

**SUPERIOR COURT OF NORTH CAROLINA
TENTH JUDICIAL DISTRICT**

BEAU ZANCA; ERIC KROHM; A.J., by and through his Guardian CHRIS JONES; Z.K., by and through his Guardian SEAN KINNEY; M.M., by and through his Guardian DAVID MINCES; L.M., by and through his Guardian CHAD MOYER, individually and on behalf of all others similarly situated,

Plaintiffs,

v.

EPIC GAMES, INC., a Maryland corporation,

Defendant.

Case No.

STIPULATION OF CLASS ACTION SETTLEMENT

This Stipulation of Class Action Settlement (the “Agreement” or “Settlement”) is entered into by and among Plaintiffs BEAU ZANCA; ERIC KROHM; A.J., by and through his Guardian CHRIS JONES; Z.K., by and through his Guardian SEAN KINNEY; M.M., by and through his Guardian DAVID MINCES; and L.M., by and through his Guardian CHAD MOYER (collectively, “Plaintiffs”), for themselves individually and on behalf of the Settlement Class (as defined below), and Defendant EPIC GAMES, INC. (“Defendant”). Plaintiffs and Defendant are collectively referred to as the “Parties.” This Agreement is intended by the Parties to fully, finally, and forever resolve, discharge, and settle the Released Claims (as defined below) upon and subject to the terms and conditions hereof, and is subject to the approval of the Court.

RECITALS

WHEREAS, on February 15, 2019, Plaintiff Eric Krohm filed a putative class action complaint against Defendant in the Circuit Court of Cook County, Illinois, County Department, Chancery Division, Case No. 2019CH02032, alleging claims under the Illinois Consumer Fraud

and Deceptive Business Practices Act, 815 ILCS 505/1, *et seq.*, for breach of contract, breach of implied contract, and negligence, related to his use of Defendant's *Fortnite* video game software and related services;

WHEREAS, on April 8, 2019, Defendant removed that lawsuit to the United States District Court for the Northern District of Illinois, where the court assigned it docket number 1:19-cv-2353, and subsequently obtained transfer to the United States District Court for the Eastern District of North Carolina, where it was assigned case number 5:19-cv-173-BO.

WHEREAS, on July 15, 2019, Defendant moved to dismiss that lawsuit for failure to state a claim upon which relief may be granted;

WHEREAS, Plaintiff Krohm argued in response to that motion that his claims should be heard in state court, rather than federal court;

WHEREAS, on October 1, 2019, the United States District Court for the Eastern District of North Carolina dismissed the lawsuit, without prejudice, for lack of federal subject-matter jurisdiction;

WHEREAS, in or about September 2020, counsel for Plaintiff Krohm advised Defendant of their intention to assert in arbitration or other forums, including North Carolina Superior Court, claims against Defendant on behalf of numerous other persons who played *Fortnite* as well as persons who played Defendant's *Rocket League* game, including claims regarding in-game purchases;

WHEREAS, after initial discussions about potentially resolving all of the claims pleaded in the original lawsuit in a global settlement, the Parties agreed to participate in private mediation with the Honorable Wayne R. Andersen (Ret.), former United States District Court Judge for the Northern District of Illinois, now of JAMS, over multiple days in November and December 2020;

WHEREAS, as a result of their discussions and with Judge Andersen's assistance, the Parties were able to reach this proposed class-wide resolution (as defined below);

WHEREAS, in January 2021, Class Counsel (as defined below) filed a new lawsuit in the Superior Court of North Carolina, Tenth Judicial District (the "Action"), with the intention that the Action would be resolved pursuant to this Agreement;

WHEREAS, Plaintiffs and Class Counsel have conducted a comprehensive examination of the law and facts relating to the matters at issue in the Action regarding their claims and Defendant's potential defenses, and engaged in substantial arms-length settlement negotiations, including with the assistance of a third-party neutral;

WHEREAS, based on an analysis of the facts and the law applicable to Plaintiffs' claims and taking into account the burdens and expense of such litigation, including the risks and uncertainties associated with protracted trials and appeals, as well as the fair, cost-effective and assured method of resolving the claims of the Settlement Class, Plaintiffs and Class Counsel have concluded that the Settlement provides substantial benefits to the Settlement Class and the public as a whole, and is fair, reasonable, adequate, and in the best interests of Plaintiffs and the Settlement Class;

WHEREAS, Epic Games denies all allegations of wrongdoing and liability and denies all material allegations in the original Illinois lawsuit and in the Action, but has similarly concluded that this Agreement is desirable to avoid the time, risk, and expense of defending protracted litigation and to resolve finally and completely the pending and potential claims of Plaintiffs and the Settlement Class;

NOW, THEREFORE, the Parties stipulate and agree that any and all Released Claims against Epic Games and all other Released Parties (as defined below), shall be finally settled and

resolved on the terms and conditions set forth in this Agreement, subject to Court approval, as a fair, reasonable, and adequate settlement.

AGREEMENT

1. DEFINITIONS

As used herein, in addition to any definitions set forth elsewhere in this Agreement, the following terms shall have the meanings set forth below:

1.1 “**Action**” shall refer to the action filed in the Superior Court of North Carolina, Tenth Judicial District, in which this Settlement Agreement will be presented to the Court.

1.2 “**Agreement**”, “**Settlement**” or “**Settlement Agreement**” means this Stipulation of Class Action Settlement.

1.3 “**Approved Claim**” means a claim submitted by a Settlement Class Member that (a) is timely, (b) is submitted in accordance with the directions on the Claim Form and the terms of this Agreement, (c) is physically signed or electronically verified by the Settlement Class Member, and (d) satisfies the conditions of eligibility for a settlement payment as set forth herein.

1.4 “**Claim Form**” means the form attached hereto as Exhibit A, or an electronic version thereof to be made available on the Settlement Website, as defined herein. The Claim Form must be completed and physically signed or verified electronically by each Settlement Class Member who wishes to file claims for a settlement payment. The Claim Form will require the Settlement Class Member to provide the specified information and to affirm that the information supplied is true and correct, but will not require notarization.

1.5 **“Claims Deadline”** means the date by which all Claim Forms must be postmarked or submitted on the Settlement Website to be considered timely and shall be set as a date no later than sixty (60) days after Notice of the settlement is conveyed to Settlement Class Members as provided below. The Claims Deadline shall be listed on the Settlement Website, as well as in the notice to Settlement Class Members and on the Claim Form.

1.6 **“Class Counsel”** means Daniel K. Bryson and Patrick M. Wallace of Whitfield Bryson, LLP; Myles McGuire, Evan M. Meyers, Timothy P. Kingsbury, and Colin P. Buscarini of McGuire Law, P.C.; Deepali Brahmhatt and Timothy Devlin of Devlin Law Firm, LLC; and Michael J. McMorrow of McMorrow Law, P.C.

1.7 **“Class Representatives”** means the Plaintiffs in the Stipulated Complaint in the Action.

1.8 **“Court”** means the Superior Court of North Carolina, Tenth Judicial District (Wake County).

1.9 **“Credits” and “V-Bucks”** refer to the in-game virtual currency that players of (respectively) *Rocket League* and *Fortnite* can acquire during game play and/or purchase with real money, and which players use to acquire in-game enhancements such as “skins,” “emotes,” etc.

1.10 **“Defendant’s Counsel”** means attorneys Jeffrey S. Jacobson of Faegre Drinker Biddle & Reath LLP and Robert Van Arnam of Williams Mullen.

1.11 **“Effective Date”** means one business day following the later of: (i) the date upon which the time expires for filing or noticing any appeal of the Final Judgment; (ii) if there is an appeal or appeals, other than an appeal or appeals solely with respect to attorneys’ fees and reimbursement of expenses, the date of completion, in a manner that finally affirms and leaves in

place the Final Judgment without any material modification, of all proceedings arising out of the appeal(s) (including, but not limited to, the expiration of all deadlines for reconsideration or petitions for review and/or certiorari, all proceedings ordered on remand, and all proceedings arising out of any subsequent appeal(s) following decisions on remand); or (iii) the date of final dismissal of any appeal, or the final dismissal of any proceeding on certiorari, with respect to the Final Judgment.

1.12 **“Epic Games” or “Defendant”** means Epic Games, Inc., a Maryland corporation, including all subsidiaries and divisions thereof.

1.13 **“Fee Award”** means the amount of attorneys’ fees and reimbursement of costs to Class Counsel as awarded by the Court.

1.14 **“Final Approval Hearing”** means the hearing before the Court where the Parties will request that the Final Judgment be entered by the Court finally approving the Settlement as fair, reasonable and adequate, and approving the Fee Award and the incentive awards to the Class Representatives.

1.15 **“Final Judgment”** means the final judgment to be entered by the Court approving the class settlement of the Action in accordance with this Agreement after the Final Approval Hearing, the proposed version of which is attached hereto as Exhibit B.

1.16 **“Notice”** means the initial notice of this proposed Settlement Agreement and Final Approval Hearing, which is to be disseminated to the Settlement Class substantially in the manner set forth in this Agreement, that fulfills the requirements of Due Process and all relevant North Carolina rules and statutes, and is substantially in the form of Exhibits C-E attached hereto.

1.17 **“Notice Date”** means the date upon which the Notice has begun to be

disseminated to the Settlement Class, which shall be a date no later than thirty-five (35) days after entry of Preliminary Approval.

1.18 “**Objection/Exclusion Deadline**” means the period for Settlement Class Members to submit a request for exclusion or file an objection, which shall expire forty-five (45) days following the Notice Date, subject to Court approval. The Objection/Exclusion Deadline will be set forth in the Notice and on the Settlement Website.

1.19 “**Person**” means any individual, corporation, trust, partnership, limited liability company, or other legal entity and their respective predecessors, successors or assigns. The definition of “Person” is not intended to include any governmental agencies or governmental actors, including, without limitation, any state Attorney General’s Office.

1.20 “**Preliminary Approval**” means the Court’s Order preliminarily approving the class action settlement, certifying the Settlement Class for settlement purposes, and approving the form and manner of the Notice, the proposed version of which is attached hereto as Exhibit F.

1.21 “**Released Claims**” means any and all claims or causes of action of every kind and description (including any causes of action in law, claims in equity, complaints, suits or petitions) and any allegations of wrongdoing (including any assertions of liability, debts, legal duties, torts, unfair or deceptive practices, statutory violations, contracts, agreements, obligations, promises, promissory estoppel, detrimental reliance, or unjust enrichment) and any demands for legal, equitable or administrative relief (including any claims for injunction, rescission, reformation, restitution, disgorgement, constructive trust, compensatory damages, consequential damages, penalties, exemplary damages, punitive damages, attorneys’ fees, costs, interest, or expenses) that the Releasing Parties had or have (including assigned claims and “Unknown Claims” as defined herein) that have been or could have been asserted in the Action or in any other

action or proceeding before any court, arbitrator, tribunal or administrative body (including any state, local or federal regulatory body), regardless of whether the claims or causes of action are based on federal, state, or local law, statute, ordinance, regulation, contract, common law, or any other source, and regardless of whether they are known or unknown, foreseen or unforeseen, suspected or unsuspected, or fixed or contingent, that (1) were or could have been asserted in the Stipulated Complaint to be filed in the Action contemporaneously with the motion for Preliminary Approval of this Agreement, or (2) are based upon, arise out of, or reasonably relate to, the claims asserted in that Stipulated Complaint. This definition of Released Claims specifically extends to any allegation that, during the Class Period, any of the Released Parties committed a breach of contract; violated any state's consumer fraud or deceptive trade practice laws or any similar federal law; violated federal or any state's gaming laws; or committed any other tort or common-law violation in connection with the purchase or sale of virtual currency or any other in-game item, benefit, or enhancement related to the play of *Fortnite* or *Rocket League*.

1.22 “**Released Parties**” means Epic Games and all of its present and former, direct and indirect, subsidiaries, parents, affiliates, incorporated or unincorporated entities, divisions, groups, officers, directors, shareholders, partners, partnerships, joint ventures, employees, agents, servants, assignees, successors, insurers, indemnitees, attorneys, transferees, and/or representatives.

1.23 “**Releasing Parties**” means Plaintiffs and their respective present or past heirs, executors, estates, administrators, predecessors, successors, assigns, parents, subsidiaries, associates, affiliates, employers, employees, agents, consultants, independent contractors, insurers, directors, managing directors, officers, partners, principals, members, attorneys, accountants, financial and other advisors, investment bankers, underwriters, lenders, and any other

representatives of any of these Persons and entities.

1.24 “**Settlement Administration Expenses**” means the expenses incurred by the Settlement Administrator in or relating to administering the Settlement, providing Notice, and other such related expenses.

1.25 “**Settlement Administrator**” means a third-party administrator selected by the Parties and approved by Court. The Settlement Administrator will oversee the Notice and the processing of Claim Forms and payment of Approved Claims.

1.26 “**Settlement Class**” means all persons in the United States who, at any time between July 1, 2015, and the date of Preliminary Approval, had a *Fortnite* or *Rocket League* account that they used to play either game on any device and in any mode, and (a) exchanged in-game virtual currency for any in-game benefit, or (b) made a purchase of virtual currency or other in-game benefit for use within *Fortnite* or *Rocket League*. Excluded from the Settlement Class are: (1) the Judge presiding over the Action and members of his or her family; (2) the Defendant, its subsidiaries, parent companies, successors, predecessors, and any entity in which the Defendant or its parents have a controlling interest, and their present or former officers, directors, and employees; (3) Persons who properly execute and file a timely request for exclusion from the Settlement Class; (4) the legal representatives, successors or assigns of any such excluded Persons; and (5) Class Counsel and/or any member of Class Counsel’s firms and their families.

1.27 “**Settlement Class Member**” or “**Class Member**” means a Person who falls within the definition of the Settlement Class and who does not request exclusion from the Settlement Class in the manner set forth herein.

1.28 “**Settlement Funds**” means the monies identified in paragraph 2.3 as set forth herein.

1.29 “**Settlement Website**” means the website to be created, launched, and maintained by the Settlement Administrator and which allows for the electronic submission of Claim Forms and provides access to relevant case documents including the Notice, information about the submission of Claim Forms, and other relevant documents, including downloadable Claim Forms. The domain name of the Settlement Website shall be selected by the Parties and shall be “EpicLootBoxSettlement,” or a similar name, if available.

1.30 “**Unknown Claims**” means claims that could have been raised in the Action and that Plaintiffs, any member of the Settlement Class or any Releasing Party, do not know or suspect to exist, which, if known by him, her or it, might affect his, her or its agreement to release the Released Parties or the Released Claims or might affect his, her or its decision to agree, to object or not to object to the Settlement. Upon the Effective Date, Plaintiffs, the Settlement Class, and the Releasing Parties shall be deemed to have, and shall have, expressly waived and relinquished, to the fullest extent permitted by law, the provisions, rights and benefits of Section 1542 of the California Civil Code, which provides as follows:

A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS WHICH THE CREDITOR DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE, WHICH IF KNOWN BY HIM OR HER MUST HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR.

Upon the Effective Date, each of the Releasing Parties shall be deemed to have, and shall have, waived any and all provisions, rights and benefits conferred by any law of any state, the District of Columbia or territory of the United States, by federal law, or principle of common law, or the law of any jurisdiction outside of the United States, which is similar, comparable or equivalent to Section 1542 of the California Civil Code. Plaintiffs, the Settlement Class, and the Releasing Parties acknowledge that they may discover facts in addition to or different from those that they

now know or believe to be true with respect to the subject matter of the Release, but that it is their intention to finally and forever settle and release the Released Claims, notwithstanding any Unknown Claims they may have, as that term is defined in this Section.

1.31 **“Valid Claimant”** means a Settlement Class Member who submits a Valid Claim Form.

2. SETTLEMENT RELIEF

2.1 Distribution of Virtual Currency

a. Promptly after execution of this Agreement, Epic Games will identify all *Fortnite* accounts in which Settlement Class Members exchanged V-Bucks to acquire at least one “Loot Llama,” the contents of which were not known to the player prior to the exchange of V-Bucks for that Loot Llama, and all *Rocket League* accounts in which Settlement Class Members exchanged Credits for at least one “Crate,” the contents of which were not known to the player prior to the exchange of Credits for that Crate. At present, Epic Games estimates the number of *Fortnite* accounts fitting this description to exceed 7.6 million and the number of *Rocket League* accounts fitting this description to exceed 4.6 million. An account identified through this process will be referred to herein as a “Loot Box Account.” Within fourteen (14) days after the date of Preliminary Approval, Epic Games will confirm and communicate to the Class Counsel the total number of Loot Box Accounts for each game.

b. Within ninety (90) days after the date of Preliminary Approval, Epic Games shall cause 1,000 (One Thousand) V-Bucks to be added to each *Fortnite* Loot Box Account and 1,000 (One Thousand) Credits to be added to each *Rocket League* Loot Box Account. These benefits will be automatically provided to Settlement Class Members who held Loot Box Accounts with Epic Games, without the need to submit any Claim Form, regardless of whether the

Settlement becomes Final, and shall not be retracted in the event the Settlement does not become Final and without regard to whether a Settlement Class Member who receives this benefit opts out of the Settlement Class.

c. It is understood among the Parties that, as reflected in the End User License Agreements governing players' use of the *Fortnite* and *Rocket League* software, V-Bucks and Credits in a player's account are not currency and are not redeemable for money or monetary value from Epic Games or any other Person. V-Bucks and Credits do not have an equivalent value in real currency and do not act as a substitute for real currency. Neither Epic Games nor any other Person has any obligation to exchange V-Bucks or Credits for anything of value, including, but not limited to, real currency. Epic Games may engage in actions that may impact the perceived value or purchase price of V-Bucks or Credits at any time. Presently, for illustrative purposes only, a card or code that causes 1,000 V-Bucks to be added to a *Fortnite* account is sold for \$7.99, and a card or code that causes 1,000 Credits into to be added to a *Rocket League* account is sold for \$9.98.

d. Epic Games will notify Class Counsel when the additions of V-Bucks and Credits into all Loot Box Accounts has been completed, including details on the total number of Fortnite accounts credited, total number of Rocket League accounts credited, total V-Bucks credited and total Credits credited.

2.2 Establishment of Settlement Funds

a. Settlement Class Members who made in-game purchases, and who contend that any aspect of these purchases gives rise to a claim of consumer fraud, breach of contract, or other legal claim for damages regarding those purchases, will be able to submit Claim Forms for additional compensation. The Settlement Administrator will create an electronic form that

Settlement Class Members can complete online, and Settlement Class Members who prefer to complete a paper Claim Form may print one out from the Settlement Website or request that the Settlement Administrator send a paper Claim Form by mail. Completed paper Claim Forms can be returned to the Settlement Administrator by electronic mail or U.S. Mail. Settlement Class Members who complete paper Claim Forms will be responsible for ensuring that the Settlement Administrator receives their completed forms and neither the Settlement Administrator nor the Parties shall have any responsibility or liability in this regard.

b. A Settlement Class Member wishing to submit a Claim Form for additional compensation must provide the Settlement Administrator with sufficient information to allow Epic Games to verify his or her purchases. The required information will include the Settlement Class Member's name, address, the email address associated with the *Fortnite* or *Rocket League* account (to which the Settlement Class Member must have present access), and *Fortnite* or *Rocket League* account number(s). Settlement Class Members who cannot provide their *Fortnite* or *Rocket League* account information must provide proof of the purchases at issue, such as an emailed receipt, a credit card receipt, or screen shot(s) of the purchase(s) from the Settlement Class Member's account's purchase history showing the Settlement Class Member's purchase and account information. This will be explained clearly in the Claim Form.

c. Settlement Class Members submitting these Claim Forms must provide on the Claim Form a short description or explanation of how they have been harmed or damaged by virtue of their purchases and why they believe they are entitled to compensation. A Claim Form will not be rejected for failure to include a sufficient description to allow the Settlement Administrator to evaluate the Claim, but the Settlement Administrator may request additional information as needed to evaluate the Claim, and the Settlement Administrator may reject the

Claim Form if the Settlement Class Member does not respond to the request by the reasonable time or in the reasonable manner specified by the Settlement Administrator. Settlement Class Members may, but will not be required to, submit documentation as part of their Claims.

d. A Settlement Class Member may file only *one* (1) Claim Form respecting *Fortnite* play and *one* (1) Claim Form respecting *Rocket League* play, regardless of the number of separate *Fortnite* and *Rocket League* accounts that Settlement Class Member opened.

e. The Settlement Class Member will be able to elect whether to receive a cash benefit, or, in the alternative, a credit of V-Bucks or Credits, if the Settlement Administrator determines after reviewing the Claim Form that conferring the requested benefit is appropriate. If the Settlement Class Member requests a benefit in the form of V-Bucks or Credits, and the Settlement Administrator approves that requested benefit, those V-Bucks or Credits will be added to the Settlement Class Member's specified *Fortnite* or *Rocket League* account.

f. The Settlement Administrator shall have discretion to carry out the intent of this Agreement and will be the sole arbiter of whether the consumer fraud, breach of contract, or other claim described (and, if applicable, documented) by the Settlement Class Member should result in the provision of a benefit. The Settlement Administrator may request information from Epic Games as needed to evaluate a Claim, and if Epic Games does not respond to the Settlement Administrator by the reasonable time or in the reasonable manner specified by the Settlement Administrator, the Settlement Administrator may provide the requested benefit if the Settlement Administrator believes it reasonable to do so even in the absence of information from Epic Games.

g. If a Settlement Class Member requests a cash payment, and the Settlement Class Member's claim does not exceed Twenty-Five Dollars (\$25.00), the Settlement Administrator may award the Valid Claimant the entire amount of the claim in cash. If the claim

exceeds Twenty-Five Dollars (\$25.00), the Settlement Administrator may award Twenty-Five Dollars (\$25.00), plus fifty percent (50%) of the amount by which the claim exceeds Twenty-Five Dollars (\$25.00), up to a maximum of Fifty Dollars (\$50). In other words, if a Settlement Class Member submits a Valid Claim Form for Forty Dollars (\$40.00) in asserted damages, the Settlement Administrator may award up to Thirty-Two Dollars and Fifty Cents (\$32.50)—that amount being \$25.00 plus half the amount by which the claim exceeded \$25.00.

h. If a Settlement Class Member would like to choose a V-Bucks or Credit benefit, and if the Settlement Class Member's claim does not exceed the amount for which Epic Games sells codes that can be used to add 13,500 V-Bucks or 13,000 Credits, the Settlement Administrator may provide a V-Bucks or Credit benefit proportionate to the full amount claimed. For illustrative purposes only, as of the date of execution of this Agreement, Epic Games sells 13,500 V-Bucks for \$79.99 and 13,000 Credits for \$99.98. Thus, if a claimant seeking a V-Bucks benefit submits a claim involving Eighty Dollars (\$80.00) in purchases, and Epic Games sells a code for 13,500 V-Bucks for \$79.99, then the Settlement Administrator may award the claimant up to 13,500 V-Bucks. The Settlement Administrator must award V-Bucks or Credits in quantities that Epic Games customarily sells them (for V-Bucks, currently 1,000, 2,800, 6,500, and 13,500; for Credits, currently 500, 1,100, 3000, and 6500), but may mix these denominations, such as by awarding 3,800 V-Bucks to satisfy a claim for purchases totaling the price at which Epic Games sells one 1,000 V-Bucks Code plus one 2,800 V-Bucks code. If doing so would cause the Settlement Class Member to receive additional V-Bucks or Credits, the Settlement Administrator shall round up the Settlement Class Member's Claim by up to fifty cents (\$0.50) in determining the quantity of V-Bucks or Credits to provide as a benefit.

i. Subject to the parameters and maximum awards specified above in sub-

paragraphs (g)-(h), and to the cap on all payments specified below in Section 2.4, the actual amount of cash, V-Bucks, or Credits to be awarded to any Settlement Class Member will be at the discretion of the Settlement Administrator after evaluating the Claim Form. The Settlement Administrator will advise Class Counsel and Defendant's Counsel of its initial decisions, and Class Counsel and Defendant's Counsel may, but shall not be required to, communicate with the Settlement Administrator and request a change in the Settlement Administrator's determination. The Settlement Administrator may take such requests into account, but its ultimate decision as to the amount to be awarded to Settlement Class Members on each Claim will be final.

2.3 Claims By Minors Seeking to Disaffirm Contracts.

a. Settlement Class Members who were legal minors as determined by their state of residency at the time they purchased V-Bucks or Credits from Epic Games or a third party, or made other real money purchases from Epic Games in connection with their play of *Fortnite* or *Rocket League*, who made these real money purchases with their own money, did so without permission from a parent or guardian, and wish to obtain refunds for those real money purchases pursuant to an asserted statutory right of contractual disaffirmation, may receive awards for one-third of their total purchase amounts at issue or Fifty Dollars (\$50), whichever is less.

b. Contractual disaffirmation, as a matter of law, must be total. For this reason, Settlement Class Members who elect to assert contractual disaffirmation rights must agree to the closure, upon the Effective Date, of all of their Epic Games accounts that were opened while a minor. Thereafter, a minor Settlement Class Member's parent or guardian may open a new account and permit the minor Settlement Class Member to play in that account, but the minor himself or herself, following disaffirmation, may not open any Epic Games account until he or she reaches the age of majority. An adult Settlement Class Member asserting contractual disaffirmation must

agree to the closure of any Epic Games account opened while he or she or was a minor, but thereafter may open a new account himself or herself.

c. Settlement Class Members claiming this disaffirmation benefit must provide to the Settlement Administrator (i) all information for the Settlement Class Member's *Fortnite* and/or *Rocket League* account(s) opened while a minor, in order to facilitate the closure of those accounts; (ii) an attestation that the charges at issue were made while the Settlement Class Member was a minor, with his/her own money, and without parental permission; and (iii) if the purchase was not made from Epic Games, or the Settlement Class Member cannot provide the *Fortnite* or *Rocket League* account information from which a purchase from Epic Games was made, proof of purchase.

d. A claim for a disaffirmation benefit made by a Settlement Class Member who is a minor must be made by his or her parent or guardian. The Claim Form will include fields allowing the Settlement Class Member or their parent or guardian to provide the necessary attestations and to upload proof of purchase.

2.4 Settlement Funds Cap. Apart from the compensation defined in Section 2.1, the total sum of all payments made by Defendant to Plaintiffs and the Settlement Class for all Approved Claims, plus the costs of notice and administration of the Settlement and the Fee Award and Incentive Payments to Plaintiffs and Plaintiffs' Counsel, shall not exceed Twenty-Six Million Five-Hundred Thousand Dollars (\$26,500,000.00). For purposes of calculating this overall cap amount, in-game additions of V-Bucks and Credits will be valued at the cost at which Epic Games sold that amount of virtual currency as of the date of Preliminary Approval. In other words, if Epic Games sold 1,000 V-Bucks for \$7.99 as of the date of Preliminary Approval, then an award of 2,000 V-Bucks will count as \$15.98 toward the overall cap. If the total amount of cash, plus

the cap value of the total amount of V-Bucks and Credits, when added to the Fee Award and Incentive Payments awarded by the Court, would exceed Twenty-Six Million Five-Hundred Thousand Dollars (\$26,500,000.00), then all awards to Valid Claimants will be reduced *pro rata*. Each cash award will be reduced *pro rata* to the nearest cent; each V-Bucks or Credits awards will be reduced *pro rata* to the highest total that can be reached by combining available denominations of V-Bucks or Credits, with the total reduced amount of paid-out benefits not exceeding Twenty-Six Million Five-Hundred Thousand Dollars (\$26,500,000.00). All Approved Claims made pursuant to Sections 2.2 and 2.3 above will be paid promptly following the Effective Date.

2.5 Claims Processing and Payments.

a. Claim Forms must be submitted by legal adults who attest on the Claim Form to being legal adults.

b. The Settlement Administrator will provide Settlement Class Members the option of receiving claimed cash benefits by check or by direct deposit into such Settlement Class Member's bank or PayPal account if the Settlement Class Member elects to furnish the Settlement Administrator with the necessary information to do so. The Settlement Administrator, to the extent practicable, shall encourage Settlement Class Members to elect the least-expensive means of distributing cash benefits to Settlement Class Members. The Parties shall have no responsibility or liability in connection with the provision of cash benefits by the Settlement Administrator.

c. For Settlement Class Members who elect to receive their benefits by check, the checks will state on their face that they must be cashed or deposited within ninety (90) days of the date printed on the check, after which the checks will become void and shall not be reissued. The amount of any uncashed checks after the expiration date, less any funds necessary for settlement administration, will be distributed to a *cy pres* recipient(s) – selected by the Parties and

approved by the Court – which, to the extent accepted by the Court, will be a non-profit organization promoting online literacy for, or the general welfare of, teenagers, which organization cannot be affiliated with Defendant or its board members.

d. The Settlement Administrator shall take commercially reasonable measures to assert and protect the privacy rights of Settlement Class Members, including by maintaining the confidentiality and security of and preventing the unauthorized access or acquisition of any financial or personal information submitted in connection with any claim for benefits pursuant to this Agreement. The Parties shall have no responsibility or liability in connection with the Settlement Administrator's protection of Settlement Class Members' information.

e. It is the intention of the Parties that at least the Settlement Administrator's initial award determinations will have been completed prior to the Final Approval Hearing. The Settlement Administrator shall provide its initial award determinations to Class Counsel and Defendant's Counsel on a rolling basis and shall complete all of its initial determinations as soon as practicable after the Claims Deadline. Unless and until the amount of Approved Claims would cause a *pro rata* reduction of claims pursuant to Paragraph 2.4, Defendant will not recommend to the Settlement Administrator the denial or reduction of any claim that the Settlement Administrator has initially determined to approve. Both Class Counsel and Defendant's Counsel can provide comments to the Settlement Administrator seeking the reversal of a rejection or the upward adjustment of any Valid Claim. If the amount of Approved Claims would cause a *pro rata* reduction of claims pursuant to Paragraph 2.4, Defendant may recommend the denial or reduction of certain claims in order to minimize the *pro rata* reduction of other claims. In all cases, however, the Settlement Administrator's ultimate determination shall be final.

f. Awards will be distributed as soon as practicable after the Effective Date

or, if the Settlement Administrator has not made its final award determinations by the Effective Date, as soon as practicable after the Settlement Administrator has made its final award determinations. Defendant shall not be in breach of this Agreement provided it uses commercially reasonable efforts to deposit V-Bucks and Credit awards into Settlement Class Members' *Fortnite* and *Rocket League* accounts as quickly as practicable after the later of the Effective Date or the date on which the Settlement Administrator has advised the Parties of its final award determinations.

2.6 **Maintenance of Records.** The Settlement Administrator shall maintain reasonably detailed records of its activities under this Agreement. The Settlement Administrator shall maintain all such records as required by applicable law in accordance with its business practices and make such records available to Class Counsel and Defendant's Counsel upon request. The Settlement Administrator shall also provide reports and other information to the Court as the Court may require.

2.7 **Payment Information Submission.** Defendant has never accepted cash as a method of payment for in-game purchases. Beginning in or about April 2020, Defendant has required any person entering a method of payment (*i.e.*, a credit card or debit card number or PayPal account information) into a *Fortnite* account for the purpose of making an in-game purchase to (a) confirm that the person entering the information is the person in whose name the credit or debit card or PayPal account was established, (b) confirm that the person entering the information is an adult, and (c) accept the *Fortnite* End User License Agreement. As a result, only adults are permitted to enter payment information. If a *Fortnite* account already had a method of payment stored in it prior to the implementation of this policy, Defendant required these confirmations upon the account holder's next attempt to make a purchase using that stored

payment method. This change has precluded minors from making *Fortnite*-related purchases from Defendant with their own money and without parental permission.

2.8 **Opinion of Class Counsel.** Class Counsel have analyzed the benefits to be obtained under the terms of this Settlement and have considered the costs, risks, and delays associated with the continued prosecution of the Action and likely appeals, as well as the merits of the defenses asserted by Defendant, the possibility that the Court may enforce against Plaintiffs or Settlement Class Members agreements to arbitrate disputes on an individual basis, and the issues associated with satisfying applicable rules governing class certification and thereby obtaining and sustaining class certification in the Action. Class Counsel believe that, in consideration of all of the circumstances and after good faith, serious, and contentious arms-length negotiations in mediation with Defendant, the proposed Settlement is fair, reasonable, adequate, and in the best interests of the Settlement Class. In making these statements, Class Counsel are not making any admission of fact or law in regard to liability, fault allocation, or damages with respect to the Action.

2.9 **Opinion of Defendant.** Defendant has concluded that it is in the best interests of Defendant that the Action be settled on the terms embodied in this Agreement. Defendant reached that conclusion after (a) analyzing the factual and legal issues in the Action and considering the uncertainty of litigation; (b) determining that further conduct of the Action through trial and any possible appeals would be protracted and expensive; and (c) considering the benefits of permitting Defendant to conduct its business unhampered by the distractions of continued litigation.

3. RELEASE

3.1 Upon the Effective Date, and in consideration of the Settlement relief described herein, all Releasing Parties, and all Settlement Class Members who have not validly opted out of the Settlement Class pursuant to Section 4.5, and had that exclusion recognized by the Court, shall be deemed to have released, and by operation of the Final Judgment shall have, subject to the condition below, fully, finally, and forever, released, relinquished and discharged all Released Claims against each and every one of the Released Parties.

4. NOTICE TO THE CLASS

4.1 **Form of Notice.** The forms of Notice shall include:

a. Direct Notice. Defendant shall provide the Settlement Administrator with a list of all valid email addresses it has on file belonging to Persons in the Settlement Class. As directed by the Court, the Settlement Administrator will send the Notice by email to those Persons.

b. Online Media Campaign. The Settlement Administrator will design and implement a targeted online media campaign to provide notice to members of the Settlement Class. Such ads shall, subject to the approval of the Court, be substantially in the form of Exhibit E attached hereto. The Settlement Administrator may consult with the Parties regarding this process.

d. Settlement Website. The Settlement Administrator shall create the Settlement Website, with the domain name “EpicLootBoxSettlement.com,” if available, or a similar name, as agreed to by the Parties, and launch the Settlement Website before the Notice Date. The Settlement Website shall contain information regarding how to submit Claim Forms (including submitting Claims Forms electronically through the Settlement Website) and relevant documents, including but not limited to a copy of the Notice, the Claim Form, this Agreement, the preliminary approval order entered by the Court, and the operative complaint in the Action.

4.2 **Reach of Notice.** The above-described initial notice program is calculated to reach a substantial percentage of the Settlement Class in a cost-effective manner and to satisfy all Due Process considerations.

4.3 **Content of Notice.** The Notice shall advise the Settlement Class Members of their rights under the Settlement, including the right to be excluded from or object to the Settlement Agreement or its terms, and of the claims that they will release pursuant to this Agreement if they do not exclude themselves. The Notice shall specify that any objection to this Settlement Agreement, and any papers submitted in support of said objection, shall be considered by the Court at the Final Approval Hearing, only if, on or before the Objection/Exclusion Deadline approved by the Court and specified in the Notice, the Person making an objection shall have filed notice of his or her intention to do so and at the same time (a) filed copies of such papers he or she proposes to submit at the Final Approval Hearing with the Clerk of the Court, and (b) sent copies of such papers via mail, hand, or overnight delivery service to Class Counsel and Defendant's Counsel.

4.4 **Right to Object or Comment.** Any Settlement Class Member who intends to intervene and object to this Settlement Agreement must present the objection in writing, which must be personally signed by the objector and must include: (i) the Person's full name and current address, (ii) the Person's *Fortnite* or *Rocket League* account number(s), (iii) a statement that he or she believes himself or herself to be a Person in the Settlement Class, (iv) the specific grounds for the objection, (v) all documents or writings that the Person desires the Court to consider, (vi) the name and contact information of any and all attorneys representing, advising, or in any way assisting the Person in connection with the preparation or submission of the objection or who may profit from the pursuit of the objection; (vii) the identification of any other objections he/she has

filed, or has had filed on his/her behalf, in any other class action cases in the last four years; and (viii) a statement indicating whether the Person intends to appear at the Final Approval Hearing (either personally or through counsel, who must file an appearance or seek *pro hac vice* admission). All written objections must be filed and postmarked no later than the Objection/Exclusion Deadline. Any Settlement Class Member who fails to timely file a written objection with the Court and notice of his or her intent to appear at the Final Approval Hearing in accordance with the terms of this Section and as detailed in the Notice, and at the same time provide copies to designated counsel for the Parties, shall not be permitted to object to this Settlement Agreement at the Final Approval Hearing, and shall be foreclosed from seeking any review of this Settlement Agreement by appeal or other means, and shall be deemed to have waived his or her objections and be forever barred from making any such objections in the Action or any other action or proceeding.

4.5 Right to Request Exclusion. Any Person in the Settlement Class may submit a request for exclusion from the Settlement on or before the Objection/Exclusion Deadline. To be valid, any request for exclusion must (i) be in writing; (ii) identify the case name *Zanca v. Epic Games, Inc.*, and the case number; (iii) state the name, address and telephone of the Person in the Settlement Class seeking exclusion; (iv) be physically signed by the Person(s) seeking exclusion; and (v) be postmarked or received by the Settlement Administrator on or before the Objection/Exclusion Deadline. Each request for exclusion must also contain a statement to the effect that “I hereby request to be excluded from the proposed Settlement Class in *Zanca v. Epic Games, Inc.*” A request for exclusion that does not include all of the foregoing information, that is sent to an address other than that designated in the Notice, or that is not postmarked within the time specified, shall be invalid and the Persons serving such a request shall be deemed to remain Settlement Class Members and shall be bound as Settlement Class Members by this Settlement

Agreement, if approved. Any Person who elects to request exclusion from the Settlement Class shall not (i) be bound by any orders or Final Judgment entered in the Action, (ii) be entitled to relief under this Agreement, (iii) gain any rights by virtue of this Agreement, or (iv) be entitled to object to any aspect of this Agreement. No Person may be excluded from the Settlement Class through “mass” or “class” opt-outs or by means of a request sent by someone other than that Person.

5. PRELIMINARY APPROVAL ORDER AND FINAL APPROVAL ORDER

5.1 **Preliminary Approval Order.** Promptly after execution of this Agreement, Class Counsel shall submit this Agreement to the Court and shall move the Court to enter a preliminary approval order, which shall include, among other provisions, a request that the Court:

- a. Appoint Plaintiffs as the Class Representatives of the Settlement Class;
- b. Appoint Class Counsel to represent the Settlement Class;
- c. Certify the Settlement Class under G.S. 1A-1, Rule 23, for settlement purposes only;
- d. Preliminarily approve this Agreement for purposes of disseminating Notice to the Settlement Class;
- e. Approve the form and contents of the Notice and the method of its dissemination to members of the Settlement Class, and find that the Notice constitutes the best notice practicable under the circumstances and constitutes valid, due, and sufficient notice to all members of the Settlement Class;
- f. Schedule a Final Approval Hearing to review comments and/or objections regarding this Agreement, to consider its fairness, reasonableness and adequacy, to consider the

application for a Fee Award and incentive awards to the Class Representatives, and to consider whether the Court shall issue a Final Judgment approving this Agreement, granting Class Counsel's application for the Fee Award and the incentive awards to the Class Representatives, and dismissing the Action with prejudice, which hearing date may be continued or adjourned by order of the Court without further notice to Settlement Class Members who have not timely submitted objections; and

g. To preserve the *status quo* pending the Court's determination of whether to grant final approval of the Settlement, enjoin all Settlement Class Members from commencing, continuing, or taking any action in any judicial proceeding in any state or federal court or any other judicial or arbitral forum against the Released Parties with respect to any of the Released Claims, except that any Persons may move the Court at any time for an Order that they have "opted out" pursuant to this Agreement so that they may proceed on an individual basis with their own individual litigation, such injunction to terminate at the time the Court determines whether to grant final approval of the Settlement.

5.2 **Final Approval Order.** By a date to be set by the Court upon Preliminary Approval, Class Counsel shall move the Court for entry of a Final Judgment, which shall include, among other provisions, a request that the Court:

a. find that it has personal jurisdiction over all Settlement Class Members and subject matter jurisdiction to approve this Settlement Agreement, including all attached Exhibits;

b. approve the Settlement Agreement and the proposed settlement as fair, reasonable and adequate as to, and in the best interests of, the Settlement Class Members; direct the Parties and their counsel to implement and consummate the Settlement Agreement according to its terms and conditions; and declare the Settlement Agreement to be binding on, and have *res*

judicata and preclusive effect in, all pending and future lawsuits or other proceedings maintained by or on behalf of Plaintiffs and all other Settlement Class Members and Releasing Parties;

c. find that the Notice implemented pursuant to the Settlement Agreement (1) constituted the best practicable notice under the circumstances, (2) constituted notice that was reasonably calculated, under the circumstances, to apprise Settlement Class Members of the pendency of the Action and their rights to object to or exclude themselves from this Settlement Agreement and to appear at the Final Approval Hearing, (3) was reasonable and constituted due, adequate and sufficient notice to all persons entitled to receive notice, and (4) fulfilled the requirements of Due Process and applicable North Carolina rules and statutes;

d. find that the Class Representatives and Class Counsel have adequately represented the Settlement Class for purposes of entering into and implementing the Agreement;

e. dismiss the Action on the merits and with prejudice, without fees or costs to any party except as provided in this Settlement Agreement;

f. incorporate the Release set forth in Sections 1.21, 1.22, 1.23, and 3.1, make the Release effective as of the Effective Date, and forever discharge the Released Parties from the Released Claims;

g. permanently bar and enjoin all Settlement Class Members who have not been properly excluded from the Settlement Class from filing, commencing, prosecuting, intervening in, or participating (as class members or otherwise) in, any lawsuit or other action in any jurisdiction based on the Released Claims;

h. authorize the Parties, without need of further approval from the Court, to agree to and adopt such amendments, modifications and expansions of the Settlement Agreement and its implementing documents (including all Exhibits to this Agreement) that (*i*) shall be

consistent in all material respects with the Final Judgment, and (ii) do not limit the rights of Settlement Class Members;

i. without affecting the finality of the Final Judgment for purposes of appeal, retain jurisdiction as to all matters relating to administration, consummation, enforcement and interpretation of the Agreement and the Final Judgment, and for any other necessary purpose; and

j. incorporate any other provisions, consistent with the material terms of this Agreement, as the Court deems necessary and just.

5.3 **Cooperation.** The Parties shall, in good faith, cooperate, assist and undertake all reasonable actions and steps in order to accomplish these required events on the schedule set by the Court, subject to the terms of this Agreement.

6. FEE AWARD AND INCENTIVE AWARDS

6.1. **Incentive Awards.** In addition to any settlement payments they may claim pursuant to this Agreement, in recognition of their efforts on behalf of the Settlement Class, Defendant agrees, subject to Court approval, that the Class Representatives shall be entitled to incentive awards not to exceed a combined total of Seventy-Five Thousand Dollars (\$75,000), payable promptly after the Effective Date.

6.2. **Fee Award.**

a. The amount of the Fee Award shall be determined by the Court based on a petition from Class Counsel, which shall be filed with the Court at least fourteen (14) days prior to the Objection/Exclusion Deadline. Class Counsel have agreed, with no consideration from Defendant, to limit their fee request to no more than Eleven Million Three Hundred Thousand Dollars (\$11,300,000.00), inclusive of costs and expenses.

b. Defendant will pay the Fee Award, in the amount determined by the Court,

within ten (10) calendar days following the Effective Date. Payment of the Fee Award shall be made via wire transfer to accounts designated by Class Counsel after providing necessary information for electronic transfer and appropriate tax documentation.

c. Notwithstanding any contrary provision of this Agreement, the Court's consideration of the Fee Award is to be conducted separately from the Court's consideration of the fairness, reasonableness, and adequacy of the Settlement Agreement, and any award made by the Court with respect to Class Counsel's attorneys' fees or expenses, or any proceedings incident thereto, including any appeal thereof, shall not operate to terminate or cancel this Agreement or be deemed material thereto.

7. REPRESENTATIONS AND WARRANTIES

7.1. Each signatory to this Agreement represents and warrants (i) that he, she, or it has all requisite power and authority to execute, deliver and perform this Agreement and to consummate the transactions contemplated herein, (ii) that the execution, delivery and performance of this Agreement and the consummation by it of the actions contemplated herein have been duly authorized by all necessary corporate action on the part of each signatory, and (iii) that this Agreement has been duly and validly executed and delivered by each signatory and constitutes her or its legal, valid and binding obligation.

8. NO ADMISSION OF WRONGDOING

8.1. This Agreement, whether or not consummated, and any negotiations, proceedings or agreements relating to this Agreement, and any matters arising in connection with settlement negotiations, proceedings, or agreements:

a. Shall not be admissible in any action or proceeding for any reason, other than an action to enforce the terms hereof;

b. Shall not be admissible in connection with a motion to certify a litigation class in this or any other lawsuit;

c. Shall not be described as, construed as, offered or received against Defendant or the Released Parties as evidence of and/or deemed to be evidence of any presumption, concession, or admission by Defendant any Released Party of the truth of any fact alleged by any Plaintiff; the validity of any claim that has been or could have been asserted in the Action or in any litigation; the deficiency of any defense that has been or could have been asserted in the Action or in any litigation; or any liability, negligence, fault, or wrongdoing of any of the Released Parties; and

d. Shall not be described as or construed against the Released Parties, Plaintiffs, or any Settlement Class Members as an admission or concession that the consideration to be given hereunder represents the amount which could be or would have been awarded to said Plaintiffs or the members of the Settlement Class after trial.

e. Defendant enters into this Agreement without in any way acknowledging any fault, liability, or wrongdoing of any kind. Defendant continues to deny all of the material allegations of the Complaint in the Action and the allegations of all other lawsuits the claims of which will or may be considered Released Claims.

9. CONDITIONS OF SETTLEMENT, EFFECT OF DISAPPROVAL, CANCELLATION, OR TERMINATION

9.1 If (a) the Court refuses to grant Preliminary Approval to this Agreement in any material respect, (b) the Court refuses to enter the Final Judgment in any material respect, or (c) the Final Judgment is modified or reversed in any material respect by any appellate or other court, each Party has the right to terminate this Agreement. Notwithstanding anything in this Agreement, the Parties agree that the Court's failure to approve, in whole or in part, the Fee Award

or incentive awards to the Plaintiffs sought by Class Counsel shall not prevent the Agreement from becoming effective, nor shall it be grounds for termination. To exercise the right of termination, Class Counsel or Defendant's Counsel must provide written notice of termination ("Termination Notice") to the other Party within fourteen (14) calendar days of the event giving rise to the termination right. Regardless of the circumstances of termination, Defendant shall not be entitled to recoup any money previously spent on Notice or Settlement Administration Expenses.

9.2 If this Agreement is terminated or fails to become effective for any reason, the Parties and the Settlement Class Members shall be restored to their respective positions in the Action as of the date of the signing of this Agreement. In such event, any Final Judgment or other order, including but not limited to certifying any class for settlement purposes, entered by the Court in accordance with the terms of this Agreement shall be treated as vacated, *nunc pro tunc*, and the Parties and the Settlement Class Members shall be returned to the *status quo ante* with respect to the Action as if they had never entered into this Agreement.

10. PUBLIC COMMUNICATIONS

10.1 **Initial Press Release.** Class Counsel and Defendant shall agree on a press release to be issued on the date and at the time that the motion for Preliminary Approval is filed with the Court. Neither Class Counsel nor Defendant may thereafter make any statements regarding the Settlement that characterize the value of the settlement differently from what is reflected in this Agreement or the motion for Preliminary Approval or that are inconsistent with this Agreement or the statements in the Press Release in any other respect, or that disparage the other.

10.2 **References to Virtual Currency.** As reflected in Section 2.1(c), V-Bucks and Credits have no cash value and are not redeemable for money or monetary value from

Defendant or any other Person. Neither in communications to the Court nor in any other public communication may any Party refer to virtual currency as having cash value or being a cash equivalent, imply that virtual currency has such value, or make any statement that is in any way inconsistent with the provisions of Section 2.1(c).

11. MISCELLANEOUS PROVISIONS

11.1 **Entire Agreement.** This Agreement, including all exhibits hereto, shall constitute the entire Agreement among the Parties with regard to the subject matter hereof and shall supersede any previous agreements, representations, communications and understandings among the Parties, including, without limitation, the Memorandum of Understanding executed following the Parties' successful settlement mediation. This Agreement may not be changed, modified, or amended except in writing signed by all Parties, subject to Court approval. The Parties contemplate that, subject to Court approval or without such approval where legally permissible, the exhibits to this Agreement may be modified by subsequent Agreement of counsel for the Parties prior to dissemination of the Notice to the Settlement Class.

11.2 **Governing Law.** This Agreement shall be construed under and governed by the laws of the State of North Carolina, applied without regard to laws applicable to choice of law.

11.3 **Execution by Counterparts.** This Agreement may be executed by the Parties in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. Facsimile signatures, electronic signatures, or signatures sent via e-mail shall be treated as original signatures and shall be binding.

11.4 **Jurisdiction of the Court.** The Parties agree that the Court shall retain exclusive and continuing jurisdiction over the Action, the Parties, the Settlement Class Members,

and the Settlement Administrator to the extent of interpreting and enforcing the terms, conditions, and obligations of this Agreement.

11.5 **Notices.** Any notice, instruction, application for Court approval or application for Court orders sought in connection with this Agreement or other document to be given by any Party to any other Party shall be in writing and delivered personally or sent by registered or certified mail, postage prepaid, if to Defendant to the attention of Defendant's Counsel, or if to Plaintiffs or the Settlement Class to Class Counsel, or to other recipients as the Court may specify. All notices to the Parties or counsel required by this Agreement, except requests for exclusion and objections, shall be made in writing and communicated by mail and e-mail to the following addresses:

If to Class Counsel:

Daniel K. Bryson
dbryson@whitfieldbryson.com
EpicLootBoxSettlement@whitfieldbryson.com
WHITFIELD BRYSON, LLP
900 West Morgan Street
Raleigh, North Carolina 27605

If to Defendant's Counsel:

Jeffrey S. Jacobson
Jeffrey.Jacobson@faegredrinker.com
Faegre Drinker Biddle & Reath LLP
1177 Avenue of the Americas
New York, New York 10036

11.6 **Binding Effect.** This Agreement shall be binding upon and inure to the benefit of the heirs, successors, assigns, executors and legal representatives of each of the Parties hereto.

11.7 **Construction.** For the purpose of construing or interpreting this Agreement, the Parties agree that this Agreement is to be deemed to have been drafted equally by all Parties hereto and shall not be construed strictly for or against any Party.

11.8 **Severability.** The waiver or breach by one Party of any provision of this Agreement shall not be deemed a waiver or breach of any other provision of this Agreement.

11.9 **Integration of Exhibits.** The exhibits to this Agreement are an integral and material part of the Settlement and are hereby incorporated and made a part of the Agreement.

11.10 **Recitals.** The recitals contained in this Agreement are incorporated into this Agreement and are made a part hereof.

11.11 **Headings.** The headings contained in this Agreement are for reference purposes only and shall not affect in any way the meaning or interpretation of this Agreement.

11.12 **Exclusive Remedy.** This Agreement shall be the sole and exclusive remedy of Settlement Class Members against any of the Released Parties relating to any and all Released Claims. None of the Released Parties shall be subject to liability or expense of any kind to any Settlement Class Member who has not timely filed a valid request for exclusion with respect to any Released Claim. Upon the entry of the Final Judgment, each and every Settlement Class Member shall be permanently barred and enjoined from initiating, asserting and/or prosecuting any Released Claim(s) against any of the Released Parties in any court, arbitration, tribunal, forum or proceeding, subject to Section 3.1.

11.13 **Good Faith.** The Parties will not act in any direct or indirect way to undercut and/or avoid the purpose of the Agreement.

IN WITNESS WHEREOF, each of the Parties hereto has caused this Agreement to be executed on its behalf by its duly authorized counsel of record, all as of the day set forth below.

Dated: 1/8/2021

BEAU ZANCA

By (signature): _____

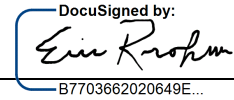
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Dated: 1/8/2021

ERIC KROHM

By (signature): _____



Name (printed): Eric Krohm

Dated: _____

CHRIS JONES

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SEAN KINNEY

By (signature): _____

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DAVID MINCES

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CHAD MOYER

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WHITFIELD BRYSON LLP

By (signature): _____

Name (printed): _____

Its (title): _____

ERIC KROHM

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CHRIS JONES

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SEAN KINNEY

Dated: 1/7/2021

By (signature):  _____

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DAVID MINCES

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Its (title): _____

MCGUIRE LAW PC

Dated: _____

By (signature): _____

Name (printed): _____

Its (title): _____

DEVLIN LAW FIRM LLC

Dated: 01/08/2021

By (signature): *Deepali Brahmbhatt*

Name (printed): Deepali Brahmbhatt

Its (title): Partner

EPIC GAMES, INC.

Dated: _____

By (signature): _____

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Its (title): _____

FAEGRE DRINKER BIDDLE & REATH LLP

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WILLIAMS MULLEN

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ERIC KROHM

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CHRIS JONES

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SEAN KINNEY

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DAVID MINCES

Dated: 1/8/21

By (signature): 

Name (printed): David M. Minces

CHAD MOYER

Dated: _____

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WHITFIELD BRYSON LLP

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ERIC KROHM

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DAVID MINCES

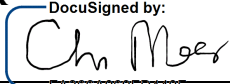
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CHAD MOYER

Dated: 1/8/2021

By (signature):  _____
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Name (printed): Chad Moyer

WHITFIELD BRYSON LLP

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ERIC KROHM

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CHRIS JONES

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CHAD MOYER

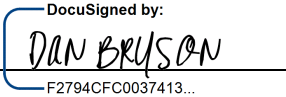
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By (signature): _____

Name (printed): _____

WHITFIELD BRYSON LLP

Dated: 1/8/2021

By (signature):  _____
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Name (printed): Dan Bryson

Its (title): Plaintiffs' Counsel

MCGUIRE LAW PC

Dated: 1/8/2021

By (signature): Timothy P. Kingsbury

Name (printed): TIMOTHY P. KINGSBURY

Its (title): Plaintiffs' Counsel

DEVLIN LAW FIRM PC

Dated: _____

By (signature): _____

Name (printed): _____

Its (title): _____

EPIC GAMES, INC.

Dated: _____

By (signature): _____

Name (printed): _____

Its (title): _____

FAEGRE DRINKER BIDDLE & REATH LLP

Dated: _____

By (signature): _____

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Its (title): _____

WILLIAMS MULLEN

Dated: _____

By (signature): _____

Name (printed): _____

Its (title): _____

MCGUIRE LAW PC

Dated: _____

By (signature): _____

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Its (title): _____

DEVLIN LAW FIRM PC

Dated: _____


By (signature): _____

Name (printed): _____

Its (title): _____

EPIC GAMES, INC.

Dated: January 7, 2021


By (signature):  _____

Name (printed): Canon Pence

Its (title): General Counsel

FAEGRE DRINKER BIDDLE & REATH LLP

Dated: Jan 7, 2021

By (signature):  _____

Name (printed): JEFFREY S. JACOBSON

Its (title): PARTNER

WILLIAMS MULLEN

Dated: Jan 8, 2021

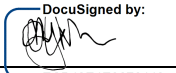
By (signature):  _____

Name (printed): Robert C. Van Arman

Its (title): Partner

MCMORROW LAW PC

Dated: 1/8/2021

By (signature):  _____
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Name (printed): Michael McMorrow

Its (title): Plaintiffs' Counsel