

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 AND 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 July 31, 2025 at 2:30 p.m. in the Circuit Court of the 13th Judicial Circuit, In and For Hillsborough County, Florida, before 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:

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

Meeting ID number is 935 5357 4539.

****NO PASSWORD REQUIRED****

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.FloridaLCASettlement.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) 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 Collins Law PL, 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 Proof of Claim Form that is validated 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. Any Class Incentive/Class Representative Award will be paid by Labcorp and not out of any Class Member's recovery.

4. WHAT WILL HAPPEN AT THE FAIRNESS HEARING?

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.

5. CAN I PARTICIPATE IN THE FAIRNESS HEARING?

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 **July 2, 2025**:

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 PLLC
Christa L. Collins, Esq.
433 Central Avenue, 4th Floor
St. Petersburg, FL 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:

www.FloridaLCASettlement.com

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 SEPTEMBER 30, 2025. 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 July 2, 2025**, 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:

Patty Davis v. LabCorp Settlement Administrator
P.O. Box 301130
Los Angeles, CA 90030-1130

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

Class Counsel

Collins Law PLLC
Christa L. Collins, Esq.
433 Central Avenue
4th Floor
St. Petersburg, FL 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 POSTMARKED BY NO LATER THAN JULY 2, 2025. IF IT IS NOT POSTMARKED BY THAT DATE, YOUR RIGHT TO OPT OUT WILL BE DEEMED WAIVED AND YOU WILL 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 the Settlement website at: www.FloridaLCASettlement.com or the following toll-free telephone number: 1-833-846-6540.

Class Counsel:

Collins Law PLLC
Christa L. Collins, Esq.
433 Central Avenue
4th Floor
St. Petersburg, FL 33701

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

10. REQUEST TO FORWARD THIS NOTICE.

If you are 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.