

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

DISTRICT COURT
FILED

SEP 02 2025

DON NEWBERRY, Court Clerk
STATE OF OKLA. TULSA COUNTY

JENNIFER SELLERS and JAMES
SELLERS,

Plaintiffs,

v.

CITY OF BROKEN ARROW,

Defendant.

) REBECCA NIGHTINGALE
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CJ- 2025 - 03964

Case No. _____

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:

1. This matter arises from a sewer backup on September 17, 2024, in Broken Arrow, Tulsa County, Oklahoma.
2. 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.
4. 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.

REBECCA NIGHTINGALE

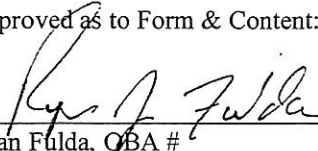
JUDGE OF THE DISTRICT COURT
TULSA COUNTY
STATE OF OKLAHOMA

I, Don Newberry, Court Clerk, for Tulsa County, Oklahoma,
hereby certify that the foregoing is a true, correct and full
copy of the instrument herewith set out as appears on record
in the Court Clerk's Office of Tulsa County, Oklahoma, this

SEP 02 2025

By Allen Lee
Deputy

Approved as to Form & Content:



Ryan Fulda, OBA #

Fulda Law

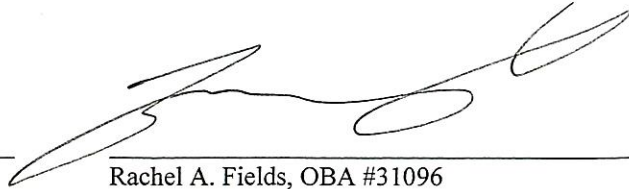
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