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*Attorneys for Plaintiff Rashon Hayes
and the Settlement Class*

**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,

v.

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

Defendants.

Case No. 20CV363825

CLASS ACTION

Hon. Theodore Zayner

**DECLARATION OF ALINA ISLAS
REGARDING NOTICE AND
SETTLEMENT ADMINISTRATION**

Date: July 22, 2026

Time: 1:30 p.m.

Place: Dept 19

1 **DECLARATION OF ALINA ISLAS**

2 I, ALINA ISLAS, declare the following facts to be true and correct and if called as a witness would
3 testify competently to the same:

4 1. I am employed as a Project Manager by Simpluris, Inc. ("Simpluris"), the claims
5 administrator in the above-entitled action. My business address is 3194-C Airport Loop Drive, Costa
6 Mesa, CA 92626. My telephone number is (714) 640-5606. I am over 21 years of age and authorized
7 to make this declaration on behalf of Simpluris and myself.

8 2. Simpluris is a class action Settlement Administration Company headquartered in
9 Costa Mesa, California. It was founded by individuals who have each managed thousands of
10 Settlements along with professionals in the areas of software development, third-party claims
11 administration, mail-house operations and call center support management.

12 3. Simpluris was appointed by the Court as Settlement Administrator to administer the
13 Settlement in accordance with the terms of the Class Action Settlement Agreement, (the
14 "Settlement"). Simpluris has been responsible, among other things, for: (a) printing and mailing
15 the Notice of Proposed Settlement of Class Action Lawsuit ("Notice Packet"); (b) receiving
16 undeliverable Notice Packets; (c) receiving any requests for exclusion; (d) and answering questions
17 from Class Members. If the Court grants final approval of the Settlement, Simpluris will be
18 responsible, among other things, for: (e) calculating individual Settlement payments, distributing
19 funds, and tax-reporting following final approval; (f) mailing Settlement checks; (g) and for such
20 other tasks as the Parties mutually agree or the Court orders Simpluris to perform.

21 **TOLL FREE TELEPHONE HELPLINE**

22 4. A toll-free telephone number was included in the Class Notice for the purpose of
23 allowing the Class Members to call Simpluris and to make inquiries regarding the Settlement. The
24 system is accessible 24 hours a day, 7 days a week, and will remain in operation throughout the
25 settlement process. Callers have the option to speak with a live call center representative during
26 normal business hours or to leave a message and receive a return call during non-business hours.
27 The toll-free telephone number included in the Class Notice was 1-833-647-3780.
28

NOTIFICATION TO THE CLASS

5. On February 6, 2026, Simpluris received the Court-approved Notice Packet from Plaintiffs' Counsel. The Notice Packet advised Class Members of their right to opt out from the Settlement, object to the Settlement, or do nothing, and the implications of each such action. The Notice Packet advised Class Members of applicable deadlines and other events, including the Final Approval Hearing, and how Class Members could obtain additional information. A true and correct copy of an exemplar Notice is attached hereto as "**Exhibit A**".

6. On February 23, 2026, Counsel for Defendant provided Simpluris with a mailing list containing the name, last known address, Social Security Number, and pertinent employment information during the Class Period for the Class Members. The Class List contained data for 2,456 unique Class Members.

7. The mailing addresses contained in the Class List were processed and updated utilizing the National Change of Address Database ("NCOA") maintained by the U.S. Postal Service. The NCOA contains changes of address filed with the U.S. Postal Service. In the event that any individual had filed a U.S. Postal Service change of address request, the address listed with the NCOA was utilized in connection with the mailing of the Notice Packets.

8. On April 9, 2026, after updating the mailing addresses through the NCOA, Notice Packets were mailed via First Class Mail to 2,456 Class Members contained in the Class List.

9. As of this date, Two hundred and eighty-three (283) Notice Packets were returned by the U.S. Postal Service. For those without a forwarding address, Simpluris performed an advanced address search (i.e. skip trace) on all of these addresses by using Accurint, a reputable research tool owned by Lexis-Nexis. Simpluris used the Class Member's name, previous address and Social Security number to locate a more current address. Sixteen (16) Notice Packets were re-mailed to either a newfound address, with forwarding addresses provided by the U.S. Postal Service or at the request of the Class Member. Ultimately, after additional searches, two hundred and sixty-seven (267) Notice Packets were undeliverable because Simpluris was unable to find a better address.

REQUESTS FOR EXCLUSION, OBJECTIONS AND DISPUTES

10. The deadline for Class Members to submit a Request for Exclusion, Object to the Settlement or Dispute was June 8, 2026.

11. As of this date, Simpluris has not received a Request for Exclusion from a Class Member.

12. As of this date, Simpluris has not received any Objections to the Settlement from a Class Member.

13. As of this date, Simpluris has not received any Disputes regarding work weeks and pay periods from a Class Member.

BREAKDOWN OF SETTLEMENT FUND

14. As of this date, there are 2,456 Participating Class Members who will be paid their portion of the Net Settlement Amount, estimated to be \$1,309,711.00. The Net Settlement Amount available to pay Participating Class Members was determined as follows:

Gross Settlement Amount:	\$2,500,000.00
Less Attorneys' Fees	-\$875,000.00
Less Attorneys Costs	-\$30,680.00
Less Settlement Administration	-\$20,609.00
Less Plaintiff Service Awards	-\$14,000.00
Less PAGA Penalties	-\$62,500.00
<u>Less LWDA Penalties</u>	<u>-\$187,500.00</u>
NET SETTLEMENT AMOUNT	\$1,309,711.00

As of this date, the *highest* Individual Class Payment to be paid is approximately \$3,064.15 and the *average* Individual Class Payment to be paid is approximately \$533.27 and the *lowest* Individual Class Payment to be paid is approximately \$7.18.

As of this date, the *highest* Individual PAGA Payment to be paid is approximately \$147.82 and the *average* Individual PAGA Payment to be paid is approximately \$36.72 and the *lowest* Individual PAGA Payment to be paid is approximately \$1.09.

These amounts are not final since timely responses can be received several days after the June 8, 2026 postmark deadline.

ADMINISTRATION COSTS

15. Simpluris' total costs for services in connection with the administration of this Settlement, including fees incurred and anticipated future costs for completion of the administration, are \$20,609.00. Simpluris' work in connection with this matter will continue with the calculation of the Settlement checks, issuance and mailing of those Settlement checks, etc., and to do the necessary tax reporting on such payments.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct. Executed this 29th day of June, 2026, at Costa Mesa, CA.

Alina Islas
Alina Islas

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

«IMb1ullBarcodeEncoded»

«FirstName» «LastName» «BusinessName»

«Address1» «Address2»

«City», «State» «Zip»

SIMID «SIMID»
«Barcode_236425»

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 \$«MERGED_Class_EstSettAmnt_CALC» (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 \$«MERGED_PAGA_EstSettAmnt_CALC»**. 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 «MERGED_WorkWeeks» Workweeks** during the Class Release Period (February 10, 2016 to June 6, 2024) and **«MERGED_PAGA_PayPeriods» 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 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 June 5, 2026	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 June 5, 2026	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 July 22, 2026 Final Approval Hearing	The Court's Final Approval Hearing is scheduled to take place on July 22, 2026. 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 June 5, 2026	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 June 5, 2026. See Section 4 of this Notice.

1. WHAT IS THE ACTION ABOUT?

Plaintiff is a former The Container Store employee. The Action accuses The Container Store of violating 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 Aiwasian, Arby Aiwasian, 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.

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 any violations or concede the merit of any claims.

Plaintiff and Class Counsel strongly believe the Settlement is a good deal for you because they believe that: (1) The Container Store has agreed to pay a fair, reasonable and adequate amount considering the strength of the claims and the risks and uncertainties of continued litigation; and (2) Settlement is in the best interests of the Class Members. 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 \$2,500,000.00 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 the Gross Settlement not more than [14] days after the Judgment entered by the Court become 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.
- 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 June 5, 2026, 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. Plaintiffs 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: (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); (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 June 5, 2026 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, and approximate dates of employment 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 June 8, 2026, 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 16 days before the July 22, 2026 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 www.simpluris.com/case-search or the Court's website <https://portal.scscourt.org/search>.

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 June 5, 2026.** 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. Section 9 of this Notice has the Administrator's contact information.

Alternatively, a Class Participant can object (or personally retain a lawyer to object at your own cost) by attending the Final Approval Hearing. You (or your attorney) should be ready to tell the

Court what you object to, why you object, and any facts that support your objection. See Section 8 of this Notice (immediately below) for specifics regarding the Final Approval Hearing.

Class members may appear at the final approval hearing in person or remotely by using the link for Department 19 (Afternoon Session), and should review the remote appearance instructions beforehand:

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

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

8. CAN I ATTEND THE FINAL APPROVAL HEARING?

You can, but don't have to, attend the Final Approval Hearing on July 22, 2026 at 1:30 p.m. 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 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.scsccourt.org/search>) beforehand to verify the date and time of the Final Approval Hearing.

9. HOW CAN I GET MORE INFORMATION?

The Agreement sets forth everything The Container Store and Plaintiff have promised to do under the proposed Settlement. The easiest way to read the Agreement, the Judgment or any other Settlement documents is to go to Simpluris' website at www.simpluris.com/case-search. You can also telephone or send an email to Class Counsel or the Administrator using the contact information listed below, or consult the Superior Court website by going to <https://portal.scsccourt.org/search> and entering the Case Number for the Action, Case No. 20CV363825.

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

<u>Class Counsel:</u> Edwin Aiwazian Arby Aiwazian Elizabeth Parker-Fawley LAWYERS for JUSTICE, PC 410 Arden Avenue, Suite 203 Glendale, CA 91203 (818) 265-1020	<u>Settlement Administrator:</u> Simpluris, Inc. Email Address: CaseSupport@simpluris.com Mailing Address: P.O. Box 26170, Santa Ana, CA 92799 Telephone: 833-647-9085
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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.