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December 21, 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:

On behalf of all parties to the above-captioned matter, we are pleased to inform the Court that the parties have reached an agreement that satisfies plaintiffs that there is no need for a hearing in this matter in January, and which looks to a trial on the merits in the Spring. The parties' agreement is memorialized in a "Stipulation and [Proposed] Order," a copy of which is attached hereto. We respectfully request that the Court grant its approval of the Stipulation and Order by making it "So Ordered."

In accordance with the parties' agreement, we will be contacting the Court in order to obtain a trial date, and we will subsequently submit a proposed Scheduling Order that will establish the various pre-trial deadlines.

As always, the parties are available at the Court's convenience to answer any questions the Court might have.

Respectfully submitted,

*/s/ Cynthia A. Calder*

Cynthia A. Calder (DE Bar No. 2978)

CAC:pk

Enclosure

cc: Bruce Silverstein, Esquire (by electronic filing)  
Kenneth Nachbar, Esquire (by electronic filing)  
Kevin Abrams, Esquire (by electronic filing)  
Raymond DiCamillo, Esquire (by electronic filing)

**IN THE COURT OF CHANCERY OF THE STATE OF DELAWARE**

-----)  
**In re ACS SHAREHOLDER LITIGATION** ) **Consolidated C.A. No. 4940-VCP**  
-----)

**STIPULATION AND [PROPOSED] ORDER**

**WHEREAS**, on September 28, 2009, Affiliated Computer Services, Inc. (“ACS”) and Xerox Corporation (“Xerox”) announced that they had entered into a definitive merger agreement (the “Merger Agreement”), subject to stockholder approval, which provides for ACS to enter into a merger transaction (the “Merger”) in which the shares of ACS Class A Common Stock and ACS Class B Common Stock will be extinguished and converted into the right to receive the consideration specified in the Merger Agreement; and

**WHEREAS**, two actions were filed in this Court, which the Court consolidated on October 7, 2009 under the caption *In re ACS Shareholder Litigation*, Consolidated C.A. No. 4940-VCP (the “Action”); and

**WHEREAS**, on October 22, 2009, the Court issued an order certifying a class of ACS shareholders (the “Class”), appointing New Orleans Employees’ Retirement System, The Federated Kaufmann Fund, The Federated Kaufmann Growth Fund, and The Federated Kaufmann Fund II as Class Representatives, and appointing the law firms of Bernstein Litowitz Berger & Grossmann LLP, Lowey Dannenberg Cohen & Hart, P.C., and Grant & Eisenhofer, P.A. as co-lead counsel for the class (“Co-Lead Class Counsel”); and

**WHEREAS**, class plaintiffs filed an amended complaint on December 11, 2009, alleging, among other things, that defendant Darwin Deason (“Mr. Deason”), the Chairman, founder and largest shareholder of ACS, violated the ACS Charter, violated his fiduciary duty of loyalty, and harmed the ACS public shareholders by demanding that Xerox pay him an incremental premium for his Class B shares over the consideration to be paid to the Class A

shareholders, in the form of, among other things, a convertible preferred security that Class Representatives contend is worth over \$300 million; and

**WHEREAS**, Defendants deny that there has been or will be any violation of the ACS Charter, deny that any Defendant has violated any fiduciary duties, and deny that any Defendant aided and abetted any such violation, and generally deny the Plaintiffs' allegations;

**WHEREAS**, on December 13, 2009, plaintiffs and all defendants other than Mr. Deason entered into a Stipulation (approved by the Court on December 16, 2009), which provides, inter alia, that plaintiffs agree not to seek to enjoin any stockholder vote on the closing of the Merger, or take any action for the purpose of preventing or delaying the closing of the Merger; provided, however, that the Stipulation did not preclude plaintiffs from seeking other relief at the hearing that had previously been scheduled to begin on January 13, 2010, including in particular an equitable set aside or constructive trust with respect to some or all of the consideration to be received by Mr. Deason in the Merger, with respect to which motion the defendants reserved the right to oppose; and

**WHEREAS**, the parties have reached an agreement (set forth below) that satisfies plaintiff that there is no need for the Court to hold a hearing on January 13 and 14, 2010.

NOW, THEREFORE, the undersigned parties (the "Parties"), by and through their counsel, hereby STIPULATE and AGREE as follows:

1. As set forth in the Undertaking attached hereto as Exhibit A, unless the Action should be dismissed or settled prior to the date the 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, Mr. Deason (through his counsel) will provide Co-Lead Class Counsel twenty (20) business days' written notice prior to selling, transferring, hypothecating, pledging or

otherwise entering into any agreement by which Mr. Deason will cease to have direct control over any of the Xerox convertible preferred stock he will receive in connection with the consummation of the Merger (a "Disposition Notice").

2. Plaintiffs agree to withdraw any pending motion and refrain from filing any motion for interim or other pre-trial equitable relief pertaining to the Merger or Mr. Deason's receipt of any consideration in connection with the Merger.

3. If Mr. Deason should provide Co-Lead Class Counsel with a Disposition Notice, plaintiffs 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 Mr. Deason and other defendants reserve the right to oppose any such application.

4. Promptly following the execution of this Stipulation, the parties shall jointly request that the Court of Chancery schedule a trial to be held in May of 2010. If the Court does not have availability in May 2010, the parties agree to jointly request that the trial be scheduled according to the Court's availability in late April or early June of 2010. The parties shall also jointly inform the Court of Chancery that there is no need for a hearing on January 13 or 14, 2010. The parties will confer in the first week of January of 2010, to negotiate a schedule leading to a trial on the merits on such dates as the Court shall schedule for the trial.

5. All obligations of all parties under the scheduling order entered by the court on October 7, 2009 and under any other scheduling agreement by or among any of the parties are extinguished, except that outstanding discovery requests shall remain pending until the Court's entry of a revised scheduling order as contemplated in paragraph 4, above.

Dated: December 21, 2009

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Dated: December 21, 2009

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*Attorneys for Lynn R. Blodgett, Robert Allen  
Druskin and Affiliated Computer Services,  
Inc.*

SO ORDERED this \_\_\_\_ day of December, 2009.

\_\_\_\_\_  
Vice Chancellor

Exhibit A  
to  
Stipulation and Proposed Order

IN THE COURT OF CHANCERY OF THE STATE OF DELAWARE

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In re ACS SHAREHOLDER LITIGATION ) Consolidated C.A. No. 4940-VCP  
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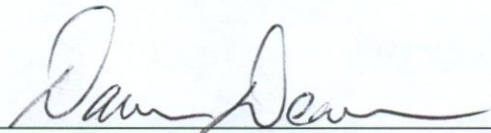
UNDERTAKING

STATE OF TEXAS

COUNTY OF DALLAS


I, Darwin Deason, being first sworn do depose, say and agree as follows:

Unless the above captioned Action<sup>1</sup> should be dismissed or settled prior to the Decision Date, from the date of the consummation of the Merger through the Decision Date, I (through my counsel) will provide Co-Lead Class Counsel twenty (20) business days' written notice prior to selling, transferring, hypothecating, pledging or otherwise entering into any agreement by which I will cease to have direct control over any of the Xerox convertible preferred stock I will receive in connection with the consummation of the Merger.

  
\_\_\_\_\_  
Darwin Deason

Subscribed and sworn to before me, a Notary Public in and for said County and State, this 21<sup>st</sup> day of December, 2009.



  
\_\_\_\_\_  
Name

My commission expires the 27 day of June, 2012.

<sup>1</sup> Unless otherwise defined herein, all capitalized terms shall have the meaning set forth in the Stipulation signed by my counsel on the same date as this Undertaking.