

UNITED STATES DISTRICT COURT FOR THE SOUTHERN DISTRICT OF
CALIFORNIA

Carlos Ayala v. Tapestry, Inc., et al.

Ayala · No. 24-cv-1052-BAS-BJW · Decided January 26, 2026

OPINION

Ayala

PER CURIAM.

1 2 3 4 5 6 7 8 9

10 UNITED STATES DISTRICT COURT

11 SOUTHERN DISTRICT OF CALIFORNIA

12 13 CARLOS AYALA, Case No. 24-cv-1052-BAS-BJW 14 Plaintiff,

ORDER GRANTING DEFENDANTS’

15 v. MOTION FOR PARTIAL

SUMMARY JUDGMENT

16 TAPESTRY, INC., et al., (ECF No. 34) 17 Defendants. 18 19 Presently before the Court is
Defendants’ motion for partial summary judgment. 20 (ECF No. 34.) Plaintiff opposed the motion.
(ECF No. 37.) Defendants replied. (ECF No. 21 38.) Also pending before the Court is Plaintiff’s
motion for class certification. (ECF No. 22 39.) Before deciding the present motion, the Court had
the benefit of oral argument. (ECF

23 No. 48.) Upon reviewing the arguments, the Court GRANTS Defendants’ motion for

24 summary judgment. (ECF No. 34.) 25 26 27 28

1 I. BACKGROUND

2 Plaintiff started work for the fashion brand Coach as an “associate store manager” 3 in October
2015. (Ayala Dep. 18:12–13, 35:22–24, ECF No. 34-1, Ex. A.) In December 4 2019, he was
promoted to “store manager.” (Id. 38:13–18.) In that capacity, Plaintiff was 5 the highest-ranking
employee on site. (Id. 68:25–69:3) For some years during Plaintiff’s 6 tenure, the store received
an annual revenue of over six million dollars. (Id. 50:7–18.) 7 Plaintiff earned a fixed biweekly
salary. (Id. 60:7–12). He made around \$80,000.00 8 per year. (Id. 60:17–22.) In addition, Plaintiff
received annual and monthly bonuses. (Id. 9 60:23–61:19). Plaintiff left Coach in June 2023. (Id.
52:4–9.) 10 In May 2024, Plaintiff filed nine California Labor Code claims in state court. (ECF

11 No. 1-2, Ex. A.) Defendants removed the action to federal court, invoking diversity

12 jurisdiction. (ECF No. 1.) Plaintiff voluntarily dismissed the claims regarding failure to 13 pay
minimum wages and unfair competition. (Opp’n 18:14–18, ECF No. 37.) Thus, the 14 remaining
California law claims include failure to: (1) pay overtime wages; (2) provide 15 meal breaks; (3)
provide rest breaks; (4) timely pay all earned wages; (5) pay all wages due 16 upon termination;

(6) reimburse business expenses; and (7) provide accurate itemized wage 17 statements. 18 Except for the reimbursement of business expenses claim, Defendants move for 19 summary judgment as to all claims on their affirmative defense, stating Plaintiff is exempt 20 from the California Labor Code as an “executive” employee. (Mot. 1:8–9, ECF No. 34.) In 21 the alternative, Defendants move for summary judgment on some of Plaintiff’s causes of 22 action. (Id. 1:22–23.) In response, Plaintiff counters that Defendants mischaracterized him 23 as exempt. (Opp’n 1:4–8.) And Plaintiff defends the viability of his claims. (Id. 2:21–22.) 24 The parties submitted a brief statement of undisputed facts. The parties agree on the 25 following: (1) Plaintiff worked as the store manager of the Coach outlet store in Alpine, 26 California, from December 2019 to June 2023; (2) Plaintiff’s resume upon leaving Tapestry 27 stated that he “set and communicated goals for the team, tracked store’s performance at all 28 times and adjusted according to trend,” “demonstrated strong business acumen,” and 1 “strategically forecasted, planned, and budgeted to the needs of the business (i.e. Payrolls, 2 staffing, scheduling, etc.)” (cleaned up); (3) Plaintiff worked five days per week; (4) 3 Plaintiff spent one hour serving as a Coach “brand ambassador” at various charity events, 4 local events, and mall initiatives; and (5) Plaintiff spent twenty to thirty minutes per week 5 “shopping a competitor,” meaning Plaintiff visited other retailers to assess their sales 6 strategies. (ECF No. 42.)

7 II. ANALYSIS

8 A court’s role at summary judgment “is to isolate and dispose of factually 9 unsupported claims or defenses” so that they are “prevented from going to trial with the 10 attendant unwarranted consumption of public and private resources.” *Celotex Corp. v. 11 Catrett*, 477 U.S. 317, 323–24, 327 (1986). A court thus appropriately grants summary 12 judgment if the moving party shows that there is no genuine issue of material fact and 13 entitlement to judgment as a matter of law. See Fed. R. Civ. P. 56(a). A “material” fact 14 “might affect the outcome of the suit.” *Anderson v. Liberty Lobby, Inc.*, 477 U.S. 242, 15 248(1986). And a “genuine” issue of material fact arises “if the evidence is such that a 16 reasonable jury could return a verdict for the nonmoving party.” *Id.* at 248. 17 At summary judgment, “[t]he evidence of the non-movant is to be believed, and all 18 justifiable inferences are to be drawn in his favor.” *Id.* at 255. The Court steers clear of 19 “[c]redibility determinations, the weighing of the evidence, and the drawing of legitimate 20 inferences from the facts.” *Id.* And “[t]he Court need consider only the cited materials” 21 from the record. Fed. R. Civ. P. 56(c)(3). 22 The burden-shifting scheme defines the motion for summary judgment. See Fed. R. 23 Civ. P. 56(c). The party that moves for summary judgment initially carries the burden. See 24 *Celotex*, 477 U.S. at 325; *Nissan Fire & Marine Ins. Co. v. Fritz Cos., Inc.*, 210 F.3d 1099, 25 1102 (9th Cir. 2000). “Where the party moving for summary judgment has the burden of 26 persuasion at trial, such as where the moving party seeks summary judgment on its own 27 claims or defenses, the moving party must establish ‘beyond controversy every essential 28 element of its’ [claim].” *Geer v. Siemens Med. Sols. USA, Inc.*, No. 20-cv-05613-SVK, 1 2021 WL 4979426, at *5 (N.D. Cal. Sept. 24, 2021) (citing *So. Cal. Gas Co. v.*

City of Santa Ana, 336 F.3d 885, 888 (9th Cir. 2003)). The nonmovant can defeat summary judgment by showing a triable issue remains for at least one element of the affirmative defense. See So. Cal. Gas Co., 336 F.3d at 888. The nonmovant cannot satisfy his burden by alluding to “metaphysical doubt.” Matsushita Elec. Indus. Co. v. Zenith Radio Corp., 647 U.S. 574, 586–87 (1986). A court may decide a motion for summary judgment before addressing the issue of class certification. See Wright v. Shock, 742 F.2d 541, 543–44 (9th Cir. 1984). A. The “Executive” Exemption The California Labor Code protects “non-exempt” employees through, for example, wage and hour as well as meal and rest break regulations. However, the California Legislature carved out certain employees from the California Labor Code’s reach. These employees are considered “exempt.” One such category of exempt employees are “executive” employees in the mercantile industry under Cal. Code Regs., tit. 8, § 11070(1)(A)(1). Defendants categorized Plaintiff’s position as exempt, but Plaintiff maintains that he was misclassified and therefore the California Labor Code’s protections should apply. (Mot. 1:8–9; Opp’n 3:23.) One identifies an exempt “executive” through the following characteristics: (a) Whose duties and responsibilities involve the management of the enterprise in which they are employed or of a customarily recognized department or subdivision thereof; and (b) Who customarily and regularly directs the work of two or more other employees therein; and (c) Who has the authority to hire or fire other employees or whose suggestions and recommendations as to the hiring or firing and as to the advancement and promotion or any other change of status of other employees will be given particular weight; and (d) Who customarily and regularly exercises discretion and independent judgment; and (e) Who is primarily engaged in duties which meet the test of the exemption. [...] (f) Such an employee must also earn a monthly salary equivalent to no less than two (2) times the state minimum wage for full-time employment. Full-time employment is defined in Labor Code Section 515(c) as 40 hours per week. Cal. Code Regs., tit. 8, § 11070(1)(A)(1)(a)–(f). Here, Defendants bear the burden of satisfying all six elements of the “executive” exemption. See Ramirez v. Yosemite Water Co., Inc., 20 Cal.4th 785, 795–95 (1999) 6 (“[T]he assertion of an exemption from the [California Labor Code] is considered to be an affirmative defense, and therefore the employer bears the burden of proving the employee’s exemption.”). In his opposition brief, Plaintiff contests only three of the six exemption requirements.¹ (Opp’n 7:1–2.) Thus, the Court addresses the three disputed elements. 10

1. Whether Plaintiff Could Hire or Fire Other Employees

11 An exempt executive “has the authority to hire or fire other employees” or, even if he does not directly make employment decisions, his suggestions and recommendations receive “particular weight.” Cal. Code Regs., tit. 8, § 11070(1)(A)(1)(c). 14 Plaintiff’s deposition testimony admits that he could hire employees. Plaintiff 15 attests: “Q: So, if you were hiring a sales associate, for example, did you need approval? 16 A: No. Q: And did you in fact hire sales associates without approval? A: Yes. Q: Do you 17 recall about how many? You can estimate. A:

Depending on the season it could range from 18 between five and ten.” (Ayala Dep. 116:11–20.)

19 In response, Plaintiff argues that because he could not “fire” employees, Defendants 20 did not satisfy their burden. But this argument lacks support in the statutory text and the 21 case law. The statute relies on the employee’s authority to “hire or fire other employees,” 22 using the expansive conjunction “or.” Plaintiff cites no case law supporting a different 23 reading of the statute.2 24 25

1 Specifically, Plaintiff concedes that he managed the enterprise, directed the work of at least two 26 employees, and earned a salary greater than twice the minimum wage. (Opp’n 7:1–2.) 2

Instead, Plaintiff focuses on a company policy that suggests a store manager has to discuss 27 employment decisions with the district manager or a human resources partner before taking action. (Opp’n 14:0–12; Davis Dep. 34:18–20, ECF No. 37-1, Ex. 1.) As Misty Davis, a district manager, explained in 28 1 In any case, Plaintiff’s recommendations and suggestions received considerable 2 weight. In a discussion about the hiring of other management level employees, Plaintiff 3 confirms, “Q: Did the person you recommended for hire end up being hired – A: Yes. Q: 4 – by the company? Do you ever recall a circumstance where you recommended hiring 5 somebody and your recommendation was rejected? A: Not necessarily rejected but a push 6 back. Q: And what ultimately became of the candidate? A: Hired.” (Id. 117:25–118:9.) 7 Plaintiff further challenges whether any given “class member” exercised such hiring 8 power. But, before class certification, the Court is only concerned with whether named 9 Plaintiff had the authority to hire or fire other employees. See, e.g., *Hodgers-Durgin v. de 10 la Vina*, 199 F.3d 1037, 1045 (9th Cir. 1999) (“Unless the named plaintiffs are themselves 11 entitled to seek injunctive relief, they may not represent a class seeking that relief.”). Here, 12 Plaintiff did. Accordingly, the Court grants Defendants motion for summary judgment on 13 this element. 14 2. Whether Plaintiff Exercised Discretion and Independent Judgment 15 An exempt executive “customarily and regularly exercises discretion and 16 independent judgment.” Cal. Code Regs., tit. 8, § 11070(1)(A)(1)(d). The California Court 17 of Appeal notes the provision requires the “power to make an independent choice, free 18 from immediate direction or supervision and with respect to matters of significance,” 19 clarifying that “[t]he requirement that discretion be exercised with respect to ‘matters of 20 significance’ means the decision being made must be relevant to something consequential 21 and not merely trivial.” *United Parcel Serv. Wage & Hour Cases*, 190 Cal. App. 4th 1001, 22 1024 (2010). 23 24 25 before making employment decisions. (Davis Dep. 34:25–35:18.) Davis responds: “Q: Can a store 26 manager make a decision, an employment decision without speaking to the [district manager] and [human resources]? A: They have the ability to, absolutely.” (Id. 34:10–13.) Notwithstanding the employer’s 27 preference, the policy does not negate the fact that Plaintiff hired employees. Plaintiff did in fact hire employees and thereby satisfied this element. And anyways, the uncontested evidence shows Plaintiff’s 28 1 Plaintiff affirms this authority, stating: “I treated that store [] – like it was my own 2 business, based upon my responsibilities as a leader, as a manager, with no contact.” (Ayala 3 Dep. 50:2–4.) In other parts of his deposition, Plaintiff verifies a lack of general oversight,

4 admitting: “Q: You were just left to your own devices to figure out how to make that store 5 profitable? A: Yes. Q: Did you manage to do that? A: Yes. Q: How did you [] manage to 6 do that without any support from a district manager? A: Business owner mindset.” (Id. 7 49:11–23.) Plaintiff further confirms responsibility of maintaining a store that generated 8 around six million in sales: “Q: How would you describe your job duties as the store 9 manager of the [Coach] store? A: Full[y] responsible for all areas of the business needs, 10 including sales generations.” (Id. 71:25–72:3.) And elsewhere succinctly admits: Q: 11 “Everything that happens in the store was your responsibility? A: Yes.” (Id. 72:14–17.) 12 Defendants illustrate that Plaintiff’s discretionary decisions move beyond triviality, 13 including: developing sales strategies to ensure the store operated profitably, evaluating 14 the performance of all team members, addressing customer issues, setting and adjusting 15 the schedule, and providing training and feedback. (Mot. 7:1–8:23.) Moreover, the 16 elements of the exemption analysis support each other. Plaintiff’s concession that he 17 directed the work of two or more employees, for example, supports Plaintiff’s exercise of 18 independent judgment; Plaintiff affirms, “Q: All the employees in the store reported to you; 19 correct? A: Yes. Q: You directed their work every day? A: Yes.” (Ayala Dep. 70:4–10); 20 see *Wellons v. PNS Stores, Inc.*, No. 18-cv-02913-RSH-DEB, 2022 WL 16902199, at *23 21 (S.D. Cal. Nov. 10, 2022) (“Although the six requirements are distinct and each one must 22 be satisfied for the exemption defense to apply, there is also some overlap between those 23 requirements.”). 24 However, Plaintiff claims that he does not satisfy this element for various reasons. 25 Plaintiff cites a Ninth Circuit case along with several pieces of statutory text, but these 26 sources of authority pertain to the exemption for “administrative” employees, which is not 27 at issue here. *McKeen-Chaplin v. Provident Savings Bank, FSBI*, 862 F.3d 847 (9th Cir. 28 1 2017); 29 C.F.R. 541.202. To the extent authority on the “administrative” exemption is 2 relevant, the Court fails to see the connection in Plaintiff’s brief. 3 Plaintiff also argues that the allegedly “exempt” and “non-exempt” employees share 4 many duties, thus there should be no legal difference between them. (Opp’n 11:23–25.) 5 But overlap in job duties and the exempt employee’s additional responsibilities can coexist. 6 See *Baldwin v. Trailer Inns, Inc.*, 266 F.3d 1104, 1115 (9th Cir. 2001) (“[T]hat the 7 Baldwins performed some of the same tasks as their subordinates is not in and of itself 8 evidence that the Baldwins do not qualify for the exemption.”). Relatedly, Plaintiff argues 9 that he should not be considered exempt because he clocks in and out of work and schedules 10 meal breaks like non-exempt employees. (Opp’n 12:24–13:1.) However, needing to clock 11 in and out of work does not automatically make an employee non-exempt. *Baldwin*, 266 12 F.3d at 1115. 13 Finally, Plaintiff’s brief attempts to dispute discretion and independent judgment by 14 listing various powers that Plaintiff lacked within the corporation, for example, Plaintiff 15 had no legal ownership in the company, (Opp’n 13:8–9), and no involvement in planning 16 the company’s long- or short-term business goals, (Opp’n 13:15–16). But the Court fails 17 to see how these powers create a genuine issue of fact. The Court’s analysis turns on 18 whether Plaintiff exercised discretion and independent judgment

in the duties assigned to 19 and performed by him. See *United Parcel*, 190 Cal. App. 4th at 1021 (“There is no 20 requirement that in order to be properly classified, an executive must carry out every 21 conceivable function that can be classified as an exempt duty.”) Accordingly, the Court 22 grants Defendants’ motion for summary judgment on this element. 23 3. Whether Plaintiff Primarily Engaged in Exempt Duties 24 An exempt executive must “primarily engage[] in duties which meet the test of the 25 exemption.” Cal. Code Regs., tit. 8, § 11070(1)(A)(1)(e). The statutory text provides 26 several key definitions. To say an employee “primarily engaged” in exempt duties means 27 the employee spent “more than one-half the employee’s work time” on exempt tasks. Cal. 28 Code. Regs., tit. 8, § 11070(2)(k). To define “exempt,” the court relies on the Fair Labor 1 Standards Act, and the California Supreme Court in *Heyen* listed managerial duties “easily 2 recognized” as exempt under that statute: 3 Interviewing, selecting, and training of employees; setting and adjusting their rates of pay and hours of work; directing their 4 work; maintaining their production or sales records for use in 5 supervision or control; appraising their productivity and efficiency for the purpose of recommending promotions or other 6 changes in their status; handling their complaints and grievances 7 and disciplining them when necessary; planning the work; determining the techniques to be used; apportioning the work 8 among the workers; determining the type of materials, supplies, 9 machinery or tools to be used or merchandise to be bought, stocked and sold; controlling the flow and distribution of 10 materials or merchandise and supplies; providing for the safety 11 of the men and the property. *Heyen v. Safeway Inc.*, 216 Cal. App. 4th 795, 819 (2013) (citing 29 C.F.R. § 541.102(b)). 12 The court considers “exempt” activities “directly and closely related to” and 13 “properly viewed as means for carrying out” such managerial tasks. Cal. Code. Regs., tit. 14 8, § 11070 (1)(A)(1)(e).⁴ In regard to process, the court examines the “work actually 15 performed by the employee during the course of the workweek” and “the amount of time 16 the employee spends on such work,” along with “the employer’s realistic expectations and 17 the realistic requirements of the job.” *Id.*⁵ 18 Using Plaintiff’s deposition testimony and employment records, Defendants 19 calculate a 41.5-hour workweek, and argue Plaintiff spent 24.5 hours on exempt duties, 20 21 22 3 “The activities constituting exempt work and non-exempt work shall be construed in the same 23 manner as such items are construed in the following regulations under the Fair Labor Standards Act effective as of the date of this order: 29 C.F.R. Sections 541.102, 541.104-111, and 541.115-116.” Cal. 24 Code Regs., tit. 8, § 11070(1)(A)(1)(e). 25 4 “Exempt work shall include, for example, all work that is directly and closely related to exempt work and work which is properly viewed as a means for carrying out exempt functions.” Cal. Code Regs., 26 tit. 8, § 11070(1)(A)(1)(e). 5 “The work actually performed by the employee during the course of the workweek must, first 27 and foremost, be examined and the amount of time the employee spends on such work, together with the employer’s realistic expectations and the realistic requirements of the job, shall be considered in 28 1 approximately 60% of the time. (Mot. 13:9–15.) Plaintiff’s exempt duties included: 2 administrative tasks in the office, managerial tasks outside the store, communications with 3 the

district manager after business hours, and management of the sales floor operations. 4 (Id. 10:3–7.) In response to Defendants’ calculation that Plaintiff spent greater than 51% 5 of a workweek on “exempt” duties, Plaintiff raises six objections, arguing either the 6 inaccuracy of the hours, or the erroneous categorization of tasks. 7 a. Whether to incorporate on-duty meal periods 8 Defendants calculate an average of 7.98 hours in-store a day. (Mot. 9:20–21.) 9 Plaintiff objects to this calculation because Defendants excluded “on-duty meal breaks.” 10 (Opp’n 7:16–18.) And Plaintiff seeks to include these on-duty meal breaks into the total 11 hours worked. (Id.) But Defendants highlight that on-duty meal breaks were a “very rare” 12 occasion. (Ayala Dep. 163:17–18.) The store experienced staff shortage during its post- 13 pandemic opening, so that once or twice a month, no secondary manager could cover 14 Plaintiff’s lunch break. (Id. 164:1–7.) Plaintiff otherwise confirms that he took meal breaks 15 at the scheduled time, stating: “Q: Okay. So with the exception of a period of time when 16 once or twice a month you were unable to take a meal break, you’ve always been able to 17 take the meal breaks consistent with the company’s policy? A: Yes.” (Id. 164:8–13). 18 Defendants also stress that the Court’s analysis should focus on the “typical” 19 workweek. *Batze v. Safeway, Inc.*, 10 Cal. App. 5th 440, 478–49 (2017), as modified on 20 denial of reh’g (May 3, 2017) (“Although the significant period for determining exempt 21 status is the work week, and employees exempt or non-exempt status can vary on a week by 22 week basis, this rule in no way suggests that the trier of fact may not make reasonable 23 inferences about a party’s activities during the relevant period based on his or her activities 24 25 26 6 Using Plaintiff’s testimony and time records, Defendants calculate around eight-hour shifts on 27 average for five days per week. (Mot. 9:15–17). Defendants also include 1.5 hours per week working from home. (Id. 9:21–22.) Thus, the typical weekly hours, according to Defendants, comes to 41.5 hours. (Id. 28 1 in earlier and later periods, particularly where there is nothing to suggest the employee’s 2 duties and responsibilities changed significantly.”) (citation modified). 3 But the language from *Batze* does not provide a sufficient basis on which the Court 4 can hold as a matter of law that these “on-duty meal periods” should be excluded from the 5 “workweek.” See, e.g., *Marlo v. United Parcel Serv., Inc.*, 639 F.3d 942, 948 (9th Cir. 6 2011) (noting that “[u]nder California law, the Court must determine whether any given 7 class members . . . spend more than 51% of their time on managerial tasks in any given 8 workweek”) (citing *Dunbar v. Albertson’s, Inc.*, 141 Cal.App.4th 1422, 1426 (2006) 9 (emphasis added)). Accordingly, Defendants fail to meet their burden to show they are 10 entitled to judgment as a matter of law on this basis. 11 b. The calculation of communications with the district manager 12 Defendants’ calculation includes Plaintiff’s after-business-hours, work-related 13 communications with the district manager. (Ayala Dep. 123:15–124:21.) Defendants 14 calculated these out-of-store hours to be one hour and thirty minutes per week. (Mot. 9:21– 15 24.) In his deposition, Plaintiff stated: “Q: How frequently did you respond to emails or 16 text messages while not working at the store? A: Quite frequently. Q: Was that a daily 17 event? A: Probably every other day. Q: And typically, every other day, how long would 18 you spend responding to emails and

text messages? A: Depending on the urgency of the 19 email or text. It can range from 15 minutes to 45 minutes if I needed to gather information.” 20 (Ayala Dep. 123:15–25.) 21 Defendants construe every other day to be three days per week and use the midpoint 22 range of thirty minutes for the calculation. (Mot. 9:21–24.) Plaintiff claims these outside- 23 of-store hours were improperly calculated. (Opp’n 8:3–4.) 24 Based on the given range of fifteen to forty-five minutes, the Court finds a triable 25 issue of material fact regarding the calculation of after-business-hours’ communications 26 with the district manager. 27 28 1 c. The calculation of communications with the store associates 2 One of Plaintiff’s responsibilities was to spend time reviewing sales goals with the 3 staff. (Ayala Dep. 134:13–22.) Defendants total one hour and forty minutes per week for 4 in-store sales goals discussions with store associates. (Mot. 10:17–18.) When describing 5 his communications with store associates, Plaintiff states: “Q: How much time would you 6 spend reviewing the sales goals with the staff? A: For each associate, five minutes. [...] Q: 7 So that’s about 25 minutes a day reviewing sales goals with the team? A: Yes. Some came 8 in at the same time so it was all at once.” (Ayala Dep. 134:23–135:7.) 9 Plaintiff’s opposition highlights to the Court that this time could be construed as 10 combined; therefore, the time spent on reviewing sales goals with staff could total 11 approximately 20 minutes per week, and not one hour and forty minutes. (Opp’n 8:17–18.) 12 In response, Defendants state that although Plaintiff suggested these meetings can occur 13 “at once,” he did not state that the joint nature shortened the meeting. Reading the 14 deposition in the light most favorable to Plaintiff, however, makes Defendants’ argument 15 unpersuasive. Accordingly, the Court finds a triable issue of material fact regarding the 16 calculation of communications with store associates. 17 d. The calculation of other store communications 18 Plaintiff’s duties included monitoring and responding to store communications, and 19 Defendants calculate one hour per week on such communications. (Mot. 10:19–20.) But 20 Plaintiff highlights that the deposition testimony suggests all managers took responsibility 21 for the communications; Plaintiff states, “Q: Did you spend time each day monitoring and 22 responding to communications to the store? A: Yes Q: In a typical day, how much time did 23 you spend monitoring and responding to communications to the store? A: 15 to 20 minutes, 24 if we noticed it. Q: What do you mean by that? A: Because the emails were coming into 25 the store’s computer and that was in the stock room. Q: And you were responsible for 26 checking the communications to the store? A: All managers were. Q: Specifically, I 27 am asking about you. So is it fair to say that you would spend time each day monitoring 28 1 store communications? A: Yes. Because they would come to my phone.” (Ayala Dep. 2 140:15–141:7.) 3 Even though Plaintiff responded with the inclusive “we,” Defendants note that the 4 question’s phrasing specified Plaintiff’s typical day. But reading the evidence in the light 5 most favorable to Plaintiff, the Court finds Defendants’ argument unpersuasive. Further, 6 the Court lacks definitive evidence regarding the time Plaintiff spent on such 7 communications. Thus, the Court finds a triable issue of material fact regarding the 8 calculation of miscellaneous store communications. 9 e. Whether the “brand ambassador” role should be considered 10 exempt

11 Defendants categorized as exempt the “brand ambassador” role, arguing the position 12 fits comfortably within the definition of an exempt duty, given that the role required 13 fostering relationships to promote business strategy. (Mot. 12:1–2.) Plaintiff challenges the 14 exempt categorization. (Opp’n 9:9–17.) 15 Plaintiff acknowledges his responsibilities as brand ambassador and the amount of 16 time he was expected to engage in that type of work, stating: “Q: Were you responsible for 17 attending charity events, local events, mall initiatives, and things of that nature? A: Yes.” 18 (Ayala Dep. 80:16–19.) Followed by, “Q: How much time did you spend doing that? Is 19 that a daily thing, a weekly thing? A: Weekly thing.” (Ayala Dep. 80:20–22.) And finally, 20 “Q: So in a typical week, how much time did you spend out in the community as a brand 21 ambassador for the company? A: Me, personally? Q: Yes. A: Probably about an hour.” 22 (Ayala Dep. 81:21–82:1.) 23 Moreover, when explaining his job description as store manager, Plaintiff’s first 24 bullet point on his resume mentions the brand ambassador role; Plaintiff’s resume states: 25 “Brand Ambassador to a key location in the SD location overseeing development of 26 business strategies to raise our customers’ pool, expand store traffic and optimize 27 profitability.” (Ex. 2, 83, ECF No. 34-1.) As described by Plaintiff, the role focused on 28 shaping business strategy and promoting the store’s profitability. See *Ortiz v. Amazon.com 1 LLC*, 389 F. Supp. 3d 728, 735 (N.D. Cal. 2019) (relying on the plaintiff’s admissions and 2 duties as articulated on his resume to “support a conclusion that the position was 3 managerial in nature”). 4 With the support of Plaintiff’s deposition testimony and the description of the role 5 in his resume, the Court finds the role of brand ambassador to be directly and closely related 6 to managerial duties. Accordingly, the Court considers Plaintiff’s time spent as a brand 7 ambassador to be managerial. 8 f. Whether the duty of “shopping a competitor” should be 9 considered exempt 10 Defendants also include as exempt Plaintiff’s time spent assessing other mall 11 businesses competitive with Coach, also known as “shopping a competitor.” (Mot. 11:20– 12 21.) Plaintiff argues that the Court should not consider communication with other 13 businesses as exempt because Defendants did not specify whether the idea to develop 14 relationships with other mall businesses originated with Plaintiff or Defendants. But an 15 origination theory is not the test. 16 Plaintiff’s deposition testimony reflects: “Q: Have you ever heard of the term 17 ‘shopping a competitor’? A: Yes. [...] Q: Was that part of your responsibility as the store 18 manager? A: Yes. Q: Is that something you did? A: Yes. [...] Q: Can you give me some 19 examples? A: You know, like, in our mall it would be, you know, it’s another brand store. 20 Let’s say Actate, or anyone we felt that it was in competition.” (Ayala Dep. 127:6–128:10.) 21 Defendants argue that, by assessing the strategy of other mall businesses, the purpose 22 of this work was to gather information for business strategy. (Mot. 11:17–20; Ayala Dep. 23 128:1–5.) The Court agrees. The responsibility as store manager to shop a competitor is 24 directly and closely related to Plaintiff’s managerial responsibility to determine the 25 techniques to be used. See *Leatherbury v. C & H Sugar Co.*, 911 F. Supp. 2d 872, 884 26 (N.D. Cal. 2012), *aff’d*, 607 F. App’x 676 (9th Cir. 2015) (“Although Leatherbury’s 27 conclusory declaration describes 70% of his work as “clerical,”

much of the shift reports, 28 inventory reports, managerial meetings, checking over the plant, and troubleshooting 1 various problems were ‘directly and closely’ related to his management of the union 2 employees, and thus are still considered exempt work.”). 3 Accordingly, the Court considers Plaintiff’s weekly assessment of competitive mall 4 businesses a managerial duty. 5 To address Plaintiff’s objections, Defendants recalculate. Regarding the 6 communications with the district manager, Defendants calculate the low-end of 15 minutes 7 for three days per week, for a sum of 45 minutes per week. Defendants also assume only 8 five joint minutes for each store associate meeting, totaling 20 minutes per week. Further, 9 Defendants eliminate time reviewing and monitoring store communications from the 10 calculation. Moreover, Defendants at oral argument discount 45 minutes for rare on-duty 11 meal breaks. 12 After making all these inferences in Plaintiff’s favor, Defendants’ recalculation 13 comes out to a 40.75-hour week, with 21.35 hours spent on exempt duties, translating to 14 52% of the workweek. (Reply 4:11–15, ECF No. 38; ECF No. 48.) Accepting Plaintiff’s 15 admissions and construing reasonable inferences in Plaintiff’s favor, Defendants have 16 established as a matter of law that Plaintiff primarily engaged in exempt duties in a 17 workweek. Accordingly, the Court grants Defendants motion for summary judgment on 18 this element. 19 In conclusion, finding all six elements satisfied, the Court grants the partial motion 20 for summary judgment in Defendants’ favor, having shown entitlement to judgment as a 21 matter of law on their affirmative defense. 22

B. Plaintiff’s Claims Against All Tapestry’s Brands Are Inappropriate 23 Finally, the Court grants summary judgment as to all claims against Defendants Kate 24 Spade, LLC and Stuart Weitzman IP, LLC. See *Stilwell v. Caesars Ent. Corp.*, 2023 WL 25 2634502, at *5 (D. Nev. Mar. 24, 2023), appeal dismissed, No. 23-15585, 2023 WL 26 7179476 (9th Cir. Oct. 18, 2023) (granting summary judgment as to claims against holding 27 company that never employed plaintiff); see also *Johnson v. Mammoth Recreations, Inc.*, 28 975 F.2d 604, 610 (9th Cir. 1992). 1 Here, Plaintiff did not work for these named Defendants. Nor does Plaintiff make 2 ||any claims against them. Instead, Plaintiff attempts to connect these Defendants to the 3 lawsuit by stating Defendant Tapestry is the parent company of the brands Coach, Kate 4 ||Spade, and Stuart Weitzman, and Plaintiff’s performance reviews and paystubs feature 5 Tapestry’s logo. In other words, because Tapestry’s documents did not differentiate 6 || between the three companies, they are all liable. The Court finds this basis of connection 7 || weak. 8 Plaintiff also suggests similar policies and practices across the three brands, 9 ||suggesting inclusion of Kate Spade and Stuart Weitzman’s store managers in the class. 10 ||(Opp’n 18:25—26.) But Defendant Tapestry, not its holding companies, employs potential 11 members. (Reply 10:7—9.) Further, the Court has not granted class certification, and 12 ||the only question before the Court is whether Plaintiff asserts triable claims against 13 ||Defendants. Accordingly, the Court grants summary judgment as to all claims against 14 || Defendants Kate Spade, LLC and Stuart Weitzman IP, LLC.

15 CONCLUSION

16 Upon reviewing the arguments, the Court GRANTS Defendants’ motion for partial 17

|}summary judgment. (ECF No. 34.) 18 The Court GRANTS summary judgment in Defendants' favor on their affirmative 19 || defense of executive exemption under Cal. Code Regs., tit. 8, § 11070. 20 The claim for reimbursement of business expenses, which Defendants did not move 21 shall proceed to trial. 22 Finally, the Court GRANTS summary judgment in Defendants Kate Spade, LLC 23 Stuart Weitzman IP, LLC's favor as to all claims against these Defendants. 24 IT IS SO ORDERED. 25 26 || DATED: January 26, 2026 (yatta Bahar 47 H n. Cynthia Bashant, Chief Judge United States District Court 28 1K.