

ATTORNEY OR PARTY WITHOUT ATTORNEY NAME: Elizabeth Parker-Fawley (SBN 301592) FIRM NAME: Lawyers for Justice, PC STREET ADDRESS: 450 North Brand Blvd., Suite 900 CITY: Glendale TELEPHONE NO.: 818-265-1020 EMAIL ADDRESS: elizabeth@calljustice.com ATTORNEY FOR (name): Plaintiff Rashon Hayes SUPERIOR COURT OF CALIFORNIA, COUNTY OF Santa Clara STREET ADDRESS: 191 North First Street MAILING ADDRESS: CITY AND ZIP CODE: San Jose, 95113 BRANCH NAME: Downtown Superior Court	STATE BAR NUMBER: STATE: CA ZIP CODE: 91203 FAX NO.: FOR COURT USE ONLY
PLAINTIFF/PETITIONER: Rashon Hayes DEFENDANT/RESPONDENT: The Container Store, Inc.	
NOTICE OF ENTRY OF JUDGMENT OR ORDER (Check one): ☒ UNLIMITED CASE (Amount demanded exceeded \$35,000) ☐ LIMITED CASE (Amount demanded was \$35,000 or less)	CASE NUMBER: 20CV363825 / Dept 19

TO ALL PARTIES :

1. A judgment, decree, or order was entered in this action on (date): February 5, 2026
2. A copy of the judgment, decree, or order is attached to this notice.
Exhibit "A" - Order Granting Preliminary Approval of Class Action and PAGA Settlement dated February 4, 2026

Date: February 5, 2026

Elizabeth Parker-Fawley

(TYPE OR PRINT NAME OF ☒ ATTORNEY ☐ PARTY WITHOUT ATTORNEY)


(SIGNATURE)

PLAINTIFF/PETITIONER: Rashon Hayes
 DEFENDANT/RESPONDENT: The Container Store, Inc.

CASE NUMBER:
 20CV363825 / Dept 19

**PROOF OF SERVICE BY FIRST-CLASS MAIL
 NOTICE OF ENTRY OF JUDGMENT OR ORDER**

(NOTE: You cannot serve the Notice of Entry of Judgment or Order if you are a party in the action. The person who served the notice must complete this proof of service.)

1. I am at least 18 years old and **not a party to this action**. I am a resident of or employed in the county where the mailing took place, and my residence or business address is (*specify*):

2. I served a copy of the *Notice of Entry of Judgment or Order* by enclosing it in a sealed envelope with postage fully prepaid and (*check one*):

- a. ☐ deposited the sealed envelope with the United States Postal Service.
 b. ☐ placed the sealed envelope for collection and processing for mailing, following this business's usual practices, with which I am readily familiar. On the same day correspondence is placed for collection and mailing, it is deposited in the ordinary course of business with the United States Postal Service.

3. The *Notice of Entry of Judgment or Order* was mailed:

- a. on (*date*):
 b. from (*city and state*):

4. The envelope was addressed and mailed as follows:

a. Name of person served:

Street address:

City:

State and zip code:

c. Name of person served:

Street address:

City:

State and zip code:

b. Name of person served:

Street address:

City:

State and zip code:

d. Name of person served:

Street address:

City:

State and zip code:

☒ Names and addresses of additional persons served are attached. (*You may use form POS-030(P).*)

5. Number of pages attached:

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

Date: February 5, 2026

Lina Sarkisian

(TYPE OR PRINT NAME OF DECLARANT)



Lina Sarkisian

(SIGNATURE OF DECLARANT)

EXHIBIT A

Filed
February 5, 2026
Clerk of the Court
Superior Court of CA
County of Santa Clara
20CV363825
By: afloresca

Edwin Aiwazian (SBN 232943)
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2/5/2026 8:46:22 AM

SUPERIOR COURT OF THE STATE OF CALIFORNIA
COUNTY OF SANTA CLARA

RASHON HAYES, individually, and on behalf of
other members of the general public similarly
situated and on behalf of other aggrieved
employees pursuant to the California Private
Attorneys General Act;

Plaintiff,

vs.

THE CONTAINER STORE, INC., an unknown
business entity; and DOES 1 through 100,
inclusive,

Defendants.

Case No.: 20CV363825

CLASS ACTION

**[REVISED PROPOSED] ORDER
GRANTING PRELIMINARY APPROVAL
OF CLASS ACTION AND PAGA
SETTLEMENT**

Complaint Filed: February 10, 2020
FAC Filed: August 3, 2020
Trial Date: None Set

1 **~~[PROPOSED]~~ PRELIMINARY APPROVAL ORDER**

2 The above-entitled action comes on for hearing before the Honorable Theodore C. Zayner on
3 January 21, 2026, at 1:30 p.m. in Department 19. The Court issued its tentative ruling as follows:

4 **I. Introduction**

5 This is a putative class and representative action arising from alleged wage and hour violations.
6 On February 10, 2020, plaintiff Rashon Hayes filed a class action Complaint against defendant The
7 Container Store, Inc. (Defendant), asserting causes of action for (1) unpaid overtime; (2) unpaid meal
8 period payments; (3) unpaid rest period payments; (4) unpaid minimum wages; (5) final wages not
9 timely paid; (6) wages not timely paid during employment; (7) non-compliant wage statements; (8)
10 failure to keep requisite payroll records; (9) unreimbursed business expenses; (10) violation of Business
11 & Professions Code §§ 17200 et seq.

12 On August 3, 2020, Plaintiff filed a First Amended Complaint, adding a cause of action for
13 damages under the Private Attorneys General Act (“PAGA”). On December 31, 2024, Defendant filed
14 a Notice of Bankruptcy Petition and Automatic Stay, staying this action pending Defendant’s
15 bankruptcy proceedings in the United States Bankruptcy Court. On April 22, 2024, Defendant filed a
16 Notice of Confirmation of Bankruptcy Plan and Lift of Automatic Stay.

17 The parties have reached a settlement, and Plaintiff now moves for preliminary approval of the
18 settlement. The motion is unopposed.

19 **II. Legal Standard for Settlement Agreements**

20 **A. Class Action**

21 Generally, “questions whether a [class action] settlement was fair and reasonable, whether
22 notice to the class was adequate, whether certification of the class was proper, and whether the attorney
23 fee award was proper are matters addressed to the trial court’s broad discretion.” (*Wershba v. Apple*
24 *Computer, Inc.* (2001) 91 Cal.App.4th 224, 234-235 (*Wershba*), disapproved of on other grounds by
25 *Hernandez v. Restoration Hardware, Inc.* (2018) 4 Cal.5th 260.)

26 In determining whether a class settlement is fair, adequate and reasonable, the trial
27 court should consider relevant factors, such as the strength of plaintiffs’ case, the risk,
28 expense, complexity and likely duration of further litigation, the risk of maintaining
class action status through trial, the amount offered in settlement, the extent of
discovery completed and the stage of the proceedings, the experience and views of

counsel, the presence of a governmental participant, and the reaction of the class members to the proposed settlement.

(*Wershba, supra*, 91 Cal.App.4th at pp. 244-245, internal citations and quotations omitted.)

In general, the most important factor is the strength of the plaintiffs' case on the merits, balanced against the amount offered in settlement. (*See Kullar v. Foot Locker Retail, Inc.* (2008) 168 Cal.App.4th 116, 130 (*Kullar*).) But the trial court is free to engage in a balancing and weighing of factors depending on the circumstances of each case. (*Wershba, supra*, 91 Cal.App.4th at p. 245.) The trial court must examine the "proposed settlement agreement to the extent necessary to reach a reasoned judgment that the agreement is not the product of fraud or overreaching by, or collusion between, the negotiating parties, and that the settlement, taken as a whole, is fair, reasonable and adequate to all concerned." (*Ibid.*, citation and internal quotation marks omitted.)

The burden is on the proponent of the settlement to show that it is fair and reasonable. However, "a presumption of fairness exists where: (1) the settlement is reached through arm's-length bargaining; (2) investigation and discovery are sufficient to allow counsel and the court to act intelligently; (3) counsel is experienced in similar litigation; and (4) the percentage of objectors is small." (*Wershba, supra*, 91 Cal.App.4th at p. 245, citation omitted.)

B. PAGA

Labor Code section 2699, subdivision (1)(2) provides that "[t]he superior court shall review and approve any settlement of any civil action filed pursuant to" PAGA. The court's review "ensur[es] that any negotiated resolution is fair to those affected." (*Williams v. Superior Court* (2017) 3 Cal.5th 531, 549.) Seventy-five percent of any penalties recovered under PAGA go to the Labor and Workforce Development Agency (LWDA), leaving the remaining twenty-five percent for the aggrieved employees. (*Iskanian v. CLS Transportation Los Angeles, LLC* (2014) 59 Cal.4th 348, 380, overruled on other grounds by *Viking River Cruises, Inc. v. Moriana* (2022) 596 U.S. 639.)

Like its review of class action settlements, the Court must "determine independently whether a PAGA settlement is fair and reasonable," to protect "the interests of the public and the LWDA in the enforcement of state labor laws." (*Moniz v. Adecco USA, Inc.* (2021) 72 Cal.App.5th 56, 76-77.) It must make this assessment "in view of PAGA's purposes to remediate present labor law violations, deter

future ones, and to maximize enforcement of state labor laws.” (Id. at p. 77; see also *Haralson v. U.S. Aviation Servs. Corp.* (N.D. Cal. 2019) 383 F. Supp. 3d 959, 971 [“when a PAGA claim is settled, the relief provided for under the PAGA [should] be genuine and meaningful, consistent with the underlying purpose of the statute to benefit the public”], quoting LWDA guidance discussed in *O’Connor v. Uber Technologies, Inc.* (N.D. Cal. 2016) 201 F.Supp.3d 1110 (O’Connor).)

The settlement must be reasonable considering the potential verdict value. (See *O’Connor, supra*, 201 F.Supp.3d at p. 1135 [rejecting settlement of less than one percent of the potential verdict].) But a permissible settlement may be substantially discounted, given that courts often exercise their discretion to award PAGA penalties below the statutory maximum even where a claim succeeds at trial. (See *Viceral v. Mistras Group, Inc.* (N.D. Cal., Oct. 11, 2016, No. 15-cv-02198-EMC) 2016 WL 5907869, 2016 U.S. Dist. LEXIS 140759, at *20-24.)

III. Discussion

A. Provisions of the Settlement

This case has been settled on behalf of the following class:

[A]ll individuals who are or were employed by Defendant as an hourly-paid or non-exempt employee in California during the Class Period [February 10, 2016 through June 6, 2024].

(Declaration of Elizabeth Parker-Fawley (“Parker-Fawley Decl.”), Ex. 2 (“Agreement”), ¶¶ 1.1.9, 1.1.21.) The settlement includes a subset “PAGA Settlement Group,” defined as: “all individuals who are or were employed by Defendant as an hourly-paid or non-exempt employee in California from February 12, 2019 to June 6, 2024].” (Id. at ¶ 1.1.10.)

Defendant will pay a gross settlement amount of \$2,500,000 to resolve this action, and this amount includes: attorney fees of up to 35 percent of the gross settlement amount (\$875,000); litigation costs incurred; a PAGA penalties allocation of \$250,000 (75 percent of which will be paid to the LWDA and 25 percent of which will be paid to PAGA Employees as individual PAGA payments); a service payment of up to \$14,000 to Plaintiff; and settlement administration costs. (Motion, p. 3; Agreement, ¶¶ 1.5.) The net settlement amount will be distributed to participating class members on a pro-rata basis according to the number of workweeks they were employed by Defendant, and individual PAGA payments will be distributed according to the number of pay periods worked. (Agreement, ¶ 1.8.) The

1 Agreement provides that Simpluris, Inc. (“Simpluris”) will serve as settlement administrator. (Id. at ¶
2 1.1.20.) The Court approves and appoints Simpluris as settlement administrator. The Agreement
3 provides that any funds from uncashed settlement checks will be transmitted to the designated *cy pres*
4 recipient, Legal Aid at Work. (Id. at ¶ 1.8.7.) The Court approves the *cy pres* designation.

5 In exchange for the settlement, the class members agree to release Defendant and related entities
6 and persons from “all claims arising from the same nucleus of facts that were or could have been raised
7 in the Complaint, which arose at any time during the Class Period [.]” (Agreement, ¶¶ 1.1.15, 1.1.17,
8 1.11.1.) PAGA Settlement Group members will be deemed to release Defendant and related entities
9 and persons “any and all claims for civil penalties under the PAGA arising out of or related to the
10 allegations set forth in the Complaint and/or PAGA notice to the LWDA, including any and all claims
11 arising from the same nucleus of facts that were or could have been raised in the PAGA notice to the
12 LWDA, which arose at any time during the PAGA Period.” (Id. at ¶¶ 1.1.16, 1.1.17, 1.11.2.) The release
13 provisions are appropriately tailored to the factual allegations of the operative pleading. (*See Amaro v.*
14 *Anaheim Arena Management, LLC* (2021) 69 Cal.App.5th 521, 538.)

15 **B. Fairness of the Settlement**

16 Plaintiff contends the Agreement meets the standards for preliminary approval. (Motion, pp.
17 5-9; Parker-Fawley Decl., ¶¶ 16-24.) Plaintiff’s counsel states that the parties participated in mediation
18 with Paul Grossman. (Parker-Fawley Decl., ¶¶ 16.) The parties participated in significant formal and
19 informal discovery, including Plaintiff’s deposition of Defendant’s person most knowledgeable and
20 Defendant’s deposition of Plaintiff. (Id. at ¶ 17) Plaintiff’s counsel provides an analysis of the value of
21 Plaintiff’s claims. (Id. at ¶ 32.) According to Plaintiffs’ analysis, Defendant’s estimated total maximum
22 exposure for all claims is approximately \$35,701,077, and Defendant’s estimated realistic exposure for
23 all claims is approximately \$5,364,297.

24 The gross settlement amount of \$2,500,000 represents approximately 7.0 percent of
25 Defendant’s estimated total maximum exposure. Therefore, the proposed settlement amount is within
26 the general range of percentage recoveries that California courts have found to be reasonable. (See
27 *Cavazos v. Salas Concrete, Inc.* (E.D. Cal., Feb 18, 2022, No. 1:19-cv-00062-DAD-EPG) 2022
28 U.S.Dist. LEXIS 30201, at *41-42 [citing cases approving settlements in the range of 5 to 35 percent

1 of the maximum potential exposure].) Furthermore, the Court finds that Plaintiffs' counsel has
2 adequately explained the reasoning behind the settlement amount, including that it represents
3 approximately 46.6 percent of Defendant's estimated realistic exposure.

4 The Court has reviewed Plaintiff's written submissions and is satisfied that the settlement is
5 fair and may be approved.

6 **C. Service Award, Fees and Costs**

7 Plaintiff will seek a service award of \$14,000.

8 The rationale for making enhancement or incentive awards to named plaintiffs is that
9 they should be compensated for the expense or risk they have incurred in conferring a
10 benefit on other members of the class. An incentive award is appropriate if it is
11 necessary to induce an individual to participate in the suit. Criteria courts may consider
12 in determining whether to make an incentive award include: 1) the risk to the class
13 representative in commencing suit, both financial and otherwise; 2) the notoriety and
personal difficulties encountered by the class representative; 3) the amount of time and
effort spent by the class representative; 4) the duration of the litigation and; 5) the
personal benefit (or lack thereof) enjoyed by the class representative as a result of the
litigation. These "incentive awards" to class representatives must not be
disproportionate to the amount of time and energy expended in pursuit of the lawsuit.

14 (*Cellphone Termination Fee Cases* (2010) 186 Cal.App.4th 1380, 1394-1395, internal punctuation and
15 citations omitted.) Incentive awards are particularly appropriate where a plaintiff undertakes a
16 significant reputational risk in bringing an action against an employer. (*Covillo v. Specialty's Café*
17 (N.D. Cal. 2014) 2014 U.S. Dist. LEXIS 29837, at *29.)

18 Plaintiff has provided a declaration describing his participation in this action and his
19 understanding of his responsibilities as class representative, although he has not provided an estimate
20 of the number of hours he has spent working on this litigation. The Court will determine the approved
21 service award amount at the final approval hearing. Prior to that time, Plaintiff may submit a
22 supplemental declaration providing an estimate of the number of hours spent working on this action, a
23 description of what that work has entailed, and any other facts he would like the Court to consider.

24 The Court also has an independent right and responsibility to review the requested attorney
25 fees and only award so much as it determines reasonable. (*See Garabedian v. Los Angeles Cellular*
26 *Telephone Co.* (2004) 118 Cal.App.4th 123, 127-128.) Plaintiff's counsel will seek attorney fees of up
27 to 35 percent of the gross settlement amount (\$875,000). Prior to the final approval hearing, Plaintiff's
28 counsel shall submit lodestar information (including hourly rate and hours worked) as well as evidence

of actual litigation costs incurred and settlement administration costs.

D. Conditional Certification of Class

Plaintiff requests that the class be conditionally certified for purposes of the settlement. Rule 3.769(d) of the California Rules of Court states that “[t]he court may make an order approving or denying certification of a provisional settlement class after [a] preliminary settlement hearing.” California Code of Civil Procedure Section 382 authorizes certification of a class “when the question is one of a common or general interest, of many persons, or when the parties are numerous, and it is impracticable to bring them all before the court . . .” As interpreted by the California Supreme Court, section 382 requires: (1) an ascertainable class; and (2) a well-defined community of interest among the class members. (*Sav-On Drug Stores, Inc. v. Superior Court* (2004) 34 Cal.4th 319, 326 (*Sav-On*).)

The “community-of-interest” requirement encompasses three factors: (1) predominant questions of law or fact; (2) class representatives with claims or defenses typical of the class; and, (3) class representatives who can adequately represent the class. (*Sav-On, supra*, 34 Cal.4th at p. 326.) “Other relevant considerations include the probability that each class member will come forward ultimately to prove his or her separate claim to a portion of the total recovery and whether the class approach would actually serve to deter and redress alleged wrongdoing.” (*Linder v. Thrifty Oil Co.* (2000) 23 Cal.4th 429, 435.) The plaintiff has the burden of establishing that class treatment will yield “substantial benefits” to both “the litigants and to the court.” (*Blue Chip Stamps v. Superior Court* (1976) 18 Cal.3d 381, 385.) As explained by the California Supreme Court,

The certification question is essentially a procedural one that does not ask whether an action is legally or factually meritorious. A trial court ruling on a certification motion determines whether the issues which may be jointly tried, when compared with those requiring separate adjudication, are so numerous or substantial that the maintenance of a class action would be advantageous to the judicial process and to the litigants.

(*Sav-On, supra*, 34 Cal.4th at p. 326, internal punctuation and citations omitted.)

Plaintiff states there are approximately 2,456 class members who can be identified from a review of Defendant’s records. There are common questions regarding whether class members were subjected to common practices that violated wage and hour laws. No issue has been raised regarding the typicality or adequacy of Plaintiff as class representative. Therefore, the court finds that the

1 proposed class should be conditionally certified for settlement purposes.

2 **E. Class Notice**

3 The content of a class notice is subject to court approval. “If the court has certified the action
4 as a class action, notice of the final approval hearing must be given to the class members in the manner
5 specified by the court.” (Cal. Rules of Court, rule 3.769(f).) “The notice must contain an explanation of
6 the proposed settlement and procedures for class members to follow in filing written objections to it
7 and in arranging to appear at the settlement hearing and state any objections to the proposed settlement.”
8 (Ibid.) In determining the manner of the notice, the court must consider: “(1) The interests of the class;
9 (2) The type of relief requested; (3) The stake of the individual class members; (4) The cost of notifying
10 class members; (5) The resources of the parties; (6) The possible prejudice to class members who do
11 not receive notice; and (7) The res judicata effect on class members.” (Cal. Rules of Court, rule
12 3.766(e).)

13 Here, the form of the notice is generally adequate. It describes the lawsuit, explains the
14 settlement, and states the settlement amounts, including attorney fees and payment to the named
15 plaintiff. The notice informs class members that they may appear at the final fairness hearing to make
16 an oral objection without filing a written objection. However, the opt-out and objections procedures set
17 forth in the notice require recipients to provide the last four digits of their Social Security numbers. The
18 notice shall be modified to remove these requirements of providing the last four digits of a Social
19 Security number.

20 The following language regarding the final approval hearing shall be added to the notice:
21 Class members may appear at the final approval hearing in person or remotely by
22 using the link for Department 19 (Afternoon Session), and should review the remote
appearance instructions beforehand:

23 <https://santaclara.courts.ca.gov/online-services/remote-hearings>

24 Class members who wish to appear remotely are encouraged to contact class
25 counsel at least three days before the hearing, if possible, so that potential
technology or audibility issues can be avoided or minimized.

26 On the condition that the parties make the above changes to the notice prior to its mailing, the
27 notice is approved.

28 ///

1 **IV. Conclusion**

2 The motion for preliminary approval of the settlement is GRANTED.

3 The Case Management Conference scheduled for January 21, 2026 at 2:30 p.m. is VACATED.

4 A final approval hearing is set for July 22, 2026 at 1:30 p.m. in Department 19.

5 Plaintiff shall prepare the order in accordance with California Rules of Court, rule 3.1312.

6 **IT IS SO ORDERED.**

7 DATED: February 4, 2026



8 THE HONORABLE THEODORE ZAYNER
9 Judge of the Superior Court, Santa Clara County

PROOF OF SERVICE

STATE OF CALIFORNIA, COUNTY OF LOS ANGELES

I am employed in the County of Los Angeles, State of California. I am over the age of 18 and not a party to the within action. My business address is 450 North Brand Blvd., Suite 900, Glendale, California 91203.

On February 5, 2026, I served the foregoing document(s) described as: **NOTICE OF ENTRY OF JUDGMENT OR ORDER** on interested parties in this action as follows:

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Attorneys for Defendant The Container Store, Inc.

[X] BY E-MAIL

The above-referenced document was transmitted to the person(s) at the e-mail addresses listed herein at their most recent known e-mail address or e-mail of record in this action. I did not receive, within reasonable time after the transmission, any electronic message or other indication that the transmission was unsuccessful.

State of California, Labor & Workforce Development Agency Web URL:

<http://www.dir.ca.gov/Private-Attorneys-General-Act/Private-Attorneys-General-Act.html>

[X] BY ONLINE SUBMISSION

The foregoing documents were transmitted to the California Labor and Workforce Development Agency through the online system established for the submission of notices and documents, in conformity with California Labor Code section 2699(l). I did not receive, within a reasonable time after the transmission, any electronic message or other indication that the transmission was unsuccessful.

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[X] STATE

I declare under penalty of perjury under the laws of the State of California that the above is true and correct.

Executed on February 5, 2026, at Glendale, California.



Lina Sarkisian