

BEFORE THE WORKERS' COMPENSATION COMMISSION
STATE OF OKLAHOMA

Barry Pickup)
)
 Claimant,) Case No.: CM2015-05156R
 vs.)
 City of Broken Arrow) SSN: XXX-XX-7134
)
 Respondent,)
)
 Own Risk #14157)
)
 Insurance Carrier.)

**INDEMNIFYING RELEASE OF ALL CLAIMS,
COVENANT NOT TO SUE OR APPEAL AND AGREEMENT**

FOR AND IN CONSIDERATION OF THE payment of the sum of Twenty Five Thousand Dollars and No Cents no/100 (\$25,000.00, the receipt of which is hereby acknowledged, I, Barry Pickup, being of lawful age, do hereby covenant not to sue, as well as release, acquit and forever discharge City of Broken Arrow, their agents, servants, successors, heirs, executors, administrators, and all other persons, firms, corporations, associations or partnerships of and from any and all actions, causes of action, claims, demands, damages, costs, loss of service, medical expenses and compensation, on account of, or in any way growing out of, any and all known and unknown personal injuries, physical ailments or disease, which arose out of or could be related to Barry Pickup's employment with City of Broken Arrow, which was the subject of a claim filed with the Oklahoma Workers' Compensation Commission under Commission No. CM2015-05156R. It is hereby covenanted and agreed that I, Barry Pickup, and my heirs, executors, administrators and assigns shall forever refrain from instituting, filing, prosecuting or pursuing any claim, demand, action, cause of action or appeal any Order of the Oklahoma Workers' Compensation Commission against City of

Broken Arrow or Own Risk #14157 on account of any and all physical conditions or problems resulting from any accident or event arising out of or in any way related to my employment with City of Broken Arrow. It is also covenanted and agreed that any Order entered by the Oklahoma Workers' Compensation Commission in relation to any and all claims resulting from any physical conditions or problems related to my employment with City of Broken Arrow compensability of the claim, will not be appealed, or any attempt to set aside or change the Order of the Workers' Compensation Commission shall be made by me or anyone acting in my behalf.

Further claimant, Barry Pickup, agrees that he is responsible for payment any and all medical care provided as a result of the alleged work related injury since it has been adjudicated to be non-work related.

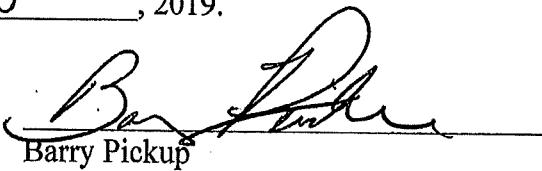
Further claimant, Barry Pickup, does hereby covenant not to sue, as well as release, acquit and forever discharge City of Broken Arrow, their agents, servants, successors, heirs, executors from any liability which may arise out of any action pertaining to sexual misconduct, wrongful termination, Age Discrimination in Employment Act (ADEA), the WARN Act, Title VII of the Civil Rights Act of 1964, Sections 1981 and 1983 of the Civil Rights Act of 1866, The Americans With Disabilities Act (ADA), the Employee Retirement Income Security Act of 1974 (ERISA) , and similar state or local laws, such as the Oklahoma Anti-Discrimination Act, any substantial certainty claims, EEOC violation, or any other employment related action.

I, Barry Pickup, declare and represent that any injuries sustained may be permanent and recovery there from is uncertain and indefinite, and in making this Release and Agreement it is understood and agreed that this instrument shall apply to all injuries, known or unknown, arising out of said employment, including, but not limited to those giving rise to the filing of the foregoing Workers'

Compensation claim. It is further agreed that this Release, Covenant Not to Sue or Appeal and Agreement is contractual and not a mere recital.

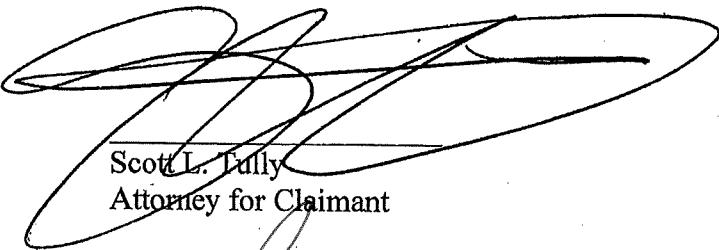
I further state that I have carefully read the foregoing instrument and understand the contents thereof and I sign the same as my own free and voluntary act.

Dated this 21 day of Jan, 2019.

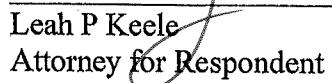


Barry Pickup

WITNESSES:



Scott L. Tully
Attorney for Claimant



Leah P. Keele
Attorney for Respondent

VERIFICATION

STATE OF OKLAHOMA)
COUNTY OF Tulsa) ss.
)

On this 21 day of Jan, 2019, before me personally appeared Barry Pickup, to me known to be the person named herein and who executed the foregoing Indemnifying Release of Claims, Covenant Not to Sue or Appeal and Agreement, and acknowledged to me that he/she voluntarily executed the same.

Matthew E. Riggan
Notary Public

My Commission Expires: 2/24/2019

