

---

---

UNITED STATES  
SECURITIES AND EXCHANGE COMMISSION  
Washington, D.C. 20549

SCHEDULE 13D  
Under the Securities Exchange Act of 1934  
(Amendment No. \_\_\_)\*

---

**Bluejay Diagnostics, Inc.**

(Name of Issuer)

---

**Common Stock, par value \$0.0001 per share**

(Title of Class of Securities)

---

**095633103**

(CUSIP Number)

---

**Douglas C. Wurth**  
**360 Massachusetts Avenue, Suite 203**  
**Acton, MA 01720**  
**(844) 327-7078**

---

*(Name, Address and Telephone Number of Person  
Authorized to Receive Notices and Communications)*

---

**November 15, 2021**

(Date of Event which Requires Filing of this Statement)

If the filing person has previously filed a statement on Schedule 13G to report the acquisition that is the subject of this Schedule 13D, and is filing this schedule because of Rule 13d-1(e), Rule 13d-1(f) or Rule 13d-1(g), check the following box [ ].

**Note:** Schedules filed in paper format shall include a signed original and five copies of the schedule, including all exhibits. See Rule 13d-7 for other parties to whom copies are to be sent.

---

\*The remainder of this cover page shall be filled out for a reporting person's initial filing on this form with respect to the subject class of securities, and for any subsequent amendment containing information which would alter disclosures provided in a prior cover page.

The information required on the remainder of this cover page shall not be deemed to be "filed" for the purpose of Section 18 of the Securities Exchange Act of 1934 ("Act") or otherwise subject to the liabilities of that section of the Act but shall be subject to all other provisions of the Act (however, see the Notes).

*(Continued on following pages)*

---

---



1	Names of Reporting Persons Wurth Holdings, LLC		
2	Check the Appropriate Box if a Member of a Group (See Instructions)  (a) <input checked="" type="checkbox"/> (b) <input type="checkbox"/>		
3	SEC Use Only		
4	Source of Funds (See Instructions) OO		
5	Check Box if Disclosure of Legal Proceedings is Required Pursuant to Items 2(d) or 2(e) <input type="checkbox"/>		
6	Citizenship or Place of Organization  Delaware		
Number of Shares Beneficially Owned by Each Reporting Person With	7	Sole Voting Power  0	
	8	Shared Voting Power  1,170,883 <sup>†‡</sup>	
	9	Sole Dispositive Power  0	
	10	Shared Dispositive Power  1,170,883 <sup>†‡</sup>	
11	Aggregate Amount Beneficially Owned by Each Reporting Person  1,170,883 <sup>†‡</sup>		
12	Check Box if the Aggregate Amount in Row (11) Excludes Certain Shares (See Instructions) <input type="checkbox"/>		
13	Percent of Class Represented by Amount in Row (11)  9.23%*		
14	Type of Reporting Person (See Instructions) OO		

<sup>†</sup> Reflects ownership as of the date this filing was filed with the Securities and Exchange Commission.

<sup>‡</sup> Includes 1,108,883 shares of common stock and 62,000 shares of underlying warrants to purchase common stock held by Wurth Holdings, LLC.

\* Based on 12,694,265 shares of common stock, \$0.0001 par value per share, of Bluejay Diagnostics, Inc. outstanding as of November 15, 2021, as reported on the Issuer's prospectus filed with the Securities and Exchange Commission in connection with its initial public offering that closed on November 15, 2021.

**Item 1. Security and Issuer.**

This Schedule 13D relates to the common stock, par value \$0.0001 per share (the “Common Stock”), of Bluejay Diagnostics, Inc., a Delaware corporation (“Issuer”), whose principal executive offices are located at 360 Massachusetts Avenue, Suite 203, Acton, MA 01720. Information given in response to each item shall be deemed incorporated by reference in all other items as applicable.

**Item 2. Identity and Background.**

- a. This statement is being filed jointly by Douglas C. Wurth (“Mr. Wurth”) and Wurth Holdings, LLC, a Delaware limited liability company (“Holdings” and together with Mr. Wurth, the “Reporting Persons”). Each of the Reporting Persons is party to that certain Joint Filing Agreement, as further described in Item 6 and attached hereto as Exhibit 1. Accordingly, the Reporting Persons are hereby filing this joint Schedule 13D.
- b. The business address of each of the Reporting Persons is c/o Bluejay Diagnostics, Inc. at 360 Massachusetts Avenue, Suite 203, Acton, MA 01720.
- c. The primary purpose of Holdings is to hold investments of its members. Mr. Wurth is a member of Holdings and is the sole managing member of Holdings. Holdings has four other members, each of whom is a member of Mr. Wurth’s family.

Mr. Wurth is a member of the Issuer’s Board of Directors (the “Board”) and has served as Chairman of the Board of since 2017. Since 2016, Mr. Wurth has been a private investor. Mr. Wurth has served as Chief Executive Officer and a Director of Good Works II Acquisition Corp. since February 2021, and Co- Chairman of Good Works Acquisition Corp. since October 2020.

- d. During the last five years, none of the Reporting Persons or Holdings’ members have been convicted in a criminal proceeding (excluding traffic violations or similar misdemeanors).
- e. During the last five years, none of the Reporting Persons or Holdings’ members have been a party to a civil proceeding of a judicial or administrative body of competent jurisdiction resulting in a judgment, decree or final order finding any violation with respect to federal or state securities laws or enjoining future violations of, or prohibiting or mandating activities subject to, such laws.
- f. Mr. Wurth and the other members of Holdings are citizens of the United States of America. Holdings is a Delaware limited liability company.

**Item 3. Source and Amount of Funds or Other Consideration.**

On November 15, 2021, the Issuer closed its initial public offering (the “IPO”) of 2,160,000 Units, with each unit consisting of: (a) one share of the Issuer’s common stock, \$0.0001 par value per share (the “Common Stock”), (b) one Class A warrant (the “Class A Warrants”) to purchase one share of Common Stock at an exercise price equal to \$7.00 per share, exercisable until the fifth anniversary of the issuance date, and (c) one Class B warrant (the “Class B Warrants,” and together with the Class A Warrants, the “Warrants”) to purchase one share of Common Stock at an exercise price equal to \$10.00 per share, exercisable until the fifth anniversary of the issuance date (the “IPO”).

---

Prior to the IPO, in the aggregate, Mr. Wurth directly or indirectly beneficially owned 3,522,460 shares of Common Stock, which consisted of:

- 2,186,349 shares of common stock held directly by Mr. Wurth;
- 118,020 shares underlying options to purchase common stock of Issuer with an exercise price of \$0.95 per share held directly by Mr. Wurth;
- 39,340 shares underlying options to purchase common stock of Issuer with an exercise price of \$0.95 per share held directly by Mr. Wurth;
- 1,108,883 shares of common stock held by Holdings;
- 62,000 shares underlying warrants to purchase common stock of Issuer with an exercise price of \$2.3 per share held by Holdings; and
- 7,868 shares underlying warrants to purchase common stock of Issuer with an exercise price of \$0.95 per share held by Mr. Wurth.

For purposes of Rule 13d-3 under the Securities Exchange Act of 1934, as amended, Mr. Wurth may be deemed to beneficially own the securities held by Holdings.

**Item 4. Purpose of Transaction.**

The Reporting Persons acquired the securities reported herein for investment in the ordinary course of business because of their belief that the Issuer represents an attractive investment based on the Issuer's business prospects and strategy. The Reporting Persons reserve the right to acquire, or cause to be acquired, additional securities of the Issuer, to dispose of, or cause to be disposed of, such securities at any time or to formulate other purposes, plans or proposals regarding the Issuer or any of its securities, to the extent deemed advisable in light of general investment and trading policies of the Reporting Persons, market conditions or other factors.

Except as set forth in this Schedule 13D, the Reporting Persons do not have any plan or proposal that would relate to, or result in, any of the following matters:

- (a) The acquisition by any person of additional securities of the Issuer, or the disposition of securities of the Issuer;
  - (b) An extraordinary corporate transaction, such as a merger, reorganization or liquidation, involving the Issuer or any of its subsidiaries;
  - (c) A sale or transfer of a material amount of assets of the Issuer or of any of its subsidiaries;
  - (d) Any change in the present board of directors or management of the Issuer, including any plans or proposals to change the number or term of directors or to fill any existing vacancies on the board;
  - (e) Any material change in the present capitalization or dividend policy of the Issuer;
  - (f) Any other material change in the Issuer's business or corporate structure;
  - (g) Changes in the Issuer's charter, bylaws or instruments corresponding thereto or other actions which may impede the acquisition of control of the issuer by any person;
  - (h) Causing a class of securities of the Issuer to be delisted from a national securities exchange or to cease to be authorized to be quoted in an inter-dealer quotation system of a registered national securities association;
-

(i) A class of equity securities of the Issuer becoming eligible for termination of registration pursuant to Section 12(g)(4) of the Securities Exchange Act of 1934; or

(j) Any action similar to any of those enumerated above.

Each of the Reporting Persons reserves the right to propose or participate in future transactions which may result in one or more of the above listed actions, including but not limited to, an extraordinary corporate transaction, such as a merger, reorganization or liquidation, sale of a material amount of assets of the Issuer or its subsidiaries, or other transactions which might have the effect of causing the Common Stock to become eligible for termination of registration under Section 12(g) of the Act. The Reporting Persons also retain the right to change their investment intent at any time, to acquire additional shares of Common Stock or other securities of the Issuer from time to time, or to sell or otherwise dispose of all or part of the Common Stock beneficially owned by them (or any shares of Common Stock into which such securities are converted) in any manner permitted by law. The Reporting Persons may engage from time to time in ordinary course transactions with financial institutions with respect to the securities described herein.

**Item 5. Interest in Securities of Issuer.**

(a) and (b)

The information contained in rows 7, 8, 9, 10, 11 and 13 of the cover pages for each Reporting Person and the information set forth in Item 2, Item 3 and Item 6 of this Schedule 13D is hereby incorporated by reference in its entirety into this Item 5.

The aggregate percentage of Common Stock reported owned by the Reporting Persons is 27.26% and is based upon 12,694,265 shares of Common Stock outstanding as of November 15, 2021, as reported on the Issuer's prospectus filed with the Securities and Exchange Commission in connection with its initial public offering that closed on November 15, 2021.

As of the date hereof, Mr. Wurth, as the sole managing member of Holdings, may be deemed to beneficially own 1,108,883 shares of Common Stock held by Holdings and 62,000 shares of Common Stock underlying warrants to purchase Common Stock held by Holdings. Mr. Wurth also owns 2,186,349 shares of Common Stock directly, 157,360 shares of Common Stock underlying options to purchase Common Stock directly and 7,868 shares of Common Stock underlying warrants to purchase Common Stock directly. Mr. Wurth, directly and/or indirectly, possesses the sole power to vote and the sole power to direct the disposition of all securities of the Issuer held by himself directly and all securities of the Issuer held by Holdings. As a result of the foregoing, and for purposes of Rule 13d-3 under the Securities Exchange Act of 1934, as amended, Mr. Wurth may be deemed to beneficially own 3,522,460 shares of Common Stock or 27.26% of the Common Stock of the Issuer as of the date of this filing.

(c) Except as described herein (see Item 3), during the past sixty (60) days there were no other purchases or sales of shares of Common Stock, or securities convertible into or exchangeable for shares of Common Stock, by the Reporting Persons or any person or entity for which the Reporting Persons possess voting or dispositive control over the securities thereof.

---

- (d) Other than as described in this Schedule 13D, to the knowledge of the Reporting Persons, no other person has the right to receive or the power to direct the receipt of dividends from, or proceeds from the sale of, the shares of Common Stock beneficially owned by the Reporting Persons.
- (e) Not applicable.

**Item 6. Contracts, Arrangements, Understandings or Relationships With Respect to Securities of the Issuer.**

Reference is made to the descriptions of relationships among the Reporting Persons in Item 2, which are incorporated by reference in this Item 6.

**Joint Filing Agreement**

The Reporting Persons have entered into a Joint Filing Agreement pursuant to which, among other things, the Reporting Persons agreed to the joint filing on behalf of each of them of statements on Schedule 13D with respect to the securities of the Issuer.

**Lock-Up Agreements**

In connection with the IPO, each of Mr. Wurth and Holdings entered into a "lock-up" agreement in favor of the underwriter, pursuant to which each of Mr. Wurth and Holdings agreed, subject to certain exceptions, not to offer, issue, sell, contract to sell, encumber, grant any option for the sale of or otherwise dispose of any shares of Issuer's Common Stock or other securities convertible into or exercisable or exchangeable for shares of Issuer's Common Stock for a period of six months after the IPO is completed without the prior written consent of the representative of the underwriters.

Each of the Joint Filing Agreement and Form of Lock-Up Agreement, which are attached hereto as Exhibits 1 and 2, respectively, are incorporated by reference herein.

**Item 7. Materials to be Filed as Exhibits.**

<b>Exhibit No.</b>	<b>Description</b>
1	<a href="#">Joint Filing Agreement, dated December 22, 2021, among the Reporting Persons.*</a>
2	<a href="#">Form of Lock-up Agreement entered into by each of Douglas C. Wurth and Wurth Holdings, LLC.*</a>

\* Attached hereto.

---

**SIGNATURES**

After reasonable inquiry and to the best of my knowledge and belief, I certify that the information set forth in this statement is true, complete and correct.

Dated: December 22, 2021

/s/ Douglas C. Wurth

Douglas C. Wurth

WURTH HOLDINGS, LLC

By: /s/ Douglas C. Wurth

Douglas C. Wurth

Managing Member

---



Joint Filing Agreement

Pursuant to and in accordance with the Securities Exchange Act of 1934, as amended, and the rules and regulations thereunder (the “Exchange Act”) the undersigned hereby agree to the joint filing on behalf of each of them of any filing required by such party under Section 13 of the Exchange Act or any rule or regulation thereunder (including any amendment, restatement, supplement, and/or exhibit thereto) with respect to securities of Bluejay Diagnostics, Inc., a Delaware corporation, and further agree to the filing, furnishing, and/or incorporation by reference of this Agreement as an exhibit thereto. Each of the undersigned is responsible for the timely filing of such filings and any amendments thereto, and for the completeness and accuracy of the information concerning such person contained therein; but none of the undersigned is responsible for the completeness or accuracy of the information concerning the other persons making the filing, unless such person knows or has reason to believe that such information is inaccurate. This Agreement shall remain in full force and effect until revoked by any party hereto in a signed writing provided to each other party hereto, and then only with respect to such revoking party. This Agreement may be executed in any number of counterparts all of which taken together shall constitute one and the same instrument. The undersigned, being duly authorized, have executed this Joint Filing Agreement this 22<sup>nd</sup> day of December, 2021.

/s/ Douglas C. Wurth

Douglas C. Wurth

WURTH HOLDINGS, LLC

By: /s/ Douglas C. Wurth

Douglas C. Wurth

Managing Member

## LOCK-UP AGREEMENT

November 9, 2021

Dawson James Securities, Inc.,  
acting as representative to the several underwriters:

Re: Underwriting Agreement, dated November 9, 2021, by and between Bluejay Diagnostics, Inc., and Dawson James Securities, Inc., acting as representative to the several underwriters

Ladies and Gentlemen:

The undersigned irrevocably agrees with the Company that, from the date hereof until 180 days following the date of the Underwriting Agreement (the "Underwriting Agreement") entered into by and between Bluejay Diagnostics, Inc. (the "Company") and Dawson James Securities, Inc. (the "Representative"), acting as representative to the several underwriters (such period, the "Restriction Period" and the underwriters collectively, the "Underwriters"), the undersigned will not offer, sell, contract to sell, hypothecate, pledge or otherwise dispose of (or enter into any transaction which is designed to, or might reasonably be expected to, result in the disposition (whether by actual disposition or effective economic disposition due to cash settlement or otherwise) by the undersigned or any Affiliate (as defined in the Underwriting Agreement) of the undersigned or any person in privity with the undersigned or any Affiliate of the undersigned), directly or indirectly, or establish or increase a put equivalent position or liquidate or decrease a call equivalent position within the meaning of Section 16 of the Securities Exchange Act of 1934, as amended (the "Exchange Act"), with respect to, any shares of common stock of the Company or securities convertible, exchangeable or exercisable into, shares of common stock of the Company beneficially owned, held or hereafter acquired by the undersigned (the "Securities"). Beneficial ownership shall be calculated in accordance with Section 13(d) of the Exchange Act. In order to enforce this covenant, the Company shall impose irrevocable stop-transfer instructions preventing the transfer agent of the Company from effecting any actions in violation of this letter agreement. The Representative may consent to an early release from the Restriction Period if, in its sole and absolute discretion, the market for the Securities would not be adversely impacted by sales and in cases of financial emergency.

The undersigned acknowledges that the execution, delivery and performance of this letter agreement is a material inducement to each Underwriter to perform under the Underwriting Agreement and that each Underwriter (which shall be a third party beneficiary of this letter agreement) and the Company shall be entitled to specific performance of the undersigned's obligations hereunder. The undersigned hereby represents that the undersigned has the power and authority to execute, deliver and perform this letter agreement, that the undersigned has received adequate consideration therefor and that the undersigned will indirectly benefit from the closing of the transactions contemplated by the Underwriting Agreement.

This letter agreement may not be amended or otherwise modified in any respect without the written consent of each of the Company, the Representative and the undersigned. This letter agreement shall be construed and enforced in accordance with the laws of the State of New York without regard to the principles of conflict of laws. The undersigned hereby irrevocably submits to the exclusive jurisdiction of the United States District Court sitting in the Southern District of New York and the courts of the State of New York located in Manhattan, for the purposes of any suit, action or proceeding arising out of or relating to this letter agreement, and hereby waives, and agrees not to assert in any such suit, action or proceeding, any claim that (i) it is not personally subject to the jurisdiction of such court, (ii) the suit, action or proceeding is brought in an inconvenient forum, or (iii) the venue of the suit, action or proceeding is improper. The undersigned hereby irrevocably waives personal service of process and consents to process being served in any such suit, action or proceeding by receiving a copy thereof sent to the Company at the address in effect for notices to it under the Underwriting Agreement and agrees that such service shall constitute good and sufficient service of process and notice thereof. The undersigned hereby waives any right to a trial by jury. Nothing contained herein shall be deemed to limit in any way any right to serve process in any manner permitted by law. The undersigned agrees and understands that this letter agreement does not intend to create any relationship between the undersigned and each Underwriter and that no issuance or sale of the Securities is created or intended by virtue of this letter agreement.

---

By its signature below, the transfer agent of the Company hereby acknowledges and agrees that, reflecting this letter agreement, it has placed an irrevocable stop transfer instruction on all Securities beneficially owned by the undersigned until the end of the Restriction Period. This letter agreement shall be binding on successors and assigns of the undersigned with respect to the Securities and any such successor or assign shall enter into a similar agreement for the benefit of the Underwriters.

\*\*\* SIGNATURE PAGE FOLLOWS\*\*\*

---

