Quals et al v. Lunn et al Doc. 33

IN THE UNITED STATES DISTRICT COURT FOR THE DISTRICT OF COLORADO Judge Robert E. Blackburn

Civil Case No. 11-cv-1453-REB-KMT

DERRICK a. QUALS,

HYBRID FINANCE, LIMITED, an Israeli company,

and F CUBED.ca INVESTMENTS, LIMITED a Canadian company,

Plaintiffs,

٧.

WGC GROUP, INC. a Nevada company,

GEOFFREY H. LUNN,

MICHAEL SCHMIDT,

and VINCENT CURRY

Defendants.

ORDER GRANTING MOTION TO CORRECT CLERICAL ERRORS

Blackburn, J.

The matter before me is **Defendant** [*sic*] **Hybrid Finance**, **Ltd.'s Motion To Correct Clerical Errors in Order Granting Plaintiff Hybrid Finance Ltd.'s Second Motion for Default Judgment** [#28] [#30]¹ filed June 20, 2012. Plaintiff points out limited but critical clerical errors in my Order granting its motion for default judgment. The motion is well-taken and will be granted.²

¹ "[#30]" is an example of the convention I use to identify the docket number assigned to a specific paper by the court's electronic case filing and management system (CM/ECF). I use this convention throughout this order.

² Plaintiff's estimable candor in pointing out the court's error in awarding it \$50,000 more than requested by its motion for default judgment is noted and appreciated.

THEREFORE, IT IS ORDERED as follows:

1. That Defendant [sic] Hybrid Finance, Ltd.'s Motion To Correct Clerical Errors

in Order Granting Plaintiff Hybrid Finance Ltd.'s Second Motion for Default Judgment

[#28] [#30] filed June 20, 2012, is **GRANTED**; and

2. That the Order Granting Plaintiff Hybrid Finance, Ltd's Second Motion for

Default Judgment [#28] filed June 6, 2012, SHALL BE AMENDED in the following

particulars:

a. That the final, partial, paragraph on page 2 is **AMENDED** to read: "Plaintiff

thus seeks to recover the \$200,000 it invested in the fraudulent scheme perpetuated by

defendants";

b. That the first sentence of footnote 4, page 3, is **AMENDED** to read:

"Although plaintiff requests that pre-judgment interest run from 'October, 2010,' the evidence

establishes that the \$200,000 was wired to Curry on October 28, 2010";

c. That paragraph 2, page 3, is **AMENDED** to provide: "That default judgment

SHALL ENTER on behalf of plaintiff, Hybrid Finance Limited, an Israeli company, against

defendants WGC Group Inc., a Nevada corporation, Geoffrey H. Lunn, and Vincent Curry on

plaintiff's claim for relief for unjust enrichment'; and

d. That paragraph 3, page 3, is **AMENDED** to provide: "That plaintiff is

AWARDED damages against defendant WGC Group Inc., Geoffrey H. Lunn, and Vincent

Curry, jointly and severally, in the amount of \$200,000."

Dated June 25, 2012, at Denver, Colorado.

BY THE COURT:

Robert E. Blackburr

United States District Judge

2