NOT FOR PUBLICATION

In the

United States Court of Appeals

For the Eleventh Circuit

No. 24-13501

GEOFFREY WANJOHI,
MS. TERESA PEREZ LOPEZ,

Plaintiffs-Appellees,

versus

PIONEER INVESTMENT & DEVELOPMENT,

Defendant,

ARZAAN FOOD MART, LLC,

Defendant-Appellant.

Appeal from the United States District Court
for the Northern District of Alabama
D.C. Docket No. 2:21-cv-00742-SGC

Before WILLIAM PRYOR, Chief Judge, and LAGOA and KIDD, Circuit Judges.

PER CURIAM:

This appeal requires us to decide whether a company was a claimant's "employer" under the Fair Labor Standards Act. Geoffrey Wanjohi worked at a convenience store owned by Pioneer Investment & Development, LLC. Although Pioneer owned the store, another company, Arzaan Food Mart, LLC, included Wanjohi on its payroll and sent Wanjohi a W-2 form. Wanjohi sued Arzaan under the Act after Arzaan did not pay him overtime wages. The district court entered summary judgment for Wanjohi based on the parties' stipulations that "Wanjohi was an [Arzaan] employee." Because Arzaan is bound by the stipulations, we affirm.

I. BACKGROUND

Geoffrey Wanjohi was an hourly employee at an Alabama convenience store owned by Pioneer. Wanjohi regularly worked more than 40 hours a week at the store. But he did not receive an increased wage for his extra time.

Arzaan owned a separate convenience store but had ties to Pioneer and Wanjohi. The owner of Arzaan was married to the owner of Pioneer and occasionally signed Pioneer's financial documents as its "Owner" and "Duly Qualified Officer." Arzaan also listed Wanjohi as an Arzaan employee on its 2020 payroll, which recorded payments for work that Wanjohi performed at Pioneer's store. And Arzaan sent Wanjohi a W-2 form at the end of the year. Arzaan's corporate representative later conceded that Wanjohi was "an employee of Arzaan" in 2020. Arzaan's accountant shared the same understanding.

Wanjohi sued Pioneer and Arzaan in 2021 for violations of the Fair Labor Standards Act. *See* 29 U.S.C. §§ 201–219. Wanjohi alleged that he was "employe[d]" by Pioneer and Arzaan within the meaning of the Act, that he consistently "worked more than 40 hours a week" as an hourly employee, and that he was "not paid overtime compensation." He also alleged that Pioneer and Arzaan acted "intentionally" and without "good faith." The district court granted summary judgment for Wanjohi against Pioneer but initially concluded that "factual issues concerning Wanjohi's employment status prevent[ed] summary judgment in his favor against Arzaan."

Two pretrial filings prompted the district court to reconsider its denial of summary judgment against Arzaan. First, the parties jointly submitted a pretrial order recounting the testimony in the record that Wanjohi was an Arzaan employee. Second, the parties jointly submitted proposed jury instructions stipulating that "Wanjohi was an [Arzaan] employee." The instructions added that "Wanjohi [was] seeking damages from Arzaan . . . for the year 2020," without any suggestion that Arzaan employed Wanjohi for less than the full year. Arzaan's counsel signed the instructions.

The district court concluded that the parties' submissions eliminated all "doubt" as to Wanjohi's employment status because Arzaan admitted that it "did, in fact, employ Wanjohi." The district court also ruled that undisputed evidence established "to a sum certain" that Wanjohi's "unpaid overtime in 2020" was $13,980.93. It ruled that Arzaan was liable for that amount as Wanjohi's joint employer, and it ruled that Arzaan owed an additional $13,980.93 in liquidated damages because Arzaan "made no attempt to show it acted in good faith."

II. STANDARD OF REVIEW

We review a summary judgment *de novo* and view the evidence and all factual inferences in the light most favorable to the nonmovant. *Bearden v. E.I. du Pont de Nemours & Co.*, 945 F.3d 1333, 1337 (11th Cir. 2019).

III. DISCUSSION

The Fair Labor Standards Act provides that an "employer" engaged in interstate commerce cannot "employ any of [its] employees . . . for a workweek longer than forty hours" without paying overtime at "one and one-half times the [employee's] regular rate." 29 U.S.C. § 207(a)(1). Employers who violate this provision are liable to affected employees "in the amount of their unpaid . . . overtime compensation," *id.* § 216(b), plus "an additional equal amount as liquidated damages" unless the district court concludes in its "sound discretion" that an employer acted "reasonabl[y]" and in "good faith," *id.* §§ 216(b), 260. It is undisputed that Arzaan is "an enterprise engaged in interstate commerce under the [Act]," that "Wanjohi was an hourly employee who was eligible for overtime compensation for hours worked in excess of 40 hours per week," and that Wanjohi's unpaid overtime in 2020 was $13,980.93.

Arzaan challenges the summary judgment on three grounds. It first contends that it never employed Wanjohi, then contends in the alternative that it employed Wanjohi for a maximum of four months in 2020, and finally contends that it is not liable for liquidated damages. But no reasonable jury would side with Arzaan on any of these issues.

Arzaan's stipulation that Wanjohi was its employee is "conclusive evidence of th[at] fact." *Spears v. Bay Inn & Suites Foley, LLC*, 105 F.4th 1315, 1322 (11th Cir. 2024). Arzaan did not limit the scope of its stipulation to a specific portion of 2020. Because Arzaan's stipulation of employment is controlling and Wanjohi's entitlement to overtime is otherwise undisputed, the district court correctly ruled that Arzaan owes Wanjohi $13,980.93 in unpaid overtime as a matter of law. The same evidence establishes that Arzaan lacked a good-faith reason to withhold overtime payments and that Arzaan must pay an equal amount in liquidated damages as a result.

Arzaan says *nothing* about the stipulation that led the district court to conclude correctly that Wanjohi's status as an Arzaan employee was "no longer in doubt." "We have long held that an appellant abandons [an issue] when he either makes only passing references to it or raises it in a perfunctory manner." *Sapuppo v. Allstate Floridian Ins. Co.*, 739 F.3d 678, 681 (11th Cir. 2014). Although Arzaan argues that the district court should have placed greater weight on our "eight-factor test" for joint employment, *Layton v. DHL Express (USA), Inc.*, 686 F.3d 1172, 1177 (11th Cir. 2012), the district court did not need to sift through a morass of employment factors when Arzaan had stipulated that it was Wanjohi's employer, *Spears*, 105 F.4th at 1321–22. And Arzaan's remaining arguments are too "passing" and "perfunctory" to establish that the district court otherwise erred. *Sapuppo*, 739 F.3d at 681.

IV. CONCLUSION

We **AFFIRM** the judgment in favor of Wanjohi.