COLORADO ATTORNEY GENERAL'S OFFICE

ASSURANCE OF DISCONTINUANCE

IN THE MATTER OF GS LABS, LLC

I. INTRODUCTION

1.1. Colorado Attorney General **Philip J. Weiser**, in his official law enforcement capacity, enters into this Assurance of Discontinuance pursuant to the **Colorado Consumer Protection Act C.R.S. § 6-1-101, et. seq. ("CCPA")**

1.2. This Assurance of Discontinuance resolves the State's concerns that GS Labs, LLC ("GS Labs" or "Respondent") engaged in unfair or deceptive acts or practices under **the CCPA** with respect to GS Labs' COVID-19 test prices and advertising related to the timing of results.

1.3. This Assurance of Discontinuance is being entered into between Respondent and the Attorneys General for each of the states that have investigated this matter: Alabama, Arizona, Colorado, Illinois, Indiana, Iowa, Kansas, Massachusetts, Minnesota, Missouri, Nebraska, New Jersey, North Dakota, Ohio, Oregon, Pennsylvania, South Dakota, and Washington ("the Multistate Group").

II. INVESTIGATION AND ALLEGATIONS

2.1. The Multistate Group investigated whether Respondent unfairly or deceptively charged out-of-pocket paying consumers in excess of market rate.

2.2. The Multistate Group investigated whether Respondent unfairly or deceptively charged consumers administrative fees when obtaining COVID-19 testing services.

2.3. The Multistate Group investigated whether Respondent failed to timely deliver COVID-19 test results.

2.4. Based on this investigation, the Multistate Group alleges that Respondent:

A. Charged out-of-pocket paying consumers in excess of the market rate for PCR, rapid PCR, rapid antibody, and rapid antigen testing;

B. Charged consumers for test results when those results are not delivered within the advertised turn-around time;

C. Charged administrative fees to patients for COVID-19 diagnostic testing, in violation of state and federal law.

III. ASSURANCE OF DISCONTINUANCE

3.1. The Attorney General deems that the above conduct constitutes unfair or deceptive acts or practices in trade or commerce that violate the **Colorado Consumer Protection Act C.R.S. § 6-1-101, et. seq.**

3.2. Respondent denies it has violated the Colorado Consumer Protection Act and denies that it has engaged in the practices above. Respondent has agreed to enter this Assurance of Discontinuance and settlement of contested matters to avoid further controversy and expense.

3.3. Respondent agrees not to engage in the practices identified in Paragraph 2.4. Respondent also agrees to fully comply with all requirements of **CCPA § 6-1-101, et. seq.**

3.4. In addition, Respondent agrees that it will disclose in its marketing materials, regardless of media or format, and in clear and conspicuous language:

3.4.1 The maximum time it will take to return results associated with its COVID-19 diagnostic testing services. Such disclosures shall be made contemporaneously with the claim that they are intended to qualify; and

3.4.2 The actual cash price that will be charged to consumers, and what discounts are available, if any, for its COVID-19 diagnostic testing services. If discounts are available, the reasons for those discounts and the quantity of discounts shall also be clearly and conspicuously disclosed.

3.5. Respondent shall endeavor to report all COVID-19 diagnostic test results to consumers within its advertised time period. In the event this is not practicable, Respondent shall actively notify the consumer of the delay and allow the opportunity for the affected consumer to receive a full refund.

3.6. Respondent shall comply with all state, federal, and local requirements to promptly deliver COVID-19 positive test results to any state, federal, or local health department, agency, or board. In the event of any delays, Respondent shall notify these parties.

3.7. Respondent shall not charge administrative fees or similar fees to consumers for its COVID-19 diagnostic testing services.

3.8. Respondent shall not, in a declared emergency, unjustifiably increase the price at which any necessary property or service in connection with COVID-19 diagnostic testing is offered for sale to consumers.

IV. MONETARY PAYMENT

4.1. Pursuant to the CCPA and other similar statutes within the Multistate Group, Respondent shall pay $3,628,718.34 in restitution to consumers in the states within the Multistate Group. This amount ($3,628,718.34) shall be given as restitution to the following classes of consumers: (1) consumers that were charged administrative fees (totaling $1,749,568.35 in restitution); (2) the difference between the agreed-upon costs for standard PCR tests, rapid PCR tests, rapid antibody, and rapid antigen tests to consumers that paid out-of-pocket more than those amounts per test (totaling $1,845,457.99 in restitution); and (3) consumers that did not receive PCR test results within the advertised three days of their test (totaling $33,692 in restitution).

4.2. Respondent shall provide a simple online mechanism for eligible consumers to request and obtain refunds, as agreed upon by the Multistate Group and Respondent, and shall promptly accept and process any request by an eligible consumer for a refund. This online mechanism may include an electronic claims form allowing the consumer to request a refund of any eligible amounts based on the tests purchased by the consumer, and will be designed to not be difficult, costly, confusing, or time-consuming for individual consumers. Any refund requested under this paragraph shall be processed by Respondent and paid to the consumer within thirty (30) calendar days.

4.3. Respondent shall make reasonable efforts to locate and refund consumers in the agreed-upon amounts, as referenced in Paragraph 4.1, including emailing each consumer at the consumer's last-known email address within 30 days of entry of this Assurance of Discontinuance to

notify the consumer about the availability of the refund and sending a second email within 90 days of entry of this Assurance of Discontinuance. Respondent shall include a link to the refund-website in its initial email to consumers. Draft emails to be sent to consumers shall be agreed upon by Multistate Group and Respondent.

4.4. Respondent shall provide a periodic accounting of all communications with and restitution distributed to the consumers identified in Paragraph 4.1. Such periodic accounting shall occur approximately every three months for a year beginning on the day this Assurance of Discontinuance is entered. Such accounting shall have sufficient information for the Multistate Group to determine the number of consumers and the amount refunded in each state within the Multistate Group. The form and content of such accounting report will be negotiated by Multistate Group and Respondent.

4.5. Any amount of the $3,628,718.34 in restitution that is not claimed and distributed by Respondent within one (1) year of entry of this Assurance of Discontinuance shall be remitted by Respondent to the Multistate Group, with each state receiving the restitution unclaimed by the consumers from their state. This remittance shall begin to occur within thirty (30) days of the one-year anniversary of the entry of this Assurance of Discontinuance.

4.6. Pursuant to the CCPA and other similar statutes within the Multistate Group, the Multistate Group shall recover and Respondent shall pay the Multistate Group the amount of $1,250,000 for costs and reasonable attorney's fees incurred by the Multistate Group in pursuing this matter, for monitoring and potential enforcement of this Assurance of Discontinuance, for future enforcement of the CCPA, or for any lawful purpose in the discharge of the Attorneys General's duties at the sole discretion of the Multistate Group and each Attorneys General. Respondent shall distribute each state's portion of the payment in accordance with the parties' agreed-upon allocation formula, attached as **Exhibit A**. This payment shall be made within 60 days of entry of this Assurance of Discontinuance.

4.7. Payments referenced in paragraphs 4.1 through 4.6 shall be made by wire transfer or valid check payable to "Colorado Department of Law," delivered to the Colorado Department of Law, Consumer Protection Section, 1300 Broadway, 10th Floor, Denver, CO 80203.

4.8. Respondent's failure to timely make payments as required by this Assurance of Discontinuance by the date of entry of this Assurance of Discontinuance, without written agreement by the Multistate Group, shall be a material breach of this Assurance of Discontinuance.

4.9. Respondent's failure to pay attorneys' fees and costs to the Multistate Group as required by this Assurance of Discontinuance shall be a material breach of the Assurance of Discontinuance.

V. RELEASE OF CLAIMS

5.1. By its execution of this Assurance of Discontinuance, the Attorney General releases Respondent from all civil claims, causes of action, damages, restitution, fines, costs, and penalties under **the CCPA** arising from or related to the conduct and/or practices referenced in this Assurance of Discontinuance.

5.2. Notwithstanding any terms of this Assurance, the following claims are not within the scope of the release in Paragraph 5.1:

A. Private rights of action, including any claims consumers have or may have on an individual or class basis under state consumer protection laws, including **the CCPA**, against any person or entity, including Respondent;

B. Claims of environmental or tax liability;

C. Criminal liability;

D. Claims for property damage;

E. Claims alleging violations of state, local, or federal securities laws;

F. Claims alleging violations of state, local, or federal antitrust laws; and

G. Any other civil or administrative liability that any person or entity, including Respondent, has or may have to **Colorado** and any subdivision thereof, not covered by the release in Paragraph 5.1.

5.3. In the event that Respondent violates this Assurance of Discontinuance, this release of claims becomes void, and nothing shall prevent the Attorney General from enforcing **the CCPA.** and seeking permanent injunctive relief and recovery of costs, restitution, and civil penalties against Respondent for any conduct covered by this Assurance of Discontinuance prior to and after its execution by the parties.

5.4. This Assurance of Discontinuance is not, and may not, be considered an admission of violation for any purposes; but proof of failure to comply with this Assurance of Discontinuance shall be *prima facie* evidence of violations of **Colorado Consumer Protection Act C.R.S. § 6-1-101, et. seq.** and may be enforced by the **Colorado** Attorney General in the same manner it uses to enforce violations of assurances of discontinuance entered pursuant to the **CCPA**, thereby placing upon the violator the burden of defending against the Court's imposition of injunctions, restitution, civil penalties, and other relief that the Attorney General may seek.

VI. GENERAL TERMS

6.1. Nothing in this Assurance shall relieve Respondent of its obligation to comply with all applicable **Colorado** and federal laws and regulations.

6.2. This Assurance may be executed in counterparts, each of which constitutes an original, and all of which shall constitute one and the same agreement. This Assurance may be executed by facsimile or electronic copy in any image format.

6.3. The person signing this Assurance for Respondent warrants that Respondent has authorized the person(s) to execute this Assurance, that Respondent has been fully advised by their counsel before entering into the Assurance, and that he or she executes this Assurance in an official capacity that binds Respondent.

6.4. This Assurance constitutes the full and complete terms of the agreement entered into by Respondent and the Multistate Group.

6.5. The Parties agree that this Assurance, including any issues related to interpretation or enforcement, shall be governed by the laws of the State of **Colorado**.

6.6. The **Colorado Attorney General** shall retain jurisdiction of this matter for purposes of enforcing this Assurance. The Attorney General may take any action within his legal authority to further relief as he determines is proper and necessary for the enforcement of this Assurance. The parties agree that, in any action brought by the Attorney General to enforce the terms of this Assurance, the Court shall have the authority to award equitable relief, including specific performance.

6.7. The failure of a party to exercise any rights under this Assurance shall not be deemed to be a waiver of any right or any future rights.

6.8. Nothing in this Assurance shall be construed to limit the power or authority of the state of **Colorado** or the Attorney General except as expressly set forth herein.

6.9. Each of the parties participated in the drafting of this Assurance and agrees that the Assurance's terms may not be construed against or in favor of any of the parties by virtue of draftsmanship.

6.10. Each party shall perform such further acts and execute and deliver such further documents as may reasonably be necessary to carry out this Assurance.

6.11. The facts alleged in this Assurance will be taken as true without further proof for the purposes of determining the nondischargeability of the State's monetary judgment, as ordered by this Assurance, in any bankruptcy proceeding.

6.12. The facts alleged in this Assurance establish all elements necessary to sustain an action by the Attorney General pursuant to section 523(a)(2)(A) of the Bankruptcy Code, 11 U.S.C. § 523(a)(2)(A), and this Assurance will have collateral estoppel effect for such purposes.

6.13. On or before executing this Assurance, Respondent shall provide the Attorney General their taxpayer identification numbers (TIN). Respondent understands that it may be subject

to a penalty if they fail to provide the Attorney General with their TIN pursuant to 26 C.F.R. 6723, 26 C.F.R. 6724(d)(3), and 26 C.F.R. 301.6723-1. Respondent shall also cooperate in the Attorney General's Office's completion of Internal Revenue Service Form 1098-F by providing the Attorney General by December 31, 2026, any additional necessary information requested by the Attorney General's Office.

6.14. Respondent shall notify their principals, officers, directors, agents, employees, affiliates, subsidiaries, and successors, and any other person in active concert or participation with the companies of the obligations, duties, and responsibilities imposed on them by this Assurance.

6.15. Respondent shall not state or imply, directly or indirectly, that the **Colorado** Attorney General has approved of, condoned, or agreed with any conduct or actions by Respondent.

6.16. Service of notices required by this Assurance shall be served on the following persons, or any person subsequently designated by the parties to receive such notices:

For Philip J. Weiser, Attorney General for the State of Colorado:

Betsy Atkinson
Senior Assistant Attorney General
Consumer Fraud Unit
Colorado Department of Law
1300 Broadway, 9th Floor
Denver, Colorado 80203
Betsy.atkinson@coag.gov

For GS Labs, Inc.:

Katherine J. Spohn, Partner

Bruning Law Group, LLC
1125 Q Street, Suite 501
Lincoln, NE 68508
(402) 261-3475
katie@bruninglawgroup.com

Presented by:

For the Attorney General:

(Signature) Elizabeth Atkinson Date: June 10, 2026
Elizabeth "Betsy" Atkinson, 42811
Senior Assistant Attorney General
Consumer Fraud Unit
Colorado Department of Law
1300 Broadway, 9th Floor
Denver, CO 80203
Betsy.atkinson@coag.gov

Agreed to and approved for entry by:

GS LABS, Inc.:

By: Katherine J Spohn Date: June 10, 2026
Katherine J. Spohn, Partner
Bruning Law Group, LLC
1125 Q Street, Suite 501
Lincoln, Nebraska 68508
(402) 261-3475
katie@bruninglawgroup.com

Exhibit A

Allocation Per State

State	Share of Costs and Fees under ¶ 4.6
Alabama	$0
Arizona	$2,388.99
Colorado	$23,601.70
Illinois	$1,068.76
Indiana	$6,679.58
Iowa	$162,681.24
Kansas	$52,173.25
Massachusetts	$3,474.29
Minnesota	$146,531.65
Missouri	$63,654.85
Nebraska	$368,403.06
New Jersey	$3,868.71
North Dakota	$697.17
Ohio	$18,905.95
Oregon	$47,302.34
Pennsylvania	$5,161.97
South Dakota	$16,669.99
Washington	$326,736.48
TOTAL	$1,250,000