

1 CarpeLaw PLLC
2 Robert S. Apgood, WSBA #31023
3 *Pro Hac Vice*
4 5202 223rd St. SE
5 Bothell, WA 98021-8075
6 (206)624-2379
7 (206)535-2930 fax

8 Steven M. Wells, P.C.
9 Steven M. Wells, Ak. Bar No. 0010066
10 431 W. 7th Ave., Suite 107
11 Anchorage, AK 99501
12 (907)279-3557
13 (907)279-3558 fax

14 Attorneys for the Plaintiff

15 UNITED STATES DISTRICT COURT
16 DISTRICT OF ALASKA
17 AT ANCHORAGE

18 **SUSAN AIKENS**, an individual; and **SUSAN**
19 **AIKENS d/b/a KAVIK RIVER CAMP**,

20 Plaintiffs,

21 vs.

22 **BBC WORLDWIDE REALITY**
23 **PRODUCTIONS, LLC**, a California Limited
24 Liability Company; **BBC WORLDWIDE**
25 **AMERICAS, INC.**, a Delaware Corporation;
26 **BBC WORLDWIDE LIMITED.**, a British
company; **BRITISH BROADCASTING**
CORPORATION, a British company;
AARON MELLMAN, an individual; and
JOHN DOES 1 - 10,

Defendants.

Case No.:

COMPLAINT

JURY DEMAND

COMPLAINT - 1

CARPELAW PLLC
5202 223rd Street SE
Bothell, Washington 98021
(206) 624-2379 - (206) 535-2930 (fax)

1 Plaintiff Susan Aikens (“Aikens”) brings this action for Breach of Contract, and
2 Supplemental Claims against Defendant British Broadcasting Corporation, a British
3 company (“BBC”), Defendant BBC Worldwide Limited, a British company (“BBC WW”),
4 and Defendant BBC Worldwide Americas Inc., a Delaware corporation (“BBC WWA”),
5 Defendant BBC Worldwide Reality Productions, LLC, a California limited liability
6 company (“BBC WWRP”), (collectively “Defendants”), Defendant Aaron Mellman, an
7 individual, and John Does 1 – 10, and alleges as follows:

8 I. THE PARTIES

9 1. Plaintiff Aikens is an individual residing in the state of Alaska.

10 2. Defendant British Broadcasting Corporation is a British company with its
11 principal place of business in London, United Kingdom.

12 3. Defendant BBC Worldwide Limited is a British company with its principal
13 place of business in London, United Kingdom.

14 4. Defendant BBC Worldwide Americas, Inc. is a Delaware corporation with
15 its principal place of business in New York, NY.

16 5. Defendant BBC Worldwide Reality Productions, LLC is a California limited
17 liability company with its principal place of business in Los Angeles, CA.

18 6. Defendant Aaron Mellman is an individual who is believed to reside in
19 California, but which shall be better ascertained through discovery,

20 7. Defendants John Does 1 through 10 are individuals or other legal entities
21 who are, as yet, unidentified, but shall be named when so identified.

22 II. JURISDICTION AND VENUE

23 8. This Court has personal jurisdiction within the District of Alaska over the
24 Defendants because BBC is a British company with its principal place of business and
25 operations in London England and avails itself of the privileges and protections of this
26

1 district, BBC WW is a British company with its principal place of business in London
2 England and avails itself of the privileges and protections of this district, BBC WWA is a
3 Delaware corporation and avails itself of the privileges and protections of this district, BBC
4 WWRP is a California Limited liability company and avails itself of the privileges and
5 protections of this district, Aaron Mellman is an individual who has availed himself of the
6 privileges and protections of this district, and plaintiff is an Alaska individual residing in
7 Alaska. 28 U.S.C. § 1332(a)(1).

8 9. This Court has diversity jurisdiction over Plaintiff's claims because the
9 parties are citizens of different states and the claims herein exceed \$75,000, exclusive of
10 attorneys' fees and costs. 28 U.S.C. § 1332.

11 10. This Court has supplemental jurisdiction over any state claims pursuant to
12 28 U.S.C. § 1367.

13 11. Venue is proper in this district because all or a substantial part of the events
14 or omissions giving rise to the claims occurred within this district. 28 U.S.C. § 1391(a)(2).

15 **III. FACTUAL BACKGROUND**

16 12. Plaintiff Susan Aikens is an individual who resides at, owns, and operates
17 Kavik River Camp, a camp located 197 miles north of the Arctic Circle, within the State of
18 Alaska.

19 13. Defendant BBC is a British public service broadcaster. It is headquartered
20 at Broadcasting House in London, is the world's oldest national broadcasting
21 organization, and is the largest broadcaster in the world by number of employees, with over
22 20,950 staff in total. BBC is the parent company of Defendant BBC WW.

23 14. Defendant BBC WW is the main commercial arm and a wholly owned
24 subsidiary of the British Broadcasting Corporation (BBC). The business exists to support
25 the BBC public service mission and to maximize profits on its behalf, which it alleges to do

1 through investing in, commercializing and showcasing content from the BBC around the
2 world, in a way that is consistent with BBC standards and values.

3 15. Defendant BBC WWA manages media and entertainment businesses in
4 America. The company's businesses include television programs, magazines, home
5 entertainment, children's programming, and media. The company was incorporated in 1984
6 and is based in New York, New York. BBC Worldwide Americas, Inc. operates as a
7 subsidiary of BBC Worldwide Limited.

8 16. Defendant BBC WWRP, upon information and belief, is a subsidiary of
9 BBC WWA and is a motion picture and video business. BBC WWRP is the immediate
10 party to the Participant Agreement and Accommodation and Location Agreement.

11 17. Defendant Aaron Mellman was, at all times relevant to this matter, an
12 individual who was employed by, or contracted to, one or more of the BBC defendants.

13 18. Kavik River Camp is located at the Global Positioning Sensor ("GPS")
14 coordinates 69.4° N, 146.54°W and is considered to be very remote.

15 19. Kavik River Camp provides aircraft fuel, for-purchase meals, and for-rent
16 accommodations to nature enthusiasts, hikers, campers, fishermen, and hunters.

17 20. Defendants learned of Kavik River Camp and Susan Aikens, and negotiated
18 an agreement with her whereby they would record Sue at the camp and surrounding areas
19 performing her day-to-day tasks, such as camp maintenance, as well as such things as
20 fishing and hunting for food (the "Participant Agreement"). A copy of the Participant
21 Agreement that was in effect at the time of the incident complained of herein is provided
22 hereto as Exhibit A, and by this reference hereby fully incorporated herein.

23 21. One provision of the Participant Agreement states, without equivocation,
24 Plaintiff "agree[s] to participate in all phases of production of the Series and to cooperate
25 with Producer, as and to the extent required by Producer." That provision further provides
26

1 “that [Plaintiff] agree[s] that [she] will not hamper or delay the production schedule or be
2 unwilling to cooperate or with Producer’s production of the Series.”

3 22. The Participant Agreement does not contain a provision whereby Plaintiff
4 can refuse to perform as directed by the producer in circumstances where Plaintiff has fears
5 for her safety.

6 23. With respect to provisions allowing Plaintiff to have rights of mutual
7 agreement with Defendants, the Participant Agreement provides so only in the context of
8 the production schedule, and only to the extent that it “relates to crew safety.” It has no
9 reciprocal provision for the safety of Plaintiff.

10 24. Defendants further negotiated an agreement whereby they would receive
11 accommodations and use of the camp (the “Accommodation and Location Agreement”). A
12 copy of the Accommodation and Location Agreement that was in effect at the time of the
13 incident complained of herein is provided hereto as Exhibit B, and by this reference hereby
14 fully incorporated herein.

15 25. The reality series, which airs on the Nat-Geo channel, is entitled, “Life
16 Below Zero,” with the first episode airing on May 19, 2013.

17 26. The series has thus far aired eight (8) seasons with an approximate count of
18 aired episodes numbering 87.

19 27. The circumstances leading up to the incident about which Plaintiff seeks
20 relief occurred during the filming of Season 5, Episode 11 on February 18, 2015 during the
21 mid-day and thereafter (aired June 18, 2015).

22 28. The BBC film crew arrived at Kavik Feb 4, 2015 through Feb 8th, 2015.
23 Weather and temps were severe enough to make arrival difficult. The crew consisted of
24 Producer Aaron Mellman, cameraman Michael Cheeseman, an IT technician, name
25 unknown, and AMS safety agent Jerrod Styart.

1 29. Filming commenced approximately February 5th. Subject matters of
2 filming were varied and involved fixing and moving snow and other items. Long periods of
3 time in frigid temperatures were recorded.

4 30. Defendant Producer Mellman did not allow Plaintiff to wear a facemask, in
5 spite of the temperatures dropping as low as 72 below zero wind-chill. Defendants felt it
6 important that the audience see Plaintiff's face. As a result, even after requesting time
7 away from filming and the ability to shield face, Plaintiff became frostbitten.

8 31. Filming continued almost daily. Plaintiff and Defendants did have to take a
9 break from outdoor work due to frostbite Plaintiff suffered from working outdoors without
10 a facemask.

11 32. Plaintiff reported these circumstances to Lauren Dascher and Joseph ("Joe")
12 Litzinger from the Episodic Development department of BBC, the producing company.
13 BBC and NatGeo (National Geographic Society) co-own the program. The program airs
14 on the NatGeo channel.

15 33. When Plaintiff reported these incidents to Lauren and Joe, their response
16 was for Plaintiff to take time off from filming to heal, and they assured Plaintiff that her
17 safety was their highest concern.

18 34. Filming was postponed, but the parties returned to filming in just a few
19 days.

20 35. Scenes in the episode involved the camp generator, Bobcat equipment and
21 overhead power lines and were filmed from arrival through Feb. 11th.

22 36. Plaintiff took the 12th and 13th to recover and start healing from frostbite.

23 37. Feb 14-16 were spent filming Plaintiff making snowshoes. On Feb 17th the
24 subject matter covered camp chores. A camping episode was set up for Feb 18 to go to an
25

1 area Plaintiff refers to as the Kavik Forest. However, Defendant Mellman refused to use the
2 location, instead forcing the establishment of a camp just a few miles downriver.

3 38. Defendant Mellman then also refused to participate in the camping. Rather,
4 he stayed in camp rather than shooting as planned.

5 39. Defendant Mellman also prohibited Plaintiff from taking her covered Argo,
6 a covered and tracked vehicle, and instead forced the usage of the snow-machine and sled.

7 40. Defendant Mellman further forced Plaintiff to leave her elderly and frail
8 dog, Ermine, behind, which upset Plaintiff greatly due to the fact that the series is not
9 supposed to be a scripted show. This resulted in Plaintiff's old retired sled dog getting very
10 distraught, thereby distressing Plaintiff.

11 41. Defendant Mellman instructed Plaintiff to go out to the remote camp, but
12 insisted that Plaintiff leave the dog in Kavik River Camp. One cameraman, Michael
13 Cheeseman, and the IT tech accompanied Plaintiff while Defendant Mellman remained in
14 camp.

15 42. The AMS safety staff stayed in camp with Defendant Mellman.

16 43. Defendant Mellman did visit the remote camp and supervise the set up, but
17 did not stay for filming.

18 44. Plaintiff was setting up camp on the river, a few miles downstream from
19 Kavik River Camp. The following morning Plaintiff felt uncomfortable about her dog,
20 Ermie, and her care because Plaintiff did not trust the Defendants and worried for her dog's
21 safety and care.

22 45. Plaintiff depended on Ermie, now deceased, for protection and
23 companionship, and was uncomfortable leaving her at camp unsupervised with people back
24 there.

1 46. Plaintiff radioed to camp, but not receiving response, returned to camp on
2 the snow machine.

3 47. Upon arriving back at Kavik River Camp, Plaintiff discovered that Ermie
4 had not been cared for so Plaintiff let her out to relieve herself and fed her. Plaintiff asked
5 Defendant Mellman when they could return to the remote camp when she was informed
6 that Defendant Producer Mellman was not ready and was changing plans again for
7 Plaintiff's activities.

8 48. Plaintiff called Joe and Lauren again to discussed her anger and upset at
9 being commanded about what she could and could not do, what types of vehicles are better
10 for the filming sequences, all without any regard by Defendants to safety.

11 49. Plaintiff's understands, and contracted with Defendants, that the series is
12 supposed to be a documentary-style representation of Plaintiff's life and activities. It is not
13 a scripted show wherein the film company makes the story lines up for effect.

14 50. Plaintiff felt that Defendants' conduct was not appropriate and expressed her
15 concern that she would not leave her dog behind and living alone. Plaintiff was, in fact,
16 extremely worried about Ermie, as Ermie was crying, which might well attract predators
17 and/or be indicative of health issues.

18 51. Plaintiff had called Lauren and Joe multiple times during this time period
19 regarding the confrontational nature of Defendant Mellman.

20 52. Because of the language of the Participant Agreement, and therefore feeling
21 that she had no choice other than to do as Defendant Mellman commanded, Plaintiff
22 returned to the remote camp tent site to continue filming. Eventually, Defendant Mellman
23 and the safety people came out to the remote site so filming could continue. Because he
24 had not participated in the filming, Defendant Mellman reviewed what Plaintiff and the
25 camera crew had done the night before and that morning.

1 53. Plaintiff told Defendant Mellman that she wanted to leave the tent and sled
2 and take her .410 shotgun to hunt ptarmigan, a mainstay staple food source for Plaintiff.
3 There were, at that time, hundreds of those birds in the bushes in the area and it was an
4 organic opportunity to gain meat and feathers for Plaintiff's subsistence.

5 54. Defendant Mellman did not want Plaintiff to do that. Instead, he
6 commanded Plaintiff to dismantle the tent and strike the camp, and then travel the river and
7 go into the overflow.

8 55. "Overflow" is the term applied to water that has been forced over the top of
9 existing ice stretches of otherwise frozen rivers and streams. Although the river is covered
10 with ice, flowing water still rushes beneath the ice, creating a perilous hazard.

11 56. Defendant Mellman wanted to film Plaintiff traveling down the river on her
12 snow-machine, including into overflow. He got very angry when Plaintiff was resistant to
13 that, yelling at her.

14 57. Defendant Mellman also yelled at the safety people, bellowing that they
15 work for him, and not for Plaintiff, and that what he told them was the command that must
16 be obeyed.

17 58. Plaintiff ended up in tears and could not continue filming until she stopped
18 crying and could be filmed without showing anxiety.

19 59. About this time, Defendant Mellman noticed mist from overflow farther
20 downriver.

21 60. As a result, Plaintiff was required to do an on-the-fly ("OTF") modification
22 to the storyline being that she was heading for/ through the overflow to collect water.

23 61. Plaintiff objected because traveling on overflow is very dangerous and
24 Alaskans avoid it at all costs under normal situations.

1 62. As Plaintiff started to take the tent down, the wind picked up and made the
2 task difficult and dangerous because the wind was rolling the tent end over end.

3 63. Plaintiff was afraid of the metal attached to the tent hitting her. As such,
4 Plaintiff asked for help for safety reasons.

5 64. Defendant Mellman yelled that no one was to go near Plaintiff, that they
6 worked for him and not Plaintiff, and threatened that they would lose their jobs if they went
7 to Plaintiff's aid.

8 65. Soon afterward, Plaintiff was hit in the head by a metal tent support that had
9 been blown by the high winds.

10 66. This prompted another confrontation with Defendant Producer Mellman,
11 because Plaintiff had extreme concerns about her safety in this situation and the direction
12 the scripted scenes would take as a result of Defendant Mellman's actions and threats.

13 67. Plaintiff packed everything onto the sled and attached the sled to the snow
14 machine and was instructed by Defendant Mellman to head down the river. The plan was to
15 do long-lens and side-by-side shots.

16 68. Plaintiff was then commanded to remove her safety helmet because
17 Defendant Mellman wanted to see her face in the ensuing footage.

18 69. Plaintiff was again made to be very uncomfortable removing her snow-
19 machine safety gear, such as the helmet, because the river with overflow and ice is
20 dangerous.

21 70. Because of how he envisioned the scene, Defendant Producer Mellman was
22 adamant that part of the shoot would be to go through the overflow, not just next to it.

23 71. Plaintiff told Defendant Mellman that she would not go through the
24 overflow, due to it being scary and dangerous. Rather, Plaintiff offered an alternative
25 which would look similar. Defendant Mellman refused Plaintiff's suggestion and a
26

1 confrontation ensued lasting a long time wherein Plaintiff was commanded to say it was
2 her idea that she would go through the overflow at a high rate of speed in order to keep the
3 tips from being caught under collapsing ice.

4 72. This argument was video recorded, as was everything else done that day.

5 73. Feeling pressured, Plaintiff finally acquiesced to Mellman's demands
6 relying on his promises that if she performed as he demanded, he would leave camp and
7 terminate filming done for the episode. Although we had too many confrontations, he
8 insisted that this NEEDED to be done.

9 74. To ride the edge of the overflow area, and get through it, Plaintiff had to
10 increase her speed significantly in order to make it without the skis dropping into
11 collapsing ice.

12 75. Nevertheless, Plaintiff ended up hitting glare ice, and at 60 mph, had no
13 control over the snow machine.

14 76. Plaintiff entered into an unrecoverable side slide and hit an ice heave (an
15 accumulation of ice and snow). The snow-machine tumbled and Plaintiff was thrown quite
16 a distance at a high rate of speed.

17 77. When Plaintiff landed from the throw, she could not move. She had heard
18 her bones snap, but did not know if her firearm was lodged in her spine, or if the
19 screwdriver in her pocket for fixing the sled had dislodged and embedded itself in or near
20 vital organs.

21 78. Plaintiff finally heard someone ask her if she was okay. She told them "no"
22 a few times, but that she had heard and felt bones break, and could not breathe well.

23 79. Plaintiff had donned her helmet just prior to filming the scene, and needed
24 assistance to remove it.

1 80. The safety person, Jarod, and crew came to where she had landed to help
2 assess her injuries. Jarod asked her questions as he then worked to determine injuries. All
3 of this was being filmed.

4 81. The entire crew was within 20 feet of the crash site.

5 82. A crew member (Plaintiff believes it was Jarod) called the BBC to tell them
6 about the accident. Jonathan Paltin at BBC told them to call later, as he incorrectly
7 assumed that this was a report of a simple nature and not the serious incident that it was.

8 83. A crew member (Plaintiff believes it was Jarod) called him right back to let
9 him know it was quite serious and that Plaintiff was injured badly.

10 84. The Defendants decided NOT to call Life-flight, or for immediate pick up in
11 the field with air taxi, in favor of getting additional footage.

12 85. During this time, Plaintiff was in extreme pain and going into shock, so she
13 asked the IT technician to please prepare something to drink for her that was hot and
14 contained sugar.

15 86. Plaintiff was told by Defendants that there was only one chance to get the
16 extreme footage of her crash at the scene and that this needed to be done.

17 87. Plaintiff could not stand or walk and she refused to go try to pick up the
18 snow machine as requested, or lay down on the snow in an attempt to recreate the scene.

19 88. Plaintiff forced out that she knew her collarbone and possibly her arm and
20 ribs were broken. She explained that she didn't know how her legs or spine were, or if she
21 had experienced injuries there. Plaintiff asked where her gun and screwdriver were so she
22 could determine if either had been lodged in her or had hit her during the roll resulting from
23 the crash.

24 89. Realizing how injured Plaintiff was, the cameramen didn't want to continue
25 shooting, fearing that the lack of proper attention might cause Plaintiff serious harm.

1 90. Plaintiff spoke with the BBC defendants, and, still thinking that her contract
2 did not allow her to refuse the Defendants' demands, explained to them that she would do
3 what she could, but that she was going into shock.

4 91. Since most of her clothing had been cut off to aid in assessment, and it was
5 approx15-20 below zero, hypothermia was a concern and Plaintiff needed the rescue plane
6 to land in the field next to her. A plane could have landed on the tundra next to the place
7 Plaintiff was injured. The BBC said they understood how badly Plaintiff was hurt, but was
8 insistent that Plaintiff stay out there long enough to get footage.

9 92. As an opportunity to get more footage, the BBC decided to land the plane on
10 the runway, which was six or seven miles away, instead of out on the tundra.

11 93. Plaintiff could not drive a snow machine, but Defendants would not call to
12 request the rescue airplane to land at the crash site.

13 94. As a result of that refusal, Plaintiff was forced to ride behind a snow
14 machine driver on the river the 6-7 miles back to camp, protected from the elements by
15 only her sports bra and long johns.

16 95. Due to Defendants actions and denials, Michael Cheeseman, one of the
17 cameramen, felt compelled to film himself making a statement about how seriously
18 Plaintiff was injured, and that he was filming at Defendants' command "under duress."

19 96. Mr. Cheeseman felt strongly that Plaintiff immediately should have been
20 medically evacuated.

21 97. As a result of Defendants actions and denials, Plaintiff was forced to remain
22 in the field for a few hours while the producer was shooting additional footage.

23 98. Plaintiff's snow machine was bent and broken, but drivable, and someone
24 else drove it to camp.

1 99. Plaintiff was made to ride on the back of a machine on the way back to
2 camp. This was extremely dangerous and extremely painful and traumatic.

3 100. When the parties arrived back at camp, Plaintiff was helped from the snow
4 machine and went inside her living quarters. Her dog Ernie was extremely upset.

5 101. Plaintiff requested that the others take care of her dog and that they get
6 Plaintiff something warm and sugary to drink, to help with her shock.

7 102. The parties called Lauren and updated BBC on the situation.

8 103. Plaintiff inquired as to why they did not send the rescue plane to the crash
9 site, instead forcing her ride back to camp on a snow machine.

10 104. Lauren and Joe expressed they would have preferred the field landing as
11 well.

12 105. When the plane arrived Kavik, Defendant Mellman made the plane land at
13 the far end of the mile-long runway because he wanted to film how much pain Plaintiff was
14 suffering, and to film Plaintiff walking injured.

15 106. Plaintiff requested a ride on the back of snow machine to the plane, but
16 Defendant Mellman would not allow that. Rather, Defendant Mellman instructed the crew
17 that if anyone were to give Plaintiff a ride, they would be fired.

18 107. Plaintiff was then required to unnecessarily walk one-half mile, but was
19 finally given help for a short distance to the plane.

20 108. Plaintiff knew the pilot, and he immediately realized how injured and in
21 pain she was.

22 109. The pilot was upset that he was not allowed to land near accident site.

23 110. Plaintiff was very relieved to see him and even joked with him as he assisted
24 her into the back seat of the airplane.

1 111. Plaintiff was secured in the plane, and a cameraman was loaded into the
2 plane with her.

3 112. Defendants secured an appointment for Plaintiff at the medical clinic in
4 Deadhorse, AK, which was not yet even fully open, but whose employees were willing to
5 do an x-ray of Plaintiff's injuries.

6 113. Plaintiff later discovered that the Life-flight was denied by the BBC due to
7 the expense involved, so Plaintiff was forced to wait with Mr. Cheeseman until public
8 transportation could accommodate getting her to Fairbanks, AK.

9 114. Plaintiff was required to wait some days before she was flown into
10 Fairbanks.

11 115. During the few days that the film crew was residing in Kavik River Camp
12 for the episode, Defendant Mellman consumed six (6) gallons of Whisky and all of
13 Plaintiff's personal scotch whisky supply.

14 116. While Defendant Mellman was consuming Whisky at Kavik River Camp, he
15 also was consuming Oxycontin.

16 117. Plaintiff personally observed Defendant Mellman consume as many as four
17 (4) tablets of Oxycontin in conjunction with drinking Whisky.

18 118. Defendant Mellman offered to provide Oxycontin to Plaintiff, which she
19 declined.

20 119. As a result of the injuries, Plaintiff has suffered numerous surgeries.

21 120. As a result of the injuries, Plaintiff experiences chronic pain in her lower
22 spine.

23 121. As a result of the injuries, Plaintiff suffers chronic leg and arm pain.

24 122. As a result of the injuries, Plaintiff now suffers from numerous and
25 significant scars.

1 123. As a result of the injuries, Plaintiff has suffered permanent disabilities that
2 affect her ability to effectively sustain her lifestyle at Kavik River Camp and provide self
3 defense.

4 124. As a result of the injuries, Plaintiff's right clavicle is not properly aligned.

5 125. As a result of the injuries, the tendons in Plaintiff's neck "catches," causing
6 her pain.

7 126. Plaintiff is recognized by lawful authorities as a subsistence hunter.

8 127. As a result of the injuries, Plaintiff can no longer hold a rifle in a normal
9 manner, which is necessary for her to be able to hunt for subsistence food stuffs.

10 128. As a result of not being able to hold a rifle in a normal manner, Plaintiff has
11 had to suffer the expense of having a special firearm fabricated in order that she may hunt
12 food for her subsistence.

13 129. As a result of the injuries, Plaintiff has suffered, continues to suffer, and will
14 suffer unnecessary expenses required to assist in mitigating her losses.

15 130. As a result of the injuries and Plaintiff's inability to handle a rifle, Plaintiff's
16 ability to defend herself from predators, such as bears and wolverines, and is dangerously
17 compromised.

18 131. As a result of not being able to effectively defend herself, Plaintiff fears, and
19 therefore necessarily cannot and does not venture out into the wild tundra to hunt for
20 subsistence food stuffs.

21 132. Defendants used footage and materials to create a fictionalized version of
22 the incident and aftermath that resulted in the injuries suffered by Plaintiff.

23 133. At all times during the filming, Plaintiff did not believe that she had any
24 ability to control whether or not she should continue with the filming of the episode.

1 134. Plaintiff's Kavik River Camp is an ongoing business concern upon which
2 Plaintiff relies to maintain the terms of the land lease she has with the State of Alaska on
3 the underlying real property that is the situs of the camp.

4 135. If Plaintiff fails to show that the ongoing business is profitable, the State of
5 Alaska can cancel the lease, thereby forcing Plaintiff out of business.

6 136. Defendants have interjected themselves into business relationships Plaintiff
7 maintains with third parties in order to control Plaintiff's time, for the benefit of
8 Defendants' desires to film scripted episodes.

9 137. Defendants desire that Plaintiff's companion and pet dog, "Lil Bawb," not
10 be included in the filming of footage because, they believe, the dog is not of sufficient
11 physical stature to further the image they desire of Plaintiff in the filmed episodes.

12 138. During the filming of an OTF that was been performed in Plaintiff's
13 personal residence, Defendants objected to Lil Bawb being present in the footage. As a
14 result, the producer of that sequence, with Plaintiff's permission, volunteered to hold Lil
15 Bawb during the filming.

16 139. Instead of holding Lil Bawb, the producer locked Lil Bawb in one of the
17 trailers in the camp without any protective clothing or blankets.

18 140. The trailer was not heated and did not have any operational lights.

19 141. The temperature in the trailer was estimated to be -20 degrees.

20 142. Plaintiff did not consent to having Lil Bawb locked in the trailer and, it was
21 only when Plaintiff heard Lil Bawb crying for help that she discovered he had been locked
22 in the trailer and subjected to potential, fatal injury.

23 143. When negotiating the Participant Agreement with Plaintiff, Defendants were
24 attempting to contract for her services.

1 144. Defendants offered the Participant Agreement contract to Plaintiff on the
2 terms they authored.

3 145. Plaintiff accepted Defendants' offer as presented.

4 146. The contract provides for consideration to be paid to Plaintiff for her
5 performance under the contract.

6 147. Under the contract, Defendants, *inter alia*, promised to pay Plaintiff for her
7 performance.

8 148. Under the contract, Plaintiff promised to perform the services set forth in
9 that contract.

10 149. Plaintiff performed the services required of her under the contract.

11 150. The consideration was paid to Plaintiff.

12 151. Plaintiff has garnered much publicity and limelight in her operations of
13 Kavik River Camp.

14 152. Many people visit the camp for the purpose, *inter alia*, of meeting and
15 interacting with Plaintiff.

16 153. As a result of the injuries sustained in the crash and the need to be treated
17 medically far from the camp, Plaintiff was required to be absent from Kavik River Camp
18 for months during the short season when visitors can contract and pay for visits to the
19 camp.

20 154. As a result of her forced absence, many people who had reserved food and
21 lodging at the camp during those periods cancelled their visits.

22 **IV. CLAIMS FOR RELIEF**
23 **CLAIM ONE**
24 **BREACH OF CONTRACT**

1 155. Plaintiff hereby repeats and realleges paragraphs 1 – 152 as though fully set
2 forth herein.

3 156. All contracts contain implied covenants of good faith and fair dealing by the
4 parties to the contract.

5 157. By making unreasonable demands on Plaintiff for her performance under
6 the contract, Defendants breached the covenant of good faith.

7 158. The Participant Agreement is a binding contract between the parties.

8 159. Defendants did not perform in good faith under the contract.

9 160. Due to the non-performance of Defendants to act in good faith, Defendants
10 have breached their covenant to Plaintiff.

11 161. As a result of that breach, Plaintiff has been damaged in an amount to be
12 proved at trial.

13 **CLAIM TWO**
14 **BREACH OF CONTRACT**

15 162. Plaintiff hereby repeats and realleges paragraphs 1 – 159 as though fully set
16 forth herein.

17 163. All contracts contain implied covenants of good faith and fair dealing by the
18 parties to the contract.

19 164. By including protective provisions in the Participant Agreement that served
20 only the interests of Defendants and no reciprocal protections for Plaintiff, Defendants
21 breached the covenant of fair dealing.

22 165. The Participant Agreement is a binding contract between the parties.

23 166. Defendants did not act with fair dealing under the contract.

24 167. Due to the non-performance of Defendants to act fair dealing in the contract,
25 Defendants have breached their covenant to Plaintiff.

26 COMPLAINT - 19

CARPELAW PLLC
5202 223rd Street SE
Bothell, Washington 98021
(206) 624-2379 - (206) 535-2930 (fax)

1 168. As a result of that breach, Plaintiff has been damaged in an amount to be
2 proved at trial.

3 **CLAIM THREE**
4 **BREACH OF CONTRACT**

5 169. Plaintiff hereby repeats and realleges paragraphs 1 – 166 as though fully set
6 forth herein.

7 170. Paragraph 12 of the Participant Agreement provides that Plaintiff
8 “understand[s] and acknowledge[s] that [she is] solely responsible for determining whether
9 [she is] physically and mentally able to participate in the Series.”

10 171. When Plaintiff determined that she was too injured to participate as a result
11 of the crash, Defendants breached their duty to accept Plaintiff’s determination and,
12 instead, demanded and required Plaintiff to continue filming the episode.

13 172. Due to Defendants’ refusals to accept Plaintiff’s determination, Defendants
14 breached their duty to Plaintiff under the contract.

15 173. As a result of that breach, Plaintiff has been damaged in an amount to be
16 determined at trial.

17 **CLAIM FOUR**
18 **BREACH OF CONTRACT**

19 174. Plaintiff hereby repeats and realleges paragraphs 1 – 171 as though fully set
20 forth herein.

21 175. Paragraph 6 of the Participant Agreement provides, “Producer will not use
22 the Footage and Materials to fictionalize an event.”

23 176. Defendants used the Footage and Materials from the crash and thereafter to
24 fictionalize that Plaintiff was able to and did drive a snow machine from the situs of the
25 crash back to Kavik River Camp.

1 177. In fact, Plaintiff was driven by a crew member back to Kavik River Camp as
2 a passenger on a snow machine.

3 178. This representation minimizes the appearance of the severity of Plaintiff's
4 injuries and thereby places her in a false light.

5 179. In doing so, Defendants breached the Participant Agreement.

6 180. Plaintiff was damaged thereby in an amount to be proved at trial.

7 **CLAIM FIVE**
8 **INTERFERENCE WITH BUSINESS RELATIONSHIPS**

9 181. Plaintiff hereby repeats and realleges paragraphs 1 – 178 as though fully set
10 forth herein.

11 182. Plaintiff had existing contractual relationships or business expectancies with
12 third parties for the benefit of Plaintiff.

13 183. Plaintiff informed Defendants of these relationships or expectancies and
14 Defendant knew of these relationships or expectancies.

15 184. On at least one occasion, Defendants interjected themselves in the business
16 relationship or expectancy.

17 185. Defendants interjected themselves in the relationship or expectancy for the
18 purpose of requiring Plaintiff to make herself wholly available for filming episodes in the
19 series.

20 186. Due Defendants' interference in the business relationship or business
21 expectancy, Defendants interference resulted in the termination of many of those
22 relationship or expectancies.

23 187. As a result of Defendants' interference with the relationships or
24 expectancies, Plaintiff's relationship and expectancies have been disrupted and Plaintiff
25 was injured and thereby damaged in an amount to be determined at trial.

**CLAIM SIX
TRESPASS TO CHATTELS**

1
2
3 188. Plaintiff hereby repeats and realleges paragraphs 1 – 185 as though fully set
4 forth herein.

5 189. At all times relevant hereto, Plaintiff had the absolute right to possession of
6 her pet and companion, Lil Bawb.

7 190. Defendants asserted dominion over and control of Lil Bawb during an OTF
8 filming session.

9 191. In furtherance of that dominion and control, and without notification to
10 Plaintiff, Defendants secreted and locked Lil Bawb, without protection, in a trailer that was
11 below zero in temperature and life-threatening to Lil Bawb.

12 192. Defendants intended to so secret and lock Lil Bawb into the life-threatening
13 condition without notification to Plaintiff and in interference with Plaintiff's right of
14 possession of Lil Bawb.

15 193. Plaintiff did not know of the interference until she heard Lil Bawb creating a
16 ruckus as a result of his

17 194. But for Defendants' interference with Plaintiff's right of possession of Lil
18 Bawb, Plaintiff would not have suffered the loss.

19 195. As a result of Defendants' interference, Plaintiff was injured and thereby
20 damaged in an amount to be proved at trial.

**CLAIM SEVEN
FALSE IMPRISONMENT**

21
22 196. Plaintiff hereby repeats and realleges paragraphs 1 – 193 as though fully set
23 forth herein.

1 207. The life-threatening acts that Defendants demanded of Plaintiff were acts
2 that Alaskans refused to perform in normal circumstances.

3 208. Plaintiff, too, protested to Defendants that the acts demanded by Defendants
4 were dangerous and life-threatening.

5 209. Defendants ignored Plaintiff’s protestations and, nevertheless, abusively
6 demanded that Plaintiff perform the acts notwithstanding her protestations and the inherent
7 danger.

8 210. In making their demands, Defendants misused the authority vested in them
9 by the terms of the Participant Agreement.

10 211. Plaintiff was the only object of Defendants’ actions.

11 212. As a result of Defendants’ actions, Plaintiff was injured and thereby
12 damaged in an amount to be proved at trial.

13 **CLAIM NINE**
14 **NEGLIGENCE**

15 213. Plaintiff hereby repeats and realleges paragraphs 1 – 210 as though fully set
16 forth herein.

17 214. At all times in their direction of Plaintiff and Plaintiff’s performances under
18 the Participant Agreement, Defendants had a duty to conform their actions and directions to
19 that standard of conduct for the protection of Plaintiff against an unreasonable risk of
20 injury.

21 215. In compelling Plaintiff to perform under the contract in manners that
22 subjected Plaintiff to unreasonable risks of injury, Defendants breached that duty owed to
23 Plaintiff.

24 216. The breach of that duty by Defendants resulted in injuries to Plaintiff in the
25 form of being hit by metal tent components resulting from high winds, and in the form of
26

1 extensive, serious, and personally debilitating permanent injuries resulting from the crash
2 of the snow machine.

3 217. But for Defendants' compulsion of Plaintiff to perform in the manner
4 commanded by Defendants, Plaintiff would not have suffered the injuries she sustained.

5 218. As a result of the injuries sustained by Plaintiff, she was damaged in an
6 amount to be proved at trial.

7 **CLAIM TEN**
8 **INTENTIONAL INFLICTION OF EMOTIONAL DISTRESS**

9 219. Plaintiff hereby repeats and realleges paragraphs 1 – 216 as though fully set
10 forth herein.

11 220. Over Plaintiff's objections and cautions, Defendants nevertheless
12 commanded and compelled Plaintiff to engage in activities that were life-threatening.

13 221. In so commanding and compelling, Defendants acted intentionally or with
14 reckless disregard to the dangers and Plaintiff's protestations.

15 222. Because the acts commanded and compelled by Defendants were life-
16 threatening and Defendants had been warned or otherwise knew the actions were life-
17 threatening or otherwise dangerous, Defendants' conduct was extreme and outrageous.

18 223. Defendants' conduct was the cause of Plaintiff's injuries and the severe
19 emotional distress suffered by Plaintiff.

20 224. As a result, Plaintiff was damaged in an amount to be proved at trial.

21 **CLAIM ELEVEN**
22 **NEGLIGENT INFLICTION OF EMOTIONAL DISTRESS**

23 225. Plaintiff hereby repeats and realleges paragraphs 1 – 222 as though fully set
24 forth herein.

25 226. Plaintiff commanded and compelled Plaintiff to engage in activities that
26 were life-threatening.

1 irrevocably release and forever discharge Producer and Network, any
2 sponsor of the Series or any other person or entity involved in the
3 development, production, distribution or other exploitation of the Series or
4 any derivative work thereof, and their respective affiliates, licensees,
5 successors and assigns (collectively, the "Released Parties") from and
6 against any and all claims, demands, actions, suits, costs, attorneys' fees,
7 damages, judgments, orders and liabilities of whatever kind or nature
8 (collectively, the "Claims") directly or indirectly related to or arising from
9 my participation in the Series and Producer's and/or Network's use of the
10 Footage and Material pursuant to this Agreement, including, without
11 limitation, any claims for any injury, illness, death, damage, loss or harm to
12 me or my property, libel, slander, defamation, false light, invasion of
13 privacy, right of publicity or personality, misappropriation, intentional
14 infliction of emotional distress, negligent infliction of emotional distress
15 and false imprisonment. I and the other Releasing Parties hereby
16 unconditionally and irrevocably agree that neither I nor the other Releasing
17 Parties will sue or make any claim against any of the Released Parties with
18 respect to any Claim released herein, except for Producer's breach of this
19 Agreement.

20 237. The language in paragraph 10 was drafted solely by Defendants and without
21 input from Plaintiff.

22 238. The language in paragraph 10 was represented to be "standard" language for
23 releases in the television show industry.

24 239. The language in paragraph 10 is solely beneficial to Defendants and
25 purports to relieve Defendants of any and all liability that might arise from their acts,
26 whether negligent or intentional.

27 240. Paragraph 11 of the Participant Agreement reads:

28 11. ASSUMPTION OF RISKS. I acknowledge that my participation in the
29 Series may involve hazardous activities and situations (including, but not
30 limited to, traveling in off terrain vehicles, small planes, or watercrafts;
31 consuming exotic and/or raw foods; being filmed or traveling during harsh
32 and unpredictable weather conditions; enduring long periods of isolation
33 with other participants and Producer's crew; encountering wild animals; and
34 using firearms or being in close proximity to someone using firearms). As
35 a result of my participation in such activities, I acknowledge that I may
36 suffer serious injuries, which could result in my death. Nevertheless, I am
37 voluntarily participating in these activities with knowledge of the danger
38 involved and I assume all risks of personal injury (including death) to

1 myself associate with my participation in the Series. I assume responsibility
2 for obtaining all desired and/or required insurance coverage for myself. I
3 agree that I will not bring or be a party to any legal action or claim against
4 any Released Party. In addition, I acknowledge that there is a possibility
5 that subsequent to the execution of this Agreement, I may discover facts or
6 incur or suffer claims which were unknown or unsuspected at the time this
7 Agreement was executed, and which if known by me at that time may have
8 materially affected my decision to execute this Agreement. I acknowledge
9 and agree that by reason of this Agreement, and the releases contained in
10 the preceding paragraphs, I am assuming any risk of such unknown facts
11 and such unknown and unsuspected claims

12 241. The language in paragraph 11 was drafted solely by Defendants and without
13 input from Plaintiff.

14 242. The language in paragraph 11 was represented to be “standard” language for
15 releases in the television show industry.

16 243. The language in paragraph 11 is solely beneficial to Defendants and
17 purports to relieve Defendants of any and all liability that might arise from their acts,
18 whether negligent or intentional, where those acts put Plaintiff at risk.

19 244. Prior to entering into the contractual relationship with Defendants, Plaintiff
20 was wholly inexperienced in matters of the nature of the subject matter of the Participant
21 Agreement.

22 245. When entering into the Participant Agreement, Plaintiff was represented
23 neither by counsel nor by an agent experienced in these matters.

24 246. Language in a contract that removes liability from a party for intentional
25 wrongs is contrary to public policy and is unconscionable.

26 **V. PRAYER FOR RELIEF**

WHEREFORE, Plaintiff respectfully requests judgment as follows:

1 1. That the Court finds that Defendants breached the implied covenant of good
2 faith in the Participant Agreement and award Plaintiff damages as proved thereon as
3 alleged in Claim One.

4 2. That the Court finds that Defendants breached the implied covenant of fair
5 dealing in the Participant Agreement and award Plaintiff damages as proved thereon as
6 alleged in Claim Two.

7 3. That the Court finds that the Defendants breached paragraph 12 of the
8 Participant Agreement vesting in Plaintiff the absolute right to determine if she is
9 physically and mentally able to participate in the Series and award Plaintiff damages as
10 proved thereon in Claim Three.

11 4. That the Court finds that the Defendants breached that portion of paragraph
12 6 of the Participant Agreement prohibiting Defendants from fictionalizing an event and
13 award Plaintiff damages as proved thereon in Claim Four.

14 5. That the Court finds that Defendants interjected themselves into Plaintiff's
15 actual and prospective business relationships and expectancies solely for the benefit of
16 Defendants and award Plaintiff damages as proved thereon in Claim Five.

17 6. That the Court finds that Defendants committed trespass to chattels with
18 respect to Plaintiff's companion and pet, Lil Bawb, and award Plaintiff damages as proved
19 thereon in Claim Six.

20 7. That the Court finds that Defendants falsely imprisoned Plaintiff and failed
21 to provide to her a means of escape and award Plaintiff damages as proved thereon in
22 Claim Seven.

23 8. That the Court finds that Defendants misused the authority vested in them
24 by the Participant Agreement and that their misuse and demands constituted outrage and
25 award Plaintiff damages as proved thereon in Claim Eight.

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
26

Dated this 17th day of February 2017.

Respectfully submitted,

STEVEN M. WELLS

s/ Steven M. Wells
Steven M. Wells, AKBA #0010066
Attorney for Plaintiff
431 W 7th Ave Ste 107
Anchorage, AK 99501
Telephone: (907) 279-3557
Facsimile: (907) 279-3558
Email: steve@stevenmwellsllaw.com

CARPELAW PLLC

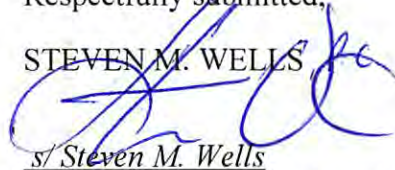
s/ Robert S. Apgood
Robert S. Apgood, WSBA #31023
Attorney for Plaintiff
Pro Hac Vice
CARPELAW PLLC
5202 223rd St SE
Bothell, WA 98021-8075
Telephone: (206) 624-2379
Facsimile: (206) 535-2930
Email: rob@carpelaw.com

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
26

Dated this 17th day of February 2017.

Respectfully submitted,

STEVEN M. WELLS



s/ Steven M. Wells

Steven M. Wells, AKBA #0010066
Attorney for Plaintiff
431 W 7th Ave Ste 107
Anchorage, AK 99501
Telephone: (907) 279-3557
Facsimile: (907) 279-3558
Email: steve@stevenmwellslaw.com

CARPELAW PLLC

s/ Robert S. Apgood

Robert S. Apgood, WSBA #31023
Attorney for Plaintiff
Pro Hac Vice
CARPELAW PLLC
5202 223rd St SE
Bothell, WA 98021-8075
Telephone: (206) 624-2379
Facsimile: (206) 535-2930
Email: rob@carpelaw.com