

ORIGINAL

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 9 ROB LOWE and SHERYL LOWE

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

12  
 13 ROB LOWE, an individual; and SHERYL  
 14 LOWE, an individual,

15 Plaintiffs,

16 vs.

17 PETER CLEMENTS, an individual; and  
 18 DOES 1 through 100, inclusive,

19 Defendants.

CASE NO. 1267095

COMPLAINT FOR:

- (1) BREACH OF WRITTEN CONTRACT (CONFIDENTIALITY AGREEMENT);
- (2) BREACH OF WRITTEN CONTRACT (RELEASE AGREEMENT);
- (3) DEFAMATION;
- (4) BREACH OF DUTY OF LOYALTY;
- (5) BREACH OF FIDUCIARY DUTY;
- (6) INTENTIONAL INFLICTION OF EMOTIONAL DISTRESS;
- (7) NEGLIGENT INFLICTION OF EMOTIONAL DISTRESS;
- (8) INTENTIONAL MISREPRESENTATION (OMISSION);
- (9) NEGLIGENT MISREPRESENTATION (OMISSION);
- (10) TRESPASS

**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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1 Plaintiffs Rob Lowe ("Rob Lowe") and Sheryl Lowe ("Sheryl Lowe") (collectively  
2 "Plaintiffs" or the "Lowses"), for their complaint against Defendant Peter Clements, an individual  
3 ("Defendant"); and DOES 1 through 100, inclusive, allege as follows:

#### 4 NATURE OF THE ACTION

5 1. We live in an age where information can be distributed worldwide in a matter of  
6 seconds. That type of access, combined with the public's thirst for details about the private lives  
7 of celebrities, has forced celebrities to zealously guard their privacy and the privacy interests of  
8 their loved ones. This requires that those in their employ be trustworthy and loyal because any  
9 information about a celebrity from his/her employee – no matter how patently false – will be  
10 instantaneously disseminated and (at least initially) believed to be true. As set forth in this  
11 lawsuit, Peter Clements, a former chef/houseman of the Lowses, has made statements in violation  
12 of his promise not to and has made false statements about Rob Lowe and his wife, Sheryl Lowe.  
13 The effect of his betrayal reaches far beyond possibly marring the Lowses' image in the public  
14 eye, but has already caused a tremendous amount of harm to the entire family. They are all now  
15 grappling with the reality that someone who was part of their lives has been disclosing details  
16 about their personal lives and even more egregiously, lying about the conditions in which he  
17 worked. By his intentional and malicious conduct, in complete disregard for the truth or the  
18 confidences entrusted to him, Defendant has caused substantial harm to the Lowses. The Lowses  
19 bring this suit to set the record straight and to take a stand against all those who, by betraying the  
20 confidences of those they work for, celebrity or not, seek to capitalize on their positions for their  
21 own financial benefit and to the emotional and financial detriment of their employers.

#### 22 JURISDICTION AND VENUE

23 2. This Court has jurisdiction over this action pursuant to its general jurisdiction  
24 powers set forth in the Constitution of the State of California and because the amount in  
25 controversy exceeds \$25,000.

26 3. The Lowses are informed and believe, and on that basis allege, that venue in this  
27 County is proper because the Defendant resides in Santa Barbara and the acts alleged in this  
28 Complaint take place in Santa Barbara.

THE PARTIES

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2 4. Plaintiff Rob Lowe is an individual residing in the County of Santa Barbara. He is  
3 a well-known actor who has had many lead and supporting roles on television, film and theatre.

4 5. Plaintiff Sheryl Lowe is an individual residing in the County of Santa Barbara.  
5 She is the wife of Rob Lowe and has been a make-up artist for television and film.

6 6. The Lowes maintain their residence in Santa Barbara.

7 7. Peter Clements, an individual, is a former employee of the Lowes. He maintains  
8 his residence in Santa Barbara County.

9 8. The Lowes are informed and believe, and on that basis allege, pursuant to Code of  
10 Civil Procedure Section 474, that the fictitiously named Defendants sued herein as DOES 1  
11 through 100, inclusive, and each of them were in some manner responsible or legally liable for  
12 the actions, events, transactions and circumstances alleged herein. The true names and capacities  
13 of such fictitiously named Defendants, whether individual, corporate, associate, or otherwise, are  
14 presently unknown to the Lowes. The Lowes will seek leave of this Court to amend this  
15 Complaint to assert the true names and capacities of such fictitiously named Defendants when the  
16 same has been ascertained. For convenience, each reference to Defendants shall include the DOE  
17 Defendants, and each of them. Clements and the DOE Defendants shall be collectively referred  
18 to as Defendants.

19 9. The Lowes are informed and believe, and on that basis allege, that Defendants, and  
20 each of them, are and were at all times herein mentioned, the agents, servants, employees, joint  
21 venturers, or co-conspirators of each of the other Defendants, and at all times herein mentioned  
22 were acting within the course and scope of said agency, employment, or service in furtherance of  
23 the joint venture or conspiracy.

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## GENERAL BACKGROUND

1  
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  
15 confirm or deny any information of any kind (whether rumored or  
16 known in any way) relating to business or personal affairs of the  
17 ‘Lowe’s’ and the ‘Lowe’s Parties’.”

## DEFENDANT'S EMPLOYMENT WITH THE LOWES

17 12. Defendant worked for the Lowes over the last several years as the family chef and  
18 houseman. As a condition of his employment, Defendant signed a confidentiality agreement (the  
19 “Confidentiality Agreement”) just as every other employee of the Lowes has signed.

20 13. Defendant generally worked 5 days per week for approximately 5 hours on  
21 weekdays and 8 hours on weekends.

22 14. In or about December 2007, the Lowes became aware that Defendant had, on  
23 several occasions, grossly betrayed their trust, violated the Lowes' privacy and took liberties with  
24 the Lowes' home and their personal belongings by, among other things:

- 25 (a) Disclosing to third parties the Lowes' address and private telephone number,  
26 (b) Making false statements about Sheryl Lowe and Rob Lowe,  
27 (c) Throwing parties at the Lowes' home when they were out of town and without

28 their knowledge or permission,

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1 (d) Having sex on the Lowes' bed with strangers when the Lowes were out of town  
2 and without their knowledge or permission,

3 (e) Stealing from the Lowes' medicine cabinet and distributing their prescription  
4 medication to his friends,

5 (f) Breaking the Lowes' security cameras,

6 (g) Overcharging the Lowes for food,

7 (h) Stealing food from the Lowes for his personal use and to use in connection with  
8 his catering business,

9 (i) Developing and operating his own catering business in violation of his duty of  
10 loyalty,

11 (j) Taking private catering jobs while employed with the Lowes in violation of his  
12 duty of loyalty, and

13 (k) Unlawfully taking mail from the Lowes' mailbox and destroying it.

14 15. Defendant engaged in the conduct alleged at paragraph 14 without the Lowes'  
15 prior knowledge, consent or permission.

16 16. In or about December 2007, the Lowes terminated Defendant upon learning of this  
17 conduct and agreed, at the time, not to press charges or bring action against Defendant and  
18 entered into a Release and Settlement Agreement, dated January 9, 2008 (the "Release  
19 Agreement"), in which, for consideration given, he again agreed to abide by the terms of the  
20 Confidentiality Agreement in perpetuity.

21 17. Since the Lowes terminated Defendant's employment, however, the Lowes have  
22 learned that Defendant continues to breach his Confidentiality Agreement and the Release  
23 Agreement by discussing the Lowes' personal and business matters with third parties.

24 18. Since the Lowes terminated his employment, the Lowes have also been informed  
25 and believe, and on that basis allege, that Defendant has been, and is, conspiring with another  
26 former employee and third parties to spread malicious lies about the Lowes to damage the Lowes'  
27 reputation.

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1 19. Such conduct, by one of their former employees, has taken a significant toll on the  
2 entire family. The Lowes are fearful of their safety and of the lengths that an employec, who  
3 would be so brazen in his abuse of their trust, will go to in order to hurt them.

4 **FIRST CAUSE OF ACTION**

5 **(Breach of Written Contract -- Confidentiality Agreement)**

6 20. The Lowes reallege and incorporate by reference herein each of the allegations in  
7 Paragraphs 1 through 19, above.

8 21. Defendant has materially breached the Confidentiality Agreement by, among other  
9 things:

10 (a) Discussing the Lowes' personal affairs to third parties during and after his  
11 employment with the Lowes;

12 (b) Revealing to third parties the address and private telephone number of the Lowes;

13 (c) Inviting third parties into the Lowes' home and allowing those third parties access  
14 to, and use of, the Lowes' personal belongings; and

15 (d) Discussing the Lowes' business affairs with third parties during and after his  
16 employment with the Lowes.

17 22. The Lowes have fully performed all of their duties and obligations in connection  
18 with the Confidentiality Agreement, except for those duties and obligations that have been  
19 excused or rendered incapable of performing due to Defendant's breaches of the Confidentiality  
20 Agreement as set forth above.

21 23. As a direct and foreseeable result of Defendant's breaches of the Confidentiality  
22 Agreement, the Lowes have suffered general, specific and incidental damages in an amount to be  
23 proven at trial.

24 **SECOND CAUSE OF ACTION**

25 **(Breach of Written Contract - Release Agreement)**

26 24. The Lowes reallege and incorporate by reference herein each of the allegations in  
27 Paragraphs 1 through 23, above.

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25. Defendant has materially breached the Release Agreement by failing to abide by the Confidentiality Agreement by, among other things, discussing the Lowes' business and personal affairs with third parties.

26. The Lowes have fully performed all of their duties and obligations in connection with the Release Agreement, except for those duties and obligations that have been excused or rendered incapable of performing due to Defendant's breaches of the Release Agreement as set forth above.

27. As a direct and foreseeable result of Defendant's breaches of the Release Agreement, the Lowes have suffered general, specific and incidental damages in an amount to be proven at trial.

**THIRD CAUSE OF ACTION**

**(Defamation)**

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

29. The Lowes are informed and believe, and based thereon allege, that over the last year, Defendant has made several false and defamatory statements about Sheryl Lowe and Rob Lowe.

30. For example, 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 heartless and cold in the way that she treats people and as an unclean person.

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

32. 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.

1 33. As a direct and proximate result of the above-described conduct by Defendant, the  
2 Lowes have suffered general and special damages in an amount to be determined at trial but  
3 believed to be no less than \$1,000,000.00, including without limitation, damage to the Lowes'  
4 reputations, careers and standing in the community.

5 34. The Lowes are informed and believe, and based thereon allege, that Defendant  
6 acted with oppression, fraud and malice and that, therefore, his conduct justifies an award of  
7 punitive and exemplary damages.

#### 8 FOURTH CAUSE OF ACTION

##### 9 (Breach of the Duty of Loyalty)

10 35. The Lowes reallege and incorporate by reference herein each of the allegations in  
11 Paragraphs 1 through 34, above.

12 36. Defendant, as the Lowes' chef and houseman, owed a duty to give the Lowes his  
13 undivided loyalty and not to take any actions during his employment that would be detrimental to  
14 the Lowes. This included a duty of loyalty not to use or disclose confidential information, as set  
15 forth in the Confidentiality Agreement, obtained by and revealed to him during the course and  
16 scope of his employment either for his own personal use and dealing or to the detriment of the  
17 Lowes.

18 37. The Lowes are informed and believe, and based thereon allege, that Defendant  
19 breached his duty of loyalty by the acts and conduct alleged herein, including, but not limited to,  
20 the following:

- 21 (a) Disclosing to third parties the Lowes' address and private telephone number;
- 22 (b) Throwing parties at the Lowes' home when they were out of town and without  
23 their knowledge or permission;
- 24 (c) Having sex on the Lowes' bed with third parties when the Lowes were out of town  
25 and without the Lowes' knowledge or permission;
- 26 (d) Stealing from the Lowes' medicine cabinet and distributing their prescription  
27 medication to his friends;
- 28 (e) Compromising the Lowes' safety by breaking the Lowes' security cameras;

- 1 (f) Overcharging the Lowes for food;
- 2 (g) Stealing food from the Lowes for his personal use and to use in connection with
- 3 his catering business;
- 4 (h) Developing and operating his own catering business while employed by the
- 5 Lowes;
- 6 (i) Taking private catering jobs while employed while employed by the Lowes; and
- 7 (j) Unlawfully taking mail from the Lowes' mailbox and destroying it.
- 8 38. By virtue of Defendant's breaches of his duty of loyalty, the Lowes have been
- 9 damaged in an amount not yet determined, but to be proved at trial.

10 39. The Lowes are informed and believe, and based thereon allege, that Defendant

11 knew about his duties and obligations to the Lowes, yet intentionally disregarded those

12 responsibilities in doing the acts described herein, with the intent to cause detriment to the Lowes

13 and for his own personal gain and interest. In doing so, Defendant acted with oppression, fraud

14 and malice, and on this basis, the Lowes request that punitive damages be assessed against

15 Defendant in an amount to be determined at trial.

16 **FIFTH CAUSE OF ACTION**

17 **(Breach of Fiduciary Duties)**

18 40. The Lowes reallege and incorporate by reference herein each of the allegations in

19 Paragraphs 1 through 39, above.

20 41. At all times relevant hereto, Defendant owed fiduciary obligations and duties to

21 the Lowes by virtue of his status as the family chef and houseman. In this capacity, he had access

22 to personal and private information pertaining to every member of the Lowe Family.

23 42. The Lowes are informed and believe, and based thereon allege, that Defendant

24 breached his fiduciary obligations and duties owed to the Lowes in doing the acts described

25 herein including, but not limited to, the following:

- 26 (a) Developing and marketing his own catering business while employed by the
- 27 Lowes;
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1 (b) Stealing food and money from the Lowes for his personal use and for his catering  
2 business;

3 (c) Engaging in drug use at the Lowes' residence when the Lowes were out of town;

4 (d) Engaging in sexual activity in the Lowes' residence when the Lowes were out of  
5 town;

6 (e) Disclosing confidential information of the Lowes to third parties;

7 (f) Compromising the Lowes' safety and security by inviting third parties into the  
8 Lowes' home, without their knowledge or permission;

9 (g) Making libelous statements against Sheryl Lowe and Rob Lowe; and

10 (h) Converting property belonging to the Lowes' for his own purpose.

11 43. Such breaches caused damage to the Lowes.

12 44. As a proximate result of said breach of fiduciary obligations and duties, the Lowes  
13 have been and will be damaged in an amount which will be proved at trial, but which exceeds the  
14 minimum jurisdictional amount.

15 45. The Lowes are informed and believe, and based thereon allege, that Defendant  
16 knew about his duties and obligations to the Lowes, yet intentionally disregarded those duties and  
17 obligations in doing the acts described herein, with the intent to harm the Lowes and for his own  
18 personal gain and interest. In doing so, Defendant acted with oppression, fraud and malice, and  
19 on this basis, the Lowes request that punitive damages be assessed against Defendant in an  
20 amount to be determined at trial.

21 **SIXTH CAUSE OF ACTION**

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

23 46. The Lowes reallege and incorporate by reference herein each of the allegations in  
24 Paragraphs 1 through 45, above.

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1 47. During and after his employment with the Lowes, Defendant knew that Sheryl  
2 Lowe was particularly susceptible to any statements that would undermine her reputation as  
3 someone who cares for, and tries to mentor, people (and in particular young women) who come  
4 from troubled backgrounds. He also knew that Sheryl Lowe is susceptible to statements that  
5 would taint her reputation in the community and in the public.

6 48. Defendant also knew that the Lowes are very protective of their children and strive  
7 to be a positive role model for them and to have positive role models around the children. He  
8 knew that the Lowes are raising their children in accordance with Sheryl Lowe's Jewish religion  
9 and morals. He knew that the Lowes would be susceptible to statements that might undermine  
10 those efforts.

11 49. Defendant also knew that the Lowes are protective of their privacy and personal  
12 space.

13 50. Defendant's conduct, in making the statements alleged herein, bringing strangers  
14 into the Lowes' home for parties and his own sexual proclivities, and compromising the safety  
15 and security of the Lowes and their children is outrageous and beyond the bounds of decency  
16 such that no reasonable person could be expected to endure it.

17 51. Defendant's statements and conduct are directed at, and target, each of the Lowes'  
18 susceptibilities so as to cause them the most damage. As a result, the Lowes have suffered  
19 damages in that they have been forced to endure great mental anguish, distress, shock,  
20 humiliation, feelings of helplessness as they are under attack.

21 52. As a direct and proximate result of the intentional, malicious, harmful, unlawful  
22 and offensive acts of Defendant, the Lowes have sustained severe and serious injury, including  
23 but not limited to severe emotional distress, humiliation, and mental anguish all to the Lowes' in  
24 an amount which will be proved at trial, but which exceeds the minimum jurisdictional amount.

25 53. In doing the acts described herein, Defendant acted with oppression, fraud and  
26 malice, and on this basis, the Lowes request that punitive damages be assessed against Defendant  
27 in an amount to be determined at trial.

**SEVENTH CAUSE OF ACTION****(Negligent Infliction of Emotional Distress)**

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3 54. The Lowes reallege and incorporate by reference herein each of the allegations in  
4 Paragraphs 1 through 53, above.

5 55. Defendant owed a duty to the Lowes pursuant to (1) his employment relationship,  
6 (2) the Confidentiality Agreement with the Lowes whereby he agreed not to disclose any  
7 information about the Lowes to any third party at any time (except when compelled by legal  
8 process), and (3) the Release Agreement whereby he agreed again not to disclose any information  
9 about the Lowes to any third party at any time (except when compelled by legal process).

10 56. Defendant knew, or should have known, that his failure to exercise due care in (1)  
11 the performance of his duties, (2) the performance pursuant to the Confidentiality Agreement, and  
12 (3) the performance pursuant to the Release Agreement, would cause the Lowes's severe  
13 emotional distress.

14 57. Defendant has breached those duties by (1) making the false and defamatory  
15 statements as alleged herein, (2) disclosing personal information about the Lowes, both true and  
16 untrue, to third parties, (3) trespassing onto the Lowes' property and allowing strangers to  
17 trespass onto the Lowes' property and into the Lowes' home, (4) stealing money, food and other  
18 personal items belonging to the Lowes for his own personal use.

19 58. As a proximate result of Defendant's acts constituting breaches of his duties to the  
20 Lowes, the Lowes have sustained severe and serious injury, including but not limited to severe  
21 emotional distress, humiliation, and mental anguish all to the Lowes' damage in an amount which  
22 will be proved at trial.

**EIGHTH CAUSE OF ACTION****(Intentional Misrepresentation - Omission)**

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25 59. The Lowes reallege and incorporate by reference herein each of the allegations in  
26 Paragraphs 1 through 58, above.

1           60. Defendant, by virtue of his fiduciary employment relationship with the Lowes, and  
2 further by virtue of his obligations pursuant to the Confidentiality Agreement and the Release  
3 Agreement, owed the Lowes a duty to fully and completely disclose to the Lowes any and all  
4 statements that he intended to disclose to third parties about the Lowes, any and all invitations he  
5 wished to extend to third parties to join him in the Lowes' household, any and all instances of  
6 business activity that would violate his duty of loyalty to the Lowes, and any and all instances in  
7 which he intended to (or did) take resources from the Lowes for his own catering business or for  
8 his own personal use.

9           61. At all times relevant herein, Defendant failed to disclose to the Lowes, and  
10 suppressed from the Lowes, the fact that he had violated the Confidentiality Agreement and the  
11 Release Agreement, disclosed personal information of the Lowes to third parties, invited  
12 strangers into the Lowes' homes, engaged in developing and promoting his own catering while on  
13 duty with the Lowes, took resources from the Lowes for his own catering business and for his  
14 own personal use. The suppression of these facts was likely to mislead the Lowes, and did in fact  
15 mislead the Lowes in light of Defendant's continued employment with the Lowes until recently  
16 and in light of the Lowes' refraining from taking legal action against Defendant until now.

17           62. Defendant's failures to disclose the information and suppressions of the  
18 information alleged herein were done with the intention to induce the Lowes to continuously  
19 employ Defendant.

20           63. The Lowes, at the times these failures to disclose and suppression of facts  
21 occurred, and at the time the Lowes took the actions alleged herein, were ignorant of the  
22 existence of the facts which Defendant suppressed and failed to disclose. If the Lowes had been  
23 aware of the existence of the facts not disclosed by Defendant, the Lowes would not have, as they  
24 did, continued to have employed Defendant, allowed Defendant access to their homes, allowed  
25 Defendant access to their confidential information or refrained from taking legal action against  
26 Defendant.

1 64. As a proximate result of Defendant's fraudulent failure to disclose facts and his  
2 suppression of facts as alleged herein, Defendant continued to employ Defendant, continued to  
3 allow Defendant access to their homes, continued to allow Defendant access to their confidential  
4 information, and refrained from taking legal action against Defendant by reason of which  
5 Defendant has been unjustly enriched.

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

#### 10 NINTH CAUSE OF ACTION

##### 11 (Negligent Misrepresentation – Omission)

12 66. The Lowes reallege and incorporate by reference herein each of the allegations in  
13 Paragraphs 1 through 65, above.

14 67. Defendant, by virtue of his fiduciary employment relationship with the Lowes and  
15 further by virtue of his obligation pursuant to the Confidentiality Agreement, owed the Lowes a  
16 duty to fully and completely disclose to the Lowes any and all statements that he intended to  
17 disclose to third parties about the Lowes, any and all invitations he wished to extend to third  
18 parties to join him in the Lowes' household, any and all instances of business activity that would  
19 violate his duty of loyalty to the Lowes, and any and all instances in which he intended to (or did)  
20 take resources from the Lowes for his own catering business or for his own personal use.

21 68. Defendant breached his duty to disclose to the Lowes the statements and conduct  
22 alleged herein.

23 69. At all times relevant herein, Defendant failed to disclose to the Lowes, and  
24 suppressed from the Lowes, the fact that he had violated the Confidentiality Agreement and  
25 Release Agreement, disclosed personal information of the Lowes to third parties, invited  
26 strangers into the Lowes' homes, engaged in developing and promoting his own catering while on  
27 duty with the Lowes, took resources from the Lowes for his own catering business and for his  
28 own personal use. The suppression of these facts was likely to mislead the Lowes, and did in fact

1 mislead the Lowes in light of Defendant's continued employment with the Lowes and in light of  
2 the Lowes refraining from taking legal action against Defendant.

3 70. Defendant knew, or should have known, that his failures to disclose the  
4 information and suppressions of the information alleged herein would induce the Lowes to  
5 continuously employ Defendant and would induce the Lowes not to take any legal steps to protect  
6 their property and privacy rights.

7 71. The Lowes, at the times these failures to disclose and suppression of facts  
8 occurred, and at the time the Lowes took the actions alleged herein, were ignorant of the  
9 existence of the facts which Defendant suppressed and failed to disclose. If the Lowes had been  
10 aware of the existence of the facts not disclosed by Defendant, the Lowes would not have, as they  
11 did, continued to have employed Defendant, allowed Defendant access to their homes, allowed  
12 Defendant access to their confidential information, or refrained from taking legal action against  
13 Defendant.

14 72. As a proximate result of Defendant's negligent failure to disclose facts as alleged  
15 herein, the Lowes continued to employ Defendant, continued to allow Defendant access to their  
16 homes, continued to allow Defendant access to their confidential information and continued to  
17 refrain from taking any legal action against Defendant to protect and vindicate their property and  
18 privacy rights, by reason of which Defendant has been unjustly enriched.

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

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

25 **TENTH CAUSE OF ACTION**

26 **FOR TRESPASS**

27 75. The Lowes reallege and incorporate by reference herein each of the allegations in  
28 Paragraphs 1 through 74, above.

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1 76. The Lowes are informed and believe, and based thereon allege, that over the last  
2 couple of years, Defendant entered the Lowes' home in Santa Barbara, broke the Lowes' security  
3 camera, and allowed a number of strangers to enter the Lowes' home for parties, sexual  
4 encounters and to use drugs, all without the Lowes' knowledge or consent.

5 77. The Lowes are further informed and believe, and based thereon allege, that in or  
6 about November 2007, Defendant entered the Lowes' residence, accessed their mailbox and took  
7 mail that was address to the Lowes without the Lowes' knowledge or permission. The Lowes are  
8 further informed and believe, and based thereon allege, that Defendant destroyed the mail  
9 addressed to the Lowes, also without the Lowes' knowledge or permission.

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

15 79. Defendant's conduct was oppressive, fraudulent and malicious, and was done with  
16 willful and conscious disregard for the Lowes' rights. He engaged in the conduct above with the  
17 knowledge that the Lowes expressly forbade such conduct. By reason of such conduct, the  
18 Lowes are entitled to recover exemplary and punitive damages against Defendant.

19 **PRAYER FOR RELIEF**

20 WHEREFORE, Plaintiffs pray for judgment against Defendant as follows:

21 **AS TO THE FIRST CAUSE OF ACTION**

22 **(Breach of Written Contract -- Confidentiality Agreement)**

- 23 1. For general damages, in an amount to be proven at trial;  
24 2. For costs incurred herein;

25 **AS TO THE SECOND CAUSE OF ACTION**

26 **(Breach of Written Contract -- Release Agreement)**

- 27 3. For general damages, in an amount to be proven at trial;  
28 4. For costs incurred herein;

DREIER STEIN KAHAN  
BROWNE WOODS GEORGE LLP

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**AS TO THE THIRD CAUSE OF ACTION**

**(Defamation)**

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

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

7. For costs incurred herein;

**AS TO THE FOURTH CAUSE OF ACTION**

**(Breach of the Duty Of Loyalty)**

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

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

10. For costs incurred herein;

**AS TO THE FIFTH CAUSE OF ACTION**

**(Breach of Fiduciary Duties)**

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

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

13. For costs incurred herein;

**AS TO THE SIXTH CAUSE OF ACTION**

**(Intentional Infliction of Emotional Distress)**

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

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

16. For costs incurred herein;

**AS TO THE SEVENTH CAUSE OF ACTION**

**(Negligent Infliction of Emotional Distress)**

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

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DREIER STEIN KAHAN  
BROWNE WOODS GEORGE LLP

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

19. For costs incurred herein;

**AS TO THE EIGHTH CAUSE OF ACTION**

**(Intentional Misrepresentation -- Omission)**

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

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

22. For costs incurred herein;

**AS TO THE NINTH CAUSE OF ACTION**

**(Negligent Misrepresentation -- Omission)**

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

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

25. For costs incurred herein;

**AS TO THE TENTH CAUSE OF ACTION**

**(Trespass)**

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

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

28. For costs incurred herein;

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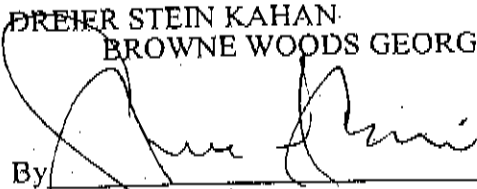
AS TO ALL CAUSES OF ACTION

29. 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

DREIER STEIN KAHAN  
BROWNE WOODS GEORGE LLP

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By Fax

1 DREIER STEIN KAHAN  
2 BROWNE WOODS GEORGE LLP  
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4 lstein@dreierstein.com  
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10 1620 26th Street  
11 6th Floor, North Tower  
12 Santa Monica, CA 90404  
13 Telephone: 310.828.9050  
14 Facsimile: 310.828.9101  
15  
16 Attorneys for Plaintiffs  
17 ROB LOWE and SHERYL LOWE

**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) NEGLIGENCE INFLICTION OF  
EMOTIONAL DISTRESS;  
(7) INTENTIONAL  
MISREPRESENTATION (OMISSION);  
(8) NEGLIGENCE MISREPRESENTATION  
(OMISSION);  
(9) TRESPASS;  
(10) ABUSE OF PROCESS

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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 11:57AM

DREIER STEIN &amp; KAHAN LLP

NO. 2322 P. 11

1           39. As a direct and proximate result of the above-described conduct by Defendant, the  
2 Lowes have suffered general and special damages in an amount to be determined at trial but  
3 believed to be no less than \$1,000,000.00, including without limitation, damage to the Lowes'  
4 reputations, careers and standing in the community.

5           40. The Lowes are informed and believe, and based thereon allege, that Defendant  
6 acted with oppression, fraud and malice and that, therefore, her conduct justifies an award of  
7 punitive and exemplary damages.

8

9

### THIRD CAUSE OF ACTION

10

#### (Breach of the Duty of Loyalty)

11

12           41. The Lowes reallege and incorporate by reference herein each of the allegations in  
13 Paragraphs 1 through 40, above.

14           42. Defendant, as the nanny and caretaker for the Lowes' children, owed a duty to  
15 give the Lowes her undivided loyalty and not to take any actions during her employment that  
16 would be detrimental to the Lowes or their children. This included a duty of loyalty not to use or  
17 disclose confidential information, as set forth in the Confidentiality Agreement, obtained by and  
18 revealed to her during the course and scope of her employment either for her own personal use  
19 and dealing or to the detriment of the Lowes.

20           43. The Lowes are informed and believe, and based thereon allege, that Defendant  
21 breached her duty of loyalty by the acts and conduct alleged herein, including (1) impermissibly  
22 disclosing the Lowes' confidential information to third parties, (2) inviting third parties into the  
23 Lowes' home, without their knowledge or permission, to pursue her own personal interests while  
24 she was on-duty as the nanny for the Lowes' children, (3) making libelous statements against Rob  
25 Lowe and Sheryl Lowe, and (4) converting property belonging to the Lowes' for her own use  
26 without the Lowes' approval or knowledge, for her own sole and personal benefit and to the  
27 detriment of the Lowes.

28           44. By virtue of Defendant's breach of her duty of loyalty, the Lowes have been  
damaged in an amount not yet determined, but to be proved at trial.

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COMPLAINT









APR. 7. 2008 11:59AM

DREIFR STEIN &amp; 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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-14-

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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APR. 7. 2008 11:59AM

DREYER STEIN &amp; KAHAN LLP

NO. 2322 P. 18

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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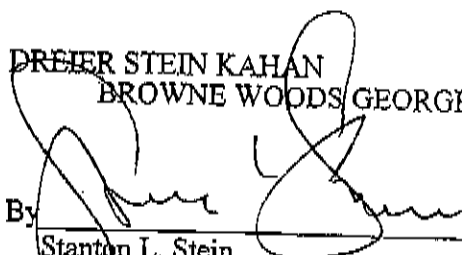
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AS TO ALL CAUSES OF ACTION

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

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**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

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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 &amp; KAHAN LLP

NO. 2322 P. 26 Page 1 of 1

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**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

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