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**FILED**  
Clerk of the Superior Court

AUG 30 2018

4 Attorney for Plaintiff:  
5 VARSHA SIKKA

By \_\_\_\_\_  
DEPUTY CLERK

\$ 435 cm # 348659

6  
7 **SUPERIOR COURT OF CALIFORNIA**  
8 **COUNTY OF SOLANO**

9 -o0o-

10 VARSHA SIKKA,

NO.

FCS 051440

11 Plaintiff,

12 v.

COMPLAINT FOR CONVERSION;  
FRAUD; THEFT; BREACH OF  
CONTRACT; PUNITIVE DAMAGES  
(CA Civil Code section 3294)

13  
14 REWA KUMAR; WORLD OF DIVINE  
15 VASTU, and Does 1 through 20,  
16 Inclusive.

(Unlimited Jurisdiction)

17 Defendants.

ASSIGNED TO  
JUDGE \_\_\_\_\_ Wendy G. Getty  
FOR ALL PURPOSES

18 Plaintiff alleges as follows:

19 1. At all times herein mentioned, Plaintiff VARSHA SIKKA (hereinafter "Plaintiff") was  
20 a resident of Solano County, California.

21 2. At all times herein mentioned, Plaintiff is informed and believes and on such information  
22 and belief alleges that Defendant REWA KUMAR advertises and promotes herself as a "Vastu  
23 Specialist," and provides this service in, among other places, the County of Solano. At all times  
24 herein mentioned, Plaintiff is informed and believes and on such information and belief alleges that  
25 Defendant WORLD OF DEVINE VASTU is business that provides "vastu" services, the form of  
26 the business is presently unknown, said business is owned, operated and managed by Defendant  
27 REWA KUMAR. For the purposes of this lawsuit, Defendant REWA KUMAR and Defendant  
28

1 WORLD OF DEVINE VASTU are hereinafter referred to collectively as "Defendant KUMAR."

2 3. Plaintiff is ignorant of the true names and capacities, whether individual, associate,  
3 corporate, or otherwise of Defendant DOES 1 through DOE 20, INCLUSIVE, and therefore sues  
4 said Defendants by such fictitious names. Plaintiff will seek leave to amend this Complaint to assert  
5 the true names and capacities of said DOE Defendants when the same is ascertained. Plaintiff is  
6 informed and believes, and on such information and belief alleges, that all defendants sued herein  
7 as DOE are in some manner responsible for the acts herein alleged.

8 4. Defendants, DOE 1 through DOE 20, are agents, principals, or associates of the named  
9 Defendants in this action and are responsible for or proximately caused Plaintiff's damages as herein  
10 alleged.

#### 11 FACTS COMMON TO ALL CAUSES OF ACTION

12 5. At all times herein mentioned, Plaintiff alleges that Defendant KUMAR advertised and  
13 promoted herself and her business as a "Vastu Specialist." Defendant KUMAR offered services,  
14 based upon Hindu beliefs and the culture of India, that provide direction of how to live harmoniously  
15 with nature, and how to impose a positive energy on structures, relationships, objects and a person's  
16 health. This positive energy is to optimize conditions for success and prosperity.

17 6. On March 27, 2016, Plaintiff engaged the services of Defendant KUMAR to impose  
18 positive energy on her home in American Canyon, California. Plaintiff paid Defendant KUMAR  
19 the sum of \$ 850 for this service. Defendant KUMAR met Plaintiff at her house and provided  
20 direction to Plaintiff of where to place artifacts, and how to arrange the house to create positive  
21 energy for Plaintiff's house.

22 7. On or about September 3, 2016, in American Canyon, Plaintiff again met with Defendant  
23 KUMAR who asked Plaintiff if she wanted to improve Plaintiff's son's prospects for marriage and  
24 prosperity. Defendant KUMAR recommended that Plaintiff provide her son with cash that has been  
25 imposed with "vastu" for positive energy, that this action of providing the "vastu" imposed cash to  
26 her son would promote Plaintiff's son's prosperity and excel his prospects for marriage.

27 8. Relying upon Defendant KUMAR's representation that she would impose positive energy  
28 on the cash intended for Plaintiff's son, on September 3, 2016, Plaintiff provided Defendant

1 KUMAR \$ 11,000 in cash upon which to impose the “vastu” positive energy. Defendant KUMAR  
2 charged Plaintiff a handful of rice to provide this service, and told Plaintiff that Defendant KUMAR  
3 would return the cash on September 18, 2016. On September 7, 2016, Defendant KUMAR  
4 contacted Plaintiff and told Plaintiff that additional cash for Plaintiff’s son would provide him  
5 greater success and prosperity. Defendant KUMAR recommended that Plaintiff provide her with  
6 an additional \$10,000 cash upon which to provide “vastu” services. Meeting Defendant KUMAR  
7 in Oakland, California on September 7, 2016, Plaintiff provided Defendant KUMAR an additional  
8 \$5,100 in cash to provide the service of imposing positive energy on the cash. Defendant KUMAR  
9 told Plaintiff that the service would be completed by September 18, 2016, and the cash would be  
10 returned to Plaintiff.

11 9. On September 18, 2016, Plaintiff traveled to Oakland, California, to meet Defendant  
12 KUMAR to retrieve the \$ 16,100 in cash, but Defendant KUMAR refused to return the cash  
13 claiming she had left it in her car at home. Defendant KUMAR assured Plaintiff that she would  
14 return the cash the next day.

15 10. On September 19, 2016. Defendant KUMAR called Plaintiff and told her she would  
16 deliver the money to Plaintiff at her home in American Canyon, CA. Defendant KUMAR then  
17 called Plaintiff late that day, and told Plaintiff that the traffic was too great to make the trip, but  
18 would deliver the money the next day.

19 11. On September 20, 2016, Defendant KUMAR again failed to deliver the money to  
20 Plaintiff at her home as Defendant KUMAR has promised.

21 12. On September 21, 2016, Plaintiff traveled to Oakland to meet Defendant KUMAR, who  
22 again failed to return the cash to Plaintiff.

23 13. Despite numerous assurances by Defendant KUMAR, Defendant KUMAR has refused  
24 to return Plaintiff’s cash. On one occasion, Defendant KUMAR told Plaintiff that she had delivered  
25 the cash to Plaintiff’s employer, but Plaintiff’s employer was never provided any cash or any  
26 property whatsoever by Defendant KUMAR.

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28 ///

**FIRST CAUSE OF ACTION  
(Conversion)**

As and for a separate and distinct cause of action, Applicant complains of Defendants and alleges:

14. Applicant hereby realleges and incorporates by reference each and every allegation of paragraphs 1 through 13 inclusive herein as fully and completely as if set forth here again.

15. On September 3, 2016 and on September 7, 2016, Defendant KUMAR took control of Plaintiff's personal property, that being cash in the sum of \$16,100, to perform "vastu" services imposing positive energy on the cash, and agreed to return the cash to Plaintiff so she could make a gift of the cash to her son for his benefit.

16. Since the time Defendant KUMAR took control of Plaintiff's property, \$ 16,100 in cash, Defendant KUMAR has refused to return the cash to Plaintiff. Plaintiff has requested the return of the cash, Defendant KUMAR has promised to return the cash, but Defendant KUMAR has refused to return the cash, and Defendant KUMAR has converted Plaintiff's cash to her own property.

17. As a result of Defendant KUMAR's refusal to return the cash and as a result of Defendant KUMAR converting Plaintiff's cash to her own property, Plaintiff has suffered damages in the amount of \$ 16,100, and has incurred attorney's fees and emotional distress.

16. As a direct and proximate result of the conversion by Defendant KUMAR, or her agent as aforesaid, Plaintiff suffered severe emotional distress by being unable to present her son with the cash.

**SECOND CAUSE OF ACTION  
(Theft by Deception)**

As and for a separate and distinct cause of action, Applicant complains of Defendants and alleges:

17. Applicant hereby realleges and incorporates by reference each and every allegation of paragraphs 1 through 16 inclusive herein as fully and completely as if set forth here again.

18. On September 3, 2016 and on September 7, 2016, Defendant KUMAR took control of Plaintiff's personal property, that being cash in the sum of \$16,100, to perform "vastu" services imposing positive energy on the cash, and agreed to return the cash to Plaintiff so she could make

1 a gift of the cash to her son for his benefit. Plaintiff alleges that Defendant KUMAR took Plaintiff's  
2 cash by deception in that Defendant KUMAR had no intention of returning Plaintiff's cash, and  
3 intended to keep Plaintiff's cash as her own and never return the property to Plaintiff.

4 19. Since Defendant KUMAR took control of Plaintiff's \$16,100 in cash through deception,  
5 Defendant KUMAR has refused to return the cash to Plaintiff. Plaintiff has requested the return of  
6 the cash, but Defendant KUMAR has refused to return the cash, and Defendant KUMAR has kept  
7 the cash for her own use.

8 20. As a result of Defendant KUMAR's refusal to return Plaintiff's cash, Plaintiff has  
9 suffered damages in the amount of \$ 16,100, and has incurred attorney's fees and emotional distress.

10 21. As a direct and proximate result of the theft by Defendant KUMAR, or her agent as  
11 aforesaid, Plaintiff suffered severe emotional distress by being unable to present her son with the  
12 cash.

13 **THIRD CAUSE OF ACTION**  
14 **(FRAUD)**

14 As and for a separate and distinct cause of action, Applicant complains of Defendants and  
15 alleges:

16 22. Applicant hereby realleges and incorporates by reference each and every allegation of  
17 paragraphs 1 through 21 inclusive herein as fully and completely as if set forth here again.

18 23. On September 3, 2016 and on September 7, 2016, Defendant KUMAR took control of  
19 Plaintiff's personal property, that being cash in the sum of \$16,100, to perform "vastu" services  
20 imposing positive energy on the cash, and agreed to return the cash to Plaintiff so she could make  
21 a gift of the cash to her son for his benefit. Plaintiff alleges that Defendant KUMAR took Plaintiff's  
22 cash by fraudulent representation in that Defendant KUMAR had no intention of returning Plaintiff's  
23 cash, and intended to keep Plaintiff's cash as her own and never return the cash to Plaintiff.

24 24. Plaintiff alleges that Defendant KUMAR's representation to Plaintiff that she would  
25 return the cash was false and fraudulent at the time Defendant KUMAR made that representation,  
26 and Defendant KUMAR knew said representation was false and fraudulent when she made that  
27 representation in that Defendant KUMAR had intended by that representation to induce Plaintiff to  
28 provide cash to Defendant KUMAR. Plaintiff alleges that Defendant KUMAR had no intention of

1 returning Plaintiff's cash, and intended to keep Plaintiff's cash as her own and never return the  
2 property to Plaintiff.

3 25. Plaintiff was unaware of Defendant KUMAR's false representation which induced  
4 Plaintiff to provide the \$ 16,100 cash to Defendant KUMAR.

5 26. As a result of Plaintiff's reliance upon Defendant KUMAR's false representation, and  
6 Defendant KUMAR's refusal to return the property, Plaintiff has suffered damages in the amount  
7 of \$ 16,100 and, and has incurred attorney's fees and emotional distress.

8 27. As a direct and proximate result of the action by Defendant KUMAR, or her agent as  
9 aforesaid, Plaintiff suffered severe emotional distress by being unable to present her son with the  
10 cash.

11 **FOURTH CAUSE OF ACTION**  
12 **(BREACH OF ORAL CONTRACT - MONEY HAD AND RECEIVED)**

13 As and for a separate and distinct cause of action, Applicant complains of Defendants and  
14 alleges:

15 28. Applicant hereby realleges and incorporates by reference each and every allegation of  
16 paragraphs 1 through 27 inclusive herein as fully and completely as if set forth here again.

17 29. On September 3, 2016 and on September 7, 2016, Defendant KUMAR agreed with  
18 Plaintiff that Defendant KUMAR would take control of Plaintiff's personal property, that being cash  
19 in the sum of \$16,100, to perform "vastu" services imposing positive energy on the cash, and agreed  
20 to return the cash on September 18, 2016 to Plaintiff so Plaintiff could make a gift of the cash to her  
21 son for his benefit.

22 30. Plaintiff alleges that Defendant KUMAR has failed to provide the services offered and  
23 accepted, and has instead kept the cash provided by Plaintiff to Defendant KUMAR. Plaintiff  
24 alleges that Defendant KUMAR has breached the contract to provide "vastu" services and return the  
25 cash, and that Defendant KUMAR has no intention of returning Plaintiff's cash, and intends to keep  
26 Plaintiff's cash as her own, and never return the cash to Plaintiff.

27 31. Plaintiff was unaware of Defendant KUMAR's intention to with hold return of the cash  
28 at the time the agreement was made.

32. As a result of Defendant KUMAR's breach of the agreement, and Defendant KUMAR's

1 refusal to return the property, Plaintiff has suffered damages in the amount of \$ 16,100, and has  
2 incurred attorney's fees and emotional distress.

3 33. As a direct and proximate result of the action by Defendant KUMAR, or her agent as  
4 aforesaid, Plaintiff suffered severe emotional distress by being unable to present her son with the  
5 cash.

6 **FIFTH CAUSE OF ACTION**  
7 **(PUNITIVE DAMAGES - CA Civil Code section 3294 )**

8 As and for a separate and distinct cause of action, Applicant complains of Defendants and  
9 alleges:

10 34. Applicant hereby realleges and incorporates by reference each and every allegation of  
11 paragraphs 1 through 33 inclusive herein as fully and completely as if set forth here again.

12 35. Plaintiff further alleges that Defendant KUMAR has engaged in intentional  
13 misrepresentation and fraud, with malice and oppression, with the intention of depriving Plaintiff  
14 of her personal property, i.e., \$16,100 in cash.

15 36. This conduct on the part of Defendant KUMAR is reprehensible, and Defendant  
16 KUMAR is subject to monetary punishment as a result of this reprehensible conduct.


17 WHEREFORE, Plaintiff prays judgment against Defendant KUMAR, and each of them, as  
18 herein and hereafter set forth.

19 **PRAYER FOR JUDGMENT AND RELIEF**

20 WHEREFORE, Plaintiff prays for judgment against Defendants, and each of them, as follows:

- 21 1. General damages according to proof;
- 22 2. Special damages according to proof including the return of \$ 16,100 to Plaintiff;
- 23 3. Costs of the suit herein;
- 24 4. Punitive damages as provided by CA Civil Code section 3294, and
- 25 5. Such other and further relief as the Court may deem proper.

26 Dated: 8/29/2019

HODSON & MULLIN  
  
Samuel C. Mullin III,  
Attorney for Plaintiff