

UNITED STATES DISTRICT COURT
EASTERN DISTRICT OF MISSOURI
EASTERN DIVISION

EQUAL EMPLOYMENT OPPORTUNITY)	
COMMISSION,)	
)	
Plaintiff,)	
)	
And)	
)	
AMANDA NICHOLS,)	No. 4:04CV00880 SNL
)	
Plaintiff-Intervenor,)	
)	
v.)	
)	
STEAK 'N SHAKE OPERATIONS, INC.,)	
)	
Defendant.)	

CONSENT DECREE

Plaintiff Equal Employment Opportunity Commission (“EEOC”) instituted this action against Defendant Steak ‘N Shake Operations, Inc. (“Steak ‘N Shake”) alleging that Amanda Nichols was subjected to sexual harassment by a co-worker, Jean Atis, with the knowledge and acquiescence of Steak ‘N Shake, at a Steak ‘N Shake restaurant located at 13849 Manchester Road, Ballwin, Missouri (the “Ballwin Restaurant”) in violation of Title VII of the Civil Rights Act of 1964 and Title I of the Civil Rights Act of 1991 (“Title VII”). Nichols (“Plaintiff-Intervenor”) was permitted by the Court to intervene, through private counsel, in the EEOC’s suit to assert claims against Steak ‘N Shake under Title VII of the Missouri Human Rights Act (“MHRA”).

For purposes of settlement and compromise only, and with no admission of liability by Steak ‘N Shake, the parties have advised the Court that they wish to resolve the instant controversy without the expense, delay, and burden of further litigation;

The parties acknowledge that the settlement of this lawsuit and entry of this Consent Decree, with Defendant's consent, is not and shall not be construed as an admission that Defendant has violated Title VII, the MHRA, or any state or federal law, nor shall it be construed as or deemed an admission by Defendant that it has any liability whatsoever to Plaintiff-Intervenor or the Plaintiff EEOC, such liability being expressly denied.

THEREFORE, it is the finding of this Court, made on the pleadings, the record as a whole, and upon agreement of the parties, without an admission or finding of liability on the part of Steak 'N Shake, that (i) this Court has jurisdiction over the parties to and the subject matter of this action; (ii) the requirements of Title VII, the MHRA, and any and all other relevant federal and state laws ("relevant laws"), will be carried out by the implementation of this Decree; (iii) this Decree is intended to and does resolve all matters in controversy in this lawsuit among all the parties; and (iv) the terms of this Decree constitute a fair and equitable settlement of all issues in this lawsuit.

IT IS THEREFORE ORDERED, ADJUDGED, AND DECREED as follows:

I. General Provisions

1. This Consent Decree is being entered with the consent of the parties for purposes of settlement and shall not constitute an adjudication on the merits of this lawsuit or be construed as an admission by Steak 'N Shake of any violation of the relevant laws, or any other executive order, law, rule or regulation dealing with sex discrimination or sexual harassment in employment.

2. Steak 'N Shake shall not discriminate against any employee by subjecting such employee to sex discrimination or sexual harassment at any restaurant owned and/or operated by Steak 'N Shake.

3. Steak 'N Shake shall not discriminate against any employee because such employee has opposed any practices alleged in this lawsuit to be unlawful under the relevant laws, has participated in an investigation related to this lawsuit, has participated in this lawsuit, and/or has benefited in any way as a result of this Consent Decree.

II. Relief for Plaintiff-Intervenor

1. Steak 'N Shake agrees to pay in settlement of all claims alleged against it by Amanda Nichols, and by the EEOC on behalf of the Plaintiff-Intervenor the sum of \$180,000. This sum represents compensation for back pay in the amount of \$12,000, and compensatory damages including physical injury damages in the amount of \$168,000. All applicable payroll deductions shall be withheld and paid to the appropriate state or federal agency from that part of the monetary payment for backpay and Steak 'N Shake shall issue Plaintiff-Intervenor a W-2 form reflecting the payroll deductions. In addition, Steak 'N Shake shall pay the employer's contribution for social security, medicare, and other payroll taxes on the backpay amount paid to Plaintiff-Intervenor. The payments to be made to Plaintiff-Intervenor shall be made by check jointly payable to Plaintiff-Intervenor and Dobson, Goldberg, Moreland, and Berns. The checks shall be delivered to Plaintiff-Intervenor's counsel of record, Jerome Dobson, within fifteen (15) days of the entry of this Decree along with an itemization of the deductions listed above.

2. Within fifteen (15) days of its receipt of the checks and itemization required in paragraph 4 above, Plaintiff-Intervenor shall sign and forward to Steak 'N Shake a release of all claims in the form attached hereto as Exhibit A.

3. With the exception of the relief provided for in this Consent Decree, the Plaintiff EEOC hereby dismisses, with prejudice, any and all claims against Defendant for attorneys' fees, expenses, costs, back pay, front pay, compensatory damages, punitive damages, and any other relief, sought by Plaintiff EEOC on behalf of Plaintiff-Intervenor or on behalf of Plaintiff EEOC.

4. Within thirty (30) days of the Court's entry of the Consent Decree, Steak 'N Shake shall direct its Director of Human Resources to prepare and sign letters of reference in the form shown in Exhibit B on appropriate company letterhead, and to make copies of such signed letter part of the respective permanent employment records of Plaintiff-Intervenor.

5. In the case of any inquiries by prospective employers regarding Plaintiff-Intervenor, Steak 'N Shake shall limit its response(s) to the information contained in the respective aforementioned letter as applicable, and copies of such letter shall be made available to any such prospective employers upon request.

6. Within thirty (30) days of the Court's entry of the Consent Decree, Steak 'N Shake shall mail copies of the signed letters described in paragraph II. 4, above, to Jonathan C. Berns, Dobson, Goldberg, Moreland and Berns, 906 Olive Street, Suite 900, St. Louis, MO 63101, and to C. Felix Miller, Senior Trial Attorney, Equal Employment Opportunity Commission, St. Louis District Office, Room 8.100, 1222 Spruce St., St. Louis, MO 63103.

III. Injunctive Relief.

1. Steak 'N Shake represents that it no longer employs Jean Atis. Within thirty (30) days of the Court's entry of the Consent Decree, Steak 'N Shake shall review its sexual harassment policy which shall clearly describe the proper procedure to file an internal sexual harassment complaint with Steak 'N Shake and shall include a 1-800 hotline to report sexual harassment. Such policy shall be provided within fifteen days of the Court's entry of the Consent Decree to C. Felix Miller, Senior Trial Attorney, Equal Employment Opportunity Commission, St. Louis District Office, Room 8.100, 1222 Spruce St., St. Louis, MO 63103.

2. Steak 'N Shake also agrees that it shall provide training on sex harassment to all of its General Managers and Human Resources personnel assigned to Respondent's St. Louis District. The training shall include supervisor and management responsibilities regarding

complaints of sex harassment. The content of such training has previously been approved by the Commission.

4. Steak 'N Shake also agrees that it shall modify its hotline poster in the St. Louis District and include the name and title of Counsel Barry Paige as a person to contact about a complaint of discrimination and to place a copy of the poster in each of its St. Louis District facilities. The modified hotline poster shall be posted for a period of one (1) year.

5. Steak 'N Shake also agrees that it has signed and conspicuously posted the Notice to Employees and Applicants found as Exhibit C at each of its St. Louis District facilities and will continue to post it for a period of one (1) year from the date of execution of this Consent.

6. Steak 'N Shake shall continue for a period of three (3) years from the date of entry of this Consent Decree, a Youth at Work Initiative in its St. Louis District, as set forth on Exhibit D. This Youth at Work Initiative will include a notice of rights to all Steak 'N Shake associates who are eighteen (18) years of age or younger at the time of their hire as well as to their custodial parent(s). Documents describing generally the Youth at Work Initiative of Steak 'N Shake are attached as Exhibit D.

7. For a period of at least three (3) years following the date of entry of this Decree, Steak 'N Shake shall continue to follow a policy of having its St. Louis District Managers and General Managers certify that they have investigated and are unaware of any acts of prohibited discrimination in their restaurants. These certifications, sample copies of which are attached as Exhibits E and F, will be completed every twelve (12) months. Should the certification forms reveal any illegal discrimination, Steak 'N Shake shall investigate and remedy any acts of illegal discrimination as required by law.

8. The parties agree that the EEOC is authorized to investigate compliance with this Consent, and this Consent may be specifically enforced in court by the EEOC, or the parties, and may be used as evidence in a subsequent proceeding in which a breach of this Consent is alleged.

9. Steak 'N Shake shall keep records of any and all written internal complaints, including hotline reports, of possible sexual harassment received during the term of the Consent Decree, and shall retain such written records from its Ballwin restaurant or any restaurant where Dave Fleming is employed for a period of three (3) years from the date of receipt of each such complaint.

10. Every nine (9) months until the expiration of this decree, Steak 'N Shake will provide a copy of its sexual harassment policy and a written survey to its production workers and servers employed at five (5) restaurants in its St. Louis Division to be selected by Steak 'N Shake, except the restaurants selected for the survey shall include its Ballwin restaurant and any other Steak 'N Shake Restaurant where any general manager who was employed at the Ballwin restaurant at any time between June 1, 2002 and September 7, 2002, is currently assigned. The survey shall be used to assess the effectiveness of Steak 'N Shake's sexual harassment program, to determine what, if any, improvements may be made to the program, and to ensure the absence of or the correction of any instances of sexual harassment. Recipients of the surveys shall receive a confidential envelope addressed to either Barry Paige, or the St. Louis District Manager or the St. Louis Human Resources Manager, or some other similar Steak 'N Shake manager, and instructions to return the survey by mail in the envelope provided with the survey. Steak 'N Shake may allow its Managers to forward the surveys to its corporate headquarters as a group, provided that it maintains confidentiality of the person(s) completing any surveys. A copy of the survey is attached as Exhibit G.

IV. Posting of Required Notices

1. Within thirty (30) days of the Court's entry of the Consent Decree, Steak 'N Shake shall post the notice required by 29 CFR 1601.30 and the notice attached to the Consent Decree as Exhibit C on the employee bulletin board of the Ballwin Restaurant and of any other Steak 'N Shake Restaurant where any general manager who was employed at the Ballwin Restaurant at any time between June 1, 2002 and September 7, 2002, is currently assigned.

V. Reporting and Monitoring

1. Within six (6) months of the entry of the Consent Decree, Steak 'N Shake shall provide written notice to the EEOC of compliance with the requirements set forth in Sections II, III, and IV (to the extent those obligations have become due) of the Consent Decree to C. Felix Miller, Senior Trial Attorney, Equal Employment Opportunity Commission, St. Louis District Office, Room 8.100, 1222 Spruce St., St. Louis, MO 63103. Such notice shall include copies of any and all documents referenced or described in Sections II, III, and IV not already provided to the EEOC.

2. For a period of three (3) years following entry of the Consent Decree, Steak 'N Shake shall provide written notice to C. Felix Miller, Senior Trial Attorney, Equal Employment Opportunity Commission, St. Louis District Office, Room 8.100, 1222 Spruce St., St. Louis, MO 63103, of all written internal complaints or written hotline reports regarding possible sexual harassment at the Ballwin Restaurant and at any other Steak 'N Shake Restaurant where any general manager who was employed at the Ballwin Restaurant at any time between June 1, 2002 and September 7, 2002, is currently assigned. Such notice shall include the name of the person making the complaint, the name of the alleged harasser, the nature of the complaint, and the resolution of the complaint following the company's investigation, and shall be provided within thirty (30) days of the date that a written complaint is received or, in the case of a verbal complaint, the date that the complaint is reduced to writing.

VI. Term and Effect of Decree

1. By entering into this Consent Decree the parties do not intend to resolve any charges of discrimination other than the charges filed by the Plaintiff-Intervenor that created the jurisdictional foundation for the Complaints filed in this case.

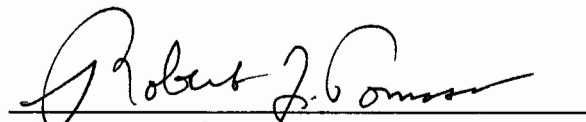
2. This decree shall be binding upon the parties hereto, their successors and assigns.

3. This Decree shall be in force for a period of **three (3)** years. During the Consent Decree's term, the Court shall retain jurisdiction of this case for purposes of enforcement of the Consent Decree. The term of the Consent Decree can be extended only upon a showing that Defendant has substantially failed to comply with a material term of the Consent Decree after having been given notice of any such failure to comply and a reasonable opportunity to correct any such non-compliance.

4. The parties shall bear their own costs and attorneys' fees.

FOR DEFENDANT:

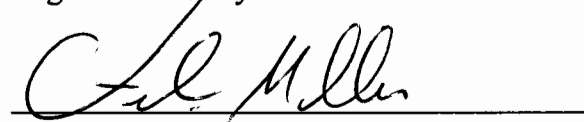
BLACKWELL SANDERS PEPER MARTIN
LLP



ROBERT J. TOMASO, No. 4559
SUSANNE J. BLACKWELL, No. 110008
720 Olive Street, Suite 2400
St. Louis, Missouri 63108
314-345-6000
Fax: 314-345-6060

FOR PLAINTIFF:

ROBERT G. JOHNSON
Regional Attorney



C. FELIX MILLER
Equal Employment Opportunity Commission
St. Louis District Office,
Robert A. Young Federal Bldg.
1222 Spruce Street, Room 8.100
St. Louis, MO 63103.
314-539-7949
Fax: 314-539-7895



JON C. BERNS, No. 37124
Dobson, Goldberg, Moreland, and Berns
906 Olive Street, Ste. 900
St. Louis, Missouri 63101
314-621-8363
Fax: 314-621-8366

EXHIBIT A

SETTLEMENT AGREEMENT AND RELEASE

This Settlement Agreement and Release (“Agreement”) is made and entered into by and between Amanda Nichols (“Nichols”) and Steak ‘N Shake Operations, Inc. (“Steak ‘N Shake”). In consideration of the following promises, the parties agree to the following:

A. The EEOC and Nichols have asserted complaints against Steak ‘N Shake based upon and arising out of Nichols’ employment with Steak ‘N Shake, and the cessation of that employment, which is the basis for an action denominated as Case No. 4:04CV00880 SNL, in the United States District Court for the Eastern District of Missouri (“Lawsuit”);

B. Steak ‘N Shake has denied, defended and disputed the allegations and claims contained in the aforementioned Lawsuit; and

C. The parties desire to settle and resolve the Lawsuit and all other disputes and claims that have been or could have been asserted between them up to and including the date of this Agreement.

NOW, THEREFORE, for and in consideration of the mutual releases, covenants and undertakings set forth below, and for other good and valuable consideration, which each party hereby acknowledges, it is agreed as follows:

1. **Monetary Payment.** Within fifteen (15) days of execution of this Agreement by all parties, Steak ‘N Shake agrees to pay Nichols the sum of One Hundred Eighty Thousand Dollars (\$180,000) for settlement of any and all claims that the EEOC and Nichols have or may have had against Steak ‘N Shake, including but not limited to claims for back pay, emotional and mental distress, loss of reputation, humiliation, personal and social embarrassment, loss of status and stature, punitive damages, costs, expenses, attorneys’ fees and all other damages Nichols and

the EEOC sought or could have sought. This sum represents compensation for back pay in the amount of Twelve Thousand Dollars (\$12,000), and compensatory damages including physical injury damages in the amount of One Hundred Sixty-Eight Thousand Dollars (\$168,000). Steak 'N Shake shall issue a W-2 for the portion of the compensation allocated to backpay. Steak 'N Shake will issue no tax forms (such as W-2, 1099, or otherwise) for the remaining amount.

Nichols agrees to indemnify, defend and hold harmless Steak 'N Shake and its Releasees (defined below) for any federal, state or local income or employment taxes, interest or penalties incurred by any or all of them as a result of Nichols' and/or Steak 'N Shakes' failure to properly report on Form W-2, Form 1099 or any federal, state or local income or employment tax return related thereto, to withhold federal, state or local income or employment taxes from, or to pay employment taxes on, any payments made pursuant to this Agreement.

2. Costs and Fees. Each party will bear its respective costs and fees, including attorneys' fees, incurred in this matter and regarding the Lawsuit.

3. Withdrawal and Release. The parties acknowledge that they and the EEOC have agreed to a consent decree which has been approved and entered by the court in the action referenced above. Nichols agrees to hereby remise, release and forever discharge Steak 'N Shake, and each of its respective agents, present and former directors, officers, executives, shareholders, employees, predecessors and/or successors in interest, attorneys and assigns (the "Releasees"), from any and all matters, claims, complaints, charges, pending charges, demands, damages, causes of action, debts, liabilities, controversies, judgments and suits of every kind and nature whatsoever, foreseen or unforeseen, known or unknown, pending or not pending, liquidated or unliquidated, whether or not asserted in the above case, as of this date, including, but not limited to, those arising out of Nichols' employment with Steak 'N Shake up to and

including the date of this Agreement. Said claims, complaints and actions include, but are not limited to, any claims the EEOC and/or Nichols may have relating to Nichols' employment with Steak 'N Shake, including any claims for attorneys' fees or claims of violations arising under the Civil Rights Act of 1964, 42 U.S.C. §2000(e) et seq., as amended by the Civil Rights Act of 1991, 42 U.S.C. §1981, the Age Discrimination in Employment Act, 29 U.S.C. §621 et seq., the Americans with Disabilities Act of 1990, 29 U.S.C. §706 et seq., the Employee Retirement Income Security Act, 29 U.S.C. §1001 et seq., the Fair Labor Standards Act of 1938, 29 U.S.C. §201 et seq., the Rehabilitation Act of 1973, 29 U.S.C. §701 et seq., the Family and Medical Leave Act, 29 U.S.C. § 2601 et seq., the False Claims Act, 31 U.S.C. §3729 et seq., the Missouri Human Rights Act, Mo. Rev. Stat. § 213.010 et seq., or any other relevant federal, state or local statute or ordinance, or arising under common law, including but not limited to torts, contracts or public policy claims. Nichols further agrees that in the event any person or entity brings such a charge, claim, complaint or action on her behalf, she hereby waives and forfeits any right to recovery under said claim and will exercise every good-faith effort to have such claim dismissed.

If Nichols violates this Agreement by suing or pursuing any action against Steak 'N Shake or any of its Releasees for any reason relating to Nichols' employment with Steak 'N Shake other than to enforce the terms and conditions of this Agreement, the parties agree that Nichols will pay all costs and expenses incurred by Steak 'N Shake and any of its Releasees in defending such a lawsuit, including reasonable attorneys' fees.

4. Non-Admission. Nichols agrees that nothing herein shall be construed as an admission by Steak 'N Shake of any wrongdoing or violation of any applicable law, and that nothing in this Agreement shall be so construed by any other person.

5. **Contacts with the Media.** Nichols and Steak 'N Shake agree that they shall be prohibited from initiating any communication with any members of the media to discuss the facts or terms of this Agreement, except to the extent that such communications are made in coordination with the Equal Employment Opportunity Commission. Nichols and Steak 'N Shake shall be able to respond to media inquiries so long as the responding party did not initiate the communication.

6. **Not Precedent for Other Cases.** Nichols agrees that this Agreement shall not be used to establish a precedent in any other claim, suit, action or case, except in an action to enforce the terms of this Agreement.

7. **Consultation with Attorney.** Nichols acknowledges that she has had a reasonable time to consider the meaning and effect of this Agreement and has been advised to consult with her attorney and has prior to executing this Agreement. Nichols further acknowledges that she now fully understands this Agreement and the effect of signing and executing this Agreement. In the event that this Agreement is not signed by Nichols, Nichols shall return any compensation paid to her under Paragraph 1 of this Agreement.

8. **Choice of Law.** This Agreement shall be construed in accordance with the laws of the State of Missouri.

9. **Entire Agreement and Severability.** The parties agree that this Agreement may not be modified, altered, amended, or otherwise changed except upon written consent by each of the parties hereto. This Agreement constitutes the entire agreement among the parties, and there are no other understandings or agreements, written or oral, among them on the subject. Should any provision of this Agreement be held invalid or unenforceable by a court of competent jurisdiction, the parties agree that the remaining provisions shall remain in full force and effect.

10. Miscellaneous. Separate copies of this document shall constitute original documents which may be signed separately but which together shall constitute a single agreement. This Agreement will not be binding on any party until signed by all parties or their representatives. This Agreement shall be effective as of the date of the last signature.

I HAVE READ THIS SETTLEMENT AGREEMENT AND RELEASE AND,
UNDERSTANDING ALL OF ITS TERMS, I SIGN IT AS MY FREE ACT AND DEED.

Date: June 19th 2006 
AMANDA NICHOLS

I HAVE READ THIS SETTLEMENT AGREEMENT AND RELEASE AND,
UNDERSTANDING ALL OF ITS TERMS, I SIGN IT ON BEHALF OF STEAK 'N SHAKE
OPERATIONS, INC., AS MY FREE ACT AND DEED OF STEAK 'N SHAKE
OPERATIONS, INC.

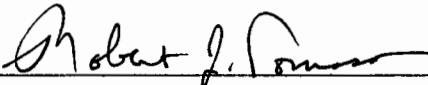
Date: ^{RT} ~~RT~~ June 16, 2006 By: 
Title: Counsel

EXHIBIT B

(Company letterhead)

To Whom It May Concern:

Amanda Nichols was employed as an hourly worker at the Steak 'N Shake Restaurant at 13849 Manchester Road, Ballwin, Missouri, from June 2, 2002 to September 7, 2002. Her job duties included taking customer orders, working at the counter register and drive-thru register, and preparing fast food. Ms. Nichols' performance was satisfactory in all respects. She was well above average in every aspect of her work and is eligible for rehire.

By: _____
Director, Human Resources

EXHIBIT C

(Company letterhead)

NOTICE TO EMPLOYEES

This notice is being posted pursuant to a Consent Decree entered to resolve claims of sexual harassment in the case of Equal Employment Opportunity Commission, et al, v. Steak 'N Shake Hotels Operations, Inc., No. 4:04-CV-00880 SNL, on file in the United States District Court for the Eastern District of Missouri.

Federal and Missouri laws prohibit discrimination against any employee or applicant for employment because of the individual's disability, race, national origin, color, religion, sex, or age (forty and over) with respect to hiring, promotion, firing, compensation, or other terms, conditions or privileges of employment. Such laws also prohibit retaliation against employees because they have reported or opposed practices that they believe discriminate on the basis of disability, race, national origin, color, religion, sex, or age (forty or over), have filed charges with the Equal Employment Opportunity Commission ("EEOC") or other government agency, or have participated in or cooperated with an investigation by the EEOC or other government agency.

In particular, Federal and Missouri laws prohibit an employer from discriminating against employees based on sex, including the sexual harassment of employees. Steak 'N Shake supports and will comply with such laws and, further, will take no action against any employees for exercising their rights under such laws. Steak 'N Shake will not tolerate sex discrimination, sexual harassment, or retaliation against any employees who report or oppose sex discrimination or sexual harassment.

Employees are free to report instances of possible sex discrimination or sexual harassment to any management official at any time or by calling the Employee Hot-Line, 1-888-989-7444. Steak 'N Shake has established policies and procedures to promptly investigate such reports and to protect the persons making such reports from retaliation. Employees also are free to make inquiries or complaints about possible sex discrimination, sexual harassment, or retaliation to the EEOC, St. Louis District Office, 1222 Spruce, 8th Floor, Room 8.100, St. Louis, Missouri, 63103, 314-539-7800.

EXHIBIT D

**Steak ‘N Shake’s Youth at Work Initiative
For Associates 18 and Under**

Steak ‘N Shake’s associates have a right to work in an environment free from any form of harassment or discrimination regarding race, sex, religion, age (40 or older), color, national origin, citizenship status, sexual orientation, sexual identity, or disability. As a young worker who may be in the workplace for the first time, we want to make sure you fully understand your rights and responsibilities, and we want to make sure you are aware of the numerous avenues we provide to report concerns you may have about your work environment.

I. Your Rights as an Associate:

1. You have a right to work in an environment free from harassment or discrimination based on race, sex, religion, age (40 or older), color, national origin, citizenship status, sexual orientation, sexual identity, or disability. A more detailed definition of prohibited harassment and discrimination is set forth in your “Restaurant Associate Handbook.”
2. You have a right to complain about treatment that you believe is inconsistent with the rights outlined above. You will not be punished for complaining, and you will not be harassed or treated differently if you report inappropriate conduct or help another associate report inappropriate conduct, even if it turns out that the conduct was not illegal. This is known as your right to be protected against retaliation.
3. You have additional workplace rights as set forth in your “Restaurant Associate Handbook” which include, among other things, a right to be paid correctly.

II. Your Responsibilities as an Associate:

1. You have a responsibility to behave professionally at work and to avoid engaging in conduct that interferes with other associates’ right to work in an environment free from harassment and discrimination.
2. If you feel you or anyone else has been harassed or discriminated against, you have a responsibility to immediately contact your General Manager, District Manager, Division Manager, Division Human Resources Manager, or you can call the Corporate Human Resources Department toll free at 1-888-989-7444. You may also call the Company’s Legal Department at 1-317-633-4100. Never delay reporting any concerns you have – we cannot help you until you help us learn about your concerns.
3. You have additional workplace responsibilities as set forth in your “Restaurant Associate Handbook” which include, among other things, your responsibility to maintain regular and reliable attendance.

Please sign below to acknowledge you understand the rights and responsibilities described above. Welcome to the Steak ‘N Shake team!

Associate Signature: _____ Date: _____

Parent’s Signature: _____ Date: _____

Parent’s Signature: _____ Date: _____

General Manager’s Signature: _____ Date: _____

EXHIBIT E
DISTRICT MANAGER CERTIFICATION

Name: _____

Unit Certified: _____

Date: _____

As part of Steak 'N Shake's continuing commitment to providing a work environment free from illegal harassment, discrimination, and retaliation, I am committed to ensuring that my restaurants comply with Steak 'N Shake's policies. Pursuant to both Steak 'N Shake's commitment and my personal commitment to enforce Steak 'N Shake's policies, I certify that (1) I am familiar with the work environment in this restaurant, (2) I have verified that all required postings are maintained, and (3) I have spoken to the restaurant associates identified below (who comprise a representative sample of the associates in this restaurant) prior to making the representations herein to ensure I am aware of all aspects of this restaurant's culture and compliance.

General Manager _____

Associate _____

Restaurant Manager _____

Associate _____

Manager _____

Associate _____

Based upon my knowledge and investigation, I believe that no employee has engaged in, witnessed, or reported any of the following activities that would constitute a violation of Steak 'N Shake's policies:

1. "Sex related" comments or jokes in the restaurant.
2. Gender-based or sexual orientation/identity-based comments or jokes in the restaurant.
3. Race-based comments or jokes in the restaurant.
4. Age-based comments or jokes in the restaurant.
5. Disability-based comments or jokes in the restaurant.
6. National origin-based comments or jokes in the restaurant.
7. Touching or "exposure" in the restaurant.
8. Repeated incidents of profanity or vulgarity in the restaurant.
9. "Propositions or requests for sex" in the restaurant.
10. Inappropriate inquiries into the personal lives of other employees in the restaurant.
11. Retaliation for engaging in protected activity (complaining about violations of law or Steak 'N Shake policy).

I also certify that the current version of Steak 'N Shake's Harassment and Discrimination Policy is displayed in a manner visible to all Associates.

I am not able to certify the following representations (include the number of the representations you cannot certify here):

IMPORTANT - after fully completing this certification, please return it to your Lead Human Resources Manager. If you were unable to "certify" each of the 11 statements listed above, or if

the required posting is not present in the restaurant, you must contact your Lead Human Resources Manager within 24 hours to facilitate a prompt investigation. Be prepared to provide your Lead Human Resources Manager with all information that renders you unable to certify complete compliance with this Certification. The Lead Human Resources Department will then follow-up to thoroughly investigate and take appropriate remedial and/or disciplinary action.

I certify that the foregoing certification is honest and accurate. I understand that I face disciplinary action, up to and including termination, for making negligently or intentionally false statements on this certification.

District Manager

EXHIBIT F
GENERAL MANAGER CERTIFICATION

Name: _____
Unit Certified: _____
Date: _____

As part of Steak 'N Shake's continuing commitment to providing a work environment free from illegal harassment, discrimination, and retaliation, I am committed to ensuring that my restaurant complies with Steak 'N Shake's policies. Pursuant to both Steak 'N Shake's commitment and my personal commitment to enforce Steak 'N Shake's policies, I certify that (1) I am familiar with the work environment in this restaurant, (2) I have verified that all required postings are maintained, and (3) I have spoken to the restaurant associates identified below (who comprise a representative sample of the associates in this restaurant) prior to making the representations herein to ensure I am aware of all aspects of this restaurant's culture and compliance.

Restaurant Manager _____ Associate _____
Manager _____ Associate _____
Manager _____ Associate _____

Based upon my knowledge and investigation, I believe that no employee has engaged in, witnessed, or reported any of the following activities that would constitute a violation of Steak 'N Shake's policies:

1. "Sex related" comments or jokes in the restaurant.
2. Gender-based or sexual orientation/identity-based comments or jokes in the restaurant.
3. Race-based comments or jokes in the restaurant.
4. Age-based comments or jokes in the restaurant.
5. Disability-based comments or jokes in the restaurant.
6. National origin-based comments or jokes in the restaurant.
7. Touching or "exposure" in the restaurant.
8. Repeated incidents of profanity or vulgarity in the restaurant.
9. "Propositions or requests for sex" in the restaurant.
10. Inappropriate inquiries into the personal lives of other employees in the restaurant.
11. Retaliation for engaging in protected activity (complaining about violations of law or Steak 'N Shake policy).

I also certify that the current version of Steak 'N Shake's Harassment and Discrimination Policy is displayed in a manner visible to all Associates.

I am not able to certify the following representations (include the number of the representations you cannot certify here):

IMPORTANT - after fully completing this certification, please fax it to your Lead Human Resources Manager. If you were unable to "certify" each of the 11 statements listed above, or if

the required posting is not present in the restaurant, you must contact your Lead Human Resources Manager within 24 hours to facilitate a prompt investigation. Be prepared to provide your Lead Human Resources Manager with all information that renders you unable to certify complete compliance with this Certification. The Lead Human Resources Department will then follow-up to thoroughly investigate and take appropriate remedial and/or disciplinary action.

I certify that the foregoing certification is honest and accurate. I understand that I face disciplinary action, up to and including termination, for making negligently or intentionally false statements on this certification.

General Manager

EXHIBIT G

You are being provided a copy of Steak 'N Shake's policy on sexual harassment. This policy was first provided to you when you were first hired. Steak 'N Shake is committed to eliminating and correcting any instances of sexual harassment of its employees. In order to ensure that our policy is being effectively implemented and followed, you are being provided with this questionnaire which you should complete and return in the attached self-addressed stamped envelope. Your responses will be kept confidential. If you have any questions about this questionnaire, please call Barry Paige at (317) 655-7320.

Your questionnaire will be used only to evaluate Steak 'N Shake's sexual harassment policy. It will not be used to report instances of sexual harassment, you should follow the reporting procedures outlined in the attached policy on sexual harassment.

You DO NOT have to provide your name or telephone number, but may do so if you wish.

Name (optional) _____

Home/cell telephone (optional) _____

Address of Steak 'N Shake Restaurant at which you are employed:

1. Have you ever been subjected to an unwanted comment of a sexual nature while working at Steak 'N Shake? _____

If yes, please provide the approximate date. _____

2. Have you ever been subjected to an unwanted physical touching of a sexual nature while working at Steak 'N Shake? _____

If yes, please provide the approximate date. _____

3. Have you ever seen a co-worker subjected to comments of a sexual nature or a physical touching of a sexual nature while working at Steak 'N Shake? _____

If yes, please provide the approximate date. _____

4. If you answered "yes" to questions 1, 2, or 3, did you complain or otherwise notify anyone at Steak 'N Shake about the sexual comments or physical touchings? _____

If yes, please provide the name and position of the person to whom you complained

