

IN THE UNITED STATES DISTRICT COURT  
WESTERN DISTRICT OF ARKANSAS  
TEXARKANA DIVISION

JOHN WEED and DAWN WEED

PLAINTIFFS

vs.

Cause No. 10-CV-4062

DOMTAR A.W., LLC

DEFENDANT

**AGREED ORDER**

Come now Plaintiffs, Defendant and North American Rail Services and its insurer and request that this court enter the following agreed order:

1. Plaintiff John Weed (hereinafter plaintiff) was injured on April 15, 2010. He sustained severe injuries including a right lower leg amputation, injuries to the left leg, and several fractures of the spine, ribs, and clavicle.

2. A claim for workers compensation benefits was accepted as compensable by his employer North American Rail Services and its insurer (hereinafter collectively referred to as NARS) and the Plaintiff received and is currently receiving workers compensation benefits for indemnity and medical treatments.

3. Plaintiff has settled a third party liability claim and contends that he was not made whole. NARS has asserted a lien in the amount of \$313,645.00 dollars. Plaintiffs, Defendant and NARS agree that the settlement did not make Plaintiff whole.

4. Plaintiff has agreed to pay NARS \$5,000 dollars from the third party settlement in lieu of a hearing on the issue of whether he was made whole or not. This is a total compromise of any subrogation lien or claim whatsoever by NARS against the third party settlement, plaintiffs, defendant, their attorneys, heirs or assigns.

5. Plaintiff is still eligible for continuing workers compensation benefits and this agreed order does not preclude the claimant from asserting his entitlement to all future workers compensation benefits regarding this injury. This includes but is not limited to permanent total disability and all future medical benefits.

6. All issues not addressed herein are specifically reserved.

Wherefore, the Plaintiffs, Defendant and NARS are requesting that this court enter this order whereby the claimant will pay NARS \$5,000 dollars in full satisfaction of any subrogation lien. The parties acknowledge that this order does not affect any claim for future workers compensation benefits of any sort in any way. Upon execution of this order Plaintiff agrees to pay \$5,000 dollars to NARS.

It is so ordered this 25<sup>th</sup> day of August, 2011.

/s/ Harry F. Barnes  
HARRY F. BARNES  
UNITED STATES DISTRICT JUDGE

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