

UNITED STATES
SECURITIES AND EXCHANGE COMMISSION
WASHINGTON, DC 20549

FORM 10-Q

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

For the quarterly period ended March 31, 2013
Commission file number 001-12215

Quest Diagnostics Incorporated

Three Giralda Farms
Madison, NJ 07940
(973) 520-2700

Delaware
(State of Incorporation)

16-1387862
(I.R.S. Employer Identification Number)

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 No

Indicate by check mark whether the registrant has submitted electronically and posted on its corporate Web site, if any, every Interactive Data File required to be submitted and posted pursuant to Rule 405 of Regulation S-T (§232.405 of this chapter) during the preceding 12 months (or for such shorter period that the registrant was required to submit and post such files). Yes No

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

Large accelerated filer Accelerated filer
Non-accelerated filer (Do not check if a smaller reporting company) Smaller reporting company

Indicate by check mark whether the registrant is a shell company (as defined in Rule 12b-2 of the Exchange Act). Yes No

As of April 19, 2013, there were outstanding 158,029,409 shares of the registrant's common stock, \$.01 par value.

PART I - FINANCIAL INFORMATION

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QUEST DIAGNOSTICS INCORPORATED AND SUBSIDIARIES
CONSOLIDATED STATEMENTS OF OPERATIONS
FOR THE THREE MONTHS ENDED MARCH 31, 2013 AND 2012
(unaudited)
(in thousands, except per share data)

	Three Months Ended March	
	31,	
	2013	2012
Net revenues	\$ 1,786,647	\$ 1,908,697
Operating costs and expenses:		
Cost of services	1,091,834	1,109,164
Selling, general and administrative	447,869	483,252
Amortization of intangible assets	19,284	18,825
Other operating expense (income), net	666	(363)
Total operating costs and expenses	<u>1,559,653</u>	<u>1,610,878</u>
Operating income	226,994	297,819
Other income (expense):		
Interest expense, net	(39,865)	(42,102)
Equity earnings in unconsolidated joint ventures	6,146	7,609
Other income, net	3,391	4,756
Total non-operating expenses, net	<u>(30,328)</u>	<u>(29,737)</u>
Income from continuing operations before taxes	196,666	268,082
Income tax expense	<u>73,337</u>	<u>102,562</u>
Income from continuing operations	123,329	165,520
Income from discontinued operations, net of taxes	<u>20,288</u>	<u>2,995</u>
Net income	143,617	168,515
Less: Net income attributable to noncontrolling interests	<u>7,838</u>	<u>9,397</u>
Net income attributable to Quest Diagnostics	<u>\$ 135,779</u>	<u>\$ 159,118</u>
Amounts attributable to Quest Diagnostics' stockholders:		
Income from continuing operations	\$ 115,491	\$ 156,123
Income from discontinued operations, net of taxes	20,288	2,995
Net income	<u>\$ 135,779</u>	<u>\$ 159,118</u>
Earnings per share attributable to Quest Diagnostics' common stockholders - basic:		
Income from continuing operations	\$ 0.73	\$ 0.98
Income from discontinued operations	0.13	0.02
Net income	<u>\$ 0.86</u>	<u>\$ 1.00</u>
Earnings per share attributable to Quest Diagnostics' common stockholders - diluted:		
Income from continuing operations	\$ 0.72	\$ 0.97
Income from discontinued operations	0.13	0.02
Net income	<u>\$ 0.85</u>	<u>\$ 0.99</u>
Weighted average common shares outstanding:		
Basic	158,098	158,293
Diluted	159,406	159,706
Dividends per common share	\$ 0.30	\$ 0.17

The accompanying notes are an integral part of these statements.

QUEST DIAGNOSTICS INCORPORATED AND SUBSIDIARIES
CONSOLIDATED STATEMENTS OF COMPREHENSIVE INCOME
FOR THE THREE MONTHS ENDED MARCH 31, 2013 AND 2012
(unaudited)
(in thousands)

	Three Months Ended March	
	31,	
	2013	2012
Net income	\$ 143,617	\$ 168,515
Other comprehensive income (loss):		
Currency translation	(4,387)	18,216
Market valuation, net of tax	(58)	201
Net deferred loss on cash flow hedges, net of tax	210	210
Other	10	—
Other comprehensive income (loss)	<u>(4,225)</u>	<u>18,627</u>
Comprehensive income	139,392	187,142
Less: Comprehensive income attributable to noncontrolling interests	7,838	9,397
Comprehensive income attributable to Quest Diagnostics	<u>\$ 131,554</u>	<u>\$ 177,745</u>

The accompanying notes are an integral part of these statements.

QUEST DIAGNOSTICS INCORPORATED AND SUBSIDIARIES
CONSOLIDATED BALANCE SHEETS
MARCH 31, 2013 AND DECEMBER 31, 2012
(in thousands, except per share data)

	March 31, 2013	December 31, 2012
	(unaudited)	
<u>Assets</u>		
Current assets:		
Cash and cash equivalents	\$ 133,603	\$ 295,586
Accounts receivable, net of allowance for doubtful accounts of \$238,574 and \$235,747 at March 31, 2013 and December 31, 2012, respectively	929,966	867,010
Inventories	89,817	93,050
Deferred income taxes	158,676	174,209
Prepaid expenses and other current assets	97,810	90,950
Current assets held for sale	47,294	40,192
Total current assets	1,457,166	1,560,997
Property, plant and equipment, net	753,936	755,831
Goodwill	5,630,102	5,535,848
Intangible assets, net	899,423	872,172
Other assets	212,722	204,631
Non-current assets held for sale	352,815	354,384
Total assets	\$ 9,306,164	\$ 9,283,863
<u>Liabilities and Stockholders' Equity</u>		
Current liabilities:		
Accounts payable and accrued expenses	\$ 935,018	\$ 1,016,191
Short-term borrowings and current portion of long-term debt	254,420	9,404
Current liabilities held for sale	18,778	22,008
Total current liabilities	1,208,216	1,047,603
Long-term debt	3,146,783	3,354,173
Other liabilities	663,449	635,558
Non-current liabilities held for sale	60,363	60,800
Stockholders' equity:		
Quest Diagnostics stockholders' equity:		
Common stock, par value \$0.01 per share; 600,000 shares authorized at both March 31, 2013 and December 31, 2012; 215,321 shares and 215,075 shares issued at March 31, 2013 and December 31, 2012, respectively	2,153	2,151
Additional paid-in capital	2,364,695	2,370,677
Retained earnings	4,778,602	4,690,378
Accumulated other comprehensive income	10,095	14,320
Treasury stock, at cost; 57,411 shares and 56,744 shares at March 31, 2013 and December 31, 2012, respectively	(2,955,596)	(2,914,479)
Total Quest Diagnostics stockholders' equity	4,199,949	4,163,047
Noncontrolling interests	27,404	22,682
Total stockholders' equity	4,227,353	4,185,729
Total liabilities and stockholders' equity	\$ 9,306,164	\$ 9,283,863

The accompanying notes are an integral part of these statements.

QUEST DIAGNOSTICS INCORPORATED AND SUBSIDIARIES
CONSOLIDATED STATEMENTS OF CASH FLOWS
FOR THE THREE MONTHS ENDED MARCH 31, 2013 AND 2012
(unaudited)
(in thousands)

	Three Months Ended March 31,	
	2013	2012
Cash flows from operating activities:		
Net income	\$ 143,617	\$ 168,515
Adjustments to reconcile net income to net cash provided by operating activities:		
Depreciation and amortization	70,218	72,174
Provision for doubtful accounts	71,923	80,718
Deferred income tax benefit	(169)	(15,437)
Stock-based compensation expense	5,019	20,068
Excess tax benefits from stock-based compensation arrangements	(861)	(3,298)
Other, net	(631)	(197)
Changes in operating assets and liabilities:		
Accounts receivable	(131,723)	(147,174)
Accounts payable and accrued expenses	(77,145)	(116,209)
Income taxes payable	(28,512)	112,039
Other assets and liabilities, net	(4,493)	(9,932)
Net cash provided by operating activities	47,243	161,267
Cash flows from investing activities:		
Business acquisitions, net of cash acquired	(90,393)	(50,556)
Capital expenditures	(49,097)	(29,998)
Increase in investments and other assets	(638)	(2,689)
Net cash used in investing activities	(140,128)	(83,243)
Cash flows from financing activities:		
Proceeds from borrowings	176,541	365,000
Repayments of debt	(132,394)	(467,312)
Purchases of treasury stock	(61,630)	(50,000)
Exercise of stock options	14,171	64,399
Excess tax benefits from stock-based compensation arrangements	861	3,298
Dividends paid	(47,695)	(26,900)
Distributions to noncontrolling interests	(3,366)	(5,884)
Other financing activities, net	(6,188)	19,928
Net cash used in financing activities	(59,700)	(97,471)
Net change in cash and cash equivalents	(152,585)	(19,447)
Less: Increase in cash and cash equivalents included in assets held for sale	(9,398)	—
Cash and cash equivalents, beginning of period	295,586	164,886
Cash and cash equivalents, end of period	\$ 133,603	\$ 145,439

The accompanying notes are an integral part of these statements.

QUEST DIAGNOSTICS INCORPORATED AND SUBSIDIARIES
CONSOLIDATED STATEMENTS OF STOCKHOLDERS' EQUITY
FOR THE THREE MONTHS ENDED MARCH 31, 2013 AND 2012
(unaudited)
(in thousands)

	Quest Diagnostics Stockholders' Equity							Total Stockholders' Equity
	Shares of Common Stock Outstanding	Common Stock	Additional Paid-In Capital	Retained Earnings	Accumulated Other Comprehensive Income (Loss)	Treasury Stock, at Cost	Non-controlling Interests	
Balance, December 31, 2012	158,331	\$ 2,151	\$ 2,370,677	\$ 4,690,378	\$ 14,320	\$ (2,914,479)	\$ 22,682	\$4,185,729
Net income				135,779			7,838	143,617
Other comprehensive loss, net of tax					(4,225)			(4,225)
Dividends declared				(47,555)				(47,555)
Distributions to noncontrolling interests							(3,366)	(3,366)
Issuance of common stock under benefit plans	497	4	579			4,137		4,720
Stock-based compensation expense			4,186			833		5,019
Exercise of stock options	302		(1,372)			15,543		14,171
Shares to cover employee payroll tax withholdings on stock issued under benefit plans	(154)	(2)	(8,820)					(8,822)
Tax benefits associated with stock-based compensation plans			(555)					(555)
Purchases of treasury stock	(1,066)					(61,630)		(61,630)
Other							250	250
Balance, March 31, 2013	157,910	\$ 2,153	\$ 2,364,695	\$ 4,778,602	\$ 10,095	\$ (2,955,596)	\$ 27,404	\$4,227,353

	Quest Diagnostics Stockholders' Equity							Total Stockholders' Equity
	Shares of Common Stock Outstanding	Common Stock	Additional Paid-In Capital	Retained Earnings	Accumulated Other Comprehensive Income (Loss)	Treasury Stock, at Cost	Non-controlling Interests	
Balance, December 31, 2011	157,420	\$ 2,146	\$ 2,347,518	\$ 4,263,599	\$ (8,067)	\$ (2,912,324)	\$ 22,127	\$3,714,999
Net income				159,118			9,397	168,515
Other comprehensive income, net of tax					18,627			18,627
Dividends declared				(27,070)				(27,070)
Distributions to noncontrolling interests							(5,884)	(5,884)
Issuance of common stock under benefit plans	851	8	659			3,920		4,587
Stock-based compensation expense			19,258			810		20,068
Exercise of stock options	1,401		(6,978)			71,377		64,399
Shares to cover employee payroll tax withholdings on stock issued under benefit plans	(307)	(3)	(17,730)					(17,733)
Tax benefits associated with stock-based compensation plans			4,425					4,425
Purchases of treasury stock	(847)					(50,000)		(50,000)
Other							1,124	1,124
Balance, March 31, 2012	158,518	\$ 2,151	\$ 2,347,152	\$ 4,395,647	\$ 10,560	\$ (2,886,217)	\$ 26,764	\$3,896,057

The accompanying notes are an integral part of these statements.

QUEST DIAGNOSTICS INCORPORATED AND SUBSIDIARIES
NOTES TO CONSOLIDATED FINANCIAL STATEMENTS
(dollars in thousands unless otherwise indicated)

1. DESCRIPTION OF BUSINESS

Background

Quest Diagnostics Incorporated and its subsidiaries ("Quest Diagnostics" or the "Company") is the world's leading provider of diagnostic information services ("DIS") providing insights that empower and enable patients, physicians, hospitals, integrated delivery networks, health plans, employers and others to make better healthcare decisions. The Company offers the broadest access in the United States to DIS through our nationwide network of laboratories and Company-owned patient service centers and the Company is the leading provider of DIS, including routine testing, esoteric or gene-based testing and anatomic pathology testing. The Company provides interpretive consultation through the largest medical and scientific staff in the industry, with hundreds of M.D.s and Ph.D.s, primarily located in the United States, many of whom are recognized leaders in their fields. The Company's Diagnostic Solutions ("DS") businesses offers a variety of solutions for life insurers and healthcare providers. The Company is the leading provider of risk assessment services for the life insurance industry. In addition, the Company is a leading provider of testing for clinical trials. The Company's diagnostics products business manufactures and markets diagnostic products. In addition, the Company offers healthcare organizations and clinicians robust information technology solutions.

2. SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES

Basis of Presentation

The interim consolidated financial statements reflect all adjustments which in the opinion of management are necessary for a fair statement of results of operations, comprehensive income, financial condition, cash flows and stockholders' equity for the periods presented. Except as otherwise disclosed, all such adjustments are of a normal recurring nature. The interim consolidated financial statements have been compiled without audit. Operating results for the interim periods are not necessarily indicative of the results that may be expected for the full year. These interim consolidated financial statements should be read in conjunction with the audited consolidated financial statements included in the Company's 2012 Annual Report on Form 10-K.

The year-end balance sheet data was derived from the audited financial statements as of December 31, 2012, but does not include all the disclosures required by accounting principles generally accepted in the United States ("GAAP").

The Company completed the sale of its OralDNA salivary-diagnostics business ("OralDNA") during the fourth quarter of 2012. In December 2012, the Company committed to a plan to sell and in February 2013, the Company entered into an agreement to sell its HemoCue diagnostics products business ("HemoCue"). During the third quarter of 2006, the Company completed its wind-down of NID, a test kit manufacturing subsidiary, and classified the operations of NID as discontinued operations. The accompanying consolidated statements of operations and related disclosures have been recast to report the results of HemoCue and NID as discontinued operations for the three months ended March 31, 2013 and OralDNA, HemoCue and NID for the three months ended March 31, 2012 as discontinued operations. See Note 12 for a further discussion of discontinued operations.

Use of Estimates

The preparation of financial statements in conformity with GAAP requires management to make estimates and assumptions that affect the reported amounts of assets and liabilities and disclosure of contingent assets and liabilities at the date of the financial statements and the reported amounts of revenues and expenses during the reporting period. Actual results could differ from those estimates.

Earnings Per Share

The Company's unvested restricted common stock and unvested restricted stock units that contain non-forfeitable rights to dividends are participating securities and, therefore, are included in the earnings allocation in computing earnings per share using the two-class method. Basic earnings per common share is calculated by dividing net income, adjusted for earnings allocated to participating securities, by the weighted average number of common shares outstanding. Diluted earnings per common share is calculated by dividing net income, adjusted for earnings allocated to participating securities, by the weighted

QUEST DIAGNOSTICS INCORPORATED AND SUBSIDIARIES
NOTES TO CONSOLIDATED FINANCIAL STATEMENTS – CONTINUED
(dollars in thousands unless otherwise indicated)

average number of common shares outstanding after giving effect to all potentially dilutive common shares outstanding during the period. Potentially dilutive common shares include the dilutive effect of outstanding stock options and performance share units granted under the Company's Amended and Restated Employee Long-Term Incentive Plan and its Amended and Restated Non-Employee Director Long-Term Incentive Plan. Earnings allocable to participating securities include the portion of dividends declared as well as the portion of undistributed earnings during the period allocable to participating securities.

Adoption of New Accounting Standards

On January 1, 2013, the Company adopted a new accounting standard issued by the Financial Accounting Standards Board ("FASB") related to the testing of indefinite-lived intangible assets, other than goodwill, for impairment. Similar to the guidance related to the testing of goodwill for impairment, an entity testing an indefinite-lived intangible asset for impairment has the option to perform a qualitative assessment before calculating the fair value of the asset. If, after assessing the totality of events and circumstances an entity determines that it is not more-likely-than-not that the indefinite-lived intangible asset is impaired, the entity would not be required to perform the quantitative impairment test. However, if the qualitative assessment indicates that it is more-likely-than-not that the fair value of the asset is less than its carrying amount, then the quantitative assessment must be performed. An entity is permitted to perform the qualitative assessment on none, some or all of its indefinite-lived intangible assets and may also bypass the qualitative assessment and begin with the quantitative assessment of indefinite-lived intangible assets for impairment. The adoption of this new standard did not have a material impact on the Company's consolidated financial statements.

On January 1, 2013, the Company adopted a new accounting standard issued by the FASB that adds new disclosure requirements for amounts reclassified out of accumulated other comprehensive income ("AOCI"). The total changes in AOCI must be disaggregated between reclassification adjustments and current period other comprehensive income. This new standard also requires an entity to present reclassification adjustments out of AOCI either on the face of the income statement or in the notes to the financial statements based on their source and the income statement line items affected by the reclassification. This standard is effective prospectively for the Company for interim and annual periods beginning on January 1, 2013. The adoption of this new standard did not have a material impact on the Company's consolidated financial statements.

New Accounting Pronouncements

In March 2013, the FASB issued a new accounting standard on foreign currency matters that clarifies the guidance of a parent company's accounting for the cumulative translation adjustment upon derecognition of certain subsidiaries or groups of assets within a foreign entity or of an investment in a foreign entity. Under this new standard, a parent company that ceases to have a controlling financial interest in a foreign subsidiary or group of assets within a foreign entity shall release any related cumulative translation adjustment into net income only if a sale or transfer results in complete or substantially complete liquidation of the foreign entity. This standard shall be applied prospectively and will become effective for the Company on January 1, 2014. The Company expects that the adoption of this standard will not have a material effect on its consolidated financial statements.

QUEST DIAGNOSTICS INCORPORATED AND SUBSIDIARIES
NOTES TO CONSOLIDATED FINANCIAL STATEMENTS – CONTINUED
(dollars in thousands unless otherwise indicated)

3. EARNINGS PER SHARE

The computation of basic and diluted earnings per common share was as follows (in thousands, except per share data):

	Three Months Ended March 31,	
	2013	2012
Amounts attributable to Quest Diagnostics' stockholders:		
Income from continuing operations	\$ 115,491	\$ 156,123
Income from discontinued operations, net of taxes	20,288	2,995
Net income attributable to Quest Diagnostics' common stockholders	\$ 135,779	\$ 159,118
Income from continuing operations	\$ 115,491	\$ 156,123
Less: Earnings allocated to participating securities	365	594
Earnings available to Quest Diagnostics' common stockholders – basic and diluted	\$ 115,126	\$ 155,529
Weighted average common shares outstanding – basic	158,098	158,293
Effect of dilutive securities:		
Stock options and performance share units	1,308	1,413
Weighted average common shares outstanding – diluted	159,406	159,706
Earnings per share attributable to Quest Diagnostics' common stockholders – basic:		
Income from continuing operations	\$ 0.73	\$ 0.98
Income from discontinued operations	0.13	0.02
Net income	\$ 0.86	\$ 1.00
Earnings per share attributable to Quest Diagnostics' common stockholders – diluted:		
Income from continuing operations	\$ 0.72	\$ 0.97
Income from discontinued operations	0.13	0.02
Net income	\$ 0.85	\$ 0.99

The following securities were not included in the calculation of diluted earnings per share due to their antidilutive effect (shares in thousands):

	Three Months Ended March 31,	
	2013	2012
Stock options and performance share units	2,085	1,995

4. INVIGORATE PROGRAM

During 2012, the Company committed to a course of action related to a multi-year program called Invigorate which is designed to reduce its cost structure. The Invigorate program is intended to address continued reimbursement pressures and labor and benefit cost increases, free up additional resources to invest in science, innovation and other growth initiatives, and enable the Company to improve operating profitability and quality. In connection with this program, the Company also launched a voluntary retirement program to certain eligible employees. The Invigorate program is currently expected to be principally completed by the end of 2014.

As part of the Invigorate program, the Company launched a major management restructuring aimed at driving operational excellence and restoring growth. The key element of this organizational change is to eliminate the complexity

QUEST DIAGNOSTICS INCORPORATED AND SUBSIDIARIES
NOTES TO CONSOLIDATED FINANCIAL STATEMENTS – CONTINUED
(dollars in thousands unless otherwise indicated)

associated with the Company's prior structure, including reducing management layers, so that the Company can better focus on customers and speed decision-making. The new organization is designed to align around future growth opportunities, improve execution and leverage company-wide infrastructure to maximize value and efficiency. The majority of the organizational changes became effective on January 1, 2013. In connection with these changes the Company expects to eliminate three management layers, and approximately 400 to 600 management positions by the end of 2013.

The following table provides a summary of the Company's pre-tax restructuring and integration charges associated with Invigorate and other employee separation costs for the three months ended March 31, 2013:

	Three Months Ended March 31, 2013
Employee separation costs	\$ 33,592
Facility-related costs	9
Accelerated vesting of stock-based compensation	1,284
Total restructuring charges	<u>34,885</u>
Other integration costs	4,844
Total restructuring and integration charges	<u>\$ 39,729</u>

Of the total employee separation costs noted above, \$18.1 million represents costs associated with the Company's management layer reduction initiative, and \$3.0 million represents costs incurred under the Company's voluntary retirement program.

Of the total \$39.7 million in restructuring and integration charges incurred during the three months ended March 31, 2013, \$16.6 million and \$23.1 million was recorded in cost of services and selling, general and administrative expenses, respectively. These charges were primarily recorded in the Company's DIS business.

The following table summarizes the activity of the restructuring liability as of March 31, 2013:

	Employee Separation Costs	Facility- Related Costs	Total
Balance, December 31, 2012	\$ 40,018	\$ 257	\$ 40,275
Current period charges	33,592	9	33,601
Other / adjustments	2,915	—	2,915
Less:			
Cash payments	18,828	—	18,828
Balance, March 31, 2013	<u>\$ 57,697</u>	<u>\$ 266</u>	<u>\$ 57,963</u>

In addition to the restructuring and integration charges noted above, the Company incurred approximately \$4.7 million, of which \$3.9 million principally represents professional fees incurred in connection with further restructuring and integration of the Company's business, and the remainder represents costs related to the integration of recent acquisitions with the Company's operations.

QUEST DIAGNOSTICS INCORPORATED AND SUBSIDIARIES
NOTES TO CONSOLIDATED FINANCIAL STATEMENTS – CONTINUED
(dollars in thousands unless otherwise indicated)

5. BUSINESS ACQUISITION

Acquisition of Businesses from UMass Memorial Medical Center

On January 2, 2013, the Company completed the acquisition of the clinical outreach and anatomic pathology businesses of UMass Memorial Medical Center ("UMass"). This purchase was the first step in a series of transactions between the parties whereby the two organizations expect to eventually have a financial stake in a new entity that will perform diagnostic information testing services in a defined territory within the state of Massachusetts. The assets acquired at the acquisition date primarily represent goodwill and intangible assets, principally comprised of customer-related intangibles (see Note 7). In addition the Company granted to UMass a call option and UMass granted to the Company a put option for UMass to acquire an 18.90% equity interest in a newly formed entity. The put and call options have a vesting period of approximately two years. See Note 6 for further details.

6. FAIR VALUE MEASUREMENTS

The following table provides a summary of the recognized assets and liabilities that are measured at fair value on a recurring basis:

	Basis of Fair Value Measurements			
	Quoted Prices in Active Markets for Identical Assets / Liabilities	Significant Other Observable Inputs	Significant Unobservable Inputs	
	Level 1	Level 2	Level 3	
March 31, 2013				
Assets:				
Trading securities	\$ 51,582	\$ 51,582	\$ —	\$ —
Cash surrender value of life insurance policies	26,435	—	26,435	—
Put option	8,140	—	—	8,140
Interest rate swaps	628	—	628	—
Available-for-sale equity securities	518	—	—	518
Foreign currency forward contracts	287	—	287	—
Total	<u>\$ 87,590</u>	<u>\$ 51,582</u>	<u>\$ 27,350</u>	<u>\$ 8,658</u>
Liabilities:				
Deferred compensation liabilities	\$ 83,128	\$ —	\$ 83,128	\$ —
Call option	10,610	—	—	10,610
Interest rate swaps	7,619	—	7,619	—
Total	<u>\$ 101,357</u>	<u>\$ —</u>	<u>\$ 90,747</u>	<u>\$ 10,610</u>

QUEST DIAGNOSTICS INCORPORATED AND SUBSIDIARIES
NOTES TO CONSOLIDATED FINANCIAL STATEMENTS – CONTINUED
(dollars in thousands unless otherwise indicated)

		Basis of Fair Value Measurements		
		Quoted Prices in Active Markets for Identical Assets / Liabilities Level 1	Significant Other Observable Inputs Level 2	Significant Unobservable Inputs Level 3
December 31, 2012				
Assets:				
Trading securities	\$ 52,283	\$ 52,283	\$ —	\$ —
Cash surrender value of life insurance policies	25,018	—	25,018	—
Interest rate swaps	830	—	830	—
Available-for-sale equity securities	612	—	—	612
Foreign currency forward contracts	403	—	403	—
Total	\$ 79,146	\$ 52,283	\$ 26,251	\$ 612
Liabilities:				
Deferred compensation liabilities	\$ 82,218	\$ —	\$ 82,218	\$ —
Interest rate swaps	3,129	—	3,129	—
Total	\$ 85,347	\$ —	\$ 85,347	\$ —

A full description regarding the Company's fair value measurements is contained in Note 6 to the Consolidated Financial Statements in the Company's 2012 Annual Report on Form 10-K.

Investments in available-for-sale equity securities consist of the revaluation of an existing investment in unregistered common shares of a publicly-held company. This investment is classified within Level 3 because the unregistered securities contain restrictions on their sale, and therefore, the fair value measurement reflects a discount for the effect of the restriction.

In connection with the acquisition of certain businesses of UMass, the Company granted to UMass a call option and UMass granted to the Company a put option for UMass to acquire an 18.90% equity interest in a newly formed entity. The put and call options are derivative instruments that have a vesting period of approximately two years and their fair values have been measured using a combination of discounted cash flows and the Black-Scholes-Merton option pricing model. See Note 5 for further details.

The following table provides a reconciliation of the beginning and ending balances of assets and liabilities using significant unobservable inputs:

		Fair Value Measurements Using Significant Unobservable Inputs (Level 3)		
		Available-for-Sale Equity Securities	Put Option Derivative Asset	Total
March 31, 2013				
Beginning Balance		\$ 612	\$ —	\$ 612
Purchases, additions and issuances		—	8,250	8,250
Total gains (losses) - realized/ unrealized:				
Included in earnings		—	(110)	(110)
Included in other comprehensive income (loss)		(94)	—	(94)
Transfers in and out of Level 3		—	—	—
Ending Balance		\$ 518	\$ 8,140	\$ 8,658

QUEST DIAGNOSTICS INCORPORATED AND SUBSIDIARIES
NOTES TO CONSOLIDATED FINANCIAL STATEMENTS – CONTINUED
(dollars in thousands unless otherwise indicated)

	Fair Value Measurements Using Significant Unobservable Inputs (Level 3)
	Call Option Derivative Liability
Beginning Balance	\$ —
Purchases, additions and issuances	10,808
Total (gains) losses - realized/ unrealized:	
Included in earnings	(198)
Transfers in and out of Level 3	—
Ending Balance	\$ 10,610

The unrealized gains and losses included in earnings for the three months ended March 31, 2013 are reported in other non-operating income.

The carrying amounts of cash and cash equivalents, accounts receivable and accounts payable and accrued expenses approximate fair value based on the short maturities of these instruments. At March 31, 2013, the fair value of the Company's debt was estimated at \$3.8 billion, which exceeded the carrying value by \$368 million. At December 31, 2012, the fair value of the Company's debt was estimated at \$3.8 billion, which exceeded the carrying value by \$481 million. Principally all of the Company's debt is classified within Level 1 of the fair value hierarchy because the fair value of the debt is estimated based on rates currently offered to the Company with identical terms and maturities, using quoted active market prices and yields, taking into account the underlying terms of the debt instruments.

The following table provides a summary of the recognized assets and liabilities that are measured at fair value on a non-recurring basis:

		Basis of Fair Value Measurements				
		Quoted Prices in Active Markets for Identical Assets / Liabilities	Significant Other Observable Inputs	Significant Unobservable Inputs	Total Loss	
		Level 1	Level 2	Level 3		
March 31, 2013						
Net assets held for sale	\$ 320,945	\$ —	\$ 320,945	\$ —	\$ —	
December 31, 2012						
Net assets held for sale	\$ 311,734	\$ —	\$ 311,734	\$ —	\$ 77,951	

During the fourth quarter of 2012 in connection with the Company's agreement to sell HemoCue and upon classification of this business as discontinued operations, net assets held for sale with a carrying amount of \$390 million were written down to their fair value of \$317 million, less estimated costs to sell of \$5 million (or \$312 million), resulting in a loss of \$78 million. Net assets held for sale are classified within Level 2 and have been measured based upon the estimated proceeds associated with the agreement to sell HemoCue.

QUEST DIAGNOSTICS INCORPORATED AND SUBSIDIARIES
NOTES TO CONSOLIDATED FINANCIAL STATEMENTS – CONTINUED
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7. GOODWILL AND INTANGIBLE ASSETS

The changes in goodwill for the three months ended March 31, 2013 and for the year ended December 31, 2012 are as follows:

	March 31, 2013	December 31, 2012
Balance at beginning of period	\$ 5,535,848	\$ 5,795,765
Goodwill acquired during the period	94,339	28,144
Goodwill impairment and write-off associated with sale of business during the period	—	(85,173)
Reclassification to non-current assets held for sale	—	(218,795)
(Decrease) increase related to foreign currency translation	(85)	15,907
Balance at end of period	\$ 5,630,102	\$ 5,535,848

Approximately 90% of the Company's goodwill as of March 31, 2013 and December 31, 2012 was associated with its clinical testing business.

For the three months ended March 31, 2013, goodwill acquired was principally associated with the acquisition of the clinical outreach and anatomic pathology businesses of UMass Memorial Medical Center, which is deductible for tax purposes. This acquisition also included \$45.8 million of intangible assets, principally comprised of customer-related intangibles.

For the year ended December 31, 2012, goodwill acquired was principally associated with the acquisition of S.E.D. Medical Laboratories. Approximately \$28 million and \$19 million, respectively, represented goodwill, which is deductible for tax purposes, and intangible assets, principally comprised of customer-related intangibles.

For the year ended December 31, 2012, goodwill impairment was associated with HemoCue and the write-off of goodwill was associated with the sale of OralDNA, during the fourth quarter of 2012. For further details regarding goodwill included in non-current assets held for sale, see Note 12.

Intangible assets at March 31, 2013 and December 31, 2012 consisted of the following:

	Weighted Average Amortization Period (in Years)	March 31, 2013			December 31, 2012		
		Cost	Accumulated Amortization	Net	Cost	Accumulated Amortization	Net
				\$	\$	\$	\$
Amortizing intangible assets:							
Customer-related intangibles	19	\$ 611,901	\$ (182,085)	\$ 429,816	\$ 566,701	\$ (173,516)	\$ 393,185
Non-compete agreements	4	38,551	(19,502)	19,049	38,551	(17,123)	21,428
Technology	14	131,040	(28,073)	102,967	131,040	(25,144)	105,896
Other	8	143,153	(43,041)	100,112	141,818	(37,634)	104,184
Total	16	924,645	(272,701)	651,944	878,110	(253,417)	624,693
Intangible assets not subject to amortization:							
Tradenames		246,200	—	246,200	246,200	—	246,200
In-process research and development		120	—	120	120	—	120
Other		1,159	—	1,159	1,159	—	1,159
Total intangible assets		\$ 1,172,124	\$ (272,701)	\$ 899,423	\$ 1,125,589	\$ (253,417)	\$ 872,172

QUEST DIAGNOSTICS INCORPORATED AND SUBSIDIARIES
NOTES TO CONSOLIDATED FINANCIAL STATEMENTS – CONTINUED
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Amortization expense related to intangible assets was \$19.3 million and \$18.8 million for the three months ended March 31, 2013 and 2012, respectively.

The estimated amortization expense related to amortizable intangible assets for each of the five succeeding fiscal years and thereafter as of March 31, 2013 is as follows:

Year Ending December 31,	
Remainder of 2013	\$ 57,786
2014	73,847
2015	62,565
2016	55,855
2017	52,101
2018	45,361
Thereafter	304,429
Total	<u>\$ 651,944</u>

In December 2012, \$219 million of goodwill and \$111 million of intangible assets, net were reclassified to non-current assets held for sale in the Consolidated Balance Sheet. For further discussion see Note 12.

8. FINANCIAL INSTRUMENTS

The Company uses derivative financial instruments to manage its exposure to market risks for changes in interest rates and foreign currencies. This strategy includes the use of interest rate swap agreements, forward starting interest rate swap agreements, treasury lock agreements and foreign currency forward contracts to manage its exposure to movements in interest and currency rates. The Company has established policies and procedures for risk assessment and the approval, reporting and monitoring of derivative financial instrument activities. These policies prohibit holding or issuing derivative financial instruments for speculative purposes. The Company does not enter into derivative financial instruments that contain credit-risk-related contingent features or requirements to post collateral.

QUEST DIAGNOSTICS INCORPORATED AND SUBSIDIARIES
NOTES TO CONSOLIDATED FINANCIAL STATEMENTS – CONTINUED
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A summary of the fair values of derivative instruments in the consolidated balance sheets is stated in the table below:

	<u>March 31, 2013</u>		<u>December 31, 2012</u>	
	<u>Balance Sheet Classification</u>	<u>Fair Value</u>	<u>Balance Sheet Classification</u>	<u>Fair Value</u>
Derivatives Designated as Hedging Instruments				
Asset Derivatives:				
Interest rate swaps	Other assets	\$ 628	Other assets	\$ 830
Liability Derivatives:				
Interest rate swaps	Other liabilities	7,619	Other liabilities	3,129
Derivatives Not Designated as Hedging Instruments				
Asset Derivatives:				
Put option	Other assets	8,140	Other assets	—
Foreign currency forward contracts	Other current assets	287	Other current assets	403
		<u>8,427</u>		<u>403</u>
Liability Derivatives:				
Call option	Other liabilities	10,610	Other liabilities	—
Total Net Derivatives Liabilities		<u>\$ (9,174)</u>		<u>\$ (1,896)</u>

A full description regarding the Company's use of derivative financial instruments is contained in Note 13 to the Consolidated Financial Statements in the Company's 2012 Annual Report on Form 10-K.

Interest Rate Risk

The Company is exposed to interest rate risk on its cash and cash equivalents and its debt obligations. Interest income earned on cash and cash equivalents may fluctuate as interest rates change; however, due to their relatively short maturities, the Company does not hedge these assets or their investment cash flows and the impact of interest rate risk is not material. The Company's debt obligations consist of fixed-rate and variable-rate debt instruments. The Company's primary objective is to achieve the lowest overall cost of funding while managing the variability in cash outflows within an acceptable range. In order to achieve this objective, the Company has entered into interest rate swaps. Interest rate swaps involve the periodic exchange of payments without the exchange of underlying principal or notional amounts. Net settlements between the counterparties are recognized as an adjustment to interest expense.

Interest Rate Derivatives – Cash Flow Hedges

The Company has entered into various interest rate lock agreements and forward starting interest rate swap agreements to hedge part of the Company's interest rate exposure associated with the variability in future cash flows attributable to changes in interest rates. The total net loss, net of taxes, recognized in accumulated other comprehensive income, related to the Company's cash flow hedges as of March 31, 2013 and December 31, 2012 was \$6.6 million and \$6.8 million, respectively. The loss recognized on the Company's cash flow hedges for the three months ended March 31, 2013 and 2012, as a result of ineffectiveness, was not material. The net amount of deferred losses on cash flow hedges that is expected to be reclassified from accumulated other comprehensive income into earnings within the next twelve months is \$1.3 million.

QUEST DIAGNOSTICS INCORPORATED AND SUBSIDIARIES
NOTES TO CONSOLIDATED FINANCIAL STATEMENTS – CONTINUED
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Interest Rate Derivatives – Fair Value Hedges

The Company maintains various fixed-to-variable interest rate swaps to convert a portion of the Company's long-term debt into variable interest rate debt. These derivative financial instruments are accounted for as fair value hedges of a portion of the Senior Notes due 2016 and a portion of the Senior Notes due 2020. In prior years, the Company entered into various fixed-to-variable interest rate swap agreements with an aggregate notional amount of \$550 million and variable interest rates based on six-month LIBOR plus 0.54% and one-month LIBOR plus 1.33%. In July 2012, the Company monetized the value of these interest rate swap assets by terminating the hedging instruments. The asset value, including accrued interest through the date of termination, was \$71.8 million and the amount to be amortized as a reduction of interest expense over the remaining terms of the hedged debt instruments was \$65.2 million. Immediately after the termination of these interest rate swaps, the Company entered into new fixed-to-variable interest rate swap agreements on the same Senior Notes. The fixed-to-variable interest rate swap agreements that the Company entered into in July 2012 have an aggregate notional amount of \$550 million and variable interest rates based on six-month LIBOR plus 2.3% and one-month LIBOR plus 3.6%. During the fourth quarter of 2012, the Company entered into additional-fixed-to-variable interest rate swap agreements with an aggregate notional amount of \$400 million and variable interest rates based on one-month LIBOR plus a spread ranging from 3.4% to 5.1%. These derivative financial instruments are accounted for as fair value hedges on a portion of the Senior Notes due 2015 and a portion of the Senior Notes due 2021.

The interest rate swaps associated with the Senior Notes due 2016 are classified as assets with fair values of \$0.6 million and \$0.8 million at March 31, 2013 and December 31, 2012, respectively. The interest rate swaps associated with the Senior Notes due 2015, 2020 and 2021 are classified as liabilities with an aggregate fair value of \$7.6 million at March 31, 2013 and \$3.1 million at December 31, 2012. Since inception, the fair value hedges have been effective or highly effective; therefore, there is no impact on earnings for the three months ended March 31, 2013 and 2012 as a result of hedge ineffectiveness.

Foreign Currency Risk

The Company is exposed to market risk for changes in foreign exchange rates primarily under certain intercompany receivables and payables. Foreign exchange forward contracts are used to mitigate the exposure of the eventual net cash inflows or outflows resulting from these intercompany transactions. The objective is to hedge a portion of the forecasted foreign currency risk over a rolling 12-month time horizon to mitigate the eventual impacts of changes in foreign exchange rates on the cash flows of the intercompany transactions. As of March 31, 2013, the gross notional amount of foreign currency forward contracts in U.S. dollars was \$4.5 million and principally consists of contracts in Swedish krona. The Company does not designate these derivative instruments as hedges under current accounting standards unless the benefits of doing so are material. The Company's foreign exchange exposure is not material to the Company's consolidated financial condition or results of operations. The Company does not hedge its net investment in non-U.S. subsidiaries because it views those investments as long-term in nature.

9. STOCKHOLDERS' EQUITY

Components of Comprehensive Income

The market valuation adjustments represent unrealized holding gains (losses) on available-for-sale securities, net of taxes. The net deferred loss on cash flow hedges represents deferred losses on the Company's interest rate related derivative financial instruments designated as cash flow hedges, net of amounts reclassified to interest expense (see Note 8). For the three months ended March 31, 2013 and 2012, the tax effects related to the market valuation adjustments and deferred losses were not material. Foreign currency translation adjustments are not adjusted for income taxes since they relate to indefinite investments in non-U.S. subsidiaries.

QUEST DIAGNOSTICS INCORPORATED AND SUBSIDIARIES
NOTES TO CONSOLIDATED FINANCIAL STATEMENTS – CONTINUED
(dollars in thousands unless otherwise indicated)

Changes in Accumulated Other Comprehensive Income by Component

The changes in accumulated other comprehensive income by component for the three months ended March 31, 2013 and 2012 were as follows:

	Foreign Currency Translation Adjustment	Market Value Adjustment	Deferred Loss	Accumulated Other Comprehensive Income (Loss)
Balance, December 31, 2012	\$ 25,463	\$ (4,326)	\$ (6,817)	\$ 14,320
Other comprehensive loss before reclassifications	(4,387)	(58)	—	(4,445)
Amounts reclassified from accumulated other comprehensive income (loss)	—	10	210	220
Net current period other comprehensive income (loss)	(4,387)	(48)	210	(4,225)
Balance, March 31, 2013	\$ 21,076	\$ (4,374)	\$ (6,607)	\$ 10,095

	Foreign Currency Translation Adjustment	Market Value Adjustment	Deferred Loss	Accumulated Other Comprehensive Income (Loss)
Balance, December 31, 2011	\$ 943	\$ (1,355)	\$ (7,655)	\$ (8,067)
Other comprehensive income before reclassifications	18,216	201	—	18,417
Amounts reclassified from accumulated other comprehensive income (loss)	—	—	210	210
Net current period other comprehensive income	18,216	201	210	18,627
Balance, March 31, 2012	\$ 19,159	\$ (1,154)	\$ (7,445)	\$ 10,560

The gross market value adjustment and deferred loss were reclassified from accumulated other comprehensive income to interest expense, net on the accompanying consolidated statements of operations.

Dividend Program

During each of the first three quarters of 2012, the Company's Board of Directors declared a quarterly cash dividend of \$ 0.17 per common share and in November 2012, declared an increase in the quarterly cash dividend from \$0.17 per common share to \$0.30 per common share. This 76% increase raises the annual dividend rate to \$1.20 per common share from \$0.68 per common share and represents a three-fold increase from the annual rate in effect in 2011. During the first quarter of 2013, the Company's Board of Directors declared a quarterly cash dividend of \$0.30 per common share.

Share Repurchase Plan

In January 2012, the Company's Board of Directors authorized the Company to repurchase an additional \$1 billion of the Company's common stock, increasing the total available authorization at that time to \$1.1 billion. The share repurchase authorization has no set expiration or termination date.

For the three months ended March 31, 2013, the Company repurchased 1.1 million shares of its common stock at an average price of \$57.81 per share for a total of \$62 million. For the three months ended March 31, 2013, the Company reissued 0.4 million shares for employee benefit plans. At March 31, 2013, \$803 million remained available under the Company's share repurchase authorizations.

QUEST DIAGNOSTICS INCORPORATED AND SUBSIDIARIES
NOTES TO CONSOLIDATED FINANCIAL STATEMENTS – CONTINUED
(dollars in thousands unless otherwise indicated)

For the three months ended March 31, 2012, the Company repurchased 847 thousand shares of its common stock at an average price of \$59.00 per share for a total of \$50 million. For the three months ended March 31, 2012, the Company reissued 1.5 million shares for employee benefit plans.

10. SUPPLEMENTAL CASH FLOW & OTHER DATA

Supplemental cash flow data for the three months ended March 31, 2013 and 2012 is as follows:

	Three Months Ended March	
	31,	
	2013	2012
Depreciation expense	\$ 50,858	\$ 51,943
Amortization expense	19,360	20,231
Interest paid	51,791	49,782
Income taxes paid	83,957	10,253
Assets acquired under capital leases	416	1,192
<u>Businesses acquired:</u>		
Fair value of assets acquired	151,543	50,800
Fair value of liabilities assumed	10,808	269
Fair value of net assets acquired	140,735	50,531
Merger consideration paid (payable)	(50,342)	25
Cash paid for business acquisitions	90,393	50,556
Less: Cash acquired	—	—
Business acquisitions, net of cash acquired	\$ 90,393	\$ 50,556

Supplemental continuing operations data for the statement of operations for the three months ended March 31, 2013 and 2012 is as follows:

	Three Months Ended March	
	31,	
	2013	2012
Depreciation expense	\$ 50,634	\$ 51,236
Interest expense	(40,486)	(42,761)
Interest income	621	659
Interest expense, net	(39,865)	(42,102)

11. COMMITMENTS AND CONTINGENCIES

The Company has a line of credit with a financial institution totaling \$85 million for the issuance of letters of credit (the "Letter of Credit Line"). The Letter of Credit Line, which is renewed annually, matures on November 18, 2013.

In support of its risk management program, to ensure the Company's performance or payment to third parties, \$60 million in letters of credit were outstanding at March 31, 2013. The letters of credit primarily represent collateral for current and future automobile liability and workers' compensation loss payments.

QUEST DIAGNOSTICS INCORPORATED AND SUBSIDIARIES
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Contingent Lease Obligations

The Company is subject to contingent obligations under certain leases and other instruments incurred in connection with real estate activities and other operations associated with LabOne, Inc., which the Company acquired in 2005, and certain of its predecessor companies. No liability has been recorded for any of these potential contingent obligations. See Note 17 to the Consolidated Financial Statements contained in the Company's 2012 Annual Report on Form 10-K for further details.

Other Legal Matters

The Company is involved in various legal proceedings. Some of the proceedings against the Company involve claims that could be substantial in amount.

In addition to the matters described below, in the normal course of business, we have been named, from time to time, as a defendant in various legal actions, including arbitrations, class actions and other litigation, arising in connection with our activities as a provider of diagnostic testing, information and services. These legal actions may include lawsuits alleging negligence or other similar legal claims. These actions could involve claims for substantial compensatory and/or punitive damages or claims for indeterminate amounts of damages, and could have an adverse impact on our client base and reputation.

We are also involved, from time to time, in other reviews, investigations and proceedings by governmental agencies regarding our business, including, among other matters, operational matters, which may result in adverse judgments, settlements, fines, penalties, injunctions or other relief. The number of these reviews, investigations and proceedings has increased in recent years with regard to many firms in the healthcare services industry, including our Company.

In November 2009, the U.S. District Court for the Southern District of New York partially unsealed a civil complaint, U.S. ex rel. Fair Laboratory Practices Associates v. Quest Diagnostics Incorporated, filed against the Company under the whistleblower provisions of the federal False Claims Act. The complaint alleged, among other things, violations of the federal Anti-Kickback Statute and the federal False Claims Act in connection with the Company's pricing of laboratory services. The complaint seeks damages for alleged false claims associated with laboratory tests reimbursed by government payers, treble damages and civil penalties. In March 2011, the district court granted the Company's motion to dismiss the relators' complaint and disqualified the relators and their counsel from pursuing an action based on the facts alleged in the complaint; the relators filed a notice of appeal. In July 2011, the government filed a notice declining to intervene in the action and the Court entered a final judgment in the Company's favor. The relators' appeal is pending.

In November 2010, a putative class action entitled *Seibert v. Quest Diagnostics Incorporated, et al.* was filed against the Company and certain former officers of the Company in New Jersey state court, on behalf of the Company's sales people nationwide who were over forty years old and who either resigned or were terminated after being placed on a performance improvement plan. The complaint alleges that the defendants' conduct violates the New Jersey Law Against Discrimination ("NJLAD"), and seeks, among other things, unspecified damages. The defendants removed the complaint to the United States District Court for the District of New Jersey. The plaintiffs filed an amended complaint that adds claims under ERISA. The Company filed a motion seeking to limit the application of the NJLAD to only those members of the purported class who worked in New Jersey and to dismiss the individual defendants. The motion was granted. The only remaining NJLAD claim is that of the named plaintiff; the ERISA claim remains in the case. Both parties have filed summary judgment motions. The defendants' motion was granted in part and denied in part and the plaintiff's motion was denied.

In 2010, a purported class action entitled *In re Celera Corp. Securities Litigation* was filed in the United States District Court for the Northern District of California against Celera Corporation and certain of its directors and current and former officers. An amended complaint filed in October 2010 alleges that from April 2008 through July 22, 2009, the defendants made false and misleading statements regarding Celera's business and financial results with an intent to defraud investors. The complaint was further amended in 2011 to add allegations regarding a financial restatement. The complaint seeks unspecified damages on behalf of an alleged class of purchasers of Celera's stock during the period in which the alleged misrepresentations were made. The Company's motion to dismiss the complaint was denied. The parties are engaged in discovery.

In August 2011, the Company received a subpoena from the U.S. Attorney for the Northern District of Georgia seeking various business records, including records related to the Company's compliance program, certain marketing materials, certain product offerings, and test ordering and other policies. The Company is cooperating with the request.

QUEST DIAGNOSTICS INCORPORATED AND SUBSIDIARIES
NOTES TO CONSOLIDATED FINANCIAL STATEMENTS – CONTINUED
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In January 2012, a putative class action entitled *Beery v. Quest Diagnostics Incorporated* was filed in the United States District Court for the District of New Jersey against the Company and a subsidiary, on behalf of all female sales representatives employed by the defendants from February 17, 2010 to the present. The amended complaint alleges that the defendants discriminate against these female sales representatives on account of their gender, in violation of the federal civil rights and equal pay acts, and seeks, among other things, injunctive relief and monetary damages. The Company has filed motions to dismiss the complaint, to strike the class allegations and to compel arbitration with the named plaintiffs.

In September 2009, the Company received a subpoena from the Michigan Attorney General's Office seeking documents relating to the Company's pricing and billing practices as they relate to Michigan's Medicaid program. The Company cooperated with the requests. In January 2012, the State of Michigan intervened as a plaintiff in a civil lawsuit, *Michigan ex rel. Hunter Laboratories LLC v. Quest Diagnostics Incorporated, et al.*, filed in Michigan Superior Court. The suit, originally filed by a competitor laboratory, alleges that the Company overcharged Michigan's Medicaid program. The Company's motion to dismiss the complaint was denied.

In March 2011, prior to the Company's acquisition of Celera, several putative class action lawsuits were filed by shareholders of Celera against the Company, Celera, and the directors of Celera in the Court of Chancery of Delaware and in California. The suits allege that Celera's directors breached their fiduciary duties in connection with the Company's proposed acquisition of Celera, and that the Company aided and abetted those alleged breaches. The parties reached a settlement, and the Court of Chancery of Delaware certified a settlement class and approved the settlement over the objection of a Celera shareholder, BVF Partners L.P. ("BVF"). Plaintiffs in two substantively similar lawsuits filed in the United States District Court for the Northern District of California were not party to the settlement agreement but the claims of those plaintiffs were released pursuant to Court of Chancery's order. On appeal of the Court of Chancery's decision, the Supreme Court of the State of Delaware affirmed the certification of the settlement class and approval of the settlement, but determined that BVF should have been afforded the right to "opt out" of the settlement and pursue its claims. The case has been remanded to the Court of Chancery for further proceedings.

In July 2012, a putative class action entitled *Mt. Lookout Chiropractic Center Inc. v. Quest Diagnostics Incorporated, et al.* ("Mt. Lookout") was filed in the United States District Court for the District of New Jersey against the Company, two of its subsidiaries and others. The complaint alleges that the defendants violated the federal Telephone Consumer Protection Act by sending fax advertisements without permission and without the required opt-out notice, and seeks monetary damages and injunctive relief.

In addition, the Company and certain of its subsidiaries have received subpoenas from state agencies. The Company and the subsidiaries continue responding to subpoenas from state agencies in two states and are cooperating with their requests.

The federal or state governments may bring claims based on new theories as to the Company's practices which management believes to be in compliance with law. In addition, certain federal and state statutes, including the qui tam provisions of the federal False Claims Act, allow private individuals to bring lawsuits against healthcare companies on behalf of government or private payers. The Company is aware of certain pending individual or class action lawsuits, and has received several subpoenas, related to billing practices filed under the qui tam provisions of the Civil False Claims Act and/or other federal and state statutes, regulations or other laws. The Company understands that there may be other pending qui tam claims brought by former employees or other "whistle blowers" as to which the Company cannot determine the extent of any potential liability.

Management cannot predict the outcome of such matters. Although management does not anticipate that the ultimate outcome of such matters will have a material adverse effect on the Company's financial condition, given the high degree of judgment involved in establishing loss estimates related to these types of matters, the outcome of such matters may be material to the Company's results of operations or cash flows in the period in which the impact of such matters is determined or paid.

These matters are in different stages. Some of these matters are in their early stages. Matters may involve responding to and cooperating with various government investigations and related subpoenas. As of March 31, 2013, the Company believes that there are no losses related to the Other Legal Matters described above that are probable, or, if a loss is probable, it cannot be reasonably estimated. While the Company believes that a reasonable possibility exists that losses may have been incurred related to the Other Legal Matters described above, based on the nature and status of these matters, potential losses, if any, cannot be estimated.

QUEST DIAGNOSTICS INCORPORATED AND SUBSIDIARIES
NOTES TO CONSOLIDATED FINANCIAL STATEMENTS – CONTINUED
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Reserves for Legal Matters

Reserves for legal matters, unrelated to those described in "Other Legal Matters", totaled less than \$5 million at both March 31, 2013 and December 31, 2012.

Reserves for General and Professional Liability Claims

As a general matter, providers of clinical testing services may be subject to lawsuits alleging negligence or other similar legal claims. These suits could involve claims for substantial damages. Any professional liability litigation could also have an adverse impact on the Company's client base and reputation. The Company maintains various liability insurance coverages for, among other things, claims that could result from providing, or failing to provide, clinical testing services, including inaccurate testing results, and other exposures. The Company's insurance coverage limits its maximum exposure on individual claims; however, the Company is essentially self-insured for a significant portion of these claims. Reserves for such matters, including those associated with both asserted and incurred but not reported claims, are established by considering actuarially determined losses based upon the Company's historical and projected loss experience. Such reserves totaled approximately \$113 million and \$110 million as of March 31, 2013 and December 31, 2012, respectively. Management believes that established reserves and present insurance coverage are sufficient to cover currently estimated exposures. Management cannot predict the outcome of any claims made against the Company. Although management does not anticipate that the ultimate outcome of any such proceedings or claims will have a material adverse effect on the Company's financial condition, given the high degree of judgment involved in establishing accruals for loss estimates related to these types of matters, the outcome may be material to the Company's results of operations or cash flows in the period in which the impact of such claims is determined or paid.

12. HELD FOR SALE AND DISCONTINUED OPERATIONS

During the fourth quarter of 2012, the Company committed to a plan to sell HemoCue. In February 2013, the Company entered into an agreement to sell HemoCue for approximately \$300 million plus estimated cash on hand at closing and other customary working capital adjustments. The Company completed the sale of OralDNA in December 2012. As a result, the Company's fourth quarter 2012 results included charges in discontinued operations for the asset impairment associated with HemoCue and the loss on sale associated with OralDNA totaling \$86 million.

Results of operations for HemoCue and NID have been reported as discontinued operations for the three months ended March 31, 2013. Results of operations for HemoCue, OralDNA and NID have been reported as discontinued operations for the three months ended March 31, 2012. At March 31, 2013 and December 31, 2012, the assets and liabilities of HemoCue have been reported as held for sale in the accompanying balance sheets.

Discontinued operations for the first quarter of 2013 includes discrete tax benefits of \$19.8 million due to new information resulting in changes in estimates for certain tax contingencies related to NID.

Summarized financial information for the discontinued operations is set forth below:

	Three Months Ended March	
	31,	
	2013	2012
Net revenues	\$ 24,999	\$ 27,758
Income from discontinued operations before taxes	991	2,517
Income tax benefit	19,297	478
Income from discontinued operations, net of taxes	<u>\$ 20,288</u>	<u>\$ 2,995</u>

QUEST DIAGNOSTICS INCORPORATED AND SUBSIDIARIES
NOTES TO CONSOLIDATED FINANCIAL STATEMENTS – CONTINUED
(dollars in thousands unless otherwise indicated)

The following table summarizes the HemoCue assets and liabilities held for sale in our consolidated balance sheets at March 31, 2013 and December 31, 2012:

	March 31, 2013	December 31, 2012
Assets held for sale:		
Cash and cash equivalents	\$ 26,632	\$ 17,234
Accounts receivable, net	10,945	14,430
Inventories	5,945	5,388
Deferred income taxes	968	242
Prepaid expenses and other current assets	2,804	2,898
Total current assets held for sale	<u>\$ 47,294</u>	<u>\$ 40,192</u>
Property, plant and equipment, net	\$ 24,969	\$ 24,782
Goodwill	217,653	218,795
Intangible assets, net	110,170	110,773
Other assets	23	34
Total non-current assets held for sale	<u>\$ 352,815</u>	<u>\$ 354,384</u>
Liabilities held for sale:		
Accounts payable and accrued expenses	\$ 18,090	\$ 21,322
Short-term borrowings and current portion of long-term debt	454	449
Deferred income taxes	234	237
Total current liabilities held for sale	<u>\$ 18,778</u>	<u>\$ 22,008</u>
Long-term debt	\$ 16,109	\$ 16,221
Other liabilities	44,254	44,579
Total non-current liabilities held for sale	<u>\$ 60,363</u>	<u>\$ 60,800</u>

Continuing cash flows from discontinued operations are not expected to be material.

The remaining balance sheet information related to OralDNA and NID was not material at March 31, 2013 and December 31, 2012.

13. BUSINESS SEGMENT INFORMATION

Clinical testing is an essential element in the delivery of healthcare services. Physicians use clinical testing to assist in the detection, diagnosis, evaluation, monitoring and treatment of diseases and other medical conditions. The Company's DIS business includes its clinical testing operations which are generally categorized as clinical laboratory testing and anatomic pathology services. Clinical laboratory testing generally is performed on whole blood, serum, plasma and other body fluids, such as urine, and specimens such as microbiology samples. Anatomic pathology services are principally for the detection of cancer and are performed on tissues, such as biopsies, and other samples, such as human cells. Customers of the DIS business include patients, physicians, hospitals, employers, governmental institutions and other commercial clinical laboratories. The DIS business accounted for greater than 90% of net revenues from continuing operations in 2013 and 2012.

All other operating segments are included in the Company's DS business and consist of its risk assessment services, clinical trials testing, healthcare information technology, and diagnostics products businesses. The Company's risk assessment services business provides underwriting support services to the life insurance industry including electronic data collection, specimen collection and paramedical examinations, laboratory testing, medical record retrieval, case management, motor

QUEST DIAGNOSTICS INCORPORATED AND SUBSIDIARIES
NOTES TO CONSOLIDATED FINANCIAL STATEMENTS – CONTINUED
(dollars in thousands unless otherwise indicated)

vehicle reports, telephone inspections, prescription histories and credit checks. The Company's clinical trials testing business provides clinical testing performed in connection with clinical research trials on new drugs, vaccines and certain medical devices. The Company's healthcare information technology business is a provider of clinical connectivity and data management solutions for healthcare organizations, and clinicians that can help improve patient care and medical practice. The Company's diagnostics products business manufactures and markets products that enable healthcare professionals to make healthcare diagnoses, including products for testing for the professional market.

During the first quarter of 2013, the Company acquired UMass, which is included in the Company's DIS business.

On April 19, 2006, the Company decided to discontinue NID's operations. The Company completed the sale of OralDNA and committed to a plan to sell HemoCue during the fourth quarter of 2012. The results of operations for NID, OralDNA and HemoCue have been classified as discontinued operations for all periods presented. See Note 12 for further details regarding discontinued operations.

At March 31, 2013, substantially all of the Company's services are provided within the United States, and substantially all of the Company's assets are located within the United States.

The following table is a summary of segment information for the three months ended March 31, 2013 and 2012. Segment asset information is not presented since it is not used by the chief operating decision maker at the operating segment level. Operating earnings (loss) of each segment represents net revenues less directly identifiable expenses to arrive at operating income for the segment. Certain general operating expenses in 2012 have been reclassified to conform to the current year presentation. The accounting policies of the segments are the same as those of the Company as set forth in Note 2 to the Consolidated Financial Statements contained in the Company's 2012 Annual Report on Form 10-K and Note 2 to the interim consolidated financial statements.

	Three Months Ended March	
	31,	
	2013	2012
Net revenues:		
DIS business	\$ 1,648,418	\$ 1,767,171
All other operating segments	138,229	141,526
Total net revenues	<u>\$ 1,786,647</u>	<u>\$ 1,908,697</u>
Operating earnings (loss):		
DIS business	\$ 269,848	\$ 355,158
All other operating segments	14,441	12,776
General corporate expenses	(57,295)	(70,115)
Total operating income	<u>226,994</u>	<u>297,819</u>
Non-operating expenses, net	(30,328)	(29,737)
Income from continuing operations before taxes	<u>196,666</u>	<u>268,082</u>
Income tax expense	<u>73,337</u>	<u>102,562</u>
Income from continuing operations	<u>123,329</u>	<u>165,520</u>
Income from discontinued operations, net of taxes	<u>20,288</u>	<u>2,995</u>
Net income	<u>143,617</u>	<u>168,515</u>
Less: Net income attributable to noncontrolling interests	<u>7,838</u>	<u>9,397</u>
Net income attributable to Quest Diagnostics	<u>\$ 135,779</u>	<u>\$ 159,118</u>

14. SUBSEQUENT EVENT

On April 19, 2013, the Company entered into an accelerated share repurchase agreement ("ASR") to repurchase approximately \$450 million of the Company's common stock as part of the Company's Common Stock repurchase program. A combination of cash on hand and borrowings under the Company's secured receivables credit facility were used to fund the ASR.

QUEST DIAGNOSTICS INCORPORATED AND SUBSIDIARIES
NOTES TO CONSOLIDATED FINANCIAL STATEMENTS – CONTINUED
(dollars in thousands unless otherwise indicated)

On April 17, 2013, the Company entered into a definitive agreement to acquire certain lab-related clinical outreach service operations of Dignity Health, a hospital system in California.

On April 9, 2013, the Company completed the sale of HemoCue for approximately \$300 million plus customary adjustments for cash balances.

Item 2. Management's Discussion and Analysis of Financial Condition and Results of Operations

Our Company

Quest Diagnostics is the world's leading provider of diagnostic information services ("DIS") providing insights that empower and enable patients, physicians, hospitals, integrated delivery networks, health plans, employers and others to make better healthcare decisions. Over 90% of our revenues are derived from DIS with the balance derived from risk assessment services, clinical trials testing, diagnostic products and healthcare information technology. Our business segment information is disclosed in Note 13 to the interim consolidated financial statements.

Initiatives to Improve Operating Efficiency and Restore Growth

The diagnostic testing industry is labor intensive. Employee compensation and benefits constitute approximately one-half of our total costs and expenses. Cost of services consists principally of costs for obtaining, transporting and testing specimens. Selling, general and administrative expenses consist principally of the costs associated with our sales and marketing efforts, billing operations, bad debt expense and general management and administrative support. In addition, performing diagnostic testing involves significant fixed costs for facilities and other infrastructure required to obtain, transport and test specimens. Therefore, relatively small changes in volume can have a significant impact on profitability in the short-term.

We are engaged in a multi-year program called Invigorate which is designed to deliver \$600 million in annual run-rate cost savings versus 2011 by the time we exit 2014. We are continuing to seek additional opportunities to increase the savings from Invigorate, to as much as \$1 billion over time, and where practical to accelerate the savings. The Invigorate program is intended to address continued reimbursement pressures and labor and benefit cost increases, free up additional resources to invest in science, innovation and other growth initiatives, and enable us to improve operating profitability and quality. We anticipate approximately 35% of the savings to come from laboratory operations and specimen acquisition by driving process standardization across all laboratory operations and by creating a new logistics operating platform; approximately 25% of the savings to come from procurement and supply chain by further automating and standardizing technology platforms with suppliers and by building global sourcing capabilities; approximately 25% of the savings from selling, general and administrative expenses, including information technology, by reducing management layers and increasing spans of control, centralizing and selective outsourcing of certain activities, and migrating to standard information technology systems and data bases; and approximately 15% of the savings from client support/billing by increasing the utilization of electronic billing, creating one standard billing system and partnering with payers to improve efficiency.

In connection with our Invigorate program, we launched a voluntary retirement program to certain eligible employees that qualified for the program. This program, which was essentially completed at the end of the first quarter of 2013, will contribute an estimated \$40 million in annualized savings. Of the \$50 million of pre-tax employee separation costs initially expected to be incurred in connection with the voluntary retirement program, approximately \$47 million has been incurred through March 31, 2013.

In October 2012, as part of Invigorate, we launched a major management restructuring aimed at driving operational excellence and restoring growth. In connection with these changes, we expect to eliminate three management layers and approximately 400 to 600 management positions by the end of 2013, contributing about \$65 million of the \$600 million in expected savings associated with our Invigorate program. In the first quarter of 2013, we recorded approximately \$18.1 million of employee separation costs associated this management restructuring initiative, and are on-track to meet our expected savings in 2013.

As a result of actions we have taken to accelerate our Invigorate program, we exited 2012 with approximately \$200 million of run-rate cost savings, and we are expecting to achieve the remaining annual run-rate savings of \$400 million in 2013 and 2014.

Our high-level estimates of the pre-tax charges expected to be incurred through 2014 in connection with our Invigorate program remain unchanged. The total estimated pre-tax charges range from \$170 million to \$250 million and consist of \$90 million to \$135 million of employee separation costs; \$30 million to \$45 million of facility-related costs; \$10 million to \$20 million of asset impairment charges; and \$40 million to \$50 million of systems conversion and integration costs. Of the total estimated pre-tax charges expected to be incurred, we estimate that \$160 million to \$230 million are anticipated to result in cash expenditures. The actual charges incurred in connection with the multi-year course of action could be materially different from these estimates. As detailed plans to implement the multi-year course of action are approved and executed, it will result in charges to earnings. Through March 31, 2013, the cumulative charge recorded in connection with the Invigorate program totaled \$118.1 million.

For additional information on the Invigorate program and associated costs, see Note 4 to the Consolidated Financial Statements.

Divestiture of Business

During the fourth quarter of 2012, we committed to a plan to sell HemoCue, our diagnostic point-of-care testing business, and in February 2013, we entered into an agreement to sell HemoCue. As of March 31, 2013 and December 31, 2012, the applicable assets and liabilities of HemoCue have been classified as held for sale in the accompanying consolidated balance sheets. HemoCue is reported as discontinued operations in our consolidated statements of operations as no significant involvement or continuing cash flows are expected from, or to be provided to HemoCue following the consummation of the sale transaction. For all periods presented, our consolidated statements of operations have been recast to reflect the presentation of discontinued operations. See Note 18 to the Consolidated Financial Statements in the Company's 2012 Annual Report on Form 10-K and Note 12 to the interim consolidated financial statements for additional information.

On April 9, 2013, we completed the sale of HemoCue for approximately \$300 million plus customary adjustments for cash balances.

Recent Acquisitions

Acquisition of Business from Dignity Health

On April 17, 2013, the Company entered into a definitive agreement to acquire certain lab-related clinical outreach service operations of Dignity Health, a hospital system in California.

Acquisition of Businesses from UMass Memorial Medical Center

On January 2, 2013, we completed the acquisition of the clinical outreach and anatomic pathology businesses of UMass Memorial Medical Center ("UMass"). This purchase is the first step in a series of transactions between the parties whereby the two organizations expect to eventually have a financial stake in a new entity that will perform diagnostic information testing services in a defined territory within the state of Massachusetts.

Critical Accounting Policies

The preparation of financial statements in conformity with accounting principles generally accepted in the United States requires us to make estimates and assumptions and select accounting policies that affect our reported financial results and the disclosure of contingent assets and liabilities. Actual results could differ from those estimates.

While many operational aspects of our business are subject to complex federal, state and local regulations, the accounting for most of our business is generally straightforward with net revenues primarily recognized upon completion of the testing process. Our revenues are primarily comprised of a high volume of relatively low dollar transactions, and about one-half of our total costs and expenses consist of employee compensation and benefits. Due to the nature of our business, several of our accounting policies involve significant estimates and judgments. There have been no significant changes to our critical accounting policies from those disclosed in our 2012 Annual Report on Form 10-K.

Results of Operations***Three Months Ended March 31, 2013 Compared with Three Months Ended March 31, 2012****Continuing Operations*

	Three Months Ended March 31,		
	2013	2012	% Increase (Decrease)
	(dollars in millions, except per share data)		
Net revenues	\$ 1,786.6	\$ 1,908.7	(6.4)%
Income from continuing operations	115.5	156.1	(26.0)%
Earnings per diluted share	\$ 0.72	\$ 0.97	(25.8)%

Results for the three months ended March 31, 2013 included \$44.5 million of pre-tax charges, or \$0.17 per diluted share, related to restructuring and integration costs primarily associated with workforce reductions and professional fees associated with further restructuring and integrating our business.

Results for the three months ended March 31, 2012 were affected by certain items that reduced earnings per diluted share by \$0.08. During the first quarter of 2012, we incurred costs of \$13.1 million, or \$0.05 per diluted share, primarily associated with professional fees and other costs associated with further restructuring and integrating our business. Results for the quarter also included \$7.1 million, or \$0.03 per diluted share, principally associated with severance and other separation benefits as well as accelerated vesting of certain equity awards in connection with the succession of our prior CEO.

Net Revenues

Net revenues for the three months ended March 31, 2013 were 6.4% below the prior year level.

DIS revenue, which accounted for over 90% of our consolidated revenues, decreased by 6.7% for the three months ended March 31, 2013 compared to the prior year period. DIS volume, measured by the number of requisitions, decreased 3.4% for the first quarter of 2013, compared to the prior year period. This decrease was principally due to fewer business days during the quarter, and to a lesser extent, the impact of weather, as compared to the prior year period, which combined to reduce DIS volume by about 2.5%. Partially offsetting those factors was about a 1% volume contribution associated with the UMass acquisition. The resulting underlying volume was about 2% below the prior year.

Revenue per requisition for the three months ended March 31, 2013 decreased 3.4% from the prior year level. This decrease is primarily associated with a Medicare fee schedule reduction, including pathology reimbursement reductions, as well as certain commercial fee schedule changes, all of which went into effect at the beginning of the quarter. Favorable test mix was essentially offset by business mix changes including an increase in lower priced drugs-of-abuse testing, and a decrease in higher priced anatomic pathology testing. We expect reimbursement pressures to impact our revenue per requisition by about 3% for the full year in 2013.

Our Diagnostic Solutions ("DS") business accounted for approximately 8% of our net revenues for the three months ended March 31, 2013 and 2012. For the three months ended March 31, 2013, combined revenues in these businesses decreased by approximately 2%, compared to the prior year period.

Operating Costs and Expenses

Three Months Ended March 31,

	2013		2012		Increase (Decrease)	
	\$	% Net Revenue	\$	% Net Revenue	\$	% Net Revenue
	(dollars in millions)					
Cost of services	\$ 1,091.8	61.1%	\$ 1,109.2	58.1%	\$ (17.4)	3.0 %
Selling, general and administrative expenses (SG&A)	447.9	25.1	483.3	25.3	(35.4)	(0.2)
Amortization of intangible assets	19.3	1.1	18.8	1.0	0.5	0.1
Other operating expense, net	0.7	—	(0.4)	—	1.1	—
Total operating costs and expenses	\$ 1,559.7	87.3%	\$ 1,610.9	84.4%	\$ (51.2)	2.9 %
Bad debt expense (included in SG&A)	\$ 71.9	4.0%	\$ 80.7	4.2%	\$ (8.8)	(0.2)%

Total Operating Costs and Expenses

For the three months ended March 31, 2013, total operating costs and expenses were \$51.2 million below the prior year level, primarily driven by actions we have taken to reduce our cost structure under our Invigorate program and lower testing volumes in our DIS business. The savings associated with Invigorate have served to mitigate some of the earnings impact from the year over year revenue decrease. These savings were partially offset by higher costs primarily associated with workforce reductions and professional fees incurred in connection with further restructuring and integrating our business. These costs totaled \$44.5 million (\$17.4 million in cost of services and \$27.1 million in selling, general and administrative expenses).

Cost of Services

The decrease in cost of services for the three months ended March 31, 2013 is primarily due to the impact of actions we have taken to reduce our cost structure under the Invigorate program and lower testing volumes in our DIS business. This was partially offset by higher costs associated with restructuring and integration activities in 2013, compared to the prior year period. The decrease in net revenues was the primary factor for the increase in cost of services as a percentage of net revenues in 2013 compared to the prior year period.

Selling, General and Administrative Expenses

Selling, general and administrative expenses as a percentage of net revenues for the three months ended March 31, 2013 decreased slightly compared to the prior year period. This decrease was primarily related to actions we have taken to reduce our cost structure under the Invigorate program and lower testing volumes in our DIS business. This decrease was partially offset by higher costs associated with restructuring and integration activities in 2013, compared to the prior year period.

Amortization of Intangible Assets

The increase in amortization of intangible assets for the three months ended March 31, 2013, compared to the prior year period, primarily reflects the impact of amortization of intangible assets acquired as part of the UMass acquisition.

Operating Income

	Three Months Ended March 31,		
	2013	2012	Increase (Decrease)
	(dollars in millions)		
Operating income	\$ 227.0	\$ 297.8	\$ (70.8)
Operating income as a % of net revenues	12.7%	15.6%	(2.9)%

The decrease in operating income as a percentage of net revenues for the three months ended March 31, 2013, compared to the prior year period, is primarily a function of reduced revenues and higher costs associated with restructuring and integration activities, partially offset by savings realized from our Invigorate program.

Interest Expense, net

	Three Months Ended March 31,		
	2013	2012	Increase (Decrease)
	(dollars in millions)		
Interest expense, net	\$ 39.9	\$ 42.1	\$ (2.2)

Interest expense, net for the three months ended March 31, 2013 decreased, compared to prior year period, primarily due to lower average outstanding debt balances in 2013.

Other Income, net

Other income, net represents miscellaneous income and expense items related to non-operating activities, such as gains and losses associated with investments and other non-operating assets. For the three months ended March 31, 2013 and 2012, other income, net includes gains of \$3.4 million and \$4.8 million, respectively, associated with investments held in trusts pursuant to our supplemental deferred compensation plans.

Income Tax Expense

	Three Months Ended March 31,		
	2013	2012	Increase (Decrease)
	(dollars in millions)		
Income tax expense	\$ 73.3	\$ 102.6	\$ (29.3)
Effective income tax rate	37.3%	38.3%	(1.0)%

The decrease in the effective income tax rate for the three months ended March 31, 2013, compared to the prior year period, is due primarily to certain tax credits reflected in the effective income tax rate for 2013.

Discontinued Operations

Discontinued operations for the three months ended March 31, 2013 include HemoCue and NID, a test kit manufacturing subsidiary. Discontinued operations for the three months ended March 31, 2012 include HemoCue, NID and OralDNA, a salivary-diagnostics business ("OralDNA"), which was sold during the fourth quarter of 2012. The results of operations for HemoCue and NID have been classified as discontinued operations for all periods presented. The results of operations for OralDNA have been classified as discontinued operations for the three months ended March 31, 2012. See Note 12 to the interim consolidated financial statements for further details.

The following table summarizes our income from discontinued operations, net of taxes:

	Three Months Ended March 31,		
	2013	2012	Increase (Decrease)
	(dollars in millions)		
Net revenues	\$ 25.0	\$ 27.8	\$ (2.8)
Income from discontinued operations before taxes	1.0	2.5	(1.5)
Income tax benefit	19.3	0.5	18.8
Income from discontinued operations, net of taxes	\$ 20.3	\$ 3.0	\$ 17.3

For the three months ended March 31, 2013, income from discontinued operations, net of taxes includes discrete tax benefits of \$19.8 million due to new information resulting in changes in estimates for certain tax contingencies related to NID.

Quantitative and Qualitative Disclosures About Market Risk

We address our exposure to market risks, principally the market risk of changes in interest rates, through a controlled program of risk management that includes the use of derivative financial instruments. We do not hold or issue derivative financial instruments for speculative purposes. We believe that our exposures to foreign exchange impacts and changes in commodity prices are not material to our consolidated financial condition or results of operations. See Note 8 to the interim consolidated financial statements for additional discussion of our financial instruments and hedging activities.

At March 31, 2013 and December 31, 2012, the fair value of our debt was estimated at approximately \$3.8 billion and \$3.8 billion, respectively, using quoted active market prices and yields for the same or similar types of borrowings, taking into account the underlying terms of the debt instruments. At March 31, 2013 and December 31, 2012, the estimated fair value exceeded the carrying value of the debt by \$368 million and \$481 million, respectively. A hypothetical 10% increase in interest rates (representing 47 basis points and 48 basis points at March 31, 2013 and December 31, 2012, respectively) would potentially reduce the estimated fair value of our debt by approximately \$98 million and \$98 million at March 31, 2013 and December 31, 2012, respectively.

Borrowings under our floating rate senior notes due 2014, our senior unsecured revolving credit facility and our secured receivables credit facility are subject to variable interest rates. Interest on our secured receivables credit facility is based on rates that are intended to approximate commercial paper rates for highly-rated issuers. Interest on our senior unsecured revolving credit facility is subject to a pricing schedule that can fluctuate based on changes in our credit ratings. As such, our borrowing cost under this credit arrangement will be subject to both fluctuations in interest rates and changes in our credit ratings. At March 31, 2013, the borrowing rates under these debt instruments were: for our floating rate senior notes due 2014, LIBOR plus 0.85%; for our senior unsecured revolving credit facility, LIBOR plus 1.125%; and for our secured receivables credit facility, 0.95%. At March 31, 2013, the weighted average LIBOR was 0.3%. As of March 31, 2013, \$200 million was outstanding under our floating rate senior notes due 2014 and \$45 million was outstanding under our \$525 million secured receivables credit facility. There were no borrowings outstanding under our \$750 million senior unsecured revolving credit facility as of March 31, 2013.

We seek to mitigate the variability in cash outflows that result from changes in interest rates by maintaining a balanced mix of fixed-rate and variable-rate debt obligations. In order to achieve this objective, we have entered into interest rate swaps. Interest rate swaps involve the periodic exchange of payments without the exchange of underlying principal or notional amounts. Net settlements are recognized as an adjustment to interest expense.

In prior years, we entered into various fixed-to-variable interest rate swap agreements with an aggregate notional amount of \$550 million and variable interest rates based on six-month LIBOR plus 0.54% and one-month LIBOR plus 1.33%. In July 2012, we monetized the value of these interest rate swap assets by terminating the hedging instruments. The asset value, including accrued interest through the date of termination, was \$71.8 million and the amount to be amortized as a reduction of interest expense over the remaining terms of the hedged debt instruments was \$65.2 million. Immediately after the termination of these interest rate swaps, we entered into new fixed-to-variable interest rate swap agreements on the same Senior Notes. The interest rate swap agreements we entered into in July 2012 have an aggregate notional amount of \$550 million and variable interest rates based on six-month LIBOR plus 2.3% and one-month LIBOR plus 3.6% and are accounted for as fair value hedges of a portion of the Senior Notes due 2016 and a portion of the Senior Notes due 2020. During the fourth quarter of 2012, we entered into additional fixed-to-variable interest rate swap agreements with an aggregate notional amount of \$400 million and variable interest rates based on one-month LIBOR plus a spread ranging from 3.4% and 5.1%. These derivative financial instruments are accounted for as fair value hedges of a portion of the Senior Notes due 2015 and a portion of the Senior Notes due 2021. Based on our net exposure to interest rate changes, a hypothetical 10% change in interest rates on our variable rate indebtedness (representing 5 basis points) would impact annual interest expense by approximately \$0.6 million, assuming no changes to the debt outstanding at March 31, 2013.

The fair value of the fixed-to-variable interest rate swap agreements related to our Senior Notes due 2016 was an asset of \$0.6 million at March 31, 2013. A hypothetical 10% change in interest rates (representing 5 basis points) would potentially change the fair value of the asset by \$0.5 million. The fair value of the fixed-to-variable interest rate swap agreements related to our Senior Notes due 2015, 2020 and 2021 was a liability of \$7.6 million at March 31, 2013. A hypothetical 10% change in interest rates (representing 10 basis points) would potentially change the fair value of this liability by \$5.4 million.

For further details regarding our outstanding debt, see Note 12 to the Consolidated Financial Statements included in our 2012 Annual Report on Form 10-K for the year ended December 31, 2012. For details regarding our financial instruments, see Note 8 to the interim consolidated financial statements.

Risk Associated with Investment Portfolio

Our investment portfolio includes equity investments comprised primarily of strategic equity holdings in privately held companies. These securities are exposed to price fluctuations and are generally concentrated in the life sciences industry. The carrying value of our equity investments was \$12.1 million at March 31, 2013.

We regularly evaluate the fair value measurements of our equity investments to determine if losses in value are other than temporary and if an impairment loss has been incurred. The evaluation considers whether the security has the ability to recover and, if so, the estimated recovery period. Other factors that are considered in this evaluation include the amount of the other-than-temporary decline and its duration, the issuer's financial condition and short-term prospects, and whether the market decline was caused by overall economic conditions or conditions specific to the individual security.

We do not hedge our equity price risk. The impact of an adverse movement in equity prices on our holdings in privately held companies cannot be easily quantified, as our ability to realize returns on investments depends on, among other things, the enterprises' ability to raise additional capital or derive cash inflows from continuing operations or through liquidity events such as initial public offerings, mergers or private sales.

Liquidity and Capital Resources

Cash and Cash Equivalents

Cash and cash equivalents at March 31, 2013 totaled \$134 million, compared to \$296 million at December 31, 2012. Cash and cash equivalents consist of cash and highly liquid short-term investments. For the three months ended March 31, 2013, cash flows from operating activities of \$47 million, together with cash on hand, were used to fund investing and financing activities of \$140 million and \$60 million, respectively. Cash and cash equivalents at March 31, 2012 totaled \$145 million compared to \$165 million at December 31, 2011. For the three months ended March 31, 2012, cash flows from operating activities of \$161 million, together with cash on hand, were used to fund investing and financing activities of \$83 million and \$97 million, respectively.

Cash Flows from Operating Activities

Net cash provided by operating activities for the three months ended March 31, 2013 was \$47 million compared to \$161 million in the prior year period. Cash flows from operating activities for the three months ended March 31, 2013 were reduced by approximately \$70 million of income tax payments which were deferred from the fourth quarter of 2012 under a program offered to companies whose principal place of business was in states most affected by Hurricane Sandy. The remainder of the decrease in cash flows from operating activities is primarily due to reduced earnings. Days sales outstanding, a measure of billing and collection efficiency, was 46 days at March 31, 2013, compared to 47 days at December 31, 2012 and 44 days at March 31, 2012.

Cash Flows from Investing Activities

Net cash used in investing activities for the three months ended March 31, 2013 was \$140 million, and consisted principally of \$90.4 million for business acquisitions and \$49 million for capital expenditures

Net cash used in investing activities for the three months ended March 31, 2012 was \$83 million, consisting principally of \$50.6 million for business acquisitions and \$30 million for capital expenditures.

Cash Flows from Financing Activities

Net cash used in financing activities for the three months ended March 31, 2013 was \$60 million, consisting primarily of purchases of treasury stock of \$62 million, dividend payments of \$48 million and distributions to noncontrolling interests of \$3 million. These decreases were partially offset by net increases in debt of \$44 million and proceeds from the exercise of stock options and related tax benefits totaling \$15 million. The net increase in debt consists of \$176.5 million of borrowings and \$132.4 million of repayments.

The borrowings of \$176.5 and the repayment of \$132.4 million are primarily associated with our secured receivables credit facility.

Net cash used in financing activities for the three months ended March 31, 2012 was \$97 million, consisting primarily of net decreases in debt of \$102 million, purchases of treasury stock of \$50 million, dividend payments of \$27 million, and distributions to noncontrolling interests of \$6 million. These decreases were partially offset by proceeds from the exercise of stock options and related tax benefits totaling \$68 million. The net decrease in debt consists of \$365 million of borrowings and \$467 million of repayments.

In the first quarter of 2012, borrowings of \$365 million under our secured receivables credit facility, together with \$100 million of cash on hand, were used to fund repayments of \$280 million under our term loan due May 2012 and \$185 million of borrowings outstanding under our secured receivables credit facility.

Dividends

During the first quarter of 2013, our Board of Directors declared a quarterly cash dividend of \$0.30 per common share. During each of the first three quarters of 2012, our Board of Directors declared a quarterly cash dividend of \$0.17 per common share, and in November 2012, declared an increase in the quarterly cash dividend to \$0.30 per common share. We expect to fund future dividend payments with cash flows from operations, and do not expect the dividend to have a material impact on our ability to finance future growth.

Share Repurchases

In January 2012, our Board of Directors authorized \$1 billion of additional share repurchases of our common stock, increasing our total available authorization at that time to \$1.1 billion. The share repurchase authorization has no set expiration or termination date.

For the three months ended March 31, 2013, we repurchased 1.1 million shares of our common stock at an average price of \$57.81 per share for a total of \$62 million. At March 31, 2013, \$803 million remained available under share repurchase authorizations.

For the three months ended March 31, 2012, we repurchased 847 thousand shares of our common stock at an average price of \$59.00 per share for a total of \$50 million.

Contractual Obligations and Commitments

The following table summarizes certain of our contractual obligations as of March 31, 2013:

Contractual Obligations	Payments due by period				
	Total	Remainder of 2013	1-3 years	3-5 years	After 5 years
Outstanding debt	\$ 3,346,541	\$ 45,000	\$ 701,541	\$ 675,000	\$ 1,925,000
Capital lease obligations	25,675	7,080	15,604	2,991	—
Interest payments on outstanding debt	2,019,298	115,324	326,418	258,405	1,319,151
Operating leases	663,208	141,445	261,844	126,760	133,159
Purchase obligations	93,402	33,603	49,733	8,235	1,831
Merger consideration obligations	51,302	935	50,367	—	—
Total contractual obligations	\$ 6,199,426	\$ 343,387	\$ 1,405,507	\$ 1,071,391	\$ 3,379,141

Interest payments on our long-term debt have been calculated after giving effect to our interest rate swap agreements, using the interest rates as of March 31, 2013 applied to the March 31, 2013 balances, which are assumed to remain outstanding through their maturity dates.

A full description of the terms of our indebtedness and related debt service requirements and our future payments under certain of our contractual obligations is contained in Note 12 to the Consolidated Financial Statements in our 2012

Annual Report on Form 10-K. A full discussion and analysis regarding our minimum rental commitments under noncancelable operating leases and noncancelable commitments to purchase product or services at December 31, 2012 is contained in Note 17 to the Consolidated Financial Statements in our 2012 Annual Report on Form 10-K. Merger consideration obligation includes consideration due related to the Celera and UMass acquisitions. A full discussion and analysis regarding our acquisition of Celera and the merger consideration related to shares of Celera which had not been surrendered as of December 31, 2012 is contained in Note 5 to the Consolidated Financial Statements in our 2012 Annual Report on Form 10-K. See Note 5 to the interim consolidated financial statements for further details regarding the UMass acquisition.

As of March 31, 2013, our total liabilities associated with unrecognized tax benefits were approximately \$175 million, which were excluded from the table above. We believe it is reasonably possible that these liabilities may decrease by up to approximately \$26 million within the next twelve months, primarily as a result of the expiration of statutes of limitations, settlements and/or the conclusion of tax examinations on certain tax positions. For the remainder, we cannot make reasonably reliable estimates of the timing of the future payments of these liabilities. See Note 7 to the Consolidated Financial Statements in our 2012 Annual Report on Form 10-K for information regarding our contingent tax liability reserves.

Our credit agreements contain various covenants and conditions, including the maintenance of certain financial ratios, that could impact our ability to, among other things, incur additional indebtedness. As of March 31, 2013, we were in compliance with the various financial covenants included in our credit agreements and we do not expect these covenants to adversely impact our ability to execute our growth strategy or conduct normal business operations.

Unconsolidated Joint Ventures

We have investments in unconsolidated joint ventures in Phoenix, Arizona; Indianapolis, Indiana; and Dayton, Ohio, which are accounted for under the equity method of accounting. We believe that our transactions with our joint ventures are conducted at arm's length, reflecting current market conditions and pricing. Total net revenues of our unconsolidated joint ventures equal approximately 6% of our consolidated net revenues. Total assets associated with our unconsolidated joint ventures are less than 2% of our consolidated total assets. We have no material unconditional obligations or guarantees to, or in support of, our unconsolidated joint ventures and their operations.

Requirements and Capital Resources

We estimate that we will invest approximately \$250 million during 2013 for capital expenditures, to support and expand our existing operations, principally related to investments in information technology, laboratory equipment and facilities, including specific initiatives associated with our Invigorate program. We expect to fund the repayment of our short-term borrowings and the current portion of our long-term debt using cash on hand and existing credit facilities.

As of March 31, 2013, \$1.2 billion of borrowing capacity was available under our existing credit facilities, consisting of \$480 million available under our secured receivables credit facility and \$750 million available under our senior unsecured revolving credit facility.

We believe the banks participating in our various credit facilities are predominantly highly-rated banks, and that the borrowing capacity under the credit facilities described above is currently available to us. Should one or several banks no longer participate in either of our credit facilities, we would not expect it to impact our ability to fund operations. We expect that we will be able to replace our existing secured receivables credit facility with alternative arrangements prior to its expiration.

We believe that cash and cash equivalents on-hand and cash from operations, together with our borrowing capacity under our credit facilities, will provide sufficient financial flexibility to fund seasonal working capital requirements, capital expenditures, debt service requirements and other obligations, cash dividends on common shares, share repurchases and additional growth opportunities for the foreseeable future. We believe that our credit profile should provide us with access to additional financing, if necessary, to fund growth opportunities that cannot be funded from existing sources.

Recent Accounting Pronouncements Not Yet Effective

In March 2013, the FASB issued a new accounting standard on foreign currency matters that clarifies the guidance of a parent company's accounting for the cumulative translation adjustment upon derecognition of certain subsidiaries or groups of assets within a foreign entity or of an investment in a foreign entity. The impact of this accounting standard is discussed in Note 2 to the interim consolidated financial statements.

Forward-Looking Statements

Some statements and disclosures in this document are forward-looking statements. Forward-looking statements include all statements that do not relate solely to historical or current facts and can be identified by the use of words such as “may,” “believe,” “will,” “expect,” “project,” “estimate,” “anticipate,” “plan” or “continue.” These forward-looking statements are based on our current plans and expectations and are subject to a number of risks and uncertainties that could cause our plans and expectations, including actual results, to differ materially from the forward-looking statements. Risks and uncertainties that may affect our future results include, but are not limited to, adverse results from pending or future government investigations, lawsuits or private actions, the competitive environment, changes in government regulations, changing relationships with customers, payers, suppliers and strategic partners and other factors discussed in “Business,” “Risk Factors,” “Cautionary Factors That May Affect Future Results,” “Legal Proceedings,” “Management’s Discussion and Analysis of Financial Condition and Results of Operations,” and “Quantitative and Qualitative Disclosures About Market Risk” in our 2012 Annual Report on Form 10-K and “Management’s Discussion and Analysis of Financial Condition and Results of Operations” and “Quantitative and Qualitative Disclosures About Market Risk” in our 2013 Quarterly Reports on Form 10-Q and other items throughout the 2012 Form 10-K and our 2013 Quarterly Reports on Form 10-Q and Current Reports on Form 8-K.

Item 3. Quantitative and Qualitative Disclosures About Market Risk

See Item 2. "Management's Discussion and Analysis of Financial Condition and Results of Operations."

Item 4. Controls and Procedures

Under the supervision and with the participation of our management, including our Chief Executive Officer and our Chief Financial Officer, we have evaluated the effectiveness of our disclosure controls and procedures (as defined under Rules 13a-15(e) and 15d-15(e) of the Securities Exchange Act of 1934, as amended). Based upon that evaluation, our Chief Executive Officer and our Chief Financial Officer concluded that our disclosure controls and procedures were effective as of the end of the period covered by this quarterly report.

During the first quarter of 2013, there were no changes in our internal control over financial reporting (as defined in Rule 13a-15(f) under the Securities Exchange Act of 1934, as amended) that materially affected, or are reasonably likely to materially affect, our internal control over financial reporting.

PART II - OTHER INFORMATION**Item 1. Legal Proceedings**

See Note 11 to the interim consolidated financial statements for information regarding the status of legal proceedings involving the Company.

Item 2. Unregistered Sales of Equity Securities and Use of Proceeds

The table below sets forth the information with respect to purchases made by or on behalf of the Company of its common stock during the first quarter of 2013.

ISSUER PURCHASES OF EQUITY SECURITIES

Period	Total Number of Shares Purchased	Average Price Paid per Share	Total Number of Shares Purchased as Part of Publicly Announced Plans or Programs	Approximate Dollar Value of Shares that May Yet Be Purchased Under the Plans or Programs (in thousands)
January 1, 2013 – January 31, 2013				
Share Repurchase Program (A)	257,790	\$ 58.14	257,790	\$ 850,072
Employee Transactions (B)	530	\$ 59.02	N/A	N/A
February 1, 2013 – February 28, 2013				
Share Repurchase Program (A)	808,318	\$ 57.70	808,318	\$ 803,431
Employee Transactions (B)	84,318	\$ 57.91	N/A	N/A
March 1, 2013 – March 31, 2013				
Share Repurchase Program (A)	—	\$ —	—	\$ 803,431
Employee Transactions (B)	69,470	\$ 56.24	N/A	N/A
Total				
Share Repurchase Program (A)	1,066,108	\$ 57.81	1,066,108	\$ 803,431
Employee Transactions (B)	154,318	\$ 57.16	N/A	N/A

(A) In January 2012, our Board of Directors authorized the Company to repurchase an additional \$1 billion of the Company's common stock, increasing the total available authorization at that time to \$1.1 billion. The share repurchase authorization has no set expiration or termination date. Since the share repurchase program's inception in May 2003, our Board of Directors has authorized \$5.5 billion of share repurchases of our common stock through March 31, 2013.

(B) Includes: (1) shares delivered or attested to in satisfaction of the exercise price and/or tax withholding obligations by holders of stock options (granted under the Company's Amended and Restated Employee Long-Term Incentive Plan and its Amended and Restated Non-Employee Director Long-Term Incentive Plan, collectively the "Stock Compensation Plans") who exercised options; (2) restricted common shares withheld (under the terms of grants under the Stock Compensation Plans) to offset tax withholding obligations that occur upon vesting and release of the restricted common shares; and (3) shares withheld (under the terms of grants under the Stock Compensation Plans) to offset tax withholding obligations that occur upon the delivery of common shares underlying restricted stock units and performance share units.

Item 6. Exhibits

Exhibits:

10.1	Form of Equity Award dated as of February 25, 2013
31.1	Rule 13a-14(a) Certification of Chief Executive Officer
31.2	Rule 13a-14(a) Certification of Chief Financial Officer
32.1	Section 1350 Certification of Chief Executive Officer
32.2	Section 1350 Certification of Chief Financial Officer
101.INS	dgx-20130331.xml
101.SCH	dgx-20130331.xsd
101.CAL	dgx-20130331_cal.xml
101.DEF	dgx-20130331_def.xml
101.LAB	dgx-20130331_lab.xml
101.PRE	dgx-20130331_pre.xml

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.

April 24, 2013

Quest Diagnostics Incorporated

By /s/ Stephen H. Rusckowski
Stephen H. Rusckowski
President and Chief Executive Officer

By /s/ Robert A. Hagemann
Robert A. Hagemann
Senior Vice President and Chief Financial
Officer

Quest Diagnostics Incorporated Equity Award Agreement

This Equity Award Agreement (the “**Agreement**”) dated as of February 25, 2013 (the “**Grant Date**”) between Quest Diagnostics Incorporated, 3 Giralda Farms, Madison, NJ 07940 (the “**Company**”) and the employee to whom the awards described herein are made (the “**Employee**”) is subject in all respects to the Company’s Amended and Restated Employee Long-Term Incentive Plan (the “**Plan**”). All references to “Shares” means shares of the Company’s Common Stock.

THIS AGREEMENT AND THE AWARDS DESCRIBED HEREIN ARE EFFECTIVE AS OF THE GRANT DATE BUT SHALL BE CANCELED IF THE EMPLOYEE FAILS TO COMPLETE, NOT LATER THAN THIRTY (30) DAYS AFTER SUCH AWARDS ARE COMMUNICATED ELECTRONICALLY TO THE EMPLOYEE, ALL THE STEPS TO ACCEPT THE OPTIONS (AS HEREINAFTER DEFINED) ELECTRONICALLY AT THE MORGAN STANLEY SMITH BARNEY BENEFIT ACCESS WEBSITE (WWW.BENEFITACCESS.COM) (THE “SITE**”), INCLUDING WITHOUT LIMITATION ACKNOWLEDGING THAT THE EMPLOYEE HAS READ ALL OF THE DOCUMENTATION PROVIDED AT THE SITE AND AFFIXING THE EMPLOYEE’S ELECTRONIC SIGNATURE, SO THAT THE STATUS INDICATOR AT THE SITE REFLECTS “ACCEPTED” FOR THE OPTIONS.**

IF THE STATUS INDICATOR AT THE SITE FOR THE OPTIONS DOES NOT REFLECT “ACCEPTED” BY MIDNIGHT ON THE THIRTIETH (30TH) DAY AFTER THE AWARDS DESCRIBED HEREIN ARE COMMUNICATED ELECTRONICALLY TO THE EMPLOYEE, THIS AGREEMENT, AND THE AWARDS DESCRIBED HEREIN, SHALL BE CANCELLED.

THE EMPLOYEE’S TAKING THE NECESSARY STEPS SO THAT THE STATUS INDICATOR AT THE SITE REFLECTS “ACCEPTED” FOR THE OPTIONS WILL SUFFICE TO REFLECT THE EMPLOYEE’S ACCEPTANCE OF THE RSUs (AS HEREINAFTER DEFINED) AND THE PERFORMANCE SHARES (AS HEREINAFTER DEFINED) AS WELL AS THE OPTIONS. THUS, IT IS NOT NECESSARY FOR THE EMPLOYEE TO MAKE A SEPARATE ELECTRONIC ACCEPTANCE OF THE RSUs OR THE PERFORMANCE SHARES.

If you are not a United States citizen or resident as such term is defined by the Internal Revenue Code and you are employed outside the United States, please consult the “International Supplement” attached as Appendix B to this Agreement. The International Supplement amends certain terms and conditions of this Agreement as they apply to individuals employed outside the United States.

AWARDS COVERED BY THIS AGREEMENT

SECTION 1. Award of Stock Options. The Company hereby awards stock options (each, an “Option”) to the Employee under the Plan. The number of Options awarded to the Employee is indicated at the Site. Each Option entitles the Employee, subject to the terms and conditions of this Agreement and the Plan, to purchase from the Company at the exercise price set forth for the Options at the Site (the “Exercise Price”) one Share (an “Option Share”). The Options shall vest and become exercisable on the terms set forth in Section 4. The Options shall expire on, and no Option Shares may be purchased pursuant to this Agreement after, the tenth anniversary of the Grant Date (such tenth anniversary is referred to as the “Option Expiration Date”). The Compensation Committee of the Board of Directors of the Company (the “Compensation Committee”) may, in its sole discretion, convert any or all of the Options at any time to a stock-settled stock appreciation grant. The Options are not intended to be “incentive stock options” within the meaning of Section 422 of the Internal Revenue Code of 1986, as amended (the “Code”), and this Agreement shall be construed and interpreted in accordance with such intention.

SECTION 2. Restricted Share Units. The Company hereby awards restricted share units (each, an “RSU”) to the Employee under the Plan. The number of RSUs awarded to the Employee is indicated at the Site. Each RSU corresponds to one Share and constitutes a contingent and unsecured promise of the Company to pay the Employee one Share on the vesting date for the RSU, subject to the terms and conditions set forth in the Plan and this Agreement. The RSUs shall vest and convert to Shares on the terms set forth in Section 7. For purposes of this Agreement, an “RSU Share” means a Share delivered upon conversion of an RSU.

SECTION 3. Performance Shares. Capitalized terms used in this Section without definition have the meanings set forth in Appendix A. The Employee shall be eligible to receive and vest in Shares as provided in this Section 3 and Section 8 based on (a) the number of target performance shares indicated for the Employee at the Site (“Target Performance Shares”) and (b) the Company’s performance during the Performance Period. Performance will be measured as of the end of the performance period that began on January 1, 2013 and will continue through December 31, 2015 (the “Performance Period”). 50% of the Target Performance Shares will be earned based on the annual compounded revenue growth (“Revenue Growth”) during the Performance Period, determined by comparing the Company’s Net Revenues for the Final Year of the Performance Period with the Company’s Net Revenues for the Baseline Year, in each case as reported in the consolidated statements of operations included in the Company’s audited financial statements for the relevant year. After the Performance Period, Revenue Growth will be calculated and the number of Shares to be issued (subject to vesting under Section 8 and withholding of taxes under Section 15) in respect of the Revenue Growth performance measure shall be based upon the following formula (such Shares, and the Shares determined using the Average ROIC performance measure described below in this Section, being “Earned Performance Shares”):

Annual Compounded Revenue Growth*	“Earnings Multiple”** multiplied by 50% of Target Performance Shares = Earned Performance Shares
Greater Than or Equal to <u>5.0%</u>	2 x 50% x Target Performance Shares
Equal to <u>2.4%</u>	1 x 50% x Target Performance Shares
Less Than or Equal to <u>0%</u>	0 x 50% x Target Performance Shares

*The Earnings Multiple for Revenue Growth between the percentages designated in the above table will be interpolated.

The remaining 50% of the Target Performance Shares will be earned based on the Company’s average return on invested capital (“**Average ROIC**”) during the Performance Period. After the Performance Period, the Average ROIC will be calculated and the number of Earned Performance Shares to be issued (subject to vesting under Section 8 and withholding of taxes under Section 15) in respect of the Average ROIC performance measure shall be based upon the following formula:

Average ROIC*	“Earnings Multiple”** multiplied by 50% of Target Performance Shares = Earned Performance Shares
Greater Than or Equal to 12.76%	2 x 50% x Target Performance Shares
Equal to 11.60%	1 x 50% x Target Performance Shares
Less Than or Equal to 10.44%	0 x 50% x Target Performance Shares

*The Earnings Multiple for Average ROIC between the percentages designated in the above table will be interpolated.

The aggregate number of Earned Performance Shares will equal the number of Performance Shares earned in respect of the Revenue Growth performance measure plus the number of Earned Performance Shares earned in respect of the Average ROIC performance measure. The maximum number of Earned Performance Shares is 2x the number of Target Performance Shares.

STOCK OPTIONS

SECTION 4. Vesting of Options.

(a) General Vesting Requirements. Except as otherwise provided below, the Options shall vest and become exercisable on the vesting dates set forth below (the “**Option Vesting Dates**”), provided that the Employee remains in continuous employment with the Company through the applicable Option Vesting Date. Options shall be exercisable only to the extent vested.

<u>Option Vesting Dates</u>	<u>Vesting Percent</u>	<u>Cumulative</u>
First anniversary of Grant Date	33.3%	33.3%
Second anniversary of Grant Date	33.3%	66.6%
Third anniversary of Grant date	33.4%	100%

(b) Termination of Employment Generally. If the Employee's employment is terminated (other than for one of the reasons set forth elsewhere in this Section 4) three months or more after the Grant Date but prior to the third anniversary of the Grant Date, the Employee will vest as of the date of termination of employment (the Employee's "Termination Date") in a number of Options determined by multiplying the number of Options that are scheduled to vest on the next Option Vesting Date by a fraction, (i) the numerator of which is the number of whole months from the Grant Date or, if the Termination Date occurs more than one year after the Grant Date, the most recent anniversary of the Grant Date, to the Termination Date and (ii) the denominator of which is 12; and any unvested Options will be canceled. No Options shall vest under this Section 4(b) if the Employee's termination of employment occurs less than three months after the Grant Date.

(c) Leave of Absence. Notwithstanding anything to the contrary contained herein, if the Employee is on a leave of absence approved by the Company for medical, personal, educational and/or other permissible purposes pursuant to policies of the Company as in effect from time to time, for a consecutive twelve-month period, such Employee will be deemed terminated for purposes of this Section 4 (including under Section 4(b)) on the first anniversary of the commencement of such leave of absence, with the result that the Employee shall immediately vest in a number of Options as provided in Section 4(b). Any Options that remain unvested will be canceled; *provided, however*, that if the Employee's employment is terminated pursuant to this Section 4(c) at the end of a medical or disability leave, any Options that have not vested in accordance with the applicable provisions of this Section 4 shall not be canceled until the first anniversary of the Termination Date; and *provided, further*, that if prior to such first anniversary, the Employee delivers to the Company evidence satisfactory to the Company that the Social Security Administration has determined that the Employee is disabled as provided in Section 4(e), the unvested Options shall not be canceled, and the provisions set forth in Section 4(e) for termination of employment due to disability shall apply. Notwithstanding the foregoing provisions, on or before the first anniversary of the commencement of an authorized leave of absence, the Compensation Committee may, in its absolute discretion, determine to waive the application of this Section 4(c), in which case the Employee will not be deemed terminated for purposes of this Agreement and the Options will continue to vest in accordance with this Agreement.

(d) Death. If the Employee shall die while employed, on the date of the Employee's death, all Options shall vest.

(e) Disability. If the Employee's employment shall terminate pursuant to Section 4(c) at the end of a medical or disability leave and if, on or before the first anniversary of the Termination Date, the Employee delivers to the Company evidence satisfactory to the Company that the Social Security Administration has determined that the Employee is disabled (as defined in Section 22(e)(3) of the Code), on the date that such evidence is provided to the Company all Options shall vest.

(f) Change in Control. All Options shall vest on the effective date of a Change in Control, provided the Employee was employed by the Company on such date. For purposes of this Agreement the term "Change in Control" shall mean and shall be deemed to occur if and when:

(i) Any person (as such term is used in Sections 13(d) and 14(d)(2) of the Securities Exchange Act of 1934) is or becomes the beneficial owner, directly or indirectly, of securities of the Company representing 40% or more of the combined voting power of the Company's then outstanding securities; or

(ii) The individuals who, as of the Grant Date, constituted the Company's Board of Directors (the "***Incumbent Board***") cease for any reason to constitute at least a majority of the Board; *provided, however*, that any individual (other than any individual whose initial assumption of office is in connection with an actual or threatened election contest (as such term is used in Rule 14a-11 of Regulation 14A promulgated under the Securities Exchange Act of 1934)) becoming a director subsequent to the Grant Date, whose election, or nomination for election by the stockholders of the Company, was approved by a vote of at least a majority of the directors then comprising the Incumbent Board, shall be considered as though such individual was a member of the Incumbent Board; or

(iii) The Company consummates any of the following transactions that are required to be approved by shareholders: (a) a transaction in which the Company ceases to be an independent publicly owned corporation, or (b) the sale or other disposition of all or substantially all of the Company's assets, or (c) a plan of partial or complete liquidation of the Company.

(g) Involuntary Termination with Severance or Divestiture. If prior to the third anniversary of the Grant Date, the Employee's employment is terminated by the Company as a result of (1) a separation which would entitle the Employee to severance benefits under one of the Company's severance plans or an employment agreement between the Employee and the Company or (2) a divestiture and the Employee is employed by the divested or purchasing entity, the Employee will immediately vest in a number of Options equal to (i) the number of Options that are scheduled to vest on the next Option Vesting Date plus (ii) if the termination occurs prior to the second Option Vesting Date, the number of Options that would have vested under Section 4(b) if the Employee had remained an employee for an additional one year after his/her actual termination of employment; and any unvested Options will be canceled.

(h) Transfers. If the Employee shall be transferred from the Company to a subsidiary company (being a 50% owned entity within the meaning of Section 424(f) of the Code), or joint venture or similar entity existing as of the date of this Agreement in which the Company has at least a 33.33% interest ("***joint venture***") or vice versa or from one subsidiary company (or joint venture) to another, the Employee's employment shall not be deemed to have terminated for purposes of this Section 4. If, while the Employee is employed by such a subsidiary company or joint venture, such subsidiary company or joint venture shall cease to be a subsidiary company or joint venture as described above and the Employee is not thereupon transferred to and employed by the Company or another subsidiary company or joint venture as described above, then the Employee's employment will be treated as a termination due to a divestiture under Section 4(g) on the date that the Employee's employer ceases to be such a subsidiary company or joint venture of the Company.

(i) Change from Full-Time Status. Notwithstanding the provisions of Section 4(a), if the Employee remains employed with the Company but the Employee's employment status changes so that the Employee ceases to be employed by the Company on a full-time basis, and such changed status continues for a consecutive 90 day period, then: (i) the Options shall cease to vest at the end of such 90-day period; (ii) the Employee will immediately vest in a number of Options equal to the number that would have vested under Section 4(b) if the Employee had terminated employment at the end of such 90-day period (including any Shares that would be vested on any intervening Option Vesting Date that occurs between the date of such change in employment status and the 90th day); and (iii) except as otherwise provided in this Section 4(i), the Employee will not vest in any additional Options upon the occurrence of a Change in Control or of any of the circumstances addressed in Sections 4(b) through 4(e) or Sections 4(g) or 4(h). Notwithstanding the foregoing, the Options shall continue to vest if, before the end of such 90-day period, the Compensation Committee, in its absolute discretion, determines to waive the application of this Section 4(i). If, after a cessation of vesting pursuant to this Section 4(i) and before the Option Expiration Date, the Employee resumes full-time employment with the Company, the Employee shall resume vesting, as of the first day that the Employee is once again so eligible (the Employee's "Reinstatement Date"), in any Options that remained unvested as a result of application of the foregoing provisions of this Section 4(i); *provided, however*, that with respect to any Options that vest in respect of the Employee's service with the Company following the Reinstatement Date, any Option Vesting Date that would otherwise apply to such Options will be delayed by the number of days between (x) the last day of the 90-day period referred to above in this Section 4(i) and (y) the Reinstatement Date; and *provided, further*, that in no event will any of the Options become exercisable or remain outstanding after the Option Expiration Date. If, following the Reinstatement Date, there is a Change in Control or any of the circumstances addressed in Sections 4(b) through 4(e) or Sections 4(g) or 4(h) hereof arises, the relevant provisions of such Sections shall apply, except that any reference to an "Option Vesting Date" shall be understood to mean the relevant Option Vesting Date as adjusted pursuant to the preceding sentence.

SECTION 5. Exercise of Options. The Employee may exercise Options in accordance with the procedures specified by the Company from time to time. The Exercise Price of Options shall be paid in full with, or in a combination of: (a) cash; (b) Shares that are owned by the Employee and are fully vested and freely transferable by the Employee, duly endorsed or accompanied by stock powers executed in blank; (c) a net share settlement procedure; or (d) through the withholding of Shares subject to the Options. The Company in its discretion may permit the Employee (if the Employee owns Shares that are fully vested and fully transferable by the Employee) to "attest" to his/her ownership of the number of Shares required to pay all or part of the purchase price (and not require delivery of the Shares), in which case the Company will deliver to the Employee the number of Shares to which the Employee is entitled, net of the "attested" Shares. If payment is made in whole or in part with Shares (including through the withholding of Shares subject to Options), the value of such Shares shall be the mean between its high and low prices on the New York Stock Exchange Composite list (or such other stock exchange as shall be the principal public trading market for the Shares) on the day of exercise. No "reload" or other option will be granted by reason of any such exercise.

SECTION 6. Exercise of Option After Termination of Employment, Death or Disability. The provisions covering the exercise of the Options following termination of employment are as follows, provided that in no event may any Options be exercised after the Option Expiration Date:

(a) Termination in General. If the Employee shall terminate his/her employment for any reason other than those described in Section 6(b) through 6(d), the Options that have vested simultaneously with or before the Employee's termination of employment may be exercised for ninety (90) days following such termination (but not beyond the Option Expiration Date) and such vested Options shall thereafter expire and cease to be exercisable.

(b) Death. If the Employee shall die while employed, the Options may be exercised through the Option Expiration Date. If the Employee shall die after termination of employment but while all or any portion of the Options are still exercisable, they shall remain exercisable through the first anniversary of the date of death but not beyond the Option Expiration Date.

(c) Disability. If the Employee's employment shall terminate pursuant to Section 4(c) at the end of a medical or disability leave and if, on or before the first anniversary of the Termination Date, the Employee delivers to the Company evidence satisfactory to the Company that the Social Security Administration has determined that the Employee is disabled (as defined in Section 22(e)(3) of the Code), the Options, which shall have in such circumstances vested pursuant to Section 4(e), shall remain exercisable through the Option Expiration Date.

(d) Involuntary Termination with Severance or Divestiture. If the Employee's employment is terminated by the Company as a result of (1) a separation which would entitle the Employee to severance benefits under one of the Company's severance plans or an employment agreement between the Employee and the Company or (2) a divestiture and the Employee is employed by the divested or purchasing entity, then any Options that are vested and exercisable (including any Options that become vested and exercisable under Section 4(g)) may be exercised through the first anniversary of the date of termination (but not beyond the Option Expiration Date) and shall thereafter expire.

RESTRICTED SHARE UNITS

SECTION 7. Vesting of RSUs.

(a) General Vesting Requirements. Except as otherwise provided in this Agreement, the RSUs shall vest on the vesting dates set forth below (the "***RSU Vesting Dates***"), provided that the Employee remains in continuous employment with the Company through the applicable RSU Vesting Date.

<u>RSU Vesting Dates</u>	<u>Vesting Percent</u>	<u>Cumulative</u>
First anniversary of Grant Date	25%	25%

Second anniversary of Grant Date	25%	50%
Third anniversary of Grant date	50%	100%

Except as otherwise set forth in this Agreement, RSUs will convert to Shares as soon as practicable, and in all cases within fourteen (14) days, after the date on which the RSUs vest (whether vesting occurs on a RSU Vesting Date or as provided in Sections 7(b) through 7(i)) and such Shares, net of required tax withholding as described in Section 15 below, shall be transferred into the Employee's account at the Company's dedicated broker.

(b) Termination of Employment Generally. If the Employee's employment is terminated (other than for one of the reasons set forth elsewhere in this Section 7) three months or more after the Grant Date but prior to the third anniversary of the Grant Date, the Employee will vest as of the Termination Date in a number of RSUs determined by multiplying the number of RSUs that are scheduled to vest on the next RSU Vesting Date by a fraction, (i) the numerator of which is the number of whole months from the Grant Date or, if the Termination Date occurs more than one year after the Grant Date, the most recent anniversary of the Grant Date, to the Termination Date and (ii) the denominator of which is 12; and any unvested RSUs will be canceled. No RSUs shall vest under this Section 7(b) if the Employee's termination of employment occurs less than three months after the Grant Date.

(c) Leave of Absence. Notwithstanding anything to the contrary contained herein, if the Employee is on a bona fide leave of absence approved by the Company for medical, personal, educational and/or other permissible purposes pursuant to policies of the Company as in effect from time to time, for a consecutive six-month period, such Employee will be deemed to have terminated employment for purposes of this Section 7 (including under Section 7(b)) on the first day following the six-month anniversary of the commencement of such leave of absence, *provided, however*, that the Employee will not be considered to have terminated employment for so long as the Employee retains a right to reemployment with the Company under an applicable statute or by contract. Upon termination of the Employee's employment after six months of bona fide leave of absence as provided in the preceding sentence (or upon later lapse or termination of the Employee's statutory or contractual right to reemployment with the Company), the Employee shall immediately vest in a number of RSUs as provided in Section 7(b). Any RSUs that remain unvested will be canceled; *provided, however*, that if the Employee's employment is terminated pursuant to this Section 7(c) six months following the commencement of a medical or disability leave, any RSUs that have not vested in accordance with the applicable provisions of this Section 7 shall not be canceled until the date that is eighteen (18) months after the Termination Date; and *provided, further*, that if the Employee delivers to the Company evidence satisfactory to the Company that the Social Security Administration has determined that the Employee is disabled in accordance with the timing requirements set forth in Section 7(e), the provisions of such Section 7(e) shall apply. For purposes of this Section 7(c), an Employee's leave of absence shall be considered "bona fide" only if there is a reasonable expectation that the Employee will return to perform services for the employer.

(d) Death. If the Employee shall die while employed, on the date of the Employee's death, all RSUs shall vest.

(e) Disability. In the event that the Employee's employment has terminated pursuant to Section 7(c) at the end of a medical or disability leave, if the Employee delivers evidence satisfactory to the Company that the Social Security Administration has determined that the Employee is disabled (as defined in Section 22(e)(3) of the Code), both (i) on or before the date that is eighteen (18) months after the Termination Date, and (ii) no later than the date that is six (6) months after the date on which the Social Security Administration has made its determination (the "Disability Determination Date"), all RSUs shall vest as of the date that is six (6) months following the Disability Determination Date.

(f) Change in Control. The following shall apply upon the occurrence of a Change in Control (as defined in Section 4(f)), provided the Employee was employed by the Company on the effective date of the Change in Control:

(i) All RSUs will vest immediately upon the Change in Control, but conversion of RSUs to Shares will be determined pursuant to clauses (ii) and (iii) below.

(ii) If the Change in Control constitutes a "change in the ownership" of the Company, a "change in effective control" of the Company or a "change in the ownership of a substantial portion of the assets" of the Company, as such terms are used in Treas. Reg. §1.409A-3(i)(5), then all RSUs shall convert to Shares as soon as practicable, and in all cases within fourteen (14) days after, the effective date of the Change in Control.

(iii) In the case of any Change in Control not described in clause (ii) above, RSUs shall convert to Shares at the time(s) they would have converted pursuant to the applicable provisions of this Section 7 in the absence of the Change in Control, *provided, however*, that in the event the Employee's employment with the Company terminates for any reason following the Change in Control, all RSUs shall convert to shares as soon as practicable, and in all cases within fourteen (14) days, following the Termination Date.

(g) Involuntary Termination with Severance or Divestiture. If prior to the third anniversary of the Grant Date, the Employee's employment is terminated by the Company as a result of (1) a separation which would entitle the Employee to severance benefits under one of the Company's severance plans or an employment agreement between the Employee and the Company or (2) a divestiture and the Employee is employed by the divested or purchasing entity, the Employee will immediately vest in a number of RSUs equal to (i) the number of RSUs that are scheduled to vest on the next RSU Vesting Date plus (ii) if the termination occurs prior to the second RSU Vesting Date, the number of RSUs that would have vested under Section 7(b) if the Employee had remained an employee for an additional one year after the Termination Date; and any unvested RSUs will be canceled. For purposes of this Section 7(g), a "divestiture" refers to a transaction as a result of which the Employee is considered to experience a "separation from service" within the meaning of Section 7(j).

(h) Transfers. If the Employee shall be transferred from the Company to a subsidiary company (as defined in Section 4(h)) or joint venture (as defined in Section 4(h)) or

similar entity existing as of the date of this Agreement or vice versa or from one subsidiary company (or joint venture) to another, in any such cases under circumstances that do not result in a “separation from service” within the meaning of Section 7(j), the Employee’s employment shall not be deemed to have terminated for purposes of this Section 7. If, while the Employee is employed by such a subsidiary company or joint venture, the subsidiary company or joint venture is the subject of a divestiture as described in Section 7(g) and the Employee is not thereupon transferred to and employed by the Company or another subsidiary company or joint venture as described above, with the result that the Employee experiences a “separation from service” as a result of his or her employer’s ceasing to be such a subsidiary company or joint venture of the Company, then the Employee’s employment will be treated as having terminated due to a divestiture under Section 7(g) on the date that the Employee’s employer ceases to be such a subsidiary company or joint venture of the Company.

(i) Change from Full-Time Status. Notwithstanding the provisions of Section 7(a), if the Employee remains employed with the Company but the Employee’s employment status changes so that the Employee ceases to be employed by the Company on a full-time basis and such changed status continues for a consecutive 90 day period, then (i) the RSUs shall cease to vest at the end of such 90-day period; (ii) the Employee will immediately vest in a number of RSUs equal to the number that would have vested under Section 7(b) if the Employee had terminated employment at the end of such 90-day period (including any RSUs that would be vested on any intervening RSU Vesting Date that occurs between the date of such change in employment status and the 90th day); and (iii) any unvested RSUs will be canceled. Any RSUs that vest pursuant to the preceding sentence shall convert to Shares as follows: (x) any RSUs that would have vested on an RSU Vesting Date that occurs between the day of such change in employment status and the 90th day shall convert to Shares as provided in Section 7(a) (that is, as soon as practicable, and in all cases within fourteen (14) days, after the applicable RSU Vesting Date) and (y) any additional RSUs that vest by virtue of the preceding sentence will convert to Shares pursuant to Section 7(a) as though they had vested on the otherwise applicable RSU Vesting Date (that is, as soon as practicable, and in all cases within fourteen (14) days, after such otherwise applicable RSU Vesting Date). Notwithstanding the foregoing, the RSUs shall continue to vest (and shall not be canceled) under this Section 7(i) if, before the end of such 90-day period, the Compensation Committee, in its absolute discretion, determines to waive the application of this Section 7(i).

(j) Separation from Service. For purposes of this Section 7, an Employee will be considered to have experienced a “termination of employment” only if the Employee has experienced a “separation from service” with the Company for purposes of Section 409A of the Code determined using the default provisions set forth in Treasury Regulation §1.409A-1(h) or any successor regulation thereto. For purposes of this definition, the Company is considered to include any corporation that is in the same controlled group of corporations (within the meaning of Section 414(b) of the Code) as the Company and any trade or business that is under common control with the Company (within the meaning of Section 414(c) of the Code), determined in each case by substituting “at least 20%” for “at least 50%” as permitted by Treasury Regulation §1.409A-1(h)(3) for purposes of such determinations. (By way of illustration, an Employee’s transfer to a joint venture or other entity in which the Company has a 40% interest generally would not constitute a “termination of employment” for purposes of this Section 7, while transfer

to a joint venture or other entity in which the Company has only a 19% interest would constitute a termination of employment.)

(k) Specified Employees. Notwithstanding any other terms of this Agreement, if the Company considers the Employee to be one of its “specified employees” as defined in Section 409A of the Code at the time of the Employee’s termination of employment, the conversion of any of the Employee’s RSUs that otherwise would convert upon the Employee’s termination of employment will be delayed for six months after such termination of employment, and such RSUs will convert to Shares on the first business day following the date that is six months after the Employee’s termination of employment; provided, however, that in the event of the Employee’s death, the RSUs will convert to Shares pursuant to Section 7(d).

PERFORMANCE SHARES

SECTION 8. Vesting of Performance Shares.

(a) Performance Share Vesting Period. Except as otherwise provided in this Agreement, Earned Performance Shares will vest at the end of the vesting period beginning on the Grant Date and continuing through February 25, 2016 (the “Performance Share Vesting Period”), provided that the Employee remains in continuous employment with the Company through the end of the Performance Share Vesting Period. Earned Performance Shares, net of required tax withholding as described in Section 15 below, will be transferred into the Employee’s account at the Company’s dedicated broker as soon as practicable after the final calculation of the number of Earned Performance Shares but in any event on or prior to March 15, 2015.

(b) Change in Control. If a Change in Control (as defined in Section 4(f)) of the Company occurs prior to the end of the Performance Share Vesting Period then the number of Earned Performance Shares to be awarded to the Employee shall be equal to the greater of: (1) the number of Earned Performance Shares that would be awarded if the calculation under Section 3 were based on the most recent fiscal year end results of the Company (rather than the Final Year of the Performance Period) and (2) the number of Target Performance Shares. The number of Shares (if any) calculated in accordance with the preceding sentence, net of required tax withholding as described in Section 15 below, will be transferred to the Employee’s account at the Company’s dedicated broker within five business days after the consummation of the Change in Control. In the event that (and only in the event that), following such payment, the Company continues to file annual reports pursuant to Section 13 or 15(d) of the Securities Exchange Act of 1934, as amended, including for the Final Year of the Performance Period, then following the end of the Performance Period, to the extent that the number of Earned Performance Shares calculated pursuant to Section 3 exceeds the number of Earned Performance Shares as calculated pursuant to the preceding sentence, then any additional Shares resulting from the calculation in accordance with Section 3 (net of the number of Shares previously delivered under the preceding sentence) will be so transferred as provided in Section 8(a). If the Employee terminates employment prior to the Change in Control, the Earned Performance Shares will vest or be pro-rated, as applicable, in accordance with Section 8(c).

(c) Adjustments to Earned Performance Shares and Vesting of Earned Performance Shares on Termination of Employment. The Employee (or, in the case of death, the Employee's beneficiary or estate) shall be entitled to receive 100% of the Earned Performance Shares calculated pursuant to Section 3, and such Earned Performance Shares shall not be subject to a service-based vesting requirement, if prior to the end of the Performance Share Vesting Period the Employee's employment terminates by reason of death or disability (under circumstances in which the Options vest under Section 4(e)). Such Earned Performance Shares (if any) will be delivered as provided in Section 8(a) or Section 8(b), if applicable. The number of Earned Performance Shares calculated pursuant to Section 3 to which the Employee is entitled will be adjusted in the following circumstances:

(i) Termination of Employment Generally. If the Employee's employment with the Company ends three months or more after the Grant Date but prior to the end of the Performance Share Vesting Period (other than by reason of death or disability (under circumstances in which the Options vest under Section 4(e))), the Employee shall vest in the number of Earned Performance Shares determined by multiplying the Earned Performance Shares by a fraction (A) the numerator of which is the number of full months that the Employee was employed by the Company during the Performance Share Vesting Period and (B) the denominator of which is the number of months in the Performance Share Vesting Period; and the balance of the Earned Performance Shares will be canceled; *provided, however,* that no Earned Performance Shares shall vest under this sentence if the Employee's termination of employment occurs less than three months after the Grant Date.

(ii) Leave of Absence. Notwithstanding anything to the contrary contained herein, if the Employee is on a leave of absence approved by the Company for medical, personal, educational and/or other permissible purposes pursuant to policies of the Company in effect from time to time, for a consecutive twelve-month period, the Employee will be deemed terminated for purposes of this Section 8(c) on the first anniversary of the commencement of such leave of absence, with the result that the Earned Performance Shares will be pro-rated in accordance with Section 8(c)(i) as of the end of such twelve-month period; *provided, however,* that on or before the first anniversary of the commencement of the leave of absence, the Compensation Committee may, in its absolute discretion, determine to waive the application of this Section 8(c)(ii), in which case the Employee will not be deemed terminated for purposes of this Section 8 and Earned Performance Shares will continue to vest in accordance with this Agreement. Notwithstanding the foregoing, if the Employee's employment is terminated pursuant to this Section 8(c)(ii) at the end of a medical or disability leave, then the Earned Performance Shares shall cease to vest as of the end of the twelve-month leave but shall not be canceled until the first anniversary of the Termination Date; *provided, however,* that if, prior to such first anniversary, the Employee delivers to the Company evidence satisfactory to the Company that the Social Security Administration has determined that the Employee is disabled as provided in Section 4(e), the Earned Performance Shares shall not be cancelled, and the provisions set forth in the first paragraph of this Section 8(c) for termination of employment due to disability shall apply.

(iii) Involuntary Termination with Severance or Divestiture. If Employee's employment with the Company ends prior to the end of the Performance Share Vesting Period as a result of (1) a separation which would entitle the Employee to severance benefits under one of the Company's severance plans or an employment agreement between such Employee and the Company or (2) a divestiture and the Employee is employed by the divested or purchasing entity, then, notwithstanding the provision of Section 8(c)(i), the Employee shall vest in the number of Earned Performance Shares determined by multiplying the Earned Performance Shares by a fraction, (A) the numerator of which is the number of full months that the Employee was employed by the Company during the Performance Share Vesting Period plus twelve (but in no event shall the numerator exceed the number of months in the Performance Share Vesting Period) and (B) the denominator of which is the number of months in the Performance Share Vesting Period; and the balance of the Earned Performance Shares will be canceled.

(iv) Transfers. If the Employee shall be transferred from the Company to a subsidiary company (as defined in Section 4(h)) or joint venture (as defined in Section 4(h)) or vice versa or from one subsidiary company (or joint venture) to another, the Employee's employment shall not be deemed to have terminated for purposes of this Section 8. If, while the Employee is employed by such a subsidiary company or joint venture, such subsidiary company or joint venture shall cease to be a subsidiary company or joint venture as described above and the Employee is not thereupon transferred to and employed by the Company or another subsidiary company or joint venture as described above, then the Employee's employment will be treated as a termination due to a divestiture under Section 8(c)(iii) on the date that the Employee's employer ceases to be such a subsidiary company or joint venture of the Company.

TERMS AND CONDITIONS APPLICABLE TO ALL AWARDS

SECTION 9. Cancellation. Notwithstanding anything to the contrary contained herein, this Agreement shall expire and be canceled, the Employee will not vest in any additional Options, the Employee may not exercise any Options, whether or not vested, and all RSUs, RSU Shares and Target Performance Shares (whether or not vested or earned) shall be canceled if:

(i) the Employee shall cause the Company to suffer financial harm or damage to its reputation (either before or after termination of employment) through (x) dishonesty, (y) violation of law in the course of the Employee's employment or violation of the Company's Corporate Compliance Manual and compliance bulletins or other written policies or (z) material deviation from the duties owed the Company by the Employee; or

(ii) the Employee is subject to the Executive Share Ownership Policy, as such policy may be amended from time to time (the "Ownership Policy"), and the Employee makes any false attestation under the Ownership Policy; or

(iii) the Employee violates the terms of any confidentiality, non-solicit or non-compete obligations or any other restrictive covenant set forth in any agreement between the Employee and the Company, or otherwise pursuant to any written policy of the Company (in any such case, a “***Restrictive Covenant***”).

The Company may require the Employee to provide a written certification or other evidence, from time to time in the Company’s sole discretion, to confirm that no cancellation event identified in clauses (i), (ii) or (iii) above has occurred, including upon or following a termination of employment for any reason and/or during a specified period of time prior to the exercise of any Options or the scheduled delivery of any Option Shares, RSU Shares or Earned Performance Shares. If the Employee fails to provide any required certification or other evidence by the specified deadline, the Company shall have the right to cancel the Employee’s awards and/or, as discussed in the next paragraph, to cause the exercise of any Option and the delivery of any Option Shares, RSU Shares or Earned Performance Shares under this Agreement to be rescinded (and if the Employee has previously sold the Shares issued pursuant to this Agreement, the Employee would be required to pay back to the Company the pre-tax proceeds received from the sale of such Shares).

The Employee understands that the cancellation of any awards or rights under this Agreement is only one of the remedies that potentially may be asserted against the Employee for injuries or damages sustained by the Company as a result of any action described in this Section 9 or a violation of any Restrictive Covenant. Such cancellation shall be in addition to any equitable and legal rights the Company has or may have and shall not constitute a release of any claim that the Company may have for damages, past, present, or future. In addition, a breach by the Employee of any provisions of any Restrictive Covenant that occurs after any exercise of any Option or delivery of Shares pursuant to this Agreement (including any breach occurring after termination of employment) shall cause the exercise of the Option and the delivery of any Option Shares, RSU Shares or Earned Performance Shares under this Agreement to be rescinded (and if the Employee has previously sold the Shares issued pursuant to this Agreement, the Employee would be required to pay back to the Company the pre-tax proceeds received from the sale of such Shares). For purposes of this Section 9, the term “***Company***” shall mean the Company, its affiliates, divisions and subsidiaries, or any other entity in which the Company, directly or indirectly, controls or has an ownership or equity interest equal to or greater than 25.0% of the combined voting power of the entity’s then outstanding securities, and their respective successors and assigns.

SECTION 10. Executive Share Ownership Policy.

(e) Employees Subject to Ownership Policy. **In consideration of the grant of the awards under this Agreement, the Employee agrees that, if the Employee is or becomes subject to the Ownership Policy, the Options and all Option Shares, the RSUs and all RSU Shares and the Performance Shares shall be subject to cancellation pursuant to Section 9(ii) of this Agreement and all Options, Option Shares, RSUs, RSU Shares, Performance Shares and shares of restricted stock granted to the Employee by the Company prior to the date hereof (the “*Prior Awards*”) shall be subject to cancellation pursuant to Section 9(ii) of this Agreement (for false attestation under the Ownership Policy), the Shares obtained on exercise of such Prior Awards after the date hereof shall be**

subject to the Ownership Policy pursuant to Section 10(b) of this Agreement and the terms of Sections 9 and 10(b) hereof are made a part of the terms of each of the Prior Awards.

(f) Shares Subject to Ownership Policy. If the Employee is subject to the Ownership Policy, any Shares issued under this Agreement or pursuant to any Prior Award (in each case net of tax withholdings) are subject to such policy. The Employee hereby acknowledges and agrees that the investment risk associated with the retention of any Shares, whether pursuant to the Ownership Policy or otherwise, is the sole responsibility of the Employee and the Employee hereby holds the Company harmless against any claim of loss related to the retention of the Shares.

SECTION 11. Non-Transferability; Voting Rights and Dividends.

(l) Non-Transferability. The awards and rights under this Agreement shall not be transferable other than by will or the laws of descent and distribution. The Options may be exercised during the lifetime of the Employee only by the Employee except to the extent of a disability (as defined in Section 22(e)(3) of the Code), in which case the Options may be exercised by the Employee's legal representative.

(m) Voting and Dividend Rights. The Employee will not have any voting, dividend or other rights as a stockholder with respect to any Option Shares, RSUs, RSU Shares, Target Performance Shares or Earned Performance Shares prior to the date on which he/she is recorded as the holder of such Option Shares, RSU Shares or Earned Performance Shares on the records of the Company; *provided, however* that until RSUs convert to Shares, if the Company declares and pays a regular or ordinary dividend on its Common Stock, the Employee will be paid a dividend equivalent for vested and unvested RSUs, but no dividend equivalents will be paid on any RSUs that are canceled. The Employee understands that the Option Shares will not be issued to the Employee until after (and to the extent that) Options are exercised, that Shares will not be issued to the Employee in respect of RSUs until after (and to the extent that) RSUs convert to Shares and that, except as provided in Section 8(b), Earned Performance Shares will not be issued to the Employee until after the final calculation of the Earnings Multiple as contemplated by Section 3 and any adjustment under Section 8, it being understood that such issuance shall occur in any event on or prior to March 15, 2015. The Employee further understands that all deliveries of Shares under this Agreement shall be net of required tax withholding as described in Section 15 below. Until Shares have been delivered to or on behalf of the Employee in respect of any RSUs or Earned Performance Shares, the Employee shall have only the rights of a general unsecured creditor.

(n) Assignment. Until Shares are transferred to the Employee's account at the Company's dedicated broker or the Employee otherwise receives physical possession of any such Shares, the Employee shall have no right to sell, assign, transfer, pledge or otherwise encumber Shares in any manner. Any purported attempt to sell, assign, transfer, pledge or otherwise encumber any award under this Agreement will be void and shall result in the cancellation of such award. Unless otherwise provided at the time of such transfer or delivery to the Employee of any Shares issued in respect of vested RSUs or Earned Performance Shares or Shares issued upon full or partial exercise of the Options, upon such transfer or delivery to the Employee the

Shares will not be subject to any restrictions on transfer other than those that may arise under the securities laws or the Company's policies, but the Shares shall remain subject to cancellation as provided in Section 9.

SECTION 12. Consideration. In consideration for the awards under this Agreement, the Employee hereby agrees to be bound by all Restrictive Covenants applicable to the Employee.

SECTION 13. Clawback. All awards hereunder shall be subject to cancellation and recoupment by the Company, and shall be repaid by the Employee to the Company, to the extent required by law, regulation or listing requirement, or as determined in accordance with any Company incentive compensation recoupment policy, in each case, as in effect from time to time.

SECTION 14. The Plan. The Plan is incorporated herein by reference. The Employee acknowledges that he/she has read the terms of the Plan and that those terms shall govern in the event of any conflict with the terms of this Agreement.

SECTION 15. Taxes. The partial or full exercise of any Option, the transfer of Shares upon conversion of any vested RSUs and the delivery of any Earned Performance Shares under this Agreement will result in the Employee's recognition of income for U.S. federal income tax purposes and shall be subject to tax and tax withholdings as appropriate. The Company may make such provisions and take such steps as it may deem necessary or appropriate for the withholding of all federal, state, local and other taxes required or permitted by law to be withheld with respect to the exercise of any Options. On the delivery of Shares upon conversion of any RSUs and upon payment of any Earned Performance Shares, the Company will reduce the number of Shares to be delivered to the Employee by the amount of the taxes due (with the Shares valued at the mean between its high and low prices on the New York Stock Exchange Composite list (or such other stock exchange as shall be the principal public trading market for the Shares) on the date that the Shares are valued for purposes of reporting compensation for Federal income tax purposes). The Company shall have the authority to make arrangements for payment of the Employee's share of any employment/payroll taxes (including Federal Insurance Contributions Act taxes), whether imposition of such taxes occurs upon exercise of Options, conversion of RSUs, transfer of Earned Performance Shares or at some other time. In particular, the Employee authorizes the Company to withhold such taxes from any payroll or other payment or compensation owed to the Employee, subject to the limitations imposed under Section 409A of the Code.

SECTION 16. Consent Requirement. If the Company shall at any time determine that any consent (as hereinafter defined) is necessary or desirable as a condition of, or in connection with, the granting of the Options, the issuance or purchase of Shares or other rights hereunder, or the taking of any other action hereunder (a "Plan Action"), then no such Plan Action shall be taken, in whole or in part, unless and until such consent shall have been effected or obtained to the full satisfaction of the Company. The term "consent" as used herein with respect to any action referred to in this Section 16 means (i) any and all listings, registrations or

qualifications in respect thereof upon any securities exchange or under any federal, state or local law, rule or regulation, (ii) any and all written agreements and representations by the Employee with respect to the disposition of Shares, or with respect to any other matter, which the Company shall deem necessary or desirable to comply with the terms of any such listing, registration or qualification or to obtain an exemption from the requirement that any such listing, qualification or registration be made, (iii) any and all consents, clearances and approvals in respect of a Plan Action by any governmental or other regulatory bodies, and (iv) any and all consents or authorizations required to comply with, or required to be obtained under, applicable local law or otherwise required by the Company. Nothing herein shall require the Company to list, register or qualify the Shares on any securities exchange.

SECTION 17. Invalidity and Enforcement. If any provision of this Agreement is deemed invalid or unenforceable, either in whole or in part, this Agreement shall be deemed amended to delete or to modify, as set forth in this Section, the offending provision or provisions and to alter the bounds of this Agreement in order to render it valid and enforceable. The Company and the Employee specifically request that any court having jurisdiction over any dispute relating to this Agreement modify, if possible, any offending provision so that such provision will be enforceable to the maximum extent permitted by law.

SECTION 18. No Entitlements. This Agreement is not an employment agreement, and nothing in this Agreement or the Plan shall alter an Employee's status as an "at-will" employee of the Company subject to the rights (if any) that the Employee may have under any employment agreement existing between the Company (or any subsidiary) and the Employee.

SECTION 19. Enforcement by Successors and Assigns. The Company and any of its successors or assignees may enforce the Company's rights under this Agreement.

SECTION 20. Entire Agreement. Other than with respect to any existing nonsolicitation, non-competition, nonuse, and non-disclosure obligations of the Employee, this Agreement constitutes the entire agreement between the Company and the Employee regarding the Options, the RSUs and the Performance Shares. No modification of this Agreement will have any force or effect unless such modification is in writing, signed by the Chief Executive Officer (or Vice President, Human Resources) of the Company and the Employee, and expressly indicates an intent to modify this Agreement.

SECTION 21. Interpretation. Any dispute, disagreement or matter of interpretation which shall arise under the Agreement shall be finally determined by the Compensation Committee in its absolute discretion.

SECTION 22. Governing Law. This Agreement and all rights hereunder shall be governed by, and construed and interpreted in accordance with, the laws of the state of New York applicable to contracts made and to be performed entirely within such state (without reference to its principles of conflicts of law). Each of the parties hereto hereby irrevocably and unconditionally submits, for itself and its property, to the exclusive jurisdiction of any New York state court or federal court of the United States of America sitting in New York City, and any

appellate court from any thereof, in any action or proceeding arising out of or relating to this Agreement, or for recognition or enforcement of any judgment, and each of the parties hereto hereby irrevocably and unconditionally agrees that all claims in respect of any such action or proceeding may be heard and determined in any such New York state court or, to the extent permitted by law, in such federal court. Each of the parties hereto agrees that a final judgment in any such action or proceeding shall be conclusive and may be enforced in other jurisdictions by suit on the judgment or in any other manner provided by law. Each of the parties hereto irrevocably and unconditionally waives, to the fullest extent it may legally and effectively do so, any objection that it may now or hereafter have to the laying of venue of any suit, action or proceeding arising out of or relating to this Agreement in state or federal court in New York City. Each of the parties hereto hereby irrevocably waives, to the fullest extent permitted by law, the defense of an inconvenient forum to the maintenance of such action or proceeding in any such court.

SECTION 23. Section 409A. It is the intention and understanding of the parties that neither the Options nor the Performance Shares provide for a deferral of compensation subject to Section 409A of the Code, and that the provisions of this Agreement relating to RSUs comply with the requirements of Section 409A of the Code. This Agreement shall be interpreted and administered to give effect to such intention and understanding and to avoid the imposition on the Employee of any tax, interest or penalty under Section 409A of the Code in respect of any Options, RSUs or Performance Shares. Notwithstanding any other provision of this Agreement, the Employee's consent shall not be required for any amendment to this Agreement which, in the reasonable, good faith judgment of the Company, is necessary or appropriate to avoid the imposition on the Employee of any tax, interest or penalty under Section 409A of the Code.

SECTION 24. Acknowledgements. By accepting this Equity Award Agreement, the Employee agrees that he/she has received and reviewed a copy of:

- (a) the Prospectus (**link to Prospectus**: http://questnet1.qdx.com/Business_Groups/Legal/policies/stock_option/stock_option.htm) relating to the Company's Employee Equity Participation Program and;
 - (b) the Quest Diagnostics Incorporated 2012 Annual Report on Form 10-K (**link to 2012 Annual Report**: <http://www.sec.gov/Archives/edgar/data/1022079/000102207913000014/dgx1231201210-k.htm>
 - (c) the Company's Policy for Purchasing and Selling Securities (the "Policy") (link to **Trading Policy**: http://questnet1.qdx.com/Business_Groups/Legal/policies/policies.htm.) The Employee further agrees to fully comply with the terms of the Policy; and
 - (d) the Eligibility Policy.
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Appendix A
Quest Diagnostics Incorporated
Performance Shares Award Terms
2013 – 2015 Performance Period

Baseline Year – 2012.

Final Year – The Company's Fiscal Year ended December 31, 2015.

Performance Period – January 1, 2013 through December 31, 2015.

Net Revenues – The Company's net revenues during the Baseline Year were \$7,332,727,000.

ROIC – NOPAT/Invested Capital.

NOPAT – (Income from continuing operations – net income attributable to non-controlling interests) + (gross interest expense x (1 – statutory tax rate)).

Invested Capital – Average total Quest Diagnostics stockholders equity + average total debt.

Average ROIC – Average of the Annual Average ROIC for each year in the Performance Period.

Average Annual ROIC – NOPAT for a given year within the Performance Period / Average of the quarter-end Invested Capital balances (including the prior year-end Invested Capital balance) for a given year within the Performance Period.

Performance Share Vesting Period – February 25, 2013 through February 25, 2016.

Appendix B

International Supplement

This International Supplement amends certain terms and conditions of, and is made a part of, the Quest Diagnostics Incorporated Equity Award Agreement dated as of February 25, 2013 (the “Agreement”) to which this International Supplement is attached as Appendix B. This International Supplement applies to awards made to individuals who are not United States citizens or residents, as such term is defined by the Internal Revenue Code, and who are employed outside the United States. Capitalized terms that are used without definition in this International Supplement have the meanings set forth in the Agreement.

1. Disability. The references in Sections 4(c), 7(c) and 8(c)(ii) to the Employee’s delivery to the Company of evidence that the Social Security Administration has determined that the Employee is disabled are replaced in each case by a reference to the Employee’s having a medical condition for which the Employee receives disability income benefits from a governmental program.

Sections 4(e) and 7(e) are amended to provide that if the Employee’s employment shall terminate as a result of a medical condition for which the Employee receives disability income benefits from a governmental program, all Options (in the case of Section 4(e)) and all RSUs (in the case of Section 7(e)) shall vest. All references in the Agreement to Sections 4(e) and 7(e), including without limitation the reference to Section 4(e) set forth in Section 8(c), shall be understood as referring to Sections 4(e) and 7(e) as so amended.

2. Separation from Service. SECTION 7(j) is amended to include as new third sentence: “A foreign corporation that otherwise would be treated as included in the controlled group of corporations except for being treated as an excluded member under Section 1563(b)(2)(C) of the Code shall be treated for this purpose as included in the controlled group of corporations.”

3. Taxes. The first two sentences of Section 15 are replaced in their entirety to read as follows: “Depending on applicable tax rules, the Employee may recognize income for income tax purposes upon the grant, vesting, exercise or settlement of the awards covered by this Agreement, and the Employee shall be subject to tax and tax withholdings as appropriate.” References in Section 15 to Federal income tax and Federal Insurance Contribution Act taxes shall be understood as references to the comparable taxes in the jurisdiction in which the Employee is employed.

CERTIFICATION OF CHIEF EXECUTIVE OFFICER PURSUANT TO
SECTION 302 OF THE SARBANES-OXLEY ACT OF 2002

I, Stephen H. Rusckowski, certify that:

1. I have reviewed this quarterly report on Form 10-Q of Quest Diagnostics Incorporated;
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 Rules 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.

April 24, 2013

By /s/ Stephen H. Rusckowski
Stephen H. Rusckowski
President and Chief Executive Officer

CERTIFICATION OF CHIEF FINANCIAL OFFICER PURSUANT TO
SECTION 302 OF THE SARBANES-OXLEY ACT OF 2002

I, Robert A. Hagemann, certify that:

1. I have reviewed this quarterly report on Form 10-Q of Quest Diagnostics Incorporated;
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 Rules 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.

April 24, 2013

By /s/ Robert A. Hagemann

Robert A. Hagemann
Senior Vice President and
Chief Financial Officer

CERTIFICATION OF CHIEF EXECUTIVE OFFICER PURSUANT TO 18 U.S.C. § 1350,
AS ADOPTED PURSUANT TO SECTION 906 OF THE SARBANES-OXLEY ACT OF 2002

Pursuant to 18 U.S.C. § 1350, the undersigned certifies that, to the best of my knowledge, the Quarterly Report on Form 10-Q for the period ended March 31, 2013 of Quest Diagnostics Incorporated, as being filed with the Securities and Exchange Commission concurrently herewith, fully complies with the requirements of Section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. § 78m or 78o(d)) and that the information contained in the Quarterly Report fairly presents, in all material respects, the financial condition and results of operations of Quest Diagnostics Incorporated.

Dated: April 24, 2013

/s/ Stephen H. Rusckowski

Stephen H. Rusckowski
President and Chief Executive Officer

CERTIFICATION OF CHIEF FINANCIAL OFFICER PURSUANT TO 18 U.S.C. § 1350,
AS ADOPTED PURSUANT TO SECTION 906 OF THE SARBANES-OXLEY ACT OF 2002

Pursuant to 18 U.S.C. § 1350, the undersigned certifies that, to the best of my knowledge, the Quarterly Report on Form 10-Q for the period ended March 31, 2013 of Quest Diagnostics Incorporated, as being filed with the Securities and Exchange Commission concurrently herewith, fully complies with the requirements of Section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. § 78m or 78o(d)) and that the information contained in the Quarterly Report fairly presents, in all material respects, the financial condition and results of operations of Quest Diagnostics Incorporated.

Dated: April 24, 2013

/s/ Robert A. Hagemann

Robert A. Hagemann
Senior Vice President and
Chief Financial Officer

