

CONFIDENTIAL SETTLEMENT AGREEMENT

AND GENERAL RELEASE

This Confidential Settlement Agreement and General Release of all Claims (“**Agreement**”), is made and entered into by and between Claimant Manuel Fumero (“Fumero” or “Claimant”) and Respondent SF Markets, LLC dba Sprouts Farmers Market (“Sprouts” or “Respondent”), and each of Sprouts’ past, present, or future directors, officers, shareholders, employees, agents, representatives, partners, attorneys, agents, parent and affiliated and related corporations or companies (the “Releasees”) (“Claimant” and “Releasees” shall collectively be referred to as the “Parties”) for the purpose of settling any and all claims between them.

RECITALS

- A. Fumero worked for Sprouts from approximately December 2021 to May 2023.
- B. On or about February 22, 2023, Fumero filed a notice with the California Labor and Workforce Development Agency (“LWDA”) alleging various Labor Code violations under the Private Attorneys General Act (“PAGA”) (“PAGA Notice”).
- C. On or about April 5, 2023, Fumero filed a Complaint with the California Civil Rights Department (“CRD”), alleging age discrimination and retaliation (“CRD Complaint”).
- D. On or about May 23, 2023, Fumero filed an Individual and Representative Action Complaint for Damages in Contra Costa Superior Court, Case No. C23—01227 against Sprouts alleging the following causes of action: (1) Failure to Pay Minimum Wage For All Hours Worked; (2) Failure to Pay Overtime; (3) Failure to Provide Meal Breaks; (4) Failure to Provide Rest Breaks; (5) Failure to Furnish Accurate Itemized Wage Statements; (6) Age Discrimination; (7) Retaliation under Cal. Govt. Code Section 12940(h); (8) Failure to Prevent Discrimination/Harassment; (9) Retaliation under Cal. Labor Code Section 1102.5; (10) Failure to Timely Provide Personnel Records; (11) Failure to Timely Provide Payroll Records; and (12) Violation of the Private Attorneys General Act of 2004 (the “Complaint”).
- E. On or about August 9, 2023, Fumero filed a First Amended Representative Action Complaint for PAGA violations in the Contra Costa Superior Court, Case No. C23-01227, in which Fumero sought civil penalties for alleged violations of Labor Code section 2698, *et seq.* pursuant to PAGA (the “PAGA Complaint”).
- F. On or about September 11, 2023, Fumero filed an Arbitration Demand with JAMS, alleging the following causes of action: (1) Failure to Pay Minimum Wage For All Hours Worked; (2) Failure to Pay Overtime; (3) Failure to Provide Meal Breaks; (4) Failure to Provide Rest Breaks; (5) Failure to Furnish Accurate Itemized Wage Statements; (6) Age Discrimination; (7) Retaliation under Cal. Govt. Code Section 12940(h); (8) Failure to Prevent Discrimination/Harassment; (9) Retaliation under Cal. Labor Code Section 1102.5; (10) Failure to Timely Provide Personnel Records; and (11) Failure to Timely Provide Payroll Records (the “Demand”).

- G. Sprouts denies the allegations made in Fumero's PAGA Notice, CRD Complaint, Complaint, PAGA Complaint, and Demand, and specifically denies that it took any action that was wrongful, unlawful, violated any laws, or that caused any damage or harm to Fumero.
- H. Fumero and Sprouts now desire to settle fully and finally all disputes or potential disputes that may have arisen out of Fumero's employment with Sprouts, without the further expenditure of time or expense of potential litigation and, for that reason, have entered into this Agreement. This Agreement is a full release and settlement of all claims which have or may be asserted by Fumero against the Releasees.
- I. Fumero is represented by Mayall Hurley, APC, and acknowledges and agrees that he has discussed all aspects of this Agreement with his counsel and enters into this Agreement voluntarily, with a full understanding of all of its terms.

AGREEMENT

NOW, THEREFORE, in consideration of the covenants, promises and conditions set forth below, and as full and complete compromise and settlement of any and all legally applicable claims, the Parties agree as follows:

- 1. **Consideration.** In consideration for the promises made in this Agreement, Sprouts agrees to pay Fumero a total settlement payment of Eighty Thousand Dollars and Zero Cents (\$80,000.00) (the "Settlement Sum"), which shall be paid as follows:
 - A. The first check shall be made payable to "Manuel Fumero" in the amount of Ten Thousand Dollars and Zero Cents (\$10,000.00) minus withholdings, and will be reported to the Internal Revenue Service and all applicable state or local taxing authorities by means of a form W-2 ("Wages Payment").
 - B. The second check shall be made payable to "Manuel Fumero" in the amount of \$40,313.25 and will be reported to the Internal Revenue Service and all applicable state or local taxing authorities by means of a Form 1099.
 - C. The third check shall be in the gross amount of \$29,686.75 and made payable to "Mayall Hurley, APC" for attorneys' fees and costs. It shall be reported to the Internal Revenue Service and all applicable state or local taxing authorities by means of a Form 1099 and shall not have any amounts withheld.

The Settlement Sum shall be paid within thirty (30) business days of the date this Agreement is executed by all Parties and defense counsel's receipt of a W-9 executed by Mayall Hurley, APC and a W-9 and W-4 executed by Fumero. The Settlement Sum shall be delivered to Jenny D. Baysinger, Esq., Mayall Hurley, APC, 112 South Church Street, Lodi, California 95240-3501.

Within ten (10) business days of receiving the Settlement Sum, Fumero's counsel shall file a request for dismissal, without prejudice, of the PAGA Complaint. Fumero also agrees not to pursue any representative claim against the Releasees in his individual or representative capacity.

2. Tax Indemnification. This amount represents the settlement of disputed claims and is being provided by Sprouts as consideration for Fumero entering into this Agreement, including the release of claims and waiver of rights provided for below. It is understood that Sprouts makes no warranties or guarantees with respect to the tax consequences, if any, resulting from the payment made in section 1 of this Agreement. Fumero shall be solely responsible for any employee-related reporting and payment of any state, local and/or federal income tax, if any, on any of the amounts paid to Fumero hereunder. Should it be determined by an authorized authority that the Settlement Sum, or any portion thereof, should be treated as taxable income, Fumero agrees to assume all liability for taxes and any costs, fees, interest, assessments, penalties, damages or other losses due to such a determination. Sprouts makes no representations as to the taxability of the Settlement Sum or any portion thereof. Sprouts shall be solely responsible for its company-related reporting to the Internal Revenue Service and/or California's Franchise Tax Board for its payment(s) made to Fumero requiring a Form W-2 and/or Form 1099-MISC under this Agreement.

Fumero further agrees to indemnify, defend and hold harmless the Releasees from any claims, demands, liens, deficiencies, levies, assessments, executions, judgments or recoveries by any governmental entity or any other third party against Releasees for any employee-related reporting and payment amounts claimed due by such third parties on account of this Agreement or payment of the Settlement Sum to Fumero. Releasees make no representations as to the taxability of the Settlement Sum or any portion thereof.

3. No Admission of Wrongdoing. This Agreement shall not in any way be construed as an admission by Sprouts or the Releasees that it or they acted wrongfully with respect to Fumero or any other person, or that Fumero has any rights whatsoever against Sprouts and/or the Releasees, and Sprouts specifically disclaims any liability to or wrongful acts against Fumero or any other person, on the part of Sprouts and/or the Releasees.

4. No Other Claims. Fumero represents and warrants that he has not filed any complaint, charge or lawsuit against Sprouts with any government agency, court, or alternative dispute resolution forum, including but not limited to the Equal Employment Opportunity Commission and the California Civil Rights Department, except for the CRD Complaint, PAGA Complaint, and Demand for arbitration currently pending before JAMS. Fumero agrees that he will not file any complaints, charges, lawsuits or claims against Sprouts or with any government agency, court, or alternative dispute resolution forum at any time hereafter arising out of (or in any way connected to) his employment with Sprouts or separation thereof, whether known or unknown, arising prior to his execution of this Agreement. If any government agency, court, or alternative dispute resolution forum assumes jurisdiction of any such complaint, charge, lawsuit or claim against Sprouts on behalf of Fumero, Fumero will request such agency, court or alternative dispute resolution forum to withdraw from, dismiss or otherwise close the matter.

5. Full Settlement. The Parties agree that the consideration described in **Paragraph 1** is made in full and final settlement of Fumero's claims against Sprouts based on conduct that occurred prior to Fumero's execution of this Agreement, whether known or unknown, including, but not limited to, all claims for damages or penalties of any nature whatsoever, attorneys' fees, and costs. This Agreement does not release any claims that Fumero cannot lawfully release and does not include settlement of any representative PAGA claim.

6. Release of All Claims. Except as set forth in this Agreement, Fumero does, for himself and his spouses, heirs, successors, and assigns, forever release and discharge Sprouts and all Releasees, including, but not limited to, Sprouts' parent, successor and affiliated entities, as well as its directors, officers, shareholders, partners, assigns, trustees, insurers, current and former employees, representatives, agents, attorneys, related entities, and all persons acting by, through, under, or in concert with any of them, from any and all liability, claims and demands, obligations, promises, agreements, controversies, damages, actions, causes of action, suits, rights, demands, costs, losses, debts, and expenses (including back wages, penalties, liquidated damages, and attorneys' fees and costs) of any nature whatsoever, from the beginning of time to the date of the execution of this Agreement, known or unknown, suspected or unsuspected, including but not limited to all claims arising out of, based upon, or relating to Fumero's employment with Sprouts or the remuneration for, or termination of, such employment (collectively, "Fumero's Claims"). Further, Fumero agrees to the fullest extent permitted by law, that he is not a suitable class representative and/or an "aggrieved employee," and that he will not pursue a putative class action, collective action, or representative action against the Releasees. Fumero further agrees that he will file a dismissal of the PAGA Complaint without prejudice.

Without limiting the generality of the foregoing, Fumero expressly releases all claims or rights arising out of Fumero's Claims; alleged violations of any contracts, express or implied (including but not limited to any contract of employment); any contract or covenant of good faith and fair dealing (express or implied); any tort, including assault, battery, negligence, invasion of right to privacy, fraud, misrepresentation under California *Labor Code* 970, negligent infliction of emotional distress, intentional infliction of emotional distress, and defamation; any "wrongful discharge," "constructive discharge," and "retaliation" claims; any "harassment" or "discrimination" claims; any claims relating to any breach of public policy; any legal restrictions on the Company's right to discharge employees; and any federal, state, or other governmental statute, regulation, or ordinance, including, without limitation: (1) Title VII of the Civil Rights Act of 1964; (2) 42 U.S.C. § 1981; (3) Age Discrimination in Employment Act, 29 U.S.C. §§ 621-634; (4) Equal Pay Act, 29 U.S.C. § 209(d)(1); (5) Americans with Disabilities Act, 42 U.S.C. § 12100 *et seq.*; (6) Family and Medical Leave Act, 29 U.S.C. § 2601 *et seq.*; (7) the Genetic Information Nondiscrimination Act, 42 U.S.C. § 2000ff *et seq.*; (8) California Fair Employment and Housing Act, Cal. Gov't Code § 12900 *et seq.*; (9) California Family Rights Act, Cal. Gov't Code § 12945.1 *et seq.*; (10) California *Labor Code* or any Industrial Welfare Commission Wage Order; (11) Executive Order 11246; (12) Executive Order 11141; (13) Sections 503 and 504 of the Rehabilitation Act of 1973; and the (14) Employee Retirement Income Security Act, 29 U.S.C. § 1000 *et seq.*, from the beginning of time to the date of the execution of this Agreement. Nothing herein shall be deemed a waiver of any right to pursue any claim that cannot be released as a matter of law. Notwithstanding the above, Fumero agrees that he is releasing and waiving any right to recover any monetary damages on any claim, charge or complaint within the jurisdiction of the Equal Employment Opportunity Commission, National

Labor Relations Board, California Civil Rights Department, Employment Development Department, and any other Government Agency to the extent allowed by law.

Fumero further agrees that he will not counsel or assist, directly or indirectly, any person in presenting or prosecuting any claims or causes of action against any Releasee, unless required to do so by Court order or a lawful subpoena.

This Agreement does not affect any claims that cannot be released by law. Nothing in this Agreement is intended to waive claims for: (i) workers' compensation claims, (ii) unemployment insurance benefits, (iii) Consolidated Omnibus Budget Reconciliation Act (COBRA) benefits, (iv) for vested rights under ERISA-covered employee benefit plans as applicable on the date Employee signs this Agreement, or (v) which cannot be released by private agreement.

7. **Civil Code §1542 Waiver.** Fumero acknowledges and agrees that there is a risk that injuries or damages caused by Releasees might not now be known, and there is a further risk that said injuries, whether known or unknown as of the date of this Agreement, might possibly become progressively worse, and that as a result thereof further damages may be sustained by Fumero. Nevertheless, Fumero desires to forever and fully release and discharge Sprouts and all Releasees, and understands that by the execution of this Agreement, no further claims for any such injuries that existed at the time of the execution of this Agreement may ever be asserted by Fumero against the Releasees.

Fumero expressly waives and relinquishes all rights and benefits afforded by California *Civil Code* Section 1542 and does so understanding and acknowledging the significance of such specific waiver of Section 1542. Section 1542 of the *Civil Code* of the State of California 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.”

Fumero expressly acknowledges that this Agreement is intended to include in its effect, without limitation, all claims that Fumero knows of, as well as all claims that Fumero does not know or suspect to exist in his favor against Fumero, at the time of execution hereof, and that this Agreement contemplates the extinguishment of any such claim(s).

8. **Promise Not to Prosecute.** Fumero further agrees that he shall not, at any time hereafter, commence, maintain or prosecute any action, suit, proceeding, investigation, complaint, claim, grievance or charge with any court, administrative agency, arbitrator or any other body or person, whether Federal, State, contractual or otherwise, arising out of or in any way connected with any of the claims released in this Agreement.

Fumero further agrees to indemnify and hold the Releasees harmless from and against any and all claims, demands, causes of action, damages or liability of any kind, including the cost of defense and reasonable attorneys' fees arising out of or in connection with, any action, suit, proceeding, investigation, complaint, claim, grievance or charge commenced, maintained,

or prosecuted by them or any person or entity claiming through them contrary to the terms of this Agreement.

9. Unknown or Different Facts or Law. Fumero acknowledges he may discover facts or law different from, or in addition to, the facts or laws he knows or believes to exist with respect to a Released Claim. Fumero agrees, nonetheless, that this Agreement and the releases contained in it shall be and remain effective in all respects notwithstanding such different or additional facts or law.

10. Confidentiality.

(a) The Parties acknowledge and agree that the existence, terms and conditions of this Agreement, and any and all actions by Sprouts in accordance therewith, including but not limited to the fact of the settlement, the contents of this Agreement or of the negotiations leading up to it, or of the basis for any claims or allegations which were or could have been made against Sprouts and/or the Releasees which concern and are within the scope of this Agreement are strictly confidential and, with the exception of Fumero's legal counsel, accountant or tax advisor, and immediate family, or as required by applicable law, shall not be disclosed, discussed, or revealed to any other persons, entities, or organizations, whether within or outside Sprouts. The Parties agree to maintain the confidentiality of the existence of or terms and conditions of the Agreement, and to make no voluntary statement or take any other voluntary action whatsoever which might reasonably be expected to result in any disclosures of, or any publicity concerning, the existence of or any of the terms or conditions of the Agreement to anyone, including, without limitation, past, present or future employees of Sprouts. The Parties further agree to take all reasonable steps necessary to ensure that confidentiality is maintained by anyone to whom disclosure is authorized, including, but not limited to notifying all such individuals that the information is to remain confidential and that it is not to be disclosed to any other person, entity, or organization, whether within or outside of Sprouts. The Parties agree to maintain, in strict confidence, the existence, terms, conditions, and amount of this Settlement Agreement and all negotiations leading up to the Settlement Agreement, and not to in any way publicize or advertise the settlement. The Parties further acknowledge that no disclosures shall be made to any publication or reporting service regarding settlements or verdicts, and that any statements, postings or advertisements by Fumero's counsel, in any medium whatsoever, that suggest the existence of this Agreement or its terms, or that they have derived pecuniary gain as a result of representing an employee against the Company, is a breach of this Agreement. Nothing in this paragraph prevents Fumero from discussing or disclosing information about unlawful acts in the workplace, such as harassment or discrimination or any other conduct that Fumero has reason to believe is unlawful.

(b) Fumero agrees to give the Company notice of any and all attempts to compel disclosure of any information Fumero is prohibited from disclosing by this **Paragraph 10**, including through subpoenas or other legal process. Fumero shall provide written notice of any attempt to compel such disclosure within 72 hours of receipt of any such attempt to compel disclosure via certified mail, return receipt requested (Attn: Lindsay Ayers, CDF Labor Law LLP, 18300 Von Karman Avenue, Suite 800, Irvine, CA 92612, telephone (949) 622-1661 or email to aforementioned counsel at layers@cdflaborlaw.com).

11. Non-Disparagement. Fumero agrees that he will not, directly or indirectly, make, repeat, authorize or permit any statements, comments, remarks or publications of any type or of any nature which would tend to damage or disparage the reputation of Sprouts, or Sprouts' current and former directors, officers, employees, and shareholders, or any of them, at any time now or in the future, to the extent allowed under state, federal and/or local law. However, nothing in this paragraph prevents Fumero from discussing or disclosing information about unlawful acts in the workplace, such as harassment or discrimination or any other conduct that Fumero has reason to believe is unlawful. Nothing in this section is intended to restrict, nor shall it prohibit, Fumero from testifying truthfully under oath pursuant to a validly served subpoena or other legal process compelling such testimony or to report bona fide claims of alleged harassment in the workplace. To the extent that Fumero is served with subpoena that implicates Sprouts, or Sprouts' current and former directors, officers, employees, and shareholders, or any of them, he shall make Sprouts immediately aware by contacting Sprouts' Human Resources Department.

12. Liquidated Damages. In the event that Fumero or Fumero's confidants are found to have violated any portion of the confidentiality or non-disparagement provisions in **Paragraphs 10 and 11** (upon a showing, by a preponderance of the evidence demonstrating such violation), Fumero, as the case may be, will pay to Sprouts, as liquidated damages, and not as a penalty, the sum of Four Thousand Eight Hundred Dollars and Zero Cents (\$4,800.00). Fumero agrees that this sum represents a reasonable estimate of the actual damages that would be suffered by Sprouts as a result of any breach of the confidentiality and/or non-disparagement terms. Fumero further agrees that this sum is not punitive in any way. The Parties further represent and agree that the liquidated damages provision contained in this paragraph is fair and reasonable in light of the fact that the actual damages that would be suffered by Sprouts as the result of any such breach of the confidentiality and/or non-disparagement terms would be difficult to ascertain.

13. No Representations. Fumero acknowledges and agrees that in executing this Agreement, he does not rely and has not relied upon any representation or statement not set forth herein made by the Releasees with regard to the subject matter, basis or effect of this Agreement.

14. Neutral Reference. Fumero agrees and acknowledges that Fumero's employment with Sprouts has terminated. Sprouts agrees to provide a neutral reference in accordance with Sprouts' practices and procedures. Employment verification is done through The Work Number. This number will provide dates of employment, and job title. For government agency requests (e.g., IRS, State or Federal), Sprouts will follow the appropriate procedure for responding based on legal requirements. Fumero or the verifier can contact The Work Number at 800-367-5690 or online at www.theworknumber.com. Fumero will need his Social Security Number and the Sprouts Employer Code: 14275. Sprouts expressly disclaims any liability in the event Fumero fails to direct any request for reference to Sprouts. Any references sought by Fumero should be directed only to Sprouts' Human Resources Department.

15. No Admissions. This Agreement shall not be admissible in any proceeding as evidence of improper action by any Party. Sprouts denies that there is any basis for Fumero's actual or threatened claims. No Party admits any wrongdoing, fault or liability of any kind.

16. Attorneys' Fees and Costs. The Parties acknowledge and agree that each is responsible for their/its attorneys' fees and costs, and that neither will seek from the other party to this

Agreement reimbursement for attorneys' fees and costs incurred prior to the parties' execution of this Agreement, including, but not limited to, any attorneys' fees and costs relating to any matters addressed in this Agreement, other than as set forth in **Paragraph 1**, above. However, if any action at law or in equity is necessary to enforce or interpret the terms of this Agreement, the prevailing party in any such action shall be entitled to reasonable attorneys' fees and costs, in addition to any other relief to which that party may be entitled.

17. Waiver. No provision of this Agreement may be waived unless in writing and signed by all the Parties to this Agreement. Waiver of any one provision shall not constitute waiver of any other provision.

18. Applicable Law. Any dispute over the validity, enforceability or any potential breach of this Agreement shall be governed by and construed in accordance with the laws of the State of California, as they are applied to contracts made and to be wholly performed in this state, regardless of choice of law principles to the contrary. The Parties acknowledge and agree that the costs and attorneys' fees associated with any such breach shall be pursuant to California law by the Parties with the prevailing party to recover its fees and costs. The Parties agree that pursuant to the terms of this Agreement, the Court shall retain jurisdiction over the parties to interpret and enforce the terms, conditions and obligations of this Agreement pursuant to *Code of Civil Procedure* section 664.6.

19. Specific Waiver of Rights Under ADEA and OWBPA. Fumero agrees and acknowledges that Fumero is expressly waiving Fumero's rights under the Age Discrimination in Employment Act (ADEA), as amended by the Older Workers' Benefit Protection Act (OWBPA). By signing this agreement, Fumero hereby specifically acknowledges and confirms that:

- A. Fumero has read this Agreement in its entirety and understands all of its terms; by this Agreement, Fumero has been advised of the right to consult with an attorney of Fumero's choosing, and has consulted with such counsel as Fumero believed was necessary before executing this Agreement;
- B. Fumero knowingly, freely, and voluntarily assents to all of the terms and conditions set out in this Agreement including, without limitation, the waiver, release, and covenants contained in it;
- C. Fumero is executing this Agreement, including the waiver and release, in exchange for good and valuable consideration in addition to anything of value to which Fumero is otherwise entitled;
- D. Fumero is not waiving or releasing rights or claims that may arise after Fumero executes this Agreement;
- E. Fumero was given at least twenty-one (21) calendar days to consider the terms of this Agreement and consult with an attorney of Fumero's choice, although Fumero may sign it sooner if desired, and changes to this Agreement, whether material or immaterial, do not restart the running of the 21-day period;
- F. Fumero understands that he has seven (7) days from signing this Agreement to

revoke the release in this paragraph by delivering written notice of revocation to Lindsay Ayers at layers@cdflaborlaw.com no later than the end of the seventh (7th) day after Fumero signs this agreement;

- G. Agreement shall become effective on the eighth (8th) day after the date of Fumero's signature.

20. Entire Agreement. This Agreement constitutes the complete understanding between the Parties related to Fumero's claims, and supersedes any and all prior agreements, promises, representations, or inducements, no matter its or their form, concerning its subject matter. No promises or agreements made subsequent to the execution of this Agreement by these Parties shall be binding unless reduced to writing and signed by authorized representatives of these Parties.

21. Knowledge, Capacity and Authority. Fumero represents and warrants that he has had the opportunity to have counsel explain the contents of this Agreement to him. Fumero represents that he understands the contents of this Agreement and that he executed it knowingly and voluntarily and understands that after executing it he cannot proceed against any Releasee on account of the matters referred to herein. Fumero represents and warrants that he has the authority and capacity to execute this Agreement.

22. Affirmation. Fumero hereby affirms and acknowledges that he has read the foregoing Agreement, that he has discussed it with his counsel and that they fully understand and appreciate the meaning of each of its terms. The Parties to this Agreement represent that this Agreement may be used as evidence only in any subsequent proceeding in which either of the parties alleges a breach of this Agreement or seeks to enforce its terms, provisions, or obligations.

23. Joint Participation in Preparation of Agreement. The Parties hereto participated jointly in the negotiation and preparation of this Agreement, and each Party has had the opportunity to obtain the advice of legal counsel and to review, comment upon, and redraft this Agreement. Accordingly, it is agreed that no rule of construction shall apply against either party or in favor of either party. This Agreement shall be construed as if the Parties jointly prepared this Agreement, and any uncertainty or ambiguity shall not be interpreted against one party or in favor of the other.

24. No Assignment of Claims. Fumero represents and warrants that he has not heretofore assigned or otherwise transferred or subrogated, or purported to assign, transfer, or subrogate, to any person or entity, any Claims or portion thereof or interest therein they may have against the Releasees. Fumero further acknowledges and agrees that this Agreement is binding upon, and shall inure to the benefit of, his heirs, executors, administrators, successors, and assigns. Fumero agrees to indemnify, defend, and hold the Releasees harmless from and against any and all liability, loss, demands, claims, damages, costs, expenses, and attorneys' fees incurred by the Releasees, or any of them, as the result of any person or entity asserting any such right, assignment, transfer or subrogation.

25. Execution and Delivery. This Agreement may be executed and delivered in two or more counterparts, each of which when so executed and delivered shall be the original, but such

counterparts together shall constitute but one and the same instrument. For purposes of this section, an executed facsimile, PDF or electronically signed copy of the Agreement may be “delivered” by one Party to the others.

26. Electronic Signing. The Parties agree where practicable to use electronic signature technology to expedite the execution of this Agreement pursuant to California Civil Code Section 1633.7. Electronic signatures shall be deemed originals.

27. Cooperation. The Parties agree to do all things necessary and to execute all further documents necessary and appropriate to carry out and effectuate the terms and purposes of this Agreement.

28. Interpretation; Construction. The headings set forth in this Agreement are for convenience only and shall not be used in interpreting this Agreement. This Agreement has been drafted by legal counsel representing both Fumero and Sprouts and both have participated in the negotiation of its terms. Fumero acknowledges he had an opportunity to review and discuss each term of this Agreement with legal counsel and, therefore, the normal rule of construction to the effect that any ambiguities are to be resolved against the drafting party shall not be employed in the interpretation of this Agreement.

29. Severability. In case any one or more of the provisions of this Agreement shall be found to be invalid, illegal or unenforceable in any respect, the validity, legality and enforceability of the remaining provisions contained herein shall not in any way be affected or impaired thereby. Further, any provision found to be invalid, illegal or unenforceable shall be deemed, without further action on the part of the Parties hereto, to be modified, amended and/or limited to the minimum extent necessary to render such clauses and/or provisions valid and enforceable.

30. Effective Date. This Agreement shall become effective upon the occurrence of all of the following conditions (the “**Effective Date**”): (i) the receipt by Sprouts of a copy of this Agreement executed by Fumero, (ii) the receipt by Sprouts of completed IRS Form W-9 from Mayall Hurley, APC, and (iii) receipt by Sprouts of a completed IRS form W-4 from Fumero .

31. Further Assurances. The Parties acknowledge and agrees to execute any and all documents; releases, dismissals; satisfactions of judgment; notices; and other forms of written documentation to fulfill the terms and conditions of this Agreement.

IN WITNESS WHEREOF, the undersigned have set their hands the day and year set forth below their respective signatures.

PLEASE READ CAREFULLY.

**THIS AGREEMENT INCLUDES A RELEASE OF ALL CLAIMS,
KNOWN AND UNKNOWN, EXCEPT AS TO THOSE EXPRESSLY RESERVED.**

Dated: 8/30/2024

DocuSigned by:

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Manuel Fumero

**SF Markets, LLC dba Sprouts Farmers
Market**

Dated: 9/5/2024

DocuSigned by:

ABA05C107D314E7...
By: Whitney Caldwell
Title: Employment Counsel

Certificate Of Completion

Envelope Id: 547D326545584329949655D74DD754E4

Status: Completed

Subject: Complete with DocuSign: Fumero - Settlement Agreement - Final.pdf

Source Envelope:

Document Pages: 11

Signatures: 1

Envelope Originator:

Certificate Pages: 1

Initials: 0

Maria Senisais

AutoNav: Enabled

MariaSenisais@sprouts.com

Enveloped Stamping: Enabled

IP Address: 163.116.139.118

Time Zone: (UTC-07:00) Arizona

Record Tracking

Status: Original

Holder: Maria Senisais

Location: DocuSign

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MariaSenisais@sprouts.com

Signer Events**Signature****Timestamp**

Whitney Caldwell

WhitneyCaldwell@Sprouts.com

Employment Counsel

Sprouts Farmers Markets Holdings LLC

Security Level: Email, Account Authentication
(None)

DocuSigned by:

Whitney Caldwell

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Sent: 9/5/2024 1:21:46 PM

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Signed: 9/5/2024 1:25:10 PM

Signature Adoption: Pre-selected Style

Using IP Address: 163.116.139.114

Electronic Record and Signature Disclosure:

Not Offered via DocuSign

In Person Signer Events**Signature****Timestamp****Editor Delivery Events****Status****Timestamp****Agent Delivery Events****Status****Timestamp****Intermediary Delivery Events****Status****Timestamp****Certified Delivery Events****Status****Timestamp****Carbon Copy Events****Status****Timestamp**

Lindsay A Ayers

layers@cdfllaborlaw.com

Security Level: Email, Account Authentication
(None)**COPIED**

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Electronic Record and Signature Disclosure:

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Witness Events**Signature****Timestamp****Notary Events****Signature****Timestamp****Envelope Summary Events****Status****Timestamps**

Envelope Sent

Hashed/Encrypted

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Certified Delivered

Security Checked

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Signing Complete

Security Checked

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Completed

Security Checked

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Payment Events**Status****Timestamps**