

UNITED STATES DISTRICT COURT
NORTHERN DISTRICT OF TEXAS
DALLAS DIVISION

In re AFFILIATED COMPUTER SERVICES ERISA LITIGATION)
)
THIS DOCUMENT RELATES TO:)
ALL ACTIONS)

MASTER FILE NO.
3:06-CV-1592-M

AMENDED NOTICE OF CLASS ACTION SETTLEMENT, SETTLEMENT FAIRNESS HEARING, AND MOTION FOR ATTORNEYS FEES AND REIMBURSEMENT OF ATTORNEY EXPENSES

TO THE FOLLOWING "SETTLEMENT CLASS":

All participants in the ACS Savings Plan (the "Plan") for whose individual accounts the Plan purchased and/or held shares of ACS common stock (whether in the form of shares of common stock or units of the ACS Stock Fund) at any time during the Class Period (July 1, 2001, through December 20, 2007).

PLEASE READ THIS NOTICE CAREFULLY. A FEDERAL COURT AUTHORIZED THIS NOTICE. THIS IS NOT A SOLICITATION.

The Court has preliminarily approved a proposed settlement (the "Settlement") of a class action lawsuit, *In re Affiliated Computer Services ERISA Litigation*, Master File No. 3:06-CV-1592-M (the "Action"), brought under the Employee Retirement Income Security Act of 1974 (ERISA). The Settlement is with Affiliated Computer Services, Inc. ("ACS"), and the ACS Administrative Committee (the "Committee") (collectively, the "Defendants") in the Action and would release Defendants and related parties from any claims filed against them.

On April 14, 2008, a Notice of Class Action Settlement, Settlement Fairness Hearing, and Motion for Attorney Fees and Reimbursement of Attorney Expenses (the "Initial Notice") was mailed to all individuals who held ACS stock in the Plan from December 31, 1998, through December 20, 2007, notifying those individuals that they were potential members of the Settlement Class. Because you received the Initial Notice, you are receiving this Amended Notice of Class Action Settlement, Settlement Fairness Hearing, and Motion for Attorney Fees and Reimbursement of Attorney Expenses (the "Amended Notice" or "Notice").

The Initial Notice defined the Settlement Class to include "[a]ll participants in the ACS Savings Plan (the 'Plan') for whose individual accounts the Plan purchased and/or held shares of ACS common stock (whether in the form of shares of common stock or units of the ACS Stock Fund) at any time during the Class Period (December 31, 1998, through December 20, 2007)." In order to calculate the amount possibly due each member of the Settlement Class as defined in the Initial Notice, it would be necessary to obtain the starting and ending value of each participant's investment in ACS stock as well as the amount of ACS stock purchased and sold by each participant during the relevant time frame. Despite reasonable efforts, Defendants were unable to obtain all necessary information for participants who held ACS stock in their Plan account before July 1, 2001. Accordingly, the Parties have agreed to redefine the class period to begin on July 1, 2001.

If your account was invested in ACS stock on or after December 31, 1998, but no longer invested in ACS stock on or before June 30, 2001, you are no longer eligible to participate in the Settlement. This means that you will not receive any payment from the Settlement. However, you also will not release any claims you might have against any of the Defendants. If your account was invested in ACS stock on or before June 30, 2001, and remained invested in ACS stock on or after July 1, 2001, you remain eligible to participate in the Settlement. However, all calculations concerning any amount you or any other participant may be due will be made using an account balance beginning no earlier than July 1, 2001.

This Amended Notice contains summary information with respect to the Settlement. The terms and conditions of the Settlement are set forth in an Amended Stipulation of Settlement (the "Amended Stipulation of Settlement" or "Stipulation of Settlement"). Capitalized terms used in this Notice but not defined in this Notice have the meanings assigned to them in the Amended Stipulation of Settlement or the Order Preliminarily Approving Settlement. The Amended Stipulation of Settlement, and additional information with respect to the Action and the Settlement, is available at <http://www.ssbny.com> or from Class Counsel listed below.

If the Court issues final approval of the Settlement, Defendants will cause the payment of *One Million Five Hundred Thousand U.S. Dollars* (\$1,500,000.00) into an Escrow Account, from which the Net Settlement Amount will be allocated to the Plan accounts of Members of the Settlement Class defined above.

The Court has scheduled a hearing concerning final approval of the Settlement and Class Counsel's motion for attorney fees and expenses and for compensation to the Plaintiffs (the "Fairness Hearing"). That hearing, before the Honorable Barbara M.G. Lynn, is scheduled on October 23, 2008, at 8:00 a.m. in Courtroom 1570 at the United States Courthouse, 1100 Commerce Street, Dallas, Texas 75242. If approved, the Settlement will bind you as a Member of the Settlement Class. You may appear at this hearing and/or object to the Settlement. Any objections to the Settlement or the motion for attorney fees and expenses must be served in writing on the Court and the Parties' counsel. More information about the hearing and how to object is explained on Pages 5 and 6 of this Notice.

PLEASE READ THIS NOTICE CAREFULLY AND COMPLETELY. IF YOU ARE A MEMBER OF THE SETTLEMENT CLASS TO WHOM THIS NOTICE IS ADDRESSED, THE SETTLEMENT WILL AFFECT YOUR RIGHTS. YOU ARE NOT BEING SUED IN THIS MATTER. YOU NEED NOT APPEAR IN COURT, AND YOU DO NOT NEED TO HIRE AN ATTORNEY IN THIS CASE. IF YOU ARE IN FAVOR OF THE SETTLEMENT, YOU DO NOT NEED TO DO ANYTHING. IF YOU DISAPPROVE, YOU MAY OBJECT TO THE SETTLEMENT PURSUANT TO THE PROCEDURES DESCRIBED BELOW.

YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT

You May Choose to Do Nothing.

No Action Is Necessary to Receive Payment.

If the Settlement is approved by the Court and you are a Member of the Settlement Class, you will not need to do anything to receive a payment. If you are a current Plan participant and are authorized to receive a payment, the Plan's record keeper will deposit the payment into your Plan account in the manner you designate for Plan contributions.

	If you are a Member of the Settlement Class and are no longer a participant in the Plan, a Plan account will be created for you. Your Settlement proceeds will be deposited into that account.
You Can Object (postmarked by October 8, 2008).	You can write to the Court if you don't like the Settlement.
You Can Go to a Hearing (on October 23, 2008).	You can ask to speak in Court about the fairness of the Settlement.

These rights and options—and the deadlines to exercise them—are explained in this Notice.

The Court in charge of this case still has to decide whether to approve the Settlement. Payments will be made only if the Court approves the Settlement and that approval is upheld in the event of any appeals.

Further information regarding the litigation and this Notice may be obtained by contacting Class Counsel listed below:

Thomas J. McKenna, Esq.
GAINEY & MCKENNA
295 Madison Avenue, 4th Floor
New York, NY 10017
Telephone (212) 983-1300

Edwin J. Mills, Esq.
STULL, STULL & BRODY
6 East 45th Street
New York, NY 10017
Telephone (212) 687-7230
ssbny@aol.com

WHAT THIS NOTICE CONTAINS

SUMMARY OF CASE..... 2

SUMMARY OF SETTLEMENT 2

STATEMENT OF POTENTIAL OUTCOME OF THE ACTION..... 3

STATEMENT OF ATTORNEY FEES AND EXPENSES SOUGHT IN THE ACTION 3

STATEMENT REGARDING FEES AND EXPENSES INCURRED BY THE INDEPENDENT FIDUCIARY 3

WHAT WILL THE PLAINTIFFS GET? 3

BASIC INFORMATION 3

 Why did I get this Amended Notice?..... 3

 What is the lawsuit about? 3

 Why is this case a class action? 3

 Why is there a settlement? 3

WHO IS IN THE SETTLEMENT? 4

 How do I know whether I am part of the Settlement? 4

 Are there exceptions to being included? 4

 Who is NOT a Member of the Settlement Class? 4

THE SETTLEMENT BENEFITS—WHAT YOU GET..... 4

 What does the Settlement provide?..... 4

 How much will my payment be? 4

 How may I get a payment? 4

 When would I get my payment? 5

EXCLUDING YOURSELF FROM THE SETTLEMENT 5

 May I exclude myself from the Settlement? 5

THE LAWYERS REPRESENTING YOU..... 5

 Do I have a lawyer in the case?..... 5

 How will the lawyers be paid?..... 5

OBJECTING TO THE SETTLEMENT OR THE ATTORNEY FEES..... 5

 How do I tell the Court that I do not like the Settlement?..... 5

THE COURT'S FAIRNESS HEARING 5

 When and where will the Court decide whether to approve the Settlement?..... 6

 Do I have to come to the hearing? 6

 May I speak at the hearing? 6

IF YOU DO NOTHING..... 6

 What happens if I do nothing at all? 6

GETTING MORE INFORMATION 6

 Are there more details about the Settlement? 6

 How do I get more information?..... 6

SUMMARY OF CASE

As described in more detail below and in the Plaintiffs' Second Amended Consolidated Class Action Complaint, this Action concerns allegations that Defendants breached fiduciary duties owed to participants and beneficiaries in the Plan during the Class Period. Defendants deny the allegations. Copies of Plaintiffs' Second Amended Consolidated Class Action Complaint and documents related to the Settlement are available at <http://www.ssbny.com>.

SUMMARY OF SETTLEMENT

Defendants will cause to be deposited into an Escrow Account *One Million Five Hundred Thousand U.S. Dollars* (\$1,500,000.00) in cash. After payment of attorney fees and expenses, Plaintiffs' Case Contribution Award, expenses of providing the Initial Notice, and settlement administration expenses, the amount remaining in the Escrow Account (the "Net Settlement Amount") shall be allocated among Members of the Settlement Class according to a Plan of Allocation to be approved by the Court. Defendants also have agreed to certain equitable remedies, explained in more detail later in this Notice.

STATEMENT OF POTENTIAL OUTCOME OF THE ACTION

Class Counsel believe that the claims against Defendants are well-grounded in law and fact, and that breaches of fiduciary duty under ERISA occurred in this case. However, as with any litigated case, the Settlement Class would face an uncertain outcome if the Action were to continue against Defendants in the Action. Continued litigation of the Action could result in a judgment or verdict greater or less than the recovery under the Stipulation of Settlement, or in no recovery at all. Class Counsel have also taken into account the availability of insurance. In evaluating the Settlement, Class Counsel have considered the range of possible recoveries if the claims against Defendants were adjudicated rather than settled.

Class Counsel believe that this Settlement reflects a reasonable compromise in light of the range of possible outcomes. Class Counsel believe that the Settlement is preferable to continued litigation, and is in the best interests of the Settlement Class because the Settlement provides certainty to the Settlement Class with respect to the amount of recovery and should result in the recovery actually being realized substantially prior to the time it would be were the case successfully litigated to a conclusion.

Throughout this litigation, Defendants have denied and continue to deny the claims and contentions alleged by Plaintiffs. Nevertheless, Defendants have concluded that it is desirable that the Action be fully and finally settled as to them and the other Released Persons under the terms and conditions set forth in the Stipulation of Settlement. The Court has not ruled in favor of either side. Both sides agreed to the Settlement to ensure a resolution and avoid the cost and risk of further litigation.

STATEMENT OF ATTORNEY FEES AND EXPENSES SOUGHT IN THE ACTION

Class Counsel in the Action will submit a fee petition to the Court in which they will ask the Court to award them attorney fees not in excess of 33-1/3% of the amount recovered in the Settlement, plus reimbursement of costs and expenses. Fees and expenses awarded by the Court will be deducted from the Settlement Amount.

STATEMENT REGARDING FEES AND EXPENSES INCURRED BY THE INDEPENDENT FIDUCIARY

An Independent Fiduciary is evaluating the Settlement and will be asked to authorize the Settlement on behalf of the Plan. Defendants will pay the fees and expenses incurred by the Independent Fiduciary (including fees and expenses incurred by consultants, attorneys, and other professionals retained or employed by the Independent Fiduciary) in the course of evaluating and authorizing the Settlement on behalf of the Plan. No fees or expenses incurred or invoiced by the Independent Fiduciary will be paid out of the Escrow Account.

WHAT WILL THE PLAINTIFFS GET?

The Plaintiffs will receive \$5,000 each as a Case Contribution Award. Additionally, the Plaintiffs will share in the allocation of the money paid to the Plan on the same basis and to the same extent as all other Members of the Settlement Class. However, Defendants and Releasees will not share in the allocation.

BASIC INFORMATION

Why did I get this Amended Notice?

You or someone in your family is or may have been a participant in the Plan. The Court ordered this Amended Notice to be sent to you because, if you fall within that group, you have a right to know about the Settlement and about all of your options before the Court decides whether to approve the Settlement. If the Court approves the Settlement, and after any objections and appeals are resolved, the net amount of the Settlement Fund will be paid to the Plan and then allocated among Members of the Settlement Class according to a Court-approved Plan of Allocation. This Amended Notice package describes the litigation, the Settlement, your legal rights, what benefits are available, who is eligible for them, and how to get them.

The Court in charge of the consolidated cases that make up this Action is the United States District Court for the Northern District of Texas. The individuals who sued are called "Plaintiffs," and the people/entities they sued are called "Defendants." The legal action that is the subject of this Notice and the Settlement is known as *In re Affiliated Computer Services ERISA Litigation*, Master File No. 3:06-CV-1592-M (the "Action").

What is the lawsuit about?

The Action claims that Defendants were fiduciaries of the Plan and violated fiduciary duties under ERISA that they owed to participants and beneficiaries of the Plan. In the Second Amended Consolidated Class Action Complaint, Plaintiffs have asserted causes of action for the losses suffered by the Plan as the result of the alleged breaches of fiduciary duty by Defendants.

Portions of the accounts of participants in the Plan were invested in ACS stock. The Action alleges that the Plan's fiduciaries, including certain of ACS's current and/or former officers and directors, failed to act appropriately when the Plan's holdings of ACS stock allegedly became an imprudent investment. Defendants deny any wrongdoing and/or that the ACS Stock Fund was an imprudent investment.

Why is this case a class action?

In a class action, one or more plaintiffs, called class representatives, sue on behalf of a large number of people who have similar claims. All of the individuals on whose behalf the class representatives are suing are "Class Members." One court resolves the issues for all Class Members. In its order setting the Fairness Hearing, the Court preliminarily certified the Settlement Class in the Action.

The class representatives in the Action are Terri Siméon and Kyle Burke, who were participants in the Plan during the Class Period, and are referred to in this Notice as the "Plaintiffs."

Why is there a settlement?

The Court has not reached any final decision in connection with Plaintiffs' claims against Defendants. Instead, Plaintiffs and Defendants have agreed to a Settlement. In reaching the Settlement, they have avoided the cost, risks, time, and disruption of prolonged litigation and trial.

Class Counsel believes that the Settlement is the best option for the Settlement Class Members. The reasons they believe this to be so are described above in the section entitled "Statement of Potential Outcome of the Action."

WHO IS IN THE SETTLEMENT?

To see if any of the proceeds of this Settlement will be allocated to your Plan account, you first must determine whether you are a Member of the Settlement Class.

How do I know whether I am part of the Settlement?

The Court has conditionally certified that this Settlement shall proceed on behalf of everyone who, subject to certain exceptions identified below, fits the following description:

All participants in the ACS Savings Plan (the "Plan") for whose individual accounts the Plan purchased and/or held shares of ACS common stock (whether in the form of shares of common stock or units of the ACS Stock Fund) at any time during the Class Period (July 1, 2001, through December 20, 2007).

Excluded from the Settlement Class are: Defendants and Releasees, as defined in the Stipulation of Settlement; and, any legal representatives, heirs, predecessors, and assigns of Defendants or Releasees.

Are there exceptions to being included?

All Plan participants described above are members of the Settlement Class ("Members of the Settlement Class") with the exception of the Defendants or Releasees and any legal representatives, heirs, predecessors, and assigns of Defendants or Releasees.

Who is NOT a Member of the Settlement Class?

The Initial Notice indicated that Plan participants for whose individual accounts the Plan purchased and/or held shares of ACS common stock at any time during the timeframe covering December 31, 1998, through June 30, 2001, were Members of the Settlement Class. However, because the Defendants were unable to gather all information needed to calculate those individuals' account balances, those individuals are no longer included in the Settlement Class. Although not included in the Settlement Class, those individuals are not harmed because they are not releasing any individual claims they may have had against the Defendants.

THE SETTLEMENT BENEFITS—WHAT YOU GET

What does the Settlement provide?

On or about January 9, 2008, *One Million Five Hundred Thousand U.S. Dollars* (\$1,500,000.00) in cash was paid into an interest-bearing Escrow Account. The net amount in the Escrow Account, after payment of Court-approved attorney fees, payment of the Plaintiffs' Case Contribution Award, the expenses of providing the Initial Notice, and settlement administration fees and expenses, will be allocated to the Plan accounts of Members of the Settlement Class according to a Plan of Allocation to be approved by the Court if and when the Court enters an order finally approving the Settlement. Additionally, Defendants have agreed to the following equitable remedies: (a) through December 20, 2010, ACS agrees that matching contributions shall be paid to the Plan in cash and allocated pursuant to the Plan participants' investment directions, including, where applicable, directions to invest in the ACS Stock Fund; (b) through December 31, 2010, ACS shall add to its annual notice to the Plan's participants concerning diversification and the risks associated with overconcentration of investments, a statement reminding participants that the ACS Stock Fund is a nondiversified investment in a single security (ACS stock) and, therefore, involves more risk than a diversified investment option; and (c) within six months of final approval, ACS shall send a letter to all Plan participants whose accounts are invested solely in the ACS Stock Fund reminding those participants of the heightened risks involved in investing in an undiversified investment such as the ACS Stock Fund.

How much will my payment be?

Under Plaintiffs' proposed Plan of Allocation (which is subject to the Court's approval), your share of the Net Settlement Amount will depend on the investment in ACS stock in your Plan account during the Class Period. Each Member of the Settlement Class's share of the Net Settlement Amount will be determined according to the following formula:

- A. **Your Net Loss.** For the purpose of the allocation methodology, it is the total of the dollar value of your holdings in the ACS Stock Fund ("ACS Fund") at the beginning of the Class Period (July 1, 2001) plus (+) the dollar value of units you purchased in the ACS Fund during the Class Period minus (-) the dollar value of units you sold or withdrew from the ACS Fund during the Class Period minus (-) the dollar value of your holdings in the ACS Fund at the end of the Class Period (December 20, 2007).
- B. **Your Net Loss Percentage.** Your net loss percentage will be determined by dividing your net loss by the total net loss of all Members of the Settlement Class.
- C. **Your Share of the Net Settlement Amount.** Your net loss percentage will determine the dollar value of your share, if any, of the Net Settlement Amount. Your share will be your net loss percentage multiplied by the Net Settlement Amount. But no Member of the Settlement Class who is entitled to a share or allocation of the Net Settlement Amount will receive less than \$20.

The Court will be asked to approve a more detailed statement of the Plan of Allocation, a copy of which is available along with other settlement documents at <http://www.ssbny.com>.

Defendants and Releasees, as defined in the Stipulation of Settlement, to the extent they were a participant in the Plan at any time during the Class Period, will be excluded from the Plan of Allocation.

Your share of the Net Settlement Amount may be less than your actual losses. **You are not responsible for calculating the amount you may be entitled to receive under the Settlement.** This calculation will be done as part of the implementation of the Settlement. **Do not worry if you do not have records concerning your Plan account.** If you are entitled to a share of the Net Settlement Amount, you will receive a statement from the Plan's record keeper or administrator showing the amount of your share. If you have questions regarding the Settlement or the Plan of Allocation, please contact the counsel listed on Page 6 of this Notice.

How may I get a payment?

You do **not** need to file a claim for recovery.

If you are a current Plan participant and are authorized to receive a payment, it will be deposited into your Plan account in the manner you designate for Plan contributions. If you are a Member of the Settlement Class and no longer are a participant in the Plan, your Settlement proceeds will be deposited into an account established by the Plan administrator and you will be contacted with further information on how to access this account.

When would I get my payment?

The balance of the Escrow Account (the Net Settlement Amount) will be paid to the Plan and allocated to the accounts of Members of the Settlement Class pursuant to the Plan of Allocation as soon as possible after final approval has been obtained for the Settlement (which includes exhaustion of any appeals). Any appeal of the final approval may take a year or more. Please be patient.

There Will Be No Payments if the Settlement Is Terminated

The Stipulation of Settlement may be terminated on several grounds, including (1) if the Court does not approve the Settlement or materially modifies it before such date, (2) if the Independent Fiduciary hired to evaluate the Settlement does not approve it, or (3) if the Court's order approving the Settlement is reversed or modified on appeal. The Stipulation of Settlement describes other conditions in which the Settlement may be terminated. In the event any of these conditions occur, there will be no settlement payment made, and the litigation against Defendants will resume.

EXCLUDING YOURSELF FROM THE SETTLEMENT

May I exclude myself from the Settlement?

In some class actions, class members have the opportunity to exclude themselves from the Settlement. This is sometimes referred to as "opting out" of the Settlement. **Because of the way ERISA operates, you do not have the right to exclude yourself from the Settlement in this case.** The case was preliminarily certified under Federal Rule of Civil Procedure 23(b)(1) as a "non-opt out" class. Breach of fiduciary duty claims must be brought by participants on behalf of the Plan, and any judgment or resolution necessarily applies to all Plan participants and beneficiaries. As such, it is not possible for any participants or beneficiaries to exclude themselves from the benefits of the Settlement. **Therefore, you will be bound by any judgments or orders that are entered in this Action, and if the Settlement is approved, you will be deemed to have released the Defendants from any and all claims that were or could have been asserted in this case on your behalf or on behalf of the Plan or otherwise included in the release in the Settlement, other than your right to obtain the relief provided to you, if any, by the Settlement.**

Although you cannot opt out of the Settlement, you may object to the Settlement and ask the Court not to approve the Settlement. See question "How do I tell the Court that I do not like the Settlement?" below.

THE LAWYERS REPRESENTING YOU

Do I have a lawyer in the case?

The Court has preliminarily designated Gainey & McKenna of New York, New York, and Stull, Stull & Brody of New York, New York, as Co-Lead Class Counsel for the Settlement Class. If you want to be represented by your own lawyer, you may hire one at your own expense.

How will the lawyers be paid?

Class Counsel have pursued this action on a contingent basis and will file a motion for the award of attorney fees and expenses. This motion will be considered at the Fairness Hearing. As previously described, Class Counsel will seek attorney fees not in excess of 33-1/3% of the amount recovered in the Settlement, plus reimbursement of costs and expenses. Fees and expenses awarded by the Court will be deducted from the Settlement Amount.

OBJECTING TO THE SETTLEMENT OR THE ATTORNEY FEES

You can tell the Court that you do not agree with the Settlement or some part of it.

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

If you are a Member of the Settlement Class, you may object to the Settlement if you do not like any part of it. You can give reasons why you think the Court should not approve the Settlement. The Court will consider your views. To object, you must send a letter or other written filing saying that you object to the Settlement. Be sure to include the following case caption and notation: "*In re Affiliated Computer Services ERISA Litigation*, Master File No. 3:06-CV-1592-M." In addition, your objection must also include your name, address, telephone number, signature, and the reasons you object to the Settlement. **Mail the objection to each of the addresses identified below postmarked no later than October 8, 2008. You must mail your objection by this date. If you fail to do so, the Court will not consider your objection.** If you plan to speak at the Fairness Hearing, you must send a Notice of Intention to Appear along with your objection, as described below.

Court	Class Counsel		Defendants' Counsel
Clerk of the United States District Court Northern District of Texas 1100 Commerce Street, Room 1452 Dallas, TX 75242	Thomas J. McKenna, Esq. GAINEY & MCKENNA 295 Madison Avenue, 4th Floor New York, NY 10017	Edwin J. Mills, Esq. STULL, STULL & BRODY 6 East 45th Street New York, NY 10017	H. Douglas Hinson, Esq. Sean K. McMahan, Esq. ALSTON & BIRD LLP One Atlantic Center 1201 West Peachtree Street Atlanta, GA 30309

Again, all papers submitted must include the case number, 3:06-CV-1592-M, on the front page.

THE COURT'S FAIRNESS HEARING

The Court will hold a hearing to decide whether to approve the Settlement. You may attend and you may ask to speak, but it is not necessary.

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

The Court will hold a Fairness Hearing to decide whether to approve the Settlement as fair, reasonable, and adequate. You may attend the Fairness Hearing, and you may ask to speak, but you do not have to attend. The Court will hold the Fairness Hearing at 8:00 a.m. on October 23, 2008, in Courtroom 1570 at the United States Courthouse, 1100 Commerce Street, Dallas, Texas 75242. At that hearing, the Court will consider whether the Settlement is fair, reasonable, and adequate. If there are objections, the Court will consider them. After the Fairness Hearing, the Court will decide whether to approve the Settlement. The Court will also rule on the motions for attorney fees and expenses.

Do I have to come to the hearing?

No, but you are welcome to come at your own expense. If you send an objection, you do not have to come to Court to voice your objection in person. As long as you mail your written objection on time, the Court will consider it when determining whether to approve the Settlement as fair, reasonable, and adequate. You also may pay your own lawyer to attend the Fairness Hearing, but attendance is not necessary.

May I speak at the hearing?

If you are a Member of the Settlement Class, you may ask the Court for permission to speak at the Fairness Hearing. To do so, you must send a letter or other paper called a "Notice of Intention to Appear in *In re Affiliated Computer Services ERISA Litigation*, Master File No. 3:06-CV-1592-M." Be sure to include your name, address, telephone number, and your signature. Your Notice of Intention to Appear must be postmarked no later than October 8, 2008, and be sent to the Clerk of the Court, Class Counsel, and Defendants' Counsel at the addresses listed above.

IF YOU DO NOTHING

What happens if I do nothing at all?

If you do nothing and you are a Member of the Settlement Class, you will participate in the Settlement of the Action as described above in this Notice if the Settlement is approved.

GETTING MORE INFORMATION

Are there more details about the Settlement?

This Amended Notice summarizes the proposed Settlement. The complete Settlement is set forth in the Amended Stipulation of Settlement. You may obtain a copy of the Amended Stipulation of Settlement by making a written request to the counsel listed on Page 2 above. Copies may also be obtained at <http://www.ssbny.com>.

How do I get more information?

You may contact Class Counsel (see counsel listed on Page 2) or visit the Web site at <http://www.ssbny.com> for more information regarding the Settlement. In addition, Class Counsel have also established a toll-free phone number to receive your comments and questions, (800) 526-8244, and may also be contacted via e-mail at: info@ACSERISASettlement.com.

DATED: JULY 17, 2008 BY ORDER OF THE UNITED STATES DISTRICT COURT, NORTHERN DISTRICT OF TEXAS, DALLAS DIVISION

QUESTIONS? PLEASE CALL (800) 526-8244 OR VISIT [HTTP://WWW.SSBNY.COM](http://www.ssbny.com). DO NOT CALL THE COMPANY OR THE COURT AS THEY CANNOT ANSWER YOUR QUESTIONS

PAGE 6 OF 6