# UNITED STATES SECURITIES AND EXCHANGE COMMISSION Washington, D.C. 20549

### **SCHEDULE 14A**

(Rule 14a-101)

### INFORMATION REQUIRED IN PROXY STATEMENT

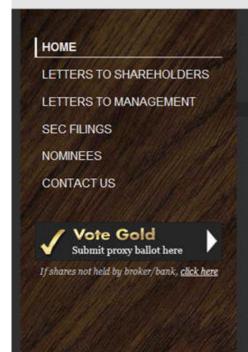
### SCHEDULE 14A INFORMATION

Proxy Statement Pursuant to Section 14(a) of the Securities Exchange Act of 1934

(Amendment No. )

Filed	by the Registrant o						
Filed	by a Party other than the Registrant x						
Check	the appropriate box:						
0	Preliminary Proxy Statement						
	Confidential, for Use of the Commission Only (as permitted by Rule14a-6(e)(2))						
	Definitive Proxy Statement						
X	Definitive Additional Materials						
0	Soliciting Material Under Rule 14a-12						
	CRACKER BARREL OLD COUNTRY STORE, INC.						
	(Name of Registrant as Specified in Its Charter)						
	BIGLARI CAPITAL CORP.						
	THE LION FUND II, L.P.						
	STEAK N SHAKE OPERATIONS, INC.						
	SARDAR BIGLARI						
	PHILIP L. COOLEY						
	(Name of Persons(s) Filing Proxy Statement, if Other Than the Registrant)						
Paym	ent of Filing Fee (Check the appropriate box):						
X	No fee required.						
	Fee computed on table below per Exchange Act Rules 14a-6(i)(1) and 0-11.						

(1)	Title of each class of securities to which transaction applies:			
(2)	Aggregate number of securities to which transaction applies:			
	(3) Per unit price or other underlying value of transaction computed pursuant to Exchange Act Rule 0-11 (set forth the amount on which the filing fee is calculated and state how it was determined):			
(4)	Proposed maximum aggregate value of transaction:			
(5)	Total fee paid:			
	Fee paid previously with preliminary materials:			
□ previo	Check box if any part of the fee is offset as provided by Exchange Act Rule 0-11(a)(2) and identify the filing for which the offsetting fee was paid usly. Identify the previous filing by registration statement number, or the form or schedule and the date of its filing.			
(1)	Amount previously paid:			
(2)	Form, Schedule or Registration Statement No.:			
(3)	Filing Party:			
(4)	Date Filed:			



### Welcome

We have created this website — enhancecrackerbarrel.com — to extend the courtesy of communicating with shareholders of Cracker Barrel Old Country Store, Inc. We are the largest shareholder of Cracker Barrel with an ownership of nearly 20% of the Company's outstanding common stock.

We encourage you to review the site thoroughly and regularly in order to remain knowledgeable about Cracker Barrel and our plans to enhance the value of your shares. You can even share your thoughts under "contact us."

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### Letters to Shareholders

- October 25, 2012
- M April 19, 2012
- December 9, 2011
- Movember 14, 2011
- September 12, 2011

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NOMINEES

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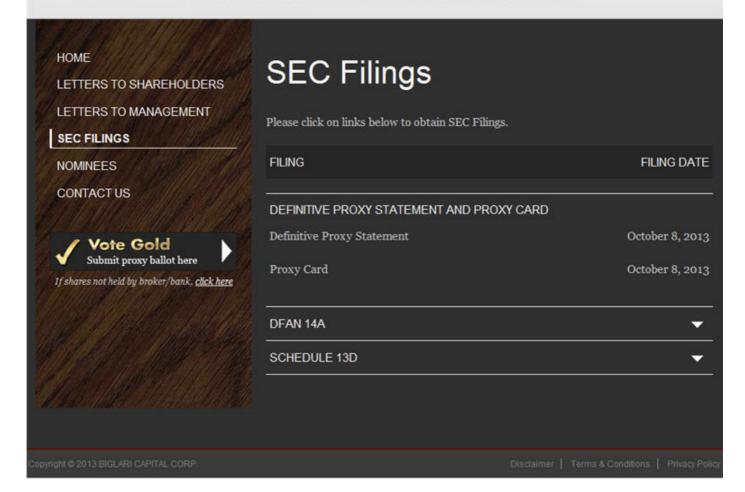
- September 16, 2013
- October 8, 2012
- September 1, 2011
- M August 23, 2011

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### Nominees

Sardar Biglari

Chairman & CEO Biglari Holdings Inc. Philip L. Cooley Vice Chairman Biglari Holdings Inc.

Sardar Biglari is the Chairman and Chief Executive Officer of Biglari Holdings Inc., listed on the New York Stock Exchange under the symbol BH. Biglari Holdings is a diversified holding company engaged in a number of business activities. Its most important operating subsidiaries are involved in the franchising and operating of restaurants. Mr. Biglari makes all major operating, investment, and capital allocation decisions for Biglari Holdings and its subsidiaries. He is also Chairman and Chief Executive Officer of Biglari Capital Corp., general partner of The Lion Fund, L.P. and The Lion Fund II, L.P., private investment funds. He is also Chairman and Chief Executive Officer of Steak in Shake Operations, Inc. and Western Sizzlin Corporation, both of which are wholly-owned subsidiaries of Biglari Holdings. Mr. Biglari is a director of CCA Industries, Inc., a manufacturer and marketer of health and beauty aids. Mr. Biglari has extensive managerial, turnaround, and investing experience in a broad range of businesses.

Mr. Biglari would be an "independent director" of Cracker Barrel Old Country Store, Inc. within the meaning of NASDAQ listing standards applicable to board composition and Section 301 of the Sarbanes-Oxley Act of 2002.

Philip L. Cooley is Vice Chairman of Biglari Holdings Inc. Dr. Cooley was the Prassel Distinguished Professor of Business at Trinity University, San Antonio, Texas, from 1985 until his retirement in May 2012. Dr. Cooley has served as an advisory director of Biglari Capital Corp. since 2000 and as Vice Chairman and a director of Western Sizzlin Corporation from March 2006 and December 2005, respectively, until its acquisition by Biglari Holdings in March 2010. Since August 2011, Dr. Cooley has also served as a director of CCA Industries, Inc. Dr. Cooley is past president of the Eastern Finance Association, and serves on its board, and of the Southern Finance Association. He also serves on the board of the Consumer Credit Counseling Service of Greater San Antonio. Dr. Cooley has extensive business, financial and investment knowledge and experience.

Dr. Cooley would be an "independent director" of Cracker Barrel Old Country Store, Inc. within the meaning of NASDAQ listing standards applicable to board composition and Section 301 of the Sarbanes-Oxley Act of 2002.

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		are you a Cracker Barrel Shareho ▶ Yes     • No	lder*?	^
				7
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Beneficial Shareholders Registered Holders Plan Holders

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(Voting shares held through a broker or bank)

(Voting stock certificates or shares held directly) (Voting shares in Employee Stock Purchase Plan)

QUESTIONS?

**Alliance Advisors LLC** 

Shareholders call toll free at: +1 (855) 976-3332 – Banks and brokers call: +1 (973) 873-7721

Or by email at: votebiglari@allianceadvisorslic.com



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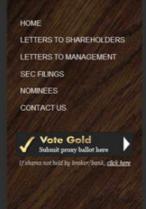
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# CRACKER BARREL



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