



Case No. 1:11-CV-00823  
Gwin, J.

(citations omitted.). HICA filed copies of the promissory notes, signed by Stang, and an affidavit of indebtedness. [Doc. [14-1](#), [14-2](#), [14-3](#), [14-4](#), [14-5](#), [14-7](#).] Stang, who apparently admits he executed the notes and that they are due, has not submitted evidence of the nonexistence, extinguishment, or variance in payment of his obligations. *See* [Doc. [5-1](#), [15](#).]

Accordingly, HICA “shows that there is no genuine dispute as to any material fact,” and is “entitled to judgment as a matter of law.” [Fed. R. Civ. P. 56\(a\)](#). The Court therefore **GRANTS** the motion for summary judgment and awards HICA \$139,451.14, plus interest at \$8.71 per day through the date of judgment.

IT IS SO ORDERED.

Dated: November 29, 2011

*s/* \_\_\_\_\_ *James S. Gwin*  
JAMES S. GWIN  
UNITED STATES DISTRICT JUDGE