

1 Laurence M. Rosen (SBN 219683)  
2 **THE ROSEN LAW FIRM, P.A.**  
3 355 South Grand Avenue, Suite 2450  
4 Los Angeles, CA 90071  
5 Telephone: (213) 785-2610  
6 Facsimile: (213) 226-4684  
7 Email: lrosen@rosenlegal.com

8 *Counsel for Plaintiff*

9 UNITED STATES DISTRICT COURT  
10 CENTRAL DISTRICT OF CALIFORNIA

11 \_\_\_\_\_, Individually and on  
12 behalf of all others similarly situated,

13 Plaintiff,

14 v.

15 INNATE PHARMA, MONDHER  
16 MAHJOUBI, LAURE-HELENE  
17 MERCIER,

18 Defendants.  
19

No.

20 **CLASS ACTION COMPLAINT**  
21 **FOR VIOLATIONS OF THE**  
22 **FEDERAL SECURITIES LAWS**

23 CLASS ACTION

24 JURY TRIAL DEMANDED  
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1 Plaintiff \_\_\_\_\_ (“Plaintiff”), individually and on behalf of all other persons  
2 similarly situated, by Plaintiff’s undersigned attorneys, for Plaintiff’s complaint  
3 against Defendants (defined below), alleges the following based upon personal  
4 knowledge as to Plaintiff and Plaintiff’s own acts, and information and belief as  
5 to all other matters, based upon, *inter alia*, the investigation conducted by and  
6 through his attorneys, which included, among other things, a review of the  
7 Defendants’ public documents, conference calls and announcements made by  
8 Defendants, United States Securities and Exchange Commission (“SEC”) filings,  
9 wire and press releases published by and regarding Innate Pharma S.A. (“Innate”  
10 or the “Company”), and information readily obtainable on the Internet. Plaintiff  
11 believes that substantial evidentiary support will exist for the allegations set forth  
12 herein after a reasonable opportunity for discovery.

13 **NATURE OF THE ACTION**

14 1. This is a class action on behalf of persons or entities who purchased  
15 or otherwise acquired publicly traded Innate securities between March 10, 2020  
16 and September 8, 2020, inclusive (the “Class Period”). Plaintiff seeks to recover  
17 compensable damages caused by Defendants’ violations of the federal securities  
18 laws under the Securities Exchange Act of 1934 (the “Exchange Act”).

19 **JURISDICTION AND VENUE**

20 2. The claims asserted herein arise under and pursuant to Sections  
21 10(b) and 20(a) of the Exchange Act (15 U.S.C. §§78j(b) and 78t(a)) and Rule  
22 10b-5 promulgated thereunder by the SEC (17 C.F.R. §240.10b-5).

23 3. This Court has jurisdiction over the subject matter of this action  
24 pursuant to 28 U.S.C. § 1331, and Section 27 of the Exchange Act (15 U.S.C.  
25 §78aa).

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

3 5. In connection with the acts, conduct and other wrongs alleged in this  
4 complaint, Defendants, directly or indirectly, used the means and  
5 instrumentalities of interstate commerce, including but not limited to, the United  
6 States mails, interstate telephone communications and the facilities of the  
7 national securities exchange.

### 8 **PARTIES**

9 6. Plaintiff, as set forth in the accompanying certification, incorporated  
10 by reference herein, purchased Innate securities during the Class Period and was  
11 economically damaged thereby.

12 7. Defendant Innate purports to be a clinical-stage biotechnology  
13 company engaged in discovering and developing first-in-class therapeutic  
14 antibodies that harness the innate immune system to improve cancer treatment  
15 and clinical outcomes for patients. The Company is incorporated in France, and  
16 their headquarters are located at 117, Avenue De Luminy-BP 30191 Marseille IO  
17 13009

18 8. Defendant Mondher Mahjoubi (“Mahjoubi”) served as the  
19 Company’s Chief Executive Officer (“CEO”) at all relevant times.

20 9. Defendant Laure-Helene Mercier (“Mercier”) served as the  
21 Company’s Chief Financial Officer (“CFO”) at all relevant times.

22 10. Defendants Mahjoubi and Mercier are collectively referred to herein  
23 as the “Individual Defendants.”

24 11. Each of the Individual Defendants:

25 (a) directly participated in the management of the Company;

26 (b) was directly involved in the day-to-day operations of the Company  
27 at the highest levels;  
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- 1 (c) was privy to confidential proprietary information concerning the  
2 Company and its business and operations;
- 3 (d) was directly or indirectly involved in drafting, producing, reviewing  
4 and/or disseminating the false and misleading statements and  
5 information alleged herein;
- 6 (e) was directly or indirectly involved in the oversight or  
7 implementation of the Company's internal controls;
- 8 (f) was aware of or recklessly disregarded the fact that the false and  
9 misleading statements were being issued concerning the Company;  
10 and/or
- 11 (g) approved or ratified these statements in violation of the federal  
12 securities laws.

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

17 13. The scienter of the Individual Defendants and other employees and  
18 agents of the Company is similarly imputed to Innate under *respondeat superior*  
19 and agency principles.

20 14. Defendants Innate and the Individual Defendants are collectively  
21 referred to herein as "Defendants."

22 **SUBSTANTIVE ALLEGATIONS**  
23 **Materially False and Misleading**  
24 **Statements Issued During the Class Period**

25 15. On October 23, 2018, Innate and AstraZeneca announced an  
26 expansion to a pre-existing collaboration agreement. As part of this agreement,  
27 AstraZeneca purchased 9.8% of newly-issued equity stake in Innate and, *inter*  
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1 *alia*, obtained full oncology rights to monalizumab, a first-in-class humanized  
2 anti-NKG2A antibody. As part of this agreement, Innate was to receive \$100  
3 million in milestone payments at the start of the first Phase 3 clinical trial for  
4 monalizumab.

5 16. On March 10, 2020, the Company submitted to the SEC a Form 6-K  
6 containing a press release summarizing the results of its fiscal year ended  
7 December 31, 2019 (the “FY2019 Results”). The FY2019 Results was signed by  
8 Defendant Mercier. The FY2019 Results stated the following concerning the  
9 Company’s development of Monalizumab:

- 10 • On September 26, the Company announced AstraZeneca will  
11 advance monalizumab in combination with cetuximab in head and  
12 neck patients in a Phase III trial. The trial will test monalizumab in  
13 combination with cetuximab in IO-pretreated patients suffering from  
14 recurrent or metastatic (R/M) squamous cell carcinoma of the head  
15 and neck (SCCHN). *Innate is eligible to a \$100m milestone  
payment from AstraZeneca upon dosing of the first patient in this  
first Phase III clinical trial for monalizumab.*

16 \* \* \*

- 17 • *In the first half of 2020, preliminary efficacy data will be  
18 showcased from the expansion cohort 2 that included 40 additional  
IO-pretreated patients.*

- 19 • Additionally, *preliminary efficacy data from the ongoing expansion  
20 cohort 3 is expected in the second half of 2020*, evaluating the  
21 combination of monalizumab, cetuximab and durvalumab in IO-  
naïve patients.

22 (Emphasis added.)

23 17. On April 24, 2020, the Company submitted to the SEC a Form 20-F  
24 for the fiscal year ended December 31, 2019 (the “2019 20-F”). Attached to the  
25 2019 20-F were certifications pursuant to the Sarbanes-Oxley Act of 2002  
26 (“SOX”) signed by Defendants Mahjoubi and Mercier attesting to the accuracy of  
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1 financial reporting, the disclosure of any material changes to the Company's  
2 internal control over financial reporting and the disclosure of all fraud.

3 18. The 2019 20-F stated the following regarding monalizumab in  
4 pertinent part:

5 Under our collaboration agreement with AstraZeneca, *we are*  
6 *eligible to receive a \$100 million milestone payment upon dosing of*  
7 *the first patient in the first Phase III clinical trial for monalizumab.*  
8 AstraZeneca has advised us that it expects to commence the Phase III  
9 clinical trial of monalizumab in combination with cetuximab in 2020.

9 (Emphasis added.)

10 19. On May 12, 2020, the Company submitted to the SEC a Form 6-K  
11 containing a press release summarizing the results of its first quarter ended March  
12 31, 2020, (the "1Q2020 Results"). The 1Q2020 Results was signed by Defendant  
13 Mercier. The 1Q2020 Results continued to paint a rosy picture about the  
14 development of monalizumab:

- 15 • *At the ASCO20 Virtual Scientific Conference, new efficacy data*  
16 *will be presented from a Phase II expansion cohort of IO-*  
17 *pretreated patients.*
- 18 • *The advancement of monalizumab in combination with cetuximab*  
19 *to a Phase III trial in IO-pretreated patients suffering from*  
20 *recurrent or metastatic (R/M) squamous cell carcinoma of the head*  
21 *and neck (SCCHN) is expected in 2020.*

21 (Emphasis added.)

22 20. According to the 1Q2020 Results, monalizumab trials were on track,  
23 and results were significant enough to share at a scientific conference. Notably,  
24 the 1Q2020 Results did not discuss, in any capacity, the standing agreement  
25 between Innate and AstraZeneca, particularly as it relates to the \$100 million  
26 payment due upon dosing of the first patient in the first Phase 3 trial.

27 21. The statements contained in ¶¶16-20 were materially false and/or  
28 misleading because they misrepresented and failed to disclose the following

1 adverse facts pertaining to the Company’s business, operations and prospects,  
2 which were known to Defendants or recklessly disregarded by them. Specifically,  
3 Defendants made false and/or misleading statements and/or failed to disclose  
4 that: (1) Innate touted the results of their various Phase 2 trials as being within  
5 expectations; (2) Innate continued to reassure investors that they were eligible for  
6 the \$100 million payment upon first dosing of Phase 3 trials; (3) Innate failed to  
7 timely disclose their renegotiations with AstraZeneca to split the \$100 million  
8 payment into two \$50 million payments, to be partially contingent on  
9 performance during the Phase 3 trials; and (4) as a result, Defendants’ statements  
10 about its business, operations, and prospects, were materially false and  
11 misleading and/or lacked a reasonable basis at all relevant times.

### 12 **THE TRUTH EMERGES**

13 22. On September 8, the Company submitted to the SEC a Form 6-K  
14 containing a press release summarizing the results of the first half of 2020, ended  
15 June 30, 2020 (the “1H2020 Results”). The 1H2020 Results was signed by  
16 Defendant Mercier. In the 1H2020, Defendants abruptly announced a change in  
17 the long-touted payment scheme with AstraZeneca.

18 23. In pertinent part, the 1H2020 Results stated the following regarding  
19 monalizumab development:

- 20 • At the May ASCO20 Virtual Scientific Conference, efficacy data was  
21 presented from a Phase 2 expansion cohort investigating the  
22 combination of monalizumab and cetuximab in patients with  
23 recurrent or metastatic head and neck squamous cell cancer (R/M  
24 SCCHN) who have been previously treated with platinum-based  
25 chemotherapy and PD-(L)1 inhibitors (“IO-pretreated”, “Cohort 2”).  
26 ***Those data showed an overall response rate in line with previously  
27 reported data and a manageable safety profile.***
- 28 • As previously announced, the advancement of monalizumab into a  
Phase 3 randomized clinical trial evaluating monalizumab in

1 combination with cetuximab in patients suffering from R/M SCCHN  
2 is expected in the second half of 2020.

- 3 • ***Following review of longer patient follow-up and maturing survival***  
4 ***data from Cohort 2, and following discussions with AstraZeneca,***  
5 ***the Company has agreed to amend the agreement. It will now***  
6 ***receive a \$50 million payment upon AstraZeneca’s dosing of the***  
7 ***first patient in the Phase 3 trial, and a \$50 million payment after***  
8 ***the interim analysis demonstrates the combination meets a pre-***  
9 ***defined threshold of clinical activity.***

10 (Emphasis added.)

11 24. The same day, before markets opened, Innate held a conference call  
12 to discuss the 1H2020 Results. During the conference call, Defendant Mahjoubi  
13 stated the following, in pertinent part, regarding monalizumab:

14 “Moving to monalizumab and in the beginning a few updates  
15 from our Phase II program. In May of this year, as part of the ASCO  
16 2020 Virtual Scientific Program, we presented efficacy data from the  
17 Expansion Cohort 2 of our Phase II trial investigating the  
18 combination of monalizumab and cetuximab in IO-pretreated patients  
19 with recurrent or metastatic head and neck cancer.

20 ***Those data showed an overall response rate in line with***  
21 ***previously reported data and a very manageable safety profile.*** In  
22 addition, we expanded Cohort number 3 of this study exploring the  
23 triplet of monalizumab, cetuximab and durvalumab in IO-naive  
24 patients with head and neck cancer from 40 to 20 patients. We have  
25 completed enrollment for this cohort and expect to publish related  
26 data in 2021. This is the update on the Phase II program.

27 ***Now, the great news that we shared this morning and we are***  
28 ***very excited that AstraZeneca will be advancing monalizumab into***  
***Phase III*** wheelchair [Phonetic], as we previously announced.  
Similar to Cohort 2, AZ study will be evaluated with monalizumab  
and cetuximab in IO-pretreated patients with recurrent or metastatic  
head and neck cancer. ***Importantly, the advancement of***  
***monalizumab into Phase III represents a significant clinical and***  
***financial milestone for Innate as with the dosing of the first patient***  
***in the Phase III we will be progressed in Innate first ever Phase III***  
***assets.***



1            *You may recall Innate was eligible to receive \$100 million*  
2 *from AstraZeneca upon dosing of the first patient in the Phase III*  
3 *trial. And following the review of the maturation of the data and*  
4 *discussion with AstraZeneca, the company has agreed to amend the*  
5 *agreement and it will now receive a \$50 million payment up in*  
6 *AstraZeneca dosing of the first patient in the Phase III and a \$50*  
7 *million payment after the interim analysis demonstrates that the*  
8 *combination meets the pre-defined threshold of clinical activity.*

9            All other potential development and commercial milestones  
10 related to the agreement remains unchanged, including our  
11 participation to the financing of the Phase III under the terms we all  
12 know. Together with AstraZeneca, we are very excited by the  
13 opportunity for monalizumab and believe the novel combination of  
14 pair [Phonetic] in mona, an anti-NKG2A monoclonal antibody, with  
15 cetuximab has the potential to provide the new therapeutic option for  
16 patients who fail immunotherapy.”

17 (Emphasis added.)

18 25. On this news, Innate’s American Depositary Share (“ADS”) prices  
19 dropped \$1.62, or over 26.6%, from closing at \$6.07 on September 4, 2020, the  
20 previous trading day, to open at \$4.82 on September 8, 2020 and declined  
21 throughout the trading day to close at \$4.45.

22 26. As a result of Defendants’ wrongful acts and omissions, and the  
23 precipitous decline in the market value of the Company’s ADSs, Plaintiff and  
24 other Class members have suffered significant losses and damages.

### 25 **PLAINTIFF’S CLASS ACTION ALLEGATIONS**

26 27. Plaintiff brings this action as a class action pursuant to Federal Rule  
27 of Civil Procedure 23(a) and (b)(3) on behalf of a class consisting of all persons  
28 other than defendants who acquired Innate securities publicly traded on  
NASDAQ during the Class Period, and who were damaged thereby (the “Class”).  
Excluded from the Class are Defendants, the officers and directors of Innate,  
members of the Individual Defendants’ immediate families and their legal

1 representatives, heirs, successors or assigns and any entity in which Officer or  
2 Director Defendants have or had a controlling interest.

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

9 29. Plaintiff's claims are typical of the claims of the members of the  
10 Class as all members of the Class are similarly affected by defendants' wrongful  
11 conduct in violation of federal law that is complained of herein.

12 30. Plaintiff will fairly and adequately protect the interests of the  
13 members of the Class and has retained counsel competent and experienced in  
14 class and securities litigation. Plaintiff has no interests antagonistic to or in  
15 conflict with those of the Class.

16 31. Common questions of law and fact exist as to all members of the  
17 Class and predominate over any questions solely affecting individual members of  
18 the Class. Among the questions of law and fact common to the Class are:

- 19 • whether the Exchange Act was violated by Defendants' acts as alleged  
20 herein;
- 21 • whether statements made by Defendants to the investing public during the  
22 Class Period misrepresented material facts about the financial condition  
23 and business Innate;
- 24 • whether Defendants' public statements to the investing public during the  
25 Class Period omitted material facts necessary to make the statements made,  
26 in light of the circumstances under which they were made, not misleading;  
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- whether the Defendants caused Innate to issue false and misleading SEC filings during the Class Period;
- whether Defendants acted knowingly or recklessly in issuing false and misleading SEC filings;
- whether the prices of Innate securities during the Class Period were artificially inflated because of the Defendants’ conduct complained of herein; and
- whether the members of the Class have sustained damages and, if so, what is the proper measure of damages.

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

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

- Innate securities met the requirements for listing, and were listed and actively traded on NASDAQ, a highly efficient and automated market;
- As a public issuer, Innate filed periodic public reports with the SEC and NASDAQ;
- Innate regularly communicated with public investors via established market communication mechanisms, including through the regular dissemination of press releases via major newswire services and through

1 other wide-ranging public disclosures, such as communications with the  
2 financial press and other similar reporting services; and

- 3 • Innate was followed by a number of securities analysts employed by major  
4 brokerage firms who wrote reports that were widely distributed and  
5 publicly available.

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

11 35. Alternatively, Plaintiff and the members of the Class are entitled to  
12 the presumption of reliance established by the Supreme Court in *Affiliated Ute*  
13 *Citizens of the State of Utah v. United States*, 406 U.S. 128 (1972), as Defendants  
14 omitted material information in their Class Period statements in violation of a  
15 duty to 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 36. Plaintiff repeats and realleges each and every allegation contained  
20 above as if fully set forth herein.

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

24 38. 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  
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1 order to make the statements made, in light of the circumstances under which  
2 they were made, not misleading.

3 39. 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 material facts  
7 necessary in order to make the statements made, in light of the  
8 circumstances under which they were made, not misleading; or
- 9 • engaged in acts, practices and a course of business that operated as a fraud  
10 or deceit upon plaintiff and others similarly situated in connection with  
11 their purchases of Innate securities during the Class Period.

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

23 41. Individual Defendants, who are the senior officers and/or directors  
24 of the Company, had actual knowledge of the material omissions and/or the  
25 falsity of the material statements set forth above, and intended to deceive Plaintiff  
26 and the other members of the Class, or, in the alternative, acted with reckless  
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1 disregard for the truth when they failed to ascertain and disclose the true facts in  
2 the statements made by them or other Innate personnel to members of the  
3 investing public, including Plaintiff and the Class.

4 42. As a result of the foregoing, the market price of Innate 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 Innate  
8 securities during the Class Period in purchasing Innate securities at prices that  
9 were artificially inflated as a result of Defendants' false and misleading  
10 statements.

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

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

19 45. By reason of the foregoing, Defendants have violated Section 10(b)  
20 of the 1934 Act and Rule 10b-5 promulgated thereunder and are liable to the  
21 plaintiff and the other members of the Class for substantial damages which they  
22 suffered in connection with their purchase of Innate securities during the Class  
23 Period.  
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## 25 COUNT II

### 26 **Violations of Section 20(a) of the Exchange Act** 27 **Against the Individual Defendants**

1           46. Plaintiff repeats and realleges each and every allegation contained in  
2 the foregoing paragraphs as if fully set forth herein.

3           47. During the Class Period, the Individual Defendants participated in  
4 the operation and management of Innate, and conducted and participated, directly  
5 and indirectly, in the conduct of Innate's business affairs. Because of their senior  
6 positions, they knew the adverse non-public information about Innate's  
7 misstatement of revenue and profit and false financial statements.

8           48. As officers and/or directors of a publicly owned company, the  
9 Individual Defendants had a duty to disseminate accurate and truthful  
10 information with respect to Innate's financial condition and results of operations,  
11 and to correct promptly any public statements issued by Innate which had  
12 become materially false or misleading.

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

23           50. By reason of the above conduct, the Individual Defendants are liable  
24 pursuant to Section 20(a) of the Exchange Act for the violations committed by  
25 Innate.  
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**PRAYER FOR RELIEF**

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

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

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

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

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

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**JURY TRIAL DEMANDED**

Plaintiff hereby demands a trial by jury.

18 Dated: October \_\_, 2020

**THE ROSEN LAW FIRM, P.A.**

By: /s/Laurence M. Rosen

Laurence M. Rosen (SBN 219683)

355 South Grand Avenue, Suite 2450

Los Angeles, CA 90071

Telephone: (213) 785-2610

Facsimile: (213) 226-4684

Email: lrosen@rosenlegal.com

*Counsel for Plaintiff*