



## APPEALS: OPTIONAL VOLUNTARY SETTLEMENT AND WITHDRAWAL AGREEMENT

**Whether to consider a settlement is up to the parties.** The Division takes no position on whether you should settle. Parties may choose to settle for many reasons, such as:

- **speed** of both payment for the claimant, and resolution for the employer;
- **saving expense** of this and possible further appeals;
- **avoiding a loss** in the coming appeal, since no outcome is guaranteed;
- **closure** for both parties, with no future appeals.

This form is **optional**, for use if both/all parties want to settle a wage claim **before an appeal hearing**, in claims where the Division issued an initial determination that was appealed.

If the parties settle, the determination will remain a public document, as it already was issued.<sup>1</sup> But to facilitate a settlement, the Division will not pursue collections for the amounts ordered in the determination, if (1) the employer provides **proof of payment** for the amount agreed to in the settlement, and (2) the appealing party **withdraws the appeal**.

**Settlements must be informed and voluntary, not coerced or induced by fraud.** 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 attach additional terms** they agree to. The Division offers this form to make the settlement process clearer and easier. Any additional terms attached to this agreement must not contradict the terms of this agreement. Once this agreement is signed, the only binding promises and commitments are those in, or attached to, this agreement.

### Settlement Agreement:

Division of Labor Standards and Statistics Claim # (ex. 1000-25): \_\_\_\_\_

Claimant Name: \_\_\_\_\_ (below, referred to as “Claimant”)

Employer(s): \_\_\_\_\_ (referred to as “Employer”)

1. Employer(s) and Claimant (together, the “Parties”) agree, freely and without coercion or fraud, to settle the above claim, based on their agreement to all terms and explanations above and below.
2. The appealing party hereby withdraws their appeal request with the understanding that the appeal cannot be reopened or refiled.

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<sup>1</sup> The exception is that within 35 days of the determination, a claimant can terminate their claim, including as part of a settlement, which would rescind the determination. For more detail, see INFO #2C at [cdle.colorado.gov/INFOs](http://cdle.colorado.gov/INFOs).

3. Once this settlement is fully performed, it will permanently settle and close the **Division of Labor Standards and Statistics claim listed above** under any law (state, federal, or local) that either Party owes the other any of the wages, penalties, or reimbursements claimed and/or ordered. If the settlement is fully performed, no part of the claim 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 they claimed.
4. A copy of this agreement signed by the parties must be **received** by the Division no later than seven (7) days after the date by which both parties have signed it or by the time of the scheduled appeal hearing, whichever is sooner.
5. Employer will pay Claimant \$\_\_\_\_\_ (referred to as “**Settlement Payment**”), which must be **received** by Claimant (not just sent) by DATE:\_\_\_\_\_ (referred to as “**Payment Due Date**”).
6. Payment will be sent to the following address that Claimant chooses, or by the following other agreed-upon method of payment (for example, direct deposit).
- \_\_\_\_\_
- List the address the Claimant chooses for receiving payment or any other method of payment agreed to by the Parties.*
7. Employer acknowledges that if they fail to pay the Claimant as agreed-upon herein, the Division may pursue collections of the amounts in the Division’s determination, including any fines.
8. Scanned or electronic signatures provided by Claimant and Employer on their own behalf are acceptable as proof of agreement.

**Claimant:**

**Employer:**

**Signature:**

\_\_\_\_\_

\_\_\_\_\_

**Print Name**

(Claimant and person signing for Employer):

\_\_\_\_\_

\_\_\_\_\_

**Date:**

\_\_\_\_\_

\_\_\_\_\_

**Phone #:**

\_\_\_\_\_

\_\_\_\_\_