

IN THE UNITED STATES DISTRICT COURT  
FOR THE MIDDLE DISTRICT OF TENNESSEE  
AT COLUMBIA

LEWIS W. POARCH,	)	
	)	
Plaintiff,	)	
	)	
v.	)	No. 1:14-cv-0069
	)	JUDGE HAYNES
	)	JURY DEMAND
	)	
JACOB C. FRITZ and OAKLEY	)	
TRUCKING, INC.,	)	
	)	
Defendants.	)	

**AGREED ORDER OF DISMISSAL AS TO THE UNINSURED MOTORIST CARRIER,  
SAFeway INSURANCE COMPANY**

It appears to the Court as evidenced by the signatures of counsel hereon that the applicable liability insurance limits for the Defendants, are equal to or greater than the uninsured motorist coverage limits of Safeway Insurance Company [hereinafter "SW"] in this cause. Based on representations made by and to the parties that the applicable liability insurance limits of the said Defendant is equal to or greater than the uninsured motorist coverage limits, the parties hereto are in agreement that it is appropriate for SW to be dismissed from this case with the provision that if for any reason hereafter, the liability insurance carrier for the Defendants deny coverage to the defendants and/or there is insufficient liability insurance type funds available to insure and indemnify the Defendants, for legal liability in this cause, and/or the liability insurance limits and/or uninsured motorist coverage limits are not as they were represented to and/or by the

parties, the Plaintiffs shall be allowed to renew their uninsured/underinsured motorist claim against SW. SW agrees that if such situation arises, that it will waive the affirmative defense with regard to the statute of limitations.

IT IS THEREFORE ORDERED the Complaint in this cause be and is hereby dismissed - without prejudice - to the Plaintiff as it pertains to SW, the uninsured/underinsured carrier of Plaintiff, and any court costs in this cause against SW, if any, shall be assessed at a later date, by further order of this court.

IT IS FURTHER ORDERED that in the event the liability insurance carrier for the Defendants, for whatever reason denies coverage to the Defendants and/or there are insufficient insurance type funds available to insure the indemnify the Defendants' legal liability in this cause and/or liability insurance limits and/or uninsured motorist coverage limits are not as they were represented to and/or by the parties, then the Plaintiff shall be allowed to renew his uninsured/underinsured motorist claim against SW. Any time limitation of action by law, statute, insurance policy or otherwise, is hereby waived by SW.

Entered this 8<sup>th</sup> day of August, 2014.

  
DISTRICT COURT JUDGE