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Superior Court of California,
County of Los Angeles
12/01/2025 12:00 AM
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Executive Officer/Clerk of Court,
By G. Cordon, Deputy Clerk

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Counsel for Plaintiff

SUPERIOR COURT OF THE STATE OF CALIFORNIA
COUNTY OF LOS ANGELES

LARRY TRAN, on behalf of himself and all
others similarly situated,

Plaintiff,

v.

SPROUTS FARMERS MARKET, INC.
(d/b/a Sprouts Farmers Market and d/b/a
Sprouts); SF MARKETS, LLC (d/b/a
Sprouts Farmers Market, d/b/a Sprouts, and
d/b/a SFM, LLC); and DOES 1 through 100,
inclusive,

Defendants.

Case No.: 22STCV26572
[Consolidated with Case No. 23STCV08339]

**NOTICE OF FULLY SIGNED REVISED
CLASS ACTION SETTLEMENT
AGREEMENT**

Hearing

Date: December 8, 2025

Time: 10:00 a.m.

Dept.: SS10

Judge: Hon. William F. Highberger

1 **TO THE HONORABLE COURT AND ALL PARTIES AND THEIR ATTORNEYS**
2 **OF RECORD HEREIN:**

3 PLEASE TAKE NOTICE OF Exhibit 2, attached hereto, which is a true and correct copy of
4 the fully signed revised class action settlement agreement entitled “STIPULATED SETTLEMENT
5 AGREEMENT AND RELEASE.”

6
7 DATED: November 30, 2025 CHANT & COMPANY
 A Professional Law Corporation

8
9 By: /S/ – Chant Yedalian
 Chant Yedalian
10 Counsel for Plaintiff

11 DATED: November 30, 2025 LAW OFFICES OF TODD M. FRIEDMAN, P.C.

12
13 By: /S/ – Todd M. Friedman
 Todd M. Friedman
14 Adrian R. Bacon
15 Counsel For Plaintiff

EXHIBIT "2"

Tran, et al. v. Sprouts Farmers Market, Inc., et al.
Los Angeles Superior Court Case No. 22STCV26572
[Consolidated with Case No. 23STCV08339]

STIPULATED SETTLEMENT AGREEMENT AND RELEASE

This Stipulated Settlement Agreement and Release (“**Settlement**” or “**Agreement**”) is entered into between plaintiffs Larry Tran and Robert Cohen (collectively “**Plaintiffs**”), on the one hand, and Sprouts Farmers Market, Inc. and SFM, LLC (incorrectly sued as SF Markets, LLC d/b/a Sprouts Farmers Market, d/b/a Sprouts, and d/b/a SFM, LLC¹) (collectively “**Sprouts**” or “**Defendants**”), on the other hand. Plaintiffs and Defendants are collectively referred to as the **Parties**.

WHEREAS, on August 16, 2022, Plaintiff Larry Tran commenced a putative class action by filing a Complaint in the California Superior Court for the County of Los Angeles styled *Larry Tran v. Sprouts Farmers Market, Inc. et al.*, No. 22STCV26572, against Defendants Sprouts Farmers Market, Inc. and SFM, LLC (incorrectly sued as SF Markets, LLC), alleging Fair and Accurate Credit Transactions Act (“FACTA”) violations on behalf of a putative class (the “**Tran Action**”).

WHEREAS, on September 6, 2022, Plaintiff Robert Cohen commenced a putative class action by filing a Complaint in the California Superior Court for the County of Orange, styled *Robert Cohen v. Sprouts Farmers Market, Inc., et al.*, No. 30-2022-01279027-CU-NP-CXC, against Defendant Sprouts Farmers Market, Inc. alleging FACTA violations on behalf of a putative class (the “**Cohen Action**”).

WHEREAS, on October 7, 2022, Sprouts Farmers Market, Inc. filed a Notice of Removal of the Cohen Action to the United States District Court for the Central District of California asserting federal question jurisdiction, and on December 8, 2022, the District Court entered an order granting Plaintiff’s Motion to Remand the action to the Orange County Superior Court.

WHEREAS, on March 10, 2023, pursuant to the Parties’ stipulation, the Orange County Superior Court (Hon. Lon F. Hurwitz) entered an order transferring the Cohen Action to the California Superior Court for the County of Los Angeles, where it was assigned the case number of 23STCV08339.

WHEREAS, on April 25, 2023, the Los Angeles Superior Court (Hon. William F. Highberger) ordered the Tran Action and the Cohen Action consolidated effective May 2, 2023. (The consolidated Tran Action and Cohen Action may be collectively referred to as the “**Action**.”)

WHEREAS, Defendants vigorously dispute and deny any and all liability or wrongdoing.

¹ Based on certain records, the Complaint filed by Larry Tran named Sprouts Farmers Market, Inc. and SF Markets, LLC d/b/a SFM, LLC as defendants. Those entities are included within the definition of “Sprouts” or “Defendants” and as Released Parties under this Agreement.

WHEREAS, on August 24, 2023, the Los Angeles Superior Court (Hon. William F. Highberger) sustained Defendants' demurrer in the Action, granting Plaintiffs until September 15, 2023, to amend.

WHEREAS, on November 22, 2023, after receiving no timely amendment, the Los Angeles Superior Court entered judgment in favor of Defendants.

WHEREAS, Plaintiffs filed notices of appeal (on January 5, 2024 for Larry Tran, and on January 8, 2024 for Robert Cohen) of the Action from the judgment in favor of Defendants to the California Court of Appeal, Second Appellate District, which appeals are currently pending as Case No. B335651 (the "**Appeal**").

WHEREAS, on or about January 21, 2024, following a mediation, the Parties entered into a Memorandum of Understanding ("**MOU**").

WHEREAS, on September 18, 2024, the California Court of Appeal, Second Appellate District granted the Parties' stipulation for a limited remand of the Appeal to the Los Angeles Superior Court for the purposes of approving the Parties' class action settlement, which, if finally approved, will result in the dismissal of the Appeal.

THEREFORE, in exchange for the mutual covenants and promises contained herein, the Parties have agreed, subject to the approval of the Los Angeles Superior Court, to a class-wide settlement according to the following terms:

1. **Settlement Contingent Upon Court Approval.**

The terms of this Settlement are subject to approval by the Court. If the Settlement is not approved by the Court or does not become final for any reason, then the Parties expressly reserve all of their respective rights and remedies.

If the Settlement does not become final for any reason, the Settlement will be deemed null and void. In such an event, the Parties will resume as if the Settlement had not been entered, and the terms and provisions of this Agreement will have no further force and effect.

Defendants deny all claims as to liability, damages, losses, penalties, interest, fees, restitution, and any and all other forms of relief as well as the class action allegations asserted in the Action. Defendants have agreed to resolve the Action through this Agreement, but to the extent this Agreement is deemed void or does not become final for any reason, Defendants do not waive, but rather expressly reserve, all rights they may have to challenge all such claims and allegations in the Action, including in relation the Appeal, upon all procedural, substantive, and factual grounds, including without limitation the ability to challenge based on lack of injury, as well as, class action treatment on any grounds and assert any and all defenses or privileges.

2. **The Settlement Class.**

As part of the Settlement, the Parties stipulate to the certification, for settlement purposes only, of the following settlement class (the "**Settlement Class**"): All persons within the United States to whom Defendants provided an electronically printed receipt at the point of sale or

transaction, in a transaction occurring nationwide from August 16, 2020 through October 31, 2022 for debit and credit cards excluding EBT cards and from March 15, 2021 through April 15, 2023 for EBT cards, and wherein the receipt displayed more than the last five digits² of the person's credit card or debit card number. The Parties understand and agree that the terms "credit card(s)" or "debit card(s)" includes EBT cards for purposes of settlement.³ Any individuals who fall within this definition shall be considered Settlement Class members. (The below footnotes 2 and 3 concern Defendants' positions but are not a part of the Settlement Class definition.)

During the Settlement Class period ("**Settlement Class Period**"), which spans from August 16, 2020 through October 31, 2022 for debit and credit cards excluding EBT cards and from March 15, 2021 through April 15, 2023 for EBT cards, there were 3,351,078 impacted credit and debit cards, including EBT cards.

3. **Settlement Benefits to the Class.**

(a) **Cash Fund:** Sprouts will establish a non-reversionary cash fund in the amount of \$5,000,000 (the "**Cash Fund**"). No later than thirty (30) business days after the Court enters an order granting preliminary approval of the Settlement, Sprouts will transfer, to a bank account designated and maintained by the Settlement Administrator (as defined below) for purposes of this Settlement, an amount necessary to pay for the estimated costs of initial notice to the Settlement Class and claims administration (\$1,340,431.20). The estimated costs of notice and administration contributed by Sprouts upon preliminary approval shall be included in and deducted from the Cash Fund, with the balance (\$3,659,568.80) due following the Settlement Date. Sprouts will transfer the remaining balance of the Cash Fund in the amount of \$3,659,568.80 no later than the latest of (i) 60 days following entry of a final order and judgment ("**Judgment**") by the Court; (ii) 30 days following the expiration of all allowable periods for appeal or discretionary appellate review without an appeal, or (iii) 30 days following final affirmance of the Judgment on appeal or remand, or final dismissal or denial of all such appeals and requests for discretionary appellate review.

(b) **Distributions From The Cash Fund:** After subtracting from the Cash Fund (1) Class Counsel's attorney's fees and costs, (2) an enhancement payment to the Class Representatives, and (3) Administration Costs, the remaining amount (the "**Net Cash Fund**") will be divided by the total number of Settlement Class members who submit a valid and timely claim to determine each claiming Settlement Class member's pro-rata share (the "**Pro-Rata Share**"). Each Settlement Class member who submits a valid and timely claim will be mailed a check in the amount of the Pro-Rata Share (less any applicable backup withholding), to be paid from the Net Cash Fund. Distribution of Settlement checks will begin no earlier than 30 days after the Settlement Date. All Settlement checks will be distributed no later than 60 days after the last day to submit claims for compensation from the Net Cash Fund or the Settlement Date,

² Defendants reserve all rights and remedies, including with respect to the meaning of "more than the last 5 digits of the card number" as used in 15 U.S.C. § 1681c(g)(1) and with respect to their position on lack of injury, should the Settlement not become final for any reason.

³ Defendants reserve all rights and remedies regarding their position on the exclusion of EBT cards from the meaning of credit and/or debit cards should the Settlement not become final for any reason.

whichever is later. All Settlement checks will have an expiration date stated on them that will be calculated as 180 days from the date the check is issued.

(i) **Distribution of Residue**: If any residual funds from the Net Cash Fund remain after claims payments are made to the Settlement Class members, any and all such residual funds will not revert to Sprouts and, instead, will be distributed as follows: To the extent postage and other costs render it economically feasible, the (1) the total amount of any settlement checks not cashed after 180 days shall be sent out in a second distribution to those Settlement Class members who have cashed checks in the first round of payments; and (2) any settlement checks that remain uncashed after the second round of distribution shall be sent to an appropriate 501(c)(3) *cy pres* recipient that promotes consumer privacy and/or identity theft protection, to be discussed and decided by the Parties; if the Parties cannot agree on a recipient, then the Parties agree that the Court shall designate one or more recipients. The Parties propose the Electronic Frontier Foundation as the *cy pres* beneficiary of any residual funds. The Parties further agree to comply, to the extent applicable, with all of the terms and respective obligations of C.C.P. § 384.

(c) **Administration of Settlement**: Plaintiffs shall propose and select a third-party settlement administrator to serve as the settlement administrator (“**Settlement Administrator**”), subject to the Court’s approval. Plaintiffs propose Atticus Administration LLC as the Settlement Administrator. All fees and costs incurred or charged by the Settlement Administrator to administer the Settlement (“**Administration Costs**”), including but not limited to check issuance, the Settlement Website, notice to Settlement Class members, and envelope and postage charges, will be paid from the Cash Fund. Administration Costs will not exceed \$661,000 but may decrease depending on the number of claims submitted by Settlement Class members.

(d) **Claims Submission**: An **Eligible Settlement Class Member** is a Settlement Class member who submits a valid and timely **Claim Form-R** (in the form attached hereto as **Exhibit A**) or **Short-Form Claim Form** (in the form attached hereto as **Exhibit B**). Settlement Class members will have 180 days from the date Full Notice is first posted on the Settlement Website to submit a claim (the **Claims Period**) and establish that they are an Eligible Settlement Class Member using Claim Form-R, unless the Settlement Administrator provides to the cardholder a Short-Form Claim Form in which case the cardholder may use the Short-Form Claim Form. The Short-Form Claim Form (or its electronic version) may be used only where the Settlement Administrator has determined that the records show that the cardholder used a credit or debit card for one or more impacted card transactions at any Sprouts grocery store within the United States during the Settlement Class Period. Settlement Class members may submit a Claim Form-R (or a Short-Form Claim Form if they are provided one by the Settlement Administrator), together with any required documentation, by postal mail or by facsimile. Claim forms may be submitted to the Settlement Administrator’s postal address or the Settlement Administrator’s facsimile number. Alternatively, Settlement Class members may submit a claim by completing and submitting an electronic version of Claim Form-R (or, if they are eligible, an electronic version of the Short-Form Claim Form), and uploading and submitting it together with any required documentation on the internet through the Settlement Website. Each Settlement Class member may submit only one claim, regardless of whether they made one or more credit or debit card transactions during the Settlement Class Period. For Claim Form-R, a valid claim will require that a Settlement Class member produce evidence that he or she

received a customer receipt from any Sprouts grocery store within the United States at any time during the Settlement Class Period that displays more than the last five digits of his or her credit card or debit card, and to state that he or she used their own personal card for such transaction. In addition to stating that he or she used their own personal card for the subject transaction, proof of claim for Claim Form-R may consist of the original or a copy of either (1) a customer receipt that contains more than the last five digits of his or her credit card or debit card and shows that he or she made a transaction at any Sprouts grocery store within the United States at any time during the Settlement Class Period, or (2) his or her credit card or debit card statement (which will be encouraged to be in redacted form) showing that he or she made a transaction at any Sprouts grocery store within the United States at any time during the Settlement Class Period. If eligible to submit a Short-Form Claim Form, the Settlement Class member must timely submit a completed Short-Form Claim Form and state that he or she used their own personal card for such transaction.

(e) **Implementation of FACTA Compliance Policy:** Not later than thirty (30) days after the Settlement Date, Sprouts shall implement a written company policy which states that it will not print more than the last 5 digits of the credit or debit card number and the credit or debit card expiration date upon any printed receipt provided to any customer who uses a credit or debit card to transact business with Sprouts.

4. **Notice to the Class.**

The Parties agree that notice of the proposed Settlement will be provided to the Settlement Class through the following methods, but the Parties also agree that should the Court require any different, or modified, means or content of any notice(s), that such shall not affect the enforceability of the Settlement and the Parties agree to adopt any such different or modified means or content of notice:

(a) **Email Notice:** To the extent an email address for a Settlement Class member is known by the Settlement Administrator, the Settlement Administrator will send to all such Settlement Class members, via email, the notice ("**Email Notice**") substantially in the form attached to this Agreement as **Exhibit C**. All costs for Email Notice shall be paid from the Cash Fund.

(b) **Targeted Internet Notice:** To the extent an email address for a Settlement Class member is not known by the Settlement Administrator, targeted internet notice ("**Targeted Internet Notice**") consisting of targeted internet ads will be provided. Samples of Targeted Internet Notice, prepared by the Settlement Administrator, are attached hereto as **Exhibit D**. All costs for the Targeted Internet Notice shall be paid from the Cash Fund.

(c) **Newspaper Notice:** Newspaper notice ("**Newspaper Notice**"), which will be substantially in the form attached hereto as **Exhibit E**, will be made as follows: The Newspaper Notice will be published on three separate dates in USA Today, with the first date to occur within 60 days after the Court's preliminary approval of the Settlement, the second date to occur within 30 days of the first date, and the third date to occur within 80 days after the first date. In conjunction with the print version of the USA Today, online banner ads will also be

made by and/or through USA Today and such will be included within the definition of Newspaper Notice. All costs for the Newspaper Notice shall be paid from the Cash Fund.

(d) **Settlement Website Notice:** Beginning no later than 60 days after the Court's preliminary approval of the Settlement and continuing at least through the last day on which Settlement Class members may submit a Claim Form, the Settlement Administrator will provide a viewable and printable on-line long-form notice ("**Full Notice**"), which will be in the form attached hereto as **Exhibit F**, via a settlement website ("**Settlement Website**"), containing a description of the Settlement terms. All costs for the Settlement Website shall be paid from the Cash Fund.

(e) **Telephone Number For Settlement Class Members:** The Email Notice, Newspaper Notice, and Settlement Website Notice shall refer to the Settlement Administrator's toll-free telephone number, which Settlement Class members may call.

5. **Paper Copy Requests.**

If any Settlement Class member requests a paper copy of the Full Notice or of this long-form settlement agreement, it shall be the Settlement Administrator's obligation to provide and pay for same, including postage costs, from the Cash Fund.

6. **Opt-Out.**

Settlement Class members will have until sixty (60) calendar days after the first date of posting the Full Notice on the Settlement Website to exclude themselves from the Settlement (the "**Opt-Out Deadline**"), or as otherwise set by the Court. Settlement Class members may opt out by timely sending a written request to the Settlement Administrator postmarked no later than the Opt-Out Deadline. The Settlement Administrator shall promptly provide a copy of any opt-out request to counsel for each of the Parties. Settlement Class members who timely opt out of the Settlement: (a) will not be a part of the Settlement; (b) will have no right to receive any benefits under the Settlement; (c) will not be bound by the terms of the Settlement; and (d) will not have any right to object to the terms of the Settlement or be heard at the fairness (final approval) hearing. In the event that more than two-percent (2%) of Settlement Class members opt out of the Settlement, Sprouts shall have the right, but not the obligation, to rescind this Agreement.

7. **Objections to the Settlement or to the Fee Motion.**

(a) Any Settlement Class member, on his or her own, or through an attorney hired at his or her own expense, may object to the terms of the Settlement, including, but not limited to, an award to Class Counsel of attorneys' fees which Class Counsel will seek in the amount of \$1,666,666.67 and which will be paid from the Cash Fund, an award to Class Counsel of Class Counsel's litigation costs of up to \$75,000 also to be paid from the Cash Fund, and an incentive payment to the Class Representatives Larry Tran and Robert Cohen with each receiving an incentive payment of \$10,000 to be paid from the Cash Fund. To be effective, any such objection must be in writing and include the contents described in paragraph 7(b) below, and must be mailed to the Settlement Administrator postmarked no later than sixty (60) calendar

days after the first date of posting the Full Notice on the Settlement Website, or as the Court otherwise directs. Any objections not raised properly and timely will be waived. The Settlement Administrator shall promptly provide a copy of any such objection to counsel for each of the Parties.

(b) To be effective, any objection described in paragraph 7(a) must contain all of the following information:

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

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

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

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

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

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

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

H. A statement by the objector under oath that: (1) they have read the objection in its entirety, (2) they are a member of the Settlement Class, (3) states the number of times in which the objector has objected to a class action settlement within the five years

preceding the date that the objector files the objection, (4) identifies the caption of each case in which the objector has made such objection, and (5) authenticates any orders concerning a ruling upon the objector's prior such objections that were issued by the trial and/or appellate courts in each listed case, attaching such orders to the statement.

8. **Settlement Administrator's Duties.** The Settlement Administrator has a duty to perform or observe all tasks to be performed or observed by the Settlement Administrator contained in this Agreement or otherwise.

(a) **Website, Email Address, and Toll-Free Number.** The Settlement Administrator will establish and maintain and use the Settlement Website to post the date, time and location for the final approval hearing and a copy of the Agreement, motion for preliminary approval, the preliminary approval order, the Full Notice, the motion for final approval, the motion for Class Counsel fees and litigation expenses and Class Representatives' service payment, and the final approval order and judgment. The Settlement Administrator will also maintain and monitor an email address and a toll-free telephone number to receive Settlement Class member calls and emails.

(b) **Opt-Outs and Exclusion List.** The Settlement Administrator will promptly review on a rolling basis any opt-outs to ascertain their validity. Not later than 20 days after the expiration of the deadline for submitting opt-outs, the Settlement Administrator shall email a list to Class Counsel and Defendants' Counsel containing (a) the names and other identifying information of Settlement Class members who have timely submitted valid opt-outs ("**Exclusion List**"); (b) the names and other identifying information of Settlement Class members who have submitted invalid opt-outs; (c) copies of all opt-outs from Settlement Class members submitted (whether valid or invalid).

(c) **Weekly Reports.** After commencement of the Email Notice, the Settlement Administrator must, on a weekly basis, provide written reports to Class Counsel and Defendants' Counsel that, among other things, tally the number of: class notices emailed, class notices that are undelivered, opt-outs (whether valid or invalid) received, objections received, and checks mailed to Settlement Class members ("**Weekly Report**").

(d) **Settlement Administrator's Declaration.** Not later than 14 days before the date by which Plaintiffs are required to file the motion for final approval of the settlement, the Settlement Administrator will provide to Class Counsel and Defendants' Counsel, a signed declaration suitable for filing in Court attesting to its due diligence and compliance with all of their obligations under this Agreement, including, but not limited to, emailing of class notice, the class notices that are undelivered, the total number of opt-outs from Settlement it received (both valid or invalid), and the number of written objections. The Settlement Administrator will supplement its declaration as needed or requested by the Parties and/or the Court. Class Counsel is responsible for filing the Settlement Administrator's declaration(s) in Court.

(e) **Final Report by Settlement Administrator.** Within 10 days after the Settlement Administrator disburses all funds in the Cash Fund, the Settlement Administrator will provide Class Counsel and Defendants' Counsel with a final report detailing its disbursements of all payments made under this Agreement. At least 15 days before any deadline set by the Court, the Settlement Administrator will prepare, and submit to Class Counsel and Defendants'

Counsel, a signed declaration suitable for filing in Court attesting to its disbursement of all payments required under this Agreement. Class Counsel is responsible for filing the Settlement Administrator's declaration in Court.

9. **Release by the Settlement Class.**

- (a) **Released Claims** – As of the Settlement Date, and except as to such rights or claims created by the Settlement, Plaintiffs and all Settlement Class members who do not timely exclude themselves from the Settlement, hereby forever discharge and release the Released Parties, including Sprouts Farmers Market, Inc. and SFM, LLC (incorrectly sued as SF Markets, LLC), with respect to, of, and from any and all suits, claims, debts, liabilities, demands, obligations, guaranties, costs, expenses, attorneys' fees, penalties, damages, payments, actions, or causes of action of whatever kind or nature, whether in law or in equity, direct or indirect, asserted or unasserted, known or unknown, alleged or which could plausibly have been alleged in the Tran Action and/or the Cohen Action based upon the facts pled in the operative complaints, which occurred during the Settlement Class Period, including, but not limited to, any claims arising from the electronic printing of any debit, credit, or EBT card receipts, based on the Fair Credit Reporting Act, 15 U.S.C. § 1681, et seq., as amended by the Fair and Accurate Credit Transactions Act, Pub. L. 108–159, and 15 U.S.C. § 1681c(g), for violations of any consumer protection statutes, or regarding identity theft or the risk of identity theft, which occurred during the Settlement Class Period.
- (b) **Released Parties** – With respect to the Released Claims, the Released Parties are Sprouts Farmers Market, Inc. and SFM, LLC (incorrectly sued as SF Markets, LLC), and all of their insurers, co-insurers, re-insurers, predecessors, successors, parents, subsidiaries, affiliates, divisions, co-venturers, officers, shareholders, directors, managers, members, partners, investors, employees, attorneys, accountants, auditors, vendors, agents, contractors, licensees, assigns, or anyone else acting for or on their behalf.
- (c) **Waiver of Civil Code § 1542 Solely With Respect to Released Claims** – Plaintiffs, and each of the Settlement Class members who do not timely exclude themselves from the Settlement, expressly waive California Civil Code § 1542 solely with respect to the Released Claims. California Civil Code Section 1542 states as follows:

A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS THAT THE CREDITOR OR RELEASING PARTY DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE AND THAT, IF KNOWN BY HIM OR HER, WOULD HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR OR RELEASED PARTY.

10. **Class Representatives and Class Counsel.**

Sprouts shall not object to, oppose or otherwise contest the designation and appointment of Larry Tran and Robert Cohen as class representatives (“**Class Representatives**”) for the Settlement Class, and attorneys Chant Yedalian of Chant & Company A Professional Law Corporation and Todd M. Friedman and Adrian R. Bacon of Law Offices Of Todd M. Friedman, P.C., as Class Counsel (“**Class Counsel**”) for the Settlement Class.

11. **Incentive (Service) Award to Plaintiffs.**

As part of the Settlement, Sprouts will not object to, oppose, or otherwise contest Larry Tran and Robert Cohen each receiving an incentive payment of up to \$10,000, to be paid from the Cash Fund, to compensate each of them for their services as Class Representatives. The awards, if and when issued by the Court, will be paid from the Cash Fund by the Settlement Administrator delivering a check payable to “Larry Tran” and a check payable to “Robert Cohen” within 10 days of the Settlement Date. These awards will be in addition to any other benefit to which Larry Tran and Robert Cohen will be entitled under the Settlement as Settlement Class members. Larry Tran and Robert Cohen each intend to request that the Court award each of them an incentive payment of \$10,000, to be paid from the Cash Fund.

12. **Class Counsel’s Fees and Costs.**

As part of the Settlement, Sprouts will not object to, oppose or otherwise contest Class Counsel receiving an award of attorneys’ fees of up to \$1,666,666.67, to be paid from the Cash Fund, plus an award of Class Counsel’s litigation costs of up to \$75,000, also to be paid from the Cash Fund. The awards, if and when issued by the Court, will be paid from the Cash Fund by the Settlement Administrator delivering a check or wire transfer to Class Counsel, within 10 days of the Settlement Date. Class Counsel intend to request that the Court award Class Counsel attorneys’ fees in the amount of \$1,666,666.67 paid from the Cash Fund, and an award to Class Counsel of Class Counsel’s litigation costs of up to \$75,000 also to be paid from the Cash Fund. All attorneys’ fees and costs paid to Class Counsel pursuant to this settlement shall be allocated between Class Counsel pursuant to the terms of the prior agreement among Class Counsel which provides that all attorneys’ fees shall be divided 62.5% to Chant & Company A Professional Law Corporation and 37.5% to Law Offices Of Todd M. Friedman, P.C.

13. **Applicable Law.**

All terms and conditions of this Agreement and its exhibits will be governed by and interpreted according to the internal laws of the State of California, without regard to conflict of law principles.

14. **Settlement Shall Survive Any Intervening Change of Law.**

The Parties agree and intend that the Settlement and its validity and enforceability shall not be affected by any future change, modification, reversal or clarification of the law, nor shall any future change, modification, reversal or clarification of the law provide the Parties with grounds to oppose preliminary or final approval of the Settlement.

15. **Settlement Date.**

The Settlement shall become effective (the "**Settlement Date**") upon the entry of a final order and judgment ("**Judgment**") by the Court and the Judgment becoming final by virtue of it having become final and nonappealable through (i) the expiration of all allowable periods for appeal or discretionary appellate review without an appeal or request for discretionary appellate review having been filed, or (ii) final affirmance of the Judgment on appeal or remand, or final dismissal or denial of all such appeals and requests for discretionary review, whichever is later. The Court shall retain continuing jurisdiction over the interpretation, implementation and enforcement of the Settlement.

16. **Parties' Authority.**

The signatories to this Agreement represent that they are fully authorized to enter into this Agreement and to bind the Parties to its terms and conditions.

17. **Mutual Full Cooperation To Effectuate Settlement.**

The Parties agree to cooperate and take all steps necessary and appropriate to effectuate the Settlement. The Parties shall diligently work together in good faith to seek preliminary and final court approval of the Settlement. Class Counsel shall prepare the preliminary and final approval motion and proposed orders concerning same. Class Counsel shall provide counsel for Sprouts a reasonable opportunity to review all preliminary and final approval papers. In the event that the Court fails to issue a preliminary approval order, or fails to issue a final approval order, the Parties agree to use their best efforts, consistent with this Agreement, to cure any defect(s) identified by the Court.

18. **Agreement Is Fully Enforceable, and any Disputes Shall Be Decided By Court.**

The Parties agree that this Agreement, upon Court approval, shall be fully enforceable by the Court, including but not limited to by motion pursuant to California Code of Civil Procedure Section 664.6. To the extent that there is any disagreement, including but not limited to any disagreement concerning the contents of the claim forms or notice documents, the Parties agree that the Court shall resolve any such differences and the Court shall look to and use the terms of this Agreement in resolving any such differences.

19. **No Prior Assignments.**

The Parties represent, covenant, and warrant that they have not directly or indirectly assigned, transferred, encumbered, or purported to assign, transfer, or encumber, to any person or entity any portion of any liability, claim, demand, action, cause of action or rights released and discharged in this Settlement, except as set forth in this Agreement.

20. **No Admission.**

Nothing contained in this Agreement, nor the consummation of the Settlement, is to be construed or deemed an admission of liability, culpability, or wrongdoing on the part of any of the Parties.

21. **No Tax Advice.**

No provision of this Agreement, and no written communication or disclosure between or among the Parties or their attorneys and other advisers, is or was intended to be, nor will be construed or relied upon as, tax advice. Each of the Parties has relied exclusively upon his, her or its own independent legal and tax advisers for advice (including tax advice) in connection with this Agreement. None of the Parties has entered into this Agreement based upon the recommendation of any of the other Parties or any attorney or advisor to any of the other Parties.

22. **Construction.**

The terms and conditions of this Agreement are the result of lengthy, intensive, arm's-length negotiations between the Parties and their counsel. As a result, this Agreement will not be construed in favor of or against any of the Parties by reason of the extent to which any of the Parties or his, her or its counsel participated in the drafting of this Agreement.

23. **Parties To Bear Own Attorney Fees and Costs Except As Otherwise Provided Herein.**

The Parties shall each bear their own attorneys' fees and costs, except as provided in this Agreement.

24. **Headings and Interpretations.**

The paragraph titles, headings, and captions in this Agreement are inserted as a matter of convenience and for reference, and in no way define, limit, extend, or describe the scope of this Settlement or any of its provisions. Each term of this Settlement is contractual and not merely a recital.

25. **Modification.**

This Agreement may not be changed, altered, or modified, except in a writing signed by the Parties and their counsel and approved by the Court.

26. **Integration.**

This Agreement contains the entire agreement between the Parties relating to the Settlement. All prior or contemporaneous agreements, understandings, representations, and statements, whether oral or written, are merged into this Agreement. No rights under this Agreement may be waived except in writing.

27. **Agreement Binding.**

This Agreement is binding upon, and inures to the benefit of, the Parties and their respective heirs, trustees, executors, administrators, successors and assigns.

28. **Counterparts.**

This Agreement may be executed and delivered in counterparts, each of which, including but not limited to pages transmitted by facsimile or in electronic PDF file format, when so executed and delivered, shall be deemed to be an original.

29. **Closure of Case.**

The Parties agree that the Action in which the Settlement is approved shall be administratively closed following the Court's entry of judgment after the final approval hearing and the administration of the Settlement in accordance with California Rules of Court, rule 3.769 and other applicable rules governing the settlement of and entry of judgment in class actions.

AGREED TO AND ACCEPTED:

Plaintiff: **LARRY TRAN**

Plaintiff: **ROBERT COHEN**

By: Larry Tran

Dated: _____

By Robert Cohen

Dated: _____

Counsel for Plaintiff and the
Settlement Class:
CHANT & COMPANY
A Professional Law Corporation

Counsel for Plaintiff and the
Settlement Class:
LAW OFFICES OF TODD M.
FRIEDMAN, P.C.

By: Chant Yedalian

Dated: _____

By: Todd M. Friedman or Adrian R. Bacon

Dated: _____

27. **Agreement Binding.**

This Agreement is binding upon, and inures to the benefit of, the Parties and their respective heirs, trustees, executors, administrators, successors and assigns.

28. **Counterparts.**

This Agreement may be executed and delivered in counterparts, each of which, including but not limited to pages transmitted by facsimile or in electronic PDF file format, when so executed and delivered, shall be deemed to be an original.

29. **Closure of Case.**

The Parties agree that the Action in which the Settlement is approved shall be administratively closed following the Court's entry of judgment after the final approval hearing and the administration of the Settlement in accordance with California Rules of Court, rule 3.769 and other applicable rules governing the settlement of and entry of judgment in class actions.

AGREED TO AND ACCEPTED:

Plaintiff: **LARRY TRAN**


By: Larry Tran
Dated: 11/6/25

Plaintiff: **ROBERT COHEN**

DocuSigned by:

9416A13CFF8A41F...
By Robert Cohen
Dated: 11/10/2025

Counsel for Plaintiff and the
Settlement Class:
CHANT & COMPANY
A Professional Law Corporation


By: Chant Yedalian
Dated: 11/07/2025

Counsel for Plaintiff and the
Settlement Class:
LAW OFFICES OF TODD M.
FRIEDMAN, P.C.


By: Todd M. Friedman or Adrian R. Bacon
Dated: 11/10/25

SPROUTS FARMERS MARKET, INC.

SFM, LLC

By (name): _____
As Its (title): _____
Dated: _____

By (name): _____
As Its (title): _____
Dated: _____

Counsel for Sprouts Farmers Market, Inc. and
SFM, LLC:
DORSEY & WHITNEY LLP

By: Faisal M. Zubairi or Jessica M. Leano
Dated: _____

SPROUTS FARMERS MARKET, INC.

SFM, LLC

DocuSigned by:

Wade Swanson

By (name): Wade Swanson

As Its (title): Deputy General Counsel, Employment & Litigation

Dated: 11/19/2025

DocuSigned by:

Wade Swanson

By (name): Wade Swanson

As Its (title): Deputy General Counsel, Employment & Litigation

Dated: 11/19/2025

Counsel for Sprouts Farmers Market, Inc. and
SFM, LLC:
DORSEY & WHITNEY LLP

By: *[Signature]*
Dated: 11/20/25

EXHIBIT "A"

CLAIM FORM-R

Tran, et al. v. Sprouts Farmers Market, Inc., et al.
Superior Court Of The State Of California, County Of Los Angeles
Case No.: 22STCV26572 [Consolidated with Case No. 23STCV08339]

I. Your Information

Please clearly print or type your information in the spaces below:

Name: _____

Street Address: _____

City: _____ State: _____ Zip Code: _____

Phone Number: _____ E-mail Address (Optional): _____

**II. Please provide either: (1) an original or copy of your customer receipt, OR
(2) an original or copy of your credit or debit card statement**

You must provide proof in either one of the following two ways:

Option (1): You may attach an original or a copy of your customer receipt that:

- (a) contains more than the last five digits of your credit card or debit card number and shows that you made a transaction at any Sprouts grocery store within the United States during the period from August 16, 2020 through October 31, 2022,
- or
- (b) contains more than the last five digits of your EBT card number and shows that you made a transaction at any Sprouts grocery store within the United States during the period from March 15, 2021 through April 15, 2023.

By completing this Claim Form-R you also confirm that you used your own personal card for the transaction.

OR

Option (2): You may attach:

- (a) an original or a copy of your credit card or debit card (excluding EBT card) statement which shows that you made a transaction at any Sprouts grocery store within the United States during the period from August 16, 2020 through October 31, 2022,
- or
- (b) an original or a copy of your EBT card statement which shows that you made a transaction at any Sprouts grocery store within the United States during the period from March 15, 2021 through April 15, 2023.

By completing this Claim Form-R you also confirm that you used your own personal card for the transaction. Before providing your statement or copy of your statement, please redact (meaning you may white-out or mark-over) information contained in your credit or debit card statement to prevent it

Questions? Call 1-???-???-???? or visit www.X.com

from showing things like your account numbers, your other purchases, etc. The only information that is required to show on your statement for purposes of making a claim under this Settlement is your name, address, and all of the details of your transaction from any Sprouts grocery store within the United States, including the date and amount of your purchase.

You may make only one claim regardless of whether you have made one or more than one eligible card transaction. Accordingly, if you had more than one eligible transaction you only need to provide proof of either one receipt or one statement showing that you made one card transaction using your personal card at any Sprouts grocery store within the United States during any of the relevant time periods described above.

III. Please Sign This Form

I declare that the facts stated in this Claim Form are true and accurate.

Signature: _____

INSTRUCTIONS FOR THE CLAIM FORM-R
Use this form only if you have NOT received written notice
by e-mail with a Notice Number

I. Deadline For Returning Your Completed Claim Form-R

If you have NOT received written notice by e-mail with a Notice Number, then, to become an Eligible Settlement Class Member and obtain a payment, you must complete and return a valid Claim Form-R. **by no later than [DATE].**

You may submit the Claim Form-R by U.S. mail, fax, or on-line submission.

If you are mailing the Claim Form-R, your completed Claim Form-R (together with the required documentation) must be mailed to the following address **postmarked no later than [DATE]:**

Atticus Administration LLC
P.O. BOX 64053
St. Paul, MN 55164

You may also send your Claim Form-R (together with the required documentation) by facsimile to the following facsimile number 1-???-???-???, **by no later than 11:59 p.m. Eastern Time on [DATE].**

You may also submit your claim by completing and submitting an electronic version of the Claim Form-R (and uploading and submitting the required documentation) on the internet at [www.\[X\].com](http://www.[X].com), **by no later than 11:59 p.m. Eastern Time on [DATE].**

II. You Must Complete Section I Of The Claim Form

You must complete Section I entitled “Your Information” by clearly printing or typing your information in the appropriate spaces. You must complete all of the spaces, except for your E-mail address which is optional.

III. You Must Also Provide The Necessary Document With Your Claim Form

As explained in Section II of the Claim Form, you must provide proof in either **one** of the following two ways:

Option (1): You may attach an original or a copy of your customer receipt that:

- (a) contains more than the last five digits of your credit card or debit card number and shows that you made a transaction at any Sprouts grocery store within the United States during the period from August 16, 2020 through October 31, 2022,

or

- (b) contains more than the last five digits of your EBT card number and shows that you made a transaction at any Sprouts grocery store within the United States during the period from March 15, 2021 through April 15, 2023.

By completing this Claim Form-R you also confirm that you used your own personal card for the transaction.

OR

Option (2): You may attach:

(a) an original or a copy of your credit card or debit card (excluding EBT card) statement which shows that you made a transaction at any Sprouts grocery store within the United States during the period from August 16, 2020 through October 31, 2022,

or

(b) an original or a copy of your EBT card statement which shows that you made a transaction at any Sprouts grocery store within the United States during the period from March 15, 2021 through April 15, 2023.

By completing this Claim Form-R you also confirm that you used your own personal card for the transaction. Before providing your statement or copy of your statement, please redact (meaning you may white-out or mark-over) information contained in your credit or debit card statement to prevent it from showing things like your account numbers, your other purchases, etc. The only information that is required to show on your statement for purposes of making a claim under this Settlement is your name, address, and all of the details of your transaction from any Sprouts grocery store within the United States, including the date and amount of your purchase.

You may make only one claim regardless of whether you have made one or more than one eligible card transaction. Accordingly, if you had more than one eligible transaction you only need to provide proof of either one receipt or one statement showing that you made one card transaction using your personal card at any Sprouts grocery store within the United States during any of the relevant time periods described above.

Although you may submit either the original or a copy of either your receipt or card statement, if you decide to send an original, it is encouraged that you make and keep a copy for yourself. We will not be responsible for original documents that are lost.

IV. You Must Sign In The Space Provided In Section III Of The Claim Form

You must also sign the Claim Form in the space provided in Section III of the Claim Form.

EXHIBIT “B”

SHORT-FORM CLAIM FORM

Tran, et al. v. Sprouts Farmers Market, Inc., et al.

Superior Court Of The State Of California, County Of Los Angeles
Case No.: 22STCV26572 [Consolidated with Case No. 23STCV08339]

I. Your Information

Name: _____

Street Address: _____

City: _____ State: _____ Zip Code: _____

Phone Number: _____ [Preprinted] E-mail Address: _____

II. Your Transaction Information

The records show that you used a credit or debit card for the following transaction(s):

[Preprinted transaction record(s)]

III. Please Sign This Form

By completing this Short-Form Claim Form, I declare that I used my own personal card for at least one transaction that is referenced in Section II above.

Signature: _____

INSTRUCTIONS FOR THE SHORT-FORM CLAIM FORM

**Use this form only if you have received written notice
with a Notice Number that begins with the letter P**

I. Deadline For Returning Your Completed Short-Form Claim Form

If you have already received written notice by e-mail which contains a Notice Number that begins with the letter P, this means that the records show that you used a credit card or debit card for one or more transactions at a Sprouts grocery store within the United States during the period between August 16, 2020 and April 15, 2023.

Therefore, if you received written notice by email which contains a Notice Number that begins with the letter P, in order to obtain a payment, you must submit a Short-Form Claim Form attesting that at least one transaction shown in the records was made with your personal credit card or debit card.¹ Once you timely submit your Short-Form Claim Form and it is approved you will become an Eligible Settlement Class Member.

You may submit the Short-Form Claim Form by U.S. mail, fax, or on-line submission.

If you are mailing the Short-Form Claim Form, your completed form must be mailed to the following address **postmarked no later than [DATE]**:

Atticus Administration LLC
P.O. BOX 64053
St. Paul, MN 55164

You may also send your completed Short-Form Claim Form by facsimile to the following facsimile number 1-???-???-????, **by no later than 11:59 p.m. Eastern Time on [DATE]**.

You may also submit your Short-Form Claim Form by completing and submitting an electronic version of the Short-Form Claim Form on the internet at www.x.com, **by no later than 11:59 p.m. Eastern Time on [DATE]**.

II. You Must Complete Section I Of The Claim Form

You must complete Section I entitled “Your Information” by clearly printing or typing your information in the appropriate spaces. You must complete all of the spaces, except for your E-mail address which is pre-printed. If your email address has changed, please cross out the pre-printed email address and print or type your new email address.

III. You Must Sign In The Space Provided In Section III Of The Claim Form

You must also sign the Short-Form Claim Form in the space provided in Section III of the Short-Form Claim Form.

¹ For purposes of settlement, the terms “credit card(s)” or “debit card(s)” include EBT cards.

EXHIBIT "C"

Email Notice

Subject: Notice of Sprouts Class Action Settlement

A court ordered this Notice.

This is not a solicitation from a lawyer.

NOTICE NUMBER: P<<NOTICE # >>

WHAT IS THIS ABOUT? A proposed settlement has been reached in two pending class action lawsuits against Sprouts Farmers Market, Inc. and SFM, LLC (collectively “Sprouts”) and your legal rights may be affected by the lawsuits and a proposed settlement of the lawsuits.

The class action lawsuits, *Larry Tran v. Sprouts Farmers Market, Inc., et al.*, Case No. 22STCV26572, and *Robert Cohen v. Sprouts Farmers Market, Inc., et al.*, Case No. 23STCV08339, both pending in the Los Angeles County Superior Court for the State of California, allege Sprouts violated the Fair and Accurate Credit Transactions Act or FACTA, 15 U.S.C. §1681c(g), by printing on customer receipts more than the last five digits of the customer’s credit card or debit card number. Sprouts disputes the class action allegations and denies that it violated FACTA. The parties agreed upon a proposed Settlement of the class action lawsuits to avoid the uncertainty and cost of further legal proceedings, including appeals, and to provide benefits to Class members.

WHO IS INCLUDED? You are a member of the Class if you used your personal credit card or debit card, which for purposes of this settlement includes EBT cards, at any Sprouts grocery store within the United States at any time during the period (1) from August 16, 2020 through October 31, 2022 for debit and credit cards excluding EBT cards or (2) from March 15, 2021 through April 15, 2023 for EBT cards, **and** you were provided an electronically printed receipt at the point of the sale or transaction, on which receipt was printed more than the last five digits of your credit card or debit card number.¹

WHAT CAN I GET? If the settlement is approved and becomes final, each class member may be entitled to a payment equal to an equal share of the Net Cash Fund based on the number of valid claims. The actual amount of the payment depends on the total number of class members who timely submit valid claim forms. Sprouts shall also implement a written company policy which states that it will not print more than the last 5 digits of the credit or debit card number or the credit or debit card expiration date upon any printed receipt provided to any customer who uses a credit or debit card to transact business with Sprouts.

¹ For purposes of settlement, the terms “credit card(s)” or “debit card(s)” include EBT cards.

TO BE ELIGIBLE FOR PAYMENT, YOU MUST SUBMIT A SHORT-FORM CLAIM FORM. You are receiving this Notice because records show that you used a credit card or debit card for one or more transactions at a Sprouts grocery store within the United States during the period between August 16, 2020 and April 15, 2023. If you would like to become an eligible settlement class member, and receive payment if the settlement becomes final, you must submit a Short-Form Claim Form and declare that you used your own personal card for at least one transaction that is referenced in your Short-Form Claim Form. You can submit a Short-Form Claim Form online at [www.\[X\].com](http://www.[X].com) using your Notice Number printed on this email or you may call 1-8XX-XXX-XXXX and ask that your Short-Form Claim Form be mailed to you. The deadline to submit a Short-Form Claim Form is [DATE, 202X]. If you are a class member and submit a Short-Form Claim Form, and the settlement is approved and becomes final, you will also remain in the class, and be bound by the terms of the settlement, including the release of claims, and all of the Court's orders and judgment.

OTHER OPTIONS. If you are a class member and do nothing, and the settlement is approved and becomes final, you will not receive a payment, but you will remain in the class and be bound by the terms of the settlement, including the release of claims, and all of the Court's orders and judgment. If you do not want to be legally bound by the settlement, you must exclude yourself by [DATE, 202X]. If you stay in the settlement, you may object to it by [DATE, 202X]. A more detailed Full Notice is available and explains your options, including how to exclude yourself or object. Please visit the website at: [www.\[X\].com](http://www.[X].com) or call the toll-free number 1-8XX-XXX-XXXX for a copy of the more detailed Full Notice. On [DATE, 202X], at X:X0 X.m. the Court will hold a fairness hearing to determine whether to approve the settlement, settlement Class Counsel's request for attorneys' fees and costs, and an incentive award for the settlement Class Representatives. You or your own lawyer, if you have one, may appear and speak at the fairness hearing at your own expense, but you do not have to. The date and time of the fairness hearing may be changed without further notice. This Notice is only a summary. For more information, including updates on dates and times, call 1-8XX-XXX-XXXX or visit [www.\[X\].com](http://www.[X].com).

WHO REPRESENTS ME? The Court appointed lawyers to represent you and other Class members. These lawyers are called Class Counsel. Class Counsel are Chant Yedalian of Chant & Company A Professional Law Corporation and Todd M. Friedman and Adrian R. Bacon of Law Offices Of Todd M. Friedman. You do not need to pay for these lawyers out of your own pocket. If you want to be represented by your own lawyer, you may hire one at your own expense, but you do not have to.

Questions? Call 1-8XX-XXX-XXXX or visit [www.\[X\].com](http://www.[X].com)

EXHIBIT “D”

Tran v. Sprouts Farmers Market

Targeted Internet Notice Plan Ad Samples

These are examples of ads that would display in Google or Bing when Internet users search specific sites, use key words in their searches, and make specific types of purchases that align with the demographic profile of the targeted audience.

Class Action Lawsuit | Sprouts Farmers Market, Inc.

Ad www.SettlementURL.com

A Class Action Settlement May Affect Your Rights. Tran v. Sprouts Farmers Market, Inc.
Superior Court of California, County of Los Angeles, Case No. 22STCV26572

SPROUTS FARMERS MARKET

If you made a purchase at Sprouts Farmers
Market your rights may be affected.

LEARN MORE

<https://www.SettlementURL.com/>

Sprouts Farmers Market, Inc. | Class Action Lawsuit

Ad www.SettlementURL.com

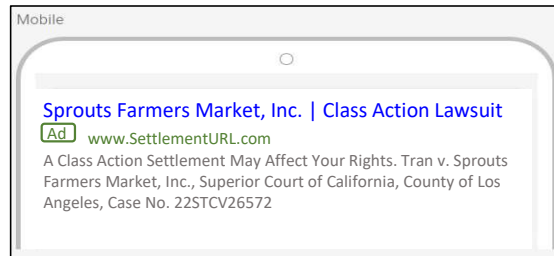
A Class Action Settlement May Affect Your Rights. Tran v. Sprouts Farmers Market, Inc.
Superior Court of California, County of Los Angeles, Case No. 22STCV26572

CLASS ACTION SETTLEMENT

If you made a purchase at Sprouts Farmers
Market your rights may be affected.

LEARN MORE

<https://www.SettlementURL.com/>



SPROUTS FARMERS MARKET, INC.

A class action lawsuit may affect your rights.
Visit the Settlement Website to learn more.

Tran v. Sprouts Farmers Market, Inc.
Superior Court of California, County of Los
Angeles, Case No. 22STCV26572

LEARN MORE

<https://www.SettlementURL.com/>

Tran v Sprouts Farmers Market

Targeted Internet Notice Plan Ad Samples

These are examples of ads that would be used on Internet Platforms – Facebook / Instagram (Meta), TikTok, YouTube, Pinterest and Threads – when visitors search or follow specific sites or influencers, use key words in their searches, and make specific types of purchases that align with the demographic profile of the targeted audience.



NOTICE OF CLASS ACTION LAWSUIT SETTLEMENT

Attention Sprouts Farmers Market shoppers. Your rights may be affected by a class action lawsuit.

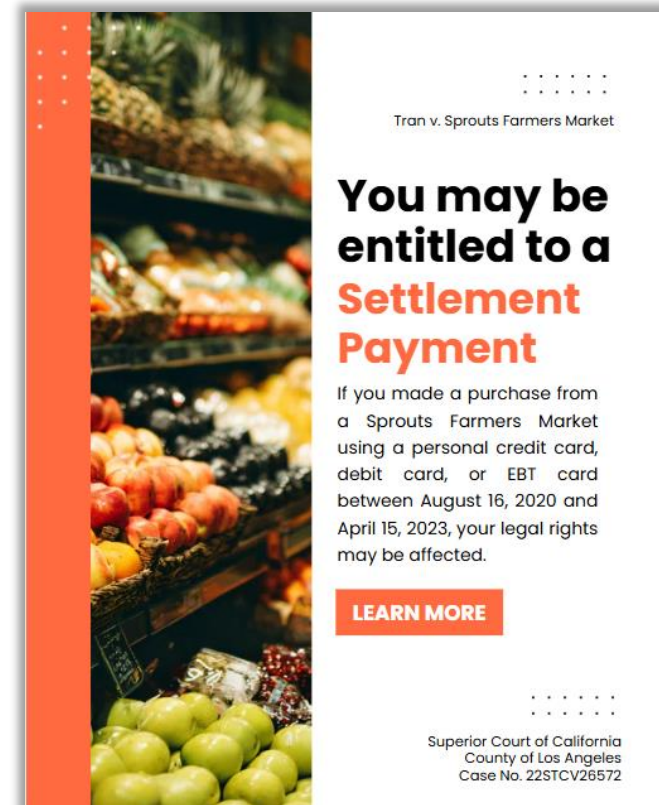
 Learn More At www.SettlementURL.com



If you used a credit card, debit card or EBT card for a purchase at Sprouts Farmers Market you may qualify for a cash payment.

Tran v. Sprouts Farmers Market, Inc. et al.
Superior Court of California
County of Los Angeles
Case No: 22STCV26572

For more information visit www.WebsiteURL.com



Tran v. Sprouts Farmers Market

You may be entitled to a Settlement Payment

If you made a purchase from a Sprouts Farmers Market using a personal credit card, debit card, or EBT card between August 16, 2020 and April 15, 2023, your legal rights may be affected.

LEARN MORE

Superior Court of California
County of Los Angeles
Case No. 22STCV26572



NOTICE OF CLASS ACTION SETTLEMENT



If you used a credit, debit, or EBT card to make a purchase at a Sprouts Farmers Market store between 2020 and 2023 you may qualify for a cash payment and your legal rights may be affected.

Tran v. Sprouts Farmers Market, Inc., et al.
Superior Court of California
County of Los Angeles
Case No. 22STCV26572

LEARN MORE

EXHIBIT “E”

LEGAL NOTICE

If you used your credit card or debit card¹ at a Sprouts grocery store during the period between August 16, 2020 and April 15, 2023, a proposed class action settlement may affect your rights and you may be entitled to payment.

¹ The terms “credit card(s)” or “debit card(s)” include EBT cards for purposes of this settlement.

What's This About? A proposed settlement has been reached in two pending class action lawsuits against Sprouts Farmers Market, Inc. and SFM, LLC (collectively "Sprouts") and your legal rights may be affected by the lawsuits and a proposed settlement of the lawsuits. The lawsuits, *Larry Tran v. Sprouts Farmers Market, Inc., et al.*, Case No. 22STCV26572, and *Robert Cohen v. Sprouts Farmers Market, Inc., et al.*, Case No. 23STCV08339, both pending in Los Angeles County Superior Court for the State of California, allege Sprouts violated the Fair and Accurate Credit Transactions Act or FACTA, 15 U.S.C. §1681c(g), by printing on customer receipts more than the last five digits of the customer's credit card or debit card number. Sprouts disputes the class action allegations and denies that it violated FACTA.

Am I a Class Member? You are a member of the Class if you used your personal credit card or debit card, which for purposes of this settlement includes EBT cards, at any Sprouts grocery store within the United States at any time during the period (1) from August 16, 2020 through October 31, 2022 for debit and credit cards excluding EBT cards or (2) from March 15, 2021 through April 15, 2023 for EBT cards and you were provided an electronically printed receipt at the point of the sale or transaction, on which receipt was printed more than the last five digits of your credit card or debit card number.

WHAT CAN I GET? If the settlement is approved and becomes final, each Class member may be entitled to a payment equal to an equal share of the Net Cash Fund based on the number of valid claims. The actual amount of the payment depends on the total number of Class members who timely submit valid claim forms. Sprouts shall also implement a written company policy which states that it will not print more than the last 5 digits of the credit or debit card number or the credit or debit card expiration date upon any printed receipt provided to any customer who uses a credit or debit card to transact business with Sprouts.

TO BE ELIGIBLE FOR PAYMENT, YOU MUST SUBMIT A CLAIM FORM. If you would like to receive payment if the settlement becomes final, you must submit a claim form. You can submit a claim

form online at [www.\[X\].com](http://www.[X].com) or you may call 1-8XX-XXX-XXXX and ask that your claim form be mailed to you. The deadline to submit a claim form is [DATE, 202X]. If you are a class member and submit a claim form, and the settlement is approved and becomes final, you will also remain in the Class, and be bound by the terms of the settlement, including the release of claims, and all of the Court's orders and judgment.

OTHER OPTIONS. If you are a Class member and do nothing, and the settlement is approved and becomes final, you will not receive a payment, but you will remain in the Class, and be bound by the terms of the settlement, including the release of claims, and all of the Court's orders and judgment. If you do not want to be legally bound by the settlement, you must exclude yourself by [DATE, 202X]. If you stay in the settlement, you may object to it by [DATE, 202X]. A more detailed Full Notice is available to explain your options, including how to exclude yourself or object. Please visit the website below or call the toll-free number below for a copy of the more detailed Full Notice. On [DATE, 202X], at X:X0 X.m. the Court will hold a fairness hearing to determine whether to approve the settlement, settlement Class Counsel's request for attorneys' fees and costs, and an incentive award for the settlement Class Representatives. You or your own lawyer, if you have one, may appear and speak at the fairness hearing at your own expense, but you do not have to. The date and time of the fairness hearing may be changed without further notice. This Notice is only a summary. For more information, including updates on dates and times, call the number or visit the website below.

WHO REPRESENTS ME? The Court appointed lawyers to represent you and other Class members. These lawyers are called Class Counsel. Class Counsel are Chant Yedalian of Chant & Company A Professional Law Corporation and Todd M. Friedman and Adrian R. Bacon of Law Offices Of Todd M. Friedman. You do not need to pay for these lawyers out of your own pocket. If you want to be represented by your own lawyer, you may hire one at your own expense, but you do not have to.

1-???-???-????

[www.\[X\].com](http://www.[X].com)

EXHIBIT “F”

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

LARRY TRAN, on behalf of himself and all
others similarly situated,

Plaintiff,

v.

SPROUTS FARMERS MARKET, INC. (d/b/a
Sprouts Farmers Market and d/b/a Sprouts); SF
MARKETS, LLC (d/b/a Sprouts Farmers
Market, d/b/a Sprouts, and d/b/a SFM, LLC);
and DOES 1 through 100, inclusive,

Defendants.

Case No.: 22STCV26572

[Consolidated with Case No. 23STCV08339]

Hon. William F. Highberger

NOTICE OF CLASS ACTION LAWSUIT AND SETTLEMENT
**YOU ARE NOT BEING SUED, BUT READ THIS NOTICE CAREFULLY, YOUR
LEGAL RIGHTS MAY BE AFFECTED**

You may be a part of two pending class action lawsuits against Sprouts Farmers Market, Inc. and SFM, LLC¹ (collectively “Sprouts”) and your legal rights may be affected by the lawsuits and a proposed Settlement of the lawsuits. Please read the rest of this notice to find out more.

What is this About?

Two class actions lawsuits are pending against Sprouts. One lawsuit is titled *Larry Tran v. Sprouts Farmers Market, Inc. et al.*, Case No. 22STCV26572, and the other lawsuit is titled *Robert Cohen v. Sprouts Farmers Market, Inc., et al.*, Case No. 23STCV08339. Both lawsuits were consolidated effective May 2, 2023, and they are both pending in the Los Angeles County Superior Court. The lawsuits allege that Sprouts violated the Fair and Accurate Credit Transactions Act or FACTA, 15 U.S.C. §1681c(g), by printing on customer receipts more than the last five digits of the customer’s credit card or debit card number, which for purposes of this settlement includes EBT cards. Sprouts disputes the class action allegations and denies that it violated FACTA. Sprouts challenged the operative complaints in both of the lawsuits and the Court granted Sprouts’ request to dismiss both of the operative complaints. Plaintiffs Larry Tran and Robert Cohen each appealed the Court’s dismissal of the operative complaints. The parties agreed upon a

¹ Based on certain records, SFM LLC was incorrectly sued as SF Markets, LLC.

proposed Settlement of the class action lawsuits to avoid the uncertainty and cost of further legal proceedings, including the appeals, and to provide benefits to Class members. The Court of Appeal remanded the lawsuits to the Trial Court for settlement approval proceedings. Sprouts does not admit any violation of FACTA by agreeing to the proposed Settlement.

What is a Class Action?

In a class action, one or more people called Class Representatives sue on behalf of a group of people (referred to as the Class) who have similar claims. One court resolves the issues for all of the people who are a part of the Class (referred to as Class members), except for those people who exclude themselves from the Class. The Class Representatives in this case are Larry Tran and Robert Cohen.

Am I a Class Member?

You are a member of the Class if you used your personal credit card or debit card at any Sprouts grocery store within the United States at any time during the period (1) from August 16, 2020 through October 31, 2022 for debit and credit cards excluding EBT cards or (2) March 15, 2021 through April 15, 2023 for EBT cards, and you were provided an electronically printed receipt at the point of the sale or transaction, on which receipt was printed more than the last five digits of your credit card or debit card number.²

Why Am I Receiving This Notice?

If you are a member of the Class, your legal rights will be affected by the Settlement unless you exclude yourself from the Class. The Superior Court of California, County of Los Angeles, authorized this notice to inform Class members about both lawsuits, the proposed Settlement, and Class members' options.

What are The Settlement Benefits and What Can I Get From the Settlement?

Sprouts will establish a non-reversionary cash fund in the amount of \$5,000,000 (the "Cash Fund").

Please refer to the section below entitled "How Can I Get Payment?" to find out what you need to do to receive a payment.

Please refer to the section below entitled "If I Submit a Valid and Timely Claim, What

² For purposes of settlement, the terms "credit card(s)" or "debit card(s)" include EBT cards.

Will Be The Amount of My Payment?” to find out how payments to Class members will be calculated.

If the Court approves the proposed Settlement, Sprouts shall also implement a written company policy which states that it will not print more than the last 5 digits of the credit or debit card number or the credit or debit card expiration date upon any printed receipt provided to any customer who uses a credit or debit card to transact business with Sprouts.

How Can I Get Payment?

Did you receive written notice with a Notice Number that begins with the letter P?:

If you have already received written notice by e-mail which contains a Notice Number that begins with the letter P, this means that the records show that you used a credit card or debit card for one or more transactions at a Sprouts grocery store within the United States during the period between August 16, 2020 and April 15, 2023.

Therefore, if you received written notice by e-mail which contains a Notice Number that begins with the letter P, in order to obtain a payment, you must submit a Short-Form Claim Form attesting that at least one transaction shown in the records was made with your personal credit card or debit card.³ Once you timely submit your Short-Form Claim Form and it is approved you will become an Eligible Settlement Class Member.

If you are mailing the Short-Form Claim Form, your completed form must be mailed to the following address **postmarked no later than [DATE]**:

Atticus Administration LLC
P.O. BOX 64053
St. Paul, MN 55164

You may also send your completed Short-Form Claim Form by facsimile to the following facsimile number 1-???-???-????, **by no later than 11:59 p.m. Eastern Time on [DATE]**.

You may also submit your Short-Form Claim Form by completing and submitting an electronic version of the Short-Form Claim Form on the internet at www.x.com, **by no later than 11:59 p.m. Eastern Time on [DATE]**.

If you have NOT received written notice by e-mail with a Notice Number, then you must submit a Claim Form-R in order to obtain payment: If you have NOT received written notice by e-mail with a Notice Number, then, to become an Eligible Settlement Class Member and obtain a payment, you must complete and return a valid Claim Form-

³ For purposes of settlement, the terms “credit card(s)” or “debit card(s)” include EBT cards.

R. The Claim Form-R requires you to provide proof in either one of the following two ways:

Option (1): You may attach an original or a copy of your customer receipt that (a) contains more than the last five digits of your credit card or debit card number and shows that you made a transaction at any Sprouts grocery store within the United States during the period from August 16, 2020 through October 31, 2022 or (b) contains more than the last five digits of your EBT card number and shows that you made a transaction at any Sprouts grocery store within the United States during the period from March 15, 2021 through April 15, 2023. You must also state that you used your own personal card for the transaction. Once you timely submit your Claim Form-R and it is approved you will become an Eligible Settlement Class Member.

OR

Option (2): You may attach (a) an original or a copy of your credit card or debit card (excluding EBT card) statement which shows that you made a transaction at any Sprouts grocery store within the United States during the period from August 16, 2020 through October 31, 2022 or (b) an original or a copy of your EBT card statement which shows that you made a transaction at any Sprouts grocery store within the United States during the period from March 15, 2021 through April 15, 2023. You must also state that you used your own personal card for the transaction. Before providing your statement or copy of your statement, please redact (meaning you may white-out or mark-over) information contained in your credit or debit card statement to prevent it from showing things like your account numbers, your other purchases, etc. The only information that is required to show on your statement for purposes of making a claim under this Settlement is your name, address, and all of the details of your transaction from any Sprouts grocery store within the United States, including the date and amount of your purchase.

You may make only one claim regardless of whether you have made one or more than one eligible credit or debit card transaction. Accordingly, if you had more than one eligible transaction, you only need to provide proof of either one receipt or one statement showing that you made one card transaction using your personal card at any Sprouts grocery store within the United States during any of the relevant time periods described above.

Although you may submit either the original or a copy of either your receipt or card statement, if you decide to send an original, it is encouraged that you make and keep a copy for yourself. We will not be responsible for original documents that are lost.

Once you timely submit your Claim Form-R and it is approved, you will become an Eligible Settlement Class Member.

If you are mailing the Claim Form-R, your completed form (together with the required documentation) must be mailed to the following address **postmarked no later than [DATE]**:

Atticus Administration LLC
P.O. BOX 64053
St. Paul, MN 55164

You may also send your Claim Form-R (together with the required documentation) by facsimile to the following facsimile number 1-???-???-???, **by no later than 11:59 p.m. Eastern Time on [DATE]**.

You may also submit your claim by completing and submitting an electronic version of the Claim Form-R (and uploading and submitting the required documentation) on the internet at [www.\[X\].com](http://www.[X].com), **by no later than 11:59 p.m. Eastern Time on [DATE]**.

Please visit [www.\[X\].com](http://www.[X].com) to get a copy of the Claim Form-R or to complete and submit the Claim Form-R on the internet.

If I Submit a Valid and Timely Claim, What Will Be The Amount of My Payment?

Sprouts will establish a non-reversionary cash fund in the amount of \$5,000,000 (the “Cash Fund”). After subtracting from the Cash Fund (1) Class Counsel’s attorneys’ fees (\$1,666,666.67) and costs (not to exceed \$75,000), (2) an enhancement payment to the Class Representatives (total of \$20,000.00), and (3) Administration Costs (not to exceed \$661,000 but may decrease depending on the number of claims submitted by Settlement Class members), the remaining amount (the “Net Cash Fund”) will be divided by the total number of Settlement Class members who submit a valid and timely claim to determine each claiming Settlement Class member’s pro-rata share (the “Pro-Rata Share”). Each Settlement Class member who submits a valid and timely claim will be mailed a check in the amount of the Pro-Rata Share (less any applicable backup withholding), to be paid from the Net Cash Fund. For purposes of determining the Pro-Rata Share, each Eligible Settlement Class Member will be counted once, and may not receive more than the Pro-Rata Share, regardless of whether they made one or more than one transaction during the Settlement Class Period.

Each Eligible Settlement Class Member will be mailed a check in the amount of the Pro-Rata Share, to be paid from the Net Cash Fund. All settlement checks will have an expiration date stated on them that will be calculated as 180 days from the date the check is issued.

If any residual funds from the Net Cash Fund remain after claims payments are made to the Settlement Class members, any and all such residual funds will not revert to Sprouts and, instead, will be distributed as follows: To the extent postage and other costs render it economically feasible, then (1) the total amount of any settlement checks not cashed after 180 days shall be sent out in a second distribution to those Settlement Class members who have cashed checks in the first round of payments; and (2) any settlement checks that remain uncashed after the second round of distribution shall be distributed *cy pres* to the following 501(c)(3) charity: Electronic Frontier Foundation.

What Am I Giving Up to Receive Settlement Benefits?

Unless you exclude yourself, you are a Class member, and that means you will be legally bound by all orders and judgments of the Court, and you will not be able to sue, or continue to sue Sprouts or any of the other persons or entities referenced in the “Release by the Settlement Class” paragraph below, about the issues in these lawsuits. You will not be responsible for any out-of-pocket costs or attorneys’ fees concerning the lawsuits if you stay in the Class.

Staying in the Class also means that you agree to the following release of claims, which describes exactly the legal claims that you give up:

Release by the Settlement Class.

- (a) **Released Claims** – As of the Settlement Date, and except as to such rights or claims created by the Settlement, Plaintiffs and all Settlement Class members who do not timely exclude themselves from the Settlement, hereby forever discharge and release the Released Parties, including Sprouts Farmers Market, Inc. and SFM, LLC (incorrectly sued as SF Markets, LLC), with respect to, of, and from any and all suits, claims, debts, liabilities, demands, obligations, guaranties, costs, expenses, attorneys’ fees, penalties, damages, payments, actions, or causes of action of whatever kind or nature, whether in law or in equity, direct or indirect, asserted or unasserted, known or unknown, alleged or which could plausibly have been alleged in the Tran Action and/or the Cohen Action based upon the facts pled in the operative complaints, which occurred during the Settlement Class Period, including, but not limited to, any claims arising from the electronic printing of any debit, credit, or EBT card receipts, based on the Fair Credit Reporting Act, 15 U.S.C. § 1681, et seq., as amended by the Fair and Accurate Credit Transactions Act, Pub. L. 108–159, and 15 U.S.C. § 1681c(g), for violations of any consumer protection statutes, or regarding identity theft or the risk of identity theft, which occurred during the Settlement Class Period.
- (b) **Released Parties** – With respect to the Released Claims, the Released Parties are Sprouts Farmers Market, Inc. and SFM, LLC (incorrectly sued as SF Markets, LLC), and all of their insurers, co-insurers, re-insurers, predecessors, successors, parents, subsidiaries, affiliates, divisions, co-venturers, officers, shareholders, directors, managers, members, partners, investors, employees, attorneys, accountants, auditors, vendors, agents, contractors, licensees, assigns, or anyone else acting for or on their behalf.
- (c) **Waiver of Civil Code § 1542 Solely With Respect to Released Claims** – Plaintiffs, and each of the Settlement Class members who

do not timely exclude themselves from the Settlement, expressly waive California Civil Code § 1542 solely with respect to the Released Claims. California Civil Code Section 1542 states as follows:

A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS THAT THE CREDITOR OR RELEASING PARTY DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE AND THAT, IF KNOWN BY HIM OR HER, WOULD HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR OR RELEASED PARTY.

Can I Exclude Myself From the Settlement and What Will That Mean For Me?

Yes. If you don't want to receive benefits from this Settlement, but you want to keep the right to sue Sprouts or any of the other persons or entities referenced in the "Release by the Settlement Class" paragraph above, about the issues in the lawsuits, then you must take steps to exclude yourself from the Settlement. To exclude yourself from the Settlement you must include your name, address, telephone number, and your signature on correspondence requesting that you be excluded as a Class member from *Tran, et al. v. Sprouts Farmers Market, Inc., et al.*, Case No. 22STCV26572. To be effective, you must mail your request for exclusion, **postmarked no later than [Opt-Out Deadline]**, to the Settlement Administrator at the following address:

Atticus Administration LLC
P.O. BOX 64053
St. Paul, MN 55164

If you request to be excluded from the Settlement, then: (a) you will not be a part of the Settlement; (b) you will have no right to receive any benefits under the Settlement; (c) you will not be bound by the terms of the Settlement; and (d) you will not have any right to object to the terms of the Settlement or be heard at the fairness (final approval) hearing.

If I Don't Exclude Myself, Can I Sue for the Same Thing Later?

No. Unless you exclude yourself from the Settlement, you give up the right to sue Sprouts and the other persons and entities referenced in the "Release by the Settlement Class" paragraph above, for the claims that this Settlement resolves. If you have a pending lawsuit against Sprouts or any of the other persons or entities referenced in the "Release by the Settlement Class" paragraph above, for any of the claims that this Settlement resolves, speak to your lawyer in your case immediately. You must exclude

yourself from this Settlement to continue your own lawsuit. Remember, the exclusion deadline is **[Opt-Out Deadline]**.

What if I Don't Like the Settlement?

If you are a Class member and you do not like any part of the Settlement, you can object to the terms of the Settlement, including, but not limited to, an award to Class Counsel of attorneys' fees which Class Counsel will seek in the amount of \$1,666,666.67 and which will be paid from the Cash Fund, an award to Class Counsel of Class Counsel's litigation costs of up to \$75,000 also to be paid from the Cash Fund, and an incentive payment to the Class Representatives Larry Tran and Robert Cohen with each receiving an incentive payment of \$10,000, to be paid from the Cash Fund. You must give reasons why you think the Court should not approve the Settlement or any of its terms. The Court will consider your views. To object, you must send a letter saying that you object to the proposed settlement of *Tran, et al. v. Sprouts Farmers Market, Inc., et al.*, Case No. 22STCV26572. Your letter must include all of the following:

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

B. Your full name, address, and telephone number.

C. Proof of Settlement Class membership consisting of the original or a copy of either: (1) a valid Notice Number assigned to you in this matter that begins with the letter P together with proof that that you (a) used your personal credit card or debit card for one or more of the subject transactions at any Sprouts grocery store within the United States during the period from August 16, 2020 through October 31, 2022 or (b) used your EBT card for one or more of the subject transactions at any Sprouts grocery store within the United States during the period from March 15, 2021 through April 15, 2023; or (2) your customer receipt that (a) contains more than the last five digits of your credit card or debit card number and shows that you made a transaction at any Sprouts grocery store within the United States during the period from August 16, 2020 through October 31, 2022, together with proof that that you used your personal credit card or debit card for one or more of the subject transactions or (b) contains more than the last five digits of your EBT card number and shows that you made a transaction at any Sprouts grocery store within the United States during the period from March 15, 2021 through April 15, 2023, together with proof that you used your personal EBT card for one or more of the subject transactions.

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

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

F. A statement of whether you intend to appear at the fairness hearing. If you intend to appear at the fairness hearing through counsel, the objection must also state the identity of all attorneys representing you who will appear at the fairness hearing.

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

H. A statement by you under oath that: (1) you have read the objection in its entirety, (2) you are member of the Settlement Class, (3) states the number of times in which you have objected to a class action settlement within the five years preceding the date that you file your objection, (4) identifies the caption of each case in which you have made such objection, and (5) attaches any orders concerning a ruling upon your prior such objections that were issued by the trial and/or appellate courts in each listed case.

You must mail your objection to the Settlement Administrator at the following address:

Atticus Administration LLC
P.O. BOX 64053
St. Paul, MN 55164

Any and all objections must be postmarked no later than **[objection deadline]**.

What's the Difference Between Objecting to the Settlement And Excluding Yourself From the Settlement?

Objecting is simply telling the Court that you don't like something about the Settlement. You can object only if you stay in the Class. Excluding yourself is telling the Court that you don't want to be part of the Class. If you exclude yourself, you have no right to object because the Settlement no longer affects you.

What Happens if I Do Nothing At All?

If you do nothing, you will remain in the Class and be bound by the terms of the Settlement and all of the Court's orders and judgment. This also means that if the proposed Settlement is approved by the Court, you agree to the release of claims set forth under the heading "What Am I Giving Up to Receive Settlement Benefits?" above, which describes exactly the legal claims that you give up. You will not be responsible for any out-of-pocket costs or attorneys' fees concerning the lawsuits if you remain in the Class.

Do I Have a Lawyer in the Case?

The Court appointed lawyers to represent you and other Class members. These lawyers are called Class Counsel. Class Counsel are Chant Yedalian of Chant & Company A Professional Law Corporation and Todd M. Friedman and Adrian R. Bacon of Law Offices Of Todd M. Friedman. You do not need to pay for these lawyers out of your own pocket. If you want to be represented by your own lawyer, you may hire one at your own expense, but you do not have to.

How Will Class Counsel and the Class Representatives Be Paid?

Class Counsel will ask the Court to approve payment of \$1,666,666.67 (33⅓% of the Cash Fund) for attorneys' fees, to be paid from the Cash Fund, plus an award of Class Counsel's litigation costs of up to \$75,000, also to be paid from the Cash Fund. The fees and costs would pay Class Counsel for investigating the facts and law, prosecuting the matter as well as appeals, negotiating the Settlement, causing Sprouts to change its receipt printing processes and implement a new written policy concerning FACTA, and implementing the Settlement. Class Counsel will also ask the Court to approve payment of \$10,000 each, to be paid from the Cash Fund, to Larry Tran and Robert Cohen for their services as the Class Representatives.

When and Where Will the Court Decide Whether to Approve the Settlement?

The Court will hold a fairness hearing at [time] on [date], at 312 North Spring Street, Los Angeles, California 90012, in Department SS10, before Judge William F. Highberger. At this hearing, the Court will consider whether the Settlement is fair, reasonable, and adequate, and whether the Class Representatives and Class Counsel have fairly, adequately, reasonably and competently represented and protected the interests of the Class. If there are objections, the Court will consider them. After the hearing, the Court will decide whether to approve the Settlement, including fees and costs to Class Counsel and service payment to the Class Representatives. Class Counsel does not know how long these decisions will take. The date and time of the fairness hearing may be changed without further notice. For updates on dates and times, call the Settlement Administrator at 1-???-???-???? or visit the website [www.\[X\].com](http://www.[X].com).

Do I Have to Come to the Fairness Hearing?

No. Class Counsel will answer any questions that the Court may have. But you are welcome to come to the hearing. You may also pay your own lawyer to attend, but it's not necessary. The Court will hold the fairness hearing at [time] on [date], at 312 North Spring Street, Los Angeles, California 90012, in Department SS10, before Judge William F. Highberger. The date and time of the fairness hearing may be changed without further notice. For updates on dates and times, call the Settlement Administrator at 1-???-???-????

???? or visit the website [www.\[X\].com](http://www.[X].com).

May I Speak at the Fairness Hearing?

Yes. If you would like to speak at the fairness hearing, you may do so as long as you have not excluded yourself from the Class.

You cannot speak at the fairness hearing if you exclude yourself from the Class.

The Court will hold the fairness hearing at [time] on [date], at 312 North Spring Street, Los Angeles, California 90012, in Department SS10, before Judge William F. Highberger. The date and time of the fairness hearing may be changed without further notice. For updates on dates and times, call the Settlement Administrator at 1-???-???-???? or visit the website [www.\[X\].com](http://www.[X].com).

Are There More Details About the Settlement and How Do I Get More Information?

This notice summarizes the proposed Settlement. More details are contained in a Settlement agreement that you may obtain through the Settlement Administrator. For more information, you may: (1) visit the website [www.\[X\].com](http://www.[X].com); (2) write the Settlement Administrator at the following address: [insert]; or (3) call the Settlement Administrator at 1-???-???-?????. You may also view the Court file at 312 North Spring Street, Los Angeles, California 90012.