

COMMONWEALTH OF MASSACHUSETTS

SUFFOLK, ss.

SUPERIOR COURT DEPARTMENT
CIVIL ACTION NO. 2084CV02119

MARK CADIGAN and MIKA PYYHKALA,
on behalf of themselves and all others similarly
situated,

Plaintiffs,

v.

THE CONTAINER STORE, INC.,

Defendant.

~~(PROPOSED)~~

**PRELIMINARY ORDER
APPROVING CLASS ACTION
SETTLEMENT AND NOTICE**

WHEREAS, Plaintiffs Mark Cadigan and Mika Pyyhkala, on behalf of themselves and all others similarly situated ("Plaintiffs"), and Defendant The Container Store, Inc. ("Defendant") (collectively, the "Parties"), have agreed, subject to Court approval following notice to the Settlement Class and a hearing, to settle this matter upon the terms and conditions set forth in the Class Settlement Agreement, which has been filed with the Court as an attachment to the Joint Motion for Preliminary Approval of Class Action Settlement and Notice (the "Motion"); and

On October 27, 2022, the Court issued its Memorandum of Decision and Order on Plaintiffs' Motion for Class Certification, through which it certified the POP! Purchase Class, defined as follows: "All legally blind individuals in the Commonwealth of Massachusetts who have made purchases at any The Container Store location in the Commonwealth of Massachusetts at any time from July 20, 2011 through the present, at any The Container Store location in the Commonwealth of Massachusetts, sought to credit a purchase to an existing POP! Loyalty Program account, and encountered a touch screen POS Device that lacked non-visual methods for inputting information;"

Based upon the Class Settlement Agreement and all of the files, records, and proceedings herein, it appearing to the Court that upon preliminary examination that the Class Settlement Agreement and settlement appear fair, reasonable, and adequate, and that a hearing should and will be held after notice to the Class Members to confirm that the Class Settlement Agreement and settlement are fair, reasonable, and adequate, and to determine whether a Final Approval Order and Judgment should be entered in this matter based upon the Class Settlement Agreement;

IT IS HEREBY ORDERED THAT:

1. The Class Settlement Agreement and the settlement contained therein are preliminary approved as fair, reasonable, and adequate. The Court hereby conditionally certifies a Settlement Class 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,} June __, 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.

2. For purposes of conditionally certifying the Settlement Class for settlement purposes as a class action under Rule 23 of the Massachusetts Rules of Civil Procedure, the Court finds that the requirements of Rule 23 of the Massachusetts Rules of Civil Procedure are satisfied without reaching the manageability of the claims at trial since there will be no trial.

3. Plaintiffs Mark Cadigan and Mika Pyyhkala shall be the representatives of the Settlement Class for the purposes of implementing the settlement in accordance with the Class Settlement Agreement and Jeremy Y. Weltman, Esq., Adam G. Gutbezahl, Esq., and Riley L. Grinkis Tully, Esq. of Ruberto, Israel & Weiner, P.C. and Jana Eisinger, Esq. of the Law Office of Jana Eisinger, PLLC are appointed as counsel for the Settlement Class ("Class Counsel").

4. The Notice of Proposed Settlement ("Notice") is approved, in the form attached as Exhibit B to the Motion. The Notice shall be considered to be an order of the Court, and the dates set forth therein shall govern this case and the Settlement Class, unless otherwise modified.

5. Any member of the Settlement Class who objects to the approval of the proposed settlement may appear at the Final Approval Hearing in person or through counsel to show cause why the proposed settlement should not be approved as fair, reasonable, and adequate. Settlement Class Members who object to the settlement must do so in writing and must mail or email their written objections to Class Counsel no later than twenty (20) days before the Final Approval Hearing. No Settlement Class member shall be entitled to be heard and no objection shall be considered unless these requirements are satisfied. Class Counsel shall file all objections with the Clerk of this Court in conjunction with the Motion for Final Approval.

6. Any Settlement Class Member who does not make his or her objection to the settlement in the manner provided herein shall be deemed to have waived any such objection by appeal, collateral attack, or otherwise.

7. The publication of the Notice as directed in this Order constitutes the best notice practicable under the circumstances and sufficient notice to all members of the Settlement Class.

8. All proceedings in this action are stayed and suspended until further order of this Court except such actions as may be necessary to implement the Settlement Agreement and this Order.

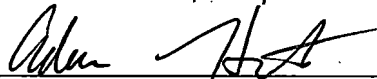
9. The Final Approval Hearing shall be held on October 29, 2026 at 2:00 P.M. to determine whether the proposed settlement of this matter is fair, reasonable, and adequate and should be approved. The Parties' respective briefs and supporting papers in support of the proposed settlement shall be filed on or before October 22, 2026. The Final

Approval Hearing described in this paragraph may be postponed, adjourned, transferred, or continued by order of this Court without further notice to the Settlement Class. After the Final Approval Hearing, the Court may enter a Settlement Approval Order and Final Judgment in accordance with the Class Settlement Agreement that will adjudicate the rights of all class members.

10. In the event that the proposed settlement as provided in the Class Settlement Agreement is not approved by the Court, or for any reason the parties fail to obtain a Settlement Approval Order and Final Judgment as contemplated in the Class Settlement Agreement, or the Class Settlement Agreement is terminated pursuant to its terms, then the Class Settlement Agreement and all orders entered in connection therewith shall become null and void and of no further force and effect, and shall not be used or referred to for any purposes whatsoever. In such event, the Class Settlement Agreement and all negotiations and proceedings related thereto shall be withdrawn without prejudice as to the rights of any and all parties thereto, who shall be restored to their respective positions as of the date of the execution of the Class Settlement Agreement.

11. *The parties shall provide notice to the IOLTA Committee.*

DATED: 8/12/2026


Associate Justice of the Superior Court