

STATE OF NORTH CAROLINA
COUNTY OF CHOWAN

IN THE GENERAL COURT OF JUSTICE
SUPERIOR COURT DIVISION
FILE NO. 22CVS000198-200

UNITED DAUGHTERS OF THE
CONFEDERACY, NORTH CAROLINA
DIVISION, INC.; NORTH CAROLINA
DIVISION OF THE SONS OF
CONFEDERATE VETERANS, INC.; and
THE COLONEL WILLIAM F. MARTIN
CAMP 1521 OF THE SONS OF
CONFEDERATE VETERANS,

Plaintiffs,

v.

TOWN OF EDENTON, by and through JIMMY
STALLINGS, MAYOR OF EDENTON,
NORTH CAROLINA,

Defendant.

ORDER

THIS MATTER came on for hearing before the undersigned Superior Court Judge Presiding at the August 25, 2025 Chowan County Civil Session of Superior Court, upon Plaintiff North Carolina Division of the Sons of Confederate Veterans, Inc.’s (“Plaintiff SCV”) Motion to Amend, dated April 8, 2025, and Motion to Consolidate, dated April 11, 2025, and Defendant Town of Edenton’s (“Defendant Town”) Motion to Dismiss set forth as the First and Second Defense in Defendant Town’s Answer dated February 6, 2023. H. Edward Phillips, III, appeared via WebEx on behalf of Plaintiffs United Daughters of the Confederacy, North Carolina Division, Inc. (“Plaintiff UDC”) and The Colonel William F. Martin Camp 1521 of the Sons of Confederate Veterans (“Plaintiff William F. Martin Camp”). James Barrett Wilson, Jr. and Steven P. Rader appeared on behalf of Plaintiff SCV. M. H. Hood Ellis and Zachary M. Robeson appeared on behalf of Defendant Town.

Having considered the memoranda, arguments of counsel for the parties, the pleadings and filings of record, and Defendant Town's March 5, 2025, Memorandum of Understanding with the County of Chowan, to which counsel for Plaintiffs UDC and William F. Martin Camp stated his parties' consent, the Court finds that Plaintiff SCV's Motion to Amend and Motion to Consolidate should, in the Court's discretion, be denied, and Defendant Town's Motion to Dismiss should be granted.

THEREFORE, IT IS ORDERED, ADJUDGED, AND DECREED as follows:

- (1) Plaintiff SCV's Motion to Amend be and same is hereby **DENIED**;
- (2) Plaintiff SCV's Motion to Consolidate be and same is hereby **DENIED**;
- (3) Defendant Town's Motion to Dismiss be and same is hereby **GRANTED** as to Plaintiffs UDC and William F. Martin Camp as those parties have consented to the Memorandum of Understanding, but did not file any pleadings on the issue of the MOU, and the claims asserted by said parties are thereby rendered moot;
- (4) Defendant Town's Motion to Dismiss be and same is hereby **GRANTED** as to Plaintiff SCV;
- (5) The Restraining Order entered in this cause on March 30, 2023, is hereby **DISSOLVED**;
- (6) Plaintiff SCV's oral Motion to Stay this Order pending appeal made in open court be and same is hereby **DENIED**; and
- (7) In accordance with the foregoing, this action is dismissed without prejudice and the costs and expenses are taxed against the Plaintiffs.

SO ORDERED, this the ____ day of 8/27/2025, 2025.

A handwritten signature in black ink, appearing to read "WJ Sermons, Jr.", written over a horizontal line.

The Honorable Wayland J. Sermons, Jr.
Superior Court Judge Presiding