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UNITED STATES
SECURITIES AND EXCHANGE COMMISSION

Washington, D.C. 20549

FORM 8-K

CURRENT REPORT

PURSUANT TO SECTION 13 OR 15(d) OF THE
SECURITIES EXCHANGE ACT OF 1934

Date of Report (date of earliest event reported): February 2, 2005

CBRL GROUP, INC.

Tennessee

0-25225

62-1749513

(State or Other Jurisdiction
of Incorporation)

(Commission File Number)

(I.R.S. Employer
Identification No.)

305 Hartmann Drive, Lebanon, Tennessee 37087

(615) 444-5533

Check the appropriate box if the Form 8-K filing is intended to simultaneously satisfy the filing obligation of the registrant under any of the following provisions :

Written communications pursuant to Rule 425 under the Securities Act (17 CFR 230.425)

Soliciting material pursuant to Rule 14a-12 under the Exchange Act (17 CFR 240.14a-12)

Pre-commencement communications pursuant to Rule 14d-2(b) under the Exchange Act (17 CFR 240.14d-2(b))

Pre-commencement communications pursuant to Rule 13e-4(c) under the Exchange Act (17 CFR.13e-4(c))

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Item 8.01. Other Events.

On February 2, 2005, Cracker Barrel Old Country Store, Inc. ("Cracker Barrel"), a wholly-owned subsidiary of CBRL Group, Inc., issued the press release that is furnished as Exhibit 99.1 to this Current Report on Form 8-K, which by this reference is incorporated herein as if copied verbatim, announcing that all charges relating to alleged illegal political contributions within the State of Texas filed by the Travis County, Texas District Attorney (the "District Attorney") have been dismissed. The dismissal results from an agreement, furnished as Exhibit 99.2 to this Current Report on Form 8-K, which by this reference is incorporated herein as if copied verbatim, entered into by Cracker Barrel and the District Attorney, representing the State of Texas.

Item 9.01. Financial Statements and Exhibits.

(a) Financial Statements. None

(b) Pro Forma Financial Information. None

(c) Exhibits.

99.1 Press Release issued by CBRL Group, Inc. dated February 2, 2005.

99.2 Agreement dated February 2, 2005 to Dismiss Indictment entered into by Cracker Barrel and the District Attorney, representing the State of Texas.

SIGNATURE

Pursuant to the requirements of the Securities Exchange Act of 1934, the registrant has duly caused this report to be signed on its behalf by the undersigned hereunto duly authorized.

Dated: February 2, 2005

CBRL GROUP, INC.

By: /s/ James F. Blackstock

Name: James F. Blackstock
Title: Senior Vice President, General
Counsel and Secretary

NO. 9-04-0562

THE STATE OF TEXAS	ss.	IN THE 331st JUDICIAL
V.	ss.	DISTRICT COURT
CRACKER BARREL OLD COUNTRY STORE, INC.	ss.	TRAVIS COUNTY, TEXAS

AGREEMENT

In exchange for the Defendant's agreement to the terms set forth below, the State of Texas agrees to dismiss the indictment (the "Indictment") currently pending in the above-entitled and numbered criminal action.

This agreement shall be deemed to have been executed on the date that it has been signed by each of the following persons: J. F. Blackstock, Assistant Secretary of Cracker Barrel Old Country Store, Inc. ("Defendant"), a person authorized to act on behalf of Defendant; Fish & Richardson P.C., by Paul E. Coggins, the Defendant's attorney of record herein; and Ronald Earle, District Attorney of Travis County, Texas, representing the State of Texas.

The Defendant certifies that, following the Indictment, it has reviewed its existing policies and has adopted additional internal polices that are designed to reflect its commitment against making illegal political contributions in the State of Texas. The parties acknowledge that the State has been furnished with and has reviewed and approved Defendant's internal compliance policies (the "Compliance Policies") regarding political contributions that Defendant adopted subsequent to the Indictment.

In consideration of Defendant's adoption of the Compliance Policies, the State does hereby dismiss the Indictment and agrees to take, within three (3) days of the execution of this agreement, such formal action as is necessary to evidence such dismissal. In the event that Defendant abides by the remaining terms of the agreement, the State will not seek a new indictment related to the offense alleged in the Indictment (or any offense reasonably related thereto, including, without limitation, indictment of any current officers or directors of Defendant or Defendant's parent corporation related to this contribution) and will take no other steps to proceed with prosecution of the case against Defendant. Any violation of the remaining terms of this agreement by Defendant within the statute of limitations may result in presentation of the case to another grand jury and continued prosecution.

In exchange for dismissal of the Indictment, the Defendant agrees to the following:

1. Defendant will publicly disclose all corporate political contributions on its website for a period of two years from the date of this agreement.
2. Defendant will not make any illegal corporate political contributions in the State of Texas or in any other state that prohibits corporate political contributions.
3. Defendant will cooperate with the State of Texas in its prosecution and investigation of any other person for any offense related to the corporate contribution made by Defendant that is the subject of the Indictment.
4. All correspondence regarding this agreement shall be delivered by facsimile transmission, or hand-delivery to:

Travis County District Attorney
 Special Prosecution Division, Public Integrity Unit
 205 W. 9th Street, Suite 400
 Austin, Texas 78701
 Facsimile: (512) 854-4810

Cracker Barrel Old Country Store, Inc.
 Care of Paul Coggins, Attorney for Defendant
 Fish & Richardson, P.C.
 5000 Bank One Center
 1717 Main Street

The State of Texas, by and through her District Attorney, enters into this agreement after taking into consideration the following:

1. Based upon the evidence obtained by the State during the course of its investigation of this case, the offense alleged in the indictment appears to consist only of a single incident that allegedly occurred within the State of Texas and does not constitute a continuing course of conduct.
2. The facts indicate that Defendant may have approved the contribution that is the subject of the Indictment on the basis of false and misleading information provided by the fundraiser who solicited the contribution and that, in any event, that there was no intent on the part of the Defendant to violate any laws relative to campaign finance including, without limitation, the applicable laws of the State of Texas.
3. Defendant no longer employs the person responsible for submitting the contribution request.

4. Defendant has demonstrated to the District Attorney that it has a history of good citizenship and high ethical standards.
5. The District Attorney believes that the public would be better served by resolving this case through this agreement.
6. The District Attorney believes that resolution of this case by way of this agreement will serve to cause corporations to more closely monitor and evaluate their political contributions in Texas and throughout the United States.
7. The Defendant, after discussions with the District Attorney, has decided to provide Fifty Thousand and 00/100 dollars (\$50,000) to financially support a nonpartisan, balanced and publicly informative program or series of programs to The LBJ School of Public Affairs at the University of Texas - Austin.

Additionally, Defendant and the State of Texas enter into this agreement with the understanding that if Defendant fails to comply with the terms of the agreement and the prosecution of this offense proceeds to trial, that this agreement will not and cannot be used as evidence by either side at trial.

The Defendant further acknowledges that the historical basis for the Texas prohibition against corporate political contributions is that they constitute a genuine threat to democracy.

Finally, Defendant understands and agrees that the State will file this document as an attachment to the dismissal of the case.

[SIGNATURES APPEAR ON FOLLOWING PAGE]

SIGNED:

CRACKER BARREL OLD COUNTRY STORE, INC.

By: /s/ J.F. Blackstock

Defendant's representative in this matter

Printed name: J.F. Blackstock

Title: Assistant Secretary

Date: January 31, 2005

/s/ Paul E. Coggins

Paul E. Coggins, Attorney for Defendant

Date: February 1, 2005

/s/ Ronald Earle

Ronald Earle, Travis County District Attorney

Date: February 2, 2005

[Logo of Cracker Barrel Old Country Store]

For Immediate Release
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Contact: Julie Davis
615/443-9266

CHARGES AGAINST CRACKER BARREL IN TRAVIS COUNTY, TEXAS
DISMISSED

LEBANON TN (February 2, 2005) - Cracker Barrel Old Country Store, Inc. ("Cracker Barrel") announced today that all charges filed by the Travis County, Texas District Attorney against the company regarding a political contribution that was alleged to be illegal have been dismissed.

The dismissal results from an agreement wherein the District Attorney acknowledged that "there was no intent on the part of [Cracker Barrel] to violate any laws." The agreement also stated that Cracker Barrel "has demonstrated to the District Attorney that it has a history of good citizenship and high ethical standards."

"We're pleased with the dismissal of all charges. Since this matter was instituted, we have steadfastly maintained that we had not engaged in any illegal conduct. We believe that this agreement confirms our position," said Cracker Barrel spokesperson Julie Davis. "We're glad to be able to put this matter behind us and move forward," Davis added. In the agreement, which is included in the Company's Form 8-K filed today and available through the Edgar Online website, there is no admission of wrongdoing by the company.

The company said it has reviewed and has adopted additional internal policies designed to reflect and further reinforce its longstanding policy of making only legal political contributions.

In a gesture intended to reinforce its longstanding commitment to good corporate citizenship and proper participation in the political process, the company also agreed that it would make a charitable contribution of \$50,000 to support a nonpartisan, balanced and publicly informative program at the LBJ School of Public Affairs at the University of Texas - Austin.

Cracker Barrel Old Country Store, Inc. operates 516 company-owned restaurants and retail stores in 41 states. The company is a wholly owned subsidiary of the publicly held CBRL Group, Inc. (NASDAQ: CBRL).

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