

## NOTICE OF PENDENCY AND PROPOSED SETTLEMENT OF CLASS ACTION

**If you purchased THQ, Inc. common stock between May 3, 2011 and February 2, 2012, you could receive a payment from a class action settlement.**

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

- The proposed Settlement, if approved by the Court, will provide \$2,600,000 to pay claims from investors who bought THQ, Inc. (“THQ” or the “Company”) common stock between May 3, 2011 and February 2, 2012, both dates inclusive. If purchasers of all the 40.2 million of THQ shares submit claims, this will result in a recovery of approximately \$0.064 per share, *before* the deduction of attorneys’ fees, costs, and expenses, as approved by the Court.
- The Settlement resolves a U.S. lawsuit over whether THQ disseminated materially false and misleading statements and omissions with regards to THQ’s highly touted uDraw GameTablet (“uDraw”). The two sides disagree on whether the investors could have won at trial, and if so, how much money they could have won.
- Court-appointed lawyers for investors have litigated this matter on a contingent basis and advanced all expenses incurred on behalf of the Class. These lawyers will ask the Court for \$650,000 in attorneys’ fees (25% of the Settlement) and reimbursement for expenses of up to \$35,000 for their work litigating the case and negotiating the Settlement. If approved by the Court, these amounts will be deducted from the \$2,600,000 settlement (totaling \$0.047 per share assuming claims are submitted on behalf of 40.2 million shares).
- After deducting for any attorneys’ fees and expenses, the award to Lead Plaintiff, and administration costs, the estimated average recovery from the Settlement assuming claims are made on behalf of 40.2 million shares is \$0.044 per share.
- The Court has not yet approved the Settlement. Payments will be made only if the Court approves the Settlement and after any appeals are resolved. Please be patient.
- **Your legal rights are affected whether you act or don’t act. Read this Notice carefully.**

<b><u>YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT</u></b>	
<b>SUBMIT A CLAIM FORM NO LATER THAN OCTOBER 2, 2017</b>	The only way to get a payment if you have a Recognized Claim.
<b>EXCLUDE YOURSELF NO LATER THAN OCTOBER 2, 2017</b>	Get no payment. This is the only option that allows you to ever be part of any other lawsuit against the Released Parties about the Settled Claims.
<b>OBJECT NO LATER THAN OCTOBER 9, 2017</b>	Write to the Court about why you do not like the Settlement. You may, but are not required to, appear at the Final Approval Hearing.
<b>GO TO A HEARING</b>	You may ask to speak in Court about the fairness of the Settlement.
<b>DO NOTHING</b>	Get no payment. Give up rights.

**WHAT THIS NOTICE CONTAINS**

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## **BASIC INFORMATION**

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

You or someone in your family may have purchased or otherwise acquired shares of THQ common stock between May 3, 2011 and February 2, 2012, inclusive. The Court directed that this Notice be sent to potential Class Members because they have a right to know about a proposed settlement of a class action lawsuit, and about all of their options, before the Court decides whether to approve the Settlement. If the Court approves the Settlement and any appeals are resolved, an administrator appointed by the Court will make the payments that the Settlement allows.

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

Lead Plaintiff's First Amended Complaint (the "Amended Complaint"), filed on November 13, 2012, alleges that Defendants Brian J. Farrell and Paul J. Pucino ("Defendants") violated Sections 10(b) and Section 20(a) of the Exchange Act of 1934. According to the Amended Complaint, Defendants violated these statutes by disseminating false and misleading information concerning THQ's highly touted uDraw game. Specifically, the Amended Complaint alleges that Defendants assured investors that the market demand for the uDraw would "generate significant growth, profitability, and cash," and result in the "largest quarter" in the Company's history. However, within roughly one month of reiterating their confidence in the uDraw, Defendants lowered their expected net sales for the quarter by 25% due to weaker-than-expected uDraw sales. By early February 2012, Defendants revealed that uDraw sales were still far weaker than represented and, in fact, they would be ceasing production and distribution of the uDraw altogether as well as taking a \$30.3 million impairment charge. When this information became public, the Amended Complaint alleges that the share price fell and shareholders were damaged. The lawsuit seeks money damages against Defendants for alleged violations of the federal securities laws. Defendants have denied and continue to deny each and all of the claims and contentions alleged by the Lead Plaintiff in the Litigation. Defendants continue to assert that they did not violate Sections 10(b) and Section 20(a) of the Exchange Act of 1934, that they did not engage in any conduct that could give rise to any liability to Lead Plaintiff or the Settlement Class, that none of the claimed statements of omissions caused damages to Lead Plaintiff or the Settlement Class, and that none of the claimed misstatements or omissions were material.

### **3. Why is this a class action?**

In a class action, one or more people called Class Representatives (in this case, the Lead Plaintiff Michael Hernandez), sue on behalf of people who have similar claims. All persons with similar claims are Class Members, who together constitute the class. Bringing a case, such as this one, as a class action allows the collective adjudication of many similar claims that might be economically too small to bring in individual actions. One court resolves the issues for all Class Members, except for those who exclude themselves from the class. Judge Manuel L. Real of the Central District of California is overseeing this class action.

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

The Court did not decide in favor of Lead Plaintiff or Defendants. Instead, both sides have agreed to the Settlement. That way, they avoid the costs and risks of further litigation and trial. As explained above, Lead Plaintiff and his attorneys think the Settlement is best for all Class Members.

## **WHO IS PART OF THE SETTLEMENT?**

### **5. How do I know if I am part of the Settlement?**

The Court directed that, for the purposes of the proposed Settlement, everyone who fits this description is a Class Member: all Persons who purchased or otherwise acquired shares of THQ common stock on the public market between May 3, 2011 and February 2, 2012, inclusive.

### **6. Are there exceptions to being included?**

Excluded from the Settlement Class are Defendants and THQ, and each of their immediate family members, legal representatives, heirs, successors or assigns, and any entity in which any of the Defendants or THQ has or had a controlling interest. Also excluded from the Settlement Class are those Persons who timely and validly request exclusion from the Settlement Class pursuant to the Notice of Pendency and Proposed Settlement of Class Action to be sent to Class Members.

If one of the mutual funds in which you are invested purchased or otherwise acquired THQ common stock during the Settlement Class Period, that does not make you a Class Member. You are a Class Member only if you directly purchased or otherwise acquired THQ common stock during the Settlement Class Period. Contact your broker to see if you purchased or otherwise acquired THQ common stock during the Settlement Class Period.

If you **sold** but did not purchase THQ common stock during the Settlement Class Period, you are not a Class Member. You are a Class Member only if you **purchased or otherwise acquired** your shares during the Settlement Class Period.

**7. What if I am still not sure if I am included?**

If you are still not sure whether you are included, you can ask for free help. You can contact the Claims Administrator by writing to THQ Settlement, c/o RG/2 Claims Administration, P.O. Box 59479, Philadelphia, PA 19102-9479 for more information or by calling toll free to (866) 742-4955.

**WHAT ARE THE SETTLEMENT BENEFITS?**

**8. What does the Settlement provide?**

Defendants have agreed to create a \$2,600,000 fund to be distributed, after the payment of claims administration and notice costs and Lead Counsel’s attorneys’ fees and expenses as awarded by the Court, to all Class Members who send in a valid and timely Proof of Claim form.

In return, the Lead Plaintiff will agree to dismiss the Action with prejudice, and Lead Plaintiff and all Class Members who do not opt out agree to release, relinquish and discharge all Settled Claims (including Unknown Claims) against the Defendants and the Defendant Releasees, whether or not these Class Members execute and deliver the Proof of Claim and Release.

**9. How will the Settlement be allocated among the Settlement Class?**

The proposed settlement provides for a Settlement Amount of \$2,600,000 in cash. After payment of any attorneys’ fees and reimbursement of costs and expenses, and administrative fees (“Net Settlement Fund”), the Settlement Amount will be distributed to the Settlement Class according to the plan of allocation.

The objective of the plan of allocation is to equitably distribute the settlement proceeds to those Class Members who suffered economic losses as a proximate result of the alleged wrongdoing. The plan of allocation generally measures the amount of loss that a Class Member can claim for purposes of making *pro rata* allocations of the Net Settlement Fund to Authorized Claimants. The plan of allocation is not a formal damage analysis. The calculations made pursuant to the plan of allocation are not intended to be estimates of, nor indicative of, the amounts that Class Members might have been able to recover after a trial. Nor are the calculations pursuant to the plan of allocation intended to be estimates of the amounts that will be paid to Authorized Claimants pursuant to the Settlement. The computations under the plan of allocation are only a method to weigh the claims of Authorized Claimants against one another for the purposes of making *pro rata* allocations of the Net Settlement Fund.

If the sum total of Recognized Claims of all Authorized Claimants who are entitled to receive payment out of the Net Settlement Fund is greater than the Net Settlement Fund, each Authorized Claimant shall receive his, her, or its *pro rata* share of the Net Settlement Fund. The *pro rata* share shall be the Authorized Claimant’s Recognized Claim divided by the total Recognized Claims of all Authorized Claimants, multiplied by the total amount in the Net Settlement Fund.

If the Net Settlement Fund exceeds the sum total amount of the Recognized Claims of all Authorized Claimants entitled to receive payment out of the Net Settlement Fund, the excess amount in the Net Settlement Fund shall be distributed *pro rata* to all Authorized Claimants entitled to receive payment.

The Claims Administrator will use the following plan of allocation to determine how much each claimant is entitled to claim in Recognized Loss:

For each share of THQ common stock *purchased or otherwise acquired during the Class Period*, the amount of the claim will be:

<u>CLAIM AMOUNT</u>		<u>SOLD</u>		
		5/3/2011 - 12/7/2011	12/8/2011 - 2/2/2012	Retained on 2/3/2012
<u>PURCHASED</u>	5/3/2011 - 12/7/2011	\$0.00	\$0.52	\$0.75
	12/8/2011 - 2/2/2012	N/A	\$0.00	\$0.23

- i. For any shares you sold before December 8, 2011, your Recognized Claim is \$0. The truth concerning Defendants' violations did not emerge until after hours on December 7, 2011, and, therefore, any loss you may have sustained is not causally related to Defendants' alleged conduct;
- ii. For any shares you purchased after May 2, 2011 and retained on December 8, 2011 but then sold prior to February 3, 2012, then your Recognized Claim is equal to the number of these shares multiplied by the decline in THQ's stock price immediately following THQ's disclosures on December 7, 2011, or \$0.52 per share;
- iii. For any shares you purchased after December 7, 2011 and then retained through the end of the Class Period on February 2, 2012, then your Recognized Claim is equal to the number of these shares multiplied by the decline in THQ's stock price immediately following THQ's disclosures on February 2, 2012, or \$0.23 per share;
- iv. For any shares you purchased between May 3, 2011 and December 7, 2011, and retained through the end of the Class Period on February 2, 2012, then your Recognized Claim is equal to the number of these shares multiplied by the total decline in THQ's stock price immediately following THQ's disclosures on December 7, 2011 and February 2, 2012, or \$0.75 per share;
- v. For any shares you purchased after December 7, 2011 but then sold prior to February 3, 2012, your Recognized Claim is \$0 because you did not retain these shares during a time when the decline in value was causally related to Defendants' alleged conduct.

### **10. How much will my payment be?**

If you are entitled to a payment, your share of the Settlement Fund will depend on the number of Class Members who submit valid Proofs of Claim (the "Authorized Claimants"). Payments will be calculated on a *pro rata* basis, meaning that the Settlement Fund (less all administrative costs, including the costs of notice, attorneys' fees and expenses) will be divided among the Authorized Claimants and distributed accordingly after the deadline for submission of Proof of Claim forms has passed.

Claims which result in payment of less than \$10 will be deemed to be *de minimus* and will not be issued. No claims will be calculated for any purchase of THQ common stock to cover a short sale.

To the extent that any amount of the Settlement Fund remains after the Claims Administrator has caused distributions to be made to all Authorized Claimants, whether by reason of uncashed distributions or otherwise, then, after the Claims Administrator has made reasonable and diligent efforts to have Authorized Claimants cash their distributions, any balance remaining in the Settlement Fund six (6) months after the initial distribution of such funds shall be redistributed to Authorized Claimants who have cashed their initial distributions, after payment of any unpaid costs or fees incurred in administering the Settlement Fund for such redistribution if Lead Counsel, in consultation with the Claims Administrator, determines that additional redistributions, after deduction of any additional fees and expenses that would be incurred with respect to such redistribution, would be cost-effective. At such time as it is determined that the redistribution of funds remaining in the Settlement Fund is not cost-effective, the remaining balance in the Settlement Fund shall be contributed to non-sectarian, not-for-profit 501(c)(3) organization(s), to be recommended by Lead Counsel and approved by the Court.

### **HOW CAN YOU RECEIVE A PAYMENT?**

#### **11. How can I get a payment?**

To qualify for a payment, you must send in a Proof of Claim form. A Proof of Claim form accompanies this Notice. You may also download a Proof of Claim form from the Claims Administrator's website, [www.rg2claims.com/THQ.html](http://www.rg2claims.com/THQ.html). Read the instructions carefully, fill out the Proof of Claim form, include all the documents the form asks for, sign it, and mail it postmarked no later than October 2, 2017. Any Class Member who fails to submit a Proof of Claim by such date shall be forever barred from receiving any distribution from the Settlement Fund (unless by order of the Court the deadline to submit a Proof of Claim is extended or such Class Member's Proof of Claim is accepted), but otherwise shall be bound by all of the terms of the Stipulation and the Settlement, including the releases in the Stipulation, and will be permanently barred and enjoined from bringing any action against any and all Defendants and released persons concerning any and all of Lead Plaintiff's Settled Claims.

#### **12. When would I get my payment?**

The Court will hold a hearing on November 6, 2017, to decide whether to approve the Settlement. If the Settlement is approved, the Claims Administrator will complete the administration process and determine how much each Authorized Claimant is entitled to receive. Lead Counsel will then seek permission from the Court to distribute the Settlement Amount on a *pro rata* basis to Authorized Claimants. This may take several months.

### 13. What am I giving up to get a payment?

Unless you exclude yourself, you will remain a Class Member, and that means that, upon the “Effective Date,” you will release all “Settled Claims” against the “Defendant Releasees.”

The “Effective Date” will occur when an Order entered by the Court approving the Settlement becomes final and not subject to appeal and when all conditions of the Stipulation have been met.

“Defendant Releasees” means (1) Defendants, (2) Defendants’ Counsel, (3) with regard to Brian J. Farrell and Paul J. Pucino, each individual’s spouses, marital communities, immediate family members, heirs, executors, personal representatives, estates, administrators, trusts, predecessors, successors, and assigns or other individual or entity in which either Brian J. Farrell or Paul J. Pucino has a controlling interest, and each and all of their respective past or present officers, directors, employees, agents, affiliates, parents, subsidiaries, divisions, attorneys, accountants, auditors, advisors, insurers, co-insurers, re-insurers, heirs, executors, personal representatives, estates, administrators, trusts, predecessors, successors, and assigns; and each of Brian J. Farrell’s and Paul J. Pucino’s present and former attorneys, legal representatives, insurers, and assigns in connection with the Action.

“Settled Claims” means any and all claims, rights, demands, obligations, controversies, debts, damages, losses, causes of action and liabilities of any kind or nature whatsoever (including, but not limited to, any claims for damages, restitution, rescission, interest, attorneys’ fees, expert or consulting fees, and any other costs, expenses, or liability whatsoever), whether based on federal, state, local, statutory, or common law or any other law, rule, or regulation, whether fixed or contingent, accrued, or un-accrued, liquidated or unliquidated, at law or in equity, matured or unmatured, or class or individual in nature (including both known and Unknown Claims) against Defendant Releasees, based on, arising out of, relating in any way to, or in connection with both (i) the facts, events, transactions, acts, occurrences, statements, representations, misrepresentations, or omissions which were or could have been alleged in the Action, and (ii) the purchase or acquisition of THQ common stock during the Class Period.

“Unknown Claims” means any and all Settled Claims which Lead Plaintiff in the Action or any Class Member does not know to exist in his, her, or its favor at the time of the release of Defendant Releasees, and any Defendants’ Claims which Defendants did not know to exist in their favor at the time of the release of the Released Plaintiff Parties, which if known might have affected the decision to enter into the Settlement or the decision not to object to the Settlement. With respect to any and all Settled Claims and Defendants’ Claims, the Settling Parties stipulate and agree that upon the Effective Date, Lead Plaintiff and Defendants shall expressly, and each Class Member shall be deemed to have, and by operation of the Judgment shall have, expressly waived the provisions, rights and benefits of Cal. Civ. Code § 1542, which provides:

A general release does not extend to claims which the creditor does not know or suspect to exist in his or her favor at the time of executing the release, which if known by him or her must have materially affected his or her settlement with the debtor.

Lead Plaintiff and Defendants shall expressly and each of the Class Members shall be deemed to have, and by operation of the Judgment shall have, expressly waived any and all provisions, rights, and benefits conferred by any law of any state or territory of the United States, or principle of common law, which is similar, comparable, or equivalent to California Civil Code § 1542. Lead Plaintiff and Class Members may hereafter discover facts in addition to or different from those which he, she, or it now knows or believes to be true with respect to the subject matter of the Settled Claims, but Lead Plaintiff shall expressly, fully, finally and forever settle and release, and each Class Member, upon the Effective Date, shall be deemed to have, and by operation of the Judgment shall have, fully, finally, and forever settled and released, any and all Settled Claims, known or unknown, suspected or unsuspected, contingent or non-contingent, whether or not concealed or hidden, which now exist, or heretofore have existed, or coming into existence in the future, including, but not limited to, conduct which is negligent, intentional, with or without malice, or a breach of any duty, law, or rule, without regard to the subsequent discovery or existence of such different or additional facts. Lead Plaintiff and Defendants acknowledge, and other Class Members by operation of law shall be deemed to have acknowledged, that the inclusion of “Unknown Claims” in the definition of Settled Claims and Defendants’ Claims was separately bargained for and was a key element of this Settlement.

If you remain a Class Member, all of the Court’s orders will apply to you and legally bind you.

### **EXCLUDING YOURSELF FROM THE SETTLEMENT**

If you do not want a payment from this Settlement, but you want to keep any right you may have to sue or continue to sue Defendants on your own about the Settled Claims, then you must take steps to exclude yourself—or as it is sometimes referred to, you must “opt out” of the Settlement Class.

#### **14. How do I exclude myself from the proposed Settlement?**

To exclude yourself from the Settlement Class, you must send a letter by mail stating that you “request exclusion from the Settlement Class in *Zaghian v. THQ Inc., et al*, 2:12-cv-05227-MLR-JEM (C.D. Cal.)” Your letter must state the date(s), price(s) and number(s) of shares of all your purchases, acquisitions and sales of THQ common stock during the Settlement Class Period. In addition, be sure to include your name, address, daytime telephone number and your signature. You must mail your exclusion request **postmarked no later than October 2, 2017** to the Claims Administrator at: THQ Settlement, c/o RG/2 Claims Administration, P.O. Box 59479, Philadelphia, PA 19102-9479.

**You cannot exclude yourself by telephone, by fax or by e-mail.** If you ask to be excluded, you will not get any settlement payment, and you cannot object to the Settlement. You will not be legally bound by anything that happens in this lawsuit, and you may be able to sue Defendants and the other Released Parties about the Settled Claims in the future.

#### **15. If I do not exclude myself, can I sue Defendants or the other Released Parties later for the Settled Claims?**

No. Unless you exclude yourself, you give up any rights to sue Defendants and the other Released Parties, or to enforce any existing judgments against any of the Released Parties, for any and all Settled Claims. If you have a pending lawsuit against Defendants or the other Defendant Releasees, speak to your lawyer in that case immediately, to determine if you have to exclude yourself from *this* Settlement Class to continue your own lawsuit. Remember, the exclusion deadline is **October 2, 2017**.

#### **16. If I exclude myself, can I get money from the proposed Settlement?**

No. If you exclude yourself, do not send in a Proof of Claim form to ask for any money. But, you may exercise any right you may have to sue, continue to sue, or be part of a different lawsuit against Defendants and the other Defendant Releasees.

### **THE LAWYERS REPRESENTING YOU**

#### **17. Do I have a lawyer in this case?**

The Court appointed the law firms of Levi & Korsinsky, LLP as Lead Counsel to represent all Class Members. These lawyers are called Lead Counsel. You will **not** be separately charged for these lawyers. If you want to be represented by your own lawyer, you may hire one at your own expense.

#### **18. How will the lawyers be paid?**

Lead Counsel are moving the Court to award attorneys’ fees from the Settlement Fund in an amount not to exceed twenty-five percent (25%) of the Settlement Fund and for reimbursement of their expenses of approximately \$35,000, plus interest on such fees and expenses at the same rate as earned by the Settlement Fund. Lead Counsel, without further notice to the Settlement Class, may subsequently apply to the Court for fees and expenses incurred in connection with administering and distributing the Settlement proceeds to the Class Members and any proceedings subsequent to the Final Approval Hearing.

The attorneys’ fees and expenses requested will be the only payment to Lead Counsel for its efforts in achieving the Settlement and for their risk in undertaking this representation on a wholly contingent basis. To date, Lead Counsel has not been paid for its services for conducting this litigation on behalf of Lead Plaintiffs and the Class nor for its substantial out-of-pocket expenses. The fee requested will compensate Lead Counsel for its work in achieving the Settlement Fund. The Court may, however, award less than this amount. In that case, the difference will remain with the Settlement Fund.

### **OBJECTING TO THE SETTLEMENT**

#### **19. How do I tell the Court that I do not like the proposed Settlement?**

If you are a Class Member, you can object to the Settlement or any of its terms, the proposed Plan of Allocation, or the application by Lead Counsel for an award of fees and reimbursement of expenses. You may write to the Court setting out your objections. You may give reasons why you think the Court should not approve any or all of the settlement terms or arrangements and submit any documentation you believe is appropriate. The Court will only consider your views if you file a proper objection within the deadline identified and according to the following procedures.

To object, you must send a signed letter or other court submission stating that you object to the proposed Settlement in *Zaghian v. THQ Inc., et al*, 2:12-cv-05227-MLR-JEM (C.D. Cal.). You must include your name, address, telephone number, and your signature, identify the date(s), price(s) and number(s) of shares of all purchases and sales of THQ

common stock you made during the Settlement Class Period, and state the reasons why you object to the Settlement. Your objection must be filed with the Court and served on all the following counsel so that **it is actually received, not merely postmarked, on or before October 9, 2017:**

**COURT:**

Clerk of the Court  
United States District Court Central District of California  
Roybal Federal Building and U.S. Courthouse  
255 East Temple Street  
Los Angeles, CA 90012-3332

**LEAD PLAINTIFF'S LEAD COUNSEL:**

Nicholas I. Porritt, Esq.  
LEVI & KORSINSKY, LLP  
1101 30th Street NW, Suite 115  
Washington, D.C. 20007

**COUNSEL FOR THE DEFENDANTS:**

Ryan E. Blair, Esq.,  
COOLEY LLP  
401 Eastgate Mall,  
San Diego, CA 92121

**THE COURT'S SETTLEMENT HEARING**

**20. What is the difference between objecting and excluding?**

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

**21. When and where will the Court decide whether to approve the proposed Settlement?**

The Court will hold a Final Fairness Hearing at 10:00 a.m. on November 6, 2017, at the United States District Court for the Central District of California, Roybal Federal Building and U.S. Courthouse, 255 East Temple Street, Los Angeles, CA 90012, Courtroom 880, 8th Floor. At this hearing, the Court will consider whether the Settlement is fair, reasonable and adequate. At the Final Fairness Hearing, the Court also will consider the proposed Plan of Allocation for the proceeds of the Settlement and the application of Lead Counsel for attorneys' fees, and reimbursement of expenses. The Court will take into consideration any written objections. The Court may change the date and time of the Final Fairness Hearing. Please check with Lead Counsel before coming to be sure that the date and/or time has not changed.

**22. Do I have to come to the hearing?**

No. Lead Counsel will answer questions the Court may have, but you are welcome to come at your own expense. If you send an objection, you do not have to come to Court to talk about it. As long as you filed your written objection on time, the Court will consider it. You may also pay your own lawyer to attend, but attendance is not mandatory. Class Members do not need to appear at the hearing or take any other action to indicate their approval.

**23. May I speak at the hearing?**

If you object to the Settlement, you may ask the Court for permission to speak at the Final Fairness Hearing. To do so, you must include with your objection (see Question 19 above) a statement stating that it is your "Notice of Intention to Appear in *Zaghian v. THQ Inc., et al*, 2:12-cv-05227-MLR-JEM (C.D. Cal.)." Class Members who intend to object to the Settlement, the Plan of Allocation, or Lead Counsel's application for an award of attorneys' fees and reimbursement of expenses, and desire to present evidence at the Final Fairness Hearing must include in their written objections the identity of any witnesses they propose to call to testify and any exhibits they intend to offer into evidence at the Final Fairness Hearing. You cannot speak at the hearing if you excluded yourself from the Settlement Class or if you have not provided written notice of your intention to speak at the Final Fairness Hearing by the deadline identified.



## **IF YOU DO NOTHING**

### **24. What happens if I do nothing at all?**

If you do nothing, you will get no money from this Settlement and, unless you exclude yourself, you will not be able to start a lawsuit, continue with a lawsuit or be part of any other lawsuit against Defendants Releasees about the claims being released in the Settlement. All Class Members who do not submit valid and timely Proof of Claim and Release forms shall be forever barred from receiving any payments from the Settlement, but will in all other respects be subject to and bound by the provisions of the Stipulation and any Judgment entered.

## **GETTING MORE INFORMATION**

### **25. Are there more details about the proposed Settlement?**

This notice summarizes the proposed Settlement. More details are in a Stipulation of Settlement dated as of April 21, 2017 (the "Stipulation"). You may obtain a copy of the Stipulation by writing to Nicholas I. Porritt, Esq., Levi & Korsinsky, LLP, 1101 30th Street, N.W., Suite 115, Washington, D.C. 20007 or on Lead Counsel's website at [www.zlk.com](http://www.zlk.com). You also can contact the Claims Administrator by mail at THQ Settlement, c/o RG/2 Claims Administration, P.O. Box 59479, Philadelphia, PA 19102-9479; by toll free phone at (866) 742-4955; or by visiting the website [www.rg2claims.com/THQ.html](http://www.rg2claims.com/THQ.html) to obtain information and forms. The pleadings and other court filings are available for inspection at the Office of the Clerk of the United States District Court for the Central District of California, United States District Court Central District of California Roybal Federal Building and U.S. Courthouse 255 East Temple Street Los Angeles, CA 90012-3332, during regular business hours.

## **DO NOT TELEPHONE THE COURT REGARDING THIS NOTICE.**

## **SPECIAL NOTICE TO NOMINEES**

If you hold THQ common stock pursuant to a transaction that took place within the United States within the Class Period, as nominee for a beneficial owner, then you must either: (1) send a copy of this Notice by first-class mail to all such persons or entities within thirty (30) days of receipt of this Notice; or (2) provide a list of the names and addresses of such persons or entities to the Claims Administrator at THQ Settlement, c/o RG/2 Claims Administration LLC, P.O. Box 59479, Philadelphia, PA 19102-9479 within ten (10) days of receipt of this Notice.

If you choose to mail this Notice and the Proof of Claim yourself, you may obtain from the Claims Administrator (without cost to you) as many additional copies of these documents as you will need to complete the mailing.

Regardless of whether you choose to complete the mailing yourself or elect to have the mailing performed for you, you may obtain reimbursement for or advancement of reasonable administrative costs actually incurred or expected to be incurred in connection with forwarding this Notice, and which would not have been incurred but for the obligation to forward this Notice, upon submission of appropriate documentation to the Claims Administrator.

Dated: August 25, 2017

BY ORDER OF THE COURT  
UNITED STATES DISTRICT COURT  
CENTRAL DISTRICT OF CALIFORNIA