

1 BLACK & LOBELLO
JOHN P. ALDRICH
2 Nevada State Bar No. 6877
10777 W. Twain Avenue, #300
3 Las Vegas, NV 89135
Telephone: (702) 869-8801
4 Facsimile: (702) 869-2669

5 ROBBINS UMEDA & FINK, LLP
BRIAN J. ROBBINS
6 JEFFREY P. FINK
JULIA M. WILLIAMS
7 610 West Ash Street, Suite 1800
San Diego, CA 92101
8 Telephone: (619) 525-3990
Facsimile: (619) 525-3991

9 Attorneys for Plaintiff

10 DISTRICT COURT
11 CLARK COUNTY, NEVADA

12 STEVEN R. STAEHR, On Behalf of Himself)
13 and All Others Similarly Situated,)

Case No. A565593
Dept. III

14 Plaintiff,)

STIPULATION OF SETTLEMENT

15 vs.)

16 CASH SYSTEMS, INC., MICHAEL D.)
RUMBOLZ, PATRICIA W. BECKER,)
17 PATRICK R. CRUZEN, DONALD D.)
SNYDER, DON R. KORNSTEIN AND)
18 ALPINE ADVISORS, LLC,)

19 Defendants.)
20
21
22
23
24
25
26
27
28

1 This Stipulation of Settlement dated October 31, 2008 (the "Stipulation"), is made and entered
2 into by and among the following Settling Parties (as defined in ¶1.16 hereof) to the above-entitled
3 litigation: (i) Plaintiff (as defined in ¶1.9 hereof), on behalf of himself and each of the Settlement Class
4 Members (as defined in ¶1.15 hereof), by and through his counsel of record in the litigation; and (ii)
5 Defendants (as defined in ¶1.3 hereof), by and through their counsel of record in the litigation. The
6 Stipulation is intended by the Settling Parties to fully, finally and forever resolve, discharge and settle
7 the Released Claims (as defined in ¶1.12 hereof), upon and subject to the terms and conditions hereof.

8 **I. THE LITIGATION**

9 On June 16, 2008, Cash Systems, Inc. ("Cash Systems" or the "Company") entered into an
10 Agreement and Plan of Merger ("Merger Agreement") with Global Cash Access, Inc. ("GCA"),
11 whereby GCA would acquire Cash Systems for \$0.50 per share (the "Acquisition"). Cash Systems
12 issued a press release announcing the Acquisition that same day, and filed a Form 8-K with the United
13 States Securities and Exchange Commission ("SEC") announcing the Acquisition on June 19, 2008.

14 On June 18, 2008, Plaintiff filed a putative class action naming Cash Systems and the current
15 members of its Board of Directors (the "Board") as defendants (the "Action"). The complaint sought
16 relief based on Defendants' alleged breaches of fiduciary duty in connection with the sale of Cash
17 Systems and the Merger Agreement entered into with GCA. Defendants denied these allegations. The
18 parties are not aware of any other pending action or claim related to the subject matter of the Action
19 against any Defendant.

20 On June 26, 2008, Cash Systems filed with the SEC a preliminary proxy, setting forth
21 information concerning the Acquisition. On July 10, 2008, Cash Systems filed a final proxy.

22 On July 15, 2008, Plaintiff filed an amended complaint, adding Don R. Kornstein and Alpine
23 Advisors, LLC as defendants.

24 On July 17, 2008, Plaintiff filed an *Ex Parte* Application for Limited Expedited Discovery,
25 seeking to compel documents from Defendants, and to establish an expedited briefing schedule for
26 Plaintiff's Motion for Preliminary Injunction with the Court. On July 23, 2008, the Court denied
27 Plaintiffs' motion to compel. Plaintiff did not file a motion for preliminary injunction.

28

1 Subsequently, Plaintiff and Defendants engaged in good faith discussions with regard to
2 possible settlement of the Action. The parties reached the settlement addressed herein on
3 August 1, 2008 in advance of the shareholder vote date. Pursuant to the settlement, Cash Systems filed
4 a Form 8-K on August 4, 2008 with the SEC, giving shareholders additional disclosures concerning the
5 Company's liquidity and decision to hire Alpine Advisors, LLC as a financial advisor for the Company.

6 **II. CLAIMS OF PLAINTIFF AND BENEFITS OF SETTLEMENT**

7 Plaintiff in the Action, through Plaintiff's Counsel (as defined in ¶1.10 hereof), represents that,
8 between June 18, 2008 and present, he has: (i) conducted an extensive investigation of the Defendants'
9 actions in connection with the original complaint and the Acquisition; (ii) drafted and filed an amended
10 complaint; (iii) demanded the production of documents and communications and drafted an *ex parte*
11 application seeking an order compelling the production of same; (iv) retained an expert in the field of
12 acquisition transactions; and (v) analyzed and identified material information omitted from Cash
13 Systems' preliminary and final proxies filed with the SEC. Thereafter, Plaintiff's Counsel and counsel
14 for Defendants engaged in discussions regarding a possible resolution of the Action. After a number of
15 such discussions were held, on August 1, 2008, the Settling Parties agreed to settle the Action. On
16 August 4, 2008, the parties executed a Memorandum of Understanding (the "MOU") to effectuate such
17 agreement.

18 An agreement in principle to settle the Action was reached after arm's-length negotiations
19 between the parties who were represented by counsel with experience and expertise in shareholder class
20 action and derivative litigation. During the negotiations, all parties had a clear view of the strengths and
21 weaknesses of their respective claims and defenses. After further negotiations, the filing of the Form 8-
22 K with additional disclosures and the agreement to amend the Merger Agreement as outlined below, the
23 parties executed the MOU which sets forth the basic terms of the settlement.

24 Plaintiff believes that his asserted claims challenging the terms of Merger Agreement have
25 merit. However, Plaintiff's Counsel recognize and acknowledge the expense and length of continued
26 proceedings necessary to prosecute the Action against the Defendants through trial and through appeals.
27 Plaintiff's Counsel also has taken into account the uncertain outcome and risk of any litigation, as well
28 as the difficulties and delays inherent in such litigation. Plaintiff's Counsel is also mindful of the

1 inherent problems of proof and possible defenses to the claims asserted in the Action. Plaintiff's
2 Counsel believes that the settlement set forth in this Stipulation confers substantial benefits upon
3 Plaintiff and the Settling Class (as defined in ¶1.14 hereof). Plaintiff and Plaintiff's Counsel have
4 determined that settlement of the Action based upon the terms in the MOU is fair, reasonable, adequate
5 and in the best interests of Cash Systems and its stockholders.

6 **III. DEFENDANTS' DENIALS OF WRONGDOING AND LIABILITY**

7 Defendants have denied and continue to deny each and all of the claims and contentions alleged
8 by Plaintiff in the Action. Defendants expressly have denied and continue to deny all charges of
9 wrongdoing or liability or any violation of law alleged in connection with the matters raised in the
10 Action and in connection with the Acquisition, including those alleged in the complaint and amended
11 complaint filed by Plaintiff's Counsel, and specifically deny that any public disclosures were incomplete
12 or misleading, or that any modifications to the Merger Agreement were required or that additional
13 disclosures were required under SEC rules or any applicable legal principle. Defendants have also
14 denied, and continue to deny, *inter alia*, the allegations that Plaintiff or the Settlement Class Members
15 have suffered damage or were harmed by any of the conduct alleged by Plaintiff.

16 Nonetheless, Defendants have concluded that further conduct of the Action could be protracted
17 and expensive, and that it is desirable to them, and in the best interests of Cash Systems and its
18 shareholders, that the Action be fully and finally settled in the manner and upon the terms and
19 conditions set forth in this Stipulation. Defendants have also taken into account the uncertainty and risk
20 inherent in any litigation. Defendants have therefore determined that it is desirable and beneficial to
21 them that the Action be settled in the manner and upon the terms and conditions set forth in the
22 Stipulation.

23 **IV. TERMS OF STIPULATION AND AGREEMENT OF SETTLEMENT**

24 NOW, THEREFORE, IT IS HEREBY STIPULATED AND AGREED by and among the
25 Settling Parties, by and through their respective counsel of record, that, subject to the approval of the
26 Court, the Action and the Released Claims shall be finally and fully compromised, settled and released,
27 and the Action shall be dismissed with prejudice, as to all Settling Parties, upon and subject to the terms
28 and conditions of the Stipulation, as follows:

1 **1. Definitions**

2 As used in the Stipulation, the following terms have the meanings specified below:

3 1.1 "Acquisition" or "Merger Agreement" means the Agreement and Plan of Merger
4 whereby Cash Systems is to be acquired by GCA.

5 1.2 "Court" means the District Court of Clark County, Nevada.

6 1.3 "Defendants" means Cash Systems, Michael D. Rumbolz, Patricia W. Becker, Patrick R.
7 Cruzen, Donald D. Snyder and Don R. Kornstein.

8 1.4 "Effective Date" means the first date by which all of the events and conditions specified
9 in ¶6.1 of the Stipulation have been met and have occurred.

10 1.5 "Final" means: (i) the date of final affirmance on an appeal of the Judgment (as defined
11 below), the expiration of the time for a petition for or a denial of a writ of certiorari to review the
12 Judgment and, if certiorari is granted, the date of final affirmance of the Judgment following review
13 pursuant to that grant; or (ii) the date of final dismissal of any appeal from the Judgment or the final
14 dismissal of any proceeding on certiorari to review the Judgment; or (iii) if no appeal is filed, the
15 expiration date of the time for the filing or noticing of any appeal from the Court's Judgment approving
16 the Stipulation substantially in the form of Exhibit B attached hereto.

17 1.6 "Individual Defendants" means Michael D. Rumbolz, Patricia W. Becker, Patrick R.
18 Cruzen, Donald D. Snyder and Don R. Kornstein.

19 1.7 "Judgment" means the judgment to be rendered by the Court, substantially in the form
20 attached hereto as Exhibit B.

21 1.8 "Person" means an individual, corporation, partnership, limited partnership, association,
22 joint stock company, estate, legal representative, trust, unincorporated association, government or any
23 political subdivision or agency thereof and any business or legal entity, and their spouses, heirs,
24 predecessors, successors, representatives or assignees.

25 1.9 "Plaintiff" means Steven R. Staehr.

26 1.10 "Plaintiff's Counsel" means Robbins Umeda & Fink, LLP, Jeffrey P. Fink and Julia M.
27 Williams, 610 West Ash Street, Suite 1800, San Diego, CA 92101, Telephone: (619) 525-3990.

28

1 1.11 "Related Parties" means each of Defendants' past or present directors, officers,
2 employees, partners, members, principals, agents, underwriters, insurers, co-insurers, reinsurers,
3 controlling shareholders, attorneys, accountants or auditors, banks or investment banks, legal
4 representatives, predecessors, successors, parents, subsidiaries, divisions, affiliates, joint ventures,
5 assigns, related or affiliated entities, any entity in which Defendants have a controlling interest, and any
6 members of an Individual Defendant's family or any trust of which any Individual Defendant is the
7 settlor or which is for the benefit of any Individual Defendant and/or members of his or her family.

8 1.12 "Released Claims" shall collectively mean and include the complete release and
9 settlement of all known or unknown, suspected or unsuspected, concealed or hidden claims for legal,
10 equitable or declaratory relief or damages to the fullest extent permitted by the law or due process, by
11 Plaintiff and each and every member of the Settling Class, their successors, heirs, assigns, which have
12 been or could have been asserted in the Action including, without limitation, any class, derivative,
13 individual and all state and federal claims, claims arising under state or federal law, including the
14 federal securities laws, whether directly or representatively which now or hereafter are based upon,
15 arise out of, relate to, or involve, directly or indirectly, any of the allegations, facts, transactions or
16 claims set forth in the Action concerning the Acquisition including, without limitation, any discussions
17 and negotiations leading up to the entry into the Acquisition, the preparation and approval of the proxy
18 statement, or any other disclosures relating to the Acquisition, or any fiduciary duty or disclosure
19 obligations of any of the Defendants or other Persons to be released with respect to any of the foregoing
20 or the settlement (whether or not such claim could have been asserted in the Action) against the
21 Releasees (as defined below), but shall not include shareholder appraisal rights.

22 1.13 "Releasees" means each and every Defendant (including Cash Systems), GCA and
23 Alpine Advisors, LLC, and each of their respective predecessors, successors, parents, subsidiaries,
24 affiliates, agents and insurers (including, without limitation, past and present officers, directors,
25 employees, agents, attorneys, financial and other advisors or consultants, accountants, persons who
26 provided fairness opinions, investment bankers and/or attorneys of any of the foregoing, and their past
27 or present predecessors, successors, parents, subsidiaries, heirs, executors, administrators, estates,
28 partners, members, shareholders, affiliates and agents).

1 1.14 "Settling Class" means all Persons who held shares of Cash Systems common stock as of
2 June 16, 2008 through and including the sale of Cash Systems, as contemplated in the Merger
3 Agreement. Excluded from the Settling Class are the Releasees and the legal representatives, heirs,
4 successors or assigns of any such Releasee.

5 1.15 "Settlement Class Member" means a Person who falls within the definition of the
6 Settling Class.

7 1.16 "Settling Parties" means Defendants and Plaintiff, on behalf of himself and each of the
8 Settlement Class Members.

9 1.17 "Unknown Claims" means any Released Claims which Plaintiff, or any Settlement Class
10 Member, does not know or suspect to exist in his, her or its favor at the time of the release of the
11 Released Claims in favor of the Releasees which, if known by him, her or it, might have affected his,
12 her or its settlement with and release of the Releasees, or might have affected his, her or its decision not
13 to object to this settlement. With respect to any and all Released Claims, the Settling Parties stipulate
14 and agree that, upon the Effective Date, Plaintiff shall expressly waive, and each of the Settlement Class
15 Members shall be deemed to have and by operation of the Judgment shall have expressly waived, the
16 provisions, rights and benefits of California Civil Code §1542, which provides:

17 A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS WHICH THE
18 CREDITOR DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR
19 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.

20 Upon the Effective Date, Plaintiff shall expressly waive, and each of the Settlement Class
21 Members shall be deemed to have and by operation of the Judgment shall have expressly waived, any
22 and all provisions, rights and benefits conferred by any law of any state or territory of the United States,
23 or principle of common law or international or foreign law, which is similar, comparable or equivalent
24 to California Civil Code §1542. Plaintiff may hereafter discover facts in addition to or different from
25 those which he now knows or believes to be true with respect to the subject matter of the Released
26 Claims, but Plaintiff shall expressly have upon the Effective Date, shall be deemed to have, and by
27 operation of the Judgment shall have, fully, finally and forever settled and released any and all Released
28 Claims, known or unknown, suspected or unsuspected, contingent or non-contingent, whether or not

1 concealed or hidden, which now exist or heretofore have existed, upon any theory of law or equity now
2 existing or coming into existence in the future, including, but not limited to, conduct which is negligent,
3 intentional, with or without malice or a breach of any duty, law or rule, without regard to the subsequent
4 discovery or existence of such different or additional facts. Plaintiff acknowledges, and the Settlement
5 Class Members shall be deemed by operation of the Judgment to have acknowledged, that the foregoing
6 waiver was separately bargained for and a key element of the settlement of which this release is a part.

7 **2. The Settlement**

8 2.1 As a direct result of Plaintiff's prosecution of the Action and the negotiations between
9 the Settling Parties, a proposed settlement has been reached under the following terms:

10 (a) As a result of the prosecution of this Action, Cash Systems agreed to make and
11 did make the supplemental disclosures set forth in the Form 8-K filed with the SEC on August 4, 2008,
12 attached hereto as Exhibit C.

13 (b) Without admitting any wrongdoing, fault, liability or damage, Defendants
14 acknowledge that the pendency and prosecution of the Action, and the efforts of the Plaintiff and
15 Plaintiff's Counsel, were substantial factors underlying their respective decisions to take the actions
16 described in ¶(a) above.

17 2.2 The Settling Parties agree that any of the Defendants shall have the right to withdraw
18 from the proposed settlement in the event that any court enters an injunction relating to the Acquisition
19 prior to the closing of the Acquisition, including any of the materials covered by the releases herein.

20 2.3 The Settling Parties agree that, subject to the Order of the Court, pending final
21 determination of whether the settlement provided for in this Stipulation should be approved, Plaintiff
22 and all members of the Settling Class, or any of them, are barred and enjoined from commencing,
23 prosecuting, instigating or in any way participating in the commencement or prosecution of any action
24 asserting any Released Claims, either directly, representatively, derivatively, or in any other capacity,
25 against any Releasee.

26 2.4 The Settling Parties agree that the Action was filed and prosecuted in good faith;
27 provided, however, that nothing herein is intended to waive or limit any statutory appraisal rights that
28 any Settlement Class Member may have or perfect.

1 **3. Notice Order and Settlement Hearing**

2 3.1 Within a reasonable period of time after execution of the Stipulation, Plaintiff's Counsel
3 shall submit the Stipulation together with its exhibits to the Court and apply for entry of an order (the
4 "Notice Order"), substantially in the form of Exhibit A attached hereto, requesting, *inter alia*,
5 certification of the Settling Class, preliminary approval of the settlement set forth in this Stipulation,
6 and preliminary approval of the form and content of the Summary Notice of Proposed Settlement of
7 Class Action (the "Summary Notice") and the Notice of Pendency and Settlement of Class Action
8 ("Notice"). The Summary Notice is an abbreviated version of the Notice and shall include the general
9 terms of the settlement set forth in this Stipulation, the date of the Settlement Hearing, as defined below,
10 and the general terms of the attorneys' fee and expense application.

11 3.2 Cash Systems shall assume or cause its successor to assume the administrative
12 responsibility of providing notice to the Settling Class in accordance with the Notice Order. Cash
13 Systems shall bear or cause its successor to bear the actual and reasonable costs of providing notice to
14 the Settling Class. Prior to the Settlement Hearing, Cash Systems shall file or cause its successor to file
15 with the Court an appropriate affidavit or declaration with respect to the provision of the Summary
16 Notice and the Notice to the Settling Class at least ten (10) days prior to the final approval hearing (the
17 "Settlement Hearing").

18 3.3 Plaintiff's Counsel shall request that, after the Summary Notice is published and the
19 Notice is posted, the Court hold the Settlement Hearing to: (i) approve the settlement of the Action; (ii)
20 approve the attorneys' fee and expense application; and (iii) enter a Judgment as set forth herein.

21 **4. Releases**

22 4.1 Upon the Effective Date, as defined in ¶6.1 of the Stipulation, Plaintiff and each of the
23 Settlement Class Members shall be deemed to have, and by operation of the Judgment shall have, fully,
24 finally and forever released, relinquished and discharged the Released Claims (including Unknown
25 Claims) against the Releasees. In addition, upon the Effective Date, Plaintiff and the Settlement Class
26 Members, for themselves and their respective heirs, executors, administrators, predecessors,
27 representatives, agents, successors and assigns agree to waive and shall be deemed to have waived any
28 and all rights and benefits which they now have, or in the future may have by virtue of §1542 of the

1 California Civil Code and any other similar state law provision with respect to the Released Claims,
2 including Unknown Claims.

3 4.2 Upon the Effective Date, as defined in ¶6.1 of the Stipulation, each of the Releasees shall
4 be deemed to have fully, finally and forever released, relinquished and discharged Plaintiff, each and all
5 of the Settlement Class Members and Plaintiff's Counsel from all Released Claims (including Unknown
6 Claims), based upon or arising out of the institution, prosecution, assertion, settlement or resolution of
7 the Action or the Released Claims.

8 **5. Plaintiff's Counsel's Attorneys' Fees and Expenses**

9 5.1 Upon final Court approval of the settlement and its award of attorneys' fees and
10 expenses, Cash Systems hereby agrees to or shall cause its successors to agree to pay or cause to be paid
11 attorneys' fees and expenses ordered by the Court in the amount of \$175,000, or such lower amount as
12 the Court may order, within fifteen (15) calendar days after the Court's entry of the Judgment or a
13 judgment substantially in the form of Exhibit B attached hereto. Plaintiff's Counsel agrees to repay to
14 Cash Systems or its successor any amounts paid as a result of the Court's approval if the settlement is
15 reversed or modified on appeal, the Effective Date not occurring, or the settlement being terminated.
16 The Defendants agree not to oppose any effort by Plaintiff or his counsel to obtain the attorneys' fees
17 and expenses agreed to herein. In the event that the Court's order approving the settlement is reversed
18 or modified on appeal, Plaintiff's Counsel shall refund to Cash Systems or its successor the advanced
19 amount and all interest accrued or accumulated thereon consistent with such reversal or modification.

20 5.2 Defendants will not oppose the negotiated fee and expense amount.

21 5.3 Defendants, GCA and their Related Parties shall have no responsibility for, and no
22 liability whatsoever with respect to, any allocation among Plaintiff's Counsel, or any other Person who
23 may assert some claim thereto, of any attorneys' fees and expenses amount.

24 5.4 The effectiveness of this settlement is not contingent upon the Court awarding Plaintiff's
25 Counsel's attorneys' fees and expenses and the settlement shall become unconditional when all of the
26 conditions in ¶¶6.1-6.3 are satisfied or waived, regardless of the amount of any attorneys' fees or
27 expenses approved by the Court.

28

1 **6. Conditions of Settlement, Effect of Disapproval, Cancellation or**
2 **Termination**

3 6.1 The Effective Date of the settlement shall be conditioned on the occurrence of all of the
4 following events:

5 (a) the Court has entered the Notice Order, as required by ¶3.1 of the Stipulation;
6 (b) the Summary Notice has been issued pursuant to the Notice Order and the Notice
7 has been posted pursuant to the Notice Order;

8 (c) the drafting and execution of all documentation that may be required to obtain
9 final Court approval of the terms of the settlement and the dismissal of the Action on the terms and
10 conditions outlined herein;

11 (d) the Court has entered the Judgment, or a judgment substantially in the form of
12 Exhibit B attached hereto; and

13 (e) the Judgment has become Final, as defined in ¶1.5 of the Stipulation; provided,
14 however, that if the Court has entered an Order awarding attorney's fees and expenses pursuant to ¶5.1
15 hereof (and such Order has not been reversed, stayed, suspended or otherwise altered) prior to the
16 Effective Date of the settlement, then the Effective Date shall further be conditioned on the attorneys'
17 fees and expenses awarded by the Court having been paid to Plaintiff's Counsel in accordance with ¶5.1
18 hereof.

19 6.2 If all of the conditions specified in ¶6.1 above are not satisfied, then the Stipulation shall
20 be canceled and terminated subject to ¶6.3 below unless Plaintiff's Counsel and counsel for Defendants
21 mutually agree in writing to proceed with the Stipulation.

22 6.3 In the event that the Stipulation is not approved by the Court or the settlement set forth in
23 the Stipulation is terminated in accordance with its terms, the Settling Parties shall be restored to their
24 respective positions in the Action as of August 4, 2008. In such event, the terms and provisions of the
25 Stipulation (including the recitals set forth above), except for those set forth in ¶5.1, shall have no
26 further force and effect with respect to the Settling Parties and shall not be used in the Action or in any
27 other proceeding for any purpose, and any judgment or order entered by the Court in accordance with
28 the terms of the Stipulation shall be treated as vacated, *nunc pro tunc*.

1 **7. Miscellaneous Provisions**

2 7.1 The Settling Parties: (i) acknowledge that it is their intent to consummate this
3 Stipulation; and (ii) agree to cooperate to the extent reasonably necessary to effectuate and implement
4 all terms and conditions of the Stipulation and to exercise their best efforts to accomplish the foregoing
5 terms and conditions of the Stipulation.

6 7.2 The Settling Parties intend this settlement to be a final and complete resolution of all
7 disputes between them with respect to the Action. The settlement compromises claims which are
8 contested and shall not be deemed an admission by any Settling Party as to the merits of any claim or
9 defense. The Settling Parties agree that the settlement was negotiated in good faith by the Settling
10 Parties, and reflects a settlement that was reached voluntarily after consultation with competent legal
11 counsel. The Settling Parties reserve their right to rebut, in a manner that such party determines to be
12 appropriate, any contention made in any public forum that the Action was brought or defended in bad
13 faith or without a reasonable basis.

14 7.3 Neither the Stipulation nor the settlement contained herein, nor any act performed or
15 document executed pursuant to or in furtherance of the Stipulation or the settlement: (i) is or may be
16 deemed to be or may be used as an admission of, or evidence of, the validity or lack thereof of any
17 Released Claim, or of any wrongdoing or liability of the Defendants; or (ii) is or may be deemed to be
18 or may be used as an admission of, or evidence of, any fault or omission of any of Defendants in any
19 civil, criminal or administrative proceeding in any court, administrative agency or other tribunal.

20 7.4 All agreements made and orders entered during the course of the Action relating to the
21 confidentiality of information shall survive this Stipulation.

22 7.5 All of the exhibits to this Stipulation are material and integral parts hereof and are fully
23 incorporated herein by this reference.

24 7.6 This Stipulation may be amended or modified only by a written instrument signed by or
25 on behalf of all Settling Parties or their respective successors-in-interest.

26 7.7 This Stipulation and the exhibits attached hereto constitute the entire agreement among
27 the Settling Parties with regard to the subject matter thereof and no representations, warranties or
28 inducements have been made to any party concerning the Stipulation or the exhibits annexed hereto

1 other than the representations, warranties and covenants contained and memorialized in such
2 documents. Except as otherwise provided herein, each party shall bear its own costs.

3 7.8 While denying that any claim advanced in the Action was meritorious, Defendants agree
4 that the Action was filed in good faith and in accordance with the applicable Nevada law and rules of
5 Court and are being settled voluntarily after consultation with competent legal counsel.

6 7.9 Plaintiff's Counsel, on behalf of the Settling Class, is expressly authorized by Plaintiff to
7 take all appropriate actions required or permitted to be taken by the Settling Class pursuant to the
8 Stipulation to effectuate its terms and also are expressly authorized to enter into any modifications or
9 amendments to the Stipulation on behalf of the Settling Class, which they deem appropriate.

10 7.10 Each counsel or other Person executing the Stipulation or any of its exhibits on behalf of
11 any party hereto hereby warrants that such Person has the full authority to do so.

12 7.11 Each of the Settling Parties has cooperated in the drafting and preparation of this
13 Stipulation. Therefore, in any construction to be made of this Stipulation, the same shall not be
14 construed against any one party on the basis that the party was the drafter.

15 7.12 The Stipulation may be executed in one or more counterparts. All executed counterparts
16 and each of them shall be deemed to be one and the same instrument. A complete set of original
17 executed counterparts shall be filed with the Court.

18 7.13 The Stipulation shall be binding upon, and inure to the benefit of, the successors and
19 assigns of the parties hereto.

20 7.14 The Court shall retain jurisdiction with respect to implementation and enforcement of the
21 terms of the Stipulation, and all parties hereto submit to the jurisdiction of the Court for purposes of
22 implementing and enforcing the settlement embodied in the Stipulation.

23 7.15 This Stipulation and the exhibits annexed hereto shall be considered to have been
24 negotiated, executed and delivered, and to be wholly performed, in the State of Nevada, and the rights
25 and obligations of the parties to the Stipulation shall be construed and enforced in accordance with, and
26 governed by, the internal, substantive laws of the State of Nevada without giving effect to that State's
27 choice of law principles.

28 **[SIGNATURE PAGE FOLLOWS]**

1 IN WITNESS WHEREOF, the parties hereto have caused the Stipulation to be executed, by
2 their duly authorized attorneys,

3 DATED: October 31, 2008

BLACK & LOBELLO
JOHN P. ALDRICH

4
5 /s/John P. Aldrich

JOHN P. ALDRICH

6 10777 W. Twain Avenue, #300
7 Las Vegas, NV 89135
8 Telephone: (702) 869-8801
9 Facsimile: (702) 869-2669

10 ROBBINS UMEDA & FINK, LLP
11 BRIAN J. ROBBINS
12 JEFFREY P. FINK
13 JULIA M. WILLIAMS
14 610 West Ash Street, Suite 1800
15 San Diego, CA 92101
16 Telephone: (619) 525-3990
17 Facsimile: (619) 525-3991

Attorneys for Plaintiff

14 DATED: October 31, 2008

KUMMER KAEMPFER BONNER RENSHAW
& FERRARIO
MARK E. FERRARIO
WILLIAM L. BRYSON

17 /s/ Mark E. Ferrario

MARK E. FERRARIO

18 3800 Howard Hughes Parkway, 7th Floor
19 Las Vegas, NV 89169
20 Telephone: (702) 792-7000
21 Facsimile: (702) 796-7181

22 WILSON SONSINI GOODRICH & ROSATI
23 Professional Corporation
24 IGNACIO SALCEDA
25 BORIS FELDMAN
26 IGNACIO SALCEDA
27 KATHERINE L. HENDERSON
28 MERAY AVIAL-MAGEN
650 Page Mill Road
Palo Alto, CA 94304-1050
Telephone: (650) 493-9300
Facsimile: (650) 565-5100

Counsel for Defendants Cash Systems, Inc.,
Michael D. Rumbolz, Patricia W. Becker,
Patrick R. Cruzen, Donald D. Snyder, and Don
R. Kornstein

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28