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 CLERK OF COURTS  
 IN THE COURT OF COMMON PLEAS  
 CUYAHOGA COUNTY, OHIO

VICTORY SPORTS MANAGEMENT, LTD., )  
 a Limited Liability Company )  
 5200 Key Tower, 127 Public Square )  
 Cleveland, Ohio 44114 )

Plaintiff,

vs.

LEANDRO BARBOSA )  
 c/o PHOENIX SUNS BASKETBALL TEAM )  
 201 East Jefferson Street )  
 Phoenix, AZ 85004 )

Defendant.

Complaint  
 CASE JOHN P O'DONNELL  
 CV 09 689732

JUDGE

COMPLAINT

NOW COMES Plaintiff, VICTORY SPORTS MANAGEMENT LTD. ("VICTORY"),  
 an Ohio limited liability company, by and through undersigned counsel, and for its Complaint  
 against Defendant, LEANDRO BARBOSA ("BARBOSA"), states as follows:

**COMMON ALLEGATIONS**

1. That VICTORY is an Ohio limited liability company with its principal place of business located in Cleveland, Ohio.
2. That upon information and belief, Defendant BARBOSA plays professional basketball for the Phoenix Suns of the National Basketball Association.
3. That upon information and belief, BARBOSA works and pays taxes in the City of Cleveland.

4. That upon information and belief, BARBOSA last worked in Cleveland on February 10 and 11, 2009.
5. That on June 10, 2003, BARBOSA entered into a written agreement ("Agreement")(attached hereto as *Exhibit A* in English and Portuguese) with VICTORY, appointing VICTORY as BARBOSA's exclusive representative to solicit, negotiate and manage all of his marketing, endorsement, literary/media and other business opportunities.
6. That for its work on behalf of BARBOSA, BARBOSA agreed to compensate VICTORY in the amount of twenty percent (20%) of the gross fees received by BARBOSA as a result of VICTORY'S efforts.
7. That VICTORY worked diligently and negotiated several endorsement deals for BARBOSA. These deals included trading card endorsement agreements with Fleer/Skybox International, Upper Deck Company, LLC., The Topps Company, and an endorsement deal with adidas International Marketing BV.
8. The deals secured by the efforts of VICTORY paid BARBOSA in excess of One Hundred Twenty-five Thousand Dollars (\$125,000) in the first year of the Agreement alone.
9. VICTORY invoiced BARBOSA on July 8, 2004, for monies received by BARBOSA as a result of work performed under the Agreement up to that time (said invoice is attached hereto as *Exhibit B*).
10. Soon after receiving the invoice (and refusing to pay said invoice) BARBOSA unlawfully terminated the Agreement.
11. That despite repeated demands, BARBOSA has refused to pay the monies due and owing VICTORY under the Agreement.
12. VICTORY stands ready to fulfill its obligations under the Agreement.

**COUNT I – BREACH OF CONTRACT**

13. Plaintiff realleges and incorporates by reference Paragraphs 1 through 12, inclusive, of this Complaint as if fully rewritten herein.
14. Plaintiff has performed all conditions, covenants, and promises required by it on its part to be performed in accordance with the terms and conditions of the Agreement.
15. BARBOSA's refusal to pay the monies due VICTORY is a breach of the Agreement.
16. As a direct result and consequence of Defendant BARBOSA's breach of the Agreement, VICTORY has sustained damages in an amount greater than Twenty-five Thousand Dollars (\$25,000.00), exclusive of prejudgment interest, and will continue to incur additional damages and expenses related to this action, including costs and reasonable attorney fees.

**COUNT II – UNJUST ENRICHMENT**

17. Plaintiff realleges and incorporates by reference Paragraphs 1 through 16, inclusive, of this Complaint as if fully rewritten herein.
18. That VICTORY performed certain services ("Services")(including soliciting, negotiating and managing all of his marketing, endorsement, literary/media and other business opportunities) on behalf of Defendant BARBOSA.
19. That Defendant BARBOSA promised to compensate VICTORY for said Services performed on his behalf.
20. That based on Defendant BARBOSA's promise, VICTORY performed the Services on behalf of BARBOSA.
21. That the reasonable value of the Services rendered by VICTORY to Defendant BARBOSA is in excess of Twenty-five Thousand Dollars (\$25,000.00).

22. That Defendant BARBOSA has failed to make any payment to VICTORY for the Services provided, all for which Defendant BARBOSA derived a benefit.
23. That as a result of Defendant BARBOSA's failure to make payment to VICTORY, Defendant BARBOSA has been unjustly enriched, thereby damaging VICTORY in an amount in excess of Twenty-five Thousand Dollars (\$25,000.00).
24. WHEREFORE, Plaintiff, Victory Sports Management Ltd., demands judgment as follows:
  - I. On Count I, against Defendant BARBOSA, compensatory damages in excess of Twenty-five Thousand Dollars (\$25,000.00), plus interest at the statutory rate;
  - II. On Count II, against Defendant BARBOSA, compensatory damages in excess of Twenty-five Thousand Dollars (\$25,000.00), plus interest at the statutory rate; and
  - III. Reasonable attorney fees, costs of this action, pre- and post-judgment interest and such other relief as the Court deems proper.

Respectfully submitted,



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Victory Sports Management, Ltd.,  
a Limited Liability Company