

NORTH CAROLINA)
 :
 DAVIDSON COUNTY)

IN THE GENERAL COURT OF JUSTICE
SUPERIOR COURT DIVISION

11 CVS 2590
2014 OCT 16 P 2:30

WILLIAM HAIRSTON, JR.,)
)
 Plaintiff,)

DAVIDSON COUNTY C.S.C.

BY _____

ORDER

v.)
)

ASHWELL BENNETT HARWARD,)
 JR.,)
)
 Defendant.)

This matter coming on to be heard and being heard before the Honorable Joseph N. Crosswhite, Superior Court Judge presiding, and a jury duly impaneled at the August 11, 2014 term of Davidson County Civil Superior Court, and the Plaintiff and the Defendant having offered evidence, and the jury having answered the issues submitted as follows:

1. Was the Plaintiff injured by the negligence of the Defendant?

Answer: Yes

2. What amount is the Plaintiff entitled to recover for personal injury?

Answer: \$263,000.00

On September 15, 2014 Defendant filed a Motion for Setoffs and Credits and requested that the Court hear the Motion prior to entering any judgment in this matter; that the hearing on Defendant's Motion was held on October 1, 2014 at which time the parties, with the guidance and assistance of the Court, agreed as follows:

1. The parties agree that Defendant is entitled to setoffs or credits totaling \$33,000.00 for the reasons set out in Defendant's September 15, 2014 Motion and that said setoffs or credits should be applied so that the judgment amount will be \$230,000.00, that the judgment should provide for prejudgment interest on \$230,000.00 at the legal rate from the date the complaint was filed and that Plaintiff waives costs;

2. The parties agree that prejudgment interest on the \$230,000.00 is tolled as of October 1, 2014 so that no prejudgment interest shall accrue from October 1, 2014 until judgment is entered in this matter;

3. The parties continue to disagree over whether the Clerk of Court should be ordered to credit the judgment ultimately entered in this case by the amount of the \$145,000.00 underinsured motorists coverage payment made by Erie Insurance Exchange ("Erie") to Plaintiff on September 11, 2014; In light of this disagreement, the parties agree to refrain from seeking a ruling on this disagreement from this Court until the mandate from the North Carolina Supreme Court in the case of Wood v. Nunnery, No. 100PA14, currently before the Supreme Court on discretionary review, inasmuch as the Wood case may be dispositive of this disagreement between the parties; Once the Supreme Court has decided Wood, the parties agree to reconvene before the undersigned for a hearing and ruling upon their disagreement;

4. The parties agree that the undersigned should retain jurisdiction of this case in order to resolve their disagreement by a future hearing and enter the judgment in this case; and

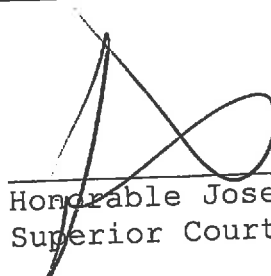
5. The parties agree to waive any and all irregularities so that this Order may be entered;

It is, therefore, ORDERED, ADJUDGED and DECREED that:

1. The agreement of the parties as set out above is adopted and approved by the Court in all respects; and

2. The undersigned retains jurisdiction of this case for the purposes set out above and until such time as the judgment is entered in this matter.

This the 14 day of October, 2014.



Honorable Joseph N. Crosswhite,
Superior Court Judge Presiding