

IN THE UNITED STATES DISTRICT COURT
WESTERN DISTRICT OF ARKANSAS
HARRISON DIVISION

N.R. SMITH, LLC

PLAINTIFF

v.

Civil No. 07-3055

WAYNE A. HICKS and LORI HICKS,
husband and wife; WAYNE HICKS
d/b/a Shake It Up Club; MY ICIS,
INC.; WAYNE HICKS ENTERPRISES,
INC. d/b/a Wirestream Internet
Services, and d/b/a Wirestream
KVB, and d/b/a Wirestream Marketing,
and d/b/a Wirestream Media, and
d/b/a Wirestream Networks, and
d/b/a Wirestream Printing, and
d/b/a Wirestream Productions, and
d/b/a Wirestream Records, and
d/b/a Wirestream Security; HOUSE
OF ROCK THEATRE, INC.; KIRBY
VANBURCH THEATRE, INC.; WIRESTREAM
INTERNET SERVICES, INC.; WIRESTREAM
MARKETING, INC.; WIRESTREAM MEDIA,
INC.; WIRESTREAM NETWORKS, INC.;
WIRESTREAM PRINTING, INC.; WIRESTREAM
PRODUCTIONS, INC.; WIRESTREAM RECORDS,
INC.; WIRESTREAM SECURITY, INC.

DEFENDANTS

JUDGMENT

Now on this 6th day of October, 2008, the Court takes up for final consideration and the entry of judgment plaintiff's **Motion And Brief In Support Of Motion For Default Judgment** (document #18) and **Amended Motion And Brief In Support Of Motion For Default Judgment** (document #19), and the Court, being well and sufficiently advised, finds and orders as follows:

1. In this suit, plaintiff alleged fraud, constructive fraud, constructive trust, conversion, and fraudulent transfer

under **A.C.A. §4-59-204**, with regard to the transfer of funds through accounts owned or controlled by defendants. All defendants as to whom service of process was perfected are in default. Plaintiff indicated its intention to dismiss its claims against My Icis, Inc., as to whom service had not been perfected. The Court will, by this Judgment, dismiss plaintiff's claims against My Icis, Inc., without prejudice.

2. Plaintiff also indicated its intention to dismiss its claims for business damages and punitive damages. As a result, those forms of damages have not been considered in computing the amount of damages to which plaintiff is entitled.

3. By Order dated June 11, 2008, the Court found that entry of default judgment as to all defendants other than My Icis, Inc., would be appropriate when the issues of damages, attorney's fees and costs were resolved. Plaintiff thereupon proved itself entitled to damages in the amount of \$607,662.39, with pre-judgment interest from August 1, 2006, until the date of judgment. Because no amount of pre-judgment interest was agreed between the parties, the Court will award such interest at the rate of 6% per annum, pursuant to **Ark. Const. Art. 19, §13**.

4. The Court has this date determined that plaintiff is entitled to an award of costs in the amount of \$850.00.

IT IS THEREFORE ORDERED that plaintiff have judgment, both jointly and severally, against all defendants except My Icis, Inc.,

for damages in the amount of \$607,662.39, plus interest in the amount of \$79,612.13, plus costs of \$850.00, for a total of Six Hundred Eighty-Eight Thousand One Hundred Twenty-Four and 52/100 Dollars (\$688,124.52), same to bear interest from the date of judgment until the date of satisfaction of judgment at the rate of 1.59% per annum.

IT IS FURTHER ORDERED that plaintiff's claims against separate defendant My Icis, Inc., are hereby **dismissed without prejudice**.

IT IS SO ORDERED.

/s/ Jimm Larry Hendren
JIMM LARRY HENDREN
UNITED STATES DISTRICT COURT