

UNITED STATES DISTRICT COURT FOR THE NORTHERN DISTRICT OF CALIFORNIA

Petersen v. Natera, Inc.

No. 24-cv-07062-JST (N.D. Cal. Aug. 4, 2025) · No. 24-cv-07062-JST · Decided August 4, 2025

SUMMARY

The United States District Court for the Northern District of California grants Natera, Inc.’s motion to dismiss and denies a motion to continue in a putative consumer class action concerning advertising and marketing of preimplantation genetic testing for aneuploidy. The court holds that the complaint sounds in fraud and fails to satisfy Federal Rule of Civil Procedure 9(b), but dismisses the claims with leave to amend. The court also declines to apply the learned intermediary doctrine to the plaintiffs’ California consumer-protection claims and finds the alleged duty to disclose adequately pleaded.

CASE DETAILS

COURT	United States District Court for the Northern District of California
WRITING FOR THE COURT	Jon S. Tigar
JURISDICTION	United States District Court for the Northern District of California
DECIDED	August 4, 2025
DOCKET	24-cv-07062-JST
DISPOSITION	dismissed
PROCEDURAL POSTURE	Plaintiffs brought putative nationwide and state consumer classes asserting California and Michigan consumer-protection, warranty, fraud, and unjust-enrichment claims. Defendant moved to dismiss under Federal Rule of Civil Procedure 12(b)(6), requested judicial notice and incorporation by reference, and moved to continue the case management conference.
STANDARD OF REVIEW	On a Rule 12(b)(6) motion, the court accepts well-pleaded factual allegations as true and construes the complaint in the plaintiffs’ favor, dismissing only when the complaint lacks a cognizable legal theory or sufficient facts to state a plausible claim. Fraud-based allegations must satisfy Rule 9(b)’s particularity requirement.
PRECEDENTIAL VALUE	unpublished district court order; persuasive only
PARTIES	Shannon Petersen, Erin Vedrode v. Natera, Inc.

TOPICS

motions to dismiss

pleadings

consumer protection

deceptive trade practices

civil procedure

PRACTICE AREAS

civil procedure

consumer protection

deceptive trade practices

health law

commercial litigation

QUESTIONS PRESENTED

1. Whether the complaint's claims, which were based on a unified course of allegedly fraudulent advertising and omissions, had to satisfy Federal Rule of Civil Procedure 9(b).
2. Whether the complaint pleaded the who, what, when, where, how, falsity, and reliance details required by Rule 9(b).
3. Whether the court could consider consent forms, scientific studies, and government-issued laboratory licenses through incorporation by reference or judicial notice.
4. Whether plaintiffs adequately alleged a duty to disclose under California law.
5. Whether the learned intermediary doctrine barred plaintiffs' California consumer-protection claims.
6. Whether the Michigan Consumer Protection Act exemption for conduct specifically authorized by law could apply if Natera was CLIA-certified.
7. Whether plaintiffs' warranty claims were subject to dismissal for lack of pre-suit notice and whether PGT-A testing constituted a service rather than a good.
8. Whether plaintiffs' punitive-damages requests were barred absent compliance with California Code of Civil Procedure section 425.13.

HOLDINGS

1. All of plaintiffs' claims sounded in fraud because they rested on the same unified course of allegedly fraudulent statements and omissions; therefore, the entire complaint was subject to Rule 9(b)'s heightened pleading requirements.
2. Plaintiffs failed to plead their fraud-based claims with the particularity required by Rule 9(b) because they alleged only approximate purchase dates, did not identify when or where they viewed the challenged statements, did not establish which statements appeared before their purchases, and relied partly on post-purchase sources.
3. The court could consider the consent forms and cited scientific articles under incorporation by reference, and could take judicial notice of undisputed government-issued laboratory licenses, but could not treat disputed factual assertions in those materials as true or use the materials to resolve competing factual theories against the complaint.
4. Plaintiffs adequately alleged a duty to disclose under California law based on partial representations about Spectrum's accuracy and benefits coupled with alleged suppression of material contrary information.

5. The learned intermediary doctrine did not bar plaintiffs' California consumer-protection claims because the claims alleged material misrepresentations about PGT-A's capabilities, reliability, and limitations rather than disguised failure-to-warn claims.
6. If Natera was CLIA-certified, the Michigan Consumer Protection Act's exemption for transactions specifically authorized by law would apply to the alleged conduct because the relevant inquiry is whether the general transaction, rather than the specific alleged misconduct, was authorized.
7. Plaintiffs' warranty claims were subject to dismissal because they alleged notice of CLRA violations but did not allege that they provided Natera pre-suit notice of the alleged warranty breaches.
8. Plaintiffs' punitive-damages requests had to be dismissed without prejudice because Natera qualified as a health care provider under section 425.13 and plaintiffs had not obtained the required order permitting amendment to plead punitive damages.

KEY QUOTATIONS

“To comply with Rule 9(b), a complaint “must identify the who, what, when, where, and how of the misconduct charged, as well as what is false or misleading about the purportedly fraudulent statement, and why it is false.”” (Discussion IV.A)

“All other claims are dismissed with leave to amend.” (Conclusion)

FACTUAL BACKGROUND

Plaintiffs purchased Natera's Spectrum PGT-A testing in or around November 2022, paying approximately \$700 and \$2,250 plus additional costs. They alleged that Natera advertised the testing as more than 99% accurate and as improving implantation, pregnancy, live-birth, and miscarriage outcomes, while omitting material contrary information from scientific studies. Plaintiffs alleged that they relied on those representations in purchasing the testing and asserted California and Michigan consumer-protection, warranty, fraud, and unjust-enrichment claims.

PROCEDURAL HISTORY

Plaintiffs alleged that Natera falsely and misleadingly advertised its PGT-A genetic testing as highly accurate and as improving IVF outcomes. Natera moved to dismiss. The court granted the motion, dismissed all claims with leave to amend, dismissed the punitive-damages requests without prejudice to compliance with California Code of Civil Procedure section 425.13, and denied the motion to continue as moot.

DISPOSITION

dismissed

CASES CITED

- Vess v. Ciba-Geigy Corp. USA, 317 F.3d 1097, 1103-04 (9th Cir. 2003)
- Mendiondo v. Centinela Hospital Medical Center, 521 F.3d 1097, 1104 (9th Cir. 2008)

- *Ashcroft v. Iqbal*, 556 U.S. 662, 678 (2009)
- *Bell Atlantic Corp. v. Twombly*, 550 U.S. 544, 570 (2007)
- *Knievel v. ESPN*, 393 F.3d 1068, 1072 (9th Cir. 2005)
- *Cook, Perkiss & Liehe, Inc. v. N. Cal. Collection Service Inc.*, 911 F.2d 242, 247 (9th Cir. 1990) (per curiam)
- *Khoja v. Orexigen Therapeutics, Inc.*, 899 F.3d 988, 998-1003 (9th Cir. 2018)
- *United States v. Ritchie*, 342 F.3d 903, 908 (9th Cir. 2003)
- *Coto Settlement v. Eisenberg*, 593 F.3d 1031, 1038 (9th Cir. 2010)
- *Davidson v. Kimberly-Clark Corp.*, 889 F.3d 956, 964 (9th Cir. 2018)
- *In re Natera Prenatal Testing Litig.*, 664 F. Supp. 3d 995, 1006-08 (N.D. Cal. 2023)
- *DeHoog v. Anheuser-Busch InBev SA/NV*, 899 F.3d 758, 763 n.5 (9th Cir. 2018)
- *Estate of Saunders v. Commissioner*, 745 F.3d 953, 962 n.8 (9th Cir. 2014)
- *Sanders v. Sodexo, Inc.*, No. 2:15-cv-00371-JAD-GWF, 2015 WL 4477697, at *5 (D. Nev. July 20, 2015)
- *Sneed v. Procter & Gamble Co.*, No. 23-cv-05443-JST, 2025 WL 1017933, at *6 (N.D. Cal. Apr. 4, 2025)
- *Locklin v. StriVectin Operating Co.*, No. 21-cv-07967-VC, 2022 WL 867248, at *4 (N.D. Cal. Mar. 23, 2022)
- *Graham v. Central Garden & Pet Co.*, No. 22-cv-06507-JSC, 2023 WL 2744391, at *2 (N.D. Cal. Mar. 30, 2023)
- *ONY, Inc. v. Cornerstone Therapeutics, Inc.*, 720 F.3d 490, 492, 498 (2d Cir. 2013)
- *Eastman Chemical Co. v. Plastipure, Inc.*, 775 F.3d 230, 236 (5th Cir. 2014)
- *Hi-Tech Pharmaceuticals, Inc. v. Cohen*, 277 F. Supp. 3d 236, 245 (D. Mass. 2016)
- *Guardant Health, Inc. v. Natera, Inc.*, 580 F. Supp. 3d 691, 701 (N.D. Cal. 2022)
- *LiMandri v. Judkins*, 52 Cal. App. 4th 326, 336 (1997)
- *Himes v. Somatics, LLC*, 16 Cal. 5th 209, 221-22 (2024)
- *Saavedra v. Eli Lilly & Co.*, No. 12-cv-9366-SVW-MAN, 2013 WL 3148923, at *3 (C.D. Cal. June 13, 2013)
- *Brown v. Superior Court*, 44 Cal. 3d 1049, 1065, 751 P.2d 470 (1988)
- *Smith v. Globe Life Insurance Co.*, 460 Mich. 446, 463-66 (1999)
- *Attorney General v. Diamond Mortgage Co.*, 414 Mich. 603, 617 (1982)
- *Liss v. Lewiston-Richards, Inc.*, 478 Mich. 203, 215 & n.41 (2007)
- *Allied Properties v. John A. Blume & Associates*, 25 Cal. App. 3d 848, 855 (1972)
- *Filmservice Laboratories, Inc. v. Harvey Bernhard Enterprises, Inc.*, 208 Cal. App. 3d 1297, 1305 (1989)
- *Brandt v. Boston Scientific Corp.*, 204 Ill. 2d 640, 654 (2003)
- *Cardinal Health 301, Inc. v. Tyco Electronics Corp.*, 169 Cal. App. 4th 116, 135 (2008)
- *Kotler v. Alma Lodge*, 63 Cal. App. 4th 1381 (1998)
- *Shekarlab v. County of Sacramento*, No. 2:18-cv-00047-JAM-EFB, 2018 WL 1960819, at *4 (E.D. Cal. Apr. 26, 2018)
- *Goldsmith v. CVS Pharmacy, Inc.*, No. CV 20-00750-AB (JCx), 2020 WL 3966004, at *12 (C.D. Cal. May 5, 2020)
- *Jackson v. East Bay Hospital*, 980 F. Supp. 1341, 1352 (N.D. Cal. 1997)

