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Court of Common Pleas

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Confirmation Nbr. 1237497

TREVOR ELKINS, ET AL.

CV 17 889733

vs.

SCRIPPS MEDIA INC., ET AL.

Judge: KELLY ANN GALLAGHER

Pages Filed: 16

**IN THE COURT OF COMMON PLEAS
CUYAHOGA COUNTY, OHIO**

TREVOR ELKINS, DORENE KRAY,
STEVEN MORAN, BRIAN SCHAFFRAN,
and ROBERT SCHIPPLING
Newburgh Heights Village Hall
3801 Harvard Avenue
Newburgh Heights, Ohio 44105

Plaintiffs,

vs.

SCRIPPS MEDIA, INC.
Corporation Service Company
50 West Broad Street, Suite 1330
Columbus, Ohio 43216

and

JONATHAN WALSH
News 5 Cleveland
3001 Euclid Avenue
Cleveland, Ohio 44115

Defendants.

Case No.:

Judge:

COMPLAINT WITH JURY DEMAND

I. INTRODUCTION

1. This is an action by Trevor Elkins, the Mayor of Newburgh Heights, Ohio, and four members of Newburgh Heights Village Council, asserting claims for defamation and false light publicity against Scripps Media Inc., who owns and operates WEWS-TV News 5 Cleveland (“News 5”), an ABC affiliated television network broadcasting from Cleveland, Ohio, and Jonathan Walsh, a reporter for News 5.

2. News 5 produced and aired a story by Walsh intended to sensationalize a lawful billing practice and smear Mayor Elkins and the Newburgh Heights Council members as the individuals behind what the Defendants called a “government-sanctioned scam.” In truth, this so-called “scam”

involves nothing more than billing at-fault drivers for the Newburgh Heights police services that their negligent conduct requires. The bills are sent to the drivers' insurance companies, which are contractually obligated to pay the fees for these police services, and the Village is specifically authorized by statute to collect these fees. Thus, what Defendants presented as a "scam" is not only entirely lawful but also a common-sense practice by which the Newburgh Heights officials ensure that their residents aren't stuck paying the price when at-fault drivers require service in the Village that their insurance companies are legally obligated to pay for.

3. Defendants gave no regard to the apparent legitimacy of this practice and its obvious public benefits, despite that Newburgh Heights officials spent hours responding to Walsh's information requests informing him of the same. Instead, Defendants intentionally or recklessly published a series of misrepresentations and outright falsehoods to support a piece that reflects a calculated and perverse political smear against Mayor Elkins, a rising star in the local Democratic Party, and his supporters in Newburgh Heights. The defamatory implications of Defendants' intentional falsehoods are many, including that the Plaintiffs are crooks and stooges, unfit for public office.

4. This wrong must be righted not only to obtain justice for the Plaintiffs, but to protect the public's interest in television stations and news outlets publishing truthful and useful journalism and refraining from publishing false and defamatory statements intended to accomplish ulterior purposes.

II. PARTIES

5. Plaintiff Trevor Elkins is the duly elected and currently acting Mayor of the Village of Newburgh Heights, OH and a resident of Cuyahoga County. He brings this lawsuit in his personal capacity only.

6. Plaintiffs Dorene Kray, Lonnie "Steven" Moran, Brian Schaffran, and Robert Schippling ("Council members") are duly elected and currently acting members of Newburgh Heights Village

Council, and are residents of Cuyahoga County. They bring this lawsuit in their personal capacities only.

7. Defendant Scripps Media Inc. is a Delaware Corporation registered to do business in the state of Ohio and the operator of News 5, an FCC licensed broadcast television station based in Cleveland, Ohio. Scripps Media, Inc., maintains its primary place of business in Cincinnati, Ohio.

8. Defendant Jonathan Walsh is an Ohio resident who has worked as a reporter for News 5 in Cleveland since 2013.

III. JURISDICTION AND VENUE

9. This Court has Jurisdiction over the Defendants because they are residents or maintain their primary place of business in Ohio, are registered as a foreign corporation to do business in Ohio and operate and work for the television station whose conduct is at issue in this litigation, News 5, which is broadcast from Cleveland, Ohio.

10. Venue is proper in this Court because the acts upon which the claims are based occurred in Cuyahoga County. The defamatory statements at issue were published from and in Cuyahoga County and the damages were and are suffered by the Plaintiffs, Cuyahoga County residents, while in Cuyahoga County.

IV. FACTS

11. Trevor Elkins is and has been the Mayor of Newburgh Heights, Ohio, since 2012.

12. Prior to serving as Mayor, Elkins served on the Village Council and served as the Village Finance Director.

13. Mayor Elkins has been a popular and effective mayor, winning the Democratic primary in 2011 with over 60% of the vote and over 56% in the 2011 general election. He was unopposed in the 2015 Democratic primary, and the 2015 general election.

14. Plaintiffs are popular among their constituents for their support for and implementation of

innovative policies for which they have received positive attention locally and nationally. This includes the 2016 decision by the Village to grant all full-time employees six months paid parental leave.¹ Tom Perez, then the United States Secretary of Labor, visited Newburgh Heights and said that “Mayor Elkins is a leader on an issue that keeps people up at night and that is the issue of paid leave.”²

15. Elkins’ popularity among his constituents and among members of the Cuyahoga County Democratic Party, more broadly, is also due to his willingness to speak out against unpopular policies maintained by established politicians against the will of their constituents. For example, Elkins is one of only a few elected officials in the County to have consistently demanded increased transparency and accountability regarding continued public subsidies to maintain Cleveland’s professional sports facilities. He was the only member of the regional Mayors and City Managers Association to vote against the Cuyahoga County “Sin Tax” subsidy in 2014. Additionally, he was the only board member of the Greater Cleveland Regional Transit Authority to vote against the fare hikes and service cuts that the RTA implemented in the summer of 2016.

16. Elkins has made clear that he has political ambitions beyond his current position—telling *Cleveland Scene* on July 27, 2016 that, “If I can make the world an even better place in higher office, then I will explore that. Do I think my political career ends in Newburgh Heights? Probably not.”

17. To wit, Elkins was one of two finalists in the August 2017 election for the Cuyahoga County Democratic Party Chair, eventually losing the election by a 58.4 to 41.6 margin to County Councilwoman Shontel Brown. Brown’s “significant establishment support” in this election was

¹Lorrie Taylor, *Parental-Leave Law in Newburgh Heights Gets Attention of the White House*, Fox 8 News (Jun. 6, 2016) <http://fox8.com/2016/06/06/parental-leave-law-in-newburgh-heights-gets-attention-of-white-house/>, Fox 8 News, (accessed Nov. 30, 2017).

² *Id.*

widely reported,³ including that from U.S. Representative Marcia Fudge, Cuyahoga County Executive Armond Budish, Cleveland City Council President Kevin Kelley, and “almost all of Cleveland City Council.”⁴ Despite this “establishment support,” departing Party Chair Stu Garson recommended Elkins over Brown in a widely publicized letter in which Garson wrote that, “successful fundraising is about [the chair’s] character and ability to convey that the Party is governed by its principles and our community’s public interest.”⁵

18. Garson’s letter explicitly recognized the obvious: One’s ability to advance to higher office and do further good is in large part contingent on one’s reputation in the community—here both the community of Newburgh Heights and the larger communities of Cuyahoga County and the State of Ohio.

A. The law authorizing service fees for accident response

19. The Mayor and Village Council are responsible for introducing, passing, executing, and enforcing the laws of Newburgh Heights.

20. On June 3 of 2014, the Village passed Ordinance 2014-29, which added Section 139.13 to the Newburgh Heights Codified Ordinances. The statute was proposed by the Mayor on the advice of the Village’s Chief of Police, John Majoy, publicly noticed and published, then passed in public session by vote of Council. The statute reads as follows:

³ Seth A. Richardson, *Cuyahoga Dems elect first black, woman chair in history*, Cleveland.com (Aug. 26, 2017) http://www.cleveland.com/open/index.ssf/2017/08/cuyahoga_dems_elect_fir st_blac.html (accessed Nov. 30, 2017).

⁴ Sam Allard, *Cuyahoga County Democratic Party Elects Shontel Brown as Chair*, Cleveland Scene (Aug. 27, 2017) <https://www.clevescene.com/scene-and-heard/archives/2017/08/29/cuy ahoga-county-democratic-party-elects-shontel-brown-as-chair> (accessed Nov. 30, 2017).

⁵ Sam Allard, *Departing Democratic Party Chair Endorses Trevor Elkins or Sandra Williams in Strongly Worded Letter*, Cleveland Scene (Aug. 25, 2017) <https://www.clevescene.com/scene-and-heard/archives/2017/08/25/departing-democratic-party-chair-endorses-trevor-elkins-or-sandra-williams-in-strongly-worded-letter> (accessed Nov. 30, 2017).

SERVICE FEES FOR POLICE AND FIRE DEPARTMENTS.

(a) The Village of Newburgh Heights's Police and Fire Departments shall initiate service fees for the delivery of Police Department and Fire Department services, personnel, supplies and equipment, respectively, to the scene of motor vehicle accidents, HazMat incidents, gas line repairs, structure fires, false alarms and other emergency services that are beyond core governmental services. The rate of the service fees shall be that which is the usual, customary and reasonable costs (UCR), which includes any services, personnel, supplies and equipment and may vary based on the actual costs of the individual accident.

(b) The service fees shall be charged to the responsible or “at-fault” party or driver, initially filed to their motor vehicle insurance or other applicable insurance policy and/or insurance company, representing an add-on-cost of the claim for negligent acts or driving damages of the vehicles, property and/or injuries. The claim costs shall be filed to the insurance company, the owner of a vehicle, owner of property, or other responsible parties.

(c) The Mayor is hereby authorized to enter into a Cost Recovery Services Agreement with Cost Recovery Corp, LLC in the form and pursuant to the terms set forth in Exhibit A attached to Ordinance 2014-29, which is incorporated herein by reference as if fully rewritten. The Mayor and Fiscal Officer are hereby further authorized to take any and all steps necessary for performance of said contract.

(d) The Mayor and/or Fiscal Officer may make rules or regulations, and from time-to-time may amend, revoke or add rules and regulations, relating to this section as they may deem necessary or expedient in respect to billing for these fees or the collection thereof.

(e) All amounts collected as a result of this section shall be placed into a fund as established by the Fiscal Officer to be used exclusively for personnel, supplies and equipment for the Police Department and/or Fire Department.

21. The purpose of the ordinance was to recapture, primarily from insurance companies, some of the significant expense the Village incurs responding to automobile accidents within Village limits.

22. Specifically, the policy has been implemented so that when one party is at fault in causing an accident the Village bills that individual for the costs the Village incurs in responding.

23. These costs are measured by the time and public resources expended by the Village in responding to the accident.

24. The statute authorizes a third party to bill on behalf of the Village in an attempt to collect these costs. The Village has entered into an agreement with a third party to do just that.

25. While it is the driver in these matters that is being “charged” for the services, the third-party sends the bills to the insurance company of the at-fault driver. In Ohio, it is illegal to drive any motor vehicle without insurance. O.R.C. 4507.212, 4509.101; O.A.C. 4501:1–2.

26. The point is to reallocate the cost of responding to accidents, in terms of time and police resources, from the residents of Newburgh Heights to insurers—who are being paid by their insured to assume financial responsibility for accidents the insured may cause.

27. All funds collected through the process are, by the specific terms of 139.13(e), allocated “exclusively for personnel, supplies and equipment for Police Department and/or Fire Department.”

28. These are expenses that would otherwise be borne by the residents of Newburgh Heights. By passing them on to insurance companies, the law ultimately saves the Village and its residents money that can be spent on other Village services.

29. While Section 139.13 codifies the Village’s right to bill insurers or at-fault drivers for public resources allocated to responding to an accident caused by the at-fault driver, it does not *obligate* the village to do anything. Section (d) makes clear that the Village may do (or not do) whatever he may “deem necessary or expedient in respect to billing for these fees or the collection thereof.”

30. Plaintiffs’ goal in enacting the policy was to collect the Village’s fair share of any insurance coverage that might be available. As such, Plaintiffs have been judicious in how and when to pursue payment on behalf of the Village.

31. To Plaintiffs’ knowledge, there were no complaints regarding the policy or its

implementation from the time the ordinance passed until the reporting by News 5.

B. Defendants' hit piece on Newburgh Heights and its elected officials

32. Despite the ordinance having been passed and in effect for years without incident, Defendant Walsh and News 5 decided in 2017 to “investigate” and eventually produce a story about the practice.

33. Rather than discussing the rationale for the law or how transferring costs from the Village's residents to insurance companies benefits the Village and its residents, the story vilified the practice not merely as bad public policy but as a criminal enterprise.

34. News 5 ran a story on-air on November 2, 2017 which it also posted to their website with an accompanying written story by Walsh.⁶

35. Despite that this story is reporting on a law that was passed in public proceedings in 2014 and has been enforced publically since then, it leads by claiming that Newburgh Heights is a “tiny village with a big secret.”

36. There is and was nothing “secret” about Ordinance 2014-29 or its implementation. In fact, it was adopted only after having been read aloud at public Village Council meetings on three separate occasions.

37. The claims only become more egregious as the video and article continues. To wit, Defendants accuse Plaintiffs of running a “widespread” “government-sanctioned scam,” and a “scheme to fool people and insurance companies into giving cash to Newburgh Heights.” The story also refers to the practice as “sinister” and refers to those who are billed for the outlay of public services they requested as “victims.”

⁶ Johnathan Walsh, *How a Government-Sanctioned Scam in Newburgh Heights Has Taken Thousands of Dollars from Drivers*, News 5 Cleveland (Nov. 2, 2017) <http://www.news5cleveland.com/longform/how-a-government-sanctioned-scam-in-newburgh-heights-has-taken-thousands-of-dollars-from-drivers> (accessed Nov. 30, 2017), attached as **Exhibit 1**.

38. Defendants also make misrepresentations about the form of the billing statement, implying that this is part of the “scam.” The report states that the billing statements “look official,” implying that they are not official and are otherwise fraudulent. This implication is demonstrably false. The billing statements are official billing statements of the Village intended to collect money that is lawfully owed, and there is no evidence or reasonable argument to the contrary.

39. While Defendants reported the so-called “scam” as “widespread,” in the three and a half years since Ordinance 2014-29 was passed, only 208 negligent drivers were billed in connection with this practice. This composes an infinitesimal fraction of the conservatively estimated 120 million drivers that have passed through Newburgh Heights during the same time period.

40. To further support their misrepresentation of a “widespread scam,” Defendants included inflammatory quotes from two individuals who were not even cited under the cost recovery program at issue. These individuals were each cited by Newburgh Heights Police for driving with a suspended license, and were walking out of the Village courthouse after making appearances in connection with those citations when Walsh solicited their uninformed opinions about the so-called “scam.”

41. At no point does the story explain that what Newburgh Heights is doing is not a lawless *ad hoc* program cooked up to line the pockets of the Village and its officials—a fact clearly implied by the story’s irrelevant discussion of the cost of the Village’s town hall and its “bay windows, crown moldings, and, [heaven forbid!] a chandelier”—but is instead a program authorized by an ordinance and clearly permissible under the Ohio statutory law and the Ohio Constitution’s home-rule powers granted to municipal corporations like the Village.

42. A legally passed and publically noticed ordinance from 2014 authorizing the Village to collect payments from contractually obligated insurance companies for damages that their negligent clients have caused is not “sinister,” is not a “scheme,” is not a “scam,” and does not “victimize” anyone.

43. In addition to the broad and unsubstantiated misrepresentations discussed above, the story contains more specific falsehoods, including the following false and defamatory statements:

- that Plaintiffs are charging people for “calling the police for an accident;”
- that Plaintiffs are charging people “for getting into an accident;”
- that “soft-billing” as implemented by the Plaintiffs is a “scam;” and
- that “motorist aren’t required to pay” the bills they receive.

44. **First**, no one is ever charged for calling the Newburgh Heights police for an accident. No statute or ordinance authorizes Newburgh Heights or its Mayor to charge people for calling the police nor would such a charge likely be legally permissible even if authorized by ordinance. Further, Plaintiffs would never consider such an absurd and dangerous policy.

45. Defendants’ claim is therefore not only false and likely to cause harm due to the information that it falsely conveys, it necessarily alleges that the Plaintiffs are breaking the law by billing citizens for calling the police department.

46. Defendants knew that no one was “charged” for “calling the [Newburgh Heights] police for an accident” when they published their false and defamatory statement to the contrary.

47. **Second**, no one is charged for “getting into an accident” in Newburgh Heights. If there is an accident and no one is at fault, no one is billed. In an accident where one party is at-fault, only that party is billed—a party who is “in an accident” but did not cause the accident will not be billed for the accident.

48. There is therefore no “charge” for “getting into an accident.” Rather, *if* an accident is reported to police and they are called to the scene and *if* one driver is found to be at fault in the accident then that drivers’ insurance company will be billed for the outlay of public services associated with the accident. The “charge” is for the public services, if any, employed by the Village in responding to an accident caused by the person who is charged, it is not a “charge” for merely

“getting into” an accident. Defendants understood this when they published their false and defamatory statement to the contrary.

49. **Third**, soft-billing is not a “scam.” Rather, soft-billing is a term of art which only means that if an at-fault driver’s insurance company does not pay the amount billed, the Village will not generally pursue legal remedies to collect from the at-fault driver individually, even though those at-fault drivers are legally obligated to pay.

50. The Village may, however, follow up with an invoice to the at-fault driver if the at-fault driver’s insurance company does not pay and the at-fault driver lives outside Newburgh Heights. Those bills are a lawful attempt to collect an amount legally due and owed. Defendants knew or should have known this when they falsely and defamatorily reported this practice as a “scam.”

51. **Fourth**, the claim that the motorist “aren’t required to pay” the bills they receive is similarly untrue. It is true that, as a practical matter, Plaintiffs have chosen not to pursue remedies such as reporting the debts to the credit bureaus or filing lawsuits against those drivers who do not pay. But that does not mean that the motorist “aren’t required” to pay. The law says they are. And the law by no means prevents or restricts Plaintiffs from taking necessary legal action to compel payment. In fact it authorizes them to do so. Plaintiffs simply have chosen not to use the law in such a manner.

52. Plaintiffs generally do not make further efforts to collect these fees when they are not paid by insurance or the driver after two billings.

53. Newburgh Heights staff spent hours of Village time responding to Defendants’ requests for information for this story, and explaining the truth about the billing practice as set forth above. Defendants nevertheless twisted this information into a defamatory story a “widespread scam” being operated by Plaintiffs. They did so despite Plaintiffs’ repeated requests that Defendants not pursue their defamatory story, including in lengthy conversations with Defendant Walsh and the managers of News 5’s editorial staff. This constitutes per se defamation that reflects a calculated and perverse

intent to tarnish Plaintiffs' reputations.

54. Defendants published these false and defamatory statements only months after departing Cuyahoga County Democratic Party Chair Stu Garson endorsed Elkins as his successor over the preferred "establishment candidate" Shontel Brown in the letter discussed in Paragraph 14, above. In this letter, Garson effectively stated that Brown, who was eventually elected to the position, would "attempt[] to pick between candidates before endorsement or engineer a predetermined result," and thus "w[ould] be moving the party back to a dysfunctional past instead of building on the fragile progress we have achieved up to this point." At the time, *Cleveland Scene* reported the establishment support for Brown as "puppet masters at work."⁷

55. Defendant Walsh first contacted Newburgh Heights officials about this story on February 22, 2017, only days after Elkins first announced his candidacy for Party Chair.

56. The facts alleged in this Complaint, including the outlandish nature of Defendants' hit piece against Elkins (that necessarily also defamed the Council members), support an inference that Defendants published their false and defamatory statements recklessly or intentionally at the behest of persons or entities with a political or financial interest in smearing Trevor Elkins' reputation as a rising star in the local Democratic Party.

C. The Plaintiffs are damaged by Defendants' false and defamatory statements

57. As noted above, Plaintiffs are politicians whose reputations—specifically as it relates to not engaging in behavior that is corrupt, self-serving, or illegal—are their most important asset.

58. Mayor Elkins in particular has worked hard both in the county and national organizations of the Democratic Party to gain positive recognition and attempt to help others.

⁷ Sam Allard, *Puppet Masters at Work as County Democratic Party Chair Vote Looms*, *Cleveland Scene* (Aug. 23, 2017) <https://www.clevescene.com/scene-and-heard/archives/2017/08/23/puppet-masters-at-work-as-county-democratic-party-chair-vote-looms> (accessed Nov. 30, 2017).

59. Defendants' story reflects a calculated and perverse intent to smear the Plaintiffs' reputations for ulterior purposes.

60. For example, Defendants' false statement that individuals are charged merely for calling the police after an accident is a direct allegation that the Plaintiffs, as Newburgh Heights officials, illegally collect money for provision of a service for which there is no legal right to charge fees.

61. Similarly, the claim that the bills the Village sends are a "scam" and that individuals who receive them are not required to pay is an allegation that Plaintiffs are engaged in a fraudulent scheme to extort money from citizens to which the Village does not have a legal right. This amounts to a claim that Elkins and the Council members are involved in criminal behavior.

62. Defendants' false and defamatory statements have, as Defendants intended, reflected upon Plaintiffs' character by bringing them into ridicule, hatred, or contempt, have affected them injuriously in their trade or profession, and constitute defamation per se.

63. Defendants' false and defamatory statements serve, as News 5 intended, to paint Plaintiffs in a false light as public servants willing to engage in fraudulent, disreputable or unjust behavior in order to enrich the Village and themselves personally.

64. Defendants' false and defamatory statements have required Plaintiffs to respond to angry phone calls, voicemails, and other messages from their constituents and other members of the public who were misled by Defendants' false and defamatory report.

65. Defendants' false and defamatory statements are harmful to the reputations of Plaintiffs, who have committed themselves to public service and who implemented this policy only to benefit the residents of Newburgh Heights.

66. Because they have damaged and will damage their reputations in Newburgh Heights and in the larger Northeastern Ohio and statewide communities, Defendants' false and defamatory statements will make it harder for Plaintiffs to effectively advocate for the citizens of Newburgh

Heights and Cuyahoga County at large.

67. Defendants' false and defamatory statements will make it harder for Plaintiffs to obtain re-election to their current positions or election to any other office or position.

68. Such false and defamatory statements would be highly offensive to any reasonable individual committed to public service and to bettering the lives of constituents and fellow citizens.

69. The false and defamatory statements have directly and proximately caused Plaintiffs to suffer mental distress that naturally results from a false and defamatory smear of such magnitude.

V. CLAIMS

Count 1 Defamation per se

70. Plaintiffs reallege all the above paragraphs as though fully rewritten herein

71. Defendants widely published, through a piece broadcast on News 5 TV and posted on their website, false statements regarding the Plaintiffs, including but not limited to claims that they were operating a "scam" that charged people for calling the police, charged people for merely being in an accident, and sent fraudulent bills that recipients were not actually required to pay.

72. These statements were demonstrably false at the time they were made.

73. These false statements recklessly, intentionally, and falsely imply that Plaintiffs engaged in criminal activity.

74. These statements were intended to and have reflected upon Plaintiffs' character by bringing them into ridicule, hatred, or contempt, and were intended to and have affected them injuriously in their trade or profession. Thus, these statements constitute defamation per se.

75. Defendants knew the statements were false, or acted in reckless disregard for the truth, at the time they published the statements.

76. As a result of Defendants' publication of these false and defamatory statements, Plaintiffs have suffered mental distress and damage to their personal and professional reputations.

Count 2
False Light (Invasion of Privacy)

77. Plaintiffs reallege all the above paragraphs as though fully rewritten herein
78. Ohio recognized a tort for false light invasion of privacy in *Welling v. Weinfeld*, 113 Ohio St. 3d 464, 2007-Ohio-2451, 866 N.E.2d 1051, ¶ 1.
79. Defendants widely published, through a piece broadcast on News 5 and posted on their website, false statements regarding Mayor Elkins and the Council members, including but not limited to claims that they were operating a “scam” that charged people for calling the police, charged people for merely being in an accident, and sent fraudulent bills that recipients were not actually required to pay.
80. Those statements were demonstrably false at the time they were made.
81. Defendants knew the statements were false, or acted in reckless disregard for the truth, at the time they published the statements.
82. Defendants knew that these statements would damage Plaintiffs by painting them in a false and negative light in the manner described above, and chose to publish the statements anyway.
83. As a result of Defendants’ publication of these false and defamatory statements, Plaintiffs have suffered mental distress and damage to their personal and professional reputations.

WHEREFORE, Plaintiffs demand judgment against the Defendants, jointly, in an amount in excess of twenty-five thousand Dollars (\$25,000.00), together with punitive and exemplary damages, attorneys’ fees, costs, expenses and any other relief to which the Plaintiffs may be entitled or that the Court finds is appropriate or equitable.

VI. JURY DEMAND

Plaintiffs demand a trial by jury on all issues within this Complaint.

Respectfully submitted,

/s/ Peter Pattakos

Peter Pattakos (0082884)

Dean Williams (0079785)

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