

EXHIBIT A

**IN THE UNITED STATES DISTRICT COURT
FOR THE NORTHERN DISTRICT OF ILLINOIS
EASTERN DIVISION**

BRANDON SCHUMPERT, individually and
as a representative of the class,

Plaintiff,

v.

ALDI INC.,

Defendant.

Case No. 1:13-cv-02417

Judge Harry D. Leinenweber

STIPULATION OF CLASS ACTION SETTLEMENT

The following Stipulation of Class Action Settlement (“Stipulation”) is made and entered into as of October 3, 2013, by and among Plaintiff BRANDON SCHUMPERT (“Named Plaintiff”), for himself and on behalf of the Settling Class Members (as defined below); and Defendant ALDI INC. (“Defendant” or “Aldi”) (as defined below) (collectively, “Settling Parties”). This Stipulation is intended by the Settling Parties to fully, finally and forever resolve, discharge and settle the Released Claims (as defined below), upon and subject to the terms and conditions hereof (“Settlement”). The Stipulation by the Settling Parties, as represented by their counsel, is as follows:

I. THE FAIR CREDIT REPORTING ACT LITIGATION CLAIMS

On April 1, 2011, Named Plaintiff filed a Class Action Complaint in the United States District Court for Northern District of Illinois. (Docket No. 1.) The action was filed on behalf of prospective and current employees of Aldi. The Civil Action (as defined below) alleges that Aldi violated certain provisions of the Fair Credit Reporting Act, 15 U.S.C. § 1681 *et seq.* (“FCRA”) by failing to include copies of consumer reports when it provided pre-adverse action

letters to applicants and employees. Specifically, Named Plaintiff alleges that Aldi violated 15 U.S.C. § 1681b(b)(3)(A)(i) by failing to provide a copy of the consumer report used to make an employment decision before taking adverse action that was based in whole or in part on that report.

The Civil Action seeks to recover statutory damages, punitive damages, and attorneys' fees and litigation expenses. Named Plaintiff and putative class members in the action are represented by E. Michelle Drake, Anna P. Prakash, and Nicholas D. Thompson of Nichols Kaster, PLLP, and Poonam K. Lakhani of the Prinz Law Firm (collectively, "Class Counsel"). Aldi is represented by Frederick T. Smith, Pamela Q. Devata, and Reema Kapur of Seyfarth Shaw LLP ("Defense Counsel").

Following the filing of the Civil Action, the parties engaged in settlement negotiations, during which Aldi provided Class Counsel with information concerning its policies and procedures regarding providing consumer reports to applicants against whom adverse action is taken, including, following an investigation of the application of those policies, sworn statement from Aldi's Vice President. Defendant, through the declaration and counsel, provided Class Counsel with information on the putative class members who were the subject of consumer reports and adverse employment decisions during the Class Period. Following arms-length negotiations between counsel that took place over the course of approximately two months, the parties, through their counsel, agreed to Material Terms of Class Settlement, attached hereto as Appendix 1 and executed on August 9, 2013. The amounts for Settling Class Members were negotiated and agreed upon before attorneys' fees and expenses were negotiated and agreed upon.

II. ALDI'S DENIAL OF WRONGDOING AND LIABILITY

Aldi denies all allegations and claims of wrongdoing or liability against it arising out of any of the conduct, statements, acts or omissions alleged, or that could have been alleged, in the Civil Action. Aldi specifically denies that it violated the FCRA or any other law in any way. Notwithstanding the above, Aldi has concluded that the continuation of the Civil Action would be protracted and expensive, and has also taken into account the uncertainty and risks inherent in any litigation, especially in complex cases like this Civil Action. Aldi has determined that it is desirable and beneficial to the company and other stakeholders that the Civil Action be settled in the manner and on the terms and conditions set forth in this Stipulation.

III. CLAIMS OF NAMED PLAINTIFF AND BENEFITS OF SETTLEMENT

Named Plaintiff, on behalf of himself and Settling Class Members, together with Class Counsel, believe that the claims asserted in the Civil Action have merit, and, that if the case did not settle they would prevail at trial. However, they recognize and acknowledge the expense and length of continued proceedings necessary to prosecute the Civil Action against Aldi through trial and through appeals, as well as the uncertain outcome and the risk of any litigation. Named Plaintiff, on behalf of himself and Settling Class Members, together with Class Counsel, believe that the Settlement set forth in this Stipulation confers substantial benefits on the Settling Class and is fair, reasonable and adequate, and in the best interests of Named Plaintiff and the Settling Class.

IV. TERMS OF THE STIPULATION AND AGREEMENT OF SETTLEMENT

NOW, THEREFORE, IT IS HEREBY STIPULATED AND AGREED by and among the Settling Parties, by their attorneys, that, subject to the approval of the Court, the Civil Action and the Released Claims shall be finally and fully compromised, settled, and released, and the Civil

Action shall be dismissed with prejudice upon and subject to the terms and conditions of the Stipulation as follows:

1. Definitions

1.1 “CAFA” means the Class Action Fairness Act of 2005, 28 U.S.C. § 1711 *et seq.*

1.2 “CAFA Notice” means the notice described in 4.8 below.

1.3 “Civil Action” means the lawsuit styled *Brandon Schumpert v. Aldi, Inc.*, currently pending in United States District Court for the Northern District of Illinois, Case No. 1:13-cv-02417.

1.4 “Class Counsel” means E. Michelle Drake, Anna P. Prakash, and Nicholas D. Thompson of Nichols Kaster, PLLP, and Poonam K. Lakhani of the Prinz Law Firm.

1.5 “Settling Class Member(s)” means any member(s) of the Preliminary Settlement Class and the Settling Class, as set forth in 2.1 and 2.2 below, but specifically does not include those individuals who timely opt out of the Settlement as forth in 4.4.

1.6 “Class Period” means April 1, 2011 through April 13, 2013.

1.7 “Court” means the United States District Court for the Northern District of Illinois.

1.8 “Defendant” or “Aldi” means Aldi Inc.

1.9 “Opt Out” means to timely request exclusion from the Settlement pursuant to Federal Rule of Civil Procedure 23(c)(2)(B).

1.10 “Effective Date” means the date on which the Judgment approving this Stipulation and the Settlement becomes Final.

1.11 “Final” means the date on which all appellate rights with respect to the Judgment have expired or have been exhausted in such a manner as to affirm the Judgment, and when no further appeals are possible, including review by the United States Supreme Court.

1.12 “Final Notice” shall have the meaning described in 5.2 below.

1.13 “FCRA” means the Fair Credit Reporting Act, 15 U.S.C. § 1681 *et seq.*

1.14 “Judgment” means a judgment and order of dismissal entered by the Court in the Civil Action granting final approval of the Settlement and entering a judgment according to the terms set forth in this Stipulation.

1.15 “Incentive Award” means the one-time payment to Named Plaintiff for the time and resources he has put into representing the Settling Class, as set forth in 2.3.

1.16 “Proposed Order” means the order proposed and submitted by the Parties as set forth in 4.1.

1.17 “Person” means an individual, corporation, limited liability corporation, professional corporation, limited liability partnership, partnership, limited partnership, association, joint stock company, estate, legal representative, trust, unincorporated association, government or any political subdivision or agency thereof, and any business or legal entity and their spouses, heirs, predecessors, successors, representatives, or assignees.

1.18 “Named Plaintiff” means Brandon Schumpert.

1.19 “Released Claims” means: (a) with respect to Named Plaintiff, all claims arising out of his application for employment with Defendant that were or could have been brought in this lawsuit, whether known or unknown, up to and including the effective date of this Stipulation, against Defendant and its directors, officers, employees, agents, and representatives.; and (b) with respect to the remaining members of the Settling Class, all claims based on or which

could have been based on or arise from any of the facts alleged in Plaintiff's Complaint, including claims for alleged violations of the federal Fair Credit Reporting Act and any other local, state, and federal laws relating to the use of consumer reports for employment purposes, whether known or unknown, up to and including the effective date of the Final Class Settlement Agreement, against Released Defendant. Released Claims does not include any rights and claims that any member of the Settling Class may have against a consumer reporting agency.

1.20 "Released Defendant" means Aldi and its current and former parents, subsidiaries, affiliates, divisions, associates, agents, successors, assignors, assignees and/or assigns and their respective subsidiaries, affiliates, divisions, associates, agents, successors, assignors, assignees and/or assigns, and each of their respective former, present and future officers, directors, shareholders, agents, control persons, advisors, employees, representatives, consultants, insurers and reinsurers, accountants, attorneys, and any representative of the above. Released Defendant does not include any consumer reporting agency.

1.21 "Settlement" means the terms and conditions of settlement as described in this Stipulation.

1.22 "Settling Class" has the meaning set forth in 2.1 below.

1.23 "Settlement Funds" means the amounts set forth in 2.3.

1.24 "Final Fairness Hearing" means the hearing described in 4.7.

1.25 "Class Notice" means the form of notice to be provided to the Settlement Class after preliminary approval of this Stipulation by the Court, as further described in Sections 4.2-4.6 herein.

1.26 "Settling Parties" means Settling Class and Defendant as described in 1.22 and 1.8, respectively.

1.27 “Stipulation” means this Stipulation of Class Action Settlement, including its exhibits.

1.28 “Preliminary Settlement Class” shall have the meaning set forth in 2.1 below.

1.29 “Termination Notice” shall have the meaning set forth in Section 8 below.

1.30 “Settlement Class” has the meaning set forth in 2.2 below.

2. The Settlement

2.1 For the purposes of effectuating the Settlement only, the Settling Class Members and Defendant agree jointly to request that the Court certify a nationwide Preliminary Settlement Class. The Settling Class consists of individuals who applied for employment with Aldi and received pre-adverse action letters but were not provided with copies of their consumer reports by Aldi during the Class Period.

2.2 On the Effective Date, the Preliminary Settlement Class shall become permanently certified (“Settling Class”), unless the Judgment does not become Final.

2.3 Aldi agrees to pay a total of Forty-Four Thousand Dollars (\$44,000.00) within fourteen (14) days of the final approval of the Settlement by the Court, as follows: (a) \$500 payable to Named Plaintiff as an Incentive Award; (b) a \$500 payment to each of the 32 members of the Settling Class who do not opt out of the Settlement; and (c) \$27,500 payment to Class Counsel for the Settling Class for their attorneys’ fees and costs. Aldi will issue Form 1099s to the Settling Class and their counsel in connection with these payments. Costs of settlement administration and notice shall be separate from the above payments, with such costs borne by Aldi, who, through counsel, shall act as settlement administrator and who shall not seek repayment for those costs from Named Plaintiff, Settling Class, or Class Counsel except as

provided in paragraph 4.6 below. Aldi further agrees to provide each member of the Settling Class with a copy of his/her consumer report.

2.4 Upon final approval of the Settlement at the Final Fairness Hearing, the Civil Action will be dismissed with prejudice.

2.5 Aldi shall not be responsible for paying any sum of money to Named Plaintiff, Settling Class, or Class Counsel except as stated in Section 2.3.

3. Release

3.1 Upon the Effective Date, Named Plaintiff and each member of the Settling Class who has not opted out of the proposed Settlement, and each of their executors, representatives, heirs, successors, bankruptcy trustees, guardians, agents, successors, assignees and assigns, and all those others who also claim through them or who assert claims on their behalf (including the government in its capacity as *parens patriae*) shall be deemed to have, and by operation of the Judgment shall have, fully, finally, and forever released, relinquished and discharged all Released Claims against the Released Defendant. The Settling Parties hereby acknowledge that the Released Defendant is an expressly intended beneficiary of this Release.

Also, upon the Effective Date, Named Plaintiff and each member of the Settling Class who has not opted out of the proposed Settlement shall be permanently enjoined and barred from filing, commencing, prosecuting, intervening (as class members or otherwise) or receiving any benefits from any lawsuit, arbitration, administrative or regulatory proceeding seeking recovery based on the Released Claims.

3.2 This Stipulation does not waive any rights and claims that any member of the Settling Class may have against a consumer reporting agency.

4. Notice of Order and Settlement Hearing

4.1 On execution of this Stipulation, the Settling Parties shall jointly apply to the Court for preliminary approval of the Settlement set forth in this Stipulation. It is contemplated that the joint motion will be filed contemporaneously with the filing of this Stipulation. The Settling Parties shall submit to the Court the Stipulation, together with its exhibits, and shall apply for entry of an order (the “Proposed Order”), substantially in the form and content of Exhibit 1 to the Settling Parties’ joint motion, requesting, *inter alia*, (a) preliminary approval of the Settlement, (b) preliminary certification of the Preliminary Settlement Class, and (c) approval for the distribution of the Class Notice substantially in the form and content of Exhibit 1B to the Proposed Order hereto, and (d) a time and date for the Final Fairness Hearing. Should the Court reject or materially alter the parties’ agreed upon Proposed Order or Class Notice, then the parties will have the option to void the Settlement if the parties are unable, after good faith negotiations, to agree on a form of Proposed Order and Class Notice acceptable to the Court.

4.2 Within fourteen (14) days following preliminary approval of this Stipulation by the Court, Aldi shall (1) provide Class Counsel the names and last known contact information of all putative class members; and (2) provide each member of the Preliminary Settlement Class a Class Notice in substantially similar form as Exhibit B attached to the Proposed Order, notifying him/her of his/her right to participate in the Settlement or to object to or opt out of the Settlement (“Class Notice”). All putative class members who do not opt out or object within forty-five (45) days from the date that the Class Notice is mailed, as described in the Class Notice, shall be considered Settling Class Members and shall be bound by the terms of the Settlement. The Class Notice will be sent to the last known address of each member of the Preliminary Settling Class. If such address is unavailable, Aldi shall send the Class Notice by First Class U.S. Mail, postage

prepaid, to the last known mailing address available in its files for each member of the Preliminary Settlement Class.

4.3 Each Settling Class Member shall be informed in the Class Notice that he/she is entitled to the cash funds as set forth in Section 2.3. Fourteen (14) days following the Effective Date, Aldi shall mail any Court-approved incentive award to the Named Plaintiff, and the settlement funds to the Settling Class Members who have not opted out of the Settlement at the last known address on file with Aldi, along with a copy of the consumer report Aldi procured prior to taking adverse action against the Settling Class Member. The funds shall be paid via check and each check shall become void if not cashed within ninety (90) days after issuance. The proceeds to be paid to thereby shall not become the property of the Settling Class Member until and unless he/she cashes the check. Aldi agrees to reissue checks in the event of lost checks or other reasonable circumstances preventing Settling Class Members from cashing checks.

4.4 A Settling Class Member may request to be excluded from the Settling Class by sending a written request for exclusion to Aldi at the address provided in the Class Notice. The Settling Class Member's Opt-Out request must identify this Civil Action and contain the Settling Class Member's original signature, current postal address and a specific statement that the Settling Class Member wants to be excluded from the Settling Class. Opt-Out requests must be postmarked no later than the deadline set by the Court in the Class Notice. In no event shall persons who purport to opt out of the Settling Class as a group, on an aggregate basis, or as a class involving more than one Settling Class Member be considered valid Opt-Outs. Requests for exclusion that do not comply with any of the foregoing requirements are invalid. No later than seven (7) business days after the deadline for submission of request for exclusion of Opt-

Out, Aldi shall provide Class Counsel with a complete list of all persons who have properly opted out of the Settlement together with copies of the Opt-Out requests.

4.5 Procedure to Object to the Settlement: Any Settling Class Member who does not opt out, but who instead wishes to object to the Settlement or any matters as described in the Class Notice, may do so by filing with the Court a notice of their intention to object (which shall set forth each objection and the basis therefore, containing the objecting Settling Class Member's signature), with any papers in support of their position, and serve copies of all such papers on Class Counsel and Defense Counsel. Objections must be filed and served no later than the deadline set by the Court in the Proposed Order. The objection must indicate whether the Settling Class Member and/or his attorney(s) intends to appear at the Final Fairness Hearing. Any attorney who is not Counsel of Record this case and who intends to appear at the Final Fairness Hearing must enter a written Notice of Appearance of Counsel with the Clerk of Court no later than fourteen (14) days prior to the Final Fairness Hearing.

4.6 The cash funds from any checks mailed pursuant to Section 4.3 that remain uncashed and become stale after the ninety (90) day period provided therein shall be applied to Aldi's costs to administer the Class Notice, with any remaining uncashed funds reverting back to Aldi.

4.7 The Settling Parties agree to seek a Final Fairness Hearing date fourteen (14) days following the close of the notice period.

4.8 Aldi shall cause notice of the proposed settlement that meets the requirements of the Class Action Fairness Act of 2005, 28 U.S.C. § 1715 ("CAFA"), to be served on the appropriate federal and state officials no later than ten (10) days after the filing of this Stipulation with the Court ("CAFA Notice").

5. Final Fairness Hearing Judgment and Notice

5.1 The Final Fairness Hearing, as established in the Proposed Order, shall be for the purpose of consideration of final approval of the Settlement set forth in the Stipulation.

5.2 On or before the Final Fairness Hearing, Class Counsel will certify to the Court that they have fully complied with the notice provisions set forth Section 4.2 herein.

6. Administration and Supervision of the Settlement Fund

6.1 Aldi shall, through counsel, administer the Settlement, including controlling the Settlement Funds, subject to Court approval, and Aldi shall administer and oversee distribution from the Settlement Funds. On completion of the administration of the Settlement, Aldi shall provide or cause to be provided to the Court, a final report on its administration of the Settlement. Aldi will be responsible for the costs of notice and administration, except that unclaimed settlement funds will be used to defer such costs as described in Section 4.6.

6.2 No Person shall have any claim against Class Counsel based on the monetary payments made substantially in accordance with this Stipulation and the Settlement contained herein, or further order(s) of the Court.

6.3 Each Settling Class Member shall be responsible for all taxes on his/her settlement payment. Aldi makes no representation as to the tax consequences of this Settlement or the payments referenced herein.

7. Plaintiffs' Counsel's Attorneys' Fees, Reimbursement of Expenses and Payment of Additional Costs

7.1 Aldi will pay the cost of the settlement notices and other fees and costs associated with processing the notices and mailing any cash payments, except as otherwise provided herein.

7.2 At the time the parties bring their motion for Final Approval, Class Counsel shall make an application to the Court for an award from the Settlement Funds for attorneys' fees and

litigation expenses in an amount not to exceed \$27,500.00 of the Settlement Funds. Aldi shall not oppose or object to this application. Nothing in this provision will require Aldi to pay funds to the Named Plaintiff, Settling Class Members, or Class Counsel with respect to the litigation over and above the Settlement Funds of \$44,000.00.

7.3 Except as provided in Sections 7.1 and 7.2 above, all parties are responsible for its/their own attorneys' fees and costs.

7.4 Any approved attorneys' fees and litigation expenses awarded to Class Counsel shall be paid via wire transfer fourteen (14) days following the Effective Date.

8. Conditions of Settlement, Effect of Disapproval, Cancellation or Termination

8.1 Named Plaintiff or Aldi, at either of their sole discretion, shall each have the right to terminate the Settlement and this Stipulation, including dissolution of the Preliminary Settlement Class, if any of the following conditions subsequently occurs ("Terminating Events"):

- a. Aldi shall have the right to revoke the Settlement prior to the effective date of the Final Class Action Settlement Agreement if five (5) or more members of the Settling Class opt out of the Settlement and do not rescind their Opt-Out statements;
- b. the Court's refusal to preliminarily (pursuant to Section 4.1 above) or permanently approve this Stipulation or any material part of it;
- c. the Court requires a notice program in addition to or substantially different from that set forth herein;
- d. the Court orders Aldi to pay attorneys' fees in an amount higher than that provided herein;

- e. the Court orders Aldi to pay, with respect to the litigation, any amount above the contribution to the Settlement Funds, other than as provided herein;
- f. the Court declines to enter the Judgment in any material respect; or
- g. the Judgment is reversed, vacated or modified in any material respect by the Seventh Circuit Court of Appeals, the United States Supreme Court, or adverse action being taken by any other trial court or appellate court in any jurisdiction.

8.2 The failure of the Court or any appellate court to approve in full the request by Class Counsel or Named Plaintiff for attorneys' fees, incentive awards, or litigation expenses shall not be grounds for Named Plaintiff, the Settling Class Members, or Class Counsel, to terminate this Stipulation.

8.3 If either party exercises their respective rights to terminate this Settlement and Stipulation pursuant to Section 8.1 herein, they shall terminate the Settlement and this Stipulation, including dissolving the Preliminary Settlement Class, by delivering written notice of the electing party's election to do so ("Termination Notice") to the other party hereto within thirty (30) days of a Terminating Event or within thirty (30) days of any event described in Section 8.2 above. In the event that a Termination Notice is so provided, then the Settlement and this Stipulation shall be canceled and terminated, unless and until Class Counsel and Defense Counsel mutually agree in writing to proceed with the Stipulation.

8.4 In the event that the Settlement and this Stipulation are terminated as provided for herein, then: (a) this Stipulation and the Material Terms of Settlement Agreement shall be null and void and of no further force and effect; (b) the Settling Parties shall be restored to their respective positions in the Civil Action immediately prior to the execution of this Stipulation; (c) any portion of the Settlement Funds not used to fund notice and administration shall be returned

to Aldi together with any interest earned thereon; and (d) any Judgment or Order entered by the Court in accordance with the terms of the Stipulation shall be treated as vacated, *nunc pro tunc*.

8.5 Upon the filing of the proposed Stipulation with the Court, all proceedings shall be stayed until further Order of the Court, except such proceedings as may be necessary either to implement the proposed Stipulation or to comply with or effectuate the terms of this Stipulation.

9. Final Judgment

9.1 The Settling Parties shall jointly seek entry by the Court of a Final Judgment that includes provisions:

- a. granting Final Approval of this Stipulation, and directing its implementation pursuant to its terms and provisions;
- b. discharging and releasing the Released Defendant from the Released Claims as provided in Section 3 above;
- c. directing that the Civil Action be dismissed with prejudice; and
- e. reserving to the Court, continuing and exclusive jurisdiction over the Settling Parties with respect to the Stipulation and the Final Judgment.

9.2 Class Counsel shall separately petition the Court for award of the attorneys' fees and litigation expenses, and Named Plaintiff incentive award provided for herein, such petition to be made contemporaneously with the parties' joint motion for final approval and entry of a Final Judgment.

9.3 A copy of the list of names of each member of the Settling Class who submitted a timely exclusion to Class Counsel shall be submitted for the Court's in camera inspection when the parties file their Joint Motion for Final Approval of Class Action Settlement.

10. Miscellaneous Provisions

10.1 The Settling Parties: (a) acknowledge that it is their intent to consummate this agreement; and (b) agree to cooperate to the extent reasonably necessary to effectuate and implement all terms and conditions of this Stipulation, and to exercise their best efforts to accomplish the foregoing terms and conditions of this Stipulation.

10.2 Neither Aldi, Class Counsel, nor Named Plaintiff will encourage any person to request exclusion from membership in the Settlement Class, encourage any person to object to the Settlement, and/or discourage any person from participating in the distribution of the proceeds of the Settlement.

10.3 Each counsel or other Person executing the Stipulation or any of its exhibits on behalf of any party hereto hereby warrants that such Person has the full authority to do so, subject to the right of putative class members to Opt-Out of this Settlement as provided above.

10.4 Class Counsel, on behalf of the Settlement Class, is expressly authorized to take all appropriate action required or permitted to be taken by the Settlement Class, pursuant to the Stipulation, to effectuate its terms, and, also, are expressly authorized to enter into any modifications or amendments to the Stipulation on behalf of the Settlement Class which they deem appropriate.

10.5 This Stipulation shall be binding on, and inure to the benefit of, the successors and assigns of the Settling Parties hereto.

10.6 Neither the Stipulation, nor the Settlement, nor any act performed or document executed pursuant to or in furtherance of the Stipulation or the Settlement: (a) is or may be deemed to be, or may be used as an admission of, or evidence of, the validity of any Released Claim, or of any wrongdoing or liability of Defendant; or (b) is or may be deemed to be, or may be used as an admission of, or evidence of, any fault or omission of any of Defendant in any

civil, criminal, or administrative proceeding in any court, administrative agency, or other tribunal. Defendant may file the Stipulation and/or the Judgment in any action that may be brought against it in order to support a defense or counterclaim based on principles of *res judicata*, collateral estoppel, release, good faith settlement, judgment bar or reduction, or any other theory of claim preclusion or issue preclusion or similar defense or counterclaim.

10.7 The Named Plaintiff agrees to keep confidential the amount of money paid to him as part of the settlement. Class Counsel agree not to make a public announcement or press release regarding the terms of this settlement nor initiate any contact of any kind with the press regarding the terms of this settlement. If, after the motion for preliminary approval has been publicly filed, Class Counsel receives any inquiry regarding this settlement from a person who is neither a current client nor a Settling Class member, Class Counsel shall make no comment. However, Class Counsel may initiate contact with Settling Class members and clients about this settlement and may respond to inquiries about this settlement from Settling Class members and clients as Class Counsel deems appropriate. Nothing herein is intended to limit or waive the confidentiality of communications under the attorney-client privilege between class counsel and their current clients and/or Settling Class members, nor is anything herein intended to limit the ability of class counsel to make truthful representations to judicial authorities regarding its appointment as class counsel or the terms of this Settlement.

10.8 Defendant and Named Plaintiff agree that each has complied fully with the stricture of Rule 11 of the Federal Rules of Civil Procedure and CAFA and the Final Judgment will contain a statement to reflect this compliance.

10.9 All of the exhibits to this Stipulation are material and integral parts hereof, and are fully incorporated herein by this reference.

10.10 This Stipulation and the exhibits attached hereto constitute the entire agreement between the Settling Parties and no representations, warranties, or inducements have been made to any party concerning the Stipulation or its exhibits other than the representations, warranties, and covenants contained and memorialized in such documents.

10.11 This Stipulation may be amended or modified only by a written instrument signed by or on behalf of all Settling Parties or their respective successors in interest.

10.12 This Stipulation and the exhibits hereto shall be considered to have been negotiated, executed and delivered, and to be wholly performed, in the State of Illinois and the rights and obligations of the Settling Parties to this Stipulation shall be construed and enforced in accordance with, and governed by, the internal, substantive laws of the State of Illinois without giving effect to its choice of law provisions.

10.13 The Court shall retain jurisdiction with respect to implementation and enforcement of the terms of this Stipulation, and all Settling Parties submit to the jurisdiction of the Court for purposes of implementing and enforcing the settlement embodied in this Stipulation.

10.14 This Stipulation may be executed in counterparts, including by signature, transmitted by facsimile. Each counterpart when so executed shall be deemed to be an original, and all such counterparts together shall constitute the same instrument.

10.15 Settling Parties and their counsel agree to use their best efforts to obtain Court approval of this Stipulation subject, however, to either party's right to terminate the Stipulation.

10.16 Except for the Class Notice and the CAFA Notice, all notices or formal communications under this Stipulation shall be in writing and shall be given: (a) by hand delivery; (b) by registered or certified mail, return receipt requested, postage prepaid; or (c) by

Federal Express or similar overnight courier to counsel for the party to whom notice is directed at the following addresses:

For Named Plaintiff and the Settling Class:

Poonam K. Lakhani
THE PRINZ LAW FIRM, P.C.
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Anna P. Prakash
Nicholas D. Thompson
NICHOLS KASTER, PLLP
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80 South Eighth Street
Minneapolis, MN 55402

For Aldi Inc.:

Pamela Q. Devata
Reema Kapur
SEYFARTH SHAW LLP
131 South Dearborn Street, Suite 2400
Chicago, IL 60603

Frederick T. Smith
SEYFARTH SHAW LLP
1075 Peachtree Street, N.E.
Suite 2500
Atlanta, GA 30309-3962

10.17 This Stipulation is the entire, complete agreement of each and every term agreed to by Named Plaintiff and the Settling Class on the one hand, and Defendant on the other hand. In entering into this Stipulation, Named Plaintiff and the Settling Class have not relied on any warranty or representation not specifically set forth herein. This Stipulation may be amended or modified only by a written instrument signed by Class Counsel and Defense Counsel.

10.18 The headings in this Stipulation are for the convenience of the reader only and shall not affect the meaning or interpretation of this Stipulation.

10.19 In the event that any provision hereof becomes or is declared by a court of competent jurisdiction to be illegal, unenforceable or void, this Stipulation shall continue in full force and effect without such provision.

10.20 None of the Parties to this Stipulation shall be considered to be the primary drafter of this Stipulation, or any provision hereof, for the purposes of any rule of interpretation or construction that might cause any provision to be construed against the drafter.

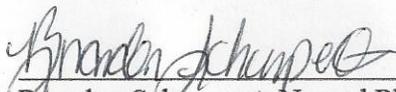
10.21 This Stipulation shall be binding according to its terms upon, and inure to the benefit of Named Plaintiff, the members of the Settling Class who do not opt out pursuant to the terms of this Stipulation and as set forth in the Class Notice, and the Released Defendant.

10.22 Aldi agrees to provide each member of the Settling Class who does not opt out with a copy of his/her consumer report along with his/her settlement payment.

10.23 The individuals signing this Stipulation on behalf of Aldi represent that they are fully authorized to enter into, and to execute, this Stipulation on behalf of Aldi. Class Counsel represent that they are fully authorized to conduct settlement negotiations on behalf of Named Plaintiff, and to enter into, and to execute, this Stipulation on behalf of the Settling Class, subject to Court approval pursuant to Federal Rule of Civil Procedure 23(e). Named Plaintiff enters into and executes this Stipulation on behalf of himself, and as a representative of and on behalf of the Settling Class, subject to Court approval pursuant to Federal Rule of Civil Procedure 23(e).

10.24 Each of the Parties has had an opportunity to receive, and has received, independent legal advice from his, her, or its attorneys regarding the advisability of this proposed settlement, and to answer any questions about the Settlement, and the legal consequences of this Stipulation, and fully understands and accepts the terms of this Stipulation.

AGREED TO AND ACCEPTED BY:


Brandon Schumpert, Named Plaintiff

DATE: 10/3/13

For Named Plaintiff and the Settling Class:

DATE: October 3, 2013

/s Anna P. Prakash

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DATE: October 3, 2013

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APPENDIX 1

**IN THE UNITED STATES DISTRICT COURT
FOR THE NORTHERN DISTRICT OF ILLINOIS
EASTERN DIVISION**

Brandon Schumpert, individually and as a
representative of the class,

Plaintiff,

v.

Aldi Inc.,

Defendant.

Case No. 1:13-cv-02417

Judge Harry D. Leinenweber

MATERIAL TERMS OF CLASS SETTLEMENT

Named Plaintiff Brandon Schumpert and the Class, all of whom allege that they applied for employment with Defendant and received pre-adverse action letters but were not provided with copies of their consumer reports by Defendant (together, the "Settling Class"), and Defendant have reached a settlement in principle of the above-referenced lawsuit, including the material terms set out in more detail below. The parties intend this document to memorialize the material terms of their settlement and further agree that they will work together to draft a formal settlement agreement or consent decree ("Final Class Settlement Agreement") as a means of resolving this action subject to Court approval.

1. Named Plaintiff Brandon Schumpert ("Named Plaintiff") agrees to release all claims arising out of his application for employment with Defendant that were or could have been brought in this lawsuit, whether known or unknown, up to and including the effective date of the Final Class Settlement Agreement, against Defendant and its directors, officers, employees, agents, and representatives. The remaining members of the Settling Class agree to release all claims based on or which could have been based on or arise from any of the facts alleged in Plaintiff's Complaint, including claims for alleged violations of the federal Fair Credit Reporting Act and any other local, state, and federal laws relating to the use of consumer reports for employment purposes, whether known or unknown, up to and including the effective date of the Final Class Settlement Agreement, against Defendant and its directors, officers, employees, agents, and representatives.

2. This agreement does not waive any rights and claims that any member of the Settling Class may have against a consumer reporting agency.
3. Defendant stipulates to class certification of the Settling Class under Rule 23 and appointment of Nichols Kaster, PLLP (including Plaintiff's Counsel of Record) as class counsel for settlement purposes only.
4. This settlement is a compromise of disputed claims pursuant to Federal Rule of Civil Procedure 23(e). The Settling Class and Defendant will work jointly in good faith to seek Court approval of the class settlement and to fulfill all other requirements under Rule 23(e) and as requested by the Court.
5. Defendant and the Settling Class shall jointly draft a notice of class action settlement, which the parties shall submit to the Court as part of their joint motion for preliminary approval of the class action settlement.
6. Each member of the Settling Class shall have the opportunity to opt out of the settlement and pursue his/her claims. Defendant shall have the right to revoke the settlement prior to the effective date of the Final Class Action Settlement Agreement if five or more members of the Settling Class opt out of the settlement and do not rescind their opt-out statements.
7. Defendant does not admit any liability to the Settling Class.
8. Except as provided in Paragraph 9 of this agreement, all parties are responsible for its/their own attorneys' fees and costs.
9. Defendant shall pay the total sum of Forty-Four Thousand Dollars and No Cents (\$44,000) within 14 days of the final approval of the settlement by the Court, as follows: (a) \$500 payable to the Named Plaintiff as a service award; (b) a \$500 payment to each of the 32 members of the Settling Class who do not opt out of the settlement; and (c) \$27,500 payment to Nichols Kaster, PLLP ("class counsel") for attorneys' fees and costs. Defendant will issue Form 1099s to the Settling Class and class counsel in connection with these payments.
10. Each member of the Settling Class shall be responsible for all taxes on his/her settlement payment. Defendant makes no representation as to the tax consequences of this settlement or the payments referenced herein.
11. The Named Plaintiff agrees to keep confidential the amount of money paid to him as part of the settlement. Class counsel agrees not to make a public announcement or press release regarding the terms of this settlement nor initiate any contact of any kind with the press regarding the terms of this settlement. If, after the motion for preliminary approval has been publicly filed, class counsel receives any inquiry regarding this settlement from a person who is neither a current client nor a Settling Class member, class counsel shall make no comment. However, class counsel may initiate contact with Settling Class members and clients about this settlement and may respond to inquiries about this settlement

from Settling Class members and clients as class counsel deems appropriate. Nothing herein is intended to limit or waive the confidentiality of communications under the attorney-client privilege between class counsel and their current clients and/or Settling Class members, nor is anything herein intended to limit the ability of class counsel to make truthful representations to judicial authorities regarding its appointment as class counsel or the terms of this settlement.

- 12. Defendant agrees to provide each member of the Settling Class with a copy of his/her consumer report with his/her settlement payment, which will be made by check.
- 13. The parties agree that Defendant's counsel shall serve as the settlement administrator.
- 14. The parties agree that this "Material Terms of Class Settlement" is binding and enforceable. If the parties do not obtain final approval of the settlement from the Court, then this agreement and the Final Class Settlement Agreement shall become null and void.

AGREED TO BY:

Shrikash
Class Counsel

August 9, 2013
Date

Paula J. Duto
Counsel for Defendant

8/9/13
Date