

**NOTICE OF PENDENCY OF CLASS ACTION, PROPOSED  
SETTLEMENT OF CLASS ACTION, AND SETTLEMENT HEARING**

TO: ALL HOLDERS OF THE COMMON STOCK OF METROLOGIC INSTRUMENTS, INC. (“METROLOGIC”) WHO WERE REQUIRED TO RELINQUISH THEIR METROLOGIC SHARES FOR \$18.50 PER SHARE UPON CONSUMMATION OF THE MERGER BETWEEN METROLOGIC AND METEOR MERGER CORPORATION ON OR ABOUT DECEMBER 21, 2006, BUT EXCLUDING ELLIOTT ASSOCIATES, L.P.; ELLIOTT INTERNATIONAL, L.P.; THE FORMER INDIVIDUAL DEFENDANTS (DEFINED BELOW); FRANCISCO PARTNERS II, L.P., FP-METROLOGIC LLC, METEOR HOLDING CORPORATION AND METEOR MERGER CORPORATION (COLLECTIVELY, “FRANCISCO”); HONEYWELL INTERNATIONAL (“HONEYWELL”); AND, AND ANY PERSON, FIRM, TRUST, CORPORATION, OR OTHER ENTITY RELATED TO OR AFFILIATED WITH ELLIOTT OR ANY FORMER DEFENDANT (OTHER THAN EMPLOYEES OF SUCH ENTITIES WHO WERE NOT DIRECTORS OR OFFICERS DURING THE CLASS PERIOD (DEFINED BELOW)).

PLEASE READ THIS NOTICE CAREFULLY AND IN ITS ENTIRETY. YOUR RIGHTS WILL BE AFFECTED BY THE LEGAL PROCEEDINGS IN THIS ACTION. IF THE COURT APPROVES THE PROPOSED SETTLEMENT, YOU WILL BE FOREVER BARRED FROM CONTESTING THE FAIRNESS OF THE PROPOSED SETTLEMENT OR PURSUING THE “RELEASED CLAIMS” (DEFINED BELOW).

IF YOU ARE A NOMINEE WHO HELD METROLOGIC COMMON STOCK FOR THE BENEFIT OF ANOTHER, READ THE SECTION BELOW ENTITLED “NOTICE TO PERSONS OR ENTITIES HOLDING RECORD OWNERSHIP ON BEHALF OF OTHERS.”

**IF YOU PREVIOUSLY SUBMITTED A TIMELY PROOF OF CLAIM AND RELEASE FORM (“PROOF OF CLAIM”) IN CONNECTION WITH THE SETTLEMENT OF THE CLAIMS AGAINST THE FORMER INDIVIDUAL DEFENDANTS IN THIS ACTION, AND YOU WISH TO PARTICIPATE IN THIS SETTLEMENT, YOU DO NOT NEED TO SUBMIT AN ADDITIONAL PROOF OF CLAIM.**

**IF YOU HAVE NOT PREVIOUSLY SUBMITTED A PROOF OF CLAIM, TO CLAIM YOUR SHARE OF THE SETTLEMENT FUND, YOU MUST SUBMIT A VALID PROOF OF CLAIM POSTMARKED ON OR BEFORE JUNE 20, 2018.**

**PURPOSE OF THIS NOTICE**

The purpose of this Notice is to inform you of the proposed settlement (the “Settlement”) of the remaining claims in above-captioned lawsuit (the “Action”) pending in the Superior Court of New Jersey, Law Division, Camden County (the “Court”), which challenges a transaction pursuant to which Metrologic was acquired by a group of investors in December 2006 for \$18.50 in cash for each share of Metrologic common stock (the “Merger”).

Plaintiffs Robert Savarese and David Wilkenfeld (collectively, “Plaintiffs”), on their own behalf and on behalf of all members of the Class, have agreed to dismiss with prejudice their claims against Elliott Associates, L.P. and Elliott International, L.P. (collectively, “Elliott”), which relate to the Merger.

In consideration of the proposed Settlement, Elliott has agreed to cause the sum of \$9,750,000.00 (the “Settlement Amount”) to be paid for benefit of the Class.

This Notice also informs you of your right to participate in a hearing to be held on April 6, 2018, at 9:00 a.m., in the Camden County Hall of Justice, 101 South 5th Street, 5th Floor, Courtroom 51, Camden, New Jersey 08103 (the “Settlement Hearing”) to:

- Determine whether a Stipulation and Agreement of Compromise and Settlement dated, October 23, 2017 (the “Settlement Agreement” or the “Stipulation” (available at [www.abdataclassaction.com/cases/](http://www.abdataclassaction.com/cases/)), and the terms and conditions of the Settlement proposed in the Stipulation, are fair, reasonable and adequate to the members of the Class and should be approved by the Court;
- Hear and rule on any objections to the Settlement;
- Determine whether the Order and Final Judgment should be entered dismissing the Action and Released Claims with prejudice as against Plaintiffs and the Class, releasing and discharging with respect to Plaintiffs and all Class Members the Released Claims against the Released Parties, and permanently barring and enjoining prosecution of any and all Released Claims in any forum;
- Consider the application of Plaintiffs’ counsel for an award of attorneys’ fees and reimbursement of expenses, and any objections thereto;
- Consider whether to award to each of the named Plaintiffs, David Wilkenfeld and Robert Savarese, ten thousand dollars (\$10,000.00) to compensate Plaintiffs for lost business and/or wages, time and out-of-pocket expenses, in connection with the prosecution of the Action on behalf of the Class.
- Rule on other such matters as the Court may deem appropriate.

Finally, this Notice informs you of your right, if you are eligible, to participate in the proposed Settlement. The Notice also informs you of your right to seek exclusion from the Class and the proposed Settlement, including the procedure for doing so.

### **DEFINITIONS**

For purposes of the Settlement:

1. "Account" means an account at PNC Bank, NA, with Class Counsel (defined herein) as escrow agent, which is to be maintained by the Paying Agent (defined herein) and into which the Settlement Amount shall be deposited. The funds deposited into the Account shall be invested in instruments backed by the full faith and credit of the United States Government or an agency thereof, or if the yield on such instruments is negative, in an account fully insured by the United States Government or an agency thereof.

2. "Administrative Costs" means all costs and expenses associated with providing notice of the Settlement to the Class or otherwise administering or carrying out the terms of the Settlement.

3. "Class" means all holders of the common stock of Metrologic who were required to relinquish their Metrologic shares for \$18.50 per share upon consummation of the merger between Metrologic and Meteor Merger Corporation on or about December 21, 2006. Excluded from the Class are Elliott, the former Individual Defendants, Francisco, and Honeywell, as well as any person, firm, trust, corporation, or other entity related to or affiliated with Elliott or any former defendant, including Francisco, or (other than employees of such entities who were not directors or officers during the period from September 12, 2006 through and including December 21, 2006 (the "Class Period")), as well as any member of the Class that timely seeks exclusion from the Class pursuant to New Jersey Court Rule 4:32.

4. "Class Counsel" means Rigrodsky & Long, P.A. and Schnader Harrison Segal & Lewis LLP.

5. "Class Member" or "Class Members" mean a member or members of the Class.

6. "Effective Date" means the first business day following the date on which all of the conditions set forth in Paragraph E.1 hereof shall have occurred.

7. "Fee and Expense Award" means an award to Class Counsel, on behalf of all counsel for Plaintiffs, of fees and expenses to be paid from the Settlement Amount (defined herein) approved by the Court in accordance with this Stipulation and in full satisfaction of any and all claims for attorneys' fees that have been, could be, or could have been asserted by Plaintiffs' counsel or any other counsel for any member of the Class.

8. "Final," when referring to the Order and Final Judgment, means that the Order and Final Judgment has been entered by the Court and one of the following has occurred: (i) the time for the filing or noticing of any motion for reconsideration, appeal, or other review of the Order and Final Judgment by the courts of New Jersey has expired without any such filing or notice, or (ii) the Order and Final Judgment has been affirmed in all material respects on an appeal or after reconsideration or other review and is no longer subject to review upon appeal, reconsideration, or other review, and the time for any petition for reconsideration, reargument, appeal, or review of the Order and Final Judgment or any order affirming the Order and Final Judgment has expired; provided, however, that any disputes or appeals relating solely to the amount, payment, or allocation of attorneys' fees and expenses shall have no effect on finality for purposes of determining the date on which the Order and Final Judgment became final, and shall not otherwise prevent, limit, or otherwise affect the Order and Final Judgment or prevent, limit, delay, or hinder the Order and Final Judgment's becoming final.

9. "Final Approval of the Fee Application" shall be deemed to occur on the first business day following the date any award of attorneys' fees and expenses in connection with the Fee Application (defined herein) becomes final and no longer subject to further appeal or review by the courts of New Jersey, whether by affirmance on or exhaustion of any possible appeal or review, lapse of time, or otherwise.

10. "Net Settlement Amount" means the Settlement Amount as defined herein less any Fee and Expense Award, Plaintiff Awards (defined below) and Administrative Costs.

11. "Order and Final Judgment" means the Order and Final Judgment to be entered in the Action substantially in the form attached to the Stipulation as Exhibit D or as modified by the Court with the written consent of the Parties or as modified by agreement of the Parties in writing.

12. "Parties" means Plaintiffs and Elliott.

13. "Person" means any individual, corporation, partnership, limited liability company, association, affiliate, joint stock company, estate, trust, unincorporated association, entity, government and any political subdivision thereof, or any other type of business or legal entity.

14. "Plaintiff Awards" means an award to each of the named Plaintiffs, David Wilkenfeld and Robert Savarese, of ten thousand dollars (\$10,000.00), or such amount approved by the Court, to compensate Plaintiffs for lost business and/or wages, time and out-of-pocket expenses, in connection with the prosecution of the Action on behalf of the Class to be paid from the Settlement Amount (defined herein) and approved by the Court in accordance with this Stipulation, excluding any *pro rata* share of the Settlement Amount payable to Plaintiffs as members of the Class.

15. "Released Claims" means any and all manner of claims, demands, rights, liabilities, losses, obligations, duties, damages, costs, debts, expenses, interest, penalties, sanctions, fees, attorneys' fees, actions, potential actions, causes of action, suits, agreements, judgments, decrees, matters, issues and controversies of any kind, nature or description whatsoever, whether known or unknown, disclosed or undisclosed, accrued or unaccrued, apparent or not apparent, foreseen or unforeseen, matured or not matured, suspected or

unsuspected, liquidated or not liquidated, fixed or contingent, including Unknown Claims (defined below), that Plaintiffs or any or all other Class Members ever had, now have, or may have, whether direct, derivative, individual, class, representative, legal, equitable, or of any other type, or in any other capacity, against any of the Released Parties (defined below), whether based on state, local, foreign, federal, statutory, regulatory, common or other law or rule (including, but not limited to, any claims under federal securities laws, including such claims within the exclusive jurisdiction of the federal courts, or state disclosure law or any claims that could be asserted derivatively on behalf of Metrologic), which, now or hereafter, are based upon, arise out of, relate in any way to, or involve, directly or indirectly, (i) the Merger, (ii) any deliberations or negotiations in connection with the Merger, (iii) the consideration received by Class Members or by any other Person in connection with the Merger, (iv) the Preliminary Proxy Statement, and amendments thereto, or the Definitive Proxy Statement or any other disclosures, public filings, periodic reports, press releases, proxy statements, or other statements issued, made available or filed relating, directly or indirectly, to the Merger, (v) the fiduciary duties and obligations of the Released Parties in connection with the Merger, (vi) any of the allegations in any complaint or amendment(s) thereto filed in the Action, or (vii) any other actions, transactions, occurrences, statements, representations, misrepresentations, omissions, allegations, facts, practices, events, claims or any other matters, things or causes whatsoever, or any series thereof, that were, could have been, or in the future can or might be alleged, asserted, set forth, claimed, embraced, involved, or referred to in, or otherwise related, directly or indirectly, in any way to, the Action or the subject matter of the Action.

16. Regardless of whether any or all of the following Persons were named, served with process or appeared in the Action, “Released Parties” means (i) Elliott, (ii) any Person which is, was, or will be related to or affiliated with Elliott or in which Elliott has, had, or will have a controlling interest, and (iii) each and all of the foregoing’s respective past, present, or future family members, spouses, heirs, trusts, trustees, executors, estates, administrators, beneficiaries, distributees, foundations, agents, employees, fiduciaries, general or limited partners or partnerships, joint ventures, member firms, limited liability companies, corporations, parents, subsidiaries, divisions, affiliates, associated entities, investment funds, managed accounts, stockholders, principals, officers, managers, directors, managing directors, members, managing members, managing agents, predecessors, predecessors-in-interest, successors, successors-in-interest, assigns, financial or investment advisors, advisors, consultants, investment bankers, entities providing any fairness opinion, underwriters, brokers, dealers, lenders, commercial bankers, attorneys, personal or legal representatives, accountants, insurers, co-insurers, reinsurers, and associates.

17. “Settlement” means the settlement of the Action between and among Plaintiffs, on behalf of themselves and the Class, and Elliott, as set forth in this Stipulation.

18. “Settlement Amount” means the agreed to payment to resolve the claims against the Elliott in the amount of nine million, seven hundred fifty thousand dollars and zero cents in cash (\$9,750,000.00).

19. “Settlement Hearing” means the hearing to be held by the Court to determine whether the proposed Settlement should be approved as fair, reasonable and adequate to the Class, whether Plaintiffs and Class Counsel have adequately represented the Class, whether all Released Claims should be dismissed with prejudice, whether an Order and Final Judgment approving the Settlement should be entered, and whether and in what amount any award of attorneys’ fees and reimbursement of expenses should be paid to Plaintiffs’ counsel out of the Settlement Amount.

20. “Settlement Payment Recipients” means all Class Members who were beneficial holders of Metrologic common stock at the time of the consummation of the Merger on December 21, 2006 (the “Closing”), and who received consideration for shares of Metrologic common stock in the Merger, and who submitted a valid claim form in the form attached to the Stipulation as Exhibit C (the “Proof of Claim”) to the Paying Agent.

### **BACKGROUND OF THE LAWSUIT**

THE DESCRIPTION OF THE ACTION AND SETTLEMENT THAT FOLLOWS HAS BEEN PREPARED BY COUNSEL FOR THE PARTIES. THE COURT HAS MADE NO FINDINGS WITH RESPECT TO SUCH MATTERS, AND THIS NOTICE IS NOT AN EXPRESSION OR STATEMENT BY THE COURT OF FINDINGS OF FACT. CLASS MEMBERS WHO WISH TO OBTAIN MORE SPECIFIC INFORMATION REGARDING THE ACTION SHOULD CONSULT THE SOURCES DISCUSSED BELOW.

1. On September 12, 2006, Francisco and Metrologic announced that they had entered into a definitive agreement (the “Merger Agreement”) pursuant to which Metrologic would be acquired for cash by a group of investors (the “Merger”). Under the terms of the Merger Agreement, Metrologic shareholders were to receive \$18.50 in cash for each share of Metrologic common stock, an aggregate price of approximately \$370 million (the “Merger”). The Merger was negotiated by a special committee of Metrologic’s directors who were advised by their own financial and legal advisors and was unanimously approved by the Company’s Board of Directors (the “Board”).

2. By September 30, 2006, four lawsuits had been filed in the Superior Court of New Jersey. Each lawsuit alleged that the directors of Metrologic breached their fiduciary duties to the Metrologic shareholders by agreeing to an inadequate share price, as well as claims against Elliott for breach of fiduciary duty and/or aiding and abetting the alleged breach by the former Individual Defendants<sup>1</sup>, and against Francisco for aiding and abetting the alleged breach by the former Individual Defendants.

3. On October 5, 2006, Metrologic filed a Schedule 14A Preliminary Proxy Statement (the “Preliminary Proxy Statement”) with the Securities and Exchange Commission (the “SEC”).

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<sup>1</sup> The former Individual Defendants are Harry Knowles, Janet Knowles and former Metrologic directors Richard C. Close, John H. Mathias, Stanton L. Meltzer, Hsu Jau Nan, and William Rulon-Miller.

4. On October 31, 2006, Plaintiffs filed an Amended Class Action Complaint (the “Amended Complaint”) that contained substantially similar claims for breach of fiduciary duty and/or aiding and abetting against Defendants as contained in the four original complaints. Plaintiffs further alleged that the Preliminary Proxy Statement issued by Metrologic was materially misleading and failed to disclose material financial information and information necessary to prevent the statements contained in the Preliminary Proxy Statement from being misleading.

5. On November 29, 2006, Metrologic filed a Definitive Proxy Statement that contained certain additional disclosures made by the Company (the “Definitive Proxy Statement”) with the SEC.

6. On December 1, 2006, the Superior Court of New Jersey issued an Order consolidating the four lawsuits under Docket No. L-6430-06 and making the Amended Complaint the operative complaint for the consolidated actions (as previously defined, the “Action”).

7. On December 8, 2006, plaintiff Joel Gerber filed a complaint in the United States District Court for the District of Delaware that contained the same claims as contained in the Amended Complaint (the “Federal Action”). On December 14, 2006, the District Court in Delaware granted the defendants’ motion to transfer venue and ordered transfer of the Federal Action to the District Court for the District of New Jersey.

8. On December 18, 2006, plaintiffs in the Federal Action filed a Motion for Temporary Restraining Order seeking to enjoin the consummation of the Merger.

9. On December 19, 2006, the court in the Federal Action held a hearing regarding the Motion for Temporary Restraining Order. At the conclusion of the hearing, the court denied the motion, and entered an order to that effect later that day.

10. On December 20, 2006, Metrologic held a special meeting of its stockholders at which the shareholders voted to approve the Merger, and on December 21, 2006, the Merger was consummated.

11. On January 17, 2007, pursuant to Stipulation, the District Court for the District of New Jersey dismissed the Federal Action without prejudice.

12. On January 8, 2008, Plaintiffs filed a Motion to Compel Depositions and Extend Discovery in the Action. Plaintiffs claimed to need discovery to pursue their claim that the Metrologic directors allegedly breached their fiduciary duties by agreeing to an unfair and inadequate price for the Metrologic shares. On January 24, 2008, Metrologic, the former Individual Defendants, Francisco and Elliott (collectively, “Defendants”) filed an Opposition to Plaintiffs’ Motion to Compel Depositions and Extend Discovery and a Cross-Motion for Protective Order and Request for Case Management Conference. On January 28, 2008, Plaintiffs filed a Reply in Support of Motion to Compel Depositions and for Extension of Discovery and in opposition to Defendants’ Cross-Motion for Protective Order.

13. On May 29, 2008, the Court entered a Scheduling Order.

14. On June 30, 2008, Defendants filed their Motion to Enforce Settlement Agreement, which, after the motion was fully briefed and a hearing on the motion was held, was denied by the Court

15. On November 18, 2008, pursuant to an Order entered by the Court on October 21, 2008, Plaintiffs filed a Consolidated Class Action Complaint (the “Consolidated Complaint”).

16. On December 8, 2008, Defendant Metrologic filed its Motion to Dismiss the Consolidated Complaint.

17. On December 22, 2008, Defendants Harry and Janet Knowles, Elliott, and FP filed their Motions to Dismiss the Consolidated Complaint.

18. On December 23, 2008, Defendants Close, Matthias, Meltzer, Nan, and Rulon-Miler filed their Answer and Affirmative Defenses.

19. On April 13, 2009, after the Motions to Dismiss the Consolidated Complaint were fully briefed, a hearing was held on those motions, at the conclusion of which, the Court granted the motions to dismiss of Janet Knowles and Metrologic but denied the motions of the other movants. An Order to that effect was entered on April 17, 2009.

20. On May 14, 2009, Elliott and FP made a motion in the Appellate Division for Leave to File Interlocutory Appeal, which was denied on June 12, 2009;

21. Subsequently, discovery by and among the Parties ensued, including discovery from third parties, which discovery including fifteen depositions and the review of hundreds of thousands of pages of documents, and drafting and responding to multiple sets of interrogatories.

22. On January 29, 2010, the remaining Defendants filed a Motion *in limine*, seeking to exclude at the time of trial all evidence of the April 28, 2008 acquisition of the Company by Honeywell International (“Honeywell”) for \$720 million (the “Honeywell Motion”).

23. Plaintiffs opposed the Honeywell Motion, which Motion Plaintiffs, Elliott and the Defendants fully briefed.

24. On December 1, 2009, Plaintiffs filed their Motion for Class Certification. After class discovery, full briefing, and a hearing on June 11, 2010, on July 15, 2010, the Court entered an Order Granting Class Certification, which certified a Class under New Jersey Rule 4:32-1 to include: “All holders of the common stock of Metrologic who were required to relinquish their Metrologic shares for \$18.50 per share upon consummation of the merger between Metrologic and Meteor Merger Corporation on or about December 21, 2006.”

25. On September 10, 2010, after hearing argument, the Court entered an Order granting the Honeywell Motion, and by which it

ordered that any and all evidence referring or relating to and/or arising out of the Honeywell transaction was irrelevant and inadmissible at the trial of the Action.

26. On September 20, 2010, Plaintiffs filed a Motion for Reconsideration with respect to the Court's September 10, 2010 Order granting the Honeywell Motion (the "Reconsideration Motion"), which Motion Plaintiffs and Defendants fully briefed and argued before the Court.

27. On October 29, 2010, the Court entered an Order denying the Reconsideration Motion.

28. On November 24, 2010, Plaintiffs subsequently filed an application seeking leave to file an Interlocutory Appeal with respect to the denial of the Reconsideration Motion, which application the Superior Court of New Jersey, Appellate Division, denied without argument in an Order dated December 21, 2010.

29. After the conclusion of discovery in the Action, Defendants filed motions for Summary Judgment. In addition, Plaintiffs filed a Motion *in limine* relating to Defendants' reliance on the Definitive Proxy Statement as evidence in connection with its Motion for Summary Judgment. Plaintiffs and Defendants fully briefed these motions.

30. On January 4, 2013, Plaintiffs and Defendants took part in a mediation before Vice Chancellor J. Travis Laster of the Delaware Court of Chancery in an attempt to potentially resolve the claims asserted in the Action (the "Mediation"), which Mediation did not result in any settlement.

31. On April 1, 2013, the Court issued a decision regarding the Motions for Summary Judgment and Plaintiffs' then-pending Motion *in limine* (the "Decision"). By the Decision, the Court granted summary judgment dismissing with prejudice all claims against Elliott and Francisco and denied summary judgment as to the former Individual Defendants. The Court, after permitting supplemental submissions, denied Plaintiffs' Motion *in limine* as moot.

32. On May 1, 2013, the Court entered an Order granting the motions for summary judgment made by Elliott and Francisco and denying the motions for summary judgment made by the Individual Defendants in accordance with the Decision.

33. Following the issuance of the Decision, the former Individual Defendants and Plaintiffs began discussions regarding a potential resolution of the claims asserted against the Individual Defendants in the Action.

34. On May 10, 2013, Plaintiffs and the former Individual Defendants reached an agreement in principle to settle the Action and resolve Plaintiffs' claims against the former Individual Defendants on the basis that the former Individual Defendants would cause the insurance companies holding the "directors and officers" insurance policies covering Metrologic's indemnification obligations pursuant to claims made against the former Individual Defendants (the "Insurers") to pay \$11,950,000, to be distributed to the Class (as defined above) net of Class Counsel's fees and expenses (as approved by the Court), and the costs of notice and administration of the Settlement (the "Partial Settlement").

35. On or around May 15, 2013, counsel for Plaintiffs and the former Individual Defendants informed the Court of the agreement in principle to settle the claims against the former Individual Defendants, and requested adjournment of the upcoming deadlines and trial dates.

36. The former Individual Defendants acknowledged that negotiations with Plaintiffs' counsel were the primary cause of the former Individual Defendants' agreement to cause the Insurers to make the settlement payment pursuant to the Partial Settlement.

37. On October 2, 2013, the Court entered a Scheduling Order on Approval of Class Action Settlement and Class Certification which set the date for the Final Approval Hearing at December 16, 2013 at 2:00 p.m.; approved the form of the Notice of Pendency of Class Action and Class Certification, Proposed Settlement of Class Action, and Settlement Hearing (the "Initial Notice"); approved the form of the proof of claim; approved mailing of the Initial Notice and proof of claim by United States first class mail at least forty-five (45) days prior to final approval hearing to members of the Class as meeting the requirements of Rule 4:32-2 and due process; set the deadlines for filing of papers in support of final approval of the Partial Settlement, as well as objections to the Partial Settlement or the award of attorneys' fees and the reimbursement of expenses; and granted the right to appear at the final approval hearing to any Class member filing a timely objection.

38. On December 16, 2013, the Court conducted a hearing regarding final approval of the Partial Settlement and, there being no objections filed by any member of the Class, this Court entered an Order and Final Judgment, dated December 16, 2013, approving the Partial Settlement, awarding attorneys' fees and the reimbursement of expenses to Plaintiffs' counsel, approving the plan of allocation, granting the former Individual Defendants a release of all claims relating to the Action, dismissing the Action with respect to the former Individual Defendants, and specifically preserving Plaintiffs' claims and rights with respect to Elliott, Francisco and appellate rights with regard to the Honeywell Motion.

39. On January 29, 2014, Plaintiffs filed a timely Notice of Appeal to the Superior Court of New Jersey, Appellate Division (the "Appellate Division") from the Court's Orders dated September 10, 2010 (granting the Honeywell Motion), and May 1, 2013 (granting the motions for summary judgment made by Elliott and Francisco) (the "Appeal").

40. Following full briefing by Plaintiffs, Francisco and Elliott, argument on the Appeal was held before the Appellate Division on February 22, 2016.

41. On February 10, 2017, the Appellate Division issued an opinion by which it reversed the grant of summary judgment to Elliott and remanded the Action to this Court for trial, affirmed the grant of summary judgment to Francisco, and affirmed the grant of the

Honeywell Motion.

42. On February 24, 2017, Elliott filed a Notice of Petition for Certification from the judgment of the Appellate Division with the Supreme Court of New Jersey, which was fully briefed by Elliott and Plaintiffs.

43. On March 2, 2017, Elliott filed a motion to stay the proceedings pending a decision on its petition for certiorari to the Supreme Court of New Jersey, which was fully briefed by Elliott and Plaintiffs.

44. On March 24, 2017, the Appellate Division denied Elliott's motion to stay the proceedings.

45. On March 27, 2017, Plaintiffs and Elliott attended a Case Management Conference before this Court during which the Court set out a schedule for Elliott's renewed motion for summary judgment and motion to reopen discovery, as well as all other pre-trial proceedings.

46. On May 10, 2017, the New Jersey Supreme Court denied Elliott's petition for certification from the judgment of the Appellate Division.

47. On April 17, 2017, Elliott filed its Renewed Motion for Summary Judgment and, on May 10, 2017, Elliott filed its Motion to Reopen Discovery. Plaintiffs and Elliott fully briefed the motions.

48. On June 9, 2017, Elliott and Plaintiffs appeared before the Court for argument on Elliott's Renewed Motion for Summary Judgment and its Motion to Reopen Discovery. At that hearing, Elliott and Plaintiffs agreed to engage with mediation before the Court.

49. On June 28, 2017, Plaintiffs and Elliott provided the Court with confidential *ex parte* mediation briefs and, on June 30, 2017, participated in a mediation session with the Court, which ended with no resolution of the Action.

50. Counsel for Plaintiffs and Elliott continued to engage in settlement negotiations after the conclusion of the June 30, 2017 mediation session while preparing for trial.

51. On or about August 3, 2017, Plaintiffs and Elliott agreed, in principle, to settle, compromise and release all outstanding claims in the Action against Elliott through the creation of a \$9,750,000.00 cash settlement fund for the benefit of the Class members (the "Settlement").

52. Elliott has denied, and continues to deny, all allegations of wrongdoing, fault, liability, or damage with respect to all claims asserted in the Action and the Federal Action, including denying that it owes any fiduciary duty to the Metrologic shareholders, denying it has breached any fiduciary duty owed to the Metrologic shareholders, denying that it has committed any violations of law, denying that it has acted improperly in any way, and denying that it has any liability or owes any damages of any kind to Plaintiffs and/or the Class, but is entering into this Stipulation solely because it considers it desirable that the Action be settled and dismissed with prejudice in order to, among other things, (i) eliminate the uncertainty, burden, inconvenience, expense, and distraction of further litigation, and (ii) finally put to rest and terminate all the claims that were or could have been asserted by Plaintiffs or any other member of the Class against Elliott in the Action, or in any other action, in any court or tribunal, relating to the Merger.

53. By entering into this Stipulation, Plaintiffs do not admit to the lack of merit of any claims asserted in the Action, and in negotiating and evaluating the terms of this Stipulation, Plaintiffs' counsel considered the legal and factual defenses to Plaintiffs' claims that Elliott raised and might have raised throughout the pendency of the Action. In addition, Plaintiffs considered the benefits to be provided to the Class through the Settlement. Based upon their evaluation, Plaintiffs and Plaintiffs' counsel have determined that the Settlement set forth in this Stipulation is fair, reasonable and adequate to Plaintiffs and the Class, and that it confers substantial financial benefits upon the Class.

54. The Parties recognize the time and expense that would be incurred by further litigation and the uncertainties inherent in such litigation.

55. The Settlement of the Action on the terms and conditions set forth herein includes, but is not limited to, dismissal with prejudice and a release of all claims that were or could have been asserted against Elliott in the Action.

56. The Court has not finally determined the merits of the claims made by Plaintiffs against, or the defenses of, the Defendants. This Notice does not imply that there has been or would be any finding of violation of the law or that relief in any form or recovery in any amount could be had if the Action was not settled.

### **THE SETTLEMENT TERMS**

1. The Settlement of the Action has been reached among Plaintiffs, acting in their individual capacities and as representatives of the Class, and Elliott. The terms and conditions of the Settlement are set forth in detail in the Stipulation, which has been filed with the Court. The Settlement is subject to and becomes effective only upon approval by the Court. This Notice only includes a summary of various terms of the Settlement, and does not purport to be a comprehensive description of its terms, which are available for review as described below.

2. The Stipulation provides, among other things, that the Settlement Payment has been agreed to and provided in consideration for the full and final settlement and dismissal with prejudice of the Action and the release of any and all Released Claims, and neither Elliott nor other Released Party shall have any obligation to pay or bear any additional amounts, expenses, costs, damages, or fees to or for the benefit of Plaintiffs or any Class Member in connection with the Settlement, including but not limited to attorneys' fees and expenses for any counsel to any Class Member, or any costs of notice or settlement administration or otherwise.

3. If the Court approves the Settlement, each of the following will occur:

a. As of the Effective Date, the Action and the Released Claims will be dismissed with prejudice, on the merits and without costs as to Elliott, except as provided in the Stipulation.

b. As of the Effective Date, Plaintiffs and all Class Members, on behalf of themselves, and any and all of their respective successors-in-interest, successors, predecessors-in-interest, predecessors, representatives, trustees, executors, administrators, estates, 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, agree to release and forever discharge, and by operation of the Order and Final Judgment shall release and forever discharge, all Released Claims as against all Released Parties.

c. As of the Effective Date, Elliott and all Released Parties agree to fully, completely, finally, and forever release, relinquish and discharge Plaintiffs and Plaintiffs' counsel from all claims, including Unknown Claims, arising out of or relating to the institution, prosecution, settlement, or resolution of the Action as to Elliott (provided, however, that this release, relinquishment and discharge shall not include claims by the Parties hereto to enforce the terms of the Settlement or Settlement Agreement).

d. As of the Effective Date, Plaintiffs, individually and on behalf of the Class, including any and all respective successors-in-interest, predecessors, trustees, executors, administrators, heirs, assigns or transferees, immediate and remote, and any person acting for or on behalf of, or claiming under any of them, and each of them, shall be deemed to have, and by operation of the Judgment shall have, fully, finally, and forever released, relinquished and discharged, each and every of the Released Parties from each and every of the Released Claims including from all claims based upon or arising out of the settlement or resolution of the Action or the Released Claims; provided, however, that the Plaintiffs shall retain the right to enforce the terms of the Settlement Agreement.

e. As of the Effective Date, Plaintiffs and all Class Members, and any and all of their respective successors-in-interest, successors, predecessors-in-interest, predecessors, representatives, trustees, executors, administrators, estates, 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, will be forever barred and enjoined from commencing, instituting, maintaining, prosecuting or asserting, either directly or in any other capacity, in any forum, any Released Claims against any of the Released Parties.

f. The Settlement Payment shall be paid as specified below:

i. Within fifteen (15) business days after the later of the Court's entry of the Scheduling Order on Approval of Class Action Settlement and Class Certification (the "Scheduling Order") (attached to the Stipulation as Exhibit A), and the date that Class Counsel has provided complete wire transfer information and instructions to Elliott, including the Taxpayer ID number for the payee and a completed IRS Form W-9, \$400,000 of the Settlement Amount (the "Administration Fund") shall be deposited into the Account. The Administration Fund shall be used by Class Counsel or its designees only to pay reasonable and necessary Administrative Costs.

ii. Within ten (10) business days after the Effective Date, the remaining Settlement Amount shall be deposited (net of the \$400,000 Administration Fund advancement provided for above) into the Account, provided that Class Counsel has timely provided complete wire transfer information and instructions to Elliott. The Account shall be administered by a paying agent chosen by Class Counsel (the "Paying Agent") and shall be used (i) to pay any Fee and Expense Award, (ii) to pay Administrative Costs, and (iii) following the payment of the foregoing (i) and (ii), for subsequent disbursement of the Net Settlement Amount to the Settlement Payment Recipients as provided in Paragraph B.1(b) of the Stipulation.

4. Apart from the payment of the Settlement Amount in accordance with Paragraph B.1(a) of the Stipulation, Elliott shall have no further monetary obligation to Plaintiffs, the Class, any Class Member, Class Counsel, or any other Plaintiffs' counsel.

5. Class Counsel shall be solely responsible for determining whether any taxes of any kind are due on income earned by the Account, for filing any necessary tax returns, and for causing any necessary taxes to be paid. Any such taxes, as well as any expenses incurred by Class Counsel in connection with determining the amount of, and paying, such taxes shall be considered Administrative Costs and shall be paid out of the Settlement Amount.

6. As soon as reasonably practicable after the Effective Date, the Net Settlement Amount will be disbursed by the Paying Agent to the Settlement Payment Recipients and will be allocated on a per-share *pro-rata* basis amongst the Settlement Payment Recipients who have submitted to the Paying Agent a valid Proof of Claim by the deadline provided herein based on the number of shares of Metrologic common stock held by the applicable Settlement Payment Recipient upon the Closing (provided that if a Settlement Payment Recipient held shares of Metrologic common stock in registered form and has not submitted a letter of transmittal as of the Effective Date, such payment shall be allocated to such Settlement Payment Recipient but will not be remitted until such Settlement Payment Recipient has submitted his/her letter of transmittal or other satisfactory proof sufficient to determine whether such Class Member is a Settlement Payment Recipient) (the "Initial Distribution"). Elliott shall have no input, responsibility or liability for any claims, payments or determinations by the Paying Agent in respect of Class Member claims for payment under the Settlement. If Plaintiffs and/or the Paying Agent have made reasonable efforts to have Settlement Payment Recipients claim their payments, and the amount of the Net Settlement Amount that remains unclaimed by the Settlement Payment Recipients (the "Unclaimed Amount") exceeds \$100,000 after a period of six (6) months after the Initial Distribution, then the Unclaimed Amount will be re-disbursed by the Paying Agent for payment to all Settlement Payment Recipients, who claimed their payments in the Initial Distribution, on a *pro rata* basis. If, however, after a period of six (6) months after the Initial Distribution, the amount of the Unclaimed Amount is equal to or less than \$100,000, or if any of the Unclaimed Amount remains unclaimed after the re-disbursement described in the preceding sentence, then any such unclaimed amount of the Net Settlement Amount shall be donated to non-denominational 501(c)(3) charities chosen by Class Counsel and approved by the Court.

7. Plaintiffs or their designee shall pay out of the Account any and all costs associated with the allocation and distribution of the Net Settlement Amount (including the costs of any re-distribution of the Net Settlement Amount and the costs associated with any charitable donation).

8. Other than as provided in the Stipulation, Elliott and the Released Parties shall have no involvement in, responsibility for, or liability relating to the distribution of the Net Settlement Payment to Class Members. No Class Member shall have any claim against any Plaintiff, Plaintiffs' counsel, Elliott, any former Defendant, any of the Released Parties, or any of their counsel or insurers based on the distributions made substantially in accordance with the Stipulation and/or orders of the Court.

#### **PROOF OF CLAIM**

9. Only Class Members who were beneficial holders of Metrologic common stock at the time of the consummation of the Merger on December 21, 2006 (as previously defined, the "Closing"), and who received consideration for shares of Metrologic common stock in the Merger, are eligible to participate in the distribution of the Net Settlement Amount.

10. Any Class Member who satisfies these criteria, who wishes to participate in the distribution of the Net Settlement Amount and has not previously submitted a timely Proof of Claim in connection with the settlement of claims against the former Individual Defendants, shall submit to the Paying Agent a completed Proof of Claim in the form that is being provided with this Notice no later than June 20, 2018. Any Proof of Claim submitted to the Paying Agent after such date may be rejected as untimely.

11. Any Class Member who has previously submitted a timely Proof of Claim in connection with the settlement of claims against the former Individual Defendants in this Action does not need to submit a new Proof of Claim to participate in the distribution of the Net Settlement Amount.

12. The Settlement and any Order and Final Judgment entered by the Court, including the releases described herein, shall be binding on all Class Members even if (i) they are ineligible to submit a Proof of Claim because they sold their shares prior to the Closing, or (ii) they fail to submit a valid and timely Proof of Claim.

#### **DISMISSAL AND RELEASE**

13. It is the intent of the Parties to the Action that the proposed Settlement, if the Court approves it, shall extinguish for all time completely, fully, finally and shall forever compromise, settle, release, discharge, extinguish and dismiss on the merits and with prejudice, upon and subject to the terms and conditions set forth in the Stipulation, all rights, claims and causes of action that are or relate to the Released Claims against any of the Released Parties and that each of the Released Parties shall, on behalf of the Class, be deemed to be released and forever discharged from all of the Released Claims.

#### **PROCEDURE**

14. If either (a) the Court does not enter the Order and Final Judgment, (b) the Court enters the Order and Final Judgment but on or following appellate review the Order and Final Judgment is modified or reversed in any material respect, or (c) any of the other conditions of Paragraph E.1 of the Stipulation is not satisfied, the Stipulation shall be cancelled and terminated unless counsel for each of the Parties to the Stipulation, within ten (10) business days from receipt of such ruling or notice of such event, agrees in writing with counsel for the other Parties to proceed with the Stipulation and Settlement, including only with such modifications, if any, as to which all other Parties in their sole judgment and discretion may agree in writing. For purposes of this paragraph, an intent to proceed shall not be valid unless it is expressed in a signed writing. Neither a modification nor a reversal on appeal of the amount of fees, costs, and expenses awarded by the Court to Plaintiffs' counsel in the Action, nor modification nor a reversal on appeal of any Plaintiff Award shall be deemed a material modification of the Order and Final Judgment or the Stipulation. Notwithstanding any other provision in the Stipulation, Elliott shall have the right to withdraw from the Settlement in the event that any claim related to the subject matter of the Action, the Merger, or the Released Claims is commenced or prosecuted against any of the Released Parties in any court prior to the Effective Date, and (following a motion by any former Defendant and subject to the Parties' obligations in Paragraph G.1 of the Stipulation) any such claim is not dismissed with prejudice or stayed in contemplation of dismissal with prejudice following the Effective Date.

15. If the Stipulation is terminated pursuant to the preceding paragraph, (a) Plaintiffs shall within ten (10) business days cause to be refunded to the Insurer(s) designated by the Settling Defendants all amounts held in the Account as of the date of termination (*i.e.*, the Administration Fund, plus any interest earned thereon and less any reasonable and necessary Administrative Costs incurred prior to such date), and (b) all of the Parties to the Stipulation shall be deemed to have reverted to their respective litigation status immediately prior to the execution of the Stipulation, and they shall proceed in all respects as if the Stipulation had not been executed (except for Paragraphs H.1, H.2, I.6, and I.7 thereof, which shall survive the occurrence of any such event) and the related orders had not been entered, and in that event all of their respective claims and defenses as to any issue in the Action shall be preserved without prejudice in any way. Furthermore, in the event of such termination, Plaintiffs and Plaintiffs' counsel agree that neither the Stipulation, nor any statements made in connection with the negotiation of the Stipulation, may be used or entitle any Party to recover any fees, costs or expenses incurred in connection with the Action or in connection with any other litigation or judicial proceeding.

16. If the Court approves the Settlement, the Action and the Released Claims will be dismissed on the merits with respect to all Released Parties and with prejudice against Plaintiffs and all Class Members. Such release and dismissal will bar the institution or prosecution by any of the Plaintiffs or any Class Member of any other action asserting any Released Claim against any of the Released Parties.

17. In the event that the Stipulation is terminated pursuant to its terms or is not approved in all material respects by the Court, Settling Defendants withdraw from the Settlement pursuant to the terms of the Stipulation, the Effective Date does not occur, the proposed Settlement



otherwise does not become final for any reason, or any judgment or order entered pursuant to the Stipulation is reversed, vacated, or modified in any material respect by the Court or any other court, no reference to the Stipulation or any documents related thereto shall be made by the Parties for any purpose, except as expressly authorized by the terms of the Stipulation.

### **RELEASE OF UNKNOWN CLAIMS**

18. The releases contemplated in the Settlement and Stipulation extend to Unknown Claims, as defined in the following paragraph.

19. "Unknown Claims" means any claim that any Plaintiff or any other Class Member does not know or suspect exists in his, her or its favor at the time of the release of the Released Claims as against the Released Parties, including without limitation those which, if known, might have affected the decision to enter into the Settlement or to object or to not object to the Settlement. With respect to any of the Released Claims, the Parties stipulate and agree that upon the occurrence of the Effective Date, Plaintiffs shall have, and each Class Member shall be deemed to have, and by operation of the Order and Final Judgment shall have, expressly waived, relinquished and released any and all provisions, rights and benefits conferred by or under Cal. Civ. Code § 1542 or any law of the United States or any State of the United States or territory of the United States, or principle of common law, which is similar, comparable or equivalent to Cal. Civ. Code § 1542, 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.

20. Plaintiffs acknowledge, and the Class Members by operation of law shall be deemed to have acknowledged, that they may discover facts in addition to or different from those now known or believed to be true with respect to the Released Claims, but that it is the intention of Plaintiffs, and by operation of law the Class Members, to completely, fully, finally and forever extinguish any and all Released Claims, known or unknown, suspected or unsuspected, which now exist, or heretofore existed, or may hereafter exist, and without regard to the subsequent discovery of additional or different facts. Plaintiffs acknowledge, and the Class Members by operation of law shall be deemed to have acknowledged, that the inclusion of "Unknown Claims" in the definition of "Released Claims" was separately bargained for and was a material element of the Settlement and was relied upon by each and all of the Settling Defendants in entering into the Settlement Agreement.

### **ATTORNEYS' FEES**

21. Plaintiffs' counsel intend to petition the Court for an award of attorneys' fees based upon all relevant factors recognized under the law of New Jersey, which award shall not exceed an aggregate amount of thirty-seven percent ("37%") of the Settlement Amount plus reimbursement of expenses incurred in connection with the Action (the "Fee Application"), which petition will be wholly inclusive of any request for attorneys' fees and expenses on behalf of any Class Member or his, her or its counsel in connection with this Settlement. Elliott agrees not to oppose this request and shall take no position as to the Fee Application. The Parties acknowledge and agree that any attorneys' fees and expenses awarded by the Court in the Action to Plaintiffs' counsel shall be paid solely from the Settlement Payment. The Fee Application shall be the only petition for attorneys' fees and expenses filed by or on behalf of Plaintiffs and Plaintiffs' counsel in connection with this Settlement. The Parties shall cooperate in opposing any other petition for an award of attorneys' fees or reimbursement of expenses in connection with any other litigation concerning the Merger. In the event that the Court awards any attorneys' fees or reimbursement of expenses to counsel for any Class Member other than Class Counsel in connection with the Settlement, such fees and/or expenses shall be paid out of the Settlement Amount and no Defendant shall have any further responsibility therefor.

22. Plaintiffs will petition the Court for Plaintiff Awards of ten thousand dollars (\$10,000.00) to each named Plaintiff, David Wilkenfeld and Robert Savarese, to compensate them for their lost business and/or wages, time and out-of-pocket expenses, in connection with the prosecution of the Action on behalf of the Class.

23. Final approval by the Court of the Fee Application and/or the Plaintiff Awards shall not be a precondition to the Settlement or the dismissal of the Action in accordance with the Settlement and the Stipulation, and the Fee Application may be considered separately from the Settlement. Neither any failure of the Court or any other court (including any appellate court) to approve either the Fee Application and/or the Plaintiff Awards in whole or in part, nor any other reduction, modification, or reversal of the award order or failure of the award order to become final, shall have any impact on the effectiveness of the Settlement, provide any of the Parties with the right to terminate the Settlement or the Stipulation, or affect or delay the binding effect or finality of the Order and Final Judgment and the release of the Released Claims. Notwithstanding any other provision of the Stipulation, no fees or expenses shall be paid to Plaintiffs' counsel, nor awards paid to Plaintiffs in the absence of the occurrence of Final Approval of the Fee Application and/or petition for Plaintiff Awards.

### **CLASS CERTIFICATION**

24. On July 15, 2010, the Court entered an Order Granting Class Certification, which certified a Class under New Jersey Rule 4:32-1.

25. Class Members will be bound by any decision in this Action.

**REPRESENTATION BY COUNSEL AND FURTHER PROCEEDINGS**

26. As a member of the Class, you will be represented by the Class Counsel identified below, and will have no individual liability for attorneys' fees and costs:

RIGRODSKY & LONG, P.A.  
300 Delaware Avenue, Suite 1220  
Wilmington, DE 19801  
Telephone: (302) 295-5310

27. These attorneys will represent you as a part of the Class unless you choose to hire your own attorney. You have the right to hire your own attorney.

**RIGHT TO APPEAR AT SETTLEMENT HEARING**

28. The Court has scheduled a Settlement Hearing which will be held on April 6, 2018 at 9:00 a.m., in the Camden County Hall of Justice, 101 South 5th Street, 5th Floor, Courtroom 51, Camden, New Jersey 08103.

29. Any Class Member who objects to the Stipulation, the Settlement, the class action determination, the Order and Final Judgment to be entered therein, and/or the Fee Application, and/or the petition for Plaintiff Awards, or who otherwise wishes to be heard, may appear in person or through counsel at the Settlement Hearing and present any evidence or argument that may be proper and relevant. To do so, you must, no later than ten (10) calendar days prior to the Settlement Hearing (unless the Court otherwise directs for good cause shown), serve the following documents on the attorneys listed below: (a) a written notice of the intention to appear; (b) proof of membership in the Class, (c) a detailed summary of the objections to any matter before the Court; (d) the grounds therefor or the reasons for wanting to appear and to be heard; and (e) all documents and writings the Court shall be asked to consider. These papers must be served upon the following attorneys by hand delivery, overnight mail, or electronic filing and service:

Rigrodsky & Long, P.A.  
Seth D. Rigrodsky  
Brian D. Long  
300 Delaware Avenue, Suite 1220  
Wilmington, DE 19801

Sills Cummis & Gross P.C.  
Mark S. Olinsky  
Vincent Lodato  
One Riverfront Plaza  
Newark, New Jersey 07102

Quinn Emanuel Urquhart & Sullivan, LLP  
Andrew J. Rossman  
Julia M. Beskin  
51 Madison, Avenue, 22nd Floor  
New York, New York 10010

Kleinberg, Kaplan, Wolff & Cohen, P.C.  
Marc R. Rosen  
Robert M. Tuchman  
551 Fifth Avenue, 18th Floor  
New York, New York 10176

30. You must also contemporaneously deliver a copy to the Clerk of the Superior Court, Camden County, New Jersey, Civil Division Filings, 101 South Fifth Street, Suite 150, Camden, NJ 08103. Even if you do not appear at the Settlement Hearing, the Court will consider your written submission if it is served and filed in accordance with the foregoing procedures. ANY PERSON WHO FAILS TO OBJECT IN THE MANNER PRESCRIBED ABOVE SHALL BE DEEMED TO HAVE WAIVED SUCH OBJECTION AND SHALL FOREVER BE BARRED FROM RAISING SUCH OBJECTION IN THE ACTION OR ANY OTHER ACTION OR PROCEEDING.

**ORDER AND FINAL JUDGMENT OF THE COURT**

31. If the Settlement is approved by the Court, the Parties will promptly request the Court to enter an Order and Final Judgment, which will, among other things:

- a. Approve the Settlement, adjudge the terms of the Settlement to be fair, reasonable, and adequate to the Class, and direct consummation of the Settlement in accordance with the terms and conditions of the Stipulation;
- b. Determine that the requirements of the New Jersey Court Rules and due process have been satisfied in connection with notice to the Class;
- c. Dismiss the Action and the Released Claims with prejudice, said dismissal subject only to compliance by the Parties with the terms of the Stipulation and any Order of the Court concerning the Stipulation;
- d. Release, settle, and discharge the Released Parties from and with respect to all Released Claims;
- f. Permanently bar and enjoin Plaintiffs and all other Class Members, and any and all of their respective successors-in-interest, successors, predecessors-in-interest, predecessors, representatives, trustees, executors, administrators, estates, 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, from commencing, instituting, maintaining, prosecuting or asserting, either directly or in any other capacity, in any forum, any Released Claims against any of the Released Parties;

g. Release, settle, and discharge Plaintiffs and Plaintiffs' counsel from all claims, including Unknown Claims, arising out of or relating to the institution, prosecution, settlement, or resolution of the Action (other than claims by the Parties to the Stipulation to enforce the terms of the Stipulation or Settlement); and

h. Provide that the Order and Final Judgment, including the release of all Released Claims against all Released Parties, shall have *res judicata* and other preclusive effect in all pending and future lawsuits, arbitrations or other proceedings maintained by or on behalf of, any of the Plaintiffs and all other Class Members, as well as any and all of their respective successors-in-interest, successors, predecessors-in-interest, predecessors, representatives, trustees, executors, administrators, estates, 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.

**SCOPE OF THIS NOTICE AND FURTHER INFORMATION**

32. This Notice does not purport to be a comprehensive description of the Action, the allegations or transactions related thereto, the Settlement Payment, the terms of the Stipulation and Settlement, or the Settlement Hearing. For a more detailed statement of the matters involved in this litigation, you may inspect the pleadings, the Stipulation, the Orders entered by the Court, and other papers filed in the Action, unless sealed, at the Clerk of the Superior Court, Camden County, New Jersey, Civil Division Filings, 101 South Fifth Street, Suite 150, Camden, NJ 08103, during regular business hours of each business day. **DO NOT WRITE OR TELEPHONE THE COURT.** Questions regarding the Settlement should be directed to Plaintiffs' counsel as follows:

Rigrodsky & Long, P.A.  
Seth D. Rigrodsky  
Brian D. Long  
Timothy J. MacFall  
300 Delaware Avenue, Suite 1220  
Wilmington, DE 19801  
(302) 295-5310

**NOTICE TO PERSONS OR ENTITIES  
HOLDING RECORD OWNERSHIP ON BEHALF OF OTHERS**

33. Brokerage firms, banks, and other persons or entities who are members of the Class in their capacities as record holders, but not as beneficial holders, are requested to send this Notice promptly to beneficial holders. Additional copies of this Notice for transmittal to beneficial holders are available by writing to the Notice Administrator, as follows:

IN RE METROLOGIC INSTRUMENTS, INC. SHAREHOLDERS LITIGATION  
c/o A.B. DATA, LTD.  
PO BOX 173045  
MILWAUKEE, WI 53217-8091

34. You may also furnish the names and addresses of your beneficial holders in writing to the Notice Administrator, which will then be responsible for sending the Notice to such beneficial holders, by sending such names and addresses to the Notice Administrator, at the following address:

IN RE METROLOGIC INSTRUMENTS, INC. SHAREHOLDERS LITIGATION  
c/o A.B. DATA, LTD.  
PO BOX 173045  
MILWAUKEE, WI 53217-8091

Dated: February 20, 2018

BY ORDER OF THE COURT

**PROOF OF CLAIM**

Please complete the Proof of Claim below if you were a record holder or beneficial owner of Metrologic Instruments, Inc. (“Metrologic”) common stock at the time of the closing of the merger consummated by Meteor Merger Corporation on December 21, 2006 (“Merger”) and you wish to participate in the proposed settlement of the above-captioned action as described in the accompanying Notice of Pendency of Class Action and Class Certification, Proposed Settlement of Class Action, and Settlement Hearing (“Notice”). Excluded persons and entities include: C. Harry Knowles, Richard C. Close, William L. Rulon-Miller, John H. Mathias, Hsu Jau Nan, Stanton L. Meltzer, Metrologic, and Janet H. Knowles; Francisco Partners II, L.P., FP-Metrologic LLC, Meteor Holding Corporation, and Meteor Merger Corporation (collectively, “Francisco”); Honeywell International (“Honeywell”); and Elliott Associates, L.P. and Elliott International, L.P. (collectively, “Elliott”), and any person, firm, trust, corporation, or other entity related to or affiliated with any defendant (other than employees of such entities who were not directors or officers during the Class period).

This Proof of Claim must contain the name, address, and taxpayer identification number (TIN) of the beneficial owner(s). The TIN, consisting of a valid Social Security number (SSN) for individuals or employer identification number (EIN) for business entities, trusts, estates, etc., and telephone number of the beneficial owner(s) may be used in verifying this claim; this information is required.

You must also provide the quantity of shares and the stock certificate numbers (if shares were held in certificate form; if shares were held through a brokerage account, certificate numbers would not be needed). You must sign the Proof of Claim in the space provided in order to make a valid claim. Please also provide your brokerage statement for December 2006 or a letter from your bank, broker, or other nominee indicating the quantity of shares held at the closing of the Merger on December 21, 2006. If you held shares in certificate form, please provide confirmation from the transfer agent of surrender.

Proof of Claim forms must be postmarked no later than **June 20, 2018** and mailed to:

**IN RE METROLOGIC INSTRUMENTS, INC. SHAREHOLDERS LITIGATION  
PAYING AGENT  
c/o A.B. DATA, LTD.  
PO BOX 173045  
MILWAUKEE, WI 53217-8091**

**IF YOU PREVIOUSLY SUBMITTED A TIMELY PROOF OF CLAIM IN CONNECTION WITH THE SETTLEMENT OF THE CLAIMS AGAINST THE FORMER INDIVIDUAL DEFENDANTS IN THIS ACTION, AND YOU WISH TO PARTICIPATE IN THIS SETTLEMENT, YOU DO NOT NEED TO SUBMIT AN ADDITIONAL PROOF OF CLAIM.**

1. Please sign the below release and certification. If this Proof of Claim is being submitted on behalf of multiple claimants, then all claimants must sign.
2. Remember to attach only copies of acceptable supporting documentation.
3. Please do not highlight any portion of the Proof of Claim or any supporting documents.
4. Do not send original stock certificates or documentation. These items cannot be returned to you by the Paying Agent.
5. Keep copies of the completed Proof of Claim and documentation for your own records.
6. You will not receive confirmation of receipt of your Proof of Claim; if confirmation is desired, please send your Proof of Claim via Certified Mail, Return Receipt requested.
7. If your address changes in the future, or if this Proof of Claim was sent to an old or incorrect address, please send the Paying Agent written notification of your new address. If you change your name, please inform the Paying Agent.
8. If you have any questions or concerns regarding your Proof of Claim, please contact the Paying Agent at the above address or call 800-233-0919 or visit [www.abdataclassaction.com/cases](http://www.abdataclassaction.com/cases).



IDENTITY OF CLAIMANT (check only one):  Individual  Corporation  Joint Owners  Estate  Trust  Partnership  Private Pension Fund  Legal Representative  IRA, Keogh, or other type of individual retirement plan (indicate type of plan, mailing address, and name of current custodian on separate sheet)  Other (specify, describe on separate sheet)

**PART II—HOLDINGS ON DECEMBER 21, 2006**

State the number of shares of Metrologic common stock surrendered at the closing of the Merger on December 21, 2006. Documentation includes brokerage statements from December 2006 showing the quantity of shares surrendered, a letter from your bank, broker, or other nominee indicating the quantity of shares surrendered, or proof of stock certificate surrender (see below for more details if your shares were held in certificate form).

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Proof enclosed:  Y  N

**STOCK CERTIFICATE NUMBERS (If applicable)**

List below the stock certificate numbers for all Metrologic common stock surrendered pursuant to the Merger on December 21, 2006 for all shares NOT HELD IN A BROKERAGE ACCOUNT. Be sure to attach documentation of surrender such as a letter accompanying a payment for surrendered shares from the transfer agent or your broker. Proof of surrender enclosed?  Y  N

**CERTIFICATE 1:**

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**CERTIFICATE 2:**

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**CERTIFICATE 3:**

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**CERTIFICATE 4:**

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**CERTIFICATE 5:**

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**IF YOU REQUIRE ADDITIONAL SPACE, ATTACH EXTRA SCHEDULES IN THE SAME FORMAT AS ABOVE. PRINT THE BENEFICIAL OWNER'S FULL NAME AND TAXPAYER IDENTIFICATION NUMBER ON EACH ADDITIONAL PAGE.**

**YOU MUST SIGN THE PROOF OF CLAIM ON PAGE 4.**

**PART III—RELEASE AND CERTIFICATION**

On behalf of myself (ourselves) or the beneficial owner, I (we) am (are) authorized to file this Proof of Claim, and on behalf of each of my (our, his, her, its) heirs, agents, executors, trustees, administrators, predecessors, successors, and assigns, I (we, he, she, it) hereby acknowledge that as of the Effective Date, I (we, he, she, it) shall (i) be deemed to have fully, finally, and forever waived, released, discharged, and dismissed each and every one of the Released Claims (as defined in the Notice), as against each and every one of the Released Parties; (ii) forever be barred and enjoined from commencing, instituting, prosecuting, or maintaining any of the Released Claims against any of the Released Parties; and (iii) be deemed to have covenanted not to sue any Released Party on the basis of any Released Claim or, unless compelled by operation of law, to assist any person in commencing or maintaining any suit relating to any Released Claim against any Released Party.

By checking this box I certify that I (we) am (are) or, if I am filing on behalf of another, that party, is not an excluded party under the terms of the Stipulation and Agreement of Compromise and Settlement (“Stipulation”). Excluded parties include: C. Harry Knowles, Richard C. Close, William L. Rulon-Miller, John H. Mathias, Hsu Jau Nan, Stanton L. Meltzer, Metrologic, Janet H. Knowles, Francisco, Honeywell, and Elliott, and any person, firm, trust, corporation, or other entity related to or affiliated with any defendant (other than employees of such entities who were not directors or officers during the Class period).

By signing and submitting this Proof of Claim, the claimant(s) or the person(s) who represent(s) the claimant(s) certifies (certify) as follows:

1. That I (we) have read the Notice, and the Proof of Claim, including the releases provided for in the settlement;
2. That the claimant(s) is (are) a Class Member(s), as defined in the Notice, and is (are) not excluded from the Class;
3. That the claimant(s) owned the Metrologic common stock identified in the Proof of Claim and has (have) not assigned the claim against the Released Parties to another, or that, in signing and submitting this Proof of Claim, the claimant(s) has (have) the authority to act on behalf of the owner(s) thereof;
4. That the claimant(s) has (have) not submitted any other claim covering the same purchases, acquisitions, sales, or holdings of Metrologic common stock and knows (know) of no other person having done so on his/her/its/their behalf;
5. That the claimant(s) submits (submit) to the jurisdiction of the Court with respect to his/her/its/their claim and for purposes of enforcing the releases provided for in the settlement;
6. That I (we) agree to furnish such additional information with respect to this Proof of Claim as the Paying Agent or the Court may require;
7. That I (we) acknowledge that the claimant(s) will be bound by and subject to the terms of the Stipulation and settlement and any judgment that may be entered in the litigation, including the releases and covenants set forth therein; and
8. That I (we) certify that I am (we are) not subject to backup withholding under the provisions of Section 3406(a)(1)(c) of the Internal Revenue Code.

NOTE: If you have been notified by the Internal Revenue Service that you are subject to backup withholding, please strike the language that you are not subject to backup withholding in the certification above. The Internal Revenue Service does not require your consent to any provision other than the certification required to avoid backup withholding.

UNDER THE PENALTIES OF PERJURY, I (WE) CERTIFY THAT ALL OF THE INFORMATION PROVIDED BY ME (US) ON THIS FORM IS TRUE, CORRECT, AND COMPLETE AND THAT THE DOCUMENTS SUBMITTED HEREWITH ARE TRUE AND CORRECT COPIES OF WHAT THEY PURPORT TO BE.

\_\_\_\_\_  
Signature of Claimant

\_\_\_\_\_  
Date

\_\_\_\_\_  
Print Name of Claimant

\_\_\_\_\_  
Signature of Joint Claimant (if any)

\_\_\_\_\_  
Date

\_\_\_\_\_  
Print Name of Joint Claimant

\_\_\_\_\_  
Capacity of Person(s) Signing, e.g., beneficial owner(s), executor, administrator, trustee, etc.

**THIS PROOF OF CLAIM MUST BE MAILED TO THE PAYING AGENT POSTMARKED BY JUNE 20, 2018.**

METROLOGIC INSTRUMENTS, INC.  
SHAREHOLDERS LITIGATION  
c/o A.B. DATA, LTD.  
P.O. BOX 173045  
MILWAUKEE, WI 53217-8091

**COURT-APPROVED NOTICE REGARDING**  
**IN RE METROLOGIC INSTRUMENTS, INC. SHAREHOLDERS LITIGATION**

**DATED MATERIAL – OPEN IMMEDIATELY**  
METRO\_SS\_54195N16