

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

Filed by a Party other than the Registrant

Check the appropriate box:

- Preliminary Proxy Statement
- Confidential, for Use of the Commission Only (as permitted by Rule 14a-6(e)(2))
- Definitive Proxy Statement
- Definitive Additional Materials
- Soliciting Material Under Rule 14a-12

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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

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(Name of Persons(s) Filing Proxy Statement, if Other Than the Registrant)

Payment of Filing Fee (Check the appropriate box):

- 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:

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(2) Aggregate number of securities to which transaction applies:

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(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):

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(4) Proposed maximum aggregate value of transaction:

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(5) Total fee paid:

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(1) Amount previously paid:

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(2) Form, Schedule or Registration Statement No.:

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## Important Notice

This website may contain forward-looking statements. These statements may be identified by the use of forward-looking terminology such as the words "expects," "intends," "believes," "anticipates" and other terms with similar meaning indicating possible future events or actions relating to the business or shareholders of Cracker Barrel Old Country Store, Inc. (the "Company"). These forward-looking statements are based on current expectations and assumptions that are subject to risks and uncertainties that could cause actual results to differ materially. These risks and uncertainties include, among others, the ability of Biglari Capital Corp. ("Biglari Capital Corp."), The Lion Fund II, L.P. (the "Lion Fund II"), Steak n Shake Operations, Inc. ("Steak n Shake"), Sardar Biglari and Philip L. Cooley (collectively, "Biglari Capital") to successfully solicit sufficient proxies to approve the Sale Proposals (as defined below) through a proxy solicitation to be undertaken by them, and risk factors associated with the business of the Company, as described in the Company's Annual Report on Form 10-K for the fiscal year ended August 2, 2013, and in other periodic reports of the Company, which are available at no charge at the website of the Securities and Exchange Commission ("SEC") at <http://www.sec.gov>. Accordingly, you should not rely upon forward-looking statements as a prediction of actual results.

This website may be deemed to constitute solicitation material and is intended solely to inform shareholders so that they may make an informed decision regarding the proxy solicitation.

Biglari Capital has filed with the SEC a definitive proxy statement and an accompanying proxy card to be used to solicit votes in connection with the solicitation of proxies at a special meeting of shareholders of the Company to conduct an advisory vote on proposals made by Biglari Capital that the Board of Directors of the Company (i) immediately pursue all potential extraordinary transactions, including the sale of the Company, and (ii) take any action necessary to amend the Tennessee Business Corporation Act to permit Biglari Capital to engage in an extraordinary transaction with the Company (collectively, the "Sale Proposals").

**BIGLARI CAPITAL ADVISES ALL SHAREHOLDERS OF THE COMPANY TO READ THE PROXY STATEMENT AND OTHER PROXY MATERIALS AS THEY BECOME AVAILABLE BECAUSE THEY CONTAIN, AND WILL CONTAIN, IMPORTANT INFORMATION. SUCH PROXY MATERIALS ARE AND WILL BE AVAILABLE AT NO CHARGE ON THE SEC'S WEB SITE AT [HTTP://WWW.SEC.GOV](http://www.sec.gov). IN ADDITION, THE PARTICIPANTS IN THE PROXY SOLICITATION WILL PROVIDE COPIES OF THE PROXY STATEMENT WITHOUT CHARGE UPON REQUEST. REQUESTS FOR COPIES SHOULD BE DIRECTED TO THE PARTICIPANTS' PROXY SOLICITOR, ALLIANCE ADVISORS LLC, TOLL-FREE AT (855) 976-3332, BANKS AND BROKERS CALL COLLECT AT (973) 873-7721.**

The participants in the proxy solicitation are Biglari Capital Corp., the Lion Fund II, Steak n Shake, Sardar Biglari and Philip L. Cooley (the "Participants").

As of the close of business on March 10, 2014, the Lion Fund II owned directly 3,962,604 shares of Common Stock. Biglari Capital Corp., as the general partner of the Lion Fund II, and Mr. Biglari, as the Chairman and Chief Executive Officer of Biglari Capital Corp., may be deemed to beneficially own the shares of Common Stock directly owned by the Lion Fund II. As of the close of business on March 10, 2014, Steak n Shake owned directly 775,190 shares of Common Stock. Mr. Biglari, as the Chairman and Chief Executive Officer of Steak n Shake, may be deemed to beneficially own the shares of Common Stock directly owned by Steak n Shake.

As members of a "group" for the purposes of Rule 13d-5(b)(1) of the Securities Exchange Act of 1934, as amended, each of the Participants is deemed to beneficially own the shares of Common Stock of the Company beneficially owned in the aggregate by the other Participants. Each of the Participants specifically disclaims beneficial ownership of the shares of Common Stock he or it does not directly own.

This communication is not a solicitation of a proxy, which may be done only pursuant to a definitive proxy statement.

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## Welcome

We have created this website — [enhancecrackerbarrel.com](http://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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## SEC Filings

Please click on links below to obtain SEC Filings.

FILING	FILING DATE
DEFINITIVE PROXY STATEMENT AND PROXY CARD	
<a href="#">Definitive Proxy Statement</a>	March 21, 2014
<a href="#">Proxy Card</a>	March 21, 2014
DFAN 14A	▲
<a href="#">DFAN 14A</a>	December 24, 2013
<a href="#">DFAN 14A</a>	October 31, 2013
<a href="#">DFAN 14A</a>	October 29, 2013
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<a href="#">DFAN 14A</a>	November 9, 2012
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DFAN 14A	October 9, 2012
DFAN 14A	October 9, 2012
DFAN 14A	September 14, 2012
DFAN 14A	September 7, 2012
DFAN 14A	April 19, 2012
DFAN 14A	December 15, 2011
DFAN 14A	December 15, 2011
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DFAN 14A	December 12, 2011
DFAN 14A	December 9, 2011
DFAN 14A	September 23, 2011
DFAN 14A	September 13, 2011
DFAN 14A	September 1, 2011

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**SCHEDULE 13D**



Schedule 13D/A (Amendment 29)	January 16, 2014
Schedule 13D/A (Amendment 28)	December 24, 2013
Schedule 13D/A (Amendment 27)	December 18, 2013
Schedule 13D/A (Amendment 26)	October 24, 2013
Schedule 13D/A (Amendment 25)	September 17, 2013
Schedule 13D/A (Amendment 24)	August 16, 2013
Schedule 13D/A (Amendment 23)	July 3, 2013
Schedule 13D/A (Amendment 22)	February 15, 2013
Schedule 13D/A (Amendment 21)	December 14, 2012
Schedule 13D/A (Amendment 20)	October 25, 2012
Schedule 13D/A (Amendment 19)	October 18, 2012
Schedule 13D/A (Amendment 18)	October 15, 2012
Schedule 13D/A (Amendment 17)	October 11, 2012
Schedule 13D/A (Amendment 16)	October 10, 2012
Schedule 13D/A (Amendment 15)	September 6, 2012
Schedule 13D/A (Amendment 14)	August 16, 2012



Schedule 13D/A (Amendment 17)	August 10, 2012
Schedule 13D/A (Amendment 13)	June 11, 2012
Schedule 13D/A (Amendment 12)	April 20, 2012
Schedule 13D/A (Amendment 11)	April 10, 2012
Schedule 13D/A (Amendment 10)	March 7, 2012
Schedule 13D/A (Amendment 9)	January 27, 2012
Schedule 13D/A (Amendment 8)	January 12, 2012
Schedule 13D/A (Amendment 7)	January 6, 2012
Schedule 13D/A (Amendment 6)	November 15, 2011
Schedule 13D/A (Amendment 5)	October 21, 2011
Schedule 13D/A (Amendment 4)	September 23, 2011
Schedule 13D/A (Amendment 3)	September 13, 2011
Schedule 13D/A (Amendment 2)	September 1, 2011
Schedule 13D/A (Amendment 1)	August 23, 2011
Schedule 13D	June 13, 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 n 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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We would welcome your comments. (\* Indicates required field)

Name\*:

Address:

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City:

Email\*:

State:

Phone:

Zip:

Are you a Cracker Barrel Shareholder\*?

Yes  No

Comments\*:

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Alliance Advisors LLC  
200 Broadacres Drive, 3rd Floor  
Bloomfield, NJ 07003  
Tel: +1 (855) 976-3332

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The sponsor of this website, <http://www.enhancecrackerbarrel.com> (the "Site"), is Biglari Capital Corp. (the "Sponsor"). We respect and value your privacy. This statement outlines our privacy policies (the "Privacy Policy") which are designed to assist you in understanding how we collect, use and safeguard information we collect and to assist you in making informed decisions when using the Site. The core of our Privacy Policy is this:

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When you visit any website you may provide two types of information: personal information you knowingly choose to disclose that is collected on an individual basis, and website use information collected on an aggregate basis as you browse the website.

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Our Site does not ask you to provide your personal information.

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Our Site does not utilize "cookies."

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for the protection of our legal rights.

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