

STATE OF INDIANA  
CIVIL RIGHTS COMMISSION

VP  
**FILE DATED**

DEC 15 2006

Indiana State Civil Rights Commission

Chantelle R. Nichols,

Complainant,

v.

Indy Subs, LLC,

Respondent.

DOCKET NO. EMse03110406

**CONSENT AGREEMENT**

This Agreement between Chantelle R. Nichols, hereinafter called Complainant, and Indy Subs, LLC, hereinafter called Respondent, is entered into in full conciliation and settlement of the complaint filed by Complainant with the Indiana Civil Rights Commission as Docket No. EMse03110406 charging Respondent with unlawful discrimination on the basis of sex in employment.

The parties hereby agree to and do settle the above matters in the following extent and manner:

1. Complainant and Respondent shall forego their right to a public hearing before the Indiana Civil Rights Commission on the issues raised by Complainant's above-referenced complaint. Both parties agree to waive their right to a formal determination by the Commission on matters that were or might have been alleged as charges settled by this Agreement. Furthermore, the

Indiana Civil Rights Commission does not waive its right to process any other charges filed against Respondent.

2. Complainant hereby waives any and all claims to remedies except as herein provided and covenants not to sue Respondent with respect to the matters, actions, or circumstances which gave rise to the above-referenced complaint, subject to performance by the Respondent of the promises and representations contained herein. The Commission shall determine whether Respondent has complied with the terms of this Agreement.

3. The parties agree that the Indiana Civil Rights Commission is authorized to investigate compliance with this agreement, and that this agreement may be specifically enforced in court by the ICRC or the parties and may be used as evidence in a subsequent proceeding in which a breach of this agreement is alleged.

4. The parties acknowledge that execution of this Agreement does not constitute any admission on the part of Respondent that it has violated any law or committed any wrongful act, nor does it constitute any less belief in the correctness of the complaint by Complainant. Such execution only represents the parties' desire to settle and conciliate this matter without the necessity and burdens of a public hearing.

5. Respondent agrees that there shall be no discrimination or retaliation of any kind against Complainant because of the filing of this complaint with the Indiana Civil Rights Commission.

6. Respondent agrees to pay Complainant \$ 600.00 as full and complete monetary settlement of ICRC Complaint No. EMse03110406 within five (5) days of receiving a fully executed copy of this agreement and simultaneously mailing (or faxing) to the Indiana Civil Rights Commission a copy of the check disbursed to Complainant.

7. Respondent represents that it is and shall be the continuing policy of Indy Subs, LLC to actively recruit, hire, and promote qualified employees without regard to the race, religion, color, sex, national origin, ancestry, or handicap of the individual. This policy of non-discrimination shall encompass all aspects of the employer-employee relationship including hiring, job assignments, upgrading, promotion, transfer, selection for training, rates of pay and all other employment benefits.

8. In the event Respondent posts a notice at Respondent's place of business soliciting employment applications during the two years following the Commission's approval of this consent agreement, Respondent agrees to include in such notice a statement in bold print that Respondent is an equal employment opportunity employer. However, this commitment shall not obligate Respondent to breach the terms of Respondent's franchise agreement to the extent such forbids the posting of invitations for employment applications or notices of employment opportunities

9. Complainant agrees to withdraw her complaint against Respondent

pending before the Indiana Civil Rights Commission and any complaint, grievance or action of law regarding the issues herein resolved which she may have filed with any other tribunal having jurisdiction. Complainant agrees that this Agreement, when fully executed, shall constitute her request and motion for withdrawal of any such complaint, grievance or action to any such tribunal or agency.

COMPLAINANT:

*Chantelle Nichols*

Signature of Complainant

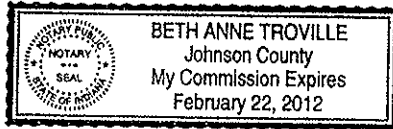
*chantelle nichols*

Type or print name of Complainant

STATE OF \_\_\_\_\_ )

COUNTY OF \_\_\_\_\_ )

Before me, a Notary Public in and for said County and State, personally appeared Chantelle R. Nichols and acknowledged the execution of the foregoing Consent Agreement this 16 day of November, 2006



*Beth Anne Troville*  
Signature of Notary Public

\_\_\_\_\_  
Printed Name of Notary

Notary's County of Residence is \_\_\_\_\_ County,  
\_\_\_\_\_. And Notary's  
commission expires \_\_\_\_\_

RESPONDENT

By: *Simon DeBe*

Capacity: MEMBER, INDY SUBS, LLC

STATE OF \_\_\_\_\_ )  
COUNTY OF \_\_\_\_\_ )

Before me, a Notary Public in and for said County and State, personally appeared \_\_\_\_\_ and acknowledged the execution of the foregoing Consent Agreement this \_\_\_\_\_ day of \_\_\_\_\_, 2006.

\_\_\_\_\_  
Signature of Notary Public

\_\_\_\_\_  
Printed Name of Notary

Notary's County of Residence is \_\_\_\_\_ County,  
\_\_\_\_\_. And Notary's  
commission expires \_\_\_\_\_

The foregoing Consent Agreement has been signed and entered as record  
before the Indiana Civil Rights Commission this 15<sup>th</sup> day of  
December, 2006.

Barry D. Baynard  
COMMISSIONER

Alfred Blanton  
COMMISSIONER

[Signature]  
COMMISSIONER

Ch. D. Hill  
COMMISSIONER

To be served either personally or by first class mail, postage prepaid on the  
following parties and attorneys: