SUM-100

# SUMMONS
## (CITACION JUDICIAL)

**NOTICE TO DEFENDANT:**
***(AVISO AL DEMANDADO):***

SEE ATTACHMENT A HERETO

**YOU ARE BEING SUED BY PLAINTIFF:**
***(LO ESTÁ DEMANDANDO EL DEMANDANTE):***

MINAKSHI JAFA-BODDEN

*FOR COURT USE ONLY*
*(SOLO PARA USO DE LA CORTE)*

CONFORMED COPY
ORIGINAL FILED
SUPERIOR COURT OF CALIFORNIA
COUNTY OF LOS ANGELES

JUN 13 2013

John A. Clarke, Executive Officer
BY _____ Deputy
Mary Flores

**NOTICE!** You have been sued. The court may decide against you without your being heard unless you respond within 30 days. Read the information below.

You have 30 CALENDAR DAYS after this summons and legal papers are served on you to file a written response at this court and have a copy served on the plaintiff. A letter or phone call will not protect you. Your written response must be in proper legal form if you want the court to hear your case. There may be a court form that you can use for your response. You can find these court forms and more information at the California Courts Online Self-Help Center (*www.courtinfo.ca.gov/selfhelp*), your county law library, or the courthouse nearest you. If you cannot pay the filing fee, ask the court clerk for a fee waiver form. If you do not file your response on time, you may lose the case by default, and your wages, money, and property may be taken without further warning from the court.

There are other legal requirements. You may want to call an attorney right away. If you do not know an attorney, you may want to call an attorney referral service. If you cannot afford an attorney, you may be eligible for free legal services from a nonprofit legal services program. You can locate these nonprofit groups at the California Legal Services Web site (*www.lawhelpcalifornia.org*), the California Courts Online Self-Help Center (*www.courtinfo.ca.gov/selfhelp*), or by contacting your local court or county bar association. **NOTE:** The court has a statutory lien for waived fees and costs on any settlement or arbitration award of $10,000 or more in a civil case. The court's lien must be paid before the court will dismiss the case.

*¡AVISO! Lo han demandado. Si no responde dentro de 30 días, la corte puede decidir en su contra sin escuchar su versión. Lea la información a continuación.*

*Tiene 30 DÍAS DE CALENDARIO después de que le entreguen esta citación y papeles legales para presentar una respuesta por escrito en esta corte y hacer que se entregue una copia al demandante. Una carta o una llamada telefónica no lo protegen. Su respuesta por escrito tiene que estar en formato legal correcto si desea que procesen su caso en la corte. Es posible que haya un formulario que usted pueda usar para su respuesta. Puede encontrar estos formularios de la corte y más información en el Centro de Ayuda de las Cortes de California (www.sucorte.ca.gov), en la biblioteca de leyes de su condado o en la corte que le quede más cerca. Si no puede pagar la cuota de presentación, pida al secretario de la corte que le dé un formulario de exención de pago de cuotas. Si no presenta su respuesta a tiempo, puede perder el caso por incumplimiento y la corte le podrá quitar su sueldo, dinero y bienes sin más advertencia.*

*Hay otros requisitos legales. Es recomendable que llame a un abogado inmediatamente. Si no conoce a un abogado, puede llamar a un servicio de remisión a abogados. Si no puede pagar a un abogado, es posible que cumpla con los requisitos para obtener servicios legales gratuitos de un programa de servicios legales sin fines de lucro. Puede encontrar estos grupos sin fines de lucro en el sitio web de California Legal Services, (www.lawhelpcalifornia.org), en el Centro de Ayuda de las Cortes de California, (www.sucorte.ca.gov) o poniéndose en contacto con la corte o el colegio de abogados locales. AVISO: Por ley, la corte tiene derecho a reclamar las cuotas y los costos exentos por imponer un gravamen sobre cualquier recuperación de $10,000 ó más de valor recibida mediante un acuerdo o una concesión de arbitraje en un caso de derecho civil. Tiene que pagar el gravamen de la corte antes de que la corte pueda desechar el caso.*

The name and address of the court is:
*(El nombre y dirección de la corte es):* LOS ANGELES SUP COURT
111 NORTH HILL STREET
LOS ANGELES, CA 90012

CASE NUMBER:
*(Número del Caso):*
BC512041

The name, address, and telephone number of plaintiff's attorney, or plaintiff without an attorney, is:
*(El nombre, la dirección y el número de teléfono del abogado del demandante, o del demandante que no tiene abogado, es):*
CARLA V. MINNARD, 4100 REDWOOD ROAD, #145, OAKLAND, CA 94619 (415)215-4115

DATE: *(Fecha)* JUN 13 2013 JOHN A. CLARKE, Clerk, by *(Secretario)* Mary Flores, Deputy *(Adjunto)*

*(For proof of service of this summons, use* Proof of Service of Summons *(form POS-010).)*
*(Para prueba de entrega de esta citatión use el formulario* Proof of Service of Summons, *(POS-010)).*

[SEAL]

**NOTICE TO THE PERSON SERVED:** You are served
1. ☐ as an individual defendant.
2. ☐ as the person sued under the fictitious name of *(specify):*
3. ☐ on behalf of *(specify):*

under: ☐ CCP 416.10 (corporation) ☐ CCP 416.60 (minor)
☐ CCP 416.20 (defunct corporation) ☐ CCP 416.70 (conservatee)
☐ CCP 416.40 (association or partnership) ☐ CCP 416.90 (authorized person)
☐ other *(specify):*

4. ☐ by personal delivery on *(date):*



Form Adopted for Mandatory Use
Judicial Council of California
SUM-100 [Rev. July 1, 2009]

SUMMONS

Code of Civil Procedure §§ 412.20, 465
www.courtinfo.ca.gov

ATTACHMENT A

NOTICE TO DEFENDANT:

BIKRAM CHOUDHURY, individually and as President of Bikram Choudhury Yoga Inc., Chairman and CEO of Bikram's Yoga College of India, L.P., and as President of Bikram, Inc., RAJASHREE CHOUDHURY, individually and as President of USA YOGA FEDERATION, Vice President of BIKRAM'S YOGA COLLEGE OF INDIA, L.P. and as Vice President of Bikram Inc., BIKRAM'S YOGA COLLEGE OF INDIA L.P., BIKRAM INC., USA YOGA FEDERATION, BIKRAM CHOUDHURY YOGA, INC., PETRA STARKE, individually and as President of Bikram's Yoga College of India, and DOES 1 through 25, inclusive,

CM-010

ATTORNEY OR PARTY WITHOUT ATTORNEY (Name, State Bar number, and address):
CARLA V. MINNARD, SBN 176015
THE MINNARD LAW FIRM
4100 REDWOOD ROAD, #145
OAKLAND, CA, 94619
TELEPHONE NO.: 415-215-4115 FAX NO.: 415-358-5588
ATTORNEY FOR (Name): PLAINTIFF, MINAKSHI JAFA-BODDEN

FOR COURT USE ONLY
CONFORMED COPY
ORIGINAL FILED
SUPERIOR COURT OF CALIFORNIA
COUNTY OF LOS ANGELES
JUN 13
John A. Clarke, Executive Officer
BY Mary Flores

SUPERIOR COURT OF CALIFORNIA, COUNTY OF LOS ANGELES
STREET ADDRESS: 111 NORTH HILL STREET
MAILING ADDRESS: 111 NORTH HILL STREET
CITY AND ZIP CODE: LOS ANGELES, CA 90012
BRANCH NAME: STANLEY MOSK

CASE NAME:
JAFA-BODDEN V. BIKRAM CHOUDHURY ET AL

| CIVIL CASE COVER SHEET | Complex Case Designation | CASE NUMBER: |
|---|---|---|
| ☑ Unlimited (Amount demanded exceeds $25,000) ☐ Limited (Amount demanded is $25,000 or less) | ☐ Counter ☐ Joinder Filed with first appearance by defendant (Cal. Rules of Court, rule 3.402) | BC512041 |
| | | JUDGE: |
| | | DEPT: |

*Items 1–6 below must be completed (see instructions on page 2).*

1. Check one box below for the case type that best describes this case:

**Auto Tort**
- ☐ Auto (22)
- ☐ Uninsured motorist (46)

**Other PI/PD/WD (Personal Injury/Property Damage/Wrongful Death) Tort**
- ☐ Asbestos (04)
- ☐ Product liability (24)
- ☐ Medical malpractice (45)
- ☐ Other PI/PD/WD (23)

**Non-PI/PD/WD (Other) Tort**
- ☐ Business tort/unfair business practice (07)
- ☐ Civil rights (08)
- ☑ Defamation (13)
- ☐ Fraud (16)
- ☐ Intellectual property (19)
- ☐ Professional negligence (25)
- ☐ Other non-PI/PD/WD tort (35)

**Employment**
- ☑ Wrongful termination (36)
- ☐ Other employment (15)

**Contract**
- ☑ Breach of contract/warranty (06)
- ☐ Rule 3.740 collections (09)
- ☐ Other collections (09)
- ☐ Insurance coverage (18)
- ☐ Other contract (37)

**Real Property**
- ☐ Eminent domain/inverse condemnation (14)
- ☐ Wrongful eviction (33)
- ☐ Other real property (26)

**Unlawful Detainer**
- ☐ Commercial (31)
- ☐ Residential (32)
- ☐ Drugs (38)

**Judicial Review**
- ☐ Asset forfeiture (05)
- ☐ Petition re: arbitration award (11)
- ☐ Writ of mandate (02)
- ☐ Other judicial review (39)

**Provisionally Complex Civil Litigation (Cal. Rules of Court, rules 3.400–3.403)**
- ☐ Antitrust/Trade regulation (03)
- ☐ Construction defect (10)
- ☐ Mass tort (40)
- ☐ Securities litigation (28)
- ☐ Environmental/Toxic tort (30)
- ☐ Insurance coverage claims arising from the above listed provisionally complex case types (41)

**Enforcement of Judgment**
- ☐ Enforcement of judgment (20)

**Miscellaneous Civil Complaint**
- ☐ RICO (27)
- ☐ Other complaint *(not specified above)* (42)

**Miscellaneous Civil Petition**
- ☐ Partnership and corporate governance (21)
- ☐ Other petition *(not specified above)* (43)

2. This case ☐ is ☑ is not complex under rule 3.400 of the California Rules of Court. If the case is complex, mark the factors requiring exceptional judicial management:
   a. ☐ Large number of separately represented parties
   b. ☐ Extensive motion practice raising difficult or novel issues that will be time-consuming to resolve
   c. ☐ Substantial amount of documentary evidence
   d. ☐ Large number of witnesses
   e. ☐ Coordination with related actions pending in one or more courts in other counties, states, or countries, or in a federal court
   f. ☐ Substantial postjudgment judicial supervision
3. Remedies sought *(check all that apply)*: a. ☑ monetary b. ☐ nonmonetary; declaratory or injunctive relief c. ☑ punitive
4. Number of causes of action *(specify)*: 25
5. This case ☐ is ☑ is not a class action suit.
6. If there are any known related cases, file and serve a notice of related case. *(You may use form CM-015.)*

Date: JUNE 12, 2013
CARLA V. MINNARD
(TYPE OR PRINT NAME)

(SIGNATURE OF PARTY OR ATTORNEY FOR PARTY)

**NOTICE**
- Plaintiff must file this cover sheet with the first paper filed in the action or proceeding (except small claims cases or cases filed under the Probate Code, Family Code, or Welfare and Institutions Code). (Cal. Rules of Court, rule 3.220.) Failure to file may result in sanctions.
- File this cover sheet in addition to any cover sheet required by local court rule.
- If this case is complex under rule 3.400 et seq. of the California Rules of Court, you must serve a copy of this cover sheet on all other parties to the action or proceeding.
- Unless this is a collections case under rule 3.740 or a complex case, this cover sheet will be used for statistical purposes only.



Form Adopted for Mandatory Use
Judicial Council of California
CM-010 [Rev. July 1, 2007]

CIVIL CASE COVER SHEET

Cal. Rules of Court, rules 2.30, 3.220, 3.400–3.403, 3.740;
Cal. Standards of Judicial Administration, std. 3.10
www.courtinfo.ca.gov

| NAME AND ADDRESS OF ATTORNEY OR PARTY WITHOUT ATTORNEY: | STATE BAR NUMBER | Reserved for Clerk's File Stamp |
|---|---|---|
| TELEPHONE NO.:<br>E-MAIL ADDRESS (Optional):<br>ATTORNEY FOR (Name): FAX NO. (Optional): | | |
| **SUPERIOR COURT OF CALIFORNIA, COUNTY OF LOS ANGELES** | | |
| COURTHOUSE ADDRESS: | | |
| PLAINTIFF: | | |
| DEFENDANT: | | |
| **STIPULATION – EARLY ORGANIZATIONAL MEETING** | | CASE NUMBER: |

**This stipulation is intended to encourage cooperation among the parties at an early stage in the litigation and to assist the parties in efficient case resolution.**

**The parties agree that:**

1. The parties commit to conduct an initial conference (in-person or via teleconference or via videoconference) within 15 days from the date this stipulation is signed, *to discuss and consider whether there can be agreement on the following*:

   a. Are motions to challenge the pleadings necessary? If the issue can be resolved by amendment as of right, or if the Court would allow leave to amend, could an amended complaint resolve most or all of the issues a demurrer might otherwise raise? If so, the parties agree to work through pleading issues so that a demurrer need only raise issues they cannot resolve. Is the issue that the defendant seeks to raise amenable to resolution on demurrer, or would some other type of motion be preferable? Could a voluntary targeted exchange of documents or information by any party cure an uncertainty in the pleadings?

   b. Initial mutual exchanges of documents at the "core" of the litigation. (For example, in an employment case, the employment records, personnel file and documents relating to the conduct in question could be considered "core." In a personal injury case, an incident or police report, medical records, and repair or maintenance records could be considered "core.");

   c. Exchange of names and contact information of witnesses;

   d. Any insurance agreement that may be available to satisfy part or all of a judgment, or to indemnify or reimburse for payments made to satisfy a judgment;

   e. Exchange of any other information that might be helpful to facilitate understanding, handling, or resolution of the case in a manner that preserves objections or privileges by agreement;

   f. Controlling issues of law that, if resolved early, will promote efficiency and economy in other phases of the case. Also, when and how such issues can be presented to the Court;

   g. Whether or when the case should be scheduled with a settlement officer, what discovery or court ruling on legal issues is reasonably required to make settlement discussions meaningful, and whether the parties wish to use a sitting judge or a private mediator or other options as

| SHORT TITLE: | CASE NUMBER: |
|---|---|
| | |

discussed in the "Alternative Dispute Resolution (ADR) Information Package" served with the complaint;

h. Computation of damages, including documents not privileged or protected from disclosure, on which such computation is based;

i. Whether the case is suitable for the Expedited Jury Trial procedures (see information at ***www.lasuperiorcourt.org*** under "*Civil*" and then under "*General Information*").

2. The time for a defending party to respond to a complaint or cross-complaint will be extended to _____ (INSERT DATE) for the complaint, and _____ (INSERT DATE) for the cross-complaint, which is comprised of the 30 days to respond under Government Code § 68616(b), and the 30 days permitted by Code of Civil Procedure section 1054(a), good cause having been found by the Civil Supervising Judge due to the case management benefits provided by this Stipulation.

3. The parties will prepare a joint report titled "Joint Status Report Pursuant to Initial Conference and Early Organizational Meeting Stipulation, and if desired, a proposed order summarizing results of their meet and confer and advising the Court of any way it may assist the parties' efficient conduct or resolution of the case. The parties shall attach the Joint Status Report to the Case Management Conference statement, and file the documents when the CMC statement is due.

4. References to "days" mean calendar days, unless otherwise noted. If the date for performing any act pursuant to this stipulation falls on a Saturday, Sunday or Court holiday, then the time for performing that act shall be extended to the next Court day

The following parties stipulate:

Date:

_____ (TYPE OR PRINT NAME) ➤ _____ (ATTORNEY FOR PLAINTIFF)

Date:

_____ (TYPE OR PRINT NAME) ➤ _____ (ATTORNEY FOR DEFENDANT)

Date:

_____ (TYPE OR PRINT NAME) ➤ _____ (ATTORNEY FOR DEFENDANT)

Date:

_____ (TYPE OR PRINT NAME) ➤ _____ (ATTORNEY FOR DEFENDANT)

Date:

_____ (TYPE OR PRINT NAME) ➤ _____ (ATTORNEY FOR _____)

Date:

_____ (TYPE OR PRINT NAME) ➤ _____ (ATTORNEY FOR _____)

Date:

_____ (TYPE OR PRINT NAME) ➤ _____ (ATTORNEY FOR _____)

| NAME AND ADDRESS OF ATTORNEY OR PARTY WITHOUT ATTORNEY: | STATE BAR NUMBER | Reserved for Clerk's File Stamp |
|---|---|---|
| TELEPHONE NO.:<br>E-MAIL ADDRESS (Optional):<br>ATTORNEY FOR (Name): | FAX NO. (Optional): | |
| **SUPERIOR COURT OF CALIFORNIA, COUNTY OF LOS ANGELES** | | |
| COURTHOUSE ADDRESS: | | |
| PLAINTIFF: | | |
| DEFENDANT: | | |
| **STIPULATION – DISCOVERY RESOLUTION** | | CASE NUMBER: |

**This stipulation is intended to provide a fast and informal resolution of discovery issues through limited paperwork and an informal conference with the Court to aid in the resolution of the issues.**

**The parties agree that:**

1. Prior to the discovery cut-off in this action, no discovery motion shall be filed or heard unless the moving party first makes a written request for an Informal Discovery Conference pursuant to the terms of this stipulation.

2. At the Informal Discovery Conference the Court will consider the dispute presented by parties and determine whether it can be resolved informally. Nothing set forth herein will preclude a party from making a record at the conclusion of an Informal Discovery Conference, either orally or in writing.

3. Following a reasonable and good faith attempt at an informal resolution of each issue to be presented, a party may request an Informal Discovery Conference pursuant to the following procedures:

   a. The party requesting the Informal Discovery Conference will:

      i. File a Request for Informal Discovery Conference with the clerk's office on the approved form (copy attached) and deliver a courtesy, conformed copy to the assigned department;

      ii. Include a brief summary of the dispute and specify the relief requested; and

      iii. Serve the opposing party pursuant to any authorized or agreed method of service that ensures that the opposing party receives the Request for Informal Discovery Conference no later than the next court day following the filing.

   b. Any Answer to a Request for Informal Discovery Conference must:

      i. Also be filed on the approved form (copy attached);

      ii. Include a brief summary of why the requested relief should be denied;

iii. Be filed within two (2) court days of receipt of the Request; and

iv. Be served on the opposing party pursuant to any authorized or agreed upon method of service that ensures that the opposing party receives the Answer no later than the next court day following the filing.

c. No other pleadings, including but not limited to exhibits, declarations, or attachments, will be accepted.

d. If the Court has not granted or denied the Request for Informal Discovery Conference within ten (10) days following the filing of the Request, then it shall be deemed to have been denied. If the Court acts on the Request, the parties will be notified whether the Request for Informal Discovery Conference has been granted or denied and, if granted, the date and time of the Informal Discovery Conference, which must be within twenty (20) days of the filing of the Request for Informal Discovery Conference.

e. If the conference is not held within twenty (20) days of the filing of the Request for Informal Discovery Conference, unless extended by agreement of the parties and the Court, then the Request for the Informal Discovery Conference shall be deemed to have been denied at that time.

4. If (a) the Court has denied a conference or (b) one of the time deadlines above has expired without the Court having acted or (c) the Informal Discovery Conference is concluded without resolving the dispute, then a party may file a discovery motion to address unresolved issues.

5. The parties hereby further agree that the time for making a motion to compel or other discovery motion is tolled from the date of filing of the Request for Informal Discovery Conference until (a) the request is denied or deemed denied or (b) twenty (20) days after the filing of the Request for Informal Discovery Conference, whichever is earlier, unless extended by Order of the Court.

It is the understanding and intent of the parties that this stipulation shall, for each discovery dispute to which it applies, constitute a writing memorializing a "specific later date to which the propounding [or demanding or requesting] party and the responding party have agreed in writing," within the meaning of Code Civil Procedure sections 2030.300(c), 2031.320(c), and 2033.290(c).

6. Nothing herein will preclude any party from applying *ex parte* for appropriate relief, including an order shortening time for a motion to be heard concerning discovery.

7. Any party may terminate this stipulation by giving twenty-one (21) days notice of intent to terminate the stipulation.

8. References to "days" mean calendar days, unless otherwise noted. If the date for performing any act pursuant to this stipulation falls on a Saturday, Sunday or Court holiday, then the time for performing that act shall be extended to the next Court day.

| SHORT TITLE: | CASE NUMBER |
| --- | --- |
| | |

**The following parties stipulate:**

Date:

_____ (TYPE OR PRINT NAME)

Date:

_____ (TYPE OR PRINT NAME)

Date:

_____ (TYPE OR PRINT NAME)

Date:

_____ (TYPE OR PRINT NAME)

Date:

_____ (TYPE OR PRINT NAME)

Date:

_____ (TYPE OR PRINT NAME)

Date:

_____ (TYPE OR PRINT NAME)

▶ _____ (ATTORNEY FOR PLAINTIFF)

▶ _____ (ATTORNEY FOR DEFENDANT)

▶ _____ (ATTORNEY FOR DEFENDANT)

▶ _____ (ATTORNEY FOR DEFENDANT)

▶ _____ (ATTORNEY FOR _____)

▶ _____ (ATTORNEY FOR _____)

▶ _____ (ATTORNEY FOR _____)

| NAME AND ADDRESS OF ATTORNEY OR PARTY WITHOUT ATTORNEY: | STATE BAR NUMBER | Reserved for Clerk's File Stamp |
|---|---|---|
| TELEPHONE NO.: FAX NO. (Optional):<br>E-MAIL ADDRESS (Optional):<br>ATTORNEY FOR (Name): | | |
| **SUPERIOR COURT OF CALIFORNIA, COUNTY OF LOS ANGELES** | | |
| COURTHOUSE ADDRESS: | | |
| PLAINTIFF: | | |
| DEFENDANT: | | |
| **INFORMAL DISCOVERY CONFERENCE**<br>(pursuant to the Discovery Resolution Stipulation of the parties) | | CASE NUMBER: |

1. This document relates to:
   - ☐ Request for Informal Discovery Conference
   - ☐ Answer to Request for Informal Discovery Conference
2. Deadline for Court to decide on Request: _____ (Insert date 10 calendar days following filing of the Request).
3. Deadline for Court to hold Informal Discovery Conference: _____ (Insert date 20 calendar days following filing of the Request).
4. **For a Request for Informal Discovery Conference, briefly describe the nature of the discovery dispute, including the facts and legal arguments at issue. For an Answer to Request for Informal Discovery Conference, briefly describe why the Court should deny the requested discovery, including the facts and legal arguments at issue.**

| NAME AND ADDRESS OF ATTORNEY OR PARTY WITHOUT ATTORNEY: | STATE BAR NUMBER | Reserved for Clerk's File Stamp |
|---|---|---|
| TELEPHONE NO.:<br>E-MAIL ADDRESS (Optional):<br>ATTORNEY FOR (Name): FAX NO. (Optional): | | |
| **SUPERIOR COURT OF CALIFORNIA, COUNTY OF LOS ANGELES** | | |
| COURTHOUSE ADDRESS: | | |
| PLAINTIFF: | | |
| DEFENDANT: | | |
| **STIPULATION AND ORDER – MOTIONS IN LIMINE** | | CASE NUMBER: |

**This stipulation is intended to provide fast and informal resolution of evidentiary issues through diligent efforts to define and discuss such issues and limit paperwork.**

**The parties agree that:**

1. At least ____ days before the final status conference, each party will provide all other parties with a list containing a one paragraph explanation of each proposed motion in limine. Each one paragraph explanation must identify the substance of a single proposed motion in limine and the grounds for the proposed motion.

2. The parties thereafter will meet and confer, either in person or via teleconference or videoconference, concerning all proposed motions in limine. In that meet and confer, the parties will determine:

   a. Whether the parties can stipulate to any of the proposed motions. If the parties so stipulate, they may file a stipulation and proposed order with the Court.

   b. Whether any of the proposed motions can be briefed and submitted by means of a short joint statement of issues. For each motion which can be addressed by a short joint statement of issues, a short joint statement of issues must be filed with the Court 10 days prior to the final status conference. Each side's portion of the short joint statement of issues may not exceed three pages. The parties will meet and confer to agree on a date and manner for exchanging the parties' respective portions of the short joint statement of issues and the process for filing the short joint statement of issues.

3. All proposed motions in limine that are not either the subject of a stipulation or briefed via a short joint statement of issues will be briefed and filed in accordance with the California Rules of Court and the Los Angeles Superior Court Rules.

| SHORT TITLE: | CASE NUMBER: |
|---|---|
| | |

**The following parties stipulate:**

Date: _____

_____ (TYPE OR PRINT NAME)

_____ (ATTORNEY FOR PLAINTIFF)

Date: _____

_____ (TYPE OR PRINT NAME)

_____ (ATTORNEY FOR DEFENDANT)

Date: _____

_____ (TYPE OR PRINT NAME)

_____ (ATTORNEY FOR DEFENDANT)

Date: _____

_____ (TYPE OR PRINT NAME)

_____ (ATTORNEY FOR DEFENDANT)

Date: _____

_____ (TYPE OR PRINT NAME)

_____ (ATTORNEY FOR _____)

Date: _____

_____ (TYPE OR PRINT NAME)

_____ (ATTORNEY FOR _____)

Date: _____

_____ (TYPE OR PRINT NAME)

_____ (ATTORNEY FOR _____)

**THE COURT SO ORDERS.**

Date: _____

_____

JUDICIAL OFFICER

The following critical provisions of the Chapter Three Rules, as applicable in the Central District, are summarized for your assistance.

## APPLICATION

The Chapter Three Rules were effective January 1, 1994. They apply to all general civil cases.

## PRIORITY OVER OTHER RULES

The Chapter Three Rules shall have priority over all other Local Rules to the extent the others are inconsistent.

## CHALLENGE TO ASSIGNED JUDGE

A challenge under Code of Civil Procedure section 170.6 must be made within 15 days after notice of assignment for all purposes to a judge, or if a party has not yet appeared, within 15 days of the first appearance.

## TIME STANDARDS

Cases assigned to the Individual Calendaring Court will be subject to processing under the following time standards:

**COMPLAINTS:** All complaints shall be served within 60 days of filing and proof of service shall be filed within 90 days of filing.

**CROSS-COMPLAINTS:** Without leave of court first being obtained, no cross-complaint may be filed by any party after their answer is filed. Cross-complaints shall be served within 30 days of the filing date and a proof of service filed within 60 days of the filing date.

A Status Conference will be scheduled by the assigned Independent Calendar Judge no later than 270 days after the filing of the complaint. Counsel must be fully prepared to discuss the following issues: alternative dispute resolution, bifurcation, settlement, trial date, and expert witnesses.

## FINAL STATUS CONFERENCE

The Court will require the parties at a status conference not more than 10 days before the trial to have timely filed and served all motions in limine, bifurcation motions, statements of major evidentiary issues, dispositive motions, requested jury instructions, and special jury instructions and special jury verdicts. These matters may be heard and resolved at this conference. At least 5 days before this conference, counsel must also have exchanged lists of exhibits and witnesses and have submitted to the court a brief statement of the case to be read to the jury panel as required by Chapter Eight of the Los Angeles Superior Court Rules.

## SANCTIONS

The court will impose appropriate sanctions for the failure or refusal to comply with Chapter Three Rules, orders made by the Court, and time standards or deadlines established by the Court or by the Chapter Three Rules. Such sanctions may be on a party or if appropriate on counsel for the party.

**This is not a complete delineation of the Chapter Three Rules, and adherence only to the above provisions is therefore not a guarantee against the imposition of sanctions under Trial Court Delay Reduction. Careful reading and compliance with the actual Chapter Rules is absolutely imperative.**

NOTICE OF CASE A[illegible]GNMENT - UNLIMITED CIVIL CASE (NO[illegible]LASS ACTION)

Case Number _____ BC513941

**THIS FORM IS TO BE SERVED WITH THE SUMMONS AND COMPLAINT**

Your case is assigned for all purposes to the judicial officer indicated below (Local Rule 3.3(c)). There is additional information on the reverse side of this form.

| | ASSIGNED JUDGE | DEPT | ROOM |
|---|---|---|---|
| | Hon. Daniel Buckley | 1 | 534 |
| | Hon. Barbara A. Meiers | 12 | 636 |
| | Hon. Terry A. Green | 14 | 300 |
| | Hon. Richard Fruin | 15 | 307 |
| | Hon. Rita Miller | 16 | 309 |
| | Hon. Richard E. Rico | 17 | 309 |
| | Hon. Kevin C. Brazile | 20 | 310 |
| | Hon. Robert L. Hess | 24 | 314 |
| | Hon. Mary Ann Murphy | 25 | 317 |
| | Hon. Yvette M. Palazuelos | 28 | 318 |
| | Hon. Barbara Scheper | 30 | 400 |
| | Hon. Mary H. Strobel | 32 | 406 |
| | Hon. Maureen Duffy-Lewis | 38 | 412 |
| | Hon. Michelle R. Rosenblatt | 40 | 414 |
| | Hon. Ronald M. Sohigian | 41 | 417 |
| | Hon. Holly E. Kendig | 42 | 416 |
| | Hon. Mel Red Recana | 45 | 529 |
| | Hon. Debre Katz Weintraub | 47 | 507 |
| | Hon. Elizabeth Allen White | 48 | 506 |
| | Hon. Deirdre Hill | 49 | 509 |
| | Hon. John L. Segal | 50 | 508 |
| | Hon. Abraham Khan | 51 | 511 |
| | Hon. Susan Bryant-Deason | 52 | 510 |
| | Hon. Steven J. Kleifield | 53 | 513 |
| | Hon. Ernest M. Hiroshige | 54 | 512 |
| | Hon. Malcolm H. Mackey | 55 | 515 |

| | ASSIGNED JUDGE | DEPT | ROOM |
|---|---|---|---|
| | Hon. Michael Johnson | 56 | 514 |
| | Hon. Ralph W. Dau | 57 | 517 |
| | Hon. Rolf M. Treu | 58 | 516 |
| | Hon. Michael L. Stern | 62 | 600 |
| | Hon. Mark Mooney | 68 | 617 |
| | Hon. William F. Fahey | 69 | 621 |
| | Hon. Soussan G. Bruguera | 71 | 729 |
| | Hon. Ruth Ann Kwan | 72 | 731 |
| | Hon. Teresa Sanchez-Gordon | 74 | 735 |
| | | | |
| | | | |
| | **Hon. Emilie H. Elias** | **324** | **CCW** |
| | **Hon. Elihu M. Berle*** | **323** | **CCW** |
| | OTHER | | |
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*Complex

All cases designated as complex (other than class actions) are initially assigned to Judge Elihu M. Berle in Department 323 of the Central Civil West Courthouse (600 S. Commonwealth Ave., Los Angeles 90005). This assignment is for the purpose of assessing whether or not the case is complex within the meaning of California Rules of Court, rule 3.400. Depending on the outcome of that assessment, the case may be reassigned to one of the judges of the Complex Litigation Program or reassigned randomly to a court in the Central District.

Given to the Plaintiff/Cross-Complainant/Attorney of Record on _____ JOHN A. CLARKE, Executive Officer/Clerk

# VOLUNTARY EFFICIENT LITIGATION STIPULATIONS

Superior Court of California
County of Los Angeles

LACBA
Los Angeles County
Bar Association
Litigation Section

Los Angeles County
Bar Association Labor and
Employment Law Section

Consumer Attorneys
Association of Los Angeles

Southern California
Defense Counsel

Association of
Business Trial Lawyers

CRA
California Employment
Lawyers Association

The Early Organizational Meeting Stipulation, Discovery Resolution Stipulation, and Motions in Limine Stipulation are voluntary stipulations entered into by the parties. The parties may enter into one, two, or all three of the stipulations; however, they may not alter the stipulations as written, because the Court wants to ensure uniformity of application. These stipulations are meant to encourage cooperation between the parties and to assist in resolving issues in a manner that promotes economic case resolution and judicial efficiency.

*The following organizations endorse the goal of promoting efficiency in litigation and ask that counsel consider using these stipulations as a voluntary way to promote communications and procedures among counsel and with the court to fairly resolve issues in their cases.*

**◆Los Angeles County Bar Association Litigation Section◆**

**◆ Los Angeles County Bar Association Labor and Employment Law Section◆**

**◆Consumer Attorneys Association of Los Angeles◆**

**◆Southern California Defense Counsel◆**

**◆Association of Business Trial Lawyers◆**

**◆California Employment Lawyers Association◆**

| SHORT TITLE: JAFA-BODDEN V. CHOUDHURY ET AL | CASE NUMBER |
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# CIVIL CASE COVER SHEET ADDENDUM AND STATEMENT OF LOCATION (CERTIFICATE OF GROUNDS FOR ASSIGNMENT TO COURTHOUSE LOCATION)

**This form is required pursuant to Local Rule 2.0 in all new civil case filings in the Los Angeles Superior Court.**

**Item I.** Check the types of hearing and fill in the estimated length of hearing expected for this case:

JURY TRIAL? ☑ YES CLASS ACTION? ☐ YES LIMITED CASE? ☐ YES TIME ESTIMATED FOR TRIAL 14 ☐ HOURS/ ☑ DAYS

**Item II. Indicate** the correct district and courthouse location (4 steps – If you checked "Limited Case", skip to Item III, Pg. 4):

**Step 1:** After first completing the Civil Case Cover Sheet form, find the main Civil Case Cover Sheet heading for your case in the left margin below, and, to the right in Column **A**, the Civil Case Cover Sheet case type you selected.

**Step 2:** Check <u>one</u> Superior Court type of action in Column **B** below which best describes the nature of this case.

**Step 3:** In Column **C**, circle the reason for the court location choice that applies to the type of action you have checked. For any exception to the court location, see Local Rule 2.0.

**Applicable Reasons for Choosing Courthouse Location (see Column C below)**

1. Class actions must be filed in the Stanley Mosk Courthouse, central district.
2. May be filed in central (other county, or no bodily injury/property damage).
3. Location where cause of action arose.
4. Location where bodily injury, death or damage occurred.
5. Location where performance required or defendant resides.
6. Location of property or permanently garaged vehicle.
7. Location where petitioner resides.
8. Location wherein defendant/respondent functions wholly.
9. Location where one or more of the parties reside.
10. Location of Labor Commissioner Office

**Step 4:** Fill in the information requested on page 4 in Item III; complete Item IV. Sign the declaration.

| | A<br>Civil Case Cover Sheet Category No. | B<br>Type of Action (Check only one) | C<br>Applicable Reasons - See Step 3 Above |
|---|---|---|---|
| Auto Tort | Auto (22) | ☐ A7100 Motor Vehicle - Personal Injury/Property Damage/Wrongful Death | 1., 2., 4. |
| | Uninsured Motorist (46) | ☐ A7110 Personal Injury/Property Damage/Wrongful Death – Uninsured Motorist | 1., 2., 4. |
| Other Personal Injury/ Property Damage/ Wrongful Death Tort | Asbestos (04) | ☐ A6070 Asbestos Property Damage<br>☐ A7221 Asbestos - Personal Injury/Wrongful Death | 2.<br>2. |
| | Product Liability (24) | ☐ A7260 Product Liability (not asbestos or toxic/environmental) | 1., 2., 3., 4., 8. |
| | Medical Malpractice (45) | ☐ A7210 Medical Malpractice - Physicians & Surgeons<br>☐ A7240 Other Professional Health Care Malpractice | 1., 4.<br>1., 4. |
| | Other Personal Injury Property Damage Wrongful Death (23) | ☐ A7250 Premises Liability (e.g., slip and fall)<br>☐ A7230 Intentional Bodily Injury/Property Damage/Wrongful Death (e.g., assault, vandalism, etc.)<br>☐ A7270 Intentional Infliction of Emotional Distress<br>☐ A7220 Other Personal Injury/Property Damage/Wrongful Death | 1., 4.<br>1., 4.<br>1., 3.<br>1., 4. |

| SHORT TITLE: JAFA-BODDEN V. CHOUDHURY ET AL | CASE NUMBER |
|---|---|

| | A<br>Civil Case Cover Sheet Category No. | B<br>Type of Action<br>(Check only one) | C<br>Applicable Reasons - See Step 3 Above |
|---|---|---|---|
| Non-Personal Injury/ Property Damage/ Wrongful Death Tort | Business Tort (07) | ☐ A6029 Other Commercial/Business Tort (not fraud/breach of contract) | 1., 3. |
| | Civil Rights (08) | ☐ A6005 Civil Rights/Discrimination | 1., 2., 3. |
| | Defamation (13) | ☐ A6010 Defamation (slander/libel) | 1., 2., 3. |
| | Fraud (16) | ☐ A6013 Fraud (no contract) | 1., 2., 3. |
| | Professional Negligence (25) | ☐ A6017 Legal Malpractice<br>☐ A6050 Other Professional Malpractice (not medical or legal) | 1., 2., 3.<br>1., 2., 3. |
| | Other (35) | ☐ A6025 Other Non-Personal Injury/Property Damage tort | 2.,3. |
| Employment | Wrongful Termination (36) | ☑ A6037 Wrongful Termination | 1., 2., 3. |
| | Other Employment (15) | ☐ A6024 Other Employment Complaint Case<br>☐ A6109 Labor Commissioner Appeals | 1., 2., 3.<br>10. |
| Contract | Breach of Contract/ Warranty (06) (not insurance) | ☐ A6004 Breach of Rental/Lease Contract (not unlawful detainer or wrongful eviction)<br>☐ A6008 Contract/Warranty Breach -Seller Plaintiff (no fraud/negligence)<br>☐ A6019 Negligent Breach of Contract/Warranty (no fraud)<br>☐ A6028 Other Breach of Contract/Warranty (not fraud or negligence) | 2., 5.<br>2., 5.<br>1., 2., 5.<br>1., 2., 5. |
| | Collections (09) | ☐ A6002 Collections Case-Seller Plaintiff<br>☐ A6012 Other Promissory Note/Collections Case | 2., 5., 6.<br>2., 5. |
| | Insurance Coverage (18) | ☐ A6015 Insurance Coverage (not complex) | 1., 2., 5., 8. |
| | Other Contract (37) | ☐ A6009 Contractual Fraud<br>☐ A6031 Tortious Interference<br>☐ A6027 Other Contract Dispute(not breach/insurance/fraud/negligence) | 1., 2., 3., 5.<br>1., 2., 3., 5.<br>1., 2., 3., 8. |
| Real Property | Eminent Domain/Inverse Condemnation (14) | ☐ A7300 Eminent Domain/Condemnation Number of parcels_____ | 2. |
| | Wrongful Eviction (33) | ☐ A6023 Wrongful Eviction Case | 2., 6. |
| | Other Real Property (26) | ☐ A6018 Mortgage Foreclosure<br>☐ A6032 Quiet Title<br>☐ A6060 Other Real Property (not eminent domain, landlord/tenant, foreclosure) | 2., 6.<br>2., 6.<br>2., 6. |
| Unlawful Detainer | Unlawful Detainer-Commercial (31) | ☐ A6021 Unlawful Detainer-Commercial (not drugs or wrongful eviction) | 2., 6. |
| | Unlawful Detainer-Residential (32) | ☐ A6020 Unlawful Detainer-Residential (not drugs or wrongful eviction) | 2., 6. |
| | Unlawful Detainer-Post-Foreclosure (34) | ☐ A6020F Unlawful Detainer-Post-Foreclosure | 2., 6. |
| | Unlawful Detainer-Drugs (38) | ☐ A6022 Unlawful Detainer-Drugs | 2., 6. |

| SHORT TITLE: JAFA-BODDEN V. CHOUDHURY ET AL | CASE NUMBER |
|---|---|

| | A<br>Civil Case Cover Sheet Category No. | B<br>Type of Action (Check only one) | C<br>Applicable Reasons - See Step 3 Above |
|---|---|---|---|
| Judicial Review | Asset Forfeiture (05) | ☐ A6108 Asset Forfeiture Case | 2., 6. |
| | Petition re Arbitration (11) | ☐ A6115 Petition to Compel/Confirm/Vacate Arbitration | 2., 5. |
| | Writ of Mandate (02) | ☐ A6151 Writ - Administrative Mandamus<br>☐ A6152 Writ - Mandamus on Limited Court Case Matter<br>☐ A6153 Writ - Other Limited Court Case Review | 2., 8.<br>2.<br>2. |
| | Other Judicial Review (39) | ☐ A6150 Other Writ /Judicial Review | 2., 8. |
| Provisionally Complex Litigation | Antitrust/Trade Regulation (03) | ☐ A6003 Antitrust/Trade Regulation | 1., 2., 8. |
| | Construction Defect (10) | ☐ A6007 Construction Defect | 1., 2., 3. |
| | Claims Involving Mass Tort (40) | ☐ A6006 Claims Involving Mass Tort | 1., 2., 8. |
| | Securities Litigation (28) | ☐ A6035 Securities Litigation Case | 1., 2., 8. |
| | Toxic Tort Environmental (30) | ☐ A6036 Toxic Tort/Environmental | 1., 2., 3., 8. |
| | Insurance Coverage Claims from Complex Case (41) | ☐ A6014 Insurance Coverage/Subrogation (complex case only) | 1., 2., 5., 8. |
| Enforcement of Judgment | Enforcement of Judgment (20) | ☐ A6141 Sister State Judgment<br>☐ A6160 Abstract of Judgment<br>☐ A6107 Confession of Judgment (non-domestic relations)<br>☐ A6140 Administrative Agency Award (not unpaid taxes)<br>☐ A6114 Petition/Certificate for Entry of Judgment on Unpaid Tax<br>☐ A6112 Other Enforcement of Judgment Case | 2., 9.<br>2., 6.<br>2., 9.<br>2., 8.<br>2., 8.<br>2., 8., 9. |
| Miscellaneous Civil Complaints | RICO (27) | ☐ A6033 Racketeering (RICO) Case | 1., 2., 8. |
| | Other Complaints (Not Specified Above) (42) | ☐ A6030 Declaratory Relief Only<br>☐ A6040 Injunctive Relief Only (not domestic/harassment)<br>☐ A6011 Other Commercial Complaint Case (non-tort/non-complex)<br>☐ A6000 Other Civil Complaint (non-tort/non-complex) | 1., 2., 8.<br>2., 8.<br>1., 2., 8.<br>1., 2., 8. |
| Miscellaneous Civil Petitions | Partnership Corporation Governance (21) | ☐ A6113 Partnership and Corporate Governance Case | 2., 8. |
| | Other Petitions (Not Specified Above) (43) | ☐ A6121 Civil Harassment<br>☐ A6123 Workplace Harassment<br>☐ A6124 Elder/Dependent Adult Abuse Case<br>☐ A6190 Election Contest<br>☐ A6110 Petition for Change of Name<br>☐ A6170 Petition for Relief from Late Claim Law<br>☐ A6100 Other Civil Petition | 2., 3., 9.<br>2., 3., 9.<br>2., 3., 9.<br>2.<br>2., 7.<br>2., 3., 4., 8.<br>2., 9. |

| SHORT TITLE: JAFA-BODDEN V. CHOUDHURY ET AL | CASE NUMBER: |
|---|---|

**Item III.** Statement of Location: Enter the address of the accident, party's residence or place of business, performance, or other circumstance indicated in Item II., Step 3 on Page 1, as the proper reason for filing in the court location you selected.

| REASON: Check the appropriate boxes for the numbers shown under Column C for the type of action that you have selected for this case. ☐1. ☑2. ☑3. ☐4. ☐5. ☐6. ☐7. ☐8. ☐9. ☐10. | ADDRESS: 11500 W. OLYMPIC BLVD. | |
|---|---|---|
| CITY: LOS ANGELES | STATE: CA | ZIP CODE: 90064 |

**Item IV.** Declaration of Assignment: I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct and that the above-entitled matter is properly filed for assignment to the STANLEY MOSK courthouse in the CENTRAL District of the Superior Court of California, County of Los Angeles [Code Civ. Proc., ~~§ 392 et seq.~~, and Local Rule 2.0, subds. (b), (c) and (d)].

Dated: JUNE 12, 2013

(SIGNATURE OF ATTORNEY/FILING PARTY)

**PLEASE HAVE THE FOLLOWING ITEMS COMPLETED AND READY TO BE FILED IN ORDER TO PROPERLY COMMENCE YOUR NEW COURT CASE:**

1. Original Complaint or Petition.
2. If filing a Complaint, a completed Summons form for issuance by the Clerk.
3. Civil Case Cover Sheet, Judicial Council form CM-010.
4. Civil Case Cover Sheet Addendum and Statement of Location form, LACIV 109, LASC Approved 03-04 (Rev. 03/11).
5. Payment in full of the filing fee, unless fees have been waived.
6. A signed order appointing the Guardian ad Litem, Judicial Council form CIV-010, if the plaintiff or petitioner is a minor under 18 years of age will be required by Court in order to issue a summons.
7. Additional copies of documents to be conformed by the Clerk. Copies of the cover sheet and this addendum must be served along with the summons and complaint, or other initiating pleading in the case.

Carla V. Minnard, Esq. (CSB No. 176015)
**THE MINNARD LAW FIRM**
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OAKLAND, CA 94619
(415) 215-4115 Telephone
(415) 358-5588 Facsimile
carlaminnard@att.net

Attorneys for Plaintiff
MINAKSHI JAFA-BODDEN

CONFORMED COPY
ORIGINAL FILED
SUPERIOR COURT OF CALIFORNIA
COUNTY OF LOS ANGELES
JUN 17 2013
John A. Clarke, Executive Officer
BY Mary Flores

IN THE SUPERIOR COURT OF THE STATE OF CALIFORNIA

IN AND FOR THE COUNTY OF LOS ANGELES

MINAKSHI JAFA-BODDEN,

Plaintiff,

vs.

BIKRAM CHOUDHURY, individually and as President of Bikram Choudhury Yoga Inc., Chairman and CEO of Bikram's Yoga College of India, L.P., and as President of Bikram, Inc., RAJASHREE CHOUDHURY, individually and as President of USA YOGA FEDERATION, Vice President of BIKRAM'S YOGA COLLEGE OF INDIA, L.P. and as Vice President of Bikram Inc., BIKRAM'S YOGA COLLEGE OF INDIA L.P., BIKRAM INC., USA YOGA FEDERATION, BIKRAM CHOUDHURY YOGA, INC., PETRA STARKE, individually and as President of Bikram's Yoga College of India, and DOES 1 through 25, inclusive,

Defendants.

Case No.:

BC512041

**COMPLAINT FOR DAMAGES**

1. **GENDER DISCRIMINATION**
2. **SEXUAL HARASSMENT**
3. **RETALIATION**
4. **FAILURE TO PREVENT & CORRECT DISCRIMINATION AND HARASSMENT**
5. **SEX-BASED DISCRIMINATION – UNRUH CIVIL RIGHTS ACT [CAL. CIVIL CODE §51]**
6. **UNFAIR COMPETITION [CAL. BUS. & PROF. CODE §17200 ET. SEQ.]**
7. **TORTIOUS INTERFERENCE WITH BUSINESS RELATIONSHIPS**
8. **DEFAMATION**
9. **INTENTIONAL INFLICTION OF EMOTIONAL DISTRESS**

10. **NEGLIGENT INFLICTION OF EMOTIONAL DISTRESS**
11. **NEGLIGENCE**
12. **NEGLIGENT HIRING, RETENTION & SUPERVISION**
13. **ASSAULT**
14. **WRONGFUL TERMINATION IN VIOLATION OF PUBLIC POLICY**
15. **BREACH OF CONTRACT**
16. **BREACH OF THE COVENANT OF GOOD FAITH & FAIR DEALING**
17. **FAILURE TO FURNISH WAGE & HOUR STAEMENTS [California Labor Code § 226]**
18. **FAILURE TO PAY EARNED WAGES UPON TERMINATION OF EMPLOYMENT [CAL. LABOR CODE §§ 201, 202, 203]**
19. **CONVERSION**
20. **FAILURE TO MAINTAIN ACCURATE PAYROLL RECORDS [CAL. LABOR CODE § 226]**
21. **RETALIATORY DISCHARGE [CAL. LABOR CODE § 98.6 *et. seq*]**
22. **VIOLATION OF THE BANE ACT [CAL. CIVIL CODE 52.1]**
23. **VIOLATION OF THE RALPH ACT [CAL. CIVIL CODE 51.7]**
24. **SEXUAL HARASSMENT IN VIOLATION OF THE UNRUH**

**CIVIL RIGHTS ACT [CAL. CIVIL CODE 51.9]**

**25. CIVIL CONSPIRACY**

---

Plaintiff MINAKSHI "MICKI" JAFA-BODDEN complains against Defendants BIKRAM CHOUDHURY, RAJASHREE CHOUDHURY, BIKRAM'S YOGA COLLEGE OF INDIA L.P., BIKRAM INC., USA YOGA FEDERATION, BIKRAM CHOUDHURY YOGA, INC., PETRA STARKE, and DOES 1 through 25 as follows:

**PARTIES**

1. Plaintiff MINAKSHI "MICKI" JAFA-BODDEN (hereinafter, "Jafa-Bodden," or "Plaintiff") was a resident of Beverly Hills, California in the County of Los Angeles at all times material to this complaint. Plaintiff holds advanced degrees in Legal Studies and Law including a Bachelor of Law Degree from University of Birmingham at Edgbaston, England and St. Aldates College, Oxford, England. Plaintiff served as Head of Legal and International Affairs for Bikram's Yoga College of India and performed services for Bikram Choudhury, Rajashree Choudhury and all of the listed entity defendants (BIKRAM'S YOGA COLLEGE OF INDIA L.P., BIKRAM INC., USA YOGA FEDERATION, and BIKRAM CHOUDHURY YOGA, INC., collectively referred to as "Bikram entities" or "entity defendants") from Spring, 2011 to March 1, 2013, when she was abruptly and unlawfully terminated. At all times herein relevant, each of the Bikram entities employed more than 5 employees within the State of California.

2. Defendant Bikram Choudhury (hereafter "Choudhury") is an individual and a resident of Beverly Hills, California in the County of Los Angeles at all times material to this complaint.

3. Defendant Rajashree Choudhury is an individual and a resident of Beverly Hills, California in the County of Los Angeles at all times material to this complaint.

4. Defendant Petra Starke (hereafter "Starke") is a resident of the State of

California and is employed in the County of Los Angeles by a Bikram entity.

5. Defendant BIKRAM'S YOGA COLLEGE OF INDIA was a California Limited Partnership and operated in the City and County of Los Angeles at all times material to this complaint.

6. Defendant BIKRAM INC. is a Delaware Corporation doing business in the State of California, County of Los Angeles.

7. Defendant BIKRAM CHOUDHURY YOGA, INC. is a California Corporation doing business in the State of California.

8. Defendant USA YOGA FEDERATION is a non-profit organization and entity doing business in the State of California which entity is founded and led by Defendant Rajashree Choudhury.

9. The true names and capacities, whether individual, corporate, associate or otherwise, of Defendants Does 1 through 25, are unknown to Plaintiff, who therefore sues said Defendants by such fictitious names. Plaintiff will amend this Complaint by inserting the true names and capacities of each such Defendant, with appropriate charging allegations, when they are ascertained. Plaintiff is informed and believes and thereon alleges that each of the Defendants designated herein as a "Doe" is responsible in some manner for the injuries suffered by Plaintiff and for damages proximately caused by the conduct of each such Defendant as herein alleged.

10. Plaintiff is informed and believes and thereon alleges that at all times material to this Complaint, Defendant and each of the defendants fictitiously named in this Complaint, in addition to acting for himself, herself or itself, and on his, her or its own behalf individually, is and was acting as the agent, servant, employee and representative of, and with the knowledge, consent and permission of, and in conspiracy with each and all of the defendants and within the course, scope and authority of that agency, service, employment, representation and conspiracy. Plaintiff further alleges on information and belief that the acts of each of the defendants were fully ratified by each and all of the defendants. Specifically,

and without limitation, Plaintiff alleges on information and belief that the actions, failures to act, breaches, conspiracy and misrepresentations alleged herein and attributed to one or more of the specific defendants were approved, ratified and done with the cooperation and knowledge of each and all of the defendants.

11. The allegations of this Complaint stated on information and belief are likely to have evidentiary support after a reasonable opportunity for further investigation and discovery.

## VENUE

12. Venue is proper in Los Angeles County because the Bikram entity Defendants conduct business in this county, or have done business during the times related herein, in the City and County of Los Angeles. Defendant Bikram Choudhury, individually and as a managing agent of the Bikram entity defendants, committed acts causing harm to Plaintiff primarily in the State of California. Defendant Rajashree Choudhury, individually and as a managing agent of the Bikram entity defendants, committed acts causing harm to Plaintiff primarily in the State of California. Defendant Petra Starke as an employee and managing agent of the Bikram entity defendants, committed acts causing harm to Plaintiff primarily in the State of California.

## EXHAUSTION OF ADMINISTRATIVE REMEDIES

13. On or about June 11th, 2013, plaintiff filed a charge of discrimination, retaliation and harassment with the Department of Fair Employment and Housing ("DFEH"). On or about June 11th, 2013, plaintiff received a Notice of Case Closure, together with a Right-To-Sue Notice, a copy of which is attached hereto as Exhibit A.

## SUMMARY OF FACTS & CLAIMS

14. In or about Spring of 2011, Plaintiff was induced to leave her job in India to come to Los Angeles and work for Defendant Bikram Choudhury and the Bikram entities.

15. She was offered and accepted a three-year contract with a starting annual salary of $125,000.00. (Exhibit B hereto is a true and correct copy of Bikram Choudhury's August 30. 2011 offer letter).

16. In March 2011, Plaintiff relocated her home and her young daughter from Delhi, India in to Los Angeles, California to serve as Head of Legal and International Affairs for Bikram Choudhury and the Bikram entities.

17. Despite the promise and contract to pay a starting annual salary of $125,000.00, Defendants failed to pay Plaintiff as agreed.

18. From almost the beginning of her employment Plaintiff was subject to severe, ongoing, pervasive and offensive conduct by Defendant Bikram Choudhury. Such conduct included, among other things:

- Bikram Choudhury repeatedly referring to women, including female employees and others as "bitches," "fucking bitches," "fat bitches" and "stupid bitches;"
- Bikram Choudhury repeatedly made offensive and vulgar sexual gestures including placing his fingers in a circle and inserting the fingers of his other hand into them, simulating intercourse; licking his fingers, sticking his fingers in the air and licking them, simulating oral sex;
- Bikram Choudhury repeatedly made disparaging remarks about single mothers, including myself, and stated to a co-worker "make sure we don't hire single women with kids in the future;"
- Bikram Choudhury created a hyper-sexualized, offensive and degrading environment for women by, among other things, demanding that female staffers brush his hair and give him massages. Plaintiff was often required to conduct business meetings with Bikram Choudhury while he was receiving such massages. Plaintiff was on a number of occasions required to meet Bikram Choudhury in his hotel room typically at night. During one such meeting, Bikram Choudhury climbed into bed, and patted the bedspread next to him (indicating

to Plaintiff to come and sit/lie down next to him in the bed). Plaintiff moved away from Choudhury and the bed and went and sat at a desk to conduct a telephone conference.

- Bikram Choudhury frequently leered at female staffers and others, and often stared at and remarked on their physical attributes, including stating such offensive comments as "that bitch is too skinny," or – to Plaintiff's assistant "you look good sweetheart but what shall we do about her [gesturing to Plaintiff] she is still too fat."
- Bikram Choudhury made outrageous and offensive comments about homosexuals, including "AIDS is caused by gays, it is the truth," and "but these fucking asshole guys love me, they love Bikram;"
- Bikram Choudhury made outrageous and offensive comments about African Americans, including "these blacks just don't get my yoga;" He also targeted African American studio owners and students, treating them differently than non-African American owners/students.
- Bikram Choudhury made outrageous and offensive comments about Jewish people, including saying Hitler had the right idea, but that he "was just not efficient enough. If he was more efficient, all these fucking Jews would be finished;"
- Bikram Choudhury frequently brought his mistress to the workplace and flaunted her, despite the fact that he knew this made me extremely uncomfortable given my close relationship with his wife, Rajashree Choudhury. Bikram Choudhury pressured Plaintiff into secretly purchasing a property in Hawaii for his mistress.
- Bikram Choudhury repeatedly to female yoga studio owners as "bitches;" and referred to one particular female studio owner in Los Angeles as "that fucking stupid Korean bitch;"
- Bikram Choudhury often would call for young women yoga students/trainees to be brought up to his hotel room. When Plaintiff objected to this practice out of concern for the safety and security of the young women, she was retaliated against and pushed out of Bikram Choudhury's "inner circle." One such example of Bikram Choudhury's predatory and illegal

behavior took place during the Spring 2012 Teacher Training in Los Angeles at the Radisson Hotel. One young female trainee asked for permission to go home because she felt intimidated and shocked by the sexually charged atmosphere. One of Bikram's senior staffers refused to let her leave, telling her that she must FIRST go to Bikram's hotel room that night and talk to him. Once Plaintiff learned of this, she immediately instructed staff that this was not permissible or appropriate and that it must never happen again.

- Bikram Choudhury also permitted and encouraged his male friends from overseas to treat his female staff and students as if they were chattels there for his and his friend's enjoyment, sexual gratification and pleasure.
- Bikram Choudhury also pressured

The foregoing is just a sample of Defendant Bikram Choudhury's improper, illegal, wrongful conduct, and not an exhaustive list.

19. Plaintiff attempted to investigate an incident that was reported by a female student seeking readmission to the Fall 2012 Teacher Training, which involved her claim that she had been raped at an earlier Training (Plaintiff believes Spring 2012) and had been sent home. Plaintiff was told to stay out of it and not investigate.

20. Plaintiff also attempted to investigate the mistreatment of another female student trainee at the Fall 2012 Teacher Training by a friend of Bikram Choudhury's and another male trainee. During that investigation, Plaintiff withheld the male trainee's teaching certificate pending the outcome of the investigation. When Bikram Choudhury found out that Plaintiff was investigating the incident and had withheld the male trainees' certificate, Bikram angrily demanded that Plaintiff stop her investigation and give him his certificate, stating "those boys didn't do nothing to that stupid girl."

21. Another female staffer reported to Plaintiff that a female trainee in Acapulco reported that Bikram had done something "of a sexual nature" to her during that training. Thereafter, Plaintiff was later told that it was "resolved" and that it was "best" if she "not look into it any further."

22. When former CEO Mark Sacks was fired, all of his duties were pushed onto Plaintiff, with no additional compensation or assistance.

23. Plaintiff also was treated in an offensive and threatening way by Bikram Choudhury's driver, Sando Panday. As but one example of this, when Plaintiff instructed Panday that the temperature in the yoga room must not exceed 105 degree Fahrenheit (which had reached 120 degrees on numerous occasions which caused complaints and created a dangerous and unsafe condition for those in the room), Panday screamed at Plaintiff "Bikram said to tell you to mind your own fucking business." Plaintiff complained about this attack to Rajashree Choudhury and to another individual. Nothing was done, and Plaintiff was further marginalized and retaliated against for daring to question Bikram Choudhury.

24. In or about February, 2012, Bikram Choudhury's conduct, harassment, discrimination and retaliation escalated, and Bikram threatened to have Plaintiff put in jail because he was apparently displeased with the way she handled an endorsement deal (which he later then complimented Plaintiff on, saying it was a great business deal for him and requested repeatedly that Plaintiff "put the water deal back together."

25. In Summer 2012, when Plaintiff explained to Bikram Choudhury that he was compelled by a Court to present himself for a deposition, he yelled at her and berated her stating "I am famous. Famous people don't do fucking depositions" and he referred to Plaintiff's lawyer in that case as "that fucking bitch."

26. In or about November, 2012, Defendant Petra Starke first began appearing and getting involved in the Bikram entities business dealings and attending business meetings. Plaintiff questioned whether this was not a conflict of interest and potentially illegal conduct given that Ms. Starke was then employed by the U.S. Government as White House Counsel. Plaintiff's concerns were ignored.

27. Plaintiff believes, and on that basis alleges, that Defendant Petra Starke was engaged in the business and business dealings of Bikram Choudhury and the Bikram entities at the same time she was employed by the U.S. Government as Counsel to the White House.

Numerous documents and records, including telephone records and electronic communications, show this involvement. Plaintiff believed that this was ethically improper and possibly criminal conduct and expressed her concerns to Defendants but those concerns were ignored.

28. Defendant Bikram Choudhury also engaged in physically intimidating and threatening conduct, including pointing his finger in the shape of a gun and demonstrating like he was shooting Plaintiff.

29. Defendant Rajashree Choudhury (an Officer of various Bikram Entity Defendants named herein) knew that much of this abusive, illegal, threatening, harassing and discriminatory conduct was taking place but she did nothing to prevent or curtail it. She also knew that young female yoga trainees and students were potential victims of her husband Bikram Choudhury and endangered by his presence, and in fact discussed that very subject with Plaintiff, but she did nothing whatsoever to prevent or restrain her husband.

30. During the course of coordinating the defense of Bikram Choudhury and the Bikram entities in other lawsuits, Plaintiff kept Bikram Choudhury up to date on the litigation and status. At one such time, when Plaintiff informed Bikram Choudhury that a witness had testified in a manner that was unhelpful to him and was "against" him, Bikram demanded that Plaintiff contact the witness and intimated that she should be pressured to keep quiet. When Plaintiff refused, Bikram became angry and further retaliated against Plaintiff.

31. Defendant Bikram Choudhury also made threatening statements about a Federal Court Judge who issued a ruling that was unfavorable to Bikram Choudhury and the Bikram entities. Defendant Bikram Choudhury made references to having the Judge "taken out" and "removed," and "fixed." Bikram Choudhury stated – in the presence of witnesses including Rajashree Choudhury and Petra Starke that he would "handle [the Judge] his own way."

32. Defendant Bikram Choudhury also directed Plaintiff to begin a smear campaign against a male studio owner that he was involved in a lawsuit with. Bikram Choudhury told Plaintiff that she needed to accuse that studio owner of sexual misconduct, including being a "rapist." Plaintiff refused and the retaliation against her continued to escalate.

33. When Plaintiff told Bikram Choudhury that certain of his "marketing" materials likely constituted false advertising, she was further retaliated against.

34. At or about the end of 2012, in or about November, Plaintiff complained to Rajashree Choudhury that Bikram Choudhury was becoming more and more abusive. Defendant Rajashree Choudhury stated that Bikram was telling people that Plaintiff was "having an affair" with one of the attorneys she had retained to do work defending Bikram and the Bikram entities.

35. Also at or near the end of 2012, Plaintiff became increasingly vocal about the fact that she was not being paid as agreed upon despite the fact that she had been working for almost 2 years.

36. All of the retaliation, harassment and discrimination against Plaintiff came to a head on March 1st, 2013, when she was terminated. The afternoon of March 1st, 2013, Plaintiff was told by Bikram that she could not go home early that day (she normally went and picked her daughter up from school which Bikram knew). At approximately 6:00 p.m., Plaintiff was summoned to Bikram Choudhury's office by Defendant Petra Starke. During that meeting, Plaintiff was told "we have decided to terminate you immediately," and "we will withdraw your green card sponsorship." She was then told that she could either resign immediately, or be fired. During this "meeting" Bikram Choudhury accused Plaintiff of having a sexual relationship with one of the attorneys hired to defend Bikram and the Bikram entities (Robert Gilchrest), and Bikram made a sexual gesture stating that Plaintiff and "Bob" were "closer than husband and wife." Plaintiff stated that she did not want to resign. Plaintiff was again told that if she did not resign immediately, right then, she would be terminated and that it "would be very bad for her." The entire environment was extremely hostile and threatening, and Plaintiff feared for her own safety as well as the safety of her daughter. She was then ordered to go to her "room" and type her resignation letter. Plaintiff stated that she would hand write it, which she did, handing it to Petra Starke.

37. Shortly after she was terminated/forced to resign, Defendants evicted Plaintiff from her home and repossessed her car without her knowledge or permission.

38. The Bikram entity defendants, and individual defendants knew or should have known about Bikram Choudhury's propensity to engage in discriminatory and harassing conduct against women. In fact, the subject of the risk posed to young girls by Bikram Choudhury was specifically discussed with and known to his wife, Defendant Rajashree Choudhury. Defendant Rajashree Choudhury asked Plaintiff to keep Bikram Choudhury away from a yoga competition being held in New York in 2013 (as well as in prior years) because of a concern for the safety and well being of the young girls if Bikram Choudhury were permitted to be around them.

39. Defendants Petra Starke and Rajashree Choudhury engaged in a civil conspiracy with Bikram Choudhury and others to keep Bikram Choudhury's illegal conduct from being discovered and in an effort to retaliate against anyone who attempted to speak up against it or bring it to light. Defendant Bikram Choudhury and other defendants have engaged in a campaign of civil conspiracy that began when Plaintiff objected to illegal conduct and when Plaintiff attempted to uncover the truth of various allegations of sexual misconduct leveled against Bikram Choudhury.

As a direct consequence of these unlawful acts, Plaintiff has suffered economic, consequential, and other damages, all to her detriment. Defendants' actions forced Plaintiff to hire attorneys and file suit and she, therefore, has incurred and will continue to incur substantial attorneys fees and costs.

## FIRST CAUSE OF ACTION

### (GENDER DISCRIMINATION – Against Defendants BIKRAM'S YOGA COLLEGE OF INDIA, L.P., BIKRAM INC., USA YOGA FEDERATION, BIKRAM CHOUDHURY YOGA, INC. and DOES 1 through 25 )

40. The allegations set forth in paragraphs 1 through 39 above are re-alleged and incorporated herein by reference as if fully set forth.

41. Plaintiff is and was, at all time material herein, a female and therefore protected under California's Fair Employment and Housing Act, *California Government Code, §12940 et seq.* Plaintiff exhausted her administrative remedies and obtained a Right-To-Sue letter as required by the FEHA.

42. Defendants, at all material times herein, were Plaintiff's employers subject to the requirements of the FEHA, and had a duty under the FEHA not to discriminate against plaintiff based on her gender.

43. Defendants know that Plaintiff is female but, in violation of FEHA, discriminated against plaintiff and harassed her by subjecting her and her female co-workers to hostile and offensive comments and conduct, treating her unfavorably and adversely compared to similarly situated male employees, and by denying her pay and benefits as promised.

44. Defendants' acts in discriminating against plaintiff based on her gender was wanton, willful, intentional, malicious, oppressive and betrayed a reckless disregard for the rights and sensibilities of plaintiff, thus entitling plaintiff to an award of punitive damages.

45. As a direct and proximate result of defendants' discrimination against plaintiff based on gender, plaintiff has sustained and continues to sustain injury in the form of loss of pay and benefit, emotional distress, humiliation, embarrassment and mental anguish, all to her damages in an amount to be established at trial, but exceeding, in any event, the minimum amount needed to qualify for assignment to the Unlimited Jurisdiction calendar of this Court.

## SECOND CAUSE OF ACTION

**(SEXUAL HARASSMENT – Against Defendants BIKRAM CHOUDHURY, BIKRAM'S YOGA COLLEGE OF INDIA, L.P., BIKRAM INC., USA YOGA FEDERATION, BIKRAM CHOUDHURY YOGA, INC. and DOES 1 through 25)**

46. The allegations set forth in paragraphs 1 through 45 above are re-alleged and incorporated herein by reference as if fully set forth.

47. Plaintiff is and was, at all time material herein, a woman and therefore protected under California's Fair Employment and Housing Act, *California Government Code, §12940 et seq.* Plaintiff exhausted her administrative remedies and obtained a Right-To-Sue letter as

required by the FEHA. *California Government Code* §12940 (j) prohibits an employer or any person from harassing any employee on the basis of, among other categories, gender. Defendants violated §12940 (j) when they harassed Plaintiff on the basis of her gender and took other adverse actions against Plaintiff based on her gender as set forth hereinabove.

48. Defendants' acts in harassing plaintiff based on her gender were wanton, willful, intentional, malicious, oppressive and betrayed a reckless disregard for her rights and the sensibilities of plaintiff, thus entitling plaintiff to an award of punitive damages.

49. As a direct and proximate result of defendants' harassment of plaintiff based on her gender, plaintiff has sustained and continues to sustain injury in the form of loss of pay and benefits, emotional distress, humiliation, embarrassment and mental anguish, all to her damage in an amount to be established at trial, but exceeding, in any event, the minimum amount needed to qualify for assignment to the Unlimited Jurisdiction calendar of this Court.

## THIRD CAUSE OF ACTION

**(RETALIATION – Against All Defendants)**

50. The allegations set forth in paragraphs 1 through 49 above are re-alleged and incorporated herein by reference as if fully set forth.

51. Plaintiff complained of acts she reasonably believed were discriminatory and unlawful as set forth hereinabove, and she attempted to investigate claims of discriminatory and possibly illegal conduct and treatment by Bikram Choudhury directed at women.

52. Defendants at all times herein, were subject to the requirements of the FEHA and had a duty under FEHA to not retaliate against plaintiff based on her complaints of acts she reasonably believe were discriminatory and unlawful. *California Government Code, §12940(h)(m) and (l).*

53. Defendants knew that plaintiff had complained of acts she reasonably believed were discriminatory and/or harassing and/or unlawful, but, in violation of FEHA, these defendants retaliated against plaintiff by ostracizing her, unfairly criticizing her work

performance, failing to pay her wages due and, eventually, forcing her to resign or be terminated as set forth more fully hereinabove.

54. Defendants' acts in retaliating against plaintiff for objecting to illegal, discriminatory and harassing conduct were wanton, willful, intentional, malicious, oppressive and betrayed a reckless disregard for the rights and sensibilities of plaintiff, thus entitling plaintiff to an award of punitive damages.

55. As a direct and proximate result of defendants' unlawful retaliation against plaintiff, plaintiff sustained and continues to sustain injury in the form of loss of pay and benefits, emotional distress, humiliation, embarrassment and mental anguish, all to her damage in an amount to be established at trial, but exceeding, in any event, the minimum amount needed to qualify for assignment to the Unlimited Jurisdiction calendar of this Court.

## FOURTH CAUSE OF ACTION

**(FAILURE TO PREVENT DISCRIMINATION & HARASSMENT – Against BIKRAM'S YOGA COLLEGE OF INDIA, L.P., BIKRAM INC., USA YOGA FEDERATION, BIKRAM CHOUDHURY YOGA, INC. and DOES 1 through 25)**

56. The allegations set forth in paragraphs 1 through 55 above are alleged and incorporated herein by reference as if fully set forth.

57. Plaintiff is informed and believes and thereon alleges that Defendants named herein failed to take all steps reasonably necessary to prevent discrimination and harassment from occurring. Such conduct violates *Government Code, §12940(k)*.

58. Such failure to act in violation of FEHA caused Plaintiff to be harassed and discriminated against, as set forth more fully hereinabove.

59. Defendant's conduct legally and directly caused Plaintiff to suffer damages, including but not limited to, emotional distress damages, in excess of the minimum jurisdiction of this Court subject to proof at the time of trial.

60. The aforepled conduct constitutes oppression, fraud or malice thereby entitling plaintiff to an award of punitive damages. Defendants, acting through an officer, director or

managing agent authorized or ratified the aforepled conduct giving rise to punitive damages, or was personally guilty of oppression, fraud or malice.

## FIFTH CAUSE OF ACTION

**(SEX BASED DISCRIMINATION IN VIOLATION OF THE UNRUH CIVIL RIGHTS ACT [CAL. CIVIL CODE §51] - Against BIKRAM'S YOGA COLLEGE OF INDIA, L.P., BIKRAM INC., USA YOGA FEDERATION, BIKRAM CHOUDHURY YOGA, INC. and DOES 1 through 25)**

61. Plaintiff incorporates by reference as though fully set forth herein, each and every allegation set forth above in this Complaint. As a fifth, separate and distinct cause of action, Plaintiff complains against Defendants as follows:

62. Civil Code section 51, et seq., also known as "The Unruh Act," provides that all persons in the state are entitled to the "full and equal accommodations, advantages, facilities, privileges, or services in all business establishments of every kind whatsoever," regardless of sex.

63. Plaintiff is informed and believed and thereon alleges that the aforementioned conduct of defendants, and each of them, denied, aided, or incited in a denial of, discriminated or made a distinction that denied plaintiff full and equal advantages, privileges, and services to Plaintiff, based solely upon plaintiff's sex, and therefore constituted a violation of the Unruh Act.

64. As a proximate result of the wrongful actions of defendants, and each of them, Plaintiff has suffered harm, including but not limited to, lost earnings and other employment benefits, loss of future employment benefits, including insurance and pension, humiliation, embarrassment, mental anguish, and physical harm, all in an amount to be proven at trial but exceeding the minimum jurisdictional limits of this court.

65. Plaintiff is further informed and believes, and based thereon alleges, that defendants, and each of them, acted and continue to act, with full knowledge of the consequences and damage being caused to plaintiff, by defendants' actions, and defendants'

actions were, and are, willful, oppressive, and malicious. Accordingly, plaintiff is entitled to punitive damages against defendants, and each of them, in a sum according to proof at trial.

## SIXTH CAUSE OF ACTION

**(UNFAIR COMPETITION [CAL. BUS. & PROF. CODE § 17200] - Against BIKRAM'S YOGA COLLEGE OF INDIA, L.P., BIKRAM INC., USA YOGA FEDERATION, BIKRAM CHOUDHURY YOGA, INC. and DOES 1 through 25)**

66. Plaintiff incorporates by reference as though fully set forth herein, each and every allegation set forth above in this Complaint. As a sixth, separate and distinct cause of action, Plaintiff complains against Defendants as follows:

67. The court has jurisdiction over this action pursuant to Business and Professions Code section 17200 et seq., specifically Business and Professions Code section 17203, which provides that any person who engages, has engaged, or proposes to engage in unfair competition may be enjoined in any court of competent jurisdiction; and the court may make such orders or judgments, including the appointment of a receiver, as may be necessary to prevent the use or employment by any person of any practice which constitutes unfair competition, or as may be necessary to restore to any person in interest any money or property, real or personal, which may have been acquired by means of such unfair competition; and Business and Professions Code Section 17204, which provides for actions for any relief pursuant to the Unfair Competition Law to be prosecuted exclusively in a court of competent jurisdiction by any board, officer, person, corporation or association or by any person acting for the interests of itself, or its members and that has suffered an injury in fact and lost money or property as a result of Defendant's conduct.

68. Defendants have engaged in, and continue to engage in the following unlawful, unfair and/or fraudulent business practices in violation of Section 17200 of the California Business and Professions Code: sex based discrimination in violation of Civil Code section 51, et. Seq.; sexual harassment and gender discrimination in violation of section 21940 *et seq* of the California Government Code; defamation; civil conspiracy, intentional infliction of emotional

distress; negligent infliction of emotional distress; failure to pay wages due and owing; failure to provide itemized wage statements as required by law; failure to maintain accurate payroll records; retaliatory firing of plaintiff; and negligence.

69. As a direct, proximate, and foreseeable result of Defendant's wrongful conduct as alleged above, Defendant's business acts or practices have caused injury to the Plaintiff and the public. Plaintiff is entitled to relief, including full restitution and/or disgorgement of all revenues, earnings, profits, compensation and benefits that may have been obtained by Defendants as a result of such business acts or practices.

70. Plaintiff is informed and believes and based thereon alleges that Defendant's illegal acts as described above are a serious and continuing threat to Plaintiff and the public. If Defendant is allowed to continue its unfair and unlawful acts, Plaintiff and the public will suffer further immediate and irreparable injury, loss and damage. Plaintiff is further informed and believes, and based thereon alleges, that, in the absence of a temporary restraining order and preliminary and permanent injunctions as prayed for below, Defendant will continue to unfairly and unlawfully compete.

## SEVENTH CAUSE OF ACTION

## (TORTIOUS INTERFERENCE WITH BUSINESS RELATIONSHIPS - Against All Defendants)

71. Plaintiff, individually, incorporates by reference as though fully set forth herein, each and every allegation set forth above in this Complaint. As a seventh, separate and distinct cause of action, Plaintiff complains against Defendants as follows:

72. Between March 2011 and March 2013, Plaintiff was Head of Legal and International Affairs for Defendant Bikram Choudhury and the Bikram entities, and was engaged in that work and relationship pursuant to numerous written agreements and a contract. That relationship conferred a financial benefit upon Plaintiff.

73. Defendants knew of the above-described contracts and financial relationships existing between Plaintiff and the Defendants.

74. Starting in 2012 and continuing to March 1, 2013, Defendant engaged in a number of acts designed to intentionally disrupt the economic relationship between Plaintiff and Defendant and between Plaintiff and her former colleagues in India, including Som Mandal. In particular, as but one example, Defendant defamed Plaintiff by falsely accusing her of having a sexual relationship with an attorney representing Bikram Choudhury and the Bikram entities.

75. This conduct was wrongful for reasons other than that it constituted interference with a prospective economic advantage. The conduct also violated the Unruh Civil Rights Act, Civil Code section 51 et seq.; Business and Professions Code section 17200 (Unfair/Unlawful Competition), section 12940 of the California Government Code, constituted an unlawful civil conspiracy; was defamatory; constituted intentional and/or negligent infliction of emotional distress; and was negligent.

76. This conduct prevented Plaintiff from earning money that she otherwise would have earned pursuant to that agreement and those contracts.

77. As a result of Defendant's conduct and the prevention and/or disruption of the contract between Plaintiff and Defendants, Plaintiff has suffered damages in an amount to be proved at trial.

78. The aforementioned acts of Defendant were willful and oppressive or fraudulent or malicious. Plaintiff is therefore entitled to punitive damages.

79. Defendants threaten to, and unless restrained, will continue to disrupt other business relationships between Plaintiff and potential employers, to Plaintiff's great irreparable injury, for which damages would not afford adequate relief, in that they would not completely compensate for the injury to Plaintiff's business reputation and goodwill.

## EIGHTH CAUSE OF ACTION

**(DEFAMATION - Against All Defendants)**

80. Plaintiff incorporates by reference as though fully set forth herein, each and every allegation set forth above in this Complaint. As an eighth, separate and distinct cause of action, Plaintiff complains against Defendants as follows:

81. Plaintiff is informed and believes, and therefore alleges, that Defendants, recklessly and intentionally caused excessive and unsolicited internal and external publications of defamation, of and concerning Plaintiff, to third persons. These false and defamatory statements included express and implied accusations that Plaintiff was incompetent in her work, profession or trade and that she was engaging in improper and unethical sexual conduct with another attorney.

82. These statements were defamatory *per se* insofar as they related to Plaintiff's qualifications in her profession and trade.

83. While the precise date of all these publications are not known to Plaintiff, Plaintiff is informed and believe that these various publications started in or about Fall of 2012 and continued to the present, and that it was foreseeable that they would be re-published by the Defendants and the non-privileged third parties to whom Defendants spread the defamatory statements.

84. During the above-described time-frame, Defendants did negligently, recklessly and intentionally cause excessive and unsolicited publication of defamation, of and concerning Plaintiff, to third persons who had no need or desire to know. Those third persons to whom Defendants published this defamation are believed to include, but are not limited to the other Defendants named in this Action, and each of them, as well as the Doe Defendants.

85. The defamatory publications consisted or oral, knowingly false and unprivileged communications, tending directly to injure Plaintiff and her personal, business and professional reputation and to cast her in a false light.

86. In addition, Plaintiff has been compelled to self-disclose this false information and these untrue statements. Plaintiff is informed and believes that because of the negligent, reckless, and intentional publications made by Defendants, and each of them, that it was foreseeable that these statements would be published and re-published.

87. Plaintiff is informed, believes and fears that these unprivileged defamatory statements will continue to be published by Defendants and will be re-published by their recipients, all to the ongoing harm and injury to Plaintiff's business, professional and personal reputation.

88. The defamatory meaning of all the above-described, false and defamatory statements and their reference to Plaintiff was understood by Defendants. These statements were false and were understood as assertions of fact, and not as opinion.

89. Each of these false defamatory *per se* publications (as set forth above) were negligently, recklessly, and intentionally published in a manner equaling malice and abuse of any alleged conditional privilege. These publications, and each of them, were made with hatred, ill will, and an intent to vex, harass, annoy, and injure Plaintiff in order to justify the illegal and cruel actions of Defendants and to cause further damage to Plaintiff's professional and personal reputation, for the purpose of causing Plaintiff to be terminated and in retaliation for her reporting and opposing discrimination and harassment.

90. Each of these publications by Defendants was made with the knowledge that no investigation supported the unsubstantiated and false statements. Defendants published these statements knowing them to be false and unsubstantiated by any reasonable investigation.

91. Not only did Defendants have no reasonable basis to believe these statements, Defendant also had no belief in the truth of these statements and, in fact, knew the statements to be false.

92. Defendants committed the despicable acts as herein alleged maliciously, fraudulently, and oppressively, with the wrongful intent of injuring Plaintiff, and have acted with an improper and evil motive amounting to malice, and fraud and in conscious disregard of

Plaintiff's rights. Because the despicable acts taken toward Plaintiff were carried out in a deliberate, cold, callous and intentional manner in order to injure and damage Plaintiff, she is entitled to recover punitive damages from Defendants in an amount according to proof.

## NINTH CAUSE OF ACTION

**(INTENTIONAL INFLICTION OF EMOTIONAL DISTRESS - Against All Defendants)**

93. Plaintiff incorporates by reference as though fully set forth herein, each and every allegation set forth above in this Complaint. As a ninth, separate and distinct claim for relief, Plaintiff complains against Defendants:

94. This is an action for, among other things, damages pursuant to the common law of the State of California as mandated by the California Supreme Court in the decision of *Rojo v. Kliger* (1990) 52 Cal. 3d 65.

95. Defendants engaged in the extreme and outrageous conduct herein above alleged with wanton and reckless disregard of the probability of causing Plaintiff to suffer severe emotional distress.

96. As a proximate result of the extreme and outrageous conduct engaged in by Defendant, Plaintiff suffered humiliation, mental anguish and extreme emotional and physical distress all to her general damage in an amount according to proof at trial.

97. Defendants' conduct as herein alleged was malicious and oppressive in that it was conduct carried on by Defendants in a willful and conscious disregard of Plaintiff's rights and subjected her to cruel and unjust hardship. Plaintiff is therefore entitled to an award of punitive damages against Defendants.

98. As a direct, foreseeable and legal result of Defendants' unlawful acts, Plaintiff has suffered and continues to suffer substantial losses in earnings, bonuses and other employment benefits, in addition to expenses incurred in obtaining alternative employment, and has suffered and continue to suffer humiliation, embarrassment, severe mental and emotional distress, and discomfort, all to Plaintiff's damage in an amount to be proven at trial.

## TENTH CAUSE OF ACTION

**(NEGLIGENT INFLICTION OF EMOTIONAL DISTRESS - Against All Defendants)**

99. Plaintiff, individually, incorporates by reference as though fully set forth herein, each and every allegation set forth above in this Complaint. As a tenth, separate and distinct cause of action, Plaintiff complains against Defendants as follows:

100. Defendants owed Plaintiff a duty of care not to cause her emotional distress.

101. Defendants breached this duty of care by way of their own conduct as alleged hereinabove.

102. Defendants' conduct starting in 2011 and continuing in the present has caused Plaintiff emotional distress.

103. As a proximate result of Defendants' extreme and outrageous acts, Plaintiff has suffered emotional distress, humiliation and embarrassment.

104. Defendants' conduct has caused and continues to cause Plaintiff substantial losses in earnings, significant reputation and professional injury, medical expenses, future earnings and benefits, costs of suit, embarrassment and anguish, all to her damage in an amount according to proof.

## ELEVENTH CAUSE OF ACTION

**(NEGLIGENCE - Against All Defendants)**

105. Plaintiff incorporates by reference as though fully set forth herein, each and every allegation set forth above in this Complaint. As an eleventh, separate and distinct cause of action, Plaintiff complains against Defendants as follows:

106. Defendants and Does 1-25 inclusive, in their individual and official capacities, owed a duty to Plaintiff to protect her from foreseeable harm and damage, and Defendants, and each of them, committed the negligent actions and/or negligent failures to act, as set forth herein above and those acts proximately cause the emotional, physical and financial injuries inflicted upon plaintiff.

107. Plaintiff brings this action and claim for damages from said Defendants for negligent actions and failures to act, and the resulting injuries and damages.

## TWELFTH CAUSE OF ACTION

**(NEGLIGENT HIRING, RETENTION & SUPERVISION – Against BIKRAM'S YOGA COLLEGE OF INDIA, L.P., BIKRAM INC., USA YOGA FEDERATION, BIKRAM CHOUDHURY YOGA, INC. and DOES 1 through 25 )**

108. Plaintiff incorporates by reference as though fully set forth herein, each and every allegation set forth above in this Complaint. As an eleventh, separate and distinct cause of action, Plaintiff complains against Defendants as follows:

109. At all times relevant the defendant Bikram Choudhury was employed by the Defendant Bikram entities. Defendant Bikram entities owed a duty to plaintiff as an employee to adequately investigate Bikram Choudhury before hiring him, not to retain Bikram Choudhury once they learned he was incompetent or unfit, adequately supervise Bikram Choudhury and adequately train him.

110. Defendants breached said duties of care by hiring and retaining Bikram Choudhury, despite their actual or imposed knowledge that he had engaged in sexually inapprorpriate conduct in the past, including sexual harassment, sex discrimination, and various other assaults and attacks upon women.

111. Plaintiff is further informed and believes and thereon alleges that Defendants also negligently supervised and trained Bikram Choudhury by allowing him to engage in the aforepled conduct. Not only was Bikram Choudhury not disciplined in any way that might have curtailed his conduct, his conduct was sanctioned and condoned by those that were in leadership and management roles in his organizations, including but not limited to Defendant Rajashree Choudhury.

117. Defendants are liable for the conduct of Bikram Choudhury because they ratified said conduct by continuing to employ him despite their knowledge of his propensities, failing to fully investigate the plaintiff's complaints and/or discipline Bikram Choudhury, and retaining the him in a leadership and management role.

118. As a proximate result of this negligence as aforepled, plaintiff has been injured and continues to suffer injury, damage and harm all to her detriment.

## THIRTEENTH CAUSE OF ACTION

### (ASSAULT – Against DEFENDANT BIKRAM CHOUDHURY)

119. Plaintiff realleges and incorporates paragraphs 1 through 118 as though fully set forth herein.

120. Defendant Bikram Choudhury repeatedly acted in a manner that was physically threatening and intimidating to Plaintiff. In or about June 2012, when at a car show, Defendant Bikram Choudhury screamed at Plaintiff "who gave her my fucking bag?" and he grabbed at Plaintiff and yanked the bag from her. On another occasion Bikram Choudhury glared at Plaintiff and made a slicing gesture across his throat, demonstrating or suggesting to Plaintiff that he would slit her throat if she did not do what he had directed. On a this occasion, Defendant Bikram Choudhury pointed his hand at Plaintiff in the manner of a gun, gesturing to indicate that we was shooting at Plaintiff. The defendant, Bikram Choudhury, in undertaking the acts set forth above placed the plaintiff in apprehension of a harmful or offensive contact. This is particularly true given Defendant Bikram Choudhury's other threats and conduct and Plaintiff's understanding and belief that he had the ability to carry them out. As but one example, Bikram Choudhury bragged about having assaulted a realtor, punched him in the face, broken his teeth and "punched him out." Plaintiff often heard Bikram Choudhury say angrily to people "don't fuck with me!" and she had been told by a woman who shared commercial space next to Bikram that he had physically threatened her and was "behaving like a gangster." This is an illustrative, not exhaustive, list of assaultive conduct by Bikram Choudhury.

121. Plaintiff is informed and believes and thereon alleges that the defendant Bikram Choudhury intended to and did place plaintiff in apprehension of a harmful or offensive contact, and that defendant Bikram Choudhury had the ability to injure or harm plaintiff.

122. As a proximate result of this conduct all as aforepled, plaintiff did suffer and continues to suffer severe emotional distress all to her general damages in an amount in excess of the minimum jurisdiction of the court and according to proof.

## FOURTEENTH CAUSE OF ACTION

**(WRONGFUL TERMINATION IN VIOLATION OF PUBLIC POLICY – Against BIKRAM'S YOGA COLLEGE OF INDIA, L.P., BIKRAM INC., USA YOGA FEDERATION, BIKRAM CHOUDHURY YOGA, INC. and DOES 1 through 25)**

123. Plaintiff re-alleges and incorporates by this reference, as if set forth in full, each and every allegation contained in paragraphs 1 through 122, inclusive, as set forth above.

124. By retaliating against and eventually terminating plaintiff for her complaints to Defendants regarding her reasonable beliefs of illegal conduct and for her refusal to go along with illegal conduct and for her attempts to prevent illegal and unsafe conduct from occurring (such as Bikram Choudhury being left alone in hotel rooms with female trainees), Defendants violated the public policies of the State of California, as those policies are designed to ensure that employees may work in safe and healthful working conditions free from danger to their lives, safety or health and shall not be retaliated against for making complaints when they reasonably believe that laws are being violated, including, but not limited to, California *Labor Code* §§6300, 6306, 6405 and 6406(b) related to health and safety in the workplace. *See, Franklin v. Monadnock Co.* 151 Cal.App.4th 252, 59 Cal.Rptr.3d 692, Cal.App. (2007) (employee's allegations were sufficient to state a claim for wrongful termination based on the public policies requiring employers to provide a safe and secure workplace and encouraging employees to report credible threats of violence in the workplace, and employee's complaint about co-worker's threats and report of assault to police inured to the benefit of the public).

125. The adverse action (Plaintiff's termination on March 1, 2013) directly resulted in loss of past and future salary, payments that would have become available through any profit sharing or other retirement plans, medical and dental benefits, and other losses to be proven at trial.

126. As a direct and proximate result of Defendant's unlawful conduct, Plaintiff has suffered and will continue to suffer pain and suffering, mental anguish, emotional and physical distress and injury, humiliation, anxiety, loss of earnings, past and future, and other employment benefits and job opportunities in an amount to be determined at trial, all in excess of the Court's jurisdiction.

127. As more fully stated by the facts alleged above, the wrongful conduct committed by defendants was done with a conscious disregard of plaintiff's rights with the intent to vex, injure, and annoy plaintiff so as to cause the injuries sustained by plaintiff which amount to oppression, fraud and malice, as stated in California *Civil Code* §3294. Plaintiff is, therefore, entitled to punitive damages in an amount sufficient to punish defendants as decided by the jury.

## FIFTEENTH CAUSE OF ACTION

**(BREACH OF CONTRACT – Against BIKRAM CHOUDHURY, BIKRAM'S YOGA COLLEGE OF INDIA, L.P., BIKRAM INC., USA YOGA FEDERATION, BIKRAM CHOUDHURY YOGA, INC. and DOES 1 through 25)**

128. Plaintiff incorporates the above paragraphs as if they were fully set forth herein.

129. Plaintiff had a contract for a three year term, which contract was not to be terminated without cause. [Exhibit B hereto].

130. Plaintiff's performance at all times, even after assuming the former CEO Mark Sacks's entire workload, was and continued to be outstanding. Plaintiff relied on the consistent praise of her work, the recognition of her excellence, the conferring of additional responsibilities, and the industry practice of for cause termination, to support her belief that her contract of employment included a covenant that she could not be demoted or terminated in the absence of good cause.

131. Plaintiff undertook and continued employment and duly performed all the conditions of the Contract to be performed by her. Plaintiff has at all times been ready, willing

and able to perform and has offered to perform all the conditions of this Contact to be performed by her.

132. As a proximate result of defendant's breach of the employment contract, plaintiff has suffered and continues to suffer substantial losses in earnings, and other employment benefits which she would have received had defendants not breached said agreement, all to her damage in an amount which cannot be ascertained with certainty at this time since these damages are ongoing and cumulative. Plaintiff is informed and believes that these damages will substantially exceed the minimum jurisdictional requirements of this court.

## SIXTEENTH CAUSE OF ACTION

**(BREACH OF COVENANT OF GOOD FAITH & FAIR DEALING - Against BIKRAM CHOUDHURY, BIKRAM'S YOGA COLLEGE OF INDIA, L.P., BIKRAM INC., USA YOGA FEDERATION, BIKRAM CHOUDHURY YOGA, INC. and DOES 1 through 25)**

133. Plaintiff incorporates the above paragraphs as if they were fully set forth herein.

134. The aforesaid employment contract contained an implied covenant of good faith and fair dealing by which defendant promised to give full cooperation to plaintiff and her performance under said employment contract and to refrain from doing any act which would prevent or impede plaintiff from performing all the conditions of the Contract to be performed by her, or any act that would interfere with plaintiff's enjoyment of the fruits of said Contract. Specifically, said covenant of good faith and fair dealing required that defendants fairly, honestly and reasonably perform the terms and conditions of the agreement.

135. Defendants breached their covenants of good faith and fair dealing with plaintiff by terminating her knowing full well that plaintiff was dependent on her job to support herself and her young daughter) having induced her to relocate to the United States from Delhi, India), without conducting any reasonable investigation concerning its obligations under said Contract, without good or sufficient cause, for retaliatory and unlawful reasons extraneous to the Contract, and for the purpose of frustrating plaintiff's enjoyment of the benefits of the Contract.

136. As a result of defendant's violations of said implied covenant of good faith and fair dealing, plaintiff has been damaged in that she has lost income, her ability to perform her part of the employment agreement was impeded, she was portrayed to co-workers and upper management as being ineffective or incompetent and held up to ridicule, all of which combined to produce: destruction or impairment of plaintiff's valuable property interests, i.e., her prospect of continuing future employment with defendants and receipt of continued compensation; and substantial losses in earnings, and other employment benefits.

## SEVENTEENTH CAUSE OF ACTION

**(FAILURE TO FURNISH WAGE & HOUR STATEMENTS [California Labor Code Section 226] – Against BIKRAM CHOUDHURY, BIKRAM'S YOGA COLLEGE OF INDIA, L.P., BIKRAM INC., USA YOGA FEDERATION, BIKRAM CHOUDHURY YOGA, INC. and DOES 1 through 25)**

137. Plaintiff incorporates by reference and re-alleges paragraphs 1 through 40, inclusive, as though set forth fully herein.

138. California Labor Code section 226(a) provides that employers must furnish the following information on employees' paystubs: (1) employer's name and address, (2) employee's name and social security number, (3) inclusive dates for which employee is being paid, (4) gross wages earned, (5) the applicable hourly rate and total hours worked for hourly employees, (6) all deductions, and (7) net wages earned.

139. Defendants knowingly and intentionally failed to provide Plaintiff with timely and accurate wage and hour statements and paystubs with the required information, and failed to pay Plaintiff as agreed.

140. Plaintiff suffered injury as a result of Defendants' knowing and intentional failure to provide her with the wage and hour statements required by law. Labor Code Section 226.3 provides that if an employer knowingly and intentionally fails to provide a statement itemizing, among other things, the total hours worked by the employee, then the employee is entitled to recover the greater of all actual damages or fifty dollars ($50) for the initial violation

and one hundred dollars ($100) for each subsequent violation, up to four thousand dollars ($4000). Defendants are also liable for civil penalties for late payments pursuant to Labor Code Sections 226.3, 226(e) and 2698 et seq. in the amounts set forth therein.

141. In committing the foregoing acts, Defendants were guilty of oppression, fraud or malice, and, in addition to the actual damages caused thereby, Plaintiff is entitled to recover damages for the sake of example and by way of punishing Defendants.

## EIGHTEENTH CAUSE OF ACTION

**(FAILURE TO PAY EARNED WAGES UPON TERMINATION OF EMPLOYMENT [CAL. LABOR CODE §§ 201, 202, 203] – Against BIKRAM CHOUDHURY, BIKRAM'S YOGA COLLEGE OF INDIA, L.P., BIKRAM INC., USA YOGA FEDERATION, BIKRAM CHOUDHURY YOGA, INC. and DOES 1 through 25)**

142. Plaintiff incorporates by reference and re-alleges the preceding paragraphs, inclusive, as though set forth fully herein.

143. Cal. Labor Code §§ 201 and 202 required Defendants to pay all compensation due and owing Plaintiff immediately upon discharge and no later than seventy two hours after termination of her employment. Labor Code § 203 provides that if an employer willfully fails to pay compensation promptly upon discharge or resignation, as required under §§ Labor Code 201 and 202, then the employer is liable for waiting time penalties in the form of continued compensation for up to thirty (30) work days.

144. Defendants willfully failed to pay Plaintiff compensation due upon termination of employment as required by law. As a result, defendants are liable to Plaintiff for waiting time penalties under Labor Code section 203 as well as reasonable attorneys' fees and costs of suit as permitted y law and equity.

## NINETEENTH CAUSE OF ACTION

**(CONVERSION – Against BIKRAM CHOUDHURY, BIKRAM'S YOGA COLLEGE OF INDIA, L.P., BIKRAM INC., USA YOGA FEDERATION, BIKRAM CHOUDHURY YOGA, INC. and DOES 1 through 25)**

145. Plaintiff re-alleges and incorporates herein by reference the preceding paragraphs, inclusive, as though fully set forth herein.

146. Plaintiff had an absolute right to receive the salary she was promised, contracted for and which was agreed to by Defendants in exchange for her re-locating herself and her young daughter from India to the United States to perform work.

147. Plaintiff has been damaged by the conduct of Defendants, and each of them, by unlawful conversion of wages known to be owed to her for which she has not been paid despite repeated demands.

148. As a proximate result of the conversion by Defendants, and each of them, Plaintiff is entitled to the return of the wages converted by Defendants, and each of them, in an amount according to proof at the time of trial.

149. Plaintiff is further entitled to compensation for the time and money expended in pursuit of the converted property.

150. In doing the acts herein alleged, Defendants, and each of them, acted with oppression, fraud, malice, and in conscious disregard of the rights of Plaintiff, and Plaintiff is therefore entitled to punitive damages in an amount according to proof at the time of trial.

## TWENTIETH CAUSE OF ACTION

**(FAILURE TO MAINTAIN ACCURATE PAYROLL RECORDS [CAL. LABOR CODE § 226 – Against BIKRAM CHOUDHURY, BIKRAM'S YOGA COLLEGE OF INDIA, L.P., BIKRAM INC., USA YOGA FEDERATION, BIKRAM CHOUDHURY YOGA, INC. and DOES 1 through 25)**

151. Plaintiff re-alleges and incorporates herein by reference the preceding paragraphs, inclusive, as though fully set forth herein.

152. Cal. Labor Code section 226(a) requires employers to maintain for at least three years a copy of the wage statements and record of deductions for each employee "in ink or other indelible form, properly dated, showing the month, day, and year, and a copy of the statement and the record of deductions." Cal. Labor Code section 226 (e) provides that if an employer knowingly and intentionally fails to maintain payroll records then the employee is entitled to recover the greater of all actual damages or fifty dollars ($50) for the initial violation and one hundred dollars ($100) for each subsequent violation, up to four thousand dollars ($4000).

153. Defendants knowingly and intentionally failed to maintain accurate payroll records, as required by Cal. Labor Code section 226(a). Plaintiff has suffered injury as a result.

154. Accordingly, Defendants are liable to Plaintiff for the amounts allowed by law as well as her attorneys' fees and costs pursuant to Cal. Labor Code section 226(e)(1).

## TWENTY-FIRST CAUSE OF ACTION

**(RETALIATORY DISCHARGE [CAL. LABOR CODE § 98.6 *et. seq.* – Against BIKRAM CHOUDHURY, BIKRAM'S YOGA COLLEGE OF INDIA, L.P., BIKRAM INC., USA YOGA FEDERATION, BIKRAM CHOUDHURY YOGA, INC. and DOES 1 through 25)**

155. Plaintiff re-alleges and incorporates herein by reference the preceding paragraphs, inclusive, as though fully set forth herein.

156. Cal. Labor Code section 98.6 provides that no person may discharge an employee because of her exercise of any legal rights afforded to her.

157. Defendants terminated Plaintiff on March 1, 2013.

158. Upon information and belief, Defendants fired Plaintiff for, among other things, her exercise of legal rights afforded to her including:

(i) Demanding payment of her lawfully earned, owing and unpaid wages; and

(ii) Requesting copies of her proper and lawful payroll records.

159. As a result of Defendants' retaliatory firing of Plaintiff, Plaintiff has lost wages and has suffered severe mental, psychological and emotional distress.

160. In doing these acts alleged above, Defendants were guilty of fraud, oppression or malice in violating Labor Code section 98.6 subjecting defendants to liability for punitive damages.

## TWENTY-SECOND CAUSE OF ACTION

**(VIOLATION OF THE BANE ACT [CAL. CIVIL CODE 52.1] – Against BIKRAM CHOUDHURY, RAJASHREE CHOUDHURY, BIKRAM'S YOGA COLLEGE OF INDIA, L.P., BIKRAM INC., USA YOGA FEDERATION, BIKRAM CHOUDHURY YOGA, INC. and DOES 1 through 25)**

161. Plaintiff re-alleges and incorporates herein by reference the preceding paragraphs, inclusive, as though fully set forth herein.

162. California Civil Code section 52.1 provides that it is unlawful to interfere with an individual's exercise or enjoyment of any rights under the Constitutions of the United States and California by use or attempted use of threats, intimidation or coercion.

163. At all materials times herein, there was a professional relationship between Plaintiff and Defendants, namely that Plaintiff was an employee and colleague of Defendants.

164. Throughout her employment, Plaintiff was subjected to threats, intimidation and coercion including when she attempted to investigate conduct that she reasonably believed posed a risk to young women and trainees, and conduct that she reasonably believed was illegal. Such conduct included, but is not limited to, Bikram Choudhury's harassment and sexual conduct with females, including female students and trainees who were extremely vulnerable having been pre-conditioned and "taught" not to question Bikram Choudhury, who was referred to as their "guru" and "Boss." Defendants, and each of them, participated with one another to cover-up this illegal and immoral conduct. Plaintiff also attempted to prevent what she reasonably believed was other illegal conduct and treatment by Defendants, including the conduct by Defendant Petra Starke which Plaintiff reasonably believed amounted to self-dealing, ethical violations and a clear conflict of interest in that Defendant Starke was

simultaneously engaged in work on Bikram Choudhury and the Bikram entities behalf while at the same time she was still employed by the U.S. Government. Plaintiff was also subjected to threats and threatening conduct on March 1st, 2013, while she was being terminated. After her employment, Plaintiff was subject to threatening and intimidating conduct including, but not limited to, having her car taken from her property with her own personal property inside.

165. Under California law, Plaintiff has the right to full and equal accommodation and treatment as an employee and may not be treated differently based on her gender. Under California law Plaintiff also has the right to complain about conduct she reasonably believes is illegal and improper.

166. Plaintiff's gender was the reason for the threatening, intimidating and coercive conduct she received from Defendants.

167. Plaintiff is informed and believes and on that basis alleges that the aforementioned conduct of Defendants, and each of them, denied, aided, or incited a denial of, discriminated or made a distinction that denied Plaintiff full and equal advantages, privileges, and services solely based upon Plaintiff's refusal to stand silently by while illegal conduct took place, and for her objections to Defendants' conduct all of which constitute a violation of the Bane Act.

168. As a proximate result of the wrongful actions of Defendants, and each of them, Plaintiff has suffered and will continue to suffer harm including but not limited to lost earnings, wages and employment, humiliation, embarrassment, damage to her professional reputation, mental anguish and physical harm all in an amount to be proven at trial.

169. Plaintiff is further informed and believes and on that basis alleges that Defendants, and each of them, acted and continue to act with the full knowledge of the consequences and damage being caused to Plaintiff by their actions, and Defendants actions are willful, malicious and oppressive. Accordingly, Plaintiff is entitled to punitive damages in an amount determined by the jury at trial.

## TWENTY-THIRD CAUSE OF ACTION

**(VIOLATION OF THE RALPH ACT [CAL. CIVIL CODE 51.7] – Against BIKRAM CHOUDHURY, RAJASHREE CHOUDHURY, BIKRAM'S YOGA COLLEGE OF INDIA, L.P., BIKRAM INC., USA YOGA FEDERATION, BIKRAM CHOUDHURY YOGA, INC. and DOES 1 through 25)**

170. Plaintiff re-alleges and incorporates herein by reference the preceding paragraphs, inclusive, as though fully set forth herein.

171. California Civil Code section 51.7, commonly referred to as "The Ralph Act," provides that persons have the right to be free from violence or threats of violence, committed against their persons or property due to, among other things, their gender.

172. Throughout her employment, Plaintiff was subjected to threats, intimidation, violence and coercion including when she attempted to investigate conduct that she reasonably believed posed a risk to young women and trainees, and conduct that she reasonably believed was illegal. Such conduct included, but is not limited to, Bikram Choudhury's harassment and sexual conduct with females, including female students and trainees who were extremely vulnerable having been pre-conditioned and "taught" not to question Bikram Choudhury, who was referred to as their "guru" and "Boss." Defendants, and each of them, participated with one another to cover-up this illegal and immoral conduct. Plaintiff also attempted to prevent what she reasonably believed was other illegal conduct and treatment by Defendants, including the conduct by Defendant Petra Starke which Plaintiff reasonably believed amounted to self-dealing, ethical violations and a clear conflict of interest in that Defendant Starke was simultaneously engaged in work on Bikram Choudhury and the Bikram entities behalf while at the same time she was still employed by the U.S. Government. Plaintiff was also subjected to threats and threatening conduct on March 1st, 2013, while she was being terminated. After her employment, Plaintiff was subject to threatening and intimidating conduct including, but not limited to, having her car taken from her property with her own personal property inside.

173. Plaintiff's gender was the reason for the threatening, intimidating and coercive conduct she received from Defendants.

174. Plaintiff is informed and believes and on that basis alleges that the aforementioned conduct of Defendants, and each of them, denied, aided, or incited a denial of, discriminated or made a distinction that denied Plaintiff full and equal advantages, privileges, and services solely based upon Plaintiff's refusal to stand silently by while illegal conduct took place, and for her objections to Defendants' conduct all of which constitute a violation of the Bane Act.

175. As a proximate result of the wrongful actions of Defendants, and each of them, Plaintiff has suffered and will continue to suffer harm including but not limited to lost earnings, wages and employment, humiliation, embarrassment, damage to her professional reputation, mental anguish and physical harm all in an amount to be proven at trial.

176. Plaintiff is further informed and believes and on that basis alleges that Defendants, and each of them, acted and continue to act with the full knowledge of the consequences and damage being caused to Plaintiff by their actions, and Defendants actions are willful, malicious and oppressive. Accordingly, Plaintiff is entitled to punitive damages in an amount determined by the jury at trial.

## TWENTY-FOURTH CAUSE OF ACTION

## (SEXUAL HARASSMENT IN VIOLATION OF THE UNRUH CIVIL RIGHTS ACT [CAL. CIVIL CODE 51.9] – Against BIKRAM CHOUDHURY)

177. Plaintiff re-alleges and incorporates herein by reference the preceding paragraphs, inclusive, as though fully set forth herein.

178. California Civil Code section 51.9 provides that a defendant is liable for sexual harassment where there is a professional relationship between the Plaintiff and the Defendant.

179. As the term "professional relationship" is defined by Cal. Civil Code 51.9(a)(1), Plaintiff was in a professional relationship to Defendant.

180. The defendant Bikram Choudhury made sexual advances, solicitations, sexual requests, demands for sexual compliance by the plaintiff, or engaged in other verbal, visual, or physical conduct of a sexual nature or of a hostile nature based on Plaintiff's gender, that were unwelcome and pervasive or severe and there was an inability by the Plaintiff to easily terminate the relationship.

181. As a proximate result of the wrongful actions of Defendant, Plaintiff has suffered and will continue to suffer harm including but not limited to lost earnings, wages and employment, humiliation, embarrassment, damage to her professional reputation, mental anguish and physical harm all in an amount to be proven at trial.

182. Plaintiff is further informed and believes and on that basis alleges that Defendants acted and continues to act with the full knowledge of the consequences and damage being caused to Plaintiff by his actions, and Defendant's actions are willful, malicious and oppressive. Accordingly, Plaintiff is entitled to punitive damages in an amount determined by the jury at trial.

## TWENTY-FIFTH CAUSE OF ACTION

### (CIVIL CONSPIRACY – Against All Defendants)

183. Plaintiff re-alleges and incorporates herein by reference the preceding paragraphs, inclusive, as though fully set forth herein.

184. Starting in or about 2012, defendants and others began a campaign to knowingly and willfully conspire and agree amongst themselves and cooperate to discriminate against Plaintiff based on her gender and Defendants, and each of them, knowingly and willfully conspired to permit, facilitate cooperate in and/or cover-up the illegal conduct, including the sexual misconduct of Defendant Bikram Choudhury.

185. As a proximate result of the wrongful actions of Defendants, and each of them, Plaintiff has suffered and will continue to suffer harm including but not limited to lost earnings, wages and employment, humiliation, embarrassment, damage to her professional reputation, mental anguish and physical harm all in an amount to be proven at trial.

186. Plaintiff is further informed and believes and on that basis alleges that Defendants acted and continue to act with the full knowledge of the consequences and damage being caused to Plaintiff by their actions, and Defendants' actions are willful, malicious and oppressive. Accordingly, Plaintiff is entitled to punitive damages in an amount determined by the jury at trial.

## PRAYER FOR RELIEF

Wherefore Plaintiff JAFA-BODDEN prays for judgment against Defendants, and each of them, as follows:

1. For a money judgment representing compensatory damages including lost wages, earnings, and all other sums of money, together with interest on these amounts, according to proof;
2. For an award of money judgment for mental pain and anguish and severe emotional distress, according to proof;
3. For an award of money judgment for defamation *per se*;
4. Punitive damages, according to proof;
5. For prejudgment and post-judgment interest;
6. For declarative and injunctive relief; and
7. For any other relief that is just and proper.

**JURY TRIAL DEMANDED**

Plaintiff MINAKSHI JAFA-BODDEN demands trial of all issues by jury.

Dated: June 12, 2013

**THE MINNARD LAW FIRM**

By: _____
Carla V. Minnard, Esq.
Attorney for Plaintiff
MINAKSHI JAFA-BODDEN

# EXHIBIT
# A

STATE OF CALIFORNIA | State and Consumer Services Agency
GOVERNOR EDMUND G. BROWN JR.
DEPARTMENT OF FAIR EMPLOYMENT & HOUSING
DIRECTOR PHYLLIS W. CHENG
2218 Kausen Drive, Suite 100 | Elk Grove | CA | 95758
800.884.1684 | Videophone: 916.226.5285 | TDD 800.700.2320
www.dfeh.ca.gov | email: contact.center@dfeh.ca.gov

Jun 11, 2013

Minakshi JafaBodden
C/O MINNARD LAW FIRM 4100 Redwood Road, #145
Oakland, CA 94619

RE: **Notice of Case Closure and Right to Sue**
DFEH Matter Number: 128731-55552-R
Right to Sue: JafaBodden / BIKRAM INC.

Dear Minakshi JafaBodden:

This letter informs you that the above-referenced complaint was filed with the Department of Fair Employment and Housing (DFEH) has been closed effective Jun 11, 2013 because an immediate Right to Sue notice was requested. DFEH will take no further action on the complaint.

**This letter is also your Right to Sue notice.** According to Government Code section 12965, subdivision (b), a civil action may be brought under the provisions of the Fair Employment and Housing Act against the person, employer, labor organization or employment agency named in the above-referenced complaint. The civil action must be filed within one year from the date of this letter.

To obtain a federal Right to Sue notice, you must visit the U.S. Equal Employment Opportunity Commission (EEOC) to file a complaint within 30 days of receipt of this DFEH Notice of Case Closure or within 300 days of the alleged discriminatory act, whichever is earlier.

Sincerely,

Department of Fair Employment and Housing

Enclosures

cc: , Agent for Service for BIKRAM INC., BIKRAM INC.
BIKRAM'S YOGA COLLEGE OF INDIA, BIKRAM'S YOGA COLLEGE OF INDIA, LP
BIKRAM CHOUDHURY YOGA, INC. BIKRAM CHOUDHURY YOGA, INC.
USA YOGA FEDERATION USA YOGA FEDERATION
RAJASHREE CHOUDHURY
JUDY YANG
PETRA

BIKRAM CHOUDHURY

STATE OF CALIFORNIA | State and Consumer Services Agency
GOVERNOR EDMUND G. BROWN JR.
DIRECTOR PHYLLIS W. CHENG

**DEPARTMENT OF FAIR EMPLOYMENT & HOUSING**
2218 Kausen Drive, Suite 100 I Elk Grove I CA I 95758
800-884-1684 I Videophone 916-226-5285 I TDD 800-700-2320
www.dfeh.ca.gov I email: contact.center@dfeh.ca.gov

June 11, 2013

RE: **Notice of Filing of Discrimination Complaint**
DFEH Matter Number: 128731-55552-R
Right to Sue: JafaBodden / BIKRAM INC., BIKRAM INC.

To All Respondent(s):

Enclosed is a copy of a complaint of discrimination that has been filed with the Department of Fair Employment and Housing (DFEH) in accordance with Government Code section 12960. This constitutes service of the complaint pursuant to Government Code section 12962. The complainant has requested an authorization to file a lawsuit. This case is not being investigated by the DFEH and is being closed immmediately. A copy of the Notice of Case Closure and Right to Sue is enclosed for your records.

Please refer to the attached complaint for a list of all respondent(s) and their contact information.

**No response to DFEH is requested or required.**

Sincerely,

Department of Fair Employment and Housing

# COMPLAINT OF DISCRIMINATION UNDER THE PROVISIONS OF THE CALIFORNIA FAIR EMPLOYMENT AND HOUSING ACT

DFEH MATTER NUMBER
128731-55552-R

COMPLAINANT
Minakshi JafaBodden

NAMED IS THE EMPLOYER, PERSON, AGENCY, ORGANIZATION OR GOVERNMENT ENTITY WHO DISCRIMINATED AGAINST ME

| RESPONDENT | ADDRESS | PHONE |
|---|---|---|
| BIKRAM INC., BIKRAM INC. | 11500 W. OLYMPIC BLVD. SUITE 150 LOS ANGELES CA 90064 | (310) 854-5800 |

| AGENT FOR SERVICE | ADDRESS | PHONE |
|---|---|---|
| , | | |

| NO. OF EMPLOYEES | MOST RECENT DISCRIMINATION TOOK PLACE | TYPE OF EMPLOYER |
|---|---|---|
| 50 | Mar 01, 2013 | Private Employer |

| CO-RESPONDENT(S) | ADDRESS |
|---|---|
| BIKRAM`S YOGA COLLEGE OF INDIA, BIKRAM`S YOGA COLLEGE OF INDIA, LP | 11500 W. OLYMPIC BLVD. LOS ANGELES CA 90064 |
| BIKRAM CHOUDHURY YOGA, INC. BIKRAM CHOUDHURY YOGA, INC. | 11500 W. OLYMPIC BLVD. LOS ANGELES CA 90064 |
| USA YOGA FEDERATION USA YOGA FEDERATION | 4335 VAN NUYS BLVD. SHERMAN OAKS CA 91403 |
| RAJASHREE CHOUDHURY | 3172 TOPPINGTON DRIVE BEVERLY HILLS CA 90210 |
| JUDY YANG | CO BIKRAM`S YOGA COLLEGE OF INDIA LP LOS ANGELES CA 90064 |
| PETRA STARKE | c/o BIKRAM`S YOGA COLLEGE OF INDIA LOS ANGELES CA 90064 |
| BIKRAM CHOUDHURY | 3172 TOPPINGTON DRIVE BEVERLY HILLS CA 90210 |

# COMPLAINT OF DISCRIMINATION UNDER THE PROVISIONS OF THE CALIFORNIA FAIR EMPLOYMENT AND HOUSING ACT

DFEH MATTER NUMBER
128731-55552-R

| | |
|---|---|
| I ALLEGE THAT I EXPERIENCED | Discrimination, Harassment, Retaliation |
| ON OR BEFORE | Mar 01, 2013 |
| BECAUSE OF MY | Association with a member of a protected class, Engagement in Protected Activity, Sex- Gender |
| AS A RESULT, I WAS | Denied a work environment free of discrimination and/or retaliation, Denied employment, Denied equal pay, Forced to quit, Terminated, Other RETALIATED AGAINST AND HARASSED |

STATEMENT OF FACTS

FROM VERY EARLY ON IN MY EMPLOYMENT, I WAS SUBJECT TO A HARASSING AND DISCRIMINATORY WORK ENVIRONMENT. BIKRAM CHOUDHURY REPEATEDLY AND ROUTINELY INJECTED SEXUAL COMMENTS AND INNUENDO INTO THE WORKPLACE, OFTEN STARED AT MY PHYSICAL ATTRIBUTES AND HE OFTEN LEERED AT THE PHYSICAL ATTRIBUTES OF OTHER WOMEN. WHEN I OBJECTED TO HIS CONDUCT, I WAS RETALIATED AGAINST. CHOUDHURY ALSO REPEATEDLY ATTEMPTED TO ENGAGE IN CONDUCT THAT I REASONABLY BELIEVED WAS IN VIOLATION OF THE LAW. WHEN I OBJECTED TO AND ATTEMPTED TO PREVENT SUCH ILLEGAL CONDUCT FROM OCCURRING, I WAS RETALIATED AGAINST. CHOUDHURY MADE NUMEROUS DEROGATORY COMMENTS ABOUT MYSELF AND OTHER WOMEN, INCLUDING BUT NOT LIMITED TO REFERRING TO WOMEN AS "BITCHES," "FAT BITCH," "STUPID BITCH" AND REFERRING TO SINGLE MOTHERS IN DISPARAGING TERMS AND STATING THAT WE WERE NOT TO HIRE SINGLE WOMEN WITH CHILDREN. CHOUDHURY CREATED AND FOMENTED A HYPER-SEXUALIZED, DEMEANING AND DEGRADING WORK ENVIRONMENT FOR WOMEN WHICH INCLUDED HAVING WOMEN MASSAGING HIM AND BRUSHING HIS HAIR [DURING OUR MEETINGS]. WHEN I ATTEMPTED TO PROTECT OTHER WOMEN, INCLUDING YOUNG YOGA TRAINEES AND STUDENTS, FROM HIS PREDATORY AND INAPPROPRIATE BEHAVIOR I WAS RETALIATED AGAINST. WHEN I ATTEMPTED TO INVESTIGATE ALLEGATIONS ABOUT HIS SEXUAL MISCONDUCT I WAS TOLD TO "LEAVE IT ALONE" AND NOT INVESTIGATE AND I WAS RETALIATED AGAINST FOR ATTEMPTING TO FIND OUT THE TRUTH. ALL OF THIS CONDUCT WAS ONGOING, PERVASIVE AND NEARLY CONSTANT. ALL OF THE OTHER RESPONDENTS/INDIVIDUALS AND/OR ENTITIES NAMED IN THIS COMPLAINT EITHER DIRECTLY ENGAGED IN HARASSING AND DISCRIMINATORY CONDUCT OR SUPPORTED, ENCOURAGED AND/OR CONDONED SUCH CONDUCT.

# COMPLAINT OF DISCRIMINATION UNDER THE PROVISIONS OF THE CALIFORNIA FAIR EMPLOYMENT AND HOUSING ACT

DFEH MATTER NUMBER
**128731-55552-R**

SIGNED UNDER PENALTY OF PERJURY

I wish to pursue this matter in court. I hereby request that the Department of Fair Employment and Housing provide a right to sue. I understand that if I want a federal right to sue notice, I must visit the U.S. Equal Employment Opportunity Commission (EEOC) to file a complaint within 30 days of receipt of the DFEH "Notice of Case Closure and Right to Sue," or within 300 days of the alleged discriminatory act, whichever is earlier.

I have not been coerced into making this request, nor do I make it based on fear of retalliation if I do not do so. I understand it is the Department of Fair Employment and Housing's policy to not process or reopen a complaint once the complaint has been closed on the basis of "Complainant Elected Court Action."

By submitting this complaint, I am declaring under penalty of perjury under the laws of the State of California that, to the best of my knowledge, all information contained in this complaint is true and correct, except matters stated on my information and belief, and I declare that those matters I believe to be true.

Verified by CARLA V MINNARD, Attorney for Complainant, and dated on June 11, 2013 at Oakland, CA.

# EXHIBIT
# B

# BIKRAM'S

Bikram Choudhury
President

August 30, 2011
U.S. Citizenship & Immigration Services
California Service Center

Dear Sir/Madam. Re: Immigration – Minakshi Jafa

This letter is to confirm that our organization is extending an offer of temporary employment to Ms. Minakshi Jafa as Head of Legal and International Affairs for a period of three years.

During her temporary employment with us, Ms. Jafa's responsibilities will be to provide analysis and research into business and legal affairs dealing with licensing for our company's growing teacher training and seminar/convention business and its studio affiliation, branding and licensing business, which is projected to be a franchise by mid-2012. Specific responsibilities will include protection of the Bikram Yoga image and intellectual property portfolio and advising and managing an enforcement program designed to prevent "copycat" Bikram hot yoga studios from infringing the rights of Bikram Yoga. Other key responsibilities include structuring, negotiating and closing strategic hotel/seminar and licensing and media related transactions and providing support on related commercial, intellectual property and regulatory issues. Media relations, brand development, studio expansion, and general support to the President and the management team will also be involved as well as support to affiliated companies and projects such as USA Yoga and the International Yoga Sports Federation, which is a Bikram Yoga sponsored vehicle seeking to have Yoga Sports recognized by Sport Accord and the International Olympic Committee under IOC rules. She will research, analyze and provide strategies for our domestic and international expansion and affairs, and the complicated business and legal proceedings in operation.

Please note: Ms. Jafa will be employed as a Head of Legal and International Affairs, which is an internal analyst's role. Thus, the offered position does not require a license to practice law in the State of California. Ms. Jafa will provide legal analysis as it relates to our company's needs, and not actively practice law on our behalf, nor provide legal advice to the public.

The minimum qualifications for the position of Head of Legal and International Affairs are a Bachelor's degree in Legal Studies, Law, International Affairs or a related field from an accredited United States university or its foreign equivalent, and the knowledge and skills applicable to our company's current needs. The requirement of a university degree in this specified field is a minimum requirement not only for our company, but the industry as a whole.

Ms. Minakshi Jafa more than meets the requirements for the position offered. Her impressive record includes her receipt of the equivalent of a Bachelor's degree in Legal Studies in addition to the professional equivalent of a doctor's – J.D. – degree in Law from an accredited United States university as well as a Bachelor of Laws degree from the University of Birmingham.

Sincerely,

Bikram Choudhury
President

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