

IN THE CIRCUIT COURT OF THE 13TH  
JUDICIAL CIRCUIT IN AND FOR  
HILLSBOROUGH COUNTY, FLORIDA

CASE NO. 15-CA-007914

**CLASS REPRESENTATION**

PATTY DAVIS, on behalf of herself  
and others similarly situated,

Plaintiff,

v.

LABORATORY CORPORATION  
OF AMERICA, and LABORATORY  
CORPORATION OF AMERICA  
HOLDINGS,

Defendants.

\_\_\_\_\_ /

**SETTLEMENT AGREEMENT**

**dated as of**

**October \_\_, 2024**

**by and among**

**LABORATORY CORPORATION OF AMERICA AND LABORATORY  
CORPORATION OF AMERICA HOLDINGS,**

**PATTY DAVIS THE CLASS REPRESENTATIVE,**

**AND CLASS COUNSEL**

## **SETTLEMENT AGREEMENT**

This Settlement Agreement (the “Agreement”) is entered into as of August \_\_, 2024, between Patty Davis (the “Class Representative”), suing on behalf of herself and the Settlement Class defined below, and Laboratory Corporation of America and Laboratory Corporation of America Holdings (as defined in Paragraph 1.2, “LABCORP”). The Class Representative and LABCORP shall collectively be referred to as “the Parties” herein. The Parties intend for this Agreement to resolve, discharge and settle the Released Claims, fully, finally and forever, according to the terms and conditions set forth below.

**WHEREAS**, the Class Representative is a plaintiff in the above-captioned Action against LABCORP in the Circuit Court of the Thirteenth Judicial Circuit, in and for Hillsborough County, Florida (the “Action”).

**WHEREAS**, the Class Representative alleges in this Action that LABCORP made efforts to collect payment for laboratory services from the Class Representative and other similarly situated persons and entities before billing the workers’ compensation carrier throughout the Class Period.

**WHEREAS**, LABCORP denies all allegations of fault, wrongdoing or liability in the Action and does not concede any infirmity in its defenses.

**WHEREAS**, the Class Representative has purported to bring the Action as a class action on behalf of all similarly situated persons and entities who were billed for laboratory services before a workers’ compensation carrier was billed for those services throughout the Class Period.

**WHEREAS**, the Parties have agreed to seek conditional certification of the Settlement Class as defined below. The Parties have also agreed that the Class Representative shall be appointed as the representative of this Settlement Class; and Christa L. Collins and her law

firm, Collins Law PL, shall be appointed as Class Counsel.

**WHEREAS**, counsel for the Parties have conducted extensive settlement discussions with the assistance of a highly qualified mediator in an effort to accomplish a global compromise and settlement of the claims asserted in the Action.

**WHEREAS**, the Parties consider it desirable and in their best interests, and in the interests of the Settlement Class, to have an opportunity to reach an equitable, appropriate, classwide resolution of the issues raised in the litigation, on the terms set forth herein, taking into account the risks, uncertainties, delay and expense involved in this Action, as well as the time and expense of defending costly and protracted litigation on appeal and in the trial courts, and to fully and finally settle all claims asserted in this matter.

**WHEREAS**, the Parties agree that, by entering into this Agreement, no party shall be deemed to have admitted in any way any claims or contentions made by the other nor to have diminished in any way the validity of any claim or contention asserted by that party with respect to the Action. It is further specifically agreed that LABCORP's execution of this Agreement is not, and shall not be construed as, an admission by LABCORP or deemed to be evidence: (a) of the validity of any of the claims made by the Class Representative on behalf of the members of the Settlement Class or of any liability to the Class Representative or to any member of the Settlement Class; or (b) that LABCORP has violated Florida or any other law. The Parties further agree that no drafts of the Agreement, nor any of the documents prepared by any party in negotiating or implementing this Agreement, nor any of the terms of any such documents, shall ever be offered in evidence by any party to any civil, criminal or administrative action or proceeding without LABCORP's express written consent.

**WHEREAS**, the Parties acknowledge that the implied duty of good faith and fair dealing is applicable to each Party's obligations under this Agreement.

**NOW, THEREFORE,** in consideration of the mutual promises and covenants contained in this Agreement, and subject to approval by the Court as provided herein pursuant to the Florida Rules of Civil Procedure, it is hereby stipulated and agreed by and between the Class Representative, acting for herself and on behalf of the Settlement Class, and LABCORP, that all claims, rights and causes of action, state or federal, and including damages, losses and demands of any nature, that have been asserted by the Class Representative and the Settlement Class in this Action against LABCORP, as defined herein, shall be finally and fully resolved, compromised, discharged, settled, released and dismissed with prejudice upon and subject to the following terms and conditions all of which are subject to approval by the Court:

### **DEFINITIONS**

1. The following terms shall have the following meanings in this Agreement and the annexed exhibits.

1.1. The “Action” is the case styled *Patty Davis v. Lab’y Corp. of Am.*, Case No. 15-CA-007914 (Hillsborough Fla. Cir. Ct.).

1.2. “LABCORP” means Laboratory Corporation of America and Laboratory Corporation of America Holdings, as well as their current or former subsidiaries and affiliates, and their current and former parent companies.

1.3. “Agreement” means this Settlement Agreement.

1.4. The “Claim Submission Deadline” means the date by which all Proof of Claim forms must be received by the Claims Administrator. This date shall be one-hundred-twenty (120) days after Class Notice Date, as provided below.

1.5. The “Class,” “Class Members,” and “Settlement Class” shall be defined as:

All individuals, identified through the Selection Protocol set forth in Paragraphs 4-8 below, who submit an executed Proof of Claim form, which states that to the best of their knowledge: (1) they received a laboratory service from Labcorp between August 28, 2013 and August 28, 2015 that was covered by a workers' compensation carrier; (2) Labcorp was provided information showing that the service pertained to a workers compensation claim; and (3) and more than five business days after receiving such information (unless it was furnished on the face of the initial intake form in which case there is no time limitation) Labcorp made efforts to collect payment from the individual for the laboratory service, through (i) billing statements, (ii) collection letters, (iii) telephone calls, (iv) referral to third-party collection agency, or (v) reporting to a credit bureau in connection with the billed service. Specifically excluded from this definition are (A) individuals who have otherwise settled or released their claims where Labcorp has documentation of such settlement or resolution; and (B) individuals who submit a Proof of Claim form but for whom Labcorp documents or data show do not meet the criteria set out in subsections (1)-(3) of this Paragraph.

1.6. "Class Counsel" shall mean and refer to Christa L. Collins and her firm, Collins Law PL, and any attorneys designated by Christa L. Collins, as necessary to assist in the representation of the Settlement Class in this Action.

1.7. The "Class Period" means the period August 28, 2013 through August 28, 2015.

1.8. The "Complaint" means the complaint filed in this Action on August 28, 2015.

1.9. The "Court" means the Thirteenth Judicial Circuit in and for Hillsborough County, FL.

1.10. "Claims" means any and all existing or potential legal claims arising from or related to a patient or other person or entity who was billed for laboratory services by LABCORP first, and a workers' compensation carrier was subsequently billed, with dates of services between August 28, 2013 through August 28, 2015.

1.11. The “Fairness Hearing” means the hearing to be held by the Court to consider the final approval of the Settlement.

1.12. The “Final Approval Date” means that any order of the Court contemplated by or entered pursuant to this Agreement shall be deemed to have become “Final”: (a) thirty (30) days after the entry of Joint Final Order of Approval, if no appeal is taken during such thirty-day period; or (b) if, during the aforesaid thirty-day period, an appeal is taken from such Joint Final Order of Approval, the date upon which all appeals, including petitions for review, rehearing, or certiorari, and any proceedings resulting therefrom, have been finally disposed of, or the date of the expiration of the time to initiate such petitions or proceedings. It is expressly agreed by Class Counsel and by LABCORP that neither party intends that this Paragraph nor any other part of this Agreement establishes or acknowledges that anyone is entitled to or has the right to appeal from any such orders, which may be entered in connection herewith.

1.13. The “Final Judgment” means the Final Judgment and Order Approving Settlement.

1.14. The “Notice” means the Notice of Proposed Settlement, without material alteration from the form of Exhibit A.

1.15. The “Opt Out Deadline” means the date by which all Class Members must make their elections to opt out or object to the Settlement. This date shall be thirty days (30) days after the Class Notice Date by which Notices are sent by mail to the Class Members, as provided below.

1.16. The “Order of Preliminary Approval” means an order without material alteration from the form of Exhibit B.

1.17. The “Parties” mean Class Representative and LABCORP.

1.18. “Preliminary Approval Date” means the date this Court enters the Order of Preliminary Approval on the docket in this Action.

1.19. The “Proof of Claim” means the proof of claim form without material alteration from the form of Exhibit C.

1.20. The Class Notice Date is fifteen (15) days after the Preliminary Approval Date.

1.21. The “Release” means the provisions set forth in Paragraph 34 of this Agreement.

1.22. “Released Claims” shall be defined according to the definition in Paragraph 34 of this Agreement.

1.23. “Released Parties” shall be defined according to the definition in Paragraph 34 of this Agreement.

1.24. “Releasing Parties” shall be defined according to the definition in Paragraph 34 of this Agreement.

1.25. “Settlement” means the settlement of this Action as set forth in this Agreement and attachments.

1.26. “Claims Administrator” means an independent class action settlement administration company approved by Class Counsel and retained by LABCORP, at its own expense, for the purposes of administering the Settlement.

1.27. “Settlement Effective Date” shall mean the date the Final Judgment shall have become final.

### **SETTLEMENT PROCESS**

2. As set forth below, sequence of the settlement administration process shall be (i) the Parties will seek Preliminary Approval of the Agreement; (ii) the Class Administrator shall

distribute Class Notices, then get returned notices, (iii) the Class Administrator shall receive Proofs of Claim; (iv) LABCORP will verify the Proofs of Claim, (v) the Court will hold a final Fairness Hearing, and (v), if approved, the Class Administrator will distribute Settlement Payments.

### **PRELIMINARY APPROVAL**

3. Counsel for the Parties shall jointly submit this Agreement to the Court, and shall request that the Court enter an Order of Preliminary Approval substantially in the form of Exhibit B. The Order of Preliminary Approval shall include terms as follows:

3.1. Preliminarily approving the Settlement of this Action;

3.2. Staying any pending litigation and enjoining the initiation of any new litigation by any Class Member in any court, arbitration, or other tribunal regarding the Released Claims against LABCORP or any of the Released Parties (the “Stay Order”) unless and until the class member opts out of the class action settlement;

3.3. Providing that any Class Member that does not file a timely and complete election to opt out of this Settlement by the Claim Deadline will be bound by the Stay Order and the Settlement;

3.4. Providing that any Class Member that files a timely and complete election to opt out of this Settlement by the Claim Deadline may proceed with his, her, or its own action;

3.5. Certifying the Action as a class action, pursuant to Florida Rule of Civil Procedure 1.220, for settlement purposes only, on behalf of the Settlement Class defined above;

3.6. Approving and directing the Claims Administrator to cause to be mailed a Notice and Proof of Claim substantially in the form of Exhibits A & C to all



Settlement Class Members in the manner provided herein;

3.7. Determining, pursuant to Rule 1.220 that such notification procedures will provide the best notice practicable under the circumstances and constitutes due and sufficient notice to all persons entitled thereto;

3.8. Scheduling a Fairness Hearing to be held: (a) to determine the reasonableness, adequacy and fairness of the Settlement for purposes of the Florida Rules of Civil Procedure; (b) to determine whether Final Judgment should be entered; and (c) to determine whether the application of the Class Representatives and Class Counsel for an award of fees and expenses should be granted. The Fairness Hearing shall be scheduled between forty-five (45) days and seventy-five (75) days after the execution of the Order of Preliminary Approval;

3.9. Approving the proposed Proof of Claim form (Exhibit C);

3.10. Providing that any member of the Settlement Class may opt out of the Settlement Class and this Action in the manner and with the consequences described herein, providing that all such elections to opt out must be postmarked or received by the Claims Administrator no later than the Opt Out Deadline;

3.11. Providing that the Claims Administrator shall file with the Court no later than seven (7) days prior to the Fairness Hearing a list of all elections to opt out received by the Claims Administrator by the Opt Out Deadline;

3.12. Providing that any member of the Settlement Class that objects to the approval of this Settlement may appear at the Fairness Hearing and show cause why the proposed Settlement should not be approved as fair, reasonable and adequate and why a judgment should not be entered thereon. Any such objections or any petition to intervene in the Action must be submitted in writing and must be served on Class

Counsel, the attorneys for LABCORP, and filed with the Court on or before the Opt Out Deadline.

3.13. Providing that no person shall be entitled to contest the approval of the terms and conditions of this Settlement or the judgment to be entered thereon except by filing and serving written objections in accordance with the provisions herein. Any member of the Settlement Class who fails to opt out of the Settlement Class or who fails to object in the manner prescribed shall be deemed to have waived, his, her, or its rights, if any, to opt out of the class settlement or to object to it, and shall be foreclosed forever from raising, objections or asserting any claims arising out of, related to, or based in whole or in part on any of the facts or matters alleged, or which could have been alleged, or which otherwise were at issue in this Action; and

3.14. Authorizing the use and disclosure by LABCORP and Class Counsel of such information as is contemplated and necessary to effectuate the terms and conditions of this Settlement, to protect the confidentiality of the names and addresses of persons that received laboratory services from LABCORP or other confidential or proprietary information pursuant to the terms of this Agreement.

3.15. If the Court does not grant preliminary approval, the Parties will work cooperatively to resolve any deficiencies that the Court may identify, but if the Parties cannot reach mutual agreement then this Agreement shall be null and void as if never made.

#### **SELECTION PROTOCOL**

4. LABCORP has identified 1,227 clinical laboratory specimens dated between August 1, 2013 through August 31, 2015 for which a patient or other person or entity was billed first, and a workers' compensation carrier was subsequently billed (each a "Specimen").

LABCORP will identify all individuals associated with those specimens (the “Mailing Group”).

5. LABCORP will send a Notice and Proof of Claim form to all individuals in the Mailing Group at their last known address, as determined from LABCORP’s records, via first class mail using the protocol described more fully below in the Notice and Administration section.

6. All individuals within the Mailing Group who have completed and returned the Proof of Claim form before the Claim Submission Deadline will be referred to as the “Return Group”.

7. For any Proof of Claim form received from the Return Group, LABCORP will review its documents and data to determine whether the individual submitting the Proof of Claim meets the requirements of the Settlement Class, as defined herein, in addition to meeting one of the following elements with respect to a Specimen:

7.1. If the order for laboratory services that LABCORP received from the ordering provider (the “Requisition”) contained an indication that the Specimen pertained to workers compensation or similar reference.

7.2. If the Requisition contained any box that a Specimen’s patient was “injured on the job” or similar reference and that box is checked.

8. LABCORP will verify that no individuals making claims have previously settled or released their causes of action against LABCORP, where LABCORP has documentation of such release.

### **MONETARY RELIEF**

9. Any person validated through the Selection Protocol described above (the “Class Members”) will receive from LABCORP a single payment of \$125, subject to the terms and conditions in this Agreement.

#### **NON-MONETARY RELIEF**

10. LABCORP will put in place the Workers Compensation Billing Guidelines attached to this Agreement as Exhibit D.

#### **CLASS NOTICE AND ADMINISTRATION**

11. Direct notice to the Class will be provided using the Notice and Proof of Claim forms on or before the Class Notice Date.

12. Upon execution of this Agreement, the Claims Administrator will run the last known addresses LABCORP has in its records for the Class Members described in the Selection Protocol section above through the National Change of Address Registry and update as appropriate.

13. If a mailed Notice is returned with forwarding address information, the Claims Administrator will re-mail the Notice to the forwarding address.

14. For all mailed Notices that are returned as undeliverable, the Claims Administrator will use standard skip tracking devices to obtain forwarding address information and, if the skip tracing yields a different forwarding address, the Claims Administrator will re-mail the Notice to the address identified in the skip trace, as soon as reasonably practicable after the receipt of the returned mail.

15. In addition to allowing Class Members to return a hard-copy claim to the Claims Administrator, the Notice will direct members of the class to a class settlement website where claims can be submitted electronically through a simplified claim form. A toll-free number will be established to provide information to the Settlement Class.

16. All reasonable costs of settlement administration, including the costs of notification to the Class Members, shall be borne by LABCORP, subject to approval by the Court. Such costs shall be paid separately and in addition to any payments made in connection with the Claims Procedure described below.

17. It is understood and agreed that neither Party shall have responsibility or liability with respect to any acts, omissions, or any conduct of any Claims Administrator in connection with the administration and distribution of this Settlement, including, but not limited to, providing notice to the Class Members and responding to queries from Class Members.

18. LABCORP shall bear all reasonable costs incurred in connection with the identification of all members of the Class from LABCORP's own records. Costs of administration (including, but not limited to, printing and mailing the Notice and Proof of Claim forms by the Claims Administrator, costs of any follow-up attempts to redeliver Notices, Proof of Claim forms that are returned to the Claims Administrator by the U.S. Post Office, processing Proof of Claim forms by LABCORP or the Claims Administrator, LABCORP's printing and distribution of checks and drafts to Settlement Class Members and all postage relating to the foregoing) will be paid by LABCORP from its own funds.

19. If the cost of locating a Class Member exceeds ten dollars (\$10.00), then the excess costs of locating that Class Member shall be deducted from that Class Member's recovery. The Claims Administrator shall provide a list of any such Class Members to LABCORP and Class Counsel.

20. Under no circumstances shall LABCORP be required under this Agreement to incur or pay any fees or expenses that it is not explicitly obligated to incur or pay hereunder.

21. The Claims Administrator will also assist in the preparation of an affidavit for

the Fairness Hearing, or shall testify at the Fairness Hearing.

22. Class Counsel and LABCORP shall have the right to audit the Claims Administrator's claims administration at any reasonable time.

### **PAYMENTS FOR CLAIMS**

23. In order to qualify to receive a Settlement Payment, a Class Member must complete and sign a Proof of Claim. The Proof of Claim form must be sent by United States Mail, postmarked on or before the Claim Deadline, to the Claims Administrator. Proofs of Claim may not be made via facsimile transmission. The Claims Administrator shall not be required to provide notice of rejection or otherwise process or respond to elections to opt out or proofs of claim received by it after the Claim Deadline.

24. All Class Members that submit a Proof of Claim to the Claims Administrator that is postmarked after the Claim Deadline shall be barred from recovering any payment.

25. The Class Member will be notified after receipt of any timely Proof of Claim if the Proof of Claim is incomplete or if the Claims Administrator or LABCORP cannot otherwise process the Proof of Claim.

26. Any Class Member that receives a Settlement Payment pursuant to this Agreement agrees to reimburse LABCORP to the extent the Class Member has already been paid for and/or released any claim or claims corresponding to the Settlement Payment.

27. No attorneys' fees, costs or any additional sums of any kind shall be paid to any Class Member, other than those attorneys' fees and costs paid to Class Counsel as provided herein.

### **TIMING OF SETTLEMENT PAYMENTS**

28. The Claims Administrator shall provide and certify to LABCORP and Class Counsel a list of the Class Member(s) who submitted a timely and complete Proof of Claim

and the same shall be filed with the Court. LABCORP shall send Settlement Payments via a check or draft payable to each Class Member within sixty (60) days after the expiration of the thirty (30) day appeal period running from the date of the Final Judgment or after the Claim Submission Deadline, whichever is later. If an appeal is taken from the Order of Final Approval, the Settlement Payments shall not be due until the thirty (30) days after a ruling affirming approval of the Settlement. LABCORP shall not be obligated to make any Settlement Payments if the Settlement is not approved and sustained on appeal, if any.

29. Within thirty (30) days after the date that LABCORP shall have mailed all Settlement Payments pursuant to this Agreement, LABCORP shall file with the Court a verified statement with respect to payment of such Settlement Payments.

#### **FAIRNESS HEARING / FINAL APPROVAL OF SETTLEMENT**

30. On the date set by the Court for the Fairness Hearing, the Parties shall jointly or by agreement request the Court to review any petitions to intervene or objections to the Settlement that have been timely filed and to conduct such other proceedings as the Court may deem appropriate under the circumstances.

31. At the Fairness Hearing, the Parties shall jointly or by agreement request the Court to enter a final order of approval of the settlement class and Final Judgment:

31.1. Determining that the mailing of the Notice and Proof of Claim without material alteration from the form of Exhibits A & C to all Class Members in the manner provided in this Agreement is the best method of notice practicable under the circumstances, constitutes due and sufficient notice to all persons entitled thereto, and satisfies the requirements of the Florida Rules of Civil Procedure and due process;

31.2. Approving the Settlement; finding that its terms are fair, reasonable and adequate to the Settlement Class, for purposes of the Florida Rules of

Civil Procedure; and directing the consummation of the Settlement in accordance with the terms and conditions of this Agreement;

31.3. Approving the elections to opt out that have been filed timely and completely before the Opt Out Deadline;

31.4. Certifying the Settlement Class for settlement purposes only;

31.5. Providing that each member of the Settlement Class (except those who have filed timely and complete elections to opt out by the Opt Out Deadline) shall be bound by this Settlement; releasing and discharging LABCORP and all other Released Parties, dismissing all claims in this Action against LABCORP, on the merits and with prejudice; and entering Final Judgment thereon with a finding that there is no just reason to delay enforcement or appeal;

31.6. Determining and awarding attorneys' fees and costs as provided in Paragraph 33 below;

31.7. Determining and awarding a class representative service award for the Class Representative in the amount of \$7,500.00;

31.8. Reserving jurisdiction over all matters relating to the administration, implementation, effectuation and enforcement of this Agreement;

31.9. Awarding relief consistent with the terms and provisions of this Agreement, as the Parties hereto may agree.

32. If the Court does not grant final approval, the Parties will work cooperatively to resolve any deficiencies that the Court may identify, but if the Parties cannot reach mutual agreement then this Agreement shall be null and void as if never made.



### **ATTORNEYS' FEES AND COSTS**

33. In addition to any Settlement Payments to Class Members, LABCORP agrees to pay Class Counsel \$327,500 for an award of attorney fees and reimbursement of reasonable costs of this litigation. Class Counsel shall file a motion for approval of the attorney's fees and costs and the service award to the Class Representative within 30 days following entry of this Preliminary Approval Order.

### **RELEASE OF CLAIMS**

34. Subject to the Court's approval of this Agreement and the entry of the Final Judgment by the Court, each Class Member who has not timely and properly opted out of the Settlement Class and his, her or its past or present heirs, estates, successors, predecessors, trustees, executors, administrators, parents, subsidiaries, associates, affiliates, employers, employees, agents, insurers, directors, officers, principals, beneficiaries and assigns (collectively, the "Releasing Parties") agree forever to release LABCORP and any of its parent entities, subsidiaries, related entities or affiliates, as well as each of their current and former officers and directors, assignees, successors, predecessors, executives, representatives, shareholders, insurers, attorneys, employees, agents (collectively, the "Released Parties"), from any and all claims, suits, actions, judgments, demands, rights, liabilities, damages, losses, obligations, judgments, attorneys' fees, interest, expenses, costs, rights of action and causes of action, whether known or unknown, accrued or unaccrued, contingent or absolute, suspected or unsuspected, disclosed or undisclosed, arising on or before the Preliminary Approval Date that are, were, or could have been asserted in, based on, related to, or arising from the factual allegations set forth in the Complaint, including but not limited to any Claims or any billing by LABCORP related to a Specimen.

35. Within ten (10) days after the Claims Administrator sends the Settlement

Payment to the last Class Member, the case may be administratively closed upon notice filed by Class Counsel and LABCORP's counsel.

### **COVENANT NOT TO SUE**

36. Class Members who do not timely opt out of the settlement before the Opt Out Deadline agree to accept payment from LABCORP, or any other Released Parties, pursuant to the terms of this Agreement as payment in full for the Claims.

### **MISCELLANEOUS PROVISIONS**

37. Neither this Agreement, approved or not approved, nor any exhibit, document or instrument delivered hereunder, nor any statement, transaction or proceeding in connection with the negotiation, execution or implementation of the Settlement is intended to be or shall be construed as or deemed to be evidence of an admission or concession by LABCORP of any liability or wrongdoing or the truth of any allegations in the Complaint, and none of them shall be admissible in evidence for any such purpose in this or any other proceeding, except that the Settlement Agreement and any Orders entered in connection therewith may be offered and received in connection with proceedings as may be necessary to consummate or enforce the Settlement Agreement, or in any proceeding in which issues are presented which pertain to LABCORP's compliance with the Settlement or with any Orders which may have been entered at any time in connection with this Settlement.

38. Except as provided in this Agreement, all proceedings with respect to the Settlement described by this Agreement and the determination of controversies relating thereto, including disputed questions of law or fact with respect to the validity of claims, shall be subject to the continuing jurisdiction of the Thirteenth Judicial Circuit in and for Hillsborough County, FL.

39. All matters not specifically covered by the provisions of this Agreement shall

be resolved by agreement of Class Counsel and counsel for LABCORP, or if they cannot agree, by the Court.

40. The service of papers and notices under this Agreement shall be made upon the Plaintiff, Class Counsel, and the Class by mailing such papers on:

Collins Law PL  
Christa L. Collins, Esq.  
433 Central Ave.  
4th Floor  
St. Petersburg, Florida 33701

and upon LABCORP by mailing such papers on:

Hogan Lovells US LLP  
Steven F. Barley, Esq.  
100 International Drive  
Suite 2000  
Baltimore, MD 21202

Hogan Lovells US LLP  
James L. VanLandingham, Esq.  
600 Brickell Avenue  
Suite 2700  
Miami, FL 33131

41. This Agreement represents an integrated document negotiated and agreed to between the Parties and shall not be amended, modified or supplemented, nor shall any of its provisions be deemed to be waived, unless by written agreement signed by the respective attorneys for the Parties, and approved by the Court. This document has been drafted jointly and is not to be construed against any Party.

42. This Agreement represents the entire and sole agreement negotiated and agreed to between the Parties to this Agreement.

43. Each and every term of this Agreement shall be binding upon and inure to the benefit of the Class Representative, the Members of the Settlement Class, and LABCORP, as

well as any and all of their predecessors, successors, assigns, and personal representatives, all of which are intended to be the beneficiaries of this Agreement.

44. Class Counsel and counsel for LABCORP each represent that they are authorized by their respective clients to execute this Agreement, to take all steps contemplated by this Agreement, and to effect this Agreement on the terms and conditions stated herein, and further that they will take all steps on their respective clients' behalf contemplated by this Agreement.

45. Class Representative, Class Counsel, and LABCORP agree to cooperate with each other and to take all actions reasonably necessary to obtain Court approval of this Agreement and entry of the orders of the Court that are required to implement its provisions. The Parties and Class Counsel also agree to support this Agreement in accordance with and subject to the provisions of this Agreement. Class Counsel believes that this settlement is in the best interest of the Class Members. Accordingly, Class Counsel shall make every reasonable effort to encourage Class Members to participate in the settlement class, and not to opt out. Class Representative, Class Counsel and LABCORP agree that LABCORP may communicate with Class Members regarding the provisions of this Agreement in order to effectuate the settlement, so long such communications do not invade the attorney/client privilege and are not inconsistent with the Notice or other agreed-upon communications concerning the Agreement.

46. This Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original and all of which together shall be deemed to be one and the same instrument. Photocopies of fully executed copies of this Agreement may be treated as originals.

47. LABCORP shall not be liable for any delay or non-performance of its

obligations under this Agreement arising from any act of God, governmental act, act of terrorism, war, fire, flood, explosion or civil commotion, including but not limited to orders issued by federal, state, or local authorities due to Covid-19.

48. Florida law shall govern this Agreement and any documents prepared or executed pursuant to this Agreement.

**EXECUTED ON BEHALF OF**  
**Laboratory Corporation of America and**  
**Laboratory Corporation of America Holdings**

\_\_\_\_\_  
Print Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

STATE OF \_\_\_\_\_ )  
\_\_\_\_\_) : SS  
COUNTY OF \_\_\_\_\_ )

I HEREBY CERTIFY that on this day, before me, an officer duly authorized in the State and County aforesaid to take acknowledgments, personally appeared \_\_\_\_\_, who is personally known to me, or who is not personally known to me, but to whom an oath was administered, and who produced \_\_\_\_\_ No. \_\_\_\_\_, as identification, and executed the foregoing instrument.

WITNESS my hand and official seal in the County and State last aforesaid this \_\_\_\_ day of \_\_\_\_\_, 2024.

My commission expires:

Notary Public, State of \_\_\_\_\_

Commission No.:

Printed Name of Notary \_\_\_\_\_

Counsel for LABCORP

By: \_\_\_\_\_

EXECUTED ON BEHALF OF  
PATTY DAVIS

Print Name  
Title

Date: 9/6/24

STATE OF Florida )  
COUNTY OF Hillsborough ) SS

I HEREBY CERTIFY that on this day, before me, an officer duly authorized in the State and County aforesaid to take acknowledgments, personally appeared Patty Davis, who is personally known to me, or who is not personally known to me, but to whom an oath was administered, and who produced DL No. DL20-661-62-744-0 as identification, and executed the foregoing instrument.

WITNESS my hand and official seal in the County and State last aforesaid this 6th day of Sept, 2024.

My commission expires: 2/17/27

Notary Public, State of Florida

Commission No.: HH 332238

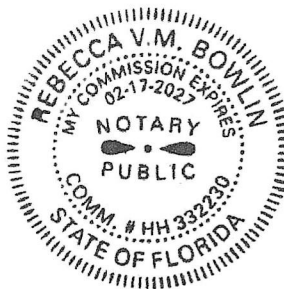
Printed Name of Notary Rebecca Bawlin

Counsel for Patty Davis/Class Representative and Class Members

Collins Law P.C.

By:

Christa L. Collins



# **EXHIBIT A**



PATTY DAVIS,

Plaintiff,

v.

LABORATORY CORPORATION  
OF AMERICA, and LABORATORY  
CORPORATION OF AMERICA  
HOLDINGS,  
Defendants.

IN THE CIRCUIT COURT OF THE 13TH  
JUDICIAL CIRCUIT IN AND FOR  
HILLSBOROUGH COUNTY, FLORIDA

CASE NO.: 15-CA-007914

### **NOTICE OF PROPOSED CLASS ACTION SETTLEMENT**

IF YOU ARE A PERSON WHO RECEIVED A LABORATORY SERVICE FROM LABCORP BETWEEN AUGUST 28, 2013 THROUGH AUGUST 28, 2015 THAT WAS COVERED BY A WORKERS' COMPENSATION CARRIER, AND YOU PROVIDED INFORMATION SHOWING THAT THE SERVICE PERTAINED TO A WORKERS' COMPENSATION CLAIM BUT WERE SUBJECT TO COLLECTION EFFORTS BY LABCORP, YOUR RIGHTS MAY BE AFFECTED BY THE SETTLEMENT OF A CLASS ACTION.

#### **1. WHY SHOULD YOU READ THIS NOTICE?**

If you were billed by Labcorp for laboratory services related to a workers' compensation claim between August 28, 2013 and August 28, 2015, your rights may be affected by a proposed settlement (the "Settlement") in Patty Davis v. Laboratory Corporation of America or Laboratory Corporation of America Holdings (collectively, "Labcorp"), Case No.: 15-CA-007914.

The class representative has agreed to settle and release all claims against Labcorp on behalf of the Settlement Class in the action in exchange for Labcorp's agreement to fund settlement payments to members of the Settlement Class as set forth below. This Settlement is not an admission by Labcorp of any wrongdoing or liability.

The Court has scheduled a hearing to consider the fairness, reasonableness and adequacy of the Settlement, together with certain other matters, to be held on [DATE], at [TIME] in the Circuit Court of the 13th Judicial Circuit, In and For Hillsborough County, Florida, Judge Cheryl K. Thomas, which will be held remotely via Zoom (the "Fairness Hearing"). You may remotely attend the Fairness Hearing via the following online access instructions:

[Zoom Instructions]

The Order scheduling the Fairness Hearing also provides that the Court may adjourn and continue the hearing on another date without providing any further or additional notice to the Settlement Class.

You may be a member of the Settlement Class entitled to receive the benefits of the Settlement. As a member of the Settlement Class, however, you will also be bound by the release and other provisions of the Settlement if it is approved by the Court. You may elect to opt out of the Settlement Class and the Settlement, as explained below. You also have a right to object to any part of the Settlement, but only if you comply with the procedures described in this Notice.

#### **2. WHAT IS THIS LITIGATION ABOUT?**

This action has been brought by Patty Davis (the "Class Representative"), a Florida woman, against Labcorp. The Complaint alleges that between August 28, 2013 and August 28, 2015, Labcorp attempted to bill individuals who received laboratory services that were related to a workers' compensation claim and instead should have billed a workers' compensation carrier. The Complaint is based on the Florida Consumer Collection Practices Act.

#### **3. WHAT ARE THE TERMS OF THE SETTLEMENT?**

The terms of the Settlement Agreement are summarized in this Notice, but a copy of the entire Settlement Agreement is available in the Court file, which can be reviewed at the office of the Clerk of the Court, Hillsborough County Courthouse, 800 E. Twiggs St. Tampa, FL 33602 during regular business hours.

You may also review the Court's docket by logging on to: <https://hover.hillsclerk.com/html/case/caseSearch.html>. To enter the docket simply click on "Circuit Civil" and enter: "15"; and "007914". Then click "Search." You may also review the Settlement Agreement at the Settlement Website at [www.settlement.com](http://www.settlement.com).

a. The Settlement Class

The Settlement is on behalf of the following Settlement Class:

All individuals, identified through the Selection Protocol set forth in Paragraphs 4-8 in the Settlement Agreement, who submit an executed Proof of Claim form, which states that to the best of their knowledge: (1) they received a laboratory service from Labcorp between August 28, 2013 and August 28, 2015 that was covered by a workers' compensation carrier; (2) Labcorp was provided information showing that the service pertained to a workers compensation claim; and (3) and more than five business days after receiving such information (unless it was furnished on the face of the initial intake form in which case there is no time limitation) Labcorp made efforts to collect payment from the individual for the laboratory service, through (i) billing statements, (ii) collection letters, (iii) telephone calls, (iv) referral to third-party collection agency, or (v) reporting to a credit bureau in connection with the billed service. Specifically excluded from this definition are (A) individuals who have otherwise settled or released their claims where Labcorp has documentation of such settlement or resolution; and (B) individuals who submit a Proof of Claim form but for whom Labcorp documents or data show do not meet the criteria set out in subsections (1)-(3) of this Paragraph.

The Parties have agreed to seek conditional certification of this Settlement Class. The Parties have also agreed that the Class Representative shall be appointed as the representative of this Settlement Class, and Christa L. Collins and her law firm Harmon, Woods, Parker & Abrunzo, P.A., shall serve as Counsel to the Class.

b. The Settlement Consideration.

i. Settlement Payment.

In addition to Labcorp's prospective business practice of attempting to avoid billing individuals for laboratory services that are properly payable by workers' compensation carriers, each Class Member who timely submits a valid Proof of Claim form will be entitled to a Settlement Payment for any Specimen (as defined in the Settlement Agreement) that was billed by Labcorp to the Class Members.

If you return a Proof of Claim and your information is validated pursuant to the Settlement Agreement, you will receive from Labcorp a single Settlement Payment of \$125.

ii. The Release Dispute Resolution Process, and Dismissal with Prejudice.

Subject to the Court's approval of this Agreement and the entry of the Final Judgment by the Court, each Class Member who has not timely and properly opted out of the Settlement Class and his, her or its past or present heirs, estates, successors, predecessors, trustees, executors, administrators, parents, subsidiaries, associates, affiliates, employers, employees, agents, insurers, directors, officers, principals, beneficiaries and assigns (collectively, the "Releasing Parties") agree forever to release Labcorp and any of its parent entities, subsidiaries, related entities or affiliates, as well as each of their current and former officers and directors, assignees, successors, predecessors, executives, representatives, shareholders, insurers, attorneys, employees, agents (collectively, the "Released Parties"), from any and all claims, suits, actions, judgments, demands, rights, liabilities, damages, losses, obligations, judgments, attorneys' fees, interest, expenses, costs, rights of action and causes of action, whether known or unknown, accrued or unaccrued, contingent or absolute, suspected or unsuspected, disclosed or undisclosed, arising on or before the Preliminary Approval Date that are, were, or could have been asserted in, based on, related to, or arising from the factual allegations set forth in the Complaint, including but not limited to any Claims or any billing by Labcorp related to a Specimen.

iii. Class Incentive/Class Representative Award

Plaintiff will also request a Class Incentive/Class Representative award to be paid directly to Patty Davis for her service as class representative. Labcorp has agreed not to oppose such an application in the amount of up to \$7,500.00. Any Class Incentive/ Class Representative Award will be paid by Labcorp and not any other Class Member's recovery.

<b>4. WHAT WILL HAPPEN AT THE FAIRNESS HEARING?</b>
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At the Fairness Hearing, the Court will consider several different issues, including the following (a) whether the Settlement is fair, reasonable, and adequate to members of the Settlement Class; (b) whether it should permanently certify the Settlement Class; and (c) whether to enter orders that would prevent members of the Settlement Class from asserting certain claims against Labcorp in the future.

<b>5. CAN I PARTICIPATE IN THE FAIRNESS HEARING?</b>
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Anyone who objects to the Settlement or the Settlement Agreement may appear and present such objections. In order to be permitted to do so, however, you must, on or before **[Date]**:

a. File with the Court a notice of your intention to appear, together with a statement setting forth your objections, if any, to the matter to be considered and the basis for these objections; together with any documentation that you intend to rely upon the Fairness Hearing; and

- b. Serve copies of all such materials either by hand delivery or by first-class mail, postage pre-paid upon the following counsel:

Class Counsel

Collins Law PL  
Christa L. Collins, Esq.  
433 Central Ave., 4th Floor  
St. Petersburg, Florida 33701

Counsel for Labcorp

Hogan Lovells US LLP  
Steven F. Barley, Esq.  
100 International Drive  
Suite 2000  
Baltimore, MD 21202

Hogan Lovells US LLP  
James L. VanLandingham, Esq.  
600 Brickell Avenue, Suite 2700  
Miami, FL 33131

If you do not comply with the foregoing procedures and deadlines for submitting written objections and/or appearing at the Fairness Hearing, you may lose substantial legal rights, including but not limited to, the right to appear at the Fairness Hearing; the right to contest approval of the Settlement; or the right to contest any other orders of judgments of the Court entered in connection with the Settlement. If the Court does not approve the Settlement, the Settlement will be null and void.

- c. The Court may adjourn the Fairness Hearing without further notice of any kind other than an announcement of such adjournment in open court at the Fairness Hearing or any adjournment thereof.

**6. HOW DO I FILE A CLAIM?**

The Settlement contemplates certain settlement payments to each Class Member who submits a timely and complete Proof of Claim to the Settlement Administrator in the internet portal at the following address:

[Website]

**IN ORDER TO BE ENTITLED TO RECEIVE ANY PAYMENT FROM THE SETTLEMENT FUND, YOU MUST SUBMIT THE PROOF OF CLAIM THROUGH THE INTERNET CLAIM PORTAL NO LATER THAN [DATE]. IF YOU DO NOT SUBMIT YOUR PROOF OF CLAIM BY THIS DEADLINE, YOU WILL BE DEEMED TO HAVE WAIVED YOUR RIGHT TO RECEIVE ANY PAYMENT FROM THE SETTLEMENT FUND. IF YOU FILE A CLAIM, YOU WILL BE ELECTING TO BE A MEMBER OF THE CLASS AND WILL BE BOUND BY ALL PROCEEDINGS, ORDERS, AND JUDGMENTS ENTERED IN CONNECTION WITH THE PROPOSED SETTLEMENT INCLUDING THE RELEASE AND DISMISSAL WITH PREJUDICE DESCRIBED ABOVE.**

**7. WHAT IF I DO NOT WANT TO BE PART OF THE SETTLEMENT?**

If you do not want to be a member of the Settlement Class and participate in the Settlement, then **BY NO LATER THAN [DATE]**, you must send a signed statement expressing your desire to opt out of the settlement, and that statement must include your name, address, and telephone number. The signed statement must be sent to the following:

**Claims Administrator**

[Address]

**And send a copy by hand delivery or by first-class mail, postage prepaid, upon the following counsel by mail to:**

Class Counsel

Collins Law PL  
Christa L. Collins, Esq.  
433 Central Ave.  
4th Floor  
St. Petersburg, Florida 33701

Counsel for Labcorp

Hogan Lovells US LLP  
Steven F. Barley, Esq.  
100 International Drive  
Suite 2000  
Baltimore, MD 21202

Hogan Lovells US LLP  
James L. VanLandingham, Esq.  
600 Brickell Avenue, Suite 2700  
Miami, FL 33131

**TO BE CONSIDERED TIMELY AND TO EFFECTIVELY OPT OUT OF THE SETTLEMENT, YOUR COMPLETED SIGNED STATEMENT ADVISING OF YOUR ELECTION TO OPT OUT MUST BE POST-MARKED BY NO LATER THAN [DATE]. IF IT IS NOT POST-MARKED BY THAT DATE, YOUR RIGHT TO OPT OUT WILL BE DEEMED WAIVED AND YOU BE BOUND BY ALL ORDERS AND JUDGMENTS ENTERED IN CONNECTION WITH THE SETTLEMENT.**

If you choose to opt out of the Settlement and the Settlement Class, you will not be entitled to receive the benefits of the Settlement with Labcorp, including any payment from the settlement fund. Your claims against Labcorp will not be released and you will be free to pursue any claims you believe you have by filing a separate action.

**8. WHAT ABOUT ATTORNEYS' FEES AND EXPENSES?**

Class Members will not be obligated to pay any attorneys' fees or costs under the proposed Settlement Agreement. Since the beginning of this litigation, Plaintiff's counsel in the Action has not received any payment for their services in prosecuting the Action, nor have they been reimbursed for any out-of-pocket expenses. If the Court approves the Settlement, Labcorp has agreed to pay Class Counsel \$327,500 in fees and costs. This payment is in addition to the consideration to the members of the Settlement Class that is described above and will not reduce the amount available to members of the Settlement Class if the Settlement is approved.

**9. WHOM CAN I CONTACT WITH QUESTIONS?**

If you have questions regarding this Notice, the Settlement with Labcorp or the Action generally, you can obtain additional information from:

Class Counsel:

Collins Law PL  
Christa L. Collins, Esq.  
433 Central Ave.  
4th Floor  
St. Petersburg, Florida 33701

**PLEASE DO NOT CALL THE COURT OR THE CLERK'S OFFICE.**

**10. REQUEST TO FORWARD THIS NOTICE.**

If you would be a member of the Settlement Class described in this notice but you have assigned any claim that might be covered by the Settlement or be released as described above, please forward this notice to the appropriate person as soon as possible.

# **EXHIBIT B**

PATTY DAVIS,

Plaintiff,

v.

LABORATORY CORPORATION  
OF AMERICA, and LABORATORY  
CORPORATION OF AMERICA  
HOLDINGS,  
Defendant.

IN THE CIRCUIT COURT OF THE 13TH  
JUDICIAL CIRCUIT IN AND FOR  
HILLSBOROUGH COUNTY, FLORIDA

CASE NO.: 15-CA-007914

### **ORDER OF PRELIMINARY APPROVAL**

The Court having reviewed and considered the Motion for Preliminary Approval of Settlement, filed on \_\_\_\_\_, 2024, and having reviewed and considered the terms and conditions of the proposed Settlement as set forth in the Settlement Agreement, a copy of which has been submitted with the Motion and the terms of which are incorporated herewith, and all other prior proceedings in this Action, good cause for this Order having been shown,

#### **IT IS HEREBY ORDERED:**

The terms of the Class-Wide Settlement Agreement (the “Settlement Agreement”) and the proposed settlement class are preliminarily approved, subject to further consideration at the Fairness Hearing provided for below. The Court concludes that the Settlement is sufficiently within the range of reasonableness to warrant the conditional certification of the Settlement Class, the scheduling of the Fairness Hearing, and the circulation of Notice to Class Members, each as provided for in this Order.

### **CONDITIONAL CERTIFICATION OF THE CLASS**

For purposes of settlement only, this Action is conditionally certified pursuant to Florida Rules of Civil Procedure 1.220 as a class action on behalf of the following persons (the “Settlement Class”):

All individuals, identified through the Selection Protocol set forth in Paragraphs 4-8 of the Settlement Agreement, who submit an executed Proof of Claim form, which states that to the best of their knowledge: (1) they received a laboratory service from Laboratory Corporation of America or Laboratory Corporation of America Holdings (collectively, “Labcorp”) between August 28, 2013 and August 28, 2015 that was covered by a workers’ compensation carrier; (2) Labcorp was provided information showing that the service pertained to a workers compensation claim; and (3) and more than five business days after receiving such information (unless it was furnished on the face of the initial intake form in which case there is no time limitation) Labcorp made efforts to collect payment from the individual for the laboratory service, through (i) billing statements, (ii) collection letters, (iii) telephone calls, (iv) referral to third-party collection agency, or (v) reporting to a credit bureau in connection with the billed service. Specifically excluded from this definition are (A) individuals who

have otherwise settled or released their claims where Labcorp has documentation of such settlement or resolution; and (B) individuals who submit a Proof of Claim form but for whom Labcorp documents or data show do not meet the criteria set out in (1)-(3) in this Paragraph.

Plaintiff Patty Davis is conditionally certified as the Class Representative. This conditional certification of the class and Class Representative is solely for purposes of effectuating the Settlement. If the Settlement Agreement is not approved, terminated or is not consummated for any reason, the foregoing conditional certification of the class and appointment of the Class Representative shall be void and of no further effect and the parties to the Settlement shall be returned to the status each occupied before entry of this Order without prejudice to any legal argument that any of the parties to the Settlement Agreement might have asserted in this Action. The Court notes that, because the conditional certification of the Settlement Class is in connection with the Settlement rather than litigation, the Court need not resolve the issues of manageability presented by certification of the class proposed in the Complaint. Instead the Court will determine whether the proposed class-wide settlement is fair, reasonable and in the best interest of the class members before granting final approval of the settlement and class certification.

#### **FAIRNESS HEARING; RIGHT TO APPEAR AND OBJECT**

A Fairness Hearing (the “Fairness Hearing”) shall take place before the undersigned, In The Circuit Court of the 13th Judicial Circuit, In and For Hillsborough County, Florida, Judge Cheryl K. Thomas, at the Hillsborough County Courthouse, via a Zoom meeting on [COURT TO PROVIDE ZOOM DETAILS AND TIME AND DATE OF HEARING *[not less than forty-five (45) days from or more than seventy-five (75) days from the date of this Order]* to determine:

1. Whether the Court should permanently certify the Settlement Class and whether the Class Representative and its counsel have adequately represented the class;
2. Whether the Settlement, on the terms and conditions provided for in the Settlement Agreement, should be finally approved by the Court as fair, reasonable and adequate;
3. Whether Final Judgment should be entered granting final approval to the Settlement Agreement, approving the Service Award to the Class Representative and the Fees and Costs requested by Class Counsel.
4. Whether the Court should permanently enjoin the assertion of any claims that arise from or relate to the subject matter of this Action against the Released Parties in the Agreement;
5. Whether the application for attorneys’ fees and expenses to be submitted by Class Counsel should be approved;
6. Such other matters as the Court may deem necessary or appropriate. The Court may finally approve the Settlement at or after the Fairness Hearing with any modifications agreed to by the Parties and without further notice to the class.

7. Any member of the class who has not timely and properly provided notice of an election to opt out of the Settlement Class and the Settlement, and any other interested person, may appear at the Fairness Hearing in person or by counsel and be heard, to the extent allowed by the Court, either in support of or in opposition to the matters to be considered at the hearing, provided, however, that no person shall be heard, and no papers, briefs or other submissions shall be submitted by the Court in connection with its consideration of those matters, unless on or before thirty (30) days after notices are sent (“Opt Out Deadline”), such person:
- a. Files with the Court a Notice of such person’s intention to appear, together with a statement setting forth such person’s objections, if any, to the matter to be considered and the basis therefore, together with any documentation that such person intends to rely upon at the Fairness Hearing;
  - b. Serves copies of all such materials either by hand delivery or by first-class mail, postage prepaid, upon the following counsel by mail to:

Class Counsel

Collins Law PL  
Christa L. Collins, Esq.  
433 Central Ave.  
4th Floor  
St. Petersburg, Florida 33701

Counsel for Labcorp

Hogan Lovells US LLP  
Steven F. Barley, Esq.  
100 International Drive  
Suite 2000  
Baltimore, MD 21202  
James L. VanLandingham, Esq.  
600 Brickell Avenue  
Suite 2700  
Miami, FL 33131

The Court may adjourn the Fairness Hearing, including the consideration of the application for attorneys’ fees and expenses, without further notice of any kind other than an announcement of such adjournment in open court at the Fairness Hearing or any adjournment thereof. In addition, if no objections to the settlement are filed, the Parties may notify the Court and the Court may enter a Final Judgment without further hearing.

**FORM AND TIMING OF NOTICE**

Within 30 days after entry of this Order, the Settlement Administrator shall cause copies of the Notice and Proof of Claim, substantially in the form of Exhibits A and C to the Settlement



Agreement, the form of which is hereby approved, to be mailed by first-class mail, postage pre-paid, to all potential members of the Settlement Class through the notice procedure described in the Settlement Agreement. Upon execution of this Agreement, the Settlement Administrator will compile the names and last-known addresses of all Class Members, based on a list supplied by Labcorp from a reasonable, good faith search of its records for addresses for all potential Class Members. In the event any mailing to a Class Member containing a Notice and Proof of Claim is returned to the Settlement Administrator, the Settlement Administrator shall attempt to locate the Class Member via standard skip tracing means. These will be the final efforts utilized to locate current addresses for Class Members.

At least seven (7) days prior to the Fairness Hearing, Labcorp and/or the Settlement Administrator shall file a sworn statement attesting to compliance with the preceding paragraph. The cost of providing the Notice to the Settlement Class as specified in this Order shall be paid as set forth in the Settlement Agreement.

The Notice to be provided as set forth in this Order is hereby found to be the best means of notice to members of the class and is practicable under the circumstances and, when completed, shall constitute due and sufficient notice of the settlement and the Fairness Hearing to all persons affected by and/or entitled to participate in the Settlement or the Fairness Hearing, in full compliance with the requirements of due process and the Florida Rules of Civil Procedure.

#### **ABILITY OF CLASS MEMBERS TO OPT OUT OF THE SETTLEMENT CLASS**

All members of the class who wish to opt out of the class must do so by sending written notice of their election to opt out to the Settlement Administrator at the address set forth in the Notices to be provided as set forth in this Order. To be considered timely and thereby effectively exclude a person from the class, the envelope delivering a completed opt out request for such person must be post-marked by no later than the Opt Out Deadline. At least seven (7) days prior to the Fairness Hearing, Labcorp and/or the Settlement Administrator shall submit to the Court a sworn statement setting forth the names and addresses of each member of the class who is timely electing to opt out of the class.

Any potential member of the class that does not properly and timely request exclusion from the Settlement Class shall be included in such Class and, if the settlement is approved and becomes effective, shall be bound by all the terms and provisions of the Settlement Agreement, including but not limited to the Release of Claims described therein, whether or not such person shall have objected to the settlement and whether or not such person makes a claim upon, or participates in, the settlement fund or the other benefits to the class to be provided under the Settlement Agreement.

#### **OTHER PROVISIONS**

Capitalized terms used in this Order that are not otherwise identified herein have a meaning assigned to them in the Settlement Agreement.

All proceedings against and concerning Labcorp in the Action, other than proceedings that may be necessary to carry out the terms and conditions of the Settlement, including all pending actions in

any other state or federal court that include any Released Claims, as defined in the Settlement Agreement, are hereby stayed and suspended until further order of the Court. Pending this Court's ruling on final approval of the Settlement, all members of the class are hereby barred and enjoined from commencing or prosecuting any action asserting any Released Claims against Labcorp.

No discovery with regard to the settlement or the Settlement Agreement shall be permitted as to any of the parties to the Settlement Agreement other than as specifically allowed in the Settlement Agreement or as may be directed by the Court upon a proper showing by the parties seeking such discovery by motion properly noticed and served in accordance with the Florida Rules of Civil Procedure.

Neither the Settlement Agreement nor any provision therein, nor any negotiations, statements or proceedings in connection therewith shall be construed as, or be deemed to be evidence of, an admission or concession on the part of any of the representative plaintiffs, as counsel, any members of the class, Labcorp, or any other person of liability or wrongdoing by them, or that the claims and defenses that have been, or could have been, asserted in the Action are or are not meritorious, and neither the Settlement Agreement nor any such communications shall be offered or received in evidence in any action or proceeding, or be used in any way as an admission or concession or evidence of any liability or wrongdoing of any nature or that representative plaintiffs, or any member of the class or any person has or has not suffered any damage.

In the event that the Settlement Agreement is terminated or is not consummated for any reason, this settlement and all proceedings had in connection therewith shall be null and void, except to the extent expressly provided to the contrary in the Settlement Agreement, and without prejudice to the rights of the parties to the Settlement Agreement before it was executed.

DONE AND ORDERED in Tampa, Hillsborough County, Florida on \_\_\_\_\_, 2024.

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HON. CHERYL K. THOMAS  
CIRCUIT COURT JUDGE

Copies furnished to:  
Counsel of record

# **EXHIBIT C**

PATTY DAVIS,

Plaintiff,

v.

LABORATORY CORPORATION  
OF AMERICA, and LABORATORY  
CORPORATION OF AMERICA  
HOLDINGS,  
Defendant.

IN THE CIRCUIT COURT OF THE 13TH  
JUDICIAL CIRCUIT IN AND FOR  
HILLSBOROUGH COUNTY, FLORIDA

CASE NO.: 15-CA-007914

### **ORDER OF PRELIMINARY APPROVAL**

The Court having reviewed and considered the Motion for Preliminary Approval of Settlement, filed on \_\_\_\_\_, 2024, and having reviewed and considered the terms and conditions of the proposed Settlement as set forth in the Settlement Agreement, a copy of which has been submitted with the Motion and the terms of which are incorporated herewith, and all other prior proceedings in this Action, good cause for this Order having been shown,

#### **IT IS HEREBY ORDERED:**

The terms of the Class-Wide Settlement Agreement (the “Settlement Agreement”) and the proposed settlement class are preliminarily approved, subject to further consideration at the Fairness Hearing provided for below. The Court concludes that the Settlement is sufficiently within the range of reasonableness to warrant the conditional certification of the Settlement Class, the scheduling of the Fairness Hearing, and the circulation of Notice to Class Members, each as provided for in this Order.

### **CONDITIONAL CERTIFICATION OF THE CLASS**

For purposes of settlement only, this Action is conditionally certified pursuant to Florida Rules of Civil Procedure 1.220 as a class action on behalf of the following persons (the “Settlement Class”):

All individuals, identified through the Selection Protocol set forth in Paragraphs 4-8 of the Settlement Agreement, who submit an executed Proof of Claim form, which states that to the best of their knowledge: (1) they received a laboratory service from Laboratory Corporation of America or Laboratory Corporation of America Holdings (collectively, “Labcorp”) between August 28, 2013 and August 28, 2015 that was covered by a workers’ compensation carrier; (2) Labcorp was provided information showing that the service pertained to a workers compensation claim; and (3) and more than five business days after receiving such information (unless it was furnished on the face of the initial intake form in which case there is no time limitation) Labcorp made efforts to collect payment from the individual for the laboratory service, through (i) billing statements, (ii) collection letters, (iii) telephone calls, (iv) referral to third-party collection agency, or (v) reporting to a credit bureau in connection with the billed service. Specifically excluded from this definition are (A) individuals who

have otherwise settled or released their claims where Labcorp has documentation of such settlement or resolution; and (B) individuals who submit a Proof of Claim form but for whom Labcorp documents or data show do not meet the criteria set out in (1)-(3) in this Paragraph.

Plaintiff Patty Davis is conditionally certified as the Class Representative. This conditional certification of the class and Class Representative is solely for purposes of effectuating the Settlement. If the Settlement Agreement is not approved, terminated or is not consummated for any reason, the foregoing conditional certification of the class and appointment of the Class Representative shall be void and of no further effect and the parties to the Settlement shall be returned to the status each occupied before entry of this Order without prejudice to any legal argument that any of the parties to the Settlement Agreement might have asserted in this Action. The Court notes that, because the conditional certification of the Settlement Class is in connection with the Settlement rather than litigation, the Court need not resolve the issues of manageability presented by certification of the class proposed in the Complaint. Instead the Court will determine whether the proposed class-wide settlement is fair, reasonable and in the best interest of the class members before granting final approval of the settlement and class certification.

#### **FAIRNESS HEARING; RIGHT TO APPEAR AND OBJECT**

A Fairness Hearing (the “Fairness Hearing”) shall take place before the undersigned, In The Circuit Court of the 13th Judicial Circuit, In and For Hillsborough County, Florida, Judge Cheryl K. Thomas, at the Hillsborough County Courthouse, via a Zoom meeting on [COURT TO PROVIDE ZOOM DETAILS AND TIME AND DATE OF HEARING *[not less than forty-five (45) days from or more than seventy-five (75) days from the date of this Order]* to determine:

1. Whether the Court should permanently certify the Settlement Class and whether the Class Representative and its counsel have adequately represented the class;
2. Whether the Settlement, on the terms and conditions provided for in the Settlement Agreement, should be finally approved by the Court as fair, reasonable and adequate;
3. Whether Final Judgment should be entered granting final approval to the Settlement Agreement, approving the Service Award to the Class Representative and the Fees and Costs requested by Class Counsel.
4. Whether the Court should permanently enjoin the assertion of any claims that arise from or relate to the subject matter of this Action against the Released Parties in the Agreement;
5. Whether the application for attorneys’ fees and expenses to be submitted by Class Counsel should be approved;
6. Such other matters as the Court may deem necessary or appropriate. The Court may finally approve the Settlement at or after the Fairness Hearing with any modifications agreed to by the Parties and without further notice to the class.

7. Any member of the class who has not timely and properly provided notice of an election to opt out of the Settlement Class and the Settlement, and any other interested person, may appear at the Fairness Hearing in person or by counsel and be heard, to the extent allowed by the Court, either in support of or in opposition to the matters to be considered at the hearing, provided, however, that no person shall be heard, and no papers, briefs or other submissions shall be submitted by the Court in connection with its consideration of those matters, unless on or before thirty (30) days after notices are sent (“Opt Out Deadline”), such person:
- a. Files with the Court a Notice of such person’s intention to appear, together with a statement setting forth such person’s objections, if any, to the matter to be considered and the basis therefore, together with any documentation that such person intends to rely upon at the Fairness Hearing;
  - b. Serves copies of all such materials either by hand delivery or by first-class mail, postage prepaid, upon the following counsel by mail to:

Class Counsel

Collins Law PL  
Christa L. Collins, Esq.  
433 Central Ave.  
4th Floor  
St. Petersburg, Florida 33701

Counsel for Labcorp

Hogan Lovells US LLP  
Steven F. Barley, Esq.  
100 International Drive  
Suite 2000  
Baltimore, MD 21202  
James L. VanLandingham, Esq.  
600 Brickell Avenue  
Suite 2700  
Miami, FL 33131

The Court may adjourn the Fairness Hearing, including the consideration of the application for attorneys’ fees and expenses, without further notice of any kind other than an announcement of such adjournment in open court at the Fairness Hearing or any adjournment thereof. In addition, if no objections to the settlement are filed, the Parties may notify the Court and the Court may enter a Final Judgment without further hearing.

**FORM AND TIMING OF NOTICE**

Within 30 days after entry of this Order, the Settlement Administrator shall cause copies of the Notice and Proof of Claim, substantially in the form of Exhibits A and C to the Settlement

Agreement, the form of which is hereby approved, to be mailed by first-class mail, postage pre-paid, to all potential members of the Settlement Class through the notice procedure described in the Settlement Agreement. Upon execution of this Agreement, the Settlement Administrator will compile the names and last-known addresses of all Class Members, based on a list supplied by Labcorp from a reasonable, good faith search of its records for addresses for all potential Class Members. In the event any mailing to a Class Member containing a Notice and Proof of Claim is returned to the Settlement Administrator, the Settlement Administrator shall attempt to locate the Class Member via standard skip tracing means. These will be the final efforts utilized to locate current addresses for Class Members.

At least seven (7) days prior to the Fairness Hearing, Labcorp and/or the Settlement Administrator shall file a sworn statement attesting to compliance with the preceding paragraph. The cost of providing the Notice to the Settlement Class as specified in this Order shall be paid as set forth in the Settlement Agreement.

The Notice to be provided as set forth in this Order is hereby found to be the best means of notice to members of the class and is practicable under the circumstances and, when completed, shall constitute due and sufficient notice of the settlement and the Fairness Hearing to all persons affected by and/or entitled to participate in the Settlement or the Fairness Hearing, in full compliance with the requirements of due process and the Florida Rules of Civil Procedure.

#### **ABILITY OF CLASS MEMBERS TO OPT OUT OF THE SETTLEMENT CLASS**

All members of the class who wish to opt out of the class must do so by sending written notice of their election to opt out to the Settlement Administrator at the address set forth in the Notices to be provided as set forth in this Order. To be considered timely and thereby effectively exclude a person from the class, the envelope delivering a completed opt out request for such person must be post-marked by no later than the Opt Out Deadline. At least seven (7) days prior to the Fairness Hearing, Labcorp and/or the Settlement Administrator shall submit to the Court a sworn statement setting forth the names and addresses of each member of the class who is timely electing to opt out of the class.

Any potential member of the class that does not properly and timely request exclusion from the Settlement Class shall be included in such Class and, if the settlement is approved and becomes effective, shall be bound by all the terms and provisions of the Settlement Agreement, including but not limited to the Release of Claims described therein, whether or not such person shall have objected to the settlement and whether or not such person makes a claim upon, or participates in, the settlement fund or the other benefits to the class to be provided under the Settlement Agreement.

#### **OTHER PROVISIONS**

Capitalized terms used in this Order that are not otherwise identified herein have a meaning assigned to them in the Settlement Agreement.

All proceedings against and concerning Labcorp in the Action, other than proceedings that may be necessary to carry out the terms and conditions of the Settlement, including all pending actions in

any other state or federal court that include any Released Claims, as defined in the Settlement Agreement, are hereby stayed and suspended until further order of the Court. Pending this Court's ruling on final approval of the Settlement, all members of the class are hereby barred and enjoined from commencing or prosecuting any action asserting any Released Claims against Labcorp.

No discovery with regard to the settlement or the Settlement Agreement shall be permitted as to any of the parties to the Settlement Agreement other than as specifically allowed in the Settlement Agreement or as may be directed by the Court upon a proper showing by the parties seeking such discovery by motion properly noticed and served in accordance with the Florida Rules of Civil Procedure.

Neither the Settlement Agreement nor any provision therein, nor any negotiations, statements or proceedings in connection therewith shall be construed as, or be deemed to be evidence of, an admission or concession on the part of any of the representative plaintiffs, as counsel, any members of the class, Labcorp, or any other person of liability or wrongdoing by them, or that the claims and defenses that have been, or could have been, asserted in the Action are or are not meritorious, and neither the Settlement Agreement nor any such communications shall be offered or received in evidence in any action or proceeding, or be used in any way as an admission or concession or evidence of any liability or wrongdoing of any nature or that representative plaintiffs, or any member of the class or any person has or has not suffered any damage.

In the event that the Settlement Agreement is terminated or is not consummated for any reason, this settlement and all proceedings had in connection therewith shall be null and void, except to the extent expressly provided to the contrary in the Settlement Agreement, and without prejudice to the rights of the parties to the Settlement Agreement before it was executed.

DONE AND ORDERED in Tampa, Hillsborough County, Florida on \_\_\_\_\_, 2024.

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HON. CHERYL K. THOMAS  
CIRCUIT COURT JUDGE

Copies furnished to:  
Counsel of record



# **EXHIBIT D**



## Internal Memo

### Labcorp Workers Compensation Billing Guidelines

It is Labcorp's practice to submit claims to a workers compensation insurance carrier ("Workers Comp Carrier") when Labcorp is appropriately notified that a patient's laboratory services relate to a workplace injury or are otherwise covered by workers compensation insurance.

Labcorp has developed procedures to facilitate the appropriate billing of patient specimens that may relate to workplace injuries, as summarized below. Additional details may be located in documentation maintained by Revenue Cycle Management.

Labcorp generally bills in accordance with the information submitted on the requisition for laboratory services. When the requisition states that services relate to a workplace injury, requests that the services be billed to a Workers Comp Carrier, or otherwise indicates that the services should be billed to a Workers Comp Carrier, Labcorp will submit a claim in accordance with those instructions. Workers compensation information may also be supplied separately by the ordering provider or the physician.

When a claim that Labcorp submits to a Workers Comp Carrier is denied (for example, if the insurer responds that the patient is not covered), Labcorp follows additional steps. Labcorp conducts outreach to the ordering provider and/or the patient, as appropriate, to inquire whether the service should be billed to workers compensation insurance and request additional information, as needed. Labcorp may then resubmit the claim to the Workers Comp Carrier, as appropriate.