Dear Pro Se Intake Clerk,

This submission is made solely to restore a previously stricken evidentiary filing to the docket **on the first permissible filing date following the Court's most recent filing injunction**. It is identical in content to ECF 472, which was stricken solely under that temporary restriction.

Re-filing is made pursuant to Fed. R. Civ. P. 60(b)(3), Rule 83(b), and Fed. R. App. P. 10(e) to preserve record continuity and ensure an accurate appellate record. This filing does not advance new argument or seek reconsideration.

The attached PDF is flattened and retains the original timestamp for authentication. Please confirm docketing under the title above.

Respectfully,
/s/ Albert Rojas
Pro Se Defendant
319 W 18th St., Apt 3F
New York, NY 10011
rojas.albert@gmail.com
(646) 866-1669

UNITED STATES DISTRICT COURT

SOUTHERN DISTRICT OF NEW YORK

MPHASIS CORPORATION,
Plaintiff,

v.

ALBERT ROJAS,
Defendant.

Case No. 1:25-cv-03175 (JMF)(OTW)

DEFENDANT'S MOTION FOR RELIEF FROM ORDER UNDER FED. R. CIV. P. 60(b)(3)
AND MOTION FOR LEAVE TO FILE SUPPLEMENTAL PLEADING UNDER RULE 15(d)

I. INTRODUCTION

Defendant Albert Rojas respectfully moves under Federal Rule of Civil Procedure 60(b)(3) for relief from the Court's sanction order (ECF 404) in the amount of $9,194.41, and for leave under Rule 15(d) to file a supplemental pleading reflecting new evidence of fraud upon the Court. This motion does not seek to reopen or relitigate the entire case. It seeks to correct a single, material falsehood that tainted the proceedings: the assertion by Plaintiff Mphasis Corporation that Defendant '**refused to return the QBE-issued laptop to Mphasis as directed by QBE**.' (Exhibit A ECF 12 at p. 20 ¶ 2).

II. FACTUAL BACKGROUND

1. On April 30, 2025, Plaintiff filed its Memorandum of Law in Support of Temporary Restraining Order and Preliminary Injunction (ECF 12). On page 20, paragraph 2, Plaintiff stated that Defendant 'refused to return the QBE-issued laptop to Mphasis as directed by QBE.' That assertion was false when written and demonstrably so from Plaintiff's own records.

2. Two weeks prior, on March 28, 2025, Mphasis's HR Department issued Defendant's official 'No Due Clearance Document' certifying: 'Laptop and other accessories – No Due 0 USD.' (Exhibit B).

3. On April 2, 2025, Mphasis's HR Offboarding Team sent Defendant a Service Letter confirming his separation and wishing him 'success in sustaining and achieving higher levels of excellence.' (Exhibit C).

4. At no time did QBE or Mphasis provide Defendant with a valid FedEx shipping label or return box. Defendant repeatedly requested those materials in contemporaneous correspondence with QBE and Mphasis counsel. (Exhibit D). These facts were already public and preserved in ECF 14, Defendant's whistleblower media exhibit, but that filing was non-searchable due to its format.

III. LEGAL STANDARD

Federal Rule of Civil Procedure 60(b)(3) authorizes relief from a judgment or order on grounds of 'fraud, misrepresentation, or misconduct by an opposing party.' A movant must show, by clear and convincing evidence, that the opposing party engaged in fraud or misrepresentation, and that such misconduct prevented the movant from fully and fairly presenting his case.

Rule 15(d) permits supplementation of pleadings to include events that occurred after the date of the pleading, provided they are relevant to the matters at issue. The Court has broad discretion to permit such supplementation to promote justice and the efficient resolution of disputes.

IV. ARGUMENT

A. The Sanction Order (ECF 404) Was Predicated on a Material Falsehood.

The $9,194.41 sanction compelling forensic imaging of Defendant's personal device arose directly from the false claim that Defendant 'refused to return the QBE-issued laptop.' Plaintiff's own HR records prove the opposite: that as of March 28, 2025, all property obligations were cleared and no dues remained. This internal contradiction shows at minimum reckless disregard for truth, satisfying the standard for fraud on the Court under Hazel–Atlas Glass Co. v. Hartford–Empire Co., 322 U.S. 238 (1944).

The contradiction between ECF 12 and Exhibits B–D is not an evidentiary dispute but a matter of objective record; Plaintiff's own HR and correspondence archives refute its counsel's representation in real time.

Fraud Standard Clarification.
Relief under Rule 60(b)(3) requires the movant to show, by clear and convincing evidence, that the opposing party engaged in fraud, misrepresentation, or misconduct, and that such conduct prevented the movant from fully and fairly presenting his case. *Fleming v. N.Y. Univ.*, 865 F.2d 478, 484 (2d Cir. 1989). That standard is satisfied here: Plaintiff's own HR records directly contradict its

assertion in ECF 12, and the contradiction impaired Defendant's ability to avoid sanctions. Separately, the doctrine of "fraud on the Court," as articulated in *Hazel-Atlas Glass Co. v. Hartford-Empire Co.*, 322 U.S. 238 (1944), sets a higher bar: intentional conduct aimed at corrupting the judicial process itself. Plaintiff's knowing submission of a false factual statement to obtain sanctions from this Court meets that threshold as well. Even if the Court finds that Rule 60(b)(3) is satisfied but "fraud on the Court" is not, vacatur of the sanction order remains appropriate under Rule 60(b)(3). If, however, the Court concludes that counsel's conduct was intentional and directed at misleading the tribunal, then both Rule 60(b)(3) and *Hazel-Atlas* compel correction.

B. Relief Is Required to Preserve the Integrity of the Record.

A court's authority to correct a record corrupted by falsehood is inherent and non-discretionary. The purpose of this motion is not to start over, but to ensure that every subsequent ruling rests on fact, not fiction. The revolutionary foundation of this judiciary—truth before power—demands no less.

C. Leave to Supplement Under Rule 15(d) Should Be Granted.

Defendant also seeks leave to supplement his pleading to allege that Mphasis's counsel, after his protected whistleblower disclosures, retaliated by submitting false factual statements to this Court to procure sanctions. This constitutes post-termination retaliation under 18 U.S.C. § 1513(e) and abuse of process under New York law.

V. NOTE ON EXHIBITS

All exhibits attached hereto were previously incorporated into Defendant's whistleblower disclosure (ECF 14) as image-only PDFs. Because those materials are not text-searchable within the ECF system, Defendant re-submits the original source files solely to ensure the record is machine-readable and reviewable. No new evidence is introduced.

VI. RELIEF REQUESTED

Defendant respectfully requests that the Court:

1. **Vacate** the sanction order (ECF 404) in the amount of $9,194.41, as it rests upon a material misrepresentation (ECF 12 at p.20 ¶2) contradicted by Plaintiff's own HR clearance and correspondence records (ECF 14-13; Exhs. B–D).

2. **Grant leave** under Rule 15(d) for Defendant to file the attached Supplemental Pleading reflecting post-pleading retaliation and misrepresentation to this Court.

3. **Direct Plaintiff to show cause** why sanctions should not issue for knowingly submitting a false factual assertion to procure relief.

4. **Grant such other and further relief** as the Court deems just and equitable.

This relief would correct the record without prejudice to Plaintiff. Defendant seeks only to ensure the integrity of the record; no additional discovery or evidentiary hearing is required.

VII. CONCLUSION

This motion does not seek to reopen or relitigate the merits of the case. It seeks only to correct a foundational falsehood that tainted the sanction order. The $9,194.41 sanction arose directly from a statement—"Defendant refused to return the QBE-issued laptop" (ECF 12 at p.20 ¶2)—that was false when made and known to be false by those who advanced it.

Under Rule 60(b)(3), relief is warranted where fraud or misrepresentation prevents a party from fully and fairly presenting his case. Under Hazel-Atlas Glass Co. v. Hartford-Empire Co., 322 U.S. 238 (1944), this Court also possesses inherent authority to vacate orders procured by fraud on the Court.

Correcting this record imposes no prejudice on Plaintiff. It simply ensures that this Court's orders rest on truth rather than fiction. The rule of law cannot tolerate otherwise.

Accordingly, Defendant respectfully requests that the Court vacate the sanction order, grant leave to supplement, and restore integrity to the record.

Respectfully submitted,

/s/ Albert Rojas
Albert Rojas (Pro Se Defendant)
319 W. 18th Street, Apt. 3F
New York, NY 10011
Email: rojas.albert@gmail.com
Date: Sun 19 Oct 2025

Summary of Exhibits Demonstrating Fraud and Retaliation (Rule 60(b)(3) Evidentiary Basis)

Exhibit	Strength	What It Proves
A	Direct quote from ECF 12 p. 20 ¶ 2	The false factual statement—"Defendant refused to return the QBE-issued laptop"—that became the predicate for subsequent discovery orders and sanctions.
B	Official HR "No Due 0 USD" (3/28/25)	Mphasis's own clearance record confirming zero dues and no outstanding equipment, directly contradicting Plaintiff's assertion of refusal or retention.
C	HR "Service Letter" (4/2/25) wishing success	Confirms Defendant's clean separation and absence of any misconduct or property dispute at termination. Demonstrates that later allegations were manufactured post-separation.
D	Contemporaneous email chain (Apr 6 – Apr 29 2025)	Shows Defendant's repeated attempts to return the QBE laptop, requests for FedEx label/box, and follow-up communications—even after retaliation began—establishing good-faith cooperation.
E	ECF 140 – Order to Show Cause (May 30 2025)	Demonstrates how the Court's Order-to-Show-Cause and subsequent sanctions were triggered by the same false premise in ECF 12. Shows Plaintiff's counsel leveraged that misrepresentation to initiate punitive proceedings.
F	ECF 404 – Sanction Order (Aug 20 2025)	The $9,194.41 sanction order that embodies the harm caused by the misrepresentation. Forms the specific judgment challenged under Rule 60(b)(3) as obtained through fraud and retaliation.

Narrative Summary

Exhibits A–D establish **objective falsity**—Plaintiff's own HR records and correspondence prove the "refused laptop" statement was untrue when filed. **Exhibits E–F** document **material reliance**—that same falsehood was used to justify the Court's Order to Show Cause and the ensuing $9,194.41 sanction. Together, these six exhibits provide clear and convincing evidence that the sanction order was procured through **fraud, misrepresentation, and retaliatory litigation conduct** within the meaning of Rule 60(b)(3).

EXHIBIT A

(ECF 12 p. 20 ¶ 2 – False Statement by Plaintiff)

Case: *Mphasis Corporation v. Albert Rojas*, No. 1:25-cv-03175 (JMF)(OTW)
Filed By: Albert Rojas (Pro Se Defendant)

This exhibit reproduces the portion of Plaintiff's filing (ECF 12 at p. 20 ¶ 2) stating:

"Further, he has refused to return the QBE-issued laptop to Mphasis as directed by QBE."

Defendant submits this excerpt to identify the **false factual predicate** underlying the sanction order later issued as ECF 404.

or duplicated by others." *Faiveley Transp. Malmo AB v. Wabtec Corp.*, 559 F.3d 110, 117 (2d Cir. 2009).

Rojas signed multiple agreements when he commenced employment with Mphasis, both instructing him to protect confidential information and return it and his laptop after separation from the company. Karseboom Decl., Ex. A-C. Instead, Rojas continues to access internal Mphasis emails and documents despite his termination, which means he maintains them on his personal email or on his personal computer. Further, he has refused to return the QBE-issued laptop to Mphasis as directed by QBE, stating that he requires a Court order or a FedEx shipping label despite not being in the same country as the QBE-issued laptop. Karseboom Decl., Ex. BB. As per QBE's instructions on December 20, 2024 when his role with them was terminated, Rojas was to coordinate with Mphasis on returning the laptop. Karseboom Decl., Exhibit HH. Attached to the email from Rojas' personal email account annexed to the Karseboom Declaration as Exhibit HH is an Excel document with confidential information relating to both Mphasis and QBE. *Id.* (excel document not reproduced here due to confidentiality). Rojas is both maintaining confidential and proprietary information of Mphasis and its clients, has disseminated it, and has no intention of destroying it. In fact, he's even threatened to further disseminate Mphasis' trade secrets. Karseboom Decl., Ex. II.

Here, it is clear that Mphasis possessed the confidential information, that Rojas used the trade secrets for his websites, has disseminated the trade secrets, and he breached his agreements by doing so.

3. <u>Breach of duty of loyalty</u>

Under New York law, an agent has a duty not to use confidential knowledge acquired in his employment in competition with his principal. *See Byrne v. Barrett*, 268 N.Y. 199, 206 (1935); *see also ABKCO Music, Inc. v. Harrisongs Music, Ltd.*, 722 F.2d 988, 994 (2d Cir. 1983); *QBE*

EXHIBIT B

(Mphasis No Due Clearance Document – March 28 2025)

Case: *Mphasis Corporation v. Albert Rojas*, No. 1:25-cv-03175 (JMF)(OTW)
Filed By: Albert Rojas (Pro Se Defendant)

This document, issued by Mphasis HR Offboarding, certifies:

"Laptop and other accessories – No Due 0 USD."

It contradicts Plaintiff's claim that Defendant refused to return any QBE device and confirms there were **no property dues owed** at separation.

Gmail

A R <rojas.albert@gmail.com>

No due clearance document

FFSADMIN@mphasis.com <FFSADMIN@mphasis.com> Fri, Mar 28, 2025 at 7:00 AM
To: rojas.albert@gmail.com

Dear Employee,

Please find attached your No due Clearance Document. The details mentioned in your no due clearance document will be considered for full and final settlement.

HR off boarding Team.

This is a system generated mail. Please do not reply

Information Transmitted by this Email is Proprietary to Mphasis, its Associated Companies and/or its Customers and is Intended for use only by the Individual or Entity to which it is Addressed, and may contain Information that is Privileged, Confidential or Exempt from Disclosure under Applicable Law. If you are not the Intended Recipient or it appears that this Email has been Forwarded to you without proper Authority, you are Notified that any use or Dissemination of this Information in any manner is Strictly Prohibited. In such cases, please Notify us Immediately at mailmaster@mphasis.com and delete this Email from your Records.

No Due Clearance Document_2617478.pdf
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Full and Final Settlement IOM

Employee Code	2617478
EmployeeName	Albert Rodrigo Rojas
Designation	Senior Tech Lead
Level	6
Date of Joining	October 28, 2024
Last working date	March 13, 2025
Separation initiation date	March 13, 2025
City	NEW YORK
Tower	MphasiS Apps
Entity	Mphasis Corporation USA
EmployeeStatus	Separated
Address	319 W 18th St apartment 3F New York NY USA 10011
Personal Mail	rojas.albert@gmail.com
Mobile Number	

Clearance	Status	Amount	Unit	Remarks

Training Department Clearance

Tution Fee/ Certification Reimbursement	No Due	0	-	No dues

HROPS Department Clearance

Training Bond (OJT)	No Due	0	-	No dues
One Time Payout	No Due	0	-	No dues
TD BOND	No Due	0	-	No dues
Service Agreement	No Due	0	USD	No dues
Other Bonus	No Due	0	USD	No dues
Leave Encashment (Number of Leaves)	Payable to the employee	5	Day(s)	

SystemSupport Department Clearance

Desktop	No Due	0	USD	
HP Manual		No	Yes/No	
Laptop and other accessories	No Due	0	USD	
OATH Token / Active Key / RSA Token		No	Yes/No	

Reporting Manager Clearence

Headset & Ear Cushion	No Due	0	USD	
Performance Incentive	Not Applicable	0	USD	

Notice Period Applicable in days (As per Company Policy) Tower: MphasiS Apps	No Due	14	Day(s)	
Notice Period Served	-	1	Day(s)	
Notice Period Recovery / Waived off----- (please mention if recovery or waived off in remarks col	No Due	13	Day(s)	
Has the Individual completed all Appraisals he/she needs to complete		No	Yes/No	
Shift Allowance		No	Yes/No	
Product Support Allowance		No	Yes/No	
On call Allowance		No	Yes/No	
Will this attrition lead to revenue loss	Yes (Client doesn't want to backfill with Mphasis)	0	USD	

Payroll Department Clearance

Salary Advance	No Due		USD	
Stop pay/Salary Arrears (if any)	No Due		USD	
Travel Advance	No Due		USD	
Final Settlement Due	No Due		USD	
Any other Dues	No Due		-	
Settling Loan	No Due		USD	
Inland Travel Advance	No Due		USD	
Relocation Expenses to be recovered if employee quit within a year of relocation	No Due		USD	
Hotel Accommodation advance	No Due		USD	

Accounts Department Clearance

Inland Travel Advance	No Due		USD	
Foreign Travel Advance	No Due		USD	
Relocation Expenses to be recovered if employee quit within a year of relocation	No Due		USD	
Corporate Cards	No Due		USD	
Hotel Accommodation advance	No Due		USD	
Corporate Cards			Yes/No	

Other Details

HR Offboarding Comments	
Sign off	Auto sign off
Notice Period Comment	
LOP	
One Time Payout	
Recovery	

HRBP Department Clearance

Please update the actual date of leaving in case this has impacted due to time zone issue. (Note: Only one day difference will be accomodated.)	No Due	0	-	

EXHIBIT C

(Mphasis Service Letter – April 2 2025)

Case: *Mphasis Corporation v. Albert Rojas*, No. 1:25-cv-03175 (JMF)(OTW)
Filed By: Albert Rojas (Pro Se Defendant)

Official Mphasis Service Letter certifying employment dates (Oct 28 2024 – Mar 13 2025) and wishing Mr. Rojas "success in sustaining and achieving higher levels of excellence."
This demonstrates a clean separation and **absence of any alleged misconduct or property retention**.

Gmail

A R <rojas.albert@gmail.com>

Service Letter

FFSADMIN@mphasis.com <FFSADMIN@mphasis.com> Wed, Apr 2, 2025 at 9:04 AM
To: rojas.albert@gmail.com
Cc: OffshoreFNF@mphasis.com

Dear Employee,

Greetings!

Please find enclosed your "Service letter".

In case of any clarifications please raise HR Help Desk Ticket using the following link within 7 days from the date of receipt of this e-mail :
https://mphasisin.service-now.com/ExEmployeeServiceForm

We wish you all the best.

Regards,

MphasiS HR Offboarding Team

Information Transmitted by this Email is Proprietary to Mphasis, its Associated Companies and/or its Customers and is Intended for use only by the Individual or Entity to which it is Addressed, and may contain Information that is Privileged, Confidential or Exempt from Disclosure under Applicable Law. If you are not the Intended Recipient or it appears that this Email has been Forwarded to you without proper Authority, you are Notified that any use or Dissemination of this Information in any manner is Strictly Prohibited. In such cases, please Notify us Immediately at mailmaster@mphasis.com and delete this Email from your Records.

Service Letter_2617478.pdf
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Mphasis
The Next Applied

HRD/SERLTR/2025/186408

April 02, 2025

TO WHOMSOEVER IT MAY CONCERN

This is to certify, **Albert Rodrigo Rojas (Emp. No:2617478)** was employed with us from **October 28, 2024 to March 13, 2025**. At the time of leaving the employee's designation was **'Senior Tech Lead'**.

We wish **Albert Rodrigo Rojas** success in sustaining and achieving higher levels of excellence.

Yours Sincerely,
For Mphasis Corporation USA

Saraswathy M S
AVP - Lead Global HR Operations

Access HR Helpdesk on the given link https://mphasisin2.service-now.com/ExEmployeeServiceForm