UNITED STATES DISTRICT COURT
MIDDLE DISTRICT OF NORTH CAROLINA

CONNIE HOWARD, YADIRA YAZMIN HERNANDEZ, and DEBORAH REYNOLDS, on behalf of themselves and all other persons similarly situated, Plaintiffs, v. LABORATORY CORPORATION OF AMERICA and LABORATORY CORPORATION OF AMERICA HOLDINGS, Defendants.	Case No. 1:23-cv-758-WO-JEP **JOINT DECLARATION OF PLAINTIFFS' COUNSEL IN SUPPORT OF PLAINTIFFS' UNOPPOSED MOTION FOR PRELIMINARY APPROVAL OF CLASS ACTION SETTLEMENT**

We, Douglas Cuthbertson, Matthew R. Wilson, and Brian Levin, jointly declare and state as follows:

1. Douglas Cuthbertson is a partner at the law firm Lieff Cabraser Heimann & Bernstein, LLP ("LCHB") and serves as co-counsel of record for Plaintiffs Connie Howard, Yadira Yazmin Hernandez, and Deborah Reynolds ("Plaintiffs") against Defendants Laboratory Corporation of America and Laboratory Corporation of America Holdings (collectively, "Labcorp") in the above-captioned case (the "Action").

2. Matthew R. Wilson is a principal at Meyer Wilson Werning, L.P.A. ("MWW") and serves as co-counsel of record for Plaintiffs in the Action.

3. Brian Levin is a partner at Levin Law, P.A. ("Levin Law") and serves as co-counsel of record for Plaintiffs in the Action.

4. Throughout the litigation, we and our respective law firms have been integrally involved in the prosecution of Plaintiffs' claims on behalf of the proposed Settlement Class.

5. We make this Declaration in support of Plaintiffs' Unopposed Motion for Preliminary Approval of Class Action Settlement. Except where otherwise stated, we each have personal knowledge of the facts set forth in this Declaration based on active

participation in all aspects of the prosecution and resolution of the Action. If called upon to testify, we could and would testify competently to the truth of the matters stated herein.

I. Summary of the Action: Filing, Transfer, Motion to Dismiss

6. Before initiating the Action, Plaintiffs' counsel conducted a thorough investigation into Labcorp's website, www.labcorp.com (the "Website"), the Third-party Trackers contained on the website, and the interception of personally identifiable and sensitive medical information to third parties. Plaintiffs also researched applicable privacy law and California and Pennsylvania law that protects against the conduct Plaintiffs identified forensically and alleged in the Complaint.

7. Plaintiffs filed their original Class Action Complaint in the Northern District of California on June 5, 2023. ECF No. 1.

8. On August 23, 2023, Labcorp filed a Motion to Dismiss the Complaint arguing, among other things, that the federal district court in the Northern District of California lacked personal jurisdiction over Labcorp "a Delaware corporation with its headquarters in Burlington, North Carolina." ECF No. 53 at 1, 3, 5-9.

9. Plaintiffs disagreed, believing that the district court could exercise personal jurisdiction. However, in order to save judicial resources and in the interests of putative class members, Plaintiffs agreed to stipulate to a request to transfer the action to the Middle District of North Carolina. ECF No. 55 at 2.

10. Following an order granting the parties' stipulation, and transferring the action, (ECF No. 55), Plaintiffs filed an Amended Class Action Complaint (the "Amended Complaint") on September 15, 2023. ECF No. 67.

11. The material allegations of the Amended Class Action Complaint center on Labcorp's alleged facilitation of the interception of Plaintiffs' and class members' personally identifiable information and searches, including for sensitive medical information, conducted on Labcorp's Website in violation of (i) the California Invasion of

Privacy Act, Cal. Penal Code § 630 et seq. ("CIPA") and (ii) the Pennsylvania Wiretapping Electronic Surveillance and Control Act, 18 Pa. Cons. Stat. § 5701, et seq. ("WESCA"). ECF No. 67.

12. On October 11, 2023, Labcorp filed a motion to dismiss the Amended Complaint, (ECF Nos. 78–79). Plaintiffs filed their opposition on November 8, 2023. ECF No. 85. Labcorp filed a reply on November 22, 2023. ECF No. 91.

13. On August 8, 2024, Magistrate Judge Joi Elizabeth Peake issued an Order and Recommendation recommending that Labcorp's motion to dismiss be denied. ECF No. 106.

14. Labcorp objected to Magistrate Judge Peake's Order and Recommendation on August 22, 2024. ECF No. 108. Plaintiffs responded in opposition to Labcorp's objections on September 5, 2024. ECF No. 110.

15. On September 27, 2024, the Court adopted Magistrate Judge Peake's Order and Recommendation and denied Labcorp's motion to dismiss, but expressed the Court's "substantial concern with Plaintiffs' class allegations," warning that while Plaintiffs sufficiently alleged they were harmed, the Court reserved its judgment as to whether the requirements for class certification could be met. ECF No. 114.

II. Plaintiffs' Discovery Efforts

16. From October 3, 2024 to September 2025, the parties engaged in extensive written and document discovery.

17. As an initial step, the parties negotiated a Protective Order and ESI Protocol after meeting and conferring on multiple occasions. Both the Protective Order and ESI Protocol were fully approved and entered by Magistrate Judge Peake. ECF No. 117, 120, 121, 126.

18. Plaintiffs' first sets of discovery requests to Labcorp, previously served on January 10, 2024, we deemed served on October 3, 2024. Those requests consisted of 11

interrogatories and 25 requests for production. Plaintiffs served an additional set of requests for production on May 22, 2025. Together, these requests sought information pertaining to, among other things, the alleged installation and configuration of Third-party Trackers on Labcorp's Website, the nature and scope of data collected from Website visitors, and the purposes for which such data was collected.

19. In response to Plaintiffs' requests, Labcorp produced 20,293 documents, including (i) the "Git repository" for Labcorp's Website and JavaScript Object Notation ("JSON") files for Google Tag Manager, which reflected in part the installation and configuration of Third-party Trackers by Labcorp; (ii) nearly 3,000 emails and internal documents; (iii) public-facing information from the Labcorp Website; (iv) relevant agreements with third-parties; (v) account-level setting and analytics information relating to Labcorp's use of the Meta Pixel and Google Analytics; and (vi) a limited subset of data purportedly collected by Google Analytics.

20. By the time the parties reached an agreement in principle to resolve this litigation, Plaintiffs' counsel had reviewed nearly all of the documents and data Labcorp produced, worked extensively with technical consulting experts to evaluate those documents and data (including to identify perceived gaps in the same), issued Rule 30(b)(1) and Rule 30(b)(6) deposition notices and prepared to take depositions of several key witnesses.

21. Labcorp also propounded extensive discovery on Plaintiffs. On October 25, 2024, Labcorp served its sets of discovery requests, consisting of 15 interrogatories and 34 requests for production, each named Plaintiff.

22. In response, Plaintiffs collected, searched, and produced documents from a variety of electronic sources, including (i) the forensic images of seven of Plaintiffs' devices, (ii) eight email accounts, (iii) data exported via Google Takeout for four accounts, and (iv) data exported via Facebook for three accounts. In total, Plaintiffs reviewed over

6,000 custodial documents and produced 186 documents (spanning 1,142 pages) from these sources, though they anticipated producing additional documents and data had the parties not reached an agreement to settle the case.

23. Of particular note, one of Labcorp's discovery requests sought access to Plaintiffs' devices for forensic inspection. Plaintiffs objected but agreed to perform searches for specific relevant material across the images they collected at the outset of the litigation.

24. After an initial exchange of information about the nature of those images, Labcorp demanded, and Plaintiffs agreed, that forensic images of Plaintiffs devices be collected a second time (where feasible) using a full file system extraction ("FFSE") methodology that had since become commercially available. The second imaging effort proved technically challenging and time-consuming and, after a lengthy effort to collect those images, Plaintiffs' counsel worked with its vendor and Labcorp to search for and identify responsive data in those device images for production.

25. In the aggregate, the process of collecting, searching for, and producing data from Plaintiffs' devices took a considerable amount of effort. By way of illustration, Plaintiffs' counsel spent multiple days traveling to meet with two Plaintiffs and to facilitate the in-person collection of forensic images of their devices, including in the second effort to re-image those devices using the FFSE methodology. Plaintiffs' counsel also participated in several lengthy meet and confers and exchanged multiple letters with Labcorp's counsel regarding the scope of discovery sought and the specific files and types of data Labcorp was most interested in. And Plaintiffs' counsel worked closely with their vendor to search for and analyze those files and data types on Plaintiffs' devices and, where responsive, prepared them for production.

26. Plaintiffs also sought discovery from 13 third parties through the issuance of document and deposition subpoenas, including (a) entities that developed Third-party

Trackers installed on the Labcorp Website; and (b) vendors Labcorp contracted with in the management and development of its website.

27. Over the course of nearly eight months, counsel for Plaintiffs and those third parties engaged in dozens of meet and confers regarding the scope of each subpoena, culminating in substantial disclosures regarding the installation and configuration of Third-party Trackers on Labcorp's Website.

28. In total, third parties produced 4,492 documents in response to Plaintiffs' subpoenas.

29. Over the course of discovery, counsel for Plaintiffs and Labcorp engaged extensively in discussions regarding the scope of the parties' requests, the search terms to applied for identifying potentially responsive information, and the specific types of data on Plaintiffs' devices that were relevant to the claims in the case—including through at least ten meet and confers by videoconference,[1] multiple discussions by telephone, and voluminous email and letter correspondence. Those discussions were complex and highly contested.

30. And while the parties endeavored in good faith to avoid discovery disputes, prior to mediation, Plaintiffs had identified several areas of disagreement that were likely to require resolution by the Court, including (1) whether Labcorp was obligated to produce information pertaining to all relevant Third-party Trackers installed on the Labcorp Website (rather than only the Meta Pixel and Google Analytics), and (2) whether Labcorp's interrogatory responses and document production were sufficient to show the circumstances around the installation and configuration of each Third-party Tracker.

[1] Such meet and confers took place on the following days: December 23, 2024, January 5, 2025, January 28, 2025, February 4, 2025, February 25, 2025, March 19, 2025, April 9, 2025, April 30, 2025, July 28, 2025, and August 29, 2025.

31. As the parties prepared to engage in mediation, Plaintiff Hernandez expressed a desire to voluntarily dismiss her claims based on the burden of ongoing discovery obligations.

32. On August 13, 2025, Plaintiff Hernandez filed a Motion for Voluntary Dismissal (ECF No. 133), which Labcorp opposed on September 3, 2025 (ECF No. 138).

III. Mediation and Settlement

33. The parties and respective counsel engaged in arm's-length mediation sessions on September 5, 2025 (in-person) and September 26, 2025 (by Zoom), with a highly-experienced mediator, Hunter Hughes of Hunter ADR.

34. In advance, the parties drafted and exchanged mediation statements and supplemental letters to the same. Though the parties were unable to reach a settlement in principle during these sessions, they continued to engage in discussions directly.

35. On January 14, 2026, following months of extensive negotiations, including the development of an agreement to highly technical changes to Labcorp's business practice, the parties reached an agreement in principle.

36. On April 2, 2026, the parties finalized and executed the proposed Class Action Settlement Agreement and Release (the "Settlement" or "Settlement Agreement), attached hereto as **Exhibit 1**.

IV. Plaintiffs' and Counsel's Role in Prosecuting and Settling the Action

37. For nearly three years, Plaintiffs and their counsel have diligently and zealously represented the interests of the Settlement Class.

38. As detailed above (and further recounted herein), these efforts included:

i. a thorough pre-filing investigation into the Third-party Trackers installed on Labcorp's Website;

ii. legal research and drafting of two complaints alleging violation of state wiretapping laws (ECF Nos. 1, 67);

iii. briefing in opposition to Labcorp's motion to dismiss and subsequent objections to Magistrate Judge Peake's O&R (ECF Nos. 85, 110);

iv. propoundment of discovery requests on Labcorp and 13 third parties and participation in exhaustive meet and confer negotiations regarding the appropriate scope of responses to those requests;

v. preparation of responses to Labcorp's discovery requests, including the collection, review, and production of Plaintiffs' custodial documents, as well as the painstaking analysis of data from forensic images of Plaintiffs' devices;

vi. preparation of anticipated motions to compel;

vii. review and analysis of documents produced by Labcorp and third parties, including in consultation with experts;

viii. issuance of Rule 30(b)(1) and Rule 30(b)(6) deposition notices as well as Rule 45 deposition subpoenas and preparation to take these depositions; and

ix. participation in two mediations and subsequent hard-fought settlement negotiations.

39. Taken together, these efforts demonstrate that the Settlement is a result of well-informed and vigorous advocacy on behalf of the Settlement Class.

40. In sum, the Parties agreed to the terms of the Settlement Agreement through experienced counsel (*see* Section IX, *infra*) who possessed all the information necessary to evaluate the case, determined the contours of the proposed Settlement Class, and reached a fair and reasonable compromise after negotiating the terms of the Settlement at arm's length and with the assistance of a neutral mediator.

41. Further, Plaintiffs' counsel have vigorously represented the putative class in this Action and will continue to do so after preliminary and final approval of the Settlement (if approved).

V. Recommendation of Counsel

42. Based on thorough examination and investigation of the facts and law relating to Plaintiffs' claims on behalf of the Settlement Class, including the information exchanged before and during mediation, we believe the proposed Settlement is in the best interest of the Settlement Class. Our investigation informed us about the strengths and weaknesses of Plaintiffs' claims, as well as Labcorp's defenses, and allowed us to conduct an informed, fair, and objective evaluation of the value and risks of continued litigation.

43. We recognize that despite our belief in the strength of Plaintiffs' claims, the expense, duration, and complexity of protracted litigation would be substantial and the outcome uncertain.

44. Plaintiffs anticipate that Labcorp would have continued to aggressively challenge Plaintiffs' claims by opposing class certification, moving for summary judgment, challenging the admissibility of any expert testimony presented on class certification or summary judgment, and filing *Daubert* motions to exclude Plaintiffs' experts.

45. Plaintiffs would face significant risks in establishing liability and damages if this action were to proceed, especially where, as here, the Plaintiffs sought to apply state wiretapping statutes to the operation of modern internet tracking technologies.

46. Throughout the litigation, Labcorp raised specific issues highlighting the risks of the case.

47. For example, Labcorp argued that Plaintiffs did not have Article III standing because they were not patients of Labcorp and had not received services from Labcorp and also had not shown the disclosure of their private information.

48. Labcorp also previewed an ascertainability-related challenge that class members without Labcorp accounts are not "readily identifiable" for class certification purposes.

49. Even if Plaintiffs prevailed at trial, Labcorp would undoubtedly have appealed any adverse judgment.

50. At bottom, because the proposed injunctive relief achieves all the business practice changes Plaintiffs could have obtained, there is little to be gained from further litigation.

51. Plaintiffs' counsel have conferred with Plaintiffs, who also support the proposed Settlement.

VI. Award of Attorneys' Fees and Expenses

52. After the parties reached agreement in principle with respect to the substantive terms of the Settlement, including (i) the proposed injunctive relief; (ii) the recognition of remedial measures; and (iii) Labcorp's representations and warranties, now set forth in the Settlement Agreement, the parties agreed that Settlement Class Counsel may move the Court for Labcorp to pay an award of reasonable attorneys' fees and expenses.

VII. Selection of Settlement Administrator and Proposed Notice Program

53. To select a settlement administrator, the parties solicited bids from three well-known and experienced administrators. Specifically, we required that any proposal employ contemporary methods of notice to ensure the broadest and most effective reach possible.

54. After considering the bids, the parties selected Epiq Class Action & Claims Solutions, Inc. ("Epiq") to serve as the Settlement Administrator, based in part on its vast experience in similar class actions.

55. In its role as Settlement Administrator, Epiq shall be responsible for effectuating the Notice Program, as outlined in Section 7 of the Settlement Agreement. *See also* Declaration of Cameron R. Azari, Esq. Regarding Notice Plan, discussing proposed Notice Program at ¶¶ 22-35.

56. The Notice Program will publicize notice via a case-specific settlement website (the "Settlement Website") with user-friendly design that sets forth the injunctive relief agreed upon in the Settlement. Ex. 1 at § 6.2.

57. The Settlement Website will include (i) a "Contact Us" page with Settlement Administrator information; (ii) the Settlement Agreement, motions for preliminary approval and for attorneys' fees and any other important documents in the Action; and (iii) important dates and deadlines in the Action. Ex. 1 at § 6.2.

58. In addition, the Notice Program will establish a toll-free telephone line with an interactive voice response ("IVR") system in English and Spanish to provide Settlement Class Members with responses to frequently asked questions and provide essential information regarding the litigation that is accessible 24 hours a day, 7 days a week. Ex. 1 at § 6.3.

VIII. Roles and Qualifications of Counsel

59. During the litigation, LCHB, MWW, and LL served as the firms with primary responsibility for the prosecution of the case and worked in collaboration to represent the interests of the Plaintiffs and the proposed Settlement Class.

A. LCHB

60. Mr. Cuthbertson attests the facts set forth in this Section VIII.A.

61. I am a partner at LCHB and have been involved in every aspect of this Action from inception through the present. I graduated from Bowdoin College in 1999 and from Fordham University School of Law in 2007. I served as a judicial law clerk to the Honorable Andrew J. Peck, U.S. District Court, Southern District of New York, from 2007

to 2009. From 2009 until 2012, I practiced with Debevoise & Plimpton, LLP, and have practiced with LCHB since 2012, where I became a partner in January 2016. At LCHB, I focus my practice on representing plaintiffs in financial and consumer fraud cases, including privacy class actions such as this one. I have served as plaintiffs' class counsel in numerous nationwide class action cases, serving as lead counsel in numerous cases.

62. LCHB is one of the oldest, largest, most-respected, and most-successful law firms in the country representing plaintiffs in class actions, and brings to the table a wealth of class action experience. A copy of LCHB's firm resume, which describes the firm's experience in class action and other complex litigation, can be found at www.lieffcabraser.com/pdf/Lieff_Cabraser_Firm_Resume.pdf, and is not attached hereto given its length. This resume is not a complete listing of all cases in which LCHB has been class counsel or otherwise counsel of record.

63. LCHB has extensive experience litigating and settling consumer and privacy class actions and other complex matters, and it has played a lead role in prosecuting numerous privacy class actions, including those below. A sampling of these cases include:

- *Vela, et al v. AMC Networks, Inc. d/b/a AMC+*, No. 1:23-cv-02524-ALC (S.D.N.Y.). Co-lead counsel in nationwide class action concerning alleged violation of the Video Privacy Protection Act of 1988. Achieved monetary relief via $8.3 million settlement fund and injunctive relief to stop and prevent the challenged conduct.

- *Katz-Lacabe v. Oracle America, Inc.*, No. 22-cv-04792-RS (N.D. Cal.). Lead counsel in nationwide class action concerning Oracle's improper collection and sale of the personal information of consumers, including detailed data on their behaviors, movements, social relationships, and interests, to third parties without their consent. Achieved $115 million settlement, which includes compensation to class members and mandates changes to Oracle's data practices.

- *Diaz et al. v. Google LLC*, No. 21-cv-3080 (N.D. Cal.). Lead counsel in nationwide class action concerning Google's unlawful exposure of confidential medical information and personally identifying information through its digital contract tracing system designed by Google to slow or stop the spread of COVID-19 on mobile devices using Google's Android operating system. Achieved injunctive relief via novel early resolution process to stop and prevent the challenged conduct.

- *In re Plaid Inc. Privacy Litigation*, No. 20-cv-03056 (N.D. Cal.). Co-Lead Class

Counsel in nationwide class action alleging defendant misleadingly used login screens that looked like those of real banks to obtain and improperly use consumers' personal data. Achieved $58 million settlement fund and injunctive relief to cease defendant's conduct and purge certain personal data.

- *Rushing et al. v. The Walt Disney Company, et al.*, No. 17-cv-04419 (N.D. Cal.); *Rushing v. Viacom, Inc., et al.*, No. 17-cv-04492 (N.D. Cal.); and M*cDonald, et al. v. Kiloo Aps, et al.*, No. 17-cv-04344 (N.D. Cal.); *Rushing et al. v. Kochava, Inc.*, No. 21-cv-322 (D. Idaho). Co-Lead Class Counsel in federal class actions alleging certain app developers unlawfully collected, used, and disseminated children's personal information. Achieved injunctive relief requiring defendants to tracking children across apps and the internet for advertising purposes.

- *In re Google Location History Litigation*, No. 18-cv-05062 (N.D. Cal.). Co-Lead Class Counsel in active nationwide class action alleging Google surreptitiously tracked the location of millions of mobile device users.

- *Campbell v. Facebook*, No. 13-cv-05996 (N.D. Cal.). Co-Lead Class Counsel in nationwide class action alleging Facebook intercepted data in users' personal and private messages and profited by sharing the information with third parties. Achieved injunctive relief to improve Facebook's consumer-facing disclosures and cessation of the challenged practices.

- *In re Anthem Data Breach Litig*., No. 15-cv-02617 (N.D. Cal.). On the Executive Committee for multidistrict litigation alleging that deficient cybersecurity measures compromised sensitive personal identifying information of more than 80 million persons. Achieved $115 million settlement fund and injunctive relief targeting Anthem's cybersecurity practices.

B. <u>MWW</u>

64. Mr. Wilson attests the facts set forth in this Section VIII.B.

65. I graduated from Denison University, *magna cum laude*, in Philosophy in 1997, before graduating from University of Virginia School of Law in 2000. Prior to coming to the firm now known as MWW, I defended class action cases as an attorney at Jones Day in its Columbus office. I was the chair of the Class Action Committee of the Central Ohio Association for Justice from 2007 until 2018. I have been recognized as "Lawyer of the Year" for class actions in my region, and I have been recognized for many years as an Ohio "Super Lawyer." I have also been a member of the Class Action Preservation Project with Public Justice. In addition to the California, Ohio, Georgia, and Missouri state bars, I am also admitted to the Sixth, Seventh, Ninth, and Eleventh Circuit Courts of Appeals; to the Central, Eastern, Northern, and Southern Districts of California;

the Northern and Southern Districts of Ohio; the Central and Northern Districts of Illinois; and the Eastern and Western Districts of Wisconsin. I have significant experience in litigating consumer class actions, and particularly privacy class actions like this one. I have received over $350 million in cash for consumers in TCPA and data breach class actions.

66. MWW is a plaintiffs' law firm with offices in Columbus, Los Angeles, Cleveland, New Orleans, and Bloomfield Hills, Michigan. With co-counsel, MWW handles cases across the country. MWW has a robust complex litigation and class action practice involving consumer, employment, financial, securities, and especially privacy matters. MWW's firm resume, which details, among other things, the privacy cases in which the firm has been involved, is attached hereto as **Exhibit 2**.

C. <u>Levin Law</u>

67. Mr. Levin attests to the facts set forth in this Section VIII.C.

68. I am the managing partner of Levin Law and an AV-rated lawyer. I have both a domestic and international practice, where I represent individuals, institutions, family offices, and other aggrieved consumers in class actions and litigation related to investment fraud, data privacy, cybersecurity, consumer protection, and cryptocurrency matters. I handle claims against corporations, brokerage firms, private banks, investment advisors, and others. I have recovered more than $300 million for clients throughout the world and have been named as one of America's Top 100 High Stakes Litigators, 2019 Florida "Rising Stars," Rated by Super Lawyers®, "AV"® Preeminent™ rating, Martindale-Hubbell, Lifetime member, Multi-Million Dollar Advocates Forum, Lifetime member, Million Dollar Advocates Forum, and "Top Lawyer," South Florida Legal Guide.

69. Levin Law is a Miami, Florida-based boutique litigation firm that focuses primarily on consumer and investor representation in the following matters: cybersecurity, data privacy, consumer protection, securities, and cryptocurrency representing parties in class, mass, and individual actions. Levin Law's firm resume, which details, among other

things, the class action litigation in which the firm is currently involved and the recoveries obtained on behalf of plaintiffs, is attached hereto as **Exhibit 3**.

IX. Service Awards

70. Plaintiffs devoted significant energies and resources to this Action. Plaintiffs provided information to Settlement Class Counsel that informed the Complaint and Amended Class Action Complaint, and thereafter, regularly communicated with Settlement Class Counsel about strategy and major case developments throughout the litigation.

71. Plaintiffs participated in discovery, providing answers to interrogatories and documents in response to requests for production. Plaintiffs also provided their laptops and mobile devices to Settlement Class Counsel so that their devices could be forensically imaged and preserved safely for discovery purposes.

72. Plaintiffs showed willingness and engagement during the mediation process, receiving appropriate updates about the status of mediation and understanding why the Settlement terms were appropriate under the circumstances of this case.

We declare under the penalty of perjury of the laws of the United States that the foregoing is true and correct.

Executed on this 16th day of April 2026, at Brooklyn, New York; Columbus, Ohio; and Miami, Florida.

By: *[/s/ Douglas Cuthbertson]*
Douglas Cuthbertson

By: */s/ Matthew R. Wilson*
Matthew R. Wilson

By: */s/Brian Levin*
Brian Levin

EXHIBIT 1

UNITED STATES DISTRICT COURT
MIDDLE DISTRICT OF NORTH CAROLINA

CONNIE HOWARD, YADIRA YAZMIN HERNANDEZ, and DEBORAH REYNOLDS, on behalf of themselves and all other persons similarly situated, Plaintiffs, v. LABORATORY CORPORATION OF AMERICA and LABORATORY CORPORATION OF AMERICA HOLDINGS, Defendants.	Case No. 1:23-cv-758-WO-JEP **CLASS ACTION SETTLEMENT AGREEMENT AND RELEASE**

This CLASS ACTION SETTLEMENT AGREEMENT AND RELEASE ("Settlement Agreement") is entered into by and between Plaintiffs Connie Howard, Yadira Yazmin Hernandez, and Deborah Reynolds ("Plaintiffs"), on behalf of themselves and all others similarly situated, and Defendants Laboratory Corporation of America and Laboratory Corporation of America Holdings ("Labcorp") (collectively, the "Parties"). This Settlement Agreement is conditioned upon and subject to approval of the Court as required by Rule 23 of the Federal Rules of Civil Procedure. The Parties hereby stipulate and agree that, in consideration of the promises and covenants set forth in this Settlement Agreement, the Action (as defined below) and all Released Claims (as defined below) shall be finally and fully settled, compromised, and released, on the following terms and conditions:

RECITALS

1. WHEREAS, on June 5, 2023, after conducting a pre-filing investigation into Labcorp's alleged use and configuration of third-party technologies on its website, Plaintiffs filed a Class Action Complaint in the United States District Court for the Northern District of California (Dkt. 1);

2. WHEREAS, on September 13, 2023, following a stipulated request to transfer this Action to the Middle District of North Carolina (Dkt. 55), Plaintiffs filed an Amended Class Action Complaint (Dkt. 67) ("Amended Complaint");

3. WHEREAS, the Amended Complaint alleges that Labcorp facilitated the interception of the Plaintiffs' personally identifiable information and searches they conducted on the Labcorp Website (defined below) via third-party technologies embedded on the same in a manner that violated (i) the California Invasion of Privacy Act, Cal. Penal Code § 630 *et seq.* ("CIPA") and (ii) the Pennsylvania Wiretapping and Electronic Surveillance Control Act, 18 Pa. Cons. Stat. § 5701 *et seq.* ("WESCA");

4. WHEREAS, on October 11, 2023, Labcorp filed a Motion to Dismiss the Amended Complaint (Dkt. 78);

5. WHEREAS, on August 8, 2024, Magistrate Judge Peake ordered and recommended that Labcorp's Motion to Dismiss be denied (Dkt. 106);

6. WHEREAS, on August 22, 2024, Labcorp objected to Magistrate Judge Peake's order and recommendation denying Labcorp's Motion to Dismiss (Dkt. 108);

7. WHEREAS, on September 27, 2024, District Judge Osteen adopted Magistrate Judge Peake's recommendation and denied Labcorp's Motion to Dismiss the Amended Complaint (Dkt. 114);

8. WHEREAS, from October 3, 2024 to September 2025, the Parties engaged in extensive written and document discovery, including third-party discovery relating to third-party technologies on the Website, extensive and ongoing consultation with consulting experts to assess and understand these technologies, ongoing discovery meet and confers concerning the status of discovery and ongoing disputes, forensic investigations of clients' devices by experts and by counsel, the preparation for depositions, and the preparation of certain discovery motions;

9. WHEREAS, the Parties and their respective counsel engaged in arm's-length mediation sessions on September 5, 2025 (in-person) and September 26, 2025 (by Zoom),

with a highly-experienced mediator (Hunter Hughes, Esq. of Hunter ADR), which – after months of ongoing and extensive negotiation by the Parties – ultimately resulted in the Parties reaching an agreement in principle on January 14, 2026 to settle the Action on terms and conditions embodied in this Settlement Agreement;

10. WHEREAS, on the basis of Plaintiffs' extensive pre-filing investigation, their evaluation and analysis of confidential technical information provided by Labcorp and third parties, and Labcorp's representations and warranties as set forth herein, Plaintiffs believe that the proposed settlement embodied in this Settlement Agreement is fair, reasonable, and adequate, and in the best interests of the putative Settlement Class (as defined below), and that this Settlement Agreement should be approved by the Court under Rule 23 of the Federal Rules of Civil Procedure and relevant law within this District;

11. WHEREAS, Labcorp, in entering into this Settlement Agreement, denies any and all wrongdoing and all material allegations in the Amended Complaint, and believes that the proposed settlement embodied in this Settlement Agreement is fair, reasonable, and adequate, and that this Settlement Agreement should be approved by the Court under Rule 23 of the Federal Rules of Civil Procedure and relevant law within this District;

12. WHEREAS, the Settlement Agreement resolves the Action in its entirety as to Labcorp, without any admission of liability or wrongdoing of any kind, and the Parties intend this Settlement Agreement to bind the Parties;

13. WHEREAS, the Parties believe that this Settlement Agreement can and should be approved to avoid the time, expense, and uncertainty of protracted litigation; and in the event that this Settlement Agreement does not receive final and binding approval from the Court or is terminated according to its terms, Plaintiffs expressly reserve the right to seek discovery, file for class certification, and try their case to judgment, while Labcorp expressly reserves all of its rights and defenses, including the right to challenge class certification and move for summary judgment, and this Settlement Agreement shall not be construed or deemed to be evidence of or an admission, presumption, or concession of any

fault or liability as to any facts or claims asserted in the Action, shall not be construed as an admission that Plaintiffs' claims or allegations are suitable for class treatment, and shall not be offered or be admissible in evidence against one or both Parties or cited or referred to in any action or proceeding between the Parties, except an action or proceeding to enforce the terms of the Settlement Agreement; and

NOW THEREFORE, IT IS STIPULATED AND AGREED, subject to approval by the Court, by and among the Parties, as follows:

1. DEFINITIONS. In addition to the terms defined herein, and as used in this Settlement Agreement, the following terms shall be defined as follows:

1.1 "**Action**" means *Howard v. Laboratory Corporation of America*, No. 1:23-cv-00758-WO-JEP, pending in the United States District Court for the Middle District of North Carolina.

1.2 "**Court**" means the United States District Court for the Middle District of North Carolina.

1.3 "**Effective Date**" means the date on which all of the following events and conditions have occurred: (a) the Court enters the Final Approval Order (defined below); and (b) the Final Approval Order is Final either because the time for filing notice of any appeal or petition for review from the Final Approval Order has expired without any appeal or petition for review being filed; and (c) if an appeal or petition for review is filed, the Final Approval Order and Settlement Agreement are affirmed on appeal or review without material change, and no other appeal or petition for review or rehearing is pending and the time during which further petition for review, review, appeal, or certiorari could be taken has expired.

1.4 "**Final**" means, with respect to any judicial ruling or order, that: (1) if no appeal, motion for reconsideration, reargument and/or rehearing, or petition for writ of certiorari has been filed, the time has expired to file such an appeal, motion, and/or petition; or (2) if an appeal, motion for reconsideration, reargument and/or rehearing, or petition for a writ of certiorari has been filed, the judicial ruling or order has been affirmed with no further right of review, or such appeal, motion, and/or petition has been denied or dismissed with no further right of review.

1.5 "**Final Approval Hearing**" means a hearing scheduled by the Court to determine the final fairness of the settlement embodied in this Settlement Agreement.

1.6 "**Final Approval Order**" means an order granting final approval of the settlement embodied in this Settlement Agreement (but expressly excluding attorneys' fees and expenses) and dismissing with prejudice all Released Claims against the Released Parties.

1.7 "**Order on Attorneys' Fees**" means an order regarding Settlement Class Counsel's application for an award of attorneys' fees and expenses, which the Parties will request be entered as a separate judgment pursuant to Rule 54(b) of the Federal Rules of Civil Procedure.

1.8 "**Preliminary Approval Order**" means the order entered by the Court preliminarily approving the Settlement Agreement, in substantially the same form as attached hereto. *See* Ex. A.

1.9 "**Released Claims**" means any claim, liability, right, demand, suit, matter, obligation, actions, or causes of action, of every kind and description, whether known or unknown and whether suspected or unsuspected that the Releasing Parties have or could have presented or asserted against Released Parties arising out of or related to the factual predicate alleged in or otherwise described by Plaintiffs' operative complaint in the Action, including those under CIPA and WESCA. <u>The Released Claims do not include claims for damages or other monetary relief</u>, except with respect to the Settlement Class Representatives who, solely on behalf of themselves, individually, fully, and completely release any and all of their claims for damages and other monetary relief of any nature whatsoever. The Released Claims do not include the right of any Settlement Class Member or any of the Released Parties to enforce the terms of the Settlement Agreement.

1.10 "**Released Parties**" means Labcorp together with its members, subsidiaries, and parents, and each of its and their respective representatives, officers, agents, directors, managers, affiliates, employees, parents, subsidiaries, insurers, attorneys, predecessors, successors, and assigns.

1.11 **"Releasing Parties"** means each Settlement Class Representative and each Settlement Class Member (and each of their respective heirs, assigns, insurers, successors, agents, attorneys, executors, and representatives).

1.12 **"Website"** means www.labcorp.com, including all its subpages.

1.13 **"Search Queries"** means search terms and/or search queries, including but not limited to, entry of any search term(s) into a search bar or search menu on the Website, as well as making any selection(s) from any drop-down menu on the Website.

1.14 **"Settlement"** or "**Settlement Agreement**" means this Class Action Settlement Agreement and Release.

1.15 "**Settlement Class**" means the following Settlement Classes, to be certified under Rule 23(b)(2) for settlement purposes only, defined immediately below:

1.15.1 **California Settlement Class:** All persons in California who conducted Search Queries on Labcorp's Website from May 1, 2021 to the date of the Settlement Agreement.

1.15.2 **Pennsylvania Settlement Class:** All persons in Pennsylvania who conducted Search Queries on Labcorp's Website from May 1, 2021 to the date of the Settlement Agreement.

Excluded from the Settlement Class are Labcorp, its current employees, officers, directors, legal representatives, heirs, successors and wholly or partly owned subsidiaries or affiliated companies; the undersigned counsel for Plaintiffs and their employees; and the judge and court staff to whom this Action is assigned.

1.16 "**Settlement Class Counsel**" means Douglas I. Cuthbertson of the law firm of Lieff Cabraser Heimann & Bernstein, LLP, Matthew R. Wilson of the law firm of Meyer Wilson Werning Co., LPA, and Brian Levin of the law firm Levin Law, P.A.

1.17 "**Settlement Class Member**" means an individual in the Settlement Class (i.e., an individual in either the California Settlement Class or Pennsylvania Settlement Class as defined above).

1.18 "**Settlement Class Representatives**" means Plaintiffs Connie Howard, Yadira Yazmin Hernandez, and Deborah Reynolds.

1.19 "**Tracking Technologies**" means the following technologies: Meta Pixel, Google Analytics, The Trade Desk Universal Pixel, LinkedIn's Insight Tag, and the Twitter (now known as "X") Pixel.

1.20 "**Exempt Technology**" means and refers to technology on the Website that, to Labcorp's knowledge: (i) is used solely to support the operation or functionality of the Website and/or any aspects of Labcorp's business directly related to or facilitated by the operation or functionality of the technology, and (ii) the use of which is governed by a confidentiality and/or non-disclosure terms with the applicable technology provider such that the contents of Search Queries entered into the Website are to remain confidential, not be used by the technology provider for any online display advertising-related purpose, be treated as belonging to Labcorp, and only be used by or transmitted by the applicable technology provider to any other third party for the sole purpose of supporting the operation or functionality of the Website and/or any directly-related business purpose.

2. SETTLEMENT APPROVAL.

2.1 The Parties shall cooperate in good faith, and agree, subject to judicial and other legal obligations, to take all reasonably necessary steps to obtain the Court's approval of the terms of this Settlement Agreement.

2.2 For the purposes of settlement only and the proceedings contemplated herein for effectuating the Settlement Agreement, Plaintiffs shall move the Court to certify the

Settlement Class pursuant to Rules 23(a) and 23(b)(2) of the Federal Rules of Civil Procedure. Labcorp will not oppose certification of the Settlement Class for settlement purposes only.

2.3 Plaintiffs shall move, and Labcorp shall not oppose, that the Court: (1) appoint Plaintiffs Connie Howard and Yadira Yazmin Hernandez as Settlement Class Representatives for the California Settlement Class, and Plaintiff Deborah Reynolds as Settlement Class Representative for the Pennsylvania Settlement Class; (2) appoint Douglas I. Cuthbertson of the law firm Lieff Cabraser Heimann & Bernstein, LLP, Matthew R. Wilson of the law firm of Meyer Wilson Werning Co., LPA, and Brian Levin of the law firm Levin Law, P.A. as counsel for the Settlement Class; (3) approve the form and manner of notice to the Settlement Class; (4) appoint a Settlement Administrator (defined below) to implement the notice plan; (5) schedule deadlines for (i) Plaintiffs to file their Motion for Final Approval (the "Final Approval Motion") and for Settlement Class Counsel to file their separate motion for an award of reasonable attorneys' fees and expenses (the "Attorneys' Fees Motion"); (ii) Settlement Class Members to file objections to the Settlement Agreement or Attorneys' Fees Motion, and for Settlement Class Counsel to respond to any such objections; and (6) schedule a Final Approval Hearing to consider Plaintiffs' Final Approval Motion and Attorneys' Fees Motion.

2.4 Because the Settlement Class is being certified for settlement purposes only under Rules 23(a) and 23(b)(2) of the Federal Rules of Civil Procedure, this Settlement Agreement does not provide Settlement Class Members the right to opt out or exclude themselves from the settlement and the Final Approval Order.

3. REPRESENTATIONS AND WARRANTIES.

3.1 Settlement Class Counsel represents and warrants that they and their law firms (i) do not currently represent, and are not currently consulting with, any person (other than Plaintiffs) for the purpose of making claims against any Released Parties related to the subject matter of the Action, (ii) have no present intention of representing or consulting with any person (other than Plaintiffs) to assert claims against any Released Parties related to the subject matter of the Action, (iii) have no present intention of encouraging, soliciting, or seeking out any person or entity to assert such claims against any Released Parties, and (iv) are not presently aware of any claim against any Released Parties related to the subject matter of the Action in which Settlement Class Counsel may have a financial stake or interest.

3.2 Labcorp represents and warrants that it has completed a review of its Website to identify whether any Tracking Technologies are active and/or enabled on the Website, and concluded that, to Labcorp's knowledge, none of them are active or enabled as of the time this Settlement Agreement is executed.

3.3 The representations and warranties set forth in Paragraphs 3.1 and 3.2 are material to this Settlement Agreement, and Labcorp and Plaintiffs, respectively, have relied upon them in agreeing to this Settlement Agreement.

4. INJUNCTIVE RELIEF. As consideration for the complete and final settlement of the Action, the releases, and other promises and covenants set forth in this Settlement Agreement, and subject to the other terms and conditions herein, Labcorp agrees to the following injunctive relief.

4.1 For a period of not less than two (2) years following the Effective Date, Labcorp shall not use or enable any of the Tracking Technologies on the Website.

4.2 Except for Exempt Technology, for a period of not less than two (2) years following the Effective Date, Labcorp shall not use technology on the Website that to Labcorp's knowledge transmits the contents of Search Queries entered into the Website to third parties.

4.3 For a period of not less than two (2) years following the Effective Date, Labcorp shall conduct an annual review of the Website to assess compliance with subsections 4.1 and 4.2 above. Following each annual review, Labcorp shall prepare a report of findings respecting its compliance with subsections 4.1 and 4.2 above and provide such report to Settlement Class Counsel.

4.4 For a period of not less than two (2) years following the Effective Date, Labcorp shall create and/or maintain a written policy regarding the appropriate use of externally developed tracking technologies on the Website and provide a copy of that policy to Settlement Class Counsel on an annual basis or following any material revisions to such policy.

4.5 For a period not less than two (2) years following the Effective Date, Labcorp shall designate a senior employee to oversee compliance with subsections 4.1-4.4 above.

4.6 Plaintiffs may seek from the Court an injunction to enforce the terms of this Settlement Agreement, including Labcorp's Representations and Warranties in Section 3.

4.7 Any action by Labcorp determined in good faith to be reasonably necessary to comply with any federal, state, or local law, enactment, regulation, or judicial ruling shall not constitute a breach of the Settlement Agreement. If any obligation that Labcorp has agreed to undertake herein becomes inconsistent with any future federal, state, or local law, enactment, regulation, or judicial ruling, then Labcorp shall be released from performing such obligation after notice to the Court and Settlement Class Counsel. Any such notice shall include and identify: (i) the specific federal, state, or local law, enactment, regulation, or judicial ruling that Labcorp maintains would make it inconsistent to comply with any obligations agreed to by Labcorp herein, and (ii) those specific obligations. Any objection to such change in procedure shall be made to the Court by Settlement Class Counsel within fifteen (15) days of such notice.

4.8 Labcorp shall have the right to move the Court for a modification of the agreed-to injunctive relief to the extent a change in circumstances (including changes in the internet or internet technologies) necessitates such modification. In such motion, Labcorp must: (i) identify the specific change in circumstances that necessitate any modification, and (ii) describe in detail the requested modifications, including by identifying any changes to specific Tracking Technologies or other technologies. Any motion to modify shall be served on Settlement Class Counsel who shall be afforded an opportunity to object to such proposed modification.

5. SETTLEMENT ADMINISTRATOR.

5.1 The Parties will obtain bids, which will include a proposed notice plan, from at least three potential settlement administrators. The Parties shall jointly select one from among those who have presented a bid and request contemporaneously with seeking preliminary approval that the Court appoint the selected entity as Settlement Administrator ("Settlement Administrator").

5.2 The Settlement Administrator shall be responsible for effectuating notice consistent with the terms of the Settlement Agreement. Labcorp shall have the sole responsibility to pay for and fund all costs associated with the notice program described below, including all fees and expenses of the Settlement Administrator.

6. SETTLEMENT CLASS NOTICE.

6.1 The Parties shall jointly request that the Court approve a notice program designed to reach the members of the Settlement Class in a manner that complies with the Federal Rules of Civil Procedure.

6.2 The Settlement Administrator shall create a case-specific settlement website with user-friendly design that sets forth the injunctive relief agreed to herein, with a title mutually agreed to by the Parties. The Settlement Website will also include (i) a "Contact Us" page with Settlement Administrator information; (ii) the Settlement Agreement, motions for approval and for attorneys' fees and any other important documents in the Action; and (iii) important dates and deadlines in the Action.

6.3 The Settlement Administrator shall also: (1) establish a toll-free telephone line for Settlement Class Members with an interactive voice response ("IVR") system in English and Spanish to provide Settlement Class Members with responses to frequently asked questions and provide essential information regarding the Action that is accessible

24 hours a day, 7 days a week, and (2) publicize notice via fair, well-crafted banner ads to direct attention to the Settlement Website and reach Settlement Class Members on websites, social media, or apps where Settlement Class Members are likely to visit.

6.4 All forms of notice must be in plain language and easily understandable, taking into account any special concerns about the language needs of the Settlement Class Members. The Parties will agree on (i) the final text of the notice before it is published; (ii) all aspects of any advertisements, including, but not limited to, its text and graphics, before they are served; and (iii) the domain name of, and all content and language displayed on, the Settlement Website. The Settlement Administrator shall effectuate the notice plan as approved, and pursuant to the timetable set by the Court.

6.5 Labcorp shall be responsible for paying the cost of the notice program described in Paragraphs 6.1 through 6.4 and implemented by the Settlement Administrator. Labcorp may require the Settlement Administrator to provide and adhere to a reasonable budget for the notice program.

7. OBJECTIONS

7.1 The Parties agree that any Settlement Class Member may comment on or object to any aspect of the proposed Settlement or the associated Attorneys' Fees Motion, either on his or her own or through an attorney hired at his or her expense, by following the procedures set forth herein under Section 7.

7.2 Any Settlement Class Member who wishes to comment on or object to the Settlement or Attorneys' Fees Motion must do so in writing.

7.3 To be considered, any comment on or objection to the Settlement or Attorneys' Fees Motion must be mailed to the Court at the following address: Clerk, U.S. District Court, Middle District of North Carolina, 324 W. Market Street, Greensboro, NC 27401.

7.4 To be considered, any comment on or objection to the Settlement or Attorneys' Fees Motion must be postmarked no later than 30 calendar days before the Final Approval Hearing (the "Objection Deadline").

7.5 To be considered, any comment or objection to the Settlement or Attorneys' Fees Motion must include the following information:

(a) the case name and number (*Howard v. Labcorp*, Case No. 1:23-cv-758);

(b) the name, mailing address, e-mail address, and signature of the Settlement Class Member and, if represented by counsel, of his or her counsel;

(c) the specific aspect of the Settlement or Attorneys' Fees Motion to which the Settlement Class Member objects or wishes to comment upon, along with any legal support the Settlement Class Member wishes to bring to the Court's attention and any evidence the Settlement Class Member wishes to introduce; and

(d) a statement of membership in the Settlement Class that clearly identifies that she or he conducted a Search Query on Labcorp's Website during the relevant period and the state in which the Settlement Class Member resided and/or located when she or he conducted the Search Query.

7.6 Any Settlement Class Member who timely commented on or objected to the Settlement or Attorneys' Fees Motion in writing may also appear at the Final Approval 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.

7.7 The Parties agree that any Settlement Class Member who does not timely submit a written comment or objection will not be permitted to raise such comment or objection or appear at the Final Approval Hearing, except for good cause shown, and any Settlement Class Member who fails to object in the manner prescribed by the Settlement Agreement will be deemed to have waived, and will be foreclosed from raising, any comment or objection, except for good cause shown.

7.8 The Parties further agree that objectors must satisfy substantial compliance with the requirements identified herein under Section 7 for their comment or objection to be considered.

8. SETTLEMENT CLASS REPRESENTATIVES' SERVICE AWARDS

8.1 The Settlement Class Representatives may apply to the Court as part of this Settlement Agreement for Settlement Class Representative service awards of up to $2,500 each. Labcorp will not oppose this application of up to $2,500 for each Settlement Class Representative to be paid by Labcorp.

8.2 The Settlement Class Representatives shall include any request for Settlement Class Representative service awards in their motion for final approval of the Settlement Agreement.

8.3 Within thirty (30) calendar days of the Effective Date and Labcorp's receipt of IRS Form W-9s for the Settlement Class Representatives as well as wire information for Lieff Cabraser Heimann & Bernstein, LLP's State Bar Attorney Client Trust account on letterhead for the financial institution associated with this account, signed by a representative of that financial institution, Labcorp shall pay the Settlement Class Representatives' service awards by ACH payment or wiring those funds to Settlement Class Counsel at Lieff Cabraser Heimann & Bernstein, LLP's State Bar Attorney Client Trust account.

8.4 After the payment set forth in Paragraph 7.3, Labcorp shall have no responsibility for, interest in, or liability whatsoever with respect to any service award approved by the Court. Nor shall Labcorp be responsible for any tax obligations or payments associated with any such service award.

9. AWARD OF ATTORNEYS' FEES AND EXPENSES.

9.1 The Parties agree that Settlement Class Counsel may move the Court for an award of reasonable attorneys' fees and reimbursement of reasonable expenses, subject to Court approval, up to an aggregated amount of $4.875 million. Settlement Class Counsel will move the Court for an award of attorneys' fees and expenses up to, but no more than, that amount.

9.2 Labcorp expressly reserves the right to contest Class Counsel's request for reasonable attorneys' fees and expenses, except that the Parties will not challenge or appeal the Court's order on attorneys' fees and expenses ("Fee Award") provided it is no more than $4.875 million. Regardless of the number of attorneys sharing in the Court's award of fees and expenses, Settlement Class Counsel shall not require Labcorp to pay an award that, in the aggregate, exceeds $4.875 million.

9.3 Labcorp shall pay the Fee Award (up to a maximum of $4.875 million) within forty-five (45) days of the Court's entry of the Final Approval Order and Judgment in the Action and receipt of an applicable IRS Form W-9 as well as wire information for Lieff Cabraser Heimann & Bernstein, LLP's State Bar Attorney Client Trust account on letterhead for the financial institution associated with this account, signed by a representative of that financial institution. Labcorp shall pay the Fee Award to Settlement Class Counsel by ACH payment or by wiring the funds to Settlement Class Counsel at Lieff Cabraser Heimann & Bernstein, LLP's State Bar Attorney Client Trust account.

9.4 In the event that the Effective Date does not occur, or the Fee Award is reversed or modified, or the settlement embodied in this Settlement Agreement is canceled or terminated for any other reason, and such reversal, modification, cancellation, or termination becomes final and not subject to review, and in the event that the Fee Award has been paid to any extent, then Settlement Class Counsel who received any portion of Fee Award shall be obligated, within fifteen (15) business days from receiving notice from Labcorp, Labcorp's counsel, or from a court of appropriate jurisdiction, to refund all attorneys' fees and expenses previously paid to them, including any interest actually received thereon. Each such Settlement Class Counsel's law firm receiving attorneys' fees and expenses, as a condition of receiving such attorneys' fees and expenses, on behalf of itself and each partner and/or shareholder of it, agrees that the law firm and its partners and/or shareholders are subject to the jurisdiction of the Court for the purpose of enforcing this provision, and are each jointly and severally liable and responsible for any required repayment. Settlement Class Counsel further stipulate, warrant, and represent, that they have both the actual and apparent authority to enter into this provision on behalf of the law firms. In the event Settlement Class Counsel and/or their law firms fail to repay any amounts that are owed pursuant to this provision, the Court may, on application of Labcorp, summarily issue orders, including but not limited to judgments and attachment orders, and make appropriate findings for sanctions for contempt of Court.

9.5 Labcorp shall have no responsibility for, interest in, or liability whatsoever with respect to any distribution or allocation of attorneys' fees and expenses approved by the Court. Nor shall Labcorp be responsible for any tax obligations or payments associated with such payment.

9.6 The finality and effectiveness of the Settlement will not be dependent on the Court awarding any particular amount of attorneys' fees and expenses.

10. RELEASES AND WAIVERS OF RIGHTS.

10.1 Release. Upon the Effective Date, and in consideration of the promises and covenants in this Settlement Agreement, the Releasing Parties shall be deemed to have and by operation of the Settlement Agreement and Final Approval Order in the Action shall have fully, finally, irrevocably, and forever, released the Released Parties from the Released Claims.

10.1.1 In consideration of the covenants and agreements contained herein, the Releasing Parties expressly waive and fully, finally, and forever settle and release any known or unknown, suspected or unsuspected, contingent or non-contingent Released Claims with respect to the Released Parties, whether or not concealed or hidden, and without regard to the subsequent discovery or existence of other, different, or additional facts.

10.1.2 The Releasing Parties further covenant and agree that they will not take any step to assert, sue on, continue, pursue, maintain, prosecute, or enforce any of the Released Claims, directly or indirectly, against the Released Parties. The obligations incurred pursuant to this Settlement Agreement shall be a full and final disposition of the Action and any and all Released Claims, as against all Released Parties.

10.1.3 With respect to any and all Released Claims, the Parties agree and stipulate that upon the Effective Date, Plaintiffs and Settlement Class Members intend to and expressly shall have waived the provisions, rights, and benefits conferred by California Civil Code § 1542 (or any similar comparable or equivalent provisions of federal, state, or foreign law), which provides:

> A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS THAT THE CREDITOR OR RELEASING PARTY DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE, AND THAT, IF KNOWN BY HIM OR HER, WOULD HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR OR RELEASED PARTY.

Plaintiffs and Settlement Class Members may hereafter discover facts in addition to, or different from, those that they, and any of them, now know or believe to be true with respect to the subject matter of the Released Claims, but Plaintiffs and Settlement Class Members expressly shall have, upon the Effective Date, fully, finally, and forever settled and released any and all Released Claims. The Parties acknowledge that the foregoing waiver is a material element of the Settlement Agreement of which this release is a part.

11. NO ADMISSION OF LIABILITY OR WRONGDOING. Labcorp expressly disclaims and denies any wrongdoing or liability. This Settlement Agreement, and any and all negotiations, statements, documents, discussions, and/or proceedings in connection with this Settlement Agreement, shall not be construed as or deemed to be evidence of an admission or concession by Labcorp of any liability or wrongdoing by Labcorp or the

Released Parties, and shall have no evidentiary or precedential value; provided, however, that nothing contained herein shall preclude use of the Settlement Agreement in any proceeding to enforce the terms of this Settlement Agreement.

12. FAIR, REASONABLE, AND ADEQUATE SETTLEMENT. The Parties believe this Settlement Agreement is a fair, reasonable, and adequate settlement of the Action and have arrived at this Settlement Agreement through arm's length negotiations (including multiple mediation sessions conducted by Hunter R. Hughes, Esq. of Hunter ADR LLC)), taking into account all relevant factors, present and potential.

13. PUBLICITY. The Parties shall not issue any press releases or statements announcing this settlement. In response to any media or press inquiries regarding the settlement, the Parties may refer to publicly-filed documents in the Action, but the Parties shall not otherwise make any public comments or statements to the media or press concerning the settlement. Nothing in this Agreement prevents Settlement Class Counsel from communicating with Settlement Class Members about the Settlement Agreement, the settlement approval process, or anything relevant to Settlement Class Counsel's duties and obligations in this matter.

14. AUTHORITY.

14.1 Real Parties in Interest. In executing this Settlement Agreement, Settlement Class Representatives, on behalf of themselves and the Settlement Class, represent and warrant that, as far as they are aware, Settlement Class Members are the only persons having any interest in any of the claims that are described or referred to herein, or in any of the pleadings, records, and papers in the Action, and, except as provided herein, Settlement Class Representatives are unaware of said claims or any part thereof having been assigned, granted or transferred in any way to any other person, firm, or entity.

14.2 Voluntary Agreement. This Settlement Agreement is executed voluntarily and without duress or undue influence on the part of or on behalf of the Parties, or of any other person, firm, or entity.

14.3 Binding on Successors. This Settlement Agreement shall bind and inure to the benefit of the respective successors, assigns, legatees, heirs, and personal representatives of each of the Parties.

14.4 Parties Represented by Counsel. The Parties hereby acknowledge that they have been represented in negotiations for and in the preparation of this Settlement Agreement by independent counsel of their own choosing, that they have read this Settlement Agreement and have had it fully explained to them by such counsel, and that they are fully aware of the contents of this Settlement Agreement and of its legal effect.

14.5 Authorization. Each Party warrants and represents that there are no liens or claims of lien or assignments, in law or equity or otherwise, of or against any of the claims or causes of action released herein, and, further, that each Party is fully entitled and duly authorized to give this complete and final release and discharge.

15. NOTICE PURSUANT TO 28 U.S.C. § 1715. Labcorp shall serve notice of the Settlement Agreement pursuant to 28 U.S.C. § 1715 on the appropriate federal and state officials no later than ten (10) days following the filing of this Settlement Agreement with the Court. The Parties shall request that the Court schedule any fairness hearing for a date that is in compliance with the provisions of 28 U.S.C. § 1715(d).

16. CONSTRUCTION AND INTERPRETATION. Neither the Parties nor their respective counsel shall be deemed the drafter of this Settlement Agreement for purposes of interpreting any provision hereof in any judicial or other proceeding that may arise between or among them.

17. HEADINGS. The headings used in this Settlement Agreement are for the convenience of the reader only and shall not affect the meaning or interpretation of the Settlement Agreement.

18. MODIFICATION. No modification, change, or amendment of any part of this Settlement Agreement shall be valid unless in writing and signed by all the Parties.

19. GOVERNING LAW. This Settlement Agreement is entered into in accordance with the laws of the State of North Carolina and shall be governed by and interpreted in accordance with the laws of the State of North Carolina, without regard to its conflict of law principles.

20. FURTHER ASSURANCES. Each of the Parties hereto shall execute and deliver any and all additional papers, documents, and other assurances, and shall do any and all acts or things reasonably necessary in connection with the performance of its or his or her obligations hereunder to carry out the express intent of the Parties hereto.

21. WAIVER. There shall be no waiver of any term or condition of this Settlement Agreement absent an express writing to that effect by the waiving party. No waiver of any term or condition of this Settlement Agreement shall be construed as a waiver of any other term or condition of this Settlement Agreement.

22. TERMINATION. This Settlement Agreement may be terminated by either Plaintiffs or Labcorp by serving on counsel for the opposing party and filing with the Court a written notice of termination within 10 days (or such longer time as may be agreed between Settlement Class Counsel and Labcorp) only upon any of the following occurrences listed below in 21.1-21.3. In the event of an occurrence giving rise to a basis for termination of this Settlement Agreement, Settlement Class Counsel and Labcorp agree to negotiate reasonably and in good faith regarding a potential amended settlement agreement.

22.1 The Court rejects, materially modifies, or materially amends or changes the terms of the settlement as embodied in this Settlement Agreement;

22.2 The Court declines to enter without material change the material terms in the proposed Preliminary Approval Order or the Final Approval Order; or

22.3 An appellate court reverses the Final Approval Order, and the settlement is not reinstated and finally approved without material change by the Court on remand.

22.4 If the Settlement Agreement, for any reason, is not finally approved or is otherwise terminated, according to its terms, it shall be void *ab initio* and, in that event, Labcorp reserves the right to assert any and all objections and defenses to certification of a class in the course of litigation or to any claims asserted by Plaintiffs, and Plaintiffs reserve the right to file for class certification and to try their case to judgment, and neither this Settlement Agreement, nor any order or other action relating to this Settlement Agreement shall be offered by any person as evidence in support of or against a motion to certify a class for a purpose other than settlement.

23. CONTINUING JURISDICTION. The Parties to this Settlement Agreement stipulate that the Court shall retain personal and subject matter jurisdiction over the Action after the entry of the Final Approval Order to oversee the implementation and enforcement of this Settlement Agreement, the order preliminarily approving the Settlement Agreement, the Final Approval Order, and the determination of Settlement Class Counsel's request for reasonable attorneys' fees, expenses, and any award thereon.

24. NOTICES. Unless otherwise specifically provided herein, all notices, demands, or other communications given hereunder shall be in writing and shall be deemed to have been duly given as of the date of electronic mailing. Postal mailing will be provided as well, addressed as follows:

To Settlement Class Counsel:

Douglas I. Cuthbertson
dcuthbertson@lchb.com
LIEFF CABRASER HEIMANN & BERNSTEIN, LLP
250 Hudson Street, 8th Floor
New York, NY 10013-1413

Matthew R. Wilson
mwilson@meyerwilson.com
MEYER WILSON WERNING CO., LPA
305 W. Nationwide Blvd.
Columbus, OH 43215

Brian Levin
brian@levinlawpa.com
LEVIN LAW, P.A.
2665 South Bayshore Drive, PH2B
Miami, Florida 33133

To Labcorp's Counsel:

Adam Cooke
adam.a.cooke@hoganlovells.com
HOGAN LOVELLS US LLP
555 Thirteenth Street, NW
Washington, D.C. 20004-1109

Corri Hopkins
Cristina Stam
corrihopkins@parkerpoe.com
cristinastam@parkerpoe.com
PARKER POE ADAMS & BERNSTEIN LLP
301 Fayetteville Street, Suite 1400
Raleigh, NC 27601

25. COUNTERPARTS. This Settlement Agreement may be executed in counterparts, each of which shall constitute an original, but all of which together shall constitute one and the same instrument. The several signature pages may be collected and annexed to one or more documents to form a complete counterpart. Photocopies of executed copies of this Settlement Agreement may be treated as originals.

IN WITNESS WHEREOF, each of the signatories has read and understood this Settlement Agreement, has executed it, and represents that he or she is authorized to execute this Settlement Agreement on behalf of the Party or Parties he or she represents, who or which has agreed to be bound by its terms and has entered into this Settlement Agreement.

Agreed to by:

Connie Howard (Mar 30, 2026 18:10:55 PDT)

03/30/20

Connie Howard — Date
Plaintiff and Settlement Class Representative

Matthew H. Mall — Date
Senior Vice President & General Counsel
Defendants Laboratory Corporation of America and Laboratory Corporation of America Holdings

Yadira Yazmin Hernandez — Date
Plaintiff and Settlement Class Representative

Adam A. Cooke — Date
Counsel for Defendants

Adam Cooke
adam.a.cooke@hoganlovells.com
HOGAN LOVELLS US LLP
555 Thirteenth Street, NW
Washington, D.C. 20004-1109

Corri Hopkins
Cristina Stam
corrihopkins@parkerpoe.com
cristinastam@parkerpoe.com
PARKER POE ADAMS & BERNSTEIN LLP
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Agreed to by:

Connie Howard *Plaintiff and Settlement Class Representative*	Date	Matthew H. Mall Senior Vice President & General Counsel *Defendants Laboratory Corporation of America and Laboratory Corporation of America Holdings*	Date
Signed by: F4425488542F453... Yadira Yazmin Hernandez *Plaintiff and Settlement Class Representative*	03/30/26 | 10:20 AM PDT Date	Adam A. Cooke *Counsel for Defendants*	Date

Adam Cooke
adam.a.cooke@hoganlovells.com
HOGAN LOVELLS US LLP
555 Thirteenth Street, NW
Washington, D.C. 20004-1109

Corri Hopkins
Cristina Stam
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PARKER POE ADAMS & BERNSTEIN LLP
301 Fayetteville Street, Suite 1400
Raleigh, NC 27601

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IN WITNESS WHEREOF, each of the signatories has read and understood this Settlement Agreement, has executed it, and represents that he or she is authorized to execute this Settlement Agreement on behalf of the Party or Parties he or she represents, who or which has agreed to be bound by its terms and has entered into this Settlement Agreement.

Agreed to by:

______________________	______________________ 4/2/2026
Connie Howard Date *Plaintiff and Settlement Class Representative*	Matthew H. Mall Date Senior Vice President & General Counsel *Defendants Laboratory Corporation of America and Laboratory Corporation of America Holdings*
______________________	______________________
Yadira Yazmin Hernandez Date *Plaintiff and Settlement Class Representative*	Adam A. Cooke Date *Counsel for Defendants*

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25. COUNTERPARTS. This Settlement Agreement may be executed in counterparts, each of which shall constitute an original, but all of which together shall constitute one and the same instrument. The several signature pages may be collected and annexed to one or more documents to form a complete counterpart. Photocopies of executed copies of this Settlement Agreement may be treated as originals.

IN WITNESS WHEREOF, each of the signatories has read and understood this Settlement Agreement, has executed it, and represents that he or she is authorized to execute this Settlement Agreement on behalf of the Party or Parties he or she represents, who or which has agreed to be bound by its terms and has entered into this Settlement Agreement.

Agreed to by:

Connie Howard — Date *Plaintiff and Settlement Class Representative*	Matthew H. Mall — Date Senior Vice President & General Counsel *Defendants Laboratory Corporation of America and Laboratory Corporation of America Holdings*
Yadira Yazmin Hernandez — Date *Plaintiff and Settlement Class Representative*	4/1/2026 Adam A. Cooke — Date *Counsel for Defendants*

03/26/2

Deborah Reynolds Date
Plaintiff and Settlement Class Representative

Corri Hopkins Date
Counsel for Defendants

03/31/2026

Douglas I. Cuthbertson Date
Counsel for Plaintiffs and the Proposed Settlement Classes

Cristina Stam Date
Counsel for Defendants

Matthew R. Wilson Date
Counsel for Plaintiffs and the Proposed Settlement Classes

03/26/2026

Brian Levin Date
Counsel for Plaintiffs and the Proposed Settlement Classes

Deborah Reynolds Date
Plaintiff and Settlement Class Representative

Corri Hopkins Date
Counsel for Defendants

Douglas I. Cuthbertson Date
Counsel for Plaintiffs and the Proposed Settlement Classes

Cristina Stam Date
Counsel for Defendants

3/26/26

Matthew R. Wilson Date
Counsel for Plaintiffs and the Proposed Settlement Classes

Brian Levin Date
Counsel for Plaintiffs and the Proposed Settlement Classes

Deborah Reynolds — Date *Plaintiff and Settlement Class Representative*	4/1/2026 Corri Hopkins — Date *Counsel for Defendants*
Douglas I. Cuthbertson — Date *Counsel for Plaintiffs and the Proposed Settlement Classes*	Cristina C. Stam 4/1/2026 Cristina Stam — Date *Counsel for Defendants*
Matthew R. Wilson — Date *Counsel for Plaintiffs and the Proposed Settlement Classes*	
Brian Levin — Date *Counsel for Plaintiffs and the Proposed Settlement Classes*	

EXHIBIT A

UNITED STATES DISTRICT COURT
MIDDLE DISTRICT OF NORTH CAROLINA

CONNIE HOWARD, YADIRA YAZMIN HERNANDEZ, and DEBORAH REYNOLDS, on behalf of themselves and all other persons similarly situated, Plaintiffs, v. LABORATORY CORPORATION OF AMERICA and LABORATORY CORPORATION OF AMERICA HOLDINGS, Defendants.	Case No. 1:23-cv-758-WO-JEP **[PROPOSED] ORDER GRANTING PLAINTIFFS' UNOPPOSED MOTION FOR PRELIMINARY APPROVAL OF CLASS ACTION SETTLEMENT AND DIRECTING NOTICE TO THE SETTLEMENT CLASS**

This matter is before the Court on an Unopposed Motion for Preliminary Approval ("Motion"). Plaintiffs Connie Howard, Yadira Yazmin Hernandez, and Deborah Reynolds ("Plaintiffs"), individually, and on behalf of the proposed Settlement Class, and Defendants Laboratory Corporation of America and Laboratory Corporation of America Holdings (collectively, "Labcorp") have entered into a Class Action Settlement Agreement and Release, dated [DATE] ("Settlement" or "Settlement Agreement") that, if approved, would settle the above-captioned litigation.[1] Having considered the Motion, the Settlement Agreement, all exhibits and other evidence submitted in support thereof, the record in this matter, and the briefs and arguments of counsel, the Court hereby ORDERS that Plaintiffs' Motion is GRANTED as follows:

[1] Capitalized terms not otherwise defined herein shall have the same meaning as set forth in the Settlement Agreement.

I. Class Certification for Purposes of Settlement

Pursuant to Federal Rule of Civil Procedure 23, the Court preliminarily certifies, for settlement purposes only, the Settlement Class. The Settlement Class means the following Settlement Classes, as defined immediately below and pursuant to Paragraph 1.15 of the Settlement Agreement:

- **California Settlement Class:** All persons in California who conducted Search Queries on Labcorp's Website from May 1, 2021 to the date of the Settlement Agreement.
- **Pennsylvania Settlement Class:** All persons in Pennsylvania who conducted Search Queries on Labcorp's Website from May 1, 2021 to the date of the Settlement Agreement.

Excluded from the Settlement Class are Labcorp, its current employees, officers, directors, legal representatives, heirs, successors and wholly or partly owned subsidiaries or affiliated companies; the undersigned counsel for Plaintiffs and their employees; and the judge and court staff to whom this Action is assigned.

Based on the submissions of the parties, and for settlement purposes only, the Court makes the following preliminary findings under Federal Rules of Civil Procedure 23(a) and (b)(2):

(a) Members of the Settlement Class are so numerous that joinder of all members in a single proceeding would be impracticable, if not impossible, because of their numbers and dispersion;

(b) There are questions of law and fact common to Settlement Class Members;

(c) Plaintiffs who seek to represent the Settlement Class have claims that are typical of the claims of the Settlement Class that they seek to represent;

(d) Plaintiffs who seek to represent the Settlement Class fairly and adequately represent the interests of the Settlement Class;

(e) Plaintiffs and Settlement Class Members are represented by qualified, reputable counsel who are experienced in preparing and prosecuting class actions such as this one; and

(f) Labcorp has acted on grounds that apply to the respective Settlement Class defined in the Settlement, so that final injunctive relief through the Settlement is appropriate respecting the Settlement Class as a whole.

Accordingly, pursuant to Federal Rules of Civil Procedure 23(a) and (b)(2), the Court preliminarily certifies the Settlement Class for settlement purposes and without prejudice to the parties in the event the Settlement is not finally approved by this Court or otherwise does not take effect. The Court preliminarily appoints Plaintiffs Connie Howard and Yadira Yazmin Hernandez as Settlement Class Representatives for the California Settlement Class, and Plaintiff Deborah Reynolds as Settlement Class Representative for the Pennsylvania Settlement Class. Further, the Court appoints Douglas I. Cuthbertson of the law firm of Lieff Cabraser Heimann & Bernstein, LLP, Matthew R. Wilson of the law firm of Meyer Wilson Werning Co., LPA, and Brian Levin of the law firm Levin Law, P.A. as Settlement Class Counsel.

II. Preliminary Approval of the Settlement

A district court may approve a proposed settlement if it is determined to be "fair, reasonable, and adequate." Fed. R. Civ. P. 23(e)(2). Preliminary approval should only be granted where the parties "show[] that the court will likely be able to . . . approve the proposal under Rule 23(e)(2)." Fed. R. Civ. P. 23(e)(1)(B). "Preliminary approval of a class action settlement should be granted when the preliminary approval of the proposed settlement does not disclose grounds to doubt its fairness or other obvious deficiencies such as duly preferential treatment of class representatives or of segments of the class or excessive compensation for attorneys and appears to fall within the range of possible approval." *Temp. Servs. v. Am. Int'l Grp.*, No. 3:08-cv-00271-JFA, 2012 U.S. Dist. LEXIS 86474, at *17 (D.S.C. June 22, 2012); *see also Clark v. Duke Univ.*, 2019 U.S. Dist. LEXIS 115918, at **3-4 (M.D.N.C. Jan. 29, 2019) (indicating that preliminary review determines whether the settlement is in the range of possible approval). Notably, a preliminary approval analysis is not the same as a full fairness analysis; the former only inquires into whether there is "probable cause" to hold a final hearing on fairness. *See Olvera-Morales v. Int'l Labor Mgmt. Corp.*, 2008 U.S. Dist. LEXIS 134636, at **3-4 (M.D.N.C. Oct. 10, 2008) (citing *In re Mid-Atl. Toyota Antitrust Litig.*, 564 F. Supp. 1379, 1384 (D. Md. 1983)). And while the trial court must make a preliminary determination of fairness, there is a strong judicial policy that favors settlements, particularly where class action litigation is concerned. *See Stark v. Blue Cross and Blue Shield of N.C.*, No. 1:23-cv-22, 2025 U.S. Dist. LEXIS 29654, at *15 (M.D.N.C. Feb. 18, 2025) (citing *In re PaineWebber Ltd. P'ships Litig.*, 147 F.3d 132, 138 (2d. Cir. 1998)).

Under the Settlement Agreement, Labcorp represents and warrants that it has completed a review of its Website to identify whether the Tracking Technologies are active and/or enabled on the Website, and concluded that, to Labcorp's knowledge, none of them are active or enabled as of the date of execution of the Settlement Agreement. In addition, Labcorp agrees to the following injunctive relief:

(1) For a period of not less than two (2) years following the Effective Date, Labcorp shall not use or enable any of the Tracking Technologies on the Website.

(2) Except for any Exempt Technology (as defined in paragraph 1.20 of the Settlement Agreement), for a period of not less than two (2) years following the Effective Date, Labcorp shall not use technology on the Website that to Labcorp's knowledge transmits the contents of Search Queries entered into the Website to third parties.

(3) For a period of not less than two (2) years following the Effective Date, Labcorp shall conduct an annual review of the Website to assess compliance with provisions (1) and (2) above. Following each annual review, Labcorp shall prepare a report of findings respecting its compliance with the provisions (1) and (2) above and provide such report to Settlement Class Counsel.

(4) For a period of not less than two (2) years following the Effective Date, Labcorp shall create and/or maintain a written policy regarding the appropriate use of externally developed tracking technologies on the Website

and provide a copy of that policy to Settlement Class Counsel on an annual basis or following any material revisions to such policy.

(5) For a period of not less than two (2) years following the Effective Date, Labcorp shall designate a senior employee to oversee compliance with provisions (1)–(4) above.

Labcorp has also agreed that Plaintiffs may seek from the Court an injunction to enforce the terms of the Settlement, including Labcorp's Representations and Warranties therein. The Release for any Released Claims does not include any claims for damages or other monetary relief, except for the Plaintiffs who, solely on behalf of themselves, individually, fully, and completely release any and all of their claims for damages and other monetary relief of any nature whatsoever.

The Court hereby finds that it is likely to approve the proposed Settlement under the relevant factors for final approval. The Court has reviewed the terms of the Settlement, including the injunctive relief provided to the Settlement Class, Labcorp's representations and warranties, the release of claims, and Plaintiffs' motion papers. Based on its review and its familiarity with the Action, the Court finds and preliminarily finds that the Settlement is the result of good-faith, prolonged, serious, informed, and non-collusive arms'-length negotiations after Settlement Class Counsel had investigated Plaintiffs' claims and become familiar with their strengths and weaknesses, including through third-party discovery, consultation with consulting experts, and two mediations conducted by an experienced mediator, Hunter Hughes, Esq., of Hunter ADR. The Settlement will also avoid substantial additional costs to all parties, as well as avoid the delay and risks presented by further prosecution of issues during pre-trial, trial, and possible appeal proceedings.

Based on all these factors, the Court concludes that the Settlement appears to be fair, reasonable, and adequate, such that notice to the Settlement Class is appropriate and warranted. Accordingly, the Court GRANTS preliminary approval of the Settlement Agreement and all of the terms and conditions therein.

III. Notice

While Rule 23 "expressly requires notice only in actions certified under Rule 23(b)(3)," 2003 Advisory Comm. Notes on Fed. R. Civ. P. 23, "[f]or any class certified under Rule 23(b)(1) or (b)(2), the court may direct appropriate notice to the class." Fed. R. Civ. P. 23(c)(2)(A). The parties here agreed to a notice program calculated to inform the public about the terms of the Settlement. The Court approves, as to form and content, the proposed notice program, which is designed to reach the members of the Settlement Class and inform them about the Settlement, including through a Settlement Website. The Settlement Website will include (i) a "Contact Us" page with Settlement Administrator information, (ii) the Settlement Agreement, motions for approval and for attorneys' fees and any other important documents in the case, and (iii) important dates and deadlines in the case. In addition, banner ads directing attention to the Settlement Website will be published on websites likely to be visited and used by Settlement Class Members. The Court finds that the proposed notice plan will provide notice in a reasonable manner and that it satisfies applicable guidance concerning the form and content of class notice.

Within ten (10) business days following the entry of this Order, the Settlement Administrator ("___________"), shall begin to implement the agreed upon notice plan and disseminate notice to the Settlement Class. As part of the Final Approval Motion, Plaintiffs shall submit declarations to the Court confirming compliance with the notice provisions set forth above.

IV. <u>Final Approval Hearing and Stay</u>

The Court hereby schedules a hearing (the "Final Approval Hearing") to determine whether to grant final approval of the Settlement as well as to rule on Settlement Class Counsel's motion for an award of reasonable attorneys' fees, costs and expenses ("Attorneys' Fees Motion"). The Final Approval Hearing shall take place at the date and time set forth at the end of this Order. The date of the Final Approval Hearing may be changed without further notice to the Settlement Class. The Settlement Website shall be promptly updated with information about any such change. Pending the Final Approval Hearing, all proceedings in the Action are stayed, other than proceedings necessary to effectuate the settlement approval process, consistent with this Court's previous order. Dkt. 145.

V. <u>Objections</u>

Any Settlement Class Member may comment on or object to any aspect of the proposed Settlement or the associated Attorneys' Fees Motion, either on his or her own or through an attorney hired at his or her expense, by following the procedures set forth herein. These procedures and requirements are intended to ensure the efficient administration of justice and the orderly presentation of any Settlement Class Member's objection to the Settlement.

Any Settlement Class Member who wishes to comment on or object to the Settlement or Attorneys' Fees Motion must do so in writing. To be considered, any comment on or objection to the Settlement or Attorneys' Fees Motion must be mailed, postmarked no later than the Objection Deadline set forth below, to the Court at the following address: Clerk, U.S. District Court, Middle District of North Carolina, 324 W. Market Street, Greensboro, NC 27401. It must also include the following information:

(a) the case name and number (*Howard v. Laboratory Corp of America*, Case No. 1:23-cv-758);

(b) the name, mailing address, e-mail address, and signature of the Settlement Class Member and, if represented by counsel, of his or her counsel;

(c) the specific aspect of the Settlement or Attorneys' Fees Motion to which the Settlement Class Member objects or wishes to comment upon, along with any legal support the Settlement Class Member wishes to bring to the Court's attention and any evidence the Settlement Class Member wishes to introduce; and

(d) a statement of membership in the Settlement Class that clearly identifies that she or he conducted a Search Query on Labcorp's Website during the relevant period and the state in which the Settlement Class Member resided and/or was located when she or he conducted the Search Query.

Settlement Class Members who have timely commented on or objected to the Settlement in writing may also appear at the Final Approval Hearing in person or by counsel and be heard, either in support of or in opposition to the matters to be considered at the hearing. Any Settlement Class Member who wishes to appear at the Final Approval Hearing must submit a Notice of Intention to Appear along with their written comment or objection. If a Settlement Class Member intends to appear at the Final Approval Hearing through counsel, the Notice of Intention to Appear must also identify all attorneys who will appear at the Final Approval Hearing.

Any Settlement Class Member who does not timely submit such a written comment or objection will not be permitted to raise such comment or objection or appear at the Final Approval Hearing, except for good cause shown, and any Settlement Class Member who fails to object in the manner prescribed by this Order will be deemed to have waived, and will be foreclosed from raising, any such comment or objection, except for good cause shown. The Court will only require substantial compliance with the requirements for submitting an objection.

VI. Scheduling Order

The following table summarizes all relevant dates and deadlines set forth in this Order:

Event	Date
Notice shall be posted on the Settlement Website, along with relevant Court orders and documents in the Action.	No later than ten (10) business days following entry of this Order
Deadline for Plaintiffs to file Final Approval Motion and Attorneys' Fees Motion	No later than 65 calendar days before the Final Approval Hearing

Event	Date
Objection Deadline	No later than 30 calendar days before the Final Approval Hearing
Deadline to respond to Objections	No later than 15 calendar days before the Final Approval Hearing
Final Approval Hearing (at least 100 days after the Preliminary Approval Motion is filed, *see* 28 U.S.C. § 1715(d))	**___ ___, ___, at ___.**

Upon application of the parties and good cause shown, the deadlines set forth in this Preliminary Approval Order may be extended by order of the Court without further notice to the Settlement Class. Settlement Class Members are advised to check the Settlement Website regularly for updates and further details regarding extensions of these deadlines.

VII. <u>Other Provisions</u>

In the event the Court does not enter a Final Approval Order, or for any reason the Effective Date does not occur as contemplated by the Settlement, or the Settlement is terminated pursuant to its terms for any reason, then (a) the Settlement and all orders and findings entered in connection with the Settlement shall become null and void and be of no further force and effect whatsoever, shall not be used or referred to for any purpose whatsoever, and shall not be admissible or discoverable in this or any other proceeding; (b) this matter will revert to the status that existed before execution of the Settlement Agreement; and (c) no term or draft of the Settlement Agreement or any part of the Parties' settlement discussions, negotiations, or documentation (including briefing) shall be (i) admissible in evidence for any purpose in this Action or any other proceeding, or (ii) deemed an admission or concession regarding the validity of any Released Claims, any allegation in this Action, or the propriety of certification of any class.

In addition, this Order and the Settlement shall not be construed or used as an admission, concession, or declaration by or against the Released Parties of any fault, wrongdoing, breach, or liability, and shall not be deemed to be a stipulation as to the propriety of class certification, or any admission of fact or law regarding any request for class certification, in any other action or proceeding, whether or not involving the same or similar claims. Nor shall this Order be construed or used as an admission, concession, or declaration by or against Plaintiffs or the other Settlement Class Members that their claims lack merit or that the relief requested is inappropriate, improper, or unavailable, or as a waiver by any party of any defenses or claims he, she, or it may have in the Action or in any other proceeding.

Settlement Class Counsel and Labcorp's Counsel are hereby authorized to use all reasonable procedures in connection with the approval and administration of the Settlement that are not materially inconsistent with this Preliminary Approval Order or the Settlement, including making, without further approval of the Court, minor corrections or non-substantive changes to the form or content of the notice that they jointly agree is reasonable or necessary.

IT IS SO ORDERED.

Dated: ____________________

____
HON. WILLIAM L. OSTEEN, JR.
UNITED STATES DISTRICT JUDGE

EXHIBIT 2

The Martindale-Hubbell AV-rated law firm of Meyer Wilson Werning Co., LPA, is devoted to prosecuting consumer and securities class actions, representing patients harmed by dangerous drugs and medical devices, and representing investors with claims against the securities industry. The firm prosecutes individual cases and class actions nationwide on behalf of individuals in arbitration and in court. Since its inception, Meyer Wilson Werning has achieved jury verdicts, arbitration awards, and settlements with a combined value of hundreds of millions of dollars on behalf of its clients.

Meyer Wilson Werning has prosecuted numerous nationwide class actions as court-appointed Lead and Co-Lead Class Counsel in federal and state courts throughout the country, including one class action that resulted in what is believed to be the largest jury verdict in Ohio's history at that time and was also reported to be the country's largest securities class action jury verdict in history. In that case, the firm's founding principal David Meyer was appointed Co-Lead Class Counsel action against Prudential Securities. The firm represented more than 250 investors from Marion, Ohio. The jury trial lasted several weeks and the jury returned a Plaintiffs' verdict in excess of $261 million. The case was *Burns, et al. v. Prudential Securities, Inc.*, Case No. 99CV0438, in the Court of Common Pleas of Marion County, Ohio. The case was pending for more than seven years. Following an appeal, Class Members received in excess of 100% recovery of their actual losses, even after payment of attorneys' fees and expenses.

As part of its service to consumers, Meyer Wilson Werning has been a leader in protecting the privacy interests of consumers and patients by holding corporations accountable for illegal and invasive mass calling campaigns, as well as data breaches and other similar violations.

Meyer Wilson Werning has been appointed class counsel in numerous class actions that have resulted in significant recoveries. Successes in class actions matters in which Meyer Wilson Werning served as Lead or Co-Lead counsel include:

- *Avetisyan v. United Health Centers of the San Joaquin Valley*, Case No. 22ECG00285 (Fresno County Superior Court) (Class counsel in a data breach suit alleging failure to protect sensitive medical information of patients from release. Final approval of a $1.65 million settlement granted in March 2023).

- *Brown v. DirectTV, LLC, et al.*, Case No. 2:12-cv-08382 (C.D. Cal.) (Class Counsel in nationwide class action alleging privacy violations from calls with prerecorded messages sent to cell phones. After nearly eight years, the class was certified on March 29, 2019. The Court granted preliminary approval of a $17 million settlement was granted in August 2022; Final Approval granted February 2023).

- *Myers v. Marietta Memorial Hospital et al.*, Case No. 2:15-cv-2956-ALM-CMV (S.D. Ohio) (Co-Lead Class Counsel in a case alleging wage-and-hour violations on behalf of nurses and other direct patient care workers. Final Approval of a $2.5 million settlement granted September 2022).

- *Carpenter v. Allstate Insurance Company*, Case No. 2:21-cv-3381-EAS-EPD (S.D.Ohio) (Counsel in a nationwide class settlement alleging that a pool of approximately 500 telemarketing robocalls violated consumer privacy. Final approval of the settlement was granted June 2022).

- *Burns et al. v. Deloitte Consulting, LLP*, Case No. 1:20-cv-4077 (S.D.N.Y.). (Class counsel in a nationwide settlement of claims stemming from improper maintenance of consumer data in connection with customers seeking government benefits. Final approval of settlement granted February 2022).

- *DeCapua v. Metropolitan Property and Casualty Insurance Company*, Case No. 1:18-cv-590 (D.R.I.) (Counsel in a nationwide class settlement alleging privacy violations stemming from telemarketing texts sent with an autodialer. Final approval of an $850,000 cash settlement was granted in September 2021).

- *Grogan v. Aaron's, Inc.*, No. 1:18-cv-2821-JPB (N.D. Ga.) (Class counsel in a nationwide class action alleging TCPA violations to non-customers. Final approval of the $1.75 million settlement was approved in October 2020).

- *Brown & Szaller Co., LPA v. Waste Mgmt. of Ohio*, No. CV-16-859588 (Ohio C.P. Cuyahoga Cnty.) (Class counsel on behalf of business customers of Waste Management in Ohio, alleging overcharges. Class settlement of $30.5 million was approved August 2020).

- *John Doe v. CVS Health Corp. et al.*, No. 2:18-cv-00488 (S.D. Ohio) (Class counsel in a class action alleging illegal disclosure of HIV status of patients as part of a mass mailing. Final approval, argued by Meyer Wilson Werning principal Matthew R. Wilson, of the $4.4 million cash settlement was approved in February, 2020).

- *DeCapua v. MetLife Inc.*, No. 1:18-cv-00590-WES-LDA (D.R.I.) (Class Counsel in nationwide class action alleging TCPA violations from autodialer text messages to cell phones. Court granted final approval to $850,000 settlement on Sept. 3, 2021).

- *Woodrow v. Sagent Auto, LLC*, No. 2:18-cv-01054-JPS (E.D. Wisc.) (Class Counsel in nationwide class action alleging TCPA violations from autodialer calls to cell phones. Final approval of the $1.75 million settlement was approved in November 2019).

- *Rice-Redding et al. v. Nationwide Mut. Auto. Ins. Co.*, No. 1:16-cv-03634-TCB (N.D. Ga.) (Class Counsel in nationwide class action alleging TCPA violations from autodialer calls to cell phones. Final approval of the $5 million settlement was approved in August 2019).

- *Luster v. Wells Fargo Dealer Servs.*, No. 1:15-cv-1058 (N.D. Ga.) (Class Counsel in case alleging TCPA violations from autodialer debt collection calls to customers and non-customers in connection with auto loans. Final approval of the $14.8 million cash settlement was granted December 2017).

- *Prather v. Wells Fargo Bank, N.A.*, No. 1:15-cv-4231 (N.D. Ga.) (Class Counsel in case alleging TCPA violations from autodialer debt collection calls to customers and non-customers in connection with student loans. Final approval of the $2 million cash settlement was granted August 2017).

- *Cross v. Wells Fargo Bank, N.A.*, No. 1:15-cv-1270 (N.D. Ga.) (Class Counsel in nationwide class settlement of TCPA violations from autodialer calls to customers and non-customers in connection with deposit accounts. Final approval of $30.6 million cash settlement was approved February 2017).

- *Markos v. Wells Fargo Bank, N.A.*, No. 1:15-cv-1156 (N.D. Ga.) (Class Counsel in nationwide class settlement of TCPA violations from autodialer debt collection calls to customers and non-customers in connection with mortgage accounts. Final approval of $16.4 million cash settlement was approved in January 2017).

- *Smith v. State Farm, et al.*, No. 1:13-cv-02018 (N.D. Ill.) (Class Counsel in nationwide class settlement alleging TCPA violations from autodialer telemarketing calls by or on behalf of several large insurance companies to millions of cell phones. Final approval of approximately $7 million cash settlement (with no claims process) was approved December, 2016).

- *Ossola, et al. v. American Express Co., et al.*, No. 1:13-CV-4836 (N.D. Il.) (Class Counsel in nationwide class settlement alleging TCPA violations from autodialer calls to cell phones. Final approval of $8.7 million cash settlement was approved December 2016).

- *Franklin v. Wells Fargo Bank, N.A.*, No. 14-cv-2349-MMA (S.D.Cal.) (Class Counsel in a nationwide class settlement of TCPA violations from autodialer calls to cell phones. Final approval, argued by Meyer Wilson Werning principal Matthew R. Wilson, of the $13.89 million cash settlement was approved in January 2016).

- *Bayat v. Bank of the West*, No. 3:13-cv-02376-EMC (N.D. Cal.) (Class Counsel in putative nationwide class alleging TCPA violations from autodialer calls to cell phones. Settlement of $3.35 million cash settlement approved in April 2015).

- *Connor v. JPMorgan Chase Bank*, No. 10 CV 1284 DMS BGS (S.D. Cal. Mar. 12, 2012) (Class Counsel in nationwide class alleging TCPA violations from autodialer calls to cell phones. Settlement of $11.67 million was granted final approval granted in early 2015).

- *In re Capital One Telephone Consumer Litig.*, No. 1:12-cv-10064 (N.D. Il) (Class Counsel in MDL proceeding involving autodialed and prerecorded message calls to cells phone by Capital One and several of its vendors in violation of the Telephone Consumer

Protection Act. The case settled on a nationwide basis for over $75.5 million, the largest TCPA settlement in the nearly 30-year history of that statute. Final approval, which was argued by Meyer Wilson Werning principal Matthew R. Wilson, was granted in February 2015.).

- *Mills v. HSBC Bank Nevada, N.A., et al*., No. 3:12-cv-04010 (N.D. Cal.) (Class Counsel in nationwide class action alleging TCPA violations from autodialer calls to cell phones. Final approval, which was argued by Meyer Wilson Werning principal Matthew R. Wilson, of the $39.975 million cash settlement was approved in February 2015.).

- *Wannemacher v. Carrington Morg. Servs*., *LLC*, No. 8:12-cv-2016-FMO-AN (C.D. Cal.) (Co-Lead Class Counsel in nationwide class action alleging TCPA violations from autodialer calls to cell phones. On December 23, 2014, the Court approved the $1.03 million class settlement.).

- *Lazebnik v. Apple, Inc.*, No. 5:13-cv-04145-EJD (N.D. Cal.) (Co-Lead Class Counsel in nationwide class action alleging fraudulent marketing of a "season pass" of the television show *Breaking Bad* on Apple's iTunes service. In response to the lawsuit, Apple provided a full credit to the entire proposed class. On October 21, 2014, the parties settled all remaining issues.).

- *Yarger, et al. v. ING Bank FSB*, No. 1:11-cv-00154-LPS (D. Del.) (Co-Lead Class Counsel in nationwide class action alleging misrepresentations related to marketing of mortgage note modifications. A 10-state class was certified in 2012. On October 7, 2014, final approval, which was argued by Meyer Wilson Werning principal Matthew R. Wilson, was granted to the $20.3 million class settlement.).

- *Steinfeld v. Discover Fin. Servs.*, No. 3:12-cv-01118-JSW (N.D. Cal.) (Counsel for the class in action alleging TCPA violations from autodialer calls to the cell phones. On March 31, 2014, the court approved an $8.7 million class settlement.).

- *Rose v. Bank of America Corp., et al.*, No.5:11-cv-2390 (N.D. Cal.) (Class Counsel in putative nationwide class action alleging TCPA violations from autodialer calls to cell phones. The $32 million cash settlement, the largest TCPA class settlement ever at the time, was approved in 2014.).

- *Arthur v. Sallie Mae, Inc*., No. C10-0198 (W.D. Wash) (Co-Lead Class Counsel in putative nationwide class action alleging TCPA violations from autodialer calls to the cell phones of borrowers who took out student loans with the national lender. The $24.15 million nationwide settlement was granted final approval on September 17, 2012. It was, at the time, the largest TCPA settlement since that statute was enacted.).

- *Smith v. Regents of the Univ. of Cal.*, No. RG08-410004 (Cal. Sup. Ct., Alameda Cnty.) (Co-Lead Counsel in California statewide action alleging breaches of medical data privacy. In what was one of the first successful class action cases under California's

Confidentiality of Medical Information statute, the class was certified on July 9, 2009, and the case was settled in late 2011).

- *Mack v. hh gregg, Inc., et al.*, No. 1:08-cv-664 (S.D. Ind.) (Co-Lead Counsel in putative class action involving alleged incorrect installation of dryers. Nationwide class settlement was granted final court approval on March 18, 2011.).

- *Kaiser-Flores v. Lowe's Home Centers, Inc.*, No. 5:08-CV-00045 (W.D.N.C.) (Co-Lead Counsel in putative class action involving alleged incorrect installation of dryers. Nationwide class settlement, including cash relief for class members, was granted final court approval on December 15, 2010.).

- *Frankle v. Best Buy Stores, L.P.*, No. 08-5501 (D. Minn.) (Co-Lead Counsel in putative class action involving alleged incorrect installation of dryers. Nationwide class settlement was granted final court approval on November 9, 2010.).

- *Sanbrook v. Office Depot, Inc.*, No. 07CV096374 (N.D. Cal.) (Co-Lead Class Counsel in California statewide certified class action involving misleading service plan terms and other related issues. The case settled for cash relief for class members, and was granted final approval by the Court on November 23, 2010.).

- *Stout v. Jeld Wen, Inc.*, No. 1:08-CV-652 (N.D. Ohio) (Lead Class Counsel in nationwide class action alleging defective windows. Final approval, argued by Meyer Wilson Werning principal Matthew R. Wilson, was granted to the nationwide settlement on August 8, 2010.).

- *Fulford v. Logitech, Inc.*, No. 08-cv-02041 (N.D. Cal.) (Co-Lead Class Counsel in class action alleging deceptive advertising of a consumer product. The nationwide class action settlement was granted final court approval on March 5, 2010.).

- *Schweinfurth, et al. v. Motorola, Inc.*, No. 1:05-CV-0024 (N.D. Ohio) (Co-Lead Class Counsel in nationwide class action alleging defective cellular phones, resulting in nationwide settlement with cash relief for class members, approved by the Court on January 25, 2010.).

- *Steele v. Pergo, Inc.*, No. CV07-1493 (D. Oregon) (Lead Class Counsel in class action alleging defective laminate flooring. The nationwide settlement was granted final court approval, which was argued by Meyer Wilson Werning principal Matthew R. Wilson, on July 7, 2009.).

- *Jenkins v. Hyundai Motor Fin. Co.*, Case No. 2:04-cv-00720 (S.D. Ohio) (Appointed Co-Lead Class Counsel in a certified class action alleging defective notices in connection with the repossession and subsequent disposition of vehicles. The case settled after certification, and was approved by the Court on July 7, 2009.).

- *Guiseppone v. Wendy's Int'l, Inc., et al.*, No. 08-CVC-4-6219 (Ohio Ct. C.P. Franklin Cnty.) (Liaison Counsel in the derivative and class action suit involving the sale of Wendy's to the parent company of Arby's. The nationwide class action settlement was approved by the Court on July 1, 2009.).

- *In Re Apple iPod Nano Prod. Liab. Litig.*, No. M: 06-cv-01754-RMW (N.D. Cal.) (Co-Lead Counsel in the Multi-District Litigation proceeding in which nationwide class actions allege that screens on Ipod Nanos were susceptible to excessive scratching under normal use and were therefore defective. A nationwide settlement of the related case in state court, including cash relief for consumers, was granted final approval by the Court on April 28, 2009.).

- *Health Science Prods. LLC. v. Sage Software SB, Inc.*, No. 1:05-CV-03329-RWS (N.D. Ga.) (Co-Lead Class Counsel in nationwide class action settlement involving allegedly defective software. Settlement included cash relief for Class Members. It was approved by the Court on April 24, 2008.).

- *Wiatrowski, et al. v. Sears, Roebuck & Co., et al.*, No. 1:06-CV-00637 (N.D. Ohio) (Co-Lead Counsel in a nationwide class action settlement that provided cash reimbursement of Class Members for out of pocket losses. The court granted final approval on December 20, 2007.).

- *Bowen, et al. v. Whirlpool Corp., et al.*, No. CV05-8067 (C.D. Cal.) (Co-Class Counsel in nationwide class action alleging defective water heaters. Final approval was granted in the nationwide class settlement on October 11, 2007.).

- *Opperman, et al. v. Cellco P'ship, et al.*, No. BC326764 (Cal. Sup. Ct. Los Angeles Cnty.) (Nationwide settlement approved in 2006. Provided, *inter alia,* for the option to return improperly marketed cellular telephone for a full refund of the purchase price and cancellation of a Class Member's contract without early termination penalties.).

- *Heitbrink, et al. v. eMachines*, No. G-4801-CI-200501229 (Ohio Ct. C.P. Lucas Cnty.) (Nationwide settlement provided cash relief for qualified Class Members for purchasers of defective notebook computers. The Court granted final approval on December 21, 2006.).

- *Martino, et al. v. Motorola, Inc.*, No. 03-CIV-1562 (Ohio Ct. C.P. Medina Cnty.) (Nationwide class action settlement provided relief valued in the millions of dollars and included cash reimbursement of Class Members for out of pocket losses. The Court granted final approval on March 2, 2005.).

Meyer Wilson Werning currently serves as Class Counsel in numerous pending class actions throughout the country, including the following sample:

- *Kinnie Ma IRA et al. v. Ascendent Capital, LLC et al.,* No. 19-cv-1050 (W.D.Tex.) (Class Counsel in a nationwide class action alleging fraud and securities violations in connection with the GPB investment products).

- *In re San Francisco 49ers Data Breach Litigation*, Case No. 3:22-cv-05138 (N.D.Cal.) (Class Counsel in a nationwide data breach class action).

- *Howard et al. v. Laboratory Corp. of America*, Case No. 1:23-cv-758 (M.D.N.C.) (Class Counsel in a class action alleging claims under California and Pennsylvania law pertaining to use of pixel technology to track personally identifiable information).

- *Yi-Chieh Cheng et al*. v. *Los Angeles County Metropolitan Transportation Agency*, Case No. 25STCV25605 (Los Angeles Cty. Sup. Ct.) (Class Counsel in a class action alleging claims under California law pertaining to use of Google Analytics and Doubleclick technology used to track personally identifiable information).

- *Gregor et al. v. Rice Drilling D, LLC*, Case No. 2:21-cv-3999 (S.D. Ohio) (Class Counsel in a class action alleging underpayment of royalties on oil and gas leases).

MATTHEW R. WILSON is a principal attorney with the firm.

Mr. Wilson prosecutes the firm's class action cases. During the past 15 years, Mr. Wilson has served as court-appointed class counsel to more than thirty-five certified classes, in settlement or in litigation.

Mr. Wilson has been court-appointed class counsel in numerous privacy cases across the country, including cases in which the defendants were alleged to have made unauthorized calls and sent text messages to cellular telephones through the use of an automated telephone dialing system and/or an artificial or prerecorded voice, in violation of federal law. These class settlements - over the last few years alone - in which Mr. Wilson has been class counsel have provided over $300 million in cash for consumers.

Several of Mr. Wilson's cases have resulted in nationwide settlements for consumers that are among the largest since the federal statute involving telephone privacy was enacted in 1991, including *In re: Capital One Telephone Consumer Protection Act Litigation*, 1:12-cv-10064 (N.D. Ill.) ($75.5 million all-cash class settlement); *Wilkins v. HSBC Bank Nevada, N.A. et al.*, 1:14-cv-00190 (N.D. Ill.) ($39.9 million all-cash class settlement); *Rose v. Bank of America Corp.*, 5:11-cv-02390-EJD (N.D. Cal.) ($32 million all-cash class settlement); and *Arthur, et al. v. Sallie Mae, Inc.*, No. 10-cv-198-JLR (W.D. Wash.) ($24.15 million all-cash class settlement).

In another matter, Mr. Wilson was co-lead counsel in *Yarger v. ING Bank, fsb*, 1:11-cv-00154-LPS (D. Del.), representing consumers who alleged that ING breached its promise to allow them to refinance their home mortgages for a fixed flat fee of $500 or $750, and instead charged a higher fee. In 2012, the court certified a class of consumers in ten states who purchased or retained an ING adjustable rate mortgage. In October 2014, the court approved a $20.35 million all-cash class settlement.

In addition to Mr. Wilson's complex civil litigation practice, his pro bono services have included the representation of indigent criminal defendants in Sixth Circuit appeals in Criminal Justice Act cases, including one case in which the Sixth Circuit vacated the criminal sentence of Mr. Wilson's indigent client on appeal. See *United States v. Boards*, 202 Fed. Appx. 869 (6th Cir. 2006). He has been a frequent Interfaith Legal Services volunteer, where he has assisted low-income clients with all manner of legal difficulties, trying one such case to a state court jury. He is also a member of the National Association of Consumer Advocates and has participated as a mentor in the Ohio Supreme Court Lawyer-to-Lawyer Mentoring Program.

Mr. Wilson graduated *magna cum laude*, Phi Beta Kappa, in Philosophy from Denison University in Granville, Ohio. He received his law degree from the University of Virginia Law School in Charlottesville, Virginia. He is admitted to practice in California, Ohio, Georgia, and Missouri.

JARED CONNORS is an attorney with the firm.

Mr. Connors has experience working on the firm's class action and securities arbitration cases. He joined Meyer Wilson Werning as a law clerk in 2020 and started as an associate attorney in 2021 after being admitted to practice law in the State of Ohio.

Mr. Connors received his B.A., *magna cum laude*, in history from Northern Illinois University and graduated from The Ohio State University Moritz College of Law in 2021. During law school, he was an articles editor for the *Ohio State Law Journal* and won Best Brief at the 2019 Herman Moot Court Competition.

In addition, Mr. Connors is a member of the Ohio Association for Justice and the Ohio State Bar Association.

Since joining Meyer Wilson Werning, Jared has gained extensive experience across a diverse range of cases, some of which include:

- *Bowen v. Porsche Cars, N.A.*, 561 F. Supp. 3d 1362 (N.D. Ga. 2021) (denying motion to dismiss where automotive company allegedly damaged infotainment systems by sending unauthorized software updates)
- *Brown v. DirecTV, LLC*, 562 F. Supp. 3d 590 (C.D. Cal. 2021) (denying motion to decertify and granting partial summary judgment in favor of plaintiff-class where defendant made prerecorded debt collection calls to non-customers in violation of TCPA);
- *Head v. Citibank, N.A.*, 340 F.R.D. 145 (D. Ariz. 2022) (certifying nationwide class of non-customers who received prerecorded debt collection calls);
- *Nichols v. State Farm Mut. Auto. Ins. Co.*, 634 F. Supp. 3d 426 (S.D. Ohio 2022) (denying motion to dismiss where plaintiff alleged that insurance company was applying unlawful deductions to payments for total loss vehicles);
- *Ghanaat v. Numerade Labs, Inc.*, 689 F. Supp. 3d 714 (N.D. Cal. 2023) (holding that plaintiffs plausibly alleged violation of Video Privacy Protection Act through Meta Pixel tracker); and
- *Allen v. Wenco Mgmt., LLC*, 696 F. Supp. 3d 432 (N.D. Ohio 2023) (holding that data breach plaintiff plausibly alleged that he suffered cognizable damages in the form of a "privacy injury" and an increased risk of identity theft).

RYNE TIPTON is an attorney with the firm.

Mr. Tipton has experience working on the firm's class action cases. He joined Meyer Wilson Werning as an associate attorney in 2025.

Based in Louisville, Kentucky, he previously practiced commercial litigation at Dentons Bingham Greenebaum LLP ("Dentons"), representing businesses and individuals in state and federal courts. While at Dentons, Ryne honed his skills in legal research and brief writing, notably drafting an amicus curiae brief in support of the petitioner in *Villarreal v. Alaniz et al.*, a case taken up by the U.S. Supreme Court on certiorari in 2024.

Mr. Tipton earned his B.A. *summa cum laude* in Political Science and Economics from the University of Tennessee, Knoxville in 2020, and his J.D. *cum laude* from Washington University in St. Louis School of Law in 2023. In law school, he served as an Executive Editor of the Washington University Law Review (Vol. 100) and received multiple academic honors, including the Academic Excellence Award and the Honor Scholar Award.

Mr. Tipton is an active member of the Kentucky Bar Association.

EXHIBIT 3

FIRM RESUME – LEVIN LAW, P.A.

LEVIN LAW, P.A. is a Miami, Florida-based boutique litigation firm that focuses primarily on consumer and investor representation in the following matters: cybersecurity, data privacy, consumer protection, securities, and cryptocurrency representing parties in class, mass, and individual actions. Our team represents individual investors, institutional investors, family offices, and other aggrieved consumers worldwide and has recovered more than $300 million for our clients.

CLASS ACTION LITIGATION

Levin Law, P.A. currently serves as putative class counsel in numerous pending class actions throughout the country, including the following sample:

- *Smith et al v. Rack Room Shoes, Inc.*, No. 24-cv-6709 (N.D. Cal.) (putative class counsel in a class action alleging improper collection of confidential information in violation of federal and state law).
- *Cobbs et al v. PetMed Express, Inc.*, No. 25-cv-80458 (S.D. Fla.) (putative class counsel in a case alleging violations of state and federal law for improper collection of confidential veterinary information).
- *Brewer et al v. Otter.ai, Inc.*, No. 25-cv-06911 (N.D. Cal.) (appointed co-lead counsel in a class action alleging state and federal privacy law violations).
- *Cheng et al v. Los Angeles County Metropolitan Transportation Authority*, No. 25STCV25605 (Cal. Super. Ct., Los Angeles Cnty.) (putative class counsel in a case alleging violations of state law for improper collection of personally identifiable information).
- *Figuierdo et al v. Jam City, Inc.*, No. STK-cv-UBT-2025-0013865 (Cal. Super. Ct., San Joaquin Cnty.) (putative class counsel in a class action alleging improper collection of confidential information in violation of state law).
- *Ramos et al v. Branch Metrics, Inc.*, No. 25-cv-481772 (Cal. Super. Ct., Santa Clara Cnty.) (putative class counsel in a class action alleging improper collection of confidential information in violation of state law).
- *Basich et al v. Microsoft Corporation*, No. 26-cv-00422 (W.D. Wash.) (putative class counsel in a class action alleging violations of the Illinois Biometric Privacy Act).

DATA PRIVACY AND CYBERSECURITY ARBITRATIONS

Since 2022 alone, Levin Law, P.A., has represented more than 300 individual consumers in data privacy and cybersecurity cases. Levin Law, P.A. has achieved arbitration awards and settlements with a combined value of more than $10,000,000 for its clients, including the following sample of notable recoveries:

- $2.5 million resolution of data privacy arbitration.
- $2.125 million resolution of cybersecurity arbitration.
- $2 million total arbitration award representing full recovery of damages and attorneys' fees and costs in a cybersecurity arbitration.
- $559,740 total arbitration award representing full recovery of damages and attorneys' fees and costs in a cybersecurity arbitration.
- $547,357 total arbitration award representing full recovery of damages and attorneys' fees and costs in a cybersecurity arbitration.

- $289,821 arbitration award representing compensatory damages and punitive damages in a cybersecurity arbitration.
- $303,870 arbitration award representing full compensatory damages and treble damages in a cybersecurity arbitration.
- Recoveries for over 100 additional individual consumers valued at $2 million.

SECURITIES AND BANKING LITIGATION

Levin Law, P.A. also represents individual investors, institutional investors, family offices, and others in claims for investment-related wrongdoing against brokerage firms, private banks, investment advisors, commodities firms, hedge funds, and other. The Levin Law attorneys have recovered over $300,000,000 in losses since 2007, including the following sample of notable recoveries:

- $36 million recovery for a family office from a brokerage firm that was alleged to have churned the client's accounts and engaged in other wrongdoing.
- $17 million in assets recovered for investor in connection with unsuitably risky derivative investment.
- $13.579 million recovery from a brokerage firm that sold fraudulent securities issued by a Ponzi scheme after failing to conduct adequate due diligence of the Ponzi scheme.
- $11 million recovery for a minority Michigan shareholder who alleged that a controlling shareholder in a privately held company engaged in shareholder oppression.
- $5 million recovery for institutional investor after brokerage firm misrepresented the nature and risks of a leveraged real estate fund.
- $4.775 million recovery from a brokerage firm that misrepresented the nature and risks of Lehman Brothers structured products, including so-called "principal protection" notes.
- $3.8 million recovery against a private investment firm specializing in equity-related securities for unsuitable investment recommendations and failure to perform proper due diligence.
- $3.75 million recovery for an investor from a brokerage firm that improperly recommended and sold foreign exchange contracts.
- $3.33 million recovery from a large financial institution for inducing a business owner to open a check deposit business and then improperly freezing the account and withholding access to all account assets.
- $2 million recovery from a brokerage firm that (a) sold fraudulent securities issued by a Ponzi scheme after failing to conduct adequate due diligence of the Ponzi scheme, and (b) sold other risky and illiquid private placements.

- $1.95 million recovery from a brokerage firm that recommended and sold over-concentrated positions in risky, leveraged, Puerto Rico bond funds.
- $1.1 million recovery from multiple brokerage firms that made negligent and unsuitable recommendation to over-concentrate investors' assets in illiquid private placement securities.
- $950,000 recovery from brokerage firm that negligently approved a fraudulent investment product for sale to customers and negligently supervised its broker.
- $300,000 recovery for investor in defamation suit against investor / blogger based on allegedly false and disparaging blog entries.
- $157,000 recovery on behalf of a Swiss trust structure from a European bank that misrepresented the risks of a structured note.

ATTORNEYS

BRIAN LEVIN

Brian Levin is the managing partner of Levin Law, P.A. and an AV-rated lawyer. He has both a domestic and international practice. He represents individuals, institutions, family offices, and other aggrieved consumers in class actions and litigation related to investment fraud, data privacy, cybersecurity, consumer protection, and cryptocurrency matters. He handles claims against corporations, brokerage firms, private banks, investment advisors, and others.

Mr. Levin has recovered more than $300 million for clients throughout the world.

Brian has been named as one of America's Top 100 High Stakes Litigators, 2019 Florida "Rising Stars," Rated by Super Lawyers®, "AV"® Preeminent™ rating, Martindale-Hubbell, Lifetime member, Multi-Million Dollar Advocates Forum, Lifetime member, Million Dollar Advocates Forum, and "Top Lawyer," South Florida Legal Guide.

EDUCATION

- James Madison College at Michigan State University
  - B.A. in Political Theory and Constitutional Democracy, *cum laude*, 2003
- University of Miami School of Law
  - J.D., *cum laude*, 2006

PRIOR EXPERIENCE

- Dimond Kaplan & Rothstein, P.A.
- Gilbride Heller & Brown, P.A.
- Boies Schiller & Flexner, LLP
- Honorable David Levy

BRANDON T. GRZANDZIEL

Brandon Grzandziel is a partner at Levin Law whose practice consists of representing institutions, individuals, family offices, and other aggrieved investors and consumers in class actions and litigation related to consumer protection, cryptocurrency matters, investment fraud, banking issues, cybersecurity, and data privacy. Over the course of his career, he has recovered hundreds of millions of dollars for his clients.

Prior to joining Levin Law, Mr. Grzandziel was a Director at Saxena White's where he focused primarily on securities class action litigation and shareholder derivative actions. During his tenure at Saxena White, Mr. Grzandziel obtained substantial monetary recoveries including one of the largest settlements in 2018, *In re Wilmington Trust Corporation Securities Litigation* ($210 million).

Additionally, Mr. Grzandziel has been a member of the teams securing significant recoveries for investors *In re Rayonier Securities Litigation* ($73 million), *City Pension Fund v. Aracruz Celulose S.A.* ($37.5 million against a foreign defendant), *In re Bank of America* ($62.5 million, which ranks among the top ten derivative settlements approved by the federal courts), and *In re Sadia, S.A. Securities Litigation* ($27 million against foreign defendants). Having extensive appellate experience, Mr. Grzandziel has also successfully secured important new precedent for the protection of investors in cases such as *FindWhat Investor Group v. FindWhat.com.*

Mr. Grzandziel earned his Bachelor of Arts from Wake Forest University, where he graduated with Honors in 2005. In 2008, he received his Juris Doctor from the University of Miami School of Law while being Executive Editor of the University of Miami Business Law Review. His article, "A New Argument for Fair Use Under the Digital Millennium Copyright Act," was published in the Spring/Summer 2008 issue. During his recent legal career, Mr. Grzandziel has been recognized as a Super Lawyer "Rising Star" for 2017 through 2019.

NICHOLAS MIRANDA

Nicholas Miranda is a partner at Levin Law, where he represents individuals and institutional clients in complex class actions and arbitrations against large corporations. His practice focuses on cybersecurity, consumer and investment fraud, cryptocurrency matters, and data privacy violations. He also opened the firm's Washington, D.C. office.

Mr. Miranda is an accomplished first chair trial litigator with extensive government experience. Before joining Levin Law, he served for more than a decade as a Senior Assistant United States Attorney at the United States Attorney's Office for the District of Columbia. During his tenure, he tried more than 40 cases as sole or lead counsel and represented the United States in nearly 1,000 additional matters. He conducted numerous cross jurisdictional, inter agency, and international investigations, and worked on some of the Office's most sensitive and complex cybercrime, fraud, money laundering, and conspiracy cases. He also handled internal investigations and briefed and argued cases on appeal. His work earned multiple awards, including the Association of Assistant United States Attorneys Jack Evans and Vincent Caputy Award for Service in the Public Interest. He additionally served as Division Chief of the Victim Witness Division, where he helped support thousands of victims each year.

In addition to his service at the U.S. Attorney's Office, Mr. Miranda served on detail at the White House Counsel's Office and worked as an attorney in the Supreme Court and Appellate practice group at Morrison and Foerster LLP.

Mr. Miranda earned his Bachelor of Arts with honors from Yale University and his Juris Doctor from Yale Law School, where he served as Senior Editor of the Yale Law Journal and Chair of the Latino Law Students Association. Following law school, he clerked for the Honorable Stanley Marcus on the United States Court of Appeals for the Eleventh Circuit.

JACOB POLIN

Jacob Polin is a partner at Levin Law whose practice consists of representing institutions, individuals, family offices, and other aggrieved investors and consumers in class actions and litigation related to consumer protection, cryptocurrency matters, investment fraud, banking issues, cybersecurity, and data privacy. Over the course of his career he has recovered hundreds of millions of dollars for his clients. Mr. Polin substantial experience pursuing class and mass actions against Fortune 500 companies on behalf of groups of consumers, small businesses, public entities, and Native American tribes. This includes a trial victory in opioid litigation with his former colleagues at Lieff Cabraser Heimann & Bernstein, LLP where they obtained a $230 million recovery for the People of San Francisco and won the Daily Journal's "California Lawyers of the Year" award in 2023. In another case brought on behalf of victims of the 2015 Refugio Oil Spill in Santa Barbara, they obtained a $200 million settlement from a large publicly-traded oil company shortly before trial. He also litigated similar cases against other large technology, financial, insurance, oil, and chemical companies.

Prior to his work at Levin Law, P.A. Mr. Polin spent a year at Sher Edling, LLP pursuing climate deception cases against major oil companies on behalf of public entities. He also spent four years at Lieff Cabraser Heimann & Bernstein, LLP, where he pursued consumer fraud, public nuisance, breach of contract, and e-privacy cases against oil, pharmaceutical, technology, and insurance companies on behalf of classes of individuals/small businesses, the People of California, and indigenous tribes. Prior to LCHB, Mr. Polin worked as a litigator at Quinn Emanuel Urquhart and Sullivan, LLP. And while in law school, Mr. Polin was an intern in the Illinois Attorney General's Office, Consumer Fraud Bureau.

Mr. Polin earned his Bachelor of Arts from University of California at Berkeley and his Juris Doctor with Honors in 2016 from Northwestern University School of Law.

KELLY BRENNAN NEEDLEMAN

Ms. Brennan Needleman is senior counsel at Levin Law, P.A. and focuses her efforts on the investigation, development, and prosecution of consumer protection, cryptocurrency, data privacy, banking, securities, investment fraud, and other consumer and public-oriented litigation. With nearly two decades of experience in complex litigation, regulatory compliance, consumer protection, and employment law within the financial services, banking, securities, and hedge fund sectors, Kelly is a formidable advocate. Among her other experience, she previously served as General Counsel and Executive Vice President at Sterne Agee, where she managed legal strategy for a financial services firm with $26 billion in assets and oversaw multiple investigations related to state, federal and internal inquiries. An AV-rated attorney by Martindale-Hubbell, Kelly has also held a Certified Anti-Money Laundering Specialist (CAMS) certificate. Kelly is a critical asset in protecting consumers against financial fraud, securities violations, and unfair practices, while also providing expert counsel on employment matters in these industries.

Kelly has successfully represented clients as first chair counsel in federal and state courts, arbitrations, and regulatory proceedings before the SEC, FINRA, and the Federal Reserve, consistently fighting for consumer rights and corporate accountability in cases involving securities fraud, investment disputes, and employment violations.

Education: Juris Doctor, Tulane Law School, New Orleans, Louisiana, May 2001 (Honors, Trial Advocacy, Fall 2000; Coach, Tulane Moot Court National Trial Team, Spring 2001; Associate Executive Editor, Tulane International & Comparative Law Journal, 2000-2001); Bachelor of Arts, History, Hofstra University, Hempstead, New York, December 1995 (Partial Scholarship, Provost's List, Phi Alpha Theta National History Honor Society).

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