

Assigned for all purposes to: Stanley Mosk Courthouse, Judicial Officer: Mel Red Recana

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SUPERIOR COURT OF THE STATE OF CALIFORNIA

COUNTY OF LOS ANGELES

UNLIMITED JURISDICTION

Case No. 21STCV25863

ROUTINE ANOMALY LLC, a Nevada
Limited Liability Company;

Plaintiff,

v.

SATINE PHOENIX CENSOPLANO, an
individual, BURNING QUILL
ENTERPRISES, INC., a California
corporation, and DOES 1-10,

Defendants.

**VERIFIED COMPLAINT FOR
DAMAGES:**

- 1. CONVERSION**
- 2. INTENTIONAL
MISREPRESENTATION**
- 3. FALSE PROMISE**
- 4. BREACH OF CONTRACT**
- 5. BREACH OF FIDUCIARY DUTY**
- 6. BREACH OF IMPLIED
COVENANT OF GOOD FAITH
AND FAIR DEALING**
- 7. UNFAIR BUSINESS PRACTICES
[Bus. & Prof. Code § 17200 *et. seq.*]**
- 8. UNJUST ENRICHMENT**
- 9. VIOLATION OF PENAL CODE
SECTION 496(a)**

Plaintiff ROUTINE ANOMALY LLC (“Routine Anomaly” or “Plaintiff”), a Nevada limited liability company, alleges against Defendants SATINE PHOENIX CENSOPLANO also known as SATINE PHOENIX (“Phoenix”), an individual, BURNING QUILL ENTERPRISES, INC. (“Burning Quill”), a California corporation, and DOES 1-10 for the following claims and causes of action:

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1 **JURISDICTION AND VENUE**

2 1. This Court has jurisdiction over all causes of action asserted herein pursuant to the
3 California Constitution, Article VI, §10.

4 2. The Court has jurisdiction over this action as Plaintiff is a Nevada LLC, registered to do
5 business in California, that has done business in the County of Los Angeles, State of California,
6 and Defendants have either their headquarters within, or are domiciled within, Los Angeles
7 County.

8 3. Venue is proper in this Court (a) pursuant to California Code of Civil Procedure section
9 395.5 because the contracts alleged herein were all made and to be performed in, the obligations
10 and liabilities arose in, and the breaches occurred in the County of Los Angeles, State of
11 California, and (b) the misrepresentations and fraudulent acts alleged herein arose or occurred in
12 the County of Los Angeles, State of California.

13 **THE PARTIES**

14 4. Plaintiff Routine Anomaly is a Nevada limited liability company, registered to do
15 business in California, that has done business in and entered into contracts in Los Angeles
16 County.

17 5. Defendant Phoenix is an individual who resides in Los Angeles County and has operated
18 a business and entered into contracts in Los Angeles County.

19 6. Defendant Burning Quill was a California corporation duly formed and organized under
20 the laws of the State of California, with its headquarters in the city of Sherman Oaks, Los
21 Angeles County, California.

22 7. Defendants DOES 1 through 10, inclusive, are sued herein by such fictitious names
23 because their true names and capacities are unknown to Plaintiff. Plaintiff will seek leave to
24 amend this Complaint when said Defendants' names and capacities have been ascertained. Upon
25 information and belief, Plaintiff alleges that said fictitiously named Defendants are in some
26 manner legally liable for the actions, conduct and damages herein alleged.

27 8. Plaintiff is informed and believes and thereon alleges that at all times herein mentioned
28 each Defendant, both fictitiously and actually named, was the principal, agent, or employee of
one or more of the other Defendants, and acting as either such principal or within the course and

scope of such employment or agency, took some part in the acts or omissions hereinafter set forth by reason of which each Defendant, both fictitiously and actually named, is liable to Plaintiff for, and/or subject to, the relief prayed for herein.

STATEMENT OF FACTS

9. The Plaintiff incorporates by reference the factual allegations set forth in paragraphs 1 through 8 above.

10. In 2018, prior to Routine Anomaly's individual business banking accounts being opened, Routine Anomaly entered into an agreement with Defendants, where Defendant Phoenix would Defendant Burning Quill's bank accounts to hold Routine Anomaly's incoming funds until Routine Anomaly's business accounts could be created. Further Defendants agreed to pay Routine Anomaly's payroll and expenses using Routine Anomaly's funds they had access to. Defendant Phoenix also agreed to hold an officer position with Routine Anomaly.

11. Once Routine Anomaly's business accounts were created, Defendant Phoenix stalled on moving incoming monies to Routine Anomaly's accounts, and insisted on conducting payroll through Defendant Burning Quill's separate business accounts. Routine Anomaly agreed to this arrangement given that Defendant Phoenix was entrusted with Routine Anomaly's finances up until this point.

12. As the year progressed, David Rutenberg, an officer for Routine Anomaly, noticed that Defendant Phoenix was making transfers from Routine Anomaly's accounts to her various separate accounts, including but not limited to, her personal accounts and Defendant Burning Quill's business account without proper explanations for these transfers. Mr. Rutenberg became suspicious that the funds were not being used for Routine Anomaly's payroll and expenses, but rather for some other purpose.

13. As the year 2018 went on, Defendant Phoenix stated that she was too busy to continue payroll and expense administration for Routine Anomaly. Mr. Rutenberg took over the responsibility. Defendant Phoenix was asked to transfer all remaining monies to Routine Anomaly's accounts, and she replied "what money? There isn't any."

1 14. In late 2018, Mr. Rutenberg attempted to set up meetings with Defendant Phoenix to go
2 over accounting records with her to make sure everything was in order for tax season. However,
3 these meetings were continually postponed or refused entirely.

4 15. After reviewing numbers available from Routine Anomaly's income against known
5 expenses and payroll, it was discovered that a five figure sum of money was missing and entirely
6 unaccounted for. As Routine Anomaly continually demanded answers from Defendant Phoenix,
7 in 2019 Defendant Phoenix decided that she no longer wanted to be part of the company and
8 informed Routine Anomaly's attorney that she would not be paying back any of the delinquent
9 funds. She then subsequently attempted to disentangle Defendant Burning Quill and erase the
10 debt by dissolving Routine Anomaly to avoid repayment or review of accounting records.
11 Shortly thereafter, Routine Anomaly's attorney resigned, citing a conflict of interest.

12 16. Routine Anomaly hired a new attorney, who attempted to request on multiple occasions
13 financial records of Defendant Burning Quill from Defendant Phoenix. Defendant Phoenix
14 continually refused and became hostile.

15 17. After months of numerous requests and a threat of impending legal action, Defendant
16 Phoenix finally produced the financial records for Defendant Burning Quill. After an in-depth
17 accounting, it was discovered that the over \$70,000.00 in Routine Anomaly's funds were
18 transferred to Defendant Phoenix's personal account and Defendant Burning Quill's business
19 account. Of the over \$70,000.00 in Routine Anomaly's funds, \$43,315.05 is unaccounted for.
20 When Defendant Phoenix was confronted with the discrepancy, she did not have an explanation
21 and stated that she will not pay any sum of the money back to the company.

22 18. Routine Anomaly has not recovered any of the unaccounted \$43,315.05 that Defendant
23 Phoenix retained in bad faith for her own purposes.

24
25 **FIRST CAUSE OF ACTION**
26 **CONVERSION**
(Against All Defendants)

27 19. The Plaintiff incorporates by reference the factual allegations contained in paragraphs 1
28 through 18 above.

20. Plaintiff and Defendants entered into an agreement where Defendants Phoenix and

1 Burning Quill would deposit Plaintiff's incoming funds in Defendant Burning Quill's business
2 account until Plaintiff created its own business account. While Plaintiff's incoming funds were
3 being placed and/or deposited in Defendant Burning Quill's account, Defendants agreed to pay
4 Plaintiff's payroll and expenses using Plaintiff's funds.

5 21. Plaintiff owned and possessed the money that Defendants had access to for purposes of
6 paying Plaintiff's payroll and expenses.

7 22. Defendants intentionally and wrongfully misappropriated Plaintiff's funds by transferring
8 Plaintiff's funds to Defendant Phoenix's personal account and/or Defendant Burning Quill's
9 account without proper authorization or explanation of the transfer. Further, Defendants retained
10 Plaintiff's funds in bad faith for their own purposes.

11 23. As a proximate result of Defendants' act of conversion, Plaintiff has been deprived of
12 their property rights and suffered damages in excess of \$43,315.05, in an amount to be
13 determined at trial.

14 24. Plaintiff is informed and believes and thereon alleges that Defendants' acts as set forth
15 herein are malicious, oppressive, despicable, and in conscious disregard of Plaintiff's rights. As
16 such, punitive damages are warranted against Defendants in order to punish them and to make an
17 example of their actions, in an amount to be determined at trial.

18 **SECOND CAUSE OF ACTION**
19 **INTENTIONAL MISREPRESENTATION**
20 (Against All Defendants)

21 25. Plaintiff incorporates by reference the factual allegations set forth in paragraphs 1
22 through 24 above.

23 26. Defendants made false representations to Plaintiff that they (a) would be depositing their
24 funds in Defendant Burning Quill's account and (b) would be using Plaintiff's funds to pay their
25 payroll and expenses. Plaintiff relied on the Defendants' representation that they would keep
26 their funds in Defendant Burning Quill's account and pay their payroll and other expenses.

27 27. Defendants instead intentionally misappropriated Plaintiff's funds by transferring
28 Plaintiff's funds to Defendant Phoenix's personal account and possible other accounts, without

proper authorization or explanation. Defendants have retained Plaintiff's funds in bad faith for their own purposes.

28. As a proximate result of Defendants' intentional misrepresentations, Plaintiffs have sustained damages in excess of \$43,315.03, in an amount to be determined at trial. Plaintiff's reliance on Defendants misrepresentations that they would place their funds in Defendant Burning Quill's account and that Defendant Phoenix would pay their payroll and other expenses using Plaintiff's funds was the proximate cause of Plaintiff's harm.

29. Plaintiff is informed and believes and thereon alleges that Defendants' acts as set forth herein are malicious, oppressive, despicable, and in conscious disregard of Plaintiff's rights. As such, punitive damages are warranted against Defendants in order to punish them and to make an example of their actions, in an amount to be determined at trial.

THIRD CAUSE OF ACTION
FALSE PROMISE
(Against All Defendants)

30. Plaintiff incorporates by reference the factual allegations set forth in paragraphs 1 through 29 above.

31. By entering into an agreement with Plaintiff, Defendants made promises to Plaintiff that they would keep their funds in Defendant Burning Quill's account, and use Plaintiff's funds to pay Plaintiff's payroll and expenses.

32. Plaintiff relied on this promise made by Defendants, and agreed to have their incoming funds be deposited into Defendant Burning Quill's account until they created their own business account, and have Defendants pay their payroll and expenses using their funds.

33. Defendants did not intend to perform their promises, as they transferred Plaintiff's funds to other unauthorized accounts, including but not limited to Defendant Phoenix's personal account. Defendants intended that Plaintiff would rely on their promise, and to wrongfully retain Plaintiff's funds for their own purposes.

34. As a proximate result of Defendants' false promises, Plaintiffs have sustained damages in excess of \$43,315.03, in an amount to be determined at trial. Plaintiff's reliance on Defendants representation that they would keep their funds in Defendant Burning Quill's account to pay their payroll and expenses was a substantial factor in causing their harm.

1 35. Plaintiff is informed and believes and thereon alleges that Defendants' acts as set forth
2 herein are malicious, oppressive, despicable, and in conscious disregard of Plaintiff's rights. As
3 such, punitive damages are warranted against Defendants in order to punish them and to make an
4 example of their actions, in an amount to be determined at trial.

5 **FOURTH CAUSE OF ACTION**
6 **BREACH OF CONTRACT**
(Against All Defendants)

7 36. Plaintiff incorporates by reference the factual allegations set forth in paragraphs 1
8 through 35 above.

9 37. Plaintiff and Defendants entered into an agreement whereby Defendants deposit and
10 keep Plaintiff's incoming funds in Defendant Burning Quill's account. Defendants agreed that
11 they would use Plaintiff's funds to pay their payroll and expenses. As a result of the agreement,
12 Defendants had access to Plaintiff's funds.

13 38. Plaintiff has performed all obligations and satisfied all responsibilities arising on their
14 behalf pursuant to their agreement with Defendants, except those waived or excused by
15 operation of law or as a result of Defendants' breaches of contract and misconduct as alleged
16 herein.

17 39. Defendants breached their contractual obligations to Plaintiff by transferring Plaintiff's
18 funds to other accounts, including but not limited to Defendant Phoenix's personal account, and
19 retaining Plaintiff's funds in bad faith for their own purpose.

20 40. As a proximate result of Defendants' actions, Plaintiffs have sustained damages in
21 excess of \$43,315.03, in an amount to be determined at trial.

22 **FIFTH CAUSE OF ACTION**
23 **BREACH OF FIDUCIARY DUTY**
(Against All Defendants)

24 41. Plaintiff incorporates by reference the factual allegations set forth in paragraphs 1
25 through 43 above.

26 42. Defendants entered into an agreement with Plaintiff and became agents for Plaintiff.
27 Defendants owed a fiduciary duty to Plaintiff to act in honesty, good faith, and candor in the
28 best interests of Plaintiff.

1 43. Defendants breached their fiduciary duty to Plaintiff by misappropriating Plaintiff's
2 funds for their own purpose, and transferring Plaintiff's funds to other accounts, such as
3 Defendant Phoenix's personal account, without authorization or proper explanation.

4 44. As a proximate result of Defendants' breach, Plaintiff has sustained damages in excess
5 of \$43,315.03, in an amount to be determined at trial.

6 45. Plaintiff is informed and believes and thereon alleges that Defendants' acts as set forth
7 herein are malicious, oppressive, despicable, and in conscious disregard of Plaintiff's rights. As
8 such, punitive damages are warranted against Defendants in order to punish them and to make an
9 example of their actions, in an amount to be determined at trial.

10 **SIXTH CAUSE OF ACTION**
11 **BREACH OF IMPLIED COVENANT OF GOOD FAITH AND FAIR DEALING**
12 **(Against All Defendants)**

13 46. Plaintiff incorporates by reference the factual allegations set forth in paragraphs 1
14 through 45 above.

15 47. Plaintiff and Defendants entered into an agreement whereby Defendants would keep
16 Plaintiff's incoming funds in Defendant Burning Quill's account, and use Plaintiff's funds to pay
17 their payroll and expenses. As a result of the agreement, Defendants had access to Plaintiff's
18 accounts and funds.

19 48. Plaintiff has performed all obligations and satisfied all responsibilities arising on their
20 behalf pursuant to their agreement with Defendants, except those waived or excused by
21 operation of law or as a result of Defendants' breaches of contract and misconduct as alleged
22 herein.

23 49. By misappropriating Plaintiff's funds for their own purpose, Defendants acted to deprive
24 Plaintiff of the benefits of the agreement they entered into and thereby breached the implied
25 covenant of good faith and fair dealing.

26 50. As a direct and proximate result of Defendants' breach, Plaintiff has sustained damages
27 in excess of \$43,315.03, in an amount to be determined at trial.

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SEVENTH CAUSE OF ACTION
UNFAIR BUSINESS PRACTICES
(Against All Defendants)

51. Plaintiff incorporates by reference the factual allegations set forth in paragraphs 1 through 50 above.

52. Business and Professions Code, §17200 states, in pertinent part: "...unfair competition shall mean and include any unlawful unfair or fraudulent business act or practice and unfair, deceptive, untrue or misleading advertising and any act prohibited by Chapter 1 (commencing with § 17500) of Part 3 of Division 7 of the Business and Professions Code."

53. Defendants engaged in "unfair" business practices because its conduct against Plaintiff was immoral, unethical, oppressive, unscrupulous, and substantially damaging to Plaintiff. Specifically, Defendants entered into a contract with Plaintiff to hold their funds in Defendant Burning Quill's account. Defendants also represented to Plaintiff that they would use Plaintiff's funds to pay their payroll and expenses. However, Defendants misappropriated Plaintiff's funds by transferring Plaintiff's funds to other accounts, including but not limited to, Defendant Phoenix's personal account.

54. Defendants engaged in "fraudulent" business practices because they represented to Plaintiff that they would keep Plaintiff's funds in Defendant Burning Quill's business account, and use their funds to pay their payroll and expenses. However, they were actually transferring Plaintiff's funds to other accounts, and retaining the fun in bad faith for their own use.

55. As a direct and proximate result of Defendants' breach, Plaintiff has sustained damages in excess of \$43,315.03, in an amount to be proved at trial.

56. Plaintiff is informed and believes and thereon alleges that Defendants' acts as set forth herein are malicious, oppressive, despicable, and in conscious disregard of Plaintiff's rights. As such, punitive damages are warranted against Defendants in order to punish them and to make an example of their actions, in an amount to be determined at trial.

EIGHTH CAUSE OF ACTION
UNJUST ENRICHMENT
(Against All Defendants)

57. Plaintiff incorporates by reference the factual allegations set forth in paragraphs 1

1 through 56 above.

2 58. Plaintiff and Defendants entered into an agreement whereby Defendants would hold
3 Plaintiff's funds in Defendant Burning Quill's business account, until Plaintiff created their own
4 business account. Further, Defendants agreed to pay Plaintiff's payroll and expenses using
5 Plaintiff's funds. As a result of the agreement, Defendants had access to Plaintiff's funds.

6 59. Defendants breached their contractual obligations to Plaintiff by transferring Plaintiff's
7 funds to other accounts, including but not limited to, Defendant Phoenix's personal account, and
8 retaining the funds for their own purpose.

9 60. As a result of the breaches and wrongful acts of the Defendants, Defendants have been
10 unjustly enriched at the expense of Plaintiff. Defendants have derived and continue to derive a
11 benefit from failing to perform their contractual obligations.

12 61. Defendants are under an obligation to pay Plaintiff forthwith all amounts by which they
13 have been unjustly enriched, which is a sum in excess of \$43,315.03 , to be determined at trial.

14 **NINTH CAUSE OF ACTION**
15 **VIOLATION OF PENAL CODE 496(a)**
16 (Against All Defendants)

17 62. Plaintiff incorporates by reference the factual allegations in Paragraphs 1 through 64.

18 63. Pursuant to Penal Code 496(a) "every person who buys or receives any property that has
19 been stolen or that has been obtained in any manner constituting theft or extortion...shall be
20 punished by imprisonment in a county jail for not more than one year, or imprisonment pursuant
21 to subdivision (h) of Section 1170." Penal Code 496(a) goes on to say "a principal in the actual
22 theft of the property may be convicted pursuant to this section."

23 64. Penal Code Section 484(a) describes acts of theft applicable in this case as "every person
24 who shall feloniously steal, take, carry, lead, or drive away the personal property of another, or
25 who shall fraudulently appropriate property which has been entrusted to him or her, or who shall
26 knowingly and designedly, by any false or fraudulent representation or pretense, defraud any
27 other person of money, labor or real or personal property...is guilty of theft."

28 65. Defendants are the principal in the actual theft by misappropriating Plaintiff's funds for
their own purpose, when they had a contractual obligation to keep Plaintiff's funds in Defendant

1 Burning Quill's account and use Plaintiff's funds to pay Plaintiff's payroll and expenses.

2 66. Pursuant to Penal Code Section 496(c) "any person who has been injured by a violation
3 of subdivision (a)...may bring an action for three times the amount of actual damages, if any,
4 sustained by plaintiff, costs of suit, and reasonable attorney's fee."

5 67. Defendants' acts of theft constitute a violation of Penal Code Section 496(a). Section
6 496(c) requires that Plaintiff be injured by a violation of subdivision (a), and Plaintiff has been
7 injured financially.

8 68. As a proximate result of Defendants' violation of Penal Code Section 496(a), Plaintiff has
9 suffered damages in excess of \$43,315.03. Additionally, as a result of these acts, Plaintiff was
10 forced to bring this action and incur costs. Pursuant to Penal Code Section 496(c), Plaintiff seeks
11 three times the amount of actual damages and costs, all in an amount to be determined at trial.

12 **PRAYER FOR RELIEF**

13 WHEREFORE, The Plaintiff prays for relief against all Defendants as follows:

- 14 1. For compensatory, special and general damages in an amount according to proof at trial;
15 2. For civil penalties, pursuant to statute, restitution, injunctive relief, and
16 3. For attorney's fees and costs of suit incurred herein as provided by law and according to
17 proof;
18 4. For interest as provided by law;
19 5. For punitive damages in amounts according to proof against all Defendants and DOEs 1-
20 10; and
21 6. For such other and further relief as the Court deems appropriate.

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23 Dated: June 13, 2021

STIMMEL, STIMMEL & ROESER, P.C.

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28 Steven R. Roeser, Esq.
Attorney for Plaintiff,
ROUTINE ANOMALY