

UNITED STATES DISTRICT COURT FOR THE DISTRICT OF COLUMBIA

Cesar Rivas, et al. v. United American Security, LLC, et al.

Rivas · No. Civil Action No. 23-3748 (SLS) · Decided February 20, 2026

SUMMARY

The District Court for the District of Columbia considers Defendants’ motion for summary judgment in a wage-and-hour action brought by security officers against GardaWorld and JLL. The opinion addresses whether the Plaintiffs qualified as “security officers” under the D.C. Minimum Wage Act, whether they worked in an “office building,” and related claims under the FLSA, D.C. wage laws, unjust enrichment, and breach of contract. The court grants summary judgment in part, denies it in part, and declines to stay the proceedings.

CASE DETAILS

COURT	United States District Court for the District of Columbia
WRITING FOR THE COURT	Sparkle L. Sooknanan
JURISDICTION	United States District Court for the District of Columbia
DECIDED	February 20, 2026
DOCKET	Civil Action No. 23-3748 (SLS)
DISPOSITION	other
PROCEDURAL POSTURE	Plaintiffs brought claims under the Fair Labor Standards Act, the D.C. Minimum Wage Act, the D.C. Wage Payment and Collection Law, unjust enrichment, and breach of contract. Defendants moved for summary judgment on all claims and alternatively sought a stay pending related putative class litigation.
STANDARD OF REVIEW	Summary judgment is appropriate when the movant shows that no genuine dispute as to any material fact exists and the movant is entitled to judgment as a matter of law. The court views the nonmovant's evidence favorably and draws justifiable inferences in the nonmovant's favor. A stay is reviewed under the court's broad discretionary authority over its docket.
PRECEDENTIAL VALUE	Persuasive district-court authority; not binding precedent outside the case.
PARTIES	Cesar Rivas, Enyis Velasquez v. United American Security, LLC, GardaWorld, Jones Lang LaSalle Americas, Inc.

TOPICS

wage and hour

flsa

summary judgment

statutory interpretation

civil procedure

PRACTICE AREAS

employment law

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statutory interpretation

QUESTIONS PRESENTED

1. Whether Velasquez was required to possess a security-officer certification to qualify for the D.C. security-officer minimum wage.
2. Whether the plaintiffs' security duties could qualify them as security officers under the D.C. Minimum Wage Act.
3. Whether the properties where the plaintiffs worked qualified as office buildings under the D.C. Minimum Wage Act.
4. Whether the plaintiffs could recover fringe-benefit payments for overtime hours exceeding forty hours per week.
5. Whether fringe-benefit payments made in cash in lieu of benefits must be included in calculating the regular rate for overtime under the D.C. Minimum Wage Act.
6. Whether GardaWorld was entitled to summary judgment on the plaintiffs' breach-of-contract claim based on the absence of a contract between GardaWorld and JLL.
7. Whether JLL could be liable as a joint employer, general contractor, or subcontractor for wage violations at 1201 New York Avenue.
8. Whether proceedings should be stayed pending related putative class litigation.

HOLDINGS

1. The D.C. Minimum Wage Act incorporates the regulatory scheme governing security officers, including its certification requirements. A person must be properly certified as a security officer to qualify for the Act's security-officer minimum wage, and an SPO certification does not substitute for a security-officer certification because the regulation expressly excludes special police officers from the definition.
2. The plaintiffs' security duties could qualify them as security-officer duties under the D.C. Minimum Wage Act. Because a reasonable jury could find that the plaintiffs were employed to prevent assaults, trespassing, disorders, or similar illegal occurrences, defendants were not entitled to summary judgment on this ground.
3. Defendants were not entitled to summary judgment on whether 1752 N Street and 1200 New Hampshire Avenue were office buildings under the D.C. Minimum Wage Act. The ordinary meanings of administrative, business, civic, and professional services are broad enough that properties occupied by a scientific nonprofit or a news organization may qualify.
4. The plaintiffs could not recover hourly fringe-benefit payments for hours worked beyond forty hours per week because the incorporated Service Contract Act wage determination capped the fringe-benefit rate

at forty hours per week.

5. Defendants were not entitled to summary judgment on whether cash payments made in lieu of fringe benefits must be included in the regular rate used to calculate overtime. The D.C. Minimum Wage Act excludes only the categories incorporated from FLSA section 207(e)(1)-(7), and defendants had not shown that the payments fit one of those exclusions.
6. GardaWorld was entitled to summary judgment on the breach-of-contract claim because plaintiffs produced no evidence of a contract between GardaWorld and JLL imposing the alleged wage obligations.
7. JLL was not entitled to summary judgment on joint-employer liability because evidence could permit a jury to find that JLL substantially participated in determining essential employment terms for GardaWorld personnel at 1201 New York Avenue. Any potential joint-employer liability was limited to work at that property.
8. Plaintiffs could continue pursuing their alternative theory that JLL was functionally a general contractor or subcontractor subject to joint and several liability under D.C. Code section 32-1012(c), because the theory did not fundamentally change the pleaded claim and the evidence created a triable issue.
9. The court denied the request to stay because the related Chang litigation was unlikely to decide important issues in this case, plaintiffs sought expeditious resolution and intended to opt out of any certified class, and defendants failed to demonstrate a clear case of hardship.

KEY QUOTATIONS

“A court “shall grant summary judgment if the movant shows that there is no genuine dispute as to any material fact and the movant is entitled to judgment as a matter of law.”” (8)

“It would make little sense for the DCMWA to treat as “security officers” individuals who have not met those basic standards.” (10-11)

“This language unambiguously caps an individual’s entitlement to an hourly fringe benefit at forty hours per week.” (18)

“The list of factors is not exhaustive. No one factor is dispositive. And the “ultimate determination of joint employment must be based upon the circumstances of the whole activity.”” (25)

“One-way intervention is simply not implicated in such circumstances.” (30)

FACTUAL BACKGROUND

Rivas and Velasquez worked for GardaWorld, a private security company, at several District of Columbia properties, including 1752 N Street, 1200 New Hampshire Avenue, and 1201 New York Avenue. They alleged that GardaWorld failed to pay the security-officer minimum wage, overtime, and fringe benefits required by District law. Their duties included patrols, surveillance monitoring, building inspections, guarding entry points, verifying visitors, responding to emergencies and trespassers, and other security functions. JLL managed 1201 New York Avenue as the building owner's sub-agent and had contractual authority relating to GardaWorld's security services at that property.

PROCEDURAL HISTORY

Rivas filed suit against GardaWorld on December 16, 2023. Velasquez was added as a plaintiff in the first amended complaint, and JLL was added as a defendant in the second amended complaint filed December 2, 2024. Defendants moved for summary judgment on May 23, 2025, later renewing a request for a stay related to Chang v. United American Security, LLC. The court granted summary judgment in part, denied it in part, denied the stay, and directed that the surviving claims proceed to trial.

DISPOSITION

other

REMAND INSTRUCTIONS

None. The case will proceed to trial on the claims that survive summary judgment.

CASES CITED

- Williams v. United Am. Sec., LLC, 788 F. Supp. 3d 40 (D.D.C. 2025)
- Celotex Corp. v. Catrett, 477 U.S. 317 (1986)
- Est. of Parsons v. Palestinian Auth., 651 F.3d 118, 123 (D.C. Cir. 2011)
- Anderson v. Liberty Lobby, Inc., 477 U.S. 242, 255 (1986)
- Hisler v. Gallaudet Univ., 344 F. Supp. 2d 29, 35 (D.D.C. 2004)
- Landis v. N. Am. Co., 299 U.S. 248, 254-55 (1936)
- Eagle Pharms., Inc. v. Azar, 952 F.3d 323, 330-32 (D.C. Cir. 2020)
- City of Clarkesville v. FERC, 888 F.3d 477, 482 (D.C. Cir. 2018)
- Greenbaum v. Islamic Republic of Iran, 67 F.4th 428, 432 (D.C. Cir. 2023)
- Taniguchi v. Kan Pac. Saipan, Ltd., 566 U.S. 560, 566 (2012)
- Dantran, Inc. v. U.S. Dep't of Lab., 171 F.3d 58, 62-65 (1st Cir. 1999)
- Oliverio-Still v. AVMAC LLC, No. 24-cv-0870, 2025 WL 674552, at *5 (S.D. Cal. Mar. 3, 2025)
- Flores v. City of San Gabriel, 824 F.3d 890, 902 (9th Cir. 2016)
- Brown v. Sessoms, 774 F.3d 1016, 1024 (D.C. Cir. 2014)
- Tsintolas Realty Co. v. Mendez, 984 A.2d 181, 187 (D.C. 2009)
- Wannall v. Honeywell, Inc., 775 F.3d 425, 428 (D.C. Cir. 2014)
- Mills v. Anadolu Agency NA, Inc., 105 F.4th 388, 394, 398-400 (D.C. Cir. 2024)
- Salinas v. Com. Interiors, Inc., 848 F.3d 125, 137, 141-42 (4th Cir. 2017)
- Harris v. Med. Transp. Mgmt., Inc., No. 17-cv-1371, 2025 WL 2556568 (D.D.C. Apr. 11, 2025)
- Steinke v. P5 Sols., Inc., 282 A.3d 1076, 1084-85 (D.C. 2022)
- Wilson v. Hunam Inn., Inc., 126 F. Supp. 3d 1, 5-6 (D.D.C. 2015)
- Thompson v. Linda & A., Inc., 779 F. Supp. 2d 139, 146 (D.D.C. 2011)
- District of Columbia v. Barrie, 741 F. Supp. 2d 250, 263-64 (D.D.C. 2010)

- Trudel v. SunTrust Bank, 924 F.3d 1281, 1286 (D.C. Cir. 2019)
- C.A. Harrison Cos. v. Evans, 266 A.3d 979, 983-85 (D.C. 2022)
- Vallejo Ent. LLC v. Small Bus. Admin., No. 22-cv-1548, 2023 WL 3275634 (D.D.C. May 4, 2023)
- Hyman v. First Union Corp., 982 F. Supp. 8, 10-11 (D.D.C. 1997)
- Koehler v. USAA Cas. Ins. Co., No. 19-cv-715, 2019 WL 4447623 (E.D. Pa. Sept. 17, 2019)
- Gomez v. Rossi Concrete Inc., No. 08-cv-1442, 2011 WL 666888 (S.D. Cal. Feb. 17, 2011)
- In re Zetia (Ezetimibe) Antitrust Litig., No. 2:18-MD-2836, 2021 WL 9870367 (E.D. Va. May 7, 2021)
- Premier Elec. Const. Co. v. Nat'l Elec. Contractors Ass'n, Inc., 814 F.2d 358, 362-63 (7th Cir. 1987)
- In re Jefferson Par., 81 F.4th 403, 409-14 (5th Cir. 2023)
- Farrar v. Catalinanrestaurant Grp., No. 15-cv-2407, 2016 WL 2610110 (S.D. Cal. May 6, 2016)

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