

Myron Angstman
ANGSTMAN LAW OFFICE
P.O. Box 585
Bethel, Alaska 99559
Phone: (907)543-2972
Fax: (907)543-3394
myron@angstmanlawoffice.com

Joshua Fannon
Law Office of Joshua Fannon
550 S. Alaska St., Suite 203
Palmer, AK 99645
Phone: (907) 746-0493
Fax: (907)746-0490
iosh@joshuafannon.com

IN THE SUPERIOR COURT FOR THE STATE OF ALASKA

FOURTH JUDICIAL DISTRICT AT BETHEL

BEVERLY HOFFMAN,)
john McDonald, samantha)
LEKANDER, TIFFANY ZULKOSKY,)
CAROL HUNTER, NELSON JACKSON,)
JOHN P. GUINN, MELISSA VALADEZ,)
STUART OLRUN, FRITZ CHARLES,)
BRIAN AMIK, JASON POLK, NASTASIA)
NICHOLAS, RAYMOND WATSON,)
SHELLEY ZAZUETA, JANG HOON YU,)
JIM EVANS, DONNA CARPENTER,)
IRVIN KREIDER, QUENTIN)
DEMIENTIEFF, LINDA NOATAK,)

Plaintiffs,)

v.)

VITUS ENERGY, LLC,)

Defendant)

4BE-24-00029 CI

COMPLAINT

Plaintiffs for their claims against defendant Vitus state the following:

I. Parties

1. Plaintiffs are residents of the State of Alaska.
2. Defendant is an Alaskan business with a hub operation in Bethel, Alaska, providing heating fuel to customers in the Yukon Kuskokwim Delta.
3. All events described below occurred within the Fourth Judicial District.

III. FACTUAL BACKGROUND

4. On or about December 10, 2023 a Bethel, Alaska customer notified Vitus Energy, LLC (Vitus) that they were having trouble with their heating fuel, and asked Vitus to replace the fuel in the tanks.
5. At the time the temperature outside was about zero degrees Fahrenheit, and the problem fuel was clogging the fuel filter because of crystals forming in the fuel.
6. The customer tested the fuel and discovered that instead of cold weather rated fuel, the tank was filled with another grade of fuel that was not cold weather rated which information was relayed to Vitus.
7. Vitus pumped the fuel out of the customer's tank and replaced it.
8. The customer tested the replacement fuel and found it to be the same grade of fuel that had been in the tank earlier, but because the weather warmed there was no further problem until late December when the temperature got colder again.
9. The temperature in the YK Delta dropped sharply just before Christmas, causing heating failures for the named plaintiffs, who all purchased fuel from Vitus.

10. All plaintiffs received the type of fuel not rated for colder temperatures, despite paying for the type of fuel rated for lower temperatures which is significantly higher priced than the fuel actually delivered.
11. The heating failures caused a variety of harm including but not limited to frozen pipes, damaged heating units, repair costs, interrupted family activities, displacement from households, lost rental income, loss of wages from missed employment, and replacement costs for the fuel and increased heating costs for emergency heaters used to keep houses warm.

IV. FIRST CAUSE OF ACTION NEGLIGENCE

12. Plaintiffs re-allege and incorporate by reference each and every allegation stated above.
13. Vitus was negligent in its delivery of fuel by not assuring that the fuel delivered was rated for cold weather use. This negligence was the actual cause of the damages suffered by the plaintiffs, in an amount to be proven at trial.

V. SECOND CAUSE OF ACTION RECKLESSNESS

14. Plaintiffs re-allege and incorporate by reference each and every allegation stated above.
15. Vitus was reckless in failing to properly respond to the early December fuel problem by continuing to deliver improper fuel to other customers, and by failing to notify customers of the fact that their fuel may not be suitable for colder temperatures. Such recklessness was the cause of the damages suffered by plaintiffs, and qualifies the plaintiffs for an award of punitive damages.

VI. THIRD CAUSE OF ACTION UNFAIR TRADE PRACTICES

16. Vitus is engaged in the business of providing heating fuel to its paying customers at an advertised price.
17. Vitus sold the wrong type of heating oil at an inflated price which is an unfair or deceptive practice.
18. The plaintiffs suffered a loss of money because of this practice which is a violation of the Alaska Consumer Protection Act.
19. Such violation entitles the plaintiffs to treble damages and actual reasonable attorney fees.

WHEREFORE, plaintiffs pray for the following relief:

1. For a judgment against defendant for compensatory and punitive damages in an amount in excess of \$100,000.00, the exact amount to be proven at trial;
2. For an award of plaintiff's costs and attorney's fees;
3. For prejudgment interest; and
4. For such other and further relief that the Court deems just and equitable.

Dated at Bethel, Alaska, this 17th day of January, 2024.

ANGSTMAN LAW OFFICE
Attorneys for Plaintiffs

By: s/Myron Angstman
Myron Angstman
ABA No. 7410057

LAW OFFICE OF JOSHUA F. FANNON
Attorneys for Plaintiffs

By: s/Joshua F. Fannon
Joshua F. Fannon
ABA No. 0406038