

INDIANA COMMERCIAL COURT

STATE OF INDIANA
COUNTY OF MARION

SS:

IN THE MARION SUPERIOR COURT
CAUSE NO. 49D01-2303-CC-012417

CHIP GANASSI RACING, LLC AND
CGR IMSA, LLC,

Applicants/Plaintiffs,

v.

SYCAMORE ENTERTAINMENT
GROUP, INC. AND EDWARD
SYLVAN,

Respondents/Defendants.

THIS IS AN ATTEMPT TO COLLECT A
DEBT AND ANY INFORMATION
OBTAINED WILL BE USED FOR THAT
PURPOSE.

**VERIFIED MOTION FOR ENTRY OF DEFAULT AND DEFAULT JUDGMENT AND
NON-MILITARY STATUS OF DEFENDANTS SYCAMORE AND SYLVAN**

Plaintiffs Chip Ganassi Racing, LLC and CGR IMSA, LLC (“Ganassi” or “Plaintiffs”), by and through their counsel, pursuant to Rule 55(A) of the Indiana Rules of Trial Procedure, respectfully request the Court enter judgment by default in their favor and against Defendants, Sycamore Entertainment Group, Inc. and Edward Sylvan, jointly and severally, based on the grounds set forth herein. As outlined below, service of process has been effected consistent with Indiana Trial Rules, and Defendants have failed to appear or otherwise defend or answer.

1. 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 an *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 as Exhibit A to Plaintiffs’ Application and/or Motion to Confirm Arbitration Award and Enter Judgment Upon Arbitration Award and Complaint to Pierce the Corporate Veil and which was incorporated herein by reference as if fully set forth at length. (*See* 3/23/2023 Application/Complaint filed and docketed).

2. On March 23, 2023, Plaintiffs commenced this action by filing their Application and/or Motion to Confirm Arbitration Award and Enter Judgment Upon Arbitration Award and Complaint to Pierce the Corporate Veil with supporting exhibits, including the December 15, 2022 Arbitration Judgment issued and entered by the American Arbitration Association.

3. On March 27, 2023, the Clerk issued summonses to Sycamore Entertainment Group, Inc. in care of its Highest Executive Officer at its principal place of business at 4500 9th Avenue, Suite 300, Seattle, Washington 98105.

4. On March 27, 2023, the Clerk issued summons to Sycamore Entertainment Group, Inc. in care of its Registered Agent, Edward Sylvan, at 1685 H St. #186, Blaine, Washington 98230.

5. On March 27, 2023, the Clerk issued summons to Edward Sylvan at 1685 H St. #186, Blaine, Washington 98230.

6. On March 27, 2023, the Clerk issued summons to Edward Sylvan at 4500 9th Avenue, Suite 300, Seattle, Washington 98105.

7. On March 27, 2023, the undersigned caused service packets to be issued to each of the named Defendants at each of the designated addresses on the summonses with complete copies of all file-marked case filings.

8. According to FedEx records, on March 28, 2023 at 12:23 p.m., a service packet, including summons, was delivered to Edward Sylvan at 1685 H Street, #186, Blaine, WA 98230 and signed for by J. Warby, FedEx Tracking No. 396250909740.

9. According to FedEx records, on March 28, 2023 at 12:23 p.m., a service packet, including summons, was delivered to Sycamore Entertainment Group, Inc. c/o Registered Agent Edward Sylvan at 1685 H Street, #186, Blaine, WA 98230 and signed for by J. Warby, FedEx Tracking No. 396250423599.

10. Despite observing proper procedures for issuance of summonses to Defendants at designated addresses and despite the verification by FedEx regarding delivery of the service packets to Defendants at 1685 H Street, #186, Blaine, WA 98230, the undersigned cannot verify whether Defendants actually received the formal service packets served at the above address.

11. According to FedEx records, on March 29, 2023 at 9:29 a.m., a service packet, including summons, was delivered to Sycamore Entertainment Group, Inc. at 4500 9th Avenue, Suite 300, Seattle, WA 98105 and signed for by M. Freeman, FedEx Tracking No. 396249505062.

12. According to FedEx records, on March 29, 2023 at 9:29 a.m., a service packet, including summons, was delivered to Edward Sylvan at 4500 9th Avenue, Suite 300, Seattle, WA 98105 and signed for by M. Freeman, FedEx Tracking No. 3962513763.

13. Despite observing proper procedures for issuances of summonses and service packets to Defendants at designated addresses and despite the verification by FedEx regarding delivery of the service packets to Defendants at 4500 9th Avenue, Suite 300, Seattle, WA 98105, the undersigned cannot verify whether Defendants actually received the formal service packets served at the above address. Thereafter, the undersigned was later contacted by M. Freeman who signed for the above-referenced service packets on behalf of Defendants and she indicated that the address of 4500 9th Avenue, Suite 300, Seattle, WA 98105 was an inactive mail drop for the named Defendants.

14. After further due diligence, the undersigned discovered updated or current registered agent information for Sycamore Entertainment Group, Inc. registered with the Nevada Secretary of State which reflects that Sycamore Entertainment Group, Inc. designated its Registered Agent in

Nevada for service purposes as Silver Shield Services, Inc., 4590 Deodar Street, Silver Springs, NV 89429.

15. Accordingly, on April 25, 2023, the undersigned tendered an Alias Summons for issuance by the Clerk directed to Sycamore Entertainment Group, Inc. in care of its Registered Agent, Silver Shield Services, Inc., 4590 Deodar Street, Silver Springs, NV 89429. On April 26, 2023, the Clerk issued the Alias Summons. (*See* 4/26/2023 Alias Summons docketed).

16. On April 27, 2023, a service packet was transmitted via Federal Express Priority Overnight delivery with signature requirement to Sycamore Entertainment Group, Inc. in care of its designated Registered Agent, Silver Shield Services, Inc., 4590 Deodar Street, Silver Springs, Nevada 89429. The service packet included a cover letter and file-marked copies of the Clerk-issued Alias Summons to Sycamore Entertainment Group, Inc., Application and/or Motion to Confirm Arbitration Award and Enter Judgment Upon Arbitration Award and Complaint to Pierce the Corporate Veil with Exhibits A through F (“Complaint”), Notice Identifying Commercial Court Docket Case, original Clerk-issued Summons and Notice of Arbitration Judgment, Appearance of John Maley, and Appearance of Annette England.

17. On April 28, 2023 at 2:57 p.m., Sycamore’s Registered Agent, Silver Shield Services, Inc. was served with the complete service packet by delivering said Federal Express Priority Overnight delivery package to the authorized Registered Agent, Silver Shield Services, Inc. at its authorized and registered address of 4590 Deodar Street, Silver Springs, Nevada 89429 and the service packet signed for by “M. Clark.” (*See* previously filed Proof of Service with attached Exhibit 1, Federal Express Priority Overnight delivery, Proof of Delivery, Tracking No. 397584969380).

18. On April 27, 2023, a service packet was transmitted via United States Priority Mail Express 2-Day delivery, signature service, return receipt to Sycamore Entertainment Group, Inc. in care of its designated Registered Agent, Silver Shield Services, Inc., 4590 Deodar Street, Silver Springs,

Nevada 89429. The service packet included a cover letter and file-marked copies of the Clerk-issued Alias Summons to Sycamore Entertainment Group, Inc., Application and/or Motion to Confirm Arbitration Award and Enter Judgment Upon Arbitration Award and Complaint to Pierce the Corporate Veil with Exhibits A through F (“Complaint”), Notice Identifying Commercial Court Docket Case, original Clerk-issued Summons and Notice of Arbitration Judgment, Appearance of John Maley, and Appearance of Annette England.

19. On May 2, 2023 at 12:24 p.m., Sycamore’s Registered Agent, Silver Shield Services, Inc. was served by being picked up at the post office by Silver Shield Services, Inc.’s designated representative, Justin Clark, of 4590 Deodar Street, Silver Springs, Nevada 89429 and the service packet signed for by Mr. Clark. (*See* previously filed Proof of Service with attached Exhibit 2, United States Postal Service, Priority Overnight Delivery, Proof of Delivery, Tracking No. 9481 7091 0515 6021 8373 44).¹

20. On May 12, 2023, the undersigned filed a Praecipe for Service by Publication and related filings to cause service by publication to be issued to both named Defendants.

21. On May 12, 2023, an Order Authorizing Service by Publication was issued by the Court.

22. When summonses by publication were not promptly issued by the Clerk, the undersigned and his staff worked with the Clerk and *The Indianapolis Star* to get summonses by publication issued and published pursuant to the Indiana Trial Rules.

¹ Despite Federal Express proof of April 28, 2023 delivery of Tracking No. 397584969380 and United States Postal Service, Priority Express Overnight proof of May 2, 2023, delivery of Tracking No. 9481 7091 0515 6021 8373 44 to Defendant Sycamore Entertainment Group, Inc. in care of its designated Registered Agent according to the Nevada Secretary of State, including signatures on both packages, on June 15, 2023, the Federal Express service packet and the Priority Overnight Delivery service packet inexplicably arrived together (despite distinct carrier entities FedEx and USPS) back at the undersigned counsel’s offices in the mail room having somehow been returned by the United States Post Office. These circumstances seem to indicate Defendants’ attempt to evade service by causing service packets to be returned **after service had been properly effectuated.**

23. On June 14, 2023, June 21, 2023, and June 28, 2023, the Indianapolis Newspapers published service by publication by posting “Alias Summons and Notice of Arbitration Judgment” directed to Sycamore in *The Indianapolis Star* as detailed in the Publisher’s Affidavit executed and notarized on June 28, 2023 and which includes a copy of the summons which was published. The Publisher’s Affidavit was filed as part of Plaintiff’s Proof of Return of Service by Publication and Tender of Affidavits for Clerk’s Return Issuance. (See 8/7/2023 Proof of Return of Service by Publication filed and docketed).

24. On June 14, 2023, June 21, 2023, and June 28, 2023, the Indianapolis Newspapers published service by publication by posting “Alias Summons and Notice of Arbitration Judgment” directed to Edward Sylvan in *The Indianapolis Star* as detailed in the Publisher’s Affidavit executed and notarized on July 5, 2023 and which includes a copy of the summons which was published. The Publisher’s Affidavit was filed as part of Plaintiff’s Proof of Return of Service by Publication and Tender of Affidavits for Clerk’s Return Issuance. (See 8/7/2023 Proof of Return of Service by Publication filed and docketed).

25. On June 14, 2023, June 21, 2023, and June 28, 2023, the Indianapolis Newspapers published service by publication by posting “Alias Summons and Notice of Arbitration Judgment” directed to Sycamore in *The Indianapolis Star* as detailed in the Publisher’s Affidavit executed and notarized on July 25, 2023 and which includes a copy of the summons which was published. The Publisher’s Affidavit was filed as part of Plaintiff’s Proof of Return of Service by Publication and Tender of Affidavits for Clerk’s Return Issuance. (See 8/7/2023 Proof of Return of Service by Publication filed and docketed).

26. On June 14, 2023, June 21, 2023, and June 28, 2023, the Indianapolis Newspapers published service by publication by posting “Alias Summons and Notice of Arbitration Judgment” directed to Edward Sylvan in *The Indianapolis Star* as detailed in the Publisher’s Affidavit executed and

notarized on July 25, 2023 and which includes a copy of the summons which was published. The Publisher's Affidavit was filed as part of Plaintiff's Proof of Return of Service by Publication and Tender of Affidavits for Clerk's Return Issuance. (See 8/7/2023 Proof of Return of Service by Publication filed and docketed).

27. On August 7, 2023, the undersigned filed a "Proof of Return of Service by Publication and Tender of Publishers' Affidavits for Clerk's Return Issuance" with the Publishers' Affidavits issued by the Indianapolis Newspapers confirming published service by publication to both Defendants.

28. On August 7, 2023, the Clerk issued "Return of Service of Summons by Publication" confirming summonses by publication made to Defendants on June 14, 2023, June 21, 2023, and June 28, 2023, which is docketed with the Court.

29. Based on the service of summons by publication to both Defendants as outlined above and calculating from the latest date of publication of June 28, 2023, Defendants' deadline to answer or otherwise respond to Plaintiffs' Application/Complaint was no later than July 21, 2023.

30. As of this date, Defendants have failed to answer or otherwise respond to Plaintiffs' Application/Complaint as required by law after receiving proper service.

31. Plaintiffs have a reasonable belief that Defendant Edward Sylvan is not on active military service. However, Plaintiffs cannot definitely determine whether or not Defendant Edward Sylvan is on active military service because Plaintiffs do not have Defendant Edward Sylvan's social security number or date of birth. However, Defendant Edward Sylvan is not known to be an infant, incompetent, or a member of the United States Armed Forces.

32. The relief sought by Plaintiffs is ascertainable as Plaintiffs have shown that Plaintiffs are the holder of a valid Arbitration Judgment 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 and said Arbitration Judgment is the subject of the instant litigation.

33. By virtue of this action, Plaintiffs seek to recover the full amount of the Arbitration Judgment which is allocated in the Arbitration Judgment as follows:

- (a) Fifteen Million Nine Hundred Seventy Thousand Dollars (\$15,970,000.00) for breach of contract;
- (b) Pre-judgment interest from date of breach of December 1, 2021 through December 1, 2022 at the Indiana statutory interest rate of 8% per annum, equaling \$129,354.00, with daily pre-judgment interest from December 2, 2022 through the date of this Final Award at the rate of \$354.39, thus \$4,961.46;
- (c) Administrative Fees totaling \$16,097 and Arbitrator Compensation totaling \$1,619.50 shall be borne 100% by Respondent; therefore, Sycamore shall pay CGR a total of \$17,716.50; and
- (d) Attorneys' fees of \$2,500.00.

34. Further interest continues to accrue from the date of filing the instant action to the date of satisfaction of the Arbitration Judgment.

35. Plaintiffs may incur future collection expenses which are recoverable.

36. Plaintiffs file this Motion in accordance with Rule 55 seeking entry of default judgment against Defendants, jointly and severally, for their independent failure to answer or otherwise respond to Plaintiffs' Application/Complaint.

37. Default judgment is proper as the Defendants have failed to answer or otherwise respond or otherwise defend the allegations set forth in the Application/Complaint, as required by law.

38. Further, Plaintiffs have cited the Plaintiffs' ownership of the Arbitration Judgment, including by and through the exhibits attached to its original Application/Complaint and related filings.

39. The service of process on Defendants, and each Defendant, is effective and valid service on a corporation and on an individual, respectively, pursuant to Rule 4.1.

40. Plaintiffs propose that the amount of damages as outlined above includes each of the components outlined above as part of the Arbitration Judgment, court costs, attorney's fees incurred to date, and additional attorney's fees for post-judgment proceedings to be incurred to collect any judgment entered in this matter through post-judgment filings and/or proceedings supplemental.

41. Contemporaneously with the filing of this Verified Motion, Plaintiffs by and through counsel, have caused to be served on Defendants by First Class Mail, postage prepaid, a copy of these filings.

42. Based upon these submissions, the relief sought by Plaintiffs is definite and ascertainable, there is no just reason for delay in entering a default judgment pursuant to Rule 55 and for entry of a final judgment against Defendants in accordance with Rule 54(B).

WHEREFORE, Plaintiffs respectfully request this Court for the following relief:

- (1) That default be entered in favor of Plaintiffs and against the Defendants Sycamore Entertainment Group, Inc. and Edward A. Sylvan, jointly and severally, in the amount of Fifteen Million Nine Hundred Seventy Thousand Dollars (\$15,970,000.00) for breach of contract;
- (2) Pre-judgment interest from date of breach of December 1, 2021 through December 1, 2022 at the Indiana statutory interest rate of 8% per annum, equaling \$129,354.00, with daily pre-judgment interest from December 2, 2022 through the date of this Final Award at the rate of \$354.39, thus \$4,961.46;

- (3) Administrative Fees totaling \$16,097 and Arbitrator Compensation totaling \$1,619.50 shall be borne 100% by Respondent; therefore, Sycamore shall pay CGR a total of \$17,716.50;
- (4) Attorneys' fees of \$2,500.00;
- (5) Plus further interest accruing from the date of filing the instant action to the date of satisfaction of the Arbitration Judgment;
- (6) Plaintiffs may incur future collection expenses which are recoverable; and
- (7) That Plaintiffs be granted all other relief which is just and proper.

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[SIGNATURE PAGE FOLLOWS]

VERIFICATION

I affirm under the penalties of perjury that the foregoing representations are true and accurate to the best of my knowledge and belief.

/s/ John R. Maley
John R. Maley (#14300-89)

