

STIPULATION AND AGREEMENT OF SETTLEMENT

This Stipulation and Agreement of Settlement (“Agreement” or “Settlement”) is entered into between Plaintiff ARcare, Inc. (“Plaintiff” or “ARcare”), on behalf of itself and a class of similarly-situated persons (identified herein as the “Settlement Class”), on the one hand, and QIAGEN North American Holdings Inc. and QIAGEN LLC (formerly QIAGEN Inc.) (together, “Defendants”), on the other. The parties to this Agreement are collectively referred to as the “Parties.” This Agreement is intended by the Parties to fully, finally, and forever resolve, discharge, and settle the Released Claims (as the term is defined below), upon and subject to the terms and conditions hereof, and subject to the approval of the Court. This Agreement is entered into as of the date it is signed by the last of the Parties to sign it.

I. RECITALS

This Agreement is made with reference to and in contemplation of the following facts and circumstances.

1.1 The Pending Action.

Plaintiff and Defendants are parties to a civil action entitled *ARcare Inc. v. QIAGEN North American Holdings and QIAGEN Inc.*, Case No. 43CV-17-47, currently pending in the Circuit Court of Lonoke County, Arkansas (the “Lawsuit” or “Litigation”). Plaintiff alleges on behalf of itself and a putative nationwide class that Defendants violated the federal Telephone Consumer Protection Act (“TCPA”), 47 U.S.C. § 227, and FCC regulations by faxing advertisements without the prior express invitation or permission of Plaintiff or the putative Class Members or without a valid opt-out notice. Plaintiff seeks statutory damages, injunctive relief, pre-judgment and post-judgment interest, and attorneys’ fees and costs on behalf of itself and a putative class.

1.2 Defendants' Denial Of Liability.

Defendants vigorously deny all claims asserted in the Lawsuit, deny all allegations of wrongdoing and liability, and contend that Defendants ultimately would prevail if the Litigation were to continue. Defendants nevertheless desire to settle all claims that are asserted, or which could have been asserted, on the terms and conditions set forth herein, solely for the purpose of avoiding the burden, expense, and uncertainty of continuing litigation and for the purpose of putting to rest the controversies engendered by this Litigation. Nothing in this Agreement or any other document shall be construed as an admission or evidence of any violation of any federal or state statute, rule or regulation, or principle of common law or equity, or of any liability or wrongdoing whatsoever, or of the truth of any of the claims asserted or to be asserted in the Lawsuit, or of the infirmity of any defenses that have been raised or could be raised by Defendants against the operative Second Amended Complaint (the "Complaint"). Further, Defendants are not estopped or otherwise precluded from challenging allegations in the Lawsuit in further proceedings in this or any other action if the Settlement is not finally approved.

1.3 Settlement Through Mediation.

Plaintiff's Counsel and counsel for Defendants engaged in extensive good-faith, arm's-length negotiations and participated in a formal mediation session on July 31, 2018, before Martin Quinn, Esq. of JAMS. The Parties' negotiations and the mediation session resulted in an agreement on the principal terms of a settlement pursuant to an agreed term sheet. It is the Parties' desire and intention by entering into this Agreement to effect a full, complete, and final settlement and resolution of all existing disputes and claims that relate to or arise out of the facts and claims alleged in the Lawsuit.

Defendants have agreed to make available, subject to Section V below, up to fifteen million five hundred thousand dollars (\$15,500,000.00) to fund the settlement, which shall be

available to pay Class Members who submit valid claims as further defined herein, to pay attorneys' fees and out-of-pocket litigation expenses to Plaintiff's counsel, to pay an incentive award to Plaintiff, and to pay the costs of notifying the Settlement Class and administering the settlement through a third-party claims administrator (the "Settlement Fund").

1.4 Plaintiff's Counsel's Investigation.

Plaintiff's Counsel have investigated the relevant facts and researched the law relating to the Litigation, determining, among other things, that Defendants successfully sent 225,940 facsimiles to 68,166 unique fax numbers between October 13, 2012, and the present. Plaintiff's Counsel have concluded that a settlement with Defendants on the terms set forth herein is fair, reasonable, adequate, and in the best interests of the Settlement Class based upon their investigation and informal discovery, and taking into account the sharply contested issues involved, Defendants' arguments that problems of proof and legal defenses may be an impediment to the claims asserted by Plaintiff, the risks, uncertainty, and cost of further prosecution of the Lawsuit, and the substantial benefits to be received pursuant to this Agreement.

NOW, THEREFORE, in consideration of the promises and agreements set forth herein, it is hereby STIPULATED AND AGREED, subject to the Court's approval as required by Arkansas Rule of Civil Procedure 23, that each and every Claim (defined below) of Plaintiff and of the Settlement Class, as described in Section 3.2 below, shall be fully and finally settled and compromised and dismissed with prejudice, and shall be fully discharged and released upon and subject to the following terms and conditions:

II. DEFINITIONS

2.1 "Agreed Payments" means the payments to be distributed from the Settlement Fund pursuant to Section 5.1 of this Agreement.

2.2 Both “Agreement” and “Settlement” mean this Stipulation and Agreement of Settlement, including all exhibits hereto.

2.3 “Claim” means and “Claims” mean any and all actual or potential claims, actions, causes of action, suits, counterclaims, cross claims, third party claims, contentions, allegations, and assertions of wrongdoing, and any demands for any and all debts, obligations, liabilities, damages (whether actual, compensatory, treble, punitive, exemplary, statutory, or otherwise), attorneys’ fees, costs, expenses, restitution, disgorgement, injunctive relief, any other type of equitable, legal, or statutory relief, any other benefits, or any penalties of any type whatever, whether known or unknown, suspected or unsuspected, contingent or non-contingent, or discovered or undiscovered, whether asserted in federal court, state court, arbitration or otherwise, and whether triable before a judge or jury or otherwise, including, without limitation, those based on violation of the TCPA, or any other state, federal, or local law, statute, regulation, or common law, that were alleged (or that could have been alleged based on the same or similar facts and circumstances) in the Lawsuit or the Complaint.

2.4 “Claim Form” means the form that Settlement Class Members must timely submit to the Settlement Administrator in order to receive a Settlement Payment set forth in Section VI and V below, substantially in the form attached hereto as **Exhibit C**.

2.5 “Court” means the Circuit Court of Lonoke County, Arkansas.

2.6 “Complaint” means the Second Amended Complaint filed in the Lawsuit.

2.7 “Defendants” mean defendants QIAGEN North American Holdings Inc. and QIAGEN LLC (formerly QIAGEN Inc.) and its affiliates, divisions, subsidiaries, and any successors in interest.

2.8 “Effective Date” means five (5) business days after the Judgment has become Final.

2.9 “Fax Notice” means the form of notice set forth in Section 8.3 below, substantially in the form attached hereto as **Exhibit B**.

2.10 “Final” means the date the Judgment becomes final for all purposes, except as set forth in Section 10.1 below, because either (i) no appeal has been filed and the time within which an appeal may be filed has lapsed, or (ii) if a timely appeal has been filed, the appeal is finally resolved, with no possibility of further appellate or other review, resulting in final judicial approval of the Settlement.

2.11 “Final Approval Order and Judgment” means the final order and judgment to be entered by the Court in the Lawsuit finally approving this Settlement and resolving all issues between the Parties, dismissing the Lawsuit with prejudice, and entering final judgment in accordance with this Agreement, substantially in the form attached hereto as **Exhibit D**.

2.12 “Final Fairness Hearing” and “Final Approval Hearing” mean the hearing at which the Court will consider and finally decide whether to approve the Settlement provided for in this Agreement, enter Judgment, and make such rulings as are contemplated by this Agreement.

2.13 “Lawsuit” and “Litigation” mean the putative class action entitled *ARcare Inc. v. QIAGEN North American Holdings and QIAGEN Inc.*, Case No. 43CV-17-47, currently pending in the Circuit Court of Lonoke County, Arkansas.

2.14 “Notice” means the method of notice set forth in Section 8.3 below.

2.15 “Plaintiff” and “ARcare” mean plaintiff ARcare, Inc., individually and as putative class representative of the Settlement Class, including any of its affiliates, subsidiaries, divisions, and any successors in interest.

2.16 “Plaintiff’s Counsel” and “Class Counsel” mean Carney Bates & Pulliam PLLC.

2.17 “Preliminary Approval Order” means an order to be entered by the Court in the Lawsuit, as provided for in Section 9.1 below, substantially in the form attached hereto as

Exhibit A.

2.18 “Released Claims” means the Claims released by this Agreement as set forth in Section 7.1 below.

2.19 “Released Parties” means Defendants, together with their predecessors, successors (including, without limitation, acquirers of all or substantially all of its assets, stock or other ownership interests) and assigns; the past, present, and future, direct and indirect, parents, subsidiaries and affiliates of any of the above; and the past, present, and future principals, trustees, partners, claims administrators (including, without limitation, KCC LLC), officers, directors, employees, agents, attorneys, shareholders, advisors, predecessors, successors (including, without limitation, acquirers of all or substantially all of their assets, stock, or other ownership interests), assigns, representatives, heirs, executors, and administrators of any of the above.

2.20 “Settlement Administrator” means KCC LLC, the third-party administrator agreed to by the Parties to administer the Settlement as set forth in this Agreement, or such other administrator as may be agreed to by the Parties or ordered by the Court.

2.21 “Settlement Class” and “Settlement Class Member” mean, include, and refer to Plaintiff and any other person and/or entity that falls within the definition of the Settlement Class, certified solely for purposes of the Settlement, as provided for in Section 3.2 below.

2.22 “Settlement Payment” means an up-to three hundred thirty-five dollar (\$335) payment to a qualifying Settlement Class Member as set forth in Section V below.

2.23 “Settlement Fund” means the total cash consideration of fifteen million five hundred thousand dollars (\$15,500,000) to be paid by Defendants under this Agreement, as described in Section 5.1.

2.24 “TCPA” means the Telephone Consumer Protection Act, 47 U.S.C. § 227.

III. THE SETTLEMENT CLASS

3.1 Certification Of Settlement Class For Settlement Purposes Only. Defendants dispute that the elements of Arkansas Rule of Civil Procedure 23 are satisfied for purposes of a litigation class, dispute that a litigation class would be manageable, and deny that any litigation class may be certified in the Lawsuit. However, solely for purposes of avoiding the expense and inconvenience of further litigation, Defendants do not oppose certification, for settlement purposes only, of the Settlement Class. No agreements made by Defendants in connection with the Settlement may be used by Plaintiff, any Settlement Class Member, or any other person to establish any of the elements of class certification other than for settlement purposes. Preliminary certification of a Settlement Class shall not be deemed a concession that certification of a litigation class is appropriate, nor are Defendants estopped or otherwise precluded from challenging class certification in further proceedings in the Lawsuit or in any other action if the Settlement is not finally approved.

3.2 Definition of the Settlement Class. Solely for purposes of this Settlement, the Parties stipulate that the requirements of Arkansas Rule of Civil Procedure 23(a) and (b) are satisfied and that, subject to Court approval, the following Settlement Class should be provisionally certified:

All persons and entities to which Defendants transmitted one or more facsimiles, from October 13, 2012 through the date of preliminary approval, that (1) provided information regarding goods or services offered by Defendants, and/or (2) did not include a proper opt out notice

under the TCPA because it did not (a) provide a toll free telephone number and facsimile number where the fax recipient may make a request to the sender not to send any future ads and/or (b) inform the fax recipient that the sender's failure to comply within 30 days of such a request is unlawful.

The Settlement Class will be certified pursuant to Arkansas Rule of Civil Procedure 23(b) and (e), and all Settlement Class Members shall have the right to exclude themselves by way of an opt-out procedure set forth in the Preliminary Approval Order.

IV. THE SETTLEMENT ADMINISTRATOR

4.1 The Settlement Administrator. KCC LLC (the "Settlement Administrator") shall serve as the Settlement Administrator. The Settlement Administrator will administer the Notice, assist the Class Members in completing claim forms, receive the claim forms, provide a list of accepted and rejected claims and the total to be paid to each claimant to counsel for the Parties, and administer and make payment of valid claims to eligible Class Members. Upon request, the Settlement Administrator will provide copies of all claim forms to counsel for the Parties and will obtain information from, and provide information and documents to, claimants necessary for tax purposes. The Parties agree to cooperate in good faith regarding the resolution of any dispute over the validity or timeliness of any submitted claim forms. All reasonable fees and costs of the Settlement Administrator, including the costs associated with paying third parties to provide notice to the class, shall be paid out of the Settlement Fund.

V. THE SETTLEMENT FUND

5.1 The Settlement Fund. Defendants have agreed to make a fund of fifteen million five hundred thousand dollars (\$15,500,000.00) available to settle this case on a class-wide basis, which shall constitute the total amount of the Settlement Fund, inclusive of any payment of attorneys' fees, costs, and settlement notice and administration costs described below. Specifically, Defendants have agreed to pay the following out of the Settlement Fund:

- a. Payments of up to \$335 to each Settlement Class Member who timely submits a valid Claim Form that is approved by the Settlement Administrator;
- b. an incentive payment to Plaintiff as the class representative of the Settlement Class to be determined by the Court but not to exceed \$10,000;
- c. attorneys' fees to class counsel as determined and awarded by the Court but not to exceed 30% of the Settlement Fund; and
- d. reasonable, legally recoverable attorneys' costs not to exceed \$75,000.

Defendants are not required to place all or any portion of the Settlement Fund into a separate bank account. Specifically, Defendants will *not* relinquish control of any money until the Agreed Payments are due, as set forth in Section 5.2 below. Except for the Agreed Payments, Defendants shall keep all unclaimed amounts in the Settlement Fund, and all unclaimed monies shall be deemed to be continuously within the legal control of Defendants. Defendants shall not be responsible for any payment or obligation other than specified in this Agreement. After all Agreed Payments are made and the timing to negotiate the Agreed Payments as set forth in Section 5.3 has expired, any remaining amounts in the Settlement Fund shall revert back to Defendants, and Defendants shall have no obligation to make any further payments.

5.2 Timing of Payments. Contributions to, and payments from, the Settlement Fund shall be made as follows:

- a. Defendants shall make timely payments for settlement notice and administration costs as required by KCC.
- b. Within ten (10) business days following Defendants' receipt in writing of the Settlement Administrator's completed tabulation of the total number of valid and timely Claim Forms, but not earlier than the Effective Date, Defendants will remit payment to the Settlement Administrator in an amount sufficient to fully satisfy the payments owed to all Class Members pursuant to the terms of this Settlement.
- c. Within ten (10) business days of the Effective Date, the Settlement

Administrator will distribute checks to all Class Members who submitted valid Claim Forms pursuant to the terms of this Agreement. The Settlement Administrator shall pay up to \$335.00 (“Settlement Payment”) to each Settlement Class Member who submits a timely and valid Claim Form approved by the Settlement Administrator. Settlement Class Members are entitled to submit one (1) Claim Form and to receive only one Settlement Payment for each unique fax number.

- d. Within ten (10) business days of the Effective Date, Defendants shall pay to Class Counsel the attorneys’ fees, expenses, and incentive award as approved by the Court in its Final Approval Order and Judgment. No payments shall become due unless and until valid written payment instructions and completed W-9s for all payees are received by Defendants.

5.3 Time to Negotiate Settlement Payments. Settlement Class Members must negotiate their Settlement Payments within one hundred and eighty (180) days after issuance of the check. Defendants shall have no further obligation to pay Settlement Class Members who fail to comply. Settlement Payments not negotiated within the time provided herein shall be void. Proceeds from all void Settlement Payments will revert back to Defendants, and the Settlement Administrator shall return said funds to Defendants.

5.4 Proration of Settlement Payments. If amounts remaining in the Settlement Fund after payment of the costs of class notice and settlement administration, Class Counsel’s attorneys’ fees and costs, and an incentive award to Plaintiff, are insufficient to ensure that the amount of each Settlement Payment is three hundred thirty-five dollars (\$335), the amount of each Settlement Payment shall be reduced pro rata.

5.5 Settlement Fund Tax Status.

- a. The Parties agree to treat the Settlement Fund as being at all times a “qualified settlement fund” within the meaning of Treas. Reg. § 1.468B-1. In addition, the Settlement Administrator shall timely make such elections as necessary or advisable to carry out the provisions of this Section, including the “relation back election” (as defined in Treas. Reg. § 1.468B-1) back to the earliest permitted date. Such elections shall be made in compliance with the procedures and requirements contained in such regulations. It shall be the responsibility of the Settlement Administrator

to timely and properly prepare and deliver the necessary documentation for signature by all necessary parties, and thereafter to cause the appropriate filing to occur.

- b. For the purpose of Treasury Regulation § 1.468B of the Internal Revenue Code of 1986, as amended, and the regulations promulgated thereunder, the “administrator” shall be the Settlement Administrator. The Settlement Administrator shall timely and properly file all informational and other tax returns necessary or advisable with respect to the Settlement Fund (including, without limitation, the returns described in Treas. Reg. § 1.468B-2(k)). Such returns (as well as the election described in Section 5.5(a) above) shall be consistent with this Section and in all events shall reflect that all Taxes (including any estimated Taxes, interest or penalties) on the income earned by the Settlement Fund shall be paid out of the Settlement Fund as provided in Section 5.5(c).
- c. All (a) taxes (including any estimated taxes, interest or penalties) arising with respect to the income earned by the Settlement Fund, including any taxes or tax detriments that may be imposed upon the Released Parties with respect to any income earned by the Settlement Fund for any period during which the Settlement Fund does not qualify as a “qualified settlement fund” for federal or state income tax purposes (“Taxes”), and (b) expenses and costs incurred in connection with the operation and implementation of this Section (including, without limitation, expenses of tax attorneys and/or accountants and mailing and distribution costs and expenses relating to filing (or failing to file) the returns described in Section 5.5(b) (“Tax Expenses”), shall be paid out of the Settlement Fund; in no event shall the Released Parties have any responsibility for or liability with respect to the Taxes or the Tax Expenses. Taxes and Tax Expenses shall be timely paid by the Settlement Administrator out of the Settlement Fund without prior order from the Court, and the Settlement Administrator shall be obligated (notwithstanding anything herein to the contrary) to withhold from distribution any funds necessary to pay such amounts, including the establishment of adequate reserves for any Taxes and Tax Expenses (as well as any amounts that may be required to be withheld under Treas. Reg. § 1.468B-2(1)); the Released Parties are not responsible therefor nor shall they have any liability with respect thereto. The Parties hereto agree to cooperate with the Settlement Administrator, each other, and their tax attorneys and accountants to the extent reasonably necessary to carry out the provisions of this Section.

VI. ATTORNEYS’ FEES AND COSTS; INCENTIVE AWARD TO PLAINTIFF

6.1 Incentive Award, Attorneys’ Fees, and Reasonable Costs and Expenses. Pursuant to the terms of the Settlement, Plaintiff will request that the Court award it an incentive award of

up to \$10,000.00 from the Settlement Fund for serving as Class Representative. In addition, Class Counsel will request that the Court award them attorneys' fees in an amount equal to 30% of the Settlement Fund (\$4,650,000.00), plus reasonable legally recoverable out-of-pocket costs and expenses not to exceed \$75,000 from the Settlement Fund. Defendants reserve the right to oppose these requests to the extent Class Counsel's requests exceed the aforementioned amounts. The Parties agree to submit such disputes to the Court, which shall decide the issues at the time it deems appropriate. The awarded amounts will be set forth in the Final Approval Order and shall be paid from the Settlement Fund in accordance with Section V above.

VII. RELEASE AND DISMISSAL

7.1 Release. As of the Effective Date of the Agreement, Plaintiff and each Settlement Class Member, their respective heirs, executors, administrators, representatives, agents, attorneys, partners, successors, predecessors-in-interest, assigns, and all persons acting for or on their behalf, shall be deemed to have fully, finally, and forever released the Released Parties from all Claims described in Section 2.3 above. Without limiting the foregoing, the Claims released pursuant to this Settlement specifically extend to Claims that Settlement Class Members do not know or suspect to exist in their favor as of or prior to the Effective Date. The Parties, and all Settlement Class Members, agree that this paragraph constitutes a waiver of Section 1542 of the California Civil Code and any similar or comparable provisions, rights, and benefits conferred by the law of any state or territory of the United States or any jurisdiction, and any principle of common law. Section 1542 of the California Civil Code 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.

Plaintiff and each Settlement Class Member understand and acknowledge the significance of these waivers of California Civil Code Section 1542 and/or of any other applicable law relating to limitations on releases. In connection with such waivers and relinquishment, Plaintiff and each Settlement Class Member acknowledge that they are aware that they may hereafter discover facts in addition to, or different from, those facts which they now know or believe to be true with respect to the subject matter of the Settlement, but that they release fully, finally, and forever all Claims, and in furtherance of such intention, the release will remain in effect notwithstanding the discovery or existence of any such additional or different facts. The Parties acknowledge (and all Settlement Class Members by operation of law shall be deemed to have acknowledged) that the release of unknown Claims as set forth herein was separately bargained for and was a key element of the Settlement.

7.2 Judgment/Dismissal. The Parties agree to use their best efforts to obtain approval of the Settlement and entry of the orders contemplated herein, including without limitation, the Final Approval Order and Judgment.

7.3 Class Enjoined. On the Effective Date, all members of the Settlement Class who have not previously excluded themselves or did not exclude themselves as required by the Notice as set forth in Section 9.1 (and any person or entity claiming by or through him, her, or it, as heir, administrator, devisee, predecessor, successor, attorney, representative of any kind, shareholder, partner, director or owner of any kind, affiliate, subrogee, assignee, or insurer) will be forever barred and permanently enjoined from directly, indirectly, representatively, or in any other capacity filing, commencing, prosecuting, continuing, litigating, intervening in, participating in as Class Members or otherwise, or receiving any benefits or other relief from any other lawsuit, any other arbitration, or any other administrative, regulatory, or other proceeding against

Defendants (and each of their current and former parents, subsidiaries, affiliates, controlled companies, officers, directors, members, managers, shareholders, employees, predecessors, successors, assigns, agents and attorneys) about the Released Claims; and all persons and entities shall be forever barred and permanently enjoined from filing, commencing, or prosecuting any other lawsuit as a class action against Defendants (including by seeking to amend a pending complaint to include class allegations or by seeking class certification in a pending action in any jurisdiction) on behalf of Settlement Class Members who have not timely excluded themselves from the Settlement Class if such other lawsuit is based on or arises from the Released Claims.

VIII. NOTICE AND SETTLEMENT ADMINISTRATION

8.1 Costs Of Notice And Administration. The costs of notice and administration shall be paid or deducted from the Settlement Fund as described in Sections 5.1 and 5.2 above. Class Counsel and Defendants shall approve the costs for notice and administration before any costs are incurred.

8.2 List of Settlement Class Members. Defendants shall provide a list of Settlement Class Members and their last-known facsimile numbers, in the form of an Excel spreadsheet, to the Settlement Administrator and Class Counsel within three (3) business days following execution of this Agreement.

8.3 Class Notice. Notice to the Settlement Class shall be disseminated within twenty (20) business days following entry of the Preliminary Approval Order, as follows:

- a. Fax Notice. Fax Notice, substantially in the form attached hereto as **Exhibit B**, will be faxed to all Settlement Class Members, at the most recent fax number shown in Defendants' reasonably accessible electronic records, as maintained in the ordinary course of business, for the fax number at issue. In the event the initial facsimile transmission is unsuccessful, one additional attempt to send the Fax Notice shall be made.
- b. Settlement Website. The Settlement Administrator shall post the Notice on the Settlement Website, and shall ensure that the Settlement Website

contains this Agreement, the Notice, the Court's Orders, and other appropriate information about the Settlement. The Settlement Administrator shall maintain the Settlement Website until the Effective Date.

8.4 Requests For Settlement Payments. To be considered for a Settlement Payment, a Claim Form must be completed and signed (either by manual or electronic signature) as detailed herein, and (a) submitted online at the Settlement Website, (b) faxed to the Settlement Administrator (b) faxed to the Settlement Administrator at the fax number specified in the Claim Form, or (c) mailed to the Settlement Administrator at the address specified in the Claim Form. Settlement Class Members must submit Claim Forms (postmarked, for those Claim Forms submitted by mail) no later than 60 days after the Settlement Administrator sends the Fax Notice. Settlement Class Members requesting Settlement Payments must certify that the fax number(s) identified in and/or attached to the Claim Form belonged to the Settlement Class Member throughout the period from October 13, 2012, through the date of the Preliminary Approval Order.

IX. PRELIMINARY APPROVAL

9.1 Preliminary Approval Order. Within seven (7) business days of execution of this Agreement, Plaintiff will seek the Court's approval of this Agreement by filing an appropriate Motion for Preliminary Approval and seeking entry of a Preliminary Approval Order substantially in the form attached hereto as **Exhibit A**. The Parties shall cooperate in presenting such papers to the Court as may be necessary to effectuate the intent and purposes of this Agreement and Defendants shall approve such papers in advance of filing. Among other things, the Motion and Preliminary Approval Order shall specifically include the following:

- a. A determination that, for settlement purposes only, the Lawsuit may be maintained as a class action on behalf of the Settlement Class;
- b. A finding that the Notice as described in Section 8.3 above is the only

notice to the Settlement Class that is required, and that such Notice satisfies the requirements of Due Process, the Arkansas Rules of Civil Procedure, and any other applicable laws;

- c. A preliminary finding that this Agreement is fair, reasonable, adequate, and within the range of possible approval;
- d. A discussion of Defendants' defenses as approved by the Defendants that fairly present the risks of the Plaintiff continuing with the Litigation.
- e. A preliminary finding that Plaintiff fairly and adequately represents the interests of the Settlement Class;
- f. A preliminary appointment of Class Counsel finding that Class Counsel are adequate to act as counsel for the Settlement Class;
- g. A scheduled date for the Final Fairness Hearing, which the Parties shall request be approximately ninety (90) days after entry of the Preliminary Approval Order, to determine whether there exists any reasonable basis why the Settlement should not be finally approved as being fair, reasonable and adequate, and in the best interests of the Settlement Class and why Judgment should not be entered thereon;
- h. Establishment of a procedure for filing claims and setting a deadline to file claims that is no later than sixty (60) days after the Settlement Administrator sends the Fax Notice;
- i. Establishment of a procedure for Settlement Class Members to opt-out of the proposed Settlement and setting a postmark deadline of sixty (60) days after the Settlement Administrator sends the Fax Notice, after which no Settlement Class Member shall be allowed to opt-out of the Settlement Class;
- j. Establishment of a procedure for Settlement Class Members to object to the proposed Settlement and setting a postmark deadline of sixty (60) days after the Settlement Administrator sends the Fax Notice, after which no Settlement Class Member shall be allowed to object to the proposed Settlement;
- k. Entry of a preliminary injunction as to Plaintiff, all Settlement Class Members and any person or entity allegedly acting on behalf of Settlement Class Members, either directly, representatively or in any other capacity, enjoining them from commencing or prosecuting against the Released Parties, any action or proceeding in any court or tribunal asserting any of the Released Claims; and
- l. Entry of a stay of all proceedings in the Lawsuit except as may be necessary to implement the Settlement or comply with the terms of the

Agreement.

9.2 Denial Of Preliminary Approval Order. If the Court fails for any reason to enter the Preliminary Approval Order substantially in the form attached hereto as Exhibit A or to certify the Settlement Class for settlement purposes consistent with the provisions hereof, and if all Parties do not agree jointly to appeal such ruling, this Agreement shall terminate and be of no further force or effect without any further action by the Parties. In such an event, nothing in this Agreement or filed in connection with seeking entry of the Preliminary Approval Order shall be construed as an admission or concession by Defendants of the allegations raised in the Lawsuit, or any other action, of any fault, wrongdoing, or liability of any kind, nor are Defendants estopped or otherwise precluded from challenging those allegations in further proceedings in the Lawsuit or in any other action.

9.3 Opt-Out/Requests For Exclusion From Settlement.

- a. Requests For Exclusion. Prospective Settlement Class Members shall be given the opportunity to opt out of the Settlement Class. All requests by Settlement Class Members to be excluded must be in writing, sent to the Settlement Administrator and postmarked no later than sixty (60) days after the Settlement Administrator sends the Fax Notice. To be valid, a request for exclusion must be personally signed by the Settlement Class Member and must include: (i) the Settlement Class Member's name, address, telephone number and fax number(s); (ii) a sentence certifying that he or she is a Settlement Class Member; and (iii) the following statement: **"I request to be excluded from the class settlement in *ARcare Inc. v. QIAGEN North American Holdings and QIAGEN Inc., Case No. 43CV-17-47, Circuit Court of Lonoke County, Arkansas.*"** No Settlement Class Member, or any person acting on behalf of or in concert or participation with that Settlement Class Member, may exclude any other Settlement Class Member from the Settlement Class.
- b. Delivery To Parties; Certification To The Court. The Settlement Administrator shall provide copies of the original requests for exclusion to the Parties by no later than ten (10) days after the opt-out deadline. Not later than ten (10) days before the Final Fairness Hearing, the Settlement Administrator shall file with the Court a declaration verifying that Notice has been provided to the Settlement Class as set forth herein and listing all valid opt-outs received.

- c. Effect. All prospective Settlement Class Members who timely exclude themselves from the Settlement Class will not be eligible to receive any payment pursuant to the Settlement, will not be bound by any further orders or judgments in the Lawsuit, and will preserve their ability to independently pursue any individual claims for damages they may have against Defendants by filing their own individual lawsuit at their own expense. In the event of ambiguity as to whether a Settlement Class Member has requested to be excluded (such as through a submission of both a request for exclusion and a Claim Form or a request for a Settlement Payment, or by negotiating a Settlement Payment), the Settlement Class Member shall be deemed not to have requested exclusion.

- d. Right To Withdraw For Excessive Opt-Outs. If the number of Settlement Class Members who request exclusion exceeds five hundred (500), Defendants may terminate the Agreement in its sole discretion and the Parties shall be returned to the status quo ante as of July 31, 2018, for all litigation purposes, as if no settlement had been negotiated or entered into. If Defendants exercise this right to declare the Agreement void, it shall provide Plaintiff's Counsel with written notice of this election no later than ten (10) days before the Final Fairness Hearing. If Defendants declare this Agreement void, nothing in this Agreement or filed in connection with seeking entry of the Preliminary Approval Order shall be construed as an admission or concession by Defendants of the allegations raised in the Lawsuit, or any other action, of any fault, wrongdoing or liability of any kind, nor are Defendants estopped from challenging those allegations in further proceedings in the Lawsuit or in any other action.

9.4 Objections To Settlement.

- a. Right To Object. Any Settlement Class Member who has not previously opted-out in accordance with the terms of this Agreement, may appear at the Final Fairness Hearing to argue that the proposed Settlement should not be approved and/or to oppose the application of Class Counsel for an award of attorneys' fees and costs and the service award to Plaintiff.

- b. Deadline. Any such objection must be filed with the Clerk of the Circuit Court of Lonoke County, 2nd Street Court Building, 119 E. 2nd Street, Lonoke, Arkansas 72086, not later than sixty (60) days after the Settlement Administrator sends the Fax Notice. Copies of all objections also must be served or mailed, postmarked no later than sixty (60) days after the Settlement Administrator sends the Fax Notice, to each of the following:

Class Counsel
Randy Pulliam
Carney Bates & Pulliam, PLLC

519 W. 7th St.
Little Rock, Arkansas 72201

and

Counsel for Defendants
Robert Milligan and Joseph Escarez
Seyfarth Shaw LLP
2029 Century Park East, Suite 3500
Los Angeles, California 90067

- c. Content Of Objections. All objections must include: (i) the objector's name, address, telephone number and fax number(s); (ii) a sentence certifying that to the best of his or her knowledge he or she is a Settlement Class Member; (iv) the factual basis and legal grounds for the objection to the Settlement; (v) the identity of witnesses whom the objector may call to testify at the Final Fairness Hearing; and (vi) copies of exhibits the objector may seek to offer into evidence at the Final Fairness Hearing.

X. FINAL APPROVAL OF SETTLEMENT AND OTHER CONDITIONS

10.1 Final Fairness Hearing. On a date to be set by the Court, Plaintiff will seek from the Court an order granting final approval of the Settlement and entering Judgment in the Lawsuit, substantially in the form attached hereto as **Exhibit D**. The Final Approval Order will provide:

- a. That the Lawsuit, for purposes of the Settlement, may be maintained as a class action on behalf of the Settlement Class;
- b. That Plaintiff fairly and adequately represents the interests of the Settlement Class;
- c. That Class Counsel adequately represents Plaintiff and the Settlement Class;
- d. A discussion of Defendants' defenses as approved by the Defendants that fairly present the risks of the Plaintiff continuing with the Litigation;
- e. That the Notice satisfied the requirements of Due Process, the Arkansas Rules of Civil Procedure and any other applicable laws;
- f. That the Settlement is fair, reasonable and adequate to the Settlement Class and that each Settlement Class Member shall be bound by the Settlement, including the Releases contained in Section 7.1 above;

- g. That the Settlement represents a fair resolution of all claims asserted on behalf of the Settlement Class and fully and finally resolves all such claims;
- h. That this Agreement should be, and is, finally approved;
- i. For the amount of attorneys' fees and costs awarded to Plaintiff's Counsel and the amount of a service award awarded to Plaintiff for serving as Class Representative to be paid from the Settlement Fund;
- j. Confirmation of the opt-outs from the Settlement;
- k. Appropriate responses to any objections to the Settlement;
- l. For dismissal, on the merits and with prejudice, of all claims in the Lawsuit, and permanently enjoin each and every Settlement Class Member (except those who have validly excluded themselves from the Settlement Class) from bringing, joining or continuing to prosecute against the Released Parties any Released Claims and enter Judgment thereon; and
- m. For retaining jurisdiction of all matters relating to the modification, interpretation, administration, implementation, effectuation and enforcement of this Agreement and the Settlement.

XI. TERMINATION OF AGREEMENT

11.1 Non-Approval Of Agreement. This Agreement is conditioned upon final approval without modification by the Court in the Lawsuit. In the event that the Agreement is not so approved, the Parties shall return to the status quo ante as of July 31, 2018, as if no Agreement had been negotiated or entered into. Moreover, the Parties shall be deemed to have preserved all of their rights or defenses as of July 31, 2018, and shall not be deemed to have waived any substantive or procedural rights of any kind that they may have as to each other or any member of the proposed Settlement Class. In the event that the Agreement is approved without modification by the Court but is later reversed or vacated on appeal, each of the Parties shall have the right to withdraw from the Agreement and return to the status quo ante as of July 31, 2018, for all litigation purposes, as if no Agreement had been negotiated or entered into, and

shall not be deemed to have waived any substantive or procedural rights of any kind that they may have as to each other or any member of the proposed Settlement Class.

XII. MISCELLANEOUS PROVISIONS

12.1 For Settlement Purposes Only. This Agreement is entered into to resolve all disputes among Defendants, on the one hand, and Plaintiff and the Settlement Class on the other. The assertions, statements, agreements and representations made herein are for purposes of settlement only and the Parties expressly agree that if the Settlement is not preliminarily and finally approved, this Agreement is null and void and may not be used by any of the Parties for any purpose whatsoever.

12.2 Cooperation. Plaintiff and Defendants agree to cooperate fully with one another to effect the consummation of this Agreement and to achieve the settlement provided for herein, with the caveat that Defendants' covenant to cooperate shall not be construed as a waiver of their right to object to Class Counsel's requests for attorneys' fees, costs, and expenses in this matter, to the extent permitted above in Section 6.1.

12.3 Court Submission. Within ten (10) business days after the parties execute this Agreement, Class Counsel will submit this Agreement and the Exhibits hereto, along with such other supporting papers as may be appropriate, to the Court for preliminary approval of this Agreement pursuant to Arkansas Rule of Civil Procedure 23. If the Court declines to grant preliminary approval of this Agreement and to order notice of hearing with respect to the proposed Class, or if the Court declines to grant final approval to the foregoing after such notice and hearing, this Agreement will terminate as soon as the Court enters an order unconditionally and finally adjudicating that this Agreement and Settlement will not be approved.

12.4 Integration Clause. This Agreement contains the full, complete, and integrated statement of each and every term and provision agreed to by and among the Parties and

supersedes any prior writings or agreements (written or oral) between or among the Parties, which prior agreements may no longer be relied upon for any purpose. This Agreement shall not be orally modified in any respect and can be modified only by the written agreement of the Parties supported by acknowledged written consideration.

12.5 Headings. Headings contained in this Agreement are for convenience of reference only and are not intended to alter or vary the construction and meaning of this Agreement.

12.6 Binding and Benefiting Others. This Agreement shall be binding upon and inure to the benefit or detriment of the Parties and the Settlement Class Members, and to their respective agents, employees, representatives, trustees, officers, directors, shareholders, divisions, parent corporations, subsidiaries, affiliates, divisions, heirs, executors, assigns, predecessors in interest, and successors in interest.

12.7 Representations and Warranties. The Parties each further represent, warrant, and agree that, in executing this Agreement, they do so with full knowledge of any and all rights that they may have with respect to the claims released in this Agreement and that they have received independent legal counsel from their attorneys with regard to the facts involved and the controversy herein compromised and with regard to their rights arising out of such facts. Each of the individuals executing this Agreement warrants that he or she has the authority to enter into this Agreement and to legally bind the party for which he or she is signing.

12.8 Governing Law. The contractual terms of this Agreement shall be interpreted and enforced in accordance with the substantive law of the State of Arkansas, without regard to its conflict of laws and/or choice of law provisions.

12.9 Mutual Interpretation. The Parties agree and stipulate that this Agreement was negotiated on an arm's-length basis between Parties of equal bargaining power. Also, Class Counsel and counsel for Defendants have drafted the Agreement jointly. Accordingly, no ambiguity shall be construed in favor of or against any of the Parties. Each of the Parties acknowledges but does not concede to or agree with the statements of the other Parties regarding the merits of the claims.

12.10 Counterparts. This Agreement may be executed in counterparts, each of which shall be deemed to be an original, and such counterparts together shall constitute one and the same instrument. Facsimile and .pdf signatures shall bind the Parties to this Agreement as though they are original signatures.

12.11 Severability. In the event any one or more of the provisions contained in this Agreement shall for any reason be held invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provisions if the Parties and their counsel mutually elect by written stipulation to be filed with the Court within twenty (20) days to proceed as if such invalid, illegal, or unenforceable provisions had never been included in this Agreement.

12.12 Continuing Jurisdiction. Without affecting the finality of the Judgment, the Court shall retain continuing jurisdiction over the Litigation and the Parties, including all members of the Settlement Class, the administration and enforcement of this Agreement and the settlement, and the benefits to the Settlement Class hereunder, including for such purposes as supervising the implementation, enforcement, construction, and interpretation of this Agreement, the order preliminarily approving the settlement, the Final Approval Order and Judgment, hearing, and determining an application by Class Counsel for an award of fees and expenses, and the

distribution of settlement proceeds to the Settlement Class. Any dispute or controversies arising with respect to the interpretation, enforcement, or implementation of the Agreement shall be presented by motion to the Court.

[SIGNATURES ON FOLLOWING PAGE]

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed on the date set forth beside their respective signatures.

DATED: _____

ARCARE, INC.

By: _____

Its: _____

DATED: _____

QIAGEN NORTH AMERICAN HOLDINGS
INC.

By: _____

Its: _____

DATED: _____

QIAGEN LLC

By: _____

Its: _____

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed on the date set forth beside their respective signatures.

DATED: _____

ARCARE, INC.

By: Steven Blinn

Its: CEO

DATED: _____

QIAGEN NORTH AMERICAN HOLDINGS
INC.

By: _____

Its: _____

DATED: _____

QIAGEN LLC

By: _____

Its: _____

EXHIBIT A

IN THE CIRCUIT COURT OF LONOKE COUNTY, ARKANSAS

ARCARE, INC.,

PLAINTIFF

v.

Case No. 43CV-17-47

QIAGEN NORTH AMERICAN HOLDINGS, INC.
and QIAGEN INC.

DEFENDANTS

**ORDER GRANTING PRELIMINARY APPROVAL
TO PROPOSED CLASS ACTION SETTLEMENT**

WHEREAS, Class Representative ARcare, Inc. (“Plaintiff” or “Class Representative”) and defendants QIAGEN North American Holdings Inc. and QIAGEN LLC (“Defendants”, collectively with Plaintiff referred to as the “Parties”) have reached a proposed settlement and compromise of the disputes between them in the above-captioned action, which is embodied in a Stipulation and Agreement of Settlement (the “Settlement Agreement”) filed with the Court;

WHEREAS, the Parties have applied to the Court for preliminary approval of the proposed Settlement of the Action, the terms and conditions of which are set forth in the Settlement Agreement;

AND NOW, the Court having read and considered the Settlement Agreement and accompanying documents, and the Parties to the Settlement Agreement having stipulated to the entry of this Order, IT IS HEREBY ORDERED AS FOLLOWS:

1. The capitalized terms used in this Preliminary Approval Order shall have the same meaning as defined in the Settlement Agreement except as may otherwise be ordered.
2. Subject to further consideration by the Court at the time of the Final Approval Hearing, the Court preliminarily approves the Settlement as fair, reasonable, and adequate to the Settlement Class Members, as falling within the range of possible final approval, and as meriting submission to the Settlement Class Members for their consideration.

3. For purposes of the Settlement only, the Settlement Class shall be defined as:

All persons and entities to which Defendants transmitted one or more facsimiles, from October 13, 2012 through the date of preliminary approval, that (1) provided information regarding goods or services offered by Defendants, and/or (2) did not include a proper opt out notice under the TCPA because it did not (a) provide a toll free telephone number and facsimile number where the fax recipient may make a request to the sender not to send any future ads and/or (b) inform the fax recipient that the sender's failure to comply within 30 days of such a request is unlawful.

4. The Court preliminarily finds, solely for purposes of considering this Settlement, that the requirements of Arkansas Rule of Civil Procedure 23(a) appear to be satisfied: (1) members of the Settlement Class are too numerous to be joined individually; (2) there are questions of law or fact common to the Settlement Class; (3) the claims or defenses of the Class Representative is typical of the claims or defenses of the Settlement Class; and (4) the Class Representative and its counsel will fairly and adequately protect the interests of the Settlement Class.

5. The Court preliminarily finds, solely for purposes of considering this Settlement, that the requirements of Arkansas Rule of Civil Procedure 23(b) also appear to be satisfied: (1) questions of law or fact common to members of the Settlement Class predominate over any questions affecting only individual members; and (2) a class action is superior to other available methods for the fair and efficient adjudication of the controversy.

6. The Court appoints ARcare, Inc. as Class Representative and Carney Bates & Pulliam, PLLC as Class Counsel for purposes of this Settlement. The Court preliminarily finds that the Class Representative and Class Counsel have fairly and adequately represented and protected the interests of the absent members of the Settlement Class in accordance with Arkansas Rule of Civil Procedure 23.

7. The Settlement Administrator will be KCC LLC. The Settlement Administrator shall be responsible for administering the Settlement according to the terms set forth in the Settlement Agreement.

8. A Final Approval Hearing shall be held before this Court at _____ a.m./p.m. on _____, 2018, to address: (a) whether the proposed Settlement should be finally approved as fair, reasonable, and adequate; (b) whether a final Order and Judgment should be entered; (c) whether Class Counsel's application for attorneys' fees and expenses should be approved; (d) whether the payment of an incentive award, as set forth in the Settlement Agreement, should be approved; (e) whether any objections to the Settlement have been made to resolve those objections; and (f) any other matters that the Court deems appropriate.

9. With the exception of such proceedings as are necessary to implement, effectuate, and grant final approval to the terms of the Settlement Agreement, all proceedings are stayed in this Action and all Settlement Class Members are enjoined from commencing or continuing any action or proceeding in any court or tribunal asserting any claims encompassed by the Settlement Agreement unless the Settlement Class Member files a valid and timely request for exclusion.

10. The Court approves as to form and content the Claim Form and Fax Notice in the forms attached as Exhibits B and C to the Settlement Agreement. Within twenty (20) business days of the date of this Order, the Settlement Administrator shall cause the Fax Notice and Claim Form to be sent to all Settlement Class Members for whom fax numbers are reasonably available through Defendants' books and records for the Class Period.

11. The Court finds that the Parties' plan for providing notice to the Settlement Class Members (the "Notice Plan") described in Section VIII of the Settlement Agreement constitutes the best notice practicable under the circumstances and shall constitute due and sufficient notice

to the Settlement Class Members of the pendency of the Lawsuit, preliminary certification of the Settlement Class, the terms of the Settlement Agreement, and the Final Approval Hearing, and complies fully with the requirements of the Arkansas Rules of Civil Procedure, the Arkansas Constitution, the United States Constitution, and any other applicable law.

12. The Court further finds that the Notice Plan described in Section VIII of the Settlement Agreement will adequately inform the Settlement Class Members of their right to exclude themselves from the Settlement Class so as not to be bound by the terms of the Settlement Agreement. Any Settlement Class Member who desires to be excluded from the Settlement Class, and therefore not bound by the terms of the Settlement Agreement, must mail to the Settlement Administrator, pursuant to the instructions set forth in the Notice, a timely and valid written request for exclusion bearing a United States postmark within 60 days of Notice first being disseminated.

13. In order to be valid, a request for exclusion must include: (i) the Settlement Class Member's name, address, telephone number and fax number(s); (ii) a sentence certifying that he or she is a Settlement Class Member; and (iii) the following statement: "I request to be excluded from the class settlement in ARcare Inc. v. QIAGEN North American Holdings and QIAGEN Inc., Case No. 43CV-17-47, Circuit Court of Lonoke County, Arkansas." No Settlement Class Member, or any person acting on behalf of or in concert or participation with that Settlement Class Member, may exclude any other Settlement Class Member from the Settlement Class. Any Settlement Class Member who elects to be excluded shall not be entitled to receive any of the benefits of the Settlement, shall not be bound by the release of any claims pursuant to the Settlement Agreement, and shall not be entitled to object to the Settlement or appear at the Final

Approval Hearing. The names and addresses of all persons timely submitting valid requests for exclusion shall be provided to the Court at or before the Final Approval Hearing.

14. Any Settlement Class Member who timely submits a valid request for exclusion may not object to the Settlement Agreement, to Class Counsel's application for attorneys' fees and expenses, to the payment of Class Representative's incentive award, or to the proposed Final Approval Order and Judgment.

15. The Court further finds that the Notice Plan described in Section VIII of the Settlement Agreement will adequately inform the Settlement Class Members of their right to object to the Settlement Agreement. Any Settlement Class Member who desires to object to the Settlement must file with the Court and mail to the Settlement Administrator and counsel for the Parties, pursuant to the instructions set forth in the Notice, a timely and valid written objection bearing a United States postmark within 60 days of Notice first being disseminated.

16. In order to be valid, any Settlement Class Member making an objection must include the following in his, her or its objection: (i) the objector's name, address, telephone number and fax number(s); (ii) a sentence certifying that to the best of his or her knowledge he or she is a Settlement Class Member; (iv) the factual basis and legal grounds for the objection to the Settlement; (v) the identity of witnesses whom the objector may call to testify at the Final Fairness Hearing; and (vi) copies of exhibits the objector may seek to offer into evidence at the Final Fairness Hearing. Any such objection must be filed with the Clerk of the Circuit Court of Lonoke County, 2nd Street Court Building, 119 E. 2nd Street, Lonoke, Arkansas 72086, not later than sixty (60) days within 60 days of Notice first being disseminated, with copies sent to the Parties' counsel.

17. Service of all papers relating to an objection shall be made on counsel for the

Parties as follows:

Class Counsel,
Randy Pulliam
Carney Bates & Pulliam, PLLC
519 W. 7th St.
Little Rock, Arkansas 72201

Counsel for Defendants
Robert Milligan and Joseph Escarez
Seyfarth Shaw LLP
2029 Century Park East, Suite 3500
Los Angeles, California 90067

18. Settlement Class Members who fail to file and serve timely written objections in the manner specified above or who fail to appear at the Final Approval Hearing shall be deemed to have waived any objections and shall be foreclosed from making any objection (whether by appeal or otherwise) to the Settlement.

19. Any Settlement Class Member who files and serves a proper and timely objection shall have the right to appear and be heard at the Final Approval Hearing, either personally or through an attorney retained at the Settlement Class Member's own expense.

20. Any Settlement Class Member who does not make an objection in the time and manner provided in the Settlement Agreement shall be deemed to have waived such objection and shall be forever foreclosed from making any objection to the fairness or adequacy of the proposed Settlement, the payment of attorneys' fees and expenses, the payment of an incentive award, or the Final Approval Order and Judgment.

21. Not later than 10 days prior to the Final Approval Hearing, the Settlement Administrator and Defendants shall cause to be filed with the Court declarations attesting to compliance with the notice requirements set forth in the Settlement Agreement and herein.

22. Not later than 10 days prior to the Final Approval Hearing, the Parties shall file with the Court a Joint Motion in support of Final Approval of the Settlement, and in response to any objections. On or before the same date, Class Counsel and the Class Representative may file applications for an award of attorneys' fees and/or class representative payment.

23. In the event that the proposed Settlement does not become Final, or in the event that the Settlement Agreement becomes null and void pursuant to its terms, this Preliminary Approval Order and all documents filed and orders entered in connection therewith shall become null and void, shall be of no further force and effect, shall be considered stricken from the record, and shall not be used or referred to for any purposes whatsoever in this civil action or in any other case or controversy; in such event, the Settlement Agreement and all negotiations and proceedings directly related thereto shall be deemed to be without prejudice to the rights of any and all of the Parties, who shall be restored to their respective positions as of the date of the Settlement Agreement.

24. For good cause, the Court may extend any of the deadlines set forth in this Preliminary Approval Order without further notice to the Settlement Class Members. The Final Approval Hearing may, from time to time and without further notice to the Settlement Class, be continued by order of the Court. Notice of postponement shall be posted on the settlement website.

Dated:

By order of the Circuit Court
of Lonoke County, Arkansas.

Honorable Sandy Huckabee, Circuit Judge

EXHIBIT B

NOTICE OF PROPOSED CLASS ACTION SETTLEMENT WITH ATTACHED CLAIM FORM

THIS IS NOT A SOLICITATION. THE SENDING OF THIS NOTICE BY FACSIMILE HAS BEEN APPROVED BY THE COURT.

To: All persons and entities to which Defendants transmitted one or more facsimiles, from October 13, 2012 through [insert date of Preliminary Approval Order], that (1) provided information regarding goods or services offered by Defendants, and/or (2) did not include a proper opt out notice because it did not (a) provide a toll free telephone number and facsimile number where the fax recipient may make a request to the sender not to send any future ads and/or (b) inform the fax recipient that the sender's failure to comply within 30 days of such a request is unlawful.

A. WHY HAVE YOU RECEIVED THIS NOTICE? The Court ordered us to send you this Notice because your fax number is contained on a list of fax numbers to which alleged unsolicited advertisements were sent by fax and you appear to be a member of the Settlement Class defined above.

B. WHAT DOES THE SETTLEMENT PROVIDE? The Settlement, in exchange for a dismissal of the Class Action and release of all claims against Defendants, creates a fund of \$15,500,000.00 (the "Settlement Fund"). Each Settlement Class Member who files a valid and timely Claim Form will be eligible to receive a cash payment under the Settlement. It is estimated that, if eligible, you could receive up to \$335. Actual payments could vary from this estimate.

C. WHAT IS THIS LAWSUIT ABOUT? Plaintiff ARcare, Inc. ("Plaintiff") filed a class action lawsuit alleging that QIAGEN North American Holdings Inc. and QIAGEN LLC (together, "Defendants") violated the Telephone Consumer Protection Act, 47 U.S.C. § 227 ("TCPA") by sending unsolicited faxes and/or by sending faxes without specific opt-out language required under the TCPA. Defendants deny the claims and further deny that they did anything wrong. No trial has been held on the merits of any allegation against Defendants or their defenses. Defendants agreed to the Settlement without admitting any fault or liability.

D. WHAT ARE YOUR OPTIONS?

- 1. Return a completed Claim Form.** To receive a share of the settlement fund, you must complete, sign and return a Claim Form on or before _____, 2018. You may submit your Claim Form online at the Settlement Website, by fax to _____, or by mail to _____. The Claim Form is attached to this Notice.
- 2. Do nothing.** If you do nothing, you will remain in the Settlement Class. You will be bound by the judgment entered by the Court and you will release your claims against Defendants, but you will receive nothing.
- 3. Opt out of the Settlement.** You have the right to exclude yourself from the settlement by sending a written request for exclusion. If you opt out, you will not receive a settlement payment, and you will not be legally bound by anything that happens in this Lawsuit. Your request must list your name, fax number, street address, and the name and number of this case, and must request exclusion (for example, "Exclude me from the ARcare case"). You must mail your exclusion request postmarked no later than _____, 2018 to the Settlement Administrator at the following address _____.
- 4. Object to the Settlement.** If you do not exclude yourself, you can object to the Settlement if you don't like any part of it. To object, you must file a written objection with Clerk's Office of the Circuit Court of Lonoke County, Arkansas, 2nd Street Court Building, 119 E. 2nd Street, Lonoke, Arkansas 72086, with copies to (i) Class Counsel at the address in paragraph E below, and (ii) Defendants' counsel, Robert Milligan, Seyfarth Shaw LLP, 2029 Century Park East, Ste. 3500, Los Angeles, CA 90067. Objections must be postmarked no later than _____, 2018, and must include: your name, address, telephone number and fax number; a sentence certifying belief that you are a Settlement Class Member; the factual basis and legal grounds for the objection; the identity of witness you may call to testify; and copies of any exhibits you may seek to offer into evidence. It must also reference the case name and number.

E. WHO REPRESENTS THE CLASS? The Court appointed ARcare, Inc. as the Class Representative, and the law firm of Carney Bates & Pulliam PLLC as Class Counsel. All written correspondence to Class Counsel may be sent to the following: Randy Pulliam, Carney Bates & Pulliam PLLC, 519 W. 7th St., Little Rock, Arkansas 72201; (501) 312-8500. You will not be charged for these lawyers. Class Counsel will ask the Court for attorneys' fees of up to 30% of the Settlement Fund, plus reasonable out-of-pocket litigation expenses, not to exceed \$75,000. For its service as Class Representative, Plaintiff will request that the Court award it an incentive award of \$10,000.00.

F. WHEN AND WHERE WILL THE COURT DECIDE WHETHER TO APPROVE THE SETTLEMENT? The Court will hold a Final Approval Hearing at [TIME] on [DATE] at the Circuit Court of Lonoke County, 2nd Street Court Building, 119 E. 2nd Street, Lonoke, Arkansas 72086. At this hearing, the Court will consider whether the Settlement is fair, reasonable, and adequate. If there are objections, the Court will consider them. The Court will also decide how much to pay Class Counsel and whether to award Plaintiff an incentive award.

G. WHERE CAN YOU GET MORE INFO? This notice summarizes the Settlement. Full details are in the Settlement Agreement on file with the Court and available on the Settlement Website, _____. You can also call toll free 1-_____, and the Settlement Administrator will answer any questions you have. The court files for this case are available for your inspection at the Circuit Court of Lonoke County, 2nd Street Court Building, 119 E. 2nd Street, Lonoke, Arkansas 72086. **PLEASE DO NOT CONTACT THE COURT BECAUSE THEY ARE NOT PERMITTED TO ANSWER YOUR QUESTIONS ABOUT THIS SETTLEMENT.**

EXHIBIT C

CLAIM FORM

ARcare Inc. v. QIAGEN North American Holdings and QIAGEN Inc.
Circuit Court of Lonoke County, Arkansas
Case No. 43CV-17-47

To be eligible for a Settlement Payment (as set forth in the Notice of Proposed Class Action Settlement and Hearing) you must follow all of the instructions in this Claim Form and provide all of the information requested below. Failure to provide all of the requested information may result in your claim being rejected. Only one claim form may be submitted per fax number.

You may complete this Claim Form online at the Settlement Website, www.settlementwebsite.com, by mail or by fax. If you choose to submit this Claim Form by mail, your completed Claim Form must be sent to the address listed below, and must be postmarked **on or before [60 days after notice first being disseminated]**. CLAIM FORMS POSTMARKED AFTER THE DEADLINE WILL BE REJECTED. Claim Forms submitted to any location other than to the address listed below will not be considered.

1. Provide your name and contact information:

Claimant's Name (First, Middle, Last)

Current Street Address and Number

City State Zip Code

Fax Numbers [List all numbers. You may attach a separate sheet.]

Fax Numbers [List all numbers. You may attach a separate sheet.]

Fax Numbers [List all numbers. You may attach a separate sheet.]

2. Please read the following statements. You must sign below to be eligible for a Settlement Payment.

I certify that the fax number(s) identified above or attached to this claim form was/were mine or my company's throughout the period from October 13, 2012 through [date of the Preliminary Approval Order].

Dated: _____
(Sign here)

3. Return your COMPLETED Claim Form online at www.settlementwebsite.com or by mail, postmarked no later than [60 days after notice first being disseminated] to:

[KCC claims address] _____

[KCC fax number] _____

This address should only be used for submitting claims. Any other questions or requests for information sent to this address will not be responded to. If you have any questions regarding the Notice or this Claim Form, visit [www.settlementwebsite.com] or contact the Settlement Administrator at _____.

Do not contact Defendants or the Court regarding this Claim Form

EXHIBIT D

IN THE CIRCUIT COURT OF LONOKE COUNTY, ARKANSAS

ARCARE, INC.,

PLAINTIFF

v.

Case No. 43CV-17-47

QIAGEN NORTH AMERICAN HOLDINGS, INC.
and QIAGEN INC.

DEFENDANTS

FINAL APPROVAL ORDER AND JUDGMENT

WHEREAS, plaintiff ARcare, Inc. (“Plaintiff” or “Class Representative”), and defendants QIAGEN North American Holdings, Inc. and QIAGEN LLC (“Defendants”) have reached a proposed settlement and compromise of the disputes between them (“Settlement”) in the above-captioned action, which is embodied in a Stipulation and Agreement of Settlement (“Settlement Agreement”) filed with the Court;

WHEREAS, on _____, 2018, this Court entered its Preliminary Approval Order which preliminarily approved the proposed Settlement of the Lawsuit pursuant to the terms of the Settlement Agreement and directed that Notice be given to the members of the Settlement Class, as set forth in the Settlement Agreement.

WHEREAS, pursuant to the Parties’ plan for providing notice to the Settlement Class Members (the “Notice Plan”), the Settlement Class Members were notified of the terms of the proposed Settlement and of a Final Approval Hearing to determine, *inter alia*: (1) whether the terms and conditions of the Settlement Agreement are fair, reasonable and adequate for the release of the Released Claims against the Released Parties; (2) whether judgment should be entered dismissing the remaining claims of the Second Amended Complaint; (3) whether Class Counsel’s application for attorneys’ fees and expenses should be approved; and (4) whether an incentive award to the Plaintiff for serving as the Class Representative should be approved.

WHEREAS, the Settlement Class Members were therefore notified of their right to appear at the hearing in opposition to the proposed Settlement, the award of attorneys’ fees to Class Counsel, and the incentive award to the Class Representative.

WHEREAS, a Final Approval Hearing was held on [insert date], at which [] objectors appeared and the Court reviewed all properly filed written objections and heard argument from the Parties’ respective counsel.

NOW, THEREFORE, the Court, having heard the presentations of Class Counsel and Defendants’ Counsel, having reviewed all of the submissions presented with respect to the proposed Settlement, having determined that the Settlement is fair, adequate, and reasonable, having considered the application of Class Counsel for an award of attorneys’ fees, and having reviewed the materials in support thereof, it is hereby ORDERED, ADJUDGED and DECREED THAT:

1. The capitalized terms used in this Order and Judgment shall have the same meaning as defined in the Settlement Agreement except as may otherwise be ordered.
2. The Court has jurisdiction over the subject matter of this Action and over all claims raised therein and all Parties thereto, including the Settlement Class.
3. The Settlement Class, which will be bound by this Order and Judgment, shall include all Settlement Class Members who did not submit a timely and valid request for exclusion.
4. For purposes of the Settlement and this Final Approval Order and Judgment, the Settlement Class consists of “All persons and entities to which Defendants transmitted one or more facsimiles , from October 13, 2012 through [insert date of Preliminary Approval Order], that (1) provided information regarding goods or services offered by Defendants, and/or (2) did not include a proper opt out notice under the TCPA because it did not (a) provide a toll free telephone number and facsimile number where the fax recipient may make a request to the sender not to send any future ads and/or (b) inform the fax recipient that the sender’s failure to comply within 30 days of such a request is unlawful.”
5. The requirements of Arkansas Rule of Civil Procedure 23(a) are satisfied, including: (1) members of the Settlement Class are too numerous to be joined individually; (2) there are questions of law or fact common to the Settlement Class; (3) the claims or defenses of the Class Representative are typical of the claims or defenses of the Settlement Class; and (4) the Class Representative will fairly and adequately protect the interests of the Settlement Class.
6. The requirements of Arkansas Rule of Civil Procedure 23(b)(3) are satisfied, including: (1) questions of law or fact common to members of the Settlement Class predominate over any questions affecting only individual members; and (2) a class action is superior to other available methods for the fair and efficient adjudication of the controversy.
7. The Notice Plan set forth in Section VIII of the Settlement Agreement and effectuated pursuant to the Preliminary Approval Order constitutes the best notice practicable under the circumstances and constituted due and sufficient notice to Settlement Class Members of the pendency of the Lawsuit, certification of the Settlement Class for settlement purposes only, the terms of the Settlement Agreement, and the Final Approval Hearing, and satisfies the requirements of Arkansas law and federal due process of law.
8. The Settlement, as set forth in the Settlement Agreement, is in all respects fair, reasonable, adequate and in the best interests of the Settlement Class, and is finally approved as such. The Parties to the Settlement Agreement shall effectuate the Settlement Agreement according to its terms. The Settlement Agreement and every term and provision thereof shall be deemed incorporated herein as if explicitly set forth and shall have the full force of an Order of this Court.
9. Any Settlement Class Member who did not submit a timely and valid Claim Form shall not be entitled to any benefits under the Settlement.

10. Upon the Effective Date, the Class Representative and all Settlement Class Members shall have, by operation of this Final Approval Order and Judgment , fully, finally and forever released, relinquished, and discharged all Released Parties from all Released Claims, whether or not such Settlement Class Member executes and submits a Claim Form. This Lawsuit is dismissed with prejudice as to Plaintiff and all Settlement Class members, and without fees or costs except as provided below.

11. Settlement Class Members, including the Class Representative, and the successors, assigns, parents, subsidiaries, or affiliates of any of them are, pursuant to the Settlement Agreement, are hereby permanently barred and enjoined from instituting, commencing or prosecuting, either directly or in any other capacity, any Released Claim against any of the Released Parties.

12. This Order and Judgment, the Settlement Agreement, the agreement which it reflects, and any and all acts, statements, documents or proceedings relating to the Settlement are not, and shall not be construed as, or used as an admission by or against Defendants or any other Released Party of any fault, wrongdoing, or liability on their part, or of the validity of any Released Claim or of the existence or amount of damages.

13. The Court approves an award of attorneys' fees to Class Counsel in the amount of \$_____. The Court further awards Class Counsel reimbursement of out-of-pocket litigation expenses in the amount of \$_____.

14. The Court approves an incentive award to Class Representative in the amount of \$_____.

15. All payments described herein shall be made in the manner and at the times set forth in the Settlement Agreement.

16. This Court retains continuing jurisdiction over this action, Plaintiff, all members of the Settlement Class, and Defendants to determine all matters relating in any way to this Final Approval Order and Judgment, the Preliminary Approval Order, and/or the Settlement Agreement, including, but not limited to, their administration, implementation, interpretation, or enforcement.

17. The Parties to the Settlement Agreement shall carry out their respective obligations thereunder.

18. The Court finds that there is no just reason to delay the enforcement of or appeal from this Final Approval Order and Judgment.

Dated:

By order of the Circuit Court
of Lonoke County, Arkansas.

Honorable Sandy Huckabee, Circuit Judge