

Attorney for Plaintiff,

HARPER MORGAN,

VS.

Defendants.

1. **PROFESSIONAL NEGLIGENCE**
2. **NEGLIGENT HIRING,
SUPERVISION, or RETENTION**
3. **VICARIOUS LIABILITY**

COMPLAINT

1 **PARTIES**

- 2 2. Plaintiff, Harper Morgan (hereinafter “Plaintiff”), is an independent professional stunt driver
3 for motion pictures. She is a resident of Los Angeles, County of Los Angeles.

4 A. DEFENDANTS

- 5 3. Defendant, Alvin Norquist (hereinafter “Defendant Norquist”), is a professional stunt
6 coordinator for motion pictures and CEO of Sunburst Stunts, LLC. He is a resident of
7 Manhattan Beach, County of Los Angeles.
- 9 4. Defendant, Sunburst Stunts, LLC (hereinafter “Sunburst Stunts”), is a limited liability
10 company that contracts to provide motion picture stunt coordination, stunt design, and stunt
11 supervision for major Hollywood film productions. Its headquarters is located in City of
12 Industry, County of Los Angeles.
- 14 5. Defendant, Juxtapose Films, LLC (hereinafter “Juxtapose Films”), is a limited liability
15 company that funds and oversees major motion picture production. It has a long-standing
16 history of producing films with multimillion dollar budgets and gross returns on film
17 productions as high as hundreds of millions of dollars. Its headquarters is located in
18 Burbank, County of Los Angeles.

20 **JURISDICTION AND VENUE**

- 21 6. Jurisdiction is proper because the amount in controversy exceeds the minimum jurisdictional
22 limits of this Court.
- 24 7. This Court has personal jurisdiction over all defendants. Juxtapose Films is owned and
25 operated in Burbank, Los Angeles County. Sunburst Stunts is headquartered in City of
26 Industry, Los Angeles County. Defendant Norquist resides in Manhattan Beach, Los
27 Angeles County.

1 8. Venue is proper in this Court insofar as Plaintiff resides in the County of Los Angeles
2 pursuant to CCP §395(a). Venue is further proper in this Court because the location, where
3 the incident described herein occurred, is within Los Angeles County.
4

5 6 **FACTUAL ALLEGATIONS**

7 9. On or about August 2, 2025, Plaintiff performed a car stunt (the “Stunt”) for *Twerk Hard 2:*
8 *Twerk Harder*, sequel to acclaimed racing film *Twerk Hard*. The Stunt was performed on a
9 constructed set in a warehouse in South Central Los Angeles. The Stunt required Plaintiff to
10 drive a modified T-series Lola (the “Stunt Vehicle”) at 55 miles per hour through an 11-
11 foot-gap between two constructed concrete pillars (the “Gap”), then proceed through a
12 breakaway wall, and finally drive Stunt Vehicle away from the area before a separately-
13 coordinated, time-controlled stunt explosion.
14

15 10. On or about July 24th, 2025, Plaintiff inspected the filming location and took measurements
16 to mark the pavement and help calculate Stunt Vehicle positioning. Defendant Norquist and
17 Sunburst Stunts assistant stunt coordinators were also present. Plaintiff discovered the Gap
18 was not constructed at a width of 14 feet—per pre-production specifications—but instead
19 only measured 11 feet in width. She immediately informed Defendant Norquist of the
20 discrepancy. Defendant Norquist said he would consult with producers at Juxtapose Films
21 about the situation.
22

23 11. On or about July 27th, 2025, Plaintiff returned to the filming location to perform testing and
24 evaluations of the Gap driving the Stunt Vehicle. Present were Defendant Norquist,
25 Sunburst Stunts assistant stunt coordinators, an independent vehicle safety inspector (the
26 “Inspector”), and the film director. After several test-runs at speeds no greater than 25 miles
27 per hour, Plaintiff stated to Defendant Norquist and the Inspector that, “Something is off
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1 with the alignment. Make sure you double-check the cambers and the gearbox.” Defendant
2 Norquist indicated to Plaintiff that the Inspector had been hired to ensure the vehicle’s safety
3 and would do so.

4 12. On or about July 30th, 2025, the Inspector emailed Defendant Norquist, Plaintiff, and the
5 director in reference to the Stunt Vehicle, stating: “All alignment components checked.
6 Calibrations performed where necessary.” No specific indication of which vehicular
7 components were checked, calibrated, or repaired were stated. No indication of where,
8 when, or who performed this alleged inspection and/or repairs occurred was given.

9 13. On or about the morning of August 2nd, 2025, the Inspector performed an on-site safety
10 inspection of the Stunt Vehicle. He orally certified it viably safe for the Stunt to Plaintiff and
11 Defendant Norquist.
12

13 14. On or about August 2nd, 2025, the Stunt was deemed ready by Defendant Norquist and
14 executed. During execution, the 55 mile per hour speed dictated by Defendant Norquist’s
15 plans exacerbated the Stunt Vehicle’s previously identified steering misalignment. Plaintiff
16 lost full control of the Stunt Vehicle after the rear wheel struck a pillar navigating the Gap.
17 The Stunt Vehicle then struck the breakaway wall at an off-angle, causing the car to
18 overturn several times before landing inside the area of the aforementioned time-controlled
19 stunt explosion. Defendant Norquist had previously coordinated this explosion with the
20 armory department. The explosion was designed to trigger six seconds after the breakaway
21 wall was struck by Stunt Vehicle. No failsafe was implemented to stop the explosion after
22 being triggered. Upon detonation, the Stunt Vehicle’s interior ignited. Plaintiff was trapped
23 inside for approximately 39 seconds before she could be removed. Plaintiff suffered third-
24 degree burns over 27% of her body, an extracapsular hip fracture, two broken ribs, one
25 punctured lung, a concussion, and severe smoke inhalation.
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1 15. The damages upon which this action is based, occurred in the County of Los Angeles.

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3 **FIRST CAUSE OF ACTION – PROFESSIONAL NEGLIGENCE**

4 **By Plaintiff Morgan against Defendants Norquist and Sunburst Stunts, LLC**

5 16. Plaintiff alleges and incorporates all prior paragraphs as set forth within.

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7 17. On March 17, 2025, Defendant Norquist, in his capacity as CEO of Sunburst Stunts,
8 engaged Plaintiff to perform vehicular stunts during principal photography for the film
9 *Twerk Hard 2: Twerk Harder*, a Juxtapose Films production.

10 18. Sunburst Stunts held itself out as providing professional stunt coordination services.

11 Accordingly, the acts and omissions of Defendant Norquist as CEO constitute the acts or
12 omissions of Sunburst Stunts itself.

13
14 19. Defendant Norquist had authority to engage Plaintiff. This authority stemmed from a
15 contractual agreement between Defendant Norquist and Juxtapose Films dated February 6,
16 2025. Contract stated Defendant was to serve as stunt coordinator for *Twerk Hard 2: Twerk*
17 *Harder*. He was tasked with oversight of the stunt department and coordinating with any and
18 all other production departments—such as camera, props, or armory—for the proper and
19 successful execution of stunts.

20
21 20. As stunt coordinator, Defendant Norquist owed a duty of care to Plaintiff, requiring him to
22 exercise his expertise, skill, and ability as ordinarily exercised by other similarly situated
23 film stunt coordinators. Further, as a purported specialist in designing and successfully
24 executing complex and dangerous vehicle stunts, Defendant Norquist’s supervisory role as
25 stunt coordinator and head of the stunt department should have been comparable to other
26 reputable vehicular stunt coordination specialists, imposing upon Defendant Norquist a
27 higher, specialist standard of care.
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1 21. Contrary to that duty, Defendant Norquist was professionally negligent in his failure to use
2 reasonable diligence and his best judgment when allowing execution of the Stunt on August
3 2nd, 2025, despite full knowledge that the Gap was narrower than his original stunt design,
4 there was limited stunt rehearsal time—including no time at full speed—and Stunt Vehicle
5 had a steering misalignment. Further, Defendant Norquist failed to coordinate with the
6 armory department to implement any failsafe measures for the incendiary stunt coordinated
7 to occur in conjunction with the vehicular Stunt performed by Plaintiff.
8

9 22. Despite Plaintiff's assertion to Defendant Norquist that there was a misalignment in Stunt
10 Vehicle's steering, and Plaintiff's specific request of Defendant Norquist and Inspector that
11 Stunt Vehicle's cambers and gearbox be checked and/or repaired, Defendant Norquist failed
12 to procure proof that such inspections and/or repairs ever actually occurred. His failures as
13 detailed above were professionally negligent.
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15 23. The negligent acts of Defendant Norquist were below the standard of care for comparable
16 stunt coordinators working on large budget, Hollywood film productions—especially for
17 comparable stunt coordinators with long-standing and reputable history of specializing in
18 designing complex vehicular stunts for major films. Proper handling of supervision and
19 errors in set construction; stunt rehearsals; Stunt Vehicle inspection and repair; and
20 interdepartmental coordination would have prevented the massive and life-altering injuries
21 sustained by Plaintiff as result of the Stunt.
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23 24. As direct and proximate cause of Defendant Norquist's professional negligence, Plaintiff
24 suffered life-altering and severe injuries, as well as other compensatory damages in an
25 amount to be proven at trial.
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**SECOND CAUSE OF ACTION – NEGLIGENT HIRING, SUPERVISION, OR
RETENTION**

By Plaintiff Morgan against Defendant Juxtapose Films, LLC

25. Plaintiff alleges and incorporates all prior paragraphs as set forth within.

26. On February 6th, 2025, Juxtapose Films entered into a new and signed contractual agreement with Defendant Norquist through his company Sunburst Stunts to engage his services as stunt coordinator during principal photography of *Twerk Hard 2: Twerk Harder*. Juxtapose Films hired Defendant Norquist and Sunburst Stunts per conditional elements of a prior contractual agreement for the film *Twerk Hard* contingent, but not dependent on, the film's success.

27. Juxtapose Films and Sunburst Stunts/Defendant Norquist have a long-standing history of professional collaboration: Juxtapose Films has employed Defendant Norquist as stunt coordinator on 27 feature films and 12 streaming television series over 32 years. Defendant Norquist has served as stunt coordinator during 4 feature films and 2 streaming television shows during which vehicular accidents occurred as result of stunts he designed, coordinated, and supervised. Each of these vehicular incidents, with one exception, occurred during productions after 2017.

28. During the production of *Jackie Wants Trouble*, a martial arts action film produced by Juxtapose Films in 2024, Defendant Norquist served as stunt coordinator. One aforementioned vehicular stunt accident occurred during the film's principal photography, involving an overturned Datsun Z250. The stunt driver broke their arm during the stunt and subsequently sued Juxtapose Films and Defendant Norquist, claiming Defendant Norquist was drunk on set the date of the incident. Juxtapose Films chose to settle the lawsuit out of court for a sum of \$250,000.

1 29. This history clearly illustrates that Defendant Norquist and his company had become unfit to
2 competently perform the general duties demanded of a stunt coordinator for a major motion
3 picture. Further, Juxtapose Films’ decision to re-employ Defendant Norquist and Sunburst
4 Stunts following the aforementioned settlement illustrates that they were aware—or should
5 have been aware—of Defendant Norquist’s unfitness. Thus, their decision to hire him was a
6 substantial factor that caused Plaintiff to suffer severe and life-altering injuries, as well as
7 other compensatory damages in an amount to be proven at trial. As such, Juxtapose Films
8 was negligent in hiring.
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11 **THIRD CAUSE OF ACTION – VICARIOUS LIABILITY**

12 **By Plaintiff Morgan against Defendant Juxtapose Films, LLC**

13 30. Plaintiff alleges and incorporates all prior paragraphs as set forth within.
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15 31. Pursuant to the contract between Juxtapose Films and Defendant Norquist/Sunburst Stunts
16 signed on February 6th, 2025, Juxtapose Films authorized Defendant Norquist, in his
17 capacity as CEO of Sunburst Stunts, to act on their behalf in the pursuit of hiring workers
18 for the purpose of designing and performing film stunts for *Twerk Hard 2: Twerk Harder*. In
19 doing so, Juxtapose Films assigned their principal agency to Defendant Norquist and
20 Sunburst Stunts.
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22 32. Per the professional negligence detailed above, Defendant Norquist not only acted within the
23 scope of his stunt coordination role when hiring Plaintiff—designing and coordinating the
24 Stunt, and deeming the Stunt ready for execution—but committed wrongful conduct as he
25 did so.

26 33. The wrongful conduct of Defendant Norquist and Sunburst Stunts caused Plaintiff to suffer
27 severe and life-altering injuries, as well as other compensatory damages to be proven at trial.
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1 Because this harm is directly attributable to Defendant Norquist and Sunburst Stunts'
2 wrongful conduct, Juxtapose Films is vicariously liable.

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4 **DEMAND FOR RELIEF**

5 Wherefore, Plaintiff demands for judgement as to all of the claims for relief is as follows:

- 6
7 1. For compensatory damages for the acts complained of herein, in an amount to be proven at
8 trial;
9 2. For special damages as permitted by law;
10 3. For pre-judgment and post-judgment interest, at the legal rate as permitted by law;
11 4. For court costs incurred herein;
12 5. For such other and further relief as the Court deems proper and just under all the
13 circumstances.
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16 **DEMAND FOR JURY TRIAL**

17 Plaintiff Morgan hereby demands a trial by jury.
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19 DATED: October 9, 2025

TK421 & ASSOCIATES LLP

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TRAVIS KIRBY

24 *Attorney for Plaintiff*
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