

**IN THE UNITED STATES DISTRICT COURT
MIDDLE DISTRICT OF FLORIDA
JACKSONVILLE DIVISION**

CANDICE O'CONNELL

Plaintiff,

v.

Case No: 3:24-CV-00419

CITY OF JACKSONVILLE,
SOUTHERN BAPTIST HOSPITAL
OF FLORIDA, INC., and MEGAN
GRIFFITH, RN,

Defendants.

MEDIATION SETTLEMENT AGREEMENT

Plaintiff and City of Jacksonville agree to settle this case in full as follows:

- 1) The Plaintiff, Candice O'Connell, and Defendant, City of Jacksonville agree to settlement of this matter in the amount of \$175,000.00 to the Delegal, Poindexter & Underkofler, P.A. Trust Account pursuant to a form 1099.
- 2) This Agreement is subject to approval, pursuant to Jacksonville Municipal Code, by the Jacksonville City Council.
- 3) Within sixty (60) days of City Council Approval, Defendant will offer Plaintiff an administrative position with JFRD with i) a 40-hour work week; ii) a default schedule of 8 AM- 5 PM unless a flex schedule is requested and granted;

iii) the position coded as a special assignment; and iv) a position to be determined by JFRD in the divisions of Rescue, EPD or Administrative Services. Plaintiff can return to a 56-hour work week if she declines to accept the offered administrative position or resigns the offered administrative position. If Plaintiff does revert, Plaintiff will retain the rank of Rescue Captain (or any rank to which she has promoted).

4) Plaintiff will apply for the DROP program the earliest date she can do so after the City Council Approval of this Agreement.

5) Plaintiff agrees that she and her counsel shall maintain the terms of this agreement in confidence, except as follows: (a) as required by court order or (b) to her spouse, attorney, and/or accountant (who shall likewise be advised by Plaintiff that such information is to remain confidential pursuant to this agreement); and shall not make, directly or indirectly, any written or verbal public statement, including but not limited to social media posts, interviews, podcasts, or other media publications regarding the terms of this agreement, other than the statement "the dispute between the parties has been resolved."

6) The Parties agree that if Plaintiff files any legal claim or charge between the date of this agreement and the date that the legislation approving this settlement becomes effective, this settlement may be considered null and void, solely at the City's discretion.

7) Plaintiff agrees to execute a complete release of claims against the
attached
City of Jacksonville and its current and former employees with the exception of
any and all open workers' compensation claims.

8) For purposes of this Agreement, "City Council Approval" means the
day that City Council approves legislation accepting the terms of this Agreement
with a majority vote.

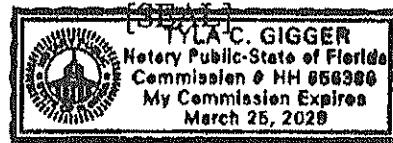
DATED this 28th day of August, 2025.

Candice O'Connell
CANDICE O'CONNELL

State of Florida
County of Duval.

The foregoing instrument was sworn to and subscribed before me this 28th day
of August, 2025, by the aforementioned Affiant who produced license as
identification, or who is personally known to me, and who did take an oath.

Jyla C. Gigger
Notary Public, State of Florida



SEAN B. GRANAT 11:21 am
8/28/25
SEAN B. GRANAT, ESQ.

RITA M. MAIRS 11:17 am
8/28/25
RITA M. MAIRS, ESQ.

Jenni O'Leary 11:10 AM
8/28/2025
CITY OF JACKSONVILLE

CITY OF JACKSONVILLE

