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11 Attorneys for Plaintiff

MICHAEL K. JEANES
Clerk of the Superior Court

By Rebecca Mallard, Deputy

Date 02/27/2018 Time 15:59:17

Description Amount

CASE# CV2018-003113

CIVIL NEW COMPLAINT 322.00

TOTAL AMOUNT 322.00

Receipt# 26432806

12 IN THE SUPERIOR COURT OF THE STATE OF ARIZONA

13 IN AND FOR THE COUNTY OF MARICOPA

14 KELLY MCCOY, PLC, an Arizona
15 professional limited liability company,

16 Plaintiff,

17 v.

18 VANESSA SELMAN,

19 Defendant.

No. CV 2018-003113

COMPLAINT

20 Plaintiff Kelly McCoy, PLC, an Arizona professional limited liability company (the
21 "Firm"), for its complaint against the defendant alleges as follows:

22 **PARTIES AND JURISDICTION**

23 1. At all times material hereto, the Firm was an Arizona professional limited
24 liability company, authorized to conduct business in Arizona, with its principal place of
25 business in Maricopa County, Arizona, operated as a law firm, and provided professional
26 legal services to defendant.

27 2. At all times material hereto, the defendant Vanessa Selman ("Selman") was
28 a resident of Maricopa County, Arizona, and has caused events to occur in Maricopa
County, Arizona out of which the Firm's claims arise.

3. Jurisdiction and venue are proper in this court.

1 **BREACH OF CONTRACT**

2 4. On or about November 24, 2014, Selman retained the Firm to represent her
3 in a family court matter filed in the Arizona Superior Court in and for Maricopa County,
4 entitled *David Bennett Selman v. Vanessa Denise Selman*, case no. FC2014-094379 (the
5 "Litigation").

6 5. The Firm performed legal services on behalf of Selman in the Litigation.

7 6. Despite performing said legal services, Selman has failed and refused to pay
8 all amounts due and owing for services rendered.

9 7. Selman's failure to pay for legal services rendered in connection with the
10 Litigation has resulted in a material breach of the engagement agreement between Selman
11 and the Firm.

12 8. As a result of Selman's breach of the engagement agreement, the Firm has
13 incurred damages.

14 9. After applying all payments, offsets and credits, the outstanding amount due
15 and owing the Firm by Selman in connection with the Litigation is no less than
16 \$13,373.33, exclusive of interest.

17 10. The engagement agreement provides that interest accrues on any unpaid
18 balance due and owing at the rate of 15% per annum.

19 11. The date of Selman's last payment on account was May 12, 2017.

20 **QUANTUM MERUIT**

21 12. The Firm incorporates by reference each and every allegation as set forth in
22 above as if fully restated herein, and further alleges:

23 13. Selman has received the benefit of the legal services provided to her by the
24 Firm and has failed to reimburse the Firm for the value of such services.

25 14. Retention by Selman of the legal services provided to her in connection with
26 the Litigation, without paying therefor, would result in an unjust enrichment.

27 15. Selman is liable in *quantum meruit* to the Firm for an amount not less
28 \$13,373.33, together with interest thereon at the highest legal rate.

