

**UNITED STATES
SECURITIES AND EXCHANGE COMMISSION
Washington, D.C. 20549**

FORM 8-K

**CURRENT REPORT
Pursuant to Section 13 or 15(d)
of the Securities Exchange Act of 1934**

Date of Report (Date of earliest event reported): December 18, 2018

COLONY CAPITAL, INC.

(Exact Name of Registrant as Specified in Its Charter)

Maryland
(State or Other Jurisdiction of
Incorporation or Organization)

001-37980
(Commission
File Number)

46-4591526
(I.R.S. Employer
Identification No.)

**515 S. Flower Street, 44th Floor
Los Angeles, California**
(Address of principal executive offices)

90071
(Zip Code)

Registrant's telephone number, including area code: (310) 282-8820

N/A
(Former name or former address, if changed since last report.)

Check the appropriate box below if the Form 8-K filing is intended to simultaneously satisfy the filing obligation of the registrant under any of the following provisions (see General Instruction A.2. below):

- Written communications pursuant to Rule 425 under the Securities Act (17 CFR 230.425)
 - Soliciting material pursuant to Rule 14a-12 under the Exchange Act (17 CFR 240.14a-12)
 - Pre-commencement communications pursuant to Rule 14d-2(b) under the Exchange Act (17 CFR 240.14d-2(b))
 - Pre-commencement communications pursuant to Rule 13e-4(c) under the Exchange Act (17 CFR 240.13e-4(c))
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Indicate by check mark whether the registrant is an emerging growth company as defined in Rule 405 of the Securities Act of 1933 (§230.405 of this chapter) or Rule 12b-2 of the Securities Exchange Act of 1934 (§240.12b-2 of this chapter).

Emerging growth company

If an emerging growth company, indicate by check mark if the registrant has elected not to use the extended transition period for complying with any new or revised financial accounting standards provided pursuant to Section 13(a) of the Exchange Act.

Item 1.01 Entry into a Material Definitive Agreement.

The information set forth in Item 5.02 of this Current Report on Form 8-K is incorporated herein by reference.

Item 5.02 Departure of Directors or Certain Officers; Election of Directors; Appointment of Certain Officers; Compensatory Arrangements of Certain Officers.

On December 18, 2018, Colony Capital, Inc. (the "Company") entered into a Separation Agreement and Release of Claims (the "Separation Agreement") with Richard B. Saltzman in connection with the Company's previously announced mutual agreement between the Company's board of directors (the "Board") and Mr. Saltzman, pursuant to which Mr. Saltzman no longer serves as the Company's President and Chief Executive Officer or as a member of the Board.

Mr. Saltzman currently serves as a director of Colony Credit Real Estate, Inc. ("CLNC") and NorthStar Realty Europe Corp. ("NRE"), two publicly traded companies for which the Company serves as the external manager. Mr. Saltzman will continue to serve as a director of CLNC and NRE, although he does not currently qualify as an independent director. Other Company executive officers also serve as directors of these companies, although each company's board is comprised of a majority of independent directors.

Pursuant to the Separation Agreement, and provided that Mr. Saltzman does not revoke the Separation Agreement by December 25, 2018, Mr. Saltzman will receive the benefits and payments provided for in his employment agreement, as amended (as described in the Company's definitive proxy statement on Schedule 14A filed with the Securities and Exchange Commission on April 3, 2018) consisting of (i) a lump sum cash payment equal to three times the sum of his base salary and average annual bonus with respect to the three prior calendar years, (ii) a pro-rated target bonus for the year of termination, (iii) continued medical, dental and vision benefits at active employee rates for 24 months following November 5, 2018 (the "Separation Date"), and (iv) full vesting of all equity-based awards of the Company, carried interests and other like compensation that he holds to the extent unvested on the Separation Date. In addition, under the Separation Agreement, if during the period beginning on the Separation Date and ending on the earlier of November 5, 2021 and the date on which Mr. Saltzman no longer serves on NRE's board of directors (the "NRE Board"), Mr. Saltzman does not receive compensation from NRE for his service on NRE Board, the Company will pay Mr. Saltzman cash payments in an amount that the Company determines in good faith to be substantially equivalent to the amount of cash and equity compensation that the other members of the NRE Board receive for service during such period and the time in which such compensation is received and/or vests. Further, pursuant to the Separation Agreement, the Company has agreed to grant Mr. Saltzman a number of NRE shares equal to his unvested NRE shares held immediately prior to the Separation Date to the extent such unvested shares are forfeited for any reason following the Separation Date. Mr. Saltzman has also agreed to resign as a director of CLNC or NRE upon the written request of the Company made prior to November 5, 2021.

In consideration for the foregoing, the Separation Agreement contains a general release of claims by Mr. Saltzman against the Company.

The foregoing description of the Settlement Agreement does not purport to be complete and is qualified in its entirety by reference to the Settlement Agreement and Release, which is attached hereto as Exhibit 10.1 and is incorporated herein by reference.

Item 9.01 Financial Statements and Exhibits.

(d) Exhibits.

Exhibit No.	Description
<u>10.1</u>	Separation Agreement and Release of Claims, dated as of December 18, 2018, between Colony Capital, Inc. and Richard B. Saltzman

SIGNATURES

Pursuant to the requirements of the Securities Exchange Act of 1934, as amended, the registrant has duly caused this report to be signed on its behalf by the undersigned hereunto duly authorized.

Date: December 21, 2018

COLONY CAPITAL, INC.

By: /s/ Darren J. Tangen
Darren J. Tangen
President, Chief Financial Officer & Treasurer

SEPARATION AGREEMENT AND RELEASE OF CLAIMS

Colony Capital, Inc. (“Colony” and together with its subsidiaries, the “Employer”) and Richard B. Saltzman (“Executive”), a former employee of Colony, hereby enter into and agree to be bound by this Separation Agreement and Release of Claims (this “Agreement”). Executive acknowledges that he is required to execute this Agreement in order to be eligible to receive (1) certain post-termination benefits (the “Post-Termination Benefits”) as set forth in Section 4(c)(ii) of his Employment Agreement with Colony, dated December 23, 2014, as subsequently amended by the First Amendment to the Employment Agreement, dated June 2, 2016 (the “Employment Agreement”) and (2) the payments and benefits described in Section 6 herein (the “Board Payments”). Unless otherwise indicated, capitalized terms used but not defined herein shall have the meanings specified in the Employment Agreement.

1. SEPARATION DATE. Executive acknowledges and agrees that his separation from Employer was effective as of November 5, 2018 (the “Separation Date”).
2. WAGES FULLY PAID. Executive acknowledges and agrees that he has received payment in full for all salary and other wages, including without limitation any accrued, unused vacation or other similar benefits earned through the Separation Date.
3. EXECUTIVE’S GENERAL RELEASE OF CLAIMS.
 - (a) Waiver and Release. Pursuant to Section 4(c)(ii) of the Employment Agreement, and in consideration of the Post-Termination Benefits and the Board Payments to be provided to Executive as outlined in the Employment Agreement and this Agreement as set forth herein, Executive, on behalf of himself and his heirs, executors, administrators and assigns, forever waives, releases and discharges Employer, its officers, directors, owners, shareholders and agents (collectively referred to herein as, the “Employer Group”), and each of its and their respective officers, directors, shareholders, members, managers, employees, agents, servants, accountants, attorneys, heirs, beneficiaries, successors and assigns (together with the Employer Group, the “Employer Released Parties”), from any and all claims, demands, causes of actions, fees, damages, liabilities and expenses (including attorneys’ fees) of any kind whatsoever, whether known or unknown, that Executive has ever had or might have against the Employer Released Parties that directly or indirectly arise out of, relate to, or are connected with, Executive’s services to, or employment by the Company, including, but not limited to (i) any claims under Title VII of the Civil Rights Act, as amended, the Americans with Disabilities Act, as amended, the Family and Medical Leave Act, as amended, the Fair Labor Standards Act, as amended, the Equal Pay Act, as amended, the Employee Retirement Income Security Act, as amended (with respect to unvested benefits), the Civil Rights Act of 1991, as amended, Section 1981 of Title 42 of the United States Code, the Sarbanes-Oxley Act of 2002, as amended, the Worker Adjustment and Retraining Notification Act, as amended, the Age Discrimination in Employment Act, as amended, the Uniform Services Employment and Reemployment Rights Act, as amended, the California Fair Employment and Housing Act, as amended, and the California Labor Code, as amended, and/or any other federal, state or local law (statutory, regulatory or otherwise) that may be legally waived and released and (ii) any tort and/or contract claims, including any claims of wrongful discharge, defamation, emotional distress, tortious interference with contract, invasion of privacy, nonphysical injury, personal injury or sickness or any other harm. Executive acknowledges that if the Equal Employment Opportunity Commission or any other administrative agency brings any charge or complaint on his behalf or for his benefit, this Agreement bars Executive from receiving, and Executive hereby waives any right to, any monetary or other individual relief related to such a charge or complaint. The release contained in this Agreement,

however, excludes (i) any claims made under state workers' compensation or unemployment laws, and/or any claims that cannot be waived by law, (ii) claims with respect to the breach of any covenant (including any payments under the Employment Agreement) to be performed by Employer after the date of this Agreement, (iii) any rights to indemnification or contribution or directors & officers liability insurance under the Employment Agreement, Indemnification Agreement, any operative documents of the Company or any applicable law, (iv) any claims as a holder of Company equity awards under the Company's equity incentive plans or as a holder of Fund Incentives, and (v) any claims for vested benefits under any employee benefit plan (excluding any severance plan and including claims under the Consolidated Omnibus Budget Reconciliation Act of 1985) or any claims that may arise after the date Executive signs the Agreement.

(b) Waiver of Unknown Claims; Section 1542. Executive intends to fully waive and release all claims against Employer; therefore, he expressly understands and hereby agrees that this Agreement is intended to cover, and does cover, not only all known injuries, losses or damages, but any injuries, losses or damages that he does not now know about or anticipate, but that might later develop or be discovered, including the effects and consequences of those injuries, losses or damages. Executive expressly waives the benefits of and right to relief under California Civil Code Section 1542 ("Section 1542"), or any similar statute or comparable common law doctrine in any jurisdiction. Section 1542 provides:

Section 1542. (General Release-Claims Extinguished) A general release does not extend to claims which the creditor does not know or suspect to exist in his or her favor at the time of executing the release, which if known by him or her must have materially affected his or her settlement with the debtor.

Executive understands and acknowledges the significance and consequences of this specific waiver of Section 1542 and, having had the opportunity to consult with legal counsel, hereby knowingly and voluntarily waives and relinquishes any rights and/or benefits which he may have thereunder. Without limiting the generality of the foregoing, Executive acknowledges that by accepting the benefits and payments offered in exchange for this Agreement, he assumes and waives the risks that the facts and the law may be other than he believes and that, after signing this Agreement, he may discover losses or claims that are released under this Agreement, but that are presently unknown to him, and he understands and agrees that this Agreement shall apply to any such losses or claims.

(c) Acknowledgement of ADEA Waiver. Without in any way limiting the scope of the foregoing general release of claims, Executive acknowledges that he is waiving and releasing any rights he may have under the Age Discrimination in Employment Act of 1967 (the "ADEA") and that such waiver and release is knowing and voluntary. This waiver and release does not govern any rights or claims that might arise under the ADEA after the date this Agreement is signed by Executive. Executive acknowledges that: (i) the consideration given for this Agreement is in addition to anything of value to which Executive otherwise would be entitled to receive; (ii) he has been advised in writing to consult with an attorney of his choice prior to signing this Agreement; (iii) he has been provided a full and ample opportunity to review this Agreement, including a period of at least twenty-one (21) days within which to consider it (which will not be lengthened by any revisions or modifications); (iv) he has read and fully understands this Agreement and has had the opportunity to discuss it with an attorney of his choice; (v) to the extent that Executive takes less than twenty-one (21) days to consider this Agreement prior to execution, he acknowledges that he had sufficient time to consider this Agreement with counsel and that he expressly, voluntarily and knowingly waives any additional time; and (vi) Executive is aware of his right to revoke this Agreement at any time within the seven (7)-day period following the date on which he executes this Agreement. Executive further understands that he shall relinquish any right he has to Post-Termination Benefits described in the Employment Agreement and the Board Payments if he exercises his right to revoke this Agreement. Notice of

revocation must be made in writing and must be received by Mark Hedstrom, no later than 5:00 p.m. Pacific Time on the seventh (7th) calendar day immediately after the day on which Executive executes this Agreement.

4. NO CLAIMS BY EXECUTIVE. Executive affirms and warrants that he has not filed, initiated or caused to be filed or initiated any claim, charge, suit, complaint, grievance, action or cause of action against Employer or any of the other Employer Released Parties.

5. NO ASSIGNMENT OF CLAIMS. Executive affirms and warrants that he has made no assignment of any right or interest in any claim which he may have against any of the Employer Released Parties.

6. BOARD SERVICE.

(a) Board Service Payments. If during the period beginning on the Separation Date and ending on the earlier of (i) November 5, 2021 and (ii) the date on which Executive no longer serves on the board of directors of NorthStar Realty Europe Corp. (the "NRE Board"), Executive does not receive compensation from NorthStar Realty Europe Corp. for Executive's service on the NRE Board that is at least equal to that provided to other non-employee members of the NRE Board, then Colony shall provide cash payments to Executive that Colony determines in good faith to be substantially equivalent to both (x) the amount of compensation (including both cash and equity compensation) that the other non-employee members of the NRE Board receive in connection with such service for such period and (y) the time in which such compensation is received and/or vests.

(b) Resignation from Boards. Colony may request that Executive resign from the NRE Board and/or the board of directors of Colony Credit Real Estate, Inc. at any time following the Separation Date and prior to November 5, 2021 (the "Resignation Request") and Executive shall take all actions necessary to resign from the applicable board of directors effective no later than three (3) business days following Executive's receipt of the Resignation Request.

(c) Unvested NRE Shares. If the unvested shares of NRE restricted stock that Executive held immediately prior to the Separation Date are forfeited for any reason following the Separation Date, then Colony will grant Executive an equal number of fully vested shares of NRE common stock as soon as practicable following the date of such forfeiture.

(d) Withholding Taxes. Any amounts payable to Executive pursuant to this Section 6 shall be subject to withholding for applicable taxes.

7. ADVICE OF COUNSEL. Executive acknowledges: (a) that he has been advised to consult with an attorney regarding this Agreement; (b) that he has, in fact, consulted with an attorney regarding this Agreement; (c) that he has carefully read and understands all of the provisions of this Release; and (d) that he is knowingly and voluntarily executing this Agreement in consideration of the Post-Termination Benefits provided under the Employment Agreement and the Board Payments.

[remainder of page intentionally left blank]

IN WITNESS WHEREOF, Colony and Executive have caused this Agreement to be executed as of the date set forth below.

COLONY CAPITAL, INC.

/s/ Mark M. Hedstrom

Name: Mark M. Hedstrom

Title: Exec VP & COO

Date: December 18, 2018

EXECUTIVE

/s/ Richard B. Saltzman

Richard B. Saltzman

Date: December 18, 2018

[Signature Page to Saltzman Separation Agreement and Release of Claims]