

1 R. Craig Clark (SBN 129219)
cclark@celg.org
2 Alicja A. Urtnowski (SBN 321215)
aurtnowski@celg.org
3 **CONSUMER AND EMPLOYMENT LAWYERS**
3258 Fourth Avenue
4 San Diego, CA 92103
Telephone: (619) 239-1321

5 *Attorneys for Plaintiffs*

6
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.
17
18
19
20
21
22

Case No. CU24-09034

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

CLASS & REPRESENTATIVE ACTION

**DECLARATION OF PLAINTIFF CASSIE
MURPHY 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

26 ///

27 ///

1 I, Cassie Murphy, 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 since approximately October 2022. During my
10 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 discouraged, and I
14 was directed not to log any extra hours without prior approval from my supervisor. In practice, Infinite
15 maintained policies that often resulted in uncompensated work time, including expectations that we
16 remain continuously available to perform job duties.

17 5. Additionally, during my employment, I regularly did not receive meal or rest breaks.
18 This was largely because of the unbearable workload assigned to me by Infinite. Faced with the
19 pressure from Infinite to complete all assignments on time, I was often not able to take meal and rest
20 breaks. However, even when I was frequently unable to take proper breaks, Infinite required that my
21 timesheets reflect a 30-minute meal break each day, regardless of whether I actually had the
22 opportunity to take one. Additionally, I was often expected to respond to calls and messages from
23 supervisors outside of work hours, without pay. I also experienced issues with improper calculation of
24 the regular rate of pay, inadequate paid sick leave and notice, inaccurate wage statements, and
25 Infinite's failure to reimburse all necessary business expenses, including required use of my cellular
26 phones, and required work from home equipment.

27 **This Lawsuit & My Participation**

28 6. After receiving information about my legal rights and options, I retained Consumer and

1 Employment Lawyers to represent me and others similarly situated in a lawsuit against Defendant. I
2 decided to move forward with this lawsuit because I wanted to hold Defendant accountable for its
3 wrongful conduct and to hopefully change its policies and practices.

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

9 8. I have actively participated in this lawsuit since its inception. At the onset, I met with
10 my attorneys to discuss my experience and provided them with information and documents that I had
11 related to my employment with Infinite. I have spoken with my attorneys on many occasions over the
12 past year, including by telephone and email, regarding this lawsuit. For example, I have provided
13 detailed descriptions and answered questions about my complaints and Defendants' policies and
14 practices. I have also provided and discussed with my attorneys the relevant documents to assist them
15 in preparing for this matter. I estimate that I spent over 35 hours working on this lawsuit.

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

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

25 11. I am proud that I took the time and effort to stand up for what I believe is right and just.
26 Throughout this lawsuit, I have not sought individual benefits from this lawsuit, nor was I promised
27 any compensation for serving as a representative. Rather, I maintained this lawsuit because I wanted to
28 hold Infinite accountable. I believe that my efforts were valuable in reaching a resolution of the issues

1 raised in this lawsuit.

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

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

9
10 I declare under penalty of perjury under the laws of the state of California that the foregoing is
11 true and correct and that this declaration was executed on this 1 day of May 2026 in Palmyra,
12 Virginia.

13
14 
Cassie Murphy (May 1, 2026 17:26:21 EDT)

15 Cassie Murphy
16
17
18
19
20
21
22
23
24
25
26
27
28