Filed 11/29/18 Myles v. Securitas Critical Infrastructure etc. CA2/3

NOT TO BE PUBLISHED IN THE OFFICIAL REPORTS

IN THE COURT OF APPEAL OF THE STATE OF CALIFORNIA

SECOND APPELLATE DISTRICT

DIVISION THREE

JOAN MYLES, Plaintiff and Appellant, v. SECURITAS CRITICAL INFRASTRUCTURE SERVICES, INC., Defendant and Respondent.	B275608 (Los Angeles County Super. Ct. No. BC501706)

APPEAL from an order of the Superior Court of Los Angeles County, William F. Highberger, Judge. Affirmed.

Seterah Law Group, Shaun Setareh, H. Scott Leviant and Thomas Segal, for Plaintiff and Appellant.

Tharpe & Howell, Sherry B. Savitt, Jennifer S. McGeorge; Littler Mendelson, J. Kevin Lilly and Barrett K. Green for Defendant and Respondent.

Securitas Critical Infrastructure Services, Inc. (Securitas) employed Joan Myles (Myles) as a security officer. Securitas gave Myles a uniform to wear but did not pay either for the cost of maintaining it or for the black shoes she had to wear. Claiming that she and other security officers were entitled to reimbursement for these costs, Myles filed a putative class action and moved to certify the class. The trial court denied the motion, and Myles now appeals the order denying class certification. Because Myles failed to show there is a well-defined community of interest among the proposed class members, we affirm the order.

BACKGROUND

I. Securitas and its policy about uniforms

Securitas, formerly known as Pinkerton Government Services, provides security, fire, and emergency services to various industries and to federal government agencies. Securitas employed Myles from November 2008 to March 30, 2011 as a security officer. Security officers, including Myles, wear uniforms, provided by Securitas and purchased from the same vendor.

According to Securitas's handbook and standards of conduct, employees must keep their uniforms "clean and neat." All leather goods, including cap visors, belts, holsters, and shoes must be shined. In keeping with these requirements, employees acknowledged that "[a]cceptable personal appearance, void of extreme styles and fashion, according to the standards of the job site and Handbook, is an ongoing requirement of continued employment. I agree to comply with these standards and to report to work in a neat, clean, acceptable uniform for my site."

Employees also agreed to be responsible for "the proper maintenance and appearance of the uniforms. . . . I understand that I am responsible for all uniform items furnished to me and will maintain them in a clean and presentable fashion."[1]

What a security officer wears varies depending on the client site. But, security officers typically wear pants, a button-up or polo shirt, shoes, belt, necktie, hat, and jacket. Employees generally choose and buy their shoes; Securitas just requires the shoes to be black. Myles, for example, wore black boots, black socks, a hat, tie, shirt, pants, belt and name badge, all of which Securitas provided, except for the boots and socks.

Uniform care among security guards also varied. Many laundered their uniform at home and dried them in a dryer or on a clothesline. Others dry cleaned their uniform, either out of personal preference or because a supervisor told them to do so. Some ironed their uniform. Of those who wore leather shoes, some shined them but others did not.

Myles was told to keep her uniform neat and clean and pressed at all times. To comply, Myles either took her uniform to the dry cleaners or washed it at home. She washed her shirt separately from other clothes "so it could stay neat and clean." Per her habit, she hung her uniform to dry and ironed it. Even if she dried the uniform in the dryer, it still required ironing, so she ironed her uniform once a week for five to 10 minutes. She washed her uniform twice a week. Myles estimated it took her 25 minutes to wash her clothes each time, which included sorting the items and preparing the washing machine and dryer.

---

[1] Securitas has updated the uniform agreement to make clear that Securitas reimburses dry cleaning costs.

II. Procedural background

A. *The operative pleading and motion for class certification*

Based on allegations Securitas failed to compensate security officers for time and money spent maintaining their uniforms and for buying certain items such as shoes and belts, Myles's operative complaint alleged causes of action for failure to pay hourly wages, failure to indemnify, failure to pay all final wages timely, and unfair competition.[2] Myles moved to certify a "security officer class," defined as " '[a]ll persons employed by [Securitas] in California as security officers (or similar job title or job duties) and who were required by [Securitas] to wear a uniform in the performance of their job duties, at any time during the period beginning on February 25, 2009 and ending on the date that final judgment is entered.' "[3]

According to Myles, Securitas's policy requiring guards to keep their uniforms "neat and clean," to wear specific items (i.e., black shoes), and to polish leather items obligated Securitas,

---

[2] Myles also alleged a cause of action for failure to provide rest breaks and accurate wage statements but she did not seek to certify them.

[3] In her reply brief in support of her certification motion, Myles suggested an alternative class: " 'All security officers employed by [Securitas] in California from February 25, 2009 through present who were issued a uniform which had garments with care labels indicating that ironing is required or that the garment needs to be removed from a drier immediately to involve [*sic*] wrinkling, or who were required to wear black shoes.' " Our discussion applies to this alternative class.

under applicable law, to reimburse employees for costs incurred to comply with that policy. Myles's specific theories were Securitas's guards had to be reimbursed for (1) costs (including time) associated with caring for their uniforms; for example, washing, drying, ironing, and polishing leather items and (2) buying shoes and other items Myles claimed constituted part of the "uniform." Myles submitted the declarations of 13 former Securitas employees, most of whom had worked as security guards.[4] They detailed the clothes they wore, whether they paid for various items of their "uniform," how they maintained their uniform, and the amount of time and money they spent maintaining it.

In opposition, Securitas argued it had no common policy or practice requiring its security guards to engage in anything beyond ordinary care of their "wash and wear" uniforms. Additionally, black shoes were not part of a "uniform" for which an employee must be reimbursed. Securitas also relied on the declarations of employees detailing what they wore and how they cared for their uniforms to show there was no common policy and experience concerning uniform maintenance.

B. *The trial court's ruling*

The trial court issued a detailed order denying Myles's motion for class certification. The court first set out the controlling law, the Labor Code and Wage Order No. 4, which address when employers must indemnify employees for costs associated with uniforms. First, an employer must indemnify an

---

[4] The trial court struck one of the 13 declarations, that of Jonathan Clayton. Myles does not challenge that or any other evidentiary ruling.

employee for a uniform item that is of distinctive design or color but not for items generally usable in the specific occupation. The court thus found that black shoes and belts were not "cognizable components of a distinctive uniform which an employer must supply." Further, whether a particular guard wore specialized items beyond what is " 'generally usable in the occupation' " could not be made without individualized proceedings, because security guards wore a wide variety of footwear and chose that footwear for different reasons. The court concluded, "Thus, without going security guard by security guard, and shoe by shoe, [Myles] has failed to suggest a trial plan by which claims of various security guards might be evaluated. Thus, there is no 'common question' that would derive a 'common answer' with regard to these non-uniform items."

Second, the law does not require employers to reimburse expenses and time spent maintaining uniforms requiring only minimal time for care.[5] Myles, however, failed to provide evidence of a company-wide policy or practice requiring employees to incur expenses to maintain their uniforms beyond that of ordinary care. While security guards could *elect* to dry clean or to iron their uniforms, Myles did not meet her burden of showing the company *required* dry cleaning or ironing. Rather, security guards cared for their clothes in different ways: some dry cleaned, some dried in a dryer while others hung garments on a clothesline, and some ironed. But, "there is simply no viable legal theory or facts to support that [Securitas] has a *company-wide* unlawful policy or practice *requiring* more than minimal care."

---

[5] Myles withdrew her claim that certification was proper for employees who were issued a blazer requiring dry cleaning.

As to the specific claim employees had to be compensated for time spent shining leather items, there was no evidence Securitas had a common policy or practice requiring employees to wear, for example, leather shoes. Rather, Securitas's "policy states that *if* a security guard wears leather articles, then they must be shined, not that employees must wear leather shoes." In any event, "there is no evidence that by expecting employees to have shined shoes amounts to sufficient control over an employee for the time to be compensable."

The trial court therefore denied Myles's motion for class certification, and this appeal followed.

DISCUSSION

I. Class certification and standard of review

"Originally creatures of equity, class actions have been statutorily embraced by the Legislature whenever 'the question [in a case] is one of a common or general interest, of many persons, or when the parties are numerous, and it is impracticable to bring them all before the court.' " (*Brinker Restaurant Corp. v. Superior Court* (2012) 53 Cal.4th 1004, 1021 (*Brinker*).) A party requesting class certification must demonstrate there is an ascertainable and sufficiently numerous class, a well-defined community of interest, and substantial benefits from certification that render proceeding as a class superior to other alternatives. (Code Civ. Proc., § 382; *Brinker*, at p. 1021; *Duran v. U.S. Bank National Assn.* (2014) 59 Cal.4th 1, 28.) "In turn, the 'community of interest requirement embodies three factors: (1) predominant common questions of law or fact; (2) class representatives with claims or defenses typical of the class; and (3) class representatives who can

adequately represent the class.' " (*Fireside Bank v. Superior Court* (2007) 40 Cal.4th 1069, 1089.)

The certification question is a procedural one that does not ask whether an action is legally or factually meritorious. (*Sav-On Drug Stores, Inc. v. Superior Court* (2004) 34 Cal.4th 319, 326.) "A class certification motion is not a license for a free-floating inquiry into the validity of the complaint's allegations; rather, resolution of disputes over the merits of a case generally must be postponed until after class certification has been decided [citation], with the court assuming for purposes of the certification motion that any claims have merit." (*Brinker*, *supra*, 53 Cal.4th at p. 1023.)

That being said, issues affecting the merits of a case may be enmeshed with class certification ones. (*Brinker*, *supra*, 53 Cal.4th at p. 1023.) "When evidence or legal issues germane to the certification question bear as well on aspects of the merits, a court may properly evaluate them. [Citations.] The rule is that a court may 'consider[ ] how various claims and defenses relate and may affect the course of the litigation' even though such 'considerations . . . may overlap with the case's merits.' " (*Id.* at pp. 1023–1024.) "In particular, whether common or individual questions predominate will often depend upon resolution of issues closely tied to the merits. [Citations.] To assess predominance, a court 'must examine the issues framed by the pleadings and the law applicable to the causes of action alleged.' [Citation.] It must determine whether the elements necessary to establish liability are susceptible of common proof or, if not, whether there are ways to manage effectively of any elements that may require individualized evidence. [Citation.] In turn, whether an element may be established collectively or only

individually, plaintiff by plaintiff, can turn on the precise nature of the element and require resolution of disputed legal or factual issues affecting the merits." (*Id.* at p. 1024.)

"On review of a class certification order, an appellate court's inquiry is narrowly circumscribed. 'The decision to certify a class rests squarely within the discretion of the trial court, and we afford that decision great deference on appeal, reversing only for a manifest abuse of discretion: "Because trial courts are ideally situated to evaluate the efficiencies and practicalities of permitting group action, they are afforded great discretion in granting or denying certification." [Citation.] A certification order generally will not be disturbed unless (1) it is unsupported by substantial evidence, (2) it rests on improper criteria, or (3) it rests on erroneous legal assumptions.' " (*Brinker*, *supra*, 53 Cal.4th at p. 1022; *Fireside Bank v. Superior Court*, *supra*, 40 Cal.4th at p. 1089.) If the trial court applies proper criteria and its ruling is founded on a rational basis, its ruling will be upheld. (*Brinker*, at p. 1022.)

II. A community of interest does not exist among the proposed class members.

We begin with a brief overview of the two complementary sources of authority governing wage and hour claims: the Labor Code and wage orders issued by the Industrial Wage Commission (IWC). (*Brinker*, *supra*, 53 Cal.4th at p. 1026.) The IWC is a quasi-legislative state agency that regulates aspects of the employment relationship and is empowered to issue legislative regulations—called wage orders—specifying minimum requirements with respect to wages, hours and working conditions. (*Mendiola v. CPS Security Solutions, Inc.* (2015) 60 Cal.4th 833, 838; *Morillion v. Royal Packing Co.* (2000)

22 Cal.4th 575, 581.) Wage orders have the force of law (*Alvarado v. Dart Container Corp. of California* (2018) 4 Cal.5th 542, 552), and are codified in title 8 of the California Code of Regulations. A "statement as to the basis" must accompany a wage order. (Lab. Code, § 1177, subd. (b).) A statement as to the basis explains why the IWC did what it did and facilitates judicial review of agency action. (*Small v. Superior Court* (2007) 148 Cal.App.4th 222, 230; *California Hotel & Motel Assn. v. Industrial Welfare Com.* (1979) 25 Cal.3d 200, 210–212.) Contemporaneous administrative construction of regulations is entitled to great weight, and a court will not depart from such construction unless it is clearly erroneous or unauthorized. (*Intoximeters, Inc. v. Younger* (1975) 53 Cal.App.3d 262, 271.)

At issue here are Labor Code section 2802 and Wage Order No. 4. Labor Code section 2802 generally requires employers to indemnify employees for all "necessary expenditures" incurred "in direct consequence of the discharge of his or her duties." Wage Order No. 4 specifically addresses when employers must indemnify employees for "uniforms." It states, "When uniforms are required by the employer to be worn by the employee as a condition of employment, such uniforms shall be provided and maintained by the employer. The term 'uniform' includes wearing apparel and accessories of distinctive design or color." (Cal. Code Regs., tit. 8, § 11040, subd. (9)(A).)

Myles thus contends that Labor Code section 2802 and Wage Order No. 4 required Securitas to indemnify security guards for uniform costs. Specifically, she claims that a class should have been certified based on Securitas's failure to indemnify guards for costs associated with shoes and other items

they wore as part of their "uniform," maintaining their uniforms, and polishing leather items. We discuss each claim in turn.

A. *Reimbursement for shoes and other items*

Myles first claims that Securitas must reimburse security officers for those parts of their "uniform" officers personally buy, namely, black shoes.[6] The way Myles poses the issue, however, presumes a crucial premise—that black shoes are a "uniform" as defined by the pertinent authority. The appropriate focal point, however, is: *what* is a "uniform"? That, therefore, is where we begin our analysis.

Wage Order No. 4 defines a "uniform" to include items of "*distinctive* design or color." (Cal. Code Regs., tit. 8, § 11040, subd. (9)(A), italics added.) Therefore, not just any item of clothing having a design or color constitutes a uniform; only "distinctive" ones do. The IWC's statement as to the basis for Wage Order No. 4 thus explains that with "regard to color and design of uniforms," "*ordinary* work clothes are not considered to be uniforms when the employees have a free choice of what to wear, but when the employer specifies the design or color or requires that an insignia be affixed, the employer does so for his or her own advantage as a matter of advertizing, public image, or some other business function." (IWC, Statement of the Basis,

---

[6] The contention focuses on shoes, but there is evidence security officers also bought white undershirts and socks to wear at work. To the extent Myles also contends that security officers should be compensated for these items as well, our discussion applies equally to them.

Uniforms and Equipment – Order 4-76,[7] italics added, Cal. Code of Regs., tit. 8, § 11040, subd. 9(A); accord, Dept. of Industrial Relations, Div. of Lab. Standards Enforcement, Minimum Wage (Rev. Jan. 2011).) The statement as to the basis gives examples of the types of garments for which an employer has no obligation to reimburse an employee. An employer need not pay for a nurse's white uniform because a white uniform can be worn wherever the nurse works. (See Dept. of Industrial Relations, Div. of Lab. Standards Enforcement Policies and Interpretations Manual (Mar. 2006) [nurses can wear white uniforms wherever they work; consequently, employer need not pay for them].)[8] An

---

[7] An IWC publication, Uniforms – An Explanation of Industrial Welfare Commission Regulations, gives additional examples of uniforms to include "[a]ny color, including black or white if design or material or place of purchase is specified"; any distinctive color explicitly associated with the employer's establishment; and any appurtenance or accessory of distinctive design or color required by employer, e.g., aprons, headbands, hats, belts, handkerchiefs, cuffs, embroidery, piping, insignias, boots, etc.

[8] The Department of Labor Standards and Enforcement (DLSE) is the state agency empowered to enforce California labor laws, including wage orders. (*Morillion v. Royal Packing Co.*, *supra*, 22 Cal.4th at p. 581.) However, DLSE interpretive policies contained in manuals are entitled to no deference. (*Tidewater Marine Western, Inc. v. Bradshaw* (1996) 14 Cal.4th 557, 574–577.) Myles thus argues that the trial court improperly relied on void DLSE interpretative standards. (*Alvarado v. Dart Container Corp. of California*, *supra*, 4 Cal.5th at p. 555; *Troester v. Starbucks Corp.* (2018) 5 Cal.5th 829, 841 [unlike wage orders, DLSE Manual is not binding on courts; statements in policy manual may be considered only for persuasive value].) Even if

employer need not pay for a black and white waitress uniform because they too can be used from employer to employer. From these examples flows the principle an employer has no obligation to compensate employees for items that are generally useful or usable in the occupation.

At least one federal district court has agreed with this interpretation. (*Becerra v. Radioshack Corp.* (N.D.Cal. Dec 10, 2012, 4:11-CV-03586 YGR) 2012 U.S.Dist. Lexis 175522.)[9] In *Becerra*, the employer required its employees to wear Docker-style chinos but did not pay for the pants. *Becerra* considered whether the pants were of such a "distinctive design or color" so as to render them a "uniform" under the applicable Wage Order No. 7, which contains language identical to Wage Order No. 4. Finding the word "distinctive" to be ambiguous, *Becerra* turned to the IWC's statement as to the basis, DLSE manual, and DLSE opinion letters for guidance. The statement as to the basis for Wage Order No. 7, for example, provided that the definition of "distinctive" and the DLSE enforcement policy were "sufficiently flexible to allow the employer to specify basic wardrobe items which are usual and generally usable in the occupation, such as white shirts, dark pants and black shoes and belts, all of

---

the DLSE Manual has no value, persuasive or otherwise, it merely echoes the IWC statement as to the basis and publication regarding uniforms. Myles does not claim those IWC publications are entitled to anything but deference from this court.

[9] Opinions of federal district courts are not binding on us, but they have persuasive value. (*City of Hawthorne ex rel. Wohlner v. H&C Disposal Co.* (2003) 109 Cal.App.4th 1668, 1678 & fn. 5.)

unspecified design, without requiring the employer to furnish" or to pay for such items. (*Becerra*, at *12.) *Becerra* thus found that " 'distinctive design or color' " was "best understood to mean: of a specified color or design, or both, that is not usual or common *within the employee's occupation*. Put differently, if an employer specifies a particular color or design of clothing, unless that color or design is common within the occupation, the employer is required to reimburse employees for its cost. However, if the attribute specified is common within that *same* occupation, the employer is not so obligated." (*Id.* at *16.)

Becerra's reasoning is persuasive. Wage Order No. 4, when considered with its statement as to the basis and other agency publications, suggests that employers only need to compensate employees for distinctive items that cannot be used outside the occupation, here security officers. However, Securitas does not require its security officers to wear distinctive shoes. Securitas's only policy about shoes requires security officers to wear black ones, black shoes being an industry standard.[10] Therefore, since the designation "black shoes" is by itself insufficient to establish that a shoe is distinctive—i.e., not generally usable in the industry—Myles had to identify a company policy requiring distinctive shoes to state a common interest among guards. She did not do so.

---

[10] Roy Rahn, the executive director of the California Association of Licensed Security Agencies, Guards and Associates, submitted a declaration stating it is standard for security guard companies to require guards to wear black shoes, which usually can be worn from guard company to guard company. Myles does not appear to dispute that black shoes are an industry standard.

Instead, Myles's and Securitas's evidence showed that security officers wore a variety of black shoes, some which could be considered distinctive but others which could be worn in all walks of life. Some guards wore specialized shoes per a supervisor's request.[11] Others wore sneakers or tennis shoes,[12] boots,[13] dress shoes[14] or low-quarter shoes.[15] Some guards varied the shoes they wore.[16] Given this lack of conformity, determining whether a particular security guard wore a distinctive shoe or item would require, in the trial court's words, going "security guard by security guard, and shoe by shoe." In other words, the claims are so individualized as to preclude there

---

[11] Securitas provided Richard Bennett and Adron Brown with boots. Felicia Gonsalez's supervisor required her to wear steel-toe boots. Rebecca Koch's lieutenant required her to wear black hard-sole shoes. John Ronholt was required to wear boots.

[12] Laguana Allison, John Bonneau, Daryl Davison (black high-tops), Charles Holloway.

[13] Ricardo Brizuela, Jr. (required), Alex Buggs, Edmond Chapple, Luis Estrada, Jeffrey Grussing, Sanji Kar, Craig Bless (waterproof leather boots) Bonneau, Daryl Davison, Cecil Donaldson, Steve Garcia, Kifle Melisse, Robert Robertson, Ronholt, Alexander Spain, Charles Whitfield (required).

[14] Steven Kokal.

[15] Kevin Allsup, Donaldson, James Lawrence, Samuel Silva.

[16] Bonneau (leather Gaul boots or tennis shoes), Donaldson (black hiking boots or low-quarter shoes), Stefan Guild (leather or black sneakers), Kokal (sneakers or dress shoes).

being a common question that would give rise to a common answer. (See, e.g., *Duran v. U.S. Bank National Assn.*, *supra*, 59 Cal.4th at p. 28 [class certification requires group, rather than individual, issues predominate].)

We therefore conclude that the trial court did not abuse its discretion by refusing to certify a class based on Myles's claim that Securitas must compensate employees for the shoes and other items they buy.

B. *Reimbursement for maintaining uniform*

The trial court also denied Myles's motion to certify a class based on Securitas's alleged obligation to reimburse employees for maintaining uniforms. As we said above, employers must pay for all "necessary expenditures" incurred "in direct consequence of" an employee's discharge of duties (Lab. Code, § 2802) and for maintaining a uniform the employer requires the employee to wear (Wage Order No. 4). But there are limits on what maintenance costs an employer must bear. The IWC's statement as to the basis for Wage Order No. 4 explains that employees are reasonably expected to "maintain uniforms made of fabrics requiring *minimal care*. Garments requiring separate laundering because of heavy soil or color and uniforms which need full ironing require more than 'minimal care' by modern standards, and the employer who requires such uniforms must provide for their maintenance." (Italics added.) Another IWC publication further explains that garments made of a "material requiring only washing and tumble or drip drying" are ones requiring minimal care. (IWC, Uniforms, par. 5(a); accord, Dept. of Industrial Relations, Div. of Lab. Standards Enforcement, Minimum Wage (Rev. Jan. 2011).) Otherwise, employers must "maintain or provide a maintenance allowance for uniforms

requiring ironing or dry cleaning, or uniforms requiring special laundering for heavy soil, or requiring patching and repairs due to the nature of the work." (IWC, Uniforms, par. 5(b).)

Hence, whether a Securitas employee must be compensated for maintaining a uniform depends on whether it is "wash and wear" or requires special treatment. (*Hawkins v. Securitas Sec. Serv. USA, Inc.* (N.D.Ill. 2011) 280 F.R.D. 388; *O'Connor v. Starbucks Corp.* (2008) 2008 WL 2761586 *5 [California law states employers owe duty to maintain uniform if it requires special laundering or care].) The garment labels for the shirt, pants, and jacket provided by Securitas show that the garments security officers wear are wash and wear. Those labels give these care instructions: Button-up shirts: "Machine wash cold, tumble dry low heat, remove when dry to prevent wrinkling, do not use bleach or fabric softener." Pants: "Machine wash cold with like colors, no bleach or softener, tumble dry low, cool iron if needed, may be dry cleaned." Bomber jacket: "Hand wash or machine wash gentle cycle warm water, use mild soap, do not bleach, tumble dry low temperature, do not iron." Thus, the care tags show that Securitas's uniforms required only minimal care.

To be sure, there was evidence some employees gave more than "minimal care" to their uniforms; but there was no evidence Securitas had a policy *requiring* more than minimal care. Rather, the evidence showed that employees had wide-ranging laundering habits. Some dry cleaned their uniform.[17] Others

---

[17] Allsup, Brizuela, Chapple, Kar, Donaldson, Brown (dry clean or wash and iron at home).

ironed them.[18] One had her uniform professionally pressed.[19] Many simply washed and dried (either in the dryer or on the line) their uniforms at home or at a laundromat.[20] To the extent Myles claims that taking clothes out of a dryer promptly to avoid wrinkling is "special care" because it requires waiting at home for the dry cycle to finish, we do not agree that is necessarily so, and she cites no authority for that notion. Therefore, whether employees had to engage in something more than ordinary or minimal care of their uniforms would require going from security guard to security guard to make inquiries about their laundering habits and why they laundered in a certain way (e.g., because they received special instruction from a supervisor about uniform maintenance or because of personal preference). Myles has failed to demonstrate a community of interest among security guards concerning uniform maintenance.

C. *Reimbursement for maintaining leather items*

Myles's final claim concerns leather items security guards wear. Securitas requires all leather items to be shined. Myles

---

[18] Buggs, Estrada, Sarah Garcia, Grussing, Koch, Mapes, Davison (rarely irons shirt but irons pants because he likes a crease), Allison, Bless, Bonneau, Davison, Garcia (rarely irons), Larry Gipson, Stefan Guild, Melisse (occasional iron), Rodney Reed (rarely irons), Robertson, Eric Shultz (irons a few times a year), Silva (irons pants).

[19] Gonsalez.

[20] Bennett, Brizuela, Buggs, Estrada, Garcia, Gonsalez, Grussing, Koch, Mapes, Charles Holloway, Kokal, Lawrence, Melisse, Reed , Robertson, Ronholt, Eric Shultz; Silva, Spain, Whitfield.

therefore contends security guards should be compensated for time spent polishing leather items (shoes and belts) and for the cost of polish. Myles again fails to demonstrate that security guards have a common interest or that questions of law and fact predominate. As the trial court aptly said, Securitas may require leather items to be shined, but Securitas does not require its guards to wear leather items. Whether guards wear leather items is an individualized inquiry.

We conclude that the trial court did not abuse its discretion by denying Myles's motion for class certification.[21]

DISPOSITION

The order is affirmed. Securitas Critical Infrastructure Services, Inc. is awarded its costs on appeal.

NOT TO BE PUBLISHED.

DHANIDINA, J.

We concur:

LAVIN, Acting P. J.

EGERTON, J.

---

[21] Because Myles has failed to show a well-defined community of interest among security officers, we need not address the other grounds on which the trial court denied class certification.