

UNITED STATES DISTRICT COURT SOUTHERN DISTRICT OF NEW YORK

Mphasis Corporation,) Plaintiff,)) Case No. 25-cv-3175 v.)) Albert Rojas,) Defendant.)

ENHANCED WHISTLEBLOWER DEFENSE, TRADEMARK RESPONSE, AND COUNTERCLAIMS

Defendant Albert Rojas ("Defendant"), appearing pro se, respectfully supplements his Answer to Plaintiff Mphasis Corporation's ("Mphasis") Complaint dated April 16, 2025, with the following enhanced argument addressing whistleblower protections, refuting trademark infringement claims, and asserting counterclaims:

See Heckler v. Cmty. Health Servs. of Crawford Cty., Inc., 467 U.S. 51, 59 (1984) (equitable estoppel applies where one party's conduct **induces reliance** to the other party's **detriment**).

See also Kosakow v. New Rochelle Radiology Assocs., 274 F.3d 706, 725 (2d Cir. 2001) (applying equitable estoppel to prevent a party from asserting a right where **misleading conduct** caused reliance).

As in **Kosakow**, where misleading conduct estopped a party from enforcing strict compliance, Mphasis's directive that Defendant use personal devices—and subsequent blocking of his emails—created reliance and detriment, barring them from now asserting those same policies against him.

I. WHISTLEBLOWER PROTECTION UNDER NYLL § 740 AND THE FIRST AMENDMENT

1. Defendant's creation of the websites mphasis.nyc, mphasis.it.com, and mphasis.cloud constitutes protected whistleblower activity under New York Labor Law § 740 and the First Amendment to the United States Constitution.
2. These websites were noncommercial, intended solely for public-interest disclosure, and contained clear disclaimers, including:

"This is not an official Mphasis site. This site contains protected disclosures made pursuant to NYLL § 740 and other applicable laws. All information shared is for documentation, research, and public accountability."

3. Defendant launched these sites only after Mphasis terminated his employment and ignored his multiple internal escalations, including formal complaints to the Ethics and Compliance Office and Whistleblower channels, regarding serious governance and security failures.

4. Defendant's disclosures included: a. Mphasis's failure to provide domain-joined laptops, thereby preventing secure access to compliance systems. b. Retaliatory termination after Defendant raised concerns about unencrypted access to Mphasis portals and misuse of GenAI models. c. QBE's internal access policy violations, exposing Mphasis and client systems to third-party risks.
5. Plaintiff's deliberate obstruction of Defendant's lawful attempts to disclose material compliance concerns bars its claims under the doctrines of unclean hands and equitable estoppel. After Defendant raised credible issues regarding security failures and discriminatory practices, Mphasis employees and legal counsel systematically blocked his corporate email access, as confirmed by multiple rejection notices (see Exhibits J and K). Such calculated interference constitutes unclean hands, disqualifying Plaintiff from equitable relief. See *Precision Instrument Mfg. Co. v. Auto. Maint. Mach. Co.*, 324 U.S. 806, 814 (1945) ("[He] who comes into equity must come with clean hands.").

Faced with this obstruction, Defendant had no reasonable avenue to report internal misconduct except by escalating disclosures directly to Mphasis CEO Nitin Rakesh through mimicked domains—a method necessitated solely by Plaintiff's intentional suppression of standard communication channels. This escalation is protected under the Defend Trade Secrets Act (DTSA), 18 U.S.C. § 1833(b), which provides immunity for individuals disclosing trade secrets when reporting violations of law to supervisors or in legal proceedings.

Further, Defendant's actions are shielded by the anti-retaliation provisions of both the Sarbanes-Oxley Act, 18 U.S.C. § 1514A (prohibiting retaliation against employees for reporting fraud or violations of SEC rules), and the Dodd-Frank Act, 15 U.S.C. § 78u-6(h) (protecting whistleblowers who provide information regarding violations of securities laws or regulations). Plaintiff's retaliatory conduct—including email suppression and termination—constitutes clear violations of these statutes, further barring their claims.

Moreover, Plaintiff's counsel, Kimberly R. Karseboom, explicitly stated on April 17, 2025, that she would communicate solely through Defendant's personal email (rojas.albert@gmail.com), yet by April 20, 2025, Plaintiff blocked that very address. See Exhibit (K). This manipulation invokes equitable estoppel, preventing Plaintiff from asserting misconduct where it induced Defendant's reliance and then obstructed his compliance efforts. See *Heckler v. Cmty. Health Servs. of Crawford Cty., Inc.*, 467 U.S. 51, 59 (1984).

Plaintiff's suppression of internal reporting mechanisms, compounded by its discriminatory practices, justified and necessitated Defendant's alternative communications. To frame these as malicious disregards statutory whistleblower protections and rewards Plaintiff's wrongful conduct.

6. Under NYLL § 740, Defendant's reporting of these compliance gaps constitutes protected activity. Mphasis's termination of Defendant and subsequent lawsuit represent retaliatory acts prohibited by law.

II. TRADEMARK USE IS PROTECTED FAIR USE AND PARODY

See Rogers v. Grimaldi, 875 F.2d 994, 999 (2d Cir. 1989) (**Second Circuit** standard that protects artistic or expressive works using trademarks, provided the use is **not explicitly misleading**).

See also Cliffs Notes, Inc. v. Bantam Doubleday Dell Pub. Grp., Inc., 886 F.2d 490, 495 (2d Cir. 1989) (recognizing **parody protections** even where trademarks are used, because parody is inherently a form of commentary and critique).

Similarly, Defendant's use of Mphasis's name in whistleblower websites—clearly critical and noncommercial—is akin to the protected parody in **Cliffs Notes**, reinforcing that these disclosures are lawful expressions under **Second Circuit** precedent.

7. Plaintiff's claims of trademark infringement are without merit. The use of the "Mphasis" name and logo on Defendant's websites qualifies as nominative fair use and parody, as established in *Rogers v. Grimaldi*, 875 F.2d 994 (2d Cir. 1989).
8. The sites did not operate commercially, did not offer competing services, and contained clear disclaimers negating any likelihood of confusion.
9. Defendant's use of alternative domain names (e.g., mphasis.cloud) served solely to document whistleblower concerns, not to mislead or impersonate. The content was critical of Mphasis and made no attempt to pass off as the official company.
10. Defendant further contends that: a. The domains were voluntarily taken offline after Plaintiff's request. b. The emails sent from parody domains were contextually obvious critiques and did not constitute spoofing under federal law. c. Defendant has preserved evidence to prove that these disclosures were factual and necessary for public accountability.

III. COUNTERCLAIMS

11. Retaliatory Termination – NYLL § 740: Mphasis terminated Defendant in bad faith after he raised protected compliance concerns, including unencrypted access to Mphasis portals via third-party networks and misuse of GenAI models.
12. Defamation: Mphasis knowingly made false claims in a public court filing, accusing Defendant of impersonation, theft, and misconduct without basis, causing reputational damage and emotional distress.
13. Intentional Infliction of Emotional Distress: Mphasis escalated a workplace access issue into a federal lawsuit replete with inflammatory, false allegations, all while denying basic workplace equipment and exposing Defendant to humiliation and job loss.
14. Declaratory Judgment (28 U.S.C. § 2201): Defendant seeks a judicial declaration that mphasis.nyc, mphasis.it.com, and mphasis.cloud are lawful whistleblower sites protected

by the First Amendment and NYLL § 740, and do not constitute trademark or trade secret violations.

V. PRAYER FOR RELIEF

WHEREFORE, Defendant respectfully requests that the Court:

1. Dismiss Plaintiff's Complaint in its entirety with prejudice;
2. Enter judgment for Defendant on all Counterclaims;
3. Award compensatory and punitive damages;
4. Reinstate Defendant or grant an equivalent equitable remedy under NYLL § 740;
5. Declare the websites in question lawful and protected speech;
6. Award attorneys' fees and costs, if counsel is retained;
7. Grant such other and further relief as the Court deems just.

Respectfully submitted,

Albert Rojas (pro se) 319 West 18th Street, 3F New York, NY 10011 [rojas.albert@gmail.com]
[646-866-1669] Dated: April 22, 2025

Albert Rojas (signature)

EXHIBIT (A) Oct 9, 2024 - Interview and Client Engagement Confirmation

Description:

Defendant was interviewed and hired by QBE, under the Mphasis umbrella, to remediate Accenture's failed implementation of the Legal NDA decoding pipeline—a critical system that had fallen short of delivery expectations.

From: A R rojas.albert@gmail.com

Subject: **Date:** [Thank You!] Albert Rojas - Client Interview

October 9, 2024 at 11:15 pm

To: anwar.xl@mphasis.com, arul.a@mphasis.com, dilip.nayak@qbe.com, jitendra.borkar@mphasis.com, koustav.bhar@qbe.com, arojas@nist.ai, A R rojas.albert@gmail.com

Dear Dilip and Koustav,

It was a pleasure meeting you virtually and sharing stories. Your GenAI project aligns closely with my experience addressing 10-K/OFAC compliance and data policy NIST and ISO risk postures for top global enterprises. I appreciate the chance to discuss my recent AI Health work in decoding clinical language with GenAI and hybrid search embeddings. I'm both excited and humbled to join your team.

Sincerely,
Al Rojas

Attachments

Albert Rojas.docx

Albert Rojas - Client Interview

Wednesday Oct 9, 2024 · 3:30pm – 4:30pm (Eastern Time - New York)

Location

Microsoft Teams Meeting

Guests

Arul A - organizer

A R - creator

dilip.nayak@qbe.com

koustav.bhar@qbe.com

Anwar X - optional

Jitendra Borkar - optional

EXHIBIT (B): Oct 31 – Dec 17, 2024

INFRASTRUCTURE DENIAL & SYSTEMIC COMPLIANCE FAILURE

Description:

Mphasis deliberately denied Defendant Albert Rojas access to critical infrastructure—a corporate-issued laptop—compromising his ability to comply with both Mphasis and client (QBE) security protocols. Despite being held accountable for policies and data handling standards, Defendant was forced to rely on personal equipment, exposing sensitive information to unnecessary risk.

This infrastructure denial directly impeded Defendant's compliance, violating core principles of data protection enshrined in public regulations such as GDPR, CCPA, and NY SHIELD Act. This is precisely how public trust is undermined, and protected data becomes vulnerable—through unmitigated “trap doors” like this, where secure infrastructure is withheld while employees are still expected to handle sensitive data.

Key Correspondence:

- Oct 31, 2024: Arul A. (Mphasis HR) states, “Since you already got a client laptop, Mphasis IT team will not provide you an Mphasis laptop.”
- Dec 18, 2024: Jared Bulger (Mphasis Senior U.S. Administration Officer) confirms, “You can use personal machines, but you will be limited to WEB Version only... ONLY Mphasis domain-joined machines can use Desktop apps, which allow downloading and storing of Mphasis data.”

Despite being expected to handle sensitive Mphasis data, Defendant was denied the tools required to do so securely. Other similarly situated employees (e.g., Dean Forrest) were provided both QBE and Mphasis laptops, as evidenced in Forrest's admission on Dec 17, 2024: “I use my Mphasis laptop for [Mphasis emails]... Yes, I got a Mphasis Laptop and a separate QBE laptop.”

This disparity in resource allocation—forcing Defendant to operate without essential compliance infrastructure—constitutes a systemic compliance barrier. Defendant flagged these risks internally, elevating them to Mphasis's Office of Ethics, Compliance, and Whistleblower channels. These disclosures were protected under New York Labor Law §740, Sarbanes-Oxley, Dodd-Frank, and Defend Trade Secrets Act (DTSA) whistleblower provisions.

The denial of infrastructure and subsequent retaliatory termination for raising these issues form the nucleus of Defendant's whistleblower retaliation claims. Beyond internal policy violations, these failures expose broader systemic risks—demonstrating precisely how regulatory frameworks designed to protect public data (e.g., under GDPR, CCPA, NY SHIELD) are breached. If left unchecked, such failures open the door to public harm, the very outcome whistleblower statutes seek to prevent.

This conduct supports Defendant's affirmative defenses (including unclean hands and equitable estoppel) and counterclaims for retaliatory termination, as codified under federal and state whistleblower laws.

From: Jared Bulger <Jared.Bulger@mphasis.com>
Sent: Wednesday, December 18, 2024 2:19 PM
To: Albert Rojas <Albert.Rojas@qbe.com>; Balwinder Singh <Balwinder.Singh@mphasis.com>; IND-EASE-L1 <IND-EASE-L1@mphasis.com>; US-WPS-NY <US-WPS-NY@mphasis.com>; Shannon Mostafazadeh <shannon.mostafazadeh@mphasis.com>
Cc: Albert Rojas <albert.rojas@mphasis.com>; Jitendra Borkar <Jitendra.Borkar@mphasis.com>; Gururaj Murthy <Gururaj.Murthy@mphasis.com>; Dean Forrest <Dean.Forrest@qbe.com>
Subject: RE: [External] FW: Mphasis Laptop ## REQ0134355

This email was sent from someone outside of QBE. Be cautious opening links and attachments. Use the 'Report Phishing' button if suspicious.

You can use personal machines, but you will be limited to WEB Version only. This has been an Mphasis CIO/CRO policy for at least 5 years. **ONLY Mphasis Domain Joined machines can use Desktop apps, which allow downloading and storing of Mphasis data.**

Regards,
Jared Bulger
Senior U.S. Administration Officer
Exhibit B (continued)

+1-332-255-9215 Office
+1-669-258-6076 Mobile
Jared.Bulger@mphasis.com
226 Airport Parkway, Suite 638
San Jose, CA 95110

From: Albert Rojas
Sent: Tuesday, December 17, 2024 12:13 PM
To: Jitendra Borkar <Jitendra.Borkar@qbe.com>; Nitin Bansode <Nitin.Bansode@mphasis.com>; 'shannon.berson@mphasis.com'; Jitendra Borkar <Jitendra.Borkar@mphasis.com>; Dean Forrest <Dean.Forrest@qbe.com>
Cc: Albert Rojas <albert.rojas@mphasis.com>
Subject: Mphasis Laptop
Hi Team,

I hope you're doing well. I'm unable to access Mphasis emails from QBE. I previously submitted a request for an Mphasis laptop while using my personal Mac, which I no longer have. Could you please arrange for the same setup as Dean? Please refer to his note below for details.

I would appreciate an update on the status of the Mphasis laptop when you have a chance. Thank you!

Best regards,

Al Rojas

[December 17, 2024 Dean Forest]

- Defendant 11:52am: Do you have a QBE laptop???
- **Dean Forest 11:52am: Yes**
- Defendant 11:52am: how do you access Mphasis emails from QBE laptop without downloading the Microsoft authenticator?
- **Dean Forest 11:52am: I don't have my Mphasis emails on my QBE machine. I use my Mphasis laptop for it.**
- Defendant Copy
- **Dean Forest 11:53am: I can access my Datalytx emails from my phone etc but Mphasis stuff strictly my Mphasis machine. Which is annoying but I've learned to live with having 2 laptops open most days.**
- Defendant 11:53am: so you got a Mphasis Laptop and a separate QBE laptop correct?
- **Dean Forest 11:54am: Yes My QBE laptop has applications which are native to this machine so even if I long via QRED (VCS session) using my Mphasis laptop I cannot access tools I need just basic stuff like microsoft office.**
- Defendant 11:53am: Copy Exactly! Thank you!
- Dean Forest 11:55 AM: no problem

From: Albert Rojas <albert.rojas@mphasis.com>

Sent: Thursday, November 21, 2024 7:24 PM

To: Jitendra Borkar <Jitendra.Borkar@mphasis.com>; Mirza Ali <ali.mm@mphasis.com>;

Shannon Mostafazadeh

<shannon.mostafazadeh@mphasis.com>

Subject: Re: Connect: QBE Feedback/ Ways of Working

Great!

Thank you for the email Jitendra. I'm truly grateful to be part of the Mphasis team.

Regarding item #1, I'll hold off on migrating the NIST.ai code to QBE until I hear from you and Mirza.

Hi @Mirza Ali, I'll be in London from Tuesday, Nov 26, through the end of the week. I have an all-day session with QBE on Wednesday,

Nov 27, but I'm available to meet at any time. Please let me know what works best for you.

Hi @Shannon Mostafazadeh, my comments are below, enclosed between <<>>.

Cheers!

Albert

From: Jitendra Borkar <Jitendra.Borkar@mphasis.com>

Sent: Thursday, November 21, 2024 4:30 PM

To: Albert Rojas <albert.rojas@mphasis.com>; Shannon Mostafazadeh

<shannon.mostafazadeh@mphasis.com>

Subject: RE: Connect: QBE Feedback/ Ways of Working

Hi Al, Shannon,

Thanks for your time on the call earlier. I have summarised key points:

1. QBE Client Feedback – Conveyed feedback received from QBE. Whilst recommendations from AI are welcome, the design decisions by the client need to be followed for further delivery. Also any code to be reused from AI's personal company needs to be agreed with both QBE and Mphasis. Jitendra and Mirza would be the first point of contact for this.

<<Copy>>

2. QBE Account Contact – The QBE account contacts are Mirza Ali (Global Client Partner – responsible for relationships and new business) and Jitendra Borkar (Delivery). Any QBE account updates related to potential opportunities, working with competitors of Mphasis, or current delivery to be flagged to them. They will take it further based on discussions with QBE stakeholders

<<Copy>>

3. Security Policy – The current working arrangement and usage of QBE laptops is common across all onshore team members. We appreciate you shared your security concerns about QBE, but it is now at the discretion of QBE whether they would like to take it forward.

<<google.com/search?q=Third-party+webportal+breaches+2024>>

Personal laptops are not to be used for accessing Mphasis email or applications. If AI would prefer a separate Mphasis laptop, that should be requested via the process advised earlier.

<<Could you please share the process for requesting an Mphasis laptop?>>

4. Travel to London/Morocco – The talk in Morocco is in AI's personal capacity. AI confirmed he is working in the week commencing 25th

Nov (in

London) and 2nd

Dec (in Morocco). Only 4th

Dec will be taken as Annual Leave <<Absence Request Approval>>

. AI has informed Dilip on this<<I'll be working in New York on Monday, Nov 25, and taking a red-eye flight to London. I'll be at the QBE offices starting Tuesday, Nov 26>>

Re

Jitendra

+44 7523277791

From: Albert Rojas <albert.rojas@mphasis.com>

Sent: Wednesday, November 20, 2024 11:59 PM

To: oec <oec@mphasis.com>; Whistleblower <Whistleblower@mphasis.com>

Cc: Albert Rojas <albert.rojas@mphasis.com>

Subject: Fw: [UPDATE Connect: QBE Feedback] FW: QBE Status - Search Index Exception

Dear Office of Ethics and Compliance and Whistleblower Team,

I hope this message finds you well.

Driving AI/ML Innovation for QBE

I am honored to support Mphasis and our client QBE with the technology I developed, as highlighted in The Good, Section 2 in my

email below Sent: Wednesday, November 20, 2024 11:32 PM. However, I want to formally note that the technology QBE is seeking to provision is not Open Source. I would greatly appreciate any insights or guidance regarding this matter.

Policy Compliance Reminder

During my first week of employment, our QBE sponsor's laptop crashed. This highlighted a critical concern: QBE's network should be further secured to prevent third-party access to their portals from inside QBE network. Security policies vary between organizations, and in the event of a breach, government audits of HTTPs connections are likely. To ensure compliance and mitigate risk, I access the Mphasis portal exclusively from my personal Mac until Mphasis provides a company-issued laptop.

I am humbled and grateful to be part of Mphasis and to contribute to QBE's initiatives. I look forward to your advisement on these matters.

Sincerely,
Al Rojas

From: Albert Rojas <albert.rojas@mphasis.com>

Sent: Wednesday, November 20, 2024 11:32 PM

To: Jitendra Borkar <Jitendra.Borkar@mphasis.com>; Shannon Mostafazadeh <shannon.mostafazadeh@mphasis.com>

Subject: Re: [UPDATE Connect: QBE Feedback] FW: QBE Status - Search Index Exception

I wanted to share some highlights and an important observation ahead of our 2 PM Connect: BE Feedback/Ways of Working session.

The Good

1. Streamlining Gen AI Onboarding:

I successfully presented and guiding the QBE team to replace the multi-page "Gen AI Onboarding document.docx" and its manual, multi-SNOW request process with the **Enterprise Infra Assistant (EIA)** chat service. Please find the details in the attached file:

"[External] FW_ Replace GenAI Onboarding Document with EIA Chat - Albert Rojas - Outlook.pdf"

2. Driving AI/ML Innovation for QBE:

Today, Dilip initiated collaboration with QBE Scotland (Stuart Melrose, Hybrid Cloud Engineering) to provision an Azure compute engine to host **OFAC.ai**, a platform I created to accelerate and transform AI/ML capabilities for global financial enterprises.

OFAC.ai ensures customers are not engaged in sanctioned activities.

Dilip expressed interest in applying this platform to insurance language processing.

Siddharth S. and Suyog Prabhu are aware of both OFAC.ai and NIST.ai, as well as our new sales colleague, Mike Meyer.

The Not So Good

Policy Compliance Reminder: Accessing Mphasis email on QBE's network violates the QBE Group Acceptable Use Policy (Page 10, Section r). The policy explicitly states:

"Use unauthorized third-party email services for exchanging business-related messages and information. Only the QBE-provided email system or other approved transmission tools may be used for transmitting information and files relevant to QBE's business."

For reference, I've attached an excerpt (QBE Group Acceptable Use Policy p10, r.png) and linked the full document [here](#).

This isn't just a concern for Mphasis; QBE should consider strengthening its network security against third-party entities like Accenture or others, as any organization would.

Attached Exhibits:

(A) Subject: RE: [External] Incident : INC0998747 - QBE & Mphasis emails, Thursday, October 31, 2024 2:53 PM

(B) Subject: RE: [External] Incident : INC0998747 - QBE & Mphasis emails, 31 October 2024 19:18

(C) Subject: Re: [Mphasis WVDI] QBE & Mphasis emails, Tuesday, November 12, 2024 3:08 PM

I'm excited about the progress we've made and look forward to discussing these items during our session. Thank you for the opportunity to contribute to these impactful initiatives!

Sincerely,
Albert Rojas

From: A R <rojas.albert@gmail.com>

Re: [Mphasis WVDI] QBE & Mphasis emails

Albert Rojas <albert.rojas@mphasis.com> **To:** Arul A <Arul.A@mphasis.com>, Jitendra Borkar <Jitendra.Borkar@mphasis.com>

Sent: Fri, Nov 1, 2024 at 9:40 PM

Copy that. During a live Zoom session (about 30 minutes ago) with Dilip, his laptop encountered a **blue screen error** and crashed. In my view, it would be prudent for QBE to tighten security policies. Contractors should not be accessing employee portals through QBE-issued laptops and web sessions, even if a network configuration oversight left this access open. In the event of a breach, QBE and regulatory bodies will likely audit all access logs, including web sessions.

Attached is a photo taken with my iphone during my session with Dilip.

Respectfully, Albert
From: Arul A <Arul.A@mphasis.com>

From: Arul A <Arul.A@mphasis.com>

Sent: Friday, November 1, 2024 4:04 PM

To: Albert Rojas <albert.rojas@mphasis.com>

Subject: RE: [Mphasis WVDI] QBE & Mphasis emails

Hi Albert,

Please loop me out on further email conversations, since Jitendra is your SPOC. Regards,
Arul. A

Global Strategic Resourcing (GSR) | Human Resources | Mphasis Corporate Support

From: Balwinder Singh <Balwinder.Singh@mphasis.com>

Sent: Friday, November 1, 2024 2:21 PM

To: Albert Rojas <albert.rojas@mphasis.com>; Jitendra Borkar <Jitendra.Borkar@mphasis.com>; Arul A <Arul.A@mphasis.com>

Cc: Velayutham Vedagiri <Velayutham.Vedagiri@mphasis.com>; Shannon Mostafazadeh <shannon.mostafazadeh@mphasis.com>

Subject: Re: [Mphasis WVDI] QBE & Mphasis emails

Albert

Please try it in different browser it should work.

Also Jitendra has already clarified on this yesterday.

Any further queries on policy please connect with your manager.

Thanks

Balwinder

Get Outlook for iOS

[Quoted text hidden]

Dilip QBE Blue Screen.jpeg

6545K

From: Arul A <Arul.A@mphasis.com>

Sent: Thursday, October 31, 2024 2:53 PM

To: Albert Rojas <albert.rojas@mphasis.com>; Jared Bulger <Jared.Bulger@mphasis.com>;

Velayutham Vedagiri

<Velayutham.Vedagiri@mphasis.com>; Jitendra Borkar <Jitendra.Borkar@mphasis.com>;

Balwinder Singh <Balwinder.Singh@mphasis.com>

Subject: RE: [External] Incident ; INC0998747 - QBE & Mphasis emails

Hi Albert,

Just want to keep you informed, since you already got client laptop, **Mphasis IT team will not provide you Mphasis laptop.**

Regards,

Arul. A

Global Strategic Resourcing (GSR) | Human Resources | Mphasis Corporate Support

This evidence confirms that Mphasis's actions structurally prevented compliance and directly contributed to the alleged operational conditions underlying this dispute.

EXHIBIT (C) Nov 1, 2024 - QBE sponsor's laptop crashed

Description:

Evidence showing how equipment failures within QBE further necessitated Defendant's compliance-related disclosures.

A R <rojas.albert@gmail.com>

Re: [Mphasis WVDI] QBE & Mphasis emails

Albert Rojas <albert.rojas@mphasis.com> To: Arul A <Arul.A@mphasis.com>, Jitendra Borkar <Jitendra.Borkar@mphasis.com>

Fri, Nov 1, 2024 at 9:40 PM

Copy that. During a live Zoom session (about 30 minutes ago) with Dilip, his laptop encountered a **blue screen error** and crashed. In my view, it would be prudent for QBE to tighten security policies. Contractors should not be accessing employee portals through QBE-issued laptops and web sessions, even if a network configuration oversight left this access open. In the event of a breach, QBE and regulatory bodies will likely audit all access logs, including web sessions. Attached is a photo taken with my iphone during my session with Dilip.

Respectfully, Albert

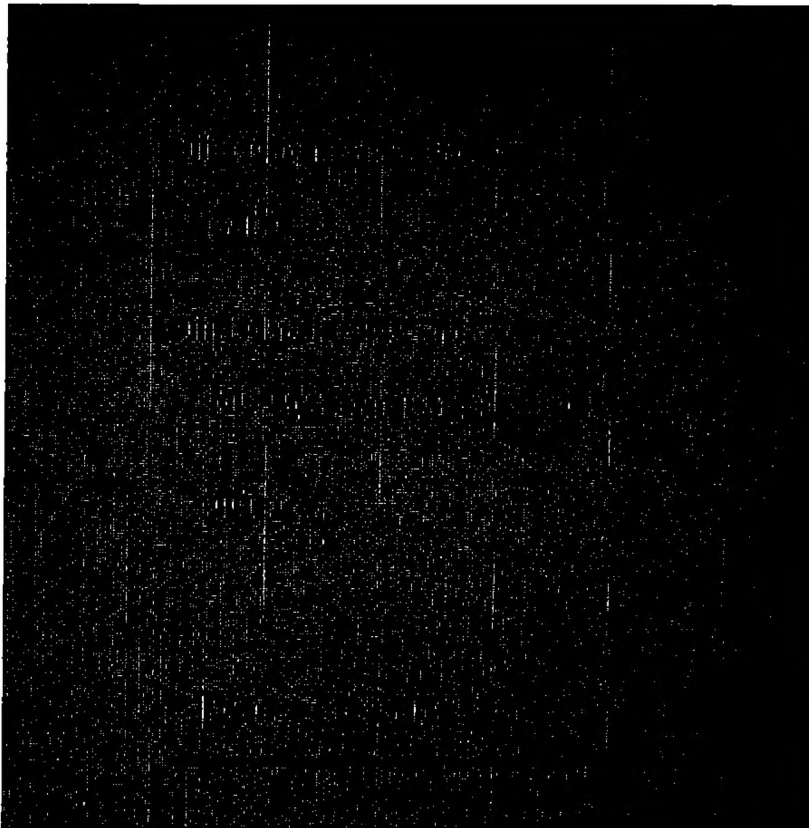


Exhibit (D) Feb 28 - Mar 7, 2025 – Mphasis-Induced Disclosure and Age-Based Hostility

Description: This exhibit illustrates that Plaintiff Mphasis Ltd., through its agent Ruturaj Waghmode, transmitted confidential QBE materials to Defendant's Mphasis-issued email account (albert.rojas@mphasis.com). Due to Mphasis's systemic failure to provide Defendant with standard corporate hardware—despite repeated requests—Defendant accessed these materials via his personal MacBook. This operational deficiency, created solely by Plaintiff, necessitated Defendant's forwarding of the QBE.pptx file to his personal email (rojas.albert@gmail.com) to perform his assigned duties.

This necessity, induced by Mphasis's own failure to furnish essential tools, estops Plaintiff from alleging misconduct regarding the handling of this file. Under the doctrine of equitable estoppel, as established in *Kosakow v. New Rochelle Radiology*, 274 F.3d 706, 725 (2d Cir. 2001), a party may not assert a claim where the opposing party reasonably relied on the conditions created by the claimant's conduct. Here, Defendant's reliance was reasonable and foreseeable, as Plaintiff placed him in a position where no alternative means to complete his assignments were available.

Moreover, as established in *Heckler v. Community Health Services*, 467 U.S. 51, 59 (1984), a party cannot claim injury from circumstances that its own conduct induced. Mphasis's operational failures directly led to the file forwarding at issue. Defendant acted in good faith under these imposed constraints.

Discriminatory Conduct and Hostile Work Environment: Beyond operational failures, Mphasis further targeted Defendant with discriminatory and hostile conduct, in violation of the Age Discrimination in Employment Act (ADEA), Title VII, and related statutes. Despite Defendant producing an 8-page strategic summary for the QBE engagement, his work was summarily dismissed without justification. This professional marginalization was compounded by age-based disparagement.

Specifically, on March 7, 2025, Waghmode escalated hostile behavior by displaying dinosaur imagery during a team session—a clear reference to Defendant's age (over 60). Courts have consistently recognized that age-related remarks, coupled with adverse employment actions, support claims of a hostile work environment and age discrimination. See *Fraser v. Fiduciary Trust Co. Int'l*, 417 F. Supp. 2d 310, 322 (S.D.N.Y. 2006) (finding that "even stray remarks" may be probative of discrimination when tied to adverse treatment).

Such conduct violates not only the ADEA but also the New York State Human Rights Law (NYSHRL) and New York City Human Rights Law (NYCHRL), which impose broader standards for hostile work environment claims. Plaintiff's conduct was neither isolated nor trivial—it reflected a sustained pattern of age-based marginalization and hostility.

Timeline of Key Events:

- 10:23 AM – Ruturaj Waghmode sends "QBE draft deck" to Defendant's Mphasis email.

- 11:01 AM – Defendant forwards the deck to his personal email to perform assigned tasks on non-issued equipment.
- Subsequent days – Defendant delivers significant strategic contributions, which Plaintiff disregards.
- March 7, 2025 – Waghmode displays dinosaur imagery during a team session, mocking Defendant's age.

Conclusion:

This **Exhibit (D) Feb 28 - Mar 7, 2025** is emblematic of the broader inequitable conduct at the core of Plaintiff's claims. Plaintiff Mphasis Corporation, through its own agent, initiated the transmission of confidential QBE materials to Defendant's Mphasis account, fully aware that Defendant lacked corporate-issued infrastructure to securely process such materials. The necessity for Defendant to forward the QBE.pptx file to his personal account arose solely from Plaintiff's operational failures, barring any claims of misconduct under the doctrines of equitable estoppel (*Kosakow v. New Rochelle Radiology*, 274 F.3d 706, 725 (2d Cir. 2001)) and unclean hands (*Precision Instrument Mfg. Co. v. Auto. Maint. Mach. Co.*, 324 U.S. 806, 814 (1945)).

Further, Plaintiff's escalation of hostile behavior—including the targeted display of dinosaur imagery in a professional setting—constitutes unlawful age-based harassment under the ADEA and substantiates Defendant's counterclaims for a hostile work environment (*Fraser v. Fiduciary Trust Co. Int'l*, 417 F. Supp. 2d 310, 322 (S.D.N.Y. 2006)). This conduct not only supports Defendant's age discrimination counterclaims under the ADEA, NYSHRL, and NYCHRL, but also demonstrates the retaliatory animus fueling Plaintiff's baseless allegations.

In alignment with Defendant's integrated legal defenses and counterclaims (MOTION RESPONSE 9), including statutory whistleblower protections (DTSA §1833(b), SOX §1514A, Dodd-Frank §78u-6(h), and NYLL §740), this exhibit directly reinforces the following relief requests:

- Dismissal of Plaintiff's DTSA and CFAA claims under statutory immunity and equitable estoppel.
- Entry of judgment for Defendant on counterclaims for retaliatory termination, discrimination, and emotional distress.
- Declaratory relief confirming Defendant's disclosures and evidentiary websites are protected under whistleblower laws and the First Amendment.
- An order compelling discovery into Mphasis's discriminatory provisioning, DLP inconsistencies, and QBE's post-termination reliance on Defendant's solutions, as outlined in Section IV of Motion Response 9.

Accordingly, **Exhibit (D) Feb 28 - Mar 7, 2025** substantiates Defendant's position that Plaintiff's claims are not only barred in law and equity but were manufactured in bad faith to

retaliate against protected disclosures. Defendant respectfully requests that the Court grant all relief enumerated in the Prayer for Relief of Motion Response 9.

.

----- Forwarded message -----

From: Albert Rojas <albert.rojas@mphasis.com>
Sent: Friday, February 28, 2025 11:01 AM
To: rojas.albert@gmail.com <rojas.albert@gmail.com>

Subject: Fw: QBE draft deck
From: Ruturaj Waghmode <ruturaj.waghmode@mphasis.com>
Sent: Friday, February 28, 2025 10:23 AM
To: Albert Rojas <albert.rojas@mphasis.com>
Subject: QBE draft deck

Regards,
Ruturaj
+1.650.507.9809

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QBE.pptx

Friday 17:33 Ruturai Waghmode

Hey

Friday 17:33 Defendant

Hey

Friday 17:33 Ruturai Waghmode

I put George's and a co-pilot version of the decks here Discovery engagement proposal see if you can access and create one which blends these 2 + Lucid pitch

Friday 17:34 Defendant

Copy...

Friday 18:02 Defendant

still the wrong slide. I even tried opening it in incognito mode to rule out any caching issues. you want your "QBE - George version" 2nd slide to look like this:

Friday 18:14 Ruturai Waghmode

Create your own

I don't like much of G slides



While possibly intended as a joke, Ruturaj shared images of dinosaurs during a screen-sharing session, which, given the context, seemed inappropriate and possibly ageist. This act appeared hostile and age-related, as I am over 50.

Leverage

Lucid flow

Friday 18:16 Defendant

Copy

Friday 21:37 Ruturaj Waghmode

Where you able to draft a better version?

While possibly intended as a joke, Ruturaj shared images of dinosaurs during a screen-sharing session, which, given the context, seemed inappropriate and possibly ageist. This act appeared hostile and age-related, as I am over 50.

Friday 21:45 Defendant

Of course-it's an art. I played a key role in building Oracle HQ's first CC recommendation engine (inverted index of incident histories) in redwood shores, where prompt return similar incidents during interactive sessions. I'm confident we can walk away from the meeting with a two-week paid engagement to establish a baseline and provide our recommendations.

Friday 22:36 Ruturaj Waghmode

Looking for the uplifted deck version if you have one

Friday 21:46 Defendant

Like I said, it's an art. I'll have it ready first thing Monday. I'd love to present this to QBE because I enjoy showing QBE that we know how to make all the moving parts work, especially AI-driven enhancements that ensure users always have the latest data during interactive CC sessions.

Saturday 14:34 Defendant

Open this using the 'Your Browser' option to activate the hyperlinks, especially on slide 5. I assume there's awareness that QBE is facing Contact Center challenges. This presentation has two key objectives

1. Mphasis understands how to make the moving parts work
2. As Sales Consultants, we are here to help

Still WIP...

The PPT, But the href links will not work unless you can download the PPT to your desktop. Still WIP lol

Saturday 14:44 Ruturai Waghmode

You've gone a few steps ahead Al

What we need for now is a 2-3 weeks workshop to collect data on call volumes, ops processes and tech stack

This proposal should come after this discovery

Right now we don't know enough to make it specific to QBE

Saturday 14:51 Defendant

Copy. This is a request for a two-week paid engagement to gather QBE Contact Center stats, conduct a review, a

sent our recommendations-great! The AI demo on slide 5 was just a quick showcase to demonstrate that v

understand how to make the moving parts work. We're here to help!

Even if we don't win this business, I'm confident the QBE team will reach out for the next opportunity because they'll

know we have the expertise to make everything run smoothly.

QBE is likely already collecting machine data (call volumes, operational processes). Our task will be to aggregate and leverage that data to optimize their contact center.

Saturday 14:57 Ruturai Waghmode

Unsure about what data they have

Leverage the Lucid slides

Saturday 14:58 Defendant

Great! That's exactly what I want QBE to realize. Collecting data is easy-it's how you use it that matters. At Mphasis, we're experts in not just gathering machine data but turning it into actionable insights. Had QBE done this, they wouldn't be facing their current contact center challenges.

(Ruturaj Waghmode 01/03/2025, 14:57 Unsure about what data they have) That's what the 2-week paid engagement is for.

(Ruturaj Waghmode 01/03/2025, 14:57 Leverage the Lucid slides) I can, but if this is a Discovery meeting, those Lucid slides are more suited for the We're Already Married meeting-where we're figuring out how to move in together. Just saying boss.

Saturday 15:04 Ruturai Waghmode

May be use the first few slides

Saturday 15:20 Defendant

If we're planning to present this at the QBE offices in London next week, I'd love to be there. I can meet you the next time you're in New York. As for presenting the Lucid slides, you already have them. I know the team at QBE—most likely, they won't understand the Lucid slides because if they did, they would have already taken action. Please let me know your thoughts, and I can coordinate with George in London next week.

Saturday 15:45 Ruturai Waghmode

This stakeholder is in Sydney

Saturday 16:39 Defendant

At the Sydney office or Teams?

If Teams, I would love to listen in. See you Tuesday in NY unless I hear otherwise.

Anna and I were working at the hotel and she invited me to her Paris show on March 6. I really think I should attend—it'll be a great net working opportunity for Mphasis. You know I love hunting for business, and the tech side comes naturally to me. I've been coding longer than anyone you have at Mphasis. I promise I'll fly back to New York right after the show. Let me know your thoughts.

One more point:

If we're uncertain about their data, that's even more reason to hold off on presenting the Lucid slides for now, sir. The two-week engagement may reveal that the CC software is functioning perfectly and that the issue lies in how QBE is using it—just like what happened with LLMs decoding NDAs. The LLM performed as designed; the problem was in how QBE was using it.

Respectfully,

Albert

Monday 21:56 Ruturai Waghmode

I created this QBE proposal deck Discover workshop proposal for QBE CCaaS transformation 2025.03.03.pptx

Monday 22:20 Defendant

The proposal deck includes Lucid (slide 9). I was under the impression we were aiming for a two-week paid engagement

—can you confirm?

Safe travels

Best,

Albert

Monday 22:23 Ruturai Waghmode

Please fix

Monday 22:24 Defendant

you need to give me rights to the deck

Slide 5 mentions two streams running in parallel, but it describes Stream-2 as having a "foreign key" relationship to Stream-1. If I'm misinterpreting, feel free to disregard (though QBE might read it the same way I do). Also, I now have access to your deck. Cheers!

Tuesday 02:17 Ruturai Waghmode

Hey

Was in transit

Let's talk tomorrow

Let's talk 1:1

Tuesday 07:05 Defendant

Copy

I think you need to email me your deck as I can't download it. Some points: Slide 3: Rename to "Our Contact Center Tuning Best Practices."

- Slide 5: Adjust the x-plot to show that Stream 1 learnings feed into Stream 2.
- Slide 6: Clarify that the 2-week Stream 1 supports the recommendations deliverable (remove the implication of needing 6 weeks).

- Slides 6, 10, 11: Fix the "Lucid Motoes" typo.
 - Slide 12: Consider moving this to the beginning of the presentation.
 - Slides 13, 16, 18: These may not be necessary for this Discovery presentation.
- safe travels. Last question, who is giving the presentation to QBE/Sydney? Would be great to have a quick Team's talk with him or her. Cheers!
- Regarding your "SC" note on the VMware project at Flagstaff Bank (Long Island)-if you give me the presentation for QBE in Sydney, I'll secure the business for you.
- Let me know how you'd like to proceed.

Friday 18:09 Ruturaj Waghmode

Sorry bad live

Line

Reach out to Jitendra for guidance on next steps.

Friday 18:10 Defendant

Copy

From: **Albert Rojas** <albert.rojas@mphasis.com>

Date: Fri, Mar 7, 2025 at 7:18 PM

Subject: Clarification Needed on Project Changes

To: Jitendra Borkar <Jitendra.Borkar@mphasis.com>, Arun Thomas

<Arun.Thomas@mphasis.com>, Ruturaj Waghmode <ruturaj.waghmode@mphasis.com>,

George Ioannou <george.ioannou@mphasis.com>, Shannon Mostafazadeh

<shannon.mostafazadeh@mphasis.com>

Cc: Albert Rojas <albert.rojas@mphasis.com>

Team,

I just finished a Teams meeting with Ruturaj, but due to a poor connection, I've attached a screenshot of our conversation: "**Ruturaj Today Chat.png**."

Per Ruturaj's request, I rewrote George's QBE proposal over the weekend. A transcript of our weekend chat is attached: "**QBEweekend.pdf**."

He then asked me to begin work on the Charles Schwab engagement, which I've also attached: "**Charles Schwab.pdf**."

Now, Ruturaj has informed me that he has "bad news" and is pulling me off all assignments. I am unclear on the reasoning behind this sudden change and would appreciate an explanation.

I have been working hard for Mphasis and would like to understand what happened.

Sincerely,
Albert Rojas

Exhibit (E) – December 22, 2024 – JIRA Tickets: Evidence QBE continued implementing Defendant's solutions post-termination.

Description:

Defendant's structured methodologies—documented through JIRA tickets (the digital paper trail for task ownership, traceability, and collaboration)—captured remediation strategies for persistent failures in QBE's Legal NDA platform originally developed by Accenture. Supporting materials included spreadsheets and video demonstrations of execution flaws. These JIRA records show that QBE continued to apply Defendant's solutions even after Mphasis terminated him, demonstrating the enduring value of his work. This undercuts claims of misappropriation or harm, reinforcing that Defendant's contributions enhanced, not damaged, Mphasis's competitiveness.

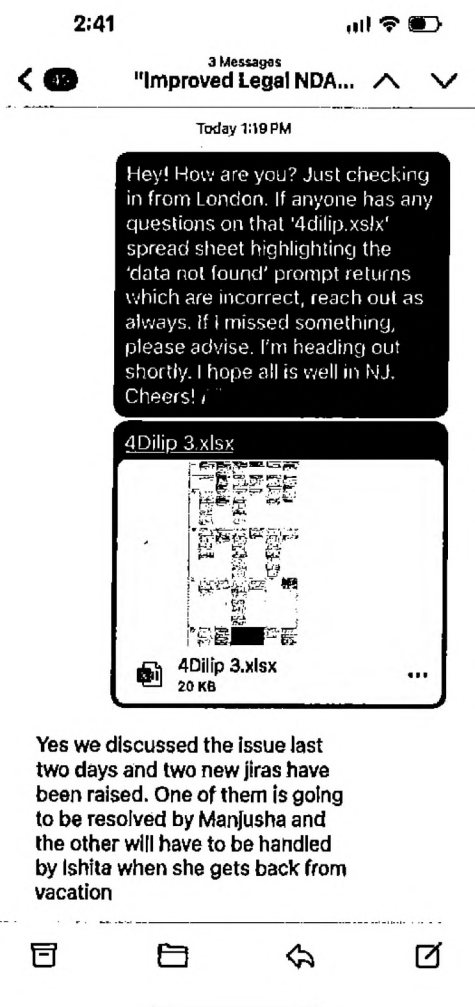


EXHIBIT (F) Dec 31, 2024 – Equipment Return Coordination and Communication Records;

End date for contract Dec 31, 2024 - Follow-Up: Legal NDA App and Supporting Exhibits

Albert Rojas <albert.rojas@mphasis.com> To: Palavesam Chandrasekar
<Palavesam.Chandrasekar@qbe.com>, Dilip Nayak <Dilip.Nayak@qbe.com>, Jitendra Borkar
<Jitendra.Borkar@mphasis.com>, Mirza Ali <ali.mm@mphasis.com>

Sun, Dec 22, 2024 at 4:36 PM

Thank you for the email, Palav. Let me assure you, there's no intent to smear anyone. The attachments and data speak for themselves.

The current system is like flying from London to New York by heading west instead of east across the Atlantic—an unnecessarily complicated and costly route. As you mentioned, the Azure Search blob is expensive, and as demonstrated in the attached exhibits, it's not even needed.

I was hired to consult on the application, and I fulfilled those responsibilities as required. It's been an honor working with QBE.

Sincerely,

Albert

Get Outlook for iOS

From: Palavesam Chandrasekar <Palavesam.Chandrasekar@qbe.com>

Sent: Sunday, December 22, 2024 3:28 PM

To: Albert Rojas <albert.rojas@mphasis.com>; Dilip Nayak <Dilip.Nayak@qbe.com>; Jitendra Borkar <Jitendra.Borkar@mphasis.com>; Mirza Ali
<ali.mm@mphasis.com>

Subject: RE: [External] Re: End date for contract Dec 31, 2024 - Follow-Up: Legal NDA App and Supporting Exhibits

Warning ! Exercise caution – External Mail.

@Albert Rojas Yes QBE will give you shipping with in US not sure about UK. Please discuss with Mphasis leadership on their agreement on hardware with QBE. @Mirza Ali @Jitendra Borkar Can you please guide AL here?

I don't enjoy your persistent smear on QBE application build with their partners or QBE partners (including Mphasis) . I don't want to

hear or see any more email from you on any QBE application or partners.

@Dilip Nayak Need your steer here.

Palavesam Chandrasekar

VP – Group Data & Analytics

Group Chief Data Office

+1 510 833 8486

From: Albert Rojas <albert.rojas@mphasis.com>

Sent: Sunday, December 22, 2024 9:14 AM

To: Palavesam Chandrasekar <Palavesam.Chandrasekar@qbe.com>; Dilip Nayak
<Dilip.Nayak@qbe.com>

Subject: Re: [External] Re: End date for contract Dec 31, 2024 - Follow-Up: Legal NDA App and Supporting Exhibits

This email was sent from someone outside of QBE. Be cautious opening links and attachments. Use the 'Report Phishing' button if suspicious.

Thank you, Palav!

I completely understand the frustration around costs—especially the ongoing expenses of keeping the Accenture team involved to reconcile the issues

I highlighted below. If they're unable to resolve it, don't hesitate to reach out to me directly.

Just to clarify, I never picked up the QBE laptop—it was FedExed to my New York apartment.

I'm hoping QBE IT can provide me with a FedEx

shipping label so I can return it promptly, particularly since I'm currently abroad.

Had the QBE Workday system simply locked the Cisco QBE client, I could have continued using the laptop instead of needing to pick up a Mac. As

you know, having a reliable machine while traveling is essential. Cheers!

Albert

Get Outlook for iOS

From: Palavesam Chandrasekar <Palavesam.Chandrasekar@qbe.com>

Sent: Sunday, December 22, 2024 2:51 PM

To: Albert Rojas <albert.rojas@mphasis.com>; Dilip Nayak <Dilip.Nayak@qbe.com>

Subject: RE: [External] Re: End date for contract Dec 31, 2024 - Follow-Up: Legal NDA App and Supporting Exhibits

Exercise caution – External Mail.

Thank will cost a lot. Please return the equipment where you picked it from.

Regards

Palavesam Chandrasekar

VP – Group Data & Analytics

Group Chief Data Office

+1 510 833 8486

From: Albert Rojas <albert.rojas@mphasis.com>

Sent: Sunday, December 22, 2024 8:41 AM

To: Palavesam Chandrasekar <Palavesam.Chandrasekar@qbe.com>; Dilip Nayak <Dilip.Nayak@qbe.com>

Subject: Re: [External] Re: End date for contract Dec 31, 2024 - Follow-Up: Legal NDA App and Supporting Exhibits

This email was sent from someone outside of QBE. Be cautious opening links and attachments. Use the 'Report Phishing' button if suspicious.

Copy. I was going to stop by QBE London office tomorrow and ask for permission to mail it to New York QBE.

Get Outlook for iOS

From: Palavesam Chandrasekar <Palavesam.Chandrasekar@qbe.com>

Sent: Sunday, December 22, 2024 2:33:35 PM

To: Albert Rojas <albert.rojas@mphasis.com>; Dilip Nayak <Dilip.Nayak@qbe.com>

Subject: [External] Re: End date for contract Dec 31, 2024 - Follow-Up: Legal NDA App and Supporting Exhibits

Exercise caution – External Mail.

Hi AL

You have to drop off the laptop in the office you picked it from. These are leased equipment.

@Dilip Nayak please inform Mphasis on this

Thanks

Palavesam

Get Outlook for iOS

From: Albert Rojas <albert.rojas@mphasis.com>

Sent: Sunday, December 22, 2024 8:06:22 AM

To: Dilip Nayak <Dilip.Nayak@qbe.com>; Palavesam Chandrasekar

<Palavesam.Chandrasekar@qbe.com>

Subject: Fw: End date for contract Dec 31, 2024 - Follow-Up: Legal NDA App and Supporting

Exhibits This email was sent from someone outside of QBE. Be cautious opening links and

attachments. Use the 'Report Phishing' button if suspicious.

Hey!

The QBE laptop is locked, so I've picked up a Mac and am preparing for some travels around Europe. I'm planning to drop off the QBE laptop at the

QBE London office tomorrow Monday 🙏.

On another note, what Accenture built is really suboptimal. You can achieve the same functionality with the Legal NDA using the approach I showed

you with the Auto app and a simple prompt—without the exorbitant costs of Azure Search and those static 1,000-token chunks 🙏.

Wishing both of you and your families a wonderful Christmas. It goes so fast so enjoy every moment.

Sincerely,

Albert

Get Outlook for iOS

From: Albert Rojas <albert.rojas@mphasis.com>

Sent: Sunday, December 22, 2024 10:28 AM

To: Jitendra Borkar <Jitendra.Borkar@mphasis.com>; Nitin Bansode

<Nitin.Bansode@mphasis.com>; Mirza Ali

<ali.mm@mphasis.com>

Subject: End date for contract Dec 31, 2024 - Follow-Up: Legal NDA App and Supporting Exhibits

Gents,

As my work with QBE concludes on December 31, I want to share a few important points and exhibits regarding my previous email (Fri, Dec 20, 2024, at 8:39 PM) with Dilip and the QBE team.

In that email, I mentioned:

"If the current Legal NDA app doesn't meet the business's SLA requirements, feel free to use the solution I built for

DocNote.ai as a starting point for decoding NDAs."

Below are supporting exhibits that validate my concerns and recommendations:

1. **12/19/24 - QBE PM.jpeg**

The QBE Project Manager confirmed the errors we raised and acknowledged the work in progress.

2. **12/14/24 - 4DilipErrors.pdf**

Updated NDAs and feedback highlighting incorrect prompt responses. I reiterated that we should delay the app's

release until it consistently delivers zero errors.

(Email timestamp: Sat, Dec 14, 2024, at 8:50 PM)

3. **12/01/24 - Screen Recording**

Demonstrates performance challenges and inconsistent prompt returns within the QBE Legal NDA app.

Please let me know if additional details or context are needed.

Cheers!

Albert

----- Forwarded message -----

From: **Albert Rojas**

<Albert.Rojas@qbe.com>

Date: Sat, Dec 14, 2024 at 8:50 PM

Subject: RE: [Updated NDAs and Feedback on QBE Legal] QBE Christmas Holiday Hours

To: Dilip Nayak <Dilip.Nayak@qbe.com>

Cc: Mirza Ali <ali.mm@mphasis.com>, Nitin Bansode <Nitin.Bansode@mphasis.com>, Jitendra Borkar

<Jitendra.Borkar@qbe.com>, Albert Rojas <albert.rojas@mphasis.com>

Hi Dilip,

I've submitted two NDAs through our QBE Legal system for your review. To ensure clarity, the second version is labeled *MPHASIS*. The relevant exhibits are attached for your reference.

I'd like to highlight that QBE Legal currently generates seven (7) incorrect prompt responses. In my view, we should delay its release until it consistently delivers zero (0) errors.

It has been an honor to serve you.

Respectfully,

Albert

On Fri, Dec 20, 2024 at 8:39 PM Albert Rojas <Albert.Rojas@qbe.com> wrote: Copy.

I wanted to remind you of the promise I made to you and Palavesam. If the current Legal NDA app doesn't meet the business's SLA requirements, feel free to use the solution I built for DocNote.ai as a starting point for decoding NDAs. It's cloud-agnostic and should be flexible enough for your needs.

Wishing you a Merry Christmas! When I return to New York in the new year, I'll drop off the QBE laptop at the QBE offices, unless I hear otherwise.

It's been a pleasure working with the QBE team.

Kind regards,

Albert

QBE Entity.

do start the process to return the **QBE** laptop assigned to you starting...leadership on how to return to the **QBE** location.~ Calling the service **Entity**.

Return/ Destruction.

please do start the process to **return** the QBE laptop assigned to you...the Mphasis leadership on how to **return** to the QBE location.~ Calling the

Destruction.

■

From: Dilip Nayak <Dilip.Nayak@qbe.com>

Sent: Friday, December 20, 2024 2:34 PM

To: Albert Rojas <Albert.Rojas@qbe.com>

Cc: Palavesam Chandrasekar <Palavesam.Chandrasekar@qbe.com>; Mirza Ali <ali.mm@mphasis.com>

Subject: End date for contract

AI – Due to funding changes for our application roadmap and role re-alignments we will need to do as a result, we will be ending the contract for your position ,in order to get you some notice and continued billing through the holidays , we have advised Mphasis that you can bill through Dec 31st. However please do start the process to return the QBE laptop assigned to you starting next week due to the holidays and please co-ordinate with the Mphasis leadership on how to return to the QBE location. Calling the service desk for a pre paid shipping label is also a option.

I thank you for some of the observations you have provided us on the Q-GPT application. Best wishes on your onward journey. Hope you picked up some neat Azure skills !

Regards

Dilip Nayak

Group Product Manager – Gen AI

M) 952-452-1067

Website LinkedIn Twitter

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12:01:24 NDA Irvine Company LLC 2024-12-01 201825.mp4

12:14:24 4DilipErrors.pdf

12:19:24 QBE PM.jpeg

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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.

EXHIBIT (H) MAR 15, 2025 – CEASE-AND-DESIST LETTER (2 DAYS AFTER MPHASIS FIRED DEFENDANT)

Description: Issued by Mphasis's counsel to Defendant. This letter demanded that Defendant take down his whistleblower websites and cease his disclosures. **It is evidence of Mphasis's retaliatory posture immediately after Defendant's protected activity, and it preceded the filing of this lawsuit.**

EMAIL March 15, 2025

Albert Rojas

VIA EMAIL (rojas.albert@gmail.com, Arojas@docnote.ai, arojas@nist.ai)

Re: Your Violation of Contractual Agreements with Mphasis

Dear Mr. Rojas:

I am in-house counsel to Mphasis corporation (including its subsidiaries, "Mphasis").

It has come to our attention that you have engaged in multiple, serious violations of your contractual

obligations—both during and after your employment with Mphasis. These breaches constitute a direct and

blatant disregard for the terms you agreed to, and we are treating them with the utmost severity.

Mphasis has already launched a formal investigation into the full scope of your misconduct, and we will

pursue all necessary actions to address the violations we uncover. You will be hearing from us soon

regarding the investigation and further potential consequences of your actions.

However, your unauthorized creation of <https://mphasis.nyc/> and your use of

arojas@mphasis.nyc email ID,

demand immediate resolution. We expect your prompt cooperation—failure to act accordingly will escalate

this matter significantly.

Not only have you unlawfully removed Mphasis proprietary information from authorized company

equipment, but you have now recklessly published it openly on the internet. This is an egregious violation of

your contractual obligations, including but not limited to confidentiality, non-disclosure, privacy, and

intellectual property protection.

Therefore, Mphasis demands that you comply with the following corrective actions immediately:

1. 2. 3. 4. 5. 6. 7. Immediately cease and desist from using arojas@mphasis.nyc as it is misleading and inappropriate.

Remove all Mphasis proprietary information from any unauthorized platforms, including <https://mphasis.nyc/> and any other locations where it has been published.

Cease any further use, distribution, or disclosure of Mphasis confidential and proprietary information in any form.

Provide a full written account of what information was taken, where it was stored or shared, and who may have accessed it.

Return all Mphasis property and confidential materials in your possession, whether physical or digital, including backups.

Certify in writing that you have fully complied with the above requirements and that no copies remain in your possession.

Identify any third parties who may have received access to Mphasis proprietary information so that

appropriate legal action can be taken. You must provide responses to the above demands to me (kathryn.terry@mphasis.com) and Vinod Kumar

(vinod.kumar09@mphasis.com) no later than Monday, March 17, 2025.

Let there be no doubt—your actions are a clear and egregious violation, and we will hold you fully

accountable. Failure to comply with these demands immediately will result in Mphasis pursuing all available

legal remedies, including litigation, injunctive relief, and financial damages.

You must also preserve and protect all documents (including emails and any other paper or electronic

documents in any form and on any storage medium) that may relate to the issues outlined in this letter against

destruction and loss, as these documents may be critical evidence in related litigation, to the extent that

becomes necessary.

We demand your **immediate compliance** with the corrective actions outlined above.

Failure to act without delay will result in Mphasis pursuing all available legal remedies, including

injunctive relief and financial damages. This matter is not negotiable.

Govern yourself accordingly.

Sincerely,

KATerry

Kathryn A. Terry

Mphasis

Assistant General Counsel – VP Legal

EXHIBIT (I) Apr 3, 2025 – A second cease-and-desist or threat letter from Mphasis or its counsel

Description: Escalating the legal threats against Defendant. This further demonstrates Mphasis's intent to silence Defendant's whistleblowing through legal pressure, bolstering Defendant's claims of retaliation under Dodd-Frank and NYLL § 740

**OGLETREE, DEAKINS, NASH,
SMOAK & STEWART, P.C.**

Attorneys at Law

100 North Tampa Street, Suite 3600

Tampa, FL 33602

Telephone: 813.289.1247

Facsimile: 813.289.6530

www.ogletree.com

William E. Grob

813.221.7228

william.grob@ogletree.com

April 3, 2025

Via FEDEX and

Email (rojas.albert@gmail.com)

Albert Rojas

319 W 18th Street, Apt. 3F

New York, New York 10011

Re: Mphasis

Dear Mr. Rojas:

I represent Mphasis in matters related to employment. If you are represented by counsel, please immediately provide this letter to your counsel. It has come to my attention that you are engaging in a campaign of harassment, intimidation, and spreading false and defamatory information regarding Mphasis and its employees. Please direct any further communication regarding Mphasis to me and do not contact Mphasis directly.

Be advised that I have been authorized by Mphasis to take all available legal measures to ensure that you cease and desist this conduct, and to secure immediate return of Mphasis property

in your possession. If you fail to take the action requested in this correspondence, you could face additional legal action, including being named in a lawsuit to secure your cooperation, return Mphasis property, and potentially be held liable for costs and Mphasis attorneys' fees associated with its legal efforts to secure your compliance.

It has come to our attention that you have published and continue to publish false, misleading and potentially defamatory information on a website you created; mphasis.nyc. Mphasis has asked you repeatedly to cease using the website and to cease publishing information on the website. As you are aware, your disclosure of Mphasis' confidential and proprietary

information is a violation of your contractual non-disclosure and confidentiality obligations to the Company. Publishing this information outside the protection of Mphasis systems opens you up to additional litigation that could result in a judgment against you, including a court order to remove the information, take down the website, return the information to Mphasis, and pay damages, costs and potential attorneys' fees to Mphasis.

Most recently, it appears you have engaged in efforts to defraud Mphasis and the public by creating a false and intentionally misleading email whereby you pretend to pass yourself off as Atlanta ▪ Austin ▪ Berlin (Germany) ▪ Birmingham ▪ Boston ▪ Charleston ▪ Charlotte ▪ Chicago ▪ Cleveland ▪ Columbia ▪ Dallas ▪ Denver ▪ Detroit Metro ▪ Greenville ▪ Houston ▪ Indianapolis ▪ Jackson ▪ Kansas City ▪ Las Vegas ▪ London (England) ▪ Los Angeles ▪ Memphis ▪ Mexico City (Mexico) ▪ Miami ▪ Milwaukee ▪ Minneapolis ▪ Morristown ▪ Nashville ▪ New Orleans ▪ New York City ▪ Oklahoma City ▪ Orange County ▪ Paris (France) ▪ Philadelphia ▪ Phoenix ▪ Pittsburgh ▪ Portland ▪ Raleigh ▪ Richmond ▪ St. Louis ▪ St. Thomas ▪ Sacramento ▪ San Antonio ▪ San Diego ▪ San Francisco ▪ Seattle ▪ Stamford ▪ Tampa ▪ Toronto (Canada) ▪ Torrance ▪ Tucson ▪ Washington

Page 2

Mphasis executives: Nitin Rakesh <nitin.rakesh@mphasis.it.com>. This conduct is unlawful and Mphasis will report it to law enforcement.

Mphasis demands that you immediately take down the website, cease using any false and misleading email addresses that suggest they belong to anyone other than yourself, return Mphasis's confidential and proprietary information, and cease communications directly with Mphasis and its personnel.

Mphasis also demands that you immediately return the QBE laptop which was provided to you during your employment. Depending on your location, you can return the laptop to my offices

in Paris, London, or New York City. If you prefer to send the laptop back to Mphasis, Mphasis will provide information to have the laptop packed and returned via FedEx.

Additionally, immediately:

- cease and desist from using arojas@mphasis.nyc; mphasis.nyc; and Mphasis.it.com as they are misleading and inappropriate;
- remove and return to Mphasis all Mphasis proprietary information from any unauthorized platforms, including <https://mphasis.nyc/> and any other locations where it has been published;
- return all Mphasis property and confidential materials in your possession, whether physical or digital, including backups; and
- cease and desist from distribution, or disclosure of Mphasis confidential and proprietary information in any form.

Please respond to this letter within five (5) days of receipt: (1) acknowledging in writing your awareness of the demands contained in this letter, (2) certifying in writing the steps you

have made and are making to comply with Mphasis' demands contained in this letter, and (3) providing your written commitment to abide by your legal obligations to Mphasis in the future. If I do not hear from you within five (5) days, I will assume that you have no intention of complying with your legal obligations and I will proceed to advance all legal remedies available to protect Mphasis' rights. Please give this matter your most sincere attention. I look forward to hearing from you.

Sincerely,

/s/ **William E. Grob**

William E. Grob

89230681.v1-OGLETREE

EXHIBIT (J) Mar 28 - Apr 20, 2024 Message Rejection Notices Showing Systematic Blocking

Description:

This exhibit contains metadata from email systems showing that Mphasis and their legal counsel systematically blocked Defendant's attempts to escalate compliance concerns through standard communication channels. The reference blocking dates were originally earlier; however, I deleted them in my initial documentation.

Mail Delivery Subsystem <mailer-daemon@googlemail.com> To: rojas.albert@gmail.com
Sun, Apr 20, 2025 at 12:45 PM

Message blocked

Your message to **bkellypi@aol.com** has been blocked.

Mail Delivery Subsystem <mailer-daemon@googlemail.com> To: rojas.albert@gmail.com
Sun, Apr 20, 2025 at 12:45 PM

Message blocked

Your message to **kimberly.karseboom@ogletree.com** has been blocked.

Mail Delivery Subsystem <mailer-daemon@googlemail.com> To: rojas.albert@gmail.com
Sun, Apr 20, 2025 at 12:45 PM

Message blocked

Your message to **suzette.taborelli@ogletree.com** has been blocked.

Mail Delivery Subsystem <mailer-daemon@googlemail.com> To: rojas.albert@gmail.com
Sun, Apr 20, 2025 at 12:45 PM

Message blocked

Your message to **William.Grob@ogletreedeakins.com** has been blocked.

Mail Delivery Subsystem <mailer-daemon@googlemail.com> To: rojas.albert@gmail.com
Fri, Mar 28, 2025 at 1:34 PM

Message blocked

Your message to **charles.f@mphasis.com** has been blocked.

Mail Delivery Subsystem <mailer-daemon@googlemail.com> To: rojas.albert@gmail.com
Fri, Mar 28, 2025 at 1:34 PM

Message blocked

Your message to **Jitendra.Borkar@mphasis.com** has been blocked.

Mail Delivery Subsystem <mailer-daemon@googlemail.com> To: rojas.albert@gmail.com
Fri, Mar 28, 2025 at 1:34 PM

Message blocked

Your message to **Kathryn.Terry@mphasis.com** has been blocked.

Mail Delivery Subsystem <mailer-daemon@googlemail.com> To: rojas.albert@gmail.com
Fri, Mar 28, 2025 at 1:34 PM

Message blocked

Your message to **Vinod.Kumar09@mphasis.com** has been blocked.

EXHIBIT (K) APR. 17 & 20, 2025 - PLAINTIFF'S LEGAL COUNSEL ISSUES CONFLICTING INSTRUCTIONS

Description:

This exhibit contains metadata from email systems showing that Mphasis and their legal counsel

Description:

On April 17, 2025, Plaintiff's counsel, Kimberly R. Karseboom, instructed Defendant to communicate solely through his personal email (rojas.albert@gmail.com), stating: "We will only respond to you directly at this email address (not any with @mphasis.it.com) or through your counsel."

On Apr 17, 2025, at 5:57 PM Karseboom, Kimberly R. <kimberly.karseboom@ogletree.com> wrote to: A R <rojas.albert@gmail.com>

Good morning Mr. Rojas,

Your Answer will suffice as your response to the Complaint. Please let me know if you have an attorney or will be representing yourself pro se. We will only respond to you directly at this email address (not any with @mphasis.it.com) or through your counsel. We will not respond to communications that include our client personnel or anyone outside of our law firm.

Thank you,

Kimberly R. Karseboom | Ogletree Deakins

599 Lexington Avenue, 17th Floor | New York, NY 10022 | Telephone: 212-492-2078
kimberly.karseboom

However, just three days later, on April 20, 2025, Plaintiff's counsel blocked Defendant's personal email, rejecting his attempts to submit legal filings (see attached mailer-daemon notice). This deliberate obstruction left Defendant without a functional channel to communicate, in direct contradiction to counsel's prior instructions, exemplifying Plaintiff's pattern of inequitable conduct.

On Apr 20, 2025 Plaintiff's counsel blocked Defendant's personal email

----- Forwarded message -----

From: A R <rojas.albert@gmail.com>

To: "Kimberly R. Karseboom" <kimberly.karseboom@ogletree.com>,

William.Grob@ogletreedeakins.com,

suzette.taborelli@ogletree.com

Cc: bkellypi@aol.com, albert.rojas@mphasis.cloud

Bcc:

Date: Sun, 20 Apr 2025 12:45:03 +0200

Subject: Re: ANSWER, AFFIRMATIVE DEFENSES, AND COUNTERCLAIMS

----- Message truncated -----A R <rojas.albert@gmail.com>

ANSWER, AFFIRMATIVE DEFENSES, AND COUNTERCLAIMS

Mail Delivery Subsystem <mailer-daemon@googlemail.com> To: rojas.albert@gmail.com

Sun, Apr 20, 2025 at 12:45 PM

Message blocked

Your message to **kimberly.karseboom@ogletree.com** has been blocked.

See technical details below for more information.

LEARN MORE

The response was:

Message rejected. For more information, go to <https://support.google.com/mail/answer/69585>

Final-Recipient: rfc822; kimberly.karseboom@ogletree.com

Action: failed

Status: 5.7.1

Diagnostic-Code: smtp; Message rejected. For more information, go to <https://support.google.com/mail/answer/69585>

Last-Attempt-Date: Sun, 20 Apr 2025 03:45:40 -0700 (PDT)

Exhibit (L) Mar 28, 2025 - LAPTOP RETURN COORDINATION AND MISSING INSTRUCTIONS

Description:

Following Defendant's termination, Mphasis's HR offboarding team issued a "No Due Clearance Document" for full and final settlement but failed to provide any instructions for returning the QBE-issued Dell laptop.

Despite Defendant's good-faith efforts, QBE and Mphasis failed to provide clear return logistics, contributing to their unfounded allegations regarding equipment retention.

From: <albert.rojas@mphasis.it.com>

Subject: Fwd: [QBE Laptop] No due clearance document

Date: March 28, 2025 at 2:04:52 pm CET

To: Dilip Nayak <dilip.nayak@qbe.com>

Cc: <mailmaster@mphasis.com>, <FFSADMIN@mphasis.com>, Kathryn Terry <Kathryn.Terry@mphasis.com>, Vinod Kumar09 <Vinod.Kumar09@mphasis.com>, Jitendra Borkar <Jitendra.Borkar@mphasis.com>, Shannon Mostafazadeh <shannon.mostafazadeh@mphasis.com>

Hey Dilip,

I'm still in Cannes, my friend, and your QBE Dell laptop is just collecting dust in my New York apartment. In hindsight, I should have dropped it off at QBE London. I'll take care of it once I'm back in New York, just drop it off at QBE offices down in the financial district.

Hope all is well,

Albert <https://mphasis.it.com/>

Sent from my iPhone

Begin forwarded message:

From: A R <rojas.albert@gmail.com>

Date: March 28, 2025 at 1:53:20 PM GMT+1

To: albert.rojas@mphasis.it.com

Subject: Fwd: No due clearance document

Sent from my iPhone

Begin forwarded message:

From: FFSADMIN@mphasis.com

Date: March 28, 2025 at 12:00:59 PM GMT+1
To: rojas.albert@gmail.com
Subject: No due clearance document

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.

Exhibit (M) 29 Apr 2025 - Correspondence Regarding QBE Laptop Return

Description:

This exhibit contains email communications between Defendant Albert Rojas, Plaintiff Mphasis, QBE representatives, and Plaintiff's counsel at Ogletree Deakins, documenting Defendant's repeated efforts to return a QBE-issued Dell laptop. Despite requests dating back to December 2024, Mphasis and QBE failed to provide a standard FedEx shipping label and return instructions for over five months. Defendant's communications highlight concerns over the persistent delays, conflicting responses, and irregular asset handling, raising questions regarding compliance failures, audit risks, and potential improper financial practices. Submitted under penalty of perjury, these exchanges are material to Defendant's whistleblower defenses and requests for targeted financial discovery.

From: Legal <legal@mphasis.cloud>

Subject: Re: Shipping Label and Box Request for QBE Laptop

Date: April 29, 2025 at 4:50:25 pm CEST

To: "Kimberly R. Karseboom" <kimberly.karseboom@ogletree.com>

Cc: Dilip Nayak <dilip.nayak@qbe.com>, "andrew.horton@qbe.com" <andrew.horton@qbe.com>, "nitin.rakesh@mphasis.com" <nitin.rakesh@mphasis.com>

Dear Ms. Karseboom,

Thank you for your response.

Respectfully, your message does not answer the fundamental question: **Why has it taken over five (5) months to provide a basic FedEx shipping label for the return of a QBE laptop?**

Despite repeated requests dating back to December 2024, this matter remains unresolved — contrary to normal corporate practice, which demands prompt action to ensure asset accountability and audit compliance.

Given the highly irregular delay, I expect a direct answer: **What caused the five-month lapse?** Please respond without further deflection.

Submitted under penalty of perjury,
Albert Rojas

On Apr 29, 2025, at 4:42 PM, Karseboom, Kimberly R. <kimberly.karseboom@ogletree.com> wrote:

As you've been informed repeatedly, Mphasis and my firm is handling the return of the laptop.

Kimberly R. Karseboom | Ogletree Deakins

599 Lexington Avenue, 17th Floor | New York, NY 10022 | Telephone: 212-492-2078

kimberly.karseboom@ogletree.com | www.ogletree.com | [Bio](#)

From: Legal <legal@mphasis.cloud>

Sent: Tuesday, April 29, 2025 10:40 AM

To: Dilip Nayak <dilip.nayak@qbe.com>; andrew.horton@qbe.com

Cc: Legal <legal@mphasis.cloud>; Karseboom, Kimberly R.

<Kimberly.karseboom@ogletreedeakins.com>; Grob, William E.

<William.Grob@ogletreedeakins.com>; Lillard, Samuel (Sam) N.

<sam.lillard@ogletreedeakins.com>; nitin.rakesh@mphasis.com;

raturaj.waghmode@mphasis.com; Jared.Bulger@mphasis.com; Balwinder Singh

<Balwinder.Singh@mphasis.com>; Jitendra Borkar <Jitendra.Borkar@mphasis.com>;

Gururaj.Murthy@mphasis.com; george.ioannou@mphasis.com; bkellypi@aol.com; Legal

<legal@mphasis.cloud>; rojas.albert@gmail.com

Subject: Re: Shipping Label and Box Request for QBE Laptop

[Caution: Email received from external source]

Dear Mr. Nayak,

Good to hear from you.

Respectfully, it remains unclear why it has taken over five (5) months for QBE to provide a basic FedEx shipping label for the return of the QBE Dell laptop, despite my repeated requests dating back to December 2024.

Given the extended delay and lack of standard corporate procedure, I am compelled to question whether this obstruction was intentional. As you are aware, global enterprises typically facilitate asset returns promptly to maintain accountability, chain of custody, and avoid potential audit irregularities.

Please advise immediately on when the shipping label and box will be properly provided so that this return may be finalized without further unnecessary delay.

Submitted under penalty of perjury,

Albert Rojas

Sent from my iPhone

On Apr 29, 2025, at 4:10 PM, Dilip Nayak <dilip.nayak@qbe.com> wrote:

All – please remove all QBE folks from this email. These emails are distracting folks at various levels and does not warrant this kind of escalation. Consider this a request.

Regards

Dilip Nayak

Group Product Manager – Gen AI M) 952-452-1067
<u>Website</u> <u>LinkedIn</u> <u>Twitter</u>
<image001.png>

From: Legal <legal@mphasis.cloud>
Sent: Tuesday, April 29, 2025 8:52 AM
To: Kimberly R. Karseboom <kimberly.karseboom@ogletree.com>
Cc: William E. Grob <William.Grob@ogletreedeakins.com>; Samuel N. Lillard <sam.lillard@ogletreedeakins.com>; nitin.rakesh@mphasis.com; Andrew Horton <andrew.horton@qbe.com>; Dilip Nayak <dilip.nayak@qbe.com>; Palavesam Chandrasekar <Palavesam.Chandrasekar@qbe.com>; raturaj.waghmode@mphasis.com; Jared.Bulger@mphasis.com; Balwinder Singh <Balwinder.Singh@mphasis.com>; Jitendra Borkar <Jitendra.Borkar@mphasis.com>; Gururaj.Murthy@mphasis.com; Dean Forrest <Dean.Forrest@qbe.com>; george.ioannou@mphasis.com; r A <rojas.albert@gmail.com>; bkellypi@aol.com; Legal <legal@mphasis.cloud>
Subject: Re: Shipping Label and Box Request for QBE Laptop

This email was sent from someone outside of QBE. Be cautious opening links and attachments. Use the 'Report Phishing' button if suspicious.

Dear Counselor,

As I previously informed Mr. Kelly, I can easily have my neighbor place the QBE Dell laptop into a box and apply a shipping label for return.

The persistent obstacles and irregularities surrounding this simple return process underscore why I previously raised concerns that QBE and Mphasis may be engaged in improper financial practices, potentially rising to the level of money laundering. Reputable global enterprises do not operate with this degree of disorganization and obfuscation.

Accordingly, I respectfully reiterate my request: please provide a FedEx shipping label and a box, as is standard practice for corporate asset returns, so that the laptop can be returned properly and expeditiously.

Submitted under penalty of perjury,

Albert Rojas

On Apr 29, 2025, at 3:44 PM, Karseboom, Kimberly R. <kimberly.karseboom@ogletree.com> wrote:

If you are in France, how will you send a laptop that is currently in NY? Respectfully, you cannot state you have been attempting to return it. You were told by QBE to arrange it with

Mphasis. Mphasis retained our firm. We sent someone to retrieve the laptop based on an appointment you made with him by phone. You refused to give him the laptop "even if [you] were in New York." If we send you a label by email, when do you plan on mailing the laptop back? Where is this box supposed to be sent while you're in France?

From: Legal <legal@mphasis.cloud>

Sent: Tuesday, April 29, 2025 9:35:32 AM

To: Karseboom, Kimberly R. <Kimberly.karseboom@ogletreedeakins.com>; Grob, William E. <William.Grob@ogletreedeakins.com>; Lillard, Samuel (Sam) N.

<sam.lillard@ogletreedeakins.com>; nitin.rakesh@mphasis.com <nitin.rakesh@mphasis.com>;

andrew.horton@qbe.com <andrew.horton@qbe.com>; Dilip Nayak <dilip.nayak@qbe.com>;

palavesam Chandrasekar <Palavesam.Chandrasekar@qbe.com>;

raturaj.waghmode@mphasis.com <raturaj.waghmode@mphasis.com>;

Jared.Bulger@mphasis.com <Jared.Bulger@mphasis.com>; Balwinder Singh

<Balwinder.Singh@mphasis.com>; Jitendra Borkar <Jitendra.Borkar@mphasis.com>;

Gururaj.Murthy@mphasis.com <Gururaj.Murthy@mphasis.com>; Dean.Forrest@qbe.com

<Dean.Forrest@qbe.com>; george.ioannou@mphasis.com <george.ioannou@mphasis.com>

Cc: r A <rojas.albert@gmail.com>; bkellypi@aol.com <bkellypi@aol.com>; Legal

<legal@mphasis.cloud>

Subject: Re: Shipping Label and Box Request for QBE Laptop

[Caution: Email received from external source]

Dear Ms. Karseboom,

Respectfully, your offer to send a courier to my apartment today is not feasible. As I informed Mr. Kelly on April 11, I am currently in France. This fact was clearly communicated during our call, yet it appears it has either been disregarded or not properly relayed.

Since December 2024, I have repeatedly requested a standard and simple solution: email me a FedEx shipping label and arrange for a box to be sent. This is consistent with common corporate practices for asset tracking and chain-of-custody management, and it avoids the unnecessary complications we are now facing.

QBE itself rejected informal drop-offs in both London and New York precisely because a formal shipping process is necessary to properly document the return. It remains the most efficient and professional way to complete this task.

Please confirm that you will provide a FedEx label and box so this matter can be resolved without further avoidable delays.

Respectfully submitted,

Albert Rojas

On Apr 29, 2025, at 3:12 PM, Karseboom, Kimberly R. <kimberly.karseboom@ogletree.com> wrote:

Mr. Rojas, it's curious you say you have been trying to return it and yet refused to provide it to Mr. Kelly on April 17. In any case, I can send a courier to your apartment today to retrieve it. What time works for you?

Sent from my iPhone

On Apr 29, 2025, at 2:55 PM, Legal <legal@mphasis.cloud> wrote:

Dear Counselor,

As a follow-up, any assistance from Mphasis or QBE in providing a FedEx shipping label and a suitable box for the return of the QBE Dell laptop would be sincerely appreciated.

I have been attempting to complete this return since December 2024.

I currently maintain an apartment in New York City where desk space is limited, and having the appropriate materials would help expedite the return in an efficient and secure manner.

Thank you for your cooperation.

Submitted under penalty of perjury,

Al Rojas

Sent from my iPhone

On Apr 29, 2025, at 2:19 PM, Legal <legal@mphasis.cloud> wrote:

Dear Counselor,

I am not an attorney, but I am fully aware of my legal rights, including protections under federal and state law against retaliation, intimidation, interference, and obstruction.

I have also lawfully communicated with QBE employees regarding the laptop and related matters, as the property in question belongs to QBE, not Mphasis.

Any further attempts to interfere with these communications or to intimidate me will be documented and may be used to assert claims under applicable law.

I am preserving all rights and remedies at law and in equity.

Govern yourself accordingly.

From: "Karseboom, Kimberly R." <kimberly.karseboom@ogletree.com>

Date: April 29, 2025 at 1:51:03 PM GMT+2

To: Legal <legal@mphasis.cloud>, "Grob, William E." <William.Grob@ogletreedeakins.com>, "Lillard, Samuel (Sam) N." <sam.lillard@ogletreedeakins.com>

Cc: r A <rojas.albert@gmail.com>, bkellypi@aol.com

Subject: Re: Update: QBE.world Online — Mapping to Mphasis Domains and Equipment Return Status

Mr. Rojas,

This is the last warning. Stop contacting Mphasis employees.

Sent from my iPhone

On Apr 29, 2025, at 12:10 PM, Legal <legal@mphasis.cloud> wrote:

Dear Counsel and Stakeholders,

Please be advised:

1. **QBE.world** is now live and actively maps to **mphasis.cloud**, **mphasis.nyc**, and **mphasis.it.com**, maintaining continuity of protected whistleblower disclosures.

Regarding the QBE-issued Dell laptop:

1. On December 22, 2024, QBE's VP, Palavesam Chandrasekar, admitted confusion about return logistics, stating he was "not sure about UK" shipping and deferring to Mphasis leadership for further action.
2. Despite repeated offers to coordinate the return, no shipping label or clear instructions were ever provided.
3. Instead of facilitating the return, QBE and Mphasis escalated matters into retaliation and litigation based on factually unsupported allegations.

For full context, below is the December 22, 2024 email excerpt from Mr. Chandrasekar:

"@Albert Rojas Yes QBE will give you shipping within US not sure about UK. Please discuss with Mphasis leadership on their agreement on hardware with QBE. I don't enjoy your persistent smear on QBE application build with their partners... I don't want to hear or see any more email from you on any QBE application or partners."

The record reflects that:

1. I never picked up the laptop in person—it was FedExed to my New York residence.
2. I remained open to arranging return by personal delivery or through QBE's London offices.
3. I actively sought resolution through multiple channels—including with QBE, Mphasis, and counsel—before being met with hostility and false accusations.

Given these facts, claims of unauthorized possession or misconduct are unsustainable and further support my affirmative defenses of **unclean hands** and **retaliation**.

I remain open to good faith dialogue if the parties wish to deescalate unnecessary posturing.

Submitted under penalty of perjury,
Albert Rojas
(legal@mpphasis.cloud)

**UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF NEW YORK**

Mphasis Corporation,
Plaintiff,
v.
Albert Rojas,
Defendant.

Case No. 25-cv-3175

**MEMORANDUM OF LAW IN SUPPORT OF MOTION TO COMPEL QBE
TO PROVIDE RETURN SHIPPING MATERIALS OR SHOW CAUSE**

I. PRELIMINARY STATEMENT

This motion seeks a narrow but urgent remedy: compelling non-party QBE to issue a FedEx shipping label and packaging materials so that Defendant may return a QBE-issued laptop containing sensitive corporate data. Defendant has offered repeatedly since December 2024 to return this device. QBE has refused to provide a return label or materials — a basic corporate practice — while remaining silent or obstructive through its representatives.

II. FACTUAL BACKGROUND

Defendant has documented efforts to return the laptop in emails and declarations, including offers to have a neighbor box and ship the device. Mphasis's own counsel has acknowledged this history. Despite that, QBE has failed to act, and on April 29, 2025, a senior QBE official ordered internal disengagement from communication regarding this matter.

The laptop contains data likely protected under CCPA, NY SHIELD Act, and potentially GDPR. Delaying its return exposes QBE to unnecessary risk and undermines its own assertions of regulatory compliance.

III. ARGUMENT

A. Rule 37 Permits Compelling Action from Non-Parties in Possession of Relevant Materials

The Court may issue orders to compel non-parties to act where refusal obstructs justice or prejudices the case. This includes failures to participate in discovery or respond to clear procedural obligations.

B. Defendant Has Acted in Good Faith; QBE Has Not

Defendant's efforts have been consistent, professional, and well-documented. QBE's refusal to provide even a return label is unreasonable and suggests bad faith or internal disarray. This warrants Court intervention.

C. QBE's Conduct Contradicts Its Compliance Claims

A company claiming regulatory integrity should not ignore lawful and repeated requests to secure the return of corporate property. Its actions here are inconsistent with standard business practice and potentially expose all parties to risk.

IV. RELIEF REQUESTED

The Court should:

1. Order QBE to provide shipping materials within three (3) days; or
2. Require QBE to show cause within seven (7) days why it has failed to do so.

This motion seeks no sanctions and imposes minimal burden. It merely seeks resolution of a matter QBE has neglected for months.

Dated: April 29, 2025
Albert Rojas
Pro Se Defendant

**UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF NEW YORK**

Mphasis Corporation,
Plaintiff,
v.
Albert Rojas,
Defendant.

Case No. 25-cv-3175

**DECLARATION OF ALBERT ROJAS IN SUPPORT OF MOTION TO
COMPEL QBE TO PROVIDE RETURN SHIPPING MATERIALS OR
SHOW CAUSE**

I, Albert Rojas, hereby declare as follows:

1. I am the Defendant in the above-captioned matter and appear pro se.
2. In or around December 2024, I informed representatives of QBE and Mphasis that I was willing and able to return the QBE-issued Dell laptop containing corporate data. Despite my repeated requests, no FedEx shipping label or packaging materials have been provided.
3. I offered to have a neighbor assist with physically packaging and shipping the device while I was outside the country. This offer was ignored.
4. QBE and Mphasis continue to allege wrongful possession of the laptop, while simultaneously preventing its return. On April 29, 2025, a QBE executive ordered all internal personnel to disengage from communication on this issue.
5. The laptop contains corporate information that may fall under data protection frameworks such as GDPR, CCPA, or the NY SHIELD Act.
6. I bring this motion in good faith and ask only that the Court compel QBE to issue a standard shipping label or explain why it has refused to do so for over five months.

I declare under penalty of perjury under the laws of the United States that the foregoing is true and correct.

Executed on April 29, 2025
Albert Rojas
Pro Se Defendant

**UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF NEW YORK**

Mphasis Corporation,
Plaintiff,
v.
Albert Rojas,
Defendant.

Case No. 25-cv-3175

**[PROPOSED] ORDER TO COMPEL NON-PARTY QBE TO PROVIDE
RETURN SHIPPING MATERIALS OR SHOW CAUSE**

Upon consideration of Defendant Albert Rojas's Motion to Compel Non-Party QBE to Provide Return Shipping Materials or Show Cause for Noncompliance, and the supporting declaration and memorandum of law, and for good cause shown:

IT IS HEREBY ORDERED that:

1. QBE shall, within three (3) days of entry of this Order, provide Defendant with a FedEx shipping label and appropriate packaging to facilitate the return of the QBE-issued Dell laptop; or
2. QBE shall, within seven (7) days of entry of this Order, appear and show cause in writing why it has failed to do so despite repeated offers by Defendant to return the device since December 2024.

IT IS FURTHER ORDERED that failure to comply may result in further relief under Rule 37 of the Federal Rules of Civil Procedure or other appropriate sanctions.

SO ORDERED.

Dated: _____, 2025
New York, New York

Hon. Jesse M. Furman
United States District Judge
Southern District of New York