

1  
2  
3  
4  
5  
6  
7  
8  
9  
10  
11  
12  
13  
14  
15  
16  
17  
18  
19  
20  
21  
22  
23  
24  
25  
26  
27  
28

**NEVADA OCCUPATIONAL SAFETY AND HEALTH  
REVIEW BOARD**

\* \* \* \* \*

**CHIEF ADMINISTRATIVE OFFICER  
OF THE OCCUPATIONAL SAFETY  
AND HEALTH ADMINISTRATION OF  
THE DIVISION OF INDUSTRIAL  
RELATIONS OF THE DEPARTMENT  
OF BUSINESS AND INDUSTRY, STATE  
OF NEVADA,**

**Docket No. LV 25-2315**

**Inspection No. 1731816**

**Complainant,**

**FILED  
April 14, 2026  
OSH REVIEW BOARD  
By: K Kennedy**

**vs.**

**STAFFMARK INVESTMENT, LLC, dba  
STAFFMARK,**

**Respondent.**

**DECISION OF THE BOARD, FINDINGS OF FACT,  
CONCLUSIONS OF LAW AND FINAL ORDER**

On February 28, 2024, the State conducted a planned program inspection of the Archway Marketing Services (Archway) facility located at 4855 Engineers Way, #102, North Las Vegas, Nevada. *See*, State’s Exhibit 1, pp. C4, C5, C19. In the process of conducting this inspection, the State determined that Archway was a host employer with one or more subcontractors on the site. *See*, State’s Exhibit 1, p. C19. One of the subcontractors was Staffmark Investment, LLC, dba Staffmark (Staffmark or the Respondent). During the inspection and subsequent interactions with Staffmark, certain deficiencies were noted, resulting in the issuance of two citations. *See*, State’s Exhibit 1, pp. C55-C65.

On April 9, 2025, the matter came on for hearing before the Nevada Occupational Safety and Health Board of Review (Board), in furtherance of a notice, duly provided according to law. *See*, Notice of Hearing dated December 17, 2024. In attendance at the April 9<sup>th</sup> hearing were Board Chairman, Jorge Macias, Board Member William Spielberg, Board Member Frank Milligan, Board Member Gled Bautista and Board Member Scott Fullerton. *See*, Tr., pp. 2;1-10,

///

1 41;23-25.<sup>1</sup> There being five members of the Board present to hear this matter with at least one  
2 member representing management and one member representing labor, in attendance, a quorum  
3 was present to hear the matter and conduct the business of the Board.

4 Charles R, Zeh, Esq., The law Offices of Charles R. Zeh, Esq., was present as legal  
5 counsel to the Board. *See, Tr.*, p. 42;1-2. Salli Ortiz, Esq., appeared on behalf of the  
6 Complainant, Chief Administrative Officer of the Occupational Safety and Health  
7 Administration, Division of Industrial Relations (the State). *See, Tr.*, p. 3;6-8. Jesus Arredondo, a  
8 lay person representative, Director of Safety for the West Coast region of Staffmark, appeared on  
9 behalf of the Respondent. *See, Tr.*, p. 43;7-19.

10 On July 1, 2024, a Citation and Notification of Penalty (Citation) was issued to the  
11 Respondent alleging violations of Nevada State law. Citation 1, Item 1, charged an other than  
12 serious violation of NRS 618.376(1), as stated below:

13 Every employer shall, upon hiring an employee, provide the employee with a  
14 document or videotape setting forth the rights and responsibilities of employers  
15 and employees to promote safety in the workplace. The document, or evidence of  
16 receipt of the videotape, must be signed by the employer and employee and  
17 placed in the employee's personnel file. The document or videotape shall not be  
18 deemed to be a part of any employment contract.

19 The Employer did not ensure that employees were provided with a document or  
20 videotape setting forth the rights and responsibilities of employers and employees  
21 to promote safety in the workplace. Upon request, the Employer was unable to  
22 provide evidence that the employees onsite had received a document or videotape  
23 with this information.

24 Citation 1, Item 2, alleged an other than serious violation of NRS 618.383(1) as stated  
25 below:

26 Except as otherwise provided in subsections 8 and 9, an employer shall  
27 establish a written safety program and carry out the requirements of the  
28 program within 90 days after it is established.

The Employer established a written safety program (WSP) and did not carry  
out the requirements within 90 days after it was established. Training was one  
of the specified elements in their WSP, but the Employer did not provide  
training to the employees as required. According to the WSP, all staff,  
including managers and supervisors, must receive training on general safety

---

<sup>1</sup>“Tr.” stands for the transcript of the hearing conducted on April 9, 2025, followed by the page  
and line number where the matter cited can be found.

1 practices and job-specific health procedures. This training was supposed to be  
2 provided through the STAFFMARK GROUP Safety Orientation Video,  
3 Employee Guide, and/or specialized training. The Employer hired  
4 approximately 13 employees and 517 temporary workers.

4 On July 29, 2024, Staffmark provided its notice of intent to contest the Citation. *See*,  
5 State's Exhibit 1, p. C83. On August 19, 2024, the State served its Complaint on the Respondent.  
6 *See*, State's Exhibit 1, pp. C84-C89. On or about August 30, 2024, Mark Klein, Staffmark's  
7 Regional Safety Manager, answered the Complaint for the Respondent. *See*, State's Exhibit 1, pp.  
8 C90-C102.

9 At the hearing on the matter, the State offered for admission its Exhibits, numbered 1 and  
10 2, consisting of a total of 209 pages. *See*, Tr., p. 42;21-24. The Respondent did not object to the  
11 admission of the State's Exhibits. *See*, Tr., p. 44;21-24. The State's Exhibits were subsequently  
12 admitted into evidence. *See*, Tr., p.45;1-3. The Respondent did not offer any documents for  
13 admission. *See*, Tr., p.43;20-25, 44;1-2. Jurisdiction in this matter has been conferred in  
14 accordance with Chapter 618 of the Nevada Revised Statutes.

### 15 **FINDINGS OF FACT**

16 Staffmark is a temporary employee provider service, a temp agency. *See*, State's Exhibit  
17 1, p. C14. Staffmark is part of a multinational group of staffing companies. *See*,  
18 [www/staffmark.com](http://www.staffmark.com). Staffmark employs approximately 500 people in Nevada. *See*, State's  
19 Exhibit 1, p. C16, *see also*, Tr., p. 75;15-20. At the time of the inspection, Staffmark's Nevada  
20 clients were 99% warehouse (light industrial) and 1% clerical. *See*, Tr., p. 102;5-19.

21 Staffmark provides temporary employees to Archway pursuant to a written contract. *See*,  
22 State's Exhibit 2, pp. C112-C121. This agreement generally covers the provision of temporary  
23 employees and the requirements for payment to Staffmark. *See, Id.* The contract specifically  
24 commits Staffmark to do the following:

25 STAFFMARK'S SERVICES: Staffmark will recruit, interview, select, hire and  
26 assign employees who, in Staffmark's judgment are best qualified to perform the  
27 services stated in this Agreement. As the employer, Staffmark will: (i) maintain  
28 all necessary personnel and payroll records for its employees; (ii) calculate their  
wages and withhold taxes and other government mandated charges, if any; (iii)  
remit such taxes and charges to the appropriate government entity; (iv) pay net  
wages as stated in this Agreement directly to its employees; and (v) provide for  
workers' compensation insurance.

1                   WARRANTY: Staffmark warrants that its employees are covered by workers'  
2                   compensation (part of your invoice cost covers this expense), and that Staffmark  
3                   assumes total responsibility to pay all applicable federal, state, and local  
4                   withholding taxes, unemployment taxes, social security, and other payroll  
5                   charges. *See*, State's Exhibit 2, p. C112.

6 Relevant to the instant Citation is a provision entitled CUSTOMER'S RESPONSIBILITY,  
7 provided, in part, below:

8                   Customer agrees and warrants to Staffmark that it will supply a safe  
9                   workplace for Staffmark employees and maintain compliance with all  
10                  federal, state, and local regulatory responsibilities including, but not  
11                  limited to, OSHA required site-specific training and emergency medical  
12                  response to injured Staffmark employees. *See*, State's Exhibit 2, p. C113.

13 Staffmark combines its application with its initial training process. Potential employees  
14 are required to electronically submit their application and certain personal documentation. *See*,  
15 Tr., pp. 94;8-14, 111;13-16. Further, potential employees view some number of training videos  
16 tailored to the type of work they will be doing, clerical or light industrial. These applications and  
17 videos are collectively referred to as the on-boarding package. *See*, Tr., pp. 100;16-25, 101;1-11.  
18 The Respondent's managers believed that the on-boarding package contained the  
19 employers/employees rights and responsibilities.<sup>2</sup> *See*, *Id*. However, it was subsequently  
20 discovered that the on-boarding package did not include the rights and responsibilities pamphlet.  
21 *See*, State's Exhibit 1, p. C29, *see also*, Tr., pp. 56;3-25, 57;1-10.

22 Staffmark had drafted and implemented a Nevada specific safety program, the written  
23 work safety program (WSP). *See*, State's Exhibit 2, pp. C122-C156. The WSP was established in  
24 2002 and had been revised and edited in the subsequent years. *See*, State's Exhibit 2, p. C139.  
25 The WSP covered key items such as hazard assessment, compliance, communication and  
26 training. *See*, State's Exhibit 2, p. C123. The WSP provided that, "[o]n-going Safety Training  
27 for all employees will be conducted periodically or as prescribed within the Host-Employer's  
28 WSP." *See*, State's Exhibit 2, p. C141.

///

---

<sup>2</sup>For consistencies sake, the rights and responsibilities publication will be referred to as a pamphlet, regardless of whether the information was supplied in electronic form or as a hard copy.

1 As previously mentioned, the instant inspection was of Archway's facility. *See*, State's  
2 Exhibit 1, pp. C4, C5, C19, *see also*, Tr., p. 48;24-26. During the inspection, a number of  
3 Staffmark's temporary employees were encountered. *See*, State's Exhibit 1, pp. C14 - C18, C30 -  
4 C32, *see also* Tr., pp. 57-59. It was ultimately determined that Staffmark had a total of eight  
5 employees at the Archway facility on the day of the inspection. *See*, State's Exhibit 1, p. C25,  
6 *see also* Tr., pp. 74;20-24, 75;1-5.

7 The State interviewed two of Staffmark's employees who worked at Archway on the date  
8 of the inspection, Bartisha Nolen and Maria Aranzazu Molina Fernandez. *See*, State's Exhibit 1,  
9 pp. C30-C32. Ms. Nolan told the inspector that she had never seen Staffmark's WPS. *See*,  
10 State's Exhibit 1, p. C31. However, Ms. Nolan, had viewed a safety training video while  
11 working for Staffmark in California. *See*, Tr., p. 58;11-13. This video would not have contained  
12 the Nevada specific WSP and it was unclear as to whether the rights and responsibilities  
13 pamphlet would have been included in the on-boarding materials. Ms. Fernandez had also not  
14 viewed either the WPS or the rights and responsibilities pamphlet. *See*, State's Exhibit 1, p. C32.

15  
16 The State interviewed three of Staffmark's managers, Mark Klein, Michelle Gianopoulos  
17 and Sonia Ontiveros-Cuevas. Mr. Klein was Staffmark's Regional Health and Safety Director.  
18 *See*, State's Exhibit 1, pp. C22, C23. Mr. Klein said that he was responsible for Staffmark's  
19 employees at Archway regardless of being based in California. *See, Id.* Mr. Klein explained the  
20 safety training process provided to Staffmark's employees. *See, Id.*

21 We provide Staffmark employees the general hazard training through a link. The  
22 link gives them access to our company handbook. This is the on-boarding process  
23 all employees follow. Gives the employees the introduction and awareness  
24 training; in other words, we lay the foundation. The host employer, Archway  
Marketing Services provides specific training depending on the specificity of their  
job duties. *See*, State's Exhibit 1, p. C22

25 Ms Gianopoulos was Staffmark's Senior Recruiter Manager. *See*, State's Exhibit 1, pp.  
26 C25, C26. Her duties included dispatching employees to clients, such as Archway, and training  
27 employees to work at the facilities. *See, Id.* Ms. Gianopoulos believed that OSHA training was  
28 supplied in the on boarding materials. *See*, State's Exhibit 1, p. C26. However, Ms. Gianopoulos

1 did not know whether the on-boarding packet contained the WSP or the rights and  
2 responsibilities pamphlet or both. *See, Id.* Ms. Gianopoulos was familiar with the OSHA rights  
3 and responsibilities pamphlet and she indicated that it was posted in Staffmark's offices. Ms.  
4 Gianopoulos definitively stated that the rights and responsibilities pamphlet is executed by each  
5 employee and are retained by the Respondent's operations manager. *See, Id.* Ms. Gianopoulos  
6 was positive that the employees received safety training before reporting to Archway. *See Id.*

7 Ms. Ontiveros-Cuevas stated that she goes to the Archway site every morning, five days  
8 a week. *See, State's Exhibit 1, pp. C27, C29.* She provided limited and functional instructions to  
9 those employees, such as their start date and the name of the person to whom they are to report.  
10 *See, Tr., p. 90;7-13.* Her work with the employees was more akin to coaching than training. *See,*  
11 *State's Exhibit 1, p. C27.* This training includes a limited amount of safety training. *See, Id.*  
12 However, when Ms. Ontiveros-Cuevas was questioned at the hearing, she denied that she  
13 provided any safety training. *See, Tr., p. 95;6-14, 101;7-11.*

14 William Stephens, Archway's VP Operations, was interviewed in this process. *See,*  
15 *State's Exhibit 1, pp. C34 - C37.* Mr. Stephens said that Archway did not supply the rights and  
16 responsibilities pamphlet to any of its temporary employees. *See, Id.* He also said that Archway's  
17 written safety program was not supplied to temporary employees. *See, Id.*

18 At the April 9<sup>th</sup> hearing, Clementina Cholke indicated that Staffmark's employees were  
19 not uniformly trained. Some of them had rights and responsibilities on file and some were  
20 trained.

21 Mr. Macias: And out of those eight to 10 employees, I believe three of them didn't  
22 have the right rights and responsibilities and four didn't have the training required.

23 Ms. Cholke: That's how [ ] I just processed it.

24 Mr. Macias: So there -- there were a number of employees there that did have --  
had signed the rights and responsibilities.

25 Ms. Cholke: They provided it. So I conducted my interviews. Nobody understood  
26 them, nobody understood what I was asking or covering with them. And  
documents were sent out and then submitted. So there were no more questions  
27 asked. But for the ones that I did interview and they did not provide, those were  
the ones that I... had to document. *See, Tr., pp. 73;24-25, 74;1-14.*

28 Ms. Cholke provided an explanation of the penalties assessed for each of the violations.

1 *See*, State's Exhibit 1, pp. C56-C65. Citation 1, Item 1, was determined to be an other than  
2 serious violation of NRS 618.376(1). *See*, State's Exhibit 1, p. C56. The gravity based penalty  
3 was assessed to be \$1,294. However, the amount of the penalty was discounted as a result of the  
4 size of the employer and its history with OSHA. *See*, State's Exhibit 1, pp. C56-C58. After these  
5 discounts were applied, the final amount of the assessed penalty was \$440. *See, Id.*

6 Citation 1, Item 2, was determined to be an other than serious violation of NRS  
7 618.383(1). *See*, State's Exhibit 1, p. C61. The gravity based penalty was assessed to be \$1,294.  
8 However, the amount of the penalty was discounted as a result of the size of the employer and its  
9 history with OSHA. *See*, State's Exhibit 1, pp. C61-C63. After these discounts were applied, the  
10 final amount of the assessed penalty was \$440. *See, Id.* Staffmark did not object to any of the  
11 testimony regarding the calculation of the penalties or offer any affirmative defenses.

12 Ms. Ontiveros-Cuevas testified regarding the training video. *See*, Tr., p. 95;11-24.  
13 Therein, Ms. Ontiveros-Cuevas explained that local management never verified that training  
14 material was included in the video presentation in the on-boarding package. *See, Id.* What  
15 occurred was that the material was electronically sent to the employees. *See, Id.* All that local  
16 management saw of the on-boarding process was that the employee had completed the required  
17 sections. *See, Id.* Accordingly, Staffmark was without any process whereby it could verify  
18 whether its employees received the basic safety instructions.

19 Ms. Ontiveros-Cuevas also testified that she had provided the rights and responsibilities  
20 pamphlet to Ms. Nolan only after the inspection. *See*, Tr., p. 99;8-12. However, neither Ms.  
21 Ontiveros-Cuevas nor Ms. Gianopoulos had signed the pamphlet as of the date of the inspection.  
22 *See*, Tr., p. 99;13-21.

23 Mr. Jesus Arredondo, Staffmark's Director of Safety, testified for the Respondent. *See*,  
24 Tr., pp. 123-126. Mr. Arredondo commenced his employment with the Respondent after the  
25 inspection. *See*, Tr., pp. 123;7-14. He told the Board that the Respondent was reviewing its  
26 procedures to be sure that oversights like these did not occur in the future. *See*, Tr., pp. 123;21-  
27 25, 124;1-4.

28 Mr. Arredondo confirmed that the WSP was not provided to Staffmark's employees at

1 the time of the inspection. *See*, Tr., pp. 126;2-9. 130;16-22.

2  
3 To the extent that any of the Conclusions of Law constitute Findings of Fact, they are  
4 incorporated herein.

### 5 CONCLUSIONS OF LAW

6 The State is obligated to demonstrate the alleged violation by a preponderance of the  
7 reliable evidence in the record. Findings must be based upon the kind of the evidence which  
8 responsible persons are accustomed to rely in serious affairs. *William B. Hopke Co., Inc.* 1982  
9 OSHARC LEXIS 302 \* 15, 10 BNA OSHC 1479 (No. 81-206, 19820 (ALJ)). Mere estimates,  
10 assumptions and inferences fail this test. Conjecture is also insufficient. The Board's decision  
11 must be based on consideration of the whole record and shall state all facts officially noticed and  
12 relied upon. 29 CFR 1905.27(b). *Armor Elevator Co.*, 1 OSHA 1409, 1973-1974 OHSD ¶ 16,  
13 958 (1973). *Olin Construction Inc. v. OSHARC and Peter J Brenan, Secretary of Labor*, 525  
14 F.2d 464 (1975).

15 The burden is on the State to prove by a preponderance of the evidence, a *prima facie*  
16 case against the Respondent. *See*, NAC 618.788(1), *see also*, *Original Roofing Company LLC v*  
17 *Chief Administrative Officer of the Nevada OSHA*, 442 P. 3d 146, 149 (Nev. 2019). Thus, the  
18 State must establish: (1) the applicability of a standard being charged; (2) the presence of a non-  
19 complying condition; (3) employee exposure or access to the non-complying condition; and, (4)  
20 the actual or constructive knowledge of the employer's violative conduct. *Id.* at 149, *see also*,  
21 *American Wrecking Corp. v. Secretary of Labor*, 351 F.3d 1254, 1261 (D.C. Cir., 2003).

22 The State provided evidence that NRS 618.376(1) applied by showing that Staffmark  
23 employed about 500 employees in Nevada at the time of the inspection. *See*, State's Exhibit 1, p.  
24 C16, *see also*, Tr., p. 75;15-20. The State also provided evidence that the Respondent was non-  
25 compliant because it did not insure that each new employee was provided the rights and  
26 responsibilities pamphlet. *See*, State's exhibit 1, p. C29, *see also*, Tr., pp. 56;3-25, 57;1-10. In  
27 fact, the Respondent's management never verified that this information was contained in the on-  
28 boarding materials. *See, Id.* Moreover, neither Ms. Gianopoulos nor Ms. Ontiveros-Cuevas had

1 the executed the rights and responsibilities pamphlet. *See*, Tr., pp. 99;8-21. These same facts  
2 provide evidence that Staffmark's employees were exposed to the non-compliant condition.

3  
4 The State showed employer knowledge because Ms. Gianopoulos and Ms. Ontiveros-Cuevas  
5 knew that the rights and responsibilities information had to be supplied to new employees.  
6 However, Staffmark's management never verified that this occurred. *See*, Tr., pp. 56;15-15,  
7 57;1-10. Mr. Klein also knew that new employees were to review a video of general safety  
8 standards. *See*, State Exhibit 1, p. C22.

9 The State provided evidence that NRS 618.383(1) applied by showing that Staffmark had  
10 more than 10 permanent employees in the State. *See*, State Exhibit 1, p. C202. In addition, the  
11 company employed over 500 temporary workers. *See, Id.*

12 The State alleged that the standard was violated because Staffmark did not carry out the  
13 provisions of its written safety program WSP. *See*, Tr., pp. 136-138. Specifically, the State  
14 alleged that Staffmark needed to not only have a WSP but also to train its employees on it. *See*,  
15 Tr., pp. 138;18-24, 139;1-14. There were three problems with the State's allegations. First, there  
16 was the inherent difficulty of providing safety training in the context of a temp agency. Towards  
17 that end, the State utilized an OSHA publication entitled the Temporary Worker Initiative  
18 (TWI). *See*, State Exhibit 1, pp. C66-C70. This document specifically discusses the employers'  
19 dual responsibility for safety training.

20 The staffing agency and the host employer share the responsibility for training  
21 temporary workers....Depending on the industry, worksite, and job duties to  
22 which the temporary worker is assigned, certain OSHA standards which require  
23 both generic and specific training may be applicable. While both the host and the  
24 staffing agency are responsible to ensure that the employee is properly trained  
25 according to the applicable standard, the employers may decide that a division of  
26 the responsibility may be appropriate...In most cases, the **host employer** is  
27 responsible for site-specific training and the **staffing agency** is responsible for  
28 generic safety and health training. *See*, State's Exhibit 1, pp. C66, C67 (Emphasis  
in original).

26 Here, the State argued that Staffmark failed to comply with the TWI because they did not  
27 verify that Archway was providing the site-specific training. *See*, Tr., pp. 137;21-25, 138;1-11.  
28 This would result in the employer having a greater burden than the statutory language would

1 support. The statute merely requires an employer to comply with their WSP. Under the State's  
2 interpretation, a staffing agency, such as Staffmark, would have a duty to investigate the  
3 processes of the host employer.

4 The State's second problem was found in the language of Staffmark's WSP. Therein, on-  
5 going training was only required on a conditional basis. On-going training was to be conducted  
6 as needed or as prescribed by the host employer's WSP. *See*, State's Exhibit 2, p. C141.

7 Accordingly, in order to show that Staffmark failed to provide on-going training, the State would  
8 have to show that one of these conditions occurred. The State did not provide any evidence that  
9 either of those conditions were met. Third, the State presented inconsistent evidence to show that  
10 Staffmark failed to carry out the requirements of their WSP. Some of the Respondent's  
11 employees were aware of it. *See*, Tr., pp. 73;24-25, 74;1-14. Thus, the State failed to carry its  
12 burden of proof that the standard of NRS 618.383(1) was violated. As there was insufficient  
13 proof of this element, the State was unable to prove a *prima facie* of the violation of Citation 1,  
14 Item 2.

15 At the conclusion of the hearing, the Board Members decided to vote on each of the  
16 violations separately. *See*, Tr., p. 157;3-7. Board Member Fullerton moved to uphold Citation 1,  
17 Item 1, including the assessed fine. *See, Id.* The motion was seconded by Member Spielberg.  
18 *See*, Tr., p. 157;19-21. The motion was adopted upon a vote of five in favor of the motion and  
19 zero against the motion. *See*, Tr., p. 157;22.

20 Board Chairman Macias moved to dismiss Citation 1, Item 2. *See*, Tr., p. 160;11-15. The  
21 motion was seconded by Member Fullerton. *See*, Tr., p. 161;1-2. Chairman Macias' motion  
22 failed with two votes in favor and three against. *See*, Tr., p. 161;3-4. After some discussion,  
23 Member Hollis reintroduced the motion to dismiss Citation 1, Item 2. *See*, Tr., p. 162;1-3. The  
24 motion was seconded by Board Chairman Macias. *See*, Tr., p. 162;4-5. The motion was adopted  
25 upon a vote of three in favor of the motion and two against the motion. *See*, Tr., p. 162;5-11.

26 The Board, by this motion, authorizes the Chairman, Jorge Macias, to execute, without  
27 further Board review, this Decision on behalf of the Board of Review. Service of the findings of  
28 fact and conclusions of law signed by the Chairman of the Nevada Occupational Safety and

1 Health Review Board shall constitute the Final Order of the Board.

2 ///

3 ///

4 On February 18, 2026 the Board convened to consider adoption of this Decision  
5 combined with the Findings of Fact and Conclusions of law, as written or as modified by the  
6 Board, as the decision of the Board.

7 Those present and eligible to vote on this question consisted of the four current members  
8 of the Board, to-wit, Chairman, Jorge Macias, and members, Tyson Hollis, Gled Bautista and  
9 Shannon Chambers. Upon a motion by Tyson Hollis, seconded by Gled Bautista, the Board  
10 voted 4-0 to approve this Decision of the Board as the action of the Board and to authorize  
11 Chairman Jorge Macias, after any grammatical or typographical errors are corrected, to execute,  
12 without further Board review, this Decision on behalf of the Nevada Occupational Safety and  
13 Health Review Board. Those voting in favor of the motion either attended the hearing on the  
14 merits or had in their possession the entire record before the Board upon which the decision was  
15 based.

16 IT IS SO ORDERED.

17 Dated this 14<sup>th</sup> day of April, 2026.

NEVADA OCCUPATIONAL SAFETY  
AND HEALTH REVIEW BOARD

18

19

By: /s/Jorge Macias  
Jorge Macias, Chairman

20

21

22 NOTICE: Pursuant to NRS 233B.130, any party aggrieved by this Final Order of the Nevada  
23 Occupational Safety and Health Review Board may file a petition for judicial review to the  
District Court within thirty (30) days after service of this order.

24

25

26

27

28

1 **CERTIFICATE OF SERVICE**

2 Pursuant to NRCP 5(b), I certify that I am an employee of the Law Offices of Charles R.  
3 Zeh, Esq., and that on this date I served the attached *Decision of the Board, Findings of Fact,*  
4 *Conclusions of Law and Final Order*, on those parties identified below by placing an original or  
true copy thereof in a sealed envelope, certified mail/return receipt requested, postage prepaid,  
placed for collection and mailing in the United States Mail, at Reno, Nevada:

5 Salli Ortiz, Esq.  
6 DIR Division Counsel  
1886 College Parkway, Suite 110  
7 Carson City, NV 89706

8 Staffmark Investment, LLC  
ATTN: Jesus Arredondo  
9 Safety Director West Coast Region  
191 Rosa Parks St. 10th Floor  
10 Cincinnati OH 45202

11 Dated this 14<sup>th</sup> day of April, 2026.

12 /s/Karen Kennedy  
13 Employee of  
14 The Law Offices of Charles R. Zeh, Esq.

15  
16  
17 S:\Clients\OSHALV 25-2315, Staffmark Investment, LLC, dba Staffmark\ADA Final decision.wpd  
18  
19  
20  
21  
22  
23  
24  
25  
26  
27  
28