

UNITED STATES DISTRICT COURT  
SOUTHERN DISTRICT OF NEW YORK

MPHASIS CORPORATION,

Plaintiff,

-against-

ALBERT ROJAS,

Defendant.

Case No. 25-cv-3175

**PLAINTIFF MPHASIS' MEMORANDUM OF LAW IN SUPPORT OF ITS MOTION  
FOR TEMPORARY RESTRAINING ORDER AND PRELIMINARY INJUNCTION**

Dated: New York, New York  
April 30, 2025

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**TABLE OF CONTENTS**

	<b><u>Page</u></b>
I. PRELIMINARY STATEMENT .....	1
II. RELEVANT FACTS .....	2
A. Mphasis’ Business .....	2
B. Rojas’ Employment .....	2
C. Rojas’ Breach and Termination .....	4
D. Rojas’ Post-Termination Misconduct .....	6
III. ARGUMENT .....	14
A. Legal Standard .....	14
B. Irreparable Harm .....	14
C. Mphasis is Likely to Succeed on the Merits of Its Claims .....	17
1. Misappropriation of trade secrets in violation of the Defend Trade Secrets Act (“DTSA”) pursuant to 18 U.S.C. § 1831, <i>et seq.</i> .....	17
2. Misappropriation of trade secrets in violation of New York common law .....	19
3. Breach of duty of loyalty .....	20
4. Conversion & breach of contract .....	21
5. Violation of the Computer Fraud and Abuse Act pursuant to 18 U.S.C. § 1030, <i>et seq.</i> .....	22
6. Defamation <i>Per Se</i> .....	23
D. The Public Interest Will Be Served By Granting Injunctive Relief .....	24
IV. CONCLUSION .....	24

**TABLE OF AUTHORITIES**

	<b><u>Page(s)</u></b>
<b>Federal Cases</b>	
<i>ABKCO Music, Inc. v. Harrisongs Music, Ltd.</i> , 722 F.2d 988 (2d Cir. 1983).....	20
<i>Alpha Capital v. Advanced Viral Res. Corp.</i> , 2003 WL 328302 (S.D.N.Y. Feb. 11, 2003).....	16
<i>Avery Dennison Corp. v. Kitsonas</i> , 118 F.Supp. 2d 848 (2000) .....	23
<i>Banner Indus. Of N.E. v. Wicks</i> , 631 Fed.Appx. 79 (2d Cir. 2016).....	19
<i>Black v. Cakor Rest., Inc.</i> , 2022 U.S.Dist. LEXIS 226293 (S.D.N.Y. Dec. 15, 2022) .....	17
<i>Celle v. Filipino Reporter Enters. Inc.</i> , 209 F.3d 163 (2d Cir. 2000).....	22, 23
<i>Coastal Distrib., LLC v. Town of Babylon</i> , No. CV 05-2032 U.S. Dist. LEXIS 40795 (E.D.N.Y. July 15, 2005) .....	15
<i>Faiveley Transp. Malmo AB v. Wabtec Corp.</i> , 559 F.3d 110 (2d Cir. 2009).....	19
<i>FMC Corp. v. Taiwan Tainan Giant Indus. Co.</i> , 730 F.2d 61 (2d Cir. 1984).....	15
<i>Free Country Ltd v. Drennen</i> , 235 F.Supp. 3d 559 (S.D.N.Y. 2016).....	17
<i>Freedom Holdings Inc. v. Spitzer</i> , 408 F.3d 112 (2d Cir. 2005).....	15
<i>Harsco Corp. v. Segui</i> , 91 F.3d 337 (2d Cir. 1996).....	21
<i>Jasco Tools, Inc. v. Dana Corp. (“In re Dana Corp.”)</i> , 574 F.3d 129 (2d Cir. 2009).....	17
<i>Johnson Controls, Inc. v. A.P.T. Critical Sys.</i> , 323 F. Supp. 2d 525 (S.D.N.Y. 2004).....	15

*Loandepot.com, LLC v. CrossCountry Mortg., LLC*,  
 2023 U.S.Dist. LEXIS 100230 (S.D.N.Y. Jun. 8, 2023) .....18

*Local 1814, Int’l Longshoremen’s Ass’n v. New York Shipping Ass’n*,  
 965 F.2d 1224 (2d Cir. 1992).....14

*Mullins v. City of New York*,  
 626 F.3d 47 (2d Cir. 2010).....15

*N. Am. Soccer League, LLC v. United States Soccer Fed’n, Inc.*,  
 883 F.3d 32 (2d Cir. 2018).....14

*N. Atl. Instruments, Inc. v. Haber*,  
 188 F.3d 38 (2d Cir. 1999).....19

*New York v. U.S. Dep’t of Homeland Sec.*,  
 969 F.3d 42 (2d Cir. 2020).....15

*QBE Americas, Inc. v. Allen*,  
 2022 U.S.Dist. LEXIS 54398 (S.D.N.Y. Mar. 24, 2022) .....20

*Sewell v. Bernardin*,  
 795 F.3d 337 (2d Cir. 2015).....22

*Ticor Title Ins. Co. v. Cohen*,  
 173 F.3d 63 (2d Cir. 1999).....16

*Transcience Corp. v. Big Time Toys, LLC*,  
 50 F.Supp. 3d 441 (S.D.N.Y. Sept. 23, 2014) .....21

*Velo-Bind, Inc. v. Scheck*,  
 485 F. Supp. 102 (S.D.N.Y. 1979) .....16

**State Cases**

*Byrne v. Barrett*,  
 268 N.Y. 199 (1935) .....20

*First Nat’l Bank v. Winters*,  
 225 N.Y. 47 (1918) .....23

**Federal Statutes**

18 U.S.C. § 1030(a)(2)(C) .....22

18 U.S.C. § 1030, *et seq.*.....1, 22

18 U.S.C. § 1030(g) .....22

18 U.S.C. § 1831, *et seq.*.....1, 17  
CFAA.....1, 22  
Federal Defend Trade Secrets Act, 18 U.S.C. § 1836(b)(3)(A) .....1, 17

## **I. PRELIMINARY STATEMENT**

Plaintiff Mphasis Corporation (“Mphasis”) respectfully submits this memorandum of law in support of its motion for a preliminary injunction and temporary restraining order against Defendant Albert Rojas (“Rojas”).

The Complaint filed by Mphasis asserts claims against Rojas for (1) misappropriation of trade secrets in violation of the Defend Trade Secrets act pursuant to 18 U.S.C. § 1831, *et seq.*; (2) misappropriation of trade secrets in violation of New York common law; (3) breach of duty of loyalty; (4) conversion; (5) breach of contract; (6) violation of the Computer Fraud and Abuse Act pursuant to 18 U.S.C. § 1030, *et seq.*; and (7) defamation *per se*.

This action arises from Rojas’ willful breach of his IT Systems Access and Control Authorization Agreement and Acceptable Use Agreement, his Non-Disclosure Agreement, and his Invention Assignment and Non-Solicitation Agreement with Mphasis. In addition, Rojas’ unlawfully converted Mphasis’ property and confidential and proprietary business information when he published it to two public websites he created. Rojas’ websites contained defamatory comments about Mphasis and used Mphasis’ logo and a photo of the CEO Nitin Rakesh. In addition, Rojas impersonated CEO Rakesh by creating an email address that closely resembles the Mphasis domain name to entice Mphasis employees to disclose confidential information.

As further discussed below, the Court should enter an injunction because Mphasis: (1) will suffer irreparable harm if the injunction does not issue; (2) is likely to succeed on the merits of its claims; and (3) the injunction is in the public interest. Rojas’ possession of highly sensitive and confidential information and his impersonation of Mphasis and its CEO will inflict irreparable harm on Mphasis. Moreover, Mphasis is likely to succeed on the merits of all of its claims as there is no doubt that Rojas sent the confidential information to his personal email address, which he downloaded onto his personal computer, which he uploaded to two public websites he created, that

he forwarded the confidential information to third parties through various personal and spoofed email addresses, that he impersonated the CEO of Plaintiff Mphasis by creating a spoof email address, and that he put disparaging statements on his two public websites about Plaintiff Mphasis..

## II. RELEVANT FACTS

### A. Mphasis' Business

Mphasis is a multinational information technology service and consulting company that provides infrastructure technology and applications outsourcing services, as well as architecture guidance, application development and integration, and application management services. Borkar Decl., ¶ 4. Mphasis also provides Cyber Security services and ensures a holistic risk-driven approach in the areas of identity and access governance, data protection, risk & compliance, threat management and mitigation, and cyber security monitoring & management, and its machine learning models and connected intelligence platforms enable the detection of advanced and targeted threats.

### B. Rojas' Employment

Rojas was hired in October of 2024. ECF No. 1, ¶ 12. Upon his hiring, Rojas was required to review Mphasis policies and sign acknowledgments that he reviewed them. *Id.* at ¶¶ 13-21; Karseboom Decl., Exs. A & B. On October 19, 2024, Rojas executed an IT Systems Access and Control Authorization Agreement and Acceptable Use Agreement (the “Authorization Agreement”). Karseboom Decl., Ex. A. By signing the Authorization Agreement, Rojas agreed that he was given access “as a necessary privilege in order to perform [his] authorized job functions.” *Id.* Rojas further agreed that he “shall not use unofficial or personal computing/storage devices for processing/storing company information[]” and that he is “not authorized to use/store company information on portable/social media . . . without prior written approval from Chief Risk Office” (“CRO”). *Id.* Rojas also acknowledged that he “will treat all information maintained on

[client computer systems] as strictly confidential and will not disclose such information to any unauthorized person or source.” *Id.*

On October 23, 2024, Rojas signed a Non-Disclosure Agreement (“Non-Disclosure Agreement”), in which Rojas agreed that he shall not “copy, distribute, disclose, sell, commercially exploit or otherwise make use of Confidential Information[.]” Karseboom Decl., Ex. B. Rojas also agreed that “at the time of termination . . . [Employee shall] return to the Company all Confidential Information, including copies on paper, hard drive, disk, tape or any other relevant information/data in any other form.” *Id.* Rojas further agreed that a “violation in any material respect of this Agreement would cause the Company and/or its Customers irreparable injury of which it would have no adequate remedy at law, and, in the event of any such violation, the Company will be entitled to preliminary and other injunctive relief...” *Id.* Confidential information, according to the Non-Disclosure Agreement, included, but was not limited to, ideas, products, services, proposals, as well as communications of the Company or its customers, and information that but for his employment would not have been accessed. *Id.*

On November 6, 2024, Rojas completed the Information Security Management System Training Module (“ISMS Training”). Karseboom Decl., Ex. C. The ISMS Training advised employees that “[a]ny data related to client, customer, organization including personal information is valuable and needs to be protected” and it includes information in any form or means by which it is shared or stored. *Id.* The ISMS Training informed employees that they should not “share official data with personal email” and that emailing business information to personal email addresses could result in data loss. *Id.* Mphasis uses Data Loss Prevention software to capture when employees email business information to their personal email addresses. *Id.* In the module identifying social engineering, the ISMS Training defines this as the “use of deception to gain

information . . .” *Id.* The module identifies misleading information in the form of email addresses spoofing the Mphasis CEO as examples of social engineering. *Id.* The ISMS Training instructed employees through various scenarios and ends with a ten-question quiz. *Id.* Once Rojas finished the module, he received a certificate of completion. *Id.*

Rojas further acknowledged his understanding of the Policies through email on November 1, 2024, when he quoted the Acceptable Use Policy, Section (r), which prohibited “[u]se [of] unauthorized third-party email services for exchanging business-related messages and information. Only QBE-approved systems may be used for transmitting sensitive information relevant to our business.” Karseboom Decl., Ex. D.

On December 20, 2024, Rojas’ role with client QBE was terminated. Karseboom Decl., Exhibit HH. As per QBE’s instructions Rojas was to coordinate with Mphasis on returning the laptop. *Id.* Attached to the email from Rojas on December 20, 2024 is an Excel document with confidential information relating to both Mphasis and QBE. *Id.* (Excel document not reproduced here due to confidentiality). The QBE-issued laptop is still in Rojas’ possession, and he has continued to refuse to return it as per QBE’s instructions.

### **C. Rojas’ Breach and Termination**

On February 28, 2025, despite being warned against doing so, Rojas forwarded confidential and proprietary information to his personal email addresses, rojas.albert@gmail.com, Arojas@docnote.ai, arojas@nist.ai, in the form of a PowerPoint presentation prepared for his client, QBE. ECF No. 1 ¶ 27; Karseboom Decl., Ex. E.

The PowerPoint contained Mphasis’ solutions being offered to a client, QBE, which is confidential and proprietary to Mphasis’ business model. Borkar Decl., ¶ 16.

On March 12, 2025, Puran Mehta (“Mehta”), the Manager of the Global Crisis & Command Center of the DLP Investigation/Chief Risk Office, emailed Rojas that

“DR110325111903 [was] triggered against you for having shared documents to personal mail IDs "rojas.albert@gmail.com, Arojas@docnote.ai, arojas@nist.ai", on 28<sup>th</sup> Feb 2025.” Karseboom Decl., Ex. F. Mehta requested Rojas’ justification for uploading data to the external environment. *Id.* Rojas replied, copying multiple additional parties, including Waghmode, George Ioannou, Jitendra Borkar, Arun Thomas, and Mostafazadeh, informing Mehta that he had been working exclusively from his personal laptop and requested an Mphasis-issued laptop, presumably instead of his QBE-issued laptop. *Id.* Mehta requested detailed information from Rojas, including his role, the business he supports, reason for sending the email to his personal email address, content of the file, whether he understood the ISMS Policy, and any previous violations. *Id.* Rojas declined to respond, merely writing “[t]his has already been addressed. Please refer to the attached QBEWeekend.pdf.” *Id.* The attachment was merely screenshots from a conversation with Waghmode. *Id.* Rojas also denied he received training on ISMS policies, which is belied by his training certificate and his signed acknowledgment that he reviewed the policies. *Id.*; Karseboom Decl., Exs. A-C.

In response, Mostafazadeh removed the employees added by Rojas as this was a confidential investigation and copied Rojas’ HR business partner, Charles Francis (“Francis”). Karseboom Decl., Ex. F. Rojas re-added those employees Mostafazadeh removed, reiterated that he wanted an Mphasis-issued laptop, and told Mostafazadeh to “[p]lease do not limit the scope of this thread—management needs full visibility into how all the moving parts have been functioning.” *Id.* Mostafazadeh again removed the additional employees from the email chain and informed Rojas that his emails were inappropriate, specifically writing that “this is not appropriate or permitted to be adding these individuals into a CRO investigation without specific direction from the CRO. This investigation is confidential and is not related to your work. It is specifically

the action of sharing confidential information to your personal email.” *Id.* Refusing to follow directions from Mostafazadeh, Rojas responded by re-adding those employees again and arguing again about not having an Mphasis-issued laptop. *Id.* Rojas was then told to wait for a meeting invite, but instead he emailed again and added those removed employees, this time attaching additional work documents, including work he was doing for Charles Schwab. *Id.* At that point, his access to confidential files was locked by Mphasis. *Id.* Once he was locked out, Rojas then sent those same confidential documents to Francis and Borkar from his personal email address, rojas.albert@gmail.com, again violating ISMS Policy. *Id.*

Rojas then created a spoof email address, arojas@mphasis.nyc, and emailed CEO Nitin Rakesh to request access to his account, attempting to circumvent his locked account due to his numerous ISMS violations. *Id.* On March 13, 2025, Mphasis terminated Rojas. ECF No. 1, ¶ 35.

**D. Rojas’ Post-Termination Misconduct**

After his termination, between March 12 and March 15, 2025, Rojas created and posted a public unauthorized website, “https://mpphasis.nyc,” containing disparaging information about Mphasis using Mphasis letterhead. *Id.* at ¶ 36. On March 15, 2025, Mphasis Assistant General Counsel and Vice President of Legal, Kathryn Terry (“Terry”), sent Rojas a cease-and-desist letter by email. Karseboom Decl., Ex. G. The letter informed Rojas that his unauthorized creation of https://mpphasis.nyc and arojas@mphasis.nyc required his immediate cooperation in removal. *Id.* Further, Terry informed Rojas that he unlawfully removed Mphasis proprietary information and recklessly publish it on the internet, which was an egregious violation of his contractual obligations. *Id.* Finally, Terry demanded that Rojas engage in the following corrective actions:

1. Immediately cease and desist from using arojas@mphasis.nyc as it is misleading and inappropriate.
2. Remove all Mphasis proprietary information from any unauthorized platforms, including https://mpphasis.nyc/ and any other locations where it has been published.

3. Cease any further use, distribution, or disclosure of Mphasis confidential and proprietary information in any form.
4. Provide a full written account of what information was taken, where it was stored or shared, and who may have accessed it.
5. Return all Mphasis property and confidential materials in your possession, whether physical or digital, including backups.
6. Certify in writing that you have fully complied with the above requirements and that no copies remain in your possession.
7. Identify any third parties who may have received access to Mphasis proprietary information so that appropriate legal action can be taken.

*Id.*

In response, on March 15, 2025, Rojas sent an email to Terry directing her to review <https://Mphasis.nyc> and threatening that if he was not reinstated to his job or receive five years severance, he will pursue legal action. Karseboom Decl., Ex. H. Rojas then forwarded his response to Vinod Kumar (“Kumar”) threatening that if the matter “goes to court,” Mphasis could risk losing its ability to operate within the United States. *Id.*

On March 17, 2025, Mphasis’ email security service, Symantec Email Security Cloud, detected a potential virus or unauthorized code (such as a Trojan or Phish) and quarantined multiple messages from [albert.rojas@mphasis.nyc](mailto:albert.rojas@mphasis.nyc). Karseboom Decl., Ex. I. On March 27, 2025, Rojas emailed Terry and Kumar with his new website, [www.mphasis.it.com](http://www.mphasis.it.com), and informed them that the threat alerts were received as a result of a bug in “GoDaddy’s website builder.” Karseboom Decl., Ex. J.

On March 20, 2025, Rojas emailed Dilip Nayak (“Nayak”), an employee with Mphasis client QBE, writing that he was currently in Paris and “people are reviewing my insights on tuning document decoding here: <https://mphasis.nyc/>.” Karseboom Decl., Ex. K. The email was sent from [albert.rojas@mphasis.nyc](mailto:albert.rojas@mphasis.nyc) as Rojas was holding himself out as an Mphasis employee after he was terminated. On March 28, 2025, Rojas emailed Nayak again, this time from

albert.rojas@mphasis.it.com, and wrote that his QBE-issued laptop is “just collecting dust in my New York apartment.” *Id.*

On April 3, 2025, William Grob (“Grob”), counsel with Ogletree, Deakins, Nash, Smoak, & Stewart, P.C. retained by Mphasis, sent another cease-and-desist letter to Rojas. Karseboom Decl., Ex. L. Grob informed Rojas that he was retained as counsel and to direct any further communication regarding Mphasis to him and to not contact Mphasis directly. *Id.* The letter requested that Rojas return the Mphasis property in his possession and to immediately take down his website, <https://mphasis.nyc>. *Id.* In addition, Grob demanded that Rojas cease using “any false and misleading email addresses that suggest they belong to anyone other than [Rojas],” including [arojas@mphasis.nyc](mailto:arojas@mphasis.nyc); [mphasis.nyc](https://mphasis.nyc); and [Mphasis.it.com](https://mphasis.it.com), and to return the QBE-issued laptop. *Id.* Rojas was given five days to respond. *Id.*

Also on April 3, 2025, after receipt of Grob’s letter, Rojas sent an email to Grob, copying CEO Rakesh, Francis, Mostafazadeh, and Borkar, from the spoof email [nitin.rakesh@mphasis.it.com](mailto:nitin.rakesh@mphasis.it.com) impersonating CEO Rakesh, demanding five years of severance and threatening severe consequences for Mphasis. Karseboom Decl., Ex. M. Grob responded directing Rojas to stop copying Mphasis employees as Rojas is on notice that they have retained counsel. *Id.*

Ignoring Grob’s direction, Rojas, again using [nitin.rakesh@mphasis.it.com](mailto:nitin.rakesh@mphasis.it.com) and impersonating CEO Rakesh, sent an email on April 6, 2025 to Grob, Rajesh, Francis, Waghmode, Borkar, Mostafazadeh, and Kumar, stating that he seeks a resolution wherein his position is restored, he obtains a settlement, or he will pursue a legal path where the matter is public. Karseboom Decl., Ex. N. He then sent another email to those recipients and suggested that Waghmode was the employee who emailed the confidential PowerPoint to Rojas’ personal email

and was not “brought into the conversation” about the confidential information because “he’s Hindu.” *Id.*

On the contrary, emails show that Waghmode forwarded the Powerpoint to “albert.rojas@mphasis.com,” Rojas’ official Mphasis email address. Karseboom Decl., Exhibit P. Rojas then forwarded that email to his personal email address on February 28, 2025. Karseboom Decl., Exhibit E. On April 6, 2025, Rojas forwarded the confidential PowerPoint from rojas.albert@gmail.com to albert.rojas@mphasis.it.com, his spoof email. Karseboom Decl., Exhibit N. Rojas then forwarded that email to Grob, CO Rakesh, Waghmode, Francis, Mostafazadeh, Rajesh Nambiar, Mehta, Thomas, and Ioannou from nitin.rakesh@mphasis.it.com, and suggested that Waghmode was not flagged because he was involved in a relationship with Mostafazadeh (or Mehta, Francis, Borkar, or Rakesh) or because he’s Hindu. *Id.* Again on April 6, 2025, Rojas sent another email to Grob, writing that Grob should consider “[himself] fortunate that [Rojas was] currently in Cannes.” *Id.* Rojas threatened that he would bring the issue to the media and questioned whether Grob was an attorney. *Id.* Rojas also wrote that he saw that Grob was presenting a case in Las Vegas. *Id.*

On April 7, 2025, Rojas wrote an email from the spoof email, “nitin.rakesh@mphasis.it.com,” to Grob and Sunil Gulati that “https://mphasis.it.com” was “almost wrapped up.” Karseboom Decl., Ex. O.

On April 8, 2025, Rojas sent another email, again from the spoof email address “nitin.rakesh@mphasis.it.com,” to Gulati, Grob, Francis, and Mostafazadeh, and outright impersonated CEO Rakesh. Karseboom Decl., Exhibit P. Rojas quoted from mphasis.it.com and wrote “[h]e’s still working on this in Cannes[,]” presumably pretending that CEO Rakesh is referring to Rojas. *Id.*

On April 9, 2025, Rojas again impersonated CEO Rakesh through email using his spoof email address “nitin.rakesh@mphasis.it.com.” Karseboom Decl., Ex. Q. Rojas wrote:

“So let me get this straight, Raturaj: You didn’t like George’s 66-slide deck, so you sent it to Albert—knowing full well he doesn’t have an Mphasis laptop—and asked him to fix it over the weekend. To bypass security, you downloaded it from SharePoint and sent it to his personal email. Albert cut it down to 8 pages for the QBE engagement. You didn’t like that either. You called him a “60s programmer” and then sent him another 66-slide Lucid deck to work on instead. Then security flags *him* for downloading the decks to his Mac. And somehow, you, Shannon, and Charles decide to fire him—despite the fact that he’s outworking your whole team with half his brain tied behind his back. Oh, and Jitendra, his London supervisor, stays silent while you hang him out to dry. Did I miss anything? P.S. My assistant Loretta got him business cards. Said he was a great guy—excited to be part of the team. Raturaj, Shannon, Charles, Jitendra: care to explain?”

*Id.* The email was sent to Grob, Borkar, Francis, Mostafazadeh, Ioannou, Nambiar, CEO Rakesh, and Loretta Ferrentino. *Id.*

On April 11, 2025, Rojas again impersonated CEO Rakesh from his spoof email address and wrote to Brad Kelly, the private investigator that Mphasis retained to obtain the QBE-issued laptop, QBE employee Nayak, other Mphasis employees, and counsel, stating that he was still in Paris and his QBE-issued laptop has been collecting dust since December 2024. Karseboom Decl., Ex. R. Rojas added the link to mphasis.it.com and wrote “I don't think QBE or Mphasis knows who’s tracking what.” *Id.*

Also on April 11, 2025, and again impersonating CEO Rakesh, Rojas wrote to QBE employees Nayak and Palavesam Chandrasekar (“Chandrasekar”), Mphasis employees, and counsel stating that “QBE was taken advantage of” and that neither “QBE or Mphasis fully understands what transpired.” Karseboom Decl., Ex. S.

That same day, Rojas wrote from “albert.rojas@mphasis.it.com” to Mphasis employees, Nayak, Chandrasekar, and counsel that he was in Cannes and he “want[s] to make sure everyone knows it [him], Albert Rojas (not Nitin)[]” as his own name was being blocked. Karseboom Decl.,

Ex. T. He also erroneously states that he has signed every email as “Albert,” which is patently untrue. *Id.*; see Karseboom Decl., Ex. S.

Later that day, QBE employee Chandrasekar emailed Borkar and Mirza Ali expressing confusion that CEO Rakesh had looped him in “out of the blue” and that he did not understand the context. Karseboom Decl., Ex. U. Chandrasekar referred to the prior emails received from “nitin.rakesh@mphasis.it.com” which came from Rojas impersonating CEO Rakesh. *Id.*

On April 12, 2025, Rojas emailed Kelly, Mphasis employees, and counsel, pasting what was labeled as “Legal Brief” and threatening that if he “catch[es] any of you on the street... just know [he’ll] hold you accountable to the fullest extent of the law.” Karseboom Decl., Ex. V.

Despite being repeatedly asked to stop impersonating CEO Rakesh, Rojas wrote on April 14, 2025 that “there's no law that says you can't use someone's name.” Karseboom Decl., Ex. W. The email was again sent to QBE employee Nayak, Brad Kelly, Mphasis employees, and counsel. *Id.*

On April 14, 2025, Greg Kelly of Archer Hall, the Digital Forensic Service Provider retained by Mphasis, submitted a request to GoDaddy to take down mphasis.it.com as the website used Mphasis' logo and engaged in trademark infringement. ECF No. 1, ¶ 75. Rojas' responded to GoDaddy's investigation by linking mphasis.it.com and alleged employer misconduct. *Id.* at ¶ 77. On April 16, 2025, GoDaddy informed Mphasis that the “reported content has been removed[,]” however only the logo was removed. *Id.* at ¶¶ 78-79.

On April 16, 2025, Rojas forwarded GoDaddy's determination to Brad Kelly asking what Kelly charged for his services and writing “Nice moves, Mphasis. And here I thought Kamasutra was complex.” Karseboom Decl., Ex. Y. The next day, writing to Mphasis employees, Kelly, and

counsel, Rojas alleged that the Complaint filed against him was in retaliation, that he was in France, and would address the matter on his return. *Id.*

Also on April 17, 2025, Rojas emailed Kelly and counsel alleging that Paragraph 35 of the Complaint was “categorically false[.]” and attaching an email thread meant to show that it was Waghmode who sent the PowerPoint to Rojas’ personal email address. Karseboom Decl., Ex. Z. However, the attachment clearly showed that Rojas sent it to his personal email address from his Mphasis email address, not Waghmode. *Id.*; Karseboom Decl., Ex. E.

On April 17, 2025, Brad Kelly went to Rojas’ New York City apartment as previously agreed upon with Rojas to collect the laptop. Karseboom Decl., Ex. AA. Rojas was not present. *Id.*

Later that day, at 12:09 p.m., Rojas wrote to counsel by email “[t]o be clear: the laptop in question belongs to QBE, not Mphasis. As such, a court order is required to retrieve it from me.” Karseboom Decl., Ex. BB.

On April 21, 2025, Rojas emailed Mphasis employees, Brad Kelly, QBE employee Andrew Horton, and counsel from “legal@mphasis.cloud,” yet another spoof email account impersonating the Mphasis Legal Department. Karseboom Decl., Ex. CC.

On April 22, 2025, the undersigned informed Rojas to cease communications with Mphasis employees as Mphasis is represented by counsel after receiving an email from “Legal Hindu,” with the email address “legal@mphasis.nyc.” Karseboom Decl., Ex. DD. The email was addressed to counsel, QBE employees, Brad Kelly, and Mphasis employees and alleged that Mphasis “misrepresented the facts” and that Mphasis had until the end of the week to “do the right thing.” *Id.*

Again on April 22, 2025, Rojas sent another email to Mphasis employees, QBE employees, and counsel from legal@mphasis.cloud, asserting rebuttals to the Complaint. Karseboom Decl., Ex. EE. The undersigned again informed him that Mphasis is represented by Counsel and Mphasis would seek legal remedies if he did not cease contacting them. *Id.* In response, Rojas wrote “[d]o what you need to do, Counselor.” *Id.*

On April 22, 2025, the Court authorized Mphasis to serve Rojas with the Complaint by email to rojas.albert@gmail.com in lieu of personal service. ECF No. 10. That same day, Rojas was served with the Summons and Complaint by email. Karseboom Decl., Ex. FF.

On April 24, 2025, Rojas emailed the undersigned from “legal@mphasis.cloud” writing that “it’d be pretty embarrassing for them if I somehow pulled client data, protected info, or trade secrets off their network[,]” with a laughing emoji. Karseboom Decl., Ex. II.

On April 25, 2025, Rojas sent the confidential PowerPoint to Mphasis employees again, from “legal@mphasis.cloud,” adding that he was “sharing this openly with Mphasis and QBE employees for full transparency and to help guide Mphasis’s legal team toward a more fact-based, constructive approach.” Karseboom Decl., Ex. JJ.

On April 29, 2025, Rojas, again from “legal@mphasis.cloud,” emailed that his new website, QBE.world, is live and “actively maps mphasis.cloud, mphasis.nyc, and mphasis.it.com.” Karseboom Decl., Ex. KK. This email was sent to Mphasis and QBE employees. *Id.* Rojas is now spoofing an Mphasis client, QBE.

Also on April 29, 2025, the undersigned offered to have a courier pick up the QBE-issued laptop for which Rojas was requesting a return label, but Rojas declined. Karseboom Decl., Ex. LL. Mphasis sent a box and return label to Rojas’ apartment as per his instructions that same day. Karseboom Decl., Ex. MM.

On April 30, 2025, Rojas refused to return the laptop in the method he requested just the day prior. *Id.* In fact, as of April 30, 2025, Rojas has refused to return the laptop at all, writing “[t]his laptop is not merely a returnable asset—it is material evidence in an active controversy involving serious data security and compliance failures by both Mphasis and QBE.” *Id.*

Also on April 30, 2025, Rojas emailed a document titled “Motion\_to\_Compel\_QBE\_Label\_FULL\_PACKAGE” to Mphasis counsel, QBE employees, and QBE’s legal team. Karseboom Decl., Ex. NN. No such document was filed with the Court. The 92-page document seemingly seeks relief from a non-party, QBE, including a shipping label to return the laptop, which had already been provided. *Id.* at p. 3; *see also* Karseboom Decl., Ex. MM. The document also purports to respond to the Complaint and also to a motion for temporary restraining order, though no such relief had been requested by Mphasis at that time. Karseboom Decl., Ex. NN.

Also on April 30, 2025, Rojas sent three more emails with attachments to Mphasis’ counsel including “filings” with the Court. Karseboom Decl., Exs. OO-QQ.

### **III. ARGUMENT**

#### **A. Legal Standard**

To obtain a temporary restraining order and preliminary injunction, a party “must show (1) irreparable harm; (2) either a likelihood of success on the merits or both serious questions on the merits and a balance of hardships decidedly favor the moving party; and (3) that a preliminary injunction is in the public interest.” *N. Am. Soccer League, LLC v. United States Soccer Fed’n, Inc.*, 883 F.3d 32, 37 (2d Cir. 2018); *see also Local 1814, Int’l Longshoremen’s Ass’n v. New York Shipping Ass’n*, 965 F.2d 1224, 1228 (2d Cir. 1992) (observing that the standards governing a temporary restraining order are the same as those governing a preliminary injunction).

#### **B. Irreparable Harm**

To establish irreparable harm, the moving party must show “injury that is neither remote nor speculative, but actual and imminent and that cannot be remedied by an award of monetary damages.” *New York v. U.S. Dep’t of Homeland Sec.*, 969 F.3d 42, 86 (2d Cir. 2020). Courts will presume irreparable harm where a former employee possesses a company’s confidential information, with the Second Circuit holding that a “trade secret once lost is, of course, lost forever” and therefore the loss “cannot be measured in money damages.” *FMC Corp. v. Taiwan Tainan Giant Indus. Co.*, 730 F.2d 61, 63 (2d Cir. 1984). Moreover, “an anticipated loss of market share growth may suffice as an irreparable harm.” *Freedom Holdings Inc. v. Spitzer*, 408 F.3d 112, 114-15 (2d. Cir. 2005). Importantly, “[t]he standard for preliminary injunctive relief requires a *threat* of irreparable harm, not that irreparable harm already have occurred.” *Mullins v. City of New York*, 626 F.3d 47, 55 (2d Cir. 2010).

There is no dispute that Rojas possesses Mphasis’ confidential information. Rojas admitted that he sent a confidential PowerPoint for client QBE to his personal email addresses and downloaded the PowerPoint to his personal computer. Rojas also forwarded that PowerPoint and work he had done for both QBE and another client, Charles Schwab, from his personal computer and email address to Mphasis employees after his termination. Critically, Mphasis is a start-up company attempting to establish a market in a developing industry. *See Coastal Distrib., LLC v. Town of Babylon*, No. CV 05-2032 U.S. Dist. LEXIS 40795 (E.D.N.Y. July 15, 2005) (concluding that plaintiffs will suffer irreparable injury based on the loss of goodwill, future contracts and market opportunities by virtue of their status as start-up companies in the market).

Likewise, irreparable harm should be presumed based on the loss of customer and vendor relationships Mphasis will suffer if Rojas is not enjoined. *See Johnson Controls, Inc. v. A.P.T. Critical Sys.*, 323 F. Supp. 2d 525, 532-33 (S.D.N.Y. 2004) (“Irreparable harm to an employer

may . . . result where an employee has misappropriated trade secrets or confidential customer information, including pricing methods, customer lists and customer preferences.”) The loss of these customer and vendor relationships and goodwill cannot adequately be compensated by monetary damages. *See Ticor Title Ins. Co. v. Cohen*, 173 F.3d 63, 69 (2d Cir. 1999); *Velo-Bind, Inc. v. Scheck*, 485 F. Supp. 102, 109 (S.D.N.Y. 1979). Rojas has made disparaging comments about Mphasis to employees of its client, QBE, by email. See Karseboom Decl., Exs. R, S, U. Clients expressed concern about the emails as Rojas was impersonating CEO Rakesh. *Id.* Rojas’ behavior has already led to loss of goodwill and trust between clients and Mphasis.

In addition, Rojas has threatened to use the laptop to disseminate trade secrets and use it as evidence in the action herein. Karseboom Decl., Exs. II & MM.

Moreover, Rojas signed a Non-Disclosure Agreement, wherein he agreed that he shall not “copy, distribute, disclose, sell, commercially exploit or otherwise make use of Confidential Information[.]” Karseboom Decl., Ex. B. Rojas further acknowledged that a “violation in any material respect of [the Non-Disclosure Agreement] would cause the Company and/or its Customers irreparable injury of which it would have no adequate remedy at law, and, in the event of any such violation, the Company will be entitled to preliminary and other injunctive relief[.]” *Id.* Courts have found these types of contractual provisions highly persuasive when analyzing whether a party has suffered irreparable harm. *See Ticor Title Ins.*, 173 F. 3d at 69 (commenting that contractual provision stipulating that breach of a post-employment restrictive covenant will cause irreparable harm “might arguably be viewed as an admission” in upholding a permanent injunction of an employment contract); *Alpha Capital v. Advanced Viral Res. Corp.*, 2003 WL 328302, at \*5 (S.D.N.Y. Feb. 11, 2003).

Under these circumstances, it is plain that Mphasis will suffer irreparable harm if this Court does not grant injunctive relief.

**C. Mphasis is Likely to Succeed on the Merits of Its Claims**

To show a likelihood of success on the merits for the purposes of a preliminary injunction, the moving party need only show a *prima facie* case, not prove its case in full. *Black v. Cakor Rest., Inc.*, 2022 U.S. Dist. LEXIS 226293, at \*11 (S.D.N.Y. Dec. 15, 2022). Here, Mphasis can illustrate a *prima facie* showing of success on the merits for each of the causes of action in its Complaint.

**1. Misappropriation of trade secrets in violation of the Defend Trade Secrets Act (“DTSA”) pursuant to 18 U.S.C. § 1831, et seq.**

Mphasis seeks a temporary restraining order and preliminary injunction pursuant to the federal Defend Trade Secrets Act, 18 U.S.C. §1836(b)(3)(A) (“DTSA”). Under the DTSA, to succeed on a claim for misappropriation, plaintiff must show “an unconsented disclosure or use of a trade secret by one who (i) used improper means to acquire the secret, or (ii) at the time of disclosure, knew or had reason to know that the trade secret was acquired through improper means, under circumstances giving rise to a duty to maintain the secrecy of the trade secret, or derived from or through a person who owed such a duty.” *Free Country Ltd v. Drennen*, 235 F.Supp. 3d 559, 565 (S.D.N.Y. 2016). The DTSA defines a “trade secret” to include:

[A]ll forms and types of financial, business, scientific, technical, economic, or engineering information, including patterns, plans, compilations, program devices, formulas, designs, prototypes, methods, techniques, processes, procedures, programs, or codes, whether tangible or intangible, and whether or how stored, compiled, or memorialized physically, electronically...or in writing, if (A) **the owner thereof has taken reasonable measures to keep such information secret;** and (B) the information derives independent economic value, actual or potential, from not being generally known to, and not being readily ascertainable through proper means by, another person who can obtain economic value from the disclosure or use of the information.

*Id.* (emphasis added). "Confidential proprietary data relating to pricing, costs, systems, and methods are protected by trade secret law." *Jasco Tools, Inc. v. Dana Corp.* ("In re Dana Corp."), 574 F.3d 129, 152 (2d Cir. 2009).

Efforts to restrict access to trade secrets, such as requiring employees to execute confidentiality acknowledgments and emphasizing the need to keep information confidential in the employee handbook have been deemed reasonable measures towards the protection of trade secrets. *Loandepot.com, LLC v. CrossCountry Mortg., LLC*, 2023 U.S. Dist. LEXIS 100230, at \*15 (S.D.N.Y. Jun. 8, 2023). Mphasis required Rojas to sign multiple agreements regarding non-disclosure and information security when he was hired. Rojas executed an IT Systems Access and Control Authorization Agreement and Acceptable Use Agreement (the "Authorization Agreement") on October 19, 2024, wherein he agreed that he was given access to confidential information "as a necessary privilege in order to perform [his] authorized job functions." Karseboom Decl., Ex. A. Rojas further agreed that he "will treat all information maintained on these computer systems as strictly confidential and will not disclose such information to any unauthorized person or source[]" and that he "shall not use unofficial or personal computing/storage devices for processing/storing company information[]" and that he is "not authorized to use/store company information on portable/social media . . . without prior written approval from Chief Risk Office" ("CRO"). *Id.*

Rojas sent the QBE PowerPoint to his personal email address unauthorized and knew it was unauthorized. Rojas has made it clear he has other confidential information on his personal email accounts and devices as he continues to forward them to Mphasis and QBE employees as well as counsel. Further, Rojas threatened to disseminate trade secrets when he wrote "it'd be

pretty embarrassing for them if I somehow pulled client data, protected info, or trade secrets off their network[,]" Karseboom Decl., Ex. II.

Here, it is clear that Mphasis established that Rojas disclosed trade secrets without Mphasis' consent, trade secrets which he had used improper means to acquire when he forwarded the secrets to his personal email and downloaded it to his personal computer, Mphasis exercised reasonable measures to protect the trade secrets, and Rojas had a duty to maintain the secrecy of the trade secrets.

**2. Misappropriation of trade secrets in violation of New York common law**

Mphasis is also likely to succeed on its claim for misappropriation of trade secrets and confidential information under New York common law. To prevail on this claim, Mphasis must show "(1) that it possessed a trade secret, and (2) that the defendant used that trade secret in breach of an agreement, confidential relationship or duty, or as a result of discovery by improper means." *N. Atl. Instruments, Inc. v. Haber*, 188 F.3d 38, 43-44 (2d Cir. 1999); *see also Banner Indus. Of N.E. v. Wicks*, 631 Fed.Appx. 79, 79 (2d Cir. 2016).

"A trade secret is any formula, pattern, device or compilation of information which is used in one's business, and which gives the owner an opportunity to obtain an advantage over competitors who do not know or use it." *N. Atl. Instruments, Inc.*, at 44. New York Courts have considered the following factors when determining whether information constitutes a trade secret: "(1) the extent to which the information is known outside of the business; (2) the extent to which it is known by employees and others involved in the business; (3) the extent of measures taken by the business to guard the secrecy of the information; (4) the value of the information to the business and its competitors; (5) the amount of effort or money expended by the business in developing the information; and (6) the ease or difficulty with which the information could be properly acquired

or duplicated by others.” *Faiveley Transp. Malmö 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. Breach of duty of loyalty**

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*

*Americas, Inc. v. Allen*, 2022 U.S. Dist. LEXIS 54398, at \*45 (S.D.N.Y. Mar. 24, 2022). This duty “exists as well after the employment is terminated as during its continuance.” *Byrne*, 268 N.Y. at 206. Here, Rojas used confidential knowledge acquired through his work with Mphasis and posted it on his two public websites and sent it to Mphasis and QBE employees as well as counsel resulting in the loss of trust in Mphasis by its clients. Further, Rojas has offered his services to QBE instead of Mphasis while disparaging Mphasis’ work product. Karseboom Decl., Ex. HH.

#### **4. Conversion & breach of contract**

To establish a cause of action for breach of contract under New York law, a plaintiff need allege only: "(1) the existence of an agreement; (2) adequate performance of the contract by the plaintiff; (3) breach of contract by the defendant; and (4) damages." *Harsco Corp. v. Segui*, 91 F.3d 337, 348 (2d Cir. 1996). Conversion is the unauthorized assumption and exercise of the right of ownership over goods belonging to another to the exclusion of the owner's rights. *Transcience Corp. v. Big Time Toys, LLC*, 50 F.Supp. 3d 441, 456 (S.D.N.Y. Sept. 23, 2014). When the original possession by a defendant is lawful, a plaintiff must make a demand for the converted property and the possessor must refuse. *Id.*

The Non-Disclosure Agreement between Mphasis and Rojas specifies that “at the time of termination . . . [Employee shall] return to the Company all Confidential Information, including copies on paper, hard drive, disk, tape or any other relevant information/data in any other form.” Mphasis has requested both the QBE-issued laptop and all confidential information in Rojas’ possession and he has failed to comply. Additionally, Rojas has refused to return the laptop to Mphasis without a court order and continues to request a FedEx label to return it, despite the laptop being located in New York and Rojas being in France. Karseboom Decl., Ex. BB. When Mphasis complied and sent a Fedex box and prepaid return shipping label, Rojas again moved the goalposts and identified that the laptop is not a returnable asset. Karseboom Decl., Ex. MM. Further, it is

clear that Rojas maintains confidential information in his personal email account and on his personal computer and has not destroyed it.

The ISMS Training informed employees that they should not “share official data with personal email” and that emailing business information to personal email addresses could result in data loss. Karseboom Decl., Ex. C. Emails show that Rojas sent the QBE PowerPoint and Charles Schwab files to his personal email address and downloaded them to his personal computer. Karseboom Decl., Ex. E. Therefore, Mphasis is likely to establish a *prima facie* case of conversion and breach of contract on the merits.

**5. Violation of the Computer Fraud and Abuse Act pursuant to 18 U.S.C. § 1030, et seq.**

The Computer Fraud and Abuse Act (“CFAA”) makes it a criminal act to intentionally “exceed authorized access” to a computer and “thereby obtain . . . information from any protected computer.” 18 U.S.C. § 1030(a)(2)(C); *Sewell v. Bernardin*, 795 F.3d 337, 339-40 (2d Cir. 2015). The statute allows for a civil cause of action to “[a]ny person who suffers damage or loss by reason of a violation[.]” of the CFAA. 18 U.S.C. § 1030(g).

While Rojas had authorized access to the QBE-issued laptop while he was employed, he exceeded authorized access when he obtained confidential information from it and forwarded it to his personal email address and downloaded it to his personal computer. Mphasis suffered a loss when Rojas shared it with those who did not have access and created two public websites, damaging the reputation of Mphasis. Further, he continues to impersonate the CEO of Mphasis as well as the Legal Department of Mphasis to Mphasis employees and clients. *See* Karseboom Decl., Exs. CC-EE.

**6. Defamation Per Se**

It has long been the law in New York that a defamatory statement that is a direct attack upon the business, trade or profession of the plaintiff is considered defamation 'per se[.]' *Celle v. Filipino Reporter Enters. Inc.*, 209 F.3d 163, 179 (2d Cir. 2000) (quoting *Yesner v. Spinner*, 765 F. Supp. 48, 52 (E.D.N.Y. 1991)). Similarly, "[w]here a statement impugns the basic integrity or creditworthiness of a business, an action for defamation lies and injury is conclusively presumed." *Celle*, 209 F.3d at 179. While a corporation must normally establish special damages in defamation *per se* cases, where a defendant's written statement is intended for the purpose of injuring the business' reputation, the plaintiff corporation need not prove special damages. *First Nat'l Bank v. Winters*, 225 N.Y. 47, 52 (1918).

Here, Rojas' public websites contain statements that constitute defamation *per se*. His website, [www.mphasis.it.com](http://www.mphasis.it.com), suggests gaps in compliance by Mphasis or that Mphasis was not assisting clients in mitigating IT vulnerabilities. Karseboom Decl., Exhibit GG. Rojas put a photo of CEO Nitin Rakesh at the top of the web page and attributed a quote by him that "[a] senior technologist [Rakesh] personally welcomed on his first day at the Mphasis Madison Avenue office in New York was wrongfully terminated after raising protected whistleblower concerns- including security risks, denial of standard resources, and reporting age-related harassment." *Id.* In addition, Rojas has continued to email QBE employees, alleging that Mphasis has engaged in misconduct and risked its clients' security, who have raised concerns to Mphasis about his conduct. Attributing whistleblower concerns and security risks to the CEO of a technology company that handles confidential and proprietary information of its clients is extremely damaging to its reputation and its ability to secure clients.

**D. The Public Interest Will Be Served By Granting Injunctive Relief**

The public interest is served by discouraging practices aimed at surreptitiously acquiring trade secrets [and] by prohibiting misappropriation of trade secrets[.]” *Avery Dennison Corp. v. Kitsonas*, 118 F.Supp. 2d 848, 855 (2000). The public interest is also served by preventing potential ransomware attacks or selling technology for unlawful purposes which is a serious threat of harm in this case.

Rojas admitted in his emails to Mphasis that the first website, <https://myphasis.nyc>, inadvertently sent out phishing emails and had to be taken down. Rojas continues to use an email address impersonating the CEO sending emails to both Mphasis and QBE employees. Rojas has not identified any safeguards to avoid these “inadvertent” phishing emails. Clearly, his websites are dangerous to the general public and he has failed to place any security measures to protect against any further phishing emails.

**IV. CONCLUSION**

For the foregoing reasons, Defendants request that Plaintiff’s Complaint be dismissed, and any other relief the Court deems appropriate.

Dated: New York, New York  
April 30, 2025

Respectfully submitted,

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