

314 Fed.Appx. 179, 2008 WL 2315869 (C.A.11 (Fla.))
(Not Selected for publication in the Federal Reporter)
(Cite as: 314 Fed.Appx. 179, 2008 WL 2315869 (C.A.11 (Fla.)))

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This case was not selected for publication in the Federal Reporter.

Not for Publication in West's Federal Reporter See Fed. Rule of Appellate Procedure 32.1 generally governing citation of judicial decisions issued on or after Jan. 1, 2007. See also Eleventh Circuit Rules 36-2, 36-3. (Find CTA11 Rule 36-2 and Find CTA11 Rule 36-3)

United States Court of Appeals,
 Eleventh Circuit.

Eugenio NAVARRO, Plaintiff-Appellant,

v.

BRONEY AUTOMOTIVE REPAIRS, INC., Stephen Romney, Tilden Total Car Care Center, Anthony Brown, Defendants-Appellees.

No. 08-10618

Non-Argument Calendar.

June 6, 2008.

Background: Employee brought action under Fair Labor Standards Act (FLSA) against car repair shop to recover unpaid overtime compensation. The United States District Court for the Southern District of Florida, [533 F.Supp.2d 1223](#), entered summary judgment in shop's favor, and employee appealed.

Holding: The Court of Appeals held that employee was not "engaged in commerce" under FLSA.

Affirmed.

West Headnotes

Commerce [83](#) [62.65](#)

83 Commerce

[83II](#) Application to Particular Subjects and Methods of Regulation

[83II\(D\)](#) Employment of Labor

[83II\(D\)3](#) Wages and Hours

[83k62.65](#) k. Mechanics and Repair-

men. [Most Cited Cases](#)

Labor and Employment [231H](#) [2233](#)

[231H](#) Labor and Employment

[231HXIII](#) Wages and Hours

[231HXIII\(B\)](#) Minimum Wages and Overtime

Pay

[231HXIII\(B\)2](#) Persons and Employments

Within Regulations

[231Hk2231](#) Employees Included

[231Hk2233](#) k. Particular Employ-

ees. [Most Cited Cases](#)

Car repair shop employee was not "engaged in commerce," and thus was not protected by Fair Labor Standards Act's (FLSA) overtime compensation provision, even though automotive parts that employee transported and used to repair vehicles continued to flow in interstate commerce until they reached customers, where employee was hired to collect motor parts that had been ordered by shop owners from local auto parts stores and to use parts to repair foreign and domestic vehicles. Fair Labor Standards Act of 1938, § 7(a)(1), [29 U.S.C.A. § 207\(a\)\(1\)](#).

*[180](#) [Jamie H. Zidell](#), J.H. Zidell, P.A., Miami Beach, FL, for Plaintiff-Appellant.

[Chris Kleppin](#), Glasser, Boreth & Kleppin, P.A., Plantation, FL, for Defendants-Appellees.

Appeal from the United States District Court for the Southern District of Florida. D.C. Docket No. 07-21014-CV-AJ.

Before [MARCUS](#), [WILSON](#) and [PRYOR](#), Circuit Judges.

PER CURIAM:

**[1](#) Eugenio Navarro appeals the summary judgment in favor of Broney Automotive Repairs, Stephen Romney, Tilden Total Car Care Center,

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and Anthony Brown and against Navarro's complaint for unpaid overtime compensation under the Fair Labor Standards Act. *See* 29 U.S.C. § 207(a)(1). We review a summary judgment *de novo*. *Allen v. Bd. of Pub. Educ.*, 495 F.3d 1306, 1310 (11th Cir.2007). Navarro argues that he was individually engaged in interstate commerce because the automotive parts that he transported and used to repair vehicles continued to flow in interstate commerce until they reached the customers of Broney Automotive Repairs. We disagree.

Navarro has not established that he was “engaged in commerce” under the Fair Labor Standards Act. 29 U.S.C. § 207(a)(1). To receive overtime compensation, Navarro had to “participat[e] in the actual movement of persons or things in interstate commerce.” *Thorne v. All Restoration Servs., Inc.*, 448 F.3d 1264, 1266 (11th Cir.2006). Navarro's responsibilities “merely affect [ed]” and did not implicate interstate commerce. *Id.*

Navarro was hired to collect motor parts that had been ordered by the owners of Broney Automotive from local auto parts stores and to use the parts to repair foreign and domestic vehicles. The automotive parts were removed from the flow of interstate commerce when they arrived at the auto parts stores. *See id.* at 1267 (“When goods reach the customer for whom they were intended, the interstate journey ends....”). The later transport and installation of the parts into the vehicles of Broney's customers by Navarro was purely intrastate activity and “not covered under the Act.” *Id.*

The summary judgment in favor of Broney Automotive is **AFFIRMED**.

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