[DO NOT PUBLISH]

In the United States Court of Appeals

For the Eleventh Circuit

No. 22-12862

CHARLES CORNELIUS,

Plaintiff-Counter Defendant
Appellee-Cross Appellant,

versus

ROLLINS RANCHES, LLC,
a foreign limited liability company,

Defendant-Counter Claimant
Appellant-Cross Appellee.

Appeals from the United States District Court
for the Southern District of Florida
D.C. Docket No. 2:20-cv-14464-KAM

Before JORDAN, BRASHER, and ABUDU, Circuit Judges.

PER CURIAM:

This appeal requires us to decide whether, among other things, there was sufficient evidence for a jury to find that Charles Cornelius, who brought an action under the Fair Labor Standards Act ("FLSA") against Rollins Ranches, LLC, for unpaid overtime wages, qualified as an "employee" within the meaning of the FLSA, 29 U.S.C. § 201 *et seq*.

Rollins, who considered Cornelius to be an independent contractor, filed a counterclaim for breach of the implied covenant of good faith and fair dealing. After a four-day trial, a jury returned a verdict in Cornelius's favor on the FLSA claim and in Rollins's favor on the counterclaim. The parties appeal the jury's verdict and the district court's final judgment. After a thorough review of the record and the parties' briefs, and with the benefit of oral argument, we affirm.[1]

[1] We address only the issues that we believe merit discussion. As to the other issues Rollins raises in its appeal—an *in pari delicto* defense, a remittitur argument, and an argument for a new trial based on the district court's denial of its motion to amend the answer, defenses and counterclaim—we summarily affirm the district court's rulings.

I. FACTUAL BACKGROUND & PROCEDURAL HISTORY[2]

From 2017 to 2020, Cornelius worked as a carpenter for Rollins. Although Rollins advertised the position as providing employee status, it required Cornelius to sign an independent contractor acknowledgment form. Rollins paid him an hourly rate for 40 hours of work each week, and it never paid him overtime wages for the weeks that he worked more than 40 hours.

Although Rollins classified Cornelius as an independent contractor for wage purposes, it exercised significant control over his work. It required him to record his daily work hours and tasks on the same time sheet that its employees used to record their daily work hours. It dictated the time he was to report to work each day and would assign him a list of tasks to perform throughout the day. It also provided him with many of the tools that he needed to perform his daily tasks. After Cornelius performed his daily tasks, his supervisor would review his work before approving his time sheet. Additionally, although Rollins employed Cornelius as a carpenter, it routinely assigned him non-carpentry tasks to perform, including housekeeping, car repairs, plumbing installation, and electrical work. Sometimes, Rollins assigned him a heavy workload that caused him to work over 40 hours a week, and Cornelius was not allowed to hire his own assistant or another co-worker. Therefore,

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[2] As we write for the parties, we set out only the facts and procedural history that are necessary to explain our decision.

Cornelius enjoyed very little flexibility in how he performed his work.

For the three years that Cornelius worked at Rollins, he received 1099 tax forms, indicating that he was an independent contractor. Further, he routinely claimed tax deductions as an independent contractor: he reported his two vehicles' mileage and repair expenses and the costs of his personal tools as business expenditures and received tax benefits. During his employment, Rollins offered Cornelius an opportunity to convert his independent contractor status to employee status, but he declined because of the significant tax advantages he enjoyed as an independent contractor.

After Rollins terminated Cornelius's employment in 2020, he filed the present FLSA action, alleging unpaid overtime wages. Rollins filed a counterclaim alleging that Cornelius breached his independent contractor agreement by misrepresenting his work hours on his time sheets. The case went to trial, and the jury found in both parties' favor—it found that Cornelius was an employee entitled to overtime wages he did not receive, and that Rollins was entitled to damages on its counterclaim because Cornelius had claimed and been paid for hours he had actually not worked. Following the jury's verdict and the district court's final judgment, both parties moved for judgment as a matter of law on the adverse jury verdicts pursuant to Federal Rule of Civil Procedure 50(b), and Cornelius moved for an award of liquidated damages. The district court denied their post-trial motions, and the parties appealed.

II. STANDARDS OF REVIEW

We review a Rule 50(b) motion for judgment as a matter of law *de novo*, applying the same standards as the district court. *Abel v. Dubberly*, 210 F.3d 1334, 1337 (11th Cir. 2000) ("A motion for judgment as a matter of law will be denied only if reasonable and fair-minded persons in the exercise of impartial judgment might reach different conclusions." (alteration omitted) (internal quotation marks omitted)). If an employer establishes that its violation of the FLSA occurred in good faith, we review the district court's denial of a request for liquidated damages for an abuse of discretion. *See Dybach v. Fla. Dep't of Corr.*, 942 F.2d 1562, 1566 (11th Cir. 1991) (explaining that we review the district court's determination that an employer acted in good faith *de novo* as to the application of the law and for clear error as to the facts, but "[o]nce the employer has demonstrated its good faith and reasonable belief, the district court's refusal to award liquidated damages is reviewed for [an] abuse of discretion." (internal quotation marks and citation omitted)). We also review for an abuse of discretion a district court's denial of a motion to alter or amend a judgment pursuant to Federal Rule of Civil Procedure 59(e). *MacPhee v. MiMedx Grp., Inc.*, 73 F.4th 1220, 1238 (11th Cir. 2023).

Judgment as a matter of law is appropriate if "a reasonable jury would not have a legally sufficient evidentiary basis to find for the" non-moving party. Fed. R. Civ. P. 50(a). "Only the sufficiency of the evidence matters; what the jury actually found is irrelevant." *Hubbard v. BankAtlantic Bancorp, Inc.*, 688 F.3d 713, 724 (11th Cir. 2012). We will not disturb a jury's verdict unless "there is no legally

sufficient evidentiary basis for a reasonable jury to find" for the party on that issue. *Lipphardt v. Durango Steakhouse of Brandon, Inc.*, 267 F.3d 1183, 1186 (11th Cir. 2001) (internal quotation marks and citation omitted).

III. DISCUSSION

On appeal, Rollins argues that the district court erred in denying its motion for judgment as a matter of law. In its view, there was insufficient evidence for a reasonable jury to find that Cornelius was as an employee within the meaning of the FLSA because (1) he signed the independent contractor acknowledgment form; (2) he represented that he was an independent contractor in his tax filings; and (3) he declined Rollins's offer to convert him to employee status.

Cornelius, on the other hand, asserts that he was entitled to overtime compensation damages because the evidence demonstrated that he qualified as an employee under the FLSA, and not as an independent contractor. Cornelius also argues that the district court erred in denying his motion for liquidated damages because Rollins failed to establish its good faith.

The FLSA ensures a minimum subsistence wage for all "employees"—defined under the statute as "any individual employed by an employer." *Villarreal v. Woodham*, 113 F.3d 202, 205 (11th Cir. 1997) (internal quotation marks omitted) (quoting 29 U.S.C. § 203(e)(1)). Under the FLSA, an employer includes any individual who directly or indirectly acts "in the interest of an employer in relation to an employee." *McKay v. Miami-Dade County*, 36 F.4th

1128, 1132 (11th Cir. 2022) (quoting 29 U.S.C. § 203(d)). Because the purpose of the FLSA is to protect workers from substandard wages, *Barrentine v. Ark.-Best Freight Sys., Inc.*, 450 U.S. 728, 739 (1981), it requires an award of liquidated damages when an employer fails to pay an employee sufficient wages, *Joiner v. City of Macon*, 814 F.2d 1537, 1538 (11th Cir. 1987) (quoting 29 U.S.C. § 216(b)). The employer, however, can avoid an award of liquidated damages if its violation "was 'both in good faith and predicated upon such reasonable grounds that it would be unfair to impose upon [the employer] more than a compensatory verdict.'" *Joiner*, 814 F.2d at 1539 (quoting *Reeves v. Int'l Tel. & Tel. Corp.*, 616 F.2d 1342, 1352–53 (5th Cir. 1980), *abrogated on other grounds by McLaughlin v. Richland Shoe Co.*, 486 U.S. 128, 133–34 (1988)).

The FLSA mandates that courts award a prevailing FLSA employee liquidated damages unless "the employer shows to the satisfaction of the court that the act or omission giving rise to" the FLSA violation "was in good faith and that [it] had reasonable grounds for believing that [its] act or omission was not a violation of the [FLSA]." 29 U.S.C. § 260. To establish a good faith defense against liquidated damages, an employer must show that (1) "it had an honest intention to ascertain what the [FLSA] requires and to act in accordance with it[,]" and (2) it "had reasonable grounds for believing its conduct comported with the" FLSA. *Dybach*, 942 F.2d at 1566–67 (alterations adopted) (internal quotation marks and citation omitted).

As to the issue of Cornelius's employee status, we conclude that there was sufficient evidence to support the jury's verdict on the FLSA claim. Cornelius testified that the advertisement for the job offered insurance, a 401k plan, and paid vacation days—offerings generally made available to employees. There was also testimony at trial that Cornelius's supervisor set his work schedule, reviewed his timesheets, reviewed his work, and relayed assignments daily. Accordingly, it was reasonable for the jury to find that the relationship between Cornelius and Rollins followed the "usual path" of an employer-employee relationship as defined in the FLSA. *See Scantland v. Jeffrey Knight, Inc.*, 721 F.3d 1308, 1311 (11th Cir. 2012) (explaining that where "the work done, in essence, follows the usual path of an employee[,]" "putting on an independent contractor label does not take the worker from the protection of the [FLSA]" (internal quotation marks omitted) (quoting *Rutherford Food Corp. v. McComb*, 331 U.S. 722, 729 (1947))).

We also conclude that sufficient evidence supported the jury's verdict in favor of Rollins on the counterclaim because Cornelius misrepresented his work hours by claiming time he did not work on his time sheets. *See Lipphardt*, 267 F.3d at 1186 ("We will not second-guess the jury or substitute our judgment for its judgment if its verdict is supported by sufficient evidence." (alteration omitted) (internal quotation marks and citation omitted)); *see also Burger King Corp. v. Weaver*, 169 F.3d 1310, 1315 (11th Cir. 1999) ("Under Florida law, the implied covenant of good faith and fair dealing is a part of every contract." (citing *County of Brevard v. Miorelli Eng'g, Inc.*, 703 So. 2d 1049, 1050 (Fla. 1997))).

Finally, the district court did not abuse its discretion in denying Cornelius's request for an award of liquidated damages because Rollins satisfied its burden of proof as to its good faith defense. The district court properly found that Rollins relied on the independent contractor acknowledgment form that Cornelius signed, his tax records, and the advice of legal counsel in treating him as an independent contractor.

IV. CONCLUSION

Accordingly, we **AFFIRM**.