

UNITED STATES DISTRICT COURT FOR THE DISTRICT OF VERMONT

Gerald Gensoli v. FedEx Ground Package System, Inc.

Gensoli · No. 2:25-cv-829 · Decided May 15, 2026

SUMMARY

The United States District Court for the District of Vermont denied FedEx Ground Package System, Inc.'s motion for summary judgment in Gerald Gensoli's action alleging unpaid overtime under the FLSA and Vermont law. The court found disputed issues concerning whether the light-vehicle exception to the Motor Carrier Act exemption applied, whether FedEx was Gensoli's joint employer, whether overtime was unpaid, and whether the FLSA limitations period was extended by willfulness or equitable tolling.

CASE DETAILS

COURT	United States District Court for the District of Vermont
WRITING FOR THE COURT	Mary Kay Lanthier
JURISDICTION	United States District Court for the District of Vermont
DECIDED	May 15, 2026
DOCKET	2:25-cv-829
DISPOSITION	other
PROCEDURAL POSTURE	Defendant moved for summary judgment on the plaintiff's claims for unpaid overtime under the FLSA and Vermont law. The court denied the motion.
STANDARD OF REVIEW	Summary judgment must be granted when there is no genuine dispute as to any material fact and the moving party is entitled to judgment as a matter of law. The court must view the evidence and draw reasonable inferences in favor of the nonmoving party and may not weigh evidence or assess witness credibility.
PRECEDENTIAL VALUE	unpublished district court order

TOPICS

[flsa](#) [wage and hour](#) [summary judgment](#) [employment law](#) [civil procedure](#)

PRACTICE AREAS

QUESTIONS PRESENTED

1. Whether summary judgment was warranted on Gensoli's FLSA overtime claim based on the Motor Carrier Act exemption and the light-vehicle exception.
2. Whether Gensoli was judicially estopped from relying on evidence concerning vehicles of unknown weight.
3. Whether the FLSA claim was barred by the statute of limitations because Gensoli lacked sufficient evidence of willfulness or equitable tolling.
4. Whether Gensoli produced sufficient evidence that FedEx was his joint employer and was required to maintain employment records.
5. Whether Gensoli produced sufficient evidence that he worked uncompensated overtime.
6. Whether Gensoli's Vermont overtime claim was barred by the statute of limitations or the Motor Carrier Act exemption.
7. Whether the court should determine the method of calculating overtime damages at summary judgment.

HOLDINGS

1. Summary judgment was not warranted because the record contained sufficient evidence from which a reasonable factfinder could conclude that Gensoli spent part of his employment driving vehicles weighing 10,000 pounds or less, including a ten-foot U-Haul and possibly a Chevrolet Silverado.
2. Judicial estoppel was not appropriate because FedEx failed to show that Gensoli's alleged prior inconsistent position gave him an unfair advantage or prejudiced FedEx.
3. Summary judgment was premature on the FLSA statute-of-limitations issue because the record contained evidence from which a reasonable factfinder could conclude that FedEx knew or recklessly disregarded the possibility that drivers were not paid required overtime.
4. If FedEx is found to be Gensoli's joint employer, the FLSA requires FedEx to maintain employment records for him to the same extent as a single employer.
5. The record contained sufficient disputed evidence under the Second Circuit's six-factor joint-employment test for a reasonable jury to find that FedEx was Gensoli's joint employer.
6. Gensoli presented sufficient evidence to create a genuine dispute concerning whether he worked overtime for which he was not paid.
7. The court adopted a rebuttable presumption that a weekly salary covers only the first forty hours worked unless the parties agreed that the salary included overtime compensation. FedEx failed to rebut the presumption at summary judgment.
8. Summary judgment was not warranted on Gensoli's Vermont overtime claim because the factual disputes that precluded judgment on the FLSA claim also precluded judgment under Vermont law, and the claim was not barred by the applicable statute of limitations.

9. The court declined to determine the method of calculating overtime damages on summary judgment because whether Gensoli's weekly pay was intended to cover more than forty hours remained a factual issue for trial.

KEY QUOTATIONS

“The court must grant a motion for summary judgment if the moving party demonstrates there is no genuine dispute as to any material fact and the moving party is entitled to judgment as a matter of law.” (at 2)

“As a result, the court adopts the rebuttable presumption that a weekly salary covers only the first forty hours worked unless the parties have an alternate agreement.” (at 17-18)

“The court declines to decide the proper method of damages calculation on summary judgment because the question of whether Mr. Gensoli’s weekly pay was intended to cover more than forty hours is an issue of fact for trial.” (at 22)

FACTUAL BACKGROUND

FedEx operates a nationwide package-delivery network through independent service providers whose employees pick up and deliver packages. Gensoli drove for two Vermont service providers between April 2017 and April 2018, using vehicles that included rental vehicles, a ten-foot U-Haul, and a Chevrolet Silverado; FedEx's records identified the weight of some vehicles as unknown. Gensoli testified that he generally worked fifty to sixty hours per week and was paid a flat weekly rate of \$620, later increased to \$700, without regard to the number of hours or days worked.

PROCEDURAL HISTORY

Gensoli worked as a delivery driver for two FedEx independent service providers in Vermont from April 2017 through April 2018. He initially opted into a related collective action filed in the Western District of Pennsylvania and later became a named plaintiff, adding a Vermont overtime claim. After the Pennsylvania court severed and transferred the named plaintiffs' claims to the federal district courts where they worked, Gensoli's case was transferred to the District of Vermont. FedEx moved for summary judgment, which the court denied because disputed facts remained concerning the light-vehicle exception, joint employment, willfulness, unpaid overtime, and damages calculation.

DISPOSITION

other

CASES CITED

- Rodriguez v. Vill. Green Realty, Inc., 788 F.3d 31, 39-40 (2d Cir. 2015)
- Anderson v. Liberty Lobby, Inc., 477 U.S. 242, 248-49 (1986)
- Celotex Corp. v. Catrett, 477 U.S. 317, 323 (1986)
- Woodman v. WWOR-TY, Inc., 411 F.3d 69, 75 (2d Cir. 2005)
- Kaytor v. Elec. Boat Corp., 609 F.3d 537, 545 (2d Cir. 2010)

- In re Dana Corp., 574 F.3d 129, 152 (2d Cir. 2009)
- Heng Guo Jin v. Han Sung Sikpoom Trading Corp., No. 13-CV-6789 (CBA)(LB), 2015 WL 5567073, at *6 (E.D.N.Y. Sept. 21, 2015)
- Leier v. Lincoln Limousine Brokerage Inc., No. 14-CV-3121 (PKC)(VVP), 2018 WL 276345, at *3 (E.D.N.Y. Jan. 3, 2018)
- Rojas v. Roman Cath. Diocese of Rochester, 660 F.3d 98, 104 (2d Cir. 2011)
- Bentley v. AutoZoners, LLC, 935 F.3d 76, 86 (2d Cir. 2019)
- Scott v. Harris, 550 U.S. 372, 380 (2007)
- Sanchez as Est. of Munson v. Helen Porter Nursing Home, Inc., Case No. 2:20-cv-153, 2023 WL 6516406, at *5 (D. Vt. Oct. 5, 2023)
- Hinds v. FedEx Ground Package Sys., Inc., Case No. 18-cv-01431-JSW, 2020 WL 12048882, at *8 (N.D. Cal. June 1, 2020)
- Clark v. All Acquisition, LLC, 886 F.3d 261, 267 (2d Cir. 2018)
- BPP Illinois, LLC v. Royal Bank of Scotland Grp. PLC, 859 F.3d 188, 192 (2d Cir. 2017)
- Inclan v. N.Y. Hosp. Grp., Inc., 95 F. Supp. 3d 490, 503 (S.D.N.Y. 2015)
- Perry v. City of New York, No. 13-CV-1015, 2018 WL 1474401, at *8 (S.D.N.Y. Mar. 26, 2018)
- Zheng v. Liberty Apparel Co., Inc., 355 F.3d 61, 66, 71-72, 77 (2d Cir. 2003)
- Reich v. Circle C Invs., Inc., 998 F.2d 324, 329 (5th Cir. 1993)
- Reyes v. Remington Hybrid Seed Co., 495 F.3d 403, 406 (7th Cir. 2007)
- Torres-Lopez v. May, 111 F.3d 633, 638 (9th Cir. 1997)
- Sobaszekiewicz v. FedEx Corp., 2022 WL 4004773, at *10 (N.D. Cal. Sept. 1, 2022)
- Kuebel v. Black & Decker Inc., 643 F.3d 352, 363 (2d Cir. 2011)
- Caserta v. Home Lines Agency, Inc., 273 F.2d 943, 944, 946 (2d Cir. 1959)
- Castillo v. Case Farms of Ohio, Inc., 96 F. Supp. 2d 578, 627-29 (W.D. Tex. 1999)
- Salinas v. Com. Interiors, Inc., 848 F.3d 125, 134 (4th Cir. 2017)
- Schultz v. Capital Int'l Sec., Inc., 466 F.3d 298, 305, 307, 310 (4th Cir. 2006)
- Adams v. Dep't of Juv. Just., 143 F.3d 61, 67 (2d Cir. 1998)
- Hernandez v. J & M Corona Deli Corp., No. 23-CV-9120 (RER)(PK), 2025 WL 2597767, at *9 (E.D.N.Y. Aug. 13, 2025)
- Ramirez v. Urion Constr. LLC, 674 F. Supp. 3d 42, 50 (S.D.N.Y. 2023)
- Estanislau v. Manchester Devs., LLC, 316 F. Supp. 2d 104, 108 (D. Conn. 2004)
- Ahn v. Sun Cleaners Inc., No. 19-CV-5919 (DLI)(PK), 2022 WL 586022, at *7 (E.D.N.Y. Feb. 18, 2022)
- Barrentine v. Arkansas-Best Freight Sys., Inc., 450 U.S. 728, 739 (1981)
- Tenn. Coal, Iron & R.R. Co. v. Muscoda Local No. 123, 321 U.S. 590, 597 (1944)
- Giles v. City of New York, 41 F. Supp. 2d 308, 317 (S.D.N.Y. 1999)
- Wirtz v. Harper Buffing Mach. Co., 280 F. Supp. 376, 381 (D. Conn. 1968)
- Lundy v. Catholic Health Sys. of Long Island, Inc., 711 F.3d 106, 114 (2d Cir. 2013)
- Davis v. Abington Mem. Hosp., 765 F.3d 236, 243 (3d Cir. 2014)

- Gehlbach v. Gifford Med. Ctr., Inc., Case No. 2:23-cv-00066, 2024 WL 4108538, at *5-9 (D. Vt. Sept. 6, 2024)

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