

Resolution

Version 2.7 released on 7/1/25
Use for all types of Resolutions



CITY COUNCIL USE ONLY		Tracking #: _____		CITY CLERK USE ONLY	
Date Received: _____	Committee: _____	<input type="checkbox"/> Scanned	Date: <u>12,03,2025</u>	<input type="checkbox"/> Posted	Item #: <u>2512,03002</u>
Committee Date: _____	Hearing Date: _____				
1 st Agenda Date: _____	2 nd Agenda Date: _____				

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

Primary Details

Board Approval		Other Board Name	City Council Approval
_____		_____	<input checked="" type="radio"/> Yes <input type="radio"/> No
Department	Contact Name	Email	Phone
Legal	R. Lawson Vaughn (tmd)	lvaughn@cityoftulsa.org	9185967717
Resolution Type		Owner-Grantor	
Authorizing Sinking Fund Credit or Payment		William Henry Jamerson	
Amount	Case Number	TMAPC Number	Council District
\$26,250,000.00	25-CV-179	_____	_____
Description (Subject)		Bid/Project Number	
Payment of Lawsuit		_____	
Section	Township	Range	Addition
_____	_____	_____	_____
Lot	Block	Address	
_____	_____	_____	

Budget

Funding Source(s) _____

TOTAL: _____

Approvals

Department: _____	Date: <u>11-21-25</u>
Legal: _____	Date: <u>11/21/2025</u>
Board: _____	Date: _____
Mayor: _____	Date: <u>DEC 03 2025</u>
Other: _____	Date: _____

Policy Statement

Background Information
 Plaintiff William Henry Jamerson was convicted of rape of a pregnant 16 year old female after a 3-day trial in December 1991. In 2024, Plaintiff's conviction was overturned and he sued the City and others for his wrongful conviction. All Defendants filed Motions to Dismiss. Concurrently, outside counsel (Connor Smith, PLLP) negotiated a settlement in the amount of \$26,250,000.00. The Journal Entry was signed by the Judge and filed with the court on November 20, 2025. (See attached JE)

Summation of the Requested Action
 Request Council execute the attached Resolution. Request the Mayor approve payment of this lawsuit and direct Finance to issue a check in the amount of \$26,250,000.00 made payable to William Henry Jamerson, 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 RFA and Resolution to the Legal Department 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 21st day of November, 2025, in Case No. 25-CV-179, 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 William Henry Jamerson, Plaintiff, and the City of Tulsa, Defendant, in the sum of twenty-six million, two-hundred-and-fifty thousand dollars (\$26,250,000), 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 WILLIAM HENRY JAMERSON, Plaintiff, and SMOLEN & ROYTMAN, PLLC, the sum of twenty-six million, two-hundred-and-fifty thousand dollars (\$26,250,000); 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

UNITED STATES DISTRICT COURT
FOR THE NORTHERN DISTRICT OF OKLAHOMA

William Henry Jamerson,)	
)	
Plaintiff,)	
)	
vs.)	Case No.: 25-CV-179-JSR-JFJ
)	
The City of Tulsa, Oklahoma, <i>et. al.</i> ,)	
)	
Defendants.)	

AGREED JUDGMENT

This matter comes on for consideration of the Joint Motion for Entry of an Agreed Judgment (Dkt. # 75). The Court has been advised that the parties have reached a settlement of Plaintiff’s claim against the Defendant City of Tulsa, Oklahoma (the “City”), and the parties ask the Court to enter this Agreed Judgment against the City in the amount of \$26,250,000 in favor of Plaintiff to resolve his claims against the City. Plaintiff has previously filed a Stipulation of Dismissal dismissing with prejudice his claims against all other named Defendants. The Court has reviewed the allegations set forth in Plaintiff’s Complaint (Dkt. # 2) and the Joint Motion for Entry of an Agreed Judgment against the City and hereby grants that motion.

The Court has been advised that the judgment proceeds being paid on behalf of the City to the Plaintiff shall be paid from the City’s pooled cash and investment portfolio, which has sufficient funds available to pay the Judgment. The Court has further been advised that the Mayor and City Council have authorized settlement of this matter to be paid in a lump sum of twenty-six million, two-hundred-and-fifty thousand dollars (\$26,250,000). The Court is satisfied that Plaintiff fully understands the nature of this action with regard to its finality, which precludes additional or further compensation from the City of Tulsa for damages arising from the events identified in Plaintiff’s

Complaint and, upon being further advised by Plaintiff that it is his desire to settle the entirety of all claims and causes of action against the City of Tulsa relating to the events identified in the Complaint, including costs, fees, interest, and attorney fees, upon payment in the sum of twenty-six million, two-hundred-and-fifty thousand dollars (\$26,250,000), the Court finds that:

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

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

3. Plaintiff desires to accept as full, final and complete settlement of his claim against the City of Tulsa the one-time payment of the sum of twenty-six million, two-hundred-and-fifty thousand dollars (\$26,250,000), for any and all damages, losses, fees, attorney fees, interest, and expenses sustained as a result of the events identified in Plaintiff's Complaint;

4. This settlement is not an admission that the City of Tulsa or its employees were negligent or violated Plaintiff's constitutional rights, but is only recognition of the uncertainty of trial;

5. Plaintiff has agreed to dismiss with prejudice or forgo any and all claims against the City of Tulsa and its employees individually. Plaintiff has previously filed a Stipulation of Dismissal dismissing with prejudice his claims against the individually named employees of the City of Tulsa. Plaintiff will file a dismissal of the City of Tulsa within one business day of receipt of payment of the settlement amount;

6. The City of Tulsa has agreed to settle Plaintiff's lawsuit in the lump sum of twenty-six million, two-hundred-and-fifty thousand dollars (\$26,250,000);

7. The City of Tulsa shall pay the settlement amount of twenty-six million, two-hundred-and-fifty thousand dollars (\$26,250,000) lump sum to the Plaintiff from the City's pooled cash and

investment portfolio which has sufficient funds available to pay said Judgment within sixty (60) days of the entry of this Agreed Judgment by the Court;

8. The City of Tulsa shall be permitted to extend the estimated tax levy to reimburse its sinking fund to a period of ten (10) years as authorized by 51 O.S. § 159(C); and

9. All parties request the Court to approve and finalize their mutual settlement agreement.

IT IS THEREFORE ORDERED, ADJUDGED, AND DECREED that Plaintiff will recover from the Defendant City of Tulsa damages in the total sum of twenty-six million, two-hundred-and-fifty thousand dollars (\$26,250,000) for any and all damages, losses, fees, attorney fees, interest, and expenses incurred or sustained incident to the events described in Plaintiff's Complaint and that the twenty-six million, two-hundred-and-fifty thousand dollars (\$26,250,000) lump sum shall be paid from the City of Tulsa's pooled cash and investment portfolio which has sufficient funds available to pay the judgment within sixty (60) days of the entry of this Agreed Judgment.

IT IS FURTHER ORDERED, ADJUDGED, AND DECREED that payment to Plaintiff by the City of Tulsa will preclude any further or separate action by Plaintiff against Defendant City of Tulsa or any employees of the City of Tulsa arising from or pertaining to the events described in Plaintiff's Complaint.

IT IS FURTHER ORDERED, ADJUDGED, AND DECREED that this Agreed Judgment does not preclude, or otherwise impact, any claims that Plaintiff may have against the State of Oklahoma, Tulsa County District Attorney or Tulsa County Board of County Commissioners.

DATED this 20th day of November 2025.



JED S. RAKOFF, U.S.D.J.

APPROVED AS TO FORM AND CONTENT:

/s/Daniel E. Smolen

Daniel E. Smolen, OBA#19943

Robert Blakemore, OBA #18656

Bryon D. Helm, OBA #33003

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ATTORNEYS FOR DEFENDANT CITY OF TULSA, OKLAHOMA

**Signed with permission of filing counsel*

CONNOR SMITH PLLP

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November 20, 2025

Confidential & Privileged

VIA Email

Mayor Monroe Nichols at monroenichols@cityoftulsa.org
Commissioner Laurel Roberts at laroberts@cityoftulsa.org

Re: Settlement - Jamerson v. City of Tulsa, et al., N.D. Okla. Case No. 25-cv-179-JFJ

Dear Mayor Nichols and Commissioner Roberts:

Please accept the following as a brief memorandum summarizing the history of this case and recommendation for payment of this settled matter. On April 14, 2025, Smolen & Roytman filed suit on behalf of Plaintiff William Henry Jamerson in federal court against the City of Tulsa and 12 individual current and former City employees claiming violations of various constitutional rights and municipal liability relating to his wrongful conviction for rape in 1991 and delay in the discovery of exculpatory genetic material post-conviction.

Our firm (Connor Smith, PLLP) was retained to represent the City of Tulsa and 11 of the 12 individual City employees, and together with assistance from the Police Department and others, gathered all of the pertinent records, and conducted informal discovery with Plaintiff and his counsel, including interviews with Mr. Jamerson and others.

On behalf of the City of Tulsa and each of the 11 individual we filed Motions to Dismiss on various grounds, including qualified immunity, absolute immunity, and failure to state a claim for relief. Counsel for Lt. Burgess had also filed a Motion to Dismiss on the grounds of qualified immunity. Concurrently, we sought and were given authority to attempt to negotiate a settlement of this case. We then negotiated and reached a settlement agreement, which was approved by yourself and the City Council. The Court was informed that a settlement agreement had been reached, and struck deadlines relating to further briefing and hearings on the Motions. Pursuant to the agreement, each of the 12 individual current and former City employees who were named as Defendants have been dismissed with prejudice.

Based on the foregoing, we recommend approval of the settlement of this lawsuit and payment thereof in the amount of twenty-six million, two-hundred-and-fifty thousand dollars (\$26,250,000), which includes all damages, attorney's fees, interest, and costs.

Sincerely,

James W. Connor, Jr.

Donny P. Stephens

Ethan M. Sneed

CONNOR SMITH, PLLP