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STATE OF INDIANA
CIVIL RIGHTS COMMISSION

FILE DATED

SEP 27 2006

TERRY VEATCH,
Complainant,

Indiana State Civil Ri_ Commission

v.

DOCKET NO. EMha05110574
EEOC NO. 24FA600042

THE WILLARD RESTAURANT,
Respondent.

CONSENT AGREEMENT

This Agreement between Terry Veatch (hereinafter called "Complainant") and Respondent, The Willard Restaurant (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. EMha05110574 and Charge filed with U.S. Equal Employment Opportunity Commission under its Charge No. 24FA600042, charging Respondent with unlawful discrimination on the basis of disability in 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 or any other forum on the issues raised by Complainant's above-referenced Complaint and Charge. Both parties agree to waive their right to a formal determination by the Commission on matters that were or might have been alleged in the Complaint and Charge settled by this Agreement. However, the Commission does not waive its right to process any other Complaint or Charges filed against Respondent.

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 set forth in this Agreement.

3. Complainant and Respondent agree that the Commission may review compliance with Paragraphs 6 through 11 of 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, and the Respondent specifically denies any unlawful conduct; nor does this Agreement constitute any less belief by Complainant in the correctness of the Complaint he filed. Such execution represents only the parties' desire to settle and conciliate this matter without the necessity and burdens of a Public Hearing or proceeding in any other forum.

5. Respondent agrees that there will be no discrimination or retaliation against Complainant because of the filing of his 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 Four Hundred Dollars and No Cents (\$400.00), made payable to Terry Veatch, which amount represents full settlement of any and all damages at issue in relation to the matters raised or that could have been raised in Veatch's Complaint and Charge. Respondent will submit such check to the Commission on or before September 19, 2006.

7. Respondent represents that it is and shall be the continuing policy of The Willard Restaurant to actively recruit, hire, and promote qualified employees without regard to the individual's race, color, sex, disability, religion, ancestry or national origin. This policy of non-discrimination encompasses all aspects of the employer-employee

relationship, including hiring, job assignments, upgrading, promotion, transfer, selection for training, rates of pay, and all other employment benefits.

8. Respondent has and/or shall post and maintain, at the location normally used to disseminate employee information, a statement of policy on equal employment opportunity.

9. All Respondent employees will receive a copy of Respondent's equal opportunity policy.

10. Respondent agrees that its managers and supervisory personnel will attend a training session on the issue of employment discrimination against disabled persons presented by Mitzi H. Martin. That training, which will review Respondent's equal employment opportunity policy will be completed by November 30, 2006.

11. Respondent counsel will report in writing to the Commission when the undertakings outlined Paragraphs 8, 9, and 10 have been accomplished. The report will include copies of pertinent documents.

12. Complainant agrees to withdraw his Complaint against Respondent pending before the Commission and any complaint, charge, grievance or action of law regarding the issues herein resolved which he 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. Complainant agrees that this Agreement, when fully executed, shall constitute his request and motion for withdrawal of any such complaint, charge, grievance or action to any such agency or tribunal.

COMPLAINANT:

Terry Veatch
Terry Veatch

STATE OF INDIANA)
) SS:
COUNTY OF Johnson)

Before me, a Notary Public, in and for said County and State, personally appeared Terry Veatch, and acknowledged the execution of the foregoing Consent Agreement, this 14 day of SEPTEMBER, 2006.

Gayle K Young
Signature of Notary Public

Gayle K Young
Type or print name of Notary Public

County of Residence:

Johnson

My Commission Expires:

12/18/07

RESPONDENT:

By: Bob Schofield
Bob Schofield, Owner
The Willard Restaurant

STATE OF INDIANA)
) SS:
COUNTY OF Johnson)

Before me, a Notary Public in and for said County and State, personally appeared Bob Schofield, Owner of The Willard Restaurant and acknowledged the execution of the foregoing Consent Agreement, this 6th day of September, 2006.

Mary Lee Durbin
Signature of Notary Public

MARY Lee Durbin
Type or print name of Notary Public

County of Residence:


Johnson


My Commission Expires:

12-10-08

The foregoing Consent Agreement has been signed and entered as record before the Indiana Civil Rights Commission, this 22rd day of September, 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:

Terry Veatch
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Nineveh, IN 46164

The Willard Restaurant
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Franklin, IN 46131

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