

VOLUNTARY NO-FAULT RESOLUTION AGREEMENT FOR EMPLOYMENT COMPLAINTS

Charging Party,

vs.

HRB Case No.: _____

EEOC Case No.: 32D-201_____

Respondent.

This Agreement is between _____ (Charging Party) and _____ (Respondent). In the interest of the voluntary resolution of their differences, the parties have entered into this Agreement in exchange for good and valuable consideration.

This Agreement has been submitted to the Human Rights Bureau (Bureau) for review and approval in exchange for the Bureau's agreement not to pursue re-designation under Section 49-2-210, MCA.

To resolve this case, the parties agree as follows:

1. Respondent agrees to provide (INSERT AFFIRMATIVE RELIEF)

Not every case has a monetary settlement or even with a monetary settlement the parties may agree on relief such as policy review, training, or posting discrimination law notices.

2. Respondent agrees to pay Charging Party the sum of *** and No/100 Dollars (\$____) allocated as follows:
 - a. Alleged lost wages in the gross sum of _____ and No/100 Dollars (\$____) less all applicable federal and state withholdings based on Charging Party's IRS Form W-4 on file and of record with Respondent. Respondent shall provide to Charging Party an IRS Form W-2 for said payment at the end of tax year 201__.
 - b. Alleged emotional distress damages in the amount of _____ and No/100 Dollars (\$____). Respondent shall provide to Charging Party an IRS Form 1099 for said payment at the end of tax year 201__.

- c. The checks shall be mailed to Charging Party at _____ within ten (10) business days following the execution of this document by both parties [OR “expiration of the revocation period set forth in paragraph 8 below.”] Respondent shall submit copies of the checks to the Bureau as verification of payment.
 - d. Charging Party shall be solely responsible for payment of any taxes that may accrue as a result of the payments under this Agreement. The parties also acknowledge that neither the Bureau nor Respondent provided Charging Party with advice regarding the respective tax implications of this Agreement.
3. This Agreement does not constitute an admission by Respondent of any violation of law and Respondent enters into this Agreement solely to resolve the matter without further proceedings.
4. Charging Party agrees that this Agreement serves as a withdrawal of Case Nos. HRB _____ and agrees not to initiate any new complaint under the Montana Human Rights Act or any federal discrimination laws based upon the facts underlying the present complaint subject to the performance by Respondent of the terms of this Agreement.
5. Charging Party also agrees that Charging Party’s signature on this Agreement serves as a request that the EEOC dismiss the federal portion of Charging Party’s complaint, 32D-201_____. The Bureau agrees to recommend to the EEOC that it should dismiss the federal portion of Charging Party’s complaint.
6. Respondent agrees to conduct business in a manner that does not discriminate because of race, color, national origin, religion, creed, age, physical or mental disability, marital status, or sex (*include political belief for public entities.*)
7. Respondent agrees not to retaliate against any person for opposing unlawful discriminatory practices, filing a discrimination complaint, testifying, assisting or participating in a discrimination proceeding.
8. The Bureau agrees to cease processing this case and further agrees to not re-designate the complaint pursuant to 49-2-210, MCA.
9. [***Only use if there is an age discrimination claim or CP is over 40] The charge being resolved in this Agreement either includes an allegation of age discrimination or, because the Charging Party is age 40 or above, could be amended to add an allegation of age discrimination. Therefore, pursuant to the Older Workers Benefit Protection Act, Charging Party understands that Charging Party’s signature on this Agreement waives his/her right to either

bring or amend the charge to include an age discrimination claim against Respondent based on events which have transpired prior to the execution of this Agreement. The parties agree that Charging Party has at least twenty-one (21) days after receiving this Agreement in which to consider it. Charging Party agrees that this is a reasonable period of time in which to consider this Agreement. The parties understand that this Agreement shall not become effective and enforceable for a period of seven (7) days after Charging Party has signed it and that, during this seven (7) day period, the Agreement may be revoked by Charging Party. In the event Charging Party revokes this Agreement during the revocation period, Charging Party shall immediately notify the Bureau.]

10. Charging Party and Respondent agree that the terms of this Agreement shall be kept confidential and shall not be publicly disclosed by them or their representatives, except a party may disclose such information as is required by law or court order. This confidentiality provision does not extend to testimony provided by Charging Party in and Bureau or EEOC proceeding, if any.
11. This Agreement constitutes the entire Agreement of the parties regarding this case. The parties have either obtained the assistance of counsel to advise them concerning the terms of this Agreement, or waived their right to legal counsel, understanding that each had a right to legal counsel. The parties acknowledge that they have read this Agreement in its entirety before signing it, that they understand all of the terms of this Agreement, and that they have freely entered into this Agreement.
12. Pursuant to any situation which warrants such action, either party or the Bureau, may compel compliance with the terms of this Agreement. Venue of any action to compel compliance with the terms of this Agreement shall be in Lewis and Clark County, Montana. The parties agree that this Agreement will be admissible in any action to compel compliance with this Agreement. The prevailing party in any action to compel compliance with this Agreement shall be entitled to recover reasonable attorney fees and costs.
13. This Agreement may be executed by either party or the Bureau in counterparts. Each counterpart, bearing original signatures together with the Agreement shall constitute one instrument. Facsimile or electronic e-mailed copies of signature pages shall be considered and are hereby deemed to be original signatures for all purposes.

SIGNATURES:

Charging Party

Date

Respondent

Date

FOR THE HUMAN RIGHTS BUREAU :

I approve of this voluntary resolution to the extent that the Agreement applies to claims arising under the Montana Human Rights Act/Governmental Code of Fair Practices and to the extent that the claims being released fall within the jurisdiction of the Human Rights Bureau. The Bureau's obligations regarding the confidentiality of this Agreement are set forth in 24.8.210, ARM.

Marieke Beck
Bureau Chief

Date