UNITED STATES
SECURITIES AND EXCHANGE COMMISSION
WASHINGTON, D.C. 20549

FORM 10-Q

[X] QUARTERLY REPORT PURSUANT TO SECTION 13 OR 15(d)
OF THE SECURITIES EXCHANGE ACT OF 1934

For the quarterly period ended March 31, 2019
OR
[ ] TRANSITION REPORT PURSUANT TO SECTION 13 OR 15(d)
OF THE SECURITIES EXCHANGE ACT OF 1934

For the transition period from ______ to ______

Commission file number 1-11353

LABORATORY CORPORATION OF AMERICA HOLDINGS
(Exact name of registrant as specified in its charter)

Delaware	**13-3757370**
(State or other jurisdiction of incorporation or organization)	(I.R.S. Employer Identification No.)
358 South Main Street, Burlington, North Carolina	**27215**
(Address of principal executive offices)	(Zip Code)

(Registrant's telephone number, including area code) **336-229-1127**

Indicate by check mark whether the registrant (1) has filed all reports required to be filed by Section 13 or 15(d) of the Securities Exchange Act of 1934 during the preceding 12 months (or for such shorter period that the registrant was required to file such reports) and (2) has been subject to such filing requirements for the past 90 days. Yes [X] No [ ]

Indicate by check mark whether the registrant has submitted electronically every Interactive Data File required to be submitted pursuant to Rule 405 of Regulation S-T (paragraph 232.405 of this chapter) during the preceding 12 months (or for such shorter period that the registrant was required to submit such files). Yes [X] No [ ]

Indicate by check mark whether the registrant is a large accelerated filer, an accelerated filer, a non-accelerated filer, a smaller reporting company, or an emerging growth company. See the definitions of “large accelerated filer,” “accelerated filer,” “smaller reporting company”, and “emerging growth company” in Rule 12b-2 of the Exchange Act.

Large accelerated filer [X]	Accelerated filer [ ]
Non-accelerated filer [ ]	Smaller reporting company [ ]
	Emerging growth company [ ]

If emerging growth company, indicate by check mark if the registrant has elected not to use the extended transition period for complying with any new or revised financial accounting standards provided pursuant to Section 13(a) of the Exchange Act. [ ]
Indicate by check mark whether the registrant is a shell company (as defined in Rule 12b-2 of the Exchange Act). Yes [ ] No [X].
Securities registered pursuant to Section 12(b) of the Exchange Act.

Title of Each Class	**Trading Symbol**	**Name of exchange on which registered**
Common Stock, $0.10 par value	LH	New York Stock Exchange

The number of shares outstanding of the issuer's common stock is 98.5 million shares, net of treasury stock as of May 1, 2019.

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PART II. OTHER INFORMATION

PART I – FINANCIAL INFORMATION

Item 1. Financial Statements

LABORATORY CORPORATION OF AMERICA HOLDINGS AND SUBSIDIARIES
CONDENSED CONSOLIDATED BALANCE SHEETS
(in millions)
(unaudited)

	March 31, 2019	December 31, 2018
ASSETS		
Current assets:		
Cash and cash equivalents	$ 348.8	$ 426.8
Accounts receivable	1,563.0	1,467.9
Unbilled services	422.7	394.4
Supplies inventories	233.7	237.3
Prepaid expenses and other	317.1	309.0
Total current assets	2,885.3	2,835.4
Property, plant and equipment, net	2,457.9	1,740.3
Goodwill, net	7,385.9	7,360.3
Intangible assets, net	3,884.9	3,911.1
Joint venture partnerships and equity method investments	66.9	60.5
Deferred income tax assets	1.7	1.7
Other assets, net	288.2	276.0
Total assets	$ 16,970.8	$ 16,185.3
LIABILITIES AND SHAREHOLDERS' EQUITY		
Current liabilities:		
Accounts payable	$ 592.2	$ 634.6
Accrued expenses and other	797.3	870.0
Unearned revenue	364.6	356.4
Short-term operating lease liabilities	263.4	—
Short-term finance lease liabilities	7.7	7.9
Short-term borrowings and current portion of long-term debt	501.7	10.0
Total current liabilities	2,526.9	1,878.9
Long-term debt, less current portion	5,495.6	5,990.9
Operating lease liabilities	502.4	—
Financing lease liabilities	48.7	51.0
Deferred income taxes and other tax liabilities	959.1	940.0
Other liabilities	307.3	334.0
Total liabilities	9,840.0	9,194.8
Commitments and contingent liabilities		
Noncontrolling interest	19.5	19.1
Shareholders' equity:		
Common stock, 98.7 and 98.9 shares outstanding at March 31, 2019 and December 31, 2018, respectively	11.6	11.7
Additional paid-in capital	1,401.3	1,451.1
Retained earnings	7,265.4	7,079.8
Less common stock held in treasury	(1,127.5)	(1,108.1)
Accumulated other comprehensive loss	(439.5)	(463.1)
Total shareholders' equity	7,111.3	6,971.4
Total liabilities and shareholders' equity	$ 16,970.8	$ 16,185.3

The accompanying notes are an integral part of these unaudited condensed consolidated financial statements.

LABORATORY CORPORATION OF AMERICA HOLDINGS AND SUBSIDIARIES
CONDENSED CONSOLIDATED STATEMENTS OF OPERATIONS
(in millions, except per share data)
(unaudited)

	Three Months Ended March 31,	
	2019	**2018**
Revenues	$ 2,791.2	$ 2,848.3
Cost of revenues	2,001.5	2,069.3
Gross profit	789.7	779.0
Selling, general and administrative expenses	393.8	397.0
Amortization of intangibles and other assets	57.1	62.3
Restructuring and other special charges	20.6	14.3
Operating income	318.2	305.4
Other income (expenses):		
Interest expense	(56.7)	(63.5)
Equity method income, net	3.0	2.5
Investment income	0.6	0.6
Other, net	(10.4)	(3.5)
Earnings before income taxes	254.7	241.5
Provision for income taxes	68.8	69.0
Net earnings	185.9	172.5
Less: Net (earnings) loss attributable to the noncontrolling interest	(0.3)	0.7
Net earnings attributable to Laboratory Corporation of America Holdings	$ 185.6	$ 173.2
Basic earnings per common share	$ 1.88	$ 1.70
Diluted earnings per common share	$ 1.86	$ 1.67

The accompanying notes are an integral part of these unaudited condensed consolidated financial statements.

LABORATORY CORPORATION OF AMERICA HOLDINGS AND SUBSIDIARIES
CONDENSED CONSOLIDATED STATEMENTS OF COMPREHENSIVE EARNINGS
(in millions, except per share data)
(unaudited)

	Three Months Ended March 31,	
	2019	**2018**
Net earnings	$ 185.9	$ 172.5
Foreign currency translation adjustments	21.6	39.4
Net benefit plan adjustments	2.7	2.9
Other comprehensive earnings before tax	24.3	42.3
(Provision) benefit for income tax related to items of other comprehensive earnings	(0.7)	10.2
Other comprehensive earnings, net of tax	23.6	52.5
Comprehensive earnings	209.5	225.0
Less: Net (earnings) loss attributable to the noncontrolling interest	(0.3)	0.7
Comprehensive earnings attributable to Laboratory Corporation of America Holdings	$ 209.2	$ 225.7

The accompanying notes are an integral part of these unaudited condensed consolidated financial statements.

LABORATORY CORPORATION OF AMERICA HOLDINGS AND SUBSIDIARIES
CONDENSED CONSOLIDATED STATEMENTS OF CHANGES IN SHAREHOLDERS' EQUITY
(in millions)
(unaudited)

	Common Stock	Additional Paid-in Capital	Retained Earnings	Treasury Stock	Accumulated Other Comprehensive Loss	Total Shareholders' Equity
BALANCE AT DECEMBER 31, 2017	$ 12.0	$ 1,989.8	$ 6,196.1	$ (1,060.1)	$ (333.7)	$ 6,804.1
Net earnings attributable to Laboratory Corporation of America Holdings	—	—	173.2	—	—	173.2
Other comprehensive earnings, net of tax	—	—	—	—	52.5	52.5
Issuance of common stock under employee stock plans	—	28.4	—	—	—	28.4
Net share settlement tax payments from issuance of stock to employees	—	—	—	(25.0)	—	(25.0)
Conversion of zero-coupon convertible debt	—	—	—	—	—	—
Stock compensation	—	25.8	—	—	—	25.8
Purchase of common stock	—	(75.0)	—	—	—	(75.0)
BALANCE AT MARCH 31, 2018	$ 12.0	$ 1,969.0	$ 6,369.3	$ (1,085.1)	$ (281.2)	$ 6,984.0
BALANCE AT DECEMBER 31, 2018	$ 11.7	$ 1,451.1	$ 7,079.8	$ (1,108.1)	$ (463.1)	$ 6,971.4
Net earnings attributable to Laboratory Corporation of America Holdings	—	—	185.6	—	—	185.6
Other comprehensive earnings, net of tax	—	—	—	—	23.6	23.6
Issuance of common stock under employee stock plans	—	24.7	—	—	—	24.7
Net share settlement tax payments from issuance of stock to employees	—	—	—	(19.4)	—	(19.4)
Conversion of zero-coupon convertible debt	—	—	—	—	—	—
Stock compensation	—	25.5	—	—	—	25.5
Purchase of common stock	(0.1)	(100.0)	—	—	—	(100.1)
BALANCE AT MARCH 31, 2019	$ 11.6	$ 1,401.3	$ 7,265.4	$ (1,127.5)	$ (439.5)	$ 7,111.3

The accompanying notes are an integral part of these unaudited condensed consolidated financial statements.

LABORATORY CORPORATION OF AMERICA HOLDINGS AND SUBSIDIARIES
CONDENSED CONSOLIDATED STATEMENTS OF CASH FLOWS
(in millions)
(unaudited)

	Three Months Ended March 31, 2019	Three Months Ended March 31, 2018
CASH FLOWS FROM OPERATING ACTIVITIES:		
Net earnings	$ 185.9	$ 172.5
Adjustments to reconcile net earnings to net cash provided by operating activities:		
Depreciation and amortization	137.3	142.8
Stock compensation	25.5	25.8
Loss on sale of assets	6.0	1.7
Amortization of operating lease right-of-use assets	61.2	—
Cumulative earnings more than distributions from equity method investments	(0.8)	(0.5)
Asset impairment	—	2.3
Deferred income taxes	17.1	36.0
Change in assets and liabilities (net of effects of acquisitions):		
Increase in accounts receivable	(90.8)	(53.6)
Increase in unbilled services	(26.4)	(22.8)
Decrease in inventories	3.4	1.4
Decrease (increase) in prepaid expenses and other	7.2	(33.8)
Decrease in accounts payable	(28.8)	(59.8)
Increase in unearned revenue	5.6	26.2
Decrease in accrued expenses and other	(136.6)	(58.5)
Net cash provided by operating activities	165.8	179.7
CASH FLOWS FROM INVESTING ACTIVITIES:		
Capital expenditures	(94.2)	(72.5)
Proceeds from sale of assets	3.9	0.1
Proceeds from sale of investment	0.4	—
Investments in equity affiliates	(3.3)	(1.9)
Acquisition of businesses, net of cash acquired	(47.3)	—
Net cash used for investing activities	(140.5)	(74.3)
CASH FLOWS FROM FINANCING ACTIVITIES:		
Proceeds from revolving credit facilities	133.2	229.7
Payments on revolving credit facilities	(133.2)	(214.7)
Payments on zero-coupon subordinated notes	(5.2)	—
Noncontrolling interest distributions	(0.2)	(5.6)
Payments on long-term lease obligations	(3.0)	(2.8)
Net share settlement tax payments from issuance of stock to employees	(19.4)	(25.0)
Net proceeds from issuance of stock to employees	24.7	28.4
Purchase of common stock	(100.1)	(75.0)
Net cash used for financing activities	(103.2)	(65.0)
Effect of exchange rate changes on cash and cash equivalents	(0.1)	4.7
Net (decrease) increase in cash and cash equivalents	(78.0)	45.1
Cash and cash equivalents at beginning of period	426.8	316.7
Cash and cash equivalents at end of period	$ 348.8	$ 361.8

The accompanying notes are an integral part of these unaudited condensed consolidated financial statements.

1. BASIS OF FINANCIAL STATEMENT PRESENTATION

Laboratory Corporation of America® Holdings together with its subsidiaries (the Company) is a leading global life sciences company that is deeply integrated in guiding patient care, providing comprehensive clinical laboratory and end-to-end drug development services. The Company's mission is to improve health and improve lives by delivering world-class diagnostic solutions, bringing innovative medicines to patients faster and using technology to provide better care. The Company serves a broad range of customers, including managed care organizations (MCOs), biopharmaceutical companies, medical device companies, governmental agencies, physicians and other healthcare providers (e.g., physician assistants and nurse practitioners, generally referred to herein as physicians), hospitals and health systems, employers, patients and consumers, contract research organizations (CROs) and independent clinical laboratories. Prior to the sale of its Covance Food Solutions (CFS) business on August 1, 2018, the Company's customers also included food and nutritional companies. The Company believes that it generated more revenue from laboratory testing than any other company in the world in 2018.

The Company reports its business in two segments, LabCorp Diagnostics (LCD) and Covance Drug Development (CDD). For further financial information about these segments, see Note 16 (Business Segment Information). During the three months ended March 31, 2019, LCD and CDD contributed approximately 62% and 38%, respectively, of revenues to the Company.

The condensed consolidated financial statements include the accounts of the Company and its majority-owned subsidiaries for which it exercises control. Long-term investments in affiliated companies in which the Company exercises significant influence, but which it does not control, are accounted for using the equity method. Investments in which the Company does not exercise significant influence (generally, when the Company has an investment of less than 20.0% and no representation on the investee's board of directors) are accounted for at fair value or at cost minus impairment for those investments that do not have readily determinable fair values. All significant inter-company transactions and accounts have been eliminated. The Company does not have any variable interest entities or special purpose entities whose financial results are not included in the condensed consolidated financial statements.

The financial statements of the Company's operating foreign subsidiaries are measured using the local currency as the functional currency. Assets and liabilities are translated at exchange rates as of the balance sheet date. Revenues and expenses are translated at average monthly exchange rates prevailing during the period. Resulting translation adjustments are included in "Accumulated other comprehensive income."

The accompanying condensed consolidated financial statements of the Company are unaudited. In the opinion of management, all adjustments necessary for a fair statement of results of operations, cash flows and financial position have been made. Except as otherwise disclosed, all such adjustments are of a normal recurring nature. Interim results are not necessarily indicative of results for a full year. The year-end condensed consolidated balance sheet data was derived from audited financial statements but does not include all disclosures required by generally accepted accounting principles.

The condensed consolidated financial statements and notes are presented in accordance with the rules and regulations of the United States (U.S.) Securities and Exchange Commission (SEC) and do not contain certain information included in the Company's 2018 Annual Report on Form 10-K. Therefore, the interim statements should be read in conjunction with the consolidated financial statements and notes thereto contained in the Company's Annual Report.

Recently Adopted Guidance

Leases

In February 2016, the Financial Accounting Standards Board (FASB) issued a new accounting standard that sets out the principles for the recognition, measurement, presentation and disclosure of leases for both parties to a contract (i.e., lessees and lessors). The new standard requires lessees to apply a dual approach, classifying leases as either finance or operating leases based on the principle of whether or not the lease is effectively a financed purchase by the lessee. This classification will determine whether lease expense is recognized based on an effective interest method or on a straight-line basis over the term of the lease. A lessee is also required to record a right-of-use asset and a lease liability for all leases with a term of greater than 12 months regardless of their classification. The Company has elected to utilize the short-term lease exemption and not record leases with initial terms of 12 months or less on the balance sheet. The new standard requires lessors to account for leases using an approach that is substantially equivalent to existing guidance for sales-type leases and direct financing leases.

The Company adopted the standard on January 1, 2019, using the effective date method, as such comparative periods were not adjusted and are presented in accordance with lease guidance in effect for that period. The Company elected the package of practical expedients, which includes not reassessing whether existing contracts contain leases under the new definition of a lease, reassessing the classification of existing leases, and reassessing whether previously capitalized initial direct costs qualify for capitalization under the new standard. Leases with an initial term of 12 months or less are not recorded on the Condensed Consolidated Balance Sheets. Operating lease expense is recognized on a straight-line basis over the lease term.

Operating lease assets and liabilities are recognized at the commencement date, based on the present value of the future minimum lease payments over the lease term. A certain number of these leases contain rent escalation clauses either fixed or adjusted periodically for inflation or market rates that are factored into the Company's determination of lease payments. The Company also has variable lease payments that do not depend on a rate or index, for items such as volume purchase commitments, which are recorded as variable cost when incurred. As most of the Company's leases do not provide an implicit rate, the Company uses its incremental borrowing rate based on the information available at the lease commencement date to discount payments to the present value. Some operating leases contain renewal options, some of which also include options to early terminate the leases. The exercise of these options is at the Company's discretion. The Company determined that all renewal options within leases for main laboratories, STAT laboratories, branches or combination sites were reasonably possible to be exercised and therefore are included in the accounting lease term.

The standard had a material impact in the consolidated balance sheets, but no material impact in the consolidated income statements. The most significant impact was the recognition of right of use (ROU) assets and lease liabilities for operating leases, while the accounting for finance leases remained unchanged.

Financial Instruments

In July 2017, the FASB issued a new accounting standard intended to reduce the complexity associated with the issuer's accounting for certain financial instruments with characteristics of liabilities and equity. Specifically, a down round feature would no longer cause a free-standing equity-linked financial instrument (or embedded conversion option) to be accounted for as a derivative liability at fair value with changes in fair value recognized in current earnings. The Company adopted this standard effective January 1, 2019. The adoption of this standard did not have a material impact on the consolidated financial statements.

New Accounting Pronouncements

In June 2016, the FASB issued a new accounting standard intended to provide financial statement users with more decision-useful information about expected credit losses and other commitments to extend credit held by the reporting entity. The standard replaces the incurred loss impairment methodology in current GAAP with one that reflects expected credit losses and requires consideration of a broader range of reasonable and supportable information to inform credit loss estimates. The update is effective on January 1, 2020, with early adoption permitted. The Company is currently evaluating the impact this new standard will have on the consolidated financial statements.

In August 2018, the FASB issued a new accounting standard to remove, modify, and add to the disclosure requirements on fair value measurements. The standard is effective on January 1, 2020, with early adoption permitted. The Company is currently evaluating the impact this new standard will have on the consolidated financial statements.

In August 2018, the FASB issued a new accounting standard to remove, modify, and add to the disclosure requirements on defined benefit pension and other postretirement plans. The standard is effective on January 1, 2021, with early adoption permitted. The Company is currently evaluating the impact this new standard will have on the consolidated financial statements.

In August 2018, the FASB issued a new accounting standard to align the requirements for capitalizing implementation costs incurred in a hosting arrangement that is a service contract with the requirements for capitalizing implementation costs incurred to develop or obtain internal-use software. The standard is effective on January 1, 2020, with early adoption permitted. The Company is currently evaluating the impact this new standard will have on the consolidated financial statements.

Reclassifications and Revisions

The Company adopted Accounting Standard Update 2016-09 *Compensation - Stock Compensation (Topic 718)* during 2016 and incorrectly classified payments made to tax authorities for withheld shares from an employee’s equity award as cash flows from operating activities versus cash flows from financing activities. As a result, the Company has revised the consolidated statement of cash flows for these tax payments of $25.0 for the three months ended March 31, 2018, from operating activities to financing activities. The Company concluded that these errors were not material individually or in the aggregate to any of the periods impacted.

In conjunction with the adoption of the new lease standard, the Company reclassified the capital lease asset balance of $44.4 at December 31, 2018, from Property, plant and equipment, net to Other assets.

(dollars and shares in millions, except per share data)

2. REVENUE

The Company's revenue by segment payers/customer groups for the three months ended March 31, 2019, and 2018 is as follows:

	For the Three Months Ended March 31, 2019						
	U.S.	Canada	U.K.	Switzerland	Other Europe	Other	Total
Payer/Customer							
LCD							
Clients	16%	1%	—%	—%	—%	—%	17%
Patients	8%	—%	—%	—%	—%	—%	8%
Medicare and Medicaid	9%	—%	—%	—%	—%	—%	9%
Third-party	26%	2%	—%	—%	—%	—%	28%
Total LCD revenues by payer	59%	3%	—%	—%	—%	—%	62%
CDD							
Biopharmaceutical and medical device companies	19%	—%	4%	5%	3%	7%	38%
Total revenues	78%	3%	4%	5%	3%	7%	100%

	For the Three Months Ended March 31, 2018						
	U.S.	Canada	U.K.	Switzerland	Other Europe	Other	Total
Payer/Customer							
LCD							
Clients	16%	1%	1%	—%	—%	—%	18%
Patients	8%	—%	—%	—%	—%	—%	8%
Medicare and Medicaid	9%	—%	—%	—%	—%	—%	9%
Third-party	25%	2%	—%	—%	—%	—%	27%
Total LCD revenues by payer	58%	3%	1%	—%	—%	—%	62%
CDD							
Biopharmaceutical and medical device companies	19%	—%	3%	5%	4%	7%	38%
Total revenues	77%	3%	4%	5%	4%	7%	100%

Contract costs

CDD incurs sales commissions in the process of obtaining contracts with customers, which are recoverable through the service fees in the contract. Sales commissions that are payable upon contract award are recognized as assets and amortized over the expected contract term, along with related payroll tax expense. The amortization of commission expense is based on the weighted average contract duration for all commissionable awards in the respective business in which the commission expense is paid, which approximates the period over which goods and services are transferred to the customer. The amortization period of sales commissions ranges from approximately 12 months to 57 months, depending on the business. For businesses that enter into primarily short-term contracts, the Company applies the practical expedient which allows costs to obtain a contract to be expensed when incurred if the amortization period of the assets that would otherwise have been recognized is one year or less. Amortization of assets from sales commissions is included in selling, general, and administrative expense.

CDD incurs costs to fulfill contracts with customers, which are recoverable through the service fees in the contract. Contract fulfillment costs include software implementation costs and setup costs for certain endpoint and market access solutions. These costs are recognized as assets and amortized over the expected term of the contract to which the implementation relates, which is the period over which services are expected to be provided to the customer. This period typically ranges from 24-60 months. Amortization of deferred contract fulfillment costs is included in cost of goods sold.

	March 31, 2019	December 31, 2018
Sales commission assets	$ 26.7	$ 24.2
Deferred contract fulfillment costs	13.6	12.9
Total	$ 40.3	$ 37.1

(dollars and shares in millions, except per share data)

Amortization related to sales commission assets and associated payroll taxes for the three-month periods ended March 31, 2019, and 2018, was $4.5 and $4.2, respectively. Amortization related to deferred contract fulfillment costs for the three-month periods ended March 31, 2019, and 2018, was $1.8 and $0.6, respectively. Impairment expense related to contract costs was immaterial to the Company’s consolidated statement of operations.

Contract Assets and Liabilities

The following table provides information about receivables, unbilled services, and unearned revenue (contract liabilities) from contracts with customers for the CDD segment. Unbilled services are comprised primarily of unbilled receivables, but also include contract assets. A contract asset is recorded when a right to payment has been earned for work performed, but billing and payment for that work is determined by certain contractual milestones, whereas unbilled receivables are billable upon the passage of time. While CDD attempts to negotiate terms that provide for billing and payment of services prior or in close proximity to the provision of services, this is not always possible and there are fluctuations in the level of unbilled services and unearned revenue from period to period.

	March 31, 2019	December 31, 2018
Receivables, which are included in Accounts Receivable, net	$ 716.1	$ 693.6
Unbilled services	425.4	396.9
Unearned revenue	362.0	354.1

Revenue recognized during the period, which was included in the unearned revenue balance at the beginning of the period for the three-month period ended March 31, 2019 was $103.6. Bad debt expense on receivables for the three-month periods ended March 31, 2019 and 2018, was immaterial to the Company’s consolidated statement of operations.

Performance Obligations Under Long-Term Contracts

Long-term contracts at the Company consist primarily of fully managed clinical studies within the CDD segment. The amount of existing performance obligations under such long-term contracts unsatisfied as of March 31, 2019, was $3,950.4. The Company expects to recognize approximately 33% of the remaining performance obligations as revenue over the next 12 months, and the balance thereafter. The Company's long-term contracts generally range from 1 to 8 years.

Within CDD, revenue of $39.7 and $22.1 was recognized during the three months ended March 31, 2019, and 2018, respectively, from performance obligations that were satisfied in previous periods. This revenue comes from adjustments related to changes in scope and estimates in full service clinical studies.

3. BUSINESS ACQUISITIONS AND DISPOSITIONS

During the three months ended March 31, 2019, the Company acquired various businesses and related assets for approximately $47.3 in cash (net of cash acquired). The purchase consideration for all acquisitions year to date has been allocated to the estimated fair market value of the net assets acquired, including approximately $24.8 in identifiable intangible assets and a residual amount of goodwill of approximately $22.1. These acquisitions were made primarily to extend the Company's geographic reach in important market areas, enhance the Company's scientific differentiation and to expand the breadth and scope of the Company's CRO services.

The Company divested its food solutions and forensic testing services business in the U.K. and the U.S. in 2018. Total operating income for the three divested businesses was $2.0 for the three months ended March 31, 2018.

4. EARNINGS PER SHARE

Basic earnings per share is computed by dividing net earnings attributable to Laboratory Corporation of America Holdings by the weighted average number of common shares outstanding. Diluted earnings per share is computed by dividing net earnings including the impact of dilutive adjustments by the weighted average number of common shares outstanding plus potentially dilutive shares, as if they had been issued at the earlier of the date of issuance or the beginning of the period presented. Potentially dilutive common shares result primarily from the Company’s outstanding stock options, restricted stock awards, restricted stock units, performance share awards, and shares issuable upon conversion of zero-coupon subordinated notes.

LABORATORY CORPORATION OF AMERICA HOLDINGS AND SUBSIDIARIES
NOTES TO UNAUDITED CONDENSED CONSOLIDATED FINANCIAL STATEMENTS
(dollars and shares in millions, except per share data)

The following represents a reconciliation of basic earnings per share to diluted earnings per share:

	Three Months Ended March 31,					
	2019			2018		
	Earnings	Shares	Per Share Amount	Earnings	Shares	Per Share Amount
Basic earnings per share:						
Net earnings	$ 185.6	98.6	$ 1.88	$ 173.2	101.9	$ 1.70
Dilutive effect of employee stock options and awards	—	0.9		—	1.5	
Net earnings including impact of dilutive adjustments	$ 185.6	99.5	$ 1.86	$ 173.2	103.4	$ 1.67

The following table summarizes the potential common shares not included in the computation of diluted earnings per share because their impact would have been antidilutive:

	Three Months Ended March 31,	
	2019	2018
Stock options	0.3	0.1

5. RESTRUCTURING AND OTHER SPECIAL CHARGES

During the three months ended March 31, 2019, the Company recorded net restructuring and other special charges of $20.6: $13.1 within LCD and $7.5 within CDD. The charges were comprised of $16.8 related to severance and other personnel costs and $3.3 in costs associated with facility closures, impairment of operating lease right-of-use assets and general integration initiatives. The charges were increased by the adjustment of previously established reserves of $0.5 in severance reserves.

During the three months ended March 31, 2018, the Company recorded net restructuring and other special charges of $14.3: $3.6 within LCD and $10.7 within CDD. The charges were comprised of $11.3 related to severance and other personnel costs, $1.2 in costs associated with facility closures and general integration initiatives, and $2.3 in impairment to land held for sale. The Company reversed previously established reserves of $0.5 in unused facility reserves.

The following represents the Company's restructuring reserve activities for the period indicated:

	LCD		CDD		
	Severance and Other Employee Costs	Facility Costs	Severance and Other Employee Costs	Facility Costs	Total
Balance as of December 31, 2018	$ 2.1	$ 7.4	$ 6.5	$ 27.6	$ 43.6
Reclassification for ASC 842 adoption	—	(5.7)	—	(27.1)	(32.8)
Restructuring charges	9.9	1.4	6.9	0.2	18.4
Adjustments to prior restructuring accruals	0.1	—	0.4	—	0.5
Impairment of operating lease right-of-use asset	—	1.7	—	—	1.7
Cash payments and other adjustments	(10.9)	(2.0)	(4.2)	1.4	(15.7)
Balance as of March 31, 2019	$ 1.2	$ 2.8	$ 9.6	$ 2.1	$ 15.7
Current					$ 15.7
Non-current					—
					$ 15.7

6. GOODWILL AND INTANGIBLE ASSETS

The changes in the carrying amount of goodwill for the three-month period ended March 31, 2019, are as follows:

	LCD	CDD	Total
Balance as of January 1	$ 3,638.8	$ 3,721.5	$ 7,360.3
Goodwill acquired during the period	7.8	14.3	22.1
Adjustments to goodwill	0.2	3.3	3.5
Balance at March 31	$ 3,646.8	$ 3,739.1	$ 7,385.9

(dollars and shares in millions, except per share data)

The components of identifiable intangible assets are as follows:

	March 31, 2019			December 31, 2018		
	Gross Carrying Amount	Accumulated Amortization	Net	Gross Carrying Amount	Accumulated Amortization	Net
Customer relationships	$ 4,135.5	$ (1,188.9)	$ 2,946.6	$ 4,119.4	$ (1,146.7)	$ 2,972.7
Patents, licenses and technology	449.3	(217.4)	231.9	447.3	(211.2)	236.1
Non-compete agreements	78.1	(55.1)	23.0	76.8	(53.7)	23.1
Trade names	405.1	(195.6)	209.5	404.0	(189.1)	214.9
Land use right	10.8	(4.5)	6.3	10.8	(4.1)	6.7
Canadian licenses	467.6	—	467.6	457.6	—	457.6
	$ 5,546.4	$ (1,661.5)	$ 3,884.9	$ 5,515.9	$ (1,604.8)	$ 3,911.1

Amortization of intangible assets for the three-month periods ended March 31, 2019, and 2018, was $57.1 and $62.3, respectively. Amortization expense for the net carrying amount of intangible assets is estimated to be $169.1 for the remainder of fiscal 2019, $218.5 in fiscal 2020, $211.9 in fiscal 2021, $206.0 in fiscal 2022, $202.3 in fiscal 2023 and $2,409.5 thereafter.

7. LEASES

The Company has operating and finance leases for patient service centers, STAT laboratories, corporate offices, vehicles, and certain equipment. Leases have remaining lease terms of less than a year to 15 years, some of which include options to extend the leases for up to 15 years.

The components of lease expense were as follows:

	Three Months Ended March 31, 2019
Operating lease cost	$ 61.2
Finance lease cost:	
Amortization of right-of-use assets	$ 1.4
Interest on lease liabilities	0.8
Total finance lease cost	$ 2.2

Supplemental cash flow information related to leases was as follows:

	Three Months Ended March 31, 2019
Cash paid for amounts included in the measurement of lease liabilities:	
Operating cash flows from operating leases	$ (62.0)
Operating cash flows from finance leases	(0.5)
Financing cash flows from finance leases	(3.0)
Right-of-use assets obtained in exchange for lease obligations:	
Operating leases	$ 35.7
Finance leases	—

Supplemental balance sheet information related to leases was as follows:

	March 31, 2019
Operating Leases	
Operating lease right-of-use assets (included in Property, plant and equipment, net)	$ 717.9
Short-term operating lease liabilities	263.4
Operating lease liabilities	502.4
Total operating lease liabilities	$ 765.8

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		March 31, 2019
Finance Leases		
Finance lease right-of-use assets (included in Other assets)	$	43.6
Short-term finance lease liabilities	$	7.7
Finance lease liabilities		48.7
Total finance lease liabilities	$	56.4
Weighted Average Remaining Lease Term		
Operating leases		5.3
Finance leases		6.6
Weighted Average Discount Rate		
Operating leases		4.0%
Finance leases		4.6%

Maturities of lease liabilities are as follows:

Three Months Ended March 31, 2019		Operating Leases		Finance Leases
2019	$	208.0	$	10.9
2020		196.1		13.8
2021		108.8		12.0
2022		75.6		10.8
2023		54.0		10.7
Thereafter		161.4		34.3
Total lease payments		803.9		92.5
Less imputed interest		(38.1)		(36.1)
Total	$	765.8	$	56.4

Rental expense for short term leases with a term less than one year for the three months ended March 31, 2019, amounted to $3.3. The Company has variable lease payments that do not depend on a rate or index, primarily for purchase volume commitments, which are recorded as variable cost when incurred. Total variable payments for the three months ended March 31, 2019, were $4.5. As of March 31, 2019, the Company has entered into approximately 50 additional operating leases, primarily for patient service centers, that have not yet commenced and are not significant to the overall lease portfolio. These operating leases will commence in 2019 with lease terms of less than a year to 10 years.

The Company leases various facilities and equipment under non-cancelable lease arrangements. Future minimum rental commitments for leases with non-cancelable terms of one year or more at December 31, 2018, under Accounting Standards Codification 840 are as follows:

Year Ended December 31,		Operating Leases		Finance Leases
2019	$	191.1	$	8.6
2020		145.4		8.0
2021		107.0		6.7
2022		80.9		6.0
2023		61.5		6.5
Thereafter		155.6		23.1

Rental expense, which includes rent for real estate, equipment and automobiles under operating leases, amounted to $85.7 for the three months ended March 31, 2018.

(dollars and shares in millions, except per share data)

8. DEBT

Short-term borrowings and the current portion of long-term debt at March 31, 2019, and December 31, 2018, consisted of the following:

	March 31, 2019	December 31, 2018
Zero-coupon convertible subordinated notes	$ 1.4	$ 8.7
2.625% senior notes due 2020	500.0	—
Debt issuance costs	(1.5)	(0.5)
Current portion of note payable	1.8	1.8
Total short-term borrowings and current portion of long-term debt	$ 501.7	$ 10.0

Long-term debt at March 31, 2019, and December 31, 2018, consisted of the following:

	March 31, 2019	December 31, 2018
2.625% senior notes due 2020	$ —	$ 500.0
4.625% senior notes due 2020	599.4	597.0
3.20% senior notes due 2022	500.0	500.0
3.75% senior notes due 2022	500.0	500.0
4.00% senior notes due 2023	300.0	300.0
3.25% senior notes due 2024	600.0	600.0
3.60% senior notes due 2025	1,000.0	1,000.0
3.60% senior notes due 2027	600.0	600.0
4.70% senior notes due 2045	900.0	900.0
2017 Term loan	527.0	527.0
Debt issuance costs	(37.4)	(40.2)
Note payable	6.6	7.1
Total long-term debt	$ 5,495.6	$ 5,990.9

Senior Notes

During the third quarter of 2013, the Company entered into two fixed-to-variable interest rate swap agreements for its 4.625% senior notes due 2020 with an aggregate notional amount of $600.0 and variable interest rates based on one-month LIBOR plus 2.298% to hedge against changes in the fair value of a portion of the Company's long-term debt. These derivative financial instruments are accounted for as fair value hedges of the senior notes due 2020. These interest rate swaps are included in other long-term assets or other long-term liabilities, as applicable, and added to or subtracted from the value of the senior notes, with an aggregate fair value liability of $0.6 at March 31, 2019, and $3.1 at December 31, 2018.

Zero-Coupon Subordinated Notes

On March 11, 2019, the Company announced that for the period from March 11, 2019, to September 10, 2019, the zero-coupon subordinated notes will accrue contingent cash interest at a rate of no less than 0.125% of the average market price of a zero-coupon subordinated note for the five trading days ended August 27, 2019, in addition to the continued accrual of the original issue discount.

During the three months ended March 31, 2019, the Company settled notices to convert $7.7 aggregate principal amount of its zero-coupon subordinated notes with a conversion value of $14.5. The total cash used for these settlements was $7.3. As a result of these conversions, the Company also reversed deferred tax liabilities of $1.7.

On April 1, 2019, the Company announced that its zero-coupon subordinated notes may be converted into cash and common stock at the conversion rate of 13.4108 per $1,000.0 principal amount at maturity of the notes, subject to the terms of the zero-coupon subordinated notes and the Indenture, dated as of October 24, 2006, between the Company and The Bank of New York Mellon, as trustee and the conversion agent. In order to exercise the option to convert all or a portion of the zero-coupon subordinated notes, holders are required to validly surrender their zero-coupon subordinated notes at any time during the calendar quarter beginning April 1, 2019, through the close of business on the last business day of the calendar quarter, which is 5:00 p.m., New York City time, on Friday, June 28, 2019. If notices of conversion are received, the Company plans to settle the cash portion of the conversion obligation with cash on hand and/or borrowings under its revolving credit facility.

(dollars and shares in millions, except per share data)

Credit Facilities

On September 15, 2017, the Company entered into a new $750.0 term loan facility in addition to its then existing $1,000.0 term loan entered into in December 2014. The 2017 term loan facility will mature on September 15, 2022. The Company paid off the 2014 term loan during the second quarter of 2018.

The 2017 term loan facility accrues interest at a per annum rate equal to, at the Company's election, either a LIBOR rate plus a margin ranging from 0.875% to 1.50%, or a base rate determined according to a prime rate or federal funds rate plus a margin ranging from 0.0% to 0.50%. The 2017 term loan balance at March 31, 2019, was $527.0 and at December 31, 2018, was $527.0. As of March 31, 2019, the effective interest rate on the 2017 term loan was 3.62%.

The Company entered into a senior unsecured revolving credit facility on December 21, 2011, which was amended and restated on December 19, 2014, further amended on July 13, 2016, and further amended and restated on September 15, 2017. The revolving credit facility consists of a five-year revolving facility in the principal amount of up to $1,000.0, with the option of increasing the facility by up to an additional $350.0, subject to the agreement of one or more new or existing lenders to provide such additional amounts and certain other customary conditions. The revolving credit facility also provides for a subfacility of up to $100.0 for swing line borrowings and a subfacility of up to $150.0 for issuances of letters of credit. The revolving credit facility is permitted to be used for general corporate purposes, including working capital, capital expenditures, funding of share repurchases and certain other payments, and acquisitions and other investments. The Company had no outstanding balances on its revolving credit facility at March 31, 2019, or December 31, 2018.

Advances under the revolving credit facility will accrue interest at a per annum rate equal to, at the Company’s election, either a LIBOR rate plus a margin ranging from 0.775% to 1.25%, or a base rate determined according to a prime rate or federal funds rate plus a margin ranging from 0.00% to 0.25%. Fees are payable on outstanding letters of credit under the revolving credit facility at a per annum rate equal to the applicable margin for LIBOR loans, and the Company is required to pay a facility fee on the aggregate commitments under the revolving credit facility, at a per annum rate ranging from 0.10% to 0.25%. The interest margin applicable to the credit facilities, and the facility fee and letter of credit fees payable under the revolving credit facility, are based on the Company’s senior credit ratings as determined by Standard & Poor’s and Moody’s.

Under the term loan facilities and the revolving credit facility, the Company is subject to negative covenants limiting subsidiary indebtedness and certain other covenants typical for investment grade-rated borrowers, and the Company is required to maintain certain leverage ratios. The Company was in compliance with all covenants in the term loan facilities and the revolving credit facility at March 31, 2019. As of March 31, 2019, the ratio of total debt to consolidated proforma trailing 12 month EBITDA was 3.0 to 1.0.

As of March 31, 2019, the Company had provided letters of credit aggregating approximately $72.2, primarily in connection with certain insurance programs. The Company's availability under its revolving credit facility is reduced by the amount of these letters of credit.

9. PREFERRED STOCK AND COMMON SHAREHOLDERS’ EQUITY

The Company is authorized to issue up to 265.0 shares of common stock, par value $0.10 per share. The Company’s treasury shares are recorded at aggregate cost. The Company is authorized to issue up to 30.0 shares of preferred stock, par value $0.10 per share. There were no preferred shares outstanding as of March 31, 2019, and December 31, 2018.

The changes in common shares issued and held in treasury are summarized below:

	Issued	Held in Treasury	Outstanding
Common shares at December 31, 2018	122.4	(23.5)	98.9
Common stock issued under employee stock plans	0.7	—	0.7
Surrender of restricted stock and performance share awards	(0.1)	—	(0.1)
Retirement of common stock	—	(0.8)	(0.8)
Common shares at March 31, 2019	123.0	(24.3)	98.7

Share Repurchase Program

At the end of 2018, the Company had outstanding authorization from the board of directors to purchase up to $443.5 of Company common stock. During January 2019, the Company purchased 0.8 shares of its common stock at a total cost of $100.1 under this plan. On February 6, 2019, the board of directors replaced the Company's existing share repurchase plan with a new plan authorizing repurchase of up to $1.25 billion of the Company's shares and no shares have been repurchased under this plan. The repurchase authorization has no expiration.

(dollars and shares in millions, except per share data)

Accumulated Other Comprehensive Earnings

The components of accumulated other comprehensive earnings are as follows:

	Foreign Currency Translation Adjustments	Net Benefit Plan Adjustments	Accumulated Other Comprehensive Earnings (Loss)
Balance at December 31, 2018	$ (389.8)	$ (73.3)	$ (463.1)
Other comprehensive earnings before reclassifications	21.6	2.7	24.3
Tax effect of adjustments	—	(0.7)	(0.7)
Balance at March 31, 2019	$ (368.2)	$ (71.3)	$ (439.5)

10. INCOME TAXES

The Company does not recognize a tax benefit unless the Company concludes that it is more likely than not that the benefit will be sustained on audit by the taxing authority based solely on the technical merits of the associated tax position. If the recognition threshold is met, the Company recognizes a tax benefit measured at the largest amount of the tax benefit that the Company believes is greater than 50% likely to be realized.

The gross unrecognized income tax benefits were $17.2 and $18.0 at March 31, 2019, and December 31, 2018, respectively. It is anticipated that the amount of the unrecognized income tax benefits will change within the next 12 months; however, these changes are not expected to have a significant impact on the results of operations, cash flows or the financial position of the Company.

As of March 31, 2019, and December 31, 2018, $17.2 and $18.0, respectively, are the approximate amounts of gross unrecognized income tax benefits that, if recognized, would favorably affect the effective income tax rate in future periods.

The Company recognizes interest and penalties related to unrecognized income tax benefits in income tax expense. Accrued interest and penalties related to uncertain tax positions totaled $9.0 and $8.7 as of March 31, 2019, and December 31, 2018, respectively.

The Company has substantially concluded all U.S. federal income tax matters for years through 2014. Substantially all material state and local, and foreign income tax matters have been concluded through 2013 and 2014, respectively.

The IRS has not initiated a new examination of any of the Company's federal income tax returns. The Company has various state and foreign income tax examinations ongoing throughout the year. The Company believes adequate provisions have been recorded related to all open tax years.

11. COMMITMENTS AND CONTINGENCIES

The Company is involved from time to time in various claims and legal actions, including arbitrations, class actions, and other litigation (including those described in more detail below), arising in the ordinary course of business. Some of these actions involve claims that are substantial in amount. These matters include, but are not limited to, intellectual property disputes; commercial and contract disputes; professional liability claims; employee-related matters; and inquiries, including subpoenas and other civil investigative demands, from governmental agencies, Medicare or Medicaid payers and MCOs reviewing billing practices or requesting comment on allegations of billing irregularities that are brought to their attention through billing audits or third parties. The Company receives civil investigative demands or other inquiries from various governmental bodies in the ordinary course of its business. Such inquiries can relate to the Company or other parties, including physicians and other health care providers. The Company works cooperatively to respond to appropriate requests for information.

The Company also is named from time to time in suits brought under the *qui tam* provisions of the False Claims Act and comparable state laws. These suits typically allege that the Company has made false statements and/or certifications in connection with claims for payment from U.S. federal or state healthcare programs. The suits may remain under seal (hence, unknown to the Company) for some time while the government decides whether to intervene on behalf of the *qui tam* plaintiff. Such claims are an inevitable part of doing business in the healthcare field today.

The Company believes that it is in compliance in all material respects with all statutes, regulations and other requirements applicable to its commercial laboratory operations and drug development support services. The healthcare diagnostics and drug development industries are, however, subject to extensive regulation, and the courts have not interpreted many of the applicable statutes and regulations. Therefore, the applicable statutes and regulations could be interpreted or applied by a prosecutorial, regulatory or judicial authority in a manner that would adversely affect the Company. Potential sanctions for violation of these statutes and regulations include significant civil and criminal penalties, fines, the loss of various licenses, certificates and authorizations, additional liabilities from third-party claims, and/or exclusion from participation in government programs.

Many of the current claims and legal actions against the Company are in preliminary stages, and many of these cases seek an indeterminate amount of damages. The Company records an aggregate legal reserve, which is determined using calculations based on historical loss rates and assessment of trends experienced in settlements and defense costs. In accordance with FASB Accounting Standards Codification Topic 450 “Contingencies,” the Company establishes reserves for judicial, regulatory, and arbitration matters outside the aggregate legal reserve if and when those matters present loss contingencies that are both probable and estimable and would exceed the aggregate legal reserve. When loss contingencies are not both probable and estimable, the Company does not establish separate reserves.

The Company is unable to estimate a range of reasonably probable loss for the proceedings described in more detail below in which damages either have not been specified or, in the Company's judgment, are unsupported and/or exaggerated and (i) the proceedings are in early stages; (ii) there is uncertainty as to the outcome of pending appeals or motions; (iii) there are significant factual issues to be resolved; and/or (iv) there are novel legal issues to be presented. For these proceedings, however, the Company does not believe, based on currently available information, that the outcomes will have a material adverse effect on the Company's financial condition, though the outcomes could be material to the Company's operating results for any particular period, depending, in part, upon the operating results for such period.

As previously reported, the Company responded to an October 2007 subpoena from the U.S. Department of Health & Human Services Office of Inspector General's regional office in New York. On August 17, 2011, the U.S. District Court for the Southern District of New York unsealed a False Claims Act lawsuit, *United States of America ex rel. NPT Associates v. Laboratory Corporation of America Holdings*, which alleges that the Company offered UnitedHealthcare kickbacks in the form of discounts in return for Medicare business. The Plaintiff's Third Amended Complaint further alleges that the Company's billing practices violated the False Claims Acts of 14 states and the District of Columbia. The lawsuit seeks actual and treble damages and civil penalties for each alleged false claim, as well as recovery of costs, attorney's fees, and legal expenses. Neither the U.S. government nor any state government has intervened in the lawsuit. The Company's Motion to Dismiss was granted in October 2014 and Plaintiff was granted the right to replead. On January 11, 2016, Plaintiff filed a motion requesting leave to file an amended complaint under seal and to vacate the briefing schedule for the Company's Motion to Dismiss, while the government reviews the amended complaint. The Court granted the motion and vacated the briefing dates. Plaintiff then filed the Amended Complaint under seal. The Company will vigorously defend the lawsuit.

In addition, the Company has received various other subpoenas since 2007 related to Medicaid billing. In October 2009, the Company received a subpoena from the State of Michigan Department of Attorney General seeking documents related to its billing to Michigan Medicaid. The Company cooperated with this request. In October 2013, the Company received a Civil Investigative Demand from the State of Texas Office of the Attorney General requesting documents related to its billing to Texas Medicaid. The Company cooperated with this request. On October 5, 2018, the Company received a second Civil Investigative Demand from the State of Texas Office of the Attorney General requesting documents related to its billing to Texas Medicaid. The Company is cooperating with this request.

On May 2, 2013, the Company was served with a False Claims Act lawsuit, *State of Georgia ex rel. Hunter Laboratories, LLC* and *Chris Riedel v. Quest Diagnostics Incorporated, et al.*, filed in the State Court of Fulton County, Georgia. The lawsuit, filed by a competitor laboratory, alleges that the Company overcharged Georgia's Medicaid program. The State of Georgia filed a Notice of Declination on August 13, 2012, before the Company was served with the complaint. The case was removed to the U.S. District Court for the Northern District of Georgia. The lawsuit seeks actual and treble damages and civil penalties for each alleged false claim, as well as recovery of costs, attorney's fees, and legal expenses. On March 14, 2014, the Company's Motion to Dismiss was granted. The Plaintiffs repled their complaint, and the Company filed a Motion to Dismiss the First Amended Complaint. In May 2015, the Court dismissed the Plaintiffs' anti-kickback claim and remanded the remaining state law claims to the State Court of Fulton County. In July 2015, the Company filed a Motion to Dismiss these remaining claims. The Plaintiffs filed an opposition to the Company's Motion to Dismiss in August 2015. Also, the State of Georgia filed a brief as amicus curiae. The parties have reached a settlement in principle.

On August 31, 2015, the Company was served with a putative class action lawsuit, *Patty Davis v. Laboratory Corporation of America, et al.*, filed in the Circuit Court of the Thirteenth Judicial Circuit for Hillsborough County, Florida. The complaint alleges that the Company violated the Florida Consumer Collection Practices Act by billing patients who were collecting benefits under the Workers' Compensation Statutes. The lawsuit seeks injunctive relief and actual and statutory damages, as well as recovery of attorney's fees and legal expenses. In April 2017, the Circuit Court granted the Company’s Motion for Judgment on the Pleadings. The Plaintiff has appealed the Circuit Court’s ruling to the Florida Second District Court of Appeal. The Company will vigorously defend the lawsuit.

In December 2014, the Company received a Civil Investigative Demand issued pursuant to the U.S. False Claims Act from the U.S. Attorney's Office for South Carolina, which requested information regarding alleged remuneration and services provided by the Company to physicians who also received draw and processing/handling fees from competitor laboratories Health Diagnostic Laboratory, Inc. (HDL) and Singulex, Inc. (Singulex). The Company cooperated with the request. On April 4, 2018, the U.S. District Court for the District of South Carolina, Beaufort Division, unsealed a False Claims Act lawsuit, *United States of America ex rel. Scarlett Lutz, et al. v. Laboratory Corporation of America Holdings*, which alleges that the Company's financial relationships with referring physicians violate federal and state anti-kickback statutes. The Plaintiffs' Fourth Amended Complaint further alleges that the Company conspired with HDL and Singulex in violation of the Federal False Claims Act and the California and Illinois insurance fraud prevention acts by facilitating HDL's and Singulex's offers of illegal inducements to physicians and the referral of patients to HDL and Singulex for laboratory testing. The lawsuit seeks actual and treble damages and civil penalties for each alleged false claim, as well as recovery of costs, attorney's fees, and legal expenses. Neither the U.S. government nor any state government has intervened in the lawsuit. The Company filed a Motion to Dismiss seeking the dismissal of the claims asserted under the California and Illinois insurance fraud prevention statutes, the conspiracy claim, the reverse False Claims Act claim, and all claims based on the theory that the Company performed medically unnecessary testing. On January 16, 2019, the Court entered an order granting in part and denying in part the Motion to Dismiss. The Court dismissed the Plaintiffs' claims based on the theory that the Company performed medically unnecessary testing, the claims asserted under the California and Illinois insurance fraud prevention statutes, and the reverse False Claims Act claim. The Court denied the Motion to Dismiss as to the conspiracy claim. The Company will vigorously defend the lawsuit.

On August 3, 2016, the Company was served with a putative class action lawsuit, *Daniel L. Bloomquist v. Covance Inc., et al.*, filed in the Superior Court of California, County of San Diego. The Complaint alleges that Covance Inc. violated the California Labor Code and California Business & Professions Code by failing to provide overtime wages, failing to provide meal and rest periods, failing to pay for all hours worked, failing to pay for all wages owed upon termination, and failing to provide accurate itemized wage statements to Clinical Research Associates and Senior Clinical Research Associates employed by Covance in California. The lawsuit seeks monetary damages, civil penalties, injunctive relief, and recovery of attorney's fees and costs. On October 13, 2016, the case was removed to the U.S. District Court for the Southern District of California. On May 3, 2017, the U.S. District Court for the Southern District of California remanded the case to the Superior Court. The Company will vigorously defend the lawsuit.

Prior to the Company's acquisition of Sequenom, Inc. (Sequenom) between August 15, 2016, and August 24, 2016, six putative class-action lawsuits were filed on behalf of purported Sequenom stockholders (captioned *Malkoff v. Sequenom, Inc., et al.*, No. 16-cv-02054- JAH-BLM, *Gupta v. Sequenom, Inc., et al*., No. 16-cv-02084-JAH-KSC, *Fruchter v. Sequenom, Inc., et al*., No. 16-cv-02101- WQH-KSC, *Asiatrade Development Ltd. v. Sequenom, Inc., et al.*, No. 16-cv-02113-AJB-JMA, *Nunes v. Sequenom, Inc., et al.*, No. 16-cv-02128-AJB-MDD, and *Cusumano v. Sequenom, Inc., et al.*, No. 16-cv-02134-LAB-JMA) in the U.S. District Court for the Southern District of California challenging the acquisition transaction. The complaints asserted claims against Sequenom and members of its board of directors (the Individual Defendants). The *Nunes* action also named the Company and Savoy Acquisition Corp. (Savoy), a wholly owned subsidiary of the Company, as defendants. The complaints alleged that the defendants violated Sections 14(e), 14(d)(4) and 20 of the Securities Exchange Act of 1934 by failing to disclose certain allegedly material information. In addition, the complaints in the *Malkoff* action, *Asiatrade* action, and the *Cusumano* action alleged that the Individual Defendants breached their fiduciary duties to Sequenom shareholders. The actions sought, among other things, injunctive relief enjoining the merger. On August 30, 2016, the parties entered into a Memorandum of Understanding (MOU) in each of the above-referenced actions. On September 6, 2016, the Court entered an order consolidating for all pre-trial purposes the six individual actions described above under the caption *In re Sequenom, Inc. Shareholder Litig.*, Lead Case No. 16-cv-02054-JAH-BLM, and designating the complaint from the *Malkoff* action as the operative complaint for the consolidated action. On November 11, 2016, two competing motions were filed by two separate stockholders (James Reilly and Shikha Gupta) seeking appointment as lead plaintiff under the terms of the Private Securities Litigation Reform Act of 1995. On June 7, 2017, the Court entered an order declaring Mr. Reilly as the lead plaintiff and approving Mr. Reilly's selection of lead counsel. The parties agree that the MOU has been terminated. The Plaintiffs filed a Consolidated Amended Class Action Complaint on July 24, 2017, and the Defendants filed a Motion to Dismiss, which remains pending. On March 13, 2019, the Court stayed the action in its entirety pending the U.S. Supreme Court's anticipated decision in *Emulex Corp. v. Varjabedian*. On April 23, 2019, however, the U.S. Supreme Court dismissed the writ of centiorari in *Emulex* as improvidently granted. The Company will vigorously defend the lawsuit.

On March 10, 2017, the Company was served with a putative class action lawsuit, *Victoria Bouffard, et al. v. Laboratory Corporation of America Holdings*, filed in the U.S. District Court for the Middle District of North Carolina. The complaint alleges that the Company's patient list prices unlawfully exceed the rates negotiated for the same services with private and public health insurers in violation of various state consumer protection laws. The lawsuit also alleges breach of implied contract or quasi-contract, unjust enrichment, and fraud. The lawsuit seeks statutory, exemplary, and punitive damages, injunctive relief, and recovery of attorney's fees and costs. In May 2017, the Company filed a Motion to Dismiss Plaintiffs' Complaint and Strike Class Allegations; the Motion to Dismiss was granted in March 2018 without prejudice. On October 10, 2017, a second putative class action lawsuit, *Sheryl Anderson, et al. v. Laboratory Corporation of America Holdings*, was filed in the U.S. District Court for the Middle District of North Carolina. The complaint contained similar allegations and sought similar relief to the *Bouffard* complaint, and added additional counts regarding state consumer protection laws. On August 10, 2018, the Plaintiffs filed an Amended Complaint, which consolidated the *Bouffard* and *Anderson* actions. On September 10, 2018, the Company filed a Motion to Dismiss Plaintiffs' Amended Complaint and Strike Class Allegations, which remains pending. The Company will vigorously defend the lawsuit.

On August 1, 2017, the Company was served with a putative class action lawsuit, *Maria T. Gonzalez, et al. v. Examination Management Services, Inc. and Laboratory Corporation of America Holdings,* filed in the U.S. District Court for the Southern District of California. The complaint alleges that the Company misclassified phlebotomists as independent contractors through an arrangement with the co-Defendant temporary staffing agency. The complaint further alleges that the Company violated the California Labor Code and California Business and Professions Code by failing to pay minimum wage, failing to pay for all hours worked, failing to pay for all wages owed upon termination, and failing to provide accurate itemized wage statements. The lawsuit seeks monetary damages, civil penalties, injunctive relief, and recovery of attorney's fees and costs. The parties reached a settlement, which was approved by the Court.

On September 7, 2017, the Company was served with a putative class action lawsuit, *John Sealock, et al. v. Covance Market Access Services, Inc*., filed in the U.S. District Court for the Southern District of New York. The complaint alleges that Covance Market Access Services, Inc. violated the Fair Labor Standards Act and New York labor laws by failing to provide overtime wages, failing to pay for all hours worked, and failing to provide accurate wage statements. The lawsuit seeks monetary damages, civil penalties, injunctive relief, and recovery of attorney's fees and costs. In November 2017, the Company filed a Motion to Strike Class Allegations, which was denied. In December 2017, the Plaintiff filed a Motion for Conditional Certification of a Collective Action, which was granted in May 2018. In December 2018, Plaintiff filed, and the Court granted, a second motion to conditionally certify an expanded class to a nationwide class action. The Company will vigorously defend the lawsuit.

On July 16, 2018, the Company reported that it had detected suspicious activity on its information technology network and was taking steps to respond to and contain the activity. The activity was subsequently determined to be a new variant of ransomware affecting certain LCD information technology systems. As part of its response, the Company took certain systems offline, which temporarily affected test processing and customer access to test results, and also affected certain other information technology systems involved in conducting Company-wide operations. Operations were returned to normal within a few days of the incident. As part of its in-depth investigation into this incident, the Company engaged outside security experts and worked with authorities, including law enforcement. The investigation determined that the ransomware did not and could not transfer patient or client data outside of Company systems and that there was no theft or misuse of patient or client data. The Company cooperated with law enforcement and regulatory authorities with respect to the incident.

The Company has insurance coverage for costs resulting from cyber-attacks and has filed a claim for recovery of its losses resulting from this incident. However, disputes over the extent of insurance coverage for claims are not uncommon and the Company has not recognized any estimated proceeds resulting from this claim. Furthermore, while the Company has not been the subject of any legal proceedings involving this incident, it is possible that the Company could be the subject of claims from persons alleging they suffered damages from the incident, or actions by governmental authorities.

On September 10, 2018, the Company was served with a LCPAGA lawsuit, *Terri Wilson v. Laboratory Corporation of America Holdings*, which was filed in the U.S. District Court for the Northern District of California. Plaintiff alleges claims for failure to pay meal and rest break premiums, failure to provide compliant wage statements, failure to compensate employees for all hours worked, and failure to pay wages upon termination of employment. Plaintiff asserts these actions violate various Labor Code provisions and constitute an unfair competition practice under California law. The lawsuit seeks monetary damages, civil penalties, injunctive relief, and recovery of attorney's fees and costs. The Company will vigorously defend the lawsuit.

On September 21, 2018, the Company was served with a putative class action lawsuit, *Alma Haro v. Laboratory Corporation of America, et al.*, which was filed in the Superior Court of California, County of Los Angeles. Plaintiff alleges that employees were not properly paid overtime compensation, minimum wages, meal and rest break premiums, did not receive compliant wage statements, and were not properly paid wages upon termination of employment. Plaintiff asserts these actions violate various Labor Code provisions and constitute an unfair competition practice under California law. The lawsuit seeks monetary damages, civil penalties, and recovery of attorney's fees and costs. The Company will vigorously defend the lawsuit.

On December 20, 2018, the Company was served with a putative class action lawsuit, *Feckley v. Covance Inc., et al*., filed in the Superior Court of California, County of Orange. The complaint alleges that Covance Inc. violated the California Labor Code and California Business & Professions Code by failing to properly pay commissions to employees under a sales incentive compensation plan upon their termination of employment. The lawsuit seeks monetary damages, civil penalties, punitive damages, and recovery of attorney's fees and costs. On January 22, 2018, the case was removed to the U.S. District Court for the Central District of California. The Company will vigorously defend the lawsuit.

(dollars and shares in millions, except per share data)

On April 1, 2019, Covance Research Products was served with a Grand Jury Subpoena issued by the Department of Justice ("DOJ") in Miami, Florida requiring the production of documents related to the importation into the United States of live non-human primate shipments originating from or transiting through China, Cambodia, and/or Vietnam from April 1, 2014 through March 28, 2019. The Company is cooperating with the DOJ.

On April 4, 2019, Tri-Cities Laboratory (a joint venture that was acquired as part of the Pathology Associates Medical Laboratories transaction in May 2017) was served with a subpoena issued by the DOJ in Newark, New Jersey requiring the production of documents related to test orders and payments to various third party companies and individuals. The Company is cooperating with the DOJ.

On April 22, 2019, the Company was served with a putative class action lawsuit, *Kawa Orthodontics LLP, et al. v. Laboratory Corporation of America Holdings, et al.*, filed in the U.S. District Court for the Middle District of Florida. The lawsuit alleges that on or about February 6, 2019, the defendants violated the U.S. Telephone Consumer Protection Act (TCPA) by sending unsolicited facsimiles to Plaintiff and at least 40 other recipients without the recipients' prior express invitation or permission. The lawsuit seeks the greater of actual damages or the sum of $0.0005 for each violation, subject to trebling under the TCPA, and injunctive relief. The Company will vigorously defend the lawsuit.

Under the Company's present insurance programs, coverage is obtained for catastrophic exposure as well as those risks required to be insured by law or contract. The Company is responsible for the uninsured portion of losses related primarily to general, professional and vehicle liability, certain medical costs and workers' compensation. The self-insured retentions are on a per-occurrence basis without any aggregate annual limit. Provisions for losses expected under these programs are recorded based upon the Company's estimates of the aggregated liability of claims incurred.

12. PENSION AND POST-RETIREMENT PLANS

The Company's two defined contribution retirement plans (401K Plans) cover substantially all U.S. employees. All employees eligible for the LabCorp 401K Plan receive a minimum 3% non-elective contribution concurrent with each payroll period. The 401K Plan also permits discretionary contributions by the Company of up to 1% and up to 3% of pay for eligible employees based on years of service with the Company. The cost of this plan was $24.2 and $16.1 for the three months ended March 31, 2019, and 2018, respectively. All of the Covance U.S. employees, including legacy Chiltern employees, are eligible to participate in the Covance 401K plan, which features a maximum 4.5% Company match, based upon a percentage of the employee's contributions. Chiltern employees were previously eligible to participate in the Chiltern 401K plan, which featured a maximum 3.0% Company match, based upon a percentage of the employee's contributions. The Chiltern 401K plan merged into the Covance Plan effective January, 7, 2019. The Company incurred expense of $19.9 and $18.9 for the Covance 401K plan during the three months ended March 31, 2019, and 2018, respectively.The Company also maintains several other immaterial 401K plans associated with companies acquired over the last several years.

The Company also maintains a frozen defined benefit retirement plan (Company Plan), which as of December 31, 2009, covered substantially all employees. The benefits to be paid under the Company Plan are based on years of credited service through December 31, 2009, and ongoing interest credits. Effective January 1, 2010, the Company Plan was closed to new participants. The Company's policy is to fund the Company Plan with at least the minimum amount required by applicable regulations.

The Company maintains a second, unfunded, non-contributory, non-qualified defined benefit retirement plan (PEP), which as of December 31, 2009, covered substantially all of its senior management group. The PEP supplements the Company Plan and was closed to new participants effective January 1, 2010.

The effect on operations for the Company Plan and the PEP is summarized as follows:

	Three Months Ended March 31,	
	2019	2018
Service cost for administrative expenses	$ 1.0	$ 1.4
Interest cost on benefit obligation	3.5	3.3
Expected return on plan assets	(3.8)	(4.1)
Net amortization and deferral	2.6	2.8
Defined benefit plan costs	$ 3.3	$ 3.4

During the three months ended March 31, 2019, the Company made no contributions to the Company Plan.

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In addition to the PEP, as a result of the Covance acquisition, the Company also has a frozen non-qualified Supplemental Executive Retirement Plan (SERP). The SERP, which is not funded, is intended to provide retirement benefits for certain executive officers of the Company who were formerly employees of Covance. Benefit amounts are based upon years of service and compensation of the participating employees. As of December 31, 2018, the SERP was combined with the PEP.

As a result of the Covance acquisition, the Company sponsors two defined benefit pension plans for the benefit of its employees at two U.K. subsidiaries (U.K. Plans) and one defined benefit pension plan for the benefit of its employees at a German subsidiary (German Plan), all of which are legacy plans of previously acquired companies. Benefit amounts for all three plans are based upon years of service and compensation. The German plan is unfunded while the U.K. pension plans are funded. The Company's funding policy has been to contribute annually amounts at least equal to the local statutory funding requirements.

	U.K. Plans	
	Three Months Ended March 31,	
	2019	2018
Service cost for administrative expenses	$ 0.8	$ 0.9
Interest cost on benefit obligation	1.9	1.9
Expected return on plan assets	(2.8)	(3.2)
Defined benefit plan costs	$ (0.1)	$ (0.4)

	U.K. Plans	
	Three Months Ended March 31,	
	2019	2018
Assumptions used to determine defined benefit plan cost		
Discount rate	2.9%	2.5%
Expected return on assets	4.5%	4.5%
Salary increases	3.6%	3.6%

	German Plan	
	Three Months Ended March 31,	
	2019	2018
Service cost for administrative expenses	$ 0.3	$ 0.3
Interest cost on benefit obligation	0.1	0.2
Defined benefit plan costs	$ 0.4	$ 0.5
Assumptions used to determine defined benefit plan cost		
Discount rate	1.9%	1.7%
Expected return on assets	N/A	N/A
Salary increases	2.0%	2.0%

13. FAIR VALUE MEASUREMENTS

The Company's population of financial assets and liabilities subject to fair value measurements as of March 31, 2019, and December 31, 2018, is as follows:

	Balance Sheet Classification	Fair Value as of March 31, 2019	Fair Value Measurements as of March 31, 2019 Using Fair Value Hierarchy		
			Level 1	Level 2	Level 3
Noncontrolling interest put	Noncontrolling interest	$ 15.4	$ —	$ 15.4	$ —
Cross currency swap asset	Other assets, net	9.0	—	9.0	—
Interest rate swap	Other liabilities	0.6	—	0.6	—
Cash surrender value of life insurance policies	Other assets, net	71.0	—	71.0	—
Deferred compensation liability	Other liabilities	71.6	—	71.6	—
Contingent consideration	Other liabilities	18.6	—	—	18.6

(dollars and shares in millions, except per share data)

	Balance Sheet Classification	Fair Value as of December 31, 2018	Fair Value Measurements as of December 31, 2018 Using Fair Value Hierarchy		
			Level 1	Level 2	Level 3
Noncontrolling interest put	Noncontrolling interest	$ 15.0	$ —	$ 15.0	$ —
Cross currency swap liability	Other liabilities	2.8	—	2.8	—
Interest rate swap	Other liabilities	3.1	—	3.1	—
Cash surrender value of life insurance policies	Other assets, net	63.5	—	63.5	—
Deferred compensation liability	Other liabilities	64.2	—	64.2	—
Contingent consideration	Other liabilities	18.6	—	—	18.6

Fair Value Measurement of Level 3 Assets	Contingent Consideration
Balance at December 31, 2017	$ 16.5
Addition	2.1
Balance at December 31, 2018	18.6
Addition/Reduction	—
Balance at March 31, 2019	$ 18.6

The Company has a noncontrolling interest put related to its Ontario subsidiary that has been classified as mezzanine equity in the Company’s condensed consolidated balance sheets. The noncontrolling interest put is valued at its contractually determined value, which approximates fair value.

The Company offers certain employees the opportunity to participate in an employee-funded deferred compensation plan (DCP). A participant's deferrals are allocated by the participant to one or more of 22 measurement funds, which are indexed to externally managed funds. From time to time, to offset the cost of the growth in the participant's investment accounts, the Company purchases life insurance policies, with the Company named as beneficiary of the policies. Changes in the cash surrender value of these policies are based upon earnings and changes in the value of the underlying investments, which are typically invested in a manner similar to the participants' allocations. Changes in the fair value of the DCP obligation are derived using quoted prices in active markets based on the market price per unit multiplied by the number of units. The cash surrender value and the DCP obligations are classified within Level 2 because their inputs are derived principally from observable market data by correlation to the hypothetical investments.

The Company has contingent accrued earn-out business acquisition consideration liabilities which were recorded at fair value on the acquisition date and are remeasured quarterly based on the then assessed fair value and adjusted if necessary. The increases or decreases in the fair value of contingent consideration payable can result from changes in anticipated revenue levels and changes in assumed discount periods and rates. As the fair value measure is based on significant inputs that are not observable in the market, they are categorized as Level 3.

The carrying amounts of cash and cash equivalents, accounts receivable, income taxes receivable, and accounts payable are considered to be representative of their respective fair values due to their short-term nature. The fair market value of the zero-coupon subordinated notes, based on market pricing, was approximately $1.8 and $16.9 as of March 31, 2019, and December 31, 2018, respectively. The fair market value of all of the senior notes, based on market pricing, was approximately $5,508.6 and $5,318.0 as of March 31, 2019, and December 31, 2018, respectively. The Company's note and debt instruments are classified as Level 2 instruments, as the fair market values of these instruments are determined using other observable inputs.

14. DERIVATIVE INSTRUMENTS AND HEDGING ACTIVITIES

The Company addresses its exposure to market risks, principally the market risk associated with changes in interest rates and foreign currency exchange rates, through a controlled program of risk management that includes, from time to time, the use of derivative financial instruments such as interest rate and cross currency swap agreements (see Interest Rate Swap and Cross Currency Swap sections below). Although the Company’s zero-coupon subordinated notes contain features that are considered to be embedded derivative instruments (see Embedded Derivatives Related to the Zero-Coupon Subordinated Notes section below), the Company does not hold or issue derivative financial instruments for trading purposes. The derivative financial instrument contracts are with major investment grade financial institutions and the Company does not anticipate any material non-performance by any of the counterparties. The Company does not believe that its exposure to market risk is material to the Company’s financial position or results of operations.

(dollars and shares in millions, except per share data)

Interest Rate Swap

The Company is party to two fixed-to-variable interest rate swap agreements for its 4.625% senior notes due 2020 with an aggregate notional amount of $600.0 and variable interest rates based on one-month LIBOR plus 2.298% to hedge against changes in the fair value of a portion of the Company's long term debt. These derivative financial instruments are accounted for as fair value hedges of the senior notes due 2020. These interest rate swaps are included in other long-term assets or other long-term liabilities, as applicable, and added to or subtracted from the value of the senior notes, with an aggregate fair value of $0.6 (liability) and $3.1 (liability) at March 31, 2019, and December 31, 2018, respectively. As the specific terms and notional amounts of the derivative financial instruments match those of the fixed-rate debt being hedged, the derivative instruments are assumed to be perfectly effective hedges and accordingly, there is no impact to the Company's Condensed Consolidated Statements of Operations.

	Carrying amount of hedged liabilities as of		Cumulative Amount of Fair Value Hedging Adjustment Included in the Carrying Amount of the Hedged Liabilities as of	
	March 31, 2019	December 31, 2018	March 31, 2019	December 31, 2018
Balance Sheet Line Item in which Hedged Items are Included				
Long-term debt, less current portion	$ 599.4	$ 597.0	$ (0.6)	$ (3.1)

Cross Currency Swap

During the fourth quarter of 2018, the Company entered into six U.S. Dollar to Swiss Franc cross-currency swap agreements with an aggregate notional value of $600.0 and which are accounted for as a hedge against its net investment in a Swiss subsidiary. Of the notional value, $300.0 matures in 2022 and $300.0 matures in 2025. These cross currency swaps maturing in 2022 and 2025 are included in other long-term assets with an aggregate fair value of $4.6 and $4.4, respectively, as of March 31, 2019 and are included in other long-term liabilities with an aggregate fair value of $(1.0) and $(1.8)), respectively, as of December 31, 2018. Changes in the fair value of the cross-currency swaps are charged or credited through accumulated other comprehensive income in the Condensed Consolidated Balance Sheet until the hedged item is recognized in earnings. The cumulative amount of the fair value hedging adjustment included in the current value of the cross currency swaps is $12.8 for the three months ended March 31, 2019, and was recognized as currency translation within the Condensed Consolidated Statement of Comprehensive Earnings. There were no amounts reclassified from the Condensed Consolidated Statement of Comprehensive Earnings to the Condensed Consolidated Statement of Operations during the three months ended March 31, 2019.

The table below presents the fair value of derivatives on a gross basis and the balance sheet classification of those instruments:

		March 31, 2019			December 31, 2018		
		Fair Value of Derivative			Fair Value of Derivative		
	Balance Sheet Caption	Asset	Liability	U.S. Dollar Notional	Asset	Liability	U.S. Dollar Notional
<u>Derivatives Designated as Hedging Instruments</u>							
Interest rate swap	Other liabilities	—	(0.6)	600.0	—	(3.1)	600.0
Cross currency swaps	Other assets, net or Other liabilities	9.0	—	600.0	—	(2.8)	600.0

The table below provides information regarding the location and amount of pretax (gains) losses of derivatives designated in fair value hedging relationships:

	Amount of pre-tax gain/(loss) included in other comprehensive income		Amounts reclassified to the Statement of Operations	
	Three Months Ended March 31,		Three Months Ended March 31,	
	2019	2018	2019	2018
Interest rate swap contracts	$ 2.5	$ 0.3	$ —	$ —
Cross currency swaps	$ 11.5	$ (0.1)	$ —	$ —

No gains or losses from derivative instruments classified as hedging instruments have been recognized into income for the three months ended March 31, 2019 and 2018.

(dollars and shares in millions, except per share data)

Embedded Derivatives Related to the Zero-Coupon Subordinated Notes

The Company's zero-coupon subordinated notes contain the following two features that are considered to be embedded derivative instruments under authoritative guidance in connection with accounting for derivative instruments and hedging activities:

1) The Company will pay contingent cash interest on the zero-coupon subordinated notes after September 11, 2006, if the average market price of the notes equals 120% or more of the sum of the issue price, accrued original issue discount and contingent additional principal, if any, for a specified measurement period.

2) Holders may surrender zero-coupon subordinated notes for conversion during any period in which the rating assigned to the zero-coupon subordinated notes by Standard & Poor's Ratings Services is BB- or lower.

The Company believes these embedded derivatives had no fair value at March 31, 2019, and December 31, 2018. These embedded derivatives also had no impact on the Condensed Consolidated Statements of Operations for the three months ended March 31, 2019, and 2018.

Other Derivative Instruments

The Company periodically enters into foreign currency forward contracts, which are recognized as assets or liabilities at their fair value. These contracts do not qualify for hedge accounting and the changes in fair value are recorded directly to earnings. The contracts are short-term in nature and the fair value of these contracts is based on market prices for comparable contracts. The fair value of these contracts is not significant as of March 31, 2019, and December 31, 2018.

15. SUPPLEMENTAL CASH FLOW INFORMATION

	Three Months Ended March 31,	
	2019	2018
Supplemental schedule of cash flow information:		
Cash paid during period for:		
Interest	$ 99.7	$ 96.9
Income taxes, net of refunds	(2.2)	24.6
Disclosure of non-cash financing and investing activities:		
Conversion of zero-coupon convertible debt	7.3	—
Change in accrued property, plant and equipment	(12.1)	1.2

16. BUSINESS SEGMENT INFORMATION

The following table is a summary of segment information for the three months ended March 31, 2019, and 2018. The management approach has been used to present the following segment information. This approach is based upon the way the management of the Company organizes its business unit operations for making operating decisions and assessing performance. Financial information is reported on the basis that it is used internally by the chief operating decision maker (CODM) for evaluating segment performance and deciding how to allocate resources to segments. The Company's chief executive officer has been identified as the CODM.

Segment asset information is not presented because it is not used by the CODM at the segment level. Operating earnings of each segment represents net revenues less directly identifiable expenses to arrive at operating income for the segment. General management and administrative corporate expenses are included in general corporate expenses below. The table below represents information about the Company's reporting segments for the three months ended March 31, 2019, and 2018:

(dollars and shares in millions, except per share data)

	Three Months Ended March 31,	
	2019	2018
Revenues:		
LCD	$ 1,722.0	$ 1,770.2
CDD	1,074.7	1,078.5
Intercompany eliminations	(5.5)	(0.4)
Revenues	2,791.2	2,848.3
Operating earnings:		
LCD	268.3	303.4
CDD	88.0	38.6
Unallocated corporate expenses	(38.1)	(36.6)
Total operating income	318.2	305.4
Other income (expense), net	(63.5)	(63.9)
Earnings before income taxes	254.7	241.5
Provision for income taxes	68.8	69.0
Net earnings	185.9	172.5
Less (earnings) loss attributable to noncontrolling interests	(0.3)	0.7
Net income attributable to Laboratory Corporation of America Holdings	$ 185.6	$ 173.2

17. SUBSEQUENT EVENT

On April 17, 2019, the Company announced that it will acquire Envigo International Holdings, Inc.'s (Envigo) nonclinical research services business, thus expanding CDD's global nonclinical drug development capabilities, and Envigo's Research Models Services business will acquire the Covance Research Products business. The transaction will result in net implied cash consideration to be paid by the Company of $485.0 and is expected to close within the second quarter. The Company will pay Envigo $595.0 in cash and will receive a note receivable of $110.0.

ITEM 2. MANAGEMENT'S DISCUSSION AND ANALYSIS OF FINANCIAL CONDITION AND RESULTS OF OPERATIONS

FORWARD-LOOKING STATEMENTS

Laboratory Corporation of America® Holdings together with its subsidiaries (the Company) has made in this report, and from time to time may otherwise make in its public filings, press releases and discussions by Company management, forward-looking statements concerning the Company's operations, performance and financial condition, as well as its strategic objectives. Some of these forward-looking statements can be identified by the use of forward-looking words such as "believes", "expects", "may", "will", "should", "seeks", "approximately", "intends", "plans", "estimates", or "anticipates" or the negative of those words or other comparable terminology. Such forward-looking statements are subject to various risks and uncertainties and the Company claims the protection afforded by the safe harbor for forward-looking statements contained in the Private Securities Litigation Reform Act of 1995. Actual results could differ materially from those currently anticipated due to a number of factors in addition to those discussed elsewhere herein and in the Company's other public filings, press releases and discussion with Company management, including:

1. changes in government and third-party payer regulations, reimbursement, or coverage policies or other future reforms in the healthcare system (or in the interpretation of current regulations), new insurance or payment systems, including state, regional or private insurance cooperatives (e.g., health insurance exchanges) affecting governmental and third-party coverage or reimbursement for commercial laboratory testing, including the impact of the Protecting Access to Medicare Act of 2014 (PAMA);
2. significant monetary damages, fines, penalties, assessments, refunds, repayments, damage to the Company's reputation, unanticipated compliance expenditures, and/or exclusion or disbarment from or ineligibility to participate in government programs, among other adverse consequences, arising from enforcement of anti-fraud and abuse laws and other laws applicable to the Company in jurisdictions in which the Company conducts business;
3. significant fines, penalties, costs, unanticipated compliance expenditures and/or damage to the Company's reputation arising from the failure to comply with applicable privacy and security laws and regulations, including the Health Insurance Portability and Accountability Act of 1996, the Health Information Technology for Economic and Clinical Health Act, the European Union's General Data Protection Regulation and similar laws and regulations in jurisdictions in which the Company conducts business;
4. loss or suspension of a license or imposition of a fine or penalties under, or future changes in, or interpretations of applicable licensing laws or regulations regarding the operation of clinical laboratories and the delivery of clinical laboratory test results, including, but not limited to, the U.S. Clinical Laboratory Improvement Act of 1967 and the Clinical Laboratory Improvement Amendments of 1988 and similar laws and regulations in jurisdictions in which the Company conducts business;
5. penalties or loss of license arising from the failure to comply with applicable occupational and workplace safety laws and regulations, including the U.S. Occupational Safety and Health Administration requirements and the U.S. Needlestick Safety and Prevention Act and similar laws and regulations in jurisdictions in which the Company conducts business;
6. fines, unanticipated compliance expenditures, suspension of manufacturing, enforcement actions, damage to the Company's reputation, injunctions, or criminal prosecution arising from failure to maintain compliance with current good manufacturing practice regulations and similar requirements of various regulatory agencies in jurisdictions in which the Company conducts business;
7. sanctions or other remedies, including fines, unanticipated compliance expenditures, enforcement actions, injunctions or criminal prosecution arising from failure to comply with the Animal Welfare Act or applicable national, state and local laws and regulations in jurisdictions in which the Company conducts business;
8. changes in testing guidelines or recommendations by government agencies, medical specialty societies and other authoritative bodies affecting the utilization of laboratory tests;
9. changes in applicable government regulations or policies affecting the approval, availability of, and the selling and marketing of diagnostic tests, drug development, or the conduct of drug development and medical device and diagnostic studies and trials, including regulations and policies of the U.S. Food and Drug Administration, the U.S. Department of Agriculture, the Medicine and Healthcare products Regulatory Agency in the United Kingdom (U.K.), the State Drug Administration in China (formerly the China Food and Drug Administration), the Pharmaceutical and Medical Devices Agency in Japan, the European Medicines Agency and similar regulations and policies of agencies in jurisdictions in which the Company conducts business;

10. changes in government regulations or reimbursement pertaining to the biopharmaceutical and medical device and diagnostic industries, changes in reimbursement of biopharmaceutical products or reduced spending on research and development by biopharmaceutical customers;

11. liabilities that result from the failure to comply with corporate governance requirements;

12. increased competition, including price competition, potential reduction in rates in response to price transparency and consumerism, competitive bidding and/or changes or reductions to fee schedules and competition from companies that do not comply with existing laws or regulations or otherwise disregard compliance standards in the industry;

13. changes in payer mix or payment structure, including insurance carrier participation in health insurance exchanges, an increase in capitated reimbursement mechanisms, the impact of a shift to consumer-driven health plans or plans carrying an increased level of member cost-sharing, and adverse changes in payer reimbursement or payer coverage policies (implemented directly or through a third-party utilization management organization) related to specific diagnostic tests, categories of testing or testing methodologies;

14. failure to retain or attract managed care organization (MCO) business as a result of changes in business models, including new risk-based or network approaches, out-sourced Laboratory Network Management or Utilization Management companies, or other changes in strategy or business models by MCOs;

15. failure to obtain and retain new customers, an unfavorable change in the mix of testing services ordered, or a reduction in tests ordered, specimens submitted or services requested by existing customers;

16. difficulty in maintaining relationships with customers or retaining key employees as a result of uncertainty surrounding the integration of acquisitions and the resulting negative effects on the business of the Company;

17. consolidation and convergence of MCOs, biopharmaceutical companies, health systems, large physician organizations and other customers, potentially causing material shifts in insourcing, utilization, pricing and reimbursement, including full and partial risk-based models;

18. failure to effectively develop and deploy new systems, system modifications or enhancements required in response to evolving market and business needs;

19. customers choosing to insource services that are or could be purchased from the Company;

20. failure to identify, successfully close and effectively integrate and/or manage acquisitions of new businesses;

21. inability to achieve the expected benefits and synergies of newly-acquired businesses, including due to items not discovered in the due-diligence process, and the impact on the Company's cash position, levels of indebtedness and stock price;

22. termination, loss, delay, reduction in scope or increased costs of contracts, including large contracts and multiple contracts;

23. liability arising from errors or omissions in the performance of testing services, contract research services or other contractual arrangements;

24. changes or disruption in services or supplies provided by third parties, including transportation;

25. damage or disruption to the Company's facilities;

26. damage to the Company's reputation, loss of business, or other harm from acts of animal rights activists or potential harm and/or liability arising from animal research activities or the provision of animal research products;

27. adverse results in litigation matters;

28. inability to attract and retain experienced and qualified personnel;

29. failure to develop or acquire licenses for new or improved technologies, such as point-of-care testing, mobile health technologies, and digital pathology, or potential use of new technologies by customers and/or consumers to perform their own tests;

30. substantial costs arising from the inability to commercialize newly licensed tests or technologies or to obtain appropriate coverage or reimbursement for such tests;

31. failure to obtain, maintain and enforce intellectual property rights for protection of the Company's products and services and defend against challenges to those rights;

32. scope, validity and enforceability of patents and other proprietary rights held by third parties that may impact the Company's ability to develop, perform, or market the Company's products or services or operate its business;

33. business interruption or other impact on the business due to adverse weather, fires and/or other natural disasters, acts of war, terrorism or other criminal acts, and/or widespread outbreak of influenza or other pandemic illness;

34. discontinuation or recalls of existing testing products;

35. a failure in the Company's information technology systems, including with respect to testing turnaround time and billing processes, or the failure to maintain the security of business information or systems or to protect against cybersecurity attacks such as denial of service attacks, malware, ransomware and computer viruses, or delays or failures in the development and implementation of the Company’s automation platforms, any of which could result in a negative effect on the Company’s performance of services, a loss of business or increased costs, damages to the Company’s reputation, significant litigation exposure, an inability to meet required financial reporting deadlines, or the failure to meet future regulatory or customer information technology, data security and connectivity requirements;

36. business interruption, increased costs, and other adverse effects on the Company's operations due to the unionization of employees, union strikes, work stoppages, general labor unrest or failure to comply with labor or employment laws;

37. failure to maintain the Company's days sales outstanding levels, cash collections (in light of increasing levels of patient responsibility), profitability and/or reimbursement arising from unfavorable changes in third-party payer policies, payment delays introduced by third party benefit management organizations and increasing levels of patient payment responsibility;

38. impact on the Company's revenue, cash collections and the availability of credit for general liquidity or other financing needs arising from a significant deterioration in the economy or financial markets or in the Company's credit ratings by Standard &Poor's and/or Moody's;

39. failure to maintain the expected capital structure for the Company, including failure to maintain the Company's investment grade rating;

40. changes in reimbursement by foreign governments and foreign currency fluctuations;

41. inability to obtain certain billing information from physicians, resulting in increased costs and complexity, a temporary disruption in receipts and ongoing reductions in reimbursements and net revenues;

42. expenses and risks associated with international operations, including, but not limited to, compliance with the U.S. Foreign Corrupt Practices Act, the U.K. Bribery Act, other applicable anti-corruption laws and regulations, trade sanction laws and regulations, and economic, political, legal and other operational risks associated with foreign jurisdictions;

43. failure to achieve expected efficiencies and savings in connection with the Company's business process improvement initiatives;

44. changes in tax laws and regulations or changes in their interpretation, including the Tax Cuts and Jobs Act (TCJA); and

45. global economic conditions and government and regulatory changes, including, but not limited to the U.K.'s announced intention to exit from the European Union.

GENERAL (dollars in millions, except per share data)

During the three months ended March 31, 2019, revenue was $2,791.2, a decrease of 2.0% from $2,848.3 in the first quarter of 2018. The decline in revenue was primarily due to the negative impacts from the disposition of businesses of 1.8%, the implementation of PAMA of 1.0% and foreign currency translation of approximately 90 basis points, partially offset by organic growth of 1.2% and acquisitions of 0.5%.

Effective January 1, 2019, the Company adopted Accounting Standards Codification (ASC) 842 *Leases* using the effective date method. The Company elected the package of practical expedients, which includes not reassessing whether existing contracts contain leases under the new definition of a lease, reassessing the classification of existing leases, and reassessing whether previously capitalized initial direct costs qualify for capitalization under the new standard. The Company also elected not to separate lease and non-lease components. The adoption of this standard resulted in the recording of $770.0 of additional operating lease liabilities as of March 31, 2019.

On April 17, 2019, the Company announced that it will acquire Envigo International Holdings, Inc. (Envigo) nonclinical research services business, thus expanding CDD's global nonclinical drug development capabilities, and Envigo's Research Models Services business will acquire the Covance Research Products business. The transaction will result in net implied cash consideration to be paid by the Company of $485.0 and is expected to close within the second quarter. The Company will pay Envigo $595.0 in cash and will receive a note receivable of $110.0. The net impact of the proposed transactions will be an incremental $156.0 in revenues on a pro forma 2018 basis. The proposed transactions are expected to meet the Company's financial criteria of earnings and cash accretion in year one and exceed the cost of capital by year three.

The Company remains on track to deliver $150.0 of net savings from CDD's three-year LaunchPad initiative by the end of 2020, and $30.0 of cost synergies from the integration of Chiltern by the end of 2019. The Company expects phase II of LCD’s LaunchPad initiative to deliver approximately $200.0 in net savings over the next three years, while incurring approximately $40.0 in one-time implementation costs. Approximately one-third of the total savings are expected to be realized each year.

PAMA which became law on April 1, 2014, and went into effect on January 1, 2018, resulted in a net reduction of revenue of approximately $70.0 in 2018 from all payers affected by the Clinical Lab Fee Schedule. Unless further implementation of PAMA is delayed or changed, an additional reduction of approximately $115.0 is expected for 2019, from all payers affected by the Clinical Lab Fee Schedule.

RESULTS OF OPERATIONS (dollars in millions)

Three months ended March 31, 2019, compared with three months ended March 31, 2018

Revenues

	Three Months Ended March 31,		
	2019	2018	Change
LCD	$ 1,722.0	$ 1,770.2	(2.7)%
CDD	1,074.7	1,078.5	(0.4)%
Intercompany eliminations	(5.5)	(0.4)	1,275.0 %
Total	$ 2,791.2	$ 2,848.3	(2.0)%

The decrease in revenues for the three months ended March 31, 2019, as compared with the corresponding period in 2018 was (2.0)%. The decline in revenue was primarily due to the negative impacts from the disposition of businesses of 1.8%, the implementation of PAMA of 1.0% and foreign currency translation of approximately 90 basis points, partially offset by organic growth of 1.2% and acquisitions of 0.5%.

Revenue for the quarter was $1,722.0, a decrease of (2.7%) compared to revenues of $1,770.2 in the first quarter of 2018. The decrease in revenues was primarily driven by the negative impact from disposition of businesses of (2.9%) and foreign currency translation of (0.3%), partially offset by organic revenue growth of 0.4%. Excluding the negative impact from PAMA of 1.5%, organic revenue for the quarter would have increased by 1.9%.

CDD revenues for the first quarter were $1,074.7, a decrease of (0.4%) over revenues of $1,078.5 in the first quarter of 2018. The decrease was primarily from foreign currency translation of (2.1%) partially offset by 1.2% due to acquisitions and 0.5% of organic growth.

Cost of Revenues

	Three Months Ended March 31,		
	2019	2018	Change
Cost of revenues	$ 2,001.5	$ 2,069.3	(3.3)%
Cost of revenues as a % of revenues	71.7%	72.7%	

Cost of revenues decreased (3.3)% during the three months ended March 31, 2019, as compared with the corresponding period in 2018. Cost of revenues as a percentage of revenues during the three months ended March 31, 2019, decreased to 71.7% as compared to 72.7% in the corresponding period in 2018. The decrease is primarily due to the 2018 payment of a special one-time bonus of $31.0 ($24.8 of which was recorded in cost of revenues) to non-bonus eligible employees in recognition of the benefits the Company received from the passage of the TCJA.

Selling, General and Administrative Expenses

	Three Months Ended March 31,		
	2019	2018	Change
Selling, general and administrative expenses	$ 393.8	$ 397.0	(0.8)%
Selling, general and administrative expenses as a % of revenues	14.1%	13.9%	

Selling, general and administrative expenses as a percentage of revenues increased to 14.1% during the three months ended March 31, 2019, as compared to 13.9% during the corresponding period in 2018, partially due to the decreased revenue from the implementation of PAMA.

During the three months ended March 31, 2019, the Company incurred $11.1 of acquisition and divestiture related costs, $1.4 in consulting expenses relating to fees incurred as part of its integration and management transition cost and $0.6 in costs related to the previous ransomware attack. In addition, the Company recorded $2.4 of non-capitalized costs associated with the implementation of a major system as part of its LaunchPad business process improvement initiative. These items increased selling, general and administrative expenses by $15.5.

During the three months ended March 31, 2018, the Company incurred integration and other related costs of $18.0 primarily relating to the Chiltern acquisition. In addition, the Company incurred $3.1 in consulting expenses relating to fees incurred as part of its integration and management transition costs. During the quarter, the Company paid a special one-time bonus of $31.0 ($6.2 of which was recorded in selling, general and administrative expenses) to non-bonus eligible employees in recognition of the benefits the Company received from the passage of the TCJA. In addition, the Company incurred $1.7 of non-capitalized costs associated with the implementation of a major system as part of its LaunchPad business process improvement initiative. These items increased selling, general and administrative expenses by $29.0 in the first quarter of 2018.

Excluding these charges, selling, general and administrative expenses as a percentage of revenues were 13.6% and 12.9% during the three months ended March 31, 2019, and 2018, respectively.

The increase in selling, general and administrative expenses as a percentage of revenues, excluding these charges, is primarily due to the integration of acquisitions. Selling, general and administrative expenses in the quarter were negatively impacted by 80 basis points due to currency fluctuations.

Amortization of Intangibles and Other Assets

	Three Months Ended March 31,		
	2019	2018	Change
LCD	$ 24.7	$ 30.2	(18.2)%
CDD	32.4	32.1	0.9 %
Total amortization of intangibles and other assets	$ 57.1	$ 62.3	(8.3)%

The decrease in amortization of intangibles and other assets primarily reflects the impact of acquisitions occurring after March 31, 2018, offset by the reduction of amortizable intangible assets pursuant to the divestiture of three LCD businesses in 2018.

Restructuring and Other Special Charges

	Three Months Ended March 31,		
	2019	2018	Change
Restructuring and other special charges	$ 20.6	$ 14.3	44.1%

During the three months ended March 31, 2019, the Company recorded net restructuring and other special charges of $20.6: $13.1 within LCD and $7.5 within CDD. The charges were comprised of $16.8 related to severance and other personnel costs along with $3.3 in costs associated with facility closures, impairment of operating lease right-of-use assets and general integration initiatives. The charges were increased by the adjustment of previously established reserves of $0.5 in facility reserves.

During the first three months of 2018, the Company recorded net restructuring and other special charges of $14.3: $3.6 within LCD and $10.7 within CDD. The charges were comprised of $11.3 related to severance and other personnel costs along with $1.2 in costs associated with facility closures and general integration initiatives and $2.3 in impairment to land held for sale. The charges were offset by the reversal of previously established reserves of $0.5, primarily in unused facility reserves.

Interest Expense

	Three Months Ended March 31,		
	2019	2018	Change
Interest expense	$ (56.7)	(63.5)	(10.7)%

The decrease in interest expense for the three months ended March 31, 2019, as compared with the corresponding period in 2018, is primarily due to the repayment of the 2.50% senior notes in 2018, the repayment of the 2014 term loan, partial repayment of the 2017 term loan and a reduced level of borrowing on the revolving credit facility.

Equity Method Income

	Three Months Ended March 31,		
	2019	2018	Change
Equity method income	$ 3.0	$ 2.5	20.0%

Equity method income represents the Company's ownership share in joint venture partnerships along with equity investments in other companies in the health care industry. All of these partnerships and investments reside within LCD. The increase in income for the three months ended March 31, 2019, as compared with the corresponding period in 2018, was primarily due to increased profitability of the Company's joint ventures.

Other, net

	Three Months Ended March 31,		
	2019	2018	Change
Other, net	$ (10.4)	$ (3.5)	197.1%

The change in other, net for the three months ended March 31, 2019, is primarily due to a larger investment loss during the three months ended March 31, 2019 than the comparable period in 2018. Foreign currency transaction losses were $4.7 and $2.0, respectively for the 2019 and 2018 periods presented.

Income Tax Expense

	Three Months Ended March 31,		
	2019	2018	Change
Income tax expense	$ 68.8	$ 69.0	(0.3%)
Income tax expense as a % of earnings before income taxes	27.0%	28.6%	

The 2019 tax rate was favorable to 2018 primarily due to the Company recording additional tax expense in 2018 related to the TCJA. This was partially offset by a lower stock compensation benefit in the first quarter of 2019 as compared to the first quarter of 2018. The Company's 2019 and 2018 tax rates were favorably impacted by foreign earnings taxed at lower rates than the U.S. statutory tax rate.

The Company considers substantially all of its foreign earnings to be permanently reinvested overseas.

Operating Income by Segment

	Three Months Ended March 31,		
	2019	2018	Change
LCD operating income	$ 268.3	$ 303.4	(11.6%)
LCD operating margin	15.6%	17.1%	(1.5%)
CDD operating income	88.0	38.6	128.0%
CDD operating margin	8.2%	3.6%	4.6%
General corporate expenses	(38.1)	(36.6)	4.1%
Total operating income	$ 318.2	$ 305.4	4.2%

LCD operating income was $268.3 for the three months ended March 31, 2019, a decrease of (11.6%) over operating income of $303.4 in the corresponding period of 2018, and LCD operating margin decreased 150 basis points year-over-year. The decline in operating income and margin were primarily due to the impact from PAMA of approximately $27.0 or 120 basis points, disposition of businesses, personnel costs, and cybersecurity expenses, partially offset by LaunchPad initiatives. The Company remains on track to deliver approximately $200.0 of net savings from its three-year, phase II of LabCorp Diagnostics' LaunchPad initiative by the end of 2021.

CDD operating income was $88.0 for the three months ended March 31, 2019, an increase of 128.0% over operating income of $38.6 in the corresponding period of 2018, and CDD operating margin increased 460 basis points year-over-year. The increase in operating income and margin were primarily due to organic demand, LaunchPad savings, acquisitions and currency translation, partially offset by personnel costs. The Company is on track to deliver $150.0 of net savings from its three-year CDD LaunchPad initiative by the end of 2020, and $30.0 of cost synergies from the integration of Chiltern by the end of 2019.

General corporate expenses are comprised primarily of administrative services such as executive management, human resources, legal, finance, corporate affairs, and information technology. Corporate expenses were $38.1 for the three months ended March 31, 2019, an increase of 4.1% over corporate expenses of $36.6 in the corresponding period of 2018. The increase in corporate expenses in 2019 is primarily due to higher personnel costs.

LIQUIDITY AND CAPITAL RESOURCES (dollars and shares in millions)

The Company's ability to generate cash and its financial condition typically have provided ready access to capital markets. The Company's principal source of liquidity is operating cash flow, supplemented by proceeds from debt offerings and availability under its senior unsecured revolving credit facility. The Company's senior unsecured revolving credit facility is further discussed in Note 8 (Debt) to the Company's Unaudited Condensed Consolidated Financial Statements.

During the three months ended March 31, 2019, and 2018, respectively, the Company's cash flows were as follows:

	Three Months Ended March 31,	
	2019	2018
Net cash provided by operating activities	$ 165.8	$ 179.7
Net cash used for investing activities	(140.5)	(74.3)
Net cash used for financing activities	(103.2)	(65.0)
Effect of exchange rate on changes in cash and cash equivalents	(0.1)	4.7
Net change in cash and cash equivalents	$ (78.0)	$ 45.1

Cash and Cash Equivalents

Cash and cash equivalents at March 31, 2019 and 2018, totaled $348.8 and $361.8, respectively. Cash and cash equivalents consist of highly liquid instruments, such as time deposits, commercial paper, and other money market investments, substantially all of which have original maturities of three months or less.

Operating Activities

During the three months ended March 31, 2019, the Company's operations provided $165.8 of cash as compared to $179.7 during the same period in 2018. The $13.9 decrease in cash provided from operations in 2019 as compared with the corresponding 2018 period is primarily due to lower cash earnings partially offset by favorable working capital.

Investing Activities

Net cash used for investing activities for the three months ended March 31, 2019, was $140.5 as compared to net cash used for investing activities of $74.3 for the three months ended March 31, 2018. The change in cash used for investing activities was primarily due to more business acquisitions during the three months ended March 31, 2019. Capital expenditures were $94.2 and $72.5 for the three months ended March 31, 2019, and 2018, respectively. The Company expects capital expenditures in 2019 to be approximately 4.0% of revenues primarily in connection with projects to support growth in the Company's core businesses, including projects related to LaunchPad. The Company intends to continue to pursue acquisitions to fund growth and make important investments in its business, including in information technology, to improve efficiency and enable the execution of the Company's strategic vision. Such expenditures are expected to be funded by cash flow from operations, as well as borrowings under the Company's revolving credit facility or any successor facility, as needed.

Financing Activities

Net cash used for financing activities for the three months ended March 31, 2019, was $103.2 compared to net cash used for financing activities of $65.0 for the three months ended March 31, 2018. The change in the cash used for financing activities for three months ended March 31, 2019, as compared to 2018, was primarily the result of debt proceeds greater than payments during the first quarter of 2018 and increased share repurchases during the first quarter of 2019.

On September 15, 2017, the Company entered into a new $750.0 term loan. The 2017 term loan facility will mature on September 15, 2022. The 2017 term loan balance was $527.0 and $527.0 at March 31, 2019, and December 31, 2018, respectively.

On September 15, 2017, the Company also entered into an amendment and restatement of its existing senior unsecured revolving credit facility, which was originally entered into on December 21, 2011, amended and restated December 19, 2014, and further amended on July 13, 2016. The senior revolving credit facility consists of a five-year revolving facility in the principal amount of up to $1,000.0, with the option of increasing the facility by up to an additional $350.0, subject to the agreement of one or more new or existing lenders to provide such additional amounts and certain other customary conditions. The revolving credit facility also provides for a subfacility of up to $100.0 for swing line borrowings and a subfacility of up to $150.0 for issuances of letters of credit. The revolving credit facility is permitted to be used for general corporate purposes, including working capital, capital expenditures, funding of share repurchases and certain other payments, and acquisitions and other investments. The Company had no outstanding balances on its revolving credit facility at March 31, 2019, or December 31, 2018.

Under the Company's term loan credit facilities and the revolving credit facility, the Company is subject to negative covenants limiting subsidiary indebtedness and certain other covenants typical for investment grade-rated borrowers and the Company is required to maintain certain leverage ratios. The Company was in compliance with all covenants under the term loan credit facilities and the revolving credit facility at March 31, 2019. As of March 31, 2019, the ratio of total debt to consolidated proforma trailing 12 month EBITDA was 3.0 to 1.0.

As of March 31, 2019, the effective interest rate on the 2017 term loan was 3.62%.

As of March 31, 2019, the Company provided letters of credit aggregating $72.2, primarily in connection with certain insurance programs. Letters of credit provided by the Company are issued under the Company's revolving credit facility and are renewed annually.

During the three months ended March 31, 2019, the Company purchased 0.8 shares of its common stock at a total cost of $100.1. On February 6, 2019, the board of directors replaced the Company's existing share repurchase plan with a new plan authorizing repurchase of up to $1.25 billion of the Company's shares and no shares have been repurchased under this plan. The repurchase authorization has no expiration.

The Company had a $26.2 and $26.7 reserve for unrecognized income tax benefits, including interest and penalties, as of March 31, 2019, and December 31, 2018, respectively. Approximately $5.1 and $6.0 is classified in accrued expenses and other, and approximately $21.1 and $20.7 is classified in deferred income taxes and other tax liabilities in the Company's Condensed Consolidated Balance Sheets.

Zero-coupon Subordinated Notes

On March 11, 2019, the Company announced that for the period from March 11, 2019, to September 10, 2019, the zero-coupon subordinated notes will accrue contingent cash interest at a rate of no less than 0.125% of the average market price of a zero-coupon subordinated note for the five trading days ended August 27, 2019, in addition to the continued accrual of the original issue discount.

During the three months ended March 31, 2019, the Company settled notices to convert $7.7 aggregate principal amount of its zero-coupon subordinated notes with a conversion value of $14.5. The total cash used for these settlements was $7.3. As a result of these conversions, the Company also reversed deferred tax liabilities of $1.7.

On April 1, 2019, the Company announced that its zero-coupon subordinated notes may be converted into cash and common stock at the conversion rate of 13.4108 per $1,000.0 principal amount at maturity of the notes, subject to the terms of the zero-coupon subordinated notes and the Indenture, dated as of October 24, 2006, between the Company and The Bank of New York Mellon, as trustee and the conversion agent. In order to exercise the option to convert all or a portion of the zero-coupon subordinated notes, holders are required to validly surrender their zero-coupon subordinated notes at any time during the calendar quarter beginning April 1, 2019, through the close of business on the last business day of the calendar quarter, which is 5:00 p.m., New York City time, on Friday, June 28, 2019. If notices of conversion are received, the Company plans to settle the cash portion of the conversion obligation with cash on hand and/or borrowings under the revolving credit facility.

Credit Ratings

The Company’s investment grade debt ratings from Moody’s and Standard and Poor’s contribute to its ability to access capital markets.

ITEM 3. Quantitative and Qualitative Disclosures about Market Risk

Market risk is the potential loss arising from adverse changes in market rates and prices, such as foreign currency exchange rates, interest rates and other relevant market rate or price changes. In the ordinary course of business, the Company is exposed to various market risks, including changes in foreign currency exchange and interest rates, and the Company regularly evaluates its exposure to such changes. The Company addresses its exposure to market risks, principally the market risks associated with changes in foreign currency exchange rates and interest rates, through a controlled program of risk management that includes, from time to time, the use of derivative financial instruments such as foreign currency forward contracts and interest rate and cross currency swap agreements. Although, as set forth below, the Company’s zero-coupon subordinated notes contain features that are considered to be embedded derivative instruments, the Company does not hold or issue derivative financial instruments for trading purposes.

Foreign Currency Exchange Rates

Approximately 12.6% of the Company's revenues for the three months ended March 31, 2019, and approximately 13.3% of those for the three months ended March 31, 2018, were denominated in currencies other than the U.S. dollar. The Company's financial statements are reported in U.S. dollars and, accordingly, fluctuations in exchange rates will affect the translation of revenues and expenses denominated in foreign currencies into U.S. dollars for purposes of reporting the Company's consolidated financial results. In the first quarter of 2019 and the year ended December 31, 2018, the most significant currency exchange rate exposures were to the Canadian dollar, Swiss Franc, Euro and British Pound. Excluding the impacts from any outstanding or future hedging transactions, a hypothetical change of 10% in average exchange rates used to translate all foreign currencies to U.S. dollars would have impacted income before income taxes for the three months ended March 31, 2019, by approximately $1.1. Gross accumulated currency translation adjustments recorded as a separate component of shareholders’ equity were $21.6 and $39.4 at March 31, 2019, and 2018, respectively. The Company does not have significant operations in countries in which the economy is considered to be highly-inflationary.

The Company earns revenue from service contracts over a period of several months and, in some cases, over a period of several years. Accordingly, exchange rate fluctuations during this period may affect the Company's profitability with respect to such contracts. The Company is also subject to foreign currency transaction risk for fluctuations in exchange rates during the period of time between the consummation and cash settlement of transactions. The Company limits its foreign currency transaction risk through exchange rate fluctuation provisions stated in some of its contracts with customers, or it may hedge transaction risk with foreign currency forward contracts. At March 31, 2019, the Company had 31 open foreign exchange forward contracts relating to service contracts with various amounts maturing monthly through April 2019 with a notional value totaling approximately $282.7. At December 31, 2018, the Company had 34 open foreign exchange forward contracts relating to service contracts with various amounts maturing monthly through January 2019 with a notional value totaling approximately $487.9.

The Company is party to six U.S. Dollar to Swiss Franc cross currency swap agreements with an aggregate notional amount of $600.0, maturing in 2022 and 2025, as a hedge against the impact of foreign exchange movements on its net investment in a Swiss Franc functional currency subsidiary.

Interest Rates

Some of the Company's debt is subject to interest at variable rates. As a result, fluctuations in interest rates affect the business. The Company attempts to manage interest rate risk and overall borrowing costs through an appropriate mix of fixed and variable rate debt including by the utilization of derivative financial instruments, primarily interest rate swaps.

Borrowings under the Company's term loan credit facility and revolving credit facility are subject to variable interest rates, unless fixed through interest rate swaps or other agreements. As of March 31, 2019, the Company had $527.0 of unhedged variable rate debt from the 2017 term loan credit facility and $0.0 outstanding on its revolving credit facility. As of December 31, 2018, the Company had $527.0 of unhedged variable rate debt from the 2017 term loan credit facility and $0.0 outstanding on its revolving credit facility.

To hedge against changes in the fair value of a portion of the Company's long-term debt, the Company is party to two fixed-to-variable interest rate swap agreements for the 4.625% senior notes due 2020 with an aggregate notional amount of $600.0 and variable interest rates based on one-month LIBOR plus 2.298%.

The Company’s zero-coupon subordinated notes contain the following two features that are considered to be embedded derivative instruments under authoritative guidance in connection with accounting for derivative instruments and hedging activities:

1) The Company will pay contingent cash interest on the zero-coupon subordinated notes after September 11, 2006, if the average market price of the notes equals 120% or more of the sum of the issue price, accrued original issue discount and contingent additional principal, if any, for a specified measurement period.

2) Holders may surrender zero-coupon subordinated notes for conversion during any period in which the rating assigned to the zero-coupon subordinated notes by Standard & Poor’s Ratings Services is BB- or lower.

Each quarter-point increase or decrease in the variable rate would result in the Company's interest expense changing by approximately $2.1 per year for the Company's unhedged variable rate debt.

ITEM 4. Controls and Procedures

Evaluation of Disclosure Controls and Procedures

As of the end of the period covered by this Quarterly Report on Form 10-Q, the Company carried out, under the supervision and with the participation of the Company’s management, including the Company’s principal executive officer and principal financial officer, an evaluation of the effectiveness of the design and operation of the Company’s disclosure controls and procedures (as defined in Rules13a-15(e) and 15d-15(e) under the Securities Exchange Act of 1934, as amended). Based upon this evaluation, the Company’s principal executive officer and principal financial officer concluded that the Company’s disclosure controls and procedures were effective as of March 31, 2019.

Changes in Internal Control Over Financial Reporting

The Company adopted new lease accounting guidance effective January 1, 2019. To comply with this new lease guidance, the Company implemented changes to its processes and internal controls related to identifying and measuring our leases. There were no other changes in the Company’s internal control over financial reporting (as defined in Rules13a-15(f) and 15d-15(f) under the Securities Exchange Act of 1934, as amended) that occurred during the quarter ended March 31, 2019, that have materially affected, or are reasonably likely to materially affect, the Company’s internal control over financial reporting.

LABORATORY CORPORATION OF AMERICA HOLDINGS AND SUBSIDIARIES

PART II - OTHER INFORMATION

Item 1. Legal Proceedings

See Note 11 (Commitments and Contingencies) to the Company's unaudited condensed consolidated financial statements, above, which is incorporated herein by reference.

Item 1A. Risk Factors

There have been no material changes in the risk factors that appear in Part I - Item 1A of the Company's Annual Report on Form 10-K for the year ended December 31, 2018.

Item 2. Unregistered Sales of Equity Securities and Use of Proceeds (dollars in millions)

The following table sets forth information with respect to purchases of shares of the Company's common stock based on settled trades made during the three months ended March 31, 2019, by or on behalf of the Company:

	Total Number of Shares Repurchased	Average Price Paid Per Share	Total Number of Shares Repurchased as Part of Publicly Announced Program	Maximum Dollar Value of Shares that May Yet Be Repurchased Under the Program
January 1 - January 31	0.8	$ 131.71	0.8	$ 343.5
February 1 - February 28	—	—	—	1,250.0
March 1 - March 31	—	—	—	—
	0.8	$ 131.71	0.8	$ 1,250.0

Item 6. Exhibits

(a)	Exhibits
10.1*	Retirement Agreement, dated February 8, 2019, by and between the Company and F. Samuel Eberts III
31.1*	Certification by the Chief Executive Officer pursuant to Rule 13a-14(a) or Rule 15d-14(a)
31.2*	Certification by the Chief Financial Officer pursuant to Rule 13a-14(a) or Rule 15d-14(a)
32*	Written Statement of Chief Executive Officer and Chief Financial Officer pursuant to Section 906 of the Sarbanes-Oxley Act of 2002 (18 U.S.C. Section 1350)
101.INS*	XBRL Instance Document
101.SCH*	XBRL Taxonomy Extension Schema
101.CAL*	XBRL Taxonomy Extension Calculation Linkbase
101.DEF*	XBRL Taxonomy Extension Definition Linkbase
101.LAB*	XBRL Taxonomy Extension Label Linkbase
101.PRE*	XBRL Taxonomy Extension Presentation Linkbase

* filed herewith

SIGNATURES

Pursuant to the requirements of the Securities Exchange Act of 1934, the registrant has duly caused this report to be signed on its behalf by the undersigned, thereunto duly authorized.

LABORATORY CORPORATION OF AMERICA HOLDINGS
Registrant

By: /s/ DAVID P. KING
David P. King
Chairman of the Board, President
and Chief Executive Officer

By: /s/ GLENN A. EISENBERG
Glenn A. Eisenberg
Executive Vice President and
Chief Financial Officer

May 3, 2019

F. Samuel Eberts III
402 Westwood Dr.
Chapel Hill, NC 27516

February 8, 2019

Re: Retirement Agreement

Dear Sam,

On behalf of Laboratory Corporation of America Holdings (the "**Company**"), I want to thank you for your valued service to the Company and offer you (the "**Executive**") the following Retirement Agreement (this "**Agreement**") in connection with your retirement from the Company.

1.0 <u>Retirement from Employment</u>

1.1 Effective February 15, 2019 (the "**Retirement Date**"), Executive will retire from the Company and Executive's employment with the Company will terminate. As of the Retirement Date, Executive shall perform no further services for the Company and his status as an employee and officer of the Company shall cease on that date. Executive shall execute all other documentation and undertake all other actions necessary to effect his resignation from all positions with the Company. Executive further agrees that all payments and benefits payable pursuant to this Agreement are contingent upon Executive's execution and fulfillment of his obligations under this Agreement.

<u>2.0</u> <u>Retirement Bonus</u>

2.1 In consideration for the covenants, promises and agreements herein, and in particular, Executive's release of claims as well as covenants not to solicit, not to compete and not to disclose Confidential Information, the Company will pay Executive the total amount of $900,000 less applicable taxes and withholdings (the "**Retirement Bonus**"), in addition to the compensation payable under <u>Section 2.2</u> and the treatment of equity set forth in <u>Section 2.3</u> of this Agreement. The Retirement Bonus shall be paid in two installments, with the first installment of $450,000, less all applicable withholdings, payable within 30 days following the Retirement Date and the second installment of $450,000, less all applicable withholdings, payable 30 days following the one-year anniversary of the Retirement Date.

2.2 In addition to the compensation payable under <u>Section 2.1</u> of this Agreement, Executive shall be eligible to receive his Management Incentive Bonus ("**MIB**") for 2018. If and to the extent earned, the MIB payment shall be made at the time that bonuses are normally paid under the MIB Plan but no later than March 15, 2019.

2.3 All outstanding options and restricted stock units under the Company's equity incentive plans will vest in full as of the Retirement Date and all options will remain exercisable until the one-year anniversary of the Retirement Date. All outstanding performance share awards will continue to vest as if Executive remained employed with the Company through the Vesting Date of the award; all performance share awards will remain subject to the Company's achievement of established performance metrics. To the extent necessary to reflect the prior sentence, each award agreement for any outstanding stock options, restricted stock units and performance share awards is hereby amended. Except as expressly set forth in this Section, this Agreement does not modify, change, alter or amend the terms and conditions of any outstanding stock options, restricted stock units and performance share awards, and such awards will remain governed by the terms and conditions of the applicable incentive plan and grant agreements.

2.4 If Executive is a participant in the Company's welfare plans as of the Retirement Date, Executive, his spouse, and his other dependent(s) may be eligible to elect continued health care coverage under the welfare plans sponsored by the Company, as provided in the applicable provisions of the Consolidated Omnibus Budget Reconciliation Act of 1985, as amended ("**COBRA**"), which provides generally that certain employees and their dependents may elect to continue coverage under employer-sponsored group health plans for a period of at least eighteen (18) months under certain conditions, including payment by Executive of the "**Applicable Premium**" as defined in Section 604 of the Executive Retirement Income Security Act of 1974, as amended, 29 U.S.C. §§ 1001 *et seq*. ("**ERISA**"). In the event Executive elects continuation of coverage under COBRA for himself and his spouse and dependents, the Company will reimburse Executive for the Applicable Premium for such coverage (medical, dental, optical and prescription coverage for Executive, his spouse and dependents) for twelve (12) months, thereof, to the extent actually paid by the Executive. Executive shall bear full responsibility for applying for COBRA coverage and nothing herein shall constitute a guarantee of COBRA benefits. Under no circumstances will Executive be entitled to a cash payment or other benefit in lieu of reimbursements for the actual costs of premiums for COBRA continuation hereunder.

2.5 Executive shall be eligible for such benefits under the Company's existing qualified plans as are provided under the circumstances (taking into account separation of employment as of the Retirement Date) pursuant to the terms of the plan documents governing each of these plans. Except as otherwise provided herein or in the terms of any documents governing any employee benefit plan maintained by the Com-pany, Executive will cease to be a participant in and will no longer have any coverage or entitlement to benefits, accruals, or contributions under any of the Company's employee benefit plans effective as of the Retirement Date. Executive agrees that the payments made to him by the Company pursuant to this Agreement do not constitute compensation for purposes of calculating the amount of benefits. Executive may be entitled to under the terms of any pension plan or for the purposes of accruing any benefit, receiving any allocation of any contribution, or having the right to defer any income in any profit-sharing or other employee pension benefit plan, including any cash or deferred arrangement.

2.6 Executive shall submit for reimbursement any and all unpaid business expenses to the Company within 30 days of the Retirement Date. The Company will reimburse said expenses provided that they are consistent with, and reimbursable under, the Company's travel and entertainment expense policy. The Company will not be responsible for reimbursing the Executive for any business expenses incurred during employment but submitted after said 30-day period.

2.7 This Agreement shall never be construed as an admission by the Company of any liability, wrongdoing or responsibility on its part or on the part of any other person or entity described in Section 3.1 of this Agreement. The Company expressly denies any such liability, wrongdoing or responsibility.

3.0 Release

3.1 Executive, on behalf of himself and his heirs, assigns, transferees and representatives, hereby releases and forever discharges the Company, and its predecessors, successors, parents, subsidiaries, affiliates, assigns, representatives and agents, as well as all of their present and former directors, officers, employees, agents, shareholders, representatives, attorneys and insurers (collectively, the "**Releasees**"), from any and all claims, causes of actions, demands, damages or liability of any nature whatsoever, known or unknown, which Executive has or may have which arise out of his employment or cessation of employment with the Company, or which concern or relate in any way to any acts or omissions done or occurring prior to and including the date of this Agreement, including, but not limited to, claims arising under Federal law including but not limited to the Fair Labor Standards Act, 29 U.S.C. § 201 *et seq*.; the Equal Pay Act, 29 U.S.C. § 206(a); Title VII of the Civil Rights Act of 1964, as amended, 42 U.S.C. § 2000e *et seq*.; 42 U.S.C. § 1981 *et seq.*; the Americans with Disabilities Act, 42 U.S.C. § 12101 *et seq*.; the Family and Medical Leave Act, 29 U.S.C. § 2601 *et seq.*; the Employee Retirement Income Security Act of 1974, as amended, 29 U.S.C. § 1001 *et seq*.; the Worker Adjustment and Retraining Notification Act, 29 U.S.C. §§ 2101 *et seq.*; the Age Discrimination in Employment Act, as amended, 29 U.S.C. §§ 621 *et seq*.; any and all State law claims for discrimination, wrongful termination and/or retaliation; claims for breach of contract, express or implied; claims for breach of the covenant of good faith and fair dealing; claims for compensation, including but not limited to wages, bonuses, or commissions except as otherwise contained herein; claims for benefits or fringe benefits, including, but not limited to, claims for severance pay and/or termination pay, except as otherwise contained herein; claims for, or relating to stock or stock options (except that nothing in this Agreement shall prohibit Executive from exercising any vested stock or stock options or affect Executive's claims to vested benefits in the Company's Employees' Retirement Savings Plan, Deferred Compensation Plan, Employee Stock Purchase Plan, or Cash Balance Retirement Plan, in accordance with the terms of the applicable stock option agreement(s) and applicable plan documents); claims for unaccrued vacation pay; claims arising in tort, including, but not limited to, claims for invasion of privacy, intentional infliction of emotional distress and defamation; claims for quantum meruit and/or unjust enrichment; claims for attorneys' fees and any and all other claims arising under any other federal, state, local or foreign laws, as well as any and all other common law legal or equitable claims.

3.2 Executive represents that he has not initiated any action or charge against any of the Releasees with any Federal, State or local court or administrative agency. If such an action or charge has been filed by Executive, or on Executive's behalf, he will use his best efforts to cause it immediately to be withdrawn and dismissed with prejudice. Failure to cause the withdrawal and dismissal with prejudice of any action or charge shall render this Agreement null and void, and any consideration paid hereunder shall be repaid immediately by the Executive upon receipt of such notice.

3.3 Executive agrees that he will not institute any lawsuits, either individually or as a class representative or member, or join as a party with others who may sue on any such claims, or opt-in to an action brought by others asserting such claims, against any of the Releasees as to any matter based upon, arising from or relating to his employment relationship with the Company from the beginning of time to the date of execution of this Agreement, with the exception of claims and challenges set forth below in Section 3.5. In the event that Executive is made a member of any class asserting such claims without his knowledge or consent, Executive shall opt out of such action at the first opportunity.

3.4 Executive is hereby advised that: (i) he should consult with an attorney (at his own expense) prior to executing this Agreement; (ii) he is waiving, among other things, any age discrimination claims under the Age Discrimination in Employment Act, provided, however, he is not waiving any claims that may arise after the date this Agreement is executed; (iii) he has twenty-one (21) days within which to consider the execution of this Agreement, before signing it; and (iv) for a period of seven (7) days following the execution of this Agreement, he may revoke this Agreement by delivering written notice (by the close of business on the seventh day) to the Company in accordance with Section 9.7 herein.

3.5 Notwithstanding the provisions of Section 3.1, said release does not apply to any and all statutory or other claims (i) that are prohibited from waiver by Federal, State or local law, (ii) for enforcement of any covenant under this Agreement, (iii) for any claim for any vested, accrued benefits to which Executive is (or becomes) otherwise entitled pursuant to the terms and conditions of any of the benefit plans in which Executive participated prior to the Retirement Date (but not any incentive or severance plans excepted as provided in Sections 2.0 or 3.0, above), (iv) for unemployment insurance benefits or workers' compensation benefits, or (v) for indemnification under applicable statutory, or common law or any insurance, charter, or bylaws of the Company or any of its affiliates, it being understood and agreed that this Agreement does not create or expand upon any such rights, (if any) to indemnification. In addition, the release of claims set forth in this Agreement does not bar a challenge under the Older Workers Benefit Protection Act of 1990 (OWBPA) to the enforceability of the waiver and release of ADEA claims set forth in this Agreement or prohibit Executive from filing a charge with or participating in an investigation by the U.S. Equal Employment Opportunity Commission or other governmental agency with jurisdiction concerning the terms, conditions and privileges of employment or jurisdiction over the Company's business or assisting with an investigation conducted internally by the Company; provided, however, that by signing this Agreement, Executive waives the right to, and shall not seek or accept, any monetary or other relief of any nature whatsoever in connection with any such charges, investigations or proceedings. This Agreement does not limit Executive's right to receive an award for information provided to any securities regulatory agency or authority.

3.6 The parties agree that the Company has no prior legal obligation to make the additional payments set forth above in Section 2.0 (including the sub-parts thereto) and that it has been exchanged for the promises of Executive stated in this Agreement. It is specifically understood and agreed that the additional payments, and each of them, are good and adequate consideration to support the waivers, releases and obligations contained herein, including, without limitation, Sections 3.0, 4.0, 5.0, 6.0, 7.0, and 8.0, and their respective sub-parts, and that all of the payments set forth in Section 2.0 (including the sub-parts thereto) are of value in addition to anything to which Executive already was entitled prior to the execution of this Agreement.

4.0 Confidentiality

4.1 The parties acknowledge that during the course of Executive's employment with the Company, he was given access, on a confidential basis, to Confidential Information which the Company has for years collected, developed, and/or discovered through a significant amount of effort and at great expense. The parties acknowledge that the Confidential Information of the Company is not generally known or easily obtained in the Company's trade, industry, business, or otherwise and that maintaining the secrecy of the Confidential Information is extremely important to the Company's ability to compete with its competitors.

4.2 Executive agrees that for a period of seven (7) years from the date of this Agreement, Executive shall not, without the prior written consent of the Company, divulge to any third party or use for his own benefit, or for any purpose other than the exclusive benefit of the Company, any Confidential Information of the Company; provided, however, that nothing herein contained shall restrict Executive's ability to make such disclosures as such disclosures may be required by law; and further providing that nothing herein contained shall restrict Executive from divulging information that is readily available to the general public as long as such information did not become available to the general public as a direct or indirect result of Executive's breach of this section of this Agreement.

4.3 The term "**Confidential Information**" in this Agreement shall mean information that is not readily and easily available to the public or to persons in the same business, trade, or industry of the Company, and that concerns the Company's prices, pricing methods, costs, profits, profit margins, suppliers, methods, procedures, processes or combinations or applications thereof developed in, by, or for the Company's business, research and development projects, data, business strategies, marketing strategies, sales techniques, customer lists, customer information, or any other information concerning the Company or its business that is not readily and easily available to the public or to those persons in the same business, trade, or industry of the Company. The term "customer information" as used in this Agreement shall mean information that is not readily and easily available to the public or to those persons in the same business, trade, or industry and that concerns the course of dealings between the Company and its customers or potential customers solicited by the Company, customer preferences, particular contracts or locations of customers, negotiations with customers, and any other information concerning customers obtained by the Company that is not readily and easily available to the public or to those in the business, trade, or industry of the Company.

4.4 Executive acknowledges that all information, the disclosure of which is prohibited hereby, is of a confidential and proprietary character and of great value to the Company, and upon the execution of this Agreement (or as soon thereafter as is reasonably practicable), Executive shall forthwith deliver up to the Company all records, memoranda, data, and documents of any description that refer to or relate in any way to such information and shall return to the Company any of its equipment and property which may then be in Executive's possession or under Executive's personal control.

4.5 Executive hereby agrees that any failure to fully and completely comply with this provision shall entitle the Company to seek damages for a demonstrated breach of the confidentiality provision, and to include recoupment of monies paid hereunder.

Notwithstanding the restrictions set forth in Section 4.0 and its subparts, Executive may disclose information protected under Section 4.0 and its subparts if and only if such is (i) lawfully required by any government agency; (ii) otherwise required to be disclosed by law (including legally required financial reporting) and/or by court order; (iii) necessary in any legal proceeding in order to enforce any provision of this Agreement or (iv) made to the Securities Exchange Commission regarding security law issues. Moreover, notwithstanding the foregoing or any other provision in this Agreement, Executive cannot be held criminally or civilly liable under any federal or state trade secret law if he discloses a trade secret to federal, state, or local government officials, to his attorneys, or in a sealed court document, for the purpose of reporting or investigating a suspected violation of the law; or to his attorneys or in a sealed court document in connection with a lawsuit for retaliation by an employer for reporting a suspected violation of the law. Notwithstanding the foregoing, Executive may not disclose to any person or government agency any information protected under the Attorney-Client privilege.

4.6 Executive further agrees that he will notify the Company in writing within five (5) calendar days of the receipt of any subpoena, court order, administrative order or other legal process requiring disclosure of information subject to Section 4.0 and sub-parts thereto.

5.0 Non-Solicitation/Non-Compete

5.1 For a period of twelve (12) months following the Retirement Date, Executive shall not become an owner in, shareholder with more than a 2% equity interest in, investor in, or an employee, contractor, consultant, advisor, representative, officer, director, or agent of, a trade or business that offers products and services that are the same or substantially similar to the products and services provided by the Company in any geographic market in which the Company conducts business ("**Competitor**"); provided, however, that the duties and responsibilities of said employment or engagement as an owner in, shareholder with more than 2% equity interest in, investor in, contractor, consultant, advisor, representative, officer, director or agent are (i) the same, similar, or substantially related to current duties and responsibilities or duties or responsibilities performed by Executive while employed by the Company at any time during a six (6) month period prior to Executive's Retirement Date and (ii) related to or concerning the Competitor's business activities in the Restricted Territory. The parties agree and affirm that their intention with respect to Section 5.1 is that Executive's activities shall be limited only for the twelve (12) month period after the Retirement Date. The provisions calling for a "look back" of six (6) calendar months prior to the Retirement Date are intended solely as a means of identifying the duties and responsibilities that will define the restricted activities covered by Section 5.1 and are not intended to nor shall they, under any circumstances, be construed to define the length or term of any such restriction. For purposes of Section 5.1, the term "**Restricted Territory**" means the geographic area that was part of Executive's duties and responsibilities within the six (6) month period prior to the Retirement Date. If a court of competent jurisdiction determines that the Restricted Territory as defined herein is too restrictive, then the parties agree that said court may reduce or limit the Restricted Territory to the largest acceptable area so as to enable the enforcement of Section 5.1.

5.2 For a period of twelve (12) months following the Retirement Date, Executive will not, either directly or indirectly, or on behalf of any person, business, partnership, or other entity, call upon, contact, or solicit any customer or customer prospect of the Company, or any representative of the same, with a view toward the sale or providing of any service or product competitive with the products or services provided by the Company; provided, however, the restrictions set forth in this Section shall apply only to customers or prospects of the Company, or representatives of the same, with which during the past twelve (12) month period the Executive had contact or about whom Executive received Confidential Information as part of his duties and responsibilities while employed with the Company within the twelve (12) month period prior to his Retirement Date. The parties agree and affirm that their intention with respect to Section 5.2 of this Agreement is that Executive's activities be limited only for a twelve (12) month period after the Retirement Date. The provisions calling for a "look back" of twelve (12) calendar months prior to the Retirement Date are intended solely as a means of identifying the clients to which such restrictions apply and are not intended to nor shall they, under any circumstances, be construed to define the length or term of any such restriction.

5.3 For a period of twelve (12) months following the Retirement Date, Executive shall not directly or indirectly through a subordinate, co-worker, peer, or any other person or entity contact, solicit, encourage or induce any officer, director or employee of the Company to work for or provide services to Executive and/or any other person or entity.

5.4 Executive acknowledges and agrees that the foregoing restrictions are necessary for the reasonable and proper protection of the Company; are reasonable in respect to subject matter, length of time, geographic scope, customer scope, and scope of activity to be restrained; and are not unduly harsh and oppressive so as to deprive Executive of his livelihood or to unduly restrict Executive's opportunity to earn a living after separation of Executive's employment with the Company. Executive further acknowledges and agrees that if any restrictions set forth in Section 6.0 and its subparts are found by any court of competent jurisdiction to be unenforceable or otherwise against public policy, the restriction shall be interpreted to extend only over the maximum period of time or other restriction as to which it would otherwise be enforceable.

5.5 Executive acknowledges and agrees that because the violation, breach, or threatened breach of this Section and its sub-parts would result in immediate and irreparable injury to the Company, the Company shall be entitled, without limitation of remedy, to (i) temporary and permanent injunctive and other equitable relief restraining Executive from activities constituting a violation, breach or threatened breach of this Section and its sub-parts to the fullest extent allowed by law; (ii) all such other remedies available at law or in equity, including without limitation the recovery of damages, reasonable attorneys' fees and costs; and (iii) withhold any further rights, payments or benefits under this Agreement which become due and owing after the occurrence of said violation, breach, or threatened breach, including, without limitation, any rights or claims under Section 2.0 and the sub-parts thereto.

6.0 Return of Company Property

6.1 Executive agrees that within ten (10) days after execution of this Agreement, he will return any and all Company documents and any copies thereof, in any form whatsoever, including computer records or files, containing secret, confidential and/or proprietary information or ideas, and any other Company property (including, but not limited to, any cell phones, pagers and/or computer equipment) in Executive's possession or control.

7.0 Duty to Cooperate and of Loyalty/Nondisparagement

7.1 Without limitation as to time, Executive agrees to cooperate and make all reasonable and lawful efforts to assist the Company in addressing any issues which may arise concerning any matter with which he was involved during his employment with the Company, including, but not limited to cooperating in any litigation arising therefrom. The Company shall reimburse Executive at a fair and reasonable rate for services provided by the Executive to the Company in connection with services provided under this provision.

7.2 Executive will not (except as required by law) communicate to anyone, whether by word or deed, whether directly or indirectly through an intermediary, and whether expressly or by suggestion or innuendo, any statement, whether characterized as one of fact or opinion, that is intended to cause or that reasonably would likely cause disparagement, a negative impression of, or damage to the business or business reputation of the Company, its affiliated companies, or any Releasee as defined in Section 3.1. Nothing in this section or in this Agreement is intended, nor shall be construed, to (i) prohibit Executive from any communications to, or participation in any investigation or proceeding conducted by, any governmental agency, or (ii) prevent Executive from otherwise engaging in legally protected activity.

8.0 Section 409A of the Code

8.1 Notwithstanding any provisions of this Agreement to the contrary, if the Executive is a "specified employee" (within the meaning of Section 409A of the Internal Revenue Code of 1986, as amended (the "**Code**") and determined pursuant to procedures adopted by the Company) at the Retirement Date and if any portion of the payments or benefits to be received by the Executive would be considered deferred compensation under Section 409A of the Code, amounts that would otherwise be payable pursuant to this Agreement during the six-month period immediately following the Executive's Retirement Date (the "Delayed Payments") and benefits that would otherwise be provided pursuant to this Agreement (the "Delayed Benefits") during the six-month period immediately following the Executive's Retirement Date (such period, the "Delay Period") shall instead be paid or made available on the earlier of (i) the first business day of the seventh (7th) month following the Retirement Date or (ii) the Executive's death (the applicable date, the "**Permissible Payment Date**"). The Company shall also reimburse the Executive for the after-tax cost incurred by the Executive in independently obtaining any Delayed Benefits (the "**Additional Delayed Payments**").

8.2 With respect to any amount of expenses eligible for reimbursement under Sections 2.3 and 2.6, such expenses shall be reimbursed by the Company within thirty (30) calendar days following the date on which the Company receives the applicable invoice from the Executive but in no event later than December 31 of the year following the year in which the Executive incurs the related expenses; provided, that with respect to reimbursement relating to the Additional Delayed Payments, such reimbursement shall be made on the Permissible Payment Date. In no event shall the reimbursements or in-kind benefits to be provided by the Company in one taxable year affect the amount of reimbursements or in-kind benefits to be provided in any other taxable year, nor shall the Executive's right to reimbursement or in-kind benefits be subject to liquidation or exchange for another benefit.

8.3 It is the intention of the parties that payments or benefits payable under this Agreement not be subject to the additional tax imposed pursuant to Section 409A of the Code. To the extent such potential payments or benefits could become subject to such Section, the Company may amend this Agreement with the goal of giving the Executive the economic benefits described herein in a manner that does not result in such tax being imposed.

8.4 For purposes of Section 409A of the Code, an Executive's right to receive any "installment" payments pursuant to this Agreement shall be treated as a right to receive a series of separate and distinct payments.

9.0 **Miscellaneous**

9.1 This Agreement is binding on, and shall inure to the benefit of, the parties hereto and their heirs, representatives, transferees, principals, executors, administrators, predecessors, successors, parents, subsidiaries, affiliates, assigns, agents, directors, officers and employees. In the event that Executive dies before payment of all amounts described in this Agreement is made, and this Agreement has been executed and not revoked, the Company agrees to pay unpaid amounts to Executive's estate.

9.2 This Agreement constitutes the complete agreement between, and contains all of the promises and undertakings by the parties. For the avoidance of doubt, Executive will not be separately entitled to any payments under the terms of the Laboratory Corporation of America Holdings Amended and Restated Master Senior Executive Severance Plan ("**Plan**"). Executive agrees that the only considerations for signing this Agreement are the terms stated herein above and that no other representations, promises, or assurances of any kind have been made to him by the Company, its attorneys, or any other person as an inducement to sign this Agreement. Any and all prior agreements, representations, negotiations and understandings among the parties, oral or written, express or implied, with respect to the subject matter hereof are hereby superseded and merged herein, except that this Agreement supplements and does not amend, alter, void, replace, or otherwise override any confidentiality, non-solicitation, non-compete agreement executed by Executive that is part of any equity award agreement executed by the Executive. To be clear and to avoid any doubt, the parties expressly agree that any confidentiality, non-solicitation, non-compete agreement executed by Executive that is part of any equity award agreement executed by the Executive remains in full force and effect and is not modified in any way by this Agreement.

9.3 This Agreement may not be revised or modified without the mutual written consent of the parties.

9.4 The parties acknowledge and agree that they have each had sufficient time to consider this Agreement and consult with legal counsel of their choosing concerning its meaning prior to entering into this Agreement. In entering into this Agreement, no party has relied on any representations or warranties of any other party other than the representations or warranties expressly set forth in this Agreement. Executive acknowledges that he has read this Agreement and that he possesses sufficient education and experience to fully understand the terms of this Agreement as it has been written, the legal and binding effect of this Agreement, and the exchange of benefits and payments for promises hereunder, and that he has had a full opportunity to discuss or ask questions about all such terms.

9.5 Except as otherwise provided in this Section, if any provision of this Agreement shall be determined to be invalid or unenforceable by a court of competent jurisdiction, that part shall be ineffective to the extent of such invalidity or unenforceability only, without in any way affecting the remaining parts of said provision or the remaining provisions of this Agreement; provided that, if any provision contained in this Agreement shall be adjudicated to be invalid or unenforceable because such provision is held to be excessively broad as to duration, geographic scope, activity or subject, such provision shall be deemed amended by limiting and reducing it so as to be valid and enforceable to the maximum extent compatible with the applicable laws of such jurisdiction, and such amendment only to apply with respect to the operation of such provision in the applicable jurisdiction in which the adjudication is made. If Section 3.0 and/or Section 5.0 or any of the sub-parts thereto are deemed invalid or unenforceable, in whole or in part, by a court of competent jurisdiction, this entire Agreement shall be null and void, and any consideration paid hereunder shall be repaid immediately by Executive upon receipt of notice thereof.

9.6 Executive agrees that because he has rendered services of a special, unique, and extraordinary character, damages may not be an adequate or reasonable remedy for breach of his obligations under this Agreement. Accordingly, in the event of a breach or threatened breach by Executive of the provisions of this Agreement, the Company shall be entitled to (i) an injunction restraining Executive from violating the terms hereof, or from rendering services to any person, firm, corporation, association, or other entity to which any confidential information, trade secrets, or proprietary materials of the Company have been disclosed or are threatened to be disclosed, or for which Executive is working or rendering services, or threatens to work or render services, (ii) all such other remedies available at law or in equity, including without limitation the recovery of damages, reasonable attorneys' fees and costs, and (iii) withhold any further payments under this Agreement which become due and owing after the occurrence of said violation, breach or threatened breach. Nothing herein shall be construed as prohibiting the Company from pursuing any other remedies available to it for such breach or threatened breach of this Agreement, including the right to terminate any payments to Executive pursuant to this Agreement or the recovery of damages from Executive.

9.7 Such notice and any other notices required under this Agreement shall be served upon the Company by certified mail, return receipt requested, or by express delivery by a nationally recognized delivery service company such as Federal Express as follows:

If to the Company:

Laboratory Corporation of America Holdings
531 S. Spring Street
Burlington, NC 27215
Attention: VP, Employment Law

With a copy to:

Laboratory Corporation of America Holdings
531 S. Spring Street
Burlington, NC 27215
Attention: Director of HR Compliance

If to the Executive:

F. Samuel Eberts III
402 Westwood Dr.
Chapel Hill, NC 27516

Consistent with the requirements of this Section, each party shall notify the other party of any change of address for the receipt of a notice under this Agreement.

9.8 This Agreement shall be construed in accordance with and governed by the laws, except choice of law provisions, of the State of North Carolina and shall govern to the exclusion of the laws of any other forum. The parties further agree that any action, special proceeding or other proceeding with respect to this Agreement shall be brought exclusively in the federal or state courts of the State of North Carolina. ***Executive and Company irrevocably consent to the jurisdiction of the Federal and State courts of North Carolina and that Executive hereby consents and submits to personal jurisdiction in the State of North Carolina. Executive and Company irrevocably waive any objection, including an objection or defense based on lack of personal jurisdiction, improper venue or forum non-conveniens which either may now or hereafter have to the bringing of any action or proceeding in connection with this Agreement. Executive acknowledges and recognizes that in the event that he has breached this Agreement, the Company may initiate a lawsuit against him in North Carolina, that Executive waives his right to have that lawsuit be brought in a court located closer to where he may reside, and that Executive will be required to travel to and defend himself in North Carolina.***

The Effective Date of this Agreement shall be either (a) the Retirement Date or (b) the day after expiration of the seven (7) day revocation period set forth in Section 3.4 of this Agreement, whichever date is later.

Again, I want to thank you for your dedicated service to LabCorp and want to wish you all the best with your next endeavors. If you agree with the foregoing, please sign below and return two (2) originals to me. You should retain one (1) original copy of this Agreement for your records.

Sincerely,
/s/ David P. King
David P. King
Chairman and Chief Executive Officer

Agreed to and accepted:

/s/ F. Samuel Eberts III
F. Samuel Eberts III
Date: 2/15/19

Exhibit 31.1

Certification

I, David P. King, certify that:

1. I have reviewed this quarterly report on Form 10-Q of Laboratory Corporation of America Holdings;

2. Based on my knowledge, this report does not contain any untrue statement of a material fact or omit to state a material fact necessary to make the statements made, in light of the circumstances under which such statements were made, not misleading with respect to the period covered by this report;

3. Based on my knowledge, the financial statements, and other financial information included in this report, fairly present in all material respects the financial condition, results of operations and cash flows of the registrant as of, and for, the periods presented in this report;

4. The registrant's other certifying officer and I are responsible for establishing and maintaining disclosure controls and procedures (as defined in Exchange Act Rules 13a-15(e) and 15d-15(e)) and internal control over financial reporting (as defined in Exchange Act Rule 13a-15(f) and 15d-15(f)) for the registrant and have:

a) designed such disclosure controls and procedures, or caused such disclosure controls and procedures to be designed under our supervision, to ensure that material information relating to the registrant, including its consolidated subsidiaries, is made known to us by others within those entities, particularly during the period in which this report is being prepared;

b) designed such internal control over financial reporting, or caused such internal control over financial reporting to be designed under our supervision, to provide reasonable assurance regarding the reliability of financial reporting and the preparation of financial statements for external purposes in accordance with generally accepted accounting principles;

c) evaluated the effectiveness of the registrant's disclosure controls and procedures and presented in this report our conclusions about the effectiveness of the disclosure controls and procedures, as of the end of the period covered by this report based on such evaluation; and

d) disclosed in this report any change in the registrant's internal control over financial reporting that occurred during the registrant's most recent fiscal quarter (the registrant's fourth fiscal quarter in the case of an annual report) that has materially affected, or is reasonably likely to materially affect, the registrant's internal control over financial reporting; and

5. The registrant's other certifying officer and I have disclosed, based on our most recent evaluation of internal control over financial reporting, to the registrant's auditors and the audit committee of the registrant's board of directors (or persons performing the equivalent functions):

a) all significant deficiencies and material weaknesses in the design or operation of internal control over financial reporting which are reasonably likely to adversely affect the registrant's ability to record, process, summarize and report financial information; and

b) any fraud, whether or not material, that involves management or other employees who have a significant role in the registrant's internal control over financial reporting.

Date: May 3, 2019

By: /s/ DAVID P. KING
David P. King
Chief Executive Officer
(Principal Executive Officer)

Exhibit 31.2

Certification

I, Glenn A. Eisenberg, certify that:

1. I have reviewed this quarterly report on Form 10-Q of Laboratory Corporation of America Holdings;

2. Based on my knowledge, this report does not contain any untrue statement of a material fact or omit to state a material fact necessary to make the statements made, in light of the circumstances under which such statements were made, not misleading with respect to the period covered by this report;

3. Based on my knowledge, the financial statements, and other financial information included in this report, fairly present in all material respects the financial condition, results of operations and cash flows of the registrant as of, and for, the periods presented in this report;

4. The registrant's other certifying officer and I are responsible for establishing and maintaining disclosure controls and procedures (as defined in Exchange Act Rules 13a-15(e) and 15d-15(e)) and internal control over financial reporting (as defined in Exchange Act Rule 13a-15(f) and 15d-15(f)) for the registrant and have:

a) designed such disclosure controls and procedures, or caused such disclosure controls and procedures to be designed under our supervision, to ensure that material information relating to the registrant, including its consolidated subsidiaries, is made known to us by others within those entities, particularly during the period in which this report is being prepared;

b) designed such internal control over financial reporting, or caused such internal control over financial reporting to be designed under our supervision, to provide reasonable assurance regarding the reliability of financial reporting and the preparation of financial statements for external purposes in accordance with generally accepted accounting principles;

c) evaluated the effectiveness of the registrant's disclosure controls and procedures and presented in this report our conclusions about the effectiveness of the disclosure controls and procedures, as of the end of the period covered by this report based on such evaluation; and

d) disclosed in this report any change in the registrant's internal control over financial reporting that occurred during the registrant's most recent fiscal quarter (the registrant's fourth fiscal quarter in the case of an annual report) that has materially affected, or is reasonably likely to materially affect, the registrant's internal control over financial reporting; and

5. The registrant's other certifying officer and I have disclosed, based on our most recent evaluation of internal control over financial reporting, to the registrant's auditors and the audit committee of the registrant's board of directors (or persons performing the equivalent functions):

a) all significant deficiencies and material weaknesses in the design or operation of internal control over financial reporting which are reasonably likely to adversely affect the registrant's ability to record, process, summarize and report financial information; and

b) any fraud, whether or not material, that involves management or other employees who have a significant role in the registrant's internal control over financial reporting.

Date: May 3, 2019

By: /s/ GLENN A. EISENBERG
Glenn A. Eisenberg
Chief Financial Officer
(Principal Financial Officer)

Exhibit 32

Written Statement of
Chief Executive Officer and Chief Financial Officer
Pursuant to Section 906 of the Sarbanes-Oxley Act of 2002 (18 U.S.C. Section 1350)

The undersigned, the Chief Executive Officer and the Chief Financial Officer of Laboratory Corporation of America Holdings (the "Company"), each hereby certifies that, to his knowledge on the date hereof:

(a) the Form 10-Q of the Company for the Period Ended March 31, 2019, filed on the date hereof with the Securities and Exchange Commission (the "Report") fully complies with the requirements of Section 13(a) or 15(d) of the Securities Exchange Act of 1934; and

(b) information contained in the Report fairly presents, in all material respects, the financial condition and results of operations of the Company.

By: /s/ DAVID P. KING
David P. King
Chief Executive Officer
May 3, 2019

By: /s/ GLENN A. EISENBERG
Glenn A. Eisenberg
Chief Financial Officer
May 3, 2019

A signed original of this written statement required by Section 906, or other document authenticating, acknowledging, or otherwise adopting the signature that appears in typed form within the electronic version of this written statement required by Section 906, has been provided to Laboratory Corporation of America Holdings and will be retained by Laboratory Corporation of America Holdings and furnished to the Securities and Exchange Commission or its staff upon request.