

SETTLEMENT AGREEMENT AND RELEASE

This Settlement Agreement and Release (the “Settlement” or the “Agreement”) is made and entered by and between Plaintiffs Catherine Moody, Andrew Cohn, and Jamie Zuccaro, individually and on behalf of the Settlement Class (“Plaintiffs” or “Class Representatives”), on the one hand, and Defendant Hot Topic, Inc. (“Hot Topic” or “Defendant”), on the other hand (Plaintiffs and Defendant collectively, the “Parties”), and is subject to approval in the action entitled *Jamie Zuccaro v. Hot Topic, Inc.*, Case No. 3:23-cv-1242 (D. Or.) pending in the United States District Court for the District of Oregon (the “Court”).

I. DEFINITIONS

As used in this Agreement and all related documents, the following terms have the following meanings:

A. “**Actions**” means *Jamie Zuccaro v. Hot Topic, Inc.*, Case No. 3:23-cv-1242 (D. Or.) and *Catherine Moody, et al. v. Hot Topic, Inc.*, Case No. 5:23-cv-00447 (C.D. Cal.). “**Action**” in singular form refers to the *Zuccaro* action, where the parties agree Plaintiffs will seek approval of this Settlement as further detailed below.

B. “**Administration Costs**” means the actual costs reasonably charged by the Settlement Administrator for its services as provided for in this Agreement, including, but not limited to, all costs of providing notice to persons in the Settlement Class, issuing Settlement Awards, processing Claim Forms, and the cost of maintaining a designated post office box for receiving Claim Forms. Such costs are estimated to be approximately \$100,000-\$150,000, and the Parties acknowledge that Hot Topic is relying on this estimate as a material term of this Agreement.

C. “**Agreement**” means this Settlement Agreement and Release, including the notices and other documents attached as exhibits to this Agreement, and any amendments thereto.

D. “**CAFA Notice**” refers to the notice requirements imposed by 28 U.S.C. § 1715(b).

E. “**Cash Benefit(s)**” means a monetary payment, in the form of a check or electronic payment, to a Settlement Class Member who requested a Cash Benefit through a valid Claim Form.

F. **“Cash Benefit Fund”** means a non-reversionary cash fund, the amount of which shall be established after the expiration of the Claim Period, which shall equal the total Cash Benefit to be awarded to all Settlement Class Members who elected to receive a Cash Benefit through a valid Claim Form.

G. **“Claim(s)” or “Claim Form(s)”** means the claim form submitted by a Settlement Class Member, in substantially the same form as **“Exhibit D,”** which shall offer each Settlement Class Member a choice between receiving a Credit Benefit or seeking a Cash Benefit. Each Settlement Class Member who seeks the Cash Benefit must follow all instructions on the Claim Form, and submit Proof of Purchase showing that, during the Class Period, they purchased products from the Hot Topic Website that were subject to a Sitewide Discount. Failure to submit a complete and valid Claim Form with all requested information, including Proof of Purchase, shall result in such Settlement Class Member receiving a Credit Benefit instead of a Cash Benefit.

H. **“Claim Deadline”** means the date sixty (60) days after the Notice Date, or such other date as ordered by the Court for the expiration of the Claim Period.

I. **“Claim Period”** means the time period in which Settlement Class Members may submit a Claim Form. The Claim Period begins on the Notice Date and expires on the Claim Deadline.

J. **“Claims Process”** means the process for Settlement Class Members’ submission of Claims, as described in this Agreement and ordered by the Court.

K. **“Class Notice”** means all types of notice that will be provided to the Settlement Class, as described in this Agreement and ordered by the Court.

L. **“Class Counsel”** means Dovel & Luner, LLP.

M. **“Class Period”** means March 15, 2019, to the date of Preliminary Approval for the California Settlement Class and August 25, 2022, to the date of Preliminary Approval for the Oregon Settlement Class.

N. **“Credit Benefit(s)”** means the credit issued to each Settlement Class Member, unless the Settlement Class Member submits a valid Claim for a Cash Benefit, that can be applied

toward any purchase made on the Hot Topic Website. Credit Benefits are subject to additional terms and conditions, as set forth in Section III.C. The Parties agree that, for purposes of Cal. Civ. Proc. Code § 1520.5, the Credit Benefit qualifies as a gift certificate under Cal. Civ. Code § 1749.45 et seq., that does not expire, and that California's escheat statute, Cal. Civ. Proc. Code § 1520, therefore does not apply to the Credit Benefit.

O. **“Effective Date”** means the date upon which the last (in time) of the following events occurs: (i) the date upon which the time expires for filing or noticing any appeal of the Final Approval Order with no appeal having been filed; (ii) if there is an appeal or appeals, the date of completion, in a manner that finally affirms and leaves in place the Final Approval Order without any material modification, of all proceedings arising out of the appeal(s), such that a mandate has been entered and the applicable date for seeking further appellate review has passed without such further review being sought, or if such review is sought, the exhaustion thereof, or the date of final dismissal of any such appeal or the final dismissal or resolution of any proceeding on certiorari with respect to the Final Approval Order, such that the Final Approval Order is not subject to further adjudication, appeal, or review.

P. **“Email Notice”** means notice of the proposed Settlement to be provided to Settlement Class Members substantially in the same form attached hereto as **“Exhibit A”**.

Q. **“Escrow Account”** means the separate, interest-bearing escrow account to be established by the Settlement Administrator under terms acceptable to all Parties. The Escrow Account will be at an FDIC-insured depository institution of the Settlement Administrator's choice (subject to any Party's reasonable veto). The Cash Benefit Fund shall be deposited by Defendant into the Escrow Account in accordance with the terms of this Agreement. The funds in the Escrow Account shall be invested in the following types of accounts and/or instruments and no other: (i) demand deposit accounts; (ii) time deposit accounts and certificates of deposit; (iii) United States Treasury bills; and/or (iv) other similar instruments backed by the full faith and credit of the United States Government. The costs of establishing and maintaining the Escrow Account shall be deemed Administration Costs.

R. **“Fairness Hearing”** or **“Final Approval Hearing”** means the hearing at or after which the Court will make a final decision whether to approve this Agreement and the Settlement set forth herein as fair, reasonable and adequate and to enter the Final Approval Order.

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

T. **“Final Approval”** means the date the Court finally approves the Settlement of this Action, including but not limited to, the terms and conditions of this Agreement.

U. **“Final Approval Order”** means both the order and judgment, whether entered separately or together, that the Court enters upon finally approving the Settlement in connection with the Fairness Hearing.

V. **“Hot Topic Website”** means Defendant’s eCommerce website located at www.Hottopic.com.

W. **“Incentive Awards”** mean reasonable payments, subject to Court approval, made to the Class Representatives as compensation for their service in pursuing this Action.

X. **“Long Form Notice”** means notice of the proposed Settlement to be provided to Settlement Class Members in substantially the same form as **“Exhibit B”**.

Y. **“Mail Notice”** means notice of the proposed Settlement to be provided to Settlement Class Members by first class mail, if necessary, in substantially the same form as **“Exhibit C”**.

Z. **“Notice Deadline”** or **“Notice Date”** means the date by which the notice described in this Agreement is initially issued, which shall be no later than thirty (30) days after the Preliminary Approval Order.

AA. **“Objection/Exclusion Deadline”** means the date thirty (30) days after the Notice Date, or such other date as ordered by the Court, which is the deadline to object to or seek exclusion from the Settlement.

BB. **“Parties”** or **“Party”** means the Class Representatives and Defendant.

CC. **“Preliminary Approval”** means the date the Court preliminarily approves the Settlement, including but not limited to, the Class Notice and the terms and conditions of this Agreement.

DD. **“Preliminary Approval Order”** means the order granting preliminary approval of the Settlement.

EE. **“Proof of Purchase”** means a document showing that a Settlement Class Member made a purchase from the Hot Topic Website during the Class Period subject to a Sitewide Discount. An email receipt or Hot Topic app screenshot that (i) identifies the Settlement Class Member, (ii) indicates a purchase date within the Class Period (date of email is sufficient), (iii) includes a billing address or shipping address within the states of California or Oregon, (iv) includes an order number, and (v) indicates that a purchase from the Hot Topic Website was subject to a Sitewide Discount is sufficient Proof of Purchase. Defendant represents that all consumer email receipts for purchases on the Hot Topic Website (i) identify the purchaser, (ii) indicate a purchase date (iii) include the billing address and shipping address (if any) associated with the order, (iv) include an order number, and (v) indicate whether the purchase was subject to a Sitewide Discount. Defendant will provide all necessary information, including representative examples, to allow the Settlement Administrator to determine whether a Proof of Purchase submitted by a Settlement Class Member indicates that one or more of that Settlement Class Member’s purchases was made subject to a Sitewide Discount.

FF. **“Released Claims”** means all claims to be released pursuant to this Agreement.

GG. **“Settlement Administrator”** means the third-party agent or administrator agreed to by the Parties and appointed by the Court. The Parties agree that, subject to the Court’s approval and Defendant’s consent, which consent shall not be unreasonably withheld, Plaintiffs shall select an independent entity to implement the Class Notice and Claims administration requirements of this Agreement. Plaintiffs will use best efforts to find an appropriate Settlement Administrator and negotiate a fair amount for the Administration Costs with the Settlement Administrator, which amount is estimated to be \$100,000-\$150,000.

HH. **“Settlement Award”** means a Credit Benefit or Cash Benefit provided to an eligible Settlement Class Member.

II. **“Settlement Class”** means:

- All persons who, while a resident of the state of California, purchased one or more products on the Hot Topic Website from March 15, 2019, to Preliminary Approval (“California Settlement Subclass”); and
- all persons who, while a resident of the state of Oregon, purchased one or more products on the Hot Topic Website from August 25, 2022, to Preliminary Approval (“Oregon Settlement Subclass”).

Residency of such persons shall be based on the California or Oregon billing address associated with a qualifying purchase on the Hot Topic Website during the Class Period. Excluded from the Settlement Class are all persons who validly opt out of the Settlement in a timely manner; governmental entities; counsel of record (and their respective law firms) for the Parties; Defendant and any of its parents, affiliates, subsidiaries, independent service providers and all of their respective officers and directors; the presiding judge in the Action or judicial officer presiding over the matter, and all of their immediate families and judicial staff; and any natural person or entity that entered into a release with Defendant prior to the Effective Date arising from the same representations, advertising, marketing and/or sales on the Hot Topic Website, underlying the claims in the operative complaint in the Action.

JJ. **“Settlement Class Member(s)”** means any member of the Settlement Class.

KK. **“Settlement Website”** means the website to be established by the Settlement Administrator for purpose of providing notice, Claim Forms, and other information regarding this Agreement, as described in this Agreement.

LL. **“Sitewide Discount”** means a flat percentage-off per item discount that was advertised as “Sitewide” or “Site” anywhere on the Hot Topic Website (notwithstanding that such discounts excluded certain items) and applied to one or more of a Settlement Class Member’s purchased products.

MM. “**Website Notice**” means the notice made available on the Settlement Website pursuant to this Agreement, including the Long Form Notice.

II. LITIGATION BACKGROUND

A. Plaintiffs allege that, during the Class Period, Defendant deceptively advertised discounts of its products, including Sitewide Discounts that purported to apply sitewide (except for a certain number of excluded products) on the Hot Topic Website. Based on these allegations, Plaintiff Catherine Moody filed suit on March 15, 2023, in the Central District of California. Plaintiff Andrew Cohn joined that suit on April 5, 2023. And Plaintiff Jamie Zuccaro filed a suit in the District of Oregon on August 25, 2023. Plaintiffs allege violations of certain California and Oregon consumer protection statutes, and bring claims for breach of contract, breach of express warranty, and unjust enrichment. Plaintiffs seek injunctive relief, compensatory damages, and restitution in amounts by which Defendant was allegedly unjustly enriched based on its product sales.

B. Defendant expressly denies any deceptive advertising and further denies any liability or wrongdoing of any kind or that Plaintiffs or any putative Class member has been damaged in any amount or at all in connection with the claims alleged in the Action, and further contends that, for any purpose other than Settlement, this Action is not appropriate for class treatment. Defendant does not admit or concede any actual or potential fault, wrongdoing, or liability against it in the Actions or any other actions. Defendant maintained during the entire pendency of the Actions, and continues to maintain, that Plaintiffs misrepresent Defendant’s advertising practices, which are not deceptive or misleading as a matter of law.

C. In the *Moody* case, on July 10, 2023, Defendant filed a motion to dismiss Plaintiffs’ First Amended Complaint in its entirety, challenging each of Plaintiffs’ claims on a variety of grounds. Defendant also filed a request for judicial notice, asking the Court to take notice of multiple documents that Defendant argued were relevant to Plaintiffs’ claims and the motion to dismiss. The Parties extensively briefed the issues raised by Defendant’s motion to dismiss. The Court issued an order on the motion to dismiss on November 16, 2023, granting Defendant’s

motion and giving Plaintiffs leave to amend their complaint. In response, Plaintiffs filed a Second Amended Complaint on December 12, 2023.

D. After briefing the motion to dismiss, the Parties began discussing settlement of both the California and Oregon cases, and engaged in negotiations over a four-month period. The Parties scheduled a mediation, and, in the lead up to it, exchanged informal discovery, including detailed financial and sales records allegedly relevant to the claims and alleged damages. Plaintiffs' Counsel spent significant time and effort analyzing these detailed records, and enlisted the help of a consultant with extensive experience in consumer class actions involving false advertising claims to assist them in doing so. The Parties also prepared and exchanged comprehensive mediation briefs that discussed the claims, defenses, and alleged damages in detail.

E. On January 10, 2024, the Parties participated in an initial in-person mediation in Los Angeles, with the Honorable Charles "Tim" McCoy (Ret.) of JAMS. The Parties did not reach a settlement during that mediation but continued to engage in extensive and contentious negotiations over the following four weeks, and attended a second mediation session with Judge McCoy on February 8, 2024. The Parties reached an agreement in principle during that mediation. The Parties then negotiated a term sheet, which was finalized on February 16, 2023. As a result of these lengthy, substantive, and good faith negotiations, Class Counsel was able to assess thoroughly the claims of the Settlement Class Members and Defendant's marketing practices and Defendant's defenses.

F. Based on the above-outlined investigation and litigation, the current state of the law, the expense, burden and time necessary to prosecute the Action through trial and possible appeals, the risks and uncertainty of further prosecution of this Action considering the defenses at issue, the sharply contested legal and factual issues involved, and the relative benefits to be conferred upon the Settlement Class Members pursuant to this Agreement, Plaintiffs and Class Counsel have concluded that a Settlement with Defendant on the terms set forth herein is fair, reasonable, adequate, and in the best interests of the Settlement Class in light of all known facts and circumstances. Plaintiffs acknowledge that they are aware of and understand Hot Topic's

current pricing practices and disclosures and will not claim that such practices and disclosures are deceptive or insufficient.

G. Based on the foregoing, which the Parties expressly incorporate as material terms of the Agreement, it is the desire of the Parties to fully, finally, and forever settle, compromise, and discharge all disputes and claims arising from or related to the Actions which exist between the Parties. Therefore, it is the intention of Plaintiffs, on behalf of the Settlement Class, that this Agreement shall constitute a full and complete Settlement and release of the Released Claims against Defendant.

III. TERMS OF SETTLEMENT

In consideration of the mutual covenants and promises set forth herein, and subject to Court approval, the Parties agree as follows:

A. Consolidation of the Actions for Settlement Purposes: To promote efficiency and conserve judicial and party resources, Plaintiff Moody and Plaintiff Cohn shall dismiss the *Moody* case without prejudice and shall be added as plaintiffs to an amended complaint in the *Zuccaro* case naming all three Class Representatives as named Plaintiffs. The Parties will agree to submit a stipulation staying any deadline for Defendant to respond to the amended complaint pending approval of this Settlement. The Parties shall seek approval in the *Zuccaro* case. Defendant will not contest personal jurisdiction or venue in the *Zuccaro* case as to any Class Representative or Settlement Class Member for settlement purposes only. The claims dismissed in *Moody* and added to *Zuccaro* in accordance with this provision shall be treated as though they were filed as of the date of the *Moody* complaint for settlement purposes. This dismissal of the *Moody* case will be deemed to become a dismissal with prejudice as of the Effective Date of this Settlement.

B. Conditional Certification of Class. For Settlement purposes only, and without any finding or admission of any wrongdoing or fault by Defendant, and solely pursuant to the terms of this Agreement, the Parties consent and agree to conditional certification of the Settlement Class, pursuant to Federal Rule of Civil Procedure 23(b)(3). This certification is conditional on the Court's approval of this Agreement. In the event the Court does not approve all material terms of

the Agreement, or if the Agreement is voluntarily or involuntarily terminated for any reason, or if the Settlement for any reason does not reach the Effective Date, then certification of the Settlement Class shall be void and this Agreement and all orders entered in connection therewith, including but not limited to any order conditionally certifying the Settlement Class, shall become null and void and shall be of no further force and effect and shall not be used or referred to for any purposes whatsoever in the Actions or in any other case or controversy. And, in such an event, this Agreement and all negotiations and proceedings related thereto shall be deemed to be without prejudice to the rights of any and all Parties hereto, who shall be restored to their respective positions as of the date of this Agreement, and Defendant has not and shall not be deemed to have waived any opposition or defenses it has to any aspect of the claims asserted herein or to whether those claims are amenable to class-based treatment. Moreover, to the extent not already publicly disclosed, the Agreement and all negotiations, statements, proceedings and data relating thereto shall be deemed confidential settlement communications and not subject to disclosure for any purpose in any proceeding. In addition, in such an event, Plaintiffs Moody and Cohn may, if they dismiss their claims in the *Zuccaro* action, re-file the *Moody* action within 30 days, and, if they do so, the Parties agree that that re-filed action shall be treated as though it was filed as of the initial filing date of the *Moody* action for all purposes, including for purposes of any statute of limitation defense as to Plaintiff Moody or Cohn's claims. Defendant agrees to certification of the Settlement Class for settlement purposes only. In the event the Settlement is not preliminarily approved, the Parties agree to resume settlement discussions in good faith for at least 21 days. If after 21 days the Parties have not agreed to amended settlement terms, then the parties will confer regarding proposed pre-trial and trial deadlines. The Parties agree to provide the Court with a proposed schedule within 35 days after an order of the Court denying preliminary approval.

C. Relief for the Settlement Class.

1. Benefits to Settlement Class Members: Subject to the rights, terms, and conditions of this Agreement, each Settlement Class Member who does not submit a valid Claim Form will automatically receive via email a Hot Topic Website purchase credit (Credit Benefit) in

the amount of \$10. Each Settlement Class Member who submits a valid Claim Form will receive a cash payment (Cash Benefit) in the amount of \$10. Defendant estimates, based on its sales records, that there are approximately 1,030,735 Settlement Class Members who will receive a Cash Benefit or Credit Benefit under the terms of this Settlement.

2. Funding of Cash Benefit Fund. Within **thirty (30) calendar days** of the Effective Date, Defendant shall pay into the Escrow Account an amount equal to the Cash Benefit Fund. The Cash Benefit Fund will be distributed to Settlement Class Members in accordance with the terms of this Agreement. In no circumstances will any of it revert to Defendant.

3. Cash Benefit Election and Delivery: If a Settlement Class Member submits a valid Claim Form requesting to receive a Cash Benefit, supported by a valid Proof of Purchase, then that Settlement Class Member will be eligible to receive a Cash Benefit equal to \$10. The Settlement Administrator shall distribute Cash Benefits from the Cash Benefit Fund to each Settlement Class Member who submits a valid Claim, via electronic payment or check, at the Class Member's election, within **fourteen (14) calendar days** of the Cash Benefit Fund being funded.

4. Credit Benefit Election and Delivery: Defendant will provide a \$10 Credit Benefit to each Settlement Class Member who does not submit a valid Claim Form requesting a Cash Benefit, without any requirement for the Settlement Class Member to fill out a Claim Form or take any other affirmative action. Defendant will deliver Credit Benefits to Settlement Class Members by email within **thirty (30) calendar days** after the Effective Date. Wherever feasible, Defendant will send Credit Benefits to the most recent email address a Class Member used to make purchases on the Hot Topic Website. For any Class Member's initial Email Notice that bounces back, Hot Topic will provide the Administrator, within **ten (10) days** of sending Email Notice, a list of the last known mailing addresses, if any, associated with those email addresses to which Email Notice was unable to be delivered. Within **seven (7) days** of receiving the list of mailing addresses, the Administrator will send Mail Notice to those addresses, giving the Class Members the opportunity to provide updated email addresses to which Defendant can send the Credit Benefit. If that subsequent email address bounces back or if such Settlement Class Member does

not provide an email address in response to the Mail Notice, Defendant shall have no further obligation to provide the Credit Benefit to that Settlement Class Member.

5. Use of Credit Benefits: Credit Benefits can be used toward any purchase by a Settlement Class Member on the Hot Topic Website (including any shipping and handling fees or taxes that may apply), can be stacked or combined with any other discount or offer, can be freely transferred, and do not expire. Class Members may elect to pick up products ordered using a Credit Benefit in a brick-and-mortar Hot Topic store (rather than having the items shipped to them). If Credit Benefits used in connection with an order exceed the total amount of the order (including any shipping and handling fees or taxes that may apply), then any unused Credit Benefit will remain useable and can be applied toward future purchases but will not be redeemable for cash.

D. Releases.

1. Release of Defendant. Upon the Effective Date, and except as to such rights or claims as may be created by this Agreement, and in consideration for the Settlement benefits described in this Agreement, Plaintiffs and the Settlement Class and any agent, successor, assign, or anyone purporting to act on their behalf, including Class Counsel, shall fully release and discharge Defendant and all its present and former parent companies, subsidiaries, investors, shareholders, officers, directors, employees, agents, servants, registered representatives, affiliates, successors, personal representatives, heirs and assigns, retailers, wholesalers, suppliers, distributors, endorsers, consultants, and any and all other entities or persons upstream and downstream in the production/distribution channels, but only in their capacity as such (together, the “Discharged Parties”) from all claims, demands, liabilities, actions, and causes of action of any kind or nature whatsoever, whether at law or equity, known or unknown, direct, indirect, or consequential, liquidated or unliquidated, foreseen or unforeseen, developed or undeveloped, arising under common law, regulatory law, or otherwise, whether based on federal, state, or local law, that Plaintiffs or Settlement Class Members ever had, now have, or may have against the Discharged Parties in any court, tribunal, arbitration panel, commission, or agency, or before any governmental and/or administrative body, or any other adjudicatory body, on the basis of or arising

from (i) the Discharged Parties' representations, advertising, marketing and/or sales on the Hot Topic Website; (ii) Plaintiffs' or the Settlement Class's purchases on the Hot Topic Website; or (iii) any claims or causes of actions that were alleged in the operative Complaints in the Actions or that arise from or relate to the facts or claims alleged in the operative Complaints in the Actions. This is notwithstanding that Plaintiffs and the Settlement Class acknowledge that they may hereafter discover facts in addition to or different from those that they now know or believe to be true concerning the subject matter of the Actions and/or the Released Claims herein. The Released Claims shall include, but are not necessarily limited to, all claims that have or could have been asserted by any or on behalf of any Settlement Class Member in this Actions that are based on or arise out of the same factual predicate as the Actions. For the avoidance of doubt, the Released Claims do not include any personal injury claims or claims for bodily injury or property damage.

2. Class Representatives' Release of Unknown Claims. Plaintiffs expressly understand and acknowledge that certain principles of law, including but not limited to Section 1542 of the Civil Code of the State of California, provide that:

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

Plaintiffs hereby agree that the provisions of all such principles of law or similar federal or state laws, rights, rules or legal principles, are hereby knowingly and voluntarily waived, relinquished and released by Plaintiffs, individually and on behalf of the Settlement Class.

3. Release of Class Representatives and Class Counsel. Upon the Effective Date, and except as to such rights or claims as may be created by this Agreement, and in consideration for the Settlement benefits described in this Agreement, Defendant shall fully release and discharge Plaintiffs, Settlement Class Members, and Class Counsel from all claims, demands, actions, and causes of action of any kind or nature whatsoever, whether at law or equity, known

or unknown, direct, indirect, or consequential, liquidated or unliquidated, foreseen or unforeseen, developed or undeveloped, arising under common law, regulatory law, statutory law, or otherwise, whether based on federal, state or local law, statute, ordinance, regulation, code, contract, common law, or any other source, or any claim that Defendant ever had, now has, may have, or hereafter can, shall or may ever have against Plaintiffs, Settlement Class Members, and Class Counsel in any other court, tribunal, arbitration panel, commission, or agency, or before any governmental and/or administrative body, or any other adjudicatory body, on the basis of or arising from the institution or prosecution of the Action, notwithstanding that Defendant acknowledges that it may hereafter discover facts in addition to or different from those that it now knows or believes to be true concerning the subject matter of the Action and/or the Released Claims herein.

Defendant expressly understands and acknowledges that certain principles of law, including but not limited to Section 1542 of the Civil Code of the State of California, provide that:

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

Defendant hereby agrees that the provisions of all such principles of law or similar federal or state laws, rights, rules or legal principles are hereby knowingly and voluntarily waived, relinquished and released by Defendant.

E. Attorneys' Fees/Costs.

1. As part of this Settlement, Hot Topic has agreed to pay Class Counsel reasonable attorneys' fees and costs, as approved by the Court, of up to \$2,000,000, without reducing the amount of money available to pay Cash or Credit Benefits to Settlement Class Members, or reducing the amount of money available to pay for the work performed by the Settlement Administrator.

2. The amount of attorney fees and costs to be paid to Class Counsel shall be determined by the Court. After the Court preliminarily approves the Settlement, Class Counsel may move the Court for a Fee Award of up to \$2,000,000. Defendant may challenge the amount of fees requested by Class Counsel (i.e., may ask the Court to award Class Counsel less than the amount requested). Defendant, however, will be obligated to pay Class Counsel the full Fee Award awarded by the Court, up to \$2,000,000.

3. Should the Court award less than the full \$2,000,000 available to pay for Class Counsel's Fee Award, any difference between the \$2,000,000 made available and the amount actually awarded by the Court shall be divided and distributed in equal amounts to eligible Settlement Class Members who submitted a valid Claim Form, including a valid Proof of Purchase, and qualified to receive a Cash Benefit. Under no circumstances shall any of the \$2,000,000 made available to pay for Class Counsel's Fee Award revert to or be kept by Defendant.

4. Defendant will pay the Fee Award to Class Counsel via wire transfer within **thirty (30) calendar days** after the Effective Date. Class Counsel shall be solely and legally responsible to pay all applicable taxes on the Fee Award. Court approval of the Fee Award, or its amount, will not be a condition of the Settlement. The Parties agree that any amount awarded as the Fee Award to Class Counsel less than the requested amount shall not be a basis for Plaintiffs or Class Counsel to void this Agreement.

5. Except for the Fee Award to be paid to Class Counsel and Plaintiffs as specifically provided in this Agreement, Defendant does not agree to pay and shall not be responsible or liable under this Agreement for the payment of any attorneys' fees or expenses of Class Counsel, Plaintiffs, the Settlement Class, and Settlement Class Members, any person or entity that may object to the Agreement, or any attorney who may represent any person or entity that may object to the Agreement, in connection with the Action or in connection with any claim that was or could have been alleged in the Action. Class Counsel represents that to its knowledge, other than Dovel & Luner, LLP, no individuals or law firms represent Plaintiffs or the Settlement

Class in connection with the Actions or have any right to seek reimbursement of fees or expenses in connection with the Actions.

F. Incentive Awards.

1. Named Plaintiffs Catherine Moody, Andrew Cohn, and Jamie Zuccaro may apply to the Court for Incentive Awards in an amount not to exceed \$2,500 each, for their participation as Class Representatives.

2. Defendant will pay any Incentive Awards approved by the Court to Class Counsel's client trust account via wire transfer within **thirty (30) calendar days** after the Effective Date. Plaintiffs shall be solely and legally responsible to pay any and all applicable taxes on these payments. Court approval of the Incentive Awards, or their amount, will not be a condition of the Settlement. The Parties agree that any amount awarded as the Incentive Awards to Plaintiffs less than the requested amount shall not be a basis for Plaintiffs or Class Counsel to void this Agreement.

3. Plaintiffs and Class Counsel agree to provide Defendant all identification information necessary to effectuate the payment of Fee Award and incentive awards, including, but not limited to, Taxpayer Identification Number(s), and completed Internal Revenue Service Form(s) W-9.

IV. SETTLEMENT ADMINISTRATION AND NOTICE

A. All notice and claims administration activities shall be carried out exclusively by the Settlement Administrator.

B. Administration Costs. Defendant shall pay sums to cover any reasonable Administration Costs to the Settlement Administrator as they become due. The Settlement Administrator shall be responsible for providing itemized invoices reflecting Administration Costs to the Parties.

C. Notice.

1. Defendant will provide the Settlement Administrator a list of Settlement Class Members, including name, the California or Oregon shipping address associated with each Settlement Class Member's most recent purchase to a California or Oregon address, and the most current email associated with such California or Oregon purchase on the Hot Topic Website, for the purpose of administering the Settlement reached pursuant to this Agreement.

2. The Settlement Administrator shall provide Class Notice in the forms approved by the Court, as detailed below, no later than the Notice Date.

3. Email Notice. The Settlement Administrator shall provide for Email Notice by sending an email substantially in the same form as **Exhibit A** to the email addresses for Settlement Class Members identified by Defendant. This contact information for the Settlement Class Members will be shared with the Settlement Administrator but not Class Counsel.

4. Mail Notice. If an original Email Notice is returned as undeliverable, the Settlement Administrator will send a Mail Notice in substantially the same form as **Exhibit C** via first class U.S. mail, postage pre-paid to the California or Oregon shipping address, if any, provided by Defendant and associated with the Settlement Class Member's most recent purchase on the Hot Topic Website. The Mail Notice will instruct Settlement Class Members to provide the Settlement Administrator with a current email address for settlement purposes only by the Claim Deadline. The Settlement Administrator shall provide Defendant all email addresses provided by Settlement Class Members within **fourteen (14) calendar days** after the Claim Deadline. In the event the procedures in this paragraph are followed and the intended recipient of a notice still does not receive the notice, the intended recipient shall be considered a Settlement Class Member and shall be bound by all terms of the Settlement and any Final Approval Order entered by the Court if the Settlement is approved by the Court.

5. Website Notice. The Settlement Administrator will establish and maintain the Settlement Website. The Settlement Website will be dedicated to the Settlement. On the Settlement Website will be posted the Long Form Notice, the Claim Form, a copy of this Agreement, the Preliminary Approval Order, and any other materials the Parties agree to include.

The Settlement Website shall also provide for the straightforward and user-friendly online submission of Claim Forms, and instructions as to how to access the case docket via PACER or in person at any of the Court's locations. The Settlement Website will also explain Settlement Class Members' right to opt out of or object to the Settlement, and provide the deadlines to opt out of or object to the settlement. The Settlement Website shall also state the date of the Fairness Hearing, that the date may change without further notice, and that Settlement Class Members should be advised to check the Settlement Website or the Court's PACER site to confirm that the date has not been changed. These documents and information shall be available on the Settlement Website no later than the Notice Deadline and remain until 30 days after distribution of all Settlement Awards. The Settlement Website shall not include any advertising and shall not bear or include Defendant's logo or trademarks.

6. Toll-Free Number. The Settlement Administrator shall establish and host an automated case-specific toll-free number to allow Class Members to learn more and to request further information about the Action.

7. CAFA Notice. The Settlement Administrator shall be responsible for timely compliance with all CAFA notice requirements. The Settlement Administrator and Defendant shall work together in good faith to come to agreement regarding the form and content of the CAFA Notice.

D. Claim Process. Settlement Class Members may elect to receive a Cash Benefit instead of a Credit Benefit by submitting a valid Claim Form and Proof of Purchase to the Settlement Administrator via a web form on the Settlement Website during the Claim Period. Settlement Class Members may, at their option, submit a paper Claim Form, along with printed Proof of Purchase, which will be accepted upon receipt as valid by the Settlement Administrator if the claim is otherwise valid. Settlement Class Members who do not submit a Claim Form electing to receive payment in the form of a Cash Benefit shall receive a Credit Benefit.

The Settlement Administrator will use adequate and customary procedures and standards to prevent the payment of fraudulent claims. This may include measures such as using a class

member identifier to access and file claims and/or validating claims against Defendant's records. The Settlement Administrator shall have the right to audit Claims, and the Settlement Administrator may request additional information from Settlement Class Members submitting Claims. If any Settlement Class Member submits a Claim Form and elects to receive a Cash Benefit but fails to provide Proof of Purchase, or otherwise fails to follow the instructions included on the Claim Form, the Cash Benefit election shall be denied, and such Settlement Class Member shall instead receive payment in the form of a Credit Benefit. The Settlement Administrator shall maintain records of all Claim Forms until **sixty (60) days** after all valid Claims have been finally resolved and the Settlement Administrator has issued payment to those Settlement Class Members who submitted valid Claims and elected to receive a Cash Benefit, and such records will be made available upon request to Class Counsel and Defendant's counsel at the end of the sixty (60) day period. The Settlement Administrator also shall provide such reports, declarations, and such other information to the Court as the Court may require or as Class Counsel or Defendant requests.

E. Final Tally. The Settlement Administrator shall provide weekly reports to counsel for Defendant and Class Counsel stating the number of Claims received and the number of any Claims that have been denied. Within **seven (7) calendar days** after the close of the Claim Period, the Settlement Administrator shall provide the Parties with the total number of valid and timely Claims received and approved electing the Cash Benefit option, which shall establish the amount of the Cash Benefit Fund. The Settlement Administrator shall also provide Defendant with a list of Settlement Class Members who submitted a valid and timely Claim electing the Cash Benefit option.

F. Class Counsel and Defendant will cooperate with the Settlement Administrator in an effort to reasonably manage and reduce Administration Costs, with the goal being to limit the Administration Costs to the Parties' estimated range of \$100,000-\$150,000.

V. PROCEDURES FOR OBJECTING TO OR REQUESTING EXCLUSION FROM SETTLEMENT

A. Objections. Only Settlement Class Members may object to the Settlement. A Settlement Class Member who wishes to object to the Settlement must do so in writing by the Objection/Exclusion Deadline. All written objections and supporting papers must (a) contain and clearly identify the case name and number; and (b) be mailed to the Settlement Administrator or filed in person at any location of the United States District Court for the District of Oregon. The Settlement Administrator will provide any written objections received to counsel within five (5) calendar days, and Class Counsel will file them with the Court. Written objections must also contain: (1) the full name, address and telephone number of the Settlement Class Member; (2) a written statement of all grounds for the objection accompanied by legal support for the objection (if any); (3) any papers, briefs or other documents upon which the objection is based; (4) a list of all persons who will be called to testify in support of the objection (if any); (5) a statement of whether the Settlement Class Member intends to appear at the Fairness Hearing; (6) proof of membership in the Settlement Class, or a signed statement attesting, under penalty of perjury, that they were a California or Oregon resident who purchased one or more products subject to a Sitewide Discount from the Hot Topic Website during the Class Period; (7) a list of all objections filed by the objector and his or her counsel to class action settlements in the last three years; and (8) the signature of the Settlement Class Member and her or his counsel, if any. No Settlement Class Member shall be heard at the Fairness Hearing (whether individually or through separate counsel) unless written notice of the Settlement Class Member's intention to appear at the Fairness Hearing, and copies of any written objections or briefs, have been timely submitted to the Court. The date of the postmark on the mailing envelope or a legal proof of service accompanied by a file-stamped copy of the submission shall be the exclusive means used to determine whether an objection and/or notice of intention to appear has been timely filed and served. If the postmark is illegible, the objection and/or notice to appear shall be deemed untimely unless it is received by the Court within **two (2) calendar days** of the Objection/Exclusion Deadline. Settlement Class

Members who fail to timely submit a written objection in the manner specified above shall be deemed to have waived any objections and shall be foreclosed from making any objection (whether by appeal or otherwise) to the Settlement. Class Counsel shall, at least **fourteen (14) calendar days** (or such other number of days as the Court shall specify) before the Fairness Hearing, file any responses to any written objections submitted to the Court by Settlement Class Members in accordance with this Agreement.

B. Procedure for Requesting Exclusion. Individuals who would otherwise be Settlement Class Members but who wish to opt out of this Settlement must submit a written statement to the Settlement Administrator by the Objection/Exclusion Deadline. To be valid, each request for exclusion must: (a) state the individual's name, address, and phone number; (b) be personally signed by the individual and not the individual's attorney or anyone acting on the individual's behalf; and (c) include the statement "I/we request to be excluded from the class settlement in *Jamie Zuccaro, et al. v. Hot Topic, Inc.*, Case No. 3:23-cv-1242 (D. Or.)." No "class" or "mass" exclusions shall be permitted. Requests to opt-out that do not include all required information and/or that are not submitted on a timely basis, will be null, void, and ineffective. The date of the postmark on the mailing envelope shall be the exclusive means used to determine whether an individual's opt-out/exclusion request has been timely submitted. If the postmark is illegible, the opt-out/exclusion request shall be deemed untimely unless it is received by the Settlement Administrator within **two (2) calendar days** of the Objection/Exclusion Deadline. Any individual who properly opts out of the Settlement Class using this procedure will not be entitled to any Settlement Award, will not be bound by the Settlement, and will not have any right to object, appeal or comment thereon. Settlement Class Members who fail to submit a valid and timely request for exclusion on or before the Objection/Exclusion Deadline shall be bound by all terms of the Settlement and any final judgment entered in this litigation if the Settlement is approved by the Court, regardless of whether they ineffectively or untimely requested exclusion from the Settlement.

C. Termination Right. In its sole discretion and at its sole option, Defendant has the unconditional right, but not the obligation, to terminate this Agreement if the total number of opt-outs meets or exceeds 100 persons in the Settlement Class.

Either Party may terminate the Settlement if the Court orders a notice program that deviates substantially from the notice program discussed in this Agreement, including without limitation a notice plan that requires additional third-party discovery or additional notice unduly burdensome to Defendant.

D. No Solicitation of Settlement Objections or Exclusions. The Parties agree to use their best efforts to carry out the terms of this Settlement. At no time will any of the Parties or their counsel seek to solicit or otherwise encourage any Settlement Class Members to object to the Settlement or request exclusion from participating as a Settlement Class Member or encourage any Settlement Class Member to appeal from the final judgment.

E. No Objections or Opt-Outs by Plaintiffs or Other Settlement Class Members Presently Represented by Class Counsel. Plaintiffs waive their right to opt-out of or object to this Settlement. Class Counsel represents that it does not presently represent any other Settlement Class Member on an individual basis with respect to the Released Claims or any claims against the Discharged Parties.

VI. PRELIMINARY APPROVAL OF SETTLEMENT

Following full execution of this Agreement, Plaintiffs will move the Court for entry of a Preliminary Approval Order that specifically includes provisions that: (a) preliminarily approve the Settlement as fair, adequate and reasonable to the Settlement Class, and within the reasonable range of possible final approval; (b) conditionally certify the Settlement Class for Settlement purposes only and appoint Class Counsel as counsel for the Settlement Class for Settlement purposes only; (c) approve the forms of Class Notice and find that the notice constitutes the best notice practicable under the circumstances, provides due and sufficient notice to the Settlement Class and fully satisfies the requirements of due process and Federal Rule of Civil Procedure 23; (d) direct that notice be provided to the Settlement Class, in accordance with this Agreement, by

the Notice Deadline; (e) establish a procedure for persons in the Settlement Class to object to the Settlement or exclude themselves from the Settlement Class by the Objection/Exclusion Deadline, after which no one shall be allowed to object to the Settlement or exclude himself or herself from the Settlement Class or seek to intervene; (f) approve the Claim Form and the Claims Process described herein, and set a deadline for timely submission of Claims; (g) pending final determination of whether the Settlement should be approved, bar and enjoin all persons in the Settlement Class from commencing or prosecuting against any of the Discharged Parties any action, arbitration, or proceeding in any court, arbitration forum or tribunal asserting any of the Released Claims; (h) pending final determination of whether the Settlement should be approved, stay all proceedings in the Action except those related to effectuation of the Settlement; (i) schedule the Fairness Hearing; and (j) provide that, in the event the proposed Settlement set forth in this Agreement is not approved by the Court, or in the event that this Agreement becomes null and void pursuant to its terms, this Agreement and all orders entered in connection therewith, including but not limited to any order conditionally certifying the Settlement Class, shall become null and void and shall be of no further force and effect and shall not be used or referred to for any purposes whatsoever in the Actions or in any other case or controversy; and that in such an event, this Agreement and all negotiations and proceedings related thereto shall be deemed to be without prejudice to the rights of any and all Parties hereto, who shall be restored to their respective positions as of the date of this Agreement. In the event the Court does not enter a Preliminary Approval Order like that described herein, or decides to do so only with substantial modifications, then the Parties have the right, but not the obligation, to terminate this Agreement.

VII. FINAL APPROVAL OF SETTLEMENT

Not later than **seventy-five (75) calendar days** after Preliminary Approval, or on a date ordered by the Court, Plaintiffs shall file a Motion for Final Approval of the Settlement. Plaintiffs shall request that the Court enter a Final Approval Order that specifically includes provisions that: (a) finally approve the Settlement as fair, reasonable and adequate to the Settlement Class Members; (b) find that the Class Notice as given was the best notice practicable under the

circumstances, is due and sufficient notice to the Settlement Class and fully satisfies the requirements of due process and Federal Rule of Civil Procedure 23; (c) approve the plan of distribution of the Settlement Awards; (d) finally certify the Settlement Class; (e) confirm that Plaintiffs and the Settlement Class Members have released all Released Claims and are permanently barred and enjoined from asserting, commencing, prosecuting or continuing any of the Released Claims against the Discharged Parties; and (f) dismiss the Action with prejudice, without costs to any Party, except as provided in this Agreement, and subject to the Court's retaining continuing jurisdiction over the Parties for the purpose of enforcement of the terms of this Agreement.

VIII. UNCASHED SETTLEMENT AWARDS

To the extent Settlement Awards are provided by check instead of electronically, the expiration date for settlement checks will be 180 calendar days from the date the settlement checks are issued, unless otherwise extended by agreement of the Parties. Un-cashed settlement checks may be reissued where appropriate, including where the Settlement Class Member states that he or she never received the check, in which case the Settlement Administrator will stop payment on the uncashed check and re-issue the check. Any funds remaining because of un-cashed checks will be sent by the Settlement Administrator to the National Consumer Law Center and will not revert to Defendant.

IX. PARTIES' AUTHORITY

The signatories each represent that they are fully authorized to enter into this Agreement and bind the Parties to its terms and conditions.

X. MUTUAL FULL COOPERATION

The Parties agree to cooperate fully with each other to accomplish the terms of this Agreement, including but not limited to, execution of such documents and the taking of such other action as may reasonably be necessary to implement the terms of this Agreement. The Parties to this Agreement shall use their best efforts, including all efforts contemplated by this Agreement and any other efforts that may become necessary by order of the Court, or otherwise, to effectuate

this Agreement. As soon as practicable after execution of this Agreement, Class Counsel, with the assistance and cooperation of Defendant and its counsel, shall take all necessary steps to secure the Court's final approval of this Agreement. Plaintiffs, Class Counsel and Defendant will not attempt to affect or influence Settlement Class Members' filing of claims.

XI. NO ADMISSION

This Agreement is not to be construed or deemed as an admission of liability, culpability, negligence, or wrongdoing on the part of Defendant. Defendant denies all liability for claims asserted in the Action, and denies that class certification is appropriate in the Actions for any purpose other than for this Settlement only. Each of the Parties has entered into this Agreement with the intention to avoid further disputes and litigation with the attendant inconvenience and expenses. This Agreement is a settlement document and shall, pursuant to Fed. R. Evid. 408 and related or corresponding state evidence laws, be inadmissible in evidence in any proceeding, action, arbitration, or hearing, including without limitation any litigation or regulatory proceeding or action, to establish liability. The preceding sentence shall not apply to an action or proceeding to approve or enforce this Agreement.

XII. NOTICES

Unless otherwise specifically provided, all notices, demands or other communications to the Parties or their counsel in connection with this Agreement shall be in writing and shall be deemed served on the date of mailing by United States registered or certified mail, return receipt requested, addressed as follows:

<u>For The Settlement Class</u>	<u>For Defendant</u>
Simon Franzini DOVEL & LUNER, LLP 201 Santa Monica Blvd., Suite 600 Santa Monica, California 90401 simon@dovel.com	Robyn E. Bladow KIRKLAND & ELLIS LLP 555 South Flower Street, 37th Floor Los Angeles, CA 90071 robyn.bladow@kirkland.com

XIII. CONSTRUCTION

The Parties agree that the terms and conditions of this Agreement are the result of lengthy, intensive arms-length negotiations and drafting by and between the Parties, and that this Agreement shall not be construed in favor of or against any Party by reason of the extent to which any Party or his or its counsel participated in the drafting of this Agreement.

XIV. MATERIAL TERMS; CAPTIONS

Each term of this Agreement is a material term of the Agreement not merely a recital, and reflects not only the intent and objectives of the Parties but also the consideration to be exchanged by the Parties hereunder.

Paragraph titles or captions are inserted as a matter of convenience and for reference, and in no way define, limit, extend, or describe the scope of this Agreement or any of its provisions.

XV. INTEGRATION CLAUSE

This Agreement contains the entire agreement between the Parties relating to the Settlement, and all prior or contemporaneous agreements, understandings, representations, and statements, whether oral or written and whether by a Party or such Party's legal counsel, are extinguished.

XVI. NON-EVIDENTIARY USE

Neither this Agreement nor any of its terms shall be offered or received into evidence in the Actions, or in any other action or proceeding; provided, however, that nothing contained in this section shall prevent this Agreement from being used, offered, or received in any proceeding to enforce, construe, or finalize this Agreement.

XVII. NO COLLATERAL ATTACK

This Agreement shall not be subject to collateral attack by any Settlement Class Member or any recipient of the notices to the Settlement Class after the judgment and dismissal is entered. Such prohibited collateral attacks shall include claims that a Settlement Class Member's Settlement Award was improperly calculated or adjusted.

XVIII. AMENDMENTS

The terms and provisions of this Agreement may be amended only by a written agreement, which is both (1) signed by the Parties who have executed this Agreement and (2) approved by the Court, unless the amendment is purely administrative and is immaterial to the benefit received by the Settlement Class in which case Court approval is not required.

XIX. ASSIGNMENTS

None of the rights, commitments, or obligations recognized under this Agreement may be assigned by any Party or Settlement Class Member without the express written consent of each other Party hereto. The representations, warranties, covenants, and agreements contained in this Agreement are for the sole benefit of the Parties and Settlement Class Members under this Agreement, and shall not be construed to confer any right or to avail any remedy to any other person.

XX. GOVERNING LAW

This Agreement shall be governed by, construed, and interpreted and the rights of the Parties determined in accordance with the laws of the State of Oregon, irrespective of the State of Oregon's choice of law principles.

XXI. BINDING ASSIGNS

This Agreement shall be binding upon and inure to the benefit of the Parties and their respective heirs, trustees, executors, administrators, successors, and assigns.

XXII. TAX CONSEQUENCES

No opinion concerning the tax consequences of this Settlement to any Settlement Class Member is given or will be given by Defendant, Defendant's counsel, or Class Counsel, nor is any Party or his/her/its counsel providing any representation or guarantee respecting the tax consequences of the Settlement as to any Settlement Class Member. The Long Form Notice provided on the Settlement Website will direct Settlement Class Members to consult their own tax advisors regarding the tax consequences of the Settlement and any tax reporting obligations with

respect thereto. Each Settlement Class Member is responsible for his/her taxes or tax reporting and other obligations respecting the Settlement, if any.

XXIII. CLASS COUNSEL SIGNATORIES

It is agreed that because the Settlement Class appears to be so numerous, it is impossible or impractical to have each Settlement Class Member execute this Agreement. The notice plan set forth herein will advise Settlement Class Members of all material terms of this Agreement, including the binding nature of the releases, and thus shall have the same force and effect as if this Agreement were executed by each Settlement Class Member.

XXIV. COUNTERPARTS

This Agreement may be executed in counterparts, and when each Party has signed and delivered at least one such counterpart, each counterpart shall be deemed an original, and, when taken together with other signed counterparts, shall constitute one Agreement, which shall be binding upon and effective as to all Parties and the Settlement Class. This Agreement may be delivered originally or by email or other electronic means, and the delivered image or electronic signature shall be treated as an original.

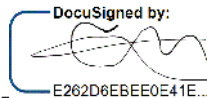
XXV. CONTINUING JURISDICTION

The Court shall retain exclusive and continuing jurisdiction to interpret and enforce the terms, conditions, and obligations of this Agreement and its own orders and judgments. In the event of a breach by Plaintiffs, Defendant, a Settlement Class Member or Class Counsel under this Agreement, the Court may exercise all equitable powers over Plaintiffs, Defendant, such Settlement Class Member or Class Counsel to enforce this Agreement and the Final Order and Judgment irrespective of the availability or adequacy of any remedy at law. Such powers include, among others, the power of specific performance and injunctive relief.

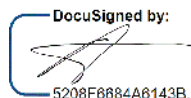
IN WITNESS WHEREOF, the Parties have duly executed this Agreement as of the dates indicated below:

CLASS REPRESENTATIVES AND CLASS COUNSEL:

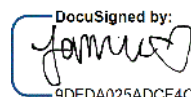
Dated: 6/4/2024

By:  _____
Catherine Moody, individually and on
behalf of the Settlement Class and
California Settlement Subclass

Dated: 6/5/2024

By:  _____
Andrew Cohn, individually and on
behalf of the Settlement Class and
California Settlement Subclass

Dated: 6/4/2024

By:  _____
Jamie Zuccaro, individually and on
behalf of the Settlement Class and
Oregon Settlement Subclass

Dated: 6/6/2024

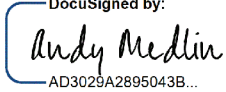
DOVEL & LUNER, LLP

By:  _____
Simon Franzini
Attorney for Plaintiffs

DEFENDANT AND COUNSEL FOR DEFENDANT:

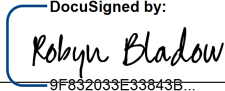
Dated: 7/12/2024

HOT TOPIC, INC.

By:  AD3029A2895043B...

Dated: 7/12/2024

KIRKLAND & ELLIS LLP

By:  9F832033E33843B...
Robyn Bladow
Attorney for Defendant