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*Attorneys for Plaintiff*

**UNITED STATES DISTRICT COURT  
CENTRAL DISTRICT OF CALIFORNIA**

ERIN WEILER, on behalf of herself and  
all others similarly situated,

Plaintiff,

v.

COREPOWER YOGA LLC,

Defendant.

Case No. 2:20-cv-3496

**CLASS ACTION COMPLAINT**

**JURY TRIAL DEMANDED**

1 Plaintiff Erin Weiler (“Plaintiff”) brings this action individually and on behalf  
2 of all others similarly situated, against Defendant CorePower Yoga, LLC  
3 (“CorePower” or Defendant”). Plaintiff makes the following allegations upon  
4 information and belief, except as to allegations specifically pertaining to herself,  
5 which are based on their personal knowledge.

6 **PARTIES**

7 1. Plaintiff Erin Weiler is a citizen of California, residing in Los Angeles,  
8 California. Ms. Weiler was a member at Defendant’s CorePower Yoga Studios,  
9 paying \$169 per month on a month-to-month basis. Plaintiff has been a month-to-  
10 month member since February 2020. On February 21, 2020, Defendant charged  
11 Plaintiff’s credit card in the full amount of her month-to-month membership and her  
12 annual member charge - \$169 – for the period of February 21 through March 21,  
13 2020. On March 16, 2020, however, Defendant closed all of its CorePower Yoga  
14 Studios nationwide, including the CorePower Yoga Studio in Los Angeles, CA that  
15 Plaintiff attended. On March 21, 2020, Defendant attempted to further charge  
16 Plaintiff \$84.00 for her membership from March 21 through April 21, despite the  
17 fact that Defendant’s Studios remained closed and were set to be closed for the  
18 foreseeable future. Plaintiff promptly notified Defendant that it was not authorized  
19 to charge the \$84.00 to her credit card. Defendant refused to freeze the charge, and  
20 continued to charge Plaintiff’s credit card on a daily basis, until Plaintiff was forced  
21 to cancel her credit card to avoid the fraudulent charge. Defendant has retained the  
22 full amount of her membership even though Plaintiff does not have access to any of  
23 Defendant’s Yoga Studios. Further, Defendant has not refunded Plaintiff any part of  
24 her monthly fee for March 16 through March 21, 2020, when Defendant’s Yoga  
25 Studios were closed. Plaintiff signed up for Defendant’s month-to-month  
26 membership with the belief and on the basis that she would have daily access  
27 Defendant’s Yoga Studios. Plaintiff would not have paid for the membership, or  
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1 would not have paid for it on the same terms, had she known that she would not have  
2 access to any of Defendant’s Yoga Studios. Plaintiff continues to face imminent  
3 harm, as Defendant retains its customers’ monthly fees while all of its Yoga Studios  
4 remain closed.

5 2. Defendant CorePower Yoga, LLC is a Colorado corporation located and  
6 headquartered in Denver, Colorado. Defendant is the operator of over 200 yoga  
7 studios nationwide, including 60+ Yoga Studios in California. Defendant claims that  
8 its yoga studios provide “a yoga fitness experience like no other.”<sup>1</sup>

9 **JURISDICTION AND VENUE**

10 3. This Court has subject matter jurisdiction pursuant to 28 U.S.C. §  
11 1332(d)(2)(A) because this case is a class action where the aggregate claims of all  
12 members of the proposed class are in excess of \$5,000,000, exclusive of interest and  
13 costs, and most members of the proposed nationwide class are citizens of states  
14 different from the states of Defendant.

15 4. This Court has personal jurisdiction over Defendant because Defendant  
16 conducts substantial business within California such that Defendant has significant,  
17 continuous, and pervasive contacts with the State of California. Defendant is  
18 registered to do business in the State of California.

19 5. Venue is proper in this Court pursuant to 28 U.S.C. § 1391 because the  
20 challenged fee practices have been committed in this District and because Plaintiff  
21 resides and suffered the alleged harm in this District.

22 **FACTS COMMON TO ALL CAUSES OF ACTION**

23 6. Defendant CorePower has made the unconscionable decision to keep its  
24 thousands of customer’s monthly membership fees while closing 100 percent of its  
25 Yoga Studios as the novel coronavirus, COVID-19, rages throughout the world and  
26 the United States economy has gone into a deep recession.

27 <sup>1</sup> <https://www.corepoweryoga.com/yoga-fitness-experience> (last accessed April 13,  
28 2020).

1           7. Defendant is the operator of more than 200 Yoga Studios throughout  
2 the United States, of which over 60 are located cities in California.<sup>2</sup> Defendant  
3 promises consumers that its “yoga classes, teachers and yoga studio network are  
4 there to welcome you when you’re ready for a yoga fitness experience unlike any  
5 other.”<sup>3</sup> To use Defendant’s Yoga Studios, all of Defendant’s members sign up for a  
6 month-to-month membership called the “Black Tag” membership, or a day pass.  
7 Both passes assure members that Defendant will be “there to welcome you when  
8 you’re ready for a yoga fitness experience unlike any other.”<sup>4</sup>

9           8. To sign up for Defendant’s memberships, customers provide  
10 Defendant with their credit card information. Defendant then automatically charges  
11 its customers’ cards, as payments are due on a monthly basis.

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25 <sup>2</sup> *Id.*; see also <https://www.corepoweryoga.com/yoga-studio/all-locations> (last  
accessed April 13, 2020).

26 <sup>3</sup> <https://www.corepoweryoga.com/yoga-studio/all-locations> (last accessed April 13,  
27 2020).

28 <sup>4</sup> *Id.*

1           9.       On March 16, 2020, Defendant closed all of its Yoga Studios:  
2 Defendant has not refunded any consumers for their lost membership access.  
3 Instead, it has retained the fees for the time period between March 16 and present.  
4

5           To Our Community,

6           As coronavirus has evolved over the past few weeks, we've done all that we can  
7 to support the health and safety of our teachers, students and local communities.  
8 To stay true to that, we've made the difficult decision to temporarily close our  
9 studios beginning March 16. We plan to resume classes March 30, but will  
reassess as we get closer and keep you updated. Although this will be  
challenging for all of us, we are confident in the strength of this community and  
know we can get through this together.

10          If you have a monthly membership or are currently in Teacher Training, watch for  
11 an email update coming tomorrow with more information.

12          What's important to remember right now is that our yoga practice is always there  
13 for us – wherever we are. While studios are closed, you will have free access to  
14 a special collection of online classes through [CorePower Yoga On Demand](#). New  
15 C1, C2, Sculpt, HPF and even meditation classes will be available every week so  
you can keep up your practice from home. We truly hope this supports your  
health and wellbeing - please share with friends, family or anyone who needs  
yoga now more than ever.

16          If you have questions or need anything, please email [info@corepoweryoga.com](mailto:info@corepoweryoga.com).  
17 We are beyond grateful for this community and can't wait until we can flow  
together in our studios again soon.

18          Namaste,

19          Niki Leondakis  
20 Chief Executive Officer

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1           10. Further, Defendant continued to charge members dues during the period  
2 in which Defendant’s Yoga Studios were closed. For instance, in a message to  
3 Plaintiff, Defendant stated that it would charge her \$84 despite the fact that its  
4 studios were closed:

5           We have been experiencing an extremely high volume of inquiries and apologize that we did not respond to  
6 your request before your most recent billing. Please note **your 3/21/2020 membership payment will still**  
7 **run.** However, this payment will be only \$84, to account for the time we have been closed. We will  
8 automatically extend the freeze through the entire closure period.

9           We are beyond grateful for you and this community and as a member, you will now have full unlimited  
10 access to all online classes through [CorePower Yoga On Demand](#) starting Sunday, March 22. Enjoy  
11 20, 30 and 60 minute versions of the same CorePower class formats you’re used to in studios.  
12 Watch for an email from [support@vhx.tv](mailto:support@vhx.tv) with directions to access your newly activated account.  
13 Please double check your spam folder and if you have any issues, contact [support](#). Note if you’re  
14 already a subscriber, we’ll automatically adjust your account.

15           Until we can practice together again in studios, we will also be [streaming live classes](#) for you each  
16 day.

17           There is endless strength in this community and we will find our way together. We can’t wait until we  
18 can flow together in our studios again soon.

19           Thank you,

20           Customer Experience

21           11. Plaintiff seeks relief in this action individually, and on behalf of all of  
22 Defendant’s customers in California that have paid or were charged fees while  
23 Defendant’s Yoga Studios were closed for Defendant’s violations of the California  
24 Consumer Legal Remedies Act (“CLRA”), Civil Code §§ 1750, *et seq.*, Unfair  
25 Competition Law (“UCL”), Bus. & Prof. Code §§ 17200, *et seq.*, False Advertising  
26 Law (“FAL”), Bus. & Prof. Code §§ 17500, *et seq.*, for breach of express warranties,  
27 negligent misrepresentation, fraud, unjust enrichment, money had and received,  
28 conversion, breach of contract.

### **CLASS ACTION ALLEGATIONS**

1           12. Plaintiff brings this action as a class action under Federal Rule of Civil  
2 Procedure 23 on behalf of a Class consisting of all of Defendant’s members  
3 nationwide that were charged dues for a period of time when Defendant’s Yoga  
4 Studios were closed.

1           13. Plaintiff also seeks to represent a subclass defined as all members of the  
2 Class who are members at a Yoga Studio in California (the “California Subclass”).

3           14. Excluded from the Class are persons who made such purchase for the  
4 purpose of resale. Also excluded are Defendant and their affiliates, parents,  
5 subsidiaries, employees, officers, agents, and directors, as well as any judicial  
6 officers presiding over this matter and the members of their immediate families and  
7 judicial staff.

8           15. Plaintiff reserves the right to amend or modify the Class definition with  
9 greater specificity or further division into subclasses or limitation to particular issues  
10 as discovery and the orders of this Court warrant.

11           16. Members of the Class are so numerous that their individual joinder  
12 herein is impracticable. On information and belief, members of the Class number in  
13 the tens or hundreds of thousands. The precise number of Class Members and their  
14 identities are unknown to Plaintiff at this time but may be determined through  
15 discovery. Class Members may be notified of the pendency of this action by mail  
16 and/or publication through the membership records of Defendant.

17           17. Common questions of law and fact exist as to all Class members and  
18 predominate over questions affecting only individual Class members. Common legal  
19 and factual questions include, but are not limited to whether Defendant has breached  
20 its contract with its customers and whether its actions are fraudulent and unlawful.

21           18. Plaintiff’s claims are typical of the claims of the Class in that she  
22 purchased the CorePower memberships in reliance on the representations and  
23 warranties described above, and suffered a loss as result of those purchases.

24           19. Plaintiff is an adequate representative of the Class because her interests  
25 do not conflict with the interests of the Class Members she seeks to represent, she  
26 has retained competent counsel experienced in prosecuting class actions, and she  
27 intends to prosecute this action vigorously. The interests of Class Members will be  
28 fairly and adequately protected by Plaintiff and her counsel.







1           24. Defendant’s Yoga Studio access that Plaintiff and Class members  
2 purchased from Defendant was a “service” within the meaning of Cal. Civ. Code §  
3 1761(b).

4           25. Defendant’s actions, representations, and conduct have violated, and  
5 continue to violate the CLRA, because they extend to transactions that intended to  
6 result, or which have resulted in, the sale of services to consumers.

7           26. Defendant’s advertising that consumers would have access to its Yoga  
8 Studios upon paying a membership fee is false and misleading to a reasonable  
9 consumer, including Plaintiff, because Defendant in fact closed all of its Yoga  
10 Studios while continuing to retain and charge consumers for Yoga Studio  
11 memberships.

12           27. California’s Consumers Legal Remedies Act, Cal. Civ. Code §  
13 1770(a)(5), prohibits “[r]epresenting that goods or services have sponsorship,  
14 approval, characteristics, ingredients, uses, benefits, or quantities which they do not  
15 have or that a person has a sponsorship, approval, status, affiliation, or connection  
16 which he or she does not have.” By engaging in the conduct set forth herein,  
17 Defendant violated and continue to violate Section 1770(a)(5) of the CLRA, because  
18 Defendant’s conduct constitutes unfair methods of competition and unfair or  
19 fraudulent acts or practices, in that Defendant misrepresent the particular  
20 characteristics, benefits and quantities of the services.

21           28. Cal. Civ. Code § 1770(a)(7) prohibits representing that goods or  
22 services are of a particular standard, quality, or grade, or that goods are of a  
23 particular style or model, if they are of another. By engaging in the conduct set forth  
24 herein, Defendant violated and continues to violate Section 1770(a)(7) of the CLRA,  
25 because Defendant’s conduct constitutes unfair methods of competition and unfair or  
26 fraudulent acts or practices, in that Defendant misrepresents the particular standard,  
27 quality or grade of the services.

1           29. Cal. Civ. Code § 1770(a)(9) further prohibits “[a]dvertising goods or  
2 services with intent not to sell them as advertised.” By engaging in the conduct set  
3 forth herein, Defendant violated and continues to violate Section 1770(a)(9), because  
4 Defendant’s conduct constitutes unfair methods of competition and unfair or  
5 fraudulent acts or practices, in that Defendant advertises services with the intent not  
6 to sell the services as advertised.

7           30. Plaintiff and the Class acted reasonably when they purchased  
8 Defendant’s Yoga Studio membership on the belief that Defendant’s representations  
9 were true and lawful.

10           31. Plaintiff and the Class suffered injuries caused by Defendant because:  
11 (a) they would not have purchased or paid for Defendant’s Yoga Studio  
12 memberships absent Defendant’s representations and omission of a warning that it  
13 would retain and charge membership fees while its Yoga Studios nationwide are  
14 closed; (b) they would not have purchased Yoga Studio memberships on the same  
15 terms absent Defendant’s representations and omissions; (c) they paid a price  
16 premium for Defendant’s Yoga Studio membership based on Defendant’s  
17 misrepresentations and omissions; and (d) Defendant’s Yoga Studio memberships  
18 did not have the characteristics, benefits, or quantities as promised.

19           32. Under California Civil Code § 1780(a), Plaintiff and members of the  
20 Class seek injunctive and equitable relief for Defendant’s violations of the CLRA.  
21 Plaintiff has mailed an appropriate demand letter consistent with California Civil  
22 Code § 1782(a). If Defendant fails to take corrective action within 30 days of receipt  
23 of the demand letter, Plaintiff will amend her complaint to include a request for  
24 damages as permitted by Civil Code § 1782(d).

25           33. Wherefore, Plaintiff seeks injunctive and equitable relief for these  
26 violations of the CLRA.

**COUNT II**

**Violation of California’s Unfair Competition Law,  
California Business & Professions Code §§ 17200, *et seq.***

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2  
3 34. Plaintiff hereby incorporates by reference the allegations contained in  
4 all preceding paragraphs of this complaint.

5 35. Plaintiff brings this claim individually and on behalf of the members of  
6 the proposed Class against Defendant. Plaintiff also brings this claim individually  
7 and on behalf of members of the proposed California Subclass against Defendant.

8 36. Defendant is subject to California’s Unfair Competition Law, Cal. Bus.  
9 & Prof. Code §§ 17200, *et seq.* The UCL provides, in pertinent part: “Unfair  
10 competition shall mean and include unlawful, unfair or fraudulent business practices  
11 and unfair, deceptive, untrue or misleading advertising ....”

12 37. Defendant’s advertising that its Yoga Studios members would have  
13 access to its Yoga Studios upon paying a membership fee is false and misleading to a  
14 reasonable consumer, including Plaintiff, because Defendant in fact closed all of its  
15 Yoga Studios while continuing to retain its membership fees and charge its  
16 customers for Yoga Studio memberships.

17 38. Defendant’s business practices, described herein, violated the  
18 “unlawful” prong of the UCL by violating the CLRA, the FAL, and other applicable  
19 law as described herein.

20 39. Defendant’s business practices, described herein, violated the “unfair”  
21 prong of the UCL in that its conduct is substantially injurious to consumers, offends  
22 public policy, and is immoral, unethical, oppressive, and unscrupulous, as the gravity  
23 of the conduct outweighs any alleged benefits. Defendant’s advertising and its  
24 retention of membership fees while its Yoga Studios are closed is of no benefit to  
25 consumers.  
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1 performance or disposition thereof, which is untrue or misleading and which is  
2 known, or which by the exercise of reasonable care should be known, to be untrue or  
3 misleading.”

4 46. Defendant engaged in a scheme of retaining and charging its customers  
5 membership fees while 100 percent of its Yoga Studios were closed. Defendant’s  
6 advertising and marketing of its Yoga Studio membership as providing access to its  
7 locations misrepresented and/or omitted the true content and nature of Defendant’s  
8 services. Defendant’s advertisements and inducements were made in and originated  
9 from California and come within the definition of advertising as contained in Bus. &  
10 Prof. Code § 17500, *et seq.* in that the promotional materials were intended as  
11 inducements to purchase Yoga Studio memberships, and are statements disseminated  
12 by Defendant to Plaintiff and Class members. Defendant knew that these statements  
13 were unauthorized, inaccurate, and misleading.

14 47. Defendant’s advertising that Yoga Studio members would have access  
15 to its Yoga Studio locations and that its customers would have access to its Yoga  
16 Studios upon paying a membership fee is false and misleading to a reasonable  
17 consumer, including Plaintiff, because Defendant in fact closed all of its Yoga  
18 Studios while continuing to retain its membership fees and charge its customers for  
19 Yoga Studio memberships.

20 48. Defendant violated § 17500, *et seq.* by misleading Plaintiff and the  
21 Class to believe that they would be owe fees only when they have access to  
22 Defendant’s Yoga Studios.

23 49. Defendant knew or should have known, through the exercise of  
24 reasonable care that its advertising that customers would have unlimited access to all  
25 Yoga Studio locations is false and misleading. Further, Defendant knew or should  
26 have known that it was breaching its contracts with its customers and fraudulently  
27 charging fees when it retained all Yoga Studio fees while all of its Yoga Studios  
28 were closed.







1 intended to induce and actually induced Plaintiff and Class members to purchase  
2 Defendant's Yoga Studio memberships.

3 63. Plaintiff and Class members would not have purchased Defendant's  
4 Yoga Studio memberships, or would not have purchased the services on the same  
5 terms, if the true facts had been known.

6 64. The negligent actions of Defendant caused damage to Plaintiff and  
7 Class members, who are entitled to damages and other legal and equitable relief as a  
8 result.

9 **COUNT VI**  
10 **Fraud**

11 65. Plaintiff hereby incorporates by reference the allegations contained in  
12 all preceding paragraphs of this complaint.

13 66. Plaintiff brings this claim individually and on behalf of the members of  
14 the proposed Class against Defendant. Plaintiff also brings this claim individually  
15 and on behalf of the members of the proposed California Subclass against Defendant.

16 67. As discussed above, Defendant misrepresented that customers would  
17 have access to its Yoga Studio locations. However, Defendant in fact closed all of  
18 its Yoga Studios while continuing to retain its membership fees and charge its  
19 customers for Yoga Studio memberships. These misrepresentations and omissions  
20 were made with knowledge of their falsehood.

21 68. The misrepresentations and omissions made by Defendant, upon which  
22 Plaintiff and Class members reasonably and justifiably relied, were intended and  
23 actually induced Plaintiff and Class members to Defendant's Yoga Studio  
24 memberships.

25 69. The fraudulent actions of Defendant caused damage to Plaintiff and  
26 Class members, who are entitled to damages and other legal and equitable relief as a  
27 result.  
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1 and on behalf of the members of the proposed California Subclass against Defendant.

2 78. Defendant received money in the form of membership fees that was  
3 intended to be used for the benefit of Plaintiff and the Class, those membership fees  
4 were not used for the benefit of Plaintiff and the Class, and Defendant has not given  
5 back or refunded the wrongfully obtained money and membership fees to Plaintiff  
6 and the Class.

7 79. Defendant obtained rough money in the form of membership fees that  
8 was intended to be used to provide Yoga Studio access to Plaintiff and the Class.  
9 However, Defendant has retained and charged its membership fees while 100 percent  
10 of its Yoga Studios were and remain closed.

11 **COUNT IX**  
12 **Conversion**

13 80. Plaintiff hereby incorporates by reference the allegations contained in  
14 all preceding paragraphs of this complaint.

15 81. Plaintiff brings this claim individually and on behalf of the members of  
16 the proposed Nationwide Class against Defendant. Plaintiff also brings this claim  
17 individually and on behalf of the members of the proposed California Subclass  
18 against Defendant.

19 82. Plaintiff and members of the Class had a right to retain their  
20 membership fees while all of Defendant's Yoga Studios were and remain closed;  
21 Defendant intentionally retained and charge the Plaintiff's and Class members'  
22 monthly membership fees while Defendant's Yoga Studios were closed; Plaintiff and  
23 Class members did not consent to Defendant's retaining such fees while Defendant's  
24 Yoga Studios are closed; Plaintiff and Class members were harmed through  
25 Defendant's retention and charging of their membership fees; Defendant's conduct  
26 was a substantial factor in causing Plaintiff and Class members' harm.



- 1 (d) For compensatory, statutory, and punitive damages in amounts to be
- 2 determined by the Court and/or Jury;
- 3 (e) For prejudgment interest on all amounts awarded;
- 4 (f) For an order of restitution and all other forms of equitable monetary
- 5 relief;
- 6 (g) For injunctive relief as pleaded or as the Court may deem proper; and
- 7 (h) For an order awarding Plaintiff and the Class their reasonable attorneys'
- 8 fees, expenses, and costs of suit.

9 **JURY DEMAND**

10 Plaintiff demands a trial by jury on all causes of action and issues so triable.

11  
12  
13 Dated: April 15, 2020

**BURSOR & FISHER, P.A.**

14 By: /s/ Brittany S. Scott  
15 Brittany S. Scott

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*Attorneys for Plaintiff*

1 **CLRA Venue Declaration Pursuant to California Civil Code Section 1780(d)**

2 I, Brittany S. Scott, declare as follows:

3 1. I am an attorney at law licensed to practice in the State of California and  
4 I am member of the bar of this Court. I am an associate at Bursor & Fisher, P.A.,  
5 counsel of record for Plaintiff in this action. I have personal knowledge of the facts  
6 set forth in this declaration and, if called as a witness, I could and would competently  
7 testify thereto under oath.

8 2. The Complaint filed in this action is filed in the proper place for trial  
9 under Civil Code Section 1780(d) in that a substantial portion of the events alleged  
10 in the Complaint occurred in this District.

11 3. I declare under the penalty of perjury under the laws of the State of  
12 California and the United States that the foregoing is true and correct and that this  
13 declaration was executed at Oakland, California this 15th day of April, 2020.

14  
15 /s/ Brittany S. Scott  
16 Brittany S. Scott