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22 Attorneys for Plaintiffs
23 **OLGA SOLOVEY, ANATOLII ANDROSOVYCH,**
24 **& SVETLANA ZEMKO**

25 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**
26 **FOR THE COUNTY OF LOS ANGELES**

27 **OLGA SOLOVEY, an individual; ANATOLII**
28 **ANDROSOVYCH an individual; and SVETLANA**
ZEMKO;

Plaintiffs,

vs.

RUST MOVIE PRODUCTIONS, LLC., a domestic
limited liability company; ALEXANDER R.
BALDWIN III, an individual; EL DORADO
PICTURES, INC., California corporation; RYAN
DONNELL SMITH, an individual; LANGLEY
ALLEN CHENEY, an individual;
THOMASVILLE PICTURES, LLC, a domestic

CASE NO.: 23STCV02819

COMPLAINT FOR LOSS OF
CONSORTIUM DAMAGES:

- 1. BATTERY**
- 2. INTENTIONAL INFLICTION OF**
EMOTIONAL DISTRESS
- 3. NEGLIGENCE**
- 4. LOSS OF CONSORTIUM**

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

1 limited liability company; ANJUL NIGAM, an
2 individual; BRITTANY HOUSE PICTURES, a
3 business form unknown; HANNAH GUTIERREZ-
4 REED, an individual; SARAH ZACHRY, an
5 individual; SETH KENNEY, an individual; PDQ
6 ARM AND PROP, LLC, a New Mexico limited
7 liability company; DAVID HALLS, an individual;
8 NATHAN KLINGHER, an individual; RYAN
9 WINTERSTERN, an individual; SHORT PORCH
10 PICTURES, LLC, a domestic limited liability
11 company; MATTHEW DELPIANO, an individual;
12 CALVARY MEDIA, INC., a Delaware
13 corporation; GABRIELLE PICKEL, an individual;
14 3RD SHIFT MEDIA, LLC, a domestic limited
15 liability company; KATHERINE WALTERS, an
16 individual; CHRIS M.B. SHARP, an individual;
17 JENNIFER LAMB, an individual; EMILY
18 SALVESON, an individual; STREAMLINE
19 GLOBAL, a business form unknown; and DOES 1
20 through 100, Inclusive;

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Defendants.

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COMES NOW, Plaintiffs OLGA SOLOVEY, an individual, ANATOLII ANDROSOVYCH, an individual, and SVETLANA ZEMKO, an individual, (collectively, “Plaintiffs”) who complain and allege against Defendants RUST MOVIE PRODUCTIONS, LLC., a domestic limited liability company, ALEXANDER R. BALDWIN III, an individual, EL DORADO PICTURES, INC., a California corporation, RYAN DONNELL SMITH, an individual, LANGLEY ALLEN CHENEY, an individual, THOMASVILLE PICTURES, LLC, a domestic limited liability company, ANJUL NIGAM, an individual, BRITTANY HOUSE PICTURES, a business form unknown, HANNAH GUTIERREZ-REED, an individual, SARAH ZACHRY, an individual, SETH KENNEY, an individual, PDQ ARM AND PROP, LLC, a New Mexico limited liability company, DAVID HALLS, an individual, NATHAN KLINGHER, an individual, RYAN WINTERSTERN, an individual, SHORT PORCH PICTURES, LLC, a domestic limited liability company, MATTHEW DELPIANO, an individual, CALVARY MEDIA, INC., a Delaware corporation, GABRIELLE PICKEL, an individual, 3RD SHIFT MEDIA, LLC, a domestic limited

1 liability company, KATHERINE WALTERS, an individual, CHRIS M.B. SHARP, an individual,
2 JENNIFER LAMB, an individual, EMILY SALVESON, an individual, STREAMLINE GLOBAL,
3 a business form unknown, and DOES 1 through 100, inclusive (hereinafter “DEFENDANTS”), the
4 following:

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

9 2. On October 21st, 2021, on the set of the production, “*Rust*”, Defendant
10 ALEXANDER R. BALDWIN III (“Alec Baldwin”/“DEFENDANT BALDWIN”) fired a loaded
11 gun containing a live bullet killing Director of Photography Halyna Hutchins and injuring others
12 who were standing in the line of fire when the gun went off.

13 3. Days before the shooting, a camera operator had reported two unexpected gun
14 discharges during a rehearsal in a cabin on the set of the production of “*Rust*.” “This is super
15 unsafe,” the camera operator wrote in a text message to the “*Rust*” production manager.

16 4. On the day of the shooting, but prior to it, union camera operators and their
17 assistants had walked off the job to protest working conditions, including concerns about safety.

18 5. Safety protocol designed to ensure that firearms would be safely used were ignored,
19 and actions that were taken were against all industry norms, including, without limitation, as
20 follows:

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

- 1 • Against industry protocols, the loaded gun was handed to Alec Baldwin by Assistant
2 Director David Halls and not, as required, by Armorer Hannah Gutierrez-Reed. Guns
3 are never to be handed to an actor by anyone other than the Armorer. Mr. Baldwin,
4 being an industry veteran, knew that the gun in question should not have been handed to
5 him by Assistant Director Halls, and he also knew that he could not rely upon any
6 representation by the Assistant Director that it was a “cold gun” and was safe to use.
- 7 • The industry wide safety bulletin for use of firearms mandates that all firearms are to be
8 treated as though they are loaded because, as Alec Baldwin knew, guns are inherently
9 dangerous weapons. Alec Baldwin should have assumed that the gun in question was
10 loaded, unless and until it was demonstrated to him or checked by him that it was not
11 loaded. He had no right to rely upon some alleged statement by Assistant Director Halls
12 that it was a “cold gun.” Mr. Baldwin cannot hide behind the Assistant Director to
13 attempt to excuse the fact that he did not check the gun himself and yet subsequently
14 cocked and fired the gun that killed Ms. Hutchins.
- 15 • Alec Baldwin, without just cause or excuse, failed to check the gun to see if the firearm
16 was loaded before cocking and firing it.
- 17 • The industry norm is that the Armorer hands the gun to the Actor and demonstrates to
18 the Actor, in this case Alec Baldwin, that the gun chambers are empty. Alec Baldwin
19 knew that this was the norm and that it was not followed. The industry norm and safety
20 bulletin mandates that no one shall be issued a firearm until he or she is trained in safe
21 handling, safe use, the safety lock, and proper firing procedures of guns. Alec Baldwin
22 knew that these were the safety protocols and chose to ignore them.
- 23 • All guns and ammunition are supposed to be secured throughout the production. The
24 Armorer is required to keep all guns and ammunitions locked up, or to stay with the
25 guns and ammunition until they are used. Instead, the Armorer allowed guns and
26 ammunition to be left unattended on a rolling cart outside the Church at midday on
27 Thursday during the lunch break.

1 12. Plaintiffs are informed and believe, and thereon allege, that Defendant
2 ALEXANDER R. BALDWIN III, an individual, is and, at all relevant times, was a resident of New
3 York (“DEFENDANT BALDWIN”). Plaintiffs are further informed and believe, and thereon
4 allege, that DEFENDANT BALDWIN was an actor in and producer of the film “*Rust*” and, at all
5 relevant times, contracted as an individual and/or in his official capacity with the loan-out
6 corporation DEFENDANT EL DORADO PICTURES and/or DOES 1 to 50 to provide said
7 services for the filming of “*Rust*”.

8 13. Plaintiffs are informed and believe, and thereon allege, that Defendant EL
9 DORADO PICTURES is a corporation incorporated in and existing under the laws of the State of
10 California with its principal place of business in California, County of Los Angeles (hereinafter
11 “DEFENDANT EL DORADO PICTURES”). Plaintiffs are further informed and believe, and
12 thereon allege, that EL DORADO PICTURES was the loan-out corporation for Defendant
13 BALDWIN related to the filming of “*Rust*”.

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

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

27 16. Plaintiffs are informed and believe, and thereon allege, that Defendant
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1 THOMASVILLE PICTURES, LLC is a limited liability company organized in and existing under
2 the laws of Georgia with its principal place of business in Thomasville, Georgia (hereinafter
3 “DEFENDANT THOMASVILLE PICTURES”). Plaintiffs are further informed and believe, and
4 thereon allege, that DEFENDANT THOMASVILLE PICTURES is Defendant SMITH’s and
5 Defendant CHENEY’s Georgia-based studio specializing in creating low-budget film projects,
6 including, without limitation, “*Rust*”.

7 17. Plaintiffs are informed and believe, and thereon allege, that Defendant ANJUL
8 NIGAM, an individual, is and, at all relevant times, was a resident of California, County of Los
9 Angeles (“DEFENDANT NIGAM”). Plaintiffs are further informed and believe, and thereon
10 allege, that DEFENDANT NIGAM was a producer of the film “*Rust*” and, at all relevant times,
11 contracted as an individual and/or in his official capacity with Defendant BRITTANY HOUSE
12 PICTURES and/or DOES 1 to 50 to provide said service for the filming of “*Rust*”.

13 18. Plaintiffs are informed and believe, and thereon allege, that Defendant BRITTANY
14 HOUSE PICTURES is a business form unknown (hereinafter “DEFENDANT BRITTANY
15 HOUSE PICTURES”). Plaintiffs are further informed and believe, and thereon allege, that
16 DEFENDANT BRITTANY HOUSE PICTURES was the loan-out corporation for DEFENDANT
17 NIGAM related to the filming of “*Rust*”.

18 19. Plaintiffs are informed and believe, and thereon allege, that Defendant HANNAH
19 GUTIERREZ-REED, an individual, is and, at all relevant times, was a resident of the State of
20 Arizona (“DEFENDANT GUTIERREZ-REED”). Plaintiffs are further informed and believe, and
21 thereon allege, that DEFENDANT GUTIERREZ-REED was, without limitation, the armorer for
22 the film “*Rust*” and, at all relevant times, contracted as an individual and/or in her official capacity
23 with DOES 1 to 50 to provide said service for the filming of “*Rust*”.

24 20. Plaintiffs are informed and believe, and thereon allege, that Defendant SARAH
25 ZACHRY, an individual, is and, at all relevant times, was a resident of the State of California
26 (“DEFENDANT ZACHRY”). Plaintiffs are further informed and believe, and thereon allege, that
27 DEFENDANT ZACHRY was, without limitation, the prop master for the film “*Rust*” and, at all
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1 relevant times, contracted as an individual and/or in her official capacity with DOES 1 to 50 to
2 provide said service for the filming of “*Rust*”.

3 21. Plaintiffs are informed and believe, and thereon allege, that Defendant SETH
4 KENNEY, an individual, is and, at all relevant times, was a resident of the State of Arizona
5 (“DEFENDANT KENNEY”). Plaintiffs are further informed and believe, and thereon allege, that
6 DEFENDANT KENNEY was, without limitation, an armorer assistant for the film “*Rust*” and, at
7 all relevant times, contracted as an individual and/or in his official capacity with DOES 1 to 50 to
8 provide said service for the filming of “*Rust*”.

9 22. Plaintiffs are informed and believe, and thereon allege, that Defendant DAVID
10 HALLS, an individual, is and, at all relevant times, was a resident of the State of New Mexico
11 (“DEFENDANT HALLS”). Plaintiffs are further informed and believe, and thereon allege, that
12 DEFENDANT HALLS was, without limitation, an Assistant Director for the film “*Rust*” and, at all
13 relevant times, contracted as an individual and/or in his official capacity with DOES 1 to 50 to
14 provide said service for the filming of “*Rust*”.

15 23. Plaintiffs are informed and believe, and thereon allege, that Defendant NATHAN
16 KLINGHER, an individual, is and, at all relevant times, was a resident of California, County of Los
17 Angeles (“DEFENDANT KLINGHER”). Plaintiffs are further informed and believe, and thereon
18 allege, that DEFENDANT KLINGHER was a producer of the film “*Rust*” and, at all relevant
19 times, contracted as an individual and/or in his official capacity with Defendant SHORT PORCH
20 PICTURES, LLC and/or DOES 1 to 50 to provide said service for the filming of “*Rust*”.

21 24. Plaintiffs are informed and believe, and thereon allege, that Defendant RYAN
22 WINTERSTERN, an individual, is and, at all relevant times, was a resident of California, County
23 of Los Angeles (“DEFENDANT WINTERSTERN”). Plaintiffs are further informed and believe,
24 and thereon allege, that DEFENDANT WINTERSTERN was a producer of the film “*Rust*” and, at
25 all relevant times, contracted as an individual and/or in his official capacity with Defendant SHORT
26 PORCH PICTURES, LLC and/or DOES 1 to 50 to provide said service for the filming of “*Rust*”.

27 25. Plaintiffs are informed and believe, and thereon allege, that Defendant SHORT
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1 PORCH PICTURES, LLC is a limited liability company organized in and existing under the laws
2 of the State of California with its principal place of business in California, County of Los Angeles
3 (hereinafter “DEFENDANT SHORT PORCH PICTURES”). Plaintiffs are further informed and
4 believe, and thereon allege, that SHORT PORCH PICTURES was the loan-out corporation for
5 DEFENDANT KLINGHER and DEFENDANT WINTERSTERN related to the filming of “*Rust*”.

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

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

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

24 29. Plaintiffs are informed and believe, and thereon allege, that Defendant 3RD SHIFT
25 MEDIA, LLC is a domestic limited liability company organized in and existing under the laws of
26 the State of Georgia with its principal place of business in Norcross, Georgia (hereinafter
27 “DEFENDANT 3RD SHIFT MEDIA”). Plaintiffs are further informed and believe, and thereon
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1 allege, that DEFENDANT 3RD SHIFT MEDIA was the loan-out corporation for DEFENDANT
2 PICKEL related to the filming of “*Rust*”.

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

9 31. Plaintiffs are informed and believe, and thereon allege, that Defendant CHRIS M.B.
10 SHARP, an individual, is and, at all relevant times, was a resident of address unknown
11 (“DEFENDANT SHARP”). Plaintiffs are further informed and believe, and thereon allege, that
12 DEFENDANT SHARP was, without limitation, an executive producer for the film “*Rust*” and, at
13 all relevant times, contracted as an individual and/or in his official capacity with DOES 1 to 50 to
14 provide said service for the filming of “*Rust*”.

15 32. Plaintiffs are informed and believe, and thereon allege, that Defendant JENNIFER
16 LAMB, an individual, is and, at all relevant times, was a resident of address unknown
17 (“DEFENDANT LAMB”). Plaintiffs are further informed and believe, and thereon allege, that
18 DEFENDANT LAMB was, without limitation, an executive producer for the film “*Rust*” and, at all
19 relevant times, contracted as an individual and/or in her official capacity with DOES 1 to 50 to
20 provide said service for the filming of “*Rust*”.

21 33. Plaintiffs are informed and believe, and thereon allege, that Defendant EMILY
22 SALVESON, an individual, is and, at all relevant times, was a resident of address unknown
23 (“DEFENDANT SALVESON”). Plaintiffs are further informed and believe, and thereon allege,
24 that DEFENDANT SALVESON was, without limitation, an executive producer for the film “*Rust*”
25 and, at all relevant times, contracted as an individual and/or in her official capacity with DOES 1 to
26 50 to provide said service for the filming of “*Rust*”.

27 34. Plaintiffs are informed and believe, and thereon allege, that Defendant
28

1 STREAMLINE GLOBAL is a business form unknown (hereinafter “DEFENDANT
2 STREAMLINE GLOBAL”). Plaintiffs are further informed and believe, and thereon allege, that
3 DEFENDANT STREAMLINE GLOBAL was a motion picture development and finance company
4 related to the filming of “*Rust*”.

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

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

1 omissions, without any just cause or excuse, that were reasonably expected to result in the fatal
2 injury suffered by Halyna Hutchins and loss of consortium damages to Plaintiffs with utter
3 disregard for the consequences (*see Delgado v. Phelps Dodge Chino, Inc.* (2001) 34 P.3d 1148,
4 1156):

5 **The Fatal Incident:**

6 **Defendant Baldwin Discharges a Loaded Gun That Kills Halyna Hutchins.**

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

13 43. This case arises out of the October 21, 2021, deadly discharge of a loaded gun by
14 DEFENDANT BALDWIN that occurred on the set of the western-themed motion picture "*Rust*", a
15 film project that DEFENDANTS knew would necessitate the use of numerous weapons used by the
16 filming crew throughout "*Rust's*" anticipated 21-day shoot. The shot fired by DEFENDANT
17 BALDWIN killed "*Rust*" Director of Photography, Halyna Hutchins ("Halyna
18 Hutchins"/"Halyna").

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

21 45. At the time of the fatal incident on that day, Halyna Hutchins was standing less than
22 four feet away from DEFENDANT BALDWIN when he aimed the gun in her direction and
23 subsequently discharged it at her without warning and without necessary and required safety
24 precautions in place. As a result of the discharge of the loaded gun, Halyna was fatally shot and
25 killed.

26 46. Plaintiffs are informed and believe, and thereon allege, that the first 11 days of the
27 production were filled with a variety of safety issues that placed DEFENDANTS, including,
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1 without limitation, producers and others in control of the production, on notice that there were
2 serious safety-related problems on the set that were endangering the cast and crew related to the use
3 of firearms. Plaintiffs are informed and believe, and thereon allege, that, prior to the incident and
4 because of the gross mismanagement of firearms by DEFENDANTS, including, without limitation,
5 *Rust* armorer DEFENDANT GUTIERREZ-REED, live ammunition had been brought onto the
6 filming set and guns had been misfired on set.

7 47. Plaintiffs are informed and believe, and thereon allege, that the cart used for storing
8 the ammunition by DEFENDANT GUTIERREZ –REED and other DEFENDANTS, including,
9 without limitation, the gun discharged by DEFENDANT BALDWIN had been regularly left
10 unattended and mismanaged throughout filming prior to the October 21, 2021 tragic incident.
11 Plaintiffs are further informed and believe, and thereon allege, that DEFENDANTS knew or should
12 have known that loaded firearms were on set before the October 21, 2021 incident because loaded
13 firearms had been used by crew members for target practice against safety protocols that should
14 have been in place but were not. Prior to the October 21, 2021 incident, DEFENDANTS knew or
15 should have known about serious safety violations related to the use of firearms and live
16 ammunition on the set because, without limitation, a number of workers had walked off the job in
17 protest of safety concerns over filming conditions and production issues.

18 48. For the purpose of, without limitation, saving money, DEFENDANTS willfully,
19 knowingly, intentionally, and/or in utter disregard for the known harmful consequences to Halyna
20 Hutchins and other members of the *Rust* crew decided to ignore the known dangers associated with
21 ammunition and/or guns on the set. As a result, DEFENDANTS decided not to even briefly stop the
22 production to search for and/or remove live ammunition from the set, including from weapons,
23 even after it was widely known by them that live ammunition had been introduced onto the set.

24 49. On October 21, 2021, the day of the tragic incident, the first scenes that were filmed
25 that morning before lunch were in the small church on the Bonanza Creek Ranch and included
26 DEFENDANT BALDWIN’S character, an injured “Harland Rust,” and a young boy.

27 50. When the morning filming was completed, everyone broke for lunch. At that time,
28

1 Halyna Hutchins and other crew members met and spoke together to confirm what filming would
2 take place after the lunch break. It was discussed that there would be 3 tight camera shots when
3 filming resumed. One camera shot would be focused on DEFENDANT BALDWIN'S eyes, one
4 would be focused on a blood stain on DEFENDANT BALDWIN'S shoulder, and the third would
5 focus on DEFENDANT BALDWIN'S torso as he reached his hand down to his holster and
6 removed the gun. There was nothing in the script about the gun being discharged by
7 DEFENDANT BALDWIN or by any other person.

8 51. Plaintiffs are informed and believe, and thereon allege that, at the time
9 DEFENDANT BALDWIN discharged the gun inside the church, there was nothing in the script
10 indicating that a firearm was to have been discharged by DEFENDANT BALDWIN.

11 52. Under well-known industry safety practices, if there was to have been any firearm
12 discharged in the upcoming scene according to the script, Halyna Hutchins, along with other crew
13 members present, would have been situated outside of the church when DEFENDANT BALDWIN
14 would be using the firearm inside of the church. There was no such indication in the script. Under
15 well-known industry safety practices, had the script called for a firearm to be discharged, Halyna,
16 along with other crew members present, would have been required to view the discharging of the
17 gun via exterior monitors that would have been set up outside of the church. None of these
18 protocols and precautions had been taken since the script did not indicate that a firearm was to be
19 discharged by DEFENDANT BALDWIN or anyone else.

20 53. No notice of any discharge of a firearm was given to anyone present prior to the
21 deliberate acts giving rise to these claims. Prior to, and at the time of DEFENDANT BALDWIN'S
22 discharge of the loaded gun, no rehearsal had been called, and the crew had not commenced
23 filming. The fact that no rehearsal had taken place and that no filming had commenced is
24 evidenced by the fact that the slate, which designates the scene to be filmed, had not yet been
25 changed to reflect the upcoming scene. Based upon information and belief, prior to discharge,
26 DEFENDANT GUTIERREZ-REED, the film's Armorer, recklessly took 3 firearms from the
27 mismanaged and often unattended cart that contained loaded guns and placed them at the upcoming
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1 scene's location. Against all safety protocols, standards, and practices, DEFENDANT HALLS,
2 who was an Assistant Director and not an Armorer, recklessly handed, and was permitted to hand,
3 DEFENDANT BALDIN a loaded firearm that constituted a concealed deadly weapon, in violation
4 of, without limitation, N.M. Stat. Ann. § 30-7-2.

5 54. Immediately prior to DEFENDANT BALDWIN'S deliberate, but to crew members'
6 unexpected, discharge of the concealed loaded gun, the cast and a number of crew members,
7 including, without limitation, DEFENDANT BALDWIN and Halyna Hutchins, were in very close
8 proximity with one another inside the church for the afternoon scene. Specifically, DEFENDANT
9 BALDWIN was in the church sitting in a pew wearing a holster with a gun that had been handed to
10 him earlier by DEFENDANT HALLS. Several other crew members were also inside the church,
11 including, but not limited to, a script supervisor, wardrobe person, a camera operator, and a gaffer.
12 At that time, Halyna was less than 4 feet from where DEFENDANT BALDWIN was seated, and
13 she had Script Supervisor Mamie Mitchell immediately to her right with Director Souza standing
14 behind her.

15 55. Plaintiffs are informed and believe, and thereon allege that, against basic safety
16 protocols, at no time prior to the incident was Halyna Hutchins or the rest of the crew present
17 advised that the gun was loaded or that it would be discharged. At no time prior to DEFENDANT
18 BALDWIN'S discharge of the gun were ear protectors provided to individuals in the church, which
19 were required by safety protocols if a gun was expected to be discharged. Furthermore, contrary to
20 basic safety protocols, there was limited plexiglass in the church. Safety protocols were not put
21 into place, including, without limitation, that Plaintiff and other crew members be situated outside
22 of the church viewing the actions via exterior monitors.

23 56. Shortly before DEFENDANT BALDWIN fired the loaded gun, DEFENDANT
24 BALDWIN was moving the loaded gun within approximately 4 feet in front of Halyna Hutchins
25 and other crew members. The crew members in close proximity of DEFENDANT BALDWIN,
26 including Halyna, were unaware that the gun was loaded. At the time, Hutchins was leaning down
27 in line with the camera setting up the upcoming scene. Director Souza was behind Hutchins.
28

1 57. Suddenly and without warning, a shocking and deafening sound and force from the
2 gunshot was heard. Soon thereafter, crew members witnessed the horror of what had occurred.
3 Director Souza was doubled over and moaning as a result of being shot by DEFENDANT
4 BALDWIN. Halyna Hutchins, who had also been shot by DEFENDANT BALDWIN, was on
5 the ground, not moving.

6 58. The gunshot would eventually take Halyna’s life.

7 59. At approximately 1:46 p.m., a 911 call was made by Script Supervisor Mamie
8 Mitchell. It was communicated to the 911 operator that they needed to send help immediately
9 because two crew members had been shot.

10 60. As a direct and proximate cause of this tragic incident involving the fatal shooting of
11 Halyna Hutchins, the lives of Halyna’s surviving mother Olga Solovey, surviving father Anatolii
12 Androsovyeh, and surviving younger sister Svetlana Zemko will never be the same. As a result of
13 Halyna’s death, Halyna’s surviving family members have suffered substantial and foreseeable
14 compensable loss of consortium damages, including, without limitation, as a result of direct injury
15 to Plaintiffs’ relational interest with Halyna as her surviving mother, father, and younger sister.
16 Plaintiffs are entitled to loss of consortium damages for the emotional distress due to the harm to
17 their close relationship with Halyna that was caused by the tortious conduct of DEFENDANT
18 BALDWIN described herein. Plaintiffs have suffered substantial damages in an amount which
19 cannot presently be ascertained, but which Plaintiffs believe is within the jurisdictional limits of this
20 Court, according to proof at time of trial.

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

24 61. Plaintiffs are informed and believe, and thereon allege, that New Mexico-based
25 DEFENDANT RUST MOVIE PRODUCTIONS was formed for the purpose of filming the motion
26 picture “Rust”. It shares the same principal place of business as DEFENDANT SMITH and
27 DEFENDANT CHENEY’S Georgia-based studio, DEFENDANT THOMASVILLE PICTURES,
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1 in Thomasville, Georgia. Plaintiffs are informed and believe, and thereon allege, that
2 DEFENDANT SMITH and DEFENDANT CHENEY both serve as executive officers of
3 DEFENDANT RUST MOVIE PRODUCTIONS and producers for “*Rust*”.

4 62. Plaintiffs are informed and believe, and thereon allege, that, since its formation on or
5 about February 2017, Georgia-based DEFENDANT THOMASVILLE PICTURES, owned by
6 DEFENDANT SMITH and DEFENDANT CHENEY, has staked out a reputation in the movie-
7 making industry as a low-budget studio. Plaintiffs are informed and believe, and thereon allege,
8 that as part of its practice of making films on ever-shrinking budgets in states like New Mexico and
9 Georgia, and other states and locales with fewer regulations than in Hollywood, DEFENDANT
10 THOMASVILLE PICTURES, run by DEFENDANT SMITH and DEFENDANT CHENEY,
11 intentionally implements cost-cutting practices constituting intentional acts and/or omissions,
12 without any just cause or excuse, that were reasonably expected to result in the injuries suffered by
13 Halyna Hutchins and others with utter disregard for the harmful consequences.

14 63. Plaintiffs are informed and believe, and thereon allege, that THOMASVILLE
15 PICTURES’ cost-cutting practices include, without limitation, failing to follow basic and standard
16 safety protocols and practices, forcing production crews to adhere to rushed and unreasonable
17 production schedules, and hiring crew members and other staff that often lacked the knowledge,
18 expertise, and experience to adequately ensure their safety and the safety of others during
19 filmmaking.

20 64. Plaintiffs are informed and believe, and thereon allege, that DEFENDANT RUST
21 MOVIE PRODUCTIONS was intentionally formed in 2021 by, without limitation, DEFENDANT
22 SMITH and DEFENDANT CHENEY within the same cost-cutting mold as DEFENDANT
23 THOMASVILLE PICTURES – to produce “*Rust*” on a low budget and cost-cutting scheme that
24 was known to create unsafe conditions for movie production crews. Despite this knowledge,
25 DEFENDANTS continued the production of “*Rust*”. Those responsible for the unsafe conditions
26 include, without limitation, executive producers, producers, and/or financiers for “*Rust*,” including,
27 without limitation, DEFENDANT RUST MOVIE PRODUCTIONS, DEFENDANT BALDWIN,
28

1 DEFENDANT EL DORADO PICTURES, DEFENDANT SMITH, DEFENDANT CHENEY,
2 DEFENDANT THOMASVILLE PICTURES, DEFENDANT KLINGHER, DEFENDANT
3 WINTERSTERN, DEFENDANT SHORT PORCH PICTURES, DEFENDANT NIGAM,
4 DEFENDANT BRITTANY HOUSE PICTURES, DEFENDAN DELPIANO, DEFENDANT
5 CALVARY MEDIA, DEFENDANT PICKEL, DEFENDANT 3RD SHIFT MEDIA,
6 DEFENDANT SHARP, DEFENDANT LAMB, DEFENDANT SALVESON, DEFENDANT
7 STREAMLINE GLOBAL, and DOES 1 to 100 (hereinafter collectively, “DEFENDANT
8 PRODUCERS”).

9 65. Plaintiffs are informed and believe, and thereon allege, that DEFENDANT
10 PRODUCERS intended to cut through what was considered derisively as red tape common in
11 Hollywood-based productions by running some of “*Rust*’s” filmmaking apparatus out of Georgia
12 and New Mexico.

13 66. Plaintiffs are informed and believe, and thereon allege, that as part of the cost-
14 cutting measures taken to produce “*Rust*” within the low-budget mold, DEFENDANT
15 PRODUCERS intentionally failed to hire experienced crew members to manage and handle the
16 numerous weapons that were to be used in the film “*Rust*”, an outlaw western-themed film that was
17 known to involve the use of numerous firearms, considered an ultrahazardous activity throughout
18 its filming.

19 67. Plaintiffs are informed and believe, and thereon allege, that instead of hiring an
20 experienced armorer to manage and handle the numerous weapons, including the loaded gun fired
21 by DEFENDANT BALDWIN at Halyna Hutchins that killed her, DEFENDANT PRODUCERS
22 instead hired 24-year old DEFENDAN GUTIERREZ-REED as an armorer for “*Rust*”. Plaintiffs
23 are informed and believe, and thereon allege, that DEFENDANT GUTIERREZ-REED, who
24 DEFENDANTS, including, without limitation, DEFENDANT PRODUCERS, knew had only
25 worked as an armorer in 1 previous film, was intentionally hired by DEFENDANT PRODUCERS
26 as part of the cost-cutting measures intentionally implemented by DEFENDANT PRODUCERS to
27 film “*Rust*” as a low-budget film.
28

1 68. Plaintiffs are informed and believe and thereon allege that DEFENDANTS allowed
2 live ammunition on the production of “*Rust*”. Live ammunition is visibly different from blanks used
3 on movie sets, and, as such, it was apparent to DEFENDANTS that live ammunition, which had
4 absolutely no legitimate role in the production of “*Rust*” was present on the set and posed a danger
5 to cast and crew. Plaintiffs are further informed and believe that DEFENDANTS, and each of them,
6 were at all relevant times aware that weapons with live ammunition had been discharged from the
7 guns to be used on the location of this production.

8 69. A firearm is a dangerous instrumentality and DEFENDANTS were, at all relevant
9 times, subject to heightened duties of care toward Halyna Hutchins and others exposed to firearms,
10 particularly loaded ones.

11 70. Plaintiffs are informed and believe, and thereon allege, that DEFENDANT
12 PRODUCERS knew that the intentional hiring of DEFENDANT GUTIERREZ-REED as armorer
13 for “*Rust*” placed crew members in unreasonably unsafe and dangerous contexts but, due to their
14 goal of producing “*Rust*” on a shoe string budget, intentionally decided to hire her based upon
15 economic considerations – or profit – rather than based upon ensuring the safety and well-being of
16 crew members, including, without limitation, of Halyna Hutchins.

17 71. Plaintiffs are informed and believe, and thereon allege, that DEFENDANT
18 PRODUCERS knew about the unreasonably unsafe and dangerous contexts in which they were
19 placing “*Rust*” crew members during the filming of “*Rust*” due to previous implementation of cost-
20 cutting filmmaking measures in other projects and due to at least 2 instances of weapons misfiring
21 during the filming of “*Rust*” prior to DEFENDANT BALDWIN’S deadly shooting of Halyna
22 Hutchins.

23 72. Plaintiffs are informed and believe, and thereon allege, that, prior to DEFENDANT
24 BALDWIN’S fatal shooting, DEFENDANT PRODUCERS knew about the unreasonably unsafe
25 and dangerous conditions that existed, because, without limitation, there had been numerous prior
26 misfiring incidents involving weapons during production of “*Rust*”. Plaintiffs are further informed
27 and believes, and thereon allege, that, despite these instances, DEFENDANT PRODUCERS
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1 intentionally failed to take the standard precautions and implement standard safety protocols for the
2 safe use of weapons during the filming of “*Rust*” because of their prioritization of profit over the
3 safety and well-being of crew members, including, without limitation, of Halyna Hutchins.

4 73. Plaintiffs are informed and believe, and thereon allege, that the actions of
5 DEFENDANT PRODUCERS constituted intentional acts and/or omissions, without any just cause
6 or excuse, that were reasonably expected to result in the fatal injury suffered by Halyna Hutchins
7 and loss of consortium damages to Plaintiffs with utter disregard for the consequences and/or
8 wanton conduct with utter indifference to and/or conscious disregard for the rights and safety of
9 others, including, without limitation, of Halyna Hutchins.

10 74. Plaintiffs are informed and believe and thereon allege that DEFENDANTS,
11 including DEFENDANT PRODUCERS, allowed live ammunition on the production of “*Rust*”.

12 **FIRST CAUSE OF ACTION**

13 **(Loss of Consortium Damages for Battery against DEFENDANT BALDWIN)**

14 75. Plaintiffs incorporate herein by reference, each and every allegation and statement
15 contained in paragraphs 1 through 74, *supra*, as if the same had been set forth fully below.

16 76. Plaintiffs are informed and believe, and thereon allege, that DEFENDANTS,
17 including, without limitation, DEFENDANT BALDWIN, engaged in, without limitation,
18 intentional acts and/or omissions, without any just cause or excuse, that were reasonably expected
19 to result in the fatal injury suffered by Halyna Hutchins and loss of consortium damages to
20 Plaintiffs with utter disregard for the harmful consequences (*see Delgado v. Phelps Dodge Chino,*
21 *Inc.* (2001) 34 P.3d 1148, 1156).

22 77. Plaintiffs are informed and believe, and thereon allege, that DEFENDANT
23 BALDWIN committed battery against Halyna Hutchins by intentionally acting, without just cause,
24 when pointing and discharging a loaded gun towards her that resulted in Halyna’s death.

25 78. Shortly before DEFENDANT BALDWIN fired the loaded gun, DEFENDANT
26 BALDWIN was within approximately 4 feet in front of Halyna Hutchins, including while he was
27 moving the loaded gun on the set and aiming the weapon in her direction.

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

13 80. At the time DEFENDANT BALDWIN pointed and discharged the gun, neither
14 filming nor rehearsal had commenced. As a result of the DEFENDANT BALDWIN's discharge
15 of the loaded weapon pointed at Halyna Hutchins and other crew members in close proximity to
16 DEFENDANT BALDWIN, a bullet entered Halyna Hutchins' body, and she was on the ground,
17 not moving. The gunshot would eventually take Halyna's life.

18 81. As a direct and proximate cause of DEFENDANT BALDWIN's fatal shooting of
19 Halyna Hutchins, the lives of Halyna's surviving mother Olga Solovey, surviving father Anatolii
20 Androsovyh, and surviving younger sister Svetlana Zemko will never be the same. As a result of
21 Halyna's death, Halyna's surviving family members have suffered substantial and foreseeable
22 compensable loss of consortium damages, including, without limitation, as a result of direct injury
23 to Plaintiffs' relational interest with Halyna as her surviving mother, father, and younger sister.
24 Plaintiffs are entitled to loss of consortium damages for the emotional distress due to the harm to
25 their close relationship with Halyna that was caused by the tortious conduct of DEFENDANT
26 BALDWIN described herein. Plaintiffs have suffered substantial damages in an amount which
27 cannot presently be ascertained, but which Plaintiffs believe is within the jurisdictional limits of this
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1 Court, according to proof at time of trial.

2 82. Plaintiffs are informed and believe, and thereon allege, that the actions of
3 DEFENDANT BALDWIN constituted intentional acts and/or omissions, without any just cause or
4 excuse, that were reasonably expected to result in the fatal injury suffered by Halyna Hutchins and
5 loss of consortium damages to Plaintiffs with utter disregard for the consequences and/or wanton
6 conduct with utter indifference to and/or conscious disregard for the rights and safety of others,
7 including, without limitation, of Halyna Hutchins.

8 **SECOND CAUSE OF ACTION**

9 **(Loss of Consortium Damages for Intentional Infliction of Emotional Distress against**
10 **DEFENDANT BALDWIN)**

11 83. Plaintiffs incorporate herein by reference, each and every allegation and statement
12 contained in paragraphs 1 through 82, *supra*, as if the same had been set forth fully below.

13 84. Plaintiffs are informed and believe, and thereon allege, that DEFENDANT
14 BALDWIN, engaged in, without limitation, intentional acts and/or omissions, without any just
15 cause or excuse, that were reasonably expected to result in the fatal injury suffered by Halyna
16 Hutchins and loss of consortium damages to Plaintiffs with utter disregard for the harmful
17 consequences (*see Delgado v. Phelps Dodge Chino, Inc.* (2001) 34 P.3d 1148, 1156).

18 85. Plaintiff are informed and believe, and thereon allege, that the conduct of
19 DEFENDANT BALDWIN when he pointed and discharged a loaded gun at Halyna Hutchins that
20 killed her constituted extreme and outrageous conduct under the facts and circumstances of the
21 “*Rust*” filmmaking.

22 86. Plaintiffs are informed and believe, and thereon allege, that DEFENDANT
23 BALDWIN engaged in intentional acts and/or omissions, without any just cause or excuse, that
24 were reasonably expected to result in the fatal injury suffered by Halyna Hutchins and loss of
25 consortium damages to Plaintiffs

26 87. As a result of DEFENDANT BALDWIN’S intentional acts and/or omissions
27 without justification and in utter disregard for the consequences, Halyna Hutchins was killed and
28

1 Plaintiffs suffered and continues to suffer, without limitation, severe emotional distress as Halyna's
2 surviving mother, father, and younger sister.

3 88. As a direct and proximate cause of DEFENDANT BALDWIN's fatal shooting of
4 Halyna Hutchins, the lives of Halyna's surviving mother Olga Solovey, surviving father Anatolii
5 Androsovych, and surviving younger sister Svetlana Zemko will never be the same. As a result of
6 Halyna's death, Halyna's surviving family members have suffered substantial and foreseeable
7 compensable loss of consortium damages, including, without limitation, extreme and severe
8 emotional distress as a result of direct injury to Plaintiffs' relational interest with Halyna as her
9 surviving mother, father, and younger sister. Plaintiffs are entitled to loss of consortium damages
10 for the extreme and severe emotional distress due to the harm to their close relationship with
11 Halyna that was caused by the tortious conduct of DEFENDANT BALDWIN described herein.
12 Plaintiffs have suffered substantial damages in an amount which cannot presently be ascertained,
13 but which Plaintiffs believe is within the jurisdictional limits of this Court, according to proof at
14 time of trial.

15 89. Plaintiffs are informed and believe, and thereon allege, that, without limitation,
16 DEFENDANT BALDWIN, at all relevant times, was aided by and through the agency,
17 employment, and/or joint venture between him and DEFENDANT PRODUCERS when he shot and
18 killed Halyna Hutchins with the loaded gun. Plaintiffs are informed and believe, and thereon
19 allege, that, without limitation, DEFENDANT BALDWIN, by reason of his agency, employment,
20 and/or joint venture between him and DEFENDANT PRODUCERS was provided with the loaded
21 gun with which he killed Halyna.

22 90. Plaintiffs are informed and believe, and thereon allege, that the actions of
23 DEFENDANT BALDWIN constituted intentional acts and/or omissions, without any just cause or
24 excuse, that were reasonably expected to result in the fatal injury suffered by Halyna Hutchins and
25 loss of consortium damages to Plaintiffs with utter disregard for the consequences and/or wanton
26 conduct with utter indifference to and/or conscious disregard for the rights and safety of others,
27 including, without limitation, of Halyna Hutchins.

1 **THIRD CAUSE OF ACTION**

2 **(Loss of Consortium Damages for Negligence against All DEFENDANTS)**

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

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

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

17 94. Plaintiffs are informed and believe, and thereon allege, that DEFENDANTS,
18 including, without limitation, DEFENDANT PRODUCERS their employees, supervisors, personnel,
19 agents, joint venturers, and/or representatives, owed a duty to, without limitation, to reasonably
20 provide for the safety of Halyna Hutchins and other crew members in the execution of filming. This
21 duty included, without limitation, the taking of every reasonable precaution to maximize the safety of
22 individuals, including Halyna Hutchins, in making and producing a western film utilizing numerous
23 firearms throughout its filming.

24 95. Because, without limitation, the filming of *Rust* included the use of firearms and/or
25 ammunition, DEFENDANTS and each of them owed to Halyna Hutchins a heightened duty of care
26 to use the highest standard of care.

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

6 97. Plaintiffs are informed and believe, and thereon allege, that as part of the cost-
7 cutting measures taken to produce “*Rust*” within the low-budget mold, DEFENDANTS, including,
8 without limitation, DEFENDANT PRODUCERS, intentionally failed to hire experienced crew
9 members to manage and handle the numerous weapons and ammunition that were to be used in the
10 film “*Rust*”, an outlaw western-themed film that was known to involve the use of numerous firearms
11 throughout its filming.

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

19 99. Plaintiffs are informed and believe, and thereon allege, that DEFENDANT
20 GUTIERREZ-REED was intentionally hired by DEFENDANTS, including, without limitation,
21 DEFENDANT PRODUCERS, as part of the cost-cutting measures intentionally implemented by
22 them to film “*Rust*” as a low-budget film.

23 100. Plaintiffs are informed and believe, and thereon allege, that DEFENDANTS,
24 including, without limitation, DEFENDANT PRODUCERS, knew that the intentional hiring of
25 DEFENDANT GUTIERREZ-REED as armorer for “*Rust*” placed crew members in unsafe and
26 dangerous conditions but, due to their goal of producing “*Rust*” on a shoestring budget,
27 DEFENDANTS, including, without limitation, DEFENDANT PRODUCERS, intentionally
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1 decided to hire her based upon a prioritization of economic profit over ensuring the safety and well-
2 being of crew members, including, without limitation, Halyna Hutchins.

3 101. Plaintiffs are informed and believe, and thereon allege, that DEFENDANTS,
4 including, without limitation, DEFENDANT PRODUCERS, knew about the unsafe and dangerous
5 conditions in which they were placing “*Rust*” crew members during the filming of “*Rust*” due to
6 previous implementation of cost-cutting filmmaking measures in other projects and due to at least 2
7 instances of weapons misfiring incidents during the filming of “*Rust*” prior to DEFENDANT
8 BALDWIN’S firing of the loaded gun that killed Halyna Hutchins.

9 102. Plaintiffs are informed and believe, and thereon allege, that, as a result of the
10 aforementioned actions and without limitation, on October 21, 2021, the day of the tragic incident.
11 DEFENDANTS, including, without limitation, DEFENDANT PRODUCERS, their employees,
12 supervisors, employees, agents and representatives, breached their duties as described herein by
13 failing to reasonably provide for the safety of Halyna Hutchins, failing to supervise, secure, and
14 make safe conditions of the filming of “*Rust*”, where deadly weapons were used while filming.

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

23 104. In addition, DEFENDANTS, including, without limitation, DEFENDANT
24 PRODUCERS, intentionally acted and/or failed to act, without any just cause or excuse, when they
25 failed to use a professional, experienced armorer to manage and supervise the use of weapons and
26 instead used DEFENDANT GUTIERREZ-REED, who was known not to be an experienced
27 armorer, which exposed Halyna Hutchins to a substantial and foreseeable risk of harm and/or
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1 injury. As a result of said breach herein described, DEFENDANTS, and each of them, are liable to
2 Plaintiffs as the proximate cause of direct injuries to them as Halyna’s surviving mother, father, and
3 younger sister as herein described.

4 105. Plaintiffs are informed and believe, and thereon allege, that DEFENDANTS,
5 including, without limitation, DEFENDANT PRODUCERS, intentionally acted and/or failed to act,
6 without any just cause or excuse, when they produced, directed, blocked, supervised, coordinated,
7 designed, controlled, maintained, secured, and/or operated the filming of “*Rust*” so as to allow
8 Halyna Hutchins to encounter unanticipated, unknown, and unnoticed physical risks and deadly
9 trauma related to the use of firearms on set.

10 106. Plaintiffs are informed and believe, and thereon allege, that DEFENDANTS,
11 including, without limitation, DEFENDANT PRODUCERS, intentionally acted and/or failed to act,
12 without any just cause or excuse, when they engaged in the aforementioned intentional cost-cutting
13 acts and/or omissions despite knowing that said cost-cutting measures posed particular harm due to
14 the ultrahazardous conditions related to the filming of a western-themed film that required the use
15 and storage of numerous weapons and ammunition.

16 107. Plaintiffs are informed and believe, and thereon allege, DEFENDANTS, including,
17 without limitation, DEFENDANT PRODUCERS, intentionally acted and/or failed to act, without
18 any just cause or excuse, when they failed to implement basic safety measures, including, without
19 limitation, related to training and supervision of firearm use and storage, including, without
20 limitation, of DEFENDANT GUTIERREZ-REED and DEFENDANT BALDWIN.

21 108. Based upon information and belief, prior to discharge, DEFENDANT GUTIERREZ-
22 REED, the film’s Armorer, had taken 3 firearms from the mismanaged and often unattended cart
23 and placed them at the upcoming scene’s location. Against all safety protocols, standards, and
24 practices, DEFENDANT HALLS, who was an Assistant Director and not an Armorer, handed,
25 and was permitted to hand, DEFENDANT BALDWIN a loaded firearm that constituted a
26 concealed deadly weapon, in violation of, without limitation, N.M. Stat. Ann. § 30-7-2.

27 109. At all relevant times, Halyna Hutchins and other crew members in close proximity
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1 of DEFENDANT BALDWIN were unaware of the serious safety risks and dangers involved prior
2 to DEFENDANT BALDWIN's actions described hereinabove and did not consent to the serious
3 safety risks and dangers related to the incident.

4 110. Plaintiffs are informed and believe, and thereon allege, that as a result of the
5 aforementioned, DEFENDANT BALDWIN unexpectedly, to Halyna Hutchins and crew members,
6 and without warning aimed the loaded gun and shot in the direction of Halyna that caused a bullet
7 to strike and kill her.

8 111. As alleged hereinabove, DEFENDANTS and each of them breached the duty of care
9 they owed to Halyna Hutchins.

10 112. DEFENDANTS and each of them failed to exercise any care to prevent harm to
11 Halyna Hutchins and/or acted in a way that constituted an extreme departure from the applicable
12 standard of care. Without limitation, DEFENDANTS' actions constituted gross negligence.

13 113. As a direct and proximate cause of DEFENDANTS' intentional acts and/or
14 omissions, without any just cause or excuse, that were reasonably expected to result in Halyna
15 Hutchins' death as described hereinabove, the lives of Halyna's surviving mother Olga Solovey,
16 surviving father Anatolii Androsovyh, and surviving younger sister Svetlana Zemko will never be
17 the same. As a result of Halyna's death, Halyna's surviving family members have suffered
18 substantial and foreseeable compensable loss of consortium damages, including, without limitation,
19 as a result of direct injury to Plaintiffs' relational interest with Halyna as her surviving mother,
20 father, and younger sister. Plaintiffs are entitled to loss of consortium damages for the emotional
21 distress due to the harm to their close relationship with Halyna that was caused by the tortious
22 conduct of DEFENDANT BALDWIN described herein. Plaintiffs have suffered substantial
23 damages in an amount which cannot presently be ascertained, but which Plaintiffs believe is within
24 the jurisdictional limits of this Court, according to proof at time of trial.

25 114. Plaintiffs are informed and believe, and thereon allege, that the actions of
26 DEFENDANTS as described hereinabove constituted intentional acts and/or omissions, without
27 any just cause or excuse, that were reasonably expected to result in the fatal injury suffered by
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1 Halyna Hutchins and loss of consortium damages to Plaintiffs with utter disregard for the
2 consequences and/or wanton conduct with utter indifference to and/or conscious disregard for the
3 rights and safety of others, including, without limitation, of Halyna Hutchins.

4 **FOURTH CAUSE OF ACTION**

5 **(Loss of Consortium Damages against All DEFENDANTS)**

6 115. Plaintiffs incorporate herein by reference, each and every allegation and statement
7 contained in paragraphs 1 through 114, *supra*, as if the same had been set forth fully below.

8 116. Plaintiff Olga Solovey is the surviving mother of Halyna Hutchins, Plaintiff Anatolii
9 Androsovych is the surviving father of Halyna Hutchins, and Plaintiff Svetlana Zemko is the
10 younger sister of Halyna Hutchins.

11 117. Plaintiffs Olga Solovey, Anatolii Androsovych, and Svetlana Zemko, as Halyna's
12 surviving mother, father, and younger sister, respectively, all suffered a direct injury to their close
13 relational interest with Halyna and, as a direct result, have suffered damages for loss of consortium
14 for the emotional distress caused by the harm to their intimate relationship with Halyna.

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

20 119. As a direct result of the loss of the close relationship interest between Halyna and
21 Plaintiffs Olga Solovey, Anatolii Androsovych, and Svetlana Zemko, Plaintiffs have lost the love,
22 companionship, comfort, care, assistance, protection, affection, society, guidance, training,
23 assistance, and moral support of Halyna.

24 120. Plaintiffs are entitled to loss of consortium damages for the emotional distress due to
25 the harm to their close relationship with Halyna that was caused by the tortious conduct of
26 DEFENDANTS as described herein. Plaintiffs have suffered substantial damages in an amount
27 which cannot presently be ascertained, but which Plaintiffs believe is within the jurisdictional limits
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1 of this Court, according to proof at time of trial.

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PRAYER FOR RELIEF

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

1. For compensatory damages against each Defendant, jointly and severally, in an amount to be proven at trial, including, without limitation, related to the direct harm to the relationship between Halyna Hutchins and them as her surviving mother, father, and younger sister and for the resulting emotional distress due to the loss of loss of love, companionship, comfort, care, assistance, protection, affection, society, guidance, training, assistance, and moral support of Halyna Hutchins;
2. For civil penalties as permitted by law;
3. For punitive damages;
4. For costs and reasonable attorneys’ fees;
5. For pre-judgment and post-judgment interest as permitted by law; and
6. For other such relief as the Court may deem proper.

Dated: February 9, 2023

CARPENTER & ZUCKERMAN

BY _____


John C. Carpenter
 Attorney for Plaintiffs
 OLGA SOLOVEY, ANATOLII
 ANDROSOVYCH, & SVETLANA ZEMKO

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1 Dated: February 9, 2023

ALLRED, MAROKO, & GOLDBERG

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BY: 
Gloria Allred
Attorney for Plaintiff,
OLGA SOLOVEY, ANATOLII
ANDROSOVYCH, & SVETLANA ZEMKO

DEMAND FOR JURY TRIAL

Plaintiffs hereby demand a trial of all causes by jury.


Dated: February 9, 2023

CARPENTER & ZUCKERMAN

BY: 
John C. Carpenter
Attorney for Plaintiffs
OLGA SOLOVEY, ANATOLII
ANDROSOVYCH, & SVETLANA ZEMKO

Dated: February 9, 2023

ALLRED, MAROKO, & GOLDBERG

BY: 
Gloria Allred
Attorney for Plaintiff,
OLGA SOLOVEY, ANATOLII
ANDROSOVYCH, & SVETLANA ZEMKO