

**UNITED STATES DISTRICT COURT
DISTRICT OF NEVADA**

IN RE GLOBAL CASH ACCESS HOLDINGS,
INC. SECURITIES LITIGATION

Case No.: 2:08-CV-01320-JCM-PAL

STIPULATION AND AGREEMENT OF SETTLEMENT

This Stipulation and Agreement of Settlement (“Settlement Agreement”), dated as of February 17, 2010, is entered into by and among Lead Plaintiff City of Richmond Retirement System (“Lead Plaintiff”), on behalf itself and the Class (as defined herein), and defendants Global Cash Access Holdings, Inc., Kirk Sanford, Harry C. Hagerty, III, Walter G. Kortschak, Charles J. Fitzgerald, E. Miles Kilburn, William H. Harris, Karim Maskatiya, Robert Cucinotta, Summit Partners L.P., M&C International, Deloitte & Touche LLP, Goldman, Sachs & Co., J.P. Morgan Securities Inc., JPMorgan Chase & Co., Banc of America Securities LLC, Citigroup Global Markets Inc., Cowen and Company, LLC, Deutsche Bank Securities Inc., and Wachovia Capital Markets, LLC (collectively, “Defendants”), by and through their undersigned attorneys of record, subject to approval of the United States District Court for the District of Nevada (the “Court”) pursuant to Rule 23 of the Federal Rules of Civil Procedure.

WHEREAS:

A. All capitalized words or terms not otherwise defined herein shall have the meaning set forth in Section 1 below, entitled “Definitions.”

B. By Order dated June 26, 2008, the City of Richmond Retirement System was appointed by the Honorable Shirley Wohl Kram to serve as Lead Plaintiff on behalf of the Class

in *In re Global Cash Access Holdings, Inc.*, No. 08-CV-3516 (SWK) (S.D.N.Y.) (the “New York Action”).

C. On August 18, 2008, Lead Plaintiff filed a Consolidated Class Action Complaint (“CCAC”) in the New York Action that, *inter alia*, named the Defendants as defendants and asserted claims against each pursuant to the Securities Act of 1933;

D. By Order dated September 18, 2008, the Honorable Shirley Wohl Kram transferred the New York Action to the United States District Court for the District of Nevada, where it proceeded under the caption *In re Global Cash Access Holdings, Inc. Securities Litigation*, Case No. 2:08-CV-01320-JCM-PAL (D. Nev.), with the CCAC serving as the operative complaint;

E. Each of the Defendants moved to dismiss the CCAC, but those motions were denied by Order dated June 29, 2009;

F. The parties thereafter commenced discovery, which included the exchange of initial disclosures, interrogatories, and requests for production of documents, and responses thereto, including the production of a substantial volume of documents;

G. On December 16, 2009, the parties’ counsel participated in mediation in an effort to determine whether a consensual resolution of the Action could be achieved prior to the expenditure of additional time and expense on the litigation, including numerous depositions which had been noticed and were in the process of being scheduled to take place during January and February 2010; and

H. No settlement was reached at the mediation, but the parties’ counsel thereafter continued to engage in arms’-length negotiations with the assistance of the mediator, and reached

an agreement-in-principle on December 23, 2009 to settle the Action on terms that include the payment of a total of \$5,875,000 in cash to the Class, as set forth below; and

I. At the time the settlement was reached, no Class had been certified in the Securities Action, but Lead Plaintiff's motion for certification of the Class was pending.

NOW, THEREFORE, in consideration of the mutual terms, conditions, releases covenants and agreements set forth in this Settlement Agreement, Lead Plaintiff (on behalf of itself and the Class) and the Defendants hereby agree on the following terms:

1. Definitions

As used in this Settlement Agreement, the following terms have the meanings specified below:

1.1 "Action" shall mean *In re Global Cash Access Holdings, Inc. Securities Litigation*, 2:08-CV-01320-JCM-PAL, currently pending in the United States District Court for the District of Nevada.

1.2 "Authorized Claimant" means a Class member who submits a timely and valid Proof of Claim form to the Claims Administrator.

1.3 "Claims Administrator" means the firm of Analytics Inc., which shall administer the Settlement.

1.4 "Class" shall mean all persons and entities who purchased or otherwise acquired Global Cash Access Holdings, Inc. ("GCAH") common stock from September 22, 2005 through November 14, 2007, inclusive (the "Class Period"). Excluded from the Class are (1) the Defendants; (2) members of the immediate family of each of the Defendants; (3) the subsidiaries and affiliates of GCAH; (4) any person or entity who is, or was during the Class Period, a partner, officer, executive, employee or director of GCAH, or a partner, officer, executive, or

director of any of the other Defendants; (5) any entity in which any such excluded person or entity has a majority interest; (6) the legal representatives, heirs, successors or assigns of any of the excluded persons or entities specified in this paragraph; and (7) the insurance carriers who provide directors' and officers' liability insurance to GCAH and/or any of the Defendants related to the claims in this Action. Also excluded from the Class are any putative Class members who exclude themselves by filing a timely and valid request for exclusion in accordance with the requirements set forth in the Class Notice.

1.5 "Class Counsel" shall mean Grant & Eisenhofer P.A.

1.6 "Class Notice" shall mean a notice of the proposed Settlement to be provided to members of the Class, substantially in the form attached as Exhibit 1 to Exhibit A hereto.

1.7 "Court" shall mean the United States District Court for the District of Nevada.

1.8 "GCAH Defendants" shall mean Global Cash Access Holdings, Inc., Kirk Sanford, Harry C. Hagerty, III, Walter G. Kortschak, Charles J. Fitzgerald, E. Miles Kilburn, William H. Harris, Karim Maskatiya, Robert Cucinotta, Summit Partners L.P., and M&C International.

1.9 "Underwriter Defendants" shall mean Goldman, Sachs & Co., J.P. Morgan Securities Inc., JPMorgan Chase & Co., Banc of America Securities LLC, Citigroup Global Markets Inc., Cowen and Company, LLC, Deutsche Bank Securities Inc., and Wachovia Capital Markets, LLC.

1.10 "Deloitte" shall mean Deloitte & Touche LLP.

1.11 "Defendants" shall mean the GCAH Defendants, the Underwriter Defendants, and Deloitte.

1.12 "Defendants' Counsel" shall mean Morrison & Foerster LLP; Paul, Weiss, Rifkind, Wharton & Garrison LLP; Patton Boggs LLP; and Gibson, Dunn & Crutcher LLP.

1.13 “Escrow Agent” shall mean Grant & Eisenhofer P.A.

1.14 “Final” shall mean that the period for any appeals or petitions for certiorari (“Appeal Proceeding”) has expired without the initiation of an Appeal Proceeding, or, if an Appeal Proceeding has been timely initiated, that there has occurred a full and final disposition of any such Appeal Proceeding without a reversal or any material modification, including the exhaustion of proceedings in any remand and/or subsequent appeal after remand. Notwithstanding any other provision herein, the Final Order and Judgment (defined herein) shall be deemed Final at the time set forth in the preceding sentence even if, at that time, (i) the Court has not yet entered an order regarding the Plan of Allocation or the award of legal fees and expenses to Class Counsel, (ii) an order regarding the Plan of Allocation or the award of legal fees and expenses to Class Counsel has been entered but has not yet become Final, or (iii) an order regarding the Plan of Allocation or the award of legal fees and expenses to Class Counsel has been entered but is modified following an Appeal Proceeding.

1.15 “Final Order and Judgment” shall mean the order of the Court, a proposed form of which is attached hereto as Exhibit B, that shall certify the Class for purposes of this Settlement only; appoint Lead Plaintiff as the Class representative for purposes of the Settlement only; approve the Settlement on the terms set forth in this Settlement Agreement, without material modification; and dismiss the Action as to all claims and as to all Defendants, with prejudice.

1.16 “Lead Plaintiff” shall mean the City of Richmond Retirement System.

1.17 “Material modification” shall mean a change to the terms of the Settlement that materially affects the agreement of the parties, including particularly material changes to the parties participating in the Settlement (including the definition of the Class), the scope of the releases, the entry of a final judgment, or the amount paid as set forth in Section 2.1. A

modification to the Plan of Allocation, the amount of attorneys' fees, costs, or expenses awarded by the Court, or the details for notice, administration of claims, or timing for payments made from the Settlement Fund shall not be material modifications to the Settlement.

1.18 "Memorandum of Understanding" shall mean the Memorandum of Understanding executed by the Settling Parties on January 25, 2010.

1.19 "Plan of Allocation" shall mean the plan approved by the Court for allocating the proceeds of the Settlement Fund among members of the Class.

1.20 "Preliminary Approval Order" shall mean an order, the proposed form of which is attached hereto as Exhibit A, preliminarily approving the Settlement and certifying the Class for purposes of the Settlement, and approving the Class Notice and a plan for distributing the Class Notice.

1.21 "Proof of Claim" shall mean the document provided to members of the Class, substantially in the form attached as Exhibit 2 to Exhibit A hereto, which must be submitted by Class members along with such supporting documents as are designated therein, including proof of the transactions claimed and the losses incurred thereon (or such documents or proof as the Claims Administrator in its discretion may deem acceptable), in order to establish their eligibility to participate in the distribution of the Settlement Fund.

1.22 "Released Claims" shall mean all claims, known or unknown (including unknown claims as set forth below in Section 2.3.1), by Lead Plaintiff or any other member of the Class, against any of the Released Defendant Parties (defined herein), that (i) were or could have been asserted in the Action; (ii) arise in connection with the purchase, acquisition, or holding of GCAH common stock during the Class Period; or (iii) relate to the subject matter of the Action and/or the allegations of the Consolidated Class Action Complaint filed on August 18, 2008 and

relate to the claimant's ownership of or transactions in GCAH common stock during the Class Period (except for claims to enforce the terms and conditions of the Settlement Agreement). For the avoidance of doubt, the term "Released Claims" does not include claims that were brought in the consolidated shareholder derivative cases entitled *In re Global Cash Access Holdings Inc. Derivative Litigation*, Case No. 2:07-cv-01659-JCM-PAL, which were resolved by Court order on May 19, 2009 or direct or derivative claims brought by or on behalf of GCAH.

1.23 "Released Defendants' Claims" shall mean any and all claims, known or unknown (including unknown claims as set forth below in Section 2.4.1), by any of the Defendants against any of the Released Plaintiff Parties (as defined herein) which arise from the institution, prosecution, or settlement of the Action (except for claims to enforce the terms and conditions of the Settlement Agreement)..

1.24 "Released Plaintiff Parties" shall mean Lead Plaintiff and Robert Lowinger, and each of their past or present parents, subsidiaries, affiliates, investment funds, predecessors, successors, agents, advisors, insurers, attorneys, and their respective past, present, or future officers, directors, partners, members, managing directors, principals and employees.

1.25 "Released Defendant Parties" shall mean Defendants and each of their past or present parents, subsidiaries, affiliates, investment funds, predecessors, successors, agents, advisors, insurers, attorneys, and their respective past, present or future officers, directors, partners, members, managing directors, principals and employees, as well as subcontractors of Deloitte.

1.26 "Settlement" shall mean the settlement to be consummated under this Settlement Agreement pursuant to the Final Order and Judgment.

1.27 “Settlement Amount” shall mean \$5,875,000.00, to be paid according to the provisions of Sections 2.1 and 2.2 below.

1.28 “Settlement Fund” shall mean the principal amount of the Settlement Amount plus any accrued interest.

1.29 “Settlement Fund Account” shall mean the account that the Escrow Agent shall establish at a federally insured financial institution and into which the Settlement Amount shall be deposited.

1.30 “Settling Parties” shall mean (i) Lead Plaintiff, on behalf of itself and the Class, and (ii) Defendants.

1.31 “Summary Notice” shall mean the summary notice of proposed Settlement and hearing for publication, substantially in the form attached as Exhibit 3 to Exhibit A hereto.

1.32 “Supplemental Agreement” shall mean the Supplemental Agreement entered into by the Settling Parties on January 25, 2010 in connection with the execution of the Memorandum of Understanding.

2. Consideration and Releases

2.1 In full settlement of all Released Claims by Lead Plaintiff and the Class and in consideration of the releases described in Section 2.3 below:

a. The GCAH Defendants agree to cause GCAH’s insurance carrier to pay the sum of \$5,000,000 in cash for the benefit of the Class (the “GCAH Payment”).

b. Deloitte agrees to pay the sum of \$875,000 in cash for the benefit of the Class (the “Deloitte Payment”).

2.2 Within 30 calendar days after the Court enters the Preliminary Approval Order, Deloitte shall pay the Deloitte Payment and the GCAH Defendants shall cause GCAH’s insurer

to pay the GCAH Payment to the Settlement Fund Account, as directed by Class Counsel. Upon payment of the amounts stated in paragraph 2.1, Defendants shall have no further liability for payment of any amounts in this Action, including for the payment of plaintiff's attorneys' fees, costs and expenses or the costs and expenses to administer the Settlement.

2.3 Effective upon the Final Order and Judgment becoming Final, Lead Plaintiff and the Class shall and by operation of the Final Order and Judgment shall be deemed to fully, finally and forever release the Released Defendant Parties from the Released Claims, and Lead Plaintiff and all Class members shall be forever barred and enjoined from commencing, instituting or maintaining any Released Claims against any Released Defendant Parties.

2.3.1 Lead Plaintiff acknowledges for itself and on behalf of the Class members that the claims being released pursuant to Section 2.3 may include claims, rights, causes of actions or suits that are not known or suspected to exist, but that otherwise fit the definition of Released Claims. These unknown claims are nonetheless being released, and Lead Plaintiff, on its own behalf and on behalf of the Class, hereby waives the rights provided in California Civil Code Section 1542, which provides:

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

Lead Plaintiff, on its own behalf and on behalf of the Class, waives the rights provided by this and any similar statute or common law principle in California or other jurisdictions.

Lead Plaintiff, on its own behalf and on behalf of the Class, acknowledges that the inclusion of these unknown claims in the definitions of Released Claims was separately bargained for and was a key element of the Settlement.

2.4 Effective upon the Final Order and Judgment becoming Final, Defendants shall and by operation of the Final Order and Judgment shall be deemed to fully, finally, and forever release the Released Plaintiff Parties from the Released Defendants' Claims, and Defendants shall be forever barred and enjoined from commencing, instituting or maintaining any Released Defendants' Claims against any Released Plaintiff Parties.

2.4.1 Defendants acknowledge that the claims being released pursuant to Section 2.4 may include claims, rights, causes of action or suits that are not known or suspected to exist that arise from the institution, prosecution, or settlement of the Action. These claims are nonetheless being released, and Defendants hereby waive the rights provided in California Civil Code Section 1542, which provides:

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

Defendants waive the rights provided by this and any similar statute or common law principle in California or other jurisdictions. Defendants acknowledge that the inclusion of these unknown claims in the definitions of Released Defendants' Claims was separately bargained for and was a key element of the Settlement.

3. Approval of the Settlement by the Court

3.1 The Settlement is subject to Court approval. The Settling Parties shall cooperate in good faith, including by taking all steps and efforts contemplated by this Settlement Agreement and any other steps or efforts which may become necessary by order of the Court (unless such order materially modifies the terms of this Settlement Agreement), to obtain Court approval of the Settlement and to carry out its terms, including the following:

3.1.1 As soon as reasonably practicable after execution of this Settlement Agreement, the Settling Parties shall submit this Settlement to the Court for preliminary approval. The Settling Parties shall in good faith take reasonably prompt steps to secure expeditious entry of the Preliminary Approval Order, in the form attached hereto as Exhibit A, and request that the Court schedule a prompt fairness hearing.

3.1.2 On the date and in the manner set by the Court in its Preliminary Approval Order, Lead Plaintiff shall cause the Class Notice to be transmitted in the form and manner approved by the Court, and shall cause the Summary Notice to be published in the form and manner approved by the Court.

4. Settlement Administration and Distribution

4.1 The Escrow Agent shall establish at a federally-insured financial institution (“Financial Institution”) the Settlement Fund Account which shall be considered a common fund created in connection with the Action. The Escrow Agent may retain up to \$250,000 of the Settlement Fund in cash in the Settlement Fund Account for the purpose of paying Taxes and other expenses associated with the administration of the Settlement, and shall invest all other funds held in escrow in the Settlement Fund Account only in United States Treasury securities and/or securities of United States agencies backed by the full faith and credit of the United States Treasury, or mutual funds or money market accounts that invest exclusively in the foregoing securities. All funds held by the Escrow Agent in the Settlement Fund Account pursuant to this Settlement Agreement shall be deemed and considered to be in the legal custody of the Court until such time as such funds shall be distributed pursuant to further order(s) of the Court or pursuant to the terms of this Settlement.

4.2 The monies in the Settlement Fund Account shall be used (i) to pay any Taxes, as defined in Section 4.4 below, (ii) to pay any Notice and Administration Costs, as defined in Section 4.5 below, and (ii) to pay any attorneys' fees and expenses awarded by the Court, as referred to in Sections 5.1 and 5.2 below. The balance in the Settlement Fund Account after payment of the foregoing shall be the "Net Settlement Fund." The Net Settlement Fund shall be distributed to the Authorized Claimants in accordance with the Class Distribution Order, as provided in Sections 4.10 through 4.17 below. Lead Plaintiff, its attorneys and the Class shall look solely to the Settlement Fund for payment of their fees, costs and expenses and the fees, costs and expenses to administer the Settlement.

4.3 The Settling Parties agree that the Settlement Fund Account is intended to be a Qualified Settlement Fund within the meaning of Treasury Regulation §1.468B-1 and that Class Counsel shall be the "administrator" of the Settlement Fund Account within the meaning of Treasury Regulation §1.468B-2(k)(3), and shall be responsible for filing tax returns for the Settlement Fund Account and paying from the Settlement Fund Account any Taxes owed with respect to the Settlement Fund Account. The parties hereto agree that the Settlement Fund Account shall be treated as a Qualified Settlement Fund from the earliest date possible, and agree to any relation-back election required to treat the Settlement Fund Account as a Qualified Settlement Fund from the earliest date possible. Counsel for the GCAH Defendants and for Deloitte agree to provide promptly to Class Counsel the required statement described in Treasury Regulation § 1.468B-3(e).

4.4 All (i) taxes on the income of the Settlement Fund Account and (ii) expenses and costs incurred in connection with the taxation of the Settlement Fund Account (including, without limitation, expenses of tax attorneys and accountants) (collectively "Taxes") shall be

paid out of the Settlement Fund Account, shall be considered to be a cost of administration of the Settlement and shall be timely paid by the Escrow Agent without prior order of the Court.

4.5 The Escrow Agent may direct the Financial Institution in writing to disburse from the Settlement Fund Account, without further approval from the Defendants or the Court, amounts for the payment of the reasonable costs and expenses associated with the administration of the Settlement, including, without limitations, the actual costs of identifying members of the Class, printing and mailing the Class Notice and Proof of Claim, publication of the Summary Notice, reimbursements to nominee owners for forwarding the Class Notice and Proof of Claim to their beneficial owners, and the administrative expenses incurred and fees charged by the Claims Administrator in connection with providing notice and processing the submitted claims (collectively, “Notice and Administration Costs”). If the Settlement Agreement is terminated for any reason, or the Final Order and Judgment is not approved or entered or does not become Final, the Escrow Agent shall return all monies paid into the Settlement Fund Account to the persons who paid them, as set forth in Section 9.3 below, except that the Escrow Agent shall have no obligation to return amounts actually incurred for Notice and Administration Costs, up to \$250,000.

4.6 The Claims Administrator shall administer the Settlement under Class Counsel’s supervision and subject to the jurisdiction of the Court. Defendants shall have no role or responsibility for the administration of the Settlement and shall have no liability to the Class in connection with such administration. GCAH and its counsel shall cooperate in the administration of the Settlement to the extent reasonably necessary to effectuate its terms, including undertaking reasonable efforts to cooperate in the production of information with respect to the identification of Class members from GCAH’s shareholder transfer records.

4.7 Class Counsel shall propose to the Court, and the Court shall approve in its discretion, a Plan of Allocation that shall provide for the allocation of the Settlement Fund among Lead Plaintiff and other members of the Class. The Plan of Allocation is a matter separate and apart from the proposed Settlement and any decision by the Court concerning the Plan of Allocation shall not affect the validity or finality of the proposed Settlement. It is not a condition of this Settlement Agreement that any particular Plan of Allocation be approved.

4.8 This is not a claims-made settlement. After the Settlement is approved by the Court and the Final Order and Judgment becomes Final, neither the Defendants nor any person or entity paying settlement consideration on behalf of any Defendant shall have the right to recover any of the consideration paid.

4.9 Class Counsel and the Claims Administrator shall take all reasonable steps and use their best efforts to identify and provide Notice and a Proof of Claim form to the members of the Class, including beneficial owners whose GCAH common stock was held of record by banks, brokerage firms or other nominees, as provided in the Preliminary Approval Order. Any member of the Class who does not submit a timely and valid Proof of Claim will not be entitled to receive any of the proceeds from the Net Settlement Fund but will otherwise be bound by all of the terms of this Settlement Agreement and the Settlement, including the terms of the Final Order and Judgment to be entered in the Action and the releases provided for herein, and will be barred from bringing any action against the Released Defendant Parties asserting any Released Claims.

4.10 Class Counsel will apply to the Court, on notice to Defendants' Counsel, for an order (the "Class Distribution Order") approving the Claims Administrator's administrative determinations concerning the acceptance and rejection of the Proofs of Claim submitted,

approving payment of any Notice and Administration Costs not previously applied for, and directing payment of the Net Settlement Fund to Authorized Claimants.

4.11 The Claims Administrator shall process the Proofs of Claim and, after entry of the Class Distribution Order, distribute the Net Settlement Fund to the Authorized Claimants. Class Counsel shall have the right, but not the obligation, to advise the Claims Administrator to waive what Class Counsel deems to be formal or technical defects in any Proofs of Claim submitted in the interests of achieving substantial justice. Defendants shall have no involvement in reviewing or challenging Proofs of Claim. Except for the obligations to pay the Settlement Amount and to exercise reasonable efforts to cooperate in the production of information to identify the Class members as set forth in paragraph 4.6, Defendants shall have no liability, obligation or responsibility for the administration of the Settlement or disbursement of the Net Settlement Fund.

4.12 For purposes of determining the extent, if any, to which a Class member shall be entitled to be treated as an Authorized Claimant, the following conditions shall apply:

4.12.1 Each Class member seeking to receive a payment from the Net Settlement Fund shall be required to submit a Proof of Claim supported by such documents as are designated therein, including proof of the transactions claimed and the losses incurred thereon, or such other documents or proof as the Claims Administrator, in its discretion, may deem acceptable;

4.12.2 All Proofs of Claim must be submitted by the date specified in the Class Notice, unless such period is extended by Order of the Court. Any Class member who fails to submit a Proof of Claim by such date shall be forever barred from receiving any payment pursuant to this Settlement (unless, by Order of the Court, a later submitted

Proof of Claim by such Class member is approved), but shall in all other respects be bound by all of the terms of this Settlement, including the terms of the Final Order and Judgment to be entered in the Action and the releases provided for herein, and will be barred from bringing any action against the Released Defendant Parties asserting any Released Claims. Provided that it is received before the motion for the Class Distribution Order is filed, a Proof of Claim shall be deemed to have been submitted when posted, if received with a postmark indicated on the envelope and if mailed by first-class mail and addressed in accordance with the instructions thereon. In all other cases, the Proof of Claim shall be deemed to have been submitted when actually received by the Claims Administrator;

4.12.3 Each Proof of Claim shall be submitted to and reviewed by the Claims Administrator, who shall determine in accordance with this Settlement and the approved Plan of Allocation the extent, if any, to which each claim shall be allowed, subject to review by the Court pursuant to Section 4.12.5 below;

4.12.4 Proofs of Claim that do not meet the submission requirements may be rejected. Prior to rejection of a Proof of Claim, the Claims Administrator shall communicate with the claimant in order to attempt to remedy the curable deficiencies in the Proof of Claim submitted. The Claims Administrator shall notify, in a timely fashion and in writing, each claimant whose Proof of Claim it proposes to reject in whole or in part, setting forth the reasons therefor, and shall indicate in such notice that the claimant whose claim is to be rejected has the right to a review by the Court if the claimant so desires and complies with the requirements of Section 4.12.5 below;

4.12.5 If any claimant whose claim has been rejected in whole or in part desires to contest such rejection, the claimant must, within twenty (20) days after the date of mailing of the notice required in Section 4.12.4 above, serve upon the Claims Administrator a notice and statement of reasons indicating the claimant's grounds for contesting the rejection along with any supporting documentation, and requesting a review thereof by the Court. If a dispute concerning a claim cannot be otherwise resolved, the Claims Administrator will notify Class Counsel and, upon receipt of notification, Class Counsel will present the request for review to the Court; and

4.12.6 The administrative determinations of the Claims Administrator accepting and rejecting claims shall be presented to the Court, on notice to Defendants' Counsel, for approval by the Court in the Class Distribution Order.

4.13 Each claimant shall be deemed to have submitted to the jurisdiction of the Court with respect to the claimant's claim, and the claim will be subject to investigation and discovery under the Federal Rules of Civil Procedure, provided that such investigation and discovery shall be limited to that claimant's status as a Class member and the validity and amount of the claimant's claim. No discovery shall be allowed on the merits of the Action or Settlement in connection with processing of the Proofs of Claim.

4.14 Payment pursuant to this Settlement shall be deemed final and conclusive against all Class members. All Class members whose claims are not approved by the Court shall be barred from participating in distributions from the Net Settlement Fund, but otherwise shall be bound by all of the terms of this Settlement Agreement and the Settlement, including the terms of the Final Order and Judgment to be entered in the Action and the releases provided for herein,

and will be barred from bringing any action against the Released Defendant Parties asserting any Released Claims.

4.15 All proceedings with respect to the administration, processing and determination of claims described by Section 4.12 of this Settlement Agreement and the determination of all controversies relating thereto, including disputed questions of law and fact with respect to the validity of claims, shall be subject to the jurisdiction of the Court.

4.16 The Net Settlement Fund shall be distributed to Authorized Claimants by the Claims Administrator only after the Final Order and Judgment is Final and after: (i) all Proofs of Claim have been processed, and all claimants whose Proofs of Claim have been rejected or disallowed, in whole or in part, have been notified and provided the opportunity to be heard concerning such rejection or disallowance; (ii) all objections with respect to all rejected or disallowed Proofs of Claim have been resolved by the Court, and such resolutions have become Final; (iii) all matters with respect to attorneys' fees, costs, and disbursements have been resolved by the Court, and such resolutions have become Final; and (iv) all costs of administration have been paid.

4.17 If any funds remain in the Settlement Fund Account by reason of un-cashed distributions or otherwise, then, one year after the initial distribution and after the Claims Administrator has made reasonable and diligent efforts to have Class members who are entitled to participate in the distribution cash their distributions, any balance remaining from the Net Settlement Amount shall be re-distributed to Authorized Claimants who have cashed their initial distributions and who would receive at least \$10.00 from such re-distribution, after payment of any unpaid costs or fees incurred in administering the Settlement for such re-distribution. If, six months after such re-distribution, any funds shall remain in the Settlement Fund Account, then

such balance shall be contributed to a non-sectarian, not-for-profit 501(c)(3) organization(s) designated by Class Counsel.

4.18 The Defendants and insurers shall not have any responsibility for, interest in, or liability whatsoever with respect to the investment, administration or distribution of the Settlement Fund, the determination or administration of taxes, or any losses incurred in connection therewith. No Person shall have any claim of any kind against Defendants, Defendants' Counsel, or director and officer liability insurers and reinsurers with respect to the matters set forth in this paragraph; and Lead Plaintiff, the Class and Class Counsel release Defendants, and Defendants' Counsel from any and all liability and claims arising from or with respect to the investment or distribution of the Settlement Fund.

5. Attorneys' Fees and Expenses

5.1 Class Counsel may apply to the Court for an award from the Settlement Fund of attorneys' fees, costs and expenses. Immediately upon an award of attorneys' fees and expenses by the Court or entry of the Final Order and Judgment (whichever comes later), Class Counsel shall receive payment of such award from the Settlement Fund, notwithstanding the existence of any timely filed objections thereto, or potential for appeal therefrom, or collateral attack on the Settlement or any part thereof, subject to the obligation of Class Counsel to refund to the Settlement Fund, within ten (10) days notice in writing from the Defendants, the amount received plus accrued interest at the rate paid on the Settlement Fund Account by the Financial Institution, if and when, (i) as a result of any appeal and/or further proceeding on remand, or successful collateral attack, the fee or expense award is modified, reduced or reversed, (ii) the Settlement is terminated by any party as provided herein or in the Supplemental Agreement, or (iii) the Settlement or the Final Order and Judgment otherwise does not become Final. Class

Counsel may, in its discretion, allocate a portion of any award of attorneys' fees and expenses to the counsel for the plaintiff who initiated the New York Action, provided that such allocation shall not affect Class Counsel's obligation to refund the full amount received, in the event described in the immediately preceding sentence.

5.2 Lead Plaintiff may apply to the Court for an award from the Settlement Fund, pursuant to the Private Securities Litigation Reform Act, 15 U.S.C. § 78u-4(a)(4), for reimbursement of costs and expenses incurred in representing the Class.

5.3 Court approval of the payment of attorneys' fees, costs, or expenses to counsel for Lead Plaintiff shall not be a condition of the Settlement and the Settlement shall be valid and final regardless of the amount approved by the Court.

5.4 Defendants shall take no position on any request for attorneys' fees, costs or expenses by Lead Plaintiff or Class Counsel.

5.5 Except as otherwise ordered by the Court in connection with the provisions of Sections 5.1 and 5.2, the Settling Parties each agree to bear their own attorneys' fees and costs incurred in connection with the Action. Lead Plaintiff and Class Counsel shall look solely to the Settlement Fund for payment of their fees, costs and expenses and the fees, costs and expenses to administer the Settlement.

6. Representations and Warranties

6.1 Lead Plaintiff and Defendants represent and warrant that they have engaged in discovery pursuant to the Court's orders; that they are voluntarily entering into this Settlement Agreement as a result of arm's-length negotiations between their counsel, with the assistance of an experienced mediator; and that in executing this Settlement Agreement they are relying solely upon their own judgment, belief and knowledge, and the advice and recommendations of

their own respective counsel, concerning the nature, extent and duration of their rights and claims hereunder and regarding all matters which relate in any way to the subject matter hereof. Each party to this Settlement Agreement assumes the risk of mistake as to facts or law.

6.2. Each person executing this Settlement Agreement on behalf of any other person does hereby personally represent and warrant that he or she has the authority to execute this Settlement Agreement on behalf of, and fully bind, each principal whom such individual represents or purports to represent.

7. Lead Plaintiff's Claims and the Benefits of Settlement

Lead Plaintiff and Class Counsel believe that the claims asserted in the Action have merit, but they recognize and acknowledge the expense and length of continued proceedings necessary to prosecute the Action against Defendants through motion practice, trial, and potential appeals. Lead Plaintiff and Class Counsel also have taken into account the uncertain outcome and the risk of further litigation, as well as the difficulties and delays inherent in such litigation. Lead Plaintiff and Class Counsel believe that the Settlement set forth in this Settlement Agreement confers substantial benefits upon the Class in light of the risks inherent in proceeding with the litigation, and have determined that the Settlement is fair, reasonable, adequate, and in the best interests of the Class.

8. No Admission of Liability

8.1 Defendants deny each and all of the claims and contentions alleged against them in the Action, and continue vigorously to deny all charges of wrongdoing or liability against them arising out of any of the conduct, statements, acts, or omissions alleged, or that could have been alleged, in the Action. Nonetheless, Defendants have concluded that further conduct of the Action could be protracted and expensive, and that it is desirable that the Action be fully and

finally settled in the manner and upon the terms and conditions set forth in this Settlement Agreement.

8.2 The Final Order and Judgment will contain a statement that during the course of the Action, the Settling Parties and their respective counsel at all times complied with the requirements of Federal Rule of Civil Procedure 11.

8.3 Neither the Settlement nor the Settlement Agreement nor any of its terms nor any of the negotiation or proceedings connected with it shall be, or shall be construed as, an admission of liability or an admission of the truth of any allegation or the validity of any claim or defense on the part of any Settling Party in any respect. Neither the Settlement nor the Settlement Agreement nor any of its terms nor any of the negotiation or proceedings connected with it shall be admissible in any pending or future civil, criminal or administrative action or proceeding for any reason, other than an action or proceeding to enforce the terms of the Settlement Agreement.

9. Termination of the Settlement Agreement

9.1 This Settlement Agreement is contingent on entry of the Preliminary Approval Order and the Final Order and Judgment, and upon the Final Order and Judgment becoming Final. The Settlement Agreement may be terminated if (a) the Court declines to enter the Preliminary Approval Order or the Final Order and Judgment, (b) the Court makes any material modifications to the terms of the Settlement, or (c) the Final Order and Judgment entered by the Court does not become Final. Neither a modification by the Court, nor a reversal on appeal, of any order relating to the Plan of Allocation shall be deemed to be a modification of a material part of this Settlement so as to trigger the option to terminate the Settlement Agreement as provided for in this Section. The amount(s) of any award(s) of attorneys' fees, costs, and

expenses is intended to be considered by the Court separately from the Court's consideration of the fairness, reasonableness, and adequacy of the Settlement. No order of the Court or modification or reversal or appeal of any order of the Court concerning the amount(s) of any attorneys' fees, costs, or expenses awarded by the Court to Lead Plaintiff or Class Counsel shall affect whether the Final Order and Judgment is Final or constitute grounds for cancellation or termination of this Settlement Agreement.

9.2 The Settling Parties, through their counsel, have executed a Supplemental Agreement, setting forth certain conditions under which this Settlement may be terminated by certain Defendants, in their discretion, if the holders of more than an agreed upon number of shares eligible to participate in the Settlement submit valid and timely requests for exclusion. The Supplemental Agreement and its terms will be maintained in confidence and filed with the Court, if at all, only under seal. The Claims Administrator shall promptly notify Class Counsel and Defendants' Counsel of any and all requests for exclusion from the Class, including the identity(ies) of all person(s) making such request(s) and the number of shares purchased and sold by each during the Class Period and held by each at the end of the Class Period. Both the right to terminate and the effect of a termination pursuant to the Supplemental Agreement shall be determined by reference to the terms of the Supplemental Agreement.

9.3 If the Settlement Agreement is terminated, the following shall occur:

9.3.1 Class Counsel shall within fourteen (14) days after the date of termination of the Settlement Agreement notify the Financial Institution in writing to return to GCAH's insurance carrier and to Deloitte the *pro rata* amount contributed by each to the Settlement Fund, with all net income earned thereon, less any Taxes, and less any Notice and Administration Expenses actually incurred up to \$250,000.

9.3.2 The Settling Parties shall revert to the litigation positions that they held on January 24, 2010.

9.3.3 The Settlement shall be without prejudice and none of the terms of this Settlement Agreement shall be effective or enforceable, except to the extent of costs of notice and administration that have been incurred.

9.3.4 The terms and provisions of the Settlement and the Settlement Agreement shall not be used in the Action or in any other proceeding for any purpose.

10. Class Certification

Solely for purposes of the Settlement, the Defendants stipulate to the certification of the Class and to the appointment of Lead Plaintiff as the Class representative.

11. Miscellaneous Provisions

11.1 If a case is commenced in respect of any Defendant contributing to the Settlement Amount (or any insurer contributing funds to the Settlement Amount on behalf of any Defendant) under Title 11 of the United States Code (Bankruptcy), or a trustee, receiver, conservator, or other fiduciary is appointed under any similar law, and a court of competent jurisdiction enters a final order determining the transfer of money to the Settlement Fund Account or any portion thereof by or on behalf of such Defendant to be a preference, voidable transfer, fraudulent transfer or similar transaction and any portion thereof is required to be returned, and such amount is not promptly deposited to the Settlement Fund Account by others, then, at the election of Class Counsel, the Settling Parties shall jointly move the Court to vacate and set aside the releases given and judgment entered in favor of the Defendants pursuant to this Settlement Agreement, which releases and judgment shall be null and void, and the parties shall

be restored to their respective positions in the litigation as of January 24, 2010, and any cash amounts in the Settlement Fund Account shall be returned as provided in Section 9.3 above.

11.2 GCAH intends to issue a press release about the settlement of this Action. GCAH will provide at least 5 days' advance notice to the Settling Parties of the substance of its press release. All Settling Parties agree not to issue any press release of any kind regarding the Settlement or to contact any representative of the media or initiate publicity regarding the Settlement apart from the Notices provided in the Settlement Agreement and Preliminary Approval Order without providing at least 5 days' prior notice of the substance of the proposed release or statement to counsel for GCAH.

11.3 This Settlement Agreement shall be interpreted in accordance with Nevada law, and the Settling Parties hereby submit to the jurisdiction of the Court for purposes of enforcing the Settlement.

11.4 This Settlement Agreement may not be modified except by a writing signed by each of the Settling Parties.

11.5 This Settlement Agreement may be executed in two or more counterparts, each of which shall be deemed an original and may be exchanged by facsimile, but all of which taken together shall constitute one and the same instrument.

11.6 Before entry of the Final Order and Judgment, the Settlement Agreement may be modified or amended only by written agreement signed by or on behalf of all Settling Parties. Following entry of the Final Order and Judgment, the Settlement Agreement may be modified or amended only by written agreement signed on behalf of all Settling Parties, and approved by the Court.

11.7 The provisions of this Settlement Agreement may be waived only by an instrument in writing executed by the waiving party. The waiver by any party of any breach of this Settlement Agreement shall not be deemed to be or construed as a waiver of any other breach or by any other party, whether prior, subsequent, or contemporaneous, of this Settlement Agreement.

11.8 The Settling Parties (a) acknowledge that it is their intent to consummate the Settlement and (b) agree to exercise their best efforts and to act in good faith to cooperate to the extent necessary to effectuate and implement all terms and conditions of this Settlement Agreement.

11.9 The Settling Parties shall assert no claims of any violation of Rule 11 of the Federal Rules of Civil Procedure relating to the prosecution, defense, or settlement of the Action. The Settling Parties agree that the Settlement Amount and the other terms of the Settlement were negotiated at arm's length in good faith, and reflect a settlement that was reached voluntarily after consultation with experienced legal counsel. Defendants and Defendants' Counsel agree not to assert in this Court that the litigation was brought or pursued by Lead Plaintiff or Class Counsel in bad faith or without a reasonable basis and will not bring or assert any claim against Lead Plaintiff or Class Counsel based on any allegation that the Released Claims were brought or pursued in bad faith or without a reasonable basis. Lead Plaintiff and Class Counsel agree not to assert in this Court that the litigation was defended by Defendants or Defendants' Counsel in bad faith or without a reasonable basis and will not bring or assert any claim against Defendants or Defendants' Counsel based on any allegation that any defense was asserted in bad faith or without a reasonable basis. Nothing in the foregoing shall limit any party's ability to assert that any allegation, claim or defense lacked merit or was untrue.

11.10 This Settlement Agreement, together with the Memorandum of Understanding and the Supplemental Agreement, constitutes the entire agreement among the Settling Parties and no representations, warranties or inducements have been made to any party concerning this Settlement, other than the representations, warranties, and covenants contained and memorialized in this Settlement Agreement, Memorandum of Understanding and in the Supplemental Agreement.

11.11 The headings herein are used for the purposes of convenience only and are not meant to have legal effect.

11.12 This Settlement Agreement shall be binding when signed, but the Settlement shall be effective only if and when the Final Order and Judgment becomes Final.

11.13 This Settlement Agreement shall not be construed more strictly against one party than another merely by virtue of the fact that it, or any part of it, may have been prepared by counsel for one of the parties, it being recognized that the Settlement Agreement is the result of arm's-length negotiations among the parties, and all parties have contributed substantially and materially to the preparation of this Settlement Agreement.

IN WITNESS WHEREOF, the Settling Parties, by their respective attorneys, acknowledge and agree to the foregoing.

GRANT & EISENHOFER P.A.

By _____
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Wilmington, DE 19801
*Counsel for Lead Plaintiff City of Richmond
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MORRISON & FOERSTER LLP

By _____
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Harry C. Hagerty III, Walter G.
Kortschak, Charles J. Fitzgerald, E. Miles
Kilburn, William H. Harris, and Summit
Partners, L.P.*

PATTON BOGGS LLP

By _____
Philip M. Smith
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New York, NY 10036
*Counsel for Defendants Karim Maskatiya,
Robert Cucinotta, and M&C International*

Exhibit A

**UNITED STATES DISTRICT COURT
DISTRICT OF NEVADA**

IN RE GLOBAL CASH ACCESS HOLDINGS,
INC. SECURITIES LITIGATION

Case No.: 2:08-CV-01320-JCM-PAL

[PROPOSED] ORDER OF PRELIMINARY APPROVAL

WHEREAS, Lead Plaintiff City of Richmond Retirement System (“Lead Plaintiff”) has made application, pursuant to Rule 23 of the Federal Rules of Civil Procedure, for an order preliminarily approving the settlement (“Settlement”) of this federal securities class action (“Action”) in accordance with the parties’ Stipulation and Agreement of Settlement dated February 17, 2010 (the “Settlement Agreement”), which sets forth the terms and conditions for a proposed Settlement and for the release of certain claims and the dismissal of the Action against all defendants with prejudice upon the terms and conditions set forth therein;

WHEREAS, the Court has not certified the Action as a class action, but is being asked to preliminarily certify a settlement class, for purposes of this Settlement only;

WHEREAS, the Court having read and considered the Settlement Agreement and Lead Plaintiffs’ motion for preliminary approval of the Settlement, finds upon a preliminary evaluation that the proposed Settlement falls within the range of possible approval criteria, and that preliminary certification of a settlement class is appropriate; and

WHEREAS, unless otherwise stated herein, all defined terms contained herein shall have the same meanings set forth in the Settlement Agreement;

NOW THEREFORE, IT IS HEREBY ORDERED:

1. **Preliminary Class Findings.** For purposes of the Settlement of this Action only, the Court preliminarily finds that the requirements of the Federal Rules of Civil Procedure, the United States Constitution, the Rules of the Court and any other applicable law have been met as to the Class defined in paragraph 2 below. Specifically, the Court preliminarily finds that:

(a) The identities of the Class members are likely to be ascertainable from records kept by defendants Global Cash Access Holdings, Inc. (“GCAH”) and/or its agents, and from other objective criteria, and the Class members are so numerous that their joinder before the Court would be impracticable;

(b) Lead Plaintiff has alleged questions of fact and law common to the Class;

(c) Lead Plaintiff’s alleged claims are typical of the claims of the proposed Class;

(d) Lead Plaintiff will fairly and adequately protect the interests of the proposed Class in that (i) the interests of Lead Plaintiff and the nature of its alleged claims are consistent with those of the members of the Class, (ii) there appear to be no conflicts between or among Lead Plaintiff and the Class, (iii) Lead Plaintiff has been and appears to be capable of continuing to be an adequate representative of the Class, and (iv) Lead Plaintiff and the Class members are represented by qualified, reputable counsel who are experienced in preparing and prosecuting large, complex securities fraud class actions;

(e) Questions of law or fact common to members of the Class predominate over any questions affecting only individual members of the Class; and

(f) A class-action resolution in the manner proposed by the Settlement would be superior to other available methods for a fair and efficient adjudication of the Action. In

making this preliminary finding, the Court has considered, among other factors, (i) the interest of the Class members in individually controlling the prosecution or defense of separate actions, (ii) the impracticability or inefficiency of prosecuting or defending separate actions, (iii) the extent and nature of any litigation concerning these claims already commenced, and (iv) the desirability of concentrating the litigation of the claims in a particular forum.

2. **Preliminary Class Certification for Settlement Purposes.** Based on the findings set forth in paragraph 1 above, the Court preliminarily certifies a Class for settlement purposes only under Fed. R. Civ. P. 23(a) and 23(b)(3), consisting of all persons and entities who purchased or otherwise acquired Global Cash Access Holdings, Inc. common stock from September 22, 2005 through November 14, 2007, inclusive (the “Class Period”); provided, however, that the Class excludes: (1) the Defendants; (2) members of the immediate family of each of the Defendants; (3) the subsidiaries and affiliates of GCAH; (4) any person or entity who is, or was during the Class Period, a partner, officer, executive, employee or director of GCAH, or a partner, officer, executive or director of any of the other Defendants; (5) any entity in which any such excluded person or entity has a majority interest; (6) the legal representatives, heirs, successors or assigns of any of the excluded persons or entities specified in this paragraph; and (7) the insurance carriers who provide directors’ and officers’ liability insurance to GCAH and/or any of the Defendants related to the claims in this Action. Also excluded from the Class are any putative Class members who exclude themselves by filing a timely and valid request for exclusion in accordance with the requirements set forth in the Class Notice. The Court preliminarily certifies Lead Plaintiff as the Class representative.

3. **Preliminary Approval of Settlement.** The Court preliminarily finds that (i) the proposed Settlement resulted from extensive arm’s length negotiations, (ii) the Settlement

Agreement was executed only after the parties had commenced discovery and Class Counsel had reviewed documents pertaining to the Class's claims and to the Defendants' defense, and (iii) the Settlement evidenced by the Settlement Agreement is fair, reasonable and adequate such that it is appropriate to send notice of the Settlement to the Class.

4. **Fairness Hearing.** A hearing is scheduled for _____ on _____, 2010 (the "Fairness Hearing") to determine, among other things:

- a. Whether the Settlement is fair, reasonable and adequate and should be approved;
- b. Whether the Class should be certified for purposes of the Settlement;
- c. Whether the Final Order and Judgment as provided for in the Settlement Agreement should be entered, dismissing the litigation with prejudice as against the Defendants;
- d. Whether the proposed Plan of Allocation for the Settlement proceeds is fair and reasonable and should be approved; and
- e. Whether Class Counsel's application for attorneys' fees and expenses should be approved.

5. **Approval of Form and Content of Class Notice.** The Court has been presented with a proposed form of Class Notice, which is appended hereto as Exhibit 1. The Court finds that such form fairly and adequately (i) describes the nature of the Action and the Class's claims, issues, and defenses involved therein; (ii) sets forth the definition of the proposed Class; (iii) describes the terms and effect of the Settlement Agreement and of the Settlement; (iv) informs the Class of the binding effect of the proposed Settlement on members of the Class; (v) notifies the Class of the proposed Plan of Allocation; (vi) notifies the Class that Class Counsel will seek an award of attorneys' fees of 18% of the Settlement Amount and for a

separate reimbursement of costs of litigation up to \$250,000.00, to be paid out of the Settlement Fund; (vii) gives notice to the Class of the time and place of the Fairness Hearing; and (viii) notifies the members of the Class of their right to appear through an attorney and/or to request exclusion from the Class, including a description of the time and manner of requesting exclusion or objecting to any of the relief requested. Additionally, the Court finds that the form and content of the Class Notice, and the method set forth herein of notifying the Class of the Settlement and its terms and conditions, meet the requirements of Rule 23 of the Federal Rules of Civil Procedure, Section 21D(a)(7) of the Securities Exchange Act of 1934, 15 U.S.C. § 78u-4(a)(7) as amended by the Private Securities Litigation Reform Act of 1995, and Constitutional due process; constitute the best notice practicable under the circumstances; and shall constitute due and sufficient notice to all persons and entities entitled thereto. Accordingly, the Court approves the form, substance and requirements of the Class Notice.

6. **Approval of Form and Content of Proof of Claim.** The Court approves the form, substance and requirements of the Proof of Claim, attached hereto as Exhibit 2.

7. **Approval of Form and Content of Summary Notice.** The Court approves the form of the Summary Notice in substantially the form and content annexed hereto as Exhibit 3 and directs that Class Counsel shall cause the Summary Notice to be published in *Investor's Business Daily* and to be transmitted over the National Circuit of *Business Wire* within ten days of the mailing of the Class Notice. Class Counsel shall, at or before the Fairness Hearing, file with the Court proof of publication of the Summary Notice.

8. **Retention of Claims Administrator and Manner of Notice.** The Court approves the appointment of Analytics Inc. as the Claims Administrator. The Claims Administrator shall take all reasonable steps and use its best efforts to identify the Class

members, including beneficial owners whose GCAH common stock was held by banks, brokerage firms and other nominees, and to cause the Class Notice and the Proof of Claim, substantially in the forms annexed hereto, to be mailed, by first class mail, postage prepaid, within thirty (30) days after the date of this Order, to all Class members. GCAH and its counsel shall undertake reasonable efforts to cooperate in the production of information with respect to the identification of Class members from GCAH's shareholder transfer records. The Claims Administrator shall take all reasonable steps to give notice to nominee purchasers such as brokerage firms and other persons or entities who purchased GCAH common stock during the Class Period as record owners but not as beneficial owners. Such nominee purchasers are directed, within twenty (20) days of their receipt of the Class Notice, (a) to provide the Claims Administrator with lists of the names and addresses of the beneficial owners, and the Claims Administrator is ordered to send the Class Notice and Proof of Claim promptly to such identified beneficial owners; or (b) to request additional copies of the Class Notice and Proof of Claim from the Claims Administrator and, within twenty (20) days of receipt of the copies of the Class Notice and Proof of Claim form from the Claims Administrator, to mail the Class Notice and Proof of Claim to the beneficial owners. Nominee purchasers who elect to send the Class Notice and Proof of Claim to their beneficial owners shall send a statement to the Claims Administrator confirming that the mailing was made as directed. Additional copies of the Class Notice and Proof of Claim shall be made available to any record holder requesting these documents for the purpose of distribution to beneficial owners, and such record holders shall be reimbursed from the Settlement Fund, upon receipt by the Claims Administrator of proper documentation, for the reasonable expense of sending the Class Notices and Proofs of Claim to beneficial owners. Class

Counsel shall, at or before the Fairness Hearing, file with the Court proof of mailing of the Class Notice and Proof of Claim.

9. As provided in the Settlement Agreement, the reasonable expenses associated with giving notice to the Class may be paid from the Settlement Fund without further order of the Court.

10. **Submission of Proof of Claim Forms.** In order to be entitled to participate in the Settlement Fund, in the event the Settlement is effected in accordance with the terms and conditions set forth in the Settlement Agreement, each Class member shall take the following actions and be subject to the following conditions:

a. A properly executed Proof of Claim, substantially in the form attached hereto as Exhibit 2, must be submitted to the Claims Administrator, at the address indicated in the Class Notice, postmarked not later than thirty (30) days after the date of the Fairness Hearing. Such deadline may be further extended by Court order. Each Proof of Claim shall be deemed to have been submitted when postmarked (if properly addressed and mailed by first class mail, postage prepaid) provided such Proof of Claim is actually received prior to the motion for an order of the Court approving distribution of the Settlement Fund. Any Proof of Claim submitted in any other manner shall be deemed to have been submitted when it was actually received at the address designated in the Class Notice.

b. The Proof of Claim submitted by each Class member must satisfy the following conditions: (i) it must be properly completed, signed and submitted in a timely manner in accordance with the provisions of the preceding subparagraph; (ii) it must be accompanied by adequate supporting documentation for the transactions reported therein, in the form of broker confirmation slips, broker account statements, an authorized statement from the

broker containing the transactional information found in a broker confirmation slip, or such other documentation as is deemed adequate by Class Counsel; (iii) if the person executing the Proof of Claim is acting in a representative capacity, a certification of the person's current authority to act on behalf of the Class member must be included in the Proof of Claim; and (iv) the Proof of Claim must be complete and contain no material deletions or modifications of any of the printed matter contained therein and must be signed under penalty of perjury.

c. As part of the Proof of Claim, each Class member shall submit to the jurisdiction of the Court with respect to the claim submitted, and shall (subject to effectuation of the Settlement) release all Released Claims as provided in the Settlement Agreement.

11. **Exclusion From the Class.** Class members shall be bound by all determinations and judgments in this Action, whether favorable or unfavorable, unless such persons request exclusion from the Class in a timely and proper manner, as hereinafter provided. A Class member wishing to make such request shall mail the request in written form by first class mail to the address designated in the Class Notice postmarked no later than twenty-one (21) days before the date of the Fairness Hearing. Such request for exclusion shall clearly state the name, address and telephone number of the person seeking exclusion, that the sender requests to be excluded from the Class in *In re Global Cash Access Holdings, Inc. Securities Litigation*, and must be signed by such person. Persons requesting exclusion are also directed to state: the date(s), price(s), and number(s) of shares of all purchases and sales of GCAH common stock during the Class Period. The request for exclusion shall not be effective unless it provides the required information and is made within the time stated above, or the exclusion is otherwise accepted by the Court.

12. Upon receipt of any requests for exclusion, the Claims Administrator shall promptly provide Class Counsel and Defendants' Counsel with copies of such requests and all accompanying documentation.

13. Class members requesting exclusion from the Class shall not be entitled to receive any payment from the Settlement Fund as described in the Settlement Agreement and Class Notice.

14. **Appearance and Objections at Fairness Hearing.** Any member of the Class who wishes to object to the fairness, reasonableness or adequacy of the Settlement, to the Plan of Allocation, to any term of the Settlement Agreement, to the proposed award of attorneys' fees and expenses to Class Counsel, may file an objection. An objector must file with the Court a statement of his, her or its objection(s), specifying the reason(s), if any, for each such objection made, including any legal support and/or evidence that such objector wishes to bring to the Court's attention or introduce in support of such objection. The objector must also mail copies of the objection and all supporting law to Class Counsel and to Defendants' Counsel as specified in the Class Notice by no later than twenty-one (21) days before the date of the Fairness Hearing. Any member of the Class or other person who does not timely file and serve a written objection complying with the terms of this paragraph shall be deemed to have waived, and shall be foreclosed from raising, any objection to the Settlement, and any untimely objection shall be barred.

15. Any objector who files and serves a timely, written objection in accordance with paragraph 11 above may also appear at the Fairness Hearing either in person or through counsel retained at the objector's expense. Objectors or their attorneys intending to appear at the Fairness Hearing must effect service of a notice of intention to appear setting forth, among other

things, the name, address, and telephone number of the objector (and, if applicable, the name, address, and telephone number of the objector's attorney) on Class Counsel and Defendants' Counsel as specified in the Class Notice and file it with the Court by no later than twenty-one (21) days before the date of the Fairness Hearing. Any objector who does not timely file and serve a notice of intention to appear in accordance with this paragraph shall not be permitted to appear at the Fairness Hearing, except for good cause shown.

16. Class Counsel and Defendants' Counsel shall promptly furnish each other with copies of any and all objections that come into their possession.

17. **Stay of Proceedings.** All discovery and pretrial proceedings in this Action are stayed and suspended until further order of this Court.

18. **Stay of Released Claims.** Pending the final determination of the fairness, reasonableness, and adequacy of the Settlement set forth in the Settlement Agreement, (a) neither Lead Plaintiff nor any Class member, either directly, representatively, or in any other capacity, shall institute, commence, or prosecute any of the Released Claims in any action or proceeding in any court or tribunal against any of the Released Defendant Parties, and (b) Defendants shall not institute, commence, or prosecute any of the Released Defendants' Claims in any action or proceeding in any court or tribunal against any of the Released Plaintiff Parties.

19. **No Admissions.** Neither the Settlement Agreement, the Settlement contained therein, the negotiation nor any proceeding or document executed pursuant to or in furtherance thereof, (i) is or shall be construed as, an admission of, or evidence of, the truth of any allegation or of any liability or the validity (or lack thereof) of any claim or defense on the part of any party in any respect, or (ii) is or shall be admissible in any action or proceeding for any reason, other than an action or proceeding to enforce the terms of the Settlement.

20. **Restoration of Prior Positions.** In the event the Court does not approve the Settlement Agreement, or the Court's order approving the Settlement Agreement does not become Final, or the Settlement set forth in the Settlement Agreement is terminated in accordance with its terms, (i) the Settlement shall be without prejudice and none of its terms shall be effective or enforceable, except to the extent of Notice and Administration Costs that have been incurred, (ii) the parties shall be restored to litigation positions that they held as of January 24, 2010, and (iii) the fact and terms of the Settlement shall not be admissible in ongoing proceedings in the Action.

21. **Exclusive Jurisdiction of the Court.** The Court retains exclusive jurisdiction over the Action to consider all further matters arising out of or connected with the Settlement.

SO ORDERED, this _____ day of _____, 2010.

Honorable James C. Mahan
United States District Court Judge

Exhibit 1
to
Order of Preliminary Approval

**UNITED STATES DISTRICT COURT
DISTRICT OF NEVADA**

IN RE GLOBAL CASH ACCESS HOLDINGS,
INC. SECURITIES LITIGATION

Case No.: 2:08-CV-01320-JCM-PAL

**NOTICE OF PENDENCY OF CLASS ACTION, PROPOSED
SETTLEMENT, AND HEARING ON PROPOSED SETTLEMENT
AND REQUEST FOR ATTORNEYS' FEES AND EXPENSES**

If you purchased or otherwise acquired common stock of Global Cash Access Holdings, Inc. (“GCAH” or the “Company”) from September 22, 2005 through November 14, 2007, inclusive (“Class Period”), you might be a member of the Class in this Action entitling you to relief in connection with a proposed Settlement of the Action.

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

- The Court has preliminarily approved the settlement (“Settlement”) of a securities class action brought by investors who claim that there were misstatements and omissions of material fact in the prospectuses and registration statements by which GCAH’s common stock was offered and sold to the public, in violation of the federal securities laws (the “Settlement”).

- The Settlement is between the City of Richmond Retirement System (“Lead Plaintiff”), on behalf of itself and the Class (defined below), and Defendants (i) GCAH, Kirk Sanford (former President, Chief Executive Officer, and member of the GCAH Board of Directors (“Board”)), Harry C. Hagerty, III (former Executive Vice President and Chief Financial Officer of GCAH), Walter G. Kortschak (a Board member throughout the Class Period), Charles J. Fitzgerald (a Board member throughout the Class Period), E. Miles Kilburn (a Board member throughout the Class Period), William H. Harris (a Board member throughout the Class Period), Karim Maskatiya (co-founder of Global Cash Access, Inc. (“GCA”) and co-Chairman of both its Board of Directors and the GCAH Board throughout the Class Period), Robert Cucinotta (co-founder of GCA and, throughout the Class Period, a Board member of both GCA and GCAH), Summit Partners L.P. (a private equity and venture capital firm, which sold portions of its GCAH stock during the Class Period), and M&C International (a company wholly owned by Defendants Maskatiya and Cucinotta, which sold portions of its GCAH stock during the Class Period) (collectively, the “GCAH Defendants”); (ii) Goldman, Sachs & Co., J.P. Morgan Securities Inc., JPMorgan Chase & Co., Banc of America Securities LLC, Citigroup Global Markets Inc., Cowen and Company, LLC, Deutsche Bank Securities Inc., and Wachovia Capital Markets, LLC (collectively, the “Underwriter Defendants”),

each of which served as an underwriter in connection with GCAH's Initial Public Offering on September 22, 2005 and/or GCAH's Secondary Offering on May 25, 2006; and (iii) Deloitte & Touche LLP ("Deloitte"), GCAH's outside auditor during the Class Period. The GCAH Defendants, the Underwriter Defendants, and Deloitte are referred to collectively as the "Defendants."

- The Settlement provides for \$5,875,000.00 to be paid into a Settlement Fund (the "Settlement Amount"). After payment of fees and expenses, the remaining Settlement proceeds will be distributed to members of the Class who submit acceptable Proofs of Claim.
- The two sides disagree on Defendants' liability and the amount of money, if any, that could have been recovered if Lead Plaintiff won at trial.
- If the Settlement is approved, Lead Plaintiff's counsel will move the Court for an award of attorneys' fees totaling 18% of the Settlement Amount (\$1,057,500), and up to \$250,000.00 in reimbursement of expenses incurred in the prosecution of this Action.
- The Settlement was reached because it provides significant benefits to investors, avoids the costs and risks of continuing the lawsuit against Defendants, and relieves Defendants from the continuing costs and distractions of the lawsuit.
- If you are a member of the Class and the Settlement is approved, your legal rights will be affected whether you act or not. Read this Notice carefully to see what your options are.

YOUR LEGAL RIGHTS AND OPTIONS IN THE SETTLEMENT	
Submit a Claim Form postmarked by _____, 2010	This is the only way to get a Settlement payment. If you wish to participate in the Settlement, you must complete and timely submit the Proof of Claim form provided with this Notice.
Exclude Yourself (by _____, 2010)	If you exclude yourself, you will no longer be a member of the Class and will not be eligible to participate in the Settlement. This is the only option that allows you to ever be part of any other lawsuit against the Released Defendant Parties regarding the Released Claims (defined in response to Question #9 below).
Object (by _____, 2010)	If you do not exclude yourself, but you wish to object to any part of the Settlement or the application for fees or expenses, you may write to the Court about your objections.
Attend the Fairness Hearing (on _____, 2010)	You may (but do not have to) attend the hearing about the Settlement and, if you have submitted a written objection to the Court, speak to the Court about your objections.

Do Nothing

You will get no payment and you will give up your rights.

- These rights and options—**and the deadlines to exercise them**—are explained in this Notice.
- The Court in charge of this case still has to decide whether to approve the Settlement. Payments will be made only if the Court approves the Settlement and that approval becomes final (including through its affirmance in any appeals). Please be patient.

SUMMARY NOTICE**Statement of Plaintiffs' Recovery**

Pursuant to the Settlement described herein, a Settlement Fund consisting of \$5,875,000 in cash has been established. Of this amount, \$5,000,000 was contributed by GCAH's insurance carrier on behalf of the GCAH Defendants, and \$875,000 was contributed by Deloitte. Lead Plaintiff's counsel estimates that the average recovery per damaged share of GCAH common stock under the Settlement is \$0.107 before deduction of Court-awarded attorneys' fees and expenses, and \$.083 after those deductions. A Class member's actual recovery will be a proportion of the Net Settlement Amount (as defined below) determined by that claimant's Recognized Claim (as defined below) as compared to the total Recognized Claims of all Class members who submit acceptable Proofs of Claim. An individual Class member may receive more or less than the average amount, depending on the number of claims submitted, the timing of the Class member's purchases and sales, the purchase price paid for the shares, and the amount received upon any sale of the shares. *See* the Plan of Allocation set forth in response to Question #11 below for more information about your Recognized Claim.

Statement of Potential Outcome of the Case

Lead Plaintiff and Defendants do not agree on the average amount of damages per share that would have been recoverable if Lead Plaintiff were to have prevailed on each claim asserted. The issues on which the parties disagree with respect to the amount of damages include: (1) whether and to what extent GCAH's prospectuses and registration statements during the Class Period contained untrue statements of material fact or omitted material facts; (2) whether Defendants have valid defenses to any of the claims against them; (3) whether and to what extent shares purchased during the Class Period are "traceable" to a registration statement containing untrue statements of material fact or omitting material facts; (4) whether Lead Plaintiff and other Class members can establish standing to sue particular defendants; and (5) the extent to which any declines in value of GCAH's stock during the Class Period are attributable to allegedly untrue statements or omissions in GCAH's prospectuses and registration statements.

Statement of Attorneys' Fees and Costs Sought

Lead Plaintiff's counsel will move the Court for an award of attorneys' fees of 18% of the Settlement Amount (\$1,057,500), plus interest, and for reimbursement of expenses incurred in connection with the prosecution of this Action in the approximate amount of \$250,000.00. The requested fees and expenses would amount to an average of approximately \$0.24 per damaged share. Lead Plaintiff's counsel has expended considerable time and effort in the prosecution of this litigation on a contingent fee basis, and has advanced the expenses of the litigation, in the expectation that if it were successful in obtaining a recovery for the Class, it would be paid from such recovery. In this type of litigation it is customary for counsel to be awarded a percentage of the common fund recovery as its fee.

Further Information

Further information regarding the Action, the Settlement, and this Notice may be obtained by contacting Lead Plaintiff's counsel, Mary S. Thomas, Esq., Grant & Eisenhofer P.A., 1201 N. Market St., Wilmington, DE 19801; (302) 622-7000.

Reasons for the Settlement

Lead Plaintiff agreed to the Settlement because of the monetary benefit it will provide to the Class, compared to the risk that recovery might not be achieved after a contested period of litigation, which could extend years into the future. Even if Lead Plaintiff were successful at trial, Defendants might be unable to pay a judgment at that time or the insurance proceeds presently available to Defendants may have been dissipated. Alternatively, Defendants might well appeal any verdict adverse to them, resulting in further uncertainty and delay.

Defendants agreed to the Settlement to settle and terminate all existing or potential claims against them, to eliminate the risk of the lawsuit, and to avoid the burden and expense of further litigation, without acknowledging any fault or liability.

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BASIC INFORMATION

1. Why did I get this Notice?

You or someone in your family may have purchased or acquired GCAH common stock during the period from September 22, 2005 through November 14, 2007, inclusive. The Court caused this Notice to be sent to you because, if you purchased or acquired those securities during that period, you have a right to know about the proposed Settlement of the Action, and about all of your options, before the Court decides whether to approve the Settlement.

This Notice describes the lawsuit, the Settlement, your legal rights, what benefits are available, who is eligible for them, and how to get them.

The Court in charge of this case is the United States District Court for the District of Nevada. The case is known as *In re Global Cash Access Holdings, Inc. Securities Litigation*, Case No. 2:08-CV-01320-JCM-PAL.

2. What is a class action?

In a class action, one or more people called plaintiffs sue on behalf of other people who have similar claims. The court may appoint one or more of them to act as a class representative to represent all of the people who have similar claims. All of the individuals and entities on whose behalf the class representative is suing are known as class members. One court resolves the issues in the case for all class members, except for those who choose to exclude themselves from the class.

3. What is this lawsuit about?

This lawsuit (the “Action”) was brought as a class action alleging violations of the federal securities laws by Defendants. The Court has appointed City of Richmond Retirement System to serve as Lead Plaintiff and to represent the Class in the Action and has appointed the law firm of Grant & Eisenhofer P.A. to serve as Lead Counsel on behalf of the Class (“Lead Counsel”). The Action was brought against the GCAH Defendants, the Underwriter Defendants, and Deloitte.

The Consolidated Class Action Complaint (the “Complaint”), filed on August 18, 2008, alleges that the Defendants violated Sections 11, 12(a)(2) and/or 15 of the Securities Act of 1933 (the “Securities Act”) by making untrue statements and omitting material information in the Registration Statements and Prospectuses for GCAH’s September 22, 2005 initial public offering (“IPO”) and May 25, 2006 secondary offering (“Secondary Offering”) of common stock. The Complaint alleges that the Registration Statements and Prospectuses failed to disclose widespread miscalculations and misreporting of commissions payable to customers, as well as the severity of deficiencies in GCAH’s internal controls. The Complaint alleges that these omissions caused GCAH’s financial statements to be misstated, and caused the Registration Statements and Prospectuses to present an incomplete and inaccurate picture of the risks facing GCAH’s business.

The Defendants moved to dismiss the claims asserted against them, and the Court denied those motions by Order dated June 29, 2009. While the Court has ruled that Lead Plaintiff’s claims should not be dismissed at this stage of the litigation, the Court has made no substantive

determinations on the merits of the claims against any of the Defendants or on whether the action may be maintained as a class action against the Defendants. The Defendants deny any alleged wrongdoing.

4. What should I do if my address changes or if this Notice was sent to the wrong address?

If this Notice was sent to you at the wrong address or if your address changes in the future, please send prompt written notification of your correct address to the Claims Administrator at the following address:

Global Cash Access Holdings, Inc. Securities Litigation
c/o Analytics Inc., Claims Administrator
P.O. Box 2004
Chanhassen, MN 55317-2004

WHO IS IN THE CLASS

5. How do I know whether I am part of the Class?

To participate in the Settlement, you must be a member of the Class. The Court has decided, for purposes of the Settlement, that everyone who fits this description may be a Class member:

**All persons and entities who purchased or otherwise acquired
GCAH common stock from September 22, 2005 through
November 14, 2007, inclusive.**

If you fit this description, you are a Class member if none of the exceptions identified below applies.

6. Are there exceptions to being included?

Even if you purchased or acquired GCAH common stock during the Class Period, you are excluded from and are not a member of the Class if you are (1) a Defendant; (2) a member of the immediate family of any of the Defendants; (3) a subsidiary or affiliate of GCAH; (4) any person or entity who is, or was during the Class Period, a partner, officer, executive, director, or employee of GCAH, or a partner, officer, executive, or director of any of the other Defendants; (5) an entity in which any of the Defendants has a majority interest; (6) the legal representative, heir, successor or assign of any of the excluded persons or entities specified in this paragraph; and/or (7) an insurance carrier who provides directors' and officers' liability insurance to GCAH and/or any of the Defendants related to the claims in the Action.

You also will not be a member of the Class if you exclude yourself by filing a timely and valid request for exclusion in accordance with the requirements set forth in this Notice.

7. I am still not sure whether I am included.

If you are still not sure whether you are included, you can ask for help, which will be provided to you at no cost. You can call the Claims Administrator toll free at 1-866-810-8520 or write to the Claims Administrator at the address stated in the answer to Question # 4 above.

SUMMARY OF THE SETTLEMENT

8. How and when was the Settlement reached?

Lead Plaintiff reached an agreement-in-principle with Defendants regarding the Settlement in December 2009. On February 17, 2010, Lead Plaintiff and the Defendants finalized a Stipulation and Agreement of Settlement (the “Settlement Agreement”) to formalize their agreement.

The Settlement was reached after arm’s length negotiation between Lead Counsel and counsel for the Defendants and only after Lead Counsel had (i) successfully defended against motions to dismiss; (ii) commenced formal discovery, including the exchange of initial disclosures, interrogatories, and requests for production of documents, and responses thereto, and the production of a substantial volume of documents; (iii) obtained access to, and reviewed, documents pertinent to the Class’s claims and Defendants’ defenses to those claims; (iv) investigated and analyzed all available evidence; and (v) researched the applicable law with respect to the Class’s claims against the Defendants and the potential defenses thereto.

9. What does the Settlement provide?

In the Settlement, the GCAH Defendants agree to cause \$5,000,000 to be paid out of insurance proceeds that are available to them. and Deloitte agrees to pay \$875,000. The total Settlement Amount is \$5,875,000, to be paid for the benefit of the Class.

The Settlement shall become effective only if and when the Court enters a Final Order and Judgment approving the Settlement, and any appeals from that judgment are finally resolved, or the time expires in which to file such appeals. At that time, all members of the Class will be deemed to have released and will be permanently barred from asserting any of the “Released Claims” (as defined below) against the “Released Defendant Parties” (as defined below).

“Released Claims” shall mean all claims, known or unknown (including unknown claims as discussed in the paragraph immediately below), by Lead Plaintiff or any other member of the Class, against any of the Released Defendant Parties (defined below), that: (i) were or could have been asserted in the Action; (ii) arise in connection with the purchase, acquisition, or holding of GCAH common stock during the Class Period; or (iii) relate to the subject matter of the Action and/or the allegations of the Consolidated Class Action Complaint filed on August 18, 2008 and relate to the claimant’s ownership of or transactions in GCAH common stock during the Class Period (except for claims to enforce the terms of the Settlement Agreement). For the avoidance of doubt, the term “Released Claims” does not include claims that were brought in the

consolidated shareholder derivative cases entitled *In re Global Cash Access Holdings Inc. Derivative Litigation*, Case No. 2:07-cv-01659-JCM-PAL, which were resolved by Court order on May 19, 2009 or direct or derivative claims brought by or on behalf of GCAH.

For purposes of the immediately preceding paragraph, “unknown claims” are claims, rights, causes of action or suits which fit the definition of “Released Claims” but which Lead Plaintiff or any Class member does not know or suspect to exist in his, her or its favor at the time the releases are granted, which, if known by him, her or it might have affected his, her or its decision(s) with respect to the Settlement. Upon the Final Order and Judgment becoming final, Lead Plaintiff and each Class member shall be deemed to have, and by operation of the Final Order and Judgment shall have, waived the rights provided in California Civil Code Section 1542, and any similar statute or common law principle in California or other jurisdictions. California Civil Code Section 1542 provides:

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

“Released Defendant Parties” shall mean Defendants and each of their past or present parents, subsidiaries, affiliates, investment funds, predecessors, successors, agents, advisors, insurers, attorneys, and their respective past, present or future officers, directors, partners, members, managing directors, principals and employees, as well as subcontractors of Deloitte.

In addition, if the Final Order and Judgment becomes final, the Defendants will be deemed to have released and will be permanently barred from asserting any of the “Released Defendants’ Claims” (as defined below) against the “Released Plaintiff Parties” (as defined below).

“Released Defendants’ Claims” shall mean any and all claims, known or unknown (including unknown claims as discussed in the paragraph immediately below), by any of the Defendants against any of the Released Plaintiff Parties (as defined herein) which arise from the institution, prosecution, or settlement of the Action (except for claims to enforce the terms and conditions of the Settlement Agreement).

For purposes of the immediately preceding paragraph, “unknown claims” are claims, rights, causes of action or suits arising from the institution, prosecution, or settlement of the Action that any of the Defendants does not know or suspect to exist in his, her or its favor at the time the releases are granted, which, if known by him, her or it might have affected his, her or its decision(s) with respect to the Settlement. Upon the Final Order and Judgment becoming final, each Defendant shall be deemed to have, and by operation of the Final Order and Judgment shall have, waived the rights provided in California Civil Code Section 1542, and any similar statute or common law principle in California or other jurisdictions. California Civil Code Section 1542 provides:

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

“Released Plaintiff Parties” shall mean Lead Plaintiff and Robert Lowinger (the plaintiff who initiated this lawsuit), and each of their past or present parents, subsidiaries, affiliates, investment funds, predecessors, successors, agents, advisors, insurers, attorneys, and their respective past, present, or future officers, directors, partners, members, managing directors, principals and employees.

THE SETTLEMENT BENEFITS—WHAT YOU GET

10. How much will be distributed to the Class?

The Settlement will create a cash settlement fund in the initial principal amount of \$5,875,000.00. After deduction of the costs of notice and administration, certain taxes and tax-related expenses, and any attorneys’ fees, expenses and costs that are approved by the Court, the balance of the settlement fund, plus accrued interest (the “Net Settlement Amount”), will be available for distribution to members of the Class. Lead Counsel will request attorneys’ fees of 18% of the Settlement Amount and the reimbursement of out-of-pocket costs in the amount of approximately \$250,000.00.

11. How will the settlement proceeds be allocated among Class members?

The \$5,875,000.00 settlement amount, less all taxes, approved costs, attorneys’ fees and expenses, and notice and administration costs (the “Net Settlement Fund Account”) shall be distributed to Class members who submit valid and acceptable Proofs of Claim (“Authorized Claimants”), in accordance with a plan of allocation to be approved by the Court. The plan of allocation will provide a methodology for calculating a “Recognized Claim” amount for each Authorized Claimant. Each Authorized Claimant shall be paid the percentage that each Authorized Claimant’s Recognized Claim bears to the total Recognized Claims of all Authorized Claimants. However, distributions will not be made to Authorized Claimants whose valid Recognized Claim are less than \$10.00.

Lead Counsel, in consultation with a damages expert, have prepared the following proposed plan of allocation (the “Plan of Allocation”), which is based upon the statutory damages formula provided in Section 11 of the Securities Act:

Plan of Allocation

- Authorized Claimants who purchased shares of GCAH stock during the Class Period but sold those shares prior to July 24, 2007, shall have no Recognized Claim for those shares. Any losses on such sales are treated as unrelated to the allegations in the Action.
- Authorized Claimants who purchased shares of GCAH common stock during the Class Period and sold those shares on or after July 24, 2007 but before the filing of this lawsuit

on April 11, 2008, shall have a Recognized Claim for those shares equal to the amount paid for the shares (not to exceed the offering price per share), minus the amount received upon the sale.

- Authorized Claimants who purchased shares during the Class Period and sold those shares after the filing of this lawsuit or continue to hold those shares as of the date they submit their Proof of Claim, shall have a Recognized Claim for those shares equal to the amount paid for the shares (not to exceed the offering price per share), minus the greater of (i) the amount received upon the sale of the shares, if they have been sold, or (ii) \$6.12 per share, which is the price on the date of the lawsuit.

- For purposes of the foregoing calculations, the offering price shall be assumed to be \$14.00 (the IPO price) for all shares purchased prior to the May 25, 2006 Secondary Offering, and \$15.75 (the Secondary Offering price) for all shares purchased in or after the Secondary Offering.

- In processing claims, the first-in, first-out (FIFO) method will be used. This means that sales of GCAH common stock will be matched with purchases during the Class Period in chronological order. No Recognized Claim shall be allowed for any shares of GCAH common stock sold for a gain.

- Any person or entity who sold GCAH common stock “short” shall have no Recognized Claim with respect to any purchase during the Class Period to cover such short sale.

- A purchase or sale of GCAH common stock shall be deemed to have occurred on the “contract” or “trade” date as opposed to the “settlement” or “payment” date.

- Shares of GCAH acquired during the Class Period by means of a gift, inheritance, or operation of law do not qualify as the purchase of such shares on the date of such acquisition. If, however, such securities were purchased during the Class Period by the donor, decedent, or transferor, then as long as the original purchaser does not submit a Proof of Claim with respect to the shares, recipients will be allowed to participate in the Settlement and their claims will be computed by using the price of such stock on the original date of purchase.

- Distributions will be made to Authorized Claimants after all claims have been processed, after the Court has approved the Settlement, and after that order of approval has become final. If any funds remain in the Settlement Fund Account by reason of un-cashed distributions or otherwise, then, one year after the initial distribution and after the Claims Administrator has made reasonable and diligent efforts to have Class members who are entitled to participate in the distribution cash their distribution checks, any balance remaining shall be re-distributed to Authorized Claimants who cashed their initial distributions and who would receive at least \$10.00 from such re-distribution, after payment of any unpaid costs or fees incurred in administering the Settlement for such re-distribution. If, six (6) months after such re-distribution, any funds shall remain in the Settlement Fund Account, then such balance shall be contributed to a non-sectarian, not-for-profit 501(c)(3) organization(s) designated by Lead Counsel.

The Court has reserved jurisdiction to allow, disallow, or adjust the claim of any Class member on equitable grounds. Payment pursuant to the Plan of Allocation is conclusive against all Authorized Claimants. All Class members whose claims are not approved will be barred from participating in distributions from the Settlement, but otherwise shall be bound by all of the terms of the Settlement, including the terms of the Final Order and Judgment to be entered in the Action, and will be barred from bringing suit regarding any of the Released Claims against any of the Released Defendant Parties.

The Recognized Claim formulas set forth above are not intended to be an estimate of the amount that a Class member might have been able to recover after a trial; nor is the Recognized Claim an estimate of the amount that will be paid to Authorized Claimants pursuant to the Settlement. Rather, the Recognized Claim formulas are simply the basis upon which the Net Settlement Fund Account will be proportionately allocated to the Authorized Claimants.

Defendants have denied that they made any material misrepresentations or omitted to disclose any material information and further contend that even if liability were shown, the Class members suffered no compensable damages because the price declines cited could not be attributed to the claims Lead Plaintiff asserted. Defendants assert that the price of GCAH common stock was not inflated artificially during the Class Period and further contend that the decrease in the price of GCAH common stock was explained and caused by other, non-actionable factors and causes outside of their control. In the event that the Settlement is not approved by the Court or otherwise does not become final, none of the parties shall be bound by the proposed Plan of Allocation, or any of the assumptions embodied therein.

12. How much will my payment be?

The amount to be distributed to you, if you submit a valid and acceptable Proof of Claim, will depend on a variety of factors, including the number of other Class members who submit valid claims, the number of shares of GCAH common stock you purchased, the prices and dates of those purchases, and the prices and dates of any sales of your GCAH common stock. Class Counsel estimates that the average recovery per eligible share of GCAH common stock under the Settlement is \$0.083, after deduction of attorneys' fees and expenses. Your recovery may be more or less than the average, and depending upon the timing of your transactions, you may be deemed to have no Recognized Loss, which means you will not be entitled to any recovery. See the Plan of Allocation set forth in response to Question #11 above for a description of how Recognized Claims will be calculated.

HOW TO GET A PAYMENT – SUBMITTING A CLAIM FORM

13. What do I have to do to receive a share of the Settlement?

If you are a member of the Class, you will have to submit a Proof of Claim and Release form (the "Claim Form") and supporting documentation in order to establish your entitlement to share in the Settlement. Those who act to exclude themselves from the Class and those who fail to submit timely and valid Claim Forms with adequate supporting documentation will not be entitled to share in the Settlement.

The Claim Form and instructions on how to complete and submit it are enclosed herewith. To obtain additional copies of the Claim Form, you may write to the Claims Administrator at the following address: Global Cash Access Holdings, Inc. Securities Litigation, c/o Analytics, Inc., Claims Administrator, P.O. Box 2004, Chanhassen, MN 55317-2004.

Please submit copies of all records of your ownership of, or transactions in, GCAH's securities, as they will be needed to document your claim.

14. When will I receive my payment?

Any Settlement payments are contingent upon the Court approving the Settlement and on such approval becoming final and no longer subject to any appeals. Even if the Court approves the Settlement, there still might be appeals, which can take more than a year to resolve.

The bulk of the Settlement Amount will be invested in United States Treasury securities and/or securities of United States agencies backed by the full faith and credit of the United States Treasury, or mutual funds or money market accounts that invest exclusively in the foregoing securities (with \$250,000 kept liquid for the purpose of paying taxes and administration expenses) until it is ready for distribution. Any accrued earnings, net of taxes, will be included in the amount that will be distributed to the Class.

15. What am I giving up to get a payment or stay in the Class?

If you remain a member of the Class and do not exclude yourself, you will be bound by all orders, judgments, and releases entered by the Court regarding the Settlement. If the Settlement is approved, you will be deemed to have released all "Released Claims" (as defined above) against the "Released Defendant Parties" (as defined above). You will be bound by the releases whether or not you submit a Claim Form and/or receive a payment under the Settlement.

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 the Defendants and the other Released Defendant Parties, on your own, regarding the Released Claims, then you must take steps to exclude yourself from the Class and the Settlement. This is sometimes referred to as "opting out."

16. What if I want to be excluded from the Settlement?

To exclude yourself from the Settlement, you must send a letter by mail to the Claims Administrator saying that you want to be excluded from *Global Cash Access Holdings, Inc. Securities Litigation*. Be sure to include your name, address, and telephone number, and please list each of your purchases and sales of GCAH common stock between September 22, 2005 and November 14, 2007, inclusive, including the date, price, and number of shares for each transaction. You must include your signature on the written exclusion request. If you request exclusion on behalf of a person or entity other than yourself (such as, for example, a trust, a

minor, or a pension fund), you also must state the basis of your legal authority to make the request on behalf of that person or entity. Mail your exclusion request postmarked no later than _____, 2010, to:

Global Cash Access Holdings, Inc. Securities Litigation
EXCLUSIONS
c/o Analytics Inc., Claims Administrator
P.O. Box 2004
Chanhassen, MN 55317-2004

You cannot exclude yourself by phone or by e-mail. If you do not follow the above procedures—including meeting the postmark deadline—you will not be excluded from the Class and you will be bound by all of the orders and judgments entered by the Court regarding the Settlement. You must exclude yourself even if you already have a pending case against Defendants based on the claims being released.

If you ask to be excluded, you will not get any payment from the Settlement, you cannot object to the Settlement, you will not be legally bound by anything that happens in this Action and you might be able to sue Defendants on your own.

17. If I do not exclude myself can I sue Defendants for the same thing later?

No. Unless you exclude yourself, you give up any right to sue the Defendants and the other Released Defendant Parties for all Released Claims. If you have a pending lawsuit, speak to the lawyer representing you in that case immediately. You must exclude yourself from **this** Class to continue your own lawsuit. Remember, the exclusion deadline is _____, 2010.

18. If I exclude myself can I get money from the Settlement?

No. Only Class members who do not exclude themselves will be eligible to recover money in the Settlement.

THE LAWYERS REPRESENTING YOU

19. Do I have a lawyer in this case?

The Court has appointed the law firm of Grant & Eisenhofer P.A. as Lead Counsel to represent Lead Plaintiff and all other Class members in the Action. If you have any questions about the proposed Settlement, you may contact Lead Counsel as follows: Mary S. Thomas, Esq., Grant & Eisenhofer P.A., 1201 N. Market St., Wilmington, DE 19801; (302) 622-7000.

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

20. How will the lawyers be paid?

You will not be charged directly for the fees or expenses of the Lead Counsel appointed by the Court. Instead, those lawyers may apply to the Court for payment of fees and expenses out of the proceeds of any recoveries achieved in the Action.

When this case began, Lead Plaintiff negotiated a fee agreement with Lead Counsel, which permits Lead Counsel to apply for fees of up to 18% of any recovery achieved for the Class plus out-of-pocket expenses. Lead Counsel is applying for a fee award of 18% of the Settlement Amount, plus up to \$250,000.00 for reimbursement of expenses incurred for the prosecution of this action on behalf of the Class and for interest on such amounts at the same net rate as is earned on the Settlement Amount. The fees would pay Lead Counsel for their work in investigating the facts, litigating the case, and negotiating the Settlement.

OBJECTING TO THE SETTLEMENT OR THE ATTORNEYS' FEES

21. How do I tell the Court that I do not like the Settlement?

If you are a Class member and you do not exclude yourself, you can object to the Settlement, including Lead Counsel's application for attorneys' fees and expenses, and give reasons why you think the Court should not approve them. To object, you must send a letter or other filing saying that you object to the Settlement and/or the attorneys' fee or expense application in *In re Global Cash Access Holdings, Inc. Securities Litigation*, Case No. 2:08-CV-01320-JCM-(PAL). Be sure to include your name, address, telephone number, signature, and the reasons for your objection, as well as a list of your purchases and sales of GCAH common stock made during the Class Period, including the dates, the number of shares purchased or sold, the price(s) paid or received per share for each such purchase or sale. Your written objection must be filed with the Court and served on all the following counsel no later than _____, 2010, at the following addresses:

The Court:

Clerk of the United States District Court for the District of Nevada,
Lloyd D. George United States Courthouse
333 S. Las Vegas Blvd. Room 1334
Las Vegas, NV 89101

Lead Counsel for the Class:

Mary S. Thomas, Esq.
GRANT & EISENHOFER P.A.
Chase Manhattan Centre
1201 North Market Street
Wilmington, DE 19801

For Defendants:

Erik J. Olson, Esq.
MORRISON & FOERSTER LLP
755 Page Mill Road
Palo Alto, CA 94304-1018

Charles E. Davidow, Esq.
PAUL, WEISS, RIFKIND, WHARTON & GARRISON LLP
2001 K Street, NW
Washington, DC 20006-1047

Philip M. Smith, Esq.
PATTON BOGGS LLP
1185 Avenue of the Americas, 30th Floor
New York, NY 10036

Jonathan C. Dickey, Esq.
GIBSON, DUNN & CRUTCHER LLP
200 Park Avenue, 47th Floor
New York, NY 10166-0193

Once an objection to the proposed Settlement is made, it cannot be withdrawn without the Court's approval. Any member of the Class who does not object in the manner provided above will be deemed to have waived all objections to the Settlement and to Lead Counsel's and application for costs, expenses, and attorneys' fees.

22. What is the difference between objecting and requesting exclusion?

Objecting is simply telling the Court that you do not like something about the Settlement. You can object only if you are a Class member.

Excluding yourself is telling the Court that you do not want to be part of the Class. If you exclude yourself, you have no basis to object, because the case no longer affects you. If you do not exclude yourself, you will be bound by the Settlement and all orders and judgments entered by the Court regarding the Settlement, regardless of whether the Court accepts or denies any objection you submit.

THE COURT'S FAIRNESS HEARING

The Court will hold a hearing to decide whether to approve the proposed Settlement. You may attend and you may ask to speak, but you do not have to.

23. When and where will the Court decide whether to approve the Settlement?

The Court has scheduled a hearing on the proposed Settlement for _____, 2010, at _____ before the Honorable James C. Mahan in the United States District Court for the District of Nevada, Lloyd D. George United States Courthouse, 333 S. Las Vegas Blvd., Las

Vegas, NV 89101. At this hearing, the Court will consider whether the Settlement and Plan of Allocation are fair, reasonable, and adequate, whether to certify the Class for purposes of the Settlement, whether to dismiss the Action with prejudice, and whether to grant Lead Counsel's application for attorneys' fees and expenses. If there are objections, the Court will consider them. At or after the hearing, the Court will decide whether to approve the Settlement.

Please note that the date of the Court hearing is subject to change without further notice. If you plan to attend the hearing, you should check with Lead Counsel to be sure no change to the date and time of the hearing has been made.

24. Do I have to come to the hearing?

No. Lead Counsel will answer any questions the Court might have. But you are welcome to come at your own expense. If you send an objection, you do not have to come to the Court to talk about it. As long as you mail your written objection so as to be received by the deadline, it will be before the Court when the Court considers whether to approve the Settlement. You may also hire your own lawyer to attend the hearing, at your expense, but that is not a requirement.

25. May I speak at the hearing?

If you are a Class member who has not asked to be excluded from the Class, you may ask the Court for permission to speak at the hearing. To do so, you must send a letter or other paper called a "Notice of Intention to Appear at Fairness Hearing in *In re Global Cash Access Holdings, Inc. Securities Litigation*, Case No. 2:08-CV-01320-JCM-(PAL)." Be sure to include your name, address, telephone number, and your signature. Your Notice of Intention to Appear must be filed with the Clerk of the Court and sent to the counsel listed above in the answer to Question #21 so it is received by the Court and counsel no later than _____, 2010. You cannot speak at the hearing if you have asked to be excluded from the Class.

IF YOU DO NOTHING

26. What happens if I do nothing at all?

If you are a Class member and you do nothing in response to this Notice, you will remain a member of the Class and will be bound by the Settlement. You will not be able to start, continue, or be part of any other lawsuit or arbitration against Defendants and/or the Released Defendant Parties regarding the Released Claims. To receive a payment from the Settlement, you will have to submit the enclosed Proof of Claim form and supporting documentation, in accordance with instructions provided on the form.

GETTING MORE INFORMATION

27. Are there more details about the Settlement?

This Notice contains only a summary of the Settlement. The complete Settlement is set out in the Settlement Agreement between Lead Plaintiff and Defendants, dated February 17,

2010. You may download a copy of the Settlement Agreement from www.GCAsSecuritiesSettlement.com or you may request a copy by writing to Global Cash Access Holdings, Inc. Securities Litigation, c/o Analytics Inc., Claims Administrator, P.O. Box 2004, Chanhassen, MN 55317-2004. There may be a charge for copying and mailing the Settlement Agreement.

28. How do I get more information?

You can also call the Claims Administrator toll free at 1-866-810-8520 or write to the Claims Administrator at the above address. Anyone interested in more detail regarding the Action is invited to visit the Office of the Clerk of the United States District Court for the District of Nevada at the Lloyd D. George United States Courthouse, 333 S. Las Vegas Blvd. Room 1334, Las Vegas, NV 89101, during regular business hours, to inspect the Settlement Agreement, the pleadings, and the other papers maintained there regarding Case No. 2:08-CV-01320-JCM-(PAL).

SPECIAL NOTICE TO SECURITIES BROKERS AND OTHER NOMINEES

If you purchased common stock of Global Cash Access Holdings, Inc. (NYSE ticker symbol: GCA; CUSIP: 378967103) during the period from September 22, 2005 and November 14, 2007, inclusive, for the beneficial interest of a person or organization other than yourself, the Court has directed that, WITHIN TWENTY (20) DAYS OF YOUR RECEIPT OF THIS NOTICE, you either (a) provide to the Claims Administrator the name and last known address of each person or organization for whom or which you purchased GCAH common stock during such time period or (b) request additional copies of this Notice and the Proof of Claim form, which will be provided to you free of charge, and within twenty (20) days mail the Notice and the Proof of Claim form directly to the beneficial owners of the GCAH common stock. If you choose to follow alternative procedure (b), the Court has directed that, upon such mailing, you send a statement to the Claims Administrator confirming that the mailing was made as directed. You are entitled to reimbursement from the Settlement Fund of your reasonable expenses actually incurred in connection with the foregoing, including reimbursement of postage expense and the cost of ascertaining the names and addresses of beneficial owners. Those expenses will be paid upon request and submission of appropriate supporting documentation. All communications concerning the foregoing should be addressed to the Claims Administrator:

Global Cash Access Holdings, Inc. Securities Litigation
c/o Analytics Inc., Claims Administrator
P.O. Box 2004
Chanhassen, MN 55317-2004

Dated: _____, 2010 BY ORDER OF THE COURT

Exhibit 2
to
Order of Preliminary Approval

In re Global Cash Access Holdings, Inc. Securities Litigation
c/o Analytics, Inc., Claims Administrator
P.O. Box 2004
Chanhassen, MN 55317-2004
www.GCASecuritiesSettlement.com

PROOF OF CLAIM AND RELEASE

THIS PROOF OF CLAIM MUST BE POSTMARKED NO LATER THAN _____, 2010.

I. GENERAL INSTRUCTIONS

- A.** To recover as a Class member based on your claims in the action entitled *In re Global Cash Access Holdings, Inc. Securities Litigation*, 2:08-CV-01320-JCM-PAL, in the U.S. District Court for the District of Nevada (the “Action”), which is being settled as discussed in the Notice Of Pendency Of Class Action, Proposed Settlement, And Hearing On Proposed Settlement And Request For Attorneys’ Fees And Expenses (the “Notice”), please complete this Proof of Claim and Release form (“Claim Form”) according to the instructions below.
- B.** It is important that you completely read and understand the Notice that accompanies this Claim Form and the Plan of Allocation included therein (the “Plan of Allocation”). The Notice and Plan of Allocation describe the proposed settlement (the “Settlement”), how Class members are affected by the Settlement, and the manner in which the Settlement proceeds will be distributed, if the Settlement and the Plan of Allocation are approved by the Court. The Notice also contains the definitions of many of the defined terms (which are indicated by initial capital letters) used in this Proof of Claim and Release. By signing and submitting this Claim Form, you will be certifying that you have read and that you understand the Notice.
- C.** **The Class is defined as all persons or entities who purchased or otherwise acquired Global Cash Access Holdings, Inc. (“GCAH”) common stock from September 22, 2005 through November 14, 2007, inclusive (the “Class Period”). Excluded from the Class are (1) the Defendants (as defined in Section VI.B below); (2) members of the immediate family of each of the Defendants; (3) the subsidiaries and affiliates of GCAH; (4) any person or entity who is, or was during the Class Period, a partner, officer, executive, director, or employee of GCAH, or a partner, officer, executive, or director of any of the other Defendants; (5) any entity in which any such excluded person or entity has a majority interest; (6) the legal representatives, heirs, successors or assigns of any of the excluded persons or entities specified in this paragraph; and (7) the insurance carriers who provide directors’ and officers’ liability insurance to GCAH and/or any of the Defendants related to the claims in the Action.**
- D.** TO PARTICIPATE IN THE SETTLEMENT, YOU MUST MAIL YOUR COMPLETED AND SIGNED CLAIM FORM TO THE CLAIMS ADMINISTRATOR BY FIRST-CLASS MAIL, POSTAGE PREPAID, POSTMARKED BY _____, 2010, ADDRESSED AS FOLLOWS:

Global Cash Access Holdings, Inc. Securities Litigation
c/o Analytics Inc., Claims Administrator
P.O. Box 2004
Chanhassen, MN 55317-2004

- E.** All Class members will be bound by the terms of the judgment entered in the Action **WHETHER OR NOT A CLAIM FORM IS SUBMITTED**, unless a valid exclusion request is received by _____, 2010.

The judgment will release and enjoin the filing or continued prosecution of Released Claims against the Released Defendant Parties, as described in the Notice and in Section VI below. If you submit a valid exclusion by the deadline noted, you MAY NOT submit a Claim Form.

- F. You may only participate in the Settlement if you are a member of the Class and if you complete and return this form as specified below. If you fail to file a timely, properly addressed, and completed Claim Form, your claim may be rejected and you may be precluded from receiving any Settlement proceeds, but you will nevertheless be bound by the terms of the judgment.
- G. **Submission of this Claim Form does not guarantee that you will share in the Settlement proceeds.** Distributions of the Settlement proceeds, after payment of attorneys' fees, expenses and other costs, are governed by the Plan of Allocation approved by the Court. The proposed Plan of Allocation, which is subject to Court approval, is included in the Notice.

II. CLAIMANT IDENTIFICATION INSTRUCTIONS

- A. If you purchased or acquired GCAH common stock during the Class Period and held the shares in your name, you are the beneficial owner as well as the record owner. If, however, you purchased or acquired GCAH common stock during the Class Period and the shares were registered in the name of a third party, such as a nominee or brokerage firm, you are the beneficial owner of these shares, but the third party is the record owner of these shares.
- B. Separate Claim Forms should be submitted for each separate legal entity (e.g., a claim from joint owners should not include separate transactions of just one of the joint owners, and an individual should not combine his or her IRA transactions with transactions made solely in the individual's name). Conversely, a single Claim Form should be submitted on behalf of one legal entity including all transactions made by that entity on one Claim Form, no matter how many separate accounts that entity has (e.g., a corporation with multiple brokerage accounts should include all transactions made in all accounts on one Claim Form).
- C. Use Section IV of this form entitled "CLAIMANT IDENTIFICATION" to identify each owner of record ("nominee"), if different from the beneficial owner of GCAH common stock that forms the basis of this claim. **THE ACTUAL BENEFICIAL OWNER OR THE LEGAL REPRESENTATIVE OF SUCH OWNER OF THE GCAH COMMON STOCK UPON WHICH THIS CLAIM IS BASED MUST SUBMIT THIS CLAIM FORM.** Legal representatives MUST include proof of authority to sign on behalf of the beneficial owner in accordance with Section II, Paragraph C, below.
- D. All joint beneficial owners must sign this Claim Form. Executors, administrators, guardians, conservators, and trustees must complete and sign this Claim Form on behalf of persons represented by them, and proof of their authority must accompany this Claim Form and their titles or capacities must be stated.
- E. The taxpayer identification number (TIN), consisting of a valid Social Security number (SSN) for individuals or employer identification number (EIN) for business entities, trusts, estates, etc., and telephone number of the beneficial owner(s) may be used in verifying this claim.
- F. If you would like to use the correspondence address (noted in Section IV) for the distribution of check(s), please place a check mark next to "Check Here to Use Correspondence Address for Distribution of Checks;" you need not fill out the (Optional) Distribution Address portion of the form if you wish to use the correspondence address for all distributions. If you would like your distribution check sent to an address other than the correspondence address, please fill out the (Optional) Distribution Address portion of the form; you will still need to fill in the Correspondence Address section.

FAILURE TO PROVIDE THE FOREGOING INFORMATION COULD DELAY VERIFICATION OF YOUR CLAIM OR RESULT IN REJECTION OF YOUR CLAIM.

III. TRANSACTION SCHEDULE INSTRUCTIONS

- A. Use Section V of this Claim Form entitled “SCHEDULE OF TRANSACTIONS IN GCAH COMMON STOCK” to supply all required details of your transaction(s) in GCAH stock. If you need more space, attach separate, numbered sheets providing all of the required information in substantially the same format. Print or type the beneficial owner’s name at the top of each additional sheet.
- B. On the schedules, provide all of the requested information with respect to all acquisitions and purchases (including free receipts) of GCAH common stock from September 22, 2005 through November 14, 2007, as well as all sales (including free deliveries), of GCAH common stock from September 22, 2005 through the date you submit this Claim Form.
- C. Failure to report all transactions during the requested periods may result in the rejection of your claim.
- D. Shares of GCAH acquired during the Class Period by means of a gift, inheritance, or operation of law do not qualify as the purchase of such shares on the date of such acquisition. If, however, such securities were purchased during the Class Period by the donor, decedent, or transferor, then as long as the original purchaser does not submit a Claim Form with respect to the shares, recipients will be allowed to participate in the Settlement and their claims will be computed by using the price of such stock on the original date of purchase.
- E. List each acquisition, purchase, and sale, including free receipts and free deliveries, separately and in chronological order, by trade date (as distinguished from the “settlement” date), beginning with the earliest. You must accurately provide the month, day, and year of each such transaction you list.
- F. The price per share, paid or received, shall be exclusive of all commissions, taxes, fees, and other charges.
- G. The date of covering a short sale is deemed to be the date of purchase. The date of a short sale is deemed to be the date of sale. Although there is no recognized loss for a short sale, all short sales must be reported to allow proper balancing of the transactions contained in your claim overall.
- H. Agents, executors, administrators, guardians, and trustees must complete and sign this Claim Form on behalf of persons represented by them and they must:
 - (a) expressly state the capacity in which they are acting;
 - (b) identify the name, account number, Social Security Number (or taxpayer identification number), address and telephone number of the beneficial owner of (or other person or entity on whose behalf they are acting with respect to) the GCAH common stock; and
 - (c) furnish herewith evidence of their authority to bind to the Proof of Claim and Release the person or entity on whose behalf they are acting. (Authority to complete and sign a Claim Form cannot be established by stockbrokers only demonstrating that they have discretionary authority to trade stock in another’s accounts.)
- I. You must include with your Claim Form copies of brokerage confirmations, monthly statements, or other documentation of your transactions in GCAH common stock in order for your claim to be valid. **IF SUCH DOCUMENTS ARE NOT IN YOUR POSSESSION, PLEASE OBTAIN COPIES OR EQUIVALENT CONTEMPORANEOUS DOCUMENTS FROM YOUR BROKER. FAILURE TO SUPPLY THIS DOCUMENTATION MAY RESULT IN REJECTION OF YOUR CLAIM. DO NOT SEND ORIGINAL**

DOCUMENTS. Please keep a copy of all documents that you send to the Claims Administrator.

- J. NOTICE REGARDING ELECTRONIC FILES: Certain claimants with large numbers of transactions may request, or may be requested, to submit information regarding their transactions in electronic files. All claimants **MUST** submit a manually signed paper Claim Form listing all their transactions, whether or not they also submit electronic copies. If you wish to file your claim electronically, you must contact the Claims Administrator at 1-866-810-8520, or visit its website www.GCASecuritiesSettlement.com to obtain the required file layout. No electronic files will be considered to have been properly submitted unless the Claims Administrator issues to the claimant a written paper acknowledgment of receipt and acceptance of electronically submitted data.

CLAIMS
MUST BE POSTMARKED BY
_____, 2010

PROOF OF CLAIM AND RELEASE
IN RE GLOBAL CASH ACCESS HOLDINGS,
INC. SECURITIES LITIGATION
No. 08-cv-01320-JCM-PAL
PLEASE PRINT OR TYPE

GCAH
FOR INTERNAL USE ONLY

IV. CLAIMANT IDENTIFICATION

LAST NAME (CLAIMANT)

FIRST NAME (CLAIMANT)

Last Name (Beneficial Owner if Different From Claimant)

First Name (Beneficial Owner)

Last Name (Co-Beneficial Owner)

First Name (Co-Beneficial Owner)

Company/Other Entity (If Claimant Is Not an Individual)

Trustee/Nominee/Other

Account Number (If Claimant Is Not an Individual)

Trust/Other Date (If Applicable)

Check Here to Use Correspondence Address for Distribution of Checks

Correspondence Address Line 1

Correspondence Address Line 2 (If Applicable)

City

State

Zip Code

Foreign Province

Foreign Zip Code

Foreign Country

(Optional) Distribution Address:

Distribution Address Line 1

Distribution Address Line 2 (If Applicable)

City State Zip Code

Foreign Province Foreign Zip Code Foreign Country

Telephone Number (Day)

Telephone Number (Night)

() -

() -

Beneficial Owner's Employer Identification Number or Social Security Number

_____ - _____ - _____ - _____

E-Mail Address

IDENTITY OF CLAIMANT

- Individual Joint Owners Estate Corporation Trust Partnership Private Pension Fund
- IRA, Keogh, or other type of individual retirement plan (indicate type of plan, mailing address, and name of current custodian) _____ Legal Representative Other (specify, describe on separate sheet)

EXCLUSIONS FROM CLASS DEFINITION: Individuals or entities excluded from participating in the Settlement include: the (1) the Defendants (as defined below in Section VI.B); (2) members of the immediate family of each of the Defendants; (3) the subsidiaries and affiliates of GCAH; (4) any person or entity who is, or was during the Class Period, a partner, officer, executive, director, or employee of GCAH, or a partner, officer, executive, or director of any of the other Defendants; (5) any entity in which any such excluded person or entity has a majority interest; (6) the legal representatives, heirs, successors or assigns of any of the excluded persons or entities specified in this paragraph; and (7) the insurance carriers who provide directors' and officers' liability insurance to GCAH and/or any of the Defendants related to the claims in the Action.

- Check here if the claimant or beneficial owner is excluded from the Class.

V. SCHEDULE OF TRANSACTIONS IN GCAH COMMON STOCK

Failure to provide proof of all purchases, sales, and closing positions will impede proper processing of your claim. Please include proper documentation with your Claim Form as described in detail in Section III, Paragraph I, above.

A. PURCHASES:

Separately list each and every purchase and/or acquisition, including free receipts, of GCAH common stock during the period between **September 22, 2005 and November 14, 2007, inclusive.**

**IF NONE, CHECK
HERE**

Date(s) of original purchase or acquisition List chronologically MM DD YYYY	Number of shares purchased/acquired	Original purchase price per share (excluding commissions, taxes, & fees)	Proof of purchase enclosed

/	/	\$.	<input type="radio"/> Y <input type="radio"/> N
/	/	\$.	<input type="radio"/> Y <input type="radio"/> N
/	/	\$.	<input type="radio"/> Y <input type="radio"/> N
/	/	\$.	<input type="radio"/> Y <input type="radio"/> N
/	/	\$.	<input type="radio"/> Y <input type="radio"/> N

B. SALES:

Separately list each and every sale, including free deliveries, of GCAH common stock during the period from **September 22, 2005 through the date you submit this Claim Form.**

**IF NONE, CHECK
HERE**

Date(s) of sales List chronologically MM DD YYYY	Number of shares sold	Sale price per share (excluding commissions, taxes, & fees)	Proof of sale enclosed
--	-----------------------	--	------------------------

/	/	\$.	<input type="radio"/> Y <input type="radio"/> N
/	/	\$.	<input type="radio"/> Y <input type="radio"/> N
/	/	\$.	<input type="radio"/> Y <input type="radio"/> N
/	/	\$.	<input type="radio"/> Y <input type="radio"/> N
/	/	\$.	<input type="radio"/> Y <input type="radio"/> N

IF YOU REQUIRE ADDITIONAL SPACE, ATTACH EXTRA SCHEDULES IN THE SAME FORMAT AS ABOVE. PRINT THE BENEFICIAL OWNER'S FULL NAME AND TAXPAYER IDENTIFICATION NUMBER ON EACH ADDITIONAL PAGE.

C. UNSOLD HOLDINGS:

Proof enclosed?

Please state the number of shares of GCAH common stock that you hold as of the date you submit this Proof of Claim (long or short positions).

Y N

IF NONE, CHECK HERE

YOU MUST ALSO READ THE RELEASE AND CERTIFICATION BELOW AND SIGN ON PAGE 9 OF THIS CLAIM FORM.

VI. RELEASE

A. I (We) hereby acknowledge full and complete satisfaction of, and do hereby fully, finally, and forever settle, release, relinquish, and discharge each and all of the Released Defendant Parties from all Released Claims, as those terms are defined below.

B. Definitions for Release:

“**Action**” means the lawsuit captioned *In re Global Cash Access Holdings, Inc. Securities Litigation*, 2:08-CV-01320-JCM-PAL, in the U.S. District Court for the District of Nevada.

“**Class Period**” shall mean September 22, 2005 through November 14, 2007, inclusive.

“**Lead Plaintiff**” shall mean City of Richmond Retirement System.

“**Defendants**” shall mean Global Cash Access Holdings, Inc., Kirk Sanford, Harry C. Hagerty, III, Walter G. Kortschak, Charles J. Fitzgerald, E. Miles Kilburn, William H. Harris, Karim Maskatiya, Robert Cucinotta, Summit Partners L.P., M&C International, Goldman, Sachs & Co., J.P. Morgan Securities Inc., JPMorgan Chase & Co.,

excluded from the Class;

4. that I (we) have not filed a request for exclusion from the Class and that I (we) do not know of any request for exclusion from the Class filed on my (our) behalf;
5. that I (we) own(ed) the GCA common stock identified in the Claim Form, or that, in signing and submitting this Claim Form, I (we) have the authority to act on behalf of the owner(s) thereof;
6. that I (we) have not submitted any other claim covering the same purchases, sales, or holdings of GCAH common stock and know of no other person having done so on my (our) behalf;
7. that the claimant(s) desires (desire) to participate in the Settlement described in the Notice and agrees (agree) to the terms and conditions thereof;
8. that I (we) submit to the jurisdiction of the United States District Court for the District of Nevada with respect to my (our) claim and for purposes of enforcing the release set forth herein;
9. that I (we) agree to furnish such additional information with respect to this Claim Form as the parties, the Claims Administrator or the Court may require;
10. that I (we) waive trial by jury, to the extent it exists, and agree to the Court's summary disposition of the determination of the validity or amount of the claim made by this Claim Form;
11. that I (we) acknowledge that I (we) will be bound by and subject to the terms of any judgment that may be entered in the Action; and
12. that I am (we are) NOT subject to backup withholding under the provisions of Section 3406(a)(1)(C) of the Internal Revenue Code because (a) I am (we are) exempt from backup withholding or (b) I (we) have not been notified by the IRS that I am (we are) subject to backup withholding as a result of a failure to report all interest or dividends or (c) the IRS has notified me (us) that I am (we are) no longer subject to backup withholding.

If the IRS has notified you that you ARE subject to backup withholding, please strike out the language that you are not subject to backup withholding in the certification above.

UNDER THE PENALTIES OF PERJURY, I (WE) CERTIFY THAT ALL OF THE INFORMATION PROVIDED BY ME (US) ON THIS FORM IS TRUE, CORRECT, AND COMPLETE, AND THAT THE DOCUMENTS SUBMITTED HEREWITH ARE TRUE AND CORRECT COPIES OF WHAT THEY PURPORT TO BE.

Signature of claimant

Print your name here

Signature of joint claimant, if any

Print your name here

If the claimant is other than an individual, or is not the person completing this form, the following also must be provided:

Signature of person signing on behalf of claimant

Print your name here

Capacity of person signing on behalf of claimant, if other than an individual, e.g., executor, president, custodian, etc.

**ACCURATE CLAIMS PROCESSING TAKES A SIGNIFICANT AMOUNT OF TIME.
THANK YOU FOR YOUR PATIENCE.**

THIS PROOF OF CLAIM MUST BE SUBMITTED NO LATER THAN _____, 2010, AND MUST BE MAILED TO:

Global Cash Access Holdings, Inc. Securities Litigation
c/o Analytics Inc., Claims Administrator
P.O. Box 2004
Chanhasen, MN 55317-2004

A Claim Form received by the Claims Administrator shall be deemed to have been submitted when posted, if mailed by _____, 2010 and if a postmark is indicated on the envelope and it is mailed First Class, and addressed in accordance with the above instructions. In all other cases, a Claim Form shall be deemed to have been submitted when actually received by the Claims Administrator.

You should be aware that it will take a significant amount of time to process fully all of the Claim Forms and to administer the Settlement. This work will be completed as promptly as time permits, given the need to investigate and tabulate each Claim Form. Please notify the Claims Administrator of any change of address.

REMINDER CHECKLIST:

1. Please sign the above release and certification and Substitute Form W-9.
2. Remember to attach only **copies** of acceptable supporting documentation.
3. Please do not highlight any portion of the Claim Form or any supporting documents.
4. Do not send original stock certificates or documentation. These items cannot be returned to you by the Claims Administrator.
5. Keep copies of the completed Claim Form and documentation for your own records.
6. If you desire an acknowledgment of receipt of your Claim Form, please send it Certified Mail, Return Receipt requested, or its equivalent. **You will bear all risks of delay or non-delivery of your claim.**
7. If your address changes in the future, or if these documents were sent to an old or incorrect address, please send the Claims Administrator written notification of your new address. If you change your name, please inform the Claims Administrator.
8. If you have any questions or concerns regarding your claim, please contact the Claims Administrator at the above address or at 1-866-810-8520, or visit its website www.GCASecuritiesSettlement.com.

Exhibit 3
to
Order of Preliminary Approval

**UNITED STATES DISTRICT COURT
DISTRICT OF NEVADA**

IN RE GLOBAL CASH ACCESS HOLDINGS,
INC. SECURITIES LITIGATION

Case No.: 2:08-CV-01320-JCM-PAL

**SUMMARY NOTICE OF PENDENCY OF CLASS ACTION,
PROPOSED SETTLEMENT, AND HEARING ON PROPOSED
SETTLEMENT AND REQUEST FOR ATTORNEYS' FEES AND EXPENSES**

TO: ALL PERSONS OR ENTITIES WHO PURCHASED OR OTHERWISE ACQUIRED GLOBAL CASH ACCESS HOLDINGS, INC. COMMON STOCK FROM SEPTEMBER 22, 2005 THROUGH NOVEMBER 14, 2007, INCLUSIVE (THE "CLASS")

YOU ARE HEREBY NOTIFIED that the Lead Plaintiff in the above-captioned federal securities class action (the "Action") has reached a proposed settlement with the defendants, Global Cash Access Holdings, Inc., Kirk Sanford, Harry C. Hagerty, III, Walter G. Kortschak, Charles J. Fitzgerald, E. Miles Kilburn, William H. Harris, Karim Maskatiya, Robert Cucinotta, Summit Partners L.P., M&C International, Goldman, Sachs & Co., J.P. Morgan Securities Inc., JPMorgan Chase & Co., Banc of America Securities LLC, Citigroup Global Markets Inc., Cowen and Company, LLC, Deutsche Bank Securities Inc., Wachovia Capital Markets, LLC, and Deloitte & Touche LLP (collectively, the "Defendants"), whereby (1) Defendants will cause a total of \$5,875,000 to be paid for the benefit of the Class, and (2) the Class members will dismiss and release certain claims against the Defendants and certain persons and entities associated with the Defendants (the "Settlement").

A hearing will be held on _____, 2010, at _____, before the Honorable James C. Mahan in the in the United States District Court for the District of Nevada, Lloyd D. George United States Courthouse, 333 S. Las Vegas Blvd., Las Vegas, NV 89101, to determine (1) whether this Action should be certified as a class action for purposes of the

Settlement; (2) whether the Settlement should be approved as fair, reasonable and adequate; (3) whether the Action should be dismissed with prejudice against the Defendants and the claims against the Defendants and certain associated persons released; and (4) whether the application(s) submitted by Lead Plaintiff and/or its counsel for attorneys' fees and reimbursement of expenses should be granted.

IF YOU ARE A MEMBER OF THE CLASS DESCRIBED ABOVE, YOUR RIGHTS WILL BE AFFECTED AND YOU MAY BE ENTITLED TO SHARE IN THE SETTLEMENT PROCEEDS. To participate in the Settlement, you will be required to submit a Proof of Claim and Release Form no later than _____, 2010. If you are a Class member and do not submit a proper Claim Form, you will not share in the Settlement but you nevertheless will be bound by the Final Order and Judgment of the Court, unless you exclude yourself from the Class and the Settlement. To exclude yourself from the Class and the Settlement, you must submit a request for exclusion postmarked no later than _____, 2010. Any objections to the Settlement must be filed by _____, 2010.

If you have not yet received a Proof of Claim form and a full printed Notice Of Pendency Of Class Action, Proposed Settlement Of Class Action, And Hearing On Proposed Settlement And Request For Attorneys' Fees And Expenses, you may obtain copies of these documents by contacting the Claims Administrator:

Global Cash Access Holdings, Inc. Securities Litigation
c/o Analytics Inc., Claims Administrator
P.O. Box 2004
Chanhassen, MN 55317-2004
1-866-810-8520 (toll free)

Inquiries, other than requests for copies of the Notice and Claim Form or for inclusion on the mailing list for future notices, may be directed to Lead Counsel for the Class:

Mary S. Thomas, Esq.
GRANT & EISENHOFER P.A.
1201 N. Market St.
Wilmington, DE 19801

BY ORDER OF THE COURT.

Exhibit B

**UNITED STATES DISTRICT COURT
DISTRICT OF NEVADA**

IN RE GLOBAL CASH ACCESS HOLDINGS
INC. SECURITIES LITIGATION

Case No.: 2:08-CV-01320-JCM-PAL

[PROPOSED] FINAL ORDER AND JUDGMENT

WHEREAS, this federal securities class action (the “Action”) came on for a Fairness Hearing on a proposed settlement (the “Settlement”), and the issues having been duly heard and a decision having been duly reached,

IT IS HEREBY ORDERED:

1. Except as otherwise defined herein, all capitalized terms used herein shall have the same meanings as are ascribed to them in the Stipulation and Agreement of Settlement dated February 17, 2010 (the “Settlement Agreement”).

2. The Court has jurisdiction over the subject matter of the Action and over all parties to the Action, including all members of the Class.

3. Pursuant to Fed. R. Civ. P. 23(e)(1)(A) and (C), the Court hereby approves and confirms the Settlement embodied in the Settlement Agreement as being a fair, reasonable and adequate settlement and compromise of the claims asserted in the Action as against the Defendants.

4. The Court hereby approves the Settlement Agreement and orders that the Settlement Agreement shall be consummated and implemented in accordance with its terms and conditions.

5. The Court finds that the Class preliminarily certified in the Preliminary Approval Order meets all of the requirements of Fed. R. Civ. P. 23(a) and (b)(3) for the reasons set out in

the Preliminary Approval Order. The Court therefore finally certifies the Class for settlement purposes only consisting of all persons and entities who purchased or otherwise acquired Global Cash Access Holdings, Inc. (“GCAH”) common stock from September 22, 2005 through November 14, 2007, inclusive (the “Class Period”); provided, however, that the Class excludes (1) the Defendants; (2) members of the immediate family of each of the Defendants; (3) the subsidiaries and affiliates of GCAH; (4) any person or entity who is, or was during the Class Period, a partner, officer, executive, director or employee of GCAH, or a partner, officer, executive or director of any of the other Defendants; (5) any entity in which any of the Defendants has a majority interest; (6) the legal representatives, heirs, successors or assigns of any of the excluded persons or entities specified in this paragraph; and (7) the insurance carriers who provide directors’ and officers’ liability insurance to GCAH and/or any of the Defendants related to the claims in the Action. Also excluded from the Class are the persons and/or entities who submitted timely and valid requests for exclusion from the Class, as listed on Exhibit 1 annexed hereto. [**OR** No timely and valid requests for exclusion from the Class were received.]

6. The Court finds that Lead Plaintiff has satisfied the requirements of Federal Rule of Civil Procedure 23(a)(4), and Lead Plaintiff is hereby certified as Class representative for purposes of the Settlement only.

7. Notice of the pendency of this Action as a class action, of the proposed Settlement, of the request for certification of the Class, of Class Counsel’s request for an award of attorneys’ fees and expenses, and of Lead Plaintiff’s request for reimbursement of costs and expenses, was given to all persons or entities reasonably identifiable who purchased or acquired GCAH common stock during the Class Period, except those persons or entities excluded from the definition of the Class, as shown by the records of GCAH’s transfer agent and of the

Underwriter Defendants, at the respective addresses set forth in such records. A summary notice substantially in the form approved by the Court was published in *Investor's Business Daily* and transmitted over the National Circuit of *Business Wire* pursuant to the specifications of the Court. The Court finds that the form, content, and method of dissemination of the notice given to the Class were adequate and reasonable, and constituted the best notice practicable under the circumstances. The notice, as given, provided valid, due, and sufficient notice of these proceeds, of the proposed Settlement, of the terms and conditions set forth in the Settlement Agreement, and of the application for attorneys' fees and expenses, and the notice fully satisfied the requirements of Rule 23 of the Federal Rules of Civil Procedure, Section 21D(a)(7) of the Securities Exchange Act of 1934, 15 U.S.C. § 78u-4(a)(7) as amended by the Private Securities Litigation Reform Act of 1995, Constitutional due process, and any other applicable law.

8. Subject only to the provisions of paragraph 16 below, the Action is hereby dismissed with prejudice, with each party to bear its own costs, except as expressly provided in the Settlement Agreement.

9. Subject only to the provisions of paragraph 16 below, by operation of this judgment, Lead Plaintiff and all Class members are deemed to have absolutely and unconditionally released and forever discharged the Released Defendant Parties from all Released Claims, and are forever barred and enjoined from commencing, instituting or maintaining any Released Claims against any Released Defendant Parties in any action in this or any other forum.

10. Subject only to the provisions of paragraph 16 below, by operation of this judgment, the Defendants are deemed to have absolutely and unconditionally released and forever discharged the Released Plaintiff Parties from all Released Defendants' Claims, and are

forever barred and enjoined from commencing, instituting or maintaining any Released Defendants' Claims against any Released Plaintiff Parties in any action in this or any other forum.

11. The Court hereby approves the Plan of Allocation as fair and reasonable, and Class Counsel and the Claims Administrator are directed to administer the Settlement in accordance with its terms and provisions.

12. The Court has reviewed the petition for attorneys' fees, costs and expenses filed by Class Counsel and hereby awards Class Counsel _____% of the Settlement Amount (\$_____) in attorneys' fees, which sum the Court finds to be fair and reasonable, and \$_____ in reimbursement of costs and expenses, which amounts shall be paid to Class Counsel from the Settlement Fund with interest from the date such Settlement Fund was funded to the date of payment at the same net rate that the Settlement Fund earns.

13. The Court finds that all parties and their counsel have complied with each requirement of Rule 11 of the Federal Rules of Civil Procedure as to all proceedings herein.

14. The Court shall retain exclusive jurisdiction to resolve any disputes or challenges that may arise as to the performance or administration of the Settlement Agreement, or any challenges to the performance, validity, interpretation, administration, enforcement, or enforceability of the Class Notice, this Final Order and Judgment, the Plan of Allocation, or the Settlement Agreement.

15. In accordance with Section 4(f)(7)(A) of the PSLRA, 15 U.S.C. § 78u-4(f)(7)(A), and applicable case law, the Defendants are by virtue of the Settlement hereby released and discharged from all claims for contribution that have been or may hereafter be brought by any person or entity, whether arising under state, federal or common law, based upon, arising out of,

relating to, or in connection with the Released Claims. Accordingly, to the full extent provided by the PSLRA, the Court hereby bars all claims for contribution: (a) against the Defendants; and (b) by the Defendants against any person or entity other than any person or entity whose liability to the Class has been extinguished pursuant to the Settlement and this Final Order and Judgment; provided, however, that nothing herein shall be deemed to bar, waive, or release any rights or obligations relating to the IPO and Secondary Offering between or among the Underwriter Defendants and GCAH, whether by way of contribution, indemnity or otherwise.

16. In the event that the Settlement Agreement is terminated in accordance with its terms, or this Final Order and Judgment is reversed on appeal or otherwise does not become Final, (i) this Final Order and Judgment shall be rendered null and void and shall be vacated *nunc pro tunc*, and (ii) the Action shall proceed as provided in the Settlement Agreement.

17. Neither the Settlement Agreement, the Settlement contained therein, the negotiation nor any proceeding or document executed pursuant to or in furtherance thereof, (i) is or shall be construed as, an admission of, or evidence of, the truth of any allegation or of any liability or the validity (or lack thereof) of any claim or defense on the part of any party in any respect, or (ii) is or shall be admissible in any action or proceeding for any reason, other than an action or proceeding to enforce the terms of the Settlement or of this Final Order and Judgment.

SO ORDERED this _____ day of _____, 2010.

Honorable James C. Mahan
United States District Court Judge