

ALL-STATE LEGAL®
PLAINTIFF'S
EXHIBIT
01325-00

STATE OF CONNECTICUT)
COUNTY OF FAIRFIELD) SS. Bridgeport

Exhibit # 918
v
Case #
U.S. DISTRICT COURT
EASTERN DISTRICT OF TENNESSEE

C E R T I F I C A T I O N

THIS IS TO CERTIFY that the attached is a true and accurate
copy of the Agreement for Covenant not to Sue, Petition and
Order

from the records of the Office of Workmen's Compensation Commission,
State of Connecticut, Fourth District, in the case of:
John Gyana

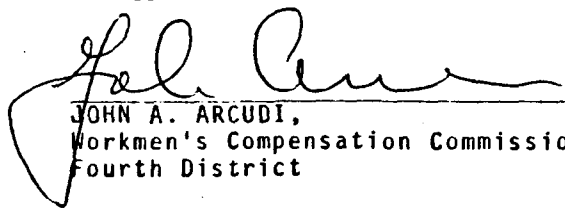
vs.

Raybestos Company, now Raybestos-Manhattan, Inc.

and

The American Surety Co. of N.Y.;
The Employers' Liability Assurance Corporation.

Given under my hand and seal this 29th day of AUGUST,
1978.


JOHN A. ARCUDI,
Workmen's Compensation Commissioner
Fourth District

ALL-STATE LEGAL®
PLAINTIFF'S
EXHIBIT
WV-009096

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JOHN GYANA, CLAIMANT	:	CORAM:
202 Denver Avenue	:	
Bridgeport, Conn.	:	COMPENSATION COMMISSIONER
Vs.	:	
RAYBESTOS COMPANY, now	:	FOURTH CONGRESSIONAL DISTRICT
RAYBESTOS MANHATTAN, INC	:	
And Employer	:	BRIDGEPORT, CONNECTICUT
THE AMERICAN SURETY CO OF N.Y.	:	
	:	
THE EMPLOYERS' LIABILITY	:	
ASSURANCE CORPORATION	:	DECEMBER 15, 1939
Insurer-Respondents	:	

Received
DEC 17 1939
Comp. Commissioner

AGREEMENT FOR COVENANT NOT TO SUE

PETITION AND ORDER

WHEREAS on or about the 12th day of February, 1938 and for a number of years prior thereto, the claimant, John Gyana, of Bridgeport, Connecticut, was an employe of the Raybestos Company now Raybestos-Manhattan, Inc., of Bridgeport, Connecticut and

WHEREAS the said employe and employer had accepted and were at all times mentioned herein subject to Part B of the Workmen's Compensation Act of the State of Connecticut, as amended and the employer had insured its liability thereunder for various periods during which the said claimant was employed with The American Surety Company of New York and The Employers' Liability Assurance Corporation, all of which said companies exist and do business under the laws of this State and are duly authorized to take such risks in this State, and

WHEREAS the claimant claims that on or about the 12th day of February, 1938 he suffered an occupation disease, to wit: Asbestosis, and further claims that said occupational disease resulted out of and in the course of his employment with the employer; and further claims that said disease is compensable; and further claims that he has been disabled from all work since February 12, 1938 and further claims that he will be disabled in the future, all which said claims each and all of said respondents deny, and

WHEREAS a partial hearing of said claim was held before the Compensation Commissioner of Said Fourth Congressional District will more fully appear in the files of said office, and

WHEREAS, the said John Gyana has a wife, Susie, who is a potential dependent, and

WHEREAS, the said claimant was represented at the aforesaid hearing and is now represented by counsel, and

WHEREAS it is the desire of the claimant and the said Raybestos-Manhattan, Inc., The American Surety Company of New York and the Employers' Liability Assurance Corporation, to reach an amicable adjustment of the above disputed claims to the end that further litigation be avoided and doubtful and disputed claims be rendered certain.

THIS IS TO CERTIFY that I, the claimant have agreed to receive from:

The American Surety Company of New York \$1861.49

The Employers' Liability Assurance Corp. \$38.51

making a total sum of NINETEEN HUNDRED and No/100 Dollars, and we the said insurer respondents do agree to pay to the claimant the sum above specified, to wit:

The American Surety Company of New York \$1861.49

The Employers' Liability Assurance Corp. \$38.51

in return for the following covenant not to sue, or make further claim

AND TO FURTHER CERTIFY that in consideration of said sums so paid, I, the claimant, do hereby, now and forever covenant and agree not to make any further claim against, sue or molest the employer, Raybestos-Manhattan, Inc., and all the insurer respondents above named, to wit: The American Surety Company of New York and The Employers' Liability Assurance Corporation, upon and as to said employer and said insurer respondents, only, to forthwith dismiss any and all such claims, suits or proceedings for compensation benefits, whether for compensation in any form payable to me under said Act or for surgical, medical or hospital benefits payable on my behalf and whether said claims have already arisen or hereafter might arise by reason of aforesaid claim for occupational disease and to forever refrain from instituting, pressing, collecting, or in any way aiding or proceeding upon any and all claims, demands, causes of action, suits, proceedings or adjudications whatever which I ever

have had, now have or may have against the employer and all said Insurance respondents by virtue of said aforesaid claim for compensation benefits arising out of said occupational disease, to wit: ASBESTOSIS.

AND I, Susie Gyana, wife of the aforesaid claimant John Gyana, do agree that in consideration of said sums so paid do hereby, now and forever covenant and agree not to make any further claim against, sue or molest the employer and the said insurer respondents above named, only, to forthwith dismiss any and all suits, claims and proceedings for compensation benefits in any form payable to me under said Act by virtue of said claim of an occupational disease by the said John Gyana while in the employe of the said employer respondents, who are parties to this agreement

It is hereby expressly understood and agreed that these presents may be pleaded by the employer and said insurer respondent referred to above, only, in bar of all suits or other proceedings whatever hereafter pending against the employer and said insurer respondents in breach of this covenant.

It is expressly understood and agreed that this instrument is not intended as a release or discharge of, nor as an accord of satisfaction with any other person whomsoever, but only as a covenant not to make any further claim against, or sue, and to the effect that the employer, Raybestos-Manhattan, Inc, and said American Surety Company of New York and Employers' Liability Assurance Corporation, insurer respondents, purchase peace and are hereby given peace upon any and all claims and matters whatsoever and more particularly, said claim for compensation for occupational disease, to wit: Asbestosis, herein referred to.

That we, the claimant and said respondents hereby submit the written agreement to the Compensation Commissioner of the Fourth Congressional District and respectfully ask that said agreement be approved.

It is also understood and agreed that no subrogation on the part of the Raybestos-Manhattan, Inc, The American Surety Company of New York or The Employers' Liability Assurance Corp., will be made against any monies collected by the Claimant

Company, The Black Rock Machine Shop or the Crane Valve Company.

In witness thereof we hereunto set our hands the day
and date first above written.

Witnesses:

[Signature]

John B. Pardy

John Gyana

Claimant

Susie Gyana

Potential Claimant. Wife.

RAYBESTOS COMPANY now
RAYBESTOS-MANHATTAN, INC
BY [Signature]

THE AMERICAN SURETY CO. OF NEW YORK

BY [Signature]

EMPLOYERS' LIABILITY ASSURANCE CORP.

BY [Signature]

Approved 15 day of December, 1939

[Signature]

Compensation Commissioner Fourth
Congressional District.