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SUPREME COURT, U.S.

No. 26-581

In the Supreme Court of the United States

VENKATESWARA RAO ADDEPALLI,
Petitioner,

v.

UNITED STATES DISTRICT COURT
FOR THE NORTHERN DISTRICT OF ILLINOIS, ET AL.,
Respondents.

ON PETITION FOR A WRIT OF CERTIORARI
TO THE UNITED STATES COURT OF APPEALS
FOR THE SEVENTH CIRCUIT

PETITION FOR A WRIT OF CERTIORARI

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SEPTEMBER MMXXVI

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QUESTIONS PRESENTED

1. Whether a court of appeals may summarily deny a petition for a writ of mandamus challenging a district court's order compelling arbitration—an order not otherwise appealable under 9 U. S. C. §16(b)—without addressing sworn, uncontroverted evidence that no arbitration agreement was ever formed, where mandamus is the petitioner's only avenue for review before an arbitral award issues.

2. Whether the Federal Arbitration Act preempts a generally applicable state employment-protection statute—here, the Illinois Workplace Transparency Act, 820 ILCS 96/1-1 *et seq.*, as amended—that voids a non-negotiated choice-of-law clause imposed on an employee as a condition of a pre-dispute arbitration agreement, where the statute does not single out arbitration for disfavored treatment.

3. Whether a delegation clause assigning all questions of an arbitration agreement's formation and enforceability to the arbitrator is itself enforceable where it was imposed in the same non-negotiated, adhesive manner as the remainder of the agreement and lacks mutuality.

PARTIES TO THE PROCEEDING

Petitioner Venkateswara Rao Addepalli was the petitioner in the court of appeals and is the plaintiff in the underlying district court action.

Respondents are the United States District Court for the Northern District of Illinois, Andrea R. Wood, United States District Judge, and respondent-defendant Infosys Ltd., the real party in interest.

RELATED PROCEEDINGS

Addepalli v. *Infosys Ltd.*, No. 1:24–cv–12933 (ND Ill.) (order compelling arbitration entered Aug. 15, 2025; orders denying reconsideration entered Mar. 11, 2026, June 23, 2026, and Aug. 24, 2026; case currently stayed and pending).

In re Addepalli, No. 26–2820 (CA7) (petition for writ of mandamus and motion for stay of arbitration denied Sept. 14, 2026).

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JURISDICTION

The Seventh Circuit's judgment was entered on September 14, 2026. This Court has jurisdiction under 28 U. S. C. §1254(1)

STATUTORY PROVISIONS INVOLVED

9 U. S. C. §2 provides:

> "A written provision in any maritime transaction or a contract evidencing a transaction involving commerce to settle by arbitration a controversy thereafter arising out of such contract or transaction, or the refusal to perform the whole or any part thereof, or an agreement in writing to submit to arbitration an existing controversy arising out of such a contract, transaction, or refusal, shall be valid, irrevocable, and enforceable, save upon such grounds as exist at law or in equity for the revocation of any contract or as otherwise provided in chapter 4." 9 U. S. C. §2.

9 U. S. C. §3 provides:

> "If any suit or proceeding be brought in any of the courts of the United States upon any issue referable to arbitration under an agreement in writing for such arbitration, the court in which such suit is pending, upon being satisfied that the issue involved in such suit or proceeding is referable to arbitration under such an agreement, shall on application of one of the parties stay the trial of the action until such arbitration has been had in accordance with the terms of the agreement, providing the applicant for the stay is not in default in proceeding with such arbitration." 9 U. S. C. §3.

9 U. S. C. §4 provides:

> "A party aggrieved by the alleged failure, neglect, or refusal of another to arbitrate under a written agreement for arbitration may petition any United States district court which, save for such agreement, would have jurisdiction under title 28, in a civil action or in admiralty of the subject matter of a suit arising out of the controversy between the parties, for an order directing that such arbitration proceed in the manner provided for in such agreement. Five days' notice in writing of such application shall be served upon the party in default. Service thereof shall be made in the manner provided by the Federal Rules of Civil Procedure. The court shall hear the parties, and upon being satisfied that the making of the agreement for arbitration or the failure to comply therewith is not in issue, the court shall make an order directing the parties to proceed to

arbitration in accordance with the terms of the agreement. The hearing and proceedings, under such agreement, shall be within the district in which the petition for an order directing such arbitration is filed. If the making of the arbitration agreement or the failure, neglect, or refusal to perform the same be in issue, the court shall proceed summarily to the trial thereof. If no jury trial be demanded by the party alleged to be in default, or if the matter in dispute is within admiralty jurisdiction, the court shall hear and determine such issue. Where such an issue is raised, the party alleged to be in default may, except in cases of admiralty, on or before the return day of the notice of application, demand a jury trial of such issue, and upon such demand the court shall make an order referring the issue or issues to a jury in the manner provided by the Federal Rules of Civil Procedure, or may specially call a jury for that purpose. If the jury find that no agreement in writing for arbitration was made or that there is no default in proceeding thereunder, the proceeding shall be dismissed. If the jury find that an agreement for arbitration was made in writing and that there is a default in proceeding thereunder, the court shall make an order summarily directing the parties to proceed with the arbitration in accordance with the terms thereof." 9 U. S. C. §4.

9 U. S. C. §16(b) provides:

"(b) Except as otherwise provided in section 1292(b) of title 28, an appeal may not be taken from an interlocutory order—

(1) granting a stay of any action under section 3 of this title;

(2) directing arbitration to proceed under section 4 of this title;

(3) compelling arbitration under section 206 of this title; or

(4) refusing to enjoin an arbitration that is subject to this title." 9 U. S. C. §16(b)

28 U. S. C. §1651(a) provides: "(a) The Supreme Court and all courts established by Act of Congress may issue all writs necessary or appropriate in aid of their respective jurisdictions and agreeable to the usages and principles of law."

42 U. S. C. §2000e–2(a) provides:

It shall be an unlawful employment practice for an employer—

(1) to fail or refuse to hire or to discharge any individual, or otherwise to discriminate against any individual with respect to his compensation, terms, conditions, or privileges of employment, because of such individual's race, color, religion, sex, or national origin; or

(2) to limit, segregate, or classify his employees or applicants for employment in any way which would deprive or tend to deprive any individual of employment opportunities or otherwise adversely affect his status as an employee, because of such individual's race, color, religion, sex, or national origin." 42 U. S. C. §2000e–2(a)

42 U. S. C. §2000e–3(a) provides:

"It shall be an unlawful employment practice for an employer to discriminate against any of his

> employees or applicants for employment, for an employment agency, or joint labor-management committee controlling apprenticeship or other training or retraining, including on-the-job training programs, to discriminate against any individual, or for a labor organization to discriminate against any member thereof or applicant for membership, because he has opposed any practice made an unlawful employment practice by this subchapter, or because he has made a charge, testified, assisted, or participated in any manner in an investigation, proceeding, or hearing under this subchapter." 42 U. S. C. §2000e–3(a)

42 U. S. C. §1981(a) provides:

> "All persons within the jurisdiction of the United States shall have the same right in every State and Territory to make and enforce contracts, to sue, be parties, give evidence, and to the full and equal benefit of all laws and proceedings for the security of persons and property as is enjoyed by white citizens, and shall be subject to like punishment, pains, penalties, taxes, licenses, and exactions of every kind, and to no other." 42 U. S. C. §1981(a)

42 U. S. C. §1981(b) provides: "For purposes of this section, the term 'make and enforce contracts' includes the making, performance, modification, and termination of contracts, and the enjoyment of all benefits, privileges, terms, and conditions of the contractual relationship."

42 U. S. C. §1981(c) provides: "The rights protected by this section are protected against impairment by

nongovernmental discrimination and impairment under color of State law."

820 Ill. Comp. Stat. 96/1–5 provides:

> "Sec. 1-5. Purpose. This State has a compelling and substantial interest in securing individuals' freedom from unlawful discrimination and harassment in the workplace. This State also recognizes the right of parties to freely contract over the terms, privileges and conditions of employment as they so choose. The purpose of this Act is to ensure that all parties to a contract for the performance of services understand and agree to the mutual promises and consideration therein, and to protect the interest of this State in ensuring all workplaces are free of unlawful discrimination, harassment, and violations of State or federal employment laws."

820 Ill. Comp. Stat. 96/1–10 provides:

"Sec. 1-10. Application.

> (a) This Act does not apply to any collective bargaining agreements that are entered into in and subject to the Illinois Public Labor Relations Act or the National Labor Relations Act. If there is a conflict between any valid and enforceable collective bargaining agreement and this Act, the collective bargaining agreement controls.
>
> (b) This Act shall have no effect on the determination of whether an employment relationship exists for the purposes of other State or federal laws, including, but not limited to, the Illinois Human Rights Act, the Workers' Compensation

Act, the Unemployment Insurance Act, and the Illinois Wage Payment and Collection Act.

(c) This Act applies to contracts entered into, modified, or extended on or after the effective date of this Act." 820 Ill. Comp. Stat. 96/1–10.

820 Ill. Comp. Stat. 96/1–15 provides:

"Sec. 1-15. Definitions. As used in this Act:

'Concerted activity' means activities engaged in for the purpose of collective bargaining or other mutual aid or protection as provided in 29 U. S. C. 157 *et seq.*, as it existed on January 19, 2025, and the Illinois Education Labor Relations Act, Illinois Public Labor Relations Act, and Labor Dispute Act.

'Employee' has the same meaning as set forth in Section 2-101 of the Illinois Human Rights Act. 'Employee' includes 'nonemployees' as defined in Section 2-102 of the Illinois Human Rights Act.

'Employer' has the same meaning as set forth in Section 2-101 of the Illinois Human Rights Act.

'Mutual condition of employment or continued employment' means any contract, agreement, clause, covenant, or waiver negotiated between an employer and an employee or prospective employee in good faith for consideration in order to obtain or retain employment.

'Prospective employee' means a person seeking to enter an employment contract with an employer.

'Settlement agreement' means an agreement, contract, or clause within an agreement or contract entered into between an employee, prospective employee, or former employee and an

employer to resolve a dispute or legal claim between the parties that arose or accrued before the settlement agreement was executed.

'Termination agreement' means a contract or agreement between an employee and an employer terminating the employment relationship.

'Unlawful employment practice' means any practice made unlawful that is actionable under Article 2 of the Illinois Human Rights Act, Title VII of the Civil Rights Act of 1964, or any other State or federal rule or law governing employment, including those that are enforced by the Illinois Department of Human Rights, Illinois Department of Labor, Illinois Labor Relations Board, Equal Employment Opportunity Commission, United States Department of Labor, Occupational Safety and Health Administration, or National Labor Relations Board.

'Unilateral condition of employment or continued employment' means any contract, agreement, clause, covenant, or waiver an employer requires an employee or prospective employee to accept as a non-negotiable material term in order to obtain or retain employment." 820 Ill. Comp. Stat. 96/1–15.

820 Ill. Comp. Stat. 96/1–25 provides:

Sec. 1–25. Conditions of employment or continued employment.

(a) Any agreement, clause, covenant, or waiver that is a unilateral condition of employment or continued employment and has the purpose or effect of preventing an employee or prospective employee from making truthful statements or

disclosures about alleged unlawful employment practices or engaging in protected concerted activity to address work-related issues is against public policy, void to the extent it prevents such statements or disclosures, and severable from an otherwise valid and enforceable contract under this Act.

(b) Any agreement, clause, covenant, or waiver that is a unilateral condition of employment or continued employment and requires the employee or prospective employee to waive, arbitrate, or otherwise diminish any existing or future claim, right, or benefit related to an unlawful employment practice to which the employee or prospective employee would otherwise be entitled under any provision of State or federal law, including that which purports to shorten the applicable statute of limitation, apply non-Illinois law to an Illinois employee's claim, or require a venue outside of Illinois to adjudicate an Illinois employee's claim, is against public policy, void to the extent it denies an employee or prospective employee a substantive or procedural right or remedy related to alleged unlawful employment practices, and severable from an otherwise valid and enforceable contract under this Act.

(c) Any agreement, clause, covenant, or waiver that is a mutual condition of employment or continued employment may include provisions that would otherwise be against public policy as a unilateral condition of employment or continued employment, but only if the agreement, clause, covenant, or waiver is in writing, demonstrates actual, knowing, and bargained-for consideration

from both parties, and acknowledges the right of the employee or prospective employee to:

(1) report any good faith allegation of unlawful employment practices to any appropriate federal, State, or local government agency enforcing discrimination laws;

(2) report any good faith allegation of criminal conduct to any appropriate federal, State, or local official;

(3) participate in a proceeding related to unlawful employment practices, including any litigation brought by any federal, State, or local government agency or any other person who alleges that the employer has violated any State, federal, or local law, regulation, or rule;

(4) make any truthful statements or disclosures required by law, regulation, or legal process;

(5) request or receive confidential legal advice; and

(6) engage in concerted activity to address work-related issues.

(d) Failure to comply with the provisions of subsection (c) shall establish a rebuttable presumption that the agreement, clause, covenant, or waiver is a unilateral condition of employment or continued employment that is governed by subsection (a) or (b).

(e) Nothing in this Section shall be construed to prevent an employee or prospective employee and an employer from negotiating and bargaining over the terms, privileges, and conditions of employment." 820 Ill. Comp. Stat. 96/1–25.

STATEMENT OF THE CASE

A. Factual and Procedural Background

Petitioner Venkateswara Rao Addepalli filed this action against Infosys Ltd. on January 2, 2025, in the United States District Court for the Northern District of Illinois, alleging discrimination on the basis of national origin, harassment, and retaliation in violation of Title VII of the Civil Rights Act of 1964 and 42 U. S. C. §1981.

On February 3, 2025, Infosys moved to compel arbitration and to dismiss or stay the action, relying on a purported Mutual Arbitration Agreement (MAA). Petitioner opposed the motion and submitted a sworn declaration and contemporaneous documentary evidence disputing that he ever received, viewed, or executed the MAA, and disputing that Infosys's own records reflect that any such agreement was ever posted to or accepted by him.

On August 15, 2025, the district court granted Infosys's motion, compelled arbitration, and stayed the action pursuant to 9 U. S. C. §3, without conducting the summary trial on the issue of contract formation that 9 U. S. C. §4 requires where the making of the arbitration agreement is genuinely disputed.

Petitioner moved for reconsideration on more than one occasion, renewing his evidentiary challenge to the formation of the MAA and separately arguing that, even if formed, the MAA is unenforceable because: (1) the Illinois Workplace Transparency Act voids the MAA's Texas choice-of-law clause as applied to an Illinois employee; (2) the MAA's delegation clause is itself unconscionable and cannot remove the enforceability question from the court; and (3) the MAA as a

whole is procedurally and substantively unconscionable under Illinois law because it compels arbitration of the universe of claims an employee could bring while reserving a judicial forum for the narrow category of claims only Infosys could bring. The district court denied each such motion, including by orders dated March 11, 2026, June 23, 2026, and August 24, 2026.

Because an order compelling arbitration and staying—rather than dismissing—an action is not immediately appealable as of right under 9 U. S. C. §16(b), petitioner sought review of the district court's order by petitioning the Seventh Circuit for a writ of mandamus under the All Writs Act, 28 U. S. C. §1651(a), together with a motion for an immediate stay of arbitration pending disposition of the petition. That petition, filed September 3, 2026 and docketed as No. 26–2820, presented the same evidentiary and legal challenges described above.

On September 14, 2026, a panel of the Seventh Circuit (Scudder, Jackson-Akiwumi, and Maldonado, JJ.) denied the petition and the stay motion in a one-line order that did not address the merits of petitioner's arguments.

B. The Decision Below Leaves Petitioner Without Any Avenue for Review of Arbitrability Before an Award Issues

Absent further review, the district court's determination that petitioner's claims are subject to arbitration—a determination petitioner contends rests on a disputed, and disputedly nonexistent, agreement—will proceed to an arbitral award without any court ever having adjudicated whether an agreement to

arbitrate was formed. Because 9 U. S. C. §16(b) forecloses an interlocutory appeal, and because the Seventh Circuit's summary denial forecloses mandamus, petitioner is left with no mechanism to obtain judicial review of arbitrability before being bound, as a practical matter, to an arbitral forum whose jurisdiction he disputes.

REASONS FOR GRANTING THE PETITION

I. The Decision Below Is Inconsistent With This Court's Mandamus Standard and With Other Applications of That Standard to Arbitrability Determinations.

This Court has held that mandamus is available where a petitioner shows: (1) no other adequate means to attain the desired relief; (2) a clear and indisputable right to the writ; and (3) that issuance is appropriate under the circumstances. *Cheney* v. *United States Dist. Court for D. C.*, 542 U. S. 367, 380–381 (2004). The Seventh Circuit has itself recognized mandamus as "a traditional and appropriate vehicle for reviewing a district court's determination that a dispute is subject to arbitration," particularly where, as here, no interlocutory appeal is available. *In re Bunge Ltd.*, 787 F. 3d 411, 413 (CA7 2015); *In re VMS Securities Litigation*, 103 F. 3d 1317, 1322 (CA7 1996).

The one-line order below is silent as to whether the panel considered petitioner's uncontroverted evidence that the MAA was never formed, or his statutory and unconscionability arguments under Illinois law. A summary denial that does not engage the *Cheney* factors, in a case where the underlying order is otherwise

unreviewable, risks converting mandamus from the "traditional and appropriate vehicle" the courts of appeals themselves have recognized into a formality that forecloses review altogether. This Court's guidance is needed on what degree of engagement with the merits *Cheney* requires when mandamus is the only means of interlocutory review of an arbitrability determination.

II. Whether the FAA Preempts State Statutes Voiding Non-Negotiated Choice-of-Law Clauses in Employment Arbitration Agreements Is a Recurring, Unsettled Question of National Importance.

In the years following *AT&T Mobility LLC* v. *Concepcion*, 563 U. S. 333 (2011), a number of States have enacted employee-protective statutes aimed at conditions of employment—including choice-of-law and venue provisions—that are imposed as non-negotiated terms. The Illinois Workplace Transparency Act, as amended effective January 1, 2026, is one such statute. Because it applies to any unilaterally imposed choice-of-law or venue term in an employment contract, without regard to whether that contract involves arbitration, petitioner submits it falls within the FAA's savings clause for generally applicable contract rules, 9 U. S. C. §2, rather than the disfavored category of arbitration-specific rules preempted by *Concepcion*.

Other circuits addressing analogous state statutes have reached differing conclusions about where the line between a generally applicable rule and an arbitration-specific one falls. Compare *In re Bunge Ltd.*,

787 F. 3d 411 (CA7 2015), with *Chamber of Commerce of the United States* v. *Bonta*, 62 F. 4th 473 (CA9 2023) (en banc) (FAA preempted a state law that, unlike a generality-neutral choice-of-law statute, singled out arbitration for a categorical ban). The decision below, by declining to reach the question, leaves Illinois employees—and employees in the several other States with comparable statutes—without guidance on whether such protections survive the FAA. This is precisely the kind of recurring, nationally important, and unsettled question of federal law this Court's certiorari jurisdiction exists to resolve. This Court's Rule 10(c).

III. The Enforceability of a Delegation Clause Imposed in the Same Adhesive Manner as the Agreement It Purports to Delegate Presents an Important and Recurring Question Under *Rent-A-Center*.

This Court held in *Rent-A-Center, West, Inc.* v. *Jackson*, 561 U. S. 63, 70–72 (2010), that a delegation clause is severable and enforceable unless a challenge is specifically directed at the delegation provision itself. Petitioner's challenge below was so directed: the MAA's delegation clause was imposed in the same non-negotiated manner as the remainder of the agreement, and it lacks the mutuality *Rent-A-Center*'s rationale presupposes, insofar as the MAA reserves a judicial forum for claims only Infosys could bring while delegating to the arbitrator every question concerning claims an employee could bring. The decision below does not address how *Rent-A-Center*'s severability rule applies where the delegation clause and the agreement it delegates share the identical procedural

and substantive infirmities. Clarification would benefit the lower courts, which continue to apply *Rent-A-Center* inconsistently in the employment context.

IV. This Case Is a Clean Vehicle for Resolving These Questions.

The record below is undisputed as to the operative facts: Infosys's own business records reflect the arbitration document packet as "Unposted"; the MAA bears no signature of petitioner; and petitioner's sworn declaration and contemporaneous evidence were never rebutted. The questions presented are outcome-determinative, were pressed and passed upon (or, as to the mandamus standard, necessarily and inescapably presented) below, and do not require this Court to resolve any disputed factual issue in the first instance.

CONCLUSION

This Court should grant certiorari. In the alternative, petitioner respectfully pray that this Court grant certiorari, vacate the judgment below, and remand to the Seventh Circuit for further consideration in light of the questions identified above, or grant such other relief as the Court deems just and proper.

Respectfully submitted.

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SEPTEMBER 2026

Appendix A
[Filed: Sep. 14, 2026]

UNITED STATES COURT OF APPEALS FOR THE SEVENTH CIRCUIT

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ORDER

September 14, 2026

Before
MICHAEL Y. SCUDDER, *Circuit Judge*
CANDACE JACKSON-AKIWUMI, *Circuit Judge*
NANCY L. MALDONADO, *Circuit Judge*

No. 26-2820	IN RE: VENKATESWARA RAO ADDEPALLI, Petitioner
Petition for Writ of Mandamus	
District Court No: 1:24-cv-12933 District Judge Andrea R. Wood	

The following are before the court:

1. **PETITION FOR WRIT OF MANDAMUS**, filed on September 3, 2026, by the pro se petitioner.
2. **MOTION FOR IMMEDIATE STAY OF ARBITRATION PENDING DISPOSITION OF THE PETITION**, filed on September 3, 2026, by the pro se appellant.

IT IS ORDERED that the petition and motion for a stay of arbitration are **DENIED**.

Appendix B
[Filed: Aug. 15, 2025]

IN THE UNITED STATES DISTRICT COURT
FOR THE NORTHERN DISTRICT OF ILLINOIS
EASTERN DIVISION

VENKATESWARA RAO ADDEPALLI,	)	
Plaintiff,	)	No. 24-cv-12933
v.	)	Judge Andrea R. Wood
INFOSYS LTD,	)	
Defendant.	)	

ORDER

Defendant's motion to compel arbitration and dismiss or stay the action [12] is granted and Plaintiff's motion for discovery, included within his response to the motion to compel arbitration [15], is denied as moot. Pursuant to 9 U. S. C. §3, this case is hereby stayed pending the completion of arbitration proceedings. By 11/14/2025, the parties shall file a joint status report setting forth: (1) the status of the arbitration proceedings, and (2) whether any party believes there is any reason the stay of proceedings should be lifted. During the pendency of the arbitration proceedings, the parties will file updated joint status reports every 90 days. Notwithstanding the parties' obligation to file a joint status report, the parties shall promptly notify the Court upon conclusion of the arbitration proceedings. Telephonic status hearing set for 8/15/2025 is stricken; parties need not appear. See the accompanying Statement for details.

STATEMENT

Plaintiff Venkateswara Rao Addepalli is a former employee of Defendant Infosys Limited ("Infosys"). Addepalli alleges that, during his employment with Infosys, he was discriminated against on the basis of his national origin and then terminated in retaliation for complaining about that discrimination. He has brought the present action *pro se*, asserting claims against Infosys under Title VII of the Civil Rights Act of 1964, 42 U.S.C. §2000e *et seq.*, and 42 U.S.C. §1981. Infosys contends that those claims are subject to an arbitration agreement that Addepalli executed when he was hired by Infosys. Thus, Infosys now moves to compel arbitration and dismiss or stay the action. (Dkt. No. 12.) For the reasons that follow, Infosys's motion is granted.

The Federal Arbitration Act, 9 U.S.C. §1 *et seq.*, "governs the enforcement, validity, and interpretation of arbitration clauses in commercial contracts in both state and federal courts." *Jain v. de Mere*, 51 F.3d 686, 688 (7th Cir. 1995). The Act "embodies both a 'liberal federal policy favoring arbitration and the fundamental principle that arbitration is a matter of contract.'" *Gore v. Alltel Commc'ns, LLC*, 666 F.3d 1027, 1032 (7th Cir. 2012) (quoting *AT&T Mobility LLC v. Concepcion*, 563 U.S. 333, 339 (2011)). "In line with these principles, courts must place arbitration agreements on an equal footing with other contracts, and enforce them according to their terms." *Concepcion*, 563 U.S. at 339 (citations omitted).

Under the Federal Arbitration Act, arbitration must be compelled when the following three elements are established: "a written agreement to arbitrate, a

dispute within the scope of the arbitration agreement, and a refusal to arbitrate." *Zurich Am. Ins. Co. v. Watts Indus., Inc.*, 417 F. 3d 682, 687 (7th Cir. 2005). This Court reviews a motion to compel arbitration under the summary judgment standard. *Tinder v. Pinkerton Sec.*, 305 F. 3d 728, 735 (7th Cir. 2002). Thus, the Court must accept the non-movant's evidence as true and draw all reasonable inferences in his favor. *Id.* If the party opposing arbitration demonstrates that there is a genuine issue of material fact concerning the existence of an agreement to arbitrate, the issue shall proceed to trial. *Id.* However, "[a] trial to determine arbitrability is required . . . only if the issue an evidentiary hearing would resolve is fairly contestable." *Am. Int'l Specialty Lines Ins. Co. v. Elec. Data Sys. Corp.*, 347 F. 3d 665, 671 (7th Cir. 2003).

According to Infosys, it extended an offer of employment to Addepalli on October 30, 2019. (Def.'s Mot. to Compel Arbitration, Ex. A, Claiborne Decl. ¶ 4, Dkt. No. 12-1; Def.'s Mot. to Compel Arbitration, Ex. B, Offer Letter, Dkt. No. 12-2.) In its offer letter to Addepalli, Infosys states that its offer of employment is "contingent upon," among other things, his signing of a mutual arbitration agreement. (Def.'s Mot. to Compel Arbitration, Ex. B, Offer Letter.) That arbitration agreement provides, in relevant part, that "Infosys and Signer agree to resolve covered claims and disputes as provided for in this Agreement before a neutral arbitrator." (Def.'s Mot. to Compel Arbitration, Ex. C, Mutual Arbitration Agreement, Dkt. No. 12-3.) Among the claims that the arbitration agreement expressly identifies as covered claims are "any claims based upon or related to discrimination,

harassment, [and] retaliation," which "specifically covers all claims arising under Title VII of the Civil Rights Act of 1964 [and] 42 U. S. C. §1981." (*Id.*)

The express language of the arbitration agreement leaves no doubt that this action falls within its scope. Moreover, Addepalli has refused to submit to arbitration. Nonetheless, Addepalli contends that arbitration cannot be compelled because Infosys has not shown that he accepted the arbitration agreement. In determining the existence of an agreement to arbitrate, federal courts apply state-law principles of contract formation. *Gupta v. Morgan Stanley Smith Barney, LLC*, 934 F. 3d 705, 711 (7th Cir. 2019). Because Infosys asserts that Illinois law governs the dispute here and Addepalli does not contend otherwise, that is the substantive law the Court will apply. *See Faulkenberg v. CB Tax Franchise Sys., LP*, 637 F. 3d 801, 809 (7th Cir. 2011) ("In the absence of [a request to apply the law of a state other than the forum], we apply Illinois law to the question whether the parties agreed to submit disputes to arbitration."). An enforceable contract in Illinois requires "an offer, acceptance, consideration, and mutual assent." *Nat'l Prod. Workers Union Ins. Tr. v. Cigna Corp.*, 665 F. 3d 897, 901 (7th Cir. 2011).

As noted above, Infosys's offer letter to Addepalli made its offer of employment contingent upon Addepalli signing the referenced arbitration agreement. That letter directed Addepalli to formalize his acceptance within five business days of the date of the offer letter. (Def.'s Mot. to Compel Arbitration, Ex. B, Offer Letter.) Separately, also on October 30, 2019, Infosys sent Addepalli an email notifying him that his offer letter and its attachments had been

posted to Infosys's candidate portal. (Def.'s Reply in Supp. of Mot. to Compel Arbitration, Polanowski Decl. ¶¶4, 6, Dkt. No. 19-1.) That email included a link to Infosys's candidate portal and directed Addepalli to "confirm whether you are accepting the offer using [the] dedicated response form at the bottom of your offer letter." (Ex. B to Polanowski Decl., Dkt. No. 19-1.) And Infosys has introduced evidence showing that Addepalli used that response form to indicate his acceptance of Infosys's offer on October 30, 2019. (Def.'s Mot. to Compel Arbitration, Ex. D, Dkt. No. 12-4.) Specifically, Addepalli affirmed that he had read, understood, and "accept[ed] all the terms and conditions contained in this offer letter and attached annexures." (*Id.*)

Taken together, the record demonstrates that Infosys notified Addepalli in writing that its employment offer was contingent on his execution of the arbitration agreement and that Addepalli used Infosys's candidate portal's response form to accept the offer. And Addepalli did subsequently commence working for Infosys and continued to do so until his termination giving rise to this lawsuit. Addepalli offers no evidence of his own to rebut Infosys's evidence showing their agreement to arbitrate. Typically, a defendant who disputes the existence of an arbitration agreement attempts to create a dispute of fact by submitting an affidavit or declaration with their sworn denial of entering into such an agreement. *E. g.*, *Bradley v. Meijer Stores LP*, No. 23 CV 1269, 2023 WL 3042984, at *4 (N. D. Ill. Apr. 21, 2023) ("There is a growing consensus among the courts of appeals that a party's sworn statement that he did not sign an arbitration agreement—if spelled out in sufficient detail—

is sufficient to create a genuine issue of fact necessitating a trial.").

Addepalli's opposition brief conspicuously fails to deny outright that he accepted Infosys's employment offer on the terms set forth in the offer letter. Rather, Addepalli simply states that he "does not have any records in [his] possession to indicate that [he has] accepted the Mutual Arbitration Agreement." (Pl.'s Opp'n at 2, Dkt. No. 15.) Such a statement is akin to circumstances "where a plaintiff testifies he or she ***does not remember*** receiving or executing an arbitration agreement," which courts generally find "insufficient to create a genuine dispute of fact." *Muhammad v. Dollar Tree*, No. 18 C 04192, 2020 WL 1530750, at *4 (N.D. Ill. Mar. 31, 2020); *see also Greenhill v. RV World, LLC*, 727 F. Supp. 3d 798, 807 (S.D. Ill. 2024) ("[T]he mere fact that Plaintiff failed to read the Agreement, despite having the opportunity to do so, does not prevent the formation of the Agreement.").

Elsewhere in his brief, Addepalli seems to take issue with the form of Infosys's proof of his acceptance. For example, he faults Infosys for not "produc[ing] a copy of the system-generated confirmation email, which is considered the industry standard for electronic acceptance." (Pl.'s Opp'n at 8.) But Infosys has submitted declarations from its employees with knowledge of its policies and procedures for onboarding candidates and personnel files. Infosys also has submitted evidence that it emailed Addepalli's offer letter to the same email address that he provided to this Court in connection with the present action, that the email contained a link to Infosys's candidate portal where the offer letter and its attachments—

including the arbitration agreement—had been posted, and that Addepalli had used that link to submit his acceptance of Infosys's offer. Thus, Infosys has come forward with proof of Addepalli's acceptance, thereby requiring Addepalli to come forward with his own evidence to rebut Infosys's proof; nitpicking about whether Infosys could have provided better proof does not suffice. *Tinder*, 305 F. 3d at 735 ("[A] party cannot avoid compelled arbitration by generally denying the facts upon which the right to arbitration rests; the party must identify specific evidence in the record demonstrating a material factual dispute for trial.").[1]

Because Infosys's evidence supports its claim that Addepalli agreed to arbitrate the claims here and Addepalli fails to squarely deny that his employment offer at Infosys was contingent on his acceptance of the arbitration agreement, the Court finds that arbitration must be compelled. As a result, the Court must determine whether to dismiss the action outright or stay it pending arbitration. Infosys argues that dismissal is proper because it has sought to enforce the arbitration agreement by way of a motion

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[1] In a sur-reply, Addepalli asserts that Infosys waived its right to arbitrate by failing to invoke the arbitration agreement during administrative proceedings on his discrimination charge. But the arbitration agreement makes clear that "[n]othing in this Agreement should be interpreted as restricting or prohibiting the Signer from filing a charge . . . with the U. S. Equal Employment Opportunity Commission . . . or any other federal, state, or local administrative agency" and "any dispute or claim that is covered by this Agreement but not resolved through the federal, state, or local agency proceedings must be submitted to arbitration in accordance with this Agreement." (Def.'s Mot. to Compel Arbitration, Ex. C, Mutual Arbitration Agreement.)

under Federal Rule of Civil Procedure 12(b)(3). However, the Seventh Circuit has recently clarified that Rule 12(b)(3) is not a proper vehicle for enforcing arbitration agreements. *Rodgers-Rouzier v. Am. Queen Steamboat Operating Co., LLC*, 104 F. 4th 978, 984 (7th Cir. 2024). For that reason, the Court will not dismiss the action but instead grant Infosys's alternative request to stay the case to allow for arbitration in accordance with the parties' arbitration agreement.

Dated: August 15, 2025

/s/ Andrea R. Wood
Andrea R. Wood
United States District Judge

Appendix C
[Filed: Mar. 11, 2026]

IN THE UNITED STATES DISTRICT COURT FOR THE NORTHERN DISTRICT OF ILLINOIS
EASTERN DIVISION

VENKATESWARA RAO ADDEPALLI,	)	
Plaintiff,	)	No. 24-cv-12933
v.	)	Judge Andrea R. Wood
INFOSYS LTD,	)	
Defendant.	)	

ORDER

Having reviewed the parties' briefing, the Court construes Plaintiff's motion to lift stay and declare arbitration agreement unenforceable [40] as a motion under Federal Rule of Civil Procedure 54(b) for reconsideration of the Court's order compelling arbitration and staying proceedings [39]. That motion is denied. Under Rule 54(b), a district court may reconsider its interlocutory orders at any time before entry of a final judgment. Fed. R. Civ. P. 54(b); *e. g., Wiegel v. Stork Craft Mfg., Inc.*, 891 F. Supp. 2d 941, 944 (N. D. Ill. 2012). "Motions for reconsideration serve a limited function: to correct manifest errors of law or fact or to present newly discovered evidence." *Caisse Nationale de Credit Agricole v. CBI Indus., Inc.*, 90 F. 3d 1264, 1269 (7th Cir. 1996) (internal quotation marks omitted). By contrast, "[r]econsideration is not an appropriate forum for rehashing previously rejected arguments or arguing matters that could have been heard during the pendency of the previous motion." *Id.* at 1270. With the instant motion, Plaintiff asks

the Court to declare void and unenforceable his arbitration agreement with Defendant. However, the existence of a valid and enforceable arbitration agreement was a central issue for Defendant's motion to compel arbitration and, in granting that motion, the Court concluded that Plaintiff had agreed to arbitrate the claims in this case. Most of Plaintiff's arguments for reconsideration represent nothing more than an attempt to rehash and relitigate arguments already rejected in connection with Defendant's motion to compel arbitration. To the extent Plaintiff raises any new arguments in his motion for reconsideration about the purported procedural and substantive unconscionability of the arbitration agreement, those arguments could have been made in opposing Defendant's motion to compel arbitration and do not provide a basis for the Court to reconsider its order compelling arbitration. Accordingly, the stay in this case shall remain in place pending completion of arbitration proceedings. The telephonic status hearing set for March 12, 2026 is stricken. Instead, by June 11, 2026, the parties shall file a joint status report setting forth: (1) the status of the arbitration proceedings, and (2) whether any party believes there is any reason the stay of proceedings should be lifted. Notwithstanding the parties' obligation to file a joint status report, the parties shall promptly notify the Court upon conclusion of the arbitration proceedings.

Dated: March 11, 2026

/s/ Andrea R. Wood
Andrea R. Wood
United States District Judge

Appendix D
[Filed: Jun. 23, 2026]

IN THE UNITED STATES DISTRICT COURT FOR THE NORTHERN DISTRICT OF ILLINOIS EASTERN DIVISION

VENKATESWARA RAO ADDEPALLI,	)	
Plaintiff,	)	No. 24-cv-12933
v.	)	Judge Andrea R. Wood
INFOSYS LTD,	)	
Defendant.	)	

ORDER

Plaintiff's second motion for reconsideration of the Court's order compelling arbitration and staying proceedings based on newly discovered evidence [51] is denied. For this Court to reconsider its interlocutory order pursuant to Fed. R. Civ. P. 54(b) based on newly discovered evidence, Plaintiff "must show not only that [the] evidence was newly discovered or unknown to [him] until after the [Court's order compelling arbitration], but also that [he] could not with reasonable diligence have discovered and produced such evidence" in connection with Defendant's motion to compel arbitration. *Caisse Nationale de Credit Agricole v. CBI Indus., Inc.*, 90 F. 3d 1264, 1269 (7th Cir. 1996) (internal quotation marks omitted). But, as Plaintiff confirmed in open court, he possessed the evidence he presents as newly discovered long before this action was initiated but claims only recently to have discovered that he possessed that evidence. Plaintiff "cannot now introduce evidence to which [he] had access

when [he] tendered [his] previous filings." *Quaker Alloy Casting Co. v. Gulfco Indus., Inc.*, 123 F. R. D. 282, 288 (N. D. Ill. 1988). While Plaintiff asks that his failure to discover the evidence earlier be excused on account of his limited resources, the Court is not persuaded that Plaintiff could not have discovered the evidence with reasonable diligence, even considering his *pro se* status. The newly discovered evidence consists of screenshots of the employment offer and acceptance documents that Defendant claims gave rise to Plaintiff's arbitration obligation and that Plaintiff admittedly captured and saved for his own records. Plaintiff fails to explain why he was unable to timely find, through reasonable diligence, evidence within his own records that was directly relevant to the motion to compel arbitration. *See Oto v. Metro. Life Ins. Co.*, 224 F. 3d 601, 606 (7th Cir. 2000) ("Given the ease with which [the new evidence could have been discovered], it cannot be said that [the party] exercised due diligence."). Consequently, the stay in this case shall remain in place pending completion of arbitration proceedings. The telephonic status hearing set for 6/23/2026 is stricken. The deadline for the parties to file their joint status report is extended from 6/11/2026 to 7/23/2026. The joint status report shall set forth: (1) the status of the arbitration proceedings, and (2) whether any party believes circumstances have changed such that the stay of proceedings should be lifted. Notwithstanding the parties' obligation to file a joint status report, the parties shall promptly notify the Court upon conclusion of the arbitration proceedings.

Dated: June 23, 2026 /s/ Andrea R. Wood
Andrea R. Wood
United States District Judge

Appendix E
[Filed: Aug. 24, 2026]

IN THE UNITED STATES DISTRICT COURT FOR THE NORTHERN DISTRICT OF ILLINOIS EASTERN DIVISION

VENKATESWARA RAO ADDEPALLI, Plaintiff,	)	No. 24-cv-12933 Judge Andrea R. Wood
v.	)	
INFOSYS LTD, Defendant.	)	

ORDER

The Court construes Plaintiff's motion to lift the stay and allow the case to proceed in court [60] as a third motion for reconsideration. That motion is denied. As this Court has previously advised, a motion for reconsideration under Federal Rule of Civil Procedure 54(b) "serve[s] a limited function: to correct manifest errors of law or fact or to present newly discovered evidence." *Caisse Nationale de Credit Agricole v. CBI Indus., Inc.*, 90 F. 3d 1264, 1269 (7th Cir. 1996) (internal quotation marks omitted). Plaintiff's latest motion seeks to reargue the same issues that this Court has already decided in its order compelling arbitration and staying proceedings and its subsequent orders denying Plaintiff's two prior motions for reconsideration of that order compelling arbitration. "Reconsideration is not an appropriate forum for rehashing previously rejected arguments or arguing matters that could have been heard during the pendency of the previous motion." *Id.* at 1270. Consequently, the

stay in this case shall remain in place pending completion of arbitration proceedings. By 9/14/2026, the parties shall file a joint status report regarding the status of the arbitration proceedings, including whether such proceedings have been initiated. To the extent Plaintiff does not intend to initiate arbitration proceedings, he should indicate that intention in the joint status report so that the Court may determine whether the case should be dismissed.

Dated: August 24, 2026

/s/ Andrea R. Wood
Andrea R. Wood
United States District Judge

Appendix F
[Filed: Sep. 3, 2026]

No. _____

IN THE UNITED STATES COURT OF APPEALS
FOR THE SEVENTH CIRCUIT

In re: VENKATESWARA RAO ADDEPALLI,	No. _____
Petitioner,	On Petition for a Writ of Mandamus to the United States District Court for the Northern District of Illinois, Eastern Division, No. 1:24-cv-12933
v.	
UNITED STATES DISTRICT COURT FOR THE NORTHERN DISTRICT OF ILLINOIS, EASTERN DIVISION, THE HONORABLE ANDREA R. WOOD,	
Respondent,	
INFOSYS LTD,	
Real Party in Interest.	

PETITION FOR WRIT OF MANDAMUS

(WITH REQUEST FOR IMMEDIATE STAY OF ARBITRATION PENDING DISPOSITION OF THE PETITION)

Venkateswara Rao Addepalli
Petitioner, Pro Se
1850 Heather Street
Bolingbrook, Illinois 60490
Telephone: (630) 752-8233
Email: Rao_Add@yahoo.com
Dated: September 3, 2026

CORPORATE DISCLOSURE STATEMENT

Petitioner Venkateswara Rao Addepalli is an individual proceeding pro se and is not a corporation. Pursuant to Circuit Rule 26.1, Petitioner states that the real party in interest, Respondent Infosys Ltd. ("Infosys"), is, upon information and belief, a publicly traded corporation organized under the laws of India, with no domestic parent corporation known to Petitioner. Petitioner is unaware of any publicly held corporation owning ten percent or more of Infosys's stock.

STATEMENT REGARDING RELIEF SOUGHT

Petitioner respectfully petitions this Court, pursuant to the All Writs Act, 28 U. S. C. §1651(a), and Federal Rule of Appellate Procedure 21, for a writ of mandamus directed to the Honorable Andrea R. Wood, United States District Judge for the Northern District of Illinois, Eastern Division, in Addepalli v. Infosys Ltd., No. 1:24-cv-12933. Petitioner asks this Court to:

(1) immediately and administratively stay all arbitration proceedings between Petitioner and Infosys, and stay the district court's September 14, 2026 joint-status-report deadline, pending this Court's disposition of this petition;

(2) vacate the district court's Order of August 15, 2025 (Dkt. 39) compelling arbitration and staying this action, together with its subsequent Orders of March 11, 2026 (Dkt. 50), June 23, 2026 (Dkt. 60), and August 24, 2026 (Dkt. 62), each of which declined to disturb the order compelling arbitration;

(3) direct the district court to find and declare that Petitioner never consented to, accepted, or executed the Mutual Arbitration Agreement Infosys relies upon, and that the Agreement is void and unenforceable as to Petitioner's claims, or, in the alternative, direct the district court to conduct a summary trial on the formation and enforceability of that Agreement pursuant to 9 U. S. C. §4; and

(4) direct the district court and its designated Court Reporter to correct, supplement, or certify the record of the October 30, 2025 hearing, or in the alternative to make available the underlying audio recording for Petitioner's use in seeking correction of the record under Federal Rule of Appellate Procedure 10(e), given Petitioner's unresolved, good-faith dispute over the completeness and accuracy of the transcript and the five-month delay between that hearing and the district court's next ruling.

ISSUES PRESENTED

1. Whether the district court clearly and indisputably erred, as a matter of law, in compelling arbitration

and repeatedly declining reconsideration where Infosys's own records show the offer-and-arbitration document packet as "Unposted," the Mutual Arbitration Agreement bears no signature of Petitioner, and Petitioner's sworn declaration and contemporaneous screenshot evidence affirmatively show that no arbitration term was ever presented to or viewed by him.

2. Whether the district court clearly and indisputably erred in failing to apply Illinois law — including the Illinois Workplace Transparency Act, which voids the Agreement's Texas choice-of-law clause as applied to an Illinois employee — and in failing to hold that the Agreement's delegation clause and the Agreement as a whole are unconscionable and unenforceable under Illinois law.

3. Whether Petitioner has no other adequate means to obtain relief, given that an order compelling arbitration and staying (rather than dismissing) an action is not immediately appealable as of right under 9 U. S. C. §16(b), and whether a stay of arbitration is necessary to prevent this controversy from becoming moot before it can be reviewed.

4. Whether the incomplete and/or inaccurate transcript of the October 30, 2025 hearing, unresolved despite Petitioner's good-faith efforts to correct it, together with the district court's nearly five-month delay in ruling following that hearing, deprived Petitioner of a full and fair record and warrants this Court's intervention to ensure an accurate record for review.

STATEMENT OF FACTS

Petitioner Venkateswara Rao Addepalli, a United States citizen residing in Bolingbrook, Illinois, worked for Infosys as a Lead Consultant from November 2019 through June 2023. On January 2, 2025, proceeding pro se, he filed this action in the Northern District of Illinois alleging national-origin discrimination and retaliatory termination in violation of Title VII and 42 U. S. C. §1981. (Dkt. 1.)

On February 3, 2025, Infosys moved to compel arbitration and to dismiss or stay the action, relying on a Mutual Arbitration Agreement ("MAA" or "the Agreement") it contended Petitioner had accepted through its online candidate portal on October 30, 2019, together with declarations from its personnel. (Dkt. 12.) Petitioner, opposing pro se and without the benefit of counsel, stated that he had no records in his possession indicating he had accepted the MAA. (Dkt. 15.)

On August 15, 2025, the district court granted Infosys's motion, compelled arbitration, and stayed the action under 9 U. S. C. §3. (Dkt. 39.) The court found that Infosys had produced evidence that Petitioner used a portal response form to accept its offer, and that Petitioner had not squarely denied that his offer of employment was contingent on acceptance of the MAA. (Dkt. 39 at 3–4.) The court expressly noted that a sworn, detailed denial of acceptance — "if spelled out in sufficient detail" — would be sufficient to create a triable issue of fact. (Id. at 3 (citing Bradley v. Meijer Stores LP, No. 23 CV 1269, 2023 WL 3042984 (N. D. Ill. Apr. 21, 2023)).)

On August 18, 2025, Petitioner moved to lift the stay and declare the Agreement unenforceable. (Dkt. 40.) That motion attached a contemporaneous screenshot whose visible scroll position confirms that no further content was available beyond what Petitioner actually saw, and explained in detail the same screenshot that had already been filed with the initial Complaint on January 2, 2025. (Dkt. 40, Memorandum of Law in Support of Plaintiff's Motion to Lift Stay and Declare Arbitration Agreement Unenforceable.) An oral hearing on the motion was held on October 30, 2025, before Judge Wood. Nearly five months later, on March 11, 2026, the court denied the motion, construing it as one for reconsideration under Rule 54(b) and finding that most of Petitioner's arguments merely rehashed positions already rejected. (Dkt. 50.)

On March 15, 2026, Petitioner — having by then learned, through his own further research as a pro se litigant, precisely what evidentiary showing the law required — filed a second motion for reconsideration supported by (a) his sworn Declaration expressly and unequivocally denying that he ever signed, saw, or knowingly accepted the MAA, and stating that at no time during his employment was he shown, told about, or asked to sign the Agreement; and (b) a contemporaneous screenshot together with corresponding portal-notification emails showing the actual offer document as it was presented to him on October 30, 2019 — a document that does not reference the word "arbitration," does not reference any attachment, and whose visible scroll position confirms that no further content was available beyond what he actually saw.

(Dkt. 51; Dkt. 52.) Petitioner's Declaration further stated that Infosys's own Exhibit A to the Polanowski Declaration (Dkt. 19-1) shows the document packet's status as "Unposted," and that the MAA itself bears the signature only of Infosys's Richard Lobo — not Petitioner — and contains no signature line for Petitioner at all. (Dkt. 52 ¶¶3, 7, 11.)

The screenshot evidence was first presented to the court with the original complaint, filed on January 2, 2025. It was addressed again in detail in Dkt. 40, the Memorandum of Law in Support of Plaintiff's Motion to Lift Stay and Declare Arbitration Agreement Unenforceable, and the same screenshot—together with the corresponding portal-notification emails—was presented once more in Dkt. 51. The only newly discovered evidence was the portal-notification emails; the screenshot itself was not new.

On June 23, 2026, the district court denied that second motion, treating it as based on "newly discovered evidence" and finding that Petitioner had long possessed, but only recently appreciated the significance of, the screenshot evidence, and therefore had not shown the diligence Rule 54(b) and Rule 60(b)(2) require. (Dkt. 60.).

On July 15, 2026, Petitioner filed a further motion, arguing, among other things, that Infosys had never produced any system log, email, or signed document — as opposed to affidavits restating its litigation position — establishing that the MAA was ever presented to him; that Illinois law, not the Agreement's Texas choice-of-law clause, governs the threshold questions of formation and enforceability, particularly in light of the Illinois Workplace Transparency Act,

820 ILCS 96/1-1 et seq., as amended effective January 1, 2026; that the Agreement's delegation clause is itself unconscionable and cannot remove the enforceability question from the court; and that the Agreement is both procedurally and substantively unconscionable because it was presented on a non-negotiable basis and reserves a judicial forum for Infosys's own claims while compelling arbitration of every claim an employee could bring. (Dkt. 61.) On August 24, 2026, the district court denied that motion as a third motion for reconsideration, without addressing the choice-of-law, delegation-clause, or unconscionability arguments on their merits, and directed the parties to file a joint status report by September 14, 2026 addressing whether arbitration has been initiated. (Dkt. 62.) To date, no arbitration demand has been filed, no arbitrator has been appointed, and no arbitration proceeding of any kind has commenced.

On August 25, 2026, Petitioner filed in the district court a Motion to Stay Arbitration Proceedings Pending the Filing and Disposition of a Petition for Writ of Mandamus, pursuant to Federal Rule of Appellate Procedure 8(a)(1) and the court's inherent authority under Landis v. North American Co., 299 U. S. 248, 254 (1936). (Dkt. 63.) As of the date of this petition, more than a week later, the district court has not ruled on that motion.

Separately, Petitioner has an unresolved dispute concerning the completeness and accuracy of the transcript of the October 30, 2025 hearing (Transcript Order No. 53679). Petitioner corresponded directly with Ms. Brenda S. Varney, the Official Court Reporter assigned to Judge Wood, asking her to describe

the process by which the transcript was produced and raising his concern that it was incomplete. Ms. Varney responded only that she had "double checked" and that the transcript was "certified" to be "full and complete," without addressing Petitioner's specific concerns. Petitioner then wrote to the Clerk of the Court, with a copy to the transcription service, requesting the underlying audio recording so that he could verify the transcript against it. The Clerk's office responded that Ms. Varney had "checked and rechecked her steno notes," that no inaccuracy or omission had been identified, and that any backup recording used by a court reporter is the reporter's personal property to which there is no public entitlement, citing Guide to Judiciary Policy §510.40.10(c). Petitioner has been unable to obtain either a corrected transcript or access to the underlying recording, and the concern remains unresolved.

STANDARD FOR MANDAMUS RELIEF

Mandamus is a drastic remedy reserved for extraordinary situations, but it is available where a petitioner establishes: (1) that he has no other adequate means to attain the relief he desires; (2) that his right to the writ is clear and indisputable; and (3) that the issuing court is satisfied, in its discretion, that the writ is appropriate under the circumstances. Cheney v. U. S. Dist. Court for D. C., 542 U. S. 367, 380–81 (2004). Mandamus is a traditional and appropriate vehicle for reviewing a district court's determination that a dispute is subject to arbitration, particularly where, as here, that determination is not otherwise subject to interlocutory appeal. See In re Bunge Ltd., 787 F. 3d 411, 413 (7th Cir. 2015)

(entertaining mandamus petition challenging arbitrability determination); In re VMS Sec. Litig., 103 F. 3d 1317, 1322 (7th Cir. 1996) (mandamus available to correct a district court's application of an erroneous legal standard governing arbitration).

ARGUMENT

I. Petitioner Has No Other Adequate Means to Obtain Relief.

An order compelling arbitration and staying — rather than dismissing — the underlying action is interlocutory and is not immediately appealable as of right under 9 U. S. C. §16(b). Absent this Court's intervention, arbitration may proceed to a final award before any appellate court has an opportunity to review whether the district court's underlying order was properly entered. Because Petitioner disputes that any agreement to arbitrate was ever formed, an award entered by an arbitrator whom Petitioner contends never had jurisdiction over this dispute cannot be meaningfully undone after the fact, and the harm of being forced through a private arbitral process without a valid agreement to do so is not one that later appeal — if any were even available — could adequately remedy. See Bunge, 787 F. 3d at 413 (mandamus appropriate where party would otherwise be forced through arbitration despite a substantial question whether it agreed to arbitrate). Petitioner has, moreover, exhausted every avenue of relief available to him in the district court, including three successive motions directed at the arbitration order and a motion to stay pending this petition that remains undecided ten days after filing while the September 14, 2026 status-report deadline approaches.

II. Petitioner's Right to the Writ Is Clear and Indisputable Because No Valid Agreement to Arbitrate Was Ever Formed.

Under the Federal Arbitration Act, a court must determine that a valid agreement to arbitrate exists before compelling arbitration, and the burden of establishing that agreement rests with the party seeking to compel it. 9 U. S. C. §4; Rent-A-Center, West, Inc. v. Jackson, 561 U. S. 63, 67 (2010). Federal courts apply state-law contract-formation principles, and an enforceable Illinois contract requires offer, acceptance, consideration, and mutual assent. Nat'l Prod. Workers Union Ins. Tr. v. Cigna Corp., 665 F. 3d 897, 901 (7th Cir. 2011). Where the party opposing arbitration identifies specific evidence creating a genuine dispute as to formation, the court must proceed to a summary trial on arbitrability rather than resolve the question on the papers. Tinder v. Pinkerton Sec., 305 F. 3d 728, 735 (7th Cir. 2002); 9 U. S. C. §4.

A. Infosys's own records, and Petitioner's uncontroverted contemporaneous evidence, establish a genuine — indeed one-sided — dispute over formation. Infosys's evidence of acceptance consists of a generic offer-acceptance form (Dkt. 12-4) showing only that some acceptance was recorded, not what Petitioner actually saw or agreed to. Petitioner's sworn Declaration states, in detail, that he never signed the MAA, was never shown it, was never told his offer was contingent on it, and first learned of its existence when Infosys produced it in this litigation years after his employment ended. (Dkt. 52 ¶¶3–4, 9–10.) That

sworn, detailed denial is, under this Circuit's own case law — cited approvingly by the district court itself — sufficient by itself to create a triable issue. Bradley, 2023 WL 3042984, at *4. Petitioner's Declaration is corroborated, not merely asserted: Infosys's own Exhibit A to the Polanowski Declaration shows the relevant document packet's status as "Unposted" (Dkt. 52 ¶7); the contemporaneous screenshot of the offer document Petitioner actually viewed and accepted on October 30, 2019 contains no reference to arbitration or to any attachment, and its scroll-bar position confirms nothing further was available to him; and the MAA Infosys produced bears the signature of its own Head of Human Resources, Richard Lobo, but contains no signature by Petitioner and no signature line for him at all. (Dkt. 51 at 4–5, 13; Dkt. 52 ¶11.) On this record, Infosys has offered only affidavits restating its litigation position, while Petitioner has offered primary, contemporaneous documentary evidence to the contrary — precisely the configuration under which Tinder requires a trial rather than summary enforcement. 305 F. 3d at 735.

B. The district court's successive orders did not resolve this conflict; they declined to reach it, principally on procedural grounds — that Petitioner's evidence was not "new" because he had possessed the underlying screenshot since filing his original Complaint. (Dkt. 60.) But whether evidence is properly characterized as untimely under Rule 54(b) or Rule 60(b)(2) is a separate question from whether a genuine factual dispute as to arbitration formation exists on the present record; the FAA's mandate that the court "shall proceed summarily to the trial" of a disputed

arbitrability question, 9 U. S. C. §4, does not evaporate because the evidence supporting that dispute was filed under an earlier docket entry. Nor is the procedural label placed on Petitioner's filings — three "motions for reconsideration" — a substitute for the trial the statute requires once a genuine dispute is shown to exist on the papers actually before the court, wherever they first appeared in the record. To the extent the district court treated Petitioner's unconscionability arguments as an implicit concession that an agreement existed, that reading rests on a misapprehension: a party may argue in the alternative that no agreement was formed and that, even if one were, it is unenforceable, without conceding either position. Fed. R. Civ. P. 8(d)(2).

C. Illinois law — not the Agreement's Texas choice-of-law clause — governs, and independently defeats enforcement. The MAA purports to be "governed by the law of the State of Texas" (Section XIII), yet Petitioner lived and worked in Illinois throughout his employment, and Infosys's own briefing in the district court argued that Illinois law governs the very question of contract formation. Illinois — the state where the employment relationship and Petitioner's discrimination and retaliation claims are centered — has the materially greater interest in whether its resident employees may be bound to a distant, employer-selected legal regime as a non-negotiable condition of applying for a job. Restatement (Second) of Conflict of Laws §187; Employers Ins. of Wausau v. Ehlco Liab. Ins. Co., 186 Ill. 2d 127, 150 (1999). The Illinois Workplace Transparency Act, 820 ILCS 96/1-1 et seq., as amended by Public Act 104-0320 (eff. Jan. 1, 2026),

independently voids a unilaterally imposed condition of employment that applies non-Illinois law or a non-Illinois venue to an Illinois employee's claim of an "unlawful employment practice" — a term reaching discrimination and retaliation claims like Petitioner's. Section XIII was not separately negotiated, no consideration was allocated to it, and the Agreement contains none of the acknowledgments the amended statute requires. This generally applicable rule of Illinois contract law is not preempted by the FAA, because it does not single out arbitration for disfavored treatment; it voids offending choice-of-law and venue terms in any unilaterally imposed employment contract. See AT&T Mobility LLC v. Concepcion, 563 U. S. 333, 341 (2011); 9 U. S. C. §2 (savings clause).

D. The Agreement's delegation clause cannot remove these questions from judicial review, because the clause is itself invalid. Section III of the MAA purports to delegate all questions of the Agreement's "interpretation, applicability, enforceability or formation" to the arbitrator. Such a clause is enforceable only where the party resisting arbitration "clearly and unmistakably" agreed to delegate arbitrability, Rent-A-Center, 561 U. S. at 69, and where a challenge is specifically directed at the delegation clause itself, the court — not the arbitrator — decides it, id. at 71. Here, the delegation clause was imposed in the identical non-negotiated, take-it-or-leave-it manner as the rest of the Agreement and suffers the same one-sidedness described below; it therefore cannot strip the district court, or this Court, of authority to decide the threshold question of arbitrability. Tellingly, the Agreement itself reserves to "a court of competent

jurisdiction" — not the arbitrator — any challenge to its Class Action and Representative Action Waivers (Section IV), confirming that Infosys does not itself treat every enforceability question as belonging to the arbitrator.

E. The Agreement is procedurally and substantively unconscionable under Illinois's sliding-scale test, which weighs the circumstances of formation against the fairness of the terms, with a strong showing on one axis reducing what is required on the other. Kinkel v. Cingular Wireless LLC, 223 Ill. 2d 1, 20–28 (2006); Razor v. Hyundai Motor Am., 222 Ill. 2d 75, 99–100 (2006). Procedurally, the MAA was presented as an attachment to a standardized application packet, acceptance was a non-negotiable condition of proceeding with the job application, and there is no indication Petitioner could have struck or modified a single term; the Agreement's recital that Petitioner was "advised to consult an attorney" is boilerplate that Illinois courts look past to the actual circumstances of formation. Kinkel, 223 Ill. 2d at 22—23. Substantively, the Agreement lacks a modicum of bipolarity: it excludes from arbitration only "claims for collection of debt or other damages" owed to Infosys — claims only Infosys could bring — while compelling Petitioner to arbitrate the entire universe of claims an employee could bring against an employer, including his discrimination and retaliation claims under Title VII and Section 1981. An arbitration agreement that reserves a judicial forum for the stronger party's claims while compelling arbitration of the weaker party's claims lacks the necessary mutuality and is unconscionable for that reason alone. Ferguson v.

Countrywide Credit Indus., Inc., 298 F. 3d 778, 785–86 (9th Cir. 2002).

III. At an Absolute Minimum, the Record Requires a Trial on Arbitrability Rather Than Summary Enforcement.

Even setting aside Petitioner's affirmative arguments that the Agreement is void and unenforceable, the district court's own summary-judgment standard for motions to compel arbitration required it, at minimum, to submit the formation question to a trial once Petitioner came forward with the sworn, detailed denial and corroborating documentary evidence described above. Tinder, 305 F. 3d at 735. The district court has, across four orders spanning more than a year, never squarely weighed Infosys's affidavits against Petitioner's screenshot, portal-status, and signature-page evidence side by side and explained why no reasonable factfinder could credit Petitioner's account; instead, each successive order rested on a procedural rationale — untimeliness, "rehashing," lack of diligence — that assumed away the merits question 9 U. S. C. §4 requires the court to resolve. That repeated failure to apply the correct legal standard to the arbitrability question is itself grounds for mandamus. In re VMS Sec. Litig., 103 F. 3d at 1322.

IV. The Incomplete or Inaccurate Hearing Transcript and the District Court's Prolonged Delay in Ruling Warrant This Court's Attention to the Integrity of the Record.

An accurate record of proceedings is a predicate to meaningful appellate or mandamus review.

Petitioner has a good-faith, unresolved dispute over whether the transcript of the October 30, 2025 hearing on his first motion for reconsideration — a hearing at which he made statements the district court later relied upon in its June 23, 2026 order — is complete and accurate. Petitioner raised this concern directly with the assigned Official Court Reporter and, receiving only an unelaborated assurance of certification, escalated the matter to the Clerk of the Court seeking the underlying audio recording so that he could verify the transcript himself. He was informed that no inaccuracy had been identified upon a further check of the reporter's steno notes, and that any backup recording is the reporter's personal property to which the public has no general entitlement under the Guide to Judiciary Policy. Petitioner does not ask this Court to resolve, in the first instance, precisely what the transcript omits or misstates; he asks that the district court be directed to engage meaningfully with a specific, good-faith challenge to the record's completeness — consistent with the settlement-of-record procedure contemplated by Federal Rule of Appellate Procedure 10(e) — rather than treating a generalized certification as foreclosing further inquiry. This concern is compounded by the nearly five-month interval between the October 30, 2025 hearing and the district court's ruling on March 11, 2026, a delay that itself underscores the importance of ensuring the record of what transpired at that hearing is accurately preserved before it recedes further from memory and further orders are built upon it.

V. A Stay of Arbitration Pending Disposition of This Petition Is Warranted.

Petitioner separately moved the district court, on August 25, 2026, for a stay of arbitration pending the filing and disposition of this petition, as Federal Rule of Appellate Procedure 8(a)(1) ordinarily requires. (Dkt. 63.) More than a week has passed without a ruling, and the district court's own August 24, 2026 order sets a September 14, 2026 deadline for the parties to report whether arbitration has been initiated, creating pressure for Infosys to commence arbitration imminently notwithstanding the pendency of this petition. Under these circumstances, moving first in the district court has been attempted, satisfying Rule 8(a)(1), and the absence of any ruling despite the looming deadline makes it impracticable for Petitioner to await further district-court action before seeking relief here. Fed. R. App. P. 8(a)(2)(A).

The traditional stay factors favor a stay. Nken v. Holder, 556 U. S. 418, 434 (2009). First, for the reasons above, Petitioner has made a strong showing of likely success: Infosys's own records mark the operative document packet "Unposted," the Agreement bears no signature of Petitioner, contemporaneous documentary evidence shows no arbitration term was ever presented to him, and independent state-law grounds — the Illinois Workplace Transparency Act, delegation-clause invalidity, and unconscionability — each independently defeat enforcement. Second, Petitioner will suffer irreparable harm absent a stay: if arbitration proceeds to an award while this petition is pending, Petitioner will have been forced to submit disputed federal civil-rights claims to a private

arbitrator he contends never had jurisdiction over the dispute, a harm no later appeal or mandamus could adequately undo once an award issues. Third, a brief stay works no material injury on Infosys, which has not even initiated arbitration to date and identifies no proceeding that would be disrupted; the only cost to Infosys is the ordinary delay inherent in awaiting appellate resolution of a threshold jurisdictional question. Fourth, the public interest favors resolving whether any agreement to arbitrate exists before, rather than after, the parties and an arbitrator expend resources on proceedings that may ultimately be shown to have proceeded without a valid agreement, and favors ensuring that pro se litigants' good-faith, non-frivolous challenges to arbitration agreements receive meaningful review before the underlying dispute is rendered moot.

See the following attachments for supporting documents

- APPENDIX TO PETITION FOR WRIT OF MANDAMUS
- APPENDIX TO PETITION FOR WRIT OF MANDAMUS (Transcripts of Court Hearings)

CONCLUSION AND PRAYER FOR RELIEF

For the foregoing reasons, Petitioner Venkateswara Rao Addepalli respectfully requests that this Court:

A. ***Immediately and administratively stay all arbitration proceedings between Petitioner and Infosys Ltd., and stay the September 14, 2026 joint-status-report deadline set by the district***

court's August 24, 2026 order, pending this Court's full disposition of this petition;

B. Grant the petition for a writ of mandamus and vacate the district court's Order of August 15, 2025 (Dkt. 39) compelling arbitration and staying this action, together with its Orders of March 11, 2026 (Dkt. 50), June 23, 2026 (Dkt. 60), and August 24, 2026 (Dkt. 62);

C. Direct the district court to find and declare that Petitioner never consented to, accepted, or executed the Mutual Arbitration Agreement Infosys has invoked, and that the Agreement is void and unenforceable as to Petitioner's claims; or, in the alternative, direct the district court to conduct forthwith a summary trial on the formation and enforceability of the Agreement pursuant to 9 U. S. C. §4, applying Illinois law to the questions of choice-of-law, delegation, and unconscionability set out above;

D. Direct the district court to lift the stay of this action and permit Petitioner's Title VII and Section 1981 claims to proceed in this Court;

E. Direct the district court and the assigned Official Court Reporter to meaningfully address Petitioner's good-faith challenge to the completeness and accuracy of the transcript of the October 30, 2025 hearing, including by making available for Petitioner's review the underlying recording or steno notes as necessary to permit correction of the record under Federal Rule of Appellate Procedure 10(e); and

F. Grant such other and further relief as this Court deems just and proper.

Respectfully submitted,

/s/ Venkateswara Rao Addepalli
Venkateswara Rao Addepalli
Petitioner, Pro Se
1850 Heather Street
Bolingbrook, Illinois 60490
Telephone: (630) 752-8233
Email: Rao_Add@yahoo.com
Dated: September 3, 2026

CERTIFICATE OF COMPLIANCE

This petition complies with the type-volume limitation because, excluding the parts exempted by Federal Rule of Appellate Procedure 21(d) and Rule 32(f), it contains fewer than 6,000 words. This petition was prepared using a proportionally spaced typeface, Times New Roman, 12-point.

Respectfully submitted,

/s/ Venkateswara Rao Addepalli
Venkateswara Rao Addepalli
Petitioner, Pro Se
1850 Heather Street
Bolingbrook, Illinois 60490
Telephone: (630) 752-8233
Email: Rao_Add@yahoo.com
Dated: September 3, 2026

CERTIFICATE OF SERVICE

I hereby certify that on September 3, 2026, I caused a true and correct copy of the foregoing Petition for Writ of Mandamus, together with all supporting materials, to be served on counsel of record for Respondent Infosys Ltd. and on the Honorable Andrea R. Wood, United States District Judge for the Northern District of Illinois, by the methods required by Federal Rule of Appellate Procedure 21(a)(1), including by electronic and/or first-class mail.

Respectfully submitted,

/s/ Venkateswara Rao Addepalli
Venkateswara Rao Addepalli
Petitioner, Pro Se
1850 Heather Street
Bolingbrook, Illinois 60490
Telephone: (630) 752-8233
Email: Rao_Add@yahoo.com
Dated: September 3, 2026

Appendix G
[Filed: Mar. 15, 2026]

UNITED STATES DISTRICT COURT
NORTHERN DISTRICT OF ILLINOIS
EASTERN DIVISION

VENKATESWARA RAO ADDEPALLI, **Plaintiff,**	
v.	**Case No.: 1:24-cv-12933**
INFOSYS LTD, **Defendant.**	**Judge Andrea R. Wood**

DECLARATION OF VENKATESWARA RAO ADDEPALLI IN SUPPORT OF PLAINTIFF'S MOTION FOR RECONSIDERATION OF ORDER DATED AUGUST 15, 2025 AND/OR ORDER DATED MARCH 11, 2026, BASED ON NEWLY DISCOVERED EVIDENCE AND PLAINTIFF'S SWORN DECLARATION

I, Venkateswara Rao Addepalli, declare under penalty of perjury under the laws of the United States of America that the following is true and correct:

Identity and Background

1. I am the Plaintiff in the above-captioned action. I am over the age of 18. I am a United States citizen. I reside at 1850 Heather Street, Bolingbrook, Illinois 60490.

2. I was employed by Infosys Limited as a Lead Consultant from November 14, 2019, through June 30, 2023. My annual salary was $175,000.

I Did Not Sign or Knowingly Agree to the Mutual Arbitration Agreement

3. **I never signed the Mutual Arbitration Agreement ("MAA") attached as Exhibit C to Defendant's motion (Doc. #12-3) or as Attachment 2 to Doc. #40. I specifically, unequivocally, and categorically deny that I knowingly entered into any agreement to waive my right to a jury trial or to submit employment disputes to binding arbitration with Infosys Limited.**

4. At no time during my employment with Infosys from November 14, 2019, through June 30, 2023, was I ever provided with a copy of the MAA. I was never asked to review, acknowledge, or sign the MAA after commencing employment. No Infosys representative ever explained to me that I had agreed to arbitrate employment disputes or that I had waived my right to a jury trial.

5. I did not have legal counsel at the time I responded to the offer of employment in October 2019. I was not advised by Infosys to consult an attorney before accepting the employment offer. I was not given meaningful time or guidance to understand the legal significance of the MAA.

6. I was never provided with a system-generated confirmation email from Infosys's Candidate

Portal confirming my electronic acceptance of the offer or the MAA. The absence of such a confirmation is itself evidence that the acceptance process was not completed as Defendant claims.

The Document Packet Was Not Validly Posted — Defendant's Own Records Confirm This

7. Defendant's own Exhibit A to the Polanowski Declaration (Doc. #19-1) shows the document packet status as "Unposted." I did not access a validly posted document packet containing the MAA on October 30, 2019. I could not have reviewed, read, or meaningfully accepted a document that Defendant's own records confirm was not posted.

8. The email I received on October 30, 2019 (Exhibit B to the Polanowski Declaration) did not reference the Mutual Arbitration Agreement by name. It was a generic offer notification directing me to a portal. I was not informed by that email that one of the attachments was an agreement waiving my right to a jury trial.

The MAA Was Concealed From Me and From Administrative Agencies

9. During the entire period of my employment with Infosys, I was never informed that I was subject to a mandatory arbitration agreement. The MAA was never referenced in any communication I received from Infosys during my employment.

10. When I filed charges with the U. S. Equal Employment Opportunity Commission (EEOC) and the Illinois Department of Human Rights (IDHR), Infosys never disclosed the existence of the MAA in those proceedings. Infosys did not invoke the MAA as a defense in either administrative forum. I only became aware of the existence of the MAA when Infosys filed its Motion to Compel Arbitration in this federal action, years after my employment ended.

The MAA Bears No Plaintiff Signature

11. The copy of the MAA produced by Defendant (Doc. #40, pp. 18–24) bears the signature of Richard Lobo, EVP and Head of Human Resources for Infosys Limited. I did not sign the MAA. There is no signature line for me on the face of the MAA. There is no signature by me on the MAA.

Governing Law Discrepancy

12. The MAA states in Section XIII that it "shall be governed by the law of the State of Texas." I am an Illinois resident. I worked for Infosys from my home in Illinois. Defendant argued to this Court that Illinois law governs the contract formation question, which is inconsistent with the express terms of the MAA Defendant itself produced.

Purpose of This Declaration

13. I submit this Declaration to provide this Court with the sworn denial of arbitration consent that the Court's August 15, 2025 Stay Order

indicated was necessary to create a genuine issue of material fact. See Stay Order at 3 (citing *Bradley v. Meijer Stores LP*, No. 23 CV 1269, 2023 WL 3042984 (N. D. Ill. Apr. 21, 2023)) ("a party's sworn statement that he did not sign an arbitration agreement — if spelled out in sufficient detail — is sufficient to create a genuine issue of fact necessitating a trial"). This Declaration provides exactly such a sworn, detailed denial.

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

Executed this 15th day of March, 2026.

/s/ Venkateswara Rao Addepalli
Venkateswara Rao Addepalli
1850 Heather Street
Bolingbrook, IL 60490
Phone: 630-752-8233
Email: Rao_Add@yahoo.com

CERTIFICATE OF SERVICE

I hereby certify that on the date indicated below, I filed the foregoing Declaration of Venkateswara Rao Addepalli with the Clerk of the Court using the CM/ECF system, which will send notification of such filing to all counsel of record.

Dated : 15th March 2026

Respectfully submitted

/s/ Venkateswara Rao Addepalli
Venkateswara Rao Addepalli
1850 Heather Street
Bolingbrook IL 60490
Phone : 630-752-8233
Email : Rao_Add@yahoo.com

[Filed: Sep. 27, 2025]

UNITED STATES DISTRICT COURT
NORTHERN DISTRICT OF ILLINOIS
EASTERN DIVISION

VENKATESWARA RAO ADDEPALLI,	
Plaintiff,	**Case No.: 1:24-cv-12933**
v.	**Judge Andrea R. Wood**
INFOSYS LTD,	
Defendant.	

MEMORANDUM OF LAW IN SUPPORT OF PLAINTIFF'S REPLY TO DEFENDANT'S RESPONSE TO PLAINTIFF'S MOTION TO LIFT STAY AND DECLARE ARBITRATION AGREEMENT UNENFORCEABLE

Plaintiff respectfully submits this response to Defendant's arguments, reasserting that the purported Mutual Arbitration Agreement (the "Agreement") is unenforceable due to a fundamental lack of mutual assent and the absence of a valid, enforceable contract. The Defendant's claim that the Plaintiff consented to the Agreement is not supported by the evidence and is contradicted by the undisputed factual record.

I. Factual Record and Undisputed Evidence

The core of this dispute rests on the factual evidence presented by the Plaintiff. This evidence is not new;

it was attached to the original Complaint filed on December 16, 2024.

- **Exhibit A**, a screenshot of the "Offer of Employment," is the primary, contemporaneous evidence of what was presented to and accepted by the Plaintiff.
- This offer was only accessible via a URL provided by the Defendant, and no download option was available. Plaintiff had to save a screenshot for his personal records.
- The screenshot shows the entire offer document, with the vertical scroll bar at the bottom, confirming that no further content—including the alleged Mutual Arbitration Agreement—was visible or presented to the Plaintiff.
- The screenshot **does not show or mention** any arbitration agreement. The only version of the Offer of Employment containing the Agreement was provided by the Defendant **after** this lawsuit was filed, long **after** the Plaintiff accepted the offer.

2. The Defendant Has Not Met Its Burden to Prove a Valid Agreement to Arbitrate

The Federal Arbitration Act (FAA) requires a court to determine if a valid arbitration agreement exists before compelling arbitration. *See 9 U. S. C. §4; Rent-A-Center, West, Inc. v. Jackson*, 561 U. S. 63, 67 (2010). The party seeking to compel arbitration, in this case, the Defendant, bears the burden of proving that a valid agreement exists and that the dispute

falls within its scope. *See Bazemore v. Papa John's USA., Inc.*, 3 F. 4th 832, 837 (6th Cir. 2021).

The Defendant's claim of consent rests on the assertion that the Agreement was provided as a "digital attachment" to the employment agreement. However, the Plaintiff has presented a primary piece of evidence—a screenshot of the employment agreement as it appeared at the time of signing—which directly refutes this claim. The screenshot shows the full employment agreement, with the scroll bar at the bottom of the screen, and **no mention or visible hyperlink to the alleged arbitration agreement.**

In the context of electronic contracts, courts have repeatedly held that for a user to be bound, there must be **"reasonable notice"** of the contract terms and a **"manifestation of assent"** to those terms. *See, e. g., Dhruva v. CuriosityStream, Inc.*, No. 23-1469, 2025 U. S. App. LEXIS 2341 (4th Cir. Mar. 12, 2025); *see also Nicosia v. Amazon.com, Inc.*, 834 F. 3d 220, 233 (2d Cir. 2016). The mere presence of an attachment that is not visible or explicitly referenced does not constitute reasonable notice. The Defendant has failed to provide any evidence, such as server-side logs or other auditable data, to prove that the Plaintiff was ever presented with the Agreement or had the opportunity to review it. The Plaintiff's screenshot, a direct record of the event, is the most compelling evidence on this point.

3. Primary Evidence Trumps Secondary Evidence and Mere Assertions

The Defendant's reliance on its own affidavits and general statements about the presence of the Agreement in other communications is a classic attempt to use secondary evidence to overcome primary, contemporaneous evidence. Under the Federal Rules of Evidence, the **"Best Evidence Rule"** generally requires that to prove the content of a writing, the original writing itself must be produced. *Fed. R. Evid. 1002.* While duplicates are often admissible, *Fed. R. Evid. 1003*, a genuine question as to the authenticity or fairness of a duplicate, or in this case the existence of the original, requires the party to produce a more reliable form of proof.

The Plaintiff's screenshot is a contemporaneous record of the digital interface at the exact moment of consent. It is **direct, primary evidence** that the alleged "attachment" was not visible or presented for consent. The Defendant's affidavits and general assertions are merely secondary evidence attempting to prove the existence of an event—the Plaintiff's consent—that the primary evidence contradicts. The Defendant's failure to produce any verifiable log, record, or system data showing the Agreement was presented to the Plaintiff is telling. The burden is on the Defendant to demonstrate that the Plaintiff engaged in a specific action, such as clicking a hyperlink or checking a box, to consent to a contract that was not explicitly part of the main employment agreement. The Defendant has not and cannot meet this burden.

4. The Lack of Consent Renders the Delegation Clause Moot

Defendant's response argues that the delegation clause—which purports to give the arbitrator exclusive authority to resolve questions of enforceability—is valid. This argument fails at the first hurdle. A delegation clause, like any other provision in an arbitration agreement, is only enforceable if the party "clearly and unmistakably" agreed to it. *Rent-A-Center*, 561 U. S. at 69. Because the Plaintiff never consented to the arbitration agreement as a whole, it follows axiomatically that the Plaintiff could not have "clearly and unmistakably" consented to the delegation clause contained within it. The Court must therefore decide the question of arbitrability, not the arbitrator. *See Nicosia*, 834 F. 3d at 229 (holding that a court must resolve the question of whether a valid agreement exists before compelling arbitration on the issue of unconscionability).

5. Conclusion

The Defendant has failed to provide any credible evidence to support its claim that the Plaintiff consented to the Infosys Mutual Arbitration Agreement. The Plaintiff's direct, contemporaneous evidence demonstrates that the Agreement was never presented as part of the electronic employment contract. Given the absence of reasonable notice and a clear manifestation of assent, the purported agreement is not a valid and enforceable contract. The Court should not compel arbitration where no agreement to arbitrate exists.

For these reasons, Plaintiff respectfully requests that the Court:

1. Lift the stay entered on 15th August 2025;
2. Declare the arbitration agreement invalid and unenforceable; and
3. Reopen the case for litigation on the merits.

Dated : 26th September 2025

Respectfully submitted

/s/ Venkateswara Rao Addepalli
Venkateswara Rao Addepalli
1850 Heather Street
Bolingbrook IL 60490
Phone : 630-752-8233
Email : Rao_Add@yahoo.com

EXHIBIT A

Infosys - Offer Acceptar

https://jobs.infosys.com/hgwcbhost/cpview.aspx?id=AEpdjpbu

Rao Addepalli
1850 Heather Street
Bolingbrook, Illinois 60490
(630) 752-8233

Dear Rao,

We at Infosys believe our employees are our most valued asset and key to us achieving our goals. It is our continuing ambition to find and retain people who believe in our values and share our desire to build a great Company. Based on our recent discussions with you and our review of your profile, it is with great pleasure that we offer you the below position with Infosys Limited in Vernon Hills, IL.

Role, Lead Consultant - US

Role Designation: 20161LCNUS: Lead Consultant

Your Personal Level will be 6.

With your acceptance of this offer, your employment start date is November 18, 2019. We request you to report in person for onboarding at TBD.

Your current role has been classified as exempt in accordance with Federal Fair Labor Standards Act (FLSA) and applicable federal and state wage and hour laws. The Exempt or Non-Exempt Status of your Role is determined by state and federal regulations and is subject to change from time to time. Any changes in the exemption status will be communicated to you.

Your role has associated billability and productivity expectations. It is expected that you will make efforts to land suitable client billable assignments based on your skills and to maximize your utilization.

Due to the nature of this role, your actual work location may vary over time. While we do our best to match your qualifications and preferences to our client engagements, your continued employment with Infosys is contingent upon willingness to travel and/or relocate.

Your total compensation will be USD 105000 per annum, with allowance USD 80311 per annum and both will be paid in

Offer Acceptance Form - Addepalli, Rao

Do you accept the offer? I have read, understand and accept all the terms and conditions contained in this offer letter and attached annexures

Close

CERTIFICATE OF SERVICE

I hereby certify that on 26th September 2025, I electronically filed the foregoing MEMORANDUM OF LAW IN SUPPORT OF PLAINTIFF'S REPLY TO DEFENDANT'S RESPONSE TO PLAINTIFF'S MOTION TO LIFT STAY AND DECLARE ARBITRATION AGREEMENT UNENFORCEABLE _herein with the Clerk of the United States District Court, Northern District of Illinois, Eastern Division, using the CM/ECF system, which sent notification of such filing to the registered CM/ECF participants.

Dated : 26th September 2025

Respectfully submitted

/s/ Venkateswara Rao Addepalli
Venkateswara Rao Addepalli
1850 Heather Street
Bolingbrook IL 60490
Phone : 630-752-8233
Email : Rao_Add@yahoo.com

EXHIBIT B

Infosys Offer Notification - Addepalli, Rao

Inbox

Inbox

• BrassRing

To: · Wed, Oct 30, 2019 at 11:28 AM

Visit site

Message Body

October 30, 2019

Hello Rao Addepalli,

Congratulations on your recent offer with Infosys. Your offer letter has been posted to your Candidate Portal. Please use the below link to access it:Candidate Zone - Application Documents & Forms

You will be required to login using your existing credentials (the same credentials you used to create your profile when applying for the position).

Please confirm whether you are accepting the offer using dedicated response form at the bottom of your offer letter.

Infosys is an organization that has built an outstanding reputation for exciting, innovative and quality products and services. Credit for this goes to every one of our employees. We look forward to you accepting our offer and becoming part of the Infosys team.

This email is an automated notification and replies to this address are not monitored. If you have any questions, please email reetesh.263232@infosys.com.

Regards,
Infosys Talent Acquisition



Infosys is an Equal opportunity Employer
EOE/Minority/Female/Veteran/Disabled/Sexual Orientation/Gender Identity/National Origin

EXHIBIT C

Infosys Offer Notification

Inbox

Inbox

• REETESH SAXENA

To: me · Wed, Oct 30, 2019 at 12:13 PM

Message Body

Hi Rao,

Your offer has been released Shared @ your Yahoo Account. Kindly Login through your credentials, go to candidate zone and accept the offer.

Once you accept, Kindly provide me a confirmation mail

Regards,

Reetesh Saxena

Talent Acquisition Team

VOIP – + 1 - **972-801-6190**

Email – reetesh.263232@infosys.com

Appendix H

Infosys

ATTACHMENT 2

MUTUAL ARBITRATION AGREEMENT

This Mutual Arbitration Agreement ("Agreement") provides Infosys Limited ("Infosys"), its parents, subsidiaries, affiliates, successors and assigns and, you, the individual Signer ("Signer") a fair and efficient process to resolve certain claims and disputes arising out of or related to your employment application submitted to and, if hired, future employment relationship with Infosys.

This Agreement is a contract that creates a binding obligation and covers important issues regarding your relationship to Infosys. It is your sole responsibility to read and understand it.

I. INTRODUCTION. By entering this Agreement, Infosys and Signer agree to resolve covered claims and disputes as provided for in this Agreement before a neutral arbitrator. The Federal Arbitration Act (9 U. S. C. § 1 *et seq.*) shall govern this Agreement, which evidences a transaction involving commerce. All disputes covered by this Agreement between Signer and Infosys shall be decided by a neutral arbitrator in an arbitration proceeding and not by a judge or jury in a court proceeding.

II. DISPUTES AND CLAIMS COVERED BY THIS AGREEMENT. Infosys and Signer mutually understand, contract, and agree to the resolution by arbitration of all claims, disputes, or controversies, past,

present, or future, including without limitation, claims that arise out of or relate to Signer's recruitment, employment, or separation from employment with Infosys, including claims involving any current or former officer, director, shareholder, agent or employee of Infosys.

The covered disputes that are subject to arbitration under this Agreement are those that, in the absence of this Agreement, could have been brought in court under applicable state, federal or other law. Unless specifically excluded below, this Agreement applies, without limitation, to any claims based upon or related to discrimination, harassment, retaliation, defamation (including claims of post-employment defamation or retaliation), breach of a contract or covenant, fraud, negligence, emotional distress, breach of fiduciary duty, trade secrets, unfair competition, overtime, wages or other compensation, breaks and rest periods, claims arising out of or relating to the grant, exercise, vesting and/or issuance of equity in Infosys or options to purchase equity in Infosys, termination, tort claims, equitable claims, and all statutory and common law claims. The Agreement specifically covers, without limitation, all claims arising under Title VII of the Civil Rights Act of 1964, the Civil Rights Acts of 1866 and 1871, the Civil Rights Act of 1991, 42 U. S. C. §1981, the Americans With Disabilities Act, the Age Discrimination in Employment Act, the Family Medical Leave Act, the Fair Credit Reporting Act, the Fair Labor Standards Act, the Equal Pay Act, the Genetic Information Non-Discrimination Act, each as amended, any state or local statutes, if any, addressing the same or similar subjects, and any and all

claims for violation of any federal, state or other governmental law, statute, regulation, or ordinance, except claims excluded in the section of this Agreement entitled "Disputes and Claims Not Covered by this Agreement."

III. DISPUTES AND CLAIMS NOT COVERED BY THIS AGREEMENT. Signer and Infosys understand and agree that the following claims and disputes are not covered by this Agreement and may therefore be resolved in any other appropriate forum as required by the laws then in effect:

- claims for workers' compensation benefits, unemployment insurance, or state or federal disability insurance;
- claims for benefits under a plan that is governed by the Signer Retirement Income Security Act of 1974 ("ERISA"); however, this Agreement does apply to any claims for breach of fiduciary duty, for penalties, or alleging any other violation of ERISA, even if such claim is combined with a claim for benefits;
- claims for temporary or preliminary injunctive relief (including a temporary restraining order) in aid of arbitration, or to maintain the status quo pending arbitration, in a court of competent jurisdiction in accordance with applicable law;
- claims for collection of debt or other damages from Signer owed to Infosys due to fraudulent expense reimbursement requests or using the Infosys corporate credit card for

personal and/or unauthorized purchases. However, if Signer brings a claim against Infosys pursuant to this Agreement, Infosys may, at its discretion, assert as a counterclaim any claims meeting the description of this paragraph;

- any other dispute or claim that has expressly been excluded from arbitration by statute.

The Arbitrator, and not any federal, state, or local court or agency, shall have the exclusive authority to resolve any dispute relating to the interpretation, applicability, enforceability or formation of this Agreement including, but not limited to any claim that all or any part of this Agreement is void or voidable. However, as stated below in Section IV entitled "WAIVERS," the preceding sentence shall not apply to the class, collective, and representative actions described in the Waivers section.

Nothing in this Agreement should be interpreted as restricting or prohibiting the Signer from filing a charge or complaint with the U. S. Equal Employment Opportunity Commission, the National Labor Relations Board, the Department of Labor, the Occupational Safety and Health Commission, any other federal, state, or local administrative agency charged with investigating and/or prosecuting complaints under any applicable federal, state or municipal law or regulation (except that the parties acknowledge that the Signer may not recover any monetary benefits in connection with any such claim, charge or proceeding). A federal, state, or local agency would also be entitled to investigate the charge in accordance with applicable law. However, any dispute or claim that

is covered by this Agreement but not resolved through the federal, state, or local agency proceedings must be submitted to arbitration in accordance with this Agreement.

IV. WAIVERS. Infosys and Signer hereby waive any right for any dispute to be brought, heard, decided or arbitrated as a class, collective, and/or representative action.

(a) CLASS ACTION WAIVER. To the extent permitted by law, all covered claims under this Agreement must be brought by Infosys or Signer in an individual capacity and not as a plaintiff or class member in any purported CLASS OR COLLECTIVE ACTION proceeding either in court or in arbitration ("Class Action Waiver"). Nor shall the Arbitrator have any authority to hear or arbitrate any such dispute.

Notwithstanding any other clause in this Agreement, the Class Action Waiver shall not be severable from this Agreement in any instance in which the dispute is brought or maintained as a class and/or collective action.

(b) REPRESENTATIVE ACTION WAIVER. Infosys and Signer also hereby waive any right for any dispute to be brought, heard, decided, or arbitrated as a PRIVATE ATTORNEY GENERAL REPRESENTATIVE ACTION ("Representative Action Waiver"). Nor shall the Arbitrator have any authority to hear or arbitrate any such dispute.

> The Representative Action Waiver does not apply to any claim that Signer brings in arbitration as a private attorney general solely on his/her own behalf and not on behalf of or regarding others. The Representative Action Waiver shall be severable from this Agreement in any case in which there is a final judicial determination that the Representative Action Waiver is invalid, unenforceable, unconscionable, void or voidable. In such instances and where the claim is brought as a private attorney general, such private attorney general claim must be litigated in a civil court of competent jurisdiction.

Notwithstanding any other clause or language in this Agreement and/or any rules or procedures that might otherwise apply by virtue of this Agreement or by virtue of any arbitration organization rules or procedures that now apply or any amendments and/or modifications to those rules, any claim that the Class Action Waiver or Representative Action Waiver, or any portion of the Class Action Waiver or Representative Action Waiver is unenforceable, inapplicable, unconscionable, or void or voidable, shall be determined only by a court of competent jurisdiction and not by an arbitrator. No arbitration award or decision will have any preclusive effect as to issues or claims in any dispute with anyone who is not a named party to the arbitration.

V. TIME TO FILE CLAIMS. We understand and agree that the party initiating the claim must make a written request for arbitration of the claim to the

other party no later than the expiration of the statute of limitations (deadline for filing) that the law prescribes for the claim. The failure to submit a written request for arbitration within this time frame will constitute a waiver of all rights to raise those claims either through arbitration or otherwise that are subject to this Agreement. The Arbitrator will resolve all disputes regarding the timeliness or propriety of the request for arbitration and the apply the statute of limitations that would have applied if the claim(s) had been brought in court.

VI. PROCEDURE FOR SUBMITTING A REQUEST FOR ARBITRATION. A written request for arbitration of claims under this Agreement against Infosys shall be sent to the attention of Infosys Limited at the following address:

CT Corporation System
1999 Bryan Street, Suite 900
Dallas, Texas 75201

In the event that Infosys requests arbitration under this Agreement, Infosys shall send written notice to the last mailing address and personal email address it has on file for Signer.

VII. SELECTION OF NEUTRAL ARBITRATOR. The parties shall select the neutral arbitrator by mutual agreement. Unless the parties jointly agree otherwise, the Arbitrator shall be an attorney experienced in employment law and licensed to practice law in the state in which the arbitration is convened, or a retired judge from any jurisdiction in the United States. The process for selecting an Arbitrator is as follows: Within twenty-one (21) days of receipt of the

request for arbitration, the responding party shall tender to the complaining party a list of at least five names of acceptable arbitrators. Within twenty-one (21) days thereafter, the complaining party shall notify the responding party whether any of the proposed arbitrators are acceptable and, if none of the responding party's proposed arbitrators are acceptable, the complaining party shall tender to the responding party a list of at least five acceptable arbitrators. The responding party shall notify the complaining party within ten (10) days whether any of the complaining party's proposed arbitrators is acceptable.

In the event that the parties do not mutually agree to an arbitrator, the Arbitrator shall be selected as follows: The American Arbitration Association ("AAA") shall give each party a list of eleven (11) arbitrators drawn from its panel of arbitrators. Each party shall have ten (10) calendar days from the postmark date on the list to strike all names on the list it deems unacceptable. If only one common name remains on the lists of all parties, that individual shall be designated as the Arbitrator. If more than one common name remains on the lists of all parties, the parties shall strike names alternately from the list of common names, with the party to strike first to be determined by a coin toss, until only one remains. If no common name remains on the lists of all parties, the AAA shall furnish an additional list of eleven (11) arbitrators from which the parties shall strike alternately, with the party striking first to be determined by a coin toss, until only one name remains. That person shall be designated as the Arbitrator. If for any reason, that person cannot serve, the AAA shall issue another list

of eleven (11) arbitrators and repeat the alternate strike selection process.

If for any reason the AAA will not administer the arbitration, either party may apply to a court of competent jurisdiction with authority over the location where the arbitration will be conducted to appoint a neutral Arbitrator.

VIII. PLACE OF ARBITRATION. Unless the parties jointly agree otherwise, the arbitration shall take place in the county in which the Signer applied to work, works, or worked at the time the dispute or claim arose. If, however, such place is outside the United States, the arbitration shall take place in Dallas County, Texas, unless the parties jointly agree otherwise.

IX. ARBITRATION RULES AND PROCEDURES. We understand and agree that the arbitration shall be conducted in accordance with the then current American Arbitration Association Employment Arbitration Rules and Mediation Procedures ("AAA Employment Arbitration Rules"), except as otherwise provided in this Agreement. The AAA Rules are also available via the internet at www.adr.org/employment or by using a service such as www.google.com to search for "AAA Employment Arbitration Rules".

Each party shall have the right to take the deposition of up to two individual witnesses and any expert witness designated by another party with each party having the right to designate only one expert. Each party also shall have the right to propound 15 requests for production of documents and 10 interrogatories to any party. Additional discovery may be had

by mutual agreement of the parties or where the Arbitrator selected so orders pursuant to a showing of good cause by either party. Each party shall have the right to subpoena witnesses and documents for the arbitration, including documents relevant to the case from third parties, for the arbitration hearing. The Arbitrator shall apply the Federal Rules of Civil Procedure to resolve discovery disputes.

The Arbitrator shall have no authority to issue any third-party subpoenas seeking production of information or testimony before the arbitration hearing unless the Federal Court of Appeals for the federal district that would otherwise have jurisdiction over the dispute has expressly stated that the Federal Arbitration Act authorizes the Arbitrator to issue such subpoenas.

The Arbitrator shall have jurisdiction to hear and rule on pre-hearing disputes and is authorized to hold pre-hearing conferences by telephone or in person, as the Arbitrator deems necessary. Each party shall have the right to bring dispositive motions, including motions to dismiss and/or motions for summary judgment. The Arbitrator shall apply the standards for those motions under the Federal Rules of Civil Procedure.

The Federal Rules of Evidence shall apply to the arbitration proceedings. Either party may obtain a court reporter to provide a stenographic record of the proceedings. Either party, upon request at the close of the hearing, shall be given leave to file a post-hearing brief. The Arbitrator will set the time for filing such a brief.

To the extent that any of the AAA Employment Arbitration Rules or anything in this Agreement conflicts with the arbitration procedures required by law, the arbitration procedures required by law shall govern. Signer and Infosys also agree that nothing in this Agreement relieves either of them from any obligation they may have to exhaust certain administrative remedies before arbitrating any claims or disputes under this Agreement.

X. AWARD AND DECISION. The Arbitrator will issue a decision and award in writing, including the factual and legal basis for the decision. The Arbitrator may award to the Signer or to Infosys any remedy to which that party is entitled under applicable law (including, but not limited to, legal, equitable, and injunctive relief), but such remedies are limited to those that would be available to a party in his or her individual capacity in a court of law for the disputes presented to and decided by the Arbitrator. The Arbitrator is without jurisdiction to apply any different substantive law. The award may be entered in any court of competent jurisdiction.

XI. FINAL AND BINDING ARBITRATION. We understand that the arbitration of disputes and claims under this Agreement shall be instead of a trial before a judge and/or jury in a court proceeding. We also understand and agree that the Arbitrator's decision will be final and binding on both Infosys and the Signer, subject to review on the grounds set forth by the laws of State where the Signer was or is primarily employed by Infosys.

XII. COSTS OF ARBITRATION. Infosys will pay the Arbitrator's and arbitration fees and costs, except

for the filing fee, if any, as required by the organization through which the arbitration is conducted. If the Signer is financially unable to pay a filing fee, he or she will be relieved of the obligation to pay the filing fee. If the law (including the common law) of the jurisdiction in which the arbitration is held requires a different allocation of arbitral fees and costs for this Agreement to be enforceable, then such law shall be followed. Any disputes as to the fees, costs, and the law that applies to fees and costs will be resolved by the Arbitrator.

Each party shall pay for its own costs and attorneys' fees, if any. The Arbitrator will not have any authority to award attorneys' fees unless a statute or contract at issue in the dispute authorizes the award of attorneys' fees as required or permitted by the applicable law. The Arbitrator will resolve any dispute as to whether Infosys or the Signer is the prevailing party in the arbitration.

XIII. GOVERNING LAW. The parties agree that Infosys is engaged in transactions involving interstate commerce. We understand that this is an Agreement to arbitrate under the Federal Arbitration Act, 9 U. S. C. §1 *et seq.* To the extent not inconsistent with the Federal Arbitration Act, this Agreement and its interpretation, validity, construction, enforcement and performance, as well as disputes and/or claims arising under this Agreement, shall be governed by the law of the State of Texas.

XIII. SEVERABILITY. Except as provided in Section IV "Waivers" above, if any provision of this Agreement is adjudged to be void, voidable or otherwise unenforceable, in whole or in part, such provision shall

be severed from this Agreement. All remaining provisions shall remain in full force and effect.

IX. CONSIDERATION. Infosys and the Signer agree that the mutual obligations by each to arbitrate disputes provide adequate consideration for this Agreement.

X. ENTIRE AGREEMENT. We understand and agree that this Agreement is the sole and complete agreement between the parties on the subject of arbitration of disputes, except that if Signer and Infosys have a pre-existing agreement to arbitrate, and this Agreement is declared invalid, then the pre-existing agreement to arbitrate shall remain controlling. Further, we agree that this Agreement shall not supersede any arbitration agreement in connection with any benefit plan. This Agreement shall survive the termination of the Signer's employment with Infosys and the expiration of any benefit. No party is relying on any representations, oral or written, on the subject of the effect, enforceability, or meaning of this Agreement, except as set forth in this Agreement. Notwithstanding any contrary language, if any, in any Infosys policy or handbook, this Agreement may not be modified, revised or terminated absent a writing signed (electronically or otherwise) by both parties.

XI. NOT A CONTRACT OF EMPLOYMENT. This Agreement does not alter the "at-will" status of my employment. This Agreement is not, and shall not, be construed to create, any contract of employment, express or implied.

Knowing and Voluntary Agreement

WE UNDERSTAND AND AGREE THAT WE HAVE BEEN ADVISED TO CONSULT WITH AN ATTORNEY OF OWN CHOOSING BEFORE ACCEPTING THIS AGREEMENT (THROUGH SIGNATURE OR ELECTRONIC ACCEPTANCE), AND WE HAVE HAD AN OPPORTUNITY TO DO SO. BY ACCEPTING THIS AGREEMENT, WE ACKNOWLEDGE WE HAVE READ THIS AGREEMENT CAREFULLY AND UNDERSTAND WE ARE WAIVING ALL RIGHTS TO A TRIAL OR HEARING BEFORE A JUDGE OR JURY OF ANY ALL DISPUTES AND CLAIMS SUBJECT TO ARBITRATION UNDER THIS AGREEMENT.

Infosys Limited

/s/ Richard Lobo
Richard Lobo
EVP and Head Human Resources -Infosys Limited

[Filed: Feb. 24, 2025]

UNITED STATES DISTRICT COURT
NORTHERN DISTRICT OF ILLINOIS
EASTERN DIVISION

VENKATESWARA RAO ADDEPALLI, **Plaintiff,**	
v.	**Case: 1:24-cv-12933**
INFOSYS LIMITED, **Defendant.**	**Judge Andrea R. Wood**

DECLARATION OF JOANNE POLANOWSKI IN SUPPORT OF DEFENDANT'S REPLY TO PLAINTIFF'S OPPOSITION TO DEFENDANT'S MOTION TO COMPEL ARBITRATION AND DISMISS OR STAY THE ACTION

I, Joanne Polanowski, declare as follows:

1. I make this declaration in support of Defendant Infosys Limited's ("Infosys" or "Company") Reply to Plaintiff's Opposition to Defendant's Motion to Compel Arbitration and Dismiss or Stay the Action. I am over the age of 18 and the information set forth herein is based upon my personal knowledge. If called and sworn as a witness, I could and would competently testify thereto.

2. I am employed by Infosys as Senior Practice Lead - Talent Acquisition and I am based in Bridgewater, New Jersey. I have held this position since January 3, 2012. As a result of performing my duties as

Senior Practice Lead, I have personal knowledge of certain policies and practices in place regarding the onboarding of candidates for employment with Infosys. I also have access to and am familiar with the company's Candidate Portal, which Infosys utilizes to send and maintain records regarding candidate offer letters, attachments to offer letters, and records of a candidate's acceptance of an offer and its attachments.

3. Candidates who are extended an offer of employment by Infosys must create an account in the company's Candidate Portal using a unique username and password.

4. Infosys initiated two activities related to Plaintiff Venkateswara Rao Addepalli ("Plaintiff") on the Candidate Portal on October 30, 2019: first, Infosys posted a document packet containing Plaintiff's Offer Letter and its attachments to the Candidate Portal; and second, it sent an email to Plaintiff's personal email address notifying him that his offer had been posted to the portal.

5. A true and correct copy of the Candidate Portal reflecting these activities is attached hereto as **Exhibit A.** As reflected in Exhibit A, one of the documents included in the offer letter packet was the Arbitration Agreement.

6. A true and correct copy of the email sent to Plaintiff's personal email address notifying him that the offer packet, including the arbitration agreement, had been posted, is attached hereto as **Exhibit B.** As reflected in the Candidate Portal, the email address to which this email was sent is Rao_Add@yahoo.com.

7. The only way for Infosys's Candidate Portal system to record Plaintiff's digital acceptance of the offer letter and its attachments was if Plaintiff logged into the Candidate Portal using his personal login credentials and clicked the radio button next to the statement "I have read, understood, and accepted all the terms and conditions contained in this offer letter and the attached annexures." Infosys' Candidate Portal reflects that Plaintiff digitally accepted Infosys's offer letter and its attachments (including the arbitration agreement) on October 30, 2019, at 5:51pm.

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

Executed 2/24/2025.

/s/ Joanne Polanowski
JOANNE POLANOWSKI

EXHIBIT A
TO DECLARATION

Communication - Email	30-Oct-2019 12:26:35	B. Poojitha H		Annexure - Offer Notification	B. Poojitha H	[redacted]	[redacted] Consultant SD Wintel
Communication - Document packet parked	30-Oct-2019 12:27:52	B. Poojitha H	Status: Unposted Offer Letter for Rao Addepalli.pdf	Offer for Rao Addepalli 30-Oct-2019, 12:27:52	B. Poojitha H	Addepalli, Rao(Rao_Add@yahoo.com)	[redacted] Lead Consultant SD Wintel

Infosys - Offer for Rao Addepalli - 30-Oct-2019, 12:27:52 - Work - Microsoft Edge

Document Packet information

[redacted]
Removal date: 11 29 2019

To review the official offer, please see the attached documents and files.
The offer letter document will require your response - there will be a form at the bottom of the document with a Submit button

Please review all documents and submit your response to all appropriate documents.

If you have any questions please contact Infosys Recruitment team or directly the recruiter you have been working with.

Regards,
Infosys Recruitment Team

Attached files:
Atsoft_agreement.pdf
Confidential Information Agreement.pdf
Non-Compete Agreement.pdf
Benefits Summary FY 19_2020.pdf
Mutual Arbitration Agreement.pdf
Offer Letter for Rao Addepalli.pdf

Close

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No. _____

In the Supreme Court of the United States

VENKATESWARA RAO ADDEPALLI,
Petitioner,

v.

UNITED STATES DISTRICT COURT FOR THE NORTHERN DISTRICT OF ILLINOIS, ET AL..

CERTIFICATE OF COMPLIANCE AND SERVICE

Pursuant to S. Ct. R. 33.1(h), I certify that the petition for writ of certiorari respectively 1,390 words, excluding parts exempted by S. Ct. R. 33.1(d).

Pursuant to S. Ct. R. 29.2, I certify that 40 copies in booklet format and 1 unbound copy of the petition for writ of certiorari are sent to the Clerk of the Supreme Court of the United States through the United Parcel Service via Next Day Air postage prepaid on this 21st day of September, 2026.

Lastly, I certify pursuant to S. Ct. R. 29.5(c), 3 copies of the petition for writ of certiorari are served all parties required to be served have been served via email and United States Postal Service via Priority Mail postage prepaid, this 21st day of September, 2026.

[See attached service list]

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

Executed on September 21, 2026.

戈天黄

Huang Tiange
President
United States Commercial Printing Company
24200 Southwest Fwy, Ste 402–259
Rosenberg, TX 77471–5984
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Terran C. Chambers
Counsel of Record
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Chicago, IL 60606

Party: Infosys Ltd.