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**UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF CALIFORNIA**

Holy Sexuality,
Plaintiff,

v.
Asana, Inc.,
Defendant.

Case No. '25CV0345 W JLB

COMPLAINT

DEMAND FOR JURY TRIAL

INTRODUCTION

1
2 1. Plaintiff Holy Sexuality is a Christian nonprofit based in
3 Texas that uses video courses to teach young people and their families
4 about biblical principles on human sexuality.

5 2. To operate more effectively, Holy Sexuality contacted
6 Defendant Asana, Inc., a San Francisco-based tech company, and
7 requested Asana's 50% nonprofit discount for its project management
8 software.

9 3. Asana denied that discount to Holy Sexuality because
10 "organizations that are ... religious ... in nature aren't eligible." Asana
11 denied the discount under its *Religious Discrimination Policy*, published
12 on its website, which categorically refuses the discount to any "[r]eligious
13 organizations that exist to solely propagate a belief in a specific faith."

14 4. Both this categorical denial and Asana's published policy are
15 invidious religious discrimination. And both are illegal under California's
16 Unruh Civil Rights Act: all people in California "no matter what their ...
17 religion ... are entitled to ... full and equal" treatment from businesses.
18 Cal. Civ. Code § 51(b).

19 5. People of faith aren't second-class citizens in California, and
20 tech companies in San Francisco cannot provide lesser services to
21 customers simply because they are religious.

22 6. This Court should thus grant judgment in favor of Holy
23 Sexuality, declare Asana's discriminatory denial and published policy
24 unlawful, enjoin that policy, order Asana to remove its discriminatory
25 advertisements and to reconsider Holy Sexuality's application, and
26 award Holy Sexuality damages and attorney's fees.

1 **JURISDICTION, PARTIES, AND VENUE**

2 7. This Court has original jurisdiction over this action pursuant
3 to 28 U.S.C. § 1332.

4 8. Plaintiff Holy Sexuality is a 501(c)(3) religious nonprofit
5 organization incorporated under the laws of the State of Texas with its
6 principal place of business in Texas. It is a citizen of Texas.

7 9. Defendant Asana, Inc. is a Delaware corporation with its
8 principal place of business at 633 Folsom Street, Suite 100, San
9 Francisco, California 94107. It is a citizen of Delaware and California.

10 10. The amount in controversy, including current and future
11 recoverable attorney's fees, exceeds \$75,000.

12 11. Venue is proper in this district pursuant to 28 U.S.C.
13 § 1391(b) because a substantial part of the events or omissions described
14 in this Complaint occurred in this district.

15 **FACTUAL ALLEGATIONS**

16 **I. Holy Sexuality empowers families to celebrate biblical**
17 **sexuality.**

18 12. Dr. Christopher Yuan founded Holy Sexuality to provide
19 resources for adults, teens, and children to understand, embrace, and
20 celebrate biblical sexuality.

21 13. In his early life, Dr. Yuan was an agnostic who elevated his
22 identity in his sexuality as a gay man above his true identity as a child
23 of God.

24 14. Dr. Yuan left home to pursue dental school, became addicted
25 to drugs, and then began dealing drugs to support his addiction. His
26 attendance and grades plunged. Three months before graduation, his
27 school expelled him.
28

1 15. Two years after his expulsion, twelve law enforcement agents
2 raided his house for drugs. Instead of graduating and becoming a dentist,
3 he went to federal prison for six years.

4 16. While in prison, he discovered a copy of the New Testament
5 and began to read the Gospel of Mark, which planted the seed of his
6 conversion.

7 17. A few days later, he was diagnosed with HIV. Devastated and
8 lying in his cell, he discovered a note written on the top of his bunk bed.
9 It said, "If you're feeling bored, read Jeremiah 29:11."

10 18. Jeremiah 29:11 says, "'For I know the plans I have for you,'
11 declares the Lord, 'plans to prosper you and not to harm you, plans to
12 give you hope and a future.'"

13 19. Dr. Yuan read the verse and found hope. He knew that
14 regardless of what he had done in the past, God could still have a plan
15 for him.

16 20. That began a gradual process of becoming a Christian and
17 God setting him free from his drug addiction.

18 21. While still in prison, he applied to and began to attend a Bible
19 college. After his release, he taught at the college for twelve years and
20 became a pastor and accomplished speaker.

21 22. Over the past several years, Dr. Yuan has seen much
22 confusion in the ongoing societal debate surrounding gender identity and
23 sexual orientation. He recognized that these issues pose difficult
24 questions for families, and he wanted to provide a home discipleship
25 resource for families to use to understand the Bible's teaching on human
26 sexuality.

27 23. In March 2023, Dr. Yuan founded Holy Sexuality to provide
28 that needed education.

1 24. Holy Sexuality is a Christian ministry that lives out its faith
2 by creating content to educate about biblical teachings.

3 25. Holy Sexuality offers a twelve-lesson video curriculum
4 designed for parents to watch with their teenagers. Dr. Yuan serves as
5 the instructor for the videos, which discuss biblical teachings on
6 sexuality. Those teachings include God's design for marriage as a lifelong
7 union between one man and one woman. They also include that God
8 immutably creates each person as male or female; these two distinct,
9 complementary sexes reflect the image of God; and rejection of one's
10 biological sex is a rejection of being made in the image of God.

11 26. Holy Sexuality believes that its videos will help promote true
12 happiness and flourishing for young people.

13 27. Holy Sexuality designed its videos for a Christian audience,
14 but anyone can purchase the curriculum online at HolySexuality.com for
15 \$20.

16 28. Dr. Yuan is Holy Sexuality's executive director and only
17 employee.

18 29. Dr. Yuan does not receive a salary from Holy Sexuality.

19 30. Dr. Yuan resides in San Diego County and performs work for
20 Holy Sexuality from San Diego County.

21 **II. Asana discriminates against religious nonprofits.**

22 31. Asana creates and sells subscriptions to project management
23 software to the general public. Its software allows users to develop
24 workflows and automated processes, set goals, track work across teams,
25 and manage resources.

26 32. Asana claims on its website that 85% of Fortune 100
27 companies use its software. Asana has over 150,000 paying company
28 subscribers in over 200 countries and territories. And its software has

1 over 2.5 million weekly active users. Asana currently has a market
2 capitalization of over \$5.3 billion. In its last fiscal year, Asana had over
3 \$650 million in revenue.

4 33. Asana offers its software on a subscription model. It sells its
5 Starter software package for \$10.99 per user per month billed annually
6 (or \$13.49 per user billed monthly). It sells its Advanced software
7 package for \$24.99 per user per month billed annually (or \$30.49 per user
8 billed monthly).

9 34. Asana offers a 50% discount on its subscriptions to nonprofits.
10 To qualify, nonprofits must: have 501(c)(3) status; not be an education or
11 academic institution, hospital, hospital auxiliary, nurse register, mutual
12 organization, or credit union; and not “advocate, support, or practice
13 discrimination based on age, ethnicity, gender, national origin, disability,
14 race, size, religion, sexual orientation, or socioeconomic background.” Ex.
15 A at 2.

16 35. But, under its *Religious Discrimination Policy*, Asana denies
17 that discount to “[r]eligious organizations that exist to solely propagate a
18 belief in a specific faith.” *Id.*

19 36. Nonprofits apply for the discount by completing a form on
20 Asana’s website, Asana.com. *See* Ex. B.

21 37. Asana advertises on its website that its nonprofit discount
22 “lasts forever unless [the nonprofit] choose[s] to leave Asana.” Ex. C at
23 16.

24 **III. Asana denies a discount to Holy Sexuality because it is**
25 **“religious” while offering the discount to secular non-**
26 **profits.**

27 38. Holy Sexuality wanted to purchase Asana’s project
28 management software to help it operate more efficiently and effectively.

1 39. At or around 5:45 pm on December 30, 2024, Dr. Yuan, on
2 behalf of Holy Sexuality, applied for Asana’s nonprofit discount from San
3 Diego County by completing the form on Asana’s website.

4 40. Holy Sexuality planned to use Asana Advanced for 6 users.

5 41. That same minute, Asana denied Holy Sexuality’s discount
6 request under its *Religious Discrimination Policy*.

7 42. Dr. Yuan received the denial email while in San Diego
8 County.

9 43. The email informed Dr. Yuan that Holy Sexuality “isn’t
10 eligible for the nonprofit discount” because “organizations that are ...
11 religious ...in nature aren’t eligible.” Ex. D at 17–18.

12 44. Holy Sexuality met all other requirements for Asana’s
13 nonprofit discount.

14 45. Asana grants a nonprofit discount to other comparable
15 secular nonprofits.

16 46. For example, Asana granted San Francisco AIDS Foundation
17 a nonprofit discount.

18 47. San Francisco AIDS Foundation is a secular and otherwise
19 similarly situated nonprofit to Holy Sexuality.

20 48. San Francisco AIDS Foundation opposes Holy Sexuality’s
21 religious beliefs. On its website, Asana posted a “case study” of San
22 Francisco AIDS Foundation’s use of Asana. That study features a picture
23 of the Sisters of Perpetual Indulgence, which claims to be an “Order of
24 queer and trans nuns.” See Ex. E at 19, 25. The Sisters of Perpetual
25 Indulgence are males whose dress and actions mock those of Catholic
26 nuns, who are exclusively female.

1 49. Asana also provides a nonprofit discount to The Trevor
2 Project, which is a secular and otherwise similarly situated nonprofit to
3 Holy Sexuality.

4 50. The Trevor Project opposes Holy Sexuality's religious beliefs.
5 On its website, Asana features The Trevor Project as a "case study." Ex.
6 F at 30.

7 51. The Trevor Project advocates for a view of sexuality contrary
8 to biblical principles and Holy Sexuality's religious beliefs, including that
9 people can have gender identities different from their sex. The Trevor
10 Project encourages young people to explore various gender identities,
11 such as transgender, nonbinary, "genderfluid, genderqueer, polygender,
12 bigender, demigender, agender, and many others." Ex. G at 53.

13 52. Asana grants a nonprofit discount to other religious
14 nonprofits.

15 53. For example, Asana grants a nonprofit discount to Islamic
16 Relief of Canada and features a case study about that group on its
17 website. Ex. H at 84.

18 54. Islamic Relief Canada advertises that it "remain[s] guided by
19 the timeless values and teachings of the Qur'an and the prophetic
20 example." Ex. I at 92.

21 **IV. Asana's discriminatory denial has injured and continues to**
22 **injure Holy Sexuality.**

23 55. Asana's denial means that to access the Advanced product,
24 Holy Sexuality must pay \$24.99 per user per month instead of \$12.50
25 per user per month.

26 56. Holy Sexuality expects it would have used Asana Advanced
27 for at least 6 users for 10 years.
28

1 57. Under the Unruh Act, Holy Sexuality is entitled to treble
2 damages. Cal. Civ. Code § 52(a).

3 58. Asana engaged in intentional, malicious, and outrageous
4 religious discrimination against Holy Sexuality pursuant to its facially
5 discriminatory *Religious Discrimination Policy*.

6 59. Asana's *Religious Discrimination Policy* remains in effect.

7 60. Asana's website is publicly advertising its *Religious*
8 *Discrimination Policy*.

9 61. Anyone with an internet connection can access Asana's
10 website and view its *Religious Discrimination Policy*.

11 62. Upon information and belief, Asana's *Religious*
12 *Discrimination Policy* is causing ongoing harm to otherwise qualifying
13 religious nonprofits which desire to apply for the nonprofit discount.

14 63. Upon information and belief, Asana's *Religious*
15 *Discrimination Policy* is currently deterring otherwise qualifying
16 religious nonprofits from applying for the nonprofit discount.

17 64. Holy Sexuality would immediately apply again for Asana's
18 nonprofit discount but for Asana's *Religious Discrimination Policy*.

19 65. Holy Sexuality continues to meet all other requirements to
20 receive Asana's nonprofit discount.

21 CLAIM

22 Count One

23 Violation of the Unruh Act (Cal. Civ. Code § 51).

24 66. Plaintiff repeats and realleges each of the allegations
25 contained in paragraphs 1–65 of this Complaint.

26 67. California's Unruh Civil Rights Act guarantees that "[a]ll
27 persons within the jurisdiction of" California "no matter what their ...
28 religion ... are entitled to the full and equal accommodations, advantages,

1 facilities, privileges, or services in all business establishments of every
2 kind whatsoever.” Cal. Civ. Code § 51(b).

3 68. The Act creates and preserves a nondiscriminatory
4 environment in California businesses by banishing and eradicating
5 arbitrary, invidious discrimination.

6 69. The Act stands as a bulwark protecting each person’s inherent
7 right to full and equal access to all businesses.

8 70. The Unruh Act defines “[r]eligion” to “include[] all aspects of
9 religious belief, observance, and practice.” Cal. Civ. Code § 51(e)(5).

10 71. Asana qualifies as a “business establishment[]” under the
11 Unruh Act.

12 72. By categorically denying a discount to a “religious” nonprofit
13 but granting the same to other nonprofits, Asana denied Holy Sexuality
14 “the full and equal” benefit of its product.

15 73. Holy Sexuality’s religion was at least a substantial reason for
16 Asana’s denial of the nonprofit discount.

17 74. Asana’s publication and enforcement of its *Religious*
18 *Discrimination Policy* also independently violate the Unruh Act.

19 75. Asana’s *Religious Discrimination Policy* denies “religious”
20 nonprofits the “full and equal” benefit of its products.

21 76. Asana’s religious discrimination was and remains
22 unreasonable, especially because Asana grants discounts to nonprofits
23 who hold views opposite to Holy Sexuality’s and grants discounts to other
24 religious nonprofits.

25 77. Asana’s religious discrimination was and remains arbitrary,
26 especially because Asana grants discounts to nonprofits who hold views
27 opposite to Holy Sexuality’s and grants discounts to other religious
28 nonprofits.

1 78. Asana's denial of Holy Sexuality's discount request had no
2 legitimate business interest.

3 79. Asana's *Religious Discrimination Policy* has no legitimate
4 business interest.

5 80. Holy Sexuality is thus entitled to general and special
6 damages, treble damages, a permanent injunction, declaratory relief, and
7 attorney's fees under the Unruh Act. *See* Cal. Civ. Code § 52.

8 **PRAYER FOR RELIEF**

9 Plaintiff Holy Sexuality respectfully requests that this Court enter
10 judgment against Defendant Asana, Inc. and provide Plaintiff with the
11 following relief:

12 (A) A declaratory judgment that:

- 13 i. Defendant violated the Unruh Act by denying Plaintiff
14 the nonprofit discount;
15 ii. Defendant's *Religious Discrimination Policy* violates the
16 Unruh Act; and
17 iii. Defendant's publication of its *Religious Discrimination*
18 *Policy* violates the Unruh Act.

19 (B) A permanent injunction prohibiting Defendant, its agents,
20 officials, servants, employees, and any other persons acting on
21 its behalf from enforcing, publishing, or advertising its
22 *Religious Discrimination Policy* or any materially similar
23 policy;

24 (C) General and special damages;

25 (D) Plaintiff's reasonable attorney's fees, costs, and
26 disbursements; and

27 (E) All other further relief to which Plaintiff may be entitled.
28

1 Respectfully submitted this 18th day of February 2025.

2
3 By: s/ Robert J. Reynolds

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20 *Pro Hac Vice application filed
21 simultaneously

22 *Attorneys for Plaintiff*
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DEMAND FOR TRIAL BY JURY

Plaintiff demands trial by jury of all matters so triable herein.

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