
Pleadings

Sumitomo Shoji America, Inc. v. Avagliano, 457
US 176 - Supreme Court 1982

1-9-1987

Steven A. Moll Letter to Magistrate Dolinger

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BY HAND

January 9, 1987

†P.C. NEW YORK, WASHINGTON, D.C.
AND VIRGINIA ONLY

The Honorable Michael H. Dolinger
United States District Court
Southern District of New York
Foley Square
New York, New York 10007

Re: Bellini and Incherchera v. Sumitomo Corp.
of America 86 Civ. 2975 (CHT)

Dear Magistrate Dolinger:

As per your request at yesterday's conference, I have enclosed the following documents regarding the settlement of the above-captioned action for your in camera review: (1) Settlement Agreement between Rosemay Bellini and Sumitomo Corporation of America ("SCOA"); (2) Settlement Agreement between Palma Incherchera and SCOA; (3) proposed Stipulation and Order withdrawing the above-captioned action with prejudice, except with regard to claims for attorneys fees and costs; and (4) letter to Gregory K. Hiestand, Esq. from Lewis M. Steel dated January 7, 1987 regarding Ms. Bellini's and Ms. Incherchera's obligation to maintain the confidentiality of the terms of their settlement with SCOA.

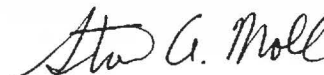
I have also enclosed the following side letters which contain information not found in the Settlement Agreements: (1) letter to Lewis M. Steel, Esq. from Gregory K. Hiestand, Esq. dated January 6, 1987 and signed by both parties confirming, for possible use in unemployment compensation proceedings, that Ms. Bellini and Ms. Incherchera resigned from SCOA at SCOA's request; and (2) letter to Gregory K. Hiestand, Esq. from Lewis M. Steel, Esq. dated January 7, 1987 and signed by both parties, confirming that the Settlement Agreements signed by Ms. Bellini and Ms. Incherchera do not terminate medical and other benefits to which they are entitled by statute.

The Honorable Michael H. Dolinger
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All of the above documents, with the exception of the proposed Stipulation and Order have been stamped "Confidential", and it is the intent of the parties as expressed during negotiations and at yesterday's Magistrate's Conference, that the documents remain confidential.

If you have any questions with regard to the above, please do not hesitate to contact me.

Very truly yours,



Steven A. Moll

Encl.
SAM:jt

✓ cc: Lewis M. Steel, Esq.