

**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 August 5, 2026:**

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 1-888-326-6411, **by no later than 11:59 p.m. Eastern Time on August 5, 2026.**

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.SettleInfo.com, **by no later than 11:59 p.m. Eastern Time on August 5, 2026.**

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 August 5, 2026:**

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 1-888-326-6411, **by no later than 11:59 p.m. Eastern Time on August 5, 2026.**

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.SettleInfo.com, **by no later than 11:59 p.m. Eastern Time on August 5, 2026.**

Please visit www.SettleInfo.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 April 7, 2026**, 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 **April 7, 2026**.

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 **April 7, 2026**.

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 **11:00 a.m.** on **November 19, 2026**, 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 1-800-958-1026 or visit the website www.SettleInfo.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 **11:00 a.m.** on **November 19, 2026**, 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 1-800-958-1026 or visit the website www.SettleInfo.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 **11:00 a.m.** on **November 19, 2026**, 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 1-800-958-1026 or visit the website www.SettleInfo.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.SettleInfo.com; (2) write the Settlement Administrator at the following address: Atticus Administration LLC, P.O. BOX 64053, St. Paul, MN 55164; or (3) call the Settlement Administrator at 1-800-958-1026. You may also view the Court file at 312 North Spring Street, Los Angeles, California 90012.