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October 27, 2009

VIA E-FILING AND HAND DELIVERY

The Honorable Donald F. Parsons
Vice Chancellor, Court of Chancery
New Castle County Courthouse
500 N. King Street
Wilmington, DE 19801

Re: *In re ACS Shareholder Litigation*, Cons. C.A. No. 4940-VCP

Dear Vice Chancellor Parsons:

We write on behalf of Court-appointed Class Representatives New Orleans Employees' Retirement System and the Federated Kaufman Fund, the Federated Kaufman Growth Fund and the Federated Kaufman Fund II ("the Federated Funds") in further response to the motion recently filed by Defendants regarding the jurisdiction in which the cases relating to the merger of Affiliated Computer Services, Inc. ("ACS") and the Xerox Corp. ("Xerox") (the "Merger") should proceed. In addition, we respond to the Court's inquiry regarding scheduling.

We believe it is in the best interests of the Class, and in the broader interest of judicial economy, that litigation challenging the Merger proceed in this Court. At least three salient reasons exist why this Court should maintain jurisdiction over the case. First, while strong judicial intervention to protect the public ACS shareholders is necessary irrespective of which Court actually hears the matter, Class Representatives raise important and evolving issues under Delaware law that are most properly determined in this jurisdiction. Second, while we believe that the Texas Court is capable of applying Delaware law to the facts, the substantive allegations and procedural posture of the action in Texas are less likely to afford complete relief to the parties when compared with the action proceeding before this Court. Third, in lieu of waiting until the deadline set forth in the Scheduling Order entered in this case for doing so, Class Representatives hereby identify the specific equitable relief they seek in connection with the hearing to begin on January 21, 2010. In particular, Class Representatives seek a final trial as to their challenges to deal protections and related contractual provisions, while seeking injunctive relief regarding the consideration to be paid in the Merger.

Brief Summary of the Case

Class Representatives, who collectively own more than one million shares of ACS Class A common stock, challenge the actions of the ACS Board to benefit defendant Darwin Deason ("Deason"), the founder, Chairman and largest stockholder of ACS, in connection with the Merger. On September 27, 2009, ACS entered into a definitive agreement for Xerox to acquire ACS in a cash and stock transaction that valued ACS at \$6.4 billion as of the closing price of Xerox stock on September 25, 2009. Deason owns well below 10% of the Company's economic equity interests, yet he is set to receive a mix of cash and Xerox securities worth nearly \$900 million as of the day the Merger was announced. In other words, Deason has secured for his shares an astounding **50% premium** to the consideration paid to ACS's public stockholders.

As the parties' financial advisors recognized and as will be further established at trial, historically, even in the small minority of transactions involving dual class stock in which the holders of high-vote shares have actual majority control and receive any additional premium above the price paid for the company's low-vote stock, such additional premium is nowhere near the windfall Deason demanded and received in the Merger. Moreover, the Merger is effectively a *fait accompli* because Deason controls 44% of the vote and has entered into a Voting Agreement pledging to support the Merger (including a promise to commit half his shares in favor of the Merger even if a clearly superior proposal emerges), and because the ACS shareholders are not being given a "majority of the minority" vote in which they could act to veto the proposed transfer of corporate value to Deason.

The Merger Litigation Should Proceed in This Court

First, we recognize that both the Texas Court and this Court have valid and strong interests in taking jurisdiction of the matter in order to protect ACS's public shareholders from the misappropriation of hundreds of millions of dollars of value by ACS's **non-majority shareholder** and Executive Chairman, Darwin Deason. However, we submit that the case raises jurisprudential questions of particular import to Delaware corporate law, and therefore, to the Delaware courts.

For example, could Deason, a non-majority shareholder who is also a fiduciary with unquestionable influence over his fellow board members, obtain any extra premium for his non-publicly traded Class B high-vote shares? If any premium was allowed in theory, was Deason entitled to expropriate hundreds of millions of dollars of corporate value for himself by demanding an extra premium exceeding the price paid to the public shareholders by over 50%? Was it fair for the negotiation leading to this allocation of the purchase price to be controlled by Deason and determined before any consideration to the public shareholders was even discussed? How does the absence of basic procedural protections, like a "majority of the minority" vote for Class A shareholders, affect the substantive judicial review and availability of equitable or rescissory relief?

There should be no doubt – wherever the matter is decided – that Delaware law protects shareholders from what is happening here. Class Representatives' allegations are comparable to

the facts underlying *In re Tele-Communications, Inc. Shareholders Litigation*¹ and *In re John Q. Hammons Hotels Inc. Shareholder Litigation*.² In both *TCI* and *Hammons*, the Court applied the entire fairness standard to transactions in which shareholders who owed fiduciary duties by virtue of their corporate position exacted disproportionate premiums for their high vote-shares in third party deals at the expense of the minority. In *TCI*, Chancellor Chandler held that:

A demonstration of fairness is also appropriate in evaluating transactions between the corporation and a third party when the directors of the corporation (and the affiliates of such directors) *own significant non-majority stakes of the corporation's voting shares and have personal interests that significantly diverge from those of other equity holders.*

TCI, 2005 WL 3642727, at *6 (emphasis added). Where the defendants rely on fairness opinions to meet their entire fairness burden, those fairness opinions must show that all relevant facts have been considered in reaching a conclusion that the payment of disparate consideration to high-vote shareholders is fair to the other shareholders of the company. *Id.* at **11-12.

Just this month, in *Hammons*, Chancellor Chandler held that the entire fairness standard, rather than the business judgment rule, was applicable in that case, noting that the business judgment rule applies only if the “transaction were (1) recommended by a disinterested and independent special committee, and (2) approved by stockholders in a non-waivable vote of the majority of all the minority stockholders.” *Hammons*, 2009 WL 3165613, at * 12 (emphasis in original). Here, neither prong of the *Hammons* test can be met. More importantly, we believe that this Court has a strong institutional interest in deciding these issues, which are apt to be repeated unless and until the Court makes clear the limits on the power of non-majority shareholders who owe fiduciary duties and hold high-vote stock.

Second, while we do not doubt that Judge Montgomery is fully capable of protecting shareholders from unlawful opportunism like Deason’s misappropriation of corporate value, we believe that the Texas Court will be constrained by the scope of the substantive allegations of the pleadings and the procedural posture presented to it. Putting aside the duplication of judicial effort if two courts decide overlapping claims, any proceedings in the Texas action will be narrower in scope – and potentially wasteful – as compared with the full scope of issues presented and relief that may be granted by this Court. In other words, only the Delaware actions can provide the broadest scope of relief for the ACS shareholders.

We enclose as Exhibit A to this letter a copy of the complaint filed by Coughlin Stoia Rudman & Robbins LLP on behalf of the City of St. Clair Shores Police and Fire Retirement System in the action pending before Judge Montgomery (the “Texas Complaint”). The Texas

¹ C.A. No. 16470, 2005 WL 3642727 (Del. Ch. Dec. 21, 2005).

² C.A. No. 758-CC, 2009 WL 3165613 (Del Ch. Oct. 2, 2009).

Complaint focuses primarily on the inadequate value paid for ACS as a whole based on the synergies Xerox will realize and the strong marketing position of ACS. The Texas Complaint makes only passing reference, at best, to the over \$300 million disparate premium being allocated to Deason in the transaction, and to our knowledge, the additional payment to Deason has not been presented to Judge Montgomery as the basis for any requested relief. Consistent with this narrow focus, the Coughlin Stoia firm has publicly asserted, in an October 26, 2009 Press Release enclosed as Exhibit B, that the currently scheduled temporary injunction hearing will fully adjudicate the claims of ACS shareholders in the Texas Action. Notably, this press release never mentions the over \$300 million side payment (in the form of a newly issued Xerox preferred stock) to Deason.

Also, the Texas Complaint says nothing about the Voting Agreement between Deason and Xerox, which not only calls for Deason to vote his 44% interest in ACS in favor of the proposed transaction, but also calls for Deason to vote half of his interest in favor of the deal *even in the event of a bona fide superior proposal*. This lack of a “fiduciary out” in the Voting Agreement constitutes the real “deal protection” in this case, as it is unlikely any third party could seriously present an intervening offer for ACS so long as this agreement remains in place, even if the other deal protections that have played front and center in the Texas proceedings are enjoined. In contrast, Class Representatives here will seek an amendment or rescission of the Voting Agreement.

Similarly, the Texas Complaint fails to even mention Deason’s 44% voting interest in ACS, which, when coupled with his authority as Executive Chairman and the additional payment directed to Deason at the ACS shareholders’ expense, makes the Xerox transaction subject to entire fairness review. In sum, the complaint filed by New Orleans Employees’ Retirement System and joined by the Federated Funds is more comprehensive of the claims and provides this Court the better opportunity to provide complete protection of the interests of ACS’s public shareholders.

Third, the injunction hearing scheduled before Judge Montgomery is procedurally inconsistent with clear Court of Chancery precedent holding that “blue-pencil” changes to a merger agreement must be done on a full evidentiary record. In *In re Toys “R” Us, Inc. Shareholder Litigation*, 877 A.2d 975 (Del. Ch. 2005), Vice Chancellor Strine held that a shareholder seeking invalidation of deal protections is “required to make the same kind of evidentiary showing required for the entry of final relief – one that essentially proves that there are no material disputes of fact about the inequitable origins of the provisions the plaintiffs seek to have stricken and replaced.” *Id.* at 998-99.

While we appreciate the Texas Court’s willingness to schedule a temporary injunction hearing to consider enjoining certain of the deal protection devices at issue in the Merger, we do not believe that the injunction proceeding the plaintiffs in Texas have requested contemplates the type of record *Toys R Us* requires in order to afford actual relief for the Class. Coughlin Stoia’s decision to seek temporary injunctive relief in the Texas action is particularly surprising, since that firm was lead counsel in *Toys R Us* and has personally learned of the evidentiary hurdle for

invalidating these provisions. In any event, while the Texas action is not procedurally set up to afford full relief for the Class, this Court will be in position to do just that, as set forth below.

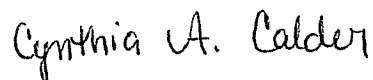
Specifically, pursuant to the Scheduling Order, Class Representatives had until December 23, 2009, to identify the “equitable relief” sought at that hearing currently set for January 21 and 22, 2010.³ In light of the plaintiffs’ recent actions in Texas and Defendants’ motion of yesterday, Class Representatives at this time request both a trial and a hearing on an injunction motion. Class Representatives seek a trial with respect to all claims for declaratory relief, including claims to invalidate deal protections, the Voting Agreement, and for a declaration as to the inequitable and unfair nature of the additional payment to Deason in light of all circumstances (including, *inter alia*, the apparent deficiencies under *TCI* of the fairness opinions rendered to ACS). Class Representatives also seek a preliminary injunction as to the closing of the Merger. Finally, to the extent Defendants were to prevail on their argument that closing the Merger does not constitute irreparable harm (despite the fact that publicly traded stock is to be exchanged), Class Representatives intend to seek a prompt final trial as to their claims for monetary damages arising from the consummation of the Merger. We realize that this may require more than the two days the Court currently has allocated on January 21 and 22, 2010 for hearing this matter. We currently envision a four to five day trial (inclusive of live witness testimony and oral argument as to the inequitable allocation to Deason of additional merger consideration).

For all the foregoing reasons, we respectfully submit that the Delaware case is better poised to provide the ACS shareholders with a full and fair opportunity to have all of the shareholder claims heard on the type of record required by Delaware law. While we have tremendous respect for the Texas Court’s prompt response to the request from certain ACS shareholders for equitable relief, those shareholders do not appear to have positioned the matter to allow for the best possible record for an adjudication of these important matters. We further believe that there is no basis for this Court to defer to the Texas Court. To the contrary, Delaware’s sister courts in other states typically recognize that Delaware courts have a particularly strong interest in handling disputes addressing Delaware corporate law, because Delaware’s interest in “promoting an efficient and predictable corporation law can be undercut if other states do not show comity by deferring to [Delaware courts].” *In re Topps Co. S’holders Litig.*, 924 A.2d 951, 958 (Del. Ch. 2007).

³ To be sure, when negotiating the terms of the schedule, Co-Lead Counsel specifically informed defendants that in light of the likelihood that relief as to deal protections would be sought and the *Toys R Us* precedent, the January 21 hearing would very possibly include a request for the submission of live evidence and trial.

We are available at the Court's convenience should Your Honor have any questions about this matter.

Respectfully submitted,

A handwritten signature in cursive script that reads "Cynthia A. Calder".

Cynthia A. Calder
DE Bar ID No. 2978

cc: Register in Chancery (via electronic filing)
Kevin Abrams, Esquire (via electronic filing)
Kenneth Nachbar, Esquire (via electronic filing)
Raymond DiCamillo, Esquire (via electronic filing)
Bruce Silverstein, Esquire (via electronic filing)

Exhibit A

No. 009-07377-C

CITY OF ST. CLAIR SHORES POLICE AND §
FIRE RETIREMENT SYSTEM, Individually §
and On Behalf of All Others Similarly Situated, §

Plaintiff, §

vs. §

AFFILIATED COMPUTER SERVICES, §
INC., XEROX CORP., LYNN R. §
BLODGETT, DARWIN DEASON, ROBERT §
DRUSKIN, KURT R. KRAUSS, TED B. §
MILLER, JR., PAUL E. SULLIVAN and §
FRANK VARASANO, §

Defendants. §

IN THE COUNTY COURT

AT LAW NO. 3

DALLAS COUNTY, TEXAS

PETITION FOR BREACH OF FIDUCIARY DUTY

COMES NOW, Plaintiff(s), by and through its attorneys, and files this Petition based upon breach of fiduciary duty against the defendants named herein.

DISCOVERY LEVEL III

1. Pursuant to Rule 190.1 of the Texas Rules of Civil Procedure, plaintiff would show that discovery is intended to be conducted under Level 3 of this Rule due to the complexity of the case.

SUMMARY OF THE ACTION

2. This is a stockholder class action brought by plaintiff on behalf of the holders of Affiliated Computer Services, Inc. ("ACS" or the "Company") common stock against certain of the

Company's officers and/or directors (the "Board"), arising out of their efforts to sell ACS to Xerox Corp. ("Xerox") via an unfair process and at an unfair value of \$18.60 in cash and 4.935 shares of common stock in Xerox for each share of ACS, which amount reflects a mere \$56.50 per share of common stock (based upon Xerox's closing price on September 28, 2009 of \$7.68) (the "Proposed Acquisition"). In pursuing the unlawful Proposed Acquisition, each of the defendants violated applicable law by breaching their fiduciary duties of loyalty, due care, candor, independence, good faith and fair dealing.

3. ACS provides business process outsourcing and information technology (IT) services to commercial and government clients in the United States. ACS's Government segment provides technology and business process-based services focusing on transaction, child support payment, electronic toll collection, and traffic violations processing, and program management services, such as Medicaid fiscal agent and student loan processing services. ACS's Commercial segment provides IT outsourcing services, such as data center and midrange server outsourcing, network and desktop outsourcing, remote infrastructure management, help desk/service desk management, managed storage, utility computing, disaster recovery, security services, and IT commercial services; human capital management solutions comprising retirement solutions, health and productivity consulting, human capital management and technology consulting, compensation and communication consulting, administration of health and welfare plans, and learning administration and operations; and human resources outsourcing services, such as benefits administration, compensation management and administration, learning, on-boarding, payroll administration, performance management and administration, processing, reporting and analytics, self-service tools, succession planning, and WorkFlow tools. The Company was founded in 1971 and is headquartered in Dallas, Texas.

4. Despite the recent market downturn, ACS's share price and earnings have remained surprisingly resilient, a testament to the Company's diverse and stable stream of revenues. Indeed, in stark contrast to the market as a whole, ACS grew its revenues by 6% last year. ACS is also uniquely positioned as the largest provider of managed services to the U.S. government, with multi-year contracts with over 1,700 federal, state, county and local governments. Given the unprecedented expansion of government at all levels to address the financial market crisis and spur economic recovery, ACS is supremely positioned to expand upon this class leadership and generate impressive future revenues. Even more critical, ACS is the preeminent provider of managed care billing and collection, an area that had been the focus of the on-going medical care overhaul. It is anticipated that up to \$20 billion could be spent to modernize and streamline medical care billing in order to eliminate the waste and overhead in the current system. Given its current government contracts and its skill in managed billing, ACS stands to receive the lion's share of this federal money. Thus, it is unsurprising that ACS's shareholders have shown confidence and stuck with the Company, in light of these remarkable growth opportunities. Unfortunately for shareholders, they will not get the opportunity to share in this upside given the announcement of the Proposed Acquisition.

5. Defendants announced the Proposed Acquisition on September 28, 2009. The Proposed Acquisition as currently constituted does not adequately value ACS's cat-bird market position as recounted above. Likewise, the Proposed Acquisition fails to compensate shareholders for \$1.2 billion in synergies Xerox expects to receive from the combined company post-merger. As a further measure of how good a value the Proposed Acquisition is for Xerox, the deal will be accretive to earnings in the first year. Finally, the Proposed Acquisition values ACS at \$6.4 billion, a mere \$200 million more than ACS's shareholders resoundingly rejected in 2007 from Cerberus

Capital Management. For purposes of comparison, ACS's revenues are up nearly 22% from 2006 to 2009. Thus, for Xerox to offer essentially the same amount for a company generating 22% more revenue is unconscionable.

6. All of these facts beg the question of why defendants would agree to the Proposed Acquisition, when it is so apparent that it is not in the best interests of shareholders. To answer this query, one need look no further than the benefits that are accruing to certain insiders pursuant to the Proposed Acquisition. Foremost, ACS's President and Chief Executive Officer ("CEO"), Lynn R. Blodgett ("Blodgett"), is being retained by Xerox to serve as the head of ACS within Xerox. Blodgett's upward mobility at Xerox as well as the fact that he has no individual public reporting requirements with Xerox, renders Blodgett highly self-interested in the Proposed Acquisition. Similarly, ACS's founder and Chairman, Darwin Deason ("Deason"), is receiving \$300 million of convertible preferred stock in Xerox to retire his current Class B positions in ACS. Unlike the public shareholders, it does not appear that Deason's \$300 million will be reduced for the drop in Xerox's share price. With the two most powerful people at the Company on its side, the Proposed Acquisition was a *fait accompli* for Xerox.

7. In pursuing this unlawful plan to divest the Company's public shareholders of their holdings in the Company at an unfair price and through the implementation of a flawed process, the defendants have breached their fiduciary duties of loyalty, due care, independence, candor, good faith and fair dealing. Instead of attempting to negotiate a contract reflecting the highest price reasonably available for the Company's shareholders, defendants spent substantial effort tailoring the Proposed Acquisition to meet their own specific needs and those of Xerox.

8. Because defendants dominate and control the business and corporate affairs of ACS and are in possession of private corporate information concerning the Company's assets, business

and future prospects, there exists an imbalance and disparity of knowledge and economic power between them and the public shareholders of ACS, which makes it inherently unfair for them to execute and pursue any proposed merger agreement under which they will reap disproportionate benefits to the exclusion of maximizing stockholder value.

9. In short, the Proposed Acquisition is designed to unlawfully divest the Company's public shareholders of the valuable assets of the Company for grossly inadequate consideration.

10. Plaintiff seeks injunctive relief to prevent defendants from consummating the Proposed Acquisition unless and until they remedy their breaches of fiduciary duty.

JURISDICTION AND VENUE

11. This Court has jurisdiction over defendants named herein because each defendant is either a corporation that conducts business in and maintains operations in this County, or is an individual who has sufficient minimum contacts with Texas so as to render the exercise of jurisdiction by the Texas courts permissible under traditional notions of fair play and substantial justice.

12. Venue is proper in this Court because one or more of the defendants either resides in or maintains executive offices in this County, a substantial portion of the transactions and wrongs complained of herein, including the defendants' primary participation in the wrongful acts detailed herein, occurred in this County, and defendants have received substantial compensation in this County by doing business here and engaging in numerous activities that had an effect in this County.

PARTIES

13. Plaintiff City of St. Clair Shores Police and Fire Retirement System is, and at all relevant times was, a shareholder of ACS.

14. Defendant ACS provides business process outsourcing and information technology (IT) services to commercial and government clients in the United States. The Company is a Delaware corporation headquartered at 2828 North Haskell, Dallas, Texas and may be served with process at that address.

15. Defendant Xerox engages in the development, manufacture, marketing, servicing, and financing of document equipment, software, solutions and services worldwide. Xerox is a New York corporation headquartered at 45 Glover Avenue, #4505, Norwalk, Connecticut and may be served with process at that address.

16. Defendant Blodgett is President and CEO of ACS and has served as CEO since November 2006 and as a director since September 2005. Blodgett may be served with process at 3535 Gillespie Street, #505, Dallas, Texas.

17. Defendant Deason is Chairman of ACS and has served on the Board since the Company's formation in 1988. Previously, Deason served as CEO of the Company from 1988 to February 1999. Deason may be served with process at 8181 Douglas Avenue, Apt. 1000, Dallas, Texas.

18. Defendant Robert Druskin ("Druskin") is a director of ACS and has served in this capacity since March 2008. Druskin may be served with process at 295 Curtis Point Drive, Mantoloking, New Jersey.

19. Defendant Kurt R. Krauss ("Krauss") is a director of ACS and has served in this capacity since November 2007. Krauss may be served with process at 225 Lake Bluff Drive, Columbus, Ohio.

20. Defendant Ted B. Miller, Jr. ("Miller") is a director of ACS and has served in this capacity since November 2007. Miller may be served with process at 4 Carsey Lane, Houston, Texas.

21. Defendant Paul E. Sullivan ("Sullivan") is a director of ACS and has served in this capacity since February 2008. Sullivan may be served with process at 3585 Paris Pike, Lexington, Kentucky.

22. Defendant Frank Varasano ("Varasano") is a director of ACS and has served in this capacity since November 2007. Varasano may be served with process at 979 Scott Street, San Diego, California.

23. The defendants named above in ¶¶16-22 are sometimes collectively referred to herein as the "Individual Defendants."

DEFENDANTS' FIDUCIARY DUTIES

24. Under Delaware law, in any situation where the directors of a publicly traded corporation undertake a transaction that will result in either (i) a change in corporate control, or (ii) a break up of the corporation's assets, the directors and officers have an affirmative fiduciary obligation to obtain the highest value reasonably available for the corporation's shareholders, and if such transaction will result in a change of corporate control, the shareholders are entitled to receive a significant premium. To diligently comply with these duties, the directors and officers may not take any action that:

- (a) adversely affects the value provided to the corporation's shareholders;
- (b) will discourage or inhibit alternative offers to purchase control of the corporation or its assets;
- (c) contractually prohibits them from complying with their fiduciary duties;

(d) will otherwise adversely affect their duty to search and secure the best value reasonably available under the circumstances for the corporation's shareholders; and/or

(e) will provide the directors with preferential treatment at the expense of, or separate from, the public shareholders.

25. In accordance with their duties of loyalty and good faith, and in connection with negotiating and agreeing to the Proposed Acquisition and recommending to ACS's shareholders that they vote in favor of the Proposed Acquisition, defendants, as directors and/or officers of ACS, were obligated to refrain from:

(a) participating in or permitting any transaction where the directors' or officers' loyalties are divided;

(b) participating in or permitting any transaction where the directors or officers receive or are entitled to receive a personal financial benefit not equally shared by the public shareholders of the corporation;

(c) unjustly enriching themselves at the expense or to the detriment of the public shareholders, or permitting other officers or directors to do so;

(d) structuring a sales process for the Company to favor directors, officers and/or other Company insiders for reasons unrelated to the directors' duty to seek the best price available for the Company's shareholders;

(e) engaging in any conduct in the context of a sales process for the Company that favors one bidder for the Company over another in derogation of the directors' duty to seek the best price available for the Company's shareholders; and

(f) failing to disclose and/or misrepresenting material information about the Company, the sales process for the Company and the Company's financial prospects going forward when seeking shareholder support of a merger transaction.

THE PROPOSED ACQUISITION

26. ACS provides business process outsourcing and information technology (IT) services to commercial and government clients in the United States. ACS's Government segment provides technology and business process-based services focusing on transaction, child support payment, electronic toll collection, and traffic violations processing, and program management services, such as Medicaid fiscal agent and student loan processing services. ACS's Commercial segment provides IT outsourcing services, such as data center and midrange server outsourcing, network and desktop outsourcing, remote infrastructure management, help desk/service desk management, managed storage, utility computing, disaster recovery, security services, and IT commercial services; human capital management solutions comprising retirement solutions, health and productivity consulting, human capital management and technology consulting, compensation and communication consulting, administration of health and welfare plans, and learning administration and operations; and human resources outsourcing services, such as benefits administration, compensation management and administration, learning, on-boarding, payroll administration, performance management and administration, processing, reporting and analytics, self-service tools, succession planning, and WorkFlow tools.

27. Despite the recent market downturn ACS's share price and earnings have remained surprisingly resilient, a testament to the Company's diverse and stable stream of revenues. Indeed, in stark contrast to the market as a whole, ACS grew its revenues by 6% last year. As disclosed in an August 6, 2009 press release announcing earnings in advance of its most recent filing on Form

10-K, the Company's prospects left shareholders no reason to doubt that ACS was in a prime position to continue to generate outstanding revenues:

ACS Announces Fourth Quarter and Fiscal Year 2009 Results

Key highlights from the fourth quarter of fiscal year 2009:

- New business signings of \$271 million of annual recurring revenue, second highest in Company history
- Adjusted diluted earnings per share of \$0.99
- Record quarterly revenue of \$1.70 billion
- Total revenue growth of 6%, excluding divestitures
- Internal revenue growth of 3%
- Adjusted operating margin of 10.0%, impacted by deferred compensation
- Record free cash flow of \$326 million, or 19% of revenues
- Cash balance of \$731 million at June 30, 2009

ACS today announced record fourth quarter fiscal year 2009 revenues of \$1.70 billion, a 6% increase, excluding divestitures, compared to the prior year quarter. Internal revenue growth was 3%. Fourth quarter fiscal year 2009 adjusted non-generally accepted accounting principles ("GAAP") diluted earnings per share was \$0.99, including costs of \$1 million, or \$0.01 per diluted share, related to Project Compete. Adjusted non-GAAP diluted earnings per share for the comparable prior year period was \$0.95. See "Reconciliation of Reported GAAP Results to Adjusted Non-GAAP Results" below.

Fourth quarter new business signings were the second highest in the Company's history and totaled \$271 million of annual recurring revenue with an estimated total contract value of \$1.2 billion.

Total contract value of all signings, including new business signings, renewals and non-recurring revenue, was \$2.2 billion for the fourth quarter of fiscal year 2009.

Operating cash flow for the fourth quarter of fiscal year 2009 was a record at \$426 million, or 25% of revenues. Capital expenditures and additions to intangible assets increased to \$100 million, or 6% of revenues. Free cash flow was \$326 million, or 19% of revenues. The Company's cash balance was \$731 million at June 30, 2009.

"Fiscal 2009 was a remarkable year for ACS as our business model demonstrated consistency and resiliency amidst a very difficult economic backdrop," said Lynn Blodgett, ACS president and chief executive officer. "We achieved record levels of revenue, profit, earnings per share and new business signings. I am proud of our employees for their dedication to ACS, appreciative of our clients for their trust and optimistic about our prospects for fiscal 2010."

Additional highlights from the fourth quarter of fiscal year 2009:

- Commercial signings represented 64% of new business signings and Government contributed 36%. From a service line perspective, business process outsourcing contributed 84% of new business signings and 16% were information technology outsourcing.
- The Commercial segment contributed 60% of revenues and grew 4%, with 2% internal growth. The Government segment contributed 40% of revenues and grew 6%, with 5% internal growth.
- Adjusted non-GAAP operating income was \$170 million with an adjusted operating margin of 10.0%. See "Reconciliation of Reported GAAP Results to Adjusted Non-GAAP Results" below. The Company's reported GAAP and adjusted non-GAAP operating income and adjusted operating margin included:
 - costs of approximately \$1 million related to Project Compete, our global production initiative, and
 - costs of approximately \$8 million, or 50 basis points, related to our deferred compensation plan. The deferred compensation costs included in the Company's adjusted non-GAAP operating income is offset in the Company's other non-operating expense.
- In June 2009, the Company acquired Anix, a United Kingdom-based provider of full service IT infrastructure and related solutions, to strengthen its IT delivery platform in the U.K. and expand its position in the global market. Anix generated trailing twelve month revenue of approximately \$70 million.
- In June 2009, to expand its service capabilities in the pharmacy audit market the Company acquired Pharm/Dur, a Philadelphia-based provider of pharmacy auditing and verification services. Pharm/Dur generated trailing twelve month revenue of approximately \$6 million.

Key highlights from fiscal year 2009:

- Record new business signings of \$1.0 billion of annual recurring revenue

- Record adjusted diluted earnings per share of \$3.73
- Record annual revenue of \$6.52 billion
- Total revenue growth of 6%, excluding divestitures
- Internal revenue growth of 3%
- Adjusted operating margin of 10.8%
- Free cash flow of \$514 million, or 8% of revenues

Fiscal year 2009 revenues were a record at \$6.52 billion, a 6% increase, excluding divestitures, compared to the prior year. Internal revenue growth was 3%. Fiscal year 2009 adjusted non-GAAP diluted earnings per share was a record at \$3.73, including costs of \$21 million, or \$0.14 per diluted share, related to Project Compete. Adjusted non-GAAP diluted earnings per share for the prior year was \$3.53. See "Reconciliation of Reported GAAP Results to Adjusted Non-GAAP Results" below.

Fiscal year 2009 new business signings were a record at \$1.0 billion of annual recurring revenue, a 27% increase over the prior year. Total contract value of fiscal year 2009 new business signings was also a record at \$4.5 billion, a 43% increase over the prior year.

Total contract value of all signings, including new business signings, renewals and non-recurring revenue, was \$9.3 billion for fiscal year 2009.

Operating cash flow for fiscal year 2009 was \$877 million, or 13.4% of revenues. Capital expenditures and additions to intangible assets increased to \$363 million, or 5.6% of revenues. Free cash flow was \$514 million, or 7.9% of revenues.

Additional highlights from fiscal year 2009:

- Commercial signings represented 61% of new business signings and Government contributed 39%. From a service line perspective, business process outsourcing generated 88% of new business signings and 12% were information technology outsourcing.
- For the fiscal year, the Commercial segment accounted for 60% of revenues and grew 6%, of which 3% was internal. The Government segment accounted for 40% of revenues and grew 5%, of which 4% was internal.
- Adjusted non-GAAP operating income was \$701 million with an adjusted operating margin of 10.8%. See "Reconciliation of Reported GAAP Results to Adjusted Non-GAAP Results" below. The

Company's reported GAAP and adjusted non-GAAP operating income and adjusted operating margin included:

- costs of approximately \$21 million, or 30 basis points, related to Project Compete, and
- benefit of approximately \$14 million, or 20 basis points, related to our deferred compensation plan. The deferred compensation costs included in the Company's adjusted non-GAAP operating income is offset in the Company's other non-operating expense.

28. ACS is also uniquely positioned as the largest provider of managed services to the U.S. government, with multi-year contracts with over 1,700 federal, state, county and local governments. Given the unprecedented expansion of government at all levels to address the financial market crisis and spur economic recovery, ACS is supremely positioned to expand upon this class leadership and generate impressive future revenues. Even more critical, ACS is the preeminent provider of managed care billing and collection, an area that had been the focus of the on-going medical care overhaul. It is anticipated that up to \$20 billion could be spent to modernize and streamline medical care billing in order to eliminate the waste and overhead in the current system. Given its current government contracts and its skill in managed billing, ACS stands to receive the lion's share of this federal money. Thus, it is unsurprising that ACS's shareholders have shown confidence and stuck with the Company, in light of these remarkable growth opportunities. Unfortunately for shareholders, they will not get the opportunity to share in this upside given the announcement of the Proposed Acquisition.

29. Defendants announced the Proposed Acquisition on September 28, 2009 in a press release that disclosed, in pertinent part:

Xerox to Acquire Affiliated Computer Services

- ACS shareholders to receive \$63.11 per share in cash and Xerox stock

- Accelerates Xerox's growth in \$150 billion business process outsourcing market
- Creates \$22 billion global enterprise for document technology and business process management

NORWALK, Conn., and DALLAS, Sept. 28, 2009 – Xerox Corporation and Affiliated Computer Services, Inc. today announced a definitive agreement for Xerox to acquire ACS in a cash and stock transaction valued at \$63.11 per share or \$6.4 billion as of the closing price of Xerox stock on Sept. 25. This acquisition will transform Xerox into the leading global enterprise for document and business process management, and will accelerate its growth in an expanding market.

The world's largest diversified business process outsourcing (BPO) firm, ACS is a \$6.5 billion company with revenue growth of 6 percent and new business signings of \$1 billion in annual recurring revenue during its fiscal 2009.

"By combining Xerox's strengths in document technology with ACS's expertise in managing and automating work processes, we're creating a new class of solution provider," said Ursula M. Burns, Xerox chief executive officer. "A game-changer for Xerox, acquiring ACS helps us expand our business and benefit from stronger revenue and earnings growth.

"Xerox becomes a \$22 billion global company, of which \$17 billion is recurring revenue – a significant boost to our profitable annuity stream," she added. "The revenue we generate from services will triple from \$3.5 billion in 2008 to an estimated \$10 billion next year."

Under the terms of the agreement, ACS shareholders will receive a total of \$18.60 per share in cash plus 4.935 Xerox shares for each ACS share they own. In addition, Xerox will assume ACS's debt of \$2 billion and issue \$300 million of convertible preferred stock to ACS's Class B shareholder. On an adjusted earnings basis, the transaction is expected to be accretive in the first year.

"We're proud of our significant profitable growth over the past 20 years and our ability to manage our clients' operations with a global infrastructure and workforce," said Lynn Blodgett, president and chief executive officer, ACS. "We also know that for ACS to expand globally and differentiate our offerings through technology, we need a partner with tremendous brand strength and leading innovation. Xerox offers that and more to bring our business to the next level while strengthening theirs."

ACS's expertise is in managing paper-based work processes and providing specialized BPO and information technology services for industries that range from telecommunications, retail and financial services to healthcare, education and transportation. Business process outsourcing is estimated to be a \$150 billion market, growing at a rate of 5 percent per year. Through its multi-year contracts with

more than 1,700 federal, state, county and local governments, ACS is the largest provider of managed services to government entities in the United States.

"When ACS was founded, we had a vision of becoming a best-in-class company by working harder than our competitors. More than 20 years and 74,000 employees later, as the world's top BPO company, we have now found a partner to help us reach even greater heights," said Darwin Deason, founder and chairman of ACS." This is a tremendous outcome for our shareholders driven by the commitment of a strong management team and incredibly dedicated employees. At closing, I will become one of the combined company's largest individual shareholders, and I intend to remain a long-term investor because I could not be more optimistic about the future of the combined company."

With this acquisition, Xerox is confident it will achieve significant incremental revenue growth by leveraging Xerox's strong global brand and established client relationships to scale ACS's business in Europe, Asia and South America. In addition, Xerox will integrate its intellectual property with ACS's services to create new solutions for end-to-end support of customers' work processes.

Xerox expects to achieve annualized cost synergies that will increase to the range of \$300 million to \$400 million in the first three years following the close of the transaction. The synergies are primarily based on expense reductions related to public company costs, procurement and using ACS's expertise in back-office operations to handle some of Xerox's internal functions.

The transaction, which has been approved by the Xerox and ACS boards of directors and ACS special committee, is expected to close in the first quarter of 2010. ACS will operate as an independent organization and initially will be branded ACS, a Xerox Company. It will be led by Lynn Blodgett, who will report to Ursula Burns.

The acquisition is subject to customary closing conditions, including the receipt of domestic and foreign regulatory approvals and the approval of ACS and Xerox shareholders.

30. Noticeably absent from the press release is the deal premium that the Proposed Acquisition represented. This was clearly more than an accidental oversight as the market reacted less than favorably to the Proposed Acquisition by immediately punishing Xerox's stock. Indeed, given Xerox's closing price of \$7.68 on September 28, 2009, the deal premium shrank to a mere 19%, unacceptable by any measure for a company with ACS's potential.

31. Even without this steep drop in premium, the Proposed Acquisition as currently constituted does not adequately value ACS's market positioning. The Proposed Acquisition fails to

compensate shareholders for \$1.2 billion in synergies Xerox expects to receive from the combined company post-merger, nor does it account for the fact that the deal will be accretive to Xerox's earnings in the first year. ACS's shareholders must feel like it's *déjà vu* all over again, as the Proposed Acquisition values ACS at \$6.4 billion, a mere \$200 million more than ACS's shareholders resoundingly rejected in 2007 from Cerberus Capital Management. For purposes of comparison, ACS's revenues are up nearly 22% from 2006 to 2009, which makes Xerox's offer even less palatable.

32. Given all of these factors and the apparent lack of concern for shareholders' interests, defedants must be using some other calculus to support their approval of the Proposed Acquisition. In fact, there are significant benefits accruing to certain insiders pursuant to the Proposed Acquisition. Foremost, CEO Blodgett is being retained by Xerox to serve as the head of ACS within Xerox. Blodgett's professional self-interest is very well served by the fact that he is gaining upward corporate mobility in a company twice ACS's size, without any of the attendant individual reporting requirements. Similarly, as noted in the press release announcing the Proposed Acquisition "Xerox will . . . issue \$300 million of convertible preferred stock to ACS's Class B *shareholder*." This one shareholder is Chairman Deason who appears to be insulated (unlike shareholders) from the price drop in Xerox shares as his preferred shares will be valued at \$300 million regardless. Thus, the two most influential people in driving the Proposed Acquisition are getting a job and \$300 million, respectively, which casts the economics of the Proposed Acquisition in a much different light.

33. If the Proposed Acquisition is permitted to move forward, unchallenged, the Company's public shareholders will be denied the long-term benefits of the Company's current position as a leader in government and medical outsourcing. Under Delaware law, the Company's public shareholders deserve to receive the maximum value for their shares in the Proposed

Acquisition. The consideration reflected in the Proposed Acquisition, however, falls short and does not adequately value the Company's substantial assets, market position or the sizeable merger synergies that Xerox stands to gain if the Proposed Acquisition is consummated.

DEFENDANTS FAILED TO MAXIMIZE SHAREHOLDER VALUE

34. As a result of defendants' conduct, the Company's public shareholders have been and will continue to be denied the fair process and arm's-length negotiated terms to which they are entitled in a sale of their Company. In order to meet their fiduciary duties, the Individual Defendants are obligated to explore transactions that will maximize shareholder value, not structure a preferential deal for themselves that will allow them to reap benefits from, among other things, retained employment or preferential equity payments.

35. The consideration reflected in the Proposed Acquisition agreement does not reflect the true inherent value of the Company that was known only to the Individual Defendants, as directors and officers of ACS, at the time the Proposed Acquisition was announced because, among other things, it does not properly value ACS's market position or the substantial synergies Xerox stands to realize.

CLASS ACTION ALLEGATIONS

36. Plaintiff brings this action on its own behalf and as a class action on behalf of all holders of ACS stock who are being and will be harmed by defendants' actions described herein (the "Class"). Excluded from the Class are defendants herein and any person, firm, trust, corporation, or other entity related to or affiliated with any defendants.

37. This action is properly maintainable as a class action.

38. The Class is so numerous that joinder of all members is impracticable. According to the Company's Securities and Exchange Commission ("SEC") filings, there were more than 91 million shares of ACS common stock outstanding as of August 20, 2009.

39. There are questions of law and fact which are common to the Class and which predominate over questions affecting any individual Class member. The common questions include, *inter alia*, the following:

(a) whether the Individual Defendants have breached their fiduciary duties of undivided loyalty, independence or due care with respect to plaintiff and the other members of the Class in connection with the Proposed Acquisition;

(b) whether the Individual Defendants are engaging in self-dealing in connection with the Proposed Acquisition;

(c) whether the Individual Defendants have breached their fiduciary duty to secure and obtain the best price reasonable under the circumstances for the benefit of plaintiff and the other members of the Class in connection with the Proposed Acquisition;

(d) whether the Individual Defendants are unjustly enriching themselves and other insiders or affiliates of ACS;

(e) whether the Individual Defendants have breached any of their other fiduciary duties to plaintiff and the other members of the Class in connection with the Proposed Acquisition, including the duties of good faith, diligence, honesty and fair dealing; and

(f) whether plaintiff and the other members of the Class would be irreparably harmed were the transactions complained of herein consummated.

40. Plaintiff's claims are typical of the claims of the other members of the Class and plaintiff does not have any interests adverse to the Class.

41. Plaintiff is an adequate representative of the Class, has retained competent counsel experienced in litigation of this nature, and will fairly and adequately protect the interests of the Class.

42. The prosecution of separate actions by individual members of the Class would create a risk of inconsistent or varying adjudications with respect to individual members of the Class which would establish incompatible standards of conduct for the party opposing the Class.

43. Plaintiff anticipates that there will be no difficulty in the management of this litigation. A class action is superior to other available methods for the fair and efficient adjudication of this controversy.

44. Defendants have acted on grounds generally applicable to the Class with respect to the matters complained of herein, thereby making appropriate the relief sought herein with respect to the Class as a whole.

FIRST CAUSE OF ACTION

Claim for Breach of Fiduciary Duties Against the Individual Defendants

45. Plaintiff repeats and realleges each allegation set forth herein.

46. The Individual Defendants have violated the fiduciary duties of care, loyalty, candor, good faith and independence owed to the public shareholders of ACS, and have acted to put their personal interests ahead of the interests of the Company's shareholders.

47. By the acts, transactions and courses of conduct alleged herein, defendants, individually and acting as a part of a common plan, are attempting to unfairly deprive plaintiff and other members of the Class of the true value inherent in and arising from ACS.

48. The Individual Defendants have violated their fiduciary duties by entering ACS into the Proposed Acquisition contract without regard to the effect of the proposed transaction on the Company's shareholders.

49. As demonstrated by the allegations above, the Individual Defendants failed to exercise the care required, and breached their duties of loyalty, good faith, candor and independence owed to the shareholders of ACS because, among other reasons:

(a) they failed to take steps to maximize the value of ACS to its public shareholders and they took steps to cap the price of the Company's stock;

(b) they failed to properly value ACS and its various assets and operations, including its superior market position; and

(c) they ignored or did not protect against the numerous conflicts of interest resulting from the directors' own interrelationships or connection with the Proposed Acquisition.

50. Because the Individual Defendants dominate and control the business and corporate affairs of ACS, and are in possession of private corporate information concerning the Company's assets, business and future prospects, there exists an imbalance and disparity of knowledge and economic power between them and the public shareholders of ACS which makes it inherently unfair for them to pursue and recommend any proposed transaction wherein they will reap disproportionate benefits to the exclusion of maximizing stockholder value.

51. By reason of the foregoing acts, practices and course of conduct, the Individual Defendants have failed to exercise ordinary care and diligence in the exercise of their fiduciary obligations toward plaintiff and the other members of the Class.

52. Unless enjoined by this Court, the Individual Defendants will continue to breach their fiduciary duties owed to plaintiff and the Class, and may consummate the Proposed Acquisition

which will exclude the Class from its fair share of the Company's valuable assets and operations, and/or benefit defendants in the unfair manner complained of herein, all to the irreparable harm of the Class.

53. The Individual Defendants are engaging in self-dealing, are not acting in good faith toward plaintiff and the other members of the Class, and have breached and are breaching their fiduciary duties to the members of the Class.

54. As a result of the Individual Defendants' unlawful actions, plaintiff and the other members of the Class will be irreparably harmed in that they will not receive their fair portion of the value of the Company's assets and operations. Unless the Proposed Acquisition is enjoined by the Court, the Individual Defendants will continue to breach their fiduciary duties owed to plaintiff and the members of the Class, all to the irreparable harm of the members of the Class.

55. Plaintiff and the members of the Class have no adequate remedy at law. Only through the exercise of this Court's equitable powers can plaintiff and the Class be fully protected from the immediate and irreparable injury which defendants' actions threaten to inflict.

SECOND CAUSE OF ACTION

Aiding and Abetting the Individual Defendants' Breach of Fiduciary Duty Against Defendants ACS and Xerox

56. Plaintiff repeats and realleges each allegation set forth herein.

57. Defendants ACS and Xerox are sued herein as aiders and abettors of the breaches of fiduciary duties outlined above by the Individual Defendants, as members of the Board of ACS.

58. The Individual Defendants breached their fiduciary duties of good faith, loyalty and due care to the ACS shareholders by failing to:

- (a) take steps to maximize the value of ACS to its public shareholders;
- (b) properly value ACS and its various assets and operations; and

(c) protect against the numerous conflicts of interest resulting from the directors' own interrelationships or connection with the Proposed Acquisition.

59. Such breaches of fiduciary duties could not and would not have occurred but for the conduct of defendants ACS and Xerox, which, therefore, aided and abetted such breaches by entering into the Proposed Acquisition.

60. Defendants ACS and Xerox had knowledge that they were aiding and abetting the Individual Defendants' breaches of their fiduciary duties to the ACS shareholders.

61. Defendants ACS and Xerox rendered substantial assistance to the Individual Defendants in their breaches of their fiduciary duties to the ACS shareholders.

62. As a result of ACS and Xerox's conduct of aiding and abetting the Individual Defendants' breaches of fiduciary duties, plaintiff and the other members of the Class have been and will be damaged in that they have been and will be prevented from obtaining a fair price for their shares.

63. As a result of the unlawful actions of defendants ACS and Xerox, plaintiff and the other members of the Class will be irreparably harmed in that they will not receive fair value for ACS's assets and business and will be prevented from obtaining the real value of their equity ownership in the Company. Unless the actions of defendants ACS and Xerox are enjoined by the Court, they will continue to aid and abet the Individual Defendants' breaches of their fiduciary duties owed to plaintiff and the members of the Class, and will aid and abet a process that inhibits the maximization of shareholder value.

64. Plaintiff and the other members of the Class have no adequate remedy at law. Only through the exercise of this Court's equitable powers can plaintiff and the Class be fully protected from the immediate and irreparable injury which defendants' actions threaten to inflict.

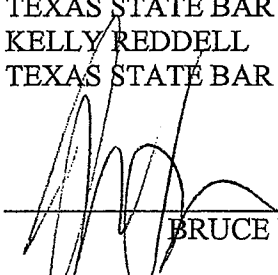
PRAYER FOR RELIEF

WHEREFORE, plaintiff demands injunctive relief, in its favor and in favor of the Class and against defendants as follows:

- A. Declaring that this action is properly maintainable as a class action;
- B. Declaring and decreeing that the Proposed Acquisition agreement was entered into in breach of the fiduciary duties of the Individual Defendants and that the Proposed Acquisition agreement is therefore unlawful and unenforceable;
- C. Enjoining defendants, their agents, counsel, employees and all persons acting in concert with them from consummating the Proposed Acquisition, unless and until the Company adopts and implements a procedure or process to obtain a merger providing the highest possible value for shareholders;
- D. Directing the Individual Defendants to exercise their fiduciary duties to obtain a transaction which is in the best interests of the Company's shareholders until the process for the sale or auction of the Company is completed and the best possible consideration is obtained for ACS;
- E. Rescinding, to the extent already implemented, the Proposed Acquisition agreement or any of the terms thereof;
- F. Awarding plaintiff the costs and disbursements of this action, including reasonable attorneys' and experts' fees; and
- G. Granting such other and further equitable relief as this Court may deem just and proper.

DATED: September 29, 2009

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Exhibit B



Coughlin Stoia Geller Rudman & Robbins LLP Announces Appointment as Lead Counsel in Affiliated Computer Services, Inc. ("ACS") Merger Litigation; Secures Modifications to the No-Shop Agreement Between ACS and Xerox Corporation

2009-10-26 20:40:05 -

Coughlin Stoia Geller Rudman & Robbins LLP ("Coughlin Stoia") announced today that on October 23, 2009, Coughlin Stoia was appointed lead counsel for the Texas state court actions challenging as unfair to shareholders the proposed merger between ACS (NYSE:ACS) and Xerox Corporation ("Xerox") (NYSE:XRX). Coughlin Stoia, along with Baron & Budd, is prosecuting the action on behalf of their client the City of St. Clair Shores Police and Fire Retirement System (the "Fund").

Coughlin Stoia's appointment as lead counsel was made just a few days after securing ACS's agreement to an "undertaking" that substantially modifies the existing no-shop provision in the pending merger agreement between ACS and Xerox. The modifications to the no-shop provision permit ACS and its representatives to supply confidential ACS information to potential bidders under substantially more relaxed parameters than were set forth in the merger agreement. The undertaking was approved and entered by Judge Sally Montgomery of the Dallas County Court at Law, on October 20, 2009. ACS agreed to the undertaking as a result of a motion for a temporary restraining order sought by Coughlin Stoia and Baron & Budd on behalf of the Fund.

The undertaking now permits legitimate potential acquirers access to confidential information if they: (i) execute a confidentiality agreement; and (ii) submit a proposal or indication of interest at or near the consideration offered by Xerox to the Company's Class A shareholders. The undertaking also provides that any proposal can be made expressly contingent on the completion of due diligence and obtaining financing commitments, and can be withdrawn or modified at any time. In addition, the undertaking permits ACS to discuss the procedure in the undertaking, as well as any proposals, with potential acquirers.

In addition to entering the undertaking, Judge Montgomery has also directed the parties to engage in expedited discovery in anticipation of an evidentiary hearing on the Fund's motion for a temporary and/or permanent injunction. The Fund's motion, which has been set for hearing on November 23, 2009, seeks to strike all the deal protection devices in the merger agreement, including the no-shop provision, a termination fee, a matching rights provision, a "force the vote" provision, and a voting agreement with ACS CEO Darwin Deason that pledges 44% of the Company's stock to vote in favor of the Xerox bid.

"This is a tremendous result for the Fund and the other public shareholders of ACS," stated Randall J. Baron, a Coughlin Stoia partner working on the matter. "This temporary arrangement addresses some of the primary concerns of the Fund and allows interested bidders a 'window' to make competing bids. We anticipate the remaining concerns will be similarly addressed soon."

Coughlin Stoia Geller Rudman & Robbins LLP
Darren J. Robbins,

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