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Attorneys for Plaintiff
NEIL ROONGS

SUPERIOR COURT OF THE STATE OF CALIFORNIA

FOR THE COUNTY OF LOS ANGELES

NEIL ROONGS, as an individual and on
behalf of all other current and former
Aggrieved Employees,

Plaintiff,

vs.

INFOSYS LIMITED, a foreign corporation;
and DOES 1 through 100, inclusive,

Defendants.

Case No.: 25STCV22146

**REPRESENTATIVE ACTION
COMPLAINT:**

**(1) CIVIL PENALTIES UNDER THE
PRIVATE ATTORNEYS GENERAL
ACT (LABOR CODE § 2698 et seq.)**

UNLIMITED CIVIL CASE

Electronically FILED by
Superior Court of California,
County of Los Angeles
7/28/2025 2:33 PM
David W. Slayton,
Executive Officer/Clerk of Court,
By A. Munoz, Deputy Clerk

1 Plaintiff Neil Roongs (“Plaintiff”), on behalf of himself and all other current and former
2 Aggrieved Employees, hereby brings this Representative Action Complaint (“Complaint”)
3 against Infosys Limited, a foreign corporation; and DOES 1 to 100, inclusive (collectively
4 “Defendants”), and on information and belief alleges as follows:

5 **JURISDICTION**

6 1. Plaintiff, on behalf of himself and all other current and former Aggrieved
7 Employees, hereby brings this Complaint for recovery of civil penalties under California Labor
8 Code Private Attorneys General Act of 2004 (“PAGA”), Cal. Labor Code § 2698 *et seq.* This
9 Complaint is brought pursuant to California Code of Civil Procedure § 382. This Court has
10 jurisdiction over Defendants’ violations of the California Labor Code because the amount in
11 controversy exceeds this Court’s jurisdictional minimum.

12 **VENUE**

13 2. Venue is proper in this judicial district pursuant to Cal. Code of Civ. Proc. §§
14 395(a) and 395.5, as at least some of the acts and omissions complained of herein occurred in the
15 County of Los Angeles. Defendants own, maintain offices, transact business, have agent(s)
16 within the County of Los Angeles, and/or otherwise are found within the County of Los Angeles,
17 and Defendants are within the jurisdiction of this Court for purposes of service of process.

18 **PARTIES**

19 3. Plaintiff is an individual over the age of eighteen (18). At all relevant times herein,
20 Plaintiff was and currently is, a California resident. During the one year immediately preceding
21 Plaintiff giving the required notice under the PAGA, and within the statute of limitations periods
22 applicable to each cause of action pled herein, Plaintiff was employed by Defendants as a non-
23 exempt employee.

24 4. Plaintiff is informed and believes, and based thereon alleges, that during the one
25 year preceding Plaintiff giving the required notice under the PAGA, Defendants did (and continue
26 to do) business as a digital services and consulting company. Defendants employed Plaintiff and
27 other, similarly-situated non-exempt employees within, among other counties, Los Angeles
28 County and the state of California and, therefore, were (and are) doing business in Los Angeles

County and the State of California.

5. Plaintiff does not know the true names or capacities, whether individual, partner, or corporate, of the defendants sued herein as DOES 1 to 100, inclusive, and for that reason, said defendants are sued under such fictitious names, and Plaintiff will seek leave from this Court to amend this Complaint when such true names and capacities are discovered. Plaintiff is informed, and believes, and based thereon alleges, that each of said fictitious defendants, whether individual, partners, or corporate, were responsible in some manner for the acts and omissions alleged herein, and proximately caused Plaintiff and other current and former Aggrieved Employees to be subject to the unlawful employment practices, wrongs, injuries and damages complained of herein.

6. Plaintiff is informed, and believes, and thereon alleges, that at all times mentioned herein, Defendants were and are the employers of Plaintiff and the aggrieved employees.

7. At all times herein mentioned, each of said Defendants participated in the doing of the acts hereinafter alleged to have been done by the named Defendants; and furthermore, the Defendants, and each of them, were the agents, servants, and employees of each and every one of the other Defendants, as well as the agents of all Defendants, and at all times herein mentioned were acting within the course and scope of said agency and employment. Defendants, and each of them, approved of, condoned, and/or otherwise ratified each and every one of the acts or omissions complained of herein.

8. At all times mentioned herein, Defendants, and each of them, were members of and engaged in a joint venture, partnership, and common enterprise, and acting within the course and scope of and in pursuance of said joint venture, partnership, and common enterprise. Further, Plaintiff alleges that all Defendants were joint employers for all purposes of Plaintiff and all other aggrieved employees.

GENERAL FACTUAL ALLEGATIONS

9. Plaintiff, a current non-exempt employee, has been employed by Defendants as a non-exempt employee since approximately May 2022. Plaintiff's job title is Tech Support Associate and his duties include, without limitation, assisting clients with information technology systems.

1 10. Plaintiff was generally scheduled to work five days a week, Monday and
2 Wednesday through Saturday from 8:00 a.m. to 5:00 p.m.

3 11. Defendants required Plaintiff to record his time worked by inputting his in and out
4 time into a spreadsheet. Plaintiff often worked between 8 and 9.5 hour shifts.

5 12. Throughout Plaintiff's employment with Defendants, Defendants would keep
6 track of Plaintiff's time worked and would unlawfully shave Plaintiff's work time and/or round
7 Plaintiff's work time such that Plaintiff would not be fully paid for all time worked. Specifically,
8 Defendants shaved and/or rounded Plaintiff's time worked to the nearest half hour. This time
9 shaving/rounding practice utilized by Defendants was not even-handed over time and would
10 round and shave in Defendants' favor such that Plaintiff was routinely underpaid for his time
11 worked. Further, Defendants required Plaintiff to work off-the-clock, that is perform work duties
12 while not clocked in. Specifically, Defendant required Plaintiff to record taking a one hour lunch
13 per shift but to take only 30 minutes. During Plaintiff's employment with Defendants, he often
14 worked in excess of 8 hours per workday and/or 40 hours per work week, and therefore, had
15 Plaintiff been properly paid for all of the time that he actually worked, he would have been paid
16 additional minimum and/or overtime wages. These practices by Defendants resulted in
17 Defendants not properly tracking the time worked by Plaintiff, and also resulted in Defendants
18 paying Plaintiff less than he was owed for the work he performed, including failing to pay him
19 all required minimum and overtime wages.

20 13. Throughout Plaintiff's employment with Defendants, Plaintiff was not provided
21 all required meal periods due to Defendants' meal period policies and practices, which fail to
22 provide 30-minute first meal periods before the end of the fifth hour of work. Specifically, due
23 to Defendants' work demands, the meal periods were untimely or otherwise in violation of
24 California law.

25 14. Although Plaintiff was not provided with all legally-compliant meal periods to
26 which he was entitled, Defendants failed to compensate Plaintiff with the required meal period
27 premium for each workday in which he experienced a meal period violation as mandated by Labor
28 Code § 226.7.

1 15. Defendants also failed to reimburse Plaintiff and other hourly, non-exempt
2 employees for necessary business expenses incurred during the relevant time period. Specifically,
3 Defendants required Plaintiff and other hourly, non-exempt employees to work from home and
4 required them to purchase work supplies, to use their personal cellular phone for business
5 purposes, use their internet services for business purposes and otherwise use/purchase other items
6 necessary for work (such as a desk, chair, and pens and paper,). Accordingly, despite the non-
7 exempt employees being required to purchase work supplies use their personal cellular phone,
8 and use their personal internet services, Defendants did not reimburse Plaintiff or other hourly,
9 non-exempt employees for all necessary expenditures or losses incurred by the employee in direct
10 consequence of the discharge of their duties, or of their obedience to the directions of the employer
11 in violation of California law. Defendants' policy of not providing reimbursement for necessary
12 work-related expenses is in violation of Wage Order 4, and Labor Code §§ 2802 and 2804 ("An
13 employer shall indemnify his or her employees for all necessary expenditures or losses incurred
14 by the employee in direct consequence of the discharge of his or her duties, or of his or obedience
15 to the directions of the employer."). Plaintiff and other aggrieved employees are therefore entitled
16 to reimbursement of such unpaid work expenses with interest.

17 16. As a result of Defendants' failure to pay all minimum and overtime wages, as well
18 as meal period premium wages, Defendants maintained inaccurate payroll records and issued
19 inaccurate wage statements to Plaintiff.

20 **FIRST CAUSE OF ACTION**

21 **LABOR CODE PRIVATE ATTORNEYS GENERAL ACT OF 2004**

22 **(AGAINST ALL DEFENDANTS)**

23 17. Plaintiff re-alleges and incorporates by reference all previous paragraphs.

24 18. Defendants have committed several Labor Code violations against Plaintiff and
25 other Aggrieved Employees. Plaintiff, an "Aggrieved Employee" within the meaning of Labor
26 Code § 2698 *et seq.*, acting on behalf of himself and other Aggrieved Employees, brings this
27 representative action against Defendants to recover the civil penalties due to Plaintiff, the other
28 aggrieved employees, and the State of California according to proof pursuant to Labor Code §

2699 (a) and (f) including, but not limited to: (1) \$250.00 for each initial violation and \$1,000.00 for each subsequent violation pursuant to Labor Code § 226.3 per employee per pay period; and/or (2) no less than \$25.00 and up to \$200.00 for each aggrieved employee per pay period pursuant to Labor Code § 2699(f) for those violations of the Labor Code for which no civil penalty is specifically provided, based on the following Labor Code violations:

- a. Defendant violated Labor Code §§ 1194, 1194.2, and 1197 by failing to pay Plaintiff and other aggrieved employees the statutory minimum wage for all hours worked;
- b. Defendant violated Labor Code §§ 204, 510, 558, 1194, and 1198 by failing to pay Plaintiff and other aggrieved employees all overtime compensation earned;
- c. Defendant violated Labor Code §§ 226.7, 512, and 558 by failing to provide all legally required meal periods and failing to pay meal period premiums to Plaintiff and other aggrieved employees;
- d. Defendant violated Labor Code § 226 by failing to furnish Plaintiff and other aggrieved employees with accurate and compliant itemized wage statements;
- e. Defendant violated Labor Code § 2802 by failing to reimburse Plaintiff and other aggrieved employees for all necessary business expenditures incurred in the discharge of their duties as a result of requiring them to work from home;
- f. Defendant violated Labor Code § 204 by failing to pay Plaintiff and other aggrieved employees all earned wages at least twice during each calendar month; and
- g. Defendant violated Labor Code § 1174 by failing to maintain accurate records on behalf of Plaintiff and other aggrieved employees.

19. On March 17, 2025, Plaintiff notified Defendants via certified mail, and the California Labor and Workforce Development Agency (“LWDA”) via e-mail, of Defendants’ violations of the California Labor Code and Plaintiff’s intent to bring a claim for civil penalties

1 under California Labor Code § 2698 *et seq.* with respect to violations of the California Labor
2 Code identified in Paragraph 18 (a)-(g). Attached hereto as **Exhibit 1** is a true and correct copy
3 of the March 17, 2025 correspondence. On May 23, 2025 Plaintiff amended/supplemented his
4 March 17, 2025 correspondence to further elaborate on his claim that he was not reimbursed for
5 all necessarily incurred business expenses in violation of Labor Code section 2802. A true and
6 correct copy of the May 23, 2025 correspondence is attached hereto as **Exhibit 2**. Now that sixty-
7 five days have passed from Plaintiff notifying Defendants of these violations, Plaintiff has
8 exhausted his administrative requirements for bringing a claim under the Labor Code Private
9 Attorneys General Act with respect to these violations.

10 20. Plaintiff was compelled to retain the services of counsel to file this court action to
11 protect his interests and the interests of other aggrieved employees, and to assess and collect the
12 civil penalties owed by Defendants. Plaintiff has thereby incurred attorneys' fees and costs, which
13 he is entitled to recover under California Labor Code § 2699(g).

14 **PRAYER**

15 WHEREFORE, Plaintiff prays for judgment for himself and for all others on whose behalf
16 this suit is brought against Defendants, as follows:

17 1. Upon the First Cause of Action, for civil penalties due to Plaintiff, other aggrieved
18 employees, and the State of California according to proof pursuant to Labor Code §§ 558 and
19 2699(a) and (f) including, but not limited to: (1) \$100.00 for each initial violation for each failure
20 to pay each employee and \$200.00 for each subsequent violation or willful or intentional violation
21 pursuant to Labor Code § 210 for each failure to pay each employee, plus 25% of the amount
22 unlawfully withheld; (2) \$250.00 for each initial violation and \$1,000.00 for each subsequent
23 violation pursuant to Labor Code § 226.3 per employee per pay period; (3) \$50.00 for each initial
24 violation and \$100.00 for each subsequent violation pursuant to Labor Code § 558 per employee
25 per pay period; (4) no less than \$5,000.00 and up to \$25,000.00 for each violation pursuant to
26 Labor Code § 226.8(b) and (c); and/or (5) no less than \$25.00 and up to \$200.00 for each
27 aggrieved employee per pay period for those violations of the Labor Code for which no civil

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1 penalty is specifically provided, based on the Labor Code violations cited in Paragraph 18 (a)-(g)
2 above.

3 2. Prejudgment interest on all due and unpaid wages pursuant to California Labor
4 Code § 218.6 and Civil Code §§ 3287 and 3289;

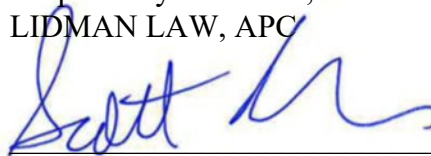
5 3. Upon the First Cause of action, for attorneys' fees and costs as provided by Labor
6 Code § 218.5 and Code of Civil Procedure § 1021.5; and

7 4. For such other and further relief the Court may deem just and proper.

8
9 Dated: July 28, 2025

Respectfully submitted,
LIDMAN LAW, APC

10
11 By:



12 Scott M. Lidman

13 Attorneys for Plaintiff
14 NEIL ROONGS
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EXHIBIT 1

EXHIBIT 1

LIDMAN LAW

2155 CAMPUS DRIVE, SUITE 150, EL SEGUNDO, CA 90245

OFFICE: (424) 322-4772

FAX: (424) 322-4775

March 17, 2025

VIA LWDA WEBSITE

Labor and Workforce Development Agency
Attn: PAGA Administrator
1515 Clay Street, Suite 801
Oakland, CA 94612

VIA U.S. CERTIFIED MAIL – RETURN RECEIPT REQUESTED

Infosys Limited, a foreign corporation
C T Corporation System
c/o Amanda Garcia
330 N. Brand Blvd.
Glendale, CA 91203

Re: *Neil Roongs v. Infosys Limited, a foreign corporation*

To Whom It May Concern:

Please be advised that this law firm represents Neil Roongs in claims arising from his employment with Infosys Limited, a foreign corporation (“Defendant”). Mr. Roongs is an “aggrieved employee” as defined by Labor Code sections 2699, *et seq.* due to Defendant’s numerous violations of the Labor Code as set forth below. The purpose of this letter is to comply with Labor Code section 2699.3, which requires aggrieved employees to notify their employer and the Labor and Workforce Development Agency (“LWDA”) of the specific provisions of the Labor Code allegedly violated.

For purposes of this letter, an “aggrieved employee” should be considered to include all current and former hourly, non-exempt employees in California who worked, at least in part, during the one year immediately preceding the date of this letter through the date of trial, the date judgment is entered, the date of settlement, and/or other date approved by the Court.

Mr. Roongs, a current non-exempt employee, has been employed by Defendant since approximately May 2021. During his employment with Defendant, Mr. Roongs has held the position of Tech Support Associate in which his duties include, without limitation, assisting clients with information technology systems.

During his employment with Defendant, Mr. Roongs is generally scheduled to work Monday and Wednesday through Saturday from 8:00 a.m. to 5:00 p.m. Defendant required Mr. Roongs record his time worked by inputting his in and out time into a spreadsheet. Mr. Roongs often worked 8-9.5 hour shifts.

During his employment with Defendant, Mr. Roongs and other hourly, non-exempt employees were not paid for all time worked. Specifically, Defendant shaved and/or rounded Plaintiff's and other hourly, non-exempt employees' time worked to the nearest half hour. This time shaving/rounding practice utilized by Defendant was not even-handed over time and would shave/round in Defendant's favor such that Plaintiff and other hourly, non-exempt employees were routinely underpaid for their time worked. Further, Defendant required Plaintiff and other hourly, non-exempt employees to records taking a one-hour meal period per shift but to take only 30 minutes. Plaintiff and other hourly, non-exempt employees often worked in excess of 8 hours per workday and/or 40 hours per work week, and therefore, had they been properly paid for all of the time that they actually worked, they would have been paid additional minimum and/or overtime wages. These practices by Defendant resulted in Defendant not paying Plaintiff and other hourly, non-exempt employees for all wages owed for the work they performed, including failing to pay them all required minimum and overtime wages.

During his employment with Defendant, Mr. Roongs and other hourly, non-exempt employees were not provided all legally required meal periods due to Defendant's meal period policies and practices, which fail to provide 30-minute duty free first meal periods before the end of the fifth hour of work in violation of California law. As a result of the work demands imposed by Defendant, Defendant often provided meal periods that were either interrupted, late, or short.

Although Mr. Roongs and other hourly, non-exempt employees were not provided with all legally-compliant meal periods to which they were entitled, Defendant failed to compensate them with the required meal period premium for each workday in which they experienced a meal period violation as mandated by Labor Code § 226.7.

Defendant also failed to reimburse Mr. Roongs and other hourly, non-exempt employees for necessary business expenses incurred during the relevant time period. Specifically, Defendant required Mr. Roongs and other hourly, non-exempt employees purchase work supplies and to use their personal cellular phone for business purposes. Accordingly, despite Mr. Roongs and the other hourly, non-exempt employees being required to purchase supplies and use their personal cellular phones, Defendant did not reimburse them for all necessary expenditures or losses incurred by the employees in direct consequence of the discharge of their duties, or of their obedience to the directions of the employer in violation of California law.

As a result of Defendant's failure to pay all minimum wages, overtime wages, as well as meal period premium wages, Defendant maintained inaccurate payroll records and issued inaccurate wage statements to Mr. Roongs and other hourly, non-exempt employees.

As a further result of Defendant's failure to pay all overtime and/or minimum wages owed, and failure to pay all meal period premium wages, Defendant failed to provide pay Mr. Roongs and other hourly, non-exempt employees all wages owed twice a month during their employment with Defendant.

As described above, Defendant committed the following violations of the Labor Code and Industrial Welfare Commission Wage Order No. 4 (“Wage Order 4”):

Minimum Wage Violations

Defendant was required to pay Mr. Roongs and other aggrieved employees an hourly rate at least equal to the minimum wage for each hour actually worked. *See* Labor Code §§ 1194; 1194.2, 1197; The Wage Order 4, § 4. Mr. Roongs and other aggrieved employees were not paid for all hours worked due to Defendant’s policy and practice of requiring non-exempt employees to perform work duties while clocked out.

Overtime Violations

Defendant was required to pay Mr. Roongs and other aggrieved employees overtime wages for all hours worked in excess of eight hours per workday and/or forty hours per workweek. *See* Labor Code §§ 1194(a) and 1198; the Wage Order 4, § 3. According to Labor Code § 510(a), “Any work in excess of eight hours in one workday and any work in excess of 40 hours in any one workweek and the first eight hours worked on the seventh day of work in any one workweek shall be compensated at the rate of no less than one and one-half times the regular rate of pay for an employee.” This Section further provides, “Any work in excess of 12 hours in one day shall be compensated at the rate of no less than twice the regular rate of pay for an employee. In addition, any work in excess of eight hours on any seventh day of a workweek shall be compensated equal to one and one-half times their regular rate of pay for all overtime hours worked.” As explained above, Mr. Roongs and other hourly, non-exempt employees worked overtime hours but were not properly compensated due to Defendant’s policy and practice of requiring non-exempt employees to perform work duties while clocked out and/or rounding/shaving of non-exempt employees’ time worked.

Meal Period Violations

As alleged above, Defendant failed to provide Mr. Roongs and other Aggrieved Employees with all required and compliant meal periods. *See* Labor Code §§ 226.7 and 512; Wage Order 4, § 11. Specifically, due to the work demands imposed by Defendant, Mr. Roongs and other Aggrieved Employees were often unable to take a duty-free 30-minute meal period before the end of the fifth hour of work and were often interrupted. As a result, their meal periods were often late, short, interrupted, missed, or otherwise unlawful. As a result, Mr. Roongs and other Aggrieved Employees are owed an additional hour of wages at their regular rate of compensation for each workday they experienced a meal period violation. *See* Labor Code § 226.7 (“If an employer fails to provide an employee a meal or rest or recovery period in accordance with ... [an] order of the Industrial Welfare Commission ... the employer shall pay the employee one additional hour of pay at the employee’s regular rate of compensation for each workday that the meal or rest or recovery period is not provided.”). Although Mr. Roongs and other Aggrieved Employees were not provided with all legally-compliant meal periods to which they were

entitled, Defendant failed to compensate Mr. Roongs and other Aggrieved Employees with the required meal period premium for each workday in which they experienced a meal period violation as mandated by Labor Code § 226.7.

Failure to Reimburse Necessary Expenditures

As described above, Defendant required Mr. Roongs and other hourly, non-exempt employees to purchase work supplies (such as a desk, chair, and monitors) and use their personal cellular phone to discharge their duties. Accordingly, despite the non-exempt employees being required to purchase work supplies and use their personal cellular phone, Defendant did not reimburse Mr. Roongs or other hourly, non-exempt employees for all necessary expenditures or losses incurred by the employee in direct consequence of the discharge of their duties, or of their obedience to the directions of the employer in violation of California law. Defendant's policy of not providing reimbursement for necessary work-related expenses is in violation of Wage Order 4, and Labor Code §§ 2802 and 2804 ("An employer shall indemnify his or her employees for all necessary expenditures or losses incurred by the employee in direct consequence of the discharge of his or her duties, or of his or obedience to the directions of the employer."). Mr. Roongs and other aggrieved employees are therefore entitled to reimbursement of such unpaid work expenses with interest.

Wage Statement Violations

Defendant knowingly and intentionally, as a matter of uniform practice and policy, failed to furnish Mr. Roongs and other Aggrieved Employees with accurate and complete, itemized wage statements that included, among other requirements, all minimum and overtime wages earned, meal period premiums, in violation of Labor Code § 226 *et seq.* Defendant's failure to furnish Mr. Roongs and other aggrieved employees with complete and accurate, itemized wage statements resulted in actual injury, as said failures led to, among other things, the non-payment of all minimum and overtime wages earned, and meal period premium wages, and deprived them of the information necessary to identify discrepancies in Defendant's reported data.

As an "aggrieved employee," Mr. Roongs will initiate a civil action on behalf of himself and other Aggrieved Employees to recover damages, statutory penalties, and civil penalties resulting from the wage and hour violations alleged herein. Based on Mr. Roongs's own investigation, and on information and belief, Defendant committed the following Labor Code violations:

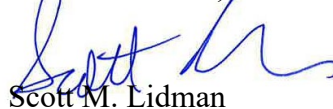
- a) Defendant violated Labor Code §§ 1194, 1194.2, and 1197 by failing to pay Mr. Roongs and other aggrieved employees the statutory minimum wage for all hours worked;
- b) Defendant violated Labor Code §§ 204, 510, 558, 1194, and 1198 by failing to pay Mr. Roongs and other aggrieved employees all overtime compensation earned;

- c) Defendant violated Labor Code §§ 226.7, 512, and 558 by failing to provide all legally required meal periods and failing to pay meal period premiums to Mr. Roongs and other aggrieved employees;
- d) Defendant violated Labor Code § 226 by failing to furnish Mr. Roongs and other aggrieved employees with accurate and compliant itemized wage statements;
- e) Defendant violated Labor Code § 2802 by failing to reimburse Mr. Roongs and other aggrieved employees for all necessary business expenditures incurred in the discharge of their duties;
- f) Defendant violated Labor Code § 204 by failing to pay Mr. Roongs and other aggrieved employees all earned wages at least twice during each calendar month; and
- g) Defendant violated Labor Code § 1174 by failing to maintain accurate records on behalf of Mr. Roongs and other aggrieved employees.

Pursuant to Labor Code section 2699.3(a)(2)(A), please notify us and Defendant if the LWDA intends to investigate these alleged violations of the Labor Code. Please contact me should you require additional information.

Very truly yours,

LIDMAN LAW, APC



Scott M. Lidman

EXHIBIT 2

EXHIBIT 2

LIDMAN LAW

2155 CAMPUS DRIVE, SUITE 150, EL SEGUNDO, CA 90245

OFFICE: (424) 322-4772

FAX: (424) 322-4775

May 23, 2025

VIA LWDA WEBSITE

Labor and Workforce Development Agency
Attn: PAGA Administrator
1515 Clay Street, Suite 801
Oakland, CA 94612

VIA U.S. CERTIFIED MAIL – RETURN RECEIPT REQUESTED

Infosys Limited, a foreign corporation
C T Corporation System
c/o Amanda Garcia
330 N. Brand Blvd.
Glendale, CA 91203

Re: *Neil Roongs v. Infosys Limited, a foreign corporation*
LWDA Case No. LWDA-CM-1086710-25

To Whom It May Concern:

This letter is to supplement/amend the letter sent by my office on behalf of Neil Roongs on March 17, 2025 (the “PAGA Letter”), regarding Labor Code violations committed by Infosys Limited (“Defendant”) against Mr. Roongs and other aggrieved employees. A copy of the PAGA Letter is attached hereto as a courtesy. By this letter, Mr. Roongs supplements/amends his prior PAGA letter. The purpose of the PAGA Letter and the instant supplement letter is to comply with Labor Code section 2699.3, which requires aggrieved employees to notify their employer and the LWDA of the specific provisions of the Labor Code allegedly violated.

Please be advised that this law firm represents Neil Roongs in claims arising from his employment with Infosys Limited, a foreign corporation (“Defendant”). Mr. Roongs is an “aggrieved employee” as defined by Labor Code sections 2699, *et seq.* due to Defendant’s numerous violations of the Labor Code as set forth below. The purpose of this letter is to comply with Labor Code section 2699.3, which requires aggrieved employees to notify their employer and the Labor and Workforce Development Agency (“LWDA”) of the specific provisions of the Labor Code allegedly violated.

This letter shall serve as a supplement/amendment to Mr. Roongs’ correspondence of March 17, 2025, which is attached hereto as Exhibit A for your reference.

For purposes of this letter, an “aggrieved employee” should be considered to include all current and former hourly, non-exempt employees in California who worked, at least in part, during the one year immediately preceding the date of the March 17, 2025

letter through the date of trial, the date judgment is entered, the date of settlement, and/or other date approved by the Court.

Mr. Roongs amends/supplements his March 17, 2025 correspondence to further elaborate on his claim that he was not reimbursed for all necessarily incurred business expenses in violation of Labor Code section 2802.

Failure to Reimburse Necessary Expenditures

Mr. Roongs, a current non-exempt employee, has been employed by Defendant since approximately May 2021. During his employment with Defendant, Mr. Roongs has held the position of Tech Support Associate in which his duties include, without limitation, assisting clients with information technology systems.

Defendant failed to reimburse Mr. Roongs and other hourly, non-exempt employees for necessary business expenses incurred during the relevant time period. Specifically, Defendant required Mr. Roongs and other hourly, non-exempt employees to work from home and required them to purchase work supplies, to use their personal cellular phone for business purposes, use their home/personal internet services for business purposes and otherwise use/purchase other items necessary for working from home. Accordingly, despite the non-exempt employees being required to purchase work supplies use their personal cellular phones, and use their personal home internet services, Defendant did not reimburse Mr. Roongs or other hourly, non-exempt employees for all necessary expenditures or losses incurred by the employee in direct consequence of the discharge of their duties, or of their obedience to the directions of the employer in violation of California law. Defendant's policy of not providing reimbursement for necessary work-related expenses is in violation of Wage Order 4, and Labor Code §§ 2802 and 2804 ("An employer shall indemnify his or her employees for all necessary expenditures or losses incurred by the employee in direct consequence of the discharge of his or her duties, or of his or obedience to the directions of the employer."). Mr. Roongs and other aggrieved employees are therefore entitled to reimbursement of such unpaid work expenses with interest.

As an "aggrieved employee," Mr. Roongs will initiate a civil action on behalf of himself and other Aggrieved Employees to recover damages, statutory penalties, and civil penalties resulting from the wage and hour violations alleged in his original March 17, 2025 letter as well as the supplemented 2802 claim alleged herein. Based on Mr. Roongs's own investigation, and on information and belief, Defendant committed the following Labor Code violations:

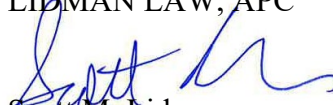
- a) Defendant violated Labor Code §§ 1194, 1194.2, and 1197 by failing to pay Mr. Roongs and other aggrieved employees the statutory minimum wage for all hours worked;

- b) Defendant violated Labor Code §§ 204, 510, 558, 1194, and 1198 by failing to pay Mr. Roongs and other aggrieved employees all overtime compensation earned;
- c) Defendant violated Labor Code §§ 226.7, 512, and 558 by failing to provide all legally required meal periods and failing to pay meal period premiums to Mr. Roongs and other aggrieved employees;
- d) Defendant violated Labor Code § 226 by failing to furnish Mr. Roongs and other aggrieved employees with accurate and compliant itemized wage statements;
- e) Defendant violated Labor Code § 2802 by failing to reimburse Mr. Roongs and other aggrieved employees for all necessary business expenditures incurred in the discharge of their duties as a result of requiring them to work from home;
- f) Defendant violated Labor Code § 204 by failing to pay Mr. Roongs and other aggrieved employees all earned wages at least twice during each calendar month; and
- g) Defendant violated Labor Code § 1174 by failing to maintain accurate records on behalf of Mr. Roongs and other aggrieved employees.

Pursuant to Labor Code section 2699.3(a)(2)(A), please notify us and Defendant if the LWDA intends to investigate these alleged violations of the Labor Code. Please contact me should you require additional information.

Very truly yours,

LIDMAN LAW, APC



Scott M. Lidman

EXHIBIT A

EXHIBIT A

LIDMAN LAW

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March 17, 2025

VIA LWDA WEBSITE

Labor and Workforce Development Agency
Attn: PAGA Administrator
1515 Clay Street, Suite 801
Oakland, CA 94612

VIA U.S. CERTIFIED MAIL – RETURN RECEIPT REQUESTED

Infosys Limited, a foreign corporation
C T Corporation System
c/o Amanda Garcia
330 N. Brand Blvd.
Glendale, CA 91203

Re: *Neil Roongs v. Infosys Limited, a foreign corporation*

To Whom It May Concern:

Please be advised that this law firm represents Neil Roongs in claims arising from his employment with Infosys Limited, a foreign corporation (“Defendant”). Mr. Roongs is an “aggrieved employee” as defined by Labor Code sections 2699, *et seq.* due to Defendant’s numerous violations of the Labor Code as set forth below. The purpose of this letter is to comply with Labor Code section 2699.3, which requires aggrieved employees to notify their employer and the Labor and Workforce Development Agency (“LWDA”) of the specific provisions of the Labor Code allegedly violated.

For purposes of this letter, an “aggrieved employee” should be considered to include all current and former hourly, non-exempt employees in California who worked, at least in part, during the one year immediately preceding the date of this letter through the date of trial, the date judgment is entered, the date of settlement, and/or other date approved by the Court.

Mr. Roongs, a current non-exempt employee, has been employed by Defendant since approximately May 2021. During his employment with Defendant, Mr. Roongs has held the position of Tech Support Associate in which his duties include, without limitation, assisting clients with information technology systems.

During his employment with Defendant, Mr. Roongs is generally scheduled to work Monday and Wednesday through Saturday from 8:00 a.m. to 5:00 p.m. Defendant required Mr. Roongs record his time worked by inputting his in and out time into a spreadsheet. Mr. Roongs often worked 8-9.5 hour shifts.

During his employment with Defendant, Mr. Roongs and other hourly, non-exempt employees were not paid for all time worked. Specifically, Defendant shaved and/or rounded Plaintiff's and other hourly, non-exempt employees' time worked to the nearest half hour. This time shaving/rounding practice utilized by Defendant was not even-handed over time and would shave/round in Defendant's favor such that Plaintiff and other hourly, non-exempt employees were routinely underpaid for their time worked. Further, Defendant required Plaintiff and other hourly, non-exempt employees to records taking a one-hour meal period per shift but to take only 30 minutes. Plaintiff and other hourly, non-exempt employees often worked in excess of 8 hours per workday and/or 40 hours per work week, and therefore, had they been properly paid for all of the time that they actually worked, they would have been paid additional minimum and/or overtime wages. These practices by Defendant resulted in Defendant not paying Plaintiff and other hourly, non-exempt employees for all wages owed for the work they performed, including failing to pay them all required minimum and overtime wages.

During his employment with Defendant, Mr. Roongs and other hourly, non-exempt employees were not provided all legally required meal periods due to Defendant's meal period policies and practices, which fail to provide 30-minute duty free first meal periods before the end of the fifth hour of work in violation of California law. As a result of the work demands imposed by Defendant, Defendant often provided meal periods that were either interrupted, late, or short.

Although Mr. Roongs and other hourly, non-exempt employees were not provided with all legally-compliant meal periods to which they were entitled, Defendant failed to compensate them with the required meal period premium for each workday in which they experienced a meal period violation as mandated by Labor Code § 226.7.

Defendant also failed to reimburse Mr. Roongs and other hourly, non-exempt employees for necessary business expenses incurred during the relevant time period. Specifically, Defendant required Mr. Roongs and other hourly, non-exempt employees purchase work supplies and to use their personal cellular phone for business purposes. Accordingly, despite Mr. Roongs and the other hourly, non-exempt employees being required to purchase supplies and use their personal cellular phones, Defendant did not reimburse them for all necessary expenditures or losses incurred by the employees in direct consequence of the discharge of their duties, or of their obedience to the directions of the employer in violation of California law.

As a result of Defendant's failure to pay all minimum wages, overtime wages, as well as meal period premium wages, Defendant maintained inaccurate payroll records and issued inaccurate wage statements to Mr. Roongs and other hourly, non-exempt employees.

As a further result of Defendant's failure to pay all overtime and/or minimum wages owed, and failure to pay all meal period premium wages, Defendant failed to provide pay Mr. Roongs and other hourly, non-exempt employees all wages owed twice a month during their employment with Defendant.

As described above, Defendant committed the following violations of the Labor Code and Industrial Welfare Commission Wage Order No. 4 (“Wage Order 4”):

Minimum Wage Violations

Defendant was required to pay Mr. Roongs and other aggrieved employees an hourly rate at least equal to the minimum wage for each hour actually worked. *See* Labor Code §§ 1194; 1194.2, 1197; The Wage Order 4, § 4. Mr. Roongs and other aggrieved employees were not paid for all hours worked due to Defendant’s policy and practice of requiring non-exempt employees to perform work duties while clocked out.

Overtime Violations

Defendant was required to pay Mr. Roongs and other aggrieved employees overtime wages for all hours worked in excess of eight hours per workday and/or forty hours per workweek. *See* Labor Code §§ 1194(a) and 1198; the Wage Order 4, § 3. According to Labor Code § 510(a), “Any work in excess of eight hours in one workday and any work in excess of 40 hours in any one workweek and the first eight hours worked on the seventh day of work in any one workweek shall be compensated at the rate of no less than one and one-half times the regular rate of pay for an employee.” This Section further provides, “Any work in excess of 12 hours in one day shall be compensated at the rate of no less than twice the regular rate of pay for an employee. In addition, any work in excess of eight hours on any seventh day of a workweek shall be compensated equal to one and one-half times their regular rate of pay for all overtime hours worked.” As explained above, Mr. Roongs and other hourly, non-exempt employees worked overtime hours but were not properly compensated due to Defendant’s policy and practice of requiring non-exempt employees to perform work duties while clocked out and/or rounding/shaving of non-exempt employees’ time worked.

Meal Period Violations

As alleged above, Defendant failed to provide Mr. Roongs and other Aggrieved Employees with all required and compliant meal periods. *See* Labor Code §§ 226.7 and 512; Wage Order 4, § 11. Specifically, due to the work demands imposed by Defendant, Mr. Roongs and other Aggrieved Employees were often unable to take a duty-free 30-minute meal period before the end of the fifth hour of work and were often interrupted. As a result, their meal periods were often late, short, interrupted, missed, or otherwise unlawful. As a result, Mr. Roongs and other Aggrieved Employees are owed an additional hour of wages at their regular rate of compensation for each workday they experienced a meal period violation. *See* Labor Code § 226.7 (“If an employer fails to provide an employee a meal or rest or recovery period in accordance with ... [an] order of the Industrial Welfare Commission ... the employer shall pay the employee one additional hour of pay at the employee’s regular rate of compensation for each workday that the meal or rest or recovery period is not provided.”). Although Mr. Roongs and other Aggrieved Employees were not provided with all legally-compliant meal periods to which they were

entitled, Defendant failed to compensate Mr. Roongs and other Aggrieved Employees with the required meal period premium for each workday in which they experienced a meal period violation as mandated by Labor Code § 226.7.

Failure to Reimburse Necessary Expenditures

As described above, Defendant required Mr. Roongs and other hourly, non-exempt employees to purchase work supplies (such as a desk, chair, and monitors) and use their personal cellular phone to discharge their duties. Accordingly, despite the non-exempt employees being required to purchase work supplies and use their personal cellular phone, Defendant did not reimburse Mr. Roongs or other hourly, non-exempt employees for all necessary expenditures or losses incurred by the employee in direct consequence of the discharge of their duties, or of their obedience to the directions of the employer in violation of California law. Defendant's policy of not providing reimbursement for necessary work-related expenses is in violation of Wage Order 4, and Labor Code §§ 2802 and 2804 ("An employer shall indemnify his or her employees for all necessary expenditures or losses incurred by the employee in direct consequence of the discharge of his or her duties, or of his or obedience to the directions of the employer."). Mr. Roongs and other aggrieved employees are therefore entitled to reimbursement of such unpaid work expenses with interest.

Wage Statement Violations

Defendant knowingly and intentionally, as a matter of uniform practice and policy, failed to furnish Mr. Roongs and other Aggrieved Employees with accurate and complete, itemized wage statements that included, among other requirements, all minimum and overtime wages earned, meal period premiums, in violation of Labor Code § 226 *et seq.* Defendant's failure to furnish Mr. Roongs and other aggrieved employees with complete and accurate, itemized wage statements resulted in actual injury, as said failures led to, among other things, the non-payment of all minimum and overtime wages earned, and meal period premium wages, and deprived them of the information necessary to identify discrepancies in Defendant's reported data.

As an "aggrieved employee," Mr. Roongs will initiate a civil action on behalf of himself and other Aggrieved Employees to recover damages, statutory penalties, and civil penalties resulting from the wage and hour violations alleged herein. Based on Mr. Roongs's own investigation, and on information and belief, Defendant committed the following Labor Code violations:

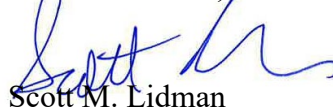
- a) Defendant violated Labor Code §§ 1194, 1194.2, and 1197 by failing to pay Mr. Roongs and other aggrieved employees the statutory minimum wage for all hours worked;
- b) Defendant violated Labor Code §§ 204, 510, 558, 1194, and 1198 by failing to pay Mr. Roongs and other aggrieved employees all overtime compensation earned;

- c) Defendant violated Labor Code §§ 226.7, 512, and 558 by failing to provide all legally required meal periods and failing to pay meal period premiums to Mr. Roongs and other aggrieved employees;
- d) Defendant violated Labor Code § 226 by failing to furnish Mr. Roongs and other aggrieved employees with accurate and compliant itemized wage statements;
- e) Defendant violated Labor Code § 2802 by failing to reimburse Mr. Roongs and other aggrieved employees for all necessary business expenditures incurred in the discharge of their duties;
- f) Defendant violated Labor Code § 204 by failing to pay Mr. Roongs and other aggrieved employees all earned wages at least twice during each calendar month; and
- g) Defendant violated Labor Code § 1174 by failing to maintain accurate records on behalf of Mr. Roongs and other aggrieved employees.

Pursuant to Labor Code section 2699.3(a)(2)(A), please notify us and Defendant if the LWDA intends to investigate these alleged violations of the Labor Code. Please contact me should you require additional information.

Very truly yours,

LIDMAN LAW, APC



Scott M. Lidman