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Acting Director

July 22, 2025

**Re: New Jersey Department of Labor and Workforce Development v. GameStop, Inc.;
Agency No. GE-611-0923-CAL**

ASSURANCE OF VOLUNTARY COMPLIANCE

This Assurance of Voluntary Compliance ("AVC" or "Agreement") is hereby entered into between the New Jersey Department of Labor and Workforce Development, Division of Wage and Hour Compliance ("NJDOH") and GameStop, Inc. ("GameStop") (collectively, the "Parties"), pursuant to the authority vested in the NJDOH to administer and enforce, among other laws, the New Jersey Earned Sick Leave Law (ESLL), N.J.S.A. 34:11D-1 to -11, and all respective implementing regulations.

GameStop is a video game retailer that currently operates approximately sixty-nine stores in the State of New Jersey ("New Jersey"). NJDOH commenced an investigation of GameStop in or about June 2023 concerning GameStop's compliance with the ESLL, in response to an administrative complaint filed by a GameStop employee with NJDOH asserting that GameStop failed to pay or provide earned sick leave.

Following its investigation, it is the NJDOH's position that some GameStop employees were not aware of their right to earned sick leave. Therefore, the Parties have agreed to resolve this matter ("Agency No. GE-611-0923-CAL" or "the Matter") and to be bound by the following terms and conditions:

- 1) Within one hundred and twenty calendar days of the date that this Agreement is fully executed, GameStop will provide all employees working at GameStop stores in New Jersey with notice on each paystub of their current balance of accrued sick leave hours (N.J.S.A. 34:11D-2). Thereafter, GameStop will continue to provide this information on each subsequent paystub in a manner that is readily accessible and clearly labeled.
 - a. Within one hundred and twenty calendar days of the date that this Agreement is fully executed, GameStop will eliminate any waiting period for sick leave



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eligibility based on length of employment at GameStop for employees working at GameStop stores in New Jersey.

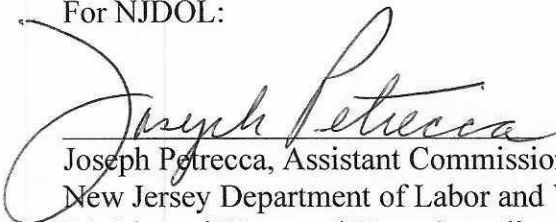
- b. Within one hundred and twenty calendar days of the date this Agreement is fully executed, GameStop will make this policy change eliminating the waiting period, referenced at 1(a) above, clear to all its New Jersey employees, including by, at a minimum, providing training to its store and district managers, distributing communications regarding the policy via its store facing intranet, and posting physical posters explaining the policy in all New Jersey stores.
- 2) Within one hundred and twenty calendar days of the date that this Agreement is fully executed, GameStop will, with respect to all employees working at GameStop stores in New Jersey, permanently cease referring to sick leave as either “wellness time” or “sick time” for full-time and part-time employees respectively, and will instead adopt and consistently use the unified term “earned sick/wellness leave” to refer to such leave.
- 3) Within one hundred and twenty calendar days of the date that this Agreement is fully executed, GameStop will, with respect to all employees working at GameStop stores in New Jersey, take action to ensure that its policies do not require employees to provide medical documentation in the period between their notification of departure from employment and their departure itself in violation of New Jersey law. *See* N.J.S.A. 34:11D-3(b) (barring employers from requiring medical documentation for anything other than “earned sick leave of three or more consecutive days” OR “sick leave that is not foreseeable” on “certain dates”) *and* N.J.A.C. 12:69-3.5 (limiting “certain days” to “verifiable high-volume periods or special events, during which permitting the use of foreseeable earned sick leave would unduly disrupt the operations of the employer.”). Also within one hundred and twenty calendar days of the date that this Agreement is fully executed, GameStop will make this policy clear to all its New Jersey employees, including by, at a minimum, providing training to its store and district managers, distributing communications regarding the policy via its store facing intranet, and posting physical posters explaining the policy in all New Jersey stores.
- 4) GameStop agrees and understands that nothing in this Agreement shall waive or impair the right of any current or former GameStop employee to file any claim or private action against GameStop arising from any violation, if it exists, of the ESSL, N.J.S.A. 34:11D-1 to -11, in the covered period or thereafter, and for such individuals to seek or obtain appropriate relief for such violations if they exist.
- 5) GameStop agrees and understands that this Agreement only resolves this Matter. Though NJDOL’s existing investigation will be resolved through execution of this Agreement, NJDOL reserves the right to enforce all laws within its jurisdiction as to any violations, past or present, that may come to light in the future, whether as a result of an employee complaint or otherwise.

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- 6) GameStop agrees and understands that its failure to materially comply with any of the terms or provisions of this Agreement shall constitute a breach of this Agreement, and NJDOL may request specific assurances of compliance with this Agreement over a period of three years from execution.
- 7) GameStop agrees and understands that nothing in this Agreement relieves GameStop of complying with any and all applicable laws and regulations, including but not limited to those enforced and administered by the NJDOL.
- 8) The Parties agree and understand that nothing in this Agreement shall be deemed or construed as an admission of wrongdoing or unlawful conduct of any kind on the part of GameStop, nor shall it be admissible as evidence in any proceeding other than for the enforcement of this Agreement.


WHEREFORE, the Parties, intending to be bound by this Agreement, through their signatories below, certify that they are fully authorized to enter into this Agreement and execute this Agreement on behalf of NJDOL and GameStop to bind NJDOL and GameStop to the terms and conditions of this Agreement.

For NJDOL:


Joseph Petrecca, Assistant Commissioner
New Jersey Department of Labor and Workforce Development
Division of Wage and Hour Compliance

07/25/2025
Dated

For GameStop:

DocuSigned by:

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Mark Robinson
Secretary & General Counsel
GameStop, Inc.

7/28/2025

Dated