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**IN THE SUPERIOR COURT FOR THE STATE OF ALASKA
THIRD JUDICIAL DISTRICT AT ANCHORAGE**

THE STATE OF ALASKA,)
)
 Plaintiff,)
)
 v.)
)
 PETER HARKOVITCH, COLE)
 HARKOVITCH; AND ALASKA)
 MOTOR HOME, INC.,)
)
 Defendants.)

Case No. 3AN-24-_____ CI

**COMPLAINT FOR INJUNCTIVE RELIEF,
CIVIL PENALTIES, AND RESTITUTION
(AS 45.50.501, AS 45.50.551)**

The State of Alaska, by and through the Office of the Attorney General, alleges and complains as follows:

INTRODUCTION

1. Alaska Motor Home, Inc. (“Alaska Motor Home”) and its owners Peter Harkovitch and Cole Harkovitch, rents RVs to consumers.
2. In 2019, the State filed a complaint against the Defendants alleging violations of Alaska’s Unfair Trade Practices Act, AS 45.50.471 *et seq.* (“UTPA”). *See* Case No. 3AN-19-11671CI. As part of the settlement in that case, the Defendants are subject to an injunction under AS 45.50.501(a) until the Defendants pay a monetary penalty of \$110,000 with interest. The Defendants have only paid approximately half of the principle, and thus the injunction issued under AS 45.50.501(a) remains in effect.
3. The Defendants violated the injunction in several ways including:

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a. charging a consumer for damages to an RV without simultaneously providing a photograph of the damages, an itemization of all charges for parts, labor, and other items charged, and the name of the company or person who conducted the repairs or estimate for the repairs;

b. charging taxes to consumers in excess of the applicable tax rate;

c. effectively canceling consumers' contracts by refusing to rent the vehicles the consumers' reserved and paid for in advance, which were identified on the contracts by make, model, size, and VIN, and failing to provide the customers with a reasonably detailed explanation for the cancelation; and

d. providing contracts to consumers that neglected to include important terms or conditions.

4. Pursuant to AS 45.50.551(a) the State seeks penalties of \$50,000 per violation of the injunction.

5. In addition, the Defendants have committed violations of the UTPA by:

a. creating the false impression that insurance was provided for all renters as part of all RV rentals when no such insurance was ever provided;

b. charging unconscionable loss of use fees;

c. obtaining a consumer's credit card information under false pretenses;

d. forging a consumer's signature on multiple receipts in order to win disputes with a credit card company; and

e. engaging in unfair, deceptive, and harassing acts in the course of attempting to collect an alleged debt.

6. The Defendants have accepted reservations and payments for RV rentals for the summer 2024 season. However, Defendants have indicated they intend to cease operations at the close of business on June 14, 2024.

7. Despite their intent to cease business operations Defendants are still accepting RV reservations for dates at least as far out as August, 2024.

8. Defendants also continue to accept payments for RV reservations at least as far out as August, 2024.

9. On information and belief, the Defendants have notified few, if any, customers that their reservations have been canceled.

10. The Defendants do not intend to refund the customers whose reservations they will cancel.

11. Peter Harkovitch has a history of using Alaska Motor Home's assets as his personal assets. For instance, in prior litigation Peter Harkovitch admitted to using Alaska Motor Home's bank account to pay his personal mortgage, pay for pool cleaning services, and to pay personal credit card bills. He also admitted to withdrawing funds from Alaska Motor Home's bank account at ATMs in Florida, Las Vegas, Spain, Italy, and other locations. In previous deposition testimony, Peter Harkovitch indicated a belief that Alaska Motor Home's money was his personal money, and at least to some extent, Cole Harkovitch's personal money, and that they could withdraw or use funds at any time for any purpose.

12. Alaska Motor Home contends that Peter Harkovitch's wife dissipated its cash reserves while Peter Harkovitch was in jail. However, Peter Harkovitch's wife is not

an owner or officer of Alaska Motor Home, and there is no reason why she would have access to Alaska Motor Home's cash reserves. If it is true that Peter Harkovitch's wife had access to Alaska Motor Home's cash reserves and was able to dissipate the company's cash reserves, this indicates that Alaska Motor Home continues to treat corporate property as if it is the personal property of the company's owners and family.

13. In his personal life, Peter Harkovitch is involved in serious, expensive litigation. He is currently in jail in Florida pending serious felony and misdemeanor charges for allegedly brutally assaulting his wife, threatening a police officer, intentionally urinating on a police officer, and violating his no-contact order, among other things. In addition, Peter Harkovitch and his wife are in the process of divorcing. Peter Harkovitch is represented by private counsel in both his criminal and civil cases. The expenses associated with this litigation provide extra motivation for Alaska Motor Home's owners to siphon money from the company, rather than to refund consumers or pay the company's other debts.

14. The State seeks an injunction or other orders to protect consumers, and to ensure that if the corporation winds down, consumers are fairly compensated for the cancelation of their RV reservations. The State further seeks an injunction to prevent the individual defendants or any successor corporations from engaging in unfair and deceptive practices in the future.

15. In addition, pursuant to AS 45.50.551 the State seeks penalties of \$25,000 for each violation of the UTPA, and \$50,000 for each violation of the injunction issued in Case No. 3AN-19-11671CI.

JURISDICTION AND VENUE

16. The Attorney General has reason to believe that Defendants have engaged in acts or practices declared unlawful by AS 45.50.471 and that Defendants have violated an injunction issued under AS 45.50.501 by the Superior Court in the Third Judicial District. The Attorney General brings this action in the name of the State and on behalf of the public interest. This court has jurisdiction over all aspects of the complaint under AS 45.50.501(a), AS 45.50.551, and AS 22.10.020.

17. Defendants conducted business in Anchorage, Alaska at all times relevant to this complaint. Venue in the Superior Court for the Third Judicial District at Anchorage is proper pursuant to AS 45.50.501(a) and Rule 3 of the Alaska Rules of Civil Procedure.

PARTIES

18. Plaintiff is the State of Alaska.

19. Defendant Peter Harkovitch is a Florida resident, who resides in Alaska's Third Judicial District during the peak RV rental season. However, Peter Harkovitch is unable to reside in Alaska at the present time because he is in custody at the Pinellas County Jail in Florida. Peter Harkovitch is an owner, and Director, President, and Treasurer of Alaska Motor Home.

20. Cole Harkovitch was a Part-Owner, Director, and Secretary of Alaska Motor Home. Cole Harkovitch resides in Alaska within the Third Judicial District. Documents recently filed with the Division of Corporations, Community, and Economic Development indicate that Cole Harkovitch may have transferred his shares of Alaska Motor Home to Peter Harkovitch on or about May 31, 2024.

21. Defendant Alaska Motor Home is an Alaska business corporation, entity number 10034858, with its principal place of business in Anchorage, Alaska.

FACTUAL ALLEGATIONS

A. The Injunction in Case No. 3AN-19-11671CI.

22. In Case No. 3AN-19-11671CI, the Superior Court entered a final judgment against the Defendants which included a monetary penalty of \$110,000 with interest and injunctive terms entered pursuant to AS 45.50.501(a).

23. The final judgment provided that the injunctive terms, listed in ¶2-19 of the final judgment “shall expire on December 31, 2023 unless the Defendants have not yet satisfied the monetary terms in paragraph 1 [the penalty with interest], in which case Paragraphs 2-19 shall expire on the date that Defendants have satisfied the monetary terms in paragraph 1.” *Id.* at ¶20.

24. As of the date of this complaint, the Defendants have not satisfied the monetary terms of the judgment. Thus, the injunctive terms remain in effect.

25. The Court may issue monetary penalties of up to \$50,000 per violation of the injunction. *See* AS 45.50.551(a).

26. The injunction states in part: “Defendants shall provide all RV rental customers with a written contract containing all of the terms and conditions of their RV rental within seven days of confirming a customer’s RV rental reservation.” *Id.* at ¶10.

27. The injunction states in part: “Defendants shall make reasonable efforts to avoid overbooking. Defendants shall keep and maintain records of all RV rental reservations canceled by Defendants, including the date of the cancellation and a

reasonably detailed explanation for the cancellation. The reasonably detailed explanation shall be provided to the customer whose RV rental reservation was canceled. If the reason for a cancellation is that an RV was damaged, the reasonably detailed explanation shall include a description of the damage and the date of the damage.” *Id.* at ¶13.

28. The injunction states in part: “Defendants shall not charge any taxes to customers above or beyond those taxes that Defendants are required by law to collect from their customers. Defendants shall not represent any charges as a tax, unless Defendants are required by law to collect such tax directly from their customers. Defendants shall maintain records of all taxes charged to each customer and collected from each customer.” *Id.* at ¶14.

29. The injunction states in part: “Defendants shall provide documentation to any customer who is charged with damages to an RV. The documentation shall include a photograph of the damage; an itemization of all charges for parts, labor, and any other items charged; the name of the company or person who conducted the repairs or provided an estimate for such repairs; and the date any repairs were made if repairs were made. The documentation shall be provided simultaneously with any bills or invoices sent to the customer. Defendants shall keep and maintain the documentation described in this paragraph.” *Id.* at ¶18.

B. The Defendants violated the injunction and committed UTPA violations.

30. In November of 2022, Amanda Camerota, a Utah resident, reserved a twenty-six foot RV from Alaska Motor Home for the dates of August 6, 2023 to August 14, 2023.

31. Camerota signed a contract for the reservation through an electronic contract service, DocuSign. The contract showed that the model rented was a twenty-six foot Sunseeker 2250, Vin#1FDXE4FS3KDC13645.

32. Camerota chose to rent a twenty-six foot RV because it would be easier to drive and park than a larger RV.

33. Camerota paid in full for the reservation on November 5, 2022.

34. Camerota paid for the reservation with an American Express credit card.

35. A few days prior to August 6, 2023, Camerota called Alaska Motor Home to confirm the reservation. At that time, she was told that she would be receiving a much larger RV that was thirty-two feet long. When Camerota told the Alaska Motor Home agent that she had booked a twenty-six foot RV, and that a thirty-two foot RV was too long, the Alaska Motor Home agent threatened to cancel her reservation.

36. The contract Camerota had signed did not provide that Alaska Motor Home could substitute a different RV from the one listed on the contract.

37. Camerota and her family had already spent thousands of dollars on flights and other expenses for a vacation to Alaska, and she did not believe she could secure another RV rental on short notice, so she and her family flew to Alaska and hoped they would receive the correct RV.

38. When Camerota arrived on Alaska Motor Home's lot, she was told that the smallest RV she could rent was a thirty-two foot RV. The RV lacked a toaster and basic kitchen amenities that had been advertised on Alaska Motor Home's website. Nonetheless, given the lack of alternative options, she accepted the RV.

39. Cole Harkovitch, a part-owner of Alaska Motor Home, Inc., told Camerota that Alaska Motor Home required a \$2,500 pre-authorization charge for damages in order to take the RV.

40. Camerota provided Cole Harkovitch with her Wells Fargo Visa card. Cole Harkovitch took the card inside Alaska Motor Home's office and brought it back out to her.

41. However, Camerota never saw Cole Harkovitch charge the card and never saw any evidence that a pre-authorization charge was made.

42. On information and belief, Cole Harkovitch did not initiate a preauthorization charge, instead he took down the information on the Wells Fargo card for later use.

43. Camerota did not authorize Cole Harkovitch or Alaska Motor Home to store her credit card information.

44. On August 13, 2023, Camerota's husband briefly mistook the RV's water tank for the fuel tank. Camerota immediately informed Cole Harkovitch of the mistake, and returned the RV.

45. The following morning, August 14, 2023, Peter Harkovitch called Camerota and left a voicemail stating that Alaska Motor Home had charged her credit card \$7,500, and that he needed to get an estimate for the damages to the RV.

46. Camerota then checked her voicemail and saw charges for \$2,500 and \$5,000 on her Wells Fargo Visa card.

47. Camerota had not authorized these charges. The unauthorized charges were theft.

48. Camerota did not receive an itemized invoice for damages or any other written documentation indicating that Alaska Motor Home intended to charge her for damages.

49. Camerota froze her Wells Fargo Visa card. She also froze her American Express card, which had been used to reserve the RV.

50. After freezing the cards, Camerota called Peter Harkovitch. The call was made at 10:45 a.m. MST on August 14, 2023.

51. During the call, Peter Harkovitch told Camerota that he would get her an estimate for damages later, and that it could end up being more or less than the \$7,500 he had already charged her.

52. On August 14, 2023, starting at 1:45 a.m. MST Peter Harkovitch made three attempts to charge Camerota's frozen American Express card. The attempted charges were in the amounts of \$4,240, \$2,000, and \$1,000.

53. These three charges were not authorized and constitute an attempted theft. None of the Defendants had provided any advanced notice that they intended to initiate

these charges. At the time the three charges were attempted, Camerota still had not received an itemized invoice for damages or any other written documentation indicating an intent to charge her with damages.

54. At 1:52 p.m. MST on August 14, 2023, Camerota received an email from Alaska Motor Home which contained a “sales receipt” related to the damages.

55. The sales receipt is indecipherable.

56. The sales receipt claims that Camerota had paid \$11,750 for damages and loss of use. Yet the sales receipt also states “\$7,500 Paid Balance owed \$4240.”

57. These two statements are contradictory. In addition, \$7,500 plus \$4,240 does not equal \$11,750.

58. The image below depicts a portion of the sales receipt.

SALES #	DATE
23849	08/14/2023

DATE	ACTIVITY	DESCRIPTION	QTY	RATE	AMOUNT
	Water Tank Damage		1	350.00	350.00
	All Fixtures		1	1,500.00	1,500.00
	Labor		30	175.00	5,250.00
	Water Lines		1	1,500.00	1,500.00
	Loss of Use		14	225.00	3,150.00T
	Water pump		1	0.00	0.00T

Customer Put Gasoline in fresh water tank. They claim they emptied the fuel then they filled it with water. All water lines and fixtures in the RV are contaminated. This will require replacement of water tank, fixtures, water pump and all water lines.

\$7500 Paid Balance owed \$4240

SUBTOTAL	11,750.00
TAX (0%)	0.00
TOTAL	11,750.00
AMOUNT RECEIVED	11,750.00
BALANCE DUE	\$0.00

59. The sales receipt does not itemize all charges for parts, labor, and other items charged. Entries such as “Water Tank Damage” and “All Fixtures” do not indicate the particular items that Camerota was actually being charged for and their prices.

60. At 1:58 p.m. MST on August 14, 2023, Peter Harkovitch called Camerota and left a message asking her to call back. Camerota called back at 2:04 p.m. MST the same day.

61. During the call Peter Harkovitch told Camerota that the plumbing in the RV needed to be replaced, and that he would be charging a “loss of use” fee of \$225 for two weeks. He stated this would total \$11,750.

62. Peter Harkovitch stated that his attempted charges to Camerota’s American Express card were not going through and he asked her how she intended to pay. In response, Camerota asked Peter Harkovitch to provide proof of the damages. Peter Harkovitch responded by threatening to send a debt collector to Camerota’s house. Peter Harkovitch told her she could not dispute the charges because he always wins.

63. Camerota was under the impression that her RV rental came with insurance that would cover her in the event the RV was damaged. This impression was justified based on Camerota’s reliance on the advertisements on Alaska Motor Home’s website and the language in Alaska Motor Home’s contract.

64. Alaska Motor Home’s website specifically stated that RV rentals included insurance.

65. The contract Camerota signed stated, “Insurance coverage includes collision, comprehensive, and liability.”

66. This contract language is in all of Alaska Motor Home's RV rental contracts.

67. However, this language is deceptive because Alaska Motor Home's RV rentals do not come with insurance that insures the renter or driver.

68. When Camerota questioned Peter Harkovitch about whether insurance would cover the incident, he told her that he checked with his "insurance lady" and she told him that the damages would not be covered. Camerota asked to see a copy of a denial letter from the insurance company, but Peter Harkovitch refused to provide the letter.

69. On information and belief, there was no such letter. Peter Harkovitch had not made an insurance claim at that time.

70. On August 14, 2023, at 4:21 p.m. MST, Camerota emailed Peter Harkovitch and asked him to send her an estimate for damages from the repair shop. Peter responded to the email stating, "We are the repair shop. Thank you."

71. On August 15, 2023, at 11:16 a.m. MST, Camerota received a call from Pureco Fleet Services, a debt collection firm that had been hired by Alaska Motor Home, Inc. to collect a debt from her.

72. On August 24, 2023, Peter Harkovitch called the law firm where Camerota works as a paralegal. But when Camerota answered the phone, he hung up immediately. Camerota then sent Peter Harkovitch an email asking him not to call her at work.

73. Peter Harkovitch responded to the email stating, "Sorry, as a lawyer, your boss needs to be aware of the slime that works for her. Have a great day."

74. Peter Harkovitch then sent a second email stating: “Either stop with the BS chargebacks, the lies that you never rented an RV from us etc or your boss will see everything and we will find your husbands employer and do the same. Once you lose your job we will find your next employer and rinse and repeat. Understand now? You are playing a dangerous game. Pay your bill and move on.”

75. Next, Peter sent a message to Camerota’s employer on LinkedIn and attached a letter. The letter stated in part: “Amanda Camerota and her husband from my dealings are very dishonest and have lied to the credit card companies and been abusive using foul language toward myself and my staff. They did significant damage to one of our units and have even lied to the credit card company that they never rented from us.... I hope we can keep this letter and attached docs between ourselves, I just thought as her employer in an environment as sensitive as a law office you should know how she conducts herself outside your office.”

76. The claim in the LinkedIn letter addressed to Camerota’s employer that she had “lied to the credit card company that they never rented from [Alaska Motor Home]” was false. Camerota told her credit company that Alaska Motor Home provided her with a different RV than what she had reserved and paid in advance for and that the charges to her cards for damages were unauthorized. Camerota never claimed not to have rented an RV from Alaska Motor Home.

77. Camerota’s employer told Peter Harkovitch his conduct had been unprofessional and asked him not to contact her again.

78. Alaska Motor Home then hired another debt collection firm, Debt Collectors International, which contacted Camerota seeking payment on a supposed \$7,000 debt owed to Alaska Motor Home.

79. Then, on September 2, 2023, Camerota received an invoice from Peter Harkovitch for \$20,455.

80. The image below depicts a portion of the invoice.



INVOICE #	DATE	TOTAL DUE	DUE DATE	TERMS	ENCLOSED
23889	09/02/2023	\$20,455.00	10/01/2023	Due on receipt	

DATE	ACTIVITY	DESCRIPTION	QTY	RATE	AMOUNT
	Water System Damage Due		1	4,240.00	4,240.00
	Loss of Use		69	235.00	16,215.00T

Loss of use August 28-November 5, 2023	SUBTOTAL	20,455.00
	TAX (0%)	0.00
	TOTAL	20,455.00
	BALANCE DUE	\$20,455.00

81. Like the earlier, sales receipt, the invoice did not include an itemization of all charges for parts, labor, and other items charged.

82. The invoice charged for 69 days loss of use, a period running through November 5, 2023. However, November 5th was still more than 2 months away.

83. On the date the invoice was sent, Alaska Motor Home had no basis to charge a loss of use fee for such a long period of time. The length of time for which Alaska Motor Home attempted to charge a loss of use fee was unconscionable.

84. In addition, Alaska Motor Home’s lost profit did not, and could not, have amounted to \$235 per day, every day, from August 28th to November 5th. The rate Alaska Motor Home charged was unconscionable.

85. Alaska Motor Home’s contract does state: “If damages made by the renter require downtime then a loss of use fee will be assessed.” But its contract provides no information regarding how this fee will be calculated.

86. According to a Motion to Reinstate Bond filed by Peter Harkovitch’s attorneys in a separate proceeding in Florida, *State of Florida v. Peter Joseph Harkovitch*, the peak season for RVs is from May to September.

87. Alaska Motor Home could not have reasonably expected to rent out the RV at a rate of \$235 every day from August 28 through November 5, 2023, considering that much of this time period is beyond the peak season.

88. As explained above, Peter Harkovitch initially charged Camerota’s Wells Fargo card \$2,500 and \$5,000 for damages without warning. Camerota disputed those charges.

89. On October 2, 2023, Camerota’s disputes were denied. She was informed that the disputes were denied because she signed for the charges.

90. Wells Fargo provided Camerota copies of two receipts, one for \$2,500 and one for \$5,000, both dated August 14, 2023, and both with her supposed Docusign signature.

91. Camerota contacted the Alaska Department of Law’s Consumer Protection Unit. Camerota insisted that her signatures on the receipts were forged.

92. The Department forward Camerota's written consumer complaint to Alaska Motor Home and sought a response. Peter Harkovitch responded noting that he had won the credit card disputes, and he provided copies of the August 14, 2023, receipts for \$5,000 and \$2,500 with Camerota's supposed DocuSign signature.

93. The Department of Law contacted DocuSign to determine whether Amanda Camerota had signed any documents on or around the date of the supposed DocuSign signatures on the receipts. DocuSign's records indicated that Amanda Camerota had not signed any documents via DocuSign in August of 2023.

94. The DocuSign signatures on the August 14, 2023, receipts were forged.

95. On information and belief, Alaska Motor Home used the Microsoft Snipping Tool or a similar program to copy the DocuSign signature from Camerota's contract and then placed that signature on the receipts.

96. On information and belief, Peter Harkovitch knew that the signatures on the receipts were forged when he used them to win the credit card dispute.

97. On information and belief, Peter Harkovitch knew that the signatures on the receipts were forged when he provided them to the Alaska Department of Law.

98. In addition, Alaska Motor Home charged taxes in excess of the applicable rate to at least two consumers Richard Moulton and Xiaofei Zhang.

C. Alaska Motor Home's plan to cease operations.

99. On June 10, 2024, an attorney acting on behalf of Alaska Motor Home provided a letter via email to the Department of Law stating that Alaska Motor Home will cease operations on June 14, 2024.

100. The Defendants decision to cease operations on June 14, 2024, is unfair to Alaska Motor Home’s customers, all or nearly all of whom, reserved their RV months in advance and who have already paid either a \$500 deposit or the full price of their rental.

101. Even if the Defendants immediately notified their customers that their reservations are canceled and provided refunds, consumers would still be harmed because it would be difficult or impossible to find accommodation and transportation for the 2024 summer season at this late date. Any accommodation and transportation consumers could find, would likely be very expensive. Most consumers who opt to cancel their trip to Alaska due to their RV reservation being canceled, would suffer losses from flights, excursions, or other activities they have paid in advance for.

102. However, the situation is worse—the Defendants are not immediately notifying consumers of the cancelations and providing refunds.

103. The Defendants do not intend to refund these customers.

104. Further, the Defendants have notified few, if any, customers about their intent to cease operations. In addition, Defendants are not responding to customer emails or voicemails, and are not picking up the phone.

105. On June 11, 2024, a consumer, Mike Downing, contacted the State’s consumer protection unit and explained that during the summer of 2023 he had reserved an RV starting on June 19, 2024, reservation. Downing stated that he had prepaid \$3,700, and that he was worried because he had called Alaska Motor Home several times and had left three messages over the last few days, but Alaska Motor Home never answered the phone or returned his calls. Downing explained that traveling to Alaska had been a dream of his,

and that he and several companions had purchased tickets. Downing and his companions will suffer significant harm. They will likely have to cancel their trip and lose the money they spent on the trip so far, or they will spend significantly more money on accommodation and transportation than what they had planned.

106. This consumer represents the tip of the iceberg, there are many more consumers with reservations who have not contacted the consumer protection unit, who may not know to contact the consumer protection unit, or do not yet have any reason to believe that their RV reservation will be canceled.

107. On June 11, 2024, the State's consumer protection unit also received a consumer complaint from a consumer named Reynolds Holiman.

108. On or about December 12, 2023, Holiman reserved and paid in advance to pick up an RV in Indiana, where many new RVs are manufactured, on May 15, 2024, and to drive it to Alaska Motor Home by June 1, 2024. Holiman paid \$1,432 on December 12, 2023, and an additional \$444 on March 11, 2024, so that he could have the RV two extra days.

109. On March 16, 2024, Holiman was charged \$2,500. On information and belief, Holiman had not authorized this charge.

110. When Holiman asked Alaska Motor Home about the charge, Peter Harkovitch said that it was a refundable damage deposit. However, Alaska Motor Home's contract stated that, "A damage deposit in the amount of \$2500 is held on your credit card at the time of pickup. The hold is released within 7 business days after you return your vehicle."

111. In other words, there was no basis for Alaska Motor Home to charge \$2,500 to Holiman’s credit card approximately two months before his pickup date. Further, this was not a “hold” and it was never “released.” On information and belief, the unauthorized charge was theft.

112. On May 9, 2024, Cole Harkovitch contacted Holiman and stated that the RV would not be available on May 15th as planned. Holiman requested a refund.

113. Holiman received a refund in the amount of \$1,432 but did not receive a refund for the \$444 payment, or for the unauthorized \$2,500 charge.

114. Holiman has attempted to contact Alaska Motor Home several times via email and phone to obtain a refund, but Alaska Motor Home does not respond.

115. The Defendants’ decision to close Alaska Motor Home occurred shortly after the Defendants learned that the State had recorded the judgment in Case No. 3AN-19-11671CI in Florida in an attempt to collect on the outstanding portion of the judgment. However, the attorney for Alaska Motor Home did not indicate that this caused the decision to cease operations.

116. Instead, Alaska Motor Home’s attorney wrote that on or about May 20, 2024, Peter Harkovitch’s wife disrupted the businesses operations by dissipating the cash reserves of the corporation in the amount of \$200,000, restricting access to the corporation’s records, failing to allow the financing of the purchase of 20 new motor homes, and “[h]aving Mr. Harkovitch incarcerated and at this time [he] is still incarcerated.”

117. Peter Harkovitch's wife is not an owner or an officer of Alaska Motor Home.

118. There is no legitimate reason why she should have been able to prevent the purchase or financing of the company's vehicles or why she should have had access to the company's cash reserves.

119. If it is true that she was able to do these things, it is an indication that the Defendants have continued to use corporate assets as their personal or family assets, potentially hiding assets in the name of family members to make it more difficult for creditors to collect from the company.

120. Peter Harkovitch, has a history of using the company's assets as personal assets. For instance, Peter Harkovitch has historically used Alaska Motor Home's bank account to pay credit bills, pay a personal mortgage, and withdraw cash from ATMs in other states or countries in order to make personal purchases.

121. Despite Alaska Motor Home's intent to cease operations this week, Alaska Motor Home continues to make reservations, and to accept credit and debit card details from prospective customers.

122. At approximately 4:24 p.m. on June 10, 2024, an undercover investigator visited Alaska Motor Home's website, reserved an RV for August 2, 2024 – August 4, 2024, and provided his credit card information for a \$500 deposit. A few minutes later, the investigator received an email confirmation of the reservation.

123. If Alaska Motor Home is closing operations, there is no legitimate reason for the company to accept reservations or take credit card information for an August, 2024 rental.

124. As described in the introduction to this complaint, Peter Harkovitch is facing significant, expensive legal issues, and the Defendants still owe a significant debt to the State.

125. On information and belief, the Defendants have and will continue to siphon assets from the corporation for their personal use, and will seek to evade creditors, particularly consumers who live out of state and whose relatively small claims against Alaska Motor Home make it unlikely that they will pursue legal action.

COUNT ONE: VIOLATIONS OF THE INJUNCTION

126. AS 45.50.551(a) provides that, “A person who violates the terms of an injunction or restraining order issued under AS 45.50.501 shall forfeit and pay to the state a civil penalty of not more than \$50,000 for each violation.”

127. The Defendants are subject to an injunction in issued under AS 45.50.501 in Case No. 3AN-19-11671CI.

128. The Defendants committed numerous violations of ¶10 of the injunction by providing consumers contracts that omitted important terms and conditions. The contracts failed to state that consumers would be required to provide a credit card to pre-authorize charges for damages or to be stored for later used in the event that the RV was damaged. The contracts also failed to state the rate at which consumers would be charged for loss of use and the length of time for which consumers could be charged at that rate.

129. The Defendants violated ¶13 the injunction by effectively cancelling Camerota’s reservation which was for a specific RV identified by make, model, length, and VIN, when they refused to provide her with the RV she reserved or another RV of similar length, and by failing to record a reasonably detailed explanation for the cancelation and to provide a copy of the reasonably detailed explanation to Camerota. On information and belief, the Defendants committed additional violations of ¶13 of the injunction in their dealings with other consumers.

130. The Defendants committed at least two violations of ¶14 of the injunction by charging consumers taxes in excess of the applicable tax rate.

131. The Defendants violated ¶18 of the injunction at least twice. First, by sending Camerota a “sales receipt” which was effectively a bill, and second by sending Camerota an invoice, both of which charged her damages. The Defendants failed to simultaneously provide a photograph of the damage; an itemization of all charges for parts, labor, and any other items charged; the name of the company or person who conducted the repairs or provided an estimate for such repairs; and the date any repairs were made if repairs were made. On information and belief, the Defendants committed additional violations of ¶18 in their dealings with other consumers.

COUNT TWO: VIOLATIONS OF THE UNFAIR TRADE PRACTICES ACT

132. AS 45.50.471(a) provides that “Unfair methods of competition and unfair or deceptive acts or practices in the conduct of trade or commerce are declared to be unlawful.”

133. An act or practice is deceptive “if it has the capacity or tendency to deceive.

Actual injury as a result of the deception is not required. Intent to deceive need not be proved.”¹

134. Three factors are considered to determine whether an act or practice in unfair. Those factors are:

- (a) whether the practice, without necessarily having been previously considered unlawful, offends public policy as it has been established by statutes, the common law, or otherwise whether, in other words, it is within at least the penumbra of some common-law, statutory, or other established concept of unfairness;
- (b) whether it is immoral, unethical, oppressive, or unscrupulous; [and]
- (c) whether it causes substantial injury to consumers (or competitors or other businessmen).²

135. In addition, AS 45.50.471(b) provides a list of acts and practice that are considered to be per se violations of AS 45.50.471, including:

- (b)(6)—representing that goods or services are of a particular standard, quality, or grade, or that goods are of a particular style or model, if they are of another;
- (b)(8)—advertising goods or services with intent not to sell them as advertised;
- (b)(11)—engaging in any other conduct creating a likelihood of confusion or of misunderstanding and that misleads, deceives, or damages a buyer or a competitor in connection with the sale or advertisement of goods or services;
- (b)(12)—using or employing deception, fraud, false pretense, false promise, misrepresentation, or knowingly concealing, suppressing,

¹ *State v. O'Neill Investigations, Inc.*, 609 P.2d 520, 534-35 (Alaska 1980) (internal citations omitted).

² *Id.* at 535.

or omitting a material fact with intent that others rely upon the concealment, suppression, or omission in connection with the sale or advertisement of goods or services whether or not a person has in fact been misled, deceived, or damaged; and

(b)(12)—representing that an agreement confers or involves rights, remedies, or obligations that it does not confer or involve, or that are prohibited by law;

136. The Defendants violated the UTPA by obtaining Camerota's Wells Fargo Visa Card under the false pretense that they would use it to pre-authorize a \$2,5000 damage deposit, and then storing the credit card information to be used to charge for damages in any amount, at any time, at the Defendants' sole discretion.

137. The Defendants violated the UTPA by forging Camerota's DocuSign signature on a \$2,500 receipt, and by using the forged receipt to influence a credit card dispute and the attorney general's investigation.

138. The Defendants violated the UTPA by forging Camerota's DocuSign signature on a \$5,000 receipt, and by using the forged receipt to influence a credit card dispute and the attorney general's investigation.

139. The Defendants violated the UTPA by making unauthorized charges to Holiman and Camerota's credit cards. Each unauthorized charge is a separate violation.

140. On information and belief, the Defendants violated the UTPA in other instances by making unauthorized charges to consumers' credit or debit cards.

141. The Defendants violated the UTPA by storing consumers' credit card information beyond the period of time necessary to implement charges that had been authorized. The Defendants did not warn consumers that they would do this. The

Defendants stored this information for the purpose of potentially making unauthorized charges at their discretion. Further, on information and belief, the Defendants did not store consumers' information in a secure manner. Each instance in which the Defendants stored consumer credit card information beyond the time necessary to implement authorized charges constitutes a separate violation.

142. The Defendants violated the UTPA by advertising that RV rentals include insurance and by providing consumers with contracts that indicated RV rentals include insurance, when in fact RV rentals did not include insurance for the renter or driver. Each contract that the Defendants presented to a consumer constitutes a separate violation of the UTPA.

143. The Defendants engaged in multiple violations of the UTPA in the course of attempting to collect Camerota's alleged debt. The Defendants violations of the UTPA include: threatening to contact Camerota's boss for the purpose of getting Camerota fired if she did not pay the alleged debt; threatening to contact Camerota's husband's boss for the purpose of getting him fired if Camerota did not pay the alleged debt; threatening to contact any future employers Camerota or her husband might for the purpose of getting them fired again if Camerota did not pay the alleged debt; and sending a letter to Camerota's employer regarding the alleged debt, and including false and inflammatory statements in the letter.

144. The Defendants violated the UTPA by charging Camerota loss of use fees at an unconscionable rate and for an unconscionable length of time. The Defendants further violated the UTPA numerous times by providing numerous consumers with contracts that

failed to disclose pertinent information regarding the Defendants unconscionable loss of use fee policies.

145. The Defendants have and will continue to violate the UTPA by accepting RV reservations they will not provide and by taking credit or debit card information from consumers who seek such reservations. Each reservation constitutes a separate violation.

146. The Defendants have and will continue violate the UTPA by failing to inform consumers that their reservations have been canceled in a timely manner. Each consumer who is not notified in a timely manner constitutes a separate violation.

147. The Defendants have and will continue to violate the UTPA by failing to provide timely refunds to consumers whose reservations they will cancel or whose reservations have already been canceled. Each consumer who is not timely refunded constitutes a separate violation.

COUNT THREE: PERSONAL LIABILITY

148. Peter and Cole Harkovitch are liable for all violations of the UTPA and all violations of the injunction in Case No. 3AN-19-11671CI committed by Alaska Motor Home that they personally participated in.

149. As owners and officers of Alaska Motor Home, Inc., Peter and Cole Harkovitch are liable for all violations of the UTPA and the injunction committed by Alaska Motor Home to the extent that they: (a) had actual knowledge of the acts or practices constituting the violations; (b) were recklessly indifferent as to whether the acts or practices were occurring; or (c) knew it was highly probable that the acts or practices were occurring and intentionally avoided the truth.

150. Peter and Cole Harkovitch used the corporate form to defeat public convenience, justify wrong, commit fraud, or defend crime and are therefore liable for all violations of the UTPA and all violations of the injunction committed by Alaska Motor Home.

151. Peter and Cole Harkovitch have failed to treat Alaska Motor Home as an entity that is distinct from themselves, including by allowing corporate assets to be used as personal assets, intermingling of funds, and leaving the corporation grossly undercapitalized. They are therefore liable for all violations of the UTPA, and all violations of the injunction committed by Alaska Motor Home.

DEMAND FOR JUDGMENT

WHEREFORE, the State of Alaska asks this court to enter judgment against the Defendants as follows:

152. Pursuant to AS 45.50.501, enjoining Defendants, and all who act under, by or through Defendants, from continuing to engage in the unlawful acts and practices alleged in this complaint;

153. Ordering Defendants, pursuant to AS 45.50.501(b), to restore to any person, any money or property which may have been acquired through the unlawful acts and practices alleged in this complaint;

154. Pursuant to AS 45.50.551(b), awarding civil penalties of \$25,000 against Defendants for each and every violation of AS 45.50.471, with the total number of violations to be proven at trial;

155. Pursuant to AS 45.50.551(a), awarding civil penalties of \$50,000 against Defendants for each and every violation of the injunction issued in Case No. 3AN-19-11671CI.

156. Awarding full reasonable costs and attorney fees, including the cost of investigation, to the State of Alaska under AS 45.50.537(d); and

157. Granting such additional relief as the court may deem proper.

DATED June 13, 2024.

TREG TAYLOR
ATTORNEY GENERAL

By:

John H. Haley
Assistant Attorney General
Alaska Bar No. 1402010