

## SETTLEMENT AND GENERAL RELEASE

This Settlement and General Release (the “Agreement”) is entered into by JASON WEATHINGTON, on behalf of himself, his spouse, heirs, successors, assigns, executors, and all other representatives (collectively “Weathington”), and the CITY OF JACKSONVILLE, a consolidated political subdivision and municipal corporation existing under the laws of the State of Florida, including the Jacksonville Sheriff’s Office (“JSO”), and all 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 Weathington against COJ related to his employment with COJ through the JSO, including Jason Weathington advs. Jacksonville Sheriff’s Office, Case No.: 20-020-D, pending before the City of Jacksonville’s Civil Service Board; Jason Weathington v. Office of the Sheriff, City of Jacksonville, Case No.: 16-2021-AP-1-XX-MA, before the Circuit Court, Fourth Judicial Circuit in and for Duval County, Florida; and Office of the Sheriff, City of Jacksonville v. Jason Weathington, Case No: 5D23-0146 before the Fifth District Court of Appeal. In consideration of the terms, conditions and agreements contained herein, the parties agree as follows:

1) In consideration of Weathington executing this Agreement, and subject to Weathington’s compliance with the terms set forth below, JSO will reinstate Weathington to the position of Police Officer as of November 20, 2020, through his agreed retirement date of September 1, 2024.

2) In consideration of the reinstatement of employment described above, Weathington agrees to the following material terms and conditions:

A) COJ shall pay Weathington back pay as follows:

- i) For the period of November 20, 2020, through August 31, 2022, Weathington shall receive back pay of 40 hours per week calculated at the Florida Minimum Wage hourly rate in effect at that time. Additionally, for that period of time, he will receive a \$75 monthly Service Incentive, an \$80 monthly State Education Incentive, a \$50 monthly State Career Incentive, and a \$200 monthly City Education Incentive. Each monthly incentive will be paid at a bi-weekly rate each pay period.
- ii) For the period of September 1, 2022, through the date that Weathington is placed on Administrative Leave (as referenced below), COJ shall compensate Weathington with full back pay.
- iii) All back pay, from November 20, 2020, through the date that Weathington is placed on Administrative Leave, shall be subject to normal tax withholdings and a 10% deduction for Weathington’s employee pension contribution.

- B) If this agreement is approved by the City Council of the City of Jacksonville, then the day after the approving legislation is signed by the Mayor, or becomes effective without the Mayor's signature, COJ shall place Weathington on Administrative Leave, at full pay, until September 1, 2024. During this period of Administrative Leave, Weathington will not have any law enforcement powers or authority.
- C) Weathington agrees to retire from employment with JSO on September 1, 2024, and to not seek reemployment with JSO or COJ. Weathington's retirement date shall be irrevocable.
- D) Weathington agrees to forfeit all leave and holidays he will accrue from the date he is placed on Administrative Leave until September 1, 2024.
- E) JSO shall amend Weathington's disciplinary charges to Incompetence and Improper Action, for which Weathington shall be issued a Written Reprimand Level Two with suspension. The length of the suspension shall be equal to the number of leave and holiday hours that Weathington would have earned between November 20, 2020, and the date that Weathington is placed on Administrative Leave. The suspension will be assessed by the forfeiture of that accrued leave. Weathington agrees to refrain from challenging or appealing the amended discipline and waives all appeal rights regarding the same.
- F) Weathington agrees to comply with all COJ and JSO policies while on Administrative Leave, and to maintain active Florida law enforcement certification. Weathington and COJ and JSO understand and agree that while he is on Administrative Leave, Weathington will not be assigned any specific duties, will not have any reporting requirements, and will not have any law enforcement powers or authority. It is recognized that Weathington's Florida law enforcement certification is currently scheduled to expire on March 30, 2024. JSO will provide Weathington with a list and hyperlinks to on-line classes he must successfully complete to maintain his certification. Weathington must provide certificates of completion of all required courses, and medical documentation supporting a firearms certification waiver to JSO prior to March 15, 2024. If Weathington's certification expires or is otherwise not maintained, he will be separated from employment with COJ and JSO as of March 30, 2024. If this separation occurs, and Weathington has not yet been placed on Administrative Leave, then March 30, 2024 shall serve as the end date of Weathington's entitlement to backpay and he shall not be placed on Administrative leave and will not be entitled to any Administrative Leave pay. If this separation occurs after Weathington has been placed on Administrative leave, then his Administrative Leave and related pay will end on March 30, 2024.
- G) In exchange for the consideration provided in this Agreement, Weathington and Weathington's heirs, executors, representatives, administrators, agents, insurers, and assigns (collectively, the "Releasers") irrevocably and unconditionally fully and forever waive, release, and discharge COJ, including COJ's parents, subsidiaries, affiliates, predecessors, successors, and assigns, and each of its and their respective

officers, directors, employees, in their corporate and individual capacities (collectively, the "Released Parties"), from any and all claims, demands, actions, causes of actions, judgments, rights, fees, damages, debts, obligations, liabilities, and expenses (inclusive of attorneys' fees) of any kind whatsoever, whether known or unknown (collectively, "Claims"), that Releasers may have or have ever had against the Released Parties, or any of them, arising out of, or in any way related to Weathington's hire, benefits, employment, termination, or separation from employment with COJ by reason of any actual or alleged act, omission, transaction, practice, conduct, occurrence, or other matter from the beginning of time up to and including the effective date of this Agreement, including, but not limited to:

- i) Any and all claims under Title VII of the Civil Rights Act of 1964 (Title VII), the Americans with Disabilities Act (ADA), existing claims under the Family and Medical Leave Act (FMLA), the Fair Labor Standards Act (FLSA), the Equal Pay Act, the Employee Retirement Income Security Act (ERISA) (regarding unvested benefits), the Civil Rights Act of 1991, Section 1981 of U.S.C. Title 42, the Fair Credit Reporting Act (FCRA), the Worker Adjustment and Retraining Notification (WARN) Act, the National Labor Relations Act (NLRA), the Age Discrimination in Employment Act (ADEA), the Uniform Services Employment and Reemployment Rights Act (USERRA), the Genetic Information Nondiscrimination Act (GINA), the Immigration Reform and Control Act (IRCA), the Constitution of the State of Florida, the Constitution of the United States of America, Florida's Veterans' Preference in Employment Act, Chapter 295 of the Florida Statutes, Florida's Public Employees Relations Act, Chapter 760 of the Florida Statutes, the Equal Pay Act, Chapter 447, Part II, Florida Statutes; Florida Civil Rights Act, as amended, Section 760.01 *et seq.*, Fla. Stat.; the Florida Whistleblower's Act, Section 112.3187 *et seq.*, Fla. Stat.; Section 440.205, Fla. Stat.; Section 760.50, Fla. Stat.; all including any amendments and their respective implementing regulations, and any other federal, state, local, or foreign law (statutory, regulatory, or otherwise) that may be legally waived and released; however, the identification of specific statutes is for purposes of example only, and the omission of any specific statute or law shall not limit the scope of this general release in any manner;
- ii) Any and all claims for compensation of any type whatsoever, including but not limited to claims for salary, wages, bonuses, commissions, incentives, compensation, vacation, and severance that may be legally waived and released;
- iii) Any and all claims arising under tort, contract, and quasi-contract law, including but not limited to claims of breach of an express or implied contract, tortious interference with contract or prospective business advantage, breach of the covenant of good faith and fair dealing, promissory estoppel, detrimental reliance, invasion of privacy, nonphysical injury, personal injury or sickness or any other harm, wrongful or retaliatory discharge, fraud, defamation, slander, libel, false imprisonment, and negligent or intentional infliction of emotional distress; and

- iv) Any and all claims for monetary or equitable relief, including but not limited to attorneys' fees, back pay, front pay, reinstatement, experts' fees, medical fees or expenses, costs and disbursements, punitive damages, liquidated damages, and penalties.

Additionally, Weathington 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. However, this general release and waiver of claims excludes, and Weathington does not waive, release, or discharge: (A) claims that cannot be waived by law, (B) any rights to vested benefits, such as pension or retirement benefits, the rights to which are governed by the terms of the applicable plan documents, and (C) the matters addressed in workers compensation case Jason Weathington v. Jacksonville Sheriff's Office, DOAH Case #19-018899RJH.

3) With respect to the waiver, release, and discharge of all claims arising under the Age Discrimination in Employment Act ("ADEA"), as amended, and its implementing regulations, by signing this Agreement Weathington acknowledges and confirms that:

- a. He has read this Agreement in its entirety and understands all of its terms;
- b. He has been advised in writing to consult with an attorney of his choosing and has consulted with such counsel as he believed necessary before signing this Agreement;
- c. He knowingly, freely, and voluntarily agrees to all of the terms and conditions set out in this Agreement;
- d. He is signing this Agreement in exchange for good and valuable consideration in addition to anything of value to which he is otherwise entitled;
- e. He was given at least twenty-one (21) days to consider the terms of the Agreement and consult with an attorney of his choice, although he may sign it sooner if desired, and changes of the Agreement, whether material or not, do not restart the running of the 21-day period;
- f. He understands he has seven (7) days after signing this Agreement to revoke the release in this paragraph by delivering written notice of revocation to the Office of General Counsel, Attention: Sean Granat; and
- g. He understands that the release contained in this paragraph does not apply to rights and claims that may arise after he signs this Agreement.

4) This Agreement fully resolves all of Weathington's claims and potential claims against COJ. No later than three days from the date he is placed on Administrative Leave,

Weathington and his counsel will dismiss Jason Weathington advs. Jacksonville Sheriff's Office, Case No.: 20-020-D, pending before the City of Jacksonville's Civil Service Board.

5) After signing the Agreement, Weathington agrees to not file any charges of discrimination, misconduct, or any other complaints, claims, or charges against JSO, including any new injuries or new dates of accidents for workers compensation benefits. If Weathington does file a complaint, claim or charge based upon any of the released provisions in this Agreement, Weathington shall pay all costs (including reasonable attorney's fees) incurred in defending the matter by any party so released.

6) The payments by JSO described in paragraph 2 also dispose of all claims for attorneys' fees that could legitimately be presented by any and all attorneys who represented Weathington in any matter against COJ and/or JSO that have been paid by Weathington or are still outstanding.

7) Weathington agrees to pay any and all taxes due by him as a consequence of any payments made pursuant to this Agreement. Weathington shall indemnify and defend COJ and JSO for any and all taxes, penalties, and/or other assessments that COJ or JSO is, or may become, obliged to pay on account of any payments made to Weathington as set forth in this Agreement.

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

9) This Agreement is a contract that 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. This Agreement may be executed electronically and in counterparts, each of which shall be deemed an original.

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

11) If this agreement is approved by the City Council, it will go into effect once the approving legislation is signed by the Mayor or becomes effective without the Mayor's signature.

12) 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.

13) Weathington is advised to consult with an attorney before signing this Agreement. By signing this Agreement Weathington 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 and JSO in exchange for the terms and conditions 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: \_\_\_\_\_

JASON WEATHINGTON

ATTEST:

CITY OF JACKSONVILLE, a consolidated political subdivision and municipal corporation existing under the laws of the State of Florida

By: \_\_\_\_\_

James R. McCain, Jr.  
Corporation Secretary

By: \_\_\_\_\_

Donna Deegan, Mayor

DATE: \_\_\_\_\_

FORM APPROVED:

By: \_\_\_\_\_

Office of General Counsel