572 Clerk o nita, CA 91902 By Soph Pro Per IN THE SUPERIOR COURT OF THE STATE OF CALIFORNIA IN AND FOR THE COUNTY OF SAN DIEGO re the matter of:) Case No. 37-2023-00047174 NY HOUSE COMPANY INC, a California) CROSS-COMPLAINT FOR	4-CU-BT-CTL
By Soph Pro Per IN THE SUPERIOR COURT OF THE STATE OF CALIFORNIA IN AND FOR THE COUNTY OF SAN DIEGO re the matter of: NY HOUSE COMPANY INC, a California NY HOUSE COMPANY INC, a California Plaintiff) 1. BREACH OF CONTRA	ia Felix, Deputy Clerk A 4-CU-BT-CTL
IN AND FOR THE COUNTY OF SAN DIEGO n re the matter of: INY HOUSE COMPANY INC, a California Plaintiff) 1. BREACH OF CONTRA	4-CU-BT-CTL
IN AND FOR THE COUNTY OF SAN DIEGO n re the matter of: IN AND FOR THE COUNTY OF SAN DIEGO Case No. 37-2023-00047174 D Case No. 37-2024 C	4-CU-BT-CTL
IN AND FOR THE COUNTY OF SAN DIEGO n re the matter of:) Case No. 37-2023-00047174) INY HOUSE COMPANY INC, a California) CROSS-COMPLAINT FO Corporation) Plaintiff) 1. BREACH OF CONTRA	4-CU-BT-CTL
IN AND FOR THE COUNTY OF SAN DIEGO n re the matter of: INY HOUSE COMPANY INC, a California Plaintiff INY HOUSE COMPANY INC, a California INY HOUSE COMPLAINT FOR THE COUNTY OF SAN DIEGO	4-CU-BT-CTL
INY HOUSE COMPANY INC, a California) CROSS-COMPLAINT FC Corporation) 1. BREACH OF CONTRA	
INY HOUSE COMPANY INC, a California) CROSS-COMPLAINT FC Corporation) 1. BREACH OF CONTRA	
Corporation) Plaintiff) 1. BREACH OF CONTRA	OR DAMAGES
Plaintiff) 1. BREACH OF CONTRA	
) 2. NEGLIGENCE	ACT
v.) 3. FRAUD	
) DEANNA OHLY, an individual	
Defendant)	
)	
Defendant Deanna Ohly, hereby complains and alleges as follows:	
1. Defendant Deanna Ohly (hereinafter referred to as OHLY) is now	, and all times
erein mentioned was, an individual residing in the City of Bonita, County of Sar	n Diego, State
of California.	
2. Defendant Deanna Ohly is unaware of the true names or capacities	, whether they
are individuals or business entities, of Defendant DOES 1 through 100 inclusive,	
ues them by such fictitious names and will seek leave of this Court to insert true	names and
apacities once they have been ascertained.	
3. At all times mentioned herein, Plaintiffs, and each of them, inclusing	ve of DOES

1 through 100, were authorized and empowered by each other to act, and did so act, as agents of each other, and all of the things herein alleged to have been done by them were done in the capacity of such agency. Upon information and belief, all Plaintiffs are responsible in some manner for the events described herein and are liable to Defendant for the damages he has incurred.

GENERAL ALLEGATIONS

4. I had been in business building Tiny homes for a few years, and then after I was experiencing a lot of financial stress supporting my 3 small children in May 2023 I met a Man working as a home improvement sales rep, named David E Flake, I told Flake about my tiny home business and he proceeded to convince me that he could help me scale and grow my business, because he had scaled several businesses including a mortgage company that he sold, and being much older he stated that he had decades of experience in business, he seemed to have good intentions and acted very genuine, so I did not really question his intentions, at the time, shortly after I shared my trade secrets and information, since he had 0 experience in Construction or Tiny Homes.

5. Flake insisted that we needed to rename the company to a name that he said would be more inviting to investors, and that we needed to be 50/50 partners, even though Flake would not be investing any of his own money into the company, After a while I agreed and said I would register the new company and that I wanted him to sign a partnership agreement, But he insisted that he would register the company and cover the cost to 'help me out". I said okay as long as we are 50/50 and I was listed as president. He assured me that would be the case and showed me a document that listed me as president and 50% owner, in the meantime I had continued the marketing efforts and we started making sales, opening a bank account in August

at Wells Fargo with both our names on it, and making initial sales deposits totaling \$300,000 + in Aug, Sept, and Oct.

6. During this period I was always held out as the Founder, Owner and President of the Company, to customers as well as sales reps working for the company. Several Documents show my position and ownership. And Flake himself sent me a photo of stock certificates and stated "congratulations on being a half millionaire, Ms. President "along with several conversations stating my ownership and position.

7. Over this short period I asked Flake several times to sign the partnership agreement, and he always had some excuse why it had not been done.

8. Then around October 10, 2023, I discovered that Flake was stealing money from the company and had made \$267,000 in transfers to his personal bank account, also paying his personal rent by Zelle from the business account., I confronted him and told him to put the money back (over text) and stated that what he was doing was a breach of fiduciary duty and illegal.

9. Instead of returning the funds to the company, he started claiming that I was not the owner and that I had no rights, was an employee etc... complete and utter falsehoods.

10. Plaintiff Flake defrauded me, lied and put me in extreme emotional and financial distress due to his dishonest actions. Stole clients' money, we have several clients asking for their money back, since they never received their units and of course Flake refuses to refund their money.

11. Now flake is continuing the scam by lying to the court, trying to also take the trailers that were registered in my name from day one.

FIRST CAUSE OF ACTION

BREACH OF CONTRACT AGAINST ALL PLAINTIFFS

12. Cross-Complainant hereby incorporate by reference the factual allegations of the preceding paragraphs of this Complaint as though fully set forth herein.

13. Mr. Flake breached the terms of the Contract as set forth above by, among other things, failing to complete contract with current clients.

14. As a direct and proximate result of Flake's failure to meet the terms of the Contract, Cross-Complainants have been specifically damaged in that they were forced to incur additional expenses to refund the customer's money.

15. The exact amount of damage is presently unknown, however, Cross-Complainant are informed and believe and thereupon allege that said damages exceed \$120,000, are within the jurisdiction of this Court and will be proven at the time of trial.

16. As a direct and proximate result of Flake's actions, Cross-Complainants have been damaged through the diminution in value of her business. Cross-Complainants are unaware of precise amount of such damage but will establish such amounts at the time of trial.

SECOND CAUSE OF ACTION

NEGLIGENCE

17. Plaintiffs repeat, replead and reallege each and every allegation set forth in paragraphs 1 through 16 inclusive, of this complaint.

18. As a direct and proximate result of the negligence of Plaintiff Flake, Defendant
Ohly has suffered damages an amount not as yet ascertained, but which exceeds the
jurisdictional minimum of this Court, and which will be proven at time of trial. Defendant is
being sued personally for the refund of the clients deposited money.

19. Defendant Deanna Ohly agreed to partner with Plaintiff Flake in a Tiny Home business. Plaintiff prepared all the partnership paperwork, had Defendant sign paperwork, and then file different paperwork with the state showing Plaintiff as sole owner.

THIRD CAUSE OF ACTION

FRAUD AS AGAINST ALL DEFENDANTS

20. Defendant Deanna Ohly repeat, replead and reallege each and every allegation set forth in paragraphs 1 through 15 inclusive, of this complaint.

21. The representations made by Plaintiff Flake were in fact false. The true facts were that Plaintiff has a substantial criminal history of fraud and embezzlement in his past. Defendant believes that Plaintiff planed to defraud and embezzle money from Defenant and Tiny Homes from the first day they met.

22. At the time that the representations were made to Defendant Ohly and at the time Defendant Ohly took the actions herein alleged, Defendant Ohly was ignorant of the falsity of these representations, and believed them to be true. In reliance upon these representations, Defendant Ohly was induced to and did, pay Plaintiff excess in the amount of \$290,000. Had Defendant Ohly known the actual facts, she would not have taken said actions. Defendant Ohly 's reliance on Plaintiff Flake's representations was justified in that Plaintiff enjoyed a special relationship of trust and confidence with Defendant. Defendant Ohly had no reason to distrust Plaintiff in any way.

23. At all times herein mentioned; Defendant Ohly reposed great trust and confidence in Defendant, by words and deeds directly and indirectly voluntarily accepted that trust and confidence.

24. The extent of the fraud perpetrated on Defendant Ohly by Plaintiff Flake, as herein alleged, was not discovered by Defendant Ohly until on or about _____.

25. As a direct and proximate result of the actions of Plaintiff, Defendant has suffered damages in that he will have to pay the estimated sum of \$290,000 to pay back the bank account that Plaintiff stole from.

26. In doing the acts complained of herein, Plaintiff Flake, acted oppressively, maliciously, with a conscious disregard of the rights of others, and with the express intent to defraud, harass, and annoy Defendant Ohly. Plaintiff Flake purposely and maliciously set out to and did deprive Defendant Ohly of a substantial sum of money as herein alleged Defendant Ohly is thus entitled to an award of punitive and exemplary damages according to proof.

1.

WHEREFORE, Defendant prays for Judgment against Plaintiffs and each of them, as follows:

FIRST CAUSE OF ACTION

For the recovery of the \$120,000 paid by Plaintiff David Flake to Plaintiff;
 For costs of suit herein incurred, and
 For such other and further relief as the Court deems just and proper.
 SECOND CAUSE OF ACTION

For damages according to proof at time of trial;

2. For punitive and exemplary damages according to proof at time of trial

- 3. For costs of suit herein incurred, and
- 4. For such other and further relief as the Court deems just and proper.

1	THIRD CAUSE OF ACTION
2	1. For damages according to proof at time of trial;
3	2. For additional damages of \$290,000 paid by Plaintiff David Flake to Plaintiff
4	3. For costs of suit herein incurred, and
5	4. For such other and further relief as the Court deems just and proper.
6	
7 8	
9	Dated 3/20/24 D. M.
10	Dated 700777 DEANNA OHLY
11	DEANNA OHL I
12	
13	
14	
15	
16	
17	
18	
19 20	
20	
22	
23	
24	
25	
26	
27	
28	7