



IN THE COURT OF CHANCERY OF THE STATE OF DELAWARE

IN RE: ELECTRONICS FOR IMAGING, INC.) Consolidated
SHAREHOLDERS LITIGATION) C.A. No. 2797-VCL
)

ORDER AND FINAL JUDGMENT

A hearing having been held before this Court on September 4, 2008, pursuant to this Court's Order dated June 26, 2008 (the "Scheduling Order"), upon a Stipulation of Settlement (the "Stipulation") filed in the above-captioned Action (the "Action"), which (along with the defined terms therein) is incorporated herein by reference; it appearing that due notice of said hearing has been given in accordance with the aforesaid Scheduling Order; the respective Parties having appeared by their attorneys of record; the Court having heard and considered evidence in support of the proposed settlement (the "Settlement") set forth in the Stipulation; the attorneys for the respective Parties having been heard; an opportunity to be heard having been given to all other persons requesting to be heard in accordance with the Scheduling Order; the Court having determined that notice to the Class (as defined in the Stipulation) was adequate and sufficient; and the entire matter of the proposed Settlement having been heard and considered by the Court:

IT IS ORDERED, ADJUDGED AND DECREED THIS 4th DAY OF September, 2008 AS FOLLOWS:

1. In full compliance with Court of Chancery Rules 23(e) and 23.1, and the requirements of due process, on beginning or about July 14, 2008, as directed by the Scheduling Order EFI mailed the Notice of Pendency of Class and Derivative Action, Proposed Settlement of Class and Derivative Action, Settlement Hearing and Right to Appear (the "Notice") by first-class mail to the members of the Class and shareholders of record and has caused publication of the Summary Notice of Pendency of Class and Derivative Action, Proposed Settlement of Class and Derivative Action and Settlement Hearing (the "Summary Notice"). Proof of the mailing of the

Notice and the publication of the Summary Notice has been filed with the Court and full opportunity to be heard has been offered to all Parties, the Class and persons in interest.

2. Each of the provisions of Court of Chancery Rule 23(a) has been satisfied and the Action has been properly maintained according to the provisions of Court of Chancery Rule 23(b) with respect to the claims asserted on behalf of the Class. Specifically, based on the record of the Action, this Court expressly and conclusively finds and orders that (a) the Class as defined in the Scheduling Order is so numerous that joinder of all members is impracticable, (b) there are questions of law or fact common to the Class, (c) the claims or defenses of the representative party are typical of the claims or defenses of the Class, (d) the representative plaintiffs in the Action (“Plaintiffs”) are fairly and adequately protecting and representing the interests of the Class, and (e) the requirements of Court of Chancery Rule 23(b)(1) and (2) are satisfied. The Action is certified as a class action, pursuant to Court of Chancery Rules 23(a), 23(b)(1) and 23(b)(2), without opt out rights, by Plaintiffs on behalf of all persons who (i) owned stock of Electronics For Imaging, Inc. (“EFI” or the “Company”) as of April 7, 2003 and continued to hold such stock through May 28, 2003; (ii) owned stock of EFI as of April 12, 2004 and continued to hold such stock through June 3, 2004; and (iii) owned stock of EFI as of April 17, 2006 and who continued to hold such stock through June 7, 2006 (the “Class Period”), including their successors, agents, representatives, heirs, beneficiaries and assigns, excluding, however, Defendants,¹ members of the immediate family of each Individual Defendant, any entity in which any Defendant has a controlling interest, officers and directors of the Company during the Class Period, and the legal representatives, heirs, predecessors, successors and assigns

¹ As set forth in the Stipulation, the Defendants are Guy Gecht, Gill Cogan, Jean Louis Gasse, Dan Maydan, Fred Rosenzweig, James S. Greene, Thomas I. Unterberg and Joseph Cutts (collectively the “Individual Defendants”) as well as EFI.

of any such excluded party, as well as any person who received misdated options during the Class Period (the “Class”).

3. Due and adequate notice of the proceedings and the proposed Settlement having been provided to the members of the Class and EFI stockholders, and a full opportunity having been offered to them to participate in the Hearing, it is hereby determined that they are bound by the Order and Final Judgment (“Judgment”) entered herein.

4. The Stipulation and the terms of the Settlement as described in the Stipulation and the Notice are hereby approved and confirmed as being fair, reasonable, adequate, and in the best interests of Plaintiff, the Class, the Company and its shareholders; the Parties to the Stipulation are directed hereby to consummate the Settlement in accordance with the terms and conditions set forth in the Stipulation; and the Register in Chancery is directed to enter and docket this Judgment.

5. In consideration for the releases contained herein, the Individual Defendants:

(a) will cause EFI’s primary director and officer liability insurer, Columbia Casualty Company (“Columbia”), to pay to the Company the \$5 million limit of liability available under the policy issued by it to EFI (Policy Number 267921074), which payment shall be made as directed in the Stipulation; and

(b) will pay or cause to be paid to the Company \$19 million, which amount may be executed and enforced only against EFI’s Excess Insurance Carriers set forth below, who have issued the policies listed below to EFI:

(1) Liberty Mutual Insurance Company, Policy Number 192712-015;

- (2) Hudson Insurance Company, Policy Number HN-0303-1663-100205;
- (3) Old Republic Insurance Company, Policy Number CUG 30162;
and
- (4) Zurich American Insurance Company, Policy Number DOC 9213327 00.

6. In the event that the Excess Insurance Carriers do not pay EFI as provided for in paragraph 5(b), pursuant to a separate agreement EFI has retained Grant & Eisenhofer, P.A., on a contingency basis, to pursue collection against the Excess Insurance Carriers of the amount set forth in paragraph 5(b) of this Judgment.

7. Any amounts collected on the Judgment set forth in paragraph 5(b) of this Order shall be remitted to EFI, net of an attorneys' fee and an expense reimbursement that shall be paid to Grant & Eisenhofer, P.A. on such terms as EFI and Grant & Eisenhofer, P.A. have agreed.

8. Defendants Guy Gecht, Gill Cogan, Jean Louis Gasse, Dan Maydan, Fred Rosenzweig, James S. Greene, Thomas I. Unterberg and Joseph Cutts, and nominal defendant EFI, shall provide all necessary cooperation to EFI and Grant & Eisenhofer, P.A. in the effort to collect on the judgment set forth in paragraph 5(b) of this Order.

9. All of the Settled Plaintiffs' Claims (as defined below) asserted in the Action on behalf of the Class against Defendants and on behalf of EFI against the Individual Defendants are dismissed on the merits with prejudice against Plaintiffs, all members of the Class, EFI and its shareholders, without costs (except as provided herein with respect to attorneys' fees and expenses).

10. In addition to the foregoing, any and all claims, demands, rights, actions, causes of action, liabilities, damages, losses, obligations, judgments, duties, suits, costs, expenses, matters, issues and disputes – whether known or unknown, contingent or absolute, suspected or unsuspected, disclosed or undisclosed, liquidated or unliquidated, matured or unmatured, accrued or unaccrued, apparent or unapparent – that have been, could have been, or in the future can or might be asserted in the Action, the Federal Action, or in any court, tribunal or proceeding (including, but not limited to any claims arising under federal, state, foreign or common law, including the federal securities laws and any state disclosure law), by or on behalf of Plaintiffs or any member of the Class or EFI, whether individual, direct, class, derivative, representative, legal, equitable, or any other type or in any other capacity (collectively, the “Releasing Persons”) against Defendants or any other Released Persons,¹ which have arisen, could have arisen, or have arisen as of the date of the Stipulation or relate in any manner to the acts, events, facts, matters, transactions, occurrences, statements, representations, misrepresentations or omissions or any other matter whatsoever set forth in or otherwise related, directly or indirectly, to the allegations in the Action (the “Settled Plaintiffs' Claims”), are fully, finally and forever compromised, settled, released, extinguished and dismissed with prejudice,

¹ “Released Persons” means Defendants or any of their families, parent entities, controlling persons, associates, affiliates or subsidiaries and each and all of their respective past, present or future officers, directors, stockholders, principals, representatives, employees, attorneys, financial or investment advisors, consultants, accountants, investment bankers, commercial bankers, entities providing fairness opinions, underwriters, brokers, dealers, advisors or agents, heirs, executors, trustees, general or limited partners or partnerships, limited liability companies, members, joint ventures, personal or legal representatives, estates, administrators, predecessors, successors and assigns, whether or not served with process and whether or not such person appeared in the Action. Released Persons shall also include Columbia and its affiliates, parents, subsidiaries, predecessors, successors, agents, officers, directors, employees, attorneys, reinsurers, representatives and agents, heirs, beneficiaries, and assigns and any person acting on its behalf, but shall expressly exclude EFI’s excess director and officer liability insurers (Liberty Mutual Insurance, Hudson Insurance, Old Republic Insurance Company and Zurich American Insurance Company) and their affiliates, parents, subsidiaries, predecessors, successors, agents, officers, directors, employees, attorneys, reinsurers, representatives and agents, heirs, beneficiaries, and assigns and any person acting on their behalf.

subject to the terms and conditions set forth herein; provided, however, that the Settled Plaintiffs' Claims do not include any claims to enforce the Settlement or to enforce the Judgment.

11. Any and all claims, demands, rights, actions, causes of action, liabilities, damages, losses, obligations, judgments, duties, suits, costs, expenses, matters, issues and disputes – whether known or unknown, contingent or absolute, suspected or unsuspected, disclosed or undisclosed, liquidated or unliquidated, matured or unmatured, accrued or unaccrued, apparent or unapparent – that have been, could have been or in the future can or might be asserted in the Action, the Federal Action, or in any court, tribunal or proceeding, under the laws of any jurisdiction, by Defendants, whether individual, direct, class, derivative, representative, legal, equitable, or any other type or in any other capacity, against Plaintiffs² or the members of the Class which have arisen, could have arisen, or as of the date of the Stipulation arise out of or relate in any manner to Plaintiffs' filing, pursuit or settlement of the Action and/or the Federal Action (but excluding any claims to enforce the terms of the Settlement) (the "Settled Defendants' Claims"), are fully, finally and forever compromised, settled, released, extinguished and dismissed with prejudice, subject to the terms and conditions set forth herein.

12. The Settled Plaintiffs' Claims and the Settled Defendants' Claims are deemed to be released without regard to the subsequent discovery of facts in addition to or different from those which Plaintiffs, members of the Class, EFI and EFI's stockholders, or Defendants, respectively, now know or believe to be true with respect to the subject matter of the

² For purposes of this paragraph 8, the term "Plaintiffs" means Denver Employees Retirement Plan and City of Ann Arbor Employees' Retirement System or any of their associates or affiliates and each and all of their respective past, present or future officers, directors, principals, representatives, employees, families, attorneys, financial or investment advisors, insurers, co-insurers and re-insurers, consultants, accountants, commercial bankers, brokers, dealers, advisors or agents, heirs, executors, trustees, members, participants, beneficiaries, personal or legal representatives, estates,

Settled Plaintiffs' Claims or Settled Defendants' Claims, even if such facts might have affected the decision by Plaintiffs, on behalf of the Class, EFI and EFI's stockholders, or Defendants, respectively, to enter into the Stipulation, and by members of the Class not to object to the Settlement. Plaintiffs, each member of the Settlement Class, EFI and EFI stockholders, and Defendants, respectively, shall be deemed to waive any and all provisions, rights and benefits conferred by any law of the United States or any state or territory of the United States, or principle of common law, which governs or limits a person's release of unknown claims. Plaintiffs, on behalf of the Settlement Class, EFI and its stockholders, and Defendants, respectively, shall be deemed to relinquish, to the full extent permitted by law, the provision, rights and benefits of § 1542 of the California Civil Code, which provides:

A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS WHICH THE CREDITOR DOES NOT KNOW OR SUSPECT TO 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.

In addition, Plaintiffs, on behalf of the Class, EFI and EFI stockholders, and Defendants, respectively, 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, as against each other. Plaintiffs, on behalf of the Class, EFI and EFI stockholders, and Defendants, respectively, also shall be deemed to fully, finally and forever settle and release any and all Settled Plaintiffs' Claims and Settled Defendants' Claims, respectively, known or unknown, suspected or unsuspected, which now exist, or heretofore existed without regard to Class members', EFI's, EFI stockholders' or Defendants' subsequent discovery or the existence of facts in addition to or

administrators, predecessors, successors and assigns, whether or not served with process and whether or not such person appeared in the Action.

different from those that they now know or believe to be true with respect to the subject matter of the release contemplated by the Stipulation.

13. Plaintiffs, members of the Class, EFI and EFI stockholders are hereby individually and severally permanently barred and enjoined from instituting, commencing, prosecuting, participating in or continuing any action or other proceeding in any court or tribunal of this or any other jurisdiction, either directly, representatively, derivatively or in any other capacity, against any of the Released Persons, asserting any claims that are, arise out of, or in any way relate to, Settled Plaintiffs' Claims.

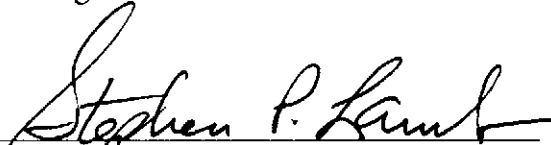
14. Plaintiffs' Counsel are awarded attorneys' fees and expenses in the amount of \$2,961,244.28 and \$115,171.42, respectively, which sums the Court finds to be fair and reasonable. EFI shall cause such amounts to be paid in accordance with the terms of the Stipulation.

15. This Judgment shall not constitute any evidence or any admission or concession, either (i) on the part of Plaintiffs, of the lack of merit of the Action, or (ii) on the part of Defendants, or any of them, of any liability or wrongdoing whatsoever, which is expressly denied and disclaimed by Defendants.

16. The effectiveness of the provisions of this Judgment and the obligations of Plaintiffs and Defendants under the Settlement shall not be conditioned upon or subject to the resolution of any appeal from this Judgment that relates solely to the issue of Plaintiffs' Counsel's application for an award of attorneys' fees and expenses.

17. Without affecting the finality of this Order and Final Judgment, jurisdiction is hereby retained by this Court for the purpose of protecting and implementing the Stipulation and the terms of this Judgment, including the resolution of any disputes that may

arise with respect to the effectuation of any of the provisions of the Stipulation, and for the entry of such further orders as may be necessary or appropriate in administering and implementing the terms and provisions of the Settlement and this Judgment.


Vice Chancellor Stephen P. Lamb