

SETTLEMENT AGREEMENT

This Settlement Agreement (“Agreement,” “Settlement,” or “Settlement Agreement”) is entered into by and among (i) James L. Orrington II, D.D.S., P.C. (“Plaintiff”) (ii) and a settlement class of similarly-situated persons (identified herein as the “Settlement Class”), and (iii) Mesa Laboratories, Inc. (“Mesa Labs”). The parties to this Agreement are collectively referred to as the “Parties.” This Settlement 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 of this Settlement Agreement, and subject to the final 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

A. **WHEREAS**, on February 1, 2018, Plaintiff filed a putative class action Complaint entitled *James L. Orrington II, D.D.S., P.C., v. Mesa Labs, Inc.*, No. 18-cv-00841 (N.D. Ill.) (Dkt. 1), which was assigned to the Honorable Judge Andrea R. Wood (the “Action”);

B. **WHEREAS**, Plaintiff’s Complaint alleged that by sending unsolicited advertisements via facsimile Mesa Labs appropriated the paper, toner, and ink of Plaintiff and the putative class members, and that Mesa Labs should have known that appropriation of such paper, toner, and ink was wrongful and without authorization;

C. **WHEREAS**, Plaintiff also alleged that Mesa Labs’ transmission of unsolicited advertisements via facsimile violated Plaintiff’s and the class members’ right to privacy;

D. **WHEREAS**, the Plaintiff, on behalf of itself and a putative class, pled five counts against Mesa Labs and John Doe Defendants 1-10 including claims of Conversion; Nuisance; and Trespass to Chattels; as well as violation of the Telephone Consumer Protection

Act, 47 U.S.C. § 227, *et seq.* (“TCPA”); and violation of the Illinois Consumer Fraud and Deceptive Business Practices Act, 505/2 (“ICFA”);

E. **WHEREAS**, on March 26, 2018, Mesa Labs filed its Answer and Affirmative Defenses, denying all claims asserted against it in the Complaint;

F. **WHEREAS**, Plaintiff’s attorneys have investigated the relevant facts and researched the law relating to the Action and allege, among other things, that Mesa Labs sent at least 41,890 advertising faxes during the Settlement Class Period;

G. **WHEREAS**, Mesa Labs’ attorneys have investigated the relevant facts and determined that, acting with the belief that it had the appropriate authorization, Mesa Labs caused to be sent to Plaintiff, and the putative class members, facsimiles addressing its Spore Testing Program;

H. **WHEREAS**, Mesa Labs, without admitting or conceding any wrongdoing or liability, has concluded that further defense would be protracted, burdensome, and expensive, and that it is desirable and beneficial to fully and finally settle and terminate the Action in the manner and upon the terms and conditions set forth in this Settlement Agreement, subject to Court approval. This Settlement Agreement is inadmissible as evidence that Mesa Labs has engaged in any wrongful conduct, or conduct that otherwise violates any federal, state, or local laws, regulations, or rules;

I. **WHEREAS**, Plaintiff, and its counsel, on behalf of the Settlement Class (as defined below), after receiving information from Mesa Labs regarding its claims, including data concerning the number of faxes sent to Plaintiff and persons similarly situated, have concluded based upon their investigation, and taking into account the contested issues involved, the legal principles at issue, the expense and time necessary to prosecute the Action through trial, the

risks and costs associated with further prosecution of the Action, the uncertainties of complex litigation, and the substantial benefits to be received pursuant to this Settlement Agreement, that a settlement with Mesa Labs on the terms set forth is fair reasonable, and adequate, and in the best interest of the Plaintiff and the Settlement Class;

J. **WHEREAS**, the Parties and their counsel agreed to settle this Action on the terms set forth herein and to have judgment entered pursuant to this Settlement Agreement without trial or adjudication of any issue of fact or law;

K. **WHEREAS**, Plaintiff's Motion for Preliminary Approval will include a request for the Court to certify the Settlement Class, comporting with the definition agreed-upon by the Parties and mirroring the definition set forth in Section II(31) below. This Settlement is expressly conditioned upon and subject to preliminary and final approval by the Court, as set forth herein. Absent such approvals, this Agreement and underlying settlement shall be null, void, and of no further force or effect and the Parties shall be returned to their status quo ante;

L. **WHEREAS**, Mesa Labs has agreed to make available three million and three hundred thousand dollars (\$3,300,000.00 USD) to fund the settlement, which shall be available to pay Settlement Class Members who submit valid claims as further defined herein, to pay Plaintiff's counsel their fees and reasonable litigation expenses, to pay an incentive award to the Plaintiff in the Action, and to pay all reasonable costs of notifying the Class and administering the settlement (the "Settlement Fund"); and

M. **NOW THEREFORE**, it is hereby agreed that, in consideration of the agreements, promises, and covenants set forth in this Settlement Agreement, and subject to the terms and conditions set forth herein and the approval of the Court, the Action shall be fully and finally settled and dismissed with prejudice on a class-wide basis.

II. DEFINITIONS

Unless defined elsewhere in this Settlement Agreement, as used herein and in the documents attached hereto as exhibits, the terms set forth below shall have the meanings set forth below. The singular includes the plural and vice versa.

1. “Action” means the class action complaint filed as *James L. Orrington II, D.D.S., P.C., v. Mesa Labs, Inc.*, No. 18-cv-00841 (N.D. Ill.).

2. “Claims Deadline” means ninety-five (95) days following the entry of the Preliminary Approval Order.

3. “Claim Form” means the document substantially in the form attached hereto as Exhibit A.

4. “Class Counsel” or “Settlement Class Counsel” means Daniel Edelman and Dulijaza (Julie) Clark of Edelman, Combs, Lattuner & Goodwin, LLC.

5. “Class List” means the list of certain names, addresses, and/or telephone numbers of members of the Settlement Class.

6. “Class Period” means the period from February 1, 2014 through the entry of the Preliminary Approval Order.

7. “Counsel for Mesa Labs” or “Mesa Labs’ Counsel” means Martin W. Jaszczuk and Seth H. Corthell of Jaszczuk P.C.

8. “Court” means the United States District Court for the Northern District of Illinois, and District Court Judge Honorable Andrea R. Wood.

9. “Cy Pres Recipient” means the organization that the Parties mutually agree to and that the Court finds appropriate.

10. “Effective Date” means the calendar date five (5) days after the later of (a) the

Court entering the Final Approval Order in a form agreed to by both Parties, dismissing with prejudice the claims of all Settlement Class Members (including Named Plaintiff) who do not properly exclude themselves as provided in this Notice; or (b) if any Settlement Class Member objected to the settlement, the date on which the date for filing an appeal has expired or, if there are appeals, the date on which the settlement and judgment has been affirmed in all material respects by the appellate court of last resort to which such appeals have been taken and such affirmances are no longer subject to further appeal or review.

11. “Fee Award” means any award of reasonable attorneys’ fees and reimbursement of costs and expenses to be award by the Court to Class Counsel as set forth in Section VI below.

12. “Final” means that the Final Approval Order and Judgment has been entered on the docket in the Action and that the following has occurred: (a) the time to appeal from such order and judgment has expired and no appeal has been timely filed; (b) if an appeal from such order and judgment has been filed, it has resulted in an affirmance of the Final Approval Order and Judgment without any material change, no other appeal or petition for rehearing or review is pending, the time period during which further petition for hearing, review, appeal, or certiorari could be taken has finally expired, relief from a failure to file the same is not available, and the mandate is filed with the Court; or (c) the Court, following the resolution of any appeal from the Final Approval Order and Judgment, enters a further order or orders approving settlement on the terms set forth herein, and either no further appeal is taken from such order(s) or any such appeal results in affirmation of such order(s).

13. “Final Approval Hearing” means the hearing at which the Court will be asked to grant final approval to this Settlement Agreement in all material respects as fair, reasonable,

and adequate, consider any timely objections to this Settlement Agreement, authorize the entry of a final judgment, and determine the amounts of the Fee Award and Incentive Award.

14. “Final Approval Order and Judgment” means the order in which the Court certifies the Settlement Class, grants final approval of this Settlement Agreement, authorizes the entry of a final judgment, and dismisses the Action with prejudice.

15. “Funding Date” means the date, which shall be no later than ten (10) business days after the Effective Date, on which Mesa Labs shall deposit the balance of the Settlement Fund.

16. “ICFA” means the Illinois Consumer Fraud and Deceptive Business Practices Act.

17. “Incentive Award” means the payment to be made to the Named Plaintiff as set forth in Section VI of this Settlement Agreement, subject to the approval of the Court in recognition for the Named Plaintiff’s time and effort in prosecuting the case.

18. “Notice” means the notice of this proposed Settlement Agreement and Final Approval Hearing, which is to be provided substantially in the manner set forth in this Agreement and Exhibits A-B and is consistent with the requirements of Due Process.

19. “Notice Plan” means and refers to the plan to disseminate notice of the Settlement Agreement to the Settlement Class that comports with due process, as set forth in Section III.

20. “Objection Deadline” means the date by which any Persons who fall within the definition of “Settlement Class” must submit any objections to the Settlement Agreement and shall be set for a date ninety-five (95) days following the entry of the Preliminary Approval Order.

21. “Opt-Out Deadline” means the date by which any Persons who fall within the definition of “Settlement Class” must submit any requests to exclude themselves from or Opt-Out of the Settlement Agreement and shall be set for a date ninety-five (95) days following the entry of the Preliminary Approval Order.

22. “Parties” means the Plaintiff and Mesa Labs.

23. “Person” means, without limitation, any individual, and any entity including without limitation, a corporation, partnership, limited partnership, limited liability partnership, limited liability company, association, joint stock company, estate, legal representative, trust, unincorporated association, and any other business or legal entity and their respective predecessors, successors, representatives, and assigns.

24. “Plaintiff,” “Named Plaintiff,” or “Class Representative” means James L. Orrington II, D.D.S., P.C.

25. “Preliminary Approval Order” means the Court’s Order entered in connection with the hearing at which the Court, *inter alia*, preliminarily certifies the Settlement Class, grants its preliminary approval to this Settlement Agreement, authorizes the dissemination of Notice to the Settlement Class, and schedules the Final Approval Hearing. The Preliminary Approval Order shall be substantially consistent with Exhibit C to this Agreement.

26. “Release” means the releases set forth in Section V of this Settlement Agreement.

27. “Settlement Administration Costs” means the expenses incurred by the Settlement Administrator in providing notice pursuant to the Notice Plan approved by the Court, processing claims, and mailing checks for Settlement Class Members. Settlement Administration Costs shall be paid from the Settlement Fund.

28. “Settlement Administrator” means KCC LLC, the firm retained with the mutual consent of the Parties and approved by the Court to issue notice to the Settlement Class Members and to administer the settlement.

29. “Settlement Agreement,” “Settlement,” or “Settlement Agreement and Release” or “Agreement” means this settlement agreement and release, including the attached exhibits.

30. “Settlement Check” means the negotiable checks to be sent to those Settlement Class Members who submit Valid Claim Forms.

31. “Settlement Class” is specifically defined as “All persons and entities in the United States who, on or after February 1, 2014 through the date of execution of the Parties’ Settlement Agreement, were sent advertisements via facsimile by or on behalf of Defendant promoting its goods or services for sale,” and is intended to include all persons in the United States whose ink, toner, and paper was deliberately, unintentionally, or otherwise negligently converted, or whose possession of their facsimile equipment was deliberately, unintentionally, or otherwise negligently interfered with or invaded, or whose right to privacy was deliberately, unintentionally, or otherwise negligently violated, pursuant to the receipt of one or more advertisements sent via facsimile by or on behalf of Mesa Labs from February 1, 2014 through the date of preliminary approval. Excluded from the Class are Mesa Labs, any parent, subsidiary, affiliate or controlled person of Mesa Labs, as well as the members, managers, officers, directors, agents, servants or employees of Mesa Labs, the immediate family members of such persons, and the members of the Federal Judiciary.

32. “Settlement Class Member” means a Person who falls within the definition of the Settlement Class and who has not submitted a valid request to be excluded/opt out of the Settlement.

33. “Settlement Fund” means the total aggregate common fund that Mesa Labs will be obligated to pay by operation of this Settlement Agreement if it receives final approval from the Court and the Judgment becomes Final. The Settlement Fund equals three million and three hundred thousand dollars (\$3,300,000.00 USD) and constitutes Mesa Labs’ maximum and exclusive payment obligation under this Settlement Agreement to settle the Action in full. The Settlement Fund amount of three million and three hundred thousand dollars (\$3,300,000.00 USD) represents the total extent of Mesa Labs’ monetary obligations under this Agreement. The Settlement Fund shall be maintained in an interest-bearing account if possible at a bank chosen by the Settlement Administrator (the “Settlement Fund Bank Account”). Any costs associated with opening and/or maintaining the bank account to hold the Settlement Fund shall be deducted from the Settlement Fund. The Settlement Administrator shall be responsible for all tax filings with respect to any earnings on the Settlement Fund and the payment of all taxes that may be due on such earnings. Mesa Labs shall deposit two hundred thousand dollars (\$200,000.00 USD) of the Settlement Fund to cover the initial expense of the Settlement Administrator within ten (10) business days of Preliminary Approval and shall deposit the balance of the Settlement Fund on the Funding Date.

34. “Settlement Website” means the website to be created by the Settlement Administrator containing full details and information about the Settlement, including this Agreement, the Complaint, the Answer, the Preliminary Approval Order, and a printable Claim Form.

35. “TCPA” means the Telephone Consumer Protection Act, 47 U.S.C. § 227, *et seq.* together with its implementing regulations, 47 C.F.R. § 64.1200, *et seq.*

36. “Valid Claim Form” shall mean a Claim Form that:

- a. Is filled out truthfully and completely by the Settlement Class Member or a person authorized by law to act on behalf of the Settlement Class Member in accordance with the directions and requirements for submitting a Claim Form;
- b. contains the address of the Settlement Class Member;
- c. is executed and certified by the Settlement Class Member for whom the Claim Form is being submitted (or by his, her, or their legal representative), physically or electronically, with the required affirmation;
- d. is timely, as judged by the fact that it is postmarked (if mailed to the Settlement Administrator) or time-stamped (if submitted to the Settlement Administrator via the Settlement Website) by the Claims Deadline; and
- e. is not successfully challenged.

37. All references to days shall be interpreted to mean calendar days, unless otherwise noted. When a deadline or date falls on a weekend or a legal Court holiday, the deadline or date shall be extended to the next business day that is not a weekend or legal Court holiday.

38. All references to “his,” “her,” and similar terms are intended to be gender-neutral and apply equally to Persons who are businesses, organizations, or other non-natural Persons.

39. Other terms are defined in the text of this Settlement Agreement and shall have the meaning given to those terms in the text. It shall be the intent of the Parties in connection with all documents related to the Settlement that defined terms as used in other documents shall have the meaning given to them in this Settlement Agreement, unless otherwise specified.

III. SETTLEMENT CONSIDERATION AND CLAIMS PROCEDURE

In consideration of a full, complete, and final settlement of the Action, dismissal of the

Action with prejudice, and the Releases set forth in Section V below, and subject to the Court's preliminary and final approval, the Parties agree to the following relief:

1. **Relief to Settlement Class Members.**

a. No later than the Funding Date, Mesa Labs shall deposit into the Settlement Bank Account three million and three hundred thousand dollars (\$3,300,000.00 USD) less the initial funding deposit of two hundred thousand dollars (\$200,000.00 USD). Mesa Labs shall not be responsible for any payments or obligations other than those specified in this Agreement. Under no circumstances will Mesa Labs be obligated to pay any amounts outside of the Settlement Fund. In the event that this Settlement Agreement terminates or is not approved, any advances paid to the Settlement Administrator by Mesa Labs that have not been spent, and are not required for amounts that are due and payable for reasonable and identified notice and administration costs already incurred, shall, within ten (10) business days, be returned by the Settlement Administrator to Mesa Labs by payment to an account designated by Mesa Labs.

b. Within 10 days of entry of the Preliminary Approval Order, and in order to facilitate the notice and claims administration process, Mesa Labs shall provide the Settlement Class Administrator with the Class List containing fax numbers and any additional information available in MS Word or Excel format. Any information on the Class List shall be provided solely for the purpose of providing notice to the Settlement Class and informing Settlement Class Members about their rights further to this Settlement, shall be kept in strict confidence and, subject to a stipulated protective order, shall not be disclosed to any third party other than the Parties to this Agreement and their counsel if necessary to effectuate the terms of the Agreement or the administration process, shall be used for no other cases, and shall be

used for no other purpose.

c. Subject to the terms and conditions of this Agreement, Settlement Class Members shall qualify for payment from the Settlement Fund if they submit a Valid Claim Form before the Claims Deadline and the facsimile number they submit on their Valid Claim Form is on the Class List.

d. Each Settlement Class Member who submits a timely and Valid Claim Form shall receive a pro rata share of the Settlement Fund after payment of Settlement Administration Costs, the Fee Award, and the Incentive Award. If a Settlement Class Member who is an individual and is entitled to receive \$600 or more fails to deliver a signed and completed Form W-9 to the Settlement Administrator by the Final Approval Hearing, the Settlement Class Member's payment will be subject to appropriate treatment as required by then-existing rules and regulations of the Internal Revenue Service. Any Settlement Class Member who does not submit a Valid Claim Form by the Claims Deadline, as shown by postmark or other identifiable date of transmission, shall receive no monetary payment from the Settlement Fund. All Settlement Class Members will be informed that checks containing payments must be cashed within ninety (90) days of issuance or else the check will be void and they will have no further right or entitlement to any payment under the terms of this settlement.

e. Notwithstanding any judgment, principle, common law rule or statute, there shall be no interest accrued, owing, or paid by Mesa Labs on the Claimant Payments, or on the Settlement Fund, or on any other benefit available (or potentially available) under this Agreement.

f. To the extent that any Settlement Checks remain uncashed after the void date, if it is administratively feasible, the Settlement Administrator shall distribute the funds

associated with those checks to Settlement Class Members who cashed their check from the first distribution on a *pro rata* basis. If a second distribution is not administratively feasible, or if any amounts remain in the Settlement Fund after the second distribution, the Class Administrator will pay any such funds to the *Cy Pres* Recipient(s) approved by the Court. If there is more than one *Cy Pres* Recipient, the remaining amounts will be distributed in equal amounts to each *Cy Pres* Recipient.

2. **Administration of Claims**

a. Within 35 days of entry of the Preliminary Approval Order, the Settlement Class Administrator will issue Notice by first-class U.S. Mail once (if a mailing address can be located through the records produced in the litigation) and by facsimile, up to three times if the initial transmission(s) fail). Prior to mailing Notice, the Settlement Administrator will take reasonable steps to verify that, for each Settlement Class Member, the address located through the records produced in litigation is still current. If a Settlement Class Members' mailing address cannot be identified through the records produced in litigation, the Settlement Class Administrator will use a reverse look-up service and/or any other reasonable methods to identify a current mailing address.

b. The Settlement Class Administrator will also receive the Claim Forms, assist Settlement Class Members in completing and submitting forms, and propose a list of accepted and rejected claims to counsel for the Parties. The Settlement Administrator shall examine each Claim Form and determine if the Claim Form constitutes a Valid Claim Form eligible to receive the Claimant Payment described above. The Settlement Administrator will reject any claim where there is evidence of fraud. The decision of the Settlement Administrator regarding the validity of a Claim Form is final and binding on the parties. Upon request, the

Settlement Administrator will provide copies of all Claim Forms to counsel for the parties.

c. The Settlement Class Administrator shall create a website that allows for electronic submission of claim forms. Any website created by the Settlement Class Administrator may also post the notice, claim form, the Preliminary Approval Order, and this Settlement Agreement (excluding exhibits). The Settlement Class Administrator shall set up a toll-free telephone number for receiving toll-free calls related to the Settlement.

d. Settlement Class Counsel may also post the notice in the form of Exhibit A (excluding the claim form), and this Settlement Agreement (excluding exhibits) on their firm's website. Settlement Class Counsel or the Settlement Class Administrator shall provide any Settlement Class Member who contacts either of them and requests a copy of the Notice and Claim Form (Exhibit A).

e. Settlement Class Counsel and/or the Settlement Class Administrator shall retain all documents and records generated during the administration of the settlement including records of notice given to Settlement Class Members, returned mail, records of undelivered mail, claim forms, and payment to Settlement Class Members for a period of one year following the issuance of the Final Approval Order, and the expiration of all deadlines for appeal therefrom. Defendant may inspect such documents, upon reasonable request by their counsel. The Class List and all other documents and records generated during the administration of the settlement shall be used solely for purposes consistent with notice and administration of this settlement and for no other purpose.

3. **Payment of the Claims Administration Costs**

a. All Settlement Administration Costs, including the Settlement Administrator's fees and expenses, shall be paid out of the Settlement Fund.

4. **Payment of Benefits**

a. Subject to the terms and conditions of this Settlement Agreement, after the Funding Date, the Settlement Administrator shall make the following disbursements from the Settlement Fund in this order:

i. Pay all taxes and tax-related expenses, if any or, at the Settlement Administrator's discretion, it shall reserve the amount of the Settlement Fund sufficient to pay taxes and tax-related expenses;

ii. Pay to the Settlement Class Representative any Incentive Award ordered by this Court;

iii. Pay to Class Counsel any Fee Award ordered by the Court;

iv. Pay all remaining Settlement Administration Costs and, if additional costs are to be incurred in the future, reserve the amount of the Settlement Fund sufficient to pay all Settlement Administration Costs.

v. Mail Settlement Checks to all Settlement Class Members who submitted Valid Claim Forms and who have not opted out of the Settlement or had their claim rejected including, if necessary and administratively feasible, a second *pro rata* distribution of funds consisting of uncashed checks to Settlement Class Members who cashed their check from the first distribution.

vi. Pay any remaining amounts in the Settlement Fund to the *Cy Pres* Recipient(s).

b. The Settlement Checks shall be mailed to the addresses provided by Settlement Class Members on their Valid Claim Form.

c. All Settlement Checks issued under this section shall be void if not

negotiated within ninety (90) days of their date of issue and shall contain a disclosure to that effect.

d. The Settlement Administrator's and the Parties' respective obligations with respect to the distribution of Settlement Checks, the Settlement Administration Costs, any Fee Award, any Incentive Awards, and the amount of unclaimed and uncashed Settlement Checks, if any shall be performed reasonably and in good faith. So long as such obligations are performed in good faith, the Parties and the Settlement Administrator shall not be liable for erroneous, improper, or inaccurate distribution, and the Release and any judgment shall be effective once this Agreement becomes final.

IV. SETTLEMENT PROCEDURES

1. Settlement Class Certification

a. Mesa Labs does not object to the certification of the Settlement Class strictly and solely for settlement purposes. Certification of the Settlement Class will be effective only with respect to the Settlement of this Action and is without prejudice to the rights of Mesa Labs to oppose class certification and/or to contest issues of liability in this Action should this Settlement Agreement be terminated, or the Effective Date not occur for any reason. In the event that this Agreement is terminated pursuant to its terms or the Effective Date does not occur for any reason, then certification of the Settlement Class, which is strictly and solely for settlement purposes only, will be vacated and of no further force or effect, and the Action will proceed as it existed before execution of this Settlement Agreement.

2. Preliminary and Final Approval Orders

a. Plaintiff will file a motion for entry of an order preliminarily approving this settlement. Plaintiff will request that the Court enter an "Order Preliminarily Approving

Class Action Settlement and Approving Class Notice” in the form attached hereto as Exhibit C. Additionally, Plaintiff will request that the Court approve the Notice Plan, including: (1) faxing of the detailed “Notice of Class Action and Proposed Settlement,” including a Claim Form attached hereto as Exhibit A; (2) mailing of notice via postcard attached hereto as Exhibit B; and (3) publication of the Notice of Class Action and Proposed Settlement on the websites of Class Counsel and the Claims Administrator, and request that the Court permit the Parties to direct the Settlement Administrator to commence with the Notice Plan as set forth above in Section III(2).

b. The Preliminary Approval Order will set a date for a Final Approval Hearing. At the time Plaintiff moves for the Preliminary Approval Order as described above, Class Counsel shall request that, after Notice is given, the Court hold a Final Approval Hearing and approve the settlement of the Action as set forth herein.

c. After Notice is provided, Plaintiff shall request and obtain from the Court a Final Approval Order in the form attached hereto as Exhibit D. The fact that the Court may require non-substantive changes in the Final Approval Order will not invalidate this Agreement or the settlement. If the Court does not enter a Final Approval Order substantially in the form of Exhibit D or a modified version thereof that is acceptable to all Parties, which becomes a Final and non-appealable order, then this Agreement shall be null and void.

3. **Notice Plan and Claim Form**

a. The Parties agree to provide the best notice that is practicable under the circumstances, including individual notice to Persons in the Settlement Class who may be identified through reasonable efforts.

b. Within 35 days of the Preliminary Approval Order, the Settlement

Administrator will cause Notice to be sent as set forth above in Section III(2).

c. Claim Forms shall be returned to the Settlement Administrator via U.S. Mail, facsimile, email, or through the Settlement Website by the Claims Deadline or be forever barred.

4. **Right and Effect of Members of the Class to Opt-Out**

a. Each Person who falls within the definition of the Settlement Class shall have the right to opt-out and not participate in the Settlement Agreement as provided for in the Preliminary Approval Order.

b. The Claim Form shall explain the right to request exclusion from the Settlement Class and not to be bound by this Settlement Agreement, if, before the Opt-Out Deadline, the Person who falls within the definition of the Settlement Class (a “Requester”) completes and mails a valid request for exclusion (an “Opt-Out”) to the Settlement Administrator at the address set forth in the Notice. The Opt-Out must be postmarked on or before the Opt-Out Deadline.

c. For an Opt-Out request to be valid and treated as a successful Opt-Out, it must include: (1) the Requester’s full name, and the name of the Action and telephone number; (b) the facsimile number at which the Requester allegedly received a fax that is the subject of this Settlement Agreement; (c) the Requester’s personal and original signature, or the original signature of a person previously authorized by law, such as a trustee, guardian, or person acting under a valid power of attorney, to act on behalf of the Requester; and (d) state unequivocally that the Requester desires to be excluded from the Settlement Class, to be excluded from the Settlement, not to participate in the Settlement, and/or to waive all rights to the benefits of the Settlement. The Settlement Administrator shall promptly inform Mesa Labs’

Counsel and Class Counsel of any Opt-Out requests it receives.

d. Persons who submit complete Opt-Outs that are postmarked before the Opt-Out Deadline shall receive no benefit or compensation under this Settlement Agreement, shall have no right to object to the proposed Settlement Agreement or participate at the Final Approval Hearing, and shall not be bound by any order or judgment entered in this Action.

e. A request to Opt-Out that does not comply with all of the foregoing, or that is not timely submitted or postmarked by the Opt-Out deadline, or that is sent to an address other than that set forth in the Claim Form, shall be invalid and the person serving such request shall be treated as a Settlement Class Member and be bound by this Settlement Agreement and the Release contained herein if finally approved.

f. No Person shall purport to exercise any exclusion rights of any other Person, or purport: (i) to Opt-Out Persons who fall within the definition of the Settlement Class as a group, aggregate, or class involving more than one Person; or (ii) to Opt-Out more than one Person who falls within the definition of the Settlement Class on a single paper, or as an agent or representative. Any such purported Opt-Outs shall be void, and any Person(s) who are the subject of such purported Opt-Outs shall be treated as Settlement Class Members.

g. Before the Final Approval Hearing, the Settlement Administrator shall create a comprehensive list of successful Opt-Outs. The Parties shall, if possible, agree as to whether a communication from or on behalf of a Person who falls within the definition of the Settlement Class is a request to Opt-Out. Mesa Labs' Counsel and Class Counsel may dispute an Opt-Out or purported Opt-Out, and if the Parties are unable to resolve such dispute, they shall present the issue to the Court for resolution.

5. **Inquiries to the Settlement Administrator**

a. It shall be the responsibility of the Settlement Administrator to respond to all inquiries from or on behalf of potential Settlement Class Members with respect to this Settlement except to the extent that inquiries are directed to Class Counsel. Class Counsel and Counsel for Mesa Labs must both approve any FAQs or other material the Settlement Administrator may use to answer inquiries and shall confer and assist the Settlement Administrator as it requests.

6. **Objections to the Settlement and Appearance at Final Approval Hearing**

a. Any Settlement Class Member may comment in support of, or in opposition to, the Settlement at his or her own expense; provided however, that all comments and/or objections must be in writing and mailed or hand-delivered to the Clerk of the Court and the Settlement Administrator and postmarked or delivered by no later than the Objection Deadline. Objections may be filed by counsel for a Settlement Class Member though any such counsel must file an appearance in the Action.

b. Each objection must:

(i) set forth the Settlement Class Member's full name, current address, and telephone number;

(ii) identify the facsimile number of the Settlement Class member at which the Settlement Class Member claims to have received a fax subject to the Settlement;

(iii) contain the Settlement Class Member's original signature or the signature of counsel for the Settlement Class Member;

(iv) state the Settlement Class Member objects to the Settlement, in whole or in part;

(v) set forth the complete legal and factual bases for the objection, including citations to relevant authorities;

(vi) provide copies of any documents that the Settlement Class Member wishes to submit in support of his/her position; and

(vii) state whether the objecting Settlement Class Member intends on appearing at the Final Approval Hearing either *pro se* or through counsel and whether the objecting Settlement Class Member plans on offering testimony at the Final Approval Hearing.

c. An objector is not required to attend the Final Approval Hearing. However, any Settlement Class Member who objects may appear at the Final Approval Hearing, either in person or through an attorney hired at his or her own expense, to object to the fairness, reasonableness, or adequacy of this Agreement or the underlying settlement. A Settlement Class Member or his or her attorney who wishes to speak at the Final Approval Hearing must so state in his or her written objection or submit a separate notice of intention to appear to the Clerk of Court no later than the Objection Deadline. No Settlement Class Member shall be permitted to raise matters at the Final Approval Hearing that the Settlement Class Member could have raised in a written objection but failed to do so.

d. Any Settlement Class Member who fails to timely submit a written objection with the Court shall not be permitted to object to this Settlement Agreement at the Final Approval Hearing, shall be foreclosed from seeking any review of this Agreement by appeal or other means, and shall be deemed to have waived his or her objections and be forever barred from making any such objections in the Action or any other related action or proceeding.

7. **Final Approval Hearing**

a. The Parties will recommend that the Final Approval Hearing be

scheduled for a date approximately one hundred (125) days after Plaintiff moves for the entry of a Preliminary Approval Order.

b. Class Counsel shall file their petition for a Fee Award and Incentive Award no later than thirty (30) days prior to the Objection Deadline.

c. No more than fourteen (14) days prior to the Final Approval Hearing, the Settlement Administrator shall file with the Court and serve on counsel for all Parties a declaration stating that the Notice required by the Agreement has been completed in accordance with the terms of the Preliminary Approval Order.

d. If the Settlement Agreement is preliminarily approved by the Court, and all other conditions precedent to the Settlement have been satisfied, then Plaintiff shall file a Motion for Final Approval asking, *inter alia*, that the Court enter a Final Approval Order and Judgment, with Plaintiff filing a memorandum of points and authorities in support of the motion. Either Party may file a memorandum addressing any objection to the Settlement that has been submitted. Any request by Mesa Labs for entry of the Final Approval Order and Judgment, or failure to object to Plaintiff's request for entry of the Final Approval Order and Judgment, shall not be an admission or concession by Mesa Labs as to any matter pertaining to Plaintiff's claims.

e. At the Final Approval Hearing, the Court will consider and determine whether the provisions of this Agreement should be finally approved as fair, reasonable, and adequate, whether any objections to the Agreement should be overruled, whether the requested Fee Award to Class Counsel and the requested Incentive Payment to the Named Plaintiff should be approved, and whether a judgment finally approving the Settlement Agreement should be entered.

f. This Settlement Agreement is subject to and conditioned upon the issuance by the Court of a Final Approval Order that grants final approval of this Agreement and:

(i.) finds that the Notice provided satisfies the requirements of Rule 23 of the Federal Rules of Civil Procedure and due process under the constitution of the United States;

(ii.) finds that Settlement Class Members have been adequately represented by the Class Representative and Class Counsel;

(iii.) finds that the Settlement Agreement is fair, reasonable, and adequate to the Settlement Class, that each Settlement Class Member shall be bound by this Agreement, including the releases in Section V, and that this Settlement Agreement should be and is approved;

(iv.) dismisses on the merits and with prejudice all claims of the Settlement Class Members asserted against Mesa Labs, without fees or costs to any Party except as provided in this Agreement; and

(v.) retains jurisdiction of all matters relating to the interpretation, administration, implementation, effectuation, and enforcement of this Settlement.

8. **Litigation Stay**

a. Except as necessary to secure approval of this Settlement Agreement or as otherwise provided herein, the Parties shall take no further steps to prosecute the Action in this Court or in any other court. In the event the Settlement Agreement is not approved or is terminated according to its terms, the Parties may resume litigation no sooner than fourteen (14) days after such event or as otherwise directed by the Court.

9. **Conditions of Settlement; Effect of Disapproval, Cancellation, Termination or Nullification of Settlement**

a. The Effective Date of this Settlement Agreement shall not occur unless and until each and every one of the following events occurs, and shall be the date upon which the last (in time) of the following events occurs:

(i) This Agreement has been signed by the Parties, Settlement Class Counsel, and Mesa Labs' Counsel;

(ii) The Court has entered the Preliminary Approval Order;

(iii) The Court has entered the Final Approval Order and Judgment substantially consistent with the Order attached hereto as Exhibit D, following notice to the Settlement Class, and has entered the Final Judgment, or a judgment substantially consistent with this Agreement; and

(iv) The Final Judgment has become Final.

b. If some or all of the conditions specified in Section IV(9)(a) are not met, or in the event that this Settlement Agreement is not approved by the Court, or the settlement set forth in this Agreement is terminated or fails to become effective in accordance with its terms, then this Settlement Agreement shall be cancelled and terminated subject to Section IV(9)(c) below, unless Class Counsel and Mesa Labs' Counsel mutually agree in writing to proceed with this Agreement.

c. If this Agreement is terminated or fails to become effective for any reason, the Parties—to the fullest extent possible—shall be restored to their respective positions as of the date of the signing of this Agreement. In such event, any Judgment or other order entered by any court in accordance with the terms of this Agreement shall be treated as vacated, *nunc pro tunc*, and the Parties shall be returned to the *status quo ante* as if this Agreement had

never been entered into.

10. **No Admission of Liability**

a. Mesa Labs has agreed to the terms of this Agreement to end all controversy with Plaintiff and the Settlement Class Members and to avoid the burden and expense of litigation, without in any way acknowledging fault or liability. Mesa Labs has denied and continues to deny each and every material factual allegation and alleged claim asserted in this Action. Nothing herein shall constitute an admission by Mesa Labs of wrongdoing or liability. Nothing herein shall constitute an admission by Mesa Labs that the Action was properly brought on a class or representative basis other than for settlement purposes.

V. **RELEASE**

1. **Releases; Binding and Exclusive Nature of Settlement Agreement**

a. In connection with the Settlement, the Final Approval Order and Judgment shall provide that the Action is dismissed with prejudice as to the Named Plaintiff and all Settlement Class Members. As of the Effective Date, the Releasing Parties shall be deemed to have, and by operation of the Final Approval Order and Judgment shall have, fully, finally, and forever released, resolved, relinquished and discharged each and all of the Released Parties from each of the Released Claims and Unknown Claims. The Releasing Parties further agree that they will not institute any actions or causes of action (in law, in equity, or administratively), suits, debts, liens, or claims, known or unknown, fixed or contingent, which they may have or claim to have, in state or federal court, in arbitration, or with any state, federal, or local government agency or with any administrative or advisory body, arising from or reasonably related to the Released Claims and Unknown Claims. The release does not apply to

Persons who fall within the definition of the Settlement Class who timely Opt-Out of the Settlement in accordance with the term of this Agreement.

b. For purposes of this Settlement Agreement, “Released Parties” means Mesa Labs, all of its acquired entities, predecessors, successors, affiliates, parent companies, and subsidiaries (collectively, “Affiliates”), any other entities that may have been involved in the process by which Settlement Class Members were sent faxes by or on behalf of Mesa Labs during the Class Period, and any and all of Mesa Labs’ and its Affiliates’ past or present predecessors, successors, direct or indirect parents, subsidiaries, associates, affiliates, assigns, employers, employees, principals, agents, consultants, independent contractors, insurers, directors, managing directors, officers, partners, attorneys, accountants, financial and other advisors, investment bankers, underwriters, shareholders, lenders, auditors, investment advisors, legal representatives, successors, in interest, assigns, franchisees and persons, firms, trusts, corporations (each solely in their respective capacity as such), and any other individuals or entities in which Mesa Labs and its Affiliates have or had a controlling interest, to which they are related, or with which they are affiliated and any other representatives of any of these individuals or entities. Nothing in this paragraph, or in any other provision of this Agreement, should be construed as a release by Mesa Labs of any claims that Mesa Labs may have against any entities that may have been involved in the process by which Settlement Class Members were sent faxes by or on behalf of Mesa Labs.

c. For purposes of this Settlement Agreement, “Released Claims” means any and all actual, potential, filed, known or unknown, fixed or contingent, claimed or unclaimed, suspected or unsuspected, claims, demands, liabilities, rights, causes of action, contracts or agreements, extra contractual claims, damages, punitive, exemplary or multiplied

damages, expenses, costs, attorneys' fees and/or obligations (including Unknown Claims), whether in law or in equity, accrued or unaccrued, direct individual or representative, of every nature and description whatsoever, arising out of, or related in any way to, the sending of facsimiles from February 1, 2014 through the date of preliminary approval by or on behalf of Mesa Labs, including but not limited to claims relating to the conversion of ink, toner, and paper, the interference with or invasion of lawful possession of facsimile equipment, common law claims for nuisance, trespass to chattels, and conversion, as well as claims for violation of the TCPA or ICFA.

d. For purposes of this Settlement Agreement, "Releasing Parties" means the Named Plaintiff, all Settlement Class Members and: (1) with respect to any Settlement Class Member that is not an individual, all of its present, former, and future direct and indirect parent companies, affiliates, subsidiaries, divisions, agents, franchisees, successors, predecessors-in-interest, and all of the aforementioned's present, former, and future officers, directors, employees, shareholders, attorneys, agents, independent contractors and any other representatives; and, (b) with respect to any Settlement Class Member who is an individual, any present, former, and future spouses, dependents, children, parents, and any other members of the household who used the fax machine on which facsimiles from or on behalf of Mesa Labs were received, as well as the present, former, and future estates, heirs, executors, administrators, representatives, agents, attorneys, partners, successors, predecessors-in-interest, assigns and any other representatives of each of them.

e. For purposes of this Settlement Agreement, "Unknown Claims" means claims that could have been raised in the Action and that the Plaintiff or any other Persons and entities whose claims are being released, or any of them, do not know or suspect to exist, which,

if known by him, her or, it, might affect his, her, or its agreement to release the Released Parties or the Released Claims or might affect his, her, or its decision to agree, object, or not to object to the Settlement. Upon the Effective Date, Plaintiff and all other Persons and entities whose claims are being released shall be deemed to have, and shall have, expressly waived and relinquished, to the fullest extent permitted by law, the provisions, rights, and benefits of § 1542 of the California Civil Code, which provides as follows:

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

Upon the Effective Date, Plaintiff and all other Persons and entities whose claims are being released, also shall be deemed to have, and shall have, waived any and all provisions, rights and benefits conferred by any law of any state or territory of the United States, or principle of common law, or the law of any jurisdiction outside of the United States, which is similar, comparable or equivalent to § 1542 of the California Civil Code. Plaintiff, on behalf of itself and all other Settlement Class Members, acknowledges that Plaintiff and Settlement Class Members may discover facts in addition to or different from those that they now know or believe to be true with respect to the subject matter of this release, but that it is their intention to finally and forever settle and release the Released Claims, notwithstanding any Unknown Claims they may have, as that term is defined in this Paragraph.

VI. ATTORNEYS' FEES AND INCENTIVE AWARD

1. **Attorneys' Fees and Incentive Award**

a. No later than thirty (30) days prior to the Objection Deadline, Class Counsel may make written application to the Court for a Fee Award. The Parties agree that the Court (and only the Court) shall determine the final amount of the Fee Award in this Action.

b. No later than thirty (30) days prior to the Objection Deadline, Class Counsel may make written application to the Court for an Incentive Award to be paid to the Plaintiff for representing the Settlement Class, subject to the Court's approval. The Parties agree that the Court (and only the Court) shall determine the final amount of the Incentive Award in this Action

c. Any Fee Award and Incentive Award awarded by the Court shall be paid by the Administrator out of the Settlement Fund no later than twenty-one (21) business days after the Effective Date.

2. **Effect on Settlement**

a. The Parties agree that the rulings of the Court regarding the amount of the Fee Award and Incentive Award, and any claim or dispute relating thereto, will be considered by the Court separately from the remaining matters to be considered at the Final Approval Hearing as provided for in this Settlement Agreement and that any determination in that regard may be embodied in a separate order from the Court. Any order or proceedings relating to the amount of the Fee Award or the Incentive Award, including any appeals from or modifications or reversals of any orders related thereto, shall not operate to modify, reverse, terminate, or cancel the Settlement Agreement, affect the releases provided for in the Settlement Agreement, or affect whether the Final Approval Order and Judgment becomes Final as defined herein.

VII. MISCELLANEOUS PROVISIONS

1. Court Submission

a. 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 Rule 23 of the Federal Rules of Civil Procedure. If the Court declines to grant preliminary approval of this Agreement and to order Notice to be provided to the Settlement Class, or if the Court declines to grant final approval to the foregoing after such Notice, 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.

2. Integration Clause

a. 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.

3. Headings

a. 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.

4. Binding and Benefiting Others

a. This Agreement shall be binding upon and inure to the benefit or detriment of the Parties and the Settlement Class Members who do not Opt-Out, and to their respective agents, employees, representatives, trustees, members, managers, officers, directors,

shareholders, divisions, parent corporations, subsidiaries, heirs, executors, assigns, and successors in interest.

5. **Representations and Warranties**

a. The Parties each 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.

6. **Governing Law**

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

7. **Mutual Interpretation**

a. The Parties agree and stipulate that this Agreement was negotiated on an arm's-length basis between Parties of equal bargaining power. Also, the Agreement has been drafted jointly by Class Counsel and counsel for Mesa Labs. Accordingly, no ambiguity shall be construed in favor of or against any of the Parties. Plaintiff acknowledges, but does not concede or agree with, Mesa Labs' statements regarding the merits of the claims, and Mesa Labs acknowledges, but does not concede or agree with, Plaintiff's statements regarding the merits of the claims.

8. **Incorporation of Recitals**

a. Each of the Recitals stated above are hereby incorporated into this Settlement Agreement as if stated fully herein.

9. **Counterparts**

a. 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.

10. **Severability**

a. 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.

11. **Claims Against Settlement Benefits**

a. In the event a third party, such as a bankruptcy trustee, former spouse, or other third party has or claims to have a claim against any payment made to a Settlement Class Member, it is the responsibility of the Settlement Class Member to transmit the funds to such third party.

b. The Parties understand and agree that this Settlement Agreement and any terms herein shall not affect in any regard any debt or obligation owed by any Settlement Class Member.

12. **Execution of Documents**

a. The Parties shall execute all documents and perform all acts necessary and proper to effectuate the terms of this Settlement Agreement.

13. **Exhibits**

a. The exhibits to this Settlement Agreement are an integral and material part of this Settlement Agreement and are hereby incorporated and made a part of this Settlement Agreement.

14. **No Assignments: Binding on Assigns**

a. Each Party represents, covenants, and warrants that he, she, or it has not directly or indirectly assigned, transferred, encumbered, or purported to assign, transfer, or encumber any portion of any liability, claim, demand, cause of action, or rights that he, she, or it herein releases. This Settlement Agreement shall be binding upon and inure to the benefit of the Parties and their respective heirs, trustees, executors, successors, and assigns.

15. **Terms and Conditions Not Superseded**

a. Nothing in this Settlement Agreement abrogates, supersedes, modifies, or qualifies in any way any of the contractual terms and conditions applicable in the ordinary course to the relationship between Mesa Labs and its customers, or to the products and services provided by Mesa Labs and purchased by its customers, except as expressly set forth herein.

16. **Waiver of Compliance**

a. Any failure of any Party to comply with any obligation, covenant, agreement, or condition herein may be expressly waived or excused in writing, to the extent permitted under applicable law, by the Party entitled to the benefit of such obligation, covenant, agreement, or condition, and such party's counsel. A waiver or failure to insist upon

compliance with any representation, warranty, covenant, agreement, or condition shall not operate as a waiver of, or estoppel with respect to any subsequent or other failure.

17. **No Collateral Attack**

a. This Settlement Agreement shall not be subject to collateral attack by any Settlement Class Members or their representatives any time on or after the Effective Date. Such prohibited collateral attacks shall include, but shall not be limited to, claims that a Settlement Class Member's claim should have been heard or decided by another court or in another suit, that a Settlement Class Member's claim was improperly denied, that the payment to a Settlement Class Member was improperly calculated.

18. **Authorization**

a. The signatories hereto represent that they are fully authorized to enter into the Settlement Agreement and bind the Parties to the terms and conditions hereof.

19. **Settlement Class Member Signatures**

a. It is agreed that, because the Settlement Class is so numerous, it is impractical to have each Settlement Class Member execute this Settlement Agreement. The Claim Form will advise all Settlement Class Members and/or their representative of the binding nature of the releases and of this Settlement Agreement, and in the absence of a valid and timely request for exclusion, such Claim Form shall have the same force and effect as if each Settlement Class Member executed this Settlement Agreement.

20. **Drafter of Agreement**

a. None of the Parties will be considered to be the drafter of this Settlement Agreement or any of its provisions for purpose of any statute, case law, or rule of interpretation

or construction that would or might cause any provision to be construed against the drafter of this Settlement Agreement.

THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK

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

DATED: 12/7/18

JAMES L. ORRINGTON II, D.D.S., P.C., on behalf of itself and the Class

By: *James Orrington*
w/permission, by *Jeri Clark*
Its: _____

DATED: 12/7/18

Reviewed and approved by Class Counsel, and agreement to be bound to all provisions in the Agreement that apply to Class Counsel

By: *[Signature]*
On Behalf of all Class Counsel

DATED: _____

MESA LABORATORIES, INC

By: _____

Its: _____

DATED: _____

Reviewed and approved by Mesa Labs' Counsel

By: _____

On Behalf of Mesa Labs' Counsel

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

DATED: _____ JAMES L. ORRINGTON II, D.D.S., P.C., on behalf of itself and the Class

By: _____

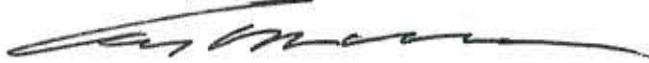
Its: _____

DATED: _____ Reviewed and approved by Class Counsel, and agreement to be bound to all provisions in the Agreement that apply to Class Counsel

By: _____
On Behalf of all Class Counsel

DATED: 12/6/18

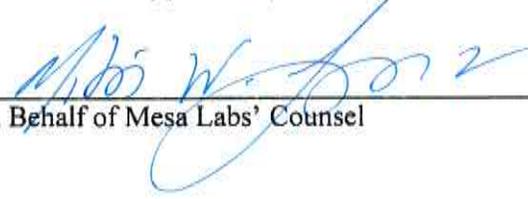
MESA LABORATORIES, INC

By: 
GARY M. OWENS

Its: PROBANT ; CEO

DATED: 12/6/18

Reviewed and approved by Mesa Labs' Counsel

By: 
On Behalf of Mesa Labs' Counsel