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15
              UNITED STATES DISTRICT COURT FOR THE
16
              NORTHERN DISTRICT OF CALIFORNIA
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   Frank A. J. Gonsalves, | **Case No. C-09-4112-MHP**
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                    Plaintiff,
20 | **FIRST AMENDED COMPLAINT
                                                FOR:**
21   v.
                                              | **UNLAWFUL DISCRIMINATION,
22 Infosys Technologies LTD.;   RETALIATION, & FAILURE TO
   and John Does I-X, inclusive,   PREVENT DISCRIMINATION
23   UNDER CAL. GOV. CODE § 12940 et
                                                seq.**
24   Defendants.
                                              | **WRONGFUL TERMINATION,
25   DEMOTION & ADVERSE
                                                EMPLOYMENT ACTION IN
26   VIOLATION OF PUBLIC POLICY**

27 | **BREACH OF CONTRACT**

28 | **RETALIAION & SARBANES-
                                                OXLEY VIOLATIONS**

                        FIRST AMENDED COMPLAINT – Page 1

JURY TRIAL DEMANDED

Plaintiff complains and alleges as follows:

I.   INTRODUCTION

1.   This is an employment discrimination action brought by Plaintiff Frank A.J. Gonsalves ("Mr. Gonsalves") against his former employer, the Infosys Technologies LTD. ("Infosys").   Mr. Gonsalves's claims include: (1) discrimination on the basis of age; (2) discrimination on the basis of religion; (3) retaliation; (4) failure to prevent discrimination; (5) wrongful termination in violation of public policy; (6) breach of contract; and (7) retaliation in violation of the Sarbanes-Oxley Act.

2.   This case is brought to redress the illegal age and religious discrimination policies and practices openly adopted and followed by Defendant Infosys as they pertain to Mr. Gonsalves, and to redress the retaliation against Mr. Gonsalves by Infosys after Mr. Gonsalves complained about his treatment.

3.   Mr. Gonsalves was a highly-successful Global Unit Head with Infosys until he was demoted and then terminated from his employment.

4.   Infosys is an information services and consulting company headquartered in India with approximately 16 offices in the United States and doing business in Alameda County from 6607 Kaiser Drive, Fremont, CA 94555.

5.   Infosys' headquarters for its American operations and personnel are located in Fremont, California.

6.   Infosys is led by a Board of Directors, and an Executive Council whose members are located around the world, and who are actively involved in the management, evaluation,

hiring, firing and promotion decisions in all areas of the company.

7.   Aware that India does not have laws prohibiting age discrimination, Infosys and its individual directors, have explicitly adopted policies and a corporate culture which prefer younger workers over older workers and otherwise discriminates on the basis of age in employment. Infosys has between 10,000 and 20,000 employees who work in the United States and are affected by these policies.

8.   For example, Infosys illegally considers age in hiring, promotion, demotion and termination decisions. Infosys Board members openly express a preference for younger managers and younger executives to lead its business units. Infosys "reserves" senior management positions and positions on its management advisory boards for employees under the age of 30; those positions are not available to Mr. Gonsalves or other substantially older employees. Infosys publicly articulates that "[y]outh and empowerment are the keys to scalability and longevity" and that it is important to "give an opportunity to the young leaders to run small business units." Infosys has a practice and policy of "building, grooming and empowering" a "new generation of leaders," and favoring younger employees and managers over older ones.

9.   Mr. Gonsalves was demoted in 2007 and otherwise discriminated against because of his age. Infosys discriminates against older workers on the basis of age, including, among other things, tracking the ages of its employees for the purposes of making employment, promotion, compensation and contractual decisions.

10.   Infosys discriminates against older workers on the basis of age, including among other things, with respect to the administration of its policies, practices and tools for evaluation of employee performance.

11.   Because of his demotion and termination, Mr. Gonsalves has suffered significant financial losses.

12.   While Infosys claims that India has no age discrimination laws, the United States has strong public policies which require non-discriminatory treatment of employees in the United States, like Mr. Gonsalves.

II.   JURISDICTION & VENUE

13.   On September 4, 2009, Defendants removed this case to federal court alleging that jurisdiction was proper under 28 U.S.C. §§ 1332, 1441 and 1446.

14.   Jurisdiction is proper under 28 U.S.C. § 1331.

15.   Pursuant to 28 U.S.C. § 1367, venue is proper because, among other reasons, Defendants conduct their business in the district, including their American headquarters which are located in this district.

16.   Some or all of Mr. Gonsalves' employment services were performed and/or delivered in California.

17.   Infosys employs more than 100 people in its Fremont, California headquarters.

18.   Documents relevant to this Complaint are located in Fremont, California.

19.   Infosys' legal counsel assigned to employment matters is located in Fremont, California.

III.   FACTS APPLICABLE TO ALL CAUSES OF ACTION

A. Parties

20.   Plaintiff Mr. Gonsalves during all relevant periods has maintained a residence at 6172 Chagrin Highlands Drive, Solon, in Cuyahoga County, Ohio.

21.   At all times relevant hereto, Mr. Gonsalves was an employee within the meaning

of California Government Code §12940 and §12945.

22.   Defendant Infosys, an Indian corporation licensed to do business in California, maintains an office in Fremont, California and regularly conducts business in Alameda County, California.

23.   Infosys is a publicly-traded corporation with a class of securities subject to Section 12 of the Securities Exchange Act.

24.   At all times relevant hereto, Infosys was an employer within the meaning of California Government Code §12926, §12940 and §12945.

25.   Infosys employed Mr. Gonsalves from about October 2, 2002, until it informed him on December 11, 2008, that it was terminating his employment effective as of that date.

26.   Mr. Gonsalves does not know the true names and capacities of defendants sued as Does I through X. Mr. Gonsalves will amend the complaint to show the true names of each such defendant when their identities have been ascertained.   Each of the Doe defendants encouraged, participated in, and/or ratified and approved the wrongful and unlawful conduct described below. Each of the Doe defendants was at all relevant times, the agent, employee or representative of one or more of the named defendants and/or the other Doe defendants, and was acting within the course and scope of such relationship.

B. <u>Employment at Infosys</u>

27.   Infosys hired Mr. Gonsalves in 2002.

28.   Infosys's Board of Directors implemented a "leadership development model" system, selecting various top-level employees and designating them Tier-1 Leaders. Selection as a Tier-1 Leader indicates the Board's belief that the employee is a future top tier leader of the company. Tier-1 Leaders are also responsible for supporting and developing Tier-2 employees.

Prior to turning 50 years old, Mr. Gonsalves was identified as a Tier I employee.

29.   During the course of his employment, Mr. Gonsalves became a Unit Head, in charge of the International Business Unit Automotive and Aerospace. Mr. Gonsalves reported directly to the Board of Directors. As a Unit Head, Mr. Gonsalves had more than 1,000 employees reporting to him. During the relevant period of time, Mr. Gonsalves provided services on a global basis, including providing services in California.

30.   Mr. Gonsalves continued his excellent job performance throughout his years as a Unit Head. Even when he and his family were struck by tremendous personal loss, Mr. Gonsalves continued to serve the Company's best interests by achieving his job objectives and maintaining his international travel.

31.   Prior to turning 50 years old, Mr. Gonsalves consistently received the highest or second highest possible performance ratings on his senior management reviews. Infosys' performance evaluation system is called Comparative Relative Rankings ("CRR").

C. Infosys Discriminates Against Mr. Gonsalves.

32.   On December 19, 2006, Mr. Gonsalves turned 50 years old. Shortly thereafter, and without any explanation, Infosys demoted Mr. Gonsalves from a Tier-1 employee to a Tier-2 employee. Infosys falsely informed Mr. Gonsalves that there were a limited number of Tier-1 employees, but actually expanded the number of Tier-1 employees.

33.   Mr. Gonsalves was demoted from Tier-1 to Tier-2, despite his outstanding performance, both objectively and relative to his Tier-1, Tier-2 and Unit Head peers, among others. Mr. Gonsalves's performance at that time did not warrant a demotion. Importantly, this demotion affected Mr. Gonsalves's ability to be promoted within the organization. Only Tier-1 employees are eligible to be promoted to Senior Vice Presidents, and other positions of greater

responsibility. Senior Vice Presidents receive much higher compensation plans, including higher bonuses.

34.   Shortly thereafter, in or around October 2007, Infosys announced a purported company reorganization, pursuant to which it demoted older employees and intentionally carved out and designated new managerial posts and opportunities for younger employees. The purported reorganization was itself motivated in determining part by illegal age-based bias and considerations.

35.   For example, Infosys announced that it wanted to identify and develop more, younger leaders in its organization and sought younger employees for unit head positions. Infosys aimed to "leverage the strengths of the next generation of leaders at Infosys" with the reorganization. It specifically designed the reorganization to increase the participation of the younger employees in company management. Infosys dictated that "budding leaders below the age of 30" would be part of the Management Council of the business units. To achieve its goal of involving the "next generation of leaders", to create unit head opportunities for younger employees, and the "budding leaders below the age of 30," Infosys promoted and/or retained younger employees, demoted and reassigned older employees and otherwise discriminated against older employees on the basis of age.

36.   Mr. Gonsalves was demoted and/or reassigned from his position as Unit Head. After the demotion, Mr. Gonsalves no longer reported to a member of Infosys's Board of Directors. He no longer had system access privileges, which privileges had previously allowed him to retrieve information critical to his job performance. He was not invited to attend the quarterly Unit Head meetings. Mr. Gonsalves's name was removed from Infosys' Unit Head mailing list. He was not invited to participate in the Unit Head revenue calls. Similarly, Mr.

Gonsalves was excluded from other correspondence, meetings and significant responsibilities and terms and conditions provided to Unit Heads.

37.   Mr. Gonsalves had previously supervised over 1,000 people as a Unit Head. After the reorganization, he supervised fewer than 20 employees.

38.   Infosys claims that Gonsalves was never demoted during his employment with Infosys.

D. Infosys Retaliates Against Mr. Gonsalves For Complaining Of Discrimination.

39.   After he was demoted, Mr. Gonsalves complained about age discrimination. Not only did Infosys fail to investigate his complaints of age discrimination, Infosys informed Mr. Gonsalves that age discrimination was not illegal in India.

40.   Infosys' CRR review system evaluates executives from the highest rating of CRR 1 to the lowest rating of CRR 5. In November 2007, and for the first half of fiscal year 2008, Mr. Gonsalves had a CRR 2 rating, notwithstanding his actual performance and the fact that he had previously received three successive ratings of CRR 1, the highest rating. This discriminatory and retaliatory rating significantly reduced one of his variable component bonuses. Historically, Mr. Gonsalves's performance-against-goal numbers were comparable to his prior performance and to those of his peers. Historically, however, he had consistently received CRR 1s.

41.   After being subjected to a humiliating demotion and an unjustified, discriminatory and retaliatory lower performance rating, and after years of listening to discriminatory remarks, Mr. Gonsalves again complained about age discrimination. Mr. Gonsalves reminded Infosys about its recent public affirmation that the company would focus on "increased participation of younger leaders. . . ." and stated that the idea of younger leaders had "been echoed in numerous

1 conversations and statements" to him.

2   42.   After Mr. Gonsalves complained about age discrimination, Infosys accelerated its

3 efforts to get rid of this dedicated employee. It did everything in its power to force Mr.

4 Gonsalves to quit. Among other things, Infosys sabotaged Mr. Gonsalves's work, undermined

5 his relationships with subordinates, openly and secretly excluded him from important meetings

6 and decision-making, ostracized him, denied him important resources, over-scrutinized his work,

7 restricted his access to information, cut his compensation and bonus opportunities, papered his

8 file with false and unfair criticisms of his work and discriminated against, retaliated against and

9 harassed him with respect to the administration of its policies.

10   43.   Upon information and belief, Infosys, its Board members, agents, representatives

11 and attorneys, illegally conspired to deny Mr. Gonsalves his rights provided under the pertinent

12 laws, including the right to be free from age-based and religious-based discrimination and

13 unlawful retaliation.

14   44.   For example, Mr. Gonsalves was excluded from key meetings and

15 communications. Notwithstanding Infosys's adherence to lines of command, his superiors

16 deliberately circumvented Mr. Gonsalves and communicated directly with Mr. Gonsalves's

17 reports, reordering their priorities without Mr. Gonsalves's input or approval, and in

18 contravention of established practice. For example, Infosys routinely announced client "wins"

19 through wide email circulation followed by congratulatory replies to the successful supervisor.

20 However, in retaliation for Mr. Gonsalves's claims of discrimination, the Infosys Board

21 Members responded only to Mr. Gonsalves's subordinates and denied Mr. Gonsalves other terms

22 and conditions of employment.

23   45.   Additionally, his superiors openly and secretly disparaged Mr. Gonsalves to his

subordinates, to customers of Infosys and to third parties for the purposes of undermining Mr. Gonsalves within Infosys and impairing his ability to be successful. Infosys unfairly revoked Mr. Gonsalves's right to routine expense and exception approvals, further humiliating him, and undermining his ability to interact with his peers and subordinates.

46.   Upon information and belief, superiors, agents, attorneys and representatives sent written communication and electronic communication in which they encouraged one another to create an unfair and dishonest record of non-performance and otherwise engage in conduct designed to secure Mr. Gonsalves's resignation from employment, create a false record to support a termination and undermine his effectiveness and otherwise facilitate unlawful conduct, including illegal employment discrimination and retaliation.

47.   Infosys dramatically, discriminatorily and retaliatorily increased Mr. Gonsalves's goals midway through the fiscal year.   Mr. Gonsalves's goals are a composite of his subordinates' goals, such that when the subordinates' goals are totaled, they should equal Mr. Gonsalves's goals. Infosys unfairly, discriminatorily, and in retaliation for his prior complaints, increased Mr. Gonsalves's goals to make Mr. Gonsalves's performance appear to be worse than it was.

48.   Compounding the effect of giving him discriminatory and retaliatory goals, Infosys then took responsibility away from Mr. Gonsalves, intentionally impairing Mr. Gonsalves's ability to meet any legitimate goals. For example, while Mr. Gonsalves was told that he was responsible for European revenues, he was denied the authority to manage European matters. For example, one individual was supposed to report to Mr. Gonsalves but instead purposefully ignored Mr. Gonsalves's directions. Infosys sanctioned and encouraged the individual's behavior. The performance of Europe was a large part of Mr. Gonsalves's job

responsibilities and these actions by Infosys were a clear attempt to force Mr. Gonsalves out and discriminate and retaliate against Mr. Gonsalves. During the period when Mr. Gonsalves had direct management oversight of Europe, revenues and margins grew rapidly. After Infosys falsely and discriminatorily "reorganized" and removed responsibility for Europe from Mr. Gonsalves's portfolio, performance in Europe deteriorated rapidly. Despite numerous requests over twelve months, the individual refused to set up client meetings from Mr. Gonsalves. Prior to his demotion, Mr. Gonsalves made several trips to Europe to meet clients, conduct management reviews, and direct new account openings.

49.   Mr. Gonsalves was responsible for the budget of his department. However, the international travel of his subordinates was no longer shown to him. Infosys no longer permitted Mr. Gonsalves to oversee the delivery aspect of his department. This prohibited Mr. Gonsalves from managing cost control and further sabotaged his work and supervision.

50.   Mr. Gonsalves's client portfolio was reduced in violation of company policy. Infosys's policy and practice is that a Unit that opened a relationship or pursued a client retained that client. For example, the IBU of Canada should oversee the client Nortel (a company which makes communications equipment) because Nortel is headquartered in Canada. However, Infosys permitted the Manufacturing Business Unit to retain the client because the Manufacturing Unit was the Unit which generated the client.

51.   Contrarily, and as evidence of discrimination and retaliation, Infosys took the client GMAC, once a part of Automotive Finance and a part of Mr. Gonsalves's portfolio, and split the client with the Banking Unit. This split, combined with plans to take away other automotive financial services revenues, resulted in revenues of over $30 million being taken away from Mr. Gonsalves.

52.   Infosys harassed Mr. Gonsalves by initiating time-wasting and ridiculous investigations into Mr. Gonsalves's travel and business expenses after Mr. Gonsalves's age discrimination complaint. Mr. Gonsalves's expenses had never been questioned before. Nothing resulted from these investigations, other than the embarrassment and harassment of Mr. Gonsalves with further damage to his professional reputation.

53.   In June 2008, Infosys gave Mr. Gonsalves the worst evaluation of Mr. Gonsalves's career. Mr. Gonsalves's CRR rating was a 3. This evaluation was unjustified and humiliating. Mr. Gonsalves was the only vice president to receive a CRR 3.

54.   It is clear that Infosys increased its efforts to try to force Mr. Gonsalves to quit since his age discrimination complaint.

E. Infosys Further Retaliates Against Mr. Gonsalves For Reporting Misconduct.

55.   In or around September and October of 2008, Mr. Gonsalves engaged in activity protected by the Sarbanes-Oxley Act of 2002, including the reporting of conduct which he reasonably and subjectively believed constituted a violation of 18 U.S.C. § 1341, 1343, 1348, or 1348 or a rule or regulation of the Securities Exchange Commission or a provision of federal law relating to fraud against shareholders.

56.   Mr. Gonsalves reported this information to his supervisors and other executives within Infosys who had the authority to investigate, discover or terminate the misconduct.

57.   Infosys punished Mr. Gonsalves' for his protected activity, ultimately terminating his employment on December 11, 2008, and otherwise adversely affecting the terms and conditions of his employment.

58.   More than 180 days before the filing of this First Amended Complaint, Mr. Gonsalves filed an appropriate charge of retaliation under the Sarbanes-Oxley Act with the

Occupational Safety and Health Administration. No resolution of this matter has yet occurred. Accordingly, Mr. Gonsalves has a right to bring this action in the United States District Court.

59.   Mr. Gonsalves filed a timely charge of discrimination with the Federal Equal Employment Opportunity Commission and with the California Department of Fair Employment and Housing (DFEH). On or about July 16, 2009, the DFEH issued Plaintiff a right-to-sue notice, permitting him to bring this action in court.

III.   CLAIMS

FIRST CAUSE OF ACTION
(Age Discrimination)

60.   Mr. Gonsalves incorporates into this paragraph his allegations from each of the preceding paragraphs.

61.   Infosys employed Mr. Gonsalves in various positions from on or about October 2, 2002, until it informed him on December 11, 2008, that it was terminating his employment effective as of that date.

62.   Infosys employed Mr. Gonsalves as Unit Head from about January 2004 until it demoted him in 2007.

63.   Mr. Gonsalves was qualified for the position of Unit Head at all times during his employment.

64.   Mr. Gonsalves successfully performed his job responsibilities as Unit Head.

65.   Mr. Gonsalves was over age 40 at all times relevant to the averments within this Complaint.

66.   Infosys has a pattern and practice of discriminating against older individuals with respect to discipline, termination, hiring opportunities, promotion opportunities, benefits, and other terms and conditions of employment, because of age.

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67.   Infosys demoted and eventually terminated Mr. Gonsalves as Unit Head, refused to offer him promotions, reinstate him, rehire him, or consider him for other open positions for which he was qualified, unfairly disciplined him, deviated from its written and unwritten employment policies, practices, and procedures, and otherwise changed the terms and conditions of his employment, because of his age.

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68.   Infosys replaced Mr. Gonsalves with at least one substantially younger individual because of age. Age was a motivating reason in Defendants' decisions to take the adverse employment actions described in this Complaint.

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69.   Infosys unlawfully discriminated against Mr. Gonsalves because of his age with respect to the terms, conditions, and privileges of his employment, including but not limited to demoting him, terminating his employment, refusing to promote, transfer, redeploy, recall, or rehire him to open positions for which he was qualified, unfairly disciplining him, deviating from its written and unwritten employment policies, practices, and procedures, and otherwise changing the terms and conditions of his employment, in violation of state law, including California Government Code §12940(a).

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70.   As a direct and proximate result of Infosys's unlawful conduct, Mr. Gonsalves suffered and will continue to suffer economic and non-economic compensatory damages for which Infosys is liable, including but not limited to pain and suffering, and the loss of past and future salary, wages, benefits, and other privileges and conditions of employment.

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71.   Infosys intentionally, willfully, wantonly, recklessly, and maliciously violated Mr. Gonsalves's rights under federal and state law. It is liable to Mr. Gonsalves for past and future economic and non-economic compensatory damages, back pay, front pay, punitive damages, attorney's and expert fees, costs, interest, and any equitable relief that this Court deems

appropriate, including but not limited to re-employment at a level commensurate with his employment history and qualifications and appropriate promotion.

SECOND CAUSE OF ACTION

(Religious Discrimination)

72.   Mr. Gonsalves incorporates into this paragraph his allegations from each of the preceding paragraphs.

73.   Mr. Gonsalves is Catholic.

74.   Infosys has a pattern and practice of discriminating against employees with respect to discipline, termination, hiring opportunities, promotion opportunities, benefits, and other terms and conditions of employment, because of religion.

75.   Infosys has a pattern and practice of disfavoring and/or discriminating against Catholics with respect to hiring opportunities, promotion opportunities, termination, discipline, benefits, and other terms and conditions of employment, because of religion.

76.   Infosys demoted and eventually terminated Mr. Gonsalves as Unit Head, disciplined him, refused to reinstate him, promote him, or consider him for other open positions for which he was qualified, deviated from its written and unwritten employment policies, practices, and procedures, and otherwise changed the terms and conditions of his employment, because of his religion.

77.   Infosys unlawfully discriminated against Mr. Gonsalves because of his religion with respect to the terms, conditions, and privileges of his employment, including but not limited to demoting him, terminating his employment, disciplining him, refusing to promote, transfer, redeploy, recall, or rehire him to open positions for which he was qualified, deviating from its written and unwritten employment policies, practices, and procedures, and otherwise changing the terms and conditions of his employment, in violation of state law including California

1   Government Code §12940(a) *et seq.*

2   78.   As a direct and proximate result of Infosys's unlawful conduct, Mr. Gonsalves

3
4   suffered and will continue to suffer economic and non-economic compensatory damages for

5   which Infosys is liable, including but not limited to pain and suffering, and the loss of past and

6   future salary, wages, benefits, and other privileges and conditions of employment.

7   79.   Infosys intentionally, willfully, wantonly, recklessly, and maliciously violated Mr.

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9   Gonsalves's rights under federal and state law. It is liable to Mr. Gonsalves for past and future

10   economic and non-economic compensatory damages, back pay, front pay, punitive damages,

11   attorney's and expert fees, costs, interest, and any equitable relief that this Court deems

12   appropriate, including but not limited to re-employment and promotion.

13   **THIRD CAUSE OF ACTION**

14   **(Retaliation)**

15   80.   Mr. Gonsalves incorporates into this paragraph the allegations from each of the

16
17   preceding paragraphs.

18   81.   During the course of his employment, including up to the dates of his demotion

19   and termination, Mr. Gonsalves complained to his supervisors about the discriminatory and

20   disparate treatment of him on the basis of his age and religion.

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22   82.   Mr. Gonsalves engaged in protected activity within the meaning of state law,

23   including California Government Code §12940 *et seq.* Under California Government Code

24   §12940(h), it is unlawful to retaliate or take an adverse employment action because that person

25   has engaged in protected activity, including opposing any practices forbidden by the state or

26   federal anti-discrimination laws.

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     83.   Mr. Gonsalves's protected activity was a motivating factor in Infosys's decision
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     to retaliate by unfairly scrutinizing, disciplining and criticizing Mr. Gonsalves, refusing to hire,

                              FIRST AMENDED COMPLAINT – Page 16

re-hire, promote or transfer him, and otherwise discriminate against him with respect to salary, wages, commissions, bonuses, promotions, transfers, and other terms and conditions of her employment.

84.   Infosys retaliated against Mr. Gonsalves for engaging in the aforementioned protected activity by changing the terms and conditions of his employment, by terminating his employment and by refusing to promote, transfer, rehire, or reassign him into other available positions for which he was qualified.

85.   As the direct and proximate result of Infosys's unlawful retaliatory and discriminatory conduct, Mr. Gonsalves has suffered and will continue to suffer non-economic and economic injuries, including but not limited to pain and suffering and the loss of salary, benefits, and other privileges and conditions of employment, for which Infosys is liable.

86.   Infosys's conduct was intentional, willful, wanton, reckless and malicious, rendering Infosys liable to Mr. Gonsalves for past and future compensatory and punitive damages and attorneys' fees under state law.

FOURTH CAUSE OF ACTION

(Failure to Prevent Discrimination)

87.   Mr. Gonsalves incorporates into this paragraph the allegations from each of the preceding paragraphs.

88.   At all relevant times mentioned herein, California Government Code § 12940 *et seq* was in full force and effect and was binding upon Infosys and its employees. Section 12940(k) provides that it is an unlawful employment practice for an employer "to fail to take all reasonable steps necessary to prevent discrimination…from occurring."

89.   Through its above acts and omissions, Infosys unlawfully failed in its affirmative duty to take all reasonable steps necessary to prevent age and religious discrimination from

occurring in violation of California Government Code § 12940(k).

90.   As a direct and proximate result of Infosys's unlawful conduct, Mr. Gonsalves suffered and will continue to suffer economic and non-economic compensatory damages for which Infosys is liable, including but not limited to pain and suffering, the loss of past and future salary, wages, benefits, and other privileges and conditions of employment.

91.   Infosys's conduct was intentional, willful, wanton, reckless and malicious, rendering Infosys liable to Mr. Gonsalves for past and future compensatory and punitive damages and attorneys' fees under state law.

FIFTH CAUSE OF ACTION
(Wrongful Termination in Violation of Public Policy)

92.   Mr. Gonsalves incorporates into this paragraph the allegations from each of the preceding paragraphs.

93.   The above-described actions of the Defendants constitute a wrongful termination of Plaintiff's employment in violation of public policy including, but not limited to, the fundamental public policies embodied in California Government Code §12920, §12940 and §12945; the California Constitution, Article 1, §8; and 18 U.S.C. § 1514, the Sarbanes-Oxley Act of 2002.

94.   As a proximate result of the Defendant's actions, Plaintiff has suffered and continues to suffer substantial loss of earnings and other employment benefits, and has suffered and continues to suffer severe embarrassment, humiliation and mental anguish, all to his damage in an amount according to proof.

SIXTH CAUSE OF ACTION
(Breach Of Contract)

95.   Mr. Gonsalves incorporates into this paragraph the allegations from each of the

preceding paragraphs.

96.   Mr. Gonsalves and Infosys entered into a valid contract for the provision of services by Mr. Gonsalves to Infosys ("the Employment Contract").[1]

97.   Mr. Gonsalves and Infosys also entered into a valid contract for the award and payment of certain stock option payments ("the Options Contract").[2]

98.   Some or all of the terms of the Employment Contract continue in force as of the filing of this Complaint.

99.   Some or all of the terms of the Options Contract continue in force as of the filing of the Complaint. Copies of these contracts are in the possession of Infosys.

100.   The Employment Contract requires that Infosys employ Mr. Gonsalves as a Unit Head and to pay him commensurate with that position.

101.   Mr. Gonsalves performed in his position and there was no just cause to terminate him. During the time of Mr. Gonsalves's employment with Infosys, an implied in fact or express contract existed between Mr. Gonsalves and Defendants, and which included, but was not limited to the following terms and conditions:

102.   Mr. Gonsalves would be able to continue his employment with Infosys and receive promotions, benefits and salary, so long as he carried out his duties in a proper and competent manger.

103.   Mr. Gonsalves would not be discharged from employment or otherwise disciplined for other than good cause with notice and an opportunity to respond.

104.   Defendants would not evaluate Mr. Gonsalves's performance in an arbitrary, untrue illegal, threatening, hostile or capricious manner.

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[1] *See Employment Contract* attached hereto as Exhibit 1.
[2] *See Options Contract* attached hereto Exhibit 2.

105. Defendants would not retaliate against Mr. Gonsalves, violate public policy, harass coerce, discriminate, or force him to do anything that was improper or illegal.

106. Defendants would abide by their own internal handbooks, procedures, rules and regulations, as well as those imposed those imposed by law.

107. The Options Contract requires that, after the vesting of these options, Infosys makes available to Mr. Gonsalves the process to exercise such stock options at the time of his choosing.

108. Despite Mr. Gonsalves's demands, Infosys has refused to comply with the terms of the Employment Contract or of the Options Contract.

109. Infosys has breached the Employment Contract by, among other things, demoting Mr. Gonsalves from Unit Head, to Sub-Unit Head, and by failing to compensate him as required.

110. Infosys has breached the Options Contract by, *inter alia*, failing to make the required process to exercise these options available to Mr. Gonsalves.

111. Mr. Gonsalves has fulfilled all of his obligations under both the Employment Contract and the Options Contract.

112. Mr. Gonsalves is entitled to damages in an amount to be proven at trial.

SEVENTH CAUSE OF ACTION

(Discrimination and Retaliation In Violation of Sarbanes-Oxley)

113. Mr. Gonsalves incorporates into this paragraph his allegations from each of the preceding paragraphs.

114. Mr. Gonsalves was an employee of Infosys.

115. Infosys is a publicly-traded corporation with a class of securities subject to Section 12 of the Securities Exchange Act.

116. Infosys is, thus, subject to Section 806 of the Sarbanes-Oxley Act of 2002.

117. Mr. Gonsalves engaged in protected activity, including the reporting of conduct which he reasonably and subjectively believed constituted a violation of 18 U.S.C. 1341, 1343, 1348, or 1348 or a rule or regulation of the Securities Exchange Commission or a provision of federal law relating to fraud against shareholders.

118. Mr. Gonsalves reported this information to his supervisors and other executives within Infosys who had the authority to investigate, discover or terminate the misconduct.

119. Mr. Gonsalves was subjected to, among other things, an unfavorable personnel action when Infosys terminated him on December 11, 2008, and refused to transfer or rehire him into other open positions.

120. Infosys discriminated against and retaliated against Mr. Gonsalves, among other reasons, because of his protected activity.

121. Infosys intentionally, willfully, wantonly, recklessly, and maliciously violated Mr. Gonsalves's rights under federal and state law. It is liable to Mr. Gonsalves for past and future economic and non-economic compensatory damages, back pay, front pay, punitive damages, attorney's and expert fees, costs, interest, and any equitable relief that this Court deems appropriate, including but not limited to re-employment and promotion.

122. Mr. Gonsalves has exhausted his administrative remedies by filing a complaint with the Department of Labor's Occupational Safety and Health Administration. Mr. Gonsalves has provided more than 15 days notice of his intent to file this claim in United States District Court. Notice was served on the appropriate persons in the manner required by law.

123. As a proximate result of Infosys's violations, Mr. Gonsalves has suffered damages in an amount to be proven at trial.

IV.   **PRAYER FOR RELIEF**

Plaintiff Frank A. J. Gonsalves seeks an amount in excess of $75,000 to fully, fairly, and justly compensate him for his injuries, damages, and loss. He respectfully requests that this Court enter judgment in his favor and award him past and future economic and non-economic compensatory damages, back pay, front pay, lost benefits, punitive damages, penalties pursuant to California Government Code Section 203, interest, all attorney's and expert fees, costs, and any equitable relief that it deems appropriate, including but not limited to re-employment and promotion.

DICKSON – ROSS LLP

Dated: September 11, 2009   _____*/s/Kathryn Burkett Dickson* ____
                                                                          KATHRYN BURKETT DICKSON
                                                                          Attorneys for Plaintiff FRANK A.J. GONSALVES

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DEMAND FOR JURY TRIAL

Plaintiff demands a jury trial on all claims.

DICKSON – ROSS LLP

Dated: September 11, 2009   _____*/s/Kathryn Burkett Dickson* ____
                                                                          KATHRYN BURKETT DICKSON
                                                                          Attorneys for Plaintiff FRANK A.J. GONSALVES

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