

STATE OF INDIANA
CIVIL RIGHTS COMMISSION

DOCKET NO. PAr05030177

KAHLEA S. PENDLETON,

Complainant,

FILE DATED

v.

MAR 28 2008

STEAK `N SHAKE,

Indiana State Civil Rights Commission

Respondent.

CONSENT AGREEMENT

This Agreement between Kahlea S. Pendleton (hereinafter called "Complainant") and Respondent, Steak `n Shake (hereinafter called "Respondent"), is hereby entered into in full settlement of the complaint filed by Complainant with the Indiana Civil Rights Commission (hereinafter called "the Commission") as Docket No. PAr05030177, alleging unlawful discrimination on the basis of race in public accommodations.

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

1. Complainant and Respondent shall forego their right to a Public Hearing before the Commission on the issues raised by Complainant's 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. Complainant hereby fully and completely releases and 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 Respondent of the promises and representations contained herein.
3. Complainant 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 Complainant. 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 Complainant because of the filing of this complaint with the Commission.

6. Respondent agrees to pay Complainant and deposit with the Commission, as escrow agent, a cashier's check in the amount of Three Thousand Dollars and No Cents (\$3,000.00), made payable to Kahlea S. 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. Complainant agrees to withdraw her complaint 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.

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:

Kahlea S. Pendleton
Signature of Complainant

Kahlea S. Pendleton
Type or print name of Complainant

STATE OF Illinois)
COUNTY OF COOK) SS:

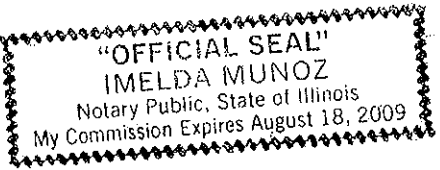
Before me, a Notary Public, in and for said County and State, personally appeared KAHLEA S. Pendleton, and acknowledged the execution of the foregoing Consent Agreement, this 29th day of February, 2008.

Imelda Munoz
Signature of Notary Public

Imelda Munoz
Type or print name of Notary Public

County of Residence:
COOK

My Commission Expires:
August 18th, 2009



RESPONDENT:

By: [Signature]

For: Steak n Shake

STATE OF Indiana)

COUNTY OF Mation) 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 13th day of

March, 2008.

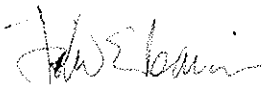
[Signature]
Signature of Notary Public

Lisa Blythe
Type or print name of Notary Public

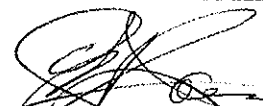
County of Residence:
Johnson

My Commission Expires:
3/3/15

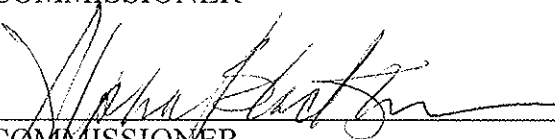
The foregoing Consent Agreement has been signed and entered as record before the Indiana Civil Rights Commission, this 28th day of March, 2008.



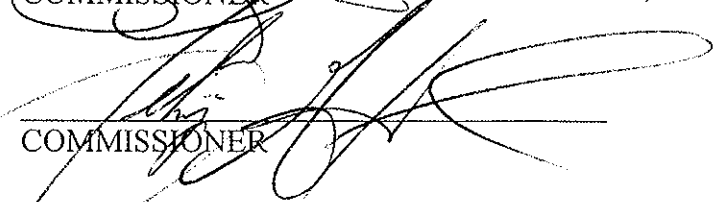
COMMISSIONER



COMMISSIONER



COMMISSIONER



COMMISSIONER

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

Kahlea S. 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.