

STATE OF NEW MEXICO
COUNTY OF SANTA FE
FIRST JUDICIAL DISTRICT

STATE OF NEW MEXICO,

PLAINTIFF,

VS.

ALEXANDER RAE BALDWIN III,

DEFENDANT.

No. D-0101-CR-2024-0013
Judge Mary Marlowe Sommer

Motion In Limine No. 3

**DEFENDANT ALEC BALDWIN'S MOTION *IN LIMINE* TO PRECLUDE
ARGUMENT, TESTIMONY, AND EVIDENCE RELATING TO BALDWIN'S ROLE AS A PRODUCER**

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Counsel for Alec Baldwin

Defendant Alec Baldwin, by and through his attorneys, submits this motion *in limine* to preclude arguments, testimony, and evidence related to Baldwin's role as a *Rust* producer.

PRELIMINARY STATEMENT

The State has charged Baldwin with Involuntary Manslaughter under one of two alternative theories: (1) negligent use of a firearm, and (2) acting without due caution or circumspection. *See* Grand Jury Indictment (Jan. 19, 2024). The indictment states that both counts are based on the commission of an "unlawful act" that took place "on or about October 21, 2021." To return an indictment under the theory of "without due caution or circumspection," the grand jury was told it needed to find probable cause that Baldwin "discharged a firearm during the production of a movie without first verifying the firearm contained no live ammunition and while the firearm was pointed in the direction of another . . . on or about October 21, 2021." Ex. A at 97:2-16. Moreover, the grand jury was told that to indict Baldwin it needed to find probable cause that Halyna Hutchins' death "was a foreseeable result of" (1) "Alec Baldwin negligently using a firearm," or (2) "Alec Baldwin discharging a firearm during the production of a movie without first verifying firearm contained no live ammunition and while the firearm was pointed in the direction of another." *Id.* at 97:21-98:3.

At minimum, the jury here will need to find beyond a reasonable doubt that Baldwin "consciously disregard[ed] a substantial and unjustifiable risk" that harm [would] result from his conduct," *State v. Henley*, 2010-NMSC-039, ¶ 14, 237 P.3d 103, and that Hutchins' death was a "foreseeable result" of his wilful disregard of that risk. Whether or not Baldwin was a producer of the film *Rust* is irrelevant to that determination. Instead, the State's introduction of evidence related to Baldwin's role as a producer will only confuse the issues, mislead the jury, and result in extreme prejudice to Baldwin. Baldwin is not on trial, and cannot legally be put on criminal trial, for failing in his role as a producer to properly supervise "the work being done by the crew" or

“ensure proper training and safety,” as the State argued in response to a motion *in limine* less than three weeks before trial. If the State is permitted to frame its case in terms of Baldwin’s alleged responsibilities as a producer, it will require a trial within a trial related to issues that do not bear on the ultimate question the jury must answer. The State should be precluded from proffering evidence and testimony related to Baldwin’s role as a producer, and it should be precluded from describing Baldwin as “the boss” or the person “in charge,” or other similar language, on the set.

ARGUMENT

The Court should preclude the State from introducing evidence related to Baldwin’s role as a producer because it is both irrelevant and highly prejudicial.

Relevance. Under Rule 11-401, “[e]vidence is relevant if (A) it has any tendency to make a fact more or less probable than it would be without the evidence, and (B) the fact is of consequence in determining the action.” Rule 11-401 NMRA. The fact that Baldwin was a producer of *Rust* has nothing to do with the allegation that he “negligently used a deadly weapon” or any allegation that he “discharged a firearm during the production of a movie without first verifying the firearm contained no live ammunition.” And nothing about the “roles” or “responsibilities” of a producer is relevant to the jury’s determination of whether those allegations are true. The allegation that Baldwin negligently used a deadly weapon on a movie set is not made “more or less probable” based on whether or not he is credited as a producer. *See* Rule 11-401 NMRA. The evidence is therefore irrelevant.

Prejudice. This evidence is also improper under Rule 11-403. That’s because any minimal “probative value” would be “substantially outweighed by a danger of” “confusing the issues, misleading the jury, undue delay, [and] wasting time.” Rule 11-403 NMRA. It is the Court’s role to “function [as a] gatekeeper by filtering the evidence presented at trial to ensure the jury’s

conclusions were ‘not based on improper considerations or evidence.’” *Progressive Casualty Co. v. Vigil*, 2018-NMSC-014, ¶ 33, 413 P.3d 850 (quotation omitted).

The district court should exercise its discretion under Rule 11-403 and preclude evidence and argument related to Baldwin’s role as a producer for two independent reasons.

First, the jury will be misled and confused by any producer evidence. The State has claimed it is not seeking to hold Baldwin *liable* under a supervisory theory based on his role as a producer. *See* State’s Amended Response to Baldwin’s Request for Leave to File Supplemental Brief (June 21, 2024), at 5 (“The State is not seeking to argue that Defendant is criminally liable because he was a producer.”). Such a vicarious liability theory in the homicide context would be legally untenable. *See, e.g., In re Statman*, 2020-Ohio-4285, ¶ 33 (“Vicarious liability . . . is a ‘departure from generally accepted principles of criminal culpability’”); Francis Bowes Sayre, *Criminal Responsibility for the Acts of Another*, 43 HARV. L. REV. 689, 702 (1930) (“Vicarious liability is a conception repugnant to every instinct of the criminal jurist.”). And yet, most jurors are lay individuals, not lawyers, who would likely hear evidence about Baldwin’s role as a producer and conclude, “he is the boss and the buck stops with him.” Indeed, that is precisely what the State intends for jurors to conclude when it argues and proffers testimony describing Baldwin in those terms. This type of vicarious liability theory is prohibited in a homicide case, and the Court should exclude the evidence to prevent confusion of the issues.

Second, permitting the State to introduce evidence of Baldwin’s role as a producer will waste the jury’s time. If the State introduces evidence that Baldwin’s role as a producer gave him a duty to ensure the set was safe, then Baldwin may have no choice but to call the six other producers. Indeed, Baldwin’s agreement with Rust Movie Productions LLC makes clear that Baldwin had no duty to manage or supervise the crew and no authority to make any decisions

regarding the budget. *See* Ex. B at 1-2 (“[Baldwin] may not engage the services of and/or facilities of any third party in connection with the Picture without Production Company’s prior written consent in each instance.”); *id.* at 3 (“Production Company shall have final determination with respect to any creative decision that would result in a material increase in the Budget.”); *id.* at 11 (“[Baldwin] shall have no right to or authority to and shall not employ any person in any capacity, nor contract for the purchase or rental of any article or material, nor make any commitment, agreement or obligation whereby Production company shall be required to pay any monies or other consideration, without Production Company’s prior written consent in each instance.”); *id.* at 11-12 (“[Baldwin] shall, throughout the Term, promptly and faithfully comply with all reasonable instructions, reasonable directions, reasonable requests, reasonable rules and reasonable regulations made or issued by Production Company, and shall perform Artist’s services conscientiously and to the full limit of Artist’s ability at all times, when and wherever required or desired by Production Company and as instructed by Production Company in all matters, including those involving artistic taste and judgment, and with due regard to the prompt, efficient and economical production of the Picture. In no event shall Artist, without Production Company’s prior written consent, engage the services and/or facilities of any third party in connection with the Picture.”); *id.* at 12 (“Production company shall be entitled to and shall own all of the results and proceeds of Artist’s services under this Agreement.”).

In short, if the State is permitted to make improper arguments related to Baldwin’s role as a producer, Baldwin will be forced to rebut those arguments by presenting of exhibits, witnesses, and testimony that would otherwise have no place in this trial. This will end up wasting the Court’s time with a mini-trial litigating which producer had which duties when there is no such thing as supervisory liability in criminal law in the first place. Doing so would severely prejudice Baldwin.

CONCLUSION

For the above reasons, Baldwin respectfully requests that the Court preclude any arguments and evidence related to Baldwin's role as a producer.

Date: June 24, 2024

Respectfully submitted,

QUINN EMANUEL URQUHART & SULLIVAN, LLP

By: /s/ Luke Nikas

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Counsel for Alec Baldwin

CERTIFICATE OF SERVICE

I hereby certify that on June 24, 2024, a true and correct copy of the foregoing brief was emailed to opposing counsel.

/s/ Heather LeBlanc _____
Heather LeBlanc

EXHIBIT A

GRAND JURY 01/19/2024, 0838

MS. MORRISSEY: Okay. We are back on the record. Today is January 19th, 2024. Time is 8:49 a.m. There's never going to be a time I do something that I don't have to be corrected. It's not going to happen. We are continuing the grand jury presentation in -- with the target Alexander Baldwin. In the room, we have the grand jurors, the court monitor, a trainee for the court monitor. We do have two Spanish interpreters for one of our grand jurors, and sir, would you state your name? I can see that you're different than the -- the lady that we had here yesterday.

MR. ORTIZ: Yes. I'm Christian Ortiz (ph), certified court interpreter for New Mexico, and I have been sworn in already, so.

MS. MORRISSEY: Okay. Great. And for the record, your name?

MS. DRAKE: Marissa Drake.

MS. MORRISSEY: Okay. And -- and you're being trained today. Okay. Great. In addition to that, we have Shadrick Boe (ph), Kent Whalquist, and Jason Lewis.

I want to take a moment, if -- if it's okay, to -- if you recall, when I read the elements instructions initially, we -- we had some language in there that -- that was more designed for criminal trials and not grand

1 property.

2 "Count II, alternative, involuntary manslaughter
3 without due caution and circumspection. 14 231
4 involuntary manslaughter essential elements. For you to
5 return a true bill on the charge of involuntary
6 manslaughter, you must find probable cause as to each of
7 the following elements: The target discharged a firearm
8 during the production of a movie without first verifying
9 the firearm contained no live ammunition and while the
10 firearm was pointed in the direction of another; two,
11 the target should have known of the danger involved from
12 the target's actions; three, the target acted with
13 willful disregard for the safety of others; four, the
14 target's act caused the death of Halyna Hutchins; five,
15 this happened in New Mexico on or about October 21st,
16 2021.

17 "14 251 homicide approximate cause defined. In
18 order -- in addition to the other elements of the crime
19 of involuntary manslaughter as set forth in instruction
20 number 14 231, you must find probable causes to each of
21 the following elements: One, the death was a
22 foreseeable result of Alec Baldwin negligently using a
23 firearm or Alec Baldwin discharging a firearm during the
24 production of a movie without first verifying the
25 firearm contained no live ammunition and while the

1 firearm was pointed in the direction of another; two,
2 the act of the target was a significant cause of the
3 death of Halyna Hutchins. The target's act was a
4 significant cause of death if it was an act which, in a
5 natural and continuous chain of events uninterrupted by
6 an outside event, resulted in the death and without
7 which the death would not have occurred. There may be
8 more than one significant cause of death. If the acts
9 of two or more persons significantly contributed to the
10 cause of death, each act is a significant cause of
11 death.

12 "14 252 homicide negligence of deceased or third
13 person. The state must prove beyond -- must prove
14 probable cause that the target's act was a significant
15 cause of the death of Halyna Hutchins. An issue in this
16 case is whether the negligence of a person other than
17 the target may have contributed to the cause of death.
18 Such contributing negligence does not relieve the target
19 of responsibility for the act that significantly
20 contributed to the cause of the death so long as the
21 death was a foreseeable result of the target's actions.
22 However, if you find the negligence of a person other
23 than the target was the only significant cause of death
24 or constitutes an intervening cause that breaks the
25 foreseeable chain of events, there is no probable cause

EXHIBIT B

RUST MOVIE PRODUCTIONS LLC

Date: October 6, 2021

El Dorado Pictures, Inc.
Attn: Alec Baldwin, President
160 Varick St., Room 09-G05
New York, New York 10013

Re: Rust, Producer Agreement

Dear Mr. Baldwin:

This letter, together with the attached Exhibits “A” and “B,” each of which by this reference are incorporated herein as if fully set forth herein, shall confirm the agreement between El Dorado Pictures, Inc. (“Lender”) furnishing the services of Alec Baldwin (“Artist”), on the one hand, and Rust Movie Productions LLC, a New Mexico limited liability company (“Production Company”) and Corporate Capital Holdings, LLC, a Wyoming limited liability company (“Owner”), on the other hand, whereby Production Company engages Lender to cause Artist to render those services customarily rendered by a producer in connection with production of the motion picture tentatively entitled “Rust” (the “Picture”).

1. Compensation. Provided that Artist is not terminated for uncured material default of this Agreement, Production Company agrees to pay the following:
 - a. Fixed Compensation: Production Company shall pay Lender, on a pay-and-play basis, as (except as otherwise set forth below) full and complete compensation for the services of Artist and for all rights granted to Production Company, a producer’s fee of One Hundred Thousand U.S. Dollars (USD\$100,000.00) to be paid in full on or before October 8, 2021.
2. Term.
 - a. Start Date: The Start Date shall be on or about October 6, 2021.
 - b. End Date: The End Date upon film-lock and execution and delivery of a third-party distribution agreement to Production Company.
3. Services. Artist may not engage the services of and/or facilities of any third party in connection with the Picture without Production Company’s prior written consent in each instance. Lender shall cause Artist to render all pre-production, production, and post-production services reasonably requested by Production Company and customarily rendered by individual Producers in the motion picture industry. Such producing services shall be rendered on a non-exclusive basis. Artist further agrees to perform Artist’s services and comply with Artist’s obligations promptly, faithfully, conscientiously, and to the full extent of Artist’s talents, capabilities, whenever reasonably required by Production Company during the term, and at such other times as are provided herein, and in accordance with Production Company’s reasonable instructions and directions in all

matters, including those involving artistic taste and judgment, subject to the terms and conditions of this Agreement.

4. Credit. Provided Artist is not terminated for uncured, material default of this Agreement, , Artist shall be accorded the following credits on screen and in paid advertising (subject to the distributor's standard exceptions and exclusions), such credits shall be tied to all other producer/production company/executive producer credits, including without limitation, artwork/one sheets and ancillaries (such as home video packaging):
 - a. An individual credit, substantially in the form of "Produced by" in first position of all producer credits, on a shared card with Matt DelPiano (provided that Artist's name shall appear prior to Matt DelPiano's name on such card), in the main titles of the Picture (*i.e.*, whether situated at the opening or end of the Picture as "main on ends"); and, subject to the distributor's customary exclusions, in all media and paid advertising, provided such credit shall be tied to any other form of producer credit accorded to any other individual in any excluded ad. The size of type, style and duration, as applicable, of Artist's producer credit on screen and in paid advertising or excluded ads shall be no smaller than the size of type, less prominent or less duration, as applicable, of the credit accorded to any other individual credit on screen and in media and/or paid advertising, as applicable.
 - b. A company credit, substantially in the form to be mutually determined, in not less than first position (after any company credits accorded to a distributor and/or sales agency), in the main titles of the Picture and, subject to the distributor's customary exclusions, in all media and paid advertising, provided such credit shall be tied to any other production company credit accorded in any excluded ad. Production Company shall determine the cards, size, placements, orders, numbers and positions of all credits in its sole discretion, but in no event shall Artist's company credit be less than first position amongst all other production company credits in the Picture.
 - c. One (1) animated logo credit before the Picture (or, with respect to paid advertising, a static "bug" logo credit) in form and substance to be provided by EDP, and tied to any other company accorded a logo in any excluded ad.
 - d. One (1) Associate Producer credit substantially in the form "Associate Producer – Casey Bader", which may appear on a single or shared card (provided that Lender shall have approval over any individuals that appear on such shared card), in the main titles of the Picture, and subject to the distributor's customary exclusions, in the billing block of all paid advertising.
 - e. Additional Credits: In addition to the above credits, Production Company/Owner shall provide Lender/Artist "thank you" credits as Lender instructs.
5. Credit Approvals. Production Company and Lender shall have mutual approval on all credits, subject to the following:
 - a. The following credits are pre-approved:

- i. Produced by Anjul Nigam
- ii. Produced by Ryan Smith
- iii. Produced by Matt DelPiano
- iv. Producer Ryan Winterstern
- v. Producer Nathan Klingher
- vi. Executive Producer Allen Cheney
- vii. Co-producer Eden Alpert
- viii. Co-producer Jeremy Kareken

- b. The above pre-approved credits shall appear in the main titles, whether situated at the opening or end of the Picture and, subject to distributor's customary exclusions, in all paid and excluded advertising,
6. Creative Control/Business Control. Lender and Production Company shall have mutual approval on all business and creative decisions, with Lender holding tie-break on all creative decisions, provided that Production Company shall have final determination with respect to any creative decision that would result in a material increase in the Budget; provided that Production Company shall have the right (to be exercised in its sole discretion) to adapt, modify, rearrange, change, modify, fictionalize, add to or take from the Screenplay, and to combine the same with any other literary or musical work.
 7. Abandonment/Attachment. Production Company shall have the right, in its sole discretion, to suspend, postpone and/or abandon the production of the Picture at any time. If principal photography of the Picture resumes and/or commences after any postponement or abandonment, Artist and Lender shall be perpetually attached as a producer and actor in the role of "Rust", subject to terms and conditions no less favorable than the terms accorded to Lender and Artist as set forth hereunder and/or in any other agreement in connection with the Picture, including but not limited to "Fixed Compensation," "Contingent Compensation," credits, insurance and indemnification obligations.
 8. Ownership. Production Company shall own all of the results and proceeds of Artist's services in connection with the Picture in perpetuity. Artist grants to Production Company the irrevocable right to use Artist's name, approved likeness, approved photograph, approved voice, approved biography, and any and all other material or artistic, musical, or literary works that Artist may create pursuant to this Agreement and which are included in the final version of the Picture, in, and in connection with the exhibition, broadcast, distribution, exploitation, marketing, and turning to account of the Picture, by any means or devices now known or hereafter invented, throughout the universe in perpetuity. It is expressly agreed and understood that Production Company shall be the sole and exclusive owner of the Picture and all of the results and proceeds of Artist's contributions hereunder.
 9. Indemnification. Lender shall indemnify and hold Production Company harmless from and against any loss, damage, liability, claim, demand, action, cost and expense (including reasonable outside attorneys' fees and costs) (collectively "Loss") resulting

from claims made against Production Company by any third party, which arise out of or in connection with Artist's material breach of any agreement, warranty or representation set forth in this Agreement, except for frivolous claims and excepting any claim where Production Company must indemnify Lender and/or Artist pursuant to the terms hereof. Production Company shall indemnify, defend, and hold harmless Lender and Artist from and against any loss, damage, liability, claim, demand, action, cost and expense (including reasonable outside attorneys' fees and costs) arising from and/or in connection with (i) Production Company's breach of any of its representations, warranties and/or covenants pursuant to this Agreement; (ii) Production Company's negligence and/or willful misconduct and/or (iii) the development, financing, production, marketing, distribution and/or exploitation of the Picture and /or any element thereof, subject to Lender's indemnity obligations above.

10. Subsequent/Derivative Productions. Lender shall be perpetually attached as a producer (or as an executive producer for any episodic series) on any and all subsequent and/or derivative productions of the Picture, with compensation and credit terms to be no less favorable than as set forth herein. This Paragraph 10 shall be binding to Production Company and its affiliates, managers, members, officers, directors, employees, agents, licensees, sublicensees, assignees and successors.

Lender's Federal ID #: _____ (for Lender).

11. Errors & Omissions. Production Company shall include Lender and Artist as an additional named insured on any E&O and/or General Liability insurance policies that it shall secure and maintain in connection with the Picture. Upon Lender's request, Production Company shall provide certificates of insurance indicating the same.
12. DVD/Blu-ray/Soundtrack. Production Company shall provide Artist with one (1) copy of the Picture on Blu-Ray, DVD, and the soundtrack of the Picture, when commercially available.
13. Premiere/Festival Screenings: Production Company shall provide Artist with no less than two (2) invitations to any and all celebrity premieres and festivals, and shall cause the Picture's distributor(s) to provide Artist and a non-business-related companion with first class travel, first class accommodations and expenses, consistent with the provisions hereof, on a most-favored-nations basis with all other producers of the Picture.
14. Expenses. Artist shall be provided and/or reimbursed, as the case may be, for all travel, ground transportation, accommodations (if, as and when used), per diem and perq's, at the same level as, and on a most-favored-nations basis with all other producers.

Very truly yours,

RUST MOVIE PRODUCTIONS LLC
Corporate Capital Holdings, LLC, Manager

By: _____
Ryan Smith, Member

CORPORATE CAPITAL HOLDINGS,LLC

By: _____
Ryan Smith, Member

AGREED TO AND ACCEPTED:
El Dorado Pictures, Inc.

By:  _____
Alec Baldwin, President

EXHIBIT A

STANDARD TERMS AND CONDITIONS

These Standard Terms and Conditions, and shall constitute a part of that certain agreement (“Underlying Agreement”), dated as of October 6, 2021, between Rust Movie Productions LLC (“Production Company”) and Corporate Capital Holdings, LLC (“Owner”) on the one hand, and El Dorado Pictures Inc. (“Lender”) for the services of Alec Baldwin (“Artist”) on the other hand, in connection with the theatrical motion picture tentatively entitled RUST (the “Picture”). For purposes hereof, Production Company and Owner shall be collectively referred to herein as Production Company. These Standard Terms and Conditions shall be deemed fully incorporated in such Underlying Agreement, and these Standard Terms and Conditions and such Underlying Agreement shall hereinafter be collectively referred to as the “Agreement.” All terms used in these Standard Terms and Conditions shall, unless expressly provided to the contrary herein, have the same respective meanings as set forth in the Underlying Agreement. Unless expressly provided to the contrary herein, to the extent that any provision of these Standard Terms and Conditions conflicts with any provision of the Underlying Agreement, the Underlying Agreement shall control.

1. Force Majeure.

- A. Suspension. If by any reason of any mental or physical disability or otherwise, a principal member of the cast is unable and/or unwilling to substantially perform his/her services or comply with his/her material obligations in connection with the Picture or if a principal member of the cast suffers any facial or physical disfigurement or material alteration or change in his/her facial or physical appearance or any impairment in his/her voice materially detracting from his/her appearance on the screen or interfering with his/her ability to substantially perform all required services for the picture or rendering him/her unsuitable in Production Company’s good faith business or creative judgment to portray the role for which he/she was engaged or if as a result of any Act of god, war, accident, fire, strike, lock-out or other labor controversy, riot, civil disturbance, act of public enemy, law, enactment, rule, restraint, order or act of any governmental instrumentality or military authority, failure or inability to obtain any necessary permit or license, failure of technical facilities, inability to obtain sufficient labor, technical or other personnel (including, without limitation, principal cast), failure, delay or reduction in transportation facilities or water, electricity or other public utilities, or death (with respect to a cast member or the director) or unavailability of or inability to obtain life, accident, cast or health insurance or inability to obtain visas, labor permits or other governmental licenses for a principal member of the cast, the director or the producer provided each of the foregoing are beyond Production Company’s reasonable control, or other cause not reasonably within Production Company’s control or which Production Company could not by reasonable diligence have avoided, Production Company is significantly impaired in the development, preparation or production of the Picture or Production Company’s normal business operations become

commercially impracticable (“Event of Force Majeure”), then Artist’s engagement and Employees’ services and the accrual of compensation hereunder shall be deemed automatically suspended immediately upon and for the duration of such Event of Force Majeure. Lender/Artist may not be suspended pursuant to this provision unless all producers, director and cast have been suspended. Production Company shall not suspend Lender/Artist more than one time per Force Majeure event. If any producer, director or cast member is recalled or paid during such suspension, then so shall Lender/Artist.

B. Termination.

- I. Production Company’s Termination Right. If an Event of Force Majeure continues for a period in excess of four (4) consecutive weeks or six (6) aggregate weeks (excluding a strike by or lock-out of a guild or union of which Artist is a member (“Own-Union-Strike”), Production Company shall have the right to terminate this Agreement upon written notice thereof to Lender. If the Event of Force Majeure is an Own-Union- Strike or if the event giving rise to the Event of Force Majeure cannot be cured reasonably within the aforementioned time period, then Production Company shall have the right to terminate this Agreement at any time upon written notice to Artist. Lender/Artist may not be terminated pursuant to this provision unless all producers, director and cast terminated. If any producer, director or cast member is recalled after an Event of Force Majeure termination, Artist and Lender shall have the opportunity but not the obligation to return to the Project on no less favorable terms than provided for herein.
- II. Artist’s Termination Right. If a suspension predicated on an Event of Force Majeure (excluding an Own-Union-Strike) continues for a period in excess of four (4) consecutive weeks or six (6) aggregate weeks, Artist may give Production Company written notice of Artist’s desire to terminate this Agreement, and unless Production Company terminates such suspension within one (1) week after its receipt of such notice, this Agreement shall terminate.

2. Default. If Artist fails or refuses to render, perform, and/or complete to Production Company any material services required by Production Company hereunder within the applicable period agreed, or Artist otherwise fails or refuses to perform or comply with any of the material terms or conditions hereof or any other agreement entered into with Production Company (other than by reason of either Artist’s “Disability” as described in Paragraph 3 below or an Event of Force Majeure) (“Default”), then:

- A. Suspension. Artist’s services and the accrual of compensation hereunder shall be deemed suspended upon written notice from Production Company to Artist. Upon notice from Production Company, then during production periods, Artist shall have a period of thirty-six (36) hours from the date of Production Company’s

written notice within which to cure such breach, and during non-production periods, Artist shall have a period of one (1) week from the date of Production Company's written notice within which to cure such breach; and/or

- B. Termination. Subject to Artist's cure right as set forth in subparagraph (a) above, if any, Production Company shall have the right to terminate this Agreement upon written notice thereof to Artist.
3. Disability. If Artist shall be unable to render fully any of his/her services hereunder due to death or any sickness, mental and/or physical disability or legal disability ("Disability"):
- A. Suspension. Artist's services and the accrual of compensation shall be deemed automatically suspended upon and for the duration of such Disability.
 - B. Termination. If the Disability (other than the death of either Employee) shall continue for ten (10) consecutive days or fifteen (15) days in the aggregate, Production Company shall have the right to terminate this Agreement by written notice thereof to Artist, without further obligation by Artist. If Artist dies, this Agreement shall automatically terminate (except for Production Company's obligations with respect to accrued compensation, vested contingent compensation, credit, attachment to subsequent productions, indemnity and insurance obligations to Lender/Artist).
4. Effect of Suspension. During any suspension, no compensation shall accrue or be payable to Artist, and during principal photography only, Artist shall not furnish their services to any party other than Production Company; provided, however, that Artist shall have the right to furnish their services for third parties during any suspension based upon an Event of Force Majeure, subject, however, to Production Company's right to require Artist to resume rendering services hereunder upon one (1) week's prior written notice. The term of Artist's services hereunder shall be extended for a period equal to the length of such suspension, not to exceed 6 months. Payment of any compensation accrued and unpaid prior to the suspension shall be subject to all of Production Company's rights and remedies against Artist (including the right of offset) for Artist's material Default.
5. Effect of Termination. Termination of this Agreement for any Event of Force Majeure and/or Artist's Default, shall terminate Production Company's obligation to pay Artist any further compensation and shall terminate Artist's obligations hereunder (all accrued and vested compensation shall be payable when due regardless of any such termination). Payment of any compensation accrued and unpaid prior to the termination shall be subject to all of Production Company's rights and remedies against Artist (including the right of offset) for Artist's material Default. If termination occurs prior to Artist's delivery to Production Company of the material on which Artist is then working, either Artist (or the applicable Artist's estate, if Artist dies) shall immediately deliver to Production Company all material then completed or in progress (in whatever stage of completion it may be). Neither the expiration nor the termination of this Agreement shall affect Production Company's right, title and interest in and to (i) the material written by

Artist hereunder; (ii) the results and proceeds of Artist's services; or (iii) any other rights granted to Production Company pursuant to this Agreement, Artist's representations and warranties, and obligation to indemnify Production Company, shall survive any expiration or termination of this Agreement. Production Company's obligations with respect to accrued compensation, vested contingent compensation, credit, approvals/controls, Lender's and Artist's attachment to the Picture, indemnity and insurance obligations to Lender/Artist shall survive any expiration or termination of this Agreement.

6. Notices and Payments. All notices and other communications hereunder will be in writing and will be deemed duly given (a) on the date of delivery if delivered personally, (b) on the date sent by email if sent during normal business hours of the recipient during a business day, and otherwise on the next business day if sent after normal business hours of the recipient, provided that in the case of email, each notice or other communication must be confirmed within one business day by dispatch of a copy of such notice pursuant to one of the other methods described herein, (c) if dispatched via a nationally recognized overnight courier service (delivery receipt requested) with charges paid by the dispatching party, on the later of (i) the first business day following the date of dispatch, or (ii) the scheduled date of delivery by such service, or (d) on the fifth business day following the date of mailing, if mailed by registered or certified mail, return receipt requested, postage prepaid to the party to receive such notice, at the following addresses or such other address as the receiving party may designate from time to time by notice in accordance with this paragraph.
 - A. To Lender/Artist. At the address set forth on page 1 of the Underlying Agreement or at such other address of which Artist gives Production Company written notice
 - B. To Production Company/Owner. At the address set forth on page 1 of the Underlying Agreement or at such other address of which Production Company/Owner provides Lender written notice, with a mandatory courtesy copy by like delivery to: Stephen Foreht, Esq., 228 E. 45th St., 17th Floor, New York, NY 10017 or at such other address of which Production Company and/or Owner from time to time may give Lender written notice.
7. Breach.
 - A. Survival. Neither the expiration nor the termination of this Agreement shall affect Production Company's rights, title and interest in and to (i) the material written by Artist hereunder; (ii) the results and proceeds of Artist's engagement and services; or (iii) any other rights granted to Production Company pursuant to this Agreement. Artist's representations and warranties, and obligation to indemnify Production Company, shall survive any expiration or termination of this Agreement. Production Company's obligations with respect to accrued compensation, vested contingent compensation, credit, approvals/controls, Lender's and Artist's attachment to the Picture, indemnity and insurance obligations to Lender/Artist shall survive any expiration or termination of this

Agreement.

- B. Production Company's Remedies. Production Company's remedies in the event of any breach of his Agreement shall be cumulative and the exercise of one shall not preclude the exercise of any other remedy for the same or any other disability or default. Artist acknowledges and agrees that the services to be rendered by Artist hereunder is of a special, unique, unusual, extraordinary and intellectual character, making them difficult to replace and giving them a peculiar value, the loss of which cannot be reasonably compensated in damages in an action at law; that, if Artist breaches any provision of this Agreement, Production Company will be caused irreparable damage; and that, therefore, Production Company shall be entitled as a matter of right at its election to seek to enforce this Agreement and all of the provisions hereof by injunction or other equitable relief.
 - C. Artist's Remedies. The rights and remedies of Artist in the event of any breach by Production Company of this Agreement shall be limited to Artists' right to recover damages, if any, in an action at law, and Artist waives any right or remedy in equity, including any right to terminate this Agreement, or to rescind Production Company's right, title and interest in and to any material written by Artist hereunder or the results and proceeds of Artists' engagement and services or any other rights granted to Production Company hereunder, or to enjoin or restrain the distribution or exhibition of the Picture or the use, publication or dissemination of any advertising or publicity in connection therewith.
 - D. Waiver. No waiver by either of the parties hereto of any failure by the other party to keep or perform any covenant or condition of this Agreement shall be deemed to be a waiver of any preceding or succeeding breach of the same, or any other, covenant or condition.
 - E. Production Company's Breach. No action or omission of Production Company hereunder shall constitute an event of default or breach of this Agreement unless Artists shall first notify Production Company in writing setting forth the alleged breach or default and Production Company does not cure the same within ten (10) business days after receipt of such notice, reducible to five (5) business days if breach is failure to pay Lender any compensation required under this Agreement.
8. Publicity. Artist shall not issue publicity for the Picture at any time without Production Company's prior consent, except that Artist may issue publicity which relates primarily to Artist and only incidentally to the Picture, Artists' engagement or services therein, provided that any publicity issued by Artists shall not derogate, disparage or defame the Picture or any person, firm or corporation (including, without limitation, Production Company, its parents, affiliates, and subsidiaries) associated with the Picture. Artist shall not disclose to any third party (except on a confidential basis to Artist's business representatives) any proprietary information relating to the Picture or Production Company (or its parents, subsidiaries and affiliates) (including, without limitation, the Picture script and budget, the contents of any Picture participation statement or the terms

of any Picture contracts pertaining thereto), without Production Company's prior written consent.

9. **Commitments to Others.** Artists shall have no right to or authority to and shall not employ any person in any capacity, nor contract for the purchase or rental of any article or material, nor make any commitment, agreement or obligation whereby Production Company shall be required to pay any monies or other consideration, without Production Company's prior written consent in each instance.
10. **Right to Withhold.** Production Company shall have the right to deduct and withhold from any sums payable to Artist hereunder any amounts required to be deducted and withheld by Production Company pursuant to any present or future law, ordinance or regulation of the United States of America, or of any state thereof or any subdivision of any state thereof, or of any other country, including, without limitation, any country wherein Artist perform any of the services hereunder, or pursuant to any present or future rule or regulation of any union or guild (if any) having jurisdiction over the services to be performed by Artist hereunder.
11. **Representations and Warranties/Indemnities/Insurance Coverage.**
 - A. **Representations, Warranties and Indemnities.** Lender hereby represents and warrants that, Lender has the right to enter into this Agreement with Production Company and to grant to Production Company any and all of the services and rights set forth herein, and, to the best of Lender's knowledge, that Lender and Artist are not subject to any disability which would interfere with or prevent the performance of Lender's and/or Artist's obligations hereunder
 - B. **Insurance Coverage.** Lender/Artist shall be covered as additional insureds under Production Company's policies of errors and omissions and general liability insurance, and shall provide Lender with certificates of insurance verifying such coverage.
12. **Employee Insurance.** Intentionally Omitted.
13. **Supervision and Control.** Artist shall, throughout the Term, promptly and faithfully comply with all reasonable instructions, reasonable directions, reasonable requests, reasonable rules and reasonable regulations made or issued by Production Company, and shall perform Artist's services conscientiously and to the full limit of Artist's ability at all times, when and wherever required or desired by Production Company and as instructed by Production Company in all matters, including those involving artistic taste and judgment, and with due regard to the prompt, efficient and economical production of the Picture. In no event shall Artist, without Production Company's prior written consent, engage the services and/or facilities of any third party in connection with the Picture.
14. **Results and Proceeds.** Production Company shall be entitled to and shall own all of the results and proceeds of Artist's services under this Agreement (including all rights

throughout the world of production, manufacture, recordation and reproduction by any art or method, copyright, trademark and patent), for all purposes, whether such results and proceeds consist of literary, dramatic, musical, motion picture, mechanical or any other form of works, themes, ideas, compositions, creations or products. All material written by Artist under this Agreement shall be deemed a work made for hire within the meaning of the U.S. Copyright Law. Accordingly, Production Company shall be deemed the author thereof and shall be the owner of all rights therein and shall have the right to obtain copyright and renewals of copyright and other protection of the work in Production Company's own name. Without limiting the generality of the foregoing:

- A. Artist hereby grants and assigns to Production Company all rights of every kind and character in and to all results and proceeds of Artist's services under this Agreement, without reservation or condition (including, without limitation, all rights in all such material written by Artist, and all rights in all acts, poses, plays and appearances which Artist may suggest, direct or produce during the Term) and, after a reasonable opportunity to review and negotiate changes in good faith, if necessary, agrees to execute separate assignments thereof upon and pursuant to Production Company's request therefor;
 - B. Artist acknowledges that, insofar as Artist is concerned, Production Company shall be the sole and exclusive owner of the Picture, and shall have the right in perpetuity to distribute and exhibit the Picture and all or any part of the results and proceeds of Artist's services under this Agreement, either separate from or together with the Picture or any other material, without limit as to the number of times or places throughout the universe, in any media or fields, by any means now in existence or hereafter discovered or conceived, including, without limitation, (i) any radio or television means, whether pay, free, community antenna or other kind; (ii) in theatres, regardless of whether an admission is charged; (iii) in and in connection with audiovisual discs, tapes, cassettes and cartridges, whether for home use or otherwise; and (iv) in and in connection with commercial records; and
 - C. Production Company shall have the perpetual right to use and permit others to use Artist's name and approved likeness in the Picture and in and in connection with the advertising and publicizing of the Picture in any medium, but not in merchandising, commercial tie-ins, or as an endorsement of any such product or service. Use of Artist's likeness shall in any event be subject to Artist's prior written approval.
15. Warranty of Originality. Lender hereby represents and warrants that to the best of Lender's knowledge, all ideas, works and other material written, composed, prepared or submitted by Artist in connection with the Picture shall be wholly original with Artist, except as to matters within the public domain and material supplied by Production Company to Artist for incorporation into the Picture, or changes made to the material, and, to the best of Lender's knowledge, shall not infringe upon or violate the rights of privacy of, or constitute a libel or slander against, or violate any common law or any

other rights of any person, firm or corporation. Lender shall indemnify and hold Production Company and Production Company's licensees and assigns and their Artists and/or agents, harmless from all third-party liabilities, actions, suits or other claims (excepting frivolous claims) arising out of the use by Production Company of such material, and from reasonable outside attorneys' fees and costs in defending against the same, such indemnity and hold-harmless expressly limited to actual breach of any representation or warranty herein set forth, and not a mere allegation. The foregoing shall apply only to material furnished by Artist, and shall not extend to changes or additions made therein by Production Company. Production Company shall indemnify Lender/Artist, to the same extent that Artist indemnify Production Company under this Agreement, as to any material supplied by Production Company to Artist for incorporation into the Picture. The party receiving notice of any claim or action subject to indemnity under this Agreement shall promptly notify the other party.

16. Credit. Production Company's obligation to accord credit to Artist is and shall be subject to:
 - A. the rendition of services by Artist for and in connection with the Picture in accordance with the terms of this Agreement,
 - B. the terms of any collective bargaining agreement to which we Production Company may become a signatory, and
 - C. Production Company's obligation to accord credit to Artist is also subject to the following:
 - i. If both an "artwork" title and a "non-artwork" titles are used in any paid advertising in which Artist is entitled to be accorded credit under this Agreement, then any reference to the title of the Picture in the Credit paragraph (including any provision governing the size or position of Artist's credit in relation to the title of the Picture) shall be deemed to refer to the "non-artwork" use and not to the "artwork" use.
 - ii. Any casual or non-repetitive inadvertent failure by Production Company to comply with the credit provisions of this Agreement and/or any failure due to acts or omissions of third parties, shall not constitute a breach of this Agreement nor entitle Artist to any relief at law or in equity against Production Company. In the event of a breach of Production Company's obligation to accord credit under this Agreement, Artist's sole remedy shall be for damages, if any, in an action at law, and Artist shall not be entitled to equitable relief by way of injunction or otherwise. In the event of any failure by Production Company to accord proper credit to Artist, Production Company shall effect the necessary correction in all prints of the Picture ordered by Production Company after Production Company becomes aware of such failure, and Production Company shall endeavor in good faith to correct all paid advertising thereafter issued by Production

Company or under Production Company's control in connection with the Picture. Production Company shall cause all third-parties to be bound by the credit provisions herein contained.

17. Paragraph Headings. The headings of the paragraphs hereof are for convenience only, and they shall not be of any effect in construing the contents of the respective paragraphs.
18. Miscellaneous. This Agreement constitutes the entire agreement of the parties hereto with respect to the subject matter hereof and shall not be modified except by a written document executed by all parties. This Agreement shall be governed by and construed both as to validity and performance and enforced in accordance with the laws of the State of New York applicable to contracts entered into and fully performed therein, without giving effect to the principles of conflict of laws. Any and all controversies, claims or disputes arising out of or related to this Agreement or the interpretation, performance or breach thereof, including, but not limited to, alleged violations of state or federal statutory or common law rights or duties, and the determination of the scope or applicability of this agreement to arbitrate ("Dispute"), will be resolved according to the following procedures which will constitute the sole dispute resolution mechanism hereunder. If the Parties are unable to resolve any Dispute informally, then such Dispute will be submitted to final and binding arbitration. The arbitration will be initiated and conducted according to either the JAMS Streamlined (for claims equal to or less than \$250,000) or the JAMS Comprehensive (for claims greater than \$250,000) Arbitration Rules and Procedures, except as modified herein, including the Optional Appeal Procedure, at the New York office of JAMS, or its successor ("JAMS") in effect at the time the request for arbitration is made (the "Arbitration Rules"). The arbitration shall be conducted in New York County before a single neutral arbitrator with substantial experience in disputes concerning the U.S. motion picture industry and the exploitation of intellectual property rights, appointed in accordance with the Arbitration Rules. The arbitrator shall follow New York law and the Federal Rules of Evidence in adjudicating the Dispute. The Parties waive the right to seek punitive damages and the arbitrator shall have no authority to award such damages. In all their substantive (as opposed to procedural or discovery-related) rulings, the arbitrator shall apply the law specified in the choice of law provision of this Agreement. If either Party hereto refuses to perform any or all of its obligations under the final arbitration award within thirty (30) days of such award being rendered, then the other Party may enforce the final award in any court of competent jurisdiction in New York County, New York. This Agreement is the result of negotiation of the parties hereto, therefore the parties hereto specifically agree that this Agreement shall not be construed against either party by virtue of the fact that one party drafted this Agreement and the parties hereto specifically waive their right to assert such claims under any applicable law. Production Company and Lender/Artist each represent and agree that they each have thoroughly discussed all aspects of this Agreement with their independent counsel, or have waived the right to do so, and they have carefully read and fully understand all of the provisions of this Agreement, and that they are voluntarily entering into this Agreement, and that they do not and have not relied in any way on representations or statements, except for those representations or statements set forth in writing in this Agreement. Each person executing this Agreement on behalf of a

corporation or partnership represents and warrants that he has the authority to enter into this Agreement on behalf of such entity.

EXHIBIT B
INDUCEMENT LETTER

October 6, 2021

RUST MOVIE PRODUCTIONS LLC
502 S. Broad Street
Thomasville, GA 31792

Artist: El Dorado Pictures Inc. (“Lender”) f/s/o Alec Baldwin (“Artist”)
Picture: “Rust”

Gentlemen:

Reference is made to the agreement, dated as of October 6, 2021 (the “Agreement”), between El Dorado Pictures Inc. (“Lender”) for the services of Alec Baldwin (“Artist”) and Rust Movie Productions, LLC (“Production Company”) in connection with the motion picture entitled “Rust” (the “Picture”).

As an inducement to you to enter into the agreement and as a material part of the consideration to you for so doing, I hereby represent, warrant and agree as follows:

1. I have heretofore entered into an agreement (the “Employment Agreement”) with Lender covering the rendition of my services for Lender, and Lender has the right and authority to enter into the agreement.
2. I am familiar with all of the terms, covenants, and conditions of the agreement and consent to its execution, I shall perform and comply with all of the terms, covenants, and conditions of the agreement on my part to be performed and complied with, even if the Employment Agreement should hereafter expire, be terminated (whether by myself or by Lender) or be suspended; the representations and warranties of Lender contained in the agreement are true and complete; and I have granted to Lender all of the rights granted by Lender to you under the agreement.
3. I am under no obligation or disability by law or otherwise which would or might prevent or restrict me from performing and complying with all of the terms, covenants and conditions of the agreement on my part to be performed or complied with.
4. Unless I am substituted as a direct party hereunder, I will look solely to Lender and not to you for all compensation and other remuneration for any and all services which I may render and all rights which Lender may grant to you under agreement.
5. You shall be entitled to seek injunctive and other equitable relief against me to restrain enjoin and/or prevent the violation or breach by me of any of my obligations under the agreement or under this inducement letter.

6. If Lender should be dissolved or should otherwise cease to exist or for any reason whatsoever should fail, be unable, neglect or refuse to perform and observe each and all of the terms covenants, conditions or other obligations of the agreement requiring performance or compliance on its part, I shall at your election be employed directly by you and, in addition, I shall perform and observe each and all of the terms, covenants, conditions and other obligations of the agreement upon the terms and conditions stated therein.
7. In the event of a breach or anticipatory breach of the agreement by Lender or by me (subject to Lender and my opportunity to cure), you may join me in any action against Lender without being first required to resort to or exhaust any rights or remedies against Lender.
8. I shall execute (following a reasonable opportunity to review and comment thereon) and deliver to you such assignments and other documents consistent herewith as may be reasonably necessary to effectuate the rights granted by Lender, the form and content of which shall be reasonably designated by you. If I fail to execute and deliver such assignments and other documents within a reasonable time of your request therefor, you are irrevocably appointed my attorney-in-fact (which appointment shall be deemed coupled with an interest and therefore irrevocable) to execute the same in my name provided that the Production Company has first given the Artist five (5) business days prior written notice in which to review the documents, and negotiate in good faith any changes, if necessary, and an opportunity to execute any such documents on its own. I will be provided with any documents so executed.
9. The work I perform will be at your direction and control and therefore, you will be responsible for worker's compensation coverage on my behalf. Consequently, my exclusive remedy for any injuries incurred while performing such work will be as determined by the applicable state worker's compensation system.
10. My remedy for any breach of the agreement shall be limited to money damages, if any, and under no circumstances shall I be entitled to enjoin, restrain or in any way interfere with the use or exploitation of the Picture or your use of my name and likeness or the results and proceeds of my services under the Agreement.
11. All of the services being performed by me pursuant to the agreement are being performed as a "work for hire" for you for copyright purposes, and accordingly you shall be the author and copyright owner thereof. To the extent that the results and proceeds of any of my services are held not to be a "work for hire", I assign the entire copyright and all rights of every type and nature in them throughout the world in perpetuity to you.

Very truly yours,



Alec Baldwin