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SUPERIOR COURT - STATE OF CALIFORNIA

COUNTY OF SAN MATEO – UNLIMITED CIVIL JURISDICTION

ELISA GAGLIARDONE, a minor, by and through her Guardian ad Litem, NICOLE STREMLAU; NICOLE STREMLAU and IGINIO GAGLIARDONE, individually,

Plaintiffs,

v.

NATERA, INC. and DOES 1 through 100,

Defendants.

CASE NO. 19CIV00442

COMPLAINT FOR DAMAGES FOR:

1. Strict Products Liability – Defective Design
2. Strict Products Liability – Failure to Warn
3. Product Liability - Negligence
4. Breach of Express Warranty
5. Breach of Implied Warranty
6. Negligent and Intentional Misrepresentation;
7. Violation of Cal. Business & Professions Code § 17200, et seq
8. Violation of Cal. Business & Professions Code § 17500, et seq
9. Violation of Cal. Civil Code § 1750, et seq

DEMAND FOR JURY TRIAL

SIGNATURE BY FAX

Plaintiffs ELISA GAGLIARDONE, a minor, by and through her Guardian ad Litem, NICOLE STREMLAU; NICOLE STREMLAU and IGINIO GAGLIARDONE, individually, allege as follows:

GENERAL ALLEGATIONS

1. Plaintiff ELISA GAGLIARDONE is a minor, born on January 23, 2017. An application will be made to appoint a Guardian ad Litem for Elisa Gagliardone.

2. Plaintiffs NICOLE STREMLAU and IGINIO GAGLIARDONE are the biological parents of Elisa Gagliardone.

3. Defendant NATERA, INC. ("NATERA") is headquartered in San Carlos, California and is incorporated under the laws of Delaware.

4. Defendants DOES 1 through 100, inclusive, are sued herein under fictitious names. Their true names and capacities are unknown to plaintiffs. When their true names and capacities are ascertained, plaintiffs will amend this complaint by inserting their true names and capacities. Plaintiffs are informed and believes and thereon alleges that each of the fictitiously named defendants is responsible in some manner for the occurrences herein alleged, and that plaintiffs' damages were proximately caused by those defendants. Each reference in this complaint to "defendant," "defendants," or a specifically named defendant refers to all named defendants and those sued under fictitious names.

5. Plaintiffs are informed and believe, and thereon allege, that at all times material hereto and mentioned herein, each defendant sued herein was the agent, servant, employer, joint venturer, partner, subsidiary, alias, and/or alter ego of each of the remaining defendants and was, at all times, acting within the purpose and scope of such employment, agency, servitude, employment, ownership, subsidiary, alias and/or alter ego and with the authority, consent, approval, control, influence and ratification of each of the remaining defendants sued herein.

6. Defendant NATERA is a genetic testing company that develops and commercializes non-invasive methods for analyzing DNA. NATERA's primary product is Panorama, a non-invasive prenatal test ("NIPT"), launched in March 2013, which NATERA

claims is the "most accurate NIPT commercially available in the United States."

7. Plaintiffs Nicole Stremlau and Iginio Gagliardone relied on NATERA's Panorama because it promised to assist them with their family planning needs by safely and easily testing their fetus' DNA for Down Syndrome.

8. NATERA twice tested Ms. Stremlau's blood and produced results promising that the fetal DNA showed a near zero "less than 1 in 10,000" chance of having a fetus with Down Syndrome. However, Ms. Stremlau's daughter was born with a Down Syndrome.

9. NATERA was under pressure to sell Panorama because NATERA derived most of its revenues from this product. In its August 11, 2016 10-Q Quarterly Report, NATERA states "We derive most of our revenues from Panorama, and if our efforts to further increase the use and adoption of Panorama or to develop new products in the future do not succeed, our business will be harmed. For the three months ended June 30, 2016 and the year ended December 31, 2015, 62% and 73%, respectively, of our revenues were derived from sales of our NIPT, Panorama. Although we derive some revenues from our other products, we expect to continue to derive a significant portion of our revenues from the sales of Panorama, at least in the near term. Continued and additional market acceptance of Panorama and our ability, through our direct sales efforts and through laboratory partners and licensees, to attract new customers are key elements to our future success." NATERA states: "If the results of our clinical studies do not support the use of our tests, particularly in the average-risk pregnancy population or for microdeletions screening, or cannot be replicated in later studies required for regulatory approvals or clearances, our business, financial condition, results of operations and reputation could be adversely affected."

10. NATERA advertised on its website that it "has the lowest false negative rates: 0.6% in published clinical trials." NATERA failed to warn that false negatives are higher with (1) low fetal fractions and (2) in cases of redraw. NATERA failed to warn that conflicting data exist as to whether repeating the test overcomes initial test failure. NATERA represented that a positive Panorama test warranted an additional test to confirm a positive result. No such recommendation was made for a negative result. NATERA knew or should have known that it

was in the best position to warn the patients and doctors and that the limitations and shortcoming of NIPT may be underappreciated by Clinicians.

11. NICOLE STREMLAU became pregnant with Elisa in early May 2016.

12. On or about July 27, 2016, Nicole Stremlau underwent noninvasive prenatal testing (NIPT) using NATERA's Panorama to screen for chromosomal conditions and, specifically, to determine the risk of fetal aneuploidy. Nicole Stremlau's maternal blood sample was submitted to analysis at NATERA's laboratory facility in San Carlos, California. Conditions tested included Trisomy 21, Trisomy 18, Trisomy 13, Monosomy X and Triploidy. NATERA's analysis of the sample resulted in a "no call" test result on a fetal fraction of 4.1%.

13. Pursuant to NATERA's published guidelines on the use of its testing in clinical practice, Nicole Stremlau's physicians repeated the NIPT screening at the designated time interval, submitting a second maternal blood sample for analysis at NATERA'S San Carlos laboratory facility on August 10, 2016. Conditions tested included Trisomy 21, Trisomy 18, Trisomy 13, Monosomy X and Triploidy. The Panorama test conducted upon Nicole Stremlau falsely reported, in a test report dated August 21, 2016, that Ms. Stremlau had the lowest possible risk of bearing a child with Trisomy 21 or other chromosomal abnormalities, a risk that the test reported to be less than 1/10,000 (0.01%). The Test Report risk estimate was entirely incorrect since Ms. Stremlau's fetus was born with Trisomy 21 and thus had a 100% risk of her child being born with Down syndrome. Plaintiffs Nicole Stremlau and Iginio Gagliardone did not discover that their daughter had Down syndrome until after her birth on January 23, 2017.

14. Plaintiffs and their physicians relied upon defendants' Panorama prenatal test to test their fetus' DNA for Down syndrome, also known as Trisomy 21, and on the NATERA Test Report that reported the low risk of chromosomal abnormalities, and did not pursue further chromosomal testing.

15. More invasive, but diagnostic options of chorionic villus sampling ("CVS") and amniocentesis would have shown a risk of Down syndrome with a high level of accuracy (greater than 99%) because the fetus/child had Down syndrome.

16. On January 23, 2017, Nicole Stremlau gave birth to Elisa. Elisa was born with

debilitating congenital disorders, including Down syndrome of the usual non-disjunction type with a karyotype of 47,xx,+21, i.e., Trisomy 21.

17. As a direct and proximate result of defendants' negligent acts and omissions as described herein: (i) Nicole Stremlau's physicians did not order an amniocentesis and an amniocentesis was not administered; (ii) Nicole's fetus' genetic disorder Down syndrome was not diagnosed or ruled out during the term of her pregnancy; (iii) Nicole Stremlau and Iginio Gagliardone were not informed that Nicole's fetus had Down syndrome, much less that her fetus was at risk of Down syndrome, during the term of her pregnancy; and (iv) Elisa Gagliardone was born with severe genetic impairments and permanent disabilities including Down syndrome.

18. But for defendants' negligent acts and omissions as described above: (i) Nicole Stremlau's physicians would have requested an amniocentesis and the amniocentesis would have confirmed that her fetus had Down syndrome well within the time frame during which Nicole could have legally terminated her pregnancy; (ii) Nicole Stremlau would have terminated her pregnancy within the time frame during which she could legally do so; and (iii) Elisa Gagliardone would not have been born on January 23, 2017.

19. By reason of the foregoing, as a direct and proximate result of defendants' negligent acts and omissions, Elisa Gagliardone suffered the harm, on January 23, 2017, and for the rest of her life, of being born with severe, debilitating and permanent genetic disorders including but not limited to Down syndrome.

20. By reason of the foregoing, as a direct and proximate result of defendants' negligent acts and omissions, plaintiffs Nicole Stremlau and Iginio Gagliardone have incurred and will continue to incur medical and other expenses necessary to treat and care for Elisa's genetic disorders and their sequelae, including, without limitation: providing specialized teaching and training to Elisa, providing specialized medical and other equipment for her, and providing specialized cognitive and developmental therapies to her, all to plaintiffs' economic damage in amounts according to proof at trial.

21. By reason of the foregoing, as a direct and proximate result of defendants' negligent acts and omissions, plaintiff Elisa Gagliardone will continue to incur during her

majority medical and other expenses necessary to treat and care for Elisa's genetic disorders and their sequelae, including, without limitation: providing specialized teaching and training to Elisa, providing specialized medical and other equipment for her, and providing specialized cognitive and developmental therapies to her, all to her' economic damage in amounts according to proof at trial.

22. By reason of the foregoing, as a direct and proximate result of defendants' wrongful acts and omissions, plaintiffs Nicole Stremlau and Iginio Gagliardone have incurred and will continue to incur all other economic expenses associated with the costs of raising a child, all to plaintiffs' economic damage in an amount according to proof at trial.

23. As a further direct and proximate result of defendants' negligent acts and omissions as described above, plaintiffs Nicole Stremlau and Iginio Gagliardone suffered severe emotional harm resulting from Elisa's birth in her impaired condition

FIRST CAUSE OF ACTION
(Strict Products Liability – Defective Design)

24. Plaintiffs adopt and re-alleges each prior paragraph, where relevant, as if set forth fully herein.

25. Panorama NIPT was expected to and did reach the intended consumers, handlers, and persons coming into contact with the Product without substantial change in the condition in which defendants produced, manufactured, sold, distributed, labeled, and marketed it.

26. At all relevant times defendants manufactured, designed, and labeled Panorama in an unsafe, defective, and inherently dangerous condition, which was dangerous for use by the public, and in particular, by plaintiffs.

27. As defendants researched, tested, developed, designed, licensed, manufactured, packaged, labeled, distributed, sold and marketed Panorama, it was defective in design and formulation in that when it left the hands of the manufacturers and/or suppliers the foreseeable risks exceeded the alleged benefits associated with Panorama; the Product was unreasonably dangerous, and was also more dangerous than the ordinary consumer would expect due to

Product reliability limitations, true confidence intervals and true statistical significance of its Panorama sensitivities and the true risks of having a fetus with Down syndrome.

28. At all times mentioned, defendants knew or had reason to know that the Product was defective and inherently unsafe, especially when used in a form and manner instructed and provided by defendants.

29. Plaintiffs could not, by the reasonable exercise of care, have discovered Panorama's defects and perceived its danger.

30. At all times relevant herein, the Product was in substantially the same condition as when the Product was originally placed into the stream of commerce by defendants.

31. Defendants researched, tested, developed, designed, licensed, manufactured, packaged, labeled, distributed, sold and marketed a defective product that caused an unreasonable risk to plaintiffs, and defendants are therefore strictly liable for the injuries and damage sustained by plaintiffs as alleged herein.

32. Defendants' conduct was and is willful, malicious, oppressive, and outrageous. Defendants demonstrated such an entire want of care as to establish that their acts and omissions were the result of actual conscious indifference to plaintiffs' rights, safety, and welfare, such that plaintiffs, for the sake of example and by way of punishing defendants, seek punitive damages according to proof at trial.

33. Plaintiffs are informed and believe that in doing the acts alleged in this Complaint, defendants acted with oppression, fraud, and malice and plaintiffs are therefore entitled to punitive damages to deter defendants and others from engaging in similar conduct in the future. The wrongful conduct described herein was undertaken with the advance knowledge, authorization, and ratification of defendants' officers, directors, or managing agents.

SECOND CAUSE OF ACTION
(Products Liability – Failure to Warn)

34. Plaintiff adopts and re-alleges each prior paragraph, where relevant, as if set forth fully herein.

35. Defendants researched, tested, developed, designed, licensed, manufactured, packaged, labeled, distributed, sold, marketed and/or introduced Panorama NIPT into the stream of commerce, and directly advertised or marketed Panorama to consumers or persons responsible for consumers. Defendants therefore had a duty to both plaintiffs and plaintiffs' physicians to warn of risks and limitations associated with the use of the product.

36. Defendants had a duty to warn of adverse incidents, which it knew or had reason to know, can be caused by the use of Panorama NIPT and/or are associated with the use of Panorama.

37. Panorama was defective due to the failure of the defendants to adequately warn of the test risks, limitations and alternatives, and failed to provide adequate warnings to consumers of the Product, including plaintiffs and plaintiffs' physicians, and continued to aggressively promote Panorama.

38. Due to the inadequate warning regarding the risks, limitations and alternative of Panorama, the Product was in a defective condition and unreasonably dangerous at the time that it left defendants' control.

39. Defendants' failed to warn plaintiffs and plaintiffs' prescribing physicians of the defective nature of the Product, and of the risk, limitations and alternative to the Panorama test.

40. Upon information and belief, had plaintiffs' physicians been adequately warned of the test risks, limitations and alternatives, plaintiffs' prescribing physicians would have discussed that risk with plaintiffs and/or would not have recommended or used the Panorama test.

41. As a foreseeable and proximate result of defendants' wrongful acts and omissions plaintiffs sustained harm as herein set forth.

42. Defendants' failure to warn of the test risks, limitations and alternatives was a substantial factor and legal and proximate cause of plaintiffs' injuries and damages.

43. Defendants' conduct was and is willful, malicious, oppressive, and outrageous. Defendants demonstrated such an entire want of care as to establish that their acts and omissions were the result of actual conscious indifference to plaintiffs' rights, safety, and welfare, such that

plaintiffs, for the sake of example and by way of punishing defendants, seek punitive damages according to proof at trial.

44. Plaintiffs are informed and believe that in doing the acts alleged in this Complaint, defendants acted with oppression, fraud, and malice and plaintiffs are therefore entitled to punitive damages to deter defendants and others from engaging in similar conduct in the future. The wrongful conduct described herein was undertaken with the advance knowledge, authorization, and ratification of defendants' officers, directors, or managing agents.

THIRD CAUSE OF ACTION
(Negligence)

45. Plaintiffs adopt and re-alleges each prior paragraph, where relevant, as if set forth fully herein.

46. Defendants had a duty to plaintiffs to exercise reasonable care in designing, researching, testing, manufacturing, marketing, supplying, promoting, packaging, sale and/or distribution of Panorama NIPT into the scream of commerce.

47. Defendants failed to exercise ordinary care and/or were reckless in designing, researching, manufacturing, licensing, marketing, supplying, promoting, packaging, selling, testing, quality assurance, quality control, and/or distribution of Panorama into the stream of commerce in that defendants knew or should have known that the test was unreliable and had an unreasonable risk of false negative results.

48. Despite the fact that defendants knew or should have known that the Panorama test would result in false negatives to families relying upon the test to recognize and screen out fetuses with Down syndrome, they continued to market, license, manufacture, distribute, and/or sell the Product to consumers, including plaintiffs, without adequate warnings or information about these adverse events.

49. Defendants knew or should have known that consumers such as plaintiffs would foreseeably suffer injury as a result of their failure to exercise ordinary care, as set forth above.

50. Defendants' conduct was and is willful, malicious, oppressive, and outrageous. Defendants demonstrated such an entire want of care as to establish that their acts and omissions were the result of actual conscious indifference to plaintiffs' rights, safety, and welfare, such that plaintiffs, for the sake of example and by way of punishing defendants, seek punitive damages according to proof at trial.

51. Plaintiffs are informed and believe that in doing the acts alleged in this Complaint, defendants acted with oppression, fraud, and malice and plaintiffs are therefore entitled to punitive damages to deter defendants and others from engaging in similar conduct in the future. The wrongful conduct described herein was undertaken with the advance knowledge, authorization, and ratification of defendants' officers, directors, or managing agents.

FOURTH CAUSE OF ACTION
(Breach of Express Warranty)

52. Plaintiffs adopt and re-alleges each prior paragraph, where relevant, as if set forth fully herein.

53. Defendants expressly warranted that Panorama was safe for its intended use. Panorama did not conform to these express representations, including, but not limited to, test risks, limitations and alternatives.

54. Defendants made express warranties that were a part of the basis for plaintiffs' use of Panorama and plaintiffs relied on these warranties in deciding to use the Product.

55. At the time defendants made these express warranties, they had knowledge of the purpose for which Panorama was to be used, and warranted it to be in all respects safe when used as directed, and effective and proper for such purpose.

56. Defendants breached the express warranty in that Panorama does not conform to defendants' express representations because Panorama is not accurate when used as directed and may falsely report false negative results for Down syndrome.

57. Defendants' breach of warranty was a substantial contributing factor and legal and proximate cause of the injuries and damages plaintiffs sustained. As a foreseeable and proximate result of defendants' conduct plaintiffs sustained harm as herein set forth.

FIFTH CAUSE OF ACTION
(Breach of Implied Warranty)

58. Plaintiffs adopt and re-alleges each prior paragraph, where relevant, as if set forth fully herein.

59. At all relevant times, defendants manufactured, distributed, recommended, merchandized, advertised, promoted and sold Panorama NIPT.

60. Defendants impliedly represented and warranted to the users of Panorama that it was of merchantable quality and safe and fit for the particular purpose for which it was to be used, specifically to test their fetus' DNA for chromosomal abnormalities, including Down syndrome, also known as Trisomy 21.

61. Defendants' representations and warranties were false, misleading, and inaccurate because Panorama is unsafe, unreliable, that it can and does lead to false negatives in testing for Down syndrome, and is of limited utility in patients like plaintiffs.

62. Plaintiffs relied on defendants' implied warranty of merchantability and of fitness for a particular use and purpose.

63. Plaintiffs reasonably relied upon defendants' skill and representations that Panorama was of merchantable quality and was safe and fit for its intended use when used as directed, which plaintiffs did.

64. Defendants placed Panorama into the stream of commerce in a defective, unsafe, and inherently dangerous condition. Panorama was expected to and did reach users, handlers, and persons coming into contact with the Product without substantial change in the condition in which it was sold.

65. Defendants breached the implied warranty as Panorama was not of merchantable quality, as warranted by defendants, in that it is unreliable, unsafe, and of limited utility for screening for Down syndrome in patients like plaintiffs and thus was not fit for its intended purposes and uses.

66. Defendants' breach of warranty was a substantial contributing factor and legal and proximate cause of the injuries and damages plaintiffs sustained. As a foreseeable and proximate result of defendants' conduct plaintiffs sustained harm as herein set forth.

SIXTH CAUSE OF ACTION
(Negligent and Intentional Misrepresentation)

67. Plaintiffs adopt and re-allege each prior paragraph, where relevant, as if set forth fully herein.

68. From the time that Panorama was first tested, studied, researched, manufactured, marketed and distributed, and up to the present, defendants made false representations to plaintiffs, plaintiffs' health care providers, and the general public including, but not limited to misrepresentation that Panorama was safe, fit, and effective for human use when used as directed, and in concealing that the test is not accurate when used as directed, may falsely report false negative results for Down syndrome, and that the risk of a fetus with chromosomal abnormalities in circumstances where there was a "no call" result followed by a "low risk" result were substantially greater than represented.

69. At all material times, defendants conducted a sales and marketing campaign to promote the sale of Panorama prenatal tests and willfully deceived plaintiffs, plaintiffs' health care providers, and the general public as to the health risks and consequences of using the Product.

70. Defendants made the misrepresentations knowing them to be false or without any reasonable ground for believing them to be true. These misrepresentations were made directly by defendants and their authorized agents and sales representatives and in publications and other written materials directed to physicians, patients, and the general public, with the intention of inducing reliance and the prescription, purchase, and use of Panorama.

71. Defendants' representations were false because Panorama is not, and at all relevant times alleged herein, was not safe, fit and effective for human use, and that using it is hazardous to health and that Panorama has a significant propensity to cause serious injuries to users including, but not limited to, the injuries suffered by plaintiffs as described above.

Defendants' misrepresentations were made with the intention of inducing reliance and inducing the prescription, purchase, and use of the product.

72. In reliance on defendants' misrepresentations plaintiffs were induced to purchase and use the Product. If plaintiffs had known of the true facts defendants concealed, plaintiffs would not have used the Product. Plaintiffs' reliance upon defendants' misrepresentations was justified because defendants' misrepresentations were made through individuals and entities that were in a position to know the true facts.

73. As a result of defendants' negligent and intentional misrepresentations, plaintiffs suffered injuries and damages as described above. Defendants' conduct demonstrated such an entire want of care as to establish that their acts and omissions were the result of actual conscious indifference to the plaintiff's rights, safety and welfare such that, plaintiffs, for the sake of example and by way of punishing defendants, seek punitive damages according to proof.

SEVENTH CAUSE OF ACTION
(Violation of Cal. Business & Professions Code § 17200, et seq.)

74. Plaintiffs adopt and re-allege each prior paragraph, where relevant, as if set forth fully herein.

75. Plaintiffs bring this cause of action pursuant to Business & Professions Code § 17204, in their individual capacities and not on behalf of the general public.

76. California Business & Professions Code § 17200 provides that unfair competition shall mean and include "all unlawful, unfair or fraudulent business practices and unfair, deceptive, untrue or misleading advertising."

77. The acts and practices described above, were and are likely to mislead the general public and therefore constitute unfair business practices within the meaning of Business and Professions Code § 17200, et seq.. The acts of untrue and misleading advertising set forth in preceding paragraphs are incorporated by reference and are, by definition, violations of Business & Professions Code § 17200. This conduct includes, but is not limited to:

(a) Representing to plaintiffs, plaintiffs' physicians, and the general public that Panorama is safe, fit, effective and adequate for human use in detecting

chromosomal abnormalities, knowing that those representations were false, and concealing from plaintiffs, plaintiffs' physicians, and the general public that the Panorama NIPT and the technology it relies upon have a serious propensity to produce false negatives.

(b) Engaging in advertising programs designed to create the image, impression, and belief by consumers and physicians that the use of Panorama was safe, reliable and effective for detecting fetal chromosomal abnormalities, and having no reasonable grounds to believe these representations to be true;

(c) Purposely downplaying and understating the limitation or and alternative to the Panorama NIPT.

78. As a result of defendants' conduct, it has been and will be unjustly enriched by the receipt of millions of dollars in ill-gotten gains from the sale and prescription of Panorama tests, sold in large part as a result of the acts and omissions described herein.

79. Because of defendants' misrepresentations and the inherently unfair practice of committing misrepresentations against the public by intentionally misrepresenting and concealing material information, defendants' acts, described herein, constitute unfair or fraudulent business practices.

80. Plaintiffs, pursuant to California Business & Professional Code § 17203, seek an order of this Court compelling defendants to provide restitution and to disgorge the money it collected and the profits it realized as a result of its unfair business practices, and injunctive relief calling for defendants to cease such unfair business practices in the future.

EIGHTH CAUSE OF ACTION

(Violation of Cal. Business & Professions Code § 17500, et seq.)

81. Plaintiffs adopt and re-allege each prior paragraph, where relevant, as if set forth fully herein.

82. Plaintiffs bring this cause of action pursuant to Business & Professions Code § 17535, in their individual capacities and not on behalf of the general public.

83. California Business and Professions Code § 17500 provides that it is unlawful for any person, firm, corporation, or association to dispose of property or perform services, or to induce the public to enter into any obligation relating thereto, through the use of untrue or misleading statements.

84. At all materials times, defendants disseminated untrue and misleading statements as defined by Business & Professions Code § 17500 by engaging in the following acts and practices with intent to induce members of the public to purchase and use Panorama NIPT by:

(a) Representing to plaintiffs, plaintiffs' physicians, and the general public that Panorama is safe, fit, effective and adequate for human use in detecting chromosomal abnormalities, knowing that those representations were false, and concealing from plaintiffs, plaintiffs' physicians, and the general public that the Panorama NIPT and the technology it relies upon have a serious propensity to produce false and unreliable results;

(b) Engaging in advertising programs designed to create the image, impression, and belief by consumers and physicians that the use of Panorama was safe, reliable and effective for detecting fetal chromosomal abnormalities, and having no reasonable grounds to believe these representations to be true;

(c) Purposely downplaying and understating the health hazards and risks associated with the Panorama NIPT.

85. The foregoing practices constitute false and misleading advertising within the meaning of California Business & Professions Code § 17500.

86. Defendants' untrue and misleading statements, described above, present a continuing threat to members of the public in that the acts alleged herein are continuous and ongoing, and the public will continue to suffer the harm alleged herein.

87. As a result of defendants' false and misleading statements, it has been and will be unjustly enriched by the receipt of millions of dollars in ill-gotten gains from the sale and prescription of Panorama tests, sold in large part as a result of the false or misleading statements described herein.

88. Plaintiffs, pursuant to California Business & Professional Code § 17535, seek an order of this Court compelling defendants to provide restitution and to disgorge the money it collected and the profits it realized as a result of its unfair business practices, and injunctive relief calling for defendants to cease such unfair business practices in the future.

NINTH CAUSE OF ACTION
(Violation of Cal. Civil Code § 1750, et seq.)

89. Plaintiffs adopt and re-allege each prior paragraph, where relevant, as if set forth fully herein.

90. Plaintiffs are informed and believe that defendants violated the Consumers Legal Remedies Act, California Civil Code §§ 1750 et seq. ("CLRA").

91. Plaintiffs hereby seek injunctive relief against defendants for their violations of California Civil Code §§ 1750 et seq. The CLRA applies to defendants' actions and conduct described herein because it extends to transactions which are intended to result, or which have resulted in, consumer sales.

92. This cause of action is brought pursuant to the CLRA. This cause of action does not currently seek monetary damages and is limited solely to injunctive relief. Plaintiffs intend to ament their Complaint to seek damages in accordance with the CLRA after providing defendants with notice pursuant to Cal. Civ. Code § 1782.

93. Plaintiffs are "consumers" within the meaning of California Civil Code § 1761(d).

94. Defendants have violated, and continue to violate, the CLRA in representing that goods have characteristics and benefits which they do not have, in violation of California Civil Code § 1770(a)(5).

95. At all relevant times, defendants have committed acts of disseminating untrue and misleading statements as defined by California Civil Code § 1770, by engaging in the following acts and practices with intent to induce members of the public to purchase and use Panorama PNIT by:

(a) Representing to plaintiffs, plaintiffs' physicians, and the general public that Panorama is safe, fit, effective and adequate for human use in detecting

chromosomal abnormalities, knowing that those representations were false, and concealing from plaintiffs, plaintiffs' physicians, and the general public that the Panorama NIPT and the technology it relies upon have a serious propensity to produce false and unreliable results;

(b) Engaging in advertising programs designed to create the image, impression, and belief by consumers and physicians that the use of Panorama was safe, reliable and effective for detecting fetal chromosomal abnormalities;

(c) Purposely downplaying and understating the health hazards and risks associated with the Panorama NIPT.

96. The foregoing practices constitute false and misleading advertising and representations within the meaning of California Civil Code § 1770. Defendants' untrue and misleading statements present a continuing threat to members of the public and individual consumers in that the acts alleged herein are continuous and ongoing, and the public and individual consumers will continue to suffer harm as alleged herein.

97. Unless defendants are enjoined from continuing to engage in these violations of the CLRA, plaintiffs and others will continue to be harmed by the wrongful actions and conduct of defendants. Pursuant to California Civil Code § 1780, plaintiffs seek an order of the Court for injunctive relief calling for defendants to cease such deceptive business practices in the future and to provide meaningful written informed consents to all physicians and patients seeking information about Panorama.

98. Plaintiffs maintain and reserve the right to plead additional facts, theories or liability, causes of action, and/or to present evidence pertaining to defendants' acts and omissions as may be subsequently identified through discovery and investigation in this matter. Plaintiffs reserve the right to present such evidence at the time of trial based upon such subsequently discovered acts, omissions or damages that are theretofore unknown or unidentified prior to the date of service of the Complaint and maintain and reserve the right to thereafter move the Court to conform pleadings to proof in this matter.

PRAYER FOR RELIEF

WHEREFORE, plaintiffs pray judgment against defendants, and each of them, as follows:

1. General damages according to proof;
2. Special damages according to proof;
3. Exemplary and/or punitive damages;
4. Consequential damages in an amount to be determined at trial;
5. Prejudgment and post judgment interest according to law;
6. Costs of this action;
7. An award of reasonable attorneys' fees, including pursuant to C.C.P. § 1021.5;
8. All appropriate equitable, declaratory and injunctive relief necessary and/or calculated to ensure informed consent with the Panorama prenatal test and avoid additional needless new false negative test results; and
9. Any other and further relief that the Court considers proper.

DATED: January 22, 2019

ALEXANDER LAW GROUP, LLP

By: _____
NINA G. SHAPIRSHTEYN
Attorneys for Plaintiff

PLAINTIFF'S DEMAND FOR JURY TRIAL

Plaintiff hereby demands a trial by jury in the above-entitled action.

DATED: January 22, 2019

ALEXANDER LAW GROUP, LLP

By: _____
NINA G. SHAPIRSHTEYN