

**PAGA REPRESENTATIVE ACTION
SETTLEMENT AGREEMENT AND RELEASE**

This Private Attorneys General Act (“PAGA”) Representative Action Agreement and Release (“Agreement”) encompasses the action, *Alyssa Coulter v. GameStop, Inc.*, Sacramento Superior Court Case No. 23CV002568.

This Agreement is entered into between Plaintiff Alyssa Coulter (“Plaintiff”), individually and on behalf of the State of California with respect to the PAGA Members, and Defendant, GameStop, Inc. (“Defendant” or “GameStop”). Plaintiff and Defendant are collectively referred to as the “Parties.”

This Agreement is intended by the Parties to fully, finally, and forever resolve, discharge and settle the “Released Claims” (as defined below) on a PAGA representative action basis pertaining to the “Released Parties” (as defined below), upon and subject to the terms and conditions contained herein. This Agreement, which is contingent upon Court approval, contains the essential terms of the Parties’ agreement. Plaintiff and Plaintiff’s Counsel, and the Parties have agreed, that the settlement set forth in this Agreement confers substantial benefits upon PAGA Members and the State of California.

DEFINITIONS

1. Action

“Action” means the civil action filed by Plaintiff entitled *Alyssa Coulter v. GameStop, Inc.*, Sacramento Superior Court Case No. 23CV002568, including all amended Complaints filed therein (hereinafter “the Operative Complaint”), and the related LWDA PAGA Notice Letter, including the Amendment thereto, filed by Plaintiff. The Parties agree the Action includes all claims and causes of action alleged in the Operative Complaint and the related PAGA Notice Letters.

2. Court

“Court” means the Superior Court of the State of California for the County of Sacramento.

3. Defendant

“Defendant” means GameStop, Inc.

4. Effective Date

“Effective Date” means the date upon which the Court enters an Order Approving Settlement.

5. Gross Settlement Amount (“GSA”)

“Gross Settlement Amount” or “GSA” means the total maximum amount payable under the terms

of this Agreement by Defendant, which is the gross sum of \$1,000,000 (One Million Dollars and Zero Cents), subject to the “Modification Provision.” The GSA includes all of the following: (a) the PAGA Payment to the LWDA; (b) the Individual PAGA Payments to PAGA Members; (c) payment of the Settlement Administration Costs as approved by the Court; (d) the PAGA Representative Enhancement Award and General Release to Plaintiff, as approved by the Court; and (e) a payment to PAGA Counsel of attorney’s fees and reasonable litigation costs, subject to Court approval.

The Settlement Administrator will issue all of the above-referenced payments from the Qualified Settlement Fund in accordance with the applicable provisions of this Agreement.

6. Individual PAGA Payment

“Individual PAGA Payment” means the amounts paid from the PAGA Payment to PAGA Members, which in the aggregate shall be approximately \$462,500, constituting 25% of the Net Settlement Amount, as consideration for Settlement of claims for civil penalties under the PAGA.

7. LWDA

“LWDA” means the California Labor and Workforce Development Agency.

8. LWDA PAGA Payment

“LWDA PAGA Payment” means the amount of approximately \$154,166.67 to be paid to the LWDA as its 75% share of the Net Settlement Amount, as consideration for Settlement of claims for civil penalties under the PAGA.

9. Modification Provision

At the mediation, Defendant estimated that, from March 22, 2022 to December 31, 2023 (the “Data Period”) there were 72,093 Pay Periods in which PAGA Members actually performed work in California. The Parties agree that if they agree, or if a Court determines, that the actual number of Pay Periods PAGA Members actually performed work in California during the Data Period is more than ten percent (10%) greater than 72,093 (i.e., greater than 79,302 Pay Periods), the GSA shall increase by 1%. For example, if the actual number of Pay Periods during the Data Period is 11% greater than 72,093, then the GSA will increase by 1%.

10. Net Settlement Amount

“Net Settlement Amount” or “NSA” means the GSA, less the Court-approved PAGA Counsel Award, the PAGA Representative Enhancement Award, and the Settlement Administration Costs. The Net Settlement Amount is the total amount that will be paid seventy-five (75) percent to the LWDA as the PAGA Payment and twenty-five (25) percent to the PAGA Group Members as Individual PAGA Payments.

11. PAGA

The “PAGA” refers to the California Labor Code Private Attorneys General Act of 2004, California Labor Code § 2698 *et seq.*

12. PAGA Counsel

“PAGA Counsel” refers to Mehrdad Bokhour and Bokhour Law Group, P.C and Joshua Falakassa, P.C..

13. PAGA Members

PAGA Members are all persons currently or formerly employed by Defendant as non-exempt hourly employees in the State of California from March 22, 2022 to the date of the Order Approving Settlement or May 19, 2024, whichever is sooner.

14. PAGA Member Information

“PAGA Member Information” means information on the PAGA Members compiled from Defendant’s records and provided to the Settlement Administrator in a Microsoft Excel spreadsheet, including each PAGA Member’s full name; last known address; social security number; dates of employment; data available in Defendant’s electronic records regarding Pay Periods to the extent available based upon existing electronic records, to allow the Settlement Administrator to determine the Pay Periods for each PAGA Member.

15. PAGA Notice Letter

“PAGA Notice Letter” is the PAGA Notice Letter filed by Plaintiff Alyssa Coulter with the LWDA on March 20, 2023 and the Amendment thereto filed with the LWDA on April 29, 2024.

16. PAGA Representative Enhancement and General Release Payment

“PAGA Representative Enhancement and General Release Payment” means the amount the Court authorizes to be paid to the PAGA Member Representative (Plaintiff), in addition to her Individual PAGA Payment, in recognition of her efforts and the risks attendant to assisting with the prosecution of the Action, and for executing a general release of claims with Defendant.

17. PAGA Settlement Period

“PAGA Settlement Period” means the period from March 22, 2022 through the date of the order approving the Settlement or May 19, 2024, whichever is sooner.

18. Parties

“Parties” means Plaintiff and Defendant, collectively.

19. Pay Period

Pay Period means any pay period during which a Settlement Group Member performed any compensable work as a non-exempt or hourly employee for Defendant for at least one day during the PAGA Settlement Period(2). If it can be readily determined, Pay Periods where someone was employed, but did not record any hours, can be excluded from the Pay Period calculation.

20. Plaintiff

“Plaintiff” means Plaintiff Alyssa Coulter.

21. Plaintiff’s Released Claims

“Plaintiff’s Released Claims” means all known and unknown claims against the Released Parties, including the “Released Claims,” as well as any and all claims, demands, liens, agreements, contracts, covenants, actions, suits, causes of action, grievances, wages, vacation payments, severance payments, obligations, commissions, overtime payments, debts, profit sharing claims, expenses, damages, judgments, orders, and liabilities of whatever kind or nature in state or federal law, equity or otherwise, whether known or unknown, which Plaintiff now owns or holds or has at any time owned or held against the Released Parties, including specifically, but not exclusively, and without limiting the generality of the foregoing, any and all claims known or unknown, suspected or unsuspected: (1) arising out of Plaintiff’s employment with Defendant or termination of that employment; or (2) arising out of or in any way connected with any claim, loss, damage, or injury whatsoever, known or unknown, suspected or unsuspected, resulting from any act or omission by or on the part of Defendants or the Released Parties, committed or omitted by Defendant or the Released Parties on or before the date this Agreement is executed by Plaintiff. Furthermore, without limiting the generality of the foregoing, Plaintiff also specifically agrees and acknowledges she is waiving any right to recovery based on state or federal age, sex, race, color, national origin, marital status, religion, veteran status, disability, sexual orientation, medical condition, genetic condition, or other antidiscrimination laws, rules, regulations, or ordinances, including, but not limited to, Title VII of the Civil Rights Act of 1964, Sections 1981 and 1983 of the Civil Rights Act of 1866, the Fair Credit Reporting Act, the Americans with Disabilities Act, the WARN Act, the Equal Pay Act, the Employee Retirement Income Security Act, California Business and Professions Code section 17200, et seq., the Age Discrimination in Employment Act of 1967, as amended (“ADEA”), and the Older Workers Benefit Protection Act, as amended (“OWBPA”) (except a claim relating to whether this release or waiver is valid under the ADEA and except for any claims under the ADEA that may arise after the date this Agreement is executed by Employee Plaintiff), the California Labor Code and any similar state or local laws, such as the California Fair Employment and Housing Act, California Family Medical Leave Act, the California Family Rights Act, and all of their implementing regulations and interpretive guidelines, as well as in common law, including laws related to discrimination, harassment, or retaliation, whether known or unknown, and whether anticipated or unanticipated, arising from or relating to

the Plaintiff's relationship, or the termination of the relationship, with any Released Party through the date this Agreement is executed by Plaintiff for any type of relief. For full avoidance of doubt, this is a complete and general release of all claims to the maximum extent permitted by law. The scope of this release does not include claims for unemployment insurance, disability, social security, and workers' compensation (except for claims pursuant to Labor Code Sections 132a and 4553).

As of the Effective Date and full funding of the GSA, Plaintiff also releases the Released Parties from all of the Plaintiff's Released Claims, as well as the Released Claims. Plaintiff's release set forth herein includes a waiver of all rights under California Civil Code §1542, which provides:

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.

Plaintiff may hereafter discover claims or facts in addition to, or different from, those which she knows or believes to exist, but Plaintiff expressly agrees to fully, finally, and forever settle and release any and all claims against the Released Parties, known or unknown, suspected or unsuspected, which exist or may exist against the Released Parties at the time prior to the execution of this Agreement, including, but not limited to, any and all claims relating to or arising from Plaintiff's employment with Defendant.

22. Qualified Settlement Fund ("QSF")

"Qualified Settlement Fund" or "QSF" means the account established by the Settlement Administrator, which the Parties agree shall at all times be treated as a "Qualified Settlement Fund" within the meaning of Treas. Reg. §1.468B-1, *et seq.*

23. Released Claims

"Released Claims" shall mean all causes of action and factual or legal theories alleged in the Operative Complaint, including all of the following claims for relief:

All causes of action and factual or legal theories for civil penalties under PAGA alleged in the Operative Complaint and the PAGA Letter, including any amendments thereto, or which reasonably could have been alleged based upon the facts and legal theories contained in the operative complaint under PAGA and the PAGA Letter, including amendments thereto, including, but not limited to all of the following claims for relief:

- (a) All claims for civil penalties for meal period violations, including claims for (1) first and second meal periods, (2) short, late, missed, interrupted, on-duty, and/or otherwise improperly controlled meal periods, (3) the failure to pay premium

wages, (4) the failure to pay premium wages at the correct regular rates, and (5) the failure to properly record meal periods;

- (b) All claims for civil penalties for rest break violations, including claims for (1) first, second, third, and fourth rest breaks, (2) short, late, missed, interrupted, on-duty, and/or otherwise improperly controlled rest breaks, (3) the failure to pay premium wages, and (4) the failure to pay premium wages at the correct regular rates;
- (c) All claims for civil penalties related to the failure to pay overtime wages, including the failure to pay overtime wages at the correct regular rate of pay;
- (d) All claims for civil penalties for the untimely payment of wages during employment, including minimum wage, straight time, overtime, and premium wages, per Labor Code sections 204 and 210;
- (e) All claims for civil penalties for failure to pay sick and wellness wages at the correct regular rate of pay;
- (f) All claims for civil penalties for the failure to pay vacation/PTO pay at the correct regular rates of pay;
- (g) All claims for civil penalties for the failure to pay vacation pay at the final rate of pay at the time of termination of employment;
- (h) All claims for civil penalties for the untimely payment of final wages and associated waiting time penalties under sections 201 to 203 of the Labor Code;
- (i) All claims for civil penalties for the provision of improper or inaccurate wage statements, including any alleged violations of Labor Code section 226(a)(1)-(9), based upon the allegations in the Action;
- (j) All claims for civil penalties for failure to maintain accurate and complete employment records, including timekeeping and payroll records;
- (k) All claims for civil penalties for the failure to pay all wages due, including minimum, overtime, straight time, and premium wages;
- (l) All claims for civil penalties for failure to reimburse necessary business expenses;
- (m) All claims for civil penalties for failure to timely produce personnel and payroll records;
- (n) All claims for civil penalties for alleged failure to provide suitable seating; and
- (o) All claims for attorneys' fees and costs arising out of the Action (collectively, the "Released Claims").

The period of the Release shall extend to the limits of the PAGA Settlement Period. The *res judicata* effect of the Judgment will be the same as that of the Release.

24. Released Parties

“Released Parties” means Defendant GameStop, Inc. and its past, present and/or future, direct and/or indirect, owners, officers, directors, trustees, members, managers, employees, contractors, agents, representatives, attorneys, insurers, subsidiaries, affiliates, partners, investors, shareholders, administrators, parent companies, divisions, predecessors, successors, joint venturers, and assigns.

25. Settlement

“Settlement” or “Agreement” means this PAGA Representative Action Settlement Agreement and Release.

26. Settlement Administrator

“Settlement Administrator” means ILYM Group, Inc., the third-party company that is responsible for administering the settlement, mutually agreed to by the Parties and appointed by the Court upon PAGA Counsel’s Motion for Approval of this Settlement.

27. Settlement Administrator Costs

“Settlement Administrator Costs” means the amount to be paid to the Settlement Administrator from the Gross Settlement Amount for administration of this Settlement.

28. Procedural History

On or about March 22, 2023, Plaintiff provided written notice to the LWDA of the alleged Labor Code violations. On or about May 31, 2023, Plaintiff filed a PAGA Representative Action Complaint, stating a single cause of action under PAGA, in the Sacramento County Superior Court, Case No. 23CV002568. On April 29, 2024, Plaintiff submitted an Amended Notice to the LWDA. On [], Plaintiff filed a First Amended Complaint (“the Operative Complaint”) consistent with the Amended PAGA Notice.

On March 19, 2024, the Parties participated in a mediation session with Tripper Ortman, Esq., a prominent mediator experienced in resolving wage and hour class and representative actions. As a result of the mediator’s efforts, the Parties reached an agreement to settle all claims and causes of action alleged in the Action by the Plaintiff under the California Labor Code and the applicable California Wage Order.

Before the mediation, Defendant produced extensive documentation including time and pay data, policy documents, PAGA size information, Pay Period information, and information regarding the hourly rates of the PAGA members. Defendants provided data, information, and documents

sufficient to enable Plaintiff and Plaintiff's Counsel to rigorously evaluate the strengths and risks of the case and perform an analysis of the potential damages arising from the claims made in this case.

29. No Admission

Defendant denies any liability or wrongdoing of any kind associated with the claims asserted in the Action. Defendant also disputes the penalties claimed by Plaintiff, and further contends that, for any purpose other than settlement, Plaintiff's claims are not appropriate for representative treatment. This Settlement is a compromise of disputed claims. Nothing contained in this Settlement, no documents referred to herein, and no action taken to carry out this Settlement, shall be construed or used as an admission by or against Defendant, as to the merits of the claims asserted in the Action or in any other proceeding.

Defendant contends that, at all times, it has complied with all applicable state, federal, and local laws related to the PAGA Members' employment. Defendant has entered into this Settlement to avoid the cost, risk and inconvenience of further litigation. Nothing contained in this Settlement, nor the fact of this Settlement itself, shall be construed or deemed as an admission of liability, or wrongdoing on the part of the Defendant.

Pursuant to California Evidence Code sections 1152 and 1154, this Settlement shall be inadmissible as evidence in any proceeding; except that the Settlement may be filed and used in this litigation or any related litigation as necessary to approve, interpret, or enforce this Settlement, or in any subsequent action against or by Defendant to support a stay of such subsequent action, or to establish a defense of *res judicata*, collateral estoppel, release, good faith settlement, judgment bar or reduction, or any other theory of claim preclusion or issue preclusion or similar defense or counterclaim. The Parties agree this Settlement cannot be used to support any claim for subsequent penalty violation rates under the PAGA in any subsequent PAGA litigation.

30. Benefits of Settlement to PAGA Members

PAGA Counsel investigated the facts relevant to the Action, including reviewing documents and information provided by Defendant. Based on their own independent investigation and evaluation, Counsel believes the Settlement with Defendant is fair, reasonable, and adequate, and in the best interest of the PAGA Members, in light of all known facts and circumstances, including the risks of significant delay, defenses asserted by Defendant, uncertainties regarding a representative trial, and numerous potential appellate issues. Accordingly, the Parties and their counsel desire to fully, finally, and forever settle, compromise, and discharge all disputes and claims arising from or relating to the Action on the terms set forth herein.

Defendant has concluded any further defense of this litigation would be protracted and expensive for all Parties. Substantial amounts of Defendant's time, energy, and resources have been and, unless this Settlement is completed, will continue to be devoted to, the defense of the claims asserted by Plaintiff in the Action. Defendant has also taken into account the risks of further litigation in reaching the decision to enter into this Settlement. Even though Defendant continues to contend it is not liable for any of the claims set forth by Plaintiff in the Action, Defendant has agreed, nonetheless, to settle in the manner and upon the terms set forth in this Agreement to put

to rest the claims in the Action.

31. Settlement of Disputed Claims

This Agreement is a compromise of disputed claims. Defendant has claimed and continues to claim the Released Claims have no merit and do not give rise to liability. Plaintiff and PAGA Members have claimed and continue to claim the Released Claims have merit and give rise to liability on the part of Defendant. Nothing contained in this Agreement, no documents referred to herein, and no action taken to carry out this Agreement, may be construed or used as an admission by or against the PAGA Group Members or PAGA Counsel as to the merits or lack thereof of the claims asserted in this Action.

32. Release by the Plaintiff

Upon the Effective Date and full funding of the Gross Settlement Amount, the Plaintiff fully and finally releases the Released Parties from the Plaintiff's Released Claims.

33. Release for All PAGA Members

Upon the Effective Date and full funding of the Gross Settlement Amount, as Representatives of the State of California and on behalf of the LWDA, Plaintiff and all PAGA Group Members fully and finally release the Released Parties from the Released Claims during the PAGA Settlement Period. These releases will take effect whether or not a PAGA Member receives his or her Individual PAGA Payment or cashes and deposits any Individual PAGA Payment check.

34. Motion for Settlement Approval

PAGA Counsel shall be responsible for preparing the Motion for Settlement Approval. PAGA Counsel agrees to provide Counsel for Defendant with drafts of the motion for approval of the settlement and Proposed Order they intend to submit in support of their Motion for Settlement Approval at least five (5) calendar days in advance of filing to allow Defendant's Counsel a reasonable time to review and comment on such papers. PAGA Counsel further agrees to reasonably incorporate the comments from Counsel for Defendant.

35. Settlement Administrator

Within fifteen (15) calendar days following the date the Court grants Approval of this Agreement, Defendant shall provide the Settlement Administrator with the PAGA Member Information for purposes of mailing the PAGA payments. The Settlement Administrator shall maintain the PAGA Member Information as private and confidential and shall not disclose such data to any persons or entities, other than Counsel for Defendant, except relevant information can be provided to Plaintiff's Counsel, on an individual basis only, and only when necessary for PAGA Counsel to respond to specific inquiries or requests from individual PAGA Group Members.

The PAGA Member Information is being supplied solely for purposes of the administration of the Settlement set forth in this Agreement and cannot be used by the Settlement Administrator or PAGA Counsel for any other purpose. The Parties agree the PAGA Member Information will not be used to solicit PAGA Members to file any claim, charge, or complaint of any kind whatsoever against Defendant and will only be used to administer the Settlement under the terms provided herein.

Notwithstanding the above, within five (5) calendar days of the receipt of the PAGA Member Information, the Settlement Administrator shall verify, in writing, to PAGA Counsel and Counsel for Defendant, the total number of PAGA Members and Pay Periods to determine whether the modification provision is triggered.

Any disputes not resolved by the Settlement Administrator concerning the administration of the Settlement will be resolved by the Court under the laws of the State of California. Prior to any such involvement of the Court, counsel for the Parties will confer in good faith to attempt to resolve the dispute without involving the Court.

36. Funding of the Qualified Settlement Fund

No later than ten (10) calendar days after the Effective Date, the Settlement Administrator shall send Defendant's Counsel electronic wiring instructions for paying the Gross Settlement Amount into the QSF. No later than thirty (30) calendar days after the Effective Date, Defendant shall fund the QSF.

37. Net Settlement Amount

The Net Settlement Amount will be determined by the Settlement Administrator by subtracting PAGA Counsel Award, PAGA Representative Enhancement Award, PAGA Payment, and Settlement Administrator Costs from the GSA. The anticipated Net Settlement Amount is \$[]. The Parties estimate the amount of the Net Settlement Amount to be calculated as follows:

Gross Settlement Amount	\$1,000,000
PAGA Representative Enhancement Award	Up to \$10,000.00 to Plaintiff
Requested PAGA Counsel Fees	Up to \$333,333.33
Requested PAGA Counsel Expenses	Up to \$25,000
Settlement Administrator Costs	\$15,000
Total LWDA Payment	\$(462,500)
Total PAGA Members Payment	\$ 154,166.67

This is a non-reversionary Settlement in which Defendant will pay the GSA. No portion of the GSA will revert to Defendant. Any award of less than the amounts requested for enhancements, administrative costs, litigation costs, or attorney fees will be returned to the Net Settlement Amount and distributed to PAGA Members.

38. Settlement Administration Dates

PAGA Counsel shall provide Defendant's Counsel a draft Motion for Settlement Approval for Defendant's review and input	5 calendar days in advance of filing.
Settlement Administrator shall send to Defendant's Counsel the electronic wiring instructions for the Settlement Amount	10 calendar days after the Effective Date.
Defendant shall fund the QSF	30 calendar days after the Effective Date.
Defendant shall provide PAGA Member Information to the Settlement Administrator	30 days after the Effective Date.
PAGA Counsel will provide draft letter to PAGA Members to Defendant's counsel for review and input	5 calendar days after Defendant funds the QSF.
Settlement Administrator shall mail PAGA Member Payments	10 calendar days after Defendant funds the QSF.
Settlement Administrator shall mail the PAGA Representative Enhancement Award	10 calendar days after Defendant funds the QSF.
Settlement Administrator shall mail the PAGA payment to the LWDA	10 calendar days after Defendant funds the QSF.
Settlement Administrator shall mail the PAGA Counsel Award	10 calendar days after Defendants funds the QSF.
Settlement Administrator shall be paid the Settlement Administrator Costs.	10 calendar days after the Defendant funds the QSF
Settlement Administrator shall mail reminder postcards to the PAGA Members whose settlement checks were not returned or cashed.	100 calendar days <u>before</u> the PAGA Payments expire.
Settlement Administrator shall deposit any remaining funds with the State of California Unclaimed Property Fund	180 calendar days after the mailing of the PAGA Payments
The Parties shall submit a declaration from the Settlement Administrator attesting to the completion of the disbursement of the settlement funds	30 calendar days after the check cashing deadline

39. PAGA Payments

A total amount of \$616,666.67 from the GSA will be allocated as the PAGA Payment to be paid as penalties under PAGA, of which seventy-five percent (75%), *i.e.*, \$462,500, will be the LWDA PAGA Payment to paid to the LWDA, and the remaining twenty-five (25%), *i.e.*, \$154,166.67, shall be distributed to the PAGA Members as Individual PAGA Payments. Any portion of the PAGA Payment not approved by the Court shall be added to the Net Settlement Amount and any

additional amount ordered by the Court shall be paid from the GSA. In no event shall Defendant be required to pay in excess of the GSA in such circumstances.

The LWDA PAGA Payment will be paid to the LWDA within ten (10) calendar days after Defendant fully funds the settlement.

The PAGA Group Member Payment is to be distributed to the PAGA Members as Individual PAGA Payments and shall be distributed based on a pro rata share based on the number of Pay Periods during the PAGA Settlement Period. To establish the pay period value, the Settlement Administrator will first determine the total number of Pay Periods during the PAGA Settlement Period. The pay period value will be equal to 25% of the PAGA Payment divided by the total number of Pay Periods worked by all PAGA Members during the PAGA Settlement Period. The Pay Period value will be rounded to the nearest cent. The amount of the Individual PAGA Payment to be paid to each PAGA Member will be determined by multiplying the Pay Period value by the PAGA Member's total number of Pay Periods during the PAGA Settlement Period. Individual PAGA Payments shall be mailed by regular First-Class U.S. Mail to each PAGA Member's last known mailing address within ten (10) calendar days after Defendant fully funds the settlement. A letter explaining the Settlement will be included in the mailing of each PAGA Member's check.

40. PAGA Representative Enhancement Award

Plaintiff will make an application to the Court for a PAGA Representative Enhancement Award of up to \$10,000.00. The PAGA Representative Enhancement Award shall be paid to Plaintiff from the GSA no later than ten (10) calendar days after Defendant fully funds the Settlement. The PAGA Representative Enhancement Award shall be in addition to the payment as a PAGA Group Member. Any amount requested by Plaintiff for the PAGA Representative Enhancement Award that is not granted by the Court shall return to the Net Settlement Amount and be distributed to PAGA Members, as provided in this Agreement. In the event the Court reduces or does not approve the requested PAGA Representative Enhancement Award, Plaintiff and PAGA Counsel shall not have the right to modify or revoke the Settlement, or to appeal such order, nor will Plaintiff or PAGA Counsel seek, request, or demand an increase to the Gross Settlement Amount on that basis.

41. PAGA Counsel Award

PAGA Counsel will file a motion for attorney's fees in the amount of up to one third (33.33%) of the GSA, and for the reimbursement of reasonable litigation costs and expenses associated with Counsel's prosecution of this matter to be paid from the GSA. Counsel shall be paid the PAGA Counsel Award no later than ten (10) calendar days after Defendant fully funds the settlement. Any amount requested by PAGA Counsel for the PAGA Counsel Award and not granted by the Court shall return to the Net Settlement Amount and be distributed to PAGA Members, as provided in this Agreement.

This Settlement is not contingent upon the Court awarding PAGA Counsel any particular amount in attorney's fees and costs and, in the event that the Court reduces or does not approve the requested PAGA Counsel Award, Plaintiff shall not have the right to modify or revoke the Settlement, or to appeal such order, nor will Plaintiff seek, request, or demand an increase to the

GSA on that basis.

42. Tax Treatment

The Parties acknowledge and agree all PAGA Settlement Payments set forth under the Settlement are attributable as penalties and none are attributable as wages. Accordingly, the parties acknowledge and agree Defendant is not responsible for any employer-sided taxes in connection with any PAGA Settlement Payments under this Settlement. Plaintiff, PAGA Counsel, and the PAGA Members shall be solely responsible for the reporting and payment of their share of any federal, state, and/or municipal income or other taxes on payments made pursuant to this Agreement, and shall hold Defendant and Defendant's counsel free and harmless from any claims resulting from the treatment of such payments as non-taxable, including the treatment of such payments as not subject to withholding or deduction for payroll and employment taxes.

The Settlement Administrator will report each payment made from the QSF to state and federal government authorities, including the Internal Revenue Service, to the extent required by law. All Individual PAGA Payments shall be allocated as 100% penalties, for which a Form 1099 will be issued if required. The Settlement Administrator shall issue an I.R.S. Form 1099 if required for the remaining payments under this Agreement. Plaintiff and any PAGA Member who receives any Individual PAGA Payment should consult with their tax advisors concerning the tax consequences of the payments they receive under the Settlement.

43. No Tax Advice

Defendant has not made any representations as to the taxability to any PAGA Members regarding the Individual PAGA Payments, the payment of any attorney's fees and expenses to PAGA Counsel, or the payment of the PAGA Representative Enhancement Award to the PAGA Representative. Neither Plaintiff, PAGA Counsel, nor Defendant's Counsel are providing any advice regarding taxes or taxability, nor shall anything in this Settlement be relied upon as such within the meaning of United States Treasury Department Circular 230 (31 CFR Part 10, as amended) or otherwise.

44. Unclaimed Settlement Payment(s)

After one hundred and eighty (180) calendar days of the mailing of the Individual PAGA Payment checks, any remaining funds attributable to unclaimed, undeliverable, or expired PAGA Payment checks shall be tendered to the Controller of the State of California to be held pursuant to the Unclaimed Property Fund in the name of each PAGA Member who did not cash their Individual PAGA Payment check. This is a non-reversionary settlement. If the amount related to uncashed settlement checks cannot be tendered to the Controller of the State of California, the parties will mutually agree to an alternative recipient option.

45. Settlement Administrator Costs

The Settlement Administrator has provided a settlement administration quote for \$15,000. Upon filing the Motion for Settlement Approval, Plaintiff will request the Court to award an amount

equal to the actual administration costs. The Settlement Administrator shall have the authority and obligation to make payments, credits, and disbursements to PAGA Members in the manner set forth herein, calculated in accordance with the methodology set out in this Agreement and orders of the Court. The Parties agree to cooperate in the Settlement Administration process and to make reasonable efforts to control and minimize the cost and expenses incurred in administration of the Settlement. The Settlement Administrator shall be paid the Settlement Administrator Costs no later than fifteen (15) calendar days after Defendant fully funds the settlement. Any amount requested for the Settlement Administrator Costs and not granted by the Court shall return to the Net Settlement Amount and be distributed as otherwise provided in this Agreement.

46. Settlement Administrator Duties

In addition to establishing the QSF, the Settlement Administrator shall be responsible for the following: creating a plan of settlement administration and settlement fund distribution; using the PAGA Member Information to calculate each PAGA Member's Individual PAGA Payment; ascertaining the identity and whereabouts of the PAGA Members; communicating with PAGA Members as necessary; printing and mailing the tax forms to the PAGA Members as directed by the Court (including, but not limited to, the 1099s); processing and mailing payments to Plaintiff, PAGA Counsel, the LWDA, and PAGA Members; complying with all tax reporting notice and filing requirements; carrying out all other duties related to the QSF's documentation and filing; providing declaration(s) as necessary in support of approval of this Settlement; providing status reports as needed, among other administrative duties; and other tasks as the Parties mutually agree or the Court orders the Settlement Administrator to perform. The Settlement Administrator shall keep the Parties timely apprised of the performance of all Settlement Administrator responsibilities.

Defendant and its Counsel shall have no responsibility for validating or ensuring the accuracy of the Settlement Administrator's work. Plaintiff, PAGA Counsel, Defendant, and Defendant's Counsel shall not bear any responsibility for any errors or omissions in the calculation or distribution of the Individual PAGA Payments, or any other distribution of monies contemplated by this Agreement.

47. Nullification of Agreement

In the event: (a) the Court denies approval of the Settlement; (b) the Court refuses to enter a Final Judgment as provided herein; or (c) the Settlement does not become final for any other reason, this Agreement shall be null and void and any order or judgement entered by the Court in furtherance of this Settlement shall be treated as void from the beginning.

48. No Publicity

Plaintiff and PAGA Counsel agree not to disclose or publicize the Settlement, including the fact of the Settlement, its terms and contents, and the negotiations underlying the Settlement in any manner or any form, directly or indirectly, to any person or entity, except PAGA Members as reasonably required to effectuate the Settlement. For the avoidance of doubt, Plaintiff and Plaintiff's Counsel agree not to issue any press release, communicate with, or respond to any media

or publication entities, publish information in manner or form, whether printed or electronic, on any medium or otherwise communicate, whether by print, video, or recording or any other medium, with any person or entity concerning the Settlement, including the fact of the Settlement, its terms or contents and the negotiations underlying the Settlement, except as reasonably required to effectuate the terms of the Settlement and provide notice to the PAGA Members. Nothing in this Agreement is intended to prevent Plaintiff or PAGA Counsel from disclosing or discussing the terms of the Settlement (a) with the Court; (2) with the PAGA Members; (c) with the Settlement Administrator; (d) with the LWDA in conformity with the PAGA; (e) as otherwise required to fulfill PAGA Counsel's obligations under the Settlement; or (f) as otherwise required by law.

49. No Other Actions.

Other than the instant Action, Plaintiff and PAGA counsel represent they have no current intention of asserting any claims against Defendant in any judicial or administrative forum. Plaintiff and PAGA counsel further represent they do not currently represent any persons who have expressed an interest in pursuing litigation or seeking any recovery against Defendant. The Parties acknowledge, understand, and agree the representations in this paragraph are essential to this Settlement and this Settlement would not have been entered were it not for this representation.

50. No Effect on Employee Benefits

The PAGA Representative Enhancement Award and Individual PAGA Payments shall be deemed not to be pensionable earnings and shall not have any effect on the eligibility for, or calculation of, any employee benefits (e.g., vacations, holiday pay, retirement plans, etc.) of the respective Plaintiff and PAGA Members. The Parties agree that any PAGA Representative Enhancement Award and Individual PAGA Payments paid to Plaintiff and PAGA Members under the terms of this Settlement do not represent any modification of any previously credited hours of service or other eligibility criteria under any employee pension benefit plan or employee welfare benefit plan sponsored by the Defendant. Further, any PAGA Representative Enhancement Award and Individual PAGA Payments shall not be considered "compensation" in any year for purposes of determining eligibility for, or benefit accrual within, an employee pension benefit plan or employee welfare benefit plan sponsored by the Defendant.

51. Representation

All of the Parties have been represented by counsel throughout all negotiations which preceded the execution of this Settlement, and all Parties have been advised by counsel prior to entering into this Settlement.

52. Headings

The descriptive headings of any paragraphs or sections of this Agreement are inserted for convenience of reference only and do not constitute a part of this Agreement.

53. Interim Stay of Proceedings

Upon full execution of this Agreement, the Parties agree to jointly request the Court to stay

proceedings except for the proceedings necessary to implement and complete the Settlement.

54. Amendment or Modification

This Agreement may be amended or modified only by a written instrument signed by counsel for all Parties or their successors-in-interest.

55. Entire Agreement

This Agreement constitutes the entire Agreement among these Parties, and no oral or written representations, warranties, or inducements have been made to any Party concerning this Agreement or its Exhibits other than the representations, warranties, and covenants contained and memorialized in the Agreement and its Exhibits. The Parties are entering into this Agreement based solely on the representations and warranties herein and not based on any promises, representation, and/or warranties not found herein.

56. Authorization to Enter into Agreement

Counsel for all Parties are expressly authorized by the Parties whom they represent to negotiate this Agreement and take all appropriate actions required or permitted to be taken by such Parties pursuant to this Agreement to effectuate its terms, and to execute any other documents required to effectuate the terms of this Agreement.

The Parties will cooperate with each other and use their best efforts to effect the implementation of the Settlement. In the event the Parties are unable to reach agreement on the form or content of any document needed to implement the Settlement, or on any supplemental provisions that may become necessary to effectuate the terms of this Settlement, the Parties may seek the assistance of the Court to resolve such disagreement. The person signing this Agreement on behalf of the Defendant represents and warrants that she or she is authorized to sign this Agreement on behalf of the Defendant. Plaintiff represents and warrants that she is authorized to sign this Agreement and that she has not assigned any claim, or part of a claim, covered by this Settlement to a third-party.

57. Binding on Successors and Assigns

This Agreement shall be binding upon, and inure to the benefit of, the successors or assigns of the Parties hereto, as previously defined.

58. California Law Governs

All terms of this Agreement and the Exhibits hereto shall be governed by and interpreted according to the laws of the State of California.

59. Counterparts

This Agreement may be executed in one or more counterparts. All executed counterparts and each

of them shall be deemed to be one and the same instrument.

60. Jurisdiction of the Court

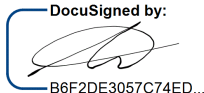
Pursuant to California Code of Civil Procedure section 664.6, the Court shall retain jurisdiction with respect to the interpretation, implementation, and enforcement of the terms of this Agreement and all orders and judgments entered in connection therewith, and the Parties and their counsel submit to the jurisdiction of the Court for purposes of interpreting, implementing, and enforcing the settlement embodied in this Agreement and all connected orders and judgments.

61. Invalidity of Any Provision

Before declaring any provision of this Agreement invalid, the Court shall first attempt to construe the provisions valid to the fullest extent possible consistent with applicable precedents so as to define all provisions of this Agreement valid and enforceable.

WHEREFORE, Plaintiff, on behalf of herself, the State of California, and the PAGA Members, and Defendant have executed this Agreement as of the dates set forth below.

Date: 5/20/2024

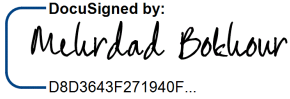
By: 
Alyssa Coulter, Plaintiff

Date: 5/23/2024

By: 
Authorized Agent for Defendant GameStop, Inc.

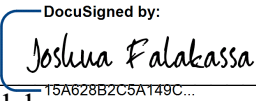
APPROVED AS TO FORM

Date: 5/20/2024

By:  DocuSigned by:
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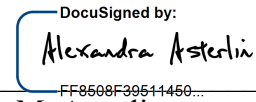
Mehrdad Bokhour
Bokhour Law Group, P.C.
Counsel for Plaintiff

Date: 5/20/2024

By:  DocuSigned by:
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Joshua Falakassa
Falakassa Law, P.C.
Counsel for Plaintiff

Date: 5/23/2024

By:  DocuSigned by:
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Alexandra M. Asterlin
Paul M. Smith
Ogletree, Deakins, Nash, Smoak & Stewart, P.C.
Counsel for Defendant