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Attorneys for Plaintiff ALLA M SUKHORUKOVA

10 **IN THE SUPERIOR COURT OF CALIFORNIA**

11 **COUNTY OF LOS ANGELES**

12 ALLA M SUKHORUKOVA,

13 Plaintiff(s),

14 v.

15 UNIVERSAL PROTECTION SERVICE LPP
16 DBA ALLIED UNIVERSAL SECURITY
17 SERVICES; and DOES 1 through 100,

18 Defendant(s).

Case No. 26STCV02190

COMPLAINT

1. Private Attorneys General Act
2. Violation of California Labor Code § 1198; IWC Wage Order No. 4-2001, § 14(A) - Failure to Provide Suitable Seating
3. Violation of California Government Code §12940(j) – Disability Harassment
4. Violation of California Government Code § 12940 et seq. – Discrimination based on Disability
5. Violation of Government Code § 12940(m) - Failure to Accommodate Disability
6. Violation of California Government Code § 12940 (n) – Failure to Engage in the Interactive Process
7. Violation of California Government Code § 12940(k) – Failure to Prevent Discrimination and Harassment
8. Violation of California Government Code § 12940 (h) – Retaliation
9. Violation of California Government Code § 12940 (m)(2) – Retaliation for Requesting Accommodation

10. Violation of California Labor Code § 6310 - Retaliation for Complaining of Unsafe Working Conditions
11. Violation of California Labor Code § 1198; IWC Wage Order No. 4-2001, § 9 - Failure to Provide/Maintain Required Uniforms and Equipment
12. Wrongful Constructive Termination in Violation of Public Policy

DEMAND FOR JURY TRIAL

RELEVANT PARTIES

1. Plaintiff Alla M Sukhorukova (“Plaintiff”) is an adult resident of Los Angeles County, California, and was at all times relevant residing in Los Angeles County, California.
2. Defendant Universal Protection Service LPP dba Allied Universal Security Services (“Defendant”) is a California corporation with its principal place of business located in Los Angeles County, California. Defendant is registered to and does conduct business in the State of California and is subject to the laws of the State of California. All acts and omissions of Defendant employees as alleged herein occurred while they were acting within the course and scope of their employment.
3. Plaintiff is unaware of the true names or capacities of the Defendants sued herein as DOES 1 through 100, inclusive (“Doe Defendants”), and therefore sues said Doe Defendants by such fictitious names. Plaintiff will seek leave of this Court to amend this Complaint to insert the true names and capacities of such Doe Defendants when such information has been obtained. Plaintiff is informed and believes, and based on such information and belief alleges, that each of the fictitiously named Doe Defendants has participated in some way in the wrongful acts and omissions alleged below, and is liable to Plaintiff for damages and other relief to which Plaintiff is entitled. Defendant and Doe Defendants are collectively referred to as “Defendants”.

JURISDICTION AND VENUE

4. This action is properly filed in Los Angeles County because the acts and omissions that give rise to Plaintiff’s claims took place in Los Angeles County, and Defendants transact substantial business in this County.

1 5. This Court has jurisdiction over Defendants because Defendants' unlawful conduct as
2 alleged herein occurred in Los Angeles County, California and Plaintiff suffered damages from
3 such conduct within Los Angeles County, California.

4 **FACTUAL ALLEGATIONS**

5 6. At all times relevant, Plaintiff was Defendants' employee.

6 7. Plaintiff was employed by Defendants from on or about December 19, 2022, through on or
7 about August 8, 2025.

8 8. Plaintiff's job position was Security Guard, and she was classified as a non-exempt, hourly
9 employee.

10 9. Plaintiff is 60 years old.

11 10. For most of her employment, Plaintiff was assigned to a stable, 40-hour per week post.

12 11. In or about February 2023, Defendant's supervisor Cesar Ramirez asked Plaintiff to take
13 additional shifts at the entrance of a bank that was initially supposed to last one week.

14 12. The bank administration liked Plaintiff's work and requested additional weeks, with Cesar
15 Ramirez continuing to ask Plaintiff to extend her assignment.

16 13. Plaintiff worked the bank entrance assignment for approximately six or seven weeks and
17 developed very severe back pain from standing for extended periods.

18 14. In April 2023, after developing severe back pain, Plaintiff requested to return to her regular
19 parking patrol position where she was allowed to sit because she could no longer work at the bank
20 entrance due to her back condition.

21 15. After the bank assignment, Plaintiff sought massage and acupuncture treatment because her
22 back pain was so severe.

23 16. Plaintiff's documented lower back pain constitutes physical disability under California law.

24 17. In or about September 2024, Plaintiff's stable post was eliminated when the client did not
25 renew the contract.

26 18. Thereafter, Plaintiff's supervisor, Cesar Ramirez, began assigning her to sporadic temporary
27 posts with significantly reduced and unstable hours.

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1 19. On numerous occasions, Plaintiff was assigned to posts that required prolonged standing and
2 lacked suitable seating.

3 20. Cesar Ramirez sent Plaintiff to night shift assignments that required her to stand all night for
4 eight hours outside in downtown without any chair.

5 21. Cesar Ramirez knew of Plaintiff's age and back condition when he assigned her to posts with
6 reduced and unstable hours.

7 22. Defendant and Mr. Ramirez failed to accommodate Plaintiff's disability and actively
8 assigned her to posts with conditions that would exacerbate it.

9 23. Plaintiff sent a message to Cesar Ramirez explaining that she could not work these standing
10 assignments due to her back pain from the previous bank shift assignment.

11 24. Despite Plaintiff's complaints about her back condition, Cesar Ramirez continued to send her
12 to posts without chairs and without suitable conditions for her disability.

13 25. On or about June 2, 2025, when the temperature was approximately 100 degrees, Mr.
14 Ramirez ordered Plaintiff to wear a heavy, long-sleeved winter uniform.

15 26. Plaintiff complained that she felt unwell wearing the winter uniform in 100-degree heat and
16 requested a proper summer uniform.

17 27. Defendant failed to provide Plaintiff with a suitable summer uniform despite her complaints.

18 28. Plaintiff asked the sales manager, Cesar Ramirez, and supervisor Genesis for a proper
19 summer uniform but received no response.

20 29. Plaintiff was forced to continue wearing the winter uniform in extreme heat, causing her to
21 feel like she was having heat stroke and difficulty breathing.

22 30. On or about August 6, 2025, Mr. Ramirez assigned Plaintiff to a temporary post downtown
23 in an old, dirty parking structure.

24 31. The parking structure had intolerable and unsafe working conditions, including 90-degree
25 heat, no air conditioning, no functioning restroom, and no chair.

26 32. The parking structure had no electricity at night, no water, and no proper lock on the door,
27 preventing Plaintiff from leaving her post.

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1 33. When Plaintiff attempted to use her own small fan for relief from the heat, supervisor
2 Genesis confronted her by phone and threatened her job.

3 34. Genesis told Plaintiff that if she did not immediately stop using the fan and chair, she would
4 be kicked out.

5 35. Plaintiff contacted Cesar Ramirez to explain the situation and ask why she could not
6 organize her workplace properly, but he refused to allow her to use the fan or chair.

7 36. Genesis then drove a vehicle toward Plaintiff at the parking structure, making contact with
8 her body.

9 37. After the vehicle made contact with Plaintiff's body, Genesis kicked Plaintiff off the
10 worksite.

11 38. Following this incident, Plaintiff left the worksite.

12 39. On or about August 7, 2025, Plaintiff met with Mr. Ramirez to complain about the unsafe
13 working conditions and the harassment she had endured.

14 40. Instead of addressing Plaintiff's protected complaints, Mr. Ramirez was hostile and accused
15 her of creating a "hard time" for him.

16 41. Mr. Ramirez told Plaintiff she should resign rather than providing her with safe working
17 conditions.

18 42. Mr. Ramirez summarily suspended Plaintiff's employment via a text message later that day
19 on August 7, 2025.

20 43. On or about August 8, 2025, finding her situation untenable due to the suspension,
21 drastically reduced hours, and Defendant's refusal to provide safe and accommodating work,
22 Plaintiff was constructively terminated.

23 44. Plaintiff explicitly communicated to Mr. Ramirez in writing that she was not voluntarily
24 resigning and wished to continue working 40 hours per week at a location with sanitary and suitable
25 conditions.

26 45. In a final act of bad faith, Defendant misclassified Plaintiff's forced resignation as
27 "Voluntary Resignation - Personal Reasons."

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1 46. Throughout her employment, Defendant failed to reimburse Plaintiff for the costs of
2 laundering and tailoring her required uniform.

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

9 48. Here, although Plaintiff and the Aggrieved Employees could have performed their job duties
10 while seated, Defendants failed to provide suitable seating. Furthermore, Plaintiff and the
11 Aggrieved Employees should have been provided with seats for use while not actively performing
12 their work duties, but such seating was not provided.

13 **PAGA ALLEGATIONS**

14 49. Pursuant to Labor Code section 2699(a), any provision of the Labor Code which provides
15 for a civil penalty to be assessed and collected by the Labor and Workforce Development Agency
16 (“LWDA”) for violations of the Labor Code may, as an alternative, be recovered through a civil
17 action brought by an aggrieved employee on behalf of himself or herself and other current or former
18 employees pursuant to the procedures outlined in Labor Code section 2699.3.

19 50. Pursuant to Labor Code section 2699.3, an aggrieved employee may pursue a civil action
20 under PAGA after the following requirement have been met:

21 51. The aggrieved employee has provided written notice by online filing to the LWDA and by
22 certified mail to the employer (hereinafter “Employee’s Notice”) of the specific provisions of the
23 Labor Code alleged to have been violated, including the facts and theories to support the alleged
24 violations; and

25 52. The LWDA has provided notice (hereinafter “LWDA’s Notice”) to the employer and the
26 aggrieved employee by certified mail that it does not intend to investigate the aggrieved employee’s
27 claims. Upon receipt of the LWDA’s Notice, or if the LWDA does not provide such Notice within
28 65 calendar days of the postmark date of the Employee’s Notice, the aggrieved employee may

1 commence a civil action pursuant to Labor Code section 2699 to recover civil penalties in addition
2 to any other penalties to which the employee may be entitled.

3 53. On November 3, 2025, Plaintiff provided written notice by online filing to the LWDA and
4 by certified mail to Defendants of specific provisions of the Labor Code alleged to have been
5 violated by Defendants, including the facts and theories to support the alleged violations.

6 54. The 65-day notice period has elapsed, and the LWDA did not provide Plaintiff with written
7 notice that it intends to investigate the alleged violations of the Labor Code. Thus, Plaintiff seeks
8 PAGA Penalties on behalf of all Aggrieved Employees.

9 55. The Aggrieved Employees are defined as "All other nonexempt, hourly employees, current
10 and former, who were employed by Defendants within one year prior to November 3, 2025, through
11 final disposition of this action."

12 **EXHAUSTION OF ADMINISTRATIVE PROCEEDINGS**

13 56. On January 21, 2026, prior to initiating this complaint, Plaintiff filed with the California
14 Civil Rights Department (hereinafter "CCRD"), a Complaint of Discrimination, Harassment, and
15 Retaliation against Defendant. On January 21, 2026, the CCRD issued a Notice of Case Closure and
16 Right-to-Sue letter to Plaintiff, authorizing Plaintiff to file a private lawsuit against Defendant in
17 order to enforce their rights under FEHA.

18 57. Plaintiff has therefore exhausted all administrative remedies required by FEHA as a
19 prerequisite to filing this action.

20 **FIRST CAUSE OF ACTION**

21 **Private Attorneys General Act**

22 **By Plaintiff and the Aggrieved Employees Against All Defendants**

23 58. Plaintiff incorporates by reference the paragraphs above.

24 59. PAGA permits Plaintiff and the Aggrieved Employees to recover civil penalties for the
25 violation(s) of the Labor Code.

26 60. As alleged herein, Defendants' conduct violates numerous sections of the Labor Code.

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1 61. With respect to violations of Labor Code section 226(a) for failure to provide accurate wage
2 statements to Plaintiff and the Aggrieved Employees, the penalties in Labor Code sections 226.3
3 and 2699 apply.

4 62. With respect to violations of Labor Code section 2802 for failure to reimburse Plaintiff and
5 the Aggrieved Employees for all work-related expenses, the penalties in Labor Code section 2699
6 apply.

7 63. With respect to violations of Labor Code section 1198 and the relevant wage order for
8 failure to provide Plaintiff and the Aggrieved Employees with suitable seating, the penalties in
9 Labor Code section 2699 apply.

10 64. Pursuant to Labor Code section 2699(k)(1), Plaintiff further seeks public injunctive relief in
11 the form of an Order enjoining Defendants from continuing to violate the California Labor Code in
12 the manner alleged herein.

13 65. Additionally, Plaintiff and the Aggrieved Employees are entitled to attorney's fees pursuant
14 to Labor Code section 2699(g).

15 **SECOND CAUSE OF ACTION**

16 **Violation of California Labor Code § 1198; IWC Wage Order No. 4-2001, § 14(A) - Failure to**

17 **Provide Suitable Seating**

18 **By Plaintiff Against All Defendants**

19 66. Plaintiff incorporates by reference the paragraphs above.

20 67. At all relevant times, Plaintiff was employed by Defendant.

21 68. Plaintiff's work assignments were governed by Industrial Welfare Commission Wage Order
22 No. 4-2001, which applies to professional, technical, clerical, mechanical, and similar occupations.

23 69. Section 14(A) of Wage Order No. 4-2001 requires that all working employees shall be
24 provided with suitable seats when the nature of the work reasonably permits the use of seats.

25 70. The nature of Plaintiff's work assignments, including at the parking structure located
26 downtown, reasonably permitted the use of seats during her shifts.

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1 71. Plaintiff requested suitable seating from Defendant to accommodate her back condition and
2 enable her to alternate between sitting and standing during her shifts.

3 72. Despite Plaintiff's requests and the feasibility of providing seating, Defendant failed and
4 refused to provide Plaintiff with suitable seating at her work assignments.

5 73. When Plaintiff attempted to provide her own chair at the parking structure, Defendant's
6 supervisors prohibited her from using it and threatened disciplinary action if she continued to do so.

7 74. Defendant's failure to provide suitable seating violated California Labor Code section 1198
8 and Section 14(A) of IWC Wage Order No. 4-2001.

9 75. As a direct and proximate result of Defendant's violation, Plaintiff suffered physical pain,
10 exacerbation of her back condition, and other damages.

11 **THIRD CAUSE OF ACTION**

12 **Violation of California Government Code §12940(j) – Disability Harassment**

13 **By Plaintiff Against All Defendants**

14 76. Plaintiff incorporates by reference the paragraphs above.

15 77. At all times hereto, the California Fair Employment and Housing Act (“FEHA”) was in full
16 force and effect and was binding upon Defendants and each of them.

17 78. Government Code § 12940(j) makes it an unlawful employment practice for an employee or
18 independent contractor to be subjected to harassment based on “race,” “national origin, ancestry,
19 physical disability, mental disability, medical condition” or “sex.”

20 79. During their employment with Defendants, Plaintiff was subjected to numerous instances of
21 harassment based on their disability (described supra).

22 80. The harassment of Plaintiff was reported and known to Defendants.

23 81. Defendants failed to take immediate and appropriate corrective action.

24 82. As a further direct and legal result of the acts and conduct of Defendants, as aforesaid,
25 Plaintiff has been caused to and did suffer, and continues to suffer, severe emotional and mental
26 distress, anguish, humiliation, embarrassment, fright, shock, discomfort, anxiety, and related
27 symptoms.

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83. Defendants, by engaging in the aforementioned acts and/or in authorizing and/or ratifying such acts, engaged in willful, malicious, intentional, oppressive, and despicable conduct, and acted with willful and conscious disregard of the rights, welfare, and safety of Plaintiff, thereby justifying the award of punitive and exemplary damages in an amount to be determined at trial.

84. As a direct and proximate result of Defendants' unlawful conduct, as set forth herein, Plaintiff is entitled to recover damages in amounts to be established at trial, as set forth below, including recovery of attorney's fees and costs of suit, pursuant to Government Code § 12965(b).

FOURTH CAUSE OF ACTION

Violation of California Government Code § 12940 et seq. – Discrimination based on Disability

By Plaintiff Against All Defendants

85. Plaintiff incorporates by reference the paragraphs above.

86. Government Code § 12940(a) prohibits an employer from discriminating against an employee in compensation or in terms, conditions, or privileges of employment because of the employee's "race," "national origin, ancestry, physical disability, mental disability, medical condition" or "sex."

87. During their employment with Defendants, Plaintiff was subjected to discrimination based on their disability (described supra).

88. The discriminatory actions of Defendants against Plaintiff constitute unlawful discrimination in violation of FEHA. Such violations were a proximate cause in Plaintiff's damages as stated below.

FIFTH CAUSE OF ACTION

Violation of Government Code § 12940(m) - Failure to Accommodate Disability

By Plaintiff Against All Defendants

89. Plaintiff incorporates by reference the paragraphs above.

90. At all relevant times herein, Plaintiff was an individual with a disability as defined by FEHA.

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1 91. FEHA requires an employer to make reasonable accommodations for the known disabilities
2 of employees to enable them to perform a position's essential functions, unless doing so would
3 produce undue hardship to the employer's operations. Govt. Code §12940(m).

4 92. As a result of Plaintiff's disability, Plaintiff was in need of certain reasonable
5 accommodations, as set forth herein.

6 93. On or about June 2, 2025, Plaintiff requested a summer uniform appropriate for outdoor
7 work in extreme heat, as wearing the heavy winter uniform in 100-degree temperatures exacerbated
8 her medical conditions and caused severe physical distress, including difficulty breathing and
9 symptoms of heat stroke.

10 94. Defendants failed to provide appropriate seasonal attire despite knowing of Plaintiff's back
11 condition and the medical necessity of avoiding heat stress.

12 95. Defendant's refusal to provide suitable seasonal uniforms constituted a failure to provide
13 reasonable accommodation for Plaintiff's disability-related limitations.

14 96. Defendants were on notice of Plaintiff's need for reasonable accommodations in connection
15 with their disability.

16 97. Defendants, and each of them, failed and refused to grant reasonable accommodations, as
17 required by law, to Plaintiff (described supra).

18 98. The actions of Defendants against Plaintiff constitutes unlawful failure to accommodate a
19 disability, in violation of FEHA. Such violations were a proximate cause in Plaintiff's damages as
20 stated below.

21 **SIXTH CAUSE OF ACTION**

22 **Violation of California Government Code § 12940 (n) – Failure to Engage in the Interactive**
23 **Process**

24 **By Plaintiff Against All Defendants**

25 99. Plaintiff incorporates by reference the paragraphs above.

26 100. At all relevant times herein, Plaintiff was individuals with a disability as defined by FEHA.

27 101. Govt. Code §12940(n) requires employers to engage in a timely, good faith, interactive
28 process with an employee to determine effective reasonable accommodations if an employee with a

1 disability so requests. The interactive process is the key mechanism for facilitating the integration of
2 disabled employees in the workplace and liability may be imposed on the employer for failing to
3 engage in the process.

4 102. As a result of Plaintiff's disability, Plaintiff was in need of certain reasonable
5 accommodations, as set forth herein.

6 103. Defendants were on notice of Plaintiff's need for reasonable accommodations in connection
7 with their disability.

8 104. Despite having notice of Plaintiff's disability and need for accommodations, Defendants
9 engaged in unlawful employment practices when they failed and refused to engage in the interactive
10 process (described supra).

11 105. The actions of Defendants against Plaintiff constitutes unlawful failure to engage in the
12 interactive process, in violation of FEHA. Such violations were a proximate cause in Plaintiff's
13 damage as stated below.

14 **SEVENTH CAUSE OF ACTION**

15 **Violation of Cal. Gov. Code § 12940(k) – Failure to Prevent Discrimination and Harassment**
16 **By Plaintiff Against All Defendants**

17 106. Plaintiff incorporates by reference the paragraphs above.

18 107. At all relevant times herein, Plaintiff was individuals with a disability as defined by FEHA.

19 108. Defendant had a statutory duty to take all reasonable steps necessary to prevent
20 discrimination and harassment from occurring in the workplace.

21 109. As alleged above, Plaintiff was subjected to discrimination based on her disability and age,
22 and harassment based on her disability and age, by Defendant's supervisors and management
23 personnel.

24 110. Defendant knew or should have known of the discrimination and harassment occurring in its
25 workplace.

26 111. Despite its knowledge of the discrimination and harassment, Defendant failed to take all
27 reasonable steps necessary to prevent such unlawful conduct.

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1 112. Defendant failed to implement effective anti-discrimination and anti-harassment policies,
2 failed to adequately train its supervisors and employees, failed to investigate Plaintiff's complaints,
3 and failed to take prompt and effective remedial action.

4 113. As a direct and proximate result of Defendant's failure to prevent discrimination and
5 harassment, Plaintiff has suffered and continues to suffer damage as stated below.

6 **EIGHTH CAUSE OF ACTION**

7 **Violation of California Government Code § 12940 (h) - Retaliation**

8 **By Plaintiff Against All Defendants**

9 114. Plaintiff incorporates by reference the paragraphs above.

10 115. Government Code § 12940(h) makes it unlawful for an employer to discriminate against any
11 employee who opposes or makes a complaint for practices forbidden by FEHA.

12 116. Plaintiff engaged in protected activity under § 12940(h) as set forth herein.

13 117. Defendants retaliated against Plaintiff in violation of California Government Code §
14 12940(h).

15 118. The actions of Defendants against Plaintiff constitute unlawful retaliation, in violation of
16 FEHA. Such violations were a proximate cause in Plaintiff's damage as stated below.

17 **NINTH CAUSE OF ACTION**

18 **Violation of Cal. Gov. Code § 12940 (m)(2) – Retaliation for Requesting Accommodation**

19 **By Plaintiff Against All Defendants**

20 119. Plaintiff incorporates by reference the paragraphs above.

21 120. At all times hereto, the FEHA was in full force and effect and was binding upon Defendants
22 and each of them.

23 121. Government Code § 12940(m)(2) prohibits an employer from retaliating or otherwise
24 discriminating against a person for requesting accommodations, regardless of whether the request
25 was granted.

26 122. As detailed above, Plaintiff engaged in protected activity by requesting accommodations in
27 connection with their medical condition.

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1 123. Defendants retaliated against Plaintiff in violation of FEHA by harassing Plaintiff in
2 connection with their request for accommodations. Such violations were a proximate cause in
3 Plaintiff's damage as stated below.

4 **TENTH CAUSE OF ACTION**

5 **Violation of California Labor Code § 6310 - Retaliation for Complaining of Unsafe Working**
6 **Conditions**

7 **By Plaintiff Against All Defendants**

8 124. Plaintiff incorporates by reference the paragraphs above.

9 125. At all relevant times, Defendant was Plaintiff's employer within the meaning of California
10 Labor Code section 6310.

11 126. Plaintiff engaged in protected activity by complaining to Defendant about unsafe working
12 conditions at the parking structure job site, including extreme heat exceeding 90 degrees with no air
13 conditioning, absence of a functioning restroom, lack of electricity and lighting, absence of potable
14 water, and inadequate security.

15 127. Plaintiff informed Cesar Ramirez that these conditions were unsafe, intolerable, and
16 detrimental to her health and safety.

17 128. Defendant had knowledge of Plaintiff's complaints about unsafe working conditions.

18 129. Immediately following Plaintiff's complaints about unsafe working conditions, Defendant
19 subjected Plaintiff to adverse employment actions, including suspending her employment and
20 constructively terminating her employment.

21 130. Defendant's adverse employment actions were taken in retaliation for Plaintiff's protected
22 complaints about unsafe working conditions.

23 131. Plaintiff's protected activity was a substantial motivating factor in Defendant's decision to
24 take adverse employment actions against her.

25 132. As a direct and proximate result of Defendant's retaliatory conduct, Plaintiff has suffered
26 and continues to suffer damages including lost wages and benefits, emotional distress, and other
27 economic and non-economic harm.

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1 **ELEVENTH CAUSE OF ACTION**

2 **Violation of California Labor Code § 1198; IWC Wage Order No. 4-2001, § 9 - Failure to**
3 **Provide/Maintain Required Uniforms and Equipment**

4 **By Plaintiff Against All Defendants**

5 133. Plaintiff incorporates by reference the paragraphs above.

6 134. At all relevant times, Plaintiff was employed by Defendant as a security guard and was
7 required to wear a uniform as a condition of her employment.

8 135. Plaintiff's employment was governed by Industrial Welfare Commission Wage Order No. 4-
9 2001, which applies to professional, technical, clerical, mechanical, and similar occupations.

10 136. Section 9 of Wage Order No. 4-2001 requires that when an employer requires an employee
11 to wear a uniform, the employer must either provide and maintain such uniforms or reimburse the
12 employee for the reasonable cost of purchasing and maintaining such uniforms.

13 137. California Labor Code section 1198 makes it unlawful for an employer to pay employees
14 wages less than the minimum wage fixed by the IWC, which includes unlawful deductions through
15 failure to reimburse required uniform expenses.

16 138. Defendant required Plaintiff to wear specific uniforms as a condition of her employment but
17 failed to provide uniforms in appropriate sizes for Plaintiff.

18 139. Plaintiff was required to pay out-of-pocket for alterations to the oversized uniforms provided
19 by Defendant in order to make them suitable for work.

20 140. Defendant required Plaintiff to maintain the uniforms in clean and presentable condition but
21 failed to provide laundering services or reimburse Plaintiff for the cost of special laundering
22 required for the uniform pants and jacket.

23 141. Plaintiff incurred approximately \$790 in unreimbursed expenses for uniform alterations and
24 maintenance.

25 142. Defendant's failure to provide properly fitting uniforms or reimburse Plaintiff for necessary
26 alterations and maintenance violated California Labor Code section 1198 and Section 9 of IWC
27 Wage Order No. 4-2001.

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1 143. As a direct and proximate result of Defendant's violations, Plaintiff has suffered economic
2 damages in the form of unreimbursed uniform expenses.

3 **TWELFTH CAUSE OF ACTION**

4 **Wrongful Constructive Termination in Violation of Public Policy**

5 **By Plaintiff Against All Defendants**

6 144. Plaintiff incorporates by reference the paragraphs above.

7 145. At all times mentioned in this complaint, it was a fundamental policy of the State of
8 California that Defendants cannot discriminate and/or retaliate against any employee on the basis of
9 race, national origin, ancestry, physical disability, mental disability, medical condition, sex, and/or
10 engagement in protected activity.

11 146. Based on the actions described above, Defendants constructively terminated Plaintiff for
12 engaging in protected activity.

13 147. Defendants actions were in violation of California Public Policy.

14 148. As a proximate result of the acts of Defendants, and each of them, Plaintiff has suffered and
15 will continues to suffer damages, as stated below.

16 **PRAYER FOR RELIEF**

17 WHEREFORE, Plaintiff prays for judgment against Defendants as follows:

18 **First Cause of Action**

- 19 1. All applicable civil penalties available pursuant to Labor Code section 2698, et seq.
20 2. Public injunctive relief in the form of an Order enjoining Defendants from continuing to
21 violate the California Labor Code in the manner alleged herein
22 3. Attorneys' fees
23 4. Costs
24 5. Other relief the court deems proper

25 **Second Cause of Action**

- 26 1. Restitution and/or compensatory damages
27 2. Interest
28 3. Injunctive relief requiring Defendant to comply with IWC Wage Order No. 4-2001, § 14(A)

- 1 4. Attorneys' fees
- 2 5. Costs
- 3 6. Other relief the court deems proper

4 Third - Ninth Cause of Action

- 5 1. Compensatory damages
- 6 2. Punitive damages
- 7 3. Attorneys' fees
- 8 4. Costs
- 9 5. Other relief the court deems proper

10 Tenth Cause of Action

- 11 1. For past and future lost earnings and employment benefits
- 12 2. Damages
- 13 3. Attorney's fees
- 14 4. Costs
- 15 5. Interest
- 16 6. Other relief the court deems proper

17 Eleventh Cause of Action

- 18 1. Restitution and reimbursement of all unreimbursed expenses
- 19 2. Penalties pursuant to California Labor Code section 203
- 20 3. Interest
- 21 4. Attorneys' fees
- 22 5. Costs
- 23 6. Other relief the court deems proper

24 Twelfth Cause of Action

- 25 1. Back pay and front pay
- 26 2. Interest on the above amounts
- 27 3. Compensatory damages
- 28 4. Punitive damages

- 1 5. Attorneys' fees
2 6. Costs
3 7. Other relief the court deems proper
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5 DATED: January 21, 2026

FRONTIER LAW CENTER

Daniel Ginzburg

DANIEL GINZBURG
Attorney for Plaintiff
ALLA M SUKHORUKOVA

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JURY TRIAL DEMAND

Plaintiff hereby demands a trial by jury on all issues so triable.

DATED: January 21, 2026

FRONTIER LAW CENTER



DANIEL GINZBURG
Attorney for Plaintiff
ALLA M SUKHORUKOVA