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FILED
SUPERIOR COURT OF CALIFORNIA
COUNTY OF SANTA BARBARA
APR 07 2008
GARY M. BLAIR, Executive Officer
BY Merilee A. Jay
Merilee A. Jay, Deputy Clerk

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10 SUPERIOR COURT OF THE STATE OF CALIFORNIA
11 COUNTY OF SANTA BARBARA

13 ROB LOWE, an individual; and SHERYL
14 LOWE, an individual,
15 Plaintiffs,
16 vs.
17 JESSICA GIBSON, an individual; and
18 DOES 1 through 100, inclusive,
19 Defendants.

CASE NO. 1267094
COMPLAINT FOR:
(1) BREACH OF WRITTEN CONTRACT
(CONFIDENTIALITY AGREEMENT);
(2) DEFAMATION;
(3) BREACH OF DUTY OF LOYALTY;
(4) BREACH OF FIDUCIARY DUTY;
(5) INTENTIONAL INFLICTION OF
EMOTIONAL DISTRESS;
(6) NEGLIGENT INFLICTION OF
EMOTIONAL DISTRESS;
(7) INTENTIONAL
MISREPRESENTATION (OMISSION);
(8) NEGLIGENT MISREPRESENTATION
(OMISSION);
(9) TRESPASS;
(10) ABUSE OF PROCESS

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1 GENERAL BACKGROUND

2 10. Rob Lowe is a well-known celebrity who has been in the public eye for many
3 years. Due to his celebrity status and the public's seeming unquenchable thirst for the intimate
4 details of all celebrities, Rob Lowe must – as must all celebrities – be able to trust his employees
5 not to disclose any information or details pertaining to his personal life because such information
6 may be disseminated to the global public in a matter of seconds.

7 11. Thus, all employees of the Lowes, and in particular those employees who work in
8 the Lowes' household and have helped to care for the Lowes' children, are required to sign a
9 confidentiality agreement as a condition of their employment. The confidentiality agreement
10 provides in relevant part that the employee:

11 “will not give any interviews (whether oral or written) or write or
12 prepare, or assist in preparation of any books, articles, programs, or
13 other oral or written communications dealing with the business or
14 personal affairs of the ‘Lowe’s’ and the ‘Lowe’s Parties’, nor
confirm or deny any information of any kind (whether rumored or
known in any way) relating to business or personal affairs of the
‘Lowe’s’ and the ‘Lowe’s Parties’.”

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16 DEFENDANT’S EMPLOYMENT WITH THE LOWES

17 12. Defendant worked for the Lowes on and off over the last seven years as a nanny to
18 their two sons, Matthew and John Owen (collectively with the Lowes, the “Lowe Family”). As a
19 condition of her employment, Defendant signed a confidentiality agreement (the “Confidentiality
20 Agreement”) just as every other employee of the Lowes has signed.

21 13. Defendant generally worked 3-4 days per week for approximately 8-10 hours,
22 sometimes more. Defendant also accompanied the Lowe Family on family vacations including
23 trips to Nova Scotia, Bora Bora, Sun Valley and Mexico to supervise and help care for Matthew
24 and John Owen.

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1 14. Over the course of her employment, Defendant developed a close relationship with
2 the Lowe Family. On at least three occasions, Defendant quit working for the Lowes to pursue
3 other interests, like cosmetology, or to take other jobs with different hours. The Lowes believed
4 that she always left on good terms, especially because she would eventually ask to return to work
5 for them, and, in fact, did so.

6 15. On or about February 24, 2008, Defendant quit her job with the Lowes for the
7 third time. At the time that she quit, she did not provide an explanation as to the reasons she was
8 quitting. However, the day after she quit, Defendant sent two messages to Sheryl Lowe
9 explaining her sudden departure and expressing her love and affection for the Lowe Family.

10 16. The first message, sent on February 25, 2008, states:

11 Sheryl, I am really sorry. I have nothing bad 2 say about your
12 family and really am thankful for what you guys have done for me
13 over the years. I hope we can handle this as friends. I did not leave
14 out of spite or anger, it was just time for my heart to let go. I am
15 embarassed that I just up and left like this but I could not see
16 another way. It was time for me to move on. I'm sure you and rob
17 feel the same. My heart has not been in the job and that is not fair to
18 you or the boys. I have nothing but love and respect for your family
19 and would love to maintain a caring relationship with you guys.
20 You have been a huge part of my life for so many years it will be
21 hard to let go of those boys.

22 I am really sorry Sheryl!

23 17. The second message, also sent on February 25, 2008, states:

24 Thank you so much sheryl and I really am sorry. Plcase tell the kids
25 it had nothing 2 do w them, they are absolutely amazing boys. It
26 had nothing to do with you or rob either, this was me. I love you
27 guys. Ps tell rob I'm really sorry as well

28 18. True and correct copies of each message are attached to this Complaint as
29 **Exhibits "A" and "B."**

30 19. Since Defendant's sudden departure, the Lowes have learned that Defendant had,
31 on several occasions, betrayed their trust and also engaged in a scheme to hurt the Lowes by
32 spreading malicious lies about her relationship with each of them.

1 20. The Lowes are informed and believe, and based thereon allege, that during her
2 employment with them, Defendant made false statements to others to suggest that she had a
3 personal and intimate relationship with Rob Lowe and, on at least one occasion, bragged about
4 giving Rob Lowe massages during one of the family trips. Such statements are absolutely not
5 true. In fact, the Lowes are informed that Defendant repeatedly expressed that she was
6 romantically interested in Rob Lowe and stated that she wished he would divorce Sheryl Lowe.

7 21. The Lowes are informed and believe, and based thereon allege, that during her
8 employment with them, Defendant tried to secure employment with friends of the Lowes and did
9 so by making false statements about Sheryl Lowe to paint Sheryl Lowe as an overly demanding
10 and abusive employer. These statements are also not true and fly directly in the face of
11 Defendant's repeated complaints over the course of her employment that she wanted to work
12 more hours for the Lowes.

13 22. The Lowes have also learned that not only did Defendant violate their trust, but
14 she also violated their personal space for her own sexual trysts. The Lowes are informed and
15 believe, and based thereon allege, that Defendant would bring men with whom she was sexually
16 involved into the Lowes' homes after-hours without their knowledge, permission or approval.
17 Such behavior is absolutely unacceptable and, had the Lowes been aware of it at the time, it
18 would have been cause for immediate termination.

19 23. The Lowes have also learned that Defendant compromised the care of their two
20 children by engaging in illegal drug use while on the job and reporting to work under the
21 influence of illegal drugs.

22 24. Recently, the Lowes became aware that Defendant is accusing both Rob Lowe and
23 Sheryl Lowe of inappropriate behavior.

24 25. With respect to Rob Lowe, Defendant is now claiming that he sexually harassed
25 her.

26 26. With respect to Sheryl Lowe, Defendant is claiming that Sheryl Lowe made
27 inappropriate comments of a sexual and racial nature to Defendant. In addition, Defendant claims
28 that Sheryl Lowe made inappropriate comments involving the Lowes' two sons.

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SECOND CAUSE OF ACTION

(Defamation)

32. The Lowes reallege and incorporate by reference herein each of the allegations in Paragraphs 1 through 31, above.

33. The Lowes are informed and believe, and based thereon allege, that over the last three years, Defendant has made several false and defamatory statements about the Lowes.

34. With respect to Sheryl Lowe, the Lowes are informed and believe, and based thereon allege, that Defendant has made several statements to third parties that have the effect of portraying Sheryl Lowe as an abusive and overly demanding employer, as one who uses racially inappropriate language, and as a bad mother.

35. With respect to Rob Lowe, the Lowes are informed and believe, and based thereon allege that, on the one hand, Defendant has made statements suggesting that she and Rob Lowe have a personal and intimate relationship and, in effect, accusing Rob Lowe of infidelity. On the other hand, Defendant has also made statements that Rob Lowe sexually harassed her.

36. The statements by Defendant against Sheryl Lowe are false and defamatory on their face. The statements expose her to hatred, contempt, ridicule and obloquy, and/or cause her to be shunned or avoided and tend to injure her, and Rob Lowe, in their occupations.

37. The statements by Defendant against Rob Lowe are false and defatnatory on their face. The statements, both those accusing him of infidelity and those accusing him of sexual harassment, expose him to hatred, contempt, ridicule and obloquy, and/or cause him to be shunned or avoided and tend to injure him in his occupation.

38. The Lowes are informed and believe, and based thereon allege, that Defendant made the false and defamatory statements at issue with knowledge of their falsity and/or with reckless disregard for their truth or falsity.

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APR. 7. 2008 11:59AM

DREIFR STEIN & KAHAN LLP

NO. 2322 P. 16

1 67. Defendants' failures to disclose the information and suppressions of the
2 information alleged herein were done with the intention to induce the Lowes to continuously
3 employ and re-employ Defendant.

4 68. The Lowes, at the times these failures to disclose and suppression of facts
5 occurred, and at the time the Lowes took the actions alleged herein, were ignorant of the
6 existence of the facts which Defendant suppressed and failed to disclose. If the Lowes had been
7 aware of the existence of the facts not disclosed by Defendant, the Lowes would not have, as they
8 did, continued to have employed Defendant, allowed Defendant to care for their children, allowed
9 Defendant access to their homes or allowed Defendant access to their confidential information.

10 69. As a proximate result of Defendant's fraudulent failure to disclose facts and her
11 suppression of facts as alleged herein, Defendant continued to employ Defendant, continued to
12 allow Defendant to care for their children, continued to allow Defendant access to their homes
13 and continued to allow Defendant access to their confidential information by reason of which
14 Defendant has been unjustly enriched.

15 70. The aforementioned conduct of Defendant was done by Defendant with the
16 intention of causing the Lowes injury and was despicable conduct that subjected the Lowes to a
17 cruel and unjust hardship in conscious disregard of their rights. By reason of such conduct, the
18 Lowes are entitled to recover exemplary and punitive damages against Defendant.

19 **EIGHTH CAUSE OF ACTION**

20 **(Negligent Misrepresentation – Omission)**

21 71. The Lowes reallege and incorporate by reference herein each of the allegations in
22 Paragraphs 1 through 70, above.

23 72. Defendant, by virtue of her fiduciary employment relationship with the Lowes and
24 further by virtue of her obligation pursuant to the Confidentiality Agreement, owed the Lowes a
25 duty to fully and completely disclose to the Lowes any and all statements that she intended to
26 disclose to third parties about the Lowes, any and all invitations she wished to extend to her
27 lovers to join her in the Lowes' household, and any and all times that she reported to (or intended
28 to) report to work under the influence of illegal drugs.

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1 73. Defendant breached her duty to disclose to the Lowes the statements and conduct
2 alleged herein.

3 74. At all times relevant herein, Defendant failed to disclose to the Lowes, and
4 suppressed from the Lowes, the fact that she had violated the Confidentiality Agreement,
5 disclosed personal information of the Lowes to third parties, invited her lovers into the Lowes'
6 homes, reported to work under the influence of illegal drugs and engaged in illegal drug use when
7 on duty for the Lowes. The suppression of these facts was likely to mislead the Lowes, and did in
8 fact mislead the Lowes in light of Defendants' continued employment with the Lowes.

9 75. Defendant knew, or should have known, that her failures to disclose the
10 information and suppressions of the information alleged herein would induce the Lowes to
11 employ and re-employ Defendant.

12 76. The Lowes, at the times these failures to disclose and suppression of facts
13 occurred, and at the time the Lowes took the actions alleged herein, were ignorant of the
14 existence of the facts which Defendant suppressed and failed to disclose. If the Lowes had been
15 aware of the existence of the facts not disclosed by Defendant, the Lowes would not have, as they
16 did, continued to have employed Defendant, allowed Defendant to care for their children, allowed
17 Defendant access to their homes or allowed Defendant access to their confidential information.

18 77. As a proximate result of Defendant's negligent failure to disclose facts as alleged
19 herein, the Lowes continued to employ Defendant, continued to allow Defendant to care for their
20 children, continued to allow Defendant access to their homes and continued to allow Defendant
21 access to their confidential information by reason of which Defendant has been unjustly enriched.

22 78. As a proximate result of said negligent failures to disclose, the Lowes have been
23 and will be damaged in an amount which will be proved at trial.

24 79. The aforementioned conduct of Defendant was done by Defendant with the
25 intention of causing the Lowes injury and was despicable conduct that subjected the Lowes to a
26 cruel and unjust hardship in conscious disregard of their rights. By reason of such conduct, the
27 Lowes are entitled to recover exemplary and punitive damages against Defendant.

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1 NINTH CAUSE OF ACTION

2 FOR TRESPASS

3 80. The Lowes reallege and incorporate by reference herein each of the allegations in
4 Paragraphs 1 through 79, above.

5 81. The Lowes are informed and believe, and based thereon allege, that in or about
6 September – November, 2005, Defendant entered the Lowes' home in London with one of her
7 lovers, without the Lowes' consent. The Lowes are further informed and believe, and based
8 thereon allege, that Defendant allowed her lover to stay overnight in the Lowes' home despite the
9 fact that the Lowes strictly forbid such an intrusion in their home.

10 82. The Lowes are further informed and believe, and based thereon allege, that in 2006
11 and 2007, Defendant has on several occasions entered the Lowes' home in Santa Barbara, without
12 the Lowes' knowledge or permission, and has engaged in unlawful drug use. Such conduct is
13 strictly forbidden in the Lowes' home and anyone engaging in such behavior is not welcome or
14 allowed to be on their premises.

15 83. As a proximate result of Defendant's intrusions and unauthorized entries onto the
16 Lowes' properties, the Lowes have suffered damages including mental and emotional distress due
17 to the knowledge that their physical and personal space was violated in the manner described
18 herein. As a result of this mental and emotion distress, the Lowes have suffered general damages
19 in an amount to be proven at trial.

20 84. Defendant's conduct was oppressive, fraudulent and malicious, and was done with
21 willful and conscious disregard for the Lowes' rights. She engaged in the conduct above with the
22 knowledge that the Lowes resided at each location and that they expressly forbade such conduct.
23 By reason of such conduct, the Lowes are entitled to recover exemplary and punitive damages
24 against Defendant.

25 TENTH CAUSE OF ACTION

26 FOR ABUSE OF PROCESS

27 85. The Lowes reallege and incorporate by reference herein each of the allegations in
28 Paragraphs 1 through 84, above.

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AS TO THE THIRD CAUSE OF ACTION

(Breach of the Duty Of Loyalty)

- 6. For general damages, in an amount to be proven at trial;
- 7. For punitive damages in an amount appropriate to punish Defendant and deter others from engaging in similar conduct;
- 8. For costs incurred herein;

AS TO THE FOURTH CAUSE OF ACTION

(Breach of Fiduciary Duties)

- 9. For general damages, in an amount to be proven at trial;
- 10. For punitive damages in an amount appropriate to punish Defendant and deter others from engaging in similar conduct;
- 11. For costs incurred herein;

AS TO THE FIFTH CAUSE OF ACTION

(Intentional Infliction of Emotional Distress)

- 12. For general damages, in an amount to be proven at trial;
- 13. For punitive damages in an amount appropriate to punish Defendant and deter others from engaging in similar conduct;
- 14. For costs incurred herein;

AS TO THE SIXTH CAUSE OF ACTION

(Negligent Infliction of Emotional Distress)

- 15. For general damages, in an amount to be proven at trial;
- 16. For punitive damages in an amount appropriate to punish Defendant and deter others from engaging in similar conduct;
- 17. For costs incurred herein;

AS TO THE SEVENTH CAUSE OF ACTION

(Intentional Misrepresentation – Omission)

- 18. For general damages, in an amount to be proven at trial;

1 19. For punitive damages in an amount appropriate to punish Defendant and deter
2 others from engaging in similar conduct;

3 20. For costs incurred herein;

4 **AS TO THE EIGHTH CAUSE OF ACTION**

5 **(Negligent Misrepresentation – Omission)**

6 21. For general damages, in an amount to be proven at trial;

7 22. For punitive damages in an amount appropriate to punish Defendant and deter
8 others from engaging in similar conduct;

9 23. For costs incurred herein;

10 **AS TO THE NINTH CAUSE OF ACTION**

11 **(Trespass)**

12 24. For general damages, in an amount to be proven at trial;

13 25. For punitive damages in an amount appropriate to punish Defendant and deter
14 others from engaging in similar conduct;

15 26. For costs incurred herein;

16 **AS TO THE TENTH CAUSE OF ACTION**

17 **(Abuse Of Process)**

18 27. For general damages, in an amount to be proven at trial;

19 28. For punitive damages in an amount appropriate to punish Defendant and deter
20 others from engaging in similar conduct;

21 29. For costs incurred herein;

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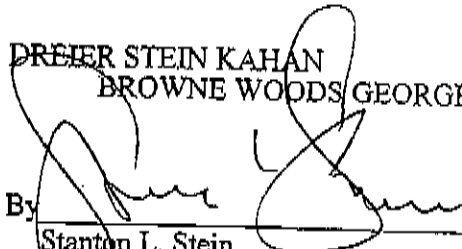
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AS TO ALL CAUSES OF ACTION

30. For any all such further relief as the Court may deem just and proper.

DATED: April 7, 2008

DREIER STEIN KAHAN
BROWNE WOODS GEORGE LLP

By 
Stanton L. Stein
Attorneys for Plaintiffs
ROB LOWE and SHERYL LOWE



TMZ

EXHIBIT A

APR. 7. 2008 12:00PM

DREIER STEIN & KAHAN LLP

NO. 2322 P. 24

Page 1 of 1

Subject: Thank you so much sheryl and I...

— SMS Text —

From: INFORMATION REDACTED

Sent: Feb 25, 2008 10:29 AM

Subject: Thank you so much sheryl and I...

Thank you so much sheryl and I really am sorry. Please tell the kids it had nothing 2 do w them, they are absolutely amazing boys. It had nothing to do with you or rob either, this was me. I love you guys. Ps tell rob I'm really sorry as well

Sent via BlackBerry by AT&T

Planning your summer road trip? Check out [AOL Travel Guides](#).



APR. 7. 2008 12:00PM

DREIER STEIN & KAHAN LLP

NO. 2322 P. 25

TMZ

EXHIBIT B

APR. 7. 2008 12:01PM

DREIER STEIN & KAHAN LLP

NO. 2322 P. 26 Page 1 of 1

Subject: Sheryl, I am really sorry.

----- SMS Text -----

From: **INFORMATION REDACTED**

Sent: Feb 25, 2008 9:47 AM

Subject: Sheryl, I am really sorry.

Sheryl, I am really sorry. I have nothing bad 2 say about your family and really am thankful for what you guys have done for me over the years. I hope we can handle this as friends. I did not leave out of spite or anger, it was just time for my heart to let go. I am embarrassed that I just up and left like this but I could not see another way. It was time for me to move on. I'm sure you and rob feel the same. My heart has not been in the job and that is not fair to you or the boys. I have nothing but love and respect for your family and would love to maintain a caring relationship with you guys. You have been a huge part of my life for so many years it will be hard to let go of those boys.

I am really sorry Sheryl!

Jess

Sent via BlackBerry by AT&T

Planning your summer road trip? Check out [AOL Travel Guides](#).