

IN THE CIRCUIT COURT OF THE THIRTEENTH JUDICIAL CIRCUIT  
IN AND FOR HILLSBOROUGH COUNTY, FLORIDA  
CIVIL DIVISION

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

Plaintiff,

v.

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

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CASE NO.: 15-CA-007914

DIVISION: A

**CLASS  
REPRESENTATION**

**ORDER OF PRELIMINARY APPROVAL**

The Court having reviewed and considered the Unopposed Motion for Preliminary Approval of Settlement, filed on April 14, 2025, 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 July 31, 2025, at 2:30 p.m. The hearing will be conducted via the Court’s zoom link below to determine:

<https://zoom.us/j/93553574539>

Meeting ID number is 935 5357 4539.

**\*\*NO PASSWORD REQUIRED\*\***

If joining the hearing via telephone, call 1-786-635-1003 or 1-470-381-2552 and then use the same meeting ID number referenced above.

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. 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.

6. 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 Notice 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 as set forth in the Notice 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  
\_\_\_\_\_, 2025.

Electronically Conformed 5/2/2025  
Cheryl Thomas

\_\_\_\_\_  
HON. CHERYL K. THOMAS  
CIRCUIT COURT JUDGE

Copies furnished to:  
Counsel of record