UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF MISSISSIPPI
NORTHERN DIVISION

STENSON TAMADDON, LLC **PLAINTIFF**

v. **CAUSE NO.** 3:26-cv-472-KHJ-MTP

DARIN D. GRANTHAM AND
JOHN DOES 1-10 AND JANE DOES 1-10 **DEFENDANTS**

VERIFIED COMPLAINT

JURY TRIAL DEMANDED

COMES NOW Plaintiff Stenson Tamaddon, LLC, (hereinafter, "Plaintiff" or "Stenson") an Arizona limited liability company, and brings its Verified Complaint against Defendant Darin D. Grantham (hereinafter, "Defendant" or "Grantham"), and alleges the following, to-wit:

PARTIES

1. Plaintiff Stenson Tamaddon, LLC is an Arizona limited liability company that is authorized to do business and does business in Arizona with its principal place of business at 200 East Van Buren Street, Suite 300, Phoenix, Arizona 85004.

2. Defendant Darin D. Grantham was, at all times relevant, a resident of Mississippi, and may be served at 2004 White Road, Florence, Mississippi 39073.

3. Defendants John Does 1-10 and Jane Does 1-10 are fictitious Defendants. The true names or capacities, whether individual, corporate, associate or otherwise, are currently unknown to Plaintiff, and therefore, Plaintiff sues said Defendants by such fictitious names and will ask leave of this Court to amend this Complaint to show their true names and capacities when the same have been ascertained.

JURISDICTION AND VENUE

4. This Court has jurisdiction over the parties and the claims alleged herein, and venue

is proper.

This Court has subject-matter jurisdiction over this action pursuant to 28 U.S.C. §1332(a) because the matter in controversy exceeds the sum or value of $75,000, exclusive of interest and costs, and is between citizens of different states

5. Stenson Tamaddon, LLC is an Arizona limited liability company that is authorized to do business and does business in Arizona with its principal place of business at 200 East Van Buren Street, Suite 300, Phoenix, Arizona 85004.

Eric Stenson, a principal of Stenson Tamaddon, LLC, is an Arizona resident whose address is 200 E. Van Buren St., 6th Floor, Phoenix, Arizona, 85004.

Ryan Louis, a principal of Stenson Tamaddon, LLC, is an Arizona resident whose address is 200 E. Van Buren St., 6th Floor, Phoenix, Arizona, 85004.

6. Defendant Darin D. Grantham is domiciled in Florence, Mississippi, within the confines of the Northern Division of the Southern District of Mississippi.

CHOICE OF LAW

7. The contracts executed by the parties provide that the parties chose that the governing law for this dispute is the law of the State of Arizona.

STATEMENT OF FACTS AND CAUSE OF ACTION

8. Plaintiff and Defendant Darin D. Grantham entered into a contract on or about June 9, 2023 involving Carlton Family Dentistry, PLLC ("Carlton Contract"). See Exhibit A.

9. Pursuant to the terms of the Carlton Contract, Plaintiff agreed to provide tax preparation services for Grantham enabling Carlton Family Dentistry, PLLC, to obtain Employee Retention Tax Credit ("ERC") funds from the United States government. In exchange for those services, Plaintiff was to be paid a professional fee (the "ERC Fee") equivalent to 12% of the ERC

funds received.

10. The United States government tendered the aggregate amount of $140,294.04 in ERC funds for the Second, Third, and Fourth quarters of 2020, and the First and Second quarters of 2021, as a direct result of the services rendered by Plaintiff.

11. Defendant Darin D. Grantham failed to fully pay the ERC Fee for the Second, Third, and Fourth quarters of 2020, and the First and Second quarters of 2021, to Plaintiff.

12. Plaintiff performed the agreed upon services.

13. Pursuant to the terms of the Carlton Contract, Plaintiff was to be paid the ERC Fee in the amount of $16,835.28 for the services performed by Plaintiff.

14. On or about March 3, 2026 and March 4, 2026, Defendant Darin D. Grantham tendered the aggregate amount of $16,835.28 as payment in full to Plaintiff for services provided by Plaintiff, but additional funds were due to Plaintiff.

15. Defendant Darin D. Grantham was required to pay the ERC Fee for the Second, Third, and Fourth quarters of 2020, and the First and Second quarters of 2021, to Plaintiff no later than June 19, 2025.

16. 10% interest per annum on $16,835.28 is $4.61 per diem.

17. Defendant Darin D. Grantham has acknowledged that Plaintiff did not accept the $16,835.28 as payment in full for the Carlton Contract.

18. The United States government tendered the aggregate amount of $48,269.14 in ERC funds for the Third quarter of 2021, as a direct result of the services rendered by Plaintiff.

19. Defendant Darin D. Grantham failed to pay the ERC Fee for the Third quarter of 2021 to Plaintiff.

20. Plaintiff performed the agreed upon services for the Third quarter of 2021.

21. Pursuant to the terms of the Carlton Contract, Plaintiff was to be paid the ERC Fee in the amount of $5,792.30 for the services performed by Plaintiff.

22. Defendant Darin D. Grantham was required to pay the ERC Fee for the Third quarter of 2021 to Plaintiff, no later than February 25, 2026.

23. 10% interest per annum on $5,792.30 is $1.58 per diem.

24. Plaintiff and Defendant Darin D. Grantham entered into a contract on or about March 23, 2023 involving Capital Dental, Inc. ("Capital Dental Contract"). See Exhibit B.

25. Pursuant to the terms of the Capital Dental Contract, Plaintiff agreed to provide tax preparation services for Grantham enabling Capital Dental, Inc., to obtain Employee Retention Tax Credit ("ERC") funds from the United States government. In exchange for those services, Defendant Darin D. Grantham agreed to pay Plaintiff a professional fee (the "ERC Fee") equivalent to 12% of the ERC funds received.

26. The United States government tendered the aggregate amount of $163,424.99 in ERC funds for the Second quarter of 2020, and the First, Second, and Third quarters of 2021, as a direct result of the services rendered by Plaintiff.

27. Defendant Darin D. Grantham failed to pay the ERC Fee for the Second quarter of 2020, and the First, Second, and Third quarters of 2021, to Plaintiff.

28. Plaintiff performed the agreed upon services.

29. Pursuant to the terms of the Capital Dental Contract, Plaintiff was to be paid the ERC Fee in the amount of $19,611.00 for the services performed by Plaintiff.

30. Defendant Darin D. Grantham still owes Plaintiff the principal amount of $19,611.00 for services provided by Plaintiff.

31. Defendant Darin D. Grantham was required to pay the ERC Fee for the Second

quarter of 2020, and the First, Second, and Third quarters of 2021, to Plaintiff no later than August 13, 2025.

32. 10% interest per annum on $19,611.00 is $5.37 per diem.

33. Plaintiff and Defendant Darin D. Grantham entered into a contract on or about June 9, 2023 involving Commercial Cleaning Services I Corp. ("Commercial Cleaning Contract"). See Exhibit C.

34. Pursuant to the terms of the Commercial Cleaning Contract, Plaintiff agreed to provide tax preparation services for Grantham enabling Commercial Cleaning Services I Corp., to obtain Employee Retention Tax Credit ("ERC") funds from the United States government. In exchange for those services, Defendant Darin D. Grantham agreed to pay Plaintiff a professional fee (the "ERC Fee") equivalent to 12% of the ERC funds received.

35. The United States government tendered the aggregate amount of $33,879.74 in ERC funds for the Second and Fourth quarters of 2020, as a direct result of the services rendered by Plaintiff.

36. Defendant Darin D. Grantham failed to pay the ERC Fee for the Second and Fourth quarters of 2020 to Plaintiff.

37. Plaintiff performed the agreed upon services.

38. Pursuant to the terms of the Commercial Cleaning Contract, Plaintiff was to be paid the ERC Fee in the amount of $4,065.57 for the services performed by Plaintiff.

39. Defendant Darin D. Grantham still owes Plaintiff the principal amount of $4,065.57 for services provided by Plaintiff.

40. Defendant Darin D. Grantham was required to pay the ERC Fee for the Second and Fourth quarters of 2020 to Plaintiff no later than June 19, 2025.

41. 10% interest per annum on $4,065.57 is $1.11 per diem.

42. Plaintiff and Defendant Darin D. Grantham entered into a contract on or about June 9, 2023 involving Gregg Veterinary Hospital, LLC ("Gregg Contract"). See Exhibit D.

43. Pursuant to the terms of the Gregg Contract, Plaintiff agreed to provide tax preparation services for Grantham enabling Gregg Veterinary Hospital, LLC to obtain Employee Retention Tax Credit ("ERC") funds from the United States government. In exchange for those services, Defendant Darin D. Grantham agreed to pay Plaintiff a professional fee (the "ERC Fee") equivalent to 12% of the ERC funds received.

44. The United States government tendered the aggregate amount of $51,320.74 in ERC funds for the Second quarter of 2020 and the First quarter of 2021, as a direct result of the services rendered by Plaintiff.

45. Defendant Darin D. Grantham failed to pay the ERC Fee for the Second quarter of 2020 and First quarter of 2021 to Plaintiff.

46. Plaintiff performed the agreed upon services.

47. Pursuant to the terms of the Gregg Contract, Plaintiff was to be paid the ERC Fee in the amount of $6,158.49 for the services performed by Plaintiff.

48. Defendant Darin D. Grantham still owes Plaintiff the principal amount of $6,158.49 for services provided by Plaintiff.

49. Defendant Darin D. Grantham was required to pay the ERC Fee for the Second quarter of 2020 and First quarter of 2021 to Plaintiff no later than April 9, 2025.

50. 10% interest per annum on $6,158.49 is $1.68 per diem.

51. Plaintiff and Defendant Darin D. Grantham entered into a contract on or about June 9, 2023 involving J. Kevin Ingram Medical, Inc. ("Ingram Contract"). See Exhibit E.

52. Pursuant to the terms of the Ingram Contract, Plaintiff agreed to provide tax preparation services for Grantham enabling J. Kevin Ingram Medical, Inc., to obtain Employee Retention Tax Credit ("ERC") funds from the United States government. In exchange for those services, Defendant Darin D. Grantham agreed to pay Plaintiff a professional fee (the "ERC Fee") equivalent to 12% of the ERC funds received.

53. The United States government tendered the aggregate amount of $61,678.92 in ERC funds for the Second and Fourth quarters of 2020, and Second quarter of 2021, as a direct result of the services rendered by Plaintiff.

54. Defendant Darin D. Grantham failed to pay the ERC Fee for the Second and Fourth quarters of 2020, and the Second quarter of 2021, to Plaintiff.

55. Plaintiff performed the agreed upon services.

56. Pursuant to the terms of the Ingram Contract, Plaintiff was to be paid the ERC Fee in the amount of $7,401.47 for the services performed by Plaintiff.

57. Defendant Darin D. Grantham still owes Plaintiff the principal amount of $7,401.47 for services provided by Plaintiff.

58. Defendant Darin D. Grantham was required to pay the ERC Fee for the Second and Fourth quarters of 2020, and the Second quarter of 2021, to Plaintiff no later than April 4, 2025.

59. 10% interest per annum on $7,401.47 is $2.02 per diem.

60. Plaintiff and Defendant Darin D. Grantham entered into a contract on or about July 10, 2023 involving JAFCO, Inc. ("JAFCO Contract"). See Exhibit F.

61. Pursuant to the terms of the JAFCO Contract, Plaintiff agreed to provide tax preparation services for Grantham enabling JAFCO, Inc., to obtain Employee Retention Tax Credit ("ERC") funds from the United States government. In exchange for those services, Defendant

Darin D. Grantham agreed to pay Plaintiff a professional fee (the "ERC Fee") equivalent to 12% of the ERC funds received.

62. The United States government tendered the aggregate amount of $357,319.87 in ERC funds for the Second, Third, and Fourth quarters of 2020, and the First, Second, and Third quarters of 2021, as a direct result of the services rendered by Plaintiff.

63. Defendant Darin D. Grantham failed to pay the ERC Fee for the Second, Third, and Fourth quarters of 2020, and the First, Second, and Third quarters of 2021, to Plaintiff.

64. Plaintiff performed the agreed upon services.

65. Pursuant to the terms of the JAFCO Contract, Plaintiff was to be paid the ERC Fee in the amount of $42,878.38 for the services performed by Plaintiff.

66. Defendant Darin D. Grantham still owes Plaintiff the principal amount of $42,878.38 for services provided by Plaintiff.

67. Defendant Darin D. Grantham was required to pay the ERC Fee for the Second, Third, and Fourth quarters of 2020, and the First, Second, and Third quarters of 2021, to Plaintiff no later than June 19, 2025.

68. 10% interest per annum on $42,878.38 is $11.74 per diem.

69. Plaintiff and Defendant Darin D. Grantham entered into a contract on or about June 9, 2023 involving Miss-Lou Health, LLC ("Miss-Lou Contract"). See Exhibit G.

70. Pursuant to the terms of the Miss-Lou Contract, Plaintiff agreed to provide tax preparation services for Grantham enabling Miss-Lou Health, LLC, to obtain Employee Retention Tax Credit ("ERC") funds from the United States government. In exchange for those services, Defendant Darin D. Grantham agreed to pay Plaintiff a professional fee (the "ERC Fee") equivalent to 12% of the ERC funds received.

71. The United States government tendered the aggregate amount of $95,477.41 in ERC funds for the Third quarter of 2020, and the Second and Third quarters of 2021, as a direct result of the services rendered by Plaintiff.

72. Defendant Darin D. Grantham failed to pay the ERC Fee for the Third quarter of 2020, and the Second and Third quarters of 2021 to Plaintiff.

73. Plaintiff performed the agreed upon services.

74. Pursuant to the terms of the Miss-Lou Contract, Plaintiff was to be paid the ERC Fee in the amount of $11,457.28 for the services performed by Plaintiff.

75. Defendant Darin D. Grantham still owes Plaintiff the principal amount of $11,457.28 for services provided by Plaintiff.

76. Defendant Darin D. Grantham was required to pay the ERC Fee for the Third quarter of 2020, and the Second and Third quarters of 2021, to Plaintiff no later than April 25, 2025.

77. 10% interest per annum on $11,457.28 is $3.13 per diem.

78. Plaintiff and Defendant Darin D. Grantham entered into a contract on or about June 9, 2023 involving, upon information and belief, Mississippi Periodontic Specialists, LLC. In such contract, it states: “CLIENT NAME: Mississippi Periodontic Specialists”. Such contract is referred to as “Periodontic Contract”. See Exhibit H.

79. Plaintiff and Defendant Darin D. Grantham entered into a contract on or about June 9, 2023 involving, upon information and belief, Mississippi Periodontic Specialists, PLLC. In such contract, it states: “CLIENT NAME: Mississippi Periodontic Specialists”. Such contract is referred to as “Periodontic Contract”. See Exhibit H.

80. Plaintiff and Defendant Darin D. Grantham entered into a contract on or about June

9, 2023 involving, upon information and belief, Mississippi Periodontic Specialists Group, PLLC. In such contract, it states: "CLIENT NAME: Mississippi Periodontic Specialists". Such contract is referred to as "Periodontic Contract". See Exhibit H.

81. Plaintiff and Defendant Darin D. Grantham entered into a contract on or about June 9, 2023 involving, upon information and belief, Lester Periodontics & Implants, PLLC. In such contract, it states: "CLIENT NAME: Mississippi Periodontic Specialists". Such contract is referred to as "Periodontic Contract". See Exhibit H.

82. Pursuant to the terms of the Periodontic Contract, Plaintiff agreed to provide tax preparation services for Grantham enabling Mississippi Periodontic Specialists, LLC, to obtain Employee Retention Tax Credit ("ERC") funds from the United States government. In exchange for those services, Defendant Darin D. Grantham agreed to pay Plaintiff a professional fee (the "ERC Fee") equivalent to 12% of the ERC funds received.

83. Pursuant to the terms of the Periodontic Contract, Plaintiff agreed to provide tax preparation services for Grantham enabling Mississippi Periodontic Specialists, PLLC, to obtain Employee Retention Tax Credit ("ERC") funds from the United States government. In exchange for those services, Defendant Darin D. Grantham agreed to pay Plaintiff a professional fee (the "ERC Fee") equivalent to 12% of the ERC funds received.

84. Pursuant to the terms of the Periodontic Contract, Plaintiff agreed to provide tax preparation services for Grantham enabling Mississippi Periodontic Specialists Group, PLLC, to obtain Employee Retention Tax Credit ("ERC") funds from the United States government. In exchange for those services, Defendant Darin D. Grantham agreed to pay Plaintiff a professional fee (the "ERC Fee") equivalent to 12% of the ERC funds received.

85. Pursuant to the terms of the Periodontic Contract, Plaintiff agreed to provide tax

preparation services for Grantham enabling Lester Periodontics & Implants, PLLC, to obtain Employee Retention Tax Credit ("ERC") funds from the United States government. In exchange for those services, Defendant Darin D. Grantham agreed to pay Plaintiff a professional fee (the "ERC Fee") equivalent to 12% of the ERC funds received.

86. The United States government tendered the aggregate amount of $87,716.82 in ERC funds for the Third and Fourth quarters of 2020, and the Third quarter of 2021, as a direct result of the services rendered by Plaintiff.

87. Defendant Darin D. Grantham failed to pay the ERC Fee for the Third and Fourth quarters of 2020, and the Third quarter of 2021, to Plaintiff.

88. Plaintiff performed the agreed upon services.

89. Pursuant to the terms of the Periodontic Contract, Plaintiff was to be paid the ERC Fee in the amount of $10,526.02 for the services performed by Plaintiff.

90. Defendant Darin D. Grantham still owes Plaintiff the principal amount of $10,526.02 for services provided by Plaintiff.

91. Defendant Darin D. Grantham was required to pay the ERC Fee for the Third and Fourth quarters of 2020, and the Third quarter of 2021, to Plaintiff no later than June 19, 2025.

92. 10% interest per annum on $10,526.02 is $2.88 per diem.

93. Plaintiff and Defendant Darin D. Grantham entered into a contract on or about July 7, 2023 involving Michael Monroe DMD, PLLC dba Monroe Family Dentistry ("Monroe Contract"). See Exhibit I.

94. Pursuant to the terms of the Monroe Contract, Plaintiff agreed to provide tax preparation services for Grantham enabling Michael Monroe DMD, PLLC dba Monroe Family Dentistry, to obtain Employee Retention Tax Credit ("ERC") funds from the United States

government. In exchange for those services, Defendant Darin D. Grantham agreed to pay Plaintiff a professional fee (the "ERC Fee") equivalent to 12% of the ERC funds received.

95. The United States government tendered the aggregate amount of $78,817.72 in ERC funds for the Fourth quarter of 2020, and the Second quarter of 2021, as a direct result of the services rendered by Plaintiff.

96. Defendant Darin D. Grantham failed to pay the ERC Fee for the Fourth quarter of 2020, and the Second quarter of 2021, to Plaintiff.

97. Plaintiff performed the agreed upon services.

98. Pursuant to the terms of the Monroe Contract, Plaintiff was to be paid the ERC Fee in the amount of $9,458.12 for the services performed by Plaintiff.

99. Defendant Darin D. Grantham still owes Plaintiff the principal amount of $9,458.12 for services provided by Plaintiff.

100. Defendant Darin D. Grantham was required to pay the ERC Fee for the Fourth quarter of 2020, and the Second quarter of 2021, to Plaintiff no later than December 1, 2024.

101. 10% interest per annum on $9,458.12 is $2.59 per diem.

102. Plaintiff and Defendant Darin D. Grantham entered into a contract on or about June 9, 2023 involving RL Blanton Construction, Inc. ("RL Blanton Contract"). See Exhibit J.

103. Pursuant to the terms of the RL Blanton Contract, Plaintiff agreed to provide tax preparation services for Grantham enabling RL Blanton Construction, Inc., to obtain Employee Retention Tax Credit ("ERC") funds from the United States government. In exchange for those services, Defendant Darin D. Grantham agreed to pay Plaintiff a professional fee (the "ERC Fee") equivalent to 12% of the ERC funds received.

104. The United States government tendered the aggregate amount of $85,066.59 in

ERC funds for the Second quarter of 2020, and the First and Second quarters of 2021, as a direct result of the services rendered by Plaintiff.

105. Defendant Darin D. Grantham failed to pay the ERC Fee for the Second quarter of 2020, and the First and Second quarters of 2021, to Plaintiff.

106. Plaintiff performed the agreed upon services.

107. Pursuant to the terms of the RL Blanton Contract, Plaintiff was to be paid the ERC Fee in the amount of $10,207.99 for the services performed by Plaintiff.

108. Defendant Darin D. Grantham still owes Plaintiff the principal amount of $10,207.99 for services provided by Plaintiff.

109. Defendant Darin D. Grantham was required to pay the ERC Fee for the Second quarter of 2020 and the First and Second quarters of 2021, to Plaintiff no later than June 19, 2025.

110. 10% interest per annum on $10,207.99 is $2.79 per diem.

111. Plaintiff and Defendant Darin D. Grantham entered into a contract on or about May 1, 2023 involving Sivad, Inc. (“Sivad Contract”). See Exhibit K.

112. Pursuant to the terms of the Sivad Contract, Plaintiff agreed to provide tax preparation services for Grantham enabling Sivad, Inc., to obtain Employee Retention Tax Credit (“ERC”) funds from the United States government. In exchange for those services, Defendant Darin D. Grantham agreed to pay Plaintiff a professional fee (the “ERC Fee”) equivalent to 12% of the ERC funds received.

113. The United States government tendered the aggregate amount of $72,228.06 in ERC funds for the Second, Third, and Fourth quarters of 2020, and the First quarter of 2021, as a direct result of the services rendered by Plaintiff.

114. Defendant Darin D. Grantham failed to pay the ERC Fee for the Second, Third, and

Fourth quarters of 2020, and the First quarter of 2021, to Plaintiff.

115. Plaintiff performed the agreed upon services.

116. Pursuant to the terms of the Sivad Contract, Plaintiff was to be paid the ERC Fee in the amount of $8,667.36 for the services performed by Plaintiff.

117. Defendant Darin D. Grantham still owes Plaintiff the principal amount of $8,667.36 for services provided by Plaintiff.

118. Defendant Darin D. Grantham was required to pay the ERC Fee for the Second, Third, and Fourth quarters of 2020, and the First quarter of 2021, to Plaintiff no later than April 10, 2025.

119. 10% interest per annum on $8,667.36 is $2.37 per diem.

120. Plaintiff is entitled to an award of attorney's fees and costs incurred in bringing this action under the contracts, plus A.R.S. Sections 12-341 and 12-341.01, and furthermore, the contracts provide for interest to be charged at the rate of 10% per annum.

FIRST CLAIM FOR RELIEF

BREACH OF CONTRACT

121. The allegations set forth above are incorporated by this reference as if fully rewritten herein.

122. Plaintiff and Defendant Darin D. Grantham entered into valid and binding contracts for services.

123. By the actions and omissions set forth above, Defendant Darin D. Grantham has committed material breaches of the Carlton Contract, Capital Dental Contract, Commercial Cleaning Contract, Gregg Contract, Ingram Contract, JAFCO Contract, Miss-Lou Contract, Periodontic Contract, Monroe Contract, RL Blanton Contract, and Sivad Contract.

124. Plaintiff fully performed all the obligations and promises on its part under the Carlton Contract, Capital Dental Contract, Commercial Cleaning Contract, Gregg Contract, Ingram Contract, JAFCO Contract, Miss-Lou Contract, Periodontic Contract, Monroe Contract, RL Blanton Contract, and Sivad Contract that it was required to perform.

125. Defendant Darin D. Grantham has failed to pay in full his obligation with respect to the Carlton Contract in the principal amount of $5,792.30.

126. Defendant Darin D. Grantham has failed to pay his obligation in the principal amount of $19,611.00 with respect to the Capital Dental Contract.

127. Defendant Darin D. Grantham has failed to pay his obligation in the principal amount of $4,065.57 with respect to the Commercial Cleaning Contract.

128. Defendant Darin D. Grantham has failed to pay his obligation in the principal amount of $6,158.49 with respect to the Gregg Contract.

129. Defendant Darin D. Grantham has failed to pay his obligation in the principal amount of $7,401.47 with respect to the Ingram Contract.

130. Defendant Darin D. Grantham has failed to pay his obligation in the principal amount of $42,878.38 with respect to the JAFCO Contract.

131. Defendant Darin D. Grantham has failed to pay his obligation in the principal amount of $11,457.28 with respect to the Miss-Lou Contract.

132. Defendant Darin D. Grantham has failed to pay his obligation in the principal amount of $10,526.02 with respect to the Periodontic Contract.

133. Defendant Darin D. Grantham has failed to pay his obligation in the principal amount of $9,458.12 with respect to the Monroe Contract.

134. Defendant Darin D. Grantham has failed to pay his obligation in the principal

amount of $10,207.99 with respect to the RL Blanton Contract.

135. Defendant Darin D. Grantham has failed to pay his obligation in the principal amount of $8,667.36 with respect to the Sivad Contract.

136. As a direct and proximate result of Defendant Darin D. Grantham's breach of the above-referenced contracts, Plaintiff has been damaged in an amount to be determined at trial, which is not less than $136,223.98 in principle, plus accrued and accruing interest.

SECOND CLAIM FOR RELIEF

UNJUST ENRICHMENT

137. The allegations set forth above are incorporated by this reference as if fully rewritten herein.

138. Defendant Darin D. Grantham is alternatively liable under a theory of unjust enrichment.

139. In Arizona, to establish a claim for unjust enrichment, a party must show: (1) an enrichment; (2) an impoverishment; (3) a connection between the enrichment and the impoverishment; (4) the absence of justification for the enrichment and the impoverishment; and (5) the absence of a legal remedy.

140. Restitution is an available remedy in an unjust enrichment claim.

141. Defendant Darin D. Grantham enriched himself with Plaintiff's money.

142. Defendant Darin D. Grantham's actions directly caused an impoverishment to Plaintiff.

143. There is no justification for Defendant Darin D. Grantham's actions.

144. There is no legal remedy to rectify Defendant Darin D. Grantham's wrongful actions.

145. If there is no privity of contract between the parties, Plaintiff is entitled to relief from Defendant based upon principles of unjust enrichment.

146. Defendant is believed to be in possession of money earned by Plaintiff by performing work that Defendant directed Plaintiff to perform.

147. Said funds belong to Plaintiff in justice, equity, and good conscience, and it is unjust for Defendant to retain said funds.

148. Plaintiff is entitled to the money which it earned.

149. Plaintiff is entitled to receive at least $136,223.98 in compensation or restitution from Defendant Darin D. Grantham.

150. Defendant Darin D. Grantham acted in a wanton or reckless matter, or showed spite or ill will. Accordingly, punitive damages are appropriate.

THIRD CLAIM FOR RELIEF

CONVERSION

151. The allegations set forth above are incorporated by this reference as if fully rewritten herein.

152. Arizona has adopted the following definition of conversion, which is in the Restatement (Second) of Torts § 222A(1) (1965): "Conversion is an intentional exercise of dominion or control over a chattel which so seriously interferes with the right of another to control it that the actor may justly be required to pay the other the full value of the chattel."

153. Money can be the subject of a conversion provided that it can be described, identified or segregated, and an obligation to treat it in a specific manner is established.

154. Plaintiff is entitled to an award of punitive damages as the conduct of Defendant is wanton, reckless or shows spite or ill will.

155. Defendant Darin D. Grantham exercised unauthorized and unlawful dominion or control over monies owed to Plaintiff.

156. Defendant Darin D. Grantham's exercise of unauthorized and unlawful dominion and control over monies owed to Plaintiff constitutes conversion of property belonging to Plaintiff.

157. Defendant's actions and withholding of the funds from Plaintiff substantially interfered with Plaintiff's rights and was performed with intent to exercise and maintain control over the funds in a manner inconsistent with Plaintiff's rights.

158. Defendant Darin D. Grantham has asserted dominion or control over, at least $136,223.98 of Plaintiff's funds.

159. As a result of Defendant Darin D. Grantham's conversion of Plaintiff's property, Plaintiff has suffered actual losses of: (1) funds belonging to Plaintiff; (2) losses resulting from delay in the discovery of unlawful acts of Defendant Darin D. Grantham that would have been revealed much earlier, but for Defendant Darin D. Grantham's role in conversion of funds that helped conceal and prevent discovery of such acts; and (3) such subsequent interest and income as Plaintiff would have earned, but for the loss of funds proximately resulting from Defendant Darin D. Grantham's conversion of monies belonging to Plaintiff.

160. Defendant Darin D. Grantham had an obligation not to appropriate those funds for his own use.

161. In knowingly converting Plaintiff's funds by his exercise of unauthorized dominion or control over funds to which Plaintiff had the right to immediate possession, Defendant Darin D. Grantham acted in a wanton or reckless manner, or showed spite or ill will. Accordingly, punitive damages are appropriate.

FOURTH CLAIM FOR RELIEF

BREACH OF THE IMPLIED WARRANTY OF AUTHORITY

162. The allegations set forth above are incorporated by this reference as if fully rewritten herein.

163. Defendant Darin D. Grantham is alternatively liable under a theory of breach of implied warranty of authority should the Court find that Defendant is not a party to the contracts.

164. Defendant represented to Plaintiff that he possessed the authority to bind the principals to the agreement.

165. Plaintiff reasonably relied on this representation and executed the contract.

166. The evidence may show that Defendant completely lacked the authority to bind the principals.

167. The principals have not paid Plaintiff the amounts owed under the agreements.

168. As a direct and proximate result of Defendant Darin D. Grantham's breach of the implied warranty of authority, Plaintiff has been damaged in an amount to be determined at trial, which is not less than $136,223.98 in principle, plus accrued and accruing interest.

WHEREFORE, premises considered, Plaintiff requests Judgment against Defendant Darin D. Grantham as follows:

A. For damages in amounts to be proven at trial, but not less than the principle amount of $136,223.98;

B. For interest on the above amounts at the contract rate of ten percent per annum from the dates due, until paid in full;

C. Awarding Plaintiff punitive damages for the conduct of Defendant Darin D. Grantham;

D. For its costs of Court and accruing costs incurred herein;

E. For its reasonable attorneys' fees in an amount to be determined by the Court;

F. For statutory or contractual interest on the costs and attorneys' fees from the date of Judgment until paid in full; and

G. For such other and further relief as the Court may deem just and proper under the circumstances.

Respectfully submitted this 29th day of JUNE, 2026.

STENSON TAMADDON, LLC
Plaintiff

R. SCOTT WELLS, MS BAR 9456
RUSHING & GUICE, P.L.L.C.
1000 GOVERNMENT ST., SUITE E
OCEAN SPRINGS, MS 39564
228-374-2313
swells@rushingguice.com

Attorney for Plaintiff Stenson Tamaddon, LLC

VERIFICATION

I, Brittany Perez, declare as follows:

1. I am a Director of Client Success for Stenson Tamaddon, LLC, Plaintiff in this cause.

2. I have read the foregoing Verified Complaint and the contents thereof, and according to my information and belief, all of the facts contained therein are true and correct.

3. The source of my information and grounds for my belief as to matters therein stated are based upon my personal knowledge and upon the records of Stenson Tamaddon, LLC.

I declare under penalty of perjury under the laws of the United States of America that the foregoing is true and correct.

Executed on this the 29 day of June, 2026.

Brittany Perez
Witness Printed Name

Witness Signature

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