PLAINTIFF'S EXHIBIT
01316.00
ALL-STATE LEGAL®
Exhibit # 909
v
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:

Gus Wargo

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.;
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

PLAINTIFF'S EXHIBIT
WV-009087
ALL-STATE LEGAL®

GUS WARGO, CLAIMANT.	CORAM:
VS	
RAYBESTOS COMPANY, now RAYBESTOS-MANHATTAN, INC. Employer.	COMPENSATION COMMISSIONER
and	FOURTH CONGRESSIONAL DIST.
AMERICAN SURETY COMPANY	
HARTFORD ACCIDENT AND INDEMNITY CO.	BRIDGEPORT, CONNECTICUT
TRAVELERS INSURANCE COMPANY	
EMPLOYERS LIABILITY ASSURANCE CORP. Insurers RESPONDENTS	May 9, 1939

AGREEMENT TO COMPROMISE

PETITION TO COMPROMISE

And

ORDER

WHEREAS, on or about the 4th day of November, 1938, and for a number of years prior thereto, the claimant, Gus Wargo, 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 herein mentioned 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, the Hartford Accident and Indemnity Company, The Travelers Insurance Company, and 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 4th day of November, 1938 he suffered an occupational disease, to wit; asbestosi and further claims that said occupational disease arose out of and in the course of his employment with the said employer; and further claims that said disease is compensable; and further claims that he has been disabled from all work since said November 4, 1938; 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, 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 Gus Wargo, has a wife, Rose.

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

WHEREAS, it is the desire of the claimant and the said respondents 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 Travelers Insurance Company the sum of $346.55

From the Hartford Accident and Indemnity Compahy the sum of $981.30

From The American Surety Company of New York the sum of $1074.00

From The Employers Liability Assurance Corp. the sum of $97.35;

making a total sum of $2,500.00; and we, the insurer respondents do agree to pay to the said claimant the sum above specified, to wit:

The Travelers Insurance Company $346.55;

The Hartford Accident and Indemnity Company $981.30;

The American Surety Company of New York $1074.80;

The Employers Liability Assurance Corporation $97.35;

in full accord and satisfaction 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 the 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 benefits 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, Rose Wargo, wife of aforesaid

claimant, Gus Wargo, do agree that in consideration of said sums so paid to remise, release and forever discharge each and all the abovenamed 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 Gus Wargo, while in the employ of the said employer-respondents.

AND TO FURTHER CERTIFY that we, theclaimant and the respondents, hereby submit the written agreement to the Compensation Commissioner of the Fourth Congressional District and respectfully ask that said agreement may be approved with the force of a full and final award.

IN WITNESS WHEREOF, we herounto set our hands the day and date first written above.

Witnessed by

Howard Rowland

M. E. Murphy

Gus Wargo
Claimant

Rose Wargo
Wife and potential claimant

RAYBESTOS COMPANY, now
RAYBESTOS-MANHATTAN, INC., Employer
By H. W. Hudson Asst. Sec'y.
Its Attorney

THE AMERICAN SURETY COMPANY
By

THE HARTFORD ACCIDENT AND INDEMNITY CO.
By

THE TRAVELERS INSURANCE COMPANY
By

THE EMPLOYERS LIABILITY ASSURANCE CORP.
By

Approved, May 9, 1939.

Compensation Commissioner
of the Fourth Congressional
District.