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STATE OF INDIANA  
CIVIL RIGHTS COMMISSION

DOCKET NO. EMra08040220  
EEOC NO. 24-2008-00307C

ANGELA BELT,  
Complainant,

v.

APPLE AMERICAN GROUP d/b/a  
APPLEBEE'S,  
Respondent.

**FILE DATED**

OCT 23 2009

Indiana State Civil Rights Commission

**SETTLEMENT AGREEMENT**

This Settlement Agreement between Complainant, Angela Belt (hereinafter called "Complainant"), and Respondent, Apple American Group d/b/a Applebee's (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. EMra08040220 and charge filed with the U.S. Equal Employment Opportunity Commission (hereinafter called "EEOC") as Charge No. 24-2008-00307C, charging Respondent with unlawful discrimination on the basis of race in the area of employment.~~

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 and trial in the United States Federal Court system on the issues raised by Complainant's above-referenced complaint and charge, as amended. 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 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 and charge, 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.

~~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 and charge with EEOC.~~

6. Respondent agrees to pay Complainant and to deliver a cashier's check in the amount of Two Thousand Five Hundred Dollars and No Cents (\$2,500.00), payable to Complainant only, such amount representing full settlement of any and all damages at issue in relation to the above-referenced complaint and charge. Respondent agrees to submit said check on or before September 23, 2009. A copy of the check shall be filed with the Commission on or before that date.

7. Respondent agrees to purge Complainant's records of all reference to the complaint and charge herein resolved, of the incidents and circumstances which gave rise thereto. Respondent agrees that, in the event of any reference requests, or inquiries by

any third party, Respondent shall not include in any reply, whether written or verbal, any reference to the purged items, or any general negative references or evaluations of Complainant.

8. Respondent represents that it is and shall be the continuing policy of Apple American Group d/b/a Applebee's, to actively recruit, hire, and promote qualified employees without regard to the race, religion, color, sex, national origin, ancestry or disability of the individual. This policy of non-discrimination shall encompass all aspects of the employer-employee relationship, including hiring, upgrading, promotion, transfer, selection for training, rates of pay, and all other employment benefits.

9. Respondent agrees to post and maintain bold print statements concerning equal employment opportunities in conspicuous places on company property.

~~10. Respondent has included non-discrimination clauses in all information materials distributed to its employees as part of their training.~~

11. Complainant agrees to keep the terms of this Agreement confidential and not disclose the terms and conditions contained therein. Nothing in this Agreement shall be construed to prohibit Complainant from disclosing the terms of this Agreement to her spouse, if any, the Commission staff, her tax preparers, or as otherwise required under law.

12. Complainant agrees to withdraw her Complaint against Respondent pending before the Commission, and any other complaint, charge, grievance, or action of law regarding the issues herein resolved, which she may have filed under Title VII of the Civil Rights Act of 1964, as amended, or filed with EEOC, or 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, charge, grievance, or action to any such tribunal or agency.

COMPLAINANT:

Angela K. Belt  
Signature of Complainant

Angela K. Belt  
Type or print name of Complainant

STATE OF IN )  
 ) SS:  
COUNTY OF Howard )

Before me, a Notary Public, in and for said County and state, personally appeared Angela K Belt, and acknowledged the execution of the foregoing instrument, this 24 day of Sept., 2009.

Joy E Butler  
Signature of Notary Public

Joy E Butler  
Type or print name of Notary Public

County of Residence:

Howard

My Commission Expires:

4-19-16

RESPONDENT.

By: Scott C. Stearns

For: Apple American Group, LLC.

STATE OF Ohio )

COUNTY OF Cuyahoga ) SS:

Before me, a Notary Public, in and for said county and State, personally appeared Scott C. Stearns, and acknowledged the execution of the foregoing instrument, this 21<sup>st</sup> day of September, 2009.

Dorinda Sue Huber

Signature of Notary Public

Notary Public, State of Ohio, Cuyahoga County

My Commission Expires 7/5/14

Type or print name of Notary Public

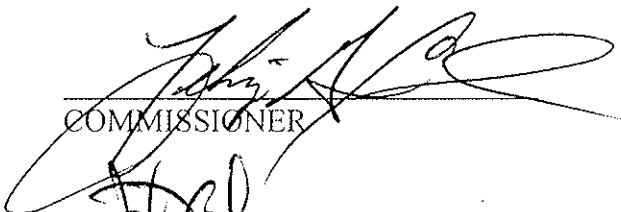
County of Residence:

Cuyahoga

My Commission Expires:

7/5/14

The foregoing Agreement has been signed and entered as record before the Indiana Civil Rights Commission, this 23<sup>rd</sup> day of October, 2009.

  
COMMISSIONER

  
COMMISSIONER

  
COMMISSIONER

  
COMMISSIONER

To be served by United States Mail, first class, postage pre-paid, addressed to the following parties and attorneys:

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