

Resolution

Version 2.5 released on 6/29/23
Use for all types of Resolutions



CITY COUNCIL USE ONLY

Date Received: _____
Committee Date: _____
1st Agenda Date: _____

Tracking #: _____
Committee: _____
Hearing Date: _____
2nd Agenda Date: _____

CITY CLERK USE ONLY

Scanned Date: 03.19.2025
 Posted Item #: 2503.00733

All department items requiring Council approval must be submitted through the Mayor's Office.

Primary Details

Board Approval

Other Board Name

City Council Approval

Yes No

Department: Legal
Contact Name: R. Lawson Vaughn (tmd)

Email: lvaughn@cityoftulsa.org

Phone: 9185967717

Resolution Type: Authorizing Sinking Fund Credit or Payment

Owner-Grantor: Christina Flowers

Amount: \$175,000.00
Case Number: 21-CV-196

TMAPC Number: _____
Council District: _____

Description (Subject): Payment of Lawsuit

Bid/Project Number: _____

Section: _____
Township: _____

Range: _____
Addition: _____

Lot: _____
Block: _____

Address: _____

Budget

Funding Source(s)

TOTAL:

Approvals

Department: _____
Legal: _____
Board: _____
Mayor: _____
Other: _____

Date: 3.17.25
Date: 3-17-2025
Date: _____
Date: MAR 19 2025
Date: _____

Policy Statement

Background Information

On March 12, 2025 the Mayor approved settlement of this lawsuit in the amount of \$175,000.00. The Agreed Judgment was signed by the Judge and filed with the Court on March 14, 2025. (See attached Judgment)

Summation of the Requested Action

Request Council execute Resolution. Request Mayor approve payment and direct finance to issue a check in the amount of \$175,000.00 payable to Christina Flowers, Plaintiff and Smolen & Roytman, PLLC, attorneys at law and return to the Legal Department for further processing.

Emergency Clause?

Yes
 No

Reason for Emergency Clause

Processing Information for City Clerk's Office

Post Execution Processing

- Mail vendor copy (add'l signature copies attached)
- Must be filed with other governmental entity
- Add'l governmental entity approval(s) required

Additional Routing and Processing Details

Please return executed Resolution and RFA to City Legal for further processing.

(Published in the Tulsa Daily Commerce
& Legal News,
_____, 2025.)

RESOLUTION

A RESOLUTION AUTHORIZING PAYMENT IN FULL OF A JUDGMENT SETTLEMENT, FROM SURPLUS MONIES IN THE SINKING FUND; AND DECLARING AN EMERGENCY.

WHEREAS, on the 14th day of March, 2025, in Case No. 21-CV-196, filed in the United States District Court for the Northern District of Oklahoma, judgment was entered based on a settlement agreed to by and between Christina Flowers, Plaintiff, and the City of Tulsa, Defendant, in the sum of One Hundred Seventy Five Thousand Dollars (\$175,000.00), representing principal judgment, interest, costs and attorney fees, was entered against the City of Tulsa, which settlement has been approved by the Court; and

WHEREAS, it appears from a survey of the Sinking Fund that there is a surplus of cash and investments in said fund, over and above accrued liabilities and statutory obligations, which would allow the City of Tulsa to pay said judgment in full, including court costs and interest thereon; and

WHEREAS, it is desirable and in the best interest of the City of Tulsa to make such present payment out of the City's Sinking Fund, and thereafter reimburse the Sinking Fund from subsequent tax levies, as provided by 62 O.S. §435.

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF TULSA, OKLAHOMA:

Section 1. That the City Clerk and the City Treasurer of the City of Tulsa be, and the same hereby are, authorized to consummate and complete the payment of said judgment by drawing the following warrant on the City of Tulsa's Sinking Fund:

To the order of CHRISTINA FLOWERS, Plaintiff, and SMOLEN & ROYTMAN, PLLC, the sum of One Hundred Seventy Five Thousand Dollars (\$175,000.00); the same representing the full amount of the judgment, interest, costs and attorney fees, now due and owing to the Plaintiff in the lawsuit identified above.

Section 2. That the City Clerk and the City Treasurer of the City of Tulsa be, and the same hereby are, authorized and directed to properly advise the Tulsa County Excise Board by appropriate reports, of the prepayment of said judgment in order that said Board may include said prepaid judgment as a necessary and lawful expense of the Sinking Fund of the City of Tulsa, Oklahoma, for which appropriate tax levies may be made to replenish said Sinking Fund,

as provided by the provisions of Title 62 of the Statutes of the State of Oklahoma.

Section 3. That an emergency exists for the preservation of the public peace, health and safety, by reason whereof this Resolution shall take effect immediately from and after its passage, approval, and publication.

ADOPTED by the Council: _____ (Date)

ADOPTED as an emergency measure: _____ (Date)

Chairman of the Council

OFFICE OF THE MAYOR

Received by the Mayor: _____, at _____
Date Time

Monroe Nichols, IV, Mayor

By _____
Secretary

APPROVED by the Mayor of the City of Tulsa, Oklahoma: _____,
Date

Time

Mayor

(Seal)
ATTEST:

City Clerk

APPROVED:

City Attorney

INTER-OFFICE CORRESPONDENCE

To: Mayor Monroe Nichols
From: R. Lawson Vaughn, Senior Assistant City Attorney
Date: March 17, 2025
Subject: Settlement - Flowers v. COT, OKND Case No. 21-cv-196-JWB-MTS

On April 9, 2021, Smolen and Roytman, along with Mark Smith, filed suit on behalf of former City probationary employee Christina Flowers against the City of Tulsa, Terry Thomas (Flowers' supervisor), and Larry Hood (Division Mgr) under 1983 claiming violations of her 14th Amendment rights and municipal liability, as well as disparate treatment and retaliation in violation of Title VII as a result of the termination of her employment on November 1, 2019.

The Legal Department, with assistance from the Finance Department and HR Department, gathered all of the pertinent records related to Ms. Flowers' termination and found she was terminated based on her poor performance and personality conflict with her supervisor. Prior to the end of Plaintiff's 1-year probationary period, Thomas and Hood discussed Plaintiff's performance. They determined she was not going to be able to do the job and terminated her probationary employment on 11/1/2019.

We filed Motions for Summary Judgment. The 14th Amendment claims were dismissed and the only claims that remained were Plaintiff's Title VII disparate treatment and retaliation claims against the City. A jury trial was set for April 28, 2028.

We attended a court-ordered settlement conference on March 3, 2025. Due to the uncertainties of trial, you gave authority to attempt to negotiate a settlement of this case. We then negotiated and reached a settlement agreement at the conference. The Legal Department recommends approval of the settlement of this lawsuit in the amount of \$175,000, which includes all damages, attorneys' fees, interest, and costs.

Respectfully,

Lawson Vaughn

R. Lawson Vaughn
Senior Assistant City Attorney

**IN THE UNITED STATES DISTRICT COURT
FOR THE NORTHERN DISTRICT OF OKLAHOMA**

(1)	CHRISTINA FLOWERS,)	
)	
	Plaintiff,)	
)	
vs.)	Case No. 21-CV-00196-JWB-MTS
)	
(1)	THE CITY OF TULSA,)	
(2)	LARRY HOOD, individually and in his)	
	Official Capacity,)	
(3)	TERRY THOMAS, individually and in his)	
	Official Capacity,)	
)	
	Defendants.)	

AGREED JUDGMENT

NOW ON this 14th day of March, 2025, this matter comes before the undersigned Judge on the parties' joint motion to enter agreed judgment [Doc. 68]. Plaintiff Christina Flowers appears by and through her attorney of record, Mark A. Smith, and Defendant City of Tulsa, appears by and through its attorney of record, R. Lawson Vaughn, Senior Assistant City Attorney. The parties state they have reached a settlement of Plaintiff's claims and ask the Court to enter an agreed judgment submitted by the parties, pursuant to Fed. R. Civ. P. 58. The Court has reviewed the motion and finds it should be granted. Plaintiff previously dismissed her claims against Defendants Terry Thomas and Larry Hood and this agreed judgment will terminate all remaining claims in this case.

The Court, having reviewed the allegations set forth in Plaintiff's Complaint, has been advised the judgment proceeds being paid by Defendant City of Tulsa to the Plaintiff herein shall be paid from the City of Tulsa's Sinking Fund which has sufficient funds available to pay said

judgment. The Court has further been advised that the City's Mayor has authorized a compromised settlement in the sum of One Hundred Seventy Five Thousand Dollars and 00/100 (\$175,000.00) and the Court being satisfied that Plaintiff fully understands the nature of this action with regard to its finality which precludes additional or further compensation for damages arising from the occurrence of the event identified in Plaintiff's Complaint and, upon being further advised by Plaintiff that it is her desire to settle the entirety of all claims and causes of action relating to the events identified in her Complaint, including costs and fees, upon payment in the sum of One Hundred Seventy Five Thousand Dollars and 00/100 (\$175,000.00), the Court finds:

1. That the Court has jurisdiction over the subject matter of this lawsuit and the parties hereto;

2. That Plaintiff is fully aware of her rights in this matter and it is Plaintiff's desire to compromise her right to trial by jury;

3. That Plaintiff desires to accept as full, final and complete settlement from the City of Tulsa the sum of One Hundred Seventy-Five Thousand Dollars and 00/100 (\$175,000.00), for any and all damages, losses, fees, interest, and expenses sustained as a result of the events identified in Plaintiff's Complaint;

4. That this settlement is not an admission that the City of Tulsa or its employees were negligent, but is only a recognition of the uncertainty of trial;

5. That Plaintiff has agreed to dismiss with prejudice or forgo any and all claims against the City of Tulsa and its employees individually;

6. That by agreement of the parties, Defendant's payment to Plaintiff will stand as full compensation from the City to Plaintiff and precludes any further or separate action by

Plaintiff or those she represents against City of Tulsa, a municipal corporation, or any of its employees, arising from or relating to the events described in Plaintiff's Complaint;

7. That the City has agreed to settle Plaintiff's lawsuit in the sum of One Hundred Seventy-Five Thousand Dollars and 00/100 (\$175,000.00);

8. That the City shall pay Plaintiff from the City of Tulsa's Sinking Fund which has sufficient funds available to pay said judgment; and

9. That all parties request this court to approve and finalize their mutual settlement;

IT IS THEREFORE ORDERED, ADJUDGED AND DECREED BY THE COURT that Plaintiff has and will recover from Defendant City of Tulsa, Oklahoma, damages in the total sum of One Hundred Seventy-Five Thousand Dollars and 00/100 (\$175,000.00), as full, final and complete compensation for any and all damages, losses, fees, interest, and expenses incurred or sustained incident to the events described in Plaintiff's Complaint and that said damages shall be paid from the City of Tulsa's Sinking Fund which has sufficient funds available to pay said judgment; and

IT IS FURTHER ORDERED BY THE COURT that Plaintiff's claims against Defendant City of Tulsa are dismissed with prejudice and that payment to Plaintiff by Defendant City of Tulsa will preclude any further or separate action by Plaintiff against Defendant City of Tulsa or any employee of Defendant City of Tulsa arising from or pertaining to the events described in Plaintiff's Complaint.

s/ John W. Broomes
JOHN W. BROOMES
UNITED STATES DISTRICT JUDGE

APPROVED AS TO FORM AND CONTENT:

s/Mark A. Smith

Mark A. Smith, OBA #31231
Caruso & Smith, PLLC
2021 South Lewis Avenue, Ste. 720
Tulsa, OK 74104
Attorney for Plaintiff

s/R. Lawson Vaughn

R. Lawson Vaughn, OBA #21557
Sr. Assistant City Attorney
City of Tulsa
175 East Second Street, Suite 685
Tulsa, OK 74103
(918) 596-7717
Attorney for Defendant