



⚠ WARNING Before playing this game, read the Xbox 360® console, Xbox 360 Kinect® Sensor, and accessory manuals for important safety and health information. www.xbox.com/support.

Important Health Warning: Photosensitive Seizures

A very small percentage of people may experience a seizure when exposed to certain visual images, including flashing lights or patterns that may appear in video games. Even people with no history of seizures or epilepsy may have an undiagnosed condition that can cause "photosensitive epileptic seizures" while watching video games. Symptoms can include light-headedness, altered vision, eye or face twitching, jerking or shaking of arms or legs, disorientation, confusion, momentary loss of awareness, and loss of consciousness or convulsions that can lead to injury from falling down or striking nearby objects. **Immediately stop playing and consult a doctor if you experience any of these symptoms.** Parents, watch for or ask children about these symptoms—children and teenagers are more likely to experience these seizures. The risk may be reduced by being farther from the screen; using a smaller screen; playing in a well-lit room, and not playing when drowsy or fatigued. If you or any relatives have a history of seizures or epilepsy, consult a doctor before playing.



DETECTIVE PHELPS LOS ANGELES POLICE DEPARTMENT

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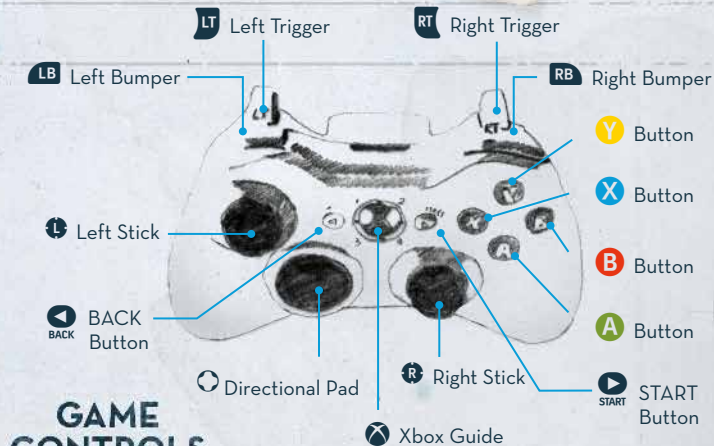
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BACKSTORY

In the years after World War II, while many struggled to rebuild their lives in a devastated economy, Los Angeles embraced an era of unprecedented growth and prosperity, and Hollywood became a shining beacon of the American Dream to the rest of the world. Yet beneath the glitz and glamour lay a darker reality: a burgeoning drug trade, a movie industry relentlessly preying on naive young girls, rampant corruption at every level of police and government, and thousands of demobilized troops trying to readjust to civilian life and leave the horrors of war behind them.

After years of fighting in the Pacific Theatre of World War II, one such young man, Marine Lieutenant Cole Phelps, was awarded one of the Navy's highest honours, the Silver Star, and was honourably discharged. Keen to continue serving his country on home soil, Cole signed up with the L.A.P.D., a police force suffering a public relations crisis amid accusations of corruption and brutality. A young, decorated war hero could be just what the department needs to turn the tide of public opinion. The powers that be are watching...



GAME CONTROLS

ON FOOT

LEFT STICK	Movement / Manipulate Clue
RIGHT STICK	Rotate Camera
Y	Enter / Exit Vehicle / Hold to Make Partner Drive
B	Leave Clues Analysis / Reload
A	Interact / Investigate Clue
X	Talk / Interrogate / Ask Partner for Help
RIGHT BUMPER	Enter / Exit Cover
RIGHT TRIGGER	Run / Shoot (with weapon drawn)
RIGHT STICK BUTTON	Look Behind
LEFT BUMPER	Discard Found Weapon
LEFT TRIGGER	Aim Weapon
DPAD	Navigate Notebook Options
DPAD RIGHT	Call Partner
DPAD DOWN	Zoom Out Mini Map
START	Pause
BACK BUTTON	Bring up Notebook / Exit Notebook

DRIVING

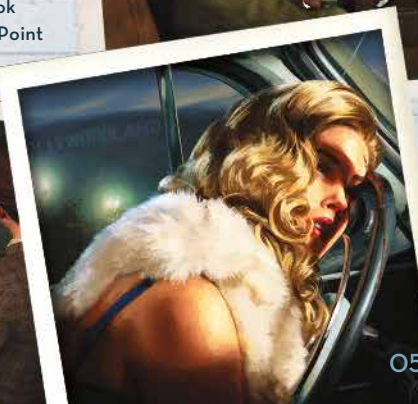
LEFT STICK	Steering
RIGHT STICK	Rotate Camera
DPAD UP	Change Camera
A	Respond to Dispatch Call
RIGHT BUMPER	Handbrake
RIGHT TRIGGER	Accelerate
RIGHT STICK BUTTON	Look Behind
LEFT TRIGGER	Brake
LEFT STICK BUTTON	Horn/Siren

FIGHTING

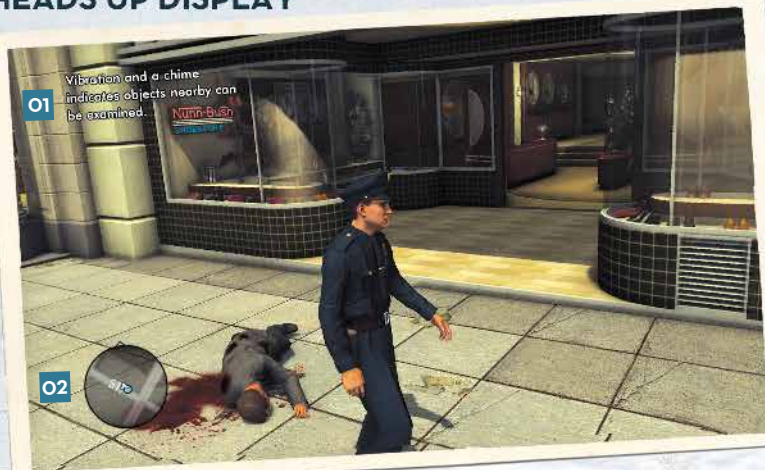
A	Punch
X	Dodge (hold to block)
Y	Grapple Moves
LEFT TRIGGER	Lock onto Target
B	Finishing Move

INTERROGATION

A	Select Truth
X	Select Doubt
Y	Select Lie
BACK BUTTON	View Notebook
LEFT BUMPER	Use Intuition Point



HEADS UP DISPLAY



01 HELP MESSAGES: Help messages will pop up periodically with descriptions of your objectives and useful tips.

02 MINI MAP: The mini map shows your current position and the names of nearby streets. Other important icons displayed on the mini map include:

- Red blips represent enemies
- Yellow blips indicate your current destination / objective
- Blue blips indicate the location of your partner
- Red figures indicate where street crimes are in progress
- Camera icons indicate nearby landmarks



03 LEADS:

New destinations, clues, P.O.I.'s, locations, landmarks and case objectives will appear here.



04 HEALTH: As you experience damage, the game colour will begin fading to black and white. The greyer it gets, the closer you are to death. Colour will return as you regain health.



05 RANK INDICATOR: The Rank Indicator shows your XP progress and your rank as a member of law enforcement.

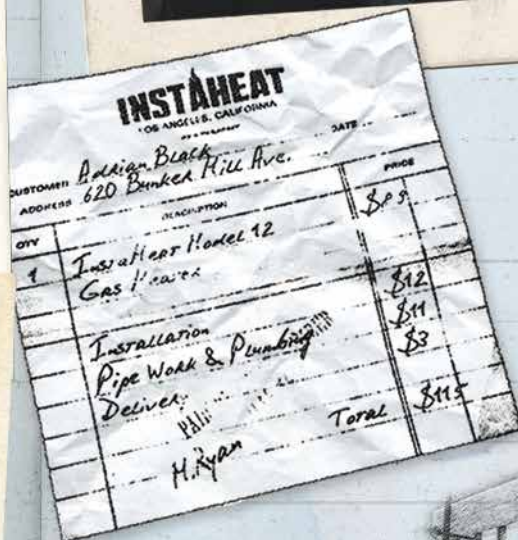
NOTEBOOK ENTRIES

Important information is automatically entered into your notebook. This includes case objectives, persons of interest (P.O.I.), new clues, and new locations.



P.O.I.

When you identify new persons of interest, the notebook stores key information and characteristics for reference throughout the case.



CLUES

Clues and evidence that you uncover over the course of your investigation are logged in the notebook.

LOCATIONS

With crimes happening all around the city, your notebook will catalogue new address details and allow you to set waypoints to your destination.



INVESTIGATIONS

You must investigate each of the cases that are assigned to you.

Until a case is completed, you will not receive a new assignment. All information that you uncover relevant to the case will be stored in your notebook automatically. You can refer to your notebook at any time by pressing the **BACK** Button. Consult your notebook frequently and pay close attention to each piece of information.

Throughout the game, you will have a partner who will work through each case with you. You can ask him for help at any time by pressing **X** when standing near him. If you want your partner to take over driving duties for a specific journey, press and hold **Y** near your car.

As a member of the L.A.P.D., you are able to commandeer any vehicle you see. Simply walk up to any car and press **Y** to instruct the driver to surrender the vehicle. Note that only L. A.P.D. vehicles have sirens and radio support from headquarters.

NOTE: Completed cases can be replayed by accessing the CASES section of the main menu.

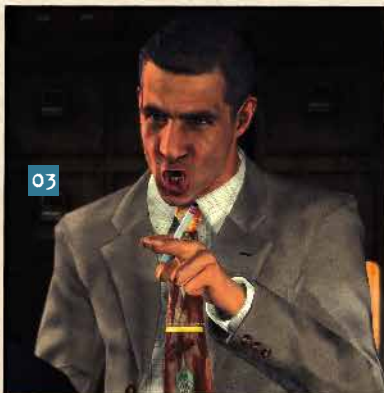




01



02



03



04

01 A person who is lying may often avoid direct eye contact.

02 Most people will feel uneasy telling a lie, so look out for signs of discomfort such as fidgeting or scratching.

03 If you challenge a person who is lying they may become momentarily angry or upset and then try to cover it up.

04 Above all, trust your instinct - the human face has hundreds of muscles that can all betray a person's true feelings. And you have many years of practise at reading these subconscious signals.

TIP TO HELP DETECT LIES: Use Right Stick to look at the person

INTERROGATION

During interrogations, your notebook will open up automatically allowing you to select the first question you wish to ask.

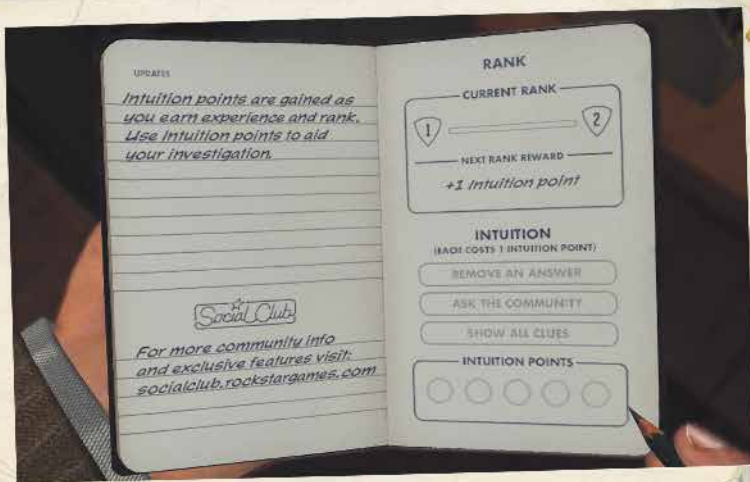
Questions can be asked in any order; simply scroll up and down with the Left Stick to select a question and press **A** to ask the question. Listen closely to the response given and also pay careful attention to the facial expressions of the person you're interrogating. Even the best liars can give something away subconsciously, if you know what to look for. You can also press **B** to back out of an accusation and ask a different question, or ask the same question again.

After a person answers a question, you must then decide how to proceed. If you think they are telling the truth, press **A** to coax more information from them. If you doubt that their answer is truthful, press **X** to force more information from them. If they have said something that directly contradicts a piece of evidence that you have uncovered, press **Y** to accuse them of lying. When you accuse someone of lying, you will need to select a piece of evidence from your notebook to back up your accusation. To help you decide the correct course of action, you may refer to your notebook at any time during an interrogation by pressing the **BACK** Button.

A chime will be heard to let you know that you have got the correct response. Some questions are more important than others - it is not always essential to get every response correct to extract all the information you need.

INTERROGATION HINT:

If you are struggling with an interrogation, you can opt to "Ask the Community" to help determine how to proceed. This requires you to be signed into Xbox LIVE and requires one intuition point to access. For more intuition point rewards, see "Moving Up the Ranks".



MOVING UP THE RANKS

Throughout the game, you will earn experience (XP) through successful actions. A number of factors contribute to earning XP, including selecting the correct responses in interrogations, solving street crimes, and discovering hidden objects and landmarks. Gaining XP will give you intuition points, which can be spent either during an interrogation or while investigating a crime scene. Once an intuition point has been used, it cannot be used again. More XP must be gained to earn more intuition. You may store up to five intuition points until you think you need them.

INTUITION POINT REWARDS

REMOVE AN ANSWER

During an interrogation, this reward will remove one of the incorrect responses and the incorrect evidence when accusing a suspect.

ASK THE COMMUNITY

When questioning a person of interest, this reward will tell you which answers are most popular amongst L.A. Noire players.

SHOW ALL CLUES

While investigating a crime scene, this reward will display the location of all the clues on the mini map.

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Capt. Lachlan McKelty Randy Oglesby
Capt. Gordon Leary Ned Vaughn
Lt. Archibald Collyer Steve Rankin
Watch Commander Mel Fleischer Michael Emanuel
Ray Finkler JD Cullum
Patrolman Ralph Dunn Rodney Scott
Courtney Sheldon Chad Todhunter
Heather Swanson Erin Chambers
Albert Lynch Michael Shamus Wiles
Ira Hogeboom J. Marvin Campbell
Henry Arnett Matthew Del Negro
Vernon Mapes Jack Conley
Grosvenor McCaffrey Chris J. Johnson
Hugo Muller Greg Grunberg

ROCKSTAR LINCOLN

GENERAL MANAGER

Tim Bates

LOCALIZATION MANAGER

Chris Welsh

SENIOR QA SUPERVISOR

Kevin Hobson

QA SUPERVISORS

Philip Deane
André Mountain
Andy Mason
Eddie Gibson
Matthew Hewitt
Phil Alexander
Steve McGagh

SENIOR LEAD TESTERS

Mike Emery
Dave Lawrence
Mike Bennett
Rob Dunkin
Will Riggott

LEAD TESTERS

Craig Reeve
Mike Blackburn
Simon Watson

Ben Holgate
Dan Goddard
Dave Fahy
David Sheppard
James Cree
Pete Broughton
Pete Duke
Richard Kealey

GAME TESTERS

Nathan Buchanan
Lindsey Bennett
Andrew Heathershaw
Andy Parker
Ashley Kearton
Ben Newman
Christopher Fowler
Christopher Hyde
Emma Marshall
Gemma Harris
Gemma James
George Richards
Jase Trindall
Kieran McClung
Marcus Pratt
Matt Rowley
Matt Timewell
Matthew Deamer
Mike Griffiths
Nathan Glasgow
Nick Dablin
Rachael Walker

Rogan Ogden
Scott Keenan
Tim Leigh
Toby Hughes

LOCALIZATION SUPERVISORS

Dominic Garcia
Francois Xavier Fouchet
Paolo Ceccotti

SENIOR LOCALIZATION TESTERS

David Hoyte
Iglesias
Benjamin Giacome
Elisa Olmedo
Camacho
Luis Angel Galindo Muñoz
Naomi Long
Sebastian Huland
Tomas-David Sallares
Andrea Malerba
Andreas Stertkamp
Andrew Mariuchno
Benjamin Welby
Christian Jungers

Leroy Sabo Jeffrey Vincent Parise
Eli Rooney Courtney Gains
Lorna Pattison Kate Norby
Carlo Arguero Jim Pirri
Candy Edwards Jessica Kiper
Gordon Leitvol Michael Chieffo
Frank Morgan William O'Leary
Michelle Weller Abigail Mavity
Airtio Sanchez Carlos Alvarado
Hank Merrill James Immekus
Mickey Cohen Patrick Fischler
Jermaine Jones Demetrius Grosse
Curtis Benson Jim Abele
Jacob Henry Scott MacDonald
Reginald Varley Jamie Martz
James Tiernan Will Collier
Fleetwood Morgan Greg Davis Jr.
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Clem Feeney Brian Krause
James Kennedy Chris Flanders
Richard Bates Alex Solowitz
Stuart Ackerman Andrew Rothenberg
Owen Danhier Brandon Quinn
Adrian Black Larry Clarke
Johnny Stompanato Andy Davoli
William Dewey Lyle Kanouse

Angel Maldonado Jorge Luis-Pallo
Howard Parnell..... Morlan Higgins
Anna Rodriguez Vane Willon
Felix Alvarro..... Manny Montana
Patrick Connolly..... Jonathan Chase
June Ballard..... Maria Cina
John Cunningham..... Rich Sommer
Lars Tardisen..... Matt Corboy
Shannon Perry Amanda Booth
Don Steffens Scott Michael Morgan
Catherine Barton Debra Christofferson
Patrolman Clyde Hart Ken Luckey
Patrolman Jack Tabot Tyler Jacob Moore
Ivan Rasic Michael Bofshever
Diego Aguilar Joe Nieves
Dr. Harold Stoneman John Prosky
Edgar Kalou Michael B. Silver
Dudley Forman..... Dennis Cookrum
Merlon Ottie Troy Winbush
Benny Cluff Rich Rutchman
Margaret Black..... Kate Connor
Walter Clemens..... Vincent Kartheiser
Richard Coombs..... Kurt Fuller
Jean Archer Kimberlee Peterson
Olivia Volkert..... Aimee Deshayes
Mrs. Virginia
Reynoldson..... Cyd Strittmatter
Oswald Jacobs Hal Landon, Jr.
John Holmes Doug Tompos
Bernard Metier..... Travis Schultz
Sgt. Chisholm..... Wiley Pickett
Marlon Hogood..... William Charlton
Cliff Harrison..... Jonathan Runyon
John Ferdinand Jamison. Stephen Monroe Taylor
Herbert Chapman Matthew Frauman
Walter Robbins Joseph Culp
Dick McCall Robert Curtis Brown
Gloria Bishop..... Carla Gallo
Mrs. Beverly Evrestrom .. Barbara Kerr Condon
Patrolman Enrique
Gonzales Alexis Cruz
James Jessop Trevor O'Brien
Mrs. Celia Stanley..... Shawn Huff
Joe Nesco Frank Novak
Frank Osterman Ron Rogge
Steven Bigelow John Thaddeus
Jessica Hamilton..... Haley Ramm
Sergio Rojas Ramón Franco
Japanese Soldier..... Akie Kotabe
James Belasco..... Lukas Behnken
Juan Francisco Valdez .. Geoffrey Rivas
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Florence Jenkins Pat Crawford Brown
Patrolman Thomas
Houlihan..... Andrew Caple-Shaw
Dudley Lynch..... Michael Gladis
Nate Wilkey Harrison White
Willie Holbeck..... Claude Shires
Russell Holbeck..... Matt Riedy
Walt Austin Graham Norris
Fred Nicholson..... Ron Perkins
Patrolman James
Mitchell Justin Shenkarow
D.A. Donald Sandler..... Tom Knickerbocker
Watch Commander
James Hopkins..... Christopher Darga
A.D.A. Leonard Petersen. Larry Sullivan
Terrance Chilton..... Lonnie Hughes
Little Boy Bob Kohert
Thomas Statham Shad Hart
Steven Hendricks Randolph Adams
Walter Beckett..... Matthew Alan

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Patrolman Mike Branigan. Michael Rodrick
Nat Spencer La Monde Byrd
Police Chief
William Worrell..... Ryan Cutrona
Patrolman Clem Dalbey .. Stewart Carrioco
Mark Bishop..... Daniel Roebuck
Dispatch Harry Marnell
Dispatch Tim Barker
Arthur Moss..... Kevin Scott Allen
Chuck Hadley..... Jerry O'Donnell
James Rainey..... Robert Maxhimer
Patrolman Fred Wallis .. Mark Kelly
Eddie McGoldrick..... Elliot Benjamin
Patrolman Andy Brown..... Bill Dawes
Errol Schroeder..... David Meunier
Michael Driscoll..... Evan Helmuth
José Ramez Brian Burnett
Bileen Clark..... Patricia Destro
John Higgins..... John Erickner
Audrey Gill..... Katherine Boecher
James Elsinore..... Jarrett Sleeper
Dimitri Pedachenko Matt Clendenin
Marlene Varner Trisha Desaki
Harry Sullivan Bob Rusch
Patrolman Harry Sumner.. Shane Conrad
Patrolman Max Faber ... A.J. Castro
Det. Sgt. Finis Brown..... Michael Dempsey
Daniel Ullman..... Eddie Driscoll
Lenny Finkelstein Bruce Nozick
Watch Commander
Frank Lacey William Francis McGuire
Elinor Hopkin..... Joanne Baron
William Shelton..... Ron Morehouse
Det. Floyd Rose Jack Impellizzeri
Leo Epstein..... Griff Furst
Victor Jimenez..... R.J. Cantu
Joanna Alford..... Adria Tennor
Garrett Mason..... Andrew Lukich
Arthur Moth..... Tim Barraco
Clovis Galletta..... Iyari Limon
Marion Lauanders Jen Drohan
Gabriel Del Gado..... Alejandro Chaban
Wendell Bowers..... Adam Bitterman
David Parker..... Brice Beckham
Marguerite Cansino Bar Paly
Samuel Honis..... Sterling Jones
Det. Harold Caldwell..... Brandon Keener
Patrolman Isaac Kelly .. Aaron Nelms
Don Carraway..... Paul McCarthy-Boyington
Walter Mensch..... Ken Lerner
Irwin Bousman..... Bob Clendenin
David Bremner..... Bruno Oliver
Patrolman
Emmet Campbell..... Michael Yurchak
Miss Deborah Williams .. Karis Campbell
Arturo Rivera Sal Lopez
Nelson Gaines..... Desean Terry
Cynthia Graham Veronica Taylor
Hanna Tardisen Lexi Jourden
Dan Rogers Mickey Meyer
William Purdy Daniel McMahon
Benjamin Keever Hugh Holub
Gianni Temperino Michael Cornacchia
Victor Sanders Scott Hoxby
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Freddie Calhoun James Jordan
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Johnny Goldberg Don Luce
Frank Zeferelli..... James Giordano
Stuart Barnes Patrick Cavanaugh

Chin Wong Ming Lo
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Marianne Belle Annemarie Kenoyer
Vernon McNeal..... James Moses Black
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Wilt Edgerson..... Malcolm Foster Smith
Harry the Bookmaker John Douglas
Williams
Harry Douglas..... E.J. Callahan
Maria Aranda..... Jill Remez
Hollis Stone Kevin E. West
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Marie Phelps Connie Fletcher
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Jennifer Horgan..... Audrey Wasilewski
Jacob Schmidt Allen Hooper
Winifred Grey..... Trisha La Fache
Voiceover Ted Heyck
Paul Kadarowski Ben Davis
Tech Services Officer
Ivan Robinson..... Andy Hirsch
Dr. Elias Webley Paul Schackman
Ambulance Officer Remy. Robert A. Johnson
Alvin Woolf Eric Callero
MP Saxon Shirley Jared Ward
Chuck Vanderhorst Marc Goldsmith
Invest. Jake Rampley .. David Greenman
Jack Foreman..... Michael Edwin
Det. William Filden..... Joe Sabatino
Grace Houston..... Emily Sandifer
Tech Services Officer
Sam Turner..... William Wattersson
Edward Hemmings Guy Nardulli
MP Stephen Vagg..... Jonathan Kowalsky
Monty Reynolds..... Carlton Wilborn
Hippolito Maldonado Joseph Julian Soria
Herman Denzler..... Darin Toonder
James Maher Chris Erric Maddox
Patrolman
David Ramirez..... Adrian Sanchez
Joseph Jackson..... Brian Norris
William Barlow Donald Sage Mackay
Rex Buckland..... Nicholas Youssef
MP Troy Brown..... Ryan K. Smith
Emily Luckenbach Erin Sanders
Det. Theo Rossi..... Ben Wilson
Lena Taraldsen..... Emmalee Abrams
Alonso Mendez..... Luis Villalta
Philip Tonkins Joe Egender
Darcy Connors Miranda Lilley
Karen Hiltcher Kiersten Lyons
Eddie Findlay Nick Few
Harold Kirby Raymond O'Connor
Patrolman John Dierkes .. Jake McLaughlin
Eddie Margolis..... Ramon Camacho
Adelaide Finch..... Julie Sanford
Patrolman Levon Tate .. Adam Leiphart
Ray the Bookmaker David H. Lawrence XVII
Garfield Henderson Joe Basile
Walter Tyler Paul Parducci
Louise Steffens..... Porter Kelly
Morris Greenfeld..... Brian Catalano
Daniel Wellington Jay Seals
Chester King..... Michael Peoples
Nurse Dabner Caroline Duncan
Patrolman
Dudley Wheelright Ben Hogestyn
Dale Gadsberry..... John Eric Bentley
Betty Joyner Lily Rains
Emmet Schneider Brandon Molale
Julian Marino..... Vinicius Machado

Hank Newbern..... Tylor Chase
Floyd Walker..... Ricky Horne, Jr.
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Lewis Pelton..... Cary Hungerford
Maria Latorella..... Gabrielle Madé
Det. Graham Sommers ... Kevin Fry-Bowers
Patrolman Danny Aiello. Paul Diaz
Tech Services Officer
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Alfonse Dagbo..... Bamadjan Bamba
Albert Reading..... Jason L. Brandt
Louis Lincoln..... Paul Ganus
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Lefty Roberts..... Dusty Sorg
Det. Joseph Hobbes Andy Henry
Raymond Gordon Michael Ensign
Lester Wagner..... Ryan Honey
Casey Watts Dan Flood
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Jesse Dunne..... Cutter Outshaw
Geneva Mayhew..... Josann McGibbon
Rufus Dixon..... Don Creech
Christopher Majewski .. Blake Griffin
Calvin Shaughnessy Ryan Christiansen
Kurt Holland..... Alan Lozaya
Eddie Adams..... Brett Tinnies
Roger Becket Mitchell Pink
Ronald Bellamy..... William Duffy
William Boehringer Cletus Young
Charlie Conway Morgan Rusler
Tan Do Clyde Yasuhara
Doris West Angela Little
Mackenzie
Nathan Duntly..... John Bobek
Elizabeth Eberly..... Alexa Alemanni
Rudy Galletta Thomas Crawford
Scout Hillier Evan Arnold
Travis Hornbrook John Ciccolini
Maureen Kegley Danielle Kaplowitz
Barton Keyes Robert Beuth
Nurse Randall Maury Morgan
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Bob Marshall George Gerdes
Mervin the Bookmaker ... Outter Garcia
George Murphy..... Zane Holtz
Frank Norris Max Adler
Gale O'Hara Liesl Ehardt
Patrolman
Morris Callahan Patrick Joseph Rieger
George Hennessey P.J. Marshall
Steven Hoover Griff Kohout
Patrolman
Harvey Keller Adam Harrington
Patrolman
Martin Mathiason Southey Blanton
Patrolman
Carl Radcliffe..... Patrick Quinlan
Patrolman
John Sarsfield Joe Delano
Patrolman
Herbert Walwick..... Brantley M. Dunaway
Patrolman Glen Wheeler. Jack Slavkin
Patrolman
Victor Zimmerman Nick Hoffa
R&I Melanie Marnell
Herman Salter Robert Peters
Jess Sammons Doug Sinclair
William Strong Rob Elk
Chuck Totterman Drew Cheetwood
Harry Westcott John Colella
Ruth Douglas Julie McNiven
Stuart Barclay Matt Price
Eric Salzman Brian Konowal

Paul Miller Bow Borden
 Georgia Kent Jules Willcox
 Male Pedestrian 1 Bryant K. Rolfe
 Male Pedestrian 2 Markhum Stansbury, Jr
 Male Pedestrian 3 Lonnie Hughes
 Male Pedestrian 4 Nigel Gibbs
 Male Pedestrian 5 V K
 Female Pedestrian 1 Karimah Westbrook
 Female Pedestrian 2 Cheryl Carter
 Female Pedestrian 3 Regan Carrington
 Female Pedestrian 4 Joyce Guy
 Female Pedestrian 5 Cynthia Addai-Robinson
 Female Pedestrian 6 Tina Y. Hahn
 Female Pedestrian 7 Sharon Omi
 Female Pedestrian 8 Vivian Bang
 Female Pedestrian 9 Jennifer Chu
 Female Pedestrian 10 Hira Ambrosino
 Male Pedestrian 6 Martin Chow
 Male Pedestrian 7 Robert Wu
 Male Pedestrian 8 Ewan Lai
 Male Pedestrian 9 Jamison Yang
 Male Pedestrian 10 Jack Ong
 Male Pedestrian 11 Ethan Le Phong
 Female Pedestrian 11 Carole Gutierrez
 Female Pedestrian 12 Norma Maldonado
 Female Pedestrian 13 Julia Vera
 Female Pedestrian 14 Arlene Santana
 Female Pedestrian 15 Natalie Jeremic
 Female Pedestrian 16 Sara Mendoza
 Male Pedestrian 12 Damien Luvira
 Male Pedestrian 13 Miguel Majera
 Male Pedestrian 14 Mike Gomez
 Male Pedestrian 15 Jesus Marquez
 Male Pedestrian 16 Kurt Caceres
 Female Pedestrian 17 Aileen Burdock
 Female Pedestrian 18 Chauntal Lewis
 Female Pedestrian 19 Alexandra Ruddy
 Female Pedestrian 20 Valerie Aslynn
 Female Pedestrian 21 Tyler Kain
 Female Pedestrian 23 Jeannine Kaspar
 Female Pedestrian 24 Andres Faucher
 Cave Victim Sloan Tome
 Male Pedestrian 17 David Ury
 Male Pedestrian 18 Kevin Lowe

MOTION CAPTURE

ADDITIONAL COLE PHELPS MOCAP PERFORMED BY: Jeffrey C. Hawkins, Brad Schmidt, Chris Comfort, Colin Donnell

COLE PHELPS STUNTS PERFORMED BY: Drew Leary

OTHER CHARACTERS PERFORMED BY: Alex Ferrari, Apollo Echino, Art LaFleur, Bill Porter, Bill Watterson, Brad Schmidt, Brandon Cook, Brandon Williams, Brice Harris, Cameo Martine, Chad Lindberg, Cheryl Burns, Chris Comfort, Clementina Sonn, Colin Donnell, Daniel Ponickly, David Ury, Demetrius Grosse, Dennis Flanagan, Eric Ladin, Eric Rywalski, Glean Lewis, Greg Skura, Heather Ann Davis, James B. Kennedy, James Mount, Jeffrey C. Hawkins, Jesse Teeters, Jessica Graves, Jessica Littlefield, J. Marvin Cambell, Jocko Sims, Joseph Napoli, Kelsey

McNamee, Kevin Scanlon, Maria Couch, Marley DeDuchetto, Marshall Givens, Matthew Scott Lewis, Maureen Flanigan, Mimi Karsh, Morgan Spector, Nick Bush, Ronald Okubo, Russell Koplin, Sam Littlefield, Scott Narver, Sean Bridgers, Steve Sears, Tina Mayer, Tom Mesmer, Tracey Fairaway, Tug Coker, Wendi Bergamini.

THE LOCAL POPULATION

Adam Tetzloff, Adam Glogower, Alex Reside, Alicia Hornstein, Alicia Manwaring, Ana Fernando, Andrew St. Clair, Anthony J. Selvaggi, Anthony Macbain, Arismendy Ciprian, Auerlio Kim, Aya Fujimori, Brian Harmande, Brian Schott, B-Rod, Catherine McKinney, Chelsey C. Calloway, Chris Mansfield, Colin Snyder, Coury Carlson, Damian Bulluck, Dan Cartwright, Dan Derwin, Dani Burr, Daniel Acker, Danielle Grinage, David Grinage Sr., David Scott, Devon Clarke, Diane White, Duane Hubner, Eva Prinz, Forrest Karbowski, Franco Salandra, Frank W. Miller Jr., Frederick Navarrete, Gabriel Deleon, Gail Bennington, Gena Feist, Gene Overton, Giorgio Piccoli, Greg Lau, Gregory Johnson, Hillary Crosley, Hillary J. Scott, Ifeoma Obi, J. Nicholson, Jameel Vega, Jane Lee, Jason Bishop, Jason Liles, Jeremiah Wallace Jr., Joela Dos Santos, Jordan Liles, Joseph De Rocco, Josh Moskovitz, Joshua Kahn, Julie Bennington, Justin Scott, Kayla Koschel, Kelly Wetzel, Kerry Shaw, Kiechia Bean, Kimberly Newman, Kong Chun Yu, Lazlow Jones, Lilit Baron, Logan Laflotte, Luke Howard, Marisa Palumbo, Mark Adamson, Mary Lee Palumbo, Michael Berger, Michael Mignano, Michael Nathan, Michele Pearson, Mike Kimberling, Miles Bennington, Nash Membreno, Nathaniel Bryan, Nick Giovannetti, Omar Shakir, Oswald Greene Jr., Peter Woloszyn, Ramon Stokes, Ravi S. Lakheeram, Ray Smiling, Richard Cole, Rob Spampinato, Robert A. Meyer, Robert E. Wagner, Rocco Cambareri, Ron Bennington, Ross Federman, Ryan Brady, Sandy Loh, Sanford Santacroce, Shawn Allen, Shawn Martin, Simone Vega, Steve Ross, Steven Huie, Tamara Carrion, Ted O'Brien, Timothy Chartier, Timothy Choate, Todd Rappoport, Tony Galarza, Ukamaka C. OnyekeluEze, Victor K. Chu, Vincent A. Parker, Yoojin Yoo, Zain Surmawala, Zan Jabara, Zephora Nure

L.A. NOIRE SCORE

SCORE COMPOSED BY

Andrew Hale

ORCHESTRAL SCORE COMPOSED BY

Andrew Hale and Simon Hale

"INVESTIGATION THEME" COMPOSED BY

Bob Brookman and Andrew Hale

"JJ" COMPOSED BY

Larry Grenadier

ANDREW HALE:

Piano, Keyboards, Programming

SIMON HALE:

Piano, Orchestral Arrangements, Conductor

ADDITIONAL PROGRAMMING / SOUND DESIGN BY

Ian Duncan and Nick Phillips

JAZZ RECORDING SESSIONS:

GERARD PRESENCER:

Trumpet/Flugelhorn/
Arrangements

MARK TURNER:

Saxophones

JOHN TAYLOR:

Piano

DAVID FRIEDMAN:

Vibraphone

LARRY GRENADIER:

Acoustic Bass

JEFF BALLARD:

Drums

RECORDED AT METROPOLIS STUDIOS LONDON

ENGINEERED AND MIXED BY

Mike Pela and Andrew Hale

ORCHESTRAL RECORDING SESSIONS:

ORCHESTRA CONTRACTED BY

Isobel Griffiths

CONDUCTOR:

Simon Hale

LEAD VIOLIN:

Evertton Nelson

LEAD 2nd VIOLIN:

Richard George

Fiona McNaught

Bill Hawkes

Chris Worsey

Ian Burdge

Stacey Watton

1st BASS:

CLARINET/ALTO SAX/ SOPRANO SAX /FLUTE:

Nick Moss

CLARINET/TENOR SAX/FLUTE:

Jamie Talbot

BASS CLARINET/ BARITONE SAX/FLUTE:

Tim Holmes

SAXOPHONE/FLUTE:

Phil Todd

FRENCH HORN:

Philip Eastop

Neil Shewan

TRUMPETS/FLUGELHORN:

John Barclay

Noel Langley

Tom Rees-Roberts

TENOR TROMBONE:

Richard Edwards

BASS TROMBONE:

Dave Stewart

TUBA:

Owen Slade

HARP:

Camilla Pay

PIANO:

Simon Chamberlain

PERCUSSION:

Bill Lockhart

Chris Baron

RECORDED AT ABBEY ROAD STUDIOS LONDON

ENGINEERED AND MIXED BY

Peter Cobbin and Andrew Dudman

ADDITIONAL MATERIAL RECORDED

at Owlspace Studio London

RECORDED AND MIXED BY

Mike Pela and Andrew Hale

JAZZ VOCAL RECORDING SESSION:

MARA CARLYLE:

Vocals

SIMON HALE:

Piano

NOEL LANGLEY:

Trumpet

STEVE MCMAHON:

Bass

RALPH SALMINS:

Drums

RECORDED AT ANGEL STUDIOS, LONDON AND

OWLSPACE STUDIO LONDON

ENGINEERED BY Gary Thomas.

MIXED BY Andrew Hale

TAIKO RECORDING SESSION:

TETSURO HAITO GROUP:

Taiko Drums

SACHIO SUGIURA:

Shakuhachi

RECORDED AT ONKIO HAUS STUDIOS, TOKYO

ENGINEERED BY Makoto Kubota.

MIXED BY Andrew Hale

ADDITIONAL SCORE COMPOSED BY WOODY JACKSON.

MASA TSUZUKI:

Engineer and Editor

VALENTE TORREZ:

Engineer

TODD SIMON:

Orchestration,

Flugelhorn

DAVEY CHEGWIDDEN:

Percussion

and Drums

PABLO CALOGERO:

Bass Clarinet,
Baritone Saxophone,
Bass Flute

RYAN FEVES: Upright Bass

GUS SEYFFERT: Upright Bass

MIKE BOLGER: Trumpet, French Horn

ANOUSH SABOKTAKIN: Additional Orchestration
on Fall from Grace

**RECORDED AT ELECTRO-VOX RECORDING STUDIOS,
LOS ANGELES, CA**

ELSA SONGS:

"GUILTY"

"(I ALWAYS KILL) THE THINGS I LOVE"

"TORCHED SONG"

ALL SONGS WRITTEN AND PRODUCED BY
Stephen Coates.

PERFORMED BY
The Real Tuesday Weld.

VOCALS PERFORMED BY:
Claudia Brucken.

VOCALS RECORDED BY:
Paul Humphreys.

PUBLISHED BY:
Six Degrees Music.

KTI RADIO

WRITTEN BY: Lazlow, Mike Unsworth,
Rupert Humphries

RADIO VOICES: Bill Lobley, Henry Strozler,
Larry Kenney, Laura Heywood

RADIO SHOWS:
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The Bickersons originally aired 4/20/47
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1940s radio consulting by Greg Bell Media

RADIO SONGS:

"AIN'T NOBODY HERE BUT US CHICKENS"
Alex Kramer, Joan Whitney
Performed by Louis Jordan
Published by Bourne Co. (ASCAP), Universal Music
Publishing (ASCAP)
Courtesy MCA/Universal Music Enterprises

"BATTLE OF THE BLUES, PART 1"
Harris Joe Turner
Performed by Big Joe Turner
Published by EMI Unart Catalog, Inc. (BMI)
Courtesy Capitol Music Group

"BEFORE LONG"
Sid Catlett, Carl Sigman
Performed by Louis Armstrong &
His Orchestra
Published by Music Sales Corp. (ASCAP)
Courtesy RCA/Sony BMG

"BLACK AND BLUE"
Thomas Waller, Andy Razaf, Harry Brooks
Performed by Frankie Laine
Published by Anne Rachel Music/Warner/Chappell
Music, Inc. (ASCAP), Filmatrax Copyright Holdings,
Inc./EMI Mills Music, Inc. (ASCAP), Razaf Music
Company/Wixen Music (ASCAP)
Courtesy Universal Music Enterprises

"BOBBY SOX BLUES"
Dootsie Williams
Performed by T-Bone Walker
Published by Black and White Music/Unichappell
Music, Inc. (BMI)
Courtesy Charly Records/Capitol Music Group

"EAGER BEAVER"
Stanley Kenton
Performed by Stan Kenton &
His Orchestra
Published by EMI Robbins Catalog, Inc. (ASCAP)
Courtesy Echo Jazz/Capitol Music Group

"HEY! BA-BA-RE-BOP"
Curley Hamner, Lionel Hampton
Performed by Lionel Hampton &
His Orchestra
Published by Universal Music Corp. (ASCAP)
Courtesy ERT Records/Universal Music Enterprises

"HUMPH"
Thelonious Monk
Performed by Thelonious Monk
Published by Thelonious Music Corp./Second Floor
Music (BMI)
Courtesy Capitol Music Group

"I'M CONFESSIN'"
Doc Daugherty, Al J. Neiburg,
Ellis Reynolds
Performed by Peggy Lee
Published by Bourne Co. (ASCAP)
Courtesy Capitol Music Group

"INTO EACH LIFE SOME RAIN MUST FALL"
Doris Fisher, Allan Roberts
Performed by The Ink Spots
Published by Roberts Allan Music Co./Music Sales
Corp. (ASCAP), Universal Music Corp. (ASCAP)
Courtesy Smash Records/Universal Music Enterprises

"IT WAS A LOVER AND HIS LASS"
William Shakespeare, Thomas Morley
Performed by Maxine Sullivan
Published by Dimension Gate Music (BMI)
Courtesy Cleopatra Records by arrangement
with The Orchard

"JUICE HEAD BABY"
Charles Cootie Williams
Performed by The Cootie Williams Orchestra
Published by Warner/Chappell Music, Inc. (ASCAP) /
Courtesy Capitol Music Group

"A LITTLE BIRD TOLD ME"
Harvey Brooks
Performed by Evelyn Knight &
The Stardusters
Published by Bourne Co. (ASCAP) / Courtesy Decca/
Universal Music Enterprises

"MANTECA"
Walter Gilbert Fuller, John Gillespie,
Luciano Chano Pozo Gonzales
Performed by Dizzy Gillespie
Published by Music Sales Corp. (ASCAP), Twenty-
Eight Street Music/Boosey and Hawkes, Inc. (ASCAP)
Courtesy RCA/Victor/ Sony BMG

"MAYBE I SHOULD CHANGE MY WAYS"
Edward Kennedy Ellington, John Latouche
Performed by Duke Ellington
Published by Chappell-Co. Inc. (ASCAP), Sony/ATV
Tunes LLC (ASCAP)
Courtesy Sony BMG

"MOVE IT ON OVER"
Hank Williams
Performed by Hank Williams
Published by Sony/ATV Acuff Rose Music (BMI)
Courtesy Polydor/Universal Music Enterprises

"MURDER HE SAYS"
Frank Loesser, Jimmy McHugh
Performed by Dinah Shore
Published by Sony/ATV Harmony (ASCAP)
Courtesy RCA/Sony BMG

"MY HEART IS A HOBO"
Johnny Burke, Jimmy Van Heusen
Performed by Bing Crosby
Published by Bourne Co. (ASCAP),
Music Sales Corp. (ASCAP)
Courtesy Seth Berg

"NEAR YOU"
Francis Craig, Kermit Goell
Performed by Andrew Sisters
Published by Warner/Chappell, Inc. (ASCAP)
Courtesy MCA Records/Universal Music Enterprises

"ONE O'CLOCK JUMP"
William Count Basie
Performed by Count Basie & His Orchestra
Published by EMI Music Publishing, Inc. (ASCAP)
Courtesy Verve Records/Universal Music Enterprises

"OOP POP A DA"
Babs Gonzales
Performed by Dizzie Gillespie &
Charlie Parker
Published by Music Sales Corp. (ASCAP)
Courtesy Classics/Capitol Music Group

"PISTOL PACKIN' MAMA"
Al Dexter
Performed by Bing Crosby & Andrew Sisters
Published by Universal Songs of Polygram
International, Inc. (BMI)
Courtesy Music & Memories/Universal Music
Enterprises

"RED SILK STOCKINGS AND GREEN PERFUME"
Bob Hillard, Sammy Mysels, Dick Sanford
Performed by Swing and Sway with
Sammy Kaye
Published by Bourne Co. (ASCAP), Music Sales Corp.
(ASCAP), Penn Music Co. (ASCAP)
Courtesy Sony BMG

"SEEMS LIKE OLD TIMES"
John Jacob Loeb, Carmen Lombardo
Performed by Vaughn Monroe
Published by Bughouse Music (ASCAP), The Trojan Music
Publishing Co. (ASCAP) / Courtesy Columbia Records/
Sony BMG

"SING SING SING"
Louis Prima
Performed by Gene Krupa
Published by EMI Robbins Catalog, Inc. (ASCAP) /
Courtesy Verve/Universal Music Enterprises

"A SLICK CHICK ON THE MELLOW"
Harvey O. Brooks
Performed by Dinah Washington
Published by Universal Music Corp. (ASCAP)
Courtesy Mercury/Universal Music Enterprises

"SMOKE! SMOKE! SMOKE! (THAT CIGARETTE)"
Merle Travis, Tex Williams
Performed by Tex Williams
Published by Unichappell Music, Inc. (BMI)
Courtesy Capitol Music Group

"STONE COLD DEAD IN THE MARKET"
Frederick W. Hendricks
Performed by Ella Fitzgerald &
Louis Jordan
Published by Universal Music Publishing (ASCAP)
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Doris Fisher, Allan Roberts
Performed by Billie Holiday
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Helm Kresa, Carroll Loveday
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All access to and use of the Software is subject to this Agreement, the applicable Software documentation, Licensor's Terms of Service, and Licensor's Privacy Policy, and all terms and conditions of the Terms of Service are hereby incorporated into this Agreement by this reference. These agreements represent the complete agreement between you and Licensor relating to the use of the Software and related services and products, and supersede and replace any prior agreements between you and Licensor, whether written or oral. To the extent there is a conflict between this Agreement and the Terms of Service, this Agreement shall control.

MISCELLANEOUS

If any provision of this Agreement is held to be unenforceable for any reason, such provision shall be reformed only to the extent necessary to make it enforceable and the remaining provisions of this Agreement shall not be affected.

GOVERNING LAW

This Agreement shall be construed (without regard to conflicts or choice of law principles) under the laws of the State of New York, as such law is applied to agreements between New York residents entered into and to be performed within New York except as governed by federal law. Unless expressly waived by Licensor in writing for the particular instance or contrary to local law, the sole and exclusive jurisdiction and venue for actions related to the subject matter hereof shall be the state and federal courts located in Licensor's principal corporate place of business (New York County, New York, U.S.A.). You and Licensor consent to the jurisdiction of such courts and agree that process may be served in the manner provided herein for giving of notices or otherwise as allowed by New York state or federal law. You and Licensor agree that the UN Convention on Contracts for the International Sale of Goods (Vienna, 1980) shall not apply to this Agreement or to any dispute or transaction arising out of this Agreement.

IF YOU HAVE ANY QUESTIONS CONCERNING THIS AGREEMENT, YOU MAY CONTACT US IN WRITING AT: TAKE-TWO INTERACTIVE SOFTWARE, INC., 622 BROADWAY, NEW YORK, NY 10012.

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