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DISTRICT COURT
CLARK COUNTY, NEVADA

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

Plaintiff,)

vs.)

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

Defendants.)

Case No. A565593
Dept. 17

NOTICE OF PENDENCY AND
SETTLEMENT OF CLASS ACTION

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

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

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

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

14 **II. THE SETTLEMENT**

15 As a direct result of the prosecution of the action and the extensive negotiations between the
16 Settling Parties, a proposed settlement has been reached under the following terms:

17 (a) As a result of the prosecution of this Action, Cash Systems agreed to make and did make
18 the supplemental disclosures set forth in the Form 8-K filed with the SEC on August 4, 2008; a copy is
19 attached to the Stipulation as Exhibit C; and

20 (b) Without admitting any wrongdoing, fault, liability or damage, Cash Systems and the
21 Individual Defendants acknowledge that the pendency and prosecution of the action, and the efforts of
22 the Plaintiff and Plaintiff's Counsel, were a substantial factor underlying their respective decisions to
23 take the actions described in ¶(a) above. In addition, Cash Systems and the Individual Defendants
24 acknowledge that the additional disclosures and information provided in Cash Systems Form 8-K were
25 made and provided in substantial part due to Plaintiff's and Plaintiff's Counsel's pursuit of this Action.

26 The Settling Parties agree, for purposes of this settlement only, to certification of a settlement
27 class under Nevada Rule of Civil Procedure 23(a) and 23(b)(3) and to the approval of Plaintiff as the
28 class representative and Plaintiff's Counsel as Class Counsel for the Settling Class.

1 Plaintiff's Counsel have neither received any payment for their services in conducting the Action
2 on behalf of the Plaintiff and the Class, nor have Plaintiff's Counsel been reimbursed for their expenses.
3 Subsequent to negotiation the substantive terms of the Settlement, counsel for the Settling Parties
4 agreed that, subject to the approval of the Court, the amount of attorneys' fees and expenses paid to
5 Plaintiff's Counsel will be in the amount of \$175,000 (the "Fee and Expense Amount"). Plaintiff's
6 Counsel will seek approval from the Court for the agreed upon Fee and Expense Amount, and
7 Defendants will not oppose. Settlement Class Members will neither be personally liable for any
8 attorneys' fees or expenses awarded by the Court, nor will any such award affect Settlement Class
9 Members' rights under the settlement.

10 **III. DISMISSAL AND RELEASES**

11 If the proposed settlement is approved, the Court will enter a Final Order and Judgment (the
12 "Judgment"). The Judgment will dismiss the Released Claims (including Unknown Claims) with
13 prejudice as to all Releasees, and the Settlement Class Members will be barred from asserting any of the
14 Released Claims in the future, unless the settlement is canceled or terminated pursuant to the terms of
15 the Stipulation.

16 **IV. REASONS FOR SETTLEMENT**

17 Plaintiff believes that the claims asserted in the action have merit. However, Plaintiff's Counsel
18 recognize and acknowledge the expense and length of continued proceedings necessary to prosecute the
19 action against the Defendants through trial and through appeals. Plaintiff's Counsel also have taken into
20 account the uncertain outcome and the risk of any litigation, especially in a complex action such as this
21 Action, as well as the difficulties and delays inherent in such litigation. Plaintiff's Counsel also are
22 mindful of the inherent problems of proof and possible defenses to the claims asserted in the Action.
23 Plaintiff's Counsel believe that the settlement set forth in this Stipulation confers substantial benefits
24 upon the Settling Class. Based on their evaluation, Plaintiff's Counsel have determined that the
25 settlement set forth in the Stipulation is in the best interests of the Plaintiff and the Settling Class.

26 Defendants have denied and continue to deny each and all of the claims and contentions alleged
27 by Plaintiff in the Action. Nonetheless, they have concluded that further conduct of the Action would
28

1 be protracted and expensive, and that it is desirable to them, and in the best interests of Cash Systems
2 and its shareholders, that the Action be fully and finally settled.

3 **V. NOTICE OF HEARING ON PROPOSED SETTLEMENT**

4 A Settlement Hearing will be held on April 13, 2009, at 8:30 a.m. before the Honorable Michael
5 Villani, District Court for Clark County, Nevada, Dept 17, 200 Lewis Avenue, Las Vegas, Nevada (the
6 "Settlement Hearing"). The purpose of the Settlement Hearing will be to determine: (a) whether the
7 settlement set forth in the Stipulation should be approved as fair, just, reasonable and adequate; (b)
8 whether the action should be dismissed with prejudice; and (c) whether the Court should approve the
9 Fee and Expense Amount. The Court may adjourn or continue the Settlement Hearing by oral
10 announcement at such hearing or at any adjournment without further notice of any kind.

11 **VI. DEFINITIONS USED IN THIS NOTICE**

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

13 1.1 "Defendants" means Cash Systems, Michael D. Rumbolz, Patricia W. Becker, Patrick R.
14 Cruzen, Donald D. Snyder and Don R. Kornstein.

15 1.2 "Effective Date" means the first date by which all of the events and conditions specified
16 in ¶6.1 of the Stipulation have been met and have occurred.

17 1.3 "Final" means: (i) the date of final affirmance on an appeal of the Judgment the
18 expiration of the time for a petition for or a denial of a writ of certiorari to review the Judgment and, if
19 certiorari is granted, the date of final affirmance of the Judgment following review pursuant to that
20 grant; or (ii) the date of final dismissal of any appeal from the Judgment or the final dismissal of any
21 proceeding on certiorari to review the Judgment; or (iii) if no appeal is filed, the expiration date of the
22 time for the filing or noticing of any appeal from the Court's Judgment approving the Stipulation.

23 1.4 "Individual Defendants" means Michael D. Rumbolz, Patricia W. Becker, Patrick R.
24 Cruzen, Donald D. Snyder and Don R. Kornstein.

25 1.5 "Person" means an individual, corporation, partnership, limited partnership, association,
26 joint stock company, estate, legal representative, trust, unincorporated association, government or any
27 political subdivision or agency thereof and any business or legal entity, and their spouses, heirs,
28 predecessors, successors, representatives or assignees.

1 1.6 "Plaintiff" means Steven R. Staehr.

2 1.7 "Plaintiff's Counsel" means Robbins Umeda & Fink, LLP, Jeffrey P. Fink and Julia M.
3 Williams, 610 West Ash Street, Suite 1800, San Diego, CA 92101, Telephone: (619) 525-3990.

4 1.8 "Related Parties" means each of Defendants' past or present directors, officers,
5 employees, partners, members, principals, agents, underwriters, insurers, co-insurers, reinsurers,
6 controlling shareholders, attorneys, accountants or auditors, banks or investment banks, legal
7 representatives, predecessors, successors, parents, subsidiaries, divisions, affiliates, joint ventures,
8 assigns, related or affiliated entities, any entity in which Defendants have a controlling interest, and any
9 members of an Individual Defendant's family or any trust of which any Individual Defendant is the
10 settlor or which is for the benefit of any Individual Defendant and/or members of his or her family.

11 1.9 "Released Claims" shall collectively mean and include the complete release and
12 settlement of all known or unknown, suspected or unsuspected, concealed or hidden claims for legal,
13 equitable or declaratory relief or damages to the fullest extent permitted by the law or due process, by
14 Plaintiff and each and every member of the Settling Class, their successors, heirs, assigns, which have
15 been or could have been asserted in the Action including, without limitation, any class, derivative,
16 individual and all state and federal claims, claims arising under state or federal law, including the
17 federal securities laws, whether directly or representatively which now or hereafter are based upon,
18 arise out of, relate to, or involve, directly or indirectly, any of the allegations, facts, transactions or
19 claims set forth in the Action concerning the Acquisition including, without limitation, any discussions
20 and negotiations leading up to the entry into the Acquisition, the preparation and approval of the proxy
21 statement, or any other disclosures relating to the Acquisition, or any fiduciary duty or disclosure
22 obligations of any of the Defendants or other Persons to be released with respect to any of the foregoing
23 or the settlement (whether or not such claim could have been asserted in the Action) against the
24 Releasees (as defined below), but shall not include shareholder appraisal rights.

25 1.10 "Releasees" means each and every Defendant (including Cash Systems), GCA and
26 Alpine Advisors, LLC, and each of their respective predecessors, successors, parents, subsidiaries,
27 affiliates, agents and insurers (including, without limitation, past and present officers, directors,
28 employees, agents, attorneys, financial and other advisors or consultants, accountants, persons who

1 provided fairness opinions, investment bankers and/or attorneys of any of the foregoing, and their past
2 or present predecessors, successors, parents, subsidiaries, heirs, executors, administrators, estates,
3 partners, members, shareholders, affiliates and agents).

4 1.11 "Settling Class" means all Persons who held shares of Cash Systems common stock as of
5 June 16, 2008 through and including the sale of Cash Systems, as contemplated in the Acquisition.
6 Excluded from the Settling Class are the Releasees and the legal representatives, heirs, successors or
7 assigns of any such Releasee.

8 1.12 "Settlement Class Member" means a Person who falls within the definition of the
9 Settling Class.

10 1.13 "Settling Parties" means Defendants and Plaintiff, on behalf of himself and each of the
11 Settlement Class Members.

12 1.14 "Unknown Claims" means any Released Claims which Plaintiff, or any Settlement Class
13 Member, does not know or suspect to exist in his, her or its favor at the time of the release of the
14 Released Claims in favor of the Releasees which, if known by him, her or it, might have affected his,
15 her or its settlement with and release of the Releasees, or might have affected his, her or its decision not
16 to object to this settlement. With respect to any and all Released Claims, the Settling Parties stipulate
17 and agree that, upon the Effective Date, Plaintiff shall expressly waive, and each of the Settlement Class
18 Members shall be deemed to have and by operation of the Judgment shall have expressly waived, the
19 provisions, rights and benefits of California Civil Code §1542, which provides:

20 A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS WHICH THE
21 CREDITOR DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR
22 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.

23 Upon the Effective Date, Plaintiff shall expressly waive, and each of the Settlement Class
24 Members shall be deemed to have and by operation of the Judgment shall have expressly waived, any
25 and all provisions, rights and benefits conferred by any law of any state or territory of the United States,
26 or principle of common law or international or foreign law, which is similar, comparable or equivalent
27 to California Civil Code §1542. Plaintiff may hereafter discover facts in addition to or different from
28 those which he now knows or believes to be true with respect to the subject matter of the Released

1 Claims, but Plaintiff shall expressly have upon the Effective Date, shall be deemed to have, and by
2 operation of the Judgment shall have, fully, finally and forever settled and released any and all Released
3 Claims, known or unknown, suspected or unsuspected, contingent or non-contingent, whether or not
4 concealed or hidden, which now exist or heretofore have existed, upon any theory of law or equity now
5 existing or coming into existence in the future, including, but not limited to, conduct which is negligent,
6 intentional, with or without malice or a breach of any duty, law or rule, without regard to the subsequent
7 discovery or existence of such different or additional facts. Plaintiff acknowledges, and the Settlement
8 Class Members shall be deemed by operation of the Judgment to have acknowledged, that the foregoing
9 waiver was separately bargained for and a key element of the settlement of which this release is a part.

10 **VII. CONDITIONS FOR SETTLEMENT**

11 The settlement is conditioned upon the occurrence of certain events. Those events include,
12 among other things: (1) dismissal of the Action with prejudice; (2) entry of the Judgment by the Court,
13 as provided for in the Stipulation; and (3) affirmance of the Judgment by the highest appellate court to
14 review it or expiration of the time for all appellate review of the Judgment. If, for any reason, any one
15 of the conditions described in the Stipulation is not met, the Stipulation might be terminated and, if
16 terminated, will become null and void, and the Settling Parties to the Stipulation will be restored to their
17 respective positions prior to the execution of the Stipulation.

18 **VIII. THE RIGHT TO BE HEARD AT THE HEARING**

19 Any Settlement Class Member may, but is not required to, enter an appearance in the litigation
20 and be represented by counsel of his, her or its choice and expense. Any Settlement Class Member who
21 does not enter an appearance will be represented by Plaintiff's Counsel. Any Settlement Class Member
22 who objects to the settlement, may appear and be heard at the Settlement Hearing. Any such Person
23 must submit a written notice of objection, mailed or hand delivered such that it is received on or before
24 March 30, 2009, by each of the following:

25 CLERK OF THE COURT
26 CLARK COUNTY DISTRICT COURT
27 200 LEWIS AVENUE, 5th FLOOR
28 P.O. BOX 551601
LAS VEGAS, NV 89155-1601

1 BLACK & LOBELLO
2 JOHN P. ALDRICH
3 10777 W. TWAIN AVENUE, #300
4 LAS VEGAS, NV 89135
5 Telephone: (702) 869-8801
6 Facsimile: (702) 869-2669

7 ROBBINS UMEDA & FINK, LLP
8 BRIAN J. ROBBINS
9 JEFFREY P. FINK
10 JULIA M. WILLIAMS
11 610 WEST ASH STREET, SUITE 1800
12 SAN DIEGO, CA 92101
13 Telephone: (619) 525-3990
14 Facsimile: (619) 525-3991

15 Attorneys for Plaintiff

16 The notice of objection must demonstrate the Person's membership in the Class. A notice of
17 objection shall contain a statement of the reasons for the objection. Only Settlement Class Members
18 who have submitted written notices of objection in this manner will be entitled to be heard at the
19 Settlement Hearing, unless the Court orders otherwise.

20 **IX. EXAMINATION OF PAPERS**

21 This Notice is a summary and does not describe all the details of the Stipulation. For full details
22 of the matters discussed in this Notice, you may desire to review the Stipulation filed with the Court,
23 which may be inspected during business hours, at the office of the Clerk of the Court, District Court of
24 Clark County, Nevada, 200 Lewis Avenue, 5th Floor, Las Vegas, Nevada. The Stipulation will also be
25 available for viewing on Cash Systems' website at www.cashsystems.com.

26 **X. INTERIM INJUNCTION**

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

For further information regarding this settlement you may contact: Brian J. Robbins, Esq.,
Robbins Umeda & Fink, LLP, 610 West Ash Street, Suite 1800, San Diego, CA 92101, (619) 525-3990.

DO NOT TELEPHONE THE COURT REGARDING THIS NOTICE

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DATED: March 5, 2009

BY ORDER OF

/s/ Michael Villani

HONORABLE MICHAEL VILLANI
DISTRICT COURT JUDGE

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