

**IN THE UNITED STATES DISTRICT COURT  
WESTERN DISTRICT OF TEXAS  
AUSTIN DIVISION**

INDEED, INC.,	§	
	§	
Plaintiff,	§	
	§	
V.	§	CIVIL ACTION NO. 1:24-cv-01197
	§	
ZIPRECRUITER, INC.,	§	
	§	
Defendant.	§	

**PLAINTIFF’S ORIGINAL COMPLAINT**

Plaintiff Indeed, Inc. (“Indeed”) hereby files its Original Complaint against ZipRecruiter, Inc. (“ZipRecruiter”), and respectfully shows the Court the following:

**I. THE PARTIES**

1. Indeed is a Delaware corporation authorized to do business in Texas. Its principal place of business is Indeed Tower, 200 West 6th Street, Floor 36, Austin, TX 78701.

2. ZipRecruiter is a Delaware corporation and its principal place of business is located at 604 Arizona Avenue, Santa Monica, CA 90401. ZipRecruiter may be served with process via its registered agent with the Texas Secretary of State: Corporation Service Company d/b/a/ CSC – Lawyers Incorporating Service Company at 211 E. 7<sup>th</sup> Street, Suite 620, Austin, TX 78701.

**II. JURISDICTION AND VENUE**

3. This Court has subject matter jurisdiction over this controversy because of federal question jurisdiction pursuant to 28 U.S.C. § 1331. In addition, the Court has supplemental jurisdiction over Plaintiff’s state law claims pursuant to 28 U.S.C. § 1367(a). Venue is proper in this district because all or a substantial part of the events or omissions giving rise to Indeed’s claims occurred in this district and because ZipRecruiter is subject to personal jurisdiction in

Texas. *See* 28 U.S.C. § 1391(b)(2) and (3). In addition, ZipRecruiter (by agreeing to Indeed’s “Terms of Service” as set forth herein) has consented to exclusive personal jurisdiction of the federal or state courts located in Travis County, Texas.

### **III. BACKGROUND FACTS**

#### **A. THE PARTIES**

4. Indeed is one of the largest job sites in the world with over 350 million unique monthly visitors. Indeed helps people get jobs through its online, mobile services and websites.

5. ZipRecruiter is a direct competitor to Indeed through its online job posting platform. Similar to Indeed, ZipRecruiter seeks to connect businesses and job seekers through its platform and technologies. ZipRecruiter operates a website located at [www.ziprecruiter.com](http://www.ziprecruiter.com) (the “ZipRecruiter Website”).

6. The ZipRecruiter Website lists job openings for positions in Texas – enabling users to browse Texas-based jobs and associated salaries on the one hand and enabling Texas-based employers to post job openings on the interactive platform. In addition, ZipRecruiter facilitates contractual relationships with Texas-based employers and job seekers through its subscription-based services and paid-for premium features. As set forth herein, upon information and belief, ZipRecruiter’s employees or agents knowingly accessed the Indeed Website (defined below) for the purpose of obtaining information about Indeed’s employers and for the ultimate purpose of making false and misleading statements to those employers about Indeed’s goods and services (thereby causing injury to Indeed in Texas).

#### **B. INDEED’S TERMS OF SERVICE**

7. Indeed’s Terms of Service (the “TOS”) are published on Indeed’s website at <https://www.indeed.com/legal>. Each time a user accesses or uses Indeed’s online or mobile

services and websites, including any Indeed mobile application and browser extension plugin, the user is agreeing to the terms and conditions of the TOS. Additionally, when a user creates an account, they explicitly agree to the Terms of Service. If a user accesses or uses the Indeed website (www.indeed.com) (the “Indeed Website”) in their capacity as an employee or other representative of an employer, or if the user creates an Indeed account on behalf of an employer, the user represents and warrants they have the authority to bind the employer to the TOS.

8. Indeed’s TOS expressly outline the parameters of acceptable use of the Indeed Website and related platforms as follows:

The Site is made available for use only by individuals searching for employment openings, or services or information related to their personal employment or job search (“Job Seekers”), by individuals and/or organizations seeking information related to hiring or human resources, seeking Job Seekers, or seeking to make available information regarding employment openings...

In addition, the “Terms of Service for All Users” provides that (1) access or use of the Indeed Website constitutes an agreement to the TOS, (2) all users agree not to submit or post any commercial communications to the Indeed Website, and (3) use of the Indeed Website for commercial communications is a violation of the TOS agreement.

9. The “Terms of Service for All Users” also include specific “Site Rules” that prohibit, among other things, using the Indeed Website either directly or indirectly to: (1) provide false information, (2) send unsolicited commercial messages, or any other unlawful communications, (3) use the services with the intent or effect of damaging, disrupting, disabling, harming, impairing, interfering with, intercepting, expropriating or otherwise impeding Indeed’s services, or (4) send messages to users who have not asked to be contacted.

10. As explained below, upon information and belief, ZipRecruiter’s agents presumably accessed the Indeed Website under the guise of being “Job Seekers.” The specific

Terms of Service for Job Seekers prohibit usage of the Indeed Website for any commercial purposes.

11. Additionally, upon information and belief, many ZipRecruiter employees, including several of those employees that Indeed has evidence communicated the false information described herein, as well as ZipRecruiter's CEO and General Counsel, created Indeed accounts. They did so using their @ziprecruiter.com email addresses, thus creating and using these accounts in the course of their employment with ZipRecruiter, in ZipRecruiter's interests, and as agents of ZipRecruiter.

**C. INDEED'S HOSTED USAGE POLICY**

12. ZipRecruiter's false and misleading statements and other actionable misconduct described herein resulted from ZipRecruiter's attempt to seize upon a specific policy change by Indeed affecting some of Indeed's employer users (known internally as a "Hosted Usage Policy" change") for ZipRecruiter's own economic gain.

13. By way of background, employers can post jobs on Indeed in several ways, including (1) posting the job directly on the Indeed Website through a series of prompts (which are known as "hosted" job postings) or (2) posting through automated means such as through an electronic data feed or through the employer's selected "Applicant Tracking System" ("ATS") (which is known as "indexed" job postings). Indeed also independently collects and posts job openings found across the internet. Indeed refers to all job postings that are not "hosted" as "indexed" job postings. For clarity's sake, indexed job postings are those postings implemented through automated means and through Indeed's internet collection efforts.

14. Regardless of their source, all of an employer's job postings can be either free to post (which Indeed refers to as "organic") or paid/sponsored listings. For paid/sponsored listings,

employers pay Indeed to promote those listings (which, among other benefits, enables the sponsored postings to appear more prominently in search results and thereby increase visibility to job seekers).

15. In mid-2024, Indeed decided to an internal change to its “Hosted Usage Policy” regarding free (aka “organic”) jobs. This policy change (effective October 1, 2024) restricted the “double-posting” of free jobs, namely, employers could no longer have their jobs both (1) indexed as free job posts and (2) posted directly on Indeed (i.e. hosted) for free. This policy change was primarily intended to avoid duplicate posts that confuse Indeed’s job seekers and reduce the quality of the site for them. The policy did not, by any stretch or interpretation, “end” free job posts. Any employer can still post jobs for free through indexing or hosted posting.

16. In August 2024, Indeed published informational electronic banners and sent related emails to a limited number of employers who might be impacted by this policy change (the Hosted Usage Policy change). Notably, the impacted employers included a limited subset of Indeed employers who maintained at the same time both (1) “hosted postings” and (2) indexed job postings. The Hosted Usage Policy change was not published to the general public nor communicated to all of Indeed’s employer clients.

17. The banners and emails to the affected employers stated that Indeed would no longer permit employers to post for free both hosted postings and indexed job postings. In implementing this change, Indeed notified impacted employers that Indeed would pause an employer’s “hosted postings” when the employer maintained postings through indexed postings, and should the employer want to maintain both sets of postings, the employer would need to pay for the “hosted postings.” Notably, the Hosted Usage Policy change never stated or even suggested

that Indeed was ending free job postings. Instead, as mentioned above, the policy was intended to reduce duplicate job postings and redundancy and improve overall job seeker experience.

**D. ZIPRECRUITER’S STATEMENTS TO INDEED’S CUSTOMERS**

18. Soon after Indeed communicated its Hosted Usage Policy change to affected employers, ZipRecruiter commenced an advertising and marketing campaign to poach Indeed’s employer customers by making false or misleading statements about Indeed’s Hosted Usage Policy change. ZipRecruiter communicated these false and misleading statements through (1) public facing posts on LinkedIn.com, and (2) direct email solicitations to Indeed’s current customers.<sup>1</sup>

19. First, ZipRecruiter published false and misleading statements to the general public through multiple LinkedIn postings stating:

As of October 1<sup>st</sup>, 2024, Indeed will no longer support organic job postings. This major shift will impact the visibility of your open roles and could increase your reliance on paid ads. At ZipRecruiter, we believe in offering diverse and flexible recruitment marketing solutions that keep your talent pipeline full without driving up costs. . . . Now is the perfect time for companies to explore ZipRecruiter as a key partner in diversifying your recruitment strategy and staying ahead in this competitive hiring landscape. Let’s connect and discuss how we can help.

This post was originally published by ZipRecruiter Senior Manager, Jordan Peterson, and subsequently reposted by over a dozen ZipRecruiter employees (that Indeed has been able to identify).<sup>2</sup>

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<sup>1</sup> Indeed has knowledge of these communications because Indeed employees saw the LinkedIn.com posts by ZipRecruiter employees and some of Indeed’s customers that were contacted by ZipRecruiter forwarded to Indeed the communications seeking clarification about the false and misleading statements contained therein (thereby demonstrating the materiality and deception of these statements). Indeed does not know at this time the full scope of ZipRecruiter’s communication and/or publication of these false and misleading statements.

<sup>2</sup> These posts were published by ZipRecruiter Senior Manager, Jordan Peterson, and, upon information and belief, reposted by ZipRecruiter Account Executives, Veronica Walden, Hussain N., Jill L., Badr Soussi, Tyler McClellan; ZipRecruiter IVN Account Executive, Michael Ongaga; ZipRecruiter Senior Strategic Manager of Inside Sales, Rhys Saxton; ZipRecruiter Senior Director, Ryan J.; and ZipRecruiter employees, Laura O’Branovic, Bruce Branch, Jr., and Christina Williams. In addition, ZipRecruiter Strategic Account Manager, Michael Merriman reposted Peterson’s false post and added “[d]on’t let them tell you they’re posting their jobs for ‘free’ on Indeed anymore...ZipRecruiter is the smarter way to hire.”

20. Second, representatives of ZipRecruiter began to email Indeed's employer customers directly and falsely state that, effective October 1, 2024, Indeed is no longer offering free job postings. In these communications, ZipRecruiter also falsely or misleadingly claimed as follows:

- Indeed is “ending free job ads” as of October 1, 2024 and after that “all job postings on Indeed will need a daily budget of at least \$5”;
- “[O]nly sponsored posts will receive visibility” on Indeed's platform after this policy change;
- Indeed's policy change will cause employers to incur substantial additional recruiting and ad spend costs; and
- “[S]ome business that can't afford this hike will be forced off of Indeed altogether.”

While making these claims, ZipRecruiter also positioned itself as the better alternative to Indeed by claiming that “ZipRecruiter will still support free job ads.”

21. These communications demonstrated that ZipRecruiter's representatives had violated Indeed's TOS. For example, in one of the ZipRecruiter communications forwarded to Indeed by its customer, ZipRecruiter Sr. Strategic Manager Rhys Saxton identified the exact number of postings the customer currently had on Indeed's platforms and falsely claimed these postings would increase by a specific dollar amount due to the impending policy change—which was entirely false. Upon information and belief, ZipRecruiter was able to quantify the amount of job postings this customer had on Indeed's platform by accessing the Indeed Website and compiling data directly therefrom.

22. All of these communications are false or misleading. Indeed never made or communicated a change to its policies such as those represented by ZipRecruiter. ZipRecruiter targeted Indeed's current customers through these direct email communications and sought to divert their business away from Indeed and to ZipRecruiter predicated on the false claim that

Indeed was no longer permitting free job postings. These email communications contained direct references to the amount of job postings the targeted customers currently had on the Indeed Website and provided false quotes showing how much the “policy change” would raise the cost of the services they were currently receiving from Indeed.

23. Indeed became aware of these communications by ZipRecruiter once Indeed’s customers forwarded the emails while noting their confusion about Indeed’s policies (and any changes thereto) and demanding information about Indeed’s plans to do away with free job posting—where no such plans existed.

24. These false and misleading communications were clearly part of ZipRecruiter’s coordinated advertisement strategy intended to target Indeed’s customers or potential customers and steer their business toward ZipRecruiter. At least two of the direct email solicitations to Indeed’s customers by ZipRecruiter had an identical “Subject” line stating, “Upcoming Changes to Indeed: How ZipRecruiter Can Help You Stay Ahead” (thereby demonstrating – or at least suggesting - that these communications were part of a coordinated effort or marketing campaign by ZipRecruiter). In addition, ZipRecruiter’s false and misleading communications directly refer to Indeed’s product and service offerings, and ZipRecruiter had a clear economic motivation in falsely characterizing Indeed’s pricing policies.

25. Moreover, in its false and misleading communications, ZipRecruiter repeatedly represented to Indeed’s customers and consumers, generally, that Indeed’s implementation of the new “policy” would completely do away with the availability of free job postings on the Indeed Website so employers could save money by switching over to ZipRecruiter’s services. This representation misled customers and consumers to believe ZipRecruiter offers free organic job posting on its website similar to Indeed, but that is believed to be a false proposition. Upon

information and belief, ZipRecruiter exclusively offers paid-for services with the sole exception of a free two-day trial that can only be secured with the users' provision of their credit card information.

26. On September 19, 2024, Indeed sent a cease and desist letter to ZipRecruiter's general counsel demanding that ZipRecruiter immediately (1) cease and desist communication false or misleading information about Indeed's pricing policies, (2) issue a clear retraction to each employer customer to whom ZipRecruiter communicated any false or misleading information about Indeed's pricing policies; and (3) confirm in writing that ZipRecruiter has directed all employees to cease these violative communications and issued the previously mentioned retraction.

27. On September 25, 2024, ZipRecruiter responded to Indeed's cease and desist by casting various aspersions at Indeed's policy change to attempt to justify its communication and publication of false and misleading statements. ZipRecruiter's response did not comply with all of Indeed's demands for mitigation.

#### **IV. INDEED'S CLAIMS**

##### **A. VIOLATION OF THE LANHAM ACT: FALSE ADVERTISING**

28. Indeed incorporates by reference each and every one of the allegations set forth above.

29. ZipRecruiter's LinkedIn postings and emails to Indeed's customers made false or misleading statements about Indeed's Hosted Usage Policy change (including, among other things, that Indeed was ending free job postings) and ZipRecruiter's own services (namely, by implying that ZipRecruiter offers free job postings when it does not). These statements deceived or had the capacity to deceive a substantial segment of Indeed's customers. Such deception was material (in

that it was likely to influence the customer's purchasing decisions). ZipRecruiter made these statements for purposes of commercial advertising, and ZipRecruiter's and Indeed's services are used and sold in interstate commerce.

30. ZipRecruiter's false and misleading statements are interfering with Indeed's customer relationships and diminishing the value of Indeed's products and services. As such, Indeed has already suffered injury and irreparable damage, and Indeed will continue to suffer such injury and damages as a result of ZipRecruiter's false or misleading statements.

31. As such, ZipRecruiter has violated the federal Lanham Act, 15 U.S.C. § 1125(a)(1)(B).

32. In addition, because ZipRecruiter's statements were made willfully and with the deliberate intent of confusing and deceiving the public, Indeed seeks and is entitled to recover all available monetary and equitable relief permitted under 15 U.S. Code § 1117 (including without limitation injunctive relief and treble damages). Indeed also seeks recovery of its attorneys' fees pursuant to 15 U.S. Code § 1117.

**B. BREACH OF CONTRACT**

33. Indeed incorporates by reference each and every one of the allegations set forth above.

34. Each time ZipRecruiter, including any agent or employee of ZipRecruiter, accessed the Indeed Website, it agreed to Indeed's TOS. Upon information and belief, ZipRecruiter's employees, including those who made the false statements at issue in this Complaint, created verified Indeed accounts that required explicit acceptance of Indeed's TOS. The TOS between Indeed and ZipRecruiter (through its agents and employees) constitute an enforceable agreement. ZipRecruiter breached the TOS as set forth above.

35. As a result of these breaches, Indeed has incurred actual damages and out-of-pocket costs in an amount to be determined at trial. Indeed seeks to recover these damages, interest thereon, together with its attorneys' fees (pursuant to Chapter 38 of the Texas Civil Practice & Remedies Code), costs and expenses.

C. **TORTIOUS INTERFERENCE WITH INDEED'S CONTRACTUAL RELATIONS**

36. Indeed incorporates by reference each and every one of the allegations set forth above.

37. Indeed has valid contracts with several of its customers, and prospective contracts with others. ZipRecruiter is aware of the contracts Indeed has with its customers in light of the acknowledgments in the TOS and ZipRecruiter's efforts to solicit their business away from Indeed. By circulating false or misleading advertising materials targeting Indeed and by falsely and misleadingly telling these customers that Indeed was suspending free job postings on its platform (and at the same time falsely or misleadingly implying that ZipRecruiter offers free job postings), ZipRecruiter willfully and intentionally interfered with those contracts. This interference proximately caused injury to Indeed. As a result of this interference, Indeed seeks recovery of its actual and exemplary damages, out of pocket costs, and interest.

V. **DECLARATORY AND INJUNCTIVE RELIEF**

38. Indeed incorporates by reference each and every one of the allegations set forth above. A judicial controversy exists between Indeed and ZipRecruiter concerning, among other things, ZipRecruiter's ongoing right to access or use the Indeed Website for contractually permitted usages. To resolve this dispute, Indeed seeks a judicial declaration that (1) ZipRecruiter has violated the TOS, and (2) ZipRecruiter has no right or authority to access or use Indeed's

computer systems for the purposes of soliciting Indeed's customers or making false or misleading statements about Indeed's products or services.

39. Pursuant to 15 U.S. Code § 1116, Indeed is entitled to injunctive relief in addition to compensatory damages. Indeed seeks an injunction upon trial hereof permanently prohibiting ZipRecruiter and all of those acting in concert with it from directly or indirectly (1) making any false or misleading commercial statements about Indeed's Hosted Usage Policy change, (2) making any false or misleading commercial statements that Indeed is ending free job postings for its customers, (3) stating or implying that ZipRecruiter offers free job postings, and (4) accessing Indeed's computer platforms (including without limitation the Indeed Website) for the purpose of soliciting Indeed's customers or making the false or misleading statements set forth herein.

#### **VI. PRAYER**

WHEREFORE, Indeed requests that upon trial hereon, it recovery judgment against ZipRecruiter for its actual and exemplary damages, pre and post-judgment interest, attorneys' fees, costs and expenses, the declaratory and injunctive relief set forth herein, and such other and further relief to which it may be justly entitled.

Respectfully submitted,

**DUBOIS, BRYANT, & CAMPBELL L.L.P.**

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*/s/ Kevin Brown* \_\_\_\_\_

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**ATTORNEYS FOR INDEED, INC.**

JS 44 (Rev. 04/21)

### CIVIL COVER SHEET

The JS 44 civil cover sheet and the information contained herein neither replace nor supplement the filing and service of pleadings or other papers as required by law, except as provided by local rules of court. This form, approved by the Judicial Conference of the United States in September 1974, is required for the use of the Clerk of Court for the purpose of initiating the civil docket sheet. (SEE INSTRUCTIONS ON NEXT PAGE OF THIS FORM.)

<p><b>I. (a) PLAINTIFFS</b></p> <p>Indeed, Inc.</p> <p><b>(b)</b> County of Residence of First Listed Plaintiff <u>Travis County, TX</u> <i>(EXCEPT IN U.S. PLAINTIFF CASES)</i></p> <p><b>(c)</b> Attorneys (Firm Name, Address, and Telephone Number) Kevin Brown; Dubois Bryant &amp; Campbell LLP, 303 Colorado #2300, Austin Tx 78701 (512) 457-8000</p>	<p><b>DEFENDANTS</b></p> <p>ZipRecruiter, Inc.</p> <p>County of Residence of First Listed Defendant <u>Los Angeles County, CA</u> <i>(IN U.S. PLAINTIFF CASES ONLY)</i></p> <p>NOTE: IN LAND CONDEMNATION CASES, USE THE LOCATION OF THE TRACT OF LAND INVOLVED.</p> <p>Attorneys (If Known) Jonathan Steinsapir; Kinsella Holley Iser Kump, 11766 Wilshire Blvd. #750 Los Angeles CA 90025 (310)566-9850</p>
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<p><b>II. BASIS OF JURISDICTION</b> (Place an "X" in One Box Only)</p> <p><input type="checkbox"/> 1 U.S. Government Plaintiff</p> <p><input type="checkbox"/> 2 U.S. Government Defendant</p> <p><input checked="" type="checkbox"/> 3 Federal Question (U.S. Government Not a Party)</p> <p><input type="checkbox"/> 4 Diversity (Indicate Citizenship of Parties in Item III)</p>	<p><b>III. CITIZENSHIP OF PRINCIPAL PARTIES</b> (Place an "X" in One Box for Plaintiff and One Box for Defendant)</p> <table style="width:100%;"> <tr> <td style="width:25%;"></td> <td style="width:10%;"><b>PTF</b></td> <td style="width:10%;"><b>DEF</b></td> <td style="width:45%;"></td> <td style="width:10%;"><b>PTF</b></td> <td style="width:10%;"><b>DEF</b></td> </tr> <tr> <td>Citizen of This State</td> <td><input type="checkbox"/> 1</td> <td><input type="checkbox"/> 1</td> <td>Incorporated or Principal Place of Business In This State</td> <td><input type="checkbox"/> 4</td> <td><input type="checkbox"/> 4</td> </tr> <tr> <td>Citizen of Another State</td> <td><input type="checkbox"/> 2</td> <td><input type="checkbox"/> 2</td> <td>Incorporated and Principal Place of Business In Another State</td> <td><input type="checkbox"/> 5</td> <td><input type="checkbox"/> 5</td> </tr> <tr> <td>Citizen or Subject of a Foreign Country</td> <td><input type="checkbox"/> 3</td> <td><input type="checkbox"/> 3</td> <td>Foreign Nation</td> <td><input type="checkbox"/> 6</td> <td><input type="checkbox"/> 6</td> </tr> </table>		<b>PTF</b>	<b>DEF</b>		<b>PTF</b>	<b>DEF</b>	Citizen of This State	<input type="checkbox"/> 1	<input type="checkbox"/> 1	Incorporated or Principal Place of Business In This State	<input type="checkbox"/> 4	<input type="checkbox"/> 4	Citizen of Another State	<input type="checkbox"/> 2	<input type="checkbox"/> 2	Incorporated and Principal Place of Business In Another State	<input type="checkbox"/> 5	<input type="checkbox"/> 5	Citizen or Subject of a Foreign Country	<input type="checkbox"/> 3	<input type="checkbox"/> 3	Foreign Nation	<input type="checkbox"/> 6	<input type="checkbox"/> 6
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**IV. NATURE OF SUIT** (Place an "X" in One Box Only) Click here for: [Nature of Suit Code Descriptions.](#)

CONTRACT	TORTS	FORFEITURE/PENALTY	BANKRUPTCY	OTHER STATUTES	
<input type="checkbox"/> 110 Insurance <input type="checkbox"/> 120 Marine <input type="checkbox"/> 130 Miller Act <input type="checkbox"/> 140 Negotiable Instrument <input type="checkbox"/> 150 Recovery of Overpayment & Enforcement of Judgment <input type="checkbox"/> 151 Medicare Act <input type="checkbox"/> 152 Recovery of Defaulted Student Loans (Excludes Veterans) <input type="checkbox"/> 153 Recovery of Overpayment of Veteran's Benefits <input type="checkbox"/> 160 Stockholders' Suits <input type="checkbox"/> 190 Other Contract <input type="checkbox"/> 195 Contract Product Liability <input type="checkbox"/> 196 Franchise	<b>PERSONAL INJURY</b> <input type="checkbox"/> 310 Airplane <input type="checkbox"/> 315 Airplane Product Liability <input type="checkbox"/> 320 Assault, Libel & Slander <input type="checkbox"/> 330 Federal Employers' Liability <input type="checkbox"/> 340 Marine <input type="checkbox"/> 345 Marine Product Liability <input type="checkbox"/> 350 Motor Vehicle <input type="checkbox"/> 355 Motor Vehicle Product Liability <input type="checkbox"/> 360 Other Personal Injury <input type="checkbox"/> 362 Personal Injury - Medical Malpractice	<b>PERSONAL INJURY</b> <input type="checkbox"/> 365 Personal Injury - Product Liability <input type="checkbox"/> 367 Health Care/Pharmaceutical Personal Injury Product Liability <input type="checkbox"/> 368 Asbestos Personal Injury Product Liability <b>LABOR</b> <input type="checkbox"/> 370 Other Fraud <input type="checkbox"/> 371 Truth in Lending <input type="checkbox"/> 380 Other Personal Property Damage <input type="checkbox"/> 385 Property Damage Product Liability	<input type="checkbox"/> 625 Drug Related Seizure of Property 21 USC 881 <input type="checkbox"/> 690 Other <input type="checkbox"/> 710 Fair Labor Standards Act <input type="checkbox"/> 720 Labor/Management Relations <input type="checkbox"/> 740 Railway Labor Act <input type="checkbox"/> 751 Family and Medical Leave Act <input type="checkbox"/> 790 Other Labor Litigation <input type="checkbox"/> 791 Employee Retirement Income Security Act <b>IMMIGRATION</b> <input type="checkbox"/> 462 Naturalization Application <input type="checkbox"/> 465 Other Immigration Actions	<input type="checkbox"/> 422 Appeal 28 USC 158 <input type="checkbox"/> 423 Withdrawal 28 USC 157 <b>INTELLECTUAL PROPERTY RIGHTS</b> <input type="checkbox"/> 820 Copyrights <input type="checkbox"/> 830 Patent <input type="checkbox"/> 835 Patent - Abbreviated New Drug Application <input type="checkbox"/> 840 Trademark <input type="checkbox"/> 880 Defend Trade Secrets Act of 2016 <b>SOCIAL SECURITY</b> <input type="checkbox"/> 861 HIA (1395ff) <input type="checkbox"/> 862 Black Lung (923) <input type="checkbox"/> 863 DIWCDIWW (405(g)) <input type="checkbox"/> 864 SSID Title XVI <input type="checkbox"/> 865 RSI (405(g)) <b>FEDERAL TAX SUITS</b> <input type="checkbox"/> 870 Taxes (U.S. Plaintiff or Defendant) <input type="checkbox"/> 871 IRS—Third Party 26 USC 7609	<input type="checkbox"/> 375 False Claims Act <input type="checkbox"/> 376 Qui Tam (31 USC 3729(a)) <input type="checkbox"/> 400 State Reapportionment <input type="checkbox"/> 410 Antitrust <input type="checkbox"/> 430 Banks and Banking <input type="checkbox"/> 450 Commerce <input type="checkbox"/> 460 Deportation <input type="checkbox"/> 470 Racketeer Influenced and Corrupt Organizations <input type="checkbox"/> 480 Consumer Credit (15 USC 1681 or 1692) <input type="checkbox"/> 485 Telephone Consumer Protection Act <input type="checkbox"/> 490 Cable/Sat TV <input type="checkbox"/> 850 Securities/Commodities/Exchange <input checked="" type="checkbox"/> 890 Other Statutory Actions <input type="checkbox"/> 891 Agricultural Acts <input type="checkbox"/> 893 Environmental Matters <input type="checkbox"/> 895 Freedom of Information Act <input type="checkbox"/> 896 Arbitration <input type="checkbox"/> 899 Administrative Procedure Act/Review or Appeal of Agency Decision <input type="checkbox"/> 950 Constitutionality of State Statutes

**V. ORIGIN** (Place an "X" in One Box Only)

1 Original Proceeding     2 Removed from State Court     3 Remanded from Appellate Court     4 Reinstated or Reopened     5 Transferred from Another District (specify)     6 Multidistrict Litigation - Transfer     8 Multidistrict Litigation - Direct File

**VI. CAUSE OF ACTION**

Cite the U.S. Civil Statute under which you are filing (Do not cite jurisdictional statutes unless diversity):  
 15 USC §1123(1)(1)(B); 15 USC §1117, §1116

Brief description of cause:  
 False advertising, Breach of Contract, Tortious Interference

**VII. REQUESTED IN COMPLAINT:**     CHECK IF THIS IS A CLASS ACTION UNDER RULE 23, F.R.Cv.P.    DEMAND \$ \_\_\_\_\_    CHECK YES only if demanded in complaint: JURY DEMAND:  Yes  No

**VIII. RELATED CASE(S) IF ANY** (See instructions):    JUDGE \_\_\_\_\_    DOCKET NUMBER \_\_\_\_\_

DATE: 10/7/24    SIGNATURE OF ATTORNEY OF RECORD: *Kevin Brown on behalf of Indeed, Inc.*

**FOR OFFICE USE ONLY**

RECEIPT # \_\_\_\_\_ AMOUNT \_\_\_\_\_ APPLYING IFP \_\_\_\_\_ JUDGE \_\_\_\_\_ MAG. JUDGE \_\_\_\_\_