

**BEFORE THE OKLAHOMA WORKERS'
COMPENSATION COMMISSION
FOR THE STATE OF OKLAHOMA**

CYNTHIA JOY,)	
Claimant,)	
vs.)	WCC# CM2018-00679 X
)	
CITY OF NORMAN,)	SSN: XXX-XX-0446
Respondent,)	
)	
OWN RISK,)	
Insurance Carrier.)	

RELEASE AND COVENANT NOT TO APPEAL

WHEREAS, Cynthia Joy, hereinafter referred to as Claimant, has filed a claim for compensation with the Workers' Compensation Commission alleging an injury to the low back, allegedly due to her employment with The City of Norman, on or about December 5, 2017 and February 23, 2016 in Workers' Compensation Commission Claims number CM2018-00679 X against The City of Norman, and its Insurance Carrier, Own Risk, hereinafter referred to as Respondents.

AND WHEREAS, as part of this compromise, the claimant agrees that she will not file any other claims for injuries to her low back or allege any other injuries to her low back or any other body parts while working for The City of Norman.

AND WHEREAS, Respondents are desirous of entering into a compromise settlement with the Claimant to settle all claims she may now have or may have in the future regarding her alleged above referenced injury under the Workers' Compensation Laws of the State of Oklahoma, including any right of appeal, or otherwise under the law or in equity, the parties hereto enter into the following agreement:

RELEASE: NOW THEREFORE, I, Cynthia Joy, Claimant, for the sole consideration of Twenty Thousand Dollars, Three Hundred Forty-Nine (\$20,349.00), do hereby acknowledge the receipt of \$20,349.00, to me in hand paid by Respondents, and do hereby release and discharge, and do so hereby for myself, my heirs, executors, administrators and assigns, release and forever discharge the Respondents and all other persons, firms and corporations, both known and unknown, liable under the Workers' Compensation Laws of the State of Oklahoma, for any and from any and all claims, demands, actions, causes of actions or suits at law or in equity, of whatsoever kind or nature, for or because of any matter or thing done, omitted or suffered to be done, by anyone prior to and including the date hereof on account of any injury, both to my person or property, resulting from or to result from the above described accidental injury, accident, casualty or event which occurred on or about December 5, 2017 and February 23, 2016, for which I have claimed the Respondents are legally liable under the law, and specifically the Workers' Compensation Laws of the State of Oklahoma, and for which the Respondents deny and dispute their legal liability under the laws.

COVENANT NOT TO APPEAL: FURTHERMORE, in consideration of the above described sum, I, Cynthia Joy, Claimant, do hereby agree not to bring, prosecute or further prosecute, or allow to be brought or prosecuted in my name under the Workers' Compensation Laws of the State of Oklahoma, for or in my behalf, any claims or suits at law or in equity against Respondents or any of their legal representatives, for or because of any losses or damages arising from the accidental injury which occurred on or about December 5, 2017 and February 23, 2016, in

which I was allegedly injured and damaged, including, but not limited to, any claim for possible death benefits should I die as a result of the injury.

I FURTHER WARRANT that Respondents have made no agreements or promises to do or omit to do any act or thing not herein set forth; that this Release and Covenant Not to Appeal is made as a compromise of all claims under the Workers' Compensation Laws of the State of Oklahoma to avoid expense and terminate all controversy and or claims for injuries or damages of whatsoever nature, known or unknown, including any further developments growing out of or connected with the described accidental injury, including any possible death claim or claim for death benefits, if I should die as a result of the alleged injury; that this Release and Covenant Not to Appeal has been fully explained to me by my attorney and I understand that by accepting the above sum of money that I or anyone in my name will be forever foreclosed and barred from bringing any action, including any action for death benefits or wrongful death, under the Workers' Compensation Laws against the Respondent.

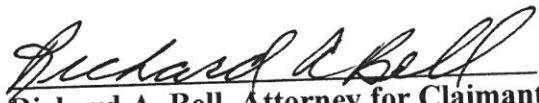
I FURTHER WARRANT AND AFFIRM that I am entering into this agreement of my own free and voluntary act; that no other sum of money or promissory inducement has been offered me, except as set forth; that no one has threatened, pressured or coerced me to enter into this settlement; that no representations or assertions of fact or opinion have been made by the Respondents, their representatives, physicians or anyone on their behalf, to induce this compromise settlement nor have I relied upon any such representations or assertions, regarding the extent, nature or permanency of my injury, my recovery

from the injury, the likelihood of any future complications or the Respondents' legal liability for the same; that I am of legal age to enter into this Release and Covenant Not to Appeal and legally competent to execute it.

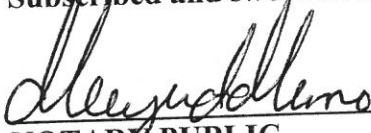
I FURTHER WARRANT AND AFFIRM that I shall hold in strict confidence and shall not, directly or indirectly, disclose or reveal to any person the existence of this release and covenant not to appeal. I FURTHER WARRANT AND AFFIRM that I shall hold in strict confidence all terms and conditions of this release and covenant not to appeal. The provisions of this oath to hold this release and covenant in strict confidence shall last indefinitely.

IN WITNESS WHEREOF, I have set my hand hereto this 4th day of February, 2020.


Cynthia Joy, Claimant


Richard A. Bell, Attorney for Claimant

Subscribed and sworn to before me this 4th day of February, 2020.


NOTARY PUBLIC
My Commission Expires: 11-22-2020

(SEAL)

