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UNITED STATES DISTRICT COURT
CENTRAL DISTRICT OF CALIFORNIA

CARONE COBDEN, Individually and
on Behalf of All Others Similarly
Situating,

Plaintiff,

v.

WRAP TECHNOLOGIES, INC.,
DAVID NORRIS, JAMES A.
BARNES, and THOMAS SMITH,

Defendants.

No.

**CLASS ACTION COMPLAINT
FOR VIOLATIONS OF THE
FEDERAL SECURITIES
LAWS**

CLASS ACTION

(DEMAND FOR JURY TRIAL)

Plaintiff Carone Cobden (“Plaintiff”), individually and on behalf of all other persons similarly situated, by Plaintiff’s undersigned attorneys, alleges the following based upon personal knowledge as to Plaintiff and Plaintiff’s own acts, and upon information and belief as to all other matters based on the investigation conducted by and through Plaintiff’s attorneys, which included, among other things, a review of U.S. Securities and Exchange Commission (“SEC”) filings by Wrap Technologies, Inc. (“Wrap” or the “Company”), as well as media and analyst reports about the Company and Company press releases. Plaintiff believes that

1 substantial additional evidentiary support will exist for the allegations set forth
2 herein.

3 **NATURE OF THE ACTION**

4 1. Plaintiff brings this securities class action on behalf of persons who
5 purchased the securities of Wrap between July 31, 2020 and September 23, 2020,
6 inclusive (the “Class Period”). Plaintiff seeks to recover compensable damages
7 caused by Defendants’ violations of the federal securities laws under the Securities
8 Exchange Act of 1934 (the “Exchange Act”).

9 **JURISDICTION AND VENUE**

10 2. The claims asserted herein arise under and pursuant to Sections 10(b)
11 and 20(a) of the Exchange Act (15 U.S.C. §§ 78j(b) and 78t(a)) and Rule 10b-5
12 promulgated thereunder by the SEC (17 C.F.R. § 240.10b-5).

13 3. This Court has jurisdiction over the subject matter of this action
14 pursuant to 28 U.S.C. § 1331, and Section 27 of the Exchange Act (15 U.S.C.
15 §78aa).

16 4. This Court has jurisdiction over each defendant named herein because
17 each defendant has sufficient minimum contacts with this judicial district so as to
18 render the exercise of jurisdiction by this Court permissible under traditional
19 notions of fair play and substantial justice.

20 5. Venue is proper in this judicial district pursuant to 28 U.S.C. § 1391(b)
21 and Section 27 of the Exchange Act (15 U.S.C. § 78aa(c)) as the alleged
22 misstatements entered and the subsequent damages took place in this judicial
23 district.

24 6. In connection with the acts, conduct and other wrongs alleged in this
25 complaint, Defendants, directly or indirectly, used the means and instrumentalities
26 of interstate commerce, including but not limited to, the United States mails,
27 interstate telephone communications and the facilities of a national securities
28 exchange. Defendants disseminated the statements alleged to be false and

1 misleading herein into this district, and Defendants solicited purchasers of Wrap
2 securities in this district.

3 **PARTIES**

4 7. Plaintiff, as set forth in the accompanying Certification, purchased the
5 Company's securities at artificially inflated prices during the Class Period and was
6 damaged upon the revelation of the alleged corrective disclosure.

7 8. Defendant Wrap purports to develop security products for law
8 enforcement and security personnel, including the BolaWrap 100, a hand-held
9 remote restraint device that discharges an eight-foot bola style Kevlar tether to
10 entangle a subject at a range of 10-25 feet. Defendant Wrap is incorporated in
11 Delaware and maintains its principal executive offices at 1817 W 4th Street, Tempe,
12 Arizona 85281. The Company's shares are listed on NASDAQ under the ticker
13 symbol "WRTC."

14 9. Defendant David Norris ("Norris") served as the Chief Executive
15 Officer and Director of the Company throughout the Class Period.

16 10. Defendant James A. Barnes ("Barnes") served as the Chief Financial
17 Officer, Secretary, and Treasurer of the Company throughout the Class Period.

18 11. Defendant Thomas Smith ("Smith") served as the Company's
19 President throughout the Class Period.

20 12. Defendants Norris and Barnes are collectively referred to herein as the
21 "Individual Defendants."

22 13. Each of the Individual Defendants:

- 23 (a) directly participated in the management of the Company;
24 (b) was directly involved in the day-to-day operations of the
25 Company at the highest levels;
26 (c) was privy to confidential proprietary information concerning
27 the Company and its business and operations;
28

1 (d) was directly or indirectly involved in drafting, producing,
2 reviewing and/or disseminating the false and misleading statements
3 and information alleged herein;

4 (e) was directly or indirectly involved in the oversight or
5 implementation of the Company's internal controls;

6 (f) was aware of or recklessly disregarded the fact that the false
7 and misleading statements were being issued concerning the
8 Company; and/or

9 (g) approved or ratified these statements in violation of the federal
10 securities laws.

11 14. The Company is liable for the acts of the Individual Defendants and its
12 employees under the doctrine of *respondeat superior* and common law principles
13 of agency because all of the wrongful acts complained of herein were carried out
14 within the scope of their employment.

15 15. The scienter of the Individual Defendants and other employees and
16 agents of the Company is similarly imputed to the Company under *respondeat*
17 *superior* and agency principles.

18 16. The Company and the Individual Defendants are referred to herein,
19 collectively, as the "Defendants."

20 **SUBSTANTIVE ALLEGATIONS**

21 **Background**

22 17. On December 3, 2019, Wrap announced that the Los Angeles Police
23 Department ("LAPD") had decided to train its officers on the BolaWrap and employ
24 200 devices in the field for a trial, pilot program.

25 **Materially False and Misleading Statements**

26 18. On July 31, 2020, Wrap filed its quarterly report on Form 10-Q with
27 the SEC for the quarter ended June 30, 2020 (the "2Q20 10-Q"). The 2Q20 10-Q
28

1 was signed by Defendants Barnes. Attached to the 2Q20 10-Q were certifications
2 pursuant to the Sarbanes-Oxley Act of 2000 signed by Defendants Norris and
3 Barnes attesting to the accuracy of the financial statements and the disclosure of all
4 fraud.

5 19. On August 2, 2020, the Company held a conference call to discuss the
6 second quarter 2020 results. During the call, Defendant Norris stated that the
7 “LAPD trained about 1,100 officers and they do have 200 devices in the field 24
8 hours a day with those 1,100 officers.”

9 20. During the call, Defendant Smith stated the following concerning the
10 LAPD trial:

11 There is one large department within the U.S. that we've been
12 undergoing trials with and that is the Los Angeles Police Department.

13 When this program first started, we initially thought that the trial period
14 would last approximately 90 days. However, with optional extensions
15 – periods built in the agreement, some of which have already been
16 exercised. There was the potential for this trial to last for upwards of
17 one year. Bear in mind, those terms were discussed before the
18 Coronavirus began to impact the U.S. in earnest and therefore, they are
19 subject to change.

20 The current extension is set to end in August, but it is possible and most
21 likely we will see another extension exercised. I am fully aware that
22 humans are risk adverse beings. And so, there is a natural tendency to
23 fill the void left by uncertainty with negative speculations. So, let me
24 try to put some of those at ease. Extensions are a very good thing.

25 If LAPD didn't like the product, they wouldn't be asking for extensions,
26 and we have continued to receive positive feedback from them.

27 To conduct this trial, LAPD had to train 1,100 officers on the
28 BolaWrap. They committed approximately 8,800 hours to training
which is equivalent to four man years that's a massive investment on
their part. The opportunity cost of pulling that many officers out of
rotation and into training should not be discounted. They've committed
substantial resources towards this project.

1 So rest assured they are spending the time that they believe is adequate
2 to give the BolaWrap an honest and thorough evaluation. Regardless of
3 how this trial ultimately goes, it's clear from the domestic and
4 international reception so far that the BolaWrap is gaining traction.

5 21. On September 3, 2020, the Company presented at the LD 500 Virtual
6 Conference. During the presentation, the Defendant Smith stated, in relevant part,
7 the following:

8 We're used in over 210 agencies around the United States, the largest
9 being so far the Los Angeles Police Department, or LAPD. They've
10 trained 1,100 officers and have over 200 devices out on the street. They
11 are about halfway through their field trial, they'll be wrapping that up
12 in early February of next year. And so far they've had great feedback
13 from the officers and their uses so far.

14 22. On September 9, 2020, the Company presented at the 9th Annual
15 Gateway Conference. During the presentation, Defendant Smith made the same
16 statement as in ¶21.

17 23. The statements referenced in ¶¶18-22 above were materially false
18 and/or misleading because they misrepresented and failed to disclose the following
19 adverse facts pertaining to the Company's business, operational and financial
20 results, which were known to Defendants or recklessly disregarded by them.
21 Specifically, Defendants made false and/or misleading statements and/or failed to
22 disclose that: (1) the Company had concealed the results of the LAPD BolaWrap
23 pilot program, which demonstrated that the BolaWrap was ineffective, expensive,
24 and sparingly used in the field; and (2) as a result, Defendants' public statements
25 were materially false and/or misleading at all relevant times.

26 **THE TRUTH EMERGES**

27 38. On September 23, 2020, while the market was open, White Diamond
28 Research published a report entitled "Wrap Technologies: Disastrous LAPD
BolaWrap Pilot Program Results, No Evidence These Have Been Communicated
To Investors" alleging, among other things, that the Company's trial pilot program

1 with the LAPD was a disaster, and that the Company had not disclosed the results
2 to investors. The report stated, in relevant part:

3 ***The LAPD BolaWrap Pilot Program Results Have Been Revealed –***
4 ***And It Is Ugly***

5 The LAPD and the respective BolaWrap trials have been a common
6 theme in WRTC presentations since December 2019. The company’s
7 management has seemingly failed to disclose, however, a key milestone
8 failure from an LAPD report filed after the six-month trial program
9 finished on 8/25/20. We found this report through our continued
10 research on the company. There isn’t any evidence that company
11 executives have referenced or mentioned the LAPD report. This is the
12 only comprehensive in-field study that has been done on the BolaWrap.
13 So why haven’t the results been released to investors? It’s bad news.

14 Over a six-month period, 200 BolaWrap devices in the hands of 1,100
15 LAPD officers in the field were only used nine times, and only worked
16 once. On an annualized basis, this comes to each BolaWrap is only used
17 0.09 times per year. Or, once every 11 years. At least 191 BolaWraps
18 weren’t used at all in the pilot program, they were just sitting there
19 collecting dust. We believe this was about the worst result that could’ve
20 happened from the program. The only way it could’ve been worse, is if
21 the BolaWrap didn’t work at all.

22 This was an important pilot program, that will be looked at by potential
23 large police departments. The following statements by WRTC
24 management illustrate how much time, expense, and training was put
25 into the LAPD pilot program.

26 * * *

27 ***An Analysis Of The LAPD BolaWrap Pilot Trial Results***

28 The LAPD BolaWrap pilot program results can be found here. It’s
dated 8/25/20 from the Chief of Police to the Board of Police
Commissioners. The program reviewed was from 2/5/20 until 8/10/20.
It states:

the BolaWrap has been utilized nine times. Due to an insufficient
sample size, an additional 180 days is needed in order to evaluate the
effectiveness of the device.

1 The nine incidents of utilization are described in the report. It says that
2 the number of incidents where the device was effective was six times.
3 But looking at it closely, the BolaWrap did what it's supposed to do, as
4 shown in the WRTC demonstration videos, only once.

5 Analyzing each of the incidents:

- 6 1. A naked man was running in and out of traffic. The BolaWrap was
7 deployed, it hit him in the legs but didn't wrap. This made the suspect
8 take a fighting stance. An officer deployed his baton on the suspect, and
9 he was taken into custody without further incident. This incident is
10 marked as "effective" but it really wasn't. It didn't wrap around and
11 disable the suspect but in fact made him more hostile as he took a
12 fighting stance. The officer had to use force with his baton, which
13 could've been used without the BolaWrap and likely end up with the
14 same result.
- 15 2. A call came in to report a male with a mental illness. The BolaWrap
16 wrapped around the suspect but he was wearing a "puffy jacket" and he
17 immediately pulled his arms free. This incident was marked
18 "ineffective".
- 19 3. A call came in to report an ADW (Assault with a Deadly Weapon)
20 suspect. Officers observed the suspect with a pipe in his hands. The
21 officers told the suspect to drop it, but he wouldn't comply. First, the
22 40mm Less-Lethal Launcher was used to strike the suspect but had no
23 effect. Then the BolaWrap was deployed at the suspect's legs. It didn't
24 wrap around his legs, but the suspect immediately complied afterwards.
25 This incident was marked "effective" because no additional force was
26 needed after the BolaWrap was deployed. But again, it wasn't really
27 effective because it didn't do what it's supposed to do, which is wrap
28 around a suspect.
4. A call came in to report an ADW suspect with a knife. The suspect
failed to comply with officers' commands. The BolaWrap was
deployed at the suspect's legs and successfully wrapped around him,
stopping his advancement. This was the only time out of these nine
utilizations that the BolaWrap successfully "wrapped" a suspect.
5. Officers were in pursuit of a suspect. The BolaWrap was shot at the
suspect's legs. Again, it didn't wrap around the suspect's legs, but it
startled the suspect and he was taken into custody. This was marked

1 “effective”, but in our opinion it wasn’t. Again, the BolaWrap didn’t
2 work like it’s supposed to - it didn’t wrap.

3 6. A man was disturbing the peace. The BolaWrap was deployed at the
4 suspect’s legs. It hit the suspect’s legs but didn’t wrap around it
5 completely, and he stepped out of the tether. The officers then utilized
6 a team takedown to take the suspect into custody. This was marked
7 “effective” as it stopped the suspect from walking away. This is more
8 effective than the other times, because he had to actually step out of the
9 tether, which slowed him down. But still, it didn’t wrap completely
10 around his legs.

11 7. A call came in of an arson suspect. The BolaWrap was deployed at the
12 suspect’s legs, it hit him in the knee but didn’t wrap. He was stunned
13 by the impact, and was taken into custody without further incident.
14 Because there wasn’t further incident, it was marked effective, but in
15 reality it was another fail.

16 8. A call came in of a family dispute. The suspect was armed with a large
17 stick. The BolaWrap was shot at his arms, but didn’t wrap, possibly
18 because it hit a fence behind the suspect. The officers then utilized a
19 40mm Less Lethal Launcher and the suspect was taken into custody.
20 This was marked as ineffective because it didn’t wrap and another tool
21 was necessary to take the suspect into custody.

22 9. A suspect refused to comply with officers’ orders and the BolaWrap
23 was deployed. It missed the suspect. Therefore, it was deemed
24 ineffective.

25 44. On this news, securities of Wrap fell \$2.07 per share, or 25.43% to
26 close at \$6.07 per share on September 23, 2020, damaging investors.

27 45. As a result of Defendants’ wrongful acts and omissions, and the
28 precipitous decline in the market value of the Company’s securities, Plaintiff and
other Class members have suffered significant losses and damages.

PLAINTIFF’S CLASS ACTION ALLEGATIONS

46. Plaintiff brings this action as a class action pursuant to Federal Rule of
Civil Procedure 23(a) and (b)(3) on behalf of a class consisting of all persons other

1 than defendants who purchased publicly traded Wrap securities on the NASDAQ
2 during the Class Period, and who were damaged thereby (the “Class”). Excluded
3 from the Class are Defendants, the officers and directors of Wrap and its
4 subsidiaries, members of the Individual Defendants’ immediate families and their
5 legal representatives, heirs, successors or assigns and any entity in which
6 Defendants have or had a controlling interest.

7 47. The members of the Class are so numerous that joinder of all members
8 is impracticable. Throughout the Class Period, Wrap securities were actively traded
9 on the NASDAQ. While the exact number of Class members is unknown to Plaintiff
10 at this time and can be ascertained only through appropriate discovery, Plaintiff
11 believes that there are hundreds, if not thousands of members in the proposed Class.

12 48. Plaintiff’s claims are typical of the claims of the members of the Class
13 as all members of the Class are similarly affected by defendants’ wrongful conduct
14 in violation of federal law that is complained of herein.

15 49. Plaintiff will fairly and adequately protect the interests of the members
16 of the Class and has retained counsel competent and experienced in class and
17 securities litigation. Plaintiff has no interests antagonistic to or in conflict with those
18 of the Class.

19 50. Common questions of law and fact exist as to all members of the Class
20 and predominate over any questions solely affecting individual members of the
21 Class. Among the questions of law and fact common to the Class are:

- 22 a) whether the Exchange Act was violated by Defendants’ acts as alleged
23 herein;
- 24 b) whether statements made by Defendants to the investing public during
25 the Class Period misrepresented material facts about the financial condition
26 and business of the Company;
- 27 c) whether Defendants’ public statements to the investing public during
28 the Class Period omitted material facts necessary to make the statements

1 made, in light of the circumstances under which they were made, not
2 misleading;

3 d) whether the Defendants caused the Company to issue false and
4 misleading filings during the Class Period;

5 e) whether Defendants acted knowingly or recklessly in issuing false
6 filings;

7 f) whether the prices of Wrap securities during the Class Period were
8 artificially inflated because of the Defendants' conduct complained of herein;
9 and

10 g) whether the members of the Class have sustained damages and, if so,
11 what is the proper measure of damages.

12 51. A class action is superior to all other available methods for the fair and
13 efficient adjudication of this controversy since joinder of all members is
14 impracticable. Furthermore, as the damages suffered by individual Class members
15 may be relatively small, the expense and burden of individual litigation make it
16 impossible for members of the Class to individually redress the wrongs done to
17 them. There will be no difficulty in the management of this action as a class action.

18 52. Plaintiff will rely, in part, upon the presumption of reliance established
19 by the fraud-on-the-market doctrine in that:

20 a) Wrap shares met the requirements for listing, and were listed and
21 actively traded on the NASDAQ, an efficient market;

22 b) As a public issuer, the Company filed periodic public reports;

23 c) Wrap regularly communicated with public investors via established
24 market communication mechanisms, including through the regular
25 dissemination of press releases via major newswire services and through
26 other wide-ranging public disclosures, such as communications with the
27 financial press and other similar reporting services;

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1 d) Wrap's securities were liquid and traded with moderate to heavy
2 volume during the Class Period; and

3 e) The Company was followed by a number of securities analysts
4 employed by major brokerage firms who wrote reports that were widely
5 distributed and publicly available.

6 53. Based on the foregoing, the market for Wrap securities promptly
7 digested current information regarding the Company from all publicly available
8 sources and reflected such information in the prices of the securities, and Plaintiff
9 and the members of the Class are entitled to a presumption of reliance upon the
10 integrity of the market.

11 54. Alternatively, Plaintiff and the members of the Class are entitled to the
12 presumption of reliance established by the Supreme Court in *Affiliated Ute Citizens*
13 *of the State of Utah v. United States*, 406 U.S. 128 (1972), as Defendants omitted
14 material information in their Class Period statements in violation of a duty to
15 disclose such information as detailed above.

16 **COUNT I**

17 **For Violations of Section 10(b) And Rule 10b-5 Promulgated Thereunder** 18 **Against All Defendants**

19 55. Plaintiff repeats and realleges each and every allegation contained
20 above as if fully set forth herein.

21 56. This Count is asserted against Defendants is based upon Section 10(b)
22 of the Exchange Act, 15 U.S.C. § 78j(b), and Rule 10b-5 promulgated thereunder
23 by the SEC.

24 57. During the Class Period, Defendants, individually and in concert,
25 directly or indirectly, disseminated or approved the false statements specified
26 above, which they knew or deliberately disregarded were misleading in that they
27 contained misrepresentations and failed to disclose material facts necessary in order
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1 to make the statements made, in light of the circumstances under which they were
2 made, not misleading.

3 58. Defendants violated §10(b) of the 1934 Act and Rule 10b-5 in that
4 they:

- 5 • employed devices, schemes and artifices to defraud;
- 6 • made untrue statements of material facts or omitted to state
7 material facts necessary in order to make the statements made, in light
8 of the circumstances under which they were made, not misleading; or
- 9 • engaged in acts, practices and a course of business that operated
10 as a fraud or deceit upon plaintiff and others similarly situated in
11 connection with their purchases of Wrap securities during the Class
12 Period.

13 59. Defendants acted with scienter in that they knew that the public
14 documents and statements issued or disseminated in the name of the Company were
15 materially false and misleading; knew that such statements or documents would be
16 issued or disseminated to the investing public; and knowingly and substantially
17 participated, or acquiesced in the issuance or dissemination of such statements or
18 documents as primary violations of the securities laws. These Defendants by virtue
19 of their receipt of information reflecting the true facts of the Company, their control
20 over, and/or receipt and/or modification of Wrap's allegedly materially misleading
21 statements, and/or their associations with the Company which made them privy to
22 confidential proprietary information concerning the Company, participated in the
23 fraudulent scheme alleged herein.

24 60. Individual Defendants, who are or were the senior officers and/or
25 directors of the Company, had actual knowledge of the material omissions and/or
26 the falsity of the material statements set forth above, and intended to deceive
27 Plaintiff and the other members of the Class, or, in the alternative, acted with
28

1 reckless disregard for the truth when they failed to ascertain and disclose the true
2 facts in the statements made by them or other Wrap personnel to members of the
3 investing public, including Plaintiff and the Class.

4 61. As a result of the foregoing, the market price of Wrap securities was
5 artificially inflated during the Class Period. In ignorance of the falsity of
6 Defendants' statements, Plaintiff and the other members of the Class relied on the
7 statements described above and/or the integrity of the market price of Wrap
8 securities during the Class Period in purchasing Wrap securities at prices that were
9 artificially inflated as a result of Defendants' false and misleading statements.

10 62. Had Plaintiff and the other members of the Class been aware that the
11 market price of Wrap's securities had been artificially and falsely inflated by
12 Defendants' misleading statements and by the material adverse information which
13 Defendants did not disclose, they would not have purchased Wrap's securities at
14 the artificially inflated prices that they did, or at all.

15 63. As a result of the wrongful conduct alleged herein, Plaintiff and other
16 members of the Class have suffered damages in an amount to be established at trial.

17 64. By reason of the foregoing, Defendants have violated Section 10(b) of
18 the 1934 Act and Rule 10b-5 promulgated thereunder and are liable to the plaintiff
19 and the other members of the Class for substantial damages which they suffered in
20 connection with their purchase of Wrap's securities during the Class Period.

21 **COUNT II**
22 **Violations of Section 20(a) of the Exchange Act**
23 **Against the Individual Defendants**

24 65. Plaintiff repeats and realleges each and every allegation contained in
25 the foregoing paragraphs as if fully set forth herein.

26 66. During the Class Period, the Individual Defendants participated in the
27 operation and management of the Company, and conducted and participated,
28 directly and indirectly, in the conduct of Wrap's business affairs. Because of their

1 senior positions, they knew the adverse non-public information about the
2 Company's false financial statements.

3 67. As officers of a publicly owned company, the Individual Defendants
4 had a duty to disseminate accurate and truthful information with respect to Wrap's
5 financial condition and results of operations, and to correct promptly any public
6 statements issued by the Company which had become materially false or
7 misleading.

8 68. Because of their positions of control and authority as senior officers,
9 the Individual Defendants were able to, and did, control the contents of the various
10 reports, press releases and public filings which Wrap disseminated in the
11 marketplace during the Class Period concerning the Company's results of
12 operations. Throughout the Class Period, the Individual Defendants exercised their
13 power and authority to cause the Company to engage in the wrongful acts
14 complained of herein. The Individual Defendants, therefore, were "controlling
15 persons" of the Company within the meaning of Section 20(a) of the Exchange Act.
16 In this capacity, they participated in the unlawful conduct alleged which artificially
17 inflated the market price of Wrap securities.

18 69. By reason of the above conduct, the Individual Defendants are liable
19 pursuant to Section 20(a) of the Exchange Act for the violations committed by the
20 Company

21 **PRAYER FOR RELIEF**

22 **WHEREFORE**, Plaintiff, on behalf of himself and the Class, prays for
23 judgment and relief as follows:

24 (a) declaring this action to be a proper class action, designating plaintiff
25 as Lead Plaintiff and certifying plaintiff as a class representative under Rule 23 of
26 the Federal Rules of Civil Procedure and designating plaintiff's counsel as Lead
27 Counsel;

1 (b) awarding damages in favor of plaintiff and the other Class members
2 against all defendants, jointly and severally, together with interest thereon;

3 (c) awarding plaintiff and the Class reasonable costs and expenses
4 incurred in this action, including counsel fees and expert fees; and

5 (d) awarding plaintiff and other members of the Class such other and
6 further relief as the Court may deem just and proper.

7 **JURY TRIAL DEMANDED**

8 Plaintiff hereby demands a trial by jury.

9 Dated:

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