

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23

IN THE UNITED STATES DISTRICT COURT
FOR THE DISTRICT OF ALASKA AT ANCHORAGE

F/V NORTHWESTERN, LLC,

Plaintiff,

v.

ORIGINAL PRODUCTIONS, INC. and
TRIFECTA SOLUTIONS, LLC,

Defendants.

No.:

COMPLAINT

Plaintiff F/V NORTHWESTERN, LLC (“Plaintiff” or “Northwestern”) alleges as follows against Defendants Original Productions, Inc. (“Original Productions”) and Trifecta Solutions, LLC (“Trifecta Solutions”) (collectively, “Defendants”):

I. PARTIES

1. Plaintiff F/V NORTHWESTERN, LLC is an Alaska limited liability company with a place of business and registered address in Bothell, King County, Washington. Northwestern is the owner and operator of the fishing vessel F/V NORTHWESTERN, Official Number 587816.

1 2. Defendant Original Productions, Inc. is a California corporation with a
2 principal place of business and registered address in Burbank, Los Angeles County,
3 California.

4 3. Defendant Trifecta Solutions, LLC is a Tennessee limited liability
5 company with a principal place of business and registered address in Gray, Washington
6 County, Tennessee.

7
8 **II. JURISDICTION AND VENUE**

9 4. Subject matter jurisdiction is based on 28 U.S.C. § 1333 and 28 U.S.C.
10 § 1331. This is an admiralty or maritime claim within the meaning of Fed. R. Civ.
11 P. 9(h).

12 5. This Court alternatively has subject jurisdiction pursuant to 28 U.S.C.
13 § 1332, as the parties hereto are completely diverse and the matter in controversy
14 exceeds, exclusive of interest and costs, the sum of seventy-five thousand dollars
15 (\$75,000).

16 6. Venue is appropriate under 28 U.S.C. § 1391(b)(2) because a substantial
17 part of the events giving rise to this claim occurred in this judicial district, and
18 Defendants are subject to the Court’s personal jurisdiction with respect to this action.

19
20 **III. FACTUAL BACKGROUND**

21 7. On or about December 9, 2022, Nikola Mavar (“Mavar”) filed a
22 Complaint for Maritime Injuries (“Complaint”) against Northwestern in the Superior
23

1 Court for King County, Washington. A true and correct copy of the Complaint is
2 attached hereto as **Exhibit A**.

3 8. Nikola Mavar alleges that, at the times relevant to the Complaint, he was
4 a seaman aboard the F/V NORTHWESTERN within the meaning of the Merchant
5 Marine Act of 1920, 46 U.S.C. § 30104, commonly known as the Jones Act.
6 Complaint ¶ 1.

7 9. For the period between December 30, 2020 to January 16, 2021, while he
8 was performing his duties aboard the F/V NORTHWESTERN, Nikola Mavar alleges
9 he was “seriously and permanently injured when following a time period of repeated
10 reports of pain and discomfort, as well as an examination aboard the vessel by
11 [Northwestern’s] agent, he suffered a ruptured appendix while in the service of the
12 vessel.” In addition, Nikola Mavar’s Complaint alleges that “Unknown to plaintiff, at
13 the time his appendix ruptured it contained a cancerous tumor growing within it.”
14 Complaint ¶ 8.

15 10. According to the Complaint, Nikola Mavar’s negligence and
16 unseaworthiness claims are premised upon the following:
17

- 18 a) defendant’s failure to assure Plaintiff received prompt and
19 adequate medical care; b) defendant’s failure to have in place
20 an adequate medical care plan; c) defendant’s failure to have
21 an adequate plan in place in light of Covid protocols for
22 contacting medical care providers/facilities and getting crew to
23 a medical care facility; d) defendant’s failure to timely institute
and/or follow any adequate medical plan which may have
existed; e) defendant’s failure to assure Plaintiff received the
appropriate examination and testing necessary for a competent

1 diagnosis of Plaintiff's condition; f) defendant's negligent
2 selection of a health care provider/medic who examined and
3 assessed plaintiff's medical condition aboard the vessel; g) an
4 examination and assessment performed by defendant's agent –
5 the health care provider/medic - that fell short of the degree of
6 care and skill of the average qualified similarly situated
7 practitioner; and h) defendant's failure to assure plaintiff was
8 promptly taken to the Dutch Harbor medical clinic for an
9 examination and assessment of plaintiff's medical condition.

10 Complaint ¶ 8.

11 11. Nikola Mavar further alleges that “[t]he delay in competent and adequate
12 examination, testing, and diagnosis caused Mavar's appendix to rupture resulting in
13 horrendous and chronic infections, surgeries, and cancer treatment that would not have
14 occurred had the appendix been removed prior to rupture.” Complaint ¶ 8.

15 12. Original Productions is a motion picture and video production company
16 that produces the television show “Deadliest Catch.” The F/V NORTHWESTERN is
17 one of the fishing vessels featured on this television show.

18 13. At the times relevant to the Complaint, Original Productions developed
19 and implemented COVID protocols for its production staff and the crew of the F/V
20 NORTHWESTERN. The crew of the F/V NORTHWESTERN was required to comply
21 with Original Productions' COVID protocols as a condition of the television show.
22 These COVID protocols limited the exposure of the F/V NORTHWESTERN's
23 crewmembers to people who were not associated with the television show.

14. In addition, Original Productions supplied a resident medic to provide
medical treatment to the crew of the F/V NORTHWESTERN and other vessels featured

1 on the Deadliest Catch. Original Productions failed to reasonably manage its COVID
2 protocols and supervise its staff to ensure compliance with its protocols. By
3 information and belief, Original Productions subcontracted with Trifecta Solutions,
4 LLC to provide the medic and medical services for the crew of the F/V
5 NORTHWESTERN.

6 15. According to its website, Trifecta Solutions provides “healthcare
7 transformation support to the Military Health System and Veteran Affairs.”
8 <https://trifecta-solutions.com/>. At the times relevant to the Complaint, Trifecta
9 Solutions advertised that it also provided the following services:
10

11 Trifecta Solutions is now providing COVID-19 Services for
12 the TV + Film Industry. As Infection Prevention & Control
13 Experts we are committed to the process of getting the TV +
14 Film Industry back to work for all your COVID-19 needs. We
15 provide on set health and safety services. From pre-production
16 to post-production, we will guide and support your team. We
17 provide, Implementation plans, Expert Infectious Control
18 support and guidance, testing, COVID-19 Compliance
19 Officers, Consulting Services and PPE Supplies. Trifecta
20 Solutions provides cost effective comprehensive solutions to
21 ensure that productions operate safely.
22

23 16. Original Productions and Trifecta Solutions furnished a medic who
examined Nikola Mavar on multiple occasions aboard the F/V NORTHWESTERN
regarding Mr. Mavar’s reports of abdominal pain and discomfort. Paragraph 8 of
Nikola Mavar’s Complaint refers to the medic supplied by Original Productions and
Trifecta Solutions.

1 **IV. INDEMNITY AND CONTRIBUTION**

2 17. Plaintiff Northwestern hereby incorporates by reference all prior
3 paragraphs as though fully set forth herein.

4 18. Northwestern denies all liability as alleged by Nikola Mavar, but if
5 Northwestern is found to be liable to Mr. Mavar, then Northwestern avers that Original
6 Productions and/or Trifecta Solutions were negligent and failed to carry out their
7 responsibilities by failure to provide a competent medic to examine Nikola Mavar
8 regarding his repeated reports of pain and discomfort, failure to provide prompt and
9 adequate medical care to the crew of the F/V NORTHWESTERN, failure to put in place
10 an adequate medical care plan to the crew of the F/V NORTHWESTERN, failure to
11 have an adequate plan in place in light of COVID-19 protocols for contacting medical
12 care providers/facilities and getting crew to a medical care facility, and the other acts
13 of negligence and/or unseaworthiness set forth in Mr. Mavar’s Complaint.

14 19. Northwestern denies all liability as alleged by Nikola Mavar, but if
15 Northwestern is found to be liable to Mr. Mavar, then Northwestern avers that Original
16 Productions and/or Trifecta’s Solutions’ negligence and failure to provide a competent
17 medic and render reasonable medical care to Nikola Mavar is the sole possible
18 proximate cause of Mr. Mavar’s alleged injuries.

19 20. If Northwestern is adjudged liable to Nikola Mavar, then Northwestern
20 avers that Original Productions and/or Trifecta Solutions are liable to Northwestern for
21 any damages awarded to Mr. Mavar for injuries he sustained in service of the F/V
22
23

1 NORTHWESTERN under the doctrines of implied indemnity, equitable indemnity,
2 maritime tort indemnity, and/or contribution.

3 21. To the extent that Northwestern has paid maintenance and cure benefits
4 to Nikola Mavar for injuries resulting from or related to his service aboard the F/V
5 NORTHWESTERN, Original Productions and/or Trifecta Solutions are liable to
6 Northwestern for and in the amounts paid to Mr. Mavar and to his various medical
7 providers.
8

9 22. To the extent that Northwestern has incurred costs defending the
10 protocols and actions of Original Productions and/or Trifecta Solutions resulting from
11 the lawsuit of Nikola Mavar for injuries resulting from or related to his service aboard
12 the F/V NORTHWESTERN, Original Productions and/or Trifecta Solutions are liable
13 to Northwestern for and in the amounts incurred in that lawsuit.

14 WHEREFORE, Plaintiff Northwestern prays that:

15 1. Original Productions and/or Trifecta Solutions be required to pay to
16 Nikola Mavar all damages caused by Original Productions and/or Trifecta Solutions as
17 a result of their negligence;

18 2. Original Productions and/or Trifecta Solutions be required to pay all
19 maintenance and cure benefits paid by Northwestern to Nikola Mavar and his medical
20 providers;

21 3. Original Productions and/or Trifecta Solutions be required to pay all legal
22 fees and costs associated with Nikola Mavar's lawsuit;
23

1 4. A judgment be entered in favor of Plaintiff Northwestern against
2 Defendants Original Productions and/or Trifecta Solutions for all damages, settlement
3 and defense of Nikola Mavar’s lawsuit;

4 5. A judgment be entered in favor of Plaintiff Northwestern against Original
5 Productions and/or Trifecta Solutions for all maintenance and cure benefits paid from
6 the date that Nikola Mavar disembarked the F/V NORTHWESTERN;

7 6. Plaintiff Northwestern be awarded costs and reasonable attorneys’ fees
8 incurred by its prosecution of this third-party action and its defense of Northwestern in
9 the primary action brought by Nikola Mavar against it; and,

10 7. Plaintiff Northwestern be granted such other and further relief as the
11 Court may deem just and proper under the circumstances.
12

13 DATED this 26th day of April, 2023.
14

15 s/ Dustin C. Hamilton

16 s/ Daniel J. Park

DUSTIN C. HAMILTON, ABA #1405024

DANIEL J. PARK, ABA # 1811122

LeGros Buchanan & Paul

4025 Delridge Way SW, Suite 500

Seattle, Washington 98106

Telephone: 206-623-4990

Facsimile: 206-467-4828

Email: dhamilton@legros.com

dpark@legros.com

17
18
19
20
21 Attorneys for Plaintiff F/V NORTHWESTERN,
22 LLC
23

EXHIBIT A

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25

FILED
2022 DEC 02 09:00 AM
KING COUNTY
SUPERIOR COURT CLERK
E-FILED
CASE #: 22-2-19880-0 SEA

IN THE SUPERIOR COURT FOR THE STATE OF WASHINGTON
COUNTY OF KING

| | | |
|------------------------|---|-------------------|
| NICKOLA MAVAR, JR., |) | |
| |) | |
| Plaintiff, |) | Case No.: |
| |) | |
| v. |) | |
| |) | |
| F/V NORTHWESTERN, LLC, |) | COMPLAINT FOR |
| |) | MARITIME INJURIES |
| Defendant. |) | |
| _____ |) | |

Plaintiff Nickola Mavar, Jr., through counsel Trueb & Beard, LLC, and for his complaint against the defendant alleges:

JURISDICTION AND VENUE

1. This is an action within the admiralty and maritime jurisdiction of this Court brought at law and in admiralty, and as hereinafter more fully appears pursuant to the Savings to Suitors Clause. Plaintiff, Nickola Mavar, Jr., is a seaman within the meaning of the Merchant Marine Act of 1920, 46 U.S.C. § 30104, commonly known as the Jones Act. This is an action for personal injuries brought by a seaman against his employer and against the owner and operator of the vessel on which he was employed at the time of his injuries and in whose services he was employed. All events and transactions which give rise to plaintiff's causes of action arose while plaintiff was employed as a seaman aboard a vessel on navigable water involved in

Complaint for Maritime Injuries
Mavar v. F/V NORTHWESTERN

1 traditional maritime commerce. Jurisdiction is vested pursuant to admiralty and maritime law,
2 28 U.S.C. § 1333 and 46 U.S.C. § 30104. Jurisdiction and venue are appropriate before this
3 Court given the nature of the claims, and because the employment contract signed by plaintiff
4 contains a venue provision in favor of King County, Washington. Per 46 USC § 30106,
5 Plaintiff's claims are timely filed.

6 THE PARTIES

7 2. Plaintiff hereby realleges and incorporates Paragraph 1.

8 3. Plaintiff Nickola Mavar is a resident of the State of Washington and at all times
9 relevant was a seaman in the employment of defendant F/V Northwestern, LLC, and in the
10 services of the vessel NORTHWESTERN, O.N. 587816.

11 4. On information and belief, defendant F/V Northwestern, LLC is an Alaska
12 company with its principle place of business in Bothell, King County, Washington.

13 5. On information and belief, during all times herein mentioned, defendant F/V
14 Northwestern, LLC, was plaintiff's employer and the owner and/or owner *pro hac vice* and/or
15 operator and/or charterer and/or controller of the vessel NORTHWESTERN, O.N. 587816.

16 CLAIMS FOR JONES ACT NEGLIGENCE 17 & GENERAL MARITIME LAW UNSEAWORTHINESS

18 6. Plaintiff hereby realleges and incorporates Paragraphs 1-5.

19 7. On or before December 30, 2020, plaintiff was engaged by defendant and/or its
20 agents to be employed as a seaman aboard the vessel NORTHWESTERN.

21 8. On or about the time period December 30, 2020 to January 16, 2021, and while
22 plaintiff was performing his duties aboard the vessel NORTHWESTERN, and as a direct and
23 proximate result of the negligence of the defendant and/or the unseaworthiness of the vessel
24 NORTHWESTERN, plaintiff was seriously and permanently injured when following a time
25 Complaint for Maritime Injuries

Mavar v. F/V NORTHWESTERN

Page 2 of 5

1 period of repeated reports of pain and discomfort, as well as an examination aboard the vessel by
2 Defendant's agent, he suffered a ruptured appendix while in the service of the vessel. Unknown
3 to plaintiff, at the time his appendix ruptured it contained a cancerous tumor growing within it.
4 Plaintiff's negligence and unseaworthiness claims are premised on, without limit, a) defendant's
5 failure to assure Plaintiff received prompt and adequate medical care; b) defendant's failure to
6 have in place an adequate medical care plan; c) defendant's failure to have an adequate plan in
7 place in light of Covid protocols for contacting medical care providers/facilities and getting crew
8 to a medical care facility; d) defendant's failure to timely institute and/or follow any adequate
9 medical plan which may have existed; e) defendant's failure to assure Plaintiff received the
10 appropriate examination and testing necessary for a competent diagnosis of Plaintiff's condition;
11 f) defendant's negligent selection of a health care provider/medic who examined and assessed
12 plaintiff's medical condition aboard the vessel; g) an examination and assessment performed by
13 defendant's agent – the health care provider/medic - that fell short of the degree of care and skill
14 of the average qualified similarly situated practitioner; and h) defendant's failure to assure
15 plaintiff was promptly taken to the Dutch Harbor medical clinic for an examination and
16 assessment of plaintiff's medical condition. As a result of these issues or any one of them, there
17 was a delay in a competent and adequate examination, testing and diagnosis of Plaintiff's
18 medical condition. The delay in competent and adequate examination, testing, and diagnosis
19 caused Plaintiff's appendix to rupture resulting in horrendous and chronic infections, surgeries,
20 and cancer treatment that would not have occurred had the appendix been removed prior to
21 rupture.

22 9. Plaintiff was not comparatively at fault in causing his injuries.

23 10. As a direct and proximate result of said negligence and/or unseaworthiness as

1 herein alleged, plaintiff was caused to suffer severe injuries, *inter alia*, to his abdomen and other
2 body parts, including without limit a ruptured appendix; a massive and persistent infection; over
3 a month long hospitalization due to infections and significant cancer treatment, including a
4 HIPEC procedure, that but for Defendant's negligence and/or the unseaworthiness of the vessel,
5 would not have been necessary; and plaintiff suffered and may continue to suffer in the future,
6 great amounts of physical pain with resultant physical disability, disfigurement and mental
7 suffering.

8 11. As a direct and proximate result of the above-described injuries, plaintiff was
9 prevented from, and may in the future be prevented from, completely pursuing his regular
10 occupation. In addition to the loss of income, loss of enjoyment of life, and pain and suffering
11 plaintiff has already suffered because of his injuries, plaintiff was prevented from, and he will in
12 the future be prevented from enjoying the enjoyments and pursuits of life, and plaintiff has
13 further incurred, and will in the future incur medical expenses, lost earnings and lost earning
14 capacity, pain and suffering, anguish, depression, disfigurement, psychological stress, disability
15 and loss of enjoyment of life, all to plaintiff's damage in the sum in excess of One Million
16 Dollars (\$1,000,000.00), to be proven more definitely at trial in this matter.

17 CLAIMS FOR MAINTENANCE & CURE

18 12. Plaintiff hereby realleges and incorporates Paragraphs 1-11.

19 13. A vessel employer/owner owes all seamen who become ill or injured while in the
20 service of the vessel the no-fault maritime obligations of maintenance and cure.

21 14. The vessel employer's obligation to pay maintenance and cure is the most
22 pervasive of all the obligations owed a seaman.

23 15. Defendant was plaintiff's vessel employer and owner of the vessel

1 NORTHWESTERN when plaintiff was injured.

2 16. Defendant owed a duty to pay plaintiff maintenance and cure for the injuries
3 plaintiff incurred aboard the vessel NORTHWESTERN.

4 17. Defendant breached its cure obligations for, without limit, for the reasons noted in
5 paragraph 8 above.

6 18. To date outstanding maintenance and cure are owed to plaintiff and Defendant is
7 in breach of its maintenance and cure obligations to plaintiff.

8 19. Plaintiff also claims herein all future maintenance and cure to which he is entitled,
9 all in an amount to be determined at trial.

10 WHEREFORE, PREMISES CONSIDERED, plaintiff prays this Court to hear his just
11 cause of action, and that this Court require defendant to answer his just cause of action, and that he
12 be awarded judgment against defendant, jointly and severally, as follows:

13 1. That plaintiff be awarded past and future maintenance and cure against defendant.

14 2. That plaintiff be awarded compensatory damages, general and special damages
15 against defendant in a sum in excess of \$1,000,000.00, in an amount to be more fully determined
16 at trial in this matter.

17 3. That plaintiff be awarded attorney's fees, prejudgment interest, post-judgment
18 interest, costs, and any other relief in law or equity to which plaintiff is shown to be entitled.

19 DATED this 1st day of December, 2022.

20 TRUEB & BEARD, LLC
21 Attorneys for Plaintiff

22 By: /s/ Lanning M. Trueb
23 Lanning M. Trueb, WBA No. 31389