

Case Name: MCCR v. Cracker Barrel Old Country Store, Inc.
MCCR Case #: 2412-0682

PRE-DETERMINATION SETTLEMENT AGREEMENT

This Agreement is entered into by the **Maryland Commission on Civil Rights** (hereinafter the "Commission"), the Civil Rights Division of the **Maryland Office of the Attorney General** (hereinafter the "Civil Rights Division"), (collectively, "the State of Maryland"), and **Cracker Barrel Old Country Store, Inc.** (hereinafter the "Respondent") (hereinafter collectively referred to as "the parties").

WHEREAS, a complaint has been filed by the Commission charging the Respondent with a violation of Title 20 of the State Government Article, Annotated Code of Maryland (hereinafter "Title 20"); this complaint is identified as follows:

Maryland Commission on Civil Rights
Complainant

vs.

Cracker Barrel Old Country Store, Inc.
Respondent

Case No.: 2412-0682

WHEREAS, the Commission is an independent state agency charged with enforcing anti-discrimination laws in employment, housing, public accommodations, health services, commercial leasing, and state contracts. The Commission is authorized to investigate individual and systemic allegations of discriminatory conduct and seek appropriate remedies through conciliation and litigation.

WHEREAS, the Civil Rights Division is tasked with investigating, litigating, and resolving civil rights violations by seeking injunctive relief, restitution, civil penalties, attorney fees, and costs of the investigation.

WHEREAS, the Commission and the Civil Rights Division pursued a joint investigation.

WHEREAS, the Respondent denies that it has engaged in any act or practice violative of any of the provisions of the said Title 20 and Respondent's execution of this Agreement shall not be in any way deemed an admission of any violation of law;

WHEREAS, the Respondent acknowledges that this Agreement upon execution becomes an Order of the Commission pursuant to State Government Article, Section 20-1005(c)(1), Annotated Code of Maryland and COMAR 14.03.01.07D and resolves the joint investigation of the Civil Rights Division and the Commission;

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NOW, therefore, the parties hereto in consideration of the mutual covenants recited herein, agree as follows:

1. The Respondent agrees to designate Maureen Knight to serve as the Respondent's representative for the purpose of the administration of this Agreement. As part of this designation, the Respondent has provided the following contact information for Ms. Knight:

Maureen Knight
Partner – Class Action Practice Group Co-Chair
Constangy, Brooks, Smith, Prophete, LLP
12500 Fair Lakes Circle, Suite 300
Fairfax, VA 22033
Office Phone: 521.522.6106

2. The Commission's Executive Director will serve as the Commission's Representative for purposes of the administration of this Agreement.
3. Assistant Attorney General Janee Fountain will serve as the Civil Rights Division's Representative for purposes of the administration of this Agreement.
4. The execution and implementation of this Agreement shall have no effect upon the handling or disposition of any other complaints of discrimination filed with the Federal Government or the Commission nor before any other tribunal: federal, state, local or private, except that the Respondent may in the course of any proceedings, refer to this Agreement and to its performance there under, to the extent that it is relevant to such proceedings. The Commission and the Civil Rights Division agree that this Pre-Determination Agreement resolves all claims and further agrees that within (3) business days of receipt of the payments described in Section 10 below, the complaint will be dismissed with prejudice.
5. The Commission and/or the Civil Rights Division may review compliance with provisions of the Agreement. The Respondent agrees to make available information as may be necessary for an adequate review. Upon non-compliance with the terms of this Agreement, the Commission and/or the Civil Rights Division will send a letter of such non-compliance to the Respondent and indicate the precise steps necessary to correct said violations of the Agreement. Thereafter, the Respondent shall have ten (10) days in which to comply with the directions to correct violations and to notify the Commission and the Civil Rights Division. If, at the conclusion of this period, the violations have not been corrected, the Commission and/or Civil Rights Division may take appropriate action, including the institution of judicial proceedings, to secure compliance with this Agreement.

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6. If the breach is not cured, the Commission and/or the Civil Rights Division may file an action in the Circuit Court of Charles County to enforce this Agreement. Each party will be responsible for their own attorney's fees.
7. Each representative executing this Agreement certifies that they are authorized to enter into and consent to the terms of this Agreement and to legally bind their party to it. This Agreement may be executed in counterparts.

8. **Background:**

- a. This matter stems from an incident in which a group of students with autism and their teachers from Dr. James Craik Elementary School visited Cracker Barrel in Waldorf, Maryland as part of their community-based instruction. Teachers alleged that their group was subjected to delays and mistreatment because of the students' disabilities.
- b. The students with autism are individuals with disabilities.
- c. State Gov't § 20-304 and the Americans with Disabilities Act prohibit places of public accommodation from denying individuals with disabilities full and equal enjoyment of services.
- d. Cracker Barrel is considered a place of public accommodation and is required to provide individuals with disabilities equal access to their goods and services. State Gov't § 20-301; 42 U.S.C. § 12181(7)(B).
- e. Shortly after the incident, the Commission and the Civil Rights Division launched a joint investigation into the allegations. On December 12, 2024, the Chairperson of the Commission, pursuant to COMAR 14.03.01.15, issued a Commission Complaint alleging that Cracker Barrel violated State Gov't § 20-304.
- f. After receiving complaints, the Respondent conducted its own review of the allegations of discrimination.
- g. Respondent denies that it violated state or federal law and contends that the students were in no way denied service or treated differently because of their disabilities.

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- h. The parties wish to resolve this matter without litigation. The State of Maryland believes that voluntary resolution of this matter through this Agreement is reasonable, appropriate, in the public interest, and in the interests of the other beneficiaries of this Agreement.

9. Training and Policies:

- a. Respondent, at its own expense, will engage the law firm of Constangy, Brooks, Smith & Prophete, LLP to evaluate its public accommodation policies and training and recommend changes.
- b. At a minimum, Respondent will modify its existing public accommodation policy to include the following language: "Cracker Barrel makes reasonable modifications to our policies, practices, and procedures when necessary to serve individuals with disabilities, pursuant to the Americans with Disabilities Act and similar state laws. That includes, for example, allowing disabled guests to be accompanied by service animals, modifying seating arrangements to allow for wheelchairs and mobility devices, and providing auxiliary aids or services (such as accessible menus, alternative communications methods, and reading written menus aloud). Cracker Barrel provides a welcoming dining experience for guests with physical as well as cognitive disabilities, such as neurodivergent persons. Cracker Barrel will consider reasonable accommodations for cognitive disabilities, as applicable, such as offering flexibility in ordering and communication with guests and flexibility in seating arrangements. Employees are reminded to avoid assumptions about a guest's abilities, needs or preferences, and to be sensitive to the fact that not all potential disabilities are readily apparent. Cracker Barrel has legal obligations to consider reasonable accommodations for disabled guests, which is consistent with Cracker Barrel's culture of creating a welcoming dining experience for all guests. If a guest requests an accommodation for a disability, notify your manager immediately so that the request can be addressed." Respondent will notify all employees of this revised policy within 30 days of execution of this Agreement.
- c. The Respondent shall submit to the Commission and Civil Rights Division all proposed revisions or modifications before implementation within 120 days of the execution of this agreement. Together with the revised policies and revised training materials, the Respondent will provide a written explanation to the State of Maryland of any recommendation of Constangy, Brooks, Smith & Prophete, LLP that the Respondent decides not to implement, including the basis for declining to implement the recommendation. If the State of Maryland does not object within

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twenty (20) days of receipt of the proposed written policies, the Respondent may implement those policies.

- d. On an annual basis, beginning in 2026, Respondent will provide updated training to all managers nationally, as is the current practice. This training will include any updated information and/or material related to patrons with disabilities, including those with sensory or other cognitive disabilities. In addition to the annual training for managers, in 2026 Respondent will require all shift-leads from Maryland stores to take the management training that contains the updated information and/or material related to patrons with disabilities.

10. Monetary Payments:

- a. Within thirty (30) days of the full execution of this Agreement, subject to a release of claims executed by the parents or guardians on behalf of the students, the Respondent will pay a potential total of Seventy-five thousand dollars (**\$75,000**) to the students (**\$7,500** per student), to and through their respective parents or guardians, as listed in Confidential Attachment 1. The Respondent will issue an IRS Form 1099 for each of these payments.
- b. Within thirty (30) days of the full execution of this Agreement, the Respondent shall donate to the Structured Teaching, Opportunities for Social Inclusion, Active Learning, and Rigor (SOAR) and Academics, Communications and Heightened Independence for Education Vocation and Engagement (ACHIEVE) programs, at Dr. James Craik Elementary School, a monetary donation in the amount of seventeen thousand five hundred dollars (**\$17,500**). Payment under this paragraph shall be by wire transfer to Charles County Public School System with specific account information provided at the time payment is due. A copy of the payment shall be provided to the Commission and the Civil Rights Division.
- c. Within thirty (30) days of the full execution of this Agreement, the Respondent shall reimburse Charles County Public Schools four hundred forty-six dollars and fifty-six cents (**\$446.56**) for expenses related to the visit to Cracker Barrel in Waldorf. Payment under this paragraph shall be by wire transfer with specific account information provided at the time payment is due. A copy of the payment shall be provided to the Commission and the Civil Rights Division.
- d. Within thirty (30) days of the full execution of this Agreement, the Respondent will deposit nine thousand dollars (**\$9,000**) into the Civil Rights Enforcement Fund to be used by the Commission and the Civil Rights Division for education, outreach,

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and enforcement, pursuant to MD Code, State Gov't, § 20-1047(e). Payment under this paragraph shall be by wire transfer with specific account information provided at the time payment is due.

- e. The State of Maryland agrees to waive the costs of investigation and attorney fees in this matter.
- 11. The Respondent will issue a written apology addressed to the affected students, parents, and teachers, reflected in Attachment 2. The apology will be issued within ten (10) business days of the full execution of this Agreement, in a manner reasonably calculated to reach the affected individuals.
- 12. This Agreement will terminate two (2) years from the full execution of this Agreement, provided that the Respondent has demonstrated substantial compliance with the provisions of this Agreement.
- 13. The Respondent herein affirms its commitment to abide by the provisions of Title 20.
- 14. The State of Maryland hereby waives, releases and covenants not to sue or prosecute further charges against the Respondent with respect to any matters which were or might have been alleged as charges filed with the Commission or the Civil Rights Division in the instant case, subject to performance by the Respondent of the promises and representations contained herein.
- 15. The Commission agrees that it will not process complaint number **2412-0682** further, and this Agreement will serve as the final order of the Commission in this instant case.
- 16. This Agreement has been made in the State of Maryland.
- 17. This writing represents the entire Agreement among the parties and may be modified only by another writing signed by all parties to this Agreement.
- 18. This Agreement shall become effective when signed and dated by all parties to this Agreement.
- 19. Failure by the Commission or the Civil Rights Division to enforce this entire Agreement, or any provision thereof with regard to any deadline or any other provision herein, will not be construed as a waiver of the Commission or the Civil Rights Division right to enforce provisions of this Agreement.
- 20. This Agreement is a public document that will be posted in a conspicuous location on the Civil Rights Division and the Commission's public website or the equivalent of each Party for the duration of the Agreement and provided to any individual who requests a copy.

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21. Notices: For purposes of this Agreement, notices and all other communications provided for in this Agreement shall be in writing and sent by first class mail and by email and sent as follows:

Maryland Commission on Civil Rights
6 St. Paul Street, Suite 900
Baltimore, MD 21202
Attention: Cleveland L. Horton II
Email: mccr@maryland.gov

Office of the Attorney General -Civil Rights Division
200 St. Paul Place
Baltimore, MD 21202
Attention: Janee A. Fountain
Email: jfountain@oag.state.md.us

ACCEPTED BY THE RESPONDENT:
Cracker Barrel Old Country Store, Inc.

I **HEREBY DECLARE**, under the penalties of perjury, this 8th day of ^{JF} ~~November~~ ^{December}, 2025, that I executed the foregoing Pre-Determination Settlement Agreement on behalf of **Cracker Barrel Old Country Store, Inc.** at a time when I was fully authorized to execute the foregoing Pre-Determination Settlement Agreement on its behalf for the purpose of fully binding **Cracker Barrel Old Country Store** to it.

BY: Jennifer Lankford
Jennifer M. Lankford
Deputy General Counsel
Cracker Barrel Old Country Store, Inc.

DATE: 12/4/25

ACCEPTED BY THE STATE OF MARYLAND COMMISSION ON CIVIL RIGHTS:

Cleveland L. Horton II
Cleveland L. Horton II
Executive Director
Maryland Commission on Civil Rights

DATE: 12/8/2025

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ACCEPTED BY THE STATE OF MARYLAND OFFICE OF THE ATTORNEY GENERAL

A handwritten signature in blue ink, appearing to read "Janee A. Fountain", is written over a horizontal line.

Janee A. Fountain
Assistant Attorney General, Civil Rights Division
Maryland Office of the Attorney General

DATE: 12/8/2025