

A rectangular stamp with the word "FILE" in large, spaced-out letters at the top. Below it, the text "IN RE METROLOGIC INSTRUMENTS, INC. SHAREHOLDERS LITIGATION" is written. At the bottom, "LOUIS R. MELONI, J.S.C." is written in a smaller font.

IN RE METROLOGIC INSTRUMENTS, INC.  
SHAREHOLDERS LITIGATION

SUPERIOR COURT OF NEW JERSEY  
LAW DIVISION, CAMDEN COUNTY  
Docket No. L-6430-06

**ORDER AND FINAL JUDGMENT**

On this 16th day of December, 2013, a hearing having been held before this Court to determine whether the terms and conditions of the Stipulation and Agreement of Compromise and Settlement, dated September 23, 2013 (the "Stipulation" or the "Settlement Agreement"), which is incorporated herein by reference, and the terms and conditions of the settlement proposed in the Stipulation (the "Settlement") are fair, reasonable, and adequate for the settlement of all claims asserted; and whether the Settlement should be approved by this Court and the Order and Final Judgment should be entered in the above-captioned class action (the "Action"); and the Court having considered all matters submitted to it at the hearing and otherwise;

NOW, THEREFORE, IT IS HEREBY ORDERED, ADJUDGED AND DECREED AS FOLLOWS:

1. This Order and Final Judgment incorporates and makes part hereof the Stipulation filed with this Court on October 2, 2013, including Exhibits A-E thereto. Unless otherwise defined in this Order and Final Judgment, the capitalized terms herein have the same meaning as they have in the Stipulation.

2. The mailing of the Notice of Pendency of Class Action and Class Certification, Proposed Settlement of Class Action, and Settlement Hearing (the "Notice") pursuant to and in the manner prescribed in the Scheduling Order on Approval of Class Action Settlement and Class Certification entered on October 2, 2013 (the "Scheduling Order"), which was mailed by first class mail on November 1, 2013, according to the proof of such mailing of the Notice to the

Class filed with the Court by counsel for Plaintiffs, is hereby determined to be the best notice practicable under the circumstances and in full compliance with New Jersey Court Rule 4:32-2, the requirements of due process, and applicable law.

3. The Settlement of this Action as provided for in the Stipulation is approved as fair, reasonable, and adequate to Plaintiffs and the Class.

4. The Parties to the Stipulation are hereby authorized and directed to consummate the Settlement in accordance with the terms and provisions of the Stipulation.

5. This Action and all Released Claims are hereby dismissed on the merits and with prejudice, and without costs, in full and final discharge of any and all claims or obligations that were or could have been asserted in the Action against the Settling Defendants.

6. All Class Members shall be and are deemed bound by the Stipulation and this Order and Final Judgment. This 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.

7. Plaintiffs and the 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, but excluding Defendants and any firm, trust, corporation, or other entity controlled by any Defendant, for good and sufficient consideration received, hereby shall be deemed to have, and by operation of this Order and Final Judgment shall have, fully, completely and forever released and discharged (i) the Settling Defendants (*i.e.*, C. Harry Knowles, Richard C. Close, William L. Rulon-Miller, John H. Mathias, Janet H. Knowles, Hsu Jau Nan, Stanton L. Meltzer, and Metrologic), (ii) any Person other than Francisco or Elliott which is, was, or will be related to or affiliated with any or all of the Settling Defendants or in which any or all of the Settling Defendants 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, 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 (consistent with the Stipulation, the "Released Parties") of and from 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, 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, 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; provided, however, that the Released Claims shall not include claims to enforce the Settlement (including any claims for breach of the Cooperation Agreement or claims against Francisco or Elliott.

8. The Settling Defendants and all Released Parties hereby shall be deemed to have, and by operation of this Order and Final Judgment shall have, fully, completely, finally, and forever released, relinquished and discharged 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 the Settling Defendants (provided, however, that this release, relinquishment, and discharge shall not include claims by the Parties to enforce the terms of the Settlement or Settlement Agreement).

9. 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, are hereby permanently 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.

10. Neither the Stipulation nor this Order and Final Judgment, nor the facts or any terms of the Settlement, is to be considered in this or any other proceeding as evidence, or a presumption, admission or concession by any Party in the Action, any signatory to the Stipulation or any Released Party, of any fault, liability or wrongdoing whatsoever, or lack of any fault, liability, or wrongdoing, as to any facts or claims alleged or asserted in the Action, or any other actions or proceedings. Neither the Stipulation nor this Order and Final Judgment is a finding or evidence of the validity or invalidity of any claims or defenses in the Action or any other actions or proceedings, or any wrongdoing by any of the Settling Defendants named therein or any damages or injury to any Class Member. Neither the Stipulation nor this Order

and Final Judgment, nor any of the terms and provisions thereof, nor any of the negotiations or proceedings in connection therewith, nor any of the documents or statements referred to herein or therein, nor the Settlement, nor the fact of the Settlement, nor the settlement proceedings, nor any statements in connection therewith, may (a) be argued to be, used or construed as, offered or received in evidence as, or otherwise constitute an admission, concession, presumption, proof, evidence, or a finding of any liability, fault, wrongdoing, injury or damages, or of any wrongful conduct, acts or omissions on the part of any of the Released Parties, or of any infirmity of any defense, or of any damage to any Plaintiff or Class Member, (b) otherwise be used to create or give rise to any inference or presumption against any of the Released Parties concerning any fact alleged or that could have been alleged, or any claim asserted or that could have been asserted in the Action, or of any purported liability, fault, or wrongdoing of the Released Parties or of any injury or damages to any person or entity, or (c) otherwise be admissible, referred to or used in any proceeding of any nature, for any purpose whatsoever; provided, however, that (a) Defendants may use or introduce the Settlement Agreement in any proceeding, whether in the Court or otherwise, as may be necessary to argue that the Stipulation and/or Order and Final Judgment (including the dismissal with prejudice of the Released Claims against the Settling Defendants effected thereby) has *res judicata*, collateral estoppel or other issue or claim preclusion effect such that the Settling Defendants have no liability to Plaintiffs or the Class for any of the Released Claims; (b) the Parties may introduce the Stipulation and/or Order and Final Judgment in the Court or otherwise to consummate or enforce the Settlement and/or Order and Final Judgment and (c) Plaintiffs and Plaintiffs' counsel may refer to the final, executed version only of the Stipulation in connection with the Fee Application.

11. Plaintiffs' counsel in the Action are hereby awarded attorneys' fees in the sum of \$3,983,333.33 in connection with the Action, which sum the Court finds to be fair and reasonable, and reimbursement of expenses in the amount of \$267,769.74. Such sums shall be paid solely from the Settlement Payment pursuant to the provisions of the Stipulation. No counsel representing any Plaintiff in the Action shall make any further or additional application for fees and expenses to the Court or any other court, nor shall counsel for any other Class Member make any further or additional application for fees and expenses to the Court pursuant to the Settlement.

12. The Court hereby finds and concludes that the procedures and plan for allocating the Settlement Payment provide a fair, reasonable, and adequate basis upon which to allocate the net settlement proceeds among Settlement Payment Recipients.

13. Without further order of this Court, the Parties may agree in writing to reasonable extensions of time to carry out any of the provisions of the Stipulation.

14. If the Effective Date does not occur or the Settling Defendants withdraw from the Settlement pursuant to Paragraph H.1 of the Stipulation, this Order and Final Judgment shall be rendered null and void and shall be vacated and, in such event, all orders entered and releases delivered in connection herewith except for Paragraph 10 hereof and Paragraphs H.1, H.2, I.6, and I.7 of the Stipulation, which shall survive any such termination or vacatur, shall be null and void, and the Parties returned, without prejudice in any way, to their respective litigation positions immediately prior to the execution of the Stipulation.

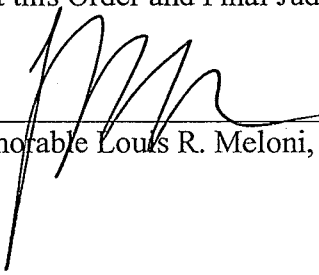
15. The binding effect of this Order and Final Judgment and the obligations of Plaintiffs and Defendants under the Settlement shall not be conditioned upon or subject to the

resolution of any appeal from this Order and Final Judgment that relates solely to the issue of the Fee Application.

16. Nothing herein shall in any way affect any claims or any appeals relating to, concerning, or affecting claims against Francisco or Elliott. These claims and appeals are hereby specifically preserved, with all rights reserved as to the Settling Defendants, including, but not limited to, all appeals regarding the Court's decision with respect to the Honeywell Motion and the Decision. Further, the consideration and releases contained in this Agreement shall not be construed as a release or settlement of any claims Plaintiffs may seek to pursue against Francisco or Elliott.

17. Without affecting the finality of this Order and Final Judgment in any way, this Court reserves jurisdiction over all matters relating to the administration, consummation, and enforcement of the Settlement and this Order and Final Judgment.

18. The Court Clerk is directed to enter and docket this Order and Final Judgment.



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Honorable Louis R. Meloni, J.S.C.

Dated: December 16, 2013



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*Chair of Plaintiffs' Committee*

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IN RE METROLOGIC INSTRUMENTS, INC.  
SHAREHOLDERS LITIGATION

SUPERIOR COURT OF NEW JERSEY  
LAW DIVISION, CAMDEN COUNTY

DOCKET NO. L-6430-06

*Civil Action*

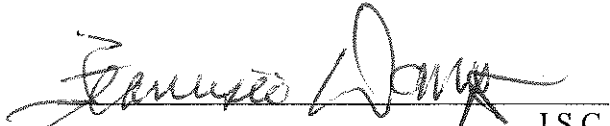
**ORDER GRANTING FINAL  
APPROVAL OF SETTLEMENT,  
AWARD OF ATTORNEYS' FEES AND  
EXPENSES, AND FOR SERVICE  
AWARDS**

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*THIS MATTER* having come before the Court upon the Motion of Plaintiffs for Final Approval of Settlement, Award of Attorneys' Fees and Expenses, and for Approval of Service Awards, application of defendant, and the Court having reviewed the moving papers and heard the argument of counsel;

*IT IS* on this 6<sup>th</sup> day of April, 2018

**ORDERED** that the Motion for Final Approval of Settlement, Award of Attorneys' Fees and Expenses, and for Approval of Service Awards is hereby GRANTED.

  
FRANCISCO DOMINGUEZ, J.S.C. J.S.C.