

Assigned for all purposes to: Spring Street Courthouse, Judicial Officer: Michael Whitaker

1 Gloria Allred (65033)
2 *gallred@amglaw.com*
3 Nathan Goldberg (61292)
4 *ngoldberg@amglaw.com*
5 Renee Mochkatel (106049)
6 *rmochkatel@amglaw.com*
7 **ALLRED, MAROKO & GOLDBERG**
8 6300 Wilshire Blvd., Suite 1500
9 Los Angeles, CA 90048
10 Tel: (323) 653-6530
11 Fax: (323) 653-1660

8 John C. Carpenter (155610)
9 *carpenter@czrlaw.com*
10 Carlos A. Hernandez (316905)
11 *carpenter@czrlaw.com*
12 **CARPENTER & ZUCKERMAN**
13 8827 West Olympic Boulevard
14 Beverly Hills, California 90211
15 Tel: (310) 273-1230
16 Fax: (310) 858-1063

14 Attorneys for Plaintiff,
15 MAMIE MITCHELL

15 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**
16 **FOR THE COUNTY OF LOS ANGELES**

18 MAMIE MITCHELL, an individual;

19 Plaintiff,

20 vs.

21 RUST MOVIE PRODUCTIONS, LLC., a domestic
22 limited liability company; ALEXANDER R.
23 BALDWIN III, an individual; EL DORADO
24 PICTURES, INC., California corporation; RYAN
25 DONNELL SMITH, an individual; LANGLEY
26 ALLEN CHENEY, an individual;
27 THOMASVILLE PICTURES, LLC, a domestic
28 limited liability company; NATHAN KLINGHER,
an individual; RYAN WINTERSTERN, an
individual; SHORT PORCH PICTURES, LLC, a
domestic limited liability company; ANJUL
NIGAM, an individual; BRITTANY HOUSE

CASE NO.: 21STCV42301

COMPLAINT FOR DAMAGES FOR:

- 1. ASSAULT
- 2. INTENTIONAL INFLICTION OF EMOTIONAL DISTRESS
- 3. DELIBERATE INFLICTION OF HARM

**** DEMAND FOR JURY TRIAL ****

1 PICTURES, a business form unknown;
2 MATTHEW DELPIANO, an individual;
3 CALVARY MEDIA, INC., a Delaware
4 corporation; GABRIELLE PICKEL, an individual;
5 3RD SHIFT MEDIA, LLC, a domestic limited
6 liability company; HANNAH GUTIERREZ-
7 REED, an individual; SARAH ZACHRY, an
8 individual; SETH KENNEY, an individual;
9 DAVID HALLS, an individual; KATHERINE
10 WALTERS, an individual; CHRIS M.B. SHARP,
11 an individual; JENNIFER LAMB, an individual;
12 EMILY SALVESON, an individual;
13 STREAMLINE GLOBAL, a business form
14 unknown; and DOES 1 through 100, Inclusive;

15
16
17
18
19
20
21
22
23
24
25
26
27
28
Defendants.

11
12 COMES NOW, Plaintiff MAMIE MITCHELL, an individual, who complains and alleges
13 against Defendants RUST MOVIE PRODUCTIONS, LLC., a domestic limited liability company;
14 ALEXANDER R. BALDWIN III, an individual; EL DORADO PICTURES, INC., California
15 corporation; RYAN DONNELL SMITH, an individual; ALLEN CHENEY, an individual;
16 THOMASVILLE PICTURES, LLC, a domestic limited liability company; NATHAN KLINGHER,
17 an individual; RYAN WINTERSTERN, an individual; SHORT PORCH PICTURES, LLC, a
18 domestic limited liability company; ANJUL NIGAM, an individual; BRITTANY HOUSE
19 PICTURES, a business form unknown; MATTHEW DELPIANO, an individual; CALVARY
20 MEDIA, INC., a Delaware corporation; GABRIELLE PICKEL, an individual; 3RD SHIFT
21 MEDIA, LLC, a domestic limited liability company, HANNAH GUTIERREZ-REED, an
22 individual, SARAH ZACHRY, an individual, SETH KENNEY, an individual, DAVID HALLS, an
23 individual, KATHERINE WALTERS, an individual, CHRIS M.B. SHARP, an individual,
24 JENNIFER LAMB, an individual, EMILY SALVESON, an individual, STREAMLINE GLOBAL,
25 a business form unknown, and DOES 1 through 100, inclusive (hereinafter “DEFENDANTS”) ,
26 the following:

27 ///

28 ///

1 DEFENDANTS engaged in, without limitation, the following intentional acts and/or
2 omissions, without any just cause or excuse, that were reasonably expected to result in the injury
3 suffered by Plaintiff with utter disregard for the consequences (*see Delgado v. Phelps Dodge*
4 *Chino, Inc.* (2001) 34 P.3d 1148, 1156):

5 On October 21st, 2021, on the set of the production, “*Rust*”, Defendant ALEXANDER R.
6 BALDWIN III (“Alec Baldwin”) fired a loaded gun containing a live bullet killing Director of
7 Photography Halyna Hutchins, injuring Director Joel Souza, and causing physical and emotional
8 injuries to Plaintiff Mamie Mitchell, the Script Supervisor, who was standing in the line of fire
9 when the gun went off.

10 Days before the shooting, a camera operator had reported two unexpected gun discharges
11 during a rehearsal in a cabin. “This is super unsafe,” the camera operator wrote in a text message to
12 the production manager.

13 On the day of the shooting, union camera operators and their assistants had walked off the
14 job to protest working conditions, including concerns about safety.

15 Every safety protocol designed to ensure that firearms would be safely used were ignored,
16 and actions that were taken were against all industry norms, including, without limitation, as
17 follows:

- 18 • Live ammunition was allowed onto the set despite the fact that live ammunition is never
19 to be used nor brought onto any studio lot or stage.
- 20 • Alec Baldwin intentionally, without just cause or excuse, cocked and fired the loaded
21 gun even though the upcoming scene to be filmed did not call for the cocking and firing
22 of a firearm.
- 23 • Alec Baldwin intentionally, without just cause or excuse, fired the gun towards
24 individuals, including Plaintiff, Ms. Hutchins, and Mr. Souza, even though protocol was
25 not to do so.

26 ///

27 ///

28

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
27
28

- The gun was handed to Alec Baldwin by the Assistant Director. Guns are never to be handed to an actor by anyone other than the Prop Master or Armorer. Mr. Baldwin, being an industry veteran, knew that the gun in question should not have been handed to him by the Assistant Director and he also knew that he could not rely upon the Assistant Director’s representation that it was a “cold gun” and that the gun was safe to use.
- The industry wide safety bulletin for use of firearms mandates that all firearms are to be treated as though they are loaded because, as Alec Baldwin knew, guns are inherently dangerous weapons. Alec Baldwin should have assumed that the gun in question was loaded unless and until it was demonstrated to him or checked by him that it was not loaded. He had no right to rely upon some alleged statement by the Assistant Director that it was a “cold gun”. Mr. Baldwin cannot hide behind the Assistant Director to attempt to excuse the fact that he did not check the gun himself.
- Alec Baldwin, without just cause or excuse, failed to check the gun to see if the firearm was loaded.
- The industry norm is that the Armorer hands the gun to the Actor and demonstrates to the Actor, in this case Alec Baldwin, that the gun chambers are empty. Alec Baldwin knew that this was the norm and that it was not followed. The industry norm and safety bulletin mandates that no one shall be issued a firearm until he or she is trained in safe handling, safe use, the safety lock, and proper firing procedures. Alec Baldwin knew that these were the safety protocols and chose to ignore them.
- All guns and ammunition are supposed to be secured throughout the production. The Armorer is required to keep all guns and ammunitions locked up, or to stay with the guns and ammunition until they are used. Instead, the Armorer allowed guns and ammunition to be left unattended on a rolling cart outside the Church at midday on Thursday during the lunch break.

///
///

1 Safety Bulletins put out by the Industry Wide Labor Management Safety Committee are
2 normally sent to everyone that gets the call sheet for the day. This was not done and all safety
3 protocols required were not followed.

4 The events that led to the shooting by Mr. Baldwin of a loaded gun constituted intentional
5 acts and/or omissions, without any just cause or excuse, on Alec Baldwin's part or the Producers of
6 "Rust". Mr. Baldwin chose to play Russian Roulette with a loaded gun without checking it and
7 without having the Armorer do so. His behavior and that of the Producers on "Rust" were
8 intentional acts and/or omissions, without any just cause or excuse and with utter disregard of the
9 consequences of said acts and/or omissions. The fact that live ammunition was allowed on a movie
10 set, that guns and ammunition were left unattended, that the gun in question was handed to Mr.
11 Baldwin by the Assistant director who had no business doing so, the fact that safety bulletins were
12 not promulgated or ignored, coupled with the fact that the scene in question did not call for a gun to
13 be fired at all, makes this a case where injury or death was much more than just a possibility – it
14 was a likely result.

15 **PARTIES**

16 1. Plaintiff MAMIE MITCHELL (hereinafter "Plaintiff") is and, at all relevant times,
17 was a resident of the County of Santa Fe, State of New Mexico and, a Script Supervisor for the
18 western-themed motion picture "Rust" at issue in this litigation.

19 2. Plaintiff is informed and believes, and thereon alleges, that Defendant RUST
20 MOVIE PRODUCTIONS, LLC is a domestic limited liability company organized in and existing
21 under the laws of the State of New Mexico with its principal place of business in Thomasville,
22 Georgia (hereinafter "DEFENDANT RUST MOVIE PRODUCTIONS"). Plaintiff is further
23 informed and believes, and thereon alleges, that RUST MOVIE PRODUCTIONS was organized to
24 produce the film "Rust".

25 3. Plaintiff is informed and believes, and thereon alleges, that Defendant
26 ALEXANDER R. BALDWIN III, an individual, is and, at all relevant times, was a resident of New
27 York ("DEFENDANT BALDWIN"). Plaintiff is further informed and believes, and thereon
28

1 alleges, that DEFENDANT BALDWIN was an actor in and producer of the film “*Rust*” and, at all
2 relevant times, contracted as an individual and/or in his official capacity with the loan-out
3 corporation DEFENDANT EL DORADO PICTURES and/or DOES 1 to 50 to provide said
4 services for the filming of “*Rust*”.

5 4. Plaintiff is informed and believes, and thereon alleges, that Defendant EL DORADO
6 PICTURES is a corporation incorporated in and existing under the laws of the State of California
7 with its principal place of business in California, County of Los Angeles (hereinafter
8 “DEFENDANT EL DORADO PICTURES”). Plaintiff is informed and believes, and thereon
9 alleges, that EL DORADO PICTURES was the loan-out corporation for Defendant BALDWIN
10 related to the filming of “*Rust*”.

11 5. Plaintiff is informed and believes, and thereon alleges, that Defendant RYAN
12 DONNELL SMITH, an individual, is and, at all relevant times, was a resident of California, County
13 of Los Angeles (“DEFENDANT SMITH”). Plaintiff is further informed and believes, and thereon
14 alleges, that DEFENDANT SMITH was a producer of the film “*Rust*” and, at all relevant times,
15 contracted as an individual and/or in his official capacity with Defendant THOMASVILLE
16 PICTURES, LLC and/or DOES 1 to 50 to provide said service for the filming of “*Rust*”.

17 6. Plaintiff is informed and believes, and thereon alleges, that Defendant LANGLEY
18 ALLEN CHENEY, an individual, is and, at all relevant times, was a resident of California, County
19 of Los Angeles (“DEFENDANT CHENEY”). Plaintiff is further informed and believes, and
20 thereon alleges, that DEFENDANT CHENEY was an executive producer of the film “*Rust*” and, at
21 all relevant times, contracted as an individual and/or in his official capacity with Defendant
22 THOMASVILLE PICTURES, LLC and/or DOES 1 to 50 to provide said service for the filming of
23 “*Rust*”.

24 7. Plaintiff is informed and believes, and thereon alleges, that Defendant
25 THOMASVILLE PICTURES, LLC is a limited liability company organized in and existing under
26 the laws of Georgia with its principal place of business in Thomasville, Georgia (hereinafter
27 “DEFENDANT THOMASVILLE PICTURES”). Plaintiff is informed and believes, and thereon
28

1 alleges, that DEFENDANT THOMASVILLE PICTURES is Defendant SMITH's and Defendant
2 CHENEY's Georgia-based studio specializing in creating low-budget film projects, including,
3 without limitation, "*Rust*".

4 8. Plaintiff is informed and believes, and thereon alleges, that Defendant NATHAN
5 KLINGHER, an individual, is and, at all relevant times, was a resident of California, County of Los
6 Angeles ("DEFENDANT KLINGHER"). Plaintiff is further informed and believes, and thereon
7 alleges, that DEFENDANT KLINGHER was a producer of the film "*Rust*" and, at all relevant
8 times, contracted as an individual and/or in his official capacity with Defendant SHORT PORCH
9 PICTURES, LLC and/or DOES 1 to 50 to provide said service for the filming of "*Rust*".

10 9. Plaintiff is informed and believes, and thereon alleges, that Defendant RYAN
11 WINTERSTERN, an individual, is and, at all relevant times, was a resident of California, County
12 of Los Angeles ("DEFENDANT WINTERSTERN"). Plaintiff is further informed and believes,
13 and thereon alleges, that DEFENDANT WINTERSTERN was a producer of the film "*Rust*" and, at
14 all relevant times, contracted as an individual and/or in his official capacity with Defendant SHORT
15 PORCH PICTURES, LLC and/or DOES 1 to 50 to provide said service for the filming of "*Rust*".

16 10. Plaintiff is informed and believes, and thereon alleges, that Defendant SHORT
17 PORCH PICTURES, LLC is a limited liability company organized in and existing under the laws
18 of the State of California with its principal place of business in California, County of Los Angeles
19 (hereinafter "DEFENDANT SHORT PORCH PICTURES"). Plaintiff is informed and believes,
20 and thereon alleges, that SHORT PORCH PICTURES was the loan-out corporation for
21 DEFENDANT KLINGHER and DEFENDANT WINTERSTERN related to the filming of "*Rust*".

22 11. Plaintiff is informed and believes, and thereon alleges, that Defendant ANJUL
23 NIGAM, an individual, is and, at all relevant times, was a resident of California, County of Los
24 Angeles ("DEFENDANT NIGAM"). Plaintiff is further informed and believes, and thereon
25 alleges, that DEFENDANT NIGAM was a producer of the film "*Rust*" and, at all relevant times,
26 contracted as an individual and/or in his official capacity with Defendant BRITTANY HOUSE
27 PICTURES and/or DOES 1 to 50 to provide said service for the filming of "*Rust*".
28

1 12. Plaintiff is informed and believes, and thereon alleges, that Defendant BRITTANY
2 HOUSE PICTURES is a business form unknown (hereinafter “DEFENDANT BRITTANY
3 HOUSE PICTURES”). Plaintiff is informed and believes, and thereon alleges, that DEFENDANT
4 BRITTANY HOUSE PICTURES was the loan-out corporation for DEFENDANT NIGAM related
5 to the filming of “*Rust*”.

6 13. Plaintiff is informed and believes, and thereon alleges, that Defendant MATTHEW
7 DELPIANO, an individual, is and, at all relevant times, was a resident of California, County of Los
8 Angeles (“DEFENDANT DELPIANO”). Plaintiff is further informed and believes, and thereon
9 alleges, that DEFENDANT DELPIANO was a producer of the film “*Rust*” and, at all relevant
10 times, contracted as an individual and/or in his official capacity with Defendant CALVARY
11 MEDIA, INC. and/or DOES 1 to 50 to provide said service for the filming of “*Rust*”.

12 14. Plaintiff is informed and believes, and thereon alleges, that Defendant CALVARY
13 MEDIA, INC. is a corporation incorporated in and existing under the laws of the State of Delaware
14 with its principal place of business in the State of California, County of Los Angeles (hereinafter
15 “DEFENDANT CALVARY MEDIA”). Plaintiff is informed and believes, and thereon alleges,
16 that DEFENDANT CALVARY MEDIA was the loan-out corporation for DEFENDANT
17 DELPIANO related to the filming of “*Rust*”.

18 15. Plaintiff is informed and believes, and thereon alleges, that Defendant GABRIELLE
19 PICKEL, an individual, is and, at all relevant times, was a resident of the State of Georgia
20 (“DEFENDANT PICKEL”). Plaintiff is further informed and believes, and thereon alleges, that
21 DEFENDANT PICKEL was a line producer of the film *Rust* and, at all relevant times, contracted
22 as an individual and/or in her official capacity with Defendant 3RD SHIFT MEDIA, LLC and/or
23 DOES 1 to 50 to provide said service for the filming of *Rust*.

24 16. Plaintiff is informed and believes, and thereon alleges, that Defendant 3RD SHIFT
25 MEDIA, LLC is a domestic limited liability company organized in and existing under the laws of
26 the State of Georgia with its principal place of business in Norcross, Georgia (hereinafter
27 “DEFENDANT 3RD SHIFT MEDIA”). Plaintiff is informed and believes, and thereon alleges,
28

1 that DEFENDANT 3RD SHIFT MEDIA was the loan-out corporation for DEFENDANT PICKEL
2 related to the filming of “*Rust*”.

3 17. Plaintiff is informed and believes, and thereon alleges, that Defendant HANNAH
4 GUTIERREZ-REED, an individual, is and, at all relevant times, was a resident of the State of
5 Arizona (“DEFENDANT GUTIERREZ-REED”). Plaintiff is further informed and believes, and
6 thereon alleges, that DEFENDANT GUTIERREZ-REED was, without limitation, the armorer for
7 the film “*Rust*” and, at all relevant times, contracted as an individual and/or in her official capacity
8 with DOES 1 to 50 to provide said service for the filming of “*Rust*”.

9 18. Plaintiff is informed and believes, and thereon alleges, that Defendant SARAH
10 ZACHRY, an individual, is and, at all relevant times, was a resident of the State of California
11 (“DEFENDANT ZACHRY”). Plaintiff is further informed and believes, and thereon alleges, that
12 DEFENDANT ZACHRY was, without limitation, the prop master for the film “*Rust*” and, at all
13 relevant times, contracted as an individual and/or in her official capacity with DOES 1 to 50 to
14 provide said service for the filming of “*Rust*”.

15 19. Plaintiff is informed and believes, and thereon alleges, that Defendant SETH
16 KENNEY, an individual, is and, at all relevant times, was a resident of the State of Arizona
17 (“DEFENDANT KENNEY”). Plaintiff is further informed and believes, and thereon alleges, that
18 DEFENDANT KENNEY was, without limitation, an armorer assistant for the film “*Rust*” and, at
19 all relevant times, contracted as an individual and/or in his official capacity with DOES 1 to 50 to
20 provide said service for the filming of “*Rust*”.

21 20. Plaintiff is informed and believes, and thereon alleges, that Defendant DAVID
22 HALLS, an individual, is and, at all relevant times, was a resident of the State of New Mexico
23 (“DEFENDANT HALLS”). Plaintiff is further informed and believes, and thereon alleges, that
24 DEFENDANT HALLS was, without limitation, an Assistant Director for the film “*Rust*” and, at all
25 relevant times, contracted as an individual and/or in his official capacity with DOES 1 to 50 to
26 provide said service for the filming of “*Rust*”.

27 21. Plaintiff is informed and believes, and thereon alleges, that Defendant KATHERINE
28

1 WALTERS, an individual, is and, at all relevant times, was a resident of the State of Pennsylvania
2 (“DEFENDANT WALTERS”). Plaintiff is further informed and believes, and thereon alleges, that
3 DEFENDANT WALTERS was, without limitation, a Unit Production Manager for the film “*Rust*”
4 and, at all relevant times, contracted as an individual and/or in her official capacity with DOES 1 to
5 50 to provide said service for the filming of “*Rust*”.

6 22. Plaintiff is informed and believes, and thereon alleges, that Defendant CHRIS M.B.
7 SHARP, an individual, is and, at all relevant times, was a resident of address unknown
8 (“DEFENDANT SHARP”). Plaintiff is further informed and believes, and thereon alleges, that
9 DEFENDANT SHARP was, without limitation, an executive producer for the film “*Rust*” and, at
10 all relevant times, contracted as an individual and/or in his official capacity with DOES 1 to 50 to
11 provide said service for the filming of “*Rust*”.

12 23. Plaintiff is informed and believes, and thereon alleges, that Defendant JENNIFER
13 LAMB, an individual, is and, at all relevant times, was a resident of address unknown
14 (“DEFENDANT LAMB”). Plaintiff is further informed and believes, and thereon alleges, that
15 DEFENDANT LAMB was, without limitation, an executive producer for the film “*Rust*” and, at all
16 relevant times, contracted as an individual and/or in her official capacity with DOES 1 to 50 to
17 provide said service for the filming of “*Rust*”.

18 24. Plaintiff is informed and believes, and thereon alleges, that Defendant EMILY
19 SALVESON, an individual, is and, at all relevant times, was a resident of address unknown
20 (“DEFENDANT SALVESON”). Plaintiff is further informed and believes, and thereon alleges,
21 that DEFENDANT SALVESON was, without limitation, an executive producer for the film “*Rust*”
22 and, at all relevant times, contracted as an individual and/or in her official capacity with DOES 1 to
23 50 to provide said service for the filming of “*Rust*”.

24 25. Plaintiff is informed and believes, and thereon alleges, that Defendant
25 STREAMLINE GLOBAL is a business form unknown (hereinafter “DEFENDANT
26 STREAMLINE GLOBAL”). Plaintiff is informed and believes, and thereon alleges, that
27 DEFENDANT STREAMLINE GLOBAL was a motion picture development and finance company
28

1 related to the filming of “*Rust*”.

2 26. The true names and capacities, whether individual, plural, corporate, partnership,
3 associate, or otherwise, of DOE DEFENDANTS 1 through 200, inclusive, are unknown to Plaintiff,
4 who therefore sues said defendants by such fictitious names (“Doe Defendants”). Doe Defendants
5 include, without limitation, producers and/or financiers related to the filming of the motion picture
6 “*Rust*” at issue in this lawsuit. The full extent of the facts linking such fictitiously sued Doe
7 Defendants is unknown to Plaintiff. Plaintiff is informed and believes and thereon alleges that each
8 of the defendants designated herein as a Doe Defendant was, and is, liable for the events and
9 happenings hereinafter referred to, and thereby intentionally, recklessly, and/or without any just
10 cause or excuse and with utter disregard of the consequences of their intentional acts and/or
11 omission, or in some other actionable manner, legally and proximately caused the hereinafter
12 described injuries and damages to Plaintiff. Plaintiff will hereafter seek leave of the Court to
13 amend this Complaint to show the defendants' true names and capacities after the same have been
14 ascertained.

15 27. Plaintiff is informed and believes, and thereon alleges, that at all times relevant and
16 mentioned herein, DEFENDANTS, and each of them, were, without limitation, the agents,
17 ostensible agents, principals, joint venturers, servants, employees, employers, co-conspirators,
18 and/or joint venturers of their co-Defendants, and each of them, and were, without limitation, acting
19 within their individual capacity and/or official capacity within the course, scope and authority of
20 said agency, ostensible agency, employment, and/or joint venture, and that each and every
21 Defendant, as aforesaid, when acting as a principal, was negligent in the selection and hiring,
22 retention, training, and supervision of each and every other Defendant as an agent, ostensible agent,
23 employee, and/or joint venturer.

24 28. Plaintiff is informed and believes, and thereon alleges, that each of the
25 DEFENDANTS caused and is responsible for the unlawful conduct and resulting by, inter alia,
26 personally participating in the tortious conduct at issue in this lawsuit, or acting jointly and in
27 concert with others who did so, by authorizing, acquiescing, ratifying, and/or failing to take action
28

1 to prevent the tortious conduct that caused Plaintiff's damages, by promulgating policies and
2 procedures pursuant to which the tortious conduct occurred, by failing and refusing, with deliberate
3 indifference to Plaintiff's rights, to initiate and maintain adequate supervision, retention, and/or
4 training, and by ratifying the tortious conduct that occurred by employees, joint venturers, agents,
5 and/or ostensible agents under their direction, authority, and/or control. Whenever and wherever
6 reference is made in this Complaint to any act by a Defendant, such allegation and reference shall
7 also be deemed to mean the acts and failure to act of each of the DEFENDANTS individually,
8 jointly, and severally.

9 **JURISDICTION AND VENUE**

10 29. This Court has jurisdiction over this unlimited civil action because, without
11 limitation, some of the DEFENDANTS reside in the State of California, County of Los Angeles at
12 the commencement of this action.

13 30. Venue is proper in this County in accordance with California *Code of Civil*
14 *Procedure* § 395(a): "If the action is for injury to person...from wrongful act or negligence, the
15 superior court in either the county where the injury occurs or the injury causing death occurs or the
16 county where the defendants, or some of them reside at the commencement of the action, is a
17 proper court for the trial of the action."

18 **GENERAL ALLEGATIONS**

19 31. Plaintiff incorporates herein by reference, each and every allegation and statement
20 contained in paragraphs 1 through 30, *supra*, as if the same had been set forth fully below.

21 32. DEFENDANTS engaged in, without limitation, the following intentional acts and/or
22 omissions, without any just cause or excuse, that were reasonably expected to result in the injury
23 suffered by Plaintiff with utter disregard for the consequences (*see Delgado v. Phelps Dodge*
24 *Chino, Inc.* (2001) 34 P.3d 1148, 1156):

25 ///

26 ///

27 ///

28

1 **The Tragic Incident:**

2 **Defendant Baldwin Discharges a Loaded Gun towards Plaintiff, Hutchins, and Souza**

3 33. This case arises out of the October 21, 2021, deadly discharge of a loaded gun by
4 DEFENDANT BALDWIN that occurred on the set of the western-themed motion picture “*Rust*”, a
5 film project that would necessitate the use of numerous weapons used by the filming crew
6 throughout “*Rust*”’s anticipated 21-day shoot. The shot killed “*Rust*” Director of Photography,
7 Halyna Hutchins (hereinafter, “Hutchins”), and, without limitation, injured “*Rust*” Director Joel
8 Souza (hereinafter “Souza”) and Script Supervisor MAMIE MITCHELL (“Plaintiff”).

9 34. At the time, Plaintiff was standing less than four feet away from DEFENDANT
10 BALDWIN when he aimed the gun in the direction of Plaintiff and subsequently discharged it at
11 her without warning and without necessary and required safety precautions in place. At the
12 moment of discharge, Plaintiff was standing adjacent to Hutchins, who was fatally shot and killed
13 as a result of the discharged gun.

14 35. This tragic incident has caused and continues to cause Plaintiff to suffer
15 compensable damages including, without limitation, extreme and severe emotional distress. As a
16 result of the aforementioned, Plaintiff was severely injured in, without limitation, her health,
17 strength, and activity and sustained serious physical trauma and shock and injury to her nervous
18 system and person, all of which injuries have caused, and continue to cause, Plaintiff extreme
19 mental, physical and nervous pain and suffering.

20 36. When Plaintiff accepted the opportunity to work on the filming for the motion
21 picture “*Rust*” as the production’s Script Supervisor, she was excited to be back on a movie set
22 following a long absence due to the Covid pandemic.

23 37. At the time Plaintiff accepted the Script Supervisor position on the “*Rust*”
24 production, she had worked in the entertainment business for approximately four decades.
25 Plaintiff’s resume details her long and successful career as a Script Supervisor on almost 100
26 different productions. She had earned the reputation of being a hard-working, well respected
27 professional Script Supervisor.

1 38. Thursday, October 21, 2021, the day of the tragic incident, was the 12th day of a 21-
2 day shoot on the Bonanza Creek Ranch near Santa Fe, New Mexico.

3 39. Plaintiff is informed and believes, and thereon alleges, that the first 11 days of the
4 production were filled with a variety of safety issues that placed DEFENDANTS, including,
5 without limitation, producers and others in control of the production, on notice that there were
6 serious safety-related problems on the set that were endangering the cast and crew related to the use
7 of firearms. Plaintiff is informed and believes, and thereon alleges, that, prior to the incident, guns
8 had been misfired on set, including, without limitation, by DEFENDANT BALDWIN’S stunt
9 double and a prop master who accidentally shot herself in the foot.

10 40. Plaintiff is informed and believes, and thereon alleges, that the cart used for storing
11 the ammunition, including, without limitation, the gun discharged by DEFENDANT BALDWIN
12 had been regularly left unattended throughout filming prior to the October 21, 2021, tragic incident.
13 Plaintiff is further informed and believes, and thereon alleges, that loaded firearms had been used
14 by crew members for target practice against safety protocols that should have been in place but
15 were not.

16 41. On October 21, 2021, the day of the tragic incident, Plaintiff arrived on the set at
17 approximately 6:30 a.m. The first scenes that were filmed that morning before lunch were in the
18 small church on the Bonanza Creek Ranch and included DEFENDANT BALDWIN’S character, an
19 injured “Harland Rust,” and a young boy.

20 42. When the morning filming was completed, everyone broke for lunch. At that time,
21 Plaintiff, Hutchins and Souza met and spoke together in order to confirm what filming would take
22 place after the lunch break. It was discussed that there would be 3 tight camera shots when filming
23 resumed. One camera shot would be focused on DEFENDANT BALDWIN’S eyes, one would be
24 focused on a blood stain on DEFENDANT BALDWIN’S shoulder, and the third would focus on
25 DEFENDANT BALDWIN’S torso as he reached his hand down to his holster and removed the
26 gun. There was nothing in the script about the gun being discharged by DEFENDANT BALDWIN
27 or by any other person.

28

1 43. Plaintiff is informed and believes, and thereon alleges that, at the time
2 DEFENDANT BALDWIN discharged the gun inside the church there was nothing in the script
3 indicating that a firearm was to have been discharged.

4 44. If there was to have been any firearm discharged in the upcoming scene according to
5 the script, Plaintiff, along with a number of other crew members, would have been situated outside
6 of the church when DEFENDANT BALDWIN would be using the firearm inside of the church.
7 There was no such indication in the script. Had the script called for a firearm to be discharged,
8 Plaintiff, along with a number of other crew members, would have been required to view the
9 discharging of the gun via exterior monitors that would have been set up outside of the church.
10 None of these protocols and precautions had been taken since the script did not indicate that a
11 firearm was to be discharged by DEFENDANT BALDWIN or anyone else.

12 45. Prior to, and at the time of DEFENDANT BALDWIN'S discharge of the loaded
13 gun, no rehearsal was called and the crew had not commenced filming. The fact that no rehearsal
14 had taken place and that no filming had commenced is evidenced by the fact that the slate, which
15 designates the scene to be filmed, had not yet been changed to reflect the upcoming scene.

16 46. Immediately prior to DEFENDANT BALDWIN'S unexpected discharge of the
17 loaded gun, the cast and crew, including, without limitation, DEFENDANT BALDWIN, Plaintiff,
18 Hutchins, and Souza, were in very close proximity with one another inside the church for the
19 afternoon scene. Specifically, DEFENDANT BALDWIN was in the church sitting in a pew
20 wearing a holster with a gun that had been handed to him earlier by DEFENDANT HALLS.
21 Several other crew members were also inside the church, including, but not limited to, a wardrobe
22 person, a camera operator, and a gaffer. At that time, Plaintiff was less than 4 feet from where
23 DEFENDANT BALDWIN was seated, and she had Hutchins to her left and Souza behind
24 Hutchins.

25 47. Plaintiff is informed and believes, and thereon alleges that, against basic safety
26 protocols, at no time prior to the incident was she or the rest of the crew advised that the gun would
27 be discharged, including, without limitation, because the script did not include the firing of a
28

1 firearm by DEFENDANT BALDWIN or by anyone else. At no time prior to DEFENDANT
2 BALDWIN'S discharge of the gun were ear protectors provided to individuals in the church, which
3 were required by safety protocols if a gun was expected to be discharged. Furthermore, contrary to
4 basic safety protocols, there was limited plexiglass in the church. Safety protocols were not put
5 into place, including, without limitation, that Plaintiff and other crew members be situated outside
6 of the church viewing the actions via exterior monitors.

7 48. Shortly before DEFENDANT BALDWIN fired the loaded gun, Plaintiff was
8 looking both at a picture of DEFENDANT BALDWIN on her phone and at DEFENDANT
9 BALDWIN in front of her, including while he was moving the loaded gun within approximately 4
10 feet in front of her, to ensure continuity with the upcoming afternoon scenes. At the time, Hutchins
11 was leaning down in line with the camera setting up the upcoming scene. Souza was behind
12 Hutchins.

13 49. Suddenly and without warning, Plaintiff heard and felt a shocking and deafening
14 sound from the gunshot, unlike anything she had ever heard in her life. Plaintiff was terrified and
15 feared for her life. The gunshot caused Plaintiff to experience pain in her ears and head and, shortly
16 thereafter, Plaintiff began to hear loud ringing in her ears.

17 50. Soon after, Plaintiff witnessed the horror of what had occurred. Plaintiff heard what
18 sounded like moaning and, as she turned toward the moaning sound, Plaintiff saw Souza doubled
19 over. Plaintiff understood that he had been shot. Plaintiff then turned her head and saw Hutchins
20 on the ground, not moving. It was then that Plaintiff knew that both Hutchins and Souza had been
21 shot by the gun that PLAINTIFF BALDWIN had taken out of the holster, pointed in their direction,
22 and discharged.

23 51. The gunshot would eventually take Hutchins' life.

24 52. At approximately 1:46 p.m., terrified, Plaintiff ran outside the church and dialed 911.
25 Plaintiff told the 911 operator that they needed to send help immediately because two crew
26 members had been shot.

27 ///

28

1 **The Low-Budget Filming of “Rust” and Related Cost-cutting Measures**
2 **Intentionally, and without Just Cause or Excuse, Endangered the Lives of Crew Members,**
3 **Including of Plaintiff.**

4 53. Plaintiff is informed and believes, and thereon alleges, that New Mexico-based
5 DEFENDANT RUST MOVIE PRODUCTIONS was formed for the purpose of filming the motion
6 picture “Rust”. It shares the same principal place of business as DEFENDANT SMITH and
7 DEFENDANT CHENEY’S Georgia-based studio, DEFENDANT THOMASVILLE PICTURES,
8 in Thomasville, Georgia. Plaintiff is informed and believes, and thereon alleges, that
9 DEFENDANT SMITH and DEFENDANT CHENEY both serve as executive officers of
10 DEFENDANT RUST MOVIE PRODUCTIONS and producers for “Rust”.

11 54. Plaintiff is informed and believes, and thereon alleges, that, since its formation on or
12 about February 2017, Georgia-based DEFENDANT THOMASVILLE PICTURES, owned by
13 DEFENDANT SMITH and DEFENDANT CHENEY, has staked out a reputation in the movie-
14 making industry as a low-budget studio. Plaintiff is informed and believes, and thereon alleges,
15 that as part of its practice of making films on ever-shrinking budgets in states like New Mexico and
16 Georgia, and other states and locales with fewer regulations than in Hollywood, DEFENDANT
17 THOMASVILLE PICTURES, run by DEFENDANT SMITH and DEFENDANT CHENEY,
18 intentionally implements cost-cutting practices constituting intentional acts and/or omissions,
19 without any just cause or excuse, that were reasonably expected to result in the injury suffered by
20 Plaintiff with utter disregard for the harmful consequences.

21 55. Plaintiff is informed and believes, and thereon alleges, that THOMASVILLE
22 PICTURES’ cost-cutting practices include, without limitation, failing to follow basic and standard
23 safety protocols and practices, forcing production crews to adhere to rushed and unreasonable
24 production schedules, and hiring crew members and other staff that often lacked the knowledge,
25 expertise, and experience to adequately ensure their safety and the safety of others during
26 filmmaking.

27 56. Plaintiff is informed and believes, and thereon alleges, that DEFENDANT RUST
28

1 MOVIE PRODUCTIONS was intentionally formed in 2021 by, without limitation, DEFENDANT
2 SMITH and DEFENDANT CHENEY within the same cost-cutting mold as DEFENDANT
3 THOMASVILLE PICTURES – to produce “*Rust*” on a low budget and cost-cutting scheme that
4 was known to create unsafe conditions for movie production crews. Despite this knowledge,
5 DEFENDANTS continued the production of “*Rust*”. Those responsible for the unsafe conditions
6 include, without limitation, executive producers, producers, and/or financiers for “*Rust*”, including,
7 without limitation, DEFENDANT RUST MOVIE PRODUCTIONS, DEFENDANT BALDWIN,
8 DEFENDANT EL DORADO PICTURES, DEFENDANT SMITH, DEFENDANT CHENEY,
9 DEFENDANT THOMASVILLE PICTURES, DEFENDANT KLINGHER, DEFENDANT
10 WINTERSTERN, DEFENDANT SHORT PORCH PICTURES, DEFENDANT NIGAM,
11 DEFENDANT BRITTANY HOUSE PICTURES, DEFENDAN DELPIANO, DEFENDANT
12 CALVARY MEDIA, DEFENDANT PICKEL, DEFENDANT 3RD SHIFT MEDIA,
13 DEFENDANT SHARP, DEFENDANT LAMB, DEFENDANT SALVESON, DEFENDANT
14 STREAMLINE GLOBAL, and DOES 1 to 100 (hereinafter collectively, “DEFENDANT
15 PRODUCERS”).

16 57. Plaintiff is informed and believes, and thereon alleges, that DEFENDANT
17 PRODUCERS intended to cut through what was considered derisively as red tape common in
18 Hollywood-based productions by running some of “*Rust*”’s filmmaking apparatus out of Georgia
19 and New Mexico.

20 58. Plaintiff is informed and believes, and thereon alleges, that as part of the cost-cutting
21 measures taken to produce “*Rust*” within the low-budget mold, DEFENDANT PRODUCERS
22 intentionally failed to hire experienced crew members to manage and handle the numerous weapons
23 that were to be used in the film “*Rust*”, an outlaw western-themed film that was known to involve
24 the use of numerous firearms, considered an ultrahazardous activity throughout its filming.

25 59. Plaintiff is informed and believes, and thereon alleges, that instead of hiring an
26 experienced armorer to manage and handle the numerous weapons, including the gun that
27 DEFENDANT BALDWIN fired towards Hutchins, Souza, and Plaintiff, DEFENDANT
28

1 PRODUCERS instead hired 24-year old DEFENDAN GUTIERREZ-REED as an armorer for
2 “*Rust*”. Plaintiff is informed and believes, and thereon alleges, that DEFENDANT GUTIERREZ-
3 REED, who DEFENDANTS, including, without limitation, DEFENDANT PRODUCERS, knew
4 had only worked as an armorer in 1 previous film, was intentionally hired by DEFENDANT
5 PRODUCERS as part of the cost-cutting measures intentionally implemented by DEFENDANT
6 PRODUCERS to film “*Rust*” as a low-budget film. Plaintiff is informed and believes and thereon
7 alleges that Defendants allowed live ammunition on the production of “*Rust*”.

8 60. Plaintiff is informed and believes, and thereon alleges, that DEFENDANT
9 PRODUCERS knew that the intentional hiring of DEFENDANT GUTIERREZ-REED as armorer
10 for “*Rust*” placed crew members in unreasonably unsafe and dangerous contexts but, due to their
11 goal of producing “*Rust*” on a shoe string budget, intentionally decided to hire her based upon
12 economic considerations – or profit – rather than based upon ensuring the safety and well-being of
13 crew members, including, without limitation, of Plaintiff, Hutchins, and Souza.

14 61. Plaintiff is informed and believes, and thereon alleges, that DEFENDANT
15 PRODUCERS knew about the unreasonably unsafe and dangerous contexts in which they were
16 placing “*Rust*” crew members during the filming of “*Rust*” due to previous implementation of cost-
17 cutting filmmaking measures in other projects and due to at least 2 instances of weapons misfiring
18 during the filming of “*Rust*” prior to DEFENDANT BALDWIN’S firing towards Plaintiff,
19 Hutchins, and Souza.

20 62. Plaintiff is informed and believes, and thereon alleges, that, prior to DEFENDANT
21 BALDWIN’S firing towards Plaintiff, Hutchins, and Souza, DEFENDANT PRODUCERS knew
22 about the unreasonably unsafe and dangerous conditions that existed, because, without limitation,
23 DEFENDANT BALDWIN’S stunt double had previously accidentally fired a blank and a prop
24 master had shot herself in the foot during production of “*Rust*”.. Plaintiff is further informed and
25 believes, and thereon alleges, that, despite these 2 instances, DEFENDANT PRODUCERS
26 intentionally failed to take the standard precautions and implement standard safety protocols for the
27 safe use of weapons during the filming of “*Rust*” because of their prioritization of profit over the
28

1 safety and well-being of crew members, including, without limitation, of Plaintiff, Hutchins, and
2 Souza.

3 63. Plaintiff is informed and believes, and thereon alleges, that the actions of
4 DEFENDANT PRODUCERS constituted intentional acts and/or omissions, without any just cause
5 or excuse, that were reasonably expected to result in the injury suffered by Plaintiff with utter
6 disregard for the consequences and/or wanton conduct with utter indifference to and/or conscious
7 disregard for the rights and safety of others, including, without limitation, of Plaintiff, Hutchins,
8 and Souza.

9 64. Plaintiff is informed and believes and thereon alleges that Defendants allowed live
10 ammunition on the production of “*Rust*”.

11 **FIRST CAUSE OF ACTION**

12 **(Assault against All Defendants)**

13 65. Plaintiff incorporates herein by reference, each and every allegation and statement
14 contained in paragraphs 1 through 64, *supra*, as if the same had been set forth fully below.

15 66. Plaintiff is informed and believes, and thereon alleges, that DEFENDANTS,
16 including, without limitation, DEFENDANT BALDWIN, engaged in, without limitation,
17 intentional acts and/or omissions, without any just cause or excuse, that were reasonably expected
18 to result in the injury suffered by Plaintiff with utter disregard for the harmful consequences (*see*
19 *Delgado v. Phelps Dodge Chino, Inc.* (2001) 34 P.3d 1148, 1156).

20 67. Plaintiff is informed and believes, and thereon alleges, that DEFENDANT
21 BALDWIN assaulted her by intentionally acting without just cause when pointing and discharging
22 a loaded gun towards her that was reasonably expected to result in injury to her and others.

23 68. Shortly before DEFENDANT BALDWIN fired the loaded gun, Plaintiff was
24 looking both at a picture of DEFENDANT BALDWIN on her phone and at DEFENDANT
25 BALDWIN in front of her, including while he was moving the loaded gun within approximately 4
26 feet in front of her, to ensure continuity with the upcoming afternoon scenes.

27 69. At no time did Plaintiff consent to having a loaded gun pointed and discharged
28

1 towards her by DEFENDANT BALDWIN while standing 4 feet away from him, including,
2 without limitation, because, based upon information and belief, there was no warning prior to
3 having the gun pointed and discharged when Plaintiff was standing approximately 4 feet away
4 from DEFENDANT BALDWIN, the script for the upcoming scene did not call for the discharge
5 of a gun, no ear protectors were provided to Plaintiff and other nearby crew members, and there
6 was insufficient plexiglass inside the church at the time of discharge to ensure her safety. Had
7 Plaintiff known that DEFENDANT BALDWIN would point and discharge a weapon in her
8 direction, Plaintiff would not have been inside the church but would have instead been outside of
9 the church viewing DEFENDANT BALDWIN'S actions on an exterior screen with other crew
10 members.

11 70. At the time DEFENDANT BALDWIN pointed and discharged the gun, neither
12 filming nor rehearsal had commenced. Plaintiff was standing less than four feet away from
13 DEFENDANT BALDWIN. At the moment of discharge, Plaintiff was standing adjacent to
14 Hutchins, who was fatally shot and killed as a result of the discharged gun. Plaintiff was terrified
15 and feared for her life.

16 71. As a result of DEFENDANT BALDWIN's pointing and discharging the gun
17 towards her, Plaintiff has suffered compensable damages including, without limitation, extreme
18 and severe emotional distress for which she has had to employ medical treaters, including, without
19 limitation, mental health providers for her emotional and/or physical injuries. Plaintiff was
20 severely injured in, without limitation, her health, strength and activity and sustained serious
21 physical trauma and shock and injury to her nervous system and person, all of which injuries have
22 caused, and continue to cause Plaintiff extreme mental, physical and nervous pain.

23 72. Plaintiff is informed and believes, and thereon alleges, that, without limitation,
24 DEFENDANT BALDWIN, at all relevant times, was aided by and through the agency,
25 employment, and/or joint venture between him and DEFENDANTS, including, without limitation,
26 DEFENDANT PRODUCERS, in assaulting Plaintiff with the loaded discharge of the gun that
27 killed Hutchins and injured Plaintiff. Plaintiff is informed and believes, and thereon alleges, that,
28

1 without limitation, DEFENDANT BALDWIN, by reason of his agency, employment, and/or joint
2 venture between him and DEFENDANTS, including, without limitation, DEFENDANT
3 PRODUCERS, was provided with a loaded gun that he aimed and shot towards Plaintiff, Hutchins,
4 and Souza.

5 73. Plaintiff is informed and believes, and thereon alleges, that the actions of
6 DEFENDANT BALDWIN constituted intentional acts and/or omissions, without any just cause or
7 excuse, that were reasonably expected to result in the injury suffered by Plaintiff with utter
8 disregard for the consequences and/or wanton conduct with utter indifference to and/or conscious
9 disregard for the rights and safety of others, including, without limitation, of Plaintiff, Hutchins,
10 and Souza.

11 **SECOND CAUSE OF ACTION**

12 **(Intentional Infliction of Emotional Distress against All Defendants)**

13 74. Plaintiff incorporates herein by reference, each and every allegation and statement
14 contained in paragraphs 1 through 73, *supra*, as if the same had been set forth fully below.

15 75. Plaintiff is informed and believes, and thereon alleges, that DEFENDANTS,
16 including, without limitation, DEFENDANT BALDWIN, engaged in, without limitation,
17 intentional acts and/or omissions, without any just cause or excuse, that were reasonably expected
18 to result in the injury suffered by Plaintiff with utter disregard for the harmful consequences (*see*
19 *Delgado v. Phelps Dodge Chino, Inc.* (2001) 34 P.3d 1148, 1156).

20 76. Plaintiff is informed and believes, and thereon alleges, that the conduct of
21 DEFENDANT BALDWIN when he pointed and discharged a loaded gun towards Plaintiff
22 constituted extreme and outrageous conduct under the facts and circumstances of the “*Rust*”
23 filmmaking.

24 77. Plaintiff is informed and believes, and thereon alleges, that DEFENDANT
25 BALDWIN engaged in intentional acts and/or omissions, without any just cause or excuse, that
26 were reasonably expected to result in the injury suffered by Plaintiff with utter disregard for the
27 safety of Plaintiff.

1 78. As a result of DEFENDANT BALDWIN'S intentional acts and/or omissions
2 without justification and in utter disregard for the consequences, Plaintiff suffered and continues to
3 suffer, without limitation, severe emotional distress.

4 79. As a result of DEFENDANT BALDWIN's pointing and discharging the gun
5 towards her, Plaintiff has suffered compensable damages including, without limitation, extreme
6 and severe emotional distress for which she has had to employ medical treaters, including, without
7 limitation, mental health providers for her emotional and/or physical injuries. Plaintiff was
8 severely injured in, without limitation, her health, strength and activity and sustained serious
9 physical trauma and shock and injury to her nervous system and person, all of which injuries have
10 caused, and continue to cause Plaintiff extreme mental, physical and nervous pain.

11 80. Plaintiff is informed and believes, and thereon alleges, that, without limitation,
12 DEFENDANT BALDWIN, at all relevant times, was aided by and through the agency,
13 employment, and/or joint venture between him and DEFENDANT PRODUCERS in assaulting
14 Plaintiff with a loaded gun. Plaintiff is informed and believes, and thereon alleges, that, without
15 limitation, DEFENDANT BALDWIN, by reason of his agency, employment, and/or joint venture
16 between him and DEFENDANT PRODUCERS was provided with a loaded gun that he aimed and
17 shot towards Plaintiff, Hutchins, and Souza.

18 81. Plaintiff is informed and believes, and thereon alleges, that the actions of
19 DEFENDANT BALDWIN constituted intentional acts and/or omissions, without any just cause or
20 excuse, that were reasonably expected to result in the injury suffered by Plaintiff with utter
21 disregard for the consequences and/or wanton conduct with utter indifference to and/or conscious
22 disregard for the rights and safety of others, including, without limitation, of Plaintiff, Hutchins,
23 and Souza.

THIRD CAUSE OF ACTION

(Deliberate Infliction of Harm against All Defendants)

24
25
26 82. Plaintiff incorporates herein by reference, each and every allegation and statement
27 contained in paragraphs 1 through 81, *supra*, as if the same had been set forth fully below.
28

1 83. Plaintiff is informed and believes, and thereon alleges, that DEFENDANTS,
2 including, without limitation, DEFENDANT PRODUCERS, engaged in, without limitation,
3 intentional acts and/or omissions, without any just cause or excuse, that were reasonably expected
4 to result in the injury suffered by Plaintiff with utter disregard for the harmful consequences (*see*
5 *Delgado v. Phelps Dodge Chino, Inc.* (2001) 34 P.3d 1148, 1156).

6 84. Plaintiff is informed and believes, and thereon alleges, that DEFENDANTS,
7 including, without limitation, DEFENDANT PRODUCERS as owners, operators, managers,
8 directors, casting directors, stunt coordinators, choreographers, supervisors and as persons
9 responsible for the coordination, creation, execution, safety and supervision of “*Rust*”, had a duty
10 to create, coordinate, choreograph, block, supervise, direct, and execute actions on set to be
11 performed in such a manner, including by DEFENDANT BALDWIN, so as to make filming and
12 execution of “*Rust*” reasonably safe for Plaintiff.

13 85. Plaintiff is informed and believes, and thereon alleges, that DEFENDANTS,
14 including, without limitation, DEFENDANT PRODUCERS, further had the duty to coordinate,
15 create, and execute safety protocols and supervision for filming so as not to increase the safety risks
16 associated with filming “*Rust*”, a western genre film utilizing numerous weapons, including,
17 without limitation, the gun used by DEFENDANT BALDWIN at issue in this lawsuit.

18 86. Plaintiff is informed and believes, and thereon alleges, that DEFENDANTS,
19 including, without limitation, DEFENDANT PRODUCERS their employees, supervisors, personnel,
20 agents, joint venturers, and/or representatives, owed a duty to, without limitation, to reasonably
21 provide for the safety of Plaintiff in the execution of filming. This duty included, without limitation,
22 the taking of every reasonable precaution to maximize the safety of individuals, including Plaintiff, in
23 making and producing a western film utilizing numerous firearms throughout its filming.

24 87. Plaintiff is informed and believes, and thereon alleges, that despite knowing that the
25 filming of “*Rust*” presented serious safety concerns involving ultrahazardous activities related to the
26 use and storage of numerous firearms due to its western-inspired theme, DEFENDANTS, including,
27 without limitation, DEFENDANT PRODUCERS, intentionally opted to produce “*Rust*” on a low
28

1 budget that was known to create unsafe conditions for movie production crews and failed to secure
2 weapons and ammunition.

3 88. Plaintiff is informed and believes, and thereon alleges, that as part of the cost-cutting
4 measures taken to produce “*Rust*” within the low-budget mold, DEFENDANTS, including, without
5 limitation, DEFENDANT PRODUCERS, intentionally failed to hire experienced crew members to
6 manage and handle the numerous weapons and ammunition that were to be used in the film “*Rust*”,
7 an outlaw western-themed film that was known to involve the use of numerous firearms throughout
8 its filming.

9 89. Plaintiff is informed and believes, and thereon alleges, that instead of hiring an
10 experienced armorer to manage and handle the numerous weapons that would be used in the
11 making of this western-themed film, DEFENDANTS, including, without limitation, DEFENDANT
12 PRODUCERS, instead hired 24-year old DEFENDANT GUTIERREZ-REED as an armorer for
13 “*Rust*”. Plaintiff is informed and believes, and thereon alleges, that since the incident at issue,
14 DEFENDANT GUTIERREZ-REED has admitted to lacking the experience that should have been
15 required to manage the use and storage of firearms and ammunition related to the filming of “*Rust*”.

16 90. Plaintiff is informed and believes, and thereon alleges, that DEFENDANT
17 GUTIERREZ-REED was intentionally hired by DEFENDANTS, including, without limitation,
18 DEFENDANT PRODUCERS, as part of the cost-cutting measures intentionally implemented by
19 them to film “*Rust*” as a low-budget film.

20 91. Plaintiff is informed and believes, and thereon alleges, that DEFENDANTS,
21 including, without limitation, DEFENDANT PRODUCERS, knew that the intentional hiring of
22 DEFENDANT GUTIERREZ-REED as armorer for “*Rust*” placed crew members in unsafe and
23 dangerous conditions but, due to their goal of producing “*Rust*” on a shoestring budget,
24 DEFENDANTS, including, without limitation, DEFENDANT PRODUCERS, intentionally
25 decided to hire her based upon a prioritization of economic profit over ensuring the safety and well-
26 being of crew members, including, without limitation, Plaintiff, Hutchins, and Souza.

27 92. Plaintiff is informed and believes, and thereon alleges, that DEFENDANTS,
28

1 including, without limitation, DEFENDANT PRODUCERS, knew about the unsafe and dangerous
2 conditions in which they were placing “*Rust*” crew members during the filming of “*Rust*” due to
3 previous implementation of cost-cutting filmmaking measures in other projects and due to at least 2
4 instances of weapons misfiring during the filming of “*Rust*” prior to DEFENDANT BALDWIN’S
5 firing at Plaintiff, Hutchins, and Souza.

6 93. Plaintiff is informed and believes, and thereon alleges, that, as a result of the
7 aforementioned actions and without limitation, on October 21, 2021, the day of the tragic incident.
8 DEFENDANTS, including, without limitation, DEFENDANT PRODUCERS, their employees,
9 supervisors, employees, agents and representatives, breached their duties as described herein by
10 failing to reasonably provide for the safety of Plaintiff, failing to supervise, secure, and make safe
11 conditions of the filming of “*Rust*”, where deadly weapons were used while filming.

12 94. Plaintiff is informed and believes, and thereon alleges, that the cart used for storing
13 ammunition had been regularly left unattended throughout filming prior to the October 21, 2021
14 tragic incident. Plaintiff is further informed and believes, and thereon alleges, that loaded firearms
15 had been used by crew members for target practice against safety protocols that should have been in
16 place but were not.

17 95. In addition, DEFENDANTS, including, without limitation, DEFENDANT
18 PRODUCERS, intentionally acted and/or failed to act, without any just cause or excuse, when they
19 failed to use a professional, experienced armorer to manage and supervise the use of weapons and
20 instead used DEFENDANT GUTIERREZ-REED, who was known not to be an experienced
21 armorer, which exposed Plaintiff to a substantial and foreseeable risk of harm and/or injury. As a
22 result of said breach, DEFENDANTS, and each of them, are liable to Plaintiff as the proximate
23 cause of injuries to Plaintiff as herein described.

24 96. Plaintiff is informed and believes, and thereon alleges, that DEFENDANTS,
25 including, without limitation, DEFENDANT PRODUCERS, intentionally acted and/or failed to act,
26 without any just cause or excuse, when they produced, directed, blocked, supervised, coordinated,
27 designed, controlled, maintained, secured, and/or operated the filming of “*Rust*” so as to allow
28

1 Plaintiff to encounter unanticipated, unknown, and unnoticed physical risks and trauma related to
2 the use of firearms on set.

3 97. Plaintiff is informed and believes, and thereon alleges, that DEFENDANTS,
4 including, without limitation, DEFENDANT PRODUCERS, intentionally acted and/or failed to act,
5 without any just cause or excuse, when they engaged in the aforementioned intentional cost-cutting
6 acts and/or omissions despite knowing that said cost-cutting measures posed particular harm due to
7 the ultrahazardous conditions related to the filming of a western-themed film that required the use
8 and storage of numerous weapons and ammunition.

9 98. Plaintiff is informed and believes, and thereon alleges, DEFENDANTS, including,
10 without limitation, DEFENDANT PRODUCERS, intentionally acted and/or failed to act, without
11 any just cause or excuse, when they failed to implement basic safety measures, including, without
12 limitation, related to training and supervision of firearm use and storage, including, without
13 limitation, of DEFENDANT GUTIERREZ-REED and DEFENDANT BALDWIN.

14 99. At all relevant times, Plaintiff was unaware of the serious safety risks and dangers
15 involved prior to DEFENDANT BALDWIN's actions described hereinabove and did not consent to
16 the serious safety risks and dangers related to the incident.

17 100. Plaintiff is informed and believes, and thereon alleges, that as a result of the
18 aforementioned, DEFENDANT BALDWIN unexpectedly and without warning aimed a gun and
19 shot in the direction of Plaintiff, Hutchins, and Souza, striking and killing Hutchins and causing
20 injuries to Plaintiff as described hereinabove.

21 101. As a proximate result of the intentional acts and/or omissions, without any just cause
22 or excuse, that were reasonably expected to result in the injury suffered by Plaintiff as described
23 hereinabove, Plaintiff sustained severe injuries and substantial damages as described hereinabove.
24 As a factual and legal result of the aforementioned intentional conduct, and/or recklessness,
25 carelessness, and negligence, Plaintiff has suffered substantial damages in an amount which cannot
26 presently be ascertained, but which Plaintiff believes is within the jurisdictional limits of this Court,
27 according to proof at time of trial.

28

1 102. As a proximate result of the intentional acts and/or omissions, without any just cause
2 or excuse, that were reasonably expected to result in the injury suffered by Plaintiff as described
3 hereinabove, Plaintiff has suffered compensable damages including, without limitation, extreme
4 and severe emotional distress for which she has had to employ medical treaters, including, without
5 limitation, mental health providers for her emotional and/or physical injuries. Plaintiff was severely
6 injured in, without limitation, her health, strength and activity and sustained serious physical trauma
7 and shock and injury to his nervous system and person, all of which injuries have caused, and
8 continue to cause Plaintiff extreme mental, physical and nervous pain.

9 103. As a proximate result of the intentional acts and/or omissions, without any just cause
10 or excuse, that were reasonably expected to result in the injury suffered by Plaintiff as described
11 hereinabove, Plaintiff will in the future be prevented from attending to her usual occupation as a
12 Script Supervisor.

13 104. Plaintiff is informed and believes, and thereon alleges, that, without limitation,
14 DEFENDANT BALDWIN, at all relevant times, was aided by and through the agency,
15 employment, and/or joint venture between him and DEFENDANT PRODUCERS in assaulting
16 Plaintiff with the discharge of a loaded gun that killed Hutchins and injured Plaintiff. Plaintiff is
17 informed and believes, and thereon alleges, that, without limitation, DEFENDANT BALDWIN,
18 by reason of his agency, employment, and/or joint venture between him and DEFENDANT
19 PRODUCERS was provided with a loaded gun that he aimed and shot towards Plaintiff, Hutchins,
20 and Souza.

21 105. Plaintiff is informed and believes, and thereon alleges, that the actions of
22 DEFENDANT BALDWIN constituted intentional acts and/or omissions, without any just cause or
23 excuse, that were reasonably expected to result in the injury suffered by Plaintiff with utter
24 disregard for the consequences and/or wanton conduct with utter indifference to and/or conscious
25 disregard for the rights and safety of others, including, without limitation, of Plaintiff, Hutchins,
26 and Souza.

27 ///

28

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
27
28

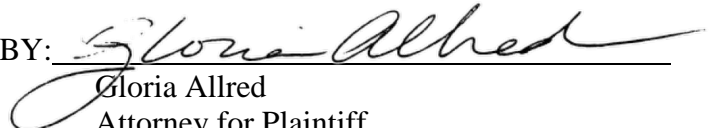
PRAYER FOR RELIEF

WHEREFORE, Plaintiff prays for judgment against all DEFENDANTS, and each of them, as follows:

1. For compensatory, general, and special damages against each Defendant, jointly and severally, in an amount to be proven at trial;
2. For past and future loss of earnings and earning capacity;
3. For civil penalties as permitted by law;
4. For punitive damages;
5. For costs, including reasonable attorneys' fees;
6. For pre-judgment and post-judgment interest as permitted by law; and
7. For other such relief as the Court may deem proper.

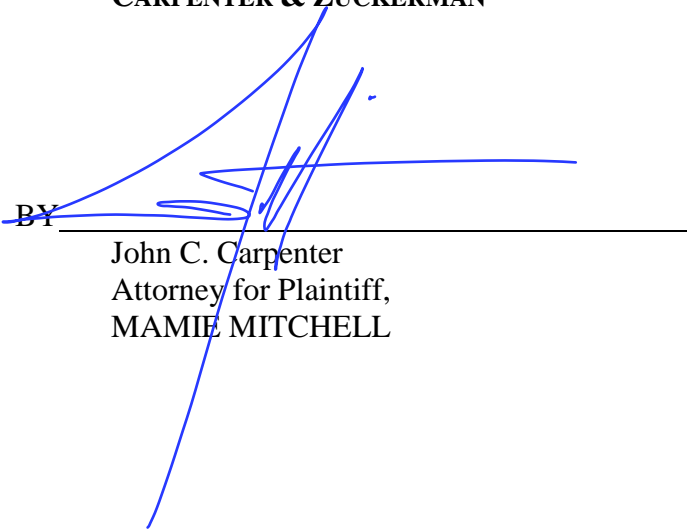
Dated: November 17, 2021

ALLRED, MAROKO, & GOLDBERG

BY: 
 Gloria Allred
 Attorney for Plaintiff,
 MAMIE MITCHELL

Dated: November 17, 2021

CARPENTER & ZUCKERMAN

BY: 
 John C. Carpenter
 Attorney for Plaintiff,
 MAMIE MITCHELL

///
///

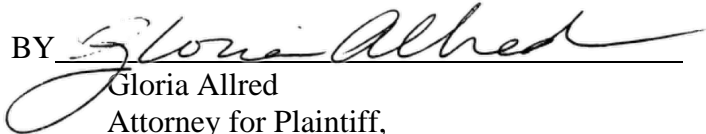
1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

DEMAND FOR JURY TRIAL

Plaintiff hereby demands a trial of all causes by jury.

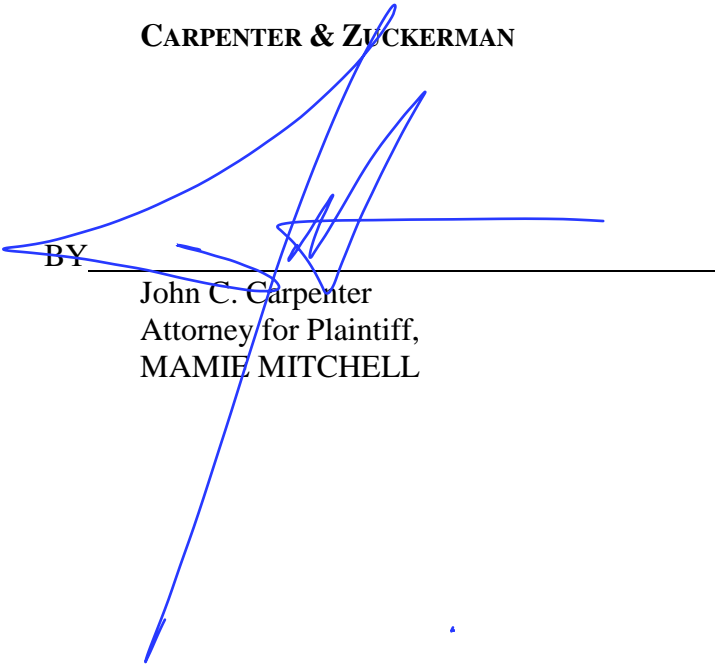
Dated: November 17, 2021

ALLRED, MAROKO, & GOLDBERG

BY 
Gloria Allred
Attorney for Plaintiff,
MAMIE MITCHELL

Dated: November 17, 2021

CARPENTER & ZUCKERMAN

BY 
John C. Carpenter
Attorney for Plaintiff,
MAMIE MITCHELL