

**UNITED STATES
SECURITIES AND EXCHANGE COMMISSION**

Washington, D.C. 20549

FORM 8-K

**Current Report
Pursuant To Section 13 or 15(d)
of the Securities Exchange Act of 1934**

Date of Report (Date of earliest event reported): June 29, 2020

GameStop Corp.

(Exact name of Registrant as specified in its charter)

Delaware
(State or Other Jurisdiction
of Incorporation)

1-32637
(Commission
File Number)

20-2733559
(IRS Employer
Identification No.)

**625 Westport Parkway, Grapevine, TX 76051
(817) 424-2000**

(Address, Including Zip Code, and Telephone Number, Including Area Code, of Registrant's Principal Executive Offices)

Not Applicable

(Former name or former address, if changed since last report)

Check the appropriate box below if the Form 8-K filing is intended to simultaneously satisfy the filing obligation of the registrant under any of the following provisions:

- Written communications pursuant to Rule 425 under the Securities Act (17 CFR 230.425)
- Soliciting material pursuant to Rule 14a-12 under the Exchange Act (17 CFR 240.14a-12)
- Pre-commencement communications pursuant to Rule 14d-2(b) under the Exchange Act (17 CFR 240.14d-2(b))
- Pre-commencement communications pursuant to Rule 13e-4(c) under the Exchange Act (17 CFR 240.13e-4(c))

Securities registered pursuant to Section 12(b) of the Act:

Title of each class	Trading Symbol	Name of each exchange on which registered
Class A Common Stock	GME	NYSE

Indicate by check mark whether the registrant is an emerging growth company as defined in Rule 405 under the Securities Act (17 CFR 230.405) or Rule 12b-2 under the Exchange Act (17 CFR 240.12b-2).

Emerging growth company

If an emerging growth company, indicate by check mark if the registrant has elected not to use the extended transition period for complying with any new or revised financial accounting standards provided pursuant to Section 13(a) of the Exchange Act.

Item 5.02 Departure of Directors or Certain Officers; Election of Directors; Appointment of Certain Officers; Compensatory Arrangements of Certain Officers.

On June 29, 2020, GameStop Corp. (the “Company”) announced the appointment of Diana Saadeh-Jajeh, age 50, as the Company’s Senior Vice President and Chief Accounting Officer, effective June 29, 2020. Since November 2018, Ms. Saadeh-Jajeh has served as Vice President, Global Finance Operations & Transformation of JUUL Labs, Inc. a global electronic cigarette company. From August 2016 to November 2018, Ms. Saadeh-Jajeh served as Senior Business Lead consultant, Acquire-to-Retire Transformation for Equinix, Inc., a publicly traded multinational company specializing in internet connection and data centers. From January 2015 to April 2016, Ms. Saadeh-Jajeh served as Vice President and Global Corporate Controller at e.l.f. Beauty, Inc., an American cosmetics company. Previously Ms. Saadeh-Jajeh served in various accounting, finance and financial reporting positions for Visa Inc. from 1997 to 2015. Ms. Saadeh-Jajeh is a Certified Public Accountant.

Upon assumption by Ms. Saadeh-Jajeh of her position as Senior Vice President and Chief Accounting Officer, James A. Bell, the Company’s Executive Vice President and Chief Financial Officer, who had assumed the position of the Company’s principal accounting officer on May 15, 2020, will cease to be the Company’s principal accounting officer and will continue in his position as the Company’s Executive Vice President and Chief Financial Officer.

Ms. Saadeh-Jajeh entered into a letter agreement with the Company on June 23, 2020 describing the basic terms of her employment. The letter provides that Ms. Saadeh-Jajeh’s starting annual salary will be \$375,000 and her target annual bonus opportunity will be equal to 60% of her annual salary. The letter also indicates that Ms. Saadeh-Jajeh will be eligible for a pro-rata annual bonus for the Company’s 2020 fiscal year and that she will receive a \$350,000 time-vested cash incentive award, payable in three equal installments over a three-year period based on her start date and her continued service to the Company. Ms. Saadeh-Jajeh will be eligible for future long-term incentive awards in the ordinary course, in amounts and on terms determined by the Compensation Committee of the Company’s Board. Finally, the letter agreement provides that Ms. Saadeh-Jajeh’s employment is conditioned on her execution of a non-competition agreement. Additionally, Ms. Saadeh-Jajeh will receive a one-time signing bonus of \$50,000, which is subject to repayment in the event of certain terminations within two years.

The foregoing description of the letter agreement between Ms. Saadeh-Jajeh and the Company is not complete and is qualified in its entirety by the full text of the letter agreement, a copy of which is attached hereto as Exhibit 10.1 and incorporated herein by reference.

There are no other arrangements or understandings between Ms. Saadeh-Jajeh and any other persons pursuant to which Ms. Saadeh-Jajeh was named Senior Vice President and Chief Accounting Officer. Ms. Saadeh-Jajeh does not have any family relationship with any of the Company’s directors or executive officers or any persons nominated or chosen by the Company to be a director or executive officer. Ms. Saadeh-Jajeh does not have any direct or indirect interest in any transaction or proposed transaction required to be reported under Item 404(a) of Regulation S-K.

Item 9.01 Financial Statements and Exhibits.

(d) Exhibits.

<u>Exhibit No.</u>	<u>Description</u>
10.1	Letter Agreement between Diana Saadeh-Jajeh and GameStop Corp. executed June 23, 2020.*
104	Cover Page Interactive Data File (embedded within the Inline XBRL document)

* Compensatory plan or arrangement.

SIGNATURE

Pursuant to the requirements of the Securities Exchange Act of 1934, as amended, the registrant has duly caused this report to be signed on its behalf by the undersigned hereunto duly authorized.

GAMESTOP CORP.

(Registrant)

Date: July 2, 2020

By: /s/ James A. Bell

Name: James A. Bell

Title: Executive Vice President and Chief Financial Officer



625 Westport Parkway
Grapevine, TX 76051
817-424-2000

June 22, 2020

Via Email: diana_jajeh@yahoo.com

Diana Saadeh-Jajeh
12960 Condit Ranch Rd.
Frisco, TX 75035

Offer Letter – SVP, Chief Accounting Officer

Dear Diana,

Congratulations! I am pleased to offer you the position of SVP, Chief Accounting Officer at GameStop Texas, Ltd., effective June 29, 2020. Your starting annualized salary will be \$375,000.00 or \$14,423.08 bi-weekly, less applicable taxes.

You will receive a \$50,000.00 sign on bonus, which is subject to repayment under the terms and conditions of the Promissory Note that must be separately executed. The sign on bonus will be paid within 30 days of your start date.

You will be eligible for a pro-rated annual bonus targeted at 60% of your base salary. The eligibility period for this incentive will begin when you join the GameStop team and will be based on a fiscal year of February 2020 through January 2021. Annual bonuses are subject to company financial performance and are payable at the completion of the fiscal year-end audit, which will be in the 1st Quarter 2021.

You will be eligible to participate in the Company's long-term incentive (LTI) program and will receive future grants, appropriate to your organization level, beginning when the Board of Directors next elects to issue such grant. Grants at this level have typically targeted a value of \$300,000, which vests in equal annual installments over a three-year period. For the 2020 fiscal year you will receive a one-time LTI award of \$350,000 upon joining the company. This award will be comprised of performance-based cash and will vest in equal annual installments over a three-year period.

GameStop's bonus and long-term incentive programs account for company performance and are subject to change at any time, at the Company's discretion, based upon the needs of the business.

You are eligible for 3 weeks of vacation per year. You will start accruing vacation on your start date. On the 61st day from your date of hire, you will be eligible to participate in the Company's health (including dental and vision) benefits program, as well as be automatically covered in the Company's company-paid life insurance program and, after 90 days, the long-term disability program. You will be eligible to participate in the 401(k) plan on the first day of the month following or coinciding with 60 days of service. The Company match will take place on the first of the month after the first year of service. Please feel free to contact our Benefits Team at (817) 722-7501 or 1-866-637-4387 with any specific benefit questions you may have.

Diana Saadeh-Jajeh

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SVP, Chief Accounting Officer

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This offer is contingent upon successful completion of the following by both you and GameStop Texas, Ltd.:

- Background check
- Signing letter of acceptance
- Signing non-compete agreement
- Acknowledgement and participation in GameStop's internal dispute resolution program (GameStop C.A.R.E.S.); this document will be covered and signed during your new hire orientation

Consistent with all roles in the organization, your employment will be on an at-will basis, having no specified term, and may be terminated at the will of either party on notice to the other. Any modification of any of the terms of this letter must be made in writing and signed by a GameStop executive officer to be valid and enforceable.

Your compensation package, as detailed in this document, is personal and confidential. Please do not discuss the details of this information with anyone other than me or those indicated below.

If you wish to accept this offer, please sign this letter in the space provided for your signature below within the next two business days. To complete the acceptance procedure, you must also execute the accompanying agreement covering various non-compete, non-solicitation and confidentiality issues. Please fax all documents back to Human Resources – Tim Holt (817) 439-6837.

Diana, we are so pleased and excited that you have chosen to become a part of GameStop and look forward to the energy and experience you will bring to our growing organization. If you have any questions or concerns, please feel free to contact me.

Jim Bell
Chief Financial Officer

Accepted By: /s/ Diana Saadeh-Jajeh
Diana Saadeh-Jajeh

June 23, 2020
Date
