trict court insofar as it found that the pre-August 23, 2004 compensation plan did not create a substantial likelihood of deductions. The Court, therefore, concludes that Life Time Fitness is liable for overtime compensation to those Plaintiffs employed and subject to the corporate bonus-pay plan from January 1, 2004 to August 23, 2004.

Case Commentary

The Sixth Circuit decided to require Lifetime Fitness to pay the workers overtime pay up to the date wherein the Department of Labor changed the salary basis test.

Case Questions

1. Are you in accord with the court's decision?
2. Do you believe the Department of Labor's regulation, which changed the salary-basis test, is justified?
3. What would be an ethical resolution to this case?

Case 19.2 Bob Meadows v. Planet Aid, Inc.

2009 U.S. Dist. LEXIS 104671 (Eastern District Court of NY)

The issue is whether the Fair Labor Standards Act applies.

TOWNES, UNITED STATES DISTRICT JUDG

Pro se plaintiff, Bob Meadows ("Plaintiff"), a former employee of Planet Aid, Inc. ("Planet Aid") supervised by Rodney Carter ("Carter") and Jostein Pedersen ("Pederson") (collectively, wit Planet Aid, the "Defendants"), brings this action alleging violations of the Fair Labor Standard Act ("FLSA").

Plaintiff, a former trucker, is a 64-year-old male of African-American and Native-Americ descent. On or about Saturday, June 9, 2007, Plaintiff responded to a job opening posted b Planet Aid—a non-profit organization which collects and recycles used clothing and shoes in states—at the Brooklyn Chamber of Commerce. Planet Aid was seeking a "driver/bin maint nance person with a van," and the position paid $12 per hour, or approximately $25,000 per ye

Carter, a manager at Planet Aid, conducted an in-person interview with Plaintiff at Plan Aid's Brooklyn headquarters on or about Thursday, June 21, 2007, and took a copy of Plaintif driver's license. Carter informed Plaintiff that his job duties included keeping donation bi clean, washing bins, removing graffiti if possible and sweeping around the bins, disposing garbage on or around bins, removing donation overflows and bringing them back to t Brooklyn headquarters, conversing with property owners where the bins were located and mai taining a daily log regarding bin condition. Carter stated that payday was every Thursday and th turning the log in every Monday was a requirement for being paid. Carter also informed Plaint that he would be provided with cleaning solution and a cell phone, and that he would be co pensated for vehicle usage expenses such as gas and insurance. Toll expenses were not discuss

Plaintiff informed Carter during this meeting that he owned a van, as the job posting quired, but that it was not "on-the-road." Plaintiff informed Carter that to ready the vehicle work and to procure commercial insurance would cost Plaintiff approximately $4,000 and th he did not want to ready the vehicle unless he was sure that he had the position. Carter repl that he would inform Plaintiff shortly as to whether he had the position.

Plaintiff called Carter on or about Tuesday, June 26, 2007, and Carter told Plaintiff that "got the job" and should "go ahead put the van on the road." At some point prior to Plain

of a newly instituted "call pick-up program

Plaintiff was sent to collect an evicte apartment. Their belongings consisted of items and "everything else there was, except apartment for approximately four hours on hours on Friday, June 29, 2007.

On Friday, June 29, 2007, Plaintiff was idence in Staten Island. Although inform Plaintiff—who had heard news reports of Staten Island—was uncomfortable idling identification. After the donor arrived, Plain proximately two tons of clothing, household

On or about Friday, June 29, 2007 Car Plaintiff replied in the affirmative and work box truck around Brooklyn, placing clothin day, Carter instructed Plaintiff that he was meet his boss, defendant Pederson, at the Ne

On Monday, July 2, 2007, Plaintiff, C where they discussed Plaintiff's position. P salary, but stated that "he would not pay for

On or about Tuesday, July 3, 2007, C from Home Depot, which Plaintiff did. Tha phone for work, telling Plaintiff that he woul work the next day, Independence Day, so th warned Plaintiff not to "expect overtime pay."

On Friday, July 6, 2007, Carter asked 2007, at the New Jersey location. Plaintiff agr a.m. on Saturday. Although Plaintiff waited o spread Plaintiff's Independence Day and Sa telling plaintiff, "Don't worry you're going to

On Wednesday, July 18, 2007, Plaintiff conditions, arriving to his first clothing pick- collection that morning before driving the d was given a large truck to pick up a basemen truck, Plaintiff returned to the New Jersey w truck for his own vehicle and returned to Bro

On Friday, July 20, 2007, Plaintiff perf mately 5:00 a.m. through 3:00 p.m. On Satur the pick-up and went to Planet Aid's Brookly did not come to the office or respond to Plain

On Tuesday, July 24, 2007, Plaintiff gave only in the job for which I originally applied f Aid—cleaning and maintaining the bins and ter, Plaintiff also alleges that he had "not receiv and instead only received the regular wage.

On Thursday, July 26, 2007, Plaintiff arr His paycheck was not available, there were no there. On Friday, July 27, 2007, Plaintiff called his paycheck and to get information about a 2007, but there was no information. On formation to do that day's pick-up, so he