

1 Aron R. Mezo

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Plaintiff Pro Per

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IN THE ENCANTO JUSTICE COURT

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IN AND FOR THE COUNTY OF MARICOPA

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7 PROFESSIONAL EVENTS, LLC, an
Arizona Limited Liability Company,

No: CC 2008122414

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Plaintiff,

Complaint

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vs.

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11 RAY LEWIS and JANE DOE LEWIS; VIP
LIFESTYLE MANAGEMENT, LLC, an
12 Indiana Limited Liability Company;
SHARON TURNER and JOHN DOE
13 TURNER,

(Breach of Contract; Promissory Estoppel
Unjust Enrichment)

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Defendants.

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Plaintiff alleges:

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Jurisdiction, Parties, and Venue

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18 1. Plaintiff Professional Events, LLC, is an Arizona limited liability company
conducting business in Maricopa County.

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20 2. Defendants Ray and Jane Doe Lewis are husband and wife and are
nonresidents of Arizona who caused acts to occur in Maricopa County, Arizona out of
21 which plaintiff's claims arise. All actions by Ray Lewis were taken on behalf of and for
22 the benefit of the marital community.

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24 3. Defendants Sharon and John Doe Turner are husband and wife and are
nonresidents of Arizona who caused acts to occur in Maricopa County, Arizona out of

1 which plaintiff's claims arise. All actions by Sharon Turner were taken on behalf of and
2 for the benefit of the marital community.

3 4. Defendant VIP Lifestyle Management, LLC, is an Indiana limited liability
4 company that conducted business in Maricopa County and caused events to occur in
5 Maricopa County out of which plaintiff's claims arise.

6 5. Jurisdiction and venue are proper in this court.

7 Allegations

8 6. Defendants Sharon Turner and VIP Lifestyle Management entered into a
9 contract for promotional services with plaintiff Professional Events, LLC. The contract is
10 dated January 29, 2008.

11 7. Turner and VIP entered into the contract for the benefit of defendant Ray
12 Lewis and an event he hosted during the Super Bowl.

13 8. Professional Events faithfully performed all of its contractual obligations to
14 the defendants.

15 9. Professional Events requested payment in writing from defendants.
16 Although the defendants, including the agent for defendant Lewis, have promised
17 numerous times in writing and in at least one recorded telephone voice message to pay
18 for the services provided by Professional events, neither defendant Lewis nor the other
19 defendants have kept their promises and have refused to pay Professional Events for its
20 services.

21 10. As of the date of this Complaint, defendants owe Professional Events
22 \$5,780 for services rendered, late fees, and collection fees.

23 Count 1

24 (Breach of Contract – All Defendants)

11. Professional Events realleges the preceding allegations.

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Count 3

(Unjust Enrichment – All Defendants)

21. Professional Events realleges the preceding allegations.

22. The defendants received the benefit of the contractual services provided by Professional Events.

23. Professional Events has been impoverished by the defendants' receipt of the benefit conferred upon it.

24. Defendants have been enriched by their wrongful receipt of benefits for which they refuse to pay for.

25. As a result of the defendants' conduct described in this Complaint, in an amount to be determined at trial, but which is no less than \$5,780. Plaintiff is also entitled to statutory interest and attorney fees under A.R.S. section 12-341.01(A) if it is forced to retain counsel in this matter.

Demand for Relief

Plaintiff demands relief as follows:

A. For the unpaid balance, late fees, and collection fees due to plaintiff under the contract in an amount to be proven at trial, but in any event not less than \$5,780;

B. For interest accrued and continuing to accrue on all unpaid obligations of defendants at the statutory rate until paid in full;

C. For reasonable attorney fees and court costs, which plaintiff is entitled to recover under A.R.S. sections 12-341 and 12-341.01.

D. For costs and such other and further relief as this Court deems just and proper.

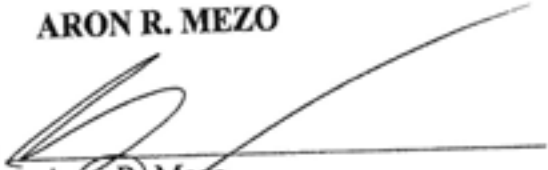
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RESPECTFULLY SUBMITTED this 11 day of June, 2008.

ARON R. MEZO

By:


Aron R. Mezo

Plaintiff Pro Per

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