

NOTICE OF PROPOSED CLASS ACTION SETTLEMENT

Mark Cadigan, et al. v. The Container Store, Inc.
Massachusetts Superior Court, Suffolk County
Civil Action No. 2084CV02119

If you are legally blind, made a purchase at a The Container Store location in the Commonwealth of Massachusetts at any point between July 20, 2011 and August 12, 2026, and attempted to credit a purchase to The Container Store's loyalty program, a proposed Class Action Settlement may affect your rights.

A court authorized this notice. This is not a solicitation from a lawyer.

1. What is this notice about?

The purpose of this notice is to inform you about a proposed settlement of this case, alleging that Defendant The Container Store, Inc. maintained point of sale devices that were not accessible to blind individuals in violation of the Massachusetts Public Accommodations Act, G.L. c. 272, § 98, the Massachusetts Equal Rights Act, G.L. c. 93, § 103, and the Massachusetts Consumer Protection Law, G.L. c. 93A, § 9. The Defendant disputes the Plaintiffs' allegations, but the parties wish to resolve this matter on a class wide basis without further litigation. This settlement is contingent upon Court approval.

The Court has granted preliminary approval of this settlement and has scheduled a hearing to be held on October 29, 2026 at 2:00 p.m. at the Suffolk Superior Court, 3 Pemberton Square, 12th Floor, Boston, MA 02108. At this hearing, the Court will consider whether or not to grant final approval of this settlement.

2. Who is part of the proposed class affected by this proposed settlement?

The Court has preliminarily certified a class for settlement purposes only in this case. The settlement class (i.e., individuals affected by this settlement) is defined as: all legally blind individuals in the Commonwealth of Massachusetts who made purchases at any The Container Store location in the Commonwealth of Massachusetts at any time from July 20, 2011 through August 12, 2026 sought to credit a purchase to a new or existing Loyalty Program account, and encountered a touch screen kiosk or device that lacked non-visual methods for inputting information.

You are therefore a Class Member if you meet **all** of the following requirements:

- You made a purchase at a The Container Store location in the Commonwealth of Massachusetts between July 20, 2011 through August 12, 2026;
- You had a vision-related disability that requires assistive technology to access visual information at the time that you made the purchase;
- You sought to credit the purchase to a new or an existing account with The Container Store's customer loyalty program; and
- You encountered a touch screen point-of-sale kiosk or other device that lacked non-visual methods for inputting information to credit the purchase to a new or existing customer loyalty program account.

3. What are the terms of the proposed settlement?

The Container Store will install and utilize fully accessible point of sale kiosk devices in each of its store locations and will provide formal training to its employees on the use of these fully accessible kiosk devices. The Container Store will also ensure that legally blind and visually impaired customers are invited to utilize the fully

accessible kiosk devices so that these customers may process their transactions in an equally independent manner comparable to the experience of a sighted shopper.

The total amount of the proposed settlement is \$780,000.00. If the Court approves the settlement, an incentive award of up to \$55,000.00 is proposed to be awarded to the lead plaintiffs, Mark Cadigan and Mika Pyyhkala, and split equally by them, as they undertook the risk and time commitment of initiating this lawsuit on behalf of all individuals who encountered touch screen point of sale devices at The Container Store locations that lacked non-visual methods for inputting information to complete a transaction. Additionally, The Container Store has agreed to pay Plaintiffs' counsel its attorneys' fees and litigation expenses incurred in connection with this litigation. A portion of the settlement fund – presently estimated not to exceed \$12,500 – will also be used to pay the costs of administering the settlement. After these amounts are deducted from the settlement fund, the remainder will be distributed to eligible individuals at an amount of \$75 for each qualifying purchase.

4. What are my options?

You have three options:

- a) **Do Nothing.** If you do nothing, and the Court approves the settlement, then The Container Store will implement the improvements required as part of the settlement agreement. If you do nothing, you will not receive any money and be bound by the settlement and applicable release.
- b) **Submit a Claim Form.** If you meet the requirements to qualify as a Class Member, you may submit a claim form via the following website: www.TCSsettlement.com. After it is confirmed that you qualify as a Class Member, you will receive money. The payment depends upon submission and approval of a valid claim, final settlement approval, and any applicable pro-rata reduction.
- c) **Object.** You may ask the Court to reject the proposed settlement of this case by submitting your written objection to the Settlement Administrator Counsel at the following address:

Cadigan v. The Container Store, Inc.
c/o CPT Group, Inc.
PO Box 19504
Irvine, CA 92623
Toll Free Number: 1-888-716-1143
Email: TCSsettlement@cptgroup.com

The Settlement Administrator will provide any objections to the Court and the parties' counsel. In order to be valid, any objection must be received by the Settlement Administrator no later than October 9, 2026, and must include the following: (1) your name, mailing address, email address, and telephone number; (2) a clear explanation of why you object to the settlement; (3) a statement of whether you (or someone on your behalf) intends to appear at the hearing on October 29, 2026; and (4) your signature.

5. What if I do nothing?

If the settlement is approved by the Court and you do not request exclusion from the case, you will be bound by the settlement. Specifically, if you do not request exclusion from the case, you will be releasing all claims that you may have against the Defendant that were or could have been raised in this case in connection with the failure to maintain point of sale devices that were accessible to legally blind individuals, including all claims under the Massachusetts Public Accommodations Act, G.L. c. 272, § 98, the Massachusetts Equal Rights Act, G.L. c. 93, § 103, and the Massachusetts Consumer Protection Law, G.L. c. 93A, § 9 to the extent allowed

by law.

6. Do I need to attend the Fairness Hearing?

You are welcome to attend the Court hearing on October 29, 2026, if you would like, but you are not required to do so. In order to raise an objection to the proposed settlement, you must submit it to the Settlement Administrator in writing as described above (but need not appear at the Fairness Hearing). Additionally, you may retain your own counsel in this matter if you so choose.

7. How will the attorneys for the class be paid?

Settlement Class Counsel will request that the Court award them no more than Four Hundred Ninety-Five Thousand Dollars (\$495,000.00) toward payment of their fees and costs for bringing and prosecuting the lawsuit.

8. Who will answer my questions about the settlement?

If you have any questions, please contact the Settlement Administrator or Settlement Class Counsel as follows:

Settlement Administrator

Cadigan v. The Container Store, Inc.

c/o CPT Group, Inc.

PO Box 19504

Irvine, CA 92623

Toll Free Number: 1-888-716-1143

Email: TCSsettlement@cptgroup.com

Class Counsel

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Do not contact the Court directly about this matter. The Court cannot provide you with legal advice or any opinion regarding the case or the proposed settlement.