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DEVYN LABELLA

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

DEVYN LABELLA,

Plaintiff,

vs.

HORIZON SERIES, INC.; HORIZON SERIES 2,
LLC; TERRITORY PICTURES, INC.; KEVIN
COSTNER, AND DOES 1 - 10,

Defendants.

Case No: **25STCV15235**

COMPLAINT FOR DAMAGES

1. Sexual Discrimination in Violation of FEHA (Cal. Gov. Code § 12940, *et seq.*)
2. Sexual Harassment in Violation of FEHA (Cal. Gov. Code § 12940, *et seq.*)
3. Hostile Work Environment in Violation of FEHA (Cal. Gov. Code § 12940 *et seq.*)
4. Sexual Harassment in Violation of Cal. Civ. Code §§ 51.9 and 52
5. Failure to Remedy/Prevent Discrimination and Harassment in Violation of FEHA (Cal. Gov. Code § 12940, *et seq.*)
6. Retaliation in Violation of FEHA (Cal. Gov. Code § 12940, *et seq.*)
7. Interference with the Exercise of Civil Rights in Violation of the Bane Act (Cal. Civ. Code § 52.1)
8. Intentional Infliction of Emotional Distress
9. Breach of Contract

DEMAND FOR JURY TRIAL

INTRODUCTION

1. On May 2, 2023, plaintiff Devyn LaBella, a female stunt performer, was the victim of a violent unscripted, unscheduled rape scene directed by Kevin Costner (“Mr. Costner”), owner, chief Executive officer and Secretary of Horizon Series, Inc. The impact of this impromptu work demand on Ms. LaBella has been profound, not only upending a career Ms. LaBella spent years building but leaving her with permanent trauma that she will be required to address for years to come.

2. Ms. LaBella files this action not only for the damages she has sustained, but to address the continued failures at the highest levels of Hollywood production companies to comprehend and address the impacts of performing in sexually explicit and violent “scenes” and the need for intimacy coordination.

3. The Horizon series is a four-part film anthology chronicling a 15-year period in the settlement of the American West. The lawlessness of the American West made settlement particularly dangerous for women, who were often subjected to rampant objectification and sexual violence.

4. The films composing the series are written by, produced, directed and star Mr. Costner. The series’ set production leadership team consists almost entirely of men, with only one female member, who works as a 2nd Assistant Director.

5. Chapter 1 of the Horizon series was released on June 28, 2024. Chapter 2 was originally scheduled to be released on August 16, 2024, but the release was delayed and as of this filing, no theatrical release has been scheduled.

6. Chapter 3 of the Horizon series is currently in production in Colorado and chapter 4 is currently in pre-production. Neither Chapter 3 nor 4 have an announced expected release date.

JURISDICTION AND VENUE

7. Venue is proper because the Plaintiff resides in Los Angeles County.

8. The actors in the production, including Plaintiff, are Screen Actors Guild – American Federation of Television and Radio Artists (“SAG-AFTRA”) signatories. Both SAG-AFTRA and the Alliance of Motion Picture and Television Producers (“AMPTP”) are headquartered in Los Angeles, California. AMPTP has been the traditional association responsible for negotiating virtually all industry-wide guild and union contracts, including those involving the Directors Guild of America, SAG-AFTRA, and the Writers Guild of America, among others.

1 9. As is standard for a production of its size, the production team for Horizon 2 consists of
2 producers, assistant directors, editors, production managers, casting directors, cinematographers, costume
3 designers and hair stylists, and stunt coordinators and personnel.

4 10. The Defendant production companies, Territory Pictures, Inc. and New Line Cinema, Inc.,
5 and are both based in Burbank, California.

6 11. The preproduction phase for Series 2 consisted of the producers staffing key positions, most
7 of whom are California-based. Those selected to fill these key positions were tasked with responsibility for
8 finding and filling their teams, which efforts also took place in California.

9 12. The producers include Mr. Costner as the director, producer, and one of the writers; Jon Baird
10 (“Mr. Baird”) as the second writer; Rick Beard (“Mr. R. Beard”) and Tanner Beard (“Mr. T. Beard”) as the
11 associate producers; James Neese (“Jamie”) and Jason Neese (“Jason”) as the co-producers; and Charlie
12 Lyons (“Mr. Lyons”) and Danny Peykoff (“Mr. Peykoff”) as the executive producers. All of these
13 individuals have been involved in the production of the Horizon series and all are based in California. On
14 information and belief Mr. Costner and one or more of these other individuals were present in the capacity
15 of employees or agents of one or other of the Defendants when the events of May 2, 2023, detailed
16 hereinafter, occurred.

17 13. Two of the key positions hired for the Horizon series are casting directors April Webster
18 (“Ms. Webster”) and Angela Young (“Ms. Young”), both of whom are residents of California. All of the
19 casting for actors to appear in the series have been conducted through Ms. Webster’s casting office in Los
20 Angeles, California.

21 14. Wade Allen (“Mr. Allen”) was hired by the Horizon 2 production team in the key position
22 of Stunt Coordinator and Second Unit Director. As part of his duties, Mr. Allen has been responsible for
23 hiring all the stunt performer positions for the Horizon series production, all of whom are predominantly
24 based in California, including Ms. LaBella.

25 15. Mr. Allen per his duties under his contract with the Horizon 2 production team, recruited Ms.
26 LaBella, a resident of Los Angeles, a month prior to commencement of rehearsals for Horizon 2. Ms.
27 LaBella had worked for Mr. Allen a handful of times before, primarily in Los Angeles, California.

28 16. Ms. LaBella entered into a SAG-AFTRA Weekly Performer contract with Horizon Series 2,

1 LLC, which is identified as the “Production Company” on said contract (“SAG Agreement”). The SAG
2 Agreement is “subject to and shall be construed in accordance with the laws of the State of California.”

3 17. The SAG Agreement entered into between Ms. LaBella and Defendants provides for specific
4 contractual obligations relating to any nude and intimate scenes to be performed by Ms. LaBella.

5 18. Ms. LaBella began her first “run” for Horizon 2 (Chapter 2) as a lead stunt double for the
6 series’ lead actor Ella Hunt (“Ms. Hunt”). Upon information and belief, Ms. Hunt negotiated and signed
7 her SAG-AFTRA contract in California during the pre-production and casting phase of the production, in
8 adherence with the guidelines of SAG-AFTRA, which is headquartered in Los Angeles. In addition to the
9 contractual obligations pertaining to any nude and intimate scenes Ms. Hunt might perform in, she also
10 negotiated the involvement and presence of an intimacy coordinator for all nude and/or intimate scenes.

11 19. Filming for the Horizon 2 series took place on remote locations depicting the time period
12 and backdrop of the American West. The filming for Ms. LaBella's scenes was completed in Utah. As Ms.
13 Hunt’s stunt double, any intimacy scenes filmed in these remote locations and involving Ms. LaBella
14 required the presence of an intimacy coordinator per Ms. Hunt’s contract, to which Plaintiff was a third-
15 party beneficiary.

16 20. Throughout the filming process, Mr. Allen along with many of the production staff including
17 the stunt performers such as Ms. La Bella, stylists, and set designers among others have commuted to Utah
18 for the production and then back to California once the week’s scheduled filming was completed.

19 21. While working on the Horizon series, all of the accommodations for the production staff
20 have been paid for in whole or in part by one or more of the production companies, which are all based out
21 of California.

22 22. The travel coordinator, who is based out of California, planned and booked Ms. LaBella’s
23 travel itinerary. All travel and accommodations have been made by the travel coordinator for the days Ms.
24 LaBella was scheduled to be in Utah and have been paid for in whole or in part by one or more of the
25 production companies.

26 23. As compensation for work performed, Ms. LaBella was to receive payment per her contract,
27 in the form of a deposit from Entertainment Partners, a production financing office located in Burbank,
28 California.

24. The employment records that pertain to Ms. LaBella's claims are maintained in Los Angeles County, the majority of witnesses with knowledge relevant to these claims reside in Los Angeles County, all of the Defendants' principal offices and Defendant Costner's residence are located in Los Angeles County, and the parties entered into a contract for employment under the laws of the State of California specifically designating California as the venue for any disputes pertaining to the contract. The relief requested is within the jurisdiction of this Court.

25. This case is properly filed in this Court. Defendants are citizens of California. The Plaintiff seeks significant relief from the Defendants, whose acts and failures to act form the basis for the claims asserted by the Plaintiff.

ADMINISTRATIVE PRERQUISITES

26. On February 22, 2024, Ms. La Bella filed charges with the California Civil Rights

27. Division (“CA CRD”) and Equal Employment Opportunity Commission against Defendants
Horizon Series, Inc. and Horizon Series 2, LLC alleging facts upon which this Complaint is based.

28. On November 20, 2024 Ms. La Bella filed charges with the CA CRD against Defendants Kevin Costner, Territory Pictures, Inc., Horizon Series, Inc. and Horizon Series 2, LLC. On December 11, 2024 the CA CRD issued Ms. La Bella right to sue letters as to each of these Defendants.

THE PARTIES

29. Plaintiff Devyn LaBella, as set forth in detail hereafter, has been subjected to and suffered significant injury as the result of the acts and failures to act of each of the Defendants. She is and has been, at all relevant times, a citizen of the United States of America and during all relevant time periods was a resident of the State of California, Los Angeles County.

30. Upon information and belief, Defendant Horizon Series, Inc. (“Horizon”) at all times relevant hereto has been a corporation registered in the State of California with its headquarters and principal place of business located at 14156 Magnolia Boulevard, Sherman Oaks, California 91423, in Los Angeles County, and conducting business in California. On information and belief, Horizon was formed by Defendant Costner, who is its Chief Executive Officer, Secretary and primary managing agent.

31. Upon information and belief, Defendant Horizon Series 2, LLC (“Horizon 2”) at all times relevant hereto has been a corporation registered in the State of California with its headquarters and principal

1 place of business located at 14156 Magnolia Boulevard, Sherman Oaks, California 91423, in Los Angeles
2 County, and conducting business in California. Ms. LaBella entered into a SAG Weekly Performer contract
3 with Horizon Series 2, LLC which is identified as the “Production Company” on said contract (“SAG
4 Agreement”), Exhibit 1 to this Complaint.

5 32. Upon information and belief, Defendant Territory Pictures, Inc. (“Territory”, AKA Territory
6 Pictures Entertainment) at all times relevant hereto has been a corporation registered in the State of
7 California with its headquarters and principal place of business located at 9255 West Sunset Blvd Suite 805,
8 Los Angeles, California 91423, in Los Angeles County, and conducting business in California. On
9 information and belief, Territory Pictures is a specialty division of Defendant Costner’s production company
10 Treehouse Films. Defendant Costner is identified as the Chief Executive Officer, Chief Financial Officer
11 and Secretary of Territory on the Statement of information filed with the State of California. Territory is
12 currently producing the planned four-part Horizon series. On further information and belief, the only film
13 productions that Territory has been involved in are Horizon 1 and Horizon 2.

14 33. Upon information and belief, Defendant Costner at all times relevant hereto is an individual
15 residing in Santa Barbara County, California. Defendant Costner at all relevant times has been the owner,
16 Chief Executive Officer, and managing agent of Defendant Horizon Series 2, LLC. Defendant Costner at
17 all relevant times has been the Chief Executive Officer, Chief Financial Officer, and Secretary of Defendant
18 Territory. Defendant Costner at all relevant times has been the Chief Executive Officer, Director, and
19 Secretary of Defendant Horizon Series, Inc. In these capacities, he routinely works in the County of Los
20 Angeles, California.

21 34. Defendants Does 1 through 10 are sued under fictitious names pursuant to Code of Civil
22 Procedure section 474. The true names and capacities of Does 1 – 10 are currently unknown to Plaintiff.
23 Plaintiff will amend this complaint or seek leave to do so, when the true names and capacities of these
24 Defendants have been ascertained. Each of the fictitiously named Defendants is responsible in some manner
25 for the acts, omissions, injuries, and damages alleged herein.

26 35. Plaintiff is informed and believes and thereon alleges that each Defendant was at all material
27 times an agent, servant, employer, joint employer, employee, partner, joint venturer, co-conspirator,
28 participant in a single or integrated enterprise with, and/or alter ego of each of the other Defendants, and in

1 doing the acts and omissions alleged, was acting within the course and scope of those relationships. Plaintiff
2 is further informed and believes and thereon alleges that each of the Defendants herein participated in and/or
3 gave consent, aid, encouragement and assistance to each of the other Defendants, and ratified and authorized
4 the acts and/or omissions of each Defendant.

5 **STATEMENT OF FACTS**

6 ***Devyn LaBella***

7 36. Ms. LaBella is a 34-year-old woman who grew up in in an Italian American family in the
8 greater Los Angeles area where she attended Catholic school and worked from a young age in her family's
9 restaurant.

10 37. In school, Ms. LaBella excelled as a gymnast, taking home 7 California State Champion
11 titles. After obtaining a BA in Psychology from the University of Redlands in 2013, Ms. LaBella was drawn
12 back to her work as a gymnast and aerialist and decided to pursue a career in the entertainment industry.

13 38. Ms. LaBella pivoted from acting to focusing on stunt work, signing with the top specializing
14 stunt agency in 2016. She has worked consistently in stunts for the past several years, successfully
15 competing against long time veteran stunt women and landing those jobs.

16 39. In 2020 and 2021, Ms. LaBella continued to level up to bigger opportunities and was
17 increasingly selected for larger stunts in film and popular TV shows, including *Barbie*, *American Horror*
18 *Stories*, *CSI: Vegas*, *The Rookie*, *Yellowjackets*, *American Pie: Girls Rule*, *SWAT*, *Quantum Leap*, *911* and
19 over 81 additional titles.

20 40. Ms. LaBella had also achieved an impeccable and commanding reputation for herself. Jeff
21 Barnett, Stunt Coordinator and member of Stunts Unlimited, has gone on the record stating, "I have used
22 Bella a lot---she's the complete gymnast, contortionist and extremely athletic. Devyn will make any
23 coordinator's job easier, she's very helpful, responsible and professional."

24 41. In 2023, Ms. LaBella's career path continued to rise. The Horizon production team selected
25 her to perform as Ms. Hunt's lead stunt double on her first "run" for a huge film with one of the biggest
26 actors and directors known: Kevin Costner.

27 42. As a "run," Ms. LaBella was cast as the lead stunt double for Ms. Hunt throughout the
28 duration of the filming process. This was a major opportunity that she knew would lead to more work in

1 features for her. Ms. LaBella knew that if she did well, doors would open. She was extremely excited to
2 join the Horizon saga production, especially knowing there would be four films in the franchise and that her
3 coordinator provides talent for all the projects of Taylor Sheridan, co-creator of the Yellowstone series.

4 43. Since becoming a stunt woman, Ms. LaBella's earnings have increased on a yearly basis.
5 She is also eligible for residuals from television and film releases.

6 44. Had her career not come to an abrupt halt as a result of the events detailed in this Complaint,
7 Ms. LaBella's projected income would have been substantially higher in the coming year, especially with
8 some major projects in which she had been cast as stunt woman being released, thereby further increasing
9 her visibility and reputation within the industry.

10 ***Casting as a Lead Stunt Double***

11 45. Wade Allen, who heads Donut Shoppe Productions, which is based in Santa Monica,
12 California, has cast Ms. LaBella on prior occasions. Approximately a month before the Horizon 2 series
13 began production, Mr. Allen reached out to Ms. LaBella in California regarding it. As part of the inquiry,
14 Mr. Allen requested Ms. LaBella's horse experience, availability, and specifications such as Ms. LaBella's
15 physical description, measurements, skills, fit and other assets relevant to the role she would double for.

16 46. After discussing the role, Mr. Allen requested that Ms. LaBella come to Utah for an audition.
17 This was one of the rare times Mr. Allen had offered her an opportunity to work outside of the Los Angeles
18 area.

19 47. After Ms. LaBella auditioned for a stunt role per Mr. Allen's request in 2023, the Horizon
20 series production team selected her to perform as lead stunt double for lead actor Ella Hunt throughout the
21 duration of the filming process. Ms. Hunt had been cast during the pre-production phase of the project in
22 California in adherence with the guidelines of Los Angeles-based SAG-AFTRA, to which both Ms. Hunt
23 and Ms. LaBella belong.

24 48. Following her successful audition, Ms. LaBella, entered into the above-referenced SAG
25 Weekly Performer contract with Horizon Series 2, LLC. The Agreement consisted of an underlying SAG
26 Agreement negotiated by Ms. Hunt, as well as a Rider signed by Ms. LaBella. Together, the documents
27 constitute "the entire Agreement between the parties," and all of the provisions relating to performance by
28 Ms. Hunt are applicable as well to Ms. LaBella. The Agreement provides for specific contractual obligations

1 relating to scenes to be performed by Ms. LaBella when auditioning, rehearsing, filming or handling last
2 minute requests regarding a nude or semi-nude scene, simulated sex or other intimate scene, including the
3 mandatory involvement and presence of an intimacy coordinator.

4 49. Specifically, SAG-AFTRA prohibits any last minute requests for nudity or simulated sex.
5 Rather, producers must provide at least 48 hours' notice before call time to review/negotiate a rider for
6 nudity/simulated sex and obtaining a performer's consent. This applies even when a producer wants to make
7 a change to previously agreed upon scenes.

8 50. SAG-AFTRA also provides that when there is a scene involving nudity and simulated sex,
9 "A performer has the right to bring a... professional representative or intimacy coordinator."
10 <https://www.sagaftra.org/quick-guide-scenes-involving-nudity-and-simulated-sex>. Ms. Hunt's contract
11 made that "right" mandatory, as it required the presence of an intimacy coordinator for all intimate scenes.

12 51. Intimacy coordinators have been included in contracts negotiated by actresses after "decades
13 of top actresses voicing their discomfort in filming intimate scenes without proper consent, and a #MeToo
14 movement that shone a vital light on the abuse that can result from a too-casual, often male-dominated set."
15 [https://www.hollywoodreporter.com/news/general-news/intimacy-coordinators-challengers-](https://www.hollywoodreporter.com/news/general-news/intimacy-coordinators-challengers-pornhollywood-oscar-1235910610/)
16 [pornhollywood-oscar-1235910610/](https://www.hollywoodreporter.com/news/general-news/intimacy-coordinators-challengers-pornhollywood-oscar-1235910610/).

17 52. Also, any such scene must be performed on a closed set, meaning only essential employees
18 are permitted on set during the rehearsal or the filming of such a scene. This extends to a ban of on-set
19 monitors during rehearsal and production as well.

20 53. As part of her role as the lead stunt double, Ms. LaBella's job was to step in for the actor
21 during physical scenes and to perform the stunt while the cameras were rolling. Such scenes are usually
22 rehearsed and choreographed to ensure safety and accuracy. At times, a stunt double will also stand in for
23 the actor briefly prior to filming, but it is not part of the job requirement or description.

24 54. An intimate scene often requires the use of a stand in or "body double" who lines up a shot
25 or is just filmed as if they were the lead actor in the scene. However, when an intimate scene also calls for
26 physicality, such as a sexual assault scene, a stunt double is used and the scene is carefully choreographed.

27 55. Ms. LaBella's job has only ever entailed stepping in occasionally to "line up a shot," and she
28 has never had to stand in for ad hoc scenes of a sexual nature. The standard in the film and television

1 industry is for all intimacy scenes to have safety protocols outlined and agreed upon in writing well before
2 the shoot takes place. Once agreed upon, the protocols regarding intimacy action scenes cannot be added or
3 changed without proper notification to and approval by the performers.

4 56. Additionally, per the above, Ms. Hunt's contract required the presence of an intimacy
5 coordinator for all intimacy scenes. This provision held for anyone performing an intimacy scene in place
6 of Ms. Hunt, including Ms. LaBella.

7 57. Furthermore, the SAG-AFTRA contract provides that if a performer refuses to film an
8 intimate scene, producers are allowed to use a body double within the parameters of the original performer's
9 consent. As such, Ms. LaBella was entitled to the benefits negotiated by Ms. Hunt and all the contractual
10 obligations afforded to Ms. Hunt applied as well to Ms. LaBella pursuant to SAG-AFTRA.

11 58. Prior to being selected as stunt double for Ms. Hunt, Ms. LaBella had had only two
12 experiences with intimacy scenes. Both occurred on the *American Horror Stories* series, where she was
13 filmed kissing someone in two separate episodes over two different seasons. Both times, Ms. LaBella had
14 an explicit written rider and an intimacy coordinator present, consistent with the above-referenced protocols
15 surrounding the filming of intimate scenes.

16 ***The Scripted Rape Scene***

17 59. Ms. LaBella arrived on set for the Horizon 2 production on April 11, 2023. The production
18 was set to last until May 12, 2023.

19 60. For the first several weeks, Ms. LaBella professionally performed her stunts without incident.
20 However, this experience changed dramatically. Due to its very physical nature, Defendants informed Ms.
21 LaBella she would be doubling for the majority of a scripted, aggressive and intimate rape scene between
22 Ms. Hunt's character "Juliette" and "Sig," played by Douglas Smith ("Mr. Smith") who was cast for the
23 role in Los Angeles, California.

24 61. The scripted rape scene was scheduled to be filmed on May 1, 2023.

25 62. The scene is described on the May 1, 2023 call sheet as: "Sig wrestles Juliette down onto
26 wagon bed, gets on top of her, with his hand clamped over her mouth. He snuffs the lantern, tells her to lie
27 still and rakes at her clothes."

28 63. The call sheet specifically provides there would be a closed set for the filming of this scene

1 due to the sensitive nature of what was being recorded. The call sheet also only specifies Mr. Smith (Sig),
2 Ms. Hunt (Juliette), and her stunt double, Ms. LaBella, would be present. The call sheet does not call for
3 Roger Ivens (“Mr. Ivens”) (who played the character “Birke”) to be present.

4 64. As required by the appropriate guidelines and protocols governing the filming of such a
5 scene, every movement and sequence was rehearsed multiple times with Ms. LaBella’s stunt coordinator,
6 Mr. Allen, days before the scene was due to be shot. This rehearsal of choreography was also for the purpose
7 of ensuring that no changes, surprises, or discomfort would occur when it came to the actual shooting of the
8 scene on May 1.

9 65. Rehearsals of such scenes are imperative. These sessions are “serious meetings before a
10 shoot, [to help actors] understand what a scene is going to contain.” Moreover, having an Intimacy
11 Coordinator on set is as important as the actual rehearsal. “It’s also a huge help to have an intimacy
12 coordinator because there will always be a certain power imbalance on a set,” especially one dominated by
13 men and defined by what they deem “comfortable.” [https://www.hollywoodreporter.com/news/general-](https://www.hollywoodreporter.com/news/general-news/intimacy-coordinators-challengers-porn-hollywood-oscar-1235910610/)
14 [news/intimacy-coordinators-challengers-porn-hollywood-oscar-1235910610/](https://www.hollywoodreporter.com/news/general-news/intimacy-coordinators-challengers-porn-hollywood-oscar-1235910610/).

15 66. An intimacy coordinator speaks to the performers before, during, and after an intimate scene
16 is filmed to “ensure there are *no surprises* [emphasis added].” They talk through what lighting is most
17 flattering, lay out exactly which body part will be going where, and *are constantly checking in to make sure*
18 *the actors are comfortable. Id.*

19 67. At approximately 7:00 AM the morning the scene was to be filmed, a Private Director
20 rehearsal took place involving only Ms. LaBella, Ms. Hunt, Mr. Smith, stunt coordinator Wade Allen and
21 the intimacy coordinator, Ms. Chaney. The rehearsal took place on a stage with only these essential
22 crewmembers present.

23 68. The rehearsal was professional, took place with no onlookers, and methodically walked all
24 the scene participants, especially Ms. LaBella, through every single step of what would be an aggressive
25 and intimate rape scene.

26 69. Later that morning, the scene was filmed. Ms. Hunt performed the acting scenes and Ms.
27 LaBella performed the more brutal and forceful parts of the physical action, such as being pushed down,
28 wrestled, having her jacket ripped off her, and having her arms held down. Ms. Hunt delivered the lines

1 after being pinned down under actor Mr. Smith. They were present together throughout the shoot.

2 70. Intimacy coordinator Ms. Chaney was on set to monitor the filming of the inside camera
3 scene in the wagon. The scene “wrapped,” and no issues were noted. However, following the shooting of
4 the scene, Ms. Hunt was informed that production still needed an insert shot of her face saying “No.”

5 71. It is important to note that this scene required more than one take and the actors needed to
6 reset and replay the choreographed event more than once. When one take begins, there is a clear direction
7 of “action” to indicate the scene film recording has begun, followed by a clear direction of “cut” indicating
8 that filming of the take is over. This allows different departments such as hair, makeup, stunts, and wardrobe
9 to reset the necessary clothes, hair, and makeup for the next take.

10 72. These directions also allow a separation for the actors. After each take, Mr. Smith and Ms.
11 Hunt, or Ms. LaBella in the more physically violent scenes, separated from each other and allowed each
12 other some space to reset themselves physically and mentally. The next take started with each actor at a
13 specific marker. Once the director said “action,” the rehearsed choreography was performed. This repeated
14 until all takes were completed. The repetitive nature of these scenes further emphasizes the necessity of the
15 exhaustive rehearsals and choreographing required of the actors prior to filming.

16 73. Ms. Chaney was present for all of the intimate scenes that Ms. LaBella acted in Ms. Hunt’s
17 place on May 1 and addressed any issues that arose.

18 ***The Unscripted Rape Scene***

19 74. On May 2, 2023, Ms. LaBella was on set to perform a non-intimate scene as a double for
20 Ms. Hunt.

21 75. The call sheet scheduled her to be present at 8:00 A.M. The script called for Ms. LaBella to
22 rustle through a drawer and perform as Ms. Hunt’s double in a rain scene. The call sheet specifically states:
23 “Juliette rakes thru a chest drawer with Hugh’s clothes, gets his carbine gun with handwritten instructions.”

24 76. Ms. Hunt was also scheduled to be present for a scene per the call sheet, which is typically
25 received the day before shooting and does not consist of the full script. All cast and crew called for that day
26 were present on the set.

27 77. Ms. Hunt arrived for her shot as scheduled on May 2. The script only called for Juliette (Ms.
28 Hunt) to mouth the word “No.” However, when Ms. Hunt arrived, she learned that the Director, Defendant

Costner, had requested that additional scenes be shot with a different male actor, Mr. Ivens, who had also been cast during pre-production in the Los Angeles area.

78. In these new scenes, Mr. Ivens was to climb on top of Ms. Hunt, violently raking up her skirt. Defendant Costner, who was present on the set, specifically added this scene, which varied from the scene filmed the day before which had not involved pulling up the actor's skirt. Moreover, this revised scene is not specified in the assigned call sheet for that day.

79. The only scenes specified on the call sheet involving Ms. Hunt or Ms. LaBella were the previously stated innocuous scenes where Juliette rifles through the dresser, and a second scene where Sig (Mr. Smith) interacts with the character Juliette. No physical action is outlined on the call sheet. There is no closed set specified. There is no mention of Birke (Mr. Ivens) interacting with the Juliette character at any point. Crucially, no arrangements were made for Ms. Chaney or any other intimacy coordinator to be present during filming.

80. Characterized as a "killer in film," Mr. Ivens is described as "standing at 6'2", 220lbs. "Extensive combat, stunt and acting training makes Roger Ivens a presence to be reckoned with as your door kicker in film." www.rogerivens.com. Due to the ad hoc and violent nature of the sudden script change request, along with the failure to secure a contractually required intimacy coordinator for the scene, Ms. Hunt became visibly upset and walked off the set, refusing to do the scene.

81. Ms. LaBella was completely unaware of these developments. Following Ms. Hunt's departure from the set, Defendant Costner asked Ms. LaBella to "stand in" for Ms. Hunt to "line up [a] shot."

82. Ms. LaBella was not a stand-in performer, and what Defendant Costner requested of her was not within the scope of her role as a stunt double. Nevertheless, and in complete ignorance of the nature of the "shot," she agreed to help.

83. Ms. LaBella was not informed that Ms. Hunt had refused to do the scene and had walked off the set. Moreover, the call sheet did not specify what the revised shot would consist of nor did any instruction issue from the production crew that Ms. LaBella's involvement in the impromptu shot would go beyond standing in as a standard body-double. She was not warned or prepared for Mr. Ivens to perform or engage in any action on top of her and first learned that Ivens would mount her and violently pull her skirt

up when he was already on top of her doing so.

84. Defendant Costner was fully in charge of directing the action filmed on May 2. The video village where the monitors were located for production and other essential crew to view the action being filmed, were located approximately 20 to 30 feet away from the location where Ms. LaBella was being filmed. Defendant Costner went back and forth, being at one moment in close proximity to the actual filming site and in another stationed at the monitors in the video village where he could view the “shot.”

85. Throughout the shooting on May 2 involving Ms. La Bella, Defendant Costner was very “hands on” and was either involved in or fully aware of every single thing going on, including coming up close to the actors, giving direction, experimenting with different angles of filming and “takes,” and checking the monitors only a few feet away. At no point in time during the filming of the May 2 shoot involving Ms. LaBella, did Defendant Costner leave to go to another location.

86. As filming began, Ms. LaBella laid down in the wagon as Defendant Costner instructed. Costner approached her and directed that she hang her boots out of the wagon as the camera team and crew continued to test out and frame their shots. The camera was to broadcast the filming to the monitors located in the video village where the director and producers watched. Normally, this would have sufficed as Ms. LaBella “standing in” for lighting or camera or whatever was needed.

87. Then, without proper notice, consent, preparation, or appropriate safeguard measures in place, such as the project’s intimacy coordinator being called in, Defendant Costner directed Mr. Ivens to repeatedly perform a violent simulated rape on Ms. LaBella.

88. As directed by Costner, this unscripted, unrehearsed scene consisted of Mr. Ivens mounting Ms. LaBella while miming the unbuttoning of his pants, and using his body and arms forcibly pinning down Ms. Labella, who was on her back underneath him. Mr. Ivens violently rustled Ms. LaBella’s skirt up as if trying to penetrate her against her will.

89. SAG-AFTRA mandates that a “performer’s performance or depiction in a scene requiring nudity or simulated sex acts is conditioned on their prior written consent, which should take the form of a rider attached to their contract.” <https://www.sagaftra.org/quick-guide-scenes-involving-nudity-and-simulated-sex>. A rider must be provided to a performer “at least 48 hours before call time to review/negotiate rider for nudity/simulated sex. *Last-minute changes are prohibited.*” (Emphasis added).

1 *Id.* “If a producer wants to request any change to what was agreed upon, the performer must be given an
2 additional 48 hours prior to call time.” *Id.* In this case, production failed to provide Ms. LaBella any notice
3 of the simulated sex act she was expected to perform, much less the contractually required rider.

4 90. Notably, the simulated rape actions Ms. LaBella was subjected to were added that same day.
5 In fact, Mr. Costner had been working with a stand-in actress to conceptualize and choreograph Mr. Ivens’
6 actions for the shot until moments before Ms. LaBella stepped on set.

7 91. In complete contrast, the previous day’s scene was thoroughly choreographed and rehearsed
8 between stunt coordinator Mr. Allen and Ms. LaBella, to ensure Ms. LaBella was precisely aware of all
9 physicality and knew exactly what to expect during the scene. Mr. Smith, playing Sig, had also been present
10 during rehearsals on to ensure the choreography of what was to be filmed May 1 was known to all
11 participants. These were required protocols to ensure there were no unknowns in the middle of filming a
12 sexually violent scene. None of these safety protocols occurred on May 2, 2023.

13 92. Further, during the prior day’s filming, the stunts Ms. LaBella performed did not involve her
14 personal undergarments being exposed. Rather, her jacket was ripped off, while her clothes underneath
15 remained intact.

16 93. In the May 2nd shooting, there was no choreography outlined, no rehearsals done, no notice
17 of the details of the scene given, and no provision for the presence of an intimacy coordinator. Indeed, Ms.
18 Hunt was not present precisely because she had protested and refused to participate. The call sheet does not
19 mention anything about what would transpire nor is there any notice of any last-minute decisions.

20 94. Given the sensitive nature of this impromptu scene, the set should have been closed. In clear
21 disregard for the privacy of the scene, and in violation of the SAG-AFTRA contract, the scene was broadcast
22 publicly on monitors for the entire crew to witness. Moreover, since the set was open, anyone could walk
23 by and observe the scene being performed. Indeed, there were multiple onlookers along with the producers
24 watching this scene unfold on monitors in the video village.

25 95. On information and belief, the producers and other members of the production team who
26 watched the filming on May 2, 2023 and failed to intervene to protect Ms. LaBella or to ensure that the
27 filming complied with the requirements of the SAG-AFTRA contract, were employed by or agents of one
28 or more of the Defendants. Thus, unlike the shots from the previous day, which were limited to just the

1 actors involved engaging in a choreographed situation with a stunt coordinator, an intimacy coordinator and
2 some of lead production personnel present and all nonessential production people excluded, on May 2, the
3 entire experience was broadcast over monitors. As a result, over one hundred people viewed as other camera
4 department crew members on the open set called out for Ivens to “rake up her skirt higher.”

5 96. Further increasing confusion and stress for Ms. LaBella, the scene on May 2nd had no clear
6 direction of when the scene began or ended. Defendant Costner failed to announce or to consistently
7 announce “action” at the beginning or “cut” at the end of a shoot. The “action” was implied as the crew
8 checked the lenses and cameras as Mr. Ivens lay on top of Ms. LaBella. After the action had already begun,
9 there was no time or space to process or reject the direction that was given.

10 97. Defendants failed to advise stunt coordinator Mr. Allen and intimacy coordinator Ms.
11 Chaney that a scene calling for their presence was going to be filmed. Additionally, the hair and wardrobe
12 departments were both unaware a scene was being filmed. Had they been aware, the departments would
13 have been present to ensure proper resets and safety such as intimacy protections.

14 98. Just as had occurred on May 1st, there were multiple takes for this scene. Between each of
15 the takes with Mr. Smith on May 1st, the actors had separated and wardrobe, hair, and makeup also reset the
16 actors. The intimacy coordinator had the opportunity to check in with the actors. In complete contrast, on
17 May 2nd, following the shooting of each take of the rape scene, Mr. Ivens never separated from Ms. LaBella.
18 After a “take,” he laid on his side with his face about a foot apart from hers while still touching her and with
19 his hand resting above Ms. LaBella’s vagina as if this was still the middle of the scene. There was constant
20 connection and touching, even between takes.

21 99. This run through of the action occurred over and over as Defendant Costner experimented
22 with different takes of the rape action. Ms. LaBella was never given the opportunity to prepare for or
23 consent to participate in this scene, much less to object to it. To the contrary, without a discussion,
24 explanation, rehearsal, choreography session or stunt or intimacy coordinator present, Defendant Costner
25 instructed Ms. LaBella to “lay down” as Mr. Ivens, who was dirty and covered in sweat, climbed on top of
26 her and then lifted up her skirt while pinning her legs down so she could not move.

27 100. On May 2, Defendant Costner instructed Mr. Ivens to violently lift Ms. LaBella’s skirt up
28 higher and higher. Her personal undergarment was exposed from under the skirt and Ms. LaBella’s legs

1 were pinned open by Mr. Ivens' knee. Defendant Costner specifically ordered Mr. Ivens to rake Ms.
2 LaBella's skirt higher in a specific way so that the camera could capture a close up or moving shot of this
3 intimate part of her body. After giving this direction, Defendant Costner checked and approved the film shot
4 from the monitors.

5 101. As Defendant Costner directed Mr. Ivens to carry out the violent assault over and over and
6 over again, Ms. LaBella felt the air pour over her intimate parts as her personal undergarments were exposed,
7 even though to Ms. LaBella's knowledge, costume underwear is typically worn in planned intimate shots.
8 This exposure was especially humiliating to Ms. LaBella as she was menstruating at the time, compounded
9 by the fact that between takes, Mr. Ivens' hands rested on top of the bundled-up skirt above her vagina.
10 Wardrobe immediately sewed up Ms. LaBella's bloomers after the scene as she requested. It should have
11 been done prior to the scene, but the departments were not prepared or informed that the scene would be
12 happening.

13 102. There was no escaping the situation, and all Ms. LaBella could do was wait for the nightmare
14 to end.

15 103. By virtue of Ms. Hunt's contract as well as her own contract, Ms. LaBella should have
16 received the same benefits and requirements provided to Ms. Hunt and Ms. LaBella the day prior when
17 filming the previously arranged and negotiated intimate scene.

18 104. As such, Defendants violated their contractual obligations owed to Ms. LaBella.

19 ***The Aftermath***

20 105. Immediately after this scene, Ms. LaBella was left in the wagon alone. She experienced
21 shock, embarrassment and humiliation while attempting to process the situation.

22 106. Ms. LaBella finally climbed out of the wagon and sat down next to wardrobe personnel
23 holding back the tears. She was unclear whether she had to continue shooting this scene, but when Mr.
24 Allen saw she was upset, he assured her she would not have to. Soon after, she was told the production
25 team would be using a body double for such scenes in the future.

26 107. Despite her terrified feelings, Ms. LaBella was required to complete a scene depicting her
27 shadow in the rain. After this, Ms. LaBella went to her car and called her husband and told him what
28 happened on set and then started crying as she recounted all the details.

1 108. Ms. LaBella met with Mr. Allen and two other stunt coordinators for dinner, as she believed
2 it was important that she find out how this was allowed to happen. Upon expressing her outrage and concern,
3 the male attendees blamed her for not speaking up. She now felt completely alone and disappointed, but,
4 as production was not yet wrapped, Ms. LaBella had to continue working and keep up a professional attitude.

5 109. The day after the filming of the violent rape scene, Ms. LaBella contacted Ms. Chaney and
6 specifically raised the absence of an intimacy coordinator during the filming on May 2; her being required
7 to do non-stunt work, especially given the sensitive nature of it; the lack of any preparation going into the
8 scene; her exposure during the filming; the demand that the scene be included despite the fact that it was
9 not in the script; and the fact that the set was open rather than closed, among other issues.

10 110. Over the next few days, Ms. LaBella experienced continuous reminders of the shame,
11 humiliation and complete lack of control she had experienced during the May 2 filming; she experienced
12 sudden bouts of crying on and off set. At one point, Ms. LaBella broke down in the hair trailer. Ms. LaBella
13 flew home for a few days, hoping this would help her regain control. However, she returned to the set after
14 spending time with family so as to maintain her professionalism and commitment to her craft.

15 111. However, the situation on the set upon her return was very awkward. The production team
16 was now extra careful around Ms. LaBella. She was directed to stay alone in her trailer and not be present
17 on set even though this resulted in her being dressed in costume for full days and then not used. Multiple
18 people apologized to her over the course of days and made excuses for Director Costner, all of which made
19 her feel even more uncomfortable.

20 112. This occurred up until production wrapped and Ms. LaBella returned to Los Angeles.

21 113. In June 2023, Ms. LaBella began therapy to address symptoms stemming from her traumatic
22 experience on the set of Horizon 2, including intrusive distressing memories of the traumatic event, sleep
23 disturbance, fears of intimacy, and anxiety, among others.

24 114. The workplace, and stunt work in general, which was once a source of purpose and
25 fulfillment, is now a place of heightened apprehension and the whole experience has left Ms. LaBella feeling
26 “disposable” and “worthless.” The thought of returning to a set gives her an overwhelming sense of dread.

27 115. Following her complaints of sexual harassment on set, Ms. LaBella was not hired back to
28 continue her role or at all as a stunt double for Horizon 3, which began filming in early 2024.

116. Additionally, Ms. LaBella has not been hired on any of Mr. Allen's subsequent projects, even though he had regularly hired Ms. LaBella on prior projects.

FIRST CAUSE OF ACTION

(Sex Discrimination in Violation of Cal. Gov. Code §§ 12940, *et seq.*)

(Against Defendants HORIZON SERIES 2, LLC; HORIZON SERIES, INC.; TERRITORY PICTURES, INC.; NEW LINE CINEMA, INC.; KEVIN COSTNER, and Does 1 – 10)

117. Plaintiff re-alleges and incorporates by reference the allegations contained in the paragraphs above as if fully set forth herein.

118. At the time of the acts and failures to act alleged herein, Defendants Horizon Series 2, LLC, Horizon Series, Inc., Territory Pictures, Inc., New Line Cinema, Inc. (collectively "the entity Defendants"), Does 1- 10, and each of them were the employer or joint employer of Plaintiff, whom they had engaged to perform as Lead Stunt Double for Ms. Ellen Hunt in the Horizon film series.

119. At all times relevant herein, Defendant Costner was the owner, managing agent, agent, joint venturer, alter ego and/or co-conspirator of each of the remaining Defendants. At all times relevant herein, Mr. Costner was responsible for overseeing a substantial portion of Defendants' business operations, and exercised substantial discretionary authority over vital aspects of such operations including making significant decisions that affect Defendants' internal policies as well as denying Ms. La Bella employment free from unlawful harassment, discrimination, and retaliation.

120. On May 2, 2023, the entity Defendants participated in, ratified, acquiesced in, encouraged or otherwise permitted Defendant Costner to discriminate against and exploit Plaintiff based on her sex. The entity Defendants did this by participating in, ratifying, acquiescing in, encouraging or otherwise permitting or failing to prevent Costner's direction to LaBella to repeatedly submit to actor Ivens performing a violent unscripted simulated rape scene on Ms. LaBella, without providing her notice or obtaining her consent, and in violation of the provisions of her contract and the standards applicable in the industry. The entity Defendants and Mr. Costner further violated Ms. LaBella's contract and industry standards by failing to have an Intimacy Coordinator or stunt coordinator on set during filming and permitting the broadcast of the unscripted intimate and violent rape scene over monitors to multiple onlookers and nonessential crewmembers.

121. Defendants and each of them failed in their affirmative duty to take reasonable steps to prevent and promptly correct the sexually discriminatory conduct alleged herein.

122. Defendants' acts and failures to act were based in whole or part on Ms. LaBella's sex, in violation of the FEHA through numerous illegal acts including, without limitation, subjecting Ms. LaBella to discrimination based on her sex, denying her equal terms, conditions, and/or privileges of employment.

123. Defendants' conduct, as described in paragraphs above, was directed, performed or ratified by its Managing Agents including, but not limited to, Defendant Costner.

124. As a proximate result of Defendants' conduct, Ms. LaBella suffered and continues to suffer damages in terms of lost wages, lost bonuses, lost benefits, and other pecuniary loss according to proof. Ms. LaBella has also suffered and will continue to suffer physical and emotional injuries, including nervousness, humiliation, depression, anguish, embarrassment, fright, shock, pain, discomfort, fatigue, and anxiety. The amount of Plaintiff's damages will be ascertained at trial.

125. In committing the foregoing acts as set forth in paragraphs above, Defendants and their Managing Agent Mr. Costner acted despicably and subjected Ms. LaBella to cruel and unjust hardship in conscious disregard for her rights under California law. The conduct of Defendants and their Managing Agent Mr. Costner demonstrates a callous indifference for the law and Ms. La Bella's rights. Defendants by and through their Managing Agent Mr. Costner engaged in malicious, fraudulent, and oppressive conduct that justifies an award of punitive damages.

126. Ms. LaBella is also entitled to her attorneys' fees and costs in an amount to be determined at trial.

SECOND CAUSE OF ACTION

(Sexual Harassment in Violation of Cal. Gov. Code §§ 12940, *et seq.*)

(Against All Defendants)

127. Plaintiff re-alleges and incorporates by reference the allegations contained in the paragraphs above as if fully set forth herein.

128. At the time of the acts and failures to act alleged herein, Defendants and each of them were the employer or joint employer of Plaintiff, whom they had engaged to perform as Lead Stunt Double for Ms. Ellen Hunt in the Horizon film series.

1 129. At the time of the acts and failures to act alleged herein, Defendants Horizon Series 2, LLC,
2 Horizon Series, Inc., Territory Pictures, Inc., New Line Cinema, Inc. (collectively “the entity Defendants”),
3 Does 1- 10, and each of them were the employer or joint employer of Plaintiff, whom they had engaged to
4 perform as Lead Stunt Double for Ms. Ellen Hunt in the Horizon film series.

5 130. At all times relevant herein, Defendant Costner was the owner, managing agent, agent, joint
6 venturer, alter ego and/or co-conspirator of each of the remaining Defendants. At all times relevant herein,
7 Mr. Costner was responsible for overseeing a substantial portion of Defendants’ business operations, and
8 exercised substantial discretionary authority over vital aspects of such operations including making
9 significant decisions that affect Defendants’ internal policies as well as directing and supervising Ms.
10 LaBella’s conduct and denying Ms. La Bella employment free from unlawful harassment, discrimination,
11 and a hostile work environment based on her sex.

12 131. On May 2, 2023, the entity Defendants participated in, ratified, acquiesced in, encouraged or
13 otherwise permitted Defendant Costner to discriminate against, harass and exploit Plaintiff based on her
14 sex. The entity Defendants did this by participating in, ratifying, acquiescing in, encouraging or otherwise
15 permitting or failing to prevent Costner’s direction to LaBella to repeatedly submit to actor Ivens performing
16 a violent unscripted simulated rape scene on Ms. LaBella, without providing her notice or obtaining her
17 consent, and in violation of the provisions of her contract and the standards applicable in the industry. The
18 entity Defendants and Mr. Costner further violated Ms. LaBella’s contract and industry standards by failing
19 to have an Intimacy Coordinator or stunt coordinator on set during filming and permitting the broadcast of
20 the unscripted intimate and violent rape scene over monitors to multiple onlookers and nonessential
21 crewmembers.

22 132. Defendants and each of them failed in their affirmative duty to take reasonable steps to
23 prevent and promptly correct the sexually harassing and discriminatory conduct alleged herein.

24 133. Defendants’ acts and failures to act were based in whole or part on Ms. LaBella’s sex, in
25 violation of the FEHA through numerous illegal acts including, without limitation, subjecting Ms. LaBella
26 to harassment and discrimination based on her sex, denying her equal terms, conditions, and/or privileges
27 of employment.

28 134. Defendants’ conduct, as described in paragraphs above, was directed, performed or ratified

1 by its Managing Agents including, but not limited to, Defendant Costner.

2 135. As a proximate result of Defendants' conduct, Ms. LaBella suffered and continues to suffer
3 damages in terms of lost wages, lost bonuses, lost benefits, and other pecuniary loss according to proof. Ms.
4 LaBella has also suffered and will continue to suffer physical and emotional injuries, including nervousness,
5 humiliation, depression, anguish, embarrassment, fright, shock, pain, discomfort, fatigue, and anxiety. The
6 amount of Plaintiff's damages will be ascertained at trial.

7 136. In committing the foregoing acts as set forth in paragraphs above, Defendants and their
8 Managing Agent Mr. Costner acted despicably and subjected Ms. LaBella to cruel and unjust hardship in
9 conscious disregard for her rights under California law. The conduct of Defendants and their Managing
10 Agent Mr. Costner demonstrates a callous indifference for the law and Ms. La Bella's rights. Defendants
11 by and through their Managing Agent Mr. Costner engaged in malicious, fraudulent, and oppressive conduct
12 that justifies an award of punitive damages.

13 137. Ms. LaBella is also entitled to her attorneys' fees and costs in an amount to be determined at
14 trial.

15 **THIRD CAUSE OF ACTION**

16 **(Creation of a Hostile Work Environment Based on Sex**

17 **in Violation of FEHA Cal. Gov. Code §§ 12940 *et seq.*)**

18 **(Against All Defendants)**

19 138. At the time of the acts and failures to act alleged herein, Defendants Horizon Series 2, LLC,
20 Horizon Series, Inc., Territory Pictures, Inc., New Line Cinema, Inc. (collectively "the entity Defendants"),
21 Does 1- 10, and each of them were the employer or joint employer of Plaintiff, whom they had engaged to
22 perform as Lead Stunt Double for Ms. Ellen Hunt in the Horizon film series.

23 139. At all times relevant herein, Defendant Costner was the owner, managing agent, agent, joint
24 venturer, alter ego and/or co-conspirator of each of the remaining Defendants. At all times relevant herein,
25 Mr. Costner was responsible for overseeing a substantial portion of Defendants' business operations, and
26 exercised substantial discretionary authority over vital aspects of such operations including making
27 significant decisions that affect Defendants' internal policies as well as the authority to direct and supervise
28 Ms. LaBella's activities and denying Ms. La Bella employment free from unlawful harassment,

1 discrimination, and a hostile work environment based on sex.

2 140. On May 2, 2023, the entity Defendants participated in, ratified, acquiesced in, encouraged or
3 otherwise permitted Defendant Costner to create a hostile work environment for Plaintiff based on her sex.
4 The entity Defendants did this by participating in, ratifying, acquiescing in, encouraging or otherwise
5 permitting or by failing to prevent Costner's direction to LaBella to repeatedly submit to actor Ivens
6 performing a violent unscripted simulated rape scene on Ms. LaBella, without providing her notice or
7 obtaining her consent, and in violation of the provisions of her contract and the standards applicable in the
8 industry. The entity Defendants and Mr. Costner further violated Ms. LaBella's contract and industry
9 standards by failing to have an Intimacy Coordinator or stunt coordinator on set during filming and
10 permitting the broadcast of the unscripted intimate and violent rape scene over monitors to multiple
11 onlookers and nonessential crewmembers.

12 141. Defendants and each of them failed in their affirmative duty to take reasonable steps to
13 prevent and promptly correct the sexually harassing and discriminatory conduct alleged herein.

14 142. Defendants' acts and failures to act were based in whole or part on Ms. LaBella's sex, in
15 violation of the FEHA through numerous illegal acts including, without limitation, subjecting Ms. LaBella
16 to harassment and discrimination based on her sex, denying her equal terms, conditions, and/or privileges
17 of employment.

18 143. Defendants' conduct, as described in paragraphs above, was directed, performed or ratified
19 by its Managing Agents including, but not limited to, Defendant Costner.

20 144. As a proximate result of Defendants' conduct, Ms. LaBella suffered and continues to suffer
21 damages in terms of lost wages, lost bonuses, lost benefits, and other pecuniary loss according to proof. Ms.
22 LaBella has also suffered and will continue to suffer physical and emotional injuries, including nervousness,
23 humiliation, depression, anguish, embarrassment, fright, shock, pain, discomfort, fatigue, and anxiety. The
24 amount of Plaintiff's damages will be ascertained at trial.

25 145. In committing the foregoing acts as set forth in paragraphs above, Defendants and their
26 Managing Agent Mr. Costner acted despicably and subjected Ms. LaBella to cruel and unjust hardship in
27 conscious disregard for her rights under California law. The conduct of Defendants and their Managing
28 Agent Mr. Costner demonstrates a callous indifference for the law and Ms. La Bella's rights. Defendants

1 by and through their Managing Agent Mr. Costner engaged in malicious, fraudulent, and oppressive conduct
2 that justifies an award of punitive damages.

3 146. Ms. LaBella is also entitled to her attorneys' fees and costs in an amount to be determined at
4 trial.

5 **FOURTH CAUSE OF ACTION**

6 **(Sexual Harassment in Violation of Cal. Civ. Code § 51.9 and 52)**

7 **(Against All Defendants)**

8 147. Plaintiff re-alleges and incorporates by reference the allegations contained in the paragraphs
9 above as if fully set forth herein.

10 148. Plaintiff was in a business, service or professional relationship with Defendants. At the time
11 of the sexual harassment and exploitation, Plaintiff was actively employed by Defendants as Lead Stunt
12 Double for Ms. Hunt.

13 149. On May 2, 2023, Defendant Costner harassed and exploited Plaintiff by, without notice or
14 consent, repeatedly directing Ivens to perform a violent simulated rape scene on her, which was broadcasted
15 over monitors to numerous crew members.

16 150. Because of Defendant Costner's prominent role as writer, producer, director, and star of
17 Horizon 2, Plaintiff felt pressured to acquiesce to his demands.

18 151. By the conduct described herein, Defendants intended to deprive Plaintiff of enjoyment or
19 exercise of her civil rights.

20 152. As a result of Defendants' acts, Plaintiff suffered harm.

21 153. As a result of this unlawful conduct, Plaintiff is entitled to damages pursuant to Cal. Civ.
22 Code § 52(b)(1) in an amount to be determined at trial.

23 154. The conduct of Defendants as described herein was done with oppression and/or malice.
24 Plaintiff is entitled to punitive damages.

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1 **FIFTH CAUSE OF ACTION**

2 **(Failure to Remedy/Prevent Discrimination and Harassment**

3 **in Violation of FEHA Cal. Gov. Code §§ 12940 *et seq.*)**

4 **(Against All Defendants)**

5 155. Plaintiff re-alleges and incorporates by reference the allegations contained in the paragraphs
6 above as if fully set forth herein.

7 156. At all relevant times to this Complaint, Defendants were employers covered by FEHA
8 because they employ more than five persons. Cal. Gov't Code § 12926(d).

9 157. At all times relevant to this Complaint, Plaintiff was an employee of Defendants.

10 158. At all times herein mentioned, FEHA was in full force and effect and was binding on
11 Defendants.

12 159. Through its acts and omissions, Defendants failed in their affirmative duty to take all
13 reasonable steps necessary to prevent sex-based discrimination, harassment, and retaliation from occurring
14 in violation of Cal. Gov't Code § 12940(k).

15 160. As a direct and proximate result of Defendants' conduct, Plaintiff has suffered and continues
16 to suffer substantial losses in wages, benefits, career path opportunities, and other out of pocket expenses.
17 Plaintiff suffered and continues to suffer severe mental anguish and emotional distress, including but not
18 limited to anxiety. Plaintiff is thereby entitled to general and compensatory damages in amounts to be proven
19 at trial.

20 161. The acts of Defendants were done with malice, fraud, oppression, and in reckless disregard
21 of Plaintiff's rights. Such acts were despicable in character and warrant the imposition of punitive damages.

22 **SIXTH CAUSE OF ACTION**

23 **(Retaliation in Violation of FEHA Cal. Gov. Code §§ 12940 *et seq.*)**

24 **(Against All Defendants)**

25 162. Plaintiff re-alleges and incorporates by reference the allegations contained in the paragraphs
26 above as if fully set forth herein.

27 163. At all relevant times to this Complaint, Defendants were employers covered by FEHA
28 because they employ more than five persons. Cal. Gov't Code § 12926(d).

164. At all times relevant to this Complaint, Plaintiff was an employee of Defendants.

165. At all times herein mentioned, FEHA was in full force and effect and was binding on Defendants. Under the FEHA, it is unlawful for an employer to discharge, expel, or otherwise discriminate against any person because the person has opposed any practices forbidden by FEHA or because the person has filed a complaint under FEHA. Cal. Gov't Code § 12940(h).

166. Plaintiff engaged in protected activity by reporting the May 2, 2023 incident to multiple individuals, including the Intimacy Coordinator and her stunt supervisors.

167. Ms. LaBella was blacklisted from subsequent employment opportunities on the Horizon series and with production colleagues who were made aware of her complaints. In the months following her work on Horizon 2, Kevin Costner and the other decision-makers on set chose not to invite Ms. LaBella back as a stunt double on Horizon 3. Additionally, Mr. Allen, her supervisor on set, stopped reaching out to Ms. LaBella with opportunities.

168. The temporal proximity between her protected activity and the lack of follow-up work—despite her skill, performance, and prior demand in the field—supports a strong inference of retaliatory intent.

169. As a direct and proximate result of Defendants' conduct, Plaintiff has suffered and continues to suffer substantial losses in wages, benefits, career path opportunities, and other out of pocket expenses. Plaintiff suffered and continues to suffer severe mental anguish and emotional distress, including but not limited to anxiety. Plaintiff is thereby entitled to general and compensatory damages in amounts to be proven at trial.

170. The acts of Defendants were done with malice, fraud, oppression, and in reckless disregard of Plaintiff's rights. Such acts were despicable in character and warrant the imposition of punitive damages.

SEVENTH CAUSE OF ACTION

**(Interference with the Exercise of Civil Rights in Violation of the
Bane Act, Cal. Civ. Code § 52.1)
(Against All Defendants)**

171. Plaintiff re-alleges and incorporates by reference the allegations contained in the paragraphs above as if fully set forth herein.

1 172. California Civil Code section 52.1, also known as the Bane Act, prohibits any person or
2 persons from interfering with the exercise or enjoyment of rights under the Constitution and laws of this
3 state and the United States by use or attempted use of threats, intimidation, or coercion.

4 173. Defendants used or attempted to use intimidation or coercion to interfere with the civil rights
5 of Plaintiff, including but not limited to her rights to be free from sex discrimination. Defendants engaged
6 in the conduct described herein because of Plaintiff's sex. Defendant intimidated and coerced Plaintiff by
7 demanding her participation in a sexually exploitative simulated rape scene and engaging in other conduct
8 described herein.

9 174. Because of Defendant Costner's prominent role as writer, producer, director, and star of
10 Horizon 2, Plaintiff felt pressured to acquiesce to his demands.

11 175. By the conduct described herein, Defendants intended to deprive Plaintiff of enjoyment or
12 exercise of her civil rights.

13 176. As a result of Defendants' acts, Plaintiff suffered harm.

14 177. As a result of this unlawful conduct, Plaintiff is entitled to damages in an amount to be
15 determined at trial.

16 178. The conduct of Defendants as described herein was done with oppression and/or malice.
17 Plaintiff is entitled to punitive damages.

18 **EIGHTH CAUSE OF ACTION**

19 **(Intentional Infliction of Emotional Distress)**

20 179. Plaintiff re-alleges and incorporates by reference the allegations contained in the paragraphs
21 above as if fully set forth herein.

22 180. Defendant's conduct was extreme and outrageous with the intention of causing, or reckless
23 disregard of the probability of causing, emotional distress.

24 181. As a result of Defendants' acts, Plaintiff suffered harm and severe emotional distress.

25 182. As a result of this unlawful conduct, Plaintiff is entitled to damages in an amount to be
26 determined at trial.

27 183. The conduct of Defendant as described herein was done with oppression and/or malice.
28 Plaintiffs is entitled to punitive damages.

1 **PRAYER FOR RELIEF**

2 WHEREFORE, Plaintiff prays this Court enter a judgment against Defendants that:

3 A. Judgment be entered in favor of Plaintiff against Defendants;

4 B. That the Plaintiff be awarded compensatory damages where available;

5 C. That the Plaintiff be awarded punitive damages where available;

6 D. That the Court award Plaintiff reasonable attorney's fees and costs associated with this
7 matter, including but not limited to expert fees' and costs;

8 E. That the Defendants submit to anti-sexual harassment and anti-sexual violence training
9 provided by a reputable organization such as RAINN;

10 F. That Defendants be required to engage an Intimacy Coordinator on all future productions to
11 which they are attached;

12 G. That Defendants issue a public apology to Ms. LaBella, and

13 H. Such further legal and equitable relief as this Court may deem just and proper.

14 **DEMAND FOR JURY TRIAL**


15 184. Plaintiff also demands a jury trial on all issues so triable.

16
17 Dated: May 27, 2025

Respectfully Submitted,

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20
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