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8
9 SUPERIOR COURT OF THE STATE OF CALIFORNIA
10 FOR THE COUNTY OF LOS ANGELES

11
12 SERGE SVETNOY,
13 Plaintiff,
14 v.

15 RUST MOVIE PRODUCTIONS LLC,
16 HANNAH GUTIERREZ REED, SARAH
ZACHRY, SETH KENNY, DAVE HALLS, EL
DORADO PICTURES, INC., CAVALRY
17 MEDIA, INC., THOMASVILLE PICTURES,
18 LLC, BRITTANY HOUSE PICTURES,
SHORT PORCH PICTURES, LLC, 3RD
SHIFT MEDIA, LLC ALEXANDER R.
19 BALDWIN III, RYAN DONNELL SMITH,
NATHAN KLINGHER, RYAN
20 WINTERSTERN, ANJUL NIGAM
MATTHEW DELPIANO, GABRIELLE
21 PICKLE, KATHERINE "ROW" WALTERS,
ALLEN CHENEY, CHRIS M.B. SHARP,
22 JENNIFER LAMB, EMILY SALVESON and
DOES 1 to 200,

23 Defendants.
24

Case No.

**COMPLAINT FOR GENERAL
NEGLIGENCE**

DEMAND FOR JURY TRIAL

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28 //

1 Plaintiff Serge Svetnoy, by and through his attorneys, alleges as follows:

2 **PARTIES**

3 1. Plaintiff Serge Svetnoy (hereinafter, "Plaintiff") is and at all times relevant
4 herein was an individual residing in Los Angeles County, California.

5 2. Defendant Rust Movie Productions LLC (hereinafter, "Defendant Rust Movie
6 Productions") is a domestic limited liability company organized and existing under the laws
7 of the State of New Mexico and having its principal place of business in Thomasville,
8 Georgia. Defendant Rust Movie Productions is the company set up to produce the film
9 *Rust*.

10 3. Defendant El Dorado Pictures (hereinafter, "Defendant El Dorado") is and at
11 all times herein mentioned was a corporation organized and existing under the laws of the
12 State of California with its principal place of business in the State of California in the County
13 of Los Angeles. Upon information and belief, Plaintiff alleges that Defendant El Dorado
14 served as the loan-out corporation for Defendant Baldwin in his capacity as producer and is
15 therefore responsible for his acts and omissions in such capacity.

16 4. Defendant Cavalry Media Inc. (hereinafter, "Defendant Cavalry Media") is and
17 at all times herein mentioned was a corporation organized and existing under the laws of
18 the State of Delaware with its principal place of business in the County of Los Angeles,
19 State of California. Upon information and belief, Plaintiff alleges that Defendant Cavalry
20 Media served as the loan-out corporation for Defendant DePiano in his capacity as
21 producer and is therefore responsible for his acts and omissions in such capacity.

22 5. Defendant Thomasville Pictures, LLC (hereinafter, "Defendant Thomasville")
23 is and at all times herein mentioned was a domestic limited liability company organized and
24 existing under the laws of the State of Georgia with its principal place of business in
25 Thomasville, Georgia. Upon information and belief, Plaintiff alleges that Defendant
26 Thomasville served as the loan-out company for both Defendant Cheney in his capacity as
27 executive producer and Defendant Smith in his capacity as a producer and is therefore
28 responsible for their acts and omissions in such capacities.

1 6. Defendant Brittany House Pictures (hereinafter, "Defendant Brittany House")
2 is and at all times herein mentioned was a business entity, form unknown. Upon
3 information and belief, Plaintiff alleges that Defendant Brittany House served as the loan-
4 out company for Defendant Nigam in his capacity as a producer and is therefore
5 responsible for his acts and omissions in such capacities.

6 7. Defendant Short Porch Pictures, LLC (hereinafter, "Defendant Short Porch")
7 is and at all times herein mentioned was a domestic limited liability company organized and
8 existing under the laws of the State of California with its principal place of business in Los
9 Angeles, County, California. Upon information and belief, Plaintiff alleges that Defendant
10 Short Porch served as the loan-out company for both Defendant Klingher in his capacity as
11 producer and Defendant Winterstern in his capacity as a producer and is therefore
12 responsible for their acts and omissions in such capacities.

13 8. Defendant 3rd Shift Media, LLC (hereinafter, "Defendant 3rd Shift") is and at
14 all times herein mentioned was a domestic limited liability company organized and existing
15 under the laws of the State of Georgia with its principal place of business in Norcross, GA.
16 Upon information and belief, Plaintiff alleges that Defendant 3rd served as the loan-out
17 company for Defendant Pickle in her capacity as line producer and Defendant Walters in
18 her capacity as unit production manager and is therefore responsible for their acts and
19 omissions in such capacities.

20 9. Defendant Hannah Gutierrez Reed ("Defendant Gutierrez Reed") is an
21 individual. Plaintiff is informed and believes, and on such information and belief alleges,
22 that Defendant Gutierrez Reed is, and at all times herein mentioned was, a resident of the
23 State of Arizona.

24 10. Defendant Sarah Zachry ("Defendant Zachry") is an individual. Plaintiff is
25 informed and believes, and on such information and belief alleges, that Defendant Zachry
26 is, and at all times herein mentioned was, a resident of the State of California.

27 11. Defendant Seth Kenney ("Defendant Kenny") is an individual. Plaintiff is
28 informed and believes, and on such information and belief alleges, that Defendant Kenney

1 is, and at all times herein mentioned was, a resident of the State of Arizona.

2 12. Defendant Dave Halls ("Defendant Halls") is an individual. Plaintiff is informed
3 and believes, and on such information and belief alleges, that Defendant Halls is, and at all
4 times herein mentioned was, a resident of the State of California.

5 13. Defendant Alexander R. Baldwin III ("Defendant Baldwin") is an individual.
6 Plaintiff is informed and believes, and on such information and belief alleges, that
7 Defendant Baldwin is, and at all times herein mentioned was, a resident of the State of New
8 York. Upon information and belief, at all times relevant and material to this cause of action,
9 Defendant Baldwin either in his individual capacity or as an employee of DOES 26 through
10 30, inclusive, contracted with Defendant RUST MOVIE PRODUCTIONS to provide
11 Defendant Baldwin's services as an actor in the role of "Harland Rust" for the production of
12 the feature motion picture *Rust*. Upon information and belief, at all times relevant and
13 material to this action, defendant Baldwin, either in his individual capacity or as an
14 employee of Defendant El Dorado Pictures, contracted with Defendant RUST MOVIE
15 PRODUCTIONS to provide the services of Defendant Baldwin as a producer of the feature
16 motion picture *Rust*.

17 14. Defendant Ryan Donnell Smith ("Defendant Smith") is an individual. Plaintiff is
18 informed and believes, and on such information and belief alleges, that Defendant Smith is,
19 and at all times herein mentioned was, a resident of the County of Los Angeles, State of
20 California. Upon information and belief, at all times relevant and material to this action,
21 Defendant Smith was an officer of Defendant RUST MOVIE PRODUCTIONS. Defendant
22 Smith, either in his individual capacity or as an employee of Defendant Thomasville and/or
23 DOES 31-35, was a producer of the feature motion picture *Rust*.

24 15. Defendant Nathan Klingher ("Defendant Klingher") is an individual. Plaintiff is
25 informed and believes, and on such information and belief alleges, that Defendant Klingher
26 is, and at all times herein mentioned was, a resident of the County of Los Angeles, State of
27 California. Upon information and belief, at all times relevant and material to this action,
28 Defendant Klingher, either in his individual capacity or as an employee of Defendant Short

1 Porch and/or DOES 36-40, was a producer of the feature motion picture *Rust*.

2 16. Defendant Ryan Winterstern ("Defendant Winterstern") is an individual.
3 Plaintiff is informed and believes, and on such information and belief alleges, that
4 Defendant Winterstern is, and at all times herein mentioned was, a resident of the County
5 of Los Angeles, State of California. Upon information and belief, at all times relevant and
6 material to this action, Defendant Winterstern, either in his individual capacity or as an
7 employee of Defendant Short Porch and/or DOES 41-45, was a producer of the feature
8 motion picture *Rust*.

9 17. Defendant Anjul Nigam ("Defendant Nigam") is an individual. Plaintiff is
10 informed and believes, and on such information and belief alleges, that Defendant Nigam
11 is, and at all times herein mentioned was, a resident of the County of Los Angeles, State of
12 California. Upon information and belief, at all times relevant and material to this action,
13 Defendant Nigam, either in his individual capacity or as an employee of Defendant Brittany
14 House Pictures and/or DOES 46-50, was a producer of the feature motion picture *Rust*.

15 18. Defendant Matthew A. DelPiano ("Defendant DelPiano") is an individual.
16 Plaintiff is informed and believes, and on such information and belief alleges, that
17 Defendant DelPiano is, and at all times herein mentioned was, a resident of the County of
18 Los Angeles, State of California. Upon information and belief, at all times relevant and
19 material to this cause of action, Defendant DelPiano, either in his individual capacity or as
20 an employee of Defendant Cavalry Media and/or DOES 50-55, was a producer of the
21 feature motion picture *Rust*.

22 19. Defendant Langley Allen Cheney ("Defendant Cheney") is an individual.
23 Plaintiff is informed and believes, and on such information and belief alleges, that
24 Defendant Cheney is, and at all times herein mentioned was, a resident of the County of
25 Los Angeles, State of California. Upon information and belief, at all times relevant and
26 material to this action, Defendant Cheney was an officer of Defendant RUST MOVIE
27 PRODUCTIONS. Defendant Cheney, either in his individual capacity or as an employee of
28 Defendant Thomasville and/or DOES 55-60, was an executive producer of the feature

1 motion picture *Rust*.

2 20. Defendant Chris M.B. Sharp ("Defendant Sharp") is an individual, residence
3 address unknown at present. Upon information and belief, at all times relevant and material
4 to this action, Defendant Sharp, either in his individual capacity or as an employee of
5 DOES 60-65, was an executive producer of the feature motion picture *Rust*.

6 21. Defendant Jennifer Lamb ("Defendant Lamb") is an individual, residence
7 address unknown at present. Upon information and belief, at all times relevant and material
8 to this action, Defendant Lamb, either in her individual capacity or as an employee of
9 DOES 65-70, was an executive producer of the feature motion picture *Rust*.

10 22. Defendant Emily Salveson ("Defendant Salveson") is an individual. Plaintiff is
11 informed and believes, and on such information and belief alleges, that Defendant
12 Salveson is, and at all times herein mentioned was, a resident of the State of California.
13 Upon information and belief, at all times relevant and material to this cause of action,
14 Defendant Salveson, either in her individual capacity or as an employee of DOES 70-75,
15 was an executive producer of the feature motion picture *Rust*.

16 23. Defendant Gabrielle Pickle ("Defendant Pickle") is an individual. Plaintiff is
17 informed and believes, and on such information and belief alleges, that Defendant Pickle is,
18 and at all times herein mentioned was, a resident of the State of Georgia.

19 24. Defendant Katherine 'Row' Walters ("Defendant Walters") is an individual.
20 Plaintiff is informed and believes, and on such information and belief alleges, that
21 Defendant Walters is, and at all times herein mentioned was, a resident of the State of
22 Pennsylvania.

23 25. Plaintiff is ignorant of the true names and/or capacities of the Defendants
24 sued as DOES 1 through 200, inclusive, and therefore Plaintiff sues these Defendants by
25 such fictitious names. Following further investigation and discovery, Plaintiff will seek leave
26 of this Court to amend his Complaint to allege their true names and capacities when
27 ascertained. These fictitiously named Defendants are responsible in some manner for the
28 acts, occurrences, and events alleged herein. These Defendants aided and abetted and/or

1 the subject firearm for safety before passing it along the chain of custody to an actor,
2 allowed a firearm to be loaded with or otherwise contain a live bullet, failed to observe basic
3 gun safety practices on the *Rust* set, allowed a revolver loaded with live ammunition to be
4 pointed at living persons on the *Rust* set, failed to hire a competent and experienced
5 armorer for *Rust*, failed to hire adequate support crew for the production's armorer, and
6 failed to implement appropriate safety standards and measures on the *Rust* movie
7 production.

8 30. Defendants, and each of them, by their negligent conduct described below,
9 failed to act with reasonable care, violated relevant and prevailing industry standards, and
10 negligently exercised their assigned and assumed duties in the filming of this motion
11 picture. Those duties encompassed responsibilities and required maintaining an industry-
12 appropriate standard of care to prevent just this type of occurrence. These failures caused
13 and contributed to the discharge of a live bullet on the *Rust* set and the resulting damages
14 to Plaintiff and others.

15 **RUST, THE MOTION PICTURE**

16 31. Per a plot summary posted to IMDb, *Rust* was to tell the story of a young
17 teenage boy and his estranged grandfather on the run from the law in late 19th century
18 Kansas. The film's script was written by Joel Souza, who would also direct it. It was to star
19 Alec Baldwin, Travis Fimmel, Brady Noon, Frances Fisher, and Jensen Ackles.

20 32. Like a typical western genre film, various scenes in *Rust* would feature the
21 carrying, brandishing, and discharge of firearms. No live ammunition was to be used during
22 the filming of this movie. The guns, when they needed to be fired, were to be loaded with
23 blank ammunition. Explosive devices (so-called "squibs") were designed to simulate the
24 impact of bullets from those firearms. In other scenes, where the guns were not to be
25 discharged, "dummy" bullets were to be inserted into certain firearms to simulate the look of
26 loaded weapons. In all, there was a recognizable and very substantial danger to *Rust's* cast
27 and crew, both on the day of the incident and throughout filming, if the firearms and rounds
28 of ammunition used on the set were not properly handled, maintained, and inspected.

1 33. Because the use of guns and live ammunition in motion pictures amounts to
2 an inherently dangerous activity, the producers of *Rust* had a duty to hire persons trained
3 and experienced in carefully overseeing the use of firearms and ammunition in the filming
4 of the motion picture, including but not limited to a sufficient number of trained and
5 experienced armorers to meet the needs of the production. Each of the producer
6 defendants knew, or certainly should have known, that injury or death was substantially
7 certain to occur if the armorer and prop manager they hired to oversee and manage the
8 firearms and ammunition did not or could not properly and safely discharge their duties and
9 responsibilities per industry standards.

10 34. Notwithstanding their responsibilities, the industry standards, the fact that the
11 screenplay for *Rust* contained violent scenes involving the use of firearms and ammunition,
12 and the substantial dangers associated with the improper use of firearms and ammunition,
13 Defendants, and each of them, wholly failed to perform their responsibilities and violated
14 the most basic of industry standards governing the use and maintenance of firearms and
15 ammunition. Their conduct proximately caused Plaintiff's injuries.

16 **BACKGROUND FACTS**

17 35. On or about August 27, 2021, Defendant Rust Movie Productions was formed
18 as a for-profit domestic limited liability company in the state of New Mexico for the purpose
19 of producing the feature motion picture entitled *Rust*.

20 36. At all times relevant and material to this cause of action, Plaintiff was an
21 independent contractor retained by Defendant Rust Movie Productions to work on the *Rust*
22 film as the gaffer or chief lighting technician.

23 37. Also retained to work on the film *Rust* as director of photography was Halyna
24 Hutchins. Plaintiff had known Ms. Hutchins for more than five years and they had become
25 close friends and "comrades in arms," having worked together on nine films since 2017.
26 They shared a close professional relationship, and Ms. Hutchins trusted in Plaintiff's
27 experience and expertise. She would consult with him for advice and suggestions on
28 almost all of projects and jobs, even if he was not hired by the same production. They and

1 their families would visit, socialize, and meet for dinners and holidays. Plaintiff and Ms.
2 Hutchins also shared an eastern European cultural background, and Plaintiff regularly
3 referred to Ms. Hutchins as "Galla," the Ukrainian nickname for her given name.

4 38. *Rust* was to be filmed per the low-budget theatrical agreement with the
5 International Alliance of Theatrical Stage Employees ("IATSE") with a budget of
6 approximately \$7 million. The applicable IATSE Low Budget Collective Bargaining
7 Agreement required that the *Rust* production strictly conform with all recognized industry
8 health and safety standards and all applicable health and safety rules and regulations.

9 39. Plaintiff is informed and believes that Defendant Rust Movie Productions,
10 executive producer Defendant Cheney, executive producer Defendant Salveson, executive
11 producer Defendant Sharp, executive producer Defendant Lamb, producer Defendant
12 Baldwin, producer Defendant Smith, producer Defendant Klingher, producer Defendant,
13 producer Defendant Winterstern, producer Defendant Nigam, producer Defendant
14 DelPiano, and DOES 1 through 25, inclusive, individually and collectively, oversaw the
15 production of the film *Rust* and exercised the final authority for all hiring decisions involving,
16 among others, Defendant Gutierrez Reed, Defendant Zachry, Defendant Halls, Defendant
17 Pickle, Defendant Walters, and DOES 100-200.

18 40. Upon information and belief, at all times relevant and material to this cause of
19 action, Defendant Walters, either in her individual capacity or through Defendant 3rd Shift
20 and/or DOES 76-80, contracted with Defendant Rust Movie Productions to and did serve
21 as unit production manager for the feature motion picture *Rust*. Plaintiff is informed and
22 believes, and thereon alleges, that Defendant Walters, as unit production manager, was,
23 among other duties, responsible for managing the *Rust* production and regulating the costs
24 of delivering the film, *Rust*, on budget

25 41. Upon information and belief, at all times relevant and material to this cause of
26 action, Defendant Pickle, either in her individual capacity or through Defendant 3rd Shift
27 and/or DOES 81-85, contracted with Defendant Rust Movie Productions to render services
28 as the line producer of the feature motion picture *Rust*. Plaintiff is informed and believes,

1 and thereon alleges, that Defendant Pickle, as line producer, was, among other duties, in
2 charge of managing the staff and day-to-day operations and overseeing each and every
3 physical aspect that is involved in the making of the film, *Rust*.

4 42. Upon information and belief, at all times relevant and material to this cause of
5 action, Defendant Zachry either in her individual capacity or as an employee of DOES 86-
6 90, contracted with Defendant Rust Movie Productions to provide services as the property
7 or "prop" master for the production of the feature motion picture *Rust*. Plaintiff is informed
8 and believes, and thereon alleges, that Defendant Zachry, as Rust's property master, was
9 responsible for purchasing, acquiring, manufacturing, properly placing, and/or overseeing
10 any props needed for the film.

11 43. Upon information and belief, at all times relevant and material to this cause of
12 action, Defendant Gutierrez Reed, either in her individual capacity or as an employee of
13 DOES 91-95, contracted to perform services to Defendant Rust Movie Productions as an
14 armorer and as a props assistant for the motion picture *Rust*. As armorer, Plaintiff is
15 informed and believes, and on such information and belief alleges that Defendant Gutierrez
16 Reed was responsible for safely storing and supervising all firearms on the *Rust* set,
17 preparation of firearms for use in various scenes, loading firearms with blank or dummy
18 rounds as required by the scene, educating actors and stunt performers on the safe usage
19 of any weapons which will be used for their role, implementing and enforcing safety
20 measures and protocols, and ensuring that all firearms were loaded with the proper
21 ammunition for the scene to be filmed and that no real bullets were loaded on to any
22 firearms on the *Rust* set.

23 44. Upon information and belief, at all times relevant and material to this cause of
24 action, Defendant Kenney, either in his individual capacity or as an employee of DOES 96-
25 100, contracted to perform services to Defendant Rust Movie Productions as an "armorer
26 mentor" for Defendant Gutierrez Reed. Plaintiff is informed and believes, and on such
27 information and belief alleges that Defendant Kenney also supplied firearms for Rust,
28 including the subject .45 Colt revolver.

1 45. Upon information and belief, at all times relevant and material to this cause of
2 action, Defendant Halls, either in his individual capacity or as an employee of DOES 101 -
3 105, contracted with Defendant Rust Movie Productions to perform services as First
4 Assistant Director for the production of the feature motion picture *Rust*. Plaintiff is informed
5 and believes, and on such information and belief alleges that one of the roles of a first
6 assistant director is to serve as chief of safety on the set, and in conjunction with that duty,
7 he was required to conduct a double verification process with the armorer to ensure that
8 any firearms to be used during a particular scene have been double-checked to ensure that
9 all firearms were loaded with the proper ammunition for the scene to be filmed and that no
10 real bullets were loaded on to any firearms on the Rust set.

11 THE INCIDENT

12 46. On or about October 21, 2021, filming for *Rust* was being conducted at the
13 Bonanza Creek Ranch, a popular filming location south of Santa Fe, New Mexico. The
14 property features a permanent set simulating a prototypical 19th-century western town.

15 47. The incident happened in a small wooden church constructed on the Bonanza
16 Creek Ranch site. The scene to be filmed called for Defendant Baldwin, who was seated in
17 a pew, to reach across his chest, draw a historic reproduction .45 Long Colt Revolver
18 (hereinafter, the "Colt Revolver") from a shoulder holster, and point it in the general
19 direction of the camera. The Colt Revolver was furnished to the *Rust* production by
20 Defendant Kenney. The scene did not call for Defendant Baldwin to shoot the Colt
21 Revolver, which should not have contained any live ammunition. Standing near the camera
22 at the time were the director, Joel Souza, the cinematographer, Halyna Hutchins, and
23 Plaintiff, the gaffer. Other crew members were elsewhere in the church. Plaintiff was
24 working with Mr. Souza and Ms. Hutchins as they set up the camera angles and lighting for
25 filming the scene, which would feature the movement of Defendant Baldwin's arm. Plaintiff
26 was positioned between Defendant Baldwin to his right and Mr. Souza and Ms. Hutchins to
27 his left while this was going on. Defendant Baldwin was positioned no more than six to
28 seven feet from Plaintiff as they were preparing and lighting the shot.

1 48. What happened next will haunt Plaintiff forever. As Defendant Baldwin
2 practiced his move for the scene, Plaintiff saw the Colt Revolver being pointed in his
3 direction after Defendant Baldwin had removed it from the shoulder holster. Suddenly and
4 completely unexpectedly, Plaintiff heard the loudest gunshot that he has ever experienced
5 on a movie set. He felt a strange and terrifying whoosh of what felt like pressurized air from
6 his right. He felt what he believed was gunpowder and other residual materials from the
7 gun directly strike the right side of his face and scratch the lenses of the eyeglasses he was
8 wearing. In addition to this direct physical impact, the loud burst of sound from the Colt
9 Revolver also impacted his hearing - noises sounded muffled in both ears. Instinctively,
10 Plaintiff turned to his left, away from the explosion, stunned and shaken by what had just
11 happened. As he did so, he noticed Ms. Hutchins on the ground, holding her lower torso
12 area as Mr. Souza screamed "what the f--- was that!" and Defendant Baldwin yelled
13 repeatedly "what happened?" Plaintiff knelt down to check on Ms. Hutchins, still not sure
14 what had just happened. There did not appear to be a wound on Ms. Hutchins' abdomen,
15 but she exhibited considerable pain, so Plaintiff helped her lay down, face up, and
16 positioned his hands behind her head and back to help comfort her. He cradled her head
17 and spoke to her, trying to keep her calm, alert, and conscious. As he held her, he noticed
18 that the hand placed behind her back was becoming wet with her blood.

19 49. The production's key medic, Cherlyn Schaefer, arrived within minutes.
20 Plaintiff indicated that Ms. Hutchins had sustained a back wound so they gently rolled her
21 to one side so the medic could cut off her t-shirt to inspect the wound. Plaintiff saw the
22 medic place a gauze pad over the wound on her back and they gently roll her back over
23 again so the medic could check the front of Ms. Hutchins' torso. There was another wound
24 in the vicinity of Ms. Hutchins' right armpit area. As the medic was attending to her
25 wounds, Plaintiff spoke to Ms. Hutchins, trying to keep her calm by reminding her of past
26 and future events, but Ms. Hutchins was becoming unresponsive. The medic prepared an
27 oxygen mask for Ms. Hutchins and charged Plaintiff with seeing that it stayed on. As he did
28 so, he saw Ms. Hutchins' eyes becoming unclear, her face becoming grey, and her lips

1 beginning to turn black. The next 20-30 minutes felt like the longest of Plaintiff's life as he
2 tried to aid and comfort Ms. Hutchins, watching helplessly as her consciousness faded
3 inexorably away. When the paramedics finally arrived and took control of Ms. Hutchins'
4 care, Plaintiff left the church set, suddenly sensing and mentally processing all that just
5 happened. The gun was supposed to be cold, yet the film's director and his good friend,
6 Ms. Hutchins, had both just been shot. He realized that he had been squarely in the zone of
7 danger posed by the loaded weapon in Defendant Baldwin's hand, and what he felt pass by
8 him from the discharge of the Colt Revolver was not mere pressurized air. But for an inch
9 or two, possibly less, that bullet could have ended his life. Overcome by emotion, shock,
10 grief, trauma, and anxiety, he broke down and wept. Ms. Hutchins' wound proved fatal, and
11 she was pronounced dead a few hours later.

12 50. As to the chain of custody of the Colt Revolver that day, Plaintiff is informed
13 and believes, and on such information and belief alleges that prior to the aforementioned
14 scene, Defendant Zachry retrieved the Colt Revolver from an unknown location. Plaintiff is
15 informed and believes, and on such information and belief alleges that Defendant Zachry
16 failed to thoroughly inspect the Colt Revolver for safety before handing it to *Rust's* armorer,
17 Defendant Gutierrez Reed. Plaintiff is informed and believes, and on such information and
18 belief alleges that Defendant Gutierrez Reed loaded the Colt Revolver for the forthcoming
19 scene. As she did so, Plaintiff is informed and believes, and on such information and belief
20 alleges that Defendant Gutierrez Reed either failed to thoroughly inspect the gun, causing
21 her not to realize that a live round of ammunition was present in the Colt Revolver's
22 cylinder, or loaded the Colt Revolver with at least one round of live ammunition. Plaintiff is
23 informed and believes, and on such information and belief alleges that Defendant Gutierrez
24 Reed either released or allowed the Colt Revolver to be released to Defendant Halls with at
25 least one round of live ammunition in its cylinder. Plaintiff is informed and believes, and on
26 such information and belief alleges that Defendant Halls, upon taking custody of the Colt
27 Revolver, failed to thoroughly and properly inspect it before shouting "cold gun" (an industry
28 term indicating that the firearm was not loaded with live rounds) and handing it to

1 Defendant Baldwin. Defendant Gutierrez Reed then left the church set. Defendant Baldwin,
2 upon receiving the Colt Revolver from Defendant Halls, failed to thoroughly inspect it with
3 Defendant Halls to ensure that it was indeed "cold" before rehearsing his scene with it.

4 51. Plaintiff is informed and believes, and on such information and belief alleges
5 that the ammunition used on the *Rust* set was never stored securely and was simply left
6 unattended in the prop truck. Plaintiff is informed and believes, and on such information
7 and belief alleges that the Colt Revolver was also left unsecured on a prop cart for a period
8 of time before the scene. Following the shooting, police investigating the incident found
9 approximately 500 rounds on the *Rust* set, consisting of blanks, dummy rounds, and
10 suspected live rounds.

11 52. Plaintiff is informed and believes, and on such information and belief alleges
12 that dummy rounds of ammunition contain small holes or indents that differentiate them
13 from live rounds. Plaintiff is informed and believes, and on such information and belief
14 alleges that dummy rounds also emit a rattling sound when moved, something that a live
15 bullet will not do. Plaintiff is informed and believes, and on such information and belief
16 alleges that reasonably diligent inspections by Defendant Zachry, Defendant Gutierrez
17 Reed, Defendant Halls, and/or Defendant Baldwin would have revealed that at least one
18 round in the Colt Revolver was not a dummy round.

19 53. The presence of this live ammunition on the *Rust* set and in the Colt
20 Revolver, without adequate safeguards, was a violation of not only Bulletins 1 and 2 issued
21 by the Industry-Wide Labor-Management Safety Committee for the Motion Picture and
22 Television Industry but also a host of other basic industry safety standards.

23 **PLAINTIFF'S FIRST CAUSE OF ACTION**

24 **General Negligence (against all Defendants)**

25 54. Plaintiff re-alleges and incorporates herein by reference each and every
26 allegation and statement contained in the prior paragraphs.

27 55. Defendants, and each of them, breached their duties to Plaintiff by failing to
28 exercise ordinary care on and leading up to the subject October 21, 2021, incident.

1 56. On or about October 21, 2021, Defendant Gutierrez Reed owed a duty to
2 Plaintiff and other crew members and actors on the *Rust* set to perform her duties as an
3 armorer with reasonable care and diligence for the safety of *Rust's* cast and crew. This duty
4 of care called for Defendant Gutierrez Reed to retain possession, control, and distribution
5 of all firearms on the set except during actual filming or rehearsal. This duty of care called
6 for Defendant Gutierrez Reed not to allow live ammunition to be placed in a prop gun. This
7 duty of care called for Defendant Gutierrez Reed to instruct actors on the proper and safe
8 use of firearms on the set. This duty of care called for Defendant Gutierrez Reed to be
9 qualified to work with the type of firearms and ammunition being used and to be
10 knowledgeable in their safe handling, safe use, and safekeeping. This duty of care called
11 for Defendant Gutierrez Reed to thoroughly check each firearm for safety before releasing
12 it to any actor or crew member for use in the *Rust* production.

13 57. On or about October 21, 2021, Defendant Gutierrez Reed breached her duty
14 to Plaintiff regarding acquisition, care, control, maintenance, supervision, and use of
15 firearms and ammunition during the production of the feature motion picture *Rust*.
16 Defendant Gutierrez breached her duty by failing to store the Colt Revolver securely and/or
17 failed to exercise control over it. Defendant Gutierrez Reed breached her duties by issuing
18 a firearm to Defendant Baldwin without training him in its proper use, including handling,
19 and safe use, or requiring that he demonstrate prior knowledge of safe handling practices.
20 Defendant Gutierrez Reed breached her duty by accepting employment that she was
21 unqualified to perform as she lacked the necessary expertise, experience, and training with
22 the Colt Revolver, was unable to distinguish between live rounds and blanks for the Colt
23 Revolver, and lacked the necessary expertise, experience, and training with the Colt
24 Revolver necessary to determine whether it was loaded with live ammunition. Defendant
25 Gutierrez Reed breached her duty to thoroughly check the Colt Revolver for the presence
26 of live ammunition before releasing it to Defendant Halls for use by Defendant Baldwin just
27 prior to the subject shooting. Defendant Gutierrez Reed breached her duty when she
28 allowed custody of the Colt Revolver to pass to Defendant Halls and, ultimately, to

1 Defendant Baldwin with at least one live round of ammunition in its cylinder. She breached
2 her duty when she accepted the role as sole armorer when the needs of this production
3 would have required multiple assistant armorers to safely manage the firearm needs of the
4 production with an industry-standard degree of care.

5 58. On or about October 21, 2021, Defendant Zachry owed a duty to Plaintiff and
6 other crew members and actors on the *Rust* set to perform her duties as prop master with
7 reasonable care and diligence for the safety of *Rust's* cast and crew. That duty called for
8 her to retain possession, control, and distribution of all firearms on the set except during
9 actual filming or rehearsal. That duty called for her to ensure that only dummy ammunition
10 and blanks were stored on the *Rust* set. That duty also called for her to check the Colt
11 Revolver after removing it from the prop safe to ensure that it was not loaded with any live
12 ammunition before delivering it to the armorer, Defendant Gutierrez Reed, for use in the
13 subject *Rust* movie scene

14 59. On or about October 21, 2021, Defendant Zachry breached her duty to
15 Plaintiff regarding acquisition, care, control, maintenance, and use of firearms and
16 ammunition during the production of the feature motion picture *Rust*. Defendant Zachry
17 breached this duty when she failed to retain custody of the Colt Revolver when it was not
18 being used in a scene and by failing to check the Colt Revolver for the presence of live
19 ammunition before delivering it to Defendant Gutierrez Reed for the subject scene. She
20 breached her duty when she failed to maintain adequate control and custody over the
21 ammunition on the *Rust* set, thereby allowing real bullets to be stored with the blanks and
22 dummy rounds.

23 60. On or about October 21, 2021, Defendant Halls, *Rust's* first assistant director,
24 owed a duty to Plaintiff and other crew members and actors on the *Rust* set to perform his
25 duties with reasonable care and diligence for the safety of *Rust's* cast and crew. It was his
26 responsibility to inspect the set for safety concerns and to report any unsafe conditions.
27 That duty called for him to double-check and verify the Colt Revolver for safety and live
28 ammunition after receiving it from Defendant Gutierrez Reed. That duty called for him to be

1 sure that the Colt Revolver contained no live rounds before shouting "cold gun" on the set
2 and handing it to Defendant Baldwin. That duty called for him to maintain the safety and
3 security of the cast and crew during production, to hold necessary and regular safety
4 meetings, and to see that industry standards for firearms safety were implemented and
5 followed on the *Rust* set.

6 61. On or about October 21, 2021, Defendant Halls breached his duty to Plaintiff
7 when he conducted a substandard and inadequate inspection of the Colt Revolver and
8 failed to confirm that the gun was in fact "cold" before handing it to Defendant Baldwin.
9 Defendant Halls breached his duty when he handed the Colt Revolver, which contained a
10 live round of ammunition, to Defendant Baldwin. Defendant Halls breached his duty when
11 he announced that the Colt Revolver was "cold" when it actually contained a live round of
12 ammunition. He breached his duty when he failed to properly implement and properly
13 maintain safety standards and practices on the *Rust* set, especially in the handling of
14 firearms.

15 62. On or about October 21, 2021, Defendant Baldwin owed a duty to Plaintiff
16 and other crew members and actors on the *Rust* set to handle the Colt Revolver provided
17 to him by Defendant Halls with reasonable care and diligence for the safety of *Rust's* cast
18 and crew. This duty called for Defendant Baldwin to double-check the Colt Revolver with
19 Defendant Halls upon being handed it to ensure that it did not contain live ammunition. This
20 duty further called for him to handle the Colt Revolver as if it was loaded and to refrain from
21 pointing it at anyone.

22 63. On or about October 21, 2021, Defendant Baldwin breached his duty to
23 Plaintiff when he failed to verify that the Colt Revolver was "cold" upon receiving it from
24 Defendant Halls. Defendant Baldwin further breached this duty when he pointed the Colt
25 Revolver at Ms. Hutchins, Mr. Souza, and Plaintiff while rehearsing his role in the subject
26 scene and pulled the trigger of the Colt Revolver, a real gun, and shot Ms. Hutchins and
27 Mr. Souza.

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1 64. On or about October 21, 2021, Defendant Pickle breached her duty to Plaintiff
2 by failing to provide a safe workplace for the production of the feature motion picture *Rust*
3 and by failing to properly staff the production with sufficient trained personnel for the needs
4 of the props manager and armorer.

5 65. On or about October 21, 2021, Defendant Walters breached her duty to
6 Plaintiff by failing to provide a safe workplace for the production of the feature motion
7 picture *Rust* and by failing to properly staff the production with sufficient trained personnel
8 for the needs of the props manager and armorer.

9 66. On or about October 21, 2021, Defendant Kenney had a duty to Plaintiff, a
10 member of the *Rust* crew, to provide proper and adequate training, guidance, and oversight
11 in his role as an "armorer mentor" to Defendant Gutierrez Reed. Plaintiff is informed and
12 believes that Defendant Kenney breached this duty by, among other acts, failing to properly
13 train Defendant Gutierrez on the proper handling of the Colt Revolver, failing to instruct
14 Defendant Gutierrez Reed on the differences between dummy rounds and real bullets for
15 use in the Colt Revolver, and failing to adequately train Defendant Gutierrez Reed to
16 inspect the Colt Revolver to ensure that it was not loaded with real bullets before releasing
17 it to Defendant Baldwin.

18 67. As the producers, executive producers, employers, and ultimate decision-
19 makers for the *Rust* film, Defendant Rust Movie Productions, Defendant Baldwin,
20 Defendant Smith, Defendant Klingher, Defendant Winterstern, Defendant Nigam,
21 Defendant DelPiano, Defendant Cheney, Defendant Salveson, Defendant Sharp,
22 Defendant Lamb, and DOES 1-200, and each of them, were each independently and
23 ultimately responsible for ensuring safety on the set, for ensuring that filming and
24 production were conducted in a safe manner, and for compliance with applicable laws,
25 regulations, and standards during the filming of *Rust*. Defendant Rust Movie Productions,
26 Defendant Baldwin, Defendant Smith, Defendant Klingher, Defendant Winterstern,
27 Defendant Nigam, Defendant DelPiano, Defendant Cheney, Defendant Salveson,
28 Defendant Sharp, Defendant Lamb, and DOES 1-200, and each of them, owed a duty to

1 Plaintiff and other crew members and actors on the *Rust* set to hire a sufficient number of
2 competent, experienced property masters and armorers capable of following established
3 and tested firearms safety procedures on the *Rust* set. On film sets, the safety protocols for
4 using guns are established and duties are straightforward: weapons must be tightly
5 managed by knowledgeable; skilled, and experienced armorers, cast members should be
6 trained in gun safety; and live ammunition should never be used. Defendant Rust Movie
7 Productions, Defendant Baldwin, Defendant Smith, Defendant Klingher, Defendant
8 Winterstern, Defendant Nigam, Defendant DelPiano, Defendant Cheney, Defendant
9 Salveson, Defendant Sharp, Defendant Lamb, and DOES 1-200, and each of them, had a
10 duty to Plaintiff to ensure compliance with industry safety rules and standards for the care,
11 control, maintenance and use of firearms and ammunition during the production of the
12 feature motion picture *Rust* and to otherwise take measures to protect the safety of the
13 *Rust* cast and crew from injury from such firearms.

14 68. Defendant Rust Movie Productions, Defendant Baldwin, Defendant Smith,
15 Defendant Klingher, Defendant Winterstern, Defendant Nigam, Defendant DelPiano,
16 Defendant Cheney, Defendant Salveson, Defendant Sharp, Defendant Lamb, and DOES 1-
17 200, and each of them, breached their duties to Plaintiff when they attempted to save
18 money by hiring an insufficient number of crew members to safely handle the props and
19 firearms properly on the *Rust* set and by hiring an inexperienced armorer, Defendant
20 Gutierrez Reed, on a feature film featuring the prominent use of guns. Defendant Rust
21 Movie Productions, Defendant Baldwin, Defendant Smith, Defendant Klingher, Defendant
22 Winterstern, Defendant Nigam, Defendant DelPiano, Defendant Cheney, Defendant
23 Salveson, Defendant Sharp, Defendant Lamb, and DOES 1-200, and each of them,
24 understaffed the production, allowed violations of industry established and tested firearms
25 safety procedures during production, declined requests for weapons training days, failed to
26 allow proper time to prepare for gunfire, failed to send out safety bulletins with call sheets,
27 spread staff too thin, failed to ensure that industry safety standards were strictly observed
28 when preparing and filming with firearms, and engaged in other cost-cutting moves, such

1 as rushing production schedules, that endangered the lives and safety of cast and crew.
2 They breached their duties by failing to recognize and act to correct obvious firearm safety
3 protocol violations and problems, including at least two previous incidents of guns being
4 accidentally discharged by other cast or crew members on the *Rust* set. Outrageously,
5 reports indicate that *Rust* firearms were used for recreational shooting with real bullets on
6 the set location, yet Plaintiff is informed and believes that these producer defendants did
7 nothing to correct the problem or ban that practice. They breached their duties by failing to
8 see that safety meetings were regularly convened and conducted. They breached their
9 duties by allowing real bullets to be stored on the *Rust* set. They breached their duty to
10 Plaintiff by failing to hire and retain sufficient personnel adequately skilled and trained in the
11 care, custody, maintenance, and use of firearms and ammunition for production of the film,
12 *Rust*. They breached their duty to Plaintiff to ensure compliance with industry safety rules
13 and standards for the care, control, maintenance, and use of firearms and ammunition
14 during the production of *Rust*. Defendant Rust Movie Productions, Defendant Baldwin,
15 Defendant Smith, Defendant Klingher, Defendant Winterstern, Defendant Nigam,
16 Defendant DelPiano, Defendant Cheney, Defendant Salveson, Defendant Sharp,
17 Defendant Lamb, and DOES 1-200, and each of them, breached their overall duty to take
18 measures to protect the safety of the *Rust* cast and crew from foreseeable injury or death
19 from the improper use and handling of firearms on the *Rust* set and to see that industry
20 standards were implemented and maintained.

21 69. Defendants, and each of them, were charged with the highest degree of care
22 regarding the acquisition, care, control, maintenance, and use of firearms and ammunition
23 in the production of the feature motion picture *Rust*. The actions of Defendants, and each of
24 them, including violations of industry safety standards, were substantially certain to cause
25 serious injury to Plaintiff or others. The failures of Defendants, and each of them,
26 individually and as a whole, amounted to a breach of their duty to exercise reasonable care
27 in the filming and production of *Rust*.

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1 70. The negligence of Defendants, and each of them, was an actual and
2 proximate cause of Plaintiff's injuries, rendering Defendants, and each of them, liable to
3 Plaintiff for his injuries resulting from him being struck directly by discharge materials from
4 the Colt Revolver and for his serious emotional distress stemming from the near-death
5 experience of a live bullet streaking past him before claiming the life of his close friend.
6 Such mental suffering includes, but is not limited to, anguish, fright, horror, nervousness,
7 grief, anxiety, worry, shock, mental distress, emotional harm, emotional trauma, all of which
8 are present and ongoing.

9 71. As a legal, direct, and proximate result of the aforementioned conduct of
10 Defendants, and each of them, Plaintiff has been prevented from attending his usual or
11 potential occupation and/or Plaintiff is informed and believes, and thereon alleges, that he
12 will be prevented from attending his occupation in the future, and thereby he will also
13 sustain a loss of earning capacity and loss of opportunity, in addition to lost earnings, past,
14 present and future according to proof, pursuant to Code of Civil Procedure section 425.10.

15 72. Defendant Gutierrez Reed, Defendant Halls, Defendant Baldwin, and
16 Defendant Rust Movie Productions, and each of them, acted knowingly and recklessly in
17 allowing the storage of live bullets on the *Rust* set and in failing to ensure that strict safety
18 and industry standards with regard to deadly weapons were followed during the production
19 of *Rust*. Defendant Gutierrez Reed, Defendant Halls, Defendant Baldwin, and Defendant
20 Rust Movie Productions, and each of them, did not secure the ammunition on the set,
21 allowed real bullets to be stored on the set, allowed a firearm loaded with live bullets to be
22 handed to an actor, and allowed an actor to point a "hot" Colt Revolver at *Rust* crew
23 members. As further evidence of their wanton disregard for the health and safety of cast
24 and crew on the *Rust* set, there are news reports of persons associated with the *Rust*
25 production engaging in target shooting on the set of a movie using real bullets with the set's
26 firearms. Further still, there were at least two accidental discharges of firearms before the
27 subject incident. Despite all this, no corrective measures were taken, and gun safety
28 policies and procedures continued to be implemented on the *Rust* set in a lax manner.

1 Defendants had camera crew members quitting because the set was so unsafe and
2 chaotically managed, yet they took no real steps to correct it beyond hiring non-union,
3 inexperienced crew members to replace them. As a culmination of all this reckless
4 behavior, the first assistant director of the *Rust* production, Defendant Halls handed a
5 firearm to Defendant Baldwin loaded with at least one live bullet and told him that the gun
6 was "cold". Shortly thereafter, Defendant Baldwin pointed that gun at *Rust* crew members
7 pulled the trigger, fired a live bullet, and thereby inflicted tremendous injury and suffering on
8 Plaintiff and others. The guns and ammunition on the *Rust* set were required to be properly
9 stored, properly inspected, and properly handled. It should have been well known to all cast
10 and crew on the *Rust* set that the Colt Revolver was not a toy and was capable of killing if
11 mismanaged, misloaded, and/or mishandled. Instead of following proper firearm safety
12 protocols and practices, Defendants handled the guns and ammunition in a wanton,
13 reckless and unsafe manner on the *Rust* set, and this thoroughly avoidable tragedy
14 ensued.

15 73. In so acting, and in so failing to act, Defendant Gutierrez Reed, Defendant
16 Halls, Defendant Baldwin, and Defendant Rust Movie Productions, and each of them, were
17 consciously aware of the wrongfulness and harmfulness of their conduct. They knew that
18 their conduct created a substantial risk of significant harm and risk of death, yet acted and
19 continued to act in willful, wanton, reckless, conscious, deliberate, aggravated, outrageous,
20 and reprehensible disregard for and contravention of the interests, rights, and safety of the
21 cast and crew of *Rust*, including Plaintiff. In so doing, Defendant Gutierrez Reed,
22 Defendant Halls, Defendant Baldwin, and Defendant Rust Movie Productions, and each of
23 them, consciously created an unjustifiably substantial risk of harm to the cast and crew of
24 *Rust*, including Plaintiff.

25 74. Plaintiff is informed and believes and based upon such information and belief
26 alleges that the actions and inactions of Defendant Rust Movie Productions were
27 authorized and ratified by its officers, directors, and/or managing agents.

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DEMAND FOR JURY TRIAL

Plaintiff hereby demands a trial by jury in this matter.

DATED: November 9, 2021

DORDICK LAW CORPORATION

By: 

Gary A. Dordick, Esq.
John M. Upton, Esq.
Golnar V. Monfared, Esq.
DORDICK LAW CORPORATION
Attorneys for Plaintiff

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