

<p>DISTRICT COURT, EL PASO COUNTY, COLORADO          Address: 270 South Tejon Street          Colorado Springs, CO 80903          Telephone: (719) 452-5000</p>	<p>DATE FILED: November 3, 2021 7:51 AM</p> <p style="text-align: center;">▲ COURT USE ONLY ▲</p>
<p>SCOTT PRIBBLE; JORDAN MITCHELL; JASON WOODWARD; RIC GREGSON; MICHELLE MARTIN; KELSEY ANDERSON; KATELYN MEEKS; KAYLEEN HUNTER; LAURA HORNER; SHIANNE PEREA; SEAN CONWAY; SERAPHINA TWINING; MICHELLE CRAFT; GREG MUSE; JOSEPH ROEBUCK; DAVID DOOLE; KIMBERLY RICKERBY; and MELANIE SHRYACK,</p> <p style="text-align: center;">Plaintiffs,</p> <p style="text-align: center;">v.</p> <p>RICHARD E. REYNOLDS,</p> <p style="text-align: center;">Defendant.</p>	
	<p>Case Number: 2020CV031324</p> <p>Division: 7</p>
<p><b>[PROPOSED] ORDER AND JUDGMENT</b></p>	

THE MATTER before the Court is the above-captioned Plaintiffs' oral motion for entry of default and default judgment. The matter was heard at 9:00 a.m. on November 1, 2021, the first day of the bench trial scheduled in this morning. Defendant Richard E. Reynolds ("Defendant") did not appear. Being fully advised in the premise, the Court HEREBY FINDS:

1. Defendant was properly served the Third Amended Complaint and Jury Demand ("Complaint"), Summons, and Civil Cover Sheet in this matter.
2. Venue is proper in this Court.
3. Defendant is competent to be sued and have judgment rendered against him.
4. After answering the Complaint on or about March 24, 2021, Defendant has been non-participatory in this matter. Among other things, and despite being on notice of their occurrence and his obligation to participate, Defendant failed to appear at the first pretrial readiness

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conference on October 6, 2021 and the second pretrial readiness conference on October 29, 2021. Defendant is in a state of default. Defendant was on notice of, but failed to appear for, trial commencing on November 1, 2021.

5. Plaintiffs have each alleged against Defendant six claims for relief: (a) breach of contract; (b) unjust enrichment; (c) promissory estoppel; (d) civil theft; (e) violations of the Colorado Consumer Protection Act (Colo. Rev. Stat. § 6-1-102 *et seq.*); (f) and fraudulent inducement.

6. By testimony and representation, Plaintiffs have set forth adequate evidence demonstrating that Defendant is liable for all of the Plaintiffs' six claims for relief. Specifically, the Court finds that Defendant is liable to each Plaintiff for (a) breach of contract; (b) unjust enrichment; (c) promissory estoppel; (d) civil theft; (e) violations of the Colorado Consumer Protection Act (Colo. Rev. Stat. § 6-1-102 *et seq.*); (f) and fraudulent inducement. The Court expressly finds that Defendant's conduct was fraudulent in nature.

7. By testimony and representation, Plaintiffs have set forth adequate evidence that they have been damaged because of Defendant's liability on their six claims for relief.

8. The Court finds that Plaintiffs' damages are liquidated sums capable of ready demonstration and precise quantification.

9. As set forth in the operative Complaint, Plaintiffs have alleged against Defendant two claims for relief—civil theft and violations of the Colorado Consumer Protection Act—entitling them to an award against Defendant of treble damages, attorneys' fees, and costs. *See* Colo. Rev. Stat. §§ 18-4-405, 13-17-113(2)(b). The civil theft and Colorado Consumer Protection Act claims independently entitle Plaintiffs to such an award. *See id.*

10. Independently, Defendant's conduct in this litigation lacks substantial justification within the meaning of Colo. Rev. Stat. § 13-17-102(2), (4). Specifically, the Court finds that Defendant's conduct in the defense of this action was interposed for purposes of delaying and/or expanding the proceeding by his improper conduct, namely his failure to appear at court-ordered hearings and by failing to otherwise participate. The Court finds that, as a *pro se* litigant, Defendant is bound by the requirements of Colo. Rev. Stat. § 13-17-102(6). Defendant's conduct caused Plaintiffs to suffer unnecessary delays and incur expenses that, but for Defendant's conduct, they would not have suffered and incurred. Defendant's conduct has likewise caused the Court to go to unnecessary lengths to accommodate his conduct.

THE COURT THUS ORDERS AS FOLLOWS:

11. Judgment in favor of each Plaintiff, and against Defendant, hereby ENTERS on Plaintiffs' six claims for relief. Specifically, judgment enters as follows:

- a. In favor of Scott Pribble, and against Defendant, for the principal sum of \$10,499<sup>1</sup> which, when trebled, is \$31,497.
- b. In favor of Jordan Mitchell, and against Defendant, for the principal sum of \$7,000 which, when trebled, is \$21,000.
- c. In favor of Jason Woodward, and against Defendant, for the principal sum of \$9,400 which, when trebled, is \$28,200.
- d. In favor of Ric Gregson, and against Defendant, for the principal sum of \$13,000 which, when trebled, is \$39,000.
- e. In favor of Michelle Martin, and against Defendant, for the principal sum of \$12,500 which, when trebled, is \$37,500.
- f. In favor of Kelsey Anderson, and against Defendant, for the principal sum of \$22,000 which, when trebled, is \$66,000.
- g. In favor of Katelyn Meeks (n/k/a Olson), and against Defendant, for the principal sum of \$14,000 which, when trebled, is \$42,000.
- h. In favor of Kayleen Hunter, and against Defendant, for the principal sum of \$10,000 which, when trebled, is \$30,000.
- i. In favor of Laura Horner (n/k/a Peterson), and against Defendant, for the principal sum of \$8,250 which, when trebled, is \$24,750.
- j. In favor of Shianne Perea, and against Defendant, for the principal sum of \$2,000 which, when trebled, is \$6,000.
- k. In favor of Sean Conway, and against Defendant, for the principal sum of \$9,000 which, when trebled, is \$27,000.
- l. In favor of Seraphina Twining (n/k/a Munsch), and against Defendant, for the principal sum of \$7,500 which, when trebled, is \$22,500.
- m. In favor of Michelle Craft, and against Defendant, for the principal sum of \$18,000 which, when trebled, is \$54,000.

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<sup>1</sup> At hearing, Plaintiffs' counsel may inadvertently have said "\$14,499." The correct figure, as reflected here, is \$14,499.

- n. In favor of Greg Muse, and against Defendant, for the principal sum of \$8,500 which, when trebled, is \$25,500.
- o. In favor of Joseph Roebuck, and against Defendant, for the principal sum of \$5,000 which, when trebled, is \$15,000.
- p. In favor of David Doole, and against Defendant, for the principal sum of \$17,000 which, when trebled, is \$51,000.
- q. In favor of Kimberly Rickerby (n/k/a Hickenbottom), and against Defendant, for the principal sum of \$11,500 which, when trebled, is \$34,500.
- r. In favor of Melanie Shryack, and against Defendant, for the principal sum of \$10,500 which, when trebled, is \$31,500.

12. Judgment **THUS ENTERS** in the principal amount of \$195,599 in favor of Plaintiffs, and against Defendant, which, when trebled, is \$586,797.

13. The Court **AWARDS** Plaintiffs their attorneys' fees and costs because of Defendant's civil theft and violations of the Colorado Consumer Protection Act (Colo. Rev. Stat. § 6-1-113(2)(b)). The Court independently awards attorneys' fees and costs under both of these claims for relief. In addition, the Court's finding that Defendant violated Colo. Rev. Stat. § 13-17-102(2), (4) permits such an award, and the Court so makes this award independently.

14. The Court's award of attorneys' fees and costs **SHALL BE APPLIED** on a *pro rata* basis to each Plaintiff.


15. Within fourteen (14) days of the date of this Order, Plaintiffs' counsel **SHALL SUBMIT** Plaintiffs' bill of costs and fees briefly summarizing the basis therefor. Defendant **SHALL FILE** any opposition within twenty-one (21) days of Plaintiffs' counsel submission. Plaintiffs' counsel **SHALL FILE** any reply within seven (7) days thereafter. Upon review, such sums shall become part of this Order without further proceedings.

16. Plaintiffs **ARE ENTITLED** to statutory pre-judgment interest from the date of each Plaintiff's payment to Defendant. Post-judgment interest **SHALL ACCRUE** at the statutory rate of eight percent (8%) *per annum*. Post-judgment interest **SHALL APPLY** to the entire judgment, including that portion representing treble damages and attorneys' fees and costs. *See* Colo. Rev. Stat. § 13-21-101; *Sperry v. Field*, 205 P.3d 365, 368 (Colo. 2009). Plaintiffs are entitled to all fees and costs, including attorneys' fees, incurred in collecting this judgment.

17. The Court **RETAINS JURISDICTION** to enforce this judgment.

**DONE, ORDERED, and ENTERED** this 3 day of November, 2021.

BY THE COURT:

  
District Court Judge