

NOV 20 2023

David W. Slayton, Executive Officer/Clerk of Court
By: C. Grijalva, Deputy

1 Tyrone D. Dixon
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3 Los Angeles, California 90065
4 Telephone: (323)447-7488
5 Email: tyrone@dikajada.com, tyrone.dixon@gmail.com
6 Plaintiffs in pro per

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SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF LOS ANGELES

Tyrone D. Dixon, Plaintiff

23STCV28341

CASE NO. _____

COMPLAINT FOR:

Edward Sylvan, CEO/Owner
Sycamore Entertainment Group Inc.,
SEGL.TV, Defendants

- 1. BREACH OF WRITTEN AGREEMENT
- 2. WORK, LABOR, AND SERVICES
- 3. ACCOUNT STATED
- 4. INTENTIONAL MISREPRESENTATION
- 5. CIVIL CONSPIRACY
- 6. BREACH OF THE COVENANT OF GOOD FAITH AND FAIR DEALING
- 7. TORTIOUS INTERFERENCE WITH A CONTRACTUAL RELATIONSHIP

Total damages owed as of the date of this document \$152,400.00

Plaintiffs Tyrone D. Dixon,

11/20/2023

1 and produce an untitled documentary for SEGI.TV about Edward Sylvan's journey with
2 SEGI.TV while participating in the Extreme E off-road competition. In order to produce the
3 documentary, Plaintiff assembled a documentary team that included two directors of
4 photography, one sound mixer, and one utility person. Each person (Neil De La Pena, Dennis
5 Flippin, Christopher Fleeger, Kathryn Rowen) signed a deal memo with Defendants Edward
6 Sylvan and SEGI.TV. The documentary would include following Edward Sylvan and the
7 Chip Ganassi Race Team during the Extreme E Competition which included the following
8 locations; Saudi Arabia, Senegal Africa, Kangerlussuaq Greenland, Sardinia Italy.
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12 6. On or about March 28, 2023 the documentary team, without Plaintiff, traveled to
13 Saudi Arabis for the first leg of Extreme E Competition. The Plaintiff and the documentary
14 team were paid half of the agreed amount for the Saudi Arabia trip before they departed.
15 Plaintiff and the documentary team were to be paid final payment upon return from Saudi
16 Arabia. Plaintiff and documentary team were not paid the second half of agreed payment
17 when they returned from Saudi Arabia. However, Plaintiff and documentary team were paid
18 for invoices for the second half of the Saudi Arabia trip when they traveled to Senegal, Africa.
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22 7. Plaintiff and documentary team were paid the second half
23 of their first payment for Saudi Arabia trip when they traveled to Senegal, Africa - May 25,
24 2021. Plaintiff and documentary team were told when they returned from Senegal,
25 Africa, Plaintiff and documentary team would receive full payment for the Senegal trip.
26 Plaintiff and documentary team returned home from the Senegal trip without payment.
27
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1 Plaintiff and documentary team received multiple emails, text messages,
2 stating they would be paid, however Plaintiff and documentary team were
3
4 not paid. Plaintiff and documentary team waited for a SEGI.TV audit to
5 be completed, and once the audit was complete, then Plaintiff and documentary team
6 would be paid. Plaintiff and documentary team were not paid.
7

8 8. The next trip was Kangerlussuaq, Greenland, August 25, 2021. Defendants
9 promised to pay us before we traveled to Greenland, because we said we would not
10 go on that trip without payment. Plaintiff and documentary team
11
12 Traveled to Greenland. Defendants begged Plaintiff and documentary team to film
13 the Greenland trip and promised to pay them a portion of what was owed when they left for
14 Greenland. Plaintiff and documentary team were in the JFK airport when they
15 each received \$5,000 dollars towards their payment associated with the trip to Senegal,
16 Africa. Plaintiff and documentary team were told by Defendants, upon returning
17 from Greenland, Plaintiff and documentary team would receive the balance of past
18 due invoices. Plaintiff and documentary team were not paid.
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22 9. Plaintiff and documentary team participated with a final trip to
23 Sardinia, Italy October 21, 2021. At this point, Plaintiff and documentary team felt it
24 important to follow through with trip hoping Defendants would make good on all unpaid
25 invoices. When Plaintiff and documentary team returned from Sardinia, Italy, Defendants
26 failed to pay final invoices as promised. Defendants explained to Plaintiff and rest of
27
28

11/29/2023

1 documentary team that Defendants were dealing with an audit issue and could not pay
2 Plaintiff and documentary team until that was complete. Defendants Edward Sylvan and
3
4 SEGI.TV did not pay the outstanding invoices.

5 10. Defendants begged Plaintiff and documentary team to
6 participate in a NASCAR, Coca Cola 600, event Memorial Day Weekend May 28, 2022.
7

8 Only Plaintiff, Neil De La Pena and Christopher Fleeger participated.

9 Plaintiff and documentary team were asked by a major SEGI.TV investor, Rodney Sampson,
10 and Defendant Edward Sylvan to meet Plaintiff in North Carolina for NASCAR Coca Cola
11 600. Plaintiff was promised by Defendants, Plaintiff and documentary team would receive
12 \$25,000 - \$5,000 for each member of documentary team. Defendants promised to pay all
13 outstanding invoices within 3 weeks. Defendants have not responded to any of the demand
14 letters. Plaintiff and documentary team missed out on other job opportunities during
15 this period of working for Defendants. At this point, the outstanding invoices total,
16 \$127,000.00 not including 20% interest.
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21 **FIRST CAUSE OF ACTION**

22 (Breach of Oral and Written Agreement)

23 (Against Defendants Edward Sylvan and SEGI.TV)

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25 11. Plaintiff repeats, alleges and incorporates by reference herein all of the
26 allegations set forth in paragraphs 1 through 10, above, as if set forth herein at length.
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19. Defendants now owe the sum of \$152,400.00.

THIRD CAUSE OF ACTION

(Account Stated)

(Against Defendants Edward Sylvans and SEGI.TV)

20. Plaintiff repeats, alleges and incorporates by reference herein all of the allegations set forth in paragraphs 1 through 10, above, as if set forth herein at length.

21. Plaintiff provided labor and services to Defendants Edward Sylvan and SEGI.TV in exchange for payment. Pursuant to general standards of industry behavior, Plaintiff delivered an invoice to Defendants in order for the Plaintiff to receive compensation promised.

22. Plaintiff, on multiple occasions, notified and provided Defendants with invoices stating an amount owed to the Plaintiff.

23. Defendants did not contest the stated amount indicated on the delivered invoices.

24. Defendants has continued to ignore invoices and not pay for services rendered.

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1 FOURTH CAUSE OF ACTION

2 (Intentional Misrepresentation)

3
4 (Against Defendants Edward Sylvan and SEGI.TV)

5 25. Plaintiff incorporates, by reference herein, all of the allegations set forth in
6 paragraphs 1 through 10, above.

7
8 26. Defendant Edward Sylvan knew that when it offered Plaintiff to “pay him
9 directly” from his SEGI.TV (public company) funds for Plaintiff and rest of
10 documentary team the funds to pay Plaintiff and documentary team were not available.

11
12 27. Defendants misrepresented to Plaintiff that they would pay Plaintiff from his
13 SEGI.TV funds. Defendants attempted to enjoy a windfall at Plaintiff’s expense.

14
15 28. Plaintiff substantially and reasonably relied on Defendants representations that
16 Plaintiff would be paid the amount stated on Plaintiff’s invoices.

17
18 29. As a result of Defendants refusal to pay, Plaintiff was harmed. Plaintiff did not
19 receive the monetary compensation that was promised.

20 FIFTH CAUSE OF ACTION

21 (Civil Conspiracy)

22
23 30. Plaintiff repeats, alleges and incorporates by reference herein all of the
24 allegations set forth in paragraphs 1 through 10, above, as if set forth herein at length.

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1 31. Plaintiffs and Defendants entered into Written and Oral Agreement whereby
2 Plaintiff would receive final payment of all outstanding invoices presented to Defendants
3 Edward Sylvan and SEGI.TV.
4

5 32. Plaintiff performed all conditions, covenants, and promises required to be
6 performed under the Oral and Written Agreement.
7

8 33. Defendants Edward Sylvan and SEGI.TV knowingly and willingly conspired
9 and agreed among themselves to breach the Oral and Written Agreement and participated in
10 the tortuous actions against Plaintiff in furtherance of a common design, intention, and
11 purpose in order to deprive Plaintiff of compensation due him as a result completing the
12 documentary film production with documentary team. Defendants did the acts and things
13 herein alleged pursuant to, and in furtherance of, the conspiracy and above-alleged
14 agreement.
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17 34. Defendants furthered the conspiracy by cooperating with and/or lending aid and
18 encouragement to and/or ratifying and adopting the acts of the other co-conspirators. All acts
19 taken by any one of the co-conspirators were taken on behalf of all of the co-conspirators and
20 in furtherance of the conspiracy.
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23 35. As a direct and proximate consequence of Defendants civil Conspiracy and
24 wrongful acts herein alleged, Plaintiff has suffered general and special damages, for which all
25 Defendants are jointly and severally liable, in amounts to be proven at trial but no less than
26 \$250,000.
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1 caused by Defendants Edward Sylvan and SEGI.TV intentional interference with the Written
2 and Oral Agreement includes, but are not limited too, lost commissions, clients and other
3 damages in an amount to be determined at trial.
4

5 47. Defendants Edward Sylvan and SEGI.TV engaged in the wrongful conduct
6 alleged herein with oppression, fraud and malice. Accordingly, Plaintiff requests that punitive
7 damages be awarded in an amount sufficient to punish Defendants Edward Sylvan and
8 SEGI.TV and to deter those who would commit or knowingly seek to profit from similar
9 actions now and in the future. Plaintiff respectfully requests an award of punitive damages
10 against Defendants Edward Sylvan and SEGI.TV in an amount which shall be proved at trial
11 but in any event not less than \$250,000.
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14 **WHEREFORE**, plaintiff Tyrone D. Dixon prays for judgment as follows:
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16 48. Under the First Cause of Action, for damages in an amount to be proven at
17 trial, but no less than \$ 127,000.00 plus 20% interest.
18

19 49. Under the Second Cause of Action, for damages in an amount to be
20 proven at trial, but amount no less than \$127,000.00 plus 20% interest.
21

22 50. Under the Third Cause of Action, for damages in an amount to be proven
23 at trial, but amount no less than 127,000.00 plus 20% interest.
24

25 51. Under the Fourth Cause of Action, for damages in an amount to be proven
26 at trial, but amount no less than \$250,000 and an award of punitive and/or exemplary
27 damages in an amount necessary to punish Defendants and/or deter them from their conduct.
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52. Under the Fifth Cause of Action, for damages in an amount to be proven at trial, but amount no less than \$127,000.00 plus 20% interest..

53. Under the Sixth Cause of Action, for damages in an amount to be proven at trial, but amount no less than \$250,000 and an award of punitive and/or exemplary damages in an amount necessary to punish Defendants and/or deter them from their conduct.

54. Under the Seventh Cause of Action, for damages in an amount to be proven at trial, but amount no less than \$250,000.

55. Under the Eighth Cause of Action, for damages in an amount to be proven at trial, but amount no less than \$250,000.

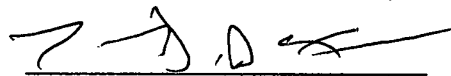
56. Under the Ninth Cause of Action, for damages in an amount to be proven at trial, but amount no less than \$250,000 and an award of punitive and/or exemplary damages in an amount necessary to punish Defendants and/or deter them from their conduct.

57. For all Causes of Action as to All Defendants:

(a) For costs of suit incurred herein.

(b) For such other relief as the Court may deem just and proper.

Dated: November 17, 2023



Tyrone D. Dixon

Plaintiff in pro per

11/20/2023

SHORT TITLE: Tyrone D. Dixon v Edward Sylvan	CASE NUMBER:
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CAUSE OF ACTION—Breach of Contract

(number) _____
 ATTACHMENT TO Complaint Cross - Complaint
 (Use a separate cause of action form for each cause of action.)

BC-1. Plaintiff (name): Tyrone D. Dixon

alleges that on or about (date): March 27, 2021

a written oral other (specify): and Oral agreement was made between (name parties to agreement):

Tyrone D. Dixon and Edward Sylvan, SEGI.TV

A copy of the agreement is attached as Exhibit A, or

The essential terms of the agreement are stated in Attachment BC-1 are as follows (specify):

Edward Sylvan would pay Tyrone Dixon and documentary team (4 members) for production services provided for 4 locations (Italy, Saudi Arabia, Greenland, Africa). We were not paid for 3 locations. We were promised/deal memo that on each trip invoices would be paid after each trip. That did not happen for 3 locations.

BC-2. On or about (dates): May 25, 2021 through May 28, 2022

defendant breached the agreement by the acts specified in Attachment BC-2 the following acts (specify):

Defendant did not pay invoices for 3 production trips.
 Defendant promised over and over they would pay, but did not.
 Defendant has not returned calls or emails.

BC-3. Plaintiff has performed all obligations to defendant except those obligations plaintiff was prevented or excused from performing.

BC-4. Plaintiff suffered damages legally (proximately) caused by defendant's breach of the agreement

as stated in Attachment BC-4 as follows (specify):

BC-5. Plaintiff is entitled to attorney fees by an agreement or a statute

of \$

according to proof.

BC-6. Other:

\$152,400.00 is owed to Plaintiff. Also, additional damages to be proven at trial no less than \$250,000.00.

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Deal Memo *Sycamore Entertainment Group Inc./ SEGI.tv*

Ganassi Race Team/ SEGI Feature Documentary

Name: Tyrone D. Dixon
Position: Director-Producer
Start Date: 3/27/21
Phone: 323/447-7488 **Email:** tyrone@dikajada.com
Address: 2755 Delor Road Los Angeles, Ca. 90065

Thank you for participating with SEGI and the Ganassi Race Team feature documentary. You are hired to work on the first leg of the Extreme E race in Saudi Arabia. This document also refers to additional trips associated with Extreme E race. Days worked will be determined by the needs of each trip.

- 1) **Rate:** Engagement hereunder is at an "at will" nature and is subject to termination without notice. Producer (SEGI) shall have the right to deduct from Crew Member's check any and all outstanding unapproved incidentals incurred by Crew Member in connection with Crew Member's services herein. Withholding taxes may be applied to all amounts paid for per diem, mileage, box or kit rentals or any non-accountable expense reimbursements in excess of IRS guidelines.
- 2) **Exclusivity:** Crew Member's services shall be rendered to producer on an exclusive basis while Crew Member is employed by Producer pursuant to this agreement. Crew Member shall be subject to all the direction and control of Producer. Crew Member shall comply with all rules and regulations of Producer, including, without limitation, those set forth herein.
- 3) **Saudi Arabia Trip:**
 - Travel - 2 days x 500.00 a day
 - Quarantine - 3 days x 500.00 a day
 - Shoot - 4 days x 1500.00 a day
 - Prep - 1 day x 500.00 a day
 - Per diem - 9 days x 50.00 a day
- 4) **Emergency Contact info:** Nicole Dixon - 323/791-8828
- 5) **Additional Terms/Provisions:** _____

Producer: _____ Crew Member: tyrone d dixon Date: 3/27/21

11/20/2023

May 2, 2022

VIA E-MAIL

Mr. Ed Sylvan
Sycamore Entertainment Group

Re: DEMAND FOR PAYMENT/Tyrone Dixon & co-workers

Dear Mr Sylvan;

Demand is hereby made for the payment of \$117,000 due and owing to Mr. Tyrone Dixon and his "crew" (Neil De La Pena, Chris Fleeger, Dennis Flippin, Kathryn Rowan) for work on the documentary film commissioned by Sycamore Entertainment Group, Inc. ("Sycamore"), pursuant to an agreement made between Dikajada Films LLC (and each crew member), -w- Sycamore dated 3/27/21.

Mr. Dixon and his representatives have received numerous promises to be paid the past due funds however all of the promises have been broken.

Please be aware that if payment in full has not been received via wire transfer by end of business May 6, 2022 I will turn this matter over to our outside litigation counsel.

The foregoing is not intended to be a complete recitation of all the facts and circumstances relevant to this matter, and nothing contained herein or omitted here from should be construed as an election of remedies or a waiver of any of client's rights or remedies, all of which are expressly reserved.

Sincerely,

Jeremy Stern
Business & Legal Affairs
Avatar Entertainment, LLC.

cc Tyrone Dixon
Michael Sloan, Esq.
Larry Robinson

avatar entertainment, llc, 2029 hyperion avenue, los angeles, ca 90027 +1.323.906.1500

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