DISTRICT COURT, CITY AND COUNTY OF DENVER, COLORADO Court Address: 1437 Bannock Street Denver, CO 80202 (303) 606-2300	DATE FILED: March 8, 2022 CASE NUMBER: 2021CV33114
Plaintiff: DAVID SIEGEL v. **Defendants: GROUP WEY EXPORT**, a Colorado corporation; **EMMANUEL "NTIMA" WEYI**, an individual; and **JONATHAN WEYI**, an individual.	**▲COURT USE ONLY▲** Case No.: 2021CV33114 Division: 269

ORDER FOR ENTRY OF PARTIAL DEFAULT JUDGMENT

THE COURT having reviewed David Siegel's Motion for Entry of Default Judgment against Defendants Group Wey Export, Emmanuel "Ntima" Weyi, and Jonathan Weyi (collectively "Defendants") and the Affidavits attached thereto, and being fully advised in the premises, hereby finds as follows:

1. Plaintiff, David Siegel ("Siegel") filed the complaint in this case on October 4, 2021.

2. Defendants were served with copies of the Civil Case Cover Sheet, Summons and Complaint within the State of Colorado on November 10, 2021 in accordance with C.R.C.P. 4(e).

3. Defendants have failed to answer the Complaint as required by C.R.C.P. 12(a), and have failed to file herein any motion, make an appearance or otherwise defend this action.

4. A default judgment against Defendants is proper pursuant to C.R.C.P. 55 and 121(c) § 1-14. Specifically, the Court finds that:

   a. The name of the party to whom the Judgment is to be granted is David Siegel.

b. The names of the parties against whom judgment is being taken are Group Wey Export, Emmanuel “Ntima” Weyi, and Jonathan Weyi.

c. Venue is proper in this Court pursuant to C.R.C.P. 98.

d. There is no just reason for delay and this judgment shall be a final judgment against Defendants.

e. Between January and April 2021, Plaintiff entered into several agreements with Defendant Group Wey Export, an entity of which Defendants Emmanuel and Jonathon Weyi are officers. All three agreements concerned Plaintiff loaning money to facilitate the shipment of gold from the Democratic Republic of Congo in exchange for a $1,000,000 donation to Plaintiff’s nonprofit. In the first agreement, Plaintiff promised to loan $25,0000 to Group Wey Export and did loan the $25,000. In the first promissory note, Plaintiff agreed to loan an additional $8,000 to Group Wey Export, and did loan $8,000. In the second promissory note, Group Wey Export acknowledged the $8,000 from the first promissory note was outstanding, Plaintiff would loan an additional $4,500 to Group Wey Export, and Plaintiff did loan an additional $4,500. The second promissory note also provided that upon maturation, Plaintiff would be entitled to the full amount of the principal balance, plus a bonus of an additional $7,500, for a total of $20,000. Group Wey Export failed to tender payments in accordance with all three agreements.

f. In October 2021, Plaintiff initiated the instant action, asserting three breach of contract claims against Group Wey Export, claims for unjust enrichment and civil theft against all Defendants, and claims for fraudulent inducement and promissory estoppel against Defendant Emmanuel.

5. The requirements for the entry of a default judgment, as set forth in C.R.C.P. 55 and 121(c) § 1-14, have been satisfied with respect to Plaintiff's claims against Defendant Group Wey Export for three breach of contract claims.

a. Defendant Group Wey Export owes Siegel the sum of $54,428.60, which includes:

i. damages in the principal amount of $45,000.

ii. Reasonable attorney's fees in the amount of $8,371.50.

iii. costs in the amount of $1,057.10.

6. With respect to Plaintiff's claim for unjust enrichment, the Court denies Plaintiff's motion for default judgment, as the recovery would be duplicative of the damages award for the breach of contract claims. *See Harris Group, Inc. v. Robinson*, 209 P.3d 1188, 1205 (Colo. App. 2009) ("Equity may not be used to fashion relief when there is a plain, speedy, and adequate remedy at law. In a contractual context, a party cannot recover for unjust enrichment by asserting a quasi-contract when an express contract covers the same subject matter because the express contract precludes any implied-in-law contract.") (internal quotations omitted).

7. With respect to Plaintiff's fraudulent inducement and civil theft claims, the Court finds that it is necessary to conduct an evidentiary hearing before judgment may enter. *See* C.R.C.P. 55(b); *see also Colorado Dept. of Public Health & Env't. v. Caulk*, 969 P.2d 804, 811 (Colo. App. 1998) ("A trial court generally has broad discretion in deciding whether to conduct a hearing before entry of a default judgment."). The hearing should focus on the elements of these claims, and the intent elements, in particular.

NOW, THEREFORE, it is hereby ORDERED, ADJUDGED AND DECREED as follows:

1. Judgment is hereby entered in favor of Plaintiff David Siegel and against Defendant Group Wey Export for three breach of contract claims, in the sum of $54,428.60, representing the principal, reasonable attorney's fees, and

costs, pursuant to C.R.C.P. 55 and 121(c) § 1-14. This judgment shall be a final judgment with respect to Defendant Group Wey Export on the claims for breach of contract pursuant to C.R.C.P. 54.

2. Judgment of default is hereby denied for Plaintiff's unjust enrichment claim.

3. Plaintiff shall contact the Court within seven (7) days of this Order to schedule an evidentiary hearing on Plaintiff's civil theft and fraudulent inducement claims to be held no later than sixty (60) days from the date of this Order.

ENTERED this 8th day of March, 2022.

BY THE COURT:



STEPHANIE L. SCOVILLE
Denver District Court Judge