

1 **BENDAU & BENDAU PLLC**  
 2 Clifford P. Bendau, II (AZ Bar No. 030204)  
 3 Christopher J. Bendau (AZ Bar No. 032981)  
 4 P.O. Box 97066  
 5 Phoenix, Arizona 85060  
 Telephone: (480) 382-5176  
 Fax: (480) 304-3805  
 Email: [cliffordbendau@bendaulaw.com](mailto:cliffordbendau@bendaulaw.com)  
[chris@bendaulaw.com](mailto:chris@bendaulaw.com)  
*Attorneys for Plaintiff*

6 UNITED STATES DISTRICT COURT  
 7 DISTRICT OF ARIZONA

9 **Oscar Alvarado**, individually, and on  
 10 behalf of all others similarly situated,

11 Plaintiff,

12 v.

13 **ZipRecruiter, Inc.**, an Arizona  
 14 Corporation; **Ian Siegel and Jane Doe**  
 15 **Siegel**, a married couple; and **Joe**  
**Edmonds and Jane Doe Edmonds**, a  
 16 married couple,

17 Defendants.

No.

**COLLECTIVE ACTION  
 COMPLAINT PURSUANT TO THE  
 FAIR LABOR STANDARDS ACT, 29  
 U.S.C. § 201, ET SEQ.**

**(Demand for Jury Trial)**

18 Plaintiff, Oscar Alvarado (“Plaintiff”), individually, and on behalf of all other  
 19 persons similarly situated, allege as follows:

20 **PRELIMINARY STATEMENT**

21 1. This is an action for equitable relief, overtime pay, liquidated damages,  
 22 attorneys’ fees, costs, and interest under the Fair Labor Standards Act (“FLSA”), as  
 23 amended, 29 U.S.C. § 216(b). Plaintiff brings this action on behalf of himself and all  
 24  
 25  
 26  
 27

BENDAU & BENDAU PLLC  
 P.O. Box 97066  
 Phoenix, AZ 85060

1 similarly-situated current and former Account Managers (also referred to as the “Covered  
2 Positions”)<sup>1</sup> of Defendants.

3 2. The FLSA was enacted “to protect all covered workers from substandard  
4 wages and oppressive working hours.” Under the FLSA, employers must pay all non-  
5 exempt employees an overtime wage premium of pay one and one-half times their  
6 regular rates of pay for all time they spend working in excess of 40 hours in a given  
7 workweek.  
8

9 3. Plaintiff, individually, and on behalf of all others similarly-situated, brings  
10 this action against Defendants<sup>2</sup> for their unlawful failure to pay overtime in violation of  
11 the FLSA.  
12

13 4. Plaintiff brings a collective action under the FLSA to recover the unpaid  
14 overtime wages owed to him individually and on behalf of all other similarly-situated  
15 Account Managers, current and former, of Defendants. Members of the Collective  
16 Action are referred to as the “Collective Members.”  
17

18 5. Plaintiff and the Collective Members are current and former employees of  
19 Defendants and bring this action on behalf of themselves and all similarly-situated  
20 current and former Account Managers who Defendants misclassified as “exempt” from  
21

22 \_\_\_\_\_  
23 <sup>1</sup> For the purposes of this Complaint, “Account Manager” is exclusively a job title  
24 used for the purpose of classifying the putative class of similarly situated individuals, is  
25 not necessarily the job title of the Plaintiff and putative class, and has no bearing or  
26 relation to any specialization, skill, education, training, or other qualification that might  
27 otherwise be associated with such a job title.

<sup>2</sup> All Defendants to this action are collectively referred to as either “ZipRecruiter” or  
“Defendants” unless specified otherwise.

1 overtime under the FLSA, and who were therefore not paid one-and-one-half times their  
2 regular rates of pay for all time worked in excess of 40 hours in a given workweek.

3 6. The Collective Members are all current and former Account Managers who  
4 were employed by Defendants at any time starting three years before this Complaint was  
5 filed, up to the present.

6  
7 **JURISDICTION AND VENUE**

8 7. Plaintiff realleges and incorporates by reference all allegations in all  
9 preceding paragraphs.

10 8. This Court has subject matter jurisdiction pursuant to 28 U.S.C. § 1331 and  
11 29 U.S.C. § 201, *et seq.* because this action arises under the Constitution and laws of the  
12 United States.

13 9. Venue is proper in this district pursuant to 28 U.S.C. § 1391(b) and (c)  
14 because acts giving rise to the claims of Plaintiff and the Collective Members occurred  
15 within the District of Arizona, and Defendants regularly conduct business in and have  
16 engaged in the wrongful conduct alleged in the Complaint – and, thus, are subject to  
17 personal jurisdiction in – this judicial district.

18  
19  
20 **PARTIES**

21 10. Plaintiff realleges and incorporates by reference all allegations in all  
22 preceding paragraphs.

23 11. At all times material to the matters alleged in this Complaint, Plaintiff was  
24 an individual residing in Maricopa County, Arizona, and is a former employee of  
25 Defendants.  
26  
27

BENDAU & BENDAU PLLC  
P.O. Box 97066  
Phoenix, AZ 85060

1           12. At all material times, Plaintiff was a full-time employee of Defendants who  
2 worked as an Account Manager from approximately December 2017 through  
3 approximately December 2018.

4           13. At all material times, Plaintiff was employed by Defendants and paid as an  
5 exempt employee.  
6

7           14. At all relevant times, Defendants employed Account Managers to perform  
8 various non-exempt duties, including, but not limited to, cold-calling and emailing current  
9 and potential customers to obtain the customer’s agreement to use ZipRecruiter’s services,  
10 which consisted of job board advertising and career recruitment tools to fill customers’ job  
11 vacancies.  
12

13           15. At all material times, Plaintiff was an employee of Defendants as defined  
14 by the FLSA, 29 U.S.C. § 203(e)(1).  
15

16           16. At all material times, Plaintiff was a non-exempt employee under 29 U.S.C.  
17 § 213(a)(1).  
18

19           17. Plaintiff has given his written consent to be the named party Plaintiff in this  
20 action pursuant to 29 U.S.C. § 216(b), a true and accurate copy of which is attached to  
21 this Complaint as “**Exhibit A.**”

22           18. Plaintiff brings this action on behalf of himself and on behalf of all other  
23 persons similarly situated who are current or former Account Managers of Defendants,  
24 including but not limited to current or former Account Managers of Defendants who  
25 agree in writing to join this action seeking recovery under the FLSA.  
26  
27

BENDAU & BENDAU PLLC  
P.O. Box 97066  
Phoenix, AZ 85060

1           19. Plaintiff brings this action on behalf of himself and on behalf of all other  
2 similarly situated current and former employees of Defendants—specifically, current or  
3 former Account Managers of Defendants who Defendants misclassified as “exempt”  
4 from overtime under the FLSA and, therefore, did not receive an overtime premium for  
5 time spent working in excess of 40 hours in a given workweek.  
6

7           20. Defendant ZipRecruiter, Inc. is a California corporation, authorized to do  
8 business in the State of Arizona and was at all relevant times Plaintiff’s and the  
9 Collective Members’ Employer as defined by 29 U.S.C. § 203(d).  
10

11           21. Under the FLSA, Defendant ZipRecruiter, Inc. is an employer. The FLSA  
12 defines “employer” as any individual who acts directly or indirectly in the interest of an  
13 employer in relation to an employee. At all relevant times, Defendant ZipRecruiter, Inc.  
14 had the authority to hire and fire employees, supervised and controlled work schedules or  
15 the conditions of employment, determined the rate and method of payment, and  
16 maintained employment records in connection with Plaintiff’s and the Collective  
17 Members’ employment with ZipRecruiter. Having acted in the interest of ZipRecruiter in  
18 relation to their employees, including Plaintiff, ZipRecruiter, Inc. is subject to liability  
19 under the FLSA.  
20  
21

22           22. Under the FLSA, Defendants Ian Siegel and Jane Doe Siegel are  
23 employers. The FLSA defines “employer” as any individual who acts directly or  
24 indirectly in the interest of an employer in relation to an employee. At all relevant times,  
25 Defendants Ian Siegel and Jane Doe Siegel were the owners of ZipRecruiter. At all  
26 relevant times, they had the authority to hire and fire employees, supervised and  
27

BENDAU & BENDAU PLLC  
P.O. Box 97066  
Phoenix, AZ 85060

1 controlled work schedules or the conditions of employment, determined the rate and  
2 method of payment, and maintained employment records in connection with Plaintiff’s  
3 and the Collective Members’ employment with ZipRecruiter. As persons who acted in  
4 the interest of ZipRecruiter in relation to ZipRecruiter’s employees, including Plaintiff,  
5 Defendants Ian Siegel and Jane Doe Siegel are subject to individual liability under the  
6 FLSA.  
7

8       23. Under the FLSA, Defendants Joe Edmonds and Jane Doe Edmonds are  
9 employers. The FLSA defines “employer” as any individual who acts directly or  
10 indirectly in the interest of an employer in relation to an employee. At all relevant times,  
11 Defendants Joe Edmonds and Jane Doe Edmonds were the owners of ZipRecruiter. At  
12 all relevant times, they had the authority to hire and fire employees, supervised and  
13 controlled work schedules or the conditions of employment, determined the rate and  
14 method of payment, and maintained employment records in connection with Plaintiff’s  
15 and the Collective Members’ employment with ZipRecruiter. As persons who acted in  
16 the interest of ZipRecruiter in relation to ZipRecruiter’s employees, including Plaintiff,  
17 Defendants Joe Edmonds and Jane Doe Edmonds are subject to individual liability under  
18 the FLSA.  
19  
20  
21

22       24. Defendants, and each of them, are sued in both their individual and  
23 corporate capacities.

24       25. Defendants are jointly and severally liable for the injuries and damages  
25 sustained by Plaintiff and the Collective Members.  
26  
27

1           26.    At all relevant times, Plaintiff and the Collective Members were  
2 “employees” of Defendants as defined by the FLSA, 29 U.S.C. § 201, *et seq.*

3           27.    The provisions set forth in the FLSA, 29 U.S.C. § 201, *et seq.*, apply to  
4 Defendants.

5           28.    At all relevant times, Defendants were and continue to be “employers” as  
6 defined by FLSA, 29 U.S.C. § 201, *et seq.*

7           29.    Defendants individually and/or through an enterprise or agent, directed and  
8 exercised control over Plaintiff’s and the Collective Members’ work and wages at all  
9 relevant times.  
10

11           30.    At all relevant times, Plaintiff and the Collective Members in their work for  
12 Defendants, were engaged in commerce or the production of goods for commerce.  
13

14           31.    At all relevant times, Plaintiff and the Collective Members, in their work  
15 for Defendants, were employed by an enterprise engaged in commerce that had annual  
16 gross sales of at least \$500,000.  
17

18           32.    At all relevant times, all Defendants were joint employers of Plaintiff and  
19 the Collective Members. At all relevant times: (1) Defendants were not completely  
20 disassociated with respect to the employment of Plaintiff and the Collective Members;  
21 and (2) Defendants were under common control. In any event, at all relevant times,  
22 Defendants were joint employers under the FLSA, 29 C.F.R. § 791.2(b), and *Chao v. A-  
23 One Med. Servs., Inc.*, 346 F.3d 908, 917-918 (9th Cir. 2003), and employed Plaintiff and  
24 the Collective Members.  
25  
26  
27

BENDAU & BENDAU PLLC  
P.O. Box 97066  
Phoenix, AZ 85060

**FACTUAL ALLEGATIONS**

1  
2 33. Plaintiff realleges and incorporates by reference all allegations in all  
3 preceding paragraphs.

4 34. Defendants own and/or operate as ZipRecruiter, Inc., an enterprise located  
5 in Maricopa County, Arizona.  
6

7 35. ZipRecruiter has offices located in both Tempe, Arizona and Santa Monica,  
8 California.

9 36. At all relevant times in their work for Defendants in the Covered Positions,  
10 Plaintiff and the Collective Members performed and continue to perform straightforward  
11 inside sales tasks.  
12

13 37. At all relevant times in their work for Defendants, Account Managers had  
14 and have the primary job duty of cold-calling and emailing current and potential  
15 customers to obtain the customer’s agreement to use ZipRecruiter’s services, which  
16 generally consists of job board advertising and career recruitment tools to fill customers’  
17 job vacancies.  
18

19 38. At all relevant times in their work for Defendants, Account Managers are  
20 and have been classified as FLSA-exempt and paid a base salary plus commissions based  
21 entirely on sales performance.  
22

23 39. On approximately December 1, 2017, Plaintiff began employment with  
24 Defendants as an Account Manager, performing primarily non-exempt tasks, such as  
25 cold-calling and emailing current and potential customers to obtain the customer’s  
26  
27

BENDAU & BENDAU PLLC  
P.O. Box 97066  
Phoenix, AZ 85060



1 agreement to use ZipRecruiter’s services, which generally consists of job board  
2 advertising and career recruitment tools to fill customers’ job vacancies.

3 40. At all relevant times during Plaintiff’s employment, Defendants paid  
4 Plaintiff \$24.04 per hour, or effectively paid Plaintiff approximately \$52,000 annually.  
5

6 41. In his work for the Defendants, the Defendants did not compensate Plaintiff  
7 or the Collective Members on a salary basis.

8 42. In their work for the Defendants, the Defendants regularly and consistently  
9 reduced Plaintiff’s and the Collective Members’ compensation because of variations in  
10 quantity of the work that Plaintiff performed.  
11

12 43. Rather than paying their Account Managers—including Plaintiff and the  
13 Collective Members—an overtime premium for time spent working in excess of 40 hours  
14 in a given workweek, Defendants misclassified them as “exempt” in order to avoid their  
15 responsibilities under the FLSA.  
16

17 44. In a given workweek, and during each and every workweek, of Plaintiff’s  
18 and the Collective Members’ employment with Defendants, they worked between five (5)  
19 and twenty-five (25) hours of overtime without being compensated at one-and-one-half  
20 times their regular rates of pay for such time worked.  
21

22 45. In their work for Defendants, Plaintiff and the Collective Members were  
23 non-exempt employees.

24 46. At all relevant times, Defendants have required and require their Account  
25 Managers to be constantly available by phone and email and immediately responsive to  
26 customers’ needs, as well as in touch with each other.  
27

1           47.    At all relevant times, Defendants have required and require their Account  
2 Managers to work continuously through the day, communicating with potential and  
3 current customers by phone, text, and email, finalizing contracts.

4           48.    ZipRecruiter also sets challenging sales quotas, enforces them harshly, and  
5 fosters an intensely competitive culture.  
6

7           49.    These factors cause Plaintiff to consistently work significant overtime.

8           50.    ZipRecruiter requires its Account Managers to work at least 40 hours per  
9 week in the office (separate from any time worked at home).  
10

11           51.    Because of the nature of the work and demands placed by ZipRecruiter,  
12 management is aware that Plaintiff and the Collective Members consistently work  
13 through lunch (either skipping lunch or eating at their desks while working).

14           52.    In addition, Plaintiff and the Collective Members work extensive time  
15 outside of normal business hours, during mornings, evenings, and weekends.  
16

17           53.    In their work for Defendants, Plaintiff and the Collective Members were  
18 not outside sales employees.

19           54.    In their work for Defendants, Plaintiff and the Collective Members were  
20 not customarily and regularly engaged away from ZipRecruiter's place or places of  
21 business in performing their primary duties.  
22

23           55.    In their work for Defendants, Plaintiff and the Collective Members were  
24 not commissioned sales employees half of whose total earnings consisted of  
25 commissions.  
26  
27

1           56. At no point during any workweek during which Plaintiff and Collective  
2 Members worked for Defendants did more than half of their total earnings consist of  
3 commissions.

4           57. In their work for Defendants in the Covered Positions, Plaintiff's and the  
5 Collective Members' primary duty was not managing the enterprise that is ZipRecruiter  
6 or managing a customarily recognized department or subdivision of the enterprise that is  
7 ZipRecruiter.  
8

9           58. In their work for Defendants in the Covered Positions, Plaintiff and the  
10 Collective Members did not customarily and regularly direct the work of at least two or  
11 more other full-time employees or their equivalent.  
12

13           59. In their work for Defendants in the Covered Positions, Plaintiff and the  
14 Collective Members did not have the authority to hire or fire other employees, nor were  
15 their suggestions or recommendations as to the hiring, firing, advancement, promotion, or  
16 any other change in status of other employees given particular weight.  
17

18           60. In their work for Defendants in the Covered Positions, Plaintiff's and the  
19 Collective Members' primary duty was not the performance of office or non-manual  
20 work directly related to the management or general business operations of ZipRecruiter  
21 or ZipRecruiter's customers.  
22

23           61. In their work for Defendants in the Covered Positions, Plaintiff's and the  
24 Collective Members' primary duty did not include the exercise of discretion and  
25 independent judgment with respect to matters of significance.  
26  
27

1           62. From the beginning of Plaintiff's and the Collective Members' employment  
2 through the present day, Defendants failed to properly compensate Plaintiff and the  
3 Collective Members for any of their overtime hours. During each and every workweek  
4 during which Plaintiff and the Collective Members worked for Defendants, they worked  
5 approximately forty-five (45) to sixty (65) hours per week, including routinely working  
6 through lunch periods, routinely working from home after regular business hours, and  
7 routinely working from home on weekends for which time Defendants failed to  
8 accurately record Plaintiff's and the Collective Members' time worked while suffering or  
9 permitting them to work nonetheless.  
10

11  
12           63. Defendants refused and/or failed to properly disclose to or apprise Plaintiff  
13 and the Collective Members of their rights under the FLSA.

14           64. Defendants engaged in the regular practice of willfully failing to pay  
15 Plaintiff and the Collective Members one-and-one-half times their regular rates of pay for  
16 all time that they suffered or permitted Plaintiff and Collective Members to work in  
17 excess of forty (40) hours per workweek.  
18

19           65. As a result of Defendants' willful failure to pay Plaintiff and Collective  
20 Members one-and-one-half times their regular rates of pay for all work in excess of forty  
21 (40) hours per workweek, Defendants paid Plaintiff and the Collective Members less than  
22 the applicable overtime wage rate for such work that Plaintiff and the Collective  
23 Members performed in excess of forty (40) hours per workweek.  
24

25           66. Defendants engaged in the regular practice of failing to accurately, if at all,  
26 record the time during which Defendants suffered or permitted Plaintiff and the  
27

1 Collective Members to work. As such, Plaintiff's and the Collective Members' time  
2 records understate the duration of time each workweek that Defendants suffered or  
3 permitted Plaintiff and the Collective Members to work.

4 67. As a result of Defendants' willful failure to compensate Plaintiff and the  
5 Collective Members the applicable overtime wage rate for such hours worked,  
6 Defendants have violated 29 U.S.C. § 207(a).

7 68. Defendants knew that – or acted with reckless disregard as to whether –  
8 their failure to pay to Plaintiff and the Collective Members one-and-one-half times their  
9 regular rates of pay for all work in excess of forty (40) hours per workweek, would  
10 violate federal and state law, and Defendants were aware of the FLSA overtime wage  
11 requirements during Plaintiff's employment. As such, Defendants' conduct constitutes a  
12 willful violation of the FLSA.

13 69. Defendants have and continue to willfully violate the FLSA by not paying  
14 Plaintiff and the Collective Members one-and-one-half times their regular rates of pay for  
15 all work in excess of forty (40) hours per workweek.

16 70. Defendants individually and/or through an enterprise or agent, directed and  
17 exercised control over Plaintiff's and the Collective Members' work and wages at all  
18 relevant times.

19 71. In a given workweek, and during each and every workweek of Plaintiff's  
20 and the Collective Members' employment with Defendants, Plaintiff and the Collective  
21 Members worked for Defendants for more than 40 hours and were not paid the applicable  
22

1 overtime wage premium of one and one-half times their regular rates of pay under the  
2 FLSA 29, U.S.C. § 207(a).

3 72. Plaintiff and the Collective Members are covered employees within the  
4 meaning of the Fair Labor Standards Act (“FLSA”).

5  
6 73. Defendants wrongfully withheld wages from Plaintiff and the Collective  
7 Members by failing to pay all wages due for hours Plaintiff and the Collective Members.

8 74. Due to Defendants’ illegal wage practices, Plaintiff and the Collective  
9 Members are entitled to recover from Defendants compensation for unpaid minimum  
10 wages, an additional amount equal amount as liquidated damages, interest, and  
11 reasonable attorney’s fees and costs of this action under 29 U.S.C. § 216(b).

12 **COLLECTIVE ACTION ALLEGATIONS**

13  
14 75. Plaintiff realleges and incorporates by reference all allegations in all  
15 preceding paragraphs.

16  
17 76. Plaintiff brings this action pursuant to 29 U.S.C. § 216(b) on their own  
18 behalves and as representatives of individuals similarly situated who are current or  
19 former Account Managers of Defendants.

20  
21 77. Plaintiff brings this action pursuant to 29 U.S.C. § 216(b) on their own  
22 behalves and as representatives of individuals similarly situated who are current and  
23 former Account Managers of Defendants, who are not or were not paid one-and-one-half  
24 times their regular rates of pay for all time in excess of forty (40) hours per workweek  
25 that Defendants suffered or permitted them to work, in violation of pursuant to 29 U.S.C.  
26 § 207(a), who agree in writing to join this lawsuit seeking recovery under the FLSA.  
27

BENDAU & BENDAU PLLC  
P.O. Box 97066  
Phoenix, AZ 85060

1           78. At all relevant times, Plaintiff and the Collective Members are and have  
2 been similarly situated, have had substantially similar job requirements and pay  
3 provisions, and are and have been subject to Defendants' decision, policy, plan, and  
4 common programs, practices, procedures, protocols, routines, and rules of willfully  
5 failing and refusing to pay and one-and-one-half times Plaintiff's and the Collective  
6 Members' regular rates of pay for all time in excess of forty (40) hours per workweek  
7 that Defendants suffered or permitted them to work. Plaintiff's claims stated herein are  
8 essentially the same as those of the Collective Members. This action is properly  
9 maintained as a collective action because in all pertinent aspects the employment  
10 relationship of individuals similarly situated to Plaintiff are identical.

11           79. Plaintiff and the Collective Members worked more than forty (40) hours in  
12 a given workweek without being compensated for the hours worked in excess of forty  
13 (40) during that workweek. Further, Plaintiff and the Collective Members worked more  
14 than forty (40) hours in a given workweek without being compensated for the overtime  
15 hours worked during that workweek.

16           80. At all relevant times during Plaintiff's employment, Defendants paid  
17 Plaintiff \$24.04 per hour, or effectively paid Plaintiff approximately \$52,000 annually.

18           81. In his work for the Defendants, the Defendants did not compensate Plaintiff  
19 or the Collective Members on a salary basis.

20           82. In their work for the Defendants, the Defendants regularly and consistently  
21 reduced Plaintiff's and the Collective Members' compensation because of variations in  
22 quantity of the work that Plaintiff performed.

1           83. In a given workweek, and during each and every workweek, of Plaintiff's  
2 and the Collective Members' employment with Defendants, they worked between five  
3 and twenty-five (25) hours of overtime without being compensated at one-and-one-half  
4 times their regular rate of pay for such time worked.

5  
6           84. Although Defendants permitted and/or required the Collective Members to  
7 work in excess of forty (40) hours per workweek, Defendants have denied them full  
8 compensation for their hours worked over forty (40) in a given workweek.

9  
10           85. The Collective Members perform or have performed the same or similar  
11 work as the Plaintiff.

12           86. The Collective Members regularly work or have worked in excess of forty  
13 (40) hours during a given workweek.

14           87. The Collective Members are not exempt from receiving overtime pay.

15  
16           88. As such, the Collective Members are similar to Plaintiff in terms of job  
17 duties, pay structure, and/or the denial of overtime.

18           89. Defendants' failure to pay overtime compensation required by the FLSA  
19 results from generally applicable policies or practices and does not depend on the  
20 personal circumstances of the Collective Members.

21  
22           90. The experiences of Plaintiff, with respect to their pay, are typical of the  
23 experiences of the Collective Members.

24           91. The specific job titles or precise job responsibilities of each Collective  
25 Member does not prevent collective treatment.  
26  
27



1 92. All class members, irrespective of their particular job requirements, are  
2 entitled to compensation for hours worked in excess of forty (40) during a given  
3 workweek.

4 93. Although the exact amount of damages may vary among the Collective  
5 Members, the damages for the Collective Members can be easily calculated by a simple  
6 formula. The claims of all Collective Members arise from a common nucleus of facts.  
7 Liability is based on a systematic course of wrongful conduct by the Defendants that  
8 caused harm to all of the Collective Members.  
9

10 94. As such, Plaintiff brings his FLSA overtime claims as a collective action on  
11 behalf of the following class:  
12

13 **The FLSA Collective Members are all of Defendants' current and**  
14 **former Account Managers who worked for Defendants at any time**  
15 **starting three years before this lawsuit was filed up to the present.**

16 95. Defendants' unlawful conduct, as described in this Collective Action  
17 Complaint, is pursuant to a corporate policy or practice of minimizing labor costs by  
18 manipulating and/or failing to properly record the hours the employees work.

19 96. Defendants are aware or should have been aware that federal law required  
20 them to pay employees performing non-exempt duties an overtime premium of not less  
21 than one-and-one-half times their regular rates of pay for hours worked in excess of forty  
22 (40) per workweek.  
23

24 97. Defendants' unlawful conduct has been widespread, repeated, and  
25 consistent.  
26  
27

BENDAU & BENDAU PLLC  
P.O. Box 97066  
Phoenix, AZ 85060

1  
2  
3  
4  
5  
6  
7  
8  
9  
10  
11  
12  
13  
14  
15  
16  
17  
18  
19  
20  
21  
22  
23  
24  
25  
26  
27

98. This action is properly brought under and maintained as an opt-in collective action pursuant to 29 U.S.C. § 216(b).

99. The Collective Members perform or have performed the same or similar work as Plaintiff.

100. Upon information and belief, the individuals similarly situated to Plaintiff include more than five hundred (500) employees currently and/or formerly employed by Defendants, and Plaintiff is unable to state the precise number of similarly-situated employees because that information is solely in Defendants' possession or control, but it can be readily ascertained from their employment records and the records of its payroll processor.

101. Notice can be provided to the Collective Members via first class mail to the last address known to Defendants, via email at the last known email address known to Defendants, and via text message at the last known telephone number known to Defendants.

102. Plaintiff's claims stated in this complaint are essentially the same as those of the Collective Members. This action is properly maintained as a collective action because in all pertinent aspects the employment relationship of individuals similarly situated to Plaintiff is identical or substantially similar.

**DAMAGES**

103. Plaintiff realleges and incorporate by reference all allegations in all preceding paragraphs.

1           104. Plaintiff and the Collective Members are entitled to recover overtime  
2 compensation for the hours they worked in excess of 40 hours in a given workweek for  
3 which they were not paid at the federally mandated overtime rate—i.e., Plaintiff and the  
4 Collective Members are entitled one and one-half times their regular rates of pay for all  
5 time spent working in excess of 40 hours per week for Defendants.  
6

7           105. Plaintiff and the Collective Members are also entitled to an amount equal to  
8 all of their unpaid wages as liquidated damages. 29 U.S.C. § 216(b).  
9

10           106. Plaintiff and the Collective Members are also entitled to recover their  
11 attorney’s fees and costs as required by the FLSA. 29 U.S.C. § 216(b).  
12

13                           **COUNT ONE: FAIR LABOR STANDARDS ACT**  
14                           **UNPAID OVERTIME**

15           107. Plaintiff realleges and incorporates by reference all allegations in all  
16 preceding paragraphs.  
17

18           108. Defendants misclassified Plaintiff and the Collective Members as “exempt”  
19 from overtime under the FLSA.  
20

21           109. Defendants operated pursuant to their policy and practice of not paying  
22 Plaintiff and the Collective Members one and one-half times their regular rates of pay for  
23 all time spent working in excess of 40 hours per workweek.  
24

25           110. While employed by Defendants, Plaintiff and the Collective Members  
26 worked tens of hours of overtime per week each and every workweek for which they  
27 worked for Defendants, and Defendants did not pay to Plaintiff and the Collective  
Members one-and-one-half times their regular rate of pay for such time.

1           111. As a result, Defendants have intentionally failed and/or refused to pay  
2 Plaintiff and the Collective Members overtime according to the provisions of the FLSA.

3           112. Defendants further have engaged in a widespread pattern and practice of  
4 violating the provisions of the FLSA by failing and/or refusing to pay Plaintiff and the  
5 Collective Members in accordance with 29 U.S.C. § 207.  
6

7           113. Plaintiff and the Collective Members believe and therefore aver that  
8 Defendants owe them unpaid overtime wages for each and every pay period for the  
9 duration of their employment.  
10

11           114. Additionally, while employed by Defendants, during each and every  
12 workweek during which Plaintiff and the Collective Members worked, Defendants  
13 suffered or permitted Plaintiff and the Collective Members to work overtime hours during  
14 lunch breaks, outside of normal business hours and on weekends, yet Defendant did not  
15 pay Plaintiff or the Collective Members any wage whatsoever for such time Plaintiff and  
16 the Collective Members worked. As a result, Defendants failed or refused to compensate  
17 Plaintiff and the Collective Members one-and-one-half times their regular rates of pay for  
18 hours Plaintiff and the Collective Members worked outside of normal business hours and  
19 on weekends.  
20  
21

22           115. As a result, Defendants have intentionally failed and/or refused to pay  
23 Plaintiff and the Collective Members overtime according to the provisions of the FLSA.

24           116. Defendants further have engaged in a widespread pattern and practice of  
25 violating the provisions of the FLSA by failing to pay Plaintiff and the Collective  
26 Members in accordance with 29 U.S.C. § 207.  
27

1           117. Although at this stage, Plaintiff and the Collective Members are unable to  
2 state the exact amount owed for all time worked during the course of their employment,  
3 Plaintiff and the Collective Members believe that such information will become available  
4 during the course of discovery. Furthermore, when an employer fails to keep complete  
5 and accurate time records, employees may establish the hours worked by their testimony,  
6 and the burden of overcoming such testimony shifts to the employer.

8           118. Defendants knew that – or acted with reckless disregard as to whether –  
9 their refusal or failure to properly compensate Plaintiff and the Collective Members over  
10 the course of their employment would violate federal and state law, and Defendants were  
11 aware of the FLSA minimum wage requirements during Plaintiff’s and the Collective  
12 Members’ employment. As such, Defendants’ conduct constitutes a willful violation of  
13 the FLSA.

16           119. Defendants have and continue to willfully violate the FLSA by not paying  
17 Plaintiff and the Collective Members a wage equal to one and one-half times their regular  
18 rates of pay for all time spent performing labor for Defendants in excess of their regular  
19 40-hour workweek.

21           120. As a result of Defendants failure or refusal to pay Plaintiff and the  
22 Collective Members a wage equal to one- and one-half times Plaintiff’s and the  
23 Collective Members’ regular rates of pay for work they performed for Defendants in  
24 excess of their regular 40-hour workweek, Defendants violated 29 U.S.C. § 207(a).  
25 Plaintiff and the Collective Members are therefore entitled to compensation of one-and-  
26 one-half times their regular rates of pay, to be proven at trial, plus an additional equal  
27

1 amount as liquidated damages, together with interest, reasonable attorney’s fees, and  
2 costs.

3 WHEREFORE, Plaintiff, Oscar Alvarado, individually, and on behalf of all other  
4 similarly situated persons, requests that this Court grant the following relief in Plaintiff’s  
5 and the Collective Members’ favor, and against Defendants:  
6

7 A. For the Court to declare and find that the Defendants committed one or  
8 more of the following acts:

9 i. violated the overtime provisions of the FLSA, 29 U.S.C. § 207, by  
10 failing to pay proper minimum wages; and

11 ii. willfully violated minimum wage provisions of the FLSA, 29 U.S.C.  
12 § 207;  
13

14 B. For the Court to award damages in the amounts of all unpaid overtime  
15 wages due and owing to Plaintiff and the Collective Members;  
16

17 C. For the Court to award compensatory damages, including liquidated  
18 damages pursuant to 29 U.S.C. § 216(b), in amounts to be determined at  
19 trial;  
20

21 D. For the Court to award prejudgment and post-judgment interest on any  
22 damages awarded;

23 E. For the Court to award Plaintiff’s and the Collective Members’ reasonable  
24 attorneys’ fees and costs of the action pursuant to 29 U.S.C. § 216(b) and  
25 all other causes of action set forth in this Complaint;  
26  
27

BENDAU & BENDAU PLLC  
P.O. Box 97066  
Phoenix, AZ 85060

- 1 F. For the Court to provide reasonable incentive awards for each named
- 2 Plaintiff to compensate them for the time they spent attempting to recover
- 3 wages for the Collective Members and for the risks they took in doing so;
- 4 and
- 5
- 6 G. Such other relief as this Court deems just and proper.

**REQUEST FOR COLLECTIVE ACTION CERTIFICATION**

8 Plaintiff requests that the Court designate this action as a collective action on  
9 behalf of the FLSA Collective Members and promptly issue a notice pursuant to 29  
10 U.S.C. § 216(b) to all similarly situated members of the FLSA opt-in class, apprising  
11 them of the pendency of this action, and permitting them to timely assert FLSA claims in  
12 this action by filing individual Consent to Sue Forms pursuant to 29 U.S.C. § 216(b).

**JURY TRIAL DEMAND**

15 Plaintiff demands a trial by jury on all issues so triable.

18 RESPECTFULLY SUBMITTED this 11<sup>th</sup> day of February 2019.

19 BENDAU & BENDAU PLLC

21 By: /s/ Clifford P. Bendau, II  
22 Clifford P. Bendau, II  
23 Christopher J. Bendau

BENDAU & BENDAU PLLC  
P.O. Box 97066  
Phoenix, AZ 85060

1  
2  
3  
4  
5  
6  
7  
8  
9  
10  
11  
12  
13  
14  
15  
16  
17  
18  
19  
20  
21  
22  
23  
24  
25  
26  
27

UNITED STATES DISTRICT COURT  
DISTRICT OF ARIZONA

**Civil Cover Sheet**

This automated JS-44 conforms generally to the manual JS-44 approved by the Judicial Conference of the United States in September 1974. The data is required for the use of the Clerk of Court for the purpose of initiating the civil docket sheet. The information contained herein neither replaces nor supplements the filing and service of pleadings or other papers as required by law. This form is authorized for use only in the District of Arizona.

**The completed cover sheet must be printed directly to PDF and filed as an attachment to the Complaint or Notice of Removal.**

**Plaintiff(s): Oscar Alvarado**

County of Residence: Maricopa

County Where Claim For Relief Arose: Maricopa

Plaintiff's Atty(s):

**Clifford Phillip Bendau II, Founding Partner  
Bendau & Bendau PLLC  
P.O. Box 97066  
Phoenix, Arizona 85060  
480-382-5176**

**Christopher Jacob Bendau , P.O. Box 97066  
Bendau & Bendau PLLC  
P.O. Box 97066  
Phoenix, Arizona 85060  
480-382-5033**

**ZipRecruiter, Inc. ; Ian Siegel ;  
Defendant(s): Jane Doe Siegel ; Joe Edmonds ;  
Jane Doe Edmonds**

County of Residence: Maricopa

Defendant's Atty(s):

II. Basis of Jurisdiction:

**3. Federal Question (U.S. not a party)**

III. Citizenship of Principal  
Parties (Diversity Cases Only)

Plaintiff:- N/A

Defendant:- N/A



IV. Origin : **1. Original Proceeding**

V. Nature of Suit: **710 Fair Labor Standards Act**

VI. Cause of Action: **29 U.S.C. § 201, et seq.; failure to pay overtime.**

VII. Requested in Complaint  
Class Action: **No**  
Dollar Demand:  
Jury Demand: **Yes**

VIII. This case is not related to another case.

---

**Signature: s/ Clifford P. Bendau, II**

**Date: 2/11/19**

**If any of this information is incorrect, please go back to the Civil Cover Sheet Input form using the *Back* button in your browser and change it. Once correct, save this form as a PDF and include it as an attachment to your case opening documents.**

Revised: 01/2014

---

1 **BENDAU & BENDAU PLLC**  
 2 Clifford P. Bendau, II (AZ Bar No. 030204)  
 3 Christopher J. Bendau (AZ Bar No. 032981)  
 4 P.O. Box 97066  
 5 Phoenix, Arizona 85060  
 6 Telephone: (480) 382-5176  
 7 Fax: (480) 304-3805  
 8 Email: [cliffordbendau@bendaulaw.com](mailto:cliffordbendau@bendaulaw.com)  
 9 [chris@bendaulaw.com](mailto:chris@bendaulaw.com)  
 10 *Attorneys for Plaintiff*

6 UNITED STATES DISTRICT COURT  
 7 DISTRICT OF ARIZONA

9 **Oscar Alvarado**, individually, and on  
 10 behalf of all others similarly situated,

11 Plaintiff,

12 v.

13 **ZipRecruiter, Inc.**, a California  
 14 Corporation; **Ian Siegel and Jane Doe**  
 15 **Siegel**, a married couple; and **Joe**  
 16 **Edmonds and Jane Doe Edmonds**, a  
 17 married couple,

18 Defendants.

No.

**PLAINTIFF OSCAR ALVARADO'S  
 CONSENT TO JOIN COLLECTIVE  
 ACTION AS NAMED PLAINTIFF**

18 I, Oscar Alvarado, do hereby consent to be a party plaintiff to the above-entitled  
 19 action. I have read the complaint to be filed in the United States District Court for the  
 20 District of Arizona and authorize my attorneys, Bendau & Bendau PLLC, and their  
 21 associated attorneys ("the Attorneys"), to file the Complaint on my behalf and for other  
 22 employees similarly situated. I authorize the Attorneys to represent me in the Lawsuit  
 23 and make decisions on my behalf, including how to conduct the Lawsuit, settlement, and  
 24 all other matters related to the Lawsuit. I agree to provide the Attorneys forty percent  
 25 (40%) of any recovery they obtain on my behalf in the Lawsuit or the reasonable hourly  
 26  
 27

BENDAU & BENDAU PLLC  
 P.O. Box 97066  
 Phoenix, AZ 85060

1 value of their legal services for time expended in the Lawsuit, as paid by Defendants,  
2 whichever is greater. I authorize the Attorneys to deduct from any recovery my pro rata  
3 share of any reasonable costs incurred by the Attorneys on my behalf.

4 DocuSigned by:

5 *Oscar Alvarado*

2/10/2019

6 Oscar Alvarado

Date

BENDAU & BENDAU PLLC  
P.O. Box 97066  
Phoenix, AZ 85060

7  
8  
9  
10  
11  
12  
13  
14  
15  
16  
17  
18  
19  
20  
21  
22  
23  
24  
25  
26  
27

# ClassAction.org

This complaint is part of ClassAction.org's searchable class action lawsuit database and can be found in this post: [ZipRecruiter Misclassified Former Account Manager as Overtime-Exempt, Lawsuit Claims](#)

---