

1 Clifford P. Bendau, II (030204)  
2 Christopher J. Bendau (032981)  
3 THE BENDAU LAW FIRM PLLC  
4 P.O. Box 97066  
5 Phoenix, Arizona 85018  
6 Telephone: (480) 382-5176  
7 Facsimile: (602) 956-1409  
8 Email: [cliffordbendau@bendaulaw.com](mailto:cliffordbendau@bendaulaw.com)  
9 [chris@bendaulaw.com](mailto:chris@bendaulaw.com)  
10 *Attorneys for Plaintiffs*

11 UNITED STATES DISTRICT COURT  
12 DISTRICT OF ARIZONA

13 **Pete Perez**, individually, and on behalf of  
14 all others similarly situated,

No. \_\_\_\_\_

15 Plaintiffs,

**COLLECTIVE ACTION  
COMPLAINT PURSUANT TO 29  
U.S.C. § 201, ET SEQ.**

16 v.

17 **Saguaro Landscaping and Pool Service,  
18 L.L.C.**, an Arizona Limited Liability  
19 Company, and **Steve Mascorro and  
20 Susana Mascorro**, a Married Couple,

21 Defendants.

22 Plaintiffs, **Pete Perez** (“Plaintiff”), individually, and on behalf of all other persons  
23 similarly situated, allege as follows:

24 **PRELIMINARY STATEMENT**

25 1. Plaintiff brings this action on behalf of themselves and all similarly-situated  
26 current and former Landscaping Foremen and Technicians<sup>1</sup> of Defendants Saguaro

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

THE BENDAU LAW FIRM PLLC  
P.O. Box 97066  
Phoenix, AZ 85060

1 Landscaping and Pool Services, L.L.C. (“Defendant Saguaro”), and Steve Mascorro, and  
2 Susana Mascorro (collectively, “Defendants”) who were compensated at a straight-time  
3 rate for all hours worked, regardless of whether those hours exceeded 40 in any given  
4 workweek.

5  
6 2. Plaintiff, individually, and on behalf of all others similarly-situated, brings  
7 this action against Defendants for their unlawful failure to pay overtime in violation of  
8 the Fair Labor Standards Act, 29 U.S.C. § 201-219 (the “FLSA”).

9  
10 3. Plaintiff brings a collective action under the FLSA to recover the unpaid  
11 overtime owed to him individually and on behalf of all other similarly-situated  
12 employees, current and former, of Defendants. Members of the Collective Action are  
13 referred to as the “Collective Members.”

14  
15 4. The Collective Members are all current and former Landscaping Foremen  
16 and Technicians who were employed by Defendants at any time starting three years  
17 before this Complaint was filed, up to the present.

18  
19 5. This is an action for unpaid wages, liquidated damages, interest, attorneys’  
20 fees, and costs under the FLSA.

21  
22 6. The FLSA was enacted “to protect all covered workers from substandard  
23 wages and oppressive working hours.” Under the FLSA, employers must pay all non-  
24 exempt employees an overtime premium for all time spent working in excess of 40 hours  
25 per week.

26  
27 7. Defendants engaged in the regular policy and practice of misclassifying  
their Landscaping Foremen and Technicians as independent contractors rather than

1 employees. Specifically, Defendants subjected Plaintiff and the Collective Members to  
2 their policy and practice of misclassifying their Landscaping Foremen and Technicians,  
3 who were employees, as independent contractors and then failing and/or refusing to pay  
4 them overtime for time they worked in excess of 40 hours per week, in violation of 29  
5 U.S.C. § 207(a).  
6

7 8. Therefore, Defendants did not pay Plaintiff or the Collective Members the  
8 applicable overtime rate, in violation of 29 U.S.C. § 207.  
9

### 10 JURISDICTION AND VENUE

11 9. Plaintiff realleges and incorporates by reference all allegations in all  
12 preceding paragraphs.

13 10. This Court has subject matter jurisdiction pursuant to 28 U.S.C. § 1331 and  
14 29 U.S.C. § 201, *et seq.* because this action arises under the Constitution and laws of the  
15 United States.  
16

17 11. Venue is proper in this district pursuant to 28 U.S.C. § 1391(b) and (c)  
18 because acts giving rise to the claims of Plaintiff and the Collective Members occurred  
19 within the District of Arizona, and Defendants regularly conduct business in and have  
20 engaged in the conduct alleged in the Complaint – and, thus, are subject to personal  
21 jurisdiction in – this judicial district.  
22

### 23 PARTIES

24 12. Plaintiff realleges and incorporate by reference all allegations in all  
25 preceding paragraphs.  
26  
27

1           13. At all times material to the matters alleged in this Complaint, Plaintiff was  
2 an individual residing in Maricopa County, Arizona, and is a former employee of  
3 Defendants.

4           14. At all material times, Plaintiff was a full-time, non-exempt employee of  
5 Defendants from approximately September 1, 2016 through approximately May 5, 2016.  
6

7           15. Throughout Plaintiff Perez's entire employment, he was paid  
8 approximately \$700 per week, regardless of the amount of hours he worked for  
9 Defendants.  
10

11           16. At all material times, Plaintiff was employed by Defendants but classified  
12 and paid as an independent contractor. Defendants employed Plaintiff to perform various  
13 landscaping and pool service-related duties, which generally consisted of, but were not  
14 limited to, lawn mowing and edging; weed control; fertilization; pet waste removal; de-  
15 thatching; winder lawn over-seeding; installing sod; planting, pruning, shaping, cutting  
16 back, thinning, fertilizing, and removing trees; palm tree cleaning and shaving; repairing  
17 and installing pool equipment; draining pools; acid washing pools; fixing pool leaks;  
18 cleaning and repair pool tile; cleaning pool filters; installing, cleaning, and repairing  
19 masonry; installing and repairing irrigation, including drips and bubblers; installation and  
20 removal rock and gravel; installing landscaping and pool lighting; building and repairing  
21 fireplaces, fire pits, and barbeques; and other landscaping and pool service-related work  
22 that Defendants required him to do.  
23  
24  
25  
26  
27

1           17. At all material times, Plaintiff was an employee of Defendants as defined  
2 by the FLSA, 29 U.S.C. § 203(e)(1) and was a non-exempt employee under 29 U.S.C. §  
3 213(a)(1).

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

7           19. Plaintiff brings this action on behalf of himself and on behalf of all other  
8 persons similarly situated who are current or former Landscaping Foremen and  
9 Technicians of Defendants, including but not limited to Landscaping Foremen and  
10 Technicians who agree in writing to join this action seeking recovery under the FLSA.

11           20. Plaintiff brings this action on behalf of himself and on behalf of all other  
12 similarly situated current and former employees of Defendants—specifically, Landscaping  
13 Foremen and Technicians who were not paid overtime for time worked in excess of 40  
14 hours in any given workweek and whose wages, therefore, were non-compliant with the  
15 FLSA.

16           21. Defendant Saguaro Landscaping and Pool Services, L.L.C. is an Arizona  
17 limited liability company, authorized to do business in the State of Arizona and was at all  
18 relevant times Plaintiff’s and the Collective Members’ Employer as defined by 29 U.S.C.  
19 § 203(d).

20           22. At all relevant times, Saguaro Landscaping and Pool Services, L.L.C.  
21 owned and operated as Saguaro Landscaping and Pools, a landscaping and pool service  
22 company in Gilbert, Maricopa County, Arizona.

1           23. Defendants Steve Mascorro and Susana Mascorrao are, upon information  
2 and belief, husband and wife. They have caused events to take place giving rise to the  
3 claims in this Complaint as to which their marital community is fully liable. Steve  
4 Mascorro and Susana Mascorrao are owners of Saguaro Landscaping and Pool Service,  
5 L.L.C., and were at all relevant times Plaintiff's and the Collective Members' employer  
6 as defined by the FLSA, 29 U.S.C. § 203(d).

8           24. Under the FLSA, Defendants Steve Mascorro and Susana Mascorrao 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. Steve Mascorro and  
11 Susana Mascorrao are the owners of Saguaro Landscaping and Pool Service, L.L.C. They  
12 had the authority to hire and fire employees, supervised and controlled work schedules or  
13 the conditions of employment, determined the rate and method of payment, and  
14 maintained employment records in connection with Plaintiff's and the Collective  
15 Members' employment with Saguaro Landscaping and Pool Service, L.L.C. As persons  
16 who acted in the interest of Saguaro Landscaping and Pool Service, L.L.C. in relation to  
17 the company's employees, Steve Mascorro and Susana Mascorrao are subject to  
18 individual liability under the FLSA.

19           25. Plaintiff is further informed, believes, and therefore alleges that each of the  
20 Defendants gave consent to, ratified, and authorized the acts of all other Defendants, as  
21 alleged in this Complaint.

22           26. Defendants, and each of them, are sued in both their individual and  
23 corporate capacities.  
24  
25  
26  
27

1           27. Defendants are jointly and severally liable for the injuries and damages  
2 sustained by Plaintiff and the Collective Members.

3           28. At all relevant times, Plaintiff and the Collective Members were  
4 “employees” of Defendants as defined by the FLSA, 29 U.S.C. § 201, *et seq.*  
5

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

8           30. At all relevant times, Defendants were and continue to be “employers” as  
9 defined by FLSA, 29 U.S.C. § 201, *et seq.*  
10

11           31. Defendants individually and/or through an enterprise or agent, directed and  
12 exercised control over Plaintiff’s and the Collective Members’ work and wages at all  
13 relevant times.

14           32. At all relevant times, Plaintiff and the Collective Members, in their work  
15 for Defendants, were engaged in commerce or the production of goods for commerce.  
16

17           33. At all relevant times, Plaintiff and the Collective Members, in their work  
18 for Defendants, were employed by an enterprise engaged in commerce that had annual  
19 gross sales of at least \$500,000.  
20

21           34. At all relevant times, all Defendants were joint employers of Plaintiff and  
22 the Collective Members. At all relevant times: (1) Defendants were not completely  
23 disassociated with respect to the employment of Plaintiff and the Collective Members;  
24 and (2) Defendants were under common control. In any event, at all relevant times,  
25 Defendants were joint employers under the FLSA and 29 C.F.R. § 791.2(b) and  
26 employed Plaintiff and the Collective Members.  
27

**FACTUAL ALLEGATIONS**

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

4 36. Defendants own and/or operate as Saguario Landscaping and Pools Service,  
5 L.L.C., an enterprise located in Maricopa County, Arizona.  
6

7 37. Saguario Landscaping and Pools Service, L.L.C. is an enterprise that is a  
8 self-described “Tree Cutting Service • Swimming Pool & Hot Tub Service • Landscape  
9 Company” whose primary marketplace offering is landscaping services, including  
10 “Landscaping & Pool service as well as maintenance,” that “provide[s] [customers] with  
11 any and all landscaping services.”  
12

13 38. On approximately September 1, 2016, Plaintiff began employment with  
14 Defendants as a landscaping technician foreman, performing various repetitive tasks such  
15 as lawn mowing and edging; weed control; fertilization; pet waste removal; de-thatching;  
16 winder lawn over-seeding; installing sod; planting, pruning, shaping, cutting back,  
17 thinning, fertilizing, and removing trees; palm tree cleaning and shaving; repairing and  
18 installing pool equipment; draining pools; acid washing pools; fixing pool leaks; cleaning  
19 and repair pool tile; cleaning pool filters; installing, cleaning, and repairing masonry;  
20 installing and repairing irrigation, including drips and bubblers; installation and removal  
21 rock and gravel; installing landscaping and pool lighting; building and repairing  
22 fireplaces, fire pits, and barbeques; and other landscaping and pool service-related work.  
23  
24

25 39. Rather than classify their Landscaping Foremen and Technicians as  
26 employees, Defendants classified them as independent contractors.  
27



1           40. Defendants misclassified all of their Landscaping Foremen and  
2 Technicians, including Plaintiff and the Collective Members, as independent contractors.

3           41. Despite Defendants having misclassified all of their Landscaping Foremen  
4 and Technicians, including Plaintiff and the Collective Members, as independent  
5 contractors, Plaintiff and the Collective Members were actually employees, as defined by  
6 the FLSA, 29 U.S.C. § 201 et seq.

7  
8           42. All of Defendants' Landscaping Foremen and Technicians, including  
9 Plaintiff and the Collective Members, in their work for Defendants, used Defendants'  
10 equipment and wore company uniforms.

11  
12           43. Defendants controlled their Landscaping Foremen and Technicians'  
13 schedules, including those of Plaintiff and the Collective Members.

14           44. At all relevant times, Plaintiff and the Collective Members were  
15 economically dependent on Defendants.

16  
17           45. The following further demonstrate that their Landscaping Foremen and  
18 Technicians, including Plaintiff and the Collective Members, were employees:

19           a. Defendants had the exclusive right to hire and fire their Landscaping  
20 Foremen and Technicians, including Plaintiff and the Collective  
21 Members;

22           b. Defendants made the decision not to pay overtime to their  
23 Landscaping Foremen and Technicians, including Plaintiff and the  
24 Collective Members;  
25  
26  
27

THE BENDAU LAW FIRM 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

- c. Defendants supervised their Landscaping Foremen and Technicians, including Plaintiff and the Collective Members, and subjected them to Defendants' rules;
- d. Defendants' Landscaping Foremen and Technicians, including Plaintiff and the Collective Members, had no financial investment with Defendants' business;
- e. Defendants' Landscaping Foremen and Technicians, including Plaintiff and the Collective Members, had no opportunity for profit or loss in the business;
- f. The services rendered by Defendants' Landscaping Foremen and Technicians, including Plaintiff and the Collective Members, in their work for Defendants was integral to Defendants' business;
- g. Defendants' Landscaping Foremen and Technicians, including Plaintiff and the Collective Members, were hired as permanent employees, working for Defendants for continuous unspecified amounts of time.

46. At all relevant times, Defendants did not pay Plaintiff or the Collective Members one and one half times their regular rates of pay for time spent working in excess of 40 hours in a given workweek.

47. Defendants classified their Landscaping Foremen and Technicians, including Plaintiff and the Collective Members, as independent contractors to avoid Defendants' obligation to pay their Landscaping Foremen and Technicians, including

1 Plaintiff and the Collective Members, one and one half time their regular rates of pay for  
2 all hours worked in excess of 40 hours per week.

3 48. Plaintiff and the Collective Members were non-exempt employees.

4 49. From the beginning of Plaintiff's and the Collective Members' employment  
5 through the present day, Defendants failed to properly compensate Plaintiff and the  
6 Collective Members for any of their overtime hours. During this time, Plaintiff and the  
7 Collective Members worked approximately between sixty (60) and seventy (70) hours  
8 per week.  
9

10 50. Plaintiff and the Collective Members were generally paid on a weekly, flat  
11 rate, and/or per-job basis.  
12

13 51. Plaintiff and the Collective Members were not managers. Plaintiff and the  
14 Collective Members did not have supervisory authority over any employees, did not  
15 possess the authority to hire or fire employees, did not possess authority to make critical  
16 job decisions with respect to any of Defendants' employees, did not direct the work of  
17 two or more employees, and did not exercise discretion and independent judgment with  
18 respect to matters of significance.  
19

20 52. Plaintiff's and the Collective Members' primary duty was not the  
21 management of the enterprise in which he was employed or any recognized department  
22 of the enterprise.  
23

24 53. From the beginning of Plaintiff's and the Collective Members' employment  
25 through the present day, Defendants failed to properly compensate them for any of their  
26 overtime hours.  
27

1           54. Defendants knew that – or acted with reckless disregard as to whether –  
2 their refusal or failure to properly compensate Plaintiff and the Collective Members over  
3 the course of their employment would violate federal and state law, and Defendants were  
4 aware of the FLSA overtime wage requirements during Plaintiff’s and the Collective  
5 Members’ employment. As such, Defendants’ conduct constitutes a willful violation of  
6 the FLSA.  
7

8           55. Defendants refused and/or failed to properly disclose to or apprise Plaintiff  
9 and the Collective Members of their rights under the FLSA.  
10

11           56. Therefore, in a given workweek, and during each and every workweek of  
12 Plaintiff’s and the Collective Members’ employment with Defendants, Plaintiff and the  
13 Collective Members were subject to Defendants’ policy and practice of not paying one  
14 and one half times Plaintiff’s and the Collective Members’ regular rates of pay.  
15

16           57. In a given workweek, and during each and every workweek of Plaintiff’s  
17 and the Collective Members’ employment with Defendants, Plaintiff and the Collective  
18 Members worked more than 40 hours but were not paid the applicable one and one half  
19 times Plaintiff’s and the Collective Members’ regular rates of pay for time they spent  
20 working in excess of 40 hours.  
21

22           58. Plaintiff believes and therefore claims that Defendants subjected each and  
23 every Landscaping Foreman and Technician that they employed, including Plaintiff and  
24 the Collective Members, to its policy and specific course of not paying one and one half  
25 times Plaintiff’s and the Collective Members’ regular rates of pay.  
26  
27



1 misclassifying their Landscaping Foremen and Technicians, who were actually  
2 employees, as independent contractors.

3 67. Defendants subjected all of their Landscaping Foremen and Technicians,  
4 including Plaintiff and the Collective Members, to their policy and practice of not paying  
5 their Landscaping Foremen and Technicians one and one-half times their regular rates of  
6 pay for time they spent working in excess of 40 hours in a given workweek, in violation  
7 of 29 U.S.C. § 207(a).  
8

9 68. At all times material, Plaintiff and the Collective Members are and have  
10 been similarly situated, have had substantially similar job requirements and pay  
11 provisions, and are and have been subject to Defendants' decision, policy, plan, and  
12 common programs, practices, procedures, protocols, routines, and rules of willfully  
13 subjecting Plaintiff and the Collective Members to their policy and practice of not paying  
14 their Landscaping Foremen and Technicians one and one-half times their regular rates of  
15 pay for time they spent working in excess of 40 hours in a given workweek, in violation  
16 of 29 U.S.C. § 207(a).  
17

18 69. Plaintiff's claims stated in this complaint are essentially the same as those  
19 of the Collective Members. This action is properly maintained as a collective action  
20 because in all pertinent aspects the employment relationship of individuals similarly  
21 situated to Plaintiff are identical or substantially similar.  
22

23 70. Plaintiff and the Collective Members were each compensated on a fixed  
24 weekly, hourly, flat rate, or per-job rate of compensation basis for the duration of their  
25 employment with Defendants.  
26  
27

1           71.    The Collective Members perform or have performed the same or similar  
2 work as Plaintiff.

3           72.    Defendants' failure to pay overtime compensation required by the FLSA  
4 results from generally applicable policies or practices, and does not depend on the  
5 personal circumstances of Plaintiff or the Collective Members.  
6

7           73.    While Plaintiff and Defendants have described Plaintiff's and the  
8 Collective Members' job titles as Landscaping Foremen and Technicians, the specific job  
9 titles or precise job responsibilities of each Collective Member does not prevent  
10 collective treatment.  
11

12           74.    All Collective Members, irrespective of their particular job requirements  
13 and job titles, are entitled to proper overtime wage compensation for all hours worked in  
14 excess of 40 in a given workweek.  
15

16           75.    Although the exact amount of damages may vary among the Collective  
17 Members, the damages for the Collective Members can be easily calculated by a simple  
18 formula. The claims of all Collective Members arise from a common nucleus of facts.  
19 Liability is based on a systematic course of wrongful conduct by the Defendants that  
20 caused harm to all of the Collective Members.  
21

22           76.    As such, Plaintiff brings his FLSA overtime wage claim as a collective  
23 action on behalf of the following class:

24                   **The FLSA Collective Members are all of Defendants' current**  
25                   **and former Landscaping Foremen and Technicians who were**  
26                   **not paid one and one half times their regular rates of pay for**  
27                   **time spent working in excess of 40 hours in a given workweek,**

1                   **starting three years before this lawsuit was filed up to the**  
2                   **present.**

3                   77. Defendants' unlawful conduct, as described in this Collective Action  
4 Complaint, is pursuant to Defendants' corporate policy or practice of minimizing labor  
5 costs by refusing and/or failing to properly compensate its employees according to the  
6 FLSA.

7                   78. Defendants are aware or should have been aware that federal law prohibited  
8 them from not paying their Landscaping Foremen and Technicians –namely, Plaintiff and  
9 the Collective Members—an overtime premium wage for time spent working in excess of  
10 40 hours per given workweek.

11                   79. Defendants' unlawful conduct has been widespread, repeated, and  
12 consistent.

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

15                   81. Upon information and belief, the individuals similarly situated to Plaintiff  
16 include more than thirty (30) employees currently and/or formerly employed by  
17 Defendants, and Plaintiff is unable to state the precise number of similarly-situated  
18 employees because that information is solely in Defendants' possession, custody, or  
19 control, but it can be readily ascertained from their employment records and the records  
20 of Defendants' payroll processor.

21                   82. Notice can be provided to the Collective Members by First Class Mail to  
22 the last address known to Defendants, via email at the last known email address known to  
23  
24  
25  
26  
27



1 Defendants, and by text message to the last known telephone number known to  
2 Defendants.

3 **DAMAGES**

4 83. Plaintiff realleges and incorporates by reference all allegations in all  
5 preceding paragraphs.  
6

7 84. Plaintiff and the Collective Members are entitled to recover overtime  
8 compensation for the hours they worked in excess of 40 per given workweek for which  
9 they were not paid at the federally mandated one and one half times their regular rates of  
10 pay.  
11

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

14 86. Plaintiff and the Collective Members are also entitled to recover their  
15 attorneys' fees and costs as required by the FLSA. 29 U.S.C. § 216(b).  
16

17 **COUNT ONE: FAIR LABOR STANDARDS ACT**  
18 **FAILURE TO PAY OVERTIME**

19 87. Plaintiff realleges and incorporates by reference all allegations in all  
20 preceding paragraphs.

21 88. At all relevant times, Defendants engaged in the regular policy and practice  
22 of classifying their Landscaping Foremen and Technicians, including Plaintiff and the  
23 Collective Members, as independent contractors when they were in reality employees as  
24 defined by the FLSA.  
25  
26  
27

1 89. At all relevant times, Defendants did not pay Plaintiff or the Collective  
2 Members one and one half times their regular rates of pay for time spent working in  
3 excess of 40 hours in a given workweek.

4 90. Defendants misclassified their Landscaping Foremen and Technicians,  
5 including Plaintiff and the Collective Members, as independent contractors to avoid  
6 Defendants' obligation to pay their Landscaping Foremen and Technicians, including  
7 Plaintiff and the Collective Members, one and one half time their regular rates of pay for  
8 all hours worked in excess of 40 hours per week.

9 91. Defendants engaged in such conduct in direct violation of 29 U.S.C. §  
10 207(a).

11 92. As such, unpaid overtime wages for such time Plaintiff and the Collective  
12 Members worked in excess of 40 hours per given workweek is owed to Plaintiff and the  
13 Collective Members for the entire time they were employed by Defendants.

14 93. Defendants knew that – or acted with reckless disregard as to whether –  
15 their refusal or failure to properly compensate Plaintiff and the Collective Members over  
16 the course of their employment would violate federal and state law, and Defendants were  
17 aware of the FLSA overtime wage requirements during Plaintiff's and the Collective  
18 Members' employment. As such, Defendants' conduct constitutes a willful violation of  
19 the FLSA.

20 94. Plaintiff and the Collective Members are therefore entitled to compensation  
21 for their unpaid overtime wages at an hourly rate, to be proven at trial, plus an additional  
22  
23  
24  
25  
26  
27

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

3 WHEREFORE, Plaintiff, Pete Perez, 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 overtime provisions of the FLSA, 29 U.S.C. § 207, by  
10 failing to pay proper overtime wages;

11 ii. willfully violated overtime provisions of the FLSA, 29 U.S.C. § 207;

12 B. For the Court to award damages in the amounts of all unpaid overtime  
13 compensation due and owing to Plaintiff and the Collective Members for  
14 time they spent working in excess of 40 hours per given workweek;  
15

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

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

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

THE BENDAU LAW FIRM PLLC  
P.O. Box 97066  
Phoenix, AZ 85060

1 F. For the Court to provide reasonable incentive awards for Plaintiff to  
2 compensate him for the time he spent attempting to recover wages for the  
3 Collective Members and for the risks he took in doing so; and

4 G. Such other relief as this Court deems just and proper.  
5

6 **REQUEST FOR COLLECTIVE ACTION CERTIFICATION**

7 As to Count I of this Complaint, Plaintiff requests that the Court designate this  
8 action as a collective action on behalf of the FLSA Collective Members and promptly  
9 issue a notice pursuant to 29 U.S.C. § 216(b) to all similarly situated members of the  
10 FLSA opt-in class, apprising them of the pendency of this action, and permitting them to  
11 timely assert FLSA claims in this action by filing individual Consent to Sue Forms  
12 pursuant to 29 U.S.C. § 216(b).  
13

14  
15 RESPECTFULLY SUBMITTED this 11<sup>th</sup> day of May, 2017.

16  
17 THE BENDAU LAW FIRM, PLLC

18 By: /s/ Clifford P. Bendau, II  
19 Clifford P. Bendau, II  
20 Christopher J. Bendau  
21 *Attorneys for Plaintiffs*  
22  
23  
24  
25  
26  
27

THE BENDAU LAW FIRM PLLC  
P.O. Box 97066  
Phoenix, AZ 85060

# THE BENDAU LAW FIRM, PLLC

---

CLIFFORD P. BENDAU, II, ATTORNEY

*Licensed in Arizona and Ohio*

P.O. Box 97066

Phoenix, AZ 85060

[AZ] (480) 382-5176

[OH] (216) 395-4226

[FAX] (602) 956-1409

[cliffordbendau@bendaulaw.com](mailto:cliffordbendau@bendaulaw.com)

[www.bendaulaw.com](http://www.bendaulaw.com)

## Exhibit A

1 Clifford P. Bendau, II (030204)  
2 Christopher J. Bendau (032981)  
3 THE BENDAU LAW FIRM PLLC  
4 P.O. Box 97066  
5 Phoenix, Arizona 85018  
6 Telephone: (480) 382-5176  
7 Facsimile: (602) 956-1409  
8 Email: [cliffordbendau@bendaulaw.com](mailto:cliffordbendau@bendaulaw.com)  
9 [chris@bendaulaw.com](mailto:chris@bendaulaw.com)  
10 *Attorneys for Plaintiffs*

11 UNITED STATES DISTRICT COURT  
12 DISTRICT OF ARIZONA

13 **Pete Perez**, individually, and on behalf of  
14 all others similarly situated,

No. \_\_\_\_\_

15 Plaintiffs,

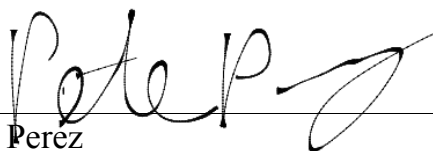
**COLLECTIVE ACTION  
COMPLAINT PURSUANT TO 29  
U.S.C. § 201, ET SEQ.**

16 v.

17 **Saguaro Landscaping and Pool Service,  
18 L.L.C.**, an Arizona Limited Liability  
19 Company, and **Steve Mascorro and  
20 Susana Mascorro**, a Married Couple,

21 Defendants.

22 I, Pete Perez, do hereby consent to be a party plaintiff to the above-entitled action.  
23 I have read the complaint to be filed in the United States District Court for the District of  
24 Arizona, and authorize my attorneys, The Bendau Law Firm PLLC, and its associated  
25 attorneys (the "Attorneys"), to file the Complaint on my behalf and for other employees  
26 similarly situated. I authorize the Attorneys to represent me in the Lawsuit and make  
27 decisions on my behalf, including how to conduct the Lawsuit, settlement, and all other  
matters related to the Lawsuit. I agree to provide the Attorneys forty percent (40%) of  
any recovery they obtain on my behalf in the Lawsuit or the reasonable hourly value of  
their legal services for time expended in the Lawsuit, as paid by Defendants, whichever is  
greater. I authorize the Attorneys to deduct from any recovery my pro rata share of any  
reasonable costs incurred by the Attorneys on my behalf.

28   
Pete Perez

05-10-17  
Date

THE BENDAU LAW FIRM PLLC  
P.O. Box 97066  
Phoenix, AZ 85060

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): Pete Ramirez**

**Saguaro Landscaping and Pool  
Defendant(s): Service, L.L.C. ; Steve Mascorro ;  
Susana Mascorro**

County of Residence: Maricopa

County of Residence: Maricopa

County Where Claim For Relief Arose: Maricopa

Plaintiff's Atty(s):

Defendant's Atty(s):

**Clifford Phillip Bendau II, Managing Attorney  
The Bendau Law Firm PLLC  
P.O. Box 97066  
Phoenix, Arizona 85060  
(480) 382-5176**

**Christopher Jacob Bendau , Attorney  
The Bendau Law Firm PLLC  
P.O. Box 97066  
Phoenix, Arizona 85060  
(480) 382-5176**

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: **Collective action under 29 U.S.C. § 216(b) for unpaid overtime wages under the Fair Labor Standards Act, 29 U.S.C. § 201, et seq.**

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: 05/11/2017**

**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



# ClassAction.org

This complaint is part of ClassAction.org's searchable class action lawsuit database and can be found in this post: [Saguaro Landscaping Pricked with Wage and Hour Lawsuit](#)

---