

STATE OF NORTH CAROLINA
COUNTY OF UNION

IN THE GENERAL COURT OF JUSTICE
SUPERIOR COURT DIVISION
18-CVS-4756

PLANET BALLROOM
INTERNATONAL, INC.

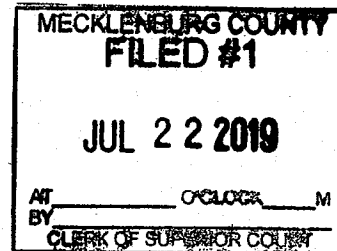
Plaintiff,

vs.

LAKE NORMAN BALLROOM DANCE
CO., JANINE DIPIERRO and
HAYWARD TODD LIDDELL, IV,

Defendants.

CONSENT JUDGMENT



This matter came before the Court on July 22, 2019 at which time counsel for Plaintiff, Stephen d. Koehler, and counsel for Defendant Hayward Todd Liddell, IV, Cameron Caudle, announced that these parties had agreed to resolve the claims between them by the entry of this Consent Judgment. Based on the record in this case and the representations of the parties, the Plaintiff and Defendant Hayward Todd Liddell, IV have stipulated to and the Court makes the following findings of fact:

1. Plaintiff is a corporation organized and existing under and by virtue of the laws of the State of North Carolina, with its principal place of business in Charlotte, Mecklenburg County, North Carolina.
2. Defendant Hayward Todd Liddell, IV (hereinafter "Liddell") is a citizen and resident of Charlotte, North Carolina.
3. On September 8, 2014, the defendant Liddell executed and delivered to Plaintiff a Promissory Note (hereinafter the Note) in the principal amount of Forty-One Thousand Two Hundred Dollars (\$41,200.00) evidencing his indebtedness to Plaintiff. A true and accurate copy of Note is attached to the Complaint in this matter as Exhibit C.
4. On 7/1/17 Liddell defaulted under the terms of the Note for failure to pay the amounts due under the Note.
5. The principal balance on the Note at the time of default was Thirty-Eight Thousand Dollars (\$38,000.00.)
6. Despite Plaintiff's demand of payment, Liddell has failed and refused to pay the indebtedness due Plaintiff under the Note.

7. Pursuant to the Note, Liddell agreed to pay interest at the rate of twelve per cent (12%) per annum after default until paid.

8. Pursuant to the Note, Liddell agreed to pay the reasonable costs and expenses incurred by Plaintiff in regards to its efforts to collect the unpaid balance of the Note plus all accrued interest thereon.

9. Pursuant to the Note, Liddell agreed to pay reasonable attorneys fees, which the parties have stipulated to be fifteen per cent (15%) of the outstanding balance owing on said Note at the time of Judgment.

10. Plaintiff is entitled to recover these reasonable attorney fees pursuant to N.C. Gen. Stat. § 6-21.2.

11. Plaintiff and Liddell further stipulate that all other claims of Plaintiff against Liddell set forth in the Complaint and all claims of Liddell against Plaintiff set forth in Liddell's Counterclaim should and shall be dismissed with prejudice.

Accordingly, it is hereby Ordered, Adjudged, and Decreed:


1. Judgment is hereby entered in favor of Plaintiff against Defendant Hayward Todd Liddell, IV in the amount of Thirty-Eight Thousand Dollars (\$38,800.00) plus interest at the contract rate of twelve per cent (12%) from 9/1/17 until paid;

2. Plaintiff recover from Defendant Hayward Todd Liddell, IV the costs and expenses incurred in this action including reasonable attorney's fees fifteen per cent (15%) of the outstanding balance owing on said Note at the time of Judgment;

3. Plaintiff's claims against Defendant Hayward Todd Liddell, IV set forth in the Complaint are dismissed with prejudice;

4. Defendant Hayward Todd Liddell, IV's claims against Plaintiff set forth in Liddell's Counterclaim are dismissed with prejudice.

This 15th day of July, 2019.



JUDGE PRESIDING

MECKLENBURG COUNTY SUPERIOR COURT

Consented to:

Hayward Todd Liddell, IV

Hayward Todd Liddell, IV
Defendant

STATE OF NORTH CAROLINA

COUNTY OF MECKLENBURG COUNTY

BEFORE ME, the undersigned Notary Public, personally appeared Isaac Montanya, who being by me duly sworn did state upon his oath (or did affirm) that he executed the foregoing instrument (Consent Judgment) for the purposes and consideration and in the capacity therein expressed.

Sworn to and subscribed before me this the 15 day of July, 2019.

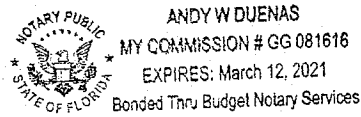
Date: 7/15/19

[Handwritten Signature]
[Official Signature of Notary]

[Official Seal]

Andy Duenas
[Notary's printed or typed name], Notary Public

My commission expires: March 12, 2021



Further consented to by:

This the 22nd day of July 2019.

[Handwritten Signature]

Stephen D. Koehler, Esq.
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[Handwritten Signature]

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