

**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. The Released Claims do not include claims for damages or other monetary relief, 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 Lief 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 Lief 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:

 03/30/2020
03/30/2020 (Mar 30, 2020 18:10:55 PDT)

03/30/20

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

Yadira Yazmin Hernandez
*Plaintiff and Settlement Class
Representative*

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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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:


03/30/26 | 10:20 AM PDT

Yadira Yazmin Hernandez
*Plaintiff and Settlement Class
Representative*

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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Agreed to by:

Connie Howard
*Plaintiff and Settlement Class
Representative*

Date

 4/2/2026

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

Date

Yadira Yazmin Hernandez
*Plaintiff and Settlement Class
Representative*

Date

Adam A. Cooke
Counsel for Defendants

Date

Adam Cooke
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Agreed to by:

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

03/26/20

Deborah Reynolds
*Plaintiff and Settlement Class
Representative*

Date

h c

03/31/2026

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

Date

Corri Hopkins
Counsel for Defendants

Date

Cristina Stam
Counsel for Defendants

Date

Matthew R. Wilson	Date
<i>Counsel for Plaintiffs and the Proposed Settlement Classes</i>	

Date

03/26/2026

Brian Levin	Date
<i>Counsel for Plaintiffs and the Proposed Settlement Classes</i>	

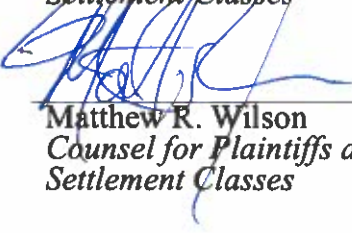
Date

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

 4/1/2026
Corri Hopkins Date
Counsel for Defendants

<i>Cristina C. Stam</i>	4/1/2026
Cristina Stam	Date
<i>Counsel for Defendants</i>	

Brian Levin	Date
<i>Counsel for Plaintiffs and the Proposed Settlement Classes</i>	