

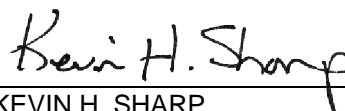
Opinion, the Court finds that SNA has the right to enforce the Guaranty Agreements, and that Messrs. Smith and Thaxton (or his estate) are individually liable, jointly and severally, to SNA under the Guaranty Agreements for the damages already assessed against Smith & Thaxton, Inc. The Court has further concluded that the liquidated-damages provision in the License Agreements is enforceable and that SNA is therefore entitled to the full amount of damages sought in its complaint and the renewed motion for summary judgment.

The Court hereby **REJECTS** the magistrate judge's Report & Recommendation (ECF No. 68) and **GRANTS** the renewed motion for summary judgment (ECF No. 41). Defendants Andre Smith and Ballard Thaxton's estate are jointly and severally liable on the default judgment previously entered against Smith & Thaxton, Inc., in the amount of \$59,430.27, plus prejudgment interest in the amount of \$168.20 and post-judgment interest at the statutory rate, dating from May 2, 2014.

All other pending motions are **DENIED** as moot.

The Clerk is **DIRECTED** to enter Judgment in a separate document in accordance with Rule 58 of the Federal Rules of Civil Procedure.

It is **SO ORDERED**.



KEVIN H. SHARP
Chief Judge
United States District Court