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

9 F/V NORTHWESTERN, LLC,

10 Plaintiff,

11 v.

12 ORIGINAL PRODUCTIONS, INC. and  
13 TRIFECTA SOLUTIONS, LLC,

14 Defendants.

No.:

COMPLAINT

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

18 **I. PARTIES**

19 1. Plaintiff F/V NORTHWESTERN, LLC is an Alaska limited liability  
20 company with a place of business and registered address in Bothell, King County,  
21 Washington. Northwestern is the owner and operator of the fishing vessel F/V  
22 NORTHWESTERN, Official Number 587816.  
23

COMPLAINT – Page 1

No.

{29637-00920141;2}

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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                                   **II. JURISDICTION AND VENUE**

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

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

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

## 18                                   **III. FACTUAL BACKGROUND**

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

15           19.    Northwestern denies all liability as alleged by Nikola Mavar, but if  
16 Northwestern is found to be liable to Mr. Mavar, then Northwestern avers that Original  
17 Productions and/or Trifecta's Solutions' negligence and failure to provide a competent  
18 medic and render reasonable medical care to Nikola Mavar is the sole possible  
19 proximate cause of Mr. Mavar's alleged injuries.  
20

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

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

13 WHEREFORE, Plaintiff Northwestern prays that:

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

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

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

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           DATED this 26th day of April, 2023.

13  
14  
15                               s/ Dustin C. Hamilton

16                               s/ Daniel J. Park

17                               DUSTIN C. HAMILTON, ABA #1405024

18                               DANIEL J. PARK, ABA # 1811122

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