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STATE OF INDIANA  
CIVIL RIGHTS COMMISSION

DOCKET NO. PAr05020086

CLAUDETTE PENDLETON, individually  
and on behalf of her minor children,  
CHRISTOPHER SCOTT, CAILIN SCOTT  
and CHRISTA SCOTT,

Complainants,

v.

STEAK 'N SHAKE,

Respondent.

FILE DATED

MAR 28 2008

Indiana State Civil Rights Commission

**CONSENT AGREEMENT**

This Agreement between Claudette Pendleton, individually and on behalf of her minor children, Christopher Scott, Cailin Scott, and Christa Scott (hereinafter called "Complainants") and Respondent, Steak 'n Shake (hereinafter called "Respondent"), is hereby entered into in full settlement of the complaint, as amended, filed by Complainants with the Indiana Civil Rights Commission (hereinafter called "the Commission") as Docket No. PAr05020086, alleging unlawful discrimination on the basis of race in public accommodations.

The parties agree to and do settle the above matter as follows:

1. Complainants and Respondent shall forego their right to a Public Hearing before the Commission on the issues raised by Complainants' above-referenced complaint. The parties agree to waive their right to a formal determination by the Commission on matters which were or might have been alleged as charges settled by this Agreement.
2. Complainants hereby fully and completely release and waive any and all claims to remedies except as herein provided and covenant not to sue Respondent with respect to

the matters, actions or circumstances which gave rise to the above-referenced complaint, subject to performance by Respondent of the promises and representations contained herein.

3. Complainants and Respondent agree that the Commission may review compliance with this Agreement.

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 acts, nor does it constitute any less belief in the correctness of the complaint filed by Complainants. Such execution only represents the parties' desire to settle and conciliate this matter without the necessity and burdens of a Public Hearing. In addition, the parties acknowledge that they have entered into a Supplemental Agreement concerning this matter.

5. Respondent agrees that there will be no discrimination or retaliation of any kind against Complainants because of the filing of this complaint with the Commission.

6. Respondent agrees to pay Complainants and deposit with the Commission, as escrow agent, a cashier's check in the amount of Twelve Thousand Dollars and No Cents (\$12,000.00), made payable to Claudette Pendleton only, said amount representing full settlement of any and all damages at issue in relation to the above-referenced complaint. Respondent is to submit such check on or before March 10, 2008.

7. Respondent represents that it is and shall be the continuing policy of Steak 'n Shake to provide equal access and services within its restaurants for all prospective customers without regard to the race, color, sex, disability, religion, ancestry or national origin of the individual.

8. Respondent has and/or shall publish non-discrimination provisions for customers contained within handbooks distributed to all employees. A copy of that provision is attached and incorporated herein by reference as Exhibit A.

9. Complainants agree to withdraw their complaint, as amended, against Respondent pending before the Commission, and any other complaint, grievance or action of law regarding the issues herein resolved which they may have filed with any other tribunal having jurisdiction. Complainants agree that this Agreement, when fully executed, shall constitute their request and motion for withdrawal of any such complaint, grievance or action to any such tribunal or agency.

COMPLAINANT:

Claudette Pendleton

Signature of Complainant

Claudette Pendleton

Type or print name of Complainant

STATE OF Illinois )

COUNTY OF COOK )

SS:

Before me, a Notary Public, in and for said County and State, personally appeared

Claudette M. Pendleton and acknowledged the execution of the foregoing Consent

Agreement, this 29<sup>th</sup> day of February, 2008.

Imelda Munoz

Signature of Notary Public

Imelda Munoz

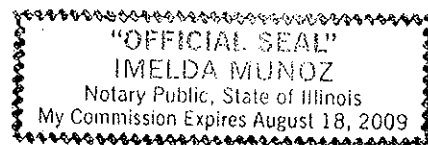
Type or print name of Notary Public

County of Residence:

COOK

My Commission Expires:

August 18<sup>th</sup>, 2009



RESPONDENT:

By: [Signature]

For: Steak n Shake

STATE OF Indiana )

COUNTY OF Marion ) SS:

Before me, a Notary Public, in and for said County and State, personally appeared

Barry C. Paige, the Associate Counsel of Steak n Shake and

acknowledged the execution of the foregoing Consent Agreement, this 13<sup>th</sup> day of March, 2008.

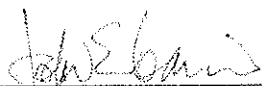
[Signature]  
Signature of Notary Public

Lisa Blythe  
Type or print name of Notary Public

County of Residence: Johnson

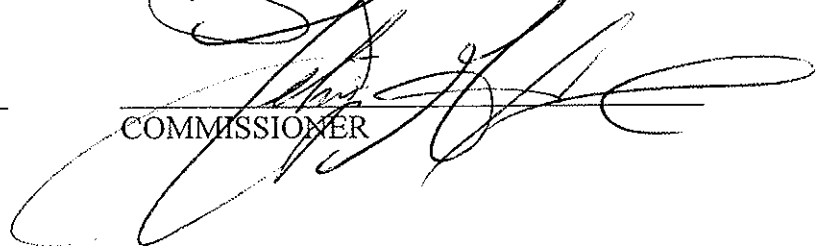
My Commission Expires: 3/3/15

The foregoing Consent Agreement has been signed and entered as record before the Indiana Civil Rights Commission, this 28<sup>th</sup> day of March, 2008.

  
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COMMISSIONER

  
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COMMISSIONER

  
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COMMISSIONER

  
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COMMISSIONER

To be served either personally or by United States Mail, first class, postage pre-paid, upon the following parties and attorneys:

Claudette Pendleton  
12 Olympic Village, Apt. #2D  
Chicago Heights, IL 60411

Steak 'n Shake  
1640 E. Tipton Street  
Seymour, IN 47274

BAKER & DANIELS, LLP  
By: Hudnall A. Pfeiffer and Jeffrey S. Beck  
300 N. Meridian Street, Suite 2700  
Indianapolis, IN 46204

Michael C. Healy  
Staff Counsel  
Indiana Civil Rights Commission  
100 N. Senate Avenue, Room N103  
Indianapolis, IN 46204

## Equal Treatment of Guests

Steak n Shake requires you to treat all guests equally and therefore prohibits discrimination of any type toward guests. Treat all guests with dignity and respect. Any inappropriate conduct, such as unfair treatment, failure to provide service, ethnic, sexist, religious or racial slurs or other derogatory or objectionable conduct toward guests based on their race, sex, religion, age, color, national origin, citizenship status, disability or any other protected class will be cause for termination.

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