

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 ^{9:00}~~a.m./p.m.~~ on December 3, 2018, @ Franklin County Second Street Courthouse, 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.

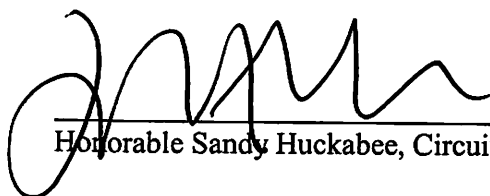
23. In the event that the proposed Settlement does not become Final, or in the event that the Settlement Agreement becomes null and void pursuant to its terms, this Preliminary Approval Order and all documents filed and orders entered in connection therewith shall become null and void, shall be of no 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:

8-29-18

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



Honorable Sandy Huckabee, Circuit Judge