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7 IN THE SUPERIOR COURT OF THE STATE OF WASHINGTON
8 IN AND FOR THE COUNTY OF PIERCE

9 TRIDENT SEAFOODS CORPORATION,
a Washington corporation.

10 Plaintiff,

11 v.

12 CITY OF TACOMA, a Washington municipal
corporation

13 Defendant.

No.:

COMPLAINT FOR DAMAGES

JURY TRIAL DEMANDED

14
15 **I. PARTIES**

16 1. Plaintiff Trident Seafoods Corporation (“Trident”) is a Washington corporation with
17 its principal place of business in Seattle, Washington. At all relevant times, Trident owned and
18 operated the commercial fishing and processing vessel KODIAK ENTERPRISE (the “Vessel”).

19 2. Defendant City of Tacoma (the “City”) is a Washington municipal corporation
20 located in Pierce County. Pursuant to RCW 4.96.010, the City is liable for the tortious conduct of its
21 officers, employees, and volunteers acting within the scope of their official duties to the same extent
22 as a private person or corporation. The City provides firefighting and other emergency response
23 services through its department, the Tacoma Fire Department (“TFD”). At all relevant times,
24 TFD held and exercised exclusive incident command authority over the fire response at issue.
25 All acts and omissions of TFD personnel described herein were performed within the course and
26 scope of their official duties.

1 the Vessel, likely in the dry stores space. All crewmembers aboard the Vessel at the time evacuated
2 safely. TFD was dispatched to the fire at approximately 3:19 a.m. and arrived on scene at
3 approximately 3:27 a.m.

4 9. Upon its arrival, TFD immediately assumed primary responsibility for fighting the
5 fire. Consistent with the VRP, Trident engaged Resolve to respond to the fire, deploy its personnel
6 and equipment, and assist with the fire response. Resolve deployed multiple professional marine
7 firefighters to the scene, who began arriving at around 6 a.m. Upon Resolve's arrival, and at all
8 relevant times, TFD remained in command and control of all firefighting decisions, tactics,
9 and strategies. Resolve assumed a role of advising and assisting.

10 10. At approximately 7:19 a.m. on April 8, 2023, TFD Battalion Chief Todd Magliocca
11 ("BC Magliocca") assumed the role of Incident Commander ("IC").

12 11. From the outset of his assumption of command, BC Magliocca was dismissive of,
13 uninterested in, and/or unreceptive to Resolve's marine firefighting expertise and its
14 recommendations with respect to the Vessel fire.

15 **C. The Fire Is Contained; Resolve Requests Command**

16 12. Between about 11:00 a.m. and 1:30 p.m. on April 8, 2023, the fire was brought
17 substantially under control and was contained in the forward part of the Vessel. Most of the Vessel,
18 including the factory spaces, wheelhouse, and engine room, remained unburnt. TFD's own Event
19 Chronology reflects that the fire was diminishing through the afternoon hours.

20 13. With the fire substantially contained and controlled, Resolve recommended that TFD
21 adopt a defensive "boundary cooling and isolation" strategy – sealing the forward compartments as
22 completely as possible, cooling all six sides of the fire compartment, depriving the fire of oxygen,
23 and allowing the fire to burn out within the confined forward spaces over an extended period.
24 This recommendation was rejected by TFD.

1 **D. TFD Deploys PPV: A Reckless Decision**

2 14. At approximately 6:00 p.m. on April 8, 2023, several hours after the fire had been
3 contained and controlled in and around the dry stores area of the forward part of the Vessel, TFD,
4 through BC Magliocca, decided to deploy positive pressure ventilation (“PPV”) by inserting one or
5 more large positive displacement fan(s) into the Vessel.

6 15. PPV is a technique in which powerful fans force large volumes of pressurized air into
7 a space. While PPV has recognized applications in certain land-based structural fire scenarios, it is
8 widely recognized within the professional marine firefighting community as dangerous and
9 contraindicated for shipboard fires. Unlike land-based structures, vessels contain interconnected
10 compartment systems, machinery spaces, fuel sources, and complex internal pathways.
11 Forcing pressurized air into a partially-controlled shipboard fire without knowing the exhaust path
12 creates a well-known and substantial risk that oxygen will reach residual fire or heat, causing it to
13 reignite and spread.

14 16. Before BC Magliocca executed the decision to deploy PPV, Resolve’s on-scene
15 personnel expressly communicated their disagreement with the strategy to BC Magliocca.
16 Resolve further expressed that if TFD would leave the fire in its current state, which was largely
17 controlled and contained, and simply maintain a fire watch overnight, then Resolve would set up
18 overnight and take control of the command in the morning. BC Magliocca ignored and/or rejected
19 Resolve’s offer and opinions.

20 17. At around 6:45 p.m., TFD deployed PPV without determining the exhaust path for the
21 pressurized air to be introduced into the Vessel. TFD did not consult Trident or any other
22 stakeholder with knowledge of the Vessel’s design or condition. TFD acted unilaterally, and at the
23 time of its decision to deploy PPV, with the fire diminishing and under control, there was not an
24 urgent or operational emergency that required such an aggressive, imprudent and
25 reckless intervention.

1 18. TFD's own written marine firefighting policy, TFD Policy 4007, instructs that
2 shipboard fires "should be approached in a timely, yet safe and prudent manner; much like the
3 approach to a hazardous materials incident where it is preferable to proceed slowly rather than to
4 react too quickly." The IFSTA Marine Firefighting for Land-Based Firefighters treatise,
5 which TFD's own Policy 4007 identifies as its authoritative reference, warns that professional
6 mariners are likely to view fire service ventilation tactics with concern, that fire investigation reports
7 describe fires resulting in extensive damage due to improper ventilation techniques used by land-
8 based firefighters, and that incident commanders must discuss ventilation techniques within the
9 unified command process before implementation and give Vessel representatives an opportunity to
10 explain any reasons why ventilation should not be used. None of these steps were taken.

11 19. Notably, TFD's 75-page Event Chronology for April 8, 2023, which is detailed
12 enough to record individual unit movements throughout the day, contains no reference whatsoever to
13 the decision to deploy PPV. The apparent absence of documentation of this consequential tactical
14 decision is itself significant.

15 **E. PPV Causes Catastrophic Additional Damage**

16 20. Within minutes after TFD commenced its misguided use of PPV, there was a massive
17 increase in smoke that was noted by Resolve as "thick, black, and pushing with pressure."
18 Shortly thereafter, for the first time in many hours, fire could be seen by shoreside personnel.
19 The fire continued to grow and, no more than two hours after TFD's insertion of PPV, TFD lost
20 control of the fire. At 8:58 p.m., TFD's Event Chronology states, "Transitioning to Defensive." At or
21 near the same time, TFD removed all firefighting crews from the Vessel due to increases in
22 temperature and related concerns for safety. In the ensuing minutes and hours, the fire spread
23 quickly through the living spaces and superstructure of the Vessel. Eventually, it spread to all other
24 areas of the Vessel, including the engine room and factory. Ultimately, the Vessel burned from stem
25 to stern. The Vessel was a total loss.
26

1 21. But for TFD's deployment of PPV, the fire would have been contained to the forward
2 area of the Vessel in the vicinity of the dry stores space; the Vessel would not have been a total loss.
3 The damage to the pilothouse, factory spaces, engine room, and all other portions of the Vessel
4 beyond the spaces where the fire was contained prior to the deployment of PPV, was caused by
5 TFD's tortious conduct.

6 **IV. COMPLIANCE WITH WASHINGTON TORT CLAIMS ACT**

7 22. Pursuant to RCW 4.96.020, Trident timely filed and served a written tort claim upon
8 the City of Tacoma prior to commencing this action, describing TFD's conduct and the resulting
9 damages. The statutory waiting period has expired. This action is timely filed.

10 **V. CAUSES OF ACTION**

11 **COUNT 1**
12 **NEGLIGENCE**

13 *(Washington Law and/or General Maritime Law)*

14 23. Trident incorporates all preceding paragraphs by reference.

15 24. Under RCW 4.96.010, the City is liable for TFD's tortious conduct to the same extent
16 as a private person or corporation. The applicable standard of care is that of a reasonably prudent
17 shoreside fire department, or equivalently a reasonably prudent marine firefighting contractor —
18 the private entity performing comparable services. Under general maritime law, the standard is
19 reasonable care under the circumstances.

20 25. By assuming and maintaining exclusive incident command over the fire response,
21 the City undertook a duty to conduct all firefighting and fire recovery operations with reasonable
22 care. Without limitation, that duty included obligations to: (a) employ firefighting techniques
23 appropriate to a shipboard environment; (b) seek and meaningfully consider the input of available
24 marine firefighting professionals; (c) possess or obtain adequate information, including exhaust path
25 knowledge, before deploying PPV; (d) avoid taking actions foreseeably likely to cause a controlled
26

1 fire to spread; and (e) otherwise employ prudent firefighting methods and techniques based upon the
2 circumstances present.

3 26. The City breached its duty of reasonable care by, among other things:

- 4 (a) Deploying PPV;
- 5 (b) Deploying PPV without knowing the exhaust path for the pressurized air or otherwise
6 deploying PPV without following proper principles appropriate under the
7 circumstances;
- 8 (c) Proceeding with PPV deployment despite reservations or objections expressed by
9 Resolve's on-scene marine firefighting professionals;
- 10 (d) Failing to adequately consult all interested stakeholders before deploying PPV;
- 11 (e) Refusing to yield incident command to Resolve after the fire was contained and
12 Resolve offered to assume command;
- 13 (f) Rejecting Resolve's recommended boundary cooling and isolation strategy without
14 rational basis;
- 15 (g) Otherwise failing to adequately obtain and consider the expertise of Resolve Marine,
16 who had far more expertise regarding marine firefighting than TFD;
- 17 (h) Improperly training or educating TFD on marine firefighting;
- 18 (i) Applying an offensive, land-based firefighting approach to a complex shipboard fire
19 environment, contrary to TFD's own written policy and authoritative professional
20 guidance;
- 21 (j) Failing to adopt and utilize other prudent practices necessary for marine firefighting,
22 such as properly and safely dewatering the Vessel, adequately considering Vessel
23 stability factors as massive amounts of water were inserted into the Vessel,
24 and properly involving, advising, and obtaining input from the Unified Command,
- 25 (k) Failing to otherwise properly close ventilation access to the fire, and instead taking
26 specific actions to increase ventilation;

1 (l) Taking actions that jeopardized the safety of personnel from TFD and Resolve;
2 and

3 (m) As otherwise proved at trial.

4 27. As a direct and proximate result of the City's negligence, Trident suffered property
5 damages in an amount to be proved at trial but that likely exceed \$100,000,000.00.

6 **COUNT 2**
7 **GROSS NEGLIGENCE AND RECKLESSNESS**
8 *(Washington Law and/or General Maritime Law)*

9 28. Trident incorporates all preceding paragraphs by reference.

10 29. The City's conduct constituted gross negligence and recklessness, marked by a
11 conscious disregard of a known and substantial risk of harm. The following circumstances,
12 individually and collectively, demonstrate that the decision to deploy PPV was beyond
13 ordinary negligence:

14 (a) The decision was made several hours after the fire was controlled, with no emergency
15 and no operational necessity for immediate action;

16 (b) The decision was made despite the express and contemporaneous objection of
17 Resolve's on-scene marine firefighting professionals;

18 (c) TFD knew or should have known that Resolve possessed superior expertise,
19 experience, and knowledge of marine firefighting tactics, as compared to TFD;

20 (d) TFD did not seek Resolve's input and was actively unreceptive to it, proceeding with
21 a tactic that Resolve explicitly cautioned against;

22 (e) The decision was made without fully advising other stakeholders or interested parties,
23 such as the U.S. Coast Guard;

24 (f) The decision was made without knowledge of the exhaust path, though such
25 information was essential before deployment in a shipboard environment;
26

1 (g) TFD's own authoritative policy reference strongly cautions against the use of PPV;
2 and

3 (h) There may be other facts and circumstances as proved at trial that demonstrate and
4 support a finding that supports gross negligence, willful or wanton failures,
5 or recklessness.

6 30. TFD's decision to proceed with PPV, in full awareness of Resolve's objection,
7 without any emergency compelling immediate action, and without the information necessary to
8 deploy the technique safely, constitutes conscious disregard of a known and substantial risk of
9 catastrophic harm to the Vessel.

10 31. As a direct and proximate result of the City's gross negligence and recklessness,
11 Trident suffered the damages described herein. The City's conduct also supports an award of
12 punitive damages as further alleged below.

13 **COUNT 3**
14 **NEGLIGENT EXERCISE OF UNDERTAKEN DUTY**
15 *(Restatement (Second) of Torts § 324A; Washington Law and/or General Maritime Law)*

16 32. Trident incorporates all preceding paragraphs by reference.

17 33. Under Restatement (Second) of Torts § 324A, as recognized in Washington and
18 admiralty law, a party who undertakes to render services necessary for the protection of another's
19 property is liable for resulting harm if the negligent performance of that undertaking increases the
20 risk of harm, or if the harm occurs because the other relied on the undertaking.

21 34. By responding to the fire and assuming exclusive incident command, the City,
22 through TFD, undertook to render fire response services they knew were necessary for the protection
23 of the Vessel and its owner, Trident. By insisting on retaining exclusive command and displacing
24 Resolve, TFD deprived Trident of the benefit of Resolve's specialized expertise during the critical
25 post-containment phase.

1 VRP, on file with the Coast Guard, for use in emergencies like the one that arose here. Resolve was
2 so designated. This federal regulatory framework reflects a congressional and Coast Guard
3 determination that vessel emergencies at port are to be managed by designated, qualified marine
4 response contractors, and not to be overridden by shore-based municipal incident commanders
5 applying land-based tactics. By assuming and retaining exclusive incident command, refusing to
6 yield to Resolve upon request, and deploying PPV unilaterally without the consultation the VRP
7 structure contemplates, the City acted in contravention of the federal regulatory response framework
8 established under 33 C.F.R. Part 155, frustrating its operation and causing precisely the harm it was
9 designed to prevent.

10 41. Trident and the Vessel are within the class of persons and property these standards are
11 designed to protect. The harm suffered here was catastrophic fire spread caused by improper
12 ventilation of a partially-controlled shipboard fire, and is the type of harm these regulations and
13 standards are designed to prevent.

14 42. The City violated these standards by deploying PPV without exhaust-path knowledge,
15 without consulting Vessel representatives, without unified command process, and over the express
16 objection of designated marine firefighting professionals. These violations constitute negligence per
17 se, and as a direct and proximate result, Trident suffered the damages alleged herein.

18
19 **COUNT 5**
PUNITIVE DAMAGES
20 *(General Maritime Law)*

21 43. Trident incorporates all preceding paragraphs by reference.

22 44. Under general maritime law, punitive damages are available for willful and wanton or
23 reckless conduct. *See Atlantic Sounding Co. v. Townsend*, 557 U.S. 404 (2009); *Exxon Shipping Co.*
24 *v. Baker*, 554 U.S. 471 (2008). As alleged in Count II, the City's conduct in deploying PPV without
25 required information, over the contemporaneously documented objection of marine professionals,
26 without operational necessity or emergency, and in willful disregard of the authoritative guidance

1 that TFD's own policies incorporate, constitutes willful and wanton and/or reckless conduct that
2 supports punitive damages under maritime law. There may be other facts or circumstances that
3 support a finding that the City acted in a manner that was willful, wanton or reckless, to be proved at
4 trial.

5 45. Punitive damages are warranted to punish the City for its reckless disregard of the
6 safety and integrity of the Vessel and to deter similar conduct in future marine emergency responses.

7 **PRAYER FOR RELIEF**

8 WHEREFORE, Plaintiff Trident Seafoods Corporation prays for judgment against the City,
9 as follows:

10 1. Compensatory damages for all property damage to the Vessel caused by the City's
11 conduct, in an amount to be proved at trial;

12 2. Punitive damages under general maritime law and/or any other applicable theory, in
13 an amount sufficient to punish the City's willful, wanton, or reckless conduct and deter similar
14 misconduct;

15 3. Pre-judgment and post-judgment interest at the maximum rate allowed by law;

16 4. Costs of suit and attorneys' fees to the extent permitted by law; and

17 5. Such other and further relief as the Court deems just and equitable.

18 **DEMAND FOR JURY TRIAL**

19 Pursuant to CR 38 of the Washington Superior Court Civil Rules and the saving-to-suitors
20 clause of 28 U.S.C. § 1333(1), Plaintiff hereby demands trial by jury of all issues so triable.

21 Respectfully submitted this 27th day of March, 2026.

22 NICOLL BLACK ALTENBRUN & FEIG
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