

**UNITED STATES DISTRICT COURT
DISTRICT OF NEW JERSEY**

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STANLEY YEDLOWSKI, etc.,	:	Case No. 14-CV-8020-FLW-TJB
	:	
Plaintiffs,	:	
v.	:	
	:	
ROKA BIOSCIENCE, INC., et al.,	:	
	:	
Defendants	:	
	x	

ORDER APPROVING CLASS-ACTION SETTLEMENT

WHEREAS Lead Plaintiff Stanley Yedlowski, on behalf of the Class (as defined below), has applied to the Court pursuant to Fed. R. Civ. P. 23(e) and the Private Securities Litigation Reform Act of 1995 (the “PSLRA”) for an Order granting final approval of the proposed settlement of the above-captioned litigation in accordance with the Stipulation of Settlement (including its exhibits) (the “Settlement Agreement”), which sets forth the terms and conditions for a proposed settlement of the Action against defendants Roka Bioscience, Inc. (“Roka”) and the two individual defendants (the “Settlement”); and

WHEREAS, on June 28, 2016, the Court entered an Order (the “Preliminary Approval Order”) preliminarily approving the proposed Settlement, preliminarily certifying the Class for settlement purposes, directing notice to be sent and published to potential Class Members, and scheduling a hearing (the “Fairness Hearing”) to consider whether to grant final approval of the proposed Settlement, the proposed Plan of Allocation, and Lead Counsel’s motion for an award of attorneys’ fees and expenses; and

WHEREAS the Court held the Fairness Hearing on November 9, 2016, to determine, among other things, (i) whether the terms and conditions of the proposed Settlement are fair,

reasonable, and adequate and should therefore be approved; (ii) whether the Class should be finally certified for settlement purposes; (iii) whether notice to the Class was implemented pursuant to the Preliminary Approval Order and constituted due and adequate notice to the Class in accordance with the Federal Rules of Civil Procedure, the PSLRA, the United States Constitution (including the Due Process Clause), the Rules of the Court, and any other applicable law; (iv) whether to approve the proposed Plan of Allocation; (v) whether to enter final judgment dismissing the Action on the merits and with prejudice as to Defendants and against all Class Members, and releasing all the Released Defendants' Claims and Released Plaintiffs' Claims as provided in the Settlement Agreement; (vi) whether to enter the requested permanent injunction and bar orders as provided in the Settlement Agreement; and (vii) whether and in what amount to award attorneys' fees and expenses to Lead Counsel; and

WHEREAS the Court received submissions and heard argument at the Fairness Hearing from counsel for Lead Plaintiff and for Defendants;

NOW, THEREFORE, based on the written submissions received before the Fairness Hearing, the arguments at the Fairness Hearing, and the other materials of record in this action, and for the reasons set forth in the Opinion filed on even date, it is hereby ORDERED, ADJUDGED, AND DECREED as follows:

1. **Incorporation of Settlement Documents.** This Order incorporates and makes a part hereof the Settlement Agreement dated as of May 17, 2016, including its defined terms.

Terms not defined in this Order shall have the definitions given to them in the Agreement.

2. **Jurisdiction.** The Court has jurisdiction over the subject matter of the Action, the Lead Plaintiff, and all other Class Members (as defined below) and has jurisdiction to enter this Order and the Final Judgment (the "Judgment").

3. **Final Class Certification.** The Court grants final certification of the Class solely for purposes of the Settlement pursuant to Fed. R. Civ. P. 23(b)(3). The “Class” (consisting of “Class Members”) is defined to consist of all persons, entities, or legal beneficiaries or participants in any entities who purchased or otherwise acquired Roka securities pursuant to or traceable to the Registration Statement issued in connection with Roka’s initial public offering dated July 17, 2014 (the “IPO”), including those persons or entities who purchased or otherwise acquired Roka common stock between July 17, 2014 and March 26, 2015, inclusive (the “Class Period”). Excluded from the Class are:

a. such persons or entities who submitted valid and timely requests for exclusion from the Class;

b. such persons or entities who, while represented by counsel, settled an actual or threatened lawsuit or other proceeding against the Releasees and released the Releasees from any further Claims concerning their purchase or other acquisition of Roka securities during the Class Period; and

c. such persons who are or were: Defendants; officers or directors of Roka between July 17, 2014 and the end of the Class Period; Family Members of any of the foregoing, and their legal representatives, heirs, successors, or assigns; and any entity in which any Defendant has or had a Controlling Interest.

4. This certification of the Class is made for the sole purpose of consummating the settlement of the Action in accordance with the Settlement Agreement. If the Court’s grant of final approval does not become Final for any reason whatsoever, or if it is modified in any material respect, this class certification shall be deemed void *ab initio*, shall be of no force or effect whatsoever, and shall not be referred to or used for any purpose whatsoever, including in

any later attempt by or on behalf of Lead Plaintiff or anyone else to seek class certification in this or any other matter.

5. For purposes of the settlement of the Action, and only for those purposes, and subject to the terms of the Settlement Agreement, the Court finds that the requirements of Fed. R. Civ. P. 23 and any other applicable laws (including the PSLRA) have been satisfied, as set forth in the Opinion filed on even date, in that:

a. The Class is ascertainable from business records and/or from objective criteria;

b. The Class is so numerous that joinder of all members would be impractical;

c. One or more questions of fact and law are common to all Class Members;

d. Lead Plaintiff's claims are typical of those of the other members of the Class;

e. Lead Plaintiff has been and is capable of fairly and adequately protecting the interests of the members of the Class, in that (i) Lead Plaintiff's interests have been and are consistent with those of the other Class Members, (ii) Lead Counsel has been and is able and qualified to represent the Class, and (iii) Lead Plaintiff and Lead Counsel have fairly and adequately represented the Class Members in prosecuting this Action and in negotiating and entering into the proposed Settlement; and

f. For settlement purposes, questions of law and/or fact common to members of the Class predominate over any such questions affecting only individual Class Members, and a class action is superior to all other available methods for the fair and efficient resolution of the Action. In making these findings for settlement purposes, the Court has considered, among other

things, (i) the Class Members' interests in individually controlling the prosecution of separate actions, (ii) the impracticability or inefficiency of prosecuting separate actions, (iii) the extent and nature of any litigation concerning these claims already commenced, and (iv) the desirability of concentrating the litigation of the claims in a particular forum.

6. **Final Certification of Lead Plaintiff and Appointment of Class Counsel Solely for Settlement Purposes.** Solely for purposes of the proposed Settlement, the Court hereby (i) grants final certification of Stanley Yedlowski as the class representative and (ii) confirms its appointment of The Rosen Law Firm, P.A., as class counsel pursuant to Fed. R. Civ. P. 23(g).

7. **Notice.** The Court finds that the distribution of the Individual Notice (including the Claim Form), the publication of the Summary Notice, and the notice methodology as set forth in the Preliminary Approval Order all were implemented in accordance with the terms of that Order. The Court further finds that the Individual Notice (including the Claim Form), the Summary Notice, and the notice methodology implemented pursuant to the Preliminary Approval Order (i) constituted the best practicable notice, (ii) constituted notice that was reasonably calculated, under the circumstances, to apprise potential Class Members of the pendency of the Action, the nature and terms of the proposed Settlement, the effect of the Settlement Agreement (including the release of claims), their right to object to the proposed Settlement, their right to exclude themselves from the Class, and their right to appear at the Settlement Hearing, (iii) were reasonable and constituted due, adequate, and sufficient notice to all persons or entities entitled to receive notice (including any State and/or federal authorities entitled to receive notice under the Class Action Fairness Act), and (iv) met all applicable

requirements of the Federal Rules of Civil Procedure, the United States Constitution (including the Due Process Clause), the PSLRA, the Rules of the Court, and any other applicable law.

8. **Final Settlement Approval.** The Court finds that the proposed Settlement resulted from serious, informed, non-collusive negotiations conducted at arm's length by the Settling Parties and their counsel – with the assistance of a former Judge of this Court as mediator – and was entered into in good faith. The terms of the Settlement Agreement do not have any material deficiencies and do not improperly grant preferential treatment to any individual Class Member. Accordingly, the proposed Settlement as set forth in the Settlement Agreement is hereby fully and finally approved as fair, reasonable, and adequate, consistent and in full compliance with all applicable requirements of the Federal Rules of Civil Procedure, the United States Constitution (including the Due Process Clause), the PSLRA, and the Rules of the Court, and in the best interests of the Class Members.

9. In making these findings, the Court considered, among other factors, (i) the nature of the claims asserted and the strength of Lead Plaintiff's claims and Defendants' defenses as to liability and damages, (ii) the risk, expense, complexity, and likely duration of further litigation, (iii) the prospects of Lead Plaintiff's obtaining certification of a litigation class and of maintaining such certification through trial, (iv) the amount and kinds of benefits to be offered in the proposed Settlement, (v) the range of reasonableness of the settlement fund in relation to the best possible recovery and to a possible recovery in light of all of the attendant risks of continued litigation, (vi) the allocation of the Settlement proceeds among eligible Class Members, (vii) the stage of the proceedings at which the proposed Settlement was reached, (viii) the information available to the Settling Parties and the Court, including the availability of confirmatory discovery, (ix) the experience and views of the Settling Parties' counsel, (x) the maturity of the

underlying substantive issues, (xi) the availability of opt-out rights for potential Class Members who do not wish to participate in the Settlement, (xii) the procedures for processing Class Members' claims for relief from the Settlement fund, (xiii) the involvement of a respected mediator (retired United States District Judge Faith Hochberg, of the District of New Jersey), (xiv) the potential Class Members' reactions to the proposed Settlement, including the number of objections and exclusion requests submitted by actual or potential members of the Class, (xv) the submissions and arguments made throughout these proceedings by the Settling Parties, and (xvi) the submissions and arguments made in connection with the Fairness Hearing.

10. The Settling Parties are directed to implement and consummate the Settlement Agreement in accordance with its terms and provisions. The Court approves the documents submitted to the Court in connection with the implementation of the Settlement Agreement.

11. **Releases.** The releases as set forth in Section VIII of the Settlement Agreement, together with the respective definitions of Released Defendants' Claims, Released Plaintiffs' Claims, Releasees, and Releasers, are set out in the attached Appendix and are expressly incorporated herein in all respects. As of the Final Settlement Date, and without limiting or modifying the full language of the release provisions in the Settlement Agreement:

a. The Released Plaintiffs' Claims against each and all of the Releasees shall be released and dismissed with prejudice and on the merits, without costs to any party, except as provided in the Settlement Agreement. Nothing in this Order or in the Judgment shall release the Claims of any persons or entities who have submitted timely, valid requests for exclusion.

b. All Released Defendants' Claims by Releasees against Lead Counsel and the other Releasers that relate in any way to any and all acts directly or indirectly relating to the

prosecution, defense, or settlement of the Action shall be released and dismissed with prejudice and on the merits, without costs to any party.

c. All Claims by Plaintiffs' counsel (including Lead Counsel) against Defendants' Counsel and any or all of the Releasees that relate in any way to any and all acts directly or indirectly relating to the prosecution, defense, or settlement of the Action or to the Settlement Agreement are released.

d. Notwithstanding the foregoing, nothing in this Order or in the Judgment shall preclude any action to enforce the terms of the Settlement Agreement.

12. **Permanent Injunction.** The Court permanently bars and enjoins (i) all Class Members and their heirs, executors, administrators, trustees, predecessors, successors, affiliates (as defined in 17 C.F.R. Part 210.1-02.b) ("Affiliates"), representatives, and assigns – and anyone else (including any governmental entity) purporting to act on behalf of, for the benefit of, or derivatively for any of them – from filing, commencing, prosecuting, intervening in, or participating in (as class members or otherwise) any other lawsuit, arbitration, or administrative, regulatory, or other proceeding (as well as a motion or complaint in intervention in the Action if the person or entity filing such motion or complaint in intervention purports to be acting as, on behalf of, for the benefit of, or derivatively for any of the above persons or entities) or order, in any jurisdiction or forum, that is based upon, arises out of, or relates to any Released Plaintiffs' Claim as to any Releasee, including any Claim that is based upon, arises out of, or relates to the Action or the transactions and occurrences referred to in the Complaint, and (ii) all persons and entities from filing, commencing, or prosecuting any other lawsuit as a class action (including by seeking to amend a pending complaint to include class allegations or by seeking class certification in a pending action) or other proceeding on behalf of any Class Member as to the

Releasees, if such other lawsuit is based upon, arises out of, or relates to any Released Plaintiffs' Claims, including any Claim that is based upon, arises out of, or relates to the Action or the transactions and occurrences referred to in the Complaint; *provided, however*, that nothing in this Order or in the Judgment shall enjoin the pursuit of any Claims to enforce the Settlement Agreement.

13. **Contribution Bar Order.** To the extent authorized by § 11 of the Securities Act of 1933, and in accordance with 15 U.S.C. § 78u-4(f)(7)(A), any and all Claims for contribution arising out of any Released Plaintiffs' Claim (i) by any person or entity against any of the Releasees and (ii) by any of the Releasees against any person or entity other than as set out in 15 U.S.C. § 78u-4(f)(7)(A)(ii) are hereby permanently barred, extinguished, discharged, satisfied, and unenforceable. Accordingly, without limitation to any of the above, (i) any person or entity is hereby permanently enjoined from commencing, prosecuting, or asserting against any of the Releasees any such Claim for contribution, and (ii) the Releasees are hereby permanently enjoined from commencing, prosecuting, or asserting against any person or entity any such Claim for contribution. In accordance with 15 U.S.C. § 78u-4(f)(7)(B), any final verdict or judgment that might be obtained by or on behalf of the Class or a Class Member against any person or entity for loss for which such person or entity and any Releasees are found to be jointly liable shall be reduced by the greater of (i) an amount that corresponds to Defendants' percentage of responsibility for the loss to the Class or Class Member or (ii) either (a) the Settlement Amount, in the case of the Class, or (b) that portion of the Settlement Amount applicable to the Class Member, in the case of a Class Member, unless the court entering such judgment orders otherwise.

14. **Complete Bar Order.** To effectuate the Settlement, the Court hereby enters the following Complete Bar:

a. Any and all persons and entities are permanently barred, enjoined, and restrained from commencing, prosecuting, or asserting any Claim against any Releasee arising under any federal, state, or foreign statutory or common-law rule, however styled, whether for indemnification or contribution or otherwise denominated, including Claims for breach of contract or for misrepresentation, where the Claim is or arises from a Released Plaintiffs' Claim and the alleged injury to such person or entity arises from that person's or entity's alleged liability to the Class or any Class Member, including any Claim in which a person or entity seeks to recover from any of the Releasees (i) any amounts such person or entity has or might become liable to pay to the Class or any Class Member and/or (ii) any costs, expenses, or attorneys' fees from defending any Claim by the Class or any Class Member. All such Claims are hereby extinguished, discharged, satisfied, and unenforceable, subject to a hearing to be held by the Court, if necessary. The provisions of this Complete Bar Order are intended to preclude any liability of any of the Releasees to any person or entity for indemnification, contribution, or otherwise on any Claim that is or arises from a Released Plaintiffs' Claim and where the alleged injury to such person or entity arises from that person's or entity's alleged liability to the Class or any Class Member; *provided, however*, that if the Class or any Class Member obtains any judgment against any such person or entity based upon, arising out of, or relating to any Released Plaintiffs' Claim for which such person or entity and any of the Releasees are found to be jointly liable, that person or entity shall be entitled to a judgment credit equal to an amount that is the greater of (i) an amount that corresponds to such Releasee's or Releasees' percentage of responsibility for the loss to the Class or Class Member or (ii) either (a) the Settlement Amount,

in the case of the Class, or (b) that portion of the Settlement Amount applicable to the Class Member, in the case of a Class Member, unless the court entering such judgment orders otherwise.

b. Each and every Releasee is permanently barred, enjoined, and restrained from commencing, prosecuting, or asserting any Claim against any other person or entity (including any other Releasee) arising under any federal, state, or foreign statutory or common-law rule, however styled, whether for indemnification or contribution or otherwise denominated, including Claims for breach of contract and for misrepresentation, where the Claim is or arises from a Released Plaintiffs' Claim and the alleged injury to such Releasee arises from that Releasee's alleged liability to the Class or any Class Member, including any Claim in which any Releasee seeks to recover from any person or entity (including another Releasee) (i) any amounts any such Releasee has or might become liable to pay to the Class or any Class Member and/or (ii) any costs, expenses, or attorneys' fees from defending any Claim by the Class or any Class Member. All such Claims are hereby extinguished, discharged, satisfied and unenforceable.

c. Notwithstanding anything stated in this Complete Bar Order, if any person or entity (for purposes of this Complete Bar Order, a "petitioner") commences against any of the Releasees any action either (i) asserting a Claim that is or arises from a Released Plaintiffs' Claim and where the alleged injury to such petitioner arises from that petitioner's alleged liability to the Class or any Class Member or (ii) seeking contribution or indemnity for any liability or expenses incurred in connection with any such Claim, and if such action or Claim is not barred by a court pursuant to this Complete Bar Order or is otherwise not barred by the Complete Bar Order, neither the Complete Bar Order nor the Settlement Agreement shall bar Claims by that Releasee against (a) such petitioner, (b) any person or entity who is or was

controlled by, controlling, or under common control with the petitioner, whose assets or estate are or were controlled, represented, or administered by the petitioner, or as to whose Claims the petitioner has succeeded, and (c) any person or entity that participated with any of the preceding persons or entities described in items (a) and (b) of this subparagraph in connection with the assertion of the Claim brought against the Releasee(s); *provided, however*, that nothing in this Complete Bar Order or the Settlement Agreement shall prevent the Settling Parties from taking such steps as are necessary to enforce the terms of the Settlement Agreement.

d. If any term of the Complete Bar Order entered by the Court is held to be unenforceable after the date of entry, such provision shall be substituted with such other provision as may be necessary to afford all of the Releasees the fullest protection permitted by law from any Claim that is based upon, arises out of, or relates to any Released Plaintiffs' Claim.

e. Notwithstanding the Complete Bar Order or anything else in the Settlement Agreement, nothing shall release, interfere with, limit, or bar the assertion by any Releasee of any Claim for insurance coverage under any insurance, reinsurance, or indemnity policy that provides coverage respecting the conduct at issue in the Action.

15. **No Admissions.** This Order and the Judgment, the Settlement Agreement, the offer of the Settlement Agreement, and compliance with the Judgment or the Settlement Agreement shall not constitute or be construed as an admission by any of the Releasees of any wrongdoing or liability. This Order, the Judgment, and the Settlement Agreement are to be construed solely as a reflection of the Settling Parties' desire to facilitate a resolution of the Claims in the Complaint and of the Released Plaintiffs' Claims. In no event shall this Order, the Judgment, the Settlement Agreement, any of their provisions, or any negotiations, statements, or court proceedings relating to their provisions in any way be construed as, offered as, received as,

used as, or deemed to be evidence of any kind in the Action, any other action, or any judicial, administrative, regulatory, or other proceeding, except a proceeding to enforce the Settlement Agreement. Without limiting the foregoing, this Order, the Judgment, the Settlement Agreement, and any related negotiations, statements, or court proceedings shall not be construed as, offered as, received as, used as, or deemed to be evidence or an admission or concession of any liability or wrongdoing whatsoever on the part of any person or entity, including Defendants, or as a waiver by Defendants of any applicable defense, or as a waiver by Lead Plaintiff or the Class of any Claims, causes of action, or remedies; *provided, however*, that this Order, the Judgment, and/or the Settlement Agreement may be filed in any action against or by Releasees to support a defense of *res judicata*, collateral estoppel, release, waiver, good-faith settlement, judgment bar or reduction, full faith and credit, or any other theory of claim preclusion, issue preclusion, or similar defense or counterclaim.

16. **Modification of Settlement Agreement.** Without further approval from the Court, the Settling Parties are hereby authorized to agree to and adopt such amendments, modifications, and expansions of the Settlement Agreement (including its exhibits) as (i) are not materially inconsistent with this Order and the Judgment and (ii) do not materially limit the rights of Class Members under the Settlement Agreement.

17. **Dismissal of Action.** The Action, including all Claims that have been asserted, is hereby dismissed on the merits and with prejudice, without fees or costs to any Settling Party except as otherwise provided in the Settlement Agreement.

18. **Retention of Jurisdiction.** Without in any way affecting the finality of this Order and the Judgment, the Court expressly retains continuing and exclusive jurisdiction over the Settling Parties, the Class Members, and anyone else who appeared before this Court for all

matters relating to the Action, including the administration, consummation, interpretation, effectuation, or enforcement of the Settlement Agreement and of this Order and the Judgment, and for any other reasonably necessary purpose, including:

- a. enforcing the terms and conditions of the Settlement Agreement, this Order, and the Judgment (including the Complete Bar Order, the PSLRA Contribution Bar Order, and the permanent injunction);
- b. resolving any disputes, claims, or causes of action that, in whole or in part, are related to or arise out of the Settlement Agreement, this Order, or the Judgment (including whether a person or entity is or is not a Class Member and whether claims or causes of action allegedly related to the Action are or are not barred by this Order and the Judgment or the releases);
- c. entering such additional orders as may be necessary or appropriate to protect or effectuate this Order and the Judgment, including whether to impose a bond on any parties who appeal from this Order or the Judgment; and
- d. entering any other necessary or appropriate orders to protect and effectuate this Court's retention of continuing jurisdiction; *provided, however*, that nothing in this Order or the Judgment shall interfere with the Mediator's ability to make final, binding, and nonappealable rulings as prescribed in the Settlement Agreement.

19. **Rule 11 Findings.** The Court finds that all of the complaints filed in the Action were filed on a good-faith basis in accordance with the PSLRA and with Rule 11 of the Federal Rules of Civil Procedure based upon all publicly available information. The Court finds that all Settling Parties and their counsel have complied with each requirement of Rule 11 of the Federal Rules of Civil Procedure as to all proceedings herein.

20. **Termination.** If the Settlement does not become Final in accordance with the terms of the Settlement Agreement, or is terminated pursuant to the Settlement Agreement (including Sections XII, XIII, and/or XIV), this Order and the Judgment shall be rendered null and void to the extent provided by and in accordance with the Settlement Agreement.

21. **Entry of Judgment.** There is no just reason to delay the entry of this Order and the Judgment, and immediate entry by the Clerk of the Court is expressly directed pursuant to Rule 54(b) of the Federal Rules of Civil Procedure.

Dated: Trenton, New Jersey
November 10, 2016

_____/s/ Freda L. Wolfson_____
The Honorable Freda L. Wolfson
United States District Judge

APPENDIX OF SELECTED TERMS AND DEFINITIONS

“Action”

“Action” means the putative securities class action originally filed as *Wei Ding, etc. v. Roka Bioscience, Inc., et al.*, and currently pending in the Court under the caption *Stanley Yedlowski v. Roka Bioscience, Inc., et al.*, No. 14-cv-8020-FLW-TJB, including any other cases that might be consolidated into that action as of the Final Settlement Date.

“Released Defendants’ Claims”

“Released Defendants’ Claims” means each and every Claim that has been, could have been, or could be asserted in the Action or in any other proceeding by any Releasee, including any Defendant or the successors and assigns of any Defendant, against Plaintiffs, any other Class Member, or their attorneys (including Lead Counsel) that arises out of or relates in any way to the institution, prosecution, or settlement of the Action, except for claims to enforce the Settlement.

“Released Plaintiffs’ Claims”

“Released Plaintiffs’ Claims” means each and every Claim that Plaintiffs or any other Class Member (i) asserted against any of the Releasees in the Action (including all Claims alleged in the original complaint and in the Complaint) or (ii) could have asserted or could assert against any of the Releasees in connection with the facts and circumstances alleged in the Action, whether arising under any federal, state, or other statutory or common-law rule, in any court, tribunal, agency, or other forum, that both (A) arises out of or relates to the purchase or other acquisition of Roka common stock during the Class Period, or any other Investment Decision concerning Roka common stock during the Class Period, and (B) relates directly or indirectly to (1) Roka’s method for testing for foodborne pathogens, Roka’s Atlas instruments and assays,

customers' use of Roka's Atlas instruments and assays, laboratory operators' ability to use Roka's Atlas instruments and assays, difficulties (including false positives) that customers experienced in using Roka's Atlas instruments and assays, customers' and Roka's responses to those difficulties, Roka's revised workflow for use of its assays, Roka's alleged awareness of customers' difficulties in using Roka's Atlas instruments and assays and of the efficacy of its efforts (including the revised workflow) to resolve those difficulties, Roka's redesign of its *Listeria* assay, Roka's financial condition (including its revenues and expenses) and prospects, the Registration Statement, Roka's third-quarter and fourth-quarter 2014 earnings reports and financial disclosures, Roka's internal controls, processes, and procedures relating to accounting or disclosure matters, and any other alleged breaches of Releasees' duties to Roka or its shareholders, and/or (2) any alleged statements about – or alleged failures to disclose information about – any of the foregoing matters. The term "Released Plaintiffs' Claims" includes any Claims arising out of or relating to both (i) the purchase or other acquisition of Roka common stock during the Class Period, or any other Investment Decision during the Class Period concerning Roka securities issued pursuant or traceable to the Registration Statement, and (ii) any or all of the acts, failures to act, omissions, misrepresentations, facts, events, matters, transactions, occurrences, or oral or written statements or representations of Releasees that were or could have been alleged under the facts and circumstances pled in the Action (including in the Complaint and the original complaint), including:

a. Roka's method for testing for foodborne pathogens, including how the testing is done, the amount of time needed to obtain test results, the differences between Roka's testing method and other available methods, and the advantages and alleged disadvantages of Roka's testing method [e.g., Complaint ¶¶ 8, 44-51, 60-65, 77, 83-91, 96, 107-108];

- b. placements of Roka's Atlas instruments and sales of assay kits [*e.g.*, *id.* ¶¶ 19, 111];
- c. the training required for use of Roka's Atlas testing system [*e.g.*, *id.* ¶ 58];
- d. false positives and other difficulties that Roka's customers or prospective customers experienced in using the Atlas instrument or Roka's assays [*e.g.*, *id.* ¶¶ 93, 95-99, 102-103, 105, 138];
- e. contamination of test samples, sample bags, sample tubes, or Atlas instruments [*e.g.*, *id.* ¶¶ 10, 15, 81-82, 105-107, 138, 140];
- f. returns of Atlas instruments by customers or prospective customers [*e.g.*, *id.* ¶¶ 15, 101, 116, 138, 140];
- g. loss of customers or prospective customers, or reductions in their purchases and use of Roka's assays [*e.g.*, *id.* ¶¶ 15, 102, 104, 110, 116, 121, 138, 140];
- h. Roka's customers; the staffing of and conditions in their laboratories; their employees' training, qualifications, experience, and compensation; errors made by their lab technicians; and Roka's alleged knowledge of those issues [*e.g.*, *id.* ¶¶ 10, 18, 79-81, 96, 117-118, 141];
- i. Roka's efforts to resolve false positives and other customer difficulties, including the revised workflow that Roka introduced in the spring of 2014 [*e.g.*, *id.* ¶¶ 13, 15, 97, 98];
- j. Roka's alleged knowledge of customers' complaints and of whether the new workflow and other efforts to resolve customers' issues were succeeding and would succeed in the future [*e.g.*, *id.* ¶¶ 14, 18, 20, 25, 96-99, 102-105, 108, 113, 115-116, 127, 138, 140];

- k. Roka's redesign of its *Listeria* assay after the IPO, including Roka's alleged awareness of the need to do so and the timing of the new assay's availability [*e.g.*, *id.* ¶¶ 16-17, 20, 92-93, 107, 118-119, 128];
- l. Roka's financial condition, revenues, net income, and other financial metrics, and auditors' comments about Roka's financial condition [*e.g.*, *id.* ¶¶ 17, 23, 66-68, 73, 111-112];
- m. Roka's future financial and business prospects and its expectations about future earnings, expenses, instrument placements, and assay usage [*e.g.*, *id.* ¶¶ 2, 17, 23];
- n. expectations, trends, or uncertainties concerning the food-testing business, Roka's position in the industry, and Roka's plans for the future [*e.g.*, *id.* ¶¶ 39-42, 44; *see also* original complaint ¶¶ 23-24, 28];
- o. the Registration Statement, including its compliance with Item 303 of Regulation S-K and other applicable laws and requirements [*e.g.*, Complaint ¶¶ 18, 69-72, 130-138];
- p. Roka's third-quarter 2014 earnings announcement and financial statements [*e.g.*, *id.* ¶¶ 19, 114-116, 125];
- q. Roka's statements about the status of its contracts and transactions [*e.g.*, *id.* ¶¶ 20, 121, 137];
- r. Roka's fourth-quarter 2014 earnings announcement and 4Q14 financial statements [*e.g.*, *id.* ¶¶ 23, 123-125]; and
- s. Roka's statements about, or alleged omissions concerning, any or all of the above matters.

The term “Released Plaintiffs’ Claims” also includes any Claim relating to the initiation, litigation, settlement, or dissemination of notice of the Action; *provided, however*, that the term “Released Plaintiffs’ Claims” does *not* include any claims to enforce this Settlement Agreement.

“Releasees”

“Releasee” means each and every one of, and “Releasees” means all of, the following:

- a. Defendants and their Family Members, heirs, successors, representatives, agents, and assigns;
- b. Each and every entity that falls within the definition of Roka Releasees; and
- c. Each of the Roka Releasees’ respective past and present directors, executive-committee members, officers, officials, employees, members, partners, principals, agents, attorneys (including in-house or outside attorneys (including Defendants’ Counsel) employed or retained by the Roka Releasees), advisors, investment bankers, trustees, administrators, fiduciaries, consultants, actuaries, representatives, accountants, accounting advisors, auditors, insurers, and reinsurers.

Release and Waiver:

1. Pursuant to the Final Order and the Judgment, without further action by anyone, and whether or not a Claim Form has been executed and/or delivered by or on behalf of any such Class Member, and subject to Section 4 below, on and after the Final Settlement Date, Lead Plaintiff and all other Class Members, on behalf of themselves and their other Releasers, for good and sufficient consideration, shall be deemed to have, and by operation of law and of the Final Order and the Judgment shall have, fully, finally, and forever released, relinquished, settled, and discharged:

(a) all Released Plaintiffs' Claims against each and every one of the Releasees;

(b) all Claims, damages, and liabilities as to each and every one of the Releasees to the extent that any such Claims, damages, or liability relate in any way to any or all acts, omissions, nondisclosures, facts, matters, transactions, occurrences, or oral or written statements or representations in connection with, or directly or indirectly relating to, (i) the prosecution, defense, or settlement of the Action, (ii) the facts and circumstances of this Settlement Agreement, the Settlement terms, and their implementation, (iii) the provision of notice in connection with the proposed Settlement, and/or (iv) the resolution of any Claim Forms filed in connection with the Settlement; and

(c) all Claims against any of the Releasees for attorneys' fees, costs, or disbursements incurred by Lead Plaintiff's counsel (including Lead Counsel) or any other counsel representing Plaintiffs or any other Class Member in connection with or related in any manner to the Action, the settlement of the Action, or the administration of the Action and/or its Settlement, except to the extent otherwise specified in the Settlement Agreement.

2. Pursuant to the Final Order and the Judgment, without further action by anyone, and subject to Section 4 below, on and after the Final Settlement Date, each and all Releasees, including Defendants' Counsel, for good and sufficient consideration, the receipt and adequacy of which are hereby acknowledged, shall be deemed to have, and by operation of law and of the Final Order and the Judgment shall have, fully, finally, and forever released, relinquished, settled, and discharged each and all Releasers, as well as Lead Counsel, from any and all Released Defendants' Claims, except to the extent otherwise specified in this Settlement Agreement.

3. Pursuant to the Final Order and the Judgment, without further action by anyone, and subject to Section 4 below, on and after the Final Settlement Date, Plaintiffs and their counsel (including Lead Counsel), on behalf of themselves, their heirs, executors, administrators, predecessors, successors, Affiliates, assigns, and any person or entity claiming by or through any of them, for good and sufficient consideration, the receipt and adequacy of which are hereby acknowledged, shall be deemed to have, and by operation of law and of the Final Order and the Judgment shall have, fully, finally, and forever released, relinquished, settled, and discharged Defendants' Counsel and all other Releasees from any and all Claims that relate in any way to any and all acts directly or indirectly relating to the prosecution, defense, or settlement of the Action or to the Settlement Agreement, except to the extent otherwise specified in the Settlement Agreement.

4. Notwithstanding Sections 1, 2, and 3 above, nothing in the Final Order or the Judgment shall bar any action or Claim by the Settling Parties or their counsel to enforce the terms of the Settlement Agreement or the Final Order or the Judgment.

5. The releases and waivers contained in this Section were separately bargained for and are essential elements of the Settlement Agreement.

Releasor:

“Releasor” means each and every one of, and “Releasors” means all of, (i) Plaintiffs, (ii) all other Class Members, (iii) their respective past or present parents, predecessors, successors, heirs, representatives, agents, assigns, Affiliates, divisions, business units, subsidiaries, any entities in which any Releasor has or had a Controlling Interest or that has or had a Controlling Interest in him, her, or it, and any other person or entity (including any governmental entity) claiming by or through, on behalf of, for the benefit of, derivatively for, or as representative of Plaintiffs or any

other Class Member, and (iv) the respective past and present directors, governors, executive-committee members, officers, officials, employees, members, partners, principals, agents, attorneys (including their General Counsel and other in-house or outside attorneys), advisors, trustees, administrators, fiduciaries, consultants, service providers, representatives, successors in interest, assigns, beneficiaries, heirs, executors, accountants, accounting advisors, and auditors of any or all of the above persons or entities.