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13 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**
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15 **FOR THE COUNTY OF SOLANO**
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18 ILANA RAMOS and CASSIE MURPHY,
19 individuals, on behalf of themselves, and all
20 persons similarly situated,

21 Plaintiffs,

22 v.

23 INFINITE COMPUTER SOLUTIONS, INC., a
24 Delaware corporation; and DOES 1 to 10
25 inclusive,

26 Defendants.
27
28

CASE NO.: CU24-09034

CLASS & REPRESENTATIVE ACTION

**FIRST AMENDED COMPLAINT FOR
DAMAGES, CIVIL PENALTIES,
RESTITUTION AND INJUNCTIVE
RELIEF:**

- (1) **FAILURE TO TIMELY PAY MINIMUM WAGES AND OVERTIME COMPENSATION (Labor Code §§ 204, 206, 210, 212, 216, 221, 225.5, 510, 1182.12, 1194, 1197, 1197.1, 1198 and 1199);**
- (2) **FAILURE TO PROVIDE LEGALLY COMPLIANT MEAL PERIODS OR COMPENSATION IN LIEU THEREOF (Labor Code §§ 204, 226.7 and 512);**
- (3) **FAILURE TO PROVIDE LEGALLY COMPLIANT REST PERIODS OR COMPENSATION IN LIEU THEREOF (Labor Code §§ 204 and 226.7);**
- (4) **FAILURE TO PAY ALL WAGES OWED UPON SEPARATION (Labor Code §§ 201, 202, 203, 213, and 256);**
- (5) **FAILURE TO PROVIDE PAID SICK LEAVE AND WRITTEN NOTICE OF THE AMOUNT OF SICK LEAVE AVAILABLE (Labor Code § 246);**

- 1 (6) FAILURE TO FURNISH ACCURATE
2 ITEMIZED WAGE STATEMENTS
(Labor Code §§ 226 and 226.3);
3 (7) FAILURE TO MAINTAIN ACCURATE
4 RECORDS (Labor Code §§ 226(a) and
5 1174);
6 (8) FAILURE TO PROVIDE COPIES
7 OF SIGNED DOCUMENTS (Labor
8 Code § 432);
9 (9) FAILURE TO REIMBURSE FOR
10 NECESSARY WORK EXPENSES
11 (Labor Code §§ 2800, 2802, and 2804);
12 (10) VIOLATION OF THE UNFAIR
13 COMPETITION LAW
14 (Bus. & Prof. Code §§ 17200 *et seq.*);
15 (11) PRIVATE ATTORNEYS GENERAL
16 ACT OF 2004
17 (Labor Code §§ 2698 *et seq.*);
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19 **DEMAND FOR JURY TRIAL**

20 Plaintiffs ILANA RAMOS and CASSIE MURPHY (“Plaintiffs”) bring this civil action on
21 behalf of themselves and all persons similarly situated, against Infinite Computer Solutions, Inc. and
22 Does 1 through 10 (collectively “Defendants” or “Infinite”), on the following grounds:

23 **INTRODUCTION**

24 1. Plaintiffs bring this civil action on behalf of themselves and all other current or former
25 non-exempt employees who were employed by Defendants in the state of California during the relevant
26 time period (collectively referred to herein as “Employees”).

27 2. Plaintiffs, on behalf of themselves and other Employees, seek damages, civil penalties,
28 injunctive relief and restitution, as well as reasonable attorneys’ fees and litigation costs, as provided
under California law.

3. All allegations in this Complaint are based upon information and belief, except those
allegations specifically pertaining to Plaintiffs and their counsel, which are based on personal

1 knowledge. Each allegation in this Complaint has either evidentiary support or is likely to have
2 evidentiary support after a reasonable opportunity to conduct further investigation and discovery.

3 **JURISDICTION AND VENUE**

4 4. This Court has jurisdiction over this action pursuant to California Code of Civil
5 Procedure § 410.10. Pursuant to Code of Civil Procedure § 382 and California Business and
6 Professions Code § 17203, Plaintiffs bring this action on behalf of themselves and on behalf of all
7 persons similarly situated, as defined herein.

8 5. This Court has personal jurisdiction over Defendants because each defendant conducts
9 business in the state of California and has caused injuries in and around Solano County, as well as
10 throughout the state of California, by and through their acts, omissions and violations of the California
11 Labor Code and Business and Professions Code, as alleged herein.

12 6. Venue as to Defendants is proper in this judicial district pursuant to Code of Civil
13 Procedure § 395(a). Each individual defendant transacts business in Solano County and is otherwise
14 within this Court's jurisdiction for purposes of service of process. The unlawful acts alleged herein
15 have a direct effect on Plaintiffs and those similarly situated within Solano County and throughout the
16 state of California.

17 7. Pursuant to Rule 3.400 of the California Rules of Court, this case shall be deemed a
18 complex action because it is filed as a class action and involves specialized case management,
19 extensive discovery and evidence, difficult or novel issues of law and fact and is likely to require
20 extensive post judgment supervision.

21 **THE PARTIES**

22 **I. PLAINTIFFS**

23 8. Plaintiff Ilana Ramos at all material times mentioned herein:

- 24 a. Was and is a resident of the County of Solano;
- 25 b. Was employed by Defendants as a non-exempt hourly employee and assigned to
- 26 work in California from approximately May to October 2023;
- 27 c. Was compensated on an hourly basis;

- d. Was not compensated for all hours worked;
 - e. Regularly worked more than eight hours per day;
 - f. Was not compensated the appropriate overtime and/or double time rate for hours worked beyond eight hours per day and 40 hours per week;
 - g. Was often required to work off-the-clock;
 - h. Was not timely paid minimum wage and overtime compensation;
 - i. Was not provided with legally compliant meal periods or compensation in lieu thereof;
 - j. Was not provided with legally compliant rest periods or compensation in lieu thereof;
 - k. Was not provided with an opportunity to document or report non-compliant meal and rest periods;
 - l. Was required to remain readily available to perform work for Defendants during meal and rest periods;
 - m. Was not provided with adequate paid sick leave or written notice of the amount of paid sick leave available, as required by California law;
 - n. Was not provided with accurate and itemized wage statements;
 - o. Believes her employee records were not accurately maintained by Defendants;
 - p. Was not reimbursed for necessary work expenses;
 - q. Was subject to Defendants' unlawful, unfair and fraudulent business practices;
 - r. Is a member of the Class and Subclasses described below;
 - s. Is an "aggrieved employee" as defined by Labor Code § 2699(c); and
 - t. Complied with the requirements outlined in Labor Code §§ 2698 *et seq.*
9. Plaintiff Cassie Murphy at all material times mentioned herein:
- a. Was and is a resident of the County of Kern;
 - b. Was and is employed by Defendants as a non-exempt hourly employee and assigned to work in California since approximately October 2022;

- c. Was compensated on an hourly basis;
- d. Was not compensated for all hours worked;
- e. Regularly worked more than eight hours per day;
- f. Was not compensated the appropriate overtime and/or double time rate for hours worked beyond eight hours per day and 40 hours per week;
- g. Was often required to work off-the-clock;
- h. Was not timely paid minimum wage and overtime compensation;
- i. Was not provided with legally compliant meal periods or compensation in lieu thereof;
- j. Was not provided with legally compliant rest periods or compensation in lieu thereof;
- k. Was not provided with an opportunity to document or report non-compliant meal and rest periods;
- l. Was required to remain readily available to perform work for Defendants during meal and rest periods;
- m. Was not provided with adequate paid sick leave or written notice of the amount of paid sick leave available, as required by California law;
- n. Was not provided with accurate and itemized wage statements;
- o. Believes her employee records were not accurately maintained by Defendants;
- p. Was not reimbursed for necessary work expenses;
- q. Was subject to Defendants' unlawful, unfair and fraudulent business practices;
- r. Is a member of the Class and Subclasses described below;
- s. Is an "aggrieved employee" as defined by Labor Code § 2699(c); and
- t. Complied with the requirements outlined in Labor Code §§ 2698 *et seq.*

II. DEFENDANTS

10. Defendant Infinite Computer Solutions, Inc. is a Delaware corporation that does business in California. Infinite Computer Solutions, Inc. is a global technology solution provider

1 headquartered in Rockville, MD. The company provides business technology solutions and product
2 engineering services for telecom, hi-tech, healthcare, media & entertainment, insurance, banking &
3 financial services, retail, public sector, travel and transport, and government. Infinite Computer
4 Solutions, Inc. is in the business of providing a range of services, including business transformation,
5 digitalization, cloud services, application development management services, quality engineering and
6 assurance, product/platform engineering, and infrastructure services. See <https://www.infinite.com/>,
7 https://www.instagram.com/infinite_computer_solutions/?hl=en,
8 <https://www.linkedin.com/company/infinite-computer-solutions/>.

9 11. The true names and capacities, whether individual, corporate, subsidiary, partnership,
10 associate, or otherwise of Does 1 through 10, are unknown to Plaintiffs, who therefore sue these
11 defendants by such fictitious names pursuant to Code of Civil Procedure § 474. Plaintiffs will amend
12 their complaint to allege the true names and capacities of Does 1 through 10 when they are ascertained.

13 12. At all times relevant to this complaint, acts alleged to have been done by Defendants are
14 also alleged to have been done by the unascertained defendants mentioned above, and by each of their
15 agents and employees who acted within the scope of their agency and/or employment.

16 13. At all times mentioned herein, each defendant acted as an agent, servant, employee, co-
17 conspirator, alter-ego and/or joint venture of the other defendants, and in doing the things alleged
18 herein acted within the course and scope of such agency, employment, alter-ego and/or in furtherance
19 of the joint venture.

20 14. At all times mentioned herein, the acts and omissions of each of the defendants
21 concurrently contributed to the various acts and omissions of each and every one of the other
22 defendants in proximately causing the wrongful conduct, harm, and damages alleged herein. Each of
23 the defendants approved of, condoned, or otherwise ratified each and every one of the acts or omissions
24 complained of herein. Each defendant and Doe defendant were and are acting with authority of each
25 and every other defendant and are acting as agents of each and every other defendant or Doe defendant.

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FACTUAL ALLEGATIONS

15. Plaintiffs reallege and incorporate by this reference, as though fully set forth herein, all paragraphs of this Complaint.

16. Plaintiffs allege, based on information and belief, that all Employees employed by Defendants in California are subject to the same and/or similar policies, practices, procedures, guidelines, and/or culture set forth herein.

17. Plaintiffs also allege that they and other current or former Employees in California have suffered, and will continue to suffer, the same and/or similar violations of law described herein.

18. Plaintiff Ilana Ramos was employed by Defendants in an hourly, non-exempt capacity from approximately May to October 2023. Throughout her employment, Plaintiff was assigned to work in the state of California.

19. Plaintiff Cassie Murphy was and is employed by Defendants in an hourly, non-exempt capacity since approximately October 2023. Throughout her employment, Plaintiff has been assigned to work in the state of California.

20. Plaintiffs are informed and believe, and allege thereon, that Defendants employ a number of individuals in an hourly, non-exempt capacity who work at various worksites in the state of California.

21. During the relevant time period, Defendants routinely required Employees to work more than eight hours per day.

22. Plaintiffs allege that as a matter of policy and practice, Defendants do not properly compensate Employees for all hours worked.

23. Plaintiffs allege that Employees, including Plaintiffs, were often required to work off the clock. For example, Plaintiffs and other Employees were often required to clock in and out on a time sheet that had to be approved by the supervisor. Recording any overtime was disfavored and Employees were instructed to not record overtime without prior authorization from the supervisor. Infinite Employees' job duties, included making various work phone calls, often approximately 50-100 calls in a day. The Employees were required to complete the calls, and be readily available to perform

1 work on behalf of Infinite at all times. In fact, Infinite has been monitoring its Employees at all times,
2 recording all calls, and requiring that Plaintiffs and other Employees be on the calls at all times
3 throughout their shifts. However, Plaintiffs and other Employees often had to stay on the line when the
4 work call went significantly over the eighth hour of work to complete the call. Plaintiffs allege that the
5 supervisors often edit the time sheets to shave hours worked, so that they would not receive the proper
6 overtime. As such, Plaintiffs and other Employees did not receive the minimum, overtime and/or
7 double time compensation they are entitled to. Thus, Infinite regularly shaves and/or shortens
8 Employees' hours worked and does not compensate its non-exempt employees for all time worked as
9 required by California law.

10 24. Plaintiffs allege that in order to sign in to work and/or sign out, Ms. Ramos, Ms.
11 Murphy, and other Employees had to install a Microsoft identification application on their personal
12 phones. When signing in, Plaintiffs and other Employees were required to sign into the systems
13 (including Citrix and/or Genesys) with the laptop, and then authenticate it with their personal phone by
14 providing an authentication/authorization code. Infinite did not provide Employees with the phone, nor
15 reimbursed them for the cost of their personal phones, as discussed herein. Regularly, there were
16 various issues with signing in, because the work laptop and/or the codes/passwords provided by Infinite
17 would not work, preventing Plaintiffs and other Employees from clocking in. Thus, Plaintiffs regularly
18 had to start the sign-in process at least 30 minutes before the scheduled clock-in time, to use various
19 sign-in codes/passwords provided by Infinite, and contacting the IT department and the supervisors
20 when the laptop or codes/passwords did not work, without compensation for that time.

21 25. In addition, Plaintiffs and other Employees were required to complete various
22 mandatory training sessions while off the clock, without compensation. The Employees were also
23 instructed to "log in early" before the mandatory trainings' start time, without compensation for that
24 time. Ms. Ramos and Ms. Murphy thus assert they and other Employees were often required to perform
25 work on behalf of Infinite outside of the work hours recorded by Infinite, without proper compensation
26 for minimum/overtime wages.

26. In addition, Employees, including Ms. Ramos and Ms. Murphy, were regularly required to respond to calls and messages from their supervisors outside of work hours without compensation for the time spent responding to calls and/or messages.

27. Plaintiffs assert that Defendants do not provide Employees with an opportunity to take a 30-minute off-duty meal period when they work five or more hours in a workday because Defendants require their employees to be readily available to perform work during meal periods. As a matter of policy and practice, Defendants do not schedule any meal periods for its employees.

28. Plaintiffs contend that on the rare occasions when they and other Employees are provided with a meal period, the meal periods are often late, short or interrupted due to Defendants' requirement that Employees engage in their job duties throughout the duration of their shift.

29. Plaintiffs allege that Defendants' policies and practices do not authorize and permit Employees to take off-duty rest periods for every four hours worked or major fraction thereof. In order to complete their assigned duties, Plaintiffs and other Employees were often compelled and/or encouraged to take short or interrupted rest periods, or to forgo their rest periods altogether.

30. Plaintiffs contend that Infinite has a policy, practice, guideline, procedure, and/or culture of automatically deducting 30 minutes for a meal period regardless of whether Employees were provided with the opportunity to take a legally compliant meal period. As such, Infinite often adjusted its' Employees timesheets to reflect meal breaks, even though a compliant meal break was not taken.

31. Plaintiffs assert that Infinite instructed them and other Employees to work through meal breaks, and engage in work related activities at all times. As discussed above, Employees were monitored and expected to be on the call at all times throughout the shift. Often, some calls lasted longer than anticipated, but Employees were required to stay on the line and complete all calls. In addition, Ms. Ramos, Ms. Murphy, and other Employees encountered various issues with signing into the Infinite systems, as discussed above, and often had to work through meal breaks to communicate with the IT department and the supervisors to resolve technical issues. As such, Employees were not able to take legally compliant meal breaks.

1 32. Thus, Plaintiffs assert that the demanding work schedule assigned to Infinite Employees
2 did not allow time for legally compliant meal and rest periods. In addition, Infinite failed to provide any
3 relief for Employees to be able to take legally compliant breaks.

4 33. Plaintiffs also contend that Infinite requires Employees to carry a personal cell phone for
5 the entire duration of their work shift, including during meal and rest periods. Infinite Employees were
6 also expected to be readily available to perform work on behalf of Infinite during meal periods, such as
7 by responding to calls and/or messages. As a result, Infinite Employees were not provided with meal
8 periods that were free from work or interruption.

9 34. Plaintiffs allege that although Defendants were aware that Employees were not receiving
10 meal and rest periods that comport with California law, they do not pay the premium required under
11 Labor Code § 226.7, nor do they have a procedure or mechanism for Employees to report or document
12 non-compliant meal and rest breaks.

13 35. Plaintiffs contend that as a result of Defendants' failure to account for all hours worked,
14 they and other Employees did not accrue paid sick leave at the rate of one hour of paid sick leave for
15 every 30 hours worked, as required under California law. In addition, Plaintiffs and other Employees
16 were unable to determine how much paid sick leave they had available to them because Defendants
17 failed to provide written notice of such, as required under Labor Code § 246(i). Plaintiffs also contend
18 that Infinite has a policy, practice, procedure, guideline and/or culture of failing to provide written
19 notice to Employees of their available sick leave, as such amounts are not included on the wage
20 statements, nor are they provided with the information in separate writing on the designated pay date
21 along with their wages. Accordingly, Infinite has failed to comply with California law.

22 36. Plaintiffs contend that over the course of the relevant time period, Defendants have
23 consistently provided them and other nonexempt employees with wage statements that do not comply
24 with California law. Specifically, by editing employees' timekeeping records, Defendants violate Labor
25 Code § 226(a) because the gross and net wages earned, total hours worked, and the applicable hourly
26 rates in effect during the pay period and the corresponding number of hours worked at each hourly rate
27 do not accurately reflect all of the hours employees actually work, including overtime hours.

1 37. On information and belief, Plaintiffs allege that as a result of Defendants' failure to pay
2 premium wages for missed or non-compliant meal and rest periods, as well as overtime and minimum
3 wages for all work performed, Defendants also willfully failed to pay nonexempt employees all wages
4 owed upon termination as required under Labor Code §§ 201 and 202. As such, Employees who were
5 terminated or resigned during the relevant time period are entitled to waiting time penalties under Labor
6 Code § 203.

7 38. As a result of the policies and practices described herein, including but not limited to
8 Defendants' failure to accurately record and compensate Employees for all hours worked, Plaintiffs
9 allege that Defendants knowingly and intentionally failed to maintain accurate employment records, as
10 required under California law.

11 39. Plaintiffs also assert that Defendants failed to reimburse Employees for necessary work
12 expenses in violation of Labor Code §§ 2800 and 2802. Plaintiffs assert that as a policy, practice,
13 guideline and/or procedure, Plaintiffs and other Employees are required to use their personal cell
14 phones for work related issues, including responding to calls and/or messages from supervisors, signing
15 in and out, receiving authorization and authentication codes, and attending mandatory trainings, among
16 other things. However, Infinite fails to reimburse Employees for a percentage of cell phone bill. In
17 addition, Plaintiffs and other Employees were required to incur necessary work expenses related to
18 working from home, without proper reimbursement. Such expenses included electricity, home office
19 rent, devices, equipment, home interest, among other things.

20 40. Plaintiffs are informed and believe that Defendant has a regular policy, practice,
21 procedure, guideline, and/or culture of terminating and/or making threats of termination to Employees
22 who complain and/or report illegal conduct at work.

23 41. Plaintiffs allege that Infinite failed to provide them and other Employees with proper
24 work equipment and necessary information to effectively sign into the Infinite work system. Infinite
25 required that Employees use their personal cell phones for work, without reimbursement for the cost of
26 the personal cell phones. The laptops provided by Infinite often did not work, and Plaintiff Ilana Ramos
27 was required to ship it back to Infinite, and wait on a new laptop, on several occasions. Plaintiff Ilana
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1 Ramos made multiple complaints to Infinite about their failure to provide her with a working laptop,
2 and/or correct codes/passwords to log into the system, which often prevented her from clocking in for
3 work. When Ms. Ramos sent the laptop to Infinite to fix it, Infinite failed to provide Plaintiff Ilana
4 Ramos with a new working laptop, nor any sign in information, and Ms. Ramos was prevented from
5 signing in to work, when Infinite suddenly terminated her. Thus, Plaintiff Ilana Ramos alleges that
6 Infinite improperly terminated her employment upon learning of Plaintiff's complaints, and failed to
7 provide her with the necessary work equipment, in violation of Labor Code §§ 6310 and 1102.5

8 42. On September 12, 2024, and July 1, 2025, Plaintiffs Ilana Ramos and Cassie Murphy
9 submitted notices to the California Labor and Workforce Development Agency ("LWDA") and
10 Defendants informing them of Defendants' alleged Labor Code violations pursuant to the Private
11 Attorneys General Act of 2004 ("PAGA"). A true and correct copy of both notices is attached hereto as
12 **Exhibit 1** and **Exhibit 2** and are incorporated herein by this reference.

13 43. To date, the LWDA has not provided notice of whether it intends to investigate the
14 alleged violations. Therefore, Plaintiffs have the right to pursue their claims under PAGA in a
15 representative capacity pursuant to Labor Code §§ 2698 *et seq.*

16 44. Plaintiffs believe that additional violations may be discovered, and therefore reserve
17 their right to allege any additional violations of the law as investigation and discovery warrants. In the
18 event Plaintiffs discover additional violations throughout the discovery process, Plaintiffs will seek to
19 amend their Complaint.

20 **CLASS DEFINITIONS**

21 45. Plaintiffs bring this action on behalf of themselves and on behalf of all others similarly
22 situated, and therefore seeks class certification under Code of Civil Procedure § 382.

23 46. Plaintiff's proposed Class is defined as all current or former non-exempt employees who
24 were employed by Defendants in the state of California at any time during the period commencing on
25 the date that is within four years prior to the filing of this Complaint through the present date
26 (hereinafter the "Class Period") who suffered one or more of the violations alleged herein. To the extent
27 that equitable tolling operates to toll the claims by the classes against Defendants, the Class Period

1 should be adjusted accordingly.

2 47. Plaintiffs will also seek to certify the following Subclasses:

- 3 a. Meal Period Subclass: All current or former non-exempt Employees employed
4 by Defendants in the state of California who were not provided with the
5 opportunity to take legally compliant meal periods or compensation in lieu
6 thereof in violation of California law during the Class Period.
- 7 b. Rest Period Subclass: All current or former non-exempt Employees employed by
8 Defendants in the state of California who were not authorized and permitted to
9 take legally compliant rest periods or compensation in lieu thereof in violation of
10 California law during the Class Period.
- 11 c. Unpaid Wages Subclass: All current or former non-exempt Employees employed
12 by Defendants in the state of California who were not properly paid for all hours
13 worked in violation of California law during the Class Period.
- 14 d. Waiting Time Penalties Subclass: All former non-exempt Employees employed
15 by Defendants in the state of California who were not paid all wages due upon
16 separation or termination of the employment relationship in violation of
17 California law during the Class Period.
- 18 e. Paid Sick Leave Subclass: All current or former non-exempt Employees
19 employed by Defendants in the state of California who were not provided with
20 paid sick leave in violation of California law during the Class Period.
- 21 f. Wage Statement Subclass: All current or former non-exempt Employees
22 employed by Defendants in the state of California who were not provided with
23 accurate and itemized wage statements in violation of California law during the
24 Class Period.
- 25 g. Employment Records Subclass: All current or former non-exempt Employees
26 employed by Defendants in the state of California whose information was not
27 accurately recorded or maintained in violation of California law during the Class
28

Period.

- h. Reimbursement Subclass: All current or former non-exempt Employees employed by Defendants in the state of California who were not reimbursed for necessary work expenses in violation of California law during the Class Period.
- i. Unfair Competition Subclass: All current or former non-exempt Employees employed by Defendants in the state of California who were subject to Defendants' unlawful, unfair, and fraudulent business practices in violation of California law during the Class Period.

48. Members of the Class and Subclasses are all "employees" as the term is used in the Labor Code and the IWC Wage Orders regulating wages, hours and working conditions in the state of California.

49. More precise definitions of the Class and Subclass may be determined after further investigation and discovery, and Plaintiffs reserve their right to redefine them at any time prior to the Court's order on Plaintiff's Motion for Class Certification as provided by law. (Cal. Rules of Court, rule 3.765(b).)

CLASS ALLEGATIONS

50. Plaintiffs bring this action on behalf of themselves and on behalf of all persons within the defined Class and Subclasses included herein.

51. This class action meets the statutory prerequisites for the maintenance of a class action, as set forth in Code of Civil Procedure section 382 and Civil Code § 1781:

- a. The persons who comprise the Class and Subclasses are so numerous that the joinder of all such persons is impracticable and the disposition of their claims as a class will benefit the parties and the Court;
- b. Nearly all factual, legal, statutory, declaratory and injunctive relief issues that are raised in this Complaint are common to the Class and Subclasses and will apply uniformly to every member of the Class and/or Subclasses, and as a practical matter, will be dispositive of the interests of the other members not party to the

adjudication;

- c. The parties opposing the Class and Subclasses have acted or have refused to act on grounds generally applicable to the Class and Subclasses, thereby making final injunctive relief or declaratory relief appropriate with respect to the Class and Subclasses as a whole; and
- d. Common questions of law and fact exist as to the members of the Class and Subclasses and predominate over any question affecting only individual members, and a class action is superior to other available methods for the fair and efficient adjudication of the controversy, including consideration of:
 - i. The interests of class members in individually controlling the prosecution or defense of separate actions;
 - ii. The extent and nature of any litigation concerning the controversy already commenced by or against members of the Class and Subclasses;
 - iii. The desirability or undesirability of concentrating the litigation of the claims in this particular forum; and
 - iv. The likely difficulties in the managing of a class action.

52. The Court should permit this action to be maintained as a class action pursuant to Code of Civil Procedure section 382 and Civil Code section 1781 because:

- a. Questions of law and fact common to the Class and Subclasses are substantially similar and predominate over any questions affecting only individual members;
- b. A class action is superior to any other available method for the fair and efficient adjudication of class members' claims;
- c. The members of the Class and Subclasses are so numerous that it is impractical to bring all class members before the Court;
- d. Plaintiff's claims are typical of the claims of the Class and Subclasses;
- e. Class members will not be able to obtain effective and economic legal redress unless the action is maintained as a class action;

- 1 f. There is a community of interest in obtaining appropriate legal and equitable
2 relief for the common law and statutory violations and other improprieties
3 alleged, and in obtaining adequate compensation for the damages that
4 Defendants' actions have inflicted upon the Class and Subclasses;
- 5 g. Plaintiffs can fairly and adequately protect the interests of the Class and
6 Subclasses;
- 7 h. There is a community of interest in ensuring that the combined assets and
8 available insurance of Defendants is sufficient to adequately compensate the
9 class members for the injuries sustained; and
- 10 i. Defendants have acted or refused to act on grounds generally applicable to the
11 Class and Subclasses, thereby making final injunctive relief appropriate with
12 respect to the Class and Subclasses as a whole.

13 **PAGA COLLECTIVE**

14 53. The proposed PAGA Collective consists of all current and former non-exempt
15 employees of Defendants in the state of California (collectively referred to herein as "Employees")
16 during the period commencing on the date that is within one year and sixty-five days prior to the filing
17 of the Complaint and through the present date (the "PAGA Period"). To the extent that equitable tolling
18 operates to toll the claims by the PAGA Collective against Defendants, the PAGA Period should be
19 adjusted accordingly.

20 54. Plaintiffs assert that all members of the PAGA Collective are "employees" as the term is
21 used and defined in the Labor Code and the applicable Industrial Welfare Commission ("IWC") Wage
22 Orders regulating wages and working conditions in the state of California.

23 55. A more precise definition of the PAGA Collective may be determined after further
24 investigation and discovery. Plaintiffs reserve their right to redefine the PAGA Collective in
25 accordance with California law.

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1 **FIRST CAUSE OF ACTION**

2 **(By Plaintiffs Individually and on Behalf of the Class Against Defendants)**

3 **FAILURE TO TIMELY PAY MINIMUM AND OVERTIME/DOUBLE-TIME WAGES**

4 **[Labor Code §§ 204, 206, 210, 212, 216, 221, 225.5, 510, 1182.12, 1194, 1197, 1197.1, 1198 and**
5 **1199 and IWC Wage Order No. 4-2001]**

6 56. Plaintiffs reallege and incorporate by this reference, as though fully set forth herein, all
7 paragraphs of this Complaint.

8 57. Labor Code § 204 establishes an employee's fundamental right in the state of California
9 to be paid wages in a timely manner for their work.

10 58. Labor Code § 1197 requires employers to pay their employees the minimum wage as
11 fixed by the commission and further states that payment of wages lower than the fixed minimum for all
12 time worked is unlawful.

13 59. Labor Code § 1197.1 makes it unlawful for any employer or any other person acting
14 either individually or as an officer, agent, or employee of another person, to pay an employee, or cause
15 an employee to be paid less than the applicable minimum wage.

16 60. Similarly, under Labor Code § 558.1, "Any employer or other person acting on behalf of
17 an employer, who violates, or causes to be violated, any provision regulating minimum wages or hours
18 and days of work in any order of the Industrial Welfare Commission, or violates, or causes to be
19 violated, Sections 203, 226, 226.7, 1193.6, 1194, or 2802, may be held liable as the employer for such
20 violation." Subsection (b) further provides that "the term 'other person acting on behalf of an employer'
21 is limited to a natural person who is an owner, director, officer, or managing agent of the employer, and
22 the term 'managing agent' has the same meaning as in subdivision (b) of Section 3294 of the Civil
23 Code."

24 61. Under Labor Code § 510 it is unlawful for an employer to employ persons for more than
25 eight hours per day or 40 hours per week without compensating them at the rate of one and one-half or
26 two times the employee's regular pay rate, depending on the number of hours worked. (*See also* IWC
27 Wage Order No. 4-2001, Subdiv. 3(A).)

1 62. Any work in excess of 12 hours in one day shall be compensated at the rate of no less
2 than twice the regular rate of pay for an employee. In addition, any work in excess of eight hours on
3 any seventh day of a workweek shall be compensated at the rate of no less than twice the regular rate of
4 pay of an employee. Labor Code § 510.

5 63. An employee may not waive his or her right to overtime compensation and any
6 agreement by the employee to accept less than the statutorily required rate is unenforceable as a matter
7 of law. (*Early v. Superior Court* (2000) 79 Cal.App.4th 1420, 1430.)

8 64. Section 1194(a) of the Labor Code states:

9 Notwithstanding any agreement to work for a lesser wage, any
10 employee receiving less than the legal minimum wage or the legal
11 overtime compensation applicable to the employee is entitled to
12 recover in a civil action the unpaid balance of the full amount of this
minimum wage or overtime compensation, including interest thereon,
reasonable attorney's fees, and costs of suit.

13 65. Plaintiffs contend that Defendants failed to pay them and other Employees the required
14 minimum wages and overtime wages for all time worked.

15 66. During the relevant time period, Defendants had, and continue to have, a policy and
16 practice of requiring Employees to work more than 8 hours per workday.

17 67. Plaintiffs contend that as policy, practice, procedure and/or culture, Infinite does not
18 properly compensate its Employees for all hours worked and Employees are often required to work off-
19 the-clock. For example, Plaintiffs and other Employees were often required to clock in and out on a
20 time sheet that had to be approved by the supervisor. Recording any overtime was disfavored and
21 Employees were instructed to not record overtime without prior authorization from the supervisor.
22 Infinite Employees' job duties, included making various work phone calls, often approximately 50-100
23 calls in a day. The Employees were required to complete the calls, and be readily available to perform
24 work on behalf of Infinite. In fact, Infinite has been monitoring its Employees at all times, recording all
25 calls, and requiring that Plaintiffs and other Employees be on the calls at all times throughout their
26 shifts. However, Plaintiffs and other employees often had to stay on the line when the work call went
27 significantly over the eighth hour of work to complete the call. Plaintiffs allege that the supervisors
28

1 often edited the time sheets to shave hours worked, so that they would not receive the proper overtime.
2 As such, Plaintiffs and other Employees did not receive the minimum, overtime and/or double time
3 compensation they are entitled to.

4 68. Plaintiffs allege that in order to sign in to work and/or sign out, Plaintiffs and other
5 Employees were required to install a Microsoft identification application on their personal phones.
6 When signing in, Plaintiffs and other Employees were required to sign into the systems (including
7 Citrix and/or Genesys) with the laptop, and then authenticate it with their personal phone by providing
8 an authentication/authorization code. Infinite did not provide Employees with the phone, nor
9 reimbursed them for the cost of their personal phones as discussed below. Regularly, there were various
10 issues with signing in, because the work laptop and/or the codes/passwords provided by Infinite would
11 not work, preventing Plaintiffs and other Employees from clocking in. Thus, Plaintiffs regularly had to
12 start the sign-in process at least 30 minutes before the scheduled clock-in time, to use various sign-in
13 codes/passwords provided by Infinite, and contacting the IT department and the supervisors when the
14 laptop or codes/passwords did not work, without compensation for that time.

15 69. In addition, Employees were required to complete various mandatory training sessions
16 while off the clock, without compensation. The Employees were also instructed to “log in early” before
17 the mandatory trainings’ start time, without compensation for that time. Plaintiffs thus assert they and
18 other Employees were often required to perform work on behalf of Infinite outside of the work hours
19 recorded by Infinite, without proper compensation for minimum/overtime wages.

20 70. Infinite also regularly required its Employees to record a meal break despite being
21 unable to take a break, and instead instructed Employees to work through breaks. Infinite also regularly
22 modified its Employees’ time sheets, and inserted a meal break, when in fact Employees had no
23 opportunity to take a legally compliant break. As such, Plaintiffs assert that Infinite has a policy,
24 practice, guideline, procedure, and/or culture of automatically deducting a thirty-minute meal period
25 from the hours worked by its Employees regardless of whether they were actually provided with an
26 opportunity to take a thirty-minute meal period free from all work activities. Employees thus regularly
27

1 engage in work-related activities during the time that Infinite automatically deducts from their time
2 worked.

3 71. In addition, Employees, including Plaintiffs, were regularly required to respond to calls
4 and messages from their supervisors outside of work hours without compensation for the time spent
5 responding to calls and/or messages.

6 72. Thus, Infinite regularly shaves and/or shortens Employees' hours worked and does not
7 compensate its non-exempt employees for all time worked as required by California law.

8 73. As a result, Employees, including Plaintiffs, regularly engage in work-related activities
9 during the time that Defendants automatically deduct from their time worked. Since Defendants do not
10 compensate their employees for such time, Defendants do not compensate their employees for all time
11 worked as required by California law.

12 74. Plaintiffs contend that as a policy, practice, guideline, procedure, and/or culture, Infinite
13 required them and other Employees to work regularly more than eight hours per day and/or 40 hours
14 per week without being paid the appropriate overtime and/or double time compensation. Plaintiffs and
15 other Employees are entitled to receive overtime compensation at the rate of one and one-half times
16 their respective regular pay rates for all hours worked beyond eight hours a day and/or 40 hours per
17 week. However, Plaintiffs allege that Defendants did not adequately compensate Employees for
18 overtime.

19 75. Additionally, Plaintiffs allege that Infinite fails to timely pay all earned wages. For
20 instance, the paychecks Plaintiffs and other Employees receive from Infinite do not include
21 compensation for all hours worked as described herein. Therefore, it was difficult to track what hours
22 Employees were being paid for and at what rate. Plaintiffs assert that despite notifying Infinite of the
23 error, Infinite did not promptly remedy the issues by paying all wages earned and due.

24 76. Plaintiffs allege that Defendants furnished paychecks to them and other Employees that
25 did not include compensation for all hours worked. Plaintiffs further contend that Defendants did not
26 remedy such by promptly paying all unpaid wages owed to them and other Employees, even after being
27 notified of such. Because Infinite failed to appropriately pay overtime and/or double time compensation
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1 to Employees who worked more than 8 hours per day and/or 40 hours per week, Infinite did not pay its
2 non-exempt employees in accordance with California law. By virtue of Defendants' unlawful conduct
3 explained herein, Plaintiffs and other Employees have, and will continue, to suffer damages in amounts
4 which are presently unknown, but which exceed the jurisdictional limits of this Court and which will be
5 ascertained according to proof at trial.

6 77. Having received less than the legal minimum wage and applicable overtime
7 compensation, Plaintiffs and other Employees are entitled to, and seek to recover, all wages and
8 penalties owed, including penalties available under Labor Code §§ 210, 558 and 558.1, as well as
9 interest and reasonable attorneys' fees and costs pursuant to Labor Code §§ 218.5 and 1194 and Code
10 of Civil Procedure § 1021.5.

11 78. Based on the foregoing, Plaintiffs assert that Infinite engaged in conduct that violated
12 California law by failing to compensate them and other Infinite Employees appropriately.

13 79. Plaintiffs, on behalf of themselves and other members of the putative Class, request
14 further relief as described in the prayer below.

15 **SECOND CAUSE OF ACTION**

16 **(By Plaintiffs Individually and on Behalf of the Class Against the Defendants)**

17 **FAILURE TO PROVIDE LEGALLY COMPLIANT MEAL PERIODS**

18 **[Labor Code §§ 204, 226.7, 512 and IWC Wage Order No. 4-2001, Subdiv. 11]**

19 80. Plaintiffs reallege and incorporate by this reference, as though fully set forth herein, all
20 paragraphs of this Complaint.

21 81. Section 512(a) of the Labor Code provides:

22 An employer may not employ an employee for a work period of more than
23 five hours per day without providing the employee with a meal period of
24 not less than 30 minutes, except that if the total work period per day of the
25 employee is no more than six hours, the meal period may be waived by
26 mutual consent of both the employer and employee. An employer may not
27 employ an employee for a work period of more than 10 hours per day
28 without providing the employee with a second meal period of not less than
30 minutes, except that if the total hours worked is no more than 12 hours,
the second meal period may be waived by mutual consent of the employer
and the employee only if the first meal period was not waived. (Emphasis
added.)

1 82. Pursuant to Labor Code § 226.7(c):

2 If an employer fails to provide an employee a meal or rest or recovery
3 period in accordance with a state law, including, but not limited to, an
4 applicable statute or applicable regulation, standard, or order of the
5 Industrial Welfare Commission, the Occupational Safety and Health
6 Standards Board, or the Division of Occupational Safety and Health, the
7 employer shall pay the employee one additional hour of pay at the
8 employee's regular rate of compensation for each workday that the meal
9 or rest or recovery period is not provided.

10 83. In pertinent part, IWC Order No. 4-2001, Subdiv. 11, states:

11 (A) No employer shall employ any person for a work period of more than
12 five (5) hours without a meal period of not less than 30 minutes, except
13 that when a work period of not more than six (6) hours will complete the
14 day's work the meal period may be waived by mutual consent of the
15 employer and the employee.

16 (B) An employer may not employ an employee for a work period of more
17 than ten (10) hours per day without providing the employee with a second
18 meal period of not less than 30 minutes, except that if the total hours
19 worked is no more than 12 hours, the second meal period may be waived
20 by mutual consent of the employer and the employee only if the first meal
21 period was not waived.

22 [...]

23 (D) If an employer fails to provide an employee a meal period in
24 accordance with the applicable provisions of this order, the employer shall
25 pay the employee one (1) hour of pay at the employee's regular rate of
26 compensation for each workday that the meal period is not provided.

27 84. A meal period generally complies with California law if the employee has at least 30
28 minutes uninterrupted during which time the employee is relieved of any and all duty and is free to
29 leave the premises. (*Brinker Restaurant Corp. v. Superior Court* (2012) 53 Cal.4th 1004, 1036.)
30 California law further prohibits employers from "... undermining [its] formal policy of providing meal
31 breaks by pressuring employees to perform their duties in ways that omit breaks." (*Id.* at 1040.)

32 85. At all relevant times, Plaintiffs and other Employees regularly worked at least five hours
33 per day. However, despite working at least five hours per day, Plaintiffs contend that they and other
34 Employees were not provided with the opportunity to take a 30-minute meal period that was free from
35 all work or work-related responsibilities during the entirety of the 30-minute meal period, in part,

1 because Defendants require Employees to remain at their workstations for the entire duration of their
2 work shift so that they are readily available to engage in their job duties.

3 86. Plaintiffs assert that they and other Employees were routinely not provided with a
4 reasonable opportunity to take meal breaks before the fifth hour of work and/or meal breaks that were
5 free from all work-related responsibilities.

6 87. Plaintiffs allege that because of Defendants' policies and practices, it is often nearly
7 impossible for them and other Employees to take compliant meal periods and complete their assigned
8 duties. While Defendants are aware of this, they do not schedule meal periods for their Employees.

9 88. Plaintiffs allege that as a policy, practice, guideline, procedure, and/or culture Infinite
10 does not schedule any meal periods for its non-exempt employees. In fact, the time sheets provided to
11 Plaintiffs to record time worked, did not have a place to record a meal break.

12 89. Further, Plaintiffs believe that Defendants have a policy, practice, procedure, guideline
13 and/or culture of automatically deducting 30 minutes for a meal period regardless of whether
14 Employees were provided with the opportunity to take a legally compliant meal period. As such,
15 Infinite often adjusted its' Employees timesheets to reflect meal breaks, even though a compliant meal
16 break was not taken.

17 90. Plaintiffs assert that Infinite instructed them and other Employees to work through
18 meal breaks, but still required that they "record" a meal break. Plaintiffs assert they and other
19 Employees were not provided with a meal period because they were instructed to work through lunch
20 breaks partly due to Infinite's requirement that its employees be readily available to perform their work
21 duties during meal periods.

22 91. Plaintiffs also contend that Infinite requires Employees to carry a personal cell phone for
23 the entire duration of their work shift, including during meal periods. Infinite also expected Employees
24 to be readily available to perform work on behalf of Infinite during meal periods, such as by
25 responding to calls and/or messages.

26 92. As a result, Employees were not provided with meal periods that were free from work or
27 interruption.

1 93. As such, Defendants automatically deduct 30-minute meal periods from the time
2 worked regardless of whether Employees were provided with a compliant meal break.

3 94. Plaintiffs allege that Employees who work more than 10 hours in one workday are not
4 regularly provided with timely, duty- free and uninterrupted second meal periods of at least 30-minutes
5 for the same and/or similar reasons described herein.

6 95. Plaintiffs assert that on a rare occasion when they and other Employees are provided
7 with a meal period, the meal periods are often late, short or interrupted due to Defendants' requirement
8 that Employees engage in their job duties for the entire duration of their work shift.

9 96. Plaintiffs assert that Infinite instructed them and other Employees to work through meal
10 breaks, and engage in work related activities at all times. As discussed above, Employees were
11 monitored and expected to be on call at all times throughout the shift. Often, some calls lasted longer
12 than anticipated, but Employees were required to stay on the line and complete all calls. In addition,
13 Plaintiffs and other Employees encountered various issues with signing into the Infinite systems, as
14 discussed above, and often had to work through meal breaks to communicate with the IT department
15 and the supervisors to resolve technical issues. As such, Employees were not able to take legally
16 compliant meal breaks.

17 97. Plaintiffs contend that Defendants are aware that employees are not being provided
18 legally compliant meal periods but fail to provide an additional hour of pay as required under Labor
19 Code § 226.7 and do not have a mechanism for Employees to document or report such.

20 98. Plaintiffs further contend that Infinite does not have a procedure for Employees to
21 document non-compliant meal periods. As a result, Infinite does not compensate Employees for non-
22 compliant meal periods.

23 99. Based on the foregoing, Plaintiffs contend Infinite has failed to comply with its meal
24 periods obligations under California law by not providing Employees with legally compliant meal
25 periods or compensation in lieu thereof.

26 100. As a result of Defendants' unlawful conduct alleged herein, Plaintiffs and other
27 Employees have suffered, and will continue to suffer, damages in an amount which is presently
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1 unknown, but which exceeds the jurisdictional limits of this Court and which will be ascertained
2 according to proof at trial.

3 101. Pursuant to Labor Code § 226.7(c) and the relevant IWC Order No. 4-2001, Subdiv.
4 11(D), Plaintiff and other Employees are entitled to, and seek, recovery of the full amount of unpaid
5 premium wages for non-compliant meal periods.

6 102. Pursuant to Labor Code § 218.6, Plaintiffs and other Employees are entitled, and seek, to
7 recover prejudgment interest on the amount of premium wages owed.

8 103. Plaintiffs and other Employees are entitled to, and seek, recovery of reasonable
9 attorneys' fees as permitted by Labor Code § 218.5 and Code of Civil Procedure § 1021.5.

10 104. Plaintiffs, on behalf of themselves and other members of the putative Class, requests
11 further relief as described in the prayer below.

12 **THIRD CAUSE OF ACTION**

13 **(By Plaintiffs Individually and on Behalf of the Class Against Defendants)**

14 **FAILURE TO PROVIDE LEGALLY COMPLIANT REST PERIODS**

15 **[Labor Code §§ 204, 226.7 and IWC Wage Order No. 4-2001, Subdiv. 12]**

16 105. Plaintiffs reallege and incorporates by this reference, as though fully set forth herein, all
17 paragraphs of this Complaint.

18 106. In pertinent part, Labor Code § 226.7 provides:

19 (b) An employer shall not require an employee to work during a meal
20 or rest or recovery period mandated pursuant to an applicable statute,
21 or applicable regulation, standard, or order of the Industrial Welfare
Commission, the Occupational Safety and Health Standards Board, or
the Division of Occupational Safety and health.

22 (c) If an employer fails to provide an employee a meal or rest or recovery
23 period in accordance with a state law, including but not limited to, an
24 applicable statute or applicable regulation, standard, or order of the
Industrial Welfare Commission, the Occupational Safety and Health
25 Standards Board, or the Division of Occupational Safety and Health, the
employer shall pay the employee one additional hour of pay at the
26 employee's regular rate of compensation for workday that the meal or rest
or recovery period is not provided.

27 107. IWC Order No. 4-2001, Subdiv. 12 states:

1 (A) Every employer shall authorize and permit all employees to take
2 rest periods, which insofar as practicable shall be in the middle of each
3 work period. The authorized rest period time shall be based on the total
4 hours worked daily at the rate of ten (10) minutes of net rest time per
5 four (4) hours or major fraction thereof. However, a rest period need
6 not be authorized for employees whose total daily work time is less
7 than three and one-half (3 ½) hours. Authorized rest period time shall
8 be counted as hours worked for which there shall be no deduction from
9 wages.

6 (B) If an employer fails to provide an employee a rest period in
7 accordance with the applicable provisions of this order, the employer
8 shall pay the employee one (1) hour of pay at the employee's regular
9 rate of compensation for each workday that the rest period is not
10 provided. (Emphasis added.)

11 108. During rest periods, California law requires employers to relinquish all control over their
12 employees and relieve their employees of all duties. (*Augustus v. ABM Security Services, Inc.* (2016) 2
13 Cal.5th 257, 273.)

14 109. As discussed herein, Defendants regularly required Plaintiffs and other Employees to
15 work in excess of four hours per day.

16 110. However, Plaintiffs contend that as a matter of policy and practice, Defendants regularly
17 failed to authorize or permit Employees to take off-duty rest periods for every four hours worked, or
18 major fraction thereof, in violation of California law.

19 111. Plaintiffs contend they and other Employees were denied legal rest periods largely due
20 to Infinite's requirement that Employees are to be readily available to perform their work duties at all
21 times, such as make phone calls, as discussed herein.

22 112. Plaintiffs further allege that Infinite fails to schedule enough employees so that they and
23 other Employees could be relieved from their duties to take their meal and rest periods.

24 113. Plaintiffs assert that they and other Employees were required to remain readily available
25 to engage in work during rest periods because, among other things, the unbearable work schedule
26 assigned to Employees did not allow time for Employees to take legally compliant rest periods. In
27 addition, Employees were required to carry their personal cell phones and to respond to telephone calls
28 and messages during rest periods. Therefore, Defendants failed to relinquish all control over Employees
or to relieve Employees of all duty during rest periods as required by California law.

1 114. Plaintiffs assert that Defendants did not, and do not, have a mechanism for Employees to
2 document or report non-compliant rest periods and/or fails to compensate Employees the required rest
3 period premium for non-compliant rest periods. Infinite's conduct thus constitutes a violation of
4 California law.

5 115. Plaintiffs further assert that Defendants failed to pay them and other Employees the
6 premium wage required by California law for non-compliant rest periods.

7 116. Plaintiffs believe that Defendants know, or should know, that they failed to authorize
8 and permit Employees to take legally compliant rest periods and failed to provide them with the legally
9 required premium compensation in lieu thereof.

10 117. Due to Defendants' unlawful conduct, as described herein, Plaintiffs and other
11 Employees have, and will continue, to suffer damages in an amount which is presently unknown, but
12 which exceeds the jurisdictional limits of this Court and which will be ascertained according to proof at
13 trial.

14 118. According to Labor Code § 226.7(c) and IWC Order No. 4-2001, Subdiv. 12(B),
15 Plaintiffs and other Employees are entitled to, and seek to, recover the full amount of unpaid premium
16 wages for non-compliant rest periods.

17 119. Pursuant to Labor Code § 218.6, Plaintiffs and other Employees are entitled to seek
18 recovery of prejudgment interest on the amount of premium wages owed.

19 120. Plaintiffs and other Employees are entitled to, and seek to, recover reasonable attorneys'
20 fees and costs pursuant to Labor Code § 218.5 and Code of Civil Procedure § 1021.5.

21 121. Plaintiffs, on behalf of themselves and other members of the putative Class, request
22 further relief as described in the prayer below.

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1 **FOURTH CAUSE OF ACTION**

2 **(By Plaintiffs Individually and on Behalf of the Class Against Defendants)**

3 **FAILURE TO PAY ALL WAGES OWED UPON SEPARATION**

4 **[Labor Code §§ 201-203, 213, 256]**

5 122. Plaintiffs reallege and incorporate by this reference, as though fully set forth herein, all
6 paragraphs of this Complaint.

7 123. Labor Code § 200(a) defines “wages” to include “all amounts for labor performed by
8 employees...whether the amount is fixed or ascertained by the standard of time...commission basis, or
9 other method of calculation.” The term “labor” is further defined in subsection (b) to include “labor,
10 work, or service whether rendered or performed under contract, subcontract, partnership...or other
11 agreement if the labor...is performed personally by the person demanding payment.”

12 124. Pursuant to Labor Code § 201(a), when an employer discharges an employee, all earned
13 wages that remain unpaid at the time of discharge are due and payable to the employee immediately.

14 125. According to Labor Code § 202(a):

15 If an employee not having a written contract for a definite period quits
16 his or her employment, his or her wages shall become due and payable
17 not later than 72 hours thereafter, unless the employee has given 72
18 hours previous notice of his or her intention to quit, in which case the
19 employee is entitled to his or her wages at the time of quitting.
20 Notwithstanding any other provision of law, an employee who quits
without providing a 72-hour notice shall be entitled to receive payment
by mail if he or she so requests and designates a mailing address. The
date of mailing shall constitute the date of payment for purposes of the
requirement to provide payment with 72 hours of the notice of quitting.

21 126. In pertinent part, Labor Code § 203(a) further provides:

22 If an employer willfully fails to pay, without abatement or reduction,
23 in accordance with Sections 201, 201.3, 201.5, 201.9, 202, and 205.5,
24 any wages of an employee who is discharged or who quits, the wages
25 of the employee shall continue as a penalty from the due date thereof
at the same rate until paid or until an action thereof is commenced; but
the wages shall not continue for more than 30 days.

26 127. Plaintiffs contend that Infinite has a policy, practice, guideline and/or culture of not
27 timely paying all wages owed upon discharge nor paying the required waiting time penalties. For
28 example, Infinite failed to compensate Employees for all hours worked, failed to pay the appropriate

1 overtime wages to Employees for hours worked in excess of eight per day and/or forty per week, and
2 failed to pay the required meal and/or rest period premiums to Employees for non-compliant meal
3 and/or rest periods.

4 128. Plaintiffs therefore contend that Infinite failed to pay all wages owed to former
5 Employees who separated from Infinite within the statutory period in violation of California Law.

6 129. As described herein, Defendants knowingly failed to compensate their Employees for all
7 time worked, failed to pay minimum wages and overtime compensation to Employees, and failed to
8 pay legally required premium wages to Employees for non-compliant meal and rest periods. Although
9 Defendants no longer employ a number of Employees, Plaintiffs allege, based on information and
10 belief, that Defendants have not yet paid all wages owed to their former Employees as a result of such
11 conduct.

12 130. As a consequence of Defendants' willful and deliberate refusal to furnish such wages,
13 affected employees are entitled to a maximum of 30 days' wages at their daily rate of pay as a waiting
14 time penalty, pursuant to Labor Code § 203.

15 131. Plaintiffs and other Employees are entitled to, and seek to, recover reasonable attorneys'
16 fees and costs pursuant to Labor Code § 218.5 and Code of Civil Procedure § 1012.5.

17 132. Plaintiffs, on behalf of themselves and other members of the putative Class, request
18 further relief as described in the prayer below.

19 **FIFTH CAUSE OF ACTION**

20 **(By Plaintiffs Individually and on Behalf of the Class Against Defendants)**

21 **FAILURE TO PROVIDE PAID SICK LEAVE AND WRITTEN NOTICE OF THE**
22 **AMOUNT OF SICK LEAVE AVAILABLE**

23 **[Labor Code § 246]**

24 133. Plaintiffs reallege and incorporates by this reference, as though fully set forth herein, all
25 paragraphs of this Complaint.

26 134. Under Labor Code § 246(b)(1), an employee shall accrue a minimum of one hour of
27 paid sick leave for every 30 hours worked.

135. Labor Code § 246(b)(4) requires that an employer provide its employees with at least 24 hours or three days of paid sick leave per year.

136. Labor Code § 246(i) further requires an employer to provide employees with a written notice that sets forth the amount of paid sick leave available, or paid time off leave an employer provides in lieu of sick leave, on either the employee's itemized wage statement or in a separate writing provided on the designated pay date with the employee's payment of wages.

137. Plaintiffs assert that Defendants failed to provide them and other Employees with the required minimum of one hour of paid sick leave for every 30 hours worked. Additionally, because Defendants did not account for all time worked by Employees, Plaintiffs and other Employees were unable to accrue paid sick time at the rate provided by the Labor Code.

138. Plaintiffs further allege that Infinite also failed to provide Employees with paid sick days since they were unable to accrue any such paid sick leave days at the rate provided by law as a result of Infinite's failure to account for all time worked.

139. Plaintiffs also allege that Defendants violated California law by failing to provide them and other Employees with written notice of their available paid sick leave, on either the itemized wage statement provided to them or in a separate writing provided on the designated pay date along with their wages.

140. Plaintiffs and other Employees are entitled to, and seek, penalties under Labor Code § 246 and the recovery of reasonable attorneys' fees and costs pursuant to Labor Code § 218.5 and Code of Civil Procedure § 1021.5.

141. Plaintiffs, on behalf of themselves and other members of the putative Class, requests further relief as described in the prayer below.

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1 **SIXTH CAUSE OF ACTION**

2 **(By Plaintiffs Individually and on Behalf of the Class Against Defendants)**

3 **FAILURE TO FURNISH ACCURATE ITEMIZED WAGE STATEMENTS**

4 **[Labor Code §§ 226 and 226.3]**

5 142. Plaintiffs reallege and incorporate by this reference, as though fully set forth herein, all
6 paragraphs of this Complaint.

7 143. Labor Code § 226 states in pertinent part:

8 Every employer shall, semimonthly or at the time of each payment of
9 wages, furnish each of his or her employees, either as detachable part of
10 the check, draft, or voucher paying the employee's wages, or separately
11 when wages are paid by personal check or cash, an accurate itemized
12 statement in writing showing (1) gross wages earned, (2) total hours
13 worked by the employee... (5) net wages earned, (6) the inclusive dates of
14 the period for which the employee is paid... (7) the name of the employee
and only the last four digits of his or her social security number or an
employee identification number...(8) the name and address of the legal
entity that is the employer, and (9) all applicable hourly rates in effect
during each period and the corresponding number of hours worked at each
hourly rate by the employee..."

15 144. Labor Code § 226(e)(1) further provides:

16 An employee suffering injury as a result of knowing and intentional failure
17 by an employer to comply with subdivision (a) is entitled to recover the
18 greater of all actual damages or fifty dollars (\$50) for the initial pay period
19 in which a violation occurs and one hundred dollars (\$100) per employee
for each violation in a subsequent pay period, not to exceed an aggregate
penalty of four thousand (\$4,000), and is entitled to an award of costs and
reasonable attorneys' fees.

20 145. According to Labor Code § 226(h), "an employee may also bring an action for
21 injunctive relief to ensure compliance with this section and is entitled to an award of costs and
22 reasonable attorneys' fees."

23 146. An injury occurs where an employer fails to provide accurate information and the
24 employee cannot "promptly and easily determine" the total number of hours worked or the "applicable
25 hourly rates in effect during the pay period and the corresponding number of hours worked at each
26 hourly rate." (Labor Code § 226(a)(9)-(e)(2)(B)(i).)

1 147. Labor Code § 226(e)(2)(c) explains that the phrase “promptly and easily determine”
2 means that “a reasonable person would be able to readily ascertain the information without reference to
3 documents or information.”

4 148. Plaintiffs allege that Infinite failed to provide him and other employees with a legally
5 compliant wage statement or pay stub attached.

6 149. Plaintiffs contend that Infinite failed to provide wage statements that accurately reflect
7 the gross wages and/or net wages earned due to Infinite’s failure to compensate Employees for all time
8 worked, failure to pay the appropriate overtime compensation to Employees for hours worked beyond
9 eight hours per day and/or forty hours per week, and failure to pay premium wages to Employees for
10 non-compliant meal and/or rest periods.

11 150. Infinite also failed to provide wage statements that properly include the pay period
12 information for each wage statement, the accurate rate of pay, the required available sick time and/or
13 the name of the legal entity that employed Employees in violation of California law.

14 151. Plaintiffs therefore assert that Defendants fail to provide their and all other current or
15 former Employees with accurate and itemized wage statements.

16 152. As a result of Defendants’ failure to properly compensate Employees for all hours
17 worked, including without limitation, failure to pay minimum wages and overtime compensation and
18 failure to pay premium wages for non-complaint meal and rest periods, the wage statements furnished
19 by Defendants fail to accurately itemize and reflect Employees’ gross wages, the number of hours
20 actually worked, all applicable rates of pay and their net pay.

21 153. The wage statements provided by Defendants also failed to include deductions, pay
22 period information, the name of the individual, and either the last four digits of their social security
23 number or employee identification number, and the name and address of the legal entity that is the
24 employer. Moreover, Defendants did not properly include the individual’s available paid sick leave on
25 each wage statement provided to Employees.

26 154. As a result, Employees were unable to readily ascertain, from their wage statements,
27 whether they were properly compensated for all time worked. Plaintiffs and other Employees have
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1 therefore suffered injury under California law due to Defendants' knowing and intentional failure to
2 furnish accurate itemized wage statements.

3 155. According to Labor Code § 226(e)(1), Plaintiffs and other Employees are entitled to
4 seek, and do seek to recover, liquidated damages in the amount of \$50 for the initial violation and \$100
5 for each subsequent violation per employee, not to exceed \$4,000.

6 156. Additionally, pursuant to Labor Code § 226(h), Plaintiffs and other Employees are
7 entitled to seek, and therefore do seek, injunctive relief in order to ensure Defendants' compliance with
8 Labor Code § 226.

9 157. Plaintiffs and other Employees are also entitled to, and seek recovery of, attorneys' fees
10 and costs as provided under Labor Code §§ 218.5, 226(e)(1) and 226(h) and Code of Civil Procedure §
11 1021.5.

12 158. Plaintiffs, on behalf of themselves and other members of the putative Class, requests
13 further relief as described in the prayer below.

14 SEVENTH CAUSE OF ACTION

15 **(By Plaintiffs Individually and on Behalf of the Class Against the Named Corporate Defendants)**

16 FAILURE TO MAINTAIN ACCURATE RECORDS

17 **[Labor Code § 226(a), 1174 and IWC Wage Order No. 4-2001, Subdiv. 7]**

18 159. Plaintiffs reallege and incorporate by this reference, as though fully set forth herein, all
19 paragraphs of this Complaint.

20 160. Pursuant to Labor Code § 226(a), an employer must keep a copy of each wage statement
21 and record of deductions on file for at least three years.

22 161. Section 1174(d) of the Labor Code provides:

23 "[e]very person employing labor in this state shall keep, at a central
24 location in the state or at the plants or establishments at which employees
25 are employed, payroll records showing the hours worked daily by and the
26 wages paid to, and the number of piece-rate units earned by and any
27 applicable piece rate paid to, employees employed at the respective plants
28 or establishments. These records shall be kept in accordance with rules
established for this purpose by commission, but in case shall be kept on
file for not less than three years. An employer shall not prohibit an
employee from maintaining a personal record of hours worked, or, if paid

on a piece-rate basis, piece-rate units earned.” (See also IWC Wage Order 4-2001, Subdiv. 7.)

162. Defendants have a policy, practice, guideline, procedure and/or culture of failing to maintain accurate employee information and payroll records which accurately reflect, for example, the gross and net wages earned as well as the total hours of time worked each day by Plaintiffs and other Infinite Employees.

163. Plaintiffs is informed and believes that Infinite failed to maintain a copy of all documents related to the hiring and/or employment of Employees, and/or fails to provide Employees with the opportunity to inspect or copy such documents upon request in violation of California law.

164. As discussed herein, Plaintiffs assert that because Defendants have a policy and practice of editing employees’ timekeeping records to reflect their assigned shift rather than the time that they actually worked, Defendants fail to maintain accurate records. Consequently, the paychecks and wage statements Plaintiffs and other Employees received from Defendants did not accurately reflect the total hours worked each day or the gross and net wages they actually earned. Plaintiffs allege that Defendants have a policy and practice of intentionally and willfully failing to maintain Employees’ payroll records.

165. Plaintiffs and other Employees have suffered, and continue to suffer, injuries and damages as a consequence of Defendants’ deliberate failure to maintain accurate records in violation of California law. More specifically, as a result of Defendants’ conduct, Plaintiffs and other Employees were denied their legal right and protected interest in having accurate and complete payroll records available to them.

166. Plaintiffs and other Employees are thus entitled to, and do seek, recovery of damages as outlined in Labor Code § 226 (e)(1).

167. As provided for in Labor Code §§ 218.5 and 226(e)(1) and Code of Civil Procedure § 1021.5, Plaintiffs and other Employees are entitled and seek to recover reasonable attorneys’ fees and costs.

168. Plaintiffs, on behalf of themselves and other members of the putative Class, request further relief as described in the prayer below.

1 **EIGHTH CAUSE OF ACTION**

2 **(By Plaintiffs Individually and on Behalf of the Class(es) against Defendants & Does 1-10)**

3 **FAILURE TO PROVIDE COPIES OF SIGNED DOCUMENTS**

4 **[Labor Code § 432 and IWC Wage Order No. 4-2001, Subdiv. 7]**

5 169. Plaintiffs reallege and incorporate by this reference, as though fully set forth
6 herein, all paragraphs of this Complaint.

7 170. Labor Code § 432 requires an employer to provide its employee, upon request,
8 with copies of any and all documents signed by the employee relating to the obtaining or
9 holding of employment. (See also IWC Wage Order NO. 4-2001, Subdiv. 7.)

10 171. Plaintiffs assert, based on information and belief, that Infinite failed to maintain
11 a copy of all documents signed by Employees that relate to their hiring by and/or employment
12 with Infinite, and/or failed to provide a copy of such documents to Employees who requested a
13 copy thereof in violation of Labor Code § 432.

14 172. Plaintiffs and other non-exempt employees are entitled to, and seek recovery of,
15 reasonable attorneys' fees and costs as provided for under Labor Code § 218.5 and Code of
16 Civil Procedure § 1021.5.

17 173. Plaintiffs, on behalf of themselves and other non-exempt employees, request
18 further relief as described in the below prayer.

19 **NINTH CAUSE OF ACTION**

20 **(By Plaintiffs Individually and on Behalf of the Class Against Defendants)**

21 **FAILURE TO REIMBURSE FOR NECESSARY WORK EXPENSES**

22 **[Labor Code §§ 2800, 2802, 2804 and IWC Wage Order No. 4-2001]**

23 174. Plaintiffs reallege and incorporate by this reference, as though fully set forth herein, all
24 paragraphs of this Complaint.

25 175. Labor Code § 2800 requires employers in all cases to indemnify employee losses caused
26 by the employer's want of ordinary care.

27 176. In pertinent part, Labor Code § 2802 provides:
28

(a) An employer shall indemnify his or her employee for all necessary expenditures or losses incurred by the employee in direct consequence of the discharge of his or her duties...

[...]

(c) For purposes of this section, the term “necessary expenditures or losses” shall include all reasonable costs, including, but not limited to, attorney’s fees incurred by the employee enforcing the rights granted by this section.

177. Plaintiffs assert that because of the nature of the work and as a condition of their employment, they and other Employees are required to use their personal cell phones for work related issues, including responding to calls and/or messages from supervisors, signing in and out, receiving authorization and authentication codes, and attending mandatory trainings, among other things. However, Infinite fails to reimburse Employees for a percentage of cell phone bill.

178. In addition, Plaintiffs assert they and other Employees were required to incur necessary work expenses related to working from home, without proper reimbursement. Such expenses included electricity, home office rent, devices, equipment, home interest, among other things.

179. Therefore, Infinite fails to reimburse Plaintiffs and other Employees for necessary work expenses in violation of California law.

180. Plaintiffs and other current or former Employees are entitled to, and seek, reimbursement of their necessary expenditures, plus interest, including reasonable attorneys’ fees and costs pursuant to Labor Code §§ 2800 and 2802.

181. Plaintiffs and other Employees are entitled to, and seek recovery of, reasonable attorneys’ fees and costs as provided for under Labor Code § 218.5 and Code of Civil Procedure § 1021.5.

182. Plaintiffs, on behalf of themselves and other Employees, requests further relief as described in the below prayer.

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1 **TENTH CAUSE OF ACTION**

2 **(By Plaintiffs Individually and on Behalf of the Class Against Defendants)**

3 **VIOLATION OF THE UNFAIR COMPETITION LAW**

4 **[Bus. & Prof. Code §§ 17200 *et seq.*]**

5 183. Plaintiffs reallege and incorporate by this reference, as though fully set forth herein, all
6 paragraphs of this Complaint.

7 184. As codified in Business and Professions Code §§ 17200 *et seq.*, California’s Unfair
8 Competition Law (“UCL”) broadly prohibits “any unlawful, unfair or fraudulent business act or
9 practice.”

10 185. A cause of action may be brought under the UCL if a business practice violates some
11 other law. The “unlawful” prong of the UCL effectively deems a violation of the underlying law a per
12 se violation of Business and Professions Code § 17200. (*Cel-Tech Commc’ns, Inc. v. Los Angeles*
13 *Cellular Tel. Co.* (1999) 20 Cal.4th 163, 180.) Virtually any law or regulation – federal or state,
14 statutory, or common law – can serve as a predicate for a § 17200 “unlawful” violation. (*Farmers Ins.*
15 *Exch. v. Superior Court* (1992) 2 Cal.4th 377, 383.)

16 186. The “unfair” prong of the UCL does not, however, require a practice to be specifically
17 proscribed by any law. (*Korea Supply Co. v. Lockheed Martin Corp.* (2003) 20 Cal.4th 1134, 1143
18 (internal citations omitted).) Pursuant to the California Supreme Court, the “unfair standard” is
19 intentionally broad to give maximum discretion to courts in prohibiting new schemes to defraud. (*Cel-*
20 *Tech Commc’ns, Inc., supra*, 20 Cal.4th at 180-81.)

21 187. Under the UCL, a “fraudulent” business act or practice is one where “members of the
22 public are likely to be deceived.” (*Blakemore v. Superior Court* (2005) 129 Cal. App. 4th 36, 49.) A
23 showing of actual deception, reasonable reliance, or damages is not required. (*Ibid.*) The fraudulent
24 prong may be used to attack the deceptive manner in which otherwise lawful contract terms are
25 presented to an individual. (*Boschma v. Home Loan Ctr., Inc.* (2011) 198 Cal.App.4th 230, 253.) As
26 such, even a true statement may be unlawful under section 17200 if it is “couched in such a manner that
27 is likely to mislead or deceive..., such as by failing to disclose other relevant information.” (*Ibid.*)

1 188. As discussed herein, Defendants' business practices violate all three prongs of
2 California's UCL.

3 Unlawful

4 189. Defendants violated the Labor Code by failing to properly compensate Employees for all
5 hours worked. Because Defendants' failure to adequately compensate employees clearly violates
6 California law, their conduct is a per se violation of the UCL. *Cel-Tech Commc'ns, Inc.*, 20 Cal.4th at
7 180. Defendants also failed to pay premium wages to their Employees for non-compliant meal and rest
8 periods as required by California law. Plaintiffs are also informed and believe that Defendants failed to
9 pay all wages owed to Employees upon termination of the employment relationship in violation of
10 California law. Defendants further failed to furnish itemized and accurate wage statements that
11 accurately reflected the total hours actually worked and gross and net wages earned by Employees,
12 among other things. Therefore, Defendants have clearly engaged in unlawful business practices
13 pursuant to Business and Professions Code §§ 17200 *et seq.*

14 Unfair

15 190. Defendants' policies and practices that fail to provide Employees with minimum wages
16 and overtime compensation for all hours worked are unfair because they prevent Employees from
17 timely receiving wages owed to them in violation of California's public policy favoring the prompt
18 payment of wages.

19 191. Defendants' failure to provide Employees with legally compliant meal and rest periods,
20 or compensation in lieu thereof, is unfair because it knowingly strips Employees of rights and
21 compensation afforded to them under the Labor Code.

22 Fraudulent

23 192. Defendants' practice of providing Employees with inaccurate wage statements
24 constitutes a fraudulent business practice under the UCL because Plaintiffs and other Employees are
25 likely to be, and actually are, deceived as to whether they were paid for all time worked.

1 193. Similarly, Defendants' failure to maintain accurate records also constitutes a fraudulent
2 business practice as the intentional inaccuracies mislead Employees as to their total hours worked and
3 wages earned.

4 194. As a direct and proximate result of Defendants' unlawful, unfair, and fraudulent
5 business practices, Plaintiffs and other current or former Employees have suffered injury-in-fact and
6 have lost wages rightfully owed to them.

7 195. Through their unlawful, unfair, and fraudulent conduct, Defendants have been unjustly
8 enriched by receiving and continuing to receive benefits and profits at the expense of Employees.
9 Pursuant to Business and Professions Code §§ 17200 *et seq.*, Defendants should therefore be enjoined
10 from such conduct, made to disgorge all ill-gotten gains and restore to Plaintiffs and other Employees
11 the wages wrongfully withheld from them.

12 196. The unlawful, unfair, and fraudulent conduct alleged herein has continued and there is
13 no indication that Defendants will refrain from such activity in the future. Plaintiffs believe and allege
14 that if Defendants are not enjoined from the conduct described herein, they will continue to violate
15 California law at the expense of Employees. Accordingly, Plaintiffs request that the court issue a
16 preliminary and permanent injunction against Defendants.

17 197. Plaintiffs, on behalf of themselves and other Employees, request further relief as
18 described in the prayer below.

19 **ELEVENTH CAUSE OF ACTION**

20 **(By Plaintiffs in their Representative Capacity Against All Defendants)**

21 **PRIVATE ATTORNEYS GENERAL ACT OF 2004**

22 **[Labor Code §§ 2698 *et seq.*]**

23 198. Plaintiffs reallege and incorporate by this reference, as though fully set forth herein, all
24 paragraphs of this Complaint.

25 199. Pursuant to PAGA, any provision of the Labor Code allowing for a civil penalty to be
26 assessed and collected by the LWDA, or any of its departments, divisions, commissions, boards,
27 agencies, or employees, for a California Labor Code violation, may be recovered through a civil action
28 brought by an aggrieved employee on behalf of himself or herself, and other current or former

employees. Under Labor Code § 2699(i), such civil penalties are in addition to any other relief provided for in the Labor Code and must be allocated 75% to the LWDA and 25% to the aggrieved employees.

200. Defendants employed Plaintiffs and each of the current or former employees they represent in the state of California during all, or a portion of, the statute of limitations period before Plaintiffs filed their notices with the LWDA.

201. Plaintiffs are “aggrieved employees” under PAGA, as they were employed by Defendants within the year prior to filing PAGA notice and suffered one or more violations of the Labor Code.

202. Plaintiffs have complied with the notice requirements outlined in Labor Code § 2699.3. On September 12, 2024, Plaintiffs submitted notice to the LWDA and Defendants informing them of Defendants’ alleged Labor Code violations pursuant to PAGA. (See **Exhibit 1**.) On July 1, 2025, Plaintiffs submitted an Amended PAGA Notice with the LWDA and Defendants (See **Exhibit 2**). The LWDA had sixty-five (65) days to provide notice of whether it intended to investigate the alleged violations. To date, the LWDA has not provided notice of whether it intends to investigate the alleged violations. Plaintiffs thus have the right to pursue such claims in their representative capacity pursuant to Labor Code § 2699.3.

203. As set forth herein, Defendants have committed, and continue to commit, numerous violations for which the Labor Code entitles Plaintiffs, in their representative capacity, to recover, on behalf of themselves, the PAGA Collective, the state of California and the general public, civil penalties, as well as attorneys’ fees and costs for Defendants’ alleged Labor Code violations.

204. Plaintiffs, in their representative capacity on behalf of themselves and the PAGA Collective, are entitled to seek, and does so seek, to recover civil penalties for violations of the following Labor Code provisions in this representative action:

- a. Failure to pay minimum and overtime/double-time wages in violation of Labor Code §§ 204, 206, 210, 212, 216, 221, 225.5, 510, 1182.12, 1194, 1197, 1197.1, 1198 and 1199 and IWC Wage Order No. 4-2001;

- 1 b. Failure to provide legally compliant meal periods or compensation in lieu thereof
2 in violation of Labor Code §§ 204, 226.7 and 512 and IWC Wage Order No. 4-
3 2001;
- 4 c. Failure to provide legally compliant rest periods or compensation in lieu thereof
5 in violation of Labor Code § 204, 226.7 and IWC Wage Order No. 4-2001;
- 6 d. Failure to pay all wages owed upon termination in violation of Labor Code §§
7 201-203, 213, 256;
- 8 e. Failure to provide paid sick leave and written notice of the amount of paid sick
9 leave available in violation of Labor Code §246;
- 10 f. Failure to timely furnish accurate itemized wage statements in violation of Labor
11 Code §§ 226, 226.3 and IWC Wage Order No. 4-2001;
- 12 g. Failure to maintain accurate timekeeping and payroll records in violation of
13 Labor Code §§ 226(a), 1174 and IWC Wage Order No. 4-2001;
- 14 h. Failure to provide copies of signed documents in violation of Labor Code § 432;
- 15 i. Failure to reimburse for necessary work expenses in violation of Labor Code §§
16 2800, 2802, 2804 and IWC Wage Order No. 4-2001; and
- 17 j. Retaliation against workers who exercised their rights to report and complain
18 about unsafe, unhealthy or illegal conduct in the workplace in violation of Labor
19 Code §§ 6310 and 1102.5.
- 20 k. For reasonable attorneys' fees and costs of suit pursuant to Labor Code §§ 218.5,
21 266(h), 266(e)(1), 1194, 2802, Code of Civil Procedure § 1021.5, the "common
22 fund" theory, the "substantial benefit" theory and any other applicable law,
23 theory or doctrine;

24 205. For violations of Labor Code §§ 510 and 512, in addition to any other penalty provided
25 by law, Labor Code § 558 imposes a civil penalty of \$50 per pay period for each underpaid employee
26 for the initial violation and \$100 per pay period for each underpaid employee for each subsequent
27 violation of any section of Labor Code Division 2, Part 2, Chapter 1, or any provision regulating hours
28

1 and days of work in any order of the IWC. Under Labor Code § 558.1, “Any employer or other person
2 acting on behalf of an employer, who violates, or causes to be violated, any provision regulating
3 minimum wages or hours and days of work in any order of the Industrial Welfare Commission, or
4 violates, or causes to be violated, Sections 203, 226, 226.7, 1193.6, 1194, or 2802, may be held liable
5 as the employer for such violation.” Therefore, Plaintiffs, in their representative capacity on behalf of
6 themselves and the PAGA Collective is entitled to seek, and does seek, such civil penalties.

7 206. Labor Code § 1197.1 subjects an employer, or any other person acting either
8 individually or as an officer, agent, or employee of another person, to a civil penalty of \$100 for any
9 initial violations for each underpaid employee and \$250 for each underpaid employee for each
10 subsequent violation, restitution of wages and liquidated damages payable to the employee and any
11 applicable penalties imposed by Labor Code § 203 for paying or causing to pay an employee less than
12 the minimum wage imposed by California law. Plaintiffs, in their representative capacity on behalf of
13 themselves and the PAGA Collective is entitled to seek, and does seek, such civil penalties.

14 207. Labor Code § 226.3 imposes a civil penalty of \$250 per employee per violation in an
15 initial citation and \$1,000 per employee for each violation in a subsequent citation for violations of
16 Labor Code § 226(a). Plaintiffs and other Employees in the state of California are thus entitled to seek,
17 and do seek, the described civil penalties.

18 208. For violations of Labor Code § 1174 subdivisions (b), (c), and (d), Labor Code § 1174.5
19 imposes a civil penalty of \$500. Plaintiffs, in their representative capacity on behalf of themselves and
20 the PAGA Collective are entitled to, and therefore seeks, such civil penalty.

21 209. In addition to any other penalty, Labor Code § 210 provides that any person who fails to
22 pay wages as provided in sections 201.3, 204, 204b, 204.1, 204.2, 205, 205.5, and 1197.5, shall be
23 subject to a civil penalty of \$100 for any initial violation for each failure to pay each employee and for
24 each subsequent violation, or any willful or intentional violation, \$200 for each failure to pay each
25 employee, plus 25% of the amount unlawfully withheld. Plaintiffs and other Employees in the state of
26 California are thus entitled to seek, and therefore do seek, the described civil penalties.

210. Labor Code § 2699(f) imposes a civil penalty of \$100 per pay period, per employee for the initial violation and \$200 per pay period, per employee for each subsequent violation for all Labor Code provisions for which a civil penalty is not specifically provided, including, but not limited to, Labor Code §§ 201, 202, 203, 204, 210, 226, 226(a), 226.2, 226.3, 226.7, 233, 234, 246, 246.5, 432, 510, 512, 1102.5, 1174, 1194, 1194.2, 1197, 1197.1, 1198, 1199, 2800, and/or 2802. Thus, Plaintiffs, on behalf of themselves and the PAGA Collective, seek the above-described civil penalties.

211. Pursuant to Labor Code § 2699(g)(1) an employee who prevails in a civil action brought pursuant to the PAGA shall be entitled to an award of reasonable attorneys' fees and costs. Therefore, Plaintiffs, in their representative capacity, are entitled to seek, and do so seek, attorneys' fees and costs in relation to this action.

212. Plaintiffs, in their representative capacity, on behalf of themselves and other members of the PAGA Collective are also entitled to seek, and do seek, to recover reasonable attorneys' fees as provided by Labor Code §§ 218.5, 1193.6, 1194 and Code of Civil Procedure § 1021.5.

213. Plaintiffs, on behalf of themselves and the PAGA Collective, requests further relief as described in the prayer below.

PRAYER FOR RELIEF

Plaintiffs pray for judgment against Defendants and in favor of the above-defined Class and Subclasses as follows:

1. For an order determining that this action may be maintained as a class action with the named plaintiffs as the class representative;
2. For the attorneys appearing on the above caption to be named class counsel;
3. For an order determining that this action may be maintained as a representative action with the named plaintiffs as the representative;
4. For all wages and benefits due to Plaintiffs and other Employees currently and formerly employed by Defendants pursuant to California law;
5. For all minimum wages and overtime compensation owed pursuant to Labor Code §§ 510, 1194, 1197.1, and any other applicable law;

6. For premium wages under Labor Code § 226.7 and any other applicable law;
7. For damages pursuant to Labor Code §§ 226, 226.8(c), 246, Civil Code § 3281, and any other applicable law;
8. For all liquidated damages, pursuant to Labor Code §§ 226(e), 1194.4(a), 1197.1, and/or other applicable law;
9. For civil penalties, pursuant to Labor Code §§ 210, 226.3, 558, 1174.5, 1197.1, 2699(f) and/or other applicable law;
10. For PAGA civil penalties pursuant to Labor Code §§ 2698 *et seq.*, and/or other applicable law;
11. For injunctive relief pursuant to Labor Code § 266(h), Business and Professions Code § 17203 and any other applicable law;
12. For restitution for Defendants' unfair, unlawful, and fraudulent business practices;
13. For reasonable attorneys' fees and costs of suit pursuant to Labor Code §§ 218.5, 266(h), 266(e)(1), 1194, 2699(g), 2802, Code of Civil Procedure § 1021.5, the "common fund" theory, the "substantial benefit" theory and any other applicable law, theory or doctrine;
14. For pre-judgment and post-judgment interest as provided by California law;
15. For appropriate equitable relief pursuant to California law; and
16. For any and all other relief the Court may deem just and proper.

Dated: December 16, 2025

CONSUMER & EMPLOYMENT LAWYERS


R. Craig Clark
Alicja A. Urtnowski
Attorneys for Plaintiffs

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1 **DEMAND FOR JURY TRIAL**

2 Plaintiff hereby demands a jury trial on all issues triable to a jury.

3
4 Dated: December 16, 2025

CONSUMER & EMPLOYMENT LAWYERS

5 
6 R. Craig Clark
7 Alicja A. Urtnowski
8 *Attorneys for Plaintiffs*

EXHIBIT 1



**CONSUMER &
EMPLOYMENT**
— LAWYERS —

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San Diego, California 92103
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Formerly known as Clark Law Group

September 12, 2024

Transmitted via Online Upload

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

RE: Ilana Ramos v. INFINITE COMPUTER SOLUTIONS, INC.

Dear PAGA Administrator,

The purpose of this correspondence is to notify you that **Ilana Ramos** (“Ms. Ramos”), on behalf of herself and all others similarly situated, intends to assert the legal rights granted to her under the Private Attorneys General Act (the “Act”), as set forth in California Labor Code (“Labor Code”) §§ 2698 et seq. This correspondence includes the current facts and theories to support the violations alleged herein. This correspondence will also be sent to the agent for service of process for **INFINITE COMPUTER SOLUTIONS, INC.** (“Infinite”) via certified mail. Therefore, this correspondence serves to satisfy the notice requirements of the Act. By uploading and sending this correspondence in the manner set forth in the Act, Ms. Ramos is complying with the Act’s statutory notice requirements.

Factual Statement and Theories of Liability

Ms. Ramos was employed by Infinite as a non-exempt hourly employee from approximately May to October 2023. Throughout her employment, Ms. Ramos was assigned to work in California.

INFINITE COMPUTER SOLUTIONS, INC. is a Delaware corporation that does business in California. Infinite is a global technology solution provider headquartered in Rockville, Md. The company provides business technology solutions and product engineering services for telecom, hi-tech, healthcare, media & entertainment, insurance, banking & financial services, retail, public sector, travel and transport, and government. Infinite is in the business of providing a range of services, including business transformation, digitalization, cloud services, application development management services, quality engineering and



assurance, product/platform engineering, and infrastructure services. See also <https://www.infinite.com>, https://www.instagram.com/infinite_computer_solutions/?hl=en, <https://www.linkedin.com/company/infinite-computer-solutions/>.

Ms. Ramos asserts that she and other individuals currently or formerly employed by Infinite in the state of California as non-exempt employees (collectively referred to herein as (“Employees”), were subject to the same and/or similar policies, practices, guidelines, procedures and/or culture described herein. Ms. Ramos further asserts that she and all other Employees have suffered, and will continue to suffer, the same and/or similar Labor Code violations described herein.

Any and all claims alleged in this correspondence are asserted on behalf of Ms. Ramos and all other current or former Employees who were employed by Infinite in California, during the applicable statutory period and who have suffered the same and/or similar Labor Code violations alleged herein, as well as any other violations of the PAGA arising out of their employment with Infinite that may be later discovered since investigation is ongoing.

Because investigation is ongoing, Ms. Ramos reserves her right to assert any and all related facts, claims and/or theories discovered after the sending of this correspondence on behalf of herself and the current or former Employees that she seeks to represent against Infinite and/or other persons that may be discovered after the sending of this correspondence. Such other persons include, but are not limited to, those persons who have acted as an agent, subsidiary, servant, employee, co-conspirator, alter-ego, and/or joint venture of Infinite, as well as those persons who caused and/or concurrently contributed to the various acts and/or omissions of each and every one of the others, including Infinite, in proximately causing the wrongful conduct, harm, and/or damages alleged herein or otherwise participated in and/or ratified any or all of the acts or omissions complained of herein, and those who are acting within the authority and scope of Infinite. *Atempa v. Pedrazzani*, 27 Cal.App.5th at 811-813.

I. Infinite Failed to Pay Minimum, Regular, Overtime and/or Double Time Wages in Violation of Labor Code §§ 204, 206, 210, 212, 216, 221, 225.5, 510, 1182.12, 1194, 1197, 1197.1, 1198 and 1199 and IWC Wage Order No. 4-2001.

Labor Code § 204 establishes the fundamental right of an employee in California to be timely paid wages for their work. Pursuant to Labor Code § 1197, an employer is prohibited from paying or causing its employees to be compensated at a rate less than the fixed minimum, as set by the commission, for all time worked. See also Labor Code § 1199 (making such conduct a misdemeanor); IWC Wage Order No. 4-2001, subdiv. 4. Additionally,



it is unlawful for an employer to employ persons for more than eight hours per day and/or forty hours per workweek without compensating them at the rate of one and one-half or two times the employee's regular pay rate, depending on the number of hours worked. Labor Code §§ 510, 1198; see also IWC Wage Order No. 4-2001, subdiv. 3(A). Pursuant to Labor Code § 1194, an employee is permitted to recover any unpaid balance of the minimum wage or overtime compensation not paid for all hours worked. Moreover, any employer who causes an employee to be paid a wage lower than that of the fixed minimum is required to pay a civil penalty. Labor Code § 1197.1; see also IWC Wage Order No. 4-2001, subdiv. 20(A).

Ms. Ramos asserts that as a policy, practice, guideline, procedure and/or culture Infinite does not properly compensate its Employees for all hours worked. Ms. Ramos contends that Infinite required her and other Employees to perform work on behalf of Infinite without compensation.

As a policy, practice, guideline, procedure and/or culture, Infinite often required its Employees to work off the clock. For example, Ms. Ramos and other Employees were often required to clock in and out on a time sheet that had to be approved by the supervisor. Recording any overtime was disfavored and Employees were instructed to not record overtime without prior authorization from the supervisor. Infinite Employees' job duties, included making various work phone calls, often approximately 50-100 calls in a day. The Employees were required to complete the calls, and be readily available to perform work on behalf of Infinite. In fact, Infinite has been monitoring its Employees at all times, recording all calls, and requiring that Mr. Ramos and other Employees be on the calls at all times throughout their shifts. However, Mr. Ramos and other employees often had to stay on the line when the work call went significantly over the eighth hour of work to complete the call. Mr. Ramos alleges that the supervisor often edited the time sheets to shave hours worked, so that they would not receive the proper overtime.

In order to sign in to work/sign out, Ms. Ramos and other Employees had to install a Microsoft identification application on their personal phones. When signing in, Ms. Ramos and other Employees were required to sign in into the systems (including Citrix and/or Genesys) with the laptop, and then authenticate it with their personal phone by providing an authentication/authorization code. Infinite did not provide Employees with the phone, nor reimbursed them for the cost of their personal phones as discussed below. Regularly, there were various issues with signing in, because the work laptop and/or the codes/passwords provided by Infinite would not work, preventing Mr. Ramos from clocking in. Thus, Ms. Ramos regularly had to start the sign-in process at least 30 min before the scheduled clock in time, to use various sign in codes/passwords provided by Infinite, and contacting the IT department and the supervisors when the laptop or codes/passwords did not work.



In addition, Employees were required to complete various mandatory training sessions while off the clock, without compensation. The Employees were also instructed to “log in early” before the mandatory trainings’ start time, without compensation for that time. Ms. Ramos thus asserts she and other Employees were often required to perform work on behalf of Infinite outside of the work hours recorded by Infinite, without proper compensation for minimum/overtime wages.

Infinite also regularly required its Employees to record a meal break despite being unable to take a break, and instead instructed Employees to work through breaks. Infinite also regularly modified its Employees’ time sheets, and inserted a meal break, when in fact Employees had no opportunity to take a legally compliant break. As such, Ms. Ramos asserts that Infinite has a policy, practice, guideline, procedure, and/or culture of automatically deducting a thirty-minute meal period from the hours worked by its Employees regardless of whether they were actually provided with an opportunity to take a thirty-minute meal period free from all work activities. Employees thus regularly engage in work-related activities during the time that Infinite automatically deducts from their time worked.

In addition, Employees, including Ms. Ramos, were regularly required to respond to calls and messages from their supervisors outside of work hours without compensation for the time spent responding to calls and/or messages.

As such, Ms. Ramos and other Employees did not receive the minimum, overtime and/or double time compensation they are entitled to. Thus, Ms. Ramos alleges Infinite regularly shaves and/or shortens Employees’ hours worked and does not compensate its non-exempt employees for all time worked as required by California law.

Ms. Ramos contends that as a policy, practice, guideline, procedure and/or culture, Infinite regularly requires Employees to work more than 8 hours per day and/or 40 hours per week, without being paid the appropriate overtime and/or double time compensation. Because Infinite failed to appropriately pay overtime and/or double time compensation to Employees who worked more than 8 hours per day and/or 40 hours per week, Infinite did not pay its non-exempt employees in accordance with California law.

Additionally, Ms. Ramos alleges that Infinite fails to timely pay all earned wages. For instance, the paychecks Ms. Ramos and other Employees receive from Infinite do not include compensation for all hours worked as described herein. Therefore, it was difficult to track what hours Employees were being paid for and at what rate. Ms. Ramos asserts that



despite notifying Infinite of the error, Infinite did not promptly remedy the issues by paying all wages earned and due.

Based on the foregoing, Ms. Ramos asserts that Infinite engaged in conduct that violated California law by failing to compensate her and other Infinite Employees appropriately.

II. Infinite Failed to Provide Legally Compliant Meal Periods or Compensation in Lieu Thereof, in Violation of Labor Code §§ 204, 226.7 and 512 and IWC Wage Order No. 4-2001

Labor Code § 512 states, “[a]n employer shall not employ an employee for a work period of more than five hours per day without providing the employee with a meal period of not less than 30 minutes.” Additionally, an employer is not permitted to employ a person for a work period of more than ten hours per day without providing the employee with a second meal period of at least thirty minutes. Labor Code § 512. Meal periods of no less than 30 minutes must be provided before the end of the employee’s fifth and tenth hours of work, respectively. *Brinker Restaurant Corp. v. Superior Court* (2012) 53 Cal.4th 1004, 1041. California law further obligates employers to completely relieve their employees of all work and work-related responsibilities during the entirety of the legally required meal periods. *Id.* at 1040. In order to comply with their meal period obligations, employers must also relinquish all control over its employees, and cannot impede or discourage their employees from taking uninterrupted, work-free meal periods. *Id.* An employee who is required to perform any work-related task at any point during his or her meal period has not received a meal period in accordance with California law. Labor Code § 226.7.

If an employer fails to provide an employee with a legally compliant meal period, the employer **must** pay the employee one additional hour of pay at the employee’s regular rate of compensation for each workday that a legally compliant meal period was not provided. Labor Code § 226.7; IWC Wage Order No. 4-2001, subdiv. 11(D). Premium wages under Labor Code § 226.7 are wages due payable in accordance with the Labor Code. *Murphy v. Kenneth Cole Productions, Inc.* (2007) 40 Cal.4th 1094, 1103-1114; see also Labor Code § 204.

As a policy, practice, guideline, procedure and/or culture Infinite regularly requires their non-exempt employees to work more than 5 hours per workday. However, despite regularly working more than 5 hours per workday, Employees, such as Ms. Ramos, were not provided with the reasonable opportunity to take meal periods that occurred before the 5th hour of work and/or that were free from all work and work-related responsibilities during the entirety of the 30-minute meal period.



Additionally, even though Infinite Employees often worked more than 10 hours in a day, Infinite failed to provide them with a second meal period of at least thirty minutes.

Ms. Ramos asserts that the demanding work schedule assigned to Infinite Employees did not allow time for legally compliant meal periods. Moreover, Ms. Ramos alleges that as a policy, practice, guideline, procedure and/or culture Infinite does not schedule any meal periods for its non-exempt employees. In fact, the time sheets provided to Ms. Ramos to record time worked, did not have a place to record a meal break.

Ms. Ramos contends that Infinite has a policy, practice, guideline, procedure, and/or culture of automatically deducting 30 minutes for a meal period regardless of whether Employees were provided with the opportunity to take a legally compliant meal period. As such, Infinite often adjusted its' Employees timesheets to reflect meal breaks, even though a compliant meal break was not taken.

Ms. Ramos therefore contends that Infinite has a policy, practice, guideline, procedure and/or culture that requires Infinite Employees to engage in their job duties for the entire duration of their work shift. As a result, Infinite Employees are not provided with legally compliant meal periods.

Ms. Ramos asserts that Infinite instructed her and other Employees to work through meal breaks, and engage in work related activities at all times. As discussed above, Employees were monitored and expected to be on the call at all times throughout the shift. Often, some calls lasted longer than anticipated, but Employees were required to stay on the line and complete all calls. In addition, Ms. Ramos and other Employees encountered various issues with signing into the Infinite systems, as discussed above, and often had to work through meal breaks to communicate with the IT department and the supervisors to resolve technical issues. As such, Employees were not able to take legally compliant meal breaks.

Ms. Ramos also contends that Infinite requires Employees to carry a personal cell phone for the entire duration of their work shift, including during meal periods. Infinite Employees were also expected to be readily available to perform work on behalf of Infinite during meal periods, such as by responding to calls and/or messages, among other things. As a result, Infinite Employees were not provided with meal periods that were free from work or interruption.

Thus, Employees were not provided with the opportunity to take meal periods that were free from work-related responsibilities. By imposing unbearable work schedules onto its non-exempt employees, Infinite compelled, encouraged and/or otherwise directed its non-exempt employees to work through their meal periods.



Ms. Ramos further contends that Infinite does not have a procedure for Employees to document non-compliant meal periods. As a result, Infinite does not compensate Employees the required meal period premiums for non-compliant meal periods.

Based on the foregoing, Ms. Ramos contends Infinite has failed to comply with its meal period obligations under California law by not providing Employees with legally compliant meal periods or compensation in lieu thereof.

III. Infinite Failed to Provide Legally Compliant Rest Periods or Compensation in Lieu Thereof in Violation of Labor Code §§ 204, 226.7 and IWC Wage Order No. 4-2001

IWC Wage Order No. 4-2001, subdiv. 12(A) requires employers to authorize and permit off-duty rest periods for every four hours worked, or major fraction thereof. Unless an employer relieves its employees of any and all work-related duties and also relinquishes all control over how its employees spend their time during rest periods, the employer has not authorized and permitted lawful off-duty rest periods. *Augustus v. ABM Security Services, Inc.* (2016) 2 Cal.5th 257, 269. If an employer fails to provide an employee with an off-duty rest period in accordance with California law, the employer is required to pay an employee one additional hour of pay at the employee's regular rate of compensation for each workday in which a lawful rest period was not provided. Labor Code § 226.7; See also IWC Wage Order No. 4-2001, subdiv. 12(B). Premium wages under Labor Code § 226.7 are wages due payable in accordance with the Labor Code. *Murphy*, 40 Cal.4th at 1103-1114; see also Labor Code § 204.

Ms. Ramos and other Employees employed by Infinite typically work more than 4 hours per workday. However, Ms. Ramos alleges that as a policy, practice, guideline, procedure and/or culture, Infinite regularly fails to authorize and permit Employees to take off-duty rest periods for every four hours worked, or major fraction thereof, in violation of California law. Ms. Ramos contends she and other Employees were denied legal rest periods largely due to Infinite's requirement that Employees are to be readily available to perform their work duties at all times, such as make phone calls, as discussed herein. In addition, Ms. Ramos alleges that Infinite fails to schedule enough Employees so that Ms. Ramos and other Employees could be relieved from their duties to take their meal and rest periods.

Ms. Ramos further asserts that Infinite does not have a policy, practice, guideline, procedure and/or culture for Employees to record non-compliant rest periods and/or fails to compensate Employees the required rest period premium for non-compliant rest periods. Infinite's conduct thus constitutes a violation of California law.



IV. Infinite Failed to Timely Pay Wages Owed Upon Termination in Violation of Labor Code §§ 201-203, 213, 256

Under Labor Code § 201, when an employer discharges an employee, all wages earned and unpaid at the time of discharge are immediately due and payable. Similarly, if an employee does not have a written contract for a definite period and quits his or her employment, the employee's wages are due and payable no later than 72 hours thereafter, unless the employee has given 72-hours previous notice of his/her intention to quit, then the employee is entitled to his/her wages at the time of quitting. Labor Code § 202(a). If an employer willfully fails to pay all wages owed to an employee in accordance with Labor Code §§ 201 and 202, the employee's wages are to continue as a penalty, equal to one day of wages at the employee's regular rate of pay, starting from the date at which such wages were due until paid or until an action is commenced. Labor Code § 203. However, the wages are not to continue for more than a period of thirty days. *Id.*

Ms. Ramos contends that Infinite has a policy, practice, guideline and/or culture of not timely paying all wages owed upon discharge nor paying the required waiting time penalties. For instance, as discussed herein, Infinite failed to compensate Employees for all hours worked, failed to pay the appropriate overtime wages to Employees for hours worked in excess of eight per day and/or forty per week, and failed to pay the required meal and/or rest period premiums to Infinite Employees for non-compliant meal and/or rest periods.

Ms. Ramos therefore contends that Infinite failed to pay all wages owed to former Employees who separated from Infinite within the statutory period in violation of California law.

V. Infinite Failed to Provide Paid Sick Days and Written Notice of the Amount of Sick Leave Available in Violation of Labor Code § 246.

California law requires that an employer provide 24 hours (or 3 days) of paid sick leave per year for full-time employees. Labor Code § 246. Employees are to earn a minimum of 1 hour of paid leave for every 30 hours worked. *Id.*

Ms. Ramos alleges that Infinite has a policy, practice, guideline, procedure and/or culture of failing to provide Employees with one hour of paid sick leave for every 30 hours worked in accordance with California law.



Ms. Ramos further alleges that Infinite also failed to provide Employees with paid sick days since they were unable to accrue any such paid sick days at the rate provided by law as a result of Infinite's failure to account for all time worked.

Ms. Ramos also contends that Infinite has a policy, practice, procedure, guideline and/or culture of failing to provide written notice to Employees of their available sick leave, as such amounts are not included on the wage statements, nor are they provided with the information in separate writing on the designated pay date along with their wages. Accordingly, Infinite has failed to comply with California law.

VI. Infinite Failed to Furnish Legally Compliant Wage Statements in Violation of Labor Code §§ 226, 226.3 and IWC Wage Order No. 4-2001

An employer is required to provide its employees with accurate and itemized wage statements. Labor Code § 226(a). Pursuant to Labor Code § 226(a), each wage statement must show "(1) gross wages earned, (2) total hours worked by the employee...(4) all deductions...(5) net wages earned, (6) the inclusive dates of the period for which the employee is paid, (7) the name of the employee and only the last four digits of his or her social security number or an employee identification number other than the social security number, (8) the name and address of the legal entity that is the employer...(9) all applicable hourly rates in effect during the pay period and the corresponding number of hours worked at each hourly rate..." See also IWC Wage Order No. 4-2001, subdiv. 7(A).

Infinite failed to comply with Labor Code § 226 because they failed to provide Ms. Ramos and other current or former Employees with legally compliant wage statements. Ms. Ramos contends that Infinite failed to provide wage statements that accurately reflect the gross wages and/or net wages earned due to Infinite's failure to compensate Employees for all time worked, failure to pay the appropriate overtime compensation to Employees for hours worked beyond eight hours per day and/or forty hours per week, and failure to pay premium wages Employees for non-compliant meal and/or rest periods, as discussed herein.

Infinite also failed to provide wage statements that properly include the pay period information for each wage statement, the accurate rate of pay, the required available sick time and/or the name of the legal entity that employed the Infinite Employees in violation of California law.

During the statutory period, Infinite thus failed to comply with the requirements outlined by California law by failing to provide legally compliant wage statements to all current or former Infinite Employees.



VII. Infinite Failed to Maintain Accurate Payroll Records in Violation of California Labor Code §§ 226(a) and 1174 and IWC Wage Order No. 4-2001

Labor Code § 1174 requires every employer to “keep a recording showing the names and addresses of all employees employed...” Labor Code § 1174 further requires “[e]very person employing labor in this state [to] keep, at a central location in the state or at the plants or establishments at which employees are employed, payroll records showing the hours worked daily and the wages paid. Such records are to be kept according to the rules established by the commission for such purpose and must be kept on file for no less than three years. Id. An employer is further obliged under Labor Code § 226(b) to keep the information required by Labor Code § 226(a) and afford current or former employees the right to inspect or copy records pertaining to their employment. See also IWC Wage Order No. 4-2001, subdivs. 7, 19 and 20.

As discussed herein, Infinite has a policy, practice, guideline, procedure and/or culture of failing to maintain accurate employee information and payroll records which accurately reflect, for example, the gross and net wages earned as well as the total hours of time worked each day by Ms. Ramos and other Infinite Employees.

Additionally, Ms. Ramos is informed and believes that Infinite fails to maintain a copy of all documents related to the hiring and/or employment of Infinite Employees, and/or fails to provide Infinite Employees with the opportunity to inspect or copy such documents upon request in violation of California law. Therefore, Ms. Ramos contends that Infinite failed to comply with Labor Code §§ 226 and 1174.

VIII. Infinite Failed to Provide Copies of Signed Documents in Violation of Labor Code § 432

Pursuant to Labor Code § 432, an employer is obligated, upon request, to provide its employees with a copy of any and all documents signed in connection with obtaining or holding employment.

As stated herein, Ms. Ramos asserts, based on information and belief, that Infinite failed to maintain a copy of all documents signed by Employees that relate to their hiring by and/or employment with Infinite, and/or failed to provide a copy of such documents to Employees who requested a copy thereof in violation of Labor Code § 432. Therefore, Ms. Ramos alleges that Infinite has failed to comply with California law.



IX. Infinite Failed to Reimburse Non-Exempt Employees for Necessary Work Expenses in Violation of Labor Code §§ 2800 and 2802, 2804 and IWC Wage Order No. 4-2001

Labor Code § 2800 states that an employer shall indemnify employee losses caused by the employer's want of ordinary care. Accordingly, pursuant to Labor Code § 2802, an employee is entitled to reimbursement from his or her employer for all expenses or losses incurred as a result of employment. Moreover, when an employer requires uniforms to be worn by non-exempt employees, the employer shall provide and maintain such uniforms. IWC Wage Order No. 4-2001, subdiv. 9 defines "uniform" to include apparel of distinct color or design. Mr. Ramos and other Employees are required to use their personal cell phones for work-related issues, including responding to calls and/or messages from supervisors, signing in and out, receiving authorization and authentication codes, and attending mandatory trainings, among other things. However, Infinite fails to reimburse Employees for a percentage of cell phone bill.

In addition, Ms. Ramos and other Employees were required to incur necessary work expenses related to working from home, without proper reimbursement. Such expenses included electricity, home office rent, devices, equipment, home interest, among other things.

Infinite has, therefore, failed to reimburse Ms. Ramos and other Employees for necessary work expenses in violation of California law.

X. Infinite Violated Labor Code §§ 6310 and 1102.5

Labor Code §§ 6310 and 1102.5 prohibit employers from retaliating against employees who exercise their right to report and/or complain about illegal conduct, unhealthy conditions and/or unsafe conditions at work. Retaliation includes, but is not limited to, discharge, threats of discharge, demotion, suspension or any other discriminatory act. Labor Code § 6310(b).

As discussed herein, Infinite failed to provide Ramos and other Employees with proper work equipment and necessary information to effectively sign into the Infinite work system. Infinite required that Employees use their personal cell phones for work, without reimbursement for the cost of the personal cell phones. The laptops provided by Infinite often did not work, and Ramos was required to ship it back to Infinite, and wait on a new laptop, on several occasions. Ramos made multiple complaints to Infinite about their failure to provide her with a working laptop, or correct codes/passwords to log into the system, which often prevented her from clocking in for work. While Ms. Ramos's sent the laptop to Infinite to fix it, Infinite failed to provide Ramos with a new working laptop, nor any



sign in information, and Ramos was prevented from signing in to work, when Infinite suddenly terminated her.

Thus, Ramos alleges that Infinite improperly terminated her employment upon learning of Ramos' complaints, and failed to provide her with the necessary work equipment, in violation of Labor Code §§ 6310 and 1102.5.

XI. Ms. Ramos May be Entitled to Attorneys' Fees and Costs

The Act provides that "any employee who prevails in any action shall be entitled to an award of reasonable attorney's fees and costs. Labor Code § 2699(g)(1). Therefore, in the event that Ms. Ramos and/or another similar representative is successful in a civil action against Infinite, he is entitled to an award of attorneys' fees and costs. See also Labor Code §§ 218.5, 1194, 1193.6; Code Civ. Proc. § 1021.5.

Conclusion

As described herein, Ms. Ramos contends that she constitutes an "aggrieved employee" as the term is defined by Labor Code § 2699(c). Ms. Ramos alleges that the current or former Employees that she seeks to represent also constitute "aggrieved employees" under the statute. As discussed herein, Infinite violated the Labor Code and the relevant IWC Wage Order and thereby deprived Ms. Ramos and other current or former Employees of their statutory rights and protections afforded to them. Ms. Ramos has thus satisfied the prerequisites of the Act to serve as a representative of all current or former Infinite Employees, the general public, and the state of California in order to enforce California labor laws and to seek civil penalties for the provisions both set forth herein as well as for those which may be later discovered on behalf of herself and all others similarly situated.

Accordingly, if the Labor and Workforce Development Agency neither acts, nor declines to intervene within sixty-five days from the date of this correspondence, Ms. Ramos may elect to initiate and/or amend a civil action, on behalf of herself and all others similarly situated, to include the persons and allegations described herein and/or those discovered after sending this correspondence, subject to Labor Code §§ 2698 et seq., as well as other related claims arising out of their employment with Infinite.



Sincerely,
Consumer & Employment Lawyers

Alicja Urtnowski

R. Craig Clark
Alicja A. Urtnowski

Cc: Via Certified Mail

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EXHIBIT 2



**CONSUMER &
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July 1, 2025

Transmitted via Online Upload

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

**RE: Ilana Ramos and Cassie Murphy v. INFINITE COMPUTER SOLUTIONS, INC.
Amended Notice of Labor Code Violations Pursuant to Labor Code § 2699.3 et. seq.**

LWDA Case Number: LWDA-CM-1050269-24

Solano Superior Court Case Number: CU24-09034

Dear PAGA Administrator,

Consumer and Employment Lawyers represent **Ilana Ramos and Case Murphy** (“Plaintiffs”) in the above-captioned matter. This amended PAGA Notice relates back to the Original PAGA Notice filed with the LWDA on September 12, 2024. The purpose of this Amended PAGA Letter is to inform you that Plaintiffs, on behalf of themselves and all others similarly situated, assert the legal rights granted to them under the Private Attorneys General Act (the “Act”), as set forth in California Labor Code (“Labor Code”) §§ 2698 et seq. This correspondence includes the current facts and theories to support the violations alleged herein. This correspondence will also be sent to the agent for service of process/and or legal representative for INFINITE COMPUTER SOLUTIONS, INC. (“Infinite”). Therefore, this correspondence serves to satisfy the notice requirements of the Act. By uploading and sending this correspondence in the manner set forth in the Act, Plaintiffs are complying with the Act’s statutory notice requirements.



Factual Statement and Theories of Liability

Ms. Ramos was employed by Infinite as a non-exempt hourly employee from approximately May to October 2023. Throughout her employment, Ms. Ramos was assigned to work in California.

Cassie Murphy has been employed by Infinite as a non-exempt hourly employee since approximately October 2022. Ms. Murphy has been assigned to work in California.

INFINITE COMPUTER SOLUTIONS, INC. is a Delaware corporation that does business in California. Infinite is a global technology solution provider headquartered in Rockville, Md. The company provides business technology solutions and product engineering services for telecom, hi-tech, healthcare, media & entertainment, insurance, banking & financial services, retail, public sector, travel and transport, and government. Infinite is in the business of providing a range of services, including business transformation, digitalization, cloud services, application development management services, quality engineering and assurance, product/platform engineering, and infrastructure services. See also <https://www.infinite.com>, https://www.instagram.com/infinite_computer_solutions/?hl=en, <https://www.linkedin.com/company/infinite-computer-solutions/>.

Ms. Ramos and Ms. Murphy assert that they and other individuals currently or formerly employed by Infinite in the state of California as non-exempt employees (collectively referred to herein as (“Employees”), were subject to the same and/or similar policies, practices, guidelines, procedures and/or culture described herein. Plaintiffs further assert that they and all other Employees have suffered, and will continue to suffer, the same and/or similar Labor Code violations described herein.

Any and all claims alleged in this correspondence are asserted on behalf of Plaintiffs and all other current or former Employees who were employed by Infinite in California, during the applicable statutory period and who have suffered the same and/or similar Labor Code violations alleged herein, as well as any other violations of the PAGA arising out of their employment with Infinite that may be later discovered since investigation is ongoing.

Because investigation is ongoing, Plaintiffs reserve their right to assert any and all related facts, claims and/or theories discovered after the sending of this correspondence on behalf of herself and the current or former Employees that she seeks to represent against Infinite and/or other persons that may be discovered after the sending of this correspondence. Such other persons include, but are not limited to, those persons who have acted as an agent, subsidiary, servant, employee, co-conspirator, alter-ego, and/or joint venture of Infinite, as



well as those persons who caused and/or concurrently contributed to the various acts and/or omissions of each and every one of the others, including Infinite, in proximately causing the wrongful conduct, harm, and/or damages alleged herein or otherwise participated in and/or ratified any or all of the acts or omissions complained of herein, and those who are acting within the authority and scope of Infinite. *Atempa v. Pedrazzani*, 27 Cal.App.5th at 811-813.

I. Infinite Failed to Pay Minimum, Regular, Overtime and/or Double Time Wages in Violation of Labor Code §§ 204, 206, 210, 212, 216, 221, 225.5, 510, 1182.12, 1194, 1197, 1197.1, 1198 and 1199 and IWC Wage Order No. 4-2001.

Labor Code § 204 establishes the fundamental right of an employee in California to be timely paid wages for their work. Pursuant to Labor Code § 1197, an employer is prohibited from paying or causing its employees to be compensated at a rate less than the fixed minimum, as set by the commission, for all time worked. See also Labor Code § 1199 (making such conduct a misdemeanor); IWC Wage Order No. 4-2001, subdiv. 4. Additionally, it is unlawful for an employer to employ persons for more than eight hours per day and/or forty hours per workweek without compensating them at the rate of one and one-half or two times the employee's regular pay rate, depending on the number of hours worked. Labor Code §§ 510, 1198; see also IWC Wage Order No. 4-2001, subdiv. 3(A). Pursuant to Labor Code § 1194, an employee is permitted to recover any unpaid balance of the minimum wage or overtime compensation not paid for all hours worked. Moreover, any employer who causes an employee to be paid a wage lower than that of the fixed minimum is required to pay a civil penalty. Labor Code § 1197.1; see also IWC Wage Order No. 4-2001, subdiv. 20(A).

Plaintiffs assert that as a policy, practice, guideline, procedure and/or culture Infinite does not properly compensate its Employees for all hours worked. Plaintiffs contend that Infinite required them and other Employees to perform work on behalf of Infinite without compensation.

As a policy, practice, guideline, procedure and/or culture, Infinite often required its Employees to work off the clock. For example, Plaintiffs and other Employees were often required to clock in and out on a time sheet that had to be approved by the supervisor. Recording any overtime was disfavored and Employees were instructed to not record overtime without prior authorization from the supervisor. Infinite Employees' job duties, included making various work phone calls, often approximately 50-100 calls in a day. The Employees were required to complete the calls, and be readily available to perform work on behalf of Infinite. In fact, Infinite has been monitoring its Employees at all times, recording all calls, and requiring that Plaintiffs and other Employees be on the calls at all times throughout their shifts. However, Plaintiffs and other employees often had to stay on the



line when the work call went significantly over the eighth hour of work to complete the call. Plaintiffs allege that the supervisor often edited the time sheets to shave hours worked, so that they would not receive the proper overtime.

In order to sign in to work/sign out, Plaintiffs and other Employees had to install a Microsoft identification application on their personal phones. When signing in, Plaintiffs and other Employees were required to sign in into the systems (including Citrix and/or Genesys) with the laptop, and then authenticate it with their personal phone by providing an authentication/authorization code. Infinite did not provide Employees with the phone, nor reimbursed them for the cost of their personal phones as discussed below. Regularly, there were various issues with signing in, because the work laptop and/or the codes/passwords provided by Infinite would not work, preventing Plaintiffs from clocking in. Thus, Plaintiffs regularly had to start the sign-in process at least 30 min before the scheduled clock in time, to use various sign in codes/passwords provided by Infinite, and contacting the IT department and the supervisors when the laptop or codes/passwords did not work.

In addition, Employees were required to complete various mandatory training sessions and meetings while off the clock, without compensation. The Employees were also instructed to “log in early” before the mandatory trainings’ start time, without compensation for that time. Plaintiffs thus assert they and other Employees were often required to perform work on behalf of Infinite outside of the work hours recorded by Infinite, without proper compensation for minimum/overtime wages.

Infinite also regularly required its Employees to record a meal break despite being unable to take a break, and instead instructed Employees to work through breaks. Infinite also regularly modified its Employees’ time sheets, and inserted a meal break, when in fact Employees had no opportunity to take a legally compliant break. As such, Plaintiffs assert that Infinite has a policy, practice, guideline, procedure, and/or culture of automatically deducting a thirty-minute meal period from the hours worked by its Employees regardless of whether they were actually provided with an opportunity to take a thirty-minute meal period free from all work activities. Employees thus regularly engage in work-related activities during the time that Infinite automatically deducts from their time worked.

In addition, Employees, including Plaintiffs, were regularly required to respond to calls and messages from their supervisors outside of work hours without compensation for the time spent responding to calls and/or messages.

As such, Plaintiffs and other Employees did not receive the minimum, overtime and/or double time compensation they are entitled to. Thus, Plaintiffs allege Infinite regularly



shaves and/or shortens Employees' hours worked and does not compensate its non-exempt employees for all time worked as required by California law.

Plaintiffs contend that as a policy, practice, guideline, procedure and/or culture, Infinite regularly requires Employees to work more than 8 hours per day and/or 40 hours per week, without being paid the appropriate overtime and/or double time compensation. Because Infinite failed to appropriately pay overtime and/or double time compensation to Employees who worked more than 8 hours per day and/or 40 hours per week, Infinite did not pay its non-exempt employees in accordance with California law. Similarly, Plaintiffs allege that they and other Employees often worked more than 12 hours in a day, but Infinite failed to pay the appropriate double time compensation.

Additionally, Plaintiffs allege that Infinite fails to timely pay all earned wages. For instance, the paychecks Plaintiffs and other Employees receive from Infinite do not include compensation for all hours worked as described herein. Therefore, it was difficult to track what hours Employees were being paid for and at what rate. Plaintiffs assert that despite notifying Infinite of the error, Infinite did not promptly remedy the issues by paying all wages earned and due.

Based on the foregoing, Plaintiffs assert that Infinite engaged in conduct that violated California law by failing to compensate her and other Infinite Employees appropriately.

II. Infinite Failed to Provide Legally Compliant Meal Periods or Compensation in Lieu Thereof, in Violation of Labor Code §§ 204, 226.7 and 512 and IWC Wage Order No. 4-2001

Labor Code § 512 states, “[a]n employer shall not employ an employee for a work period of more than five hours per day without providing the employee with a meal period of not less than 30 minutes.” Additionally, an employer is not permitted to employ a person for a work period of more than ten hours per day without providing the employee with a second meal period of at least thirty minutes. Labor Code § 512. Meal periods of no less than 30 minutes must be provided before the end of the employee’s fifth and tenth hours of work, respectively. *Brinker Restaurant Corp. v. Superior Court* (2012) 53 Cal.4th 1004, 1041. California law further obligates employers to completely relieve their employees of all work and work-related responsibilities during the entirety of the legally required meal periods. *Id.* at 1040. In order to comply with their meal period obligations, employers must also relinquish all control over its employees, and cannot impede or discourage their employees from taking uninterrupted, work-free meal periods. *Id.* An employee who is required to perform any work-related task at any point during his or her meal period has not received a meal period in accordance with California law. Labor Code § 226.7.



If an employer fails to provide an employee with a legally compliant meal period, the employer **must** pay the employee one additional hour of pay at the employee's regular rate of compensation for each workday that a legally compliant meal period was not provided. Labor Code § 226.7; IWC Wage Order No. 4-2001, subdiv. 11(D). Premium wages under Labor Code § 226.7 are wages due payable in accordance with the Labor Code. *Murphy v. Kenneth Cole Productions, Inc.* (2007) 40 Cal.4th 1094, 1103-1114; see also Labor Code § 204.

As a policy, practice, guideline, procedure and/or culture Infinite regularly requires their non-exempt employees to work more than 5 hours per workday. However, despite regularly working more than 5 hours per workday, Employees, such as Plaintiffs, were not provided with the reasonable opportunity to take meal periods that occurred before the 5th hour of work and/or that were free from all work and work-related responsibilities during the entirety of the 30-minute meal period.

Additionally, even though Infinite Employees often worked more than 10 hours in a day, Infinite failed to provide them with a second meal period of at least thirty minutes.

Plaintiffs assert that the demanding work schedule assigned to Infinite Employees did not allow time for legally compliant meal periods. Moreover, Plaintiffs allege that as a policy, practice, guideline, procedure and/or culture Infinite does not schedule any meal periods for its non-exempt employees. In fact, the time sheets provided to Plaintiffs to record time worked, did not have a place to record a meal break.

Plaintiffs contend that Infinite has a policy, practice, guideline, procedure, and/or culture of automatically deducting 30 minutes for a meal period regardless of whether Employees were provided with the opportunity to take a legally compliant meal period. As such, Infinite often adjusted its' Employees timesheets to reflect meal breaks, even though a compliant meal break was not taken.

Plaintiffs therefore contend that Infinite has a policy, practice, guideline, procedure and/or culture that requires Infinite Employees to engage in their job duties for the entire duration of their work shift. As a result, Infinite Employees are not provided with legally compliant meal periods.

Plaintiffs assert that Infinite instructed her and other Employees to work through meal breaks, and engage in work related activities at all times. As discussed above, Employees were monitored and expected to be on the call at all times throughout the shift. Often, some calls lasted longer than anticipated, but Employees were required to stay on the line and complete all calls. In addition, Plaintiffs and other Employees encountered various issues with signing into the Infinite systems, as discussed above, and often had to work through



meal breaks to communicate with the IT department and the supervisors to resolve technical issues. As such, Employees were not able to take legally compliant meal breaks.

Plaintiffs also contend that Infinite requires Employees to carry a personal cell phone for the entire duration of their work shift, including during meal periods. Infinite Employees were also expected to be readily available to perform work on behalf of Infinite during meal periods, such as by responding to calls and/or messages, among other things. As a result, Infinite Employees were not provided with meal periods that were free from work or interruption.

Thus, Employees were not provided with the opportunity to take meal periods that were free from work-related responsibilities. By imposing unbearable work schedules onto its non-exempt employees, Infinite compelled, encouraged and/or otherwise directed its non-exempt employees to work through their meal periods.

Plaintiffs further contend that Infinite does not have a procedure for Employees to document non-compliant meal periods. As a result, Infinite does not compensate Employees the required meal period premiums for non-compliant meal periods.

Based on the foregoing, Plaintiffs contend Infinite has failed to comply with its meal period obligations under California law by not providing Employees with legally compliant meal periods or compensation in lieu thereof.

III. Infinite Failed to Provide Legally Compliant Rest Periods or Compensation in Lieu Thereof in Violation of Labor Code §§ 204, 226.7 and IWC Wage Order No. 4-2001

IWC Wage Order No. 4-2001, subdiv. 12(A) requires employers to authorize and permit off-duty rest periods for every four hours worked, or major fraction thereof. Unless an employer relieves its employees of any and all work-related duties and also relinquishes all control over how its employees spend their time during rest periods, the employer has not authorized and permitted lawful off-duty rest periods. *Augustus v. ABM Security Services, Inc.* (2016) 2 Cal.5th 257, 269. If an employer fails to provide an employee with an off-duty rest period in accordance with California law, the employer is required to pay an employee one additional hour of pay at the employee's regular rate of compensation for each workday in which a lawful rest period was not provided. Labor Code § 226.7; See also IWC Wage Order No. 4-2001, subdiv. 12(B). Premium wages under Labor Code § 226.7 are wages due payable in accordance with the Labor Code. *Murphy*, 40 Cal.4th at 1103-1114; see also Labor Code § 204.

Plaintiffs and other Employees employed by Infinite typically work more than 4 hours per workday. However, Plaintiffs allege that as a policy, practice, guideline, procedure and/or



culture, Infinite regularly fails to authorize and permit Employees to take off-duty rest periods for every four hours worked, or major fraction thereof, in violation of California law. Plaintiffs contend they and other Employees were denied legal rest periods largely due to Infinite's requirement that Employees are to be readily available to perform their work duties at all times, such as make phone calls, as discussed herein. In addition, Plaintiffs allege that Infinite fails to schedule enough Employees so that Plaintiffs and other Employees could be relieved from their duties to take their meal and rest periods.

Plaintiffs further assert that Infinite does not have a policy, practice, guideline, procedure and/or culture for Employees to record non-compliant rest periods and/or fails to compensate Employees the required rest period premium for non-compliant rest periods. Infinite's conduct thus constitutes a violation of California law.

IV. Infinite Failed to Timely Pay Wages Owed Upon Termination in Violation of Labor Code §§ 201-203, 213, 256

Under Labor Code § 201, when an employer discharges an employee, all wages earned and unpaid at the time of discharge are immediately due and payable. Similarly, if an employee does not have a written contract for a definite period and quits his or her employment, the employee's wages are due and payable no later than 72 hours thereafter, unless the employee has given 72-hours previous notice of his/her intention to quit, then the employee is entitled to his/her wages at the time of quitting. Labor Code § 202(a). If an employer willfully fails to pay all wages owed to an employee in accordance with Labor Code §§ 201 and 202, the employee's wages are to continue as a penalty, equal to one day of wages at the employee's regular rate of pay, starting from the date at which such wages were due until paid or until an action is commenced. Labor Code § 203. However, the wages are not to continue for more than a period of thirty days. Id.

Plaintiffs contend that Infinite has a policy, practice, guideline and/or culture of not timely paying all wages owed upon discharge nor paying the required waiting time penalties. For instance, as discussed herein, Infinite failed to compensate Employees for all hours worked, failed to pay the appropriate overtime wages to Employees for hours worked in excess of eight per day and/or forty per week, and failed to pay the required meal and/or rest period premiums to Infinite Employees for non-compliant meal and/or rest periods.

Plaintiffs therefore contend that Infinite failed to pay all wages owed to former Employees who separated from Infinite within the statutory period in violation of California law.

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V. Infinite Failed to Provide Paid Sick Days and Written Notice of the Amount of Sick Leave Available in Violation of Labor Code § 246.

California law requires that an employer provide 24 hours (or 3 days) of paid sick leave per year for full-time employees. Labor Code § 246. Employees are to earn a minimum of 1 hour of paid leave for every 30 hours worked. *Id.*

Plaintiffs allege that Infinite has a policy, practice, guideline, procedure and/or culture of failing to provide Employees with one hour of paid sick leave for every 30 hours worked in accordance with California law.

Plaintiffs further allege that Infinite also failed to provide Employees with paid sick days since they were unable to accrue any such paid sick days at the rate provided by law as a result of Infinite's failure to account for all time worked.

Plaintiffs also contend that Infinite has a policy, practice, procedure, guideline and/or culture of failing to provide written notice to Employees of their available sick leave, as such amounts are not included on the wage statements, nor are they provided with the information in separate writing on the designated pay date along with their wages. Accordingly, Infinite has failed to comply with California law.

VI. Infinite Failed to Furnish Legally Compliant Wage Statements in Violation of Labor Code §§ 226, 226.3 and IWC Wage Order No. 4-2001

An employer is required to provide its employees with accurate and itemized wage statements. Labor Code § 226(a). Pursuant to Labor Code § 226(a), each wage statement must show "(1) gross wages earned, (2) total hours worked by the employee...(4) all deductions...(5) net wages earned, (6) the inclusive dates of the period for which the employee is paid, (7) the name of the employee and only the last four digits of his or her social security number or an employee identification number other than the social security number, (8) the name and address of the legal entity that is the employer...(9) all applicable hourly rates in effect during the pay period and the corresponding number of hours worked at each hourly rate..." See also IWC Wage Order No. 4-2001, subdiv. 7(A).

Infinite failed to comply with Labor Code § 226 because they failed to provide Plaintiffs and other current or former Employees with legally compliant wage statements. Plaintiffs contend that Infinite failed to provide wage statements that accurately reflect the gross wages and/or net wages earned due to Infinite's failure to compensate Employees for all time worked, failure to pay the appropriate overtime compensation to Employees for hours



worked beyond eight hours per day and/or forty hours per week, and failure to pay premium wages Employees for non-compliant meal and/or rest periods, as discussed herein.

Infinite also failed to provide wage statements that properly include the pay period information for each wage statement, the accurate rate of pay, the required available sick time and/or the name of the legal entity that employed the Infinite Employees in violation of California law.

During the statutory period, Infinite thus failed to comply with the requirements outlined by California law by failing to provide legally compliant wage statements to all current or former Infinite Employees.

VII. Infinite Failed to Maintain Accurate Payroll Records in Violation of California Labor Code §§ 226(a) and 1174 and IWC Wage Order No. 4-2001

Labor Code § 1174 requires every employer to “keep a recording showing the names and addresses of all employees employed...” Labor Code § 1174 further requires “[e]very person employing labor in this state [to] keep, at a central location in the state or at the plants or establishments at which employees are employed, payroll records showing the hours worked daily and the wages paid. Such records are to be kept according to the rules established by the commission for such purpose and must be kept on file for no less than three years. Id. An employer is further obliged under Labor Code § 226(b) to keep the information required by Labor Code § 226(a) and afford current or former employees the right to inspect or copy records pertaining to their employment. See also IWC Wage Order No. 4-2001, subdivs. 7, 19 and 20.

As discussed herein, Infinite has a policy, practice, guideline, procedure and/or culture of failing to maintain accurate employee information and payroll records which accurately reflect, for example, the gross and net wages earned as well as the total hours of time worked each day by Plaintiffs and other Infinite Employees.

Additionally, Plaintiffs are informed and believe that Infinite fails to maintain a copy of all documents related to the hiring and/or employment of Infinite Employees, and/or fails to provide Infinite Employees with the opportunity to inspect or copy such documents upon request in violation of California law. Therefore, Plaintiffs contend that Infinite failed to comply with Labor Code §§ 226 and 1174.

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VIII. Infinite Failed to Provide Copies of Signed Documents in Violation of Labor Code § 432

Pursuant to Labor Code § 432, an employer is obligated, upon request, to provide its employees with a copy of any and all documents signed in connection with obtaining or holding employment.

As stated herein, Plaintiffs assert, based on information and belief, that Infinite failed to maintain a copy of all documents signed by Employees that relate to their hiring by and/or employment with Infinite, and/or failed to provide a copy of such documents to Employees who requested a copy thereof in violation of Labor Code § 432. Therefore, Plaintiffs allege that Infinite has failed to comply with California law.

IX. Infinite Failed to Reimburse Non-Exempt Employees for Necessary Work Expenses in Violation of Labor Code §§ 2800 and 2802, 2804 and IWC Wage Order No. 4-2001

Labor Code § 2800 states that an employer shall indemnify employee losses caused by the employer's want of ordinary care. Accordingly, pursuant to Labor Code § 2802, an employee is entitled to reimbursement from his or her employer for all expenses or losses incurred as a result of employment. Moreover, when an employer requires uniforms to be worn by non-exempt employees, the employer shall provide and maintain such uniforms. IWC Wage Order No. 4-2001, subdiv. 9 defines "uniform" to include apparel of distinct color or design.

Plaintiffs and other Employees are required to use their personal cell phones for work-related issues, including responding to calls and/or messages from supervisors, signing in and out, receiving authorization and authentication codes, and attending mandatory trainings and meetings, among other things. However, Infinite fails to reimburse Employees for a percentage of cell phone bill.

In addition, Plaintiffs and other Employees were required to incur necessary work expenses related to working from home, without proper reimbursement. Such expenses included electricity, home office rent, devices, equipment, internet, home interest, among other things.

Infinite has, therefore, failed to reimburse Plaintiffs and other Employees for necessary work expenses in violation of California law.

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X. Infinite Violated Labor Code §§ 6310 and 1102.5

Labor Code §§ 6310 and 1102.5 prohibit employers from retaliating against employees who exercise their right to report and/or complain about illegal conduct, unhealthy conditions and/or unsafe conditions at work. Retaliation includes, but is not limited to, discharge, threats of discharge, demotion, suspension or any other discriminatory act. Labor Code § 6310(b).

As discussed herein, Infinite failed to provide Ramos and other Employees with proper work equipment and necessary information to effectively sign into the Infinite work system. Infinite required that Employees use their personal cell phones for work, without reimbursement for the cost of the personal cell phones. The laptops provided by Infinite often did not work, and Ramos was required to ship it back to Infinite, and wait on a new laptop, on several occasions. Ramos made multiple complaints to Infinite about their failure to provide her with a working laptop, or correct codes/passwords to log into the system, which often prevented her from clocking in for work. While Ramos sent the laptop to Infinite to fix it, Infinite failed to provide Ramos with a new working laptop, nor any sign in information, and Ramos was prevented from signing in to work, when Infinite suddenly terminated her.

Thus, Ramos alleges that Infinite improperly terminated her employment upon learning of her complaints, and failed to provide her with the necessary work equipment, in violation of Labor Code §§ 6310 and 1102.5.

XI. Plaintiffs May be Entitled to Attorneys' Fees and Costs

The Act provides that “any employee who prevails in any action shall be entitled to an award of reasonable attorney’s fees and costs. Labor Code § 2699(g)(1). Therefore, in the event that Plaintiffs and/or another similar representative is successful in a civil action against Infinite, he is entitled to an award of attorneys’ fees and costs. See also Labor Code §§ 218.5, 1194, 1193.6; Code Civ. Proc. § 1021.5.

Conclusion

As described herein, Plaintiffs contend that they constitute an “aggrieved employee” as the term is defined by Labor Code § 2699(c). Plaintiffs allege that the current or former Employees that they seek to represent also constitute “aggrieved employees” under the statute. As discussed herein, Infinite violated the Labor Code and the relevant IWC Wage Order and thereby deprived Plaintiffs and other current or former Employees of their



statutory rights and protections afforded to them. Plaintiffs have thus satisfied the prerequisites of the Act to serve as a representative of all current or former Infinite Employees, the general public, and the state of California in order to enforce California labor laws and to seek civil penalties for the provisions both set forth herein as well as for those which may be later discovered on behalf of herself and all others similarly situated.

Accordingly, if the Labor and Workforce Development Agency neither acts, nor declines to intervene within sixty-five days from the date of this correspondence, Plaintiffs may elect to initiate and/or amend a civil action, on behalf of themselves and all others similarly situated, to include the persons and allegations described herein and/or those discovered after sending this correspondence, subject to Labor Code §§ 2698 et seq., as well as other related claims arising out of their employment with Infinite.

Sincerely,

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