

Goldman v WE Family LLC
2026 NY Slip Op 31678(U)
April 13, 2026
Supreme Court, New York County
Docket Number: Index No. 659417/2025
Judge: Emily Morales-Minerva
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SUPREME COURT OF THE STATE OF NEW YORK
COUNTY OF NEW YORK: PART 42M

-----X
JUSTIN GOLDMAN,

Plaintiff,

- v -

WE FAMILY LLC,STEM DISINTERMEDIA INC.,

Defendants.

INDEX NO. 659417/2025

MOTION DATE 01/08/2026

MOTION SEQ. NO. 001

**DECISION + ORDER ON
MOTION**

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The following e-filed documents, listed by NYSCEF document number (Motion 001) 9, 10, 11, 12, 13, 14, 15, 16, 17, 18, 19, 20, 21, 22

were read on this motion to/for JUDGMENT - DEFAULT

APPEARANCES:

KINCAID LAW PLLC, New York, NY (Andrew Lawrence Kincaid, Esq.,
of counsel), for plaintiff

EMILY MORALES-MINERVA, J.S.C.

In this action sounding in breach of contract and unjust enrichment, plaintiff JUSTIN GOLDMAN (plaintiff) moves, pursuant to CPLR § 3215, for an order granting it leave to enter a default judgment against defendant WE FAMILY LLC f/s/o DONALD BROOKS p/k/a "LIL DONALD" in the amount of \$776,040.00.¹

Defendant does not appear or submit opposition to the motion (sequence number 01).

¹ On December 16, 2025, plaintiff and defendant STEM DISINTERMEDIA INC. entered into a stipulation of discontinuance, discontinuing the action in its entirety against defendant STEM DISINTERMEDIA INC.

When a defendant fails "to appear, plead or proceed to trial of an action reached and called for trial, or when the court orders a dismissal for any other neglect to proceed, the plaintiff may seek a default judgment against [the defendant]" (CPLR § 3215 [a]). To establish entitlement to a default judgment, plaintiff must file (1) proof it served defendant with the summons and complaint, and (2) "proof of the facts constituting the claim, the default, and the amount due . . . by affidavit made by the party" (see CPLR § 3215 [f]; see also Woodson v Mendon Leasing Corp., 100 NY2d 62, 70 [2003] [providing that "an applicant for a default judgment [must] file 'proof by affidavit made by the party of the facts constituting the claim'"]; 231st Riverdale LLC v 7 Star Home Furniture Inc., 198 AD3d 524, 525 [1st Dept 2021]; Feffer v Malpeso, 210 AD2d 60 [1st Dept 1994]).

In order to prevail on a breach of contract claim, a plaintiff must establish that (1) a contract exists between the parties; that (2) plaintiff performed in accordance with the contract; that (3) defendants breached their contractual obligations; and that (4) defendants breach resulted in damages (see generally 34-06 73, LLC v Seneca Ins. Co., 39 NY3d 44, 51 [2022] [quotations and citations omitted]). An unsigned contract may be enforceable if there is objective evidence

establishing that the parties intended to be bound (see Flores v The Lower East Side Service Center, Inc., 4 NY3d 363 [2005]).

To state a claim for unjust enrichment, a plaintiff must show "that (1) the other party was enriched, (2) at that party's expense and (3) that it is against equity and good conscience to permit [the other party] to retain what is sought to be recovered" (Mandarin Trading Ltd. v Wildenstein, 16 NY3d 173, 182 [2011] [internal quotation marks omitted]).

Here, plaintiff does not demonstrate its entitlement to entry of a default judgment against defendant on either cause of action. The Producer Agreement is unsigned, and plaintiff submits no evidence that the parties to the Producer Agreement intended to be bound (see New York State Court Electronic Filing System [NYSCEF] Doc. No. 11, exhibit 1 to default judgment motion, unsigned producer agreement).

Further, though plaintiff alleges that non-party Timothy Daniel Few assigned his right to payment pursuant to the Producer Agreement to plaintiff, the assignment agreement demonstrates that the purported rights under the Producer Agreement were assigned to non-party JustGold Management -- not to plaintiff individually (see NYSCEF Doc. No. 12, exhibit 2 to default judgment motion, royalty assignment entered into between non-party Timothy Daniel Few and non-party JustGold Management).

Accordingly, it is hereby

ORDERED that plaintiff's motion (seq. no. 001), pursuant to CPLR § 3215, for a default judgment, is dismissed without prejudice; it is further

ORDERED that, within fifteen days from the date of this decision and order, plaintiff shall serve a copy of this order, with notice of entry, upon defendant; it is further

ORDERED that plaintiff shall bring a renewed default judgment motion, with sufficient evidence, within 90 days from the date of this decision and order; and it is further

ORDERED that the Clerk of Court shall mark the file accordingly.

4/13/2026
DATE


EMILY MORALES-MINERVA, J.S.C.

CHECK ONE:

CASE DISPOSED
GRANTED DENIED
SETTLE ORDER
INCLUDES TRANSFER/REASSIGN

NON-FINAL DISPOSITION
GRANTED IN PART
SUBMIT ORDER
FIDUCIARY APPOINTMENT

OTHER
REFERENCE

APPLICATION:

CHECK IF APPROPRIATE: