Xinying Valerian (SBN 254890)
Dan L. Gildor (SBN 223027)
Salina S. Isaq (SBN 346159)
VALERIAN LAW, P.C.
2222 Harold Way
Berkeley, CA 94704
Telephone: (888) 686-1918
Facsimile: (510) 982-4513
xinying@valerian.law
dan@valerian.law
salina@valerian.law

Attorneys for Plaintiff

ELECTRONICALLY FILED
Superior Court of California,
County of Alameda
10/03/2025 at 04:33:55 PM
By: Andrel Gospel,
Deputy Clerk

SUPERIOR COURT OF THE STATE OF CALIFORNIA

COUNTY OF ALAMEDA

RAHUL LANJEWAR, an individual,

Plaintiff,

v.

MPHASIS CORP, a Delaware corporation, and DOES 1 THROUGH 50, inclusive,

Defendants.

Case No. 25CV147244

COMPLAINT FOR DAMAGES, CIVIL PENALTIES, RESTITUTION, INJUNCTIVE RELIEF, AND ATTORNEY'S FEES AND COSTS

DEMAND FOR JURY TRIAL

Plaintiff RAHUL LANJEWAR, individually and on behalf of the California Labor and Workforce Development Agency ("LWDA"), alleges as follows against Defendant MPHASIS CORP. and DOES 1-50 (collectively, "Defendants"):

INTRODUCTION

1. Plaintiff brings this action on behalf of himself for wage theft and non-payment of earned sales commissions in violation of California Labor Code sections 201, 202, and 204, retaliation in violation of California Labor Code sections 98.6 and 1102.5, breach of contract, breach of implied covenant of good faith and fair dealing and unfair business practices in violation of Business and Professions Code section 17200.

2. This action arises from Defendants' systematic refusal to pay earned commissions and retaliation against Plaintiff for advocating for his wage rights.

3. Plaintiff seeks personal recovery of back pay, front pay, unpaid commissions, waiting time penalties, punitive damages, interest, attorneys' fees and costs, and all other relief as appropriate, including restitution.

4. Plaintiff also brings this action pursuant to Labor Code section 2699 on behalf of the LWDA for the violations of Labor Code sections 98.6, 201-204, 1102.5, and 2751 that Plaintiff – and other California-based employees whose compensation was supposed to include commissions since March 28, 2024 (the "Aggrieved Employees") – experienced and continue to experience while working for Defendants.

5. For these violations that affected Plaintiff and the Aggrieved Employees, Plaintiff seeks civil penalties, attorneys' fees and costs, and injunctive relief pursuant to the Private Attorneys General Act and the Unfair Competition Law (Business & Professions Code § 17200).

JURISDICTION AND VENUE

6. This court has jurisdiction over this action pursuant to Code of Civil Procedure section 410.10. This case involves issues of California state law and Defendant Mphasis Corp conducts substantial business in the state of California. Defendants maintain offices and conduct business operations in California, including at Mphasis Corp's San Jose, California office located at 226 Airport Parkway, Suite 638, San Jose, CA 95110, where Plaintiff was employed and where the events giving rise to this action occurred.

7. Venue is proper in Alameda County under Code of Civil Procedure sections 393, subdivision (a), and 395.5 because Plaintiff resided and worked remotely in Alameda County while employed with Defendants. Defendants committed some of the Labor Code violations for which Plaintiff seeks relief in Alameda County. Accordingly, Defendants' "liability" (§ 395.5), and "some part of the cause" (§ 393), arose in Alameda County. (See *Crestwood Behavioral Health, Inc. v. Super. Ct.* (2021) 60 Cal.App.5th 1069, 1075-77.)

THE PARTIES

8. Plaintiff RAHUL LANJEWAR is an individual and resident of Alameda County, California.

9. Defendant MPHASIS CORP ("MPHASIS") is a Delaware corporation engaged in the business of providing information technology solutions specializing in cloud and cognitive services. MPHASIS is a global corporation employing over 30,000 people worldwide and conducting substantial business operations throughout California and the United States.

10. At all times relevant to this action, MPHASIS was Plaintiff's employer and was responsible for establishing employment policies, compensation structures, commission plans, and making decisions regarding Plaintiff's employment status, including his removal from his assigned position on February 11, 2025 and his formal termination on February 25, 2025.

11. Plaintiff is unaware of the true identities of the defendants sued as DOES 1 through 50, inclusive, and therefore sues such defendants by fictitious names. Plaintiff is informed and believes and thereon alleges that each of the above fictitiously named defendants negligently or intentionally engaged in wrongdoing with respect to the matters alleged herein, or, alternatively, authorized or ratified such wrongdoing, and that each of the fictitiously named defendants is responsible in some manner for the damages Plaintiff suffered. Plaintiff will seek leave of Court to amend this complaint to show the true names and capacities of the fictitiously named defendants when they have been ascertained.

12. Plaintiff is informed and believes and thereon alleges that each Defendant herein was acting as the authorized agent, ostensible agent, or employee of each of the remaining Defendants with respect to the allegations contained herein and that each such agent and/or employee in doing the things herein alleged was acting within the course and scope of such agency and/or employment.

13. Plaintiff is informed and believes and thereon alleges that at all times herein mentioned, Defendant MPHASIS and each of the DOE defendants were Plaintiff's employer(s), and/or agents, servants, employees, partners, joint venturers, alter egos, aiders and abettors, and/or co-conspirators of one or more of their co-defendants, and, in committing the acts alleged herein, were acting within the course and scope of said agency, employment, partnership, joint venture, and/or conspiracy. Defendants, and each of them, are engaged in a joint venture and an integrated enterprise and are acting within the scope of and in pursuance of the joint venture and enterprise.

PROCEDURAL POSTURE UNDER PAGA

14. Plaintiff provided Defendant MPHASIS with written notice of the factual and legal bases for the Labor Code violations alleged in this Complaint by certified mail on March 28, 2025. Attached as Exhibit A hereto is a copy of the Labor & Workforce Development Agency ("LWDA") notice served on MPHASIS. Plaintiff incorporates the contents of Exhibit A by reference.

15. Plaintiff further provided online notice to the LWDA of the factual and legal bases for the Labor Code violations alleged in this Complain also on March 28, 2025. The LWDA assigned case number LWDA-CM-1088966-25.

16. More than 65 days have passed since the postmark date of Plaintiff's March 26, 2025, notice to the LWDA. Plaintiff has not received any response from the LWDA indicating an intent to investigate any of the violations.

17. Plaintiff is not aware of Defendant MPHASIS attempting to utilize any cure processes that may have been available under Labor Code § 2699.3.

18. On information and belief, Defendant MPHASIS has not cured any of the violations alleged herein. These violations are continuous and ongoing.

TOLLING

19. On or about June 2, 2025, the parties entered into a tolling agreement agreeing to toll all claims from June 2, 2025, to August 1, 2025. The agreement was extended to September 30, 2025.

FACTUAL BACKROUND

20. Plaintiff worked for MPHASIS for fifteen years, rising through the ranks from his initial hire on May 10, 2010, to Vice President of Sales. Over the course of his fifteen-year tenure, Plaintiff demonstrated exceptional performance, loyalty, and dedication, earning multiple promotions, over ten salary increases, six award nominations for sales performance (winning three of those awards), and consistent recognition for his sales skills and leadership abilities. He was promoted to Associate Vice President on November 1, 2014, and subsequently promoted to Vice President on January 1, 2020.

21. Plaintiff was responsible for managing key client relationships and contributed to multiple new customer wins and account revenue growth through his sales activities and client relationship development efforts.

22. Plaintiff first worked for Defendants at the company's Colorado office. In 2018, Plaintiff relocated from Colorado to San Jose, California to support Defendants' West Coast operations.

23. In October 2023, Defendants acquired Silverline—a New York-based digital transformation consultancy and Salesforce service partner—for $132 million. In March 2024, six months after the acquisition, Defendants offered Plaintiff the position of Vice President of Sales leading the Silverline Synergy Business (herein referred to as "Silverline" or "Synergy"), a cross-selling initiative designed to integrate Silverline's specialized Salesforce consulting services with MPHASIS's existing client base. Defendants assigned Plaintiff to lead the Silverline business based on his previous successes while working for Defendants.

24. On July 16, 2024, Defendants, through MPHASIS senior executives Mr. Ashok Subbarama, Chief of Staff for the President of MPHASIS, and Ms. Mamta Malhotra, Senior Vice President leading the overall integration of Synergy, made express statements to Plaintiff during a telephone call that he would be paid a commission equal to 0.2% of all Total Contract Value (TCV) closed on Synergy deals plus a revenue-based bonus equal to 30% of his base salary, proportional to revenue achieved versus target. The senior executives and Plaintiff also agreed on a mechanism for recognizing which deals would count toward Synergy targets, and agreed that the Aggrieved Employees would also be paid commissions on terms yet to be determined.

25. Defendants, however, never presented Plaintiff or the Aggrieved Employes with a written commission agreement as required by Labor Code section 2751.

26. Plaintiff nonetheless performed under the oral commission agreement, closing $18.4 million in TCV and delivering quarterly revenue growth despite facing ever-changing goalposts and revenue misclassification issues that artificially deflated his team's reported performance.

27. Notwithstanding Plaintiff's outstanding performance, Defendants never paid Plaintiff any of the commissions he was owed, in breach of the commission agreement as well as the implied covenant of good faith and fair dealing.

28. In fact, Defendants systematically undermined Plaintiff's ability to earn commissions by continuously changing and increasing sales targets throughout 2024, creating deliberate confusion to avoid paying owed compensation.

29. The sales targets began with a $70M overall Silverline target and $4.5-5M Quarter 4 (Q4) Synergy target, communicated by Mr. Elango R., President of MPHASIS on a whiteboard during a May 9, 2024 San Jose executive workshop.

30. Next, Plaintiff learned of new targets of $31.5M Synergy revenue and $50M TCV on June 21, 2024, communicated by Mr. Subbarama over email.

31. Next, on June 25, 2024, Plaintiff was asked by Mr. Elango to present Synergy's progress and goals to an MPHASIS Board member. Mr. Elango and Mr. Subbarama finalized the presentation before sending it to Plaintiff to present. The new goals they listed for Q4 were $5M in revenue, representing a 56% growth over the anticipated Q1 revenues. The new goal implied that Plaintiff could generate $16M in revenue, with Q2 and Q3 forecasted goals of approximately $3.8M and $4.3M.

32. Next, Plaintiff learned the same day that the targets shifted to $29.5-31M revenue. This was communicated in a presentation session from which Plaintiff was excluded.

33. In a July 9, 2024, "Art of the Possible" document created by Mr. Elango and sent to Plaintiff by email, Defendants communicated a new target of $12.5M Q4 revenue.

34. In an email dated August 20, 2024, Mr. Subbarama and Ms. Malhotra communicated targets of $25M revenue and $30M TCV.

35. On November 27, 2024, Plaintiff learned of a $8-9M Q4 target from Mr. Elango. This target was unrealistic because it was twice the Q3 revenue.

36. The frequent increases and changes in targets, including the final target for fourth quarter, demonstrated the impossible nature of these constantly shifting demands that were designed to prevent commission payments rather than establish achievable business goals.

37. Defendants also systematically misclassified revenue to artificially deflate Plaintiff's performance. For instance, Defendants recognized only $450,000 as revenue in Q3 despite the fact that Plaintiff and his team closed the "CBRE Deal" on December 30, 2024—with a scheduled start in January 2025—worth approximately $550,000 in TCV. More problematically, this deal was incorrectly classified as a "Salesforce license resale deal" rather than the consulting and implementation services deal it represented. As a result, while Defendants recognized the revenue for its overall business, the

revenue was not credited to Synergy, artificially reducing Plaintiff's and his team's reported performance.

38. Such misclassification of revenue was not an isolated incident. On November 26, 2024, Chetan Prasad, Delivery Head of Silverline, sent an email to Deepanshu Chugh, Finance Head of Silverline, reporting into MPHASIS Finance, highlighting ongoing issues where Mphasis Business Finance Operations was unilaterally deciding not to recognize certain Silverline Synergy revenue, creating systematic underreporting of Plaintiff's and his team's actual performance.

39. Plaintiff believed that Defendants' failure to pay him and his team the commissions they were due violated the law.

40. Plaintiff complained to Defendants beginning in July 2024, and continuing through February 2025, about Defendants' failure to pay him and his team the commissions they were due. For instance, Plaintiff sent emails to executive leadership on December 11, 12, and 13, 2024, insisting on commission payouts for his team after he had submitted a list of Synergy deals to Ms. Malhotra to process the commission payments on December 4, 2024.

41. On January 7, 2025, Plaintiff sent an additional email demanding commission payouts, continuing his advocacy for his team's earned compensation. Around this time, Ms. Malhotra, Mr. Suresh Subbiah (the CEO of the Silverline Synergy Business), and Mr. Elango verbally confirmed to Plaintiff that he and his team's commission payments were "pending approval." However, Plaintiff and his team continued to work without pay and without any updates on when they would receive payment.

42. Plaintiff continued to complain about the lack of any written commission plan and the unpaid commissions to MPHASIS executive leadership through early February 2025.

43. On January 21, 2025, Mr. Subbiah informed Plaintiff that the company was removing Plaintiff from Silverline with immediate effect.

44. On February 11, 2025, well within 90 days of Plaintiff's complaints, MPHASIS, through Human Resources leader Mr. Kishore GR, notified Plaintiff that the company was discharging him.

45. On February 14, 2025, MPHASIS, through Mr. Kishore GR, offered Plaintiff a lump sum severance, but stated that there would be no payment for the commissions.

46. MPHASIS discharged Plaintiff as an employee effective February 25, 2025.

47. Notably, the termination was not based on Plaintiff's performance. On January 21, 2025, during a one-on-one video call, Mr. Subbiah told Plaintiff that his termination was not performance-related and confirmed that the Synergy business remained critical for future growth. Synergy CEO Subbiah informed Plaintiff that the sales leader of the Standalone business, Ms. Rachel Brean, would be retained even though the Standalone business continued to decline. Meanwhile, Ms. Malhotra verbally reported to Plaintiff in December that the commissions for the Standalone sales teams were paid out in full, while his team still had no commission plans or payouts. Mr. Subbiah confirmed her statement during monthly townhalls with all Synergy employees and in weekly sales and revenue forecasting calls with Synergy's leadership team dating back to November.

48. Plaintiff is informed and believes that officers, managing agents and/or directors of MPHASIS were responsible for the various statements, omissions and misrepresentations about the sales targets and the terms of commissions for him and his team. These responsible managing individuals include Mr. Ashok Subbarama, Mr. Elango R, Mr. Suresh Subbiah, and Ms. Mamta Malhotra.

49. Plaintiff is informed and believes that officers, managing agents and/or directors of MPHASIS were responsible for the decision to terminate his employment. These responsible decision-makers are believed to include Mr. Ashok Subbarama, Mr. Suresh Subbiah, Mr. Kishore GR, Mr. Elango R., and Ms. Mamta Malhotra.

50. As a result of Defendants' wrongdoing, Plaintiff has suffered substantial economic damages in unpaid commissions and lost earnings, and experienced substantial emotional distress.

FIRST CAUSE OF ACTION
VIOLATION OF CALIFORNIA LABOR CODE § 2751(a)-(b)
(By Plaintiff and LWDA Against Defendants)

51. Plaintiff incorporates the foregoing allegations as if fully set forth herein.

52. California Labor Code section 2751(a) requires employers to provide written commission agreements to employees whose compensation is based in whole or in part on commissions. Labor Code section 2751(b) requires employers to obtain signed receipts acknowledging receipt of such agreements. (Lab. Code § 2751(a)-(b)).

53. Plaintiff's and the Aggrieved Employees' compensation was based in part on commissions, as established in the July 16, 2024, agreement providing for Total Contract Value-based commissions and revenue-based bonuses.

54. Defendants violated Labor Code section 2751(a) when they failed to provide Plaintiff and other Aggrieved Employees with a written commission contract while working at MPHASIS.

55. Defendants further violated Labor Code section 2751(b) when they failed to provide a signed copy of a commission contract to Plaintiff and the Aggrieved Employees.

56. By virtue of Defendants' violation of Labor Code section 2751, Plaintiff, LWDA, and the Aggrieved Employees are entitled to civil penalties, injunctive relief, and attorneys' fees and costs pursuant to Labor Code section 2699, in particular subdivisions (e)(1), (f)(2), and (k)(1).

SECOND CAUSE OF ACTION
VIOLATION OF LABOR CODE § 204
(By Plaintiff and LWDA against Defendants)

57. Plaintiff incorporates the foregoing allegations as if fully set forth herein.

58. Labor Code section 204 requires that employers timely pay an employee's earned wages. (Lab. Code § 204).

59. On July 16, 2024, Defendants entered into a verbal commission agreement with Plaintiff that entitled him to: (1) 0.2% of all Total Contract Value (TCV) closed on Synergy deals, and (2) revenue-based bonuses equal to 30% of his base salary, proportional to revenue achieved versus target.

60. Plaintiff fully performed his obligations under this verbal commission agreement, successfully closing revenue that entitled him to commissions.

61. Based on his revenue performance through Q3, Plaintiff also earned revenue-based bonuses.

62. Despite Plaintiff's performance and repeated demands, Defendants have willfully or intentionally not paid Plaintiff any of the earned commissions or bonuses.

63. Defendants' willful or intentional failure to pay these earned wages violates Labor Code section 204, as commissions constitute wages which require immediate payment upon discharge.

64. Plaintiff is informed and believes, and on that basis alleges, that Defendants have similarly failed to pay the commissions for the Aggrieved Employees in violation of Labor Code section 204, and that such failures to pay were willful or intentional.

65. Plaintiff, LWDA, and the Aggrieved Employees are entitled to recover civil penalties in the amount of $200 for each willful failure to pay the Aggrieved Employees, plus 25% of the amounts unlawfully withheld, pursuant to Labor Code Section 210, subdivision (b).

66. In addition, Plaintiff is entitled to injunctive relief and attorneys' fees and costs pursuant to Labor Code Section 2699.

THIRD CAUSE OF ACTION
VIOLATION OF LABOR CODE §§ 201 and 202
(By Plaintiff and LWDA against Defendants)

67. Plaintiff incorporates the foregoing allegations as if fully set forth herein.

68. Labor Code section 201 requires final wages to be paid no later than the day of discharge. Section 202 requires final wages to be paid on the last day of work if an employee provided at least 72 hours advance notice of the day they intended to quit, or within 72 hours of the day of quitting if that advance notice was not provided.

69. Despite these requirements, Defendants have not paid Plaintiff and the Aggrieved Employees all of their earned wages, including unpaid commission wages, upon resignation or termination.

70. Defendants' failure to pay final wages timely is the result of their willful and intentional nonpayment of commission wages to Plaintiff and the Aggrieved Employees.

71. By virtue of Defendants' failure to timely provide final wages to their employees upon separation from employment, Plaintiff and the Aggrieved Employees are entitled to waiting time penalties pursuant to Labor Code section 203.

72. By virtue of their failure to timely provide final wages to their employees upon separation from employment, Plaintiff, LWDA, and the Aggrieved Employees are entitled to civil penalties for each violation of Labor Code sections 201 or 202 pursuant to Labor Code section 2699, subdivision (f)(2).

73. In addition, Plaintiff is entitled to injunctive relief and attorneys' fees and costs pursuant to Labor Code Section 2699.

FOURTH CAUSE OF ACTION
RETALIATION IN VIOLATION OF CALIFORNIA LABOR CODE § 98.6
(By Plaintiff and LWDA Against Defendants)

74. Plaintiff incorporates the foregoing allegations as if fully set forth herein.

75. Labor Code section 98.6 provides:

> A person shall not discharge an employee or in any manner discriminate, retaliate, or take any adverse action against any employee . . . because of the exercise by the employee . . . on behalf of themselves or others of any rights afforded them."

(Lab. Code § 98.6, subd. (a).)

76. There is a rebuttable presumption in favor of the employee's claim for retaliation if an employer engages in any action prohibited by this Labor Code section 98.6 within 90 days of the protected activity. (Lab. Code § 98.6, subd. (b)(1).)

77. From July 2024 through February 2025, Plaintiff engaged in protected activities by repeatedly advocating for the payment of earned commissions owed to himself and his sales team, complaining about the lack of written commission agreements required by Labor Code section 2751, and demanding compliance with wage and hour laws.

78. Plaintiff's protected activities included organizing calls to discuss commission plans, submitting deal data for commission calculations, sending multiple emails demanding commission payouts, and advocating for his team's rights to receive earned wages in accordance with California law.

79. In direct retaliation for Plaintiff's protected advocacy, Defendants removed him from his Silverline position on February 11, 2025, within 90 days of his most recent demand for commission payments, and formally terminated his employment on February 25, 2025.

80. The timing of Plaintiff's termination, coupled with Defendants' admission that the decision was not performance-related, the retention of other sales leaders who had declining performance, and the explicit company messaging that the Synergy business remained critical for growth, demonstrates the retaliatory motive behind Defendants' adverse employment actions.

81. Defendants' conduct in refusing to pay earned commissions even during severance negotiations further evidences the retaliatory nature of the termination and Defendants' intent to punish Plaintiff for his protected advocacy.

82. As a direct and proximate result of Defendants' retaliation, Plaintiff has suffered substantial damages, including unpaid commissions and bonuses, lost wages and benefits after his termination, and ongoing economic losses due to career disruption and difficulty securing comparable employment.

83. Plaintiff is also entitled to civil penalties up to $10,000 under Labor Code Section 98.6 subdivision (b)(3).

84. Plaintiff was required to retain attorneys and is entitled to attorney's fees and expenses under Labor Code Section 2699.

FIFTH CAUSE OF ACTION
RETALIATION IN VIOLATION OF CALIFORNIA LABOR CODE § 1102.5
(By Plaintiff and LWDA Against Defendants)

85. Plaintiff incorporates the foregoing allegations as if fully set forth herein.

86. California Labor Code § 1102.5, subdivision (b), prohibits retaliation against employees for internally reporting legal violations or disclosing information to superiors or other corporate authorities that may constitute a legal violation. It also prohibits retaliation against those perceived to have undertaken a protected activity such as internal or external whistleblowing, and anticipatory retaliation by a manager who believes the employee might be a prospective whistleblower.

87. From July 2024 through February 2025, Plaintiff engaged in protected activities by repeatedly advocating for the payment of earned commissions owed to himself and his sales team, complaining about the lack of written commission agreements required by Labor Code section 2751, and demanding compliance with wage and hour laws.

88. Plaintiff's protected activities included organizing calls to discuss commission plans, submitting deal data for commission calculations, sending multiple emails demanding commission payouts, and advocating for his team's rights to receive earned wages in accordance with California law.

89. In direct retaliation for Plaintiff's protected advocacy, Defendants removed him from his Silverline position on February 11, 2025, within 90 days of his most recent demand for commission payments, and formally terminated his employment on February 25, 2025.

90. The timing of Plaintiff's termination, coupled with Defendants' admission that the decision was not performance-related, the retention of other sales leaders who had declining performance, and the explicit company messaging that the Synergy business remained critical for growth, demonstrates the retaliatory motive behind Defendants' adverse employment actions.

91. As a direct and proximate result of the actions of Defendants, Plaintiff has suffered and will continue to suffer pain and mental anguish and emotional distress.

92. As a direct and proximate result of the actions of Defendants, Plaintiff has suffered and will continue to suffer a loss of earnings, other employment benefits, and other economic damages related to his termination.

93. Plaintiff is entitled to general compensatory, economic and non-economic damages in amounts to be proven at trial.

94. The conduct of Defendants described above was outrageous and was executed with malice, fraud, and oppression, and with conscious disregard for Plaintiff's rights. Defendants acted with the intent and purpose of injuring Plaintiff and deterring other employees from undertaking protected activities in furtherance of the rights of employees.

95. Plaintiff is entitled to recover punitive and exemplary damages in amounts to be proved at trial, in addition to any other remedies and damages allowable by law.

96. Plaintiff is also entitled to civil penalties up to $10,000 under Labor Code Section 1102.5 subdivision (f).

97. Plaintiff was required to retain attorneys and is entitled to attorney's fees and expenses under Labor Code Sections 1102.5 and 2699.

SIXTH CAUSE OF ACTION
BREACH OF CONTRACT
(By Plaintiff Against Defendants)

98. Plaintiff incorporates the foregoing allegations as if fully set forth herein.

99. On July 16, 2024, during a telephone call between Plaintiff, Mr. Subbarama, and Ms. Malhotra, the parties entered into a valid and binding oral commission agreement.

100. Under this oral agreement, Plaintiff was entitled to: (1) 0.2% of all Total Contract Value (TCV) closed on Synergy deals, and (2) revenue-based bonuses equal to 30% of his base salary, proportional to revenue achieved versus established targets.

101. The parties agreed on a mechanism for recognizing which deals would count toward Synergy targets and established that Plaintiff would have authority to create custom commission plans for sales executives reporting to him.

102. Plaintiff provided valuable consideration for this agreement by accepting the Silverline Synergy leadership role, performing his sales and management duties, and successfully closing $18,437,989 in TCV for Synergy deals during FY25.

103. Plaintiff fully performed his obligations under the oral contract, achieving exceptional results despite Defendants' constantly changing targets and systematic revenue misclassification issues.

104. Defendants have materially breached the oral commission agreement by refusing to pay earned commissions owed to Plaintiff despite his full performance.

105. Defendants' breach was not justified by any failure of performance on Plaintiff's part, as even Defendants acknowledged that his removal from the Silverline position was not performance-related.

106. As a direct and proximate result of Defendants' breach, Plaintiff has suffered commission damages, plus interest and additional consequential damages.

SEVENTH CAUSE OF ACTION
<u>BREACH OF IMPLIED COVENANT OF GOOD FAITH AND FAIR DEALING</u>
(By Plaintiff Against Defendants)

107. Plaintiff incorporates the foregoing allegations as if fully set forth herein.

108. The employment relationship between Plaintiff and Defendants, including the oral commission agreement, contained an implied covenant of good faith and fair dealing that required both parties to refrain from doing anything to deprive the other party of the benefits of their agreement.

109. This covenant required Defendants to act honestly and reasonably in implementing the commission agreement, calculating commission payments, and managing Plaintiff's employment relationship.

110. Defendants breached the implied covenant of good faith and fair dealing by systematically misclassifying revenue to avoid paying earned commissions, constantly changing targets without providing written documentation, and ultimately refusing to pay any portion of the earned commissions despite Plaintiff's performance.

111. Defendants further breached this covenant by terminating Plaintiff in retaliation for his advocacy regarding commission payments, thereby preventing him from continuing to earn commissions and depriving him of the benefits of the employment relationship.

112. Defendants' conduct was undertaken in bad faith with the purpose of depriving Plaintiff of the benefits of his commission agreement and employment relationship.

113. Defendants' breach was substantial and material, as it deprived Plaintiff of earned commissions and ultimately of employment itself.

114. As a direct and proximate result of Defendants' breach of the implied covenant, Plaintiff has suffered substantial damages, including lost commissions, lost wages, lost benefits, and damage to his career prospects.

EIGHTH CAUSE OF ACTION
UNFAIR BUSINESS PRACTICES
(By Plaintiff Against Defendants)

115. Plaintiff incorporates the foregoing allegations as if fully set forth herein.

116. California Business and Professions Code section 17200 prohibits unfair, unlawful, or fraudulent business practices. (Cal. Bus. & Prof. Code § 17200).

117. Defendants engaged in unlawful business practices by violating numerous Labor Code sections through their systematic wage theft, retaliation against Plaintiff for protected advocacy, and failure to provide required written commission agreements.

118. Defendants engaged in unfair business practices by promising commission-based compensation to induce Plaintiff's continued employment and performance, then refusing to pay earned commissions despite Plaintiff's full performance of the agreed-upon duties.

119. Defendants' practices were unfair because they violated established public policy protecting employee wage rights, harmed Plaintiff without corresponding benefit to consumers or competition, and were contrary to the letter and spirit of Labor Code protections.

120. Defendants engaged in fraudulent business practices by making promises about commission payments and written documentation with no intention of fulfilling those promises, and by systematically misclassifying revenue to avoid paying earned commissions.

121. Defendants' unfair business practices caused substantial injury to Plaintiff in the form of unpaid wages, lost employment, and damage to his career prospects.

122. As a result of Defendants' unfair business practices, Plaintiff has lost money and property in the form of unpaid commissions and revenue-based bonuses and continuing economic losses from unemployment.

123. Plaintiff seeks restitution of all unpaid commissions and other monetary relief under Business and Professions Code section 17203.

124. Plaintiff also seeks injunctive relief requiring Defendants to comply with Labor Code requirements regarding commission agreements and wage payments for current and future employees.

PRAYER FOR RELIEF

WHEREFORE, Plaintiff prays for judgment against Defendants, and each of them, as follows:

A. For general and compensatory damages in an amount to be determined at trial;

B. For punitive damages;

C. For prejudgment interest and all other interest to the extent allowable by law;

D. For an award of civil penalties in an amount to be determined at trial;

E. For an award of reasonable attorneys' fees pursuant to statute;

F. For injunctive relief;

G. For an award of costs of suit; and

H. For such other and further relief as the Court deems proper and just.

Respectfully submitted,

Dated: October 3, 2025

VALERIAN LAW, P.C.

By: ____________________

Xinying Valerian
Dan L. Gildor
Salina Isaq

Attorneys for Plaintiff RAHUL LANJEWAR

DEMAND FOR JURY TRIAL

Plaintiff hereby demands a trial by jury on all causes of action and issues triable by jury.

Respectfully submitted,

Dated: October 3, 2025

VALERIAN LAW, P.C.

By: ____________________

Xinying Valerian

Attorneys for Plaintiff RAHUL LANJEWAR

Exhibit A

VALERIAN LAW, PC

Xinying Valerian, Esq.
2222 Harold Way
Berkeley, CA 94704

888-686-1918 (tel)
510-982-4513 (fax)
xinying@valerian.law

March 28, 2025

Via Online Filing
Labor and Workforce Development Agency
Department of Industrial Relations

Re: Labor Code Violations Committed by Mphasis Corp.

Dear Labor and Workforce Development Agency:

I write pursuant to California Labor Code section 2699.3 to notify you of the Labor Code violations committed by Mphasis Corp. ("Mphasis") against my client Rahul Lanjewar and all other employees in California who have been paid at least in part through commissions as defined under Labor Code section 204.1.

Mphasis is a Delaware Corporation with its principal place of business in New York, New York. It provides Information Technology (IT) solutions specializing in cloud and cognitive services globally. Mphasis employs people like Mr. Lanjewar to sell its products and services and grow its business. Mphasis pays such individuals a base salary plus a commission.

Mr. Lanjewar became Vice President of Sales at Mphasis' Silverline Synergy Business ("Silverline") following their acquisition of the business in October 2023. In that position, Mr. Lanjewar would be paid a base salary plus a commission, much as he had been paid since he started working for Mphasis in 2010. This pay structure was confirmed in a telephone call on July 16, 2024, in which Mphasis executives Mr. Subbarama and Ms. Malhorta shared the terms of Mr. Lanjewar's commissions, stating that he would receive a 0.2% commission on the total contract value of all closed Silverline deals, a 30% revenue-based incentive on his base salary, a clear mechanism to identify qualifying deals, and a custom incentive plan for his sales team. Mphasis, however, never provided this plan to Mr. Lanjewar in writing. Moreover, it subsequently failed to pay Mr. Lanjewar any commissions even though he consistently met the targets that Mphasis set for him and his team.

Mr. Lanjewar believes that Mphasis compensated other employees in California at least partially through commissions as defined under Labor Codes section 204.1. Mr. Lanjewar believes that these employees similarly did not receive a contract in writing that sets forth the method by which their commissions would be computed and paid. Mr. Lanjewar also believes that Mphasis further failed to pay commissioned employees the commissions they earned. Therefore, this PAGA notice is intended to apply to all California-based employees who may be aggrieved by the same Labor Code violations.

Xinying Valerian, Esq.
2222 Harold Way
Berkeley, CA 94704

888-686-1918 (tel)
510-982-4513 (fax)
xinying@valerian.law

The specific Labor Code violations that Mr. Lanjewar and other commissioned employees in California (the "aggrieved employees") suffered are discussed below.

Labor Code Violations

Labor Code Section 2751.

Labor Code section 2751, subdivision (a), provides that:

> [w]henever an employer enters into a contract of employment with an employee for services to be rendered within this state and the contemplated method of payment of the employee involves commissions, the contract shall be in writing and shall set forth the method by which the commissions shall be computed and paid.

The purpose of this requirement is to protect employees whose compensation includes commissions who otherwise would be vulnerable to employer manipulations and obfuscations regarding their compensation. (See *Lett v. Paymentech, Inc.* (N.D. Cal. 1999) 81 F.Supp.2d 992, 994.).

Subdivision (b) of section 2751 provides:

> The employer shall give a signed copy of the contract to every employee who is a party thereto and shall obtain a signed receipt for the contract from each employee.

As discussed above, Mr. Lanjewar joined Mphasis in March 2010. At that time, his contract included a base salary plus commission. His contract remained the same through his relocation to California in 2018. In 2024, he became Vice President of the Silverline project. In that position, he would continue to be paid a base salary plus commission. This was confirmed in a phone call on July 16, 2024.

Mphasis, however, never reduced the commission terms expressed during the July 16, 2024 phone call—or at any other time—to a writing that specifically set forth the methods by which his commissions would be computed and paid. Mphasis also never provided other commissioned employees, like Mr. Lanjewar's sales team, with any written contract setting out the method by which their commissions would be computed and paid. Mphasis' failure to provide Mr. Lanjewar and other commissioned employees a written contract that set forth the manner in which their commissions would be computed and paid violates Labor Code section, 2751, subdivision(a).

Xinying Valerian, Esq.
2222 Harold Way
Berkeley, CA 94704

888-686-1918 (tel)
510-982-4513 (fax)
xinying@valerian.law

Though Mphasis did provide Mr. Lanjewar with certain sales targets in writing via email, providing Mr. Lanjewar with these targets does not absolve Mphasis of their failure to provide Mr. Lanjewar and his team with the full method by which the commissions would be computed and paid. Even if the emailed sales targets could be construed as a written contract setting forth the method by which commissions would be computed and paid—which they cannot be so construed—Mphasis still violated Labor Code section 2751, subdivision (b), because the emails were not signed, and did not request a signed receipt as required by section 2751.[1]

Mphasis' failure to provide Mr. Lanjewar and other commissioned employees with written commission plans setting forth the method of computing and paying commissions, and failing to issue and collect signed receipts violate Labor Code section 2751, subdivision (a) and (b).

<u>Labor Code Sections 201 and 204.</u>

Labor Code section 201 requires that an employer immediately pay all wages earned upon discharge. Labor code section 203 provides that if an employer fails to pay wages to a discharged or quitting employee, the employer must pay the employee his or her daily wages until the wages are paid for up to 30 days. Labor Code section 204 requires that employers pay an employee's earned wages in a timely manner.

Mr. Lanjewar and the Silverline sales team consistently met their sales targets, earning them the commission wages Mphasis had promised them. In fact, after submitting the closed deals for Q1, Q2, and Q3, Ms. Malhotra and the Mphasis executive leadership verbally confirmed to Mr. Lanjewar that he and his team's commission payments were 'pending approval.' Mphasis, however, has yet to pay out these payments, violating Labor Code section 204.[2]

This practice soon became Mphasis' norm. For instance, notwithstanding the fact that Mr. Lanjewar in December 2024 provided Ms. Malhotra the data she had requested in November to process incentive payouts, Mphasis did not pay out any commissions. In December 2024 and January 2025, Mr. Lanjewar repeatedly followed up with executive leadership about commission payouts. He reminded them of the earned commissions owed to him and his team and provided a list of closed Silverline deals. Mphasis continued to not pay these earned wages even when Mphasis terminated Mr. Lanjewar on February 11, 2025. By then, Mr. Lanjewar estimates that

[1] Labor Code section 2751, subdivision (b), provides: "The employer shall give a signed copy of the contract to every employee who is a party thereto and shall obtain a signed receipt for the contract from each employee."

[2] While Mphasis was failing to pay Mr. Lanjewar and his team members the commission they earned for the growth in revenues they generated, Mphasis did pay commissions to its employees on a different team that was less successful with declining business.

Xinying Valerian, Esq.
2222 Harold Way
Berkeley, CA 94704

888-686-1918 (tel)
510-982-4513 (fax)
xinying@valerian.law

Mphasis owed him $36,876 in commissions. Mphasis further owes Mr. Lanjewar $32,670 in revenue incentive wages given that Mr. Lanjewar delivered revenue for Mphasis through Q3.

Mphasis' failure to pay Mr. Lanjewar and other commissioned employees their wages constitute wage theft and late payment of wages upon termination in violation of Labor Code sections 201 and 204. Mphasis has also violated Labor Code section 203 by not paying Mr. Lanjewar any waiting time penalties incurred through its failure to pay him all the wages he earned at the time of his termination.

Labor Code sections 98.6 and 1102.5.

Labor Code section 98.6, subdivision (b), prohibits retaliation against employees for engaging in any conduct delineated in Chapter 5 of Part 3 of Division 2 of the Labor Code, including retaliation against an employee for disclosing to a superior a potential violation of state or federal law. There is a rebuttable presumption of unlawful retaliation if an employer engages in any action prohibited by section 98.6 within 90 days of the protected activity. (Lab. Code, § 98.6, subd. (b)(1).)

Labor Code section 1102.5, subdivision (b), similarly prohibits retaliation against employees for internally reporting legal violations or disclosing information to superiors or other corporate authorities that may constitute a legal violation by the employer. It also prohibits retaliation against those perceived to have undertaken a protected activity such as internal or external whistleblowing, and anticipatory retaliation by a manager who believes the employee might be a prospective whistleblower.

In the present case, Mr. Lanjewar complained to his superiors about the lack of a written commission plan and unpaid earned commissions throughout December 2024. Mphasis subsequently terminated Mr. Lanjewar on February 11, 2025, well within 90 days of Mr. Lanjewar's last complaint.

Though Mphasis will likely contend that Mr. Lanjewar was terminated as part of a restructuring, the timing of his termination, his stellar performance for over 15 years with Mphasis and the returns that he provided Mphasis, when coupled with the appointment of Rachel Brean—a less successful cohort—to be his successor, all demonstrate otherwise.

Despite his success leading Silverline, Mr. Lanjewar and other commissioned employees were isolated and targeted by the executives at Mphasis through constantly moving revenue targets[3], refusal to provide written commission agreements, and a failure to pay earned wages. Mphasis violated Mr. Lanjewar's and other commissioned employees' employment rights,

[3] Beginning in May 2024 through November 2024 Mr. Lanjewar and his team received conflicting sales targets that would change within a matter of hours, days, and weeks. The targets were often shared informally via conversation or email.

Xinying Valerian, Esq.
2222 Harold Way
Berkeley, CA 94704

888-686-1918 (tel)
510-982-4513 (fax)
xinying@valerian.law

cheated them out of earned commissions, and denied him career development opportunities by terminating him. The actions taken by Mphasis are in violation of Labor Code 98.6 and 1102.5.

Conclusion

Mphasis has violated the Labor Code. The LWDA, therefore, should investigate Mphasis' practices with respect to all California-based employees who were paid at least in part in commissions. Mr. Lanjewar intends to recover civil penalties and attorneys' fees for all violations of the Labor Code alleged herein within a year before the date of this notice should you decline to investigate.

Thank you for your prompt attention to this matter. I look forward to your response.

Very truly yours,

XValerian

Xinying Valerian, Esq.

Cc: (Via Certified Mail)

Mphasis, Inc.

c/o Corporate Creations Network, Inc.

7801 Folsom Blvd, #202

Sacramento, CA 95826