JANETTE WIPPER (#275264)
Chief Counsel
MELANIE L. PROCTOR (#228971)
Assistant Chief Counsel
ALEXIS S. MCKENNA (#197120)
Assistant Chief Counsel
TONY LAWSON (#140823)
Associate Chief Counsel
DEPARTMENT OF FAIR EMPLOYMENT
AND HOUSING
2218 Kausen Drive, Suite 100
Elk Grove, CA 95758
Telephone: (916) 478-7251
Facsimile: (888) 382-5293

Attorneys for the Plaintiffs-Intervenors
DFEH and DLSE

(Fee Exempt, Gov. Code, § 6103)

Genie Harrison, SBN 163641
Mia Munro, SBN 281317
Andrea Fields, SBN 309502
GENIE HARRISON LAW FIRM, APC
523 W. 6th Street, Suite 707
Los Angeles, CA 90014
T: 212.805.5301 F: 213.805.5306
genie@genieharrisonlaw.com
mia@genieharrisonlaw.com
andie@genieharrisonlaw.com

Attorneys for Private Plaintiffs

Joseph M. Lovretovich, SBN 73403
Nicholas W. Sarris, SBN 242011
Brooke C. Bellah, SBN 307398
JML LAW, APLC
5855 Topanga Canyon Boulevard, Suite 300
Woodland Hills, CA 91367
T: 818.610.8800 F: 818.610.3030
jml@jmllaw.com
nsarris@jmllaw.com
brooke@jmllaw.com

Attorneys for Private Plaintiffs

IN THE SUPERIOR COURT OF THE STATE OF CALIFORNIA

IN AND FOR THE COUNTY OF LOS ANGELES

DEPARTMENT OF FAIR EMPLOYMENT AND HOUSING, an agency of the State of California,

Plaintiff-Intervenor,

vs.

RIOT GAMES, INC., a Delaware Corporation; RIOT GAMES DIRECT, INC., a Delaware Corporation; RIOT GAMES MERCHANDISE, INC., a Delaware Corporation; RIOT GAMES PRODUCTIONS, INC., a Delaware Corporation; and DOES l through 10, inclusive,

Defendants.

DIVISION OF LABOR STANDARDS ENFORCEMENT, DEPARTMENT OF INDUSTRIAL RELATIONS, an agency of the State of California,

Plaintiff-Intervenor,

vs.

RIOT GAMES, INC., a Delaware Corporation; and DOES l through 10, inclusive,

Defendants.

MELANIE MCCRACKEN, an individual; and JESSICA NEGRON, an individual,

Plaintiffs,

vs.

RIOT GAMES, INC., a Delaware Corporation; and DOES l through 10, inclusive,

Defendants.

Case No.: 18STCV03957

CONSENT DECREE, CLASS ACTION SETTLEMENT AGREEMENT, AND ORDER

Date: January 26, 2022
Time: 10:00 a.m.
Dept: 6

Action Filed: November 6, 2018
Trial Date: None set

CONSENT DECREE, CLASS ACTION SETTLEMENT AGREEMENT, AND ORDER

Plaintiff-Intervenors Department of Fair Employment and Housing ("DFEH") and Division of Labor Standards Enforcement, Department of Industrial Relations ("DLSE") ("Plaintiff-Intervenors"); Class Representative Gabriela Downie, and PAGA Representatives Jessica Negron, Irina Crudu, Mayanna Berrin, Jessica Seifert, Antonia Galindo, and Gina Cruz Rivera (collectively, "Plaintiffs" or "Private Plaintiffs"); and Defendants Riot Games, Inc., Riot Games Direct, Inc., Riot Games Merchandise, Inc., and Riot Games Productions, Inc. ("Riot") (collectively, the "Parties"), have negotiated and executed this proposed Consent Decree, Government Enforcement Action and Class Action Settlement (referred to as the "Consent Decree" or "Decree"). The Decree will resolve *DFEH v. Riot Games, Inc. et al*., Case No. 18STCV03957, and *DLSE v. Riot Games, Inc*., Case No. 18STCV03957 ("Government Enforcement Actions"), and *McCracken et al. v. Riot Games, Inc*., Case No. 18STCV03957 ("Private Putative Class Action"), all currently pending in Los Angeles County Superior Court, (collectively, the "Actions").

The Parties seek to settle the Actions through this proposed Consent Decree, subject to the Court's approval and Final Entry of the Decree. The Parties agree to the entry of this Consent Decree as final and binding settlement of the allegations raised in the Actions, including but not limited to those brought under the California Fair Employment and Housing Act (Government Code sections 12900 et seq.), the California Equal Pay Act (Labor Code section 1197.5), the California Unfair Competition Law (Business and Professions Code sections 17200 et seq.), and the California Private Attorneys General Act (Labor Code sections 2698 et seq.). The Consent Decree represents a compromise of the disputed claims that the Parties recognize would require protracted and costly litigation to determine. Riot denies that it has engaged in any unlawful conduct as alleged in the Actions and nothing herein shall be construed as an admission of wrongdoing.

As reflected in this Consent Decree and exhibits, the settlement terms are fair, reasonable, adequate, and consistent with state law. To settle the Actions, the Parties propose a Gross Settlement Amount of $100,000,000, including a minimum of $80,000,000 in a Settlement Fund to approximately 1,065 aggrieved female Riot employees and 1,300 aggrieved female Riot temporary contract workers and up to $20,000,000 to counsel fees and various costs, as specified herein. Riot will comply with

enforceable Injunctive Relief provisions under this Consent Decree that will provide additional relief to female workers, including undergoing an independent expert analysis and an independent monitor audit to determine whether additional workplace improvements are recommended, and an annual $6,000,000 cash reserve for each year during the three-year term of the Decree to address Injunctive Relief. The Injunctive Relief requires pay equity analyses and any appropriate pay adjustments to benefit female workers, and forty (40) job opportunities to benefit female temporary agency contract worker applicants at Riot.

I. BACKGROUND

In 2018, the DFEH opened an investigation into allegations of sexual harassment, discrimination, and retaliation against female workers and temporary agency contractors at Riot. DFEH served notice of its investigation on Riot in October 2018 and, on November 6, 2018, former Riot employees Melanie McCracken and Jessica Negron filed a putative class action in Los Angeles Superior Court, *McCracken et al. v. Riot Games, Inc. et al*. The class action complaint alleged the following violations of California law on behalf of a class of current and former female employees: (1) violation of California Equal Pay Act, (2) discrimination and retaliation in violation of California Equal Pay Act, (3) discrimination in violation of the Fair Employment & Housing Act, (4) harassment in violation of the Fair Employment & Housing Act, (5) retaliation in violation of the Fair Employment & Housing Act, (6) failure to prevent discrimination and harassment in violation of the Fair Employment & Housing Act, and (7) violations of Unfair Competition Law. On January 16, 2019, Plaintiffs McCracken and Negron added a representative cause of action under the Private Attorneys General Act predicated on the Equal Pay Act violations.

In August 2019, Riot and the former proposed class counsel announced a class action settlement. Former Plaintiff Melanie McCracken settled and dismissed her claims at that time and was replaced as a proposed class representative by Plaintiff Gabriela Downie. Both DFEH and DLSE objected to the proposed class action settlement on behalf of the aggrieved female Riot workers and the public interest on January 8 and 9, 2020. On January 31, 2021, current Plaintiffs' Counsel substituted as counsel for the former class counsel and withdrew the proposed class action settlement.

DLSE and DFEH moved to intervene in this Action on December 27, 2019 and February 25, 2020, and the Court granted intervention on January 31, 2020 and July 10, 2020, respectively. In its

Complaint in Intervention, DLSE alleged that Riot violated California's Equal Pay Act and related provisions of the Labor Code. DLSE has the authority to respond to and investigate claims brought under the Private Attorneys General Act, seeking penalties on behalf of the state, such as those alleged by Private Plaintiffs. In its Amended Complaint in Intervention, DFEH alleged that Riot violated laws by engaging in (1) sex and gender discrimination in hiring, assignment, pay, promotion, and related discrimination; (2) sexual harassment; (3) retaliation; (4) a failure to take all reasonable steps necessary to prevent discrimination and harassment from occurring (for the group/class of female workers and the DFEH); and (5) recordkeeping violations.

On August 18, 2020, Plaintiffs Downie and Negron filed a Third Amended Complaint to add Jessica Seifert, Mayanna Berrin, Irina Crudu, Antonia Galindo, and Gina Cruz Rivera as named Plaintiffs and representatives under the Private Attorneys General Act. In their Third Amended Complaint, and on behalf of themselves and all others similarly situated, Private Plaintiffs alleged that Riot violated California's Equal Pay Act, Fair Employment and Housing Act, Unfair Competition Law, and are subject to penalties under the Private Attorneys General Act. On January 25, 2021, Plaintiffs Jessica Negron, Jessica Seifert, Mayanna Berrin, Irina Crudu, Antonia Galindo, and Gina Cruz Rivera were compelled to arbitrate their claims except for their Private Attorneys General Act claim. As such, Plaintiffs Jessica Negron, Jessica Seifert, Mayanna Berrin, Irina Crudu, Antonia Galindo, and Gina Cruz Rivera enter into this Consent Decree as Private Attorneys General Act representatives only.

Plaintiffs, DFEH and DLSE have propounded extensive discovery in the Actions, and DFEH engaged in vigorous motion practice in the Government Enforcement Actions, including four (4) motions to compel discovery resulting in the production of over 113,000 documents and over seven (7) years of employment records, in order to vigorously prosecute the Government Enforcement Actions and ensure the fairness of the resolutions of the Actions. All Parties have also retained experts to assist in the valuation and assessment of the Actions. Between October 26 and December 23, 2021, the Parties participated in several sessions of a court-ordered Mandatory Settlement Conference with the assistance of mediator Mark Rudy and the Honorable Daniel Buckley, and negotiated the terms of this Consent Decree.

The Court, having considered the matter, and good cause appearing,

IT IS HEREBY ORDERED, ADJUDGED, AND DECREED THAT:

II. JURISDICTION

The Court has jurisdiction over the parties and the subject matter of this lawsuit. The Complaints-in-Intervention and the Private Action allege claims that, if proven, would authorize the Court to grant the monetary and equitable relief set forth in this Decree against Riot. This Decree conforms with the Code of Civil Procedure, the Fair Employment and Housing Act, and all other applicable law, and is not in derogation of the rights and privileges of any person. The Court shall retain jurisdiction of the Government Enforcement Actions (as defined further below) and the Private Action for the duration of the Decree for the purposes of entering all orders, judgments, and decrees that may be necessary to implement the relief provided herein.

The Parties agree jointly to file this proposed Consent Decree with the Superior Court of the State of California, County of Los Angeles, and stipulate to entry of judgment on this Decree when it is final. The stipulation shall request that the Court enter the Decree, and conditionally dismiss the Complaints-in-Intervention in the Government Enforcement Actions without prejudice, while retaining jurisdiction to enforce the Decree. The stipulation shall further request that the Government Enforcement Actions be removed from the Court's active caseload until further application by the Parties or order of the Court.

III. GENERAL PROVISIONS

A. Definitions

The terms described below shall have the meanings defined in this Section whenever used in this Consent Decree, and for purposes of this Consent Decree only, including in all of its exhibits and Notice of Settlement of Government Enforcement Actions and Private Class Action.

1. "Agency Counsel" means Janette Wipper, Melanie Proctor, Alexis McKenna, and Tony Lawson of DFEH as counsel for both the DFEH and DLSE.

2. "Calculated Share" means the Additional Payment(s), the Pre-Acquisition Payment, and the Tenure Payment owed to Group/Class Members.

3. "Claims Administrator" means Rust Consulting, which has been jointly designated by Agency Counsel, Plaintiffs' Counsel, and Riot to administer the Settlement Fund pursuant to Sections VII, VIII, IX, and X below and orders of the Court. The Claims Administrator costs shall be paid out of

the Costs Fund. Any portion of the Costs Fund not used for the Claims Administrator or attorneys' actual costs will revert to the Settlement Fund.

4. "Consent Decree" or "Decree" means consent judgment or stipulated judgment.

5. "Costs Fund" means the $3,000,000 set aside for claims administration costs and fees, and Plaintiffs' Counsel's and Agency Counsel's costs, subject to approval by the Court.

6. "Court" means the Los Angeles County Superior Court, Department 6.

7. "Effective Date" means the later of either (a) the Final Entry of the Consent Decree and Final Approval of the class action settlement or (b) Final Entry of the Modified Consent Decree.

8. "FEHA" means the Fair Employment and Housing Act, Government Code sections 12900 et seq.

9. "Female" means any person who has self-identified as female, or any person who has not identified a gender, but who has a "female-identifying name." Persons will have the opportunity to contact the Claims Administrator, Agency Counsel and/or Plaintiffs' Counsel if they are misidentified or mistakenly excluded (and Agency Counsel, Plaintiffs' Counsel or Riot or its counsel may direct individuals with such concerns to the Claims Administrator).

10. "Final Entry" of the Consent Decree refers to the date that the Court enters the Consent Decree as final in an Order and grants final approval of the class action settlement as set forth pursuant to the terms of this Consent Decree.

11. "Government Complaints" means the Complaints-in-Intervention filed in the Government Enforcement Actions.

12. "Government Enforcement Actions" means *DFEH v. Riot Games, Inc. et al*., Case No. 18STCV03957, and *DLSE v. Riot Games, Inc*., Case No. 18STCV03957, currently pending in Los Angeles County Superior Court.

13. "Group/Class Member" means all current and former female Riot employees, temporary agency contractors who applied for permanent positions, and temporary agency contractors who worked in California during the Liability Period, as further defined in Section III.C, below.

14. "Injunctive Relief" means enforceable programmatic or non-monetary relief pursuant to the terms of this Consent Decree.

15. "Liability Period" means November 6, 2014 through the filing of the proposed Consent Decree.

16. "Maximum Gross Settlement Amount" means $100,000,000 and includes the Settlement Fund, as defined below, as well as monies allocated to cover attorneys' fees and the Costs Fund.

17. "Monetary Relief" means the sum total of the monetary payments made to a Group/Class Member pursuant to the terms of this Consent Decree, including the Minimum Payments, the Tenure Payment, and Pre-Acquisition Payment, if applicable.

18. "Notice" means the Notice of Settlement of Government Enforcement Actions and the Private Class Action that is to be mailed directly to Group/Class Members, as approved by the Court, substantially in the form attached hereto as Exhibit A.

19. "Notice of Award" means the letter sent to each Group/Class Member specifying the amount of the Group/Class Member's award.

20. "PAGA" means Private Attorneys General Act of 2004, Labor Code sections 2698 et seq.

21. "PAGA Allocation" means the $4,000,000 portion of the Settlement Fund allocated to resolve the PAGA claims alleged in the Actions.

22. "PAGA Representatives" means Jessica Negron, Mayanna Berrin, Irina Crudu, Jessica Seifert, Antonia Galindo, and Gina Cruz Rivera. "Parties" means DFEH, DLSE, Private Plaintiffs, and Riot.

23. "Plaintiffs' Counsel" and/or "Class Counsel" means Genie Harrison, Mia Munro, and Andie Fields of the Genie Harrison Law Firm, APC, Joseph Lovretovich, Nicholas Sarris, and Brooke Bellah of JML Law, APC. Appointment of these attorneys to serve as Class Counsel is subject to approval by the Court.

24. "Plaintiff-Intervenors" means DFEH and DLSE.

25. "Private Action" means *McCracken et al. v. Riot Games, Inc*., Case No. 18STCV03957, currently pending in Los Angeles County Superior Court.

26. "Private Plaintiffs" means Plaintiff Gabriela Downie, and PAGA Representatives Jessica Negron, Mayanna Berrin, Irina Crudu, Jessica Seifert, Antonia Galindo, and Gina Cruz Rivera.

27. "Riot" means Riot Games, Inc., Riot Games Direct, Inc., Riot Games Merchandise, Inc., and Riot Games Productions, Inc.

28. "Riot's Counsel" means Catherine A. Conway, Katherine V.A. Smith, James Zelenay, and Tiffany Phan of Gibson, Dunn & Crutcher LLP, and Roberta A. Kaplan and Gabrielle E. Tenzer of Kaplan, Hecker & Fink, LLP.

29. "Settlement Fund" means a minimum of $80,000,000 allocated to Group/Class Member payments and PAGA Allocation.

30. "Temporary Staffing Agencies" means companies that Riot contracts with to provide temporary agency contractors in California.

B. Effective Date and Duration of Decree

This Consent Decree shall be deemed effective on the later date of either (a) the Final Entry of the Consent Decree and Final Approval of the class action settlement or (b) Final Entry of the Modified Consent Decree ("Effective Date"). This Decree shall remain in effect for three years from the Effective Date.

C. Persons Covered by This Consent Decree

1. Group/Class Member(s): "Group/Class Member(s)" are defined as all current and former female employees, female temporary agency contractors, and female temporary agency contractors who applied for permanent positions, at Riot in California during the Liability Period, where "female" includes persons who have self-identified as female or who have not identified a gender but have a "female-identifying name" as determined by a reputable neutral Claims Administrator.

2. Effect of Pending Arbitrations: Group/Class Members whose claims are pending in arbitration in their private case will receive the Minimum Payment, even if they do not withdraw their demands for arbitration. Group/Class Members who have withdrawn their demand for arbitration (with the mutual consent of the parties to that arbitration) are eligible to participate in the Private Class Action and the Government Enforcement Actions. Group/Class Members who have not withdrawn their demand for arbitration (with the mutual consent of the parties to that arbitration) are eligible to participate in the Government Enforcement Actions in the following manner: Group/Class Members who initiated their pending claims (either in court or in arbitration) before the filing of the Government Enforcement Actions

will participate in the Government Enforcement Actions in the same manner as an opt-out (as described in Sections IV and IX.E), and Group/Class Members who initiated their pending claims (either in court or in arbitration) after the filing of the Government Enforcement Actions will participate in the Government Enforcement Actions in the same manner as an opt-out who has declined to fully participate in the Government Enforcement Actions (as described in Sections IV and IX.E). The Group/Class Members whose claims are pending in arbitration in their private case will receive additional information on the impact of their pending arbitration as part of the Notice.

3. Effect of General Releases: Riot expressly contends that Group/Class Members who have signed a general release should not be permitted to participate in the Government Enforcement Actions while Plaintiff-Intervenors contend that Group/Class Members who have signed a general release may participate in the Government Enforcement Actions. In exchange for Plaintiff-Intervenors' release, Plaintiff-Intervenors and Riot intend to compromise by acknowledging an offset in Group/Class Members' settlement payments from this Decree if, as part of a settlement or severance agreement, they signed a general release as set forth in Section IX.B. As a result, Group/Class Members who have signed a settlement or severance agreement with a general release may participate in the Government Enforcement Actions. Any such offset amounts will be reallocated to the Settlement Fund. In agreeing that Group/Class Members who have signed a general release to participate in the Government Enforcement Actions, Riot does not agree that Riot's general releases are not enforceable.

D. Group/Class Size

Based on discovery in this action to date, the approximate group/class size is 1,065 female employees and 1,300 female temporary agency contractors ("Group/Class Size").

E. Renegotiation of Settlement Fund

Within fifteen (15) calendar days of Preliminary Approval of this Decree, Riot will provide a list of Group/Class Members who are or were Riot employees to Agency Counsel and Plaintiffs' Counsel for verification (Social Security Numbers will not be provided). The Parties will work together to obtain reasonably complete information of temporary agency contractors. If the list of Group/Class Members contains a number of historical female employees (defined as any Group/Class Member hired before October 12, 2021) that is greater than 2% of 1,065, then the Parties will renegotiate the Settlement Fund.

If the list of Group/Class Members contains a total number of female temporary agency contractors that is greater than 10% of 1,300, then the Parties will renegotiate the Settlement Fund. If the list of Group/Class Members contains a total number of Riot's female new hires (defined as Group/Class Members hired after October 12, 2021) greater than 10% of 1,065, then the Parties will renegotiate the Settlement Fund.

IV. RELEASE OF CLAIMS

Group/Class Members will release all claims asserted in the Government Enforcement Actions and Private Action that arose during the Liability Period and through Preliminary Approval as set forth below.

A. Group/Class Members Who Do Not Opt Out

In consideration of their allocated portion of the Settlement Fund and the other terms and conditions of the Decree, Group/Class Members who do not opt out of the Private Class Action Settlement as set forth in Section IX hereby fully and finally release Riot, including each of their past and present successors, subsidiaries, parents, holding companies, related or affiliated companies and divisions, assigns, joint ventures, both individually and in their official capacities, as well as their past or present shareholders, owners, officers, directors, employees, agents, servants, registered representatives, attorneys, insurers, re-insurers, fiduciaries, successors and assigns, and any individual or entity who could be jointly liable, and persons acting by, through, under or in concert with any of these persons or entities ("Released Parties") from any and all claims asserted in the Government Enforcement Actions or Private Action that arose during the Liability Period and through Preliminary Approval, including claims for gender discrimination and retaliation for complaining about gender harassment or discrimination in violation of the California Equal Pay Act (Labor Code sections 1197.5(a) and 1197.5(k)), gender discrimination, gender-based harassment, and retaliation for complaining about gender harassment or discrimination in violation of the Fair Employment and Housing Act (Government Code sections 12940(a), 12940(j), and 12940(h)), failure to prevent gender-based discrimination, harassment, and retaliation in violation of the Fair Employment and Housing Act (Government Code section 12940(k)), failure to maintain adequate records in violation of California law (Government Code Section 12946 and Code of Regulations, Title 2, section 11013), as well as violations of the California Unfair Competition Law (Business and Professions Code section

17200, et seq.) and the Private Attorneys General Act for alleged violations of California Labor Code sections 201, 202, 203, 204, 210, 226, 226.3, 558, 1197.5(a), 1197.5(k), and 2699(f) ("Group/Class Member Released Claims"). The Group/Class Member Released Claims shall extend through the Liability Period and through Preliminary Approval.

The fact that Group/Class Members may hereafter discover legal arguments based on the same or similar factual allegations in addition to or different from those they now know or currently believe to be true with respect to the claims, causes of action and legal theories of recovery in the Private Action shall in no way limit the scope or definition of the Released Claims. This paragraph does not apply to the Government Enforcement Actions.

B. Group/Class Members Who Opt Out

In consideration of the Monetary Relief set forth in Section VIII and IX and the other terms and conditions of the Decree, Group/Class Members who opt out of participating in the Private Class Action Settlement or who have not withdrawn their arbitration demand pursuant to Section III.C will nevertheless be deemed to hereby fully and finally release the Released Parties from any and all PAGA claims for civil penalties that arise out of or are related to the claims set forth in the Private Action including but not limited to PAGA claims for alleged violations of California Labor Code sections 201, 202, 203, 204, 210, 226, 226.3, 558, 1197.5(a), 1197.5(k), and 2699(f) ("PAGA Released Claims").

Group/Class Members who opt out of the Private Class Action will not waive or release any individual claims they may hold against the Released Parties (other than the PAGA Released Claims), and may pursue their individual claims consistent with applicable procedures, if they do not fully participate in the Government Enforcement Actions.

C. Group/Class Members Who Only Fully Participate in the Government Enforcement Actions

If a Group/Class Member opts out of the Private Class Action, or is not a part of the Private Class Action (as described in Section III.C.3) then the Claims Administrator will write to the Group/Class Member to confirm whether or not she wishes to fully participate in the Government Enforcement Action. The Claims Administrator will explain the effect of her full participation in the Government Enforcement Action, including any applicable release of her claims against Riot as specified herein. If the Group/Class

Member indicates a desire to fully participate in the Government Enforcement Actions, the Group/Class Member will be provided, in addition to the Minimum Payment, with the applicable Calculated Share or Offset Payment (as defined below at Section IX.B.). The Group/Class Member will be deemed to have fully participated in the Government Enforcement Actions by depositing the applicable Calculated Share or Offset Payment Share (as defined below at Section IX.B) and the Group/Class Member will release claims according to Exhibit C-1. If the Group/Class Member declines to fully participate in the Government Enforcement Actions, does not respond to the Claims Administrator, or has a pending arbitration initiated after DFEH and DLSE initiated their Government Enforcement Actions, and does not withdraw their demand for arbitration (with the mutual consent of the parties to that arbitration), the Group/Class Member will be deemed to have declined full participation in the Government Enforcement Action and the Group/Class Member's Calculated Share will be allocated to the cy pres organizations identified in Section IX.H in exchange for the settlement of the Government Enforcement Action on her behalf and such individual will release only her PAGA Released Claims pursuant to Section IV.B. Nothing within this Section is intended to make any indication about the enforceability of Riot's existing releases.

D. Plaintiff-Intervenors

In consideration for the Monetary and Injunctive Relief provided in this Decree and upon the Final Entry of the Decree or entry of the Modified Decree and Riot's funding of the Gross Settlement Amount, Plaintiff-Intervenors will release all claims alleged in the Complaints in Intervention in the Government Enforcement Actions arising from incidents occurring during the Liability Period through Preliminary Approval. In consideration for the Monetary and Injunctive Relief provided in this Decree and upon the Final Entry of the Decree or entry of the Modified Decree and Riot's funding of the Gross Settlement Amount, Plaintiff-Intervenors will administratively close *DFEH/Kish v. Riot Games, Inc*. et al. (DFEH No. 201810-04010525) investigation, as described in Section XIV.G, and terminate that matter consistent with Section II.

Because Riot has not withdrawn its pending motions and appeal, Plaintiff-Intervenors reserve their right to oppose Riot's sealing motions before the trial court and pending appeal on sealing before any appellate court.

V. NON-DEROGATION OF RIGHTS

This Decree in no way effects DFEH's or DLSE's rights or authorities under law, nor does it otherwise effect DFEH's or DLSE's rights or duties to process complaints or notices against Riot not otherwise covered by this Decree in accordance with standard procedures and authorities, including commencing a civil action on any such complaints or notices. Under no circumstances shall the DFEH or DLSE, by agreeing to a term or commenting or electing not to comment upon proposed policies or procedures pursuant to Section XI (Injunctive and Programmatic Relief), be deemed to have accepted the term or the validity of, or approved, the provisions adopted by Riot, for any matter outside of this Decree.

VI. MODIFICATION AND SEVERABILITY

A. Modification

The Consent Decree includes all terms and conditions of settlement for DFEH, DLSE, Riot, and Private Plaintiffs ("the Parties"), except as provided in Section VI.B below. The Consent Decree and the class action settlement approval papers are hereby filed simultaneously. No waiver, modification, or amendment of any provision of this Decree will be effective unless made in writing and signed by an authorized representative of each of the parties, with the exception of Section VI.B below. In the event the Court denies preliminary or final approval of the class action settlement without prejudice, the Parties shall agree upon appropriate amendments as directed by the Court in order to resubmit this Decree.

B. Modification Required

In the event the Court denies preliminary or final approval of the class action settlement with prejudice in the Private Action, the Court grants approval of the class action settlement in the Private Action and that order and judgment is vacated or appealed as permitted by law, or Riot exercises its right to withdraw as set forth in Section IX.E.4, the following will occur: DFEH, DLSE, and Riot will stipulate to modification of the Consent Decree to limit the signatories to Plaintiff-Intervenors and Riot, and for certainty, Plaintiff-Intervenors and Riot agree to a modified Settlement Fund of $70,000,000, that will be paid to the Claims Administrator within the same thirty (30) day period. This payment is in addition to Agency Counsel's fees and the Cost Fund. The Injunctive Relief will not be modified. DFEH, DLSE, and Riot will make significant efforts to ensure that all applicable Group/Class Members receive, deposit, and cash their settlement payments, including but not limited to holding all uncashed checks for nine months

prior to redistribution and allocation to a cy pres fund. DFEH, DLSE, and Riot shall submit a modified Consent Decree with the Court within thirty (30) calendar days.

DFEH and DLSE, at their sole option, may delay implementation of Section VI.B in response to a legal challenge to the Private Action in order to protect the interests of the aggrieved workers and the State of California.

C. Severability

If one or more provisions of the Decree are rendered unlawful or unenforceable, the Parties shall make good faith efforts to agree upon appropriate amendments to this Decree to effectuate the purposes of the Decree. If the Parties are unable to reach agreement, the Court shall order appropriate alternative provisions to effectuate the purposes of the Decree. Should one or more provisions of this Decree be deemed unlawful, all other lawful and enforceable provisions will remain in full force and effect.

VII. COURT APPROVAL PROCESS

A. Motions for Approval

The Parties shall jointly move the Court for Preliminary Approval of this Consent Decree separate and apart from Private Plaintiffs' Motion for Preliminary Approval of Class Settlement. These motions will be filed on the same day. DFEH and DLSE will not participate or be bound by the Motion for Preliminary Approval of Class Settlement because DFEH and DLSE are not subject to class certification requirements under Code of Civil Procedure section 382.

Private Plaintiffs and Riot stipulate to the certification of the Settlement Class in the Private Action for the purposes of settlement only as a term of this Decree. Private Plaintiffs shall file with the Court a Motion for Order Granting Preliminary Approval of Class Certification for Settlement Purposes and supporting papers, which shall include this Decree (collectively, the "Motion for Preliminary Approval"). The Motion for Preliminary Approval will request: (1) preliminary approval of the terms of this Decree as applicable to the Private Action; (2) approval of the notice to Group/Class Members, settlement administration procedures, and appointment of a Claims Administrator; and (3) that the Court schedule a Final Approval Hearing to determine the question of whether the terms of this Decree, as applicable to the Private Action, should be finally approved as fair, adequate and reasonable as to the Group/Class Members.

The Parties will not object to the Motion for Preliminary Approval so long as said Motion conforms to the Decree.

B. Claims Administrator

The Claims Administrator shall: (1) prepare and mail necessary notices and release to Group/Class Members; (2) establish and operate a website designed to provide information to and communication with Group/Class Members; (3) receive and evaluate claims eligibility; (4) seek additional information from Group/Class Members, when appropriate; (5) receive and file opt-out statements and objections; (6) respond to questions from potential Group/Class Members; (7) maintain a toll-free number for communicating with Group/Class Members; and (8) any other duties necessary to carry out its responsibilities set forth in this Decree, including the creation and administration of the Settlement Fund as a Qualified Settlement Fund and distribution of any Cy Pres funds. The Claims Administrator will keep confidential all information obtained during administration of this Decree and will establish safeguards to protect such information, such as social security numbers, home addresses, and phone numbers, from inadvertent disclosure or release.

C. Production by Riot of Name and Address List for Notice of Settlement

No later than fifteen (15) calendar days after the Court grants Preliminary Approval of the Decree and Preliminary Approval of the Class Settlement, Riot shall furnish the Claims Administrator, Agency Counsel and Plaintiffs' Counsel, in computer-readable form, with the names of all Riot employee Group/Class Members to receive the Notice of Settlement of Government Enforcement Actions and Class Action ("Notice"), as well as the dates of employment for those individuals in Riot's records. Riot will also furnish to the Claims Administrator, Agency Counsel, and Plaintiffs' Counsel (1) the names of Group/Class Members who signed general releases and the amounts they received; and (2) the names of Group/Class Members with claims pending in arbitration and the date those arbitrations were initiated. The Parties will work together to obtain reasonably complete information of temporary agency contractor Group/Class Members, including by utilizing the data and documents that have been obtained to date through this litigation. To the extent that Riot has the last known addresses (including electronic communication addresses), last known phone numbers and Social Security numbers in Riot's relevant

databases, Riot will also furnish this information to the Claims Administrator. The list of the names and addresses is the "Notice List."

D. Notice to Group/Class Members

1. Notice Packet

Once the Court enters an Order granting Preliminary Approval of the Decree and Preliminary Approval of the Class Settlement, every Group/Class Member on the Notice List will be provided with a Notice Packet that contains the Notice and the Release approved by the Court.

The Notice will include, nonexclusively, information regarding the nature of the Actions, a summary of the substance of the Decree's terms, the Group/Class definition, each Group/Class Member's work weeks or months worked, the procedure for participating in the Government Enforcement Action, opting out or objecting to the Class Settlement, as defined herein, and the date for the Final Approval Hearing. The Notice will also advise Group/Class Members whose claims are pending in arbitration or who have signed general releases with Riot during the Liability Period of their rights to relief described in Section III.C herein. The Notice will make clear to the Group/Class Members who are solely participants in the Government Enforcement Actions (as set forth in Section IV.C) that they will not have an opportunity to object or opt-out of the Private Class Action Settlement. The Notice will also advise Group/Class Members of their right to discuss and/or disclose information about unlawful acts in the workplace, including but not limited to harassment or discrimination.

Anyone incorrectly identified as female may notify the Claims Administrator. Any current or former Riot employee or temporary contractor may contact the Claims Administrator to correct, confirm, or otherwise provide information about their gender for purposes of participating in the Government Enforcement Action or Class Action Settlement.

2. Timing for Mailing

No later than thirty (30) calendar days after the Order granting Preliminary Approval of the Decree and Preliminary Approval of the Class Settlement, and sooner if practicable, the Claims Administrator shall mail a Notice Packet to each Group/Class Member's last known physical address via first class mail with an addressed and stamped return envelope. The Claims Administrator shall also send a Notice Packet to each Group/Class Member by email to their last known electronic mail address. The Claims

Administrator shall also set up a dedicated web portal for dissemination and receipt of information to and from Group/Class Members. Thirty (30) days after this initial mailing, a Reminder Postcard directing the Group/Class Members to the dedicated web portal shall be sent to each Group/Class Member.

3. Undeliverable Notice Packets

The Claims Administrator shall trace through search databases all Group/Class Members for whom the mail, email or message was returned undelivered. All Group/Class Members who are thus located shall be sent a Notice Packet.

E. Final Approval

Within fourteen (14) days following the expiration of the objection and opt-out deadlines set forth herein, the Parties shall move the Court for Final Entry and Judgment thereon of this Decree. Private Plaintiffs shall file with the Court a Motion for Order Granting Final Approval of the Class Action Settlement and Entering Judgment, which complies with applicable law governing class action settlements. The purpose of the Final Approval Hearing and the related notification provisions of the Decree is to provide all persons who may be affected by the terms of the Decree with notice and an opportunity to present objections to the class settlement prior to Final Entry of the Decree. The Parties will not object to the Motion for Final Approval so long as said Motion conforms to the Decree.

Except as provided in Section VI.B, the Parties agree and acknowledge that no monies provided for in this Decree shall be paid out unless and until the Court enters Final Entry of the Decree and grants Final Approval of the class action settlement.

VIII. MONETARY RELIEF

A. Gross Settlement Amount

In exchange for the releases set forth in Section IV, as well as the other promises herein, and in addition to compliance with injunctive relief provisions and excluding Riot's employer payroll tax obligations as discussed in Section VIII.E, Riot will pay $100,000,000 as follows ("Gross Settlement Amount"):

1. A minimum of $80 million for the Group/Class Members and PAGA Allocation defined below ("Settlement Fund").

2. $5 to $8.5 million for Agency Counsel's fees, the final amount to be determined by the Court upon fee petition pursuant to Section X [Attorneys' Fees and Costs].

3. $5 to 8.5 million for Plaintiffs' Counsel's fees, the final amount to be determined by the Court upon fee petition pursuant to Section X [Attorneys' Fees and Costs].

4. $3 million for claims administration costs and fees, and Plaintiffs' Counsel's and Agency Counsel's costs upon petition and subject to approval by Judge the Court ("Costs Fund") pursuant to Section X [Attorneys' Fees and Costs].

None of the above amounts will revert to Riot, unless preliminary approval or final approval of the class settlement is denied with prejudice, or approval is vacated or appealed as permitted by law, at which point Riot and Agency Counsel will stipulate to modify the Consent Decree as set forth in Section VI [Modification and Severability]. The Agency Counsel Fees shall not revert to Riot and will be paid as set forth in Section X [Attorneys' Fees and Costs]. If preliminary approval or final approval of the class settlement is denied with prejudice, or approval is vacated or appealed as permitted by law, Plaintiffs' Counsel's fees and a maximum of $350,000 in Plaintiff's Counsel's costs will revert to Riot. The remainder of the Costs Fund will not revert. Class Representative Gabriela Downie will not receive a separate representative enhancement although her contributions to this litigation will be recognized by virtue of her participation.

B. PAGA Allocation

Subject to the Court's approval, the Parties agree that $4 million of the minimum $80 million Settlement Fund will be allocated to resolve the State of California's PAGA claims, including the PAGA Representatives' PAGA claims brought on behalf of the State of California ("PAGA Allocation"). 75% of the PAGA Allocation will be paid to the DLSE and 25% of the PAGA Allocation will be distributed to Group/Class Members, regardless of whether they exclude themselves pursuant to Section IX. The latter portion shall be specifically allocated to the Minimum Payments, to ensure that all Group/Class Members receive a portion of the PAGA Allocation regardless of whether they exclude themselves pursuant to Section IX.

C. Settlement Payment Tax Documentation

The portion allocated to wages for current or former employees shall be subject to all applicable withholdings and reported on an IRS Form W-2 by the Claims Administrator. Settlement payments for current or former temporary agency contractors shall be reported on an IRS Form 1099 by the Claims Administrator. For individuals who were, at various times, both an employee and a temporary agency contractor, the Claims Administrator will attempt to divide the "wages" portion of any settlement payment to W-2 and 1099 proportional to the amount of time the applicable individual was an employee and a temporary agency contractor, respectively. The portion treated as compensation for personal injuries, interest, and penalties for current or former employees and temporary agency contractors shall be reported on an IRS Form 1099, Box 3 (Other Income) by the Claims Administrator. After appropriate tax withholding from each Group/Class Member's payment from the Settlement Fund, the Claims Administrator will pay all such withheld funds to the appropriate state and federal taxing authorities. The Claims Administrator shall provide each Group/Class Member with appropriate documentation setting forth the amount of any tax or other deductions in accordance with state and federal tax requirements. The Parties agree that the treatment of individual Group/Class Member settlement payments is consistent with the substance of the Actions. The Parties agree to discuss potential modification of this taxation proposal if further tax guidance provides for different allocation.

D. Funding of Gross Settlement

Riot shall provide the Gross Settlement Amount to the Claims Administrator within fifteen (15) calendar days of the Court's Final Entry of this Decree and granting final approval of the class settlement, unless the Modification and Severability provisions herein in Section VI apply. The Gross Settlement Amount shall be paid into an appropriate interest maximizing, Qualified Settlement Fund ("QSF") created and managed by the Claims Administrator. The Claim Administrator shall handle such monies pursuant to the terms of this Decree.

E. Tax Obligations

1. Employers' Responsibility for Taxes

As to the portion of Group/Class Members' settlement proceeds that constitute wages, Riot will be separately responsible for its share of any employer payroll taxes for Riot's employees, including the

employer FICA, FUTA, and SUI contributions (if applicable), which shall not be paid from the Gross Settlement Amount. Riot will not be responsible for any employer payroll taxes for any temporary agency contractors and temporary agency contractors will be responsible for tax obligations for settlement payments reported on an IRS Form 1099 by the Claims Administrator. Riot's agreement to these terms is not intended to indicate that Riot is or should have been the employer of any temporary agency contractor.

2. Parties' and Group/Class Members' Responsibility for Taxes

Each Group/Class Member will be solely responsible for their own tax obligations, other than the tax withholdings made by the Claims Administrator from each Group/Class Members' wage payments. The Parties agree and understand that neither Party has made any representations regarding the tax obligations or consequences, if any, related to this Decree. The Parties agree that except for the Claims Administrator's taxes and withholdings on wage payments, Riot, each Plaintiff, and each Group/Class Member are solely responsible for determining the tax consequences of payments made pursuant to this Decree and for paying taxes, if any, which are determined to be owed by each of them or on such payments (including withholdings, penalties and interest related thereto) by any taxing authority, whether state, local, federal, or foreign taxing authority. Riot will not be responsible for any Group/Class Member's taxes or treatment of the tax consequences (including withholdings, penalties and interest related thereto).

3. Payment of Employer's Share of Payroll Taxes

The Claims Administrator will give Riot an estimate of the employer's share of payroll taxes within five (5) calendar days of sending out the Notice. Upon calculation of each Group/Class Member's estimated Monetary Relief, and within three (3) calendar days after Final Entry (if not sooner), the Claims Administrator shall advise Riot of the amount of the employer's share of payroll taxes. Riot will provide the estimated amount of the employer's share of payroll taxes to the Claims Administrator at the same time that Riot provides the Gross Settlement Amount. To the extent there are any excess funds from the Claims Administrator's estimate of the employer's share of taxes that ultimately are not needed to pay such taxes, those funds shall be returned to Riot. Such return shall not be made until after complete distribution of the Gross Settlement Amount.

4. Settlement Impact on Employee Benefits

Riot will not use the Monetary Relief for determination of eligibility for, or calculation of, any employee benefits (e.g. vacations, holiday pay, retirement plans, etc.) of the Group/Class Members and Riot will not modify the Group/Class Members' previously credited hours of service or other eligibility criteria under any employee pension benefit plan or employee welfare plan sponsored by Riot, unless otherwise required by law. In addition, Group/Class Members may not contribute any portion of their Monetary Relief to Riot's 401(k) or other benefit plans if they exist.

IX. SETTLEMENT FUND DISTRIBUTION

A. Minimum Monetary Relief from the Settlement Fund

Each Group/Class Member who worked at Riot during the Liability Period shall receive a minimum payment of $5,000, and each Group/Class Member who was placed as a temporary agency contractor at Riot during the Liability Period shall receive a minimum payment of $2,500, whether or not they opt out of the Private Class Action Settlement or fully participate in the Government Enforcement Actions ("Minimum Payment"). The Minimum Payment will be treated for taxation purposes as 50% wages and 50% compensation for personal injuries, interest, and penalties.

B. Additional Monetary Relief from the Settlement Fund

After distribution of the Minimum Payment, the remainder of the Settlement Fund will be divided and distributed to Group/Class Members as follows:

a. Additional Payment(s): Each Group/Class Member will receive payments as follows:

(i) Group/Class Members who worked as employees for Riot will receive payments as follows:

1. Commenced employment on or after January 1, 2019: $15,000

2. Commenced employment on or after January 1, 2016 but prior to January 1, 2019: $25,000

3. Commenced employment prior to January 1, 2016: $35,000

(ii) Group/Class Members who worked as temporary agency contractors for Riot will receive payments as follows:

1. Placed at Riot on or after January 1, 2019: $5,000

2. Placed at Riot on or after January 1, 2016 but prior to January 1, 2019: $7,500

3. Placed at Riot prior to January 1, 2016: $10,000

If a Group/Class Member who participates in the settlement was both a Riot employee and temporary agency contractor during the Liability Period, the Group/Class Member will receive the greater amount allocated to employees hired at the same time that the temporary agency contractor began work at Riot and not the amount allocated to temporary agency contractors. If a Group/Class Member was re-hired at any point during the Liability Period, the Group/Class Member will receive the highest payment option available in IX.B.a.i. based on combined tenure.

These payments to each Group/Class Member will be considered the "Additional Payment(s)." The Additional Payments will be treated for taxation purposes as 50% wages and 50% compensation for personal injury, interest and penalties.

b. Pre-Acquisition Payment: In addition to the Additional Payment(s), each Group/Class Member who was a Riot employee in 2015 or earlier and who participates in the settlement will receive an additional payment of $40,000 ("Pre-Acquisition Payment"). This Pre-Acquisition Payment will be treated for taxation purposes as wages.

c. Tenure Payment: After allocating the Minimum Payments, the Additional Payment(s), the Pre-Acquisition Payment, and the distribution to the DLSE for the PAGA Allocation, the remainder of the Settlement Fund will be divided into the "Tenure Fund." Group/Class Members who participate in the settlement will be eligible to receive a payment from the Tenure Fund as follows:

(i) Group/Class Members who were employees of Riot will receive 1 point for each month worked as an employee during the Liability Period;

(ii) Group/Class Members who worked as temporary agency contractors for Riot will receive .5 point for each month worked for Riot during the Liability Period.

The Claims Administrator will calculate the total number of points assigned to all Group/Class Members and divide the Tenure Fund by the total number of points to reach a Tenure Fund Share Value. Each Group/Class Member who does not opt out of the Class Action Settlement or fully participates in

the Government Enforcement Actions will receive a payment equivalent to the Group/Class Member's total number of points multiplied by the Tenure Fund Share Value (the "Tenure Payment"). The Tenure Payment will be treated for taxation purposes as 50% wages and 50% compensation for personal injury, interest and penalties.

d. General Release Group/Class Members: Group/Class Members who signed a general release prior to the date of filing of this Decree will receive the Minimum Payment, and may also receive additional amounts from the Settlement Fund, as follows:

(i) Group/Class Members who signed a general release are entitled to participate in the Government Enforcement Actions, and the Notice will inform them that they do not have to exclude themselves from the settlement. The Parties agree that any payment made pursuant to this Section is not intended to be an indication about the enforceability of Riot's general releases. The Claims Administrator will account for Group/Class Members who, as part of a settlement or severance agreement, signed general releases during the Liability Period when calculating the Additional Payment(s), the Pre-Acquisition Payment, and the Tenure Payment owed to Group/Class Members.

1. If the sum total of a Group/Class Member's Calculated Share exceeds the value of the payment the Group/Class Member received in exchange for the general release, the Group/Class Member will receive a check, subject to appropriate tax withholdings, for the value of that difference in addition to the Minimum Payment.

2. If the sum total of a Group/Class Member's Calculated Share does not exceed the value of the payment received in exchange for the general release, the Group/Class Member will only receive the Minimum Payment.

3. The resulting calculation after accounting for the payment received in exchange for the general release shall be known as the "Offset Payment."

e. Group/Class Members Who Opt Out: To the extent any Group/Class Member decides to opt out of the Private Class Action Settlement and also decides to not fully participate in the Government Enforcement Actions, the sum total of the Group/Class Member's Additional Payment, Pre-Acquisition Payment (if applicable), and Tenure Payment will instead be allocated to the cy pres organizations designated in Section IX.H in exchange for the settlement of the Government Enforcement

Actions on her behalf. A cy pres payment cannot form the basis for any offset in future litigation by a Group/Class Member who has opted out of the Private Class Action Settlement and not fully participated in the Government Action.

C. Preliminary Calculations of Minimum Payments, Additional Payments, Pre-Acquisition Payments and Tenure Payments

No later than thirty (30) calendar days after the Order Granting Preliminary Approval of the Decree, the Claims Administrator shall furnish to counsel for the Parties, in computer-readable format, its preliminary calculations of the Minimum Payments, the Additional Payment(s), the Pre-Acquisition Payment and Tenure Payment to be paid to Group/Class Members. In addition, the Claims Administrator shall furnish to counsel for the Parties with information supporting the calculation of each Group/Class Member. Counsel for the Parties can present any corrections or objections within five (5) days of receipt of the calculations. The Claims Administrator shall make appropriate corrections and present them to counsel for the Parties for approval within five (5) days. The Parties will work together to comply with the Medicare Secondary Payer Act concerns.

D. Group/Class Member Disputes of Tenure Payment

If a Group/Class Member disagrees with the tenure calculations included in the mailed Notice Packet, the Group/Class Member must complete and send a notice of dispute to the Claims Administrator, together with any supporting written documentation. Such documentation may consist of official records, pay stubs, weekly schedules or personal logs. To be considered, the notice of dispute and supporting written documentation must be received by the Claims Administrator no later than twenty-five (25) calendar days after the postmark date of the Reminder Postcard. The Claims Administrator shall immediately notify counsel for all Parties of any such disputes by sharing with all counsel the notice of dispute and any documentation submitted by a Group/Class Member in support of the dispute. The Claims Administrator shall make the final determination regarding the dispute based on the written documentation submitted by the Group/Class Member and any materials submitted by counsel for all Parties within five (5) business days of receipt of the notice of dispute and supporting written documentation, and no later than prior to the Final Approval Hearing. The Claims Administrator shall inform counsel for all Parties and the Group/Class Member of the final determination.

E. Objections to and Exclusions from Settlement Fund

Group/Class Members who are eligible to opt out of the Private Class Action Settlement pursuant to this Decree may object to the proposed Class Certification for Settlement Purposes and the Private Class Action Settlement or opt-out of the Private Class Action Settlement. Group/Class Members may not object to or opt-out of the Injunctive Relief provisions of this Decree. Group/Class Members who opt out will not have the opportunity to object to the Private Class Action Settlement and will be explicitly informed as such in the Notice and in any opt out statement.

1. Objections

Group/Class Members objecting to the terms of proposed Approval of Class Certification for Settlement Purposes and the Private Class Action Settlement must do so in writing at least thirty (30) days prior to the scheduled Final Approval Hearing, although the Court may entertain belated objections at the Court's discretion. The written objection must be sent to the Claims Administrator on or before the date specified in the Preliminary Approval Order. The Claims Administrator will record the date of receipt of the objection and forward it to Riot, Agency Counsel, and Plaintiffs' Counsel within two (2) business days following receipt. The Claims Administrator will also file the original objections with the Clerk of the Court no later than five (5) days prior to the scheduled Final Approval Hearing date. The Claims Administrator shall retain copies of all written objections until such time as it has completed its duties and responsibilities under this Decree. Group/Class Members who wish to opt-out of the Private Class Action Settlement may not object to the Class Certification for Settlement Purposes and Private Class Action Settlement Approval.

2. Exclusions

Group/Class Members may exclude themselves, or opt-out, of the Private Class Action Settlement. Any request for exclusion must be in the form of a written "Opt-out" statement sent to the Claims Administrator. Information on how to opt-out of the Private Class Action Settlement shall be made available by the Claims Administrator. If a Group/Class member opts-out of the Private Class Action Settlement, the Group/Class Member will be unable to fully participate in the Government Action unless they confirm otherwise to the Claims Administrator as discussed in Section IV.C and below. A person wishing to opt-out must sign a statement which includes the following language:

> I understand that I am requesting to be excluded from the Private Class Action Settlement. I understand that I will not receive any monetary relief beyond the Minimum Payment. I understand that I may bring a separate legal action seeking individual damages, penalties, or other relief, but may receive nothing or less than what I would have received by fully participating in this settlement. I understand that Riot may claim an offset for any payments received by me in this settlement against any later award of individual relief I may receive. I understand that by opting out, I may still be required to administratively exhaust any claim that I may bring. I also understand that the State of California brought Government Enforcement Actions on my behalf and on behalf of other female workers against Riot. I understand that I will receive the Minimum Payment and the benefit of the injunctive relief as a result of the Government Enforcement Actions, whether or not I participate in the Private Class Action. I understand that the Claims Administrator will be following up with me to confirm whether or not I want to fully participate in the Government Enforcement Actions. I understand that if I do not fully participate in the Government Enforcement Actions, I will only receive the Minimum Payment, and any remaining monetary relief I am entitled to will be allocated to a cy pres fund, which cannot be used as an offset against my recovery in any future action I may bring.

A Class Member submitting an Opt-out statement shall sign and date the statement and deliver it to the Claims Administrator at least thirty (30) days prior to the scheduled Final Approval Hearing, as specified in the Preliminary Approval Order. The Claims Administrator shall date stamp the original of any Opt-out statement and serve copies on Riot, Agency Counsel, and Plaintiffs' Counsel within two (2) business days of receipt of such statement. The Claims Administrator will also file the original Opt-out statements with the Clerk of the Court no later than five (5) days prior to the scheduled Final Approval Hearing date. The Claims Administrator shall retain copies of all Opt-out statements until such time as it has completed its duties and responsibilities under this Decree.

The Claims Administrator will also reach out to the Group/Class Member submitting the Opt-out statement to confirm whether or not the Group/Class Member wants to forgo fully participating in the Government Enforcement Actions. If the Group/Class Member does forgo full participation, the Group/Class Member's remaining share of Monetary Relief will be allocated to the cy pres organizations set forth in Section IX.H. This confirmation can be obtained through email, or written confirmation. If the Group/Class Member confirms that she does want to fully participate in the Government Enforcement Actions, the Claims Administrator will provide her with information about her rights to obtain relief through this Decree, including the information set forth in Section III.C (if applicable). A lack of a

response to a written communication from the Claims Administrator shall also be deemed as confirmation that the Class Member is foregoing fully participating in the Government Enforcement Action.

3. Rescission of Class Member Opt-outs

Riot and Private Plaintiffs recognize that some Class Members who initially submit Opt-out forms seeking exclusion may, upon further reflection, wish to withdraw or rescind such Opt-out statements. Riot and Private Plaintiffs agree that Class Members shall be permitted to withdraw or rescind their Opt-out statements by submitting a "Rescission of Opt-out" statement to the Claims Administrator. The Rescission of Opt-out statement shall include the following language:

> I previously submitted an Opt-out statement seeking exclusion from the private class action settlement. I have reconsidered and wish to withdraw my Opt-out statement. I understand that by rescinding my Opt-out I will be eligible to receive an additional payment from the settlement fund and may not bring a separate legal action against Riot seeking damages.

A Class Member submitting such a rescission statement shall sign and date the statement and cause it to be delivered to the Claims Administrator no later than fifteen (15) calendar days before the Final Approval Hearing.

The Claims Administrator shall stamp the date received on the original of any Rescission of Opt-out statement and serve copies to Riot, Agency Counsel, and Plaintiffs' Counsel no later than (2) days after receipt thereof and shall file the date-stamped originals with the Clerk of the Court no later than five (5) business days prior to the date of the Final Approval Hearing. The Claims Administrator shall retain copies of all Rescissions of Opt-out statements until such time as the Claims Administrator is relieved of its duties and responsibilities under this Decree.

4. Right to Withdraw from Class Action Settlement

If the number of individuals who opt out of the Private Class Action Settlement in the manner provided in this Settlement exceeds ten percent (10%) of the Group/Class Size, then Riot, at its sole option, shall have the right to void the Private Class Action Settlement no later than three (3) business days prior to the Final Approval Hearing. Section IX.E.4 will not apply to any one who is not a part of the Private Class Action Settlement because Riot required them to exclude themselves in exchange for a separation or severance agreement. If Riot exercises this option, Riot's obligations to resolve the Government

Enforcement Actions through the Consent Decree shall not cease. In such event, the Modification of the Decree applies, pursuant to Section VI.

5. Final Payment

No later than twenty-one (21) days after the Effective Date, the Claims Administrator shall begin mailing via certified mail, return receipt requested, checks for payment to Group/Class Members. Any checks issued by the Claims Administrator to Group/Class Members shall expire one hundred and twenty (120) calendar days from issuance. In the event a settlement check payable to a Group/Class Member expires, that individual shall have the right to submit a request to the Settlement Administrator for reissuance of the check if funds remain available. Group/Members who sign, deposit and/or cash their settlement checks fully participate in the Government Enforcement Actions, even if they opt out of the Private Class Action Settlement. The Notice will provide this information to Group/Class Members.

F. Returned or Non-Cashed Checks

The Claims Administrator will contact any Group/Class Members whose check is returned or not cashed within ninety (90) days to verify the correct address for receipt of the check.

G. Distribution of Unclaimed Portion of Group/Class Member Payment

All unclaimed funds, including shares of Group/Class Members who could not be located, checks not cashed within the time limit, or undistributed accrued interest, shall be distributed on a pro rata basis to Group/Class Members who cashed their settlement checks ("Redistribution"). The Claims Administrator shall make at least three (3) Redistributions until no more than $2,500,000 remains in the Settlement Fund.

H. Cy Pres

If after Redistributions, the remaining sum is $2,500,000 or less, the remaining sum shall be donated in equal parts to the non-profit organizations Women in Games (https://www.womeningames.org/), National Center for Women & Information Technology, and Rewriting the Code. The Parties agree these organizations have a nexus to the basis for the litigation. . To the extent any designated cy pres organization does not meet these requirements, the Parties will promptly notify the Court and present an alternative proposal.

I. Report by Claims Administrator

Within ten (10) calendar days after final disbursement of all funds from the Settlement Fund, the Claims Administrator will provide counsel for all Parties and file with the Court a declaration providing a final report on the disbursements of all funds from the Settlement Fund.

X. ATTORNEY FEES AND COSTS

A. Attorneys' Fees and Costs Petitions

Agency Counsel and Plaintiffs' Counsel shall file separate fee petitions for approval by the Court, which shall be filed contemporaneously with the Parties' request for Final Approval of the Decree, pursuant to Section VII.E [Final Approval] herein. The Parties will not contest Agency Counsel or Plaintiffs' Counsel Fee and Cost requests so long as they conform to this Decree. The Claims Administrator will pay the amount approved by the Court out of the Gross Settlement Amount twenty-five (25) days after the Court's order.

1. Agency Counsel's Fees

Agency Counsel shall petition the Court for fees between $5,000,000 to $8,500,000, the final amount to be determined by the Court upon fee petition ("Agency Counsel's Fees"). To the extent an amount less than $8,500,000 is awarded, the Claims Administrator will allocate the remaining amount to the Settlement Fund.

2. Plaintiffs' Counsel's Fees

Plaintiffs' Counsel shall petition the Court for fees between $5,000,000 to $8,500,000, the final amount to be determined by the Court upon fee petition ("Plaintiffs' Counsel's Fees"). To the extent an amount less than $8,500,000 is awarded, the Claims Administrator will allocate the remaining amount to the Settlement Fund. Plaintiffs' Counsel shall have right to structure their fees.

3. Costs Fund

Agency Counsel and Plaintiffs' Counsel will separately seek payment of costs already incurred from the Costs Fund, subject to the Court's approval, that does not exceed $350,000 each. Should the Court award less than $700,000, the Claims Administrator will allocate the difference between the amount awarded and $700,000 to the Settlement Fund. The remaining Cost Fund of $2,300,000 shall be allocated towards the settlement and/or Consent Decree administration only and any future costs and expenses

incurred in the administration of the settlement and/or Consent Decree. To the extent that less than $2,300,000 is incurred in settlement administration, then the remaining amount shall be allocated to the Settlement Fund.

B. Attorneys' Fees for Decree Approval and Implementation

Except as provided in this Decree, Riot will not be responsible for any additional attorneys' fees or costs except as reasonably necessary if Riot fails to comply with the Court Approved Decree and Agency Counsel and/or Plaintiffs' Counsel is required to seek enforcement of the Decree and as pursuant to procedures set forth below:

C. Former Private Counsel Lien

Should the Court award Rosen Saba LLP any fees or costs pursuant to Rosen Saba's lien on Private Plaintiffs' putative class action, Plaintiffs' Counsel and Riot will contribute in equal proportion to any fees or costs awarded by the Court to Rosen Saba, with Riot's maximum payment being $600,000 to satisfy said lien. Plaintiffs' Counsel's contribution will be paid via a reduction on a pro rata basis from the $5 million to $8.5 million attorneys' fees allocation available to Plaintiffs' Counsel. All parties will reserve the right to contest Rosen Saba LLP's request for payment. In the event that an appeal is taken by Rosen Saba solely relating to Rosen Saba's claim for attorneys' fees and/or costs, this Decree will only be modified such that the amount of attorneys' fees and/or costs requested by Rosen Saba will not be distributed until the appeal is resolved.

XI. INJUNCTIVE AND PROGRAMMATIC RELIEF

A. Injunctive Relief Reserve

Within thirty (30) days of Final Entry, Riot will shall establish a $6,000,000 cash reserve for each of the three years of the Decree. This cash reserve will be used to address any Injunctive Relief set forth in this Consent Decree, except that Riot will separately retain and pay for a third-party independent expert and a monitor as set forth in Sections XI.B.1 and XI.B.2 below. To the extent this cash reserve is not fully used during each term of this Decree for the purposes of effectuating Injunctive Relief set forth in this Section XI, the reserve can be applied to funding for diversity, equity, and inclusion staff and programs at Riot.

B. Expert Analyses

Within thirty (30) days of Final Entry, Riot shall retain and pay for a third-party independent expert, reputable and qualified, with expertise in the field and industry (jointly selected and finally approved by DFEH, approval of which will not be arbitrarily withheld) to perform the analyses set forth in Section XI and make recommendations regarding Riot's female employees in California. The expert will provide the proposed methodology for the analyses to Riot and DFEH who shall provide feedback on the model, factors, and data considered by the expert to perform the analyses. Riot and DFEH will be permitted to weigh in on each other's feedback and provide explanations as to what feedback should or should not be incorporated, which the expert will evaluate. Any adjustment or failure to make an adjustment is in no way an admission that Riot's prior pay equity studies were erroneous or flawed or that Riot has any liability to any employee regarding pay or promotion. The Parties expressly acknowledge that experts can differ in approach and, in no way does any recommendation by the expert render any prior pay equity studies or analyses irrelevant or unsupported. The third-party independent expert will not have conducted any of Riot's prior pay equity studies.

1. Pay/ Promotion/ Assignment Analysis:

a. The third-party independent expert will conduct sex/gender equity analysis of total compensation (including salaries and equity compensation), assignment, and promotion outcomes for employees in Riot's California offices in each of the three years of the term of this Decree. Such analyses will evaluate the correlation between sex/gender and total compensation, base pay, short- and long-term incentive compensation, starting pay, and equity awards.

b. The third-party independent expert will also analyze whether there are any sex/gender disparities in initial job and level assignments and promotions.

c. If the analyses reveal disparities against female employees that cannot be explained by bona fide legitimate factors, Riot will remedy disparities through pay adjustments, as well as job, level, and opportunity re-assignments and promotions during Riot's next promotion or compensation cycle.

2. Hiring Adverse Impact Analysis:

The third-party independent expert will analyze whether there is any potential adverse impact within the various steps of Riot's hiring processes for applicants in Riot's California offices, in accordance with the Fair Employment and Housing Act and non-discrimination law, for each of the three years of the term of this Decree;

If there is any adverse impact, Riot will evaluate the results of the analysis and determine whether there are any necessary adjustments to be made to Riot's hiring processes and procedures to remedy adverse impacts on hiring processes.

C. Pay Transparency

a. Riot shall not prohibit employees from discussing employee compensation, disclosing their own wages, discussing the wages of others, or inquiring about another employee's wages. Nothing herein prevents Riot from instructing those employees who are privy to others' wages by virtue of their positions at Riot (such as those individuals who work with payroll, compensation, benefits, etc.) that they may not disclose the wages of other employees except as consistent with business needs or with the employees' consent for legitimate business purposes.

b. Riot shall provide all applicants, including employee applicants, with the pay scale for the position to which the applicant applied upon request consistent with California law. Riot shall provide employees with its California Pay Data Report (Government Code section 12999) upon request.

c. Riot shall not rely on prior pay (including outstanding equity awards) or salary history to set starting compensation or level. An applicant may voluntarily disclose salary history information consistent with California law, and Riot will record such voluntary disclosure if such disclosure falls within Labor Code sections 432.3(h) or 1197.5.

D. Employee Hiring

a. Riot shall limit subjectivity and implicit bias in the employment decision-making and selection processes, including but not limited to, by:

(i) including underrepresented communities in recruitment efforts for qualified candidates;

(ii) using objective qualifications and criteria to identify, select and/or eliminate from consideration any person at each step of the hiring and promotion processes (i.e., application screen, interview, post-offer screen, etc.);

(iii) implementing a written policy that requires inviting at least one person who is a woman or from an underrepresented community to serve on each selection panel;

(iv) assigning roles and levels in an equitable manner consistent with a candidate's applicable experience and education; and

(v) working in good faith with the Monitor to ensure that applicant records are tracked, and recruitment sources and dispositions are recorded in the hiring process.

E. Temporary Agency Contractor Recruitment/Selection/ Hiring Opportunities

a. Group/Class Members who worked or work as temporary agency contractors will have an opportunity through the notice process to express interest in employment at Riot. Riot will send to those Group/Class Members an explanation on how to apply for available positions. Those Group/Class Members who apply will be interviewed if they meet Riot's job requirements for the specific role to which they apply. Group/Class Members who meet the aforementioned requirements and successfully complete the interview process will receive offers of employment. This Section shall be in effect until forty (40) Group/Class Members are hired in the Engineer, Quality Assurance, or Art Design roles or until the list of Group/Class Members who were temporary agency contractors who express an interest in employment is exhausted, whichever occurs first.

b. Temporary agency contractors will also be provided access to Riot's internal job board during the term of the Decree.

c. Nothing in this Decree shall require Riot to hire any specific temporary agency contractor as an employee if they are not qualified for the specific role. Riot acknowledges that DFEH has a legal obligation to monitor compliance with the Decree, and will not impede DFEH's efforts to ensure compliance with this or any other provision in the Decree through the monitor.

F. Ongoing Monitor

Within thirty (30) days of Final Entry, Riot shall hire and pay for an independent monitor ("Monitor", jointly selected with and finally approved by DFEH, approval of which will not be arbitrarily

withheld) with expertise in the field and the industry to audit compliance with workplace laws and protections against sexual harassment, retaliation, and discrimination (including record-keeping responsibilities) and to advise on sexual harassment, retaliation, and discrimination policy and procedure improvements, including reviewing complaint investigation policies and processes, and outcomes or results following Final Entry.

1. Policy and Procedure Improvements. The Monitor will review Riot's sexual harassment, retaliation, and discrimination policy, complaint investigation policies and processes, and will be given access to Riot's investigations during the period of the Decree to assess whether any current policies and practices improvements shall be recommended. The disclosure of Riot's investigation materials to the Monitor shall not be considered a waiver of Riot's ability to assert any applicable privilege, including attorney work product, or attorney-client communication. The Monitor will not provide DFEH with individual investigation information or reports and will only provide anonymized information.

2. Audit Report. At the conclusion of each annual audit, the Monitor will provide a written report ("Audit Report") to Riot and DFEH regarding Riot's compliance with those provisions of the Decree subject to the audit, as set out in Section XI. Each Audit Report shall provide: (a) the scope of the audit; (b) a detailed list of the data collected and interviews conducted, if any, in the course of the audit; (c) any difficulties with conducting the audit; (d) an itemized assessment as to whether Riot is complying with those provisions of the Decree subject to the audit; (e) what data the Monitor relied upon in reaching this assessment, and what data contradicts this assessment, if any; and (f) the Monitor's recommendations for further remediation if he or she determines that compliance is deficient. Nothing in this Audit Report or this Monitor Process shall be considered a waiver of Riot's ability to assert any applicable privilege, including but not limited to those based on attorney work product, or attorney-client communication. Riot will provide a confirmation statement to Class Counsel on an annual basis that Riot has participated in the Audit Report process. If DFEH intends to raise a dispute based on the Monitor's Audit Report, DFEH will give Private Plaintiffs notice.

3. Access. Riot shall provide the Monitor with reasonable access, as needed, to all Riot staff, facilities, and documents that are relevant to evaluate compliance with Section XI. Riot shall

direct all employees to cooperate fully with the Monitor. Riot will request that its contractors cooperate fully with the Monitor. All non-public information obtained by the Monitor shall be maintained in a confidential manner, and all information obtained by the Monitor shall be used only for the purposes of implementing this Decree.

4. Communications. The Monitor may have ex parte communications at any time with the Parties, including counsel for the Parties, and employees, agents, contractors, and all others working for or on behalf of the Parties. The Monitor may also speak with anyone else the Monitor deems necessary for accomplishing its duties under this Decree.

G. Compliance with Law

Riot shall comply with federal and state laws regarding discrimination, harassment, and retaliation. Riot will also require all future Temporary Staffing Agencies to warrant that they have anti-harassment, anti-discrimination, and anti-retaliation programs, and recordkeeping policies that are compliant with federal, state, and local law.

H. Record Keeping.

1. Riot shall comply with all California state and federal record-keeping laws.

2. Riot will maintain the following:

a. employee personnel records for a period of not less than three years after termination of employment (Lab. Code, § 1198.5);

b. any and all applications, personnel, membership, or employment referral records and files for a minimum period of four years after the records and files are initially created or received, or for employers to fail to retain personnel files of applicants or terminated employees for a minimum period of four years after the date of the employment action taken (Gov. Code, § 12946, as amended by Senate Bill No. 807; Cal. Code Regs. tit. 2, § 11013 [among other things, requiring employers to maintain data regarding the race, sex, and national origin of each applicant, to the extent such information is provided before hire, and the job for which he or she applied].)

3. Riot shall create and maintain a centralized database of all California employee and temporary agency contractor complaints made to Riot managers, Rioter Relations, Human Resources Business Partners, and anonymous reporting hotline after the Effective Date regarding sex/gender

discrimination, harassment, retaliation, and equal pay, and will preserve documentation of such complaints (including results of investigation) for at least four (4) years.

4. With respect to temporary agency contractors, during the term of the Consent Decree, on a going forward basis, Riot will maintain information regarding the amount being paid for each temporary agency contractor in California on an individual basis, and the role for which the temporary agency contractor is being placed at Riot. Nothing within this provision is intended to be an admission or indication that a joint employer relationship exists between Riot and any temporary agency contractor or any Temporary Staffing Agency.

5. With respect to applicants, Riot will track whether the applicant was referred by a Riot employee or sourced by some recruiting effort, the extent to which an applicant progressed through the application process, the role and level the applicant applied to, the role and level the applicant was offered (if any), and the race, sex, and national origin of each applicant (if provided).

6. A material violation of these requirements will be a violation of the Decree.

I. No Retaliation.

Riot shall not impede, impair or interfere with the right of any person or employee to voluntarily communicate with the government about any matter, or file and pursue a civil action or complaint with, or otherwise notify, a state agency, other public prosecutor, law enforcement agency, or any court or other governmental entity of any potentially unlawful workplace practice.

J. Release Agreements.

Riot agrees that any future agreement related to an employee's separation from employment in California will not contain any provision that prohibits the disclosure of information about unlawful acts in the workplace. All future agreements related to an employee's separation from employment in California will include the following language: "Nothing in this agreement prevents you from discussing or disclosing information about unlawful acts in the workplace, such as harassment or discrimination or any other conduct that you have reason to believe is unlawful." Riot will also notify employees in Riot's personnel policies that nothing prevents employees from discussing or disclosing information about unlawful acts in the workplace, such as harassment or discrimination or any other conduct that the employee may have reason to believe is unlawful. In addition, Riot will provide notice to all prior and

current Group/Class Members of their ability to discuss unlawful acts in the workplace as set forth in the proposed Notice in Section VII.

XII. IMPLEMENTATION AND ENFORCEMENT

A. Enforcing Parties.

The Private Plaintiffs, DFEH, the DLSE, and/or Riot may apply to the Court for such further orders as may be necessary for, or consistent with, the enforcement of this Decree.

B. Disputes.

1. If a dispute arises with respect to DFEH's, DLSE's, Private Plaintiffs', or Riot's compliance with, interpretation of, or implementation of, the terms of this Decree, a good faith effort shall be made by the Parties to the dispute to resolve such differences promptly in accordance with the following procedure.

2. If DFEH, DLSE, Private Plaintiffs, or Riot believes a dispute must be resolved, it shall promptly notify the other Parties in writing of the issue together with relevant facts and analysis. The Party against whom the complaint is issued shall be given a reasonable period of time (not to exceed thirty (30) days and providing a minimum of fifteen (15) days) to provide a response. Within a reasonable time thereafter (not to exceed fifteen (15) days), the Parties to the dispute shall meet and confer by telephone and attempt to resolve the issue informally. If DFEH, DLSE, Private Plaintiffs, or Riot believes after meeting and conferring in good faith that resolution cannot be achieved, it shall promptly notify the other Parties in writing and shall specify its final position with regard to the dispute. Thereafter, any of these Parties may pursue the issue with the Court.

3. Nothing in this procedure shall prevent DFEH, DLSE, Private Plaintiffs, or Riot from promptly bringing an issue before the Court when, in the moving Party's good faith view, the facts and circumstances require immediate court attention. The moving Party's papers shall explain the facts and circumstances that necessitate immediate court action. Should the Court deny the moving Party's request for relief pursuant to this paragraph, the non-moving Party may recover costs and fees associated with responding to the moving party, if the court finds the motion was frivolous, unreasonable, or groundless when brought, or that the moving party continued to litigate after it clearly became so.

XIII. NOTICES

Any notice to the Parties permitted or required under this Decree shall be sent as follows:

A. DFEH

Department of Fair Employment and Housing, Legal Division
c/o Janette Wipper, Melanie Proctor
555 12th Street, Suite 2050
Oakland, CA 94607

B. DLSE

Division of Labor Standards Enforcement, Department of Industrial Relations
c/o David Balter
455 Golden Gate Avenue, 9th Floor
San Francisco, CA 94102

C. Private Counsel

Genie Harrison Law Firm, APC
c/o Genie Harrison
523 W. 6th Street, Suite 707
Los Angeles, CA 90014

JML Law, APLC
c/o Nicholas Sarris
5855 Topanga Canyon Blvd, Suite 300
Woodland Hills, CA 91367

D. Riot

Gibson, Dunn & Crutcher LLP
c/o Catherine A. Conway, Katherine V.A. Smith
333 S. Grand Ave, Ste 4600
Los Angeles, CA 90071

XIV. MISCELLANEOUS TERMS

A. No Admissions

The Consent Decree and the Private Settlement do not constitute admissions by Plaintiff-Intervenors or Private Plaintiffs that their claims lacked merit. Likewise, Riot denies each and all of the claims alleged in the Actions. In addition, Riot contends that they have complied with their obligations under applicable law. Neither this Decree, nor any document referred to or contemplated therein, nor any action taken to carry out this Decree, is, may be construed as, or may be used as an admission, concession, or indication by or against Riot of any fault, wrongdoing or liability whatsoever. This Decree and the fact

that Plaintiff-Intervenors, Private Plaintiffs, and Riot were willing to settle the Actions will have no bearing on, and will not be admissible in connection with, any litigation (other than solely in connection with the Decree).

B. Confidentiality

The terms of this Decree shall remain confidential until they are presented to the Court in connection with the filing of the Decree and Motion for Preliminary Approval.

C. Pending Motions

There are two motions relating to sealing confidentially-designated records that are pending in this Court: a motion to seal filed by Riot on September 17, 2021, and a motion to uphold confidentiality designations filed by Riot on October 21, 2021. There is also an appeal relating to sealing pending in the Court of Appeal (No. B313724); Riot appealed from an order issued by this Court on June 14, 2021, and from another order issued by this Court on June 29, 2021.

While the Parties maintain their respective positions as to the right of public access to court records, they nonetheless acknowledge that the Decree is intended to resolve the parties' disputes and put an end to any ongoing litigation. Accordingly, Riot and/or Private Plaintiffs may request the Court to order the information that is the subject of Riot's pending motions and appeal to remain sealed, so that Riot may dismiss its currently pending appeal. In the event that the Court declines, the Parties reserve their rights to litigate the questions presented in those motions and in that appeal.

D. Documents Provided in the Actions

The Parties acknowledge that they are bound by the Stipulated Protective Order entered by the Court on August 2, 2021, and that the Parties shall abide by its terms regarding the destruction of materials provided in formal and informal discovery, including mediation discovery, in the Actions. Nothing in this Section relieves the Parties of their obligations to maintain documents, information, and/or data consistent with the Decree or as required by any other pending action.

E. Documents Provided or Created for Purposes of this Decree

All documents required to be created or maintained by the express terms of the Decree, and all documents that are provided to the Monitor or any Party under the terms of the Decree, and Monitor's Audit Reports and other records, are and shall be treated as confidential, consistent with law and the

Stipulated Protective Order entered by the Court on August 2, 2021. Neither the Monitor nor any Party shall divulge any such documents to any third party unless so ordered by the Court after notice to the producing individual(s) and an opportunity for the producing party to object to such disclosure and be heard. Upon expiration of this Decree, the Monitor and all Parties shall promptly return to the producing individual(s) or destroy any and all documents furnished under this Decree. This provision shall not prevent a party from filing otherwise confidential documents with the Court, provided that, either: (a) such documents are filed under seal; or (b) the producing individual(s) receive fifteen (15) court days advance notice to permit opportunity to seek a protective order sealing such documents.

F. Duty to Support and Defend Decree

The Parties agree to abide by all of the terms of this Decree in good faith and to support it fully, shall not suggest or encourage any third parties to object to or otherwise challenge this Decree or the Class Action Settlement Procedure, and shall use best efforts to defend this Decree.

G. Closure of Administrative Complaints

Upon the later of entry of the Final Decree or the Modified Final Decree and Riot's funding of the Gross Settlement Amount , DFEH will close *DFEH/Kish v. Riot Games, Inc. et al*., DFEH No. 201810-04010525 consistent with Section II.

H. Non-Waiver

Failure by any Party to seek enforcement of this Decree pursuant to its terms with respect to any instance or provision will not be construed as a waiver of such enforcement with regard to other instances or provisions.

I. Complete Agreement

After this Decree is signed and delivered by all Parties and their counsel, this Decree will constitute the entire agreement between the Parties relating to the settlement, and it will then be deemed that no oral representations, warranties, covenants, or inducements have been made to any Party concerning this Decree other than the representations, warranties, covenants, and inducements expressly stated in this Decree. All prior or contemporaneous agreements, understandings, and statements, whether oral or written, whether express or implied, and whether by a Party or a Party's counsel, are merged herein.

J. Attorney Authorization

Plaintiffs' Counsel, Agency Counsel, and Riot's Counsel warrant and represent that they are authorized to take all appropriate action required or permitted to be taken by such Parties pursuant to this Decree to effectuate its terms, and to execute any other documents required to effectuate the terms of this Decree. The Parties and their counsel will cooperate with each other and use their best efforts to effect the implementation of the Decree.

K. Binding on Successors

This Decree will be binding upon, and inure to the benefit of, the successors of each of the Parties (including Released Parties) hereto, and their spouses, heirs, administrators, representatives, executors, successors and assigns each of which is entitled to enforce this Decree.

L. Cooperation

The Parties have cooperated in the drafting and preparation of this Decree. This Decree will not be construed against any Party on the basis that the Party was the drafter or participated in the drafting.

M. Fair Settlement

The Parties and their respective counsel believe and warrant that this Decree reflects a fair, adequate and reasonable settlement of the Actions and have arrived at this Decree through arms'-length negotiations, taking into account all relevant factors, current and potential, and on that basis, have presented it to the Court.

N. Headings

The descriptive heading of any section or paragraph of this Decree is inserted for convenience of reference only and does not constitute a part of this Decree.

O. Counterparts

The Parties agree that the Decree may be executed in counterparts, each of which shall be deemed to be an original and all of which together shall be deemed to be part of the same Decree.

XV. SIGNATORIES

The signatories represent that they have the authority to bind the respective Parties identified below to the terms of this Decree.

By their signatures below, the Parties respectfully consent to the entry of this Consent Decree,

including the Order and Permanent Injunction.

[*Signature Pages Follow*]