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17 SUPERIOR COURT OF THE STATE OF CALIFORNIA
18 FOR THE COUNTY OF SAN FRANCISCO **CGC-25-622077**

19 Case No. _____

20 **COMPLAINT**

- 21 **1. DISCRIMINATION IN VIOLATION OF FEHA**
- 22 **2. DISCRIMINATION IN VIOLATION OF THE UNRUH ACT**
- 23 **3. INTENTIONAL INTERFERENCE WITH CONTRACTUAL RELATIONS**
- 24 **4. INTENTIONAL INTERFERENCE WITH PROSPECTIVE ECONOMIC RELATIONS**
- 25 **5. UNFAIR COMPETITION**
- 26 **6. DECLARATORY RELIEF**

27 **JURY TRIAL DEMANDED**

28 **JURISDICTION: UNLIMITED**

JESSE POWELL,

Plaintiff,

vs.

TWENTY-FIVE HUNDRED STEINER
STREET, INC.,

Defendant.

1 Plaintiff Jesse Powell, for his Complaint against Defendant Twenty-Five Hundred Steiner
2 Street, Inc. (“2500 Steiner Street” or the “Corporation”), alleges as follows:

3 **NATURE OF THE ACTION**

4 1. Plaintiff Jesse Powell desired to purchase an apartment in San Francisco. He found
5 a unit he liked located at Twenty-Five Hundred Steiner Street with owners readily willing to sell to
6 him. He made an offer, the sellers accepted, and they inked an agreement. Were this a normal real
7 estate transaction, the sale would now be long finalized, and Mr. Powell would have already moved
8 into his new apartment.

9 2. Instead, after Mr. Powell and the sellers signed their agreement, it became clear that
10 the sale was doomed from the start. Led by an obstinate shareholder/resident named Bruce Golden,
11 the Defendant Corporation and its Board of Directors schemed to discriminate against Mr. Powell
12 by refusing to approve the sale. Along the way, the Corporation never gave Mr. Powell a straight
13 answer for its denial, instead offering only obfuscation and shifting pretexts for hindering, then
14 ultimately denying the sale. The Corporation’s rationale for its obstinance was made clear by its
15 lies, deceptive actions, and bullying tactics: the Corporation discriminated against Mr. Powell in
16 denying him housing.

17 3. The Corporation mistakenly thinks that because it held a shareholder vote as required
18 by its internal bylaws, it could not have broken any law. The Corporation is wrong and is liable to
19 Mr. Powell for its unlawful actions.

20 **THE PARTIES**

21 4. Plaintiff Jesse Powell is an individual who resides in Los Angeles County, California.

22 5. Defendant Twenty-Five Hundred Steiner Street, Inc. is a corporation organized under
23 the laws of the State of California, with its principal place of business at 2500 Steiner Street, San
24 Francisco, California.

25 **JURISDICTION AND VENUE**

26 6. Subject matter jurisdiction is proper in the Superior Court of the County of
27 San Francisco pursuant to Article VI, Section 10 of the California Constitution.

28

1 **Mr. Powell Signed a Fully Executed Agreement to Purchase a Unit in 2500 Steiner Street**

2 12. Jesse Powell is a successful entrepreneur, investor, and philanthropist. Mr. Powell
3 is a Bitcoin pioneer, co-founder of the cryptocurrency exchange Kraken, and founder of the non-
4 profit arts center, Verge Center for the Arts, in Sacramento. Mr. Powell attended Sacramento State
5 University where he majored in philosophy with a concentration in ethics and law. In 2011, Mr.
6 Powell co-founded Kraken. Under Mr. Powell’s leadership, Kraken became a preeminent crypto
7 company and a bridge between crypto and mainstream finance. Mr. Powell stepped down as CEO
8 in April 2023, but remains a large shareholder and chairman of the board of directors. Consistent
9 with his education to consider policies and candidates on their merits, Mr. Powell is not registered
10 with any political party. However, he has recently supported nationally popular conservative causes.

11 13. To its advocates, cryptocurrency is more than an investment; it’s a rejection of
12 traditional monetary institutions and norms of power. Cryptocurrency redefines trust and power by
13 eliminating reliance on central intermediaries like financial institutions or governments. The
14 innovation has democratized money, enabling new forms of transparency, inclusivity, and freedom.
15 By leveraging blockchain technology, cryptocurrency empowers people to reclaim control over their
16 data, assets, and participation in global systems. The cryptocurrency revolution is not without
17 pushback. Traditional political power brokers view cryptocurrency as a threat to their monetary
18 policy, fear how it can empower ordinary individuals, and look down on cryptocurrency as a
19 speculative and volatile asset.

20 14. In July 2023, The New York Times reported that F.B.I. agents had searched Mr.
21 Powell’s Brentwood home in Los Angeles and seized electronic devices. Mr. Powell was never
22 charged with any crime in connection with the search.

23 15. The unit Mr. Powell ultimately contracted to buy in 2500 Steiner Street has been
24 privately listed for sale for over a year. In September 2024, Mr. Powell made an offer to purchase
25 the unit. After receiving the offer, the sellers informed their neighbor Bruce Golden of their intent
26 to sell the property and move out. At first, Mr. Golden was supportive of a sale. In response to
27 news of a pending offer, *before he knew the identity of the buyer*, Mr. Golden wrote to the sellers
28 on September 20, 2024:

1 Thank you for the call this morning. It was really kind of you to give
2 us a heads up about the potential sale of your unit. We are of course
3 extremely sad that we may be losing you as our . . . neighbors and
4 certainly hope you remain close by.

5 I told Michelle about our conversation and I don't think for now we
6 need another call unless there's more information you wanted to relay.

7 We wish you well with hopefully getting a firm offer that you like.

8 In regard to renovating the unit, we don't see an issue with that as long
9 as the buyer understands and agrees to all of the obligations in the
10 construction agreement.

11 16. On September 21, 2024, Mr. Powell and the unit's sellers signed an agreement
12 whereby Mr. Powell would purchase the unit, pending a standard and perfunctory shareholder
13 approval.

14 17. Once Mr. Golden found out that the buyer was Mr. Powell, Mr. Golden's demeanor
15 changed, and, on information and belief, he made it his personal mission to deny the sale. Despite
16 Mr. Powell's willingness to purchase the unit and the sellers' willingness to sell, Mr. Golden and
17 the Corporation had other plans.

18 **Bruce Golden and the Corporation Stymied the Sale**

19 18. An agreement between Mr. Powell and the sellers is not the end of the purchase. The
20 Corporation's bylaws require that the sale be submitted to the Corporation's non-selling
21 shareholders. If nine of the eleven shareholders approve the sale, the Board must likewise approve
22 the sale. Here, however, the Board worked tirelessly to make sure the sale would never make it to
23 a shareholder vote.

24 19. On October 7, 2024, the Board communicated through its property manager, Mr.
25 Steve Del Carlo of Property Management One, that Mr. Powell's application was denied. On
26 information and belief, Mr. Golden spearheaded the denial. At first, the Board gave no reason for
27 its denial. When pressed by Mr. Powell's realtor for an explanation, Mr. Del Carlo replied, "The
28 Board had a number of concerns with the application which were deemed to be unresolvable." As
it turns out, that response was false and misleading. Mr. Powell obtained counsel, who sought
additional information about the denial. Only days later, the Board tacitly admitted its first

1 explanation was a lie.

2 20. On October 15, 2024, the Board now told Mr. Powell that the denial was a matter of
3 finances, far from “unresolvable,” as the Board previously claimed, and the first of many times it
4 revised its rationale for denial. Specifically, the Board told Mr. Powell he was rejected because he
5 did not provide a signed tax return. As an initial matter, a signed tax return was never a requirement
6 and the Board had not asked for one. The Board had already received a copy of the all-cash offer,
7 a letter from Mr. Powell’s CPA, and publicly verifiable background information substantiating Mr.
8 Powell’s financial qualification. Nonetheless, Mr. Powell responded on October 21, 2024 with
9 additional financial information further showing that he easily met the financial requirements to buy
10 into the Corporation, and even offered to pre-pay ten years of HOA dues and taxes.

11 21. On October 29, counsel for the Board wrote that the Board had finally met to review
12 the additional documentation provided by Mr. Powell and that the Board had decided to reconsider
13 their denial but would “need to consult with some experts in order to reach a decision.” Given the
14 simplicity of the transaction and Mr. Powell’s financial qualification, it is unclear what “experts”
15 the Board might have required. Upon request for a timeline for consulting their experts, the Board’s
16 counsel replied, “we do not have an estimate of how long this will take at this time.”

17 22. The Corporation did eventually schedule the required meeting between Mr. Powell
18 and the House Committee, which also sought to “get additional information needed to consider the
19 stock transfer application.” But it delayed as long as possible, scheduling the meeting on November
20 9, 2024, four days after the expiration of the 45-day escrow entered into by Mr. Powell and the
21 sellers.² The meeting focused on problems with and drawbacks of the apartment and was clearly
22 designed to dissuade Mr. Powell from purchasing the property and encourage him to walk away.
23 Upgrades that Mr. Golden had previously seen no problem with, and that the building’s General
24 Contractor said were possible with a “very high level of certainty” were aggressively demurred.
25 The Board’s counsel asked Mr. Powell if he intended to run a business office from his unit, which

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27

28 ² Mr. Powell and the sellers have agreed to several extensions, and both are still eager to complete the sale of the unit at 2500 Steiner Street.

1 would be against the rules, because his sample floor plan (obtained from another unit in the building)
2 had a room labeled “bedroom/office.” Never mind that numerous residents list 2500 Steiner Street
3 as the address for their various corporations. Mr. Powell remained undeterred and expressed interest
4 in moving forward with the sale. Despite its tricks and lies, the Board was not able to wriggle out
5 of the sale. It had no choice but to present it to the shareholders.

6 23. Mr. Powell was told early in the sale process that he would have a meeting with the
7 Board regarding his application, as is typical in these types of transactions. Despite his repeated
8 efforts to schedule one, no such meeting happened. The unprecedented deviancy from the norm in
9 this transaction caused Mr. Powell’s agent to remark, “I know I’ve communicated this several times
10 these last two months -- in my 20 years of representing co-op buyers and sellers I have never
11 experienced such an unusual process.”

12 24. On November 22, 2024, the Corporation issued its final decision to Mr. Powell. In
13 the one-page denial, counsel for the Corporation simply stated that a shareholder vote was taken and
14 that the sale was unanimously denied. Once again, the Corporation and its Board’s rationale shifted:
15 from the pretext of finances back to no explanation at all. Mr. Powell pressed for additional
16 explanations, but the Corporation refused to give any other information about the shareholder vote,
17 such as what discussions led to the vote, who was present, and who voted by proxy. Not only was
18 Mr. Powell not told why his application was denied, on information and belief, the sellers were
19 prohibited from attending the vote and communicating with the other shareholders before they
20 voted. On information and belief, the shareholder vote was manipulated by a vocal minority of
21 shareholders, led by Mr. Golden, who bullied other shareholders into voting against the sale.

22 25. Mr. Powell made one last attempt to move forward with his purchase of the unit at
23 2500 Steiner Street by delivering a personal letter to the shareholders on January 11, 2025. Writing
24 to each of the shareholders individually, Mr. Powell expressed his confusion with the outcome of
25 the vote. Having been a resident of San Francisco until 2018, Mr. Powell believed San Francisco—
26 a sanctuary city—to be very open and welcoming to all people, from all walks of life. In his letter,
27 Mr. Powell explained how he would be a good neighbor, and asked for a meeting to discuss the sale.
28 Unwilling to even meet with him, the Board instead replied dismissively through counsel on January

1 17, 2025, that the Corporation “considers this matter to be concluded.” Perhaps it is a generational
2 difference in culture and perspective that prevents Mr. Powell from understanding the seeming
3 hypocrisy that puts the elite occupants of this ivory tower above having a conversation. It raises the
4 question of whether these “progressives” actually believe in diversity and inclusion when it comes
5 to their own neighbors.

6 26. A web search for 2500 Steiner Street returns articles covering various sales over the
7 years. Beneath these articles are comments from the community suggesting that 2500 Steiner
8 Street’s unlawful discrimination, hidden behind the imperfect shield of a co-op structure, is an open
9 secret in town. One commenter, Jack, wrote, “Wow, a co-op (translated... legalized housing
10 discrimination) full of Democrats! Who needs rich Republicans?”³ Another commenter, Amewsed,
11 wrote, “I wonder if there are any ‘restrictions’ as to who can move in ie. Tech CEOs, Republicans,
12 etc.”⁴ Serge replied, “It’s probably in the CC&Rs. ‘Tenant shall not be associated with Republican
13 party or GOP. CEOs of tech companies and shenanigans strictly forbidden.”⁵ Additionally, a
14 commenter named “Republican” referred to 2500 Steiner Street as the “unofficial Democrat
15 fundraiser building in San Francisco,” indicating a problematic deviation from the building’s
16 residential zoning.⁶

17 27. Whether complicit in or simply indifferent to California’s housing crisis, the
18 Corporation has done its part to gatekeep San Francisco property by using discriminatory pretexts
19 to cancel a sale between a willing seller and willing buyer. California’s rigorous housing and civil
20 rights laws guard against this illegal conduct. Agents for the parties report having never before seen
21 a San Francisco co-op transaction denied on any basis other than a lack of financial qualification.
22 Unfortunately, 2500 Steiner has no equal, and there will be no equal. According to Susie Tompkins
23 Buell, “This kind of building could not be built today. First of all you couldn’t get the permits.”⁷

25 3 https://socketsite.com/archives/2007/08/2500_steiner_a_rare_glimpse_albeit_limited_at_a_listing.html#comment-13265

26 4 <https://socketsite.com/archives/2015/02/10m-two-bedroom-nearly-3k-per-square-foot.html#comment-212811>

27 5 <https://socketsite.com/archives/2015/02/10m-two-bedroom-nearly-3k-per-square-foot.html#comment-212828>

28 6 https://socketsite.com/archives/2007/08/2500_steiner_a_rare_glimpse_albeit_limited_at_a_listing.html#comment-13226

7 <https://www.sfgate.com/magazine/article/SUSIE-S-BUILDING-At-2500-Steiner-St-Susie-2589460.php>

1 28. The Corporation’s unlawful denial of this transaction has far-reaching consequences.
2 San Francisco loses over \$800,000 in real estate transfer taxes and a significant step up in recurring
3 property tax revenue. The Sellers, indefinitely trapped and presumably wondering whether a more
4 qualified buyer exists, are deprived of their property’s fair market value and the opportunity to
5 reinvest in the economy. The state and federal government are deprived of substantial income tax
6 revenue from the Sellers’ capital gains. Moreover, the unit Mr. Powell has agreed to purchase
7 remains vacant, sabotaging the city’s effort to attract successful entrepreneurs and investors like Mr.
8 Powell to revitalize its struggling neighborhoods and economy. In 2022, San Francisco voters
9 overwhelmingly supported the Empty Homes Tax to address these very issues.

10 29. The consequences of the Corporation’s actions extend to Los Angeles, where the
11 Palisades Fire has displaced thousands of families and created a housing emergency. Mr. Powell
12 seeks to sell his Brentwood home immediately upon his relocation to San Francisco. In blocking
13 the sale of a vacant unit in San Francisco, the Corporation’s actions restrict the supply of urgently
14 needed housing in Los Angeles. The Corporation’s actions also deprive Los Angeles of the upwards
15 of \$1 million dollars in real estate transfer taxes and a significant step up in annual property taxes
16 that would result from the sale of Mr. Powell’s Los Angeles home. California and the federal
17 government are similarly deprived of the tax revenue associated with the capital gains on Mr.
18 Powell’s sale, which are estimated to be over \$2.5 million dollars.

19 30. On information and belief, most shareholders of 2500 Steiner Street likely own
20 several homes and see 2500 Steiner Street as merely the headquarters and private clubhouse of their
21 political action committee, not a building intended and zoned for housing. In fact, the last known
22 Republican resident (dec. 2003) attempted to put an end to the rampant use of the building for
23 political fundraising.⁸ It seems the shareholders today are disconnected from the troubles of the city
24 and the societal value of filling vacant units with people who will actually make San Francisco their
25 primary residence and contribute to the city’s revival.

26 31. Here, there is simply no way to view the Board’s actions on behalf of the Corporation
27 _____

28 ⁸ *Id.*

1 as anything other than an attempt to discriminate against Mr. Powell by using shifting pretexts to
2 deny him housing.

3 32. With no reasonable explanation, the supposed unanimous shareholder vote against
4 the interests of their neighbors seeking to sell the unit that Mr. Powell has agreed to purchase reeks
5 of foul play. The Corporation's actions constitute a clear violation of Mr. Powell's civil rights and
6 an attempt to interfere with Mr. Powell's contract with the seller. The Corporation and its Board's
7 obfuscation and shifting explanations evidence a brazen and clear attempt to avoid providing the
8 real, discriminatory reasons it denied the approval of the sale. As a result of this discrimination, Mr.
9 Powell has suffered and continues to suffer harm.

10 **FIRST CAUSE OF ACTION**

11 **(HOUSING DISCRIMINATION IN VIOLATION OF FEHA)**

12 33. Mr. Powell repeats and re-alleges all of the allegations of all the preceding
13 paragraphs as if fully set forth herein.

14 34. Under California's Fair Employment Housing Act ("FEHA"), Cal. Gov. Code
15 section 12900 *et seq.*, "[i]t shall be unlawful: (a) For the owner of any housing accommodation to
16 discriminate against or harass any person because of the race, color, religion, sex, gender, gender
17 identity, gender expression, sexual orientation, marital status, national origin, ancestry, familial
18 status, source of income, disability, veteran or military status, or genetic information of that person."
19 Cal. Gov. Code §12955. Furthermore, "seeking information about, consideration of, or use of" "any
20 record that contains individually identifiable information and describes any aspect of an individual's
21 criminal history or contacts with any law enforcement agency" can be unlawful. Cal. Code Regs.
22 §§ 12264–12269.

23 35. Mr. Powell, having had his house searched by the F.B.I., is a member of a protected
24 class under sections 12264 to 12269 of the California Code of Regulations.

25 36. Furthermore, FEHA protects Mr. Powell from discrimination based on the source of
26 his income, including industries like cryptocurrency looked down on by members of the
27 Corporation.

28 37. As alleged in paragraphs 8-32, *supra*, the Corporation discriminated against Mr.

1 Powell because his house was recently searched (though he was never charged with any crime) and
2 for his connections to cryptocurrency (the main source of his income). The Corporation and the
3 Board treated Mr. Powell differently than it would treat other applicants because of these protected
4 characteristics. The Corporation and the Board took actions against Mr. Powell and his interests on
5 the basis of the Board’s discriminatory animus. It did so by, among other things, denying his
6 housing application for no reason, pretextually denying the application because Mr. Powell had not
7 submitted a tax form they never asked for, refusing to meet with Mr. Powell, then by prohibiting the
8 sellers from even being present at the shareholder vote. The Board’s pretextual denial based on
9 finances creates a strong inference of distrust in Mr. Powell’s financial status and source of income.
10 The Board’s ever-shifting rationale, refusal to meet with Mr. Powell, attempt to delay the approval
11 process to run out the clock on escrow, and refusal to inform the sellers why Mr. Powell was denied
12 also create a strong inference that news about the F.B.I. search influenced the Board’s decision. Mr.
13 Powell was damaged as a direct result of the Board’s adverse actions, including but not limited to
14 having the sale denied.

15 **SECOND CAUSE OF ACTION**

16 **(VIOLATION OF THE UNRUH ACT)**

17 38. Mr. Powell repeats and re-alleges all of the allegations of all the preceding
18 paragraphs as if fully set forth herein.

19 39. Under California’s Unruh Act, “[a]ll persons within the jurisdiction of this state are
20 free and equal, and no matter what their sex, race, color, religion, ancestry, national origin, disability,
21 medical condition, genetic information, marital status, sexual orientation, citizenship, primary
22 language, or immigration status are entitled to the full and equal accommodations, advantages,
23 facilities, privileges, or services in all business establishments of every kind whatsoever.” Cal. Civ.
24 Code § 51. “[The California] Supreme Court has previously made clear that the listing of the
25 particular bases for discrimination in Civil Code section 51 “is illustrative rather than restrictive.”
26 *Sisemore v. Master Fin., Inc.* (2007) 151 Cal. App. 4th 1386, 1404 (quoting *In re Cox* (1970) 3
27 Cal.3d 205, 216. The California Supreme Court has also interpreted “business establishment”
28 expansively, to include, e.g., “nonprofit condominium association[s].” *O’Connor v. Vill. Green*

1 *Owners Assn.* (1983) 33 Cal. 3d 790, 796; *Brennon B. v. Superior Ct. of Contra Costa Cnty.* (2020)
2 57 Cal. App. 5th 367, 381.

3 40. As alleged in paragraphs 8-32, *supra*, the Board discriminated against Mr. Powell
4 because his house was recently searched (though he was never charged with any crime) and for his
5 connections to cryptocurrency (the source of his income). The Board treated Mr. Powell differently
6 than it would treat other applicants because of these protected characteristics. The Board took these
7 actions against Mr. Powell and his interests on the basis of the Board's discriminatory animus. It
8 did so by, among other things, denying his application for no reason, pretextually denying the
9 application because Mr. Powell had not submitted a tax form they never asked for, refusing to meet
10 with Mr. Powell, stalling the approval process to run out the clock on escrow, then by prohibiting
11 the sellers from being present at the shareholder vote. The Board's actions amount to intentional
12 discrimination against Mr. Powell for his protected statuses (source of income and criminal history)
13 and constitute a denial of full and equal treatment as required under the law.

14 **THIRD CAUSE OF ACTION**

15 **(INTENTIONAL INTERFERENCE WITH CONTRACTUAL RELATIONS)**

16 41. Mr. Powell repeats and re-alleges all of the allegations of all the preceding
17 paragraphs as if fully set forth herein.

18 42. The elements of intentional interference with contractual relations are met where
19 there is "(1) the existence of a valid contract between the plaintiff and a third party; (2) the
20 defendant's knowledge of that contract; (3) the defendant's intentional acts designed to induce a
21 breach or disruption of the contractual relationship; (4) actual breach or disruption of the contractual
22 relationship; and (5) resulting damage." *Ixchel Pharma, LLC v. Biogen, Inc.* (2020) 9 Cal. 5th 1130,
23 1141.

24 43. Mr. Powell and the sellers signed a valid contract for the sale of a unit at 2500 Steiner
25 Street. The Board was put on notice of the contract in accordance with its bylaws. Members of the
26 Board, including Mr. Golden, then used illegal means to disrupt the agreement.

27 44. The Board made several attempts to intentionally disrupt the contractual relationship.
28 First the Board tried to deny the sale without any explanation, in violation of its own bylaws. Then

1 the Board tried to fabricate a pretext for its denial, attempting to deny the sale over a missing tax
2 form it never asked for. Once Mr. Powell provided undeniably satisfactory evidence that he
3 possessed the financial means to afford the apartment, the Board finally allowed a meeting with its
4 House Committee, where members made false and misleading statements intended to scare Mr.
5 Powell away from the purchase. When the sale finally proceeded to a shareholder vote, members
6 of the Corporation including, on information and belief, Mr. Golden, bullied and manipulated other
7 shareholders into voting against the sale.

8 45. The Corporation's actions, including pretextual denials, misleading statements, delay
9 tactics, and attempts to bully other shareholders to rig the vote, have disrupted the sale of the unit at
10 2500 Steiner Street. Mr. Powell was damaged as a direct result of the Board's adverse actions,
11 including but not limited to having the sale denied.

12 **FOURTH CAUSE OF ACTION**

13 **(INTENTIONAL INTERFERENCE WITH PROSPECTIVE ECONOMIC ADVANTAGE)**

14 46. Mr. Powell repeats and re-alleges all of the allegations of all the preceding
15 paragraphs as if fully set forth herein.

16 47. The elements of intentional interference with prospective economic advantage are
17 met where there is "(1) an economic relationship between the plaintiff and some third party, with
18 the probability of future economic benefit to the plaintiff; (2) the defendant's knowledge of the
19 relationship; (3) intentional acts on the part of the defendant designed to disrupt the relationship; (4)
20 actual disruption of the relationship; and (5) economic harm to the plaintiff proximately caused by
21 the acts of the defendant." *Korea Supply Co. v. Lockheed Martin Corp.* (2003) 29 Cal. 4th 1134,
22 1153.

23 48. Mr. Powell and the sellers entered an economic relationship related to the sale of a
24 unit at 2500 Steiner Street. The Board was put on notice of the economic relationship between Mr.
25 Powell and the sellers in accordance with the Board's bylaws. Members of the Board, including
26 Mr. Golden, then used illegal means to intentionally disrupt the relationship.

27 49. The Corporation's actions, including pretextual denials, misleading statements, delay
28 tactics, and attempts to bully other shareholders to rig the vote, have disrupted the sale of a unit at

1 2500 Steiner Street. Mr. Powell was damaged as a direct result of the Board’s adverse actions,
2 including but not limited to having the sale denied.

3 **FIFTH CAUSE OF ACTION**

4 **(UNFAIR COMPETITION)**

5 50. Mr. Powell repeats and re-alleges all of the allegations of all the preceding
6 paragraphs as if fully set forth herein.

7 51. California’s Unfair Competition Law, Cal. Bus. & Prof. Code §§ 17200, *et seq.*, (the
8 “UCL”) defines unfair competition as “any unlawful, unfair or fraudulent business act or practice.”
9 The UCL’s coverage is “sweeping, embracing anything that can properly be called a business
10 practice and that at the same time is forbidden by law.” *Cel-Tech Commc’ns, Inc. v. Los Angeles*
11 *Cellular Tel. Co.* (1999) 20 Cal. 4th 163, 180. California courts regularly enforce the UCL in
12 housing claims. *Campbell v. FPI Mgmt., Inc.* (2024) 98 Cal. App. 5th 1151, 1162.

13 52. The Corporation’s conduct is unlawful under the UCL because it violates FEHA,
14 violates the Unruh Act, and constitutes intentional interference with contractual relations and
15 prospective economic advantage.

16 53. The Corporation’s conduct is also unfair under the UCL. Mr. Powell’s consumer
17 injury is substantial because he was denied housing. There is no benefit to consumers where, as
18 here, the Corporation discriminatorily picks and chooses those worthy of housing. Mr. Powell could
19 not have reasonably avoided this injury; he submitted an appropriate application package, completed
20 the purchase with the sellers of the unit, and met all requirements set by the Board.

21 **SIXTH CAUSE OF ACTION**

22 **(DECLARATORY RELIEF)**

23 54. Mr. Powell repeats and re-alleges all of the allegations of all the preceding
24 paragraphs as if fully set forth herein.

25 55. Pursuant to California Code of Civil Procedure Section 1060, an actual, present, and
26 justiciable controversy exists between Mr. Powell and the Corporation concerning the Corporation’s
27 improper and unlawful actions in trying to stymie the sale of a unit at 2500 Steiner Street to Mr.
28 Powell.

