

# ATTACHMENT C

**ACKNOWLEDGEMENT AND RELEASE (“RELEASE”)**

**PLEASE READ THIS CAREFULLY.**

**IT CONTAINS A RELEASE AND WAIVER OF LEGAL RIGHTS AND CLAIMS.**

**YOU ARE ADVISED TO CONSULT WITH AN ATTORNEY OF YOUR CHOICE CONCERNING ITS TERMS AND LEGAL SIGNIFICANCE BEFORE SIGNING.**

1. In consideration for the \$ \_\_\_\_ paid to me in connection with the resolution of *EEOC v. Activision Blizzard, Inc., et al.*, filed in the United States District Court for the Central District of California, Case Number 2:21-CV-07682-DSF-JEM (“EEOC Action”), I am releasing any claims for sexual harassment, pregnancy discrimination, or related retaliation, whether currently known or unknown to me, that were asserted or could have been asserted against Released Parties, defined below, in the EEOC Action arising under Title VII of the Civil Rights Act of 1964 and Title I of the Civil Rights Act of 1991 (“Title VII”), the Fair Employment and Housing Act (“FEHA”), or under any other applicable federal, state, or local law that exists at the time I sign this Release (“Released Claims”). This includes sexual harassment, pregnancy discrimination or related retaliation claims for monetary relief or damages that have been, or may be, asserted by me or by any other person or entity, including any government agency, on my behalf, in any action, including but not limited to a representative, class, or collective action.

2. Nothing in this Release shall be deemed to be a release or waiver of (a) claims that arise after the date I sign this Release; (b) claims that arise out of or in connection with the interpretation or enforcement of this Release; (c) claims that are not waivable under applicable federal, state, or local law; and (d) rights under Worker’s Compensation or Unemployment Insurance law. I understand that this Release does not prohibit me from: (1) Filing a claim with a government agency that is responsible for enforcing a law; however, I understand that I will not be entitled to recover any monetary damages or any other form of personal relief in connection with such a claim, investigation, or proceeding relating to claims released herein; (2) Providing information regarding my employment as may be required by law or legal process; or (3) Cooperating, participating, or assisting in any government or regulatory entity investigation or proceeding.

3. I also understand that the parties being released include the following entities and persons: Activision Blizzard, Inc. (“Activision Blizzard”), Blizzard Entertainment, Inc. (“Blizzard”), Activision Publishing, Inc. (“Activision Publishing”), and King.com, Inc. (collectively, “Defendants”) and Defendants’ current and former parents and subsidiaries, and each entities’ current and former officers, directors, employees, assigns, agents, representatives, successors, plans and plan trustees, contractors, shareholders, attorneys, and insurers (“Released Parties”).

4. I further understand that the California Department of Fair Employment and Housing (“DFEH”) has filed suit against Activision Blizzard, Activision Publishing, and Blizzard in Los Angeles Superior Court, Case No. 21STCV26571 (“DFEH Lawsuit”). I understand that in the DFEH Lawsuit, the DFEH has brought claims on behalf of female workers of Activision Blizzard, Activision Publishing, and Blizzard in California. **By signing this Release, I waive any right I may have to recover any monetary damages or other relief the DFEH may recover in the DFEH Lawsuit for sexual harassment, pregnancy discrimination or related retaliation.**

5. In granting the release herein, I understand that this Release includes a release of all Released Claims known or unknown. In signing this Release, which includes claims which may be unknown to me at present, I acknowledge that I have read and understand Section 1542 of the California Civil Code which reads as follows:

**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.**

I hereby expressly waive and relinquish all rights and benefits under that section and any law of any jurisdiction of similar effect with respect to the release of any unknown or unsuspected claims I may have against the Released Parties.

I hereby AFFIRM AND ACKNOWLEDGE that:

I understand that an attorney has been made available to me. I have had sufficient time and opportunity to review and discuss this Release with an attorney to the extent I deemed necessary. I enter into this Release voluntarily, with a full understanding of, and in agreement with, all of its terms. I knowingly and voluntarily sign this Release as of the date set forth below.

Date: \_\_\_\_\_

Signature: \_\_\_\_\_