

SETTLEMENT AND GENERAL RELEASE

This Settlement and General Release (the “Agreement”) is entered into by (a) David Washington, on behalf of himself, his heirs, successors, assigns, executors, and all other representatives (collectively “Washington”), and (b) the City of Jacksonville, its past and present employees, directors, officers, agents, insurers, attorneys, executors, assigns and other representatives (collectively, “COJ”).

This Agreement resolves all disputes that are presently outstanding, could have been made, or could be made by Washington against COJ related to injuries or employment with COJ, including the lawsuits *David Washington v. City of Jacksonville*, Case No. 3:25-cv-00404-MMH-SJH (United States District Court for the Middle District of Florida, Jacksonville Division); *David Washington v. Jacksonville Fire and Rescue*, Case No.: 2024-AP-000023-AXXX-MA (Fourth Judicial Circuit, Duval County, Florida). In consideration of the terms, conditions and agreements contained herein, the parties agree as follows:

1. COJ agrees to pay an amount of One-Hundred Eighty Thousand Dollars (\$180,000) (the “Settlement Amount”) to the David Lee Ham, Jr., P.A., Trust Account within thirty (30) days of the Effective Date.

2. COJ shall revise any and all of its employment records pertaining to Washington to state that Washington’s separation from COJ was due to his resignation of employment. If inquiry is made as to the reason for such resignation, COJ will respond that “no reason was given.”

3. In exchange for the above consideration, Washington hereby fully, finally, and forever waives, releases, and discharges COJ, in both individual and official capacities, from all legal, equitable or administrative claims, rights, and causes of action, whether known or unknown, arising under any Federal, State, or local statutes, common law, ordinance, administrative rules and regulations, and any other theories upon which Washington may claim any type of relief against COJ. This release specifically includes, but is not limited to, all claims arising under Title VII and the Florida Civil Rights Act, and all claims possible within the State of Florida. This list is illustrative and not exhaustive. Additionally, Washington waives any right he may have to recover in any proceeding that results from a charge or action filed by him or filed or investigated on his behalf by a federal, state, or local administrative agency.

4. COJ hereby fully, finally, and forever, waives, releases, and discharges Washington from all legal, equitable or administrative claims, rights, and causes of action, whether known or unknown, arising under any Federal, State, or local statutes, common law, ordinance, administrative rules and regulations, and any other theories upon which COJ may claim any type of relief against Washington.

5. This Agreement fully resolves the claims made in the lawsuit referenced above, and all other claims against COJ that Washington may have filed with any court or agency. If there are any pending claims against COJ in front of any court or agency, Washington must

notify those courts and agencies, in writing (through motion, notice, or whatever process each court/agency requires), no later than three days from receipt of the check identified in Paragraph 1 and copying counsel for COJ, that he is dismissing with prejudice those claims. Specifically, as to the lawsuits *David Washington v. City of Jacksonville*, Case No. 3:25-cv-00404-MMH-SJH and *David Washington v. Jacksonville Fire and Rescue*, Case No.: 2024-AP-000023-AXXX-MA (Fourth Judicial Circuit, Duval County, Florida), within three days from receipt of the check identified in Paragraph 1, Washington shall file unopposed motions to dismiss or notices of resolution, of all claims with prejudice.

6. The consideration set forth in Paragraphs 1 and 2 also disposes of all claims for attorneys' fees that could legitimately be presented by any and all attorneys who represented Washington in any matter against COJ, except for enforcement of this Agreement, where the prevailing party shall be entitled to fees.

7. Washington is responsible for the payment of any and all taxes due as a consequence of any payments made pursuant to this Agreement. Washington shall indemnify and defend COJ for any and all taxes, penalties, and/or other assessments that COJ is, or may become, obliged to pay on account of any payments made to Washington as set forth in this Agreement.

8. Neither this Agreement, nor anything contained in it, shall be construed as an admission by COJ of any liability, wrongdoing, or unlawful conduct whatsoever.

9. This Agreement is null and void if either the state or federal court in the cases set forth in paragraph five, decline to grant the requested stay/status quo relief.

10. This Agreement shall be construed and enforced in accordance with, and subject to, the laws of the State of Florida. Exclusive venue for any legal action brought under, or related to this Agreement, shall be Jacksonville, Duval County, Florida.

11. If any portion of this Agreement is found to be unenforceable, Washington and COJ desire that all other portions that can be separated from it shall remain fully valid and enforceable.


12. This Agreement may be executed in counterparts, each of which shall be deemed an original, and the counterparts shall together constitute one and the same agreement, notwithstanding that each party is not a signatory to the original or the same counterpart. Facsimile or scanned signatures shall be deemed as effective as original signatures.

13. Effective Date: This Agreement will go into effect on the day of Jacksonville City Council Approval, which for purposes of this Agreement is the day that City Council approves this Agreement through the passage of legislation. Should the legislation approving said Agreement not obtain City Council approval, the settlement/Agreement is null and void. Should City Council in any way approve said Agreement with modifications, Washington may revoke said Agreement within 48 hours from the day that City Council approves the legislation with modifications.

14. This Agreement is limited to its express terms and contains the entire understanding of the parties regarding its subject matter and may not be changed except by written instrument jointly executed by the parties.

15. Washington agrees that he and his counsel shall maintain the terms of this agreement in confidence, except as follows: (a) as required by court order or (b) to his attorney, and/or accountant (who should likewise be advised by Washington that such information is to remain confidential, to the extent permitted by law, pursuant to this Agreement); and shall not make, directly or indirectly, any written or verbal statement, including but not limited to social media posts, interviews, podcasts, or other media publications, or hold any press conferences regarding the terms of this Agreement other than the statement “the dispute between the parties has been resolved.” Washington’s agreement to not voluntarily disclose the terms of this agreement in no way affects COJ’s requirement to comply with Chapter 119, Florida Statutes.

16. By signing this Agreement, Washington acknowledges and confirms that: he has read this Agreement in its entirety and understands all of its terms, intends to release all claims against COJ in exchange for the consideration described in Paragraphs 1 and 2, has consulted with such counsel as he believed necessary before signing this Agreement, is signing this Agreement in exchange for good and valuable consideration, and knowingly, freely, and voluntarily agrees to all of the terms and conditions set out in this Agreement.

By:	 <small>ID KT19Enotip7GY2LixiqHPjC8</small>	5/1/2026
	_____ DAVID WASHINGTON	_____ Date
By:	<i>Percy Golden</i> PERCY GOLDEN, II	5/1/2026
	_____ DIRECTOR/FIRE CHIEF	_____ Date