

COHELAN KHOURY & SINGER

Isam C. Khoury (SBN 58759)

ikhoury@ckslaw.com

Rosemary C. Khoury (SBN 331307)

rkhoury@ckslaw.com

605 C Street, Suite 200

San Diego, CA 92101

Telephone: (619) 595-3001/Facsimile: (619) 595-3000

Attorneys for Plaintiff Joseph Limas

ELECTRONICALLY FILED

Superior Court of California
County of Ventura

05/22/2026

K. Bieker

Executive Officer and Clerk

By: _____

Deputy Clerk

Ashley Pekarek

SUPERIOR COURT OF THE STATE OF CALIFORNIA

COUNTY OF VENTURA

JOSEPH LIMAS, on behalf of the State of
California and all aggrieved employees,

Plaintiff,

v.

UNIVERSAL PROTECTION SERVICE,
LP, a California Limited Partnership, and
DOES 1-10, Inclusive,

Defendants.

Case No. 2026CUOE066616

**REPRESENTATIVE COMPLAINT FOR
CIVIL PENALTIES UNDER THE PRIVATE
ATTORNEYS GENERAL ACT ("PAGA"),
LABOR CODE §§ 2698, *ET SEQ.***

- 1. PAGA PENALTIES FOR FAILURE TO
PROVIDE DRINKING WATER**
- 2. PAGA PENALTIES FOR FAILURE TO
MAINTAIN A SAFE AND
HEALTHFUL PLACE OF
EMPLOYMENT**
- 3. PAGA PENALTIES FOR FAILURE TO
PROVIDE SUITABLE SEATS AND
RESTING FACILITIES**

1 Plaintiff JOSEPH LIMAS (“Plaintiff”), on behalf all aggrieved employees and as a
2 Representative of the State of California’s Labor and Workforce Development Agency
3 (“LWDA”), hereby alleges as follows:

4 I.

5 **INTRODUCTION**

6 1. Plaintiff brings this proposed Private Attorneys General Act (“PAGA”) Representative Action, under Labor Code sections 2698, *et seq.*, against his former employers
7 and Defendants UNIVERSAL PROTECTION SERVICE, LP, a California Limited Partnership,
8 and Does 1-10 (collectively, “Defendants”) to recover civil penalties arising from Defendants’
9 California labor code violations. Specifically, during all or a significant part of the applicable
10 PAGA limitations period, Plaintiff alleges Defendants failed to, as to aggrieved employees,
11 provide: (1) free, pure drinking water; (2) a safe and healthful place of employment; and (3)
12 suitable seating and resting facilities.

13
14 2. Plaintiff defines aggrieved employees as all current and former non-exempt
15 employees of Defendants, including but not limited to security officers, employed from one
16 year and 65 days before the filing of this Complaint. Plaintiff is not suing in his individual
17 capacity. He is proceeding herein solely in a representative capacity under the PAGA, on behalf
18 of the State of California for all aggrieved employees.

19 II.

20 **JURISDICTION AND VENUE**

21 3. Venue as to each Defendant is proper in this judicial district, pursuant to Code of
22 Civil Procedure section 395. Plaintiff is resident of Ventura County. Defendants conduct
23 business and have agents in Ventura County. Plaintiff performed work for Defendants within
24 Ventura County. The unlawful acts alleged have a direct effect on Plaintiff and other aggrieved
25 employees within the State of California and Ventura County. Defendants employ numerous
26 employees in Ventura County and in California generally.

27 4. No federal question is raised as this action is solely a representative action under
28 the California state law of PAGA.

1 III.

2 **EXHAUSTION OF PAGA AND CAL/OSHA NOTICE REQUIREMENT**

3 5. Plaintiff seeks civil penalties and reasonable attorney's fees under the PAGA as
4 a representative of the State of California. On February 25, 2026, Plaintiff mailed written notice
5 to the Labor Workforce Development Agency ("LWDA"), the California Division of
6 Occupational Safety and Health ("Cal/OSHA"), and Defendants, detailing the specific Labor
7 Code violations and supporting facts as required by Labor Code section 2699.3. Defendants did
8 not respond with a notice of cure, and the LWDA did not initiate an investigation or assume
9 jurisdiction within 65 days of the notice. Plaintiff also fulfilled the notice requirement by filing
10 a complaint with the LWDA and Cal/OSHA on the same date, as mandated by the California
11 Labor Code Private Attorneys General Act ("PAGA"). A copy of the plaintiff's letter is
12 included as **Exhibit A**.

13 6. However, Plaintiff received a correspondence from Cal/OSHA, dated March 9,
14 2026. A true and correct copy of Cal/OSHA's correspondence is attached as **Exhibit B** and is
15 incorporated by reference. In its letter, Cal/OSHA stated it was unable to identify any relevant
16 allegations and supporting facts indicating any health and safety violations. *See Ex. B*.

17 IV.

18 **THE PARTIES**

19 7. Plaintiff JOSEPH LIMAS is a former non-exempt hourly employee of
20 Defendants. Plaintiff was employed by Defendants as a Security Officer from approximately
21 November 15, 2024 to his termination date on January 28, 2026, with Plaintiff's last day
22 worked being January 19, 2026.

23 8. Plaintiff alleges that all other non-exempt hourly employees in the State of
24 California worked under Defendants' policies and as a result, suffered the same violations of
25 the California Labor Code as alleged herein.

26 9. Plaintiff is an "aggrieved employee" because he was employed by the alleged
27 violators and had each of the alleged violations committed against him and therefore is properly
28 suited to represent the interests of all other current and former non-exempt employees of

1 Defendants.

2 10. Pursuant to Cal Labor Code section 2698, *et seq.*, Plaintiff seeks to represent all
3 other aggrieved employees as described herein during the applicable PAGA limitations period
4 (which is defined as any time from one year and 65 days prior to the commencement of this
5 action until the commencement of trial in the matter). The applicable limitations period is
6 referred to herein as the “PAGA Period.”

7 11. Defendant UNIVERSAL PROTECTION SERVICE, LP is a California Limited
8 Partnership doing business in California, including within Ventura County. UNIVERSAL
9 PROTECTION SERVICE, LP does business as Allied Universal, but is “[l]icensed in some
10 jurisdictions as Universal Protection Service, LP...”. *See* Allied Universal,
11 <https://www.aus.com/> (last accessed May 22, 2026). Per the company’s website “Allied
12 Universal provides integrated security services that combine security personnel, technology,
13 and a variety of professional services, to give [its] clients a flexible and scalable approach to
14 securing their businesses.” *See id.*, at “About Us.”

15 12. Does 1 through 10 are unknown individuals or entities believed to be agents,
16 representatives, or affiliates of UNIVERSAL PROTECTION SERVICE, LP, who share
17 responsibility for the alleged conduct and injuries. During the PAGA Period, all defendants,
18 including the Doe defendants, are alleged to have acted collectively and in concert with one
19 another, jointly causing harm to aggrieved employees.

20 V.

21 **GENERAL ALLEGATIONS**

22 13. During the PAGA Period, Plaintiff and other aggrieved employees were
23 employed by Defendants within the state of California.

24 14. During the PAGA Period, Plaintiff was exclusively assigned to work at
25 Defendants’ client sites in Oxnard, California. First, Defendants assigned Plaintiff to work for
26 Hyundai-Glovis (“Hyundai”). While awaiting security clearance, Plaintiff was assigned to work
27 for Hyundai on affiliated dirt lots (“Dirt Lots”). Then, Plaintiff was assigned to work for
28 Hyundai at the Port Hueneme Naval Base (“Naval Base”). Thereafter, Plaintiff was assigned to

1 work at a Goodwill distribution hub (“Goodwill”). Finally, Plaintiff was assigned to work for
2 Haas Manufacturing (“Haas”) at its Haas Automation, Sheet Metal Facility, where he worked
3 until his termination.

4 15. Plaintiff worked at the affiliated dirt lots for a few weeks, at the Port Hueneme
5 Naval Base until about August 2025, at the Goodwill distribution hub for about a month around
6 September 2025, and at the Haas Automation, Sheet Metal Facility thereafter, until his
7 termination in January 2026.

8 16. At each of Defendants’ client’s sites at which Plaintiff worked during the PAGA
9 Period, Defendants failed to provide, or to ensure that their client provided: adequate drinking
10 water; adequate hand-washing water; and suitable seats and resting facilities.

11 17. At the Dirt Lots, Plaintiff worked in a security officer role, only having access to
12 a porta-potty and a golf cart. No drinking water was ever provided to Plaintiff. Plaintiff was also
13 not provided anywhere to wash his hands. Seats and resting facilities were also not made
14 available to Plaintiff.

15 18. At the Naval Base, Plaintiff worked in a paperwork processor role in an
16 operations trailer. The Naval Base would receive cars from Korea and truck drivers would load
17 them up and take them to dealerships. Plaintiff’s job was in “inventory logistics.” Plaintiff’s
18 role involved taking thousands of bills of lading from these truck drivers and inputting the data
19 (e.g. the number of cars, VIN numbers, etc.) in a computer.

20 19. The operations trailer was divided in two, with roughly half of the employees
21 working as payroll processors for Defendants (like Plaintiff) and half working as dispatchers for
22 a different entity. While the dispatchers were regularly delivered water from Sparkletts,
23 employees were not permitted to enter the half of the trailer housing dispatchers to access this
24 drinking water. Drinking water was only provided to Plaintiff and other aggrieved employees
25 by Defendants’ site supervisors sporadically in 24-packs. This water would routinely run out
26 and Plaintiff and other paperwork processors would be without water for days.

27 20. On-site, there was a porta-potty and a fixed bathroom. Despite the bathroom
28 being somewhat accommodating, with toilets and a sink, Plaintiff and other aggrieved

1 employees often elected to use the porta-potty instead, because the sink water in the bathroom
2 was not safe or clean. The sink water was pumped in from a tank that was cleaned with bleach
3 and other harsh chemicals. As such, when Plaintiff and other aggrieved employees washed their
4 hands with this water, it would severely irritate and burn their hands. Signs were posted which
5 informed persons that they should not drink this sink water, but no such admonition was given
6 against using this water to wash hands. Aside from irritating chemicals used in the tank, when
7 Plaintiff inspected the inside of the water tank, he also saw chunks of unidentifiable matter in it.
8 Plaintiff was required to wash his hands frequently due to the nature of the paperwork he was
9 handling, with the bills of lading often being covered in blood, food stains, and rainwater.

10 21. At Goodwill, Plaintiff also worked in a security officer role, at a warehouse and
11 distribution center which was attached to a Goodwill retail store. While Plaintiff did have
12 access to water fountains and restrooms with working sinks, Plaintiff was not provided seating
13 or anywhere to rest. Rather, Plaintiff was prohibited from sitting while working his post, was
14 required to stand at the front entrance throughout his shift, and could not leave the door without
15 risking disciplinary action.

16 22. At Haas, Plaintiff again worked in a security officer role. No drinking water was
17 ever provided to Plaintiff by Defendants or Haas. Water was only available for purchase at a
18 vending machine. Plaintiff was also not provided suitable seating, despite his job allowing him
19 to sit from time to time, being provided only used, worn, and unreliable chairs, and only being
20 permitted to use these chairs outside his security booth. Plaintiff was also not provided a
21 suitable resting facility, with Plaintiff being denied access by Haas management to the break
22 room on property—containing seating, a microwave, a sink with running water, soap, vending
23 services, and refrigerators for food storage—which Haas employees were allowed to use.

24 23. During the PAGA Period, Plaintiff and other aggrieved employees of Defendants
25 worked under the same policies, practices, and procedures relating to their employment,
26 including those governing free, pure drinking water; adequate hand-washing water; suitable
27 seating; and suitable resting facilities.

28 ///

24. Plaintiff further alleges, based on personal experience and observations, that the violations of the Labor Code described herein were suffered by other aggrieved employees of Defendants. Plaintiff is proceeding herein solely in a representative capacity under the PAGA, on behalf of the State of California, to recover penalties for aggrieved employees.

VI.

CAUSES OF ACTION

FIRST CAUSE OF ACTION

**PAGA Civil Penalties for Failure to Provide Drinking Water
(Labor Code § 2441
(On Behalf of Aggrieved Employees Against All Defendants))**

25. Plaintiff incorporates the preceding paragraphs of this Complaint.

26. Labor Code section 2441 provides:

(a) Every employer of labor in this state shall, without making a charge therefor, provide fresh and pure drinking water to his or her employees during working hours. Access to the drinking water shall be permitted at reasonable and convenient times and places. Any violation of this section is punishable for each offense by a fine of not less than fifty dollars (\$50), nor more than two hundred dollars (\$200), or by imprisonment for not more than 30 days, or by both the fine and imprisonment.

(b) The State Department of Health Services and all health officers of counties, cities, and health districts shall enforce the provisions of this section pursuant to subdivision (b) of Section 118390 of the Health and Safety Code. The enforcement shall not be construed to abridge or limit in any manner the jurisdiction of the Division of Industrial Safety of the Department of Industrial Relations pursuant to Division 5 (commencing with Section 6300).

27. As set forth herein, during the PAGA Period, Defendants failed to provide no-charge, fresh and pure drinking water to Plaintiff and other aggrieved employees.

28. Defendants violated Labor Code section 2441, allowing recovery of civil penalties pursuant to Labor Code sections 2441(a) and 2699(a) or, in the alternative, section 2699(f)(2), attorney's fees, expenses, and costs of suit.

29. Plaintiff, as a representative of the general public, will and does seek to recover any and all penalties for each and every violation, in an amount according to proof, as to those penalties available pursuant to the PAGA. Funds recovered will be distributed in accordance with the PAGA, with 65% of penalties recovered provided to the LWDA on behalf of the State

1 of California.

2 **SECOND CAUSE OF ACTION**

3 **PAGA Civil Penalties for Failure to Maintain a Safe and Healthful Place of Employment**
4 **(Labor Code §§ 6300, *et al.*; §§6400, *et al.*)**
5 **(On Behalf of Aggrieved Employees Against All Defendants)**

6 30. Plaintiff incorporates the preceding paragraphs of this Complaint.

7 31. Labor Code sections 6400 and 6404 establish the obligation of an employer to
8 furnish its employees with a place of employment that is safe and healthful. Labor Code section
9 6401 provides that “[e]very employer shall furnish and use safety devices and safeguards, and
10 shall adopt and use practices, means, methods, operations, and processes which are reasonably
11 adequate to render such employment and place of employment safe and healthful. Every
12 employer shall do every other thing reasonably necessary to protect the life, safety, and health
13 of employees.” *See also* Labor Code § 6403 (prohibiting an employer from failing or neglecting
14 to perform its obligations under Labor Code § 6401). An employer is required to correct any
15 unsafe and/or unhealthy condition promptly and is further prohibited from permitting or
16 requiring an employee to go or be in a place of employment that is not safe and healthful. Labor
17 Code §§ 6401.7(b) and 6402. The labor code makes clear that exposure includes situations in
18 which the employee “may...absorb through the skin...or otherwise come into contact with a
19 hazardous substance....” *See* Labor Code § 6370. As to exposure, employers must both furnish
20 employees a healthful and safe work environment and inform employees of their risks of
21 exposure. *See* Labor Code §§ 6400, 6404, 6408.

22 32. Defendants failed to provide Plaintiff and other aggrieved employees with a
23 healthful and safe workplace, and failed to inform Plaintiff and other aggrieved employees of
24 their exposure to harsh chemicals in provided hand-washing water. As such, Defendants
25 violated Labor Code sections 6300, *et. al.*, Sections 6400, *et al.*, and various Labor Code
26 sections under OSHA, allowing recovery of civil penalties pursuant to Labor Code sections
27 6300, *et al.* and 6400, *et al.*, or, in the alternative, section 2699(f)(2), attorney’s fees, expenses,
28 and costs of suit.

///

33. Plaintiff, as a representative of the general public, will and does seek to recover any and all penalties for each and every violation, in an amount according to proof, as to those penalties available pursuant to the PAGA. Funds recovered will be distributed in accordance with the PAGA, with 65% of penalties recovered provided to the LWDA on behalf of the State of California.

THIRD CAUSE OF ACTION

**PAGA Civil Penalties for Failure to Provide Suitable Seats and Resting Facilities
(Labor Code § 1198)
(On Behalf of Aggrieved Employees Against All Defendants)**

34. Plaintiff incorporates the preceding paragraphs of this Complaint.

35. Labor Code section 1198 provides: “The maximum hours of work and the standard conditions of labor fixed by the commission shall be the maximum hours of work and the standard conditions of labor for employees. *The employment of any employee for longer hours than those fixed by the order or under conditions of labor prohibited by the order is unlawful.*” (emphasis added).

36. Wage Order 4-2001 provides, in pertinent part:

“Suitable resting facilities shall be provided in an area separate from the toilet rooms and shall be available to employees during work hours.” §13(B).

“All working employees shall be provided with suitable seats when the nature of the work reasonably permits the use of seats.” §14(A). “When 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.” §14(B).

37. Defendants failed to failed to provide suitable resting facilities and seats to Plaintiff and other aggrieved employees, despite the nature of the work allowing periods to sit and rest.

38. Defendants violated Labor Code section 1198 as well as the “Change Rooms and Resting Facilities” and “Seats” sections of the applicable IWC Wage Order(s), allowing recovery of civil penalties pursuant to Labor Code section 2699(a) or, in the alternative, section 2699(f)(2), attorney’s fees, expenses, and costs of suit.

PRAYER FOR RELIEF

Plaintiff, on behalf of aggrieved employees and as a Representative of the State of California, prays for judgment as follows:

a. For maintenance of this claim as a Representative Action under the PAGA, and providing Plaintiff and his counsel with all enforcement capability as if this action has been instituted by the Department of Labor Standards enforcement (“DLSE”);

b. For recovery of civil penalties as permitted by Labor Code section 2699.3 in an amount according to proof;

c. For recovery of civil penalties as permitted by Labor Code section 2441, for failing to provide drinking water;

d. For recovery of civil penalties as permitted by Labor Code sections 6300, *et al.* and 6400, *et al.*, for failing to maintain a safe and healthful place of employment;

e. For recovery of civil penalties as permitted by Labor Code section 1198, for failing to provide suitable seats and resting facilities;

f. For recovery of civil penalties pursuant to Labor Code section 2699(f)(2), to the extent that Section 2699(a) does not apply and/or where a statutory civil penalty is not provided, for failing to comply with Labor Code sections 1198, 2441, 6300, *et al.* and 6400, *et al.*

g. For Attorneys' fees and costs of suit, including expert fees and fees pursuant to the California Labor Code, the PAGA, and all other applicable state laws; and

///

///

///

1 h. Such other legal equitable relief as this Court deems necessary, just, equitable
2 and proper.

3 COHELAN KHOURY & SINGER

4
5 Dated: May 22, 2026

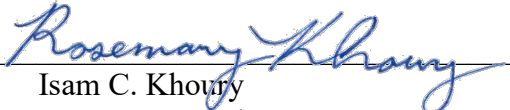
6 By: 
7 Isam C. Khoury
8 Rosemary C. Khoury
9 Attorneys for Plaintiff Joseph Limas, on
10 behalf of all aggrieved employees
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

EXHIBIT A

COHELAN KHOURY & SINGER

A PARTNERSHIP OF PROFESSIONAL LAW CORPORATIONS

TIMOTHY D. COHELAN, APLC*
ISAM C. KHOURY, APC
DIANA M. KHOURY, APC
MICHAEL D. SINGER, APLC•

(*Also admitted in the District of Columbia)
(•Also admitted in Colorado)

ATTORNEYS AT LAW

605 "C" STREET, SUITE 200
SAN DIEGO, CALIFORNIA 92101-5305
Telephone: (619) 595-3001
Facsimile: (619) 595-3000
www.ckslaw.com

JEFF GERACI
MAGGIE K. REALIN
ROSEMARY C. KHOURY

February 25, 2026

NOTICE VIA ONLINE SUBMISSION

California Division of Occupational Health and Safety ("Cal/OSHA")

DOSHStaBar@dir.ca.gov

California Labor and Workforce Development Agency ("LWDA")

<https://www.dir.ca.gov/Private-Attorneys-General-Act/Private-Attorneys-General-Act.html>

VIA CERTIFIED U.S. MAIL WITH RETURN RECEIPT

Universal Protection Service, LP
113 Sunridge Street
Playa Del Rey, CA 90293

Universal Protection Service, LP
161 Washington Street, Suite 600
Eight Tower Bridge
Conshohocken, PA 19428-2083

Universal Protection Service, LP
c/o CSC- Lawyers Incorporating Service
2710 Gateway Oaks Drive
Sacramento, CA 95833

Re: Notice by Joseph Limas to Cal/OSHA, LWDA, and Universal Protection Services, LP

Our office represents Joseph Limas ("Claimant"), a former employee of Universal Protection Service, LP ("Universal"). This letter serves as Claimant's written notice to Universal, the LWDA, and Cal/OSHA, and outlines labor code violations Universal has committed against Claimant and other aggrieved employees (defined as all employees employed by Universal in California from one year before the filing of this letter). See Labor Code § 2699.3 (a)(1)(A), (b)(1). This letter is based on information currently available. Claimant advises Universal to preserve all relevant documents, communications, policies, schedules, inspection logs, training records, and other evidence related to these matters. If Cal/OSHA and the LWDA do not intend to investigate the alleged violations, Claimant intends to file a representative civil action for PAGA civil penalties against Universal.

FACTUAL STATEMENT

According to its website, Universal Protection Service, LP ("Universal"), doing business as Allied Universal, "provides integrated security services that combine security personnel, technology, and a variety of professional services, to give [its] clients a flexible and scalable approach to securing their businesses." See Allied Universal, "About Us," <https://www.aus.com/> (last accessed February 19, 2026).

Universal hired Claimant as a non-exempt security officer on November 15, 2024, and terminated Claimant on January 28, 2026, with Claimant's last day worked being January 19, 2026. During his employment with Universal, Claimant was exclusively assigned to work at

CA Labor & Workforce Development Agency
CA Division of Occupational Health and Safety
Allied Universal Security Services
Re: Joseph Limas
February 25, 2026
Page 2

Universal client sites in Oxnard, California. First, Universal assigned Claimant to work for Hyundai-Glovis (“Hyundai”). While awaiting security clearance, Claimant was assigned to work for Hyundai on affiliated dirt lots (“Dirt Lots”). Then, Claimant was assigned to work for Hyundai at the Port Hueneme Naval Base (“Naval Base”). Thereafter, Claimant was assigned to work at a Goodwill distribution hub (“Goodwill”). Finally, Claimant was assigned to work for Haas Manufacturing (“Haas”) at its Haas Automation, Sheet Metal Facility, where he worked until his termination. Claimant worked at the affiliated dirt lots for a few weeks, at the Port Hueneme Naval Base until about August 2025, at the Goodwill distribution hub for about a month around September 2025, and at the Haas Automation, Sheet Metal Facility thereafter, until his termination in January 2026.

At each client site at which Claimant worked for Universal, Universal failed to provide, or to ensure that its client provided: adequate drinking water; adequate hand-washing water; and suitable seats and resting facilities.

At the Dirt Lots, Claimant worked in a security officer role, only having access to a porta-potty and a golf cart. No drinking water was ever provided to Claimant. Claimant was also not provided anywhere to wash his hands. Seats and resting facilities were also not made available to Claimant.

At the Naval Base, Claimant worked in a paperwork processor role in an operations trailer. The Naval Base would receive cars from Korea and truck drivers would load them up and take them to dealerships. Claimant’s job was in “inventory logistics.” Claimant’s role involved taking thousands of bills of lading from these truck drivers and inputting the data (e.g. the number of cars, VIN numbers, etc.) in a computer.

The operations trailer was divided in two, with roughly half of the employees working as payroll processors for Universal (like Claimant) and half working as dispatchers for a different entity. While the dispatchers were regularly delivered water from Sparkletts, Universal employees were not permitted to enter the half of the trailer housing dispatchers to access this drinking water. Drinking water was only provided to Claimant and other Universal employees by Universal site supervisors sporadically in 24-packs. This water would routinely run out and Claimant and other paperwork processors would be without water for days.

On-site, there was a porta-potty and a fixed bathroom. Despite the bathroom being somewhat accommodating, with toilets and a sink, Claimant and other Universal employees often elected to use the porta-potty instead, because the sink water in the bathroom was not safe or clean. The sink water was pumped in from a tank that was cleaned with bleach and other harsh chemicals. As such, when Claimant and other employees washed their hands with this water, it would severely irritate and burn their hands. Signs were posted which informed persons that they should not drink this sink water, but no such admonition was given against using this water to wash hands. Aside from irritating chemicals used in the tank, when Claimant inspected the inside of the water tank, he also saw chunks of unidentifiable matter in it. Claimant was required to wash his hands frequently due to the nature of the paperwork he was handling, with the bills of lading often being covered in blood, food stains, and rainwater.

At Goodwill, Claimant also worked in a security officer role, at a warehouse and distribution center which was attached to a Goodwill retail store. While Claimant did have access to water fountains and restrooms with working sinks, Claimant was not provided seating or anywhere to rest. Rather, Claimant was prohibited from sitting while working his post, was required to stand at the front entrance throughout his shift, and could not leave the door without risking disciplinary action.

At Haas, Claimant again worked in a security officer role. No drinking water was ever provided to Claimant by Allied or Haas. Water was only available for purchase at a vending machine. Claimant was also not provided suitable seating, despite his job allowing him to sit from time to time, being provided only used, worn, and unreliable chairs, and only being permitted to use these chairs outside his security booth. Claimant was also not provided a suitable resting facility, with Claimant being denied access by Haas management to the break room on property—containing seating, a microwave, a sink with running water, soap, vending services, and refrigerators for food storage—which Haas employees were allowed to use.

As specified herein, Claimant, working as an Allied security guard, was subject to the rules and provisions of each of Allied's clients. Despite being aware of this, Allied did not work to ensure that Claimant received the items to which he was entitled under law at each client site. In many cases, this resulted in Claimant not being provided: free, pure drinking water; adequate hand-washing water; suitable seating; and suitable resting facilities. As Claimant's direct employer, Allied was responsible for either providing these items, or ensuring these items were provided. By failing to do so, Allied violated the labor code, including Cal/OSHA, as to Claimant, and is liable for civil penalties.

LIABILITY

FAILURE TO PROVIDE DRINKING WATER

(Labor Code § 2441)

Labor Code section 2441 provides:

(a) Every employer of labor in this state shall, without making a charge therefor, provide fresh and pure drinking water to his or her employees during working hours. Access to the drinking water shall be permitted at reasonable and convenient times and places. Any violation of this section is punishable for each offense by a fine of not less than fifty dollars (\$50), nor more than two hundred dollars (\$200), or by imprisonment for not more than 30 days, or by both the fine and imprisonment.

(b) The State Department of Health Services and all health officers of counties, cities, and health districts shall enforce the provisions of this section pursuant to subdivision (b) of Section 118390 of the Health and Safety Code. The enforcement shall not be construed to abridge or limit in any manner the jurisdiction of the Division of Industrial Safety of the Department of Industrial Relations pursuant to Division 5 (commencing with Section 6300).

Here, Universal failed to provide no-charge, fresh and pure drinking water to Claimant and other aggrieved employees. As such, Universal violated Labor code section 2441.

FAILURE TO MAINTAIN A SAFE AND HEALTHFUL PLACE OF EMPLOYMENT
(Labor Code §§6300, *et. al.*; §§6400, *et al.*)

Labor Code sections 6400 and 6404 establish the obligation of an employer to furnish its employees with a place of employment that is safe and healthful. Labor Code section 6401 provides that “[e]very employer shall furnish and use safety devices and safeguards, and shall adopt and use practices, means, methods, operations, and processes which are reasonably adequate to render such employment and place of employment safe and healthful. Every employer shall do every other thing reasonably necessary to protect the life, safety, and health of employees.” *See also* Labor Code § 6403 (prohibiting an employer from failing or neglecting to perform its obligations under Labor Code § 6401). An employer is required to correct any unsafe and/or unhealthy condition promptly and is further prohibited from permitting or requiring an employee to go or be in a place of employment that is not safe and healthful. Labor Code §§ 6401.7(b) and 6402. The labor code makes clear that exposure includes situations in which the employee “may...absorb through the skin...or otherwise come into contact with a hazardous substance....” *See* Labor Code § 6370. As to exposure, employers must both furnish employees a healthful and safe work environment and inform employees of their risks of exposure. *See* Labor Code §§ 6400, 6404, 6408.

Here, Universal failed to provide a healthful and safe workplace to Claimant and other aggrieved employees, and failed to inform Claimant and other aggrieved employees of their exposure to harsh chemicals in provided hand-washing water. As such, Universal violated various labor code sections under OSHA.

FAILURE TO PROVIDE SUITABLE SEATS AND RESTING FACILITIES
(Labor Code § 1198)

Labor Code section 1198 provides: “The maximum hours of work and the standard conditions of labor fixed by the commission shall be the maximum hours of work and the standard conditions of labor for employees. *The employment of any employee for longer hours than those fixed by the order or under conditions of labor prohibited by the order is unlawful.*” (emphasis added).

Wage Order 4-2001 provides, in pertinent part:

“Suitable resting facilities shall be provided in an area separate from the toilet rooms and shall be available to employees during work hours.” §13(B).

“All working employees shall be provided with suitable seats when the nature of the work reasonably permits the use of seats.” §14(A). “When 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

CA Labor & Workforce Development Agency
CA Division of Occupational Health and Safety
Allied Universal Security Services
Re: Joseph Limas
February 25, 2026
Page 5

shall be permitted to use such seats when it does not interfere with the performance of their duties.” §14(B).

Here, Universal failed to provide suitable resting facilities and seats to Claimant and other aggrieved employees, despite the nature of the work allowing periods to sit and rest. As such, Universal violated Labor Code section 1198 and applicable Wage Order provisions.

ATTORNEY’S FEES, COSTS, INTEREST AND PENALTIES

(Labor Code §§ 218.6, 226(e), and 2699, *et seq.*)

Labor Code sections 218.6, 226(e), and 2699, *et seq.* give employees the right to recover in a civil action the unpaid balance of the full amount of wages, damages, liquidated damages, and penalties, including interest thereon, reasonable attorney’s fees, and costs of suit.

Pursuant to Labor Code sections 2699, *et seq.*, aggrieved employees are entitled to collect 35% of the penalty assessment and 100% of the underpaid wages. Accordingly, Universal is liable for these items in addition to the unpaid wages. Claimant has already incurred actual damages, costs and attorney’s fees and will continue to incur costs as a result of Universal’s unlawful actions.

CONCLUSION

Claimant will pursue all remedies, including recovery of attorney’s fees, costs, and penalties to the extent allowed by law. The facts and claims contained here are based on the information currently available. If, through discovery or expert review or both, Claimant becomes aware of additional facts or claims or both, he reserves the right to amend this letter to include them. Please contact our office with any questions.

Best regards,
COHELAN KHOURY & SINGER



Rosemary C. Khoury, Esq

EXHIBIT B

Amber Worden

From: noreply@salesforce.com on behalf of PAGA DOSH <pagaosha@dir.ca.gov>
Sent: Monday, March 9, 2026 11:48 AM
To: Matthew Atlas
Subject: [External] PAGA Notice to CalOSHA Deficiency Notice

Hello Matthew Atlas,

We are in receipt of the PAGA notice, LWDA-CM-1159829-26, dated 2/25/2026 in relation to Universal Protection Service, LP. After reviewing the notice we are unable to identify any relevant allegations and supporting facts indicating any health and safety violations.

If you believe this to be an oversight, please upload an amended PAGA notice via the filing portal that specifies the health and safety violations, including the facts and theories supporting the violations alleged. Otherwise, the PAGA notice is deemed incomplete for the Division's purposes.

Thank you.

Respectfully,

The Division of Occupational Safety & Health