

1 Mary Shea Hagebols (SBN 113222)
2 SHEA LAW OFFICES
3 1814 Franklin Street, Suite 800
4 Oakland, CA 94612
5 Tel: 510-208-4422
6 Fax: 415-520-9407
7 Email: mary@shealaw.com

8 Carney R. Shegerian, Esq. (SBN 150461),
9 SHEGERIAN & ASSOCIATES, INC.,
10 225 Arizona Avenue, Suite 400
11 Santa Monica, California 90401
12 Tel: (310) 860-0770
13 Fax: (310) 860-0771
14 Email: cshegerian@shegerianlaw.com

15 Attorneys for Plaintiff Larissa Anderson

CONFORMED COPY
ORIGINAL FILED
Superior Court of California
County of Los Angeles

APR 01 2014

Sherri R. Carter, Executive Officer/Clerk
By Myrna Beltran, Deputy

10 SUPERIOR COURT OF THE STATE OF CALIFORNIA
11 LOS ANGELES COUNTY
12 CIVIL -- UNLIMITED

15 LARISSA ANDERSON; *an individual*

16 Plaintiff,

17 v.

18 BIKRAM CHOUDHURY, an individual;
19 BIKRAM'S YOGA COLLEGE OF INDIA,
20 L.P., a California Limited Partnership;
21 BIKRAM CHOUDHURY YOGA, INC., a
22 California Corporation; BIKRAM, INC., a
23 California Corporation, and DOES 3-25;

24 Defendants.

CASE No.: BC517883
(Assigned to Hon. Suzanne G. Bruguera,
Dept. 71)

FIRST AMENDED COMPLAINT FOR DAMAGES **BY FAX**

1. SEXUAL BATTERY IN VIOLATION OF CALIFORNIA CIVIL CODE §1708.5
2. CIVIL ACTION FOR GENDER VIOLENCE IN VIOLATION OF CALIFORNIA CIVIL CODE §52.4
3. SEX-BASED DISCRIMINATION IN VIOLATION OF THE UNRUH CIVIL RIGHTS ACT [CALIFORNIA CIVIL CODE § 51]
4. SEXUAL HARASSMENT IN VIOLATION OF THE UNRUH CIVIL RIGHTS ACT [CALIFORNIA CIVIL CODE § 51.9]
5. VIOLATION OF THE RALPH ACT [CALIFORNIA CIVIL CODE § 51.7]
6. INTERFERENCE WITH THE EXERCISE OF CIVIL RIGHTS IN VIOLATION OF THE BANE ACT [CALIFORNIA CIVIL CODE §

- 52.1]
 - 7. FRAUD
 - 8. VIOLATION OF BUSINESS AND PROFESSIONS CODE SECTION 17200
 - 9. INTENTIONAL INTERFERENCE WITH PROSPECTIVE ECONOMIC ADVANTAGE
 - 10. INTENTIONAL INFLICTION OF EMOTIONAL DISTRESS
 - 11. NEGLIGENT INFLICTION OF EMOTIONAL DISTRESS
 - 12. NEGLIGENCE
 - 13. NEGLIGENT HIRING AND RETENTION
 - 14. DEFAMATION
 - 15. CLAIM FOR DECLARATORY AND INJUNCTIVE RELIEF
- REQUEST FOR JURY TRIAL
- AMOUNT IN CONTROVERSY EXCEEDS MINIMUM JURISDICTIONAL AMOUNT

Plaintiff Larissa Anderson complains against Defendants BIKRAM CHOUDHURY, an individual; BIKRAM’S YOGA COLLEGE OF INDIA, L.P., BIKRAM CHOUDHURY YOGA, INC., (in place of Defendant Doe No. 1), and Defendant BIKRAM, INC. (in place of Defendant Doe No. 2) and DOES 3-25 as follows. Defendants BIKRAM CHOUDHURY, an individual; BIKRAM’S YOGA COLLEGE OF INDIA, L.P., BIKRAM CHOUDHURY YOGA, INC., (in place of Defendant Doe No. 1), and Defendant BIKRAM, INC. (in place of Defendant Doe No. 2) and DOES 3-25 are collectively referred to herein as “Bikram Yoga” or “Bikram Family” or “The Community.”

NATURE OF THE ACTION

1. Plaintiff Larissa Anderson brings this lawsuit because she was sexually assaulted by Bikram Choudhury on October 31, 2011, and subsequently retaliated against in her business as a result of refusing his advances. Because Larissa Anderson would not sexually submit to her Guru, Defendant Bikram Choudhury, he refused to promote her Yoga Studio, contrary to the affiliation agreement he had signed with her. At the time of the assault, Bikram

1 Choudhury had already personally approved the studio, down to the floor plan, and knew that
2 Larissa Anderson had began negotiating a lease, had retained a contractor, and taking out
3 hundreds of thousands of dollars in debt to open the studio.

4 2. On October 31, 2011, Bikram Choudhury attacked and sexually assaulted
5 Larissa Anderson, at which time she was able to fight him off and refuse his “offers” of sex.
6 Defendant Bikram Choudhury had previously raped her in November of 2006, when she was
7 younger, and she had been unable to fight him off. Further, Plaintiff Larissa Anderson was a
8 victim of gender violence and other unlawful acts that caused her physical and emotional harm
9 as well as deprivation of a meaningful income. At the time of the assault on October 31, 2011,
10 Bikram Choudhury had lured Larissa into a false sense of security, convincing her that he
11 respected her, was not sexually interested in her, and believed she could be a senior teacher with
12 the ability to lead seminars, which was a form of career advancement that she and other teachers
13 greatly desired.

14 3. When Bikram Choudhury retaliated against Larissa Anderson by refusing
15 to let her studio be listed on the Bikram Yoga website or to promote her in violation of their
16 affiliation agreement, her business suffered because students were uninterested in attending an
17 unaffiliated studio, and some teachers were afraid that their certifications would be revoked if
18 they taught for Larissa.

19 4. Defendant Bikram Choudhury also misled Larissa Anderson about the
20 profitability of opening a Bikram Yoga “franchise” studio, claiming that she would earn more
21 than \$600,000 per year, and encouraging Plaintiff to take out a \$250,000 loan to open a studio in
22 Kirkland, Washington (the “Kirkland Studio.”)

23 5. Plaintiff also contends that Defendants 3-25 (whose precise names are not
24 known to Plaintiff), who were other entities or persons in Defendant Bikram Choudhury’s inner
25 circle, were aware of Defendant Bikram Choudhury’s pattern and practice of causing, inducing,
26 or persuading young women to enroll in teacher training classes to become yoga instructors so
27 that Choudhury would have access to the young women and could sexually assault and/or rape
28

1 them. Plaintiff also contends that Defendants 1-25 (whose precise names are not known to
2 Plaintiff), who were other entities or persons in Defendant Bikram Choudhury's inner circle,
3 were aware of Defendant Bikram Choudhury's propensities to sexually assault and/or rape young
4 women, and induce them to have sex with him in exchange for advancement within the
5 organization yet they did nothing to prevent this from happening to Plaintiff or to protect her.
6 Defendants 3-25 were also aware that Bikram Choudhury sought out vulnerable people, like
7 Plaintiff, who came to Yoga to heal from trauma, and used his status as a guru to identify and
8 victimize the most vulnerable women from among his flock, grooming them, breaking down
9 barriers, and ultimately assaulting them when they were at their most physically, emotionally, or
10 financially vulnerable, and depriving them of sleep in order to weaken them for the eventual
11 assault. Despite this knowledge, Defendants did nothing to protect these women.

12 6. Plaintiff is informed and believes and otherwise contends that all the
13 Defendants (including those whose precise names are not known to Plaintiff) in some manner or
14 another conspired to facilitate, ratify or authorize Defendant Bikram Choudhury's unlawful
15 conduct as alleged here or otherwise engaged in their own unlawful acts toward Plaintiff.

16 7. As a direct consequence of these unlawful acts, Plaintiff has suffered
17 severe emotional distress including post-traumatic stress disorder, depression, and anxiety, as
18 well as persistent and distressing nightmares, as well as economic, consequential, and other
19 damages, all to her detriment. Defendants' actions forced Plaintiff to hire attorneys and file suit
20 and she, therefore, has incurred substantial attorneys' fees and costs.

21 PARTIES

22 8. Plaintiff Larissa Anderson (hereinafter "Larissa Anderson," "Plaintiff," or
23 "Larissa") is a resident of the state of Washington and a citizen of the United States of America.
24 Larissa Anderson is a young woman who is fully qualified as a yoga teacher and studio owner
25 and who was certified by Defendants Bikram Choudhury (hereinafter, "Choudhury" or
26 "Defendant Choudhury") and the other Bikram Choudhury entities including Bikram's Yoga
27 College of India, L.P., Bikram Choudhury Yoga, Inc., Bikram, Inc. (hereinafter collectively
28

1 referred to as “Yoga College.”) and the other to teach “Bikram Yoga” which is a type of Hatha
2 Yoga practiced in rooms heated to 105 degrees Fahrenheit.

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

5 10. Plaintiff is informed and believes that Defendant Bikram’s Yoga College
6 of India, L.P. is a California Limited Partnership (California Secretary of State No.
7 200223100010) and operated in the City and County of Los Angeles at all times material to this
8 complaint. Plaintiff is informed and believes that Defendant Bikram Choudhury treats the
9 partnership as his “alter ego” rather than as a separate entity, and that upholding this legal entity
10 and allowing Defendant Bikram Choudhury to escape personal liability for its actions would
11 sanction a fraud or promote an injustice. The agent for service of process for Defendant Bikram’s
12 Yoga College of India, L.P. is identified on the California Secretary of State website as “Bikram
13 Choudhury Yoga, Inc.” however such entity does not appear to be registered with the State of
14 California and the details of its formation and place of incorporation are unknown to this
15 Plaintiff. Plaintiff reserved the right to add this entity in place of a Doe Defendant should
16 discovery reveal that this entity is responsible for the actions or inactions alleged by Plaintiff
17 herein.

18 11. Plaintiff is informed and believes that Defendant Bikram Choudhury
19 Yoga, Inc. is a California Corporation (California Secretary of State No. C2288343) and
20 operated in the City and County of Los Angeles at all times material to this complaint. Plaintiff
21 is informed and believes that Defendant Bikram Choudhury treats this corporation as his “alter
22 ego” rather than as a separate entity, and that upholding this legal entity and allowing Defendant
23 Bikram Choudhury to escape personal liability for its actions would sanction a fraud or promote
24 an injustice.

25 12. In place of “Doe No. 1,” Plaintiff names as a Defendant Bikram
26 Choudhury Yoga, Inc. Plaintiff is informed and believes that Defendant Bikram Choudhury
27 Yoga, Inc. is a California Corporation (California Secretary of State No. C2288343) and
28

1 operated in the City and County of Los Angeles at all times material to this complaint. Plaintiff
2 is informed and believes that Defendant Bikram Choudhury treats this corporation as his “alter
3 ego” rather than as a separate entity, and that upholding this legal entity and allowing Defendant
4 Bikram Choudhury to escape personal liability for its actions would sanction a fraud or promote
5 an injustice.

6 13. In place of “Doe No. 2,” Plaintiff names as a Defendant Bikram, Inc.
7 Plaintiff is informed and believes that Defendant Bikram, Inc. is a California Corporation
8 (California Secretary of State No. C3099579) and operates in the City and County of Los
9 Angeles at all times material to this complaint. Plaintiff is informed and believes that Defendant
10 Bikram Choudhury treats this corporation as his “alter ego” rather than as a separate entity, and
11 that upholding this legal entity and allowing Defendant Bikram Choudhury to escape personal
12 liability for its actions would sanction a fraud or promote an injustice.

13 14. Plaintiff is informed and believes that the true names and capacities,
14 whether individual, corporate, associate or otherwise, of Defendants Does 3 through 25, are
15 unknown to Plaintiff, who therefore sues said Defendants by such fictitious names. Plaintiff will
16 amend this Complaint by inserting the true names and capacities of each such Defendant, with
17 appropriate charging allegations, when they are ascertained. Plaintiff is informed and believes
18 and thereon alleges that each of the Defendants designated herein as a “Doe” is responsible in
19 some manner for the injuries suffered by Plaintiff and for damages proximately caused by the
20 conduct of each such Defendant as herein alleged.

21 15. Defendants BIKRAM CHOUDHURY, an individual; BIKRAM’S YOGA
22 COLLEGE OF INDIA, L.P., BIKRAM CHOUDHURY YOGA, INC., (in place of Defendant
23 Doe No. 1), and Defendant BIKRAM, INC. (in place of Defendant Doe No. 2) and DOES 3-25
24 are collectively referred to herein as “Bikram Yoga” or “Bikram Family” or “The Community.”

25 16. Plaintiff is informed and believes and thereon alleges that at all times
26 material to this Complaint, Defendant and each of the Defendants fictitiously named in this
27 Complaint, in addition to acting for himself, herself or itself, and on his, her or its own behalf
28

1 individually, is and was acting as the agent, servant, employee and representative of, and with
2 the knowledge, consent and permission of, and in conspiracy with each and all of the Defendants
3 and within the course, scope and authority of that agency, service, employment, representation
4 and conspiracy. Plaintiff further alleges on information and belief that the acts of each of the
5 Defendants were fully ratified by each and all of the Defendants. Specifically, and without
6 limitation, Plaintiff alleges on information and belief that the actions, failures to act, breaches,
7 conspiracy and misrepresentations alleged herein and attributed to one or more of the specific
8 Defendants were approved, ratified and done with the cooperation and knowledge of each and all
9 of the Defendants.

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

13 VENUE

14 18. Venue is proper because Defendant Yoga College is a limited partnership
15 that is doing business, or has done business during the times related herein, in the City and
16 County of Los Angeles.

17 19. Defendant Bikram Choudhury, individually and as a managing agent of
18 Defendant Yoga College, resides in Beverly Hills, California and committed acts causing harm
19 to Plaintiff in the State of California.

20 20. The injuries to Plaintiff occurred in Los Angeles, California.

21 CONTINUING VIOLATIONS

22 21. The wrongful acts and omissions giving rise to the Defendants' liability in
23 this action commenced in or about 2006 and have been and are "continuing" in nature as of the
24 date of filing this Complaint. Plaintiff reserves the right to amend this Complaint as new and
25 additional facts and claims arise or become known to Plaintiff.

26 TOLLING DUE TO DURESS AND DISABILITY

1 22. Plaintiff was incapacitated for period at a time due to PTSD, anxiety, and
2 severe depression as a result of Defendant Choudhury's actions, and as a result was incapable of
3 transacting business or understanding the nature and effect of her actions, and as a result is
4 entitled to equitable tolling of her claim as well as tolling under California Code of Civil
5 Procedure section 352.

6 23. Further, Defendants placed Plaintiff under emotional duress in an attempt
7 to prevent her from filing suit or otherwise complaining of their unlawful acts. Plaintiff contends
8 that Defendant Bikram Choudhury has made threatening comments or otherwise engages in
9 implicitly threatening actions in an attempt to prevent her from coming forward. Under
10 California law, threats and undue influence are both grounds for tolling based on estoppel. "It is
11 well settled that where delay in commencing an action is induced by the conduct of the
12 Defendant, he cannot avail himself of the defense of the statute [of limitations]. [Citations.]"
13 (*Gaglione v. Coolidge* (1955) 134 Cal.App.2d 518, 527, 286 P.2d 568; see also *Rupley v.*
14 *Huntsman* (1958) 159 Cal.App.2d 307, 313, 324 P.2d 19; *Langdon v. Langdon* (1941) 47
15 Cal.App.2d 28, 32, 117 P.2d 371; *Industrial Indem. Co. v. Ind. Acc. Com.* (1953) 115 Cal.App.2d
16 684, 689, 252 P.2d 649; *Carruth v. Fritch* (1950) 36 Cal.2d 426, 434, 224 P.2d 702.)

17 **TOLLING DUE TO DEFENDANT UNAVAILABILITY**

18 24. On information and belief, Defendant Choudhury regularly leaves the
19 State of California and the United States for at least three (3) months a year, if not longer. Under
20 California law, the statute of limitations does not run while a resident Defendant is out of state.
21 (Code Civ. Proc., § 351.)

22 **FACTUAL DISCUSSION**

23 **A. BIKRAM YOGA**

24 25. Bikram Yoga is a system of yoga that Defendant Bikram Choudhury
25 claims he synthesized from traditional Hatha yoga techniques and popularized beginning in the
26 early 1970s. All Bikram Yoga classes run for 90 minutes and consist of the same series of 26
27
28

1 postures and 2 breathing exercises. Bikram Yoga is typically practiced in a room heated to
2 105°F (≈ 40.6°C) with a humidity of 40%.

3 26. On information and belief, there are over 650 Bikram Yoga studios around
4 the world. On information and belief, in an effort to endear themselves to Defendant Bikram
5 Choudhury, certain Bikram Yoga studio owners, instructors and practitioners encourage young,
6 attractive and/or vulnerable female students to attend Teacher training (“TT”) and become
7 certified because they know of Defendant Bikram Choudhury’s penchant for small, younger
8 women who are flexible and “love the yoga.”

9 **B. BIKRAM YOGA TT.**

10 27. The only way to become a Bikram certified yoga instructor and teach at an
11 official Bikram yoga studio is to complete Bikram Yoga TT. The course lasts nine weeks, six
12 days a week, more than twelve hours a day, and costs approximately \$13,000 for tuition and for
13 hotel rooms. Students are required to stay in the hotel where TT is occurring and pay for their
14 own food. They must leave behind their family, their jobs, their entire life, and during TT, are
15 barred from having sex, even if they are married. It is a total immersion experience.

16 28. At least twice a year, Defendant Bikram Choudhury and his wife
17 Rajashree hold a TT in California. They also held TTs in Acapulco, Mexico, and Hawaii and
18 provide “recertification” training and yoga seminars around the world.

19 29. Defendant Bikram Choudhury requires past students to volunteer to work
20 at TT under the guise of “Karma Yoga” saying that it was their obligation to give back what they
21 have been given by Defendant Bikram Choudhury. There is an undercurrent of promises that if
22 you serve “the Family” or “the Community” it will help you become a better teacher, help you to
23 become a studio owner, and/or promote the benefits of yoga. Certified Bikram Yoga teachers
24 work at the TT for little or no pay. Many of these “volunteers” step away from their jobs or
25 income-producing work and travel to these TT’s at great personal expense for fear that if they do
26 not do as Defendant Bikram Choudhury demands, they will suffer and be barred from teaching.
27 Some “volunteers” are so in fear of Defendant Bikram Choudhury’s wrath that they will travel
28

1 from other countries and enter the United States illegally to work for Bikram for free, risking
2 violating immigrations laws. Once in the United States, these “volunteers” are required to serve
3 Defendant Bikram Choudhury for zero or little pay. Their duties include grooming him,
4 massaging him, making his tea, bring him food and being forced to submit to sexual assaults and
5 rapes against their will.

6 30. During TT, every moment of a student’s day is controlled by the schedule
7 set by Defendant Bikram Choudhury. The day usually starts at 7:00 a.m., and ends between 2:00
8 and 3:00 a.m. Students are required to attend each and every class, and spend eight plus hours a
9 day being instructed. When they can eat, what they can drink during class (water only, and even
10 that is heavily frowned upon by Defendant), what they wear (i.e., must not wear color green,
11 bandeau tops were banned, and must wear tight, skimpy clothing), the expressions on their faces,
12 the words that come out of their mouths and the position of their bodies are all controlled by
13 Defendant Choudhury and other instructors.

14 31. Plaintiff is informed and believes that Defendant Bikram Choudhury
15 purposefully seeks out traumatized or vulnerable young women whom he believes he can
16 manipulate. This is particularly true for young women. He describes Americans as having a
17 “screw-loose brain” and has repeatedly said that “they come to me to be fixed.” As part of being
18 “fixed,” followers are taught to blindly and unquestioningly obey every wish and command of
19 their guru.

20 32. If students miss a TT class, or accidentally forget to sign in to class at the
21 very beginning, they must attend makeup classes.

22 33. On a typical day, students will do the ninety-minute Bikram Yoga
23 sequence twice, and spend five hours or more in posture clinic, practicing the postures and
24 learning The Dialogue. Plaintiff and others sit through hours of lectures, and read extensively on
25 the subjects of another and yoga. Nighttime, with what little free time they have, is often spent
26 studying The Dialogue, which they must memorize and perform, at times in front of hundreds of
27 students.

1 34. In retrospect, Plaintiff is informed and believes, that the sole purpose of
2 the TT was to break down her body, will and spirit to rebuilt in the vision and teachings of
3 Defendant Bikram Choudhury. Day in and day out TT students are pounded with, among other
4 things, the “knowledge” that:

- 5 a. Bikram Yoga is the only true yoga – all others are false;
- 6 b. That Bikram Yoga can cure cancer and other life threatening illnesses;
- 7 c. That Bikram Yoga will enable practitioners to live to be 100 years old;
- 8 d. That Defendant Bikram Choudhury is on the same level as Jesus Christ or the
9 Buddha;
- 10 e. That Defendant Bikram Choudhury was given special knowledge by his Guru;
- 11 f. That TT students lives will be ruined if they don’t follow the teachings of
12 Defendant Bikram Choudhury; and,
- 13 g. That the TT students must completely submit their lives, will and spirit to TT and
14 to Defendant Bikram Choudhury.

15 35. During lectures, Defendant Bikram Choudhury would chant the first part
16 of a phrase he had been teaching, and hundreds of students would shout back in unison the rest
17 of the phrase.

18 36. As for the classes, Defendant Bikram Choudhury would greet the students
19 by saying, “Welcome to Bikram’s [or my] torture chamber.” During the classes only Defendant
20 Bikram Choudhury is allowed to speak. No one else may speak unless they are spoken to.
21 Defendant Bikram Choudhury demands complete and total unquestioning obedience. When
22 Defendant Bikram Choudhury enters the room, it goes silent. No one speaks. Defendant Bikram
23 Choudhury will make an example out of anyone who does not give him complete obedience.
24 Plaintiff remembers one occasion where a student was wearing a bandeau top that he just
25 decided to ban from being worn in any of his classes. Defendant Bikram Choudhury became
26 enraged. He stopped the class, and yelled at the girl to come up to his throne and in front of
27 hundreds of TT students, proceeded to rant at the student and the trainees, saying, "I hate these
28

1 tops, I don't ever want to see anyone wearing a top like this in my class or at any Bikram studio!
2 This is crap. You tug, adjust, pull on it constantly. If your boobs fall out so what! You are not
3 doing yoga when you are playing with your tops. Do not move unless I tell you. Do you get my
4 point?" The hundreds of students agreed to his rant in fear of upsetting him more. The young
5 woman walked off humiliated and embarrassed for being displayed in front of everyone for
6 wearing her yoga clothes unaware that Defendant Bikram Choudhury had banned this clothing
7 from his class only hours earlier.

8 37. Students are also often required to attend evening lectures, where
9 Defendant Choudhury rants on subjects including his negative views on certain races; negative
10 views on homosexuality; the moral lassitude of Americans; his guru; his views on sex, marriage,
11 and relationships; and whatever else he should care to talk about. In addition to this
12 indoctrination, Defendant Choudhury will often require that students stay up until 2:00 a.m. or
13 3:00 a.m., watching Bollywood movies with him while young female followers, sometimes
14 students, sometimes teachers, rub his feet and massage him for hours.

15 38. Even for devoted students who have been performing Bikram Yoga once a
16 day, TT was brutal. People who did the practice daily were breaking down. Students are known
17 to faint during class for a number of reasons including dehydration, gastrointestinal problems,
18 vomit on their mate, pee on themselves, suffer heat stroke, and according to a reporter who
19 attended TT, seizures. Other students have reported that it is common for students to collapse
20 and be unable to rise, or to be overcome with weeping in a room full of hundreds of people due
21 to the sheer physical exhaustion. These experiences were all dismissed by staff members and
22 even by Bikram himself, often times being chalked up to healing reactions, and promises that the
23 yoga will "build character" and "make you stronger" or "make you money proof, sex proof,
24 bullet proof, everything proof," instead of being acknowledged as bodies crying out for food and
25 rest. Trainees are given a false impression that if they "get through it," (TT) they are somehow
26 physically, mentally, emotionally, and spiritually superior to people who have not submitted to
27
28

1 such intense training. This creates dangerous and confusing approaches to yoga practice that is
2 subsequently passed on to the public studying with students who are taught in this environment.

3 39. Plaintiff is informed and believes that Defendants do not pay a medical
4 professional to be on staff during the training. Defendant Bikram Choudhury discourages
5 followers from attending psychotherapy, regardless of their mental state. He publicly
6 discourages students from getting help, saying, “Your only problem is that you have no problem”
7 and/or “Western people have too many choices, I give you no choice.” Defendant Bikram
8 Choudhury would preach, “Therapists make you crazy, I make you strong enough, you don’t
9 need a therapist when you do my yoga.”

10 40. If a student objects to anything Defendant Bikram Choudhury says or
11 does, he or she risks being banished and losing everything. If a student drops out of the course
12 or is ejected, he or she generally will not receive a refund. The decision as to whether a student
13 will be certified is in the sole discretion of Defendant Bikram Choudhury. Once certified, the
14 newly certified instructor may only teach at an approved Bikram Yoga studio.

15 41. Each and every student who attends TT attends weeks of classes led by
16 Defendant Bikram Choudhury. Defendant Choudhury’s classes are peppered with highly
17 offensive and inappropriate language, sexual talk, and even sexual commentary directed at
18 individual students, particularly women. Defendant Choudhury requires certain female followers
19 to brush his hair in front of the entire class, and has been known to demand kisses from female
20 students in public.

21 42. Plaintiff is informed and believes that, taken together, these practices
22 enabled Defendant Choudhury to wear down the resistance of Plaintiff.

23 **C. PLAINTIFF LARISSA ANDERSON IS INTRODUCED TO BIKRAM YOGA.**

24 43. Plaintiff Larissa Anderson began practicing Bikram Yoga in 1998, when
25 she was only 22 years old. The studio she attended, Yoga Fitness in Kirkland, Washington, was
26 owned by a Bikram Choudhury protégé, “G.G.”, who subsequently had a public and ultimately
27 litigious falling out with Bikram Choudhury.

1 44. Larissa Anderson was a skillful practitioner. She found that yoga gave her
2 focus, calm, direction, and made her life more meaningful. She came to Yoga having a prior
3 history of sexual trauma, and felt that the practice allowed her to recover from prior abuse, to
4 reclaim and reconnect with her body. As a young student, she was delighted to meet Defendant
5 Bikram Choudhury at a special dinner thrown in his honor when he visited “G.G.” in
6 Washington. This was the first time Larissa had met Bikram or his family, and meeting the man
7 she saw as her guru inspired her.

8 45. Soon after, Larissa took the “Bikram challenge” which involves
9 performing the entire 90-minute Bikram sequence in a hot room for 100 or more consecutive
10 days. She felt that completing the challenge was a transformative event, and she promised
11 herself that from this point forward, she would dedicate her life to Bikram Yoga, vowing to
12 become a teacher and even own her own studio one day. Larissa promised herself that she would
13 teach Bikram Yoga until the day she died. She felt that Bikram’s method had been so beneficial
14 to her that she had to share his teachings with as many people as would listen. Larissa Anderson
15 considered Bikram Yoga her passion, her profession, her practice, and felt that it was everything
16 to her.

17 46. As a result of this devotion, Larissa began to dedicate all her spare time
18 and energy to the studio where she practiced. Her studio owners even taught her how to lead
19 classes herself, taught her the dialogue, and let her lead a class of her very own. Larissa was
20 hooked. She organized and marketed the first Washington regional yoga championship in 2001,
21 coordinated the competitor’s training practice, all as a volunteer.

22 47. In 2002, Larissa Anderson was assigned to attend to Rajashree Choudhury
23 at a Yoga Festival, and stayed in Rajashree’s hotel room, providing massages and functioning as
24 a personal assistant.

25 48. Larissa Anderson also repeatedly visited Defendant Bikram Choudhury in
26 his home, staying as a guest with her then-boyfriend, “G.G.”, between 1999 and 2003. Larissa
27 and “G.” would attend to Defendant Bikram Choudhury when they visited, massaging his feet
28

1 and hands. During this time, Larissa learned that it was considered an “honor” to serve her guru,
2 and that his requests were to be immediately complied with, without regard to whether Larissa
3 was tired, uncomfortable, or unwilling. Larissa was taught that it was the highest possible honor
4 to serve the guru and his family.

5 49. During one such visit, Defendant Bikram Choudhury requested to look
6 into Larissa’s eyes. This made Larissa very uncomfortable, and feeling shy and awkward, she
7 said “No,” and turned her face away. “G.G.”her then-boyfriend, told her it was “okay” and that
8 she should “let him look at your eyes.” Larissa reluctantly complied. Bikram put his hands on
9 Larissa’s face, held her chin, and turned her face towards him. He looked deeply into her eyes
10 and said, “You have very beautiful eyes. We are connected.” Larissa then pulled her face out of
11 his hands, and looked away, stunned. The entire exchange made Larissa very uncomfortable. It
12 seemed inappropriately intimate, and was embarrassing to her, especially since it had happened
13 in the presence of her boyfriend.

14 50. Over time, Larissa’s involvement in both The Community and Bikram
15 Choudhury’s immediate family began to take over more and more of her life. Unlike many
16 students, Larissa was given tasks that family members would often perform, at the direct request
17 of Bikram’s wife and mother-in-law. She would plate and serve his food, and was eventually
18 taught to cook Indian food and to make lasses—an Indian drink—for Bikram to eat and drink.
19 She was taught to speak very little, be agreeable, be always available to serve Bikram and
20 Rajashree, and to provide massages upon demand. Her role as a quiet obedient follower was
21 emphasized over and over again. Larissa was made to understand that as a woman, her
22 submission and silence were particularly crucial.

23 51. On another visit to Bikram’s home in Los Angeles with her then-boyfriend
24 “G.G.”, Bikram Choudhury began to behave in an inappropriate and sexual manner towards
25 Larissa. When she was alone with him, massaging him, Defendant Bikram Choudhury
26 instructed Larissa to massage his butt. Defendant Bikram Choudhury was lying face down
27 underneath a towel on the floor of the master bedroom of his home at the time. Larissa
28

1 expressed discomfort with this new request, but when she demurred, her guru told her that it was
2 fine. Because he was her guru, based on all of the “teaching” she had received through the
3 Community and from members of his own household, Larissa did not feel that she could reject
4 his request.

5 52. At one point during the first half of the massage, Defendant Bikram
6 Choudhury suddenly blurted out: “I can make you famous!” Defendant Bikram Choudhury then
7 promised Larissa he had the power and ability to make it so.

8 53. Larissa responded “I do not want to be famous -- just a great yoga
9 teacher.” When Bikram was ready to turn over to continue the massage after this odd outburst,
10 he exposed his nude body to her flipping the blanket up while he turned over. Larissa turned
11 around quickly, embarrassed. Seeing her discomfort, Bikram was nonchalant, and acted as
12 though it had been an accident, after seeing Larissa’s reaction. But it was obvious, to her, that he
13 did it on purpose. He had made no effort to turn over carefully or keep himself covered.

14 54. Larissa told no one, as she was too embarrassed to say anything. Larissa
15 wanted to believe it was a mistake, like Defendant Bikram said; “an accident” that he exposed
16 himself to her. She convinced herself that was what happened and wanted to forget about it from
17 that point forward.

18 55. By this time, Larissa had become accustomed to being treated like one of
19 the family. She was one of very few people who were treated as part of Bikram’s immediate
20 family circle. She spent hours massaging Defendants Bikram and Rajashree, even if she was
21 exhausted, and she was explicitly instructed never to complain. She was drawn further and
22 further into Bikram’s web. He told her exciting stories about travel, yoga, teaching, and his
23 culture. She had a very close relationship with both of Defendant Bikram’s children, Laju and
24 Anurag. Larissa functioned almost as an aunt or older sister to Laju, helping her study, pick out
25 clothes to wear to school, and pack for family trips. She was Laju’s confidante, they would at
26 times sleep in the same room or even the same bed, would go shopping together, and would get
27 their nails done together.

1 56. In 2003, Larissa attended the Fall Bikram Yoga Teacher Training (“Fall
2 TT”) in Los Angeles. When she introduced herself at Fall TT, Bikram interrupted her and told
3 the entire class that she was his student, and had finally listened to him and agreed to attend TT.

4 57. Fall TT was intense. Many students left during the first two weeks.
5 Students rarely had time to eat, and Larissa remembers students being hospitalized due to
6 exhaustion. Students were kept awake and in “classes” from 8:00 a.m. to at least 11:00 p.m.
7 Sometimes classes ran until 1:00 a.m. The training staff was unkind to students who fell asleep,
8 and would walk around waking them up in various embarrassing ways. Larissa remembered
9 seeing Craig Villani spit on his finger and stick it in a student’s ear to wake the student up. She
10 was disgusted and disturbed, and vowed that she would never treat a student or trainee in that
11 manner.

12 58. During the training, like many other female students, she was called on to
13 brush Bikram’s hair in front of the class, and give him regular massages. He requested her
14 repeatedly, and favored her over other female students.

15 59. Larissa graduated from teacher training, and was even invited to attend the
16 Bikram Yoga Expo where she received special privileges as a close friend of the Choudhury
17 family.

18 60. Larissa quickly gained renown in the Bikram Yoga community. She was
19 certified as a judge in 2003, and immediately sought after as a judge for the San Francisco
20 Regional Competition in 2004.

21 61. Bikram also praised Larissa to her then-boyfriend, “G.G.” One day, when
22 she was brushing Bikram’s hair in the living room, Bikram told “G.” that he should marry
23 Larissa, because she was a good woman and she and “G.” were well-matched. Larissa was
24 pleased by her Guru’s faith in her.

25 **D. LARISSA ANDERSON IS EXILED FROM THE BIKRAM COMMUNITY AND BLACKLISTED**

26 62. During 2004 and 2005, a deep rift developed between Larissa’s former
27 boyfriend, “G.G.”, and Bikram Choudhury. During that time, “G.G.” began opening yoga
28

1 studios in many cities, and Larissa continued to teach for him in Portland, Oregon, and for
2 another studio owner in Bellevue, Washington.

3 63. Defendant Bikram was furious. He began repeatedly calling Larissa, and
4 she avoided the calls, afraid of what he would do in his anger. Finally, she took a call from him,
5 and was summoned to Los Angeles. Larissa decided it was important for her to make it clear
6 that she was not a part of Bikram and “G.’s” conflict, so she booked a flight to Los Angeles to
7 see her guru.

8 64. Bikram asked Larissa into his office and to sit down. She was unsure
9 where the conversation would lead but felt an uneasy ‘air’ in the room. He started out by
10 questioning Larissa “Have I ever lied to you? Have I ever cheated you? Have I ever taken
11 money from you?” Larissa said: “No, I guess not.” Bikram continued: “Have I not always been
12 here for you and taken care of you? Do I not always tell you the truth?” Larissa replied: “I
13 suppose so.” Larissa was getting increasingly uncomfortable with the line of questions and the
14 purpose for the meeting. Bikram went further on to say: “ ‘G.’ is a liar, a cheat, he steals money.
15 He took money from Brenda from New York. He stole money from me. He is a very bad
16 person. It is unsafe for you to be around him. He went against me and when people turn their
17 backs on me horrible things happen to them – sometimes they get very sick – sometimes they go
18 crazy - sometimes they die. They get bad Karma. I don’t know why but it happens to everyone
19 who has gone against me. ‘G.’ is like a cancer. He is like gangrene; you must cut him out of
20 your life. When he goes down, you will too. You are too sweet of a girl to follow a man of such
21 evil. I am trying to save you from bad karma. I am trying to help you take the right path. I have
22 never steered you wrong, ever. You need to listen to me.”

23 65. After this long speech, Larissa tried to defuse the situation, saying,
24 “Bikram, I hear what you are saying. And what you say may be true, but it is not my experience
25 of “G.” I am sorry about what happened between you two. It’s between you and him, not me.
26 You have always been good to me and treated me like family. I love this yoga and love
27 teaching. That’s all I want to continue doing.”

1 66. But Bikram refused to let the matter drop, insisting that Larissa choose
2 between him and “G.” This intense discussion between Larissa and Bikram went on for what
3 seemed like hours. At the conclusion of two hours, Bikram indicated that he finally had enough,
4 and very firmly stated: “Larissa, I have spent the last two hours with you trying to get you to see
5 the truth. Trying to save your life from harm. You have to make a choice – follow “G.” and
6 accept the karma for your choice or follow me - Bikram yoga - where you will be taken care of
7 and successful. I promise you that. You must make a decision? What are you going to
8 choose?”

9 67. Larissa’s heart sank when she heard this. She thought it was unfair of
10 Bikram to force her to choose between him and “G.” She paused in silence before answering
11 him: “I am sorry Bikram, I am not going to make that kind of decision.” Bikram stood up behind
12 his desk and said: “Okay, you have made your choice. You need to leave. You are no longer
13 welcome here.” Larissa was shocked in disbelief. She got up from the chair and he waved her to
14 follow him to the office door. He hugged her and gave her a kiss on the cheek in the reception
15 area where staff and other people were around and quietly whispered to her “Goodbye, it’s time
16 for you to go.” He smiled and patted her on the arm. Still stunned, Larissa hesitated for a
17 moment thinking this was just a bad dream that she would wake up from. Bikram returned to his
18 office, behaving in a cold and distant manner. The staff seemed unaware that anything was
19 unusual or that he just kicked Larissa out of the “Bikram Family”. She gathered her things
20 behind the desk and left headquarters.

21 68. Larissa left Los Angeles lost and confused as to what she would do next.
22 No more visits to teacher training. No more opportunities to learn from the senior teachers. No
23 chance for her to grow professionally. It was like her life as a yoga teacher crumbled in an
24 instant and there was nothing she could do to remedy it. Bikram had become a strong voice in
25 Larissa’s life. She looked at him not only like a father, but a Guru, almost God-like. Not having
26 his support or connection to his immediate family was traumatizing and devastating. She was
27 deeply humiliated and wounded from being kicked out at the hands of her revered Guru. She
28

1 didn't understand how he could do this to her after she dedicated her life to his yoga and had
2 repeatedly proven her continued devotion to the practice and to him and his family.

3 69. There was no more communication between Larissa and the Choudhury
4 family. This caused a great deal of stress and immense sadness for Larissa, particularly because
5 of her close relationship with Laju.

6 70. Larissa was blacklisted, and her ability to earn money decreased
7 dramatically. Because she could not return to teacher training and be recertified, Bikram studios
8 were not permitted to hire her. Upon her return she sought out various side-jobs and teaching
9 opportunities at non-Bikram studios. She remained with a few Bikram studios that she had prior
10 good standing with, but it was kept quiet. Despite her blacklisting, she was well-known enough
11 in the community that she was still offered (unpaid) opportunities to judge yoga competitions.

12 71. Due to the stress and sadness that Defendant Bikram had caused her,
13 Larissa's family became concerned about her and encouraged her to take a corporate job far
14 away from the yoga world. Larissa did so for a short time, and was very successful, but she
15 missed Bikram Yoga, which she considered her true calling in life. So she quit her job to return
16 to teaching yoga.

17
18 **E. 2006: LARISSA RECONCILES WITH BIKRAM CHOUDHURY AND IS RAPED BY HIM**

19 72. Shortly after becoming a yoga instructor for a second time, in late 2006,
20 Larissa attended a Vipassana silent 10-day meditation retreat. She believed that Bikram
21 communicated with her during the retreat and told her it was time to come home to the Bikram
22 Yoga community.

23 73. On a practical level, Larissa also knew that the only way for her to
24 advance her teaching career and earn a living was to reconcile with Bikram Choudhury and
25 return to his good graces. Larissa realized that she had no choice but to ask for his forgiveness
26 and be allowed to visit the teacher training again. She knew that it was at Bikram's sole
27 discretion whether or not one is accepted in the community or blacklisted. Whatever Defendant
28

1 Bikram says becomes the 'Law' in the community and enforced by his staff. Bikram already
2 showed his power when he kicked Larissa out of headquarters years before. Larissa had also
3 seen this happen to many other well-known teachers. Sometimes Bikram would post on his
4 website that a formerly prominent teacher was not allowed to be hired by any Bikram Studios,
5 ever.

6 74. Knowing all of this, and the structure of the organization under Bikram
7 'Law', Larissa thought that the only way to progress to being a senior teacher and to earn a
8 livelihood in her chosen profession was by returning to the Community. Bikram would have to
9 personally be convinced of her humility in order for Larissa to become a certified instructor
10 again.

11 75. One day, after teaching a class, Larissa summoned the courage to call
12 Bikram's cell phone. She was so nervous, anxious and afraid of her guru that she was physically
13 shaking. When Bikram answered the phone Larissa said, "Hi Bikram, it's Larissa." Bikram said
14 "Larissa who?" (which was what he had always said when Larissa called, even when she
15 practically lived with his family). Larissa said: "Larissa from Seattle." Bikram said, "Oh, hello
16 sweetheart. What took you so long to call me back?" Larissa was caught off guard by his casual
17 attitude and the lightness of his tone, since Bikram had kicked her out of the community. Larissa
18 said, "I'm really sorry about what happened before between us." Bikram said, "Sweetheart,
19 don't worry about it. It's like nothing happened. Come visit me, stay at the house. "G." is dead
20 to you now. It's just like it was before, no problems. You are part of our yoga family and
21 always will be. I want you to come down as soon as you can – this month. I am travelling right
22 now but I will be back in Los Angeles soon. Call headquarters and fly down when I am home.
23 My back has been in so much pain and I don't have anyone to take care of me. You are so good
24 at taking care of me. I need a massage so bad." Larissa replied: "You should start taking yoga
25 again, that will help your back feel better. I'll look at my schedule and see when I can fly down
26 to Los Angeles for a visit. Thank you, Bikram, for accepting me back into the family. It means
27
28

1 a lot to me to teach Bikram yoga and I want to be the best teacher I can be!” Bikram said: “Of
2 course sweetheart! I am happy. I will see you very soon!”

3 76. Soon after the phone call, Larissa visited Bikram in Los Angeles.
4 Rajashree and their children were at home too, and just as Bikram promised it was like the old
5 times before the fight. Larissa felt reassured to be warmly welcomed by the family and included
6 in the normal family activities – shopping, cooking, meals, homework, socializing and yoga
7 classes. It seemed that all had been forgiven. Everything was back to ‘normal’. She felt a sense
8 of relief that the relationship of favored student and guru remained intact even after their long
9 estrangement. At the time, Plaintiff Larissa Anderson was working for a Paul Allen company in
10 Bellevue, WA. She started as a receptionist and quickly moved into the sales department.
11 During this time she was completing the 100 day yoga challenge. She was sought after within
12 the company to continue her growth with the potential of a promising career under her
13 supervisor. Larissa quit her job just before receiving her stock benefits because she wanted to
14 become a career yoga teacher instead after meeting Defendant Bikram Choudhury.

15 77. One day, when Bikram was driving Larissa back to his house, he
16 specifically acknowledged their prior estrangement. He looked into her eyes and said: “I am
17 very happy that you have come back. You are a dedicated yogi. I am so glad you came back to
18 the Bikram community. It is a good choice. “G.” is a bad man. It would only give you bad
19 karma to stay with him. “G.” is dead to you now. I will protect you. I never want to see you in
20 pain or sad. You are too sweet and beautiful to ever have pain in your eyes. I will make sure
21 that no one hurts you again.” Larissa said “Thank you Bikram” and pulled her hand out of his.
22 It felt strange and wrong to have him hold her hand like that. She was disturbed by his intensity
23 and by the personal and inappropriate remarks he was making, but felt that she would be
24 punished if she spoke up.

25 78. When they returned to the house that night, dinner was on the table.
26 Larissa served Bikram his meal, and assisted Rajashree with the dinner and cleaning up
27 afterward. After dinner, Bikram’s children went upstairs to their rooms to relax before bed, and
28

1 Rajashree retired to the master bedroom, leaving Bikram and Larissa alone together in the living
2 room.

3 79. They had been alone together many times before, without incident, but
4 this night was different. Larissa got Bikram his water and he asked her to massage his body
5 while they watched a Bollywood movie. He turned the volume up quite loud, which was slightly
6 unusual. Bikram narrated the movie to Larissa since she didn't speak the language. Bikram said
7 that Larissa reminded him of the most beautiful actress in India, who was named Aishwarya Rai,
8 and who was starring in the movie they were watching. Bikram asked Larissa to massage his
9 feet. She obliged – like in the old days. It was an honor to be of service to her Guru. Bikram
10 then asked Larissa to massage him further up his leg. She said she was not comfortable doing
11 that and shook her head no. He asked her to massage his feet again and continued narrating the
12 movie.

13 80. Larissa started to nod off from exhaustion and said she needed to go to bed
14 as they would both surely have a busy day tomorrow. Bikram asked her to stay a little longer to
15 watch the rest of movie with him. She sat on the floor in front of the couch near Bikram's face
16 so she could hear his story-telling that she enjoyed so much. At one point she could not hear
17 what he said and turned to him to listen better. Bikram took her face in one hand and the placed
18 his other hand behind her head and kissed her on the mouth. She was in shock and pulled away
19 but his grip on her head was too strong. He pulled her face back to his and kissed her again on
20 the mouth and tried to put his tongue in her mouth. She kept trying to pull back and tell him
21 "no".

22 81. Bikram would not listen and would not stop. He told Larissa that they
23 were "spiritually connected" and forcefully pulled her face to his and kissed her on the mouth
24 again. Larissa was scared, confused, shocked, and had too much fear of Defendant Bikram to
25 yell for help. She felt Bikram would overpower her if she tried to escape, especially because she
26 could not even pull away from his unwanted kisses. Larissa pleaded with Bikram, "No, I do not
27 want to kiss you. I don't want to have that kind of relationship with you. You are my family. I
28

1 want to go to bed now.” Bikram ignored her pleas and efforts to pull away from him, and
2 chillingly said, “It’s ok sweetheart.”

3 82. Bikram then got up from the couch and grabbed Larissa’s hand. Saying
4 nothing to her, he led her into the family room where they could not be seen from the upstairs
5 bedrooms. (The living room had been in view from the hallways in front of those bedrooms.)
6 Larissa thought maybe he wanted to talk to her about what happened, and perhaps even
7 apologize. But instead, she found herself shocked and frozen when he sat her on the couch and
8 immediately lifted her skirt and took down her panties. Before she could even process what was
9 happening he took his silk boxer shorts down to his ankles and put his unprotected erect penis
10 inside her vagina. Larissa was horrified and went into trauma shock. She simply froze. Larissa
11 could not find her voice to cry out for help. She separated her mind from her body, literally
12 going into an out-of-body experience. She was “watching” Bikram rape her as if she was
13 floating above them. He spread Larissa’s legs apart and ejaculated. It did not last long. Larissa
14 lay there limp, defenseless and unmoving as he removed his penis from inside her. When he was
15 done he stood up and pulled his boxers up from his ankles. He dropped his t-shirt down and
16 walked back to the living room where the Bollywood movie was still playing and the volume
17 was still very loud. He sat back down on the couch as before, like nothing happened at all.
18 Larissa stood up from the couch and pulled her panties back up and fixed her skirt. She was still
19 numb, shaken, and was in complete shock and denial about what had just happened.
20 Mechanically, she walked over to Bikram and said “goodnight”. He said, “Sleep well,
21 sweetheart. See you tomorrow,” as if nothing had happened.

22 83. Larissa was humiliated and demoralized. She had a sense of great shame.
23 Because she had said no so many times and it had still happened, and he had been so eerily calm
24 throughout, Larissa felt that it was somehow all her fault. This circulated in her head over and
25 over and over again. How was she to face Rajashree now? How was she to interact with the
26 kids – Laju and Anurag? How was anything going to be ‘normal’ between them now? Larissa
27 said no, Bikram did not listen or respect her no and raped her in his own house with his wife and
28

1 kids upstairs sleeping. This was more than Larissa could emotionally process so she did her best
2 to compartmentalize things. She went into trauma coping strategies to manage being at their
3 house and around Bikram for the rest of her trip. He continued to behave as “normal”. She
4 wanted to believe that it didn’t really happen. She tried her best to convince herself that the man
5 she looked up to as her teacher, mentor and guru did not, in fact rape her. She stuffed down the
6 truth – Bikram raped her. He had sex with her without her consent. She said “no” many times
7 and he did not care. Larissa was broken and traumatized. She felt sick to her stomach but too
8 scared of Bikram to say anything. He was too powerful for her to go against.

9 84. By the time she flew back home, she was frantic and afraid she could
10 potentially be pregnant by Bikram. Larissa was at mid-cycle and without birth control. Bikram
11 forced himself inside Larissa with no protection and ejaculated inside of her. The only thing she
12 could focus on was finding a morning after pill to prevent pregnancy as soon as she arrived
13 home.

14 85. When she got to her house she ran upstairs and started tearing her room
15 apart looking for the morning after pill. The anxiety was overwhelming. Her roommate at the
16 time came up to see how the trip went. When her roommate came to the bedroom door to see
17 her room torn up and Larissa in a very fragile emotional state. She asked what was wrong and
18 what Larissa was looking for. Larissa told her she needed a morning after pill. Her roommate
19 asked “Larissa why would you need THAT? I am confused. Are you ok?” Larissa told her
20 roommate that she needed to tell her something but she could never tell anyone about it. The
21 roommate agreed. Larissa proceeded to tell her roommate about the incident – “I told him no
22 and he forced sex with me anyways, without protection and I am scared I might be pregnant with
23 his child. I am trying to find the morning after pill to prevent the pregnancy. I don’t know what
24 to do, but I can’t let anyone know what happened. I am scared. It was like an out-of-body
25 experience. I was literally watching him have sex with me from above. I am frightened by
26 Bikram. I just want to teach yoga, that’s it and open my own school one day. People will think
27
28

1 bad things of me and it wasn't my fault. I said NO." Larissa's roommate helped Larissa find the
2 morning after pill and consoled Larissa until she was able to calm down and go to sleep.

3 86. Larissa did her best to carry on as though nothing happened. It ate her up
4 inside. It started affecting other areas of her life. She started feeling depressed and anxious. She
5 had terrible nightmares. She was not able to fully trust in relationships or men. The rape left her
6 in a depression and caused her to have other problems.

7 87. Larissa knew that she needed to stop the coping behaviors and shift to
8 healthier ways of living. She re-committed herself to practicing yoga and surrounding herself
9 with positive, supportive people. It proved to be difficult and she could not stop thinking about
10 that horrible night. She was afraid of people and found that it was difficult for her to trust
11 anyone.

12 88. For many years, from 2006 until 2011, Larissa continued to teach and
13 practice Yoga as part of the Community. It was all she had known, and loved. She was terrified
14 of Bikram, and refused to be alone with him, insisting that other women keep her company. She
15 repeatedly turned down offers to work at teacher trainings, claiming that it was because the work
16 was uncompensated and she could not afford it. She briefly worked at headquarters, until her
17 supervisor's jealous, rage, and unprofessional behavior made her resign, after Rajashree and
18 Bikram refused to reassign her. She was also concerned because she came to suspect that the
19 "Yoga House" where she lived while an employee had hidden cameras, because she was be
20 "disciplined" for things that happened when no one else was around, including cleaning the
21 always-filthy common areas, rearranging furniture, and inviting a boyfriend over to chat.

22 89. During this time period, Larissa briefly co-owned a studio in San
23 Francisco with Bikram's blessing. She eventually sold the studio, and abandoned plans to open a
24 studio in San Jose when she moved back to Washington.

25 90. Bikram continued to try to be alone with Larissa, but when she rebuffed
26 him, he accepted her rejection and continued to treat her favorably.

1 91. But the shadow of the assault still hung over her. A serious boyfriend
2 noticed the way she talked about Bikram, and became very upset when she confided in him
3 about the rape. He wanted her to immediately leave the practice of yoga and never see Bikram
4 again. When he would hear of Bikram hugging her in public, he became deeply upset and angry.
5 Eventually, and to Larissa's great sorrow, the fights over Bikram and the Community ended their
6 relationship.

7 **F. OCTOBER 31, 2011: BIKRAM CHOUDHURY SEXUALLY ASSAULTS LARISSA AND SHE**
8 **REFUSES TO HAVE SEX WITH HIM.**

9 92. In the Fall of 2011, Larissa came to Los Angeles, CA to visit yoga friends
10 and assist at Teacher Training. Initially she was staying with a friend and his wife. She planned
11 to stay with other friends at the TT hotel when they arrived a few days later.

12 93. When Larissa came to take class at Headquarters she went up to the
13 offices to say hello to everyone and talk to Judes about opening her Bikram Yoga Kirkland
14 studio. Bikram asked Larissa into his office. Rajashree greeted her as well, before leaving.

15 94. Bikram asked Larissa where she was staying and she told him with her
16 friend. Bikram insisted she stay at the hotel and he would get her a room for herself and that her
17 other friend could stay once she arrived in Los Angeles. Larissa politely declined the offer. He
18 ignored Larissa's answer, and promptly got on the phone with a staff member, Antonia, to find
19 Larissa a room at the hotel. Bikram insisted she gather her things and come back as soon as
20 possible to help with the teacher training staff. When Larissa returned to the hotel with her bags,
21 she went to Bikram's suite to meet with Antonia and Bikram. Antonia said the room was not
22 ready and that she was working on it. Antonia said there was no teacher for the morning trainee
23 class, Bikram looked at Larissa and said, "You can teach it! You have been teaching what, 10
24 years? Long enough to be a senior teacher. Absolutely you are ready and knowledgeable to lead
25 them."

26 95. Antonia reassured Larissa that she was qualified to teach the trainees as
27 Bikram said. Larissa joyously accepted the opportunity. This was her dream, and the first
28

1 invitation she had ever received to teach at this high level. Larissa was nervous and excited all at
2 the same time. She was now considered a “senior” teacher in Bikram’s eyes. Finally, she felt
3 she was receiving her much-deserved acknowledgement for all of her dedication to the family,
4 yoga, community and organization was coming to fruition. This was especially meaningful as it
5 came on the coat-tails of opening her first yoga school – which Bikram had often promised
6 would earn her at least \$600,000 a year.

7 96. Larissa felt more strong and confident because Bikram did not proposition
8 her and was giving her an opportunity to be a bigger part of teacher training. She was sure a new
9 chapter had started and she would no longer have to defend herself against his inappropriate
10 behavior and sexual advances.

11 97. Shortly after praising her, Bikram mentioned in an off-hand manner that if
12 Antonia could not free up the room by the evening that Larissa could stay in the spare bedroom
13 in his suite. Larissa was uncomfortable with this, but the suite shared a door with another suite
14 occupied by Paloma, his niece, Larissa felt that it was safe to stay, if necessary. Larissa thought:
15 it’s only one night, a lot of time has passed since the rape, and Bikram is now giving me the
16 respect I deserve as a teacher. Based on his actions, Larissa believed that Bikram did not see her
17 as a potential sexual conquest any more. Later on, Antonia reported she was unable to get the
18 hotel room for Larissa until the next day.

19 98. Bikram, Larissa, Antonia, Paloma all attended the TT Halloween dance
20 party that evening. Bikram whispered to Larissa “I have been waiting for this for a long time” as
21 she joined the party a little later than the others. Larissa was uncomfortable, but ultimately
22 unsure what Bikram meant by the cryptic statement so she blew it off. Larissa thought perhaps
23 he meant that he had been looking forward to a party and getting to dance with the trainees.
24 Antonia pulled Larissa aside and told her the rules for teaching class in the morning per Bikram
25 – “dialog only, no poems, no stories, kill em and teach a great class. Be there by 7:45 a.m.”.
26 Larissa said “ok”.

1 99. Bikram wanted to leave and told Antonia to find Larissa. Antonia
2 summoned Larissa, and a small group returned to the hotel suite. Paloma was already in the
3 room, waiting for them. Antonia left shortly after Bikram and Larissa arrived, and returned to
4 her room. Bikram wanted to watch a Bollywood movie and Paloma helped find one for him.

5 100. After starting the movie, Paloma returned to her adjoining suite, leaving
6 Bikram and Larissa entirely alone. It was around 1:00 a.m. Bikram asked Larissa to massage his
7 feet. Larissa said that was fine. Bikram began making social chitchat, interspersed with personal
8 questions. He asked her how her life was, if she was dating, how other Washington studios were
9 doing and made other small talk. She told him she was happy, in a relationship and lightly
10 discussed the Washington studios.

11 101. Bikram asked Larissa to massage higher on his leg. Larissa ignored the
12 request and massaged Bikram's feet only. Larissa knew Bikram would doze off soon as he
13 usually did. Bikram stirred and woke himself up. Bikram, again, asked Larissa to massage
14 higher on his leg and, bizarrely and completely out of the blue, asked her if she wanted to touch
15 him (gesturing to his penis which was now hard and showing through his boxer shorts). Larissa
16 politely replied "no," because she was frightened of offending him. Larissa then tried to excuse
17 herself, becoming increasingly uncomfortable with Bikram's behavior. She was afraid of
18 offending him because of her financial and professional commitment to Bikram Yoga. She knew
19 that she and her family were on the hook for the hundreds of thousands it would cost her to open
20 her Washington studio.

21 102. Larissa told Bikram she was tired and going to go to sleep, but Bikram
22 insisted Larissa stay and watch the movie with him. He did not like being alone. Larissa stood
23 up and repeated her request to go to her room to rest, as she needed to get up early to teach the
24 trainees. Bikram again told Larissa "just stay a little longer, the movie is almost over".

25 103. Larissa reluctantly agreed to stay up with Bikram even though she was
26 very tired. Bikram asked Larissa to sit on the couch next to him and watch the remaining part of
27 the Bollywood movie. Bikram asked Larissa: "Are you sure you don't want to sleep with me
28

1 tonight?" Larissa said "No" and impatiently waited for the movie to be over so she could leave
2 and go to sleep. When the movie finally ended, Larissa went to give Bikram a hug goodnight, as
3 was expected of her, and he tried to kiss her. Larissa turned her cheek so Bikram couldn't kiss
4 her on the lips. He tried to kiss her again and she said: "No Bikram, I'm involved with someone
5 – I'm not going to do that!" Larissa got up to go to her room and Bikram threw off the blanket
6 that had been covering his body. Bikram was in a t-shirt and silk boxers, and his penis was
7 visibly erect under his boxers. Bikram asked Larissa again if she wanted to be with him or touch
8 him and she again replied, "No," becoming increasingly afraid and traumatized.

9 104. Bikram gave her a hug and pressed his hard penis against her, telling her
10 "I have always felt connected to you" and whispered something in her ear in a language she did
11 not know. Bikram continued the unwanted sexual assault when he trapped Larissa between his
12 body and the wall. He roughly pushed her up against the wall and she felt defenseless as he
13 ground his body and erect penis against her. Larissa tried to pull away to create physical
14 distance, unsuccessfully. She asked what the phrase he had whispered meant. Bikram said, "We
15 shared a past life together. We are spiritually connected".

16 105. Bikram asked if Larissa was sure she didn't want to touch him, saying that
17 he had "1000's of women who want to sleep with me all over the world! But I don't want to be
18 with them, only with someone special. I can only be with someone I feel close to. I feel very
19 close with you. You are special. You always have been." Larissa repeated she was sure she did
20 not want to sleep with him. Bikram asked Larissa to "put me to bed" and massage his back for a
21 few minutes so he could fall sleep. Larissa said she was very tired and wanted to go to sleep. It
22 was now 4:30 a.m. Bikram said, "Please, just a few minutes. I can't sleep. I want to talk to you
23 about becoming a Senior teacher."

24 106. Bikram climbed into bed and told Larissa to come over. Larissa sat on the
25 edge of the bed making sure to keep as much physical distance from Bikram as possible and
26 massaged his shoulders and upper back. Bikram tried to get her to massage lower around his
27 buttocks and she refused. Bikram then started telling Larissa "I have lost many teachers. I don't
28

1 have anyone who is loyal around me anymore. People who I can trust. You are trustworthy.
2 You have stayed loyal over many years. You have shown yourself to be loyal and trustworthy.
3 You are not like the others. I want you to have many studios, to be a senior teacher, do my
4 workshops. Larissa I want you to help me build my studios. I want you to learn from me. You
5 come down here. Spend time with me and I will show you the way to lead workshops. I can
6 help you be famous and successful! You should have 100 schools! Come here help at TT and
7 become a great teacher. I will teach you everything you need to know”. Larissa said “I am
8 honored you think so highly of me. I do want to learn how to lead workshops – it’s my dream to
9 be a senior teacher with your blessing. But, I don’t want 100 schools, just one that is
10 tremendously successful. That’s it.” Bikram said, “You will have that. Come to LA whenever I
11 am here and be with me.” Larissa told Bikram she needed to go to bed and he asked her if she
12 wanted to stay with him in his. She said “no” and went to her room, looking for a lock on her
13 door. It was around 5:00 a.m.

14 107. Larissa was unable to sleep because she felt very unsafe due to the
15 interaction with Bikram. But also felt stuck and frozen in being able to tell anyone what
16 happened – would anyone believe her? She tossed and turned in her bed until she got up at 7:00
17 a.m. to prepare for class. She was groggy and felt the gnawing physical effects of no sleep. She
18 definitely did not feel well. Larissa’s happy bubble about being a senior teacher burst. She
19 realized that what Bikram wanted was for her to give herself up to him sexually and he would
20 provide her the senior teacher title. She was in stunned that this was really the “way” things
21 worked with him, and suddenly understood why some women got his backing and others were
22 shunned or blacklisted. “My way or the highway” was often the motto Bikram claimed to rule
23 by. Larissa felt deeply disappointed in Bikram, the whole organization, and how he treated her
24 and other women. Women were manipulated, used and abused. But, she was proud of herself
25 for fighting him off, and decided that she was not going to allow that to defeat her from
26 continuing to teach what she loved - yoga.

1 108. When Larissa left her room, Bikram’s door was closed and he was
2 sleeping. She snuck out of the hotel room, hoping not to wake him or have to see him. Larissa
3 was disgusted that after all these years he would come on to her like that – like he did before
4 when he raped her. Making promises to her that he would keep...only if she gave in and slept
5 with him. She wanted respect for the time, energy, effort, and money that she spent to come to
6 TT, in pursuit of this yoga. She wanted to receive his blessings and guidance to lead workshops
7 without having to do something sexual for him or to him. Larissa wished to be appointed “senior
8 teacher” by her skills and dedication in Yoga over the last 15 years not for any other reason. She
9 left feeling sick to her stomach.

10 **G. 2011-2012: LARISSA BUILDS AND OPENS A NEW STUDIO IN KIRKLAND, WASHINGTON.**

11 109. Before the sexual assault, Larissa moved back to Seattle in 2011, and
12 decided to open her own Bikram Yoga studio. In the past, Bikram had told her that if she taught
13 his yoga, his way, she would be guaranteed \$600,000 a year as the owner of a yoga studio.

14 110. Larissa set to work. She followed all of the Bikram guidelines, and
15 provided all the required information to headquarters before receiving approval and negotiating
16 the lease. Bikram himself approved Larissa’s layout, location, and her affiliation with Bikram
17 Yoga. She received the approval to be affiliated with Yoga College in April of 2011, and
18 borrowed money from her parents beginning in the Spring of 2011 to finance the studio.
19 Ultimately, she borrowed close to \$250,000 to pay for the studio from her parents’ home equity
20 line of credit. She began negotiating the lease formally in January of 2011.

21 111. Bikram’s personal assistant, Judes Yang, reassured Larissa that the other
22 nearby studios would only create more demand for Bikram yoga, allowing her studio to be more
23 successful. Judes told her that Larissa had nothing to worry about because Bikram’s name is the
24 best. “There is plenty of room in your city for more yoga studios. You’ll easily make a profit
25 within 6 months to a year. I have seen it in many other cities. Studio owners get freaked out at
26 first then when the dust settles and all the studios are making money everyone is fine again. Just
27 keep moving ahead.”

1 112. Relying on these promises and representations, Larissa signed her lease
2 and started construction. Her business plan and following Bikram’s “brand” projected that she
3 would be making a comfortable profit by the sixth month. Larissa was financially on the hook
4 for the studio, having borrowed a substantial sum from her parents already, before October 31,
5 2011, when she was attacked. Bikram Choudhury knew of her financial vulnerability when he
6 attacked her.

7 113. The total cost to build the studio was \$211,619, and after the long build-
8 out that was required to meet Bikram’s standards, Bikram Yoga Kirkland Opened in May 2012.

9 114. However, Bikram Headquarters refused to list Larissa’s business on the
10 main website as an affiliated studio, despite the fact that the studio had been pre-approved by
11 Bikram himself and despite the fact that Larissa had signed an affiliation agreement promising
12 that she would be listed on the website. Larissa knew that a simple phone call from Bikram
13 would lead to her studio being listed, and knew that he would not make that call in retaliation for
14 her refusal to have sex with him after he sexually assaulted her on October 31, 2011.

15 115. Larissa was told that she had to sign the franchise intellectual property
16 agreement before she would be listed on the website, contrary to past promises and the affiliation
17 agreement. Also, on information and belief and according to the Bikram website, the franchise
18 agreement was not even approved for use in Washington State. In response, Larissa told Judes
19 that she was an affiliated school and the design was up to Bikram standards for size and
20 amenities. She had worked with the “webmaster” before, and knew that the name of her studio
21 would be very easy to add. Judes again retorted Larissa must sign the franchise and intellectual
22 property to get listed on the main website. Larissa believed that she was being treated differently
23 and punished because she had been sexually assaulted by Bikram on October 31, 2011, and had
24 refused to have sex with him, successfully fighting off his attack.

25 116. After opening the studio, and while still processing the second sexual
26 assault, Larissa realized that she had no support from headquarters as an official Bikram studio,
27
28

1 which greatly harmed her business and breached the affiliation agreement. As a result, she
2 posted a loss of \$58,617 in 2012, and a los of \$32,007 from January to May of 2013.

3 117. Despite the fact that she was not listed on the website, Ainslie from
4 headquarters still asked Larissa to host Washington Regionals at her studio. Larissa initially
5 agreed, but after continuing to lose money, she stepped down as the organizer, realizing that she
6 could not compete, run a business, and organize and host the competition all at once, especially
7 without full backing from headquarters. Larissa was depressed and demoralized by the state of
8 her business and the cruelty and violence she had faced at the hands of Bikram Choudhury.

9 **H. Spring 2013: Bikram Choudhury Defames Larissa and Accuses her of Seducing**
10 **Him**

11 118. During the Spring 2013 Teacher Training, Bikram Choudhury was
12 approached by a friend of Larissa Anderson, who asked him when Larissa's studio would be
13 listed on the Bikram Yoga website. Bikram was non-committal, and acted as though it was out
14 of his control, although Larissa's friend knew that a single phone call from him would lead to
15 Larissa being listed on the website.

16 119. Bikram then bizarrely confided in Larissa's friend that Larissa had
17 sexually propositioned him and seduced him. He claimed that Larissa had been suggesting that
18 he came on to her, and that it was false, and that Larissa was a liar. Bikram Choudhury
19 deliberately and maliciously defamed Larissa Anderson to a close friend of hers in an attempt to
20 cover his tracks and keep her from being believed if she came forward with allegations of sexual
21 assault and sexual harassment.

22 **FIRST CAUSE OF ACTION**

23 **SEXUAL BATTERY IN VIOLATION OF CALIFORNIA CIVIL CODE § 1708.5**

24 **(Against Defendant Bikram Choudhury)**

25 120. Plaintiff Larissa Anderson incorporates by reference as though fully set
26 forth herein, each and every allegation set forth above in this Complaint. As a first separate and
27
28

1 distinct claim for relief, Plaintiff Larissa Anderson complains against all Defendant Bikram
2 Choudhury only as follows:

3 121. California Civil Code §1708.5 provides as follows:

4 (a) A person commits a sexual battery who does any of the
5 following:

6 (1) Acts with the intent to cause a harmful or offensive contact
7 with an intimate part of another, and a sexually offensive contact
8 with that person directly or indirectly results.

9 (2) Acts with the intent to cause a harmful or offensive contact
10 with another by use of his or her intimate part, and a sexually
11 offensive contact with that person directly or indirectly results.

12 (3) Acts to cause an imminent apprehension of the conduct
13 described in paragraph (1) or (2), and a sexually offensive contact
14 with that person directly or indirectly results.

15 (b) A person who commits a sexual battery upon another is liable
16 to that person for damages, including, but not limited to, general
17 damages, special damages, and punitive damages.

18 (c) The court in an action pursuant to this section may award
19 equitable relief, including, but not limited to, an injunction,
20 costs, and any other relief the court deems proper.

21 (d) For the purposes of this section "intimate part" means the
22 sexual organ, anus, groin, or buttocks of any person, or the breast
23 of a female.

24 (e) The rights and remedies provided in this section are in
25 addition to any other rights and remedies provided by law.

26 (f) For purposes of this section "offensive contact" means contact
27 that offends a reasonable sense of personal dignity.
28

1 and distinct claim for relief, Plaintiff Larissa Anderson complains against Defendant Bikram
2 Choudhury and Does 3-25 only as follows:

3 128. California Civil Code Section 52.4 provides:

4 (a) Any person who has been subjected to gender violence may
5 bring a civil action for damages against any responsible party. The
6 Plaintiff may seek actual damages, compensatory damages, punitive
7 damages, injunctive relief, any combination of those, or any other
8 appropriate relief. A prevailing Plaintiff may also be awarded
9 attorney's fees and costs.

10 (b) An action brought pursuant to this section shall be commenced
11 within three years of the act, or if the victim was a minor when the
12 act occurred, within eight years after the date the Plaintiff attains
13 the age of majority or within three years after the date the
14 Plaintiff discovers or reasonably should have discovered the
15 psychological injury or illness occurring after the age of majority
16 that was caused by the act, whichever date occurs later.

17 (c) For purposes of this section, "gender violence," is a form of
18 sex discrimination and means any of the following:

19 (1) One or more acts that would constitute a criminal offense
20 under state law that has as an element the use, attempted use, or
21 threatened use of physical force against the person or property of
22 another, committed at least in part based on the gender of the
23 victim, whether or not those acts have resulted in criminal
24 complaints, charges, prosecution, or conviction.

25 (2) A physical intrusion or physical invasion of a sexual nature
26 under coercive conditions, whether or not those acts have resulted in
27 criminal complaints, charges, prosecution, or conviction.
28

1 (d) Notwithstanding any other laws that may establish the
2 liability of an employer for the acts of an employee, this section
3 does not establish any civil liability of a person because of his or
4 her status as an employer, unless the employer personally committed
5 an act of gender violence.

6 129. Plaintiff Larissa Anderson alleges that Defendant Bikram Choudhury
7 violated California Civil Code Section 52.4 in that one or more acts inflicted on Plaintiff
8 constitutes a criminal offense under state law that has as an element the use, attempted use, or
9 threatened use of physical force against the person or property of another, committed at least in
10 part based on the gender of the victim, whether or not those acts have resulted in criminal
11 complaints, charges, prosecution, or conviction.

12 130. Plaintiff Larissa Doe alleges that Defendant Bikram Choudhury violated
13 California Civil Code Section 52.4 in that he engaged in a physical intrusion or physical invasion
14 of a sexual nature under coercive conditions, even if those acts have not yet resulted in criminal
15 complaints, charges, prosecution, or conviction.

16 131. As direct and proximate result of Defendant Bikram Choudhury's
17 violated California Civil Code Section 52.4, Plaintiff Larissa Anderson suffered severe
18 emotional distress, post traumatic stress disorder, humiliation, embarrassment, mental and
19 emotional distress and anxiety, all in an amount according to proof at trial.

20 132. As direct and proximate result of Defendant Bikram Choudhury's
21 violation of California Civil Code Section 52.4, Plaintiff Larissa Anderson suffered economic
22 harm and other consequential damages all in an amount according to proof at trial.

23 133. The acts of Defendant Bikram Choudhury, as alleged herein were willful,
24 wanton, and malicious and were intended to oppress and cause injury to Plaintiff Larissa
25 Anderson. In light of the willful, wanton, malicious and intentional conduct engaged in by
26 Defendant Bikram Choudhury, Plaintiff Larissa Anderson is entitled to an award of punitive
27 damages.

1 with appropriate certified teachers, and otherwise refused to support her and the affiliation
2 agreement, all because Plaintiff would not submit to the sexual demands of defendant Bikram
3 Choudhury and objected to his sexual assault of October 31, 2011.

4 139. Plaintiff Larissa Anderson is informed and believe and otherwise alleges
5 that each of the other Defendants are strictly liable for Defendant Bikram Choudhury's actions
6 under the principles of *respondeat superior*, as alleged herein and otherwise had advance
7 knowledge that Defendant Bikram Choudhury would engage in this despicable conduct and by
8 their actions and inactions ratified, authorized and condoned this unlawful behavior.

9 140. As a proximate result of the wrongful actions of Defendants, and each of
10 them, Plaintiff has suffered harm, including but not limited to, lost earnings and other
11 employment benefits, loss of future employment benefits, including insurance and pension, all in
12 an amount to be proven at trial but exceeding the minimum jurisdictional limits of this court.

13 141. As a proximate result of the wrongful actions of Defendants, and each of
14 them, Plaintiff has suffered harm, including but not limited to, sever emotional distress,
15 humiliation, embarrassment, mental anguish, and physical harm, all in an amount to be proven at
16 trial but exceeding the minimum jurisdictional limits of this court.

17 142. Plaintiff is further informed and believes, and based thereon alleges, that
18 Defendants, and each of them, acted and continue to act, with full knowledge of the
19 consequences and damage being caused to Plaintiff, by Defendants' actions, and Defendants'
20 actions were, and are, willful, oppressive, and malicious. Accordingly, Plaintiff is entitled to
21 punitive damages against Defendants, and each of them, in a sum according to proof at trial.

22 143. Plaintiff Larissa Anderson also seeks declaratory and injunctive relief as
23 set forth below.

24 144. Plaintiff has incurred, and will continue to incur, attorneys' fees in the
25 prosecution of this action and therefore demand such reasonable attorneys' fees and costs as set
26 by the court.

27 WHEREFORE, Plaintiff prays for relief as set forth herein.
28

1
2 **FOURTH CAUSE OF ACTION**

3 **SEXUAL HARASSMENT IN VIOLATION OF THE**
4 **UNRUH CIVIL RIGHTS ACT [CALIFORNIA CIVIL CODE § 51.9]**

5 **(Against All Defendants)**

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

9 146. Civil Code section 51.9, also part of the Unruh Civil Rights Act, provides
10 that a Defendant is liable for sexual harassment where there is a professional relationship
11 between the Plaintiff and Defendants, including the teacher-student relationship and “The
12 Defendant has made sexual advances, solicitations, sexual requests, demands for sexual
13 compliance by the Plaintiff, or engaged in other verbal, visual, or physical conduct of a sexual
14 nature or of a hostile nature based on gender, that were unwelcome and pervasive or severe.”

15 147. At all times herein mentioned there was a professional teacher-student
16 relationship between Plaintiff and the Defendants, namely, that she was Defendants’ student and
17 that they taught her Bikram Yoga and certified her as an instructor. Furthermore, in 2011,
18 Plaintiff had invested hundreds of thousands of dollars in building and preparing to open a
19 Bikram Yoga studio at Defendants’ behest.

20 148. On October 31, 2011, Defendant Bikram Choudhury made additional
21 sexual advances on Plaintiff, sexually assaulted her, and demanded sexual compliance. Plaintiff
22 successfully fought Defendant Bikram Choudhury off, and was subsequently retaliated against as
23 a result of resisting his sexual assault and demands for sex.

24 149. Plaintiff Larissa Anderson is informed and believe and otherwise alleges
25 that each of the other Defendants are strictly liable for Defendant Bikram Choudhury’s actions
26 under the principles of *respondeat superior*, as alleged herein and otherwise had advance
27
28

1 knowledge that Defendant Bikram Choudhury would engage in this despicable conduct and by
2 their actions and inactions ratified, authorized and condoned this unlawful behavior.

3 150. Plaintiff cannot easily terminate her relationship with Defendant without
4 tangible hardship because she is an experienced and accomplished practitioner of Bikram Yoga,
5 and with her considerable expertise, would be difficult to otherwise employ, particularly because
6 of Defendant Choudhury's control over other practitioners of that form of Hatha Yoga.
7 Furthermore, Plaintiff has invested hundreds of thousands of dollars in a Bikram Yoga studio,
8 and signed legal agreements with Yoga College. Terminating the relationship would cause her
9 great financial hardship, as she would no longer be able to teach at approved Bikram studios, or
10 continue operating her own studio, and would possibly face legal action from Bikram Choudhury
11 who is very litigious against teachers who are non-affiliated but teach Hatha Yoga in a hot room
12 and using a similar sequence of postures.

13 151. Plaintiff is informed and believed and thereon alleges that the
14 aforementioned conduct of Defendants, and each of them, denied, aided, or incited in a denial of,
15 discriminated or made a distinction that denied Plaintiff full and equal advantages, privileges,
16 and services to Plaintiff, based solely upon Plaintiff's refusal to submit to sexual advances, and
17 therefore constituted a violation of the Unruh Act.

18 152. As a proximate result of the wrongful actions of Defendants, and each of
19 them, Plaintiff has suffered harm, including but not limited to, lost earnings and other
20 employment benefits, loss of future employment benefits, all in an amount to be proven at trial
21 but exceeding the minimum jurisdictional limits of this court.

22 153. As a proximate result of the wrongful actions of Defendants, and each of
23 them, Plaintiff has suffered harm, including but not limited to severe emotional distress,
24 humiliation, embarrassment, mental anguish, and physical harm, all in an amount to be proven at
25 trial but exceeding the minimum jurisdictional limits of this court.

26 154. 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

1 consequences and damage being caused to Plaintiff, by Defendants' actions, and Defendants'
2 actions were, and are, willful, oppressive, and malicious. Accordingly, Plaintiff is entitled to
3 punitive damages against Defendants, and each of them, in a sum according to proof at trial.

4 155. Plaintiff Larissa Anderson also seeks declaratory and injunctive relief as
5 set forth below.

6 156. Plaintiff has incurred, and will continue to incur, attorneys' fees in the
7 prosecution of this action and therefore demand such reasonable attorneys' fees and costs as set
8 by the court.

9 WHEREFORE, Plaintiff prays for relief as set forth herein.

10
11 **FIFTH CAUSE OF ACTION**

12 **VIOLATION OF THE RALPH ACT [CALIFORNIA CIVIL CODE § 51.7]**

13 **(Against All Defendants)**

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

17 158. Civil Code section 51.5, the Ralph Act, provides that persons have the
18 right to be free from violence or threat of violence, committed against their persons or property
19 due to, among other things, their gender.

20 159. On October 31, 2011, Defendant Bikram Choudhury began making sexual
21 advances on Plaintiff. These advances were physical and verbal in nature, at times involving
22 touching the person of Plaintiff and/or making inappropriate sexual comments, and eventually
23 culminating in a sexual assault on October 31, 2011.

24 160. Plaintiff's sex (female) was the reason for Defendant's unwanted physical
25 contact and ultimate sexual assault.

26 161. Plaintiff is informed and believed and thereon alleges that the
27 aforementioned conduct of Defendants, and each of them, denied, aided, or incited in a denial of,
28

1 discriminated or made a distinction that denied Plaintiff full and equal advantages, privileges,
2 and services to Plaintiff, based solely upon Plaintiff's refusal to submit to sexual advances and
3 her objections to the physical assault that was inflicted upon her, and therefore constituted a
4 violation of the Ralph Act.

5 162. Plaintiff Larissa Anderson is informed and believe and otherwise alleges
6 that each of the other Defendants are strictly liable for Defendant Bikram Choudhury's actions
7 under the principles of *respondeat superior*, as alleged herein and otherwise had advance
8 knowledge that Defendant Bikram Choudhury would engage in this despicable conduct and by
9 their actions and inactions ratified, authorized and condoned this unlawful behavior.

10 163. As a proximate result of the wrongful actions of Defendants, and each of
11 them, Plaintiff has suffered harm, including but not limited to, lost earnings and other
12 employment benefits, loss of future employment benefits, including insurance and pension, all in
13 an amount to be proven at trial but exceeding the minimum jurisdictional limits of this court.

14 164. As a proximate result of the wrongful actions of Defendants, and each of
15 them, Plaintiff has suffered harm, including but not limited to, severe emotional distress,
16 humiliation, embarrassment, mental anguish, and physical harm, all in an amount to be proven at
17 trial but exceeding the minimum jurisdictional limits of this court.

18 165. Plaintiff is further informed and believes, and based thereon alleges, that
19 Defendants, and each of them, acted and continue to act, with full knowledge of the
20 consequences and damage being caused to Plaintiff, by Defendants' actions, and Defendants'
21 actions were, and are, willful, oppressive, and malicious. Accordingly, Plaintiff is entitled to
22 punitive damages against Defendants, and each of them, in a sum according to proof at trial.

23 166. Plaintiff Larissa Anderson also seeks declaratory and injunctive relief as
24 set forth below.

25 167. Plaintiff has incurred, and will continue to incur, attorneys' fees in the
26 prosecution of this action and therefore demand such reasonable attorneys' fees and costs as set
27 by the court.
28

1 WHEREFORE, Plaintiff prays for relief as set forth herein.

2
3 **SIXTH CAUSE OF ACTION**

4 **INTERFERENCE WITH THE EXERCISE OF CIVIL RIGHTS**
5 **IN VIOLATION OF THE BANE ACT [CALIFORNIA CIVIL CODE § 52.1]**
6 **(Against All Defendants)**

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

10 169. Civil Code section 52.1, the Bane Act, provides that it is unlawful to
11 interfere with the exercise or enjoyment of any rights under the Constitution and laws of this
12 state and the United States by use or attempted use of threats, intimidation or coercion.

13 170. At all times herein mentioned, there was a professional relationship
14 between Plaintiff and the Defendants, namely, that Plaintiff was a student whom they taught
15 Bikram Yoga to and certified as an instructor.

16 171. Plaintiff Larissa Anderson is informed and believe and otherwise alleges
17 that each of the other Defendants are strictly liable for Defendant Bikram Choudhury's actions
18 under the principles of *respondeat superior*, as alleged herein and otherwise had advance
19 knowledge that Defendant Bikram Choudhury would engage in this despicable conduct and by
20 their actions and inactions ratified, authorized and condoned this unlawful behavior.

21 172. On October 31, 2011, Defendant Bikram Choudhury began making sexual
22 advances toward Plaintiff. These advances were at times physical and violent in nature, at times
23 involved touching the person of Plaintiff while making sexual comments and eventually
24 culminated in a sexual assault.

25 173. Under Civil Code § 51, Plaintiff has the right to full and equal
26 accommodation and service in all business establishments within the state, and may not be
27 refused entry or service because of her gender.

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

4 180. Defendants, and each of them, intentionally and knowingly made promises
5 and representations to Plaintiff, or concealed information from Plaintiff, with the intent to
6 deceive Plaintiff into accepting and/or continuing her business relationship with Defendants,
7 performing all of her duties and responsibilities under her affiliation agreement with Yoga
8 College. Plaintiff is informed and believes that each of the Defendants engage in actionable fraud
9 arising out of a written contract (in this case the “Affiliation Agreement’)

10 181. Plaintiff Larissa Anderson is informed and believe and otherwise alleges
11 that each of the other Defendants are strictly liable for Defendant Bikram Choudhury’s actions
12 under the principles of *respondeat superior*, as alleged herein and otherwise had advance
13 knowledge that Defendant Bikram Choudhury would engage in this despicable conduct and by
14 their actions and inactions ratified, authorized and condoned this unlawful behavior.

15 182. Defendants, and each of them, knew that Plaintiff would not have sought,
16 obtained and continued her business relationship with Yoga College and Defendants and would
17 have never opened her Yoga studio, had she known the truth.

18 183. Plaintiff reasonably and justifiably relied on these promises and
19 representations made by Defendants to her and Plaintiff thereafter continued her business
20 relationship with Defendants, performing all of her duties and responsibilities under her
21 affiliation agreement with Yoga College.

22 184. Plaintiff is informed and believes, and thereon alleges, that Defendants,
23 and each of them, never intended to live up to its promises to Plaintiff.

24 185. As a proximate result of the acts herein alleged, Plaintiff sustained a
25 significant loss of business revenue, employment benefits, income, and other related,
26 consequential damages. Each of the acts alleged herein were done with a wanton, reckless
27
28

1 disregard for the rights of the Plaintiff and with the full knowledge that she would be harmed as a
2 result of said acts.

3 186. In doing the acts herein alleged, Defendants, and each of them, acted with
4 oppression, fraud and malice, and Plaintiff is entitled to punitive and exemplary damages in an
5 amount to be proven at the time of trial.

6 WHEREFORE, Plaintiff prays for relief as set forth herein.

7
8 **EIGHTH CAUSE OF ACTION**

9 **VIOLATION OF BUSINESS AND PROFESSIONS CODE 17200**

10 **(Against All Defendants)**

11 187. Plaintiff incorporates by reference as though fully set forth herein, each
12 and every allegation set forth above in this Complaint. As a separate and distinct claim for relief,
13 Plaintiff complains against all Defendants as follows:

14 188. Defendants engaged in unlawful, unfair, and/or fraudulent business
15 practices within the meaning of California Business and Professions Code Section 17200 et seq.
16 because Defendants' conduct is fraudulent, unfair, and illegal as herein alleged. Defendants'
17 conduct was substantially injurious to Plaintiff. The Defendants' alleged wrongful business acts
18 constituted, and constitute, a continuing course of conduct of unfair competition since said
19 Defendants unfairly and unlawfully induced Plaintiff to go into debt to open a Bikram-affiliated
20 studio, and then wrongfully refused to list her on the website in retaliation for her refusal to
21 submit to Defendant Bikram Choudhury's sexual advances. The practice is fraudulent because it
22 is likely to deceive persons about the nature and character of Plaintiff's Yoga Studio, which was
23 personally pre-approved by Bikram Choudhury. The Defendants' practices were unlawful
24 because they were based on sex, and in retaliation for Plaintiff's refusal to submit to sexual
25 harassment and unwelcome sexual advances.

26 189. Plaintiff is informed and believe that each of the business entity
27 Defendants (BIKRAM'S YOGA COLLEGE OF INDIA, L.P., BIKRAM CHOUDHURY
28

1 YOGA, INC., Defendant BIKRAM, INC. and DOES 3-25 directly engaged in illegal acts
2 constituting a violation of the Unfair Competition Act arising out the written contract
3 (“Affiliation Agreement”).

4 190. Plaintiff Larissa Anderson is informed and believe and otherwise alleges
5 that each of the other Defendants are strictly liable for Defendant Bikram Choudhury’s actions
6 under the principles of *respondeat superior*, as alleged herein and otherwise had advance
7 knowledge that Defendant Bikram Choudhury would engage in this despicable conduct and by
8 their actions and inactions ratified, authorized and condoned this unlawful behavior.

9 191. As a direct and proximate result of Defendants’ wrongful acts, Plaintiff
10 has suffered loss of business revenue, loss of dignity, embarrassment, and emotional injuries.

11 192. Defendants' actions have caused and continue to cause Plaintiff substantial
12 losses in earnings, significant reputation and professional injury, loss of promotional
13 opportunities and other employment benefits, lost wages, attorneys' fees, medical expenses,
14 future earnings and benefits, costs of suit, embarrassment and distress, all to her damage in an
15 amount according to proof.

16 193. Plaintiff is informed and believes, and therefore alleges, that Defendants’
17 unfair, fraudulent, and unlawful acts described above are a serious and continuing threat to
18 Plaintiff. If Defendants are allowed to continue these acts, Plaintiff will suffer irreparable injury,
19 loss, and damage. Plaintiff is further informed and believes that in the absence of injunctive
20 relief, Defendants will continue to engage in these unfair, fraudulent, and unlawful acts.

21 WHEREFORE, Plaintiff prays for relief as set forth herein.

22
23 **NINTH CAUSE OF ACTION**

24 **INTENTIONAL INTERFERENCE WITH PROSPECTIVE ECONOMIC ADVANTAGE**

25 **(Against All Defendants)**
26
27
28

1 194. Plaintiff incorporates by reference as though fully set forth herein, each
2 and every allegation set forth above in this Complaint. As a separate and distinct claim for relief,
3 Plaintiff complains against all Defendants as follows:

4 195. Between May of 2012 and the present, Plaintiff operated a Bikram-
5 affiliated yoga studio in Kirkland Washington. Plaintiff's studio had been personally approved
6 by Bikram Choudhury, and she and her family invested hundreds of thousands of dollars in
7 building, opening, and operating the studio between 2011 and 2013. Plaintiff had relationships
8 with clients who wished to study with her at a Bikram-affiliated studio.

9 196. Defendant knew of the above-described contracts and financial
10 relationships existing between Plaintiff and the individuals because Defendants had personally
11 certified Plaintiff as a yoga instructor, encouraged her to co-own a studio in San Francisco in the
12 past, and personally encouraged her to open the Kirkland studio, promising that she would earn
13 revenue in excess of \$600,000 per year.

14 197. Plaintiff is informed and believe that each of the business entity
15 Defendants (BIKRAM'S YOGA COLLEGE OF INDIA, L.P., BIKRAM CHOUDHURY
16 YOGA, INC., Defendant BIKRAM, INC. and DOES 3-25 directly engaged in illegal acts
17 constituting interference with known and existing contracts.

18 198. Plaintiff Larissa Anderson is informed and believe and otherwise alleges
19 that each of the other Defendants are strictly liable for Defendant Bikram Choudhury's actions
20 under the principles of *respondeat superior*, as alleged herein and otherwise had advance
21 knowledge that Defendant Bikram Choudhury would engage in this despicable conduct and by
22 their actions and inactions ratified, authorized and condoned this unlawful behavior.

23 199. Between May 2012 and the present, Defendants engaged in a number of
24 acts designed to intentionally disrupt the economic relationship between Plaintiff and her
25 customers. In particular, Defendants refused to list Plaintiff on their website, knowing that this
26 would disrupt relationships with clients and potential instructors alike, because they would not
27 wish to train at or could not legally teach at an unaffiliated studio.

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

4 207. Plaintiff Larissa Anderson is informed and believe and otherwise alleges
5 that each of the other Defendants are strictly liable for Defendant Bikram Choudhury's actions
6 under the principles of *respondeat superior*, as alleged herein and otherwise had advance
7 knowledge that Defendant Bikram Choudhury would engage in this despicable conduct and by
8 their actions and inactions ratified, authorized and condoned this unlawful behavior.

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

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

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

21 WHEREFORE, Plaintiff prays for relief as set forth herein.

22
23 **ELEVENTH CAUSE OF ACTION**

24 **NEGLIGENT INFLICTION OF EMOTIONAL DISTRESS**

25 **(Against All Defendants)**
26
27
28

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

4 212. Defendants owed Plaintiff a duty of care not to cause her emotional
5 distress.

6 213. Defendants breached this duty of care by way of their own conduct as
7 alleged herein.

8 214. Plaintiff Larissa Anderson is informed and believe and otherwise alleges
9 that each of the other Defendants are strictly liable for Defendant Bikram Choudhury's actions
10 under the principles of *respondeat superior*, as alleged herein and otherwise had advance
11 knowledge that Defendant Bikram Choudhury would engage in this despicable conduct and by
12 their actions and inactions ratified, authorized and condoned this unlawful behavior.

13 215. Defendants' conduct from Fall of 2011 and continuing in the present has
14 caused Plaintiff emotional distress.

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

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

21 WHEREFORE, Plaintiff prays for relief as set forth herein.

22
23 **TWELFTH CAUSE OF ACTION**

24 **NEGLIGENCE**

25 **(Against All Defendants)**

- Statements made by Defendant Bikram Choudhury to third person(s) that “he never touched” Plaintiff which inferred or otherwise suggested that Plaintiff was dishonest and lying about the claims being made in the lawsuit; and,

234. Defendant Bikram Choudhury’s statements mentioned herein were made either through speech or through writing. Plaintiff is informed and believes, and on that basis alleges that within the last 12 months preceding this lawsuit these publications and re-publications of defamatory statements continue to be made by Defendants and each of them, to the injury to Plaintiff. In addition, within the last 12 months preceding this lawsuit, Plaintiff has been compelled to self-disclose this false information and untrue statements. Plaintiff is informed and believes that the negligent, reckless, and intentional publications made by Defendant Bikram Choudhury, that it was foreseeable that these statements would be published and re-published.

235. Defendant Bikram Choudhury’s statements mentioned herein were and are unprivileged, false statements of fact which Defendant knew were false, or statements of which Defendant Bikram Choudhury’s failed to use reasonable care to determine the truth or falsity of them, and tended directly to injure Plaintiff and her reputation. Defendants negligently, recklessly and intentionally caused excessive and unsolicited publication of defamation, of and concerning Plaintiff, to third persons who had no need or desire to know. The defamatory meaning of all the above-described, false and defamatory statements and their reference to Plaintiff was understood by the Defendants. The above defamatory statements were understood as assertions of fact, and not as opinion.

236. Plaintiff is informed and believes, and therefore alleges, that these publications and republications of defamatory statements continue to be made by Defendants, to the injury of Plaintiff.

JURY TRIAL DEMANDED

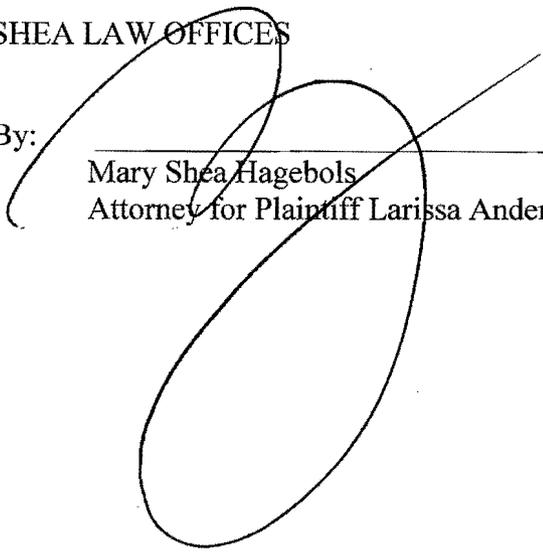
1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

Plaintiff Larissa Anderson demands trial of all issues by jury.

Dated: April 1, 2014

SHEA LAW OFFICES

By:



Mary Shea Hagebols
Attorney for Plaintiff Larissa Anderson