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Apple Inc.

UNITED STATES DISTRICT COURT

NORTHERN DISTRICT OF CALIFORNIA

SAN FRANCISCO DIVISION

ASHLEY GJOVIK,

Plaintiff,

v.

APPLE INC.,

Defendant.

Case No. 23-cv-4597-EMC

DEFENDANT APPLE INC.'S RESPONSES TO PLAINTIFF'S INTERROGATORIES, SET ONE

PROPOUNDING PARTY: Plaintiff Ashley Gjovik

RESPONDING PARTY: Defendant Apple Inc.

SET NUMBER: One

Defendant Apple Inc. ("Apple") responds to Plaintiff Ashley Gjovik's Interrogatories, Set One, served on July 3, 2025, as follows:

INTERROGATORY NO. 1:

State in detail Defendant Apple Inc's complete and formal reason(s) for terminating Employee, Ashley Gjovik's, employment as of the time of the termination on Sept. 9 2021

RESPONSE TO INTERROGATORY NO. 1:

Apple objects to this Interrogatory on the grounds that it is vague, overly broad, and unduly burdensome, particularly in its request that Apple state the "complete and formal" reasons for the termination of Plaintiff's employment. This Request imposes an unreasonable demand that could be construed to require an investigation or response beyond what is relevant or proportional to the needs of the case.

Subject to and without waiving the foregoing objections, and based on its understanding of the request, Apple responds as follows:

As a Senior Engineering Program Manager, Plaintiff had access to proprietary and trade secret information about unreleased products and features under development, which was shared internally only with those who had a business need to know. From time to time, Plaintiff was given the opportunity to participate in new product or feature user studies and to test unreleased prototypes. Participation in certain studies was voluntary and required her to agree to confidentiality obligations that prohibited her from disclosing any information about the existence of the study or her participation in it.

During her employment, Plaintiff participated in a user study of an internal and proprietary application called Alpha,[1] which tested face identification for certain Apple devices. Because the application was still in testing phase and unavailable to the public, Apple required all participants—as a condition of participating—to maintain strict confidentiality. Plaintiff voluntarily chose to participate in the study and signed the Alpha Study Consent Form expressly acknowledging that any information about the study, including her participation, was confidential under the

[1] To safeguard Apple's confidential information, the study is referenced as "Alpha" for purposes of this response.

Confidentiality Agreement and could not to be disclosed to third parties. The form read, in part, "YOUR CONFIDENTIALITY OBLIGATIONS … By agreeing to participate in this study, you acknowledge that any information about the Study, including any Study details or the fact of your participation, are considered Apple Confidential Information, and are covered by the obligations under your agreements with Apple."

Further, upon joining Apple, Plaintiff had agreed to comply with Apple's confidentiality policies relating to proprietary information related to Apple's research and development. She signed a Confidentiality and Intellectual Property Agreement (the "Confidentiality Agreement"). The provisions of the Confidentiality Agreement legally prohibited the dissemination of information relating to product development and research. It provided that employees were prohibited from disseminating the following:

> (a) Trade secrets, R&D records, reports, samples, manuals, plans, specifications, inventions, ideas, designs, prototypes, software, source code, or any other materials or information relating to past, existing, and future products and services whether or not developed, marketed, used, or rejected by Apple or persons or companies dealing with Apple . . .

Plaintiff agreed to "strictly comply" with Apple's rules and policies relating to confidential product information and understood that breach of the agreement through prohibited disclosure of confidential product information could result in termination of her employment. Additionally, the importance of protecting Apple's confidential pre-release product information is clearly set out in the company's Business Conduct Policy: "One of [Apple's] greatest assets is information about [its] products and services, including future product offerings."

On August 28, 2021, Plaintiff tweeted details about a separate proprietary study Apple was conducting, the "Omega"[2] study, which she learned about in connection with her employment, was invited to participate in, but ultimately declined to participate. Like the Alpha study, the details of the Omega study were not known except to a small select group within Apple, and certainly not outside Apple, and thus they were covered by Plaintiff's Confidentiality Agreement in which she

[2] To safeguard Apple's confidential information, the study is referenced as "Omega" for purposes of this response.

agreed to keep non-public information relating to product development and research confidential. Despite this, Plaintiff's tweet both identified the name and purpose of the study regarding an unreleased product under development. The next day, Apple received a complaint through its Business Conduct Hotline that Plaintiff had publicly disclosed confidential information about the Omega study.

On August 30, 2021, Plaintiff tweeted photographs of herself created by the Alpha application, thus again disclosing confidential Apple product information. She also linked to a story published in The Verge, a technology blog, in which she disclosed her participation in the Alpha study. The story also included a video comprised of photographs of Plaintiff created by the Alpha application.

Plaintiff knew or should have known her conduct was inappropriate, including because she had previously reported similar conduct by other Apple employees as a violation of their employee confidentiality obligations regarding non-public information relating to product development and research. For example, in January 2020, Plaintiff reported to Apple conduct of former employees who had given an interview in which they disclosed, among other things, internal code names, which Plaintiff acknowledged were "trade secret."

Upon learning of her unauthorized disclosures, Apple launched an investigation. On September 9, 2021, an Apple investigator requested to speak with Plaintiff as part of that investigation. Plaintiff refused to speak with the investigator, and Apple completed its investigation based on the available information, including her publicly available Twitter posts. Based on clear evidence, Apple concluded that Plaintiff had improperly disclosed confidential Apple product information without authorization and had violated her confidentiality obligations barring disclosure of non-public information relating to product development and research. Additionally, Apple concluded that Plaintiff had failed to cooperate and to provide accurate and complete information during the Apple investigatory process.

On September 9, 2021, Apple notified Plaintiff it was terminating her employment effective the following day for her unauthorized disclosure of Apple confidential information, her violation of her confidentiality agreements regarding disclosure of non-public information relating to product

development and research, and her refusal to cooperate during Apple's internal investigation process. Apple treated Gjovik the same as other employees who similarly failed to protect Apple's intellectual property and improperly disclosed confidential product information without authorization.

Dated: August 4, 2025

ORRICK, HERRINGTON & SUTCLIFFE LLP

/s/ Melinda S. Riechert
MELINDA S. RIECHERT
Attorneys for Defendant
APPLE INC.

VERIFICATION

I, Megan Bowman, declare that I am the Director of Human Resources, Hardware Engineering, for Apple Inc. and I am authorized to make this verification on its behalf. I have read the following:

- **DEFENDANT APPLE INC.'S RESPONSES TO PLAINTIFF'S INTERROGATORIES, SET ONE**

Based on information and belief and/or personal knowledge, I believe the matters stated therein to be true and accurate. I declare under penalty of perjury under the laws of the State of California and the United States of America that the foregoing is true and correct.

Executed in San Carlos, California on August 4, 2025.

Megan Bowman

Megan Bowman

CERTIFICATE OF SERVICE

I am more than eighteen years old and not a party to this action. My business address is Orrick, Herrington & Sutcliffe LLP, 1000 Marsh Road, Menlo Park, California 94025. On August 4, 2025, I served the following document(s):

- **DEFENDANT APPLE INC.'S RESPONSES TO PLAINTIFF'S INTERROGATORIES, SET ONE**

By Electronic Service: On all of the interested parties in this action by transmitting true and correct copies of the documents identified above in portable document format from the email address mriechert@orrick.com to the email addresses below:

Ashley Gjovik (in pro per)
ashleymgjovik@protonmail.com

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

Executed on August 4, 2025.

Melinda S. Riechert