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and the Settlement Class

**SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE 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

Honorable Theodore C. Zayner
Department 19

CLASS ACTION

**[PROPOSED] FINAL APPROVAL
ORDER AND JUDGMENT**

Date: July 22, 2026
Time: 1:30 p.m.
Department: 19

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

1 This matter has come before the Honorable Theodore C. Zayner, in Department 19 of the
2 above-entitled Court, located at 191 North First Street, San Jose, CA 95113, on July 22, 2026 at
3 1:30 p.m., on Plaintiff Rashon Hayes’ (“Plaintiff”) Motion for Final Approval of Class Action
4 and PAGA Settlement, Class Attorneys’ Fees and Expenses, and Incentive Award (“Motion for
5 Final Approval”). Lawyers *for* Justice, PC, appeared on behalf of Plaintiff and the Settlement
6 Class Member, and Sidley Austin appeared on behalf of Defendant The Container Store, Inc.
7 (“Defendant”).

8 On February 5, 2026, the Court entered the Order Granting Preliminary Approval of
9 Class Action and PAGA Settlement (“Preliminary Approval Order”), thereby preliminarily
10 approving the settlement of the above-entitled action in accordance with the Settlement
11 Agreement and Release of Class and Representative Action Claims (“Settlement,” “Agreement,”
12 or “Settlement Agreement”), which, together with the exhibits annexed thereto set forth the
13 terms and conditions for settlement of the Action.

14 Having reviewed the Settlement Agreement and duly considered the parties’ papers and
15 oral argument, and good cause appearing,

16 **THE COURT HEREBY ORDERS, ADJUDGES, AND DECREES AS FOLLOWS:**

- 17 1. The Motion for Final Approval is granted in its entirety.
- 18 2. This Final Approval Order and Judgment incorporates by reference the definitions
19 in the Settlement Agreement and Preliminary Approval Order, and all capitalized terms used, but
20 not defined, herein shall have the same meanings as in the Settlement Agreement and
21 Preliminary Approval Order.
- 22 3. Unless otherwise specified, all citations and references to the PAGA statute that
23 are contained within this motion and supporting papers are to the former version of the PAGA
24 statute prior to the recent amendment effective July 1, 2024; the amended PAGA statute does not
25 apply to the above-captioned action and the Settlement pursuant to California Labor Code §
26 2699, subd. (v), as amended, because the above-captioned action was filed prior to June 19,
27 2024.

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1 4. This Court has jurisdiction over the Class Members as it pertains to the Action
2 and the claims asserted in the Action, the Court also has jurisdiction over all Parties to the Action
3 as it pertains to the Action and the claims asserted in the Action.

4 5. The Court finds that the applicable requirements of California Code of Civil
5 Procedure section 382 and California Rule of Court 3.769, *et seq.* have been satisfied, for
6 settlement purposes only, with respect to the Settlement Class Member and the Settlement. The
7 Court hereby makes final its earlier provisional certification of the Settlement Class Member for
8 settlement purposes, as set forth in the Preliminary Approval Order. The term Settlement Class
9 Member is hereby defined to include: all individuals who are or were employed by Defendant as
10 an hourly-paid or non-exempt employee in California during the Class Period (“Settlement Class
11 Member(s)” or “Class Members”).

12 6. The term “PAGA Settlement Group Members” is hereby defined to consist of the
13 following individuals: all individuals who are or were employed by Defendant as an hourly-paid
14 or non-exempt employee in California during the PAGA Period.

15 7. The Court finds that the Court-approved Notice of Class Action Settlement
16 (“Class Notice”) that was provided to the Class Members, fully and accurately informed the
17 Class Members of all material elements of the Settlement, of their opportunity to participate in
18 the Settlement, object to or comment on the Class Settlement, or to seek exclusion from the Class
19 Settlement; the Class Notice was the best notice practicable under the circumstances; was valid,
20 due, and sufficient notice to all Class Members; and complied fully with the laws of the State of
21 California, the United States Constitution, due process and other applicable law. The Class
22 Notice fairly and adequately described the Settlement and provided the Class Members with
23 adequate instructions and a variety of means to obtain additional information.

24 8. Pursuant to California law, the Court hereby grants final approval to the
25 Settlement and finds that it is fair, reasonable, and adequate, and in the best interests of the
26 Settlement Class Members as a whole. More specifically, the Court finds that the Settlement
27 was reached following meaningful formal and informal discovery and investigation conducted
28 by Lawyers *for* Justice, PC (“Class Counsel”), and that the Settlement is the result of serious,

1 informed, adversarial, and arms-length negotiations between the Parties. In so finding, the Court
2 has considered all of the evidence presented, including evidence regarding the strength of
3 Plaintiff's claims; the risk, expense, and complexity of pursuing the claims presented; the likely
4 duration of further litigation; the amount offered in the Settlement; the extent of investigation
5 and discovery completed; and the experience and views of Class Counsel. The Court finds that
6 the Settlement, including the monetary allocations and payments, appear within the range of
7 reasonableness, and that the monetary recovery to the Class is fair, adequate, and reasonable
8 when balanced against the probable outcome of further litigation relating to certification,
9 liability, and damages issues. The Court has further considered the absence of any objections to
10 the Class and PAGA Action Settlement submitted by Class Members. Accordingly, the Court
11 hereby directs that the Settlement be affected in accordance with the Settlement Agreement and
12 the following terms and conditions.

13 9. A full opportunity has been afforded to the Class Members to participate in the
14 Final Approval Hearing, and all Class Members and other persons wishing to be heard have been
15 heard. The Class Members also have had a full and fair opportunity to exclude themselves from
16 the Class Settlement. Accordingly, the Court determines that Plaintiff and all Class Members
17 who did not submit a timely and valid Opt Out from the Class Settlement ("Settlement Class
18 Members"), individually and on behalf of their respective successors, assigns, agents, attorneys,
19 executors, heirs and personal representatives, are bound by the Class Settlement and by this Final
20 Approval Order and Judgment, and thereby, as of the Effective Date, shall fully and finally
21 release and discharge the Released Parties, and each of them, from the Released Class Claims.

22 10. The Court finds that Plaintiff Rashon Hayes has satisfied the prerequisites under
23 the California Private Attorneys General Act (Cal. Labor Code § 2698, et seq.) ("PAGA"),
24 including, and not limited to, providing the California Labor and Workforce Development
25 Agency ("LWDA") and Defendant with notice of the specific provisions of the California Labor
26 Code alleged to have been violated, including, and not limited to, the facts and theories to
27 support the alleged violations, in conformity with California Labor Code § 2699.3(a). The Court
28 also finds that the Settlement Agreement has been submitted to the LWDA in conformity with

1 California Labor Code § 2699(1)(2). Pursuant to California Labor Code § 2699(1)(2), the Court
2 has also considered and reviewed the PAGA Settlement and the allocation of \$250,000.00
3 toward civil penalties under the California Private Attorneys General Act of 2004 (“PAGA
4 Payment”), and the Court finds that they are fair, reasonable, and appropriate, and hereby
5 approved. The Settlement Administrator shall distribute the PAGA Payment as follows: the
6 amount of \$187,500.00 to the LWDA (“LWDA Payment”), and the amount of \$62,500.00 to the
7 PAGA Settlement Group Members, in accordance with the terms and methodology set forth in
8 the Agreement.

9 11. The Court determines that, Plaintiff Rashon Hayes, the State of California (with
10 respect to PAGA Settlement Group Members), and all PAGA Settlement Group Members,
11 individually and on behalf of their respective successors, assigns, agents, attorneys, executors,
12 heirs and personal representatives, are bound by the PAGA Settlement and this Final Approval
13 Order and Judgment, and thereby, as of the Effective Date, shall fully and finally release and
14 discharge the Released Parties, and each of them, from the Released PAGA Claims.

15 12. The Court hereby directs that the Settlement be affected in accordance with the
16 Settlement Agreement, Preliminary Approval Order, and the terms and conditions set forth
17 herein.

18 13. The Court finds that payment of Administrative Expenses in the amount of
19 \$20,609.00 to Simpluris, Inc. (“Simpluris” or “Settlement Administrator”), is appropriate for the
20 services performed and costs incurred and to be incurred for the notice and settlement
21 administration process, and is hereby approved. It is hereby ordered that the Settlement
22 Administrator shall issue payment to itself in the amount of \$20,609.00, in accordance with the
23 terms and methodology set forth in the Settlement Agreement.

24 14. The Court finds that the Incentive Award in the amount of \$14,000.00 to Plaintiff
25 Rashon Hayes is fair and reasonable and hereby approved. It is hereby ordered that the
26 Settlement Administrator issue payment in the amount of \$14,000.00 to Plaintiff Rashon Hayes
27 for his Incentive Award, according to the terms set forth in the Settlement Agreement.

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1 15. The Court finds that attorneys' fees in the amount of \$875,000.00 to Class
2 Counsel falls within the range of reasonableness and that the results achieved justify the award
3 sought, and is hereby approved. It is hereby ordered that the Settlement Administrator issue
4 payment in the amount of \$875,000.00 to Class Counsel for attorneys' fees, in accordance with
5 the terms and methodology set forth in the Settlement Agreement.

6 16. The Court finds that reimbursement of litigation costs and expenses in the amount
7 of \$30,680.83 to Class Counsel is reasonable, and hereby approved. It is hereby ordered that the
8 Settlement Administrator issue payment in the amount of \$30,680.83 to Class Counsel for
9 reimbursement of litigation costs and expenses, in accordance with the terms and methodology
10 set forth in the Settlement Agreement.

11 17. It is hereby ordered that within thirty (30) calendar days after the Effective Date,
12 Defendant shall deposit 50% of the Gross Settlement Amount (\$1,250,000.00) and the associated
13 Employer Taxes into an account established by the Settlement Administrator, in accordance with
14 the terms and methodology set forth in the Settlement Agreement. No later than 365 days after
15 the entry of the Order and Final Judgment, Defendant shall deposit the remaining 50% of the
16 Gross Settlement Amount (\$1,250,000.00) and the associated Employer Taxes into an account
17 established by the Settlement Administrator, in accordance with the terms and methodology set
18 forth in the Settlement Agreement.

19 18. It is hereby ordered that within ten (10) calendar days following the first payment
20 of 50% of the Gross Settlement Amount and associated Employer Taxes, the Settlement
21 Administrator will issue payments as follows: (a) checks in the amount of 50% of each
22 Individual Settlement Payments to Settlement Class Members, (b) Individual PAGA Payment to
23 PAGA Settlement Group Members, (c) LWDA Payment to the LWDA, and (d) Incentive Award
24 to Plaintiff. Within ten (10) calendar days following the second payment of 50% of the Gross
25 Settlement Amount and associated Employer Taxes, the Settlement Administrator will issue
26 payments as follows: (a) checks in the amount of 50% of each Individual Settlement Payments to
27 Settlement Class Members, (b) Class Attorneys' Fees and Expenses to Class Counsel, and (c)

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Administrative Expenses to the Settlement Administrator, in accordance with terms and methodology set forth in the Settlement Agreement.

19. The funds associated with checks issued to Settlement Class Members and PAGA Settlement Group Members that have not been cashed or deposited within the 180-day period shall be transmitted to Legal Aid at Work as a *cy pres* recipient pursuant to California Code of Civil Procedure 384. All Settlement Class Members shall be bound by the terms and conditions of the Class Settlement regardless of whether or not they cash or otherwise negotiate their Individual Settlement Payment checks.

20. After entry of this Final Approval Order and Judgment, pursuant to California Rules of Court, Rule 3.769(h), the Court shall retain jurisdiction to construe, interpret, implement, and enforce the Settlement Agreement, Preliminary Approval Order, and this Final Approval Order and Judgment, to hear and resolve any contested challenge to a claim for settlement benefits, and to supervise and adjudicate any dispute arising from or in connection with the distribution of settlement benefits.

21. Individualized notice of this Final Approval Order and Judgment is not required. The Settlement Administrator shall post a copy of the Final Approval Order and Judgment on the Settlement Administrator's website for a period of at least sixty (60) calendar days after the date of entry of this Final Approval Order and Judgment.

22. A Final Compliance Hearing is set for _____ at _____ a.m./p.m. in Department 19. Class Counsel shall submit the Settlement Administrator's accounting report regarding the status of the funding and disbursement of the Settlement at least five (5) court days prior to the Final Compliance Hearing.

IT IS SO ORDERED.

DATE: _____

The Honorable Theodore C. Zayner
Judge of the Santa Clara County Superior
Court of California