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Attorneys for:  
 Plaintiff Liad Schwartz,  
 an individual

**SUPERIOR COURT OF THE STATE OF CALIFORNIA**  
**COUNTY OF LOS ANGELES- CENTRAL DISTRICT**  
 [UNLIMITED JURISDICTION]

LIAD SCHWARTZ, an individual

Plaintiff,

vs.

SKSI GLENDALE LLC; a California  
 Limited Liability Company, RICHARD  
 RIFKIN, an individual and DOES 1  
 THROUGH 10, inclusive

Defendants.

Case No.: 20STCV46073

**COMPLAINT FOR DAMAGES:**

1. UNLAWFUL MISCLASSIFICATION
2. FAILURE TO PAY PREMIUM WAGES;
3. FAILURE TO PAY MINIMUM WAGES;
4. WRONGFUL TERMINATION
5. FAILURE TO PROVIDE MEAL BREAKS;
6. FAILURE TO PROVIDE REST BREAKS;
7. FAILURE TO PROVIDE ACCURATE ITEMIZED STATEMENTS [California Labor Code §226(a)];
8. FAILURE TO PROVIDE ACCURATE ITEMIZED STATEMENTS [California Labor Code § § 226.1 and 226.3];
9. WAGE AND HOUR— UNLAWFUL WITHOLDING OF WAGES;
10. WAGE AND HOUR— WAITING TIME PENALTIES;
11. FAILURE TO PROVIDE RECORDS;

1 ) 12. ACCOUNTING; and,  
2 ) 13. VIOLATION OF CALIFORNIA'S  
3 ) UNFAIR COMPETITION LAW  
4 ) (Cal. Bus. & Prof. C. §§17200-17208)

5 ) [DEMAND FOR JURY TRIAL]  
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Plaintiff LIAD SCHWARTZ ("PLAINTIFF"), an individual based on knowledge as to herself and on information as to all others, complains and alleges as follows:

**I. PARTIES**

1. PLAINTIFF is, and at all times material hereto was, an individual residing in the County of Los Angeles in the State of California.

2. PLAINTIFF is informed and believes on this basis alleges that Defendant SKSI GLENDALE LLC ("SKSI") is, and at all times material hereto was, a limited liability company doing business in California, and located in Los Angeles County and at all relevant times herein, had employed PLAINTIFF.

3. PLAINTIFF is informed and believes on this basis alleges that Defendant RICHARD RIFKIN ("RIFKIN") is an individual who, resides and works in Los Angeles County and at all relevant times herein, had employed PLAINTIFF.

4. The true names and capacities of defendants DOES 1 through 10, inclusive, whether individual, corporate, associate, or otherwise, are unknown to PLAINTIFF at this time, who therefore sues said defendants by such fictitious names; when the true names and capacities of such defendants are ascertained, PLAINTIFF will seek leave of Court to amend this Complaint to insert same. PLAINTIFF is informed and believes and thereon alleges that each defendant named as a DOE is responsible for each and every act and obligation hereinafter set forth.

5. PLAINTIFF is informed and believes and on this basis alleges that each defendant named in this Complaint (including DOES) was at all times herein mentioned and now is the agent, servant and employee of the other defendants herein, and was at all such times acting within the

1 course and scope of said agency and employment and with the consent and permission of each of  
2 the other co-defendants, and each of the defendants herein ratified each of the acts of each of the  
3 other co-defendants, and each of them.

4 **II. FACTS COMMON TO ALL CAUSES OF ACTION**

5 6. PLAINTIFF was hired by Defendants in January of 2019 as a designer.

6 7. PLAINTIFF'S primary duties included selling services, creating designs within  
7 SKSI's Glendale Galleria location, meeting and maintaining relationships with clients, providing  
8 photo documentation, measurements, preliminary designs and communicating the needs of the  
9 clients to SKSI.

10 8. The job required PLAINTIFF to be present on location. However, PLAINTIFF had  
11 no authority to make any amendments to the design plans without prior authorization.

12 9. PLAINTIFF was compensated at \$20 per hour for approximately the first four  
13 months. Eventually his hourly rate was increased to \$25.

14 10. Further, as part of his compensation PLAINTIFF was promised 5% commission for  
15 every project he wrote. The checks issued by DEFENDANTS often bounced for insufficient funds.

16 11. PLAINTIFF was typically scheduled to work five days a week from 7:30 AM to  
17 3:30 PM and often was not allowed to take any rest or meal breaks in between. Moreover, he would  
18 time and again be required to stay longer than his hours of employment.

19 12. At the time of joining DEFENDANTS, PLAINTIFF was misclassified as an  
20 independent contractor. This misclassification continued the entire time he worked for  
21 DEFENDANTS.

22 13. PLAINTIFF was consistently harassed and yelled at during his employment. In or  
23 around December 06, 2019, PLAINTIFF who had complained about his work conditions, was laid  
24 off on the pretext of not being a good fit for the DEFENDANTS.

25 14. DEFENDANTS did not pay PLAINTIFF for his last three weeks of work.

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27 //

**III. FIRST CAUSE OF ACTION**  
**FAILURE TO PAY PREMIUM WAGES/MISCLASSIFICATION**  
**(Against All Defendants)**

15. PLAINTIFF hereby incorporates by reference all of the previous paragraphs as though they are fully set forth herein.

16. *Labor Code* provides that it is unlawful for any person or employer to willfully misclassify an individual as an independent contractor (*Labor Code* §226.8 (a) (1)); Charging an individual who has been willfully misclassified as an independent contractor a fee, or making any deductions from compensation, for any purpose, including for goods, materials, space rental, services, government licenses, repairs, equipment maintenance, or fines arising from the individual's employment where any of the acts described in this paragraph would have violated the law if the individual had not been misclassified. (*Labor Code* §226.8 (a) (2).)

17. The employer who committed the willful misclassification may be assessed civil penalties of not less than five thousand dollars (\$5,000) and not more than fifteen thousand dollars (\$15,000) for each violation, in addition to any other penalties or fines permitted by law. (*Labor Code* §226.8 (b)). Moreover, the civil penalties increase to ten thousand dollars (\$10,000) and not more than twenty-five thousand dollars (\$25,000) for each violation, in addition to any other penalties or fines permitted by law, if the employer has engaged in a pattern or practice of willful misclassification of its employees as independent contractor. (*Labor Code* §226.8 (c)).

18. PLAINTIFF herein cannot be classified as an independent contractor since all the work done by him was supervised by DEFENDANTS and done in accordance with the guidelines provided by and direct control of DEFENDANTS.

19. Moreover, PLAINTIFF did not exercise independent judgement or have independent control of the terms of his employment. DEFENDANTS tried to conceal their scheme to avoid complying with wage and hour and workers' compensation laws by forcing PLAINTIFF to invoice DEFENDANTS.

20. The provision of this labor law are enforceable pursuant to Labor Code sections

1 2699 et seq. ("PAGA").

2  
3 **IV. SECOND CAUSE OF ACTION**  
4 **FAILURE TO PAY PREMIUM WAGES**  
5 **(Against All Defendants)**

6 21. PLAINTIFF hereby incorporates by reference all of the previous paragraphs as  
7 though they are fully set forth herein.

8 22. Under Labor Code § 510, an employee must be paid overtime after working eight  
9 (8) hours in a day and forty (40) hours in a week. Overtime must be paid at one-and-a-half times  
10 the regular rate of pay after eight hours in a day and forty hours in a week. The overtime rate  
11 becomes two times the regular rate of pay for hours over twelve in a day, or over eight hours on  
12 the seventh consecutive day worked.

13 23. Since he was misclassified, when PLAINTIFF worked overtime, he was not paid  
14 the premium rate.

15  
16 24. As such, PLAINTIFF is entitled to unpaid overtime and such penalties plus interest  
17 as required by law, attorney's fees and costs, the exact amount will be proved at trial.

18 **V. THIRD CAUSE OF ACTION**  
19 **FAILURE TO PAY MINIMUM WAGES**  
20 **(Against All Defendants)**

21 25. PLAINTIFF hereby incorporates by reference all of the previous paragraphs as  
22 though they are fully set forth herein.

23 26. In California an employee must be paid at least minimum wage for all hours  
24 worked. Moreover, under Labor Code § 1194.2, an employee who is not paid minimum wages is  
25 entitled the wages owed plus liquidated damages equal to the unpaid wages.

26 27. Since he was misclassified, when PLAINTIFF worked more than his scheduled  
27 shift hours, he was not paid at all.

1 28. As such, PLAINTIFF is entitled to unpaid wages plus liquidated damages,  
2 attorney's fees and costs, the exact amount will be proved at trial.

3 **VI. FOURTH CAUSE OF ACTION**  
4 **WRONGFUL TERMINATION AND RETALIATION**  
5 **IN VIOLATION OF PUBLIC POLICY**  
6 **(Against All Defendants)**

7 29. PLAINTIFF hereby incorporates by reference all of the previous paragraphs as  
8 though they are fully set forth herein.

9 30. It is the public policy of the State of California that employers must follow all  
10 employment laws and that employees not be subjected to retaliation or any adverse employment  
11 action for complaining of failure to follow such laws. These policies are enumerated in  
12 Government Code sections 12940 et seq., Labor Code Section, 98.6, and Labor Code Section  
13 132(a), among other laws and regulations.

14 31. PLAINTIFF believes he was wrongfully terminated in violation of public policy  
15 because after complaining about abusive work conditions and about illegal wage practices he was  
16 fired. Such a termination is in violation of public policy.

17 32. Plaintiff believes that DEFENDANTS' conduct described above was done with  
18 malice, fraud and oppression and with conscious disregard for his rights and with the intent, design  
19 and purpose to cause him harm.

20 **VII. FIFTH CAUSE OF ACTION**  
21 **(FAILURE TO PROVIDE MEAL BREAKS)**  
22 **PLAINTIFFS against ALL DEFENDANTS**

23 33. PLAINTIFF hereby incorporates by reference all of the previous paragraphs as  
24 though they are fully set forth herein.  
25  
26  
27

1           34.     *Labor Code* §512(a) provides that employees who work more than five hours in a  
2 day are entitled to a meal period of at least 30 minutes; and a second meal period of at least 30  
3 minutes if they work for more than 10 hours in a day.

4           35.     *Labor Code* §226.7(a) and *IWC Wage Order No. 9*, section 11 mandate that no  
5 employer may require an employee to work during any meal or rest period.

6           36.     An employer who fails to provide meal or rest periods as required by an applicable  
7 Wage Order must pay the employee one additional hour of pay at the employee's regular rate of  
8 pay for each work day that a meal or rest period was not provided. [*Labor Code*. §226.7(b)] [8  
9 Cal. C. Regs. §§11010 et seq. ¶11].

10           37.     At all times herein mentioned, PLAINTIFF was misclassified as independent  
11 contractor. PLAINTIFF was in fact DEFENDANTS' employee.

12           38.     During his employment with DEFENDANTS, PLAINTIFF consistently worked  
13 more than eight hours a day.

14           39.     As a result of misclassifying PLAINTIFF, DEFENDANTS did not provide  
15 PLAINTIFF with meal breaks nor schedule meal breaks for him, nor have taken into account time  
16 to take meal breaks into scheduling his shifts. On occasion when PLAINTIFF took a meal break  
17 it was not compliant with California law.

18           40.     By failing to afford proper meal breaks to PLAINTIFF and in failing to properly  
19 compensate PLAINTIFF for the meal periods he was not provided, DEFENDANTS acted  
20 maliciously, fraudulently, oppressively, and despicably, with wrongful intention causing injury  
21 and hardship to PLAINTIFF by reaping economic gain at PLAINTIFF's expense, in willful and  
22 conscious disregard of PLAINTIFF's statutory and regulatory right to lunch periods and related  
23 compensation.

1 41. PLAINTIFF had been harmed and DEFENDANTS are liable to PLAINTIFF for  
2 one hour of additional premium pay at the regular rate of compensation for each day in which the  
3 proper meal was not provided. The exact amount of missed meal breaks wages owed to  
4 PLAINTIFF shall be proved at trial. In addition, PLAINTIFF is entitled to interest, penalties,  
5 attorney's fees and costs, among other damages against DEFENDANTS.  
6

7 **VIII. SIXTH CAUSE OF ACTION**  
8 **(FAILURE TO PROVIDE REST PERIODS)**

9 **Against All Defendants**

10 42. PLAINTIFF hereby incorporates by reference all of the previous paragraphs as  
11 though they are fully set forth herein.

12 43. State law requires employers to authorize paid rest periods of a specified minimum  
13 duration of 10 minutes for every four hours an employee works. (See, e.g., *8 California Code*  
14 *Regulations* §§11010-11150 ¶2 and §11160 ¶1; Wage order No. 9)

15 44. At all times relevant herein Plaintiff was employed by Defendants in non-exempt  
16 positions.  
17

18 45. Throughout PLAINTIFF'S employment, DEFENDANTS did not provide for  
19 regular and complaint rest breaks for PLAINTIFF as a result of misclassifying him as an  
20 independent contractor. This resulted in PLAINTIFF getting almost no rest breaks at all.  
21 Moreover, PLAINTIFF often had to stay on beyond the hours initially agreed to by the Parties still  
22 with no break.  
23

24 46. At all relevant times, DEFENDANTS were aware of and were under a duty to  
25 comply with California Labor Code and the applicable Wage Orders. However, DEFENDANTS  
26 sometimes did not allow plaintiff to take his 10-minutes rest periods for every four hours of work.

27 47. An employer who fails to provide rest periods as required by an applicable Wage

1 Order must pay the employee one additional hour of pay at the employee's regular rate of pay for  
2 each workday that a rest period was not provided.

3 48. By failing to consistently provide PLAINTIFF with ten-minute rest period,  
4 communicate the authorization and permission to take rest periods, permit to take rest breaks, and  
5 provide PLAINTIFF one hour's pay at their respective rate per day for each missed rest period,  
6 DEFENDANTS acted maliciously, fraudulently, oppressively, and despicably, with wrongful  
7 intention causing injury and hardship to PLAINTIFF by reaping economic gain at PLAINTIFF'S  
8 expense, in willful and conscious disregard of PLAINTIFF'S statutory and regulatory right to rest  
9 period.  
10

11 49. Plaintiff has been harmed and DEFENDANTS are liable to PLAINTIFF for one (1)  
12 hour of additional premium pay at the regular rate of compensation for each day in which the  
13 proper rest period was not provided. The exact amount of missed rest break wages owed to Plaintiff  
14 shall be proved at trial.  
15

16 50. In addition, PLAINTIFF is entitled to interest, penalties, attorney's fees and costs  
17 against DEFENDANTS.

18 **IX. SEVENTH CAUSE OF ACTION**

19 **(FAILURE TO PROVIDE**

20 **ACCURATE ITEMIZED WAGE STATEMENTS**

21 **LABOR CODE § § 226(a)(e))**

22 **Against all Defendants**

23 51. PLAINTIFF hereby incorporates by reference all of the previous paragraphs as  
24 though they are fully set forth herein.  
25

26 52. Labor Code §226(a) requires employers to provide accurate itemized wage  
27 statements for each wage payment. Labor Code §226 (e) provides for a recovery of the greater of

1 all actual damages or fifty dollars (\$50) for the initial pay period in which a violation occurs and  
2 one hundred dollars (\$100) for each violation in a subsequent pay period, not exceeding an  
3 aggregate penalty of four thousand dollars (\$4,000) (per employee).

4 53. Defendants failed to provide PLAINTIFF with complete and accurate wage  
5 statements, perhaps willfully or intentionally. DEFENDANTS failed to include the total number  
6 of hours worked by PLAINTIFF as well as failed to list the appropriate hourly rates, including  
7 overtime, and meal premiums, as Plaintiff was legally entitled to.

8  
9 54. As a result of DEFENDANTS' abovementioned unlawful act, Plaintiff suffered  
10 injury and damage.

11 55. PLAINTIFF is therefore entitled to recover from DEFENDANTS damages and  
12 penalties promulgated under Labor Code §226.

13 56. PLAINTIFF is entitled to injunctive relief to ensure compliance with the  
14 abovementioned Labor Code provision, and attorney's fees among other damages.

15  
16 **X. EIGHTH CAUSE OF ACTION**  
17 **WAGE AND HOUR**  
18 **(FAILURE TO PROVIDE**  
19 **ACCURATE ITEMIZED WAGE STATEMENTS,**  
20 **LABOR CODE § 226.3)**  
21 **Against all Defendants**

22 57. PLAINTIFF hereby incorporates by reference all of the previous paragraphs as  
23 though they are fully set forth herein.

24 58. Further, Labor Code §226.3 provides for civil penalties against anyone who violates  
25 Labor Code §226. Specifically, Labor Code §226.3 provides a penalty of two hundred fifty dollars  
26 (\$250) per employee per violation in an initial citation and one thousand dollars (\$1,000) per  
27 employee for each violation in a subsequent citation, for which the employer fails to provide the  
28 employee a wage statement in compliance with Labor Code §226.

1           59. At relevant times material hereto, DEFENDANTS failed to provide timely,  
2 accurate itemized wage statements to PLAINTIFF in accordance with California Labor Code. The  
3 statements provided by DEFENDANTS did not accurately reflect actual gross wage earned, net  
4 wages earned, and/or the appropriate deductions. In fact no overtime is shown or meal premiums,  
5 among other issues. In failing to comply with the Labor Code, DEFENDANTS also did not  
6 comply with the provision set forth above. In this case, DEFENDANTS did not provide  
7 PLAINTIFF with accurate and proper itemizations in his wage statements due to its failure to  
8 account for his missed meal and rest breaks, including proper computation of his overtime.  
9

10           60. As a result of DEFENDANTS' abovementioned unlawful act, Plaintiff suffered  
11 injury and damage and is entitled to Labor Code §226.3 penalties, fees and costs.

12                           **XI. NINETH CAUSE OF ACTION**  
13                           **(UNLAWFUL WITHHOLDING OF WAGES**  
14                           **LABOR CODE Section 225.5)**  
15                           **Against all Defendants**

16           61. PLAINTIFF hereby incorporates by reference all of the previous paragraphs as  
17 though they are fully set forth herein.

18           62. At all times relevant hereto, PLAINTIFF has been and is owed money from  
19 DEFENDANTS for hourly wages and commissions.

20           63. At all times relevant hereto DEFENDANTS failed to pay PLAINTIFF overtime  
21 compensation and commissions, among other pay, in violation of Labor Code §§ 200, 202, 203,  
22 226, 500, 510, 558, 1194, and 1198.

23           64. DEFENDANTS owe PLAINTIFF unpaid wages, including but not limited to,  
24 overtime compensation, commission payments, and any other form of compensation due  
25 PLAINTIFF.  
26  
27

1           65. Labor Code § 216 provides that any person, agent, manager, superintendent, or  
2 officer thereof is guilty of a misdemeanor who: Having the ability to pay, willfully refuses to pay  
3 wages due and payable after demand has been made.

4           66. Labor Code § 225.5 provides that every person who unlawfully withholds wages  
5 due any employee shall be subject to a civil penalty as follows: \$100 for each failure to pay each  
6 employee, and or each subsequent violation, \$200 plus 25% of the amount unlawfully withheld.

7           67. At no time relevant hereto was PLAINTIFF exempt from any wage and hour  
8 provision under California law, including without limitation any statute, rule, or regulation  
9 governing the payment of overtime compensation.

10           68. DEFENDANTS are intentionally withholding PLAINTIFF's wages in violation of  
11 California Labor Code §§ 201, 202, 206, 216, 218, 222.5, 223, and 225.5.

12           69. As a direct and proximate result of DEFENDANTS' knowing, willful, and  
13 unlawful withholding of PLAINTIFF'S wages, PLAINTIFF has suffered, and will continue to  
14 suffer, damages in amounts which are presently unknown but which exceed the jurisdictional  
15 limits of this Court and which will be ascertained according to proof at trial.  
16  
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18

19                           **XII. TENTH CAUSE OF ACTION**

20                                   **(WAITING TIME PENALTIES)**

21                                           **Against all Defendants**

22           70. PLAINTIFF hereby incorporates by reference all of the previous paragraphs as  
23 though they are fully set forth herein.

24           71. California Labor Code §201 provides that the "wages earned and unpaid at the time  
25 of discharge are due and payable immediately."

26           72. California Labor Code §203 provides that "if an employer willfully fails to pay,  
27 without abatement or reduction, in accordance with Sections 201, 201.3, 201.5, 202, and 205.5,

1 any wages of an employee who is discharged or who quits, the wages of the employee shall  
2 continue as a penalty from the due date thereof at the same rate until paid or until an action  
3 therefore is commenced; but the wages shall not continue for more than 30 days.”

4 73. PLAINTIFF has not been paid all wages due until the time of filing of this  
5 complaint.

6 74. As a result of DEFENDANTS’ abovementioned unlawful act, Plaintiff suffered  
7 injury and damage.

8 75. As such, DEFENDANTS are liable to Plaintiff for his outstanding dues plus the  
9 abovementioned penalties, plus interest, and attorney’s fees, among other damages.

11 **XIII. ELEVENTH CAUSE OF ACTION**

12 **(FAILURE TO PROVIDE RECORDS)**

13 **AGAINST ALL DEFENDANTS**

14 76. PLAINTIFF hereby incorporates by reference all of the previous paragraphs as  
15 though they are fully set forth herein.

16 77. After his termination PLAINTIFF requested his employment records pursuant to  
17 Labor Code Section 1198.5.

18 78. Until the filing of this complaint, no records have been provided.

19 79. As such Plaintiff is entitled to his records, to recover a \$750 penalty and attorneys’  
20 fees.  
21

22 **XIV. TWELFTH CAUSE OF ACTION**

23 **(ACCOUNTING)**

24 **AGAINST ALL DEFENDANTS**

25 80. PLAINTIFF hereby incorporates by reference all of the previous paragraphs as  
26 though they are fully set forth herein.  
27

1 81. PLAINTIFF did not receive an accurate accounting. As such, PLAINTIFF is  
2 entitled to a complete accounting of his wages, hours, and commissions as to ascertain the extent  
3 to which they were not properly paid.

4 **XV. THIRTEENTH CAUSE OF ACTION**  
5 **VIOLATION OF CAL. BUS. & PROF. CODE § § 17200 ET. SEQ.**  
6 **FOR UNFAIR BUSINESS PRACTICES**  
7 **(AGAINST ALL DEFENDANTS)**

8 82. PLAINTIFF hereby incorporates by reference all of the previous paragraphs as  
9 though they are fully set forth herein.

10 83. DEFENDANTS, themselves or through their supervisors, in an effort to exploit,  
11 harass, and discriminate against its workers for profit or otherwise, have engaged in the following  
12 unlawful, unfair, deceptive, and misleading business practices, amongst others outlined in this  
13 complaint:

14 a. Wrongfully terminating and retaliating against workers who complain about  
15 conditions and wages; and

16 b. Not properly paying its employees.

17 84. Pursuant to the provisions of Section 17203 of the California Business and  
18 Professions Code, this Court should issue an injunction prohibiting DEFENDANTS from  
19 engaging in the foregoing unfair, deceptive, and misleading business practices.  
20

21 85. Pursuant to the provisions of Section 17203 of the California Business and  
22 Professions Code, Plaintiff is entitled to restoration of lost wages, medical expenses, and profits,  
23 DEFENDANTS have collected by the use of the unfair, deceptive, and misleading business  
24 practices described in this Complaint.  
25

26 86. Pursuant to provisions of Section 17203 et seq. DEFENDANTS must be ordered  
27 to disgorge to PLAINTIFF ALL the profits in the relevant statutory PLAINTIFF that

1 DEFENDANTS have received from improperly billing Clients and cheating of workers in terms  
2 of their hours reported as having been worked but not paid.

3 **XVI. PRAYER**

4 WHEREFORE, PLAINTIFF prays for judgment against DEFENDANTS and DOES 1  
5 through 10, inclusive, as follows:

6 **FOURTH CAUSE OF ACTION**

- 7 1. General and compensatory damages subject to proof at trial, including but not limited  
8 to back pay, front pay, loss of economic benefits, and the like.  
9 2. Special Damages  
10 3. Emotional distress damages  
11 4. Punitive and Exemplary damages  
12 5. Attorneys' fees (where provided by law)

13 **FIRST thru THIRD and FIFTH THROUGH TENTH CAUSES OF ACTION**

- 14 1. An award to Plaintiff of damages for an amount of unpaid minimum wages, overtime  
15 wages, commissions, meal, and rest period compensation, including interest thereon,  
16 subject to proof at trial;  
17 2. Civil and Statutory Penalties (including PAGA damages)  
18 3. Liquidated damages (if applicable)  
19 4. Attorneys' fees (where provided by law)  
20 5. Pre-judgment interest.

21 **ELEVENTH and TWELFTH CAUSES OF ACTION**

- 22 1. A full accounting;  
23 2. An award of unpaid wages and commissions;  
24 3. Civil and Statutory Penalties (including PAGA damages);  
25 4. Attorneys' fees (where provided by law);  
26 5. Pre-judgment interest.

27 **THIRTEENTH CAUSE OF ACTION**

1. Restitution;
2. Injunctive relief.

ALL CAUSES OF ACTION

1. Costs of suit
2. For an award of such other and further equitable and legal relief as this Court may deem appropriate.

Dated December 3, 2020

BITTON & ASSOCIATES



OPHIR J. BITTON,  
Attorneys for Plaintiff  
Liad Schwartz, an individual

1 **DEMAND FOR JURY TRIAL**

2 Plaintiff hereby demands a trial of their claims by jury to the extent authorized by law.

3 Dated: December 3, 2020

BITTON & ASSOCIATES

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7 OPHIR J. BITTON

8 Attorneys for Plaintiff Liad Schwartz,  
an individual