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CONFORMED CO.
ORIGINAL FILED
SUPERIOR COURT OF CALIF.
COUNTY OF LOS ANGELES

JUN 15 2013

John A. Clarke, Executive
BY Mary Flores
Mary Flores

10 IN THE SUPERIOR COURT OF THE STATE OF CALIFORNIA
11 IN AND FOR THE COUNTY OF LOS ANGELES

12 MINAKSHI JAFABODDEN,

13 Plaintiff,

14 vs.

15 BIKRAM CHOUDHURY, individually and
16 as President of Bikram Choudhury Yoga Inc.,
17 Chairman and CEO of Bikram's Yoga
18 College of India, L.P., and as President of
19 Bikram, Inc., RAJASHREE CHOUDHURY,
20 individually and as President of USA YOGA
21 FEDERATION, Vice President of
22 BIKRAM'S YOGA COLLEGE OF INDIA,
23 L.P. and as Vice President of Bikram Inc.,
24 BIKRAM'S YOGA COLLEGE OF INDIA
25 L.P., BIKRAM INC., USA YOGA
26 FEDERATION, BIKRAM CHOUDHURY
27 YOGA, INC., PETRA STARKE, individually
28 and as President of Bikram's Yoga College of
India, and DOES 1 through 25, inclusive,

Defendants.

Case No.:

BC 512041

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

COMPLAINT FOR DAMAGES

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 STATEMENTS [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

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

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

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

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

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

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

20 10. Plaintiff is informed and believes and thereon alleges that at all times
21 material to this Complaint, Defendant and each of the defendants fictitiously named in this
22 Complaint, in addition to acting for himself, herself or itself, and on his, her or its own behalf
23 individually, is and was acting as the agent, servant, employee and representative of, and with
24 the knowledge, consent and permission of, and in conspiracy with each and all of the
25 defendants and within the course, scope and authority of that agency, service, employment,
26 representation and conspiracy. Plaintiff further alleges on information and belief that the acts
27 of each of the defendants were fully ratified by each and all of the defendants. Specifically,
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1 and without limitation, Plaintiff alleges on information and belief that the actions, failures to
2 act, breaches, conspiracy and misrepresentations alleged herein and attributed to one or more of
3 the specific defendants were approved, ratified and done with the cooperation and knowledge
4 of each and all of the defendants.

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

8 VENUE

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

18 EXHAUSTION OF ADMINISTRATIVE REMEDIES

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

23 SUMMARY OF FACTS & CLAIMS

24 14. In or about Spring of 2011, Plaintiff was induced to leave her job in India to
25 come to Los Angeles and work for Defendant Bikram Choudhury and the Bikram entities.
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1 15. She was offered and accepted a three-year contract with a starting annual salary
2 of \$125,000.00. (Exhibit B hereto is a true and correct copy of Bikram Choudhury's August
3 30. 2011 offer letter).

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

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

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

12 • Bikram Choudhury repeatedly referring to women, including female employees
13 and others as "bitches," "fucking bitches," "fat bitches" and "stupid bitches;"

14 • Bikram Choudhury repeatedly made offensive and vulgar sexual gestures
15 including placing his fingers in a circle and inserting the fingers of his other hand into them,
16 simulating intercourse; licking his fingers, sticking his fingers in the air and licking them,
17 simulating oral sex;

18 • Bikram Choudhury repeatedly made disparaging remarks about single mothers,
19 including myself, and stated to a co-worker "make sure we don't hire single women with kids
20 in the future;"

21 • Bikram Choudhury created a hyper-sexualized, offensive and degrading
22 environment for women by, among other things, demanding that female staffers brush his hair
23 and give him massages. Plaintiff was often required to conduct business meetings with Bikram
24 Choudhury while he was receiving such massages. Plaintiff was on a number of occasions
25 required to meet Bikram Choudhury in his hotel room typically at night. During one such
26 meeting, Bikram Choudhury climbed into bed, and patted the bedspread next to him (indicating
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1 to Plaintiff to come and sit/lie down next to him in the bed). Plaintiff moved away from
2 Choudhury and the bed and went and sat at a desk to conduct a telephone conference.

3 • Bikram Choudhury frequently leered at female staffers and others, and often
4 stared at and remarked on their physical attributes, including stating such offensive comments
5 as “that bitch is too skinny,” or – to Plaintiff’s assistant “you look good sweetheart but what
6 shall we do about her [gesturing to Plaintiff] she is still too fat.”

7 • Bikram Choudhury made outrageous and offensive comments about
8 homosexuals, including “AIDS is caused by gays, it is the truth,” and “but these fucking
9 asshole guys love me, they love Bikram;”

10 • Bikram Choudhury made outrageous and offensive comments about African
11 Americans, including “these blacks just don’t get my yoga;” He also targeted African
12 American studio owners and students, treating them differently than non-African American
13 owners/students.

14 • Bikram Choudhury made outrageous and offensive comments about Jewish
15 people, including saying Hitler had the right idea, but that he “was just not efficient enough. If
16 he was more efficient, all these fucking Jews would be finished;”

17 • Bikram Choudhury frequently brought his mistress to the workplace and
18 flaunted her, despite the fact that he knew this made me extremely uncomfortable given my
19 close relationship with his wife, Rajashree Choudhury. Bikram Choudhury pressured Plaintiff
20 into secretly purchasing a property in Hawaii for his mistress.

21 • Bikram Choudhury repeatedly to female yoga studio owners as “bitches;” and
22 referred to one particular female studio owner in Los Angeles as “that fucking stupid Korean
23 bitch;”

24 • Bikram Choudhury often would call for young women yoga students/trainees to
25 be brought up to his hotel room. When Plaintiff objected to this practice out of concern for the
26 safety and security of the young women, she was retaliated against and pushed out of Bikram
27 Choudhury’s “inner circle.” One such example of Bikram Choudhury’s predatory and illegal
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1 behavior took place during the Spring 2012 Teacher Training in Los Angeles at the Radisson
2 Hotel. One young female trainee asked for permission to go home because she felt intimidated
3 and shocked by the sexually charged atmosphere. One of Bikram's senior staffers refused to let
4 her leave, telling her that she must FIRST go to Bikram's hotel room that night and talk to him.
5 Once Plaintiff learned of this, she immediately instructed staff that this was not permissible or
6 appropriate and that it must never happen again.

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

10 • Bikram Choudhury also pressured

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

22 **FIRST CAUSE OF ACTION**

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

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

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

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

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

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

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

20 SECOND CAUSE OF ACTION

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

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

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

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

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

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

13 **THIRD CAUSE OF ACTION**

14 **(RETALIATION – Against All Defendants)**

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

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

20 52. Defendants at all times herein, were subject to the requirements of the FEHA
21 and had a duty under FEHA to not retaliate against plaintiff based on her complaints of acts she
22 reasonably believe were discriminatory and unlawful. *California Government Code*,
23 §12940(h)(m) and (l).

24 53. Defendants knew that plaintiff had complained of acts she reasonably believed
25 were discriminatory and/or harassing and/or unlawful, but, in violation of FEHA, these
26 defendants retaliated against plaintiff by ostracizing her, unfairly criticizing her work
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1 performance, failing to pay her wages due and, eventually, forcing her to resign or be
2 terminated as set forth more fully hereinabove.

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

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

12 **FOURTH CAUSE OF ACTION**

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

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

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

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

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

26 60. The aforepleaded conduct constitutes oppression, fraud or malice thereby entitling
27 plaintiff to an award of punitive damages. Defendants, acting through an officer, director or
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1 managing agent authorized or ratified the aforepleaded conduct giving rise to punitive damages,
2 or was personally guilty of oppression, fraud or malice.

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4 **FIFTH CAUSE OF ACTION**

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

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

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

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

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

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

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

4 SIXTH CAUSE OF ACTION

5 (UNFAIR COMPETITION [CAL. BUS. & PROF. CODE
6 § 17200] - Against BIKRAM'S YOGA COLLEGE OF INDIA, L.P., BIKRAM INC., USA
7 YOGA FEDERATION, BIKRAM CHOUDHURY YOGA, INC. and DOES 1 through 25)

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

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

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

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

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

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

16 **SEVENTH CAUSE OF ACTION**

17 **(TORTIOUS INTERFERENCE WITH BUSINESS RELATIONSHIPS -**
18 **Against All Defendants)**

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

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

26 73. Defendants knew of the above-described contracts and financial relationships
27 existing between Plaintiff and the Defendants.
28

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

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

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

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

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

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

1 **EIGHTH CAUSE OF ACTION**

2 **(DEFAMATION - Against All Defendants)**

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

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

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

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

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

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

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

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

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

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

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

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

25 92. Defendants committed the despicable acts as herein alleged maliciously,
26 fraudulently, and oppressively, with the wrongful intent of injuring Plaintiff, and have acted
27 with an improper and evil motive amounting to malice, and fraud and in conscious disregard of
28

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

4 **NINTH CAUSE OF ACTION**

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

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

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

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

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

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

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

1 **TENTH CAUSE OF ACTION**

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

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

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

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

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

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

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

17 **ELEVENTH CAUSE OF ACTION**

18 **(NEGLIGENCE - Against All Defendants)**

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

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

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

3 **TWELFTH CAUSE OF ACTION**

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

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

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

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

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

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

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

3
4 **THIRTEENTH CAUSE OF ACTION**

5 **(ASSAULT – Against DEFENDANT BIKRAM CHOUDHURY)**

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

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

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

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

4 **FOURTEENTH CAUSE OF ACTION**

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

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

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

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

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

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

12
13 **FIFTEENTH CAUSE OF ACTION**

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

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

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

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

26 131. Plaintiff undertook and continued employment and duly performed all the
27 conditions of the Contract to be performed by her. Plaintiff has at all times been ready, willing
28

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

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

9
10 **SIXTEENTH CAUSE OF ACTION**

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

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

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

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

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

8 **SEVENTEENTH CAUSE OF ACTION**

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

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

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

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

23 140. Plaintiff suffered injury as a result of Defendants' knowing and intentional
24 failure to provide her with the wage and hour statements required by law. Labor Code Section
25 226.3 provides that if an employer knowingly and intentionally fails to provide a statement
26 itemizing, among other things, the total hours worked by the employee, then the employee is
27 entitled to recover the greater of all actual damages or fifty dollars (\$50) for the initial violation
28

1 and one hundred dollars (\$100) for each subsequent violation, up to four thousand dollars
2 (\$4000). Defendants are also liable for civil penalties for late payments pursuant to Labor
3 Code Sections 226.3, 226(e) and 2698 et seq. in the amounts set forth therein.

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

7
8 **EIGHTEENTH CAUSE OF ACTION**

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

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

14 143. Cal. Labor Code §§ 201 and 202 required Defendants to pay all compensation
15 due and owing Plaintiff immediately upon discharge and no later than seventy two hours after
16 termination of her employment. Labor Code § 203 provides that if an employer willfully fails
17 to pay compensation promptly upon discharge or resignation, as required under §§ Labor Code
18 201 and 202, then the employer is liable for waiting time penalties in the form of continued
19 compensation for up to thirty (30) work days.

20 144. Defendants willfully failed to pay Plaintiff compensation due upon termination
21 of employment as required by law. As a result, defendants are liable to Plaintiff for waiting
22 time penalties under Labor Code section 203 as well as reasonable attorneys’ fees and costs of
23 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;

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

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

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

6 **TWENTY-SECOND CAUSE OF ACTION**

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

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

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

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

17 164. Throughout her employment, Plaintiff was subjected to threats, intimidation and
18 coercion including when she attempted to investigate conduct that she reasonably believed
19 posed a risk to young women and trainees, and conduct that she reasonably believed was
20 illegal. Such conduct included, but is not limited to, Bikram Choudhury's harassment and
21 sexual conduct with females, including female students and trainees who were extremely
22 vulnerable having been pre-conditioned and "taught" not to question Bikram Choudhury, who
23 was referred to as their "guru" and "Boss." Defendants, and each of them, participated with
24 one another to cover-up this illegal and immoral conduct. Plaintiff also attempted to prevent
25 what she reasonably believed was other illegal conduct and treatment by Defendants, including
26 the conduct by Defendant Petra Starke which Plaintiff reasonably believed amounted to self-
27 dealing, ethical violations and a clear conflict of interest in that Defendant Starke was
28

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

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

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

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

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

22 169. Plaintiff is further informed and believes and on that basis alleges that
23 Defendants, and each of them, acted and continue to act with the full knowledge of the
24 consequences and damage being caused to Plaintiff by their actions, and Defendants actions are
25 willful, malicious and oppressive. Accordingly, Plaintiff is entitled to punitive damages in an
26 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.

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

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

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

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

18 **TWENTY-FOURTH CAUSE OF ACTION**

19
20 **(SEXUAL HARASSMENT IN VIOLATION OF THE UNRUH CIVIL RIGHTS ACT**
21 **[CAL. CIVIL CODE 51.9] – Against BIKRAM CHOUDHURY)**

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

24 178. California Civil Code section 51.9 provides that a defendant is liable for sexual
25 harassment where there is a professional relationship between the Plaintiff and the Defendant.
26
27
28

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 JAJA-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 JAJA-BODDEN

EXHIBIT

A



DEPARTMENT OF FAIR EMPLOYMENT & HOUSING

2219 Kausen Drive, Suite 100 | El Cerrito | CA 94530
800-894-1684 | Videophone: 916-226-5289 | TDD 906-700-2329
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



DEPARTMENT OF FAIR EMPLOYMENT & HOUSING

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

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 immediately. 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-RCOMPLAINANT
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
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BIKRAM'S YOGA COLLEGE OF INDIA, BIKRAM'S YOGA COLLEGE OF INDIA, LP	11500 W. OLYMPIC BLVD. LOS ANGELES CA 90064
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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
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RAJASHREE CHOUDHURY	3172 TOPPINGTOWN DRIVE BEVERLY HILLS CA 90210
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JUDY YANG	CO BIKRAM'S YOGA COLLEGE OF INDIA LP LOS ANGELES CA 90064
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PETRA STARKE	c/o BIKRAM'S YOGA COLLEGE OF INDIA LOS ANGELES CA 90064
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BIKRAM CHOUDHURY	3172 TOPPINGTOWN DRIVE BEVERLY HILLS CA 90210
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**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 retaliation 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