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FILED
Superior Court of California
County of Los Angeles
12/08/2025

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By: E. Muñoz Deputy

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15 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**
16 **COUNTY OF LOS ANGELES**

17 LARRY TRAN, on behalf of himself and all) Case No.: 22STCV26572
18 others similarly situated,) [Consolidated with Case No. 23STCV08339]
19 Plaintiff,) ~~REVISED PROPOSED~~ **ORDER**
20 v.) **GRANTING MOTION FOR PRELIMINARY**
SPROUTS FARMERS MARKET, INC.) **APPROVAL OF CLASS ACTION**
21 (d/b/a Sprouts Farmers Market and d/b/a) **SETTLEMENT AND SCHEDULING**
22 Sprouts); SF MARKETS, LLC (d/b/a) **FAIRNESS (FINAL APPROVAL) HEARING**
Sprouts Farmers Market, d/b/a Sprouts, and) **Hearing**
23 d/b/a SFM, LLC); and DOES 1 through 100,) Date: December 8, 2025
inclusive,) Time: 10:00 a.m.
24) Dept.: SS10
Defendants.) Judge: Hon. William F. Highberger
25)

1 On June 2, 2025, the Court received the Stipulated Settlement Agreement and Release
2 entered into between Larry Tran and Robert Cohen (collectively "Plaintiffs") and Sprouts Farmers
3 Market, Inc. and SFM, LLC (collectively "Sprouts" or "Defendants").

4 On October 3, 2025, the Court held a hearing on the Motion For Preliminary Approval Of
5 Class Action Settlement and required the submission of further documents.

6 The Court has received a revised Stipulated Settlement Agreement and Release
7 (hereinafter sometimes referred to as "Settlement" or "Agreement") entered into between Plaintiffs
8 and Sprouts, as well as the Declaration Of Christopher Q. Longley, Esq. of Atticus Administration,
9 LLC.

10 After reviewing the Agreement and other documents filed in support of the Motion For
11 Preliminary Approval Of Class Action Settlement, and having considered the arguments by the
12 respective parties, THE COURT HEREBY ORDERS THE FOLLOWING:¹

13 1. The Court hereby grants preliminary approval of the proposed Settlement upon the
14 terms and conditions set forth in the Agreement. The Court preliminarily finds that the terms of
15 the proposed Settlement are fair, adequate and reasonable and comply with California Code of
16 Civil Procedure § 382 and California Rules of Court Rule 3.769.

17 2. The Court orders that the following Settlement Class is preliminarily certified for
18 settlement purposes only: All persons within the United States to whom Defendants provided an
19 electronically printed receipt at the point of sale or transaction, in a transaction occurring
20 nationwide from August 16, 2020 through October 31, 2022 for debit and credit cards excluding
21 EBT cards and from March 15, 2021 through April 15, 2023 for EBT cards, and wherein the
22 receipt displayed more than the last five digits of the person's credit card or debit card number.
23 The Parties understand and agree that the terms "credit card(s)" or "debit card(s)" includes EBT
24 cards for purposes of settlement.

25 3. The Court finds that, for purposes of the Settlement, the above-defined Settlement
26 Class meets all of the requirements for class certification. The Court further finds that, for

27 ¹ Capitalized terms in this Order shall have the same meanings as in the Agreement, unless
28 indicated otherwise.

1 purposes of the Settlement, the requirements of California Code of Civil Procedure § 382 and
2 California Rules of Court Rule 3.769 are satisfied and that (a) the Settlement Class is
3 ascertainable, (b) the members of the Settlement Class are so numerous that joinder is
4 impracticable, (c) there are questions of law and fact common to the Settlement Class members
5 which predominate over any individual questions, (d) the representative Plaintiffs' claims are
6 typical of the claims of the Settlement Class members, (e) the Class Representatives and Class
7 Counsel have fairly, adequately, reasonably and competently represented and protected the
8 interests of the Settlement Class throughout the litigation, and (f) a class action is superior to other
9 available methods for the fair and efficient adjudication of the controversy.

10 4. The Court appoints plaintiffs Larry Tran and Robert Cohen as the Class
11 Representatives for the Settlement Class.

12 5. The Court appoints attorneys, Chant Yedalian of Chant & Company A Professional
13 Law Corporation and Todd M. Friedman and Adrian R. Bacon of Law Offices Of Todd M.
14 Friedman, P.C., as Class Counsel for the Settlement Class.

15 6. The Court appoints Atticus Administration, LLC as the Settlement Administrator.

16 7. The Court preliminarily finds that the Settlement is the product of serious,
17 informed, non-collusive negotiations conducted at arm's-length by the Parties and with the
18 assistance of, and as a result of a mediator's compromise proposal made by, the mediator Hon. S.
19 James Otero (Ret.). In making these preliminary findings, the Court considered, among other
20 factors, the potential statutory damages claimed in the lawsuit on behalf of Plaintiffs and members
21 of the Settlement Class, Sprouts potential liability, the fact that the Court had previously dismissed
22 this matter, the risks of continued litigation including trial outcome, delay and potential appeals,
23 the substantial benefits available to the Settlement Class as a result of the Settlement, and the fact
24 that the proposed Settlement represents a compromise of the Parties' respective positions rather
25 than the result of a finding of liability at trial. The Court further preliminarily finds that the terms
26 of the Settlement have no obvious deficiencies and do not improperly grant preferential treatment
27 to any individual member of the Settlement Class.

1 8. The Court approves the proposed manner of the notice of Settlement set forth in the
2 Agreement. The Court also approves of the proposed notice to the Settlement Class, including the
3 Claim Form-R, Short-Form Claim Form, Email Notice, Targeted Internet Notice, Newspaper
4 Notice, and Full Notice, attached to the Agreement as Exhibits A-F, respectively.

5 9. The Court finds that the proposed manner of the notice of Settlement set forth in
6 the Agreement, and the proposed notice to the Settlement Class, which the Court approves of, as
7 set forth in paragraph 8, above, constitutes the best notice practicable under the circumstances and
8 is in full compliance with the United States Constitution, the California Constitution, California
9 Rules of Court, and the requirements of due process. The Court further finds that the notice fully
10 and accurately informs Settlement Class members of all material elements of the lawsuit and
11 proposed class action Settlement, of each member's right to be excluded from the Settlement, and
12 each member's right and opportunity to object to the proposed class action Settlement and be heard
13 at the fairness (final approval) hearing.

14 10. Settlement Class members will have until sixty (60) calendar days after the first
15 date of posting the Full Notice on the Settlement Website to exclude themselves from the
16 Settlement (the "Opt-Out Deadline"). Settlement Class members may opt out by timely sending a
17 written request to the Settlement Administrator postmarked no later than the Opt-Out Deadline.
18 The Settlement Administrator shall promptly provide a copy of any opt-out request to counsel for
19 each of the Parties. Settlement Class members who timely opt out of the Settlement: (a) will not
20 be a part of the Settlement; (b) will have no right to receive any benefits under the Settlement; (c)
21 will not be bound by the terms of the Settlement; and (d) will not have any right to object to the
22 terms of the Settlement or be heard at the fairness (final approval) hearing.

23 11. Any Settlement Class member, on his or her own, or through an attorney hired at
24 his or her own expense, may object to the terms of the Settlement, including, but not limited to, an
25 award to Class Counsel of attorneys' fees which Class Counsel will seek in the amount of
26 \$1,666,666.67 and which will be paid from the Cash Fund, an award to Class Counsel of Class
27 Counsel's litigation costs of up to \$75,000 also to be paid from the Cash Fund, and an incentive
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1 payment to the Class Representatives Larry Tran and Robert Cohen with each receiving an
2 incentive payment of \$10,000 to be paid from the Cash Fund. To be effective, any such objection
3 must be in writing and include the contents described in paragraph 12 below, and must be mailed
4 to the Settlement Administrator postmarked no later than sixty (60) calendar days after the first
5 date of posting the Full Notice on the Settlement Website. Any objections not raised properly and
6 timely will be waived. The Settlement Administrator shall promptly provide a copy of any such
7 objection to counsel for each of the Parties.

8 12. To be effective, any objection described in paragraph 11 above must contain all of
9 the following information:

10 A. A reference at the beginning to this matter, *Tran, et al. v. Sprouts Farmers*
11 *Market, Inc., et al.*, Case No. 22STCV26572.

12 B. The objector's full name, address, and telephone number.

13 C. Proof of Settlement Class membership consisting of the original or a copy
14 of either: (1) a valid Notice Number assigned to the Settlement Class member in this matter that
15 begins with the letter P together with proof that he or she (a) used his or her personal credit card or
16 debit card for one or more of the subject transactions at any Sprouts grocery store within the
17 United States during the period from August 16, 2020 through October 31, 2022 or (b) used his or
18 her EBT card for one or more of the subject transactions at any Sprouts grocery store within the
19 United States during the period from March 15, 2021 through April 15, 2023; or (2) the Settlement
20 Class member's customer receipt that (a) contains more than the last five digits of his or her credit
21 card or debit card number and shows that he or she made a transaction at any Sprouts grocery store
22 within the United States during the period from August 16, 2020 through October 31, 2022,
23 together with proof that that he or she used his or her personal credit card or debit card for one or
24 more of the subject transactions or (b) contains more than the last five digits or his or her EBT
25 card number and shows that he or she made a transaction at any Sprouts grocery store within the
26 United States during the period from March 15, 2021 through April 15, 2023, together with proof
27 that he or she used his or her personal EBT card for one or more of the subject transactions.

1 D. A written statement of all grounds for the objection, accompanied by any
2 legal support for such objection.

3 E. Copies of any papers, briefs, or other documents upon which the objection
4 is based.

5 F. A statement of whether the objector intends to appear at the fairness
6 hearing. If the objector intends to appear at the fairness hearing through counsel, the objection
7 must also state the identity of all attorneys representing the objector who will appear at the fairness
8 hearing.

9 G. Regarding any counsel who represents the objector or has a financial
10 interest in the objection: (1) a list of cases in which the objector's counsel and/or counsel's law
11 firm have objected to a class action settlement within the preceding five years, and (2) a copy of
12 any orders concerning a ruling upon counsel's or the firm's prior objections that were issued by the
13 trial and/or appellate courts in each listed case.

14 H. A statement by the objector under oath that: (1) he or she has read the
15 objection in its entirety, (2) he or she is a member of the Settlement Class, (3) states the number of
16 times in which the objector has objected to a class action settlement within the five years
17 preceding the date that the objector files the objection, (4) identifies the caption of each case in
18 which the objector has made such objection, and (5) authenticates any orders concerning a ruling
19 upon the objector's prior such objections that were issued by the trial and/or appellate courts in
20 each listed case, attaching such orders to the statement.

21 13. By this Order, all Settlement Class members, unless and until they have timely
22 excluded themselves from the Settlement as set forth in this Order, are hereby enjoined from
23 filing, commencing, prosecuting, intervening in or participating as plaintiff, claimant, or class
24 member in, any other lawsuit or administrative, regulatory, arbitration or other proceeding in any
25 jurisdiction that concerns any claim(s) or cause(s) of action arising out of the facts alleged in either
26 of the Plaintiffs' complaints or which is otherwise covered within the scope of Release by the
27 Settlement Class set forth in paragraph 9 of the Agreement.

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1 14. Class Counsel's motion for an award of attorneys' fees and costs shall be filed no
2 later than thirty (30) calendar days before the fairness (final approval) hearing.

3 15. The Court will hold a fairness (final approval) hearing on 11/19/2026,
4 at 11 [a.m.] ~~[p.m.]~~, to consider the fairness, reasonableness and adequacy of the proposed
5 Settlement as well as the award of attorneys' fees and costs to Class Counsel and service (or
6 incentive) award to the Class Representatives. The Court reserves the right to adjourn or continue
7 the fairness (final approval) hearing without further notice to the Settlement Class members.

8 16. The Court hereby further adopts the following schedule:
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Event	Date (days from preliminary approval Order)	
Preliminary Approval Order	0	
Begin Email Notice, Targeted Internet Notice, Full Notice, Settlement Website	60	
First Newspaper Notice	60 (approximate)	
Begin Claims period, Objection period, Opt-out period	60	
Second Newspaper Notice	90 (approximate)	
End of Objection and Opt-Out periods	120	
Third Newspaper Notice	140 (approximate)	
End of Claims period	240	
Deadline to file motion for final approval and for fees, costs, incentive awards and post motion to Settlement Website	315 (approximate)	10/20/2026

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Hearing on final approval, Judgment entered	345 (approximate)	11/19/26 @ 11 a.m.
Final Distribution of any Residual Funds	735	
Final Accounting	775	
Non-Appearance case review by Court re Final Accounting Declaration by Settlement Administrator	800	TBD

IT IS SO ORDERED.

Dated: 12/08/2025

By: 
Hon. William F. Highberger
Superior Court Judge