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Via Certified Mail

Allied Universal
700 Flower Street
Suite 400
Los Angeles, CA 90017

Subject: *Alla Sukhorukova v. Allied Universal*
Amended PAGA Notice: LWDA-CM-1135730-25

Dear Representative:

This office represents Alla M Sukhorukova (“Plaintiff”) in connection with Labor Code violation claims related to their employment with Allied Universal (“Employer”). Employer can be contacted at:

Allied Universal
700 Flower Street
Suite 400
Los Angeles, CA 90017

Plaintiff has personally suffered each of the Labor Code violations alleged in this letter while employed by Employer within the applicable one-year statute of limitations period. As such, Plaintiff intends to seek PAGA penalties on behalf of himself and all other non-exempt employees of Employer employed in California and who were subjected to any or all of the Labor Code violations referenced herein during the PAGA Period (together with Plaintiff, “Aggrieved Employees”). The PAGA Period begins one year prior to the date of the originally filed notice letter referenced below and, because the violations alleged herein are ongoing, the PAGA Period extends beyond the date of this letter.

Plaintiff previously filed and sent a PAGA notice letter to Employer on November 3, 2025. The purpose of this letter is to supplement the prior letter by providing additional facts and legal theories, as set forth below. Plaintiff incorporates his prior PAGA letter herein.

In response to Labor Code violations alleged below, PAGA provides Employer with specific options to mitigate potential penalties:

Taking All Reasonable Steps to Be in Compliance:

Employer can reduce potential penalties to 15% of the maximum by demonstrating it has already taken all reasonable steps to be in compliance with all Labor Code provisions identified in this notice prior to receiving it. If Employer believes it has already taken all reasonable steps

to be in compliance with all Labor Code provisions identified in this notice, Employer is encouraged to contact our office to set forth all reasonable steps taken.

If all reasonable steps are taken to be in compliance with all Labor Code provisions identified in this notice within 60 days after receiving it, penalties may be reduced to 30% of the maximum. If Employer intends to take all reasonable steps to be in compliance with all Labor Code provisions identified in this notice, Employer is encouraged to engage in good faith meet-and-confer discussions with our office regarding the alleged violations. Failure to do so may support a finding that all reasonable steps were not taken to comply with the Labor Code provisions identified herein.

Curing Violations:

For certain violations, Employer has the opportunity to fully cure the alleged violations to further reduce penalties or even avoid penalties altogether. Once again, we strongly encourage Employer to promptly initiate meet-and-confer discussions with our office as part of any compliance or cure efforts. Failure to do so may result in a cure that is insufficient.

Employer must notify both our office and the Labor and Workforce Development Agency (LWDA) of any steps taken towards compliance or any attempts to cure. Not only does this approach demonstrate a good faith attempt to come into compliance, but failure to do so could potentially support a finding that Employer's conduct was malicious, fraudulent, or oppressive, thereby leading to increased penalties pursuant to Labor Code section 2699(f)(2)(B).

All communications regarding this matter should be directed to:

Frontier Law Center
6200 Canoga Ave, Suite 470
Woodland Hills, CA 91367

This letter is sent pursuant to the requirements of Labor Code section 2699.3. The Labor Code violations being alleged are as follows:

Unreimbursed Work Expenses

Labor Code section 2802 requires an employer to "indemnify his or her employee for all necessary expenditures or losses incurred by the employee in direct consequence of the discharge of his or her duties"

Here, the Aggrieved Employees incurred out of pocket expenses in connection with their employment, but these expenses were not reimbursed by Employer. Specifically, the Aggrieved Employees were required to pay out of pocket for laundering uniform items and tailoring ill-fitting shirts; as Employer required a heavy "winter" uniform in extreme heat.

Civil Penalties Applicable to Work Expense Violations

As a result of Employer's failure to reimburse all work-related expenses, Employer is subject to the civil penalties listed in Labor Code section 2699.

Wage Statement Violations

Labor Code section 226 requires an employer to provide wage statements to its employees which include, among other things, gross and net wages earned, the number of piece-rate units earned and any applicable piece, the name and address of the legal entity that is the employer, and net compensation after accounting for unreimbursed expenses. Employer failed to provide wage statements which accurately reflected this information.

Civil Penalties Applicable to Wage Statement Violations

As a result of the wage statement violations detailed above, Employer is subject to the civil penalties listed in Labor Code sections 226.3 and 2699.

Failure to Maintain Reasonable Temperature

Wage Order No. 4-2001, Section 15 (Temperature) requires employers to maintain temperatures that provide "reasonable comfort" consistent with industry-wide standards for the nature of the work performed. The Order specifically mandates that "[a]ll working areas shall be provided with adequate heat or cooling to maintain [such] temperature." Labor Code section 1198 makes it unlawful to employ any person "under conditions of labor prohibited by" an order of the Industrial Welfare Commission. Violations of IWC wage orders are actionable under PAGA as violations of Labor Code section 1198.

Here, Employer assigned Aggrieved Employees to work as security guards at indoor and semi-indoor posts, including parking booth structures, gate rooms, entrance kiosks, etc. These work locations regularly reached temperatures of approximately 90°F or higher during spring and summer months. Despite these extreme heat conditions, Employer:

- Failed to install or provide air conditioning at these work stations;
- Failed to provide adequate ventilation to reduce heat exposure;
- Failed to provide portable cooling devices, fans, or other feasible measures to lower temperatures;
- Required Aggrieved Employees to wear thick, long-sleeve winter uniforms unsuitable for high-temperature environments; and
- Failed to modify uniform requirements despite knowledge of the excessive heat conditions.

Civil Penalties Applicable to Reasonable Temperature Violations

As a result, Aggrieved Employees were forced to work full shifts in conditions that failed to provide "reasonable comfort" as required by the applicable wage order.

Suitable Seating Violation

Labor Code section 1198 makes it illegal to employ an employee under conditions of labor that are prohibited by the applicable Wage Order. Specifically, section 1198 requires that “the standard conditions of labor fixed by the commission shall be the [...] standard conditions of labor for employees. The employment of any employee [...] under conditions of labor prohibited by the order is unlawful.”

The applicable Wage Order provides that “[a]ll working employees shall be provided with suitable seats when the nature of the work reasonably permits the use of seats.” It further states that “[w]hen employees are not engaged in the active duties of their employment and the nature of the work requires standing, an adequate number of suitable seats shall be placed in reasonable proximity to the work area and employees shall be permitted to use such seats when it does not interfere with the performance of their duties.”

Here, Employer did not provide the Aggrieved Employees with suitable seating as required by the Wage Order because they were assigned to night posts that did not have a chair, forcing them to stand for the duration of their shift. On one occasion, Plaintiff sourced a chair, and was told to remove it.

Civil Penalties Applicable to Suitable Seating Violations

As a result of the suitable seating violations detailed above, Employer is subject to the civil penalties listed in Labor Code section 2699.

Retaliation for Complaining of Unsafe Working Conditions

Labor Code section 6310 makes it unlawful for an employer to discharge, threaten to discharge, demote, suspend, or in any manner discriminate against an employee because the employee has made an oral or written complaint to the employer (or to a governmental agency) regarding unsafe working conditions or work practices, or because the employee has exercised rights under California’s occupational safety and health laws.

Here, during the PAGA Period, Employer retaliated against Plaintiff and other Aggrieved Employees for raising unsafe working condition complaints at their assigned posts. Specifically, on or about June 2, 2025, Plaintiff complained about working in extreme heat conditions while being required to wear a heavy, long-sleeved winter uniform, and Employer failed to provide a suitable alternative uniform despite her complaints that she felt unwell.

Thereafter, on or about August 6, 2025, Employer assigned Plaintiff to a temporary post with intolerable and unsafe working conditions, including approximately 90-degree heat, no air conditioning, no functioning restroom, and no chair. When Plaintiff attempted to use her own small fan for relief, a supervisor confronted Plaintiff and threatened her job. Plaintiff was then removed from the worksite.

On or about August 7, 2025, Plaintiff complained to her supervisor, Cesar Ramirez, regarding the unsafe working conditions and the treatment she endured. Instead of addressing Plaintiff's protected safety complaints, Mr. Ramirez was hostile, accused Plaintiff of creating a "hard time" for him, and later that day suspended Plaintiff via text message.

On or about August 8, 2025, due to the suspension, drastically reduced hours, and Employer's refusal to provide safe and sanitary working conditions, Plaintiff was constructively terminated. Plaintiff expressly communicated in writing that she was not voluntarily resigning and wished to continue working a 40-hour-per-week schedule at a location with sanitary and suitable conditions. Employer nonetheless treated Plaintiff's forced separation as a "Voluntary Resignation – Personal Reasons."

Upon information and belief, Employer engaged in similar retaliatory conduct toward other non-exempt employees who complained about unsafe working conditions (including excessive heat, lack of restroom access, and lack of suitable seating), including threats of termination, adverse schedule changes, suspension, and/or termination.

Civil Penalties Applicable to Labor Code Section 6310 Violations

As a result of Employer's violations of Labor Code section 6310, Employer is subject to the civil penalties listed in Labor Code section 2699.

Uniforms & Equipment Costs / Maintenance

Labor Code section 1198 provides that the employment of any employee under conditions prohibited by an applicable Industrial Welfare Commission ("IWC") Wage Order is unlawful. IWC Wage Order No. 4-2001, section 9, requires employers to provide and maintain required uniforms and to bear the cost of any special cleaning, pressing, laundering, or other maintenance required by the nature of the work or by employer mandates. Wage Order No. 4-2001, section 9, also requires the employer to provide required equipment and to bear the cost of any required repairs or maintenance. To the extent uniforms require special cleaning and/or alteration due to employer requirements, the employer must bear those costs.

Here, during the PAGA Period, Employer required Plaintiff and other Aggrieved Employees to wear employer-mandated uniform items and failed to provide and maintain those items at Employer's expense, including failing to pay for required laundering/maintenance and tailoring/alterations necessary for proper fit.

For example, Employer required Plaintiff to wear Employer-issued uniform items and Plaintiff incurred out-of-pocket costs to launder and maintain those uniform items. Plaintiff also incurred out-of-pocket costs to tailor ill-fitting uniform shirts in order to comply with Employer's uniform requirements and present a proper appearance at work.

In addition, Employer required Plaintiff to wear a heavy, long-sleeved "winter" uniform while working in extreme heat conditions and refused to provide or swap to an appropriate

alternative uniform, effectively requiring Plaintiff to continue using and maintaining unsuitable uniform items despite the unsafe conditions created by Employer's uniform mandate.

Upon information and belief, Employer engaged in similar unlawful practices toward other non-exempt employees by requiring employer-mandated uniforms and/or equipment while shifting the costs of uniform upkeep, laundering, special cleaning, and/or necessary alterations or maintenance onto employees.

Civil Penalties Applicable to Labor Code § 1198/Wage Order No. 4-2001 § 9 Violations

As a result of Employer's violations of Labor Code section 1198 and IWC Wage Order No. 4-2001, section 9, Employer is subject to the civil penalties listed in Labor Code section 2699.

Reservation of Rights

The facts and claims contained herein are based on the information available at the time of this writing. Therefore, if through discovery and/or expert review, Plaintiff becomes aware of additional facts or theories of liability, they expressly reserve the right to revise these facts and/or add any new claims by amending and/or supplementing this letter or by adding applicable causes of action to the complaint which will relate back to the date of this letter.

Sincerely,

/s/

Daniel Ginzburg