UNITED STATES DISTRICT COURT
NORTHERN DISTRICT OF CALIFORNIA

ASHLEY M. GJOVIK, Plaintiff, vs. APPLE, INC., Defendant. Case No. 23-cv-04597-EMC

VIDEOCONFERENCE DEPOSITION OF
YANNICK BERTOLUS
VIDEO-RECORDED VIA ZOOM
Friday, April 17, 2026

Stenographically reported by:
CARRIE GIBSON, CSR No. 13937
JOB No. 10188335

UNITED STATES DISTRICT COURT
NORTHERN DISTRICT OF CALIFORNIA

ASHLEY M. GJOVIK, Plaintiff, vs. APPLE, INC., Defendant. Case No. 23-cv-04597-EMC

Deposition of YANNICK BERTOLUS, taken on behalf of Plaintiff via videoconference, commencing at 1:07 p.m. and ending at 5:00 p.m. on April 17, 2026, reported stenographically by Carrie Gibson, California Certified Shorthand Reporter No. 13937.

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I N D E X

EXAMINATION BY:		PAGE
MS. GJOVIK		8

E X H I B I T S

NUMBER	DESCRIPTION	PAGE
EXHIBIT 1	Printout of Twitter post from Ashley Gjovik, dated 8/30/2021, 1 page	115
EXHIBIT 2	Printout of Twitter post from Ashley Gjovik, dated 8/30/2021, 1 page	119
EXHIBIT 3	Printout of Twitter post from Ashley Gjovik, dated 8/30/2021, 1 page	120
EXHIBIT 4	Printout of Twitter post from Ashley Gjovik, dated 8/28/2021, 1 page	120
EXHIBIT 28	Printout of text messages, 39 pages (APL-GAELG_00002678 - 2716)	159
EXHIBIT 35	8/30/2021 article from The Verge entitled "Apple Cares About Privacy Unless You Work At Apple," 11 pages (PL_PROD_7-101 - 7-111)	121
EXHIBIT 53	National Labor Relations Board Order Consolidating Cases, Consolidated Complaint, and Notice of Hearing, 10 pages (PL_PROD10_EX053 - EX062)	132

///

E X H I B I T S (Continued)

NUMBER	DESCRIPTION	PAGE
EXHIBIT 92	9/9/2021 e-mail correspondence between Aleks Kagramanov and Ashley Gjovik, 2 pages (PL-PROD10_EX092 - 093)	126
EXHIBIT 101	National Labor Relations Board settlement agreement, 6 pages (PL_PROD10_EX101 - EX106)	135
EXHIBIT 3866	Identified floor penetration features and sub-slab monitoring points, marked Apple need to know - confidential, 3 pages (APL-GAELG_00003866 -3868)	142
EXHIBIT 3870	Identified floor sealing areas and sub-slab monitoring points, marked Apple need to know - confidential, 5 pages (APL-GAELG_00003870 -3874)	142
EXHIBIT A	Printout of text messages, 1 page (PL_PROD_12_001)	151
EXHIBIT B	Printout of text messages, 1 page (PL_PROD_12_002)	153
EXHIBIT CC	2015 Apple Confidentiality and Intellectual Property Agreement, 6 pages	113
EXHIBIT DD	10/2020 Apple Business Conduct Policy, 19 pages	113
EXHIBIT EE	National Labor Relations Board Corrected Complaint and Notice of Hearing, 71 pages	133
EXHIBIT GG	Apple Social Media and Online Communications Policy, 2 pages	114

///

E X H I B I T S (Continued)

NUMBER	DESCRIPTION	PAGE
EXHIBIT I	4/18/2018-5/10/2018 e-mail correspondence between Ashley Henderson, Dan West, Monu Mathur, and John Basanese, Subject: Women of PSQ event: Fireside chat with Dan West and John Basanese on 5/8, 3 pages (PL_PROD_12_0061 - 0063)	180
EXHIBIT J	7/29/2021 email from Ashley Gjovik to Ekelemchi Okpo, Subject: Ashley:Ekelemchi - 7/29 notes, 3 pages (PL_PROD_12_0064 - 0066)	182
EXHIBIT JJ	Settlement agreement and compliance documents, 61 pages	136
EXHIBIT LL	United States Environmental Protection Agency consent agreement, 20 pages	138
EXHIBIT M	9/9/2021 letter from Yannick Bertolus to Ashley Gjovik, Re: Termination of employment, 2 pages (PL_PROD_12_0103 - 0104)	110
EXHIBIT N	9/9/2021 e-mail correspondence between Megan Bowman and Yannick Bertolus, Subject: Ashley Gjovik summary, 3 pages (PL_PROD_12_0107 - 0109; APL-GAELG_00001513 - 1515)	110
EXHIBIT O	9/10/2021 email from Yannick Bertolus to Ashley Gjovik, Subject: Employment status, 1 page (PL_PROD_12_0113; APL-GAELG_00001143)	110

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E X H I B I T S (Continued)

NUMBER	DESCRIPTION	PAGE
EXHIBIT P	9/9/2021 email from Yannick Bertolus to Ashley Gjovik, Subject: Employment status, with attachment, 1 page (PL_PROD_12_0114)	110
EXHIBIT Q	9/13/2021-9/16/2021 e-mail correspondence between Lisa Gonzalez and Ashley Gjovik, Subject: Address verification for shipping boxes, 3 pages (PL_PROD_12_0115 - 0117)	111
EXHIBIT R	Printout of Yannick Bertolus's LinkedIn profile, 2 pages (PL_PROD_12_0118 - 119)	113

QUESTIONS INSTRUCTED NOT TO ANSWER:

Page	Line
14	6
14	13
72	15
77	3
79	3
83	4
102	14
147	16

INFORMATION REQUESTED:
(None)

MARKED FOR REFERENCE:
(None)

Friday, April 17, 2026
1:07 p.m. - 5:00 p.m.

THE STENOGRAPHER: Good afternoon. My name is Carrie Gibson, and I'm a California certified shorthand reporter, license number 13937.

The parties participating in this deposition acknowledge that I will be stenographically reporting this proceeding pursuant to the California Code of Civil Procedure, Section No. 2025.310.

Additionally, after the conclusion of the deposition, the transcript will be handled pursuant to the Federal Rules of Civil Procedure, Rule 30.

Mr. Bertolus, please raise your right hand to be sworn.

YANNICK BERTOLUS,
having been first duly sworn, was examined and testified as follows:

EXAMINATION

BY MS. GJOVIK:

Q. Mr. Bertolus you have been subpoenaed to today in the case of Ashley Gjovik v. Apple, Inc. in the northern district of California. I thank you for

Page 9

attending. My name is Ms. Ashley Gjovik. I was an employee of Apple. I'm a pro se plaintiff. I'm not an attorney. And I'll be deposing you today. These are my first depositions, so bear with me. I'm trying to do my best.

Do you understand now that you -- oh, sorry. We are recording also in the cloud in Zoom, and I will share that video and audio recording with Apple as well and it could be admitted for the trial, if needed.

Do you understand you're being recorded, as well as stenographically recorded?

A. I do.

Q. Okay. Thank you.

And you understand that you have been sworn in and are testifying under oath today, just as if you were testifying in a courtroom before a judge and jury?

A. I do.

Q. Sorry. You're a little muffled too. I'm sorry.

A. I do.

Q. Thank you.

And do you understand that means you're required to give truthful testimony, and that there

Page 10

are penalties for providing false testimony under oath?

A. Yes.

Q. I'm sorry. Do you have a microphone you might be able to move closer to yourself as well?

A. It's just a Mac.

Q. It's just a Mac.

MS. GJOVIK: Ms. Court Reporter, are you hearing him all right, or should we try to troubleshoot a little bit more?

(Discussion off the record.)

BY MS. GJOVIK:

Q. Okay. Is there any reason you cannot give full, honest, and accurate testimony here today?

A. No.

Q. Thank you.

Have you taken any medication, alcohol, or other substance that might affect your ability to understand my questions or give accurate answers today?

A. No.

Q. Are you suffering any illness, injury, or condition that might affect your ability to testify fully and accurately?

A. No.

Page 11

Q. And you see the court reporter there. She's taking down everything that's said today -- every question I ask and every answer you give -- and that's going to be made into a written transcript. Because she can only take down words, I need you to please give me verbal answers. So if your answer is yes, can you please say yes, rather than only nodding your head?

Are you able to do that?

A. Yes.

Q. Thank you.

Along the same lines, please try to let me finish my question before you start your answer, and I'll do my best to let you finish your answer before I ask my next question. That way we don't talk over each other and the court reporter can get a clean record.

Is that fair?

A. That's fair.

Q. Thank you.

If at any point you don't understand a question I ask, I want you to tell me, and I will stop and I will try to rephrase.

Can you do that please?

A. Yes.

Page 12

Q. Thank you.

And is it fair to say that if you answer a question I ask, I'm entitled to assume you understood the question?

A. Yes.

Q. Thank you.

And if you need to take a break at any point to use the restroom or get water or stretch, that's fine. Just let me know. The only thing I ask is if I asked a question, if you can please answer it before the break.

Is that okay?

A. Yes.

Q. Thank you. Okay. So let's get to it.

Did you do anything to prepare for today's deposition?

MS. PERRY: And I'm going to instruct you that you can testify --

MS. GJOVIK: So we can't hear you.

MS. PERRY: I'm going to object, to the extent that this question asks you about anything that you would have discussed with your lawyers.

MS. GJOVIK: Whoever is speaking is very muffled. And also, we cannot see your face. So if you can please identify the speaker, if it's

Page 13

Ms. Perry or Perez.
MS. PERRY: It's Ms. Perry. I'm the one who's going to be speaking today.
MS. GJOVIK: Okay.
MS. PERRY: Ms. Court Reporter, can you hear me?
(Discussion off the record.)
MS. PERRY: I made an objection that the witness can testify as to anything he did to prepare that did not involve communicating with his counsel. Anything he did to prepare for this deposition that involved communicating with counsel would be covered by the privilege.
MS. GJOVIK: Okay.
BY MS. GJOVIK:
Q. You can answer.
A. Sorry.
Can you repeat the question again?
Q. Did you do anything to prepare for today's deposition?
A. Based on what my lawyer just said, no. Only -- I only worked with the lawyers.
Q. Okay. Did you review -- without disclosing anything that's privileged, did you review any documents in preparation for today's deposition? Yes or no?

Page 14

A. Yes.
Q. Roughly how many documents did you review?
A. Two or three.
Q. Two or three.
Are you able to share what those documents are?
MS. PERRY: No. I think that you're asking now for privileged information, so I'm going to instruct him not to answer.
MS. GJOVIK: Okay. Okay. Thank you.
BY MS. GJOVIK:
Q. Has anyone told you what to say today?
MS. PERRY: I'm also going to instruct here, to the extent that you're asking for any communications that would involve his counsel.
MS. GJOVIK: Let me rephrase.
BY MS. GJOVIK:
Q. Has anyone told you specific answers to provide to specific questions you are asked today?
A. No.
Q. Thank you. So let's start.
Can you tell me about your experience working at Apple? When did you start, when did you leave, and what roles did you hold?

Page 15

MS. PERRY: Objection. Overbroad. Compound.
BY MS. GJOVIK:
Q. Okay. You can answer.
A. Do you mind splitting that? I think there were three questions in there. Do you mind splitting them to three separate questions?
Q. Sure.
When did you start working at Apple?
A. I started working at Apple in 2006.
Q. What was your first role at Apple?
A. My first role at Apple was director of iPod software quality assurance.
Q. Okay. And then when did you leave Apple?
A. I left Apple in -- at the end of 2023.
Q. '23.
Did you take a new job or retire?
A. I retired.
Q. Congrats. Sorry again I had to drag you here. Thank you for being here.
During that time you worked at Apple, what roles did you hold?
A. The last role I had was supervising the project managers in hardware engineering, in addition to the communications team, the tools team, the

Page 16

learning and development team, and the inclusion and diversity team. Before that, the job I had before was vice president of product integrity.
Q. Was there another job between that and the iPod team you mentioned?
A. The role evolved over the years. But from memory, it went from -- I mean it was an additional -- additional product lines until the product integrity role.
Q. It's kind of my understanding that it kind of emerged from your original role to create the product integrity work, so it was just an ongoing expansion.
Is that kind of a fair characterization?
A. I guess you could -- I mean --
Q. Rather than making you give me 20 different titles for probably essentially what was --
A. Yes.
Q. Let me rephrase.
Since you started at Apple to that role of running product integrity, was your role generally a leadership role for teams that were doing system quality and product integrity work for Apple's products?
MS. PERRY: Objection. Vague and ambiguous.

Page 17

BY MS. GJOVIK:
Q. How would you describe -- okay. It sounds like your last role, your final role at Apple, was a little bit different than the prior ones.
How would you describe in generalities those prior roles leading up to your role at the -- leading product integrity?
A. So starting with the iPod role, it was mostly software quality assurance that evolved over the years to add some products like iPhone and then iPad and then the Mac before it morphed into the product integrity role that went beyond software.
Q. And were you always working under hardware engineering?
A. The first role was in the iPod division. So that was more than just hardware engineering.
Q. Different organization structure at Apple back then, I guess.
So did you work in multiple Apple -- like, high-level organizations during your time at Apple? Like, software engineering? Hardware engineering?
A. Well, the first one was in the iPod division. After that, it was in hardware engineering.
Q. Okay. Thank you.

Page 18

And what was your -- as of 2021, what was your title?
A. My -- well, the role changed in 2021. So in the first part of 2021, it was the product integrity role. And then toward the end, it was the latter that I mentioned earlier.
Q. When did the role change?
A. I don't recall exactly. I think it was in the fall of '21.
Q. So if you were the one to send my termination email in September, on September 9th, 2021, is it fair to say that you had not changed roles yet at the time you sent that email?
A. I had not changed roles yet.
Q. Okay. So some point after September 9th, 2021, you then changed roles and moved into your -- the final role you had at Apple; is that right?
A. (Nonverbal response.)
Q. What was your title in the final role?
A. I'm sorry.
In the last role?
Q. Yeah.
A. I don't remember exactly. I think broadly, it was vice president of hardware engineering.
Q. How large was your organization that you led when you were leading product integrity as of 2021?

Page 19

A. I don't remember exactly the number of employees. But it was under 2,000, I believe.
Q. And then how large was your organization in the final role?
A. Again, I don't remember exactly the number. A few hundred. Under a thousand.
Q. Okay. Can you tell me about the changing of your role at some point after September 2021? Were you asked to change roles? Did you ask to change roles?
How did that come about?
MS. PERRY: Objection. Vague and ambiguous. Overbroad.
MS. GJOVIK: I'm sorry.
Can you say it again?
MS. PERRY: Objection. Vague. Ambiguous. Overbroad.
BY MS. GJOVIK:
Q. Mr. Bertolus, why did you change roles in 2021?
A. I had found a great successor to take over the role since I was already planning to retire. And an opportunity came up when another vice president retired, and so I took that role.

Page 20

Q. Thank you.
Who was the person to replace you running product integrity?
A. Tom Marieb.
Q. And who was the person that left that you replaced in the final role?
A. Loretta Grow [phonetic].
Q. I didn't know she retired. Good for her.
Okay. And where do you currently reside? Like, generally? Like, a city and state?
A. State of California, county of Monterey, city of Carmel.
Q. That sounds lovely. Congratulations.
And can you tell me a little about your educational background?
A. I have a master's in physics and a postgrad degree in instrumentation technology.
Q. Thank you.
And you worked at Palm prior to Apple; is that correct?
A. I -- my last job before Apple was Palm, yes.
Q. How long ago did you work at Palm?
A. I worked at Palm from 1997 to 2002, and then from 2005 to 2006.
Q. What kind of roles did you hold at Palm?

Page 21

A. The roles changed over the years.
Do you want to know my last role?
Q. Sure. Your last role, please.
A. My last role was director of software quality assurance.
Q. Thank you.
When -- so I'm going to ask you questions about your role at Apple. And I'm going to be specific for the time period from, let's say, January of 2021 through September of 2021. So I'm going to be targeting kind of the state of product integrity at that time and your role leading that. If I ask a question that's broad and you want me to narrow to make sure that I'm targeting that time frame, let me know, please.
So during that time, who did you report to?
A. During the time you brought up, which was basically the first nine months or so of 2021, I was reporting to John Turnis.
Q. John Turnis.
What was John Turnis's title?
MS. PERRY: Objection. Vague and ambiguous.
MS. GJOVIK: I can't hear you.
MS. PERRY: Objection. Vague and ambiguous.
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Page 22

BY MS. GJOVIK:
Q. What is John Turnis's job title at Apple as of January 2021 through September 2021?
A. John, during that time, was senior vice president of hardware engineering.
Q. Thank you.
And at that time, who did John Turnis report to?
A. During that time, John reported to Tim Cook.
Q. And what is Tim Cook's title?
A. The CEO of Apple.
Q. Thank you.
And did a person named Dan West report to you during that time?
A. Yes.
Q. What was Dan's title at that time?
A. Dan was a senior director of software quality assurance.
Q. Product system quality.
A. Okay.
Q. Whatever the -- that's fine. There's a bunch of different names, so that's fine.
What was -- how about what was your understanding of Dan West's scope of his organization during that time?

Page 23

A. Dan's role has changed over the years, so I want to make sure that -- it's a long time ago. I could be mistaken. Let me think a minute, because I want to make sure that it's during that period.
Q. I can also give you a hint of what organization I thought I worked in.
At that time, I believe that I worked --
A. Go ahead.
Q. -- at an organization called product system quality.
A. Okay. PSQ okay.
Q. Yeah.
So --
A. He was running PSQ?
Q. That's where I believe I worked under Dan West.
So given that hint, can you describe your understanding of what Dan West's scope of his organization was at that time?
A. Broadly, his role was making sure on the areas he was responsible for that the software behaved as expected.
Q. And that was for all products, or just some?
A. I don't remember exactly which products he was -- or exactly which functions he was in charge

Page 24

of. But typically, hardware products, yes.
Q. Sorry. This was a long time ago, and there's a lot of change.
Just -- it was my understanding that we're responsible for all products, the whole product line, with the product system quality. But I know that there was a lot of expansion of merchant and renaming of everything basically every year.
And do you recall a director named David Powers in your organization?
A. I do.
Q. Okay. Do you recall what David Powers' job role was during that time period I mentioned?
A. He was running one of the teams under Dan.
Q. During that time period, do you recall having any engineering project managers or program managers within your organization?
A. Yes.
Q. About how many?
A. I don't remember.
Q. Do you recall how many Dan West had in his organization during that time period?
A. I don't.
Q. Do you recall me working in your organization?

Page 25

A. I do.
Q. Do you recall the time period when I worked in your organization?
A. No, I don't. I could be wrong, but --
Q. I'd prefer you don't make any, like, guesses.
A. Yeah. Yeah. That's fine. Yeah.
Q. That's okay.
So I believe I joined your organization in January 2017. And I come from software engineering, where I was running early field failure analysis.
Do you recall ever working with me when I was in software engineering in the early field failure analysis role?
A. I don't remember precisely, no.
Q. That's fine.
Do you recall being involved in the decision to hire me to your organization?
A. Yes.
Q. What do you recall?
A. The only thing I recall is that I was approving every single offer coming to my organization. So if you came in to work into my organization, I was part of the decision process.
Q. Do you recall there being other engineering

Page 26

project managers or program managers prior to my role in Dan West's organization?
A. I don't.
Q. If my role was a new role type that was the first EPM at Apple, is that something that you generally would approve, the creation of a new role type?
MS. PERRY: Objection, to the extent it calls for speculation. Lacks foundation.
MS. GJOVIK: Okay.
BY MS. GJOVIK:
Q. You can answer.
A. I'm sorry.
What?
Q. If a new role type was created, as if I was the first EPM to work in product systems quality, would that be -- would you be involved in approving the creation of a new role type such as that?
A. Yes.
Q. Do you recall anything about creating that new role type?
A. I don't really have recollection of the details of that, no.
Q. It's a trick question. Dan said he snuck it by you. It's in some of the emails.

Page 27

Do you recall my reporting structure during the time period I mentioned?
A. The one thing I remember is that in 2021, you were reporting to David Powers.
Q. Could you speak up, sir.
A. Sorry.
In 2021, you were reporting to David Powers.
Q. What time period would you say that you recall holding your -- the role of senior vice president or vice president of a role like product integrity? Like, what would be the duration of years that -- I want to hone in on your role at that time period I mentioned, but at that full duration of when you were in a role most resembling that, even though I know there was an of renames of organizations.
MS. PERRY: Objection. Vague. Ambiguous. Overbroad.
BY MS. GJOVIK:
Q. Can you please share what the time period was that you held the role of VP or senior VP of product integrity or a similar role with a different organizational title?
A. Product integrity, I think the role was created -- and I don't like saying "I think" -- 2013

Page 28

is what comes to mind. But I don't remember precisely.
Q. So that would be 2013 to 2021?
A. Yes.
Q. Did the organization grow in size over time?
A. Yes, it did.
Q. How -- what was the -- do you recall what the size was when it started? How many people?
A. I don't.
Q. And as of that time period that I mentioned in 2021, do you have an estimate of how many people were in that organization?
A. I don't for 2021. I mentioned earlier roughly the number I think when I left it.
I think under 2,000.
Q. Under 2,000. Okay.
During the time period that you were holding that role that you mentioned, how often were employees involuntary terminated in your organization?
MS. PERRY: Objection. Vague. Ambiguous. Overbroad.
MS. GJOVIK: Let me rephrase.
BY MS. GJOVIK:
Q. During that time period, how many employees

Page 29

do you recall were involuntarily terminated from your organization?
MS. PERRY: Same objections.
MS. GJOVIK: Okay.
BY MS. GJOVIK:
Q. You can answer.
A. I don't remember the exact name -- or number. Sorry.
Q. Do you think it's over a hundred?
MS. PERRY: Objection, to the extent it calls for speculation.
BY MS. GJOVIK:
Q. Do you recall -- how many specific examples of involuntarily terminations during that time period could you recall right now?
A. It would be a guess.
Q. I could give you, like, a minute just to think through it. I'm looking for, like, how many names could you get in your head right now, thinking back of how many involuntary terminations there were. And if you -- if you have none, you can't think of any names, then I'd like that answer.
A. Between 2013 and 2021, I don't remember them.
Q. Do you remember my involuntary termination?

Page 30

A. Yes, I do.
Q. So the one you remember would be mine?
MS. PERRY: Objection, to the extent it misstates testimony.
BY MS. GJOVIK:
Q. So you said you don't remember any, but then you said you remember mine.
So can you please clarify, Mr. Bertolus, how many involuntary terminations do you remember occurring in your organization during that time period?
MS. PERRY: Objection. Misstates testimony.
BY MS. GJOVIK:
Q. Mr. Bertolus, can you please clarify again how many involuntary terminations you remember occurring in your organization during that time period?
A. I remember your termination. But I couldn't tell you about others.
Q. Okay. Thank you.
I will say their objections make me ask better questions eventually. So I think that's actually -- we do our little dances. We go through that. Thank you for your patience as I worked through that.

Page 31

Mr. Bertolus, do you recall any standard process or policies when an employee was to be involuntary terminated in your organization?
A. I'm sorry.
Can you repeat the question, please?
Q. When there was going to be an involuntary -- okay. I'm sorry. Let me step back.
Now I'm going to ask about the time period that we talked about in 2021. So January to August 2021, do you recall any standard process within Apple that you and your organization were to follow if you needed to involuntarily terminate an employee?
MS. PERRY: Objection, to the extent it lacks foundation.
MS. GJOVIK: He fired me.
BY MS. GJOVIK:
Q. Please answer.
A. Okay. Sorry.
Repeat the question again.
Q. During that time period mentioned, do you recall any standard process or protocol that you were to follow within Apple if an employee needed to be involuntarily terminated within your organization?
A. Typically -- it really depends of -- of the

Page 32

case.
Do you have -- do you have more --
Q. Yeah.
A. Do you want to talk about your case, or just in general? That's the part I'm confused by.
Q. How about for my termination, I feel like -- Apple, I don't think, has actually clarified this directly -- but it was one of the -- like, the immediate terminations. It feels like there's a couple of buckets of, like, putting employees on performance plans versus kind of an immediate termination.
So if we hone in on, like, that kind of category of an -- an employee's just getting fired immediately without being put on some kind of, like, development plan, is there any kind of Apple policies you recollect or protocols or expected process of who to engage or what to do if you need to, like, immediately fire an employee?
A. Okay. So in your case, there was a clear violation of your confidentiality and intellectual property agreement that prompted the -- and that was so egregious that it prompted the termination right away.
Q. Thank you. But that was not the question I

Page 33

asked.
I meant generally, like, a published policy or an HR protocol to follow.
A. The two cases I think you are bringing up is if an employee has performance problem, it's treated differently from when an employee is at fault for an egregious violation of a policy.
Q. Okay. So yeah. And I was -- and I said let's talk about the immediate termination category. So you're describing what sounds like an example of that.
Can you recall any kind of, like, Apple management policies or HR protocols that you were -- managers were expected to follow if an involuntary termination needed to occur in that category?
A. So in your case, I saw examples of -- of what you leaked both on social media and also in articles in the press, and that prompted the termination.
Does that answer your question?
Q. It still does not. I was going to ask you that stuff later, so you're answering ahead of time, which thank you for that.
But I'm still asking if there's, like, a generalized policy or generalized protocol, not

Page 34

specific to me.
A. I don't recall a specific policy. I mean, it's -- there is not.
Q. Okay. And then is it fair to say you understand that category of terminations I'm kind of speaking about, to, like, just immediately fire the employee, versus putting them on, like, some kind of development plan?
A. I do.
Q. Thank you.
Is there, like, a term that Apple managers would use for that category of the immediate firings?
A. The word that comes to mind is termination for fault.
Q. Okay. I don't know. I haven't seen it. But that -- we'll just -- termination for fault, we can use to make sure that I don't have to say the whole gobbledygook. And we'll just use that, it that's okay.
For a termination for fault, do you recall if there are published policies and expectations that someone would have to point to something that was violated in a specific policy to justify that allegation of fault?
MS. PERRY: Objection. Vague. Ambiguous.

Page 35

Overbroad.
MS. GJOVIK: Let me withdraw and try again.
BY MS. GJOVIK:
Q. Mr. Bertolus, for those terminations for fault for employee fault, can you explain -- can you share what you recall about how Apple would determine if an employee was at fault as to justify a termination at fault?
MS. PERRY: Same objections.
MS. GJOVIK: I can't hear you if you objected. I heard a whisper.
MS. PERRY: Same objections.
MS. GJOVIK: Thank you.
THE DEPONENT: We have -- Apple has policies. And when those are violated, then it can lead to termination. And that's the way those are typically phrased.
BY MS. GJOVIK:
Q. Can you clarify, does that mean, like, any Apple policies, if an employee was to violate any terms in any policy, they could be found at fault, justifying immediate termination?
A. Again, your question is fairly broad.
But if we take the example of your termination, there was a clear violation of your

Page 36

confidentiality agreement when you posted product-related information on Twitter, in addition to others. But in this case, a violation of your confidentiality agreement. And if you read that policy that you signed when you started at Apple, it clearly explains that if you violate that policy, you could be terminated.
Q. Okay. Again, you're testifying to my future questions. So that's still relevant. Thank you for answering. But I'm skill asking more generally. And maybe the answer is just no, there's no clear guide of certain policy terms would be considered at fault, justifying immediate termination, and others would not. That's what I'm trying to figure out.
Is there any guide, like, managers of which Apple policies and which terms in those policies would justify the termination for fault?
A. I'm not sure I totally under the question.
If there are policies, those policies are explaining what is expected behavior. And it spells out clearly in there that if there is a violation of that policy, it would be grounds for termination.
Q. Okay. So would you say that it's up to the discretion of the functional leader or HR to just decide if a violation -- if they find that there's a

Page 37

violation of any Apple policy, it's discretionary for them to decide if it justifies termination for fault?
A. Well, at the end of the day, there is a decision that has to be made. In this case, for you, I made the decision that there was a clear violation of the policy that deserved termination.
Q. Okay. Thank you. I'm still asking more generally, though. And I know you said I'm the only one that you remember, so maybe that's why you keep referencing it.
But I know that -- I remember seeing a lot of, like, HR trainings and manager trainings about this stuff. So I'm just really trying to figure out if Apple just left involuntary terminations up to a very discretionary process or if there was kind of, like, a narrow list of what specific types of violations would properly justify a termination.
So, Mr. Bertolus, is it your understanding that any Apple policy -- like, on the Apple Web, Internet, the IPA -- anything that Apple said is a policy and is required by employees, if an employee was to violate any term in any of those policies, it could potentially justify a termination by fault of the employee?
A. That's pretty vague. I'm sorry.

Page 38

Q. I guess I'm looking for a yes-or-no on that.
MS. PERRY: I think he just told you he doesn't understand your question and it's vague.
MS. GJOVIK: Okay.
MS. PERRY: Do you want to try again?
BY MS. GJOVIK:
Q. Maybe we lean into what you were talking about for mine as a concrete example. You mentioned I violated Apple policies.
Can you -- do you recall which policies that you determined that I violated, specifically by name?
A. Yes. You violated the confidentiality and intellectual property agreement. You also violated the business conduct. There is some others. I don't remember the exact name. But posting on social media. I can't remember the name. A couple around communications. So, you know, there were many. But the two obviously that you violated were the confidentiality agreement and the business conduct.
Q. Okay. And I think this might be a more productive way to do it. We're actually digging in on some actual policies now.
Do you recall which terms in the intellectual property agreement you determined were violated?

Page 39

A. I would need to look at it exactly. But you basically posted on Twitter product-related information. It was also an internal tool, so it's a trade secret. So there were -- that was very egregious.
In addition to that, you failed to cooperate with the investigators, which is a violation of the business conduct. You also misled the ER investigation when they were looking into some workplace concerns that you brought up. So all of that made it very egregious and grounds for termination.
Q. Okay. So the business conduct policy -- I'm sorry. Can you say which specific portions of the business -- it's very long.
Which portions were violated?
A. I wouldn't -- I'd like to reread it again, if you really want me to spell out an excerpt.
Q. I'm sorry. Go ahead.
A. No, that's it.
Q. Okay. If -- I was planning on offering a break at, like, 2:00. We can take a 10:00 p.m., and I can go -- or a 10-minute, and I can go dig up those policies you mentioned and we can look at them together, if that's okay, so you're not just

Page 40

speculating.
A. Yeah, that's okay.
Q. Okay. Sounds good. And then -- so business conduct.
And you said social media too; is that right?
A. Yeah. I would need to -- again, I don't remember the exact title of the policy.
Q. Okay. What do you recall about the policy terms that were violated for the policies you don't remember the name of the policies?
A. A lot of those were kind of covering what was in the confidentiality agreement. Basically, you posted confidential information online.
Q. So that would be, like, the Apple confidentiality policy too, maybe? Like, they kind of had a freestanding what is confidential?
A. Yeah. That's the first one I listed, yeah.
Q. Okay. And you said didn't cooperate with an investigation.
What policy is that?
A. You just said you're going to show them to me. Again, I could be speculating. I mean, maybe it's in the code of conduct.
Q. Oh, I'm sorry. I'm trying to figure out

Page 41

which ones to find for you to look at.
A. Code of conduct.
Q. Okay.
A. Business conduct and the confidentiality agreement.
Q. And there was a stand-alone social media policy. Were you thinking of that, or the subsection in the business conduct policy?
A. I was thinking of, yeah, additional -- those two or three additional policies, yeah.
Q. Yeah. So I have those in a folder I can grab too. There's a social media one and there's a talking to press one. I think you mentioned talking to press. I can get that one, and you can look at it and see if that helps your recollection.
A. Okay.
Q. Okay. Social media, press. And you said something about misleading investigations.
Do you remember what -- is that business conduct or a different policy?
A. Business conduct.
Q. Business conduct. And you said something about trade secrets.
So is that intellectual property agreement?
A. It's in there for sure. I believe it shows

Page 42

up in others as well.
Q. Okay. I'll try to -- I'll look for the main confidentiality one from 2021 as well. Thank you. So we can come back to those.
Okay. Mr. Bertolus, do you recall during the period of let's say January 2019 to September 2021 -- just give a shorter time period of your role in product integrity -- do you recall any employees that worked in your organization suing Apple, alleging retaliation or discrimination?
A. I don't recall.
Q. Do you recall any employees filing charges or complaints with government agencies about labor or employment complaints during the time that they worked at your organization?
A. I don't remember.
Q. During that time period, do you recall employees making complaints that triggered employee relations investigations into the employees' complaints when they worked in your organization?
A. Yes.
Q. Thank you.
Do you remember roughly how many?
A. I don't remember how many.
Q. How many specific examples can you recall by

Page 43

name?
A. I remember that you did, but I don't remember others from memory.
Q. Okay. Do you recall -- during the -- okay. Let's go to the time period of January 2021 and September 2021 in your role.
Do you recall roughly how many offices you had teams working in in Santa Clara County, with, like, dedicated labs or desks?
A. I don't remember exactly. I can try to list them in my head if it helps you, but I might forget some.
Q. Do you recall the building at 825 Stewart Drive?
A. I don't remember the exact address. But I remember a building on that street, yes.
Q. Was it called Stewart 1?
A. Maybe.
Q. What do you recall about that building?
MS. PERRY: Objection. Vague. Ambiguous. Overbroad.
MS. GJOVIK: He said he recalled a building on that street, and I asked him what he recalled about it.
MS. PERRY: Yes. That's vague. Ambiguous.

Page 44

And overbroad.
MS. GJOVIK: Okay.
BY MS. GJOVIK:
Q. You can answer.
A. That was a building occupied by PSQ.
Q. Okay. So I believe you are talking about 825 Stewart Drive.
If it helps to -- did you ever visit this building on Stewart Drive that you remember?
A. I did.
Q. So if I was to get a picture, maybe, of the front of it, would it maybe help you recall and confirm that's the building you're thinking of?
A. I mean, I remember a building next to the Lowe's and Planet Granite. I believe that's the building you're referring to.
Q. It is.
I'm referring to the one -- it's a -- was it a two-story? And you walk up, and there's a big glass front. And you walk in, and there's a very tall lobby and a stairway that goes back. And then there was another hardware team straight back. But if you took a right, then you had David Powers' and Dan West's team. And they moved in, I believe, around 2015, 2016.

Page 45

Does that sound right to you?
A. I don't remember the dates they moved in. I do remember your description of the building, yes.
Q. Okay. So we're probably talking about this Stewart 1 building, where my desk was assigned?
A. I don't know where your desk was. But I do remember that building, yes.
Q. Okay. Thank you.
Were you aware that that building was on a federal EPA Superfund site?
A. Yes.
Q. When did you become aware of that?
A. I became aware of that when you raised concerns about it.
Q. Okay. Interesting.
So just to confirm, you were not involved, then, with any of the renovations or preparing the building for product system quality to move in in 2015, where it required stuff related to the hazardous waste cleanup site; correct?
A. I don't remember, no.
Q. Okay. To your recollection, did you have any other teams working on buildings that were also on federal Superfund sites?
A. Yes.

Page 46

Q. Do you recall which buildings?
A. I don't remember if that was the number. But on Tantau, right across from Apple Park. I believe it was Tantau, but I could be wrong.
Q. Yes. That was -- and that was -- Intersil Siemens Superfund Site, is my understanding of what that one was.
A. I don't remember the specific technicality. I just remember at the time, it was --
Q. When you were -- sorry.
MS. PERRY: Hold on. Hold on. Let him finish his answers, please.
MS. GJOVIK: Yeah.
BY MS. GJOVIK:
Q. Go ahead.
A. I remember at the time where we moved to that building -- but I don't remember the dates -- that I had been told it was a Superfund site.
Q. So for that one, you were told when the team moved in; is that correct?
A. Yes.
Q. To your recollection, did any other close employees in your organization make complaints about working at hazardous waste cleanup sites?
A. I don't remember complaints. No, I don't remember complaints.

Page 47

Q. To your recollection, did you receive any questions about your teams working on hazardous waste cleanup sites?
A. I don't remember those specifics. I just remember it was a Superfund, because that's the first time I had ever heard the term. And I was seating myself in the building with no concerns whatever.
Q. Okay. Oh, so you do recall being in that building?
A. In Tantau, yes, I was there for -- I can't remember which period. It was while my office was there, yes.
Q. Oh, but not the Stewart Drive one?
A. No. No. No. Not the Stewart Drive. I'm talking about Tantau, which was the only one that I knew about that classification.
Q. Okay. Thank you.
And then do you have any recollection of an Apple building at 3250 Scott Boulevard in Santa Clara, known as Scott 1?
A. No, I don't remember that.
Q. To your recollection, during, let's say, the time period 20- -- January 2018 to September 2021, were any of your teams working on silicon bring-up

Page 48

activities?
A. I don't know about the exact dates you mentioned. But over the course of my career at Apple, some of the functions were silicon bring-up.
Q. Thank you.
As part of that, if there was bring-up validation occurring on site, would your employees sometimes go to the labs where that was occurring?
MS. PERRY: Objection. Vague and ambiguous. Lacks foundation.
BY MS. GJOVIK:
Q. Do you recall any examples where your team -- your employees or teams would visit labs in Santa Clara County where Apple was doing physical silicone bring-up validation activities?
A. I don't remember.
Q. Okay. What about prototyping of silicone? Same question.
A. Yeah, I don't remember either.
Q. Okay. Mr. Bertolus, are you aware of the US EPA enforcement action at the Scott 1 site?
A. No.
Q. Mr. Bertolus, are you aware of my complaints that I got very sick from what I thought was chemical exposure in 2020?

Page 49

A. Can you repeat the question?
Q. Are you aware that, in 2020, I complained I got very sick from what I thought was chemical exposure?
A. Yes, I do.
Q. Okay. Are you aware that in 2023, when I discovered the building at Scott 1, that I then asserted and sued Apple, alleging that they were the ones that made me sick from chemical exposure in 2020?
A. No.
Q. Are you aware that Apple was fined and had to enter a consent agreement with the federal EPA, due to hazardous waste violations at that facility, at Scott 1?
MS. PERRY: Objection, to the extent it lacks foundation.
MS. GJOVIK: I'm asking him now. But I can go get the consent agreement while I'm getting my policies too.
BY MS. GJOVIK:
Q. Are you aware generally? It was in the press.
A. No.
Q. Okay. Thank you.

Page 50

MS. GJOVIK: Okay. On that, it's okay if we take maybe ten minutes. I'll go look for those policies, and I'd like to get a little something to eat too.
Is ten minutes okay for everyone to take a break?
MS. PERRY: Yes. I think you also want to look for the misconduct policy.
MS. GJOVIK: Speaking objection. He didn't say that one.
MS. PERRY: There's no question pending on the record at all, so it's not a speaking objection.
I'm just informing you that if you're looking for policies --
MS. GJOVIK: Leading the witness.
If he didn't mention it, then why would I grab it?
MS. PERRY: You said you wanted to get the policies. I'm telling you what policies you may want to get if you want to -- it's up to you. You can pick whatever you want.
MS. GJOVIK: They're very good lawyers, Mr. Bertolus. They're paying them so much money, and they're so talented.
If he does not recall that policy and he

Page 51

then signs off on the other ones saying that other one wasn't involved but Apple's lawyers said that that was the one, that shows pretext.
So what she's doing is trying to lead you and me to feed you something that helps their stated justification.
So, Ms. Court Reporter, can we confirm that was still on the record, please, what she just did -- what she said?
THE STENOGRAPHER: We're on the record, yes.
MS. GJOVIK: Yes. Thank you.
But I will get it --
THE DEPONENT: I think I mentioned five policies total. I just didn't remember the name. Maybe the court reporter can bring that up. But I'm pretty sure I said five.
MS. GJOVIK: It will be on the record.
I'll get it. We can look at it. I just don't like it when they do that sneaky stuff. They earn their money, though.
Okay. So 10 minutes. We can come back at 2:10.
Sound good?
THE DEPONENT: Okay. Thank you.
MS. GJOVIK: Thanks.

Page 52

(Off the record from 2:00 p.m. to 2:14 p.m.)
MS. GJOVIK: Back on the record.
I added the additional exhibits into the Google Drive folder I shared earlier.
BY MS. GJOVIK:
Q. And actually, there was a -- you were already volunteering such information that led me to fail to show you a couple things to authenticate. So I'd like to actually go back to those really quickly too, if we may.
Can you see my screen?
A. No. I just see black here.
Q. Okay. Can you see my screen now?
A. No, it's still -- oh, yeah. Now we do.
Q. Okay. So first, just to validate the role you held, I had grabbed your LinkedIn prior. I just want to confirm that this looks accurate, that this looks like your LinkedIn profile. And it's two pages. I can scroll down.
A. Yeah, except I don't have my reading glasses. So hold on.
Q. I'm sorry.
Say it again.
A. I don't have my reading glasses, so -- and

Page 53

your screen is very small.
Q. Oh, let me make it bigger. And then once you read the top of the page, I can then scroll down to the bottom one. Sorry about that.
A. Okay. I'll let you know when you can start scrolling.
Q. Okay.
A. Okay. I'm going to do some math here.
So sorry. 15 years and 3 months, how did you get that? That's what period? 2006 to --
Q. I believe this was 2022.
A. Okay. But why did you stop it in '22?
Q. Oh, because I had grabbed this prior. And then I can't see your profile anymore. I think you might have blocked me on linked.
So just for the record, the date -- the duration, where it says "to present" and the 15 years, as you're saying, this is not current to today.
A. Yeah.
Q. So I'm not asking you to validate that timing.
I'm just asking you to validate that as of, I believe, 2022, 2023 -- or that at some point, this was an accurate representation of your work

Page 54

experience that you published on LinkedIn.
A. Okay. Go ahead and scroll.
So yeah, that's -- I think that's what's on LinkedIn, yeah.
Q. Okay. And then I also want to show you -- this was a letter I received from you via email on September 9.
I'd like you to look at it and tell me if you recall sending me this letter on September 9, 2021.
A. Can you zoom in, please?
Q. Yeah. I'm so sorry.
Is that big enough, or do you need bigger?
A. No. No. That's good. Thank you.
Q. Okay.
A. I can't confirm the employee ID. I can't confirm your address.
And you can scroll, please. Okay. You can scroll.
Yeah. I mean, I would need to compare word-for-word. But yeah, that looks like what I sent at the time.
Q. Okay. Thank you.
Did you write this letter?
A. No, I did not.

Page 55

Q. Do you know who Mr. Aleks Kagramanov is?
A. No, I don't.
Q. Okay. Do you recall who ended up contacting me to arrange me shipping my devices back to Apple?
A. No, I don't.
Q. It was your administrative assistant, Lisa.
Do you recall ever hearing complaints that -- or sorry. Let me back up.
Do you recall who gathered my possessions up at my desk in my office and mailed them back to me?
A. No, I don't.
Q. When an employee in your organization is terminated involuntarily, who would typically be leading the effort to gather their possessions and send them back to them?
A. It's -- it depends case-by-case.
Q. Do you recall ever hearing a complaint from me that my stuff arrived broken and covered in glass shards?
A. No.
Q. Okay. And then you didn't write this, so you can't confirm -- let me see if there's anything else I want to ask.
The letter says:
"Your access to Apple systems has

Page 56

been suspended as of today."
Did you order the suspension of Apple systems?
A. It's part of the process that was followed for your termination.
Q. Can you tell me more about what the process for these terminations entails?
A. That's a broad question.
Do you want something more specific?
Q. Yeah. Let's see.
You said that the suspension of systems is part of the process. And I had asked earlier if there was any kind of process, and I don't feel like I got an answer on that. So I'm trying to drill in a little bit of if there might be some process.
So to your recollection, if an employee is abruptly terminated, is there any kind of, like, checklist or process for at least offboarding them from systems to send their stuff back?
A. Well, I don't -- I don't recall exactly who does what. You would need to talk to the people who do those things, in terms of, you know, what exactly needs to be done in what order.
Q. Okay. Do you have any awareness of anyone trying to call my phone that day or within three days

Page 57

after the termination from Apple from a blocked number?
A. Sorry --
Q. Sorry. I'm going to withdraw that one. I'm not going to get a good answer on that anyway.
Okay. I want to get that email that you sent. And I apologize again. I'm new to these depositions. And it's much harder than EPM, where you can just ask people, like, "What's going on with your project?" I'm learning.
Okay. So you -- I received an email from you on September 9th. This was produced by Apple. They messed up the time codes. It says September 10th, but with a weird time zone.
Do you recall sending me an email on September 9th, 2021, that looked like this?
A. It says Friday --
Q. The time zones -- Apple's lawyers messed up the time zones when they produced this stuff.
A. So I don't remember the exact date. I mean, I'm confused. Because here, I see the 10th. You're telling me it's the 9th. I do remember sending you an email to notify you of your termination.
Q. Yeah, I'm sorry. They messed up those time zones, so it shifts the thing.

Page 58

But does this look like the email that you sent either on September 9th or September 10th?
A. Well, can you show me the whole email? I just see --
Q. That's the whole email. It just had that letter attached.
A. Okay. So sorry.
Your question is?
Q. Do you recall sending this email?
A. Yes, I do.
Q. Okay. Thank you.
Did you write this email?
A. I believe I got a draft. But I -- you know, of course, before I sent it, I made sure that I was agreeing with the content and it was what I would say.
Q. I can show you that draft if you give me a second, and then you can validate that.
This is a document produced to me by Apple through the litigation. This was an email from Megan Bowman to yourself. Sorry. Again, they messed up the times. So my understanding is this is September 9th. But September 9th or September 10th.
Do you remember this email exchange with Megan Bowman?

Page 59

A. I'm going to want to read it, please.
Q. Do you want it bigger?
A. Yeah, a little bit bigger won't hurt. Yeah. Thank you.
Okay. Do you mind scrolling, please? Okay. Can you scroll, please? Thank you. Can you scroll, please? Please scroll. That's a repeat what was earlier.
Okay.
Q. That's it.
Did you recall that email exchange?
A. Yes.
Q. And who is Megan Bowman?
A. Megan Bowman was in HR in hardware engineering.
Q. Okay. And did you have other conversations with Ms. Bowman about the investigation into me?
A. I'm surprised the lawyers are not jumping in. Because I assume that lawyers were present, and it was confidential.
Q. She's not a lawyer, though. Ms. Bowman is not a lawyer, I don't believe.
A. But there were probably lawyers.
I don't recall --
MS. PERRY: Hold on.

Page 60

Are you -- hold on one second. Because I need to determine if he has any nonprivileged information.
Can we take a brief moment off the record, so I can determine that?
MS. GJOVIK: She's -- is Ms. Bowman a lawyer?
MS. PERRY: It doesn't matter whether Ms. Bowman is a lawyer. If he had communications with Ms. Bowman with counsel, that is potentially privileged. So I want to ask him about what he's referring to --
MS. GJOVIK: Can he --
MS. PERRY: -- to determine whether there was -- this is a privileged conversation.
MS. GJOVIK: We agreed at the beginning he'd answer the questions. So mine was just a yes-or-no.
So we can do a yes-or-no, and then give you a couple minutes before I ask any follow-ups, if that's okay.
MS. PERRY: Are you able to answer this question without seeking legal advice from me?
THE DEPONENT: I'd rather get legal advice.
MS. PERRY: Okay. So we're going to go off the record a second, so I can -- so he can ask me

Page 61

what he wants to ask me.
MS. GJOVIK: Two minutes?
MS. PERRY: Sure.
MS. GJOVIK: Okay.
(Off the record from 2:29 p.m. to 2:32 p.m.)
MS. GJOVIK: Back on the record.
BY MS. GJOVIK:
Q. Did you have any other conversations with Ms. Bowman about the investigation into me, other than the email I showed you?
A. Yes. I had many conversations with Megan that day, many of them with legal present. That's why I was a little confused here.
Yes, I -- I discussed the -- I discussed this beforehand. Yes.
Q. Okay. Is there anything about this conversation that you can share that's not privileged?
MS. PERRY: Sorry. I want to instruct you here only to disclose in response to that question any conversations that you had with Megan where lawyers were not present.
THE DEPONENT: I believe at the time that the -- basically, Megan briefed me on the fact that

Page 62

you failed to participate in -- in the investigation after, and that basically she was going to send me that email that she presented to me.
BY MS. GJOVIK:
Q. Okay. And you mentioned something else about -- it sounds like the -- there's a few investigations going on. There's the investigation -- at least two into me.
Can you specify -- it sounds like you're talking about one of the investigations into me. Can you specify the scope of that one?
A. I'm not sure what you're referring to. The discussions I had that day were about the fact that you leaked the information on Twitter and failed to participate in the investigation.
Q. Yeah, the failed to participate in the investigation. And you had mentioned some stuff earlier, providing misleading information and some other stuff. So there were also investigations into my concerns that employee relations was doing.
Were you referring to those investigations, or just the investigation into me that you mentioned about leaking on Twitter?
A. The -- do you mind breaking down -- sorry. It just -- like, it felt like I get a few questions.

Page 63

Do you mind breaking down the question?
Q. Yeah. And I apologize. Because I'm also trying to sort out all of the things that were happening, and Apple's not being super transparent about it. So -- actually, if we might just take a step back, then. Let's start at the early part.
Mr. Bertolus, do you remember the earliest you became aware that I was raising complaints and concerns about Apple and work conditions at Apple in 2021?
A. I don't remember the specific day. But I believe it was many months. And you said 2021. I don't remember the specific date. But it was many months before you leaked the product information on Twitter.
Q. Do you recall anything about those complaints I was making?
A. What I do remember -- and you brought it up earlier -- were your concerns about the site. And after that, there were, I think, concerns you raised about David Powers and Dan West.
Q. Anything more specific than just worried?
A. No. Because as a general rule, I don't want to get involved. I want to let HR do their work, to avoid any conflict of interest.

Page 64

Q. Do you recall who was leading those investigations into my complaints?
A. I don't.
Q. Do you recall any kind of outcome of those investigations?
MS. PERRY: And I'm just going to instruct you here to the extent that you were updated on the outcome that would have been -- to the extent that you were updated on the outcome in a privileged context, I don't want you to disclose.
MS. GJOVIK: Speaking objection. He has not said whether or not he was updated on any outcome. You just fed that to him. I object to that.
MS. PERRY: You just asked the question. That was the question you asked.
MS. GJOVIK: I said what does he -- does he recall anything, and you said "to the extent you were updated," Ms. Perry.
MS. PERRY: No, that's not -- no --
MS. GJOVIK: Anyway, we can sort that out later.
BY MS. GJOVIK:
Q. Mr. Bertolus would you please answer?
MS. PERRY: So again --
Madam Court Reporter, would you please read

Page 65

the question back?
(Record read back as follows:
"Q. Do you recall any kind of
outcome of those investigations?")
MS. PERRY: Okay. So to the extent that you were -- that any outcomes of the investigations were conveyed to you in a privileged setting, I want you to be careful not to disclose that.
BY MS. GJOVIK:
Q. Can you answer, please?
A. I'm going to follow the advice of -- of legal here.
Q. Okay. So I think why she just did that is that you indicated you tried to separate from -- you don't want to be involved. But we had an employee relations investigator be deposed who said that he was giving you updates. So I think that's why they -- that would be my guess. And that's just me -- commentary. That's not a question for you. But I understand you're passing on that one.
Okay. So do you recall around the time when you were made aware there was an investigation into me?
A. Sorry. Repeat the question. Sorry.
Q. Yeah. Do you remember the time -- like,

Page 66

month, at least -- of when you were made aware there was an Apple investigation into me, into my conduct?
A. Yeah. As I answered, I think a few -- a minute or so ago, I -- it was many months. I don't remember exactly the date.
Q. September or August or earlier?
No recollection?
A. I thought it was many months, not just a month or two.
You're referring to which investigation?
Q. The investigation into my conduct. So me being bad. Apple saying, "Ashley's being bad. We're looking into it."
Do you remember the temporal --
A. Well, yeah --
MS. PERRY: Objection, to the extent it lacks foundation.
Go ahead.
THE DEPONENT: Yeah, I think you're putting words in my mouth here, or you're putting words in Apple's mouth.
All I -- what I referred to earlier where I was made aware that you had concerns about the building and after -- and I don't know exactly when it was. Earlier in 2021. And that you raised some

Page 67

concerns about David Powers and Dan West, and that those were being looked into.
BY MS. GJOVIK:
Q. Thank you. Sorry.
I was trying to clarify that I wasn't asking about that part. I was asking about the investigation into me, like, leaking or whatever the -- my misconduct with the investigations.
I'm asking when you became aware that Apple was investigating me.
A. Oh, that was not months before. That was days before --
Q. Yeah, that's --
A. Yeah.
MS. PERRY: Hold on. Please let him finish his answers before you interrupt him.
BY MS. GJOVIK:
Q. Sorry.
Go ahead.
A. Yeah. So that's was days, not months.
Q. Do you remember roughly how many days?
A. We're talking a week, two weeks. I don't know.
Q. Okay. It was a long time ago.
Is there anything you can share about that

Page 68

investigation that's not privileged?
A. I saw that you leaked information, and I also saw -- and that's the misleading that I referred to earlier -- a redacted text exchange with Dan West. And then I was also notified at the time that you did not participate in the investigation.
Q. Okay. Thank you.
So I still haven't got an answer of what this redacted text exchange is. So you've actually given me the most information of anyone on that.
Can you tell me anything else you remember about what that text exchange was or what was redacted or why that was -- sorry. That was a bunch of -- I got really excited I might get an answer. I'd like to ask you about that redacted text message exchange you mentioned.
Do you recall any content from that message you said you reviewed?
A. I don't remember specifics. But I remember that it was really misleading and that it felt taken totally out of context and that when you saw the whole exchange of texts, it was painting a different picture than what you tried to paint.
Q. Okay. And when you say "redacted," do you mean, like, black boxes over text?

Page 69

A. No.
Q. What did you mean when you said "redacted"?
A. I mean what you presented to the investigator versus the full text exchange.
Q. So if I had presented, like, a screenshot but not the full exchange -- or sorry.
Can you clarify what you meant by what I presented versus the full exchange?
A. I don't remember the -- all those details.
Q. Okay. But it wasn't, like, black boxes intentionally covering up text, to your recollection; is that correct?
A. That's not the way I remember it, no.
Q. That helps. Because I didn't remember that either. Thank you.
Okay. So -- and it was a text message with Mr. West, you said.
Do you remember the time frame of when that text message was?
A. No, I don't.
Q. Okay. And is it your understanding that that issues was the misrepresentation allegation against me?
A. That was an example of you misleading the investigators and a violation of the business

Page 70

conduct.
Q. Okay. Can you -- can you list the other things I did wrong too again, please, again?
A. You mean what warranted your termination?
Q. Yes, please.
A. You disclosed product-related information and -- and trade secrets on Twitter, which was a violation of your confidentiality and intellectual property agreement. And then you failed to cooperate with the investigation. And then there was the -- what we just discussed with the misleading of the ER investigations that looked into your complaints.
Q. Okay. And of course, for the record, I disagree with all this. But I'm not going to fight you about it. That's not what this deposition is.
But when you said failed to cooperate in the investigation, do you recall the details of what that failure to cooperate was?
A. You refused to -- I mean -- yes. You refused to, I believe, answer the phone or the emails or the way they were trying to reach out to you to ask you more questions about your leaking information on Twitter.
Q. Do you recall seeing whatever exchange that was yourself?

Page 71

A. No.
Q. Okay. Do you recall how it was described to you?
MS. PERRY: Okay. I'm going to -- if the question is do you recall, you can answer that question. So let's take this question by question. Because I'm going to instruct you, to the extent these questions ask for privileged information.
MS. GJOVIK: Okay.
THE DEPONENT: So can you repeat the last question, then?
BY MS. GJOVIK:
Q. Do you recall how that allegation -- the facts underlying the allegation of refusal to cooperate were presented to you?
A. No.
Q. We just reviewed that email you had with Ms. Bowman, and she said something about refusal to cooperate.
Do you remember getting any additional details beyond what she said in her own email?
A. No.
Q. Okay. And then the -- the leaking -- it sounds like you reviewed the post at issue.
Can you confirm: Did you review any of the

Page 72

posts that Apple was stating was leaking?
A. I remember quite vividly seeing a picture in black and white, which I believe was a screenshot of an internal tool as part of a user study. That was a violation of your confidentiality agreement, as well as the user study agreement that you had participated in.
Q. Did you see the Twitter post or just the image? Do you recall?
A. I recall seeing the image.
Q. Okay. So you wouldn't have seen them on Twitter yourself, then; someone at Apple showed them to you; is that correct?
A. Yes.
Q. Okay. Do you recall what the content of the image -- or how many images were you shown that you reviewed?
MS. PERRY: So again, I'm going to instruct you not to answer, to the extent that this is getting into what specifically an attorney investigation showed you.
To the extent that you want to ask him questions about what he was aware of, you can do that. But you need to separate that from what investigators showed him or what specifically

Page 73

happened in the investigation.
MS. GJOVIK: We'll bring that to the magistrate. This is Apple's supposed justification for terminating me. You cannot claim a sword and shield on this. But understood. I'll withdraw that last question.
BY MS. GJOVIK:
Q. And I'm going to ask you: Do you recall the content of the photos that you reviewed?
A. I think I answered that just a minute ago. I remember vividly seeing one photo, black and white, which was a screenshot, I believe, of an internal tool. And by posting that, you violated your confidentiality agreement.
Q. Thank you.
I meant, like, what was in the image itself?
A. A room, you.
Q. A photo of me; is that right?
A. Not just you. I mean, you were there, I believe, and then the -- black and white and the room in the background.
Q. Do you know what room?
A. No.
Q. Are you familiar with the Gobbler/Glimmer application that Apple uses?

Page 74

A. Peripherally.
Q. Are you aware that it uses a kind of, like, automated mechanism to capture -- the DRA called it sequences -- so it's, like, photos that you can click on as a video. They call them sequences -- or videos of whatever's in front of the phone's camera whenever it thinks it sees a face?
A. No, I'm not aware of that.
Q. And actually, he clarified it's not even the app that does it; it was some kind of background process. He wasn't even aware of who owned it. The app let's you view the photos it's taking.
And are you aware that not only is it taking the sequences and the photos, but it was gathering biometrics of anything it thought if it was a face in front of it?
MS. PERRY: I'm going to object, to the extent that this commentary lacks foundation.
MS. GJOVIK: I just want him to say no a bunch for the record.
MS. PERRY: I understand what you want. But I'm still making objections, which are that this commentary lacks foundation.
MS. GJOVIK: Okay. I'd like him to answer this one. But I won't drag this out forever.

Page 75

BY MS. GJOVIK:
Q. Can you answer that question, please?
A. In the question, you keep referring to "he." I don't know who "he" is.
Q. Oh, the "he" was Thomas -- or Robert McKeon, who was the DRI of the Gobbler/Glimmer app. I deposed him a couple weeks ago.
But I'm asking you if you're aware that that Gobbler/Glimmer app and the background process behind it was capturing biometrics also in front of the cameras whenever it thought it saw a face?
MS. PERRY: I'm going to object, to the extent it lacks foundation.
MS. GJOVIK: That's fine.
THE DEPONENT: No, I'm not aware.
BY MS. GJOVIK:
Q. Okay. And are you aware -- this will be my last one. I'm sure she'll object too.
But are you aware that this Gobbler/Glimmer app and whatever background process, it was on employee devices and it was operating in the background without notification, gathering all this information 24/7 when it was active on these devices?
MS. PERRY: I'm going to object, to the extent it lacks foundation.

Page 76

MS. GJOVIK: Okay.
THE DEPONENT: No, I'm not aware.
BY MS. GJOVIK:
Q. Sorry. Just one more. I can't help myself.
Are you aware that this app also was gathering these sequences and biometrics whenever it saw someone in front of the device, including gathering naked photos of people that it was putting on the device?
MS. PERRY: Objection. It lacks foundation.
MS. GJOVIK: Yeah.
BY MS. GJOVIK:
Q. You can answer.
A. No, I'm not aware.
Q. Thank you.
Okay. And you said you had not reviewed any of the actual Twitter posts.
Did you mention any -- do you recollect any allegations you had reviewed as part of this termination process regarding talking to the press?
MS. PERRY: Objection --
BY MS. GJOVIK:
Q. Me talking to the press?
MS. PERRY: Objection, to the extent it misstates testimony.

Page 77

BY MS. GJOVIK:
Q. Sorry.
Mr. Bertolus, as part of this investigation into me and the decision to terminate my employment, was any of my interviews with the press considered as part of that investigation?
MS. PERRY: Again, I'm going to instruct you not to answer with respect to the investigation.
BY MS. GJOVIK:
Q. Mr. Bertolus, earlier in this deposition, you said something about at least knowledge that I was giving interviews with the press.
Did you review any of the articles where I was quoted or interviewed by the press, from, let's say, July 2021 through September 9, 2021?
MS. PERRY: Can you repeat the question, please?
MS. GJOVIK: Yeah.
BY MS. GJOVIK:
Q. Just -- Mr. Bertolus, do you recall reading, reviewing, seeing any of the articles where I was interviewed about my complaints against Apple between July of 2021 and September 9, 2021, prior to terminating me?
MS. PERRY: Okay. And again, I'm going to

Page 78

instruct you, to the extent that this calls for the disclosure of confidential attorney-client privileged communications, that you not disclose those.
THE DEPONENT: What I remember, as I told you earlier, is I saw the picture of that tool. That was a direct violation of your confidentiality and intellectual property agreement. I did mention earlier a Verge article. I don't remember reading it in detail.
And then failure to communicate and misleading the investigators. Those were all violation of Apple policy and grounds for termination.
BY MS. GJOVIK:
Q. Okay. Thank you.
And just to clarify, though, the last one, the misleading, was that part of the investigation into me or an investigation into my complaints?
MS. PERRY: Objection, to the extent it lacks foundation.
MS. GJOVIK: Okay. Let me rephrase.
BY MS. GJOVIK:
Q. For the third one, me misleading with the Dan West text messages, do you recall if that was related to the investigation into me for leaking?

Page 79

A. It was part of the reasons for your termination.
Q. Okay. Do you recall any of the factual details underlying why I was sharing that text message about Dan with Apple?
MS. PERRY: I'm going to instruct you here that this calls for attorney-client privileged information, with respect to the investigation.
MS. GJOVIK: Okay.
BY MS. GJOVIK:
Q. Mr. Bertolus, would you like to review those policies I gathered for us? We can do that now.
A. Yeah.
Q. Yeah. Cool.
Okay. Would you like to maybe start with the intellectual property agreement I signed?
A. Okay.
Q. Okay. Can you see that okay?
A. Yes.
Q. Are you familiar with these enough to know what's contained, or would you like to review it and confirm the content of the one I signed?
A. I'd like to review it, please.
Can you zoom in a tiny bit?
Q. Yeah. Okay. And then just let me know when

Page 80

you want me to scroll down, please.
A. Okay. Thank you.
Okay.
Q. Are you ready now?
A. Oh, yeah. Can you scroll to the first one?
Q. Yeah.
A. Okay. So this, for instance, is clearly something you violated. When it says "proprietary information," it means all information not generally known outside of Apple or kept confidential to Apple, including trade secrets, specification, prototype, software. So that was something that that you clearly violated.
Q. Okay. I'm sorry. I was just going to have you read it all. But if you want to go through and then find the terms that you think are relevant, we can do it that way.
Would you prefer to do it how you were doing it naturally?
A. Yeah. It might being easier, I think, to do it this way, unless you'd rather not.
Q. No, I'd prefer you just to answer what's more naturally for you. So we can do that.
So you were just -- can you explain what you were just identifying for me?

Page 81

A. Yes. Where it says "proprietary information" means all information not generally known outside of Apple and are kept confidential by Apple, including, for example, but not limited to trade secrets -- which is what an internal tool would be specifications, software, or any other materials or information relating to past, existing, and future products that's something you violated with posting that picture.

Q. And can you clarify, are you saying all the things you just said were violated, or if that was more of a broad term, can you narrow in on which specific things you think were violations?

A. I can. I mean, proprietary information, I think, includes it.

Q. And can you explain -- sorry. This is -- you know, law is much more ritualistic than engineering. So I'm just going to ask you to have to do some stuff for the sake of the analysis.

Can you explain to me why you think the leaking -- my leaking was proprietary, how it falls under proprietary?

A. It was an internal tool, and that tool was disclosing features of a product, potentially.

Q. And if -- so if we do it this way, I might

Page 82

have a couple follow-up questions. But we can just keep going back to this, if that's okay.

Do you know what product it could potentially disclose information about?

A. You brought up earlier, I think, that you spoke to Robert.

Q. Mr. McKeon?

A. Yeah. He made it clear that what you disclosed was product-related information.

Q. I'm sorry, Mr. Bertolus.

How do you know that?

A. I know that because I spoke to Robert.

Q. When did you speak to Mr. McKeon?

A. I spoke to him today.

Q. Interesting.

Can you share what else you talked to him about?

A. That's it.

Q. And how long did you talk to Mr. McKeon today?

A. For a few minutes.

Q. Did you talk to Mr. McKeon prior to this deposition, or while we were at break?

A. Prior to this deposition.

Q. Okay. And what was the purpose of talking

Page 83

to Mr. McKeon this morning?

A. Confirming that what you leaked was proprietary.

Q. Whose idea was it for you to talk to Mr. McKeon?

MS. PERRY: I'm going to instruct you not to answer any questions about this further.

BY MS. GJOVIK:

Q. Mr. Bertolus, did you speak with any other nonlawyers today about me, prior to this deposition?

A. Yes.

Q. Who did you speak to, Mr. Bertolus?

A. Somebody in global security.

Q. Do you remember their name?

A. Sophi.

Q. Sophi Jacobs?

A. Yes.

Q. Can you share what you talked to her about?

A. We spoke about the fact that when you leaked the information, you leaked it intentionally, that you had not had the authorization to -- to leak it, and that -- I believe that was it. That it was confidential.

Q. Okay. And can you clarify, when you say "information," specifically what information were you

Page 84

talking about?

A. What you leaked on Twitter.

Q. You're talking about the photos again? Just the photo that you mentioned earlier?

A. Yes.

Q. And before, you said one.

Can you clarify how many photos you discussed?

A. We discussed the photo I was telling you about that I remembered seeing.

Q. So one photo; is that correct?

A. Yes.

Q. And when we take our next break, I might go find these Twitter posts, and we can look at them. There were several photos that were just, like, the pictures of me. And I believe there was one screenshot from inside the application that showed multiple photos.

Is that your recollection, it looked like there -- actually, I'll go find them and we can look at them later. Because I don't want you to speculate. Sorry. I'll withdraw that for now.

Thank you for sharing that. We can go back to this now, if you'd like to keep reading this and see if you can find more violations that I did.

Page 85

A. Well, the treatment of proprietary information, you violated.

Q. Oh, and we -- sorry. I was going to have you define "proprietary information." And I think that's where -- we'll have to go back. I think that's where we went on that tangent.

In your -- in your view, your personal view -- because you said you had reviewed this and made the determination yourself; is that correct?

A. Yeah.

Q. Yeah.

Why was the information that you reviewed I shared, that -- that photo you said you saw, that screenshot proprietary?

MS. PERRY: Objection. Asked and answered.

MS. GJOVIK: He said because McKeon said this morning.

Is that the answer we're sticking with?

MS. PERRY: No, that's not what he said. You're misstating his testimony.

BY MS. GJOVIK:

Q. Okay. If we don't -- if you don't want to clarify further what "proprietary" means, we can skip that.

If you can go to the next, please.

Page 86

A. Well, I think "proprietary" is very clearly stated here. It means all information not ordinarily known outside of Apple and/or kept confidential by Apple, like that tool.

Q. So would you say the tool, just because it wasn't known outside Apple, and/or because Apple would claim it's confidential?

A. No. Because the tool was an internal tool, which is considered a trade secret. In addition to the fact that, based on that photo, one could -- could speculate on what the features could be of a future product.

Q. Okay. And then you say "trade secret."

Can you clarify -- and we don't have lawyers objecting. And I'm assuming you may be using more of a colloquial use of "trade secret" than the actual, like, legal analysis and statutes of how you'd substantiate trade secret claims.

Can you clarify what you mean by an internal tool being a trade secret?

MS. PERRY: Objection, to the extent it calls for a legal conclusion.

MS. GJOVIK: Yeah, I don't -- I don't want a legal conclusion from him. I want him to explain what he's trying to assert with this statement.

Page 87

THE DEPONENT: Yeah. So -- yeah, you're right. I am not a lawyer.

What I mean by "trade secret" in this case is something that we would not necessarily patent but that is part of our secret recipe of how we do work at Apple -- or I should say how I used to do work at Apple.

BY MS. GJOVIK:

Q. I know. I still say -- even I still sometimes say, like, "I'm with Apple." It's hard to let go when you've been there a while.

Thank you. Okay. So -- so secret sauce.

Is there anything else that you might -- instead of maybe using the word -- you can use "trade secret" if you want to use it. But is there any other terminology you might use to just clarify why you think this would be distinguished from sharing other internal things?

MS. PERRY: Objection. Vague. Ambiguous. Overbroad.

MS. GJOVIK: I can't hear you.

Can you speak up?

MS. PERRY: Objection. Vague. Ambiguous. Overbroad.

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Page 88

BY MS. GJOVIK:

Q. Okay. Mr. Bertolus, there's a -- there's a lot of stuff that happens internal Apple that isn't necessarily considered proprietary.

Can you explain why you feel the information that I supposedly leaked counts as proprietary and your use of trade secret?

A. Yeah. I feel I'm going to be repeating myself. You leaked an internal tool, and in addition, that people could speculate on what features are going to be based on that.

Q. Okay. And did you make any determinations that people could speculate for future products based on what information was shared?

A. Can you repeat the question? I feel I've answered it already.

Q. Sir, I know. I'm asking it a couple different ways to get to some very, like, specific things. I'm sorry.

You said that you reviewed the information and made the determination and that the information was proprietary, and proprietary meaning someone could speculate about potential future product. That's just my commentary.

My question for you is: As part of your

Page 89

analysis and determination in firing me for this leaking, did you determine that someone could make a determination about a future Apple product based on the information I shared?

MS. PERRY: I'm going to instruct you, to the extent that this is asking for privileged information. If you have nonprivileged information that you can share on this, you can go ahead and testify, if you understand the question.

MS. GJOVIK: And I'm specifically asking him for his own decision-making, since he said he made the decision. I don't want privileged.

THE DEPONENT: My decision-making was based on the fact that you posted a picture of an internal tool that is confidential and non-public information, which I see listed clearly as a violation of this document. And -- and I don't think it's far-fetched to think that the fact that people saw or could image what the tool would do that they could conclude what could be a new product that is yet to be released.

BY MS. GJOVIK:

Q. Okay. I'll be satisfied with that for now. Thank you, Mr. Bertolus.

Would you like to keep reading and look for more violations now?

Page 90

A. Yes, please.

Q. Okay.

A. So we discussed that you violated the treatment of proprietary information.

Can you keep scrolling, please? You can keep scrolling. You can keep scrolling. You can keep scrolling, please. You can keep scrolling, please. You can keep scrolling.

And then obviously, it states very clearly that:

"If you breach any part of this agreement, employer is entitled to take any action to the extent permissible under applicable laws under this agreement, including, but not limited to, terminating employees."

Q. Do you want to keep going?

A. Yeah.

Okay. You can keep scrolling.

Q. And, Mr. Bertolus, it says "no implied employment rights."

Is that maybe part of the authorization for that at-fault immediate termination, or --

MS. PERRY: Objection. Vague and ambiguous.

MS. GJOVIK: Okay.

Page 91

BY MS. GJOVIK:

Q. Mr. Bertolus, do you agree with the "no implied employment rights" section of this agreement?

A. Well, if I read it correctly, I understand that there is employment at will. But I'm not sure that it's employment at will in this case. I mean, there was -- again, it was more in relation to your violation, by posting that picture and the other things we've discussed earlier that were egregious violations.

Q. Okay. So generally, like, "at will" means that Apple can just fire me whenever they want?

So that term says:

"Apple's right to terminate your employment at will at any time for any reason, with or without cause or prior notice."

So I think that supports what you're saying, rather than conflicts with it.

So I'll just ask again: Do you agree with that term, in relation to the termination of my employment?

MS. PERRY: Objection. Vague and ambiguous. Also to the extent it calls for a legal conclusion.

MS. GJOVIK: I'll withdraw and rephrase.

Page 92

BY MS. GJOVIK:

Q. Mr. Bertolus, during your time as an executive at Apple, including the 2021 time period we've discussed, do you agree Apple has the right to terminate employment of its employees at will at any time, for any reason, with or without cause or prior notice?

A. That's my understanding, yes.

Q. Okay. Thank you.

And then general provisions.

A. Okay. Okay. And then clearly, you acknowledged that you read and agreed with all this.

Q. Yeah, I signed that. My signature is only redacted because this was shared for another purpose that was public, and I don't want my signature public. But I signed it.

A. Okay.

Q. So anything else you want to add?

A. No.

Q. Okay. So the things that you pointed out as we were walking through this, those were the terms in this agreement you believe were violated that justified my termination; is that correct?

A. Yes, that's correct.

Q. Okay. And then we can look at -- well,

Page 93

let's look at -- you mentioned a social media and online communications policy. I have a copy of that we can look at.

Does this look familiar, like Apple's policy on this topic?

A. Can you --

Q. You want it bigger?

A. Yes, please. Sorry.

Q. I'm so sorry. I keep forgetting.

Okay. Go ahead.

A. Can you please scroll?

Okay. So here, again, it explains you shouldn't be posting on social media any intellectual property or proprietary information. So you violated that.

Q. Okay. Can you be more specific of what was posted that violated it?

A. That picture that we've discussed multiple time today already.

Q. I know. I'm sorry. I just need for the record the full --

A. Okay.

Q. Being a lawyer is really tedious. I'm sorry.

Okay. Go ahead.

Page 94

A. You want to keep scrolling?

Yeah. So it also refers to the IPA and the business conduct. I guess we'll get there next.

Q. Yeah.

A. Keep scrolling, please.

Okay.

Q. So the terms you pointed out when we were speaking, those were the terms you believe were -- I violated that justified my termination; is that correct?

A. Sorry. Repeat the question.

Q. The terms that you pointed out as we scrolled through this, those were the terms in this specific policy you believe I violated that justified my termination; is that correct?

A. That's correct.

Q. Thank you.

And now you'd like to look at the business conduct policy?

A. Okay.

Q. Okay. So I have -- this is the October 2020 version. It's my understanding this was the current version when these events occurred in 2021.

And I have a lot of stuff I still want to ask you on limited time. So I'd prefer if we don't

Page 95

have to go through the whole section. If possible, if you can identify which subsections you'd like to review, I would appreciate that.

A. Yeah, I don't know exactly where it would be.

Q. Oh, do you want -- I'm sorry. I should make it bigger.

A. Yeah.

How many pages is the whole thing? I don't mind scrolling through it quickly to --

Q. Yeah.

A. But --

Q. Yeah, we can go through it. And if you maybe see a header and you're like, that's not applicable, we can just skip it. I don't need you to authenticate the document. If we're just looking for stuff, we can for sure do it that way.

So that sounds good?

A. Okay.

Q. Okay.

A. Okay. Well, confidentiality is there.

You can scroll. You can keep going.

I'm sorry. Is this frozen? Are you scrolling?

Q. Oh, I'm at the bottom of the first page.

Page 96

A. Yeah, I'm done with that page.

Q. Okay.

A. Okay. So this is one:

"You're also required to fully cooperate in any Apple investigation and keep any information shared with you confidential to safeguard the integrity of the investigation."

So that's something you --

Q. Okay. And I'm sorry. If this was an engineering project, I know this would probably annoy you, so I'm so sorry. I remember working for you. But I'm going to have to drill in on this again and ask you to specify which investigation.

So we had the misleading them investigation and then that failure to cooperate.

A. Yeah.

Q. Can you provide additional detail of which one it applies to or both and why?

MS. PERRY: Objection. Compound.

MS. GJOVIK: Sorry. Withdrawn.

BY MS. GJOVIK:

Q. Can you please elaborate your response to specify the specific allegations of misconduct against me and how this policy applies?

Page 97

MS. PERRY: Objection. Vague and ambiguous. Overbroad.
BY MS. GJOVIK:
Q. Mr. Bertolus, you just said that the line you just read is a policy violation that justified my termination related to investigations. You also said that there were two separate violations related to investigation, one about misleading or misrepresenting and one about failure to cooperate.
Can you please elaborate which violation you're talking about with that term you just read?
A. Well, the sentence here would cover both.
Q. And why?
A. Because you did not fully cooperate in the investigation, one, by refusing to answer on the leaks; two, by misleading and not providing full context in that text exchange.
Q. Okay. And I know -- I'm sorry -- this is really annoying.
Okay. So for the first one, for failure to cooperate, can you be more specific? You said refusal to answer. But no one called me that I'm aware of I didn't answer.
So can you specify what the more specific violation is you're referring to?

Page 98

A. Well, you're making statements I can't verify. So it's -- I'm a little confused.
Q. Okay. Well, let me rephrase. Sorry. I'm dealing with very ambiguous information from Apple. So I'm trying to -- trying to frame it right.
The failure to cooperate violation, because that was part of my termination reason, can you provide more details of what your understanding is of how I failed to cooperate?
A. So you posted that -- you leaked on Twitter. And when global security tried to reach out to you, you did not participate in that. That's one. And you also did not fully cooperate in the investigation on your workplace concerns by misguiding the investigator by not showing fully a text exchange.
Q. Thank you.
For the first one, can you provide more details on what exactly my misconduct was that was seen as refusal to cooperate?
MS. PERRY: Objection. Asked and answered.
BY MS. GJOVIK:
Q. Mr. Bertolus, are there any factual details you can provide that underline the allegation that I refused to participate in an investigation with global security on September 9th?

Page 99

A. I think that would be better answered by global security.
Q. Agreed.
But if you made the determination to fire me and said you made that independently yourself and reviewed the information yourself, I would assume that you would have more details than just a blanket assertion.
So I would like to know if you have more details.
A. The leak on Twitter of that internal tool was so egregious that that in itself warranted termination. The fact that you did not cooperate was an addition to that, but not the main reason. The main was your leak.
Q. Thank you.
I'm still trying to hone in on the failure to cooperate, what that actually means, though. So I'm not asking you these questions -- these retaliation lawsuits, Apple says one thing, and then I have to say, like, that's not what they mean, or this is what really happened.
So if they just say something vague, it's hard for me to come up with facts to show what really happened. So I'm just trying to figure out what the

Page 100

actual facts are and the different stories from different people, which is why I'm probably annoying you a lot right now asking this a million times. And I'm so sorry.
But if you -- I'm going to ask again: Do you know any information about what that allegation of refusal to cooperate was with global security on September 9th, other than what you've told me so far?
A. Sorry.
Can you repeat the question again?
Q. Yeah.
Do you have any other information that you recall about the factual details about why I was refusing to cooperate -- why Apple said I was refusing to cooperate when global security contacted me on September 9th, other than what you've shared already?
A. No.
Q. Okay. So then we don't have to keep asking that a million times. I'm sorry.
Okay. So then when you said you determined that it was justified that I should be terminated based on this policy violation we're just reading a million times -- I'm sorry -- and you stated this example of refusal to cooperate, can you explain your

Page 101

determination of why that refusal to cooperate would violate this policy without any factual details of what occurred?

MS. PERRY: Objection. Vague and ambiguous. Misstates testimony. Lacks foundation.

MS. GJOVIK: Let me ask again a different way.

BY MS. GJOVIK:

Q. Mr. Bertolus, is it correct that you just said that you believe I violated this policy term that we just read and we've been discussing when I refused to cooperate when global security contacted me on September 9th, 2021?

A. I mean, you could ask the court reporter. But I think I said that this was an example that covers both things.

Q. I think you -- I'm just trying to avoid objections.

So because you said that, can you provide any factual details of why you believe this policy term and the violation applies to the facts underlying what occurred on September 9th?

MS. PERRY: Objection. Vague. Ambiguous. Overbroad.

MS. GJOVIK: I'm going to keep that one.

Page 102

I'd like him to answer.

THE DEPONENT: So I think you showed me the email that the HR sent to me; right?

BY MS. GJOVIK:

Q. Yes, Megan Bowman's email.

A. I think it stated on there, which is the information I'm getting, that you did not cooperate with global security. And when I read this again today, it says clearly:

"You are also required to fully cooperate in any Apple investigation."

So that looks pretty clear to me.

Q. I'm sorry.

What I'm trying to get you to confirm is that you made the decision to terminate my employment based on that allegation, just based on what was told to you, but not knowing what the factual basis was underlying the allegation.

MS. PERRY: So I'm going to instruct you not to answer, to the extent that this starts to get into what was communicated to you by counsel.

MS. GJOVIK: I think -- I think I have enough now for that. I don't want to keep annoying him.

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Page 103

BY MS. GJOVIK:

Q. I'm sorry, Mr. Bertolus.

Would you like to continue reading this policy?

A. Yes, please.

Q. Okay. Please let me know more stuff I did wrong.

A. Okay. You can keep going. You can keep going.

Q. And we've already used up, like, 20 minutes on this. So if possible, if we can skip over stuff you don't think is going to be applicable, I'd appreciate it.

A. I mean, you asked me to review this. So --

Q. I know.

A. Keep scrolling, please. You can keep scrolling. Thank you. Okay. You can keep scrolling.

Okay. So this is yet another example when you leaked the information:

"Assets include Apple's proprietary information, such as intellectual property," et cetera.

So:

"Watch what you say. Never

Page 104

disclose confidential trade secrets or other business information without verifying with your manager whether such disclosure is appropriate."

And then you had no authorization to disclose what you did on Twitter. It should be shared on a need-to-know basis. Obviously Twitter, no need to know.

You can keep scrolling to the nondisclosure.

So there again:

"Never share confidential information about Apple's products or services without your manager's approval," which you did.

You can keep scrolling, please. You can keep scrolling. You can --

Q. And I'm actually -- unless you insist, I'm going to be the one to say I think I have enough from this now that you've identified some stuff, because I've struggled to get Apple to identify anything.

So unless you want to go -- insist on going though the whole thing, I would ask if we could do -- maybe do a follow-up response from you, if you'd like to add additional.

I'd like to go to that misconduct and

Page 105

discipline policy that Ms. Perry asked us to review next, if that's okay?
A. Is there anything -- can you at least scroll, so that we can see if there is --
Q. I'd be super happy to, like, send these policies and have you guys review. And if you can send me, like, a written --
MS. PERRY: No, we're not doing that. Discovery is --
MS. GJOVIK: Okay.
THE DEPONENT: No, we're not doing that.
MS. GJOVIK: Okay.
MS. PERRY: If you want him to answer questions about this, you're going to need to show it to him and allow him to go through it.
MS. GJOVIK: Okay. Well, we're not going to have time. I have too many questions, so we're not going to have time to go through the whole thing.
BY MS. GJOVIK:
Q. But you gave me answers.
So we can, for the record, say that your answer might be incomplete; that there might be more that you would see if we reviewed the whole document.
Is that fair?
A. Yeah, that's okay.

Page 106

Q. Okay. Thank you.
And then Ms. Perry asked us to also look at the misconduct and discipline policy. So I have a copy of that --
MS. PERRY: No. No. No. No. No. Hold on. I did not ask you to look at the policy. You're making statements on the record that are inappropriate and inaccurate, and I object to that.
MS. GJOVIK: Okay. Well, he didn't mention this one. So we don't have a lot of time. So we can just skip this one, then, if we don't need to look at it, Ms. Perry.
MS. PERRY: I'm not here to testify. That's not my role. Your role is to ask questions. He told you that there were multiple policies that he reviewed. And that was what his testimony was. If you want to ask him about the multiple policies that he reviewed, it's your deposition, and you can do that.
MS. GJOVIK: I did. So Mr. Bertolus named the IPA, which we reviewed, and the business conduct policy, which we've now viewed at least part of, and the social media policy.
BY MS. GJOVIK:
Q. Did we look at the social media policy?

Page 107

A. No. But I mentioned -- I mean, there were five in total.
Do you want to go back to the previous one and zoom in?
Q. I would like to look at the social media policy with you, if we have not finished reviewing that one, please.
A. Can you zoom in a little bit, please?
Q. Yes. I'm so sorry.
A. And then scroll up to the --
Q. Are we good?
A. Okay. So once again:
"Protect Apple's confidential information. Our competitive strategy requires us to keep Apple's intellectual property and proprietary information confidential," which you violated.
You want to keep scrolling, please?
This refers to the other policy and the business conduct, which we hardly looked at.
You want to keep scrolling?
Okay. I think -- yeah, that looks like something we reviewed already.
Okay.

Page 108

Q. Okay. So can you highlight which terms you think that I violated that justified my termination?
A. Yeah, I just did.
Scroll back up.
Q. Yeah.
A. You violated -- you failed to keep Apple's intellectual property and proprietary information confidential.
Q. By sharing it on Twitter?
A. Yes.
Q. Okay. And you're talking about that one image that we're talking about that shows the screenshot of the UI of the Glimmer app; is that correct?
A. That's correct.
Q. Okay. Thank you.
And just to confirm, are there any other policies that you think I violated that you remember by name that were not the three we just looked at?
A. I remember five total. We've reviewed -- what -- three? There is one you glanced over just now -- before.
Q. That was the one that Ms. Perry and I were fighting about.
I was asking you if you remember the

Page 109

policies by name that you believe I violated.
A. As I said, I remember that there were five of them. I didn't remember exactly the names of all of them.
Q. That's fine.
So I'd just like to look at the ones that you remembered. And I thank you for doing that.
MS. GJOVIK: What was that?
THE DEPONENT: I was asking --
MS. PERRY: He wants to take a break.
THE DEPONENT: Yeah.
MS. GJOVIK: Okay. Five minutes okay?
MS. PERRY: Let's take ten.
MS. GJOVIK: We're really running out of time.
But okay. Thank you. Ten minutes.
(Off the record from 3:36 p.m. to 3:49 p.m.)
MS. GJOVIK: So for the sake of making sure I'm marking these exhibits, I'm going to go -- this won't be questions for you, Mr. Bertolus. I'm just going through and show her the documents I was showing that she has copies of so she can label them as exhibits for the deposition record.
Okay. So -- okay. So for the record, when

Page 110

we were looking at the letter that Mr. Bertolus had sent me on September 9th that he had authenticated, that was Exhibit M. And that was Plaintiff's production 12_0103, M.
(Exhibit M was marked for identification.)
MS. GJOVIK: When we were looking at the email exchange between Mr. Bertolus and Ms. Bowman, that is Exhibit N, as in "Nancy." And that was Plaintiff's production 12_0107.
(Exhibit N was marked for identification.)
MS. GJOVIK: And when we were looking at the email Mr. Bertolus sent on the 9th where the letter was attached, that is Exhibit O, Plaintiff's production 0113.
(Exhibit O was marked for identification.)
MS. GJOVIK: And another copy of that showing the attachments is Exhibit P. It's Plaintiff's production 12_0114.
(Exhibit P was marked for identification.)
MS. GJOVIK: And when we spoke about Mr. Bertolus's assistant helping me ship my stuff

Page 111

back, the email -- I had not showed this yet.
But the email discussing that is Exhibit Q, Plaintiff's production 12_0115.
(Exhibit Q was marked for identification.)
MS. PERRY: What are you doing with this document? That was not a document that we discussed in this deposition.
MS. GJOVIK: Yeah, but we referenced it. So since we're doing this anyway, I'd like to say that is the -- let me state my intention then what I want to do with it.
This is the document where I was exchanging with Lisa, Mr. Bertolus's assistant, about returning my stuff, which we discussed earlier in the deposition. Mr. Bertolus was not part of this email exchange, so I'm not asking him to authenticate it.
MS. PERRY: Okay. But we never discussed this, so I don't understand what you're doing. This is not --
MS. GJOVIK: You can object with the format of objection. But please stop whatever this is.
MS. PERRY: Well, I object to you doing anything with a document you didn't show in this deposition, you didn't ask this witness any questions

Page 112

about, and now you're making representations about what the document is and what it relates to in the testimony. That's not --
MS. GJOVIK: No, I'm sorry. So we spoke earlier about me asking if he knew who helped me ship my stuff back -- who shipped me my stuff from my desk. He said he didn't know. I said Lisa, your assistant. Which there is actually no factual foundation, because he didn't know.
And so I would like to offer this exhibit into the record of that was my exchange with Lisa, just for the sake of having that attached.
MS. PERRY: No. I object to that. We're not going to attach documents that you're testifying about, as opposed to the witness. So I object to this document being an exhibit to this deposition.
MS. GJOVIK: Okay. We can note that for the record.
MS. PERRY: There's been no foundation laid for the exhibit.
MS. GJOVIK: We can note that for the record and discuss it after, if you'd like, if you want to object to it. But we don't have time for this. Thank you.
And then earlier during the deposition,

Page 113

Mr. Bertolus had authenticated his LinkedIn profile. And that exhibit was Exhibit R. That was Plaintiff's production 12_0118.

(Exhibit R was marked for identification.)

MS. GJOVIK: This is another copy. We can just skip that one. I don't need that one.

And then when we were looking at the agreements Mr. Bertolus was reviewing, we reviewed the intellectual property agreement.

And that was Exhibit -- sorry. These letters are really messed up and disorganized -- Exhibit CC. It was Plaintiff's production 12, intellectual property agreement 2015.

(Exhibit CC was marked for identification.)

MS. GJOVIK: And when we looked at the business conduct policy from October 2020, that was Exhibit DD, Plaintiff's production 12, business conduct policy.

(Exhibit DD was marked for identification.)

MS. GJOVIK: And then we reviewed the social media policy. That was Exhibit GG, Plaintiff's production 12, social media and online.

Page 114

(Exhibit GG was marked for identification.)

MS. GJOVIK: And then let's see.

BY MS. GJOVIK:

Q. So, Mr. Bertolus, while we --

MS. GJOVIK: Is that good, Ms. Court Reporter?

THE STENOGRAPHER: Yeah, that's good.

MS. GJOVIK: Okay. Thank you. Sorry I missed that. I should have confirmed. Again, I'm still learning.

BY MS. GJOVIK:

Q. While we were at break, Mr. Bertolus, I went looking for the photos that seem to be at issue.

So first I'd ask: Are you aware that on September 15th, after I was terminated, that lawyers from external counsel for Apple at O'Melveny & Myers, contacted me concerning some of my Twitter posts and other public statements, and asserting it was related to the reason I was terminated?

A. No, I did not know that.

Q. Okay. So they linked some url's of Twitter posts and some other content. But you didn't bring that up, so I'm not going to talk about the other stuff right now. And I'm going to show you the

Page 115

Twitter post that they linked to that they said they wanted me to delete. And I said I disagree with all this, but I deleted it.

But I'm going to show you the one I think you're talking about. And if you can let me know if that is the one you're talking about. And then I can show you the other three and see if you have anything to say for those too.

So this is the one I think you might be talking about.

MS. GJOVIK: This is Exhibit 1 -- sorry. Now I go into numbered exhibits -- Photo Exhibit 1.

(Exhibit 1 was marked for identification.)

BY MS. GJOVIK:

Q. Does this look like the photo that you reviewed?

A. It was a very long time. It could be. Again, what I said that I vividly remembered was a picture in black and white with you or part of you, what I see in this picture.

There was also a Verge article that we discussed.

Do you have that that I can look at?

Q. We can go to that.

Page 116

But, Mr. Bertolus, you didn't mention that prior.

Why are you just bringing that up now?

MS. PERRY: Objection. Misstates testimony.

MS. GJOVIK: Sorry. Let me clarify.

BY MS. GJOVIK:

Q. Mr. Bertolus, when you listed the reasons I was terminated -- and you did that several times. We went over that. You didn't mention the Verge article.

So why are you raising it now?

A. Maybe the court reporter could go back. But very early in the deposition, I brought it up.

Q. Sorry.

Can you say it again? I can't hear you.

A. Very early in the deposition, I brought it up.

Q. So would you like to correct your testimony of the reasons that I was terminated to include that, or would you just like to review that separately?

A. No. I have said clearly that you violated your confidentiality agreement, and that -- and that Verge article is part of that. If you want to go back to the record, we can go back to the record. I mentioned that early on.

Page 117

Q. We don't have to dispute what you said prior. It will be on the record.

But if you are confirming now that that is one of the reasons, is the Verge article, can you please provide me more information about what about the Verge article -- or sorry. Yes, we can discuss that next.

For this, though, I believe you previously said that you saw me, you saw a room behind that was black and white, and a screenshot of the UI of an application.

So does the photo embedded in this Twitter post look like the image you were referring to?

A. It looks like -- I'm not saying it's exactly that one. But it looks like it, yes.

Q. Okay. And you had said you didn't -- had not seen the text of the Twitter post prior; correct?

MS. PERRY: Objection. Misstates testimony.

BY MS. GJOVIK:

Q. Okay. Mr. Bertolus, had you seen the Twitter post in full at the time you made the termination decision?

A. I don't recall if I saw it or not.

Q. Okay. I'd just like to read this text for the record. This is a post made from the account at

Page 118

@ashleygjovik on August 30th, 2021.

And it says:

"We're learning about Apple's long history of systemic oppression and retaliation against employees when employees express concerns about discrimination, harassment, and other abuse. Why wouldn't Apple try to use our data and their internal surveillance infrastructure against us."

Mr. Bertolus, do you recall that statement I just read when you were reviewing this content and making the decision to terminate my employment?

A. No.

Q. Okay. Okay. So we can go to the Verge -- would you like to see the other three photos that that law firm e-mailed me? Also, I would like for you to look at them and tell me if you had reviewed those too.

A. Okay.

Q. Okay.

MS. GJOVIK: So this is Photo Exhibit 2. This was a post I made on my Twitter account August 30, 2021. It has two photos of me taken in

Page 119

the Gobbler/Glimmer app.

(Exhibit 2 was marked for identification.)

BY MS. GJOVIK:

Q. And the text says:

"Apple's global security team of ex-US intelligence employees includes ex-NSA, ex-FBI, ex-military, and ex-secret service workers. 'Very little is known about the way it operates'" -- with quotes for the two articles -- "Why wouldn't they use this internal data."

Do you recall reviewing this post when you decided to terminate my employment?

A. No.

Q. Okay. Thank you.

MS. GJOVIK: And then Photo Exhibit 3. This was a post I made on August 30th, 2021, from my Twitter account.

And this was -- I believe this was the embedded video. It's either a screenshot of the video or the embedded video taken from a screen capture on the Gobbler/Glimmer app on my phone.

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Page 120

(Exhibit 3 was marked for identification.)

BY MS. GJOVIK:

Q. And I posted:

"Totally normal. Nothing weird about any of this. Just the video/photos my internal Apple iPhone captures of me while I'm not paying attention and stores on device, and also maybe uploads too?" and then a link to where the Vox had posted that video I shared with them.

Had you reviewed this when you made the determination to -- or the determination to terminate my employment?

A. I don't remember.

Q. Okay.

MS. GJOVIK: And then the fourth one was a post I made on my Twitter account on August 28th, 2021. And it includes screenshots of two emails I got in my Apple e-mail account, with some redactions.

(Exhibit 4 was marked for identification.)

BY MS. GJOVIK:

Q. And I said:

Page 121

"I'm still over here in Apple's timeout chair, and they keep telling me to respect my abuser's privacy and be silent. Meanwhile, I got 3x of these in the last month since being on leave. No, Apple. Stop it" -- monkey face with covered ears and crying emoji -- "I can't tell if they're harassing me or just being super intrusive or both."

Mr. Bertolus, do you remember reviewing this content when you decided to terminate my employment?

A. I don't remember.

Q. Okay. Thank you.

MS. GJOVIK: And then the Verge article.

So this is from the McKeon article. So it's Exhibit 35 McKeon Aloe. So it will be a double exhibit, I guess.

And this was an article that was published August 30th, 2021 in The Verge, called Apple cares about privacy unless you work at Apple.

(Exhibit 35 was marked for identification.)

BY MS. GJOVIK:

Q. And it says:

"The company has taken a strong stance on safeguarding its customers' data, but some employees don't believe it protects theirs."

Is this the article you're referring to, Mr. Bertolus?

A. Can you zoom in, please, and scroll?

Q. It's 11 pages. So I'd prefer we don't review the whole thing, because I still have a lot of other questions I'd like to ask.

MS. PERRY: Well, he can't answer your questions about it unless you allow him to look at the actual --

MS. GJOVIK: But I didn't have questions, because he didn't bring it up until just now. He just brought it up midway. So he asked to see it.

BY MS. GJOVIK:

Q. What exactly would you like to see, Mr. Bertolus?

A. The pictures embedded in there that you disclosed.

Q. So this PDF that I have, for some reason, it didn't save that video in it. So it doesn't show it in the content of the article. But --

A. Can you scroll quickly?

Q. Yeah.

Page 123

A. And you're not -- you agree that there were pictures there; right? So that's --

Q. Yeah. Oh, yeah. I shared that. And that was also what I screenshot on those Twitter posts.

A. Okay. So that was basically, yeah, the violation of your confidentiality agreement. Yeah.

Q. Can you tell me what that content was that you're saying was a violation?

A. The pictures where -- I don't know which other picture you showed me. But -- but clearly, it was a screenshot of an internal tool, which was a violation of your confidentiality agreement, and that was grounds for termination.

Q. Mr. Bertolus, did you review this article when you made the decision to terminate my employment?

A. I don't remember reviewing the whole article. I just remember a mention of a Verge article.

Q. Do you recall the -- did you know the title of the article when you made the termination decision?

A. I don't remember.

Q. Mr. Bertolus, do you know that in California, workers have a constitutional right to privacy in the Constitution of California that gives them a protected right to protest invasions of privacy by their employer?

A. No.

Q. No.

Were you aware that there's even --

MS. PERRY: Objection, to the extent it misstates the law.

MS. GJOVIK: Okay.

BY MS. GJOVIK:

Q. How about this: Mr. Bertolus, do you think it would be a justified reason to terminate an employee if they were protesting what they thought was egregious violations of their privacy by their employer?

MS. PERRY: Objection. Calls for a legal conclusion.

MS. GJOVIK: He made the determination to --

BY MS. GJOVIK:

Q. How about this: Mr. Bertolus, if you have the context of the Twitter posts I just read of what complaints were being made and at least knew that the article -- that the content you just mentioned, that the premise was Apple employees organizing to protest invasions of privacy, would you still have -- are you

Page 125

still certain you would have made the decision you did to terminate my employment?
MS. PERRY: Objection. Calls for speculation. Lacks foundation. Incomplete hypothetical.
MS. GJOVIK: He can answer.
THE DEPONENT: You were terminated because you violated your confidential agreement by posting a screenshot of an internal tool, among other things that we discussed earlier. I can repeat them if you want.
BY MS. GJOVIK:
Q. No thank you.
So just to confirm, no additional facts or data would make you change your mind about the decision you made?
MS. PERRY: Objection. Vague and ambiguous.
BY MS. GJOVIK:
Q. Mr. Bertolus, do you think that additional information could be provided to the context of what happened that might make you reconsider your decision to terminate my employment on September 9th?
A. I'm sorry. The way the question is phrased is complicated.
Based on the data that I had at the time,

Page 126

for me, you made a very egregious mistake, and it violated the Apple policies that we've covered a few times now. And that was grounds for termination.
Q. Okay. And you've used the word "egregious" several times now.
Is that a word you chose, or is that a word that you were told to use?
A. It's a word I chose. I mean, it's very egregious. Sorry. I can try to find a different one. As you know, English is my second language.
Q. No, that's fine. You're welcome to use what words you want. Just it's been used repeatedly by multiple people.
And then you, I believe, testified prior that you had not seen the exchange I had on September 9th with the refusal to cooperate allegation. So I wanted to show you that email exchange.
MS. GJOVIK: This is Exhibit -- Plaintiff's production 10, 92_KF.
(Exhibit 92 was marked for identification.)
BY MS. GJOVIK:
Q. And this is that Aleks Kagramanov reaching out on September 9th at 2:08 p.m., saying:

Page 127

"This is Aleks Kagramanov from employee relations. We're looking into a sensitive intellectual property matter that we would like to speak with you about.
"We would like to connect with you as soon as possible today, within this hour, and you should see an iCal come through shortly. We sincerely appreciate you prioritizing this call and being flexible. If you absolutely cannot make this time, please propose a few other times for us to connect today.
"I wanted to send this introductory email so you know who I am when I set it up. I can share more details when we meet. As part of Apple's policy, your cooperation and participation is imperative. Thank you in advance, and talk soon."
Does that e-mail look like what you kind of expected that they sent me?
A. I'm not sure what you mean by expect them to send you. I mean, basically he's saying they need to

Page 128

talk to you as soon as possible. That seems -- it seems appropriate.
Q. You think it's normal for Apple to ask to talk to employees within the hour?
A. What you had done -- I mean, you don't want me to use the term egregious. But what you had done was extremely serious and warranted a response.
Q. Okay. And then I responded two minutes later, at 2:10. And I said:
"Hi, Aleks. Happy to help. Please send any questions/updates via email so we can keep everything written, please. I will respond via email as quickly as I can. Thanks."
And then I responded again at 2:27 p.m. and said:
"FYI, I forwarded your email and my reply to the investigator on my NLRB case, so he's aware you just reached out to me the day before my affidavit is supposed to be taken. This feels a little like witness intimidation."
And then Mr. Kagramanov responded at 2:50 p.m.:
"We are investigating allegations

Page 129

that you improperly disclosed Apple confidential information.
"Since you have chosen not to participate in the discussion, we will move forward with the information that we have. Given the seriousness of these allegations, we are suspending your access to Apple systems."
And then I responded:
"Hi, Aleks. As mentioned, I'm definitely willing to participate in your investigation. I only asked that the discussion be kept to email and said nothing about not participating in the discussion at all. I offered to help via email to ensure we have a documented record of our conversations, considering everything that's currently going on with my investigation and my complaints to the government" --
And sorry. That time stamp's off. It's Eastern. So that's 3:07 p.m. That's still within an hour of his original email.
Okay. Back to reading:
"I have been speaking out about

Page 130

work conditions, about workplace safety, concerns about discrimination and retaliation, and about concerns about intimidation and corruption, as reported to the government in public record. I'm very concerned about what you are calling 'serious allegations.'
"Can you please provide me additional detail on what these allegations are? And when you say 'move forward,' are you simply" -- it should say suspending, but it says suspecting -- "my access to Apple system, or are you doing something more? And if so, what?
"Your email is very unexpected, and I'm caught quite off guard if this is a real issue. I'd like the opportunity to remedy any actual issues. Please let me know what the issues are, so I can make a good faith attempt at that.
"In the meantime, without additional context or effort to communicate with me in email, this

Page 131

really does feel like intimidation and additional retaliation, and I will consider it as such."
Mr. Bertolus, have you ever seen any part of this email exchange before I just showed it to you now?
A. No, I have not.
Q. Okay. And now that you've seen this exchange -- and this was authenticated by Mr. Kagramanov -- would you say that it looked like I was refusing to cooperate?
A. You refused to talk to the investigator, so what we said is factual.
Q. So to clarify, you know, I was saying I'd talk to him in email. I just said I didn't want to get on the phone.
So can you clarify, are you saying that the only way to cooperate would be getting on the phone with him?
A. After leaking proprietary information and violating your confidentiality agreement, I think an appropriate next step would have been to speak to the investigator and cooperate that way.
Q. Okay. And do you think that my explanation of why I wanted to keep a written record then was

Page 132

appropriate?
A. I don't see why, I mean, that's relevant for me to answer that.
Q. Do you think I should have been able to at least ask to have a witness or record the phone call?
MS. PERRY: Objection. Calls for speculation. Incomplete hypothetical.
MS. GJOVIK: I can't hear you.
MS. PERRY: Objection. Calls for speculation. Incomplete hypothetical.
BY MS. GJOVIK:
Q. You can still answer. Because he made the determination and made an assessment of cooperation.
A. The primary reason you were terminated is because you violated your confidentiality agreement when you posted those pictures on Twitter.
Q. Okay. Thank you.
Mr. Bertolus --
MS. GJOVIK: So this is Plaintiff's production 10, Exhibit 53 KC.
(Exhibit 53 was marked for identification.)
BY MS. GJOVIK:
Q. Mr. Bertolus, are you aware that the NLRB had issued a complaint against Apple, suing them for

Page 133

suspending and terminating me in violation of the National Labor Relations Act?
MS. PERRY: Objection. Lacks foundation.
MS. GJOVIK: He can answer.
THE DEPONENT: When was that?
BY MS. GJOVIK:
Q. That was this complaint we're looking at, this exhibit. It was issued December 18, 2024.
A. No, I was not aware. I think you asked me the question earlier, and I answered it already.
Q. I don't know if I did. But okay. Thank you.
And then were you aware that the NLRB, as part of the requested relief, included reinstating my employment and sending me a letter apologizing for suspending and terminating me?
A. No, I was not aware.
Q. Okay. And then, Mr. Bertolus --
MS. GJOVIK: This is Exhibit -- Plaintiff's production 12, Exhibit EE.
(Exhibit EE was marked for identification.)
BY MS. GJOVIK:
Q. Mr. Bertolus, were you aware that the NLRB also issued a complaint to sue Apple over a number of

Page 134

Apple's work policies, employment policies, including all three policies that we reviewed earlier?
MS. PERRY: Objection. Lacks foundation.
MS. GJOVIK: He can answer.
THE DEPONENT: Again, I think you asked before.
No, I was not aware.
BY MS. GJOVIK:
Q. Okay. And so this was issued -- instead of going over all of those things -- okay. So I'll -- the stuff that the NLRB outlined in their complaint included the confidentiality and proprietary information IPA agreement -- and actually, the version that we're reviewing, the reason I had redacted my signature is it was an exhibit for the NLRB for this complaint that they filed, for their docket.
And then also the business conduct policy. So the one I chose, the October 2020 one we reviewed, was also the NLRB's exhibit for their complaint and litigation against Apple. And then let's see.
We talked a little bit about public speaking and press inquiries, publishing articles. Those were included as well. And -- sorry. There's just so many -- so many included.

Page 135

That misconduct and discipline policy is also included. And we reviewed the social media and online communications policy earlier today too. That was also in NLRB's complaint, including the confidentiality terms. And I'm just looking for when they filed this, because you asked this earlier.
So they sent this October 3rd, 2024.
MS. GJOVIK: And then I would ask -- let's see. What is this?
So this is Plaintiff's production 10, Exhibit 101 KG.
(Exhibit 101 was marked for identification.)
BY MS. GJOVIK:
Q. Mr. Bertolus, are you aware that Apple settled that case with the NLRB and entered a trilateral national settlement agreement with NLRB and myself and agreed to withdraw a number of terms from those stated policies and agreed to stop enforcing those terms on their employees?
MS. PERRY: Objection, to the extent it lacks foundation.
MS. GJOVIK: Okay.
BY MS. GJOVIK:
Q. You can answer.

Page 136

A. No, I was not.
Q. Thank you.
So this is -- this is part of the settlement agreement, the official settlement agreement. And that's -- Apple's lawyer's MLS and that AMG is me. It's my initials. And I just want to show you this -- the second part.
Were you aware that Apple had a posting requirement with three pages -- and you should get a copy of these, I'd hope, so you can review them or read them, if you want -- of things they will not do going forward, and they had to post it for their employees to review, including sending it to their prior employees too?
Were you aware they had to do this posting?
A. No.
Q. No.
MS. GJOVIK: And then the Exhibit JJ is the compliance material.
(Exhibit JJ was marked for identification.)
BY MS. GJOVIK:
Q. I just wanted to make sure you saw the actual posting here and had a -- could see this agreement. Since you were the one that interpreted

Page 137

the policies in my case, I thought it would be helpful for you to have this. Hold on a second.
A. So is this still, like, two or three years -- when is that?
Q. They settled this in 2025.
So this is the formal posting, where they have to, like, print it out and show it to everyone. And that charge number, that's my charge that I filed in October 2021. And Apple actually had to post this stuff. It's still on their legal website. They had a requirement to post it publicly on their legal website.
And then we talked earlier --
A. Hold on. You're scrolling pretty quickly. Is this saying that Apple employees can disclose confidential information, though?
Q. I would say you'd probably want to talk to Apple's lawyers, to get the legal advice from them of how to interpret those terms. I would not be the one to tell you.
But I would say that I don't believe that Apple's version of confidential information, proprietary information -- the list goes on -- is lawful. And I believe they're still violating the terms of the settlement agreement, as I've alleged

Page 138

multiple times, with them trying to assert things just, like, nonpublic information are confidential. But that's a -- that's a whole -- that's a whole mess, Mr. Bertolus.
So you can definitely ask them for copies of this and read it. It's also on my website. You're welcome to check it out under the NLRB section. I just wanted you to know.
Do you have any other questions, or can I go to the next one?
A. No. Go for it.
Q. Okay. Thank you.
MS. GJOVIK: And then Plaintiff's production 12, LL.
(Exhibit LL was marked for identification.)
BY MS. GJOVIK:
Q. We talked earlier about the EPA settlement with Apple. There was Apple's first national settlement with the EPA -- or a formal settlement with the US EPA over that chip fab, where I've alleged that Apple nearly killed me with hazardous waste exhaust.
And you said you didn't know, so I just wanted to have a factual basis to show you a copy

Page 139

that there is a consent agreement. This is what it looks like. It will be attached. I'm not asking you to authenticate it.
I did want to ask: Are you aware that I'm also suing Apple separately under federal citizen suit provisions over that chip fab and trying to get it shut down, because I've argued it's a substantial and imminent danger to the community around it?
A. No.
Q. Okay. And then -- oh, I wanted to ask you, Mr. Bertolus, the -- the stuff with the office, that 825 Stewart Drive, you had said you were aware that I was making complaints about -- questions about vapor intrusion and safety -- right -- prior to the termination?
MS. PERRY: Objection, to the extent it misstates testimony.
MS. GJOVIK: Okay. Just -- he did, so -- it's fine.
BY MS. GJOVIK:
Q. You don't have to answer, sir. I just want to show you -- Apple just produced these documents. Like, I had to compel them and get the judge to fork them over.
But it's definite that, during the

Page 140

inspections in May 2021, they found a number of cracks in the floor and holes in the floor they had to fix. And this is an August 2021 document, documenting all -- I'm not going to make you authenticate it or anything, because you apparently weren't part of this.
But a lot of the stuff they had to fix and all the issues they found -- were you aware they were finding issues during these that they had to repair?
A. No.
Q. Were you aware that the EPA conducted an inspection of my office on August 19, 2021?
MS. PERRY: Objection, to the extent it misstates testimony.
BY MS. GJOVIK:
Q. I just asked: Are you aware that the US EPA conducted an inspection of my office on August 19th, 2021?
A. I don't remember that, no.
Q. Were you aware they found issues requiring corrective actions regarding the vapor intrusion mitigation system?
MS. PERRY: Objection, to the extent it lacks foundation.
MS. GJOVIK: Okay.

Page 141

THE DEPONENT: No, I was not aware.
BY MS. GJOVIK:
Q. Okay. Are you aware that Apple's own documents said that -- let me go back.
Are you aware the EPA conducted that inspection because of my disclosures to the EPA about the cracks in the floor at my office?
MS. PERRY: Objection, to the extent it lacks foundation.
MS. GJOVIK: Okay.
THE DEPONENT: No, I'm not.
BY MS. GJOVIK:
Q. Are you aware that they requested that inspection in late July -- their records say July 27th, so that's the date I'm going with -- July 27th, 2021, they notified Apple they want to come on site and do an inspection of the cracks in the floor and the HVAC system?
MS. PERRY: Objection, to the extent it lacks foundation.
MS. GJOVIK: Okay.
THE DEPONENT: No, I was not aware.
BY MS. GJOVIK:
Q. Okay. Do you recall the date I was placed on administrative leave?

Page 142

A. No.
Q. It was August 4th, 2021. And I had just said I was planning on coming the next day, August 5th, because I wanted to take some more pictures of the cracks in the floor. And then I was told I can't come back to the office.
And then Apple's own documents here indicate that, I guess as soon as I was told not to come back to the office, they started all the ceiling activity. And they did their, like, final walk-through inspection to say it was all sealed on August 18th, 2021, the day before the EPA inspection to inspect those cracks.
Were you aware of that time line?
MS. PERRY: Objection, to the extent it lacks foundation.
MS. GJOVIK: Okay.
THE DEPONENT: No.
MS. GJOVIK: This is another one with additional details. This is Exhibit -- oh, these are Apple's exhibits.
So this is Exhibit APL-GAELG. And then the first one is 3870 and then 3866.
(Exhibits 3870 and 3866 were marked for identification.)

Page 143

BY MS. GJOVIK:
Q. Mr. Bertolus, were you aware that they also found issues with the sub-slab ports in the floor that have the, like, direct access to where the gases are under the floor? These sub-slab ports? This page shows the list of stuff.
Were you aware that they --
MS. PERRY: Did you finish?
BY MS. GJOVIK:
Q. Were you aware that there were even some of these they could not find in the building?
MS. PERRY: Objection, to the extent it lacks foundation.
MS. GJOVIK: Okay.
THE DEPONENT: No.
BY MS. GJOVIK:
Q. Thank you.
Okay. So -- and thank you, Mr. Bertolus. And I'm sorry I have to do this. And now things are going to get really weird. And I'm -- I learned some stuff from Mr. West too that makes this even worse. And I'm just really -- I almost want to cry that I have to bring this up. I'm so sorry.
But you had -- you had said that you weren't aware or could not recall the subject matter of the

Page 144

text messages I had with Dan West that were the facts giving rise to the allegations that I was -- I believe you said misrepresenting information; is that correct?
MS. PERRY: Objection. Misstates testimony.
BY MS. GJOVIK:
Q. Mr. Bertolus, the third item in your list of the things I did wrong, and one of them related to text messages with Dan West.
Can you summarize for me your recollection of that allegation, please?
A. My memory of it, based on my discussion with, I believe global security, is that you mischaracterized an exchange by just showing a short portion and not the whole text exchange.
Q. Okay. Mr. Bertolus, out of respect for you and your friends, I'm not going to try to trick you on this topic. And I'm crying because I didn't know he passed away either. So I'm really sorry we have to dredge this all up. And I know you're very close to them.
But Apple has, per the deposition of Mr. Okpo and Mr. West -- oh, sorry. Mr. West didn't know this either. And I think he was probably upset too. But per Mr. Okpo, that allegation about

Page 145

misleading Mr. -- this is only going to be questions for you. And I'm sorry I'm so disorganized talking about it. I just feel really bad about it.

When I talked to Mr. Okpo, I was asking him why he was reaching out to me a few times in September trying to talk to me and he wouldn't say what it was about. And he said something about inconsistency. So I was trying to figure out what that was. And his testimony was that it was exclusively about me misrepresenting some exchange with Mr. West.

And I believe what you're probably talking about with the screenshots versus the whole text message thread is -- probably what it is -- Apple kind of brought it up. What Apple was apparently referring to was Mr. West and Jared at Chez TJ trying to set me up with Andrew, the sous chef. And they've turned that into a reason that I was terminated, arguing that it sounds like me protesting that it was inappropriate for Mr. West to try to get me to date someone, one of his friends, was false because I thought the sous chef was cute. And it's turned into this whole thing.

And I didn't know he passed away. And I feel really bad about that. And just bad in general

Page 146

to bring this up, because I know they're your friends. But I'm going to have to ask you a lot about that now, because they made that a reason for terminating me. So I feel really bad. I'm sorry. But I'm going to have to ask you a bunch of questions now about Jared and Chez TJ and show you documents and try to -- you know. But I don't mean any offense to you. I'm sorry.

So to start, can you please tell me what you know about a restaurant called Chez TJ in Mountain View?

A. Can you be more specific on --

Q. Have you ever been to a restaurant called Chez TJ in Mountain View?

A. Yes.

Q. Have you gone many times?

A. Yes.

Q. Do you know a prior chef named Jared?

A. Yes.

Q. What's Jared's full name?

A. Jared Gallagher.

Q. And are you aware of a sous chef, line chef, named Andrew?

A. Yes.

Q. What's Andrew's full name?

Page 147

A. I don't know his last name.

Q. Okay. Would you say you're personal friends with Jared?

A. Yes.

Q. And was Mr. West also friends with Jared?

A. I believe so. That would be a question for him.

Q. Yeah.

Mr. Bertolus, were you aware that I had dinner at Chez TJ in 2017?

A. I don't really remember, you know, when, how. No. No. The answer is no.

Q. Were you aware that Jared and Mr. West paid for my entire dinner that night?

A. Can you repeat the question?

Q. Were you aware that night I ate at Chez TJ, and I did, that Jared, that chef, and Mr. Dan West had paid for my entire dinner?

A. Well, I'm surprised the -- my lawyer is not intervening here. Because the only --

MS. PERRY: Are you saying -- are you saying that your knowledge of what actually happened is only through privileged communications with counsel?

THE DEPONENT: Yes.

MS. PERRY: Okay. Then I'm going to --

Page 148

MS. GJOVIK: I'm sorry. I can't hear you. Can you speak up?

MS. PERRY: The witness just confirmed that his only knowledge about this is through privileged communications with counsel. And so I'm going to instruct him not to answer.

MS. GJOVIK: Okay.

BY MS. GJOVIK:

Q. Mr. Bertolus, are you aware that there was a conversation between Mr. West and myself and Jared and myself about me and that sous chef, Andrew, potentially exploring a sexual relationship that night during the dinner?

MS. PERRY: So I'm going to instruct him not to answer, to the extent you're asking him about conversations that happened or anything that was disclosed to him by counsel.

MS. GJOVIK: That's fine. We have limited time --

MS. PERRY: Hold on. I'm not finished.

MS. GJOVIK: Okay.

MS. PERRY: I believe he testified earlier that he saw a text exchange. If you want to ask him about his understanding or interpretation of the text exchange, you can do that, and I'll allow him to

Page 149

answer. But I'm trying to make a distinction between things that would have been communicated to him by counsel, which I will not waive the privilege over.

MS. GJOVIK: Are you done?

MS. PERRY: I am.

MS. GJOVIK: Okay. I did ask him that. He did answer a couple times. So now I'm trying to get into more.

I would ask that if you're going to object under privilege, you just say that briefly, so we don't waste too much time on monologue. If you say objection under privilege, then I'll just move on. Okay?

MS. PERRY: Well, I'm trying to explain to you where that privilege line is, so that you have the option of asking additional questions, if you wish to do so, of the witness.

MS. GJOVIK: I understand. But he already indicated he had no further information on the text exchange -- or that dinner.

MS. PERRY: That's not what he said. You're misstating his testimony.

BY MS. GJOVIK:

Q. Mr. Bertolus, is there anything further you're able to share with me about your knowledge of

Page 150

the text exchange I had with Dan that was subject to the allegation of misrepresentation?

A. The -- I had no knowledge of any of what you discussed, except that -- to the extent that there was a text exchange where you misrepresent or misled the investigator by just pulling out a subset of that discussion. But everything else you brought up about the discussion, the dinner, and all that, I have no recollection of that.

Q. I assumed so. Thank you for confirming. Again, I'm sorry. This is going to be very -- extremely awkward. Okay. So let me get a couple examples.

So when employee relations was investigating my concerns in July, I had given them box folders and evidence and stuff to review. And it was a lot of files, but I have a lot of complaints, so -- sometimes it was just screenshots of stuff for them to review. And I had a couple of the screenshots, I believe, that I had maybe provided them.

And I had complained that I had thought it was inappropriate that Mr. West was trying to arrange relationships with me, especially with, like, his friends and business partners. That's why I was trying to ask for help from Apple to get more

Page 151

professional boundaries. So I did kind of open that door a little bit, and I showed a couple of the texts.

So I'm going to show you a couple of those texts I had with him. And I do have, like, the full ones we can look over for sure.

Okay. Let's start. So -- okay. Here's one.

Does this phone number look like Dan West's phone number?

A. I don't know his phone number by heart like this. I don't even know my kid's phone number.

Q. Okay. That's fine.

So I believe this is Dan West's phone number. I had this conversation with him. And I had just a couple screenshots from my phone.

And actually, I had said I didn't have the full exchange. And one of the reasons I wanted to go back to the office was to get the full exchange, and Apple would not let me. So -- but that's just commentary.

MS. GJOVIK: So this is Exhibit -- Plaintiff's production 12, Exhibit A.

(Exhibit A was marked for identification.)

Page 152

BY MS. GJOVIK:

Q. I was texting with Dan West. And the screenshot I included said:

"So we can call your dinner intervention a plot to get me too drunk to remember Yannick's dirty laundry. Jared had a lot of opinions about YB not racing anymore."

And Dan said:

"Oh, yeah. He wasn't happy."

Then I said:

"I could only imagine the three of you together. All live wires. God save Allison."

Then Dan said:

"Dude, Allison can hang. Maybe you needed to worry three years ago. Not anymore. She stirs the pot then steps back and laughs."

I said:

"Lol. Why are you cliffing her like that."

That was a joke -- an inside joke they had.

He said:

"You sound like an old person when

Page 153

you use it incorrectly."
And then we were just talking about some other stuff.
But for that, I was trying to show that it was -- it also seemed like it was friends of yours too, and that there was -- it seemed like a lot of personal boundary blurring.
MS. GJOVIK: And another one. This is Exhibit -- Plaintiff's production 12, Exhibit B, with Dan.
(Exhibit B was marked for identification.)
BY MS. GJOVIK:
Q. I said:
"They charge you much more for mail" --
I think we were talking about Andrew. I don't -- I couldn't find all of them. This is one we were talking about Andrew.
"They charge you much more for mail order blondes in Russia."
Andrew was blond.
He says:
"Well, Andrew now works in the city."

Page 154

I said:
"What a deal. He got dumped after he kept texting me at 3:00 a.m. and spent his weekends gambling in Chino. Way to make me feel 70 years old."
Dan said:
"Thanks for not yelling at me."
I said:
"I did in realtime."
He said:
"I don't remember you yelling at me. I'm so sorry."
A. I'm sorry. Maybe I'm not supposed to do that during the -- but what's the relevance?
Q. Sorry. I can't hear you.
A. No, I'm -- maybe I'm not supposed to do that in a deposition, but I don't understand the relevance of this.
Q. Oh, I'm just showing you some of these conversations that they're alleging -- I'm not sure exactly which ones they showed you or they were saying were, like, excerpts.
I wanted to show you some of these conversations Dan and I were having about this topic that Apple apparently alleges is a factual basis for

Page 155

me misrepresenting what happened. And because I don't have any further information at this time, I'm just showing you some of the stuff.
And then I'm going to ask you, like, were you aware Dan and I were talking about this stuff? Are you aware that this is what Apple was alleging with misrepresenting stuff?
Is that okay?
A. There's so many questions.
What's the question?
MS. PERRY: Hold on. Hold on. Hold on.
Do you want to -- do you want to continue what you were doing and then ask him questions? I think he's just confused about what you're trying to do.
MS. GJOVIK: Oh, yeah, I would.
BY MS. GJOVIK:
Q. And again, I'm sorry. This is really weird. And I would never do this on purpose, Mr. Bertolus. I'm so sorry.
So I'm just going to read these, and then I'm going to ask you those questions. And you're probably going to say you don't know. But I kind of have to show that Apple, I think, is lying. This is me trying to defend my case. I have to, you know,

Page 156

argue against their points. And since they chose something very deeply, I would assume, personal to you and Mr. West and me too, we just have to go there.
Okay. So I said the mail order brides because he was setting me up with Andrew.
Then he said:
"Thanks for not yelling at me."
And I said:
"I did in realtime."
And he said:
"I don't remember you yelling at me. I'm so sorry."
I said:
"I guess that's all that matters."
He says:
"Now I feel even worse. It's funny. At the time, I thought it was going to be a good thing."
I was like:
"It's okay. Again, free dinner. Lots of extra treats. It all worked out. Lol. You and what's-his-face too."
He says:

Page 157

"Jared."
I said:
"You were both plotting."
He says yeah -- or I say:
"Yeah. Jared."
He says:
"He's a good friend."
I said:
"I drank too much to remember. But he kept telling me secrets about Yannick."
Dan said:
"It was actually his idea" -- presumably, to set me up with Andrew. So Dan's going along with it.
I said:
"I just kept remember thinking Yannick would be pissed" -- with a bunch of s's -- "if he heard this."
And Dan said:
"Probably."
And I said:
"So we can call your dinner intervention a plot to get me too drunk to remember Yannick's dirty laundry."

Page 158

That goes back to Exhibit A.
Mr. Bertolus, were you aware that Mr. West, who reported to you, and I were talking about you in this way?
A. No.
Q. Were you aware that Mr. West and I were having conversations about Jared and Andrew about this context?
A. Nope.
Q. Do you think this is an appropriate way for a senior director to talk to their EPM?
A. I would need to have more context to make a -- you seem pretty feminine -- I don't even want to even go there and speculate. But you seem pretty -- I don't know. I still don't see the relevance of all this. But --
Q. I don't either. But Apple kind of made it relevant, so that's what we're stuck doing.
So --
A. So I think --
MS. PERRY: Hold on. Hold on. Just wait for a question.
THE DEPONENT: Okay.
MS. GJOVIK: What was that?
MS. PERRY: No, I was telling him to wait

Page 159

for your next question.
MS. GJOVIK: Okay.
BY MS. GJOVIK:
Q. Mr. Bertolus, are you aware from Jared that I also had complained to him he shouldn't be telling me personal information about you while I was having dinner at his restaurant?
A. No.
Q. Okay. And then let's see. I want to get the more detailed ones.
MS. GJOVIK: Okay. So I'm going to show you -- actually, now I have my own more modern one that I'll show you after this.
But this is Apple's Exhibit 28. So this is Apple AG Depo Exhibit 28.
(Exhibit 28 was marked for identification.)
BY MS. GJOVIK:
Q. When Apple deposed me, they actually found the text messages from 2017 that I had been looking for and couldn't find, and they attached them. So this is Apple's copy.
And the chat starts on December 29th, 2017. That was the night I was eating at Chez TJ.
And Apple has not stated correctly -- so I'm

Page 160

not going to -- I'm not going to state their position.
But it appears they're saying that if the whole record had been showed about what happened that night, that it shows that I was misleading with whatever it was I -- I'm not sure what I even shared with them that they said it was an issue to. So I can't tell you that either. But I'm going to show their exhibit.
So it started with me saying:
"Chez TJ tonight. How much wine do they give you if you add wine pairings? I'm a lightweight and am leaning towards just doing one to two glasses off the wine menu instead."
Oh, Mr. Bertolus, are you aware that Mr. West and I hung out, like, personally, as friends?
A. No.
Q. Are you aware that we texted about personal things in personal time?
A. Only to the extent that -- of that text exchange that was brought to me -- brought to my attention in how you misguided the investigation.
Q. Mr. Bertolus, were you aware of what that --

Page 161

I had asked you a couple times if you knew what the text message exchange was about.
Did you know what the subject matter was about when you fired me?
A. I -- at the time, I did. But yeah, I don't have more recollection than -- than that.
Q. Yeah. Okay.
So were you also aware that Mr. West had been suggesting I go to this restaurant, and I had indicated I couldn't afford it. And then when I got my promotion, he said he was going to promote me so that I did go, and so that's why I was telling him that I was there?
MS. PERRY: Objection. Lacks foundation. Calls for speculation.
MS. GJOVIK: That's fine.
THE DEPONENT: What's the question again?
BY MS. GJOVIK:
Q. Were you aware that Mr. West was urging me to go to this restaurant and eat there. I said I couldn't afford there. And then he was going to promote me, and so then I did go. And that's why I'm telling him that I was there?
MS. PERRY: Same objections.
MS. GJOVIK: Yeah.

Page 162

THE DEPONENT: Can you -- sorry. I don't mean to be --
BY MS. GJOVIK:
Q. No, that's fine.
Mr. Bertolus --
A. Wait. Can you ask the question without the --
Q. Let me ask it more simply.
A. Thank you. Yes.
Q. Mr. Bertolus, were you aware that Mr. West and I had been having discussions about Chez TJ, where Mr. West had been urging me to have dinner there?
MS. PERRY: Objection. Lacks foundation. Calls for speculation.
MS. GJOVIK: Okay.
THE DEPONENT: I wasn't, except when he -- when I reviewed the text exchange where you misguided the investigator.
BY MS. GJOVIK:
Q. Sorry.
Again, Mr. Bertolus, you had indicated you had not reviewed the actual text exchange when you made the termination decision. But now I'm confused.
Had you read any of these texts when you made the termination decision?

Page 163

MS. PERRY: Objection, to the extent it's argumentative. And misstates the witness's prior testimony.
MS. GJOVIK: I'm just trying to understand if he knew what the subject matter of the text was when he made the decision or not.
MS. PERRY: He's already answered that question for you. He said --
MS. GJOVIK: I thought he said no.
MS. PERRY: No, that's not what he said. You're misstating his testimony.
MS. GJOVIK: Help me understand, please.
MS. PERRY: You asked him if he was aware of the subject matter, and he said he did at the time. He told you he had reviewed the text at the time, and then he told you he didn't remember it now. That was his testimony just a few moments ago.
THE DEPONENT: That's correct.
BY MS. GJOVIK:
Q. Okay. So can you describe for me what you recollect now that you reviewed at that time?
A. Well, now you've just shown me a whole lot more than I had ever seen before.
I was focusing on the fact, at the time of your termination, that you took an exchange and misled the investigator by just taking a small section of the exchange, and that was misguiding.

Page 164

Q. To the best of your recollection, do you remember seeing the actual text messages between me and Dan West when you made the termination decision?
A. To the best of my recollection, I do. But to the best of my recollection, not even as much, I think, as what you've just shown me today.
Q. Okay. And were you aware that the subject matter was Chez TJ and the sous chef, Andrew?
A. I remember that it was Chez TJ. I had absolutely no idea it was Andrew. Even when it was presented to me just now, I thought it was Jared himself, not Andrew.
Q. Oh, I'm sorry.
A. That tells you how much I didn't know the details of all that.
Q. Well, and I'm sorry. When I said Andrew, I meant more, like, just the subject matter of setting up with Andrew, versus who decided what.
But you did know this was Chez TJ-related when you had made the decision to terminate my employment; is that correct?
A. Yes.

Page 165

Q. Okay. So I sent that text -- again, this is Apple's exhibit. I sent the text to Dan.
Dan said:
"Is it a table for one?"
I said:
"Yep."
He tells me how long the meal will last.
I say:
"I'm prepared."
He says:
"I need to text the chef. I forgot earlier."
I said:
"Ha. You would have the chef's phone number."
We go back and forth a little bit.
Let's see. This is, like, 39 pages. I don't want to read all of it.
And then Dan texts:
"Amanda tells me you want us to set you up with someone."
I don't recall saying that.
But I said:
"Lol. I think I told her I need to find the male version of her, since

Page 166

you and I are so similar."
I felt I was very similar to Dan.
Then he says:
"So I may have mentioned to the chef that you are single and that his sous chef should introduce himself to you."
And I said:
"Oh, no. Dan," exclamation point.
And then I say:
"Is he cute?"
Dan responded:
"Expect at least one plate to be delivered by Andrew."
And then:
"I have no idea."
And I said:
"Oh, Lordy. Okay. Thank you for the good intentions."
Then Dan says:
"I'm the worst judge."
And I'm like:
"We'll see soon."
He says:
"He's a nice guy, though. I told

Page 167

them, 'Ashley is good people.'"
I said:
"Thank you, Dan. But we both know I'm trouble."
And he said:
"And Chef said they will treat you like family."
I said:
"Aww. That's awesome. You must really go there all the time."
Oh, and then they did -- they upgraded me to, like, fancy Wagyu and stuff and didn't even charge me.
And then I respond:
"Andrew's a cutie."
And he likes Andrew's a cutie, and he says:
"It will be great. I think Jared is definitely the best in the South Bay."
I said:
"He" -- Andrew -- "also looked super uncomfortable. Was he a willing participant in this?"
Dan says:
"Probably not. Head chef."

Page 168

And I said:
"We were both blushing the entire time. Poor guy. The food's incredible."
And then I say: Is this Andrew arrangement" --
Again, this is Apple's exhibit. This is Apple's full context.
I say:
"Is this Andrew arrangement you trying to combine empires? Like Game of Thrones for your dinners?"
Then I say: "Andrew came back. He said he's giving me complimentary Wagyu. Okay. Maybe you two are cupids after all. I'm a sucker for both blond guys and Wagyu."
And Dan says -- tongue sticking out. And then he says:
"I like the Game of Thrones reference."
And then I say:
"Jared reminds me of a mixture between you and Yannick."
And Dan says:

Page 169

"His intensity scares me a bit. But I love that guy."
Oh, and then I go:
"I picture Jared as a version of you that's had three glasses of wine and three cups of coffee in a short period of time."
He says:
"Maybe six of each."
I said:
"I could believe that. He was probably on good behavior when he introduced himself."
And again, Mr. Bertolus, I'm so sorry. I really hope you don't blame me for this. But this is Apple's exhibit.
So then I say:
"Yannick broke both of his arms?"
Dan says:
"That was a long time ago. He nearly died."
And I said:
"Holy shit. Poor Yannick."
I said:
"Jared seems sad he doesn't race

Page 170

anymore. Maybe Jared is a little cray-cray."
Dan says:
"He was racing, doing what he loves. Now he races cars."
I said:
"Yes, I heard about his Porsche and how Jared can't afford a Porsche."
Then Dan says:
"Should I tell Jared that Andrew is a cutie?"
I say:
"Most detailed introduction ever."
And he says:
"Or have I meddled enough?"
And I say:
"I told Jared he's being mean to Jared" -- I think I meant Andrew -- "He says there's fun being had on all sides."
And Dan says:
"Andrew?"
I said:
"Yeah. I'm two glasses in."
He says:

Page 171

"I can insult him."
I said:
"I'll leave my number for Andrew. Should take care of it."
He said:
"You had one job, and you freaking blew it."
I say:
"Lol. He already bought me a 100 dinner. At least deserves a number."
Because they bought my dinner. Apparently, Dan and Jared and Andrew all bought my dinner after that.
He says:
"Wagyu was more than 100? Oh, damn."
I said:
"Yeah, bro. Damn is right."
And Dan says, after the fact: "In all candor, no pressure from me. I only know Andrew a little bit. Jared is my buddy."
I said:
"I wouldn't do it if I wasn't

Page 172

actually interested. I'm very picky. I'm also a fan of Jared now. It was really nice of him to come out and say hi."
And Dan said:
"Jared came back and spent two whole minutes talking about how hot he thinks Yannick is."
Again, Mr. Bertolus, this is Apple's exhibit. I'm so sorry. I'm so sorry. I'm mortified.
And then:
"I think Jared is in love with YB" --
That's you, Mr. Bertolus.
And then Dan says:
"A-ooo-ga," with this emoji with the eyes.
And that's apparently to you, about how hot you are, Mr. Bertolus.
And then I do the thing with the emoji of me with the hearts. And then I say:
"Dan, your money is no good there."
Oh, they told me they would pay a little

Page 173

bit, and then they just covered my entire dinner.
I said:
"Your money is no good here.
'Says Dan West.'"
And then I say:
"What the fuck, dude? That's way too nice of you."
He said:
"Give a fat tip. Jared covered some too. Just don't spread the word that I'm a nice guy. I've got a reputation, you know."
And I said:
"Lol."
We're almost done. I'm so sorry.
And then he said:
"I'm just glad you enjoyed the meal."
And I said:
"Okay. Mum's the word. And seriously, huge thank you. Dinner was amazing. Merry Christmas, dude."
And he says:
"Make sure to thank Jared."
And I said:

Page 174

"He already left. He said he had a baby to take care of. I guess I need to come back. Would you please tell him I say a huge thank you for the generosity, the delicious amazing food, and the cute blonds?"
And then I said:
"Andrew even gave me a to-go bottle of the super-secret Jedi Master tea."
He says:
"Oh, yeah. That tea is great."
And then I say:
"Thank you and thank you."
Mr. Bertolus, did you see this Apple exhibit that I just showed you prior to me showing it to you?

A. I don't remember the whole -- whole detail you showed. I remember seeing a snippet of that, yes.

Q. Okay. Mr. Bertolus do you think this text exchange is appropriate for interactions between a senior director and one of his employees?

A. I'm not sure that's for me to answer that.

Q. Mr. Bertolus -- oh, sorry.
Go ahead.

Page 175

A. No. Go ahead.

Q. Were you aware that Mr. West testified during his deposition that the only feedback he received from employee relations regarding corrective actions coming out of my complaints was regarding these -- my personal message with him and the messages that night?

A. I didn't -- I don't recall exactly, no. I don't know. It's a -- it's a long time ago.

Q. Okay.

MS. PERRY: I think she was asking you about Mr. West's testimony.

THE DEPONENT: Yeah. But that, no. But I thought in relation to, you know --

BY MS. GJOVIK:

Q. No. I was asking did you know that that was the only feedback he got coming out of that investigation. And it sounds like you said no. But you wouldn't know what his testimony was if you hadn't reviewed it.
So is that -- is that correct, you did not know that he received feedback from employee relations regarding his personal messages with me.

A. So I don't know anybody's testimony. I did not remember the feedback until you brought it up.

Page 176

But even now, my recollection is very poor on that, because it was many years ago.

Q. So per my deposition of Mr. Okpo, he seemed to think -- the employee relations investigator -- he seemed to think the misrepresentation was that it couldn't be inappropriate, anything that Dan was doing that night or saying, because I said I thought Andrew was cute.
Can you explain to me what your view was -- since you apparently did review some of these messages -- of what my misrepresentation was that was a subject fault that could cause my immediate termination?

A. My recollection of what I saw at the time was that you presented to the investigator only a small part of that text exchange. And when reviewed in full context, it doesn't convey the same message. And therefore, you were misguiding and violating your -- the business conduct as part of that.

Q. Do you still stand by your assessment, after you've read Apple's exhibit now?

A. You're referring to the exchange that you just discussed? Well, I would need to see again the -- exactly the snippets.
But yeah, I continue to believe that you

Page 177

misguided the investigators, the way I recollect the meeting at the time.

Q. And do you think if the broader context is given, then -- or -- misrepresentation indicates, like, I was making false complaints there, like I'm the problem.

So can you help me understand why that limited view of the conversation was seen as, like, misconduct by me? Was it something, like, them thinking that I was making, like, bad faith complaints?

A. Yes.

Q. Okay.

A. As it relates to that text exchange, yes.

Q. And so -- and I think you were saying something earlier about me being -- I think you said feminine, and didn't continue.

So is that a similar thing, that, like, because I was being --

A. Sorry to cut you off.

Can you say that again? What would I have said? I don't remember saying that.

Q. We don't have to go back. We'll see what was on the actual record. I don't know if you actually said it. I thought you said something. But

Page 178

we'll if you have to say it. Like, I think it was Okpo who kind of, like, opened the door.

Would you say that if I was being flirty or acting like I was going along in the minute that if I made a complaint later that I thought Mr. West was being appropriate in a sexual nature, that I can't complain later?

MS. PERRY: Objections. Vague. Ambiguous. Overbroad.

MS. GJOVIK: I'd like him to answer.

THE DEPONENT: That's not what I said.

BY MS. GJOVIK:

Q. Can you help me understand, then, what I did during that exchange that means that I can't complain about it later without it being misconduct?

MS. PERRY: Objection. Vague. Ambiguous. Overbroad.

MS. GJOVIK: Okay.

MS. PERRY: He didn't conduct the investigation.

MS. GJOVIK: He said he reviewed the content, though, and made a determination.

MS. PERRY: No, that's not what he said. You're misstating his testimony.

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Page 179

BY MS. GJOVIK:

Q. Mr. Bertolus, can you tell me everything you can without violating privilege of why you think that my representation conduct related to this exchange with Andrew and Chez TJ was misconduct by me?

A. I don't again remember. It was a long, long time ago.

What I do remember at the time was that you had taken a snippet out of the whole discussion, and that it was misguiding.

Q. Okay. I have a couple more I want to quickly show you.

I guess were you aware that Apple chose to use this as a formal reason for justifying my termination in the litigation?

MS. PERRY: Objection.

THE DEPONENT: I'm sorry.

To use what?

BY MS. GJOVIK:

Q. The Chez TJ and Andrew stuff.

MS. PERRY: Objection. Lacks foundation.

THE DEPONENT: You were terminated because you violated your confidentiality agreement when you posted those -- that picture on Twitter, failed to cooperate in the investigation right after that, and

Page 180

misguided the employee relation investigator by showing only a snippet of that text exchange.

BY MS. GJOVIK:

Q. Okay. Do you think it's fair for me to defend about this when I can't call Andrew, because he's apparently now deceased?

MS. PERRY: Objection. Vague. Ambiguous. Overbroad. Calls for speculation. Also to the extent it lacks foundation.

THE DEPONENT: As I mentioned earlier, I did not even know that -- that the whole exchange was about Andrew.

MS. GJOVIK: I quickly want to show you something. Thank you. And again, I'm sorry -- I'm sorry for all that and having to bring up your personal information too.

Okay. So I want to show you an email. This is Exhibit -- Plaintiff's production 12I.

(Exhibit I was marked for identification.)

BY MS. GJOVIK:

Q. This is an email between Dan and John and me and Kai from 2018 that I had given employee relations as evidence that I wanted them to investigate, that there were issues that should be addressed. And

Page 181

included in it included comments about yourself, unfortunately.
Were you aware that Dan was making comments --
A. Can you scroll -- sorry.
Can you zoom in? I can't really see.
Q. Uh-huh.
-- that Dan was making comments to his organization about your eyesight, and that I had asked -- complained to Dan that he shouldn't be making fun of your eyesight to his team and asked employee relations to add that to the list of things to talk to Dan about?
A. No, I did not know.
Q. Did you know that also in that same exchange, and also I had asked them to investigate, Dan shared a story with women of PSQ -- was it Take a Seat at the Table? -- where he felt excluded by you. And you had asked one of his directs to go to a meeting, present at a meeting.
And he told us -- this was, like, an assume-good-intent story. He said later, he found out that you did it partially due to protecting Dan, as that meeting was involved with possibly of Apple being sued. This implicitly implied that it is okay

Page 182

to expense Dan's direct, even though Yannick, out of good intention, wanted to protect Dan.
Are you aware of that complaint being made to Dan?
A. No. I don't know what this is referring to at all.
Q. Yeah.
Can you recall examples where you would -- you excluded Dan from a meeting and he got upset and asked you why, and you told him later that Apple might get sued and you didn't want him brought into it, so you were going to make his employee get brought into it?
A. No, I don't remember that at all.
Q. Okay. That was Exhibit I.
MS. GJOVIK: And then this is Exhibit J. This was an email I sent Mr. Okpo in 2021, again bringing that up.
(Exhibit J was marked for identification.)
BY MS. GJOVIK:
Q. And this says:
"Dan told a story when he was supposed to present on something. But Yannick switched him out and had Dan's

Page 183

direct present instead. And Dan said he was mad until Yannick told him that Apple will probably get sued about whatever it was, and that the direct can take the fall instead of Dan."
Were you aware that employee relations was supposed to be investigating that complaint?
A. No.
Q. Okay. There's the eyesight thing again. Spanking, we don't have to talk about that.
And that -- I call that -- there's a section called matchmaking. And I said that Dan's daughter was a witness. Because she told me that the family talks about the matchmaking/pimping thing. And the dinner was on December, I think, 28th. And then I said where the texts so we could help narrow down where the texts were.
Were you aware that I was communicating all that with employee relations during that investigation?
A. No.
Q. Okay.
MS. GJOVIK: And we're unfortunately out of time. I still have a lot more I want to ask.
But I thank you for your time. I know

Page 184

you're retired, Mr. Bertolus, and this is probably deeply unpleasant, and I'm really sorry. But I thank you for answering my questions and taking the time to do this.
THE DEPONENT: You're welcome.
MS. PERRY: So before we go off the record, we reserve the right to have the witness review the deposition.
And I'd like a rough, please.
MS. GJOVIK: Yeah. Within the rules of correcting, if there's typos or something, for sure.
(Whereupon the videoconference deposition of YANNICK BERTOLUS concluded at 5:00 p.m.)
***

I, the undersigned, Carrie Gibson, a Certified Shorthand Reporter of the State of California, do hereby certify:

That the foregoing proceedings were taken remotely before me at the time herein set forth; that any witnesses in the foregoing proceedings, prior to testifying, were duly sworn; that a record of the proceedings was made by me using machine shorthand, which was thereafter transcribed under my direction; that the foregoing transcript is a true record of the testimony given.

Further, that if the foregoing pertains to the original transcript of a deposition in a federal case, before completion of the proceedings, review of the transcript [X] was [ ] was not requested.

I further certify I am neither financially interested in the action nor a relative or employee of any attorney or party to this action.

In witness whereof, I have hereunto subscribed my name this 21st day of April, 2026.

Carrie Gibson, CSR No. 13937

DECLARATION UNDER PENALTY OF PERJURY

Case Name: Ashley Gjovik
vs. Apple Inc.
Date of Deposition: 04/17/2026
Job No.: 10188335

I, YANNICK BERTOLUS, hereby certify under penalty of perjury under the laws of the State of _____ that the foregoing is true and correct.

Executed this _____ day of _____, 2026, at _____.

_____
YANNICK BERTOLUS

NOTARIZATION (If Required)
State of _____
County of _____
Subscribed and sworn to (or affirmed) before me on this _____ day of _____, 20__,
by_____, proved to me on the basis of satisfactory evidence to be the person who appeared before me.
Signature: _____ (Seal)

DEPOSITION ERRATA SHEET

Case Name: Ashley Gjovik
vs. Apple Inc.
Name of Witness: Yannick Bertolus
Date of Deposition: 04/17/2026
Job No.: 10188335

Reason Codes: 1. To clarify the record.
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DEPOSITION ERRATA SHEET

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YANNICK BERTOLUS