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**FILED**  
SUPERIOR COURT OF CALIFORNIA  
COUNTY OF SANTA BARBARA

APR 14 2008

GARY M. BLAIR, Executive Officer  
BY *Terri Chavez*  
TERRI CHAVEZ, Deputy Clerk

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11 Attorneys for Defendant/Cross-Complainant, JESSICA GIBSON

12 IN THE SUPERIOR COURT OF THE STATE OF CALIFORNIA  
13 FOR THE COUNTY OF SANTA BARBARA

14 ROB LOWE, an individual; and SHERYL  
15 LOWE, an individual,

16 Plaintiffs,

17 vs.

18 JESSICA GIBSON, an individual; and  
19 DOES 1 through 100, inclusive,

20 Defendants.

21 \_\_\_\_\_  
22 JESSICA GIBSON,

23 Cross-Complainant

24 ROB LOWE, an individual; and SHERYL  
25 LOWE, an individual, and ROES 1 through  
26 25 inclusive.

27 Cross-Defendants.  
28 \_\_\_\_\_

CASE NO: 1267094 *By Fax*

**ANSWER TO COMPLAINT; CROSS  
COMPLAINT FILED  
CONCURRENTLY HEREWITH**

**JURY TRIAL DEMANDED**

*APF*  
*\$1320*  
*290043*

1  
2 Defendant Jessica Gibson hereby answers on behalf of herself Plaintiff's unverified  
3 complaint as follows:

4 **GENERAL DENIAL**

5  
6 Pursuant to California Code of Civil Procedure §431.30(d) Defendant generally denies  
7 each and every allegation contained in the complaint and further denies that plaintiffs have been  
8 damaged in any sum or amount whatsoever.

9 **FIRST AFFIRMATIVE DEFENSE**

10 **(Failure to State a Claim)**

11 1. The Complaint and each cause of action therein fails to state a claim upon which  
12 relief can be granted.

13 **SECOND AFFIRMATIVE DEFENSE**

14 **(Statute of Limitations)**

15 2. The complaint and each cause of action set forth therein is barred in whole or in  
16 part by the applicable statute of limitations.

17 WHEREFORE, Defendant prays for judgment against plaintiffs as follows:

18 1. That Plaintiffs take nothing by their complaint and that judgment be entered in  
19 favor of defendant on each of every one of plaintiffs' causes of action.

20 2. That defendant be awarded its costs of suit and reasonable attorneys fees.

21 3. For such other relief as this court deems improper.

22 DATED: April 14, 2007

ALLRED, MAROKO & GOLDBERG

23  
24  
25 By: 

26 GLORIA ALLRED

Attorneys for Defendant/Cross-Complainant  
27 JESSICA GIBSON

1 **PROOF OF SERVICE**

2  
3 STATE OF CALIFORNIA, COUNTY OF LOS ANGELES

4 I am employed in the County of Los Angeles, State of California. I am over the age of  
5 18 and not a party to the within action; my business address is: 6300 Wilshire Boulevard,  
Suite 1500, Los Angeles, California 90048.

6 On April 14, 2008, I served the foregoing document described as **ANSWER TO**  
7 **COMPLAINT; CROSS COMPLAINT FILED CONCURRENTLY HEREWITH**

8 on interested parties in this action

9  by placing true copies thereof enclosed in sealed envelopes addressed as stated on the  
attached mailing list:

10  by placing  the original  a true copy thereof enclosed in sealed envelopes at Los  
11 Angeles, California addressed as follows:

12 Stanton L. Stein, Esq.  
13 **DREIER, STEIN, KAHAN, BROWNE, WOODS, GEORGE LLP**  
The Water Garden  
14 1620 26<sup>th</sup> Street, 6<sup>th</sup> Floor, North Tower  
Santa Monica, CA 90404  
15 Phone: [REDACTED]  
Fax: [REDACTED]

16  **BY MAIL:** I caused such envelope with postage thereon fully prepaid to be placed in  
17 the United States mail at Los Angeles, California.

18  **BY FAX:** by transmitting a true copy via facsimile transmission from telecopier  
19 number [REDACTED] located at 6300 Wilshire Blvd., Ste. 1500, Los Angeles,  
California 90048, to the following:

20  **BY PERSONAL SERVICE:** I caused such envelope to be personally served on the  
Addressee(s) to the offices of the addressee(s).

21 Executed on April 14, 2008 at Los Angeles, California.

22  **State** I declare under penalty of perjury under the laws of the State of California that  
23 the above is true and correct.

24  **Federal** I declare that I am employed in the office of a member of the bar of this  
25 Court at whose direction the service was made.

26  
27 Angie O. Paz  
PRINT NAME

28   
SIGNATURE

1 GLORIA ALLRED, SBN 65033  
2 NATHAN GOLDBERG, SBN 61292  
3 DOLORES Y. LEAL, SBN 134176

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COUNTY OF SANTA BARBARA

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11 Attorneys for Defendant/Cross-Complainant, **JESSICA GIBSON**

12  
13 IN THE SUPERIOR COURT OF THE STATE OF CALIFORNIA  
14 FOR THE COUNTY OF SANTA BARBARA

16 ROB LOWE, an individual; and SHERYL )  
17 LOWE, an individual, )

18 Plaintiffs, )

19 vs. )

20 )  
21 JESSICA GIBSON, an individual; and )  
22 DOES 1 through 100, inclusive, )

23 Defendants. )

24 \_\_\_\_\_ )  
25 JESSICA GIBSON, )

26 Cross-Complainant )

27 )  
28 ROB LOWE, an individual; and SHERYL )

CASE NO: 1267094 *By Fax*

**CROSS COMPLAINT BY JESSICA GIBSON AGAINST ROB LOWE AND SHERYL LOWE AND ROES 1 THROUGH 25 INCLUSIVE**

1. SEXUAL ASSAULT
2. SEXUAL BATTERY
3. SEXUAL HARASSMENT (Violation of Gov't Code §12940 et seq.)
4. RETALIATION
5. UNPAID OFF-THE-CLOCK WORK
6. UNPAID OVERTIME WAGES
7. UNPAID MEAL PERIODS

1 LOWE, an individual, and ROES 1 through )  
2 25 inclusive. )

3 Cross-Defendants. )  
4 )  
5 )  
6 )  
7 )  
8 )

8. UNPAID REST PERIODS  
9. VIOLATION OF LABOR CODE §226  
10. MISCLASSIFICATION AS INDEPENDENT CONTRACTOR  
11. VIOLATION OF LABOR CODE §203  
12. CONVERSION

9 **JURY TRIAL DEMANDED**

10 1. Cross-Complainant **JESSICA GIBSON**, for her complaint against Cross-  
11 Defendants Rob Lowe, an individual and Sheryl Lowe, an individual, and ROES 1 through 25,  
12 inclusive allege as follows:

13 **NATURE OF THE ACTION**

14 2. The rich and famous are not above the law. They are not granted any special  
15 immunities. The rich and famous, just like any other individual and any other employer, must not  
16 sexually abuse their employees. They must abide by the laws which prohibit sexually offensive  
17 and sexually hostile work environments. If the rich and famous wish to employ individuals to  
18 cater to their every need, they must also refrain from violating California's wage and hour laws.

19 3. When persons employed by the rich and famous dare to speak out about the  
20 unlawful employment practices perpetrated upon them, the rich and famous try to hide behind a  
21 purported "Confidentiality Agreement."

22 4. Unfortunately, as set forth herein this is exactly what occurred in this matter. Cross-  
23 Defendants have not only sexually abused, sexually harassed and failed to properly pay Cross-  
24 Complainant Jessica Gibson, but they have now retaliated against her by filing a lawsuit against  
25 her for having asserted her legal rights.

26 **PRELIMINARY FACTUAL STATEMENT**

27 5. Cross-Complainant **JESSICA GIBSON** (hereinafter referred to as "Cross-  
28 Complainant" or "Gibson") is, and at all relevant times mentioned herein was, a resident of the

1 County of Santa Barbara, State of California.

2 6. Cross-Complainant **JESSICA GIBSON** is informed and believes, and based  
3 thereon alleges, that Cross-Defendant **ROB LOWE** is an individual residing in the County of  
4 Santa Barbara at all times relevant herein.

5 7. Cross-Complainant is informed and believes, and based thereon alleges that Cross-  
6 Defendant **SHERYL LOWE** is an individual residing in the County of Santa Barbara at all times  
7 relevant herein.

8 8. Cross-Defendants **ROB LOWE** and **SHERYL LOWE** are referred to collectively  
9 as "Cross-Defendants." Cross-Complainant is informed and believes and based thereon alleges  
10 that Cross-Defendants **ROB LOWE** and **SHERYL LOWE** were, at all times relevant herein, the  
11 co-employers of Cross-Complainant.

12 9. The true names and capacities, whether individual, associate or otherwise, of  
13 Cross-Defendants sued herein as ROES 1 through 25, inclusive, are currently unknown to Cross-  
14 Complainant, who therefore sues said Cross-Defendants by such fictitious names. Cross-  
15 Complainant is informed and believes, and based thereon alleges, that each of the Defendants  
16 designated herein as a ROE is legally responsible in some manner for the events and happenings  
17 referred to herein, and caused injury and damage proximately thereby to Cross-Complainant as  
18 hereinafter alleged. Cross-Complainant will seek leave of Court to amend this complaint to show  
19 the true names and capacities of the Cross-Defendants designated herein as ROES when the same  
20 have been ascertained.

21 10. Whenever in this complaint reference is made to "Cross-Defendants, and each of  
22 them," such allegation shall be deemed to mean the acts of Cross-Defendants acting individually,  
23 jointly, and/or severally.

24 11. Cross-Complainant is informed and believes, and based thereon alleges, that at all  
25 times mentioned herein, each of the Cross-Defendants was the agent, servant and employee, co-  
26 venturer and co-conspirator of each of the remaining Cross-Defendants, and was at all times herein  
27 mentioned, acting within the course, scope, purpose, consent, knowledge, ratification and  
28 authorization of such agency, employment, joint venture and conspiracy.

1           12.     At all times relevant herein, Cross-Defendants engaged Cross-Complainant as an  
2 independent contractor, and not an employee. In fact, the nature of the working relationship  
3 between Cross-Complainant and Cross-Defendants was an employment relationship of an  
4 employee and employer, as those terms are used in Labor Code §2750 (Contract of Employment.)  
5 That section provides: "The contract of employment is a contract by which one, who is called the  
6 employer, engages another, who is called the employee, to do something for the benefit of the  
7 employer or a third person."

8           13.     Cross-Complainant GIBSON worked for Cross-Defendants intermittently between  
9 August 2001 and February 24, 2008 as a Nanny. At all times during her employment with Cross-  
10 Defendants, Cross-Complainant's hours and working conditions were regulated by Title 8,  
11 California Code of Regulations Section 11150, Industrial Welfare Commission Order No. 2001  
12 Regulating Wages, Hours and Working Conditions for Household Occupations ("Wage Order No.  
13 15").

14           14.     Cross-Complainant's duties as a Nanny included, but were not limited to, driving  
15 the Cross-Defendants' two sons to school, packing the Cross-Defendants' (and their sons')  
16 suitcases, organizing the Cross-Defendants' closet, making jewelry for Cross-Defendants, doing  
17 laundry and cleaning when traveling with Cross-Defendants, taking care of the family dogs,  
18 preparing meals, and grocery shopping.

19           15.     Cross-Defendants paid Cross-Complainant an hourly wage of \$18.00 per hour.

20           16.     Cross-Defendants regularly employed one (1) or more persons, bringing Cross-  
21 Defendants within the provisions of Government Code §12900 et seq. prohibiting employers or  
22 their agents from discriminating against or harassing employees on the basis of their sex. Cross-  
23 Defendants regularly employed five (5) or more persons, bringing Cross-Defendants within the  
24 provisions of Government Code §12900 et seq. prohibiting employers or their agents from  
25 retaliating against individuals for engaging in protected activity.

26           17.     GIBSON filed complaints of discrimination in employment with the California  
27 Department of Fair Employment and Housing (hereinafter referred to as "DFEH") against Cross-  
28 Defendants on April 11 and 12, 2008. On April 11 and 12, 2008, the DFEH issued its Notices of

1 Right to Sue authorizing the lawsuit, and Cross-Complainant timely filed this action. GIBSON has  
2 therefore exhausted her available administrative remedies and timely filed this action within the  
3 prescribed period subsequent to issuance of the Notice of Right to Sue.

4 **FIRST CAUSE OF ACTION**

5 **(For Sexual Assault Against Cross Defendant Rob Lowe and ROES 1-25)**

6 18. GIBSON repeats and realleges the allegations contained in paragraphs 1 through  
7 17 and incorporates the same by reference as though fully set forth herein.

8 19. In doing the acts described herein, Cross-Defendant Rob Lowe intended to place  
9 Gibson in apprehension of an imminent offensive contact with her person.

10 20. On several occasions beginning in or about September 2005 and ending in or about  
11 January 2008, without consent, Cross-Defendant Rob Lowe placed his hand inside Gibson's pants  
12 in order to touch her crotch. In or about December 2007, Cross-Defendant Lowe grabbed  
13 Gibson's buttocks without consent.

14 21. As a result of Cross-Defendant Rob Lowe's acts, Gibson was, in fact, placed in  
15 great apprehension of imminent harmful and offensive contact with her person. In particular,  
16 Gibson feared that Cross-Defendant Lowe would attempt to further sexually assault her. A  
17 sexually offensive contact with Plaintiff directly resulted from the actions with Cross-Defendant  
18 Rob Lowe as described hereinabove.

19 22. Cross-Defendant Rob Lowe's conduct as described above, caused Gibson to be  
20 apprehensive that Cross-Defendant Rob Lowe would subject her to further intentional invasions of  
21 her right to be free from offensive and harmful contact and demonstrated that at all times material  
22 herein, Cross-Defendant Rob Lowe had a present ability to subject her to an intentional offensive  
23 and harmful touching.

24 23. As a direct and proximate result of Cross-Defendant Rob Lowe's actions, Gibson  
25 has suffered and will continue to suffer pain and suffering, and extreme and severe mental anguish  
26 and emotional distress; she will incur medical expenses for treatment by psychotherapists and  
27 other health professionals and for other incidental expenses; and she has suffered and will continue  
28 to suffer a loss of earnings and other employment benefits and job opportunities. Gibson is



1 **THIRD CAUSE OF ACTION**

2 **(Sexual Harassment in Violation of California Gov't Code §12940, et seq.**

3 **Against All Cross-Defendants and ROES 1-25)**

4 31. GIBSON repeats and realleges the allegations contained in paragraphs 1 through  
5 30 and incorporates the same by reference as though fully set forth herein.

6 32. This action is brought under the California Fair Employment and Housing Act  
7 ("FEHA") Government Code §12940, subdivision (a), which prohibits discrimination against a  
8 person in the terms, conditions, or privilege of employment on the basis of the person's sex,  
9 subdivision (j), which prohibits harassment of an employee because of her sex, and the  
10 corresponding regulations of the California Fair Employment and Housing Commission.

11 33. During and throughout her employment with Cross-Defendants various conduct  
12 transpired and statements were made that were offensive, insulting, unwelcome, mean, perverted,  
13 crude and lascivious and created an offensive and hostile workplace environment. This conduct  
14 and these statements constituted harassment in the workplace that was severe or pervasive.

15 34. Examples of the offensive, insulting, unwelcome, perverted, crude, lascivious and  
16 harassing behavior engaged in by Cross-Defendant ROB LOWE beginning in or about September  
17 2005 and continuing through in or about December 2007 include, but are not limited to:

- 18 a. placing his hand inside Cross-Complainant's pants in order to touch her crotch;  
19 b. repeatedly exposing his flacid penis to Cross-Complainant;  
20 c. repeatedly exposing his erect penis to Cross-Complainant;  
21 d. repeatedly asking Cross-Complainant to touch his penis;  
22 e. repeatedly grabbing Cross-Complainant's buttocks, and hips;  
23 f. repeatedly masturbating in Cross-Complainant's presence;  
24 g. repeatedly showing Cross-Complainant pornographic images on his computer  
25 h. asking Cross-Complainant to give him a massage and,  
26 i. repeatedly asking Cross-Complainant to tell him dirty stories.

27 35. Examples of the offensive, insulting, unwelcome, mean, perverted, crude,  
28 lascivious and harassing statements made by Cross-Defendant SHERYL LOWE beginning in or

1 about June 2005 and continuing through February 2008, which created an offensive and hostile  
2 workplace environment include, but were not limited to:

- 3 a. walking around naked completely exposing herself;
- 4 b. making numerous sexually vulgar comments about male genitalia;
- 5 c. would talk about her sex life with cross-defendant Rob Lowe; and,
- 6 d. made a statement to Cross-Complainant Gibson that she would never have a  
7 boyfriend because only married men would want to fuck her.

8 36. The above-described unwanted, unwelcomed, and uninvited sex-based harassment  
9 created an intimidating, oppressive, hostile, abusive, and offensive work environment which  
10 interfered with GIBSON'S emotional well being and her ability to perform her work.

11 37. GIBSON was subjected to extreme, severe, and pervasive sex-based harassment  
12 as described above because her sex is female.

13 38. The conduct of Cross-Defendants as alleged in this Complaint, constitutes an  
14 unlawful employment practice in violation of Government Code §12940, subdivisions (a) and (j).

15 39. As a direct and proximate result of the harassment by Cross-Defendants, GIBSON  
16 has suffered and continues to suffer physical injury and illness and extreme and severe mental  
17 anguish and emotional distress. GIBSON is thereby entitled to general and compensatory damages  
18 in an amount in excess of \$50,000.00, to be proven at the time of trial.

19 40. GIBSON is informed and believes and based thereon alleges that the outrageous  
20 conduct of Cross-Defendants as described herein was done with fraud, oppression, and malice and  
21 with a conscious disregard for her rights to be free from sex-based harassment and with the intent,  
22 design, and purpose of injuring her. Cross-Defendants, authorized, condoned, and/or ratified the  
23 unlawful conduct by failing to take immediate and appropriate corrective action. By reason  
24 thereof, GIBSON is entitled to punitive or exemplary damages from Cross-Defendants in an  
25 amount appropriate to punish and make an example of Cross-Defendants.

26 41. As a further, direct and proximate result of Defendants' violation of California  
27 Government Code § 12900, et. seq., as heretofore described, Plaintiff has been compelled to retain  
28 the services of counsel in an effort to enforce the terms and conditions of her employment

1 relationship with Defendants, and has thereby incurred, and will continue to incur, legal fees and  
2 costs, the full nature and extent of which are presently unknown to her. Plaintiff will therefore  
3 seek leave of Court to amend this Complaint in that regard when the same shall be fully and finally  
4 ascertained. Plaintiff requests that attorneys fees be awarded pursuant to California Government  
5 Code § 12965.

6 **FOURTH CAUSE OF ACTION**

7 **(Retaliation Against All Cross-Defendants and ROES 1-25, inclusive)**

8 42. GIBSON repeats and realleges the allegations contained in paragraphs 1 through  
9 41 and incorporates the same by reference as though fully set forth herein.

10 43. This cause of action is brought under the FEHA, Government Code §12940,  
11 subdivision (f), which prohibits retaliation against a person because that person has engaged in  
12 activity protected by the FEHA and the corresponding regulations of the California Fair  
13 Employment and Housing Commission.

14 44. Despite GIBSON'S complaints to Cross-Defendant Rob Lowe as alleged above, the  
15 sexual harassment did not cease.

16 45. Gibson resigned her employment on or about February 24, 2008. On or about  
17 March 26, 2008, GIBSON, through a previous attorney advised Cross-Defendants of her legal  
18 claims of sexual harassment. Said activity is protected under the Fair Employment and Housing  
19 Act.

20 46. Thereafter, Cross-Defendants' counsel interviewed Gibson regarding her  
21 allegations. On April 7, 2008, Cross-Defendants filed a preemptive lawsuit against Gibson.

22 47. The conduct of Cross-Defendants as alleged in this Cross-Complaint, constitutes an  
23 unlawful employment practice under Government Code §12940, subdivision (f).

24 48. As a direct and proximate result of the discriminatory conduct of Cross-Defendants  
25 as alleged herein, GIBSON has suffered and continues to suffer substantial losses in earnings and  
26 job benefits, and has suffered extreme and severe mental anguish and emotional distress of the  
27 sort naturally associated with employment discrimination based on retaliation. GIBSON is thereby  
28 entitled to special, general, and compensatory damages in an amount in excess of \$50,000.00, to

1 be proven at the time of trial.

2 49. The outrageous conduct of Cross-Defendants as described herein, was willful and  
3 done with fraud, oppression, and malice and with a conscious disregard for GIBSON's right to be  
4 free from retaliation and with the intent, design, and purpose of injuring her. Cross-Defendants  
5 authorized, condoned, and ratified the unlawful conduct by failing to take immediate and  
6 appropriate corrective action. By reason thereof, GIBSON is entitled to punitive and exemplary  
7 damages from Cross-Defendants in an amount appropriate to punish and make an example of  
8 Defendants.

9 50. As a further, direct and proximate result of Defendants' violation of California  
10 Government Code § 12900, et. seq., as heretofore described, Plaintiff has been compelled to retain  
11 the services of counsel in an effort to enforce the terms and conditions of her employment  
12 relationship with Defendants, and has thereby incurred, and will continue to incur, legal fees and  
13 costs, the full nature and extent of which are presently unknown to her. Plaintiff will therefore seek  
14 leave of Court to amend this Complaint in that regard when the same shall be fully and finally  
15 ascertained. Plaintiff requests that attorneys fees be awarded pursuant to California Government  
16 Code § 12965.

17 **FIFTH CAUSE OF ACTION**

18 **(Unpaid Off-The-Clock Work Against All Cross-Defendants and ROES 1-25, inclusive)**

19 51. Cross-Complainant repeats and realleges the allegations contained in paragraphs 1  
20 through 50 and incorporates the same by reference as though fully set forth herein.

21 52. Wage Order 15 requires employers to pay non-exempt employees for all hours  
22 worked. The Wage Order defines "hours worked" as "the time during which an employee is  
23 subject to the control of an employer, and includes all the time the employee is suffered or  
24 permitted to work, whether or not required to do so."

25 53. During the course of Cross-Complainant's employment with Cross-Defendants,  
26 Cross-Complainant was required by Cross-Defendants to regularly work between forty and up to  
27 sixty hours (especially when traveling) per week and between nine and fourteen hours per day.

28 54. Cross-Defendants have therefore failed to compensate Cross-Complainant for all

1 hours worked. As a result of Cross-Defendants' conduct in requiring Cross-Complainant to work  
2 off the clock, cross-complainant has sustained and will sustain damages in the amount of her  
3 regular \$18.00 hour wage for all hours worked that were not paid by Cross-Defendants.

4 55. Although on or about April 7, 2008, Cross-Defendants tendered a check to Gibson  
5 purportedly for owed wages and overtime, it was only paid after a demand for payment was made  
6 by Gibson's attorney. Furthermore, no accounting was provided by Cross-Defendants.

7 **SIXTH CAUSE OF ACTION**

8 **(Unpaid Overtime Wages Against All Cross-Defendants and ROES 1-25, inclusive)**

9 56. Cross-Complainant repeats and realleges the allegations contained in paragraphs 1  
10 through 13 and 51-55 and incorporates the same by reference as though fully set forth herein.

11 57. This action is brought under Labor Code §1194, which provides that any  
12 employee receiving less than the legal overtime compensation applicable to the employee is  
13 entitled to recover in a civil action the unpaid balance of the full amount of this overtime  
14 compensation, including interest thereon, reasonable attorney's fees, and costs of suit. This action  
15 is also brought under Labor Code §515 and Section 3(A) of Wage Order 12, which requires  
16 employers to pay employees one-and-one-half (1-1/2) times their regular hour rate for all those  
17 hours worked in excess of forty (40) hours in one work week and/or in excess of eight (8) in one  
18 work day, and two (2) times the regular rate of pay for hours worked in excess of twelve (12)  
19 hours per day, unless such employees are exempt from the requirements of Wage Order 12.

20 58. During the course of Cross-Complainant's employment with Cross-Defendants,  
21 Cross-Complainant regularly worked between 40 and 60 hours (especially when traveling) per  
22 week and regularly worked between 9 and 14 hours per day.

23 59. During the course of Cross-Complainant's employment with Cross-Defendants,  
24 in addition to and separate from Cross-Defendants' failure to compensate Cross-Complainant her  
25 straight time hourly wage for those hours worked as alleged in the Third Cause of Action, above,  
26 Cross-Defendants also failed to compensate at an overtime rate for hours worked in excess of 8  
27 hours per day and/or 40 per week as required under the aforementioned labor regulations.

28 60. As a result of Cross-Defendants' conduct in requiring Cross-Complainant to work

1 in excess of 8 hours per work day without paying 1-1/2 or double times their regular hour rate,  
2 Cross-Complainant has sustained and will sustain damages in the amount of 1-1/2 or double time  
3 her regular hourly rate for all overtime hours worked together with interest thereon and attorneys'  
4 fees and costs of suit.

5 **SEVENTH CAUSE OF ACTION**

6 **(Unpaid Meal Periods Against All Cross-Defendants and ROES 1-25, inclusive)**

7 61. Cross-Complainant repeats and realleges the allegations contained in paragraphs 1  
8 through 13, and 51-55 and incorporates the same by reference as though fully set forth herein.

9 62. This action is brought under Labor Code §§226.7, subd. (a) and 512 and Section  
10 11(A) of Wage Order 15, which provides that employers must provide employees who work  
11 more than six (6) hours per day with a thirty (30) minute meal period wherein the employee is  
12 relieved of all duties. This action is further brought by Cross-Complainant under Labor Code  
13 §226.7, subd. (b) and Section 11(B) of Wage Order 15, which provides that if an employer fails to  
14 provide an employee with a thirty (30) minute meal period, the employer shall pay the employee  
15 one hour of pay for each work day that a thirty (30) minute meal period was missed.

16 63. Cross-Complainant was not regularly provided with thirty (30) minute meal periods  
17 during her employment with Cross-Defendants.

18 64. As a direct and proximate result of Cross-Defendants' conduct as alleged above,  
19 Cross-Complainant has sustained damages in the amount of one hour of wages for each day she  
20 missed her thirty (30) minute meal periods.

21 **EIGHTH CAUSE OF ACTION**

22 **(Unpaid Rest Periods Against All Cross-Defendants and ROES 1-25, inclusive)**

23 65. Cross-Complainant repeats and realleges the allegations contained in paragraphs 1  
24 through 13, and 51-55 and incorporates the same by reference as though fully set forth herein.

25 66. This action is brought under Labor Code §226.7, subd. (a) and Section 12(A) of  
26 Wage Order 15, which provides that employers shall authorize and permit employees to take a  
27 rest period of ten (10) minutes for each four (4) hours, or major fraction thereof, worked. This  
28 action is further brought under Labor Code §226.7, subd. (b) and Section 12(B) of Wage Order

1 15, which provides that if an employer fails to provide an employee with a rest period, the  
2 employer shall pay the employee one hour of pay for each work day that a rest period was  
3 missed.

4 67. Cross-Complainant was not provided rest periods during her employment with  
5 Cross-Defendants.

6 68. As a direct and proximate result of Cross-Defendants' conduct as alleged above,  
7 Cross-Complainant has sustained damages in the amount of one hour of wages for each day she  
8 missed her rest periods.

9 **NINTH CAUSE OF ACTION**

10 **(Violation of Labor Code §226 Against All Cross-Defendants and ROES 1-25, inclusive)**

11 69. Cross-Complainant repeats and realleges the allegations contained in paragraphs 1  
12 through 13, and 51-55 and incorporates the same by reference as though fully set forth herein.

13 70. This action is brought under Labor Code §226, which sets reporting  
14 requirements for employers when paying wages, including, "Every employer shall, semimonthly  
15 or at the time of each payment of wages, furnish each of his or her employees ... an itemized  
16 statement in writing showing (1) gross wages earned, (2) total hours worked by the employee,  
17 except for any employee whose compensation is solely based on a salary and who is exempt from  
18 payment of overtime under subdivision (a) of Section 515 or any applicable order of the Industrial  
19 Welfare Commission,... (8) the name and address of the legal entity that is the employer, and (9)  
20 all applicable hourly rates in effect during the pay period and the corresponding number of hours  
21 worked at each hourly rate by the employee." Subdivision (e) provides, "An employee suffering  
22 injury as a result of a knowing and intentional failure by an employer to comply with subdivision  
23 (a) is entitled to recover the greater of all actual damages or fifty dollars (\$50) for the initial pay  
24 period in which a violation occurs and one hundred dollars (\$100) per employee for each violation  
25 in a subsequent pay period, not exceeding an aggregate penalty of four thousand dollars (\$4,000),  
26 and is entitled to an award of costs and reasonable attorney's fees." Subdivision (g) provides, "An  
27 employee may also bring an action for injunctive relief to ensure compliance with this section, and  
28 is entitled to an award of costs and reasonable attorney's fees."



1 d. Cross-Defendants did not provide or pay for benefits to Cross-Complainant that  
2 other of Cross-Defendants' employees received.

3 76. As a direct and proximate result of the aforementioned violations of California  
4 law committed by Cross-Defendants, Cross-Complainant has suffered, and continues to suffer,  
5 substantial losses related to the loss of the employer's share of payroll taxes, the use and enjoyment  
6 of such employee benefits, and expenses and attorneys' fees in seeking to compel Cross-  
7 Defendants to fully perform their obligation under state law.

8 77. Cross-Defendants' failure to classify Cross-Complainant as an employee, in  
9 violation of California law, was knowing and intentional. Cross-Defendants have refused to  
10 classify Cross-Complainant as an employee for false and fraudulent reasons. The decision to  
11 misclassify Cross-Complainant as an "independent contractor" was made, maintained, and  
12 enforced by Cross-Defendants, and was done willfully, maliciously, oppressively, and  
13 fraudulently, with the wrongful and deliberate intention of injuring Cross-Complainant, and with a  
14 conscious disregard for the rights of Cross-Complainant under California laws, all of which has  
15 deprived Cross-Complainant of her property and legal rights. Therefore, in addition to all  
16 other types of relief requested herein, Cross-Complainant is entitled to recover punitive and  
17 exemplary damages in amounts according to proof at time of trial.

18 **ELEVENTH CAUSE OF ACTION**

19 **(Violation of Labor Code §203 Against All Cross-Defendants and ROES 1-25, inclusive)**

20 78. Cross-Complainant repeats and reallages the allegations contained in paragraphs 1  
21 through 13 and 51-64 and incorporates the same by reference as though fully set forth herein.

22 79. This action is brought under Labor Code §203, which, at all times relevant herein,  
23 provided that if an employer willfully fails to pay any wages of an employee who is discharged or  
24 quits, the wages of such employee shall continue as from the due date thereof at the same rate  
25 until paid or until an action therefor is commenced, for not more than 30 days.

26 80. More than thirty days have past since Cross-Complainant was discharged or quit  
27 her employment with Cross-Defendants.

28 81. As a result of Cross-Defendants' willful conduct in not paying straight-time and

1 overtime wages Cross-Complainant for all hours worked, Cross-Complainant is entitled to thirty  
2 days wages as penalty wages under Labor Code §203.

3 **TWELFTH CAUSE OF ACTION**

4 **(Conversion Against All Cross-Defendants and ROES 1-25, inclusive))**

5 82. Cross-Complainant repeats and realleges the allegations contained in paragraphs 1  
6 through 13 and 51-77 and incorporates the same by reference as though fully set forth herein.

7 83. Cross-Defendants wrongfully withheld from Cross-Complainant, and failed to pay  
8 to her wages and other compensation which was due to her as straight time hourly wages, overtime  
9 wages, and premiums for missed meal and rest breaks.

10 84. At all relevant times herein, Cross-Defendants had and continued to have a legal  
11 obligation imposed by statute to pay Cross-Complainant all straight time hourly wages, overtime  
12 wages, and premiums for missed meal and rest breaks due. These wages and compensation  
13 belonged to Cross-Complainant at the time the labor and services were provided to Cross-  
14 Defendants, and accordingly such wages and compensation are the property of Cross-Complainant.

15 85. Cross-Defendants knowingly and intentionally failed to pay to Cross-Complainant  
16 straight time hourly wages, overtime wages, and premiums for missed meal and rest breaks. Cross-  
17 Defendants intentionally converted the wages and compensation due to Cross-Complainant by (1)  
18 withholding earned straight time hourly wages, overtime wages, and premiums for missed meal  
19 and rest breaks due to Cross-Complainant, and then (2) taking the earned straight time hourly  
20 wages, overtime wages, and premiums for missed meal and rest breaks due to Cross-Complainant,  
21 and using the same for Cross-Defendants' own use and benefit.

22 86. Cross-Defendants converted such earned straight time hourly wages, overtime  
23 wages, and premiums for missed meal and rest breaks due to Cross-Complainant as part of an  
24 intentional and deliberate scheme to maximize profits at the expense of Cross-Complainant.

25 87. Cross-Complainant has been injured by Cross-Defendants' intentional conversion  
26 of such wages and compensation. Cross-Complainant is entitled to all monies converted by Cross-  
27 Defendants, with interest thereon as well as any and all profits, whether direct or indirect, which  
28 Cross-Defendants acquired by their unlawful conversion.

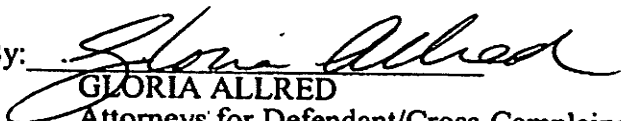
1           88. In committing the foregoing acts, Cross-Defendants were guilty of oppression, fraud  
2 or malice, and therefore, in addition to the actual damages caused thereby, Cross-Complainant is  
3 entitled to recover damages for the sake of example and by way of punishing Cross-Defendants.

4           **WHEREFORE**, Cross-Complainant prays judgment be entered in her favor against Cross-  
5 Defendants, and each of them, as follows:

- 6           1. For special, general, and compensatory damages, including lost wages and  
7 benefits, and emotional distress damages, in excess of \$50,000.00, according to proof;
- 8           2. For attorneys fees and costs pursuant to California Gov't Code §12965.
- 9           3. For unpaid straight time wages, according to proof, together with interest thereon;
- 10          4. For 30-day penalties under Labor Code §203, according to proof;
- 11          5. For one hour of pay for each workday that a meal period was missed, according to  
12 proof;
- 13          6. For one hour of pay for each workday that a rest period was missed, according to  
14 proof;
- 15          7. For a wage premium of fifty dollars (\$50) for the first period for which  
16 Cross-Defendants failed to supply Cross-Complainant with paycheck deduction statements in  
17 violation of Labor Code §226 and one hundred dollars (\$100) for each subsequent pay period for  
18 which Cross-Defendants failed to supply Cross-Complainant with paycheck deduction statements  
19 in violation of Labor Code §226;
- 20          8. For punitive or exemplary damages;
- 21          9. For attorneys' fees, expenses and costs under Labor Code §§226 and 1194;
- 22          10. For interest under Labor Code §§218.6, 226, and 1194; and,
- 23          11. For such other and further relief as the Court deems just and proper.

24  
25 DATED: April 14, 2007

ALLRED, MAROKO & GOLDBERG

26  
27 By:   
28           GLORIA ALLRED  
            Attorneys for Defendant/Cross-Complainant  
            JESSICA GIBSON

1 **PROOF OF SERVICE**

2  
3 STATE OF CALIFORNIA, COUNTY OF LOS ANGELES

4 I am employed in the County of Los Angeles, State of California. I am over the age of  
5 18 and not a party to the within action; my business address is: 6300 Wilshire Boulevard,  
Suite 1500, Los Angeles, California 90048.

6 On April 14, 2008, I served the foregoing document described as **CROSS**  
7 **COMPLAINT OF JESSICA GIBSON AGAINST ROB LOWE AND SHERYL LOWE**  
on interested parties in this action

8  by placing true copies thereof enclosed in sealed envelopes addressed as stated on the  
9 attached mailing list:

10  by placing  the original  a true copy thereof enclosed in sealed envelopes at Los  
11 Angeles, California addressed as follows:

12 Stanton L. Stein, Esq.  
13 **DREIER, STEIN, KAHAN, BROWNE, WOODS, GEORGE LLP**  
The Water Garden  
14 1620 26<sup>th</sup> Street, 6<sup>th</sup> Floor, North Tower  
Santa Monica, CA 90404  
15 Phone: [REDACTED]  
16 Fax: [REDACTED]

17  **BY MAIL:** I caused such envelope with postage thereon fully prepaid to be placed in  
18 the United States mail at Los Angeles, California.

19  **BY FAX:** by transmitting a true copy via facsimile transmission from telecopier  
20 number [REDACTED] located at 6300 Wilshire Blvd., Ste. 1500, Los Angeles,  
California 90048, to the following:

21  **BY PERSONAL SERVICE:** I caused such envelope to be personally served on the  
22 Addressee(s) to the offices of the addressee(s).

23 Executed on April 14, 2008 at Los Angeles, California.

24  **State** I declare under penalty of perjury under the laws of the State of California that  
25 the above is true and correct.

26  **Federal** I declare that I am employed in the office of a member of the bar of this  
27 Court at whose direction the service was made.

28 Angie O. Paz  
PRINT NAME

  
SIGNATURE