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**From:** Lutrin, Jessica <jessica.lutrin@pillsburylaw.com>  
**Sent:** Thursday, July 25, 2019 5:53 PM  
**To:** Rhode, Lynne C. (City of Jacksonville)  
**Cc:** Bradley, Danielle  
**Subject:** No Public Statements

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Hi Lynne,

As discussed, attached please find the guidance on the no public statements.

Separately, I'd like to introduce you to my colleague, Danielle Bradley (copied), who is helping with this matter. Here is Danielle's contact information:

**Danielle Bradley | Associate**

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Please let us know if you have any questions.

Best,  
Jessica

**Jessica Lutrin | Partner**

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**JEA  
No Public Statements Guidance<sup>1</sup>**

The individual agreements for the Employee Protection and Retention Program (the “Retention Program”) and the Long-Term Performance Unit Plan (the “PUP”) contain a no public statements covenant. Eligible JEA employees who participate in the Retention Program and the PUP must comply with the covenant in order to receive the benefits under the Retention Program and the PUP, as applicable.

Set forth below is a list of activities that are permitted by the covenant. The list is non-exhaustive and all determinations regarding the covenant will be made by JEA in its sole and absolute discretion on a case-by-case basis in accordance with applicable law and based on the applicable facts and circumstances. Even though an activity is listed below as a permitted activity, depending on the facts and circumstances, JEA may determine that it violates or threatens to violate the covenant.

Notwithstanding the foregoing, under no circumstances may an eligible JEA employee make any (i) public statements regarding JEA, including, but limited to, JEA’s business and its directors, officers, employees, parents, subsidiaries, partners, affiliates, operating divisions, representatives and agents or any of their successors or assigns (the “JEA Parties”) on behalf, or as a representative or agent, of JEA and/or the City of Jacksonville unless pre-authorized in writing by JEA or (ii) public disparaging, negative or defamatory comments about the JEA Parties whether written, oral or electronic. This clause (ii) will not be violated by any truthful statement to the extent reasonably necessary in connection with any proceeding or as otherwise required by applicable law.

JEA reserves all its rights and remedies under the Retention Program and the PUP.

*Permitted Activities*

Under the no public statements covenant, an eligible JEA employee is permitted to make a public statement regarding the JEA Parties and the City of Jacksonville, including regarding the employee’s participation in the Retention Program and/or the PUP:

- as part of a complaint filed with a governmental authority against JEA and/or the City of Jacksonville, including, but not limited to, a whistleblower complaint;
- that is protected under applicable law, including, but not limited to, for the purpose of collective bargaining;
- on a confidential basis to the employee’s legal counsel, accountant and/or tax advisor;
- on a confidential basis to the employee’s spouse, children, parents and anyone else who shares the employee’s home; and

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<sup>1</sup> To be reviewed by Foley.

- to any governmental authorities, current or prospective service providers of JEA, current or prospective customers of JEA or current or prospective suppliers or vendors of JEA, in each case, in furtherance of the employee's duties to JEA and/or the City of Jacksonville, so long as such duties are authorized by JEA.