



IN THE CIRCUIT COURT OF
LOWNDES COUNTY, ALABAMA

JACK "JAY" PALMER, JR.,)
)
 Plaintiff,)
)
 v.)
)
 INFOSYS TECHNOLOGIES LIMITED)
 INCORPORATED;)
 FICTITIOUS DEFENDANTS A, B and C,)
 the current Members of the Board of)
 Directors of Infosys Technologies, Ltd.)
 and/or those Members who served on)
 April 9,2003;)
 FICTITIOUS DEFENDANT D, E and F,)
 the members of the Infosys Technologies,)
 Ltd. Whistleblower Team from July 1, 2010)
 to the present;)
 FICTITIOUS DEFENDANT G, H and I,)
 the person or persons whose)
 wrongful conduct caused the injuries and)
 damages to the Plaintiff as set out in)
 the Complaint; at this time the true and)
 correct names of the Fictitious Defendants)
 are unknown to the Plaintiff but will be)
 added by amendment when ascertained,)
)
 Defendants.)

CIVIL ACTION NO. CV-2011-
JURY DEMAND

COMPLAINT

STATEMENT OF THE PARTIES

1. Plaintiff Jack "Jay" Palmer, Jr. is over the age of nineteen years and is a resident citizen of Lowndes County, Alabama. At all material times, the Plaintiff was employed by Infosys as a Principal-Enterprise Solutions.

2. Defendant Infosys Technologies Limited Incorporated (Infosys) is a foreign corporation with its headquarters in Bangalore, India and its principal place of business located at 34760 Campus Drive, Fremont, CA 94555. Infosys' Registered Agent in Alabama is C T Corporation System, 2 North Jackson St., Suite 605, Montgomery, AL 36104.
3. Fictitious Defendants A, B and C are the current Members of the Board of Directors of Infosys and/or those Members who served on April 9, 2003.
4. Fictitious Defendants D, E and F are the members of the Infosys' Whistleblower Team from July 1, 2010 to the present.
5. Fictitious Defendants G, H and I, are the person or persons whose wrongful conduct caused the injuries and damages to the Plaintiff as set out in the Complaint.
6. The Fictitious Defendants are otherwise unknown to Plaintiff at this time. If their identities are known to Plaintiff at this time, their identities as proper party defendants are not known to Plaintiff at this time. The true and correct names of the Fictitious Defendants will be substituted by amendments when the aforesaid information is ascertained. Infosys is responsible for the actions or inactions of the Fictitious Defendants under the doctrines of respondeat superior, joint and several liability, agency and/or other doctrines.
7. At all relevant times, each individual involved with Plaintiff was an agent, representative and/or employee of Infosys. In committing the acts alleged herein, the individuals acted within the scope of their agency and/or employment and were acting with the consent, permission, authorization and knowledge of Infosys

and perpetrated and/or aided and abetted the unlawful, improper, and fraudulent acts described herein.

JURISDICTION AND VENUE

8. Plaintiff resides in Lowndes County, Alabama and has during all relevant times hereto. In Lowndes County, Alabama, in or about August 2008, Plaintiff and Infosys agreed to the Plaintiff being employed by Infosys as a Principal Consultant. Infosys, at all relevant times herein, transacted business in Lowndes County, Alabama. Plaintiff maintained an office in Lowndes County, Alabama to conduct Infosys business and was furnished equipment by Infosys to conduct business. Infosys paid and/or reimbursed Plaintiff for expenses incurred in Alabama to conduct Infosys business. Infosys receives substantial revenue and profits from business conducted by Plaintiff including work done in Alabama. Defendants made material omissions and misrepresentations and breaches to Plaintiff in Lowndes County, Alabama which has damaged Plaintiff. Defendants also made harassing, hostile and threatening communications to the Plaintiff in Lowndes County, Alabama which has damaged Plaintiff.

STATEMENT OF FACTS

9. Infosys provides information technology and consulting services worldwide including the United States. Infosys employs over 15,000 foreign nationals in the United States, a substantial number of which are working in the United States on H-1B visas.

10. Under the law, this visa category applies to people who perform services in a specialty occupation. Infosys is an H-1B dependent corporation and is one of the biggest “users” of the H-1B program.
11. In 2009, the United States put increased restrictions and limitations on the number of H-1B visas that companies, including Infosys, could receive.
12. In March of 2010, Plaintiff was invited to Bangalore, India for planning meetings. During one of the meetings, Infosys management discussed the need to, and ways to, “creatively” get around the H-1B limitations and process and to work the system in order to increase profits and the value of Infosys’ stock. The decision was made by management to start using the B-1 visa program to get around the H-1B restrictions.
13. Under the law, the B-1 visa category applies to temporary business visitors who come to the United States to conduct activities of a commercial or professional nature, such as, consulting with business associates, negotiating a contract, or attending business conferences. Individuals on B-1 visas are prohibited, by law, from working in full time jobs in the United States.
14. During the course of his employment, Plaintiff learned that Infosys was sending lower level and unskilled foreigners to the United States to work in full-time positions at Infosys’ customer sites in direct violation of immigration laws. Plaintiff also learned that Infosys was paying these employees in India for full-time work in the United States without withholding federal or state income taxes. Plaintiff also learned that Infosys overbilled its customers for the labor costs of these employees.

15. In order for a foreign Infosys' employee to obtain a B-1 visa, an American employee of Infosys had to write a "welcome letter" basically stating that the employee was coming to the United States for meetings rather than to work at a job.
16. Plaintiff's managers in the U.S. and India asked Plaintiff to write "welcome letters." Plaintiff was concerned about the accuracy of the letters and the legality of these employees working in the United States and contacted Infosys' Human Resources Department. Infosys' Human Resources Department confirmed that Infosys' foreign employees could not work in the United States on B-1 visas.
17. Plaintiff refused to write the false "welcome letters."
18. On July 1, 2010, Plaintiff was asked to join a conference call in regards to his refusal to write the "welcome letters" during which call Plaintiff was chastised for not being "a team player."
19. Plaintiff was then transferred to another project and different division. Plaintiff soon learned that Infosys was illegally employing B-1 visas holders on that project as well. Infosys also asked Plaintiff to rewrite the contract at this project. Plaintiff refused to rewrite the contract because he knew that the purpose was to try to cover-up Infosys overcharging this customer by using the lower income B-1 employees and charging the higher pay rate for specialized employees.
20. Plaintiff called Infosys' corporate counsel, Jeff Friedel, and explained the details of these violations.

21. In September 2010, an Infosys manager from India came to the United States to talk to Plaintiff. The manager confirmed the violations, but stressed to the Plaintiff that it was important “to keep this quiet.”
22. Plaintiff became more worried about Infosys’ illegal conduct and about further pressure, harassment and retaliation for refusing to be a part of the illegal conduct.
23. On October 11, 2011, Plaintiff again called Infosys’ corporate counsel, Jeff Friedel, and told him again of all the violations. Friedel told Plaintiff to file a report with Infosys’ Whistleblower Team and he would handle the situation.
24. Infosys’ Whistleblower Team was established on or about April 9, 2003 by the Board of Directors of Infosys. The Board also adopted and published the “Whistleblower Policy of Infosys Technologies Limited.”
25. Infosys provided a copy of the “Whistleblower Policy of Infosys Technologies Limited” to its employees, including the Plaintiff.
26. The “Whistleblower Policy of Infosys Technologies Limited” provides, among other things the following:
 - A. That Infosys “supports the making of disclosures that reveal grave misconduct, i.e., conduct which results in a violation of law by the Company or in a substantial mismanagement of company resources, and if proven constitutes a criminal offense or reasonable grounds for the dismissal of the person engaging in such conduct”;
 - B. That “it is the policy of the Company to encourage employees, when they reasonably believe that Questionable Accounting/Audit Matters, or the reporting of fraudulent financial information to our shareholders, the

government or the financial markets and/or grave misconduct has occurred or are occurring, to report those concerns to the Company's management";

- C. That all Whistleblower reports made by employees "will be taken seriously and will be promptly investigated";
 - D. That Infosys "strictly prohibits discrimination, retaliation or harassment of against any person who reports incidents of questionable accounting or auditing matters, or the reporting of fraudulent financial information, or of grave misconduct, based on the person's reasonable belief that such misconduct occurred"; and
 - E. That any complaint by a Whistleblower that he has been subjected to discrimination, retaliation or harassment as result of him reporting a violation "shall be promptly and thoroughly investigated" and if "substantiated, appropriate disciplinary action, up to and including discharge, will be taken".
27. On October 11, 2010, Plaintiff reported the H-1B and B-1 violations to Infosys Whistleblower Team.
28. The Whistleblower Team failed and refused to promptly investigate Plaintiff's report and still refuses to thoroughly and fairly investigate and correct the illegal conduct.
29. Since the filing of the Whistleblower report, Plaintiff has been subjected to constant harassment, threats and retaliation, including but not limited to the following:
- A. He has received numerous threatening phone calls;

- B. His email system has been changed so that his emails could be monitored;
 - C. Infosys has allowed and promoted a hostile work environment in which Plaintiff has had to endure racial taunts or slurs, including being called “a stupid American” and criticized for being a Christian;
 - D. Infosys has failed and refused to pay Plaintiff his bonuses and has refused to reimburse him for customary and substantial expenses;
 - E. Infosys knowingly allowed employees who have harassed Plaintiff to participate in performance evaluations of Plaintiff and decisions to withhold bonus payments to Plaintiff.
 - F. Plaintiff has been instructed not to report to job sites and told that people do not want to work with him since he reported the illegal activities;
 - G. Infosys stopped accruing vacation time earned by Plaintiff and after Plaintiff complained to Human Resources about lost vacation time, he was threatened by his managers; and
 - H. Infosys has forced Plaintiff to work over 70 hours per week without appropriate compensation.
30. Plaintiff reported to Infosys corporate counsel, Jeff Friedel, that Infosys was committing other violations of the law, including violations of the H-1B visa program; failure to pay federal and state income taxes; falsification of I-9 forms; and the fraudulent and illegal documentation of aliens.
31. Jeff Friedel admitted by electronic mail and via phone calls that Infosys was and is guilty of Visa Fraud.

32. On numerous occasions, Plaintiff has reported the threats and retaliation to Infosys' Human Relations Department and corporate counsel and sought protection from such conduct.
33. Infosys has failed and refused to take appropriate steps to cease these illegal activities and to protect Plaintiff from discrimination, retaliation or harassment and from having to work in a hostile working environment.

COUNT I

(Breach of Contract)

34. Plaintiff re-alleges all prior paragraphs of the Complaint as if set out here in full.
35. In or about August 2008, Infosys hired Plaintiff as a Principal Consultant and agreed to pay Plaintiff a salary, bonuses and expense reimbursements.
36. Infosys breached and continues to breach the terms of the employment agreement by refusing to pay the Plaintiff his bonuses and expenses.
37. Infosys admits to owing Plaintiff these obligations, but Plaintiff's efforts to collect have failed, and Plaintiff has been damaged.
38. As a proximate result of Infosys' breach of agreement, Plaintiff was injured and damaged by not receiving his bonus and being personally obligated for the substantial expenses he incurred on behalf of Infosys.

WHEREFORE, Plaintiff demands judgment against Defendant Infosys for the amount owed plus interest and costs.

COUNT II

(Intentional Infliction of Emotional Distress)

39. Plaintiff re-alleges all prior paragraphs of the Complaint as if set out here in full.

40. Defendants' conduct subjected Plaintiff to harassment, retaliation, discrimination, loss of income and benefits and otherwise put him in a hostile work environment in which Plaintiff was forced to endure racial taunts or slurs.
41. Defendants' conduct was intentional or reckless.
42. Defendants' conduct was extreme and outrageous.
43. Defendants' conduct caused Plaintiff to suffer emotional distress so severe that no reasonable person could be expected to endure it.

WHEREFORE, Plaintiff demands judgment against the Defendants, jointly and severally, in such an amount of compensatory and punitive damages as the jury deems reasonable and may award, plus interest and costs.

COUNT III

(Hiring, Training Monitoring and/or Supervising Whistleblower Team)

44. Plaintiff re-alleges all prior paragraphs of the Complaint as if set out here in full.
45. Defendants negligently, wantonly and/or intentionally hired, trained, monitored and/or supervised its Whistleblower Team and the other individuals who dealt with Plaintiff at all relevant times herein.
46. Infosys Whistleblower Team failed and refused to follow the Whistleblower policy.
47. As a result, Plaintiff was injured and damaged as alleged herein.

WHEREFORE, Plaintiff demands judgment against the Defendants, jointly and severally, in such an amount of compensatory and punitive damages as the jury deems reasonable and may award, plus interest and costs.

COUNT IV

(Hiring, Training Monitoring and/or Supervising HR Employees)

48. Plaintiff re-alleges all prior paragraphs of the Complaint as if set out here in full.
49. Defendants negligently, wantonly and/or intentionally hired, trained, monitored and/or supervised its Human Resources Department and the other individuals who dealt with Plaintiff at all relevant times herein.
50. Infosys Human Resources Department failed and refused to protect Plaintiff from threats, intimidations and harassments; to protect Plaintiff from repeatedly threatening situations; to prevent retaliation of bonus and pay outs; to intervene after Plaintiff Defendants that he was being subjected to threats, intimidations and harassments that this conduct was causing emotional stress to Plaintiff; and to follow company polices in regards to whistleblower protections.
51. As a result, Plaintiff was injured and damaged as alleged herein.

WHEREFORE, Plaintiff demands judgment against the Defendants, jointly and severally, in such an amount of compensatory and punitive damages as the jury deems reasonable and may award, plus interest and costs.

COUNT V

(Negligent, Wanton and/or Intentional Misconduct)

52. Plaintiff re-alleges all prior paragraphs of the Complaint as if set out here in full.
53. Defendants were under a duty to protect Plaintiff from discrimination, retaliation and harassment.

54. Defendants knew that Plaintiff was subjected to discrimination, retaliation and harassment as result of his notifying Infosys of criminal violations by the company.

55. Defendants negligently, wantonly and/or intentionally breached their duty to Plaintiff by allowing and condoning the discrimination, retaliation and harassment.

56. As a result, Plaintiff was injured and damaged as alleged herein.

WHEREFORE, Plaintiff demands judgment against the Defendants, jointly and severally, in such an amount of compensatory and punitive damages as the jury deems reasonable and may award, plus interest and costs.

COUNT VI

(Legal Misrepresentation/Fraud)

57. Plaintiff re-alleges all prior paragraphs of the Complaint as if set out here in full.

58. Defendants, by and through its employees, Board of Directors and the “Whistleblower Policy of Infosys Technologies Limited” represented to Plaintiff that he should report criminal and other improper violations and that if he did so he would be protected from discrimination, retaliation and harassment.

59. The representations made by the Defendants were false and Defendants knew they were false.

60. Plaintiff relied upon the false representations when he reported the criminal violations to Infosys and to the Whistleblower Team.

61. Plaintiff repeatedly requested that Defendants protect him and remove him from the hostile working environment, but the Defendants refused to do so.

62. As a proximate consequence of the Defendant's fraud, Plaintiff was and continues to be injured and damaged.

WHEREFORE, Plaintiff demands judgment against the Defendants, jointly and severally, in such an amount of compensatory and punitive damages as the jury deems reasonable and may award, plus interest and costs.


KENNETH J. MENDELSON (MEN001)

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JURY DEMAND

THE PLAINTIFF DEMANDS TRIAL BY JURY.


KENNETH J. MENDELSON

Defendant(s) may be served by certified mail to its Registered Agent in Alabama, C T Corporation System, 2 North Jackson St., Suite 605, Montgomery, AL 36104.