



SETTLEMENT AND VOLUNTARY DISMISSAL OF WAGE CLAIM AGREEMENT

Whether to consider a settlement is up to the parties. The Division takes no position on whether any party should settle. Parties may choose to settle for reasons such as quicker payment or closure, saving the time or burden of an investigation, resolving a dispute without a public finding, or choosing a compromise over a possibly less favorable outcome.

Settlements must be informed and voluntary, not coerced or induced by fraud. The Division will not advise whether to settle. You can seek advice from a lawyer or anyone else about whether to settle or if you do not understand any terms.

Parties may use their own settlement forms or may attach additional terms, if agreed upon, to this completed agreement. The Division offers this combined settlement/dismissal form to make the process clearer and easier for those choosing to settle. Any additional terms attached to this agreement must not contradict the terms of this agreement. Once this agreement is signed, the only promises and commitments that are binding are those in, or attached to, this agreement.

Settlements must be before a Division determination of liability to avoid [public disclosure of the determination](#) pursuant to the Wage Theft Transparency Act, C.R.S. § 8-1-115.

***Claim #:** _____ at the Division of Labor Standards and Statistics
*(required)

Claimant: _____ (below, referred to as "Claimant")

Employer: _____ (referred to as "Employer")

1. Employer and Claimant (together, the "Parties") agree, freely and without coercion or fraud, to settle all claims that either owes the other any wages or reimbursements, based on their agreement to all terms and explanations above and below.
2. Once this settlement is fully performed, it will permanently settle and terminate **any claim** under **any law**—state, federal, or local—that **either Party** owes the other **any wages, penalties, or reimbursements through the date of the settlement**. No part of any such claim then can be pursued in the Division, in court, or anywhere else. This settlement is not an admission that either Party was liable or was owed less than it may have claimed.
3. A copy of this agreement signed by both parties must be **received** by the Division (not just sent) no later than **seven (7) days** after the date by which both parties have signed this agreement (referred to as "**Settlement Date**"). Once the Division receives the copy, it will pause, but not yet terminate or dismiss, its investigation of Claimant's claim.
4. Employer will pay Claimant the following amount, which must be **received** by Claimant (not just sent) by **fourteen (14) days** after the Settlement Date (referred to as "**Payment Due Date**"). Payment will be sent to the following address that Claimant chooses, or by the following other method of payment that the parties agree on (for example, direct deposit).

_____ (referred to as "**Settlement Payment**")

*Write the amount in words, then as a number, like this: **One Dollar, \$1.***

List the address Claimant chooses for receiving payment or any other method of payment agreed to by the Parties.

5. **Twenty-one (21) days** after the Settlement Date, the Division will send both parties a withdrawal notice that the Claim is being **voluntarily dismissed with prejudice** (that is, permanently), unless Claimant informs the Division promptly that the Settlement Payment was not received, in which case the Division will restart its investigation of the Claim.
6. Scanned signatures provided by Claimant and Employer on their own behalf are acceptable as proof of agreement.

Claimant:

Employer:

Signature: _____

Print Name (Claimant and the person signing for Employer): _____

Date: _____

Phone: _____
