

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

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

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**NOTICE OF: (1) PENDENCY AND PROPOSED SETTLEMENT OF CLASS ACTION AND  
(2) HEARING ON PROPOSED SETTLEMENT**

*A Federal Court authorized this Notice. This is not a solicitation from a lawyer.*

**NOTICE OF PENDENCY OF CLASS ACTION:** Your rights may be affected by a class-action lawsuit (the “Lawsuit”) pending in this Court if you purchased or otherwise acquired Roka Bioscience, Inc. (“Roka”) securities pursuant or traceable to Roka’s Initial Public Offering (“IPO”) Registration Statement, including if you purchased or otherwise acquired Roka common stock during the period from July 17, 2014 through March 26, 2015, inclusive (the “Class Period”).

**NOTICE OF SETTLEMENT:** Lead Plaintiff Stanley Yedlowski, on behalf of the Class, has reached a settlement (the “Settlement”) to resolve all claims asserted in the Lawsuit. The Settlement calls for Roka to pay \$3,275,000 to the Class.

This Notice explains important rights you may have, including your possible receipt of cash from the Settlement. Your legal rights will be affected whether you act or not. Please read this Notice carefully!

1. **Description of the Lawsuit and Class:** The Lawsuit is a securities class action filed against Roka. Lead Plaintiff and Roka reached an agreement to settle the Lawsuit, subject to Court approval. The proposed Settlement, if approved, will provide relief to all persons and entities who purchased Roka securities during the Class Period and who qualify for a distribution under the Plan of Allocation described below.

2. **Statement of Class’s Recovery:** The proposed Settlement provides for a payment of \$3,275,000 in cash (the “Settlement Amount”). The Settlement Amount has been deposited into an Escrow Account. The Net Settlement Amount (meaning the Settlement Amount plus any interest that accrues, less taxes, notice and administrative costs, and attorneys’ fees and expenses awarded to counsel representing Lead Plaintiff and the Class) will be distributed in accordance with a Plan of Allocation that will be approved by the Court and will determine how the Net Settlement Amount will be allocated among the Class Members. The proposed Plan of Allocation is included in this Notice. Lead Plaintiff’s damages consultant estimates that approximately 5,000,000 shares of Roka securities might have been affected by the conduct alleged in the Lawsuit. If all Class Members choose to participate in the Settlement, the average per-share recovery from the Net Settlement Amount will be approximately \$0.66 per affected share before the deduction of attorneys’ fees, costs, and expenses as approved by the Court.

3. **Statement of Potential Outcome of Case:** Lead Plaintiff and Roka do not agree on the average amount of damages per share that would be recoverable if Lead Plaintiff were to prove his claims. Lead Plaintiff’s damages consultant would argue that damages should be approximately \$30.9 million. Roka would expressly deny that any securities were damaged as alleged. Instead, Roka would contend that the prices of its securities were not inflated by any allegedly false or misleading public statements and that the price decline alleged in the Lawsuit did not result from any misconduct.

**4. Statement of Attorneys' Fees and Expenses Sought:** Lead Counsel (as defined in ¶ 9) will ask the Court for (i) an award of attorneys' fees of up to 33<sup>1/3</sup>% of the Settlement Amount, or \$1,091,667, and (ii) litigation expenses not to exceed \$50,000, with all amounts to be paid from the funds in the Escrow Account. If the Court approves Lead Counsel's application, the average cost per affected share will be approximately \$0.23. In addition, a compensatory award of not more than \$3,000 will be sought for the time and expenses incurred by Lead Plaintiff.

**5. Reasons for Settlement:** Lead Plaintiff believes that his claims have merit and that he would win at trial. Roka believes that the claims are without merit and that Lead Plaintiff would lose at trial. Nevertheless, the parties have agreed to settle the case to avoid the risks, burdens, and expense of continued litigation; to provide relief to the Class; and to end the Lawsuit.

**6. Identification of Lawyers' Representatives:** Lead Plaintiff and the Class are being represented by The Rosen Law Firm, P.A., the Court-appointed Lead Counsel. Any questions about the Settlement should be sent to: The Rosen Law Firm, P.A., 275 Madison Avenue, 34th Floor, New York, NY, 10016. The telephone number is 212-686-1060.

YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT:	
<b>REMAIN A MEMBER OF THE CLASS</b>	This is the only way to get a payment. If you want to obtain a payment as a Class Member, you must submit a Claim Form (included with this Notice) <b>postmarked or received no later than September 19, 2016</b> .
<b>EXCLUDE YOURSELF FROM THE CLASS BY SUBMITTING A WRITTEN REQUEST FOR EXCLUSION RECEIVED NO LATER THAN OCTOBER 5, 2016</b>	Get no payment. This is the only option that allows you to ever be part of any other lawsuit against Roka or any related persons or entities concerning the claims in this case.
<b>OBJECT TO THE SETTLEMENT BY SUBMITTING WRITTEN OBJECTIONS RECEIVED NO LATER THAN OCTOBER 20, 2016</b>	Write to the Court and explain why you do not like the Settlement, the proposed Plan of Allocation, or the request for attorneys' fees and expenses. You cannot object to the Settlement unless you are a Class Member and do not exclude yourself.
<b>GO TO THE HEARING ON NOVEMBER 9, 2016, AT 10:00 A.M., AND FILE A NOTICE OF INTENTION TO APPEAR, RECEIVED NO LATER THAN OCTOBER 20, 2016</b>	Ask to speak in Court about the fairness of the Settlement, the proposed Plan of Allocation, or the request for attorneys' fees and expenses.
<b>DO NOTHING</b>	Get no payment. Remain a Class Member. Give up your rights.

**INQUIRIES:** Please do not contact the Court regarding this notice. All inquiries concerning this Notice, the Proof of Claim and Release form, or any other questions from potential Class Members should be directed to one of:

Roka Bioscience Securities Litigation  
c/o Strategic Claims Services  
600 N. Jackson St., Ste. 3  
P.O. Box 230  
Media, PA 19063  
Tel.: 866-274-4004  
Fax: 610-565-7985  
info@strategicclaims.net

THE ROSEN LAW FIRM, P.A.  
275 Madison Avenue, 34th Floor  
New York, NY 10016  
Tel.: 212-686-1060  
Fax: 212-202-3827  
info@rosenlegal.com

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## WHY DID I GET THIS NOTICE?

7. This Notice is being sent to you by order of the United States District Court for the District of New Jersey (the “Court”), because you or someone in your family may have purchased Roka securities during the Class Period, including in Roka’s initial public offering. As a potential Class Member, you should know about your options and how a class action and a class-action settlement may affect your legal rights.

8. A class action is a type of lawsuit filed by a person or entity called a “plaintiff” against the “defendants” (Roka and two of its officials). The lawsuit asks the court to resolve the claims of a number of persons and entities together to provide consistency and efficiency. The court selects one or more people, known as “class representatives” or “lead plaintiffs,” to sue on behalf of all people with similar claims (the “class” or the “class members”). Once the class is certified, the court resolves all issues on behalf of the whole class, except for any persons who exclude themselves from the class. (For more information on excluding yourself from the Class, see “What If I Do Not Want To Be A Part Of The Settlement? How Do I Exclude Myself?”, located below.)

9. In this Lawsuit, which is known as *Yedlowski v. Roka Bioscience, Inc.*, the Court has appointed Stanley Yedlowski as “Lead Plaintiff” and The Rosen Law Firm, P.A. as “Lead Counsel” under a federal law governing lawsuits such as this one.

10. This Notice explains the Lawsuit, the proposed Settlement, your legal rights, what benefits are available, who is eligible for them, and how to get them. The Notice tells you how you might be affected by the Lawsuit and how to exclude yourself from the Settlement if you want to do so. The Notice also describes the hearing that the Court will hold to consider the fairness, reasonableness, and adequacy of the proposed Settlement (the “Fairness Hearing”).

11. The Fairness Hearing will be held on November 9, 2016, at 10:00 a.m., before United States District Judge Freda L. Wolfson, at the United States District Court for the District of New Jersey, located at 402 East State Street, Room 5E, Trenton, New Jersey 08608, to determine:

- (i) whether the proposed Settlement is fair, reasonable, and adequate and should be approved, and whether the claims against the defendants should be dismissed with prejudice and a permanent injunction entered;
- (ii) whether the proposed Plan of Allocation is fair and reasonable and should be approved; and
- (iii) whether Lead Counsel’s request for fees and expenses should be approved.

12. This Notice does not express the Court’s opinion about the merits of any claims in the Lawsuit, and the Court has not yet decided whether to approve the Settlement. If the Court approves the Settlement, payments will be made after any appeals have been resolved and all claims have been processed. Please be patient.

#### WHAT IS THIS CASE ABOUT? WHAT HAS HAPPENED SO FAR?

13. Roka is a New Jersey-based company in the food-testing business.

14. In December 2014, a putative class action was filed by a purchaser of Roka securities alleging violations of the federal securities laws. On April 21, 2015, the Court appointed the Lead Plaintiff and Lead Counsel.

15. On June 23, 2015, Lead Plaintiff filed an amended complaint (the “Complaint”) asserting claims under the Securities Act of 1933. The Complaint contends that the Registration Statement that Roka issued in connection with its July 2014 initial public offering contained materially false statements and/or omitted material facts about Roka’s testing instruments and assays (the substances that are used to test for pathogens in food). The principal claims are that Roka did not properly disclose that its customers were allegedly having difficulties using Roka’s instruments and assays, that Roka’s efforts to resolve customers’ difficulties were not succeeding, and that these issues would adversely affect Roka’s earnings. The Complaint contends that these alleged misstatements and omissions inflated the price of Roka’s securities during the Class Period.

16. Lead Plaintiff also contends that, when Roka disclosed some of these issues in its third-quarter 2014 earnings release on November 6, 2014, it did not disclose the full extent of the alleged problems. Instead, Lead Plaintiff claims that the full truth was not revealed until March 26, 2015.

17. Defendants moved to dismiss the Complaint on August 25, 2015, and Lead Plaintiff filed an opposition to the motion on October 9, 2015. The parties then engaged in settlement discussions – with the assistance of a mediator (a retired United States District Judge) – and were able to reach the proposed Settlement described here.

#### HOW DO I KNOW WHETHER I AM AFFECTED BY THE SETTLEMENT?

18. If you are a member of the Class, you are subject to the Settlement unless you timely ask to be excluded from it. The Class consists of all persons, entities, or legal beneficiaries or participants in any entities who purchased or otherwise acquired Roka securities pursuant or traceable to Roka’s initial public offering, including those who bought or otherwise acquired Roka common stock during the period from July 17, 2014 through March 26, 2015, inclusive.

19. The Class does *not* include: (i) anyone who, while represented by counsel, settled an actual or threatened lawsuit or other proceeding against the Releasees (as defined in the Settlement Agreement) and released the Releasees from any further Claims concerning their purchase or other acquisition of Roka securities during the Class Period; (ii) persons and entities who are or were: defendants; officers or directors of Roka during 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; and (iii) anyone who submits a valid and timely request for exclusion from the Class (see “What If I Do Not Want To Participate In The Settlement? How Do I Exclude Myself?”, below).

**RECEIPT OF THIS NOTICE DOES NOT NECESSARILY MEAN THAT YOU ARE A CLASS MEMBER OR ARE ENTITLED TO RECEIVE MONEY FROM THE SETTLEMENT. IF YOU WANT TO PARTICIPATE IN THE SETTLEMENT, YOU MUST SUBMIT THE CLAIM FORM ENCLOSED WITH THIS NOTICE. THE CLAIM FORM MUST BE POSTMARKED OR RECEIVED NO LATER THAN SEPTEMBER 19, 2016.**

#### WHY HAS ROKA AGREED TO THE SETTLEMENT?

20. Roka expressly denies that it engaged in any wrongdoing, violated any law, or breached any duty, and denies that the claims in the Complaint have any merit. Roka believes that it has substantial defenses to all of those claims and would win at trial. Nevertheless, Roka decided that settling the Lawsuit would be better than continuing

to litigate, because a settlement would bring to an end the substantial expenses, burdens, and uncertainties of litigation, avoid further disruption of the company’s management and operations, and provide benefits to Class Members. The Settlement is not evidence of or an admission by Roka of any fault or liability whatsoever, or of any weakness in any defenses that it has asserted or would assert in the Lawsuit.

#### WHY HAS LEAD PLAINTIFF AGREED TO THE SETTLEMENT?

21. Lead Plaintiff and Lead Counsel believe that their claims have merit and that they would win at trial. But Lead Plaintiff and Lead Counsel also recognize the expense and length of continued proceedings necessary to pursue their claims through trial and appeals, the difficulties in establishing liability in complex actions such as this one, and the difficulties in collecting money from a judgment.

22. The proposed Settlement would provide cash compensation to eligible Class Members. In light of the risks and expenses of continued litigation, the cash Settlement Amount, and the immediacy of recovery to the Class, Lead Plaintiff and Lead Counsel believe that the proposed Settlement is fair, reasonable, adequate and in the best interests of the Class. Lead Plaintiff and Lead Counsel also recognize the risk that continued litigation of the claims in the Lawsuit could produce a similar or smaller recovery – or potentially no recovery at all – after motions to dismiss, summary judgment, trial, and appeals, possibly years in the future.

#### WHAT MIGHT HAPPEN WITHOUT A SETTLEMENT?

23. If there were no Settlement, and if Lead Plaintiff failed to establish any essential legal or factual element of his claims, neither Lead Plaintiff nor the Class would recover anything from Roka. Also, if Roka were successful in proving any of its defenses, the Class would likely recover substantially less than the relief provided in the proposed Settlement, or nothing at all.

#### HOW MUCH WILL MY PAYMENT BE?

### **THE PROPOSED PLAN OF ALLOCATION: GENERAL PROVISIONS**

24. The proposed Settlement provides for a payment of \$3,275,000 in cash. If the Court approves the Settlement, and if all other conditions have been satisfied, the Net Settlement Amount (or “Net Settlement Fund”) will be distributed to Authorized Claimants (*i.e.*, Class Members whose claims for settlement money has been allowed) in accordance with the Plan of Allocation. The Net Settlement Amount is the Settlement Amount plus accrued interest, less fees, expenses, and taxes. Roka cannot get back any undistributable settlement funds.

25. The Settlement Amount will be distributed as follows:

(i) First, to pay all federal, state, and local taxes on any income earned on the funds in the Escrow Account and to pay the reasonable costs incurred in determining the amount of, and paying, taxes owed by the settlement fund (including reasonable expenses of tax attorneys and accountants);

(ii) Second, to pay costs and expenses of providing notice to potential Class Members and administering the Settlement on behalf of Class Members;

(iii) Third, to pay Lead Counsel for its costs and expenses in commencing and prosecuting the Lawsuit, to the extent allowed by the Court;

(iv) Fourth, to pay Lead Counsel’s attorneys’ fees, to the extent allowed by the Court; and

(v) Fifth, to compensate Authorized Claimants in accordance with the Plan of Allocation.

26. The Net Settlement Amount will not be distributed unless and until the Court has approved the proposed Settlement and the Plan of Allocation (or some other allocation plan) and the Court’s approval becomes “final” (meaning that the time to appeal the Order granting approval has expired, or, if the Order is appealed, that the appeal is decided without causing a material change in the Order or that the Order is upheld on appeal and is no longer subject to any further type of appellate review).

27. The Plan of Allocation is a matter separate and apart from the Settlement, and any decision by the Court concerning the Plan of Allocation shall not affect the validity or finality of the Settlement. The Court may approve the Plan of Allocation with or without modifications agreed to among the parties, or another plan of allocation, without further notice to Settlement Class Members. Any orders regarding a modification of the Plan of Allocation will be posted to the Claims Administrator's website, [www.strategicclaims.net](http://www.strategicclaims.net).

28. Payments under the Court-approved Plan of Allocation will be conclusive against all Authorized Claimants. No person shall have any claim against Lead Plaintiff, Lead Counsel, Roka, Roka's counsel, the Claims Administrator, or anyone else arising from distributions made substantially in accordance with the Settlement Agreement, the Plan of Allocation, or the Court's Orders.

29. The Claims Administrator will calculate a "Recognized Claim Amount" (or "Recognized Loss") for each purchase or acquisition of Roka stock listed in the Class Member's Claim Form and for which adequate documentation is provided. The Recognized Claim Amount will depend upon several factors, including (i) when the securities were purchased or acquired and (ii) whether they were held until the conclusion of the Class Period or sold during the Class Period, and, if so, when they were sold.

30. The Claims Administrator shall determine each Authorized Claimant's *pro rata* share of the Net Settlement Fund based upon each Authorized Claimant's Recognized Claim Amount. **Please Note:** The Recognized Claim Amount formula set forth below is not an estimate of either the amount that a Settlement Class Member might have been able to recover after a trial or the amount that will be paid to Authorized Claimants under the Settlement. The Recognized Claim Amount formula is simply the basis upon which the Net Settlement Fund will be proportionately allocated to the Authorized Claimants. Each Authorized Claimant shall be paid the percentage of the Net Settlement Fund that each Authorized Claimant's Recognized Loss bears to the total Recognized Losses of all Authorized Claimants (*i.e.*, "*pro rata* share"). No distribution will be made if the potential distribution amount is less than ten dollars (\$10.00) in cash.

31. The Plan of Allocation is designed to distribute the Settlement proceeds fairly to those Class Members who suffered economic loss as a result of the alleged fraud, as opposed to loss caused by general market conditions or other non-fraud-related factors. The Plan reflects a damages analysis conducted by Lead Plaintiff's damages consultant.

32. If any of the Net Settlement Fund remains (because of uncashed checks or otherwise) after the Claims Administrator has made reasonable and diligent efforts to have Authorized Claimants cash their distribution checks, any balance remaining in the Net Settlement Fund six (6) months after the initial distribution of such funds shall be used in the following order: (i) to pay any amounts mistakenly omitted from the initial distribution to Authorized Claimants or to pay any late, but otherwise valid and fully documented claims received after the cut-off date for the initial distribution, provided that such distributions to any late post-distribution claimants meet all of the other criteria for inclusion in the initial distribution, including the \$10.00 minimum amount set forth above; (ii) to pay any additional Notice and Administration Expenses incurred in administering the Settlement; and (iii) to make a second distribution, if economically feasible, to Authorized Claimants who cashed their checks from the initial distribution and who would receive at least \$10.00 from such second distribution, after payment of the estimated costs or fees to be incurred in administering the Net Settlement Fund and in making this second distribution. If any funds remain in the Net Settlement Fund six (6) months after the second distribution, or if the second distribution is not undertaken because it is not economically feasible, the remaining money shall be given to the Center for Foodborne Illness Research and Prevention or a similar nonprofit organization to be agreed upon by the Settling Parties.

### **THE BASIS FOR CALCULATING YOUR RECOGNIZED LOSS:**

33. Each Authorized Claimant shall be allocated a *pro rata* share of the Net Settlement Fund based on his, her or its Recognized Claim Amount as compared to the total Recognized Claim Amount of all Authorized Claimants.

34. Recognized Claim Amount for Roka common stock purchased in and/or traceable to the July 17, 2014 Initial Public Offering or between July 17, 2014 and March 26, 2015, inclusive, will be calculated as follows:

1. For shares purchased on or between July 17, 2014 and November 6, 2014, inclusive:
  - A. For shares retained at the close of trading on March 26, 2015, the Recognized Loss shall be the lesser of:
    - (1) \$5.75 per share; or
    - (2) the difference between the purchase price per share (not to exceed the offering price of \$12.00 per share) and \$4.19 per share.<sup>1</sup>
  - B. For shares sold on or between July 17, 2014 and November 6, 2014, the Recognized Loss shall be zero.
  - C. For shares sold on or between November 7, 2014 and March 26, 2015, the Recognized Loss shall be the lesser of:
    - (1) \$5.34 per share; or
    - (2) the difference between the purchase price per share (not to exceed the offering price of \$12.00 per share) and the sales price per share; or
    - (3) the difference between the purchase price per share (not to exceed the offering price of \$12.00 per share) and \$4.19 per share.

2. For shares purchased on or between November 7, 2014 and March 26, 2015:
  - A. For shares retained at the close of trading on March 26, 2015 the Recognized Loss shall be the lesser of:
    - (1) \$0.41 per share; or
    - (2) the difference between the purchase price per share and \$4.19 per share.
  - B. For shares sold on or between November 7, 2014 and March 26, 2015, the Recognized Loss shall be zero.

35. Any Class Members who, at the time of the IPO, had a Partner or Member sitting on Roka's Board of Directors may still file a claim. The Recognized Loss for these claimants will be reduced by 80%.

36. For purposes of calculating your Recognized Loss, the date of purchase, acquisition, or sale – not the “settlement” or “payment” date – is the “contract” or “trade” date. The receipt or grant of Roka stock by gift, inheritance, or operation of law shall not be deemed a purchase, acquisition, or sale of Roka’s common shares for the calculation of Recognized Loss. The covering purchase of a short sale is not an eligible purchase.

37. For purposes of calculating your Recognized Loss, all purchases, acquisitions, and sales shall be matched on a First In, First Out (“FIFO”) basis in chronological order. Therefore, on the Proof of Claim enclosed with this Notice, you must provide all of your purchases and acquisitions of Roka’s common shares during the time period from July 17, 2014 through March 26, 2015, inclusive.

38. To the extent a claimant had a trading gain or “broke even” from his, her, or its overall transactions in Roka common stock during the Class Period, the value of the Recognized Loss will be zero, and the claimant will not be entitled to a share of the Net Settlement Fund. To the extent that a claimant suffered a trading loss on his, her, or its overall transactions in Roka common stock during the Class Period, but that trading loss was less than the Recognized Loss calculated above, the Recognized Loss shall be limited to the amount of the claimant’s actual trading loss. A Recognized Loss that calculates to yield a negative number is treated as a Recognized Loss of zero.

39. All persons involved in the review, verification, calculation, tabulation, or any other aspect of the processing of the claims submitted in connection with the Settlement, or otherwise involved in the administration or taxation of the Gross Settlement Fund or the Net Settlement Fund, shall be released and discharged from any and all claims arising out of such involvement, and all Class Members, whether or not they are to receive payment from the Net

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<sup>1</sup> Represents Roka’s value per share on the date of suit (December 24, 2014).

Settlement Fund, will be barred from making any further claim against the Net Settlement Fund beyond the amount allocated to them as provided in any distribution orders entered by the Court.

#### WHAT RIGHTS AM I GIVING UP BY AGREEING TO THE SETTLEMENT?

40. If the Court approves the Settlement, it will enter a judgment (the “Judgment”). The Judgment will dismiss with prejudice the claims against Roka and the other defendants and will say that Lead Plaintiff and all other Class Members are deemed to have – and by operation of the Judgment shall have – fully, finally, and forever released, relinquished, settled, and discharged any and all Released Plaintiffs’ Claims, including “Unknown Claims” (as defined in the Settlement Agreement), against the Releasees (as explained below) and any claims or potential claims that were, could have been, or could be asserted in connection with the Lawsuit or Released Plaintiffs’ Claims.

41. “Released Plaintiffs’ Claims” means (in summary) each and every Claim or Unknown Claim (as defined in the Settlement Agreement) that Lead Plaintiff or any Class Member (*i*) asserted against any of the Releasees in the Lawsuit (including all claims in the Complaint) or (*ii*) could have asserted or could assert against any of the Releasees, under any applicable law, in any court or other forum, that arises out of or relates to the purchase or other acquisition of Roka securities during the Class Period, or any other Investment Decision during the Class Period concerning such securities, *if* such Claim relates directly or indirectly to Roka’s method for testing for foodborne pathogens, Roka’s testing instruments and assays, customers’ use of Roka’s instruments and assays, customers’ problems with those instruments and assays, Roka’s efforts to resolve those problems, and Roka’s disclosures or alleged nondisclosures about those issues. An “Investment Decision” is any decision about an investment in Roka securities during the Class Period, including a decision to hold those securities. The complete definition of Released Plaintiffs’ Claims is printed in the Claim Form. You should read it carefully.

42. The term “Releasee,” which is also printed in full in the Claim Form, includes Roka and its past and present officers, directors, employees, and agents, as well as related persons and entities.

43. The Judgment will also state that Releasees will be deemed to have – and by operation of the Judgment shall have – fully, finally, and forever released, relinquished, settled, and discharged all claims, whether known or unknown, that Releasees have or could have asserted, or could assert, against Lead Plaintiff, Lead Plaintiff’s lawyers, and/or any of their agents, if such claims arise out of or relate in any way to the institution, prosecution, or settlement of the Lawsuit, except claims relating to the enforcement of the Settlement.

44. Roka has asked the Court to enter “bar orders” barring any person or entity from suing the Releasees – and barring the Releasees from suing any other person or entity – for any injury that relates to a Released Plaintiffs’ Claim and arises from the barred person’s or entity’s alleged liability to the Class or any Class Member.

#### WHAT PAYMENT ARE THE ATTORNEYS FOR THE CLASS SEEKING? HOW WILL THE LAWYERS BE PAID?

45. Lead Plaintiff’s counsel has not received any payment for its services or expenses in connection with the Lawsuit. Lead Counsel will therefore apply to the Court for an award of attorneys’ fees from the Settlement Amount of not more than 33<sup>1/3</sup>% of that amount and for litigation expenses not to exceed \$50,000. The Court will determine the amount of the award.

46. The requested attorneys’ fees and expenses will be the only payment to Lead Counsel for its efforts in achieving this Settlement and for its risk in undertaking this representation on a wholly contingent basis. Lead Counsel has committed significant time and expenses in litigating this case for the benefit of the Class. The Court will decide what is a reasonable fee award and may award less than the amount requested by Lead Counsel.

#### HOW DO I PARTICIPATE IN THE SETTLEMENT? WHAT DO I NEED TO DO?

47. If you purchased or otherwise acquired Roka securities during the period from July 17, 2014 through and including March 26, 2015, and are not excluded from the definition of the Class, and if you do not exclude yourself

from the Class, then you are a Class Member. As a Class Member, you will be bound by the proposed Settlement, if the Court approves it, and by any judgment or determination of the Court affecting the Class.

48. If you are a Class Member and want to claim money from the settlement fund, you must submit a Claim Form and supporting documentation. A Claim Form is included with this Notice, or you may go to the website to download a Claim Form or ask that one be mailed to you. The website is [www.strategicclaims.net](http://www.strategicclaims.net). You may also request a Claim Form by calling toll-free 866-274-4004 or by e-mailing info@strategicclaims.net. Those who exclude themselves from the Class, and those who do not submit timely and valid Claim Forms with adequate supporting documentation, will not be entitled to share in the settlement money.

49. The Claim Form and the required documents must be sent to the address printed in the Claim Form and must be **received or postmarked no later than September 19, 2016**. Unless the Court otherwise orders, any Class Member who fails to submit a timely Claim Form will be forever barred from receiving payments from the Settlement, but will remain a Class Member and be subject to the provisions of the Settlement Agreement and the Court's Orders and Judgment. This means that each Class Member will release the Released Plaintiffs' Claims against Roka and the other defendants, and will be enjoined and prohibited from filing, prosecuting, or pursuing any of the Released Plaintiffs' Claims against the defendants regardless of whether such Class Member submits a Claim Form.

50. The Claim Form asks you to provide information and documentation about your purchases, holdings, and sales of Roka securities before the Class Period, during the Class Period, and at the end of the Class Period. Please retain all records of your ownership of, or transactions in, Roka securities, so you can document your claim.

51. If you submit a Claim Form that is rejected in whole or in part, and if you want to dispute that decision, the Court will make a final, binding, and nonappealable decision on the dispute.

52. To ensure that you receive copies of future notices, you may contact the Claims Administrator at the following address or e-mail address to ask to be added to the mailing list for notices:

Roka Bioscience Securities Litigation  
c/o Strategic Claims Services  
600 N. Jackson St., Ste. 3  
P.O. Box 230  
Media, PA 19063  
[info@strategicclaims.net](mailto:info@strategicclaims.net)

53. As a Class Member, you are represented by Lead Plaintiff and Lead Counsel, unless you enter an appearance through counsel of your own choice at your own expense. You do not need to hire your own lawyer, but, if you choose to do so, he or she must file a notice of appearance on your behalf and must serve copies of his or her notice of appearance on the attorneys listed in the section entitled "When and Where Will The Court Decide Whether To Approve The Settlement?", below.

54. If you do not want to remain a Class Member, you may exclude yourself from the Class by following the instructions in the section entitled "What If I Do Not Want To Be A Part Of The Settlement? How Do I Exclude Myself?", below.

55. If you want to object to any aspect of the proposed Settlement, the Plan of Allocation, or Lead Counsel's request for an award of attorneys' fees and expenses, you may do so by following the instructions in the section entitled "When and Where Will the Court Decide Whether to Approve the Settlement?", below.

**WHAT IF I DO NOT WANT TO BE A PART OF THE SETTLEMENT?  
HOW DO I EXCLUDE MYSELF?**

56. If you do *not* want to participate in the proposed Settlement and be bound by all rulings and judgments in this Lawsuit, you must exclude yourself from the Class. To do so, you must submit a written Request for Exclusion by first-class mail (or its equivalent outside the U.S.) or other delivery to Roka Bioscience Securities Litigation - EXCLUSIONS, c/o Strategic Claims Services, 600 N. Jackson St., Ste. 3, P.O. Box 230, Media, PA 19063. The

exclusion request must be ***received*** no later than October 5, 2016. You will not be able to exclude yourself from the Class after that date, unless the Court otherwise determines.

57. Each Request for Exclusion must (i) state the name, address, telephone number, and e-mail address (if available) of the person or entity requesting exclusion; (ii) state that such person or entity “requests exclusion from the Class in *Yedlowski v. Roka Bioscience, Inc.*, No. 14-CV-8020-FLW-TJB”; (iii) be signed by the person or entity requesting exclusion; (iv) provide the date(s), price(s), and number(s) of shares of all purchases and sales of Roka securities during the Class Period; and (vii) provide account statements verifying all such transactions and the number of securities still held.

58. If you want to exclude yourself from the Class, you must follow these instructions even if you have pending, or later file, another lawsuit, arbitration, or other proceeding relating to any Released Plaintiffs’ Claims.

59. If you request exclusion from the Class, you will not receive any benefits from the proposed Settlement, and you cannot object to it.

**WHEN AND WHERE WILL THE COURT DECIDE WHETHER TO APPROVE THE SETTLEMENT?**

**DO I HAVE TO COME TO THE HEARING?**

**CAN I OBJECT TO THE SETTLEMENT?**

**MAY I SPEAK AT THE HEARING IF I DON’T LIKE THE SETTLEMENT?**

60. The Fairness Hearing will be held on November 9, 2016, at 10:00 a.m., before United States District Judge Freda L. Wolfson, at the United States District Court for the District of New Jersey, 402 East State Street, Room 5E, Trenton, New Jersey 08608. The Court reserves the right to approve the Settlement, the Plan of Allocation, and/or Lead Counsel’s request for attorneys’ fees and expenses at or after the Final Approval Hearing without further notice to the Class. Lead Counsel intends to file papers in support of final approval of the proposed Settlement, the Plan of Allocation, and the request for attorneys’ fees and expenses on or before October 5, 2016.

**61. If you do not want to object to the proposed Settlement, you do not need to attend the Fairness Hearing. You can participate in the Settlement without attending the Fairness Hearing.**

62. Any Class Member who does not submit a timely request for exclusion as described above may object to the proposed Settlement, the Plan of Allocation, or Lead Counsel’s request for an award of attorneys’ fees and expenses. Objections or oppositions must be in writing and must include the following information: (i) name and docket number of the Lawsuit (*Yedlowski v. Roka Bioscience, Inc.*, Case No. 14-CV-8020-FLW-TJB); (ii) Class Member’s name, address, telephone number, and e-mail address (if available); (iii) the date(s), price(s), and number(s) of shares of all purchases and sales of Roka securities during the Class Period; (iv) account statements verifying all such transactions and/or the number of securities still held; (v) the reason(s) for the objection or opposition, (vi) any legal support that the Class Member wants to bring to the Court’s attention, and (vii) any evidence or exhibits that the Class Member wants the Court to consider.

63. Objections must be timely filed with the Clerk of Court at the United States District Court for the District of New Jersey, 402 East State Street, Room 5E, Trenton, New Jersey 08608. Objections must also be served on the Settling Parties’ counsel by first-class mail, e-mail, or hand-delivery at:

<b>Lead Counsel for the Class</b>	<b>Roka’s Counsel</b>
Laurence Rosen, Esq. The Rosen Law Firm, P.A. 275 Madison Avenue, 34th Floor New York, NY 10016 lrosen@rosenlegal.com	Ralph C. Ferrara, Esq. Jonathan E. Richman, Esq. Proskauer Rose LLP 1001 Pennsylvania Avenue, N.W. Suite 600 South Washington, DC 20004 rferrara@proskauer.com jerichman@proskauer.com

64. All objections must be ***received*** by the Court and the attorneys no later than October 20, 2016.

65. You may file a written objection without appearing at the Fairness Hearing. However, you may not appear at the Fairness Hearing to present your objection unless you first filed and served a timely, written objection in accordance with the procedures described above, unless the Court orders otherwise.

66. If you wish to speak at the Fairness Hearing, and if you have filed and served a timely written objection as described above, you must also file and serve a notice of intention to appear. The notice of intention to appear must include (i) name and docket number of the Lawsuit (*Yedlowski v. Roka Bioscience, Inc.*, Case No. 14-CV-8020-FLW-TJB); (ii) your name, address, telephone number, and e-mail address (if available), and (iii) your attorney's contact information, if you have an attorney. You must file and serve your notice of intention to appear with the Court and the Settling Parties' counsel, at the addresses listed in paragraph 63 above, so that it is **received on or before October 20, 2016**.

67. You do not need to hire an attorney to represent you in making written objections or in appearing at the Fairness Hearing. However, if you decide to hire an attorney at your own expense, he or she must file a notice of appearance with the Court and serve it on the Settling Parties' counsel, at the above addresses, so that the notice is **received on or before October 20, 2016**.

68. The Court may change the date of the Fairness Hearing without further written notice to the Class. If you intend to attend the hearing, you should confirm the date and time with Lead Counsel or by checking the settlement website.

**Unless the Court orders otherwise, any Class Member who does not object in the manner described above will be deemed to have waived any objection and will be forever foreclosed from objecting to the proposed Settlement, the Plan of Allocation, or Lead Counsel's request for attorneys' fees and expenses. Class Members do not need to appear at the Fairness Hearing or take any other action to indicate their approval.**

#### WHAT IF I BOUGHT SHARES ON SOMEONE ELSE'S BEHALF?

69. If you purchased or otherwise acquired Roka securities during the Class Period as a nominee or for the beneficial interest of a person or organization *other than yourself*, you should – within fourteen (14) days after you receive this Notice – either (i) send a copy of this Notice to the beneficial owner of such securities or (ii) provide the names and addresses of such persons to Roka Bioscience Securities Litigation, c/o Strategic Claims Services, 600 N. Jackson St., Ste. 3, P.O. Box 230, Media, PA 19063. If you choose the second option, the Claims Administrator will send a copy of the Notice to the beneficial owner. If you fully comply with these directions, you may seek reimbursement of the reasonable expenses you actually incurred up to \$0.75 per notice if you provide the Claims Administrator with proper documentation supporting those expenses. You may also obtain copies of this Notice by calling toll-free 1-866-274-4004. In addition, you may download the Notice from the Settlement website, [www.strategicclaims.net](http://www.strategicclaims.net), where you also can view other documents relating to the proposed Settlement.

#### CAN I SEE THE COURT FILE? WHOM SHOULD I CONTACT IF I HAVE QUESTIONS?

70. This Notice contains only a summary of the terms of the proposed Settlement. More detailed information about the Lawsuit is available at [www.strategicclaims.net](http://www.strategicclaims.net), including copies of the Settlement Agreement, the Claim Form, the Complaint, the Court's orders regarding the settlement, and the relevant motion papers. All inquiries about this Notice should be directed to:

<b>Claims Administrator</b>	<b>Lead Counsel for the Class</b>
<p>Roka Bioscience Securities Litigation  c/o Strategic Claims Services  600 N. Jackson St., Ste. 3  P.O. Box 230  Media, PA 19063  Tel.: 866-274-4004 Fax: 610-565-7985  info@strategicclaims.net</p>	<p>Laurence Rosen, Esq.  The Rosen Law Firm, P.A.  275 Madison Avenue, 34th Floor  New York, NY 10016  Tel: 212-686-1060  info@rosenlegal.com</p>

**PLEASE DO NOT CALL OR WRITE THE COURT OR THE CLERK OF COURT  
ABOUT THIS NOTICE.**

Dated: June 28, 2016

By Order of the Clerk of Court  
United States District Court for the District of New Jersey

## Roka Bioscience Securities Settlement

### CLAIM FORM AND RELEASE

**YOU MUST SUBMIT A COMPLETED CLAIM FORM THAT IS POSTMARKED OR RECEIVED BY STRATEGIC CLAIMS SERVICES (THE “CLAIMS ADMINISTRATOR”) NO LATER THAN SEPTEMBER 19, 2016 TO BE ELIGIBLE TO SHARE IN THE SETTLEMENT.**

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**QUESTIONS? PLEASE CALL 1-866-274-4004**

#### **SECTION I - GENERAL INSTRUCTIONS**

1. You should completely read and understand the “Notice of (1) Pendency and Proposed Settlement of Class Action and (2) Hearing on Proposed Settlement” (the “Notice”) that accompanies this Claim Form, as well as the Plan of Allocation included in the Notice. The Notice and the Plan of Allocation describe the proposed Settlement of this Action, how Class Members are affected by that Settlement, and how the Settlement Amount will be distributed if the Court approves the Settlement and the Plan of Allocation. The Notice also contains the definitions of many of the defined terms (shown with initial capital letters) used in this Claim Form. **By signing and submitting the Claim Form, you certify that you have read and understand the Notice and agree to the terms of the Release.**
2. TO PARTICIPATE IN THE SETTLEMENT, YOU MUST MAIL YOUR COMPLETED AND SIGNED CLAIM FORM – WITH THE REQUIRED SUPPORTING DOCUMENTATION – BY FIRST-CLASS MAIL (OR ITS NON-U.S. EQUIVALENT), POSTAGE PREPAID, POSTMARKED ON OR BEFORE SEPTEMBER 19 2016, ADDRESSED TO:

Roka Bioscience Securities Litigation  
c/o Strategic Claims Services  
600 N. Jackson St., Ste. 3  
P.O. Box 230  
Media, PA 19063  
Tel.: 866-274-4004  
Fax: 610-565-7985  
[info@strategicclaims.net](mailto:info@strategicclaims.net)

**IF YOU DO NOT SUBMIT A TIMELY, PROPERLY ADDRESSED AND COMPLETED CLAIM FORM, YOUR CLAIM MAY BE REJECTED, AND YOU MAY BE PREVENTED FROM RECEIVING ANY DISTRIBUTION FROM THE NET SETTLEMENT AMOUNT.**

3. This Claim Form is directed to all persons and entities who purchased or otherwise acquired Roka securities pursuant or traceable to Roka’s Registration Statement for its Initial Public Offering (“IPO”), including those who purchased or otherwise acquired Roka common stock between July 17, 2014, and March 26, 2015, inclusive (the “Class”). The following persons and entities are specifically *excluded* from the Class under the terms of the Settlement Agreement: (a) anyone who, while represented by counsel, settled an actual or threatened lawsuit or other proceeding against the Releasees (defined below) and released the Releasees from any further Claims relating to their purchase or other acquisition of Roka securities during the Class Period; (b) Roka and the individual defendants; (c) persons who are or were family members or officers or directors of any defendant; their legal representatives, heirs, successors, or assigns, and any entity in which any defendant has or had a controlling interest; and (d) any persons and entities who exclude themselves from the Class and the Settlement by filing a timely, valid opt-out request in accordance with the requirements in the Notice.
4. “Authorized Claimant” means a Class Member who timely submits to the Claims Administrator a valid Claim Form that is approved pursuant to the terms of the Settlement Agreement.
5. “Releasees” means Roka and any or all of its respective past or present parents, predecessors, successors, affiliates, divisions, business units, and subsidiaries, and any other entities in which Roka has a controlling interest or that have a controlling interest in it, and each of their respective past and present directors, executive-committee members, officers, officials, employees, members, partners, principals, agents, attorneys (including in-house or outside attorneys), advisors, trustees, administrators, fiduciaries, consultants, actuaries, representatives,

accountants, accounting advisors, auditors, insurers, and reinsurers. The full text of the Release is included in Section E below.

6. IF YOU ARE NOT A CLASS MEMBER, OR IF YOU OR SOMEONE ACTING ON YOUR BEHALF FILED A REQUEST FOR EXCLUSION FROM THE CLASS, DO NOT SUBMIT A CLAIM FORM. YOU MAY NOT PARTICIPATE IN THE SETTLEMENT IF YOU ARE NOT A CLASS MEMBER.

7. Submission of this Claim Form does not guarantee that you will share in the Net Settlement Amount. Distributions from the Net Settlement Amount are governed by the Plan of Allocation, which must be approved by the Court. The proposed Plan of Allocation is included in the Notice.

8. If you have questions about the Claim Form or need additional copies of it or of the Notice, you may contact the Claims Administrator, Strategic Claims Services, at the above address or telephone number. You may also send your questions to info@strategicclaims.net or download the documents from www.strategicclaims.net.

9. If you are a Class Member and you do not (or someone acting on your behalf does not) submit a timely request for exclusion from the Class, and if the Court approves the Settlement, you will be bound by the Court's orders and judgment whether or not you submit a Claim Form. The proposed judgment enjoins the filing or continued prosecution of all Released Plaintiffs' Claims and also releases the Releasees from Released Plaintiffs' Claims (defined below), including those that are subject to pending lawsuits or arbitrations.

10. You must submit genuine and sufficient documentation for all your transactions in Roka securities during the period July 17, 2014 through March 26, 2015. Documentation may be photocopies of stockbrokers' confirmation slips or monthly statements (reflecting your opening and closing balances for the months that are specified on the Claim Form and in which transactions occurred during the relevant period). IF YOU DO NOT HAVE SUCH DOCUMENTS IN YOUR POSSESSION, YOU SHOULD OBTAIN COPIES OR EQUIVALENT CONTEMPORANEOUS DOCUMENTS FROM YOUR BROKER. FAILURE TO SUPPLY THIS DOCUMENTATION MAY RESULT IN REJECTION OF YOUR CLAIM. DO NOT SEND ORIGINAL STOCK CERTIFICATES.

11. The date of covering a "short sale" is deemed to be the date of purchase of Roka securities. The date of a "short sale" is deemed to be the date of sale of Roka securities.

12. All joint purchasers must each sign this Claim Form.

13. Agents, executors, administrators, guardians, and trustees must complete and sign the Claim Form on behalf of persons represented by them, and they must:

- (a) expressly state the capacity in which they are acting;
- (b) identify the name, account number, Social Security number (or taxpayer identification number), address, telephone number, and e-mail address (if available) of the beneficial owner of (or other person or entity on whose behalf they are acting as to) the Roka securities; and
- (c) submit evidence of their authority to bind to the Claim Form the person or entity on whose behalf they are acting. (Stockbrokers cannot establish their authority to complete and sign a Claim Form by demonstrating merely that they have discretionary authority to trade stock in another person's accounts.)

14. By submitting a signed Claim Form, you will be affirming that:

- (a) you own(ed) the Roka securities you have listed in the Claim Form; or
- (b) you are expressly authorized to act on behalf of the owner of those securities.

15. By submitting a signed Claim Form, you will be swearing to the truth and completeness of the statements in it and to the genuineness of the documents attached to it, subject to penalties of perjury under the laws of the United States of America. The making of false statements, or the submission of forged or fraudulent documentation, will result in the rejection of your claim and may subject you to civil liability or criminal prosecution.

NOTE: Separate Claim Forms should be submitted for each separate legal entity (for example, a claim from joint owners should not include separate transactions of just one of the joint owners, and an individual should not combine his or her IRA transactions with transactions made solely in non-IRA accounts). However, a single Claim Form submitted on behalf of one legal entity should include all transactions made by that entity, no matter how many separate accounts that entity has (for example, a corporation with multiple brokerage accounts should include on one Claim Form all transactions made in Roka securities during the Class Period, no matter how many accounts the transactions were made in).

IF YOU DO NOT SUBMIT A COMPLETE CLAIM BY SEPTEMBER 19 2016, YOUR CLAIM IS SUBJECT TO REJECTION.



### **SECTION III – TRANSACTIONS IN ROKA SECURITIES**

**YOU MUST SUBMIT DOCUMENTATION SUPPORTING THE INFORMATION BELOW**

- 1. BEGINNING HOLDINGS:** State the number of shares of Roka securities that the Claimant owned at the close of business on **July 16, 2014**. If none, write “zero” or “0.” If other than zero, be sure to attach the required documentation.
  
  - 2. PURCHASES:** List all purchases of Roka common stock during the period **July 17, 2014** through and including **March 26, 2015**. (NOTE: If you acquired your Roka common stock during this period other than by an open-market purchase, please provide a complete description of the terms of the acquisition on a separate page.) Be sure to attach the required documentation.

- 3. SALES:** List all sales of Roka securities during the period **July 17, 2014** through and including **March 26, 2015**. Be sure to attach the required documentation.

- 4. UNSOLD HOLDINGS:** State the number of shares of Roka common stock that the claimant owned at the close of business on **March 26, 2015**. Be sure to attach the required documentation.

*If you require additional space, attach extra schedules in the same format as above. Sign and print your name on each additional page.*

**YOU MUST READ AND SIGN THE RELEASE ON PAGE 19. FAILURE TO SIGN THE RELEASE  
MAY RESULT IN A DELAY IN PROCESSING OR THE REJECTION OF YOUR CLAIM.**

## **SECTION IV - RELEASE AND SIGNATURE**

### **I. Definitions**

For the purpose of the Claim Form, defined terms not already defined in this form have the following meanings. Other defined terms have the meanings given them in the Stipulation of Settlement dated as of May 17, 2016 (the “Settlement Agreement”).

**“Final Order”** means the Order of Dismissal entered by the Court upon approval of the Settlement, as contemplated by the Settlement Agreement, dismissing the Action with prejudice and without costs to any Releasee (except to the extent awarded by the Court), releasing all Released Plaintiffs’ Claims as against the Releasees, and enjoining Class Members from instituting, continuing, or prosecuting any action asserting any Released Plaintiffs’ Claims against any Releasee.

**“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;
- b. placements of Roka’s Atlas instruments and sales of assay kits;
- c. the training required for use of Roka’s Atlas testing system;
- d. false positives and other difficulties that Roka’s customers or prospective customers experienced in using the Atlas instrument or Roka’s assays;
- e. contamination of test samples, sample bags, sample tubes, or Atlas instruments;
- f. returns of Atlas instruments by customers or prospective customers;
- g. loss of customers or prospective customers, or reductions in their purchases and use of Roka’s assays;
- 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;
- i. Roka’s efforts to resolve false positives and other customer difficulties, including the revised workflow that Roka introduced in the spring of 2014;
- 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;
- 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;
1. Roka's financial condition, revenues, net income, and other financial metrics, and auditors' comments about Roka's financial condition;
  - m. Roka's future financial and business prospects and its expectations about future earnings, expenses, instrument placements, and assay usage;
  - n. expectations, trends, or uncertainties concerning the food-testing business, Roka's position in the industry, and Roka's plans for the future;
  - o. the Registration Statement, including its compliance with Item 303 of Regulation S-K and other applicable laws and requirements;
  - p. Roka's third-quarter 2014 earnings announcement and financial statements;
  - q. Roka's statements about the status of its contracts and transactions;
  - r. Roka's fourth-quarter 2014 earnings announcement and 4Q14 financial statements; 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.

**"Unknown Claims"** means any and all Released Plaintiffs' Claims that any Plaintiff or any other Class Member does not know or suspect to exist in his, her, or its favor at the time of the release of the Releasees, and any Released Defendants' Claims that any Defendant does not know or suspect to exist in his or its favor, which, if known by Plaintiffs, the other Class Member, or Defendants, might have affected his, her, its, or their decision(s) concerning the Settlement. As to any and all Released Plaintiffs' Claims and Released Defendants' Claims, the Settling Parties stipulate and agree that, upon the Final Settlement Date, Plaintiffs and Defendants shall expressly waive, and each other Class Member, Releasor, and licensee shall be deemed to have waived, and by operation of the Final Order and the Judgment shall have expressly waived, any and all provisions, rights, and benefits conferred by any law of any state or territory of the United States or of any other country, or any principle of common law, that 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.

Plaintiffs and Defendants acknowledge, and the other Class Members by operation of law shall be deemed to have acknowledged, that the inclusion of "Unknown Claims" in the definition of Released Plaintiffs' Claims and Released Defendants' Claims was separately bargained for and was a key element of the Settlement.

## **II. The Release**

I (we) understand and acknowledge that, without further action by anyone, on and after the entry of the Final Order and Judgment, all Class Members (including Class Members who have pending or later initiate any other actions, arbitrations, or other proceedings against Defendants or any related person or entity relating to Released Plaintiffs' Claims), on behalf of themselves, their parents, predecessors, successors, heirs, executors, administrators, successors, assigns, any person they represent, and any person or entity claiming by or through, on behalf of, for the benefit of, derivatively for, or as representative of any Class Member, 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 Judgment shall have, fully, finally, and forever released, relinquished, settled, and discharged all Released Plaintiffs' Claims against each and every one of the Releasees, including all Released Plaintiffs' Claims that may already have been asserted in any pending action, arbitration, or other proceeding, and whether or not a Claim Form is executed and delivered by, or on behalf of, such Class Member.

## **SIGNATURE AND CERTIFICATIONS**

By signing and submitting this Claim Form, the Claimant or the person who represents the Claimant certifies as follows:

1. The claimant is a Class Member, as defined in the Notice;
2. I (we) have read and understand the contents of the Notice and the Claim Form;
3. I am (we are) not acting for Roka; nor am I (are we) otherwise excluded from the Class;

4. I (we) have not filed a request for exclusion from the Class, and I (we) do not know of any request for exclusion from the Class filed on my (our) behalf as to my (our) transactions in Roka securities;
5. I (we) own(ed) the Roka securities identified in the Claim Form, or, in signing and submitting this Claim Form, I (we) have the authority to act on behalf of the owner(s) thereof;
6. Claimant may be entitled to receive a distribution from the Net Settlement Amount;
7. Claimant desires to participate in the Settlement described in the Notice and agrees to the Settlement's terms and conditions;
8. I (we) submit to the jurisdiction of the United States District Court for the District of New Jersey for purposes of investigation and discovery under the Federal Rules of Civil Procedure as to this Claim Form;
9. I (we) agree to furnish such additional information concerning this Claim Form as the parties or the Court may require;
10. I (we) waive trial by court or jury, to the extent it exists, and agree to the Court's final disposition of any disputes about the validity or amount of the claim made by this Claim Form or the amount payable to any claimant; and
11. 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.

I (we) declare, under penalty of perjury under the laws of the United States of America, that the statements made and answers given in this Claim Form are true and correct and that the documents submitted with this Claim Form are true and genuine.

1. Executed this \_\_\_\_\_ day of \_\_\_\_\_ in \_\_\_\_\_  
(Month/Year) (City/State/Country)

---

(Sign your name here)

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(Sign your name here)

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(Type or print your name)

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(Type or print your name)

---

(Capacity of persons signing, e.g., Beneficial Purchaser, Executor or Administrator)

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(Capacity of persons signing, e.g., Beneficial Purchaser, Executor or Administrator)

Roka Bioscience Securities Litigation  
c/o Strategic Claims Services  
600 N Jackson Street – Suite 3  
Media, PA 19063

**IMPORTANT LEGAL DOCUMENT – PLEASE FORWARD**

**ACCURATE CLAIM PROCESSING TAKES A SIGNIFICANT AMOUNT OF TIME.  
THANK YOU FOR YOUR PATIENCE.**

**REMINDER CHECKLIST:**

1. Please sign the Certification Section of the Claim Form.
2. Keep a copy of your Claim Form and all submitted documentation for your records.
3. If this claim is made on behalf of joint claimants, then each claimant must sign.
4. Please remember to attach supporting documents.
5. If you move, please send us your new address.
6. **DO NOT SEND ORIGINALS OF ANY SUPPORTING DOCUMENTS.**
7. **Do not use highlighter on the Claim Form or supporting documentation.**

**THIS CLAIM FORM MUST BE POSTMARKED OR ELECTRONICALLY SUBMITTED NO LATER THAN SEPTEMBER 19, 2016, AND SENT TO:**

Roka Bioscience Securities Litigation  
c/o Strategic Claims Services  
600 N. Jackson St., Ste. 3  
P.O. Box 230  
Media, PA 19063