

IN THE COURT OF CHANCERY OF THE STATE OF DELAWARE

IN RE ACS SHAREHOLDERS LITIGATION)
) CONSOLIDATED
) C.A. No. 4940-VCP

NOTICE OF PROPOSED SETTLEMENT OF CLASS ACTION, SETTLEMENT HEARING, AND RIGHT TO APPEAR

TO: ANY AND ALL RECORD AND BENEFICIAL HOLDERS OF AFFILIATED COMPUTER SERVICES, INC. (“ACS”) CLASS A COMMON STOCK AT ANY TIME BETWEEN AND INCLUDING SEPTEMBER 27, 2009 AND FEBRUARY 5, 2010.

THIS NOTICE EXPLAINS IMPORTANT RIGHTS YOU MAY HAVE, INCLUDING YOUR POSSIBLE RIGHT TO RECEIVE CASH FROM THE SETTLEMENT FUND CREATED AS A RESULT OF THE ABOVE-CAPTIONED CONSOLIDATED SHAREHOLDER CLASS ACTION LAWSUIT (THE “DELAWARE ACTION”). YOUR LEGAL RIGHTS WILL BE AFFECTED WHETHER OR NOT YOU ACT. PLEASE READ THIS NOTICE CAREFULLY AND IN ITS ENTIRETY!

Court-appointed class plaintiffs New Orleans Employees’ Retirement System, The Federated Kaufmann Fund, The Federated Kaufmann Growth Fund, The Federated Kaufmann Fund II, and The Federated Max-Cap Index Fund (collectively, “Plaintiffs”), on behalf of themselves and the Settlement Class (as defined in Paragraph 44 below), have reached a proposed settlement of the Delaware Action for a total of \$69 million in cash (the “Settlement”). If approved by the Delaware Court of Chancery (the “Delaware Court”), the Settlement will resolve all claims in the Delaware Action and the Texas Action (defined in Paragraph 13 below).

If you are a nominee who held ACS Class A common stock for the benefit of another, please read the section below entitled “Notice to Persons or Entities Holding Record Ownership on Behalf of Others.”

Members of the Settlement Class are referred to in this Notice as Class Members.

YOUR LEGAL RIGHTS AND OPTIONS IN THE SETTLEMENT	
ACTIONS YOU MAY PURSUE	EFFECT OF TAKING THIS ACTION
FILE A PROOF OF CLAIM BY OCTOBER 23, 2010 TO DETERMINE WHETHER YOU ARE ENTITLED TO RECEIVE MONEY.	This is the only way to get a payment from the Settlement. If you wish to obtain a payment as a Class Member, you will need to file a Proof of Claim form (which is included with this Notice) postmarked no later than October 23, 2010.
OBJECT TO THE SETTLEMENT BY SUBMITTING WRITTEN OBJECTIONS SO THAT THEY ARE RECEIVED NO LATER THAN AUGUST 3, 2010.	Write to the Delaware Court and explain why you do not like the proposed Settlement, the proposed Plan of Allocation, and/or the application for attorneys’ fees and expenses. You cannot object to the Settlement unless you are a Class Member.
GO TO THE HEARING ON AUGUST 24, 2010 AT 11:00 A.M., AND FILE A NOTICE OF INTENTION TO APPEAR SO THAT IT IS RECEIVED NO LATER THAN AUGUST 3, 2010.	Ask to speak in the Delaware Court about the fairness of the Settlement, the proposed Plan of Allocation, and/or the application for attorneys’ fees and expenses.
DO NOTHING.	Get no payment.

WHAT THIS NOTICE CONTAINS

Why Did I Get This Notice?..... Page 2

What Is This Case About? What Has Happened So Far? What Are The Reasons For The Settlement? Page 2

What Are The Terms Of The Settlement?..... Page 6

How Do I Know If I Am Affected By The Settlement?..... Page 6

How Much Will My Payment Be? Page 6

What Rights Are Being Compromised By The Settlement? Page 8

What Payment Are The Attorneys For The Settlement Class Seeking? How Will The Lawyers Be Paid? Page 10

How Do I Participate In The Settlement? What Do I Need To Do?..... Page 10

When And Where Will The Delaware Court Decide Whether To Approve The Settlement?
 Do I Have To Come To The Hearing? May I Speak At The Hearing If I Don’t Like The Settlement?..... Page 10

Can I See The Delaware Court File? Whom Should I Contact If I Have Questions? Page 11

Notice To Persons Or Entities Holding Record Ownership On Behalf Of Others..... Page 12

WHY DID I GET THIS NOTICE?

1. This Notice is being sent to you pursuant to an Order of the Delaware Court because you or someone in your family may have held ACS Class A common stock during the period between and including September 27, 2009 and February 5, 2010 (the "Settlement Class Period"). The Delaware Court has directed us to send you this Notice because, as a potential Class Member, you have a right to know about your options before the Delaware Court rules on the proposed Settlement of this case. Additionally, you have the right to understand how a class action lawsuit may generally affect your legal rights. If the Delaware Court approves the Settlement, (a) the Delaware Action and the Texas Action will be dismissed with prejudice, (b) Plaintiffs, on behalf of themselves and the Class Members will be deemed to have released the Released Claims defined below, and (c) the settlement administrator ("Settlement Administrator") selected by Class Representatives (defined in Paragraph 5 below) and approved by the Delaware Court will make payments pursuant to the Settlement after any objections and appeals are resolved.
2. A class action is a type of lawsuit in which the claims of a number of individuals are resolved together, thus providing the class members with both consistency and efficiency. In a class action lawsuit, the court selects one or more people, known as class representatives, to sue on behalf of all people with similar claims, commonly known as the class or the class members. Once the Settlement Class is certified, the Delaware Court must resolve all issues on behalf of the Class Members. In the Delaware Action, the Delaware Court has directed that the Class Representatives and Class Counsel (defined in Paragraph 5 below) shall have primary responsibility for prosecuting all claims against Defendants (defined in Paragraph 3 below) on behalf of all Class Members that were or could have been asserted in connection with the transactions that gave rise to the Delaware Action.
3. The court in charge of this case is the Court of Chancery of the State of Delaware, and the case is known as *In re ACS Shareholders Litigation*, Consolidated C.A. No. 4940-VCP. The judge presiding over this case is Vice Chancellor Donald F. Parsons, Jr. The people who are suing are called Plaintiffs, and those who are being sued are called Defendants. In this case, the Plaintiffs, on behalf of themselves and the Settlement Class, are suing ACS, Darwin Deason ("Deason"), Lynn R. Blodgett ("Blodgett"), Kurt R. Krauss ("Krauss"), Paul E. Sullivan ("Sullivan"), Frank Varasano ("Varasano"), Robert A. Druskin ("Druskin"), Ted B. Miller, Jr. ("Miller"), Xerox Corporation ("Xerox"), and Boulder Acquisition Corp. ("Boulder" and, collectively, "Defendants").
4. This Notice explains the lawsuit, the Settlement, your legal rights, what benefits are available, who is eligible for them, and how to get them. The purpose of this Notice is to inform you of this case, that it is a class action, and how you might be affected. It also is being sent to inform you of the terms of the proposed Settlement and of a hearing regarding the Settlement to be held by the Delaware Court (the "Settlement Hearing").
5. The Settlement Hearing will be held in the Court of Chancery in the New Castle County Courthouse, 500 North King Street, Wilmington, DE 19801, on August 24, 2010, at 11:00 a.m. to (a) determine whether the Settlement Class should be certified permanently, for Settlement purposes, pursuant to Delaware Court of Chancery Rules 23(a) and 23(b)(1); (b) determine whether Plaintiffs New Orleans Employees' Retirement System, The Federated Kaufmann Fund, The Federated Kaufmann Growth Fund, and The Federated Kaufmann Fund II may be designated as class representatives for the Settlement Class ("Class Representatives") with the law firms of Grant & Eisenhofer P.A., Bernstein Litowitz Berger & Grossmann LLP, and Lowey Dannenberg Cohen & Hart, P.C., as class counsel for the Settlement Class ("Class Counsel") and whether such Class Representatives and Class Counsel have adequately represented the interests of the Settlement Class in the Delaware Action; (c) determine whether the terms and conditions of the Stipulation and Agreement of Compromise and Settlement dated as of May 19, 2010 entered into by (1) Plaintiffs; (2) the City of St. Clair Shores Police and Fire Retirement System ("St. Clair" or "Texas Plaintiff"), which is the lead plaintiff in the Texas Action; and (3) Defendants (the "Settlement Agreement" or the "Stipulation") are fair, reasonable, and adequate and in the best interests of the members of the Settlement Class and should be approved by the Delaware Court; (d) determine whether the Judgment (defined in Paragraph 46 below) should be entered dismissing the Delaware Action and the Released Claims (defined in Paragraph 49 below) as to the Released Parties (defined in Paragraph 48 below) with prejudice as against the Class Representatives, Texas Plaintiff, and the Class Members, releasing the Released Claims, and barring and enjoining prosecution of any and all Released Claims; (e) hear and rule on any objections to the Settlement; (f) consider final approval of the proposed Plan of Allocation set forth in Paragraph 45 below; (g) consider the application of Class Counsel (on behalf of all plaintiffs' counsel, including plaintiffs' counsel in the Texas Action) for an award of attorneys' fees and expenses and any objections thereto; and (h) rule on other such matters as the Delaware Court may deem appropriate.
6. This Notice does not express any opinion by the Delaware Court concerning the merits of any claim in the Delaware Action or the Texas Action, and the Delaware Court still has to decide whether to approve the Settlement. If the Delaware Court approves the Settlement, payments to Authorized Claimants (defined in Paragraph 45 I. D.) will be made after any appeals are resolved and after the completion of all claims processing. Please be patient.

WHAT IS THIS CASE ABOUT? WHAT HAS HAPPENED SO FAR? WHAT ARE THE REASONS FOR THE SETTLEMENT?

THE DESCRIPTION OF THE ACTION AND SETTLEMENT WHICH FOLLOWS HAS BEEN PREPARED BY COUNSEL FOR THE PARTIES. THE COURT HAS MADE NO FINDINGS WITH RESPECT TO SUCH MATTERS, AND THIS NOTICE IS NOT AN EXPRESSION OR STATEMENT BY THE COURT OF FINDINGS OF FACT.

7. On July 17, 2009, Xerox proposed a transaction to ACS in which Xerox, among other things, (i) would acquire ACS for \$62 per share to be paid 50% in cash and 50% in shares of Xerox stock and (ii) would pay \$300 million in additional consideration to Deason (the "Xerox Proposal").

8. On July 20, 2009, the board of directors of ACS (the “ACS Board”) formed a strategic transaction committee comprised of Krauss, Miller, Sullivan, Varasano, and Druskin¹ (the “Strategic Transaction Committee”) to consider, respond to, and negotiate the terms of the Xerox Proposal, as appropriate.
9. Early in the process of reviewing the Xerox Proposal, Deason informed the ACS Board and the Strategic Transaction Committee that he would not vote his shares for any transaction unless all shareholders received at least \$62 per share, plus at least \$300 million in additional consideration for his shares.
10. On August 7, 2009, the Strategic Transaction Committee engaged legal and financial advisors and commenced its evaluation and negotiation of the terms of the Xerox Proposal.
11. On September 27, 2009, the Strategic Transaction Committee resolved to recommend that the ACS Board approve a transaction with Xerox (the “Merger”) pursuant to an agreement and plan of merger (as amended, the “Merger Agreement”) contemplating that, among other things, (i) ACS would merge with and into Boulder, a wholly owned subsidiary of Xerox, (ii) each share of ACS common stock would be converted into the right to receive 4.935 shares of Xerox common stock and \$18.60 in cash, (iii) Deason would receive as additional consideration for his shares Xerox convertible preferred stock with an aggregate liquidation preference of \$300 million, and (iv) Deason would enter into an agreement (as modified, the “Voting Agreement”) pursuant to which he would vote his ACS stock in favor of the Merger, subject to certain exceptions. That day, the ACS Board (other than Deason, who was recused) unanimously approved the Merger, the Merger Agreement, and the Voting Agreement.
12. On September 28, 2009, ACS and Xerox issued a joint press release announcing the Merger Agreement and the Merger.
13. On September 29, 2009, St. Clair commenced a class action in the Dallas County, Texas Court at Law, No. 3 (the “Texas Court”), styled *City of St. Clair Shores Police and Fire Retirement System v. Affiliated Computer Services, Inc.*, Case No. CC-09-07377-C (as originally filed and then as consolidated below, the “Texas Action,” together with the “Delaware Action,” the “Actions”), generally alleging (i) that the members of the ACS Board breached their fiduciary duties to ACS and its shareholders by approving the Merger, (ii) that ACS breached its fiduciary duties and/or aided and abetted the other defendants’ alleged breaches of fiduciary duties, and (iii) that Xerox aided and abetted the other defendants’ alleged breaches of fiduciary duties.
14. Thereafter, the following shareholder class action petitions were filed in Dallas County Court at Law and/or Dallas County District Court: *Levy v. Affiliated Computer Services, Inc.*, No. CC-09-07393-C (Dallas Cty. Ct. at Law No. 3 Sept. 30, 2009); *Steward Large Cap Enhanced Index Fund v. Affiliated Computer Services, Inc.*, No. CC-09-07402-C (Dallas Cty. Ct. at Law No. 3 Sept. 30, 2009); *Delgado v. Deason*, No. DC-09-13476 (193rd-L Judicial Dist., Dallas Cty. Dist. Ct. Oct. 2, 2009); *Rahe v. Affiliated Computer Services, Inc.*, No. DC-09-13786 (14th-A Judicial Dist., Dallas Cty. Dist. Ct. Oct. 8, 2009); *York County Employees’ Retirement Board v. Affiliated Computer Services, Inc.*, No. 09-13775 (134th-G Judicial Dist., Dallas Cty. Dist. Ct. Oct. 8, 2009); and *International Union of Operating Engineers Local 825 Pension Fund v. Affiliated Computer Services, Inc.*, No. 09-13836 (101st-E Judicial Dist., Dallas Cty. Dist. Ct. Oct. 9, 2009).
15. On September 30, 2009, Plaintiff Sheet Metal Workers Local 28 commenced a class action in the Delaware Court against ACS, Xerox, Boulder, and the members of the ACS Board, on behalf of itself and all of ACS’s stockholders other than Defendants, styled *Sheet Metal Workers Local 28, et al. v. Affiliated Computer Services, Inc., et al.*, C.A. No. 4933-VCP, alleging that the named defendants had breached their fiduciary duties and/or aided and abetted breaches of fiduciary duties in connection with the Merger and seeking, among other things, an injunction enjoining the Merger and rescinding any transactions contemplated by the Merger that might be consummated (the “Sheet Metal Workers Local 28 Action”).
16. On October 1, 2009, Plaintiff New Orleans Employees’ Retirement System (“NOERS”) commenced a class action in the Delaware Court against Xerox, Boulder, and the members of the ACS Board, on behalf of itself and all of ACS’s stockholders other than Defendants, styled *New Orleans Employees’ Retirement System, et al. v. Deason, et al.*, C.A. No. 4940-VCP, alleging that the named defendants had breached their fiduciary duties and/or aided and abetted breaches of fiduciary duties in connection with the Merger and seeking, among other things, an injunction enjoining the Merger (the “NOERS Action”). The following day, NOERS moved for expedited proceedings.
17. On October 5, 2009, the Sheet Metal Workers Local 28 Action and the NOERS Action were consolidated by the Delaware Court into the Delaware Action, which was styled *In re ACS Shareholders Litigation*, Consolidated C.A. No. 4940-VCP. On October 7, 2009, the Delaware Court entered a revised consolidation order designating NOERS and The Federated Kaufmann Fund, The Federated Kaufmann Growth Fund, The Federated Kaufmann Fund II, and The Federated Max-Cap Index Fund as “Lead Plaintiffs.”
18. From October through December 2009, the parties in the Delaware Action secured the entry by the Delaware Court of an initial case management order and a confidentiality order, served and responded to discovery requests, issued deposition notices and conducted depositions, served subpoenas on and took discovery from non-parties to the Delaware Action, secured an expert discovery confidentiality order, identified initial experts, produced initial expert reports, and took discovery from experts.

¹ Druskin subsequently determined that because he was formerly employed by Citi, which was ACS’s financial advisor in connection with the Merger (defined in Paragraph 11), and because his son Ben Druskin was working on the engagement for Citi, it was prudent for him to resign from the Strategic Transaction Committee.

19. On October 13, 2009, St. Clair filed an application for a temporary restraining order and an order compelling expedited discovery in the Texas Action and filed a motion to transfer and consolidate all of the actions pending in Texas into the Texas Action. On October 14 and October 15, 2009, St. Clair's application for a temporary restraining order was heard by Judge Sally Montgomery in the Dallas County Court at Law, No. 3. Over the next few days the parties engaged in discussions regarding a proposed restraining order, which resulted in the Court entering an undertaking by the parties on October 20, 2009 (the "October 20 Undertaking"), pursuant to which, among other things, ACS could communicate with and provide confidential information to a potential acquirer if (a) the potential acquirer executed a customary confidentiality agreement, (b) the potential acquirer submitted a takeover proposal that the Strategic Transaction Committee determined in good faith to be reasonably likely to lead to a proposal that would provide greater consideration to the ACS stockholders than provided in the Merger Agreement, and (c) the Strategic Transaction Committee determined in good faith that the potential acquirer had the financial resources to acquire ACS in a transaction more favorable to ACS's stockholders than the Merger.
20. On October 19, 2009, Lead Plaintiffs moved in the Delaware Action for the certification of a plaintiff class "consisting of all record and beneficial holders of ACS Class A common stock as of September 27, 2009, or their successors in interest" except "Defendants and any person, firm, trust, corporation or other entity related to or affiliated with any of the Defendants" ("Litigation Class"). On October 22, 2009, the Delaware Court granted Lead Plaintiffs' motion for class certification, certifying NOERS and The Federated Kaufmann Fund, The Federated Kaufmann Growth Fund, and The Federated Kaufmann Fund II as Class Representatives and the law firms of Grant & Eisenhofer P.A., Bernstein Litowitz Berger & Grossmann LLP, and Lowey Dannenberg Cohen & Hart, P.C., as Class Counsel.
21. On October 23, 2009, ACS and Xerox filed a preliminary joint proxy/prospectus on Form S-4 (the "Preliminary Proxy") with the Securities and Exchange Commission (the "SEC") in connection with the Merger and related special meetings of the ACS and Xerox stockholders.
22. On October 23, 2009, the Texas Court granted St. Clair's motion to consolidate the cases listed in Paragraph 14 above into the Texas Action and directed the parties to submit an order for expedited discovery and expedited proceedings. On October 27, 2009, the Texas Court ordered expedited discovery and expedited proceedings in the Texas Action. On October 29, 2009, the Texas Court entered an order consolidating the cases listed in Paragraph 14 above into the Texas Action and appointed Coughlin Stoa Geller Rudman & Robbins LLP, the predecessor firm of Robbins Geller Rudman & Dowd LLP, as interim lead class counsel for the Texas Action. On November 5, 2009, the Texas Court ordered the parties in the Texas Action to coordinate discovery with the parties in the Delaware Action. Discovery in the Texas Action proceeded in coordination with discovery in the Delaware Action.
23. On November 11, 2009, Class Representatives filed a supplement to their complaint (the "Complaint Supplement") in the Delaware Action, which alleged that Defendants had misrepresented or omitted material facts regarding the Merger in the Preliminary Proxy.
24. On November 20, 2009, plaintiffs and defendants in the Texas Action and the Delaware Action entered into a stipulation (the "November 20 Stipulation") agreeing, among other things, (i) that plaintiffs in the Texas Action would withdraw with prejudice a motion seeking to temporarily and/or permanently enjoin the consummation of the Merger, (ii) that the Texas Action would be stayed, and (iii) that any further prosecution of the Texas Action, or any claims that could have been brought in the Texas Action, would proceed in the Delaware Action, and counsel for plaintiffs in the Texas Action could appear in the Delaware Action for that purpose. Additionally, in the November 20 Stipulation, Xerox undertook, among other things, that (a) if the ACS Board determined that ACS had received a superior proposal, Xerox would not enforce any provision of the Voting Agreement that obliged Deason to vote in favor of the Merger and against any superior proposal and would release Deason from the proxy granted under Section 2.3 of the Voting Agreement; and (b) if the ACS Board determined that ACS had received a superior proposal and made a Company Adverse Recommendation Change (as defined in the Merger Agreement), Xerox would not enforce any provision of the Merger Agreement that would require ACS to hold the Company Stockholders' Meeting (as defined in the Merger Agreement) and, at ACS's request, would terminate the Merger Agreement. On November 23, 2009, the November 20 Stipulation was filed with the Delaware Court.
25. On December 11, 2009, Class Representatives filed an amended complaint in the Delaware Action (the "Amended Complaint"). In addition to allegations in the complaint filed in the NOERS Action and the Complaint Supplement, the Amended Complaint alleged, among other things, that provisions of the Merger Agreement relating to the separate consideration to be paid to Deason violated ACS's certificate of incorporation and were, therefore, void. In addition, in the Delaware Action the Class Representatives sought on various grounds to recover for the benefit of the Litigation Class consideration paid to Deason for his shares.
26. On December 13, 2009, Class Representatives and certain Defendants in the Delaware Action entered into a stipulation (the "December 13 Stipulation") in which the parties agreed, among other things, that (i) the Merger Agreement would be amended to condition consummation of the Merger on the affirmative vote of holders of a majority of the outstanding shares of ACS common stock other than those shares held by Deason; (ii) the parties would, on a good faith basis, attempt to resolve any issues relating to disclosure in the Preliminary Proxy by December 13, 2009; (iii) Class Representatives would not seek to enjoin any stockholder vote on the closing of the Merger nor take any action for the purpose of preventing or delaying the closing of the Merger; and (iv) ACS and Defendants who were parties to the December 13 Stipulation would not oppose any application by Class Representatives to set a date for trial in the Delaware Action between March 15, 2010 and May 15, 2010. The December 13 Stipulation permitted Class Representatives to seek relief other than enjoining the stockholder votes related to the Merger or preventing or delaying the closing of the Merger at a hearing scheduled for January 13 and 14, 2010.

27. Class Representatives submitted the December 13 Stipulation to the Delaware Court on December 14, notifying the Delaware Court that Class Representatives had not reached agreement with Defendants with respect to the disclosures to be included in the Preliminary Proxy and indicating their intent to seek a constructive trust or similar equitable relief *pendente lite* with respect to the consideration paid to Deason in connection with the proposed transaction. The Delaware Court approved the December 13 Stipulation on December 16, 2009.
28. On December 21, 2009, Class Representatives and all Defendants in the Delaware Action entered into a stipulation (the “December 21 Stipulation”) in which the parties agreed, among other things, that (i) unless the Delaware Action should be dismissed or settled prior to the date the Delaware Court of Chancery should render a post-trial decision (the “Decision Date”), from the date of the consummation of the merger through the Decision Date, Deason (through his counsel) would provide Class Counsel twenty business days’ written notice prior to selling, transferring, or otherwise agreeing to cease having direct control over the Xerox convertible preferred stock he would receive in the Merger (a “Disposition Notice”); (ii) Class Representatives would withdraw any pending motion and refrain from filing any motion for interim or other pre-trial equitable relief pertaining to the Merger or the consideration paid in the Merger; (iii) if Deason provided Class Counsel with a Disposition Notice, Class Representatives would reserve the right to seek to obtain a preliminary injunction or other interim equitable relief pertaining to the proposed disposition identified in the Disposition Notice; and (iv) the parties would jointly inform the Delaware Court that there was no need for any hearing on January 13 or 14, 2010 and request that the Delaware Court schedule a trial to be held in May 2010.
29. The Delaware Court approved the December 21 Stipulation on December 22, 2009.
30. On December 28, 2009, ACS and Xerox filed a final joint proxy/prospectus on Form S-4 (the “Final Proxy”) with the SEC in connection with the Merger and related special meetings of the ACS and Xerox stockholders scheduled for February 5, 2010. Pursuant to the October 22, 2009 Court order certifying the Litigation Class, ACS caused a Notice of Pendency of Class Action to be disseminated with the Final Proxy.
31. On January 29, 2010, Defendants moved to dismiss the Amended Complaint.
32. On February 5, 2010, the ACS and Xerox stockholders held special meetings at which each company’s stockholders approved the Merger. The Merger was consummated on February 5, 2010.
33. On February 8, 2010, Class Representatives moved for partial summary judgment in the Delaware Action on their claim that provisions of the Merger Agreement relating to the separate preferred stock consideration paid to Deason violated ACS’s certificate of incorporation and were, therefore, void. After a hearing on April 5, 2010, the Delaware Court reserved decision on Class Representatives’ motion for partial summary judgment.
34. On April 28, 2010, Defendants answered the Amended Complaint in the Delaware Action, and Class Representatives moved to file an Amended and Supplemented Verified Complaint (the “Proposed Second Amended Complaint”) in the Delaware Action. The Proposed Second Amended Complaint in the Delaware Action added ACS as a defendant and added a claim that Deason and ACS had violated the ACS certificate of incorporation by agreeing to sell and selling Deason’s ACS Class B common stock to Xerox rather than converting it into Class A common stock, and, by virtue of this violation, Deason and ACS were in breach of contract with the ACS public stockholders. The Proposed Second Amended Complaint also removed allegations in the Amended Complaint that the ACS Board members breached their fiduciary duty of disclosure in connection with the Preliminary Proxy.
35. The Parties have completed discovery pursuant to the Delaware Court’s February 26, 2010 Revised Scheduling Order (as well as its predecessor scheduling orders), which has included, among other things (i) extensive written discovery; (ii) discovery of documents of all Defendants and multiple third parties, including the production of over 600,000 pages of documents; (iii) approximately 20 depositions (including expert depositions); and (iv) the exchange of five expert reports and four rebuttal expert reports.
36. With the assistance of a neutral mediator, the Parties engaged in extensive arm’s-length negotiations with a view to settling the issues in dispute. Formal mediation sessions were held on March 19, 2010 and April 27, 2010.
37. On May 6, 2010, the Parties reached an agreement-in-principle to settle the Actions. The Parties entered into the Settlement Agreement on May 19, 2010, and on May 26, 2010, the Delaware Court entered a Scheduling Order certifying the Settlement Class for purposes of the Settlement only, directing this Notice to be sent to potential Class Members, and scheduling the Settlement Hearing to consider whether to grant final approval to the Settlement.
38. The entry by the Class Representatives and the Texas Plaintiff into the Settlement Agreement is not an admission as to the lack of any merit of any claims asserted in the Delaware Action or the Texas Action. Class Representatives’ and Texas Plaintiff’s counsel have conducted an investigation and pursued discovery relating to the claims and the underlying events and transactions alleged in the Delaware Action and the Texas Action. Class Representatives’ and the Texas Plaintiff’s counsel have analyzed the evidence adduced during their investigation and through discovery and have researched the applicable law with respect to the Class Representatives, Texas Plaintiff, and the Settlement Class. In negotiating and evaluating the terms of the Settlement Agreement, Class Representatives’ and Texas Plaintiff’s counsel considered the significant legal and factual defenses to Class Representatives’ and Texas Plaintiff’s claims and have considered the expense, length, and risk of pursuing their claims against Defendants through trial and appeals. While Class Representatives and Texas Plaintiffs were arguing that Deason had no right to receive additional consideration in the Merger; that if he was entitled to receive anything additional, the amount he received was unreasonable; and that the overall consideration for the Class A shareholders was inadequate, the Defendants vigorously argued that the consideration

Deason received was appropriate under Delaware law; that the Strategic Transaction Committee was properly constituted, was independent from Deason, and negotiated with Xerox at arm's length; and that for various reasons the Settlement Class did not have the right to pursue the various claims asserted. Based upon their evaluation, Class Representatives' and Texas Plaintiff's counsel have determined that the Settlement Agreement is fair, reasonable, and adequate and in the best interests of all Class Members (defined below) and that it confers substantial benefits upon the Class Members.

39. Defendants deny any and all allegations of wrongdoing, fault, liability, or damage to any of the respective plaintiffs in the Actions or other Class Members; deny that they engaged in, committed, or aided or abetted the commission of any wrongdoing or violation of law; deny that any of the respective plaintiffs in the Actions or other Class Members suffered any damage whatsoever; deny that they acted improperly in any way; believe that they acted properly at all times; maintain that they diligently and scrupulously complied with their fiduciary duties; and maintain that they have committed no disclosure violations or any other breach of duty whatsoever in connection with the Merger. Defendants desire to enter into the Settlement Agreement solely to eliminate the uncertainties, burden, and expense of further litigation. Nothing in the Settlement Agreement shall be construed as any admission by Defendants of wrongdoing, fault, liability, or damages whatsoever.
40. THE SETTLEMENT OF THE DELAWARE ACTION, IF APPROVED BY THE DELAWARE COURT, ON THE TERMS AND CONDITIONS SET FORTH IN THE STIPULATION, WILL INCLUDE, BUT WILL NOT BE LIMITED TO, A RELEASE ON BEHALF OF THE SETTLEMENT CLASS OF THE RELEASED PARTIES (DEFINED IN PARAGRAPH 48 BELOW) OF ALL CLAIMS ASSERTED IN THE DELAWARE ACTION AND ALL CLAIMS ASSERTED IN THE TEXAS ACTION.
41. THE DELAWARE COURT HAS NOT FINALLY DETERMINED THE MERITS OF THE CLAIMS MADE BY PLAINTIFFS AGAINST, OR THE DEFENSES OF, DEFENDANTS. THIS NOTICE DOES NOT IMPLY THAT THERE HAS BEEN OR WOULD BE ANY FINDING OF VIOLATION OF THE LAW OR THAT RELIEF IN ANY FORM OR RECOVERY IN ANY AMOUNT COULD BE HAD IF THE ACTION WAS NOT SETTLED.

WHAT ARE THE TERMS OF THE SETTLEMENT?

42. In consideration for the full and final settlement and dismissal with prejudice of, and the release of, any and all Released Claims (as defined in Paragraph 49 below), ACS and Deason are obligated to pay \$69,000,000 for the benefit of the Settlement Class as provided in the Stipulation. By separate agreement, ACS and Deason have agreed to the sharing of the Settlement Amount between them, subject to advancement and/or reimbursement by their respective insurance carriers. No Defendant nor any Released Party (as defined in Paragraph 48 below) has any obligation to pay or bear any additional amounts, expenses, costs, damages, or fees to or for the benefit of Plaintiffs or any Class Members in connection with the Settlement, including but not limited to attorneys' fees and expenses for any counsel to any Class Member, or any costs of notice or settlement administration or otherwise, except as provided in the Settlement Agreement.
43. Texas Plaintiff is obligated to file an agreed motion to stay all proceedings in the Texas Action (the "Motion to Stay") within five (5) business days after the execution of the Settlement Agreement. The Motion to Stay shall provide that the stay shall lift upon the Effective Date (as defined in Paragraph 47 below) for the sole purpose of permitting the filing of a notice of nonsuit with prejudice, which will provide for the dismissal with prejudice of the claims of the plaintiffs in the Texas Action based on the Settlement (the "Nonsuit"). The Texas Plaintiff is obligated to file the Nonsuit within five (5) business days of the Effective Date, and Texas Plaintiff and Texas Counsel are obligated to use their best efforts to obtain dismissal with prejudice of the Texas Action pursuant to the Nonsuit (including in any appeal or other proceeding in connection with dismissal of the Texas Action).

HOW DO I KNOW IF I AM AFFECTED BY THE SETTLEMENT?

44. If you are a member of the Settlement Class, you are subject to the Settlement. The Settlement Class certified by the Delaware Court, for Settlement purposes only, consists of any and all record and beneficial holders of ACS Class A common stock at any time between and including September 27, 2009 and February 5, 2010, their respective successors in interest, predecessors, representatives, trustees, executors, administrators, heirs, assigns or transferees, immediate and remote, and any person or entity acting for or on behalf of, or claiming under, any of them, and each of them, together with their predecessors, successors, and assigns, but excluding Defendants; members of the immediate families of each of the Individual Defendants; the respective directors, officers, parents, subsidiaries and affiliates of Xerox, Boulder and ACS; any person, firm, trust, corporation or other entity in which any Defendant during the Settlement Class Period had a controlling interest; and the legal representatives, heirs, successors in interest or assigns of any such excluded party.

RECEIPT OF THIS NOTICE DOES NOT NECESSARILY MEAN THAT YOU ARE A CLASS MEMBER OR THAT YOU ARE ENTITLED TO RECEIVE PROCEEDS FROM THE SETTLEMENT. IF YOU WISH TO BE ELIGIBLE TO PARTICIPATE IN THE SETTLEMENT, YOU MUST SUBMIT THE ENCLOSED PROOF OF CLAIM FORM POSTMARKED NO LATER THAN OCTOBER 23, 2010.

HOW MUCH WILL MY PAYMENT BE?

45. If the Settlement and proposed Plan of Allocation are approved by the Delaware Court, payments to Class Members will be determined as follows:

THE PROPOSED PLAN OF ALLOCATION

I. Definitions

A. Settlement Amount

“Settlement Amount” means the \$69,000,000 in cash paid into an interest-bearing escrow account for the benefit of the Settlement Class pursuant to the Settlement, as explained in Paragraphs 42 and 43 above.

B. Settlement Fund

“Settlement Fund” means the fund consisting of the Settlement Amount deposited in the escrow account plus any interest or other income earned thereon.

C. Net Settlement Fund

“Net Settlement Fund” means the Settlement Fund less all taxes, attorneys’ fees, expert fees, notice and administration costs, and any other expenses approved by the Delaware Court.

D. Authorized Claimants

“Authorized Claimants” means those members of the Settlement Class that file a valid Proof of Claim in the proper format in timely fashion that is approved by the Court pursuant to a Court-ordered plan of allocation for payment from the Net Settlement Fund. Any person, firm, trust, corporation, partnership, limited liability company, or other entity holding ACS stock on behalf of or for the benefit of any Defendant or any other person or entity excluded from the Settlement Class shall not be an Authorized Claimant with respect to the ACS shares so held.

E. Held Shares

“Held Shares” means ACS Class A stock held by a member of the Settlement Class on September 27, 2009 and exchanged for the Merger consideration after February 5, 2010.

F. Purchased Shares

“Purchased Shares” means ACS Class A stock purchased by a member of the Settlement Class after September 27, 2009 and exchanged for the Merger consideration after February 5, 2010.

G. Sold Shares

“Sold Shares” means ACS Class A stock held by members of the Settlement Class on September 27, 2009 and sold on or before February 5, 2010.

H. In and Out Shares

“In and Out Shares” means ACS Class A stock purchased by a member of the Settlement Class after September 27, 2009 and sold on or before February 5, 2010.

If a Class Member has more than one purchase or sale of ACS Class A stock during the Settlement Class Period, all purchases and sales shall be matched on a First-In-First-Out (“FIFO”) basis. Settlement Class Period sales will be matched first against any Class A common stock held on September 27, 2009, and then against purchases made after September 27, 2009 in chronological order, beginning with the earliest purchase made during the Settlement Class Period.

II. Allocation Formula

The “Payment Amount” for each Authorized Claimant will be determined by dividing the Authorized Claimant’s total number of Eligible Shares (defined below) by the total of all Eligible Shares of all Authorized Claimants, multiplied by the total amount of the Net Settlement Fund available for distribution. If a Payment Amount calculates to less than \$10.00, it will not be included in the calculation and it will not be distributed.

The shares of each Authorized Claimant shall be weighted as follows:

Held Shares:	100% credit
Purchased Shares:	60% credit
Sold Shares:	30% credit
In and Out Shares:	0% credit

In accordance with this formula, the total number of “Eligible Shares” for each Authorized Claimant will be determined by adding together:

1. The total of the Authorized Claimant’s Held Shares, PLUS
2. The total of the Authorized Claimant’s Purchased Shares MULTIPLIED BY 60%, PLUS
3. The total of the Authorized Claimant’s Sold Shares MULTIPLIED BY 30%.

IN AND OUT SHARES SHALL NOT BE ALLOCATED ANY PAYMENT FROM THE SETTLEMENT FUND.

III. Rationale

Class Counsel believes that only holders of ACS Class A stock as of September 27, 2009 had standing under Delaware law to bring the Delaware Action and to assert claims against Defendants for breach of fiduciary duties. Class Counsel further believes that holders as of September 27, 2009 who also received the merger consideration at its closing on February 5, 2010 had full and non-challenged standing and should receive a full share of the Net Settlement Fund. Purchasers of Purchased Shares are included in the Settlement Class at a discounted level, even though Class Counsel believes that they would not have standing to initiate litigation relating to the adoption of the Merger Agreement, because they could argue that they acquired the claims of prior holders with their share purchases after September 27, 2009. Class Counsel believes that sellers of Sold Shares had standing to litigate claims arising from the adoption of the Merger Agreement, but should receive a discounted allocation of the Net Settlement Fund because their claims were arguably transferred to the purchasers of such shares.

The number of ACS Class A shares entitled to participate in the Settlement and receive distributions from the Net Settlement Fund is finite. No duplication will be allowed. Because, in the opinion of Class Counsel, the legal rights attendant to Held Shares are stronger than the legal rights attendant to Purchased Shares and Sold Shares, the shares of Authorized Claimants shall be weighted in accordance with this Plan of Allocation. In the opinion of Class Counsel, In and Out Shares give rise to no legal rights and therefore give rise to no distribution under the Plan of Allocation.

IV. Additional Provisions

- A. All members of the Settlement Class who fail to submit valid and timely Proofs of Claim will be barred from participating in the distribution of the Net Settlement Fund but otherwise will be bound by all of the terms of the Stipulation, including the terms of any final orders or judgments entered and the releases given to Defendants and the other Released Parties.
- B. Payment pursuant to the Plan of Allocation approved by the Court shall be conclusive against all Authorized Claimants. No person shall have any claim against Plaintiffs, Class Counsel, the Settlement Administrator or other agent designated by Class Counsel arising from distributions made substantially in accordance with the Stipulation, the Plan of Allocation, or further orders of the Court. Plaintiffs, Defendants, and all other Released Parties shall have no responsibility or liability whatsoever for the investment or distribution of the Settlement Fund; the Net Settlement Fund; the Plan of Allocation; the determination, administration, calculation, or payment of any claim or nonperformance of the Settlement Administrator; the payment or withholding of taxes owed by the Settlement Fund; or any losses incurred in connection therewith, except as otherwise provided in the Stipulation.
- C. The Net Settlement Fund will not be distributed to Authorized Claimants until the Court has approved the Settlement and the proposed Plan of Allocation (or such other allocation plan as the Court may approve) and the time periods for any petition for rehearing, appeal, or review, whether by certiorari or otherwise, of the Order approving the Settlement and the Plan of Allocation have expired.
- D. Defendants are not entitled to get back any portion of the Settlement Fund once the Court's Order approving the Settlement becomes final. Defendants shall not have any liability, obligation, or responsibility for the administration of the Settlement or disbursement of the Net Settlement Fund or the Plan of Allocation.
- E. Approval of the Settlement is independent from approval of the Plan of Allocation. Any determination with respect to the Plan of Allocation will not affect the Settlement, if approved.
- F. The Court has reserved jurisdiction to allow, disallow, or adjust on equitable grounds the claim of any Class Member.
- G. The Court has also reserved the right to modify the Plan of Allocation without further notice to Settlement Class Members. Any Orders regarding a modification of the Plan of Allocation will be posted on the Settlement website, ACSShareholdersLitigation.com.
- H. The formulas set forth in this Plan of Allocation are not intended to estimate the amount a Class Member might have been able to recover after a trial; nor do they provide an estimate of the amount that will be paid to Authorized Claimants pursuant to the Settlement. The formulas are the basis upon which the Net Settlement Fund will be proportionately allocated to Authorized Claimants.
- I. Distributions will be made to Authorized Claimants after all claims have been processed and after the Court has finally approved the Settlement. All checks shall become stale 90 days from the date of issuance, at which time all funds remaining for such stale checks shall be irrevocably forfeited with such funds made available to be redistributed. Following the distribution, the Settlement Administrator shall perform reasonable and diligent efforts to have Authorized Claimants cash their distribution checks. After reasonable and diligent efforts have been made to distribute the Net Settlement Fund to Authorized Claimants, any balance remaining in the Net Settlement Fund one (1) year after the distribution (that, netting out anticipated costs of redistribution, exceeds \$500,000) shall be reallocated to Authorized Claimants who have cashed their distribution checks under the same terms as the Plan of Allocation. Thereafter, any balance remaining shall be paid to a charity chosen by Class Representatives and approved by the Delaware Court.

WHAT RIGHTS ARE BEING COMPROMISED BY THE SETTLEMENT?

46. If the Settlement is approved, the Delaware Court will enter a final judgment and order (the "Judgment"). The Judgment will provide that, as of the Effective Date (as defined in Paragraph 47 below):

- a. The Delaware Action shall be dismissed with prejudice on the merits and without costs;
 - b. Class Representatives, Texas Plaintiff, and all Class Members, and their respective heirs, executors, administrators, estates, predecessors in interest, predecessors, successors in interest, successors, and assigns, shall fully, finally and forever, release, settle and discharge the Released Parties from and with respect to the Released Claims, and will be forever barred and enjoined from commencing, instituting or prosecuting any Released Claims against any of the Released Parties (the “Release of Defendants”) provided, however, that the Release of Defendants shall not include Class Representatives’ and the Texas Plaintiff’s rights to enforce the Settlement; and
 - c. Defendants shall fully, finally and forever, release, settle and forever discharge each and every one of the Defendants’ Claims, and shall forever be barred and enjoined from commencing, instituting or prosecuting any of the Defendants’ Claims, against Class Representatives, Texas Plaintiff, all Class Members, and all of their respective counsel (the “Release of Plaintiffs”) provided, however, that the Release of Plaintiffs shall not include Defendants’ rights to enforce the Settlement.
47. “Effective Date” means the first business day following the date the Judgment becomes final and unappealable, whether by affirmance on or exhaustion of any possible appeal or review, writ of certiorari, lapse of time or otherwise. The finality of the Judgment shall not be affected by any appeal or other proceeding regarding solely an application for attorneys’ fees and expenses or approval of any plan of allocation of the Net Settlement Fund.
48. “Released Parties” means (i) any and all Defendants, (ii) their respective past or present family members, affiliates, associates, subsidiaries, parents, predecessors, successors, officers, directors, employees, agents, advisors, financial or investment advisors, insurers, and attorneys, (iii) any person, firm, trust, corporation, officer, director or other individual or entity in which any Defendant has a controlling interest, and (iv) the legal representatives, heirs, successors in interest or assigns of any of the foregoing.
49. “Released Claims” means any and all manner of claims, demands, rights, liabilities, losses, obligations, duties, damages, costs, debts, expenses, interest, penalties, sanctions, fees, attorneys’ fees, expert or consulting fees, actions, potential actions, causes of action, suits, agreements, judgments, decrees, matters, issues and controversies of any kind, nature or description whatsoever, whether known or unknown, disclosed or undisclosed, accrued or unaccrued, apparent or not apparent, foreseen or unforeseen, matured or not matured, suspected or unsuspected, liquidated or not liquidated, fixed or contingent, including Unknown Claims (defined below), whether direct, derivative, individual, class, representative, legal, equitable or of any other type, or in any other capacity, whether based on state, local, foreign, federal, statutory, regulatory, common or other law or rule (including but not limited to any claims under federal securities laws or state disclosure law or any claims that could be asserted derivatively on behalf of ACS), which are based upon, arise out of, or involve, directly or indirectly, any of the actions, transactions, occurrences, statements, representations, misrepresentations, omissions, allegations, facts, practices, events, claims or any other matters, things or causes whatsoever, or any series thereof, that were alleged, asserted, set forth, or claimed in any of the Actions against the Released Parties, or that could have been asserted in any court, tribunal, forum or proceeding by any or all Plaintiffs or any or all Class Members against the Released Parties, which relate to their ACS stockholdings or status as ACS stockholders during the Settlement Class Period, including, without limitation, any and all claims which are based upon, arise out of, relate in any way to, or involve, directly or indirectly, (i) the Xerox Proposal, the Voting Agreement, the Merger Agreement, the October 20 Undertaking, the November 20 Stipulation, the December 13 Stipulation, the December 21 Stipulation, the Merger or the issuance of any securities in connection therewith, (ii) any actions, deliberations, or negotiations in connection with the Merger, including the process of deliberation or negotiation by each of Xerox, Boulder, ACS, Deason, Blodgett, Druskin and the Strategic Transaction Committee and any of their respective officers, directors or advisors, (iii) the consideration received by Class Members in connection with the Merger, (iv) the Preliminary Proxy, the Final Proxy, or any amendments thereto (including their respective exhibits), by any of Defendants, or any other disclosures, public filings, periodic reports, press releases, prospectuses, proxy statements or other statements issued, made available or filed relating, directly or indirectly, to the Merger, including claims under the federal securities laws within the exclusive jurisdiction of the federal courts (but excluding the valid exercise of statutory appraisal rights), (v) actions or investments with respect to (including, but not limited to, purchases, repurchases, sales, exercises of rights with respect to and decisions to hold) securities issued by any of Xerox, Boulder or ACS or their respective affiliates, (vi) the fiduciary obligations of the Released Parties in connection with the Merger, (vii) the fees, expenses or costs incurred in prosecuting, defending, or settling the Actions, or (viii) any of the allegations in any complaint, amendment(s) thereto or proposed amendment(s) thereto filed in any of the Actions; **provided, however**, that the Released Claims shall not include (x) the right to enforce the Settlement or (y) claims solely for statutory appraisal with respect to the Merger pursuant to Section 262 of the Delaware General Corporation Law by ACS stockholders who properly perfected such claims for appraisal and do not otherwise waive their appraisal rights.
50. “Unknown Claims” means any and all claims that any Class Representative, Texas Plaintiff or any Class Member does not know or suspect exists in his, her or its favor at the time of the release of the Released Claims as against the Released Parties, including without limitation those which, if known, might have affected the decision to enter into the Settlement, and any and all claims which any Defendant does not know or suspect to exist in his, her or its favor at the time of the release of the Defendants’ Claims, including without limitation those which, if known, might have affected the decision to enter into the Settlement. With respect to any of the Released Claims and Defendants’ Claims, the Parties stipulate and agree that upon the Effective Date, each Plaintiff, Texas Plaintiff and each Defendant shall expressly and each of the Class Members shall be deemed to have, and by operation of the Judgment shall have, expressly waived, relinquished and released any and all provisions, rights and benefits conferred by or under Cal. Civ. Code § 1542 or any law of the United States or any state of the United States or territory of the United States or other jurisdiction, or principle of common law, which is similar, comparable or equivalent to Cal. Civ. Code § 1542, which provides: “A general release does not extend to claims which the creditor does not know or suspect 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.” Class Representatives, Texas Plaintiff and Defendants acknowledge, and the Class Members by operation of law shall be deemed to have acknowledged, that they may discover facts in addition to or different from those now known or believed to be true with respect to the Released Claims and the Defendants’ Claims, but that it is the intention of Class Representatives, Texas Plaintiff and Defendants, and by operation of law the Class Members to completely, fully, finally and forever extinguish any and all Released Claims and Defendants’ Claims, known or unknown, suspected or unsuspected, which now exist, or heretofore existed, or may hereafter exist, and without regard to the subsequent discovery of additional or different facts. Class Representatives, Texas Plaintiff and Defendants acknowledge, and the Class Members by operation of law shall be deemed to have acknowledged, that the inclusion of “Unknown Claims” in the definition of “Released Claims” and in the definition of “Defendants’ Claims” was separately bargained for and was a key element of the Settlement and was relied upon by each and all of the Class Representatives, Texas Plaintiff and Defendants in entering into the Settlement Agreement.

51. “Defendants’ Claims” means any and all claims, debts, demands, rights or causes of action or liabilities whatsoever (including, but not limited to, any claims for damages, interest, attorneys’ fees, expert or consulting fees, and any other costs, expenses or liability whatsoever), whether based on state, local, federal, statutory or common law or any other law, rule or regulation, whether fixed or contingent, accrued or un-accrued, liquidated or un-liquidated, at law or in equity, matured or un-matured, including both known claims and Unknown Claims, that have been or could have been asserted in the Actions or any forum by Defendants or any of them or their respective successors and assigns against any of Plaintiffs, Texas Plaintiff, the Class Members, or any of their respective counsel, which arise out of or relate in any way to the institution, prosecution, or settlement or dismissal of the Delaware Action or the Texas Action.

**WHAT PAYMENT ARE THE ATTORNEYS FOR THE SETTLEMENT CLASS SEEKING?
HOW WILL THE LAWYERS BE PAID?**

52. Plaintiffs’ counsel have not received any payment for their services in pursuing claims against Defendants on behalf of the Settlement Class, nor have Plaintiffs’ counsel been reimbursed for their out-of-pocket expenses. Before final approval of the Settlement, Class Counsel intend to apply to the Delaware Court for an award of attorneys’ fees to Plaintiffs’ counsel (including Texas Counsel) from the Settlement Fund in an amount not to exceed 25% of the Settlement Fund. At the same time, Class Counsel also intend to apply for the reimbursement of litigation expenses to Plaintiffs’ counsel (including Texas Counsel) not to exceed \$1,500,000. The Delaware Court will determine the amount of the fee and expense award.

HOW DO I PARTICIPATE IN THE SETTLEMENT? WHAT DO I NEED TO DO?

53. If you are a Class Member, you must submit a Proof of Claim form (“Claim Form”) and supporting documentation to establish your entitlement to share in the Settlement. You must submit your Claim Form to the Settlement Administrator, addressed to ACS Shareholders Litigation, Settlement Administrator, c/o A.B. Data, Ltd., PO Box 170500, Milwaukee, WI 53217-8042, postmarked no later than October 23, 2010. A Claim Form is included with this Notice, or you may go to the website maintained by the Settlement Administrator for the Settlement to request that a Claim Form be mailed to you. The website is ACSShareholdersLitigation.com. You may also request a Claim Form by calling toll-free 866-540-4950. Those who do not submit timely and valid Claim Forms with adequate supporting documentation will not be entitled to share in the Settlement. Please retain all records of your ownership of or transactions in ACS Class A common stock, as they may be needed to document your claim.
54. As a Class Member, you are represented by the Class Representatives and Class Counsel, unless you enter an appearance through counsel of your own choice at your own expense. You are not required to retain your own counsel, but if you choose to do so, such counsel must file a notice of appearance on your behalf and must serve copies of his or her notice of appearance on the attorneys listed in the section entitled, “When and Where Will the Delaware Court Decide Whether to Approve the Settlement?” below.
55. If you wish to object to the Settlement or any of its terms, the proposed Plan of Allocation, or Class Counsel’s application for attorneys’ fees and expenses, you may present your objections by following the instructions in the section entitled, “When and Where Will the Delaware Court Decide Whether to Approve the Settlement?” below.

**WHEN AND WHERE WILL THE DELAWARE COURT DECIDE WHETHER TO APPROVE THE SETTLEMENT?
DO I HAVE TO COME TO THE HEARING?
MAY I SPEAK AT THE HEARING IF I DON’T LIKE THE SETTLEMENT?**

56. **If you do not wish to object in person to the proposed Settlement, the proposed Plan of Allocation, and/or the application for attorneys’ fees and reimbursement of litigation expenses, you do not need to attend the Settlement Hearing. You can object to or participate in the Settlement without attending the Settlement Hearing.**
57. The Delaware Court has scheduled the Settlement Hearing for August 24, 2010, at 11:00 a.m., in the Court of Chancery in the New Castle County Courthouse, 500 North King Street, Wilmington, DE 19801. The Delaware Court reserves the right to approve the Settlement or the Plan of Allocation at or after the Settlement Hearing without further notice to the members of the Settlement Class.
58. Any Class Member may object to the Settlement, the Plan of Allocation, or Class Counsel’s request for an award of attorneys’ fees and expenses. Objections or oppositions must be in writing. You must file any written objection or opposition, together with copies of all other papers and briefs, with the Register in Chancery, New Castle County Courthouse, 500 North King Street, Wilmington, DE 19801. You must also serve the papers on the following counsel of record so that the papers are **received** on or before August 3, 2010:

Stuart M. Grant, Esq.
GRANT & EISENHOFER P.A.
1201 North Market Street
Wilmington, DE 19801

Mark Lebovitch, Esq.
BERNSTEIN LITOWITZ BERGER &
GROSSMANN LLP
1285 Avenue of the Americas
New York, NY 10019

Stephen Lowey, Esq.
LOWEY DANNENBERG COHEN & HART, P.C.
White Plains Plaza
One North Broadway
White Plains, NY 10601

Randall J. Baron, Esq.
ROBBINS GELLER RUDMAN & DOWD LLP
665 West Broadway, Suite 1900
San Diego, CA 92101

Kevin G. Abrams, Esq.
ABRAMS & BAYLISS LLP
20 Montchanin Road, Suite 200
Wilmington, DE 19807

Kenneth J. Nachbar, Esq.
MORRIS, NICHOLS, ARSHT & TUNNELL LLP
1201 North Market Street
PO Box 1347
Wilmington, DE 19899

Raymond J. DiCamillo, Esq.
RICHARDS, LAYTON & FINGER, P.A.
One Rodney Square
920 North King Street
Wilmington, DE 19801

David C. McBride, Esq.
YOUNG CONAWAY STARGATT & TAYLOR, LLP
The Brandywine Building
1000 West Street, 17th Floor
Wilmington, DE 19801

59. The filing must demonstrate your membership in the Settlement Class, including proof that you held ACS Class A common stock during the Settlement Class Period.
60. You may file a written objection without having to appear at the Settlement Hearing. You may not appear at the Settlement Hearing to present your objection, however, unless you first filed and served a written objection in accordance with the procedures described above, unless the Delaware Court orders otherwise.
61. If you wish to be heard orally at the hearing in opposition to the approval of the Settlement, the Plan of Allocation, or Class Counsel's request for an award of attorneys' fees and expenses, and if you have filed and served a timely written objection as described above, you also must notify the above counsel on or before August 3, 2010 concerning your intention to appear. Persons who intend to object and desire to present evidence at the Settlement Hearing must include in their written objections the identity of any witnesses they may call to testify and exhibits they intend to introduce into evidence at the hearing.
62. You are not required to hire an attorney to represent you in making written objections or in appearing at the Settlement Hearing. If you decide to hire an attorney, which will be at your own expense, however, he or she must file a notice of appearance with the Delaware Court and serve it on the counsel listed in Paragraph 58 above so that the notice is received on or before August 3, 2010.
63. The Settlement Hearing may be adjourned by the Delaware Court without further written notice to the Settlement Class. If you intend to attend the Settlement Hearing, you should confirm the date and time with Class Counsel.
64. **Unless the Delaware Court orders otherwise, any Class Member who does not object in the manner described above will be deemed to have waived any objection and shall be forever foreclosed from making any objection to the proposed Settlement, the proposed Plan of Allocation, or Class Counsel's request for an award of attorneys' fees and reimbursement of expenses. Class Members do not need to appear at the hearing or take any other action to indicate their approval.**

CAN I SEE THE DELAWARE COURT FILE? WHOM SHOULD I CONTACT IF I HAVE QUESTIONS?

65. This Notice does not purport to be a comprehensive description of the Delaware Action, the allegations or transactions related thereto, the terms of the Settlement, or the Settlement Hearing. For a more detailed statement of the matters involved in this litigation, you may inspect the pleadings, the Settlement Agreement, the Orders entered by the Court of Chancery, and other papers filed in the Action, unless sealed, at the Office of the Register in Chancery in the Court of Chancery of the State of Delaware, New Castle County Courthouse, 500 North King Street, Wilmington, DE 19801, during regular business hours of each business day. **DO NOT WRITE OR TELEPHONE THE COURT.** Questions regarding the Settlement should be directed to Class Counsel as follows:

Stuart M. Grant, Esq.
GRANT & EISENHOFER P.A.
1201 North Market Street
Wilmington, DE 19801

Or

Mark Lebovitch, Esq.
BERNSTEIN LITOWITZ BERGER & GROSSMANN LLP
1285 Avenue of the Americas
New York, NY 10019

Or

Stephen Lowey, Esq.
LOWEY DANNENBERG COHEN & HART, P.C.
White Plains Plaza
One North Broadway
White Plains, NY 10601

NOTICE TO PERSONS OR ENTITIES HOLDING RECORD OWNERSHIP ON BEHALF OF OTHERS

66. Brokerage firms, banks, and other persons or entities who are members of the Settlement Class in their capacities as record holders, but not as beneficial holders, are requested to send this Notice promptly to beneficial holders. Additional copies of this Notice are available for transmittal to beneficial holders (i) by downloading the document from the following website: ACSShareholdersLitigation.com, or (ii) by writing the Settlement Administrator as follows:

**ACS SHAREHOLDERS LITIGATION
SETTLEMENT ADMINISTRATOR
ATTENTION: FULFILLMENT DEPARTMENT
C/O A.B. DATA, LTD.
3410 WEST HOPKINS STREET
PO BOX 170500
MILWAUKEE, WI 53217-8042**

You may also furnish the names and addresses of your beneficial holders in writing to the Settlement Administrator at the address above, which will then be responsible for sending the Notice to such beneficial holders.

Dated: June 25, 2010

BY ORDER OF THE COURT

/s/
Register in Chancery