

**STATE OF NEW MEXICO
FIRST JUDICIAL DISTRICT
COUNTY OF SANTA FE**

**OLGA SOLOVEY, an individual;
ANATOLII ANDROSOVYCH, an individual;
SVETLANA ZEMKO, an individual; and
MAMIE MITCHELL, an individual;**

Plaintiffs,

v.

**RUST MOVIE PRODUCTIONS, LLC., a
domestic limited liability company;
ALEXANDER R. BALDWIN III, an individual;
EL DORADO PICTURES, INC., California
corporation; RYAN DONNELL SMITH, an
individual; LANGLEY ALLEN CHENEY, an
individual; THOMASVILLE PICTURES, LLC,
a domestic limited liability company; ANJUL
NIGAM, an individual; BRITTANY HOUSE
PICTURES, a business form unknown;
HANNAH GUTIERREZ-REED, an individual;
SARAH ZACHRY, an individual; SETH
KENNEY, an individual; PDQ ARM AND
PROP, LLC, a New Mexico limited liability
company; DAVID HALLS, an individual;
NATHAN KLINGHER, an individual; RYAN
WINTERSTERN, an individual; SHORT
PORCH PICTURES, LLC, a domestic limited
liability company; MATTHEW DELPIANO, an
individual; CALVARY MEDIA, INC., a
Delaware corporation; GABRIELLE PICKLE,
an individual; 3RD SHIFT MEDIA, LLC, a
domestic limited liability company;
KATHERINE WALTERS, an individual;
CHRIS M.B. SHARP, an individual; JENNIFER
LAMB, an individual; EMILY SALVESON, an
individual; STREAMLINE GLOBAL, a business
form unknown; and DOES 1 through 100,
Inclusive;**

Defendants.

D-101-CV-2024-01373

No. D-101-CV-

COMPLAINT

COMES NOW, Plaintiffs OLGA SOLOVEY, an individual, ANATOLII ANDROSOVYCH, an individual, SVETLANA ZEMKO, an individual, and MAMIE MITCHELL (collectively, “Plaintiffs”) who complain and allege against Defendants RUST MOVIE PRODUCTIONS, LLC., a domestic limited liability company, ALEXANDER R. BALDWIN III, an individual, EL DORADO PICTURES, INC., a California corporation, RYAN DONNELL SMITH, an individual, LANGLEY ALLEN CHENEY, an individual, THOMASVILLE PICTURES, LLC, a domestic limited liability company, ANJUL NIGAM, an individual, BRITTANY HOUSE PICTURES, a business form unknown, HANNAH GUTIERREZ-REED, an individual, SARAH ZACHRY, an individual, SETH KENNEY, an individual, PDQ ARM AND PROP, LLC, a New Mexico limited liability company, DAVID HALLS, an individual, NATHAN KLINGHER, an individual, RYAN WINTERSTERN, an individual, SHORT PORCH PICTURES, LLC, a domestic limited liability company, MATTHEW DELPIANO, an individual, CALVARY MEDIA, INC., a Delaware corporation, GABRIELLE PICKLE, an individual, 3RD SHIFT MEDIA, LLC, a domestic limited liability company, KATHERINE WALTERS, an individual, CHRIS M.B. SHARP, an individual, JENNIFER LAMB, an individual, EMILY SALVESON, an individual, STREAMLINE GLOBAL, a business form unknown, and DOES 1 through 100, inclusive (hereinafter “Defendants”), the following:

INTRODUCTION

On October 21st, 2021, on the set of the production, “*Rust*,” Defendant Alexander R. Baldwin III (“Defendant Baldwin”) fired a loaded gun containing a live bullet, killing Director of Photography Halyna Hutchins and injuring others who were standing in the line of fire when the

gun went off. Prior to the fatal shooting, the Defendants were or should have been on notice about the dangerous conditions present on the set. In the days before the shooting, unexpected gun discharges had been reported on the set of the production of “*Rust*.” “This is super unsafe,” a camera operator wrote in a text message to the “*Rust*” production manager. Additionally, on the day of the shooting, but prior to it, union camera operators and their assistants had walked off the job to protest working conditions, including concerns about safety on the set.

Despite warning signs about unsafe conditions on set, Defendants ignored the safety protocols designed to ensure that firearms would be safely used and acted in contravention of industry-standard safety norms, including, without limitation, as follows:

- Defendants allowed live ammunition onto the set despite the fact that live ammunition is never to be used nor brought onto any studio lot or stage.
- Defendant Baldwin intentionally, and without just cause or excuse, cocked and fired the loaded gun even though the upcoming scene to be filmed did not call for the cocking and firing of a firearm.
- Defendant Baldwin intentionally, and without just cause or excuse, pointed and then fired the gun towards individuals, including at Halyna Hutchins, even though protocol was not to do so.
- Assistant Director David Halls, and not, as required, Armorer Hannah Gutierrez-Reed handed the loaded gun to Defendant Baldwin. Defendant Baldwin, being an industry veteran, knew that the gun in question should not have been handed to him by Assistant Director Halls, that he should not have accepted the firearm from Assistant Director David Halls but rather only from the Armorer or Prop Master on set, and that he could not rely upon any alleged representation by the Assistant Director that it was

a “cold gun” and was safe to use.

- While industry standards forbid the use of live ammunition, the Industry Wide Labor-Management Safety Committee, comprised of Guild, Union, and Management representatives active in industry safety and health programs, specifically advises in its safety bulletin for use of firearms that all firearms are to be treated at all times as though they are loaded. This is because, as Defendant Baldwin knew, guns are inherently dangerous. Defendant Baldwin should have assumed that the gun in question was loaded, unless and until it was demonstrated to him to have been unloaded or checked by him that it was not loaded. He had no right or reason to rely upon some alleged statement by Assistant Director Halls that it was a “cold gun.” Defendant Baldwin cannot hide behind the Assistant Director in attempt to excuse the fact that Defendant Baldwin did not check the gun himself. Defendant Baldwin should have assumed that the gun was loaded with live ammunition, and he should not have inexplicably cocked and fired the gun in the direction of Halyna Hutchins, killing her.
- Defendant Baldwin, without just cause or excuse, failed to check the gun to see if the firearm was loaded before cocking and firing it.
- The industry norm requires that the Armorer hand the gun to the Actor and demonstrate to the Actor, in this case Defendant Baldwin, that the gun’s chambers are empty. Defendant Baldwin knew that this was the norm and that he and Assistant Director Halls were not following industry norms and requirements. 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 of

guns. Defendant Baldwin knew that these were the safety protocols and chose to ignore them.

- All guns and ammunition are supposed to be secured throughout production. The Armorer is required to keep all guns and ammunitions locked up, or to stay with the guns and ammunition while they are not locked up so that the Armorer can supervise the guns and ammunition and their use. Instead, the Armorer allowed guns and ammunition to be left unattended on a rolling cart throughout filming, including outside the set's Church at midday on Thursday during the lunch break before Baldwin shot and killed Halyna Hutchins.
- Safety Bulletins put out by the Industry Wide Labor Management Safety Committee are normally sent to everyone that gets the call sheet for the day. This was not done during the filming of "*Rust*," and required safety protocols, including related to the use of guns and ammunition, were not followed.
- Defendants failed to ensure that a properly trained and equipped on-set medical team was present during the filming of "*Rust*", including on the day of the fatal shooting and during the crucial time period when Halyna Hutchins required immediate critical medical care for the bullet wound sustained as result of Defendant Baldwin's discharge of his loaded gun at her.

The events that led to the shooting by Defendant Baldwin of a loaded gun at Halyna Hutchins constituted intentional and/or negligent acts and/or omissions, without any just cause or excuse, by him and the Producers of "*Rust*." Defendant Baldwin chose to play Russian Roulette with a loaded gun without checking it and without having the Armorer do so. His behavior and that of the Producers on "*Rust*" were intentional and/or negligent acts and/or omissions, without

any just cause or excuse and with utter disregard of the consequences of said acts and/or omissions. The fact that live ammunition was allowed on a movie set, that guns and ammunition were left unattended, that the gun in question was handed to Defendant Baldwin by the Assistant Director who had no business doing so, and that safety bulletins were not promulgated and ignored, coupled with the fact that the scene in question did not call for a gun to be fired at all and that Defendant Baldwin inexplicably pointed and fired a gun at Halyna Hutchins, makes this a case where injury or death was much more than just a possibility – it was a likely result.

PARTIES

1. Plaintiff Olga Solovey is the surviving mother of Decedent Halyna Hutchins, is a citizen of Ukraine, and resides in or near the city of Kyiv (“Plaintiff Solovey”).
2. Plaintiff Anatolii Androsovych is the surviving father of Decedent Halyna Hutchins, is a citizen of Ukraine, and resides in or near the city of Kyiv (“Plaintiff Androsovych”).
3. Plaintiff Svetlana Zemko is the surviving younger sister of Decedent Halyna Hutchins, is a citizen of Ukraine, and resides in or near the city of Kyiv (“Plaintiff Zemko”).
4. Plaintiff Mamie Mitchell is and, at all relevant times, was a resident of the County of Santa Fe, State of New Mexico and was working as a Script Supervisor on the western-themed motion picture “*Rust*” set when Halyna Hutchins was shot and killed (“Plaintiff Mitchell”). In connection with her work on Defendants’ production, Plaintiff Mitchell never became an employee of any of the Defendants and instead functioned at all times as an independent contractor. In this regard, section 17 of her memorandum with Defendant Rust Movie Productions, LLC provides in relevant part as follows: “Producer and Crew Member each acknowledge that they are independent Crew Members and that no partnership, joint venture,

agency or employment relationship has or will be created by this Agreement.” Defendants knew of and/or otherwise consented to Plaintiff rendering services as an independent contractor.

5. Plaintiffs are informed and believe, and thereon allege, that Defendant Rust Movie Productions, LLC is a domestic limited liability company organized in and existing under the laws of the State of New Mexico with its principal place of business in Thomasville, Georgia (hereinafter “Defendant Rust Movie Productions”). Plaintiffs are further informed and believe, and thereon allege, that Rust Movie Productions was organized to produce the film “*Rust*.”

6. Plaintiffs are informed and believe, and thereon allege, that Defendant Alexander R. Baldwin III, an individual, is and, at all relevant times, was a resident of New York (“Defendant Baldwin”). Plaintiffs are further informed and believe, and thereon allege, that Defendant Baldwin was an actor in and producer of the film “*Rust*” and, at all relevant times, contracted as an individual and/or in his official capacity with the loan-out corporation Defendant El Dorado Pictures, Defendants, and/or Does 1 to 50 to provide said services for the filming of “*Rust*.”

7. Plaintiffs are informed and believe, and thereon allege, that Defendant El Dorado Pictures is a corporation incorporated in and existing under the laws of the State of California with its principal place of business in California, County of Los Angeles (hereinafter “Defendant El Dorado Pictures”). Plaintiffs are further informed and believe, and thereon allege, that El Dorado Pictures was the loan-out corporation for Defendant Baldwin related to the filming of “*Rust*.”

8. Plaintiffs are informed and believe, and thereon allege, that Defendant Ryan Donnell Smith, an individual, is and, at all relevant times, was a resident of California, County of Los Angeles (“Defendant Smith”). Plaintiffs are further informed and believe, and thereon

allege, that Defendant Smith was a producer of the film “*Rust*” and, at all relevant times, contracted as an individual and/or in his official capacity with Defendant Thomasville Pictures, LLC, Defendants, and/or Does 1 to 50 to provide said service for the filming of “*Rust*.”

9. Plaintiffs are informed and believe, and thereon allege, that Defendant Langley Allen Cheney, an individual, is and, at all relevant times, was a resident of California, County of Los Angeles (“Defendant Cheney”). Plaintiffs are further informed and believe, and thereon allege, that Defendant Cheney was an executive producer of the film “*Rust*” and, at all relevant times, contracted as an individual and/or in his official capacity with Defendant Thomasville Pictures, LLC, Defendants, and/or Does 1 to 50 to provide said service for the filming of “*Rust*.”

10. Plaintiffs are informed and believe, and thereon allege, that Defendant Thomasville Pictures, LLC is a limited liability company organized in and existing under the laws of Georgia with its principal place of business in Thomasville, Georgia (hereinafter “Defendant Thomasville Pictures”). Plaintiffs are further informed and believe, and thereon allege, that Defendant Thomasville Pictures is Defendant Smith’s and Defendant Cheney’s Georgia-based studio specializing in creating low-budget film projects, including, without limitation, “*Rust*.”

11. Plaintiffs are informed and believe, and thereon allege, that Defendant Anjul Nigam, an individual, is and, at all relevant times, was a resident of California, County of Los Angeles (“Defendant Nigam”). Plaintiffs are further informed and believe, and thereon allege, that Defendant Nigam was a producer of the film “*Rust*” and, at all relevant times, contracted as an individual and/or in his official capacity with Defendant Brittany House Pictures, Defendants, and/or Does 1 to 50 to provide said service for the filming of “*Rust*.”

12. Plaintiffs are informed and believe, and thereon allege, that Defendant Brittany

House Pictures is a business form unknown (hereinafter “Defendant Brittany House Pictures”). Plaintiffs are further informed and believe, and thereon allege, that Defendant Brittany House Pictures was the loan-out corporation for Defendant Nigam related to the filming of “*Rust*.”

13. Plaintiffs are informed and believe, and thereon allege, that Defendant Hannah Gutierrez-Reed, an individual, is and, at all relevant times, was a resident of the State of Arizona (“Defendant Gutierrez-Reed”). Plaintiffs are further informed and believe, and thereon allege, that Defendant Gutierrez-Reed was, without limitation, the Armorer for the film “*Rust*” and, at all relevant times, contracted as an individual and/or in her official capacity with Defendants and/or Does 1 to 50 to provide said service for the filming of “*Rust*.”

14. Plaintiffs are informed and believe, and thereon allege, that Defendant Sarah Zachary, an individual, is and, at all relevant times, was a resident of the State of California (“Defendant Zachary”). Plaintiffs are further informed and believe, and thereon allege, that Defendant Zachary was, without limitation, the Prop Master for the film “*Rust*” and, at all relevant times, contracted as an individual and/or in her official capacity with Defendants and/or Does 1 to 50 to provide said service for the filming of “*Rust*.”

15. Plaintiffs are informed and believe, and thereon allege, that Defendant Seth Kenney, an individual, is and, at all relevant times, was a resident of the State of Arizona (“Defendant Kenney”). Plaintiffs are further informed and believe, and thereon allege, that Defendant Kenney was, without limitation, an Armorer assistant for the film “*Rust*” and, at all relevant times, contracted as an individual and/or in his official capacity as the owner of PDQ Arm and Prop LLC with Defendants and/or Does 1 to 50 to provide said service for the filming of “*Rust*.”

16. Plaintiffs are informed and believe, and thereon allege, that Defendant PDQ Arm

and Prop LLC, owned by Defendant Kenney, was a domestic limited liability company organized under the laws of New Mexico. Plaintiffs are further informed and believe that Defendant PDQ Arm and Prop, LLC contracted with Defendants and/or Does 1 to 50 to provide prop firearms and ammunition for the filming of “*Rust*.”

17. Plaintiffs are informed and believe, and thereon allege, that Defendant David Halls, an individual, is and, at all relevant times, was a resident of the State of New Mexico (“Defendant Halls”). Plaintiffs are further informed and believe, and thereon allege, that Defendant Halls was, without limitation, an Assistant Director for the film “*Rust*” and, at all relevant times, contracted as an individual and/or in his official capacity with Defendants and/or Does 1 to 50 to provide said service for the filming of “*Rust*.”

18. Plaintiffs are informed and believe, and thereon allege, that Defendant Nathan Klingher, an individual, is and, at all relevant times, was a resident of California, County of Los Angeles (“Defendant Klingher”). Plaintiffs are further informed and believe, and thereon allege, that Defendant Klingher was a producer of the film “*Rust*” and, at all relevant times, contracted as an individual and/or in his official capacity with Defendant Short Porch Pictures, LLC, Defendants, and/or Does 1 to 50 to provide said service for the filming of “*Rust*.”

19. Plaintiffs are informed and believe, and thereon allege, that Defendant Ryan Winterstern, an individual, is and, at all relevant times, was a resident of California, County of Los Angeles (“Defendant Winterstern”). Plaintiffs are further informed and believe, and thereon allege, that Defendant Winterstern was a producer of the film “*Rust*” and, at all relevant times, contracted as an individual and/or in his official capacity with Defendant Short Porch Pictures, LLC, Defendants, and/or Does 1 to 50 to provide said service for the filming of “*Rust*.”

20. Plaintiffs are informed and believe, and thereon allege, that Defendant Short

Porch Pictures, LLC is a limited liability company organized in and existing under the laws of the State of California with its principal place of business in California, County of Los Angeles (hereinafter “Defendant Short Porch Pictures”). Plaintiffs are further informed and believe, and thereon allege, that Short Porch Pictures was the loan-out corporation for Defendant Klingher and Defendant Winterstern related to the filming of “*Rust*.”

21. Plaintiffs are informed and believe, and thereon allege, that Defendant Matthew DelPiano, an individual, is and, at all relevant times, was a resident of California, County of Los Angeles (“Defendant Delpiano”). Plaintiffs are further informed and believe, and thereon allege, that Defendant Delpiano was a producer of the film “*Rust*” and, at all relevant times, contracted as an individual and/or in his official capacity with Defendant Calvary Media, Inc., Defendants, and/or Does 1 to 50 to provide said service for the filming of “*Rust*.”

22. Plaintiffs are informed and believe, and thereon allege, that Defendant Calvary Media, Inc. is a corporation incorporated in and existing under the laws of the State of Delaware with its principal place of business in the State of California, County of Los Angeles (hereinafter “Defendant Calvary Media”). Plaintiffs are further informed and believe, and thereon allege, that Defendant Calvary Media was the loan-out corporation for Defendant DelPiano related to the filming of “*Rust*.”

23. Plaintiffs are informed and believe, and thereon allege, that Defendant Gabrielle Pickle, an individual, is and, at all relevant times, was a resident of the State of Georgia (“Defendant Pickle”). Plaintiffs are further informed and believe, and thereon allege, that Defendant Pickle was a line producer of the film *Rust* and, at all relevant times, contracted as an individual and/or in her official capacity with Defendant 3rd Shift Media, LLC, Defendants, and/or Does 1 to 50 to provide said service for the filming of “*Rust*.”

24. Plaintiffs are informed and believe, and thereon allege, that Defendant 3rd Shift Media, LLC is a domestic limited liability company organized in and existing under the laws of the State of Georgia with its principal place of business in Norcross, Georgia (hereinafter “Defendant 3RD Shift Media”). Plaintiffs are further informed and believe, and thereon allege, that Defendant 3rd Shift Media was the loan-out corporation for Defendant Pickle related to the filming of “*Rust*.”

25. Plaintiffs are informed and believe, and thereon allege, that Defendant Katherine Walters, an individual, is and, at all relevant times, was a resident of the State of Pennsylvania (“Defendant Walters”). Plaintiffs are further informed and believe, and thereon allege, that Defendant Walters was, without limitation, a Unit Production Manager for the film “*Rust*” and, at all relevant times, contracted as an individual and/or in her official capacity with Defendants and/or Does 1 to 50 to provide said service for the filming of “*Rust*.”

26. Plaintiffs are informed and believe, and thereon allege, that Defendant Chris M.B. Sharp, an individual, is and, at all relevant times, was a resident of address unknown (“Defendant Sharp”). Plaintiffs are further informed and believe, and thereon allege, that Defendant Sharp was, without limitation, an executive producer for the film “*Rust*” and, at all relevant times, contracted as an individual and/or in his official capacity with Defendants and/or Does 1 to 50 to provide said service for the filming of “*Rust*.”

27. Plaintiffs are informed and believe, and thereon allege, that Defendant Jennifer Lamb, an individual, is and, at all relevant times, was a resident of address unknown (“Defendant Lamb”). Plaintiffs are further informed and believe, and thereon allege, that Defendant Lamb was, without limitation, an executive producer for the film “*Rust*” and, at all relevant times, contracted as an individual and/or in her official capacity with Defendants and/or Does 1 to 50 to

provide said service for the filming of “*Rust*.”

28. Plaintiffs are informed and believe, and thereon allege, that Defendant Emily Salveson, an individual, is and, at all relevant times, was a resident of address unknown (“Defendant Salveson”). Plaintiffs are further informed and believe, and thereon allege, that Defendant Salveson was, without limitation, an executive producer for the film “*Rust*” and, at all relevant times, contracted as an individual and/or in her official capacity with Defendants and/or Does 1 to 50 to provide said service for the filming of “*Rust*.”

29. Plaintiffs are informed and believe, and thereon allege, that Defendant Streamline Global is a business form unknown (hereinafter “Defendant Streamline Global”). Plaintiffs are further informed and believe, and thereon allege, that Defendant Streamline Global was a motion picture development and finance company related to the filming of “*Rust*.”

30. The true names and capacities, whether individual, plural, corporate, partnership, associate, or otherwise, of Doe Defendants 1 through 200, inclusive, are unknown to Plaintiffs, who therefore sue said defendants by such fictitious names (“Doe Defendants”). Doe Defendants include, without limitation, producers and/or financiers related to the filming of the motion picture “*Rust*” at issue in this lawsuit. The full extent of the facts linking such fictitiously sued Doe Defendants is unknown to Plaintiffs. Plaintiffs are informed and believe and thereon allege that each of the defendants designated herein as a Doe Defendant was, and is, liable for the events and happenings hereinafter referred to, and thereby intentionally, recklessly, and/or without any just cause or excuse and with utter disregard of the consequences of their intentional acts and/or omission, or in some other actionable manner, legally and proximately caused the hereinafter described injuries and damages, including damages to Plaintiff Mitchell who was working as a Script Supervisor just a few feet away from where Defendant Baldwin

shot and killed Halyna Hutchins and loss of consortium damages to Plaintiffs Solovey, Androsovyeh, and Zemko, as Halyna Hutchins' surviving mother, father, and younger sister, respectively. Plaintiffs will hereafter seek leave of the Court to amend this Complaint to show the defendants' true names and capacities after the same have been ascertained.

31. Defendants are directly liable for their own negligent acts, as well as the negligent acts of their officers and/or directors acting on their behalf. Defendants also are vicariously liable for the negligent acts of their employees, representatives, consultants, agents, and/or servants and those whom they controlled or had the right and power to control. Plaintiffs are informed and believe, and thereon allege, that at all times relevant and mentioned herein, Defendants, and each of them, were, without limitation, the agents, ostensible agents, principals, joint venturers, servants, employees, employers, co-conspirators, and/or joint venturers of their co-Defendants. Each Defendant had a shared community of interest in the object and purpose of undertaking of producing and creating the film "*Rust*." Each had a substantial or equal right to share in the control of the design, production, execution of "*Rust*" and the rights to profits derived therefrom, regardless of whether such right was actually exercised. Defendants controlled the administration, planning, management, and quality control of the product of "*Rust*" Defendants' control included, without limitation, control of marketing, accounting, human resources management, training, staffing, creation and implementation of policies and procedures, safety assessment and compliance, compliance with regulations and industry standards, licensing, certification, and the hiring, supervising, training, and managing the employees and agents used in production.

32. All Defendants were, without limitation, acting within their individual capacity and/or official capacity within the course, scope and authority of said agency, ostensible agency,

employment, and/or joint venture, and that each and every Defendant, as aforesaid, when acting as a principal, was negligent in the selection and hiring, retention, training, and supervision of each and every other Defendant as an agent, ostensible agent, employee, and/or joint venturer.

33. Defendants operated as a joint venture/enterprise for the purpose of increasing profitability and pursuing their similar business interests and collectively controlled the production and staffing of "*Rust*."

34. Because all Defendants were engaged in a joint venture/enterprise before and throughout Halyna Hutchins' employment, injuries, and death, the latter resulting in the loss of consortium damages of Plaintiffs Solovey, Androsovysh, and Zemko, and Plaintiff Mitchell's employment and injuries, the acts and omissions of each participant in the joint venture/enterprise are imputable to all other participants. The actions of each participant and each participant's servants, agents, employees, and/or joint venturer as set forth herein, are imputed to each participant, jointly and severally.

35. In addition to their direct liability, Defendants are vicariously liable for all negligent or intentional acts or omissions committed by their agents, employees, officers, directors, apparent agents, joint venturers, and/or contractors, pursuant to the doctrines of, without limitation, agency, apparent agency, nondelegable duty, and/or respondeat superior.

36. Plaintiffs are informed and believe, and thereon allege, that each of the Defendants caused and is responsible for the unlawful conduct and resulting by, inter alia, personally participating in the tortious conduct at issue in this lawsuit, or acting jointly and in concert with others who did so, by authorizing, acquiescing, ratifying, and/or failing to take action to prevent the tortious conduct that caused the hereinafter described injuries and damages to Plaintiffs, by promulgating policies and procedures pursuant to which the tortious conduct

occurred, by failing and refusing, with deliberate indifference to Halyna Hutchins' and Plaintiffs' rights, to initiate and maintain adequate supervision, retention, and/or training, and by ratifying the tortious conduct that occurred by employees, joint venturers, agents, and/or ostensible agents under their direction, authority, and/or control. Whenever and wherever reference is made in this Complaint to any act by a Defendant, such allegation and reference shall also be deemed to mean the acts and failure to act of each of the Defendants individually, jointly, and severally.

JURISDICTION AND VENUE

37. This Court has jurisdiction over this case as Court of general jurisdiction in the State of New Mexico.

38. This Court has personal jurisdiction over the parties to the case.

39. Venue in this Court is proper pursuant to NMSA 1978 § 38-3-1 (A) and (F) (1988).

GENERAL ALLEGATIONS

40. Plaintiffs incorporate herein by reference, each and every allegation and statement contained in paragraphs 1 through 39, *supra*, as if the same had been set forth fully below.

41. Defendants engaged in, without limitation, the following intentional and/or negligent acts and/or omissions, without any just cause or excuse, that were reasonably expected to result in the fatal injury suffered by Halyna Hutchins and both damages to Plaintiff Mitchell and loss of consortium damages to Plaintiffs Solovey, Androsovyeh, and Zemko with utter disregard for the consequences. *See Delgado v. Phelps Dodge Chino, Inc.*, 2001-NMSC-034, ¶¶ 25, 131 N.M. 272, 34 P.3d 1148 (noting that willful misconduct means “the intentioned doing of a harmful act without just cause or excuse or an intentional act done in utter disregard for the consequences”).

The Fatal Incident:

Defendant Baldwin Discharges a Loaded Gun That Kills Halyna Hutchins.

42. In New Mexico, where Defendants stationed their movie production, it was and is unlawful for anyone to endanger the safety of another by handling or using a firearm in a negligent manner (NMSA 1978, § 30-7-4(A)(3)) and/or to carry any type of concealed loaded firearm anywhere, with limited exceptions not relevant to the Defendants' production (NMSA 1978, § 30-7-2(A)). Defendants willfully disregarded the law of New Mexico when they acted as alleged herein.

43. This case arises out of the October 21, 2021 deadly discharge of a loaded gun by Defendant Baldwin that occurred on the set of the western-themed motion picture "*Rust*," a film project that Defendants knew would necessitate the use of numerous weapons by the filming cast and crew throughout "*Rust*'s" anticipated 21-day shoot. The shot fired by Defendant Baldwin killed "*Rust*" Director of Photography, Halyna Hutchins and injured other crew members, including Plaintiff Mitchell.

44. When Plaintiff Mitchell accepted the opportunity to work on the filming for the motion picture "*Rust*" as the production's Script Supervisor, she was excited to be back on a movie set following a long absence due to the Covid pandemic. At the time Plaintiff Mitchell accepted the Script Supervisor position on the "*Rust*" production, she had worked in the entertainment business for approximately four decades. Plaintiff Mitchell's resume details her long and successful career as a Script Supervisor on almost 100 different productions. She had earned the reputation of being a hard-working and well-respected professional Script Supervisor.

45. Thursday, October 21, 2021, the day of the fatal incident, was the 12th day of a 21-day shoot on the Bonanza Creek Ranch near Santa Fe, New Mexico in Santa Fe County.

46. At the time of the fatal incident on that day, Halyna Hutchins and Plaintiff Mitchell were standing less than four feet away from Defendant Baldwin when he aimed the gun in their direction and discharged it without warning and without necessary and required safety precautions in place. As a result of the discharge of the loaded gun, Halyna Hutchins was fatally shot and killed. At the moment of discharge and immediately thereafter, Plaintiff Mitchell was standing next to Halyna.

47. Plaintiffs are informed and believe, and thereon allege, that the first 11 days of the production were filled with myriad safety issues that placed Defendants, including, without limitation, Defendant Baldwin, producers, and others in control of the production, on notice that there were serious safety-related problems on the set that were endangering the cast and crew related to the use of firearms. Plaintiffs are informed and believe, and thereon allege, that, prior to the incident and because of the gross mismanagement of firearms by Defendants, including, without limitation, Armorer Defendant Gutierrez-Reed, Prop Master Defendant Sarah Zachary, and Defendant PDQ Arm and Prop's owner, Defendant Seth Kenney, live ammunition had been brought onto the filming set and guns had been misfired on set, including ammunition fired by Defendant Baldwin's stunt double.

48. Plaintiffs are informed and believe, and thereon allege, that the cart used for storing the ammunition by Defendant Gutierrez-Reed, Defendant Sarah Zachary, and other Defendants, including, without limitation, the gun discharged by Defendant Baldwin had been regularly left unattended and mismanaged throughout filming prior to the October 21, 2021 tragic incident. Plaintiffs are further informed and believe, and thereon allege, that Defendants knew or should have known that loaded firearms were on set before the October 21, 2021 incident because, without limitation, firearms had been discharged by crew members before the

fatal shooting of Halyna Hutchins against safety protocols that should have been in place but were not. Prior to the October 21, 2021 incident, Defendants also knew or should have known about serious safety violations related to the use of firearms and live ammunition on the set because, without limitation, a number of workers had walked off the job in protest of safety concerns over filming conditions and production issues that had been raised for days before the fatal shooting and that had been ignored by Defendants.

49. For the purpose of, without limitation, saving money, Defendants willfully, knowingly, intentionally, and/or in utter disregard for the known harmful consequences to Halyna Hutchins, Plaintiff Mitchell, and other members of the *Rust* crew intentionally ignored the known dangers associated with ammunition and/or guns on the set. Shockingly, Defendants decided not to stop production – even briefly – to search the set for and/or remove live ammunition, including from weapons, even after it was widely known by them that live ammunition had been introduced onto the set. And despite the inherently dangerous nature of guns and ammunition, Defendants failed to ensure that a properly trained and equipped on-set medical team was present during the filming of “*Rust*.”

50. On October 21, 2021, the day of the tragic incident, the second scene that was filmed that morning before lunch was in the small church on the Bonanza Creek Ranch with Defendant Baldwin’s character, an injured “Harland Rust,” and a young boy.

51. When the morning filming was completed, everyone broke for lunch. At that time, Halyna Hutchins and other crew members met and spoke together to confirm what filming would take place after the lunch break. It was discussed that there would be 3 tight camera shots when filming resumed. One camera shot would be focused on Defendant Baldwin’s eyes, one would be focused on a blood stain on Defendant Baldwin’s shoulder, and the third would focus

on Defendant Baldwin's torso as he reached his hand down to his holster and removed the gun. There was nothing in the script about the gun being discharged by Defendant Baldwin or by any other person.

52. Plaintiffs are informed and believe, and thereon allege that, at the time Defendant Baldwin discharged the gun inside the church, there was nothing in the script indicating that a firearm was to have been discharged by Defendant Baldwin.

53. Under well-known industry safety practices, if there was to have been any firearm discharged in the upcoming scene according to the script, Halyna Hutchins and Plaintiff Mitchell, along with other crew members present, would have been situated outside of the church while Defendant Baldwin would be using the firearm inside of the church. There was no such indication in the script. Under well-known industry safety practices, had the script called for a firearm to be discharged, Halyna Hutchins and Plaintiff Mitchell, along with other crew members present, would have been required to view the discharging of the gun via exterior monitors that would have been set up outside of the church. None of these protocols and precautions had been taken since the script did not indicate that a firearm was to be discharged by Defendant Baldwin or anyone else.

54. No notice of any discharge of a firearm was given to anyone present prior to the deliberate acts giving rise to these claims. Prior to, and at the time of Defendant Baldwin's discharge of the loaded gun, no rehearsal had been called, and the crew had not commenced filming. The fact that no rehearsal had taken place and that no filming had commenced is evidenced by the fact that the slate, which designates the scene to be filmed, had not yet been changed to reflect the upcoming scene. Based upon information and belief, prior to discharge, Defendant Gutierrez-Reed, the film's armorer, recklessly took a firearm from the mismanaged

and often unattended cart that contained loaded guns and placed it at the upcoming scene's church set. Against all safety protocols, standards, and practices, Defendant Halls, who was an Assistant Director and not an Armorer, recklessly handed, and was permitted to hand, Defendant Baldwin a loaded firearm that constituted a concealed deadly weapon, in violation of, without limitation, Section 30-7-2.

55. Immediately prior to Defendant Baldwin's deliberate, but to Plaintiff Mitchell and other crew members, unexpected discharge of the concealed loaded gun, the cast and a number of crew members, including, without limitation, Defendant Baldwin, Halyna Hutchins, and Plaintiff Mitchell, were in very close proximity with one another inside the church for the afternoon scene. Specifically, Defendant Baldwin was in the church sitting in a pew wearing a holster with a gun that had been handed to him earlier by Defendant Halls. Several other crew members were also inside the church, including, but not limited to, a wardrobe person, a camera operator, and a gaffer. At that time, Halyna Hutchins and Plaintiff Mitchell were less than 4 feet from where Defendant Baldwin was seated, and Plaintiff Mamie Mitchell was immediately to Halyna's right with Director Souza standing behind Halyna.

56. Although Defendant Baldwin discharged the firearm without need, the deadly effects of the discharge should have been known to all Defendants. Plaintiffs are informed and believe, and thereon allege that, against basic safety protocols, at no time prior to the fatal shot was Halyna Hutchins, Plaintiff Mitchell, or the rest of the crew present advised that the gun was loaded or that it would be discharged. At no time prior to Defendant Baldwin's discharge of the gun were ear protectors provided to individuals in the church, which were required by safety protocols if a gun was expected to be discharged. Furthermore, contrary to basic safety protocols, there was limited plexiglass in the church. Safety protocols were not put into place, including,

without limitation, that Halyna Hutchins, Plaintiff Mitchell, and other crew members be situated outside of the church viewing the actions via exterior monitors.

57. Shortly before Defendant Baldwin fired the loaded gun, Plaintiff Mitchell was looking both at a picture of Defendant Baldwin on her phone and at Defendant Baldwin in front of her to ensure continuity with the upcoming afternoon scenes, including while he was moving the loaded gun within approximately 4 feet from her. Halyna Hutchins was leaning down in line with the camera setting up the upcoming scene. Director Souza was behind Halyna. At this time, Plaintiff Mitchell, Halyna Hutchins, and other crew members were unaware that the Defendant Baldwin's gun was loaded.

58. Suddenly and without warning, a shocking and deafening sound and force from the gunshot was heard by Plaintiff Mitchell and other crew members present. The gunshot's shocking and deafening sound and force was unlike anything Plaintiff Mitchell had ever heard in her life. The gunshot caused Plaintiff Mitchell to experience pain in her ears and head and, shortly thereafter, Plaintiff Mitchell began to hear loud ringing in her ears. Without limitation, the gunshot's shocking and deafening sound and force constituted battery upon Plaintiff Mitchell. Upon hearing and feeling the discharge from the concealed deadly weapon, Plaintiff was terrified, feared for her life, and was reasonably placed in danger of receiving another immediate battery.

59. Soon thereafter, Plaintiff Mitchell and other crew members witnessed the horror of what had occurred. Plaintiff Mitchell heard what sounded like moaning, and, as she turned toward the moaning sound and understood that Director Souza had been shot. Plaintiff Mitchell then turned her head and saw Halyna Hutchins falling towards her. It was then that Plaintiff knew that both Hutchins and Souza had been shot by the gun that Defendant Baldwin had taken

out of the holster, pointed in their direction, and discharged.

60. At approximately 1:46 p.m., Plaintiff Mamie Mitchell made a 911 call. It was communicated to the 911 operator that they needed to send help immediately because two crew members had been shot. Based on information and belief, Defendants failed to ensure that a properly trained and equipped on-set medical team was present during the filming of “*Rust*,” and, as a result, Halyna was not provided with the required immediate critical medical care she needed for the bullet wound sustained as result of Defendant Baldwin’s discharge of his loaded gun at her.

61. The gunshot fired by Defendant Baldwin would eventually kill Halyna Hutchins on the *Rust* set.

62. As a direct and proximate cause of this tragic incident, Plaintiff Mitchell has suffered compensable damages including, without limitation, physical injury and extreme and severe emotional distress. As a result of the aforementioned, Plaintiff Mitchell was injured in, without limitation, her health, strength, and activity and sustained physical trauma and shock and injury to her nervous system and person, all of which injuries have caused, and continue to cause, Plaintiff physical injury and extreme mental, physical and nervous pain and suffering. Plaintiff Mitchell has also suffered and will continue to suffer economic losses related to, without limitation, past and future medical expenses, past and future earnings, and earning capacity.

63. As a direct and proximate cause of this tragic incident involving the fatal shooting of Halyna Hutchins, the lives of Halyna’s surviving mother, Plaintiff Solovey, surviving father, Plaintiff Androsovych, and surviving younger sister, Plaintiff Zemko are forever changed. The close relationship between Halyna and her family lasted from Halyna’s birth to the date of her

tragic death and did not ever waver, even when geographically apart.

64. As a result of Halyna Hutchin's killing, the family relationship between Halyna and Plaintiffs Solovey, Androsovych, and Zemko is now gone forever. Halyna's relationship with her family was one characterized by deep and meaningful closeness evidenced and consistently sustained by regular phone, text message, and/or video contact, keeping the family continuously apprised of each other's well-being. The relationship between Halyna and her parents and sibling was foreseeably close and their mutual dependence upon one another was evident and lasted until her untimely killing.

65. Plaintiffs Solovey, Androsovych, and Zemko relied on their relationship with Halyna Hutchins as an integral part of their own happiness and now they cannot enjoy life in the same way as they once did now that this relationship is lost. The family's emotional ties to Halyna are forever severed because of her untimely killing by Defendants. The emotional dependence shared between Halyna and family is clear and unequivocal, as Plaintiffs Solovey, Androsovych, and Zemko were mutually dependent on one another and emotionally relied on this mutual relationship to enjoy life.

66. This emotional mutual dependence was evident in, without limitation, their consistent communications with one another, their arranged trips to see one another, their presence amongst each other for major life events, and their constant, continuous involvement in each other's lives. The family was so closely knit that they were involved in each other's lives from the most mundane of casual communications and check-ins, to major life events, births, birthdays, holidays, celebrations of job offers—tragically and ironically—including Halyna Hutchin's selection for *Rust*, and all of the large and small life events that are often taken for granted. Plaintiffs Solovey's, Androsovych's, and Zemko's happiness and emotional well-being

depended on Halyna's presence, love, and support in their lives, and is especially so now.

67. The family's dependence likewise included financial interdependence—which did not necessitate Halyna Hutchins and her family to live under one roof—rather, the family was sufficiently close in that they frequently sent and purchased gifts for one another, travelled to see one another, mutually provided financial support with bills and other needs for one another, sent care packages, and bought gifts for one another. The quality of the familial relationship was deep, unwavering, and filled with love, mutual support, friendship, regular communication, financial help, gift giving, and consistent involvement in each other's lives with regular communication about life events, big and small. The emotional distress damages suffered by Plaintiffs Solovey, Androsovych, and Zemko are due to the loss of society, guidance, companionship, and love resulting from the death of their daughter and sister, Halyna.

68. Plaintiff Solovey's, Androsovych's, and Zemko's damages are foreseeable and there is nothing surprising about the parent and sibling relationship involving the type of companionship, support, society, comfort, aid, and protection between Halyna Hutchins and her mother, father and sister that lasted for the duration of Halyna's entire natural life. The relationship between Halyna and her family was sufficiently close as evidenced by their constant, regular communication, and mutual emotional dependence, and Plaintiffs' emotional distress is a foreseeable outgrowth of the loss of the close family relationship as a result of Halyna's tragic killing.

69. As a result of Halyna Hutchin's death, Halyna's surviving family members have suffered substantial and foreseeable compensable loss of consortium damages, including, without limitation, as a result of direct injury to their relational interest with Halyna as her surviving mother, father, and younger sister. As a result of Defendants' actions, Plaintiffs Solovey,

Androsovyeh, and Zemko have been denied the companionship, society, comfort, aid, and protection of Halyna. It was foreseeable that causing the death of Halyna would irreparably harm her surviving family, with whom she shared a loving and close relationship.

70. Plaintiffs Solovey, Androsovyeh, and Zemko, as Halyna's surviving mother, father, and younger sister, respectively, all suffered a direct injury to their close relational interest with Halyna and, as a direct result, have suffered loss of consortium damages for the emotional distress caused by the harm to their intimate relationship with Halyna. As a direct result of the loss of the close relationship interest between them, Plaintiffs have lost the love, companionship, comfort, care, assistance, protection, affection, society, guidance, training, assistance, and moral support of Halyna.

71. Without the death of Halyna Hutchins, Plaintiffs Solovey, Androsovyeh, and Zemko would have continued to maintain their close relationship with Halyna, a loving familial relationship that was sufficiently close, including, without limitation, one that included mutual dependence, shared experiences, financial support and dependence, emotional reliance on each other, and the many intimate manners in which Plaintiffs and Halyna related to each other.

72. Plaintiffs are informed and believe, and thereon allege, that the actions of Defendants as described hereinabove constituted intentional acts and/or omissions, without any just cause or excuse, that were reasonably expected could be reasonably foreseen to result in the fatal injury suffered by Halyna Hutchins, damages alleged herein of Plaintiff Mitchell, and loss of consortium damages to Plaintiffs Solovey, Androsovyeh, and Zemko with utter disregard for the consequences and/or wanton conduct with utter indifference to and/or conscious disregard for the rights and safety of others, including, without limitation, of Halyna Hutchins, Plaintiff Mitchell, and Plaintiffs Solovey, Androsovyeh, and Zemko.

73. Plaintiffs have suffered substantial damages in an amount which cannot presently be ascertained, but which Plaintiffs believe is within the jurisdictional limits of this Court, according to proof at time of trial.

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

74. Plaintiffs are informed and believe, and thereon allege, that New Mexico-based Defendant Rust Movie Productions was formed for the purpose of filming the motion picture “Rust.” It shared the same principal place of business as Defendant Smith and Defendant Cheney’s Georgia-based studio, Defendant Thomasville Pictures, in Thomasville, Georgia. Plaintiffs are informed and believe, and thereon allege, that Defendant Smith and Defendant Cheney both serve as executive officers of Defendant Rust Movie Productions and as producers for “Rust.”

75. Plaintiffs are informed and believe, and thereon allege, that, since its formation on or about February 2017, Georgia-based Defendant Thomasville Pictures, owned by Defendant Smith and Defendant Cheney, has staked out a reputation in the movie-making industry as a low-budget studio. Plaintiffs are informed and believe, and thereon allege, that as part of its practice of making films on ever-shrinking budgets in states like New Mexico and Georgia, and other states and locales with fewer regulations than in Hollywood, Defendant Thomasville Pictures, run by Defendant Smith and Defendant Cheney, intentionally implements cost-cutting practices constituting intentional acts and/or omissions, without any just cause or excuse, that were reasonably expected to result in the injuries suffered by Halyna Hutchins, Plaintiffs, and others with utter disregard for the harmful consequences.

76. Plaintiffs are informed and believe, and thereon allege, that Defendant Thomasville Pictures' cost-cutting practices include, without limitation, failing to follow basic and standard safety protocols and practices, forcing production crews to adhere to rushed and unreasonable production schedules, and hiring crew members and other staff, including safety-crucial Armorers and on-site medical personnel, that often lacked the knowledge, expertise, and experience to adequately ensure their safety and the safety of others during filmmaking.

77. Plaintiffs are informed and believe, and thereon allege, that Defendant Rust Movie Productions was intentionally formed in 2021 by, without limitation, Defendant Smith and Defendant Cheney within the same cost-cutting mold as Defendant Thomasville Pictures – to produce “*Rust*” on a low budget and cost-cutting scheme that was known to create unsafe conditions for movie production crews. Despite this knowledge of unsafe conditions and risks to the health and safety of all who entered the set of “*Rust*,” Defendants continued the production of “*Rust*.” Those responsible for the unsafe conditions include, without limitation, executive producers, producers, and/or financiers for “*Rust*,” including, without limitation, Defendant Rust Movie Productions, Defendant Baldwin, Defendant El Dorado Pictures, Defendant Smith, Defendant Cheney, Defendant Thomasville Pictures, Defendant Klingher, Defendant Winterstern, Defendant Short Porch Pictures, Defendant Nigam, Defendant Brittany House Pictures, Defendant Delpiano, Defendant Calvary Media, Defendant Pickle, Defendant 3rd Shift Media, Defendant Sharp, Defendant Lamb, Defendant Salveson, Defendant Streamline Global, and Does 1 to 100 (hereinafter collectively, “Defendant Producers”).

78. Plaintiffs are informed and believe, and thereon allege, that Defendant Producers – in concert with Defendants Smith and Cheney – intended to cut through what was considered derisively as red tape common in Hollywood-based productions by running some of “*Rust*’s”

filmmaking apparatus out of Georgia and New Mexico.

79. What the Defendant Producers referred to as “red tape” was, in fact, a system of rules and industry practices designed to keep people on sets safe and to prevent the type of tragic event that took the life of Halyna Hutchins, injured Plaintiff Mitchell, and caused Plaintiff Solovey, Androsovyh, and Zemko to suffer loss of consortium damages.

80. Plaintiffs are informed and believe, and thereon allege, that as part of the cost-cutting measures taken to produce “*Rust*” within the low-budget mold, Defendant Producers intentionally failed to hire experienced crew members to manage and handle the numerous weapons that were to be used in the film “*Rust*,” an outlaw western-themed film whose script involved the use of numerous firearms, considered an ultrahazardous activity, throughout its filming.

81. Plaintiffs are informed and believe, and thereon allege, that instead of hiring an experienced Armorer to manage and handle the numerous weapons, including the loaded gun fired by Defendant Baldwin at Halyna Hutchins that killed her, Defendant Producers instead hired, as yet another cost-cutting measure, 24-year old Defendant Gutierrez-Reed as an Armorer for “*Rust*.” Plaintiffs are informed and believe, and thereon allege, that Defendant Gutierrez-Reed, who Defendants, including, without limitation, Defendant Producers, knew had only worked as an Armorer in 1 previous film, was intentionally hired by Defendant Producers as part of the cost-cutting measures intentionally implemented by Defendant Producers to film “*Rust*” as a low-budget film, including by having her serve as both part-time Armorer and part-time Props assistant in the gun-heavy Western..

82. Plaintiffs are informed and believe and thereon allege that Defendants knowingly and recklessly allowed live ammunition on the production of “*Rust*.” Live ammunition is visibly

different from blanks used on movie sets, and, as such, it was apparent to Defendants that live ammunition, which had absolutely no legitimate role or place in the production or on the set of “*Rust*,” was nevertheless present on the set and posed an obvious, life-threatening danger to cast and crew. Plaintiffs are further informed and believe that Defendants, and each of them, at all relevant times, knew or should have known that weapons with live ammunition had been discharged from on-set guns in the days before the fatal shooting of Halyna. Without limitation, the foregoing negates any Defendant’s claimed or potential ignorance to this glaringly obvious safety hazard.

83. A firearm is an inherently dangerous instrumentality and Defendants were, at all relevant times, subject to heightened duties of care toward Halyna Hutchins, Plaintiff Mitchell, and others in the presence of and on the set with firearms, particularly loaded ones.

84. Plaintiffs are informed and believe, and thereon allege, that Defendant Producers knew that the intentional hiring of Defendant Gutierrez-Reed as Armorer for “*Rust*” placed crew members, including Halyna Hutchins and Plaintiff Mitchell, in unreasonably unsafe and dangerous situation but deliberately disregarded the threat to the health and safety of Halyna Hutchins, Plaintiff Mitchell, and others on the set. Defendant Producers placed their goal of producing “*Rust*” on a shoestring budget above their duty to care for the health and safety of every person on the set. The Defendants’ hiring of Defendant Gutierrez-Reed was based purely on economic considerations – or profit – rather than based upon ensuring the safety and well-being of crew members, including, without limitation, of Halyna Hutchins and Plaintiff Mitchell.

85. Plaintiffs are informed and believe, and thereon allege, that Defendant Producers, as experienced participants in the motion picture industry familiar with industry customs and safety rules, knew or should have known about the unreasonably unsafe and dangerous situations

into which they were placing “*Rust*” crew members during the filming of “*Rust*.” The Defendant Producers’ knowledge derives, in part, from their previous implementation of cost-cutting filmmaking measures in other projects and due to at least two instances of weapons misfiring during the filming of “*Rust*” prior to Defendant Baldwin’s deadly shooting of Halyna Hutchins.

86. Plaintiffs are informed and believe, and thereon allege, that, prior to Defendants Baldwin’s fatal shooting, Defendant Producers knew or should have known about the unreasonably unsafe and dangerous conditions that existed, because, without limitation, there had been numerous prior misfiring incidents involving weapons, including with live ammunition, during production of “*Rust*.” Plaintiffs are further informed and believes, and thereon allege, that, despite these instances, Defendant Producers intentionally failed to take the standard precautions and implement standard safety protocols for the safe use of weapons during the filming of “*Rust*” because of their prioritization of profit over the safety and well-being of crew members, including, without limitation, of Halyna Hutchins and Plaintiff Mitchell.

87. Plaintiffs are informed and believe, and thereon allege, that the actions of Defendant Producers constituted intentional acts and/or omissions, without any just cause or excuse, that were reasonably expected to result in the fatal injury suffered by Halyna Hutchins, injury to Plaintiff Mitchell, and loss of consortium damages to Plaintiffs Solovey, Androsovyeh, and Zemko with utter disregard for the consequences and/or wanton conduct with utter indifference to and/or conscious disregard for the rights and safety of others, including, without limitation, of Halyna and Plaintiffs.

88. Plaintiffs are informed and believe and thereon allege that Defendants, including Defendant Producers, allowed live ammunition on the production of “*Rust*.”

89. Defendants each, collectively, and jointly, with mutual right to control and in

pursuit of a common business purpose, engaged or acquiesced in the reckless cost-cutting measures, firearms mis- and malfeasance, hiring and failing to supervise untrained staff, caused Halyna Hutchins' foreseeable death and Plaintiffs' foreseeable damages resulting therefrom.

FIRST CAUSE OF ACTION

**(Plaintiffs Mitchell, Solovey, Androsovyeh, and Zemko for Assault and Battery
against Defendant Baldwin)**

90. Plaintiffs incorporate herein by reference, each and every allegation and statement contained in paragraphs 1 through 89, *supra*, as if the same had been set forth fully below.

91. Plaintiffs are informed and believe, and thereon allege, that Defendants, including, without limitation, Defendant Baldwin, engaged in, without limitation, intentional acts and/or omissions, without any just cause or excuse, that were reasonably expected to result in the fatal injury suffered by Halyna Hutchins, Plaintiff Mitchell's injuries and damages, and loss of consortium damages of Plaintiffs Solovey, Androsovyeh, and Zemko with utter disregard for the harmful consequences. *See Delgado v. Phelps Dodge Chino, Inc.* (2001) 34 P.3d 1148, 1156.

92. Plaintiffs are informed and believe, and thereon allege, that Defendant Baldwin committed battery against Halyna Hutchins by intentionally acting, without just cause, when pointing and discharging a loaded gun at her that resulted in Halyna's death.

93. Plaintiffs are informed and believe, and thereon allege, that Defendant Baldwin assaulted and battered Plaintiff Mitchell by intentionally acting without just cause when pointing and discharging a loaded gun towards her that was reasonably expected to result in injury to her and others, including Halyna Hutchins, and did in fact, without limitation, result in injury to her health, strength, and activity and cause serious physical trauma and shock and injury to her nervous system and person, all of which injuries have caused, and continue to cause, Plaintiff

Mitchell to suffer from physical injury and extreme mental, physical and nervous pain and suffering.

94. Shortly before Defendant Baldwin fired the loaded gun, Defendant Baldwin was within approximately 4 feet in front of Halyna Hutchins and Plaintiff Mitchell, including while he was moving the loaded gun on the set and aiming the weapon in their direction. At the time, Plaintiff Mitchell was looking both at a picture of Defendant Baldwin on her phone and at Defendant Baldwin in front of her, including while he was moving the loaded gun within approximately 4 feet in front of her, to ensure continuity with the upcoming afternoon scenes.

95. Based on information and belief, at no time did Halyna Hutchins, Plaintiff Mitchell, or other crew members in close proximity to Defendant Baldwin consent to having a loaded gun pointed and discharged towards them by Defendant Baldwin. Had Halyna and Plaintiff Mitchell known that Defendant Baldwin would point and discharge a weapon in their direction, they would not have been inside the church but would have been instructed instead to have been outside of the church viewing Defendant Baldwin's actions on an exterior screen with other crew members.

96. At the time that Defendant Baldwin pointed and discharged the gun, neither filming nor rehearsal had commenced. Suddenly and without warning, a shocking and deafening sound and force from the gunshot was heard by Plaintiff Mitchell and other crew members present. The gunshot's shocking and deafening sound and force was unlike anything Plaintiff Mitchell had ever heard in her life. The gunshot caused Plaintiff Mitchell to experience pain in her ears and head and, shortly thereafter, Plaintiff Mitchell began to hear loud ringing in her ears. Without limitation, the gunshot's shocking and deafening sound and force constituted battery upon Plaintiff Mitchell. Upon hearing and feeling the discharge from the concealed deadly

weapon, Plaintiff was terrified, feared for her life, and was reasonably placed in danger of receiving another immediate battery.

97. As a direct and proximate cause of DEFENDANT BALDWIN's pointing and discharging the gun towards Plaintiff Mitchell, Plaintiff Mitchell has suffered compensable damages including, without limitation, extreme and severe emotional distress for which she has had to employ medical treaters, including, without limitation, mental health providers for her emotional and/or physical injuries. Plaintiff was severely injured in, without limitation, her health, strength, and activity and sustained serious physical trauma and shock and injury to her nervous system and person, all of which injuries have caused, and continue to cause Plaintiff extreme mental, physical and nervous pain. Plaintiff Mitchell has also suffered and will continue to suffer economic losses related to, without limitation, past and future medical expenses, past and future earnings, and earning capacity.

98. As a direct and proximate cause of Defendant Baldwin's fatal shooting of Halyna Hutchins, the lives of Halyna's surviving mother, Plaintiff Solovey, surviving father, Plaintiff Androsovych, and surviving younger sister, Plaintiff Zemko, will never be the same. As a result of Halyna's death, her surviving family members have suffered substantial and foreseeable compensable loss of consortium damages, including, without limitation, as a result of direct injury to Plaintiffs' relational interest with Halyna as her surviving mother, father, and younger sister. Plaintiffs are entitled to loss of consortium damages for the emotional distress due to the harm to their close relationship with Halyna Hutchins that was caused by the tortious conduct of Defendant Baldwin described herein. Plaintiffs Solovey, Androsovych, and Zemko have suffered substantial economic and noneconomic damages in an amount which cannot presently be ascertained, but which Plaintiffs believe is within the jurisdictional limits of this Court,

according to proof at time of trial.

99. Plaintiffs are informed and believe, and thereon allege, that the actions of Defendant Baldwin constituted intentional acts and/or omissions, without any just cause or excuse, that were reasonably expected to result in the fatal injury suffered by Halyna Hutchins, injury and related damages to Plaintiff Mitchell, and loss of consortium damages to Plaintiffs Solovy, Androsovych, and Zemko with utter disregard for the consequences and/or wanton conduct with utter indifference to and/or conscious disregard for the rights and safety of others, including, without limitation, of Halyna and Plaintiffs.

SECOND CAUSE OF ACTION

(Plaintiffs Mitchell, Solovey, Androsovych, and Zemko for Intentional Infliction of Emotional Distress against Defendant Baldwin)

100. Plaintiffs incorporate herein by reference, each and every allegation and statement contained in paragraphs 1 through 95, *supra*, as if the same had been set forth fully below.

Plaintiffs are informed and believe, and thereon allege, that Defendant Baldwin, engaged in, without limitation, intentional acts and/or omissions, without any just cause or excuse, that were reasonably expected to result in the fatal injury suffered by Halyna Hutchins and Plaintiffs' subsequent extreme emotional distress, with utter disregard for the harmful consequences. *See Baldonado v. El Paso Nat. Gas Co.*, 2008-NMSC-005, ¶ 27, 143 N.M. 288, 176 P.3d 277.

101. The conduct of Defendant Baldwin when he pointed and discharged a loaded gun at Halyna Hutchins that killed her and in the direction of Plaintiff Mitchell constituted extreme and outrageous conduct exceeding all possible bounds of decency.

102. At all times relevant to this complaint, Defendant Baldwin acted intentionally and/or in reckless disregard of Halyna Hutchins and Plaintiffs.

103. Plaintiffs are informed and believe, and thereon allege, that Defendant Baldwin engaged in intentional acts and/or omissions, without any just cause or excuse, that were reasonably expected to result in the fatal injury suffered by Halyna Hutchins and loss of consortium damages to Plaintiffs.

104. As a proximate and foreseeable result of Defendant Baldwin's pointing and discharging the gun towards Plaintiff Mitchell, Plaintiff Mitchell has suffered compensable damages including, without limitation, extreme and severe emotional distress for which she has had to employ medical treaters, including, without limitation, mental health providers for her emotional and/or physical injuries. Plaintiff was severely injured in, without limitation, her health, strength and activity and sustained serious physical trauma and shock and injury to her nervous system and person, all of which injuries have caused, and continue to cause Plaintiff extreme mental, physical and nervous pain.

105. As a direct and proximate cause of Defendant Baldwin's fatal shooting of Halyna Hutchins, the lives of Halyna Hutchins' surviving mother, Plaintiff Solovey, surviving father, Plaintiff Androsovych, and surviving younger sister, Plaintiff Zemko, will never be the same. As a result of Halyna Hutchins' death, her surviving family members have suffered substantial and foreseeable compensable loss of consortium damages, including, without limitation, extreme and severe emotional distress as a result of direct injury to Plaintiffs' relational interest with Halyna Hutchins as her surviving mother, father, and younger sister. Plaintiffs are entitled to damages for the extreme and severe emotional distress due to the harm to their close relationship with Halyna Hutchins that was caused by the intentional and tortious conduct of Defendant Baldwin described herein.

106. Plaintiffs are informed and believe, and thereon allege, that the actions of

Defendant Baldwin constituted intentional acts and/or omissions, without any just cause or excuse, that were reasonably expected to result in the fatal injury suffered by Halyna Hutchins and severe emotional distress suffered by Plaintiffs. Defendant Baldwin acted with utter disregard for the consequences and/or wanton conduct with utter indifference to and/or conscious disregard for the rights and safety of others, including, without limitation, Halyna Hutchins and Plaintiffs.

THIRD CAUSE OF ACTION

(Plaintiffs Mitchell, Solovey, Androsovykh, and Zemko for Negligence against All Defendants)

107. Plaintiffs incorporate herein by reference, each and every allegation and statement contained in paragraphs 1 through 106, *supra*, as if the same had been set forth fully below.

108. Plaintiffs are informed and believe, and thereon allege, that Defendants, including, without limitation, Defendant Producers as owners, operators, managers, directors, casting directors, stunt coordinators, choreographers, supervisors and/or as persons responsible for the coordination, creation, execution, safety, and supervision of “*Rust*,” had a duty and authority to create, coordinate, choreograph, block, supervise, direct, and/or execute actions on set to be performed in such a manner, including by Defendant Baldwin, so as to make filming and execution of “*Rust*” reasonably safe for crew members, including for Halyna Hutchins and Plaintiff Mitchell.

109. Plaintiffs are informed and believe, and thereon allege, that Defendants, including, without limitation, Defendant Producers, further had the duty and authority to coordinate, create, and execute safety protocols and supervision for filming so as not to increase the safety risks associated with filming “*Rust*,” a western genre film utilizing numerous weapons,

including, without limitation, the gun used by Defendant Baldwin at issue in this lawsuit.

110. Plaintiffs are informed and believe, and thereon allege, that Defendants, including, without limitation, Defendant Producers their employees, supervisors, personnel, agents, joint venturers, and/or representatives, owed a duty to, without limitation, reasonably provide for the safety of Halyna Hutchins, Plaintiff Mitchell, and other crew members in the execution of filming. This duty included, without limitation, the taking of every reasonable precaution to maximize the safety of individuals, including Halyna Hutchins and Plaintiff Mitchell, in making and producing a western film utilizing numerous firearms throughout its filming.

111. Because, without limitation, the filming of *Rust* included the use of firearms and/or ammunition, Defendants and each of them owed to Halyna Hutchins and Plaintiff Mitchell a heightened duty of care to use the highest standard of care.

112. Plaintiffs are informed and believe, and thereon allege, that despite knowing that the filming of “*Rust*” presented serious safety concerns involving ultrahazardous activities related to the use and storage of numerous firearms due to its western-inspired theme, Defendants, including, without limitation, Defendant Producers, intentionally opted to produce “*Rust*” on a low budget that was known to create unsafe conditions for movie production crew members and failed to properly secure weapons and ammunition.

113. Plaintiffs are informed and believe, and thereon allege, that as part of the cost-cutting measures taken to produce “*Rust*” within the low-budget mold, Defendants, including, without limitation, Defendant Producers, intentionally failed to hire experienced crew members to manage and handle the numerous weapons and ammunition that were to be used in the film “*Rust*,” an outlaw western-themed film that was known to involve the use of numerous firearms throughout filming.

114. Plaintiffs are informed and believe, and thereon allege, that instead of hiring an experienced Armorer to manage and handle the numerous weapons that would be used in the making of this western-themed film, Defendants, including, without limitation, Defendant Producers, instead hired 24-year old Defendant Gutierrez-Reed as an Armorer for “*Rust*.” Plaintiffs are informed and believe, and thereon allege, that since the incident at issue, Defendant Gutierrez-Reed has admitted to lacking the experience that should have been required to manage the use and storage of firearms and ammunition related to the filming of “*Rust*.”

115. Plaintiffs are informed and believe, and thereon allege, that Defendant Gutierrez-Reed was intentionally hired by Defendants, including, without limitation, Defendant Producers, as part of the cost-cutting measures intentionally implemented by them to film “*Rust*” as a low-budget film, including by hiring her as a part-time Armorer and part-time Props Assistant.

116. Plaintiffs are informed and believe, and thereon allege, that Defendants, including, without limitation, Defendant Producers, knew that the intentional hiring of Defendant Gutierrez-Reed as Armorer for “*Rust*” placed crew members in unsafe and dangerous conditions but, due to their goal of producing “*Rust*” on a shoestring budget, Defendants, including, without limitation, Defendant Producers, intentionally decided to hire her based upon a prioritization of economic profit over ensuring the safety and well-being of crew members, including, without limitation, Halyna Hutchins and Plaintiff Mitchell.

117. Plaintiffs are informed and believe, and thereon allege, that Defendants, including, without limitation, Defendant Producers, knew about the unsafe and dangerous conditions into which they were placing “*Rust*” crew members during the filming of “*Rust*” due to, among other things, previous implementation of cost-cutting filmmaking measures in other projects and due to at least two instances of weapons misfiring incidents during the filming of

“*Rust*” prior to Defendant Baldwin’s firing of the loaded gun that killed Halyna Hutchins.

118. Plaintiffs are informed and believe, and thereon allege, that, as a result of the aforementioned actions and omissions and without limitation, on October 21, 2021, the day of the tragic incident, Defendants, including, without limitation, Defendant Producers, their employees, supervisors, employees, agents and/or representatives, breached their duties as described herein by failing to reasonably provide for the safety of Halyna Hutchins and Plaintiff Mitchell, failing to supervise, secure, and make safe conditions of the filming of “*Rust*,” where deadly weapons were used while filming.

119. Plaintiffs are informed and believe, and thereon allege, that the cart used for storing ammunition had been regularly left unattended throughout filming prior to the October 21, 2021 tragic incident. Plaintiffs are further informed and believe, and thereon allege, that loaded firearms had been used by crew members for target practice against safety protocols that should have been in place but were not. Defendants were also on notice of serious safety concerns related to firearms and live ammunition on the set because, prior to the October 21, 2021 incident, a number of workers had walked off the job in protest of safety concerns over filming conditions and production issues.

120. In addition, Defendants, including, without limitation, Defendant Producers, intentionally acted and/or failed to act, without any just cause or excuse, when they failed to use a professional, experienced Armorer to manage and supervise the use of weapons and instead used Defendant Gutierrez-Reed, who was known not to be an experienced Armorer, which exposed Halyna Hutchins and Plaintiff Mitchell to a substantial and foreseeable risk of harm and/or injury. As a result of said breach herein described, Defendants, and each of them, are jointly and severally liable to Plaintiffs as the proximate cause of direct injuries to Plaintiff

Mitchell and to Plaintiffs Solovey, Androsovyich, and Zemko as Halyna's surviving mother, family, and younger sister, respectively, as herein described.

121. Plaintiffs are informed and believe, and thereon allege, that Defendants, including, without limitation, Defendant Producers, intentionally acted and/or failed to act, without any just cause or excuse, when they produced, directed, blocked, supervised, coordinated, designed, controlled, maintained, secured, and/or operated the filming of "*Rust*" so as to allow Halyna Hutchins and Plaintiff Mitchell to encounter unreasonable physical risks and trauma related to the use of firearms on set about which the Defendants knew or should have known.

122. Plaintiffs are informed and believe, and thereon allege, that Defendants, including, without limitation, Defendant Producers, intentionally acted and/or failed to act, without any just cause or excuse, when they engaged in the aforementioned intentional cost-cutting acts and/or omissions despite knowing that said cost-cutting measures posed a severe risk of harm due to the ultrahazardous conditions related to the filming of a western-themed film that required the use and storage of numerous weapons and ammunition.

123. Plaintiffs are informed and believe, and thereon allege, Defendants, including, without limitation, Defendant Producers, intentionally acted and/or failed to act, without any just cause or excuse, when they failed to implement basic safety measures, including, without limitation, related to training and supervision of firearm use and storage, including, without limitation, of Defendant Gutierrez-Reed and Defendant Baldwin.

124. Based upon information and belief, prior to discharge, Defendant Gutierrez-Reed, the film's Armorer, had taken three firearms from the mismanaged and often unattended cart and placed them at the upcoming scene's location. Against all safety protocols, standards, and

practices, Defendant Halls, who was an Assistant Director and not an Armorer or Prop Master, handed, and was permitted to hand, Defendant Baldwin a loaded firearm.

125. Plaintiffs are informed and believe, and thereon allege, that as a result of the aforementioned acts and omissions of the Defendants, Defendant Baldwin unexpectedly, to Halyna Hutchins, Plaintiff Mitchell, and crew members, and without warning, aimed the loaded gun and shot in the direction of Halyna Hutchins and Plaintiff Mitchell causing a bullet to strike and kill Halyna and causing injury to Plaintiff Mitchell as described hereinabove.

126. As alleged hereinabove, Defendants and each of them breached the duty of care they owed to Halyna Hutchins and Plaintiffs.

127. Defendants and each of them failed to exercise any care to prevent harm to Halyna Hutchins and Plaintiff Mitchell and/or acted in a way that constituted an extreme departure from the applicable standard of care. Without limitation, Defendants' actions constituted negligence and gross negligence. For each of the above-mentioned acts and omissions, Defendants acted jointly for a common purpose of producing, marketing, and profiting from "*Rust*," and shared mutual authority and control over the above-mentioned acts and omissions toward that common purpose. Each of the above-mentioned acts and omissions occurred within the scope of this joint venture and were committed by Defendants acting in their capacity and authority as members of the joint venture. Defendants are therefore liable for their own acts and omissions, and each is jointly and separately liable for the damages alleged herein resulting from their co-Defendants' acts and omissions within the joint venture.

128. As a direct and proximate cause of DEFENDANT BALDWIN's pointing and discharging the gun towards Plaintiff Mitchell, Plaintiff Mitchell has suffered compensable damages including, without limitation, extreme and severe emotional distress for which she has

had to employ medical treaters, including, without limitation, mental health providers for her emotional and/or physical injuries. Plaintiff was severely injured in, without limitation, her health, strength, and activity and sustained serious physical trauma and shock and injury to her nervous system and person, all of which injuries have caused, and continue to cause Plaintiff extreme mental, physical and nervous pain. Plaintiff Mitchell has also suffered and will continue to suffer economic losses related to, without limitation, past and future medical expenses, past and future earnings, and earning capacity.

129. As a direct and proximate cause of Defendant Baldwin's fatal shooting of Halyna Hutchins, the lives of Halyna's surviving mother, Plaintiff Solovey, surviving father, Plaintiff Androsovych, and surviving younger sister, Plaintiff Zemko, will never be the same. As a result of Halyna's death, her surviving family members have suffered substantial and foreseeable compensable loss of consortium damages, including, without limitation, as a result of direct injury to Plaintiffs' relational interest with Halyna as her surviving mother, father, and younger sister. Plaintiffs are entitled to loss of consortium damages for the emotional distress due to the harm to their close relationship with Halyna Hutchins that was caused by the tortious conduct of Defendant Baldwin described herein. Plaintiffs Solovey, Androsovych, and Zemko have suffered substantial economic and noneconomic damages in an amount which cannot presently be ascertained, but which Plaintiffs believe is within the jurisdictional limits of this Court, according to proof at time of trial.

130. Plaintiffs are informed and believe, and thereon allege, that the actions of Defendant Baldwin constituted intentional acts and/or omissions, without any just cause or excuse, that were reasonably expected to result in the fatal injury suffered by Halyna Hutchins, injury and related damages to Plaintiff Mitchell, and loss of consortium damages to Plaintiffs

Solovy, Androsovy, and Zemko with utter disregard for the consequences and/or wanton conduct with utter indifference to and/or conscious disregard for the rights and safety of others, including, without limitation, of Halyna and Plaintiffs.

PUNITIVE DAMAGES AGAINST ALL DEFENDANTS

131. Plaintiffs incorporate herein by reference, each and every allegation and statement contained in paragraphs 1 through 130, *supra*, as if the same had been set forth fully below.

132. At all times relevant to the allegations in this complaint, the conduct of the Defendants was malicious, willful, reckless, and/or wanton.

133. To the extent and of the Defendants is or was acting as an agent of any other Defendant, the conduct of the agent Defendant alleged in this complaint was authorized and/or ratified by the principal Defendant.

134. The conduct of the Defendants who were acting as agents and/or employees of any of any of the Defendants, when taken as a whole, show that the employer/principal Defendants were malicious, willful, reckless, wanton, or in bad faith.

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PRAYER FOR RELIEF

WHEREFORE, Plaintiffs pray for judgment against all Defendants, and each of them, as follows:

1. For all Plaintiffs compensatory damages against each Defendant, jointly and severally, in an amount to be proven at trial,
2. For Plaintiffs Solovey, Androsovyeh, and Zemko, damages related to the direct harm to the relationship between Halyna Hutchins and them as her surviving mother, father, and younger sister and for the resulting emotional distress due to the loss of loss of love, companionship, comfort, care, assistance, protection, affection, society, guidance, training, assistance, and moral support of Halyna Hutchins;
3. For Plaintiff Mitchell, damages related to the severe emotional and physical injuries she has suffered;
4. For civil penalties as permitted by law;
5. For punitive damages;
6. For costs and reasonable attorneys' fees;
7. For pre-judgment and post-judgment interest as permitted by law; and
8. For other such relief as the Court may deem proper.

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Dated: June 4, 2024

Respectfully submitted,

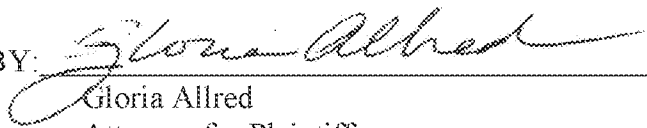
CARPENTER & ZUCKERMAN
Pro Hac Vice Pending

BY: 

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Dated:

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BY: 

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SVETLANA ZEMKO
Pro Hac Vice Pending

Dated: June 5, 2024

EGOLF + FERLIC + MARTINEZ + HARWOOD, LLC

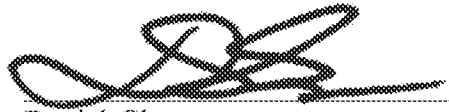
BY: 

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SVETLANA ZEMKO

Dated: June 4, 2024

ALEXANDROFF LAW GROUP
Pro Hac Vice Pending

BY:

A handwritten signature in black ink, appearing to read 'Daniel Ghyczy', written over a horizontal dotted line.

Daniel Ghyczy
Attorney for Plaintiffs
OLGA SOLOVEY, ANATOLII
ANDROSOVYCH, & SVETLANA
ZEMKO
Pro Hac Vice Pending