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STATE OF INDIANA
CIVIL RIGHTS COMMISSION

FILE DATED

MAR 24 2006

Indiana State Civil Rights Commission

DARLENE C. WARNER,

Complainant,

v.

DOCKET NO. EMsh02060329
EEOC NO. 24FA300262

P. ANDERSON, INC. formerly d/b/a
PERKINS FAMILY RESTAURANT &
BAKERY and GLS ASSOCIATES, LLC
d/b/a PERKINS FAMILY RESTAURANT
& BAKERY,

Respondent.

CONSENT AGREEMENT

This Agreement between Darlene C. Warner (hereinafter called "Complainant") and Respondents, P. Anderson, Inc., formerly d/b/a Perkins Family Restaurant & Bakery, and GLS Associates, LLC d/b/a Perkins Family Restaurant & Bakery (collectively, hereinafter called "Respondents"), is hereby entered into in full settlement of the complaint, as amended, filed by Complainant with the Indiana Civil Rights Commission (hereinafter called "the Commission") as Docket No. EMsh02060329, and charge filed with U.S. Equal Employment Opportunity Commission under its Charge No. 24FA300262, charging Respondents with unlawful discrimination on the basis of sexual harassment in employment.

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

1. Complainant and Respondents 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. All 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 Commission does not waive its right to process any other charges filed against Respondents.

2. Complainant hereby waives any and all claims to remedies except as herein provided and covenants not to sue Respondents with respect to the matters, actions or circumstances which gave rise to the above-referenced complaint and charge, subject to performance by Respondents of the promises and representations contained herein.

3. Complainant and Respondents 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 Respondents that they have violated any law or committed any wrongful acts, nor does it constitute any less belief in the correctness of the complaint, as amended, 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. Respondents agree that there will be no discrimination or retaliation against Complainant because of the filing of this complaint with the Commission.

6. Respondent P. Anderson, Inc., formerly d/b/a Perkins Family Restaurant & Bakery, agrees to pay Complainant and deposit with the Commission, as escrow agent, a cashier's check in the amount of Eleven Thousand Five Hundred Dollars and No Cents (\$11,500.00), made payable to Darlene C. Warner only, said amount representing full settlement of any and all damages at issue in relation to the above-referenced complaint

and charge. Respondent P. Anderson, Inc., formerly d/b/a Perkins Family Restaurant & Bakery, is to submit on or before March 22, 2006.

7. Respondents agree to purge Complainant's records of all reference to the complaint herein resolved, of the incidents and circumstances which gave rise thereto, and of any disciplinary action that was taken as a result. Respondents agree that, in the event of any reference requests or inquiries made by any third parties, Respondents shall not include in any reply, written or verbal, any reference to the purged items, or any general adverse references or evaluations of Complainant.

8. Respondents represent that it is and shall be the continuing policy P. Anderson, Inc., formerly d/b/a Perkins Family Restaurant & Bakery, and GLS Associates, LLC d/b/a Perkins Family Restaurant & Bakery, to prohibit sexual harassment among its employees. This policy shall include the following: (a) a statement informing employees that unwelcome conduct of a sexual nature is prohibited; (b) a procedure for reporting incidents under which an employee has alternative avenues for reporting in the event the alleged harasser is the employee's supervisor; (c) a provision for the prompt and thorough investigation of all complaints; and (d) if the company finds that sexual harassment has occurred, the employer will take prompt and effective remedial action.

9. Complainant agrees to withdraw her complaint as amended against Respondents pending before the Commission and any complaint, charge, grievance or action of law regarding the issues herein resolved which she may have filed under Title VII of the Federal Civil Rights Act of 1964, as amended, or filed wither U.S. Equal Employment Opportunity Commission, or with any other tribunal having jurisdiction.

RESPONDENT:

By: P. Anderson, Inc.
Robert John Hutton, Pres

For:

STATE OF Indiana)
) SS:
COUNTY OF Hamilton

Before me, a Notary Public in and for said County and State, personally appeared Robert
John Hutton, the representative of P. Anderson, Inc.
and acknowledged the execution of the foregoing Consent Agreement, this 13th day of
March, 2006.

Joan E. Bulkey
Signature of Notary Public

Joan E. Bulkey
Type or print name of Notary Public

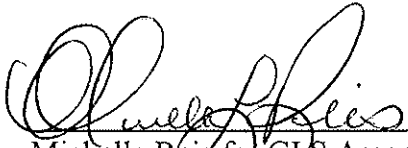
County of Residence:

Hamilton

My Commission Expires:

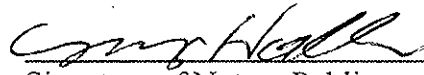
January 13, 2008

RESPONDENT:

By: 
Michelle Reis for GLS Associates, LLC

STATE OF INDIANA)
) SS:
COUNTY OF MADISON)

Before me, a Notary Public, in and for said County and State, personally appeared Michelle Reis, the owner of GLS Associates, LLC, and acknowledged the execution of the foregoing Consent Agreement, this 13th day of March, 2006.

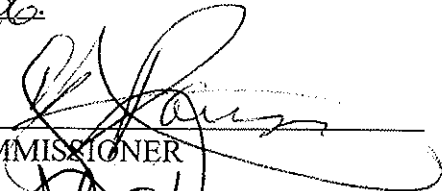




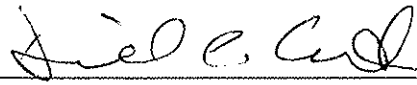
Signature of Notary Public
Mary J. Hoeller

County of Residence: Marion

My Commission Expires: May 18, 2008

The foregoing Consent Agreement has been signed and entered as record before the Indiana Civil Rights Commission, this 24 day of March, 2006.


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:

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Perkins Family Restaurant & Bakery
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