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FIRST JUDICIAL
DISTRICT COURT
2025 OCT 22 PM 12:20

STATE OF NEW MEXICO
FIRST JUDICIAL DISTRICT
COUNTY OF SANTA FE

Case No.: D-101-CV-2025-02674
Judge: KATHLEEN MCGARRY ELLENWOOD

COMPLAINT

False Light
Conversion
Unjust Enrichment
Tortious Interference

SETH KENNEY, an individual;
PDQ ARM & PROP, LLC, a State of New Mexico limited liability company;
PDQ ARM & PROP, LLC, a State of Arizona limited liability company;

Plaintiffs,

vs.

RUST MOVIE Productions, LLC, a domestic limited liability company; ALEXANDER R. BALDWIN, an individual; EL DORADO PICTURES, INC, California corporation; RYAN DENNETT-SMITH, an individual; RYAN SMITH, an individual; KACIE BRANDENSTEIN, an individual; TYLER GOULD, an individual; MATTHEW HELDERMAN, an individual; GRANT HILL, an individual; LUKE TAYLOR, an individual; STEPHEN MARINACCIO III, an individual; ROBERT DEAN, an individual; 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; DAVID HALLS, an individual; NATHAN KLINGER, 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 PICKLE, an individual; 3RD SHIFT MEDIA, LLC, a domestic limited liability company; KATHERINE WALTERS, an individual; CHRIS M.B. SHARP, an individual; JENNIFER LAMB, an individual; EMILY SALVESON, an individual; STREAMLINE GLOBAL, a business form unknown; JOUL SOUZA, an individual; TIM BARRERA, an individual; MAMIE MITCHELL, an individual; MATTHEW HUTCHINS, personal representative for the ESTATE of HALYNA HUTCHINS; and DOES 1 through 100, Inclusive;

Defendants.

COMES NOW, Plaintiffs SETH KENNEY, an individual; PDQ ARM & PROP, LLC, a State of New Mexico limited liability company; PDQ ARM & PROP, LLC, a State of Arizona limited liability company, (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 DENNETT-SMITH, an individual, RYAN SMITH, an individual; KACIE BRANDENSTEIN, an individual; TYLER GOULD, an individual; MATTHEW HELDERMAN, an individual; GRANT HILL, an individual; LUKE TAYLOR, an individual; STEPHEN MARINACCIO III, an individual; ROBERT DEAN, an individual; 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, 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 PICKLE, an individual, 3RD SHIFT MEDIA, LLC, a domestic limited liability company, KATHERINE WALTERS, an individual; CHRIS M.B. SHARP, an individual; JENNIFER LAMB, an individual, EMILY SALVESON, an individual; STREAMLINE GLOBAL, a business form unknown, JOUL SOUZA, an individual; TIM BARRERA, an individual; MAMIE MITCHELL, an individual; MATTHEW HUTCHINS, personal representative for the ESTATE of HALYNA HUTCHINS and DOES 1 through 100, inclusive (hereinafter "Defendants"), the following:

INTRODUCTION

1. Plaintiffs are in the business of supplying props to film productions, including the rental of firearms, cosmetic dummy rounds, technical props, blank ammunition sales, and armor set services. Plaintiffs have safely and without incident provided firearms, blank ammunition, and dummy rounds to approximately 1,000 highly rated feature films, television episodes, historical reenactments, theatrical productions, and volunteered goods and services for local, state and federal agencies' active shooter training.
2. Plaintiffs rented their personal firearm property to Defendants for use in the filming of "Rust." Film sets have strict safety guidelines for the use of firearms, blanks, and dummy rounds on a film set. Plaintiffs' firearm rental property was in good working order, and Plaintiffs rented to Defendants under the provisions of the strict film safety

guidelines and practices, and with the understanding that Defendants would observe and comply with local, state, and federal law.

3. Defendants knew that Plaintiffs' firearm rental property was to be loaded with only dummy rounds, and blanks, and never live ammunition. Defendants, individually and collectively, violated the rental agreement by allowing the loading, illegal concealment, and discharge of a live round of ammunition from Plaintiffs' firearm rental property.

4. Defendants, individually and collectively, breached animal welfare standards, and the rental agreement between Defendants and Plaintiffs, and did commit animal cruelty, an illegal act, using Plaintiffs' firearm rental property for financial gain.

5. Defendants, individually and collectively, chose to misuse Plaintiffs' firearm rental property for cost-cutting financial gain, resulting in animal cruelty, injury, and death.

6. Defendants' illegal acts have resulted in Santa Fe County law enforcement's seizure of and ongoing retention of Plaintiffs' firearm, and other related prop rental property.

7. Defendants, collectively and individually, benefited financially from the use, and illegal misuse of Plaintiffs' rental property, and to date, have failed to remit payment for the rental of Plaintiffs' property.

8. Defendants, individually and collectively, in an effort to distance themselves from the "Rust" criminal investigation and onslaught of negative publicity, conspired to paint Plaintiffs in a nation-wide false light scapegoat smear campaign and have falsely alleged that Plaintiffs' possession of Thell Reed's "1883" reloaded .45 Colt ammunition, made its way through Plaintiffs and to the set of "Rust," and therefore contributed to death and injury.

9. Defendants, individually and collectively, knew or should have known, like any reasonable person, that broadcasting a completely false narrative associated with death and injury, would be highly offensive to a reasonable person, and cause egregious financial damage and emotional trauma to Plaintiffs.

10. The totality of Defendants' acts, individually and collectively, has caused Plaintiffs ruinous financial losses, injury to reputation within the film community and public at large, severe emotional distress, and significant loss of past, present and future financial income.

PARTIES

11. Plaintiff Seth Kenney, is, and was at all relevant times, a resident of Arizona, and was the owner of both PDQ Arm & Prop, LLC, Arizona and PDQ Arm & Prop, LLC, New Mexico.

12. Plaintiff PDQ Arm & Prop, LLC is a limited liability company in the State of New Mexico, owned and controlled by Plaintiff, Seth Kenney.

13. Plaintiff PDQ Arm & Prop, LLC is a limited liability company in the State of Arizona, owned and controlled by Plaintiff, Seth Kenney.

14. Plaintiffs are informed and believe, and thereon allege, that Defendant Rust Movie Productions, LLC is a domestic limited liability company organized in and existing under the laws of the State of New Mexico with its principal place of business in Thomasville, Georgia (hereinafter "Defendant Rust Movie Productions"). Plaintiffs are further informed and believe, and thereon allege, that Rust Movie Productions was organized to produce the film "Rust."

15. Plaintiffs are informed and believe, and thereon allege, that Defendant Alexander R. Baldwin, an individual, is and, at all relevant times, was a resident of New York ("Defendant Baldwin"). Plaintiffs are further informed and believe, and thereon allege, that Defendant Baldwin was an actor in and producer of the film "Rust" and, at all relevant times, contracted as an individual and/or in his official capacity with the loan-out corporation Defendant El

Dorado Pictures; Defendants, and/or Does 1 to 50 to provide said services for the filming of "Rust."

16. Plaintiffs are informed and believe, and thereon allege, that Defendant El Dorado Pictures is a corporation incorporated in and existing under the laws of the State of California with its principal place of business in California, County of Los Angeles (hereinafter "Defendant El Dorado Pictures"). Plaintiffs are further informed and believe, and thereon allege, that El Dorado Pictures was the loan-out corporation for Defendant Baldwin related to the filming of "Rust."

17. Plaintiffs are informed and believe, and thereon allege, that Defendant Ryan Dennett-Smith, an individual, is, and at all relevant times, was, a resident of California, County of Los Angeles ("Defendant Smith"). Plaintiffs are further informed and believe, and thereon allege, that Defendant Smith was a producer of the film "Rust," and at all relevant times, contracted as an individual and/or in his official capacity with Defendant Thomasville Pictures, LLC, Defendants, and/or Does 1 to 50 to provide said service for the filming of "Rust."

18. Plaintiffs are informed and believe, and thereon allege, that Defendant Ryan Donnell Smith, an individual, is, and at all relevant times, was, a resident of California, County of Los Angeles ("Defendant Ryan Donnell Smith"). Plaintiffs are further informed and believe, and thereon allege, that Defendant Ryan Donnell Smith was a producer of the film "Rust" and, at all relevant times, contracted as an individual and/or in his official capacity with Defendant Thomasville Pictures, LLC, Defendants, and/or Does 1 to 50 to provide said service for the filming of "Rust."

19. Plaintiffs are informed and believe, and thereon allege, that Defendant Kacie Brandenstein, an individual, is, and at all relevant times, was, a resident of address unknown ("Defendant Brandenstein"). Plaintiffs are further informed and believe, and thereon allege, that Defendant Brandenstein was, without limitation, a co-producer for the film "Rust" and, at all relevant times, contracted as an individual and/or in her official capacity with Defendants and/or Does 1 to 50 to provide said service for the filming of "Rust."

20. Plaintiffs are informed and believe, and thereon allege, that Defendant Tyler Gould, an individual, is, and at all relevant times, was, a resident of address unknown ("Defendant Gould"). Plaintiffs are further informed and believe, and thereon allege, that Defendant Gould was, without limitation, an executive producer for the film "Rust" and, at all relevant times, contracted as an individual and/or in her official capacity with Defendants and/or Does 1 to 50 to provide said service for the filming of "Rust".

21. Plaintiffs are informed and believe, and thereon allege, that Defendant Matthew Helderman, an individual, is, and was at all relevant times, a resident of address unknown ("Defendant Helderman"). Plaintiffs are further informed and believe, and thereon allege, that Defendant Helderman was, without limitation, an executive producer for the film "Rust" and, at all relevant times, contracted as an individual and/or in her official capacity with Defendants and/or Does 1 to 50 to provide said service for the filming of "Rust."

22. Plaintiffs are informed and believe, and thereon allege, that Defendant Grant Hill, an individual, is and, at all relevant times, was a resident of address unknown ("Defendant Hill"). Plaintiffs are further informed and believe, and thereon allege, that Defendant Hill was, without limitation, an executive producer for the film "Rust" and, at all relevant times, contracted as an individual and/or in her official capacity with Defendants and/or Does 1 to 50 to provide said service for the filming of "Rust."

23. Plaintiffs are informed and believe, and thereon allege, that Defendant Luke Taylor, an individual, is and, at all relevant times, was a resident of address unknown ("Defendant Taylor"). Plaintiffs are further informed and believe, and thereon allege, that Defendant Taylor was, without limitation, an executive producer for the film "Rust" and, at all relevant times, contracted as an individual and/or in her official capacity with Defendants and/or Does 1 to 50 to provide said service for the filming of "Rust."

24. Plaintiffs are informed and believe, and thereon allege, that Defendant Stephen Marinaccio III, an individual, is and, at all relevant times, was a resident of address unknown ("Defendant Marinaccio"). Plaintiffs are further informed and believe, and thereon allege, that Defendant

Marinaccio was, without limitation, a producer for the film "Rust" and, at all relevant times, contracted as an individual and/or in her official capacity with Defendants and/or Does 1 to 50 to provide said service for the filming of "Rust."

25. Plaintiffs are informed and believe, and thereon allege, that Defendant Robert Dean, an individual, is and, at all relevant times, was a resident of address unknown ("Defendant Dean"). Plaintiffs are further informed and believe, and thereon allege, that Defendant Dean was, without limitation, a B8 financier representative for the film "Rust" and, at all relevant times, contracted as an individual and/or in her official capacity with Defendants and/or Does 1 to 50 to provide said service for the filming of "Rust."

26. Plaintiffs are informed and believe, and thereon allege, that Defendant Allen Cheney, an individual, is and, at all relevant times, was a resident of California, County of Los Angeles ("Defendant Cheney"). Plaintiffs are further informed and believe, and thereon allege, that Defendant Cheney was an executive producer of the film "Rust" and, at all relevant times, contracted as an individual and/or in his official capacity with Defendant Thomasville Pictures, LLC, Defendants, and/or Does 1 to 50 to provide said service for the filming of "Rust."

27. Plaintiffs are informed and believe, and thereon allege, that Defendant Thomasville Pictures, LLC is a limited liability company organized in and existing under the laws of Georgia with its principal place of business in Thomasville, Georgia (hereinafter "Defendant Thomasville Pictures"). Plaintiffs are further informed and believe, and thereon allege, that Defendant Thomasville Pictures is Defendant Smith's and Defendant Cheney's Georgia-based studio specializing in creating low-budget film projects, including, without limitation, "Rust."

28. Plaintiffs are informed and believe, and thereon allege, that Defendant Anjul Nigam, an individual, is and, at all relevant times, was a resident of California, County of Los Angeles ("Defendant Nigam"). Plaintiffs are further informed and believe, and thereon allege, that Defendant Nigam was a producer of the film "Rust" and, at all relevant times, contracted as an individual and/or in his official capacity with Defendant Brittany House Pictures, Defendants, and/or Does 1 to 50 to provide said service for the filming of "Rust."

29. Plaintiffs are informed and believe, and thereon allege, that Defendant Brittany House Pictures is a business form unknown (hereinafter "Defendant Brittany House Pictures"). Plaintiffs are further informed and believe, and thereon allege, that Defendant Brittany House Pictures was the loan-out corporation for Defendant Nigam related to the filming of "Rust."

30. Plaintiffs are informed and believe, and thereon allege, that Defendant Hannah Gutierrez-Reed, an individual, is and, at all relevant times, was a resident of the State of Arizona ("Defendant Gutierrez-Reed"). Plaintiffs are further informed and believe, and thereon allege, that Defendant Gutierrez-Reed was, without limitation, the Armorer for the film "Rust" and, at all relevant times, contracted as an individual and/or in her official capacity with Defendants and/or Does 1 to 50 to provide said service for the filming of "Rust."

31. Plaintiffs are informed and believe, and thereon allege, that Defendant David Halls, an individual, is and, at all relevant times, was a resident of the State of New Mexico ("Defendant Halls"). Plaintiffs are further informed and believe, and thereon allege, that Defendant Halls was, without limitation, an Assistant Director for the film "Rust" and, at all relevant times, contracted as an individual and/or in his official capacity with Defendants and/or Does 1 to 50 to provide said service for the filming of "Rust."

32. Plaintiffs are informed and believe, and thereon allege, that Defendant Nathan Klingher, an individual, is and, at all relevant times, was a resident of California, County of Los Angeles ("Defendant Klingher"). Plaintiffs are further informed and believe, and thereon allege, that Defendant Klingher was a producer of the film "Rust" and, at all relevant times, contracted as an individual and/or in his official capacity with Defendant Short Porch Pictures, LLC, Defendants, and/or Does 1 to 50 to provide said service for the filming of "Rust."

33. Plaintiffs are informed and believe, and thereon allege, that Defendant Ryan Winterstern, an individual, is and, at all relevant times, was a resident of California, County of Los Angeles ("Defendant Winterstern"). Plaintiffs are further informed and believe, and thereon allege, that Defendant Winterstern was a producer of the film "Rust" and, at all relevant times, contracted

as an individual and/or in his official capacity with Defendant Short Porch Pictures, LLC, Defendants, and/or Does 1 to 50 to provide said service for the filming of "Rust."

34. Plaintiffs are informed and believe, and thereon allege, that Defendant Short Porch Pictures, LLC is a limited liability company organized in and existing under the laws of the State of California with its principal place of business in California, County of Los Angeles (hereinafter "Defendant Short Porch Pictures"). Plaintiffs are further informed and believe, and thereon allege, that Short Porch Pictures was the loan-out corporation for Defendant Klingher and Defendant Winterstern related to the filming of "Rust."

35. Plaintiffs are informed and believe, and thereon allege, that Defendant Matthew DelPiano,, an individual, is and, at all relevant times, was a resident of California, County of Los Angeles ("Defendant DelPiano"). Plaintiffs are further informed and believe, and thereon allege, that Defendant DelPiano was a producer of the film "Rust" and, at all relevant times, contracted as an individual and/or in his official capacity with Defendant Calvary Media, Inc., Defendants, and/or Does 1 to 50 to provide said service for the filming of "Rust."

36. Plaintiffs are informed and believe, and thereon allege, that Defendant Calvary Media, Inc. is a corporation incorporated in and existing under the laws of the State of Delaware with its principal place of business in the State of California, County of Los Angeles (hereinafter "Defendant Calvary Media"). Plaintiffs are further informed and believe, and thereon allege, that Defendant Calvary Media was the loan-out corporation for Defendant Del Piano related to the filming of "Rust."

37. Plaintiffs are informed and believe., and thereon allege, that Defendant Gabrielle Pickle, an individual, is and, at all relevant times, was a resident of the State of Georgia ("Defendant Pickle"). Plaintiffs are further informed and believe, and thereon allege, that Defendant Pickle was a line producer of the film Rust and, at all relevant times, contracted as an individual and/or in her official capacity with Defendant 3rd Shift Media, LLC, Defendants, and/or Does 1 to 50 to provide said service for the filming of "Rust."

38. Plaintiffs are informed and believe, and thereon allege, that Defendant 3rd Shift Media, LLC is a domestic limited liability company organized in and existing under the laws of the State of Georgia with its principal place of business in Norcross, Georgia (hereinafter "Defendant 3RD Shift Media." Plaintiffs are further informed and believe, and thereon allege, that Defendant 3rd Shift Media was the loan-out corporation for Defendant Pickle related to the filming of "Rust."

39. Plaintiffs are informed and believe, and thereon allege, that Defendant Katherine Walters, an individual, is and, at all relevant times, was a resident of the State of Pennsylvania ("Defendant Walters"). Plaintiffs are further informed and believe, and thereon allege, that Defendant Walters was, without limitation, a Unit Production Manager for the film "Rust" and, at all relevant times, contracted as an individual and/or in her official capacity with Defendants and/or Does 1 to 50 to provide said service for the filming of "Rust."

40. Plaintiffs are informed and believe, and thereon allege, that Defendant Chris M.B. Sharp, an individual, is and, at all relevant times, was a resident of address unknown ("Defendant Sharp"). Plaintiffs are further informed and believe, and thereon allege, that Defendant Sharp was, without limitation, an executive producer for the film "Rust" and, at all relevant times, contracted as an individual and/or in his official capacity with Defendants and/or Does 1 to 50 to provide said service for the filming of "Rust."

41. Plaintiffs are informed and believe, and thereon allege, that Defendant Jennifer Lamb, an individual, is and, at all relevant times, was a resident of address unknown ("Defendant Lamb"). Plaintiffs are further informed and believe, and thereon allege, that Defendant Lamb was, without limitation, an executive producer for the film "Rust" and, at all relevant times, contracted as an individual and/or in her official capacity with Defendants and/or Does 1 to 50 to provide said service for the filming of "Rust."

42. Plaintiffs are informed and believe, and thereon allege, that Defendant Emily Salveson, an individual, is and, at all relevant times, was a resident of address unknown ("Defendant Salveson") Plaintiffs are further informed and believe, and thereon allege, that Defendant Salveson was, without limitation, an executive producer for the film "Rust" and, at all relevant

times, contracted as an individual and/or in her official capacity with Defendants and/or Does 1 to 50 to provide said service for the filming of "Rust."

43. Plaintiffs are informed and believe, and thereon allege, that Defendant Streamline Global is a business form unknown (hereinafter "Defendant Streamline Global"). Plaintiffs are further informed and believe, and thereon allege, that Defendant Streamline Global was a motion picture development and finance company related to the filming of "Rust."

44. Plaintiffs are informed and believe, and thereon allege, that Defendant Joel Souza, an individual, is and, at all relevant times, was a resident of California ("Defendant Souza"). Plaintiffs are further informed and believe, and thereon allege, that Defendant Souza was, without limitation, the Director for the film "Rust" and, at all relevant times, contracted as an individual and/or in her official capacity with Defendants and/or Does 1 to 50 to provide said service for the filming of "Rust."

45. Plaintiffs are informed and believe, and thereon allege, that Defendant Tim Barrera, an individual, is and at all relevant times, was a resident of address unknown ("Defendant Barrera"). Plaintiffs are further informed and believe, and thereon allege, that Defendant Barrera was, without limitation, 2nd Assistant Director for the film "Rust" and, at all relevant times, contracted as an individual and/or in her official capacity with Defendants and/or Does 1 to 50 to provide said service for the filming of "Rust."

46. Plaintiffs are informed and believe, and thereon allege, that Defendant Mamie Mitchell, an individual, is and, at all relevant times, was a resident of New Mexico ("Defendant Mitchell"). Plaintiffs are further informed and believe, and thereon allege, that Defendant Mitchell was, without limitation, the Script Supervisor for the film "Rust" and, at all relevant times, contracted as an individual and/or in her official capacity with Defendants and/or Does 1 to 50 to provide said service for the filming of "Rust."

47. Plaintiffs are informed and believe, and thereon allege, that Defendant Matthew Hutchins, personal representative of the estate of Halyna Hutchins, an individual, is and, at all relevant times, was a resident of California ("Defendant Hutchins"). Plaintiffs are further informed and

believe, and thereon allege, that Defendant Hutchins was, without limitation, the personal representative of the estate of Halyna Hutchins, where she served as the Director of Photography and department head, for the film "Rust" and, at all relevant times, contracted as an individual and/or in her official capacity with Defendants and/or Döes 1 to 50 to provide said service for the filming of "Rust."

48. The true names and capacities, whether individual, plural, corporate, partnership, associate, or otherwise, of Doe Defendants 1 through 200, inclusive, are unknown to Plaintiffs, who therefore sue said defendants by such fictitious names ("Doe Defendants"). Doe Defendants include, without limitation, producers and/or financiers related to the filming of the motion picture "Rust" at issue in this lawsuit. The full extent of the facts linking such fictitiously sued Doe Defendants is unknown to Plaintiffs. Plaintiffs are informed and believe and thereon allege that each of the defendants designated herein as a Doe Defendant was, and is, liable for the events and happenings hereinafter referred to, and thereby intentionally, recklessly, and/or without any just cause or excuse and with utter disregard of the consequences of their intentional acts and/or omission, or in some other actionable manner, legally and proximately caused the aforementioned injuries and damages. Plaintiffs will hereafter seek leave of the Court to amend this Complaint to show the defendants' true names and capacities after the same have been ascertained.

49. Defendants are directly liable for their own negligent acts, as well as the negligent acts of their officers and/or directors acting on their behalf. Defendants also are vicariously liable for the negligent acts of their employees, representatives, consultants, agents, and/or servants and those whom they controlled or had the right and power to control. Plaintiffs are informed and believe, and thereon allege, that at all times relevant and mentioned herein, Defendants, and each of them, were, without limitation, the agents, ostensible agents, principals, joint venturers, servants, employees, employers, co-conspirators, and/or joint venturers of their co-Defendants. Each Defendant had a shared community of interest in the object and purpose of undertaking of producing and creating the film "Rust." Each had a substantial or equal right to

share in the control of the design, production, and execution of "Rust" and the rights to profits derived therefrom, regardless of whether such right was actually exercised. Defendants controlled the administration, planning, management, and quality control of the product of "Rust." Defendants' control included, without limitation, control of marketing, accounting, human resources management, training, staffing, creation and implementation of policies and procedures, safety assessment and compliance, compliance with regulations and industry standards, licensing, certification, and the hiring, supervising, training, and managing the employees and agents used in production.

50. All Defendants were, without limitation, acting within their individual capacity and/or official capacity within the course, scope and authority of said agency, ostensible agency, employment, and/or joint venture, and that each and every Defendant, as aforesaid, when acting as a principal, was negligent in the selection and hiring, retention, training, and supervision of each and every other Defendant as an agent, ostensible agent, employee, and/or joint venturer.

51. Defendants operated as a joint venture/enterprise for the purpose of increasing profitability and pursuing their similar business interests and collectively controlled the production and staffing of "Rust."

52. Because all Defendants were engaged in a joint venture/enterprise before and throughout the use of Plaintiffs' rental firearm property, the acts and omissions of each participant in the joint venture/enterprise are imputable to all other participants. The actions of each participant and each participant's servants, agents, employees, and/or joint venturer as set forth herein, are imputed to each participant, jointly and severally.

53. In addition to their direct liability, Defendants are vicariously liable for all negligent or intentional acts or omissions committed by their agents, employees, officers, directors, apparent agents, joint venturers, and/or contractors, pursuant to the doctrines without limitation, agency, apparent agency, nondelegable duty, and/or respondeat superior.

54. Plaintiffs are informed and believe, and thereon allege, that each of the Defendants caused and is responsible for the unlawful conduct and resulting by, inter alia, personally participating in the conduct at issue in this lawsuit, or acting jointly and in concert with others who did so, by authorizing, acquiescing, ratifying, and/or failing to take action to prevent the tortious conduct that caused the hereinafter described injuries and damages to Plaintiffs, by promulgating policies and procedures pursuant to which the tortious conduct occurred, by failing and refusing, with deliberate indifference of Plaintiffs' rights, to initiate and maintain adequate supervision, retention, and/or training, and by ratifying the illegal and unauthorized conduct that occurred by employees, joint venturers, agents, and/or ostensible agents under their direction, authority, and/or control. Whenever and wherever reference is made in this Complaint to any act by a Defendant, such allegation and reference shall also be deemed to mean the acts and failure to act of each of the Defendants individually, jointly, and severally.

JURISDICTION AND VENUE

This Court has jurisdiction over this case as Court of general jurisdiction in the State of New Mexico.

This Court has personal jurisdiction over the parties to the case.

Venue in this Court is proper pursuant to NMSA 1978 § 38-3-1 (A), (B), and (F) (1988).

OCTOBER 21, 2021

SHOOTING DEATH of HALYNA HUTCHINS and INJURY of JOEL SOUZA

55. On the film set of "Rust" October 21, 2021, Defendant Gutiérrez-Reed loads a lethal round of live .45 Colt ammunition into Plaintiffs' movie rental firearm property. Gutierrez-Reed walks into the "Rust" church set, and hands Plaintiffs' rental firearm to the 1st Assistant Director, Defendant Dave Halls. Defendant Halls was 'standing in' while Defendants inside the church waited on Defendant Baldwin. Defendant Halls' and

Defendants, chose another stopgap measure to save time as Defendant Baldwin was late to set after the lunch break.

56. Defendant Gutierrez-Reed hands the firearm to Defendant Halls and instructs him to call her on the radio when Defendant Baldwin enters the church for a final safety check of the firearm. After handing the firearm to Defendant Halls, she then exits the church to smoke outside while Defendants inside the church 'wait on' Defendant Baldwin's arrival.

57. A few minutes after Defendant Gutierrez-Reed exited the church, and unbeknownst to her, Defendant Baldwin arrives inside the church to rehearse the scene.

58. Defendant Halls calls out for those inside the church "cold gun," and then proceeds to hand Plaintiffs' rental property firearm to Defendant Baldwin. Defendant Baldwin conceals the loaded firearm into Plaintiffs' rental property, a leather cross draw shoulder holster that Defendant Baldwin is wearing, and sits on the church pew, hiding the gun beneath his coat, and folded arms.

59. Defendants, individually and collectively within the church, agree to 'go off script' with Plaintiffs' rented firearm property, and fail to notify both Armorer Defendant Gutierrez-Reed and Plaintiffs' employee agent, Sarah, of their cost-saving corner-cutting decision, and once again, break the standards of firearm film safety on the set of "Rust."

60. Defendants inside the church, individually and collectively, observe Defendant Halls, a member of crew not authorized or qualified to handle guns on set, including Plaintiffs' property, do just that and arm Defendant Baldwin with a deadly weapon.

61. Upon information and belief, Defendants, as veterans of the film industry, knew or should have known, that Defendant Dave Halls was not authorized or qualified to handle firearms on set. Defendant Baldwin stated in his nationally televised interview

with George Stephanopoulos "The actor's responsibility is to do what the prop armorer tells them to do." and "...Hannah would hand me the gun 99% of the time..."

Defendant Baldwin also recounted being told by previous filmmaking prop crew of their firearm safety duties "My job is to make sure the gun is safe, and then I hand you the gun and I declare the gun safe." Defendants knew or should have known that members of the props department were the only personnel authorized to declare a gun safe, and the only members to distribute firearms to actors and stunt persons on the set of "Rust", not Defendant Dave Halls.

62. Defendants knew that the rental of Plaintiffs' firearms required a 100% alignment with safe filmmaking standards, local, state, and federal laws; that Defendant Dave Halls was only authorized to reiterate, and broadcast on the radio, and not speak in lieu, the props department declaration that a firearm is "cold" or safe.

63. Upon information and belief, Defendants, knew, or should have known, at a bare minimum, and as outlined by Defendant Director Joel Souza's email, that actors were an integral component of the firearms' safety check, and at a bare minimum, witness members of prop crew demonstrate the condition of the firearm, unloaded, or specifically what it was loaded with. As "Rust" Director, Defendant Souza Director had the opportunity and authority necessary to enforce his prior instructions. On October 8, 2021 Defendant Souza wrote "Rust" production and crew "I'd also like everyone to be told how they are to act around the horses..." and "...I'd like to make sure that **every time** (emphasis added) an actor is handed a weapon they are shown clearly that it is either empty, or loaded." Defendants, collectively and individually could not be bothered to enforce the safety of their own set.

64. Upon information and belief, Defendant Baldwin was handed the gun by Defendant Halls, and without being part of the mandatory safety check, drew Plaintiffs' rental firearm from the concealed cross-draw shoulder holster, swinging the firearm across his body, swept Defendant Mamie Mitchell with the firearm's muzzle, pointed forward, maneuvered the gun pointing directly at Halyna Hutchins and Defendant Joel Souza as they looked down and away from Defendant Baldwin. Defendant Baldwin knew where he aimed the gun as he looked down the barrel, the deceased and injured. Defendant Baldwin allowed the hammer to drop from the cocked position to deadly and injurious effect.

65. Upon information and belief, Defendant Baldwin, is the son of a United States Marine Corps firearms instructor and decades-long high school gun coach. Defendant Baldwin was raised with firearms and was trained to never handle, or manipulate a firearm that may risk its discharge, without a proper inspection.

66. Upon information and belief, Defendants knew that they were parties to ongoing safety violations on set. Complaints of safety and crew welfare went unheeded by Defendants. As a result, earlier that morning before the deadly shooting, nearly all of Defendants' camera crew resigned. Sadly, the head of camera department was in fact Director of Photography, Halyna Hutchins.

SOURCE OF THE DEADLY .45 COLT ROUNDS

67. Defendant Hannah Gutierrez-Reed who served as "Rust" Armorer, was tasked with the safe loading and unloading of blanks and dummy rounds in firearms on set, as well as their cleaning and maintenance. She personally owned the supplies she used, commonly referred to in the film business as "kit."

68. In addition to the cleaning supplies and blanks, Defendant Gutierrez-Reed had a supply of dummy rounds acquired for her father Thell Reed. Defendant Gutierrez-Reed previously used her kit on "The Old Way." Of the three dummy rounds suppliers to "Rust", Defendant Gutierrez-Reed supplied approximately 300 dummy rounds of .45 Colt, more than any other supplier.

69. Upon information and belief, Defendant Gutierrez-Reed's supply of dummy rounds had been mixed with live .45 Colt rounds that she had been shooting in her off hours while working as an Armorer on "The Old Way". Defendant Gutierrez-Reed was known to carry a loaded firearm, in both a legal and illegal manner. Six live .45 Colt rounds were found on "Rust," the same caliber and round capacity of one of the guns she carried for self-protection.

70. Regardless, in Defendant Gutierrez-Reed's November 9, 2021 interview with lead detective Hancock, she admitted to bringing the dummy round box mixed with what the FBI had determined to be live ammunition. An audio and video recording of Defendant Hannah Gutierrez-Reed ("HGR"), with legal counsel Jason Bowles present, shows Detective Hancock ("DH") lifting up a photograph of the box Defendant Gutierrez-Reed used to load Baldwin's gun with, and the following audio was recorded:

DH: "But here is my thing is that, you know..."

HGR: "Yah, with suspected live rounds in this box. "

DH: "...which, this matches what you showed me..."

HGR: "Yah"

DH: "...what you brought."

HGR: " yah. yah, um, well, yah those are the ones I brought..."

71. Upon information and belief, the FBI found Defendant Gutierrez-Reed's fingerprints and DNA on the same dummy round box she supplied from her kit, that also contained live rounds with the exact same build characteristics as the deadly round she loaded into Defendant Baldwin's gun.

72. Plaintiffs' single dummy round box supplied to "Rust" had a handwritten label on both ends, in bright blue sharpie pen on white gaffer tape. Plaintiffs' dummy round box was found on the prop truck hundreds of yards away at the time of the shooting.

73. The criminal investigation and FBI tested the contents of Plaintiffs' only dummy round box supplied to "Rust" and determined the contents were in fact dummy rounds, and inert.

74. Additionally, photographic evidence was admitted in the felony criminal conviction of Defendant Gutierrez-Reed that specifically showing that the live rounds were on the set of "Rust" two days before Plaintiffs' dummy rounds had even been sent to "Rust".

75. In August 2021 Defendant Hannah Gutierrez-Reed texted Plaintiffs, that she was desirous to shoot live ammunition from guns used to film "The Old Way." Plaintiffs replied "Never shoot live Ammo out of TV/Movie guns. Only blanks. It's a serious mistake, always ends in tears." Defendant Gutierrez-Reed replied "Good to know. I'm still gonna shoot mine tho.", a firearm chambered in .45 Colt that she had rented to "The Old Way" film production.

76. Upon information and belief, after the shooting death of Halyna Hutchins, Defendant Gutierrez-Reed would photograph and send in a privilege-waved text message to her legal counsel, Jason Bowles, and her father Thell Reed, indicating that she was still in

possession of live ammunition, that appeared to match the deadly rounds she had brought to "Rust" and loaded into Defendant Baldwin's gun.

COMPARISON of the DEADLY "Rust" AMMUNITION and "1883" RELOADS

77. Reloads are manufactured from previously fired cases, and show obvious signs of being new. Factory new ammunition are made from brand new cases. The visual differences between the two are unmistakable when the reloaded case have not been thoroughly cleaned, as was the case with Thell Reed's "1883" reloads. The case had each been fired and reloaded several times.

78. In the roughly 1,000 instances of providing dummy rounds to entertainment productions, Plaintiffs rattle test each and every dummy round before distributing for use on a film set. Plaintiffs have safely rattle tested and supplied well over one-hundred thousand dummy rounds and distributed to film projects without incident. Further, Plaintiffs do not shoot .45 Colt, and Plaintiffs have never possessed new .45 Colt ammunition, and in only one instance held Thell Reed's "1883" .45 Colt reloads.

79. The Santa Fe Sheriff's investigation, and FBI determined that the deadly rounds of "Rust" and the "1883" reloads were not a match. Thell Reed's "1883" reloads were made from brass cases that had been previously reloaded several times. The deadly rounds found on "Rust" were made from brand new cases.

80. Thell Reed's "1883" reloads had brass primers, yellow in color. The deadly "Rust" rounds had nickel plated primers, bright silver in color.

81. The projectiles (bullets) pressed and loaded into the cases were completely different as well. Thell Reed's "1883" reloads were made with lightweight, semiwadcutter bullets. The deadly "Rust" rounds had full weight 255 grain bullets, an easily distinguishable difference between the two.

82. The FBI also determined that Thell Reed's "1883" reloads used a different type of gunpowder than the live rounds found on "Rust."

83. The four components needed to manufacture the "Rust" and "1883" rounds -- the case, the gunpowder, the primer, and the bullet type -- were all found by the FBI to be dissimilar. The manner with which these four components were assembled was also dissimilar; the "Rust" ammunition was manufactured with a taper crimping die, while Thell Reed's "1883" reloads were made by a roll crimping die that resulted in a visually obvious distinction.

84. Of the ten or more data points required to accurately match live rounds, only one similarity existed between the "Rust" and "1883" rounds: the .45 Colt caliber. All nine or more possible data points were dissimilar.

ANIMAL CRUELTY

85. Upon information and belief, Defendants, individually and collectively, violated animal welfare standards by choosing to load, and firing, the loudest blank round possible from Plaintiffs' rental firearm property, with the sole purpose of frightening a horse out of the camera's frame during "Rust" filming.

86. Upon information and belief, Defendants, individually and collectively, chose to cut corners, and knowingly violated animal welfare standards and laws protecting animals.

87. Upon information and belief, Defendants knew, individually and collectively, that when filming near horses and minor children, firearms are to be loaded with a maximum 1/4 load blanks, or less.

88. Upon information and belief, Defendants, individually and collectively, including the "Rust" horse wrangler Doe, loaded and fired the loudest blank possible in Plaintiffs' firearm rental property, a multiple of 4x the maximum permissible blank round to be used near horses and minor children.

89. Upon information and belief, Defendants, individually and collectively, used an abusive mechanism to generate real on-camera fear and the horse's reaction for personal and financial gain.

90. Upon information and belief, the mindset of Defendants, individually and collectively, was to get the film 'in the can' at any cost, including corner-cutting cost savings in the form of animal abuse.

91. Upon information and belief, Defendants were focused on personal and financial gain, and did use Plaintiffs' firearm rental property as an instrument of animal cruelty, in an effort to achieve their goals.

FIRST CAUSE OF ACTION
FALSE LIGHT

92. Upon information and belief, in the years following the shooting, Defendants, individually and collectively would use their influence and conspired with Defendants Doe, and used cutthroat industry Hollywood 'fixers' and media to cast Plaintiffs in a false and offensive light.

93. The film industry was Plaintiffs' source of income, and is predominantly compromised of liberals.

94. Upon information and belief, at the direction of Defendants, Vanity Fair's Anthony Breznican wrote a false and misleading article and published 'Trumper' quotes falsely attributed to Plaintiffs.

95. Upon information and belief, the recent Blake Lively litigation and press coverage revealed many of Defendants' Hollywood 'fixer' tactics. Film industry 'fixers' are playfully represented in Episode 2, of "The Fall of the House of Usher", where the Usher family fixer averted a public relations crisis and fabricated spin using media outlets and influencers, that included the scripted inclusion of "Anthony Breznican at Vanity Fair."

96. Upon information and belief, Defendants, individually and collectively would use their celebrity contacts and connections to launch a national propaganda campaign against Plaintiffs.

96. Upon information and belief, in Defendant Baldwin's Occupational Health and Safety Bureau ("OSHA") recorded interview he made a number of false and misleading statements, including but not limited to that on the day of the deadly shooting "Seth Kenney is on set, I'm told." And "I mean, there's been some discussion as to what days was Kenney actually on the set, because we were told by very verifiable sources that Kenney was on the set the day that this happened.", meaning the day of the deadly shooting.

97. Upon information and belief, Defendant Baldwin conspired with Defendants and capitalized on his star status to scapegoat the only party not directly tied to the "Rust" production and insurance policy, and further falsely stated in his OSHA interview about

Plaintiffs "We were told that he visited, that people saw him there the day that this happened. And Kenney, of course was the one who they, is certainly one of the people that believe is responsible for bringing the live ammō onto the set."

98. Defendants, individually and collectively unjustified and relentless public harassment has occurred for years. In Defendant Baldwin's (publicly available) interview, he once again attacked Plaintiffs when asked by the OSHA interviewer if he had ever met Seth Kenney. Defendant Baldwin replied "Kenney, who I, if Kenney, here's the problem. It's like saying did you ever meet Jeffrey Epstein?" Defendants, individually and collectively painted Plaintiffs under and unsettled false light.

99. Upon information and belief, in an attempt to distribute blame and responsibility for the deadly and injurious "Rust" shooting, Defendants, individually and collectively, broadcasted false and misleading statements to a national audience, including the false statement found in Defendant Baldwin's published OSHA interview that Plaintiff Seth Kenney was on the set of "Rust." Defendant Baldwin stated "...he was there as this master armorer or this mentor armorer..." another completely false statement.

100. Plaintiffs' firearm rental property was brand new and in perfect working order when supplied to "Rust." Upon information and belief, in Defendant Baldwin's OSHA interview he stated that he had trained and filmed with Plaintiffs' rental firearm property for nearly a week without issue, and responded to OSHA interviewer question "Did it seem like the gun may have had a mechanical defect?" Defendant Baldwin replied "No. No, because I had used that gun before, I didn't have any problem." Defendant Baldwin further stated "...the problem with the gun is that there was a live bullet in there. That's the problem with the gun."

101. Upon information and belief, Defendant Baldwin switched his tune and adopted a more aggressive approach to deflect responsibility and claimed that Plaintiffs' rental firearm property had a defect of firing without the trigger being pulled, and broadcasted this false statement repeatedly on a national scale.

102. Upon information and belief, Defendants individually and collectively, broadcasted false statements to besmirch Plaintiffs reputation and the condition of their firearm rental property, and adopted a coordinated effort to deflect public ridicule, and scorn, to salvage prestige, prevent economic losses related to "Rust" revenue, and falsely shifted blame and responsibility to Plaintiffs.

103. Plaintiffs firearm rental property's, was designed in 1873, with a high degree of function and reliability. It is this reason the Colt Pattern Single Action Army, was selected as the official firearm of the State of Arizona and it is still manufactured, and used extensively to date.

104. Upon information and belief, Defendants, individually and collectively, for the purposes of financial gain, and standing in the community, did conspire to paint Plaintiffs in a false light, and individually and collectively, arranged for Defendant Baldwin to interview on Chris Cuomo's nationally publicized talk show, and broadcast the falsehood that Seth Kenney served as a "Rust" manager-producer, Armorer Mentor, and in this false and fabricated capacity, was blamed or held responsible for "Rust" production's hiring of armorer, Defendant Hannah Gutierrez-Reed.

105. Upon information and belief, "Rust" Director Defendant Joël Souza, made the decision to hire Hannah Gutierrez-Reed.

106. During the same week of the Chris Cuomo broadcast, Defendant Baldwin would provide CNN with a nationally broadcast interview, where he once again shifted blame from himself and Defendants, to paint Plaintiffs in a false and misleading light, and without facts in support, mused aloud in the interview whether Plaintiff Seth Kenney had commingled live ammunition with blanks.

107. Upon information and belief, Defendants enlisted the services of on-line YouTube channels for on-line attacks, and painted Plaintiff in a false and negative light.

108. Additionally, and as part of Defendants' campaign to rebuild their standing in the public eye, did also enlist the services, or through intermediaries, for paid on-line 'trolls', and broadcasted messaging directed toward diminishing Plaintiffs standing, and once again painted Plaintiffs in a false light.

109. Upon information and belief, Defendants individually and collectively, attacked Plaintiffs on a national broadcast level, and at every opportunity, to misdirect negative attention from themselves, and cast Plaintiffs in a highly offensive false, that has resulted in destruction of Plaintiffs' income, personal humiliation, mental anguish, besmirched reputation and standing in the community.

Hussain v. Palmer Communs., 60 Fed. Appx. 747, 752 (10th Cir. 2003) ("*Hussain*")

110. Upon information and belief, on January 9, 2025 Defendant Baldwin filed a lawsuit in the 1st Judicial District Court of Santa Fe County against the SFCO District Attorney's office, and Sheriff Department, and in doing so spread false and malicious accusations against Plaintiffs (an unnamed third party to the lawsuit) through Defendants contacts in the media with a broader goal of swaying public sentiment.

111. Upon information and belief, the extensive criminal investigation and resulting trials and sworn testimony, Defendant Baldwin was made aware that Plaintiffs did not purposely or inadvertently supply the Rust production with live ammunition:

112. At large and in Defendant Baldwin's lawsuit, he scapegoats others and specifically, Plaintiffs, as falsely and maliciously stated in paragraph 38 of his lawsuit "Both Zachry and Gutierrez-Reed came with strong recommendations from the production's ammo supplier, Seth Kenney". This false and misleading accusation is akin to shooting two people with one bullet. Defendant Baldwin with total disregard for truth, managed three false and malicious statements aimed directly at Plaintiff.

113. Defendant Baldwin created a false and underhanded suggestion that Gutierrez-Reed was hired and worked on Rust due to Plaintiffs "strong recommendation". Plaintiffs did not, nor had they known Defendant Gutierrez-Reed's set work capabilities or lack thereof, having neither worked with, or trained Gutierrez-Reed to work set as an Armorer.

114. Defendant Baldwin broadcasted to media, and made a false and underhanded statement in his lawsuit that Plaintiffs were the sole supplier of "ammo" to Rust. Upon information and belief, the extensive criminal investigation and resulting trials and sworn testimony informed Defendant Baldwin that there were three dummy round suppliers to the Rust production, and two suppliers of blank rounds.

115. Upon information and belief, due to the extensive criminal investigation and resulting criminal trials, including sworn testimony, Defendant Baldwin knew or should have known that "ammo" as defined by Oxford's Language dictionary is an abbreviation of "Ammunition".

116. "Ammunition", defined by the Bureau of Alcohol, Tobacco and Firearms has both a propellant charge (commonly gunpowder) and a projectile, most commonly a bullet, steel or lead shot. Defendant Baldwin falsely and maliciously alleged that Plaintiffs were the supplier of live ammunition to the set of Rust.

117. In paragraph 77 of Defendant Baldwin's lawsuit, he falsely alleged that Plaintiffs were a supplier of live rounds to Rust, or that there was increased evidence that Plaintiffs had inadvertently been the source of live ammunition and made the false suggestion that "...more evidence emerged that Seth Kenney, a third-party ammo supplier, may have been the source of the live round."

118. Defendant Baldwin knew or should have known that the criminal investigation found no evidence linking Plaintiffs to the deadly round of ammunition that Defendant Baldwin fired. Instead, the Santa Fe County criminal investigation cleared Plaintiffs and found that the live ammunition Plaintiffs had was entirely dissimilar to that found on Rust.

119. Defendant Baldwin continues throughout his media released lawsuit with false and misleading statements in paragraphs 80, 81, 82, 83, and in paragraph 158 section d states that Plaintiffs supplied ammunition (live rounds), and therefore the source of the deadly round of ammunition stating "...Kenney (the film's ammunition supplier)..."

120. Defendant Baldwin's lawsuit made additional false allegations, that Plaintiffs were made aware of the lapses in set safety prior to the shooting death, another completely false allegation with the sole purpose of smearing Plaintiffs reputation.

121. Again in paragraph 213 of Defendant Baldwin's publicly advertised and media distributed lawsuit, he falsely and maliciously states "...Kenney had already revealed to

Detective Hancock that he may have been the source of the live bullet that killed Hutchins.)", another completely false allegation statement.

122. Upon information and belief, Defendant Baldwin's media released false statements were done to intentionally harm Plaintiffs in the media, film industry and public view for the purposes of deflection and a scapegoating media campaign to paint Defendant Baldwin as an innocent victim of a crazed prosecution.

123. Defendant Baldwin's false narrative is unsupported by fact, and aimed to avoid a painfully simple truth, that again, Defendant Baldwin knowingly took the firearm from a member of crew he knew was not authorized to handle firearms on-set, and without performing, or observing a safety check of the firearm with authorized crew, immediately pointed, and fired the unmodified, brand new, and as Defendant Baldwin stated in his October 21, 2021 interview with Detectives stated "...give me the biggest gun you've got", fired the largest gun he could get his hands on, to deadly injurious effect.

124. Upon information and belief, Plaintiffs have suffered at the hands of Defendants, individually and collectively, by unreasonable and highly objectionable media broadcasted publicity that attributes characteristics, conduct or beliefs that place Plaintiffs before the public in a false position, and therefore, a viable cause of action exists. See Restatement (Second) of Torts § 652E cmt. b, at 395

SECOND CAUSE OF ACTION

CONVERSION

125. Upon information and belief, Defendants, individually and collectively, agreed and allowed Defendant Baldwin to, without consent of Plaintiffs and in direct opposition to

Plaintiffs' rights and interests, take Plaintiffs' rental firearm property, illegally conceal it upon himself, draw the firearm, and without checking the firearm's safe condition, manipulate the firearm's action, shooting and killing Halyna Hutchins, and injuring Joel Souza.

126. Upon information and belief, Defendants, individually and collectively, benefited from, and continue to benefit from the aforementioned illegal and unauthorized use of Plaintiffs' rental firearm property, and did commit the illegal act of animal cruelty for financial gain.

127. Upon information and belief, Defendants, individually and collectively, contributed to, or directly caused manslaughter, and injury born of cost-cutting financial gain with the illegal and unauthorized use of Plaintiffs' firearm rental property.

128. Upon information and belief, Defendants individually and collectively, violated NM Stat § 30-7-4 (2023) with the reckless, and unauthorized use of Plaintiffs' firearm rental property, resulting in both death and injury.

129. Upon information and belief, Defendants, individual and collective lawful and temporary use and possession of Plaintiffs' property, and did delve into unauthorized and illegal use by Defendants, contrary to the scope of authority agreed to by Plaintiffs.

130. Upon information and belief, Defendants, individually and collectively, used Plaintiffs' rental firearm property in an unauthorized manner and scope, seriously violating Plaintiffs' right of control by Plaintiffs', employee agent, Sarah Zachry.

131. Upon information and belief, and as a result of Defendants' criminal conversion of Plaintiffs' property, to kill and maim, Plaintiffs suffers ongoing severe emotional distress.

Spatès v. Dameron Hospital Assn., 114 Cal. App. 4th 208 (Cal. App. 3d Dist. 2003)

THIRD CAUSE OF ACTION

UNJUST ENRICHMENT

132. On October 4, 2021 Defendants and Plaintiffs entered into a rental contract, and purchase agreement. Plaintiffs did provide Defendants with the goods and services set forth in the rental and purchase agreement.

133. Defendants were to pay for, and return Plaintiffs personal rental property on or before November 5, 2021, and have not. As a result of Defendants' unauthorized illegal acts; Plaintiffs' rental property was seized by law enforcement officials, where it remains to the date of this filing.

134. Upon information and belief, Defendants' Production and filming of "Rust" has been completed, and the "Rust" film is being broadcasted, and marketed for sale, without just compensation to Plaintiffs, for use of their rental property.

135. Upon information and belief, Defendants, individually and collectively, have benefited, from the use of Plaintiffs rental property, and have failed, or refused to pay the outstanding invoices, up to and including the initial 5-week rental, and any extended rental due while Plaintiffs' property is held in evidence by the Santa Fe County Sheriffs Department, as a result of Defendants' unauthorized, and illegal acts.

136. Plaintiffs are due just compensation from Defendants' and the benefit they received from use, and sale of Plaintiffs' property.

FOURTH CAUSE OF ACTION

TORTIOUS INTERFERENCE

137. A film production's Property Department and its qualified members, are the only film crew personnel authorized to work with actors, stunt doubles, and body double 'stand-ins' with firearms and props.

138. Property Master, Sarah Zachry served as both, head of the "Rust" Property Department, as well as Plaintiffs' employee agent. Sarah Zachry, as "Rust" Property Master employee agent, had authority and did select, based on existing agreements with Plaintiffs, to source prop rentals used in the filming of "Rust" from Plaintiffs.

139. Dual agency working relationship between Property Master, and prop house supplier, is a common practice in the film business, satisfies Federal Firearms laws, and commonly lasts the entirety of one's career.

140. Upon information and belief, Defendants, individually and collectively, were aware that Plaintiffs had an agency with, Sarah Zachry, and a rental agreement contract with Defendants, and did rent, all of the "Rust" film set firearms, from Plaintiffs.

141. Upon information and belief, Defendants, including Defendant Joel Souza, Defendant Gabrielle Pickle, and Defendant Hannah Gutierrez-Reed, and Sarah Zachry, individually and collectively, had zoom conference calls with Plaintiffs, to establish the inventory and timelines for delivery and use of Plaintiffs' rental property through dual agent Sarah Zachry throughout the filming of "Rust."

142. Upon information and belief, Defendants, individually and collectively, used Plaintiffs' rental property to film "Rust" for 12 days of the total 21 day film shoot.

143. Upon information and belief, Defendants, individually and collectively, did interfere with the safe operation of Plaintiffs' existing business and contract, and without justification or authority, breached all manner of the existing business rental contract and agreement, and used Plaintiffs rental property to deadly and injurious results, resulting in the Santa Fe County law enforcement seizure of Plaintiffs property, where it remains to the date of this filing.

144. Upon information and belief, Defendants individually and collectively, received a sales order of blank ammunition for use in filming "Rust", from Plaintiffs, and did use the blank ammunition to film "Rust" for 12 days of the total 21 day film shoot, and due to the Defendants' interference with the safe execution of the existing business agreement and rental contract, used Plaintiffs' rental property to deadly and injurious results, resulting in the Santa Fe County law enforcement seizure of the blank ammunition, a necessary component to complete and satisfy, Plaintiffs' existing business.

145. Upon information and belief, Defendants, individually and collectively, knowingly jeopardized the safe usage of Plaintiffs' rental property, and hid this from Plaintiffs' employee agent, Sarah Zachry, a breach of the existing business rental agreement contract.

146. Upon information and belief, Defendants, individually and collectively, unauthorized and illegal acts, have caused interruption and interference with Plaintiffs' existing business, and as a result, and solely due to Defendants' unauthorized, unsafe and illegal activities, Plaintiffs have suffered economic damages over the last three years, and continue to suffer economic damage, due to interference.

147. Upon information and belief, Defendants, individually and collectively, did, due to their illegal actions, cause the law enforcement seizure of Plaintiffs' rental property, the prime element of the rental contract, and Plaintiffs' existing and prospective business.

148. Upon information and belief, if not but for the illegal interference, and wrongful breach by Defendants, Plaintiffs' rental firearms property would not be in custody with law enforcement, and both Defendants and Plaintiffs, would have been able to satisfy the rental agreement contract.

PUNITIVE DAMAGES AGAINST ALL DEFENDANTS

Plaintiffs incorporate herein by reference, each and every allegation and statement contained in paragraphs 1 through 148, supra, as if the same had been set forth fully below.

At all times relevant to the allegations in this complaint, the conduct of the Defendants was malicious, willful, reckless, and/or wanton.

To the extent and of the Defendants is or was acting as an agent of any other Defendant, the conduct of the agent Defendant alleged in this complaint was authorized and/or ratified by the principal Defendant.

The conduct of the Defendants who were acting as agents and/or employees of any of any of the Defendants, when taken as a whole, show that the employer/principal Defendants were malicious, willful, reckless, wanton, or in bad faith.

PRAYER FOR RELIEF

WHEREFORE, Plaintiffs pray for judgement against all Defendants, and each of them, as follows:

1. Plaintiffs compensatory damages against each Defendant, jointly and severally, in an amount to be proven at trial,
2. For Plaintiff Seth Kenney, damages related to the severe emotional injuries he has suffered;
3. For civil penalties as permitted by law;

4. For punitive damages;
5. For costs and reasonable attorneys' fees;
6. For pre-judgment and post-judgment interest as permitted by law; and
7. For other such relief as the Court may deem proper.

Dated: October 22, 2025

Respectfully submitted,

Seth Kenney
in pro se

By 