SETTLEMENT AGREEMENT

This Settlement Agreement ("Settlement Agreement," "Settlement," or "Agreement") is made and entered by and between Plaintiff James Geoffrey Fraizer ("Plaintiff") and Defendants Blizzard Entertainment, Inc., Activision Blizzard, Inc., Activision Blizzard Media, LLC, Activision Blizzard Shared Services, Inc., Activision Blizzard Studios, LLC, and Activision Publishing, Inc. (collectively "Defendant") to settle the action entitled *Fraizer v. Blizzard Entertainment, Inc., et al.* (Case No. 24STCV13174)[1] ("Lawsuit"). Plaintiff and Defendant are collectively referred to herein as the "Parties", and each may be individually referred to herein as a "Party".

RECITALS

This Agreement is made in consideration of the following facts:

A. Plaintiff is a former hourly-paid, non-exempt employee of Defendant Blizzard Entertainment, Inc.

B. Plaintiff contends that Plaintiff suffered one or more Labor Code violations during Plaintiff's employment with Defendant and that Plaintiff is an "aggrieved employee" under the Private Attorneys General Act of 2004 ("PAGA").

C. On October 26, 2023, Plaintiff contends that Plaintiff provided written notice to the California Labor and Workforce Development Agency ("LWDA") and Defendant of the specific provisions of the Labor Code that Plaintiff contends were violated and the theories supporting the contentions ("PAGA Notice").

D. On May 24, 2024, Plaintiff filed a representative PAGA action in the Superior Court of California, County of Los Angeles.

E. After engaging in discovery, investigations, and negotiation, on October 30, 2025, the Parties attended mediation with the mediator Hon. S. James Otero (Ret.) but were unable to negotiate a settlement at the time. After continued negotiations with the mediator's assistance, the Parties negotiated a tentative settlement, subject to the Court's approval.

F. In line with the settlement, on January 13, 2026, Plaintiff provided an amended written notice to the LWDA and Defendant of the specific provisions of the Labor Code that Plaintiff contends were violated and the theories supporting the contentions.

G. On February 10, 2026, Plaintiff filed a First Amended Complaint that: (1) adjusted the "aggrieved employees" definition; (2) corrected the spelling of Plaintiff's name; and (3) updated the factual allegations underlying the cause of action. The First Amended Complaint was predicated on the alleged: (a) failure to pay minimum and overtime wages; (b) failure to provide meal periods and rest breaks; (c) failure to timely pay wages during employment; (d) failure to timely pay wages upon termination; (e) failure to provide complete and accurate wage statements;

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1 The Original Complaint was filed as *Frazier v. Blizzard Entertainment, Inc., et al*.

(f) failure to reimburse business expenses; and (g) failure to pay vested vacation ("PAGA Claims").

H. Defendant denies all the allegations in this Lawsuit and any contention that it committed any misconduct, wrongdoing, or any other actionable conduct of any kind, including any violation of the Labor Code.

I. The Parties have analyzed and investigated the facts and law relevant to this Lawsuit. Defendant produced documents, including, but not limited to, information pertaining to the employment policies, practices, and procedures implicated by the PAGA Claims. These documents produced included meal and rest breaks, overtime, timekeeping, and payroll policies.

SETTLEMENT TERMS

1. **Court Approval of this Agreement.** In accordance with Labor Code section 2699(l)(2), the Parties will present this Agreement to the Court for its review and approval via a stipulation or noticed motion.

2. **Delivery of this Agreement to the LWDA.** As required by Labor Code section 2699(l)(2), Plaintiff will cause this Agreement to be submitted to the LWDA at the same time that this Agreement is submitted to the Court for approval.

3. **Effective Date.** This Agreement shall become fully effective the later of the following dates: (a) thirty (30) calendar days after entry of court approval if there are no procedures that could give rise to an appeal; (b) if there is an objection, intervention, or other procedure that can give rise to an appeal, the expiration of the time to appeal without a timely appeal filed; or (c) if there is a timely appeal, the disposition of the appeal and any further appeal, affirming approval of the Settlement.

4. **No Admission of Liability.**

(a) The Parties acknowledge and agree that this Agreement is the result of a compromise and settlement of disputed claims in this Lawsuit. Defendant denies all allegations made by Plaintiff in this Lawsuit and denies that it is liable or owes any damages, penalties, or other compensation or remedies to anyone regarding the PAGA Claims. Defendant denies any liability or wrongdoing of any kind in connection with Plaintiff's claims and contends that it complied in all respects with applicable state and federal laws and regulations. Defendant agreed to settle this Lawsuit to avoid the burden, expense, and uncertainty of litigation.

(b) The Parties concur that this Agreement is a settlement document and shall be inadmissible for any purpose in any proceeding, except an action or proceeding to approve, interpret, or enforce the terms of this Agreement. The Parties agree that, to the extent permitted by law, this Agreement may be pleaded as a full and complete defense to, and may be used as the basis for an injunction against, any action or other proceeding that may be instituted, prosecuted, or attempted in breach of this Agreement.

5. **Aggrieved Employees and PAGA Period.**

(a) **Aggrieved Employees.** All current and former non-exempt or hourly-paid employees of Blizzard Entertainment, Inc. or Activision Blizzard, Inc. within the State of California at any time during the PAGA Period.

(b) **PAGA Period.** This Agreement shall cover the period from March 20, 2023, through December 31, 2025.

(i) Defendant estimates that there are about 965 Aggrieved Employees that worked around 38,500 pay periods as of the date of mediation (October 30, 2025).

(ii) There will be no reversion to Defendant and no claims process for the Aggrieved Employees to receive payment.

(iii) There will be no right of Aggrieved Employees to opt out of or object to the Settlement.

6. **Settlement Administration.**

(a) The Parties will retain Phoenix Class Action Administration Solutions to serve as the Administrator.

(b) The Administrator shall establish a qualified settlement fund pursuant to 26 U.S.C. section 486B, make all the payments required by this Agreement, handle all the required tax withholding and reporting related thereto to the extent necessary, and issue all the appropriate tax forms to Plaintiff, Plaintiff's Counsel, Aggrieved Employees, and LWDA resulting from the settlement payments under this Agreement.

7. **Settlement Payments.**

(a) **Gross Settlement Amount.** In consideration of the promises, terms, and conditions set forth in this Agreement, Defendant shall pay the maximum gross sum of $290,000 ("Gross Settlement Amount") in the manner and method set forth herein. Excluding the Escalator Clause, nothing in this Agreement shall require Defendant to pay more than the Gross Settlement Amount to settle this Lawsuit and all claims alleged therein.

(b) **Allocation of the Gross Settlement Amount.** The Gross Settlement Amount shall consist of the following payments: (i) attorneys' fees to Plaintiff's Counsel ("Plaintiff's Counsel Fees Payment"); (ii) litigation costs and expenses to Plaintiff's Counsel ("Plaintiff's Counsel Litigation Expenses Payment"); (iii) Service Payment to Plaintiff ("Service Payment"); (iv) Administration Expenses Payment to the Administrator ("Administration Expenses Payment"); and (v) civil penalties to the LWDA and Aggrieved Employees ("PAGA Penalties Fund").

(i) **Plaintiff's Counsel Fees Payment.**

(A) Plaintiff's Counsel will submit an application to the Court for the Plaintiff's Counsel Fees Payment not to exceed $101,500 (35% of the Gross Settlement Amount). Defendant will not oppose or object to this application. Defendant shall have no liability for attorneys' fees except as provided for in this Agreement.

(B) Any Plaintiff's Counsel Fees Payment approved by the Court will be paid out of the Gross Settlement Amount and shall constitute full and complete satisfaction of all the claims that Plaintiff may have for the attorneys' fees arising out of this Lawsuit through the Effective Date.

(C) This Agreement and its terms shall remain fully effective and enforceable notwithstanding any decision by the Court to approve the Plaintiff's Counsel Fees Payment that is less than the amount set forth herein. The Court's refusal to approve the requested Plaintiff's Counsel Fees Payment does not give Plaintiff, Aggrieved Employees, or Plaintiff's Counsel any basis to nullify this Settlement.

(D) If any portion of the Plaintiff's Counsel Fees Payment is not approved by the Court, only the approved amount shall be paid, and payment of that amount shall constitute satisfaction of Defendant's obligations with respect to the Plaintiff's Counsel Fees Payment. Any difference between the requested Plaintiff's Counsel Fees Payment and Court-approved amount will become part of the PAGA Penalties Fund.

(ii) **Plaintiff's Counsel Litigation Expenses Payment.**

(A) Plaintiff's Counsel will submit an application to the Court for the Plaintiff's Counsel Litigation Expenses Payment as reimbursement of litigation costs and expenses incurred by Plaintiff's Counsel in connection with this Lawsuit not to exceed $25,000. Defendant will not oppose or object to this application. Defendant shall have no liability for the attorneys' costs except as provided for in this Agreement.

(B) Any Plaintiff's Counsel Litigation Expenses Payment approved by the Court will be paid out of the Gross Settlement Amount and shall constitute full and complete satisfaction of all the claims that Plaintiff may have for the litigation costs and expenses arising out of this Lawsuit through the Effective Date.

(C) This Agreement and its terms shall remain fully effective and enforceable notwithstanding any decision by the Court to approve a Plaintiff's Counsel Litigation Expenses Payment that is less than the amount set forth herein. The Court's refusal to approve the requested Plaintiff's Counsel Litigation Expenses Payment amount does not give Plaintiff, Aggrieved Employees, or Plaintiff's Counsel any basis to nullify this Settlement.

(D) If any portion of the Plaintiff's Counsel Litigation Expenses Payment is not approved by the Court, only the approved amount shall be paid, and payment of that amount shall constitute full satisfaction of Defendant's obligations with respect to the Plaintiff's Counsel Litigation Expenses Payment. Any difference between the requested Plaintiff's

Counsel Litigation Expenses Payment and Court-approved amount will become part of the PAGA Penalties Fund.

(iii) **<u>Service Payment</u>.**

(A) Plaintiff will submit an application to the Court for the Service Payment not to exceed $5,000 for the time and effort and risk undertaken in bringing this Lawsuit. Defendant will not oppose or object to this application.

(B) This Agreement and its terms shall remain fully effective and enforceable notwithstanding any decision by the Court to approve the Service Payment in an amount less than the amount set forth herein. The Court's refusal to approve the Service Payment as requested herein does not give Plaintiff, Aggrieved Employees, or Plaintiff's Counsel any basis to nullify this Settlement.

(C) If any portion of the Service Payment set forth herein is not approved by the Court, no more than the approved amount shall be paid to Plaintiff from the Gross Settlement Amount. Any difference between the requested Service Payment and Court-approved amount will become part of the PAGA Penalties Fund.

(iv) **<u>Administration Expenses Payment</u>.**

(A) Plaintiff's Counsel will submit an application to the Court for the Administration Expenses Payment not to exceed $10,000 for the costs and expenses incurred by the Administrator in the settlement administration process.

(B) Any Administration Expenses Payment approved by the Court will be paid out of the Gross Settlement Amount and shall constitute full and complete satisfaction of any and all costs and expenses owed to the Administrator for its services.

(C) This Agreement and its terms shall remain fully effective and enforceable notwithstanding any decision by the Court to approve Administration Expenses Payment in an amount that is less than the amount set forth herein. The Court's refusal to approve the Administration Expenses Payment requested does not give Plaintiff, Aggrieved Employees, or Plaintiff's Counsel any basis to nullify this Settlement, or appeal the Court's award of Administration Expenses Payment.

(D) If any portion of the Administration Expenses Payment set forth herein is not approved by the Court, no more than the approved amount shall be paid to the Administrator out of the Gross Settlement Amount. Any difference between the requested Administration Expenses Payment and Court-approved amount will become part of the PAGA Penalties Fund.

(v) **PAGA Penalties Fund.** The portion of the Gross Settlement Amount remaining after the deduction of the Plaintiff's Counsel Fees Payment, Plaintiff's Counsel Litigation Expenses Payment, Service Payment, and Administration Expenses Payment shall be designated the PAGA Penalties Fund from which payments deemed to constitute full and complete satisfaction of any and all claims in this Lawsuit for civil penalties under PAGA shall be made. Subject to approval by the Court, the PAGA Penalties Fund shall be allocated and paid as follows:

(A) **LWDA Payment.** Seventy-five percent (75%) of the PAGA Penalties Fund will be paid to the LWDA.

(B) **Individual PAGA Payments.** Twenty-five percent (25%) of the PAGA Penalties Fund shall be designated as the Net Settlement Amount and will be paid to the Aggrieved Employees on a pro-rata basis. Each Aggrieved Employee will receive a pro-rata share of the Net Settlement Amount based on the total number of pay periods that the Aggrieved Employee worked for Blizzard Entertainment, Inc. and Activision Blizzard, Inc. during the PAGA Period.

(C) The Individual PAGA Payments will be calculated as follows: Net Settlement Amount x (total number of pay periods worked by the Aggrieved Employee ÷ total number of pay periods worked by all the Aggrieved Employees).

(c) **Tax Allocation.**

(i) **Payment to Plaintiff's Counsel.** The Administrator shall issue an IRS Form 1099 to Justice Law Corporation in connection with its Plaintiff's Counsel Fees Payment and Plaintiff's Counsel Litigation Expenses Payment.

(ii) **Payment to the LWDA.** The seventy-five percent (75%) of the PAGA Penalties Fund payable to the LWDA shall be deemed to consist entirely of civil penalties recovered under PAGA and subject to treatment as IRS Form 1099 income.

(iii) **Payment to the Aggrieved Employees.** An IRS Form 1099 will be issued to each Aggrieved Employee in connection with their Individual PAGA Payment.

(d) **Tax Liability.** Plaintiff, Plaintiff's Counsel, Aggrieved Employees, and applicable governmental authorities are responsible for all tax obligations, including all reporting and payment obligations, attributable to them that may arise as a consequence of the settlement payment pursuant to this Agreement. Neither Defendant nor Defendant's counsel make any express or implied promise, representation, or warranty regarding the tax consequences or tax treatment under federal or state tax laws for any settlement payment pursuant to this Agreement.

(e) **No Effect on Employee Benefits.** The payments made to the Aggrieved Employees herein shall not be utilized to calculate any additional benefits under any benefit plans to which any Aggrieved Employees may be eligible, including, but not limited to, any profit-sharing plans, bonus plans, 401(k) plans, stock purchase plans, vacation plans, sick leave plans, PTO plans, or other benefit plans available to the Aggrieved Employees.

8. **<u>Distribution of Settlement Payments</u>.**

(a) **<u>List of the Aggrieved Employees</u>**. No later than the Effective Date, Defendant shall provide the Administrator with a list of the Aggrieved Employees': (i) Social Security numbers; (ii) last known addresses; (iii) telephone numbers; and (iv) number of pay periods worked during the PAGA Period. Defendant agrees to consult with the Administrator as required to provide the list in a format reasonably acceptable for the performance of its duties. The Administrator will keep the list confidential, use it only for the purposes described herein, take adequate safeguards to protect confidential or private information, and return or certify the destruction of the information upon completion of the settlement administration process.

(b) **<u>Funding of the Gross Settlement Amount</u>.** No later than the Effective Date, Defendant shall deposit the Gross Settlement Amount into the qualified settlement fund created by the Administrator.

(c) **<u>Disbursing the Settlement Payments</u>.** No later than fourteen (14) calendar days of the funding of the Gross Settlement Amount, the Administrator will disburse the settlement payments to the appropriate entities or persons. The Administrator shall first obtain approval of the calculations from all counsel before disbursing the settlement payments.

(d) **<u>Payment of the Individual PAGA Payments</u>.**

(i) The Individual PAGA Payments will be paid in the form of a check to be delivered to each Aggrieved Employee at their last known address. Each Individual PAGA Payment will be accompanied by an explanatory letter in English and Spanish substantially in the form attached hereto as **Exhibit A**.

(ii) The checks sent to the Aggrieved Employees will remain negotiable for one hundred eighty (180) calendar days after the date of their issuance ("Check Stale Date"). Any checks sent to the Aggrieved Employees that are not cashed, deposited, or negotiated after the Check Stale Date will be void. The amount of the uncashed checks sent to the Aggrieved Employees will be directed to the California Controller's Unclaimed Property Fund in the name of the employee.

(iii) Any checks sent to the Aggrieved Employees that are returned as undeliverable on or before the Check Stale Date will be sent promptly via regular First-Class U.S. Mail to the forwarding address affixed thereto. If no forwarding address is provided, the Administrator will attempt to determine the correct address using a skip trace or other reasonable method and will then perform a single remailing.

(iv) Any Aggrieved Employee who cannot be located after the above procedures are followed will continue to be bound by this Agreement. The funds associated with such Individual PAGA Payments will be directed to the California Controller's Unclaimed Property Fund in the names of the Aggrieved Employees.

9. **Release.**

(a) **Released Parties.** The Released Parties include Defendant, and any of its past, present, and future direct or indirect parents, subsidiaries, predecessors, successors, and affiliates, as well as each of its or their past, present, and future officers, directors, employees, partners, members, shareholders, and agents, attorneys, insurers, reinsurers, and any individual or entity which could be jointly liable with Defendant.

(b) **Release of the PAGA Claims.** Upon Defendant's funding of the Gross Settlement Amount, Plaintiff, LWDA, and all the Aggrieved Employees are deemed to release, on behalf of themselves and their former and present representatives, agents, attorneys, heirs, administrators, successors, and assigns, the Released Parties from all the claims for the PAGA penalties that were alleged, or could have been alleged, based on the facts stated in the operative complaint and PAGA Notices and that occurred during the PAGA Period ("Released PAGA Claims"). The Released PAGA Claims include Labor Code sections 201, 202, 203, 204, 210, 218.5, 221, 226(a)-(c), 226.3, 226.7, 227.3, 246, 432.5, 510, 512(a), 551, 552, 558, 1174(d), 1194, 1197, 1197.1, 1198, 1198.5, 2800, and 2802.

10. **Acknowledgement of a Fair and Reasonable Settlement.** The Parties have arrived at this Agreement after arm's-length negotiations between experienced counsel. The Parties acknowledge, agree, and believe that this Agreement is fair, adequate, and reasonable. The Parties acknowledge that they are each represented by competent counsel and that they have had an opportunity to consult with their counsel regarding the fairness and reasonableness of this Agreement. The Parties agree and represent that they investigated the facts relevant to this Agreement and all matters pertaining thereto to the full extent that each Party deems necessary. The Parties agree that this Agreement reflects their good faith compromise of the claims raised in this Lawsuit based on their assessment of the mutual risks and costs of further litigation and assessments of their counsel.

11. **Confidentiality.** Prior to filing the necessary documents to grant this Agreement, the Parties and their counsel will keep confidential the facts relating to the existence of this Agreement, negotiations leading to the execution of this Agreement, terms of this Agreement, and alleged factual basis for Plaintiff's claims, if any. Neither the Parties nor their counsel shall issue a press release, hold a press conference, publish information about the settlement on any website or through any social media, or publicize the settlement or communicate its terms in public or in private unless ordered by the Court. However, for the limited purpose of establishing adequacy of counsel in future actions, Plaintiff's Counsel may reference this Lawsuit only by name and case number in a declaration establishing adequacy as class or representative counsel.

12. **Waiver of Appeal Rights.** By accepting this Settlement and upon the Court granting approval of this Settlement, Plaintiff and Plaintiff's Counsel waive any and all rights that they may have to appeal any judgment, ruling, or order made by the Court. The waiver of appeal includes all rights to any post-judgment proceeding and appellate proceeding. The waiver of appeal does not include any waiver of the right to oppose any appeal, appellate proceedings, or post-judgment proceedings. If an appeal is taken from the approval, the time for consummation of this

Settlement (including funding and disbursing the settlement payments) will be suspended until such time as the appeal is finally resolved and approval becomes final.

13. **Duty to Cooperate.** The Parties agree that they will abide by this Agreement and that the Parties and their counsel will cooperate to effect the implementation of this Agreement. The Parties pledge their good faith and fair dealing in supporting the approval of this Agreement by the Court. If the Parties are unable to reach agreement on the form or content of any document needed to implement the Agreement or on any supplemental provisions that may become necessary to effectuate the terms of this Agreement, the Parties may seek the assistance of the mediator who facilitated the negotiations. If the Parties cannot resolve their dispute with the assistance of the mediator, the Parties may seek the assistance of the Court.

14. **Governing Law and Interpretation.** This Agreement shall be governed in accordance with the laws of the State of California. The Agreement shall be interpreted per the plain meaning of its terms and shall not be strictly interpreted for or against any of the Parties to this Agreement. Given that all the Parties hereto had the opportunity to draft, review, and edit the language of this Agreement, the Parties expressly waive the benefit of any legal principle or rule that provides in cases of uncertainty the language of a contract should be interpreted against the Party who caused the uncertainty to exist.

15. **Discovery of Documents and Information.** Plaintiff and Plaintiff's Counsel agree that they will destroy all the documents and information provided to them by Defendant during this Lawsuit no later than sixty (60) calendar days after the completion of the administration of this Settlement. Plaintiff's Counsel agree that none of the documents and information provided to them by Defendant shall be used for any purpose other than this Settlement.

16. **Authority to Enter this Agreement.** The Parties represent and warrant that they have the right and authority to execute this Agreement. It is agreed that the Aggrieved Employees are so numerous that it is impossible or impractical to have each member execute this Agreement. It is agreed that this Agreement may be executed on behalf of the Aggrieved Employees by Plaintiff and Plaintiff's Counsel.

17. **Authorization of Counsel.** The Parties' counsel warrant and represent that they are authorized by the Parties whom they represent to negotiate this Agreement and to take all the appropriate action 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 its terms.

18. **Counterparts.** This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. Signatures sent by facsimile transmission or scanned e-mail transmission and electronic signatures have the same force, validity, and effect as original signatures.

19. **Severability.** If any clause or provision of this Agreement is declared illegal or unenforceable, it shall be modified as minimally as necessary to be enforceable. If the provision cannot be modified to be enforceable, such provision shall immediately become null and void, leaving the remainder of this Agreement in full force and effect.

20. **Binding on Successors and Assigns.** This Agreement will be binding upon, and inure to the benefit of, the Parties and their agents, employees, representatives, officers, directors, parents, subsidiaries, assigns, heirs, executors, administrators, insurers, and successors in interest.

21. **Nullification of Agreement.** If the Court fails to grant approval, the Parties shall be returned to their original positions as though this Agreement had never been entered into at all. If any administration expenses are due and payable, the Parties agree to split those costs.

22. **Ownership of the Claims.** The Parties represent that they have not transferred assigned, or purported to transfer or assign, to any person or entity any portion of any liability, claim, demand, action, cause of action, or right herein released and discharged.

23. **Continuing Jurisdiction of the Court.** Pursuant to Code of Civil Procedure section 664.6, the Court shall retain continuing jurisdiction over this Lawsuit and Parties to the fullest extent necessary to enforce and effectuate the terms and intent of this Agreement.

24. **Amendment and Modification.** This Agreement may not be modified, altered, or changed, except by a written instrument signed by either the Parties or their successors-in-interest or counsel for all Parties and approved by the Court.

25. **Admissibility of the Agreement.** Pursuant to Evidence Code section 1123, the Parties agree that this Agreement is admissible for the purposes of proving up and or enforcing the terms of the Agreement.

26. **No Representations.** Except as expressly set forth herein, the Parties acknowledge that no representation of any kind or character has been made to induce the execution of this Settlement Agreement.

27. **Attorneys' Fees.** Except as set forth in this Agreement, each side shall bear its own costs and attorneys' fees.

28. **Escalator Clause.** If it is determined that the number of pay periods within the PAGA Period exceeds 38,500 by more than ten percent (10%) (*i.e.*, the number exceeds 42,350 pay periods), then the Gross Settlement Amount shall increase proportionally over the ten percent (10%) increase (*i.e.*, if the number of pay periods exceeds 38,500 by 12%, then the Gross Settlement Amount shall increase by 2%).

IN WITNESS WHEREOF, the Parties knowingly and voluntarily accept the terms of this Settlement Agreement by affixing their signatures below.

Dated: 03/03/2026

James Geoffrey Fraizer

By: ____________________

Dated: 03/04/2026

Blizzard Entertainment, Inc.

Jeannie Duncan

By: Jeannie Duncan (Mar 4, 2026 13:32:36 PST)

On behalf of Blizzard Entertainment, Inc.

Dated: 03/04/2026

Activision Blizzard, Inc.

Jeannie Duncan

By: Jeannie Duncan (Mar 4, 2026 13:32:36 PST)

On behalf of Activision Blizzard, Inc.

Dated: 03/04/2026

Activision Blizzard Media, LLC

Jeannie Duncan

By: Jeannie Duncan (Mar 4, 2026 13:32:36 PST)

On behalf of Activision Blizzard Media, LLC

Dated: 03/04/2026

Activision Blizzard Shared Services, Inc.

Jeannie Duncan

By: Jeannie Duncan (Mar 4, 2026 13:32:36 PST)

On behalf of Activision Blizzard Shared Services, Inc.

Dated: 03/04/2026

Activision Blizzard Studios, LLC

Jeannie Duncan

By: Jeannie Duncan (Mar 4, 2026 13:32:36 PST)

On behalf of Activision Blizzard Studios, LLC

Dated: 03/04/2026

Activision Publishing, Inc.

By: Jeannie Duncan
Jeannie Duncan (Mar 4, 2026 13:32:36 PST)
On behalf of Activision Publishing, Inc.

Dated: March 3, 2026

Justice Law Corporation [Approving as to Form Only]

By: ______________________
Douglas Han, Esq.
Shunt Tatavos-Gharajeh, Esq.
William Wilkinson, Esq.
Attorneys for Plaintiff

Dated: March 4, 2026

Jackson Lewis P.C. [Approving as to Form Only]

By: ______________________
Karin M. Cogbill, Esq.
Diana Han, Esq.
Attorneys for Defendant

EXHIBIT A

<u>**NOTICE OF PAGA SETTLEMENT**</u>

Fraizer v. Blizzard Entertainment, Inc., et al.
Superior Court of California, County of Los Angeles
Case No. 24STCV13174

Dear [Aggrieved Employee's Name]:

Enclosed with this letter is a settlement check being paid to you pursuant to the settlement of the lawsuit filed in the Superior Court of California, County of Los Angeles, entitled *Fraizer v. Blizzard Entertainment, Inc., et al.*, Case Number 24STCV13174 ("Lawsuit"). The purpose of this letter is to provide you with basic information about the Lawsuit, reasons why you are receiving the enclosed settlement check, and effect of the settlement on your legal rights.

I. <u>The Lawsuit</u>

On May 24, 2024, Plaintiff James Geoffrey Fraizer ("Plaintiff"), a former employee of Blizzard Entertainment, Inc., commenced this Lawsuit by filing a complaint pursuant to Labor Code section 2698 (Private Attorneys General Act of 2004 ("PAGA")) in the Superior Court of California, County of Los Angeles. This Lawsuit was brought on behalf of the State of California and all current and former non-exempt or hourly-paid employees of Blizzard Entertainment, Inc. and Activision Blizzard, Inc. within the State of California at any time during the period from March 20, 2023, through December 31, 2025 ("Aggrieved Employees" and "PAGA Period").

In the Lawsuit, Plaintiff claimed that Defendants owed civil penalties under PAGA to Plaintiff and Aggrieved Employees for the alleged violations of the Labor Code. Defendants deny that they violated the Labor Code, deny the allegations in the operative complaint, and deny all liability under PAGA to Plaintiff, Aggrieved Employees, and State of California.

The merits of the Lawsuit have not been determined. On __________, the Court approved a settlement of the Lawsuit that Defendants entered to avoid the costs and disruption of litigation.

II. <u>Why This Settlement Check Is Being Sent to You</u>

The settlement approved by the Court involves payment of civil penalties. In accordance with PAGA, seventy-five percent (75%) of the civil penalties paid under the settlement will go to the California Labor and Workforce Development Agency ("LWDA"). The remaining twenty-five percent (25%) of the civil penalties paid under the settlement will be distributed to all the Aggrieved Employees. The enclosed settlement check is being sent to you because you have been identified as an Aggrieved Employee.

III. <u>How the Amount of Your Settlement Check Was Determined</u>

The enclosed settlement check was calculated based on the number of pay periods you worked as an non-exempt or hourly-paid employee for Blizzard Entertainment, Inc. or Activision Blizzard, Inc. during the PAGA Period relative to all the other Aggrieved Employees.

Your settlement check will remain negotiable for one hundred eighty (180) calendar days after its mailing ("Check Stale Date"). The Check Stale Date is set to occur on ________. If your settlement check is not cashed, deposited, or negotiated within this timeframe, it will be voided. The uncashed amount will then be directed to the California Controller's Unclaimed Property Fund in your name.

IV. Consequences of the Settlement

The Lawsuit was filed exclusively as a representative action under PAGA, which functions as a substitute for an enforcement action by the State of California.

Upon the funding of the Gross Settlement Amount, Plaintiff, LWDA, and all the Aggrieved Employees are deemed to release, on behalf of themselves and their former and present representatives, agents, attorneys, heirs, administrators, successors, and assigns, the Released Parties from all the claims for the PAGA penalties that were alleged, or could have been alleged, based on the facts stated in the operative complaint and PAGA Notice and that occurred during the PAGA Period ("Released PAGA Claims"). The Released PAGA Claims include Labor Code sections 201, 202, 203, 204, 210, 218.5, 221, 226(a)-(c), 226.3, 226.7, 227.3, 246, 432.5, 510, 512(a), 551, 552, 558, 1174(d), 1194, 1197, 1197.1, 1198, 1198.5, 2800, and 2802.

The Released Parties include Defendants, and any of its past, present, and future direct or indirect parents, subsidiaries, predecessors, successors, and affiliates, as well as each of its or their past, present, and future officers, directors, employees, partners, members, shareholders, and agents, attorneys, insurers, reinsurers, and any individual or entity which could be jointly liable with Defendants.

V. Taxation of Your Individual PAGA Payment

You will be issued an IRS Form 1099 in connection with the funds paid to you via the enclosed settlement check. However, you are solely responsible for all the tax obligations attributable to you that may arise as a result of receiving the settlement check. If you have any tax-related questions regarding your receipt of the enclosed settlement check, you should direct them your own tax advisor.

VI. Where to Get More Information

Do not call or contact the Court about this letter, settlement, settlement check sent to you, or Lawsuit in general. If you have questions, you may contact the Administrator ____________ at ____________.

Dated: INSERT DATE

PROOF OF SERVICE
1013A(3) CCP

STATE OF CALIFORNIA, COUNTY OF LOS ANGELES

I am employed in the County of Los Angeles, State of California. I am over the age of 18 and not a party to the within action. My business address is 751 N. Fair Oaks Avenue, Suite 101, Pasadena, California 91103 and my electronic service address is ccastro@justicelawcorp.com.

On April 17, 2026, I served the foregoing document described as

SETTLEMENT AGREEMENT

for the following case:	**Frazier v. Blizzard Entertainment Inc. et al.**
LWDA/Court Case No.:	**LWDA Case No.: CM-990073-23** **Court Case No.: 24STCV13174** **Los Angeles County Superior Court**

on interested parties in this action by electronically submitting as follows:

State of California
Labor & Workforce Development Agency
800 Capitol Mall, MIC-55
Sacramento, California 95814

[X] BY ELECTRONIC SUBMISSION
Pursuant to California Senate Bill No. 836, I caused the documents described above to be electronically submitted by and through the procedure stated on the website of the State of California Labor and Workforce Development Agency.

[X] STATE
I declare under penalty of perjury under the laws of the State of California that the above is true and correct.

Executed on April 17, 2026, at Pasadena, California.

Christina Castro