

2024 WL 4453186 (Ariz.Super.) (Verdict and Settlement Summary)

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WEST'S JURY VERDICTS - ARIZONA REPORTS
Superior Court of Arizona, Maricopa County.

Reliable Capital LLC v. Tech Processing & Servicing Inc.

Type of Case:

Intentional Torts • Other

Contracts • Other

Synopsis: Corporation interfered with company's contract with third party, causing third party to terminate contract

Jurisdiction:

State: Arizona

County: Maricopa

Docket/File Number: CV-2021-016173

Trial Type: Jury

Verdict: Plaintiff, \$2,260,000

Range Amount: \$2,000,000 - 4,999,999

Date of Filing: October 15, 2021

Verdict/Judgment Date: August 01, 2024

Judge: John Hannah Jr.

Attorneys:

Plaintiff: Joshua T. Greer, Moyes Sellers & Hendricks, Phoenix, AZ; Nicholas J. Walter, Moyes Sellers & Hendricks, Phoenix, AZ

Defendant: Paul K. Charlton, Dentons US LLP, Phoenix, AZ; Monica R. Thompson, Dentons US LLP, Phoenix, AZ; Kristian B. Garibay, Dentons US LLP, Phoenix, AZ

Breakdown of Award:

\$2,260,000 to plaintiff for damages

Summary of Facts:

Plaintiff Reliable Capital LLC, owned by Curt Potts, said it executed a finders fee arrangement with Eagle Valley Ventures (EVV), an unincorporated arm of the Tonto Apache Tribe, in April 2019. The purpose of the arrangement allegedly was for the plaintiff to secure a relationship between EVV and defendant Tech Processing and Servicing Inc. Amy Potts, Curt's wife, reportedly was the defendant's director, president, secretary, and treasurer.

The plaintiff said that per the arrangement, if EVV entered into an agreement with the defendant, EVV was to pay it a percentage of the revenues EVV received from the agreement. The arrangement reportedly did not have a termination clause.

The plaintiff said it secured the relationship, EVV entered into an agreement with the defendant, and EVV began making payments to it per the arrangement.

Curt and Amy divorced, with the divorce being finalized in May 2020. The plaintiff said the divorce was contentious.

After the divorce, Amy reportedly told EVV that she thought Curt's deals were a scam. The plaintiff said the defendant told EVV to cut ties with the plaintiff, and Amy made recommendations as to how the Tribe could terminate the relationship with the plaintiff.

In July 2020, EVV reportedly terminated the arrangement.

The plaintiff asserted tortious interference with contract.

The defendant claimed the termination of the arrangement was an internal decision of the Tribe. It also contended the arrangement was invalid since the Tribal Council failed to ratify or approve it.

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