

CONFIDENTIAL SETTLEMENT AGREEMENT AND GENERAL RELEASE

This Confidential Settlement Agreement and General Release (“Agreement”) is made and entered into by and between Ashantae Williams (“Plaintiff”) and Best Buy Stores, L.P. and Best Buy Co., Inc. (“Defendants”) (all together, the “Parties”), with reference to the following facts:

A. On February 1, 2021, Plaintiff submitted a letter to the Labor & Workforce Development Agency (“LWDA”) stating her intention to seek civil penalties under the California Private Attorneys General Act (“PAGA”) against Best Buy Co., Inc., an indirect parent company of Best Buy Stores, L.P., which was Plaintiff’s actual employer (the “First PAGA Notice Letter”)

B. On April 8, 2021, Plaintiff filed a complaint against Best Buy Co., Inc. in Orange County Superior Court, Case No. 30-2021-01194588-CU-OE-CXC, seeking civil penalties under PAGA for alleged failure to reimburse for mobile device expenses (the “Court Action”).

C. On August 2, 2021, Williams amended her PAGA letter to name Best Buy Stores, L.P. as a defendant (the “Second PAGA Notice Letter”).

D. On October 6, 2021, Plaintiff filed a First Amended Complaint naming Best Buy Stores, L.P. as a defendant in the Court Action.

E. On December 9, 2022, the Court issued an order compelling Plaintiff to arbitrate her individual PAGA claim and staying the non-individual PAGA claim in court until the completion of arbitration.

F. On January 6, 2023, Plaintiff commenced arbitration with the American Arbitration Association, alleging in the Arbitration Demand an individual PAGA claim, a non-PAGA 2802 cause of action, and unfair business practices cause of action, which was assigned AAA Case No. 01-23-0000-0774 (the “Arbitration”). Barbara Kong-Brown was appointed as the arbitrator in the Arbitration.

G. On or about February 22, 2023, Plaintiff filed a First Amended Arbitration Demand in the Arbitration.

H. On October 31, 2023, Plaintiff filed in the Court Action a motion to lift the stay. On February 23, 2024, the Court issued an order denying Plaintiff’s motion to lift the stay. On April 29, 2024, Plaintiff filed a petition for writ of mandate against the Court, challenging the Court’s order denying Plaintiff’s motion to lift the stay (the “Writ”).

I. WHEREAS, Defendants have denied, and continue to deny, all claims by Plaintiff, as well as any and all allegations of illegal or otherwise actionable conduct.

J. WHEREAS, the Parties desire to resolve fully and finally any and all claims and disputes by Plaintiff against Defendants and the Releasees (as defined below in Paragraph 3), including but not limited to Plaintiff’s claims in the First PAGA Notice Letter, the Second PAGA Notice Letter, the Court Action, the Arbitration, and the Writ.

NOW, THEREFORE, in consideration of the mutual covenants and promises contained herein, the Parties hereto agree as follows:

1. Dismissal of the Arbitration and Plaintiff from the Court Action. Within three (3) business days after the Parties have signed and dated this Agreement, Plaintiff will (1) submit to the AAA and Arbitrator Barbara Kong-Brown a request to dismiss the Arbitration with prejudice, (2) withdraw the Writ, and (3) file a Stipulation for Court Approval of Settlement and Dismissal and Proposed Order (“Court Request For Dismissal”), dismissing the Court Action in its entirety, with prejudice as to Plaintiff and without prejudice as to the claims of other alleged aggrieved employees. Defendant will approve the Court Request for Dismissal before it is filed. This Agreement and Defendants’ obligations under it are contingent on (1) Plaintiff submitting the request for dismissal in arbitration and the Arbitrator dismissing the Arbitration with prejudice, (2) Plaintiff withdrawing the Writ, and (3) Plaintiff filing the Court Request For Dismissal, and the Court approving the settlement and dismissing the Court Action in its entirety, with prejudice as to Plaintiff and without prejudice as to the claims of other alleged aggrieved employees. On the day that the Parties file the Court Request for Dismissal, Plaintiff, through her counsel, will submit the Agreement to the LWDA. If requested by the Court, Plaintiff will file a copy of this Agreement in the Court Action under seal or in camera for the court’s inspection. This Agreement shall be effective as of the date on which all of the following have occurred: (a) the Parties have signed and dated this Agreement, (b) Plaintiff has provided Defendants’ counsel with a Form W-9; (c) Schneider Wallace Cottrell Konecky LLP has provided Defendants’ counsel with a Form W-9; (d) Plaintiff has submitted to the AAA and Arbitrator Kong-Brown a request to dismiss the Arbitration with prejudice, (e) the Arbitration has been dismissed with prejudice, (f) Plaintiff has filed the Court Request for Dismissal in the Court Action, (g) the Court has approved the settlement and the Court Action has been dismissed in its entirety, with prejudice as to Plaintiff and without prejudice as to other alleged aggrieved employees, and (h) the Writ has been withdrawn (the “Effective Date”).

2. Consideration. In exchange for Plaintiff’s releases and covenants contained in this Agreement, within fifteen (15) calendar days of the Effective Date, Defendants agree to pay the gross amount of Fifteen Thousand Dollars and Zero Cents (\$15,000.00) (the “Settlement Payment”), One Hundred Dollars (\$100) of which is allocated to PAGA penalties sought by Plaintiff.

Defendants will pay the Settlement Payment in three checks as follows:

a. one check in the amount of Eight Thousand Three Hundred Thirty-Six Dollars and Sixty-Five Cents (\$8,336.65) made payable to “Schneider Wallace Cottrell Konecky LLP” for alleged attorneys’ fees and costs incurred. Defendants will issue a Form 1099 both to Plaintiff and to Schneider Wallace Cottrell Konecky LLP for this amount.

b. one check in the amount of Six Thousand Five Hundred Eighty-Eight Dollars and Thirty-Five Cents (\$6,588.35) made payable to “Ashantae Williams” for alleged unreimbursed business expenses and penalties. Defendants will issue a Form 1099 to Plaintiff for this amount. Twenty-five dollars of this payment is allocated to PAGA penalties sought by Plaintiff.

c. one check in the amount of Seventy-Five Dollars and Zero Cents (\$75.00) made payable to the “Labor and Workforce Development Agency (LWDA)” for the LWDA’s portion of the amount allocated to PAGA penalties.

Plaintiff acknowledges that she has obtained no advice from the Defendants and that neither Defendants nor their attorneys have made any representations regarding the tax consequences, if any, to her regarding the payments provided for in this Paragraph 2. Plaintiff understands that the tax treatment of the payment provided in this Paragraph 2 shall be governed by applicable federal, state, and local tax laws and regulations, and that she shall be solely responsible for any taxes, interest and penalties that she might owe with respect to such payment. Plaintiff further agrees that, in the event that Plaintiff fails to pay any taxes that are due as a result of the payment made pursuant to this Agreement and if any taxing authority looks to Defendants or any related entity for satisfaction of any tax liability, penalties, fines, interest or withholdings associated with the payment provided for in Paragraph 2, she shall indemnify and hold harmless Defendants for all taxes, penalties, interest, withholdings, amounts paid in settlement to any taxing authority, and expenses, with regard to the payment, subject to Defendants providing Plaintiff prompt written notice of any such claim that Defendants receive in writing from any such taxing authority.

3. Release. Plaintiff hereby releases and forever discharges Defendants, and all of their respective parents, divisions, subsidiaries, affiliates, related entities, and dbas, potential or alleged joint employers, and all of its predecessors, successors, and past and present officers, directors, shareholders, employees, agents, partners, attorneys, benefit plans, insurers, and representatives (hereinafter “Releasees”), from any and all claims of whatever nature, whether known or unknown, which exist or may exist on Plaintiff’s behalf against Releasees as of the date she executes this Agreement, including but not limited to claims asserted in the First PAGA Notice Letter, the Second PAGA Notice Letter, the Court Action, the Arbitration, and the Writ, as well as any and all statutory claims, tort claims, contract claims, equitable claims, breach of fiduciary duty claims, ERISA claims, wrongful termination claims, public policy claims, retaliation claims, discrimination claims, protected leave-related claims, failure to accommodate claims, denial of accommodation claims, failure to engage in the interactive process claims, personal injury claims, emotional distress claims, invasion of privacy claims, defamation claims, fraud claims, quantum meruit claims, any monetary relief or claims for wages, remuneration, meal and/or rest period premiums, wage-related penalties, expense reimbursement(s), attorneys’ fees, costs, damages, penalties, and/or interest, unfair business practices, and any and all claims arising under any federal, state or other governmental statute, law, regulation or ordinance covering wages or benefits of employment, including, but not limited to, the California Labor Code, California Business & Professions Code, California Government Code, the PAGA, the Industrial Welfare Commission Wage Orders, the Fair Labor Standards Act of 1938, as amended, Title VII of the Civil Rights Act of 1964, as amended by the Civil Rights Act of 1991, the Civil Rights Act of 1866; the Age Discrimination in Employment Act of 1967 (“ADEA”) and the Older Worker Benefit Protection Act; Executive Order 11246, the Family and Medical Leave Act, the Health Insurance Portability and Accountability Act of 1996, the Employee Retirement Income Security Act of 1974, the Genetic Information Nondiscrimination Act of 2008, the Consolidated Omnibus Budget Reconciliation Act of 1985, as amended, the Worker Adjustment and Retraining Notification Act (“WARN”) and CAL WARN, the Equal Pay Act, California Fair Pay Act, the Occupational Safety and Health Act and Cal OSHA, the

Rehabilitation Act of 1973, the Americans With Disabilities Act of 1990 and subsequent amendments, the California Family Rights Act, the California Fair Employment and Housing Act, the United States and California Constitutions, California common law, and California Labor Code Sections 132a and 4553.

(a) Plaintiff voluntarily abandons her PAGA claim and releases her right to represent the State of California ("State") in claiming civil penalties for Labor Code violations she claims she experienced or any other employee claims to have experienced through the date Plaintiff executes this Agreement. Plaintiff recognizes that this Agreement releases her right to serve as a representative of the State in bringing a claim on behalf of the State under PAGA, and that it precludes her from bringing any claim for civil penalties under PAGA on behalf of the State arising out of her employment relationship with Defendants or any Releasee, through the date Plaintiff executes this Agreement.

(b) Notwithstanding the foregoing, nothing in this release shall cover any claim for workers' compensation benefits, unemployment insurance compensation, vested benefits under a plan governed by ERISA, or other claims that cannot be released by private or court-approved agreement under applicable law.

(c) Plaintiff warrants that she is not a Medicare beneficiary as of the date of this release. Because Plaintiff is not a Medicare recipient as of the date of this release, no conditional payments have been made by Medicare.

(d) Plaintiff acknowledges that she has not made any claims or allegations related to sexual harassment, sexual assault, workplace harassment or discrimination, failure to prevent an act of workplace harassment or discrimination, or retaliation, and none of the payments set forth herein are related to such claims.

(a) Notwithstanding the foregoing, Plaintiff's release of claims in this Agreement against entities other than Defendants who are included as "Releasees," as that term is defined above, is limited to claims that arise out of or relate to Plaintiff's employment, offer of employment, or termination of employment, with Defendants.

4. Covenant Not to Sue. Subject to and without waiving the provisions of Paragraph 6 below, Plaintiff covenants that she will not bring any claim for civil penalties pursuant to PAGA in any forum against either of the Defendants or any Releasee on her own behalf or on behalf of any other person or entity, including the State, arising out of or relating to her employment with Best Buy Stores, L.P., alleged employment with Best Buy Co., Inc., and/or conduct that occurred prior to the date she executes this Agreement. Plaintiff represents and agrees that she will not bring any action, or submit a PAGA notice letter to the LWDA, against either of the Defendants or any Releasee on behalf of the State for civil penalties based on conduct or actions that occurred on or before the date of execution of this Agreement. Should Plaintiff bring such a claim, Plaintiff represents, warrants, and agrees to pay to Defendants the amount of Fifteen Thousand Dollars and Zero Cents (\$15,000.00) plus interest at the rate of five percent (5%) per year from the date of this Agreement through the date that the payment is made. The Parties agree that this remedy for a breach of the covenant not to sue does not limit other

remedies that Defendants have under this Agreement or applicable law for a breach of this Agreement.

5. Neutral Referral Clause. Plaintiff agrees to refer all reference checks to The Work Number (1-800-367-5690 or www.theworknumber.com, enter Best Buy Stores, L.P.'s identification code number 10973 and her social security number). Pursuant to Best Buy Stores, L.P.'s policy, if the Work Number receives a request for a reference check regarding Plaintiff, it will provide only the dates of Plaintiff's employment with Best Buy Stores, L.P. and the last position held by Plaintiff.

6. Permitted Disclosures and Actions. To the fullest extent that the following disclosures or actions are permitted under then-applicable law, Plaintiff understands and agrees that nothing in this Agreement shall prohibit or restrict her from (a) filing a complaint with, initiating communications directly with, cooperating with, providing relevant information to or otherwise assisting in an investigation by the U.S. Securities and Exchange Commission, the U.S. Equal Employment Opportunity Commission, the National Labor Relations Board, the Occupational Safety and Health Commission, or any other governmental or regulatory body or official(s) (collectively, "Governmental Authorities") regarding a possible violation of any law; (b) responding to any inquiry or legal process directed to Plaintiff from any such Governmental Authorities; (c) testifying, participating or otherwise assisting in any action or proceeding by any such Governmental Authorities relating to a possible violation of law; or (d) making any other disclosures that are protected under the whistleblower provisions of any applicable law. Further, nothing in this Agreement requires Plaintiff to notify Defendants of any such communications, cooperation, assistance, responses to inquiries, testimony, or participation as described in this Paragraph 6. However, Plaintiff understands that, because she is waiving and releasing any and all claims including equitable claims, penalties, and monetary relief, to the maximum extent permitted by law, Plaintiff is waiving her right to seek and receive any individual monetary relief from the Releasees resulting from such claims or conduct, regardless of whether Plaintiff or any other party has filed them, and in the event Plaintiff obtains such monetary relief the Releases will be entitled to offset for the payments made pursuant to this Agreement. This Agreement does not limit the right of Plaintiff to receive an award from a Governmental Authority for providing information related to a potential violation of the law pursuant to the whistleblower provisions of any applicable law. Further, to effectuate the approval of the settlement and dismissal pursuant to Paragraph 1, Plaintiff may disclose this Agreement to the LWDA and, if requested, to the Court in the Court Action.

7. Waiver of Unknown Claims. The Parties further understand and agree that as a condition of this Agreement, Plaintiff hereby expressly waives and relinquishes any and all claims, rights or benefits that she may have against Releasees under California Civil Code Section 1542, which provides as follows:

A general release does not extend to claims that the creditor or releasing party does not know or suspect to exist in his or her favor at the time of executing the release and that, if known by him or her, would have materially affected his or her settlement with the debtor or released party.

In connection with such waiver and relinquishment, Plaintiff hereby acknowledges that

she and her attorneys may hereafter discover claims or facts in addition to, or different from, those which they now know or believe to exist, but that Plaintiff expressly agrees to fully, finally and forever settle and release any and all claims, known or unknown, suspected or unsuspected, which exist or may exist on her behalf against Releasees at the time of execution of this Agreement. The Parties further acknowledge, understand and agree that this representation and commitment is essential to each Party and that this Agreement would not have been entered into were it not for this representation and commitment.

8. Non-Admission of Liability. It is expressly understood and agreed that nothing contained in this Agreement shall constitute or be treated as an admission of any wrongdoing or liability on the part of any Releasee.

9. Confidentiality. Plaintiff expressly acknowledges that maintaining the confidentiality of the amount of the Settlement Payment is a material term of the Agreement. Except as provided in Paragraph 6 above, Plaintiff represents and agrees that she will not hereafter directly or indirectly disclose the amount of the Settlement Payment other than: (1) to Plaintiff's attorneys, spouse, financial planners and or tax advisors; (ii) pursuant to a lawful subpoena; or (iii) as otherwise required by law. Except as provided in Paragraph 6 above, in the event that Plaintiff believes she is legally obligated by statutory or regulatory requirements (including compulsory legal process), to make such disclosures, she shall so notify Defendants in writing immediately, and in no event less than ten (10) days prior to the date for disclosure. If it is not possible to do so at least ten (10) days in advance, Plaintiff or their counsel will notify Christopher Taylor, counsel for Defendant, at (714) 830-0466, or christopher.taylor@morganlewis.com, within twenty-four (24) hours of receiving notice that Plaintiff is so obligated. If Defendants take any action to challenge such disclosure, Plaintiff shall defer making such disclosure until any such challenge is finally resolved, unless ordered by a court to disclose the information notwithstanding any of Defendants' challenge. Further, to effectuate the approval of the settlement and dismissal pursuant to Paragraph 1, Plaintiff may disclose this Agreement to the LWDA and, if requested, to the Court in the Court Action.

Plaintiff understands and acknowledges that Defendants would be damaged by Plaintiff's breach of this confidentiality provision, and because actual damages may be difficult to ascertain, Plaintiff agrees that she shall be liable for liquidated damages, not as a penalty, in the amount of One Thousand Five Hundred Dollars and Zero Cents (\$1,500.00) for each breach of this confidentiality provision. In the event of litigation concerning Plaintiff's breach of this provision, the prevailing party as to such a claim shall be awarded its costs and reasonable attorneys' fees incurred in prosecuting or defending the litigation.

10. Ownership of Claims. The Parties represent and warrant that they are the sole and lawful owner of all rights, title and interest in and to all released matters, claims and demands referred to herein. The Parties further represent and warrant that there has been no assignment, sale, or other transfer of any interest in any such matters, claims or demands that the Parties may have against one another.

11. Successors and Assigns. It is expressly understood and agreed by the Parties that this Agreement and all of its terms shall be binding upon the Parties' representatives, heirs, executors, administrators, successors and assigns.

12. Drafting. The Parties agree that this Agreement shall be construed without regard to the drafter of the same and shall be construed as though each party to this Agreement participated equally in the preparation and drafting of this Agreement.

13. Attorneys' Fees. In the event that any party to this Agreement asserts a claim for breach of this Agreement or seeks to enforce its terms, the prevailing party in any such proceeding shall be entitled to seek and recover costs and reasonable attorneys' fees.

14. Consultation with Counsel. The Parties and each of them acknowledge that they have had the opportunity to consult with legal counsel of their choice prior to execution and delivery of this Agreement, and Plaintiff acknowledges that she has in fact done so. Plaintiff acknowledges that she has been specifically advised by counsel of the consequences of the Release she has signed.

15. Headings. The headings in each paragraph herein are for convenience of reference only and shall be of no legal effect in the interpretation of the terms hereof.

16. Integration. This Agreement constitutes a single, integrated, written contract, expressing the entire agreement between the Parties.

17. Severability. If any provision in this Agreement, other than the releases, is found to be unenforceable, it shall not affect the enforceability of the remaining provisions and the court shall enforce the remaining provisions to the extent permitted by law. If any portion of the releases contained in this Agreement are, for any reason, found unenforceable, the Agreement shall be voidable upon election of the Defendants and Defendants retain the right to demand return of the entire Settlement Payment.

18. Counterparts. This Agreement may be executed in separate counterparts and each such counterpart shall be deemed an original with the same effect as if all Parties had signed the same document.

19. Voluntary Agreement. Plaintiff understands and agrees that this agreement is voluntary, deliberate and informed. Plaintiff was represented by and consulted with an attorney in connection with this agreement, and employee received valuable consideration in exchange for executing this agreement.

20. Authority to Enter Into Agreement. Each Party represents and warrants that, as of the date of the execution of this Agreement, they have the right and authority to execute this Agreement, and they have not sold, assigned, transferred, conveyed, or otherwise disposed of any claims or demands relating to any right surrendered by virtue of this Agreement. Each Party further represents and warrants that they have had the opportunity to consult and have consulted legal counsel in connection with the negotiation and execution of this Agreement. Each of the Parties and their signatory represents that the signatory is either a party or a business representative or assignee of, and is fully authorized to execute this Agreement on behalf of, the party for whom they sign.

21. Enforceability. The Parties agree that this Agreement is subject to the provisions of California Code of Civil Procedure Section 664.6.

IN WITNESS WHEREOF, the Parties hereto have executed this Confidential Settlement Agreement and Release on the dates indicated below.

DATED: 05 / 15 / 2024, 2024



Ashantae Williams

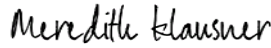
DATED: 5/17/2024 | 4:44 CDT, 2024

BEST BUY STORES, L.P.

By: Meredith klausner

Its: Territory Omnichannel officer

DocuSigned by:



E0D5AEC56F004DD...

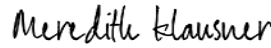
BEST BUY CO. INC.

DATED: 5/17/2024 | 4:44 CDT, 2024

By: Meredith klausner

Its: Territory Omnichannel officer

DocuSigned by:



E0D5AEC56F004DD...

APPROVED AS TO FORM:

DATED: May 17, 2024

Schneider Wallace Cottrell Konecky LLP

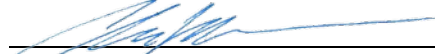


Eugene Zinovyev

Attorneys for Ashantae Williams

DATED: May 20, 2024

MORGAN, LEWIS & BOCKIUS LLP



Barbara J. Miller

Christopher J. Taylor

Attorneys for Best Buy Stores, L.P. and Best Buy Co., Inc.