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12  
13 UNITED STATES DISTRICT COURT  
14 DISTRICT OF ARIZONA

15 B.P. and D.L., on behalf of themselves and  
16 all others similarly situated,

17 Plaintiffs,

18 v.

19 Theranos, Inc.; Walgreens Boots Alliance,  
20 Inc.; and Does 1 through 10, inclusive,

21 Defendants.

Case No.

**CLASS ACTION COMPLAINT**

**DEMAND FOR JURY TRIAL**

1  
2 **I. INTRODUCTION**

3 1. This consumer fraud class action is based on Defendants’ false and misleading  
4 marketing of Theranos as a disruptive technology in the laboratory services business. What  
5 allegedly made Theranos a breakthrough was its proprietary Edison blood testing devices. In  
6 contrast to the large needle and numerous tubes required in a typical venipuncture blood draw,  
7 Theranos’s Edison devices were handheld machines, supposedly able to take a few drops of  
8 blood from a patient’s finger placed into a nanotainer capsule, and conduct hundreds of blood  
9 tests, all outside a lab.

10 2. Theranos sold its new “tiny blood test” at Wellness Centers at Defendant  
11 Walgreens Boots Alliance, Inc.-owned Walgreens pharmacies in Arizona and California, at a  
12 Capital BlueCross Capital Blue retail store in Pennsylvania, and at Theranos-owned Wellness  
13 Centers in Arizona and California. Theranos and Walgreens assured customers that these tests  
14 were highly accurate, industry leading in quality, and developed and validated under, and  
15 compliant with, federal guidelines. Thousands of people, including Plaintiffs, believed  
16 Defendants’ representations, and paid for Theranos’s tests.

17 3. However, the Edison machines did not work, and Theranos’s tests were not  
18 accurate. This became evident on May 19, 2016, when Theranos conceded that it had informed  
19 regulators that it had voided “all” blood-testing results from its proprietary Edison machines, as  
20 well as many tests run on traditional machines from 2014 and 2015.<sup>1</sup> As a result, tens of  
21 thousands of patients, if not more, may have been given incorrect blood-test results, been subject  
22 to unnecessary or potentially harmful treatments, and/or been denied the opportunity to seek  
23 treatment for a treatable condition.

24 4. Plaintiffs, for themselves and all others similarly situated, (*i.e.*, the members of  
25 the Classes described and defined within this Complaint), bring this action for damages,  
26 including reimbursement of the purchase price of the tests as well as an order enjoining Theranos  
27 from engaging in further deceptive advertisements, pursuant to the Arizona Consumer Fraud

28 <sup>1</sup> In the Scottsdale Facility, regulators found that Theranos used mis-programmed machines to evaluate blood coagulation tests, failed to properly gauge water purity in machines it used, and failed to meet laboratory quality standards.

1  
2 Statute, A.R.S. §§ 44-1521 *et seq.*, California Business and Professional Code §§17200, *et seq.*;  
3 California Business & Professional Code §§ 17500, *et seq.*; California Civil Code §§1750, *et*  
4 *seq.*; California Civil Code §§1710; and common law causes of action for fraud, negligent  
5 misrepresentation, unjust enrichment, and aiding and abetting by Defendant Walgreens, and  
6 allege as follows:

7 **II. JURISDICTION AND VENUE**

8 5. This Court has subject matter jurisdiction over this action pursuant to 28 U.S.C. §  
9 1332(d)(2) because Plaintiffs and Defendant are citizens of different states and because, upon  
10 information and belief, the aggregate amount in controversy exceeds \$5,000,000 exclusive of  
11 costs and interest, there are more than 100 members in the proposed Class, and at least one  
12 member of the Class of Plaintiffs is a citizen of a state different from a Defendant.

13 6. This Court has personal jurisdiction over the Defendants because Defendants have  
14 conducted and continue to conduct business in the State of Arizona, and because Defendants  
15 have committed acts and omissions complained of herein in the State of Arizona.

16 7. Venue as to Defendants is proper in this judicial district because a substantial part  
17 of the events and omissions giving rise to the claims alleged herein occurred in this District.  
18 Venue is also proper because Defendants have conducted, and continue to conduct, business  
19 within this District.

20 **III. PARTIES**

21 8. Plaintiff B.P. is a resident and citizen of Phoenix, Arizona and is using his initials  
22 to protect his privacy in this litigation.

23 9. Plaintiff D.L. is a resident and citizen of Maricopa, Arizona and is using her  
24 initials to protect her privacy in this litigation.

25 10. Defendant Theranos, Inc. (“Theranos” or the “Company”) is a blood testing  
26 company based in Palo Alto, California. The Company operates two laboratories, one in  
27 Newark, California, and another in Scottsdale, Arizona. Through Wellness Centers located  
28 predominantly in Walgreens pharmacies in Arizona and California, Theranos sells blood tests to

1  
2 individuals. Since it began offering testing services in 2013, the company has conducted 6.1  
3 million diagnostic tests.

4 11. Defendant Walgreens Boots Alliance, Inc. (“Walgreens”), of Deerfield, Illinois, is  
5 a global pharmacy-led health and well-being enterprise, which, among other segments operates  
6 the Walgreens retail pharmacy chain in the United States.

7 12. The true names and capacities of Defendants sued herein as DOES 1 through 10,  
8 inclusive, are currently unknown to Plaintiffs, who therefore sue such Defendants by such  
9 fictitious names. Each of the Defendants designated herein as a DOE is legally responsible in  
10 some manner for the unlawful acts referred to herein. Plaintiffs may seek leave of Court to  
11 amend this Complaint to reflect the true names and capacities of the Defendants designated  
12 herein as DOES when such identities become known.

13 13. Based upon information and belief, Plaintiffs allege that at all times mentioned  
14 herein, each and every Defendant was acting as an agent and/or employee of each of the other  
15 Defendants, and at all times mentioned was acting within the course and scope of said agency  
16 and/or employment with the full knowledge, permission, and consent of each of the other  
17 Defendants. In addition, each of the acts and/or omissions of each Defendant alleged herein  
18 were made known to, and ratified by, each of the other Defendants.

#### 19 **IV. FACTUAL BACKGROUND**

##### 20 **A. Theranos Background and Theranos Technology**

21 14. Theranos was founded in 2003 by Elizabeth Holmes who has maintained that she  
22 developed the idea for the company as a result of her self-professed phobia of needles.  
23 According to published reports, the Company initially focused on development of a hand held  
24 device that would use a tiny needle to obtain a small drop of blood for analysis. By 2008, the  
25 project had grown into what is now known as the Edison device.

26 15. In contrast to the large needle and numerous tubes required in a typical  
27 venipuncture blood draw, Theranos’s Edison device was designed to eliminate the need for  
28 laboratories altogether. The concept was that a nanotainer containing a few drops of blood from  
a finger stick would be placed into a cartridge which would, in turn, be placed into a proprietary

1  
2 Edison device (which Theranos executives have never allowed to be photographed) where a  
3 button pushed by a staff person generates results that are automatically transmitted to Theranos's  
4 databases. This concept would have enabled Theranos to conduct all testing outside of the  
5 laboratory in the Wellness Centers and thus – according to Theranos – revolutionize testing by  
6 significantly reducing the time and costs involved.

7 16. People believed that Theranos's Edison Technology was a true disruptive  
8 technology breakthrough. The Company's founding CEO, Elizabeth Holmes, was hailed as the  
9 next Steve Jobs and by 2014, Theranos was valued at \$9 billion – approximately the same as  
10 each of its two largest and long established competitors in the blood testing industry.

11 17. By 2011, Theranos was in talks with both Safeway and Walgreens to offer  
12 Theranos Edison technology testing in their stores. In 2013, Theranos entered into a partnership  
13 agreement with Walgreens, under which Walgreens invested \$50 million in Theranos, and  
14 Theranos agreed to operate blood drawing centers, which it called "Wellness Centers" at  
15 Walgreens Pharmacies in Arizona and California. Following launch of the partnership in 2013,  
16 Theranos and Walgreens planned to build Theranos Wellness Centers in more than 8,200  
17 Walgreens stores nationwide.

18 **B. Walgreens Failed to Verify the Accuracy or Reliability of Theranos Technology**

19 18. Before entering the partnership with Theranos, Walgreens Chief Medical Officer  
20 neither reviewed Theranos's technology nor independently validated or verified the results of the  
21 tests.<sup>2</sup> Nevertheless, Walgreens said it was confident in the data before introducing the services.<sup>3</sup>

22 19. In fact, although a Johns Hopkins University scientist had requested that Ms.  
23 Holmes provide his researchers with an Edison device so that he could verify the technology for  
24 Walgreens, and Ms. Holmes initially agreed to provide one, the device was never provided.  
25 Instead, Walgreens got a prototype which the Hopkins team tried to evaluate, but the prototype  
26 came equipped to perform tests that produced results which did not compare to other labs' tests.

27  
28 <sup>2</sup> <http://www.economist.com/news/business/21697273-pressure-mounting-startup-has-tried-shake-up-lab-test-market-blood-sports> (last visited August 15, 2016).

<sup>3</sup> *Id.*

1  
2 As a result there was no way to compare results from the prototype Edison device to the results  
3 of other commercially available tests.

4 20. In the summer of 2011, just after Theranos and Walgreens signed their initial  
5 letter of agreement, Walgreens sent a delegation, including its finance chief, internal auditor, and  
6 lab experts from a consulting firm called Collaborate, LLC to a meeting at Theranos  
7 headquarters in Palo Alto, the purpose of which was to gain a firsthand view of the Theranos  
8 business and capabilities.

9 21. At that meeting, however, the consulting lab experts were not allowed access to  
10 Theranos's lab area or Edison technology. Despite the lack of access, the consultants did find  
11 problems with Theranos's information management systems meant to keep track of patients.

12 22. According to published reports, throughout the process, Walgreens executives did  
13 not press for further verification because they were afraid Theranos would respond to questions  
14 by choosing another retail chain to work with as a partner.

15 23. Thereafter, later in 2011, Walgreens' outside lab consultants issued a report  
16 concluding that Walgreens needed more information to assess the proposed partnership with  
17 Theranos.

18 24. Walgreens continued to work on the partnership agreement despite the lack of  
19 access to the technology. According to published reports, Walgreens executives were comforted  
20 by reports that Safeway, Inc. had also agreed to host Theranos blood testing sites at some of its  
21 stores. According to reports, Safeway dissolved its partnership with Theranos before it began  
22 hosting Theranos blood testing sites in Safeway stores due, in part, to the apparent unreliability  
23 of test results from Theranos tests conducted on Safeway employees at Safeway's headquarters  
24 in Pleasanton, California.<sup>4</sup>

25 25. In response to requests for concessions from Theranos, the final agreement  
26 reached between Walgreens and Theranos, gave more control over the Wellness Centers to  
27

28  

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<sup>4</sup> <http://www.wsj.com/articles/safeway-theranos-split-after-350-million-deal-fizzles-1447205796>  
(last visited August 15, 2016).

1  
2 Theranos: Theranos is allowed to run its Wellness Centers as an independent operation and  
3 Walgreens does not have the right to review Theranos' clinical data or financial records.

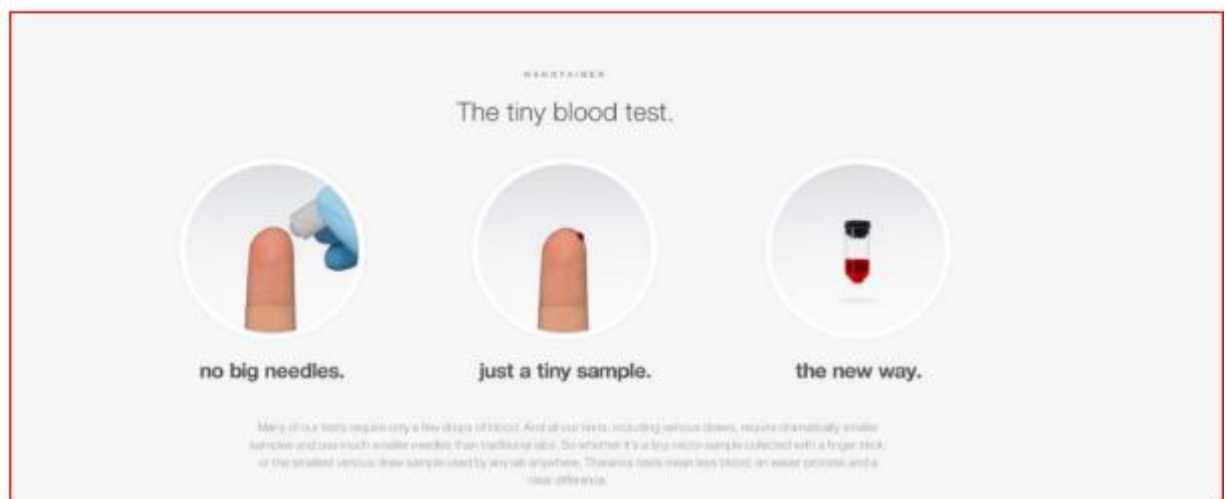
4 26. Theranos relied on the joint venture agreement with Walgreens, under which  
5 Theranos has opened 40 Wellness Centers within Walgreens pharmacy stores in Arizona, and  
6 one in a pharmacy in California, to sell most of its tests.

7 **C. Defendants Marketed the Technology as Accurate, Timely, and Simple, Requiring**  
8 **Just “a Few Drops” of Blood.**

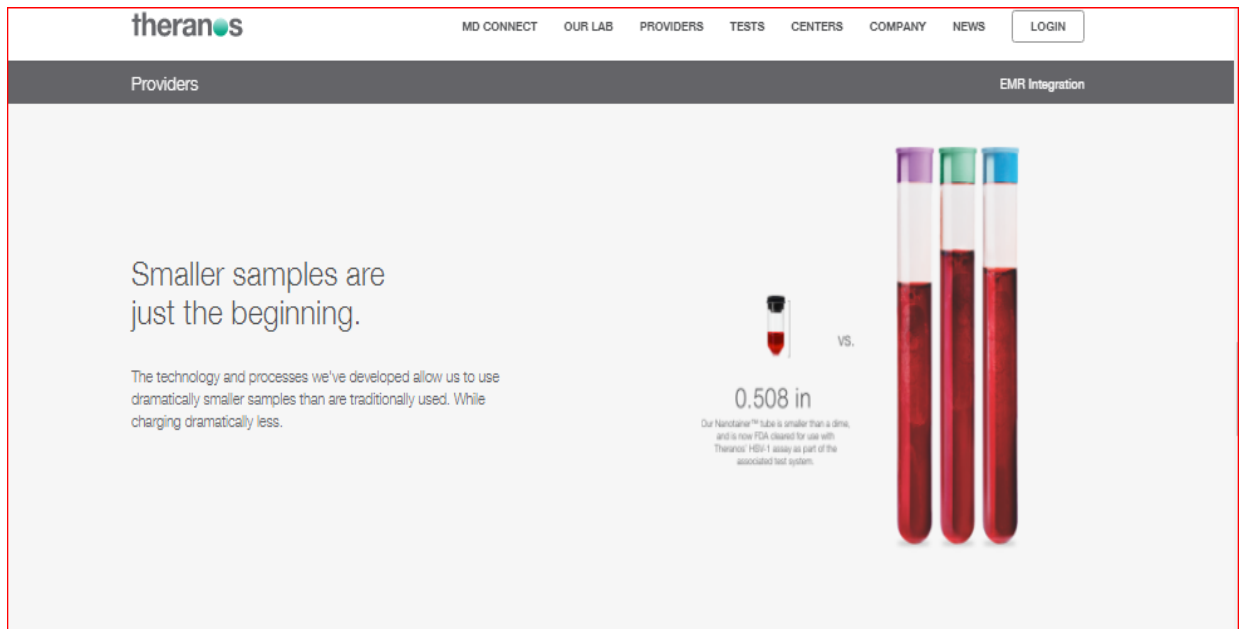
9 27. Despite the lack of hard data about the technology, when the Walgreens  
10 partnership was announced, Defendants' press release stated that the deal would offer consumers  
11 access to “less invasive and more affordable clinician-directed lab-testing, from blood samples as  
12 small as a few drops, or 1/1000 the size of a typical blood draw.”

13 28. Sales materials to Walgreens customers highlighted the proprietary technology  
14 and described its offerings as a “tiny blood test,” and a “new way” of testing. The materials  
15 repeatedly referenced smaller sample size and depicted the nanotainer. Additionally, the  
16 materials assured that Theranos was “industry leading in quality and its tests were highly  
17 accurate and developed and validated under and to Federal guidelines.” Thousands of people,  
18 including Plaintiffs, believed Defendants' representations, and paid for blood testing at  
19 Walgreens Wellness Centers.

20 29. Theranos described its technology as follows:



1  
2 30. Walgreens and Theranos jointly marketed Theranos's services to Walgreens'  
3 customers. Theranos focused its advertising message on the idea that its lab services were based  
4 on proprietary technology, and a different model, which required far smaller samples and far less  
5 blood than typical blood testing:



17 31. According to reports, prior to October 2015, promotional materials promised that  
18 “usually only three tiny micro vials” of blood would be collected “instead of the six or more  
19 large ones,” because “many” of Theranos's tests required no more than “a few drops of blood.”  
20 Theranos reportedly deleted the highlighted portions of the materials below in mid-2015 to  
21 improve its “marketing accuracy,” when news of the problems with Theranos testing became  
22 public.<sup>5</sup>

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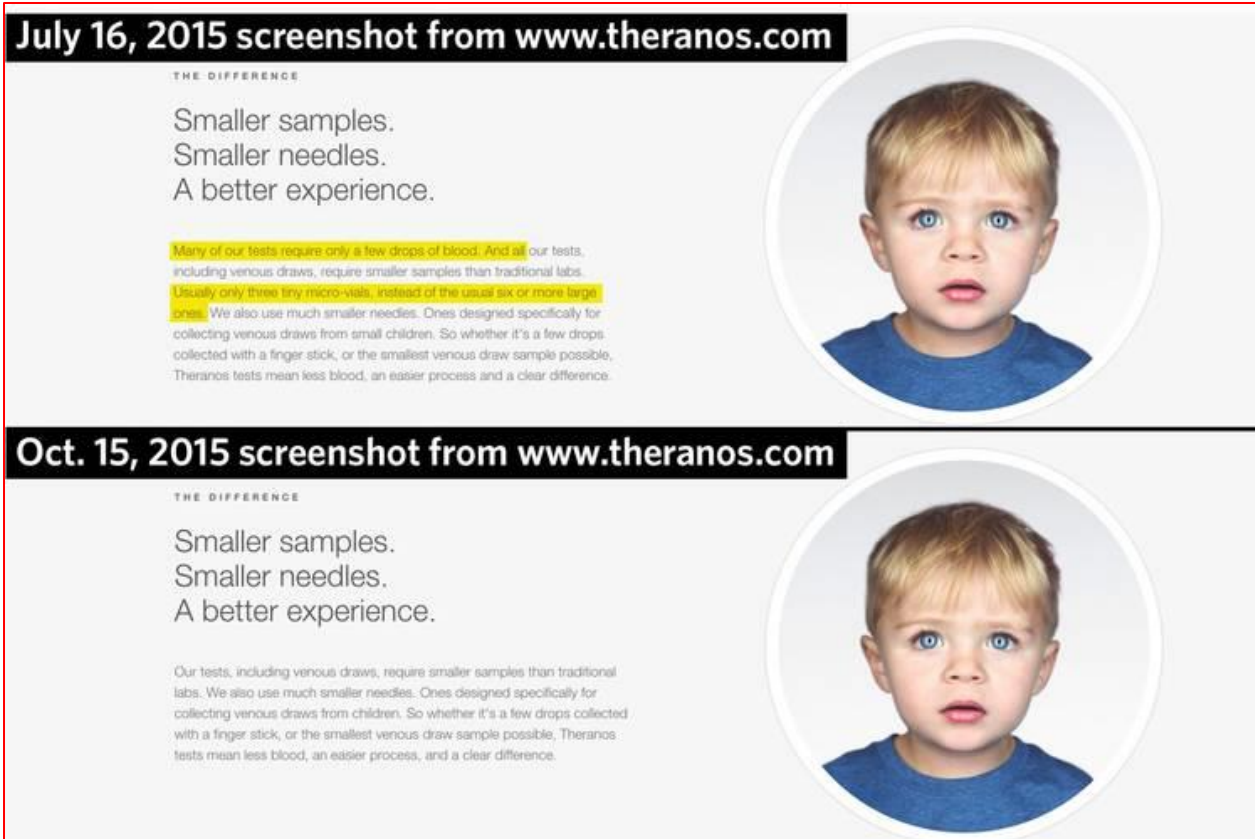
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<sup>5</sup> <http://www.wsj.com/articles/hot-startup-theranos-dials-back-lab-tests-at-fdas-behest-1444961864> (last visited August 15, 2016).



1  
2 32. On another webpage advertisement to Walgreens customers, the Company stated



16  
17 that smaller samples directly benefited patients by dramatically reducing the time it takes to  
18 analyze samples because its technology enabled a “more timely diagnosis to support better, more  
19 informed treatment.”<sup>6</sup>

20 33. At Walgreens, Theranos offered a variety of testing directly to consumers:

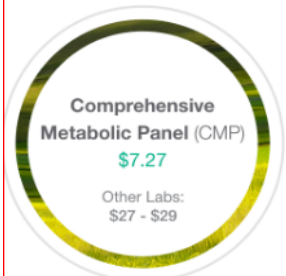
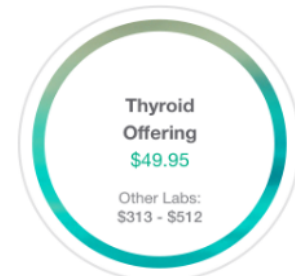
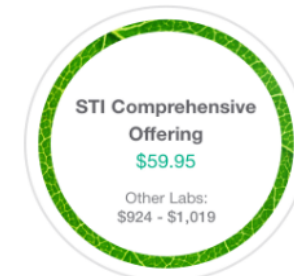
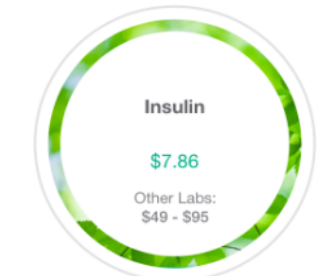
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28 <sup>6</sup> <http://www.walgreens.com/pharmacy/lab-testing/home.jsp> (last visited May 22, 2016);  
<https://web.archive.org/web/20160407050109/http://www.walgreens.com/pharmacy/lab-testing/home.jsp> (last visited August 15, 2016).

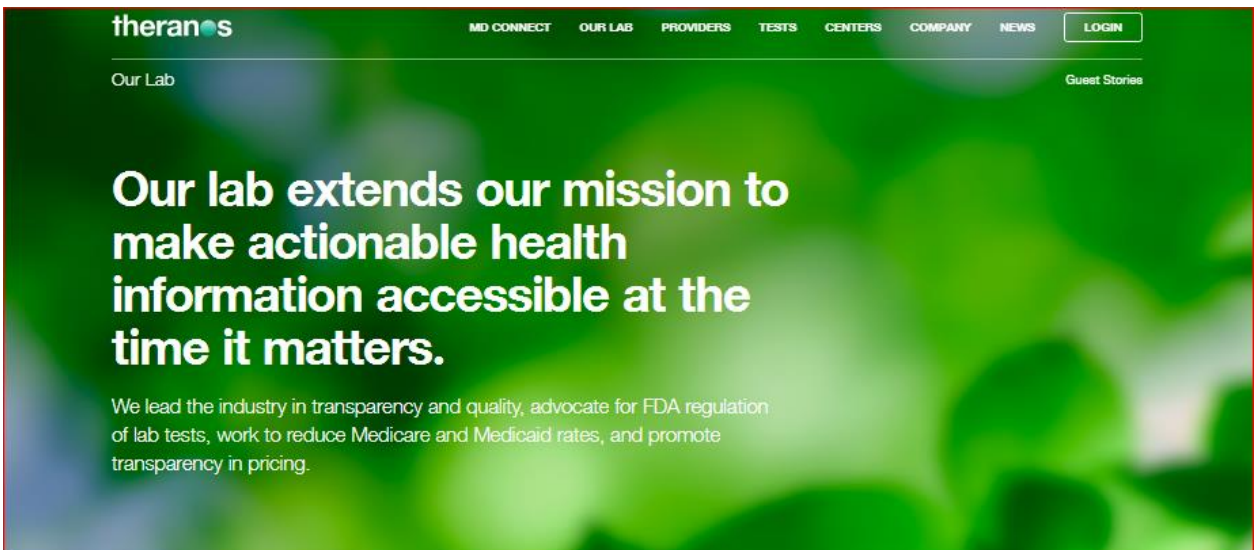
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## The same low prices for everyone.

Whether you have good insurance, bad insurance or no insurance at all, at Theranos we believe you should be able to afford lab testing. Which is why Theranos charges everyone the same low prices. Period. Theranos prices are clear, up-front, published online, and always a fraction of other labs. Meaning there are no surprises, and you know exactly what you're paying before you get tested.

[View test menu >](#)

 <p><b>Comprehensive Metabolic Panel (CMP)</b> <b>\$7.27</b> Other Labs: \$27 - \$29</p>	 <p><b>Thyroid Offering</b> <b>\$49.95</b> Other Labs: \$313 - \$512</p>	 <p><b>STI Comprehensive Offering</b> <b>\$59.95</b> Other Labs: \$924 - \$1,019</p>	 <p><b>Insulin</b> <b>\$7.86</b> Other Labs: \$49 - \$95</p>
<p>To evaluate organ function and check for conditions such as diabetes, liver disease, and kidney disease</p>	<p>To evaluate thyroid function</p>	<p>To screen for and diagnose sexually transmitted infections</p>	<p>To help evaluate insulin production</p>



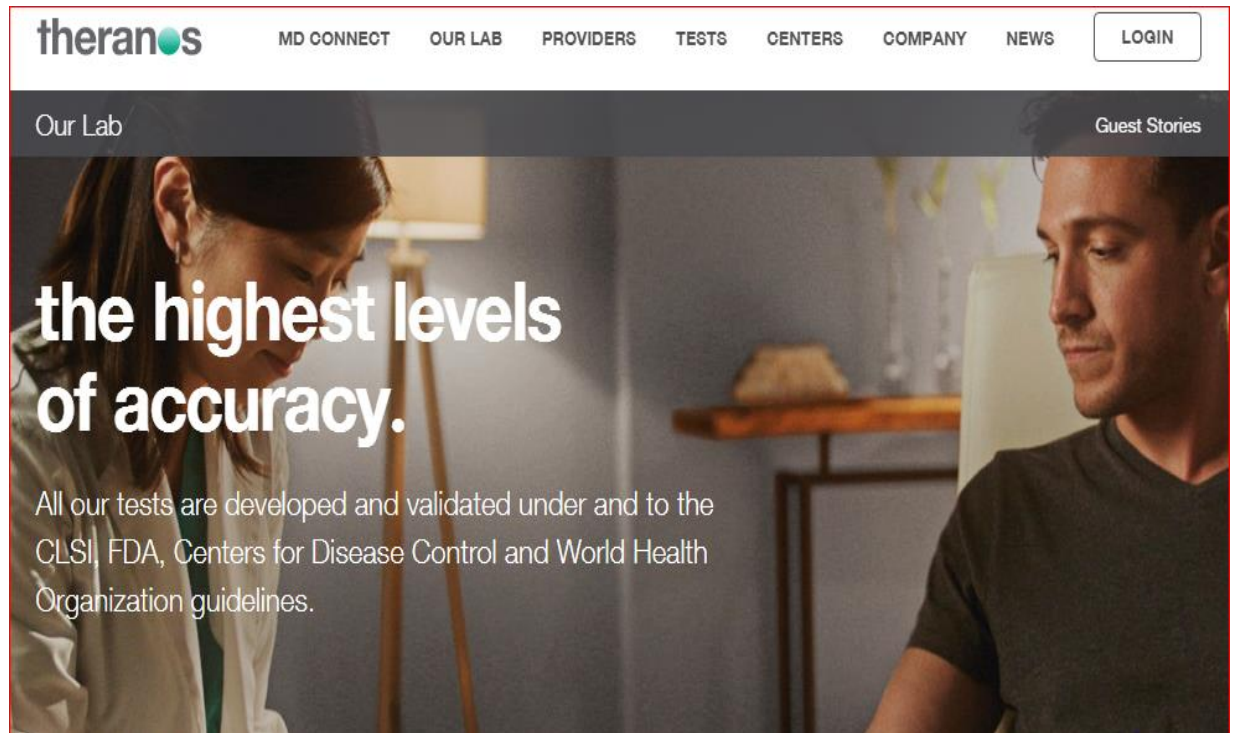
theranos MD CONNECT OUR LAB PROVIDERS TESTS CENTERS COMPANY NEWS LOGIN

Our Lab Guest Stories

# Our lab extends our mission to make actionable health information accessible at the time it matters.

We lead the industry in transparency and quality, advocate for FDA regulation of lab tests, work to reduce Medicare and Medicaid rates, and promote transparency in pricing.

1  
2 34. Theranos also advertised that its labs were accurate and “validated,” or compliant  
3 with federal regulations or law. Specifically:



16 **D. Defendants’ Statements About Theranos Wellness Center Testing Were False**

17 35. When the Theranos and Walgreens Wellness Centers opened, the Edison  
18 machines were not yet beyond the prototype stage.

19 36. Theranos did not have the necessary FDA approval, known as a CLIA waiver, to  
20 use the Edison Device for conducting on-site blood testing at the Wellness Centers, with the sole  
21 exception of a single test (Herpes Simplex HSV-1), for which the company obtained approval in  
22 July 2015.

23 37. Despite Defendants’ representations to the public about the centrality of the  
24 nanotainer and Theranos’s proprietary technology, by the end of 2014, Theranos was using its  
25 proprietary Edison machines and nanotainers for only 15 out of 205 tests.

26 38. In a report detailing objectionable conditions at Theranos dated September 16,  
27 2015, the FDA informed Theranos that, among other things, the agency considered the  
28

1  
2 nanotainer devices to be uncleared medical devices being shipped in interstate commerce  
3 between California, Arizona, and Pennsylvania.<sup>7</sup>

4 39. Because Theranos did not have FDA approval to conduct tests on the Edison  
5 device outside of a laboratory setting (with the limited exception for HSV-1 noted above), when  
6 Theranos drew blood at the Walgreens Wellness Centers, the samples obtained then had to be  
7 couriered to one of two centralized labs, either in Newark, California, or Scottsdale, Arizona.  
8 The proprietary Edison devices were only located in the Newark laboratory. Accordingly, all the  
9 finger stick blood samples were analyzed at that facility, with the potential exception of samples  
10 that Theranos diluted in order to run them on conventional machinery.<sup>8</sup>

11 40. The Scottsdale Lab only performed analyses on venipuncture tests, and only  
12 analyzed those samples on machines purchased from outside companies such as Siemens.

13 41. In the context of a regulated laboratory, Theranos did not need FDA approval to  
14 perform testing using the Edison devices, so long as the Company complied with proficiency  
15 testing and other safeguards; however, the blood labs failed to comply with such testing and  
16 guidelines according to published reports.

17 42. Indeed, Defendants' representations regarding Theranos's compliance with  
18 federal law were false. In January 2016, the Centers for Medicare and Medicaid Services (CMS)  
19 cited the Newark lab for multiple serious deficiencies. Among other things, in October 2014, 29  
20 percent of quality control checks performed on the Company's Edison devices produced results  
21 outside the acceptable range. A letter dated January 25, 2016 from CMS noted that, based on a  
22 December 23, 2015, survey, Theranos was found to be out of compliance with five CLIA  
23 Condition-level requirements, at least one of which posed "immediate jeopardy to patient health  
24 and safety," meaning the condition had "already caused, is causing, or is likely to cause, at any  
25  
26

27 \_\_\_\_\_  
28 <sup>7</sup> <http://www.fda.gov/ucm/groups/fdagov-public/@fdagov-afda-orgs/documents/document/ucm469395.pdf> (last visited August 15, 2016).

<sup>8</sup> See <http://www.wsj.com/articles/theranos-has-struggled-with-blood-tests-1444881901> (last visited August 15, 2016).

1  
2 time, serious injury or harm, or death, to individuals served by the laboratory or to the health and  
3 safety of the general public.”<sup>9</sup>

4 43. Inspection reports found that Edison machines in the lab often failed to meet the  
5 Company’s own accuracy requirements, including a test to detect prostate cancer. In one report,  
6 inspectors found that 81 of 81 final patient results of a blood clotting test reported to patients on  
7 the blood thinner Warfarin were not accurate.<sup>10</sup>

8 44. In February 2015, an Edison device used for testing certain hormone levels failed  
9 87 percent of quality control checks.

10 45. In addition, the FDA observed that there were no quality audits being performed  
11 at the Newark lab, in contravention of FDA regulations.<sup>11</sup>

12 46. At the very time that Theranos was advertising compliance with federal  
13 regulations, it had been repeatedly sanctioned by federal authorities. For example, on March 18,  
14 2016, Theranos received another letter from the Centers for Medicare and Medicaid Services  
15 (CMS) referenced “RE: PROPOSED SANCTIONS - CONDITIONS NOT MET IMMEDIATE  
16 JEOPARDY”, which stated that the Company was not in compliance with accepted clinical  
17 laboratory standards, and still had not established compliance with the CLIA requirements  
18 previously identified. That letter stated, “This letter provides notice of sanctions the Centers for  
19 Medicare & Medicaid Services (CMS) is proposing to impose against the laboratory’s Clinical  
20 Laboratory Improvement Amendments of 1988 (CLIA) certificate and of the laboratory’s  
21 opportunity to submit in writing any evidence or information as to why the proposed sanctions  
22 should not be imposed.”<sup>12</sup>

23 47. Theranos’s conventional laboratory operations in both Scottsdale and Newark  
24 were found to be flawed by government regulators.

25 <sup>9</sup> [https://cdn2.vox-cdn.com/uploads/chorus\\_asset/file/5969923/Theranos\\_Inc\\_Cover\\_Letter\\_01-25-2016.0.pdf](https://cdn2.vox-cdn.com/uploads/chorus_asset/file/5969923/Theranos_Inc_Cover_Letter_01-25-2016.0.pdf)

26 <sup>10</sup> [http://www.nytimes.com/2016/04/01/business/report-shows-theranos-testing-plagued-by-problems.html?\\_r=0](http://www.nytimes.com/2016/04/01/business/report-shows-theranos-testing-plagued-by-problems.html?_r=0) (last visited August 15, 2016).

27 <sup>11</sup> <http://www.fda.gov/ucm/groups/fdagov-public/@fdagov-afda-orgs/documents/document/ucm469395.pdf> (last visited August 15, 2016).

28 <sup>12</sup> <http://www.wsj.com/public/resources/documents/hhslettertheranos.pdf> (last visited August 15, 2016).



1  
2 48. According to published reports, at Theranos's Scottsdale lab, the Company  
3 performed lab tests with certain Siemens lab equipment programmed to the wrong settings, and  
4 failed to adequately gauge the purity of the water input into Siemens lab equipment, which could  
5 affect the outcome of the results of testing run on such devices.

6 49. A peer reviewed study by researchers at the Icahn School of Medicine at Mount  
7 Sinai showed that results for cholesterol tests done by Theranos differed enough from the two  
8 largest laboratory companies that it could negatively impact patient care.

9 50. Regardless, Defendants continued to market Theranos blood testing services, and  
10 Theranos continued to rely on the Edison devices.

11 51. On June 30, 2016, members of the House Energy and Commerce Committee  
12 requested briefing from Theranos regarding Theranos's failure to comply with federal regulatory  
13 standards governing clinical laboratory testing, and the resulting impact on patients nationwide.  
14 The Committee expressed concern over "Theranos' disregard for patient safety," and requested  
15 "information about how company policies permitted systematic violations of federal law."<sup>13</sup>

16 52. On July 7, 2016, the Centers for Medicare and Medicaid Services issued a 33-  
17 page Notice to Theranos executives stating that it would revoke the CLIA certificate of  
18 Theranos's Newark laboratory and ban the owners and operator(s) of Theranos, including  
19 Elizabeth Holmes, from owning or running a lab for at least two years.<sup>14</sup>

20 53. Accordingly, Defendants' statements to customers—that testing was  
21 accomplished through proprietary analysis, which was accurate and compliant with federal  
22 regulations and guidelines—were false. Consumers did not receive what they paid for when  
23 they received blood tests from Theranos or when they purchased Theranos tests through  
24 Walgreens.

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27 <sup>13</sup> [http://democrats-  
energycommerce.house.gov/sites/democrats.energycommerce.house.gov/files/documents/Theranos%20Holmes%20%20Device%20Questions%20Letter%202016%2006%2030.pdf](http://democrats-energycommerce.house.gov/sites/democrats.energycommerce.house.gov/files/documents/Theranos%20Holmes%20%20Device%20Questions%20Letter%202016%2006%2030.pdf) (last visited August 15, 2016).

28 <sup>14</sup> <https://www.theranos.com/content/pdf/cms-findings.pdf> (last visited August 15, 2016).

1  
2 **E. Factual Allegations Regarding Plaintiffs**

3 *Plaintiff B.P.*

4 54. Beginning approximately in early 2014, Plaintiff B.P. purchased Theranos blood  
5 tests several times at a Walgreens Pharmacy in the Ahwatukee District of Phoenix, Arizona.

6 55. B.P. had received orders from his medical care provider to have blood tests  
7 performed periodically. B.P. purchased a Theranos test because he was informed by his  
8 physician that it was the cheapest and least invasive alternative for the test, and he relied on the  
9 representations in Theranos materials regarding the accuracy of the test results.

10 56. The first several times that B.P. had blood drawn by Theranos, the Company used  
11 nanotainer technology to draw relatively small blood samples. Starting in or around mid-2015,  
12 Theranos began collecting both nanotainer vials and one or more larger vials of blood from a  
13 vein in B.P.'s arm. By around early 2016, Theranos collected one or more larger vials of blood  
14 from a vein in B.P.'s arm during each of his quarterly visits.

15 57. After each visit, Theranos tested the blood it drew from B.P. and reported results  
16 to him. Having been led to believe the results were accurate, B.P. relied on them, using the  
17 results to make decisions concerning his health.

18 58. Plaintiff B.P. would not have purchased any Theranos test if he had known that  
19 the Theranos testing device did not work as described, and that Theranos did not conduct  
20 accurate testing.

21 *Plaintiff D.L.*

22 59. On or about June 1, 2015, and December 14, 2015, Plaintiff D.L. purchased  
23 Theranos blood tests at a Walgreens Pharmacy in Chandler, Arizona.

24 60. Prior to each visit, D.L. had received orders from her medical care provider to get  
25 blood tests. D.L. purchased a Theranos test because she was informed by her physician that it  
26 was the quickest and cheapest alternative for the test, and she relied on the representations in  
27 Theranos materials regarding the accuracy of the test results.  
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2 61. Despite the representations that the test could be done with a prick of the finger,  
3 each time she purchased a Theranos test, one or more vials of blood were drawn from a vein in  
4 D.L.'s arm.

5 62. Having been led to believe the results were accurate, D.L. relied on them, using  
6 the results to make decisions concerning her health.

7 63. On or about August 4, 2015, D.L. had her blood drawn and tested by ExamOne.  
8 The results of her lab work from ExamOne were dramatically different from the results that she  
9 had received in June of 2015, from Theranos.

10 64. Plaintiff D.L. would not have purchased any Theranos test if she had known that  
11 the Theranos testing device did not work as described, and that Theranos did not conduct  
12 accurate testing.

13 **V. CLASS ACTION ALLEGATIONS**

14 65. Plaintiffs bring this action on behalf of themselves and three proposed Classes  
15 pursuant to Federal Rules of Civil Procedure, Rule 23(a), 23(b)(2), and/or 23(b)(3), defined as  
16 follows:

17 a. **National Class:** All purchasers of Theranos lab panels and blood testing  
18 services.

19 b. **Arizona Subclass:** All purchasers of Theranos lab panels and blood testing  
20 services in Arizona.

21 66. This action is brought as a class action and may properly be so maintained  
22 pursuant to the provisions of Rule 23 of the Federal Rules of Civil Procedure. Plaintiffs reserve  
23 the right to amend or modify the National Class and Arizona Subclass descriptions with greater  
24 specificity or further division into subclasses or limitation to particular issues, based on the  
25 results of discovery. Excluded from the National Class and Arizona Subclass are Defendants,  
26 their affiliates, employees, officers and directors, persons or entities, and the Judge(s) assigned to  
27 this case. Plaintiffs reserve the right to modify, change, or expand the National Class and  
28 Arizona Subclass definitions.



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2           67.     **Numerosity** – The members of the National Class and Arizona Subclass are so  
3 numerous that their individual joinder is impracticable. Approximately 6.1 million tests have  
4 been performed by Theranos. Plaintiffs believe there are at least thousands of members in each  
5 of the National Class and Arizona Subclass. The National Class and Arizona Subclass are  
6 determinable by objective criteria using Defendants’ own records.

7           68.     **Common Question of Fact and Law** – There are questions of law and fact  
8 common to the National Class and Arizona Subclass. These questions predominate over any  
9 questions affecting only individual members of the Classes. These common legal and factual  
10 issues include, but are not limited to:

- 11                   a. Whether the laboratory tests performed by Theranos were accurate;  
12                   b. Whether the Edison devices performed as advertised;  
13                   c. Whether Theranos’s testing delivered the highest degree of accuracy;  
14                   d. Whether Defendants’ statements about Theranos laboratories were materially  
15                   misleading;  
16                   e. Whether Defendants’ conduct violates the laws as set forth in the causes of  
17                   action.

18           69.     **Typicality** – The claims of the representative Plaintiffs are typical of the claims  
19 of each member of the National Class and Arizona Subclass. Plaintiffs, like all other members of  
20 the National Class and Arizona Subclass, have sustained damages arising from Defendants’  
21 violations of the law, as alleged herein. The representative Plaintiffs and the members of the  
22 National Class and Arizona Subclass were and are similarly or identically harmed by the same  
23 unlawful, deceptive, unfair, systematic, and pervasive pattern of misconduct engaged in by  
24 Defendants.

25           70.     **Adequacy** – The representative Plaintiffs will fairly and adequately represent and  
26 protect the interests of the National Class and Arizona Subclass members and have retained  
27 counsel who are experienced and competent trial lawyers in complex litigation and class action  
28 litigation. There are no material conflicts between the claims of the representative Plaintiffs and

1  
2 the members of the Classes that would make class certification inappropriate. Counsel for the  
3 Classes will vigorously assert the claims of all National Class and Arizona Subclass members.

4 71. **Predominance and Superiority** – This suit may be maintained as a class action  
5 under Federal Rule of Civil Procedure 23(b)(3) because questions of law and fact common to the  
6 National Class and Arizona Subclass predominate over the questions affecting only individual  
7 members of the National Class and Arizona Subclass and a class action is superior to other  
8 available means for the fair and efficient adjudication of this dispute. The damages suffered by  
9 individual National Class and Arizona Subclass members are small compared to the burden and  
10 expense of individual prosecution of the complex and extensive litigation needed to address  
11 Defendants’ conduct. Further, it would be virtually impossible for the members of the National  
12 Class and Arizona Subclass to individually redress effectively the wrongs done to them. Even if  
13 National Class and Arizona Subclass members themselves could afford such individual  
14 litigation, the court system could not. In addition, individualized litigation increases the delay  
15 and expense to all parties and to the court system resulting from complex legal and factual issues  
16 of the case. Individualized litigation also presents a potential for inconsistent or contradictory  
17 judgments. By contrast, the class action device presents far fewer management difficulties;  
18 allows the hearing of claims which might otherwise go unaddressed because of the relative  
19 expense of bringing individual lawsuits; and provides the benefits of single adjudication,  
20 economies of scale, and comprehensive supervision by a single court.

21 72. Plaintiffs contemplate the eventual issuance of notice to the proposed National  
22 Class and Arizona Subclass members setting forth the subject and nature of the instant action.  
23 Upon information and belief, Defendants’ own business records and electronic media can be  
24 utilized for the contemplated notice. To the extent that any further notice may be required,  
25 Plaintiffs would contemplate the use of additional media and/or mailings.

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**CAUSES OF ACTION**

**FIRST CAUSE OF ACTION**

**(Violation of Arizona Consumer Fraud Act, A.R.S. § 44-1521, et seq.)**

**(Against Theranos and Walgreens; On Behalf of Arizona Subclass)**

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6 73. Plaintiffs incorporate by reference and re-allege all paragraphs previously alleged  
7 herein.

8 74. Plaintiffs bring this claim on behalf of themselves and on behalf of the Arizona  
9 Subclass, as defined above.

10 75. Defendants are “persons” within the meaning of A.R.S. § 44-1521(6).

11 76. Theranos lab panels and blood tests sold in Arizona are “merchandise” within the  
12 meaning of A.R.S. § 44-1521(5).

13 77. The Arizona Consumer Fraud Act provides that “[t]he act, use or employment by  
14 any person of any deception, deceptive or unfair act or practice, fraud, false pretense, false  
15 promise, misrepresentation, or concealment, suppression or omission of any material fact with  
16 intent that others rely upon such concealment, suppression or omission, in connection with the  
17 sale or advertisement of any merchandise whether or not any person has in fact been misled,  
18 deceived or damaged thereby, is declared to be an unlawful practice.” A.R.S. § 44-1522(A).

19 78. Based on Defendants’ conduct as discussed above, Defendants have engaged in  
20 fraud and deceit as set forth in Arizona’s Arizona Consumer Fraud Act. Defendants falsely  
21 advertised the accuracy, reliability, and compliance with applicable laws of Theranos technology  
22 and laboratory testing. Defendants also failed to disclose material facts to consumers, as alleged  
23 above.

24 79. Defendants intended for Plaintiffs and Arizona Subclass members to rely on their  
25 false and misleading statements and omissions concerning Theranos and Theranos laboratory  
26 testing. Plaintiffs and the Arizona Subclass members have reasonably relied on the material  
27 misrepresentations and omissions made by Defendants and have been damaged thereby.

28 80. Defendants’ conduct was wanton and reckless, and Defendants demonstrated  
reckless indifference to the rights, health, and safety of members of the Arizona Subclass.

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2 81. Plaintiffs seek relief, including punitive damages, as prayed for below.

3 **SECOND CAUSE OF ACTION**

4 **(Fraud)**

5 **(Against Theranos and Walgreens; On Behalf of Nationwide Class and Arizona Subclass)**

6 82. Plaintiffs incorporate by reference and re-allege all paragraphs previously alleged  
7 herein.

8 83. Plaintiffs bring this claim on behalf of themselves and on behalf of the  
9 Nationwide Class, as defined above, and, in the alternative, the Arizona Subclass, as defined  
10 above.

11 84. The misrepresentations, nondisclosure, and/or concealment of material facts made  
12 by Defendants to Plaintiffs and the members of the Nationwide Class and Arizona Subclass, as  
13 set forth above, were known, or through reasonable care should have been known, by Defendants  
14 to be false and material and were intended by Defendants to mislead Plaintiffs and the members  
15 of the Nationwide Class and Arizona Subclass.

16 85. Defendants had duties imposed by law to disclose accurate information regarding  
17 Theranos and Theranos laboratory testing.

18 86. Defendants intended for Plaintiffs and Nationwide Class and Arizona Subclass  
19 members to rely on their false and misleading statements and omissions concerning Theranos  
20 and Theranos laboratory testing.

21 87. Plaintiffs and the Nationwide Class and Arizona Subclass were actually misled  
22 and deceived and were induced by Defendants to purchase the testing which they would not  
23 otherwise have purchased.

24 88. As a result of the conduct of Defendants, Plaintiffs and the Nationwide Class and  
25 Arizona Subclass members have been damaged in an amount to be proven at trial.

26 89. Plaintiffs seek relief as prayed for below.

27 **THIRD CAUSE OF ACTION**

28 **(Negligent Misrepresentation)**

**(Against Theranos and Walgreens; On Behalf of Nationwide Class and Arizona Subclass)**

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2 90. Plaintiffs incorporate by reference and re-allege all paragraphs previously alleged  
3 herein.

4 91. Plaintiffs bring this claim on behalf of themselves and on behalf of the  
5 Nationwide Class, as defined above, and, in the alternative, the Arizona Subclass, as defined  
6 above.

7 92. Defendants had a duty to provide honest and accurate information to their  
8 customers so that customers could make informed decisions on the purchase laboratory testing.

9 93. Defendants specifically and expressly misrepresented material facts to Plaintiffs  
10 and the Nationwide Class and Arizona Subclass members, as discussed above.

11 94. Defendants knew, or in the exercise of reasonable diligence should have known,  
12 that the ordinary consumer would be misled by Defendants' misleading and deceptive  
13 advertisements.

14 95. Plaintiffs and the Nationwide Class and Arizona Subclass members justifiably  
15 relied on Defendants' misrepresentations. As a result of the conduct of Defendants, Plaintiffs and  
16 the Nationwide Class and Arizona Subclass members have been damaged in an amount to be  
17 proven at trial.

18 96. Plaintiffs seek relief as prayed for below.

19 **FOURTH CAUSE OF ACTION**

20 **(Unjust Enrichment)**

21 **(Against Theranos and Walgreens; On Behalf of Nationwide Class and Arizona Subclass)**

22 97. Plaintiffs incorporate by reference and re-allege all paragraphs previously alleged  
23 herein.

24 98. Plaintiffs bring this claim on behalf of themselves and on behalf of the  
25 Nationwide Class, as defined above, and, in the alternative, the Arizona Subclass, as defined  
26 above.

27 99. The misrepresentations, nondisclosure, and/or concealment of material facts made  
28 by Defendants to Plaintiffs and the members of the Nationwide Class and Arizona Subclass, as  
set forth above, were known, or through reasonable care should have been known, by Defendants

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2 to be false and material and were intended by Defendants to mislead Plaintiffs and the members  
3 of the Nationwide Class and Arizona Subclass.

4 100. Plaintiffs and the Nationwide Class and Arizona Subclass were actually misled  
5 and deceived and were induced by Defendants to purchase the testing which they would not  
6 otherwise have purchased. Defendants profited as a result of such purchases.

7 101. It would be inequitable and unjust for Defendants to obtain these wrongfully  
8 obtained profits.

9 102. Plaintiffs seek relief as prayed for below.

10 **FIFTH CAUSE OF ACTION**

11 **(Aiding and Abetting)**

12 **(Against Walgreens; On Behalf of Nationwide Class and Arizona Subclass)**

13 103. Plaintiffs incorporate by reference and re-allege all paragraphs previously alleged  
14 herein.

15 104. Plaintiffs bring this claim on behalf of themselves and on behalf of the  
16 Nationwide Class, as defined above, and, in the alternative, the Arizona Subclass, as defined  
17 above.

18 105. Defendant Theranos has committed fraud causing injury to Plaintiffs and the  
19 Nationwide Class and Arizona Subclass. Defendant Walgreens' conduct alleged herein enabled,  
20 substantially assisted, encouraged, and was a substantial factor in, the fraud committed as to  
21 Plaintiffs and the Nationwide Class and Arizona Subclass members.

22 106. Walgreens knew, or deliberately failed to discover, that Theranos's testing was  
23 not accurate, and that Theranos labs were not compliant with federal law. Walgreens had actual  
24 knowledge of measures that it could have taken to prevent Walgreens Wellness Centers from  
25 being used to perpetrate fraud, to provide consumers with accurate information, and to reduce the  
26 reach of Theranos's fraudulent advertising, but nevertheless knowingly and deliberately decided  
27 not to adopt such measures and instead to maintain policies that enabled and assisted the fraud.

28 107. Before and during the commission of the fraud, Walgreens intended to aid and  
abet, and did substantially assist, Theranos in fraud perpetrated on Plaintiffs and the Nationwide

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2 Class and Arizona Subclass by deliberately treating Theranos's testing as accurate, and  
3 Theranos's labs as compliant with federal law, although Walgreens knew, or deliberately failed  
4 to discover, that neither was true, and by marketing Theranos's products and services as accurate  
5 and compliant with federal law to Walgreens customers.

6 108. Walgreens' conduct alleged herein was knowing and intentional, and was carried  
7 out by Walgreens in order to benefit Walgreens, including in the form of ill-gotten profits.

8 109. As a result of Walgreens' conduct alleged herein, Walgreens has unfairly received  
9 and retained substantial ill-gotten profits.

10 110. Plaintiffs seek relief as prayed for below.

11 **SIXTH CAUSE OF ACTION**

12 **(Violation of California Business & Professions Code Sections 17200, et seq.)**

13 **(Against Theranos and Walgreens; On Behalf of Nationwide Class)**

14 111. Plaintiffs incorporate by reference and re-allege all paragraphs previously alleged  
15 herein.

16 112. Plaintiffs bring this claim on behalf of themselves and on behalf of the  
17 Nationwide Class, as defined above.

18 113. The Unfair Business Practices Act defines unfair business competition to include  
19 any "unfair," "unlawful," or "fraudulent" business act or practice. The Act also provides for  
20 injunctive relief, restitution, and disgorgement of profits for violations.

21 114. Defendants' unlawful, unfair, and fraudulent business acts and practices are  
22 described throughout this Complaint and include, but are not limited to the following: (1)  
23 advertising that it will provide testing using proprietary Edison devices when, in fact, Theranos  
24 did not actually use the Edison devices for most laboratory testing; and (2) conducting testing  
25 that was a not carried out within proper federal regulations.

26 115. Defendants' conduct is unfair because it impairs competition within the market  
27 for blood tests. Defendants falsely advertised and claimed Theranos blood tests are minimally  
28 invasive, accurate, and reliable. Defendants' conduct prevents consumers from making fully

1  
2 informed decisions regarding where to have their blood tests performed and by whom.

3 Reasonable consumers are likely to be deceived by Defendants' false statements.

4 116. Defendants have violated the fraudulent prong of section 17200 because their  
5 misrepresentations and material omissions are likely to deceive a reasonable consumer and the  
6 facts would be material to a reasonable consumer.

7 117. In addition to the above, the conduct as alleged throughout the complaint is  
8 unlawful and constitutes a violation of False Advertising Laws, Cal. Bus. & Prof. Code § 17500,  
9 *et seq.*, the Consumer Legal Remedies Act, Cal. Civ. Code § 1750, *et seq.*, statutory deceit, Cal.  
10 Civ. Code § 1710) and fraud and negligent misrepresentation that not only result in liability as to  
11 the individual causes of action, they also provide a basis for a finding of liability under  
12 California Business and Professions Code § 17200, *et seq.*

13 118. Furthermore, Defendants' practices violate the declared legislative policies as set  
14 forth by the federal government in 40 C.F.R. § 600.307(a)(ii)(A); 40 C.F.R. § 600.302-08(b)(4)  
15 and 16 C.F.R. § 259.2(a).

16 119. Plaintiffs and the Nationwide Class members have been damaged by said  
17 practices. Pursuant to California Business and Professions Code §§ 17200 and 17203, Plaintiffs  
18 seek relief as prayed for below.

19 **SEVENTH CAUSE OF ACTION**

20 **(Violation of California Business & Professions Code Sections 17500, *et seq.*)**

21 **(Against Theranos and Walgreens; On Behalf of Nationwide Class)**

22 120. Plaintiffs incorporate by reference and re-allege all paragraphs previously alleged  
23 herein.

24 121. Plaintiffs bring this claim on behalf of themselves and on behalf of the  
25 Nationwide, as defined above.

26 122. Defendants disseminated materially misleading and deceptive information and  
27 omitted material information, as discussed throughout the Complaint, for purposes of inducing  
28 customers to purchase the tests, in violation of California Business and Professions Code  
§ 17500, *et seq.*



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2 123. Plaintiffs and the Nationwide Class, and each of them, have been damaged by  
3 said practice and seek relief as prayed below.

4 **EIGHTH CAUSE OF ACTION**

5 **(Violation of California Civil Code Section 1750 et seq.)**

6 **(Against Theranos and Walgreens; On Behalf of Nationwide Class)**

7 124. Plaintiffs incorporate by reference and re-allege all paragraphs previously alleged  
8 herein.

9 125. Plaintiffs bring this claim on behalf of themselves and on behalf of the  
10 Nationwide Class, as defined above.

11 126. The following definitions come within the meaning of the Consumer Legal  
12 Remedies Act (Cal. Civ. Code § 1750, *et seq.*):

- 13 a. The members of the Nationwide Class, all of whom purchased tests sold by  
14 Theranos for personal, family, and household purposes, are “consumers,” Cal.  
15 Civ. Code § 1761(d);  
16 b. Defendant Theranos is a “person,” Cal. Civ. Code § 1761(c);  
17 c. Defendant Walgreens is a “person,” Cal. Civ. Code § 1761(c);  
18 d. Plaintiffs and each and every Nationwide Class members’ purchase of  
19 Theranos tests constitute “transactions,” Cal. Civ. Code § 1761(e); and  
20 e. The subject tests are “goods” and “services,” Cal. Civ. Code § 1761 (a-b).

21 127. Defendants’ misrepresentations, active concealment, and failures to disclose, as  
22 discussed throughout the Complaint, constitute “unfair or deceptive acts or practices” by  
23 Defendants, that are unlawful, as enumerated in section 1770(a) of the California Civil Code.

24 128. Such misconduct materially affected the purchasing decisions of Plaintiffs and the  
25 members of the Nationwide Class. Plaintiffs and the Nationwide Class members reasonably  
26 relied upon Defendants’ material misrepresentations and nondisclosures, and would not have  
27 purchased Defendants’ products had they known the truth.

28 129. As a result of the California Civil Code section 1770 violations described above,  
Plaintiffs and each and every member of the Nationwide Class have suffered actual damages.

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2 130. Plaintiffs seek injunctive relief pursuant to California Civil Code § 1780, and as  
3 prayed for below.

4 131. Plaintiffs seek relief as prayed for below.

5 **NINTH CAUSE OF ACTION**

6 **(California Civil Code § 1710 - Deceit)**

7 **(Against Theranos and Walgreens; On Behalf of Nationwide Class)**

8 132. Plaintiffs incorporate by reference and re-allege all paragraphs previously alleged  
9 herein.

10 133. Plaintiffs bring this claim on behalf of themselves and on behalf of the  
11 Nationwide Class, as defined above.

12 134. Based on Defendants' conduct as discussed above, Defendants have engaged in  
13 fraud and deceit as set forth in California Civil Code § 1710. Plaintiffs and the Nationwide Class  
14 members have reasonably relied on the material misrepresentations and omissions made by  
15 Defendants and have been damaged thereby.

16 135. Plaintiffs seek relief as prayed for below.

17 **PRAAYER FOR RELIEF**

18 WHEREFORE, Plaintiffs, on behalf of themselves and the members of the Nationwide  
19 Class and Arizona Subclass, demand judgment against and general and special relief from  
20 Defendants as follows:

21 1. An order certifying that the action may be maintained as a class action under  
22 Federal Rule of Civil Procedure 23 as defined herein and appointing Plaintiffs and their counsel  
23 of record to represent the defined Class(es);

24 2. An order enjoining Defendants under Arizona Revised Statue § 44-1521, *et seq.*,  
25 California Business and Professions Code §§ 17203 and 17535, and California Civil Code  
26 §§ 1780 and 1781.

27 a. To reimburse Plaintiffs and the class members the purchase price for all  
28 Theranos tests as restitution of all funds improperly obtained by Defendants as  
a result of such acts and practices declared by this Court to be an unlawful,

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fraudulent, or an unfair business act or practice, a violation of laws, statutes, or regulations, or constituting unfair competition;

- b. To disgorge all profits and compensation improperly obtained by Defendants as a result of such acts and practices declared by this Court to be an unlawful, fraudulent, or an unfair business act or practice, a violation of laws, statutes, or regulations, or constituting unfair competition;
- c. To cease engaging in false advertising and to disseminate an informational campaign to correct their misrepresentations and material omissions; and
- d. To cease from undertaking any further unfair, unlawful, fraudulent and/or deceptive acts or omissions.

3. For damages under the causes of action for fraud, negligent misrepresentation, statutory Deceit, aiding and abetting, and the Arizona Consumer Fraud Act;

4. For restitution and disgorgement of profits under the cause of action for unjust enrichment;

5. For punitive damages, pursuant to the Arizona Consumer Fraud Act;

6. For reasonable attorney's fees and costs, pursuant to the Arizona Consumer Fraud Act, CLRA, and other statutes as may be applicable;

7. For prejudgment and post-judgment interest to the full extent allowed by law;

8. For costs of suit incurred herein;

9. For such other and further relief as the Court deems appropriate.

Dated: August 17, 2016

KELLER ROHRBACK L.L.P.

By: /s/ Mark D. Samson  
Mark D. Samson

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*Attorneys for Plaintiffs and the Proposed Class  
Pro Hac Vice applications forthcoming*

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**DEMAND FOR JURY TRIAL**

Plaintiffs hereby demand a trial by jury for all claims so triable.

Dated: August 17, 2016

KELLER ROHRBACK L.L.P.

By:     /s/ Mark D. Samson      
Mark D. Samson

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*Attorneys for Plaintiffs and the Proposed Class*

**UNITED STATES DISTRICT COURT  
DISTRICT OF ARIZONA**

**Civil Cover Sheet**

This automated JS-44 conforms generally to the manual JS-44 approved by the Judicial Conference of the United States in September 1974. The data is required for the use of the Clerk of Court for the purpose of initiating the civil docket sheet. The information contained herein neither replaces nor supplements the filing and service of pleadings or other papers as required by law. This form is authorized for use only in the District of Arizona.

**The completed cover sheet must be printed directly to PDF and filed as an attachment to the Complaint or Notice of Removal.**

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<b>Plaintiff</b> (s):	<b>B.P. and D.L., individually and on behalf of all others similarly situated</b>	<b>Defendant</b> (s):	<b>Theranos, Inc., a California Corporation and Walgreens Boots Alliance, a Delaware Corporation</b>
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County of Residence: Maricopa

County of Residence: Outside the  
State of Arizona

County Where Claim For Relief  
Arose: Maricopa

Plaintiff's Atty(s):

Defendant's Atty(s):

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**II. Basis of                      4. Diversity (complete item III)  
Jurisdiction:**

**III. Citizenship of  
Principal Parties  
(Diversity Cases Only)**

**Plaintiff:- 1 Citizen of This State  
Defendant:- 5 Non AZ corp and Principal place of Business  
outside AZ**

**IV. Origin :                      1. Original Proceeding**

**V. Nature of Suit:              370 Other Fraud**

**VI. Cause of Action:        Consumer Fraud Class Action - Diversity**

**VII. Requested in  
Complaint**

**Class Action: Yes  
Dollar Demand: \$5,000,000  
Jury Demand: Yes**

**VIII. This case IS RELATED to Case Number 2:16-cv-02138-GMS, 2:16-cv-02373-SPL, 2:16-cv-02660-PGR assigned to Judge G. Murray Snow,**

**Steven P. Logan, Paul G. Rosenblatt.**

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**Signature: /s/ Mark D. Samson**

**Date: 8/17/2016**

**If any of this information is incorrect, please go back to the Civil Cover Sheet Input form using the *Back* button in your browser and change it. Once correct, save this form as a PDF and include it as an attachment to your case opening documents.**

Revised: 01/2014