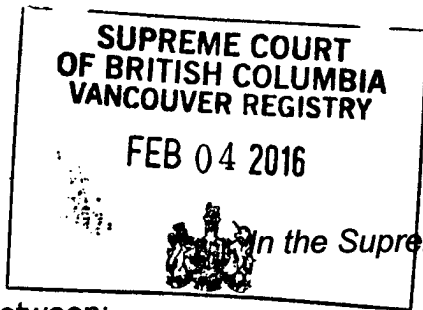


Amended pursuant to Supreme Court Civil Rule 6-1(1)(a).  
Original filed on December 3, 2015.



No. S1510130  
Vancouver Registry

Between:

APRIL D. ANDRES

Plaintiff

and:

EDWARD ADOLPHUS SYLVAN, TERRY SYLVAN, SYCAMORE  
ENTERTAINMENT GROUP INC., IKKEE BATTLE, NATALIA EVANS,  
CYNTHIA MAIR, LAUREN SYLVAN, SIMONE SYLVAN, JOHN DOE,  
and JANE DOE

Defendants

**AMENDED NOTICE OF CIVIL CLAIM**

**This action has been started by the plaintiff(s) for the relief set out in Part 2 below.**

If you intend to respond to this action, you or your lawyer must

- (a) file a response to civil claim in Form 2 in the above-named registry of this court within the time for response to civil claim described below, and
- (b) serve a copy of the filed response to civil claim on the plaintiff.

If you intend to make a counterclaim, you or your lawyer must

- (a) file a response to civil claim in Form 2 and a counterclaim in Form 3 in the above-named registry of this court within the time for response to civil claim described below, and
- (b) serve a copy of the filed response to civil claim and counterclaim on the plaintiff and on any new parties named in the counterclaim.

JUDGMENT MAY BE PRONOUNCED AGAINST YOU IF YOU FAIL to file the response to civil claim within the time for response to civil claim described below.

**Time for response to civil claim**

A response to civil claim must be filed and served on the plaintiff,

- (a) if you were served with the notice of civil claim anywhere in Canada, within 21 days after that service,
- (b) if you were served with the notice of civil claim in the United States of America, within 35 days after that service,
- (c) if you were served with the notice of civil claim anywhere else, within 49 after that service, or
- (d) if the time for response to civil claim has been set by order of the court, within that time.

**CLAIM OF THE PLAINTIFF**

**Part 1: STATEMENT OF FACTS**

**Overview of the Claim**

1. This is an action against the defendants for amounts due and owing:
  - (a) Under a settlement agreement (the "Settlement Agreement") between the Plaintiff April D. Andres (the "Plaintiff") and the defendant Edward Adolphus Sylvan ("Sylvan") and Sycamore Entertainment Group Inc. ("Sycamore") dated May 23, 2015 as amended in the amount of \$85,000 plus interest and legal costs (the "Amount Owing");
  - (b) Pursuant to the *Fraudulent Conveyance Act* and the *Fraudulent Preference Act* for the defendants, or each of them, delaying, defeating and hindering the collection of amounts due and owing to the Plaintiff, including the Amount Owing, and unlawfully preferring other creditors to the Plaintiff; and
  - (c) For an unlawful conspiracy to delay, defeat, and hinder collection of the Amount Owing to the Plaintiff.

## **The Parties**

2. The Plaintiff is an individual with an address for service c/o Hakemi & Ridgedale LLP, Suite 1730, One Bentall Centre, 505 Burrard Street, PO Box 26, Vancouver, BC V7X 1M6.

3. Sylvan is an individual with an address at 502 - 4445 Lougheed Hwy, Burnaby, BC V5C 0E4. He also lives at 2474 Berton Place, North Vancouver, BC V7H 2W8.

4. The defendant Terry Sylvan is an individual with an address at 502 - 4445 Lougheed Hwy, Burnaby, BC V5C 0E4.

5. Sycamore is a Nevada corporation with an address for service in British Columbia at 502 - 4445 Lougheed Hwy, Burnaby, BC V5C 0E4. Sycamore is held out by Sylvan, its principal and operating mind, as a film distribution company.

6. The defendant Ikkee Battle ("Battle") is an individual with an address at Unit 101, 100 Klahanie Dr, Port Moody, BC V3H 5K3. Sylvan resides from time to time with Battle.

7. The defendant Natalia Evans ("Evans") is an individual with an address at 3393 Gislason Avenue, Coquitlam, BC V3E 0C5. Sylvan resides from time to time with Evans.

8. The defendant Cynthea Mair ("Mair") is an individual with an address at 7213-190 Street, Surrey BC V4N 6E6. Sylvan resides from time to time with Mair.

9. The defendants Lauren and Simone Sylvan are individuals with addresses at 7213-190 Street, Surrey BC V4N 6E6.

10. The remaining defendants John Doe and Jane Doe are individuals as yet unknown to the Plaintiff.

### **The Judgment**

11. On or about September 4, 2008, the Plaintiff paid \$10,000 to Sylvan to purchase 20,000 shares in Sycamore. Despite the payment, Sylvan never provided a share certificate to the Plaintiff.

12. Between March 26, 2009 and August 15, 2010, the Plaintiff advanced further loans to Sylvan. Sylvan agreed to pay interest of 19% on these loans.

13. On December 27, 2010, Sylvan admitted that he owed at least \$29,016.32 to the Plaintiff and that all outstanding monies (the "Loan Amount") would be paid by January 1, 2011. He also promised to pay in full any legal costs incurred by the Plaintiff in collecting the Loan Amount.

14. Sylvan did not pay anything to the Plaintiff. As a result, the Plaintiff commenced Vancouver Registry action S111256 on February 24, 2011 to recover the Loan Amount and along with costs and interest.

15. On September 21, 2011, the Plaintiff obtained judgment (the "Judgment") against Sylvan for the Loan Amount plus interest of 19% from August 15, 2010 to the date of judgment. The Court also ordered that Sylvan return the \$10,000 payment and awarded special costs which have yet not been assessed.

### **The Settlement Agreement**

16. In November 2011, Sylvan promised to pay \$1500 per month to satisfy the Judgment until Sycamore received monies as a result of a distribution deal in 2012. Only \$1000 was paid to the Plaintiff under that agreement.

17. On May 23, 2015, the Plaintiff, Sylvan, and Sycamore entered into the Settlement Agreement, the principal term of which was that \$80,000 would be paid by Sylvan and Sycamore to the Plaintiff in 21 days to satisfy the Judgment and all interest and legal costs to date. The Settlement Agreement was later amended in that Sylvan and Sycamore would pay a total of \$85,000 to the Plaintiff.

18. Between October 1 and November 19, 2015, the Plaintiff received \$12,000 from Sylvan pursuant to the Settlement Agreement. The rest remains outstanding and due and owing.

### **Operation of Sycamore**

19. Sycamore is a film distribution company that operates out of Vancouver. It claims to have numerous agreements for the following productions:

(a) An agreement with Dreamline Pictures for the North American distribution rights to the suspense thriller *Unsullied*, the first feature film written and directed by former NFL star Simeon Rice. The film opened in limited release on August 28, 2015;

(b) A co-financing agreement with Locamatel LLC to finance "*Mantivities*", produced, written by, and starring the actor Chris Pine;

(c) An agreement with Darryl Payne Films for the exclusive USA licensing of 26 episodes of "*The Judy Garland Show*" on streaming video; and

(d) An agreement with Starz LLC for the distribution of "*The Eye of the Storm*", starring Geoffrey Rush, Charlotte Rampling and Judy Davis.

20. In reality, the distribution business of Sycamore is a sham. There are no distribution agreements or revenue, or the agreements outlined above are wildly exaggerated in terms of their value. The purpose of Sycamore is attract investment funds and to manipulate Sycamore's stock on the OTC Pink marketplace for the benefit of Sylvan and the other defendants.

21. Sylvan uses monies paid to Sycamore by its investors as his own and to distribute it to the other defendants. He draws a salary of \$250,000 per annum from Sycamore and claims it against Sycamore as a loan. Only \$30,000 is actually booked to Sycamore. To date he and his brother Terry Sylvan claim to be owed at least \$2.5 million by Sycamore.

#### **Fraudulent Conveyances/Preferences**

22. The defendants have repeatedly engaged and conspired to engage in the following transfers of money (the "Transfers") with the intention to defeat, delay or hinder recovery to the Plaintiff of amounts due and owing, including the following:

(a) Transferring funds from Sylvan to the defendants in the form of gifts, rent, or claimed living expenses when no proper amounts were due and owing by Sylvan;

(b) Transferring funds from Sylvan to the defendant Evans for payment of a mortgage on the real property located at 2474 Berton Place, North Vancouver, British Columbia or legally known and described as:

PID: 009-384-880

LOT 8 BLOCK H DISTRICT LOT 676 PLAN 21552

(the "Property")

(c) ~~(b)~~ Transferring funds between Sycamore and the defendants in the form of consulting fees, shares, or salary when no proper amounts were due and owing by Sycamore;

(d) ~~(c)~~ Transferring funds from Sylvan or Sycamore to the other defendants to pay other miscellaneous expenses, including servicing loans, without any or in the alternative sufficient consideration; and

(e) ~~(d)~~ Transferring funds from Sylvan or Sycamore in payment of amounts owing to the other defendants in preference to the amount owing to the plaintiff.

23. The Transfers were intended to and had the effect of preferring the claims of other creditors over the amounts due to the Plaintiff.

24. At the times each of the Transfers was made, each of Sylvan and Sycamore were in insolvent circumstances or knew he or it was on the eve of insolvency.

25. Sylvan and the defendants hold their interests, including in the Property, in trust for the Plaintiff to the extent of the Amount Owing to the Plaintiff.

### **Conspiracy**

26. ~~25.~~ Sylvan, Sycamore and the other defendants, subsequent to the Judgment, entered into an agreement or common design to engage in the Transfers, and have unlawfully conspired to injure the Plaintiff by, among other things, agreeing to and conducting the Transfers with the knowledge of the Judgment, the Settlement Agreement, and other amounts due and owing to the Plaintiff.

### **Aggravated and Punitive Damages**

27. ~~26.~~ The conduct of the defendants as set out herein was harsh, vindictive, reprehensible, and malicious nature and are deserving of punishment through an award of punitive damages.

28. ~~27.~~ The conduct of the defendants as set out herein has caused the plaintiff to suffer from stress, anxiety, and emotional upset.

**Part 2: RELIEF SOUGHT**

1. The Plaintiff claims the following relief:

- (a) Against Sylvan and Sycamore, damages under the Settlement Agreement for the Amount Owing;
- (b) Against all the defendants:
  - i. Damages;
  - ii. Aggravated Damages; and
  - iii. Punitive Damages;
- (c) A declaration that each of the Transfers under the provisions of the *Fraudulent Conveyances Act* or the *Fraudulent Preferences Act* is void, as and awarding damages against the respective defendants as a result of those Transfers;
- (d) Interest pursuant to the Settlement Agreement, or in the alternative, pursuant to the *Court Order Interest Act*;
- (e) A constructive trust over the defendant Evans' undivided interests in the Property;
- (f) A Certificate of Pending Litigation;
- (g) ~~(e)~~ Special costs; and



(h) (f) Such further and other relief as this Honourable Court should deem fit.

**Part 3: LEGAL BASIS**

1. The Plaintiff pleads and relies on the Settlement Agreement and the *Fraudulent Conveyance Act*, R.S.B.C. 1996, c. 163, and the *Fraudulent Preference Act*, R.S.B.C. 1996, c. 164.

2. Constructive trust.

3. Land Title Act, R.S.B.C. 1996, c. 250.

Plaintiff's address for service:

c/o Hakemi & Ridgedale LLP  
Suite 1500 – 888 Dunsmuir Street  
Vancouver, BC V6C 3K4

~~c/o Hakemi & Ridgedale LLP  
Suite 1730, One Bentall Centre  
505 Burrard Street, PO Box 26  
Vancouver, BC V7X 1M6~~

Fax number address for service (if any): None

Email address for service (if any): blaborie@hakemiridgedale.com

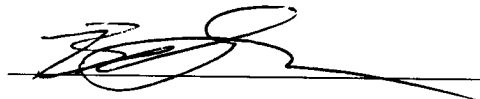
Place of trial: Vancouver, British Columbia

The address of the registry is:

The Law Courts  
800 Smithe Street  
Vancouver, BC V6Z 2E1

Date: 4/Feb/2016

Date: ~~3/December/2015~~



Signature of lawyer for plaintiff

Benjamin La Borie / Betty Wu  
HAKEMI & RIDGEDALE LLP

Suite 1730, One Bentall Centre  
505 Burrard Street, PO Box 26  
Vancouver, BC V7X 1M6  
Telephone: (604) 259-7673

Rule 7-1 (1) of the Supreme Court Civil Rules states:

- (1) Unless all parties of record consent or the court otherwise orders, each party of record to an action must, within 35 days after the end of the pleading period,
  - (a) prepare a list of documents in Form 22 that lists
    - (i) all documents that are or have been in the party's possession or control and that could, if available, be used by any party at trial to prove or disprove a material fact, and
    - (ii) all other documents to which the party intends to refer at trial, and
  - (b) serve the list on all parties of record.

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**APPENDIX**

**Part 1: CONCISE SUMMARY OF NATURE OF CLAIM:**

This is a claim under the *Fraudulent Preference Act* and *Fraudulent Conveyance Act*.

**Part 2: THIS CLAIM ARISES FROM THE FOLLOWING:**

A personal injury arising out of:

- a motor vehicle accident
- medical malpractice
- another cause

A dispute concerning:

- contaminated sites
- construction defects
- real property (real estate)
- personal property
- the provision of goods or services or other general commercial matters
- investment losses
- the lending of money
- an employment relationship
- a will or other issues concerning the probate of an estate
- a matter not listed here

**Part 3: THIS CLAIM INVOLVES:**

- a class action
- maritime law
- aboriginal law
- constitutional law
- conflict of laws
- none of the above
- do not know

**Part 4:**

*Fraudulent Conveyance Act*, R.S.B.C. 1996, c. 163  
*Fraudulent Preference Act*, R.S.B.C. 1996, c. 164  
*Land Title Act*, R.S.B.C. 1996, c. 250