

## INDIANA COMMERCIAL COURT

STATE OF INDIANA

IN THE MARION SUPERIOR COURT

COUNTY OF MARION

SS:

CAUSE NO. 49D01-2303-CC-\_\_\_\_\_

CHIP GANASSI RACING, LLC AND  
CGR IMSA, LLC,

Applicants/Plaintiffs,

v.

SYCAMORE ENTERTAINMENT  
GROUP, INC. AND EDWARD  
SYLVAN,

Respondents/Defendants.

**APPLICATION AND/OR MOTION TO CONFIRM ARBITRATION AWARD  
AND ENTER JUDGMENT UPON ARBITRATION AWARD AND  
COMPLAINT TO PIERCE THE CORPORATE VEIL**

The Applicants/Plaintiffs, Chip Ganassi Racing, LLC and CGR IMSA, LLC (“Plaintiffs”), for its *Application and/or Motion to Confirm Arbitration Award and Enter Judgment Upon Arbitration Award and Complaint to Pierce the Corporate Veil* (“Complaint”) against the Respondents/Defendants, Sycamore Entertainment Group, Inc. (“SEG”) and Edward Sylvan (“Sylvan;” and together with SEG, collectively, “Defendants”), alleges and states:

**Parties, Jurisdiction, and Venue**

1. Chip Ganassi Racing, LLC is an Indiana limited liability company duly authorized to do business in the State of Indiana with its principal place of business located at 7777 Woodland Drive, Indianapolis, Indiana 46278.

2. CGR IMSA, LLC is an Indiana limited liability company duly authorized to do business in the State of Indiana with its principal place of business located at 7777 Woodland Drive, Indianapolis, Indiana 46278.

3. Sycamore Entertainment Group, Inc. is a Washington corporation with a principal place of business 1685 H St #186, Blaine, Washington 98230 with a registered agent of Edward Sylvan at 1685 H St #186, Blaine, Washington 98230 and a business address of 4500 9<sup>th</sup> Ave., Suite 300, Seattle, Washington 90815.

4. Upon information and belief, Edward Sylvan is an individual and resident of the State of Washington located at 4500 9<sup>th</sup> Ave., Suite 300, Seattle, Washington 90815.

5. This is an action seeking confirmation and enforcement of the Arbitration Judgment (as defined below) and complaint to pierce the corporate veil.

6. This Court has subject matter jurisdiction over this cause of action.

7. This Court has personal jurisdiction pursuant to Indiana Trial Rule 4(A).

8. Venue properly lies with this Court pursuant to Ind. T.R. 75(A)(10).

#### **Arbitration Award/Judgment**

9. In an action before the American Arbitration Association Commercial Arbitration Tribunal (“AAA”), captioned *Chip Ganassi Racing, LLC and CGR IMSA, LLC v. Sycamore Entertainment Group, Inc.*, Arbitration Case Number 02-22-0000-5276 (the “Arbitration Action”), Plaintiffs obtained a *Award of Arbitrator* against SEG in the amount of Sixteen Million One Hundred Twenty-Four Thousand Five Hundred Thirty-One and 96/100 Dollars (\$16,124,531.96) plus interest at the statutory rate, until paid in full (the “Arbitration Judgment”). A true and accurate copy of the Arbitration Judgment is attached hereto as **Exhibit A** and incorporated herein by reference as if fully set forth at length.

#### **Application and/or Motion to Confirm and Enter Judgment on Arbitration Award**

10. Plaintiffs hereby reallege and incorporate paragraphs one (1) through nine (9) of the Complaint herein by reference as if fully set forth at length.

11. Chip Ganassi Racing, LLC had two sponsorship agreements with SEG. Both were multi-year agreements that were entered into in late 2020 and early 2021, respectively. SEGI paid for one year of one agreement but made no other payments (collectively, the “Contracts”). True and correct copies of the two Contracts are attached hereto as **Exhibit B** and **Exhibit C**, and incorporated herein by reference as if fully set forth at length.

12. The Contracts each contain an arbitration clause requiring that disputes arising under the Contracts be submitted to “binding, non-appealable, final arbitration” before the AAA under the AAA Arbitration Rules. *See* **Exhibits B-C, ¶ D4**.

13. Rule 54(c) of the AAA Commercial Arbitration Rules and Mediation Procedures provides:

**Parties to an arbitration under these Rules shall be deemed to have consented that judgment upon the arbitration award may be entered in any federal or state court having jurisdiction thereof.**

Section 10(d) of the AAA Arbitration Rules [emphasis added]. *See* the AAA Arbitration Rules attached hereto as **Exhibit D** and incorporated herein by reference as if fully set forth at length.

14. The Contracts specify, in relevant part, that:

Unless otherwise expressly agreed to in writing by the parties, any and all such disputes, claims, lawsuits and the like shall be resolved by mediation under the rules of the American Arbitration Association (“AAA”). If said mediation does not resolve the claim, dispute, cause of action, etc., any and all such disputes, claims, lawsuits and the like shall be resolved by binding, non-appealable, final arbitration under the rules of the AAA by an AAA arbiter selected by the parties in accordance with the procedures of the AAA, whose decision as to, among other things, the matters presented and the costs of the proceedings (including attorneys' fees) shall be conclusive, and may be entered and enforced by a court having jurisdiction thereof.

*See* **Exhibits B-C, ¶ D4**..

15. Plaintiffs fully performed all of its obligations under the Contracts.

16. SEG failed to make the required payments pursuant to the Contracts.

17. Plaintiffs properly commenced arbitration proceedings before the AAA as provided

for in the Contracts and the AAA Arbitration Rules by filing a Demand for Arbitration with AAA (“Arbitration Complaint”). A true and accurate copy of the Arbitration Complaint is attached hereto as **Exhibit E** and incorporated herein by reference as if fully set forth at length.

18. On December 15, 2022, AAA issued the Arbitration Judgment against SEG. *See* **Exhibit A**.

19. On December 16, 2022, the AAA electronically notified the parties of the Arbitration Judgment. A true and correct copy of the electronic notice of the Arbitration Judgment is attached hereto as **Exhibit F** and incorporated herein by reference as if fully set forth at length.

20. Pursuant to the Uniform Arbitration Act (“UAA”), Ind. Code §§ 34-57-2-12 and 34-57-2-15, Indiana specifically recognizes confirmation of the arbitrator’s awards and entry of final judgment thereon.

21. Pursuant to Indiana Code § 34-57-2-12, Plaintiffs respectfully moves this Court to confirm the Arbitration Judgment and direct that judgment be entered thereon against SEG in favor of Plaintiffs.

22. Additionally, pursuant to Ind. Code § 34-57-2-15, specifically provides that upon confirmation confirming, modifying, or correcting the arbitrator’s judgment, the Court shall enter a judgment consistent with the arbitrator’s judgment and the Court shall enforce it as any other judgment or decree. Additionally, the Court may award costs of the application and of the proceedings subsequent thereto to the petitioning party.

23. To date, the Arbitration Judgment has not been vacated, modified, or corrected. Plaintiffs, therefore requests judicial confirmation of the Arbitration Judgment under the UAA.

24. As a result of SEG’s breaches of the Contracts, Plaintiffs have incurred additional damages for attorneys’ fees and costs in connection with obtaining a judgment and award from the

AAA and this action seeking confirmation of the Arbitration Judgment.

25. Plaintiffs respectfully requests that the Court enter a judgment confirming the Arbitration Judgment made by the AAA in favor of Plaintiffs and against SEG, direct that judgment be entered thereon, and enter an order awarding Plaintiffs its attorneys' fees and costs pursuant to the Contracts, the Arbitration Order, and Ind. Code § 34-57-2-15.

WHEREFORE, Plaintiffs respectfully requests that the Court grant this motion to confirm the award and judgment of the AAA, award Plaintiffs its attorneys' fees and costs, and enter judgment based upon the same. More specifically, Plaintiffs requests that the Court enter a judgment that:

- A) That the Arbitration Judgment in the Arbitration Action in the amount of Sixteen Million One Hundred Twenty-Four Thousand Five Hundred Thirty-One and 96/100 Dollars (\$16,124,531.96) plus interest until paid is confirmed;
- B) That a judgment be entered consistent with the Arbitration Judgment in favor of Plaintiffs and against SEG and Sylvan, jointly and severally;
- C) That, consistent with the Arbitration Judgment, interest shall accrue at the statutory rate for judgments from December 15, 2022 until paid in full;
- D) That Plaintiffs be awarded its attorneys' fees;
- E) That Plaintiffs be awarded its post-judgment costs of collection including, but not limited to, reasonable attorneys' fees and costs; and
- F) That Plaintiffs be awarded all other and further relief which is just and proper.

#### **Complaint to Pierce the Corporate Veil**

26. Plaintiffs hereby reallege and incorporate paragraphs one (1) through twenty-five (25) of the Complaint herein by reference as if fully set forth at length.

27. Subject to reasonable opportunity for investigation and discovery, Plaintiffs believe that there is cause to pierce the corporate veil holding Sylvan personally liable for the Arbitration Judgment.

28. Subject to reasonable opportunity for investigation and discovery and upon information and belief, Sylvan is the owner and CEO of SEG.

29. Subject to reasonable opportunity for investigation and discovery and upon information and belief, SEG and Sylvan have failed to maintain proper corporate formalities with regard to the administration, operation and management of SEG's business activities.

30. Subject to reasonable opportunity for investigation and discovery and upon information and belief, SEG was owned, dominated and controlled by Sylvan who operated SEG for his personal benefit.

31. Subject to reasonable opportunity for investigation and discovery and upon information and belief, SEG and Sylvan have commingled funds between themselves or have expended funds for the benefit of such.

32. Subject to reasonable opportunity for investigation and discovery and upon information and belief, the actions of SEG and Sylvan in mismanaging the affairs of SEG are such that there has become a unity of interest between SEG and its officers, including Sylvan.

33. It would be inequitable, unfair and/or would permit the perpetration of a fraud and/or injustice to allow SEG to maintain an existences separate and apart from Sylvan.

34. Accordingly, Plaintiffs contend that the facts and circumstances warrant the Court piercing the corporate veil of SEG with Sylvan being held personally liable to Plaintiffs for the Arbitration Judgment thereby resulting in each SEG and Sylvan being jointly and severally liable for the Arbitration Judgment.

WHEREFORE, based upon the foregoing, Plaintiffs pray for an order and judgment in their favor and against all Defendants and pierce the corporate veil and enter judgment against Sylvan personally and find that Defendants are jointly and severally liable to Plaintiffs for the Arbitration Judgment, and for such other and further relief as the Court deems just and proper.

Respectfully submitted,

/s/ Annette England

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