

1 Deanna Ohly
2 5073 Central Ave
3 #1672
4 Bonita, CA 91902

ELECTRONICALLY FILED
Superior Court of California,
County of San Diego
04/02/2024 at 12:01:00 AM
Clerk of the Superior Court
By Sophia Felix, Deputy Clerk

5 In Pro Per

6 IN THE SUPERIOR COURT OF THE STATE OF CALIFORNIA
7 IN AND FOR THE COUNTY OF SAN DIEGO

8 In re the matter of:) Case No. 37-2023-00047174-CU-BT-CTL
9)
10 TINY HOUSE COMPANY INC, a California) CROSS-COMPLAINT FOR DAMAGES
11 Corporation)
12 Plaintiff) 1. BREACH OF CONTRACT
13 v.) 2. NEGLIGENCE
14) 3. FRAUD
15 DEANNA OHLY, an individual)
16)
17 Defendant)
18)

19 Defendant Deanna Ohly, hereby complains and alleges as follows:

20 1. Defendant Deanna Ohly (hereinafter referred to as OHLY) is now, and all times
21 herein mentioned was, an individual residing in the City of Bonita, County of San Diego, State
22 of California.

23 2. Defendant Deanna Ohly is unaware of the true names or capacities, whether they
24 are individuals or business entities, of Defendant DOES 1 through 100 inclusive, and therefore
25 sues them by such fictitious names and will seek leave of this Court to insert true names and
26 capacities once they have been ascertained.

27 3. At all times mentioned herein, Plaintiffs, and each of them, inclusive of DOES
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1 I through 100, were authorized and empowered by each other to act, and did so act, as agents of
2 each other, and all of the things herein alleged to have been done by them were done in the
3 capacity of such agency. Upon information and belief, all Plaintiffs are responsible in some
4 manner for the events described herein and are liable to Defendant for the damages he has
5 incurred.
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7 **GENERAL ALLEGATIONS**

8 4. I had been in business building Tiny homes for a few years, and then after I was
9 experiencing a lot of financial stress supporting my 3 small children in May 2023 I met a Man
10 working as a home improvement sales rep, named David E Flake. I told Flake about my tiny
11 home business and he proceeded to convince me that he could help me scale and grow my
12 business, because he had scaled several businesses including a mortgage company that he sold,
13 and being much older he stated that he had decades of experience in business, he seemed to have
14 good intentions and acted very genuine, so I did not really question his intentions, at the time,
15 shortly after I shared my trade secrets and information, since he had 0 experience in Construction
16 or Tiny Homes.
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18 5. Flake insisted that we needed to rename the company to a name that he said
19 would be more inviting to investors, and that we needed to be 50/50 partners, even though Flake
20 would not be investing any of his own money into the company, After a while I agreed and said I
21 would register the new company and that I wanted him to sign a partnership agreement, But he
22 insisted that he would register the company and cover the cost to "help me out". I said okay as
23 long as we are 50/50 and I was listed as president. He assured me that would be the case and
24 showed me a document that listed me as president and 50% owner, in the meantime I had
25 continued the marketing efforts and we started making sales, opening a bank account in August
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1 at Wells Fargo with both our names on it, and making initial sales deposits totaling \$300,000 +
2 in Aug, Sept, and Oct.

3 6. During this period I was always held out as the Founder, Owner and President of
4 the Company, to customers as well as sales reps working for the company. Several Documents
5 show my position and ownership. And Flake himself sent me a photo of stock certificates and
6 stated "congratulations on being a half millionaire. Ms. President "along with several
7 conversations stating my ownership and position.
8

9 7. Over this short period I asked Flake several times to sign the partnership
10 agreement, and he always had some excuse why it had not been done.
11

12 8. Then around October 10, 2023, I discovered that Flake was stealing money from
13 the company and had made \$267,000 in transfers to his personal bank account, also paying his
14 personal rent by Zelle from the business account., I confronted him and told him to put the
15 money back (over text) and stated that what he was doing was a breach of fiduciary duty and
16 illegal.
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18 9. Instead of returning the funds to the company, he started claiming that I was not
19 the owner and that I had no rights, was an employee etc... complete and utter falsehoods.

20 10. Plaintiff Flake defrauded me, lied and put me in extreme emotional and financial
21 distress due to his dishonest actions. Stole clients' money, we have several clients asking for
22 their money back, since they never received their units and of course Flake refuses to refund
23 their money.
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25 11. Now flake is continuing the scam by lying to the court, trying to also take the
26 trailers that were registered in my name from day one.
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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.

THIRD CAUSE OF ACTION

1. For damages according to proof at time of trial;
2. For additional damages of \$290,000 paid by Plaintiff David Flake to Plaintiff
3. For costs of suit herein incurred, and
4. For such other and further relief as the Court deems just and proper.

Dated 3/20/24



DEANNA OHLY