

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.

**CLASS SETTLEMENT
AGREEMENT**

This Settlement Agreement and Release (the “Agreement” or “Settlement”) is entered into by and between: (i) named Plaintiffs and Class Representatives Mark Cadigan and Mika Pyyhkala (“Plaintiffs” or “Class Representatives”), on behalf of themselves and the Massachusetts Injunctive Relief Class and Damages Settlement Class (as defined below) and (ii) Defendant The Container Store, Inc. (“Defendant”), subject to the approval of the Superior Court for Suffolk County, Massachusetts. Plaintiffs and Defendant are hereinafter referred to collectively as the “Parties.”

RECITALS

WHEREAS, on or about September 16, 2020, Plaintiffs Mark Cadigan and Mika Pyyhkala commenced an action by filing a Complaint in the Superior Court for Suffolk County, Massachusetts, captioned as: *Mark Cadigan, et al. v. The Container Store, Inc.*, Civil Action No. 2084CV02119, asserting claims on a class basis alleging that Defendant violated 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;

WHEREAS, counsel for the Parties subsequently engaged in good faith, arms-length negotiations to settle the Action, and ultimately reached agreement on the terms and conditions of a settlement on a class-wide basis as set forth herein;

WHEREAS, in agreeing to the Settlement embodied in this Agreement, Plaintiffs and their counsel have considered: (i) the facts developed during their investigation and discovery and the law applicable thereto; (ii) the attendant risks of continued litigation and the uncertainty of the outcome of their claims; and (iii) the desirability of permitting the settlement to be consummated according to the terms set forth herein; and Plaintiffs and their counsel have concluded that the terms and conditions of this Settlement are fair, reasonable, adequate, and that it is in the best

interests of Plaintiffs and the Settlement Class (as defined below) to resolve the Action; and

WHEREAS, the Parties now wish to effect a complete resolution of all claims, disputes and controversies related to the allegations of the Named Plaintiffs and the Settlement Class, and to resolve their differences and disputes by settling the Action.

NOW, THEREFORE, in consideration of the foregoing and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged by each Party to the other, IT IS HEREBY STIPULATED AND AGREED, by and between Plaintiffs (individually and on behalf of the Settlement Class) and Defendant, subject to the final approval by the Court and the other conditions set forth herein, Plaintiffs' and the Class Members' claims against Defendant shall be settled, compromised, and dismissed, on the merits and with prejudice, and that the Released Claims (as defined below) shall be finally and fully compromised, settled and dismissed as to the Releasees (as defined below), in the manner and upon the terms and conditions hereafter set forth.

TERMS AND CONDITIONS

DEFINITIONS

1. Capitalized terms used in this Agreement shall have the meanings ascribed to them therein. The following capitalized terms shall have the meanings specified below:

- a. "Accessible" means that blind or low-vision customers have independent access to the same information and substantially equivalent ease of use of the features/commands available to sighted customers via the self-service technology available at The Container Store retail stores.
- b. "Accessible Kiosk" means a kiosk that is Accessible for blind customers, including hardware and software features on which blind customers can activate the functionality through independent means and which provides speech-guided interactions to enable consistent experiences compliant with accessibility standards, including WCAG 2.1 AA and the Americans with Disabilities Act.
- c. "Action" means *Cadigan, et al. v. The Container Store, Inc.*, Suffolk County Superior Court, Civil Action No. 2084CV02119.
- d. "Administration Costs" means the reasonable costs incurred by the Administrator in distributing notices and payments to the Settlement Class as well as performing other tasks necessary to administer the Settlement. Administration Costs shall be paid from the Damages Fund.
- e. "Administrator" means the firm (designated by Class Counsel on behalf of the Settlement Class, and acceptable to Defendant, subject to approval by the Court), to provide all notices approved by the Court to potential Class Members and to administer payment to the Class Members as provided for in this Agreement.

- f. "Blind" means all persons who have a vision-related disability that requires assistive technology to access visual information.
- g. "Carroll Center" means The Carroll Center for the Blind.
- h. "Class Counsel" means Ruberto, Israel & Weiner, P.C. and the Law Office of Jana Eisinger, PLLC.
- i. "Class Representatives" or "Plaintiffs" mean Mark Cadigan and Mika Pyyhkala.
- j. "Court" means Suffolk County Superior Court, located at 3 Pemberton Square, Boston, MA 02108.
- k. "Damages Class Period" means July 20, 2011 through the date of preliminary approval.
- l. "Damages Settlement Class" or "Damages Class Members" means all Blind individuals in Massachusetts who made a purchase at any The Container Store location in Massachusetts at any time from July 20, 2011 through the date of preliminary approval, sought to credit a purchase to a new or an existing Loyalty Program account, and encountered a touch screen kiosk or device that lacked non-visual methods for inputting information.
- m. "Defendant's Counsel" means Sheppard Mullin Richter & Hampton LLP.
- n. "Effective Date" means the date of the Court's final approval of the Settlement, or if appealed, the date when it is finally affirmed on appeal and/or is no longer subject to appeal or certiorari, and the time for any petition for reargument, appeal, or review, by certiorari or otherwise, has expired. The Parties agree to waive all rights to appeal upon Final Approval.
- o. "Final Approval" means the Order which the Parties agree to seek, following the execution of this Agreement, approving the settlement and resulting in the dismissal with prejudice of all claims against Defendant and the other Releasees in the Action.
- p. "Gross Settlement Amount" means the cash amount of Seven Hundred Eighty Thousand Dollars (\$780,000.00), which includes, without limitation, a fund to be established for payment to the Settlement Class and including all costs of administration, all incentive payments to the Class Representatives, and attorneys' fees and costs (to be approved by the Court). The Gross Settlement Amount shall be Defendant's total monetary obligations to the Settlement Class, Class Counsel, and Plaintiffs.
- q. "Loyalty Program" means Defendant's loyalty program offered to Container Store

customers or potential customers that provides discounts, local invitations, early shopping passes, gifts and any other benefits and services available at no charge upon enrollment, including the current “Organized Insider” program and former “POP! Perfectly Organized Perks” program.

- r. “Massachusetts Injunctive Relief Class” means all Blind individuals in Massachusetts who were unable to independently register for Defendant’s Loyalty Program at any of Defendant’s Massachusetts stores, at any time from July 20, 2011 through Final Approval.
- s. “Notice” means notice of the Settlement to the Damages Settlement Class and Massachusetts Injunctive Relief Class. The Notice shall inform Class Members of their opportunity to object to the Settlement, set forth a deadline to object and opt out of the damages portion of the settlement, and describe the scope of the Released Claims. The Notice will also provide the date and location of the Final Approval Hearing once the date is set by the Court.
- t. “Preliminary Approval” means the initial approval by the Court of the terms of the Class Settlement and this Agreement, which shall occur prior to any Notice being provided to Class Members.
- u. “Releasees” means The Container Store, Inc. and its parent corporations, affiliates, subsidiaries, divisions, predecessors, insurers, reinsurers, representatives, officers, directors, owners, partners, members, parents, successors and assigns.
- v. “Released Damages Claims” means a release of all claims, rights, demands, charges complaints, demands, actions, suits, causes of action and liabilities of any kind, whether known or unknown, suspected or unsuspected, accrued or unaccrued, for Massachusetts law damages relating to the subject matter of the Action or that could have been asserted in the Action, arising during the Damages Class Period through the deadline for opting out.
- w. “Released Individual Claims” means all claims, rights, charges, complaints, demands, actions, causes of action, sums of money, costs, losses, contracts, agreements, damages, obligations, liabilities, and expenses (including attorneys’ fees and costs), whether known or unknown, asserted or unasserted, from the beginning of time through the term of this Agreement, including, but not limited to, all theories pled or that could have been pled in the Action and including the Released Damages Claims and Released Injunctive Relief Claims.
- x. “Released Injunctive Relief Claims” means all Massachusetts claims for injunctive and declaratory relief of every nature and kind arising up through the duration of the term of this Agreement, known or unknown, suspected or unsuspected, relating to the subject matter of this Action or that could have been asserted in the Action.
- y. “Settlement” or “Settlement Class” means Final Approval of the Damages

Settlement Class and Massachusetts Injunctive Relief Class.

NO ADMISSION OF LIABILITY

2. Defendant makes no admission of, and expressly denies, any wrongdoing or any violation of state law as alleged in the Action. Nothing contained in this Agreement shall be construed or considered to be an admission of any wrongdoing or liability by any Party regarding any aspect of the Action.

DEFENDANT'S AFFIRMATIVE ACTIONS REQUIRED & GROSS SETTLEMENT AMOUNT

3. Within ten (10) days of the execution of this Agreement, Defendant will provide Class Counsel with a copy of a term sheet, contract or other document(s), and all accompanying attachments and exhibits, that show the terms of the arrangement between Vispero, an accessibility consultant and managed services provider, and Defendant to provide Accessible Kiosks as detailed herein.

4. The Container Store shall ensure that Blind guests using the Accessible Kiosks may acquire the same information and engage in the same transactions as are available to sighted guests with substantially equivalent ease of use, and shall ensure that the Accessible Kiosks are in a convenient location in each retail store, such that they are easily accessible to all customers. The Accessible Kiosks must, along with other benefits and services offered to sighted customers, permit Defendant's customers to independently enroll in and register purchases to Defendant's Loyalty Program.

5. Defendant expressly acknowledges and understands that the ability of Class Counsel and Plaintiffs to confirm that the kiosk devices to be acquired and installed by Defendant will be fully accessible to legally blind and visually impaired individuals is a material term of this Agreement. Defendant agrees that Class Counsel may communicate directly with Vispero in connection with the kiosk devices referenced herein for the purposes of asking questions about the devices, their purchase, acquisition and installation plan.

6. Defendant agrees to provide access to Class Counsel's accessibility expert (and/or Plaintiffs) to test the Accessible Kiosks in a Container Store location in Massachusetts or other agreed-upon location, to confirm that they are fully and independently accessible to Blind customers. Any proposed modifications shall be suggested no later than 10 days after the testing has concluded. Respondent will consider Class Counsel's accessibility expert's feedback in this respect in good faith. The parties will thereafter meet and confer and shall determine the scope of suggested modifications implementation, if any.

7. Defendant will provide formal training to its employees on the proper use of the Accessible Kiosks. Employees working on the retail floor will receive training on how to provide assistance to individuals who are Blind; this training shall encompass best practices when interacting with people with disabilities and specific instruction on providing assistance to vision-impaired customers, including, but not limited to, the means by which to inform and invite Blind guests to the location of the Accessible Kiosk. This training shall be complete before an Accessible

Kiosk is available to customers for use at any given location.

8. Defendant shall provide copies of training materials (including all aspects of the training to be provided by Defendant) to Class Counsel for review prior to implementation of any training. Class Counsel will provide feedback regarding such training materials within ten (10) days of receiving the materials. Respondent will consider Class Counsel's feedback regarding the training materials in good faith. Training will also be provided to new store employees upon hire.

9. Within seven (7) months of Final Approval, Defendant will install and initiate use of Accessible Kiosks at its Massachusetts retail locations; and, within ten (10) months thereafter, Defendant will install and initiate use of Accessible Kiosks at the remainder of its continental United States retail locations (except California shall be governed by a separate Agreement).

10. Defendant agrees to install and maintain at least one Accessible Kiosk in every current Container Store location and any new location opened in calendar years 2026 and through December 31, 2027. Defendant agrees to maintain all Accessible Kiosks in full working order to ensure that they remain fully and independently operational for Blind customers. After December 31, 2027, Defendant agrees to continue to maintain at least one Accessible Kiosk at each retail location; however, nothing in this Agreement restricts or prohibits The Container Store from utilizing an alternative to Vispero's technology for its kiosks, provided that the Blind user experience is substantially equivalent to the experience provided by the Accessible Kiosks provided for herein.

11. As part of the Gross Settlement Amount, Defendant will pay Two Hundred Thirty Thousand Dollars (\$230,000) (the "Damages Fund") to satisfy and settle all claims for monetary damages of Settlement Class Members. These funds are to be allocated among Damages Class Members as set forth in Paragraphs 14-17 herein. The Damages Fund shall also be used to pay all costs related to administration of the Fund. Costs related to administration of the Fund include the retention of an Administrator to: (i) distribute notice and claim forms; (ii) receive and track return claim forms; (iii) receive and forward requests to opt out; (iv) verify the validity of each claim; (v) administer and disburse awards; and (vi) perform such other duties as are required by Class Counsel to carry out the provisions of this Agreement and the Damages Fund in particular. Also as part of the Gross Settlement Amount, Defendant shall separately pay Twenty-Seven Thousand Five Hundred Dollars (\$27,500) to each Named Plaintiff as consideration for each Plaintiff's service as a Class Representative, and shall pay Four Hundred Ninety-Five Thousand Dollars (\$495,000) to Class Counsel (subject to Court approval and including any local counsel) for attorneys' fees and costs pertaining to the Action.

SETTLEMENT APPROVAL PROCEDURES, FUNDING AND CLAIMS DETERMINATION

12. This Settlement requires approval by the Court. The Parties and their attorneys agree to cooperate fully and to use all reasonable efforts and due diligence to effectuate the terms and conditions of this Agreement, including the execution of all necessary documents, in order to obtain approval of the Settlement. The Parties agree to work cooperatively in accomplishing the following steps in the sequence set forth below to effectuate the Settlement and to obtain Court

approval:

- a. **Preliminary Approval.** Within seven (7) days of all Parties' execution of this Agreement, Class Counsel shall prepare and send to Defendant's Counsel for their review and approval, a Joint Motion for Preliminary Approval of the Settlement, which shall seek preliminary approval of the Settlement and request a hearing on Final Approval of the Settlement. Defendant's Counsel shall respond with any requested edits within seven (7) days of receipt from Class Counsel.
- b. **Notice.** Within twenty (20) days of receiving an Order of Preliminary Approval of the Settlement from the Court, Defendant shall provide email addresses for its loyalty members and any additional information that is requested by the Administrator (and readily available to the Defendant) for resending Notices in case of undeliverable email addresses, to enable the Administrator to distribute direct notice to Class Members and the Administrator will otherwise cause to be distributed the Court-approved Notice.
- c. **Objections.** Objections from Class Members must be sent to the Administrator by email or mail no later than twenty (20) days prior to the hearing on final approval of the Settlement and include: the objector's name; objector's mailing address, phone number, and email address; the specific reasons for their objection; a statement of whether they intend to appear at the hearing on final approval; and their signature and date of signature. The Administrator shall provide copies of each Objection received to the Parties' counsel within two (2) business days of receipt of such Objection. Any potential Class Member (but not a Named Plaintiff) may request exclusion from the Class for purposes of monetary relief only. No Class Member may opt of the release of claims for injunctive relief of this Agreement and no Plaintiff may opt out of any provisions of this Agreement.
- d. **Final Approval.** Class Counsel shall prepare for filing a Joint Motion for Final Approval of the Settlement no later than seven (7) days in advance of any hearing for final approval, which will be consistent with the terms of this Agreement and subject to review, comment, and approval by Defendant's Counsel prior to filing. The motion shall seek approval of the terms of this Agreement, certification of the Settlement Class pursuant to Rule 23 of the Massachusetts Rules of Civil Procedure for purposes of settlement only, and entry of an Order of Final Approval.
- e. **Petition for Attorneys' Fees and Costs.** Class Counsel shall petition the Court for an award of attorneys' fees and costs, to be paid from the Gross Settlement Amount, not to exceed Four Hundred Ninety-Five Thousand Dollars (\$495,000). Defendant will not object to this request.
- f. **Petition for Incentive Payment.** Each Plaintiff, through Class Counsel, shall petition the Court for an incentive payment of Twenty-Seven Thousand Five Hundred Dollars (\$27,500) each, to be paid from the Gross Settlement Amount. Defendant will not object to this request.

13. The Gross Settlement Amount shall be paid by wire to the law firm of Ruberto, Israel and Weiner, P.C. ("RIW"), as attorneys for the Plaintiffs, or as otherwise directed by RIW or by the Court. Pending final approval, payment into escrow shall be made as follows: Seven Hundred and Eighty Thousand Dollars (\$780,000) no later than June 5, 2026. Upon final approval, the funds shall immediately be distributed as directed herein.

14. As explained above, Two Hundred Thirty Thousand Dollars (\$230,000) shall be set aside for a Damages Fund to provide monetary relief for eligible Class Members. Commencing with the Notice Deadline set by the Court and continuing through the Damages Class Period, claim forms shall be available on-line at a Settlement Website to be created by the Claims Administrator in a manner that will provide for electronic or hard copy submission of claims forms. In order to recover, each Claimant must submit proof that the Claimant is legally blind and made a purchase at any The Container Store location in the Commonwealth of Massachusetts at any time from July 20, 2011 through the deadline for opting out, sought to credit a purchase to an existing Loyalty Program account, and encountered a touch screen kiosk or device that lacked non-visual methods for inputting information.

15. All claim forms for Class Members seeking payment for monetary damages shall be available online at the Settlement Website to be created for this Settlement. All claim forms will be available to submit on-line, with attachments or enclosures, and will be able to be printed and submitted by mail. Claim forms will also be available by mail or email for any Class Member who requests a form at any time prior to the deadline for the submission of claims. All claim forms must be submitted under penalty of perjury and claimants will be required to waive any rights or causes of action arising from the disclosure of information on the Notice and claim form. Additional procedures will be established by Class Counsel to permit the Claims Administrator to investigate potentially fraudulent claims, request additional information from Class Members, and determine and pay valid claims.

16. The Claims Administrator will review each claim form to determine whether it sets forth a valid claim that can be approved. Each claimant who submits a valid claim shall be eligible to receive a payment of Seventy-Five Dollars (\$75) for each qualifying purchase made during the Damages Class Period. If the number of valid claims received by the Administrator exceeds the amount available for distribution, each Class Member shall receive a pro rata share of the Fund, based on the number of qualifying payments each Class Member is entitled to receive. Excess funds shall be distributed as set forth in Paragraph 18 below.

17. All checks issued to Class Members by the Administrator shall expire ninety (90) days after they are issued. At the close of this 90-day period, the Administrator will issue a stop payment order on all uncashed or returned checks. In the event a Class Member reports a lost or destroyed check within the 90-day period, the Administrator shall issue a stop order on the original check and issue a new check, and the Class Member will receive an additional thirty (30) day grace period to cash the replacement check. The Parties and Administrator shall bear no responsibility for any lost or stolen checks.

18. **Cy Pres Beneficiary.** Subject to Court approval, the Gross Settlement Amount

remaining after distribution of the Damages Fund, including any uncashed checks – i.e., the residual – will be paid to the Carroll Center, an organization certified under Section 501(c)(3) of the Internal Revenue Code for charitable purposes. The Carroll Center is devoted to increasing the independence of individuals who are blind in the state of Massachusetts, including by teaching and promoting the use of accessible tools and technology.

COOPERATION AND CONTINGENCIES

19. **Cooperation.** The Parties agree to cooperate as necessary to effectuate the terms of this Agreement, including seeking preliminary and final approval of the Agreement and ensuring Class Members receive the Notice.

20. **Contingencies.** The Parties understand and agree that this Agreement is contingent on Court approval. In the event the Court does not grant preliminary or final approval of this Agreement, the Parties agree to work cooperatively towards resolving any issues raised by the Court in order to achieve preliminary and/or final approval. However, in the event the Court declines to approve the Agreement without material modifications, the Parties may, at their election, declare the Agreement null and void. If that occurs, the Parties will revert to their respective positions, *ab initio*, as if no Agreement had been reached, including that certification of the Settlement Class for settlement purposes only will be vacated.

RELEASES

21. **Class Release.** Upon entry of the Final Approval Order and payment of the Gross Settlement Amount by Defendant, each Class Member will have been deemed to have released and discharged all Releasees of the Released Damages Claims and Released Injunctive Relief Claims. The settlement of this Action may be pleaded as a complete defense to any action instituted that is inconsistent with this Agreement.

22. **Class Representatives Release.** Upon entry of the Final Approval Order and payment of the Gross Settlement Amount by Defendant. Plaintiffs, on behalf of themselves and their heirs, agents, representatives, attorneys, insurers, successors and assigns, shall release, exonerate and discharge the Releasees of all Released Individual Claims. Plaintiffs represent and warrant that, other than the Action, they have not instituted any action against any of the Releasees, and that they will not institute any action against any of the Releasees to pursue any claim released in this Agreement. The settlement of this Action may be pleaded as a complete defense to any action instituted that is inconsistent with this Agreement.

23. **Defendant's Release.** Upon entry of the Final Approval Order, Defendant shall release, exonerate, and discharge Plaintiffs, their heirs, agents, representatives, attorneys, insurers, successors, and assigns of all claims, charges, complaints, demands, actions, causes of action, sums of money, costs, losses, contracts, agreements, damages, obligations, liabilities, and expenses (including attorneys' fees and costs), from the beginning of time to the date on which Defendant signs this Agreement, including, but not limited to, all theories pled or that could have been pled in the Action.

24. **Dismissal.** Upon Final Approval, all claims for relief asserted in the Action will be dismissed with prejudice and on the merits. All such dismissals shall be without costs and waiving all rights of appeal to any Party except as set forth herein.

OTHER PROVISIONS

25. **Taxes.** Any person or entity that receives a distribution from the Gross Settlement Amount shall be solely responsible for any taxes or tax-related expenses owed or incurred by that person or entity by reason of that distribution. Such taxes and tax-related expenses shall not be paid from the Gross Settlement Amount. In no event shall the Parties, counsel or Releasees have any responsibility or liability for taxes or tax-related expenses arising in connection with the payment or distribution of the Gross Settlement Amount to the Class Representatives, Class Members, Class Counsel, or any other person or entity.

26. **Governing Law.** This Agreement, and all exhibits thereto, and any related settlement documents shall be governed and interpreted exclusively in accordance with the laws of the State of Massachusetts, without regard to the conflict of law provisions thereof.

27. **Complete Agreement.** This Agreement, along with all exhibits thereto, constitutes the entire agreement and understanding of the Parties and supersedes any prior agreements or understandings between the Parties with respect to the Settlement. The Settlement is not subject to any term or condition not contained in this Agreement. There are no collateral or oral agreements between the Parties that are not stated in this Agreement. In entering into this Agreement, no Party is relying on any promise, warranty, inducement, or representation other than those set forth in this Agreement. All of the exhibits hereto are incorporated in and constitute an integral part of this Agreement.

28. **Amendments and Waiver.** This Agreement may be amended, modified, or waived only by a written instrument signed by all Parties hereto. No Party shall have any obligation whatsoever to proceed with the Settlement under any terms other than substantially in the form provided and agreed to in this Agreement.

29. **Resolution of Disputes Regarding Agreement.** The Parties agree to work cooperatively towards resolving any disputes that arise related to the implementation of this Agreement. If the Parties cannot resolve any such disputes amongst themselves, the Parties agree to submit such disputes for resolution to the Court. In the event of any dispute or disagreement with respect to the meaning, effect, or interpretation of the Agreement or any attached exhibit after the Agreement is filed with the Court, or in the event of a claimed breach of the Agreement or an attached exhibit, the Parties hereto agree that such dispute will be adjudicated only by the Court. The Court shall retain jurisdiction for purposes of resolving any disputes under this Agreement without affecting the finality of the Settlement or the Order of Final Approval. All Parties to this Agreement shall be subject to the jurisdiction of the Court for all purposes related to this Agreement.

30. **Binding on Successors.** This Agreement shall be binding upon and inure to the benefit of the Parties hereto and their respective heirs, executors, administrators, successors,

transferees, and assigns, and upon any corporation or other entity with which any party hereto may merge, consolidate, or reorganize.

31. **Cooperation.** This Agreement, together with any exhibits, shall be deemed to have been mutually prepared by the Parties and shall not be construed against any of them by reason of authorship. The Parties agree that the terms and conditions of this Agreement were negotiated at arm's length and in good faith by the Parties, and reflect a settlement that was reached voluntarily based upon adequate information, sufficient discovery, and after consultation with experienced legal counsel.

32. **Non-Waiver.** The waiver by one Party of any breach of the Agreement by any other Party shall not be deemed a waiver of any other prior or subsequent breach of this Agreement. If any Party hereto engages in a material breach of the terms hereof, the other Party, provided that it is in substantial compliance with the terms of this Agreement, may terminate this Agreement on notice to the breaching Party or sue for enforcement.

33. **Severability.** If any part of this Agreement is found to be illegal, invalid, inoperative, or unenforceable in law or equity, such finding shall not affect the validity of any other provisions of this Agreement, which shall be construed, reformed, and enforced to effect the purposes thereof to the fullest extent permitted by law. If one or more of the provisions contained in the Agreement shall for any reason be held to be excessively broad in scope, subject matter or otherwise, so as to be unenforceable at law, the Parties agree that such provision(s) shall be construed to be limited or reduced so as to be enforceable to the maximum extent under applicable law.

34. **Knowing and Voluntary Agreement.** Plaintiffs agree that they are entering into this Agreement knowingly, voluntarily, and with full knowledge of its significance. Plaintiffs further affirm that they have not been coerced, threatened, or intimidated into signing this Agreement; that they have been advised to consult with an attorney; and that they have in fact consulted with an attorney before signing this Agreement. Class Counsel represents that they have conducted a thorough investigation into the facts of the Action and have diligently pursued an investigation of the claims asserted on behalf of the Class Members against Defendant. Based on their own independent investigation and evaluation, Class Counsel state that they are of the opinion that the settlement is fair, reasonable, and adequate and is in the best interest of the Class Members, in light of all known facts and circumstances, including the risks of significant delay and defenses asserted by Defendant.

35. **Notices.** Any notices issued pursuant to the terms of this Agreement shall be sent to the Parties at the address of their respective counsel as follows:

For Plaintiffs and Class Members:

Jeremy Y. Weltman, Esq.
Adam G. Gutbezahl, Esq.
Riley L. Grinkis Tully, Esq.
Ruberto, Israel & Weiner, P.C.

For Defendant:

Michael J. Chilleen, Esq.
Sheppard Mullin Richter & Hampton LLP
650 Town Center Drive, 10th Floor
Costa Mesa, CA 92626-1993

255 State Street, 7th Floor
Boston, MA 02109
jyw@riw.com
agg@riw.com
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mchilleen@sheppardmullin.com

Jana Eisinger, Esq.
The Eisinger Law Firm
4610 South Ulster Street, Suite 150
Denver, CO 80237
jeisinger@eisingerlawfirm.com

36. **Time Periods.** In the event that any time period described in this Agreement expires on a Saturday, Sunday, or legal holiday, such time period shall be extended through the next subsequent business day.

37. **Authority to Execute.** Each of the individuals executing this Agreement warrants and represents that it, he, or she has been duly authorized and empowered to (a) execute this Agreement on behalf of such Party and (b) take appropriate action required or permitted to be taken pursuant to the Agreement to effectuate its terms.

38. **Execution in Counterparts.** This Agreement may be executed in two or more counterparts, all of which shall be considered one and the same agreement provided that counsel for the Parties shall exchange among themselves original signed counterparts. This Agreement also may be executed by and through electronic signature technology including, but not limited to, DocuSign. Electronic signatures shall be considered as valid and binding as original, wet signatures.

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PLAINTIFFS/ CLASS REPRESENTATIVES
(INDIVIDUALLY AND ON BEHALF OF THE SETTLEMENT CLASS)

Signed by:



CCFDD01E48AC408
Mark Cadigan

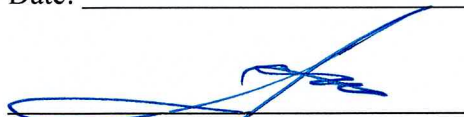
Date: 6/2/2026

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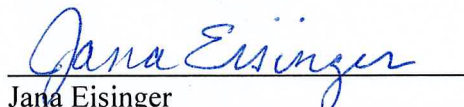


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Mika Pyyhkälä

Date: 6/1/2026


Jeremy Y. Weltman, Esq.
Adam G. Gutbezahl, Esq.
Riley L. Grinkis Tully, Esq.
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Date: 6/8/26


Jana Eisinger
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jeisinger@eisingerlawfirm.com
(Class Counsel)

Date: 6/9/2026

DEFENDANT

The Container Store, Inc.

By: _____

Name: _____

Title: _____

Date: _____

Michael J. Chilleen
Sheppard Mullin Richter & Hampton LLP
650 Town Center Drive, 10th Floor
Costa Mesa, CA 92626-1993
714.513.5100 | main
714.424.8205 | direct
714.428.5981 | direct fax
mchilleen@sheppardmullin.com
(*Defendant's Counsel*)

Date: _____

DEFENDANT

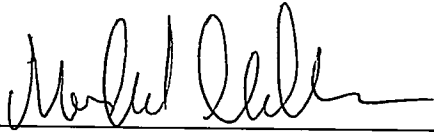
The Container Store, Inc.

By: _____

Name: _____

Title: _____

Date: _____



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(Defendant's Counsel)

Date: May 29, 2026