

Setting the Record Straight

1 message

Legal <legal@mphasis.cloud>

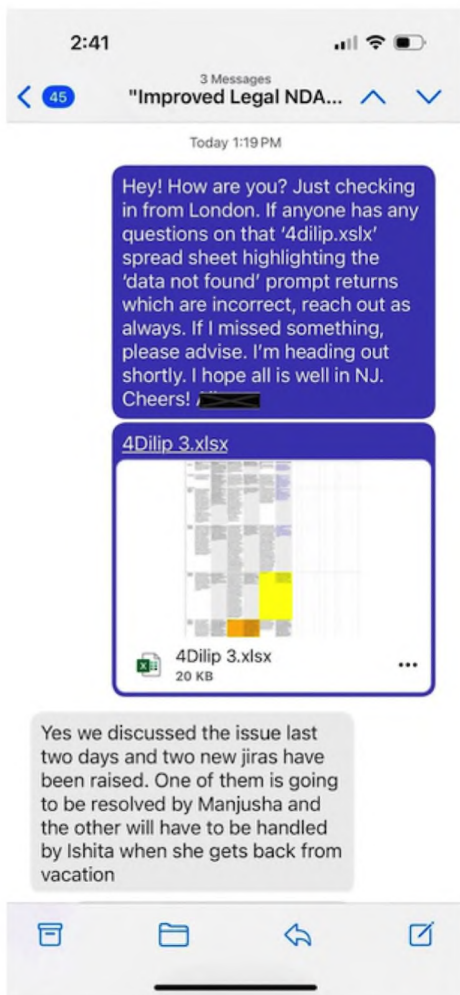
Sun, Apr 20, 2025 at 5:28 AM

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Gentlemen,

Let's clarify a few things.

QBE terminated my contract—then proceeded to continue using my work to fix the very same Legal NDA platform that Accenture had failed to deliver. That system was a disaster, and you know it. The attached email from QBE leadership (see: https://img1.wsimg.com/blobby/go/daf1ee78-e48b-4fd2-96e7-17f6c061829b/242212%20Gmail%20-%20End%20date%20for%20contract%20Dec%2031%2C%202.pdf) reveals the contradiction clearly: while one party was trying to silence me, others were quietly implementing my solutions—via new Jira tickets, no less. "... Yes we discussed the issue last two days and two new jira have been raised. One of them is going to be resolved by Manjusha and the other will have to be handled by Ishita when she gets back from vacation..."



QBE asked me to optimize what Accenture had delivered. That's why I was hired. I delivered. And you continued to use my work after the contract was cut.

Paragraph 32 of Mphasis's complaint, stating I "sought to solve a problem for an Mphasis competitor," is an outright lie. I was solving a problem for QBE—your mutual client. That distinction matters.

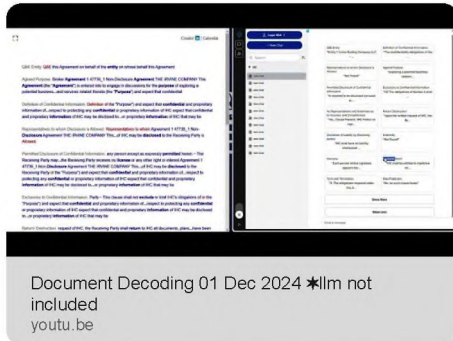
The complaint further accuses me (Paragraph 35) of forwarding material to personal emails—while failing to mention that I was never issued an Mphasis laptop. I repeatedly requested proper hardware. Instead, I was told to work on critical materials using personal equipment—an instruction confirmed by internal communications, and now conveniently omitted.

Your legal team knows this. Yet they filed a complaint that misstates facts, omits context, and casts protected disclosures as misconduct. That's not just misleading—it's retaliatory.

If you intend to continue using the fruits of my work, you can't keep pretending I didn't do the job.

Regards,  
Albert Rojas  
legal@mphasis.cloud  
<https://mphasis.cloud/>

Ps. Have a nice Easter. I'm in Cannes. Still waiting for the FedEx shipping label for the QBE Dell laptop



### 1. Public Statement (LinkedIn or Press Use)

#### QBE Wanted My Software. Mphasis Lied About It.

Despite what Mphasis and its attorneys allege in their lawsuit against me, the record tells a very different story. During my October 9, 2024 client interview, I demonstrated proprietary GenAI software for evaluating OFAC, NIST, and ISO compliance—technology QBE later referenced in internal emails (Nov 21, 2024) as they moved to operationalize it. I reminded them at the time: the API they were referencing was not open source. Yet in Paragraphs 29–32 of their complaint, Mphasis falsely claims QBE questioned my performance, put me on "watch," and that I inappropriately worked on problems tied to Accenture. These statements are entirely false. I was hired by QBE to enhance and tune what Accenture had already built—because what I demoed worked better. And I was doing the job. QBE wanted my work.

Worse, Mphasis alleges in Paragraph 35 that I improperly forwarded files to my personal email, ignoring the fact that I had never been issued an Mphasis laptop—despite repeated written requests. The materials they reference were sent by Mphasis leadership to my personal account so I could revise them, which I did under direct instruction.

All of this was known to Mphasis and its counsel. Their filing omits these critical facts and misrepresents the record. The complaint is not only inaccurate—it's retaliatory.

### 2. Legal Correspondence Version (Formal and Direct)

RE: Mphasis v. XX – Factual Rebuttal to Paragraphs 29–32 and 35

This correspondence is submitted to formally refute the knowingly false statements made in Paragraphs 29 through 32 of the complaint filed in Mphasis v. XXX.

- Paragraph 29 & 30 claim that QBE questioned my work product and placed me on "watch." These claims are categorically false.
- Paragraph 31 alleges I was warned not to transfer files to a personal device—despite the fact that I had never been issued an Mphasis-managed laptop, making access to company systems impossible.
- Paragraph 32 misrepresents my role entirely. I was hired specifically to enhance and tune systems built by Accenture. QBE leadership made this clear from the outset.

As further context, internal QBE emails from November 21, 2024 confirm that my software was being evaluated for deployment—demonstrating that the client valued and sought out the very solutions I presented during my October 9 interview.

The claims in Paragraph 35 likewise mischaracterize what occurred. I was directed to revise a slide deck for QBE over a weekend. Because I lacked access to Mphasis hardware, a manager bypassed SharePoint security and sent the file to my personal email. I completed the assignment under instruction.

Mphasis and its attorneys were fully aware of these facts. Their decision to file claims under these circumstances constitutes a knowing misrepresentation and an act of retaliation in violation of New York Labor Law § 740.