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**IN THE SEVENTH JUDICIAL DISTRICT COURT**  
**IN AND FOR CARBON COUNTY, STATE OF UTAH**

POTTER MANAGEMENT AND  
SERVICES, INC., a Utah corporation, doing  
business as RE/MAX BRIDGE REALTY,

Plaintiff,

vs.

KATIE CHILDS,

Defendant.

**COMPLAINT**

**(Discovery Tier 2)**

Case No.  
Judge:

Plaintiff, Potter Management and Services, Inc., dba Re/Max Bridge Realty, through counsel, hereby complains against the above-named Defendant, Katie Childs, as follows.

**PARTIES, JURISDICTION, AND VENUE**

1. Potter Management and Services, Inc., dba Re/Max Bridge Realty (“***Re/Max***”) is a Utah corporation with its principal place of business located in Carbon County, Utah.

2. Defendant, Katie Childs (“**Childs**”) is an individual who resides in Carbon County, Utah.

3. The events described herein occurred in Carbon County, Utah.

4. This Court has subject matter jurisdiction over this action pursuant to Utah Code section 78A-5-102, among other authorities.

5. This Court has personal jurisdiction over Childs because she is a resident of Utah and committed the torts and breaches described below within Utah.

6. Venue properly lies in this Court pursuant to Utah Code § 78B-3-307, among other authorities.

7. This case falls within Tier 2 of Rule 26(c)(3) of the Utah Rules of Civil Procedure.

### **GENERAL ALLEGATIONS**

8. Re/Max is a Utah-based company that is engaged in the purchase and sale of real property, and property management, primarily in Carbon County, Utah, under the real estate broker’s license of James Potter aka Jae Potter (“**Potter**”).

9. Carla Saccomano (“**Saccomano**”) is a licensed real estate agent and independent contractor who is affiliated with Re/Max and works in Carbon County, Utah.

10. Childs worked as an assistant of Saccomano who was responsible for, among other things, reviewing applications, performing background checks, and filling out lease agreements and conducting walk-through inspections.

11. At no time was Childs authorized to collect deposits or rents from any tenants.

12. In or around 2023 and/or 2024, Childs orchestrated and carried out a calculated scheme of fraud and embezzlement by which she concealed the existence of lease agreements, instructed tenants to make payments directly to her via cash, Venmo and/or Cash App, and retained those funds for her own use.

13. Childs knew that all tenant payments were to be made through the front office of Re/Max, and that no payments were to be made directly to Childs.

14. Childs knew that any lease agreements were to be immediately posted in the Re/Max system, but she withheld or delayed posting lease agreements in the Re/Max system in order to conceal the existence of tenants and tenant payments and keep the funds for herself.

15. Childs created a falsified version of Re/Max receipts, with the Re/Max logo, and issued those unauthorized receipts to tenants.

16. Childs (who could access records regarding tenant payments in the Re/Max system) repeatedly lied and told Saccomano certain tenants did not make rent and other payments when those tenants had actually made the required payments to Childs.

17. Childs' fraud came to light when, among other things, tenants who Childs claimed did not make rent and other payments provided Saccomano with written receipts confirming that the payments were made directly to Childs.

18. When Saccomano confronted Childs about the missing funds, Childs initially made excuses and claimed she did not “pocket” any money. However, she was unable to show where the missing funds went.

19. Childs, without fully “coming clean” on the details of her fraud, eventually acknowledged that she had received and retained funds from tenants without the knowledge or approval of Saccomano and/or Re/Max.

### **FIRST CLAIM FOR RELIEF**

#### **(Fraud)**

20. Re/Max repeats the allegations in the preceding paragraphs as though fully set forth herein.

21. In or around 2023 and/or 2024, Childs orchestrated and carried out a calculated scheme of fraud and embezzlement by which she concealed the existence of lease agreements, instructed tenants to make payments directly to her via cash, Venmo and/or Cash App, and retained those funds for her own use.

22. Childs knew that any lease agreements were to be immediately posted in the Re/Max system, but she withheld or delayed posting lease agreements in the Re/Max system in order to conceal the existence of tenants and tenant payments and keep the funds for herself.

23. Childs created falsified and unauthorized receipts with the Re/Max logo to effectuate her fraud.

24. Childs knowingly and willfully lied and told Saccomano that certain tenants had not made rent or other payments when in reality those payments had been made and stolen by Childs.

25. Landlords would ask Childs if she could help with repairs on their homes/units. Childs would instruct the landlords to send payment for the work directly to Childs so that she could hire vendors to get the work done. Childs would then either: (1) keep the money for herself without having the work performed; or (2) have vendors perform the work and invoice Childs, who then concealed the invoices from Re/Max while withholding payment from the vendors.

26. Saccomano took Childs at her word and relied on Childs' false representations.

27. Re/Max also relied to its detriment on Childs' lies.

28. By the time Childs' lies came to light, Re/Max was able to identify over \$130,000.00 in stolen rents and other payments from tenants and landlords, and debts owed to unpaid vendors.

29. Re/Max obtained loans from its principal, Jae Potter, to pay the stolen amounts to landlord clients, to refund money to tenants, and to pay vendors to make them whole.

30. Jae Potter obtained a personal home equity loan in order to loan money to Re/Max so that Re/Max could pay its landlord clients.

31. Re/Max owes Jae Potter for the money he loaned to Re/Max.

32. Re/Max has suffered additional damages that may not be fully known at this time.

33. As a direct and proximate cause of Childs' fraud, Re/Max has suffered damages in an amount to be proven at trial but believed to be in excess of \$200,000.00.

## **SECOND CLAIM FOR RELIEF**

### **(Intentional Interference with Economic Relations)**

34. Re/Max repeats the allegations in the preceding paragraphs as though fully set forth herein.

35. Childs was, at all relevant times, aware of Re/Max's existing and prospective economic relations with its landlord clients and with Saccomano.

36. Childs intentionally interfered with Re/Max's economic relations by, among other things, collecting rents and other payments from tenants and willfully and fraudulently concealing the same from Saccomano and/or Re/Max.

37. Childs' interference was accomplished through improper means as explained above.

38. As a direct and proximate result of Childs' interference, Re/Max has suffered damages in an amount believed to be in excess of \$200,000.00.

39. Childs' interference was willful, malicious, and done with reckless disregard to the rights of Re/Max.

40. Re/Max is therefore entitled to judgment against Childs in an amount to be proven at trial but believed to be in excess of \$200,000.00.

### **THIRD CLAIM FOR RELIEF**

#### **(Unjust Enrichment)**

41. Re/Max repeats the allegations in the preceding paragraphs as though fully set forth herein.

42. Re/Max reasonably relied on Childs' false representations and/or omissions concerning the existence of lease agreements, the receipt of tenant payments, the receipt of landlord payments, and the payment of vendors.

43. To permit Childs to retain the money she took without fully compensating Re/Max would result in the violation of the fundamental principles of justice, equity, and good conscience.

44. Childs was fully aware of the benefits she received at Re/Max's expense.

45. Re/Max incurred a detriment because of its reasonable reliance on Childs.

46. Re/Max is therefore entitled to judgment against Childs in an amount to be proven at trial but believed to be in excess of \$200,000.00.

#### **PRAYER FOR RELIEF**

WHEREFORE, Re/Max prays for judgment against Childs as follows.

1. For general, special, compensatory, consequential, and punitive damages in an amount to be proven at trial, but not less than \$200,000.00.

2. For pre- and post-judgment interest, attorneys' fees, and costs as provided under Utah law, the exact amount to be established at trial of this matter.

3. For such other further relief as the Court deems just and equitable under the circumstances of the case.

DATED this 5<sup>th</sup> day of March, 2025.

By: /s/ Shane Clifford  
Shane Clifford  
*Attorneys for Plaintiff Re/Max Bridge Realty*