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BY: ARTHUR ROBLES /S/
DEPUTY

Case No. C20205838
HON. KELLIE JOHNSON

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7 *Attorneys for Plaintiffs*

8 **IN THE SUPERIOR COURT OF THE STATE OF ARIZONA**

9 **IN AND FOR THE COUNTY OF PIMA**

10 _____
11 JOHN DOE, an adult individual;

12 Plaintiff,

13 vs.

14 ROBERT WOMACK a/k/a BOBBY
15 WOMAC and JANE DOE WOMACK,
16 husband and wife; CARLOS IRWIN
17 ESTEVEZ a/k/a CHARLIE SHEEN, an
18 adult individual; DON COLLIER a/k/a
19 HOLLY HIRE CASTING &
20 ASSOCIATES, an adult individual;
21 HOLLYWOOD PICTURES
22 CORPORATION d/b/a HOLLYWOOD
23 PICTURES, a Foreign Corporation;
24 POLYGRAM PICTURES, INC. d/b/a
25 INTERSCOPE COMMUNICATIONS, a
26 Foreign Corporation; POLYGRAM
PICTURES, LLC; a Foreign Limited
Liability Company; NOMURA BABCOCK
& BROWN FILM ENTERTAINMENT
ONE, INC., a Foreign Corporation;
NOMURA BABCOCK & BROWN FILM
ENTERTAINMENT TWO, INC., a
Foreign Corporation; CINERGI FILM
PRODUCTIONS CO. d/b/a CINERGI

Case No. _____

COMPLAINT

(Tort – Non-Motor Vehicle)

1 PICTURES ENTERTAINMENT, a
2 Foreign Corporation; LIBRA PICTURES,
3 a Foreign Corporation; RADISSON
4 HOSPITALITY INC., a Foreign
5 Corporation; UNIVERSAL CITY
6 STUDIOS, LLC., a Foreign Corporation;
7 XYZ FRANCHISEE.

8 Defendants.

9 Plaintiff, through undersigned counsel, alleges as follows:

10 **JURISDICTIONAL ALLEGATIONS**

- 11 1. The events detailed in Plaintiff's Complaint occurred in Pima County and exceed
12 the court's minimum jurisdictional amount. Venue and Jurisdiction are proper.
- 13 2. Plaintiff alleges that due to the damages sought in this matter, under Rule 8(b)
14 of the Arizona Rules of Civil Procedure, it should be placed under Tier 3.
- 15 3. At all times material hereto, Plaintiff John Doe was a resident of Cochise
16 County, Arizona.
- 17 4. Upon information and belief and at all times material hereto, Defendants Robert
18 Womack a/k/a "Bobby Womac" and Jane Doe Womack were residents of
19 California.
- 20 6. At all times material hereto, Defendants Robert Womack and Jane Doe Womack
21 were acting on behalf of the marital community.
- 22 7. At all times material hereto, Defendant Carlos Irwin Estevez a/k/a Charlie Sheen
23 ("Charlie Sheen") was a resident of California.
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- 1 8. Upon information and belief and at all times material hereto, Defendant Don
2 Collier was a resident of Pima County, Arizona.
- 3 9. Upon information and belief, Holly Hire-Collier was married to Defendant Don
4 Collier prior to 1994.
- 5 10. At all times material hereto, Holly Hire-Collier was acting on behalf of the marital
6 community.
- 7 11. Upon information and belief, Holly Hire Casting & Associates was an Arizona
8 business owned and operated by Holly Hire-Collier.
- 9 12. Upon information and belief, Holly Hire Casting & Associates held a principal
10 place of business in Pima County.
- 11 13. At all times material hereto, Defendant Hollywood Pictures Corporation d/b/a
12 Hollywood Pictures ("Hollywood Pictures") was a foreign corporation with a
13 principal place of business in California.
- 14 14. Upon information and belief and at all times material hereto, Defendant
15 Polygram Pictures, Inc. d/b/a Interscope Communications ("Interscope") was a
16 foreign corporation with a principal place of business in California.
- 17 15. Defendant Polygram Pictures, LLC is a Delaware Limited Liability Company with
18 a principal place of business in California.
- 19 16. At all times material hereto, Defendant PolyGram Filmed Entertainment
20 Productions, Inc. d/b/a Polygram Filmed Entertainment ("PolyGram") was a
21 foreign corporation with a principal place of business in Delaware.
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1 17. At all times material hereto, Defendant Nomura Babcock & Brown Film
2 Entertainment One, Inc. was a foreign corporation with a principal place of
3 business in California.

4 18. At all times material hereto, Defendant Nomura Babcock & Brown Film
5 Entertainment Two, Inc. is a foreign corporation with a principal place of
6 business in California.

7 19. At all times material hereto, Defendant Cinergy Film Productions Co. d/b/a
8 Cinergi Pictures Entertainment ("Cinergi") was a foreign corporation with a
9 principal place of business in California.

10 20. Upon information and belief and at all times material hereto, Defendant Libra
11 Pictures ("Libra") was a foreign corporation with a principal place of business in
12 California.

13 21. At all times material hereto, Defendant Radisson Hospitality, Inc., is a foreign
14 corporation with a principal place of business in Minnesota.

15 22. Defendant Universal City Studios, LLC is a Delaware Limited Liability Company
16 with a principal place of business in California.

17 23. Upon information and belief, XYZ Franchisee is an Arizona business with a
18 principal place of business in Arizona.

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22 **GENERAL ALLEGATIONS**

23 24. Plaintiff reasserts and readopts the allegations in paragraphs 1-23 of this
24 Complaint as if fully set forth herein.
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- 1 25. Upon information and belief and at all times material hereto, Radisson
2 Hospitality, Inc., and/or XYZ Franchisee, operated the hotel located at 6555 East
3 Speedway Blvd (“Radisson Tucson”).
- 4 26. Upon information and belief and at all times material hereto, Radisson
5 Hospitality, Inc., and/or XYZ Franchisee, were acting in concert (collectively,
6 “Radisson Tucson Defendants”).
- 7 27. Upon information and belief and at all times material hereto, XYZ Franchisee
8 was acting as an agent or servant of Radisson Hospitality, Inc.
- 9 28. Upon information and belief, Defendant Universal City Studios, LLC is a
10 successor organization of Defendants Interscope, Polygram, and Polygram
11 Pictures, LLC.
- 12 29. Upon information and belief and at all times material hereto, Defendants Don
13 Collier d/b/a Holly Hire Casting & Associates, and/or Hollywood Picture, and/or
14 Interscope, and/or Polygram Pictures, LLC, and/or Polygram, and/or Nomura
15 Babcock & Brown Filmed Entertainment One, Inc., and/or Nomura Babcock &
16 Brown Filmed Entertainment Two, Inc., and/or Cinergi, and/or Libra, and/or
17 agents (collectively Production Company Defendants) were acting in concert.
- 18 30. Upon information and belief and at all times material hereto, Defendant Robert
19 Womack was Defendant Charlie Sheen’s personal driver. Upon information and
20 belief, Robert Womack’s duties included driving Defendant Charlie Sheen’s
21 trailer and other vehicles.
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- 1 31. Upon information and belief, Defendant Robert Womack was an agent or
2 servant and/or employee of the Production Company Defendants and/or agents
3 of Production Company Defendants and/or Defendant Charlie Sheen.
4
- 5 32. Upon information and belief, Production Company Defendants and/or agents
6 acted in concert in developing and filming the movie *Terminal Velocity*, released
7 in 1994.
- 8 33. Upon information and belief, Production Company Defendants, and/or agents,
9 and/or employees were responsible for the selection and hiring of employees
10 and/or independent contractors to conduct the business of filming a movie
11 during the production of *Terminal Velocity* in 1994.
12
- 13 34. Upon information and belief, *Terminal Velocity* was filmed between January 17,
14 1994, and April 6, 1994.
- 15 34. Plaintiff John Doe was born in 1977.
- 16 36. Plaintiff was an avid fan of Defendant Charlie Sheen and his films.
17
- 18 37. Plaintiff was 16 in 1977.
- 19 38. In approximately mid-to-late January 1994 on the last day of shooting in
20 Douglas, Arizona, Plaintiff decided to wait outside of Defendant Charlie Sheen's
21 hotel to get Defendant Charlie Sheen's autograph.
- 22 39. Plaintiff waited outside of the hotel on and off for a couple of days.
23
- 24 40. On the second day, Defendant Robert Womack and Defendant Charlie Sheen's
25 stunt man, Eddie Braun, spotted Plaintiff waiting outside the hotel and
26

1 approached Plaintiff. Defendant Robert Womack and Eddie Braun invited
2 Plaintiff in the hotel lobby for the purpose of meeting Defendant Charlie Sheen.

3 41. In the hotel lobby, Plaintiff met Defendant Charlie Sheen, obtained his
4 autograph, and took a photograph with him.

5
6 42. Later that day, Defendant Robert Womack asked Plaintiff if he would like to
7 accompany him to Tucson to be his assistant for the remainder of the filming of
8 *Terminal Velocity*. The filming would take place over the next three to four
9 weeks. Plaintiff accepted Defendant Robert Womack's offer.

10 43. Plaintiff told Defendant Robert Womack he was 16 years old.

11
12 44. Plaintiff then returned home to Sierra Vista to pack for the trip to Tucson and
13 obtained parental approval to be Defendant Robert Womack's assistant.
14 Plaintiff's mother and aunt then drove Plaintiff to the Wal Mart parking lot in
15 Sierra Vista, where Defendant Robert Womack met them in Defendant Charlie
16 Sheen's trailer. Defendant Charlie Sheen was in the back of the trailer sleeping.

17
18 45. Defendant Robert Womack then drove Plaintiff to Tucson, where they went to
19 Radisson Tucson Defendant's hotel, the Radisson Tucson.

20 46. When Defendant Robert Womack and Plaintiff arrived at the Radisson Tucson
21 to check in, Defendant Robert Womack and Plaintiff went to the front desk.
22 Defendant Robert Womack first checked Defendant Charlie Sheen into a room
23 under a pseudonym. Defendant Robert Womack, however, made it clear to the
24 hotel staff at the front desk that the guest was Defendant Charlie Sheen.
25
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1 47. Defendant Robert Womack, with Plaintiff standing next to him, then checked in
2 to his room. The hotel staff clearly saw Plaintiff, and by his appearance knew
3 that Plaintiff could have been a minor. The hotel staff, however, never spoke to
4 Plaintiff upon check-in and never asked Plaintiff for his age, identification, or his
5 relationship with Defendant Robert Womack.
6

7 48. The hotel staff at Radisson Tucson Defendant's hotel knew that Plaintiff was
8 staying in Defendant Robert Womack's room, which was a single-bed room with
9 a minibar containing alcoholic beverages.
10

11 49. Although Plaintiff was originally under the impression that he would be staying in
12 a separate room from Defendant Robert Womack, he did not voice any
13 objections to staying in the same room out of fear of losing his position as
14 Defendant Robert Womack's assistant.
15

16 50. Defendant Robert Womack and Plaintiff stayed in the same room at Radisson
17 Tucson Defendant's hotel for the entirety of the filming of *Terminal Velocity* in
18 Tucson, Arizona, which was approximately three to four weeks. Numerous
19 members of the production crew saw Plaintiff exit Defendant Robert Womack's
20 room on different occasions.
21

22 51. Upon information and belief, Defendant Robert Womack and/or the Production
23 Company Defendants paid for the hotel room at the Radisson Tucson.
24

25 52. Upon information and belief, Defendant Robert Womack was acting in the
26 course and scope of his employment by getting a room at the Radisson Tucson.

1 He stayed at that room during the course of the production of *Terminal Velocity*
2 in Tucson.

3 53. Later that night, as Plaintiff was attempting to sleep, Defendant Robert Womack
4 laid down on the bed with him, put his hand down Plaintiff's pants and fondled
5 Plaintiff's genitalia while masturbating. After that first night, Defendant Robert
6 Womack continued to sexually assault Plaintiff by having sexual conduct and
7 contact with Plaintiff nightly during the approximately three to four week
8 production of *Terminal Velocity* in Tucson.

9
10 54. From the first day of production of *Terminal Velocity* in Tucson, Defendant
11 Robert Womack would take Plaintiff to the set. Plaintiff was known on the set as
12 Defendant Robert Womack's assistant. Upon information and belief, the
13 Production Company Defendants provided Plaintiff with a badge stating Plaintiff
14 was "Terminal Velocity staff."

15
16 55. While on the set, Defendant Robert Womack would make extremely sexual
17 comments about Plaintiff to other individuals, including actors and the production
18 crew, on the set of *Terminal Velocity*. Defendant Womack and Plaintiff were
19 often alone in Defendant Charlie Sheen's trailer while the trailer was parked on
20 set.

21
22 56. Upon information and belief, the Production Company Defendants knew that
23 Plaintiff was a minor, knew that Defendant Womack and Plaintiff were often
24 alone in Defendant Charlie Sheen's trailer while the trailer was parked on set,
25 and knew that Plaintiff was staying in Defendant Womack's hotel room.
26

1 57. Upon information and belief, Defendant Charlie Sheen knew Plaintiff was a
2 minor. During the course of the filming in Tucson, Defendant Charlie Sheen
3 signed a happy birthday message stating "Happy 18th," indicating he knew
4 Plaintiff was a minor at the time he first met Plaintiff.
5

6 58. Upon information and belief, Defendant Charlie Sheen knew Plaintiff, a minor,
7 was staying in Defendant Robert Womack's hotel room.

8 59. Defendant Robert Womack facilitated Plaintiff being cast as an extra during the
9 filming of *Terminal Velocity* in Tucson.

10 60. Upon information and belief, Holly Hire Casting & Associates was responsible
11 for managing casting of extras in Tucson and Douglas for the film *Terminal*
12 *Velocity*. Plaintiff was cast as an extra in *Terminal Velocity*.
13

14 61. Plaintiff received a paycheck for his role as an extra in *Terminal Velocity*.

15 62. Upon information and belief, Holly Hire Casting and Associates knew that
16 Plaintiff was a minor, knew Defendant Womack and Plaintiff were often alone in
17 Defendant Charlie Sheen's trailer while the trailer was parked on set, and knew
18 Plaintiff, a minor, was staying in Defendant Robert Womack's hotel room.
19

20 63. After the completion of the filming of *Terminal Velocity* in Tucson, Defendant
21 Robert Womack offered for Plaintiff to come with Defendant Robert Womack to
22 complete filming for *Terminal Velocity* in locations outside of Arizona. Plaintiff,
23 however, refused to go with him and stayed in Arizona.
24

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1 **COUNT I**
2 **(Sexual conduct or contact pursuant to House Bill 2466, Chapter 529)**
3 **(Defendants Robert Womack a/k/a Bobby Womac and Jane Doe Womack)**

4 64. Plaintiff reasserts and readopts the allegations in paragraphs 1-63 of this
5 Complaint as if fully set forth herein.

6 65. House Bill 2466, Chapter 529 §3(B), passed by the Arizona Legislature and
7 signed into law as an emergency enactment by the Governor of the State of
8 Arizona, states, in relevant part, as follows:

9 Notwithstanding any other law, a cause of action for damages
10 described in section A, paragraph 1 of this section that involves
11 sexual conduct or sexual contact and that would be time barred
12 under section 12-514... or that would otherwise be time barred
13 because of an applicable statute of limitations, a claim presentation
14 deadline or the expiration of any other time limit is revived and may
15 be commenced before December 31, 2020.

16 66. Defendant Robert Womack had a duty to exercise reasonable care to Plaintiff.

17 67. Defendant Robert Womack breached that duty when he had sexual contact and
18 sexual conduct with Plaintiff on numerous occasions.

19 68. As a direct and proximate result, Plaintiff sustained injuries that have caused
20 pain, suffering, mental and emotional anguish, and a general decrease in the
21 quality of life.

22 **COUNT II**
23 **(Negligence pursuant to House Bill 2466, Chapter 529)**
24 **(Defendant Charlie Sheen and Production Company Defendants)**

25 69. Plaintiff reasserts and readopts the allegations in paragraphs 1-68 of this
26 Complaint as if fully set forth herein.

1 70. House Bill 2466, Chapter 529 §3(B), passed by the Arizona Legislature and
2 signed into law as an emergency enactment by the Governor of the State of
3 Arizona, states, in relevant part, as follows:

4
5 Notwithstanding any other law, a cause of action for damages
6 described in section A, paragraph 1 of this section that involves
7 sexual conduct or sexual contact and that would be time barred
8 under section 12-514... or that would otherwise be time barred
because of an applicable statute of limitations, a claim presentation
deadline or the expiration of any other time limit is revived and may
be commenced before December 31, 2020.

9 71. House Bill 2466, Chapter 529 §3(C), passed by the Arizona Legislature and
10 signed into law as an emergency enactment by the Governor of the State of
11 Arizona, states, in relevant part, as follows:

12
13 A cause of action... may be brought against a person who was not
14 the perpetrator of the sexual conduct or sexual contact if that person
15 knew or otherwise had actual notice of any misconduct that creates
an unreasonable risk of sexual conduct or sexual contact with a
minor by an employee, a volunteer, a representative or an agent.

16 72. House Bill 2466, Chapter 529 §1(B)(1) codified as A.R.S. 12-514(B)(1) defines a
17 "person" as "an individual, the United States, this state or a public or private
18 corporation, local government unit, public agency, partnership, association, firm,
19 trust or estate or any other legal entity."

20
21 73. Defendant Charlie Sheen and the Production Company Defendants owed a duty
22 to take reasonable steps to protect Plaintiff from foreseeable harm and injuries.
23 Defendant Charlie Sheen and the Production Company Defendants had a duty
24 to warn, safeguard, and/or protect Plaintiff, a minor, from sexual contact and
25 sexual conduct with Defendant Robert Womack.
26

1 74. Defendant Charlie Sheen and the Production Company Defendants breached
2 their duty of care to Plaintiff as they knew or otherwise had actual notice of
3 misconduct by Defendant Robert Womack that created an unreasonable risk of
4 sexual conduct or sexual contact with Plaintiff and negligently failed to protect
5 Plaintiff while a minor from sexual contact and sexual conduct with Defendant
6 Robert Womack.
7

8 75. As a direct and proximate result, Plaintiff sustained injuries that have caused
9 pain, suffering, mental and emotional anguish, and a general decrease in the
10 quality of life.
11

12 **COUNT III**
13 **(Negligence hiring, supervision, retention pursuant to House Bill 2466, Chapter**
14 **529)**
15 **(Defendant Charlie Sheen and Production Company Defendants)**

16 76. Plaintiff reasserts and readopt the allegations in paragraphs 1-75 of this
17 Complaint as if fully set forth herein.

18 77. House Bill 2466, Chapter 529 §3(B), passed by the Arizona Legislature and
19 signed into law as an emergency enactment by the Governor of the State of
20 Arizona, states, in relevant part, as follows:

21 Notwithstanding any other law, a cause of action for damages
22 described in section A, paragraph 1 of this section that involves
23 sexual conduct or sexual contact and that would be time barred
24 under section 12-514... or that would otherwise be time barred
25 because of an applicable statute of limitations, a claim presentation
26 deadline or the expiration of any other time limit is revived and may
be commenced before December 31, 2020.

1 78. House Bill 2466, Chapter 529 §3(C), passed by the Arizona Legislature and
2 signed into law as an emergency enactment by the Governor of the State of
3 Arizona, states, in relevant part, as follows:
4

5 A cause of action... may be brought against a person who was not
6 the perpetrator of the sexual conduct or sexual contact if that person
7 knew or otherwise had actual notice of any misconduct that creates
an unreasonable risk of sexual conduct or sexual contact with a
minor by an employee, a volunteer, a representative or an agent.

8 79. House Bill 2466, Chapter 529 §1(B)(1) codified as A.R.S. 12-514(B)(1) defines a
9 “person” as “an individual, the United States, this state or a public or private
10 corporation, local government unit, public agency, partnership, association, firm,
11 trust or estate or any other legal entity.”
12

13 80. Defendant Charlie Sheen and Production Company Defendants had a duty to
14 exercise reasonable care in the authorization, selection, investigation, approval,
15 hiring, training, supervision, retention, assignment, and/or discharge of its
16 employees, agents, representatives, or servants.
17

18 81. Upon information and belief, Defendant Charlie Sheen and Production Company
19 Defendants owed a duty to train and educate leaders to establish adequate and
20 effective policies and procedures calculated to detect, prevent, and address
21 sexual abuse.

22 82. Defendant Charlie Sheen and Production Company Defendants breached that
23 duty and failed to exercise reasonable care in the hiring, retention and
24 supervision of their employee, Defendant Robert Womack.
25
26

1 83. Defendant Charlie Sheen and Production Company Defendants breached that
2 duty by permitting, or failing to prevent, the negligent conduct of Defendant
3 Robert Womack.

4 84. As a direct and proximate result, Plaintiffs sustained injuries that have caused
5 pain, suffering, mental and emotional anguish, and a general decrease in the
6 quality of life.
7

8 **COUNT IV**
9 **(Negligence pursuant to House Bill 2466, Chapter 529)**
10 **(Radisson Tucson Defendants)**

11 84. Plaintiff reasserts and readopts the allegations in paragraphs 1-83 of this
12 Complaint as if fully set forth herein.

13 85. House Bill 2466, Chapter 529 §3(B), passed by the Arizona Legislature and
14 signed into law as an emergency enactment by the Governor of the State of
15 Arizona, states, in relevant part, as follows:

16 Notwithstanding any other law, a cause of action for damages
17 described in section A, paragraph 1 of this section that involves
18 sexual conduct or sexual contact and that would be time barred
19 because of an applicable statute of limitations, a claim presentation
20 deadline or the expiration of any other time limit is revived and may
be commenced before December 31, 2020.

21 86. House Bill 2466, Chapter 529 §3(C), passed by the Arizona Legislature and
22 signed into law as an emergency enactment by the Governor of the State of
23 Arizona, states, in relevant part, as follows:

24 A cause of action... may be brought against a person who was not
25 the perpetrator of the sexual conduct or sexual contact if that person
26 knew or otherwise had actual notice of any misconduct that creates

1 an unreasonable risk of sexual conduct or sexual contact with a
2 minor by an employee, a volunteer, a representative or an agent.

3 87. House Bill 2466, Chapter 529 §1(B)(1) codified as A.R.S. 12-514(B)(1) defines a
4 “person” as “an individual, the United States, this state or a public or private
5 corporation, local government unit, public agency, partnership, association, firm,
6 trust or estate or any other legal entity.”

7 88. Under Arizona law, Radisson Tucson Defendants owed a duty to Plaintiff,
8 because Plaintiff was a registered hotel guest and/or a guest of a registered
9 hotel guests, and an invitee of the innkeeper.

10 89. Under Arizona law, Radisson Tucson Defendants owed a nondelegable
11 affirmative duty of care to Plaintiff to maintain the premises in a reasonably safe
12 condition and to protect Plaintiff against another’s foreseeable criminal acts.

13 90. Radisson Tucson Defendants had a duty to take reasonable precautions for the
14 safety of Plaintiff.
15

16 91. Upon information and belief and at all times material hereto, Radisson Tucson
17 Defendants had policies in place to ensure registered guests of the premises
18 were above the age of majority or had parental permission.
19

20 92. Upon information and belief and at all times material hereto, Radisson Tucson
21 Defendants did not verify the age or parental permission of Plaintiff.
22

23 93. Upon information and belief, Radisson Tucson Defendants breached their duty
24 of care to Plaintiff as they knew or otherwise had actual notice of misconduct by
25 Defendant Robert Womack that created an unreasonable risk of sexual conduct
26

1 or sexual contact with Plaintiff and negligently failed to protect Plaintiff while a
2 minor from sexual contact and sexual conduct with Defendant Robert Womack.

3 94. As a direct and proximate result, Plaintiff sustained injuries that have caused
4 pain, suffering, mental and emotional anguish, and a general decrease in the
5 quality of life.
6

7 WHEREFORE, Plaintiff prays for judgment against Defendants, as follows:

- 8 (1) For general and compensatory damages in an amount to be proven at
9 trial;
10 (2) For Plaintiff's costs incurred herein;
11 (3) For such other relief as the court deems proper.
12

13 DATED this 30th day of December, 2020.

14 MICK LEVIN, P.L.C.

15 /s/John Robertson
16 John Robertson, II
17 Attorneys for Plaintiff
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