PLAINTIFF'S EXHIBIT
03310.00
ALL-STATE LEGAL®
Exhibit # 903
Case #
U.S. DISTRICT COURT
EASTERN DISTRICT OF TENNESSEE

STATE OF CONNECTICUT)
) SS. Bridgeport
COUNTY OF FAIRFIELD)

CERTIFICATION

THIS IS TO CERTIFY that the attached is a true and accurate copy of the Agreement to Compromise, Petition to Compromise and Order

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

James Cali

vs.

Raybestos Company, now Raybestos-Manhattan, Inc.

and

The Travelers Insurance Company;
The Hartford Accident and Indemnity Company;
The American Surety Co. of N.Y.;

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

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

PLAINTIFF'S EXHIBIT
WV-009081
ALL-STATE LEGAL®

B-407194

JAMES CALI, CLAIMANT.	) CORAM:
-VS-	)
RAYBESTOS COMPANY, now	) COMPENSATION COMMISSIONER
RAYBESTOS-MANHATTAN, INC. Employer.	)
And	) FOURTH CONGRESSIONAL DISTRICT
AMERICAN SURETY COMPANY and	)
HARTFORD ACCIDENT & INDEMNITY CO	) BRIDGEPORT, CONNECTICUT.
And TRAVELERS INSURANCE COMPANY Insurers	)
RESPONDENTS.	) ~~MAY 28,~~ June 1, 1937.

AGREEMENT TO COMPROMISE.

PETITION TO COMPROMISE.

And

ORDER.

Received JUN 10 1937 Compensation Commissioner Fourth Congressional District

WHEREAS on or about the 22nd. day of January 1937 and for a numbe of years prior thereto, at intermittent periods the claimant, Jam Cali, of Bridgeport, Connecticut was an employee of the Raybestos Company now Raybestos-Manhattan, Inc., of Bridgeport, Connecticut and

WHEREAS the said employee and employer had accepted and were at a times herein mentioned subject to Part B of the Workmen's Compensation Act of the State of Connecticut, as amended, and the emplo er had insured its liability thereunder for various periods duri which the said claimant was employed with the American Surety Co pany, the Hartford Accident and Indemnity Company, and The Trave Insurance Company, all of which said companies exist and do busi under the laws of this State and are duly authorized to take an risks in this State, and

WHEREAS the claimant claims that on or about the 22nd. day of Ja uary 1937 he suffered an occupational disease, to wit, asbestosi and further claims that said occupational disease arose out of in the course of his employment with the said employer; and fur

claims that said disease is compensable; and further claims that he has been disabled from all work since said January 22nd. 1937; and further claims that he will be disabled in the future, all of which said claims each and all of said respondents deny, and

WHEREAS the claimant and respondents are in further dispute as to the actual periods of employment of the said claimant with the said employer, and

WHEREAS the said claimant and the respondents are in further dispute as to the particular company carrying the compensation insurance during the periods of the said claimants' employment with the said employer, and

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

WHEREAS the said James Cali has a wife, Pauline and five minor children, to wit, Rosario, Peter, Rose, Salvatore and Joseph Cal all of whom are potential dependents, and

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

WHEREAS it is the desire of the claimant and the said respondent 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 the sum of Twenty Seven Hundre Dollars ($2,700.00), from the Hartford Accident and Indemnity Company the sum of Five Hundred and Fifty Dollars ($550.00) an from The Travelers Insurance Company the sum of Two Hundred an Fifty Dollars ($250.00), making a total sum of Two Thousand Five Hun Dollars ($3,500.00); and we the insurer respondents do agree t pay to the said claimant the sum above specified, to wit, The American Surety Company, Twenty Seven Hundred Dollars ($2,700. the Hartford Accident and Indemnity Company, Five Hundred and

Fifty Dollars ($550.00) and The Travelers Insurance Company, Two Hundred and Fifty Dollars ($250.00) in full accord and satisfactio of above disputed claims.

AND TO FURTHER CERTIFY that in consideration of said sums so paid, I, the claimant do hereby remise, release and forever discharge t employer and all the insurer respondents from all claims for compensation benefits whether for compensation in any form payable to me under said Act or for surgical, medical or hospital benefit payable on my behalf and whether said claims have already arisen or hereafter might arise by reason of aforesaid claim of occupational disease.

AND TO FURTHER CERTIFY that I, Pauline Cali, wife of aforesaid claimant, James Cali, do agree that in consideration of said sums so paid to remise, release and forever discharge each and all the above named respondents from any and all claims which I might hereafter have against any and all of them by reason of the alleged incurring of an occupational disease by the said James Cali while in the employ of the said employer-respondents,

AND TO FURTHER CERTIFY that I, the claimant, James Cali, as pare natural guardian and next friend of aforesaid minor children, potential dependents, and I, Pauline Cali, wife of said James Ca potential dependent, and mother of aforesaid minor children, an potential dependents, do, in further consideration of said sums paid, discharge each and all the above named respondents from a claims which might hereafter be made by them against any or all the above named respondents by reason of the aforementioned all incurring of an occupational disease by the said James Cali wh in the employ of the above named employer-respondent

AND TO FURTHER CERTIFY that we, the claimant and the respondent hereby submit the written agreement to the Compensation Commis of the Fourth Congressional District and respectfully ask that agreement may be approved with the force of a full and final a

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

Witnesses by
Edward J. Smith
M. E. Murphy

James Cali

Claimant, parent, natural guardian and next friend of Rosario, Peter, Rose, Salvatore and Joseph Cali; potential claimants.

Her Mark
Paulina (+) Cali

Potential claimant and parent.

RAYBESTOS COMPANY now
THE RAYBESTOS-MANHATTAN, INCORPORATED.
Employer.

BY _____

_____

_____
Its Attorneys.

THE AMERICAN SURETY COMPANY

BY Chas E Williamson

Its Attorney.

THE HARTFORD ACCIDENT AND INDEMNITY CO.

BY E Raymond Crowe

Its Attorney.

THE TRAVELERS INSURANCE COMPANY.

BY P. L. O'NEILL.

Its Attorney.

Approved June 10, 1937
E T Buckingham