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KING COUNTY
SUPERIOR COURT CLERK
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CASE #: 25-2-33855-0 KNT

IN THE SUPERIOR COURT OF THE STATE OF WASHINGTON
IN AND FOR THE COUNTY OF KING

COLLEEN M. TYLER and JOHN D. TYLER,
husband and wife, individually and as Co-Personal
Representatives of the ESTATE OF LUKE M.
TYLER,

Plaintiffs,

v.

HIMS & HERS HEALTH, INC., a Delaware
Corporation; DAVID BRENT JOYE, an individual;
GREGORY MABRY, an individual; JAMES P.
RIES, an individual; STEVEN W. POWELL, an
individual; LAURA E. PURDY, an individual;
BRIAN K. WILLIAMS, an individual; HIMS, INC.
D/B/A HIMS HEALTH AND WELLNESS
COMPANY, a Delaware Corporation; XECARE
LLC, a Delaware Limited Liability Company;
XECARE HOLDINGS, INC., a Delaware
Corporation; YOU HEALTH OF TEXAS, P.A.
D/B/A YOU HEALTH OF TEXAS, P.C., a Texas
Professional Association; YOU HEALTH OF
NEBRASKA, P.C., a Nebraska Professional
Service Corporation; HUMAN HEALTH OF
NEBRASKA, P.C., a Nebraska Professional
Service Corporation; YOU HEALTH OF
CALIFORNIA, P.C., a California Professional
Service Corporation; YOU HEALTH OF HAWAII,
P.C., a Hawaii Professional Service Corporation;
YOU HEALTH OF ALASKA, P.C., an Alaska
Professional Service Corporation; YOU HEALTH
WILLIAMS OF NEVADA, P.C., a Nevada
Professional Service Corporation; YOU HEALTH
OF NEW JERSEY, P.C., a New Jersey Professional
Service Corporation; YOU HEALTH OF

No.

COMPLAINT FOR
WRONGFUL DEATH,
PERSONAL INJURY,
MEDICAL NEGLIGENCE, AND
INJUNCTIVE RELIEF

1 KANSAS, P.A., a Kansas Professional Association;
2 DOE CORPORATIONS 1-5, Professional Service
3 Corporations; THETA CHI FRATERNITY, INC., a
4 New York Non-Profit Corporation; THE ALPHA
5 OMICRON CHAPTER OF THE THETA CHI
6 FRATERNITY, an unincorporated association;
7 THETA CHI BUILDING ASSOCIATION, a
8 Washington Non-Profit Corporation; CONNER
9 KILCUP, an individual; and CASEY STEELE, an
10 individual,

11 Defendants.

12 COME NOW Plaintiffs COLLEEN M. TYLER and JOHN D. TYLER, individually
13 and as Co-Personal Representatives for the ESTATE OF LUKE M. TYLER, by and through
14 their attorneys, Jonathon N. Fazzola, Jacob R. Goodman, and Douglas E. Fierberg of The
15 Fierberg National Law Group, PLLC, and Rebecca J. Roe, Sims G. Weymuller, and Sergio
16 A. Garcidueñas-Sease of Schroeter Goldmark & Bender, and complain and allege as follows
17 against the above-named Defendants:

18 I. INTRODUCTION

19 The Wrongful Death of Luke Tyler

20 1.1 On August 28, 2022, at
21 approximately 8:36 p.m., 19-year-old Luke
22 Tyler—away from home for the first time and
23 just days into his freshman year at Washington
24 State University (“WSU”)—was targeted with,
25 and clicked on, a Hims & Hers Health, Inc.
26 (“Hims”) advertisement on Instagram,
beginning a months-long, continuing course of
mental health “treatment” through Hims and
its “providers.”



1 1.2 Within 12 minutes after clicking on the Hims ad, Luke had been prompted to
2 create a Hims.com profile, filled out a short questionnaire, and messaged his Hims
3 “provider” that:

4 I’ve been wanted [sic] to look into medication for a while. *Have a*
5 *past history of undiagnosed depression with bad self harm habits*
6 *in the past.* I am looking for a healthier way to cope; without
involving an expensive therapist, or worrying my parents.

7 1.3 Thirty-six minutes later, without any follow up—let alone speaking with Luke
8 directly, not even by audio or video—a Hims “provider” over a thousand miles away in Texas
9 prescribed Luke 90 days’ worth of bupropion, set to automatically refill every three months.

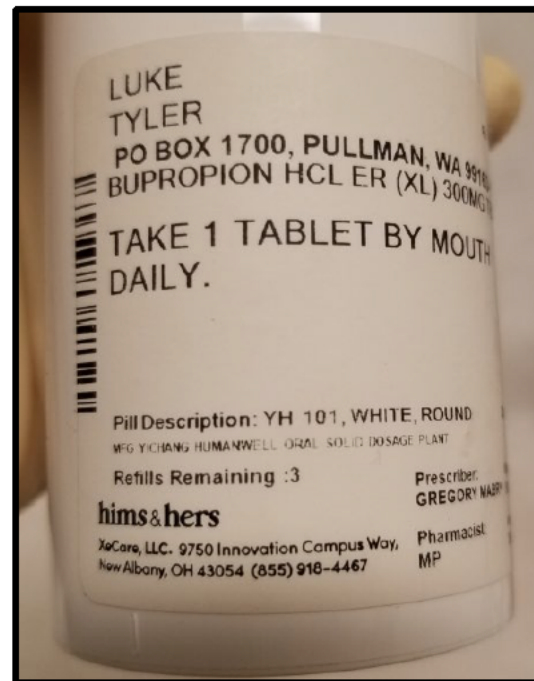
10 1.4 Bupropion is an antidepressant known to increase the risk of suicidality in
11 adolescents, like Luke.

12 1.5 Hims’ itself warned customers
13 to tell their health care provider if they “have
14 thoughts of suicide or harming yourself”
15 before taking bupropion, as Luke had confided
16 to the “provider” just minutes earlier.

17 1.6 Hims processed and shipped
18 Luke’s bupropion prescription from a Hims
19 facility in Ohio in mere hours.

20 1.7 Hims had no further contact
21 with Luke until approximately a month later
22 when, on September 27, 2022, Luke filled out
23 another Hims questionnaire and wrote his “provider”: “Don’t feel a lot different. But been
24 more irritable lately.”

25 1.8 The Hims “provider” again asked Luke no follow up questions and again
26 failed to speak with Luke by video or audio means.



1 1.9 Instead, the “provider” doubled Luke’s dosage of bupropion, from 150
2 mg/day to 300 mg/day. The “provider” prescribed Luke 90 more pills of the same
3 antidepressant in that higher dose, set to automatically refill, despite most of the pills from
4 Luke’s original prescription still remaining in his possession.

5 1.10 A month and a half later, on November 15, 2022, after having received no
6 further communications from any Hims “provider,” Luke messaged Hims on its platform that
7 *“the meds seemed to make my conditions worse”* and asked how to cancel his subscription.

8 1.11 No Hims “provider” asked or attempted to interact directly with Luke by
9 audio, video, or any other means, despite knowing and being on notice that Luke’s now-
10 worsening “conditions” included *“bad self harm habits,”* having prescribed and sent Luke a
11 total of 180 bupropion pills, and knowing and being on notice that Luke likely still had most
12 of those 180 pills.

13 1.12 Nor did Hims or a Hims “provider” warn Luke about the dangers of having
14 that many bupropion pills at his disposal, particularly given his disclosed *“past history of*
15 *undiagnosed depression with bad self harm habits in the past.”*

16 1.13 Instead, a Hims “provider” sent Luke a message that reassured him: “Since
17 you have been off the medications you should not need to taper.”

18 1.14 Neither Hims nor its “providers” checked in on Luke again.

19 1.15 At the same time, during the fall of 2022, Luke was also being subjected to
20 various, ongoing forms of hazing by the WSU Chapter of the Theta Chi Fraternity, Inc.
21 (“Theta Chi”)—the Alpha Omicron Chapter (“Alpha Omicron”)—the fraternity he was
22 pledging.

23 1.16 That hazing—which included being forced to report to the fraternity house
24 nearly every morning to clean the facility, fight fellow pledges, drink an entire bottle of
25 alcohol during the fraternity’s big-brother night, and lick syrup off the fraternity house
26 floor—deepened Luke’s emotional and mental distress.

1.17 On January 22, 2023, the night before “Hell Week” was supposed to begin for his fraternity’s pledge class, Luke took much of what remained of his Hims-prescribed and Hims-shipped pills and died by suicide.

Hims’ Rush Into Mental Healthcare Had Deadly Consequences for Luke

1.18 Technology has disrupted many industries, including traditional retail, financial services, and transportation. In some cases, consumers benefit. But in others, companies exploit gaps in regulations and cut corners in a rush to woo users and investors, juice up interest in rushed initial public offerings (“IPOs”), and cash in before their business practices are subjected to any meaningful public scrutiny or oversight.

1.19 Hims took the second approach, and its dangerous, profit-driven scheme resulted in Luke’s death.

1.20 Most states, including Washington, prohibit unlicensed persons from owning businesses that provide health care through licensed professionals, pursuant to the corporate practice of medicine doctrine. This prohibition is meant to ensure that medical professionals can exercise professional medical judgment relating to a patient’s health care needs without financial or other outside pressure.

1.21 The Hims business model relies on an attempted end run around that prohibition—and the health, safety, and ethical considerations underlying it—through a for-profit tech company’s creation and control over dozens of entities or more, including various professional service corporations, which Hims calls its “Affiliated Medical Groups” or “AMGs.”

1.22 Those AMGs have, at all relevant times and at Hims’ direction, generated substantial revenue for Hims and have been founded, managed, and directed by just a handful of grossly unqualified individuals, including:

1 a. one who recently pled guilty to nearly \$2 million in federal healthcare
2 fraud (via telemedicine) and lost his medical license in all the states in which he was
3 licensed to practice;

4 b. one who graduated from an overseas medical school (which lost its
5 operating license three years after he graduated) and who was sanctioned by the
6 Florida Department of Health for prescribing an excessive amount of Benadryl to a
7 patient during a telemedicine
8 consultation;

9 c. one who had her
10 medical license suspended in at
11 least twenty states for, as one
12 medical board summarized,
13 “failing to establish a valid
14 physician/patient relationship,
15 utilizing a questionnaire in lieu
16 of physical examination, and
17 unprofessional conduct,”
18 including “dishonorable or
19 unethical conduct likely to
20 deceive, defraud or harm the



21 public,” and yet still has promoted herself as “The Visionary Shaping the Future of
22 Healthcare” and “America’s Favorite Doctor” in personal puff pieces in Harper’s
23 Bazaar Vietnam, Times Monaco, L’Officiel India, Glamour Bulgaria, and other
24 publications; and

25 d. one who obtained his medical degree from a Caribbean-based for-
26 profit medical school and is now Hims’ Senior VP of Medical Affairs.

1 1.23 Hims’ AMGs, in turn, employ or contract with moonlighting medical
2 professionals who “diagnose” patients via written, web-based questionnaires and web chats
3 and pump out prescriptions without an interview to collect relevant medical history, an
4 appropriate or adequate assessment, or even an audio or video—let alone face-to-face—
5 consultation. This practice is prohibited by law and/or unethical in many states, including
6 Washington.

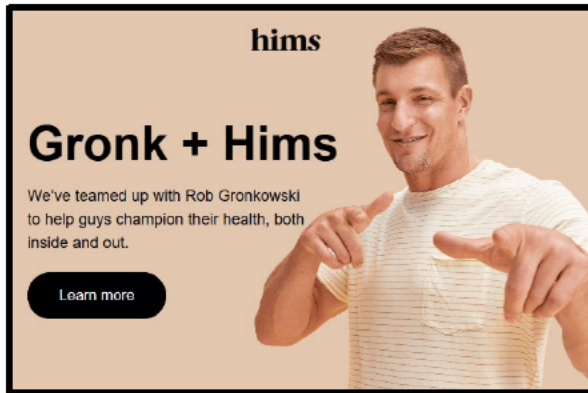
7 1.24 Many of those providers, including Defendants David Brent Joye, MD,
8 Gregory Mabry, PsyD, LCSW, PMHNP, and James Ries, DO, have availed themselves of
9 the Interstate Medical Licensure Compact and Nurse Licensure Compact to obtain medical
10 and nursing licenses in dozens of states through the mail or online.

11 1.25 Those providers have churned out Hims’ prescriptions to Hims’ subscribers
12 across the country from the comfort of their own home offices, largely without video or audio
13 interaction with their supposed “patients,” and with no, or at a minimum, wholly inadequate,
14 oversight, supervision, or accountability.

15 1.26 Hims then charges their supposed “patients” and ships the prescribed pills
16 from facilities operated by another group of entities tightly controlled by Hims, often set to
17 automatically refill, again, without an interview to collect relevant medical history, an
18 appropriate or adequate assessment, or even an audio or video consultation. These facilities
19 provide “prescription fulfillment services *solely* to Hims & Hers customers.”

20 1.27 Hims uses this arrangement to purport to “practice medicine” through its web
21 platform in every state in the country, even in states, like Washington, where the form of
22 “telemedicine” Hims purports to practice is patently illegal, unethical, and violates the
23 relevant standard of care. Hims “providers” are prescribing pills based on written responses
24 to web-based questionnaires and web-based chats alone. This system leaves Hims’ so-called
25 “patients” at a severe risk of harm.
26

1.28 Founded in 2017, the entity that is now Hims & Hers Health, Inc. started out “treating” consumers via telehealth for erectile dysfunction and hair loss, marketing aggressively toward young men through social media and high profile endorsements from



celebrity influencers, including Jennifer Lopez, Alex Rodriguez, Miley Cyrus, Kristen Bell, and Rob Gronkowski, several of whom, upon information and belief, received equity in the company in exchange for endorsing the Hims brand.

1.29 In July 2020, as it ramped up to an IPO that would make hundreds of millions of dollars for its founders, none of whom have any medical experience or training,¹ Hims announced “an expansion of [its] mental healthcare offering, enabling one-to-one access to a licensed mental health provider for treatment of anxiety and depression,” “across the U.S.”

1.30 In the announcement, Hims touted the credentials of its “suite of experts” leading its new offerings and specifically “Dr. Steven Powell, our Clinical Specialty Advisor for our mental health offerings.”

1.31 A few years later, this alleged “expert,” Dr. Powell, would plead guilty to a \$1.9 million health care fraud and lose or surrender his medical license in every state in which he was licensed to practice.

1.32 Powell’s guilty plea was connected to his involvement in a scheme spanning from December 2018 through February 2019 to “defraud Medicare by prescribing durable

¹ Andrew Dudum is a classically trained cellist and graduate of the Wharton School of the University of Pennsylvania. Hilary Coles earned an MBA from the Kellogg School of Management – Northwestern University. Jack Abraham, like Dudum, attended the Wharton School and has bragged about designing his own major there in Technological Entrepreneurship. Joe Spector is a former investment banker at J.P. Morgan who later earned his MBA from the Wharton School.

1 medical equipment without ever seeing, speaking to, or otherwise examining patients,” in
2 return for kickbacks from various telemedicine companies.²

3 1.33 At the same time Powell was perpetrating that scheme, as a registered owner
4 of multiple Hims’ AMGs in at least four states, he was helping to perpetuate another one. In
5 the months and years that followed, Powell’s stake and involvement in Hims and its
6 operations would only grow.

7 1.34 Powell became such an integral cog in Hims’ scheme that during his tenure
8 with the company, he was the registered owner of Hims-affiliated AMGs registered to do
9 business, and purportedly practicing medicine, in at least thirty-nine different states.

10 1.35 Upon information and belief, in 2022 and 2023, Powell and one other Hims-
11 affiliated physician, Defendant Brian K. Williams, MD, were the only active owners of the
12 majority of Hims’ AMGs, purportedly handling all the practice management duties for Hims’
13 entire nationwide operations of hundreds, if not thousands, of physicians and nurses.

14 1.36 Shortly after touting its planned expansion into mental healthcare, Hims went
15 public through an expedited process, riding its new mental health services to a valuation of
16 \$1.6 billion, reportedly the second fastest company to achieve a \$1 billion valuation in US
17 history.

18 1.37 While its founders and investors made hundreds of millions of dollars, Hims’
19 rush into mental telehealth services had deadly consequences for Luke and devastating
20 consequences for his family.

21 1.38 Luke’s parents bring this action pursuant to the laws of the State of
22 Washington, including RCW 4.20.010-060, RCW 7.70 *et seq.*, RCW 4.24.010, and RCW
23 19.86 *et seq.*, to hold the Defendants named herein accountable for their roles in Luke’s
24 wrongful death, and to seek all damages and remedies recoverable under the law.
25
26

² See <https://www.justice.gov/usao-nh/pr/doctor-pleads-guilty-19m-medicare-fraud-scheme>.

II. PARTIES, JURISDICTION, & VENUE

2.1 Plaintiffs Colleen M. Tyler and John D. Tyler are the surviving parents of Luke M. Tyler. They reside in Redmond, King County, Washington.

2.2 Decedent Luke M. Tyler was the son of Colleen M. Tyler and John D. Tyler and the brother of Joshua Tyler. At the time of his death, he was a 19-year-old freshman at Washington State University.

2.3 On January 31, 2023, under King County Superior Court Cause No. 23-4-00856-9 SEA, the King County Superior Court appointed Plaintiffs as Co-Personal Representatives of the Estate of Luke M. Tyler (the “Estate”).

2.4 Pursuant to RCW 4.20, *et seq.*, Plaintiffs, as Co-Personal Representatives of the Estate of Luke M. Tyler, represent the rights and interests of the Estate and all statutory wrongful death beneficiaries. Colleen M. Tyler, John D. Tyler, and Joshua Tyler are each statutory wrongful death beneficiaries.

2.5 Defendant Hims & Hers Health, Inc. is a publicly traded corporation incorporated under the laws of Delaware with its principal place of business located at 2269 Chestnut Street #523, San Francisco, California. Defendant Hims & Hers Health, Inc. has a presence and does business throughout the State of Washington, including in King County.

2.6 Defendant Hims & Hers Health, Inc. was formed in 2020 following a merger of: a Cayman Islands-incorporated company, Oaktree Acquisition Corp.; a Delaware-incorporated corporation, Rx Merger Sub, Inc.; and a Delaware-incorporated corporation, Hims, Inc. Shortly after its formation, in January 2021, Hims & Hers Health, Inc. undertook an IPO through a reverse merger. A reverse merger is a process that allows a company to go public quicker and less expensively than a traditional IPO but can present a lack of transparency and overlooked details due to less time to perform due diligence. Upon information and belief, the founders of Hims chose to go public through a reverse merger

1 because the process involved little to no oversight, which may have revealed the
2 dangerousness of its business enterprise.

3 2.7 Defendant Hims & Hers Health, Inc. also is the “primary beneficiary” of a
4 web of variable interest entities created at its direction. A variable interest entity is an entity
5 that another entity does not technically own but controls through other means such as a
6 contract.

7 2.8 Defendant Hims & Hers Health, Inc.’s variable interest entities include:
8 (1) what it dubs “Affiliated Medical Groups”—“professional corporations or other
9 professional entities owned by licensed physicians and that engaged licensed healthcare
10 professionals (physicians, physicians assistants, nurse practitioners, and mental health
11 providers) . . . to provide consultation services”; and (2) Defendant XeCare LLC, which is a
12 “licensed mail order pharmac[y] providing prescription fulfillment solely to [Hims & Hers
13 Health, Inc.] customers.”

14 2.9 Defendants Hims & Hers Health, Inc., Hims, Inc. d/b/a Hims Health and
15 Wellness Company, XeCare LLC, XeCare Holdings, Inc., You Health of Texas, P.A., You
16 Health of Nebraska, P.C., Human Health of Nebraska, P.C., You Health of California, P.C.,
17 You Health of Hawaii, P.C., You Health of Alaska, P.C., You Health Williams of Nevada,
18 P.C., You Health of New Jersey, P.C., You Health of Kansas, P.A., and Defendants Doe
19 Corporations 1-5 are collectively referred to in this Complaint as the “Hims Entity
20 Defendants.”

21 2.10 Defendants David Brent Joye, MD, Gregory Mabry, PsyD, LCSW, PMHNP,
22 James P. Ries, DO, Steven W. Powell, Laura E. Purdy, MD, and Brian K. Williams, MD are
23 collectively referred to in this Complaint as the “Hims Individual Defendants.”

24 2.11 The Hims Entity Defendants and the Hims Individual Defendants are
25 collectively referred to in this Complaint as the “Hims Defendants.”
26

1 2.12 Defendant David Brent Joye, MD, is a psychiatrist who resides in Tennessee.
2 Defendant Joye was one of the Hims “providers” who purported to provide Luke medical
3 care during the continuing course of Luke’s mental health treatment through the Hims
4 platform. He first interacted with Luke on August 28, 2022, deceptively representing to Luke
5 that “I am a board certified psychiatrist and I’m here to make sure you receive the treatment
6 that is right for you.” Despite those representations—which, upon information and belief,
7 were intended to reassure Luke that he was interacting with licensed medical professionals
8 authorized and qualified to practice medicine in Washington and treat Luke online—
9 Defendant Joye was not licensed to practice medicine in Washington at the time. Further,
10 upon information and belief, despite his representations to Luke, Defendant Joye failed to
11 take any actions following his message to “make sure” Luke received the treatment that was
12 “right for” him. Upon information and belief, Defendant Joye had responsibilities, but failed,
13 to adequately train and/or supervise at least some of the “providers” who purported to provide
14 continuing mental health care to Luke. At all relevant times, Defendant Joye was acting as
15 an agent and/or ostensible agent and within the scope of his agency and/or ostensible agency
16 with and for the Hims Entity Defendants.

17 2.13 Defendant Gregory Mabry, PsyD, LCSW, PMHNP, is an Advanced
18 Registered Nurse Practitioner, licensed to practice in the State of Washington, who resides in
19 Texas. Defendant Mabry was one of the Hims “providers” who purported to provide Luke
20 medical care during the continuing course of Luke’s mental health treatment through the
21 Hims platform. At all relevant times, Defendant Mabry was acting as an agent and/or
22 ostensible agent and within the scope of his agency and/or ostensible agency with and for the
23 Hims Entity Defendants.

24 2.14 Defendant James P. Ries, DO, is a family medicine doctor who resides in
25 Florida, with a temporary license to practice medicine in the State of Washington and at least
26 28 other states. Defendant Ries was one of the Hims “providers” who purported to provide

1 Luke medical care during the continuing course of Luke’s mental health treatment through
2 the Hims platform. At all relevant times, Defendant Ries was acting as an agent and/or
3 ostensible agent and within the scope of his agency and/or ostensible agency with and for the
4 Hims Entity Defendants.

5 2.15 Defendant Steven W. Powell, a resident of the State of Georgia, is a former
6 psychiatrist who lost or surrendered his medical license in at least thirty states after pleading
7 guilty to federal health care fraud charges in 2023. At all relevant times, Defendant Powell
8 served as Hims’ “Clinical Specialty Advisor” in the area of mental health, including when
9 the company publicly launched its mental health platform. At all relevant times, Defendant
10 Powell served various roles within Hims’ Affiliated Medical Groups, including as the
11 registered owner of Hims-affiliated AMGs registered to do business, and purportedly
12 practicing medicine, in at least thirty-nine different states. Upon information and belief, in
13 2022 and 2023, Defendant Powell was one of only two active owners of the majority of Hims’
14 AMGs.

15 2.16 Defendant Laura E. Purdy, MD, is a family medicine doctor who resides in
16 Florida. Although she has publicly bragged about being licensed to practice medicine in all
17 fifty states and the District of Columbia, Defendant Purdy had her license suspended in at
18 least twenty-five states after the Mississippi Board of Medical Licensure suspended her
19 medical license following an investigation into a physician complaint that she was
20 prescribing medications via instant message and patient-completed questionnaires with no
21 audio or video contact with her patients, in violation of the Medical Practice Act. Defendant
22 Purdy served various roles within Hims’ AMGs, including as one of the first registered
23 owners of Hims-affiliated AMGs registered to do business, and purportedly practicing
24 medicine, in at least twenty-nine different states.

25 2.17 Defendant Brian K. Williams, MD, is a physician and Hims & Hers Health,
26 Inc.’s Senior Vice President of Medical Affairs. He is a resident of the State of Texas.

1 Defendant Williams also serves various roles within Hims' AMGs and is one of the few
2 individuals to own, operate, manage, and hold roles within the sprawling web of Hims'
3 AMGs. Upon information and belief, in 2022 and 2023, Defendant Williams was one of only
4 two active owners of the majority of Hims' AMGs. Defendant Williams has been the
5 registered owner of Hims-affiliated AMGs registered to do business, and purportedly
6 practicing medicine, in at least thirty-two different states.

7 2.18 Each of the Hims Individual Defendants conspired and/or acted in concert
8 with the other Hims Defendants to design, supervise, direct, facilitate, aid and abet, enable,
9 advance, approve, further, and/or personally profit from the dangerous scheme alleged herein.

10 2.19 Defendant Hims, Inc. d/b/a Hims Health and Wellness Company ("Hims,
11 Inc.") is a wholly owned subsidiary, and alter ego, of Hims & Hers Health, Inc., incorporated
12 in Delaware, and shares a principal office address in San Francisco, California with Hims &
13 Hers Health, Inc. Defendant Hims, Inc. has a presence, is registered, and does business
14 throughout the State of Washington, including in King County. Hims, Inc. preceded Hims
15 & Hers Health, Inc. and existed before and after Hims & Hers Health, Inc. became a publicly
16 traded company.

17 2.20 Defendant XeCare LLC is a Delaware-organized limited liability company
18 registered to do business in the State of Washington. XeCare LLC is a variable interest entity
19 of Hims & Hers Health, Inc., and was created at the direction of, and is controlled by, Hims
20 & Hers Health, Inc. XeCare LLC's principal place of business is in Ohio, where it operates
21 a 300,000 square foot facility that "provides prescription fulfillment services solely to Hims
22 & Hers customers" throughout the United States, including throughout the State of
23 Washington and in King County. XeCare LLC has listed its principal contact information as
24 "entities@forhims.com" in Washington Secretary of State filings.

25 2.21 Defendant XeCare Holdings, Inc. is incorporated under the laws of Delaware
26 and shares its principal address with XeCare LLC in New Albany, Ohio, and is XeCare LLC's

1 sole governor. According to public filings, XeCare Holdings Inc.’s officers and directors are
2 Melissa Baird, Oluyemi Okupe, and Soleil Boughton, who have served, respectively, as Hims
3 & Hers Health, Inc.’s Chief Operating Officer, Chief Financial Officer, and Chief Legal
4 Officer and Corporate Secretary. Defendant XeCare Holdings, Inc. was created at the
5 direction of, and is controlled by, Hims & Hers Health, Inc.

6 2.22 Defendant You Health of Texas, P.A. d/b/a You Health of Texas, P.C. (“You
7 Health of Texas, P.A.”) is a Texas-based professional association registered to do business
8 in the State of Washington. You Health of Texas, P.A. is a variable interest entity and an
9 AMG of Hims & Hers Health, Inc. and shares a principal office address in San Francisco,
10 California with Hims & Hers Health, Inc. Defendant Williams is its sole director. At all
11 relevant times, You Health of Texas, P.A. has been a mere alter ego controlled and used by
12 Hims & Hers Health, Inc. to fraudulently circumvent the corporate practice of medicine
13 doctrine, which prohibits unlicensed persons from owning businesses that provide health care
14 through licensed professionals.

15 2.23 Defendant You Health of Nebraska, P.C. is a Nebraska-based professional
16 service corporation registered to do business in the State of Washington. You Health of
17 Nebraska, P.C. is a variable interest entity and an AMG of Hims & Hers Health, Inc. and
18 shares a principal office address in San Francisco, California with Hims & Hers Health, Inc.
19 Defendant Williams is one of its governors. At all relevant times, You Health of Nebraska,
20 P.C. has been a mere alter ego controlled and used by Hims & Hers Health, Inc. to
21 fraudulently circumvent the corporate practice of medicine doctrine.

22 2.24 Defendant Human Health of Nebraska, P.C. was a Nebraska-based
23 professional service corporation registered to do business in the State of Washington.
24 Human Health of Nebraska, P.C. was purportedly dissolved on July 24, 2023, following
25 Defendant Powell’s guilty plea to federal health care fraud charges and after he had his
26 Nebraska medical license revoked. Defendant Powell was the sole governor of Human

1 Health of Nebraska, P.C. when it was incorporated in 2021. At all relevant times, prior to its
2 dissolution, Human Health of Nebraska, P.C. was a variable interest entity and an AMG of
3 Hims & Hers Health, Inc. and shared a principal office address in San Francisco, California
4 with Hims & Hers Health, Inc. At all relevant times, Human Health of Nebraska, P.C. was a
5 mere alter ego controlled and used by Hims & Hers Health, Inc. to fraudulently circumvent
6 the corporate practice of medicine doctrine.

7 2.25 Defendant You Health of California, P.C. is a California-based professional
8 service corporation. You Health of California, P.C. is a variable interest entity and an AMG
9 of Hims & Hers Health, Inc. and shares a principal office address in San Francisco, California
10 with Hims & Hers Health, Inc. Defendant Williams is the President, Chief Financial Officer,
11 and Chief Executive Officer of You Health of California, P.C. At all relevant times, You
12 Health of California, P.C. has been a mere alter ego controlled and used by Hims & Hers
13 Health, Inc. to fraudulently circumvent the corporate practice of medicine doctrine.

14 2.26 Defendant You Health of Hawaii, P.C. is a Hawaii-based professional service
15 corporation. You Health of Hawaii, P.C. is a variable interest entity and an AMG of Hims &
16 Hers Health, Inc. and shares a principal office address in San Francisco, California with Hims
17 & Hers Health, Inc. When it was formed in 2019, Defendant Williams was You Health of
18 Hawaii, P.C.'s President, Secretary, and Treasurer. Defendant Williams is now You Health
19 of Hawaii, P.C.'s President, Treasurer, and one of its two Directors. At all relevant times,
20 You Health of Hawaii, P.C. has been a mere alter ego controlled and used by Hims & Hers
21 Health, Inc. to fraudulently circumvent the corporate practice of medicine doctrine.

22 2.27 Defendant You Health of Alaska, P.C. is an Alaska-based professional service
23 corporation. You Health of Alaska, P.C. is a variable interest entity and an AMG of Hims &
24 Hers Health, Inc. and shares a principal office address in San Francisco, California with Hims
25 & Hers Health, Inc. When it was formed in 2020, Defendant Williams was You Health of
26 Alaska, P.C.'s President, Vice President, Secretary, and Treasurer. Defendant Williams is

1 now You Health of Alaska, P.C.'s President, Treasurer, and one of its two Directors and
2 shareholders. At all relevant times, You Health of Alaska, P.C. has been a mere alter ego
3 controlled and used by Hims & Hers Health, Inc. to fraudulently circumvent the corporate
4 practice of medicine doctrine.

5 2.28 Defendant You Health Williams of Nevada, P.C. is a Nevada-based
6 professional service corporation. You Health Williams of Nevada, P.C. is a variable interest
7 entity and an AMG of Hims & Hers Health, Inc. and shares a principal office address in San
8 Francisco, California with Hims & Hers Health, Inc. When it was founded in 2019, You
9 Health Williams of Nevada, P.C.'s President, Secretary, Treasurer, and sole Director was
10 Defendant Laura Purdy, MD. In 2022, Defendant Williams assumed all of these roles and
11 remained in such roles until at least 2023. At all relevant times, You Health Williams of
12 Nevada, P.C. has been a mere alter ego controlled and used by Hims & Hers Health, Inc. to
13 fraudulently circumvent the corporate practice of medicine doctrine.

14 2.29 Defendant You Health of New Jersey, P.C. is a New Jersey-based professional
15 service corporation. You Health of New Jersey, P.C. is a variable interest entity and an AMG
16 of Hims & Hers Health, Inc. and shares a principal office address in San Francisco, California
17 with Hims & Hers Health, Inc. When it was founded in 2020, You Health of New Jersey,
18 P.C.'s sole manager and President was Defendant Purdy. In 2022, Defendant Williams
19 became its sole manager and President. At all relevant times, You Health of New Jersey,
20 P.C. has been a mere alter ego controlled and used by Hims & Hers Health, Inc. to
21 fraudulently circumvent the corporate practice of medicine doctrine.

22 2.30 Defendant You Health of Kansas, P.A. is a Kansas-based professional
23 association. You Health of Kansas, P.A. is a variable interest entity and an AMG of Hims &
24 Hers Health, Inc. and shares a principal office address in San Francisco, California with Hims
25 & Hers Health, Inc. When it was founded in 2020, You Health of Kansas, P.A.'s sole director
26 was Defendant Purdy. Currently, Defendant Williams is its sole director, member,

1 shareholder, President, Treasurer, and Secretary. At all relevant times, You Health of Kansas,
2 P.A. has been a mere alter ego controlled and used by Hims & Hers Health, Inc. to
3 fraudulently circumvent the corporate practice of medicine doctrine.

4 2.31 Defendants Doe Corporations 1-5 are professional service corporations
5 which, at all relevant times, have been variable interest entities and AMGs of Hims & Hers
6 Health, Inc. created at the direction of and tightly controlled by Hims to enable Hims to
7 purport to practice medicine throughout the United States, including in the State of
8 Washington. At all relevant times, Defendants Doe Corporations were mere alter egos
9 controlled and used by Hims & Hers Health, Inc. to fraudulently circumvent the corporate
10 practice of medicine doctrine. Despite a reasonable inquiry and exercising due diligence,
11 Plaintiffs have been unable to ascertain the true names and identities of Defendants Doe
12 Corporations 1-5 based on the limited publicly available information concerning those
13 entities and the byzantine business structure Hims has developed, *inter alia*, to skirt the
14 corporate practice of medicine doctrine. At all relevant times, Defendants Doe Corporations
15 1-5 conspired and/or acted in concert with the other Hims Defendants to design, supervise,
16 direct, facilitate, aid and abet, enable, advance, approve, further, market, advertise, and/or
17 profit from the dangerous scheme alleged herein.

18 2.32 At all relevant times, Hims & Hers Health, Inc. has controlled and directed all
19 the other Hims Entity Defendants, its alter egos, and has used them as part of a single
20 enterprise to purport to provide telehealth services and prescribe medication throughout the
21 United States, including the State of Washington, and generate revenue and profits for Hims
22 & Hers Health, Inc. in violation of the corporate practice of medicine doctrine.

23 2.33 At all relevant times, each of the Hims Entity Defendants conspired and/or
24 acted in concert with each other and the other Hims Defendants to design, supervise, direct,
25 facilitate, aid and abet, enable, advance, approve, further, market, advertise, and/or profit
26 from the dangerous scheme alleged herein.

1 2.34 At all relevant times, upon information and belief, each of the Hims Entity
2 Defendants serving as AMGs for Hims & Hers Health, Inc. contracted with and/or employed,
3 and failed to adequately train and/or supervise at least some of the “providers” who purported
4 to provide continuing mental health care to Luke through the Hims platform.

5 2.35 Defendant Theta Chi Fraternity, Inc. (“Theta Chi”) is a New York non-profit
6 corporation with its principal place of business located in Indiana. At all relevant times,
7 Theta Chi has regularly transacted business throughout the State of Washington and in King
8 County, including by and through The Alpha Omicron Chapter, an unincorporated
9 association in which Theta Chi is, and at all material times has been, the controlling member.
10 Despite regularly transacting business in, and deriving substantial revenue from residents of,
11 the State of Washington, Theta Chi is not registered to conduct business in the State.

12 2.36 Defendant The Alpha Omicron Chapter (“Alpha Omicron” or the “Chapter”)
13 of the Theta Chi Fraternity is a Washington-based unincorporated association chartered,
14 governed, managed, and controlled by its principal member and alter ego, Defendant Theta
15 Chi. Alpha Omicron’s principal place of business is in Pullman, Washington.

16 2.37 Defendant Theta Chi Building Association is a Washington non-profit
17 corporation with its principal place of business located at 225 NE Olsen Street, Pullman,
18 Washington 99163. At all relevant times, Defendant Theta Chi Building Association owned
19 and exercised control over the operations and activities inside of the fraternity house located
20 at 845 NE C Street, Pullman, Washington 99163 (the “fraternity house”). At all relevant
21 times, since its incorporation in 1924, Defendant Theta Chi Building Association has
22 “derive[d] its rights and powers from The Theta Chi Fraternity incorporated in the State of
23 New York.” *See* Theta Chi Building Association’s 1924 Articles of Incorporation.

24 2.38 Defendants Theta Chi, Alpha Omicron, and Theta Chi Building Association
25 are collectively referred to herein as the “Fraternity Defendants.”
26

1 2.39 At all relevant times, the Fraternity Defendants have been alter egos of each
2 other, operating as part of a single enterprise governed, managed, and controlled by Theta
3 Chi to generate revenue, membership, and influence for Theta Chi, and to evade or lessen
4 financial responsibility for claims and creditors likely to arise from the dangerous misconduct
5 of its members and its Pullman chapter, including hazing.

6 2.40 Defendant Conner Kilcup is a resident of King County, Washington. At all
7 relevant times, Defendant Kilcup was a member of Theta Chi and Alpha Omicron. In Fall
8 2022, while Luke was pledging Alpha Omicron and Theta Chi, Defendant Kilcup served as
9 one of the pledge marshals for Luke's pledge class. In that role, Defendant Kilcup authorized,
10 directed, led, requested, commanded, participated in, facilitated, aided and abetted,
11 knowingly permitted, conspired in, failed to prevent or intervene to stop, and/or ratified the
12 hazing of Luke during the months and weeks leading up to his tragic, wrongful death.
13 Defendant Kilcup was at all relevant times acting as an agent and within the scope of his
14 agency with and for the Fraternity Defendants.

15 2.41 Defendant Casey Steele is a resident of King County, Washington. At all
16 relevant times, Defendant Steele was a member of Theta Chi and Alpha Omicron. In Fall
17 2022, while Luke was pledging Alpha Omicron and Theta Chi, Defendant Steele served as
18 one of the pledge marshals for Luke's pledge class. In that role, Defendant Steele authorized,
19 directed, led, requested, commanded, participated in, facilitated, aided and abetted,
20 knowingly permitted, conspired in, failed to prevent or intervene to stop, and/or ratified the
21 hazing of Luke during the months and weeks leading up to his tragic, wrongful death.
22 Defendant Steele was at all relevant times acting as an agent and within the scope of his
23 agency with and for the Fraternity Defendants.

24 2.42 The Superior Court of King County, Washington has jurisdiction over this
25 subject matter pursuant to RCW 2.08.010.
26

2.43 Venue is proper in this Court pursuant to RCW 4.12.025 as Plaintiffs and multiple Defendants reside and/or conduct and transact business in King County.

III. STATEMENT OF FACTS

Luke Tyler Was Beloved by Family and Friends

3.1 Luke Tyler was the beloved son of Colleen and John Tyler and the brother of Joshua Tyler. He was known for his compassion, determination, and generous hugs.

3.2 Luke was raised in Redmond, Washington, where he graduated from Woodinville High School in June 2022. During high school, Luke played JV and Varsity lacrosse and was awarded “The Best Peer Coach” for his work with neurodiverse students.

3.3 During the COVID-19 pandemic, while a high schooler, Luke began bodybuilding and, due to his commitment and work ethic, quickly excelled in the sport. He entered and won first place in the novice category for the Washington State Open competition. In addition to bodybuilding, Luke loved being on the water, including teaching kids to sail, lifeguarding, crabbing, and kayaking with friends and family.

3.4 He was a member of Holy Spirit Lutheran Church in Kirkland, where he organized donation drives and served meals to the less fortunate.

3.5 Upon graduation from Woodinville High School, Luke enrolled at WSU, where, inspired by his love for physical fitness, he began studying Kinesiology—the study of human movement—with the goal of becoming a physical therapist.

Hims’ Dangerous Rush Into Mental Health Care

3.6 Hims sought to “disrupt” the US healthcare system, exploiting factors such as “accelerating telemedicine deregulation” and the “rapid digitization of healthcare.”

3.7 According to Hims, other industries such as retail/commerce, tv/video/radio/music, hotels, payments, transportation, sports betting, and insurance had all been digitized, and the healthcare industry was ripe for the same.

1 3.8 Hims claimed its mission was to provide “fast” and “ubiquitous access” to
2 healthcare nationwide, namely through algorithms, to as many individuals as it could.

3 3.9 This “fast” and “ubiquitous access” included what Hims describes as “our
4 300,000 sq. ft. Ohio pharmacy” that it has used to send pills around the country as quickly as
5 possible.

6 3.10 The “Ohio pharmacy” is owned and operated by Defendant XeCare LLC,
7 which is an entity tightly controlled by Hims. The pharmacy “provides prescription
8 fulfillment services solely to Hims & Hers customers.”

9 3.11 On July 23, 2020, Hims announced it was expanding its mental health
10 offerings, “enabling one-to-one access to a licensed mental health provider for treatment of
11 anxiety and depression.”

12 3.12 In doing so, Hims enlisted a Senior VP of Behavioral Health to purportedly
13 join forces with Defendant Powell, then the Clinical Specialty Advisor for Hims’ mental
14 health offerings and, as detailed and alleged above, the owner and/or director of a litany of
15 Hims-controlled AMGs around the country.

16 3.13 In 2023, Defendant Powell was charged in the United States District Court for
17 the District of New Hampshire with health care fraud, in violation of 18 U.S.C. § 1347, that
18 took place beginning in 2018. He would later plead guilty to this charge.

19 3.14 In entering his guilty plea, Defendant Powell admitted that he:

20 a. accepted kickbacks through purported telemedicine staffing and
21 telemedicine companies that did business throughout the United States;

22 b. accepted those kickbacks in exchange for signing doctors’ orders and
23 for medically unnecessary durable medical equipment;

24 c. signed the doctors’ orders without a physical examination, without
25 speaking to the patients for whom he was prescribing the durable medical equipment,
26 and regardless of medical necessity;

1 d. most of the time, electronically signed the doctors' orders without even
2 reviewing the patient information; and

3 e. signed doctors' orders containing false statements.

4 3.15 In total, the doctors' orders that Powell signed were used to fraudulently bill
5 Medicare at least \$1,908,702, and Medicare paid providers approximately \$761,202 in
6 connection with those claims. As a result, Powell has had his medical license suspended,
7 surrendered, or revoked in at least thirty states, including Washington.

8 3.16 Upon information and belief, Hims has never disclosed those facts, or
9 Powell's integral role in Hims' operations, to its investors or shareholders, let alone its
10 targeted "subscribers" like Luke.

11 3.17 Instead, Hims quietly swapped in other physicians for Powell as the directors
12 or owners of the various AMGs he had owned or directed, and/or dissolved the AMGs all
13 together and formed new ones.

14 **The State of Washington Requires Health Care Professionals**
15 **Practicing Telemedicine to, at a Minimum, Interact with**
16 **their Patients through Video or Audio Means**

17 3.18 At all relevant times, RCW 70.41.020(16) has defined "Telemedicine" as "the
18 delivery of health care services through the use of interactive audio and video technology,
19 permitting real-time communication between the patient at the originating site and the
20 provider, for the purpose of diagnosis, consultation, or treatment."

21 3.19 RCW 70.41.020(16) has at all relevant times specified that "Telemedicine"
22 includes audio-only telemedicine, *but does not include facsimile or email.*"

23 3.20 In 2024, Washington reaffirmed that direct provider-patient communication
24 via either audio or video means is required to practice telemedicine in the State through the
25 enactment of the Uniform Telehealth Act, which makes clear "Telehealth" is "the use of
26 synchronous telecommunication technology by a practitioner to provide health care to a
patient at a different physical location than the practitioner" and "*does not include the use,*

1 *in isolation, of email, instant messaging, text messaging, or fax.”* RCW 18.134.010
2 (emphasis added).

3 3.21 In line with—but even before—the Legislature’s proclamation that
4 “Telemedicine” communications must be instantaneous and by video or audio rather than by
5 messaging, various Washington professional organizations and regulatory bodies have
6 expressly mandated that “Telemedicine” can only be practiced with instant, real-time video
7 and/or audio, and that purporting to practice telemedicine with only a questionnaire and
8 instant messaging—the entire foundation of Hims’ telemedicine practice in the State of
9 Washington, including from August 2022 through January 2023—does not and, in 2022-
10 2023, did not, meet the acceptable standard of care and, in fact, did not qualify as
11 “Telemedicine.”

12 3.22 For example, guidelines on the “Appropriate Use of Telemedicine” issued in
13 October 2014 by the Washington Medical Quality Assurance Commission—the state medical
14 board of Washington—warned: “When practicing Telemedicine, *a practitioner must*
15 *establish a practitioner-patient relationship with the patient,*” and “[p]atient completion of
16 *a questionnaire does not, by itself, establish a practitioner-patient relationship, and*
17 *therefore treatment, including prescriptions, based solely on a questionnaire does not*
18 *constitute an acceptable standard of care.*”

19 3.23 The October 2014 guidelines also emphasized that “[a]n appropriate history
20 and evaluation of the patient *must precede the rendering of any care, including provision*
21 *of prescriptions.*”

22 3.24 In 2021, the Washington Medical Quality Assurance Commission issued new
23 guidelines on the “Appropriate Use of Telemedicine.”

24 3.25 The 2021 guidelines—which were in effect when Hims targeted Luke and
25 then purported to provide “Telemedicine” services to him, including by prescribing and
26

1 sending him 180 bupropion pills in less than a month—instructed Washington providers,
2 among other things, that:

3 *Prior to providing treatment, including issuing prescriptions, a*
4 *practitioner who uses telemedicine should interview the patient to*
5 *collect the relevant medical history and perform a physical*
6 *examination, when medically necessary, sufficient for the*
7 *diagnosis and treatment of the patient.* A practitioner may not
8 delegate an appropriate history and physical examination to an
9 unlicensed person or to a licensed individual for whom that function
10 would be out of the scope of the license. Once a practitioner has
11 obtained a relevant medical history and performed a physical
12 examination, it is within the practitioner’s judgment to determine
13 whether it is medically necessary to obtain a history or perform a
14 physical examination at subsequent encounters. The technology
15 used in a telemedicine encounter must be sufficient to establish an
16 informed diagnosis as though the medical interview and physical
17 examination had been performed in person by the practitioner. An
18 on-line questionnaire does not constitute an acceptable medical
19 interview for the provision of treatment, including issuance of
20 prescriptions, by a practitioner. The standard of care requires
21 direct interaction with a licensed practitioner.

22 3.26 The 2021 guidelines also instructed that “[a] practitioner who uses
23 telemedicine should have access to, or adequate knowledge of, the nature and availability of
24 local medical resources, including emergency services, to provide appropriate follow-up care
25 to the patient following a telemedicine encounter.”

26 3.27 In 2021, Washington’s Nursing Care Quality Assurance Commission
27 (“NCQAC”) issued an advisory opinion regarding Telehealth Advanced Practice Nursing
28 Care Services.

29 3.28 The NCQAC concluded that advanced registered nurse practitioners
30 (“ARNPs”), like Defendant Mabry, “using telehealth to deliver care will be held to the same
31 standard as practitioners engaging in more traditional in-person care delivery, including the
32 requirement to meet all technical, clinical, confidentiality and ethical standards required by
33 law WAC 246-840-700.”

1 3.29 The NCQAC advised that “[s]ome elements of the standard of care applied to
2 telehealth include,” *inter alia*:

3 a. “***An appropriate history and evaluation of the patient must precede***
4 ***the rendering of any care, including provision of prescriptions***. Not all patient
5 situations will be appropriate for telehealth. Evaluating the adequacy and significance
6 of any surrogate examination remains the responsibility of the telehealth practitioner.”

7 b. “***Telehealth prescriptions entail the same professional***
8 ***accountability as prescriptions incident to an in-person contact.***”

9 c. “The ARNP should recognize that the legal risks performing telehealth
10 services may be higher because of the risk of error. The ARNP should consider what
11 they are trying to accomplish based on the individual/patient health care needs, safety,
12 and within their scope of practice. It is up to the ARNP, using nursing judgment, to
13 determine which patients and services are appropriate using telehealth services.”

14 3.30 The NCQAC warned that “[t]he ARNP is responsible and accountable for the
15 quality of nursing care using telehealth nursing services to clients, just like face-to-face care”
16 and that “[t]he ARNP must use nursing judgment to consider whether using telehealth
17 services is safe for the patient.”

18 3.31 Beginning January 1, 2021, pursuant to RCW 43.70.495, all licensed nurses
19 in Washington providing clinical services through telemedicine were required to take
20 telemedicine training.

21 3.32 Upon information and belief, Defendant Mabry did not complete the required
22 telemedicine training at any point before he purported to provide Luke mental health care and
23 prescribed him 180 pills of bupropion, with automatic quarterly refills, based only on a
24 questionnaire, in a blatant violation of the standard of care and in a negligent, grossly
25 negligent, reckless, and/or conscious disregard for Luke’s health and safety.
26

1 **Hims and its Tightly Controlled Affiliated Medical Groups and**
2 **Providers Prescribe and Ship Luke Bupropion Based on a Single Questionnaire**

3 3.33 On August 28, 2022, minutes after receiving a targeted Hims ad on Instagram,
4 Luke registered for a Hims account and began by filling out a questionnaire, beginning a
5 months-long, continuing course of “treatment” for his mental health through the Hims Entity
6 Defendants and their providers.

7 3.34 Defendant Joye, and/or a Hims Entity Defendant on behalf of and with notice
8 and authorization from Defendant Joye, first messaged Luke and told him that “I am a board
9 certified psychiatrist and I’m here to make sure you receive the treatment that is right for
10 you.”

11 3.35 Despite holding himself out to Luke as a “board certified psychiatrist,”
12 Defendant Joye was not licensed to practice medicine in Washington at the time, a fact, on
13 information and belief, that Joye and the Hims Entity Defendants deliberately, intentionally,
14 and/or recklessly failed to disclose to Luke.

15 3.36 On information and belief, Defendant Joye’s messages were calculated and
16 intended by Joye and the Hims Entity Defendants to assuage any concerns or reservations
17 Luke may have had about seeking mental health treatment from and through Hims and its
18 online “providers.”

19 3.37 For Luke, Defendant Joye’s messages had the intended effect.

20 3.38 Shortly after Defendant Joye’s message, Luke received a message thanking
21 him “for trusting Hims and Hers to meet your health and wellness needs. A provider is
22 reviewing your information and will message you here with any relevant follow up.”

23 3.39 Immediately following that message, a Hims Entity Defendant alerted his
24 Hims “providers” that “[t]he patient has sent an introduction and has asked any additional
25 questions here[.]”

26 3.40 Luke’s “introduction” to the Hims “providers” stated:

1 I've been wanted [sic] to look into medication for a while. Have a
2 past history of undiagnosed depression with *bad self harm habits* in
3 the past. I am looking for a healthier way to cope; without involving
an expensive therapist, or worrying my parents.

4 3.41 The Hims Entity Defendants and their "providers" were aware and on notice
5 that the "risk of suicidal thoughts increased in children and young adults who take
6 bupropion."

7 3.42 Yet, despite Luke's disclosure that he had "a past history of undiagnosed
8 depression with bad self harm habits," no one from any Hims Entity Defendant attempted to
9 directly interact with Luke or even ask a single follow up question about his "undiagnosed
10 depression" or "bad self harm habits."

11 3.43 Instead, 36 minutes after Luke posted the message disclosing his "past history
12 of undiagnosed depression with bad self harm habits," Defendant Mabry, and/or a Hims
13 Entity Defendant on Mabry's behalf with notice and authorization from Mabry, posted a
14 string of 17 messages.

15 3.44 In the first message, Defendant Mabry introduced himself as "Dr. Mabry a
16 psychiatric mental health nurse practitioner."

17 3.45 Mabry holds a Doctor of Psychology degree that he earned from a for-profit,
18 online university's online degree program, and he is not a physician.

19 3.46 Upon information and
20 belief, Defendant Mabry nonetheless
21 has deceptively held himself out as a
22 "Dr." in his interactions with
23 subscribers on the Hims platform, on
24 social media, and on vanity license
25 plates for his customized Subaru.



1 3.47 On information and belief, Mabry’s messages regarding his purported
2 credentials were calculated and intended by Mabry and the Hims Entity Defendants to
3 assuage any concerns or reservations Luke may have had about seeking mental health
4 treatment from Hims and its providers and purchasing and using the pills they would
5 prescribe, sell, and ship directly to him.

6 3.48 For Luke, Defendant Mabry’s messages had the intended effect.

7 3.49 In another message in the string, Defendant Mabry advised: “I have reviewed
8 your intake form and would like to help support your mental health needs. I see that you are
9 experiencing symptoms of mild depression, anger, and mild anxiety.”

10 3.50 Without asking Luke any additional questions, Defendant Mabry informed
11 him: “Based on the information you provided, I have developed your personal treatment plan,
12 I’m prescribing you Bupropion 150 mg.”

13 3.51 Three minutes later, Luke messaged Defendant Mabry: “Thank you for the
14 help Dr. Mabry. I appreciate your time.”

15 3.52 Less than 6 hours later, at approximately 6:00 a.m., Hims support notified
16 Luke that his first prescription was being processed and that “[t]his medical consultation is
17 now complete and we hope your treatment proves to be beneficial.”

18 3.53 This first prescription contained 90 days’ worth of bupropion pills and was set
19 to automatically refill quarterly, every three months, providing Luke—a 19-year-old
20 freshman with “bad self harm habits” away from home for the first time in his life—with
21 access to 360 days’ worth of bupropion pills.

22 3.54 Bupropion is a prescription drug used to treat major depressive disorder and
23 to prevent seasonal affective disorder.

24 3.55 Studies have shown that bupropion can increase the risk of suicidality in
25 adolescents (ages 13-19) and that adolescents who attempt self-harm with bupropion are at a
26

1 higher risk for serious morbidity and poor outcomes than adolescents who attempt self-harm
2 with other antidepressants.

3 3.56 In 2022, the warning label for Wellbutrin XL, bupropion hydrochloride
4 extended-release tablets, warned, *inter alia*:

5 **WARNING: SUICIDAL THOUGHTS AND BEHAVIORS**
6 **SUICIDALITY AND ANTIDEPRESSANT DRUGS**
7 Antidepressants increased the risk of suicidal thoughts and behavior in children,
8 adolescents, and young adults in short-term trials. These trials did not show an increase in
9 the risk of suicidal thoughts and behavior with antidepressant use in subjects over age 24;
10 there was a reduction in risk with antidepressant use in subjects aged 65 and older *[see*
11 *Warnings and Precautions (5.1)]*.
12 In patients of all ages who are started on antidepressant therapy, monitor closely for
worsening, and for emergence of suicidal thoughts and behaviors. Advise families and
caregivers of the need for close observation and communication with the prescriber *[see*
Warnings and Precautions (5.1)].

13 3.57 Despite those warnings, none of the Hims Entity Defendants nor any of their
14 “providers” appropriately or closely monitored or observed Luke for “worsening,”
15 “emergence of suicidal thoughts and behaviors,” or anything else.

16 3.58 Indeed, none of the Hims Entity Defendants nor any of their “providers” even
17 checked in on or interacted with Luke until a month later, on September 27, 2022, when Luke
18 completed a “psychiatric check in,” which consisted of nothing more than another
19 questionnaire.

20 3.59 In the second questionnaire, Luke noted that he had not seen an improvement
21 in his symptoms since starting bupropion and wrote: “Don’t feel a lot different. But been
22 more irritable lately.”

23 3.60 Defendant Mabry—without an appropriate or adequate assessment or even a
24 consultation by video or audio means, or otherwise—responded by doubling Luke’s
25 bupropion dose, from 150 mg/day to 300 mg/day.
26

1 3.61 Because he was incentivized and, on information and belief, directed by, Hims
2 to fill and pump out as many prescriptions as possible, rather than instructing Luke to take
3 two 150 mg pills a day until they ran out, Defendant Mabry filled a new prescription for Luke
4 for 90 days' worth of 300 mg Bupropion, set to automatically refill quarterly, every three
5 months.

6 3.62 Even Luke recognized it was odd that Defendant Mabry was doubling his
7 dosage and sending him 90 more bupropion pills, messaging Hims and Defendant Mabry
8 shortly after midnight on September 28, 2022, to ask: "Do I just take two pills every day for
9 the 300mg dose?"

10 3.63 On September 29, 2025, another Hims "provider," Defendant James P. Ries,
11 DO, messaged to introduce himself: "Hello! My name is James Ries and I'm a board-certified
12 Family Medicine physician licensed in your state. It is my pleasure helping you today."

13 3.64 Without conducting any further history or assessment, or interacting or
14 consulting with Luke via video or audio means, Defendant Ries messaged Luke that he could
15 "either take 2 pills of 150mg or the one pill of the 300 mg dosing."

16 3.65 None of the Hims Defendants had any interaction with Luke for the next 47
17 days, despite Luke recently starting a new medication known to potentially increase the risk
18 of suicidality in adolescents, and despite the fact that they had recently doubled Luke's dose
19 of that medication after purportedly determining on September 27, 2022, in Defendant
20 Mabry's words, "[i]t seems as if you've been dealing with daily symptoms depression. [sic]
21 and anxiety but current does [sic] of Bupropion 150mg/dose has had little to no effect over
22 time."

23 3.66 On November 15, 2022, Luke messaged: "Hello, the meds seemed to make
24 my conditions worse and I have been off of them for about a month now and would like to
25 cancel my subscription how can i [sic] do that?"
26

1 3.67 Despite knowing and/or being on notice that: Luke’s now-worsening
2 “conditions” included “*bad self harm habits*”; bupropion had the potential to increase the
3 risk of suicidality in adolescents, like Luke; they had prescribed and sent Luke a total of 180
4 bupropion pills; and Luke likely still had most of those 180 pills, still, no Hims “provider”
5 conducted any further assessment, nor asked or attempted to interact directly with Luke by
6 audio or video means.

7 3.68 Nor did any Hims Entity Defendants or any Hims “providers” warn Luke
8 about the dangers of having that many bupropion pills at his disposal, particularly given his
9 disclosed “*past history of undiagnosed depression with bad self harm habits in the past.*”

10 3.69 Instead, on November 15, 2022, Defendant Ries introduced himself to Luke
11 again with the same message he and Hims sent Luke on September 29, 2022: “Hello! My
12 name is James Ries and I’m a board-certified Family Medicine physician licensed in your
13 state. It is my pleasure helping you today.”

14 3.70 Without conducting any further assessment, or interacting or consulting with
15 Luke via video or audio means, Defendant Ries messaged Luke: “I understand that you may
16 like to cancel. Since you have been off the medications you should not need to taper.
17 However if you have been taking them please taper as follows. Guidelines recommend a
18 short taper of your medication between 2 and 4 weeks. Please reduce your dose in half each
19 week until you are out of medication. Studies have shown that a taper can reduce possible
20 side-effects caused by stopping the medication abruptly.”

21 3.71 Thereafter, none of the Hims “providers” had any further contact with Luke
22 despite the fact that they had prescribed and sent Luke 180 bupropion pills and knew and
23 were on notice that most of the bupropion was in Luke’s possession, that he had a history of
24 “bad self harm habits,” and that the bupropion Hims and its “providers” had prescribed had
25 made his symptoms “worse.”
26

1 3.72 The interrelated series of negligent—and, indeed, grossly negligent and/or
2 reckless—acts during Luke’s “treatment” by the Hims Entity Defendants and their
3 “providers,” which continued until his death, included, *inter alia*: (1) purporting to provide
4 him mental health “treatment” via telemedicine based only on a written, web-based
5 questionnaire, and without an interview to collect relevant medical history, an appropriate or
6 adequate assessment, or even any audio or video, let alone face-to-face, interaction, in
7 violation of Washington law and the standard of care; (2) prescribing and sending him
8 bupropion, despite its potential to increase the risk of suicidality in adolescents, like Luke,
9 including without an interview to collect relevant medical history, an appropriate or adequate
10 assessment, real-time audio or video consultation, or any inquiry or follow-up regarding his
11 self-reported self-harm habits; (3) failing to properly assess, diagnose, and treat Luke’s
12 mental health condition; (4) failing to closely observe or communicate with Luke after
13 prescribing and sending him bupropion; (5) doubling Luke’s bupropion dosage and his
14 bupropion supply without an interview to collect relevant medical history, an appropriate or
15 adequate assessment, real-time audio or video consultation, or any inquiry or follow-up
16 regarding his self-reported self-harm habits; (6) failing to appropriately or closely monitor or
17 observe Luke after prescribing and sending him bupropion for “worsening,” “emergence of
18 suicidal thoughts and behaviors,” or anything else; (7) failing to follow up with Luke in any
19 form after Luke informed them that bupropion was making his conditions, which included
20 self-harm, worse; and (8) despite knowing and being on notice that Luke’s reportedly
21 worsening “conditions” included “bad self harm habits” and being on notice that Luke likely
22 still had most of the 180 bupropion pills Hims had prescribed and sent him, failing to ask or
23 attempt to interact directly with Luke by audio or video means or otherwise warn Luke about
24 the dangers of having that many bupropion pills at his disposal.

25 3.73 The series of interrelated acts, which were committed in a negligent, grossly
26 negligent, reckless, and/or conscious disregard for Luke’s health and safety, Washington law,

1 and the standard of care—increased the foreseeable risk of harm to Luke, including the
2 foreseeable risk that he would engage in self-harm habits, including suicide, using the
3 bupropion the Hims Entity Defendants and their “providers” had prescribed, sent, and
4 “treated” him with. These same acts were a direct and proximate cause of Luke’s death.

5 3.74 That foreseeable risk of self-harm became a tragic reality, when, on January
6 22, 2023, Luke took much of the remaining Hims-prescribed and supplied bupropion and
7 died by suicide.

8 3.75 A toxicology report taken after Luke’s death measured the level of bupropion
9 in his system as 11,000 ng/mL. A toxic level of bupropion is 400 ng/ml.

10 **Washington State’s Laws and WSU’s Safety Regulations Prohibit Hazing**

11 3.76 It is widely known in the fraternity industry and among institutions of higher
12 education that young people seeking the benefits of joining a group are susceptible to hazing.

13 3.77 Because of the growing acknowledgement of the dangers of hazing, the State
14 of Washington has made hazing illegal in colleges and universities.

15 3.78 Washington state law and WSU’s Administrative Regulations (“Safety
16 Regulations”) make it illegal and wrongful for fraternities to haze.

17 3.79 At all relevant times, Washington’s anti-hazing law, RCW 28B.10.901,
18 prohibited hazing and provided, in relevant part:

19 (1) No student, or other person in attendance at any public
20 or private institution of higher education, or any other
21 postsecondary educational institution, may conspire to engage in
hazing or participate in hazing of another.

22 *****

23 (3) Any organization, association, or student living group that
24 knowingly permits hazing is strictly liable for harm caused to
25 persons or property resulting from hazing. If the organization,
26 association, or student living group is a corporation whether
for profit or nonprofit, the individual directors of the corporation
may be held individually liable for damages.

1 3.80 At all relevant times, Washington’s anti-hazing law, RCW 28B.10.900,
2 defined hazing, in pertinent part, as follows:

3 [A]ny act committed as part of a person’s recruitment, initiation,
4 pledging, admission into, or affiliation with a student organization,
5 athletic team, living group, or any pastime or amusement engaged
6 in with respect to such an organization, athletic team, or living
7 group that causes, or is likely to cause, bodily danger or physical
8 harm, or serious psychological or emotional harm, to any student
9 or other person attending a public or private institution of higher
10 education or other postsecondary educational institution in this
state, including causing, directing, coercing, or forcing a person to
consume an food, liquid, alcohol, drug, or other substance which
subjects the person to a risk of such harm, regardless of the person’s
willingness to participate.

11 3.81 At all relevant times, Defendants Theta Chi, Alpha Omicron, and Theta Chi
12 Building Association have each been an organization, association, or living group within
13 the meaning of Washington’s anti-hazing law.

14 3.82 At all relevant times, Luke was a person pledging and seeking admission into
15 and affiliation with Alpha Omicron and Theta Chi within the meaning of Washington’s anti-
16 hazing law.

17 3.83 At all relevant times, WSU’s Safety Regulation WAC 504-26-206 prohibited
18 hazing both on and off campus, and defined hazing as “any act committed as part of a person’s
19 recruitment, initiation, pledging, admission into, or affiliation with a recognized or registered
20 student organization, athletic team, or living group, or any pastime or amusement engaged in
21 with respect to such an organization, athletic team, or living group that causes, or is likely to
22 cause, bodily danger or physical harm, or psychological or emotional harm, regardless of the
23 person's willingness to participate.”

24 **Theta Chi, The Alpha Omicron Chapter, and Theta Chi Building Association**

25 3.84 At all relevant times, Defendant Theta Chi recruited new undergraduate
26 members at WSU through Alpha Omicron.

1 3.85 Relatedly, at all relevant times, Defendant Theta Chi Building Association
2 recruited new tenants for its fraternity house in Pullman through Defendant Alpha Omicron.

3 3.86 Those new undergraduate members and/or tenants in turn paid dues and/or
4 rent to and generated substantial financial benefits for Theta Chi and Theta Chi Building
5 Association.

6 3.87 Theta Chi's pledge traditions, coupled with unsafe, unreasonable lack of
7 proper management, policies, and oversight, including at its fraternity houses, have resulted
8 in students dying and suffering serious injuries for decades.

9 3.88 While Theta Chi refuses to publicly disclose such important risk information,
10 known examples of death resulting from hazing and membership rituals span decades and
11 include: 1988, Sean Hickey at Rider College; 1997, Binaya Oja at Clarkson University/State
12 University of New York at Potsdam; 2001, Seth Korona at Indiana University; 2008, Harrison
13 Kowiak at Lenoir-Rhyne University; and, 2012, Philip Dhanens at California State
14 University, Fresno.

15 3.89 At all relevant times, Theta Chi and the Theta Chi Building Association had
16 access to and specialized knowledge of Alpha Omicron's continued refusal and/or inability
17 to manage its pledge activities in a safe and reasonable manner in accordance with
18 Washington law and WSU rules.

19 3.90 At all relevant times, Defendants Theta Chi, the Theta Chi Building
20 Association, and Alpha Omicron had access to and specialized knowledge of information,
21 research, and claims histories confirming a staggering number of serious injuries and deaths
22 from fraternity pledge activities, and the foreseeable risk of further injury and death should
23 their activities, traditions, and risk management strategies continue without meaningful
24 change.

25 3.91 At all relevant times, the Fraternity Defendants kept secret such disciplinary
26 history, as well as the other incidents of dangerous hazing resulting in injuries and death,

1 from the general public, potential new members, including Luke and his family, and the
2 general campus community.

3 3.92 At all relevant times, Theta Chi has mandated that its anti-hazing policies be
4 implemented and overseen by chapter officers and members, who, over the past many
5 decades, have proven to be poorly trained, unaware of the risks, intoxicated, distracted by
6 college work and requirements, impeded by loyalties to brothers, and otherwise ill-equipped
7 to safely handle responsibilities that include dangerous rituals and life and death
8 circumstances.

9 3.93 At all relevant times, Theta Chi has known, from having seen such
10 circumstances time and again, that the chapter self-management structure it established,
11 controls, and permits is flawed and unsafe, resulting in serious injuries and death.

12 3.94 While this policy and practice by Theta Chi has proven inadequate and unsafe
13 over a period of many years, Theta Chi, directly and as a controlling member of the
14 unincorporated chapters it establishes, has refused to institute meaningful and effective
15 reforms despite having the power and authority to do so.

16 3.95 Upon information and belief, in the years preceding Luke's hazing and death,
17 WSU and/or Theta Chi received a litany of reports concerning Alpha Omicron regarding
18 alleged incidents of hazing and related misconduct, including at the fraternity house.

19 3.96 Upon information and belief, Theta Chi and the Theta Chi Building
20 Association knew about, or in the exercise of reasonable care, should have known about those
21 reports, and yet, still, failed to act reasonably to make Alpha Omicron and its pledge activities
22 safe, despite having the power and authority to do so.

23 **Luke Pledges the Theta Chi Fraternity and is Subjected to Outrageous Hazing**

24 3.97 In Fall 2022, during his freshman year at WSU, Luke pledged Theta Chi
25 through Alpha Omicron.
26

1 3.98 In Fall 2022, Defendants Kilcup and Steele were members of Theta Chi and
2 Alpha Omicron and served as the pledge marshals for Luke's pledge class.

3 3.99 As pledge marshals, Defendant Kilcup and Steele directed and controlled
4 Luke's pledge class and its pledge activities and were in charge of organizing, directing, and
5 running the pledge lines-up at the fraternity house to which Luke and his fellow pledges were
6 summoned throughout the fall of 2022 and into the winter of 2023.

7 3.100 During the pledge line-ups—with the knowledge and permission of Alpha
8 Omicron and all its officers, directors, and members—Luke and his pledge brothers were
9 subjected to harmful and dangerous hazing.

10 3.101 On information and belief, that hazing primarily occurred at the fraternity
11 house, was foreseeably likely to cause bodily danger, physical harm, and/or serious
12 psychological or emotional harm to the pledges, and included, *inter alia*, forcing the pledges
13 to: lick syrup off the fraternity house floor; fight each other during a pledge fight night;
14 exercise to exhaustion if they recited the Greek alphabet wrong; recite the Greek alphabet
15 while either Defendant Kilcup or Defendant Steele held a lighter under their thumbs; report
16 to the fraternity house nearly every morning to clean the facility; and to, through compulsion
17 and/or coercion, consume dangerous amounts of alcohol, including having to drink an entire
18 bottle of alcohol during the fraternity's big-brother night.

19 3.102 On December 6, 2022, Luke begged Defendant Steele to be excused from a
20 pledge meeting (and the hazing that was a central feature of those meetings).

21 3.103 Luke, who had been so ill that he hadn't eaten for six days, had lost 15 pounds,
22 and had been put on bed rest by his doctor due to a 103-degree fever, texted Defendant Steele:

23 Hey Casey I caught a bad case of the flu and have been running a
24 103 fever with all of the flu symptoms I also haven't ate in now 6
25 days and I've lost 15 pounds the doctor put me on bed rest until my
26 fever went down but I've been trying to pull my weight in house
 jobs and crew but idk if I can make it through pledge tm. Is there
 any way you would let me off the hook to rest tm?

3.104 Defendant Steele responded: “I let u off last week[.] Show up[.]”

3.105 Upon information and belief, understanding that “showing up” was required of him if he wanted to obtain membership in the fraternity, Luke did as Defendant Steele instructed, and the hazing continued.

3.106 The hazing Luke was subjected to throughout the pledge process foreseeably caused Luke serious psychological and/or emotional harm, exacerbated Luke's worsening mental health crisis, and was a direct and proximate cause of Luke's death.

3.107 The “Hell Week” for Luke’s pledge class was scheduled to commence on January 23, 2023. On January 22, 2023, Luke died by suicide.

IV. CLAIMS

FIRST CAUSE OF ACTION MEDICAL NEGLIGENCE

(HIMS ENTITY DEFENDANTS AND DEFENDANTS JOYE, MABRY, AND RIES)

4.1 Plaintiffs re-allege and incorporate by reference all preceding paragraphs herein.

4.2 At all relevant times, Defendants Joye, Mabry, and Ries were actual and/or ostensible agents of the Hims Entity Defendants, and therefore the Hims Entity Defendants are vicariously liable for the acts and omissions of Defendant Joye, Mabry, and Ries.

4.3 At all relevant times, Defendants XeCare LLC, You Health of Texas, P.A., You Health of Nebraska, P.C., Human Health of Nebraska, P.C., You Health of California, P.C., You Health of Hawaii, P.C., You Health of Alaska, P.C., You Health Williams of Nevada, P.C., You Health of New Jersey, P.C., You Health of Kansas, P.A., and Defendants Doe Corporations 1-5 were actual and/or ostensible agents and/or alter egos of Defendant Hims & Hers Health, Inc., and therefore Defendant Hims & Hers Health, Inc. is vicariously and/or directly liable for the acts and omissions of those Defendants.

4.4 The Hims Entity Defendants and Defendants Joye, Mabry, and Ries, as health care providers in the State of Washington, entities providing health care services in the State

1 of Washington, and/or entities directly controlling and using as alter egos other entities
2 providing health care services in the State of Washington in violation of the corporate practice
3 of medicine doctrine, all owed duties to each subscriber seeking health care on the Hims
4 platform, including Luke, to exercise the degree of care, skill, and learning expected of
5 reasonably prudent health providers of the same type, acting in the same or similar
6 circumstances during the continuing course of treatment during which those services were
7 provided to Luke.

8 4.5 Those duties continued and extended from the first interactions with Luke on
9 the Hims platform until his death.

10 4.6 Each of those Defendants and/or their agents failed to exercise the degree of
11 care, skill, and learning expected of a reasonably prudent health care provider at that time in
12 the profession or class to which they belonged in the State of Washington during the
13 continuing course of treatment during which those services were provided to Luke, including
14 up until his death.

15 4.7 Those Defendants were therefore negligent in the medical and other health
16 care provided to Luke during his continuing course of treatment, including up until his death.

17 4.8 The negligence of those Defendants and their agents, which fell below the
18 applicable standards of care, was a direct and proximate cause of Luke Tyler's pain, suffering,
19 and wrongful death, and Plaintiffs' resulting damages.

20 4.9 In addition to being negligent, each of those Defendants and/or their agents
21 also failed to exercise even slight care during their continuing course of treatment of Luke,
22 including up until his death.

23 4.10 Those Defendants were therefore also grossly negligent in the medical and
24 other health care provided to Luke during his continuing course of treatment, including up
25 until his death.
26

1 4.11 The gross negligence of those Defendants and their agents, which constituted
2 a reckless and/or conscious disregard for Luke’s health and safety, was a direct and proximate
3 cause of Luke Tyler’s pain, suffering, and wrongful death, and Plaintiffs’ resulting damages.
4

5 **SECOND CAUSE OF ACTION**
6 **FAILURE TO OBTAIN INFORMED CONSENT**
7 **(HIMS ENTITY DEFENDANTS AND DEFENDANTS JOYE, MABRY, AND RIES)**

8 4.12 Plaintiffs re-allege and incorporate by reference all preceding paragraphs
9 herein.
10

11 4.13 At all relevant times, Defendants Joye, Mabry, and Ries were actual and/or
12 ostensible agents of the Hims Entity Defendants, and therefore the Hims Entity Defendants
13 are vicariously liable for the acts and omissions of Defendant Joye, Mabry, and Ries.
14

15 4.14 At all relevant times, Defendants XeCare LLC, You Health of Texas, P.A.,
16 You Health of Nebraska, P.C., Human Health of Nebraska, P.C., You Health of California,
17 P.C., You Health of Hawaii, P.C., You Health of Alaska, P.C., You Health Williams of
18 Nevada, P.C., You Health of New Jersey, P.C., You Health of Kansas, P.A., and Defendants
19 Doe Corporations 1-5 were actual and/or ostensible agents and/or alter egos of Defendant
20 Hims & Hers Health, Inc., and therefore Defendant Hims & Hers Health, Inc. is vicariously
21 and/or directly liable for the acts and omissions of those Defendants.
22

23 4.15 The Hims Entity Defendants and Defendants Joye, Mabry, and Ries, as health
24 care providers in the State of Washington, entities providing health care services in the State
25 of Washington, and/or entities directly controlling and using as alter egos other entities
26 providing health care services in the State of Washington in violation of the corporate practice
of medicine doctrine, all owed Luke a duty to inform him of all material facts, including risks
and alternatives, that a reasonably prudent patient would need in order to make an informed
decision on whether to consent to or reject a proposed course of treatment.

 4.16 Those duties continued and extended from the first interactions with Luke on
the Hims platform until his death.

4.17 The Hims Entity Defendants and Defendants Joye, Mabry, and Ries failed to inform Luke of material facts relating to his mental health treatment, including the risks and alternatives.

4.18 Luke consented to the treatment of his mental health by those Defendants without being aware of or fully informed by those Defendants of material facts, including the heightened risks for patients his age, related to his mental health treatment.

4.19 Neither Luke nor any other reasonably prudent patient under similar circumstances would have consented to the continuing course of mental health treatment those Defendants provided if informed of such material facts.

4.20 Those failures by those Defendants were negligent, grossly negligent, and/or reckless, and a direct and proximate cause of Luke Tyler's pain, suffering, and wrongful death, and Plaintiffs' resulting damages.

**THIRD CAUSE OF ACTION
CORPORATE NEGLIGENCE / CORPORATE GROSS NEGLIGENCE
(HIMS ENTITY DEFENDANTS)**

4.21 Plaintiffs re-allege and incorporate by reference all preceding paragraphs herein.

4.22 At all relevant times, Defendants XeCare LLC, You Health of Texas, P.A., You Health of Nebraska, P.C., Human Health of Nebraska, P.C., You Health of California, P.C., You Health of Hawaii, P.C., You Health of Alaska, P.C., You Health Williams of Nevada, P.C., You Health of New Jersey, P.C., You Health of Kansas, P.A., and Defendants Doe Corporations 1-5 were actual and/or ostensible agents and/or alter egos of Defendant Hims & Hers Health, Inc., and therefore Defendant Hims & Hers Health, Inc. is vicariously and/or directly liable for the acts and omissions of those Defendants.

4.23 At all relevant times, the Hims Entity Defendants, as entities providing health care services in the State of Washington and/or entities directly controlling and using as alter

1 egos other entities providing health care services in the State of Washington in violation of
2 the corporate practice of medicine doctrine, each owed a nondelegable duty to Luke to act as
3 an average, competent health care entity acting in the same or similar circumstances during
4 the continuing course of treatment during which services were provided to Luke.

5 4.24 Those duties continued and extended from the first interactions with Luke on
6 the Hims platform until his death.

7 4.25 Each Hims Entity Defendant, in a conscious disregard of the rights and safety
8 of Hims' subscribers, failed to exercise the degree of care of a competent health care entity
9 acting in the same or similar circumstances during the continuing course of treatment during
10 which services were provided to Luke, or even slight care, including by among other things:
11 granting and renewing its "providers" privileges so as to permit only competent "providers"
12 to provide "treatment" and prescribe medicine on the Hims platform; failing to appropriately
13 or adequately train the "providers" it permitted to provide mental health "treatment" and
14 prescribe medicine on the Hims platform; failing to monitor or review the competency and/or
15 qualifications of the "providers" it permitted to purport to provide mental health care and
16 prescribe medicine on the Hims platform; permitting and, on information and belief,
17 facilitating and/or encouraging "providers" to purport to provide mental health care and
18 prescribe medicine on the Hims platform based on questionnaires only and without
19 interviews to collect relevant medical history, appropriate or adequate assessments, or even
20 real-time audio or video consultation, in violation of the standard of care and Washington
21 law; upon information and belief, intentionally and aggressively targeting young men of
22 Luke's demographic online to provide mental health "treatment"; failing to monitor or
23 intervene in the purported mental health treatment of Luke while under the care of its
24 "providers" despite knowing or having actual or constructive notice of the negligence, gross
25 negligence, or recklessness of its "providers" during their continuing course of treatment of
26 Luke and/or other Hims subscribers; and failing to adopt, implement, and/or follow adequate

1 policies and procedures concerning mental health care provided to subscribers on the Hims
2 platform.

3 4.26 Those failures by the Hims Defendants, which continued up until Luke's
4 death, were negligent, indeed even grossly negligent, and/or reckless, and a proximate cause
5 of Luke Tyler's pain, suffering, and wrongful death, and Plaintiffs' resulting damages.

6
7 **FOURTH CAUSE OF ACTION**
8 **NEGLIGENCE / GROSS NEGLIGENCE**
9 **(HIMS DEFENDANTS)**

10 4.27 Plaintiffs re-allege and incorporate by reference all preceding paragraphs
11 herein.

12 4.28 At all relevant times, the Hims Defendants each owed Luke a duty to exercise
13 reasonable care because their respective conduct in designing, supervising, directing,
14 facilitating, aiding and abetting, enabling, furthering, advancing, marketing, advertising,
15 and/or approving the wrongful, dangerous, and reckless scheme detailed and alleged above
16 created a foreseeable risk of harm to all Hims subscribers, including Luke, whose resulting
17 harm was within the general field of danger that each of those Hims Defendants should have
18 anticipated and foreseen.

19 4.29 Despite those duties, in a conscious disregard of the rights and safety of Hims'
20 subscribers, each of the Hims Defendants failed to exercise reasonable care in designing,
21 supervising, directing, facilitating, aiding and abetting, enabling, furthering, advancing,
22 marketing, advertising, and/or approving the wrongful, dangerous, and reckless Hims
23 business enterprise, and were otherwise negligent.

24 4.30 In addition, at all relevant times, the Hims Entity Defendants and Defendants
25 Powell and Williams, as the owners and/or directors of AMGs that employed and/or
26 contracted with Defendants Joye, Mabry, and Ries to provide mental health care, via

1 telemedicine, in the State of Washington and across the United States, each had a duty to
2 exercise reasonable care in hiring, supervising, and retaining those providers.

3 4.31 Further, at all relevant times, on information and belief, Defendant Joye
4 undertook, agreed, and/or was responsible for supervising the providers providing mental
5 healthcare to Hims' subscribers on Hims' platform, including Defendants Mabry and Ries,
6 and therefore had a duty to exercise reasonable care in supervising Defendant Mabry and
7 Ries, including when they were purporting to provide mental health treatment to Luke.

8 4.32 Despite those duties, in a conscious disregard of the rights and safety of Hims'
9 subscribers, including Luke, each of those Defendants failed to exercise reasonable care in
10 hiring, supervising, and/or retaining Defendant Mabry, Defendant Ries, and/or Defendant
11 Joye, and were otherwise negligent.

12 4.33 The negligence of the Hims Defendants and their agents was a direct and
13 proximate cause of Luke Tyler's pain, suffering, and wrongful death, and Plaintiffs' resulting
14 damages.

15 4.34 In addition to being negligent, the aforementioned acts constitute gross
16 negligence. The Hims Defendants and their agents failed to exercise even slight care: in
17 designing, supervising, directing, facilitating, aiding and abetting, enabling, furthering,
18 advancing, marketing, advertising, and/or approving the wrongful, dangerous, and reckless
19 Hims business enterprise; in hiring, supervising, and retaining Defendant Mabry, Defendant
20 Ries, and/or Defendant Joye; and in their interactions with Luke.

21 4.35 Those reckless acts, which were substantially and appreciably greater than
22 ordinary negligence, constitute gross negligence.

23 4.36 The gross negligence of the Hims Defendants and their agents was a direct
24 and proximate cause of Luke Tyler's pain, suffering, and wrongful death, and Plaintiffs'
25 resulting damages.
26

**FIFTH CAUSE OF ACTION
CIVIL CONSPIRACY / CONCERTED ACTION
(HIMS DEFENDANTS)**

4.37 Plaintiffs re-allege and incorporate by reference all preceding paragraphs herein.

4.38 The Hims Defendants each conspired and/or acted in concert to design, supervise, direct, facilitate, aid and abet, enable, advance, approve, further, market, advertise, and/or profit from the wrongful, dangerous, and reckless Hims business enterprise detailed and alleged herein.

4.39 Those Defendants undertook such concerted action to accomplish the unlawful purpose of facilitating and enabling Defendants Joye, Mabry, and Ries to purport to provide mental health treatment to Luke, which in turn allowed the Hims Entity Defendants to send and charge Luke for 180 pills of bupropion, without an interview to collect relevant medical history, an appropriate or adequate assessment, or even real-time audio or video consultation in violation of Washington law.

4.40 Those Defendants also undertook such concerted action to accomplish the unlawful purpose of enabling Defendant Hims & Hers Health, Inc. and Defendant Hims, Inc. to carry out and derive substantial revenue from a business enterprise that purported to provide health care throughout the country, including in the State of Washington, in violation of the corporate practice of medicine doctrine.

4.41 Those Defendants undertook such concerted action in a negligent, grossly negligent, reckless, and/or conscious disregard for Luke's health and safety and in violation of Washington law.

4.42 Each of those Defendants acted to further and/or facilitate the civil conspiracy, as detailed above.

1 4.43 The unlawful practice of telemedicine in the State of Washington and the
2 fraudulent circumvention of the corporate practice of medicine doctrine that were at the heart
3 of the civil conspiracy each constituted separate, actionable torts.

4 4.44 The civil conspiracy was a direct and proximate cause of Luke Tyler’s pain,
5 suffering, and wrongful death, and Plaintiffs’ resulting damages.

6
7 **SIXTH CAUSE OF ACTION**
8 **NEGLIGENT MISREPRESENTATION**
9 **(HIMS ENTITY DEFENDANTS AND DEFENDANTS JOYE, MABRY, AND RIES)**

10 4.45 Plaintiffs re-allege and incorporate by reference all preceding paragraphs
11 herein.

12 4.46 At all relevant times, Defendants Joye, Mabry, and Ries were actual and/or
13 ostensible agents of the Hims Entity Defendants, and therefore the Hims Entity Defendants
14 are vicariously liable for the acts and omissions of Defendant Joye, Mabry, and Ries.

15 4.47 The Hims Entity Defendants and Defendants Joye, Mabry, and Ries all had a
16 fiduciary relationship with Luke, a person seeking mental health treatment from them and/or
17 their agents or ostensible agents.

18 4.48 The Hims Entity Defendants and Defendants Joye, Mabry, and Ries therefore
19 each had duties to disclose to Luke material information concerning their treatment and care
20 of Luke and their prescription and sale of bupropion pills to Luke, including that: Defendant
21 Joye was not licensed to practice medicine in the State of Washington at the time; no Hims
22 “provider” could lawfully, ethically, or safely treat Luke without an interview to collect
23 relevant medical history, an appropriate or adequate assessment, or consulting with him one-
24 on-one by, at a minimum, audio or video means; and/or no Hims “provider” could lawfully,
25 ethically, or safely prescribe Luke bupropion without consulting with him one-on-one by, at
26 a minimum, audio or video means.

1 4.49 The Hims Entity Defendants and Defendants Joye, Mabry, and Ries further
2 made affirmative false and misleading statements upon which Luke relied, including
3 statements in their advertising targeting individuals like Luke and once the Hims Entity
4 Defendants and Defendants Joye, Mabry, and Ries began communicating with and providing
5 services to Luke.

6 4.50 Those affirmative misstatements include representations about the credentials
7 of the Hims Entity Defendants’ “providers,” including Joye, Mabry, and Ries, and the Hims
8 Entity Defendants’ and Joye’s, Mabry’s, and Ries’ ability to lawfully, ethically, safely, and
9 competently diagnose and treat Luke, to provide mental health treatment in Washington via
10 telehealth, to responsibly, ethically, legally, and competently prescribe and sell
11 psychotherapy medications, and to provide the care that was “right” for Luke.

12 4.51 Those affirmative misstatements also included false and misleading
13 statements to Luke regarding his mental health status, his alleged diagnoses and/or
14 symptoms, the appropriate care for his condition, and the fact that he did not need to taper
15 his use of the Hims’ prescribed drugs that ultimately caused his death.

16 4.52 None of those Defendants disclosed that information to Luke and, on
17 information and belief, deliberately withheld that information from him in a reckless and/or
18 conscious disregard for Luke’s health and safety.

19 4.53 Those Defendants were negligent, and acted with a negligent, reckless, and/or
20 conscious disregard for Luke’s health and safety and in violation of Washington law, in
21 failing to disclose that critical information to Luke and/or in making false and misleading
22 representations to him.

23 4.54 Those Defendants’ failure to exercise even slight care with respect to those
24 affirmative misstatements and material omissions constitutes not only negligent
25 misrepresentation, but grossly negligent misrepresentation.
26

1 4.55 Had those Defendants not made those affirmative misrepresentations, made
2 accurate statements, and/or disclosed the material information that they withheld, such
3 statements and disclosures would have caused Luke to act differently and avoided his death.

4 4.56 Those failures were a direct and proximate cause of Luke Tyler's pain,
5 suffering, and wrongful death, and Plaintiffs' resulting damages.

6 **SEVENTH CAUSE OF ACTION**
7 **OUTRAGE**
8 **(HIMS DEFENDANTS)**

9 4.57 Plaintiffs re-allege and incorporate by reference all preceding paragraphs
10 herein.

11 4.58 The Hims Defendants, individually and in concert, engaged in extreme and
12 outrageous conduct as alleged and detailed herein.

13 4.59 The Hims Defendants, by their outrageous conduct, recklessly caused Luke
14 severe emotional distress, excruciating physical pain, and death by suicide.

15 4.60 The outrageous conduct by the Hims Defendants was a direct and proximate
16 cause of Luke Tyler's pain, suffering, and wrongful death, and Plaintiffs' resulting damages.

17 **EIGHTH CAUSE OF ACTION**
18 **VIOLATION OF THE CONSUMER PROTECTION ACT**
19 **(HIMS ENTITY DEFENDANTS)**

20 4.61 Plaintiffs re-allege and incorporate by reference all preceding paragraphs
21 herein.

22 4.62 The Hims Entity Defendants are liable for their unfair and/or deceptive acts
23 or practices in the conduct of trade or commerce, as alleged herein, in violation of the
24 Consumer Protection Act, RCW 19.86 *et seq.*, in the following ways:

- 25 a. At all relevant times, the Hims Entity Defendants have unfairly
26 and/or deceptively advertised, marketed, and sold mental healthcare services
 that are, in reality, nothing more than a pretext for the Hims Entity Defendants

1 to prescribe, sell, and ship prescription medication to “subscribers” without
2 any actual attempt or intent to provide those subscribers mental healthcare
3 services;

4 b. At all relevant times, those unfair and/or deceptive practices
5 have occurred in the conduct of the Hims Entity Defendants’ commercial or
6 entrepreneurial venture, which is principally aimed at attracting and/or
7 retaining “subscribers” to whom it can prescribe, sell, and ship prescription
8 medication;

9 c. At all relevant times, those unfair and/or deceptive practices
10 have affected the public interest by deceptively enticing individuals seeking
11 mental healthcare to subscribe to the Hims platform, where the Hims Entity
12 Defendants neither intend nor thereafter attempt to provide them with mental
13 healthcare services, but rather unfairly and/or deceptively prescribe, sell, and
14 ship them prescription medications, in violation of Washington law, under the
15 pretext of providing mental healthcare;

16 d. At all relevant times, the Hims Entity Defendants’ unfair
17 and/or deceptive practices induced and caused Luke to subscribe to the Hims
18 platform and to sustain injuries to his business or his property pursuant to
19 RCW 19.86.090, including but not limited to, actual damages of the cost of
20 his treatment or “subscription”; and

21 e. The Hims Entity Defendants’ unfair and/or deceptive practices
22 were a proximate cause of Luke’s actual damages.

23 4.63 Plaintiffs seek Luke’s actual damages, treble damages up to the maximum
24 extent allowed by law, injunctive relief, reasonable attorneys’ fees, and any other equitable
25 relief that the Court deems appropriate as allowed by RCW 19.86.909.
26

1 **NINTH CAUSE OF ACTION**
2 **STRICT LIABILITY - HAZING**
3 **(THE FRATERNITY DEFENDANTS AND DEFENDANTS KILCUP AND STEELE)**

4 4.64 Plaintiffs re-allege and incorporate by reference all preceding paragraphs
5 herein.

6 4.65 At all relevant times, pursuant to RCW 28B.10.901(3), any organization,
7 association, or student living group that knowingly permits hazing is strictly liable for harm
8 caused to persons or property resulting from hazing.

9 4.66 The Fraternity Defendants and Defendants Kilcup and Steele are strictly liable
10 for the pain and suffering and wrongful death of Luke Tyler because they knowingly
11 permitted, participated in, practiced, condoned, and/or ratified the hazing of Luke in violation
12 of Washington law, WSU regulations, and Theta Chi's written policies, and that hazing was
13 a direct and proximate cause of Luke Tyler's pain, suffering, and wrongful death, and
14 Plaintiffs' resulting damages.

15 4.67 The Fraternity Defendants are liable for their individual negligence and/or
16 gross negligence and also for the negligence and/or gross negligence of their agents and/or
17 ostensible agents, including Defendants Kilcup and Steele.

18 4.68 Theta Chi is strictly liable in its individual capacity and strictly and/or
19 vicariously liable for the actions of Alpha Omicron and Theta Chi Building Association, as
20 its agents, ostensible agents, and/or alter egos.

21 **TENTH CAUSE OF ACTION**
22 **NEGLIGENCE**
23 **(THE FRATERNITY DEFENDANTS AND DEFENDANTS KILCUP AND STEELE)**

24 4.69 Plaintiffs re-allege and incorporate by reference all preceding paragraphs
25 herein.
26

1 4.70 The Fraternity Defendants and Defendants Kilcup and Steele each had a duty
2 to protect the Theta Chi pledges, including Luke, from the foreseeable risk of harm from
3 hazing.

4 4.71 Despite those duties, each of those Defendants failed to take reasonable steps
5 to provide competent supervision of their activities and/or the activities of their members
6 and/or tenants and to curtail dangerous activities, including hazing.

7 4.72 Those failures by those Defendants, which were negligent, were direct and
8 proximate causes of Luke Tyler's pain, suffering, and wrongful death, and Plaintiffs'
9 resulting damages.

10 4.73 The Fraternity Defendants are liable for their individual negligence and also
11 for the negligence of their agents and/or ostensible agents, including Defendants Kilcup and
12 Steele.

13 4.74 Theta Chi is strictly liable in its individual capacity and strictly and/or
14 vicariously liable for the actions of Alpha Omicron and Theta Chi Building Association, as
15 its agents, ostensible agents, and/or alter egos.

16 **AS TO EACH OF THE ABOVE CLAIMS:**

17
18 4.75 The Defendants and each of them are jointly and severally liable for Luke
19 Tyler's pain, suffering, and wrongful death, and Plaintiffs' resulting damages.

20 **V. PLAINTIFFS ELECT NOT TO SUBMIT MATTER TO ARBITRATION**

21 5.1 Plaintiffs elect not to submit this matter to arbitration pursuant to RCW
22 7.70A. *See* Declarations of Colleen M. Tyler and John D. Tyler.

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VI. RELIEF SOUGHT

WHEREFORE, Plaintiffs pray for judgment against the Defendants, jointly and severally, including pursuant to RCW 4.22.070(1)(a), in an amount to be determined by a jury at trial, that will fairly compensate Plaintiffs for all damages sustained, including but not limited to the following:

6.1 Economic and non-economic damages for the Estate of Luke M. Tyler including, but not limited to, pre-death pain and suffering, fear of impending death, anxiety, emotional distress, and humiliation suffered by Luke;

6.2 Economic and non-economic damages suffered by each and every statutory wrongful death beneficiary herein, pursuant to RCW 4.20 *et seq.* and RCW 4.24.101, including but not limited to loss of a child, loss of a sibling, loss of consortium, loss of love and companionship, loss of emotional support, grief, mental anguish, destruction of the parent-child relationship, and other damages in an amount to be proved at trial;

6.3 Exemplary and/or punitive damages against the Hims Entity Defendants, including as allowed by Washington and California law;

6.4 Costs and reasonable attorneys' fees;

6.5 Interest calculated at the maximum allowable by law;

6.6 Declaratory and injunctive relief against the Hims Entity Defendants, pursuant to RCW 19.86.090, enjoining those Defendants from further engaging in the unfair and/or deceptive advertising, marketing, or sales practices alleged herein in the State of Washington; and

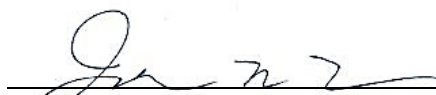
6.7 For such further relief as the Court deems just and proper.

6.8 Plaintiffs reserve the right to seek such other damages as are permitted by statute, constitution, regulation, and common law.

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DATED this 12th day of November, 2025.

THE FIERBERG NATIONAL LAW GROUP, PLLC



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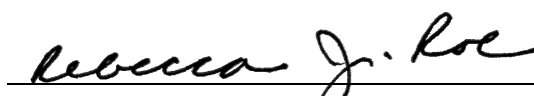
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**Applications for Admission Pro Hac Vice to Be Filed*

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