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7 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**
8 **FOR THE COUNTY OF SOLANO**
9

10 ILANA RAMOS and CASSIE MURPHY, as
individuals, on behalf of themselves, and all
11 persons similarly situated,

12 Plaintiffs,

13 v.

14 INFINITE COMPUTER SOLUTIONS,
15 INC., a Delaware corporation; and DOES 1
to 10 inclusive,

16 Defendants.
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Case No. CU24-09034

[Assigned to Hon. Tim P. Kam, Dept. 7]

CLASS & REPRESENTATIVE ACTION

**DECLARATION OF PLAINTIFF ILANA
RAMOS IN SUPPORT OF PLAINTIFFS'
MOTION FOR PRELIMINARY
APPROVAL OF CLASS ACTION
SETTLEMENT**

Date: November 3, 2026

Time: 9:00 A.M.

Dept.: 7

Trial Date: Not set

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1 I, Ilana Ramos, declare as follows:

2 1. I am one of the named Plaintiffs in the above-entitled lawsuit. The facts stated in this
3 declaration are based upon my own personal knowledge, except as otherwise stated. If called to testify,
4 I could and would competently testify to the facts stated herein.

5 2. This declaration is submitted in support of Plaintiffs' Motion for Approval of Class and
6 PAGA Action Settlement, filed and served concurrently herewith.

7 **My Employment with Infinite Computer Solutions**

8 3. I was employed by Defendant Infinite Computer Solutions, Inc. ("Infinite" or
9 "Defendant") as an hourly, non-exempt employee from approximately May to October 2023. During
10 my employment with Infinite, I was assigned to work in the state of California.

11 4. During my employment with Infinite, there were multiple instances where I was not
12 paid on time and/or correctly. On a number of occasions, I was not paid overtime compensation for
13 days I worked over 8 hours in the related pay period. Recording any overtime was disfavored and I
14 was instructed not to record overtime without prior authorization from supervisor. Infinite maintained a
15 practice and policy that often resulted in unpaid work time including but not limited to requiring us to
16 complete calls, and be readily available to perform work. I believe Infinite has been monitoring us,
17 recording all calls, and requiring us to be on calls at all times.

18 5. Additionally, during my employment, I regularly did not receive meal or rest breaks.
19 This was largely because of the unbearable workload assigned to me by Infinite. Since I was required
20 to be on calls at all times, there was often no time built in to take rest or meal break. Faced with the
21 pressure from Infinite to complete all assignments on time, I was often not able to take meal and rest
22 breaks. I was expected to remain at the work site and be readily available to conduct the calls.
23 However, despite the fact I was often unable to take proper breaks, Infinite required that time sheets
24 indicate a 30-minute meal break taken each day, regardless of whether I had an opportunity to take a
25 break. I also experienced issues with improper calculation of the regular rate of pay, inadequate paid
26 sick leave and notice, inaccurate wage statements, and Infinite's failure to reimburse all necessary
27 business expenses, including required use of my cellular phones, and required work from home
28 equipment.

This Lawsuit & My Participation

6. After receiving information about my legal rights and options, I retained Consumer and Employment Lawyers to represent me and others similarly situated in a lawsuit against Defendant. I decided to move forward with this lawsuit because I wanted to hold Defendant accountable for its wrongful conduct and to hopefully change its policies and practices.

7. I acknowledge and understand that by being the named Plaintiff in this lawsuit I have an obligation to consider the interests of those I represent in the same way that I would consider my own interests. I acknowledge and understand the duties of a class representative. I believe that I have fulfilled my responsibilities to date, and I intend to continue to fulfill those responsibilities, to the best of my ability, until the conclusion of this lawsuit.

8. I have actively participated in this lawsuit since its inception. At the onset, I met with my attorneys to discuss my experience and provided them with information and documents that I had related to my employment with Infinite. I have spoken with my attorneys on many occasions over the past year, including by telephone and email, regarding this lawsuit. For example, I have provided detailed descriptions and answered questions about my complaints and Defendants' policies and practices. I have also provided and discussed with my attorneys the relevant documents to assist them in preparing for this matter. I estimate that I spent over 40 hours working on this lawsuit.

9. Prior to mediation, I spoke with my attorneys about the mediation process, the possibility of settlement and the anticipated terms of the settlement. Following a full day of private mediation, I was content to learn of the monetary class action settlement of \$400,000. I was more excited to learn that as a result of this lawsuit, Infinite had taken steps and will continue to take steps to ensure that their policies and practices are lawful.

10. After the terms of the settlement were negotiated, I carefully reviewed the settlement agreement and all related documents. Based upon my review and understanding of the settlement documents, I believe that the settlement on the terms outlined in the agreement is fair and provides a sufficient benefit for the members of the class.

11. I am proud that I took the time and effort to stand up for what I believe is right and just. Throughout this lawsuit, I have not sought individual benefits from this lawsuit, nor was I promised

1 any compensation for serving as a representative. Rather, I maintained this lawsuit because I wanted to
2 hold Infinite accountable. I believe that my efforts were valuable in reaching a resolution of the issues
3 raised in this lawsuit.

4 12. By stepping forward, I took the risk that future employers may be reluctant to hire me
5 since my name is associated with this case and is part of the public record. I also risked being held
6 financially responsible in the event this lawsuit was unsuccessful.

7 13. To the best of my knowledge, I do not have any conflict of interests with any other class
8 member, the settlement administrator Phoenix Class Action Administration Solution, nor proposed
9 California Controller's Unclaimed Property Fund, and will only receive my share of the settlement as
10 well as any amount the Court awards me as a Service Award.

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12 I declare under penalty of perjury under the laws of the state of California that the foregoing is
13 true and correct and that this declaration was executed on this 1 day of May 2026 in Vallejo,
14 California.

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Ilana Ramos (May 1, 2026 13:32:40 PDT)

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