UNITED STATES
SECURITIES AND EXCHANGE COMMISSION
WASHINGTON, DC 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 5, 2023

GameStop Corp.
(Exact Name of Registrant as Specified in Charter)

Delaware	001-32637	20-2733559
(State or Other Jurisdiction of Incorporation)	(Commission File Number)	(IRS Employer Identification No.)

625 Westport Parkway, Grapevine, TX 76051
(Address of Principal Executive Offices) (Zip Code)

Registrant's telephone number, including area code (817) 424-2000

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 of the Securities Act of 1933 (§230.405 of this chapter) or Rule 12b-2 of the Securities Exchange Act of 1934 (§240.12b-2 of this chapter).

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 2.02. Results of Operations and Financial Condition.

The following information is furnished pursuant to Item 2.02, "Results of Operations and Financial Condition," and shall not be deemed "filed" for purposes of Section 18 of the Securities Exchange Act of 1934, as amended, or otherwise subject to the liabilities of that section.

On June 7, 2023, GameStop Corp. (the "Company") issued a press release announcing its financial results for its first quarter ended April 29, 2023. A copy of the press release is attached hereto as Exhibit 99.1.

The press release attached to this Current Report, including the exhibit, shall not be incorporated by reference into any filing of the Company, whether made before or after the date hereof, regardless of any general incorporation language in such filing, except as otherwise expressly set forth therein.

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

Termination of President and Chief Executive Officer

On June 5, 2023, the Board of Directors (the "Board") of the Company terminated Matthew Furlong as President and Chief Executive Officer of the Company, effective immediately such that, after giving effect to such termination, Mr. Furlong was no longer employed by GameStop Texas Ltd., the Company, or any of their affiliates. Subject to Mr. Furlong's timely execution of a Separation and Release Agreement (and non-revocation in the time provided to do so), which includes a release of claims against the Company and its affiliates, Mr. Furlong will be entitled to receive the payments and benefits associated with a termination without Cause, as such term is defined in Mr. Furlong's offer letter dated June 9, 2021 from GameStop Texas Ltd., which was originally filed as Exhibit 10.1 attached to the Company's Current Report on Form 8-K filed with the Securities and Exchange Commission on June 9, 2021.

Board of Director Changes

On June 5, 2023, Mr. Furlong resigned as a director of the Company, effective immediately. Mr. Furlong's resignation did not result from any disagreement with the Company on any matter relating to the Company's operations, policies or practices. In connection with Mr. Furlong's resignation, the Board reduced the size of the Board to five. Additionally, as further disclosed in Item 8.01 to this Current Report on Form 8-K, the Board appointed Ryan Cohen as Executive Chairman of the Company and Alain Attal as the Lead Independent Director of the Board.

Appointment of General Manager

On June 7, 2023, the Board appointed Mark H. Robinson as the Company's General Manager, effective immediately. Additionally, Mr. Robinson was appointed as the Company's principal executive officer. Mr. Robinson's responsibilities will include administrative matters, corporate development, legal affairs and support for GameStop's holdings, including the oversight of other executive officers besides the Executive Chairman, and he will report directly to Ryan Cohen, as Executive Chairman. Mr. Robinson will continue to serve in his roles as the General Counsel and Secretary of the Company.

Mr. Robinson, 44 years old, has served as the Vice President, General Counsel of the Company since January 2022, and in various other roles at the Company since August 2015. In his current role, he oversees the legal and human resources functions of the Company. Prior to joining the Company in 2015, Mr. Robinson held positions as an attorney at law firms Norton Rose Fulbright and Jones Day, where he provided counsel on corporate and finance transactions.

In connection with his appointment as the General Manager, the Company and GameStop Texas, Ltd. entered into a letter agreement with Mr. Robinson on June 7, 2023 (the "Offer Letter") describing certain terms of his employment, which supersedes all prior agreements or offer letters between the parties regarding Mr. Robinson's employment, unless otherwise noted therein. The Offer Letter provides that Mr. Robinson's annualized salary will be $200,000 effective as of June 7, 2023. The Offer Letter also provides that Mr. Robinson will continue to be eligible to receive the settlement of any transformation bonuses previously granted to him, and all equity and cash incentive awards previously granted to Mr. Robinson will continue to vest in accordance with their original terms, subject to Mr. Robinson's continued employment with the Company and the satisfaction of any performance hurdles associated with those awards. The Offer Letter states that Mr. Robinson will be entitled to an additional grant of 9,300 restricted stock units of the Company's Class A common stock, par value $0.001 per share, which award will vest in full on June 12, 2024, subject to his continued employment through such date, as well as any other terms and conditions applicable to grant that are set forth in an individual award agreement to be entered into by Mr. Robinson and the Company on the grant date.

Under the Offer Letter, if Mr. Robinson's employment is terminated without Cause (as defined in the Offer Letter), he will be entitled to receive the following severance benefits: (i) an amount equal to six months of his base salary, (ii) an amount equal to six months of COBRA premiums for Mr. Robinson and his eligible dependents, (iii) any transformation bonus installments which have not already been paid, (iv) the vesting of that portion of any equity award that was otherwise scheduled to vest in the ordinary course during the six month period immediately following his termination date, and (v) any long-term incentive cash award that was otherwise scheduled to vest in the ordinary course during the six month period immediately following his termination date. Mr. Robinson's eligibility for these severance benefits is subject to his execution of a release of claims and his compliance with any applicable post-employment covenants.

The foregoing description of the Offer Letter is not complete and is qualified in its entirety by the full text of the Offer Letter, a copy of which is attached hereto as Exhibit 10.1 and incorporated by reference in this Item 5.02.

No family relationships exist between Mr. Robinson and any of the Company's directors or other executive officers. There are no other arrangements between Mr. Robinson and any other person pursuant to which he was selected as an officer, nor are there any transactions to which the Company is or was a participant and in which Mr. Robinson has a material interest subject to disclosure under Item 404(a) of Regulation S-K.

Item 7.01. Regulation FD Disclosure.

On June 7, 2023, the Company issued a press release announcing certain changes to its executive team and the Board, a copy of which is furnished with this Current Report on Form 8-K as Exhibit 99.2.

This information is furnished pursuant to Item 7.01 "Regulation FD Disclosure," and shall not be deemed "filed" for purposes of Section 18 of the Securities Exchange Act of 1934, as amended, or otherwise subject to the liabilities of that section.

Item 8.01. Other Events.

On June 7, 2023, in connection with the events disclosed in Item 5.02 of this Current Report on Form 8-K, the Board appointed Mr. Cohen as Executive Chairman of the Company, effective immediately. Mr. Cohen's responsibilities will include capital allocation, evaluating potential investments and acquisitions, and overseeing the managers of the Company's holdings.

Additionally, on June 7, 2023, the Board appointed Mr. Attal as the Lead Independent Director of the Board and dissolved the Strategic Planning and Capital Allocation Committee.

Item 9.01. Financial Statements and Exhibits.

(d) Exhibits

Exhibit No.	Description
10.1#	Letter Agreement between Mark H. Robinson and GameStop Corp. executed June 7, 2023.
99.1*	Press Release dated June 7, 2023
99.2*	Press Release dated June 7, 2023
104	Cover Page Interactive Data File (embedded within the Inline XBRL document)

\# Management contract or compensation plan or arrangement.
* Furnished herewith.

Signatures

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

Date: June 7, 2023		GAMESTOP CORP.
	By:	/s/ Diana Saadeh-Jajeh
		Diana Saadeh-Jajeh
		Chief Financial Officer

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

June 7, 2023

Mr. Mark Robinson

Re: Offer Letter

Dear Mark,

Congratulations! I am pleased to offer you a promotion to the role of General Manager of GameStop Corp. (the "Company") effective as of today, which role you will assume in addition to your ongoing role as General Counsel and Secretary of the Company. You will continue to be subject to all policies of the Company and GameStop Texas, Ltd. in effect from time to time, including the Company's Anti-hedging Policy, Clawback Policy, Insider Trading Policy and Code of Ethics.

Your new base salary will be at the annualized rate of $200,000 and will be effective as of June 7, 2023.

You will continue to be eligible to earn all transformation bonuses, restricted shares and stock units, and restricted long-term incentive cash in accordance with, and subject to, the vesting and other terms of any award agreements that have been issued to you on or prior to the date hereof. For the avoidance of doubt, nothing in this letter shall change, eliminate or modify any terms of those award agreements, certain terms of which are summarized below.

- A total of $396,000 in transformation bonuses are being paid bi-weekly over the two year which began on July 1, 2021. These bonuses are paid in bi-weekly installments, as follows: In year 1, you received a bi-weekly installment of $*8,884.61*, less applicable taxes. In year 2, you have received (and for the remainder of year 2 you will remain eligible to receive) a bi-weekly installment of $*6,346.15*, less applicable taxes. Your right to receive each installment is conditioned on your continuous employment with us through the payment date of that installment. Except in case of your involuntary termination of employment without Cause as provided below, if your employment with us ceases for any reason, no additional installments will be paid.
- On June 9, 2020 you were granted two separate restricted long-term incentive cash awards, each in an amount of $60,000 (for an aggregate amount of $120,000). Two-thirds of each of these awards have previously vested and the last third of such awards will vest on the third anniversary of the grant date, subject to your continuous service through such date and all required performance hurdles set forth within the individual award agreements.
- On May 3, 2021, you were granted 2,284 restricted shares of the Company's Class A common stock ("Common Stock"). The May 2021 equity award vests in equal installments on the first three anniversaries of the grant date, subject to your continuous service through the applicable vesting date.

- On July 1, 2021 you were granted 11,632 restricted stock units of the Company's Common Stock. The July 2021 equity award will vest as follows: 5% on the first anniversary of the grant date, 15% of the second anniversary of the grant date, and 20% on each of the dates that are 30, 36, 42 and 48 months following the grant date, subject in each case to your continuous service through the applicable vesting date.
- On July 1, 2022, you were granted 95,408 restricted stock units of the Company's Common Stock. The July 2022 equity award will vest as follows: 16% on October 1, 2022 and April 1, 2023, and 17% on each of October 1, 2023, April 1, 2024, October 1, 2024, and April 1, 2025, subject in each case to your continuous service through the applicable vesting date.

In addition to the above and in connection with your promotion, on June 12, 2023, you will be granted 9,300 restricted stock units based on the Company's Common Stock (the "Additional Equity Award"). The Additional Equity Award will fully vest on the one year anniversary of the date of grant, subject to your continuous service through such date. The equity award referenced in this paragraph will be documented in a separate award agreement; that agreement will contain additional terms and conditions (not inconsistent with this letter) and be delivered to you following the grant date, and the Additional Equity Award will be subject to all terms and conditions set forth in such award documentation.

The Company's agreement to grant equity to you and to pay you transformation bonus installments does not guarantee your employment for any period or otherwise limit our ability to terminate your employment at any time, for any reason, even if your opportunity to receive or vest in such equity or receive such signing bonus installments would be forfeited as a result of such termination. We will periodically review your performance and compensation levels and may make adjustments, all as determined in the sole discretion of applicable management.

Consistent with all roles in the organization, your employment will remain on an at-will basis, having no specified term, and may be terminated at the will of either party on notice to the other. However, if we terminate your employment without Cause (as defined on Exhibit A), you will receive the following severance benefits, subject to the conditions noted below: (i) we will pay you an amount equal to six months of your base salary, (ii) if you are participating in our group health plans immediately prior to your termination, we will pay you an amount equal to the applicable premium for COBRA continuation coverage for you and your eligible dependents for six months, (iii) we will pay you any transformation bonus installments which have not already been paid, (iv) the portion of any equity-based award that was otherwise scheduled to vest in the ordinary course during the six month period immediately following your termination date will become vested and (v) any long-term incentive cash award that was otherwise scheduled to vest in the ordinary course during the six month period immediately following your termination date will become vested. To be eligible for these benefits you must (x) sign a release of claims on such form as we supply (which form will be substantially consistent with that used for other terminating senior executives) and that release must become irrevocable within 60 days after your termination date, and (y) comply with any applicable post-employment covenants under any other written agreement with us. The amounts described in clauses (i), (ii) and (iii) will be paid in a single cash lump sum (less required tax withholdings) as soon as practicable after the release becomes effective, and in no event later than 70 days after the termination date. The shares described in clause (iv) will be issued (if not already outstanding) and released from transfer restrictions as soon as practicable after the release becomes effective, and in no event later than 70 days after the termination date. The amount described in clause (v) will be paid in accordance with the terms of the Long-Term Incentive Cash Award Terms & Conditions and at the same time as all other participants in such long-term incentive cash program are paid.

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

Any modification of any of the terms of this letter must be made in writing and signed by an authorized, executive officer of the Company to be valid and enforceable.

This letter supersedes any prior compensation terms or offer letter entered into between you and the Company. Except as otherwise expressly provided herein, this letter and the terms and conditions of the applicable award agreements referenced above represents our entire agreement regarding your employment and compensation and supersedes all prior discussions and agreements regarding these topics; provided, however, this agreement is in addition to and complements (and does not replace or supersede): i) your agreement to the GameStop C.A.R.E.S Rules of Dispute Resolution; and ii) all obligations you have to the Company or any of its affiliates with respect to confidentiality and return of property, non-disparagement, non-competition, and non-solicitation (whether such obligation arises by contract, common law, statute, or otherwise). Notwithstanding the foregoing, none of the non-competition obligations referenced in this paragraph shall be interpreted or applied in a manner to prevent or restrict you from practicing law, as it is the intent of such obligations to create certain limitations on your business activities only; provided, however you acknowledge and agree that you are bound by all ethical and professional obligations (including those with respect to conflicts and confidentiality) that arise from your provision of legal services to, and acting as legal counsel for, the Company and, as applicable, its subsidiaries and affiliates.

If you have any questions or concerns, please feel free to contact me.

Sincerely,

/s/ Diana Saadeh-Jajeh

Diana Saadeh-Jajeh
Chief Financial Officer

Accepted By: /s/ Mark H. Robinson
Mark H Robinson

June 7, 2023
Date

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

Exhibit A

Additional Provisions for Offer Letter

1. Definition of Cause. For purposes of the compensation letter, “Cause” mean any of the following: (i) your conviction of, or plea of nolo contendere to, a felony or any crime involving fraud or dishonesty; (ii) your willful misconduct, whether or not in the course of service, that results (or that, if publicized, would be reasonably likely to result) in material and demonstrable damage to the business or reputation of the Company or any of its affiliates or subsidiaries; (iii) material breach by you of any agreement with, policy of or duty owed to the Company or any of its affiliates or subsidiaries; or (iv) your willful refusal to perform your duties to the Company or the lawful direction of your supervisor that is not the result of a disability; provided, however, an act or omission described in clause (iii) or (iv) will only constitute “Cause” if (A) it is not curable, in the good faith sole discretion of the Company’s Board of Directors (the “Board”) or its delegate, or (B) it is curable in the good faith sole discretion of the Board or its delegate, but is not cured to the reasonable satisfaction of the Board or its delegate within 30 days following written notice thereof to you by the Company (such notice to state with specificity the nature of the breach or willful refusal). However, a termination of your employment due to your death or Disability will not constitute a termination without Cause.

   “Disability” means a written determination by a physician mutually agreeable to you and the Company (or, in the event of your total physical or mental disability, your legal representative) that you are physically or mentally unable to perform your duties and that such disability can reasonably be expected to continue for a period of six consecutive months or for shorter periods aggregating 180 days in any 12-month period. In addition, and without limiting the foregoing, a Disability shall be deemed to have occurred if you become entitled to receive benefits under any long-term disability plan or policy maintained or funded by the Company.

2. Compliance with Section 409A. Section 409A. The parties intend for all amounts payable under this offer letter to be exempt from Section 409A of the Internal Revenue Code of 1986, as amended (“Section 409A”) and this offer letter will be interpreted accordingly. Nonetheless, the Company does not guaranty the tax treatment of your compensation arrangements under Section 409A or any other federal, state or local tax law.

GameStop

GameStop Discloses First Quarter 2023 Results

GRAPEVINE, Texas—(BUSINESS WIRE)—June 7, 2023—GameStop Corp. (NYSE: GME) (“GameStop” or the “Company”) today released financial results for the first quarter ended April 29, 2023. The Company’s condensed and consolidated financial statements, including GAAP and non-GAAP results, are below. The Company’s Form 10-Q and supplemental information can be found at https://investor.gamestop.com.

FIRST QUARTER OVERVIEW

- Net sales were $1.237 billion for the period, compared to $1.378 billion in the prior year’s first quarter.
- Selling, general and administrative (“SG&A”) expenses were $345.7 million, or 27.9% of net sales for the period, compared to $452.2 million, or 32.8% of net sales, in the prior year’s first quarter.
- Net loss was $50.5 million for the period, compared to a net loss of $157.9 million for the prior year’s first quarter.
- Transition costs related to European restructuring efforts were $14.5 million for the period. For the second quarter, the Company will continue to incur transition charges.
- Cash, cash equivalents and marketable securities were $1.310 billion at the close of the quarter.
- Long-term debt remains limited to one low-interest, unsecured term loan associated with the French government’s response to COVID-19.

The Company will not be holding a conference call today. Stockholders can review the Company’s Form 10-Q.

NON-GAAP MEASURES AND OTHER METRICS

As a supplement to the Company’s financial results presented in accordance with U.S. generally accepted accounting principles (“GAAP”), GameStop may use certain non-GAAP measures, such as adjusted SG&A expense, adjusted operating income (loss), adjusted net income (loss), adjusted earnings (loss) per share, adjusted EBITDA and free cash flow. The Company believes these non-GAAP financial measures provide useful information to investors in evaluating the Company’s core operating performance. Adjusted SG&A expense, adjusted operating income (loss), adjusted net income (loss), adjusted earnings (loss) per share and adjusted EBITDA exclude the effect of items such as certain transformation costs, asset impairments, severance, as well as divestiture costs. Free cash flow excludes capital expenditures otherwise included in net cash flows from (used in) operating activities. The Company’s definition and calculation of non-GAAP financial measures may differ from that of other companies. Non-GAAP financial measures should be viewed as supplementing, and not as an alternative or substitute for, the Company’s financial results prepared in accordance with GAAP. Certain of the items that may be excluded or included in non-GAAP financial measures may be significant items that could impact the Company’s financial position, results of operations or cash flows and should therefore be considered in assessing the Company’s actual and future financial condition and performance.

CAUTIONARY STATEMENT REGARDING FORWARD-LOOKING STATEMENTS - SAFE HARBOR

This press release contains forward-looking statements within the meaning of the Private Securities Litigation Reform Act of 1995. Such statements are based upon management's current beliefs, views, estimates and expectations, including as to the Company's industry, business strategy, goals and expectations concerning its market position, strategic and transformation initiatives, future operations, margins, profitability, sales growth, capital expenditures, liquidity, capital resources, expansion of technology expertise, and other financial and operating information, including expectations as to future operating profit improvement. Such statements include without limitation those about the Company's expectations for fiscal 2023, future financial and operating results, projections and other statements that are not historical facts. Forward-looking statements are subject to significant risks and uncertainties and actual developments, business decisions, outcomes and results may differ materially from those reflected or described in the forward-looking statements. The following factors, among others, could cause actual developments, business decisions, outcomes and results to differ materially from those reflected or described in the forward-looking statements: economic, social, and political conditions in the markets in which we operate; the competitive nature of the Company's industry; the cyclicality of the video game industry; the Company's dependence on the timely delivery of new and innovative products from its vendors; the impact of technological advances in the video game industry and related changes in consumer behavior on the Company's sales; interruptions to the Company's supply chain or the supply chain of our suppliers; the Company's dependence on sales during the holiday selling season; the Company's ability to obtain favorable terms from its current and future suppliers and service providers; the Company's ability to anticipate, identify and react to trends in pop culture with regard to its sales of collectibles; the Company's ability to maintain strong retail and ecommerce experiences for its customers; the Company's ability to keep pace with changing industry technology and consumer preferences; the Company's ability to manage its profitability and cost reduction initiatives; turnover in senior management or the Company's ability to attract and retain qualified personnel; potential damage to the Company's reputation or customers' perception of the Company; risks associated with new digital asset products and services; the Company's ability to maintain the security or privacy of its customer, associate or Company information; occurrence of weather events, natural disasters, public health crises and other unexpected events; potential failure or inadequacy of the Company's computerized systems; the ability of the Company's third party delivery services to deliver products to the Company's retail locations, fulfillment centers and consumers and changes in the terms the Company has with such service providers; the ability and willingness of the Company's vendors to provide marketing and merchandising support at historical or anticipated levels; restrictions on the Company's ability to purchase and sell pre-owned products; the Company's ability to renew or enter into new leases on favorable terms; the potential monetary losses, user disputes, reputational harm and regulatory scrutiny from any hacking, social engineering or other cyber attacks in connection with digital assets; the potential failure or inadequacy of the Company's or its third party partners' systems or blockchain networks related to the Company's digital asset products and services; the unique risks and challenges related to content moderation and control from peer-to-peer NFT marketplaces; unfavorable changes in the Company's global tax rate; legislative actions; the Company's ability to comply with federal, state, local and international laws and regulations and statutes; the evolution of government regulation related to the Company's business initiatives; potential future litigation and other legal proceedings; potential legal, regulatory and other actions arising from the Company's digital asset products and services; potential investigations or litigation arising from the Company's digital asset investments, products or services; potential exposure to litigation arising from violations of law by third parties using the Company's digital asset products or services; potential unfavorable development regarding treatment of digital assets under U.S. and foreign tax laws; the Company's ability to comply with anti-money laundering and sanctions laws in connection with its digital asset products and services; volatility in the Company's stock price, including volatility due to potential short squeezes; continued high degrees of media coverage by third parties; the availability and future sales of substantial amounts of the Company's Class A common stock; fluctuations in the Company's results of operations from quarter to quarter; the restrictions contained in the agreement governing the Company's revolving credit facility; the Company's ability to generate sufficient cash flow to fund its operations; the Company's ability to incur additional debt; the Company's ability to implement a new ERP system; the Company's ability to maintain effective control over financial reporting; and the effects of recent developments on the price of digital assets and reputation of the digital asset industry.

Additional factors that could cause results to differ materially from those reflected or described in the forward-looking statements can be found in GameStop's most recent Annual Report on Form 10-K filed with the SEC on March 28, 2023, in GameStop's Quarterly Report on Form 10-Q filed the date hereof, and other filings made from time to time with the SEC and available at www.sec.gov or on the Company's investor relations website (https://investor.gamestop.com). Forward-looking statements contained in this press release speak only as of the date of this press release. The Company undertakes no obligation to publicly update any forward-looking statement, whether as a result of new information, future developments or otherwise, except as may be required by any applicable securities laws.

GameStop Corp.
Consolidated Statements of Operations
(in millions, except per share data)

(unaudited)

	13 Weeks ended April 29, 2023	13 Weeks ended April 30, 2022
Net sales	$ 1,237.1	$ 1,378.4
Cost of sales	949.8	1,079.9
Gross profit	287.3	298.5
Selling, general and administrative expenses	345.7	452.2
Operating loss	(58.4)	(153.7)
Interest (income) expense	(9.7)	0.7
Other expense, net	1.9	—
Loss before income taxes	(50.6)	(154.4)
Income tax (benefit) expense	(0.1)	3.5
Net loss	$ (50.5)	$ (157.9)
Loss per share:		
Basic loss per share	$ (0.17)	$ (0.52)
Diluted loss per share	(0.17)	(0.52)
Weighted-average common shares outstanding:		
Basic	304.5	303.6
Diluted	304.5	303.6
Percentage of Net Sales:		
Net sales	100.0%	100.0%
Cost of sales	76.8	78.3
Gross profit	23.2	21.7
Selling, general and administrative expenses	27.9	32.8
Operating loss	(4.7)	(11.1)
Interest (income) expense	(0.8)	0.1
Other expense, net	0.2	—
Loss before income taxes	(4.1)	(11.2)
Income tax (benefit) expense	—	0.3
Net loss	(4.1)%	(11.5)%

GameStop Corp.
Condensed Consolidated Balance Sheets
(in millions)

(unaudited)

	April 29, 2023	April 30, 2022
ASSETS:		
Current assets:		
Cash and cash equivalents	$ 1,057.0	$ 1,035.0
Marketable securities	253.1	—
Receivables, net of allowance of $2.2 and $3.5, respectively	119.2	103.4
Merchandise inventories	759.5	917.6
Prepaid expenses and other current assets	65.8	273.6
Total current assets	2,254.6	2,329.6
Property and equipment, net of accumulated depreciation of $988.3 and $993.6, respectively	123.6	157.4
Operating lease right-of-use assets	595.8	568.7
Deferred income taxes	17.5	16.7
Other noncurrent assets	78.7	53.1
Total assets	$ 3,070.2	$ 3,125.5
LIABILITIES AND STOCKHOLDERS' EQUITY:		
Current liabilities:		
Accounts payable	$ 561.4	$ 386.8
Accrued liabilities and other current liabilities	546.4	533.3
Current portion of operating lease liabilities	200.8	200.3
Current portion of long-term debt	10.9	6.5
Total current liabilities	1,319.5	1,126.9
Long-term debt, net	26.3	35.7
Operating lease liabilities	412.5	374.5
Other long-term liabilities	40.3	137.7
Total liabilities	1,798.6	1,674.8
Total stockholders' equity	1,271.6	1,450.7
Total liabilities and stockholders' equity	$ 3,070.2	$ 3,125.5

GameStop Corp.
Condensed Consolidated Statements of Cash Flows
(in millions)
(unaudited)

	13 Weeks ended April 29, 2023	13 Weeks ended April 30, 2022
Cash flows from operating activities:		
Net loss	$ (50.5)	$ (157.9)
Adjustments to reconcile net loss to net cash flows from operating activities:		
Depreciation and amortization	13.7	17.1
Stock-based compensation expense	7.9	11.1
Gain on sale of digital assets	—	(6.9)
Digital asset impairments	—	33.7
Loss on disposal of property and equipment, net	0.6	0.4
Other	0.2	(4.8)
Changes in operating assets and liabilities:		
Receivables, net	35.6	36.3
Merchandise inventories	(83.1)	(9.9)
Prepaid expenses and other current assets	(4.0)	(30.3)
Prepaid income taxes and income taxes payable	(0.2)	3.5
Accounts payable and accrued liabilities	(22.3)	(179.8)
Operating lease right-of-use assets and liabilities	(0.6)	(16.4)
Net cash flows used in operating activities	(102.7)	(303.9)
Cash flows from investing activities:		
Proceeds from sale of digital assets	1.3	76.9
Purchases of marketable securities	(211.0)	—
Proceeds from the maturities and sales of marketable securities	212.2	—
Capital expenditures	(9.1)	(10.8)
Other	(0.1)	—
Net cash flows (used in) provided by investing activities	(6.7)	66.1
Cash flows from financing activities:		
Settlements of stock-based awards	(0.1)	(1.1)
Repayments of French term loans	(2.7)	—
Net cash flows used in financing activities	(2.8)	(1.1)
Exchange rate effect on cash, cash equivalents and restricted cash	(4.0)	2.6
Decrease in cash, cash equivalents and restricted cash	(116.2)	(236.3)
Cash, cash equivalents and restricted cash at beginning of period	1,196.0	1,319.9
Cash, cash equivalents and restricted cash at end of period	$ 1,079.8	$ 1,083.6

Schedule I
Sales Mix
(in millions)
(unaudited)

Net Sales:	13 Weeks ended April 29, 2023 Net Sales	13 Weeks ended April 29, 2023 Percent of Total	13 Weeks ended April 30, 2022 Net Sales	13 Weeks ended April 30, 2022 Percent of Total
Hardware and accessories (1)	$ 725.8	58.7%	$ 673.8	48.9%
Software (2)	338.3	27.3	483.7	35.1
Collectibles	173.0	14.0	220.9	16.0
Total	$1,237.1	100.0%	$1,378.4	100.0%

(1) Includes sales of new and pre-owned hardware, accessories, hardware bundles in which hardware and digital or physical software are sold together in a single SKU, interactive game figures, strategy guides, mobile and consumer electronics.
(2) Includes sales of new and pre-owned video game software, digital software and PC entertainment software.

GameStop Corp.
Schedule II
(in millions, except per share data)
(unaudited)

Non-GAAP results

The following tables reconcile the Company's selling, general and administrative expenses ("SG&A expense"), operating loss, net loss and loss per share as presented in its unaudited consolidated statements of operations and prepared in accordance with U.S. generally accepted accounting principles ("GAAP") to its adjusted SG&A expense, adjusted operating loss, adjusted net loss, adjusted EBITDA and adjusted loss per share. The diluted weighted-average shares outstanding used to calculate adjusted earnings per share may differ from GAAP weighted-average shares outstanding. Under GAAP, basic and diluted weighted-average shares outstanding are the same in periods where there is a net loss. The reconciliations below are from continuing operations only.

	13 Weeks Ended April 29, 2023	13 Weeks Ended April 30, 2022
Adjusted SG&A expense		
SG&A expense	$ 345.7	$ 452.2
Transformation costs[1]	(7.2)	—
Adjusted SG&A expense	$ 338.5	$ 452.2
Adjusted Operating Loss		
Operating loss	$ (58.4)	$ (153.7)
Transformation costs[1]	7.2	—
Adjusted operating loss	$ (51.2)	$ (153.7)
Adjusted Net Loss		
Net loss	$ (50.5)	$ (157.9)
Transformation costs[1]	7.2	—
Divestitures and other[2]	1.0	—
Adjusted net loss	$ (42.3)	$ (157.9)
Adjusted loss per share		
Basic	$ (0.14)	$ (0.52)
Diluted	(0.14)	(0.52)
Number of shares used in adjusted calculation		
Basic	304.5	303.6
Diluted	304.5	303.6

(1) Transformation costs include severance, net stock-based compensation of $0.8 million related to our workforce optimization efforts in the U.S., inventory write downs, and other costs in connection with our transformation initiatives. This amount excludes accelerated lease amortization and fixed asset costs of $5.5 million which have not been factored into our non-GAAP measures.

(2) Divestitures and other includes a net loss from our divestiture of business operations in Switzerland.

	13 Weeks Ended April 29, 2023	13 Weeks Ended April 30, 2022
Reconciliation of Net Loss to Adjusted EBITDA		
Net loss	$ (50.5)	$ (157.9)
Interest (income) expense, net	(9.7)	0.7
Depreciation and amortization	13.7	17.1
Income tax (benefit) expense	(0.1)	3.5
EBITDA	$ (46.6)	$ (136.6)
Stock-based compensation	9.0	11.1
Transformation costs(1)	7.2	—
Divestitures and other(2)	1.0	—
Adjusted EBITDA	$ (29.4)	$ (125.5)

(1) Transformation costs include severance, net stock-based compensation of $0.8 million related to our workforce optimization efforts in the U.S., inventory write downs, and other costs in connection with our transformation initiatives. This amount excludes accelerated lease amortization and fixed asset costs of $5.5 million which have not been factored into our non-GAAP measures.

(2) Divestitures and other includes a net loss from our divestiture of business operations in Switzerland.

GameStop Corp.
Schedule III
(in millions)
(unaudited)

Non-GAAP results

The following table reconciles the Company's cash flows provided by operating activities as presented in its unaudited Consolidated Statements of Cash Flows and prepared in accordance with GAAP to its free cash flow. Free cash flow is considered a non-GAAP financial measure. Management believes, however, that free cash flow, which measures our ability to generate additional cash from our business operations, is an important financial measure for use by investors in evaluating the company's financial performance.

	13 Weeks Ended April 29, 2023	13 Weeks Ended April 30, 2022
Net cash flows used in operating activities	$ (102.7)	$ (303.9)
Capital expenditures	(9.1)	(10.8)
Free cash flow	$ (111.8)	$ (314.7)

Non-GAAP Measures and Other Metrics

Adjusted EBITDA, adjusted SG&A expense, adjusted operating loss and adjusted net loss per share are supplemental financial measures of the Company's performance that are not required by, or presented in accordance with, GAAP. We believe that the presentation of these non-GAAP financial measures provide useful information to investors in assessing our financial condition and results of operations. We define adjusted EBITDA as net income (loss) before income taxes, plus interest expense, net and depreciation and amortization, excluding stock-based compensation, certain transformation costs, business divestitures, asset impairments, severance and other non-cash charges. Net income (loss) is the GAAP financial measure most directly comparable to adjusted EBITDA. Our non-GAAP financial measures should not be considered as an alternative to the most directly comparable GAAP financial measure. Furthermore, non-GAAP financial measures have limitations as an analytical tool because they exclude some but not all items that affect the most directly comparable GAAP financial measures. Some of these limitations include:

- certain items excluded from adjusted EBITDA are significant components in understanding and assessing a company's financial performance, such as a company's cost of capital and tax structure;
- adjusted EBITDA does not reflect our cash expenditures or future requirements for capital expenditures or contractual commitments;
- adjusted EBITDA does not reflect changes in, or cash requirements for, our working capital needs;
- although depreciation and amortization are non-cash charges, the assets being depreciated and amortized will often have to be replaced in the future, and adjusted EBITDA does not reflect any cash requirements for such replacements; and
- our computations of adjusted EBITDA may not be comparable to other similarly titled measures of other companies.

We compensate for the limitations of adjusted EBITDA, adjusted SG&A expense, adjusted operating loss, adjusted net loss and adjusted loss per share as analytical tools by reviewing the comparable GAAP financial measure, understanding the differences between the GAAP and non-GAAP financial measures and incorporating these data points into our decision-making process. Adjusted EBITDA, adjusted SG&A expense, adjusted operating loss, adjusted net loss and adjusted net loss per share are provided in addition to, and not as an alternative to, the Company's financial results prepared in accordance with GAAP, and should not be considered in isolation or as a substitute for analysis of our results as reported under GAAP. Because adjusted EBITDA, adjusted SG&A expense, adjusted operating loss, adjusted net income and adjusted earnings (loss) per share may be defined and determined differently by other companies in our industry, our definitions of these non-GAAP financial measures may not be comparable to similarly titled measures of other companies, thereby diminishing their utility.

Contact

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Exhibit 99.2

GameStop Announces Election of Ryan Cohen as Executive Chairman

GRAPEVINE, Texas—(BUSINESS WIRE)—June 7, 2023—GameStop Corp. (NYSE: GME) (“GameStop” or the “Company”) today disclosed that its Board of Directors has elected Ryan Cohen as Executive Chairman, effective immediately. Mr. Cohen’s responsibilities include capital allocation and overseeing management.

In conjunction, the Company’s former CEO has been terminated.

Contacts

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