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**United States District Court
Central District of California**

TIFFANY MEJIA,

Plaintiff,

v.

INGLEWOOD SPORTSERVICE, INC.,
et al.,

Defendants.

Case № 2:20-cv-09564-ODW (MRWx)

**ORDER GRANTING IN PART AND
DENYING PART DEFENDANTS’
MOTION FOR SUMMARY
JUDGMENT [22]**

I. INTRODUCTION

Plaintiff Tiffany Mejia brings this suit against her employers, Defendants Inglewood Sportservice, Inc. and Delaware North Companies, Incorporated (together, “Sportservice”), for alleged wage-and-hour violations committed in connection with pre-entry security checks. Sportservice moves for summary judgment on all seven of Mejia’s claims. (Mot. Summ. J. (“Mot.” or “Motion”), ECF No. 22.) The Motion is fully briefed. (See Opp’n, ECF No. 28; Reply, ECF No. 29.) For the following reasons, the Court **GRANTS in PART** and **DENIES in PART** the Motion.¹

¹ Having carefully considered the papers filed in connection with the Motions, the Court deemed the matters appropriate for decision without oral argument. Fed. R. Civ. P. 78; C.D. Cal. L.R. 7-15.

1 **II. FACTUAL BACKGROUND**

2 The following allegations and facts are undisputed, unless otherwise noted.
3 Sportservice is a food service and hospitality company. It provides concessions and
4 other services at events held at The Forum, a concert venue owned and operated by a
5 third party. (Defs.’ Statement of Uncontroverted Facts (“DSUF”) 1–2, ECF No. 22-
6 3.) On January 7, 2019, Mejia commenced her employment, and remains employed,
7 with Sportservice. (DSUF 73, 74.)

8 The Forum requires security checks for all employees and guests entering The
9 Forum for any reason. (DSUF 11–13, 15.) Pursuant to this requirement, Mejia was
10 required to undergo said security checks before entering The Forum and clocking in
11 for work, but Sportservice did not compensate Mejia for the time spent undergoing
12 these checks. (Pl.’s Statement of Genuine Disputes (“PSGD”) & Additional Material
13 Facts (“PAMF”) 76, 78, ECF No. 28-1.) The parties dispute several of the following
14 facts pertaining the time Mejia spent undergoing the security checks when entering
15 The Forum at the beginning of shifts and after meal and rest breaks.

16 ***Security Checks Before Clocking In***

17 Although the parties do not dispute that The Forum requires security checks,
18 they do dispute whether Sportservice *also* requires the checks. (See PSGD 17, 18.)
19 Accordingly, the parties also dispute whether Sportservice has any rules restricting
20 what Mejia could do prior to clocking in to work. (See PSGD 19.)

21 The parties agree that Sportservice itself did not actually conduct the security
22 checks. (DSUF 59.) Instead, pursuant to the policies and procedures of The Forum
23 and its third-party security vendor, upon an employee’s arrival at one of the
24 predesignated security check stations, a security agent would check the employee’s
25 name against a list to verify their identity and give them a wristband. (PSGD 3.) The
26 employee would then undergo a pass-through security screening which involved
27 waiting in line, inspection of pockets and bags, and passing through a metal detector.
28 (*Id.*) While waiting in line, Mejia and other employees were able to engage in

1 personal activities, including using their smartphone. (DSUF 49.) Again, the parties
2 agree that Sportservice did not directly execute any part of this security check process.

3 That said, the parties also agree that Sportservice’s policies, entitled *Inglewood*
4 *Sportservice Unit Work Rules* (the “Work Rules”) clearly recognized The Forum’s
5 security check policies. (DSUF 10, 43.) Specifically, the Work Rules instructed
6 employees to enter The Forum at certain locations to undergo security checks,
7 including passing through a metal detector and submitting to a pat-down screening if
8 necessary. (PSGD 3.) The Work Rules further provide that “[a]ny associate who
9 refuses to comply with security screening and/or any CSC Security directive may be
10 subject to disciplinary action up to and including termination.” (*Id.*)

11 In September 2019, Mejia was disciplined for violating the Work Rules by
12 entering The Forum through an improper entrance. (PAMF 77.)

13 ***Meal Breaks***

14 Sportservice had a written meal and rest break policy (the (“Policy”), and upon
15 hire, Mejia received, read, and understood the Policy. (DSUF 40, 41, 44, 65.) In
16 accordance with California law, the Policy provides that employees in non-exempt
17 positions are required to take a mandatory unpaid meal break (30–60 minutes per their
18 arrangement with their supervisor). (DSUF 46.) The Policy further provides that if
19 employees work more than 5 hours, they will be scheduled for one meal break;
20 however, if the employees work between 5 and 6 hours, they can waive the meal
21 break through a mutual consent with their employer. (DSUF 46.) Any such
22 employees who work more than 10 hours will be scheduled for a second meal break.
23 (*Id.*) The Policy provides that all employees may leave the premises during meal
24 breaks if they so choose. (*Id.*) Finally, the Policy provides that if was an employee is
25 ever unable to timely take their meal break, they are required to notify their supervisor
26 before or at the time they were unable to take their meal break. (DSUF 45, 46.)

1 Additionally, at all relevant times inside The Forum, Sportservice posted
2 Industrial Welfare Commission Wage Order 5-2001, which regulates conditions for
3 meal and rest breaks. (DSUF 39, 63.)

4 Upon hire, Mejia signed a written waiver that reflected her decision to waive a
5 meal break for shifts between 5 and 6 hours and a second meal break for shifts
6 between 10 and 12 hours. (DSUF 51, 55, 56, 60.) Mejia understood that her election
7 to waive would remain in effect unless she changed it, which she could do at any time.
8 (DSUF 52, 57.) Mejia was able, and knew how, to change her election, but she never
9 did. (DSUF 53, 54, 58, 59.) When Mejia reported that she did not take second meal
10 breaks on non-waivable shifts (i.e., shifts over 12 hours), Sportservice paid her meal
11 break premiums. (DSUF 61, 62.) On occasions when she did take a meal break, she
12 was required to clock back in from her meal break exactly 30 minutes after she
13 clocked out. (PAMF 80.)

14 ***Rest Breaks***

15 The Policy also provides that non-exempt employees receive one paid 10-
16 minute rest break for each 4-hour work period or major fraction of a work period that
17 is longer than 2 hours. (DSUF 66, 67.) Specifically, the Policy provides that
18 employees who work: (1) less than 3.5 hours in a day are not entitled to a rest break,
19 (2) between 3.5 and 6 hours are entitled to one rest break, (3) between 6 and 10 hours
20 are entitled to two rest breaks, and (4) between 10 and 12 hours are entitled to three
21 rest breaks. (DSUF 67.) The Policy states that employees must monitor their rest
22 breaks and ensure that they take their breaks every day. (*Id.*) If any employee is
23 unable to take their rest break, the employee must notify their supervisor and a failure
24 to do so may lead to discipline, at Sportservice's discretion. (*Id.*)

25 The Policy further states that during meal and rest breaks, employees are
26 relieved of all work duties and obligations. (DSUF 46, 67.) As with meal breaks,
27 employees taking rest breaks are permitted, but not required, to leave the premises.
28 (DSUF 46, 48, 68.) Mejia, for her part, took her 10-minute rest breaks and was paid

1 premiums for the occasions when she reported that she did not take a rest break.
2 (DSUF 71, 72.)

3 Mejia asserts that Sportservice, by requiring security screenings that would
4 shorten her meal and rest breaks, discouraged her from leaving the premises during
5 her breaks. (PAMF 79.) Sportservice disputes this contention by reasserting that it
6 was The Forum, not Sportservice, that required the security checks and was
7 responsible for facilitating and conducting the checks. (Defs.’ Resp. PAMF 79, ECF
8 No. 30.)

9 ***This Action***

10 Mejia originally brought this suit as a putative class action in state court,
11 alleging seven claims against Sportservice for: (1) failure to pay wages for all hours
12 worked (Cal. Lab. Code §§ 1194, 1197); (2) failure to pay overtime wages (Cal. Lab.
13 Code §§ 510, 1194, 1198); (3) failure to provide meal breaks (Cal. Lab. Code §§ 512,
14 226.7); (4) failure to provide rest breaks (Cal. Lab. Code § 226.7); (5) failure to
15 provide complete and accurate wage statements (Cal. Lab. Code § 226); (6) failure to
16 pay all outstanding wages at end of employment (Cal. Lab. Code §§ 201, 202, & 203);
17 and (7) unfair business practices (Cal. Bus. & Prof. § 17200). (Decl. Catherine S.
18 Feldman ¶ 3, Ex. 1 (“Compl.”), ECF No. 4.)

19 On October 19, 2020, Sportservice removed the action to this Court on the basis
20 of Class Action Fairness Act (“CAFA”) jurisdiction. (See Notice Removal 3–24, ECF
21 No. 1.) However, the deadline for Mejia to file a motion for class certification was on
22 April 4, 2022, and Mejia did not file any such motion. (See Scheduling & Case
23 Management Order, ECF No. 13.) Accordingly, Mejia proceeds with only her
24 individual claims. Sportservice now seeks summary judgment as to all seven of those
25 claims. (See Mot.)

26 **III. LEGAL STANDARD**

27 A court “shall grant summary judgment if the movant shows that there is no
28 genuine dispute as to any material fact and the movant is entitled to judgment as a

1 matter of law.” Fed. R. Civ. P. 56(a). The burden of establishing the absence of a
2 genuine issue of material fact lies with the moving party, *see Celotex Corp. v. Catrett*,
3 477 U.S. 317, 322–23 (1986), and the court must view the facts and draw reasonable
4 inferences in the light most favorable to the nonmoving party, *Scott v. Harris*,
5 550 U.S. 372, 378 (2007); *Addisu v. Fred Meyer, Inc.*, 198 F.3d 1130, 1134 (9th Cir.
6 2000). A disputed fact is “material” where the resolution of that fact might affect the
7 outcome of the suit under the governing law, and the dispute is “genuine” where “the
8 evidence is such that a reasonable jury could return a verdict for the nonmoving
9 party.” *Anderson v. Liberty Lobby, Inc.*, 477 U.S. 242, 248 (1986). Conclusory or
10 speculative testimony in affidavits is insufficient to raise genuine issues of fact and
11 defeat summary judgment. *Thornhill Publ’g Co. v. GTE Corp.*, 594 F.2d 730, 738
12 (9th Cir. 1979). Moreover, though the Court may not weigh conflicting evidence or
13 make credibility determinations, there must be more than a mere scintilla of
14 contradictory evidence to survive summary judgment. *Addisu*, 198 F.3d at 1134.

15 Once the moving party satisfies its burden, the nonmoving party cannot simply
16 rest on the pleadings or argue that any disagreement or “metaphysical doubt” about a
17 material issue of fact precludes summary judgment. *See Celotex*, 477 U.S. at 322–23;
18 *Matsushita Elec. Indus. v. Zenith Radio Corp.*, 475 U.S. 574, 586 (1986); *Cal.*
19 *Architectural Bldg. Prods., Inc. v. Franciscan Ceramics, Inc.*, 818 F.2d 1466, 1468
20 (9th Cir. 1987). A “non-moving party must show that there are ‘genuine factual issues
21 that properly can be resolved only by a finder of fact *because they may reasonably be*
22 *resolved in favor of either party.*” *Cal. Architectural Bldg. Prods.*, 818 F.2d at 1468
23 (quoting *Anderson*, 477 U.S. at 250). “[I]f the factual context makes the non-moving
24 party’s claim implausible, that party must come forward with more persuasive
25 evidence than would otherwise be necessary to show that there is a genuine issue for
26 trial.” *Id.* (citing *Matsushita Elec. Indus.*, 475 U.S. at 586–87). “[U]ncorroborated
27 and self-serving” testimony will not create a genuine issue of material fact. *Villiarimo*
28 *v. Aloha Island Air, Inc.*, 281 F.3d 1054, 1061 (9th Cir. 2002). The court should grant

1 summary judgment against a party who fails to demonstrate facts sufficient to
2 establish an element essential to his case when that party will ultimately bear the
3 burden of proof at trial. *See Celotex*, 477 U.S. at 322.

4 IV. DISCUSSION

5 Sportservice seeks summary judgment for Mejia’s First through Fourth Claims,
6 arguing that, as a matter of law, there were no wage payment violations, no overtime
7 violations, no meal break violations, and no rest break violations. Sportservice also
8 argues that Mejia’s Fifth and Seventh Claims fail as a matter of law because they are
9 derivative of the first four claims, and Mejia’s Sixth Claim fails as she lacks standing
10 to bring it. The Court addresses each argument in turn.

11 A. First & Second Claims: Failure to Pay Wages

12 Mejia asserts her First and Second Claims for Sportservice’s failure to pay
13 wages for all hours worked and overtime wages for the time Mejia spent undergoing
14 the security checks before entering her workplace. Sportservice argues that these
15 claims fail because Sportservice did not institute, and therefore did not control, the
16 security checks and thus, are not responsible for the time employees spent undergoing
17 those checks. (Mot. 5–9.)

18 California law requires all employers to pay their employees a minimum wage
19 for all “hours worked.” Cal. Code Regs., tit. 8, § 11070, subd. 4(B). “Hours worked”
20 is defined as “the time during which an employee is subject to the control of an
21 employer, and includes all the time the employee is suffered or permitted to work,
22 whether or not required to do so.” *Id.* § 11070, subd. 2(G). “[A]n employee who is
23 *subject to the control* of an employer does not have to be working during that time to
24 be compensated.” *Frlekin v. Apple Inc.*, 8 Cal. 5th 1038, 1046 (2020), *reh’g denied*
25 (May 13, 2020). Thus, when determining whether time spent undergoing security
26 checks is compensable, the central question is whether the employee was subject to
27 the employer’s control during those checks. *See id.* at 1047.

1 1. *Whether Sportservice Exercised Control Over Mejia*

2 Here, Sportservice contends that it did not exercise any control over the security
3 checks and therefore, over Mejia, because the requirement is that of The Forum and
4 not of Sportservice. Additionally, Sportservice cites to the undisputed fact that it did
5 not actually conduct the security checks and that Sportservice had no role in
6 determining what to inspect. (DSUF 9, 5, 24, 28.) However, Mejia argues that
7 Sportservice controlled the security checks because Sportservice’s Work Rules
8 explicitly state that employees are required to undergo such checks, and include
9 instructions on where the employees should go and what they should do during the
10 checks. (PSGD 3, 4.) The Work Rules instruct employees that the checks involve
11 metal-detection or pat-down screening, and that earphones, headphones, and
12 sunglasses must be removed before approaching the security entrance.² (PSGD 3, 4,
13 6–8.) Relying on deposition and declaration testimony, Mejia argues that because the
14 Work Rules stated that the security checks were mandatory and provided instructions
15 regarding the checks, Sportservice determined whether, who, how, and where to
16 check-in for security purposes. (PSGD 6–8, 20, 23–27.)

17 On the one hand, a reasonable jury could find that such instructions are merely
18 general, summary descriptions of the security check requirement and only
19 demonstrate that Sportservice instructed its employees to undergo the security checks
20 at the security check locations. Accordingly, a jury could find that the instructions do
21 not demonstrate that Sportservice in any way determined or controlled, for example,
22 the criteria an employee needed to meet in order to be cleared, what specific items or
23 parts of the employee should be searched, what employees would be searched for,
24 when an employee would be flagged for further screenings, and the procedures to
25

26 ² Mejia also cites to the Work Rules’ requirements that associates must store their belongings in clear
27 bags, may never allow anyone else to use their identification card to enter the venue, and may never
28 use their identification card to gain entry to an event at the venue when not scheduled to work.
(PSGD 3, 4, 6–8.) However, Mejia fails to show how these requirements are specific steps of the
security check process, and not general requirements for being on the premises.

1 follow in the event of a screen-fail. The instructions also fail to demonstrate that
2 Sportservice communicated with the company or officers conducting the security
3 screenings, had any opportunity to influence or review how the checks were
4 conducted, or even had access to information regarding the status and outcomes of its
5 employees' security checks. Thus, a reasonable fact finder could conclude that the
6 Work Rules fail to connect the security checks to Sportservice in a meaningful or
7 substantial way. And although Mejia cites to her own deposition testimony to
8 illustrate the specific requirements and procedures of the security checks, Sportservice
9 correctly argues that none of this "proves that Sportservice *control* the security
10 checks." (emphasis added). (Reply 4.) Indeed, a mere recital of Mejia's experiences
11 and observations during the security checks does nothing to connect those checks to
12 Sportservice.

13 Nevertheless, on balance, the Court finds that a reasonable jury could also look
14 at this evidence and conclude Sportservice had at least *some* control over the security
15 checks and therefore, over Mejia. Accordingly, Mejia has raised a genuine dispute of
16 material fact as to whether Sportservice exercised any control over the security checks
17 and the Court cannot answer this factual question on summary judgment.

18 In addition to determining whether the employer exercises control over the
19 activity, "courts may and should consider other additional relevant factors—including,
20 but not limited to, the location of the activity, the degree of the employer's control,
21 whether the activity primarily benefits the employee or employer, and whether the
22 activity is enforced through disciplinary measures." (the "*Frlekin* factors"). *Frlekin*,
23 8 Cal. 5th at 1056. Though *Frlekin* provided "a number of factors to be considered in
24 making this determination, it appears clear under the decision that an employer is
25 much more likely to be found to be exercising control when the disputed act is
26 required on the part of employees." *Boone v. Amazon.com Servs., LLC*, 562 F. Supp.
27 3d 1114 (E.D. Cal. 2022). The Court therefore first considers whether Sportservice
28 required the security checks and then proceeds to analyze the *Frlekin* factors.

1 2. *Whether Sportservice Required the Security Checks*

2 Here, the parties do not dispute that third-party The Forum required the security
3 checks. (DSUF 13, 15.) Sportservice argues, therefore, that the security checks are
4 not its own requirement. (Mot. 6.) Mejia contends that Sportservice essentially
5 adopted The Forum’s security check requirement by recognizing and reiterating it in
6 Sportservice’s Work Rules. (Opp’n 5–6.) However, Mejia does not cite to any
7 apposite authority to support her contention that merely recognizing a third-party-
8 instituted requirement, amounts to adoption of such requirement.

9 Indeed, the mere fact that an employee must adhere to a third party’s rules or
10 policies in order to enter the workplace, without more, does not automatically impute
11 such rules or policies onto the employer. *See, e.g., Cazares v. Host Int’l, Inc.*, No. 20-
12 55803, 2021 WL 3667227, at *1 (9th Cir. Aug. 18, 2021) (finding that the defendant’s
13 business inside of an airport could not be liable for the time its employee spent
14 undergoing security screenings that were required and administered by a third party,
15 without allegations that the defendant employer actually exercised some level of
16 control over those screenings). Moreover, Mejia provides no evidence to demonstrate
17 that Sportservice included new or additional requirements to the security screening
18 processes that were not already imposed by The Forum. Thus, the Court finds that the
19 security check requirement is that of The Forum, not Sportservice. This factor weighs
20 against Sportservice’s liability for Mejia’s time undergoing the security checks.

21 3. *The Frlekin Factors*

22 The Court analyzes each *Frlekin* factor in turn. As explained below, the Court
23 finds that there are at least two genuine disputes of material fact with regard to these
24 factors.

25 a. *Location of the Security Checks*

26 Although neither party presents argument about the precise locations of the
27 security checks, the Work Rules indicate that the security check process begins before
28 employees entered The Forum. Specifically, the Work Rules provide that employees

1 must enter “the building using the ‘tunnel’ after getting wrist banded at the CSC tent
2 on Pincay Boulevard. In the event the Associate entrance is closed, Associates should
3 enter the building at the Security Command center entrance.” (Decl. Romtin
4 Parvaresh, Ex. A (“Mejia Dep.”), Ex. 2 (“Work Rules”), ECF No. 22-2.) Both parties
5 rely on the Work Rules and do not dispute them. Thus, the Court accepts as true, for
6 purposes of the Motion, that the security checks at least commonly occurred at a tent
7 on a street somewhere outside of Mejia’s workplace in The Forum’s building,
8 lessening Sportservice’s ostensible control over Mejia. However, the Court also
9 acknowledges that security checks also may have occurred at the security center inside
10 The Forum’s building, increasing such control. Thus, on balance, the Court finds this
11 factor is neutral.

12 *b. Degree of Sportservice’s Control*

13 “The *level* of the employer’s control over its employees, rather than the mere
14 fact that the employer requires the employees’ activity, is determinative.” (emphasis
15 added). *Morillion v. Royal Packing Co.*, 22 Cal. 4th 575, 587 (2000), *as modified*
16 (May 10, 2000). As stated above, the Court cannot determine at this time whether
17 Sportservice exercised *any* control over the security checks. Accordingly, the degree
18 of Sportservice’s control, if any, is also a factual question that a jury must decide.

19 *c. Whether the Security Checks Benefitted Mejia or Sportservice*

20 The Court next considers whether the security checks predominantly benefitted
21 Sportservice or Mejia. Here, Sportservice argues that the security checks “are wholly
22 unrelated to Sportservice’s business and do not benefit Sportservice.” (Mot. 8.)
23 Sportservice contrasts this case from *Freklin* wherein the court found that the *exit*
24 security checks were “imposed mainly for [the employer’s] benefit by serving to
25 detect and deter theft.” (*Id.* (citing *Frlekin*, 8 Cal. 5th at 1052).) Sportservice
26 concludes, “this case involves *entry* inspections by The Forum to prevent contraband
27 and to protect public safety.” (*Id.* (emphasis added).) However, Mejia argues that
28 Sportservice did indeed enjoy the “benefit of contracting with the Forum and

1 providing a safe working environment for its employees and customers” noting that
2 “the mandatory security screenings in this case are completely intertwined with its
3 business interest as Defendants[’] entire business is based on its contract with the
4 Forum to provide concessions and other services at events held The Forum.” (Opp’n
5 5.) The Court agrees that Sportservice does at least somewhat benefit from the
6 security checks, and finds that a reasonable jury could conclude that either party
7 predominantly benefits from the checks. Thus, Mejia has raised a genuine dispute of
8 material fact as to which party predominantly benefitted from the security checks.

9 *d. Whether Sportservice Enforced the Security Checks Through*
10 *Disciplinary Measures*

11 Finally, the Court must consider whether Sportservice enforced the security
12 check requirement by threatening or instituting disciplinary measures for non-
13 compliance. Sportservice does not directly address this issue. But Mejia cites to the
14 Work Rules, which states that “[a]ny [employee] who refuses to comply with security
15 screening and/or any CSC Security directive may be subject to disciplinary action up
16 to and including termination.” (*See, e.g.*, PSGD 3, 4, 6, 7; *see also* Work Rules 17.)
17 Mejia also cites to the undisputed fact that in September 2019, she was disciplined for
18 entering her workplace through the back door in the back of the kitchen, in violation
19 of the Work Rules. (PSGD 77.) The Court thus finds that Sportservice enforced the
20 security checks through disciplinary measures, which weighs in favor of
21 Sportservice’s liability for Mejia’s time spent undergoing those checks.

22 In conclusion, the Court finds that Sportservice did not require the security
23 checks, which weighs against Sportservice’s liability. The Court also finds, however,
24 that Sportservice did enforce the security checks through disciplinary measures, which
25 weighs in favor of Sportservice’s liability. And the Court concludes that the location
26 of the security checks is neutral and does not move the needle of this analysis either
27 way. Finally, there is a genuine dispute of material fact as to the central question in
28 this analysis: whether and to what degree Sportservice had control over the security

1 checks. There is also a genuine dispute of material fact as to whether Sportservice or
2 Mejia predominantly benefitted from the security checks. The Court therefore cannot
3 decide on summary judgment Sportservice’s liability for Mejia’s time spent
4 undergoing the security checks. Thus, the Court **DENIES** Sportservice’s Motion as to
5 Mejia’s First and Second Claims.

6 **B. Third Claim: Failure to Provide Meal Breaks**

7 Sportservice seeks summary judgment as to Mejia’s Third Claim for failure to
8 provide meal breaks, arguing that Sportservice provided legally compliant meal
9 breaks, posted notices of such meal breaks on the premises, and paid Mejia premiums
10 for the meal breaks that she waived. (Mot. 9–16.)

11 An employer may not require an employee to work during a mandated rest or
12 meal break. Cal. Labor Code § 226.7(a). But an employer “need not ensure that the
13 employee does no work” during breaks. *Brinker Rest. Corp. v. Superior Court*,
14 53 Cal. 4th 1004, 1034 (2012). Rather, an “employer satisfies this obligation if it
15 relieves its employees of all duty, relinquishes control over their activities and permits
16 them a reasonable opportunity to take an uninterrupted 30-minute break, and does not
17 impede or discourage them from doing so.” *Id.* at 1040. That said, “[a]n employer
18 may not undermine a formal policy of providing meal breaks by pressuring employees
19 to perform their duties in ways that omit breaks.” *Id.*

20 Here, Sportservice argues that it cannot be liable for meal break violations
21 because it posted the applicable wage order at all relevant times inside The Forum and
22 Mejia received and acknowledged Sportservice’s Policy, which is consistent with the
23 legal requirements for a meal break. (Mot. 11; DSUF 39, 40, 41, 44, 63, 65.)
24 Sportservice also cites to its Policy to demonstrate Mejia was permitted, but never
25 required, to leave the premises during her meal breaks. (DSUF 46, 48, 68.) Finally,
26 Sportservice asserts that Mejia waived certain meal breaks through a valid written
27 waiver, which she could change at any time. (DSUF 51, 55, 56, 60.) And Mejia
28 received paid premiums for those meal breaks that she neither waived nor enjoyed.

1 (DSUF 61, 62.) Thus, Sportservice concludes that Mejia received all meal breaks to
2 which she was entitled and Sportservice did not otherwise violate any meal break
3 requirements. Mejia presents two arguments in opposition, neither of which the Court
4 finds persuasive.

5 First, Mejia contends that Sportservice discouraged her from leaving the
6 premises during her meal breaks because the security screening upon reentry would
7 shorten her meal break. (Opp’n 11–13.) However, California law does not require
8 employers to provide meal breaks during which their employees can easily leave and
9 return to the premises, without any temporal cost or inconvenience. The law only
10 requires that employers relinquish control over their employees during such breaks
11 and not discourage them from taking the breaks.³ *Brinker*, 53 Cal. 4th at 1040. And
12 Mejia agrees that Sportservice never required her to leave The Forum during her meal
13 breaks. Accordingly, Sportservice neither had an obligation to facilitate convenient
14 offsite meal breaks nor forced Mejia to take her meal breaks offsite. Sportservice
15 therefore cannot be liable for Mejia feeling discouraged from leaving The Forum
16 during her meal breaks.

17 Next, Mejia contends that she was not relieved of all duty during her meal
18 breaks because she was forced to “work” during them by undergoing security
19 screenings. This argument also fails for the same reason: Sportservice was not
20 required to facilitate offsite meal breaks and did not require Mejia to take her meal
21 breaks offsite. Accordingly, any security check Mejia underwent during her meal
22 breaks was her choice alone and thus not compensable by Sportservice. Accordingly,
23 the Court **GRANTS** Sportservice’s Motion as to Mejia’s Third Claim.

24 **C. Fourth Claim: Failure to Provide Rest Breaks**

25 Sportservice seeks summary judgment on Mejia’s Fourth Claim for failure to
26

27 ³ Mejia improperly cites to *Bono Enterprises, Inc. v. Bradshaw* for the proposition that employers
28 are required to provide offsite meal breaks. (Opp’n 12 (citing 32 Cal. App. 4th 968, 975 (1995).)
However, this standard applies to the federal Fair Labor Standards Act, not the California state laws
under which Mejia brings her claims.

1 provide rest breaks, setting forth arguments similar to Sportservice’s meal break
2 arguments. Sportservice contends it complied with all legal requirements to provide
3 Mejia with rest breaks. (Mot. 16–20.) Mejia similarly opposes these contentions by
4 asserting that the security screenings discouraged her from taking her rest breaks.
5 (Opp’n 13–15.) The Court’s disposition on this issue is the same as its conclusion
6 regarding Mejia’s meal breaks. Without a legal duty to provide rest breaks offsite, or
7 without evidence that Sportservice forced Mejia to take her rest breaks offsite,
8 Sportservice cannot be liable for Mejia’s choice to subject herself to the security
9 checks. Because Sportservice has demonstrated that it provided Mejia with legally
10 compliant rest breaks, and Mejia has not demonstrated any actual rest break violation,
11 Sportservice is entitled to summary judgment. Accordingly, the Court **GRANTS**
12 Sportservice’s Motion as to Mejia’s Fourth Claim.

13 **D. Fifth Through Seventh Claims: Derivative Claims**

14 Finally, Sportservice seeks summary judgment as to Mejia’s Fifth and Seventh
15 Claims arguing that they are derivative of Mejia’s First through Fourth Claims, and
16 arguing that Mejia lacks standing to bring her Sixth Claim. (Mot. 20–22.) However,
17 as stated above, the Court finds that genuine issues of material fact preclude summary
18 judgment on Mejia’s First and Second Claims and thus, Mejia’s Fifth Claim remains
19 viable to that extent. Accordingly, the Court **DENIES** Sportservice’s Motion as to
20 Mejia’s Fifth Claim.

21 Sportservice next argues that it is entitled to summary judgment on Mejia’s
22 Sixth Claim for waiting time penalties for the same reasons stated above, but also
23 argues that Mejia lacks standing to bring such a claim because she is still employed by
24 Sportservice. (Mot. 21–22.) Indeed, a plaintiff does not have standing to bring a
25 cause of action for failure to timely pay wages after the termination of employment,
26 when that employee has not been terminated. *See, e.g., Alvarez v. Hyatt Regency Long*
27 *Beach*, No. CV094791GAFVBKX, 2009 WL 10673222, at *4 (C.D. Cal. Aug. 6,
28 2009). As the parties do not dispute that Mejia remains employed by Sportservice,

1 Mejia does not have standing to bring her Sixth Claim. The Court thus **GRANTS**
2 Sportservice's Motion as to Mejia's Sixth Claim.

3 Finally, Sportservice argues that Mejia's Seventh Claim for unfair business
4 practices is derivative of her underlying claims and should therefore fall with them.
5 (Mot. 22.) However, as some of Mejia's underlying claims remain intact, so does this
6 one. Thus, the Court **DENIES** Sportservice's Motion on Mejia's Seventh Claim.

7 **V. CONCLUSION**

8 For the reasons discussed above, the Court **GRANTS** Sportservice's Motion for
9 Summary Judgment as to Mejia's Third, Fourth, and Sixth Claims, and **DENIES** the
10 Motion as to all other claims. (ECF No. 22.) Additionally, on August 11, 2022, the
11 parties filed a Stipulation to continue the trial and related dates because the Court had
12 not yet resolved the Motion. (ECF No. 36.) As the Court has now resolved the
13 Motion, the Court **DENIES as MOOT** the parties' Stipulation.

14
15 **IT IS SO ORDERED.**

16
17 August 15, 2022



18
19
20 **OTIS D. WRIGHT, II**
21 **UNITED STATES DISTRICT JUDGE**