

**UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF FLORIDA**

CASE NO.: _____

GLORIA SANCHEZ, on behalf
of herself and all others similarly
situated,

Plaintiff,

CLASS ACTION COMPLAINT

v.

JURY TRIAL DEMANDED

QUEST DIAGNOSTICS
INCORPORATED, a Delaware
corporation,

Defendant.

_____ /

CLASS ACTION COMPLAINT

Plaintiff, Gloria Sanchez (hereinafter “Mrs. Sanchez”), brings the following claims, individually and on behalf of all others similarly situated, for violations of the Florida Consumer Collection Practices Act § 559.72 (“FCCPA”), Florida Deceptive and Unfair Trade Practices Act (“FDUTPA”), as well as causes of action for money had and received, and unjust enrichment against Defendant, Quest Diagnostics Incorporated (hereinafter “Quest”), in order to remedy illegal medical billing practices.

INTRODUCTION

Quest is the world’s leading provider of diagnostic medical testing with services ranging from routine blood testing to complex gene-based and molecular testing.¹ Each year, Quest provides medical services to one in three adults in the United States and in

¹ <http://www.questdiagnostics.com/home/about/products-services.html>

2015 it generated revenue of \$7.5 billion.² When Quest performs diagnostic medical testing on consumers who have a work related injury, it collects workers' compensation from employers and carriers in amounts set by statute. Quest then routinely sends collection letters directly to consumers and collects monies for the difference between what it normally charges for testing and the amount allowed under Florida's workers' compensation law. The Florida's workers' compensation statute does not allow Quest to bill consumers for this difference.

Quest blatantly disregards Florida law, despite notice from insurance carriers and consumers warning Quest of the unlawfulness of its actions. Quest is no stranger to unscrupulous billing practices and was previously sued for a practice known as "balance billing" in the Southern District of Florida.³ Through its illegal billing practices, Quest not only violates patient trust by sending collection letters for amounts not owed, but perhaps more importantly, creates yet another barrier for patients in need of medical care. Quest should be held accountable for its actions as it knowingly violates Florida law by demanding and collecting monies not permitted by law.

PARTIES

1. Plaintiff, Mrs. Sanchez, is a natural person who resides in Miami-Dade County, Florida and is otherwise *sui juris*.
2. Defendant, Quest, is a Delaware corporation with its principal place of business at 3 Giralda Farms, Madison, NJ 07940. Defendant maintains a registered agent

² <http://newsroom.questdiagnostics.com/index.php?s=30664>

³ See *Goldman v. Quest Diagnostics Incorporated*, Case No.: 9:05-cv-80743 (S.D. Fla.).

within the State of Florida and maintains offices and operations throughout the state, including in Miami-Dade County and the Southern District of Florida.

JURISDICTION AND VENUE

3. This Court has jurisdiction pursuant to 28 U.S.C. § 1332(d) and other applicable law, as the parties are sufficiently diverse and the amount in controversy exceeds \$5,000,000.00.

4. The Court also has supplemental jurisdiction under 28 U.S.C. § 1367.

5. This Court has personal jurisdiction because Quest conducts business in Florida and violates Florida law as described in this Complaint. *See Fla. Stat.* § 48.193(1)(a).

6. Venue is proper in this District under 28 U.S.C. § 1391(a), (b), and (c) because a substantial part of the events giving rise to these claims occurred in the Southern District of Florida; Defendants and/or their agents were doing business in Florida; and/or Defendants are otherwise subject to personal jurisdiction in this judicial district.

APPLICABLE LAW

I. FLORIDA CONSUMER COLLECTION PRACTICES ACT

7. Consumer protection statutes are remedial in nature and should be liberally construed in favor of the public. *See Samara Dev. Corp. v. Marlow*, 556 So. 2d 1097, 1100 (Fla. 1990).

8. The FCCPA's goal is to "provide the consumer with the most protection possible." *LeBlanc v. Unifund CCR Partners*, 601 F.3d 1185, 1192 (11th Cir. 2010) (citing *Fla. Stat.* § 559.552).

9. The FCCPA mandates that “no person” shall engage in certain practices in collecting consumer debt. *Fla. Stat.* § 559.72. This language includes all unlawful attempts at collecting consumer debts by creditors and debt collectors alike. *See Williams v. Streeps Music Co.*, 333 So. 2d 65, 67 (Fla. Dist. Ct. App. 1976).

10. Specifically, the FCCPA states that no person shall “claim, attempt, or threaten to enforce a debt when such person knows that the debt is not legitimate, or assert the existence of some other legal right when such person knows that the right does not exist.” § 559.72(9).

11. Moreover, the FCCPA prohibits the disclosure or furnishing of information to others that is harmful of a person’s reputation for credit worthiness (credit rating) when the creditor knows or should reasonably know the information is false. § 559.72(5).

12. The FCCPA creates a private right of action under § 559.77.

13. The FCCPA defines “consumer” as “any natural person obligated or allegedly obligated to pay any debt.” § 559.55(8) (emphasis added).

14. The FCCPA defines “debt” as “any obligation or alleged obligation of a consumer to pay money arising out of a transaction in which the money, property, insurance, or services which are the subject of the transaction are primarily for personal, family, or household purposes, whether or not such obligation has been reduced to judgment.” *Id.* § 559.55(6) (emphasis added).

15. The FCCPA will be read in conjunction with other sections of the Florida statutory code to determine the legal status of a debt, and whether an attempt to collect the debt is a violation. *See Kaplan v. Assetcare, Inc.*, 88 F. Supp. 2d 1355, 1362-63 (S.D. Fla. 2000).

II. FLORIDA DECEPTIVE AND UNFAIR TRADE PRACTICES ACT

16. FDUTPA is “construed liberally to promote” the protection of consumers and businesses from “[u]nfair methods of competition, unconscionable acts or practices, and unfair or deceptive acts or practices in the conduct of any trade or commerce” and such practices are unlawful. *Fla. Stat.* §§ 501.202; 501.204.

17. FDUTPA creates a private right of action for FDUTPA violations. § 501.211. Remedies include injunctive relief, compensatory damages and attorney’s fees.

18. Under the Act, “trade or commerce” includes the conduct of any trade or commerce, however denominated. § 501.203(8).

19. FDUTPA defines “consumer” broadly as an individual, entity, or any group or combination. *Id.* § 501.203(7).

20. Where there is a violation of a statute prohibiting unfair or deceptive acts, a *per se* violation of FDUTPA has also occurred. *See Fla. Stat.* § 501.203(3) (stating a violation of any law proscribing unfair methods of competition, or unfair, deceptive, or unconscionable acts is also a violation the FDUTPA); *Blair v. Wachovia Mortg. Corp.*, No. 11–cv–566, 2012 WL 868878, at *3 (M.D. Fla. Mar. 14, 2012) (“[A] *per se* violation of FDUTPA stems from the transgression of any law, statute, rule, regulation, or ordinance which proscribes unfair methods of competition or unfair, deceptive, or unconscionable acts or practices.”)

21. The FCCPA is modeled upon and works in concert with its counterpart, the federal Fair Debt Collection Practices Act, which is enforced by the Federal Trade Commission. Violations of FDUTPA also include violations of “any rules promulgated pursuant to the Federal Trade Commission Act The standards of unfairness and

deception set forth and interpreted by the Federal Trade Commission or the federal courts; or Any law, statute, rule, regulation, or ordinance which proscribes unfair methods of competition, or unfair, deceptive, or unconscionable acts or practices. § 501.203(3).

III. WORKERS' COMPENSATION

22. The Florida legislature enacted its workers' compensation law "to assure the quick and efficient delivery of disability and medical benefits to an injured worker . . . at a reasonable cost to the employer." *Fla. Stat.* § 440.015.

23. In order to achieve this objective, the statute "makes the employer and insurance carrier legally responsible for paying medical bills, while the employee is insulated from liability." *Sun Bank/S. Florida, N.A. v. Baker*, 632 So. 2d 669, 671 (Fla. Dist. Ct. App. 1994).

24. Thus, "[a] health care provider may not collect or receive a fee from an injured employee within this state." *Fla. Stat.* § 440.13(13); *see also Fla. Stat.* § 440.13(3)(g) ("The employee is not liable for payment for medical treatment or services provided pursuant to this section."); Staff of Fla. S. Comm. on Commerce, PCS/SB 821, Staff Analysis 2 (April 24, 1987) ("[T]he injured employee is not responsible for paying for authorized medical treatment and services.")

25. Consumer debt collection efforts to the contrary are forbidden by law.

26. Upon information and belief, Defendant has been put on prior notice many times of the impropriety of its actions in attempting to collect on medical bills covered by a state's workers' compensation plan. Therefore, Defendant's actions can be characterized as willful, intentional, and knowing and intending to deceive Plaintiff and members of the

Classes. At the least, Defendant has acted with reckless disregard for reasonable conduct and the law.

27. All conditions precedent to the bringing of this lawsuit have been satisfied, mooted, and/or waived.

FACTUAL ALLEGATIONS

28. On or about August 4, 2015, Mrs. Sanchez suffered injuries to her left shoulder, arm and wrist while working at Kenco Quilting & Textile, Inc.

29. On or about October 29, 2015 Mrs. Sanchez visited one of Quest's medical facilities where she received laboratory testing related to injuries to her person.

30. At the time Mrs. Sanchez received the aforementioned laboratory testing, a transaction occurred resulting in her being personally obligated to pay for the medical services provided by Quest. *See Oppenheim v. I.C. Systems, Inc.*, 627 F. 3d 833 (11th Cir. 2010); *see also Adams v. Law Offices of Stuckert & Yates*, 926 F. Supp. 521 (E.D. Pa. 1996).

31. On or about October 30, 2015, Mrs. Sanchez underwent surgery to repair damage done to her left shoulder from the injuries she sustained.

32. Shortly thereafter, Mrs. Sanchez hired counsel to represent her and a petition for workers' compensation benefits was filed with the State of Florida on July 4, 2016.

33. On or before July 13, 2016, Kenco Quilting & Textile, Inc.'s workers' compensation carrier, Summit Consulting, Inc., accepted Mrs. Sanchez's injuries as compensable under Florida's workers' compensation system, rendering the workers' compensation carrier the sole entity responsible for payment of all related medical treatment. *See Fla. Stat.* § 440.13(3)(g); *Fla. Stat.* § 440.13(13).

34. Summit Consulting, Inc. is a leading provider of workers' compensation services in the Southeastern United States and handles matters *exclusively* within that realm.⁴

35. On or about September 23, 2016 Quest sent a collection letter directly to Mrs. Sanchez demanding payment of the remaining balance after workers' compensation paid for the related medical care. (Exhibit 'A').

36. The September 23, 2016 collection letter indicates that Quest filed an insurance claim with Summit Consulting, Inc.; therefore, Quest was aware and on notice that the medical services it provided to Mrs. Sanchez were covered by the workers' compensation carrier.

37. The September 23, 2016 collection letter also lists Gloria Sanchez as the "Responsible Party" and states: "The amount due is your financial responsibility..." indicating that Quest was holding Mrs. Sanchez personally responsible for the alleged consumer debt.

38. On or about October 18, 2016, Mrs. Sanchez called Quest and spoke to a representative named "Ricky" about the collection letter she received and explained that the laboratory testing was related to her workers' compensation claim and that she did not believe that she owed any monies to Quest.

39. On the same day that Ms. Sanchez spoke with a representative from Quest, she called Summit Consulting, Inc. and explained that Quest sent her a collection letter demanding payment for related laboratory testing.

⁴ <https://www.summitholdings.com/wc/PageReader/aboutsummit/ourcompanies.html>

40. Mrs. Sanchez believes and therefore avers, that Summit Consulting, Inc. subsequently notified Quest that Mrs. Sanchez was not liable for the monies demanded in the collection letters.

41. While on notice of its violation of the workers' compensation law, Quest continued to send collection letters directly to Mrs. Sanchez demanding payment of the remaining balance after receiving payment from the workers' compensation carrier.

42. The collection letters sent to Mrs. Sanchez by Quest, include but are not limited to, a November 4, 2016 demand for \$141.59 and a December 9, 2016 demand for \$141.59. (Composite Exhibit 'B').

43. The November 4, 2016 collection letter lists Gloria Sanchez as the "Responsible Party" and further states: "The amount due is your financial responsibility..." again indicating that Quest was holding Mrs. Sanchez personally responsible for the alleged consumer debt.

44. The December 9, 2016 collection letter entitled "THIRD NOTICE" is noticeably threatening and states: "Two prior requests for payment have been made and according to our records, payment has not been received. At this point the invoice is over 60 days past due. To prevent further collection efforts, please remit payment for the amount due immediately. Please do not ignore this notice." The letter goes on to state: "Quest Diagnostics reserves the right to assign this receivable to any of its affiliates." The letter also lists Gloria Sanchez as the "Responsible Party."

45. The collection letters were sent to Mrs. Sanchez after Quest was aware and on notice that the medical testing was related to a workers' compensation claim, had already been paid by the workers' compensation carrier, and had been informed by Mrs.

Sanchez that the medical testing was related to a workers' compensation claim, thus, it was unlawful for Quest to bill her. Accordingly, Quest has knowingly demanded payment proscribed by law.

46. After receiving the aforementioned collection letters from Quest, Mrs. Sanchez became increasingly concerned that a negative entry would be placed on her credit report with regard to the alleged consumer debt.

47. Quest regularly sends accounts to collections and has negative trade-lines placed on consumer credit reports with regard to accounts it deems delinquent.⁵

48. On or about December 12, 2016, Mrs. Sanchez, concerned for her credit rating, sent a check to Quest with an accompanying letter stating that she did not believe she was responsible for the alleged consumer debt, but she was making an involuntary payment in order to protect her credit score. (Composite Exhibit 'C').

49. On or about December 23, 2016 Quest accepted the aforementioned payment despite being put on notice again that the amount demanded in the collection letters was related to a workers' compensation claim and not legitimate, thereby ratifying the illegal consumer collection activity.

50. On or about December 23, 2016 a cure letter was sent to Quest by the undersigned's office explaining why Mrs. Sanchez sent the involuntary payment and requesting that she receive a refund of all monies paid. (Composite Exhibit 'D').

⁵ <http://www.ripoffreport.com/r/CCS-Credit-Collections-Services/Newton-Massachusetts-02459/CCS-Credit-Collections-Services-scam-debt-collection-Newton-Massachusetts-281458>

CLASS ALLEGATIONS

51. Mrs. Sanchez asserts these class claims against Quest, and thus asserts a class pursuant to Rules 23(a), (b)(1), (b)(2), (b)(3) and/or 23(c)(4) of the Federal Rules of Civil Procedure, on behalf of herself and those similarly situated. Mrs. Sanchez defines two Florida classes as follows, subject to modification after discovery and case development:

Class I

All individuals who received laboratory testing services from Quest in Florida, where such services were compensable under Florida's workers' compensation laws, and where Quest or its agents billed and attempted to collect monies for those services from these individuals.

Class II

All individuals who received laboratory testing services from Quest in Florida, where such services were compensable under Florida's workers' compensation laws, and where Quest or its agents billed and did collect monies for those services from these individuals.

52. The members of the Classes are all identifiable through Quest's records and payment databases.

53. Excluded from the Classes are Quest; any entities in which it has a controlling interest; its agents and employees; and any Judge to whom this action is assigned and any member of such Judge's staff and immediate family.

54. Mrs. Sanchez proposes that she serve as class representative for the classes as she and the members of the Classes have all been harmed by the actions of Quest.

55. Upon information and belief, members of the Classes are so numerous and geographically diverse that joinder of all of them is impracticable. Mrs. Sanchez believes and therefore avers, that Quest has improperly charged, attempted to collect, and collected monies from thousands of consumers throughout Florida during the relevant time period and/or any applicable limitations period.

56. There are numerous common questions of law and fact that predominate over any questions affecting only individual members of the Classes. These common questions of law and fact include, but are not limited to, the following:

- a. Whether Quest claimed, attempted, or threatened to enforce a debt when Quest knew the debt was not legitimate, or asserted the existence of some other legal right when Quest knew that the right did not exist;
- b. Whether Quest's conduct constitutes a violation of the FCCPA;
- c. Whether Quest's conduct constitutes a violation of FDUPTA;
- d. Whether Mrs. Sanchez and members of the Classes are entitled to statutory, actual, compensatory and punitive damages as a result of Quest's actions;
- e. Whether Quest is liable to Mrs. Sanchez and members of the Classes for unjust enrichment;
- f. Whether Quest is liable to Mrs. Sanchez and members of the Classes for money had and received;
- g. Whether Mrs. Sanchez and members of the Classes are entitled to attorney's fees and costs; and
- h. Whether Quest should be enjoined from engaging in such conduct in the future.

57. Mrs. Sanchez's claims are typical of the claims of the other members of the Classes, and Mrs. Sanchez has no interests that are adverse or antagonistic to the interests of the other members of the Class.

58. Mrs. Sanchez is an adequate representative of the Classes and, together with her legal counsel, will fairly and adequately protect the interests of Classes Members. Mrs.

Sanchez has no known conflict with members of the Classes and is committed to the vigorous prosecution of this action.

59. The undersigned counsel are competent counsel experienced in class action litigation, mass torts, and complex litigation involving misconduct towards consumers in the collection of unlawful fees and charges. Counsel will fairly and adequately protect the interests of the Classes.

60. Common questions of law and fact predominate over questions affecting only individual class members, and a class action is the superior method for fair and efficient adjudication of this controversy.

61. The likelihood that individual members of the Classes will prosecute separate actions is remote due to the time and expense necessary to conduct such litigation.

COUNT I
VIOLATIONS OF THE FLORIDA CONSUMER COLLECTION
PRACTICES ACT § 559.72(9)
(As to Class I and Class II)

62. Plaintiff hereby incorporates by reference the preceding paragraphs as if set forth fully herein.

63. Mrs. Sanchez and members of the Classes are “consumers” as defined by *Fla. Stat.* § 559.55(8) because they are natural persons allegedly obligated to pay a debt for medical treatment and services.

64. Quest is a “person” as provided for in the FCCPA. *See Williams v. Streeps Music Co.*, 333 So. 2d 65, 67 (Fla. Dist. Ct. App. 1976).

65. The alleged “debts” that are the subject of the instant action arise out of a transaction in which the services provided were primarily for personal, family, or

household purposes, and were to be solely covered by a Workers' Compensation plan. Specifically, Mrs. Sanchez and members of the Classes engaged Quest for laboratory testing and Quest held Mrs. Sanchez and members of the Classes personally responsible for the resulting alleged consumer debt when Mrs. Sanchez and members of the Classes had no personal responsibility for the medical bills.

66. Quest claimed, attempted and threatened to enforce consumer debts that Quest knew were not legitimate by repeatedly sending collection letters to Mrs. Sanchez and members of the Classes for medical treatment, despite being aware and on notice that the debt was illegitimate, in violation of Florida Statute § 559.72(9).

67. Quest and/or its agents threatened to or did furnish false information that was injurious to the credit reputation/rating of Mrs. Sanchez and members of the Classes.

68. As a result of Quest's violations of the FCCPA, Mrs. Sanchez and members of the Classes suffered substantial damages and distress, including but not limited to, actual and financial damage incurred from Quest's illegal billing practices.

69. Plaintiff and members of the Classes have suffered damages as a result of Defendant's violation of FCCPA and are entitled to actual, statutory and punitive damages, as well as attorney's fees and costs, and injunctive relief.

COUNT II
VIOLATION OF FLORIDA DECEPTIVE AND UNFAIR TRADE
PRACTICES ACT § 501.201, *et seq.*
(As to Class I and Class II)

70. Plaintiff hereby incorporates by reference the preceding paragraphs as if set forth fully herein.

71. This is a claim for relief under *Florida Statutes* § 501.201, *et seq.*, the Florida Deceptive and Unfair Trade Practices Act (“FDUTPA”).

72. Plaintiff and members of the Classes are “consumers” as defined by *Fla. Stat.* § 501.203(7).

73. Defendant engaged in “trade or commerce” as defined by § 501.203(8) when it provided medical services to Plaintiff and members of the Classes.

74. Defendant violated § 559.72(9) of the FCCPA when it attempted to collect debt not permitted by law associated with medical services pursuant to Florida’s Workers’ Compensation scheme.

75. A violation of § 559.72(9) of the FCCPA is a *per se* violation of FDUTPA under § 501.203(3).

76. In addition to the above-referenced *per se* FDUTPA violations, Defendant also generally violated FDUTPA under § 501.204(1) when it engaged in unfair and deceptive practices in trade or commerce by taking advantage of consumer’s covered by workers’ compensation laws in claiming and collecting debts for amounts not owed.

77. The Defendant’s acts and omissions as well as their failure to use reasonable care in this matter as alleged in this complaint, including but not limited to, the knowing misrepresentation of monies due — when they were not in fact due — constitutes violations of the provisions of FDUTPA.

78. The Defendant’s material unconscionable, unfair, and deceptive acts and practices set forth in this Complaint are likely and reasonably foreseeable to mislead

Plaintiff and members of the Classes acting reasonably in their reliance on Defendant's acts and practices, and to their detriment.

79. As a result of Defendant's FDUTPA violations, Plaintiff and members of the Classes suffered substantial damage, including but not limited to financial damage incurred from Defendant's unlawful billing practices.

80. Plaintiff and members of the Classes have suffered damages as a result of Defendant's violation of FDUTPA and are entitled to the relief prescribed by FDUTPA including actual and compensatory damages, attorney's fees and costs, and injunctive relief.

COUNT III
UNJUST ENRICHMENT
(As to Class II)

81. Plaintiff hereby incorporates by reference the preceding paragraphs as if set forth fully herein.

82. Mrs. Sanchez and members of the Class II conferred a benefit upon Quest, to wit: payment of an unlawful debt for medical services and treatment relating to a workers' compensation claim.

83. Quest had knowledge of the benefit, in that Quest itself collected the unlawful debt and knew or should have known the debt was not due.

84. Quest accepted and wrongfully retained the benefit conferred, *i.e.*, the unlawful debt, therefore Quest and been enriched at the expense of Mrs. Sanchez and all members of the Class.

85. The circumstances are such that it would be inequitable for Quest to retain the benefit of the unlawful debt without paying fair value for it, as billing for medical

services and treatment related to workers' compensation claims is prohibited in Florida under *Fla. Stat.* § 440.13(13) and *Fla. Stat.* § 440.13(3)(g).

86. Plaintiff and members of the Class have suffered damages as a result of Defendant's wrongful conduct and the circumstances are such that in equity and good conscience restitution should be made.

COUNT IV
MONEY HAD AND RECEIVED
(As to Class II)

87. Plaintiff hereby incorporates by reference the preceding paragraphs as if set forth fully herein.

88. As a result of the conduct alleged herein, Quest has received payment from Mrs. Sanchez and members of Class II to which it was not lawfully entitled.

89. Quest received this money as a result of unlawful collection letters and billing sent to consumers relating to workers' compensation claims.

90. The circumstances are such that Quest should, in all fairness, be required to return the monies collected from Mrs. Sanchez and members of the Class, as billing for medical services and treatment related to workers' compensation claims is prohibited in Florida under *Fla. Stat.* § 440.13(13) and *Fla. Stat.* § 440.13(3)(g).

JURY DEMAND

91. Plaintiff, individually and on behalf of the Classes, hereby demands a trial by jury as to all issues so triable as a matter of right.

RELIEF REQUESTED

WHEREFORE, Mrs. Sanchez, on behalf of herself and members of the Classes, respectfully requests that this Court find in favor of Plaintiff and members of the Classes and enter appropriate orders and judgments against Quest for all of the following:

- a. An order certifying this is as a class action;
- b. An order certifying each of the Classes;
- c. An order appointing Plaintiff as the Class Representative of the Classes;
- d. An order appointing undersigned counsel and their firms as counsel for the Classes;
- e. An order that Quest and its agents, or anyone acting on its behalf, are immediately restrained from altering, deleting or destroying any documents or records that could be used to identify members of the Classes;
- f. An award for all statutory, actual, and compensatory damages as allowed by law;
- g. An award for punitive damages as allowed by law;
- h. An award for the return of all monies wrongfully paid to Quest, including interest, and forgiveness of all amounts not owed;
- i. An award of all costs and attorney's fees pursuant to applicable law;
- j. An award of pre and post-judgment interest as allowed by law;
- k. A judgment permanently enjoining Quest from charging, collecting, enforcing and/or attempting to enforce debts in violation of the FCCPA, FDUTPA, and/or Florida's Workers' Compensation laws;

- l. A judgment permanently enjoining Quest from reporting or furnishing, or causing others to report or furnish, any negative information to credit reporting agencies related to non-payment of debts resulting from workers' compensation claims.
- m. A judgment awarding any other injunctive relief necessary to ensure Quest's compliance with applicable law; and
- n. Such other and further relief as the Court may deem just and proper.

Respectfully Submitted,

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Exhibit 'A'



Quest Diagnostics

Do not use address below:

Case 1:17-cv-02362-KMW Document 1 Entered on FLSD Docket 01/20/2017
P.O. Box 7306
Hollister, MO 65673-7306

Lab Invoice

Page 1 of 1

For copy not included in your physician's bill

AT 01 051106 11101B172 A**3DGT



MIA 97508428 0002670 4132662236 R
GLORIA SANCHEZ

Invoice Date:	Amount Due:	Due Date:
Sep. 23, 2016	\$141.59	Oct. 14, 2016

Invoice Number: 2236
Lab Code: MIA

Patient Name: GLORIA SANCHEZ
Responsible Party: GLORIA SANCHEZ
Date of Service: October 29, 2015

Lab Results and Diagnosis Questions Must Be Answered By Your Physician.

Customer Service

LOG ON NOW at www.QuestDiagnostics.com/bill to conveniently pay your invoice, provide updated insurance information, or take a patient survey.

Phone: 1-800-488-8890

MON-TH 8:00AM-5:30PM; FRI 09:00 AM - 04:30 PM EST
Se Habla Espanol!

Laboratory Tests Were Requested By:

Referring Physician:
Physician Address:

Most Recent Insurance Claim Filed To:

Insurance Name: SUMMIT/ALIGN NT
Insurance ID: 078704
Group Number: 080415

Please have your invoice available for reference.

This invoice is for laboratory tests performed at the request of the referring physician. These charges are separate from the physician's fees. Both your primary and secondary insurances have been billed. The amount due is your financial responsibility. Prompt payment is appreciated. Thank you for using Quest Diagnostics.

Date	CPT Code *	Test Description	Charge	Insurance Discount	Insurance Paid	Medicare/Medicaid Paid	Patient Paid	Patient Owes
	85730		\$49.75					
	81015		\$24.71					
	85025		\$40.56					
	81003		\$21.05					
	85610		\$35.69					
	80053		\$62.58					
07/13/16		PAID BY INSURANCE						
07/14/16		ADJUSTMENT						
				(\$47.75)				
			\$234.34	(\$47.75)	(\$45.00)	\$0.00	\$0.00	\$141.59

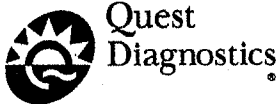
Tax ID: 38-2084239 ICD Codes: Z01.818

Services Performed by: QUEST DIAGNOSTICS MIAMI MIRAMAR, FL

* The CPT codes provided are for information purposes only, and are based on AMA guidelines without regard to specific payer requirements

St. Ricky 10/18/16

Please fold and tear along perforation and remit with payment in the envelope provided.



Lab Code: MIA

Amount Due: \$141.59

Due Date: Oct. 14, 2016 Invoice Number: 2236

Patient Name: GLORIA SANCHEZ

Amount Enclosed: \$

If you received an explanation of benefits showing your responsibility is less than the amount shown on this bill, please pay the lesser amount. To fully resolve your invoice, please provide a copy of your explanation of benefits.

LOG ON NOW. Pay your bill online securely at
WWW.QUESTDIAGNOSTICS.COM/BILLING

or call 1-800-488-8890.

QUEST DIAGNOSTICS also accepts:



Please make checks payable to QUEST DIAGNOSTICS.
Be sure to include invoice number on your check.

Check here if address has changed.
Please provide your new address information on the back.
Quest Diagnostics reserves the right to assign this receivable to any of its affiliates.

MAIL PAYMENTS ONLY TO:

QUEST DIAGNOSTICS
P.O. BOX 740781
CINCINNATI, OH 45274-0781



01MIA51014132662236000141590092313311910135890000001

Composite Exhibit 'B'



Quest Diagnostics
 P.O. Box 7308
 Hollister, MO 65673-7308

Laboratory Invoice

For services not included in your physician's bill

AT 01 069880 46018B231 A**3DGT
 MIA 97508428 0002670 4132662236 1
 GLORIA SANCHEZ

Invoice Date:	Amount Due:	Due Date:
Nov. 04, 2016	\$141.59	Nov. 25, 2016

Invoice Number: 2236
 Lab Code: MIA

Patient Name: GLORIA SANCHEZ
 Responsible Party: GLORIA SANCHEZ
 Date of Service: October 29, 2015

Lab Results and Diagnosis Questions Must Be Answered By Your Physician.

Laboratory Tests Were Requested By:

Referring Physician:
 Physician Address:

Most Recent Insurance Claim Filed To:

Insurance Name: SUMMIT/ALIGN NT
 Insurance ID: 078704
 Group Number: 080415

Please have your invoice available for reference.

This invoice is for laboratory tests performed at the request of the referring physician. These charges are separate from the physician's fees. Both your primary and secondary insurances have been billed. The amount due is your financial responsibility. Prompt payment is appreciated. Thank you for using Quest Diagnostics.

Date	CPT Code *	Test Description	Charge	Insurance Discount	Insurance Paid	Medicare/Medicaid Paid	Patient Paid	Patient Owes
	85730		\$49.75					
	81015		\$24.71					
	85025		\$40.56					
	81003		\$21.05					
	85610		\$35.89					
	80053		\$62.58					
07/14/16		ADJUSTMENT		(\$47.75)				
07/13/16		PAID BY INSURANCE 003			(\$45.00)			
Tax ID: 38-2084239 ICD Codes: Z01.818			\$234.34	(\$47.75)	(\$45.00)	\$0.00	\$0.00	\$141.59

Services Performed by: QUEST DIAGNOSTICS MIAMI MIRAMAR, FL

* The CPT codes provided are for information purposes only, and are based on AMA guidelines without regard to specific payer requirements

▲ Please fold and tear along perforation and remit with payment in the envelope provided. ▲



Quest Diagnostics

LOG ON NOW. Pay your bill online securely at
WWW.QUESTDIAGNOSTICS.COM/BILLING
 or call 1-800-488-8890.
 QUEST DIAGNOSTICS also accepts:



Please make checks payable to QUEST DIAGNOSTICS.
 Be sure to include invoice number on your check.

Check here if address has changed.
 Please provide your new address information on the back.
 Quest Diagnostics reserves the right to assign this receivable to any of its affiliates.

Lab Code: MIA

Amount Due: \$141.59

Due Date: Nov. 25, 2016 Invoice Number: 2236

Patient Name: GLORIA SANCHEZ

Amount Enclosed: \$

If you received an explanation of benefits showing your responsibility is less than the amount shown on this bill, please pay the lesser amount. To fully resolve your invoice, please provide a copy of your explanation of benefits.

MAIL PAYMENTS ONLY TO:

QUEST DIAGNOSTICS
 P.O. BOX 740781
 CINCINNATI, OH 45274-0781



01MIA51014132662236000141590110423311910135890000008



QUEST DIAGNOSTICS
10000 W. WINDYBROOK DRIVE
MILWAUKEE, WI 53224
TEL: 414.344.5000
WWW.QUESTDIAGNOSTICS.COM

Analysis Date	Amount Due	Print Status
01/19/2017	\$14.50	Printed
Patient Name: [REDACTED] Account No: [REDACTED] Address: [REDACTED] City: [REDACTED] State: [REDACTED] Zip: [REDACTED]		

THIRD NOTICE

THIRD NOTICE

This notice is being sent to you as a result of the account with Quest Diagnostics, Inc. (Quest) being delinquent. You have been notified by mail and by phone that you owe Quest for services rendered. You have not paid the amount due. If you do not pay the amount due, Quest will report this delinquency to the credit bureaus.

QUEST DIAGNOSTICS, INC.
10000 W. WINDYBROOK DRIVE
MILWAUKEE, WI 53224
TEL: 414.344.5000
WWW.QUESTDIAGNOSTICS.COM

QUEST DIAGNOSTICS, INC.
10000 W. WINDYBROOK DRIVE
MILWAUKEE, WI 53224
TEL: 414.344.5000
WWW.QUESTDIAGNOSTICS.COM



QUEST DIAGNOSTICS
10000 W. WINDYBROOK DRIVE
MILWAUKEE, WI 53224
TEL: 414.344.5000
WWW.QUESTDIAGNOSTICS.COM

Amount Due	\$14.50
Invoice Number	2238

Amount Estimated	\$
------------------	----



Please pay this amount to QUEST DIAGNOSTICS
QUEST DIAGNOSTICS, INC.
10000 W. WINDYBROOK DRIVE
MILWAUKEE, WI 53224
TEL: 414.344.5000
WWW.QUESTDIAGNOSTICS.COM

MAIL PAYMENTS ONLY TO:
QUEST DIAGNOSTICS
10000 W. WINDYBROOK DRIVE
MILWAUKEE, WI 53224



QUEST DIAGNOSTICS, INC. 10000 W. WINDYBROOK DRIVE MILWAUKEE, WI 53224 TEL: 414.344.5000 WWW.QUESTDIAGNOSTICS.COM

Composite Exhibit 'C'

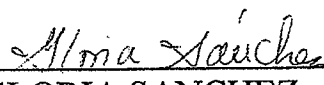
Date: December 7, 2016

Quest Diagnostics
P.O. Box 740781
Cincinnati, OH 45274-0781

RE: Gloria Sanchez


Invoice No.:  2236

Adjunto se encuentra un cheque por la cantidad de \$141.59 por el recibo que me mandaron. Yo no creo que debo este dinero pero para evitar un reporte negativo en mi credito les hago este pago.



GLORIA SANCHEZ

GLORIA A SANCHEZ



12/8/16

63-27/631 FL 988

Quest Diagnostic

\$ 141.59

- Ciento cuarenta y uno con 59/100



2236

Alma Audig



Composite Exhibit 'D'

BUCHWALD LEGG, PLLC
3837 HOLLYWOOD BLVD., STE. B
HOLLYWOOD, FL 33021
P: 954-962-2333

December 23, 2016

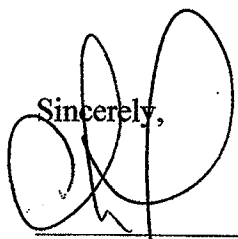
Via US Certified Mail – Return Receipt Requested

Quest Diagnostics
P.O. Box 740781
Cincinnati, OH 45274-0781

Re: Gloria Sanchez
[Redacted]
Invoice No.: [Redacted] 2236

To Whom It May Concern:

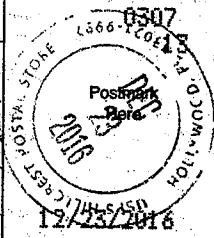
This office represents Gloria Sanchez. Ms. Sanchez was greatly concerned that not paying invoice number [Redacted] 2236 would result in a negative entry on her credit report. Thus, she paid the invoice via check accompanied by a dispute letter. Currently, we believe that she does not owe this money but we are looking into it further. We think that insurance should be responsible and a refund by you is in order. Please contact me within seven (7) days of the date of this letter to discuss this matter.


Sincerely,


Christopher W. Legg, Esq.

7016 2710 0000 0028 2362

U.S. Postal Service™	
CERTIFIED MAIL® RECEIPT	
Domestic Mail Only	
For delivery information, visit our website at www.usps.com ®	
OFFICIAL USE	
Certified Mail Fee	\$3.30
Extra Services & Fees (check box, add fee as appropriate)	
<input type="checkbox"/> Return Receipt (hardcopy)	\$2.70
<input type="checkbox"/> Return Receipt (electronic)	\$0.00
<input type="checkbox"/> Certified Mail Restricted Delivery	\$0.00
<input type="checkbox"/> Adult Signature Required	\$0.00
<input type="checkbox"/> Adult Signature Restricted Delivery	\$0.00
Postage	\$0.47
Total Postage and Fees	\$6.47
Sent To	Quest Diagnostics
Street and Apt. No., or PO Box No.	P.O. Box 740781
City, State, ZIP+4®	Cincinnati, OH 45274



SENDER: COMPLETE THIS SECTION	COMPLETE THIS SECTION ON DELIVERY
<ul style="list-style-type: none"> ■ Complete items 1, 2, and 3 ■ Print your name and address on the reverse so that we can return the card to you. ■ Attach this card to the back of the mailpiece, or on the front if space permits. 	<p>A. Signature</p> <p>X 5th 3rd MAIL OPS <input type="checkbox"/> Agent <input type="checkbox"/> Addressee</p> <p>B. Received by (Printed Name) C. Date of Delivery</p>
<p>1. Article Addressed to:</p> <p>Quest Diagnostics P.O. Box 740781 Chennai, OH 45274-0781</p>  <p>9590 9402 2370 6249 1708 09</p>	<p>D. Is delivery address different from item 1? <input type="checkbox"/> Yes <input type="checkbox"/> No If YES, enter delivery address below.</p> <p>DEC 27 2016</p>
<p>2. Article Number: (Transfer from service label)</p> <p>7016 2710 0001 0028 2362</p>	<p>3. Service Type</p> <ul style="list-style-type: none"> <input type="checkbox"/> Adult Signature <input type="checkbox"/> Adult Signature Restricted Delivery <input type="checkbox"/> Certified Mail® <input type="checkbox"/> Certified Mail Restricted Delivery <input type="checkbox"/> Collect on Delivery <input type="checkbox"/> Collect on Delivery Restricted Delivery <input type="checkbox"/> Registered Mail™ <input type="checkbox"/> Registered Mail Restricted Delivery <input type="checkbox"/> Return Receipt for Merchandise <input type="checkbox"/> Signature Confirmation™ <input type="checkbox"/> Signature Confirmation Restricted Delivery

ClassAction.org

This complaint is part of ClassAction.org's searchable class action lawsuit database and can be found in this post: [Quest Diagnostics Hit with Lawsuit Over Allegedly Illegal Billing Practices](#)
