

DREIER STEIN KAHAN
BROWNE WOODS GEORGE L.L.P.

1 DREIER STEIN & KAHAN
BROWNE WOODS GEORGE LLP
2 Stanton L. Stein (SBN 045997)
lstein@dreierstein.com
3 Fred B. Griffin (SBN 066027)
fgriffin@dreierstein.com
4 Maribeth Annagney (SBN 228431)
mannagney@dreierstein.com
5 Laurie E. Kennedy (SBN 256418)
lkennedy@dreierstein.com
6 The Water Garden
1620 26th Street
7 Sixth Floor, North Tower
Santa Monica, CA 90404
8 Telephone: 310 828 9050
Facsimile: 310 828 9101

9 NYE, PEABODY, STIRLING & HALE LLP
10 David Nye, Esq. (SBN 067009)
33 West Mission Street, Suite 201
11 Santa Barbara, California 93101
Telephone: (805) 963-2345
12 Facsimile: (805) 563-5385

13 Attorneys for Plaintiffs & Cross-Defendants
ROB LOWE and SHERYL LOWE

14
15 SUPERIOR COURT OF THE STATE OF CALIFORNIA
16 COUNTY OF SANTA BARBARA—ANACAPA DIVISION

17 ROB LOWE, an individual; and SHERYL
18 LOWE, an individual,
19 Plaintiffs,
20 vs.

21 JESSICA GIBSON, an individual; and
DOES 1 through 100, inclusive,
22 Defendants.

23 JESSICA GIBSON,
24 Cross-Complainant,
25 vs.

26 ROB LOWE, an individual; and SHERYL
27 LOWE, an individual; and ROES 1 through
25, inclusive,
28 Cross-Defendants.

FILED
SUPERIOR COURT of CALIFORNIA
COUNTY of SANTA BARBARA

JUN 26 2008

GARY M. BLAIR, Executive Officer

[Signature]
MARIBETH ANNAGNEY, Deputy Clerk

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CASE NO. 1267094 *By Fax*
The Hon. Denise de Bellefeuille, Dept. SB6
DECLARATION OF SHERYL LOWE
[Opposition to Defendant's Motion to Strike
the Complaint or Portions Thereof;
Declarations of Carol Andrade, Nigel
Armstrong, Carmen Bautista, Anthony
DeMarinis, Jennifer Dynoff, Jamie Gibson
Sprovieri, Birgit Gutscher, Rob Lowe, James
Maclear, Erica Moreno and Stanton L. Stein,
filed concurrently herewith]

Date: July 10, 2008
Time: 9:30 a.m.
Dept.: 6

Date Cross-Complaint Filed: April 14, 2008
Trial Date: None set

1 I, Sheryl Lowe, hereby declare that:

2 1. I am a party to the litigation captioned *Rob Lowe and Sheryl Lowe v. Jessica*
3 *Gibson*, Superior Court of the State of California, County of Santa Barbara—Anacapa Division,
4 Case No. 1267094. I have personal knowledge of the matters stated herein and if called as a
5 witness and sworn, I could competently testify thereto.

6 **Confidentiality Agreement**

7 2. At all times relevant herein, it has been my practice, upon hiring new household
8 employees and throughout the course of their employment, to explain to them that the personal
9 information pertaining to me, my husband and my children is to remain confidential. Because my
10 husband, Rob Lowe, is a public figure, I take this very seriously so as to maintain our peace and
11 privacy and to protect my children from unwanted media attention, stalkers and other dangerous
12 and intrusive strangers. Each new employee is required to sign a confidentiality agreement at the
13 beginning of his/her employment. I attach as Exhibit A a true and correct copy of the form of the
14 confidentiality agreement each new nanny was required to sign during the relevant time periods.
15 Additionally, because the nannies on occasion drive my children to and from school, to and from
16 lessons and to and from our house as part of their job duties, I have told them that if they ever feel
17 that they are being followed when they have the children with them, they are to call the house
18 immediately so that my husband, I or the estate manager can direct them to an alternate, safe
19 location.

20 3. I have made it absolutely clear and have repeated to each of the household
21 employees, specifically including our former nanny Jessica Gibson, that our personal information
22 is not to be disclosed to, or discussed with, any third party.

23 4. I have also made it absolutely clear that third parties are not to be invited to our
24 homes, or even told where we live, unless my husband or I expressly permit it.

25 **Jessica Gibson's Employment**

26 5. My husband and I previously employed Ms. Gibson as a nanny to help care for our
27 two minor children. Ms. Gibson has worked for me and my family on and off for approximately
28

1 six years. She has, on at least three occasions, resigned her employment with us without
2 providing advance notice.

3 6. On the evening of February 24, 2008, I was informed by Jennifer Dynof and Carol
4 Andrade (Ms. Gibson's direct supervisor who reports to me and to Ms. Dynof) that Ms. Gibson
5 had resigned effective immediately and would not be coming back.

6 7. The following morning, on February 25, 2008, Ms. Gibson and I exchanged text
7 messages through our cell phones. I expressed to her my disappointment with how she had left
8 the job and how she had been performing. Ms. Gibson sent me two messages, both of which
9 expressed her love and apologies to me and my family. I attach to this Declaration as Exhibits B
10 and C the two messages that I received from Ms. Gibson on February 25, 2008.

11 8. I have not heard directly from Ms. Gibson after those text messages.

12 9. At some point after March 26, 2008, over a month after Ms. Gibson had resigned
13 from her employment with us, my husband and I received a letter dated March 26, 2008 from
14 John Richards, an attorney representing Ms. Gibson ("March 26 Letter"), in which Ms. Gibson
15 was making claims of, among other things, harassment and demanded money or she would sue us.

16 10. Shortly after receiving the letter, my husband and I contacted our attorney, Stanton
17 L. Stein, Esq. and provided him with a copy of the March 26 Letter.

18 **Relationship With Jessica Gibson**

19 11. I understand that Ms. Gibson has made several comments to third parties about me
20 even while she was working for me and my family. I understand that Ms. Gibson has described
21 me to several third parties using profanities and stated that I am crazy, selfish, racially insensitive,
22 and spoiled and that I have asked her to do things that are inappropriate for her job (e.g., packing
23 clothes for our family vacation). I also understand that Ms. Gibson has stated that I play mind
24 games with her, that I would try to manipulate her and that I have said that she would never have a
25 boyfriend because guys only want to have sex with her. I understand that Ms. Gibson has also
26 said that I am jealous of her.

27 12. I deny all of Ms. Gibson's allegations against me. I tried to mentor Ms. Gibson
28 and supported her decision each time she left to pursue new careers or more education. She would

1 confide in me about the men she was involved with and I would caution her on certain occasions
2 against getting involved with certain men who were, in Ms. Gibson's words, treating her poorly.
3 Except for a tennis instructor she got involved with, I did not personally know the men Ms.
4 Gibson complained about so I would give her general advice that usually people don't change
5 unless they want to (that is, treat her better) and she should not try to change them, instead she
6 should take care of herself first.

7 **Allegations Against Rob Lowe**

8 13. I also understand that Ms. Gibson is now claiming that my husband sexually
9 harassed her over the course of three years. The first time I learned of Ms. Gibson's allegations
10 was when I received the March 26 Letter. Based on my observations of Ms. Gibson and the
11 information she has told me about her own interactions with men, I believe that Ms. Gibson
12 sought attention from my husband. I do not believe that Ms. Gibson feared that my husband
13 would assault her or abuse her in any way.

14 14. For example, when we were in Cabo San Lucas, Mexico in February 2008, I recall
15 that during our fishing trip, Ms. Gibson asked my husband, in front of me and sitting next to me, if
16 he would rub sun block on her. I stepped in and said no, I would do it, and that was not
17 appropriate for her to ask him.

18 15. I recall one other occasion when Ms. Gibson asked my husband to rub sun block on
19 her, which took place in mid-2005 during our trip to Sardinia, Italy. I was sitting next to her and
20 told her that I would do it. She got upset with me for stepping in, left us and went back to her
21 room. When we returned to the United States from that trip, she quit. She returned to work for us
22 a couple of months later.

23 16. I also recall another occasion when Ms. Gibson was with me and my family in
24 London, England in 2005. She had taken a shower and walked out of her bathroom, wrapped in
25 only a towel, dripping wet and walked down two stories to the living room area where my
26 husband was reading. She said hi to him. I was in the adjoining den area and also looked up
27 when she said hi. I do not think that she realized that I was in the room. When I saw her, I told
28 her to go to her room and put on some clothes and never to do that again.

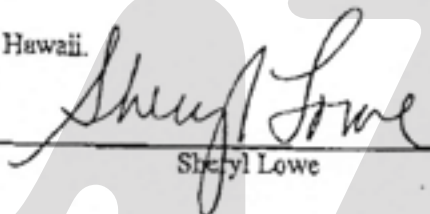
1 17. I spoke with Carol Andrade, her supervisor, and requested that Ms. Andrade speak
2 with Ms. Gibson about her inappropriate conduct.

3 Damage

4 18. Since learning of Ms. Gibson's false statements about me and my husband, my
5 husband and I have incurred, and will continue to incur, considerable expenses in lawyers' fees
6 and costs, my time spent on the litigation rather than on growing my new start-up business,
7 employee time spent reviewing personnel files and gathering material in connection with the
8 lawsuit, costs of adding and changing locks to protect our personal and business information, time
9 spent in changing phone numbers and passwords, and modifying our house security system.
10

11 I declare under penalty of perjury under the laws of the State of California that the
12 foregoing is true and correct.

13 Executed on June 24th, 2008, at Kauai, Hawaii.

14 
15 _____
16 Sheryl Lowe

DREIER STEIN KAHAN
BROWNE WOODS GEORGE LLP

NON-DISCLOSURE AGREEMENT

In connection with your services as a nanny, you will be involved with the affairs of Rob and Sheryl Lowe and members of their families (collectively, the "Loves"), sometimes in areas which are personal, private, confidential or proprietary. You agree to hold strictly confidential and secret, and to refrain from the disclosure (or authorizing the disclosure) at any time to the media or to any party of any information which you learn or derive from or by reason of your services which pertains to the business or personal affairs of the Loves, their affiliated companies and /or any of their personal or professional associates (collectively, the "Lowe Parties"), or refer to the Lowe Parties in any way in any public statement or writing.

You also agree not to discuss or disclose any kind of personal, private or business matters of the Loves and the Lowe Parties with other employees of the Loves and the Lowe Parties except as directed by the Loves.

Accordingly, you agree that you will not at any time (whether during or after the term of your services) disseminate, publish, state or in any other manner disclose any information of any kind dealing with the business or personal affairs of the Lowe Parties, including information which is or may be considered personal, private, confidential or proprietary to the Lowe Parties, except only as may be required by judicial process from a court of competent jurisdiction or otherwise as a matter of law. In this regard, you will not give any interviews (whether oral or written) or write or prepare, or assist in the preparation of any books, articles, programs or other oral or written communications dealing with the business or personal affairs of the Lowe Parties, nor confirm or deny any information of any kind (whether rumored or known in any way) relating to the business or personal affairs of the Lowe Parties.

Any breach of the provisions of this agreement shall constitute a material breach which will cause irreparable injury to the Lowe Parties, not readily measurable in money, for which the Lowe Parties shall be entitled to injunctive relief and all other remedies provided at or in equity.

Please confirm your agreement to the foregoing by signing below and returning a copy to Sheryl Lowe.

Dated: _____, 2007.

Witness

Address: _____

Exhibit "A"

ADDENDUM

As a means of further explanation, examples of the type of "information" that cannot be disclosed includes, but is by no means limited to: the types of cars they drive, where they live, where they travel to, the names of their friends and family, where their children attend school etc.

I have read and understand the contents of this addendum.

Dated:, 200:

Witness

Address: _____



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](#).

TMZ

4/7/2008

Exhibit "B"

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 embarassed 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](#).

TMZ

4/7/2008

Exhibit "C"