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Superior Court Of California
County Of Los Angeles

OCT 14 2014

Sherril R. Carter, Executive Officer/Clerk
By: Judi Lara, Deputy

MARK J. GERAGOS **SBN 108325**
Attorneys for Plaintiff **KESHA ROSE SEBERT**

**SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF LOS ANGELES – CENTRAL DISTRICT**

KESHA ROSE SEBERT, an individual,

Plaintiff,

v.

LUKASZ SEBASTIAN GOTTWALD, a/k/a
DR. LUKE, an individual; KASZ MONEY,
INC., a New York corporation;
PRESCRIPTION SONGS, LLC, d/b/a
WHERE DA KASZ AT?, a California limited
liability company; KEMOSABE
ENTERTAINMENT, LLC, a California
limited liability company; KEMOSABE
RECORDS, LLC, a Delaware limited liability
company; and DOES 1-25, inclusive,

Defendants.

CASE NO. **BC 560466**

COMPLAINT FOR DAMAGES

1. SEXUAL ASSAULT AND BATTERY;
2. SEXUAL HARASSMENT (Cal. Civ. Code § 51.9);
3. GENDER VIOLENCE (Cal. Civ. Code § 52.4);
4. CIVIL HARASSMENT (Cal. Code Civ. Proc. § 527.6);
5. VIOLATION OF CALIFORNIA'S UNFAIR BUSINESS LAWS (Cal. Bus. & Prof. Code §§ 17200 *et seq.*);
6. INTENTIONAL INFLICTION OF EMOTIONAL DISTRESS;
7. NEGLIGENT INFLICTION OF EMOTIONAL DISTRESS; and
8. NEGLIGENT RETENTION AND SUPERVISION

Unlimited Civil Case

DEMAND FOR JURY TRIAL

GERAGOS & GERAGOS, APC
644 South Figueroa Street
Los Angeles, California 90017-3411

1 Plaintiff KESHA ROSE SEBERT alleges as follows:

2 **INTRODUCTION**

3 1. Plaintiff Kesha Rose Sebert is a recording artist known by the stage name
4 “Ke\$ha.”

5 2. At eighteen years old, Ms. Sebert was induced by Defendant Lukasz Sebastian
6 Gottwald (a.k.a. “Dr. Luke”), a successful music producer, to drop out of high school, leave
7 behind her family, home, and life in Nashville, Tennessee, and come to Los Angeles to
8 pursue a glamorous career in the music industry.

9 3. For the past ten years, Dr. Luke has sexually, physically, verbally, and
10 emotionally abused Ms. Sebert to the point where Ms. Sebert nearly lost her life. Dr. Luke
11 abused Ms. Sebert in order to destroy her self-confidence, self-image, and self-worth so that
12 he could maintain complete control over her life and career.

13 4. Dr. Luke’s corporate business entities, Kasz Money, Inc., Prescription Songs,
14 LLC, Kemosabe Entertainment, LLC, and Kemosabe Records, LLC, have taken no action
15 against him, have engaged in efforts to cover up his conduct, and have continued their
16 business relationships with him despite knowledge of his despicable conduct. Defendants
17 Kasz Money, Inc., Prescription Songs, LLC, Kemosabe Entertainment, LLC, and Kemosabe
18 Records, LLC have ratified Dr. Luke’s unlawful conduct.

19 5. Defendants’ conduct has and continues to put Ms. Sebert’s life at risk.

20 **THE PARTIES**

21 6. Plaintiff Kesha Rose Sebert is an individual and resident of the County of Los
22 Angeles, State of California.

23 7. Plaintiff is informed and believes, and based thereon alleges, that Defendant
24 Lukasz Sebastian Gottwald (a.k.a “Dr. Luke”), is, and was at all relevant times, an individual
25 and resident of the County of Los Angeles, State of California. Dr. Luke is a successful
26 music producer, owner of the music production company, Kasz Money, Inc., owner of the
27 music publishing company, Prescription Songs, LLC, owner of the company Kemosabe
28 Entertainment, LLC, and the Chief Executive Officer (“CEO”) of the major music record

1 label, Kemosabe Records, LLC. Ms. Sebert is a recording artist under agreement with Kasz
2 Money, Inc. and signed to the record label Kemosabe Records, LLC. Ms. Sebert is also
3 under agreement as a songwriter with Prescription Songs, LLC.

4 8. Plaintiff is informed and believes, and based thereon alleges, that Defendant
5 Kasz Money, Inc. is a New York corporation with its principal place of business in the
6 County of Los Angeles, State of California. Kasz Money, Inc. is a music production
7 company, founded and wholly owned by Dr. Luke. The production company furnishes the
8 services of recording artists to major music record labels such as Kemosabe Records, LLC.
9 Ms. Sebert is under contract as a music recording artist with Kasz Money, Inc., which in turn
10 holds an agreement with Kemosabe Records, LLC to exclusively furnish music recording
11 services to Kemosabe Records, LLC, including the services of Ms. Sebert. Dr. Luke is the
12 primary individual responsible for the success and operation of Kasz Money, Inc. and his
13 actions were done with the assistance, approval, and ratification of the other defendants.

14 9. Plaintiff is informed and believes, and based thereon alleges, that Defendant
15 Prescription Songs, LLC, d/b/a Where Da Kasz At?, is a California limited liability company
16 with its principal place of business in the County of Los Angeles, State of California.
17 Prescription Songs, LLC is a music publishing company founded and wholly owned by Dr.
18 Luke. Ms. Sebert is under contract as a songwriter with Prescription Songs, LLC. Dr. Luke
19 is the primary individual responsible for the success and operation of Prescription Songs,
20 LLC and his actions were done with the assistance, approval, and ratification of the other
21 defendants.

22 10. Plaintiff is informed and believes, and based thereon alleges, that Defendant
23 Kemosabe Entertainment, LLC is a California limited liability company with its principal
24 place of business in the County of Los Angeles, State of California. Kemosabe
25 Entertainment, LLC is a company involved in the recorded music industry, founded and
26 wholly owned by Dr. Luke. Dr. Luke is the primary individual responsible for the success
27 and operation of Kemosabe Entertainment, LLC and his actions were done with the
28 assistance, approval, and ratification of the other defendants.

1 public at these clubs. Dr. Luke's conduct and statements about this conduct to Ms. Sebert
2 were designed to intimidate and torment the young Ms. Sebert and to desensitize her so that
3 Dr. Luke could eventually engage in the same type of despicable and prurient conduct with
4 Ms. Sebert.

5 21. Soon after moving to Los Angeles, Dr. Luke began to violently abuse the
6 young Ms. Sebert, who was now uprooted from her hometown, isolated from her family and
7 friends, and alone in Los Angeles. Dr. Luke continuously made sexual advances towards
8 Ms. Sebert. He forced Ms. Sebert to take drugs and alcohol in order to take advantage of her
9 sexually while she was intoxicated. Ms. Sebert later found out that the "Dr." in the
10 pseudonym "Dr. Luke" stemmed from Dr. Luke dealing drugs to entertainers during his ten-
11 year tenure as a guitarist in the Saturday Night Live band.

12 22. Dr. Luke sexually, physically, and verbally abused Ms. Sebert for a decade in
13 order to make her feel completely worthless and maintain complete control over her life. On
14 one occasion, Dr. Luke forced Ms. Sebert to snort an illicit drug before they were scheduled
15 to take a flight. Once on the plane, Dr. Luke continuously forced himself on Ms. Sebert
16 while she was intoxicated and drugged. Ms. Sebert was in such an intoxicated state on the
17 plane that she vomited on herself during the flight.

18 23. On another occasion, after forcing Ms. Sebert to drink with him, Dr. Luke
19 instructed Ms. Sebert to take what he described as "sober pills" in order for her to sober up.
20 Ms. Sebert took the pills and woke up the following afternoon, naked in Dr. Luke's bed, sore
21 and sick, with no memory of how she got there. Ms. Sebert immediately called her mother
22 and made a "fresh complaint," telling her that she was naked in Dr. Luke's hotel room, she
23 did not know where her clothes were, that Dr. Luke had raped her, and that she needed to go
24 to the emergency room. Ms. Sebert later learned that the "sober pills" Dr. Luke had given
25 her were actually a form of gamma-hydroxybutyrate (GHB), more commonly known as the
26 date rape drug, allowing him to bring Ms. Sebert back to his hotel room alone and rape her
27 while she was unconscious.

28 24. Dr. Luke repeatedly threatened that if she ever told anyone about these abusive

1 incidents, he would destroy both Ms. Sebert and her entire family. Specifically, after he
2 drugged and raped Ms. Sebert, Dr. Luke took her down to the beach alone to “have a talk”
3 with her. He threatened that if she ever mentioned the rape to anyone, he would shut her
4 career down, take away all her publishing and recording rights, and otherwise destroy not
5 only her life but her entire family’s lives as well. He also threatened her and her family's
6 physical safety. Ms. Sebert wholly believed that Dr. Luke had the power and money to carry
7 out his threats; she therefore never dared talk about, let alone report, what Dr. Luke had done
8 to her.

9 25. Ms. Sebert endured years of unrelenting abuse at the hands of Dr. Luke. After
10 a while, Dr. Luke made her feel that she deserved to be treated this way and it was her fault
11 for forcing him to behave like he did. The constant abuse became the norm in Ms. Sebert’s
12 life.

13 MS. SEBERT BEGINS HER RECORDING CAREER

14 26. In late 2008, Ms. Sebert believed that she was finally getting her big break.
15 Dr. Luke needed a female vocalist for the song “Right Round” which he was working on
16 with the recording artist Flo Rida. He enlisted Ms. Sebert for the female vocals and “Right
17 Round” became an international hit, as well as number one on the Billboards charts in the
18 United States in 2009. Despite Ms. Sebert’s contribution to the song, Dr. Luke left her un-
19 credited on the song. Ms. Sebert has never been compensated for her contribution to “Right
20 Round.”

21 27. In 2010, Ms. Sebert’s debut album, *Animal*, was released. The album was a
22 huge success, and in the same year, it was certified “platinum” for having sold over a million
23 copies within the United States. Her debut single, “Tik Tok,” received multi-platinum
24 certification in over a dozen countries. Having gained international recognition, Ms. Sebert,
25 or rather, Ke\$ha, soon became a household name.

26 DR. LUKE’S CONTINUED ABUSE AND CONTROL OVER MS. SEBERT

27 28. Despite Ms. Sebert’s hard work and success, Dr. Luke continued to drill into
28 her how worthless she was and how inferior she was compared to the other recording artists

1 he works with. He constantly insulted her songwriting, vocals, clothing, body, and
2 appearance, as being far below his standards, as well as "Hollywood standards."

3 29. Nevertheless, due to Ms. Sebert's growing success, Dr. Luke recognized that
4 he could continue to use her not only for his sexual interests but also for substantial financial
5 gain. He would tell Ms. Sebert that she was nothing but his pawn, and if she did not obey his
6 orders, that he would end her career.

7 30. Dr. Luke constantly made false promises to Ms. Sebert, such as promises to
8 renegotiate her contract after her first album was released. Dr. Luke was well-aware that it is
9 customary in the music industry to renegotiate the terms of a new artist agreement when that
10 artist becomes a success, especially when an artist gained the platinum level success that Ms.
11 Sebert had on her first album. Yet, despite promising to do so for over one and a half years,
12 Dr. Luke always refused to sign the renegotiated contract at the last minute, blaming it on
13 Ms. Sebert or her family's actions for his unwillingness to sign. Dr. Luke's failure to carry
14 out his promises to renegotiate and improve the terms of Ms. Sebert's contract is inconsistent
15 with the industry standard and was done merely to exert his control over Ms. Sebert,
16 manipulate her, and undermine her self-esteem. To date, Dr. Luke has not provided Ms.
17 Sebert the benefit of the improved terms he promised for her second album, *Warrior*, such as
18 increased artist advances and royalties customary for a platinum-selling artist.

19 31. Dr. Luke sought to shatter Ms. Sebert's self-confidence so that she would
20 remain under his control. Dr. Luke consistently bombarded Ms. Sebert with insults such as:

- 21 (a) "You are not that pretty, you are not that talented, you are just lucky to
22 have me."
23 (b) "I don't give a shit if you don't want to sing it, get in there and do it."
24 (c) "Did you go party last night because you sound like shit."
25 (d) "Go finish the song so I can buy a yacht."
26 (e) "There are a million other girls out there like you."
27 (f) "You are nothing without me."

28 32. Dr. Luke cruelly and incessantly criticized Ms. Sebert's weight, including

1 blatantly doing so in front of other people purely to humiliate Ms. Sebert. He repeatedly
2 instructed her to stop eating and lose weight. Dr. Luke would call Ms. Sebert a “fat fucking
3 refrigerator.”

4 33. Dr. Luke fully controlled the content of Ms. Sebert’s albums. Dr. Luke refused
5 to include any lyrics, songs, or content he disapproved of, irrespective of Ms. Sebert’s
6 feelings on the matter. In the same token, he forced Ms. Sebert to sing lyrics and songs that
7 she did not wish to include in her albums. He told her that regardless of what she did, he
8 would just edit the songs in a way that would make it appear as though Ms. Sebert had sung
9 the lyrics herself. He unilaterally released Ms. Sebert’s songs from her albums as singles on
10 the radio without her knowledge, consent, or input. In addition to holding exclusive control
11 of her music recording services, Dr. Luke also coerced Ms. Sebert into a one-sided contract
12 with his music publishing company, Prescription Songs, LLC, to exclusively control her
13 services as a songwriter. Dr. Luke would threaten Ms. Sebert that he would take away her
14 publishing rights to her own songs if she refused to follow his orders. Ms. Sebert had no say
15 and no control over any aspect of her life where Dr. Luke was involved.

16 34. Dr. Luke also constantly made threats regarding Ms. Sebert’s family in order to
17 torture her as part of his emotional abuse. He would force her to obey his orders, or else
18 threaten to take Ms. Sebert’s songwriting partner, her mother, off of Ms. Sebert’s songs and
19 albums. Dr. Luke also forced himself into an executive role on Ms. Sebert’s reality
20 television series, which was created by Ms. Sebert’s brother. Dr. Luke extorted money from
21 the show and from Ms. Sebert’s brother by threatening to block the rights to and/or to
22 remove the show from the air if he was not paid the amounts he desired. Dr. Luke even
23 threatened to put down Ms. Sebert’s dog if the dog came near him during a recording
24 session.

25 35. At one point, during a meeting at his Malibu house, Dr. Luke attacked Ms.
26 Sebert with these threats, screaming and violently thrashing his arms at her. He physically
27 backed Ms. Sebert into a corner, where she curled up into a ball, crying and fearing for her
28 life. In a frightened and frantic attempt to escape, Ms. Sebert fled Dr. Luke’s house barefoot,

1 ran down Pacific Coast Highway over rocks and broken glass on the ground, climbed up the
2 nearby mountains, and hid there so that Dr. Luke would not be able to find her.

3 36. Dr. Luke warned Ms. Sebert that “strike one” was when she hired a manger
4 other than the one he had picked out for her, and that “strike two” was when Ms. Sebert held
5 out from recoding her second album so that Dr. Luke would carry out his promise to sign the
6 renegotiated contract. Ms. Sebert was terrified that revealing the truth about Dr. Luke would
7 be her final strike.

8 37. Not only did Dr. Luke commit heinous acts against Ms. Sebert for a decade,
9 but Dr. Luke repeatedly threatened that if she ever told anyone about these incidents, he
10 would shut her career down, take away all her publishing and recording rights, and otherwise
11 destroy not only her life but her entire family’s lives as well. He threatened to harm Ms.
12 Sebert and her entire family’s careers as well as their physical safety. Ms. Sebert wholly
13 believed that Dr. Luke had the power and money to carry out his threats and she felt she was
14 unable to protect herself or her family. Broken, damaged, and traumatized by the constant
15 abuse and the threats of financial ruin and physical harm to her and family, Ms. Sebert never
16 dared talk about, let alone report, Dr. Luke's abusive and illegal acts.

17 38. As a result, Ms. Sebert lived in constant fear of Dr. Luke. She lived in a prison
18 of his abuse and was terrified of speaking, messaging, tweeting, or doing anything at all that
19 he might disapprove of in the event that he would later use it against her to torture her and
20 her family, as he had done so many times before. Dr. Luke used the suffocating control he
21 had over Ms. Sebert to trap her into long-term contracts which were one-sided, extortive, and
22 devastating to her health, sanity, and career.

23 **MS. SEBERT’S CURRENT LIFE-THREATENING STATE**

24 39. The continuous and ongoing years of sexual, physical, verbal, and emotional
25 abuse and harassment at the hands of Dr. Luke took their toll on Ms. Sebert, who was forced
26 to seek emergency medical help. In January 2014, Ms. Sebert entered a rehabilitation
27 treatment center in Illinois to save her life.

28 40. Beyond the physical and emotional wounds, Dr. Luke’s abuse had caused Ms.

1 Sebert to suffer from bulimia nervosa, an eating disorder which causes a person to binge eat
2 a large amount of food, only to later vomit the food or perform excessive exercise in an
3 attempt to avoid gaining weight. Doctors at the facility told Ms. Sebert and her family that
4 her blood pressure and sodium levels were similar to levels found in patients following a
5 heart attack or stroke. Doctors found that Ms. Sebert suffered from psychological effects
6 caused by Dr. Luke's abuse, including severe depression, post-traumatic stress, social
7 isolation, and panic attacks. The psychological effects of the repeated abuse suffered were
8 continuous and ongoing as Ms. Sebert was constantly reminded of the abuse by having to
9 continue to be around Dr. Luke and his unrelenting emotional and psychological abuse.

10 41. The doctors concluded that Dr. Luke had physically and psychologically
11 damaged Ms. Sebert to the point where continuing such contact would be "life threatening"
12 to Ms. Sebert. After spending over two months in the rehab center, Ms. Sebert was released
13 to her family in March 2014.

14 42. Ms. Sebert continues to be under Dr. Luke's physical and contractual control
15 and remains obligated to collaborate with him despite the present, and clinically diagnosed,
16 threat he poses to her life. Despite her recording success, she is unable to receive any
17 meaningful profit from her work due to Dr. Luke's exploitation of her over the last decade.
18 Ms. Sebert is terrified to even attempt to take control of her intellectual property and her
19 recording career, due to years of working under Dr. Luke's physical and psychological abuse
20 and threats. She is terrified that Dr. Luke will continue to exploit her physically and
21 professionally.

22 43. Dr. Luke used Kasz Money, Inc., Prescription Songs, LLC, Kemosabe
23 Entertainment, LLC, and Kemosabe Records, LLC ("Defendants") as vehicles for his
24 continued torture and abuse of his recording artists, including Ms. Sebert. Defendants
25 consciously took no action against Dr. Luke and instead, they acted to conceal Dr. Luke's
26 conduct from those at Kasz Money, Inc., Prescription Songs, LLC, Kemosabe Entertainment,
27 LLC, and Kemosabe Records, LLC, as well as the public. Defendants' failure to take action
28 against Dr. Luke has, and continues to, jeopardize Ms. Sebert's life.

1 knowledge of his unlawful conduct described herein; and (3) failing to report Dr. Luke's
2 unlawful conduct at any point to any authorities within or outside of Kasz Money, Inc.,
3 Prescription Songs, LLC, Kemosabe Entertainment, LLC, and Kemosabe Records, LLC.

4 49. Dr. Luke used Kasz Money, Inc., Prescription Songs, LLC, Kemosabe
5 Entertainment, LLC, and Kemosabe Records, LLC as vehicles for his continued torture and
6 abuse of his recording artists, including Ms. Sebert. Defendants consciously took no action
7 against Dr. Luke and instead, acted to conceal Dr. Luke's conduct from those at Kasz
8 Money, Inc., Prescription Songs, LLC, Kemosabe Entertainment, LLC, and Kemosabe
9 Records, LLC, as well as the public.

10 50. As a direct and proximate result of the tortious, unlawful, and wrongful acts
11 and conduct of the Defendants, and each of them, and of their respective agents, servants,
12 employees and authorized representatives as aforesaid, Plaintiff has suffered past and future
13 special damages and past and future general damages in an amount according to proof at
14 trial. Plaintiff has been damaged physically, emotionally, and financially, including but not
15 limited to suffering from pain, anxiety, depression, emotional distress, and ridicule, as well
16 as loss of health, income, employment, and career benefits.

17 51. The unlawful acts and practices of Defendants were reckless and willful and
18 caused great harm to Plaintiff. Given such intentional, vexatious, fraudulent, oppressive,
19 despicable, and malicious conduct, and the conscious disregard of Plaintiff's health, rights,
20 and well-being, Plaintiff is entitled to recover exemplary damages sufficient to punish
21 Defendants and to serve as an example to deter Defendants from similar conduct in the
22 future.

23 **SECOND CAUSE OF ACTION**

24 **SEXUAL HARASSMENT**

25 **California Civil Code § 51.9**

26 **(Plaintiff against all Defendants)**

27 52. Plaintiff incorporates all preceding paragraphs herein by reference.

28 53. California Civil Code section 51.9 states:

1 (a) A person is liable in a cause of action for sexual harassment under this
2 section when the plaintiff proves all of the following elements:

3 (1) There is a business, service, or professional relationship between the
4 plaintiff and defendant. Such a relationship may exist between a plaintiff and a
5 person . . .

6 (2) The defendant has made sexual advances, solicitations, sexual requests,
7 demands for sexual compliance by the plaintiff, or engaged in other verbal,
8 visual, or physical conduct of a sexual nature or of a hostile nature based on
9 gender, that were unwelcome and pervasive or severe.

10 (3) There is an inability by the plaintiff to easily terminate the relationship.

11 (4) The plaintiff has suffered or will suffer economic loss or disadvantage or
12 personal injury, including, but not limited to, emotional distress or the violation
13 of a statutory or constitutional right, as a result of the conduct described in
14 paragraph (2).

15 54. Dr. Luke was in a business, service, or professional relationship with Ms.
16 Sebert where there was an inability by Ms. Sebert to easily terminate the relationship due to
17 her contractual obligations to Dr. Luke and his years of abuse and control over her.

18 55. As described above, Dr. Luke made sexual advances, solicitations, sexual
19 requests, and demands for sexual compliance by Ms. Sebert, and engaged in other verbal,
20 visual, and physical conduct of a sexual and hostile nature based on gender that were
21 unwelcome by Ms. Sebert and pervasive and severe.

22 56. Defendants Kasz Money, Inc., Prescription Songs, LLC, Kemosabe
23 Entertainment, LLC, and Kemosabe Records, LLC ratified Dr. Luke's unlawful conduct as
24 described herein by: (1) allowing Dr. Luke to continue working at Kasz Money, Inc.,
25 Prescription Songs, LLC, Kemosabe Entertainment, LLC, and Kemosabe Records, LLC
26 alongside Ms. Sebert, despite being aware that Dr. Luke was abusing and exploiting Ms.
27 Sebert, that he had a history of substance abuse problems, that he had a history of abusing
28 and harassing women, and that he was verbally and emotionally abusive to the recording
artists he worked with, including Ms. Sebert; (2) continuing to pay Dr. Luke despite
knowledge of his unlawful conduct described herein; and (3) failing to report Dr. Luke's
unlawful conduct at any point to any authorities within or outside of Kasz Money, Inc.,
Prescription Songs, LLC, Kemosabe Entertainment, LLC, and Kemosabe Records, LLC.

1 57. Dr. Luke used Kasz Money, Inc., Prescription Songs, LLC, Kemosabe
2 Entertainment, LLC, and Kemosabe Records, LLC as vehicles for his continued torture and
3 abuse of his recording artists, including Ms. Sebert. Defendants consciously took no action
4 against Dr. Luke and instead, acted to conceal Dr. Luke's conduct from those at Kasz
5 Money, Inc., Prescription Songs, LLC, Kemosabe Entertainment, LLC, and Kemosabe
6 Records, LLC, as well as the public.

7 58. As a direct and proximate result of the tortious, unlawful and wrongful acts and
8 conduct of the Defendants, and each of them, and of their respective agents, servants,
9 employees, and authorized representatives as aforesaid, Plaintiff has suffered past and future
10 special damages and past and future general damages in an amount according to proof at
11 trial. Plaintiff has been damaged physically, emotionally, and financially, including but not
12 limited to suffering from pain, anxiety, depression, emotional distress, and ridicule, as well
13 as loss of health, income, employment, and career benefits.

14 59. In engaging in the conduct as hereinabove alleged, Defendants acted with
15 malice, fraud, and oppression and/or in conscious disregard of Plaintiff's health, rights, and
16 well-being, and intended to subject Plaintiff to unjust hardship, thereby warranting an
17 assessment of punitive damages in an amount sufficient to punish Defendants and deter
18 others from engaging in similar conduct.

19 60. Defendants' conduct will continue to cause great and irreparable injury to
20 Plaintiff, who has no adequate remedy at law for the injuries that she is currently suffering
21 and will suffer from Defendants' continued sexual harassment. Injunctive relief is thus
22 necessary and proper.

23 61. Plaintiff is entitled to an award of attorneys' fees against Defendants pursuant
24 to California Civil Code section 52.

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1 THIRD CAUSE OF ACTION

2 **GENDER VIOLENCE**

3 **California Civil Code § 52.4**

4 **(Plaintiff against all Defendants)**

5 62. Plaintiff incorporates all preceding paragraphs herein by reference.

6 63. California Civil Code section 52.4 states that gender violence is “a form of sex
7 discrimination” and includes any of the following:

8 (1) One or more acts that would constitute a criminal offense under state law
9 that has as an element the use, attempted use, or threatened use of physical
10 force against the person or property of another, committed at least in part based
11 on the gender of the victim, whether or not those acts have resulted in criminal
12 complaints, charges, prosecution, or conviction. [or]

12 (2) A physical intrusion or physical invasion of a sexual nature under coercive
13 conditions, whether or not those acts have resulted in criminal complaints,
14 charges, prosecution, or conviction.

14 64. At all times herein mentioned, an employment, business, service and/or
15 professional relationship existed between Plaintiff and Defendants.

16 65. Defendants wrongfully deprived the Plaintiff of her right to be free from any
17 use of physical force, violence, or intimidation by threat of violence or use of physical force,
18 committed against her person because of her sex and/or gender in violation of California
19 Civil Code section 52.4. Plaintiff is informed and believes, and thereon alleges, that
20 Plaintiff's gender was a motivating factor in Defendants' unlawful treatment of her and that
21 Defendants' unlawful acts were committed at least in part based on Plaintiff's gender.

22 66. Defendants Kasz Money, Inc., Prescription Songs, LLC, Kemosabe
23 Entertainment, LLC, and Kemosabe Records, LLC ratified Dr. Luke's unlawful conduct as
24 described herein by: (1) allowing Dr. Luke to continue working at Kasz Money, Inc.,
25 Prescription Songs, LLC, Kemosabe Entertainment, LLC, and Kemosabe Records, LLC
26 alongside Ms. Sebert, despite being aware that Dr. Luke was abusing and exploiting Ms.
27 Sebert, that he had a history of substance abuse problems, that he had a history of abusing
28 and harassing women, and that he was verbally and emotionally abusive to the recording

1 artists he worked with, including Ms. Sebert; (2) continuing to pay Dr. Luke despite
2 knowledge of his unlawful conduct described herein; and (3) failing to report Dr. Luke's
3 unlawful conduct at any point to any authorities within or outside of Kasz Money, Inc.,
4 Prescription Songs, LLC, Kemosabe Entertainment, LLC, and Kemosabe Records, LLC.

5 67. Dr. Luke used Kasz Money, Inc., Prescription Songs, LLC, Kemosabe
6 Entertainment, LLC, and Kemosabe Records, LLC as vehicles for his continued torture and
7 abuse of his recording artists, including Ms. Sebert. Defendants consciously took no action
8 against Dr. Luke and instead, they acted to conceal Dr. Luke's conduct from those at Kasz
9 Money, Inc., Prescription Songs, LLC, Kemosabe Entertainment, LLC, and Kemosabe
10 Records, LLC, as well as the public.

11 68. As a direct and proximate result of the tortious, unlawful and wrongful acts and
12 conduct of the Defendants, and each of them, and of their respective agents, servants,
13 employees, and authorized representatives as aforesaid, Plaintiff has suffered past and future
14 special damages and past and future general damages in an amount according to proof at
15 trial. Plaintiff has been damaged physically, emotionally, and financially, including but not
16 limited to suffering from pain, anxiety, depression, emotional distress, and ridicule, as well
17 as loss of health, income, employment, and career benefits.

18 69. In engaging in the conduct as hereinabove alleged, Defendants acted with
19 malice, fraud, and oppression and/or in conscious disregard of Plaintiff's health, rights, and
20 well-being, and intended to subject Plaintiff to unjust hardship, thereby warranting an
21 assessment of punitive damages in an amount sufficient to punish Defendants and deter
22 others from engaging in similar conduct.

23 70. Defendants' conduct will continue to cause great and irreparable injury to
24 Plaintiff, who has no adequate remedy at law for the injuries that she is currently suffering
25 and will suffer from Defendants' continued sexual harassment. Injunctive relief is thus
26 necessary and proper.

27 71. Plaintiff is entitled to an award of statutory fees and attorneys' fees against
28 Defendants pursuant to California Civil Code section 52.4(a).

1 FOURTH CAUSE OF ACTION

2 CIVIL HARASSMENT

3 California Code of Civil Procedure § 527.6

4 (Plaintiff against all Defendants)

5 72. Plaintiff incorporates all preceding paragraphs herein by reference.

6 73. Defendants' conduct, as described above, was "a knowing and willful course
7 of conduct directed at a specific person that seriously alarms, annoys, or harasses the person,
8 and that serves no legitimate purpose," thus constituting civil harassment under California
9 Code of Civil Procedure section 527.6(b).

10 74. Defendants' "course of conduct [was] such as would cause a reasonable person
11 to suffer substantial emotional distress, and [did] actually cause substantial emotional
12 distress to the plaintiff," as required by California Code of Civil Procedure section 527.6(b).

13 75. Defendants Kasz Money, Inc., Prescription Songs, LLC, Kemosabe
14 Entertainment, LLC, and Kemosabe Records, LLC ratified Dr. Luke's unlawful conduct as
15 described herein by: (1) allowing Dr. Luke to continue working at Kasz Money, Inc.,
16 Prescription Songs, LLC, Kemosabe Entertainment, LLC, and Kemosabe Records, LLC,
17 alongside Ms. Sebert, despite being aware that Dr. Luke was abusing and exploiting Ms.
18 Sebert, that he had a history of substance abuse problems, that he had a history of abusing
19 and harassing women, and that he was verbally and emotionally abusive to the recording
20 artists he worked with, including Ms. Sebert; (2) continuing to pay Dr. Luke despite
21 knowledge of his unlawful conduct described herein; and (3) failing to report Dr. Luke's
22 unlawful conduct at any point to any authorities within or outside of Kasz Money, Inc.,
23 Prescription Songs, LLC, Kemosabe Entertainment, LLC, and Kemosabe Records, LLC.

24 76. Dr. Luke used Kasz Money, Inc., Prescription Songs, LLC, Kemosabe
25 Entertainment, LLC, and Kemosabe Records, LLC as vehicles for his continued torture and
26 abuse of his recording artists, including Ms. Sebert. Defendants consciously took no action
27 against Dr. Luke and instead, they acted to conceal Dr. Luke's conduct from those at Kasz
28 Money, Inc., Prescription Songs, LLC, Kemosabe Entertainment, LLC, and Kemosabe

1 Records, LLC, as well as the public.

2 77. Plaintiff suffered severe emotional distress.

3 78. Defendants were a substantial factor in causing Plaintiff's severe emotional
4 distress.

5 79. As a direct and proximate result of the tortious, unlawful, and wrongful acts
6 and conduct of the Defendants, and each of them, and of their respective agents, servants,
7 employees, and authorized representatives as aforesaid, Plaintiff has suffered past and future
8 special damages and past and future general damages in an amount according to proof at
9 trial. Plaintiff has been damaged physically, emotionally, and financially, including but not
10 limited to suffering from pain, anxiety, depression, emotional distress, and ridicule, as well
11 as loss of health, income, employment, and career benefits.

12 80. In engaging in the conduct as hereinabove alleged, Defendants acted with
13 malice, fraud, and oppression and/or in conscious disregard of Plaintiff's health, rights, and
14 well-being, and intended to subject Plaintiff to unjust hardship, thereby warranting an
15 assessment of punitive damages in an amount sufficient to punish Defendants and deter
16 others from engaging in similar conduct.

17 81. Defendants' conduct will continue to cause great and irreparable injury to
18 Plaintiff, who has no adequate remedy at law for the injuries that she is currently suffering
19 and will suffer from Defendants' continued sexual harassment. Injunctive relief is thus
20 necessary and proper.

21 82. Under California Code of Civil Procedure section 527.6(r), Plaintiff is entitled
22 to an award of the attorneys' fees she incurs to prosecute an action seeking an injunction
23 pursuant to section 527.6.

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FIFTH CAUSE OF ACTION
VIOLATION OF CALIFORNIA’S UNFAIR BUSINESS LAWS
California Business and Professions Code §§ 17200 *et seq.*
(Plaintiff against all Defendants)

83. Plaintiff incorporates all preceding paragraphs herein by reference.

84. California Business and Professions Code section 17200 provides that unfair competition shall mean and include “all unlawful, unfair or fraudulent business act or practices and unfair, deceptive, untrue or misleading advertising.”

85. Plaintiff is informed and believes and thereon alleges that Defendants have engaged in unfair competition in violation of California Business and Professions Code sections 17200 *et seq.* by maintaining a workplace rife with abuse, harassment, discrimination, violence, and retaliation on the basis of sex.

86. Defendants fall within the definition of “person” as set forth in California Business and Professions Code sections 17203 and 17506.

87. Defendants Kasz Money, Inc., Prescription Songs, LLC, Kemosabe Entertainment, LLC, and Kemosabe Records, LLC ratified Dr. Luke’s unlawful conduct as described herein by: (1) allowing Dr. Luke to continue working at Kasz Money, Inc., Prescription Songs, LLC, Kemosabe Entertainment, LLC, and Kemosabe Records, LLC alongside Ms. Sebert, despite being aware that Dr. Luke was abusing and exploiting Ms. Sebert, that he had a history of substance abuse problems, that he had a history of abusing and harassing women, and that he was verbally and emotionally abusive to the recording artists he worked with, including Ms. Sebert; (2) continuing to pay Dr. Luke despite knowledge of his unlawful conduct described herein; and (3) failing to report Dr. Luke’s unlawful conduct at any point to any authorities within or outside of Kasz Money, Inc., Prescription Songs, LLC, Kemosabe Entertainment, LLC, and Kemosabe Records, LLC.

88. Dr. Luke used Kasz Money, Inc., Prescription Songs, LLC, Kemosabe Entertainment, LLC, and Kemosabe Records, LLC as vehicles for his continued torture and abuse of his recording artists, including Ms. Sebert. Defendants consciously took no action

1 against Dr. Luke and instead, they acted to conceal Dr. Luke's conduct from those at Kasz
2 Money, Inc., Prescription Songs, LLC, Kemosabe Entertainment, LLC, and Kemosabe
3 Records, LLC, as well as the public.

4 89. Such business practices are also a violation of California public policy,
5 including but not limited to: California Constitution, article I, section 8, California wage and
6 hour laws, Government Code sections 12900 *et seq.*, and Civil Code sections 1770 *et seq.*
7 The maintenance of such unfair business practices allows Defendants to maintain an unfair
8 advantage over other companies which comply with California and federal law and the
9 public policy of the state of California.

10 90. The unlawful, unfair, and fraudulent business practices of Defendants
11 described above present a continuing threat to members of the public in that Defendants have
12 engaged and will continue to engage in the conduct described above, and members of the
13 public are likely to be deceived when they pursue or gain employment with Defendants.

14 91. As a direct and proximate result of the tortious, unlawful, and wrongful acts
15 and conduct of the Defendants, and each of them, and of their respective agents, servants,
16 employees, and authorized representatives as aforesaid, Plaintiff has suffered past and future
17 special damages and past and future general damages in an amount according to proof at
18 trial. Plaintiff has been damaged physically, emotionally, and financially, including but not
19 limited to suffering from pain, anxiety, depression, emotional distress, and ridicule, as well
20 as loss of health, income, employment, and career benefits.

21 92. Pursuant to California Business and Professions Code section 17203, Plaintiff
22 seeks injunctive and declaratory relief as follows:

23 (a) finding that Defendants have violated the provisions of California Business and
24 Professions Code sections 17200 *et seq.*;

25 (b) voiding Plaintiff's current recording agreements with Kasz Money, Inc. and
26 Kemosabe Record, LLC, and her publishing agreement with Prescription
27 Songs, LLC, in order to prevent Defendants from further engaging in abuse,
28 harassment, discrimination, violence, and retaliation as described herein; and

1 allowing Plaintiff to freely enter into contracts with other recording and
2 publishing companies without interference or harassment from Defendants.

- 3 (c) enjoining Defendants and their respective successors, agents, servants, officers,
4 directors, employees, and all other persons acting in concert with them, directly
5 or indirectly, from engaging in any unlawful practice, policy, usage, and/or
6 custom set forth hereinabove, which violates California Business and
7 Professions Code sections 17200 *et seq.*

8 **SIXTH CAUSE OF ACTION**

9 **INTENTIONAL INFLICTION OF EMOTIONAL DISTRESS**

10 **(Plaintiff against all Defendants)**

11 93. Plaintiff incorporates all preceding paragraphs herein by reference.

12 94. Defendants' conduct, as described above, was extreme and outrageous and
13 beyond the bounds of decency tolerated in a civilized society.

14 95. Defendants' conduct was intended to cause Plaintiff emotional distress, and
15 Defendants acted with a reckless disregard to the probability that Plaintiff would suffer
16 emotional distress.

17 96. Defendants Kasz Money, Inc., Prescription Songs, LLC, Kemosabe
18 Entertainment, LLC, and Kemosabe Records, LLC ratified Dr. Luke's unlawful conduct, as
19 described herein by: (1) allowing Dr. Luke to continue working at Kasz Money, Inc.,
20 Prescription Songs, LLC, Kemosabe Entertainment, LLC, and Kemosabe Records, LLC
21 alongside Ms. Sebert, despite being aware that Dr. Luke was abusing and exploiting Ms.
22 Sebert, that he had a history of substance abuse problems, that he had a history of abusing
23 and harassing women, and that he was verbally and emotionally abusive to the recording
24 artists he worked with, including Ms. Sebert; (2) continuing to pay Dr. Luke despite
25 knowledge of his unlawful conduct described herein; and (3) failing to report Dr. Luke's
26 unlawful conduct at any point to any authorities within or outside of Kasz Money, Inc.,
27 Prescription Songs, LLC, Kemosabe Entertainment, LLC, and Kemosabe Records, LLC.

28 97. Dr. Luke used Kasz Money, Inc., Prescription Songs, LLC, Kemosabe

1 Entertainment, LLC, and Kemosabe Records, LLC as vehicles for his continued torture and
2 abuse of his recording artists, including Ms. Sebert. Defendants consciously took no action
3 against Dr. Luke and instead, they acted to conceal Dr. Luke's conduct from those at Kasz
4 Money, Inc., Prescription Songs, LLC, Kemosabe Entertainment, LLC, and Kemosabe
5 Records, LLC, as well as the public.

6 98. Plaintiff suffered severe emotional distress including but not limited to the
7 development of a severe eating disorder that threatened her life.

8 99. Defendants were a substantial factor in causing Plaintiff's severe emotional
9 distress.

10 100. As a direct and proximate result of the tortious, unlawful, and wrongful acts
11 and conduct of the Defendants, and each of them, and of their respective agents, servants,
12 employees, and authorized representatives as aforesaid, Plaintiff has suffered past and future
13 special damages and past and future general damages in an amount according to proof at
14 trial. Plaintiff has been damaged physically, emotionally, and financially, including but not
15 limited to suffering from pain, anxiety, depression, emotional distress, and ridicule, as well
16 as loss of health, income, employment, and career benefits.

17 101. In engaging in the conduct as hereinabove alleged, Defendants acted with
18 malice, fraud, and oppression and/or in conscious disregard of Plaintiff's health, rights, and
19 well-being, and intended to subject Plaintiff to unjust hardship, thereby warranting an
20 assessment of punitive damages in an amount sufficient to punish Defendants and deter
21 others from engaging in similar conduct.

22 **SEVENTH CAUSE OF ACTION**

23 **NEGLIGENT INFLICTION OF EMOTIONAL DISTRESS**

24 **(Plaintiff against all Defendants)**

25 102. Plaintiff incorporates all preceding paragraphs herein by reference.

26 103. Defendants owed a duty to use reasonable care in their conduct with regard to
27 the health, safety, and rights of Plaintiff. It was foreseeable and probable that Plaintiff would
28 suffer severe emotional distress from Defendants' conduct.

1 104. Defendants were negligent by breaching the duty of care they owed to Plaintiff
2 when Dr. Luke repeatedly abused, harassed, insulted, and threatened Plaintiff, and
3 Defendants were aware of such conduct by Dr. Luke and allowed it to continue.

4 105. Defendants Kasz Money, Inc., Prescription Songs, LLC, Kemosabe
5 Entertainment, LLC, and Kemosabe Records, LLC ratified Dr. Luke's unlawful conduct as
6 described herein by: (1) allowing Dr. Luke to continue working at Kasz Money, Inc.,
7 Prescription Songs, LLC, Kemosabe Entertainment, LLC, and Kemosabe Records, LLC
8 alongside Ms. Sebert, despite being aware that Dr. Luke was abusing and exploiting Ms.
9 Sebert, that he had a history of substance abuse problems, that he had a history of abusing
10 and harassing women, and that he was verbally and emotionally abusive to the recording
11 artists he worked with, including Ms. Sebert; (2) continuing to pay Dr. Luke despite
12 knowledge of his unlawful conduct described herein; and (3) failing to report Dr. Luke's
13 unlawful conduct at any point to any authorities within or outside of Kasz Money, Inc.,
14 Prescription Songs, LLC, Kemosabe Entertainment, LLC, and Kemosabe Records, LLC.

15 106. Dr. Luke used Kasz Money, Inc., Prescription Songs, LLC, Kemosabe
16 Entertainment, LLC, and Kemosabe Records, LLC as vehicles for his continued torture and
17 abuse of his recording artists, including Ms. Sebert. Defendants consciously took no action
18 against Dr. Luke and instead, they acted to conceal Dr. Luke's conduct from those at Kasz
19 Money, Inc., Prescription Songs, LLC, Kemosabe Entertainment, LLC, and Kemosabe
20 Records, LLC, as well as the public.

21 107. Plaintiff suffered severe emotional distress.

22 108. Defendants were a substantial factor in causing Plaintiff's severe emotional
23 distress.

24 109. As a direct and proximate result of the tortious, unlawful, and wrongful acts
25 and conduct of the Defendants, and each of them, and of their respective agents, servants,
26 employees, and authorized representatives as aforesaid, Plaintiff has suffered past and future
27 special damages and past and future general damages in an amount according to proof at
28 trial. Plaintiff has been damaged physically, emotionally, and financially, including but not

1 limited to suffering from pain, anxiety, depression, emotional distress, and ridicule, as well
2 as loss of health, income, employment, and career benefits.

3 110. In engaging in the conduct as hereinabove alleged, Defendants acted with
4 malice, fraud, and oppression and/or in conscious disregard of Plaintiff's health, rights, and
5 well-being, and intended to subject Plaintiff to unjust hardship, thereby warranting an
6 assessment of punitive damages in an amount sufficient to punish Defendants and deter
7 others from engaging in similar conduct.

8 **EIGHTH CAUSE OF ACTION**

9 **NEGLIGENT RETENTION AND SUPERVISION**

10 **(Plaintiff against Defendants Kasz Money, Inc., Prescription Songs, LLC,**
11 **Kemosabe Entertainment, LLC, and Kemosabe Records, LLC)**

12 111. Plaintiff incorporates all preceding paragraphs herein by reference.

13 112. Defendants Kasz Money, Inc., Prescription Songs, LLC, Kemosabe
14 Entertainment, LLC, and Kemosabe Records, LLC have a duty to retain employees who are
15 fit and competent, to supervise their employees, and to implement measures to protect third
16 persons from the predictable and foreseeable risks posed by their employees.

17 113. Defendants knew, or in the exercise of reasonable diligence should have
18 known, that Dr. Luke was incompetent and unfit to perform the duties for which he was
19 employed, and that undue risks to persons such as Ms. Sebert would result by way of Dr.
20 Luke's abuse of the leadership privileges and authority he was granted. Dr. Luke's conduct
21 occurred in his capacity as head of Defendants Kasz Money, Inc., Prescription Songs, LLC,
22 Kemosabe Entertainment, LLC, and Kemosabe Records, LLC, and was done for the benefit
23 of these corporate defendants.

24 114. Defendants were negligent by breaching the duty of care by retaining and
25 failing to supervise Dr. Luke, who had known propensities for unlawful behavior including
26 illegal drug use, violence, abuse, harassment, and misconduct towards females and recording
27 artists that he worked with. Dr. Luke's conduct towards Plaintiff was foreseeable because
28 Defendants were aware of his past misconduct towards Plaintiff, females, and other

1 recording artists. Defendants breached their duty of care by failing to implement measures
2 to protect third persons from foreseeable risks, unreasonable risks of harm, and the
3 recurrence of employee behavior of which they had prior notice. Defendants failed to
4 terminate Dr. Luke or take any disciplinary action against him; instead, they retained him
5 and allowed him to continue victimizing Ms. Sebert.

6 115. Defendants' failure to train, supervise, and terminate Dr. Luke was the direct
7 and proximate cause of Plaintiff's injuries. Plaintiff has suffered past and future special
8 damages and past and future general damages in an amount according to proof at trial.
9 Plaintiff has been damaged physically, emotionally, and financially, including but not limited
10 to suffering from pain, anxiety, depression, emotional distress, and ridicule, as well as loss of
11 health, income, employment, and career benefits.

12
13 **PRAYER**

14 **WHEREFORE**, Plaintiff prays for judgment against Defendants as follows:

- 15 1. For general and special damages in an amount to be determined at trial;
16 2. For pre- and post-judgment interest according to proof;
17 3. For injunctive and declaratory relief as to all causes of actions, and
18 specifically:

19 (a) to void Plaintiff's current recording agreements with Kasz Money, Inc.
20 and Kemosabe Record, LLC, and her publishing agreement with
21 Prescription Songs, LLC, in order to prevent Defendants from further
22 engaging in abuse, violence, harassment, and exploitation.

23 (b) to allow Plaintiff to freely enter into contracts with other recording and
24 publishing companies without interference or harassment from
25 Defendants.

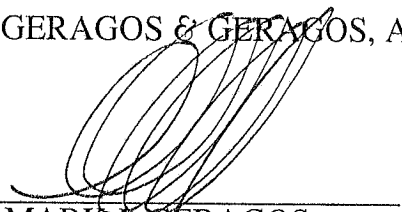
- 26 4. For punitive and exemplary damages;
27 5. For costs of suit including reasonable attorneys' fees and statutory fees, as
28 allowed by law; and

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6. For all other relief as this Court may deem just and proper.

DATED: October 13, 2014

GERAGOS & GERAGOS, APC

By: 
MARK J. GERAGOS
Attorneys for Plaintiff
KESHA ROSE SEBERT

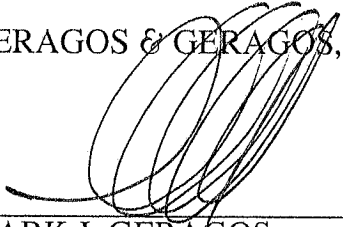
GERAGOS & GERAGOS, APC
644 South Figueroa Street
Los Angeles, California 90017-3411

DEMAND FOR JURY TRIAL

Plaintiff KESHA ROSE SEBERT hereby demands a jury trial.

DATED: October 13, 2014

GERAGOS & GERAGOS, APC

By: 
MARK J. GERAGOS
Attorneys for Plaintiff
KESHA ROSE SEBERT

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