

**UNITED STATES
SECURITIES AND EXCHANGE COMMISSION**

Washington, D.C. 20549

SCHEDULE TO

**Tender Offer Statement under Section 14(d)(1) or 13(e)(1)
of the Securities Exchange Act of 1934
(Amendment No. 2)**

OFFICIAL PAYMENTS HOLDINGS, INC.

(Name of Subject Company)

**ACI WORLDWIDE, INC.
OLYMPIC ACQUISITION CORP.**

(Names of Filing Persons—Offeror)

Common Stock, Par Value \$0.01 Per Share
(Title of Class of Securities)

67623R106

(Cusip Number of Class of Securities)

Dennis P. Byrnes, Esq.
Executive Vice President, Chief Administrative Officer,
General Counsel and Secretary
ACI Worldwide, Inc.
6060 Coventry Drive
Elkhorn, Nebraska 68022
(402) 778-2183

(Name, address and telephone number of person authorized to receive notices and communications on behalf of filing persons)

Copies to:

Robert A. Profusek, Esq.
Jones Day
222 East 41st Street
New York, New York 10017
Telephone: (212) 326-3939

CALCULATION OF FILING FEE

Transaction valuation*	Amount of filing fee**
\$166,831,772.55	\$21,487.93

* Estimated for purposes of calculating the filing fee only. This amount is based on the offer to purchase at a purchase price of \$8.35 cash per share all shares of common stock of the subject company, which represents (1) 16,738,772 outstanding shares of common stock of the subject company, other than those shares held by Official Payments Holdings, Inc., ACI Worldwide, Inc. and Olympic Acquisition Corp. and their wholly owned subsidiaries, (2) 3,187,081 shares of common stock of the subject company issuable by the subject company upon the exercise of outstanding stock options pursuant to the subject company's stock option plans, and (3) 54,000 shares of common stock issuable upon the full settlement of all outstanding restricted share unit awards. The foregoing share figures have been provided by the subject company to the offerors and are as of September 20, 2013, the most recent practicable date before filing.

** The amount of the filing fee is calculated in accordance with Rule 0-11 of the Securities Exchange Act of 1934, as amended, and Fee Rate Advisory #1 for the fiscal year 2014, issued August 30, 2013, by multiplying the transaction valuation by 0.0001288.

Check box if any part of the fee is offset as provided by Rule 0-11(a)(2) and identify the filing with which the offsetting fee was previously paid. Identify the previous filing by registration statement number, or the Form or Schedule and the date of its filing.

Amount Previously Paid: \$21,487.93

Filing Party: ACI Worldwide, Inc. and Olympic Acquisition Corp.

Check the box if the filing relates solely to preliminary communications made before the commencement of a tender offer.

Check the appropriate boxes below to designate any transactions to which the statement relates:

- third-party tender offer subject to Rule 14d-1.
- issuer tender offer subject to Rule 13e-4.
- going-private transaction subject to Rule 13e-3.
- amendment to Schedule 13D under Rule 13d-2.

Check the following box if the filing is a final amendment reporting the results of the tender offer.

This Amendment No. 2 (this “Amendment”) amends and supplements the Tender Offer Statement on Schedule TO (the “Schedule TO”) filed with the Securities and Exchange Commission on October 4, 2013, as amended, and is filed by (i) Olympic Acquisition Corp., a Delaware corporation (“Purchaser”) and a wholly owned subsidiary of ACI Worldwide, Inc., a Delaware corporation (“ACI”), and (ii) ACI. The Schedule TO relates to the offer by Purchaser and ACI to purchase all outstanding shares of common stock, par value \$0.01 per share (the “Shares”), of Official Payments Holdings, Inc., a Delaware corporation (“OPAY”), at \$8.35 per Share in cash, without interest, on the terms and subject to the conditions set forth in the Offer to Purchase, dated October 4, 2013 (the “Offer to Purchase”), and in the related Letter of Transmittal, copies of which were filed with the Schedule TO as Exhibits (a)(1)(A) and (a)(1)(B), respectively (which, together with any amendments or supplements, collectively constitute the “Offer”). The Offer is made pursuant to the Agreement and Plan of Merger, dated September 23, 2013, among ACI, Purchaser and OPAY.

The information in the Offer to Purchase and the related Letter of Transmittal is incorporated in this Amendment by reference to all of the applicable items in the Schedule TO, except that such information is amended and supplemented to the extent specifically provided in this Amendment. Capitalized terms used and not otherwise defined in this Amendment shall have the meanings assigned to such terms in the Offer to Purchase or in the Schedule TO.

Item 1 — 11.

Items 1 through 11 of the Schedule TO are hereby amended and supplemented to amend and replace all references regarding the scheduled expiration time of the Offer being “12:00 midnight, New York City time, on Friday, November 1, 2013,” set forth in the Offer to Purchase (Exhibit (a)(1)(A), Letter of Transmittal (Exhibit (a)(1)(B)), Notice of Guaranteed Delivery (Exhibit (a)(1)(C)), Letter to Brokers, Dealers, Commercial Banks, Trust Companies and Other Nominees (Exhibit (a)(1)(D)) and Letter to Clients for Use by Brokers, Dealers, Commercial Banks, Trust Companies and Other Nominees (Exhibit (a)(1)(E)) with “12:00 midnight, New York City time, on Monday, November 4, 2013.”

Item 11 of the Schedule TO is hereby amended and supplemented as follows:

The information set forth in Section 15 — “Certain Legal Matters; Regulatory Approvals” of the Offer to Purchase is hereby amended and supplemented by deleting the first paragraph under the sub-heading “ — Legal Proceedings” and inserting the following paragraphs under the sub-heading “ — Legal Proceedings”:

“On October 2, 2013, an alleged Stockholder filed a putative class action lawsuit entitled Williams v. Official Payments Holdings, et al., Case No. 8970, in the Court of Chancery of the State of Delaware (the “Williams Action”). The complaint names as defendants OPAY and the members of the OPAY Board, as well as ACI and us. The complaint generally alleges that the individual members of the OPAY Board breached their fiduciary duties owed to the Stockholders by approving OPAY’s entry into the Merger Agreement with ACI and us and failing to take steps to maximize the value of OPAY to its Stockholders. The complaint further alleges that ACI aided and abetted such breaches of fiduciary duties by the individual defendants. The plaintiff seeks, among other things, an order enjoining the consummation of the merger, an award of rescissory damages if the Merger is consummated, and an award of attorneys’ fees, experts’ fees and costs. On October 14, 2013, an additional putative class action was filed by an alleged Stockholder captioned Giacherio v. Official Payments Holdings, et al., Case No. 13-A-08794-8, in the Superior Court of Gwinnett County of the State of Georgia against the same defendants and asserting substantially similar claims (the “Giacherio Action”). The foregoing description is qualified in its entirety by reference to the complaints which are filed as Exhibit (a)(5)(C) and Exhibit (a)(5)(D) to the Schedule TO and which are incorporated herein by reference.

On October 10, 2013, the plaintiff in the Williams Action filed an amended complaint, which asserts substantially the same legal theories as the initial complaint, but further alleges that OPAY omitted material facts from the Schedule 14D-9 it filed with the SEC on October 4, 2013. On October 14, 2013 the plaintiff in the Williams Action filed a motion for a preliminary injunction requesting the court to enjoin defendants from consummating the Merger.

On October 25, 2013, an additional putative class action lawsuit, captioned Vesely v. Official Payments Holdings, Inc., et al., Case No. 1:13-mi-99999-UNA (the "Vesely Action"), was filed in the United States District Court for the Northern District of Georgia. The Vesely Action names the same defendants and asserts substantially similar claims as alleged in the Williams Action and the Giacherio Action, but further alleges that OPAY and the OPAY Board violated certain sections of the Exchange Act. None of the defendants have yet been served in the Vesely Action. The foregoing description is qualified in its entirety by reference to the complaint which is filed as Exhibit (a)(5)(F) to the Schedule TO and which is incorporated herein by reference.

On October 27, 2013, OPAY entered into a Memorandum of Understanding (the "MOU") with the plaintiffs in the Williams Action and Giacherio Action, which sets forth the parties' agreement in principle for settlement. As explained in the MOU, OPAY has agreed to the settlement solely to eliminate the burden and expense of further litigation and without admitting any liability or wrongdoing. The MOU contemplates that the parties will seek to enter into a stipulation of settlement providing for the appropriate certification of a non opt-out class, for settlement purposes only, that includes any and all record and beneficial owners of Shares during the period beginning on September 23, 2013, through the date of the consummation of the Merger, including any and all of their respective successors in interest, predecessors, representatives, trustees, executors, administrators, heirs, assigns or transferees, immediate and remote, and any person or entity acting for or on behalf of, or claiming under, any of them, and each of them and the release of all asserted claims. The asserted claims will not be released until such stipulation of settlement is approved by the Delaware Chancery Court. There can be no assurance that the parties will ultimately enter into a stipulation of settlement or that the court will approve such settlement even if the parties were to enter into such stipulation. The settlement will not affect the Merger Consideration to be received by Stockholders.

Additionally, as part of the settlement, the OPAY Board has agreed to waive all no-ask, no-waiver provisions contained in the confidentiality agreements signed by former potential bidders. OPAY also has agreed to make certain additional disclosures related to the proposed Merger, which are set forth in Amendment No. 3 to OPAY's Schedule 14D-9. The additional disclosures supplement the disclosures contained in the Schedule 14D-9 filed by OPAY with the SEC on October 4, 2013 and should be read in conjunction with the disclosures contained in the Schedule 14D-9, which in turn should be read in its entirety. Nothing in this filing or any stipulation of settlement shall be deemed an admission of the legal necessity or materiality of any of the disclosures set forth herein.

As contemplated by the MOU, the release contained in the stipulation is in consideration of the additional disclosures in Amendment No. 3 to Opay's Schedule 14D-9."

Item 12. Exhibits.

Item 12 of the Schedule TO is hereby amended and supplemented by adding the following exhibits:

<u>Exhibit No.</u>	<u>Description</u>
** (a)(5)(F)	Complaint filed on October 25, 2013 in United States District Court for the Northern District of Georgia, captioned Natalie Vesely v. Official Payment Holdings, et al. (Case No. 1:13-mi-99999-UNA).
** (a)(5)(G)	Memorandum of Understanding, dated October 27, 2013.
** (a)(5)(H)	Press Release, dated October 28, 2013

** Filed herewith.

SIGNATURES

After due inquiry and to the best of my knowledge and belief, I certify that the information set forth in this statement is true, complete and correct.

Date: October 28, 2013

ACI WORLDWIDE, INC.

By: /s/ Dennis P. Byrnes

Name: Dennis P. Byrnes

Title: Executive Vice President, Chief Administrative
Officer, General Counsel and Secretary

OLYMPIC ACQUISITION CORP.

By: /s/ Dennis P. Byrnes

Name: Dennis P. Byrnes

Title: President

EXHIBIT INDEX

<u>Exhibit No.</u>	<u>Description</u>
* (a)(1)(A)	Offer to Purchase dated October 4, 2013.
* (a)(1)(B)	Form of Letter of Transmittal (including Internal Revenue Service Form W-9).
* (a)(1)(C)	Form of Notice of Guaranteed Delivery.
* (a)(1)(D)	Form of Letter to Brokers, Dealers, Commercial Banks, Trust Companies and Other Nominees.
* (a)(1)(E)	Form of Letter to Clients for use by Brokers, Dealers, Commercial Banks, Trust Companies and Other Nominees.
* (a)(1)(F)	Form of Summary Advertisement published in The New York Times on October 4, 2013.
* (a)(5)(A)	Press Release, dated September 23, 2013 (incorporated by reference to Exhibit 99.2 to the Current Report on Form 8-K filed by ACI Worldwide, Inc. with the Securities and Exchange Commission on September 23, 2013).
* (a)(5)(B)	Investor Presentation Materials, dated September 23, 2013 (incorporated by reference to Exhibit 99.3 to the Current Report on Form 8-K filed by ACI Worldwide, Inc. with the Securities and Exchange Commission on September 23, 2013).
* (a)(5)(C)	Complaint filed on October 2, 2013 in Court of Chancery of the State of Delaware, captioned Charles Williams v. Official Payments, Inc., et al. (Case No. 8970).
* (a)(5)(D)	Complaint filed on October 14, 2013 in Superior Court of Gwinnett County of the State of Georgia, captioned Joseph L. Giacherio v. Official Payment Holdings, et al. (Case No. 13-A-08794-8).
* (a)(5)(E)	Press Release, dated October 18, 2013
** (a)(5)(F)	Complaint filed on October 25, 2013 in United States District Court for the Northern District of Georgia, captioned Natalie Vesely v. Official Payment Holdings, et al. (Case No. 1:13-mi-99999-UNA).
** (a)(5)(G)	Memorandum of Understanding, dated October 27, 2013.
** (a)(5)(H)	Press Release, dated October 28, 2013
* (d)(1)	Agreement and Plan of Merger, dated September 23, 2013, by and among ACI Worldwide, Inc., Olympic Acquisition Corp. and Official Payments Holdings, Inc. (incorporated by reference to Exhibit 2.1 to the Current Report on Form 8-K filed by ACI Worldwide, Inc. with the Securities and Exchange Commission on September 23, 2013).
* (d)(2)	Stockholder Agreement, dated September 23, 2013, by and among ACI Worldwide, Inc., Olympic Acquisition Corp. and Giant Investment, LLC (incorporated by reference to Exhibit 99.1 to the Current Report on Form 8-K filed by ACI Worldwide, Inc. with the Securities and Exchange Commission on September 23, 2013).

* Previously filed.

** Filed herewith.

IN THE UNITED STATES DISTRICT COURT
NORTHERN DISTRICT OF GEORGIA

NATALIE VESELY, Individually and On
Behalf of All Others Similarly Situated,

Plaintiff,

v.

OFFICIAL PAYMENTS HOLDINGS,
INC., CHARLES W. BERGER, MORGAN P.
GUENTHER, JAMES C. HALE, ALEX P.
HART, DAVID A. POE, ZACHARY F.
SADEK, KATHERINE A. SCHIPPER,
OLYMPIC ACQUISITION CORP., and ACI
WORLDWIDE INC.,

Defendants.

CASE NO.

**CLASS ACTION COMPLAINT
FOR BREACH OF FIDUCIARY
DUTY AND INDIVIDUAL CLAIMS
FOR VIOLATION OF SECTIONS
14(d)4 and (e) AND 20(a) OF THE
SECURITIES EXCHANGE ACT OF
1934**

CLASS ACTION COMPLAINT

Plaintiff Natalie Vesely (“Plaintiff”), on behalf of herself and all others similarly situated, by her attorneys, alleges the following upon information and belief, except as to those allegations pertaining to Plaintiff, which are alleged upon personal knowledge:

INTRODUCTION

1. This is a shareholder class action brought by Plaintiff on behalf of holders of the common stock of Official Payment Holdings, Inc. (“OPH” or the “Company”) against the board of directors of OPH (the “Board” or “Individual Defendants”), and other persons and entities (collectively, the “Defendants”), to enjoin the acquisition of OPH by ACI Worldwide, Inc. (“ACI”) through its wholly-owned subsidiary Olympic Acquisition Corp. (“Merger Sub”) (“Proposed Transaction”).

2. On September 23, 2013, OPH and ACI issued a joint press release announcing that they had entered into a definitive merger agreement (“Merger Agreement”) for ACI to acquire OPH, via a tender offer (the “Tender Offer”), in an all cash transaction worth approximately \$109 million. Under the terms of the Proposed Transaction, OPH shareholders will receive \$8.35 for each share of OPH common stock that is tendered (the “Proposed Transaction”). Following the consummation of the Proposed Transaction, OPH will become a wholly-owned subsidiary of ACI.

3. Pursuant to Delaware General Corporation Law Section 251(h), after at least 50% of the Company’s common stock is tendered to ACI, Merger Sub and their subsidiaries through in the Tender Offer, ACI will then execute a short form merger for the remaining shares of OPH, which will not require the consent of the Company’s stockholders.

4. OPH is a Georgia-based company that is a provider of biller direct electronic payment solutions. These payment solutions provide payment services via multiple channels, including the Internet, automated Interactive Voice Response (IVR), call center and point-of-sale (POS), environments. Its solutions include multiple enhanced payment services, including convenience fee payments, absorbed payments, payment reminder and automated payment scheduling. It also offers its clients a range of payment choices, including credit and debit cards, electronic checks, cash and money orders, and emerging payment methods to meet the needs of their customers.

5. The Board has breached their fiduciary duties by agreeing to the Proposed Transaction for inadequate consideration. Given OPH's recent strong performance as well as its future growth prospects, the consideration shareholders will receive is inadequate and undervalues the Company. As alleged in further detail below, both the value to OPH's shareholders contemplated in the Proposed Transaction and the process by which Defendants propose to consummate the Proposed Transaction are fundamentally unfair to Plaintiff and the other public shareholders of the Company.

6. Compounding the failure to provide adequate consideration, Defendants locked-up the Proposed Transaction by agreeing to certain deal-protection devices that unfairly favor ACI and discourage potential bidders from submitting a superior bid for the Company. Most notably, the Merger Agreement does not contain a “no solicitation” provision, which would allow OPH to solicit proposals from third parties. Rather, the Merger Agreement includes an array of deal protection devices that include (i) a non-solicitation or “no-shop” provision that prohibits the Company from seeking superior bids; (ii) a matching rights provision allowing ACI to match any superior bid for OPH; and (iii) a termination fee of \$5.2 million.

7. As described below, both the value to OPH shareholders contemplated in the Proposed Transaction and the process by which Defendants propose to consummate the Proposed Transaction are fundamentally unfair to Plaintiff and the other public shareholders of the Company.

8. The Proposed Transaction is designed to preclude other potential bidders to emerge with superior offers while also precluding shareholders from voicing opposition. Defendants are working quickly to close the deal absent judicial intervention, the initial closing of the Tender Offer is expected to consummate one week from now.

9. Further demonstrating the Board's breaches of fiduciary duties, OPH and ACI filed a Recommendation Statement with the SEC on October 4, 2013 that is plagued with material disclosure violations. As discussed in further detail herein, the Recommendation Statement fails to provide OPH stockholders with the essential information that is needed in order to make an informed decision regarding whether to tender their shares in support of the Proposed Transaction. Most notably, the Recommendation Statement omits, among other things, the Company's financial projections for the years 2013 through 2017 which were prepared by OPH management and provided to the Company's sophisticated financial advisor, William Blair & Company, L.L.C. ("William Blair"). Crucially, the Recommendation Statement also fails to disclose the Company's unlevered free cash flows. By operation of Delaware law, the disclosure of financial projections and unlevered free cash flows are required to be disclosed since they are highly material to OPH stockholders. Financial projections and unlevered free cash flows are material because they (i) provide shareholders with a basis to better project the future financial performance of the Company in making their approval decision, and (ii) help shareholders better understand the financial analyses provided by the Company's financial advisor in its fairness opinion. Without such information, OPH shareholders will be forced to decide whether to vote their shares in favor of the Proposed Transaction or whether to seek appraisal of their shares without all material information necessary to make an informed decision.

10. For these reasons and as set forth in detail herein, Plaintiff seeks to enjoin Defendants from taking any steps to consummate the Proposed Transaction or, in the event the Proposed Transaction is consummated, recover damages resulting from the Individual Defendants' violations of their fiduciary duties of loyalty, good faith and due care as well as violations of the Exchange Act.

JURISDICTION AND VENUE

11. This Court has jurisdiction over all claims asserted herein pursuant to 28 U.S.C §1331 in that Plaintiff's claims arise in part under the Constitution and laws of the United States, including the Exchange Act [15 U.S.C. §78aa] and 28 U.S.C. §1331. This Court also has supplemental jurisdiction pursuant to 28 U.S.C. § 1367(a).

12. This Court also has jurisdiction over this action pursuant to 28 U.S.C. §§ 1332(a), (c), and (d) as Plaintiff and the defendants are citizens of and domiciled in different states and the amount in controversy exceeds \$75,000, exclusive of interests and costs. Given that the Proposed Transaction is valued at approximately \$109 million, the injunctive relief sought herein will exceed a sum or value of \$75,000. This action is not a collusive one to confer jurisdiction on this Court.

13. Venue is proper in this Court pursuant to 28 U.S.C. §1391 because OPH is headquartered in Georgia and is therefore a resident of this District.

PARTIES

14. Plaintiff currently holds shares of common stock of OPH and has held such shares since prior to the wrongs complained of herein.

15. Defendant OPH, a Delaware corporation, provides electronic payment solutions in the United States, Puerto Rico, and the District of Columbia. Its solutions enable clients to accept payments by credit card, debit card, and electronic check through mobile devices, the Internet, telephone, and point of sale devices. The Company offers various payment solutions to federal, state, and local governments for federal and state income and business tax payments, and local real property tax payments; higher education market for payments to post-secondary educational institutions; utility market for payments to private and public utilities; charitable organizations for charitable donations; and for other purposes, including rent, insurance, and k-12 education meal payments and fee payments. OPH also provides call center interactive voice response systems and support services, including customization, installation, and maintenance.

16. Defendant Charles W. Berger (“Berger”) has served as a director of OPAY since January 2002. He is currently a member of the Nominating and Governance Committee and the Data Security Committee.

17. Defendant Morgan P. Guenther (“Guenther”) has served as a director of OPAY since August 1999. He is the Chairman of the Nominating and Governance Committee and a member of the Compensation Committee.

18. Defendant James C. Hale (“Hale”) has served as a director of OPAY since 2011. He is currently Chairman of the Board, Chairman of the Audit Committee, and a member of the Compensation Committee.

19. Defendant Alex P. Hart (“Hart”) has served as President, Chief Executive Officer (“CEO”), and a director of OPAY since August 2010.

20. Defendant David A. Poe (“Poe”) has served as a director of OPAY since 2008. He is the Chairman of the Data Security Committee and a member of the Audit Committee and of the Nominating and Governance Committee.

21. Defendant Zachary F. Sadek (“Sadek”) has served as a director of OPAY since 2009. He is the Chairman of the Compensation Committee.

22. Defendant Katherine A. Schipper (“Schipper”) has served as a director of OPAY since April 2011. She is a member of the Audit Committee and of the Data Security Committee.

23. Defendant Merger Sub is a wholly-owned subsidiary of ACI, and is a Delaware corporation duly organized for the purposes of facilitating the Proposed Transaction.

24. Defendant ACI is incorporated under the laws of the State of Delaware and develops, markets, installs, and supports a line of software products and services for facilitating electronic payments worldwide. ACI offers a suite of products and services covering various domains, which include online banking and cash management that manages payments and cash flows through the online or mobile channel; managing and processing monetary, nonmonetary, sales, and account origination financial transactions; and managing trade related transaction types.

THE INDIVIDUAL DEFENDANTS' FIDUCIARY DUTIES UNDER STATE LAW

25. By reason of the Individual Defendants' positions with the Company as directors, said individuals are in a fiduciary relationship with Plaintiff and the other public shareholders of OPH (the "Class") and owe Plaintiff and the other members of the Class the duties of good faith, fair dealing, loyalty and full and complete disclosure.

26. By virtue of their positions as directors of OPH, the Individual Defendants, at all relevant times, had the power to control and influence, and did control and influence and cause OPH to engage in the practices complained of herein.

27. Each of the Individual Defendants is required to act in good faith, in the best interests of the Company's shareholders and with due care. In a situation where the directors of a publicly traded company undertake a transaction that may result in a change in corporate control, the directors must take all steps reasonably required to maximize the value shareholders will receive rather than use a change of control to benefit themselves, and to disclose all material information concerning the proposed change of control to enable the shareholders to make an informed decision. To diligently comply with this duty, the directors of a corporation may not take any action that:

- (a) adversely affects the value provided to the corporation's shareholders;
- (b) contractually prohibits them from complying with or carrying out their fiduciary duties;
- (c) discourages or inhibits alternative offers to purchase control of the corporation or its assets; or
- (d) will otherwise adversely affect their duty to search for and secure the best value reasonably available under the circumstances for the corporation's shareholders.

28. In accordance with their duties of loyalty and good faith, the Individual Defendants, as directors and/or officers of OPH, are obligated under applicable law to refrain from:

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

(b) participating in 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; and/or

(c) unjustly enriching themselves at the expense or to the detriment of the public shareholders.

29. The Individual Defendants are also obliged to honor their duty of candor to OPH's shareholders by, *inter alia*, providing all material information to the shareholders regarding a situation in which they are asked to vote or tender their shares in favor of a proposed merger. This duty of candor ensures that the Company's shareholders have all information that will enable them to make informed, rational and intelligent decisions as to whether to relinquish their ownership in OPH for the consideration offered.

30. Plaintiff alleges herein that the Individual Defendants, separately and together, in connection with the Proposed Transaction, violated duties owed to Plaintiff and the other public shareholders of OPH, including their duties of loyalty, good faith and independence, insofar as they, *inter alia*, engaged in self-dealing and obtained for themselves personal benefits, including personal financial benefits, not shared equally by Plaintiff or the public shareholders of OPH common stock.

CLASS ACTION ALLEGATIONS

31. Plaintiff brings this action pursuant to Rule 23 of the Federal Rules of Civil Procedure, individually and on behalf of the Class. The Class specifically excludes Defendants herein, and any person, firm, trust, corporation or other entity related to, or affiliated with, any of the Defendants.

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

33. The Class is so numerous that joinder of all members is impracticable. As of September 30, 2013, OPH had approximately 16,732,000 shares of common stock issued and outstanding. Members of the Class are scattered throughout the United States and are so numerous that it is impracticable to bring them all before this Court.

34. Questions of law and fact exist that are common to the Class, including, among others:

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

(b) 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 Transaction;

(c) whether the Individual Defendants have breached their fiduciary duty of candor to Plaintiff and the other members of the Class in connection with the Proposed Transaction by failing to disclose to shareholders all material information upon which they are able to make an informed decision about whether to tender their shares;

(d) whether the Individual Defendants, in bad faith and for improper motives, have impeded or erected barriers to discourage other strategic alternatives including offers from interested parties for the Company or its assets;

(e) whether Plaintiff and the other members of the Class would be irreparably harmed were the transactions complained of herein consummated; and

(f) whether ACI and OPH are aiding and abetting the wrongful acts of the Individual Defendants.

35. Plaintiff is committed to prosecuting this action and has retained competent counsel experienced in litigation of this nature. Plaintiff's claims are typical of the claims of the other members of the Class and Plaintiff has the same interests as the other members of the Class. Accordingly, Plaintiff is an adequate representative of the Class and will fairly and adequately protect the interests of the Class.

36. The prosecution of separate actions by individual members of the Class would create the risk of inconsistent or varying adjudications with respect to individual members of the Class, which would establish incompatible standards of conduct for Defendants, or adjudications with respect to individual members of the Class which would, as a practical matter, be dispositive of the interests of the other members not parties to the adjudications or substantially impair or impede their ability to protect their interests.

37. Preliminary and final injunctive relief on behalf of the Class as a whole is entirely appropriate because Defendants have acted, or refused to act, on grounds generally applicable and causing injury to the Class.

SUBSTANTIVE ALLEGATIONS

A. Background

38. Founded in 1991, OPH has been a leading provider of electronic payment solutions by providing its customers an efficient, reliable way to process their bills. OPH's payment solutions enable customers to accept payments by credit card, debit card, and electronic check through mobile devices, the Internet, telephone, and point of sale devices. The Company offers various payment solutions to federal, state, and local governments for federal and state income and business tax payments, and local real property tax payments; higher education market for payments to post-secondary educational institutions; utility market for payments to private and public utilities; charitable organizations for charitable donations; and for other purposes, including rent, insurance, and k-12 education meal payments and fee payments. It also provides call center interactive voice response systems and support services, including customization, installation, and maintenance. The Company was formerly known as Tier Technologies, Inc. and changed its name to Official Payments Holdings, Inc. in January 2012.

39. Recently, OPH's financial performance has been impressive. In the Company's press release filed with the United States Securities and Exchange Commission ("SEC") on August 6, 2013, the Company reported its seventh consecutive quarter of positive EBITDA (Earnings Before Interest Taxes Depreciation and Amortization) and reported revenue from continuing operations of \$45.8 million, a 16.8% increase from the third quarter of fiscal 2012. In announcing these results, Hart, OPH's President and CEO, stated the following:

We're pleased to report positive Adjusted EBITDA from continuing operations for our seventh consecutive quarter and positive earnings per share for the first time in several years. Our platform consolidation project remains on target to be substantially complete by the end of the calendar year. We expect significant savings from this project in terms of both improved operational efficiency and reduced capital expenditures for the next fiscal year. We're confident that we've positioned ourselves for even better financial results in fiscal year 2014.

40. Despite these promising future prospects, the Company's shareholders face the prospect of being excluded from this upside potential due to the intervening tender-offer proposal made by ACI. Rather than allowing the public shareholders to reap the benefits of the exciting opportunities on OPH's horizon, the Individual Defendants have acted for their own benefit and the benefit of ACI, and to the detriment of OPH's public shareholders by entering into the Proposed Transaction.

B. The Proposed Transaction

41. On September 23, 2013 OPH and ACI issued a joint press release announcing that they had entered into the Merger Agreement.

42. Specifically, the press release stated, in relevant part, that:

Naples, FLA - September 23, 2013 - ACI Worldwide (NASDAQ: ACIW), a leading international provider of payment systems, and Official Payments Holdings, Inc. (NASDAQ: OPAY), a leading provider of electronic bill payment solutions, today announced that they have entered into a definitive transaction agreement. Under the terms of the agreement, ACI Worldwide will acquire Official Payments in an all cash transaction for \$8.35 per share. The boards of directors of both companies have unanimously approved this transaction.

Norcross, GA-based Official Payments is a leading provider of electronic bill payment solutions in the U.S., serving federal, state and local governments, municipal utilities, higher education institutions and charitable giving organizations. Official Payments currently has more than 3,000 customers representing access to over 100 million end users. The company processes approximately 20 million payments and over \$9 billion in volume annually.

“Official Payments’ proven team, loyal user base and vertical expertise make it an ideal match for ACI. The acquisition will further extend ACI’s leadership in the fast-growing EBPP space, expanding our portfolio across key sectors including federal, state and local governments, municipal utilities, higher education institutions and charitable giving organizations,” said Philip Heasley, President and CEO, ACI Worldwide. “The acquisition also reaffirms our customer model and supports our corporate Universal Payments strategy of providing a complete set of end-to-end payment services, all enabled by our Universal Payments Platform.”

“This acquisition marks the next step in the evolution of electronic bill payments, an industry in which ACI Worldwide is at the forefront,” said Alex Hart, CEO, Official Payments. “I’m excited about integrating Official Payments into the broader ACI Universal Payments strategy and portfolio. This provides the opportunity to develop new capabilities previously unmet in the rapidly growing EBPP sector.”

The transaction is expected to be accretive to full year earnings in 2014. Further details of the financial impact of this transaction will be provided upon closing. An accompanying investor presentation can be found on our website at <http://www.aciworldwide.com/investorrelations>.

Terms of the Transaction

ACI Worldwide and Official Payments have entered into a definitive transaction agreement under which ACI Worldwide would acquire Official Payments for \$8.35 per share in cash in a transaction valued at an enterprise value of approximately \$109 million. ACI Worldwide will commence a cash tender offer to purchase all outstanding shares of common stock of Official Payments on or about October 4, 2013.

Upon the successful closing of the tender offer, stockholders of Official Payments will receive \$8.35 per share in cash for each share of Official Payments common stock validly tendered and not validly withdrawn in the offer, without interest and less any applicable withholding taxes. ACI Worldwide will file with the U.S. Securities and Exchange Commission (SEC) a tender offer statement on Schedule TO, which sets forth in detail the terms of the tender offer. Additionally, Official Payments will file with the SEC a solicitation/recommendation statement on Schedule 14D-9 that includes the recommendation of Official Payments’ board of directors that Official Payments’ stockholders accept the tender offer and tender their shares.

In addition, in connection with the execution and delivery of the merger agreement, ACI Worldwide and Olympic Acquisition Corp. entered into a separate agreement with a fund affiliated with Parthenon Capital Partners (“Parthenon”), which owned 10.8% of all outstanding shares of common stock of Official Payments as of May 6, 2013, based on the Schedule 13D filed by Parthenon with the SEC on May 9, 2013. Under the agreement, Parthenon agreed on the terms and subject to the conditions set forth in the agreement, to tender shares beneficially owned by it in the tender offer.

The tender offer will expire at 12:00 midnight New York City time, twenty business days after the tender is commenced unless extended in accordance with the transaction agreement and the applicable rules and regulations of the SEC. The closing of the tender offer is subject to customary terms and conditions, and is anticipated to close during the fourth quarter of 2013.

Transaction documents will be available on the SEC’s website at www.sec.gov. Official Payments’ stockholders are urged to read the documents filed by ACI Worldwide, as well as materials filed by Official Payments relating to the tender offer, which contain important information about the transaction.

43. The consideration offered to OPH’s public stockholders in the Proposed Transaction is unfair and inadequate because, among other things, the intrinsic value of OPH’s common shares are materially in excess of the consideration being offered in the Proposed Transaction given the Company’s prospects for future growth and earnings. The Board has breached their fiduciary duties to OPH stockholders by failing to take steps to obtain the best price possible under the circumstances before entering into this transaction pursuant to which ACI is underpaying for OPH shares, thus unlawfully harming OPH stockholders.

44. The Proposed Transaction is the product of a hopelessly conflicted process that is designed to ensure the sale of OPH to ACI on terms preferential to ACI and other OPH insiders and to subvert the interests of Plaintiff and the other public stockholders of the Company. In pursuing the unlawful plan to facilitate the acquisition of OPH by ACI for grossly inadequate consideration, through a flawed process, each of the Defendants violated applicable law by directly breaching and/or aiding the other Defendants' breaches of their fiduciary duties of loyalty, due care, independence, good faith and fair dealing.

45. From the Proposed Transaction, OPH's directors will receive millions of dollars in special payments – not being made to ordinary stockholders – for currently unvested stock options and restricted shares, all of which shall, upon the Proposed Transaction's closing, become fully vested and exercisable. Thus the Board is conflicted and serving its own financial interests rather than those of OPH's public stockholders.

C. The Unreasonable Deal Protection Devices

46. On September 23, 2013, the Company filed a Form 8-K with the SEC that disclosed the terms of its Merger Agreement. To the detriment of OPH's stockholders, as part of the Merger Agreement, the Individual Defendants agreed to certain deal protection devices that operate conjunctively to lock-up the Proposed Transaction and ensure that no competing offers will emerge for the Company.

47. First, the Merger Agreement contains a strict “no-solicitation” provision prohibiting the Company or the Individual Defendants from taking any affirmative action to comply with their fiduciary duties to obtain the best price possible under the circumstances. Pointedly, the Merger Agreement at section 7.3 requires that the Company and the Individual Defendants shall not, “(A) directly or indirectly solicit, initiate or knowingly encourage any Takeover Proposal, (B) enter into any agreement or agreement in principle with respect to a Takeover Proposal, or (C) participate in any way in any negotiations or discussions regarding, or furnish or disclose to any Third Party any information with respect to, any Takeover Proposal.”

48. Similarly, section 7.3(c) of the Merger Agreement provides an “information rights” provision pursuant to which the Company must promptly notify ACI within forty-eight (48) hours should it receive an unsolicited competing Takeover Proposal. The Company must notify ACI of the bidder’s identity and the terms of the bidder’s offer. Thereafter, if the Board determines that the competing acquisition proposal constitutes a “Superior Proposal,” section 7.3(b) requires the Board to grant ACI four (4) business days to amend the terms of the Merger Agreement to make a counter-offer that the Company must consider in determining whether the competing bid still constitutes a “Superior Proposal.”

49. The effect of these provisions is to prevent the Board from entering discussions or negotiations with other potential purchasers unless the Board can first determine that the competing acquisition proposal is, in fact, "superior," and even then, the Company must give ACI an opportunity to match the competing takeover proposal. Consequently, this provision prevents the Individual Defendants from exercising their fiduciary duties and precludes an opportunity for a potential purchaser to emerge.

50. Additionally, the Merger Agreement provides that OPH must pay to ACI a termination fee of \$5.2 million in the event the Company decides to pursue any competing offer. This unreasonable termination fee will ensure that no competing offer will appear, as any competing bidder would essentially pay a naked premium for the right to provide the stockholders with a superior offer.

51. Ultimately, these deal protection provisions restrain the Company's ability to solicit or engage in negotiations with any third party regarding a proposal to acquire all or a significant interest in the Company. The circumstances under which the Board may respond to an unsolicited written bona fide proposal for an alternative acquisition that constitutes or would reasonably be expected to constitute a "Superior Proposal" are too narrowly circumscribed to provide an effective "fiduciary out" under the circumstances.

D. The Materially Incomplete Recommendation Statement

52. On October 4, 2013, the Company filed the Recommendation Statement with the SEC in connection with the Proposed Transaction. Compounding the defective sales process utilized by the Individual Defendants, the Recommendation Statement fails to provide the Company's stockholders with material information thereby precluding the stockholders from making a fully informed decision regarding the tender of their shares.

53. Specifically, as set forth in more detail below, the Recommendation Statement omits and/or misrepresents material information concerning, among other things, the sales process leading up to the announcement of the Proposed Transaction and the data and inputs relied upon and observed by the Company's financial advisor William Blair. Disclosure of this information is critical to a reasonable shareholder's determination on whether to tender their shares. Most notably, the Recommendation Statement omits, among other things, the Company's financial projections for the fiscal years 2013 through 2017 which were prepared by OPH management and provided to William Blair. These financial projections include, but are not limited to the following items: (i) D&A; (ii) Taxes (or tax rate); (iii) Capital expenditures; (iv) Changes in net working capital; (v) Stock-based compensation expense; (vi) Net-operating losses.

54. Crucially, the Recommendation Statement also fails to disclose the Company's unlevered free cash flows. By operation of Delaware law, the disclosure of financial projections and unlevered free cash flows are required to be disclosed since they are highly material to OPH stockholders. Financial projections and unlevered free cash flows are material because they (i) provide shareholders with a basis to better project the future financial performance of the Company in making their approval decision, and (ii) help shareholders better understand the financial analyses provided by the Company's financial advisor in its fairness opinion. Without such information, OPH's shareholders will be forced to decide whether to vote their shares in favor of the Proposed Transaction or whether to seek appraisal of their shares without all material information necessary to make an informed decision.

55. The Recommendation Statement filed by the Company also fails to disclose underlying methodologies, key inputs and multiples relied upon and observed by William Blair. This information is necessary for shareholders to evaluate and properly assess the credibility of the various analyses preferred by William Blair and relied upon by the Board in recommending the Proposed Transaction to OPH shareholders. In particular, in describing the analyses performed by William Blair, the Recommendation Statement fails to disclose the following:

56. In the *Discounted Cash Flow Analysis*, the Company should disclose (i) the rationale for selecting discount rates ranges of 18% to 22%; (ii) the rationale for applying a perpetual growth rate ranging from 3% to 5% to the unlevered free cash flow of the Company during the terminal period of the projections; (iii) the Company's weighted average cost of capital ("WACC") and the key inputs used to calculate the Company's WACC; (iv) the present value of OPH's net operating loss carry-forwards ("NOLs") and (v) how stock-based compensation was treated in the respective analysis;

57. In the *Selected Public Company Analysis*, (i) the multiples observed for each of the selected public companies and (ii) the reasons for selecting the companies used in the analysis;

58. In the *Selected Transaction Analysis*, (i) the rationale for limiting the analysis to just seven (7) transactions and (ii) the values for each transaction.

59. Moreover, the Recommendation Statement does not disclose why OPH management waited until September 2013 to “update” Company financial projections to include a “risk assessment of [OPH’s] ability to achieve the projected revenue for each product line...” This “update” had the effect of greatly reducing OPH’s free cash flows as well as the *Discounted Cash Flow Analysis*.

60. Also, the *Background of Offer and Merger* section of the Recommendation Statement contains the following material omissions:

(a) The basis for retaining William Blair as the Company’s financial advisor to evaluate the Proposed Transaction and the extent and nature of business for which the Company has previously engaged William Blair and the amount of fees paid to William Bair related thereto;

(b) Whether the Board conducted a conflict check on William Blair before they were formally engaged by OPH;

(c) Whether OPH interviewed and/or considered financial advisors other than UBS in connection with the Proposed Transaction;

(d) A description of the “strategic alternatives “ that the Company explored during its January 30, 2013 Board meeting;

-
- (e) The identities of the 15 parties that submitted preliminary indications of the interest to OPH on June 27, 2013;
 - (f) The identity of the financial sponsor that submitted a definitive written proposal to acquire the OPH for \$8.50 per share on August 13, 2013;
 - (g) The rationale as to why negotiations with August 13th financial sponsor did not succeed;
 - (h) Whether the Board contacted the August 13 financial sponsor after ACI informed OPH that it was not going to raise its offer above \$8.35 per share;
 - (i) The identity of the strategic acquirer that submitted an initial non-binding indication of interest to acquire OPH on August 17, 2013;
 - (j) Whether Hart or any of the members of the Board or senior management discussed future employment with ACI any time before the announcement of the Proposed Transaction;
 - (k) Whether the Board, at any time prior to entering into the Proposed Transaction, considered any other strategic alternatives;
 - (l) Whether any potential bidders or acquirers for OPH refused to enter into a non-disclosure agreement and/or refused to enter into further negotiations with the Company because of the existence of the “don’t ask don’t waive” standstill provisions;

61. The information requested above collectively amounts to the key inputs necessary for one to be able to evaluate and understand the sales process and analysis rendered in connection with the Proposed Transaction. Therefore, the aforementioned omitted information is highly relevant and material to OPH stockholders.

62. Accordingly, Plaintiff seeks injunctive and other equitable relief to prevent the irreparable injury that Company shareholders will continue to suffer absent judicial intervention.

FIRST CAUSE OF ACTION

On Behalf of Plaintiff Claim for Violations of Section 14(d)(4) and 14(e) of the Exchange Against OPH and the Individual Defendants

63. Plaintiff brings this cause of action on behalf of himself as an individual.

64. Plaintiff incorporates each and every allegation set forth above as if fully set forth herein.

65. OPH and the Individual Defendants have caused the Recommendation Statement to be issued with the intention of soliciting shareholder support of the Proposed Transaction.

66. Sections 14(d)(4) and 14(e) of the Exchange Act require full and complete disclosure in connection with tender offers. Specifically, Section 14(e) provides that:

It shall be unlawful for any person to make any untrue statement of a material fact or omit to state any material fact necessary in order to make the statements made, in the light of the circumstances under which they are made, not misleading, or to engage in any fraudulent, deceptive, or manipulative acts or practices, in connection with any tender offer or request or invitation for tenders, or any solicitation of security holders in opposition to or in favor of any such offer, request, or invitation. The Commission shall, for the purposes of this subsection, by rules and regulations define, and prescribe means reasonably designed to prevent, such acts and practices as are fraudulent, deceptive, or manipulative.

67. The Recommendation Statement violates Sections 14(d)(4) and 14(e) because it omits material facts, including those set forth above. Moreover, in the exercise of reasonable care, OPH and the Individual Defendants should have known that the Recommendation Statement is materially misleading and omits material facts that are necessary to render them non-misleading.

68. The misrepresentations and omissions in the Recommendation Statement are material to Plaintiff and the Class, and Plaintiff and the Class will be deprived of their entitlement to make a fully informed decision if such misrepresentations and omissions are not corrected prior to the expiration of the tender offer.

SECOND CAUSE OF ACTION

**On Behalf of Plaintiff for Violations of Section 20(a) of the Exchange Act
Against the Individual Defendants**

69. Plaintiff brings this cause of action on behalf of himself as an individual.

70. Plaintiff incorporates each and every allegation set forth above as if fully set forth herein.

71. The Individual Defendants acted as controlling persons of OPH within the meaning of Section 20(a) of the Exchange Act as alleged herein. By virtue of their positions as officers and/or directors of OPH, and participation in and/or awareness of the Company's operations and/or intimate knowledge of the false statements contained in the Recommendation Statement filed with the SEC, they had the power to influence and control and did influence and control, directly or indirectly, the decision making of the Company, including the content and dissemination of the various statements which Plaintiff contends are false and misleading.

72. Each of the Individual Defendants were provided with or had unlimited access to copies of the Recommendation Statement and other statements alleged by Plaintiff to be misleading prior to and/or shortly after these statements were issued and had the ability to prevent the issuance of the statements or cause the statements to be corrected.

73. In particular, each of the Individual Defendants had direct and supervisory involvement in the day-to-day operations of the Company, and, therefore, is presumed to have had the power to control or influence the particular transactions giving rise to the securities violations alleged herein, and exercised the same. The Recommendation Statement at issue contains the unanimous recommendation of each of the Individual Defendants to approve the Proposed Transaction. They were, thus, directly involved in the making of this document.

74. In addition, as the Recommendation Statement sets forth at length, and as described herein, the Individual Defendants were each involved in negotiating, reviewing, and approving the Proposed Transaction. The Recommendation Statement purports to describe the various issues and information that the Individual Defendants reviewed and considered. The Individual Defendants participated in drafting and/or gave their input on the content of those descriptions.

75. By virtue of the foregoing, the Individual Defendants have violated Section 20(a) of the Exchange Act.

76. As set forth above, the Individual Defendants had the ability to exercise control over and did control a person or persons who have each violated Section 14(a) and SEC Rule 14a-9, by their acts and omissions as alleged herein. By virtue of their positions as controlling persons, these defendants are liable pursuant to Section 20(a) of the Exchange Act. As a direct and proximate result of Individual Defendants' conduct, Plaintiff will be irreparably harmed.

THIRD CAUSE OF ACTION

Claim for Breach of Fiduciary Duties Against the Individual Defendants

77. Plaintiff brings this cause of action on behalf of himself and all other similarly situated shareholders in OPH.

78. Plaintiff incorporates each and every allegation set forth above as if fully set forth herein.

79. The Individual Defendants have violated fiduciary duties of care, loyalty, disclosure and good faith owed to public shareholders of OPH.

80. By the acts, transactions and courses of conduct alleged herein, the Individual 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 of their investment in OPH.

81. As demonstrated by the allegations above, the Individual Defendants failed to exercise the care required, and breached their duties of loyalty, good faith, disclosure and independence owed to the shareholders of OPH because, among other reasons, they failed to take steps to maximize the value of OPH to its public shareholders.

82. The Individual Defendants dominate and control the business and corporate affairs of OPH, and are in possession of private corporate information concerning OPH's assets, business and future prospects. Thus, there exists an imbalance and disparity of knowledge and economic power between them and the public shareholders of OPH which makes it inherently unfair for them to benefit their own interests to the exclusion of maximizing shareholder value.

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

84. As a result of the actions of the Individual Defendants, Plaintiff and the Class will suffer irreparable injury in that they have not and will not receive their fair portion of the value of OPH's assets and businesses and have been and will be prevented from obtaining a fair price for their common stock.

85. Unless the Individual Defendants are enjoined by the Court, they 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.

86. 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 the Individual Defendants' actions threaten to inflict.

FOURTH CAUSE OF ACTION

**On Behalf of Plaintiff and the Class
Against ACI and Merger Sub for Aiding and Abetting the
Individual Defendants' Breach of Fiduciary Duty**

87. Plaintiff brings this cause of action on behalf of himself and all other similarly situated shareholders in OPH.

88. Plaintiff incorporates each and every allegation set forth above as if fully set forth herein.

89. ACI and Merger Sub have acted and are acting with knowledge of the fact that the Individual Defendants are in breach of their fiduciary duties to OPH's public shareholders, and have participated in such breaches of fiduciary duties.

90. ACI and Merger Sub knowingly aided and abetted the Individual Defendants' wrongdoing alleged herein. In so doing, ACI and Merger Sub rendered substantial assistance in order to effectuate the Individual Defendants' plan to consummate the Proposed Transaction in breach of their fiduciary duties.

91. Plaintiff has no adequate remedy at law.

PRAYER FOR RELIEF

WHEREFORE, Plaintiff demands injunctive relief in her favor and in favor of the Class and against Defendants as follows:

A. Declaring that this action is properly maintainable as a Class action and certifying Plaintiff as Class representatives;

B. Enjoining Defendants, their agents, counsel, employees and all persons acting in concert with them from consummating the Proposed Transaction, unless and until the Company adopts and implements a procedure or process to obtain transaction providing the best possible terms for shareholders and discloses all material information required under State and Federal law;

C. Rescinding, to the extent already implemented, the Proposed Transaction or any of the terms thereof, or granting Plaintiff and the Class rescissory damages;

D. Directing the Individual Defendants to account to Plaintiff and the Class for all damages suffered as a result of the Individual Defendants' wrongdoing;

E. Awarding Plaintiff the costs and disbursements of this action, including reasonable attorneys' and experts' fees; and

F. Granting such other and further equitable relief as this Court may deem just and proper.

Dated: October 25, 2013

By: /s/ Marshall P. Dees

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MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding (the "Memorandum") is entered into as of October 27, 2013, by and among the undersigned parties to *Williams v. Official Payments Holdings, et al.*, Case No. 8970-CS (the "Delaware Action"), pending before the Court of Chancery of the State of Delaware (the "Court"), and *Giachero v. Official Payments Holdings Inc., et al.*, Case No. 13-A-08794-8, pending before the Superior Court of Gwinnet County of the State of Georgia (the "Georgia Action," and together with the Delaware Action, the "Actions"). Plaintiffs in the Delaware and Georgia Actions are referred to herein as "Plaintiffs" and their counsel, individually and collectively, as "Plaintiffs' Counsel." Defendants in the Delaware Action are collectively referred to herein as "Defendants" and their counsel as "Defendants' Counsel."

WHEREAS, on September 23, 2013, Official Payments Holdings, Inc. ("OPAY" or the "Company") announced that it had entered into an Agreement and Plan of Merger (the "Merger Agreement") pursuant to which it would be acquired by ACI Worldwide Inc. ("ACI") for a cash price of \$8.35 per share (the "Proposed Transaction");

WHEREAS, following the announcement of the Proposed Transaction, three putative class-action lawsuits challenging the Proposed Transaction were filed, all of which the parties agree arise from the same set of operative facts and involve the same putative class: the first, the Delaware Action, in this Court on October 2, 2013, a second, the Georgia Action, in the Superior Court of Gwinnet County of the State of Georgia on October 14, 2013; and a third, in the United States District Court for the Northern District of Georgia on October 25, 2013 (*Vesely v. Official Payments Holdings, Inc., et al.*, Case 1:13-mi-99999-UNA) (the "Vesely Action");

WHEREAS, on October 4, 2013, OPAY filed a solicitation statement in connection with the Proposed Transaction on Schedule 14D-9 (the "14D-9") with the Securities and Exchange Commission (the "SEC");

WHEREAS, on October 10, 2013, an amended complaint (the "Amended Complaint") was filed in the Delaware Action, alleging, among other things: (1) that the individual members of the board of directors of OPAY breached their fiduciary duties owed to the shareholders of the Company by approving the Company's entry into the Merger Agreement; (2) that the individual members of the board of directors of OPAY breached their fiduciary duties owed to shareholders by failing to take steps to maximize the value of OPAY, including the use of and failure to waive certain so-called "Don't Ask, Don't Waive" standstill provisions; (3) that ACI aided and abetted such breaches of fiduciary duties by the individual members of the board of directors of OPAY; and (4) that the Company omitted material facts from the 14D-9 it filed with the SEC;

WHEREAS, on October 11, 2013, the First Request for the Production of Documents and Things was served on Defendants in connection with the Delaware Action;

WHEREAS, also on October 11, 2013, in connection with the Delaware Action, a *Subpoena Duces Tecum and Ad Testificandum* was served on non-party William Blair & Company ("William Blair"), which served as a financial advisor to OPAY in connection with the Proposed Transaction;

WHEREAS, on October 14, 2013, a motion for expedited proceedings and a preliminary injunction was filed in connection with the Delaware Action;

WHEREAS, on October 15, 2013, the parties to the Delaware and Georgia Actions agreed to a schedule for expedited discovery proceedings in Delaware, as part of that agreement whereby plaintiff in the Georgia Action agreed to the immediate dismissal of the Georgia Action and to participate in the Delaware Action;

WHEREAS, on October 16, 2013, Plaintiffs and Defendants engaged in discussions regarding the production of documents and deposition testimony from OPAY and William Blair;

WHEREAS, on October 18, 2013, the parties agreed, and Defendants filed, a stipulation and proposed order governing the production and exchange of confidential discovery material with the Court, which was approved by the Court on October 21, 2013;

WHEREAS, between October 21, 2013 and October 22, 2013, Defendants and William Blair produced document discovery (including, but not limited to, board minutes, financial presentations, and emails concerning the Proposed Transaction and the process that led thereto) in accordance with the parties' October 18th stipulation;

WHEREAS, Plaintiffs, in consultation with the financial consultant they had engaged, promptly reviewed all of the documents produced by Defendants;

WHEREAS, on October 21, 2013, Defendants filed a stipulated and proposed scheduling order regarding expedited proceedings, which was approved by the Court on October 23, 2013;

WHEREAS, in connection with the approval of that form of Order, the Court scheduled a hearing on the request of the plaintiff in the Delaware Action for injunctive relief;

WHEREAS, on October 23, 2013, James C. Hale, Chairman of the Board of Directors of OPAY, was deposed in Chicago, Illinois;

WHEREAS, on October 24, 2013, Robert Metzger, Managing Director and Head of Financial Services and Technology Investment Banking at William Blair, was deposed in Chicago, Illinois;

WHEREAS, on October 25, 2013, Plaintiffs filed an opening brief in support of a motion for a preliminary injunction in the Delaware Action;

WHEREAS, after arm's-length negotiations, counsel to the parties have reached an agreement-in-principle concerning the proposed settlement of the Actions, which they set forth herein;

WHEREAS, Defendants each have denied, and continue to deny, that they have committed or aided and abetted in the commission of any violation of law or engaged in any of the wrongful acts alleged in the Delaware Action or the Georgia Action, and expressly maintain that they diligently and scrupulously complied with their fiduciary and other legal duties and are entering into this Memorandum solely to eliminate the burden and expense of further litigation; and

WHEREAS, Plaintiffs state that they brought their claims in good faith and continue to believe that their claims have legal merit, but nevertheless believe that the terms contained in this Memorandum are fair, reasonable, and adequate to both the Company and its shareholders and that it is reasonable to pursue a settlement of the Actions based upon the terms outlined herein;

NOW, THEREFORE, the parties to the Actions have reached an agreement-in-principle providing for the settlement of the Actions on the terms and subject to the conditions set forth below (the "Settlement"), which the parties believe is in the best interests of the parties and public shareholders of OPAY. The parties will attempt in good faith to promptly agree upon an appropriate stipulation of settlement (the "Stipulation") and such other documentation as may be required in order to obtain final approval by the Court of the Settlement and the dismissal of the Delaware Action, and such Stipulation shall be executed and submitted to the Court for approval at the earliest practicable time. The consummation of the Settlement is subject to, among other conditions set forth in Paragraph 5 below, the drafting and execution of the Stipulation. The Settlement and the Stipulation shall expressly provide for and encompass the following and other customary terms:

1. Pursuant to their agreement with Plaintiffs, Defendants have agreed:

(a) to provide the additional disclosures attached hereto as Exhibit A (the "Supplemental Disclosures"), to be filed with the SEC as an amendment to the 14D-9 promptly upon execution of this Memorandum, and in no event later than October 28, 2013;

(b) to waive the provision that had prohibited 39 of 40 potential strategic acquirers and financial sponsors from requesting a waiver of their standstill obligations, which is also known as a “don’t-ask-don’t waive” provision, in the non-disclosure agreements (“NDAS”) between the Company and those 39 parties (the “NDA Parties”), and to inform the NDA Parties of the waiver (the “DADW Waiver”) on October 27, 2013; and

(c) to extend the deadline for the tender offer from November 1, 2013 to November 4, 2013 (the “Tender Offer Extension”).

Without admitting any wrongdoing, Defendants acknowledge that the filing and prosecution of the Delaware and Georgia Actions and discussions with Plaintiffs’ Counsel were the sole cause for the Supplemental Disclosures, DADW Waiver, and Tender Offer Extension. Plaintiffs’ counsel have proposed, reviewed, commented on, and approved the Supplemental Disclosures.

2. The parties shall engage in such further discovery, to be agreed upon by the parties, as is reasonably necessary to allow Plaintiffs to confirm that the Settlement is fair, reasonable and adequate (the “Confirmatory Discovery”). The parties shall make best efforts to complete such Confirmatory Discovery within 45 days of the execution of this Memorandum. In the event the parties are unable to agree on the scope of the Confirmatory Discovery, the scope of such Confirmatory Discovery shall be determined by the Court.

3. Subject to Plaintiffs' continuing belief in the fairness, adequacy and reasonability of the Settlement, the parties to the Actions will use their best efforts to agree upon, execute and present to the Court within sixty (60) days of the satisfactory completion of any Confirmatory Discovery by Plaintiffs' Counsel, a formal stipulation of settlement (the "Stipulation") and such other documents as may be necessary and appropriate to obtain the prompt approval by the Court of the Settlement and the dismissal with prejudice of the Delaware Action (the Georgia Action to have been previously dismissed with prejudice) in the manner contemplated herein and by the Stipulation.

4. Subject to Plaintiffs' continuing belief in the fairness, adequacy and reasonability of the Settlement, the Stipulation shall include, among other things, the following provisions:

(a) the conditional certification of the Delaware Action as a non opt-out class action pursuant to Court of Chancery Rule 23 on behalf of a class consisting of all record and beneficial owners of OPAY common stock during the period beginning on September 23, 2013, through the date of the consummation of the Proposed Transaction, including any and all of their respective successors in interest, predecessors, representatives, trustees, executors, administrators, heirs, assigns or transferees, immediate and remote, and any person or entity acting for or on behalf of, or claiming under, any of them, and each of them (the "Class," to be composed of "Class Members"). Excluded from the Class are Defendants, members of the immediate family of any Defendant, any entity in which a Defendant has or had a controlling interest, and the legal representatives, heirs, successors or assigns of any such excluded person;

(b) an agreement to a form of notice to submit for approval by the Court (when approved by the Court, the "Notice"). OPAY shall be solely responsible for providing Notice of the Settlement to the members of the Class in the form and manner directed by the Court. OPAY shall pay all costs and expenses incurred in filing and publishing the Supplemental Disclosures and providing Notice of the Settlement to members of the Class, with the understanding that Notice shall be effected by U.S. Mail;

(c) the complete discharge, dismissal with prejudice on the merits, release and settlement of, and a permanent injunction barring, to the fullest extent permitted by law, any and all manner of claims, demands, rights, actions, causes of action, liabilities, damages, losses, obligations, judgments, duties, suits, costs, expenses, matters and issues known and unknown, contingent or absolute, suspected or unsuspected, disclosed or undisclosed, liquidated or unliquidated, matured or unmatured, accrued or unaccrued, apparent or unapparent, including unknown claims that could have been, or in the future can or might be asserted in any court, tribunal or proceeding, against Defendants, William Blair, and their respective predecessors, successors-in-interest, parents, subsidiaries, affiliates, representatives, agents, trustees, executors, heirs, spouses, marital communities, assigns or transferees and any person or entity acting for or on behalf of any of them and each of them, and each of their predecessors, successors-in-interest, parents, subsidiaries, affiliates, representatives, agents, trustees, executors, heirs, spouses, marital communities, assigns or transferees and any person or entity acting for or on behalf of any of them and each of them (including, without limitation, any investment bankers, accountants, insurers, reinsurers or attorneys and any past, present or future officers, directors and employees of any of them) (individually a "Released Party," and collectively, the "Released Parties"), by Plaintiffs or any member of the Class in their capacity as stockholders, related to the Proposed Transaction, in any forum, including class, derivative, individual, or other claims, whether state, federal, or foreign, common law, statutory, or regulatory, including, without limitation, claims under the federal securities laws or state disclosure laws, arising out of, related to, or concerning (i) the allegations contained in the Actions, (ii) the Proposed Transaction, any agreements, and disclosures relating to the Proposed Transaction, and any compensation or other payments made to any of the Defendants in connection with the Proposed Transaction, (iii) the Supplemental Disclosures, any amendments thereto or any other disclosures relating to the Proposed Transaction, or any purported failure to disclose, with or without scienter, material facts to stockholders in connection with the Proposed Transaction, or (iv) any purported aiding and abetting of any of the foregoing (collectively, the "Settled Claims"); provided, however, that the Settled Claims shall not include the right of the Plaintiffs or any members of the Class to enforce in the Court the terms of the Stipulation or any claims for appraisal, if any, pursuant to 8 Del. Code § 262;

(d) a release by Defendants of Plaintiffs, members of the Class and their counsel, from all claims or sanctions, known or unknown, accrued or unaccrued, arising out of or in any way related to the instituting, prosecution, settlement or resolution of the Actions, provided however, that the Defendants and Released Parties shall retain the right to enforce in the Court the terms of this Memorandum, the Settlement, or the Stipulation;

(e) a statement that Defendants have denied, and continue to deny, that any of them have committed or have threatened to commit any violations of law or breaches of duty to the Plaintiffs, the Class or anyone else;

(f) a statement that Defendants are entering into the Settlement solely because it will eliminate the uncertainty, distraction, burden and expense of further litigation;

(g) a statement that Plaintiffs believe that their claims had substantial merit when filed and are settling these claims solely because they believe that the Supplemental Disclosures, DADW Waiver and Tender Offer Extension will provide substantial value to the stockholders of OPAY;

(h) a statement that Plaintiffs will not seek any further disclosures other than those set forth on Exhibit A;

(i) a statement that Plaintiffs have concluded that the Settlement is fair and adequate, and that it is reasonable to pursue the Settlement based upon the terms and procedures outlined herein;

(j) a statement that in the event the Settlement does not become final for any reason, Defendants reserve the right to oppose certification of any class in future proceedings;

(k) a statement that plaintiff in the Georgia Action has filed a notice of dismissal with prejudice of the Georgia Action or has taken any and all required steps to effect dismissal with prejudice of the Georgia Action; and

(l) an Order, subject to further Order of the Court, that pending final determination of whether the Settlement should be approved, Plaintiffs and all members of the Class, or any individually, are barred and enjoined from commencing, prosecuting, instigating or in any way participating in the commencement or prosecution of any action asserting any Settled Claims, either directly, representatively, derivatively or in any other capacity, against any Released Party;

(m) a statement that: (i) the release contemplated by the Stipulation shall extend to claims that the parties granting the release (the “Releasing Parties”) do not know or suspect to exist at the time of the release, which if known, might have affected the Releasing Parties’ decision to enter into the release; (ii) the Releasing Parties shall be deemed to relinquish, to the extent applicable, and to the full extent permitted by law, the provisions, rights and benefits of Section 1542 of the California Civil Code; and (iii) the Releasing Parties shall be deemed to waive any and all provisions, rights and benefits conferred by any law of any state or territory of the United States, or principle of common law, which is similar, comparable or equivalent to California Civil Code § 1542, which provides:

A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS WHICH THE CREDITOR DOES NOT KNOW OR SUSPECT OT EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE, WHICH IF KNOWN BY HIM OR HER MUST HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR.

Plaintiffs acknowledge, and the members of the Class shall be deemed by operation of the entry of a final order and judgment approving the Settlement to have acknowledged that the forgoing waiver (of the “Unknown Claims”) was separately bargained for, is an integral element of the Settlement, and was relied upon by each and all of the Defendants in entering into the Settlement.

(n) a statement that the parties and their counsel have at all times relating to the Actions complied with Delaware Court of Chancery Rule 11.

(o) a statement that the releases extended to Plaintiffs and Plaintiffs' Counsel include "Unknown Claims" as defined above.

5. This Memorandum shall be null and void and of no force and effect, unless otherwise agreed to by the parties pursuant to the terms hereof, if: (a) the Settlement does not obtain final approval by the Court for any reason; (b) the Proposed Transaction is not consummated for any reason; (c) the Court does not approve a complete release of all Released Parties; (d) the Court declines to certify a mandatory non-opt-out Class as requested in the Stipulation. In the event any party withdraws from the Settlement, this Memorandum shall not be deemed to prejudice in any way the respective positions of the parties with respect to the Delaware Action, except that Defendants may, at their sole discretion, agree to elect to waive the requirement that the Merger be consummated and choose to enforce the settlement.

6. If any action is currently pending or later filed in state or federal court asserting claims that are related to the subject matter of the Actions prior to Final Court Approval of the proposed Settlement, which, for the avoidance of doubt, shall include the Vesely Action, Plaintiffs shall cooperate with Defendants in obtaining the dismissal, stay or withdrawal of such related litigation, including where appropriate joining any motion to dismiss or stay such litigation.

7. Plaintiffs further agree that, pending negotiation, execution and Final Court Approval of the Settlement by the Court, and except as otherwise ordered by the Court, Plaintiffs will cease the proceedings and stay the Delaware Action. Plaintiffs' counsel further agrees that Defendants' time to answer or otherwise respond to the Amended Complaint or any outstanding discovery requests is extended indefinitely.

8. This Memorandum will be executed by counsel for the parties to the Actions, each of whom represents and warrants that they have the authority from their client(s) to enter into this Memorandum and bind their clients thereto, that they have been stockholders of OPAY at all relevant times, that as of the date hereof, they continue to hold their stock in the Company, and that none of the named Plaintiffs' claims or causes of action referred to in any complaint in the Actions or this Memorandum have been assigned, encumbered or in any manner transferred in whole or in part.

9. This Memorandum, the Stipulation and the Settlement shall be governed by and construed in accordance with the laws of the State of Delaware without regard to Delaware's principles governing choice of law. The Settlement shall be submitted for approval only by the Chancery Court of Delaware, and all fee applications must be made in the Chancery Court of Delaware. The parties agree that any dispute arising out of or relating in any way to this Memorandum, the Stipulation or the Settlement shall not be litigated or otherwise pursued in any forum or venue other than the Court, and the parties expressly waive any right to demand a jury trial as to any such dispute.

10. This Memorandum constitutes the entire agreement between the parties and may be modified or amended only by a writing, signed by all of the signatories hereto, that refers specifically to this Memorandum.

11. The provisions contained in this Memorandum shall not be deemed a presumption, concession or admission by any party of any fault, liability, wrongdoing, or any infirmity or weakness of any claim or defense, as to any facts or claims that have been or might be alleged or asserted in the Actions, or any other action or proceeding that has been, will be, or could be brought, and shall not be interpreted, construed, deemed, invoked, offered, or received in evidence or otherwise used by any person in the Actions, or in any other action or proceeding, whether civil, criminal or administrative, for any purpose other than as provided expressly herein, provided, however, that it may be introduced for purposes of an application for an award of attorneys' fees and expenses by Plaintiffs' Counsel.

12. This Memorandum shall be binding upon and inure to the benefit of the parties and their respective agents, executors, heirs, successors and assigns.

13. The Plaintiffs reserve the right to make a petition for an award of attorneys' fees and expenses to the Court in connection with their role in causing the Supplemental Disclosures, DADW Waiver and Tender Offer Extension. Subject to the terms and conditions of this Memorandum, the terms and conditions of the Stipulation contemplated hereby and subject to final approval of the Settlement and an award of attorneys' fees and expenses by the Court, OPAY, either on behalf of itself or through its insurer(s) or successors, and for the benefit of the other defendants in the Delaware Action, shall pay such fees and expenses as are awarded by the Court to Delaware Plaintiffs' Counsel within ten (10) business days after entry of the Court's order awarding such fees. In the event that any such order is reversed or modified on appeal, Plaintiffs' counsel are jointly and severally obliged to refund to Defendants the amount by which the fees and expenses were reduced and all interest accrued or accumulated thereon. As of the signing of this Memorandum, Plaintiffs and Defendants have not discussed the amount of any such fee award. The Plaintiffs and Defendants will seek to negotiate in good faith the amount of such fees and expenses after all other terms of the Stipulation have been negotiated. Any failure by the parties to reach agreement in the Stipulation on an amount of fees and expenses, or by the Court to approve the amount of such fees, shall not affect the validity of the Settlement. Except as provided in this Memorandum, the Released Parties shall bear no other expenses, costs, damages, or fees alleged or incurred by the named Plaintiffs, by any member of the Class, or by any of their attorneys, experts, advisors, agents or representatives.

14. Plaintiffs and Plaintiffs' Counsel expressly reserve their rights, if any, to seek an award of attorneys' fees and costs if the parties do not consummate the Proposed Transaction or if the Settlement is not approved by the Court. The Defendants reserve their right to oppose the amount of any such fee application.

15. The parties to the Actions will present the Settlement to the Court for hearing and approval as soon as reasonably practicable following dissemination of appropriate notice to class members, and will use their individual and collective best efforts to obtain Final Court Approval of the Settlement and the dismissal of the Actions with prejudice as to all claims asserted or which could have been asserted against the Defendants in the Actions and without costs to any party, except as expressly provided herein. As used herein, "Final Court Approval" of the Settlement means that the Court has entered an order approving the Settlement in accordance with the Stipulation, and such order is finally affirmed on appeal or is no longer subject to appeal and the time for any petition for reargument, appeal or review, by leave, certiorari, or otherwise, has expired.

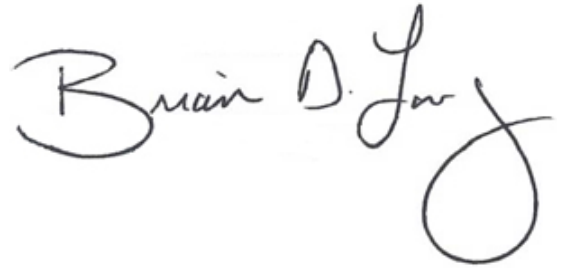
16. The "Effective Date" of the settlement shall be the date on which the Order of the Court approving the settlement and dismissal of the Delaware Action becomes final and no longer subject to further appeal or review, whether by exhaustion of any possible appeal, writ of certiorari, lapse of time or otherwise.

17. This Memorandum may be executed in any number of actual or telecopied counterparts and by each of the different parties on several counterparts, each of which when so executed and delivered will be an original. The executed signature page(s) from each actual or telecopied counterpart may be joined together and attached and will constitute one and the same instrument.

IN WITNESS WHEREOF, the parties have executed this Memorandum effective as of the date set forth above.

Dated: October 27, 2013


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Attorneys for Olympic Acquisition Corp. and ACI Worldwide Inc.

EXHIBIT A

SECURITIES AND EXCHANGE COMMISSION

Washington, D.C. 20549

SCHEDULE 14D-9

(RULE 14d-101)

SOLICITATION/RECOMMENDATION STATEMENT
UNDER SECTION 14(D)(4) OF THE SECURITIES EXCHANGE ACT OF 1934
(Amendment No. 3)

OFFICIAL PAYMENTS HOLDINGS, INC.

(Name of Subject Company)

OFFICIAL PAYMENTS HOLDINGS, INC.

(Name of Person Filing Statement)

Common Stock, \$0.01 par value per share
(Title of Class of Securities)

676235104

(CUSIP Number of Class of Securities)

Alex P. Hart
President and Chief Executive Officer
3550 Engineering Drive
Suite 400
Norcross, GA 30092
(770) 325-3100

(Name, Address and Telephone Number of Person Authorized to Receive Notices and Communications
on Behalf of the Persons Filing Statement)

With copies to:

David Breach
Jeffrey Symons
Kirkland & Ellis LLP
601 Lexington Avenue
New York, New York 10022
(212) 446-4800

Check the box if the filing relates solely to preliminary communications made before the commencement of a tender offer.

This Amendment No. 3 ("Amendment No. 3") amends and supplements the Schedule 14D-9 filed with the Securities and Exchange Commission (the "Commission") on October 4, 2013 by Official Payments Holdings, Inc., a Delaware corporation (the "Company"), as amended by Amendment No. 1 filed with the Commission on October 18, 2013 and Amendment No. 2 filed with the Commission on October 22, 2013 (the "Schedule 14D-9"), relating to the tender offer by ACI Worldwide, Inc., a Delaware corporation ("ACI"), to purchase all of the issued and outstanding shares of common stock of the Company ("Shares") at a price per Share equal to \$8.35 in cash, net to the seller, without interest and less any required withholding taxes, upon the terms and subject to the conditions set forth in the Offer to Purchase dated October 4, 2013 (as amended) and in the related Letter of Transmittal.

The information in the Schedule 14D-9 is incorporated in this Amendment No. 3 by reference to all of the applicable items in the Schedule 14D-9, except that such information is hereby amended and supplemented to the extent specifically provided in this Amendment No. 3. Capitalized terms used in this Amendment No. 3 without definition shall have the meanings specified in the Schedule 14D-9.

Reasons for the Recommendation of the Company Board

Item 4. The Solicitation or Recommendation.

Item 4, "The Solicitation or Recommendation" is hereby amended and supplemented as follows:

Background of the Offer; Reasons for the Recommendation of the Company Board.

Background of the Offer.

The fourth full paragraph on page 13 of the Schedule 14D-9 is hereby amended and supplemented by inserting the following as the third sentence of the paragraph:

"It was mutually agreed by Mr. Heasley and the remainder of the Company Board that he should not stand for re-election as a director of the Company in light of ACI's recent acquisition of Online Resources Corporation, which created the potential for conflicts of interest in the future."

The final sentence of the fourth full paragraph on page 13 of the Schedule 14D-9 is hereby amended and restated in its entirety to read as follows:

"A list of seven potential acquisition targets that had been identified by management with the assistance of William Blair was then discussed, along with the anticipated synergies, costs and risks associated with each potential target."

The second and third sentences of the second full paragraph on page 14 of the Schedule 14D-9 are hereby amended and restated in their entirety to read as follows:

"The Development Committee discussed three potential acquisition targets and whether such acquisitions would be accretive to the Company, along with the anticipated synergies, costs and risks associated with each potential target. The potential acquisition targets had been identified by management with the assistance of William Blair. After careful consideration and discussion, the Development Committee decided that it would report to the Company Board that it was the consensus of the Development Committee that pursuing an acquisition strategy with these three potential acquisition candidates was not in the best interest of the Company or its stockholders, as they had the potential to adversely impact certain of the Company's key business relationships, including its relationship with the Internal Revenue Service, were beyond the financial capacity of the Company to execute and/or the management teams of the potential candidates had inflated expectations as to valuation."

The fourth sentence of the final paragraph beginning on page 14 and continuing on to page 15 of the Schedule 14D-9 is hereby amended and restated in its entirety to read as follows:

“The Development Committee further noted that the consensus of the Development Committee was that the Company did not have the financial capacity to execute an acquisition of the target size preferred by the Development Committee and recommended by William Blair (which was generally in the range of \$20 million), and that, while no detailed valuation analysis had been performed with respect to the various target companies, their management teams had inflated expectations as to valuation.”

The final paragraph beginning on page 15 and continuing onto page 16 of the Schedule 14D-9 is hereby amended and restated by in its entirety to read as follows:

“Throughout mid-May, June and July of 2013, William Blair contacted 79 potential acquirers, 40 of which were potential strategic acquirers and 39 of which were financial sponsors, to gauge their interest in a possible transaction involving the Company. The Company ultimately provided confidential information to, and executed confidentiality and standstill agreements with, 39 parties during this period, 12 of which were potential strategic acquirers and 27 of which were financial sponsors. The majority of the confidentiality and standstill agreements contain a standstill provision (a “standstill”) preventing the potential bidder from offering to purchase Shares for a specified period of time, ranging from nine to 24 months, without the written invitation of the Company Board. Not all of the parties that were willing to execute a confidentiality agreement with the Company were prepared to accept a standstill. In these instances, the Company and its advisors weighed the benefit of having the potential acquirer participate in the process, the nature of the information that was likely to be provided to the potential acquirer and the risks to the strategic assessment process if a standstill were not obtained. As a result, not all of the confidentiality agreements contain a standstill. In addition, the confidentiality agreements contain a provision stating that a potential bidder is not permitted to ask for a waiver of the standstill (a “no-ask, no-waiver” provision). Thus, absent the Company’s decision to affirmatively waive the no-ask-no-waiver provisions of the confidentiality agreements, none of the parties to the confidentiality agreements could approach the Company to request a waiver of the standstill to present an offer to purchase Shares in a consensual merger or other form that might constitute a superior proposal under the terms of the Merger Agreement with ACI. However, the Merger Agreement permits the Company Board to waive such provisions if the Company Board determines that the failure to do so would be reasonably likely to be inconsistent with its fiduciary obligations. The confidentiality and standstill agreement entered into with ACI contained a nine month standstill and a non-solicitation of employees covenant that terminates on the earlier to occur of (i) 15 days following the date on which the Company completed a change of control transaction and (ii) nine months following the date of the ACI confidentiality and standstill agreement. All of the standstills remain in effect and none has been waived.”

The fourth full paragraph on page 16 of the Schedule 14D-9 is hereby amended and supplemented by inserting the following at the end of the paragraph:

“Of the nine parties invited to continue in the process, four were financial sponsors and five were potential strategic acquirers. The other six parties that had submitted indications of interest were not invited to continue in the process largely because their proposed acquisition prices were not competitive or attractive to the Company Board.”

The fifth full paragraph on page 17 of the Schedule 14D-9 shall be amended and supplemented by inserting the following at the end of the paragraph:

Strategic Buyer 1 had initiated discussions with William Blair early in the month of August regarding the sales process and had executed a confidentiality and standstill agreement on August 6, 2013, after which it was granted access to the online data room.

The sixth full paragraph on page 17 of the Schedule 14D-9 shall be amended and supplemented by inserting the following at the end of the paragraph:

In late August, Mr. Hart had dinner with Mr. Heasley, during which the potential transaction was discussed at a high level, as was the potential for Mr. Hart to assume a position within ACI if a transaction were consummated. No specific proposal was made to Mr. Hart. Messrs. Hart and Heasley again discussed a potential role for Mr. Hart with ACI on a few occasions in October, 2013, but no agreement has been reached. It is currently anticipated that Mr. Hart may serve as a consultant during a transition period, before moving on to pursue other opportunities.

The following paragraph shall be added immediately following the first full paragraph on page 20 of the Schedule 14D-9.

On Sunday, October 27, 2013, the Company provided written notice to each of the parties with which it had entered into a confidentiality and standstill agreement, that the Company was formally waiving the no-ask, no-waiver provisions in such confidentiality and standstill agreements. The Company's decision to waive such no-ask, no-waiver provisions was a result of settlement discussions regarding certain shareholder litigation brought in connection with the proposed merger.

Opinion of the Company's Financial Advisor.

Discounted Cash Flow Analysis.

The first paragraph under the heading "Discounted Cash Flow Analysis" on page 28 of the Schedule 14D-9 is hereby amended and supplemented by inserting the following as the second and third sentences of the paragraph:

"Free cash flow for this analysis is defined as adjusted EBITDA less taxes, capital expenditures and changes in net working capital. Stock-based compensation was treated as a non-cash expense for purposes of determining adjusted EBITDA."

The second paragraph under the heading "Discounted Cash Flow Analysis" on page 28 of the Schedule 14D-9 is hereby amended and the restated in its entirety to read as follows:

"To discount the projected free cash flows and assumed terminal value to present value, William Blair used discount rates ranging from 18% to 22%. The discount rates were selected by William Blair based on the Company's weighted average cost of capital ("WACC") applying the capital asset pricing ("CAP") model. The CAP model assumes the weighted average cost of debt and equity, according to the debt to equity ratio based on an assumed capital structure. To calculate a cost of equity, the CAP model requires adding (i) a risk-free rate, (ii) the product of an assumed beta multiplied by an equity risk premium and (iii) a size premium. To determine the range of diluted implied equity value per Share, William Blair subtracted management's estimate of total debt of \$0.00 and added management's estimate of total cash of \$30 million, excluding settlement cash, as of September 30, 2013. William Blair then divided this result by the total estimated Shares outstanding and Share equivalents as of September 30, 2013, which were approximately 17.8 million Shares (fully diluted). The diluted equity value implied by the discounted cash flow analysis utilizing the multiples based terminal value ranged from \$6.34 per Share to \$8.10 per Share. The diluted equity value implied by the discounted cash flow analysis utilizing the perpetuity growth rate based terminal value ranged from \$9.56 per Share to \$12.07 per Share. Additionally, as a result of historical net operating losses ("NOLs"), the Company has accumulated significant NOL carry forwards that present additional value opportunities in the proposed transaction. Management of the Company estimated the value of the Company's NOLs to be \$120 million as of September 30, 2013. William Blair performed a separate analysis to determine the net present value of the NOLs as of September 30, 2013 on a standalone intrinsic basis, and arrived at an incremental value of approximately \$1.17 per Share. William Blair used a corporate tax rate of 35% for purposes of this analysis. To derive the present value of the NOLs, William Blair applied a discount rate of 20%, the midpoint of the range of discount rates used in the Discounted Cash Flow analysis."

The following sentence shall be added immediately after the table presenting the results of the discounted cash flow analysis under the heading “Discounted Cash Flow Analysis” on page 28 of the Schedule 14D-9:

“The exit multiple methodology yielded an implied perpetuity growth rate range of 9.6% to 14.9%.”

The following table shall be added immediately after the sentence added above, which was added immediately after the table presenting the results of the discounted cash flow analysis under the heading “Discounted Cash Flow Analysis” on page 28 of the Schedule 14D-9:

Period	FY2014E	FY2015E	FY2016E	FY2017E
FCF (\$ millions)	\$ 9.9	\$ 11.6	\$ 14.2	\$ 18.8

The following two tables shall be added immediately after the table added above, under the heading “Discounted Cash Flow Analysis” on page 28 of the Schedule 14D-9:

		WACC Sensitivity Analysis			
		Size Premium			
		7.0%	8.0%	9.0%	10.0%
	0.90	16.4%	17.4%	18.4%	19.4
Levered	1.00	17.1%	18.1%	19.1%	20.1
Beta	1.10	17.9%	18.9%	19.9%	20.9
	1.20	18.6%	19.6%	20.6%	21.6
	1.30	19.3%	20.3%	21.3%	22.3

Weighted Average Cost of Capital	
Cost of Equity	
Risk-Free Rate(1)	2.94%
Levered Beta(2)	1.07
Market Risk Premium(3)	7.20%
Size Premium(3)	8.90%
Cost of Equity(4)	19.51%
Cost of Debt	
Debt / Capital	0.00%
Debt / Equity	0.00%
Pre-Tax Cost of Debt	—
Tax Rate	35.00%
After-Tax Cost of Debt(5)	—
Weighted Average Cost of Capital(6)	19.51%

- (1) Risk-Free Rate is the 10 year U.S. Treasury Yield as of September 10, 2013.
- (2) Three-year Weekly Levered Beta per Bloomberg as of September 10, 2013.
- (3) As reported by Ibbotson as of 2013. The Market Risk Premium represents the intermediate horizon expected equity risk premium; the Size Premium is the appropriate size premium based on equity market capitalization.
- (4) Cost of Equity = Risk Free Rate + (Beta * Market Risk Premium) + Size Premium.
- (5) After-Tax Cost of Debt = Pre-Tax Cost of Debt * (1-Tax Rate)
- (6) $WACC = (Debt/(Debt + Equity))(Cost\ of\ Debt)(1-Tax\ Rate) + (Equity/(Debt + Equity))(Cost\ of\ Equity)$

Leveraged Acquisition Analysis.

The first paragraph under the heading “Leveraged Acquisition Analysis” on page 29 of the Schedule 14D-9 is hereby amended and supplemented by inserting the following as the second sentence of the paragraph:

“For purposes of this analysis, William Blair assumed debt financing for the transaction of a \$19.7 million term loan at 6.0% cash interest and an initial financing fee of 2.0% and subordinated debt of \$7.9 million at 12% cash interest and 2.0% pay-in-kind interest and an initial financing fee of 3.0%.”

The following table shall be added immediately after the table presenting the results of the leveraged acquisition analysis under the heading “*Leveraged Acquisition Analysis*” on page 29 of the Schedule 14D-9:

	Range without NOL		Range with NOL	
	Low	High	Low	High
DCF - Perpetual Growth Sensivity	\$ 6.34	\$ 8.10	\$ 7.51	\$ 9.27
DCF - Terminal Exit Multiple Sensitivity	\$ 9.56	\$ 12.07	\$ 10.73	\$ 13.24
LBO - Exit Multiple Sensitivity	\$ 7.95	\$ 11.03	\$ 8.77	\$ 11.84
LBO - Leverage Multiple Sensitivity	\$ 8.31	\$ 10.44	\$ 9.13	\$ 11.26

The first paragraph under the heading “*Leveraged Acquisition Analysis*” on page 29 of the Schedule 14D-9 is hereby amended and supplemented by inserting the following at the end of the paragraph:

“William Blair used a corporate tax rate of 35% for purposes of this analysis. To derive the present value of the NOLs, William Blair applied a discount rate of 10%.”

The first full paragraph on page 31 of the Schedule 14D-9 is hereby amended and supplemented by inserting the following at the end of the paragraph:

“During the prior two years, William Blair has provided financial advisory services to the Company in 2011 and strategic assessment services to the Company in 2013 (discussed under “—Background of the Offer”), and has received approximately \$75,000 in fees in the aggregate for providing these services. During the prior two years, William Blair has not provided any services to ACI.”

Item 8. Additional Information.

Item 8, “Additional Information” is hereby amended as follows:

Litigation.

The following paragraphs shall be added after the first full paragraph under the heading “*Litigation*” on page 34 of the Schedule 14D-9:

“On October 10, 2013, the plaintiff in *Williams v. Official Payment Holdings, et al.* (the “Delaware Action”) filed an amended complaint, which asserts substantially the same legal theories as the initial complaint, but further alleges that the Company omitted material facts from the Schedule 14D-9 it filed with the Securities and Exchange Commission on October 4, 2013. On October 14, 2013 the plaintiff in the Delaware Action filed a motion for a preliminary injunction requesting the court to enjoin defendants from consummating the Merger.

On October 25, 2013, an additional putative class action lawsuit, captioned *Vesely v. Official Payments Holdings, Inc., et al.*, Case No. 1:13-mi-99999-UNA (the “Vesely Action”), was filed in the United States District Court for the Northern District of Georgia. The Vesely Action names the same defendants and asserts substantially similar claims as alleged in the prior Delaware Action and in *Giacherio v. Official Payment Holdings, et al.*, but further alleges that OPAY and its board of directors violated certain sections of the Securities Exchange Act of 1934. None of the defendants have yet been served in the Vesely Action.

On October 27, 2013, the Company entered into a Memorandum of Understanding (the “MOU”) with the plaintiffs in the Delaware Action and *Giachero v. Official Payment Holdings, et al.*, which sets forth the parties’ agreement in principle for settlement. As explained in the MOU, the Company has agreed to the settlement solely to eliminate the burden and expense of further litigation and without admitting any liability or wrongdoing. The MOU contemplates that the parties will seek to enter into a stipulation of settlement providing for the appropriate certification of a non opt-out class, for settlement purposes only, that includes any and all record and beneficial owners of OPAY common stock during the period beginning on September 23, 2013, through the date of the consummation of the merger, including any and all of their respective successors in interest, predecessors, representatives, trustees, executors, administrators, heirs, assigns or transferees, immediate and remote, and any person or entity acting for or on behalf of, or claiming under, any of them, and each of them and the release of all asserted claims. The asserted claims will not be released until such stipulation of settlement is approved by the Delaware Chancery Court. There can be no assurance that the parties will ultimately enter into a stipulation of settlement or that the court will approve such settlement even if the parties were to enter into such stipulation. The settlement will not affect the merger consideration to be received by the Company stockholders.

Additionally, as part of the settlement, the board of directors has agreed to waive all no-ask, no-waiver provisions contained in the confidentiality agreements signed by former potential bidders. The Company also has agreed to make certain additional disclosures related to the proposed merger, which are set forth in Amendment No. 3 to this Schedule 14D-9. The additional disclosures supplement the disclosures contained in the Schedule 14D-9 filed by the Company with the SEC on October 4, 2013 and should be read in conjunction with the disclosures contained in the Schedule 14D-9, which in turn should be read in its entirety. Nothing in this filing or any stipulation of settlement shall be deemed an admission of the legal necessity or materiality of any of the disclosures set forth herein.

As contemplated by the MOU, the release contained in the stipulation is in consideration of the additional disclosures in this amendment.”

Financial Projections.

The first full paragraph under the heading “*Financial Projections*” is amended and supplemented by inserting the following at the end of the paragraph:

“These financial projections were also provided to certain other potential acquirers as they were included in the management presentation and were posted in the Company’s online data room.”

SIGNATURE

After due inquiry and to the best of my knowledge and belief, I certify that the information set forth in this statement is true, complete and correct.

OFFICIAL PAYMENTS HOLDINGS, INC.

By: /s/ ALEX P. HART

Name: Alex P. Hart

Title: *President and Chief Executive Officer*

Dated: October 28, 2013



FOR IMMEDIATE RELEASE

**ACI WORLDWIDE ANNOUNCES EXTENSION OF THE TENDER OFFER
TO ACQUIRE OFFICIAL PAYMENTS AND SETTLEMENT
WITH PUTATIVE CLASS ACTION PLAINTIFFS**

Naples, FL, October 28, 2013 – ACI Worldwide, Inc. (Nasdaq: ACIW), a leading international provider of payment systems, announced today that it has extended its tender offer for all of the outstanding shares of common stock of Official Payments Holdings, Inc. (NASDAQ: OPAY), a leading provider of electronic bill payment solutions, until 12:00 midnight, New York City time, on Monday, November 4, 2013, unless further extended.

ACI and Official Payments also announced today that they have entered into a Memorandum of Understanding on behalf of themselves and the other defendants outlining the terms of the parties' agreement in principle to settle the actions pending in the Delaware Court of Chancery captioned *Williams v. Official Payment Holdings, et al.*, Case No. 8970, and in the Superior Court of Gwinnett County of the State of Georgia captioned *Giacherio v. Official Payment Holdings, et al.*, Case No. 13-A-08794-8. The terms of the proposed settlement are subject to approval of the Delaware Court of Chancery and dismissal of the action pending in the Superior Court of Gwinnett County of the State of Georgia. ACI and Official Payments and the other defendants entered into the Memorandum of Understanding solely to avoid the costs, risks and uncertainties inherent in litigation, and the Memorandum of Understanding contains no admission of liability or wrongdoing. Official Payments filed today with the SEC an amendment to its Solicitation/Recommendation Statement on Schedule 14D-9 that sets forth revised disclosures agreed to pursuant to the Memorandum of Understanding.

As announced on September 23, 2013, ACI and Official Payments entered into a definitive agreement contemplating the acquisition of Official Payments by ACI pursuant to a tender offer to acquire all outstanding Official Payments common shares at \$8.35 per share, net to the seller in cash. The completion of the offer remains subject to the conditions as set forth in the Tender Offer Statement on Schedule TO filed by ACI with the Securities and Exchange Commission (the "SEC") on October 4, 2013, as amended from time to time. Except for the extension of the offer expiration time, all other terms and conditions of the offer remain unchanged as of October 28, 2013. The offer to purchase and related documents have been filed with the SEC and can be viewed online at www.sec.gov.

Based on information from Computershare Trust Company, N.A., the depository for the offer, as of October 25, 2013, 1,900,463 shares of Official Payments common stock had been validly tendered in, and not withdrawn from, the offer, representing approximately 9.86% of the outstanding Official Payments common stock on a fully diluted basis.

About ACI Worldwide

ACI Worldwide powers electronic payments and banking for more than 2,600 financial institutions, retailers and processors around the world. ACI software enables \$13 trillion in payments each day, processing transactions for more than 250 of the leading retailers globally and 18 of the world's 20 largest banks. Through our integrated suite of software products and hosted services, we deliver a broad range of solutions for payments processing; card and merchant management; online banking; mobile, branch and voice banking; fraud detection; trade finance; and electronic bill presentment and payment. To learn more about ACI, please visit www.aciworldwide.com. You can also find us on Twitter @ACI_Worldwide.

Forward-Looking Statements

This press release contains forward-looking statements based on current expectations that involve a number of risks and uncertainties. All statements, other than statements of historical fact, are statements that could be deemed forward-looking statements, including statements about the planned completion of the tender offer and the merger. No forward-looking statement can be guaranteed and actual results may differ materially from those that ACI and Official Payments project. Numerous risks, uncertainties and other factors may cause actual results to differ materially from those expressed in any forward-looking statement, many of which are outside of the control of management. These factors include, but are not limited to: (1) the occurrence of any event, change or other circumstance that could give rise to the termination of the merger agreement; (2) successful completion of the proposed transaction on a timely basis; (3) the impact of regulatory reviews on the proposed transaction; (4) the outcome of any legal proceedings that may be instituted against one or both of ACI and Official Payments and others following the announcement of the merger agreement; (5) risks that the proposed transaction disrupts current plans and operations and the potential difficulties in employee retention as a result of the transaction; and (6) other factors described in ACI's and Official Payments' filings with the SEC, including their respective reports on Forms 10-K, 10-Q, and 8-K. Except to the extent required by applicable law, neither ACI nor Official Payments undertakes any obligation to revise or update any forward-looking statements, or to make any other forward-looking statements, whether as a result of new information, future results or otherwise.

Important Information

This communication is neither an offer to purchase nor a solicitation of an offer to sell securities. The tender offer for the outstanding shares of Official Payments common stock is being made only pursuant to a Tender Offer Statement on Schedule TO containing an offer to purchase, forms of letters of transmittal and other documents relating to the tender offer (the "Tender Offer Statement"), which ACI filed with the SEC on October 4, 2013. On October 4, 2013, Official Payments filed with the SEC a Solicitation/Recommendation Statement with respect to the tender offer (the "Recommendation Statement"). INVESTORS AND SECURITY HOLDERS ARE URGED TO READ BOTH THE TENDER OFFER STATEMENT AND THE RECOMMENDATION STATEMENT REGARDING THE OFFER, AS THEY MAY BE AMENDED FROM TIME TO TIME, BECAUSE THEY CONTAIN IMPORTANT INFORMATION THAT SHOULD BE READ CAREFULLY AND CONSIDERED BEFORE ANY DECISION IS MADE WITH RESPECT TO THE TENDER OFFER. Both the Tender Offer Statement and the Recommendation Statement have been mailed to shareholders of Official Payments free of charge. Shareholders of Official Payments may also obtain free copies of the Tender Offer Statement, the Recommendation Statement and other documents filed by ACI and Official Payments on the SEC's website at <http://www.sec.gov>.

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