

**SETTLEMENT AGREEMENT**

1. This is a settlement agreement between Eric Mitchell and the City of Jacksonville.
2. The parties agree to the settlement of the case *Eric Mitchell v. City of Jacksonville, Florida, Gail Loput, and Kurt Wilson*, Case No. 3:15-cv-01211-HES-JRK, currently pending in the Middle District of Florida, and all claims that have been made, could have been made, or could be made by Eric Mitchell against the City of Jacksonville, Loput, and/or Wilson related to the claims made in the above referenced case.
3. In full and final settlement of the case named above the City shall pay to Eric Mitchell, the sum of FORTY TWO THOUSAND and NO/100 DOLLARS (\$42,000.00) and to his attorneys, Sheppard, White, Kachergus & DeMaggio, P.A. the sum of TWO HUNDRED SEVENTY FIVE THOUSAND and NO/100 DOLLARS (\$275,000.00). The City shall also reassign Eric Mitchell as a Captain to the position of Special Event Coordinator; Mitchell may retain the position of Special Event Coordinator in the event he is promoted to District Chief.
4. In exchange for the settlement amount noted above, Eric Mitchell shall dismiss the case with prejudice. For himself, his successors and assigns, he fully and forever releases, waives and discharges the City and its current and former officers, agents, and employees, Loput, and Wilson from any and all claims, actions, demands, appeals, obligations, promises, liabilities, responsibilities, charges, expenses, rights and causes of action (including any right to demand or receive damages, costs, judgment, reinstatement, front pay, interest, declaratory relief, injunctive relief or attorneys' fees), whether known or unknown, arising out of, based on, or relating directly or indirectly to, the facts alleged in Case No. 3:15-cv-01211-HES-JRK. This Agreement includes, but is not limited to, a release and discharge of and from any claims,

actions, demands, appeals, obligations, promises, liabilities, responsibilities, charges, expenses, rights or causes of action (including any right to demand or receive damages, costs, or attorneys' fees) Eric Mitchell may have under any federal, state, or local laws or regulations currently in effect and/or applicable to Eric Mitchell, including, but not limited to, any provision or amendment of and to the Constitution of the State of Florida, the Constitution of the United States of America, Title VII of the Civil Rights Act of 1964, Sections 1981 and 1983 of the Civil Rights Act, the Civil Rights Act of 1991, the Age Discrimination in Employment Act, the Americans with Disabilities Act of 1990, the ADA Amendments Act of 2008, the Family and Medical Leave Act, the National Labor Relations Act, Florida Public Employees Relations Act, Chapter 760 of the Florida Statutes, the Equal Pay Act, the Florida Whistleblower Act and any other statutory or common law claims, including without limitation, claims for discrimination, retaliation, defamation, or interference with rights under state or federal laws or regulations, or local ordinances or civil service rules or regulations, occurring through the effective date of this Agreement. This release, waiver, and discharge shall not include claims against any Defendant arising after the date this settlement agreement is signed.

5. Eric Mitchell agrees that he is responsible for the payment of any and all taxes due by him, if any, as a consequence of any payments made pursuant to this Agreement. Eric Mitchell further agrees to indemnify and defend the City for any and all taxes, penalties, and/or other assessments that the City is, or may become, obliged to pay on account of any payments made to Eric Mitchell as set forth in this Agreement.

6. Neither this Agreement, nor anything contained in it, shall be construed as an admission by the City, Loput, or Wilson of any liability, wrongdoing, or unlawful conduct whatsoever.


7. The parties acknowledge that the monetary consideration listed in section 3 represents the total amount of this settlement agreement and includes and fully satisfies all claims for attorney's fees.


8. Eric Mitchell shall satisfy any and all outstanding liens and all subrogated interests that may exist relating to the case named above or any related claims and shall hold the City, Loput, and Wilson harmless from the same.

9. The parties acknowledge that this agreement is subject to the approval of the Jacksonville City Council. The City will make its best efforts to get the approving legislation passed in as expeditious manner as possible.

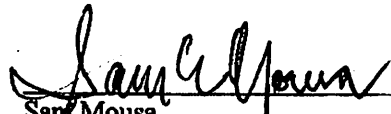
9. Eric Mitchell acknowledges that he has read this agreement, reviewed it with counsel, understands its terms and the legal effect thereof, and has voluntarily entered into it.


Date: 3-4-19

  
Eric Mitchell

  
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