

CC-JOINT PETITION

WORKERS' COMPENSATION COMMISSION
1915 NORTH STILES AVENUE
OKLAHOMA CITY, OK 73105

THIS SPACE FOR COMMISSION USE ONLY
ORDER FILED
OCT 13 2017
WORKERS' COMPENSATION COMMISSION

Send original and 5 copies to the Workers' Compensation Commission

In re Claim of: (Please type or Print ALL information legibly in Ink.)

Claimant's Full Name (Injured Employee)
Mike Burleson
Injured Employee's Social Security Number (LAST 4 DIGITS ONLY)
XXX-XX-2536
Name of Employer
City of Broken Arrow
Employer's Insurance Carrier, Permit # for Commission Approved Individual Self-Insured or Own Risk Group, Uninsured
Own Risk

Commission File Number
CM 2016-02009 F
Date of Injury
3/10/2016
Any person who commits workers' compensation fraud, upon conviction, shall be guilty of a felony, punishable by imprisonment, a fine or both.

JOINT PETITION SETTLEMENT

This agreement is prepared and submitted pursuant to Sections 87 and 115 of the Administrative Workers' Compensation Act, Title 85A of the Oklahoma Statutes. By signing below, each party affirms that they have read and understand its provisions, declares under penalty of perjury that all statements are true and accurate to the best of their knowledge and belief, and understands that the agreement, if approved by the Workers' Compensation Commission, is conclusive, final and binding on all the parties involved.

BY THIS AGREEMENT, the parties settle upon and determine (check one):

[X] ALL ISSUES AND MATTERS IN THE CLAIM (Settlement and Resolution of Claim With Full Release)

[] SOME, BUT NOT ALL, ISSUES AND MATTERS IN THE CLAIM - Attach appendix of all outstanding issues. The appendix is subject to approval by the Workers' Compensation Commission. It MUST accompany the CC-JOINT PETITION, and be dated and signed by all parties under penalty of perjury.

- 1. It is hereby agreed by and between the above named parties that the claimant alleges to have sustained a compensable accidental injury or occupational disease or illness on or about ... while in the employ of the employer, causing the following injury (describe nature of injury) ... and resulting in temporary total disability from ... to ... or for a period of ... weeks, ... days, for which the claimant received \$... in compensation from the employer/insurance carrier.
2. A claim for compensation was filed by the claimant for the injury, or, if the claimant is not represented by an attorney, an Employer's First Notice of Injury (CC-Form-2) was filed by the employer for the injury, and the Workers' Compensation Commission has jurisdiction in this matter.
3. This is an agreement in which the claimant agrees to accept \$... in full and final settlement of all claims for: (describe injury) ... sustained as a result of the accident referred to above, including any claim by the claimant for past, present and future compensation for temporary total disability, temporary partial disability, permanent partial disability or permanent total disability, statutory medical treatment, physical and vocational rehabilitation benefits, or loss of wage earning capacity, as a result of any and all injuries sustained in the accident.
4. For Social Security offset purposes, and if applicable, the claimant agrees to accept and the employer/carrier agrees to pay a lump sum of \$... for permanent impairment that will affect the claimant for the rest of the claimant's life.
5. The sum of \$... shall be deducted from this settlement and paid to the claimant's attorney pursuant to the workers' compensation laws of the state.
6. The employer/carrier agrees to pay all applicable Commission costs, and all taxes and assessments to the Oklahoma Tax Commission, as follows: \$140.00 to the Workers' Compensation Commission, taxed as costs in this matter, unless previously paid; the Special Occupational Health and Safety Tax in the sum of \$135.66, representing three-fourths of one percent (0.75%) of the joint petition settlement amount, excluding medical payments and temporary total disability compensation; if a Commission Approved OWN RISK employer or group self-insurance association, the Workers' Compensation Fund assessment in the sum of \$361.76, representing 2% of the joint petition settlement amount, and, if applicable, the Self-insurance Guaranty Fund assessment in the sum of \$ N/A, representing 1% of the joint petition settlement amount; and, in addition to other amounts, if UNINSURED, a Multiple Injury Trust Fund assessment in the sum of \$ N/A, representing 5% of the joint petition settlement amount.

Administrative Workers' Compensation Act, 85A O.S., §6(A)(1)(a): "Any person or entity who makes any material false statement or representation, who willfully and knowingly omits or conceals any material information, or who employs any device, scheme, or artifice, or who aids and abets any person for the purpose of: (1) obtaining any benefit or payment...shall be guilty of a felony."

CLAIMANT NAME - PLEASE PRINT
1628 S. 2nd St., Broken Arrow, OK 74012
CLAIMANT ADDRESS
CLAIMANT - SIGNATURE
Donald E. Smolen, II
DATE
19944
NAME OF CLAIMANT ATTORNEY, if any - PLEASE PRINT
OBA #
CLAIMANT ATTORNEY - SIGNATURE
DATE

City of Broken Arrow
EMPLOYER NAME - PLEASE PRINT
John G. Barnhart
15721
NAME OF EMPLOYER/CARRIER'S ATTORNEY - PLEASE PRINT
Own Risk
OBA#
NAME OF EMPLOYER'S CARRIER OR OWN RISK GROUP - PLEASE PRINT
EMPLOYER CARRIER ATTORNEY - SIGNATURE
DATE

ORDER APPROVING JOINT PETITION SETTLEMENT: The Workers' Compensation Commission, having reviewed the evidence, files and records in this matter and being fully advised in the premises, approves the above Joint Petition Settlement, including attorney fees, if any, and the attached appendix to the Joint Petition Settlement, if any, which Joint Petition Settlement and appendix are incorporated herein by reference and made a part hereof. If a child support lien were filed in this workers' compensation case, the employer/carrier shall include the name of the person or government agency asserting the lien on any check for temporary total disability, permanent partial disability or permanent total disability. The employer/carrier shall comply with this order within twenty (20) days from the file stamped date of the order. In that event, and if the Joint Petition Settlement determined all issues and matters in the claim, this cause shall be fully and finally closed and resolved, and the Commission divested of further jurisdiction therein.

DONE this 12th day of Oct 2017

A copy hereof was mailed by United States regular mail on this file-stamped date to all attorneys of record and unrepresented parties.

BY ORDER OF Molly H. Tauger ADMINISTRATIVE LAW JUDGE

CC-JOINT PETITION

WORKERS' COMPENSATION COMMISSION
 1915 NORTH STILES AVENUE
 OKLAHOMA CITY, OK 73105

THIS SPACE FOR COMMISSION USE ONLY

Send original and 5 copies to the Workers' Compensation Commission

In re Claim of: (Please type or Print ALL information legibly in ink.)

Claimant's Full Name (Injured Employee) Mike Burleson
Injured Employee's Social Security Number (LAST 4 DIGITS ONLY) xxx-xx-2536
Name of Employer City of Broken Arrow
Employer's Insurance Carrier, Permit # for Commission Approved Individual Self Insured or Own Risk Group, Uninsured Own Risk

Commission File Number CM 2016-02009 F
Date of Injury 3/10/2016

FILED
 OCT 02 2017

Any person who commits workers' compensation fraud, upon conviction shall be guilty of a felony, punishable by imprisonment, a fine or both.

WORKERS' COMPENSATION COMMISSION
 TULSA

JOINT PETITION SETTLEMENT

This agreement is prepared and submitted pursuant to Sections 87 and 115 of the Administrative Workers' Compensation Act, Title 85A of the Oklahoma Statutes. By signing below, each party affirms that they have read and understand its provisions, declares under penalty of perjury that all statements are true and accurate to the best of their knowledge and belief, and understands that the agreement, if approved by the Workers' Compensation Commission, is conclusive, final and binding on all the parties involved.

BY THIS AGREEMENT, the parties settle upon and determine (check one):

- ALL ISSUES AND MATTERS IN THE CLAIM (Settlement and Resolution of Claim With Full Release) SOME, BUT NOT ALL, ISSUES AND MATTERS IN THE CLAIM — Attach appendix of all outstanding issues. The appendix is subject to approval by the Workers' Compensation Commission. It MUST accompany the CC-JOINT PETITION, and be dated and signed by all parties under penalty of perjury.

- It is hereby agreed by and between the above named parties that the claimant alleges to have sustained a compensable accidental injury or occupational disease or illness on or about March 10, 2016, while in the employ of the employer, causing the following injury (describe nature of injury neck, right shoulder, right arm and right hand; any and all injuries, known or unknown arising from the foregoing accident and resulting in temporary total disability from all paid _____ to _____ or for a period of _____ weeks, _____ days, for which the claimant received \$ _____ in compensation from the employer/insurance carrier. The claimant's average weekly wage before the injury entitles the claimant to a compensation rate of \$379.58 for Temporary Total Disability and \$323.00 for Permanent Partial Disability.
- A claim for compensation was filed by the claimant for the injury, or, if the claimant is not represented by an attorney, an Employer's First Notice of Injury (CC-Form-2) was filed by the employer for the injury, and the Workers' Compensation Commission has jurisdiction in this matter.
- This is an agreement in which the claimant agrees to accept \$21,488.00 in full and final settlement of all claims for: (describe injury) neck, right shoulder, right arm and right hand; any and all injuries known or unknown arising from the foregoing accident sustained as a result of the accident referred to above, including any claim by the claimant for past, present and future compensation for temporary total disability, temporary partial disability, permanent partial disability or permanent total disability, statutory medical treatment, physical and vocational rehabilitation benefits, or loss of wage earning capacity, as a result of any and all injuries sustained in the accident. This sum is in addition to any previous amount(s) paid to the claimant, and any amount(s) for authorized, reasonable and necessary medical and rehabilitative expenses previously incurred by the claimant due to the injury. Of said sum, \$18,088.00 shall be paid for permanent partial disability (16%) to neck, right shoulder, right arm and right hand and \$3,400.00 shall be paid for vocational rehabilitation.
- For Social Security offset purposes, and if applicable, the claimant agrees to accept and the employer/carrier agrees to pay a lump sum of \$ _____ for permanent impairment that will affect the claimant for the rest of the claimant's life. The claimant's remaining life expectancy is _____ months. Therefore, even though paid in a lump sum, claimant's benefit (after deduction of attorney fees and expenses) shall be considered to be \$ _____ a month for _____ months, beginning _____.
- The sum of \$ 4,317.60 shall be deducted from this settlement and paid to the claimant's attorney pursuant to the workers' compensation laws of the state.
- The employer/carrier agrees to pay all applicable Commission costs, and all taxes and assessments to the Oklahoma Tax Commission, as follows: \$140.00 to the Workers' Compensation Commission, taxed as costs in this matter, unless previously paid; the Special Occupational Health and Safety Tax in the sum of \$161.16, representing three-fourths of one percent (0.75%) of the joint petition settlement amount, excluding medical payments and temporary total disability compensation; if a Commission Approved OWN RISK employer or group self-insurance association, the Workers' Compensation Fund assessment in the sum of \$429.76, representing 2% of the joint petition settlement amount, and, if applicable, the Self-insurance Guaranty Fund assessment in the sum of \$ N/A, representing 1% of the joint petition settlement amount; and, in addition to other amounts, if UNINSURED, a Multiple Injury Trust Fund assessment in the sum of \$ N/A, representing 5% of the joint petition settlement amount.

Administrative Workers' Compensation Act, 85A O.S., §6(A)(1)(a): "Any person or entity who makes any material false statement or representation, who willfully and knowingly omits or conceals any material information, or who employs any device, scheme, or artifice, or who aids and abets any person for the purpose of: (1) obtaining any benefit or payment...shall be guilty of a felony."

CLAIMANT NAME — PLEASE PRINT Mike Burleson	CITY OF BROKEN ARROW
CLAIMANT ADDRESS 1628 S. 2nd St., Broken Arrow, OK 74012	EMPLOYER NAME — PLEASE PRINT John G. Barnhart 15721
CLAIMANT SIGNATURE <i>Donald E. Smolen, II</i>	NAME OF EMPLOYER CARRIER'S ATTORNEY — PLEASE PRINT Own Risk OBA#
DATE 10/2/2017	NAME OF EMPLOYER'S CARRIER OR OWN RISK GROUP — PLEASE PRINT
NAME OF CLAIMANT ATTORNEY, IF ANY — PLEASE PRINT <i>Donald E. Smolen, II</i>	10/2/2017
DATE 10/2/2017	EMPLOYER CARRIER ATTORNEY — SIGNATURE
CLAIMANT ATTORNEY — SIGNATURE <i>Donald E. Smolen, II</i>	DATE

CITY OF BROKEN ARROW
EMPLOYER NAME — PLEASE PRINT John G. Barnhart 15721
NAME OF EMPLOYER CARRIER'S ATTORNEY — PLEASE PRINT Own Risk OBA#
NAME OF EMPLOYER'S CARRIER OR OWN RISK GROUP — PLEASE PRINT
10/2/2017
EMPLOYER CARRIER ATTORNEY — SIGNATURE
DATE

ORDER APPROVING JOINT PETITION SETTLEMENT: The Workers' Compensation Commission, having reviewed the evidence, files and records in this matter and being fully advised in the premises, approves the above Joint Petition Settlement, including attorney fees, if any, and the attached appendix to the Joint Petition Settlement, if any, which Joint Petition Settlement and appendix are incorporated herein by reference and made a part hereof. If a child support lien were filed in this workers' compensation case, the employer/carrier shall include the name of the person or government agency asserting the lien on any check for temporary total disability, permanent partial disability or permanent total disability. The employer/carrier shall comply with this order within twenty (20) days from the file stamped date of the order. In that event, and if the Joint Petition Settlement determined all issues and matters in the claim, this cause shall be fully and finally closed and resolved, and the Commission divested of further jurisdiction therein.

DONE this _____ day of _____

A copy hereof was mailed by United States regular mail on the file stamped date to all attorneys of record and unrepresented parties.

BY ORDER OF *Molly H. Taylor*
 ADMINISTRATIVE LAW JUDGE

Before the Workers' Compensation Commission of the State of Oklahoma

FILED
OCT 02 2017

WORKERS'
COMPENSATION COMMISSION
TULSA

In re claim of:

Mike Burleson,)	
)	
Claimant,)	Commission File
)	Number: CM 2016-02009 F
City of Broken Arrow,)	
)	
Respondent,)	
)	
Own Risk,)	Claimant's Social
)	Security Number: XXX-XX-2536
Insurance Carrier.)	(LAST 4 DIGITS ONLY)

CERTIFICATE TO JOINT PETITION


1. The claimant certifies that the Respondent has been notified of all medical providers who have provided medical treatment, including physical therapy, as a result of the accidental injury or occupational disease or illness while employed by Respondent. A list of all medical providers who have provided treatment is attached hereto as Exhibit A.

Further, the Claimant represents and agrees to notify all future medical providers for the accidental injury or occupational disease or illness while employed by the Respondent that the claim against the Respondent has been fully settled by Joint Petition Settlement.



 Claimant

2. The Respondent certifies that a copy of the Joint Petition Settlement will be provided to all known medical providers, including physical therapists, who have provided treatment to the claimant, within ten (10) days of the settlement. The Respondent shall also notify the medical providers that the Joint Petition Settlement specifies that the Respondent will not be responsible for treatment rendered after the date of the Joint Petition Settlement.



 Respondent

Administrative Workers' Compensation Act, 85A O.S., §6(A)(1)(a): "Any person or entity who makes any material false statement or representation, who willfully and knowingly omits or conceals any material information, or who employs any device, scheme, or artifice, or who aids and abets any person for the purpose of: (1) obtaining any benefit or payment ... shall be guilty of a felony."

Any person who commits workers' compensation fraud, upon conviction, shall be guilty of a felony punishable by imprisonment, a fine or both.

Mandatory Medicare Reporting Requirement

***** Please complete this form with each report of injury*****

Medicare now requires mandatory reporting of Workers' Compensation claims. The purpose of the reporting process is to enable Centers for Medicare & Medicaid Services (CMS) to correctly pay for the health insurance of Medicare beneficiaries by determining primary versus secondary payer.

To be completed by the employee (Please print)

Date: 10/2/17

Injured Worker Name: MIKE BURLESON
(Name as it appears on your social security card)

Social Security Number: XXX-XX-2536 Date of Birth: _____

Dear Injured Worker, please provide an answer to the following questions:

YES	NO	
<input checked="" type="checkbox"/>	<input type="checkbox"/>	Are you currently on SSDI? (Social Security Disability)
<input checked="" type="checkbox"/>	<input type="checkbox"/>	Have you ever applied for SSDI?
<input checked="" type="checkbox"/>	<input type="checkbox"/>	Do you anticipate filing for SSDI within the next 30 months?
<input checked="" type="checkbox"/>	<input type="checkbox"/>	Are you a Medicare beneficiary?
<input checked="" type="checkbox"/>	<input type="checkbox"/>	Have you or are you currently participating in a Medicare Advantage Plan? <small>(This is a Medicare supplement product purchased from a private carrier such as Humana, Blue Cross Blue Shield etc.)</small>
<input checked="" type="checkbox"/>	<input type="checkbox"/>	Do you anticipate filing for Medicare benefits in the next 30 month?


10/2/17

Signature of Injured Worker Date

PLEASE FORWARD THE COMPLETED FORM TO:

CONSOLIDATED BENEFITS RESOURCES
 Post Office Box 581630
 Tulsa, Oklahoma 74158-1630
 918.594.5170 *telephone*
 800.826.0419 *toll free telephone*
 918.594.5171 *facsimile*
 888.594.5171 *toll free facsimile*

CONFIDENTIAL RELEASE, VOLUNTARY RESIGNATION AND SETTLEMENT AGREEMENT

This Confidential Release and Settlement Agreement ("Agreement") is made and entered into by City of Broken Arrow ("Respondent"), on the one hand, and Mike Burleson (hereinafter referred to as the "Claimant"), on the other.

WITNESSETH

On or about March 30, 2016, Claimant filed his Workers' Compensation Claim for personal injury occurring on or about March 10, 2017, in the case styled: Workers' Compensation Commission Case No. CM 2016-02009 F, *Mike Burleson vs. City of Broken Arrow, in the Workers' Compensation Commission of Oklahoma (hereinafter referred to as the "Claim")*.

Respondent and Claimant desire to avoid the expense, delay, and uncertainty attendant to any disputes or claims which may arise from Claimant's injury, the Claim, any employment of Claimant with Respondent, and any resignation, termination or cessation from said position, and/or failure to rehire Claimant by Respondent;

Respondent and Claimant desire to establish their respective rights and obligations for the future; and Respondent denies any liability to Claimant and the consideration described below is not to be considered as an admission of liability by any party hereto.

AGREEMENTS AND RELEASES

NOW, THEREFORE, for and in consideration of the following covenants and promises, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged:

1. As Payment herein, Respondent will pay the total sum of One Hundred dollars and 00/100 (\$100.00), payable to Claimant and Claimant's attorney, if any, following the execution of this Agreement by Claimant and upon the completion of the other "conditions to settlement" as described herein.
2. Claimant agrees to enter into, and complete, a final Joint Petition Order of this claim before payment.
3. Claimant, his heirs, executors, administrators, and assigns agrees to and does hereby RELEASE, ACQUIT, and FOREVER DISCHARGE the named Respondent, its representatives, predecessors, and successors-in-interest, its affiliated companies, its respective present and former shareholders, officers, employees, agents, and attorneys, insurers and the respective heirs, administrators, executors, successors and assigns or any of the foregoing and any other person, firm, or corporation for which and of the foregoing may be legally responsible or which may be legally responsible for any of them, from any and all claims, demands, or causes of action of whatsoever nature, accrued or unaccrued, federal or state, equitable or legal, occurring during, arising out of, or related to Respondent's employment and/or termination of employment and/or any failure to rehire of Claimant, including but not limited to all causes of action, claims or demands alleged in the Claim, or any subsequent complaint or petition that could have been filed by Claimant against Respondent in any court or venue of competent jurisdiction, including, but not limited to, claims for breach of express or implied or oral contract, promissory estoppel, negligence, intentional infliction of emotional injury, fraud, negligent misrepresentation, negligent supervision, libel, slander, age discrimination, race or color discrimination, invasion of privacy, sex, or gender discrimination, national origin discrimination, harassment, wrongful termination, Civil Rights Act of 1991, 1964 or 1866 violations, Age Discrimination in Employment Act violations, workers compensation retaliatory discharge, violation of public policy,retaliation for exercise of protected rights, violation of 85 O.S. Section 5, employee health or disability benefit violations, disability or handicap discrimination, violations of the Americans with Disabilities Act, violations of the Family Medical Leave Act, Fair Labor Standards Act violations, Cobra or ERISA violations, loss of consortium, mental anguish, pain and

suffering, lost past or future wages, lost past or exemplary damages, attorney's fees, and pre- or post-judgment interest (hereinafter collectively the "Claim" or "Claims").

4. Claimant expressly affirms, states and represents that he has no other claims not referenced herein against the "Respondent" and/or its insurer, to the best of his knowledge, information and belief, and that in signing this Release, he intends to release and settle all claims, known or unknown, including any rights arising under any contract, federal, state, local statutory and/or common law, including, but not limited to, any claim for employment-related discrimination, federal or state, of any type whatsoever. The "Claimant" affirmatively states and represents that he has received all paid and unpaid leave to which he may be entitled under any employment benefit plan or law, including any FMLA and/or FLSA-related benefits, and that he is unaware of any circumstances or facts which might constitute a violation of FMLA, ADA, FLSA, and/or any other such leave benefit. This representation is an express condition of this agreement.

5. Claimant agrees to and hereby accepts the above "Payment" as adequate consideration in full compromise and settlement of all claims, demands, causes of action of whatsoever nature accrued or unaccrued, federal or state, equitable or legal occurring during, arising out of or related to Claimant's injury, dismissal, resignation or termination thereof, and/or any failure to rehire of Claimant, including but not limited to the Claims.

6. Conditions to Settlement: (i) This Agreement shall be executed by all Parties hereto prior to the payment of any consideration. (ii) Claimant agrees to an immediate and voluntary resignation and settlement of the Workers' Compensation Commission Claim noted above for Twenty-One Thousand Four Hundred Eighty-Eight dollars and 0/100 (\$21,488.00) on Joint Petition therein (iii) The Joint Petition Settlement Order shall not be appealed by Claimant and the Payment due Claimant and Claimant's attorney herein shall be due and payable on or after 20 days following the date such Order is entered, and no appeal has then been filed.

7. Claimant acknowledges that he has had adequate time to review and consider this Agreement, and, as a result, enters into this Agreement willingly and voluntarily.

8. Claimant, further agrees to indemnify and to hold harmless the Respondent, its representatives, predecessors, and successors-in-interest or otherwise; its respective present and former directors, officers, partners, employees, agents, insurer and representatives; from any and all claims, demands, causes of action of whatsoever nature, federal or state, equitable or legal, which may hereafter be asserted by any person claiming by, through or under Claimant and which claims are for claims released herein as set forth in the claims.

9. Both parties agree that the terms, amounts and facts of settlement shall be kept strictly confidential and promise that neither party nor its representatives nor agents shall disclose, either directly or indirectly, any information concerning this settlement (or the fact of settlement) to anyone, except as is provided for herein. Each party may disclose the terms of this Agreement as necessary to Board of Directors and those individuals having a legitimate business need to know (and expressly including the spouse of Claimant, if any), its attorney or tax advisors. Either party may disclose this information as directed by any judge or court order, or otherwise as may be required by law or to fully effectuate any terms or conditions of this Agreement.

10. In connection with this voluntary resignation, Claimant agrees not to apply for future employment nor seek any future service contract with Respondent, or any of its successors or affiliates. Claimant also agrees and recognizes that his relationship with Respondent has been permanently and irrevocably severed, that he will not apply for or otherwise seek employment with Respondent at any time, and that Respondent has no obligation, contractual or otherwise, to hire, employ, or contract with Claimant in the future.

11. Claimant represents, warrants, and agrees that he has not filed any claims, appeals, complaints, charges, or lawsuits against Respondent with any government agency, arbitrator or other court, other than the Claim referenced herein, and he affirmatively agrees that he will not file or accept benefit from any claim, complaint, or petition filed with any court by him or on behalf of him at any time hereafter, provided, however, that this shall not limit Claimant from filing action for the sole purpose of enforcing this agreement.


12. Each party agrees that this Agreement shall be binding upon them and their respective representatives, insurers, heirs, executors, administrators, and assigns.

13. Each Signatory warrants that he is of legal age, sound mind and legally competent to execute this Agreement and does execute this Agreement without duress. Each Signatory warrants that he does so of his own free will and accord without reliance on any statement, act or representation of any kind or character on the part of anyone not expressly set forth herein.

14. Claimant warrants and represents that there are no other outstanding claims of any character, whether or not arising out of or related to the Lawsuit, which he has against Respondent and that he intends to resolve all such claims with this Release and Settlement Agreement.

15. It is fully understood by the parties hereto that this Agreement is made in compromise, resolution and settlement of disputed claims, and that such compromise, resolution and settlement and this Agreement shall not be taken as an admission of liability of any kind or character by any such party, but rather such liability is expressly denied. This Agreement shall not be admissible in any proceeding or cause of action as an admission of liability by any of the parties hereto, except as necessary to enforce the release or payment terms of this Agreement.

Dated this 2nd day of October, 2017.


RESPONDENT


CLAIMANT

STATE OF OKLAHOMA)
COUNTY OF TULSA) ss.

BEFORE ME, the undersigned authority, on this day personally appeared Mike Burleson ("Claimant") known to me to be the person who executed the foregoing instrument and she acknowledged to me that she executed the same for the purposes and considerations therein expressed.

My Commission Expires:
08-27-2019


Notary

