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14 *Cross-Complainant Alexander R. Baldwin III*

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

17 MAMIE MITCHELL, an individual,

18 Plaintiff,

19 vs.

20 RUST MOVIE PRODUCTIONS, LLC., a
21 domestic limited liability company;
22 ALEXANDER R. BALDWIN III, an
23 individual; EL DORADO PICTURES, INC.,
24 California corporation; RYAN DONNELL
25 SMITH, an individual; LANGLEY ALLEN
26 CHENEY, an individual; THOMASVILLE
27 PICTURES, LLC, a domestic limited liability
28 company; NATHAN KLINGHER, an
individual; RYAN WINTERSTERN, an
individual; SHORT PORCH PICTURES,
LLC, a domestic limited liability company;
ANJUL NIGAM, an individual; BRITTANY
HOUSE PICTURES, a business form
unknown; MATTHEW DELPIANO, an
individual; CALVARY MEDIA, INC., a
Delaware corporation; GABRIELLE PICKEL,
an individual; 3RD SHIFT MEDIA, LLC, a

CASE NO. 21STCV42301

**CROSS-COMPLAINT OF ALEXANDER R.
BALDWIN III FOR:**

- 1) NEGLIGENCE
- 2) INDEMNIFICATION
- 3) CONTRIBUTION

JURY TRIAL DEMANDED

1 domestic limited liability company; HANNAH
2 GUTIERREZ-REED, an individual; SARAH
3 ZACHRY, an individual; SETH KENNEY, an
4 individual; DAVID HALLS, an individual;
5 KATHERINE WALTERS, an individual;
6 CHRIS M.B. SHARP, an individual;
7 JENNIFER LAMB, an individual; EMILY
8 SALVESON, an individual; STREAMLINE
9 GLOBAL, a business form unknown; and
10 DOES 1 through 100, Inclusive,

11 Defendants.

12 ALEXANDER R. BALDWIN III,

13 Cross-Complainant,

14 vs.

15 HANNAH GUITIERREZ-REED; DAVID
16 HALLS; SETH KENNEY; PDQ ARM and
17 PROP, LLC; and SARAH ZACHRY,

18 Cross-Defendants.

1 Cross-Complainant Alexander R. Baldwin III, by and through his attorneys Quinn Emanuel
2 Urquhart & Sullivan, LLP, for his Cross-Complaint against Cross-Defendants Hannah Gutierrez-
3 Reed, David Halls, Seth Kenney, PDQ Arm and Prop, LLC (“PDQ”), and Sarah Zachry (collectively,
4 “Cross-Defendants) alleges as follows:

5 **NATURE OF THE CASE**

6 1. On October 21, 2021, an accidental shooting took the life of cinematographer Halyna
7 Hutchins on a movie set just outside Santa Fe, New Mexico. Baldwin was holding the gun that shot
8 the bullet, which discharged while rehearsing a scene after Baldwin pulled back and then released
9 the hammer. This tragedy occurred on a movie set—not a gun range, not a battlefield, not a location
10 where even a remote possibility should exist that a gun would contain live ammunition. It occurred
11 under the supervision of a professional armorer, Gutierrez-Reed, and the First Assistant Director,
12 Halls, who were hired to protect the actors and crew on set. This tragedy happened because live
13 bullets were delivered to the set and loaded into the gun, Gutierrez-Reed failed to check the bullets
14 or the gun carefully, Halls failed to check the gun carefully and yet announced the gun was safe
15 before handing it to Baldwin, and Zachry failed to disclose that Gutierrez-Reed had been acting
16 recklessly off set and was a safety risk to those around her.

17 2. Baldwin did not know and had no reason to know *any* of these facts. But Cross-
18 Defendants did. Kenney and PDQ were the principal ammunitions suppliers, Gutierrez-Reed was
19 the armorer, Halls was the safety officer on set, and Zachry was the prop master. These Cross-
20 Defendants are professionals who owed a duty to those on set, including Baldwin, to keep the set
21 safe. Everyone on set, including Baldwin, expected and trusted them to do so. Hutchins never
22 would have instructed Baldwin to point the gun in her direction and pull back the hammer if she
23 thought the slightest possibility existed that it was loaded; Baldwin, who shared the same state of
24 mind as Hutchins in that critical moment, wouldn’t have done so under such conditions.

25 3. There can be no doubt that others have suffered from Cross-Defendants’ negligence
26 far more than Baldwin has. Hutchins lost her life, and her young child lost his mother. Producer
27 Joel Souza was shot in the shoulder and has suffered physical and emotional pain. Though by no
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1 means comparable, Baldwin must live with the immense grief, and the resulting emotional, physical,
2 and financial toll, caused by the fact that Cross-Defendants' negligent conduct, assurances, and
3 supervision put a loaded weapon in his hand and led him, Hutchins, and everyone else on set to
4 believe that his directed use of the weapon was safe. More than anyone else on that set, Baldwin
5 has been wrongfully viewed as the perpetrator of this tragedy. By these Cross-Claims, Baldwin
6 seeks to clear his name and hold Cross-Defendants accountable for their misconduct.

7 **THE PARTIES**

8 4. Baldwin is an individual and a resident of New York, New York.

9 5. Baldwin is informed and believes, and thereon alleges, that Gutierrez-Reed is an
10 individual and a resident of Arizona. Gutierrez-Reed was the armorer and assistant props master
11 for the *Rust* production.

12 6. Baldwin is informed and believes, and thereon alleges, that Halls is an individual and
13 a resident of New Mexico. Halls was the first assistant director for the *Rust* production.

14 7. Baldwin is informed and believes, and thereon alleges, that Kenney is an individual
15 and a resident of New Mexico. Kenney was the armorer assistant and/or the armorer mentor for the
16 *Rust* production. Kenney also supplied ammunition and prop weapons to the *Rust* production.

17 8. Baldwin is informed and believes, and thereon alleges, that PDQ is a New Mexico
18 limited liability company. Cross-Defendant Kenney is the owner of PDQ, which is a prop weapon
19 and ammunition supply store.

20 9. Baldwin is informed and believes, and thereon alleges, that Zachry is an individual
21 and a resident of New Mexico. Zachry was the props master for the *Rust* production.

22 **JURISDICTION AND VENUE**

23 10. Cross-Defendants have consented to personal jurisdiction in this Court.

24 11. Venue is proper in this Court as a result of its jurisdiction over the original action.

25 12. PDQ is properly joined under Code of Civil Procedure section 428.10(b). The claims
26 asserted in this Cross-Complaint arise out of the same transaction, occurrence, and/or series of
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1 transactions or occurrences and involve common questions of law and fact as those asserted in the
2 main action.

3 **FACTUAL ALLEGATIONS**

4 **I. BACKGROUND**

5 **A. *Rust* is Conceived.**

6 13. Baldwin is an actor and producer who has appeared in over one hundred films and
7 documentaries throughout his decades-long career.

8 14. In 2018, Baldwin partnered with Souza on a draft script for a Western movie.

9 15. Baldwin had previously been in talks with Souza to act in one of Souza’s prior films,
10 *Crown Vic*, but had been unable to do so because of scheduling conflicts.

11 16. The Western, *Rust*, tells the story of a young boy who accidentally kills a local
12 rancher and is sentenced to hang in 1880s Kansas. The boy is broken out of prison by his estranged
13 grandfather Harland Rust, an infamous outlaw. The two flee to New Mexico on a dangerous journey
14 through an unforgiving landscape, running from a U.S. Marshal and bounty hunter on their tail and
15 forming a close bond along the way.

16 17. Although Baldwin was not specifically looking to film a Western, he was attracted
17 to the *Rust* project because it offered an opportunity to work with Souza on something Baldwin had
18 increasingly become interested in: making films in which dialogue takes a back seat to
19 cinematography, films in which the camera tells the story.

20 18. Baldwin collaborated with Souza on the writing of the *Rust* script and was given a
21 “Story By” credit for his work.

22 **B. *Rust* Production Obtains Financing, Forms a Budget, and Hires a Crew**

23 19. Throughout 2019-2021, Baldwin engaged in discussions with Souza and *Rust*’s team
24 of producers moving *Rust* forward from concept to execution.

25 20. *Rust* had six credited producers: Ryan Smith, Nathan Klingher, Ryan Winterstern,
26 Matt DelPiano, Anjul Nigam, and Baldwin.

1 21. Smith, individually and through his production company, Rust Movie Productions
2 LLC, was primarily responsible for *Rust's* day-to-day operations.

3 22. Smith and the other producers pitched *Rust* to investors, secured financing, and set
4 the budget for the film.

5 23. Smith and his associate, Gabrielle Pickle, hired the crew for *Rust*.

6 24. Baldwin's only involvement in *Rust's* finances was his forfeiture of his own fees that
7 he gave back to the production to enhance the budget. Baldwin's total compensation package
8 (starring and producing) was set at \$250,000. However, Baldwin gave back \$100,000, as an
9 "investment," and he had offered an additional \$37,500 from his fees.

10 25. On September 13, 2019, Nigam wrote to Baldwin's office that he was "[c]hecking
11 on the status of the script as I have several financing avenues that are waiting on it."

12 26. While the other producers handled financing and budget matters for the film,
13 Baldwin was consulted about the creative aspects of *Rust's* marketing, such as the artwork for the
14 teaser poster and the preparation of a video promotion for Cannes.

15 27. Baldwin also worked closely with Souza on casting decisions, reaching out to other
16 actors regarding taking roles in *Rust*.

17 28. As filming neared, Baldwin received information and updates about basic logistical
18 matters, such as the schedule and location for filming.

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1 29. For example, on August 31, 2021, Baldwin’s office received an email from producer
2 Winterstern regarding filming dates and locations.

3 On Aug 31, 2021, at 8:51 PM, Ryan Winterstern <[REDACTED]> wrote:

4
5 Per the call earlier, production has reconfirmed to me the shooting dates have been moved to a
6 Wednesday – Sunday schedule. I pushed for an answer on if we’ve received sign off from the locations
7 that Sunday will work, which we haven’t, but no one seems to think that will be an issue as we were
8 given the okay for Saturday already. So, we’re proceeding forward with this new schedule.

9 Alec’s wrap date is Sunday Oct 31st. Per the new schedule, that day is a split. I’ve discussed with Gabby
10 how we can rectify this in order to make it a day shoot so to have the wrap party that night. The two
11 solutions given were to have the wrap party the weekend earlier (that earlier Monday) or to move
12 scenes from night to day so not to have to shoot splits. We’re still tinkering with everything as more cast
13 comes aboard and Joel is able to see the locations next week as he lands in Sante Fe this weekend.

14 Let me know if you have any questions.

15 Ryan

16 30. When a film’s budget allows, Baldwin usually brings along his own group of
17 professionals with whom he has worked frequently. However, when Baldwin is involved in films
18 with smaller budgets, like *Rust*, he makes every effort to sacrifice some of the ordinary
19 accommodations in his contract to help the budgeting of the film. In these circumstances, he does
20 not have authority to choose the crew or otherwise direct the non-creative aspects of the film.

21 31. Baldwin’s correspondence regarding *Rust* establishes that he was introduced to crew
22 members shortly before filming began and did not play a role in their hiring.

23 32. For example, Baldwin was introduced to the head of *Rust*’s makeup department,
24 Stacy Lockhart, just weeks before filming began, on September 24, 2021, via Lockhart’s email
25 contact with Baldwin’s office.

26 On Sep 24, 2021, at 5:17 PM, Stacy Lockhart <[REDACTED]> wrote:

27 Hey Jonah! This is Stacy Lockhart, I am the make up department head on “RUST”, I was also the make up department head on
28 “Super Cell”. Looking forward to working with Alec again! I know the products that he likes, but is there any other information he
wants me to have about his look in general for the Rust character?

29 Thanks so much!

30 --

31 Stacy Lockhart
32 IATSE Makeup Local 798
33 www.stacylockhartmakeupartist.com

34 33. Baldwin was introduced to *Rust*’s costume designer, Terese Davis, in August 2021.

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From: r [REDACTED]
Subject: Alec - Costume Designer Call - Saturday 12:00PM ET
Date: August 20, 2021 at 12:10 PM
To: nyoffice [REDACTED], Terese Davis [REDACTED]
Cc: Gabrielle Pickle g [REDACTED], Row Walters [REDACTED], [REDACTED], Ryan Winterstern [REDACTED], Nathan Klingher [REDACTED]

Terese meet Jonah Alec's assistant, Jonah meet Terese our costume Designer,
Jonah will get you schedule for this Saturday to go over Rust costume with Alec.
Jonah I will let you take it from here.

Sincerely,
Ryan Dennett-Smith
Producer/UPM
M: (404) 229-0344
E: [REDACTED]

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From: Terese Davis <[REDACTED]>
Sent: Saturday, August 21, 2021 1:15 PM
To: nyoffice
Subject: Picture of old timer outlaw for Alec

Hi Jonah,
On our Zoom call this morning Alec asked me to send you this picture and my contact information to give to him.
My email is makingprettystuff@gmail.com
My phone number is 310-486-8687
Please don't hesitate to let me know if there is anything else you need from me. I will be sending you some look boards to give to him as well in the next day or so.
Also, he said he has measurements from his last movie. Would you be able to get those to me as soon as possible? I need to start ordering clothes immediately so I have time to age them before his fitting.
Thank you so much! Have a great rest of your day.
Terese

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34. Email correspondence with Davis further shows that Baldwin affirmatively requested gun training by the crew member responsible for firearms on the *Rust* set long before filming began. In a September 12, 2021 email, Davis noted to Baldwin's assistant that "[h]e wanted me to ask you to find out who is in charge of the guns on this movie and to get him some shooting lessons." On information and belief, Rust's armorer, Gutierrez-Reed, had not yet been hired. As Baldwin's request to "find out who is in charge of the guns on this movie" indicates, he was not involved in Gutierrez-Reed's hiring and was unaware that the film had not yet hired an armorer. It also demonstrates that even after 42 years in the film business, Baldwin takes safety seriously and wanted to ensure he received the safety training available on the *Rust* set.

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From: Terese Davis [REDACTED]
Subject: Alec's fitting this morning
Date: September 12, 2021 at 10:34 AM
To: nyoffice [REDACTED]

Good morning Jonah,

Thank you so much for setting up and testing the Zoom thing with me. We had perfect reception for Alec's look over of the clothes.

He wanted me to ask you to find out who is in charge of the guns on this movie and to get him some shooting lessons. He also mentioned that whoever is in charge of gun belts (I believe that is props) should research to see if they had shoulder holsters because he would prefer that to a big waist belt.

Also, the size list you sent me has his shoe size listed as 12EEE. Alec says his feet are actually 12E, which is a big difference (a nice one, since 12EEE is a specialty size and has very few options). I thought you'd want to note that for next time.

Alec has made a few requests for a couple other items, so it will take me a few days to have those shipped in and then I will send everything out. As soon as I have an arrival date and tracking number I will give them to you. I believe we are supposed to have a costumer over there in NY to do his fitting with him so that any necessary alterations can be noted and pinned accordingly, but I will have to talk to production about that and find out if I'm sending the clothes to them or directly to you.

Enjoy your Sunday!

Terese

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35. Consistent with Baldwin's actual involvement with the film, his agreement with Rust Movie Productions LLC (*i.e.*, the film's production company, which was owned by Smith) makes clear that Baldwin and his company, El Dorado Pictures, would have only a creative role in the *Rust* production. For example, Section 6 of the contract gives El Dorado Pictures, Inc. a "tie-break on all creative decisions."

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36. Further, Section 6 states that Rust Movie Productions LLC "shall have final determination with respect to any creative decision that would result in a material increase in the Budget," indicating that the budget for *Rust* was exclusively within the control of Rust Movie Productions LLC and Smith—not Baldwin.

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37. In addition, Section 3 of the Producer Agreement provides that Baldwin "may not engage the services of and/or facilities of any third party in connection with [*Rust*] without [Rust Movie Productions LLC's] prior written consent in each instance," indicating that Baldwin had no independent authority to make hiring decisions on *Rust*.

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C. The Hiring of Gutierrez-Reed

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38. Baldwin had no role in hiring Gutierrez-Reed. He didn't know she was being considered as the armorer and didn't recommend her or weigh in on her hiring.

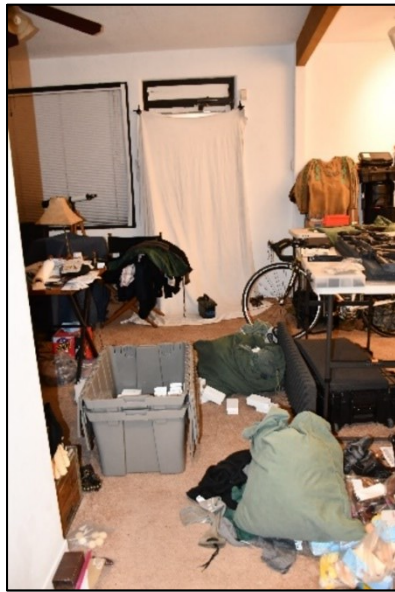
1 39. Instead, Gutierrez-Reed had reached out to Kenney to ask whether he knew of any
2 available armorer jobs. Kenney connected her with Zachry who then passed her name along to *Rust*
3 production managers, who ultimately hired her.

4 **D. The Procurement of the Ammunition and Prop Weapons**

5 40. Zachry and Gutierrez-Reed were responsible for sourcing and procuring the weapons
6 and ammunition used on the *Rust* set. Kenney and his company PDQ were the primary weapons
7 and ammunition supplier for *Rust*. In early October 2021, Zachry and Gutierrez-Reed met with
8 Kenney to collect the prop weapons and dummy ammunition to be used on *Rust*.

9 41. Police photos of Kenney's business, PDQ, show what Zachry and Gutierrez-Reed
10 would have encountered on their visit that should have put them on notice of serious safety concerns.

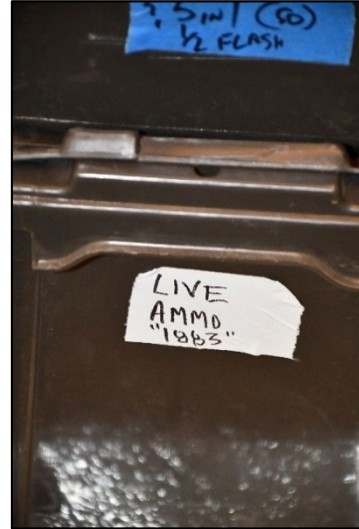
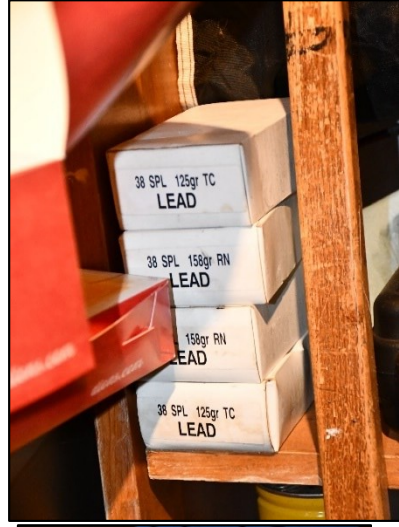
11 42. In particular, when the police searched PDQ, they found the premises in disarray:



22 43. Ammunition, much of it unlabeled, was strewn throughout the premises:



44. Live ammunition and dummy rounds were stored haphazardly:



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1 45. As professional suppliers of dummy and blank ammunition, Kenney and PDQ were
2 required to carefully store, segregate, label, and organize ammunition to ensure that live ammunition
3 did not become intermingled with dummy and blank rounds.

4 46. They failed to do so. Instead, Kenney and PDQ stored inventory without proper
5 labels, segregation, or organization. Their cavalier disregard for proper separation between live and
6 dummy ammunition was one of the factors that led to the presence of live ammunition on the set of
7 *Rust*.

8 47. According to Kenney’s insurance company, Farmers Insurance Exchange, “after Mr.
9 Kenney and [his business] tendered their defense to Farmers in May 2022, Mr. Kenney’s attorney
10 suggested that PDQ Arm & Prop had operated from the Property. Specifically, he said Mr. Kenney
11 communicated his willingness to be part of the ‘Rust’ production, negotiated the terms of that
12 participation, sent the gun and ammunition involved in the Incident, and sent invoices for that gun
13 and ammunition from the Property.” Kenney and PDQ are bound by their lawyer’s admissions that
14 they supplied the gun and ammunition involved in this incident.

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1 48. The FBI analyzed a substantial amount of ammunition that was collected from the
2 *Rust* set and found dozens of live cartridges (e.g., item 31 alone contained 50 live cartridges):

3 FBI Laboratory Evidence Designator(s):

4 Item 1 Bullet from Joel Souza (1B4, E6842164; SFSO Item #25) **Live**
5 Item 2 ~~Cartridge from Item 2 (1B1, E6842161; SFSO Item #25)~~
6 Item 3 ~~Cartridge from Item 3 (1B3, E6842163; SFSO Item #25)~~
7 Item 4 Cartridge from top of cart (1B5, E6842165; SFSO Item #26) **Live**
8 Item 5 Cartridge from top of cart (1B5, E6842165; SFSO Item #26) **Live**
9 Item 6 Cartridge from bandolier on top of cart (1B6, E6842166; SFSO Item #27) **Live**
10 Item 7 Cartridge from holster inside building (1B7, E6842167; SFSO Item #28) **Live**
11 Item 8 ~~Ammunition box (1B2, E6842162; SFSO Item #2)~~
12 Item 9 ~~Tray from Item 9 Ammunition box (1B2, E6842162; SFSO Item #2)~~
13 Item 10 Cartridges from Item 9 Tray (1B2, E6842162; SFSO Item #2) **Blank**
14 Item 11 ~~Ammunition box (1B2, E6842162; SFSO Item #2)~~
15 Item 12 ~~Tray from Item 11 Ammunition box (1B2, E6842162; SFSO Item #2)~~
16 Item 13 Cartridges from Item 12 Tray (1B2, E6842162; SFSO Item #2) **Dummy**
17 Item 13-1 Cartridge from Item 12 Tray (1B2, E6842162; SFSO Item #2) **Live**
18 Item 13-2 Cartridges from Item 12 Tray (1B2, E6842162; SFSO Item #2) **Dummy**
19 Item 13-2-1 Cartridge from Item 12 tray (1B2, E6842162; SFSO Item #2) **Dummy**
20 Item 13-2-2 Cartridge from Item 12 Tray (1B2, E6842162; SFSO Item #2) **Dummy**
21 Item 13-3 Cartridges from Item 12 Tray (1B2, E6842162; SFSO Item #2) **Dummy**
22 Item 13-3-1 Cartridge from Item 12 Tray (1B2, E6842162; SFSO Item #2) **Dummy**
23 Item 13-3-2 Cartridge from Item 12 Tray (1B2, E6842162; SFSO Item #2) **Dummy**
24 Item 20 ~~Cartridge from Item 20 Box with tape (SFCSSO Item #140) (1B12, E6842262)~~
25 Item 20-1 ~~Tray from Item 20 Box with tape (SFCSSO Item #140) (1B12, E6842262)~~
26 Item 21 Cartridges from Item 20 Box with tape (SFCSSO Item #140) (1B12, E6842262) **Dummy**
27 Item 21-1 Cartridge from Item 21 (SFCSSO Item #140) (1B12, E6842262) **Dummy**
28 Item 21-2 Cartridge from Item 21 (SFCSSO Item #140) (1B12, E6842262) **Dummy**
29 Item 21-3 Cartridge from Item 21 (SFCSSO Item #140) (1B12, E6842262) **Dummy**
30 Item 22 Cartridge from Item 20 Box with tape (SFCSSO Item #140) (1B12, E6842262) **Dummy**
31 Item 23 ~~Cartridge from Item 23 (SFCSSO Item #211) (1B16, E6842266)~~
32 Item 24 ~~Cartridge from Item 24 (SFCSSO Item #211) (1B16, E6842266)~~
33 Item 24-1 Cartridge from Item 24 (SFCSSO Item #211) (1B16, E6842266) **Live**
34 Item 25 ~~Cartridge from Item 25 (SFCSSO Item #211) (1B16, E6842266)~~
35 Item 25-1 Cartridge from Item 25 (SFCSSO Item #211) (1B16, E6842266) **Live**
36 Item 26 ~~Ammunition box from box at 120 Monroe Street (SFCSSO Item #233) (1B19, E6842269)~~
37 Item 27 ~~Tray from Item 27 Ammunition box (SFCSSO Item #233) (1B19, E6842269)~~
38 Item 28 Cartridges from Item 27 Tray (SFCSSO Item #233) (1B19, E6842269) **Live**
39 Item 28-1 Cartridge from Item 28 (SFCSSO Item #233) (1B19, E6842269) **Live**
40 Item 28-2 Cartridge from Item 28 (SFCSSO Item #233) (1B19, E6842269) **Live**
41 Item 29 ~~Ammunition box from box at 120 Monroe Street (SFCSSO Item #233) (1B19, E6842269)~~
42 Item 30 ~~Tray from Item 29 Ammunition box (SFCSSO Item #233) (1B19, E6842269)~~
43 Item 31 Cartridges from Item 30 Tray (SFCSSO Item #233) (1B19, E6842269) **Live**

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49. The results clearly show that live ammunition ended up on the *Rust* prop cart:



50. It also ended up in the bandolier worn by Baldwin:



1 51. The FBI report on the incident shows multiple cartridges of live ammunition seized
2 on the premises of PDQ during the execution of a search warrant, and that ammunition was co-
3 mingled on the premises. Kenney also submitted cartridges to the police that contained live
4 ammunition. As a prop supplier, Kenney and PDQ (located at 126 Monroe Street) should not have
5 stored live ammunition on the same disorganized premises, let alone co-mingled it.

6	Item 23	<u>Cartridge provided by Seth Kenney (SFCSO Item #210) (1B15, E6842265)</u>	Live
7	Item 24	<u>Cartridges provided by Seth Kenney (SFCSO Item #211) (1B16, E6842266)</u>	Live
8	Item 24-1	<u>Cartridge from Item 24 (SFCSO Item #211) (1B16, E6842266)</u>	Live
9	Item 25	<u>Cartridges provided by Seth Kenney (SFCSO Item #211) (1B16, E6842266)</u>	Live
10	Item 32	<u>Cartridge from box at 126 Monroe Street (SFCSO Item #234) (1B20, E6842270)</u>	Live
11	Item 33	<u>Cartridge from box at 126 Monroe Street (SFCSO Item #235) (1B21, E6842271)</u>	Live
12	Item 34	<u>Cartridges from box at 126 Monroe Street (SFCSO Item #235) (1B21, E6842271)</u>	Live
13	Item 34-1	<u>Cartridge from Item 34 (SFCSO Item #235) (1B21, E6842271)</u>	Live
14	Item 34-2	<u>Cartridge from Item 34 (SFCSO Item #235) (1B21, E6842271)</u>	Live
15	Item 35	<u>Cartridge from box at 126 Monroe Street (SFCSO Item #236) (1B22, E6842272)</u>	Live
16	Item 36	<u>Cartridges from box at 126 Monroe Street (SFCSO Item #236) (1B22, E6842272)</u>	Live
17	Item 37	<u>Cartridges from box at 126 Monroe Street (SFCSO Item #236) (1B22, E6842272)</u>	Live

18 **E. Baldwin Arrives on the *Rust* Set, Receives Gun Safety Training, and Begins Filming**

19 52. On Monday, October 11, 2021, Baldwin arrived on the set of *Rust* at the Bonanza
20 Creek Ranch in Bonanza City, New Mexico, several miles southwest of Santa Fe.

21 53. The day after he arrived, Baldwin had training with Gutierrez-Reed, *Rust*'s armorer.
22 Training lasted around 90 minutes. During the session, Gutierrez-Reed reminded Baldwin of gun
23 safety measures he had learned at substantially similar gun trainings throughout his career, such as
24 always putting the gun down immediately once “cut” is called and not to force the gun if it jams.

25 54. But Gutierrez-Reed did not instruct Baldwin to check the gun himself. In fact, she
26 told Baldwin that it was *her* job to check the gun—not his. Similarly, Baldwin believed, based on
27 prior gun safety training he received on movie sets, that actors should *not* unilaterally check guns
28 for live ammunition. If actors want to check a gun for their own peace of mind, they should check
the gun only with the armorer closely supervising the process. In other words, actors may jointly
inspect a gun with the armorer, but never on their own. Baldwin had been told during prior gun

1 safety trainings that a gun must be rechecked and cleared by the armorer if the actor unilaterally
2 checks the gun without the armorer's supervision. Baldwin followed Gutierrez-Reed's instructions
3 during the gun safety training and throughout his time on the *Rust* set.

4 55. Soon after arriving on set, Baldwin had dinner with Hutchins, *Rust's*
5 cinematographer or director of photography, and Souza, *Rust's* director. At dinner, they discussed
6 their creative vision for the film. They had a conversation about how to tell the story of *Rust* through
7 the camera, taking advantage of the vast, quiet expanses of desert at their disposal.

8 56. Hutchins, Baldwin, and Souza believed they were on to something special, a
9 cinematic effort highlighting the beautiful environment of New Mexico. They did not discuss safety
10 at that dinner, and at no point did Baldwin discuss gun safety with anyone beyond Gutierrez-Reed,
11 Zachry, Nicole Montoya, and Halls.

12 57. From the moment Baldwin arrived, the morale on the set and the camaraderie of the
13 crew was apparent. Everyone seemed to be enjoying the experience. *Rust's* filming was proceeding
14 smoothly. Baldwin believed that the cast and crew had high morale and had formed a sense of
15 camaraderie and a joint belief in the film's promise. As the film's Key Second Assistant Director
16 wrote in an email to the cast on October 11, 2021, the day Baldwin arrived on set, "What an
17 incredible first week! Thank you guys all for your incredible patience as we've worked through
18 schedule changes and all the wonderful things that get a movie made. . . . Can't wait for this week!"

19 **From:** "T.C. Barrera" [REDACTED]
20 **Subject:** RUST - BLUE One Liner and Cast DOODs dated 10.11.21
21 **Date:** October 11, 2021 at 6:50:59 PM MDT
22 **To:** undisclosed-recipients;;
23
24 RUST CAST!
25
26 What an incredible first week! Thank you guys all for your incredible patience as we've worked through
27 schedule changes and all the wonderful things that get a movie made.
28
29 Please see attached below the BLUE One Liner and Cast DOODs dated 10.11.21.
30
31 Please let me know if you have any questions or concerns!
32
33 Can't wait for this week!
34 --
35 Best,
36 Tim Barrera - Key 2nd Assistant Director
37 **Cel: 818.5196984**

1 58. During his time at Bonanza Creek Ranch, Baldwin never personally observed, was
2 informed of, or became aware of any safety issues on *Rust*'s set.

3 59. Late in the day of October 20, as production was wrapping, Baldwin had a brief
4 conversation with Lane Luper, a camera assistant on the *Rust* crew. Luper thanked Baldwin for his
5 support on social media of IATSE (International Alliance of Theatrical Stage Employees), which
6 had been threatening a strike. Baldwin told Luper that if IATSE did indeed go on strike, Screen
7 Actors Guild would strike in solidarity.

8 60. During their conversation, Luper told Baldwin that the set of *Rust* had "some
9 problems." The only "problem" that Luper mentioned, however, was his desire for better hotel
10 rooms for his team. Luper never mentioned any issues regarding gun safety.

11 61. Baldwin asked Luper if he would be on set the following day and said that they could
12 continue to speak about the hotel issue then. Baldwin intended to consider the matter and, if he
13 agreed that different hotel rooms were needed for Luper's camera crew, was prepared, once again,
14 to pay for them out of his own compensation.

15 62. However, Luper and his team later decided to quit the *Rust* crew.

16 **II. THE EVENTS OF OCTOBER 21, 2021**

17 63. On October 21, 2021, the *Rust* cast and crew were preparing to rehearse a scene in
18 the small church at Bonanza Creek Ranch. In the scene, Baldwin's character, Harland Rust, takes
19 cover in the church after a shootout. The scene involves a close-up view of a firearm: a gun held by
20 Rust that he is required to "cock" before a shootout begins of shotguns "boom[ing]" and "Colts
21 exploding." The scene unfolds as follows, with bracketed ellipses to shorten the script:

22 INT. CHURCH - SAME

23 Lucas hauls Rust in. They collapse in a pew. Lucas propping him back up. Rust groaning
24 in pain. Breath labored...

25 LUCAS

26 I'm gonna find some help...

27 RUST

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...don't need no damn help...

LUCAS

You're gonna die if I don't. Blood already pooling under the pew...

LUCAS (CONT'D)

...I'll go find someone... just wait here...

EXT. TOWN - SAME

Lucas comes out, goes looking for help. Wood and Bass joined out on the porch now by the LaFontaines and Reed and Miller. Checking weapons, tying down holsters...

[. . .]

INT. CHURCH - SAME

A door opens quietly. Wood and Bass enter. Colts level. Rust in a pew up ahead. Back to them. Wood and Bass fanning out...

WOOD

Harland Rust...

He doesn't answer. Doesn't move. Nothing...

WOOD (CONT'D)

Want you to stand up nice and slow, toss any weapons you got...

Rust still. Hand moving almost unnoticeably. Slips a Colt from its holster. Wood advancing slowly...

WOOD (CONT'D)

Jack!...

Reed and Miller come in the front. Rifles up. Fanning slowly...

WOOD (CONT'D)

Ain't no iteration you walk outta this church less'n you stand up slow and toss them guns...

Rust's Colt COCKED quietly now...

[. . .]

INT. CHURCH - SAME

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Wood and his Men SPIN. All Rust needs. *Colts EXPLODING.*

A. The Morning of October 21, 2021

64. On the morning of October 21, Hutchins, Souza, and Baldwin convened in the church to discuss how to film an “insert shot” of the gun. This is, essentially, a close-up focused on the gun. When the cast and crew broke for lunch, *Rust’s* armorer, Gutierrez-Reed, took the gun from Baldwin that he had been holding in rehearsals.

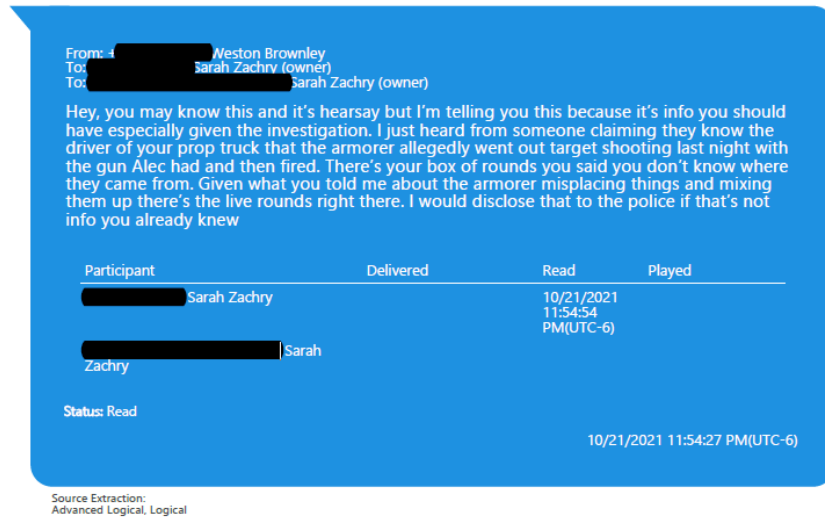
65. Gutierrez-Reed relieved Baldwin of the weapon most of the time. At other times, however, due to space limitations on set, Gutierrez-Reed was asked to clear the set after checking the weapons. In Gutierrez-Reed’s absence, Baldwin was relieved of the weapon by Halls, *Rust’s* assistant director, who also was responsible for handling guns on set.

66. On October 21, Gutierrez-Reed relieved Baldwin of the gun shortly before lunch. Unbeknownst to Baldwin, a chain of mistakes and missteps by Cross-Defendants had already been set in motion that would lead to the tragic loss of Hutchins’s life that afternoon.

67. The key responsibility of the armorer and the props master is to ensure the security and safety of the gun, ammunition, or props, respectively, used on set.

68. On the morning of October 21, Zachry and Gutierrez-Reed arrived on the *Rust* set to find that a full box of dummy ammunition had mysteriously appeared. The box had markings similar to those used by Kenney and PDQ to denote dummy ammunition.

1 69. Zachry knew about Gutierrez-Reed “misplacing things and mixing them up,” yet, as
2 far as Baldwin is aware, made no complaints to the production company or others on the set. Crew
3 members have also since reported that Gutierrez-Reed took the prop guns to a shooting range where
4 she loaded them with live ammunition and did target practice.



14 70. Gutierrez-Reed professes to have no knowledge as to the origin of this ammunition.
15 As Gutierrez-Reed stated in her complaint against Kenney, she “was happy that they had a full box
16 of dummy rounds to work with and because Sarah as prop manager had brought dummy boxes to
17 the set in the past as part of her duties, [Gutierrez-Reed] didn't think any more of it at the time.”

18 71. Regardless, Gutierrez-Reed and Zachry maintained a workspace that was as
19 recklessly disorganized as PDQ.

20 72. Police photos taken after the shooting show that boxes of ammunition were stored in
21 the prop truck and prop cart, and loose ammunition was found all over the place. For example:



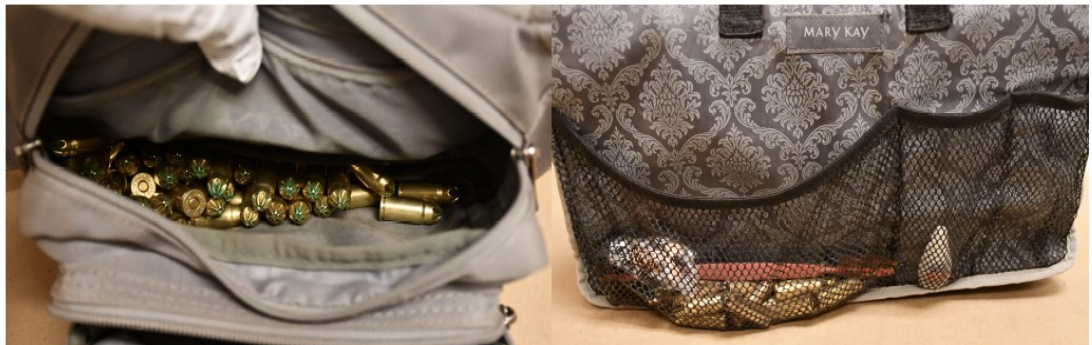
1 73. Loose ammunition was found in the prop truck:
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10 74. Loose ammunition was found in the prop cart:
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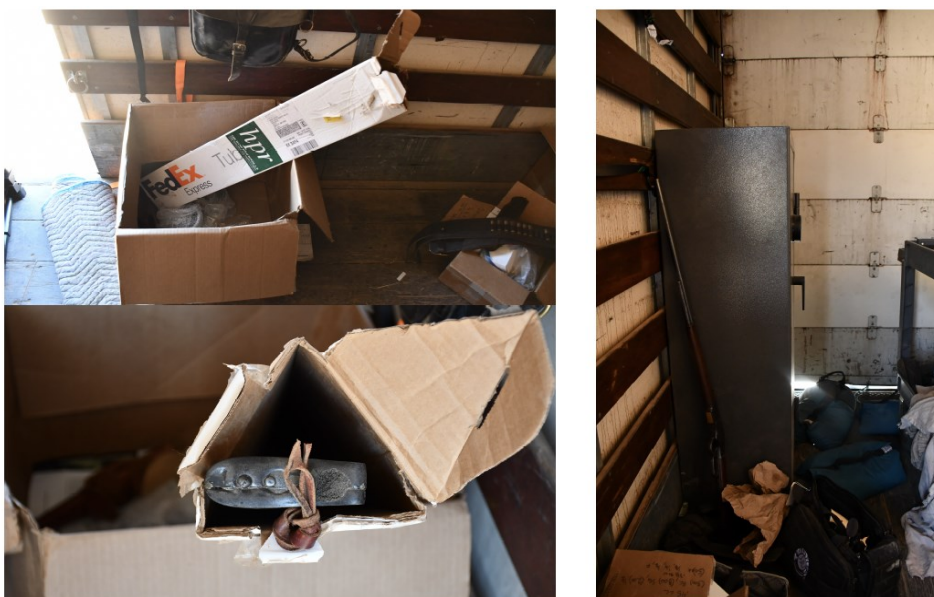
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17 75. Loose ammunition was found in bags:
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24 76. Storing ammunition in an organized manner offers an important layer of security that
25 is required of the armorer profession. By leaving loose ammunition around the set and prop areas,
26 Gutierrez-Reed and Zachry had no way of knowing where each piece of ammunition used in the
27 prop guns originated.
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77. There was also a failure to secure weapons:



78. Police photos confirm that guns were also stored loaded. This is another egregious safety violation by Gutierrez-Reed and Zachry.



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79. And even the bandolier that Zachry gave to Baldwin—and which Baldwin was wearing on his body—contained live ammunition.



1 80. Specifically, the FBI report concluded that double base smokeless powder—a
2 propellant used in firearms—was identified in a cartridge taken from Baldwin’s bandolier.

3 81. Gutierrez-Reed and Zachry negligently performed their duties in numerous other
4 ways leading up to and during the morning of October 21.

5 82. Before loading a weapon, an armorer must check each round to ensure that it is a
6 dummy round. Dummy rounds from afar look like regular ammunition, but they contain a small
7 metal ball (a BB) inside of them. Dummy rounds are distinguishable upon close visual examination
8 by a trained professional (they have a hole in the casing) or upon shaking (they should rattle). It is
9 imperative that the armorer shake one dummy round at a time to ensure that each round rattles from
10 the BB inside. On the other hand, if the armorer shakes multiple rounds at one time, the rattling
11 could be coming from only one of the rounds.

12 83. FBI analysis confirms that Gutierrez-Reed’s fingerprints were on the ammunition
13 box from which Baldwin’s weapon was loaded. Before loading the gun, Gutierrez-Reed claims that
14 she only “shook the [ammunition] box and heard a ‘jingling’ sound, which is what a dummy round
15 box should sound like.”

16 84. Gutierrez-Reed further claims that she checked each round individually before
17 loading it into the chamber of Baldwin’s prop gun. She concedes, however, that while checking she
18 noticed that one of the rounds lacked a hole in the casing. Yet she did not remove the round, prevent
19 the gun from being used in the subsequent scene, or alert anyone on set that the gun was unsafe. As
20 the facts show, Gutierrez-Reed failed to perform her job carefully and as a result a live round was
21 loaded into the gun that she had negligently failed to identify.

22 85. In her interview with the Santa Fe County Sheriff’s Office, Gutierrez-Reed said that
23 before lunch on October 21 she loaded Baldwin’s gun with five dummy rounds. The sixth and final
24 round would not go into the gun because the gun was dirty. After lunch, she cleaned the gun and
25 put another round in, which brought the total to six rounds. She stated that the guns were checked
26 on set; however, she admitted that she “didn’t really check [the gun given to Baldwin] too much”
27 because it had been locked up at lunch.

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1 86. After the incident, Halls brought Gutierrez-Reed the gun; she opened it up and
2 noticed that “one of the dummies had been discharged.” She admitted to the Sheriff that, when she
3 checked the gun, the projectile portion of the discharged round was gone. She also said that it looked
4 like a realistic bullet and that many of the dummies have primer in the hole, but the discharged bullet
5 did not. Although she said that she checked the other rounds and that each had a ringing sound
6 when she shook it, which is indicative that it was a dummy, she admitted that the box of dummies—
7 which was received approximately a week before from Kenney at PDQ—contained some “wonky”
8 rounds. She stated that there may have just been a bad round in the box. Gutierrez-Reed’s
9 admissions demonstrate her failure to properly check the gun, as well as Kenney and PDQ’s failure
10 to supply only dummy ammunition.

11 **B. The Afternoon of October 21, 2021**

12 87. When the cast and crew returned from lunch and resumed preparations for rehearsal
13 inside the church, Halls handed Baldwin the gun. While handing the gun to Baldwin, Halls
14 announced, “We have a cold gun on set.”

15 88. “Cold gun” is a widely accepted and significant term in the film-and-television
16 industry. It refers to a firearm that has no blank rounds, let alone live rounds, loaded into the gun.
17 The announcement of a “cold gun” is meant to assure all present that the gun has just been properly
18 checked for the absence of any ammunition other than dummy rounds, which contain no charge, by
19 those responsible for ensuring its safety.

20 89. As Halls later admitted to script supervisor Mamie Mitchell, before handing the gun
21 to Baldwin, he checked the revolver drum and noticed that one round was different from the others.
22 Mitchell claims that he noted that five of the bullets were “marked” and one was not. Although this
23 account conflicts with Halls’s own statement, it is apparent that Halls either failed to check the gun
24 or failed to voice any concern about the red flag he observed when he checked it. Either failure
25 constitutes negligence, given that Halls was the Safety Coordinator on set and falsely announced to
26 everyone that the gun was safe.

1 90. When receiving the gun and relying on Halls’s representation that it was “cold,”
2 Baldwin did as he had always done and been taught to do throughout his career, always without
3 incident. Specifically, as described above, an actor cannot rule that a gun is safe. That is the
4 responsibility of other people on the set—in this instance, Gutierrez-Reed and Halls. If actors open
5 their own gun on set to confirm the absence of live ammunition outside of the armorer’s close
6 supervision, that gun should be repossessed by the armorer and cleared again. To Baldwin’s
7 knowledge, several other actors on the *Rust* set followed the same process, relying on an appropriate
8 crew member’s representation that a gun was “cold.” Baldwin does not have a gun license, is not a
9 gun owner, and is not a professional weapons expert. Baldwin, like Hutchins and others on set,
10 reasonably placed his trust in the Cross-Defendants—experts that other people had hired— to keep
11 the set safe.

12 91. When the cast and crew resumed work after lunch, Hutchins continued to evaluate
13 her camera angle for the scene inside the church.

14 92. In Baldwin’s extensive experience, the cinematographer or director of photography
15 on a film or television set has significant input into an actor’s performance. While directors bear
16 the ultimate responsibility for helping actors shape their performance, cinematographers have a
17 similar responsibility as relates to what is or is not in the composition of the frame. Hutchins
18 therefore directed Baldwin accordingly.

19 93. Baldwin was sitting in a church pew looking at Hutchins. Baldwin held the gun,
20 which Halls had just announced was safe, in his hand. Hutchins was standing camera right
21 (Baldwin’s left), next to the camera operator, and looking back and forth between Baldwin to her
22 right and the camera operator’s monitor to her left. She was trying to determine how best to angle
23 the camera and what movements Baldwin should make for her to capture the cocked gun that the
24 script called for.

25 94. Baldwin asked Hutchins what she would like to see to prepare her camera angle for
26 the scene. Baldwin pulled the gun out slowly, without issue, and held it still before Hutchins began
27 giving any directions to him. Hutchins described what she would like Baldwin to do with the
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1 placement of the gun, which contained only dummy rounds, as far as everyone was told. She
2 directed Baldwin to hold the gun higher, to a point where it was directed toward her. She was
3 looking carefully at the monitor and then at Baldwin, and then back again, as she gave these
4 instructions. In giving and following these instructions, Hutchins and Baldwin shared a core, vital
5 belief: that the gun was “cold” and contained no live rounds. Hutchins would have never told
6 Baldwin to point the gun in her direction, and Baldwin would never have done so, if either believed
7 there were gun safety issues on set or Cross-Defendants had carelessly performed their jobs.

8 95. Baldwin asked Hutchins whether she wanted to see him cock the gun, as the script
9 required. She responded yes. Baldwin tipped the gun down somewhat so that the lens of the camera
10 would be able to focus on his hand’s action on the top of the gun. While performing this action,
11 Baldwin asked Hutchins, “Am I holding it too far down?” and “Do you see that?” Hutchins
12 responded that she could see Baldwin’s action from her angle.

13 96. Baldwin then pulled back the hammer, as was required by the script, but not far
14 enough to actually cock the gun.

15 97. When Baldwin let go of the hammer, the gun went off. As later became known, a
16 live bullet discharged from the gun and struck Hutchins, traveling through her body and striking
17 Souza in the shoulder. Both Hutchins and Souza fell to the ground.

18 98. Immediately following the discharge, a sense of panic and confusion descended upon
19 the *Rust* set. No one understood what had happened. Baldwin and others on the scene were ordered
20 to leave the set, as medics began to render aid to Hutchins and Souza.

21 99. Outside the church, Baldwin and others began to talk to each other to try to piece
22 together what had just happened. Baldwin thought Hutchins may have fainted or had a heart attack.
23 He was also confused about why Souza was screaming in pain, unaware that a live bullet had struck
24 him.

25 100. One individual suggested that a stone might have been lodged in the gun and
26 discharged.

1 101. Another individual suggested that a live round might have been in the gun, but the
2 idea was quickly dismissed by others as farfetched, as two different crew members—Gutierrez-
3 Reed and Halls—were responsible for checking the guns on set to confirm the absence of live
4 ammunition.

5 102. At this time, Mitchell approached Baldwin and said, “You realize you’re not
6 responsible for any of what happened in there, don’t you?” Yet Mitchell is now suing Baldwin in
7 this action.

8 103. After some time, a helicopter arrived and transported Hutchins to the hospital.

9 104. Souza was taken to the hospital by ambulance.

10 105. Law enforcement had also arrived on the scene and began speaking with those who
11 were involved in the incident.

12 106. Baldwin willingly sat for an interview with the Santa Fe County Sheriff’s Office for
13 nearly two hours, declining their invitation to have a lawyer present because he has nothing to hide.
14 He has continued to cooperate with the Sheriff’s Office and District Attorney in the hope that they
15 get to the truth of what actually transpired—who brought the live ammunition on the set, who put it
16 in the gun, and why the experts who were hired to check the gun did not detect the bullet.

17 107. At the conclusion of his initial interview with the Sheriff’s Office, Baldwin’s
18 interviewer slid her phone across the table and showed him a photograph of the object that had just
19 been removed from Souza’s shoulder at the hospital, a .45 caliber slug.

20 108. Baldwin recognized the object as a live bullet, and he finally began to comprehend
21 what had transpired on the set of Rust that day. He was shocked. In his mind, it was outside the
22 realm of all possibility that a live bullet could have been present on the ranch property or on the
23 prop truck, let alone in the gun itself, a gun declared “cold” by a person with responsibility for
24 checking it. And yet the unthinkable had happened.

25 109. Souza was treated at the hospital and recovered. Tragically, Hutchins died of her
26 injuries.

1 **III. EVENTS AFTER OCTOBER 21, 2021**

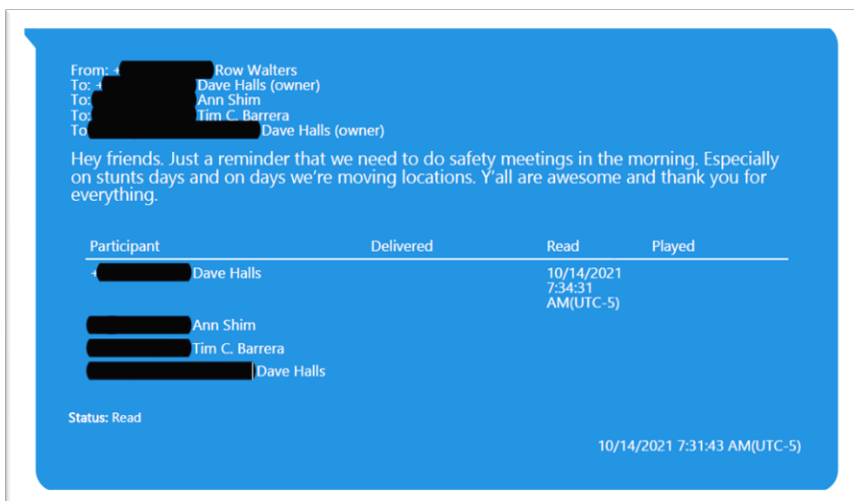
2 110. In the months since Hutchins’s tragic death, substantial law enforcement and
3 investigatory resources have been spent to determine exactly what went wrong. The investigation
4 has not resolved the exact chain of events, but it has brought to light numerous safety lapses that
5 contributed to the environment that allowed this tragedy to happen.

6 111. New Mexico’s Occupational Health and Safety Bureau (OHSB) found that the *Rust*
7 set had numerous safety violations and specifically noted Halls’s and Zachry’s failure to enforce the
8 safety standards as required on set.

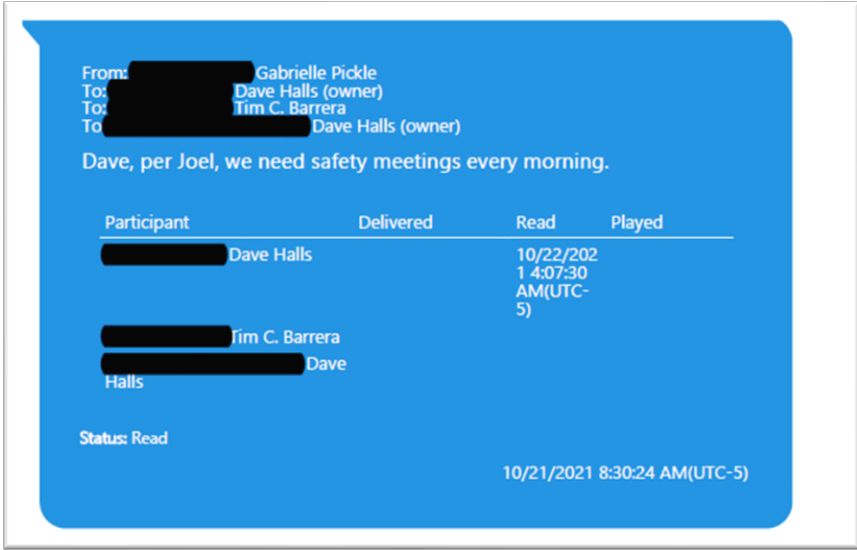
9 112. Safety bulletins, which describe various safety protocols and procedures, were
10 supposed to be attached to the call sheets distributed daily.

11 113. But emails collected show that the safety bulletins were not regularly attached to the
12 call sheets, a fact which Halls conceded in his interview with the OHSB. As such, no one was
13 regularly apprising *Rust*’s crew and staff of safety precautions. As Safety Coordinator, this
14 responsibility fell to Halls.

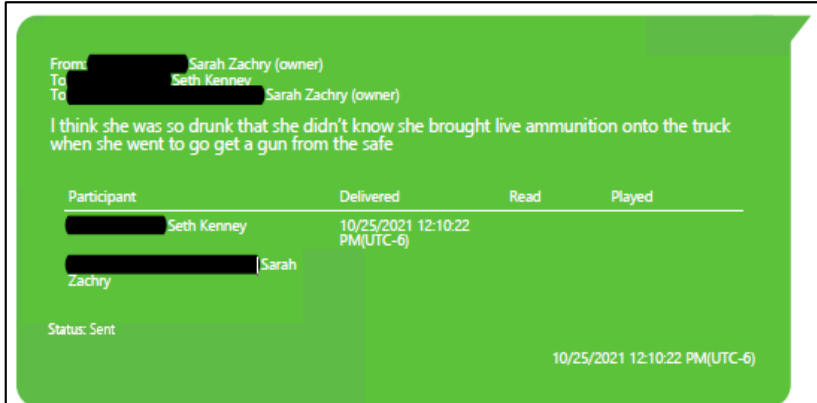
15 114. As Safety Coordinator, Halls was also supposed to hold safety meetings every single
16 day that a firearm was to be used on the *Rust* set. But interviews by the OHSB discovered that Halls
17 did not do so. Text messages to Halls, which show that he had to be reminded multiple times of this
18 responsibility, confirm as much.



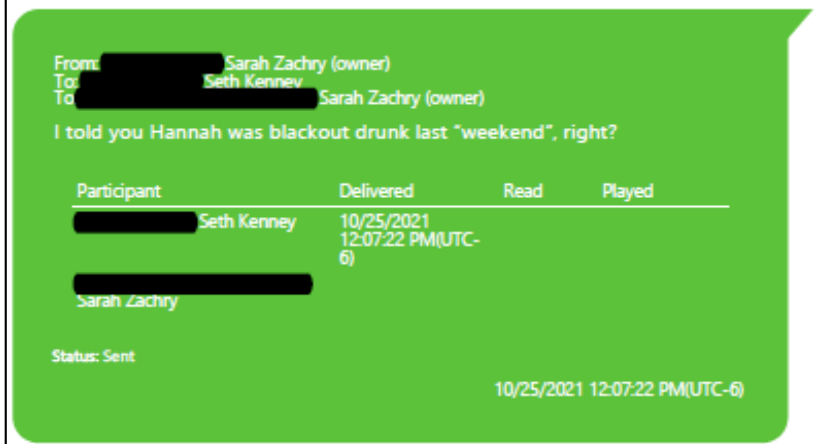
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115. It has also been discovered that Zachry harbored serious reservations regarding Gutierrez-Reed’s performance, including regarding her alcohol use away from set. Zachry did not air these concerns until after the fatal shooting.



Source Extraction:
Advanced Logical, Logical



Source Extraction:
Advanced Logical, Logical


1 116. In interviews with police investigators, Zachry also noted that she was aware that
2 Gutierrez-Reed was using marijuana in her free time off set.

3 117. The FBI has also tested the bullets on set. As alleged above, dozens of them were
4 found to be live ammunition. Under Rust Production's contract with the Bonanza Creek Ranch
5 property owner, however, live ammunition was banned from the set. As a matter of law, under no
6 circumstances were live bullets to have been brought to the Rust set or even on the property, and
7 Baldwin had no reason to believe that they had.

8 118. The FBI tested numerous cartridges on set and identified smokeless powder, an
9 explosive, in many of them.

10 119. The FBI also found Gutierrez-Reed's fingerprints on an ammunition box (Item 11)
11 containing live ammunition:

12

Individual(s) for Comparison			
Letter Designation	Name	UCN/DOB	Record Information
A	HANNAH GUTIERREZ	---	Item 15 (no other record located)
B	SARAH ZACHRY	---	Item 17 (no other record located)
C	DAVID HALLS	---	Item 19 (no other record located)
D	ALEX RAE BALDWIN		Record located

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Results of Examinations										
GUTIERREZ (A) ZACHRY (B) HALLS (C) BALDWIN (D)										
Item Number	Analysis			Comparison	Evaluation				NGI Comparisons	
	Total	Fingerprint	Palm print	Impression	Individuals	Anatomical Source	Identification	Exclusion		Inconclusive
Item 11	10	P1 ¹	---	---	A-D	---	---	---	---	Yes
		P2 ¹	---	---	A-D	---	---	---	---	No
		P3 ¹	---	---	A-D	---	---	---	---	Yes
		P4 ¹	---	---	A-D	---	---	---	---	No
		P5 ¹	---	---	A-D	---	---	---	---	Yes
		P6 ¹	---	---	A-D	---	---	---	---	No
		P8	---	---	A-D	#4	A	---	---	Yes
		P9 ¹	---	---	A-D	---	---	---	---	No
		P10 ¹	---	---	A-D	---	---	---	---	Yes
		P11	---	---	A-D	#1	A	---	---	No
Total prints suitable for comparison:	10									

120. To make matters worse, it turns out that the gun given to Baldwin to use on the *Rust* set was in poor condition. During the FBI’s accidental discharge testing of the gun, portions of the trigger sear and cylinder stop fractured while the hammer was struck. The fracture of these internal components allowed the hammer to fall and the firing pin to detonate the primer. Notably, that was the only successful discharge of a bullet while testing the gun, which the FBI could not get to fire even when pulling the trigger because of various problems with the weapon that Kenney negligently supplied (e.g., misalignment).

121. The *Rust* film had numerous scenes in which the actors engaged in shootouts. As alleged above, for example, the script of the scene Baldwin was rehearsing in the church ended with “Colts Exploding.” Baldwin himself and numerous others on set could have been in the cross-fire of live bullets had that scene played out. There are other catastrophic possibilities. Here are still images from the *Rust* filming where actor Travis Fimmel is pressing a cocked gun, with his finger on the trigger, to the back of Brady Noon’s head. Clearly, both believed the set was safe and Cross-Defendants had performed their jobs professionally and competently. Surely, neither would have

1 acted this scene if they knew dozens of live rounds were scattered across the set and the guns Kenney
2 and PDQ supplied were prone to breaking. Cross-Defendants' recklessness put everyone in danger.



8
9 122. The negligence of Gutierrez-Reed, Halls, Kenney, PDQ, and Zachry has caused
10 Baldwin substantial harm.

11 123. Over the last year, Baldwin has suffered substantial damage as a result of the events
12 on October 21. He has suffered physically and emotionally from the grief caused by these events.
13 Not a day goes by that he doesn't think about, and suffer from, the events that happened that day.

14 124. Baldwin has also lost numerous job opportunities and associated income. For
15 example, he's been fired from multiple jobs expressly because of the incident on *Rust* and has been
16 passed over for other opportunities, which is a direct result of the negligence of Cross-Defendants
17 Gutierrez-Reed, Halls, Kenney, PDQ, and Zachry.

18 **FIRST CAUSE OF ACTION**

19 **NEGLIGENCE**

20 **(AGAINST ALL CROSS-DEFENDANTS)**

21 125. Baldwin repeats and realleges each and every allegation set forth above and
22 incorporates them by reference here.

23 126. Gutierrez-Reed, Halls, Kenney, PDQ, and Zachry are all professionals who have
24 expertise working with live and dummy ammunition, firearms, and movie props.

25 127. Cross-Defendants are all professionals who were hired to source dummy ammunition
26 (Gutierrez-Reed and Zachry), supply dummy ammunition (Kenney and PDQ), check the weapons
27 and ammunition on set to ensure that no live ammunition was brought to the set or loaded into the
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1 weapons (Gutierrez-Reed), ensure the safety and proper organization of the props (Zachry), and
2 coordinate and ensure the overall safety of the movie set (Halls). Each Cross-Defendant understood
3 that they were being hired to provide their professional services consistent with the standards of
4 safety governing their profession.

5 128. Cross-Defendants owed the duty to comport themselves in accordance with the
6 standard of conduct of trained safety personnel on a movie set.

7 129. Cross-Defendants' conduct fell far below the duty of care governing their roles and
8 responsibilities on the set of *Rust*.

9 130. Gutierrez-Reed was the armorer for the *Rust* production whose responsibility was to
10 ensure the safe and secure use and storage of weapons and ammunition on set. Gutierrez-Reed
11 breached her duty as an armorer in myriad ways alleged above, including her inadequate inquiry as
12 to the source of the ammunition she was loading into Baldwin's weapon, her failure to confirm that
13 the ammunition she loaded into the gun was actually dummy ammunition, and her disorganized
14 storage of ammunition around the prop cart and prop truck that made intermingling of real and
15 dummy ammunition possible, which led to live ammunition being loaded into Baldwin's weapon
16 on October 21, 2021.

17 131. Halls was the assistant director for the *Rust* production who was also responsible for
18 set safety and handling guns on set. Halls breached his duty as assistant director in numerous ways,
19 including by either failing to adequately check the chamber of the weapon or failing to raise any
20 concern as to what he saw and proceeding to declare a gun "cold" despite any assurance that it was
21 in fact cold, which led to live ammunition being loaded into Baldwin's weapon on October 21, 2021.
22 Halls also breached his duty of care by neglecting his duties as safety coordinator and failing to hold
23 the required safety briefings and to distribute the necessary safety protocols.

24 132. Kenney was the armorer assistant and/or armorer mentor for the *Rust* production and
25 the supplier of the weapons and ammunition for the set. He owns PDQ, which supplied the
26 ammunition to the *Rust* set. Kenney breached his duty by introducing live ammunition on the *Rust*
27 set through the disorder of his supply shop, PDQ, and the intermingling of live and dummy
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1 ammunition despite a clear directive that no live ammunition should ever be on the *Rust* movie set,
2 which led to live ammunition being loaded into Baldwin's weapon on October 21, 2021.

3 133. Zachry was the props master for the *Rust* production who was ultimately responsible
4 for all the props used on set, including the guns. As with Gutierrez-Reed, Zachry breached her duty
5 as props master by, among other things, failing to ensure the safety and security of the weapons and
6 ammunition used on the *Rust* set and failing to adequately maintain the props cart and props truck,
7 which led to live ammunition being loaded into Baldwin's weapon on October 21, 2021. Zachry
8 also breached her duty by failing to report the errant and erratic behavior of Gutierrez-Reed as would
9 be required of someone in the position of props master.

10 134. As a direct, proximate, and foreseeable result of Gutierrez-Reed's, Halls's, Kenney's,
11 PDQ's, and Zachry's breaches of their respective duties, Baldwin has suffered substantial damages
12 and will continue to suffer damages in the future, including physical and emotional injury, missed
13 income from lost business opportunities, and other financial damage.

14 **SECOND CAUSE OF ACTION**

15 **EQUITABLE INDEMNIFICATION**

16 **(AGAINST ALL CROSS-DEFENDANTS)**

17 135. Baldwin repeats and realleges each and every allegation set forth above and
18 incorporates them by reference here.

19 136. As alleged above, Cross-Defendants were obligated to ensure the safe handling and
20 management of firearms on the *Rust* set.

21 137. Cross-Defendants did not ensure the safe handling and management of firearms on
22 the *Rust* set. On the contrary, they left live ammunition in disarray and ultimately delivered a firearm
23 to Baldwin that was loaded, resulting in Hutchins's death.

24 138. As a result of Cross-Defendants' misconduct, Baldwin has substantial damages and
25 will continue to suffer damages in the future.

26 139. Baldwin is entitled to equitable indemnification from Cross-Defendants for his
27 damages, including any damages arising out of Plaintiff Mitchell's claims in this lawsuit.

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DATED: November 11, 2022

Respectfully submitted,

QUINN EMANUEL URQUHART & SULLIVAN, LLP

LUKE NIKAS
ROBERT M. SCHWARTZ

By: /s/ Luke Nikas
Luke Nikas

*Attorneys for Defendant and
Cross-Complainant Alexander R. Baldwin III*

1 **PROOF OF SERVICE**

2 **STATE OF CALIFORNIA, COUNTY OF LOS ANGELES**

3 At the time of service, I was over 18 years of age and not a party to this action. I am
4 employed in the County of Los Angeles, State of California. My business address is 865 South
Figueroa Street, 10th Floor, Los Angeles, California 90017.

5 On November 11, 2022, I served true copies of the following document(s) described as

6 **CROSS-COMPLAINT OF ALEXANDER R. BALDWIN III**

7 on the interested parties in this action as follows:

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6 **BY ELECTRONIC MAIL TRANSMISSION:** Based on a court order or an
7 agreement of the parties to accept service by e-mail or electronic transmission, I caused the
8 document(s) to be sent from e-mail address lorrainerobles@quinnemanuel.com to the persons at
9 the e-mail addresses listed in the Service List. I did not receive, within a reasonable time after the
transmission, any electronic message or other indication that the transmission was unsuccessful.

10 I declare under penalty of perjury under the laws of the State of California that the foregoing
11 is true and correct.

12 Executed on November 11, 2022, at Los Angeles, California

13 */s/ Lorraine Robles*

14 _____
Lorraine Robles