

B10 (Official Form 10) (04/13)

UNITED STATES BANKRUPTCY COURT		Eastern District of Virginia	PROOF OF CLAIM
Name of Debtor: HEALTH DIAGNOSTIC LABORATORY INC		Case Number: 15-32919 (KRH)	<div style="border: 2px solid black; padding: 5px; display: inline-block;"> RICHMOND DIVISION <div style="border: 1px solid black; padding: 5px; display: inline-block;"> JUL 20 2015 </div> CLERK U.S. BANKRUPTCY COURT COURT USE ONLY </div> <div style="position: absolute; left: -20px; top: 50%; transform: translateY(-50%); font-weight: bold;">FILED</div> <div style="position: absolute; right: -20px; top: 50%; transform: translateY(-50%); font-weight: bold;">FILED</div>
NOTE: Do not use this form to make a claim for an administrative expense that arises after the bankruptcy filing. You may file a request for payment of an administrative expense according to 11 U.S.C. § 503.			
Name of Creditor (the person or other entity to whom the debtor owes money or property): Phlebotek Corporation			
Name and address where notices should be sent: PO BOX 2263 Fort Lauderdale, FL 33303		<div style="color: blue; font-weight: bold; font-size: 1.2em;">RECEIVED</div> <div style="color: red; font-weight: bold; font-size: 1.2em;">JUL 20 2015</div>	<input type="checkbox"/> Check this box if this claim amends a previously filed claim. Court Claim Number: _____ (If known) Filed on: _____
Telephone number: (224) 400-6051 email: accounting@phlebotek.com American Legal Claims			<input type="checkbox"/> Check this box if you are aware that anyone else has filed a proof of claim relating to this claim. Attach copy of statement giving particulars.
Name and address where payment should be sent (if different from above): Telephone number: _____ email: _____		In re: HEALTH DIAGNOSTIC LABORATORY - HDL INC Case No: 15-32919 <div style="background-color: #00FFFF; padding: 2px; display: inline-block;">COURT FILED CLAIM 1016</div>	
1. Amount of Claim as of Date Case Filed: \$ <u>15,300.00</u>			
If all or part of the claim is secured, complete item 4.			
If all or part of the claim is entitled to priority, complete item 5.			
<input type="checkbox"/> Check this box if the claim includes interest or other charges in addition to the principal amount of the claim. Attach a statement that itemizes interest or charges.			
2. Basis for Claim: <u>Contracted blood collection services</u> (See instruction #2)			
3. Last four digits of any number by which creditor identifies debtor: 4 3 5 4	3a. Debtor may have scheduled account as: _____ (See instruction #3a)	3b. Uniform Claim Identifier (optional): _____ (See instruction #3b)	
4. Secured Claim (See instruction #4) Check the appropriate box if the claim is secured by a lien on property or a right of setoff, attach required redacted documents, and provide the requested information. Nature of property or right of setoff: <input type="checkbox"/> Real Estate <input type="checkbox"/> Motor Vehicle <input type="checkbox"/> Other Describe: _____ Value of Property: \$ _____ Annual Interest Rate _____ % <input type="checkbox"/> Fixed or <input type="checkbox"/> Variable (when case was filed)		Amount of arrearage and other charges, as of the time case was filed, included in secured claim, if any: \$ _____ Basis for perfection: _____ Amount of Secured Claim: \$ _____ Amount Unsecured: \$ _____	
5. Amount of Claim Entitled to Priority under 11 U.S.C. § 507 (a). If any part of the claim falls into one of the following categories, check the box specifying the priority and state the amount.			
<input type="checkbox"/> Domestic support obligations under 11 U.S.C. § 507 (a)(1)(A) or (a)(1)(B). <input type="checkbox"/> Up to \$2,775* of deposits toward purchase, lease, or rental of property or services for personal, family, or household use – 11 U.S.C. § 507 (a)(7).		<input type="checkbox"/> Wages, salaries, or commissions (up to \$12,475*) earned within 180 days before the case was filed or the debtor's business ceased, whichever is earlier – 11 U.S.C. § 507 (a)(4). <input type="checkbox"/> Taxes or penalties owed to governmental units – 11 U.S.C. § 507 (a)(8). <input type="checkbox"/> Contributions to an employee benefit plan – 11 U.S.C. § 507 (a)(5). <input type="checkbox"/> Other – Specify applicable paragraph of 11 U.S.C. § 507 (a)(____).	
		Amount entitled to priority: \$ _____	
*Amounts are subject to adjustment on 4/01/16 and every 3 years thereafter with respect to cases commenced on or after the date of adjustment.			
6. Credits. The amount of all payments on this claim has been credited for the purpose of making this proof of claim. (See instruction #6)			

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7. Documents: Attached are redacted copies of any documents that support the claim, such as promissory notes, purchase orders, invoices, itemized statements of running accounts, contracts, judgments, mortgages, security agreements, or, in the case of a claim based on an open-end or revolving consumer credit agreement, a statement providing the information required by FRBP 3001(c)(3)(A). If the claim is secured, box 4 has been completed, and redacted copies of documents providing evidence of perfection of a security interest are attached. If the claim is secured by the debtor's principal residence, the Mortgage Proof of Claim Attachment is being filed with this claim. (See instruction #7, and the definition of "redacted".)

DO NOT SEND ORIGINAL DOCUMENTS. ATTACHED DOCUMENTS MAY BE DESTROYED AFTER SCANNING.

If the documents are not available, please explain:

8. Signature: (See instruction #8)

Check the appropriate box.

☒ I am the creditor. ☐ I am the creditor's authorized agent. ☐ I am the trustee, or the debtor, or their authorized agent. ☐ I am a guarantor, surety, indorser, or other codebtor. (See Bankruptcy Rule 3005.) (See Bankruptcy Rule 3004.)

I declare under penalty of perjury that the information provided in this claim is true and correct to the best of my knowledge, information, and reasonable belief.

Print Name: Phillip Svehla

Title: CEO

Company: Phlebotek Corporation

Address and telephone number (if different from notice address above):



(Date)

Telephone number: 7244006051 email: PHIL@PHLEBOTEK.COM

Penalty for presenting fraudulent claim: Fine of up to \$500,000 or imprisonment for up to 5 years, or both. 18 U.S.C. §§ 152 and 3571.

INSTRUCTIONS FOR PROOF OF CLAIM FORM

The instructions and definitions below are general explanations of the law. In certain circumstances, such as bankruptcy cases not filed voluntarily by the debtor, exceptions to these general rules may apply.

Items to be completed in Proof of Claim form

Court, Name of Debtor, and Case Number:

Fill in the federal judicial district in which the bankruptcy case was filed (for example, Central District of California), the debtor's full name, and the case number. If the creditor received a notice of the case from the bankruptcy court, all of this information is at the top of the notice.

Creditor's Name and Address:

Fill in the name of the person or entity asserting a claim and the name and address of the person who should receive notices issued during the bankruptcy case. A separate space is provided for the payment address if it differs from the notice address. The creditor has a continuing obligation to keep the court informed of its current address. See Federal Rule of Bankruptcy Procedure (FRBP) 2002(g).

1. Amount of Claim as of Date Case Filed:

State the total amount owed to the creditor on the date of the bankruptcy filing. Follow the instructions concerning whether to complete items 4 and 5. Check the box if interest or other charges are included in the claim.

2. Basis for Claim:

State the type of debt or how it was incurred. Examples include goods sold, money loaned, services performed, personal injury/wrongful death, car loan, mortgage note, and credit card. If the claim is based on delivering health care goods or services, limit the disclosure of the goods or services so as to avoid embarrassment or the disclosure of confidential health care information. You may be required to provide additional disclosure if an interested party objects to the claim.

3. Last Four Digits of Any Number by Which Creditor Identifies Debtor:

State only the last four digits of the debtor's account or other number used by the creditor to identify the debtor.

3a. Debtor May Have Scheduled Account As:

Report a change in the creditor's name, a transferred claim, or any other information that clarifies a difference between this proof of claim and the claim as scheduled by the debtor.

3b. Uniform Claim Identifier:

If you use a uniform claim identifier, you may report it here. A uniform claim identifier is an optional 24-character identifier that certain large creditors use to facilitate electronic payment in chapter 13 cases.

4. Secured Claim:

Check whether the claim is fully or partially secured. Skip this section if the

claim is entirely unsecured. (See Definitions.) If the claim is secured, check the box for the nature and value of property that secures the claim, attach copies of lien documentation, and state, as of the date of the bankruptcy filing, the annual interest rate (and whether it is fixed or variable), and the amount past due on the claim.

5. Amount of Claim Entitled to Priority Under 11 U.S.C. § 507 (a).

If any portion of the claim falls into any category shown, check the appropriate box(es) and state the amount entitled to priority. (See Definitions.) A claim may be partly priority and partly non-priority. For example, in some of the categories, the law limits the amount entitled to priority.

6. Credits:

An authorized signature on this proof of claim serves as an acknowledgment that when calculating the amount of the claim, the creditor gave the debtor credit for any payments received toward the debt.

7. Documents:

Attach redacted copies of any documents that show the debt exists and a lien secures the debt. You must also attach copies of documents that evidence perfection of any security interest and documents required by FRBP 3001(c) for claims based on an open-end or revolving consumer credit agreement or secured by a security interest in the debtor's principal residence. You may also attach a summary in addition to the documents themselves. FRBP 3001(c) and (d). If the claim is based on delivering health care goods or services, limit disclosing confidential health care information. Do not send original documents, as attachments may be destroyed after scanning.

8. Date and Signature:

The individual completing this proof of claim must sign and date it. FRBP 9011. If the claim is filed electronically, FRBP 5005(a)(2) authorizes courts to establish local rules specifying what constitutes a signature. If you sign this form, you declare under penalty of perjury that the information provided is true and correct to the best of your knowledge, information, and reasonable belief. Your signature is also a certification that the claim meets the requirements of FRBP 9011(b). Whether the claim is filed electronically or in person, if your name is on the signature line, you are responsible for the declaration. Print the name and title, if any, of the creditor or other person authorized to file this claim. State the filer's address and telephone number if it differs from the address given on the top of the form for purposes of receiving notices. If the claim is filed by an authorized agent, provide both the name of the individual filing the claim and the name of the agent. If the authorized agent is a servicer, identify the corporate servicer as the company. Criminal penalties apply for making a false statement on a proof of claim.

Phlebotek Corporation

April 17, 2014

Phlebotek Corporation
1817 NE 164th St.
North Miami Beach, FL 33162

Re: Process and Handling Fee for Health Diagnostic Laboratory, Inc. Advanced Cardiovascular/Metabolic Testing

Dear Phillip Svehl:

This letter will confirm our understanding regarding fees to be paid by Health Diagnostic Laboratory, Inc. ("HDL, Inc.") to Phlebotek Corporation ("Laboratory") for specimens drawn and processed for shipment by Laboratory and sent to HDL, Inc. for Advanced Cardiovascular/Metabolic Testing. HDL, Inc. and Laboratory hereby agree as follows:

1. In consideration of the processing and handling services provided by Laboratory including, as appropriate: apportioning the specimen into multiple vials specific to whole blood, serum, plasma and urine testing requirements; labeling the vials specific to the category of testing to be performed; loading, spinning and unloading the vials in a blood centrifuge machine; maintaining specimen integrity by cooling and packaging the vials in specially designed biohazard shipping containers in proper sleeves; obtaining patient demographic and insurance information; labeling shipping forms with proper disclosure; and coordinating shipment pickup (the "Process and Handling Services"), HDL, Inc. shall pay Laboratory a **\$22.00** per specimen fee (the "Process and Handling Fee") for each specimen collected by Laboratory and sent to HDL, Inc. for Advanced Cardiovascular/Metabolic Testing by HDL, Inc.
2. In consideration for phlebotomist services and related services provided by Laboratory in collecting the specimen (the "Collection Services"), HDL, Inc. shall pay Laboratory a fee of **\$3.00** per specimen (the "Collection Fee").
3. In summary, the total reimbursement for the Collection Services and the Process and Handling Services will be **\$25.00** per specimen. Laboratory hereby represents that the amounts charged herein are similar to amounts charged by Laboratory to other esoteric laboratories for similar services.
4. HDL, Inc. shall pay the collection site appropriate Process and Handling Fees and Collection Fees (collectively, the "Fees") on a monthly basis, based on the specimens provided by Phlebotek Corporation and processed by HDL, Inc. Payment of the Fees shall be made on or about the 10th of each month. HDL, Inc. will provide Phlebotek Corporation the complete list of specimens each month with the paid P&H fees.
5. Laboratory agrees not to bill, receive or collect any reimbursement from any third party payor, including commercial insurers and governmental programs such as Medicare and Medicaid, for any Process and Handling Services or Collection Services for which Laboratory receives any Fees from HDL, Inc.
6. Laboratory represents that it is a free-standing clinical laboratory and has no ability to influence the referral pattern of any referring physicians. Furthermore, any referrals by physicians of patients to HDL, Inc. is based solely upon the professional judgment of the referring physician and that any relationship between the Laboratory and a referring physician shall not cause the provision of the Processing and Handling Services and the Collection Services to be illegal or improper.
7. Laboratory shall provide the Processing and Handling Services and the Collection Services in accordance with all applicable laws, rules and regulations.

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8. Laboratory shall not re-direct tests to another laboratory, change the tests ordered by the physician, or otherwise cause the tests ordered on the requisition to be performed or run by any other laboratory. Laboratory acknowledges that it does not have the authority to change or otherwise alter the ordering directions of the physician.
9. This agreement shall have an initial term of 12 months from the date hereof and shall thereafter be automatically renew on each anniversary of the date hereof for an additional 12-month term until this agreement is terminated. Either party may terminate this agreement at any time for any reason upon thirty (30) days' prior written notice to the other party.
10. Nothing in this agreement or in any other written or oral agreement between HDL, Inc. and Laboratory with respect to the subject matter hereof, nor any consideration offered or paid in connection with this agreement is intended to be an inducement to the referral of any item or service to HDL, Inc. Any consideration paid by HDL, Inc. to Laboratory as compensation for the Processing and Handling Services and the Collection Services provided hereunder is consistent with what the parties reasonably believe to be fair market value.
11. The parties to this agreement are independent contractors. Nothing in this agreement shall be deemed to create between the parties a relationship of partnership, agency, employment, franchise or joint venture.
12. This Agreement constitutes the entire understanding between the parties hereto with respect to the subject matter herein and supersedes all prior agreements between the parties hereto with respect to the subject matter herein. No amendment or modification of its terms shall be valid or binding upon any party unless addressed in writing and signed by an authorized representative of both parties hereto.
13. Each party represents that it has not been convicted of a crime related to healthcare and is not currently listed by a federal agency as debarred, excluded or otherwise ineligible for participation in federally funded programs (including, without limitation, federally funded healthcare programs, such as Medicare and Medicaid).
14. To validate this agreement you must sign and return it to: Client Services Health Diagnostic Laboratory, Inc., 737 N. 5th St., Suite 103, Richmond, VA 23219; Fax 877-448-6658. Should you have further questions or if we may assist you in any way, please contact us at (804)343-2718 or 877- 4HD-LABS (877-443-5227).

HEALTH DIAGNOSTIC LABORATORY, INC.

Signature: _____ Date: _____

Printed Name: Tonya Mallory
President & CEO, Health Diagnostic Laboratory, Inc.

ACCEPTED AND AGREED TO AS OF THE DATE ABOVE

Signature:  Date: 4/17/14

Printed Name: PHILLIP SVEHLA

Company Name: PHLEBOTEK CORP

Phlebotek Corporation

Phlebotek Corporation
PO BOX 2263
Fort Lauderdale, FL 33303

(224)400-6051
accounting@phlebotek.com
http://www.phlebotek.com

PHLEBOTEK**Invoice**

Date	Invoice #
07/07/2015	1314
Terms	Due Date
Net 30	08/06/2015

Bill To

Laurel Ameen
Health Diagnostic Laboratory, Inc.
737 N 5th Street, Suite 200
Richmond, VA 23219
LAmeen@hdlabinc.com

Amount Due	Enclosed
\$15,300.00	

Please detach top portion and return with your payment

Date	Activity	Quantity	Rate	Amount
05/31/2015	HDL Collections - Month of May 2015 - [REDACTED] Mesa, AZ 85205 - [REDACTED]	257	25.00	6,425.00
05/31/2015	HDL Collections - Month of May 2015 - [REDACTED] 53018 - [REDACTED] (CL) [REDACTED]	124	25.00	3,100.00
05/31/2015	HDL Collections - Month of May 2015 - [REDACTED] Denver, CO 80231 - [REDACTED] [REDACTED]	66	25.00	1,650.00
05/31/2015	HDL Collections - Month of May 2015 - [REDACTED] Milford, PA 18337 - [REDACTED] Tasha Woodruff	44	25.00	1,100.00
05/31/2015	HDL Collections - Month of May 2015 - [REDACTED] Greenwood, Village, CO - [REDACTED]	4	25.00	100.00
05/31/2015	HDL Collections - Month of May 2015 - [REDACTED] Gilbert, AZ 85297 - [REDACTED]	66	25.00	1,650.00

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Date	Activity	Quantity	Rate	Amount
05/31/2015	HDL Collections - Month of May 2015 [REDACTED] [REDACTED] Scottsdale, AZ 85255 [REDACTED]	36	25.00	900.00
05/31/2015	HDL Collections - Month of June 2015 [REDACTED] [REDACTED] Scottsdale, AZ 85255 [REDACTED]	15	25.00	375.00

Total	\$15,300.00
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Please make all payments out to Phlebotek Corp.

Payment by credit card is also available, please request a link to be sent.

Overdue payments subject to a 10% weekly penalty charge.