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6 Plaintiff

7 UNITED STATES DISTRICT COURT
8 DISTRICT OF ARIZONA
9 PHOENIX DIVISION
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13 **Stanislav Arbit**) CASE NO.: **CV23-00533-PHX-SPL**
14 Plaintiff,)
15) **COMPLAINT FOR TRADEMARK**
16 vs.) **INFRINGEMENT**
17 **SCHNEIDER ELECTRIC SE**, a) (Trademark Infringement, Unfair Competition,
18 foreign entity,) Deceptive Trade Practices, Trademark Dilution and
19 Defendant.) Unjust Enrichment)
20) **DEMAND FOF JURY TRIAL**
21)
22)

23
24 Plaintiff, Stanislav Arbit, states the following for his Complaint against Schneider Electric SE.

25 **I. INTRODUCTION**

26
27 1. Arbit LLC (SecurePower) is a value-added reseller of mission-critical physical
28 information technology infrastructure. Arbit LLC was registered in California on

1 02/25/20 and purchased the domain securepower.io on 03/01/2020. Arbit LLC applied for
2 two trademark classes for the word mark SecurePower® on 10/20/2020. Both of the
3 trademarks, hereinafter referred to as the Trademark, were published on 04/27/2021 and
4 registered on 07/13/2021. Arbit LLC registered SecurePower as a DBA in Los Angeles
5 County on 06/26/2020. On 03/24/23, Arbit LLC assigned the Trademark, and the
6 underlining goodwill, to Stanislav Arbit. On 03/24/23, Stanislav Arbit licensed the
7 Trademark to Arbit LLC.

- 8 2. Schneider Electric SE (Schneider Electric) was aware of SecurePower’s use of
9 SecurePower in commerce because SecurePower registered the name and domain as an
10 APC partner in Q1 2020. Additionally, the US President of Schneider Electric, Aamir
11 Paul, Pankaj Sharma, the Global VP of the division that sells mission-critical physical
12 information technology infrastructure for Schneider Electric, and Matthew McGraw, the
13 Western Regional Manager of said division, received an email from SecurePower with
14 the conspicuous subject line “Death threats” on May 31, 2021. In the email, SecurePower
15 uses the SecurePower mark in the email signature. SecurePower terminated the
16 partnership with Schneider Electric on 08/23/21.
- 17 3. Arbit LLC DBA SecurePower began marketing Schneider Electric’s competitor products
18 on 3/13/2021— partnering with Vertiv on 3/13/2021, Tripp Lite on 03/16/21, Eaton on
19 03/24/21, and CyberPower on 08/20/21.
- 20 4. SecurePower has engaged in extensive email marketing and social media campaigns
21 targeting thousands of IT managers, directors, VPs, and CIOs and promoting the
22 SecurePower brand as a value-added reseller of the industry’s leading manufacturers,
23 with the exception of Schneider Electric.
- 24 5. Schneider Electric’s direct sales force uses the term *Secure Power* in their job titles,
25 marketing literature, website, and industry publications. The term *Secure Power* is not a
26 standard industry reference and its use by Schneider Electric is an attempt to trade on the
27 SecurePower’s commercial efforts.
- 28 6. In short, Schneider Electric’s use of the term *Secure Power* is an infringement that is
likely to cause consumer confusion and deceive the public regarding the source and/or

1 affiliation of goods and services offered by the industry. Schneider Electric’s use of the
2 *Secure Power* term is therefore unlawful, and is causing, and will continue to cause
3 irreparable harm to the SecurePower brand.

- 4 7. Plaintiff brings this action at law and in equity for trademark infringement, unfair
5 competition, deceptive trade practices, dilution and unjust enrichment under the
6 Trademark Act of 1946, 15 U.S.C. §§ 1051 et seq. (2009) (“Lanham Act”); the anti-
7 dilution laws of several states; the fair business practices and unfair and deceptive trade
8 practices acts of several states; and the common law. Among other relief, Plaintiff asks
9 this Court to: (a) preliminarily enjoin Schneider Electric from marketing with the term
10 *Secure Power*; (b) permanently enjoin Schneider Electric from using the term in
11 commerce; (c) award Plaintiff monetary damages and to treble that award; (d) require
12 Schneider Electric to disgorge all US profits; and (e) award Plaintiff punitive damages,
13 attorney’s fees, and costs.

14 **II. PARTIES**

- 15 8. Plaintiff, Stanislav Arbit, resides in Mesa, Arizona. Stanislav Arbit is, and has been
16 throughout the dates mentioned in this complaint, the only owner of Arbit LLC—a
17 single-member LLC. Arbit LLC does business as SecurePower and is licensed to use the
18 SecurePower mark. Plaintiff is the owner of the Trademark.
- 19 9. Schneider Electric is a foreign entity with extensive operations in the United States.
- 20 10. Schneider Electric is a corporation organized in France.
- 21 (a) Legal name: Schneider Electric SE
 - 22 (b) Head office: 35 rue Joseph Monier, 92500 Rueil Malmaison - France
 - 23 (c) Legal form: European Company (joint-stock corporation) with a Board of
24 Directors
 - 25 (d) Registered capital: as of July 6, 2022, the registered capital of SCHNEIDER
26 ELECTRIC SE is set at €2,284,371,684 and divided into 571,092,921 paid up
27 shares with a nominal value of €4.
 - 28 (e) Founded on: December 2 and 4, 1871

- 1 (f) Registered in: Nanterre (Hauts-de-Seine) – France under no. 542 048 574
2 (g) Siret: 542 048 574 01791
3 (h) Business identifier code (APE): 6420Z
4 (i) Tax identifier (intercommunity VAT number): FR 01 542 048 574
5 (j) 32% of all revenue is from sales in North America
6 (k) 2022 Revenue 34,176,000,000 euros
7 (l) 2022 Adj. EBITA 6,017,000,000 euros
8 (m) 2022 Net Income 3,477,000,000 euros
9 (n) 2022 Free cash flow 3,330,000,000 euros
10 (o) R&D cash cost 1,845,000,000 euros

11 **III. JURISDICTION AND VENUE**

- 12 11. This Court has subject matter jurisdiction under section 39 of the Lanham Act,
13 15 U.S.C. § 1121, and under 28 U.S.C. §§ 1331 and 1338. Subject matter jurisdiction
14 over Plaintiff’s related state and common law claims is proper pursuant to 28 U.S.C. §§
15 1338 and 1367.
- 16 12. This Court has personal jurisdiction over Schneider Electric because, on information and
17 belief, (1) Schneider Electric has marketed, offered for sale, and/or sold products within
18 the state of Arizona, including products from the mission-critical physical information
19 technology infrastructure line of business. (2) Schneider Electric regularly conducts
20 business in the state of Arizona. (3) Schneider Electric has otherwise made or established
21 contacts within the state of Arizona sufficient to permit the exercise of personal
22 jurisdiction.
- 23 13. The District of Phoenix is a proper venue pursuant to 28 U.S.C. § 1391(b)(2) because a
24 substantial part of the acts or omissions giving rise to Plaintiff’s claims occurred in this
25 District.

26 **IV. FACTS COMMON TO ALL CLAIMS FOR RELIEF**

27 **A. The SecurePower Word Mark**

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1 14. Plaintiff is the owner of a federal trademark registration, Reg. No. 6417223. Issued by the
2 United State Patent and Trademark Office (“PTO”) on July 13, 2021, for the word mark
3 SecurePower, IC 025 US 022 039 G & S: T-shirts, and IC 035 US 100 101 102 G & S:
4 Business to business direct marketing services. U.S. Serial Number: 90266225.

5 SecurePower has invested considerable resources in acquiring email contacts of industry
6 decision-makers and emailing them with SecurePower’s unique marketing campaigns.
7 Some campaigns focused on the SecurePower brand and others incorporated Schneider
8 Electric’s competitors, but none promoted the Schneider Electric brand or their other
9 brands, namely, APC, ASCO, or SquareD—since the partnership was terminated on
10 08/23/21.

11 15. Arbit LLC uses and has used the domain securepower.io and the SecurePower registered
12 trademark in its marketing efforts.

13 **B. Schneider Electric’s Unlawful Commercial Activities**

14 16. Schneider Electric’s officers had knowledge of the SecurePower mark.

15 17. In blatant disregard of Plaintiff’s rights, Schneider Electric has used and continues to use
16 the *Secure Power* term in its promotional efforts of its goods and services, that are in the
17 same industry, and fall in the same trademark class as the SecurePower trademark.

18 18. As SecurePower’s direct competitor, Schneider Electric is offering its products, software,
19 and business services to the same consumers in overlapping channels of trade.

20 19. Schneider Electric is promoting its products and business services using the *Secure*
21 *Power* term. Schneider Electric’s direct sales force uses the term *Secure Power* in their
22 job titles, marketing literature, websites, press releases, and industry publications.

23 20. Schneider Electric’s sales team members are promoting Schneider Electric products and
24 business services using the *Secure Power* term on LinkedIn.com, where people attempt to
25 build and engage with a professional network.

26 21. The likelihood of confusion, mistake, and deception engendered by Schneider Electric’s
27 infringement of Plaintiff’s trademark is causing irreparable harm to the Trademark.

28 22. Schneider Electric’s activities are likely to cause confusion before, during, and after the
time of purchase, due to Schneider Electric’s use of a confusingly similar term.

1 23. On further information and belief, Schneider Electric knowingly, willfully, intentionally,
2 and maliciously used and continues to use a confusingly similar business identifier.

3 **FIRST CLAIM FOR RELIEF**

4 **(Federal Trademark Infringement)**

5 24. Plaintiff repeats and incorporates by reference the allegations in the preceding
6 paragraphs.

7 25. Schneider Electric's use of a confusingly similar imitation of the Trademark is likely to
8 cause confusion, deception, and mistake by creating the false and misleading impression
9 that Schneider Electric's goods are manufactured or distributed by SecurePower, or are
10 associated or connected with SecurePower, or have the sponsorship, endorsement, or
11 approval of SecurePower.

12 26. Schneider Electric's use of the *Secure Power* term is confusingly similar to Plaintiff's
13 federally registered mark in violation of 15 U.S.C. § 1114. Schneider Electric's activities
14 are causing and, unless enjoined by this Court, will continue to cause a likelihood of
15 confusion and deception of members of the trade and public, and, additionally, injury to
16 SecurePower's goodwill and reputation as symbolized by Plaintiff's trademark, for which
17 Plaintiff has no adequate remedy at law.

18 27. Schneider Electric demonstrates an intentional, willful, and malicious intent to trade on
19 the commercial efforts and goodwill associated with the Trademark to Plaintiff's great
20 and irreparable harm.

21 28. Schneider Electric caused and is likely to continue causing substantial injury to the public
22 and to Plaintiff, and Plaintiff is entitled to injunctive relief and to recover Schneider
23 Electric's profits, actual damages, enhanced profits and damages, costs, and reasonable
24 attorney's fees under 15 U.S.C. §§ 1114, 1116, and 1117.

25 **SECOND CLAIM FOR RELIEF**

26 **(Federal Unfair Competition)**

27 29. Plaintiff repeats and incorporates by reference the allegations in the preceding
28 paragraphs.

- 1 30. Schneider Electric's use of a confusingly similar imitation of the Trademark is likely to
2 cause confusion, deception, and mistake by creating the false and misleading impression
3 that Schneider Electric's goods are manufactured or distributed by SecurePower, or are
4 associated or connected with SecurePower, or have the sponsorship, endorsement, or
5 approval of SecurePower.
- 6 31. Schneider Electric has made false representations, false descriptions, and false
7 designations of, on, or in connection with its goods in violation of 15 U.S.C. § 1125(a).
8 Schneider Electric's activities have caused and, unless enjoined by this Court, will
9 continue to cause a likelihood of confusion and deception of members of the trade and
10 public, and, additionally, injury to SecurePower's goodwill and reputation as symbolized
11 by Plaintiff's mark, for which Plaintiff has no adequate remedy at law.
- 12 32. Schneider Electric demonstrates an intentional, willful, and malicious intent to trade on
13 the commercial efforts and goodwill associated with the SecurePower mark to the great
14 and irreparable injury of Plaintiff.
- 15 33. Schneider Electric's conduct has caused and is likely to continue causing, substantial
16 injury to the public and to Plaintiff. Plaintiff is entitled to injunctive relief and to recover
17 Schneider Electric's profits, actual damages, enhanced profits and damages, costs, and
18 reasonable attorneys' fees under 15 U.S.C. §§ 1125(a), 1116, and 1117.

THIRD CLAIM FOR RELIEF

(Federal Trademark Dilution and Unjust Enrichment)

- 19 34. Plaintiff repeats and incorporates by reference the allegations in the preceding
20 paragraphs.
- 21 35. Plaintiff has invested considerable resources in marketing the SecurePower brand in the
22 United States.
- 23 36. Schneider Electric is making use in commerce of the infringing term, *Secure Power*,
24 which dilutes and is likely to dilute the distinctiveness of SecurePower's mark by eroding
25 the public's exclusive identification of the SecurePower brand, tarnishing and degrading
26 the associations and connotations of the mark, and otherwise lessening the capacity of the
27 mark to identify and distinguish SecurePower's goods and services.
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1 37. Schneider Electric demonstrates an intentional, willful, and malicious intent to trade on
2 the commercial efforts and goodwill associated with the SecurePower mark to the great
3 and irreparable injury of Plaintiff.

4 38. Schneider Electric has caused and will continue to cause irreparable injury to
5 SecurePower's goodwill and business reputations, and dilution of the distinctiveness and
6 value of Plaintiff's well-known and distinctive mark in violation of 15 U.S.C. § 1125(c).
7 Plaintiff, therefore, is entitled to injunctive relief and to Schneider Electric's profits,
8 actual damages, enhanced profits and damages, and reasonable attorneys' fees under 15
9 U.S.C. §§ 1125(c), 1116, and 1117.

10 **FOURTH CLAIM FOR RELIEF**

11 **(Unfair and Deceptive Trade Practices)**

12 39. Plaintiff repeats and incorporates by reference the allegations in the preceding
13 paragraphs.

14 40. Schneider Electric has been and is passing off its goods and services as those of
15 SecurePower, causing a likelihood of confusion or misunderstanding as to the source,
16 sponsorship, or approval of Schneider Electric's goods, causing a likelihood of confusion
17 as to Schneider Electric's affiliation, connection, or association with SecurePower, and
18 otherwise damaging the public.

19 41. Schneider Electric's conduct constitutes unfair and deceptive acts or practices in the
20 course of a business, trade, or commerce in violation of the unfair and deceptive trade
21 practices statutes of several states, including California CAL. BUS. & PROF. CODE §
22 17200, *et seq.* (West 2009); Colorado, COLO. REV. STAT. ANN. §§ 6-1-101 to 6-1-115
23 (West 2009); Delaware, DEL. CODE ANN. tit. 6, §§ 2531 to 2536 (2009); Georgia, GA.
24 CODE ANN. §§ 10-1-370 to 10-1-375 (2009); Hawaii, HAW. REV. STAT. §§ 481A-1 to
25 481A-5 (2009); Illinois, ILL. COMP. STAT. ANN. ch. 815, 510/1 to 510/7 (2009);
26 Maine, ME. REV. STAT. ANN. tit. 10, §§ 1211 to 1216 (West 2009); Minnesota, MINN.
27 STAT. ANN. § 325D.43 to .48 (West 2009); Nebraska, NEB. REV. STAT. §§ 87-301 to
28 87-306 (2009); New Mexico, N.M. STAT. ANN. §§ 57-12-1 to 57-12-22 (Michie 2009);
New York, N.Y. GEN. BUS. Law § 349 (McKinney 2009); Ohio, OHIO REV. CODE

1 ANN. §§ 4165.01 to 4165.04 (Baldwin 2009); and Oklahoma, OKLA. STAT. ANN. tit.
2 78, §§ 51 to 55 (West 2009).

3 42. Schneider Electric's unauthorized use of a confusingly similar imitation of the
4 Trademark has caused and is likely to cause substantial injury to the public and to
5 Plaintiff. Plaintiff, therefore, is entitled to injunctive relief and to recover damages and, if
6 appropriate, punitive damages, costs, and reasonable attorneys' fees.

7 **FIFTH CLAIM FOR RELIEF**

8 **(Common Law Trademark Infringement and Unfair Competition)**

9 43. Plaintiff repeats and incorporates by reference the allegations in the preceding
10 paragraphs.

11 44. Schneider Electric's acts constitute common law trademark infringement and unfair
12 competition, and have created and will continue to create, unless restrained by this Court,
13 a likelihood of confusion to the irreparable injury of Plaintiff. Plaintiff has no adequate
14 remedy at law for this injury.

15 45. On information and belief, Schneider Electric acted with full knowledge of Plaintiff's use
16 of, and statutory and common law rights to, Plaintiff's mark and without regard to the
17 likelihood of confusion of the public created by Schneider Electric's activities.

18 46. Schneider Electric's actions demonstrate an intentional, willful, and malicious intent to
19 trade on the goodwill associated with Plaintiff's mark to the great and irreparable injury
20 of Plaintiff.

21 47. As a result of Schneider Electric's acts, Plaintiff has been damaged in an amount not yet
22 determined or ascertainable. At a minimum, however, Plaintiff is entitled to injunctive
23 relief, to an accounting of Schneider Electric's profits, damages, and costs. Further, in
24 light of the deliberate and malicious use of a confusingly similar imitation of Plaintiff's
25 mark, and the need to deter Schneider Electric from engaging in similar conduct in the
26 future, Plaintiff additionally is entitled to punitive damages.

27 **SIXTH CLAIM FOR RELIEF**

28 **(State Trademark Dilution and Injury to Business Reputation)**

- 1 48. Plaintiff repeats and incorporates by reference the allegations in the preceding
2 paragraphs.
- 3 49. SecurePower has extensively and continuously promoted and used and continues to use
4 the SecurePower mark throughout the United States.
- 5 50. Schneider Electric's conduct dilutes and is likely to dilute the distinctiveness of
6 Plaintiff's trademark by eroding the public's exclusive identification of this mark with
7 Plaintiff, and tarnishing and degrading the positive associations and prestigious
8 connotations of the mark, and otherwise lessening the capacity of the mark to identify
9 and distinguish Plaintiff's brand.
- 10 51. Schneider Electric is causing and will continue to cause irreparable injury to Plaintiff's
11 goodwill and business reputation and dilution of the distinctiveness and value of the
12 distinctive mark in violation of Arizona's anti-dilution statute, ARIZ. REV. STAT. ANN.
13 § 44-1448.01 (West 2009);, as well as the anti-dilution laws of several other states,
14 including Alabama, ALA. CODE § 8-12-17 (2009); Alaska, ALASKA STAT. § 45.50.180
15 (Michie 2009); Arkansas, ARK. CODE ANN. § 4-71-213 (2009); California, CAL. BUS.
16 & PROF. CODE § 14247 (West 2009); Connecticut, CONN. GEN. STAT. ANN. §
17 35-11i(c) (West 2009); Delaware, DEL. CODE ANN. tit. 6, § 3313 (2009); Florida, FLA.
18 STAT. ANN. § 495.151 (West 2007); Georgia, GA. CODE ANN. § 10-1-451 (2009);
19 Hawaii, HAW. REV. STAT. ANN. § 482-32 (Michie 2009); Idaho, IDAHO CODE §
20 48-513 (Michie 2009); Illinois, 765 ILL. COMP. STAT. ANN. 1036/65 (2009); Iowa,
21 IOWA CODE ANN. § 548.113 (West 2009); Indiana, IN. CODE 24-2-13.5 (West 2009);
22 Kansas, KAN. STAT. ANN. § 81-214 (2009); Louisiana, LA. REV. STAT. ANN. §
23 51:223.1 (West 2009); Maine, ME. REV. STAT. ANN. tit. 10, § 1530 (West 2000);
24 Massachusetts, MASS. GEN. LAWS. ANN. ch. 110H, § 13 (West 2009); Minnesota,
25 MINN. STAT. ANN. § 333.285 (West 2009); Mississippi, MISS. CODE. ANN. §
26 75-25-25 (2009); Missouri, MO. ANN. STAT. § 417.061(1) (West 2009); Montana,
27 MONT. CODE ANN. § 30-13-334 (2009); Nebraska, NEB. REV. STAT. ANN. § 87- 140
28 (Michie 2009); Nevada, NEV. REV. STAT. 600.435 (2007); New Hampshire, N.H. REV.
STAT. ANN. § 350-A:12 (2009); New Jersey, N.J. STAT. ANN. 56:3-13.20 (West 2009);
New Mexico, N.M. STAT. ANN. § 57-3B-15 (Michie 2009); New York, N.Y. GEN. BUS.

1 Law § 360-1 (2009); Pennsylvania, 54 PA. CONS. STAT. ANN. § 1124 (West 2009);
2 Rhode Island, R.I. GEN. LAWS § 6-2-12 (2009); South Carolina, S. C. CODE ANN. §
3 39-15-1165 (2009); Tennessee, TENN. CODE ANN. § 47-25-513 (2009); Texas, TEX.
4 BUS. & COM. CODE ANN. § 16.29 (Vernon 2009); Utah, UT. CODE ANN. §
5 70-3a-403 (2009); Washington, WASH. REV. CODE ANN. § 19.77.160 (West 2009);
6 West Virginia, W.V. STAT. ANN. 47-2-13 (Michie 2009); and Wyoming, WYO. STAT.
7 ANN. § 40-1-115 (Michie 2009).

8 52. Plaintiff, therefore, is entitled to injunctive relief, damages, and costs, as well as, if
9 appropriate, enhanced damages, punitive damages, and reasonable attorneys' fees.

10 PRAYER FOR RELIEF

11 WHEREFORE, Plaintiff prays that:

- 12 1. Schneider Electric and all of its agents, officers, employees, representatives, successors, assigns,
13 attorneys, and all other persons acting for, with, by, through, or under authority from Schneider
14 Electric, or in concert or participation with Schneider Electric, and each of them, be enjoined
15 from:
- 16 1. advertising, marketing, promoting, offering for sale, distributing, or selling with the *Secure*
17 *Power* term or the SecurePower mark;
 - 18 2. using the infringing mark on or in connection with any of Schneider Electric's goods;
 - 19 3. using the mark or any other copy, reproduction, colorable imitation, or simulation of
20 Plaintiff's mark on or in connection with Schneider Electric's goods or services;
 - 21 4. using any trademark, name, logo, design, or source designation of any kind on or in
22 connection with Schneider Electric's goods or services that is a copy, reproduction,
23 colorable imitation, or simulation of, or confusingly similar to any of Plaintiff's
24 trademarks, trade dresses, names, or logos;
 - 25 e. using any trademark, name, logo, design, or source designation of any kind on or in
26 connection with Schneider Electric's goods and services that is likely to cause confusion,
27 mistake, deception, or public misunderstanding that such goods or services are produced
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1 or provided by Plaintiff, or are sponsored or authorized by Plaintiff, or are in any way
2 connected or related to Plaintiff;

- 3 f. using any trademark, name, logo, design, or source designation of any kind on or in
4 connection with Schneider Electric's goods and services that dilutes or is likely to dilute
5 the distinctiveness of Plaintiff's trademarks, trade dresses, names, or logos;
6 g. passing off, palming off, or assisting in passing off or palming off Schneider Electric's
7 goods and services as those of Plaintiff, or otherwise continuing any and all acts of unfair
8 competition as alleged in this Complaint; and
9 h. advertising, promoting, offering for sale, or selling with the *Secure Power* mark or other
10 similar terms.

11 2. Schneider Electric be compelled to account to Plaintiff for any and all profits derived by
12 Schneider Electric from the sale of its goods and services since 08/23/21 in the United States.
13 Equitable disgorgement should not be limited to any specific line of business or market because
14 Mr. Pankaj Sharma, a US-based Schneider Electric official, is promoting the Schneider Electric
15 brand and its goods and business services, and not any specific business unit of Schneider
16 Electric, using the *Secure Power* term;

17 3. Plaintiff be awarded all damages caused by the acts forming the basis of this Complaint;

18 4. Based on Schneider Electric's knowing and intentional use of a confusingly similar imitation
19 of Plaintiff's trademark, the damages awarded be trebled and the award of Schneider Electric's
20 profits be enhanced as provided for by 15 U.S.C. § 1117(a);

21 5. Schneider Electric be required to pay Plaintiff the costs and reasonable attorney fees incurred
22 by Plaintiff in this action pursuant to 15 U.S.C. § 1117(a) and the state statutes cited in this
23 Complaint;

24 6. Based on Schneider Electric's willful and deliberate infringement and/or dilution of the
25 Plaintiff's trademark, and to deter such conduct in the future, Plaintiff be awarded punitive
26 damages;

27 7. Plaintiff be awarded prejudgment and post-judgment interest on all monetary awards; and

28 8. Plaintiff be granted such other and further relief as the Court may deem just.

1 **JURY TRIAL DEMAND**

2 Plaintiff respectfully demands a trial by jury on all claims and issues so triable.

3
4 Dated: March 27, 2023

5 By: /s/ *Stanislav Arbit*
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7 *stan@securepower.io*
8 *5344 E Diamond Ave*
9 *Mesa, AZ 85206*
10 *Plaintiff*

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