

Edwin Aiwazian (SBN 232943)
Arby Aiwazian (SBN 269827)
Elizabeth Parker-Fawley (SBN 301592)
LAWYERS for JUSTICE, PC
450 North Brand Blvd., Suite 900
Glendale, California 91203
Tel: (818) 265-1020 / Fax: (818) 265-1021

Attorneys for Plaintiff Rashon Hayes

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

Honorable Theodore C. Zayner
Department 19

CLASS ACTION

**[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
- 2
- 3
- 4
- 5
- 6
- 7
- 8
- 9
- 0
- 1
- 2
- 3
- 4
- 5
- 6
- 7
- 8
- 9
- 0
- 1
- 2
- 3
- 4
- 5
- 6
- 7
- 8

- 2
- 3
- 4
- 5
- 6
- 7
- 8
- 9
- 0
- 1
- 2
- 3
- 4
- 5
- 6
- 7
- 8
- 9
- 0
- 1
- 2
- 3
- 4
- 5
- 6
- 7
- 8

6
7
8
9
0
1
2
3
4
5
6
7
8
9
0
1
2
3
4
5
6
7
8

- 1
- 2
- 3
- 4
- 5
- 6
- 7
- 8
- 9
- 10
- 11
- 12
- 13
- 14
- 15
- 16
- 17
- 18

4
5
6
7
8
9
10
11
12
13
14
15
16
17
18

21
22
23
24
25
26
27
28

28

1 balanced against the probable outcome of further litigation relating to certification, liability, and
2 damages issues.

3 5. The Court concludes that, for settlement purposes only, the proposed Class meets the
4 requirements for certification under section 382 of the California Code of Civil Procedure in that: (a)
5 the Class is ascertainable and so numerous that joinder of all members of the Class is impracticable; (b)
6 common questions of law and fact predominate, and there is a well-defined community of interest
7 amongst the members of the Class with respect to the subject matter of the litigation; (c) Plaintiff's
8 claims are typical of the claims of the members of the Class; (d) Plaintiff will fairly and adequately
9 protect the interests of the members of the Class; (e) a class action is superior to other available methods
10 for the efficient adjudication of the controversy; and (f) Class Counsel are qualified to act as counsel
11 for Plaintiff individually and as the Class Representative.

12 6. The Court provisionally certifies, for settlement purposes only, the following class
13 ("Settlement Class"): All individuals who are or were employed by Defendant as an hourly-paid or non-
14 exempt employee in California from February 10, 2016 through June 6, 2024. Excluded from the
15 Settlement Class will be any Class Member who sends the Settlement Administrator a timely and valid
16 request for exclusion from the Settlement.

17 7. "PAGA Settlement Group Members" shall be all individuals who are or were employed
18 by Defendant as an hourly-paid or non-exempt employee in California from February 12, 2019 to June
19 6, 2024 ("PAGA Release Period").

20 8. The Court finds, for settlement purposes only, that the Class meets the requirements
21 for certification under California Code of Civil Procedure section 382 in that: (1) the Class is so
22 numerous that joinder is impractical; (2) there are questions of law and fact that are common, or of
23 general interest, to all Class Members, which predominate over individual issues; (3) Plaintiff's claims
24 are typical of the claims of the Class Members; (4) Plaintiff and Class Counsel will fairly and adequately
25 protect the interests of the Class Members; and (5) a class action is superior to other available methods
26 for the fair and efficient adjudication of the controversy.

27 9. The Court provisionally appoints Plaintiff as the Class Representative.

28 ///

1 10. The Court provisionally appoints Plaintiff's Counsel Edwin Aiwazian, Arby Aiwazian,
2 and Elizabeth Parker-Fawley of Lawyers for Justice, PC as Class Counsel.

3 11. The Court appoints Simpluris, Inc. as the Settlement Administrator to handle the
4 administration of the Settlement. The Settlement Administrator shall perform services and duties as
5 provided for in the Settlement, including, but not limited to, mailing the Class Notice via first-class
6 U.S. Mail to Class Members.

7 12. The Court approves the Class Notice in substantially similar form and content as is
8 attached hereto as **Exhibit A**. The Court finds, on a preliminary basis, that the plan for distribution of
9 the Class Notice satisfies due process, provides the best notice practicable under the circumstances, and
10 constitutes due and sufficient notice to all persons entitled thereto. The Court hereby preliminarily
11 approves the proposed procedure, set forth in the Settlement Agreement, for seeking exclusion from
12 the Class Settlement. Any Class Member who submits a timely and valid Opt Out will not be a Class
13 Participant and will not have any right to object, appeal, or comment on the Class Settlement. Class
14 Members who do not submit a timely and valid Opt Out by the Response Deadline shall be bound by
15 the terms of the Settlement, any Court order approving the terms of the Settlement, and the Final
16 Approval Order and Judgment entered thereon. PAGA Settlement Group Members shall be bound to
17 the PAGA Settlement irrespective of whether they exercise their option to opt out of the Class
18 Settlement.

19 13. The obligations set forth in the Settlement are deemed part of this Preliminary
20 Approval Order, and the Parties and Administrator are ordered to carry out the Settlement according
21 to its terms and provisions.

22 14. A final approval hearing on the question of whether to approve the proposed
23 Settlement, Class Attorneys' Fees and Expenses, Administrative Expenses, the PAGA Payment, and
24 the Incentive Award is hereby set in accordance with the Implementation Schedule set forth on the
25 following page.

26 ///

27 ///

28 ///

Defendant to provide the Settlement Administrator with Class Data and PAGA Group Member Data	Within 28 calendar days after entry of this Preliminary Approval Order:
Settlement Administrator to mail the Class Notice	Within 42 calendar days after entry of this Preliminary Approval Order:
Response Deadline for Class Members	Within 60 calendar days after the Settlement Administrator mails the Class Notice (extended by 5 calendar days for any re-mailed initial Class Notices):
Last Day to File a Motion for Final Settlement Approval	At least 16 court days before the Final Approval Hearing:
Final Approval Hearing	

15. The Court reserves the right to continue the date of the Final Approval Hearing without further notice to Class Members.

16. The Settlement is preliminarily approved but is not an admission by Defendant of the validity of any claims in this class action, or of any wrongdoing by Defendant or of any violation of law. Neither the Settlement nor any related document shall be offered or received in evidence in any civil, criminal, or administrative action or proceeding other than as may be necessary to consummate or enforce the Settlement.

17. In the event the Settlement does not become effective in accordance with the terms of the Settlement Agreement, or the Settlement is not finally approved, or is terminated, cancelled, or fails to become effective for any reason, this Order shall be rendered null and void, shall be vacated, and the Parties shall revert back to their respective positions as of before entering into the Settlement Agreement.

IT IS SO ORDERED.

DATED: _____

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

EXHIBIT A

COURT APPROVED NOTICE OF CLASS AND REPRESENTATIVE ACTION SETTLEMENT AND HEARING DATE FOR FINAL COURT APPROVAL

The Superior Court for the State of California authorized this Notice. Read it carefully! It's not junk mail, spam, an advertisement, or solicitation by a lawyer. You are not being sued.

Hayes v. The Container Store, Inc., Santa Clara Superior Court Case No. 20CV363825

You may be eligible to receive money from an employee class action and Private Attorneys General Act lawsuit ("Action") against The Container Store, Inc. ("The Container Store" or "Defendant") for alleged wage and hour violations. The Action was filed by a former employee, Rashon Hayes ("Plaintiff"), and seeks payment of unpaid wages, statutory and civil penalties, reimbursement of business expenses, and other relief for a class of individuals who worked for Defendant as hourly-paid or non-exempt employees in California during the Class Period (February 10, 2016 to June 6, 2024)("Class Members").

The proposed Settlement is a class and Private Attorneys General Act ("PAGA") Settlement requiring The Container Store to fund Individual Settlement Amounts and PAGA Payments.

Based on The Container Store's records, and the Parties' current assumptions, **your Individual Settlement Amount is estimated to be \$_____ (less withholding)**. The actual amount you may receive likely will be different and will depend on a number of factors.

Based on The Container Store's records, and the Parties' current assumptions, **your Individual PAGA Amount is estimated to be \$_____**. The actual amount you may receive likely will be different and will depend on a number of factors.

The above estimates are based on The Container Store's records showing that **you worked _____ Workweeks** during the Class Period (February 10, 2016 to June 6, 2024) and _____ **Pay Periods** during PAGA Period (February 12, 2019 to June 6, 2024). If you believe that you worked more workweeks during this period, you can submit a challenge by the Response Deadline. See Section 4 of this Notice.

The Court has preliminarily approved the proposed Settlement and approved this Notice. The Court has not yet decided whether to grant final approval. Your legal rights are affected whether you choose to act or to not act. Read this Notice carefully. You will be deemed to have carefully read and understood it. At the Final Approval Hearing, the Court will decide whether to finally approve the Settlement and how much of the Settlement will be paid to Plaintiff and Plaintiff's attorneys ("Class Counsel"). The Court will also decide whether to enter a judgment that requires The Container Store to make payments under the Settlement and requires Class Members and PAGA Settlement Group Members to give up their rights to assert certain claims against The Container Store.

If you worked for The Container Store during the Class Period and/or the PAGA Period, you have two basic options under the Settlement:

- (1) **Do Nothing.** You don't have to do anything to participate in the proposed Settlement and be eligible for an Individual Settlement Amount. As a Class Participant, though, you will give up your right to assert the Released Class Claims against The Container Store.
- (2) **Opt-Out of the Class Settlement.** You can exclude yourself from the Class Settlement

(Opt Out) by submitting a written request for exclusion or otherwise notifying the Administrator, defined below, in writing. If you opt-out of the Settlement, you will not receive an Individual Settlement Amount. You will, however, preserve your right to personally pursue Class Period wage claims against The Container Store.

The Container Store will not retaliate against you for any actions you take with respect to the proposed Settlement.

SUMMARY OF YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT

You Don't Have to Do Anything to Participate in the Settlement	If you do nothing, you will be a Class Participant, eligible for an Individual Settlement Amount. In exchange, you will give up your right to assert the wage claims against The Container Store that are covered by this Settlement (Released Class Claims).
You Can Opt-Out of the Class Settlement The Response Deadline is _____	If you don't want to fully participate in the proposed Settlement, you can opt-out of the Class Settlement by sending the Administrator a written request for exclusion. Once excluded, you will be a Non-Class Participant and no longer eligible for an Individual Settlement Amount. Non-Class Participants cannot object to any portion of the proposed Settlement. See Section 6 of this Notice. PAGA Settlement Group Members cannot opt out of or object to the PAGA Settlement, will be eligible to receive an Individual PAGA Payment, and will release the Released PAGA Claims.
Class Participants Can Object to the Class Settlement Written Objections Must be Submitted by _____	All Class Members who do not opt-out ("Class Participants") can object to any aspect of the proposed Settlement. The Court's decision whether to finally approve the Settlement will include a determination of how much will be paid to Class Counsel and Plaintiff who pursued the Action on behalf of the Class. You are not personally responsible for any payments to Class Counsel or Plaintiff, but every dollar paid to Class Counsel and Plaintiff reduces the overall amount paid to Class Participants. You can object to the amounts requested by Class Counsel or Plaintiff if you think they are unreasonable. See Section 7 of this Notice.
You Can Participate in the _____ Final Approval Hearing	The Court's Final Approval Hearing is scheduled to take place on _____. You don't have to attend, but you do have the right to appear (or hire an attorney to appear on your behalf at your own cost), in person, by telephone or by using the Court's virtual appearance platform. Class Participants can verbally object to the Settlement at the Final Approval Hearing. See Section 8 of this Notice.
You Can Challenge the Calculation of Your Workweeks and/or Pay Periods Written Challenges Must be Submitted by _____	The amount of your Individual Settlement Amount and/or Individual PAGA Payment depends on how many Workweeks you worked at least one day during the Class Period and how many Pay Periods you worked at least one day during the PAGA Period. The number of Workweeks and Pay Periods you worked according to The Container Store's records is stated on the first page of this Notice. If you disagree with these numbers, you must challenge them by _____. See Section 4 of this Notice.

1. WHAT IS THE ACTION ABOUT?

Plaintiff is a former The Container Store employee. The Action alleges that The Container Store violated California labor laws by failing to pay overtime wages, minimum wages, wages due upon termination and reimbursable expenses and failing to provide meal periods, rest breaks and accurate itemized wage statements. Plaintiff is represented by attorneys in the Action: Edwin Aiwarzian, Arby Aiwarzian, and Elizabeth Parker-Fawley of Lawyers for Justice, PC (“Class Counsel”).

The Container Store strongly denies violating any laws or failing to pay any wages and contends it complied with all applicable laws. The Container Store is represented by attorneys Wendy Lazerson, Natali Wyson and Sophie Green of Sidley Austin LLP.

2. WHAT DOES IT MEAN THAT THE ACTION HAS SETTLED?

So far, the Court has made no determination whether The Container Store or Plaintiff is correct on the merits. In the meantime, Plaintiff and The Container Store hired an experienced, neutral mediator, Paul Grossman, in an effort to resolve the Action by negotiating a settlement rather than continuing the expensive and time-consuming process of litigation. The negotiations were successful. Plaintiff and The Container Store have negotiated a proposed Settlement that is subject to the Court’s Final Approval. Both sides agree the proposed Settlement is a compromise of disputed claims. By agreeing to settle, The Container Store does not admit to any violations of the law or concede the merit of any alleged claims.

The Court preliminarily approved the proposed Settlement as fair, reasonable and adequate, authorized this Notice, and scheduled a hearing to determine Final Approval.

3. WHAT ARE THE IMPORTANT TERMS OF THE PROPOSED SETTLEMENT?

- i. The Container Store Will Pay \$2,500,000 as the Gross Settlement Amount (“Gross Settlement”). The Container Store has agreed to deposit the Gross Settlement into an account controlled by the Administrator of the Settlement in two (2) installments. The Administrator will use the Gross Settlement Amount to pay the Individual Settlement Amounts, Class Representative Incentive Award, Class Attorney’s Fees and Expenses, and the Administrative Expenses. Assuming the Court grants Final Approval, The Container Store will fund 50% of the Gross Settlement not more than 30 days after the Judgment entered by the Court becomes final. The Judgment will be final on the date the Court enters Judgment, or a later date if Class Participants object to the proposed Settlement or the Judgment is appealed. The Container Store will fund the remaining 50% of the Gross Settlement not more than 365 days after the Judgment becomes final.
- ii. Court Approved Deductions from Gross Settlement. At the Final Approval Hearing, Plaintiff and/or Class Counsel will ask the Court to approve the following deductions from the Gross Settlement, the amounts of which will be decided by the Court at the Final Approval Hearing:
 - A. Up to \$875,000 (35% of the Gross Settlement) to Class Counsel for attorneys’ fees and their litigation costs and expenses incurred. To date, Class Counsel have worked and incurred expenses on the Action without payment.
 - B. Up to \$14,000.00 as an Incentive Award for Plaintiff for filing the Action, working with Class Counsel, and representing the Class. The Incentive Award will be the only monies Plaintiff will receive other than Plaintiff’s Individual Settlement Amount and any Individual PAGA Payment.

C. Up to \$21,000.00 to the Administrator for services administering the Settlement.

D. Up to \$250,000.00 for the PAGA Payment, to be distributed 75% to the California Labor and Workforce Development Agency (“LWDA”) and 25% to the PAGA Settlement Group.

Class Participants have the right to object to any of these deductions. The Court will consider all objections.

- iii. Net Settlement Distributed to Class Members. After making the above deductions in amounts approved by the Court, the Administrator will distribute the rest of the Gross Settlement (the “Net Settlement”) by calculating Individual Settlement Amounts to Class Participants based on their Class Period Workweeks.
- iv. Taxes Owed on Payments to Class Members. Plaintiff and The Container Store are asking the Court to approve an allocation of 20% of each Individual Settlement Amount to taxable wages (“Wage Portion”) and 80% to statutory penalties, non-wage damages, and interest (“Non-Wage Portion.”). The Wage Portion is subject to withholdings and will be reported on IRS W-2 Forms. The Container Store will separately pay employer payroll taxes it owes on the Wage Portion. The Administrator will report the Non-Wage Portions of the Individual Settlement Amounts on IRS 1099 Forms.

Although Plaintiff and The Container Store have agreed to these allocations, neither side is giving you any advice on whether your Payments are taxable or how much you might owe in taxes. You are responsible for paying all taxes (including penalties and interest on back taxes) on any Payments received from the proposed Settlement. You should consult a tax advisor if you have any questions about the tax consequences of the proposed Settlement.

- v. Need to Promptly Cash Payment Checks. The front of every check issued for Individual Settlement Amounts will show the date when the check expires (the void date). If you don’t cash it by the void date, your check will be automatically cancelled, and the monies will irrevocably lost to you because they will be paid to a non-profit organization or foundation (“Cy Pres”).
- vi. Requests for Exclusion from the Class Settlement (Opt-Outs). You will be treated as a Class Participant, participating fully in the Class Settlement, unless you notify the Administrator in writing, not later than , that you wish to opt-out. The Request for Exclusion must be a signed letter from a Class Member or his/her representative setting forth a Class Member’s name, present address, telephone number, and a simple statement electing to be excluded from the Settlement. Opt Outs will not receive Individual Settlement Amounts, but will preserve their rights to personally pursue wage and hour claims against The Container Store.
- vii. The Proposed Settlement Will be Void if the Court Denies Final Approval. It is possible the Court will decline to grant Final Approval of the Settlement or decline enter a Judgment. It is also possible the Court will enter a Judgment that is reversed on appeal. Plaintiff and The Container Store have agreed that, in either case, the Settlement will be void: The Container Store will not pay any money and Class Members will not release any claims against The Container Store.
- viii. Administrator. The Court has appointed a neutral company, Simpluris, Inc. (the “Administrator”) to send this Notice, calculate and make payments, and process Class Members’ Opt-Outs. The Administrator will also decide Class Member Challenges over Workweeks, mail and re-mail settlement checks and tax forms, and perform other tasks

necessary to administer the Settlement. The Administrator's contact information is contained in Section 9 of this Notice.

- ix. Class Participants' Release. After the Judgment is final and The Container Store has fully funded the Gross Settlement and separately paid all employer payroll taxes, Class Participants will be legally barred from asserting any of the claims released under the Settlement. This means that unless you opted out by validly excluding yourself from the Class Settlement, you cannot sue, continue to sue, or be part of any other lawsuit against The Container Store or related entities for claims based on the Class Period facts, as alleged in the Action and resolved by this Settlement. The Class Participants will be bound by the following release:

"Released Class Claims" shall mean those claims arising out of or related to the allegations set forth in the Complaint, including any and all claims arising from the same nucleus of facts that were or could have been raised in the Complaint, which arose at any time during the Class Period, including but not limited to claims for alleged : (1) unpaid overtime in violation of Labor Code sections 510 and 1198; (2) unpaid meal period premiums in violation of Labor Code sections 226.7 and 512(a); (3) unpaid rest period premiums in violation of Labor Code section 226.7; (4) unpaid minimum wages in violation of Labor Code sections 1194, 1197, and 1197.1; (5) final wages not being timely paid in violation of Labor Code sections 201-203; (6) wages not being timely paid during employment in violation of Labor Code section 204; (7) non-compliant wage statements in violation of Labor Code section 226(a); (8) failure to keep requisite payroll records in violation of Labor Code 1174(d); (9) unreimbursed business expenses in violation of Labor Code sections 2800 and 2802, including but not limited to expenses incurred for uniform and dress code, internet service, telephone service, telecommunications equipment, cost of any home office equipment (such as, without limitation, computers, printers, scanners, monitors, and headsets, et cetera), office supplies, electricity and other utility bills, rental value of home office space, and late payment charges or fees assessed to corporate credit cards; (10) deceptive, fraudulent, or otherwise unlawful business practices based on the foregoing in violation of California's Unfair Competition Law (Bus. & Prof. Code, §§ 17200–17210); and (11) statutory penalties based on the foregoing pursuant to Labor Code sections 210, 218.5, 558, 2699 and Code of Regulations Title 8 section 11010, et seq.; and (12) liquidated damages, penalties, interest, attorneys' fees, and costs based on the foregoing.

- x. PAGA Settlement Group Release. After the Judgment is final and The Container Store has fully funded the Gross Settlement, PAGA Settlement Group Members will be legally barred from asserting any of the claims released under the Settlement. If you are a PAGA Settlement Group Member, even if you validly opted out of the Class Settlement, you will be bound by the following release:

"Released PAGA Claims" shall mean any and all claims for civil penalties under the PAGA arising out of or related to the allegations set forth in the

Complaint and/or PAGA notice to the LWDA, including any and all claims arising from the same nucleus of facts that were or could have been raised in the Complaint and/or PAGA notice to the LWDA, which arose at any time during the PAGA Period, including but not limited to claims for: (1) unpaid overtime in violation of Labor Code sections 510 and 1198; (2) unpaid meal period premiums in violation of Labor Code sections 226.7 and 512(a); (3) unpaid rest period premiums in violation of Labor Code section 226.7; (4) unpaid minimum wages in violation of Labor Code sections 1194, 1197, and 1197.1; (5) final wages not being timely paid in violation of Labor Code sections 201-203; (6) wages not being timely paid during employment in violation of Labor Code section 204; (7) non-compliant wage statements in violation of Labor Code section 226(a); (8) failure to keep requisite payroll records in violation of Labor Code 1174(d); and (9) unreimbursed business expenses in violation of Labor Code sections 2800 and 2802, including but not limited to expenses incurred for uniform and dress code, internet service, telephone service, telecommunications equipment, cost of any home office equipment (such as, without limitation, computers, printers, scanners, monitors, and headsets, et cetera), office supplies, electricity and other utility bills, rental value of home office space, and late payment charges or fees assessed to corporate credit cards.

4. HOW WILL THE ADMINISTRATOR CALCULATE MY PAYMENT?

Individual Settlement Amounts. The Administrator will calculate Individual Settlement Amounts by (a) dividing the Net Settlement Amount by the total number of Workweeks worked by all Class Participants, and (b) multiplying the result by the number of Workweeks worked by each individual Class Participant.

Workweek Challenges. The number of Class Workweeks you worked during the Class Period, as recorded in The Container Store's records, are stated in the first page of this Notice. You have until to challenge the number of Workweeks. You can submit your challenge by signing and sending a letter to the Administrator via mail, email or fax. Section 9 of this Notice has the Administrator's contact information.

You need to support your challenge by sending copies of pay stubs or other records. The Administrator will accept The Container Store's calculation of Workweeks based on The Container Store's records as accurate unless you send copies of records containing contrary information. You should send copies rather than originals because the documents will not be returned to you. The Administrator will resolve Workweek challenges based on your submission and on input from Class Counsel (who will advocate on behalf of Class Participants) and The Container Store's Counsel. The Administrator's decision is final. You can't appeal or otherwise challenge its final decision.

5. HOW WILL I GET PAID?

The Administrator will send, by U.S. mail, a single check to every Class Participant (i.e., every Class Member who doesn't opt-out) and PAGA Settlement Group Member.

Your check will be sent to the same address as this Notice. If you change your address, be sure to notify the Administrator as soon as possible. Section 9 of this Notice has the Administrator's contact information.

6. HOW DO I OPT-OUT OF THE CLASS SETTLEMENT?

Submit a written and signed letter with your name, present address, telephone number, and a simple statement that you do not want to participate in the Settlement. Be sure to personally sign your request, identify the Action as *Hayes v. The Container Store, Inc.*, and include your identifying information (full name, address, telephone number, approximate dates of employment, and social security number for verification purposes). You must make the request yourself. If someone else makes the request for you, it will not be valid. **The Administrator must be sent your request to be excluded by [REDACTED], or it will be invalid.** Section 9 of the Notice has the Administrator's contact information.

7. HOW DO I OBJECT TO THE SETTLEMENT?

Only Class Participants have the right to object to the Settlement. Before deciding whether to object, you may wish to see what Plaintiff and The Container Store are asking the Court to approve. At least [REDACTED] days before the [REDACTED] Final Approval Hearing, Class Counsel and/or Plaintiff will file in Court (1) a Motion for Final Approval that includes, among other things, the reasons why the proposed Settlement is fair, and (2) a Motion for Fees, Litigation Expenses and Service Award stating (i) the amount Class Counsel is requesting for attorneys' fees and litigation expenses; and (ii) the amount Plaintiff is requesting as a Class Representative Service Award. You can also view these documents on the Administrator's Website [REDACTED] or the Court's website _____.

You may object to the proposed settlement in writing. You may also appear at the Final Approval Hearing at your expense, either in person, telephonically, or through an attorney, provided you notify the Court of your intention to do so. All written objections, supporting papers and/or notices of intent to appear at the Final Approval Hearing must (a) clearly identify the case name and number, *Hayes v. The Container Store, Inc.*, Case Number 20CV363825, (b) be submitted to the Court either by mailing the objection to: Clerk of the Court, Superior Court of California, County of Santa Clara, 191 N. 1st Street, San Jose, California 95113, or by filing in person at the same location; (c) also be mailed to the Administrator identified in Section 9 below, and (d) be filed or postmarked on or before [REDACTED]. Your objection must also state (i) what you object to, (ii) the legal and factual arguments supporting your objection, and (iii) your name, current address, telephone number, and the last four digits of your Social Security Number, and your signature.

A Class Participant who disagrees with any aspect of the Agreement, the Motion for Final Approval and/or Motion for Fees, Litigation Expenses and Service Award may wish to object, for example, that the proposed Settlement is unfair, or that the amounts requested by Class Counsel or Plaintiff are too high or too low. **The deadline for sending written objections to the Administrator is [REDACTED].** Be sure to tell the Administrator what you object to, why you object, and any facts that support your objection. Make sure you identify the Action *Hayes v. The Container Store, Inc.* and include your name, current address, telephone number, and approximate dates of employment for The Container Store, and sign the objection.

8. CAN I ATTEND THE FINAL APPROVAL HEARING?

You can, but don't have to, attend the Final Approval Hearing on [REDACTED] at [REDACTED] in

Department 19 of the Santa Clara Superior Court, located at 161 North First Street, San Jose, California 95113. At the Hearing, the judge will decide whether to grant Final Approval of the Settlement and how much of the Gross Settlement will be paid to Class Counsel, Plaintiff, and the Administrator. The Court will invite comment from objectors, Class Counsel, and Defense Counsel before making a decision. You can attend (or hire a lawyer, at your own expense, to attend). Check the Court's website for the most current information.

It's possible the Court will reschedule the Final Approval Hearing. You should check the Court's website (<https://portal.sccscourt.org/search>) beforehand to verify the date and time of the Final Approval Hearing.

9. HOW CAN I GET MORE INFORMATION?

The above is a summary of the basic terms of the Settlement. For the precise terms and conditions of the Settlement, you are referred to the detailed Settlement Agreement, which is on file with the Clerk of the Court. The pleadings and other records in this litigation, including the Settlement Agreement, may be examined at (a) Simpluris's website at [REDACTED], (b) online on the Superior Court of California, County of Santa Clara's Electronic Filing and Service Website at <https://portal.sccscourt.org/search> and entering the Case Number for the Action, Case No. 20CV363825, or (c) in person at Records, Superior Court of California, County of Santa Clara, 191 N. 1st Street, San Jose, California 95113, between the hours of 8:30 a.m. and 4:00 p.m., Monday through Friday, excluding Court holidays and closures, or you may contact Class Counsel or the Settlement Administrator.

DO NOT TELEPHONE THE SUPERIOR COURT TO OBTAIN INFORMATION ABOUT THE SETTLEMENT.

<u>Class Counsel:</u> Edwin Aiwarzian Arby Aiwarzian Elizabeth Parker-Fawley LAWYERS for JUSTICE, PC 450 North Brand Blvd., Suite 900 Glendale, CA 91203 (818) 265-1020	<u>Settlement Administrator:</u> Simpluris, Inc. Email Address: [REDACTED] Mailing Address: [REDACTED] Telephone: [REDACTED]
---	---

10. WHAT IF I LOSE MY SETTLEMENT CHECK?

If you lose or misplace your settlement check before cashing it, the Administrator will replace it as long as you request a replacement before the void date on the face of the original check. If your check is already void you will have no way to recover the money.

11. WHAT IF I CHANGE MY ADDRESS?

To receive your check, you should immediately notify the Administrator if you move or otherwise change your mailing address.