IN THE DISTRICT COURT IN AND FOR TULSA COUNTY STATE OF OKLAHOMA

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JENNIFER SELLERS and JAME	S REBECCA NIGHTINGALE SEP 02 2025
SELLERS,	DON NEWBERRY, Court Clerk STATE OF OKLA, TULSA COUNTY
Plaintiffs,	TOR ODDE DODGA
•	CJ-2025-03964
v.) Case 110.
CITY OF BROKEN ARROW,)
Defendant.	j j

JOURNAL ENTRY OF JUDGMENT

This cause comes before the Court this 2 day of September, 2025, the Plaintiffs' and Defendant's Joint Motion to Settle Claim in Excess of \$25,000. The Court finds that the parties have entered into a Settlement Agreement to resolve this disputed matter and further finds as follows:

- This matter arises from a sewer backup on September 17, 2024, in Broken Arrow, Tulsa County, Oklahoma.
- Plaintiffs alleges they sustained injury and damages because of Defendant's negligence.
 Said claim is disputed as to liability and damages.
- 3. A compromise agreement, without admission of liability or wrongdoing, has been reached between the parties wherein Defendant offered to pay a total of \$120,000.00 to Plaintiffs to settle all claims between the parties arising from the September 17, 2024 sewer backup.
- The settlement figure was given due consideration and was approved by the Broken Arrow City Council.
- 5. The Court also finds that the Offer of Proof filed by the City of Broken Arrow and the Affidavit of the City's Finance Director are sufficient to comply with the provisions of 62

O.S. § 362.

6. The City has agreed that payment of the settlement funds to Plaintiffs shall be made at once

and not over the course of three years as otherwise permitted by law.

IT IS THEREFORE ORDERED, ADJUDGED AND DECREED that pursuant to a

compromise settlement of disputed claims, and without admitting liability, Plaintiffs are granted

judgment against Defendant in the sum of One Hundred Twenty Thousand Dollars and Zero Cents

(\$120,000.00).

IT IS FURTHER ORDERED, ADJUDGED AND DECREED that this settlement is

approved under 62 O.S. § 362 and shall be paid in accordance with 62 O.S. §§ 365.5 and 365.6,

and 51 O.S. §§ 158 and 159.

IT IS FURTHER ORDERED, ADJUDGED AND DECREED that this is an appropriate

award to be paid from the sinking fund and from the ad valorem tax base of the City of Broken

Arrow. That statutorily this award could be paid over a three-year period of time; however, in

accordance with the agreement of the parties, payment shall be made at once, and not over the

course of three years as otherwise permitted by law.

DATED this 2 day of September, 2025.

BEBECCA MONTRIGALE

JUDGE OF THE DISTRICT COURT TULSA COUNTY

STATE OF OKLAHOMA

8. Don Newberry, Ceert Clerk, for Twise County, Ottehange, hereby cortify that the foregoing is a lines, cortest and hall copy of the instrument hereven set out as appears on record in the Geert Clerk's Office of Yaris County, Orlinoma, the

SEP 02 2025

Approved as to Form & Content:

Ryan Fulda, OBA#

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