

**NORTH CAROLINA DEPARTMENT OF LABOR
STANDARDS AND INSPECTIONS DIVISION
EMPLOYMENT DISCRIMINATION BUREAU**

**IN THE MATTER OF: Complainant vs. Respondent
 File No: ### - ##**

SETTLEMENT AGREEMENT AND GENERAL RELEASE

THIS SETTLEMENT AGREEMENT AND GENERAL RELEASE (hereinafter referred to as the Agreement) is made and entered into by and between ___ (hereinafter referred to as Complainant) and _____ and any of its former or current employees, managers, attorneys, agents, officers, directors, owners and shareholders, in their official and individual capacities, and parent companies, subsidiaries, divisions, affiliates and successors (hereinafter referred to as Respondent).

WITNESSETH

WHEREAS, Complainant's employment with the Respondent has ended, and

WHEREAS, Complainant and Respondent want to settle fully and finally all differences and disputes between them arising out of Complainant's termination of employment with Respondent;

NOW, THEREFORE, in consideration of the mutual promises herein contained, it is agreed as follows:

FIRST: Non-Admission of Liability or Wrongful Conduct:

The Respondent's agreement to take the proposed action(s) set forth herein and the signing of this Agreement shall not in any way be deemed as an admission by the Respondent of any violation of the Retaliatory Employment Discrimination Act, or any other law or regulation.

SECOND: No Other Claims:

Complainant, for and in consideration of Settlement Payment, releases and forever discharges Respondent of and from any and all actions, cause or causes of action, suits, debts, dues and sums of money, judgments, demands and claims whatsoever pertaining to or growing out of the terms and provisions of the North Carolina Retaliatory Employment Discrimination Act (REDA) as it pertains to the adverse employment action alleged in the referenced complaint (**File No:** ____). Complainant agrees that the referenced complaint filed under the provisions of REDA with the Employment Discrimination Bureau of the North Carolina Department of Labor shall be considered fully resolved as a condition of this Agreement and said complaint shall be withdrawn.

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THIRD: Settlement Payment:

Upon execution of the Agreement, the Respondent agrees to pay Complainant the total amount, [less applicable holdings and taxes, (if W2)], of **Two-thousand Dollars (\$2,000.00)** (referred to as the Settlement Payment). This payment represents an arbitrary sum, and it shall be in full and complete settlement of any and all claims that Complainant has or had, whether known or unknown, up through and including the effective date of this Agreement. **The Respondent will prepare a check in the amount of \$2,000.00, [less applicable holdings and taxes, (if W2)] made payable to _____ and deliver the Settlement Payment along with the signed Agreement to the attention of _____, Discrimination Investigator, Employment Discrimination Bureau, North Carolina Department of Labor, 1101 Mail Service Center, Raleigh, NC 27699-1101. If sent by overnight delivery service, the address is 111 Hillsborough Street - EDB 6th floor, Raleigh, NC 27603.**

FOURTH: Indemnity:

The Respondent and Complainant acknowledge that the Settlement Payment is made in compromise of a disputed claim. Accordingly, the Respondent has agreed to issue a **Form 1099** with respect to this payment. **Complainant warrants and agrees that, to the extent that this Settlement Payment, or any part of this Settlement Payment, constitutes income for tax purposes, she will report such amount on her federal, state and social security taxes due thereon in the tax year when such returns or reports and payments are due; and she will indemnify and hold harmless the Respondent from and against any loss, cost or expense, including, but not limited to the amount of any taxes or social security payments, penalties, interest, and fines, arising out of or occasioned by any failure by her to report this Settlement Payment, or any part of the Settlement Payment, on any tax return or other return or report which may be required by law, or to pay the appropriate agency the appropriate amount of taxes which may be due on this Settlement Payment, in the tax year when any such payment is due, or any failure on the part of the Respondent to withhold taxes from the Settlement Payment. [This clause shall be deleted if taxes are withheld by Respondent.]**

FIFTH: Confidentiality and Non-Disparagement:

Complainant agrees that she will keep the amount of the Settlement Payment and the terms of this Agreement strictly confidential, and that she will not hereafter disclose any information concerning this Agreement or the allegations underlying the Agreement to anyone other than her spouse, attorney, or tax advisor as required for personal or professional reasons, and she will do so only after advising them of the restrictions with respect to confidentiality contained herein and obtaining their agreement to abide by the restrictions and to maintain any disclosed information in confidence. Additionally, Complainant agrees that she will not say anything or take any other action that could be construed as disparaging against the Respondent.

SIXTH: Inquiries Concerning Complainant:

In response to any inquiry, the Respondent further agrees to provide Complainant with a neutral reference limited to dates of employment and last position held. The Respondent further

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agrees there will be no mention of Complainant's protected activity of raising a question about her pay with the Respondent or the filing of her complaint with the North Carolina Department of Labor to potential employers who contact the Respondent.

SEVENTH: Knowing and Voluntary Waiver:

Complainant agrees that she has carefully read this Agreement, that the terms are fully understood, and that she voluntarily accepts these of her own free will without any further promises being made to her by the North Carolina Department of Labor or by the Respondent.

EIGHTH: Settlement of the REDA Complaint:

Complainant understands and agrees that her complaint, filed under the provisions of the North Carolina Retaliatory Employment Discrimination Act with the Employment Discrimination Bureau of the North Carolina Department of Labor (NCDOL), is fully and completely resolved with her execution of this Agreement and acceptance of the Settlement Payment. Complainant and the Respondent agree and understand that the NCDOL will close their investigation as a condition of this Agreement.

NINTH: Execution of this Settlement Agreement:

This Agreement may be executed in counterparts (each of which shall be deemed to be an original but all of which taken together shall constitute one and the same agreement) and shall become effective when one or more counterparts have been signed by each of the parties and delivered to the North Carolina Department of Labor Employment Discrimination Bureau. Signed copies of this agreement, including electronic, faxed, etc., may be used in lieu of originals for any purpose.

Signature of Respondent Official

Signature of Complainant

Title of Respondent Official

Date Signed

Date Signed

