

**NOTICE OF PROPOSED CLASS ACTION SETTLEMENT**

**If you purchased a valid copy of *Grand Theft Auto: San Andreas* before July 20, 2005, you may be eligible to claim benefits - including cash - from a class action settlement.**

*A federal court authorized this Notice. This is not a solicitation from a lawyer.*

- A proposed settlement of a class action lawsuit will provide replacement discs and/or cash to consumers who purchased a valid copy of the *Grand Theft Auto: San Andreas* video game.
- The Plaintiffs in the lawsuit claim that copies of the *Grand Theft Auto: San Andreas* video game manufactured before July 20, 2005 contained elements that could be modified to display scenes of a sexual nature that have come to be referred to as the “Hot Coffee” content.
- You may receive a replacement of the *Grand Theft Auto: San Andreas* disc or cash benefits as described below:

<b>AVAILABLE BENEFITS:</b>	
<b>If you have and submit:</b>	<b>What you may get:</b>
<b><i>Grand Theft Auto: San Andreas</i> First Edition Disc:</b>	Replacement Disc
<b>Detailed Store Receipt</b>	Cash payment up to \$35.00
<b>General Credit Card Statement or Check</b>	Cash payment up to \$17.50
<b>Disc/Purchase Details</b>	Cash payment up to \$10.00
<b>No Disc/Purchase Details</b>	Cash payment up to \$5.00

**Note:** You must meet certain criteria to qualify for the above Benefits. These criteria are described in greater detail in this Notice.

- The Court still has to decide whether to approve the settlement. Settlement benefits will be provided if the Court approves the settlement and after appeals, if any, are resolved. Please be patient.
- Your legal rights are affected whether you act or don't act. Read this Notice carefully.
- These rights and options — **and the deadlines to exercise them** — are explained in this Notice.

<b>YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT:</b>	
<b>SUBMIT A CLAIM FORM</b>	The only way to qualify for the exchange program, cash benefits, or both.
<b>EXCLUDE YOURSELF</b>	Get no exchange disc or cash benefits. This is the only option that allows you to ever be part of any other lawsuit against the Defendants about the legal claims being resolved in this case.
<b>OBJECT</b>	Write to the Court about why you don't like the settlement.
<b>GO TO A HEARING</b>	Ask to speak in Court about the fairness of the settlement.
<b>DO NOTHING</b>	Do not attempt to qualify for an exchange disc or cash benefits. Give up certain legal rights.

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## BASIC INFORMATION

The companies that released the video game *Grand Theft Auto: San Andreas* were sued. The people who sued are called Plaintiffs, and the companies they sued (Take-Two Interactive Software, Inc., and Rockstar Games, Inc.) are called Defendants.

### 1. **Why did I get this notice package?**

You may have purchased *Grand Theft Auto: San Andreas First Edition* before July 20, 2005, and if so, you have the right to know about a proposed settlement of a class action lawsuit involving this game. This notice package explains the lawsuit, the settlement, your legal rights, what benefits are available, who is eligible for them, and how to get them.

The Court in charge of this case directed that this Notice be provided to you because you have a right to know about a proposed settlement of a class action lawsuit before the Court decides whether to approve the Settlement. This Notice provides details on what options you have in response to this Settlement, and how to claim benefits provided by the Settlement.

### 2. **What is this lawsuit about?**

Plaintiffs claim that copies of *Grand Theft Auto: San Andreas First Edition* manufactured before July 20, 2005 contained parts that could be modified and combined to display scenes of a sexual nature that have come to be referred to as the “Hot Coffee” content. According to Plaintiffs, the game should have been rated as “AO” (Adults Only) because of the Hot Coffee content. Plaintiffs claim that, by including the Hot Coffee content on the discs and marketing the game under an “M” (Mature) rating, Defendants violated consumer fraud statutes and misled consumers as to the game disc’s content.

Defendants do not dispute that the parts that were modified and combined to display the Hot Coffee content were present in the code of the game discs. However, Defendants vigorously deny each and every allegation of improper conduct, and they deny all liability.

### 3. **What is a class action?**

In a class action, one or more people called Class Representatives sue on behalf of a group of people with similar claims. All of these people together are called the “Class” or “Class Members.” One court resolves the issues for all Class Members.

### 4. **Why is there a settlement?**

A settlement is not an admission of any wrong doing by the Defendants. The Court or a jury did not make any decision in favor of the Plaintiffs or the Defendants. Instead, both sides mutually agreed to settle the claims. By settling, they both avoid the risks, delays, and costs of a trial, and the affected consumers will get some benefits. The Class Representatives and the attorneys believe this settlement is the best option for everyone in the Class.

## WHO IS IN THE SETTLEMENT

You *will* be a member of the Settlement Class, unless you exclude yourself, if you purchased a valid copy of the *Grand Theft Auto: San Andreas* video game in the United States before July 20, 2005. All of the Court’s orders will apply to you and legally bind you.

You are *not* a Settlement Class Member if you are:

- an authorized reseller of the game;
- a current or former employee of Defendants; and/or
- a person or entity that has previously released Defendants from liability concerning the claims in this case, between August, 2004 and the date on which the Court preliminarily approves this proposed settlement.

If you are still not sure whether you are a member of the Settlement Class, you can call the Claims Administrator toll-free at 1-800-409-0328 or visit [www.gtasettlement.com](http://www.gtasettlement.com) for more information.

## THE SETTLEMENT BENEFITS – WHAT YOU GET

Exchange Program: Any eligible Class Member with a *Grand Theft Auto: San Andreas* First Edition Disc may exchange their disc for a copy without the Hot Coffee content. This exchange covers the game disc only.

Cash: Class Members may also be eligible for different levels of cash benefits, as described in the next section.

Only one application for benefits will be honored per person, household or address.

## HOW YOU GET SETTLEMENT BENEFITS – SUBMITTING A CLAIM FORM

In order to receive any benefits – a replacement disc and/or cash – you must file a Claim Form and swear under penalty of perjury that you:

- Bought a *Grand Theft Auto: San Andreas* First Edition Disc before July 20, 2005;
- Were offended and upset by the ability of consumers to use third party software and/or hardware to modify and alter the *Grand Theft Auto: San Andreas* First Edition Disc to display the Hot Coffee content;
- Would not have bought the *Grand Theft Auto: San Andreas* First Edition Disc had you known that consumers could modify and alter the game content; and
- Upon learning the game could be modified and altered, would have returned it to the place of purchase for a refund if you thought this was possible.

A Claim Form is included with this Notice; you may also download a Claim Form at [www.gtasettlement.com](http://www.gtasettlement.com). Read the instructions carefully, fill out the form, and return the completed Claim Form by May 16, 2008.

### 5. How can I get a replacement disc?

In order to receive a replacement disc under the Exchange Program, you must file a Claim Form and return your original *Grand Theft Auto: San Andreas First Edition* (disc only, not the packaging) to the Claims Administrator. Shipping is available free of charge. A Claim Form and the instructions for sending your *Grand Theft Auto: San Andreas First Edition* disc to the Claims Administrator is included with this Notice. You may also file your claim online and receive instructions for the Exchange Program by going to [www.gtasettlement.com](http://www.gtasettlement.com).

### 6. How can I get cash benefits?

*In order to claim any cash benefits, you must sign under penalty of perjury that you meet the eligibility requirements outlined on the Claim Form.*

Cash benefits for Class Members are divided into four categories. A Settlement Class Member may claim only *one* of the following benefits under the Benefit Program.

- If you submit a detailed receipt clearly showing the purchase of *Grand Theft Auto: San Andreas* prior to July 20, 2005, you may receive a cash payment of up to 75% of the purchase price shown on the receipt, or Thirty-Five Dollars (\$35.00), whichever is less. This benefit will be available whether or not you participate in the Exchange Program.
- If you do not have a detailed proof of purchase, but you:
  - participate in the Exchange Program;
  - submit a copy of a credit card statement or canceled check showing a purchase at a seller of the game before July 20, 2005; and
  - attest under penalty of perjury that the game was purchased at the seller and on the date shown on the submitted credit card statement or check,you may receive a cash payment of up to 35% of the asserted purchase price, or Seventeen Dollars and Fifty Cents (\$17.50), whichever is less.
- If you do not have any proof of purchase of the game, but you participate in the Exchange Program and attest under penalty of perjury to the place and approximate date of your purchase, you may receive a benefit of Ten Dollars (\$10.00).

- If you do not have any proof of purchase of the game and no longer have the game disc, but attest under penalty of perjury to (a) the place and approximate date of your purchase and (b) the approximate date and manner in which you discarded the disc, you may receive a benefit of Five Dollars (\$5.00).

*All cash benefits may be pro-rated to a lesser amount, depending on the total number of people who claim benefits.*

## **7. When will I get my settlement benefits?**

You will receive your replacement disc and/or cash benefits six to eight weeks after the settlement is approved and becomes final.

## **RELEASE OF CLAIMS**

If the settlement is approved, you will give up the right to sue Defendants and other Released Parties on your own (or to be a part of any other lawsuit against Defendants and other Released Parties) concerning the claims that this Settlement resolves. The only way to keep this right is to exclude yourself from the Settlement (see below).

For complete details of the Release of Claims and Released Parties, please refer to the Settlement Agreement online at [www.gtasettlement.com](http://www.gtasettlement.com). You may also contact the Claims Administrator or Class Counsel directly (see below).

## **EXCLUDING YOURSELF FROM THE SETTLEMENT**

If you don't want a replacement disc or cash benefit, but you want to keep the right to sue (or continue to sue) the Defendants on your own over the legal issues in this case, then you must ask to be excluded from the Settlement. This is sometimes referred to as "opting out."

## **8. What happens if I exclude myself from the Settlement?**

If you exclude yourself from the Settlement Class, you will keep your right to sue the Defendants, but you will not be able to participate in the Exchange Program or receive the cash benefits from this Settlement. You will not be legally bound by anything that happens in this lawsuit.

If you exclude yourself, do not send in a Claim Form to ask for any of the settlement benefits. If you elect to receive any settlement benefits, you cannot also opt out.

## **9. If I don't exclude myself, can I sue the Defendants for the same thing later?**

No. Unless you exclude yourself, you give up any rights to sue the Defendants and the Released Parties for the claims that this settlement resolves. If you have a pending lawsuit bringing claims that this settlement resolves, speak to your lawyer in that case immediately. You must exclude yourself from *this* Settlement Class to continue your own lawsuit. Remember, the exclusion deadline is April 25, 2008.

## **10. How do I exclude myself?**

Send a letter by mail clearly indicating your name, address and telephone number and stating that you "request to be excluded from the Settlement Class in the 'Grand Theft Auto Video Game Consumer Litigation,'" and you must sign the letter. You must mail your exclusion request postmarked no later than April 25, 2008, to:

GTA: San Andreas 1st Edition Settlement Administrator  
P.O Box 1912  
Faribault, MN 55021-7167

You cannot exclude yourself over the phone or by email.

## THE LAWYERS REPRESENTING YOU

### 11. Do I have a lawyer in this case?

The Court ordered that the Lead Class Counsel, Seth R. Lesser, Esq., and Locks Law Firm, PLLC, together with the following law firms will represent you and the other Settlement Class Members: Harke & Clasby LLP; Bromberg Law Offices, P.C.; Burstein Law Firm, P.C.; Glancy Binkow & Goldberg, LLP; Nestor & Constance; Reinhardt Wendorf & Blanchfield and Williams Cuker & Berezofsky. These lawyers and law firms are called Class Counsel.

If you want to be represented by your own lawyer, you may hire one at your own expense.

### 12. How will Class Counsel be paid?

Class Counsel will ask the Court for an award of attorneys' fees and reimbursement of expenses in the total amount of \$1,000,000.00. This amount include approximately \$955,000 in attorneys' fees and approximately \$45,000 for reimbursement of expenses. Defendants has agreed to and will not oppose this request. A copy of the request, after it is filed with the Court, will be available at [www.gtasettlement.com](http://www.gtasettlement.com). The Court may consider the request at a Settlement Fairness Hearing on **June 25, 2008**. The amount of fees and expenses awarded to Plaintiffs' Counsel by the Court are separate and apart from any money and/or benefits made available to the Class or the Class Representatives and will not affect in any way the settlement benefits to which you are entitled.

## THE PLAINTIFFS

### 13. Will the Plaintiffs be paid something?

Yes. Class Counsel will also submit an application to the Court by May 23, 2008 to award incentive payments in an amount not to exceed \$5,000 to each of the four Plaintiffs who were deposed and originally put forward as potential class representatives in this Action. Plaintiffs will also request that the Court authorize incentive payments of not more than \$1,500 to each of the three other individual class action plaintiffs in this matter. Defendants will not oppose this request.

## OBJECTING TO THE SETTLEMENT

You can tell the Court that you don't agree with the settlement or some part of it.

### 14. What's the difference between objecting and excluding myself?

Objecting is simply telling the Court that you don't like something about the settlement. You can object only if you stay in the Settlement Class. Excluding yourself is telling the Court that you don't want to be part of the Settlement Class. If you exclude yourself, you cannot object because the case no longer affects you.

### 15. How do I object?

If you're a Settlement Class Member, you can object to the settlement or the motion for an award of attorneys' fees and reimbursement of expenses, if you wish. You can give reasons why you think the Court should not approve the settlement or an award of attorneys' fees and reimbursable expenses. The Court will consider your views.

To object, you must send a letter saying that you object to the proposed settlement in the *In re Grand Theft Auto Video Game Consumer Litigation*. You must include your name, address, telephone number, and your signature. You must also state the reasons why you object. Mail copies of the objection to each of the following addresses, postmarked no later than April 25, 2008:

#### **COURT**

Clerk of the Court  
United States District Court  
Daniel Patrick Moynihan  
United States Courthouse  
500 Pearl Street  
New York, NY 10007-1312

#### **CLASS COUNSEL**

LOCKS LAW FIRM PLLC  
Seth R. Lesser  
110 East 55<sup>th</sup> Street  
New York, NY 10022  
Tel: (888) 8LLF NYC

#### **DEFENSE COUNSEL**

DEBEVOISE & PLIMPTON LLP  
Jeffrey S. Jacobson  
919 Third Avenue  
New York, NY 10022  
Tel: (212) 909-6000

## THE COURT'S SETTLEMENT HEARING

United States District Court Judge Shirley Wohl Kram is in charge of this case. The case was filed in the United States District Court for the Southern District of New York, located at 500 Pearl Street, New York, New York. The case number is 1:06-md-1739.

**Please do not call the Court or the Judge about this case.**

The court will hold a hearing to decide whether to approve the settlement. You may attend the hearing (at your own expense) and you may ask to speak, but you don't have to. Class Counsel will answer any questions the Court may have. You may also pay your own lawyer to attend, but it's not necessary.

### **16. When and where will the Court decide whether to approve the settlement?**

The Court will hold a Settlement Fairness Hearing at **10:30 a.m.** on **June 25, 2008**, at the United States District Court, for the Southern District of New York. At this hearing, the Court will consider whether the settlement is fair, reasonable and adequate. If there are objections, the Court will consider them. The Court will listen to people who have asked to speak at the hearing. The Court may also decide how much to pay to Plaintiffs' counsel. After the hearing, the Court will decide whether to approve the settlement.

### **17. May I speak at the hearing?**

You may ask the Court for permission to speak at the Fairness Hearing. To do so, you must include with your objection (described above) the statement, "I hereby give notice that I intend to appear at the Fairness Hearing in '*In re Grand Theft Auto Video Game Consumer Litigation*'." Be sure to include your name, address, telephone number, and your signature. If you intend to have any witnesses testify or to introduce any evidence at the Fairness Hearing, you must list the witnesses and evidence in your objection.

Your Notice of Intention to Appear must be postmarked no later than April 25, 2008, and be sent to the Clerk of the Court, Class Counsel, and Defense Counsel, at the addresses above.

You cannot speak at the hearing if you excluded yourself.

## **IF YOU DO NOTHING**

If you do nothing and do not submit a Proof of Claim form, you will not be able to receive any settlement benefits, and you will lose your right to start or continue a lawsuit against the Defendants about the claims that this settlement resolves.

## **GETTING MORE INFORMATION**

This Notice summarizes the proposed settlement. More details are available in the Settlement Agreement, which you can read in its entirety by visiting [www.gtasettlement.com](http://www.gtasettlement.com).

You can also call the Claims Administrator at 1-800-409-0328, toll free, with questions about submitting a Proof of Claim, or visit the website [www.gtasettlement.com](http://www.gtasettlement.com), where you will find answers to common questions about the settlement, a Claim form, and other information to help you determine whether you are a Settlement Class Member and whether you are eligible for certain benefits.

Any other questions should be directed to Class Counsel, whose address is listed above.

**Grand Theft Auto: San Andreas Settlement**  
**PROOF OF CLAIM FORM**

**Only one Proof of Claim Form for benefits will be honored per person, household or address.**  
**Your claim form must be mailed and postmarked no later than May 16, 2008.**

**PART 1 – INFORMATION ABOUT YOU, THE CLAIMANT**

All items marked with an asterisk (\*) are required.

*Name: _____	
*Address: _____	
*City: _____	*State: _____ *Zip Code: _____
Email: _____	Telephone: (____) _____ - _____

**PART 2 – CASH BENEFIT PROGRAM**

**Choose ONE of the six (6) options below that best describes your claim and follow the instructions.**

**Option 1 - Detailed Store Receipt:**

- Yes. I do have and will submit a copy of a detailed receipt clearly showing my purchase of *Grand Theft Auto: San Andreas* prior to July 20, 2005. I will send a copy of my detailed receipt to the Claims Administrator for processing in order to receive a cash payment of up to 75% of the purchase price shown on the receipt, or \$35.00\*, whichever is less. I understand that this benefit is available to me whether or not I participate in the exchange program.

Name of the store reflected on the receipt: \_\_\_\_\_

Date of the receipt: \_\_\_\_ / \_\_\_\_ / \_\_\_\_      Purchase price on receipt: \$ \_\_\_\_\_

**Option 2 - General Credit Card Statement:**

- Yes. I do have and will submit a copy of a credit card statement showing my purchase at a seller of *Grand Theft Auto: San Andreas* prior to July 20, 2005. I will send a copy of the credit card statement to the Claims Administrator for processing, in order to receive a cash payment of up to 35% of the asserted purchase price, or \$17.50\*, whichever is less.

*I understand that I must also submit the disc itself (disc only) as part of the exchange program.*

Type of Credit Card: \_\_\_\_\_ Date of Purchase: \_\_\_\_ / \_\_\_\_ / \_\_\_\_

Name of Store Reflected on Statement: \_\_\_\_\_ Purchase Price: \$ \_\_\_\_\_

**Option 3 – Cancelled Check:**

- Yes. I do have and will submit a copy of a cancelled check showing my purchase at a seller of *Grand Theft Auto: San Andreas* prior to July 20, 2005. I will send a copy of the cancelled check to the Claims Administrator for processing, in order to receive a cash payment of up to 35% of the asserted purchase price, or \$17.50\*, whichever is less.

*I understand that I must also submit the disc itself (disc only) as part of the exchange program.*

Check Number: \_\_\_\_\_ Check Date: \_\_\_\_ / \_\_\_\_ / \_\_\_\_

Payee on Check: \_\_\_\_\_ Purchase Price: \$ \_\_\_\_\_



**PART 2 – CONTINUED**

**Option 4 – Participation in Exchange Program with No Proof of Purchase:**

- I do not have proof of purchase of the game but will return the disc itself as part of the exchange program, in order to receive a cash payment of \$10.00\*.

Store of Purchase: \_\_\_\_\_

Approximate Date of Purchase: \_\_\_\_ / \_\_\_\_ / \_\_\_\_

**Option 5 – Game Discarded with No Proof of Purchase:**

- I have discarded the game disc and do not have proof of purchase of the game, and would like to be eligible receive the \$5.00 benefit.

Store of Purchase: \_\_\_\_\_

Approximate Date of Purchase: \_\_\_\_ / \_\_\_\_ / \_\_\_\_

**Option 6 – Exchange of Game with No Cash Benefit:**

- If you are not eligible for these cash benefits, but would like to exchange your game (disc only), please choose this option.

**\*All cash benefits may be pro-rated to a lesser amount, depending on the total number of people who claim benefits. Details are set out fully in the notice package.**

**PART 3 – EXCHANGE PROGRAM:**

**\* If you have chosen option two, three, four, or six, you must have your original game disc and send it to the Settlement Administrator to be exchanged.**

Any Settlement Class Member who has chosen to submit a claim under option two, three, four, or six is required to participate in the exchange program. If you have chosen option one, you may choose to participate in the exchange program if you wish.

Grand Theft Auto: San Andreas First Edition game discs have one of the three following identification numbers on the underside of the disc. If your disc does not have one of the three numbers below, it is not a First Edition disc.

If you are participating in the exchange program, please check the underside of the disc and select the number below that matches your disc.

- Sony PlayStation2: pdss 015485A1**
- Microsoft XBOX: tt13002a**
- PC: 216941**

**PART 4 – CERTIFICATION UNDER PENALTY OF PERJURY:**

By submitting this form, you attest under penalty of perjury that: you bought a *Grand Theft Auto: San Andreas* First Edition Disc on or before July 20, 2005; you were offended and upset by the ability of consumers to modify and alter the disc to display the Hot Coffee content; you would not have bought the disc had you known that consumers could modify and alter it to display the Hot Coffee content; and, upon learning the game could be modified and altered, you would have returned it to the place of purchase for a refund if you thought this was possible.

DATED: \_\_\_\_\_, 2008      Submitted By: \_\_\_\_\_

Print Name

Signature

INSTRUCTIONS FOR MAILING THIS FORM

PLEASE RETURN THIS FORM WITH YOUR  
ORIGINAL GAME DISC AND/OR PROOF OF PURCHASE TO:

**GTA: San Andreas 1st Edition Settlement Administrator**  
**P.O Box 1912**  
**Faribault, MN 55021-7167**

YOUR CLAIM FORM MUST BE MAILED AND POSTMARKED NO LATER THAN MAY 16, 2008.

If you are sending us your original game disc, you can request a no-cost pre-paid label to return your original game disc. Please call us at 1-800-409-0328 to request your pre-paid label.

- ✓ If you selected Option 1 - Detailed Store Receipt, please provide:
  - A copy of the receipt from your game disc purchase (do not send originals)
- ✓ If you selected Option 2 - General Credit Card Statement, please provide:
  - A copy of a credit card statement reflecting your purchase (do not send originals), and
  - Original Game Disc
- ✓ If you selected Option 3 – Cancelled Check, please provide:
  - A copy of the cancelled check showing your purchase (do not send originals), and
  - Original Game Disc
- ✓ If you selected Option 4 – Participation in Exchange Program with no Proof of Purchase, please provide:
  - Original Game Disc
- ✓ If you selected Option 5 – Game discarded with no Proof of Purchase:
  - You are not required to submit any proof of purchase
- ✓ If you selected Option 6 – Exchange of Game with No Cash Benefit, please provide:
  - Original Game Disc

PLEASE NOTE ANY PROOF OF PURCHASE SENT WILL NOT BE RETURNED TO YOU.

Once we have received and verified your claim:

- 1) If you have requested a replacement game disc, we will process your request. Please allow 3-6 weeks after the Settlement is approved and is final for delivery of the replacement game disc.
- 2) If you have requested a cash payment, we will process your request. Please allow 3-6 weeks after the Settlement is approved and is final for delivery of your payment.

If your claim cannot be verified, you will receive a rejection notice within 3-6 weeks. If you receive a rejection notice, you may re-file your claim and submit the appropriate documents and/or disc before May 16, 2008.