

IN THE UNITED STATES DISTRICT COURT
FOR THE DISTRICT OF NEBRASKA

DESERT ORCHID PARTNERS, L.L.C.,)
individually and on behalf of all others)
similarly situated,)
)
Plaintiff,)

8:02CV553

v.)

TRANSACTION SYSTEMS)
ARCHITECTS, INC., WILLIAM E.)
FISCHER, GREGORY J. DUMAN,)
DWIGHT G. HANSON, DAVID C.)
RUSSELL, and EDWARD FUXA)
)
Defendants.)

NANCY ROSEN, individually and on)
behalf of all others similarly situated,)
)
Plaintiff,)

8:02CV561

v.)

TRANSACTION SYSTEMS)
ARCHITECTS, INC., WILLIAM E.)
FISCHER, GREGORY J. DUMAN)
DWIGHT G. HANSON, DAVID C.)
RUSSELL, and EDWARD FUXA,)
)
Defendants.)

FINAL JUDGMENT AND ORDER OF DISMISSAL

Pursuant to the Memorandum and Order entered this date, the court finds as follows:

A. Lead Plaintiff Genesee County Employees' Retirement System, on behalf of itself and the Class, and Defendants Transaction Systems Architects, Inc. ("TSA"), William E. Fisher, Gregory J. Duman, Dwight G. Hanson, David C. Russell, and Edward Fuxa

(collectively, "Defendants") have entered into a Settlement of the claims asserted in the Action, the terms of which are set forth in a Stipulation of Settlement dated November 7, 2006 (the "Settlement Agreement"), Filing Nos. 350 in 8:02CV553 and 392 in 8:02CV561;

B. This Court entered an Order Preliminarily Approving Settlement and Providing for Notice to the Class dated November 17, 2006 (the "Preliminary Approval Order"), preliminarily approving the proposed Settlement, directing individual and publication notice to potential Class Members, scheduling a hearing for February 23, 2007 at 1:30 p.m. (the "Fairness Hearing"), and providing Class Members with an opportunity to object to the proposed Settlement and to be heard at the Fairness Hearing;

C. Notice has been provided to the members of the Class in accordance with the Preliminary Approval Order, as evidenced by the Affidavit of Thomas R. Glenn of Complete Claim Solutions, Inc.;

D. The Court held the Fairness Hearing on February 23, 2007 at approximately 1:30 p.m. to determine, among other things, whether the proposed Settlement of the Action on the terms and conditions provided in the Settlement Agreement is fair, reasonable, and adequate and should be approved by the Court, and whether a Final Judgment as provided for in the Settlement Agreement should be entered herein; and

WHEREAS, the Court, having considered all matters submitted to it at the hearing, along with all prior submissions by the Parties to the Settlement and others, and otherwise having determined the fairness and reasonableness of the proposed Settlement of the claims of the Class Members against the Released Persons; the fairness and reasonableness of the proposed Plan of Allocation of the Net Settlement Fund; and Lead Counsel's application for a Fee and Expense Awards:

IT IS HEREBY ORDERED:

1. This Final Judgment incorporates by reference the definitions in the Settlement Agreement, and all terms used herein shall have the same meanings as set forth in the Settlement Agreement.

2. The Court finds that the distribution of the Notice and the publication of the Summary Notice, and the notice methodology, all implemented in accordance with the terms of the Settlement Agreement and this Court's Preliminary Approval Order:

(a) constituted the best practicable notice to Class Members under the circumstances of this Action;

(b) were reasonably calculated, under the circumstances, to apprise Class Members of: (i) the proposed Settlement of this class action, (ii) their right to opt-out of the Class; (iii) their right to object to any aspect of the proposed Settlement, (iv) their right to appear at the Fairness Hearing, either on their own or through counsel hired at their own expense, if they are not excluded from the Class, and (v) the binding effect of the proceedings, rulings, orders, and judgments in this Action, whether favorable or unfavorable, on all persons who are not excluded from the Class;

(c) were reasonable and constituted due, adequate, and sufficient notice to all persons entitled to be provided with notice; and

(d) fully satisfied all applicable requirements of the Federal Rules of Civil Procedure (including Rules 23(c) and (d)), the United States Constitution (including the Due Process Clause), the Private Securities Litigation Reform Act of 1995, the Rules of the Court, and any other applicable law.

3. This Court finds that it has jurisdiction over the subject matter of the Action, including the terms and conditions of the Settlement Agreement and all exhibits thereto, the Plan of Allocation of the Net Settlement Fund, and over all Parties to the Action and all Class Members.

4. The Court finds that the terms and provisions of the Settlement Agreement were entered into by the Parties in good faith and are hereby fully and finally approved as fair, reasonable, and adequate as to, and in the best interests of, each of the Parties and the Class Members, and consistent and in compliance with all applicable requirements of the Federal Rules of Civil Procedure, the Private Securities Litigation Reform Act of 1995, the United States Constitution (including the Due Process Clause), the Rules of this Court, and any other applicable law. The Parties and their counsel are hereby directed to implement and consummate the Settlement Agreement according to its terms and provisions.

5. The Court finds that all members of the Class are bound by this Final Judgment and Order of Dismissal with Prejudice. The Class, as defined in the Settlement Agreement and herein, means all Persons who purchased or otherwise acquired shares of common stock of TSA between January 21, 1999 and November 19, 2002, inclusive. Excluded from the Class are the Defendants, the officers, directors, and employees of each corporate Defendant, the members of each individual Defendant's immediate family, any entity in which any Defendant has a controlling interest, any parent or subsidiary of TSA, and the legal affiliates, representatives, heirs, controlling persons, successors, and predecessors in interest or assigns of any such excluded party. Also excluded from the Class are those Persons who submitted valid and timely requests for exclusion from the

Class pursuant to the instructions set forth in the Notice of Pendency or the Notice, listed on Exhibit A hereto.

6. The Action is hereby dismissed on the merits and with prejudice as to Lead Plaintiff and all other Class Members, and as against the Defendants. The Parties and all persons and entities are to bear their own costs, except as otherwise provided in the Settlement Agreement or this Final Judgment.

7. Lead Plaintiff and every Class Member, and any of their heirs, executors, administrators, successors or assigns, shall be deemed to have, and by operation of this Final Judgment shall have, fully, finally, and forever released, relinquished, and discharged all Settled Claims (including Unknown Claims) against the Released Persons.

8. Each of the Released Persons shall be deemed to have, and by operation of this Final Judgment shall have, fully, finally, and forever released, relinquished, and discharged each and all of the Class Members, the Lead Plaintiff, and Plaintiffs' Counsel from all claims (including Unknown Claims), arising out of, relating to, or in connection with the institution, prosecution, assertion, settlement, or resolution of the Action or the Settled Claims.

9. The Court finds that Lead Counsel and Lead Plaintiff adequately represented the Class under Rules 23(a)(4) and (g) of the Federal Rules of Civil Procedure for purposes of negotiating, entering into, and implementing the Settlement, and at all times during the pendency of the Action.

10. The Court finds that during the course of the Action, the Parties and their respective counsel complied at all times the requirements of Rule 11 of the Federal Rules of Civil Procedure.

11. If the Settlement Agreement is cancelled or terminated, and the Settlement Amount (plus any interest accrued thereon, less any Notice and Administration Expenses or Tax or Tax Expenses paid out of, or incurred by, the Settlement Fund) is accordingly returned to the Defendants, then this Final Judgment shall be rendered null and void to the extent provided by and in accordance with the Settlement Agreement and, in such event, all orders entered and releases delivered in connection herewith shall be null and void to the extent provided by and in accordance with the Settlement Agreement.

12. Nothing in this Final Judgment shall preclude or bar any action or claim to enforce the terms of the Settlement Agreement as approved by the Court or this Final Judgment.

13. The Parties are hereby authorized, without further approval from the Court, to agree to and adopt such amendments, modifications, and expansions of the Settlement Agreement and all exhibits attached to the Settlement Agreement, provided that such amendments, modifications, and expansions of the Settlement Agreement are not materially inconsistent with this Final Judgment and do not materially limit the rights of Class Members under the Settlement Agreement.

14. As stated in paragraph 2 above, due and adequate notice of the Plan of Allocation of the Net Settlement Fund was provided to all Class Members who could be identified with reasonable effort, advising them of their right to object thereto.

15. The following language in the Plan of Allocation of the Net Settlement Fund (the "Plan of Allocation") is hereby stricken: "The receipt of TSA common stock during the Class Period in exchange for securities of any other corporation or entity shall not be deemed a purchase or sale of TSA common stock." The terms and conditions of the Plan

of Allocation as so modified, including, without limitation, the formulas for the calculation of Recognized Losses, all of which are set forth in the Notice provided to Class members, are a fair and reasonable basis upon which to allocate the Net Settlement Fund among Authorized Claimants.

16. As stated in paragraph 2 above, due and adequate notice of Lead Counsel's application for a Fee and Expense Award was provided to all Class Members who could be identified with reasonable effort, advising them of their right to object thereto.

17. The award of attorneys' fees set forth below represents a reasonable percentage of the proceeds of the Settlement given the facts and proceedings in this case.

18. Accordingly, Lead Counsel, on behalf of all Plaintiffs' Counsel, are awarded attorneys' fees of \$5,512,500.00, representing twenty-two and a half percent (22.5%) of the Settlement Fund of \$24.5 million, plus interest at the same rate as earned by the Settlement Fund, which shall be paid out of the Settlement Fund.

19. Lead Counsel, on behalf of all Plaintiffs' Counsel, is awarded reimbursement of expenses in the aggregate amount of \$1,505,705.51, which shall be paid out of the Settlement Fund. These expenses are fair, reasonable and were necessarily incurred in connection with the prosecution of this litigation. Lead Plaintiff Genesee County Employees' Retirement System is awarded the additional sum of \$2,218.88, as reasonable costs and expenses directly relating to its representation of the Class as provided in 15 U.S.C. § 78u-4(a)(4), such amount to be paid out of the Settlement Fund.

20. The attorneys' fees and expenses approved by the Court in paragraphs 18 and 19 hereof (the "Fee and Expense Award") shall be payable from the Settlement Fund to Lead Counsel, on behalf of all Plaintiffs' Counsel and the Lead Plaintiffs, immediately

upon entry of this Order, notwithstanding the existence of any potential appeal or collateral attack on this Order.

21. Lead Counsel shall thereafter allocate the Fee and Expense Award payable as follows: (a) the attorneys' fees approved in paragraph 18 hereof among all Plaintiffs' Counsel in a manner that, in Lead Counsel's good-faith judgment, reflects such counsel's contribution to the institution, prosecution, or resolution of the Action; and (b) the expenses approved in paragraph 19 hereof, among each Plaintiffs' Counsel and Lead Plaintiff as approved by the Court.

22. Without affecting the finality of this Final Judgment in any way, this Court hereby expressly retains exclusive jurisdiction over (i) implementation of this Settlement and any distribution from the Settlement Fund, including interest earned thereon; (ii) disposition of the Settlement Fund; (iii) any Fee and Expense Award; (iv) all matters relating to construing, interpreting, consummating, enforcing, and administering the Settlement Agreement and this Final Judgment, and (v) for any other necessary purpose.

DATED this 2nd day of March, 2007.

BY THE COURT:

s/ Joseph F. Bataillon
Chief Judge

Requests For Exclusion Report

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Report Criteria: Includes EXCS Excludes

Report ID :EXC10006

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37			LUCILLE S JILLSON TTEE FBO LUCILLE S JILLSON TRUST U/A DTD 01/23/90 630 SKYWAY DR LINCOLN, NE 68505		(402) 489-2697	
<u>Msg Codes:</u> EXCS						Load Id: 0

Total Records: 1

EXHIBIT A

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Report Criteria: Includes EXAM OR EXCV OR EXIN OR EXMS OR EXNT OR EXMT OR EXTM Excludes EXLT

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20			JOE ATKINSON 120 THIRD ST COUNCIL BLUFFS, IA 51503-8304		(712) 326-8304	
<u>Msg Codes:</u>						
EXIN,EXMT						
27			ROBERT DAVID BENNETT 14 WYCHWOOD RISE GREAT MISSENDEN, BUCKS, HP16 0HB			Load Id: 0
<u>Msg Codes:</u>						
EXIN,EXMT						
36			KENNETH EOIN CAMERON AND EMMELINE MAE CAMERON DANABEL, SLEAVEEN KINSALE, COUNTY CORK			Load Id: 0
<u>Msg Codes:</u>						
EXIN,EXMT						
29			SIN YUE JENNY CHAN PO BOX 578 BOYS TOWN, NE 68010		(402) 932-9277	Load Id: 0
<u>Msg Codes:</u>						
EXCV						
16			DAVID CHEN AND JOANNA L CHEN 210 PIGEON LANE WALTHAM, MA 02452			Load Id: 0
<u>Msg Codes:</u>						
EXAM,EXIN,EXMT,EXTM						
26			JASON DUST #804, 11111 82 AVENUE EDMONTON, ALBERTA, T6G 0T3		(780) 424-4922	Load Id: 0
<u>Msg Codes:</u>						
EXCV						
14			OUIDA REAVES GOEHRING PO BOX 1410 LEXINGTON, VA 24450		(540) 463-4898	Load Id: 0
<u>Msg Codes:</u>						
EXCV						
28			ADRIANA GUTIERREZ 8 FOREST GREEN DR O FALLON, MO 63366			Load Id: 0
<u>Msg Codes:</u>						
EXIN,EXMS,EXMT,EXTM						

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Report Criteria: Includes EXAM OR EXCV OR EXIN OR EXMS OR EXNT OR EXMT OR EXTM Excludes EXLT

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10			FRANK HOEKSMA 32 IVINGHOE ROAD BUSHEY, WD23 4SW				0
<u>Msg Codes:</u> EXIN,EXMT							
11			MARVIN E KINDY 1645 DUNLAWTON AVE, #1024 PORT ORANGE, FL 32127		(386) 846-1260		0
<u>Msg Codes:</u> EXCV							
1			BEVERLY A LAYTEN 13547 WESTWOOD LANE OMAHA, NE 68144		(402) 390-7606		0
<u>Msg Codes:</u> EXCV							
4			HIROMI LESSMANN 12800 W 118TH ST OVERLAND PARK, KS 66210				0
<u>Msg Codes:</u> EXIN,EXMT,EXTM							
32			ALFREDO MAURELLI VIA TULLO MORFAGNI 9 20125 MILANO				0
<u>Msg Codes:</u> EXCV							
18			TIMOTHY MCCARTHY 2008 ELM CIRCLE WEST DES MOINES, IA 50265		(515) 225-6327		0
<u>Msg Codes:</u> EXCV							
17			DORIS MCCOWAN, SUSS TTEE FBO BOOKER MCCOWAN TRUST DTD 10/30/95 6757 PILOT WAY SAN DIEGO, CA 92114				0
<u>Msg Codes:</u> EXAM,EXIN,EXMT,EXTM							
9			JAMES S MORROW JR AND KATHLEEN A MORROW 17710 JONES ST OMAHA, NE 68118-3524		(402) 390-7600		0
<u>Msg Codes:</u> EXCV							

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Report Criteria: Includes EXAM OR EXCV OR EXIN OR EXMS OR EXNT OR EXMT OR EXTM Excludes EXLT

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6			RUSSELL PIERCE JR AND VIRGINIA MAE PIERCE 430 N MAXWELL CREEK RD MURPHY, TX 75094-3507		(972) 424-5236		0
<u>Msg Codes:</u>							
EXCV							
21			PRESZURE PTY LIMITED 36 GLAISHER PARADE CRONULLA NSW 2230				0
<u>Msg Codes:</u>							
EXCV							
3			DORIS M RAYER 5721 N 117TH CIRCLE OMAHA, NE 68164		(402) 390-7848		0
<u>Msg Codes:</u>							
EXCV							
30			MARK S RUSSELL 3420 KNOX ROAD ANNANDALE, VA 22003		(202) 273-5279		0
<u>Msg Codes:</u>							
EXCV							
15			DARRELL SCHAEFERS 3751 STARFLOWER ROAD CASTLE ROCK, CO 80109		(303) 200-3582		0
<u>Msg Codes:</u>							
EXCV							
35			SCHIMMINGER, JOHN J AND ELIZABETH A SCHIMMINGER 3515 W CHESTNUT AVE ALTOONA, PA 16601				0
<u>Msg Codes:</u>							
EXIN,EXMT,EXTM							
12			KARL HEINZ SEGALL 1127 DEVONSHIRE WAY PALM BEACH GARDENS, FL 33418				0
<u>Msg Codes:</u>							
EXIN,EXMT,EXTM							
8			ESKRIDGE A SHELTON AND PHYLLIS S BUNCH, TTEES FBO CHARLA J SHELTON FAM TR DTD 5/13/98 PO BOX 403 SANTA CLAUS, IN 47579-0403		(812) 937-2947		0
<u>Msg Codes:</u>							
EXCV							

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Report Criteria: Includes EXAM OR EXCV OR EXIN OR EXMS OR EXNT OR EXMT OR EXTM Excludes EXLT

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25			DENNIS SHUCK PO BOX 467 EDGAR, NE 68935		(402) 224-8125		0
<u>Msg Codes:</u>							
EXCV							
24			KAREN SHUCK PO BOX 467 EDGAR, NE 68935		(402) 224-8125		0
<u>Msg Codes:</u>							
EXCV							
19			PETER WILLIAM SIBLEY 134, QUEENS WALK SOUTH RUISLIP, MIDDLESEX, HA4 0NS				0
<u>Msg Codes:</u>							
EXCV							
7			SAMUEL G TAYLOR JR AND SALLY R TAYLOR 818 JORDAN POINT RD HOPEWELL, VA 23860		(804) 541-3457		0
<u>Msg Codes:</u>							
EXCV							
23			JAMES TAYLOR 2408 SIERRA LANE PLANO, TX 75075-2035		(972) 867-2924		0
<u>Msg Codes:</u>							
EXCV							
31			HUEY JEN TSAY PEI-TOU MAIL BOX 16-18 TAIPEI 112				0
<u>Msg Codes:</u>							
EXAM,EXIN,EXMT,EXTM							
22			KAREN TYE 3 BALMORAL CLOSE PARK STREET, ST ALVANS, AL2 2AF				0
<u>Msg Codes:</u>							
EXCV							
13			JOSEPH A VECCHIO 16 PIPER DRIVE ALBERTSON, NY 11507		(212) 949-0900		0
<u>Msg Codes:</u>							
EXCV							

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Report Criteria: Includes EXAM OR EXCV OR EXIN OR EXMS OR EXNT OR EXMT OR EXTM Excludes EXLT

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2			MARK R VIPOND 17522 BAYWOOD CIR OMAHA, NE 68130		(402) 390-7956	

Load Id: 0

Msg Codes:

EXCV

5			LESLEY MARGARET JULIFF WYATT 97 ROMAN GARDENS KINGS LANGLEY, HERTS, WD4 8LP			
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EXIN,EXMT

Total Records: 34