SECURITIES AND EXCHANGE COMMISSION
Washington, D.C. 20549

AMENDMENT NO. 1 TO
SCHEDULE 14D-1
TENDER OFFER STATEMENT PURSUANT TO SECTION
14(D)(1) OF THE SECURITIES EXCHANGE ACT OF 1934
AND
SCHEDULE 13D
UNDER THE SECURITIES EXCHANGE ACT OF 1934

CHEYENNE SOFTWARE, INC.

(Name of Subject Company)

TSE-TSEHESE-STAESTSE, INC.
COMPUTER ASSOCIATES INTERNATIONAL, INC.

(Bidder)

COMMON STOCK, $.01 PAR VALUE PER SHARE
SERIES A JUNIOR PARTICIPATING PREFERRED STOCK PURCHASE RIGHTS

(Title of Class of Securities)

166888107

(CUSIP Number of Class of Securities)

SANJAY KUMAR
TSE-TSEHESE-STAESTSE, INC.
C/O COMPUTER ASSOCIATES INTERNATIONAL, INC.
ONE COMPUTER ASSOCIATES PLAZA
ISLANDIA, NEW YORK 11788-7000
(516) 342-5224

(Name, Address and Telephone Number of Person Authorized
to Receive Notices and Communications on Behalf of Bidder)

COPIES TO:
SCOTT F. SMITH, ESQ.
HOWARD, DARBY & LEVIN
1330 AVENUE OF THE AMERICAS
NEW YORK, NEW YORK 10019
TELEPHONE: (212) 841-1000

October 11, 1996
(Date Tender Offer First Published,
Sent or Given to Security Holders)

Exhibit Index begins on Page 4

Computer Associates International, Inc. and its wholly owned subsidiary, Tse-tsehese-staestse, Inc., hereby amend and supplement their Tender Offer Statement on Schedule 14D-1 (the "Statement"), originally filed on October 11, 1996, with respect to an offer to purchase all outstanding shares of Common Stock, par value $.01 per share, including associated Preferred Share Purchase Rights, of Cheyenne Software, Inc. (the "Company") as set forth in this Amendment No. 1. Capitalized terms not defined in this Amendment No.1 have the meanings assigned to them in the Statement.

Item 9. Financial Statements of Certain Bidders.

The response to Item 9 is hereby supplemented as follows:

On October 16, 1996, Computer Associates issued the press release attached hereto as Exhibit (a)(9). The information set forth in the press release is incorporated herein by reference.

Item 10. Additional Information.

The response to Item 10(e) is hereby amended in its entirety to read as follows:

On October 18, 1996, an amendment was filed in the Court of

Chancery of the State of Delaware to a purported class action complaint against the Company and members of the Company's board of directors which had been filed in April 1996. The original complaint had alleged substantially, among other things, that the Company's directors had breached their fiduciary duties by rejecting an earlier request of McAfee Associates, Inc. ("McAfee") to negotiate a merger of the Company and McAfee. The amended complaint alleges that the Company's directors breached their fiduciary duties by agreeing to the proposed transaction with Computer Associates pursuant to the Merger Agreement, allegedly in breach of their duties of care, loyalty and disclosure. The amended class action complaint also adds Computer Associates as a defendant and alleges that Computer Associates aided and abetted such alleged breaches by the Company's directors of their fiduciary duties. The plaintiffs seek, among other things, a preliminary and permanent injunction against the consummation of the proposed transaction with Computer Associates. The amended complaint is attached hereto as Exhibit (a)(10) and is incorporated herein by reference; the foregoing description is qualified in its entirety by reference to such Exhibit. On October 22, 1996, the Court of Chancery granted plantiffs' motion for expedited discovery and application for a preliminary injunction hearing. The hearing is scheduled for Wednesday, November 6, 1996, at 10:00 A.M. in Wilmington, Delaware.

Item 11. Material to be Filed as Exhibits.

(a)(9) Text of press release issued by Computer Associates dated October 16, 1996.

(a)(10) Amended Class Action Complaint in Lia Moskowitz v. ReiJane Huai, et al. and in Miles Tepper v. ReiJane Huai et al. filed in the Court of Chancery of the State of Delaware.

SIGNATURE

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

Dated: October 22, 1996

TSE-TSEHESE-STAESTSE, INC.

By/s/ Peter Schwartz

Name: Peter Schwartz
Title: Vice President and Treasurer

COMPUTER ASSOCIATES INTERNATIONAL, INC.

By/s/ Peter Schwartz

Name: Peter Schwartz
Title: Senior Vice President and
Chief Financial Officer

EXHIBIT INDEX

Exhibit Number	Exhibit Name
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(a)(10)	Amended Class Action Complaint in Lia Moskowitz v. ReiJane Huai, et al. and in Miles Tepper v. ReiJane Huai et al. filed in the Court of Chancery of the State of Delaware.

Exhibit 99 (a)(9)

Contact: Doug Robinson-Investor Relations Bob Gordon-Public Relations
(516) 342-2745 (516) 342-2391
dougr@mail.cai.com bobg@cai.com

COMPUTER ASSOCIATES POSTS 20TH CONSECUTIVE QUARTER OF DOUBLE DIGIT REVENUE GROWTH

Reports 22% Revenue Growth and 31% EPS Growth
Midrange Revenue up 56%

ISLANDIA, NY, October 16, 1996 - Computer Associates International, Inc. (NYSE:CA) reported record results for its second fiscal quarter. It was the 20th consecutive quarter of double digit revenue growth and the 19th consecutive quarter of double digit growth in net income. "We have posted another solid financial quarter, fueled in part by particularly strong market demand for our client/server platform products," said Charles B. Wang, CA Chairman and Chief Executive Officer. "This demand was evident in the enthusiasm shown by over 18,000 clients and information technology vendors present at our August user conference, CA-World '96. Virtually all significant industry platform vendors joined CA in a week filled with educational sessions and demonstrations of our new technology. The anticipated consummation of the Cheyenne acquisition will significantly expand our product offerings in the areas of storage management and anti-virus."

For the quarter ended September 30, 1996, CA's revenue was $990,124,000, an increase of 22% over the $812,316,000 reported in the previous year's second quarter. Net income was $223,407,000, an increase of 31% over last year's $170,854,000 which excluded the charge associated with the acquisition of Legent Corporation. Second quarter income per share increased 31%, to $.59, compared to $.45 a year ago, excluding the acquisition charge.

For the six months ended September 30, 1996, revenue was $1,782,223,000, an increase of 28% over the $1,389,768,000 reported in the previous year. Net income and income per share were $343,194,000 and $.90, an increase of 32% over the $259,403,000 and $.68 for the prior fiscal period, excluding last year's charge associated with the acquisition of Legent Corporation. All per share amounts are adjusted for the Company's three-for-two stock splits effective August 21, 1995 and June 19, 1996.

"We are pleased that once again the CA team came through with an exceptionally strong quarter," said Sanjay Kumar, CA President and Chief Operating Officer. "We have capitalized on new opportunities in the client/server marketplace through our new Emerald sales division, formed in April to service non-mainframe accounts. The Emerald Division continued its strong penetration of that market with over 115 new contracts signed in the quarter. In addition, the number of competitive wins for CA-Unicenter against other proprietary platform providers was at an all-time high. We remain committed to providing platform independent mission-critical solutions that meet the needs of our loyal clients."

-- more --

Highlights of the quarter include:

Over 18,000 people attended CA-World '96, CA's week long annual user convention that was held in New Orleans in August. Featured keynote speakers included Charles B. Wang, CA's Chairman and CEO, Retired General Colin L. Powell and Bill Gates, Chairman and CEO of Microsoft.

Microsoft and CA announced joint support for the Internet/Intranet standards, ActiveX, HMMS, and HMMP, which will create a mission-critical infrastructure for managing enterprise applications.

Intel and CA announced the creation of the first integrated solution that provides Pentium Pro based server control through CA-Unicenter TNG's end-to-end management capabilities.

Tandem and CA joined forces to develop a fault-tolerant version of CA-Unicenter.

Vanstar signed up as a CA-Unicenter for Windows NT reseller and service provider in the largest Windows NT software deal ever.

CA launched its new Internet Division, NetHaven, which will provide World Wide Web design, development and deployment services.

CA released the second software developers toolkit (SDK II) for its new pure object oriented database product, Jasmine.

CA's independent business unit, The MK Group, introduced eMK, a single integrated package for mid-sized manufacturing companies that provides manufacturing applications, systems management and database functionality on Windows NT and UNIX platforms.

CA announced the Open Desktop Management Initiative (ODMI), a multi-faceted program that centers on CA's new open desktop management interface, the industry's first fully bi-directional approach to managing desktop information.

CA commenced a tender offer for Cheyenne Software, Inc., the recognized leader in storage management solutions for the Windows NT and Novell NetWare environments.

Computer Associates International, Inc. (NYSE: CA), with headquarters in Islandia, NY, is the world leader in mission-critical business software. The company develops, licenses and supports more than 500 integrated products that include enterprise computing and information management, application development, manufacturing and financial applications. CA has 9,000 people in 130 offices in 40 countries and had revenue of $3.5 billion in fiscal year 1996. CA can be reached by visiting http://www.cai.com on the World Wide Web, emailing info@cai.com or calling 1-516-342-5224.

All referenced product names are trademarks of their respective companies.

-- more --

"Safe Harbor" Statement under the Private Securities Litigation Reform Act of 1995:

Statements in this release concerning the company's future prospects are "forward-looking statements" under the federal securities laws.

There can be no assurances that future results will be achieved and actual results could differ materially from forecasts and estimates. Important factors that could cause actual results to differ materially include: the significant percentage of CA's quarterly sales recorded in the last week of the quarter, making financial predictions especially difficult and raising a substantial risk of variance of actual results; the emergence of new competitive products resulting from rapid technological advances; the risks associated with new product introductions and the uncertainty of customer acceptance of new or enhanced products from either CA or its competition; unanticipated delays in product availability due to development difficulties; business conditions in the client/server and mainframe markets; possible disruptions resulting from organizational changes and/or integration of new personnel joining the company through acquisition; and other risks described in filings with the Securities and Exchange Commission.

-- more --

COMPUTER ASSOCIATES INTERNATIONAL, INC.
Earnings Before Last Year's Charges
table in thousands, except per share data
(Unaudited)

	Three Months Ended September 30,		Six Months Ended September 30,	
	1996	1995(A,B)	1996	1995(A,C)
Revenue	$990,124	$812,316	$1,782,223	$1,389,768
Income before taxes	354,614	273,367	544,752	413,921
Net Income	223,407	170,854	343,194	259,403
Net Income per Common Share(C)	$ .59	$ .45	$ .90	$ .68
Shares used in computation(C)	379,798	379,523	379,421	379,272

(A) Earnings per share and common share amounts have been adjusted to reflect the three-for-two stock splits effective August 21, 1995 and June 19, 1996.

(B) Excludes the write-off of $1,303,280,000 (pre-tax) for purchased research and development associated with the acquisition of Legent Corporation. With this charge, loss before taxes for the three months would be $1,029,913,000, net loss would be $637,180,000, and net loss per share would have been $1.76 (see table below).

(C) Excludes the write-off of $1,303,280,000 (pre-tax) for purchased research and development associated with the acquisition of Legent Corporation. With this charge, loss before taxes for the six months would be $889,359,000, net loss would be $548,631,000, and net loss per share would have been $1.52 (see table below).

Condensed Consolidated Income Statement
table in thousands, except per share data
(Unaudited)

	Three Months Ended September 30,		Six Months Ended September 30,	
	1996	1995(A)	1996	1995(A)
Revenue	$990,124	$812,316	$1,782,223	$1,389,768
Income before taxes	354,614	(1,029,913)	544,752	(889,359)
Net Income	223,407	(637,180)	343,194	(548,631)
Net Income per Common Share(C)	$ .59	$ (1.76)	$ .90	$ (1.52)
Shares used in computation(C)	379,798	362,069	379,421	361,631

Exhibit 99 (a)(10)

IN THE COURT OF CHANCERY OF THE STATE OF DELAWARE

IN AND FOR NEW CASTLE COUNTY

- ----------x
LIA MOSKOWITZ, :
:
Plaintiff, :
:
- against - : Civil Action No. 14941
:
REIJANE HUAI, RINO BERGONZI, :
RICHARD F. KRAMER, BERNARD RUBIEN, :
GINETTE WACHTEL, CHEYENNE :
SOFTWARE, INC. and COMPUTER :
ASSOCIATES INTERNATIONAL, INC., :
:
Defendants. :
- ----------x
MILES TEPPER, :
:
Plaintiff, :
:
- against - : Civil Action No. 14942
:
REIJANE HUAI, RINO BERGONZI, :
RICHARD F. KRAMER, BERNARD RUBIEN, :
GINETTE WACHTEL, CHEYENNE :
SOFTWARE, INC. and COMPUTER :
ASSOCIATES INTERNATIONAL, INC., :
:
Defendants. :
- ----------x

AMENDED CLASS ACTION COMPLAINT

Plaintiffs, by their attorneys, allege upon information and belief, except for paragraph 5 hereof which is alleged upon knowledge, as follows:

1. Plaintiffs bring this action on their own behalf and on behalf of all other public stockholders of Cheyenne Software, Inc. ("Cheyenne" or the "Company") seeking, inter alia, to enjoin the proposed acquisition of all of the outstanding shares of Cheyenne common stock by defendant Computer Associates International, Inc. ("Computer Associates") for $30.50 cash per share. The individual defendants, constituting the Board of Directors of Cheyenne, have breached their fiduciary duties of loyalty, candor and care in connection with the proposed acquisition of Cheyenne, and Computer Associates has aided and abetted such breaches.

2. As set forth below, the individual defendants have placed their own interests above those of the public shareholders of Cheyenne by agreeing to the proposed transaction by reason of Computer Associates' special relationship with Cheyenne's senior management and assurances that Computer Associates would maintain Cheyenne's current management after the transaction is consummated. The Cheyenne Board recently rebuffed a financially superior unsolicited proposal to acquire Cheyenne where such personal relationships and assurances were not present, to the detriment of Cheyenne's public stockholders.

3. The individual defendants have agreed to the sale of Cheyenne without having taken any affirmative steps to maximize shareholder value, having conducted no auction or market-check, having failed to contact any potential bidders, and even having failed to pursue discussions with parties who expressed interest in acquiring Cheyenne. In order to discourage any third party from interfering with the individual defendants' friendly deal with Computer Associates, the individual defendants have caused Cheyenne to agree to pay a termination fee plus expenses to Computer Associates of $42.5 million in case any third party tries to acquire Cheyenne in a superior transaction.

4. In an effort to obtain shareholder approval of the merger and/or to effectively absolve themselves of their breaches of fiduciary duty, the individual defendants have sought to portray the transaction as "fair" to Cheyenne shareholders while withholding vital information needed by the shareholders to properly assess and consider the transaction. Specifically,

the individual defendants have withheld essential information concerning contacts by other potential acquirors which Cheyenne received over the last several months and which the individual defendants intentionally failed to pursue. Further, the individual defendants have withheld entirely the bases for the so-called "fairness opinion" obtained by Cheyenne from an investment banker to induce Cheyenne shareholders to accept the Computer Associates proposal. The public shareholders, therefore, will be forced, without full or accurate disclosure by the individual defendants, who are themselves receiving favored treatment from Computer Associates, to make material, irrevocable decisions regarding their investment in Cheyenne to their detriment.

PARTIES

5. Plaintiffs have owned shares of the common stock of the Company since prior to the transaction herein complained of and continuously to date.

6. Defendant Cheyenne is a corporation duly organized and existing under the laws of the State of Delaware. The Company develops and sells software for use in micro-computers and computer systems.

7. Defendant Computer Associates is a corporation duly organized and existing under the laws of the State of Delaware. Computer Associates designs and markets standardized computer software products for mainframe, midrange and desktop computers.

8. The individual defendants constitute the entire Board of Directors of Cheyenne. In addition, defendant Reijane Huai is Chairman of the Board, President and Chief Executive Officer.

9. The individual defendants are in a fiduciary relationship with plaintiffs and the other public stockholders of Cheyenne and owe them the highest obligations of good faith, due care, candor and fair dealing.

CLASS ACTION ALLEGATIONS

10. Plaintiffs bring this action on their own behalf and as a class action, pursuant to Rule 23 of the Rules of the Court of Chancery, on behalf of all holders of common stock of the Company (except the defendants herein and any person, firm, trust, corporation, or other entity related to or affiliated with any of the defendants) and their successors in interest, who are or will be threatened with injury arising from defendants' actions as more fully described herein.

11. This action is properly maintainable as a class action because.

(a) The class is so numerous that joinder of all members is impracticable. There are approximately 37,538,688 shares of Cheyenne common stock outstanding, owned by over 870 record shareholders scattered throughout the country.

(b) There are questions of law and fact which are common to the class including, inter alia, the following: (i) whether the individual defendants have breached their fiduciary and other common law duties owed by them to plaintiff and the members of the class; (ii) whether the individual defendants have failed to maintain a level playing field and to maximize shareholder value in a sale of the Company; and (iii) whether the class is entitled to injunctive relief as a result of the individual defendants' wrongful conduct, aided and abetted by Computer Associates.

(c) Plaintiffs are committed to prosecuting this action and have retained competent counsel experienced in litigation of this nature. Plaintiffs' claims are typical of the claims of other members of the class and plaintiffs have the same interests as the other members of the class. Plaintiffs will fairly and adequately represent the class.

(d) 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.

(e) Defendants have acted, or refused to act, on grounds generally applicable to, and causing injury to, the Class and, therefore, preliminary and final injunctive relief on behalf of the Class as a whole is appropriate.

A. Cheyenne Thwarts McAfee's Unsolicited Proposal

12. On April 15, 1996, Cheyenne announced that it had rejected an unsolicited offer from McAfee Associates, Inc. ("McAfee") to merge with Cheyenne in a stock-for-stock business combination. Under the terms of the transaction as then proposed, Cheyenne shareholders would have received approximately $27.50 in McAfee common stock for each share of Cheyenne common stock. This consideration represented a premium of approximately 75% over the April 12, 1996 closing price of Cheyenne common stock.

13. In response to McAfee's unsolicited merger proposal, Cheyenne adopted a shareholder rights plan to thwart any takeover attempt unfavored by the individual defendants. The plan provided, among other things, for an amendment to the by-laws governing consent solicitations to make an unsolicited merger more difficult to accomplish.

14. On April 16, 1996, McAfee confirmed that it had made a bid for Cheyenne. McAfee also stated that it had been in talks with Cheyenne since November 1995, talks it characterized as "previously friendly merger discussions." McAfee also said that it had made a similar proposal to Cheyenne in February 1996.

15. On April 16, 1996, the Wall Street Journal reported that McAfee had stated it intended to marshall shareholder pressure to force Cheyenne to accept its takeover offer. The news story also reported Cheyenne's response:

"We're not for sale," said Reijane Huai, Cheyenne's president and chief executive officer. Besides, he said, "McAfee's offer is `absolutely inadequate from a valuations point of view, from the point of view of strategic business.'"

16. Additionally, the Wall Street Journal reported on April 18, 1996 that Cheyenne was refusing to negotiate or to even talk to McAfee's president and chief executive officer Bill Larson. The news story stated:

> Mr. Larson said he asked Mr. Huai Monday night if he should still
>
> fly to New York to meet Mr. Huai yesterday. Mr. Huai said he would
>
> call back by Tuesday but didn't, according to Mr. Larson. Yesterday, Mr. Larson called two outside Cheyenne board members, Richard F. Kramer, CEO of FAXplus Inc., and Rino Bergonzi, an information-systems executive at AT&T Corp. Mr. Larson claims these members were "shocked that Rei wasn't returning my calls," and would instruct him to do so....
>
> Mr. Larson maintains that he is still open to doing a friendly deal with Cheyenne. "We're serious about bagging this bear," he said.

17. Besides refusing to negotiate, Cheyenne also took active measures to scuttle McAfee's offer. On April 18, 1996, Cheyenne filed suit against McAfee and Larson for securities fraud. An April 19, 1996 Wall Street Journal article reporting on Cheyenne's lawsuit against McAfee stated that Cheyenne's chairman and chief executive officer Haui denied that he had spoken with Larson at any time during the year and indicated that Larson's statements that the two companies had been in merger negotiations since November 1995 were a "`systematic and cynical campaign' to promote the company's unsolicited bid." Cheyenne's lawsuit sought to enjoin McAfee from "making further false and misleading public statements concerning Cheyenne and from soliciting proxies from shareholders."

18. On or about May 1, 1996, McAfee announced that it was withdrawing its proposal for the acquisition of Cheyenne. In a May 2, 1996 article, the New York Times reported that Larson stated that "`[t]he Cheyenne board's continuing refusal to discuss our merger proposal has made the combination impossible to effect on a friendly basis." However, the news story continued, "Mr. Larson said he would still consider a `friendly business combination' between the two companies." (emphasis added).

B. Cheyenne Agrees To Merge With Computer Associates Without Seeking Any Alternatives To Maximize Shareholder Value

19. On or about October 7, 1996, Cheyenne announced that it had entered into a merger agreement with Computer Associates for Computer Associates to acquire Cheyenne through a cash tender offer followed by a merger for untendered shares, both steps at a price of $30.50 per share. The merger was unanimously approved by the Boards of Directors of both Cheyenne and Computer Associates.

20. The transaction also provides for payment to Computer Associates of a $37.5 million termination fee and up to $5 million in expenses if the transaction is not consummated because the Company is acquired by another party. These actions were taken to discourage any competing bidders, particularly McAfee, who might otherwise seek to acquire Cheyenne at a better price and upon better terms.

21. Additionally, on October 8, 1996, the Wall Street Journal commented on Computer Associates' agreement to acquire Cheyenne. The news story noted that "since early May, McAfee stock is up nearly 80%, while Cheyenne's stock has languished until recently," causing some analysts to "wonder if McAfee's overture was a missed opportunity for Cheyenne." Indeed, Melissa Eisenstat, an investment analyst at Oppenheimer & Co. stated "[t]here's no question that this was the wrong decision from a financial standpoint."

22. In breach of their fiduciary duties to the public stockholders of Cheyenne, all of Cheyenne's directors have voted in favor of the merger. This was done by the individual defendants primarily to protect the compensation and positions of Cheyenne's senior management, including director Huai, for, as reported by the Business Wire on October 7, 1996, all of Cheyenne's management and employees will be retained by Computer Associates. Charles B. Wang, Computer Associates' chairman and chief executive, said that "Cheyenne's employees are an integral part of the value in this acquisition. In recognition of their skills and talents, CA intends to retain all of Cheyenne's employees." Cheyenne's president Huai also stated: "Equally exciting is the fact that all of us at Cheyenne will have the opportunity to participate in the next chapter of Cheyenne's growth."

23. Additionally, an October 8, 1996, a Wall Street Journal article noted further conflicts between the individual defendants and the interests of Cheyenne's public shareholders. The news story stated: "Mr. Wang also took pains yesterday to clarify the friendly nature of the deal --a sharp contrast to the acrimonious feud between Cheyenne and McAfee --and called Reijane. Huai, Cheyenne's Chairman and CEO, a "dear friend" (emphasis added). The news story also stated that: "Cheyenne said it didn't contact McAfee to see if it would beat Computer Associates offer," (emphasis added) despite the fact that McAfee had earlier indicated that it would be interested in a "friendly business combination." It is clear that the individual defendants have allowed the friendship between Wang and Huai to supersede the interests of the public shareholders of Cheyenne.

24. The individual defendants have agreed to the sale of Cheyenne without having fulfilled their Revlon obligations to seek to maximize shareholder value.

25. Specifically, despite the expressed interest of McAfee in pursuing a friendly merger transaction with Cheyenne, the individual defendants caused Cheyenne to enter into the merger agreement with Computer Associates without having even responded to McAfee's continuing expression of interest.

26. Indeed, the individual defendants failed to take any affirmative steps to seek to maximize shareholder value through any sort of auction or market-check, in addition to failing and/or refusing to respond to parties who expressed interest in acquiring Cheyenne.

27. The consideration to be paid to Class members in the proposed acquisition is unfair and grossly inadequate because, among other things:

a. The intrinsic value of Cheyenne's common stock is materially in excess of the amount offered for those securities in the acquisition, giving due consideration to the anticipated operating results, net asset value, cash flow, and profitability of the Company; and

b. the consideration to be paid to Class members is not the result of an appropriate consideration of the value of Cheyenne because the Cheyenne Board approved the proposed transaction without undertaking steps to reliably ascertain Cheyenne's value through open bidding or at least a "market check" mechanism. Indeed, the Cheyenne Board has failed to even solicit an offer from McAfee, which has publicly expressed its interest in acquiring Cheyenne.

C. Cheyenne's Public Shareholders Are Misled

28. On or about October 11, 1996, Cheyenne mailed a Solicitation/Recommendation Statement on Schedule 14D-9 (the "Schedule 14D-9") to its shareholders recommending and seeking shareholder acceptance of the transaction.

29. The Schedule 14D-9, in violation of the individual defendants' disclosure obligations and duty of candor, misrepresents and/or omits to state material information necessary for shareholders to make an informed decision. Specifically, the Schedule 14D-9 states that Cheyenne did not receive "any substantial expressions of interest from any [other] parties" about a possible acquisition of the Company at or about the time of the McAfee proposal, but fails to disclose what expressions of interest, substantial or otherwise, were made, or, what efforts, if any, were made to encourage or stimulate an "insubstantial" expression of interest so that it might become "substantial" in the context of a sale of the Company which obligates fiduciaries to maximize value.

30. Moreover, the Schedule 14D-9 "discloses" by obvious omission that defendants failed to conduct any sort of auction or market-check before agreeing to sell the Company. The Schedule 14D-9 fails to disclose, however, that McAfee, at the time of withdrawing its April 1996 offer, openly stated that it remained willing to consider an acquisition on a friendly basis.

31. The Schedule 14D-9 also fails to disclose that Computer Associates repeatedly emphasized during its negotiations with Cheyenne that Computer Associates intended that a merger of the companies would involve no fundamental change in Cheyenne's management and that all of Cheyenne's employees would be maintained (though this is disclosed by Computer Associates in its Offer To Purchase, addressed to Cheyenne shareholders, dated October 11, 1996).

32. In order to induce Cheyenne shareholders to accept the terms of the transaction, the individual defendants caused Cheyenne to retain an investment banker, Lazard Freres & Co. LLC ("Lazard Freres") to render a fairness opinion. The Schedule 14D-9 prominently emphasizes that Lazard Freres determined that the proposed merger consideration is fair from a financial point of view. The Schedule 14D-9 fails to disclose, however, any specific information about how Lazard Freres made its determination. Thus, completely lacking from the Schedule 14D-9 is any disclosure whatsoever of the criteria, methodology or results of Lazard Freres' work, including a complete failure to disclose what range of values Lazard Freres calculated for Cheyenne.

33. The individual defendants' failure to disclose the above described information denies Cheyenne's shareholders critical information necessary to make an informed evaluation of the fairness opinion and of the fairness of the proposed merger in its entirety.

34. Computer Associates knowingly aided and abetted the breaches of fiduciary duty committed by the individual defendants. Indeed, the proposed transaction could not take place without the knowing participation of Computer Associates.

35. Plaintiffs have no adequate remedy at law.

WHEREFORE, plaintiffs demand judgment as follows:

A. declaring this to be a proper class action;

B. enjoining, preliminarily and permanently, the proposed transaction complained of herein;

C. requiring the individual defendants to make full and fair disclosure of all material facts to the Class;

D. to the extent, if any, that the transaction complained of is consummated prior to the entry of this Court's final judgment, rescinding the same or awarding rescissory damages to the Class;

E. directing that defendants account to plaintiffs and the Class for all damages caused to them and account for all profits and any special benefits obtained by defendants as a result of their unlawful conduct;

F. awarding to plaintiffs the costs and disbursements of this action, including a reasonable allowance for the fees and expenses of plaintiffs' attorneys and experts; and

G. granting such other and further relief as the Court deems appropriate.

ROSENTHAL, MONHAIT, GROSS
& GODDESS, P.A.

By:_____
P.O. Box 1070
Suite 1401, Mellon Bank Center
Wilmington, Delaware 19801
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GOODKIND LABATON RUDOFF
& SUCHAROW, LLP
100 Park Avenue
New York, NY 10017
(212) 907-0700

CERTIFICATE OF SERVICE

I, JOSEPH A. ROSENTHAL, hereby certify that on October 18, 1996, I caused copies of the foregoing Notice of Filing Amended Class Action Complaint to be served by hand delivery on:

Kenneth J. Nachbar, Esquire
Morris, Nichols, Arsht & Tunnell
1201 N. Market Street
Wilmington, DE 19801

_____
Joseph A. Rosenthal