

GLOBAL CASH ACCESS HOLDINGS, INC.

FORM 8-K (Current report filing)

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UNITED STATES SECURITIES AND EXCHANGE COMMISSION

Washington, D.C. 20549

FORM 8-K

CURRENT REPORT

Pursuant to Section 13 or 15(d) of the
Securities Exchange Act of 1934

Date of Report: March 16, 2006
(Date of Earliest Event Reported)

GLOBAL CASH ACCESS HOLDINGS, INC.
(Exact Name of Registrant as Specified in its Charter)

Delaware
(State or Other Jurisdiction
of Incorporation)

001-32622
(Commission
File Number)

20-0723270
(IRS Employer
Identification No.)

3525 East Post Road, Suite 120
Las Vegas, Nevada 89120
(Address of Principal Executive Offices) (Zip Code)

(800) 833-7110
(Registrant's Telephone Number, Including Area Code)

Check the appropriate box below if the Form 8-K filing is intended to simultaneously satisfy the filing obligation of the registrant under any of the following provisions (see General Instruction A.2. below):

- Written communications pursuant to Rule 425 under the Securities Act (17 CFR 230.425)
- Soliciting material pursuant to Rule 14a-12 under the Exchange Act (17 CFR 240.14a-12)
- Pre-commencement communications pursuant to Rule 14d-2(b) under the Exchange Act (17 CFR 240.14d-2(b))
- Pre-commencement communications pursuant to Rule 13e-4(c) under the Exchange Act (17 CFR 240.13e-4(c))

Item 1.01. Entry into a Material Definitive Agreement.

On March 16, 2006, Global Cash Access, Inc. ("GCA"), a wholly-owned subsidiary of Global Cash Access Holdings, Inc. (the "Company"), entered into amendments (collectively, the "Amendments") to the following employment agreements with certain executives officers of GCA and the Company:

- o the Employment Agreement, dated March 22, 2005, with Kirk E. Sanford, president and chief executive officer of GCA and the Company;
- o the Employment Agreement, dated July 12, 2004, with Harry C. Hagerty III, executive vice president and chief financial officer of GCA and the Company; and
- o the Employment Agreement, dated September 12, 2005, with Kathryn S. Lever, executive vice president and general counsel of GCA and the Company.

The Amendments clarify the scope of medical coverage for which Messrs. Sanford and Hagerty and Ms. Lever are eligible upon termination of employment without Cause or for Good Reason, and provide that any payment due or benefit to be provided under their respective employment agreements may be delayed until such time as the payment or benefit may be provided without incurring taxes or penalties under Section 409A of the Internal Revenue Code.

The foregoing description does not purport to be complete and is qualified by the full text of the Amendments, copies of which are attached as Exhibits 10.1, 10.2 and 10.3 and incorporated by reference herein.

Item 9.01.	Financial Statements and Exhibits.
(d)	Exhibits
Exhibit No.	Document
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10.1	Amendment No. 1 to Employment Agreement by and between Global Cash Access, Inc. and Kirk E. Sanford, dated March 16, 2006
10.2	Amendment No. 1 to Employment Agreement by and between Global Cash Access, Inc. and Harry C. Hagerty III, dated March 16, 2006
10.3	Amendment No. 1 to Employment Agreement by and between Global Cash Access, Inc. and Kathryn S. Lever, dated March 16, 2006

SIGNATURES

Pursuant to the requirements of the Securities Exchange Act of 1934, the registrant has duly caused this report to be signed on its behalf by the undersigned thereunto duly authorized.

GLOBAL CASH ACCESS HOLDINGS, INC.

Date: March 16, 2006

By: /s/ Harry C. Hagerty III

Harry C. Hagerty III
Chief Financial Officer

EXHIBIT INDEX

Exhibit No.	Document
10.1	Amendment No. 1 to Employment Agreement by and between Global Cash Access, Inc. and Kirk E. Sanford, dated March 16, 2006
10.2	Amendment No. 1 to Employment Agreement by and between Global Cash Access, Inc. and Harry C. Hagerty III, dated March 16, 2006
10.3	Amendment No. 1 to Employment Agreement by and between Global Cash Access, Inc. and Kathryn S. Lever, dated March 16, 2006

AMENDMENT NO. 1 TO EMPLOYMENT AGREEMENT

This Amendment No. 1 to Employment Agreement (the "Amendment") is entered into as of March 16, 2006 by and between Global Cash Access, Inc., a Delaware corporation (the "Company"), and Kirk Sanford ("Executive").

RECITALS

WHEREAS, the Company and Executive have entered into that certain Employment Agreement, dated as of March 22, 2005 (the "Agreement"); and

WHEREAS, the Company and Executive desire to amend the Agreement in accordance with the terms of this Amendment.

NOW, THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged, the Company and Executive hereby agree to amend the Agreement as follows:

A M E N D M E N T

1. Definitions; References; Interpretation. Except as otherwise provided herein, capitalized terms used in this Amendment shall have the definitions set forth in the Agreement. Each reference to "this Agreement," "hereof," "hereunder," "herein" and "hereby" and each other similar reference contained in the Agreement shall from and after the date hereof refer to the Agreement, as amended hereby.

2. Amendments.

(a) Section 4.3.5 of the Agreement is hereby restated in its entirety to read as follows:

"4.3.5 Group Medical Coverage. The Company shall, following the Executive's timely election, provide the Executive with continued coverage for the remainder of the Term under the Company's group health insurance plans in effect upon termination of Executive's employment without Cause or for Good Reason in accordance with the provisions of the Consolidated Omnibus Budget Reconciliation Act of 1985 ("COBRA"), at no cost to Executive. If the remaining Term exceeds the Executive's maximum period of COBRA entitlement (including any extensions permitted by applicable state law), the Company shall, for the remainder of the Term, make monthly payments to the Executive equal to the applicable COBRA premium as in effect for the last month during which such COBRA coverage was available.

(b) Section 4 of the Agreement is hereby amended by the addition of the following Section 4.9:

"4.9 Compliance with Section 409A of the Code. This Agreement is intended to comply with Section 409A of the Internal Revenue Code of 1986, as amended (the "Code") (or any regulations or rulings thereunder), and shall be construed and interpreted in accordance with such intent. Notwithstanding anything to the contrary in this Agreement, the Company, in the exercise of its sole discretion and without the consent of Executive, shall have the authority to delay the payment of any amounts or the provision of any benefits under this Agreement to the extent it deems necessary or appropriate to comply with Section 409A(a)(2)(B)(i) of the Code (relating to payments made to certain "key employees" of certain publicly-traded companies) as amplified by any Internal Revenue Service or U.S. Treasury Department guidance as the Company deems appropriate or advisable. In such event, any amounts or benefits under this Agreement to which Executive would otherwise be entitled during the six (6) month period following Executive's termination of employment will be paid on the first business day following the expiration of such six (6) month period. Any provision of this Agreement that would cause the payment of any benefit to fail to satisfy Section 409A of the Code shall have no force and effect until amended to comply with Code Section 409A (which amendment may be retroactive to the extent permitted by the Code or any regulations or rulings thereunder)."

3. Terms of Agreement. Except as expressly modified hereby, all terms, conditions and provisions of the Agreement shall continue in full force and effect.

4. Conflicting Terms. In the event of any inconsistency or conflict between the Agreement and this Amendment, the terms, conditions and provisions of this Amendment shall govern and control.

5. Entire Agreement. This Amendment and the Agreement constitute the entire and exclusive agreement between the parties with respect to the subject matter hereof. All previous discussions and agreements with respect to this subject matter are superseded by the Agreement and this Amendment. This Amendment may be executed in one or more counterparts, each of which shall be an original and all of which taken together shall constitute one and the same instrument.

(remainder of page intentionally left blank)

IN WITNESS WHEREOF, each of the undersigned has executed this Amendment No. 1 to Employment Agreement as of the date first set forth above, to be effective upon the Effective Date.

GLOBAL CASH ACCESS, INC.

KIRK E. SANFORD

By: */s/ Harry Hagerty*

/s/ Kirk Sanford

*Harry C. Hagerty III,
Executive Vice President and
Chief Financial Officer*

*Kirk E. Sanford,
President and
Chief Executive Officer*

AMENDMENT NO. 1 TO EMPLOYMENT AGREEMENT

This Amendment No. 1 to Employment Agreement (the "Amendment") is entered into as of March 16, 2006 by and between Global Cash Access, Inc., a Delaware corporation (the "Company"), and Harry C. Hagerty III ("Executive").

RECITALS

WHEREAS, the Company and Executive have entered into that certain Employment Agreement, dated as of July 12, 2004 (the "Agreement"); and

WHEREAS, the Company and Executive desire to amend the Agreement in accordance with the terms of this Amendment.

NOW, THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged, the Company and Executive hereby agree to amend the Agreement as follows:

A M E N D M E N T

1. Definitions; References; Interpretation. Except as otherwise provided herein, capitalized terms used in this Amendment shall have the definitions set forth in the Agreement. Each reference to "this Agreement," "hereof," "hereunder," "herein" and "hereby" and each other similar reference contained in the Agreement shall from and after the date hereof refer to the Agreement, as amended hereby.

2. Amendment.

(a) Section 4.3.5 of the Agreement is hereby restated in its entirety to read as follows:

"4.3.5 Group Medical Coverage. The Company shall, following the Executive's timely election, provide the Executive with continued coverage for the remainder of the Term under the Company's group health insurance plans in effect upon termination of Executive's employment without Cause or for Good Reason in accordance with the provisions of the Consolidated Omnibus Budget Reconciliation Act of 1985 ("COBRA"), at no cost to Executive. If the remaining Term exceeds the Executive's maximum period of COBRA entitlement (including any extensions permitted by applicable state law), the Company shall, for the remainder of the Term, make monthly payments to the Executive equal to the applicable COBRA premium as in effect for the last month during which such COBRA coverage was available.

(b) Section 4 of the Agreement is hereby amended by the addition of the following Section 4.9:

"4.9 Compliance with Section 409A of the Code. This Agreement is intended to comply with Section 409A of the Internal Revenue Code of 1986, as amended (the "Code") (or any regulations or rulings thereunder), and shall be construed and interpreted in accordance with such intent. Notwithstanding anything to the contrary in this Agreement, the Company, in the exercise of its sole discretion and without the consent of Executive, shall have the authority to delay the payment of any amounts or the provision of any benefits under this Agreement to the extent it deems necessary or appropriate to comply with Section 409A(a)(2)(B)(i) of the Code (relating to payments made to certain "key employees" of certain publicly-traded companies) as amplified by any Internal Revenue Service or U.S. Treasury Department guidance as the Company deems appropriate or advisable. In such event, any amounts or benefits under this Agreement to which Executive would otherwise be entitled during the six (6) month period following Executive's termination of employment will be paid on the first business day following the expiration of such six (6) month period. Any provision of this Agreement that would cause the payment of any benefit to fail to satisfy Section 409A of the Code shall have no force and effect until amended to comply with Code Section 409A (which amendment may be retroactive to the extent permitted by the Code or any regulations or rulings thereunder)."

3. Terms of Agreement. Except as expressly modified hereby, all terms, conditions and provisions of the Agreement shall continue in full force and effect.

4. Conflicting Terms. In the event of any inconsistency or conflict between the Agreement and this Amendment, the terms, conditions and provisions of this Amendment shall govern and control.

5. Entire Agreement. This Amendment and the Agreement constitute the entire and exclusive agreement between the parties with respect to the subject matter hereof. All previous discussions and agreements with respect to this subject matter are superseded by the Agreement and this Amendment. This Amendment may be executed in one or more counterparts, each of which shall be an original and all of which taken together shall constitute one and the same instrument.

(remainder of page intentionally left blank)

IN WITNESS WHEREOF, each of the undersigned has executed this Amendment No. 1 to Employment Agreement as of the date first set forth above, to be effective upon the Effective Date.

GLOBAL CASH ACCESS, INC.

HARRY C. HAGERTY

By: */s/ Kirk Sanford*

Kirk E. Sanford,
President and
Chief Executive Officer

/s/ Harry Hagerty

Harry C. Hagerty III,
Executive Vice President and
Chief Financial Officer

AMENDMENT NO. 1 TO EMPLOYMENT AGREEMENT

This Amendment No. 1 to Employment Agreement (the "Amendment") is entered into as of March 16, 2006 by and between Global Cash Access, Inc., a Delaware corporation (the "Company"), and Kathryn S. Lever ("Executive").

RECITALS

WHEREAS, the Company and Executive have entered into that certain Employment Agreement, dated as of September 12, 2005 (the "Agreement"); and

WHEREAS, the Company and Executive desire to amend the Agreement in accordance with the terms of this Amendment.

NOW, THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged, the Company and Executive hereby agree to amend the Agreement as follows:

A M E N D M E N T

1. Definitions; References; Interpretation. Except as otherwise provided herein, capitalized terms used in this Amendment shall have the definitions set forth in the Agreement. Each reference to "this Agreement," "hereof," "hereunder," "herein" and "hereby" and each other similar reference contained in the Agreement shall from and after the date hereof refer to the Agreement, as amended hereby.

2. Amendment.

(a) Section 4.3.4 of the Agreement is hereby restated in its entirety to read as follows:

"4.3.4 Group Medical Coverage. The Company shall, following the Executive's timely election, provide the Executive with continued coverage for the remainder of the Term under the Company's group health insurance plans in effect upon termination of Executive's employment without Cause or for Good Reason in accordance with the provisions of the Consolidated Omnibus Budget Reconciliation Act of 1985 ("COBRA"), at no cost to Executive. If the remaining Term exceeds the Executive's maximum period of COBRA entitlement (including any extensions permitted by applicable state law), the Company shall, for the remainder of the Term, make monthly payments to the Executive equal to the applicable COBRA premium as in effect for the last month during which such COBRA coverage was available.

(b) Section 4 of the Agreement is hereby amended by the addition of the following Section 4.7:

"4.7 Compliance with Section 409A of the Code. This Agreement is intended to comply with Section 409A of the Internal Revenue Code of 1986, as amended (the "Code") (or any regulations or rulings thereunder), and shall be construed and interpreted in accordance with such intent. Notwithstanding anything to the contrary in this Agreement, the Company, in the exercise of its sole discretion and without the consent of Executive, shall have the authority to delay the payment of any amounts or the provision of any benefits under this Agreement to the extent it deems necessary or appropriate to comply with Section 409A(a)(2)(B)(i) of the Code (relating to payments made to certain "key employees" of certain publicly-traded companies) as amplified by any Internal Revenue Service or U.S. Treasury Department guidance as the Company deems appropriate or advisable. In such event, any amounts or benefits under this Agreement to which Executive would otherwise be entitled during the six (6) month period following Executive's termination of employment will be paid on the first business day following the expiration of such six (6) month period. Any provision of this Agreement that would cause the payment of any benefit to fail to satisfy Section 409A of the Code shall have no force and effect until amended to comply with Code Section 409A (which amendment may be retroactive to the extent permitted by the Code or any regulations or rulings thereunder)."

3. Terms of Agreement. Except as expressly modified hereby, all terms, conditions and provisions of the Agreement shall continue in full force and effect.

4. Conflicting Terms. In the event of any inconsistency or conflict between the Agreement and this Amendment, the terms, conditions and provisions of this Amendment shall govern and control.

5. Entire Agreement. This Amendment and the Agreement constitute the entire and exclusive agreement between the parties with respect to the subject matter hereof. All previous discussions and agreements with respect to this subject matter are superseded by the Agreement and this Amendment. This Amendment may be executed in one or more counterparts, each of which shall be an original and all of which taken together shall constitute one and the same instrument.

(remainder of page intentionally left blank)

IN WITNESS WHEREOF, each of the undersigned has executed this Amendment No. 1 to Employment Agreement as of the date first set forth above, to be effective upon the Effective Date.

GLOBAL CASH ACCESS, INC. KATHRYN S. LEVER

By */s/ Harry Hagerty*

Harry C. Hagerty III,
Executive Vice President and
Chief Financial Officer

/s/ Kathryn S. Lever

Kathryn S. Lever,
Executive Vice President and
General Counsel