JESSICA R. PERRY (SBN 209321)
jperry@orrick.com
MELINDA S. RIECHERT (SBN 65504)
mriechert@orrick.com
ORRICK, HERRINGTON & SUTCLIFFE LLP
1000 Marsh Road
Menlo Park, CA 94025-1015
Telephone: +1 650 614 7400
Facsimile: +1 650 614 7401

KATHRYN G. MANTOAN (SBN 239649)
kmantoan@orrick.com
ORRICK, HERRINGTON & SUTCLIFFE LLP
The Orrick Building
405 Howard Street
San Francisco, CA 94105-2669
Telephone: +1 415 773 5700
Facsimile: +1 415 773 5759

RYAN D. BOOMS (SBN 329430)
rbooms@orrick.com
ORRICK, HERRINGTON & SUTCLIFFE LLP
2100 Pennsylvania Avenue NW
Washington, D.C. 20037
Telephone: +1 202 339 8400
Facsimile: +1 202 339 8500

Attorneys for Defendant
Apple Inc.

UNITED STATES DISTRICT COURT

NORTHERN DISTRICT OF CALIFORNIA

SAN FRANCISCO DIVISION

ASHLEY GJOVIK, Plaintiff, v. APPLE INC., Defendant.	Case No. 23-cv-4597-EMC **DEFENDANT APPLE INC.'S AMENDED RESPONSES TO PLAINTIFF'S INTERROGATORIES, SET TWO**

PROPOUNDING PARTY: Plaintiff Ashley Gjovik

RESPONDING PARTY: Defendant Apple Inc.

SET NUMBER: Two

Defendant Apple Inc. ("Apple") amends its response to Plaintiff Ashley Gjovik's Interrogatories, Set Two, served on July 17, 2025, as follows:

INTERROGATORY NO. 2:

For each affirmative defense Apple Inc asserts in Apple's Amended Answer (or otherwise plans to use in this litigation) that bars, limits, or reduces the employee's recovery on any claim in this action:

(a) State the complete factual basis for each defense;

(b) State the complete legal basis for each defense;

(c) Identify all Documents that support each defense; and,

(d) Identify all Persons with knowledge of facts supporting each defense.

AMENDED RESPONSE TO INTERROGATORY NO. 2:

Apple objects to this Interrogatory because it contains fourteen "discrete subparts." *See* Dkt. No. 327 at 2-3.

Apple objects to this Interrogatory (and each of the discrete subparts therein) to the extent that Plaintiff seeks to define "Apple Inc" as "Employer Apple Inc and its counsel," and therefore seeks to invade the attorney-client privilege.

Apple objects to this Interrogatory (and each of the discrete subparts therein) on the grounds that it is vague, overly broad, and unduly burdensome, particularly in its request that Apple state the "complete" bases or identify "all" documents or persons related to each affirmative defense. *See Aldapa v. Fowler Packing Co. Inc.*, 310 F.R.D. 583, 591 (E.D. Cal. 2015) (citations omitted) ("Contention interrogatories should not require a party to provide the equivalent of a narrative account of its case, including every evidentiary fact, details of testimony of supporting witnesses, and the contents of supporting documents.").

Apple objects to subpart (b) of this Interrogatory on the grounds that the Court sustained Apple's prior objection to that subpart. *See* Dkt. No. 327 at 3:2-3.

Subject to and without waiving the foregoing objections and pursuant to the Court's March 30, 2026 Order directing a further response to portions of this Interrogatory (Dkt. No. 327 § I.A.iii.), Apple responds as follows:

Affirmative Defense No. 1: "As a separate defense to the Fifth Amended Complaint and to each claim therein, Apple alleges that no conduct by or attributable to it was the cause in fact or legal cause of the damages, if any, suffered by Plaintiff. Plaintiff was placed on paid administrative leave per her own request. Plaintiff's employment was terminated for legitimate, non-discriminatory, and non-retaliatory reasons. Specifically, Apple determined that she had engaged in conduct that warrants termination of employment, including, but not limited to, violations of Apple policies. Plaintiff disclosed confidential product-related information in violation of Apple policies and her obligations under her Intellectual Property Agreement. Apple also found that she had failed to cooperate and to provide accurate and complete information during the Apple investigatory process."

(a) State the complete factual basis for each defense;

In May 2021, Plaintiff raised hostile work environment and gender bias concerns to Apple. Plaintiff met with Jenna Waibel in Employee Relations regarding her concerns and requested that she be permitted to go on administrative leave while the related investigation was ongoing. Apple granted this request, and informed Plaintiff that the leave would be paid with benefits and that Apple would complete its investigation while she was on leave. Her two-week leave began on May 24, 2021 and she returned to work on June 7, 2021.

In late July 2021, Plaintiff again raised hostile work environment concerns regarding managers in her department. Ekelemchi Okpo in Employee Relations met with Plaintiff about her request to identify both short- and long-term solutions to her perceived negative experiences with her managers. Plaintiff initially proposed multiple solutions, including transferring to a new role under new management or an exit package with compensation and benefits to mitigate the impact of what she alleged as a hostile work environment. On August 4, 2021, Plaintiff and Okpo met again. Plaintiff specifically requested to be placed on a paid administrative leave so as to not interact with her managers while Apple's investigation was ongoing. Immediately after the meeting, Okpo emailed Plaintiff to summarize their conversation. That email stated, in part, "I wanted to confirm our conversation a few minutes ago. Per your request, you are now on paid administrative leave so as not to interact with your managers." Okpo's message reiterated that Plaintiff would receive her

regular pay and benefits during the time she was on paid administrative leave.

However, that same day, Plaintiff misrepresented her conversation and the agreement with Okpo multiple times—to colleagues, on Twitter, and to a reporter—claiming that Apple placed her on an involuntary and indefinite leave. In response to Plaintiff's public misrepresentations, the next day Apple offered Plaintiff the opportunity to return to work: "If you would like to return to work and not remain on administrative leave as you requested we can make those arrangements." Plaintiff never responded to Apple's offer. Later in August, Okpo again made clear to Plaintiff that she was free to return to work even while the investigation was ongoing: "Regarding the leave, as discussed you requested to be on paid leave while I investigate your concerns. If you'd like to return to work we can make those arrangements." Plaintiff did not respond to this offer, either.

Plaintiff provided information to Okpo during the course of his investigation into her concerns that differed from the evidence obtained in the investigation, omitted relevant context and created a misleading impression of the underlying facts. On September 7, 2021, Okpo emailed Plaintiff asking to arrange a meeting to discuss "inconsistencies" he had identified – namely, between what Plaintiff selectively provided him and the underlying documents, including with respect to an incident regarding a Sous Chef at a local restaurant. Plaintiff refused to meet with Okpo, stating that she wanted to communicate only in writing.

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

During her employment, Plaintiff participated several user studies designed to collect data to help refine the algorithms for FaceID. These studies used an internal and proprietary application for uploading encrypted data the device collected for the study to Apple's encrypted servers. Apple required all participants—as a condition of participating—to maintain strict confidentiality.

Plaintiff voluntarily chose to participate in the studies and signed the studies' Informed Consent Forms. The Informed Consent Forms expressly acknowledge that any information about the studies, including her participation, was confidential under the Confidentiality Agreement and could not to be disclosed to third parties. The form read, in part, "YOUR CONFIDENTIALITY OBLIGATIONS … By agreeing to participate in this study, you acknowledge that any information about the Study, including any Study details or the fact of your participation, are considered Apple Confidential Information, and are covered by the obligations under your agreements with Apple." As a study participant, Plaintiff had to download and register the Glimmer app to use in the studies (which could only be done if she had signed the Informed Consent Forms), received emails about the studies, and on at least two occasions emailed the study leads to inquire about issues she was having with data collection related to these studies.

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

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

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

On August 28, 2021, Plaintiff tweeted details about a separate proprietary Apple study

related to ear scans, which she learned about in connection with her employment, was invited to participate in, but ultimately declined to participate. The next day, Apple received a complaint through its Business Conduct Hotline that Plaintiff had publicly disclosed confidential information about the study.

On August 30, 2021, Plaintiff tweeted photographs of herself that were captured as part of her voluntary participation in the FaceID study, thus disclosing confidential Apple product information. She also linked to a story published in The Verge, a technology blog, in which she disclosed her participation in the study and permitted confidential information from the FaceID study to be published. Specifically, the story included a video comprised of photographs displaying confidential images her device had collected for the FaceID study.

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

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

On September 9, 2021, Apple notified Plaintiff it was terminating her employment effective the following day for her unauthorized disclosure of Apple confidential product-related information in violation of Apple policies and her obligations under the confidentiality agreements. Apple also concluded that she had failed to cooperate and to provide accurate and complete information during Apple's investigation process.

Apple treated Plaintiff the same as other employees who similarly failed to protect Apple's intellectual property and improperly disclosed confidential product information without authorization.

(b) State the complete legal basis for each defense;

The Court's March 30, 2026 Order sustained Apple's objection to this subpart and accordingly, Apple will not provide a response. *See* Dkt. No. 327 at 3:2-3.

(c) Identify all Documents that support each defense; and,

APL-GAELG_00000006; APL-GAELG_00000020; APL-GAELG_00000856; APL-GAELG_00001053; APL-GAELG_00001126; APL-GAELG_00001135; APL-GAELG_00001140; APL-GAELG_00001506; APL-GAELG_00001513; APL-GAELG_00001582; APL-GAELG_00001749; APL-GAELG_00001760; APL-GAELG_00002096; APL-GAELG_00002248; APL-GAELG_00002271; APL-GAELG_00002274; APL-GAELG_00002277; APL-GAELG_00002279; APL-GAELG_00002280; APL-GAELG_00002281; APL-GAELG_00002678; APL-GAELG_00002717; APL-GAELG_00002727; APL-GAELG_00002798; APL-GAELG_00002800; APL-GAELG_00002801; APL-GAELG_00002802; APL-GAELG_00002803; APL-GAELG_00002804; APL-GAELG_00002820; APL-GAELG_00002822; APL-GAEGL_00002824.

(d) Identify all Persons with knowledge of facts supporting each defense.

Apple objects to providing the names of everyone with knowledge of facts supporting this defense on the ground that it is overbroad and burdensome. Subject to, and without waiving this objection, Apple responds that the most knowledgeable persons are: Plaintiff; Yannick Bertolus; Aleks Kagramanov; Ekelemchi Okpo; Megan Bowman.

Affirmative Defense No. 2: "As a separate defense to the Fifth Amended Complaint and to each claim therein, Apple alleges that, should it be determined that Plaintiff was damaged, then said damages were proximately caused by Plaintiff's own conduct. Plaintiff was placed on paid administrative leave per her own request. Plaintiff's employment was terminated for legitimate, non-discriminatory and/or non-retaliatory business reasons. Specifically, Apple determined that she

had engaged in conduct that warrants termination of employment, including, but not limited to, violations of Apple policies. Plaintiff disclosed confidential product-related information in violation of Apple policies and her obligations under her Intellectual Property Agreement. Apple also found that she had failed to cooperate and to provide accurate and complete information during the Apple investigatory process."

(a) State the complete factual basis for each defense;

In May 2021, Plaintiff raised hostile work environment and gender bias concerns to Apple. Plaintiff met with Jenna Waibel in Employee Relations regarding her concerns and requested that she be permitted to go on administrative leave while the related investigation was ongoing. Apple granted this request, and informed Plaintiff that the leave would be paid with benefits and that Apple would complete its investigation while she was on leave. Her two-week leave began on May 24, 2021 and she returned to work on June 7, 2021.

In late July 2021, Plaintiff again raised hostile work environment concerns regarding managers in her department. Ekelemchi Okpo in Employee Relations met with Plaintiff about her request to identify both short- and long-term solutions to her perceived negative experiences with her managers. Plaintiff initially proposed multiple solutions, including transferring to a new role under new management or an exit package with compensation and benefits to mitigate the impact of what she alleged as a hostile work environment. On August 4, 2021, Plaintiff and Okpo met again. Plaintiff specifically requested to be placed on a paid administrative leave so as to not interact with her managers while Apple's investigation was ongoing. Immediately after the meeting, Okpo emailed Plaintiff to summarize their conversation. That email stated, in part, "I wanted to confirm our conversation a few minutes ago. Per your request, you are now on paid administrative leave so as not to interact with your managers." Okpo's message reiterated that Plaintiff would receive her regular pay and benefits during the time she was on paid administrative leave.

However, that same day, Plaintiff misrepresented her conversation and the agreement with Okpo multiple times—to colleagues, on Twitter, and to a reporter—claiming that Apple placed her on an involuntary and indefinite leave. In response to Plaintiff's public misrepresentations, the next day Apple offered Plaintiff the opportunity to return to work: "If you would like to return to work

and not remain on administrative leave as you requested we can make those arrangements." Plaintiff never responded to Apple's offer. Later in August, Okpo again made clear to Plaintiff that she was free to return to work even while the investigation was ongoing: "Regarding the leave, as discussed you requested to be on paid leave while I investigate your concerns. If you'd like to return to work we can make those arrangements." Plaintiff did not respond to this offer, either.

Plaintiff provided information to Okpo during the course of his investigation into her concerns that differed from the evidence obtained in the investigation, omitted relevant context and created a misleading impression of the underlying facts. On September 7, 2021, Okpo emailed Plaintiff asking to arrange a meeting to discuss "inconsistencies" he had identified – namely, between what Plaintiff selectively provided him and the underlying documents, including with respect to an incident regarding a Sous Chef at a local restaurant. Plaintiff refused to meet with Okpo, stating that she wanted to communicate only in writing.

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

During her employment, Plaintiff participated several user studies designed to collect data to help refine the algorithms for FaceID. These studies used an internal and proprietary application for uploading encrypted data the device collected for the study to Apple's encrypted servers. Apple required all participants—as a condition of participating—to maintain strict confidentiality. Plaintiff voluntarily chose to participate in the studies and signed the studies' Informed Consent Forms. The Informed Consent Forms expressly acknowledge that any information about the studies, including her participation, was confidential under the Confidentiality Agreement and could not to be disclosed to third parties. The form read, in part, "YOUR CONFIDENTIALITY OBLIGATIONS … By agreeing to participate in this study, you acknowledge that any information

about the Study, including any Study details or the fact of your participation, are considered Apple Confidential Information, and are covered by the obligations under your agreements with Apple." As a study participant, Plaintiff had to download and register the Glimmer app to use in the studies (which could only be done if she had signed the Informed Consent Forms), received emails about the studies, and on at least two occasions emailed the study leads to inquire about issues she was having with data collection related to these studies.

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

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

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

On August 28, 2021, Plaintiff tweeted details about a separate proprietary Apple study related to ear scans, which she learned about in connection with her employment, was invited to participate in, but ultimately declined to participate. The next day, Apple received a complaint through its Business Conduct Hotline that Plaintiff had publicly disclosed confidential information about the study.

On August 30, 2021, Plaintiff tweeted photographs of herself that were captured as part of

her voluntary participation in the FaceID study, thus disclosing confidential Apple product information. She also linked to a story published in The Verge, a technology blog, in which she disclosed her participation in the study and permitted confidential information from the FaceID study to be published. Specifically, the story included a video comprised of photographs displaying confidential images her device had collected for the FaceID study.

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

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

On September 9, 2021, Apple notified Plaintiff it was terminating her employment effective the following day for her unauthorized disclosure of Apple confidential product-related information in violation of Apple policies and her obligations under the confidentiality agreements. Apple also concluded that she had failed to cooperate and to provide accurate and complete information during Apple's investigation process.

Apple treated Plaintiff the same as other employees who similarly failed to protect Apple's intellectual property and improperly disclosed confidential product information without authorization.

(b) State the complete legal basis for each defense;

The Court's March 30, 2026 Order sustained Apple's objection to this subpart and

accordingly, Apple will not provide a response. *See* Dkt. No. 327 at 3:2-3.

(c) Identify all Documents that support each defense; and,

APL-GAELG_00000006; APL-GAELG_00000020; APL-GAELG_00000856; APL-GAELG_00001053; APL-GAELG_00001126; APL-GAELG_00001135; APL-GAELG_00001140; APL-GAELG_00001506; APL-GAELG_00001513; APL-GAELG_00001582; APL-GAELG_00001749; APL-GAELG_00001760; APL-GAELG_00002096; APL-GAELG_00002248; APL-GAELG_00002271; APL-GAELG_00002274; APL-GAELG_00002277; APL-GAELG_00002279; APL-GAELG_00002280; APL-GAELG_00002281; APL-GAELG_00002678; APL-GAELG_00002717; APL-GAELG_00002727; APL-GAELG_00002798; APL-GAELG_00002800; APL-GAELG_00002801; APL-GAELG_00002802; APL-GAELG_00002803; APL-GAELG_00002804; APL-GAELG_00002820; APL-GAELG_00002822; APL-GAEGL_00002824.

(d) Identify all Persons with knowledge of facts supporting each defense.

Apple objects to providing the names of everyone with knowledge of facts supporting this defense on the ground that it is overbroad and burdensome. Subject to, and without waiving this objection, Apple responds that the most knowledgeable persons are: Plaintiff; Yannick Bertolus; Aleks Kagramanov; Ekelemchi Okpo; Megan Bowman.

Affirmative Defense No. 3: "As a separate defense to the Fifth Amended Complaint and to each claim therein, Apple alleges that Plaintiff was an at-will employee with no entitlement to continued employment pursuant to Labor Code section 2922. Plaintiff's employment was terminated for legitimate, non-discriminatory and/or non-retaliatory business reasons. Specifically, Apple determined that she had engaged in conduct that warrants termination of employment, including, but not limited to, violations of Apple policies. Plaintiff disclosed confidential product-related information in violation of Apple policies and her obligations under her Intellectual Property Agreement. Apple also found that she had failed to cooperate and to provide accurate and complete information during the Apple investigatory process."

(a) State the complete factual basis for each defense;

On January 31, 2015, Plaintiff accepted a position at Apple. The January 30, 2015 offer letter stated, "Your employment relationship with Apple will be at will. This means that either you or Apple may terminate the employment relationship at any time and for any or no reason with or without notice." On January 13, 2017, Plaintiff accepted a different position at Apple. The offer letter stated, "Your employment relationship with Apple will continue to be at will. This means that either you or Apple may terminate the employment relationship at any time and for any or no reason with or without notice."

In late July 2021, Plaintiff raised hostile work environment concerns regarding managers in her department. Plaintiff provided information to Ekelemchi Okpo in Employee Relations during the course of his investigation into her concerns that differed from the evidence obtained in the investigation, omitted relevant context and created a misleading impression of the underlying facts. On September 7, 2021, Okpo emailed Plaintiff asking to arrange a meeting to discuss "inconsistencies" he had identified – namely, between what Plaintiff selectively provided him and the underlying documents, including with respect to an incident regarding a Sous Chef at a local restaurant. Plaintiff refused to meet with Okpo, stating that she wanted to communicate only in writing.

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

During her employment, Plaintiff participated several user studies designed to collect data to help refine the algorithms for FaceID. These studies used an internal and proprietary application for uploading encrypted data the device collected for the study to Apple's encrypted servers. Apple required all participants—as a condition of participating—to maintain strict confidentiality. Plaintiff voluntarily chose to participate in the studies and signed the studies' Informed Consent

Forms. The Informed Consent Forms expressly acknowledge that any information about the studies, including her participation, was confidential under the Confidentiality Agreement and could not to be disclosed to third parties. The form read, in part, "YOUR CONFIDENTIALITY OBLIGATIONS … By agreeing to participate in this study, you acknowledge that any information about the Study, including any Study details or the fact of your participation, are considered Apple Confidential Information, and are covered by the obligations under your agreements with Apple." As a study participant, Plaintiff had to download and register the Glimmer app to use in the studies (which could only be done if she had signed the Informed Consent Forms), received emails about the studies, and on at least two occasions emailed the study leads to inquire about issues she was having with data collection related to these studies.

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

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

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

On August 28, 2021, Plaintiff tweeted details about a separate proprietary Apple study related to ear scans, which she learned about in connection with her employment, was invited to

participate in, but ultimately declined to participate. The next day, Apple received a complaint through its Business Conduct Hotline that Plaintiff had publicly disclosed confidential information about the study.

On August 30, 2021, Plaintiff tweeted photographs of herself that were captured as part of her voluntary participation in the FaceID study, thus disclosing confidential Apple product information. She also linked to a story published in The Verge, a technology blog, in which she disclosed her participation in the study and permitted confidential information from the FaceID study to be published. Specifically, the story included a video comprised of photographs displaying confidential images her device had collected for the FaceID study.

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

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

On September 9, 2021, Apple notified Plaintiff it was terminating her employment effective the following day for her unauthorized disclosure of Apple confidential product-related information in violation of Apple policies and her obligations under the confidentiality agreements. Apple also concluded that she had failed to cooperate and to provide accurate and complete information during Apple's investigation process.

Apple treated Plaintiff the same as other employees who similarly failed to protect Apple's

intellectual property and improperly disclosed confidential product information without authorization.

(b) State the complete legal basis for each defense;

The Court's March 30, 2026 Order sustained Apple's objection to this subpart and accordingly, Apple will not provide a response. *See* Dkt. No. 327 at 3:2-3.

(c) Identify all Documents that support each defense; and,

APL-GAELG_00000001; APL-GAELG_00000006; APL-GAELG_00000017; APL-GAELG_00000020; APL-GAELG_00001140; APL-GAELG_00001513; APL-GAELG_00001582; APL-GAELG_00001749; APL-GAELG_00001760; APL-GAELG_00002096; APL-GAELG_00002248; APL-GAELG_00002271; APL-GAELG_00002274; APL-GAELG_00002277; APL-GAELG_00002279; APL-GAELG_00002280; APL-GAELG_00002281; APL-GAELG_00002678; APL-GAELG_00002717; APL-GAELG_00002727; APL-GAELG_00002798; APL-GAELG_00002800; APL-GAELG_00002801; APL-GAELG_00002802; APL-GAELG_00002803; APL-GAELG_00002804.

(d) Identify all Persons with knowledge of facts supporting each defense.

Apple objects to providing the names of everyone with knowledge of facts supporting this defense on the ground that it is overbroad and burdensome. Subject to, and without waiving this objection, Apple responds that the most knowledgeable persons are: Plaintiff; Yannick Bertolus; Aleks Kagramanov; Ekelemchi Okpo; Megan Bowman.

Affirmative Defense No. 4: "As a separate defense to the Fifth Amended Complaint and to each claim therein, Apple alleges that Plaintiff consented to certain of the conduct that she now claims was wrongful."

(a) State the complete factual basis for each defense;

Plaintiff has alleged that certain conduct of Apple unlawfully violated her rights or that she was subjected to certain conduct against her will when she in fact consented to the conduct at issue.

Plaintiff requested administrative leave on two occasions. In May 2021, Plaintiff met with Jenna Waibel in Employee Relations regarding her concerns and requested that she be permitted to

go on administrative leave while the related investigation was ongoing. Apple granted this request, and informed Plaintiff that the leave would be paid with benefits and that Apple would complete its investigation while she was on leave. Her two-week leave began on May 24, 2021 and she returned to work on June 7, 2021.

In late June and July 2021, Ekelemchi Okpo in Employee Relations met with Plaintiff about additional concerns she had raised. On August 4, 2021, Plaintiff and Okpo met again. Plaintiff specifically requested to be placed on a paid administrative leave so as to not interact with her managers while Apple's investigation was ongoing. Immediately after the meeting, Okpo emailed Plaintiff to summarize their conversation. That email stated, in part, "I wanted to confirm our conversation a few minutes ago. Per your request, you are now on paid administrative leave so as not to interact with your managers." Okpo's message reiterated that Plaintiff would receive her regular pay and benefits during the time she was on paid administrative leave. After learning that Plaintiff publicized on Twitter that she was placed on involuntary leave, Okpo twice offered to reinstate Plaintiff from paid leave. Plaintiff did not respond to either offer.

Plaintiff consented to participate in FaceID studies during her employment. Apple required all participants—as a condition of participating—to maintain strict confidentiality. Plaintiff voluntarily chose to participate in the study and signed the studies' Informed Consent Forms expressly acknowledging that any information about the studies, including her participation, was confidential under the Confidentiality Agreement and could not to be disclosed to third parties. The form read, in part, "YOUR CONFIDENTIALITY OBLIGATIONS … By agreeing to participate in this study, you acknowledge that any information about the Study, including any Study details or the fact of your participation, are considered Apple Confidential Information, and are covered by the obligations under your agreements with Apple." By signing the Informed Consent Forms to participate in the study, Plaintiff consented to participate in the study, as well as to keep information about the study confidential.

(b) State the complete legal basis for each defense;

The Court's March 30, 2026 Order sustained Apple's objection to this subpart and accordingly, Apple will not provide a response. *See* Dkt. No. 327 at 3:2-3.

(c) Identify all Documents that support each defense; and,

APL-GAELG_00000856; APL-GAELG_00001053; APL-GAELG_00001126; APL-GAELG_00001506; APL-GAELG_00002096; APL-GAELG_00002751; APL-GAELG_00002778; APL-GAELG_00002780; APL-GAELG_00002781; APL-GAELG_00002788; APL-GAELG_00002820; APL-GAELG_00002822; APL-GAELG_00002824; APL-GAELG_00002860; APL-GAELG_00002861.

(d) Identify all Persons with knowledge of facts supporting each defense.

Apple objects to providing the names of everyone with knowledge of facts supporting this defense on the ground that it is overbroad and burdensome. Subject to, and without waiving this objection, Apple responds that the most knowledgeable persons are: Plaintiff; Robert McKeon Aloe; Ekelemchi Okpo; Jenna Waibel.

Affirmative Defense No. 5: "As a separate defense to the Fifth Amended Complaint and to each claim therein, Apple alleges that recovery in this action by Plaintiff is barred in whole or in part to the extent Plaintiff failed to exercise reasonable care and diligence to mitigate any damages allegedly accruing to her. Plaintiff had a duty to mitigate any damages by seeking alternative employment, and if she did not exercise reasonable care and diligence to seek alternative employment, her failure to do so precludes her from recovering damages for lost wages. Apple is currently unaware of the efforts, if any, which Plaintiff took to seek alternative employment, and asserts this defense to preserve its right to limit or reduce any potential damages awarded to Plaintiff pending further discovery."

(a) State the complete factual basis for each defense;

Plaintiff produced tax returns for 2021, 2022, 2023, and 2024, which appear to reflect some post-termination income. In response to Apple's Interrogatory No. 3, Plaintiff has produced some information regarding her post-termination employment, including identification of a year-long contract with Northeastern University, and she has produced some documents reflecting efforts to apply to jobs following her employment at Apple. However, Plaintiff's response to Apple's Interrogatory No. 11 ("Describe how you have attempted to minimize the amount of your lost income that you attribute to Defendant under Counts One, Two, Three, and Four in the 5AC.") does

not demonstrate that Plaintiff exercised reasonable care and diligence to mitigate any damages, and Plaintiff has not provided documents that fully evidence reasonable mitigation efforts.

(b) State the complete legal basis for each defense;

The Court's March 30, 2026 Order sustained Apple's objection to this subpart and accordingly, Apple will not provide a response. *See* Dkt. No. 327 at 3:2-3.

(c) Identify all Documents that support each defense; and,

Plaintiff's responses to Apple's Interrogatory Nos. 3 and 11 and the absence of sufficient evidence from Plaintiff regarding her mitigation efforts.

(d) Identify all Persons with knowledge of facts supporting each defense.

Plaintiff.

Affirmative Defense No. 6: "As a separate defense to the Fifth Amended Complaint and to each claim therein, Apple is entitled to an offset for any monies Plaintiff received from any source after Plaintiff ceased to be employed by Apple under the doctrine prohibiting double recovery set forth by *Witt v. Jackson*, 57 Cal. 2d 57 (1961), and its progeny. Plaintiff had a duty to mitigate any damages by seeking alternative employment, and if she did obtain alternative employment, that income should offset any damages, if awarded. Apple is currently unaware of the extent, if any, to which Plaintiff received income through alternative employment, and asserts this defense to preserve its right to an offset pending further discovery."

(a) State the complete factual basis for each defense;

Plaintiff produced purported tax returns for 2021, 2022, 2023, and 2024, which appear to reflect some post-termination income.

(b) State the complete legal basis for each defense;

The Court's March 30, 2026 Order sustained Apple's objection to this subpart and accordingly, Apple will not provide a response. *See* Dkt. No. 327 at 3:2-3.

(c) Identify all Documents that support each defense; and,

Plaintiff's tax returns for 2021, 2022, 2023, and 2024, and the notice of her Chapter 7 bankruptcy (Dkt. No. 238), as well as documents by Plaintiff in that bankruptcy proceeding.

(d) Identify all Persons with knowledge of facts supporting each defense.

Plaintiff.

Affirmative Defense No. 7: "As a separate defense to the Fifth Amended Complaint and to claim therein, Apple alleges that Plaintiff's recovery is barred in whole or in part by her own unclean hands and by the doctrines of unclean hands, *in pari delicto* and/or after-acquired evidence, or in the alternative, these doctrines cut off or reduce her alleged damages. Plaintiff's employment was terminated for legitimate, non-discriminatory and/or non-retaliatory business reasons. Specifically, Apple determined that she had engaged in conduct that warrants termination of employment, including, but not limited to, violations of Apple policies. Plaintiff disclosed confidential product-related information in violation of Apple policies and her obligations under her Intellectual Property Agreement. Apple also found that she had failed to cooperate and to provide accurate and complete information during the Apple investigatory process. Moreover, Apple learned—shortly after Plaintiff's employment was terminated—that Plaintiff admitted that she disclosed confidential product-related information to a journalist at the Verge in violation of Apple policies and her obligations under her Intellectual Property Agreement. Moreover, in the years since Plaintiff's employment was terminated, Plaintiff has continued to provide inaccurate and/or incomplete information to government entities and the public."

(a) State the complete factual basis for each defense;

In late July 2021, Plaintiff raised hostile work environment concerns regarding managers in her department. Plaintiff provided information to Ekelemchi Okpo in Employee Relations during the course of his investigation into her concerns that differed from the evidence obtained in the investigation, omitted relevant context and created a misleading impression of the underlying facts. On September 7, 2021, Okpo emailed Plaintiff asking to arrange a meeting to discuss "inconsistencies" he had identified – namely, between what Plaintiff selectively provided him and the underlying documents, including with respect to an incident regarding a Sous Chef at a local restaurant. Plaintiff refused to meet with Okpo, stating that she wanted to communicate only in writing.

As a Senior Engineering Program Manager, Plaintiff had access to proprietary and trade secret information about unreleased products and features under development, which was shared

internally only with those who had a business need to know. From time to time, Plaintiff was given the opportunity to participate in new product or feature user studies and to test unreleased prototypes. Participation in certain studies was voluntary and required her to agree to confidentiality obligations that prohibited her from disclosing any information about the existence of the study or her participation in it.

During her employment, Plaintiff participated several user studies designed to collect data to help refine the algorithms for FaceID. These studies used an internal and proprietary application for uploading encrypted data the device collected for the study to Apple's encrypted servers. Apple required all participants—as a condition of participating—to maintain strict confidentiality. Plaintiff voluntarily chose to participate in the studies and signed the studies' Informed Consent Forms. The Informed Consent Forms expressly acknowledge that any information about the studies, including her participation, was confidential under the Confidentiality Agreement and could not to be disclosed to third parties. The form read, in part, "YOUR CONFIDENTIALITY OBLIGATIONS … By agreeing to participate in this study, you acknowledge that any information about the Study, including any Study details or the fact of your participation, are considered Apple Confidential Information, and are covered by the obligations under your agreements with Apple." As a study participant, Plaintiff had to download and register the Glimmer app to use in the studies (which could only be done if she had signed the Informed Consent Forms), received emails about the studies, and on at least two occasions emailed the study leads to inquire about issues she was having with data collection related to these studies.

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

(a) Trade secrets, R&D records, reports, samples, manuals, plans, specifications, inventions, ideas, designs, prototypes, software, source code, or any other materials or information

relating to past, existing, and future products and services whether or not developed, marketed, used, or rejected by Apple or persons or companies dealing with Apple . . .

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

On August 28, 2021, Plaintiff tweeted details about a separate proprietary Apple study related to ear scans, which she learned about in connection with her employment, was invited to participate in, but ultimately declined to participate. The next day, Apple received a complaint through its Business Conduct Hotline that Plaintiff had publicly disclosed confidential information about the study.

On August 30, 2021, Plaintiff tweeted photographs of herself that were captured as part of her voluntary participation in the FaceID study, thus disclosing confidential Apple product information. She also linked to a story published in The Verge, a technology blog, in which she disclosed her participation in the study and permitted confidential information from the FaceID study to be published. Specifically, the story included a video comprised of photographs displaying confidential images her device had collected for the FaceID study.

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

Upon learning of her unauthorized disclosures, Apple launched an investigation. On September 9, 2021, an Apple investigator requested to speak with Plaintiff as part of that investigation. Plaintiff refused to speak with the investigator, and Apple completed its investigation

based on the available information, including her publicly available Twitter posts. Based on clear evidence, Apple concluded that Plaintiff had improperly disclosed confidential Apple product information without authorization and had violated her confidentiality obligations barring disclosure of non-public information relating to product development and research.

On September 9, 2021, Apple notified Plaintiff it was terminating her employment effective the following day for her unauthorized disclosure of Apple confidential product-related information in violation of Apple policies and her obligations under the confidentiality agreements. Apple also concluded that she had failed to cooperate and to provide accurate and complete information during Apple's investigation process.

Apple treated Plaintiff the same as other employees who similarly failed to protect Apple's intellectual property and improperly disclosed confidential product information without authorization.

Moreover, after Plaintiff's employment was terminated, an Apple employee made a report to the Business Conduct Helpline that Plaintiff had publicly disclosed information about the FaceID study. The employee attached screenshots of text messages they had exchanged with Plaintiff dated August 2021. In the text messages, Plaintiff described how she disclosed confidential information about the FaceID study to a reporter from The Verge.

Further, in the years since Plaintiff's employment was terminated, Plaintiff has continued to provide inaccurate and/or incomplete information to government entities and the public. *See, e.g.*, Dkt. No. 142 at 17, ¶ 97; *id.* at 21, ¶ 132; *id.* at 27-28, ¶ 183.

(b) State the complete legal basis for each defense;

The Court's March 30, 2026 Order sustained Apple's objection to this subpart and accordingly, Apple will not provide a response. *See* Dkt. No. 327 at 3:2-3.

(c) Identify all Documents that support each defense; and,

APL-GAELG_00000006; APL-GAELG_00000020; APL-GAELG_00000775; APL-GAELG_00001140; APL-GAELG_00001506; APL-GAELG_00001513; APL-GAELG_00001582; APL-GAELG_00001749; APL-GAELG_00001760; APL-GAELG_00002096; APL-GAELG_00002248; APL-GAELG_00002259;

APL-GAELG_00002271; APL-GAELG_00002274; APL-GAELG_00002277; APL-GAELG_00002279; APL-GAELG_00002280; APL-GAELG_00002281; APL-GAELG_00002678; APL-GAELG_00002717; APL-GAELG_00002727; APL-GAELG_00002798; APL-GAELG_00002800; APL-GAELG_00002801; APL-GAELG_00002802; APL-GAELG_00002803; APL-GAELG_00002804.

(d) Identify all Persons with knowledge of facts supporting each defense.

Apple objects to providing the names of everyone with knowledge of facts supporting this defense on the ground that it is overbroad and burdensome. Subject to, and without waiving this objection, Apple responds that the most knowledgeable persons are: Plaintiff; Yannick Bertolus; Aleks Kagramanov; Ekelemchi Okpo; Megan Bowman.

Affirmative Defense No. 8: "As a separate defense to the Fifth Amended Complaint and to each claim therein, Apple alleges that assuming *arguendo* that discriminatory or retaliatory reasons had been a motivating factor in any employment decision toward Plaintiff (which they were not), Apple would have made the same decisions toward Plaintiff in any case for legitimate, non-discriminatory and/or non-retaliatory business reasons. *Harris v. City of Santa Monica*, 56 Cal.4th 203 (2013). Plaintiff was placed on paid administrative leave per her own request. Plaintiff's employment was terminated for legitimate, non-discriminatory and/or non-retaliatory business reasons. Specifically, Apple determined that she had engaged in conduct that warrants termination of employment, including, but not limited to, violations of Apple policies. Plaintiff disclosed confidential product-related information in violation of Apple policies and her obligations under her Intellectual Property Agreement. Apple also found that she had failed to cooperate and to provide accurate and complete information during the Apple investigatory process."

(a) State the complete factual basis for each defense;

In May 2021, Plaintiff raised hostile work environment and gender bias concerns to Apple. Plaintiff met with Jenna Waibel in Employee Relations regarding her concerns and requested that she be permitted to go on administrative leave while the related investigation was ongoing. Apple granted this request, and informed Plaintiff that the leave would be paid with benefits and that Apple would complete its investigation while she was on leave. Her two-week leave began on May

24, 2021 and she returned to work on June 7, 2021.

In late July 2021, Plaintiff again raised hostile work environment concerns regarding managers in her department. Ekelemchi Okpo in Employee Relations met with Plaintiff about her request to identify both short- and long-term solutions to her perceived negative experiences with her managers. Plaintiff initially proposed multiple solutions, including transferring to a new role under new management or an exit package with compensation and benefits to mitigate the impact of what she alleged as a hostile work environment. On August 4, 2021, Plaintiff and Okpo met again. Plaintiff specifically requested to be placed on a paid administrative leave so as to not interact with her managers while Apple's investigation was ongoing. Immediately after the meeting, Okpo emailed Plaintiff to summarize their conversation. That email stated, in part, "I wanted to confirm our conversation a few minutes ago. Per your request, you are now on paid administrative leave so as not to interact with your managers." Okpo's message reiterated that Plaintiff would receive her regular pay and benefits during the time she was on paid administrative leave.

However, that same day, Plaintiff misrepresented her conversation and the agreement with Okpo multiple times—to colleagues, on Twitter, and to a reporter—claiming that Apple placed her on an involuntary and indefinite leave. In response to Plaintiff's public misrepresentations, the next day Apple offered Plaintiff the opportunity to return to work: "If you would like to return to work and not remain on administrative leave as you requested we can make those arrangements." Plaintiff never responded to Apple's offer. Later in August, Okpo again made clear to Plaintiff that she was free to return to work even while the investigation was ongoing: "Regarding the leave, as discussed you requested to be on paid leave while I investigate your concerns. If you'd like to return to work we can make those arrangements." Plaintiff did not respond to this offer, either.

Plaintiff provided information to Okpo during the course of his investigation into her concerns that differed from the evidence obtained in the investigation, omitted relevant context and created a misleading impression of the underlying facts. On September 7, 2021, Okpo emailed Plaintiff asking to arrange a meeting to discuss "inconsistencies" he had identified – namely, between what Plaintiff selectively provided him and the underlying documents, including with respect to an incident regarding a Sous Chef at a local restaurant. Plaintiff refused to meet with

Okpo, stating that she wanted to communicate only in writing.

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

During her employment, Plaintiff participated several user studies designed to collect data to help refine the algorithms for FaceID. These studies used an internal and proprietary application for uploading encrypted data the device collected for the study to Apple's encrypted servers. Apple required all participants—as a condition of participating—to maintain strict confidentiality. Plaintiff voluntarily chose to participate in the studies and signed the studies' Informed Consent Forms. The Informed Consent Forms expressly acknowledge that any information about the studies, including her participation, was confidential under the Confidentiality Agreement and could not to be disclosed to third parties. The form read, in part, "YOUR CONFIDENTIALITY OBLIGATIONS … By agreeing to participate in this study, you acknowledge that any information about the Study, including any Study details or the fact of your participation, are considered Apple Confidential Information, and are covered by the obligations under your agreements with Apple." As a study participant, Plaintiff had to download and register the Glimmer app to use in the studies (which could only be done if she had signed the Informed Consent Forms), received emails about the studies, and on at least two occasions emailed the study leads to inquire about issues she was having with data collection related to these studies.

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

prohibited from disseminating the following:

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

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

On August 28, 2021, Plaintiff tweeted details about a separate proprietary Apple study related to ear scans, which she learned about in connection with her employment, was invited to participate in, but ultimately declined to participate. The next day, Apple received a complaint through its Business Conduct Hotline that Plaintiff had publicly disclosed confidential information about the study.

On August 30, 2021, Plaintiff tweeted photographs of herself that were captured as part of her voluntary participation in the FaceID study, thus disclosing confidential Apple product information. She also linked to a story published in The Verge, a technology blog, in which she disclosed her participation in the study and permitted confidential information from the FaceID study to be published. Specifically, the story included a video comprised of photographs displaying confidential images her device had collected for the FaceID study.

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

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

On September 9, 2021, Apple notified Plaintiff it was terminating her employment effective the following day for her unauthorized disclosure of Apple confidential product-related information in violation of Apple policies and her obligations under the confidentiality agreements. Apple also concluded that she had failed to cooperate and to provide accurate and complete information during Apple's investigation process.

Apple treated Plaintiff the same as other employees who similarly failed to protect Apple's intellectual property and improperly disclosed confidential product information without authorization.

(b) State the complete legal basis for each defense;

The Court's March 30, 2026 Order sustained Apple's objection to this subpart and accordingly, Apple will not provide a response. *See* Dkt. No. 327 at 3:2-3.

(c) Identify all Documents that support each defense; and,

APL-GAELG_00000006; APL-GAELG_00000020; APL-GAELG_00000856; APL-GAELG_00001053; APL-GAELG_00001126; APL-GAELG_00001135; APL-GAELG_00001140; APL-GAELG_00001506; APL-GAELG_00001513; APL-GAELG_00001582; APL-GAELG_00001749; APL-GAELG_00001760; APL-GAELG_00002096; APL-GAELG_00002248; APL-GAELG_00002271; APL-GAELG_00002274; APL-GAELG_00002277; APL-GAELG_00002279; APL-GAELG_00002280; APL-GAELG_00002281; APL-GAELG_00002678; APL-GAELG_00002717; APL-GAELG_00002727; APL-GAELG_00002798; APL-GAELG_00002800; APL-GAELG_00002801; APL-GAELG_00002802;

APL-GAELG_00002803; APL-GAELG_00002804; APL-GAELG_00002820; APL-GAELG_00002822; APL-GAEGL_00002824.

(d) Identify all Persons with knowledge of facts supporting each defense.

Apple objects to providing the names of everyone with knowledge of facts supporting this defense on the ground that it is overbroad and burdensome. Subject to, and without waiving this objection, Apple responds that the most knowledgeable persons are: Plaintiff; Yannick Bertolus; Aleks Kagramanov; Ekelemchi Okpo; Megan Bowman.

Affirmative Defense No. 9: "As a separate defense to the Fifth Amended Complaint and to each claim therein, Apple alleges that any alleged action that it took with respect to Plaintiff was privileged and justified and protected by the doctrine of business necessity. Plaintiff was placed on paid administrative leave per her own request. Plaintiff's employment was terminated for legitimate, non-discriminatory and/or non-retaliatory business reasons. Specifically, Apple determined that she had engaged in conduct that warrants termination of employment, including, but not limited to, violations of Apple policies. Plaintiff disclosed confidential product-related information in violation of Apple policies and her obligations under her Intellectual Property Agreement. Apple also found that she had failed to cooperate and to provide accurate and complete information during the Apple investigatory process."

(a) State the complete factual basis for each defense;

In May 2021, Plaintiff raised hostile work environment and gender bias concerns to Apple. Plaintiff met with Jenna Waibel in Employee Relations regarding her concerns and requested that she be permitted to go on administrative leave while the related investigation was ongoing. Apple granted this request, and informed Plaintiff that the leave would be paid with benefits and that Apple would complete its investigation while she was on leave. Her two-week leave began on May 24, 2021 and she returned to work on June 7, 2021.

In late July 2021, Plaintiff again raised hostile work environment concerns regarding managers in her department. Ekelemchi Okpo in Employee Relations met with Plaintiff about her request to identify both short- and long-term solutions to her perceived negative experiences with her managers. Plaintiff initially proposed multiple solutions, including transferring to a new role

under new management or an exit package with compensation and benefits to mitigate the impact of what she alleged as a hostile work environment. On August 4, 2021, Plaintiff and Okpo met again. Plaintiff specifically requested to be placed on a paid administrative leave so as to not interact with her managers while Apple's investigation was ongoing. Immediately after the meeting, Okpo emailed Plaintiff to summarize their conversation. That email stated, in part, "I wanted to confirm our conversation a few minutes ago. Per your request, you are now on paid administrative leave so as not to interact with your managers." Okpo's message reiterated that Plaintiff would receive her regular pay and benefits during the time she was on paid administrative leave.

However, that same day, Plaintiff misrepresented her conversation and the agreement with Okpo multiple times—to colleagues, on Twitter, and to a reporter—claiming that Apple placed her on an involuntary and indefinite leave. In response to Plaintiff's public misrepresentations, the next day Apple offered Plaintiff the opportunity to return to work: "If you would like to return to work and not remain on administrative leave as you requested we can make those arrangements." Plaintiff never responded to Apple's offer. Later in August, Okpo again made clear to Plaintiff that she was free to return to work even while the investigation was ongoing: "Regarding the leave, as discussed you requested to be on paid leave while I investigate your concerns. If you'd like to return to work we can make those arrangements." Plaintiff did not respond to this offer, either.

Plaintiff provided information to Okpo during the course of his investigation into her concerns that differed from the evidence obtained in the investigation, omitted relevant context and created a misleading impression of the underlying facts. On September 7, 2021, Okpo emailed Plaintiff asking to arrange a meeting to discuss "inconsistencies" he had identified – namely, between what Plaintiff selectively provided him and the underlying documents, including with respect to an incident regarding a Sous Chef at a local restaurant. Plaintiff refused to meet with Okpo, stating that she wanted to communicate only in writing.

As a Senior Engineering Program Manager, Plaintiff had access to proprietary and trade secret information about unreleased products and features under development, which was shared internally only with those who had a business need to know. From time to time, Plaintiff was given the opportunity to participate in new product or feature user studies and to test unreleased

prototypes. Participation in certain studies was voluntary and required her to agree to confidentiality obligations that prohibited her from disclosing any information about the existence of the study or her participation in it.

During her employment, Plaintiff participated several user studies designed to collect data to help refine the algorithms for FaceID. These studies used an internal and proprietary application for uploading encrypted data the device collected for the study to Apple's encrypted servers. Apple required all participants—as a condition of participating—to maintain strict confidentiality. Plaintiff voluntarily chose to participate in the studies and signed the studies' Informed Consent Forms. The Informed Consent Forms expressly acknowledge that any information about the studies, including her participation, was confidential under the Confidentiality Agreement and could not to be disclosed to third parties. The form read, in part, "YOUR CONFIDENTIALITY OBLIGATIONS … By agreeing to participate in this study, you acknowledge that any information about the Study, including any Study details or the fact of your participation, are considered Apple Confidential Information, and are covered by the obligations under your agreements with Apple." As a study participant, Plaintiff had to download and register the Glimmer app to use in the studies (which could only be done if she had signed the Informed Consent Forms), received emails about the studies, and on at least two occasions emailed the study leads to inquire about issues she was having with data collection related to these studies.

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

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

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

On August 28, 2021, Plaintiff tweeted details about a separate proprietary Apple study related to ear scans, which she learned about in connection with her employment, was invited to participate in, but ultimately declined to participate. The next day, Apple received a complaint through its Business Conduct Hotline that Plaintiff had publicly disclosed confidential information about the study.

On August 30, 2021, Plaintiff tweeted photographs of herself that were captured as part of her voluntary participation in the FaceID study, thus disclosing confidential Apple product information. She also linked to a story published in The Verge, a technology blog, in which she disclosed her participation in the study and permitted confidential information from the FaceID study to be published. Specifically, the story included a video comprised of photographs displaying confidential images her device had collected for the FaceID study.

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

Upon learning of her unauthorized disclosures, Apple launched an investigation. On September 9, 2021, an Apple investigator requested to speak with Plaintiff as part of that investigation. Plaintiff refused to speak with the investigator, and Apple completed its investigation based on the available information, including her publicly available Twitter posts. Based on clear evidence, Apple concluded that Plaintiff had improperly disclosed confidential Apple product

information without authorization and had violated her confidentiality obligations barring disclosure of non-public information relating to product development and research.

On September 9, 2021, Apple notified Plaintiff it was terminating her employment effective the following day for her unauthorized disclosure of Apple confidential product-related information in violation of Apple policies and her obligations under the confidentiality agreements. Apple also concluded that she had failed to cooperate and to provide accurate and complete information during Apple's investigation process.

Apple treated Plaintiff the same as other employees who similarly failed to protect Apple's intellectual property and improperly disclosed confidential product information without authorization.

(b) State the complete legal basis for each defense;

The Court's March 30, 2026 Order sustained Apple's objection to this subpart and accordingly, Apple will not provide a response. *See* Dkt. No. 327 at 3:2-3.

(c) Identify all Documents that support each defense; and,

APL-GAELG_00000006; APL-GAELG_00000020; APL-GAELG_00000856; APL-GAELG_00001053; APL-GAELG_00001126; APL-GAELG_00001135; APL-GAELG_00001140; APL-GAELG_00001506; APL-GAELG_00001513; APL-GAELG_00001582; APL-GAELG_00001749; APL-GAELG_00001760; APL-GAELG_00002096; APL-GAELG_00002248; APL-GAELG_00002271; APL-GAELG_00002274; APL-GAELG_00002277; APL-GAELG_00002279; APL-GAELG_00002280; APL-GAELG_00002281; APL-GAELG_00002678; APL-GAELG_00002717; APL-GAELG_00002727; APL-GAELG_00002798; APL-GAELG_00002800; APL-GAELG_00002801; APL-GAELG_00002802; APL-GAELG_00002803; APL-GAELG_00002804; APL-GAELG_00002820; APL-GAELG_00002822; APL-GAEGL_00002824.

(d) Identify all Persons with knowledge of facts supporting each defense.

Apple objects to providing the names of everyone with knowledge of facts supporting this defense on the ground that it is overbroad and burdensome. Subject to, and without waiving this

objection, Apple responds that the most knowledgeable persons are: Plaintiff; Yannick Bertolus; Aleks Kagramanov; Ekelemchi Okpo; Megan Bowman.

Affirmative Defense No. 10: "As a separate defense to the Fifth Amended Complaint and to each claim therein, Apple alleges that it at all times acted without malice, in good faith, and with reasonable grounds for believing its actions did not violate the law. Plaintiff was placed on paid administrative leave per her own request. Plaintiff's employment was terminated for legitimate, non-discriminatory and/or non-retaliatory business reasons. Specifically, Apple determined that she had engaged in conduct that warrants termination of employment, including, but not limited to, violations of Apple policies. Plaintiff disclosed confidential product-related information in violation of Apple policies and her obligations under her Intellectual Property Agreement. Apple also found that she had failed to cooperate and to provide accurate and complete information during the Apple investigatory process."

(a) State the complete factual basis for each defense;

In May 2021, Plaintiff raised hostile work environment and gender bias concerns to Apple. Plaintiff met with Jenna Waibel in Employee Relations regarding her concerns and requested that she be permitted to go on administrative leave while the related investigation was ongoing. Apple granted this request, and informed Plaintiff that the leave would be paid with benefits and that Apple would complete its investigation while she was on leave. Her two-week leave began on May 24, 2021 and she returned to work on June 7, 2021.

In late July 2021, Plaintiff again raised hostile work environment concerns regarding managers in her department. Ekelemchi Okpo in Employee Relations met with Plaintiff about her request to identify both short- and long-term solutions to her perceived negative experiences with her managers. Plaintiff initially proposed multiple solutions, including transferring to a new role under new management or an exit package with compensation and benefits to mitigate the impact of what she alleged as a hostile work environment. On August 4, 2021, Plaintiff and Okpo met again. Plaintiff specifically requested to be placed on a paid administrative leave so as to not interact with her managers while Apple's investigation was ongoing. Immediately after the meeting, Okpo emailed Plaintiff to summarize their conversation. That email stated, in part, "I wanted to confirm

our conversation a few minutes ago. Per your request, you are now on paid administrative leave so as not to interact with your managers." Okpo's message reiterated that Plaintiff would receive her regular pay and benefits during the time she was on paid administrative leave.

However, that same day, Plaintiff misrepresented her conversation and the agreement with Okpo multiple times—to colleagues, on Twitter, and to a reporter—claiming that Apple placed her on an involuntary and indefinite leave. In response to Plaintiff's public misrepresentations, the next day Apple offered Plaintiff the opportunity to return to work: "If you would like to return to work and not remain on administrative leave as you requested we can make those arrangements." Plaintiff never responded to Apple's offer. Later in August, Okpo again made clear to Plaintiff that she was free to return to work even while the investigation was ongoing: "Regarding the leave, as discussed you requested to be on paid leave while I investigate your concerns. If you'd like to return to work we can make those arrangements." Plaintiff did not respond to this offer, either.

Plaintiff provided information to Okpo during the course of his investigation into her concerns that differed from the evidence obtained in the investigation, omitted relevant context and created a misleading impression of the underlying facts. On September 7, 2021, Okpo emailed Plaintiff asking to arrange a meeting to discuss "inconsistencies" he had identified – namely, between what Plaintiff selectively provided him and the underlying documents, including with respect to an incident regarding a Sous Chef at a local restaurant. Plaintiff refused to meet with Okpo, stating that she wanted to communicate only in writing.

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

During her employment, Plaintiff participated several user studies designed to collect data to help refine the algorithms for FaceID. These studies used an internal and proprietary application

for uploading encrypted data the device collected for the study to Apple's encrypted servers. Apple required all participants—as a condition of participating—to maintain strict confidentiality. Plaintiff voluntarily chose to participate in the studies and signed the studies' Informed Consent Forms. The Informed Consent Forms expressly acknowledge that any information about the studies, including her participation, was confidential under the Confidentiality Agreement and could not to be disclosed to third parties. The form read, in part, "YOUR CONFIDENTIALITY OBLIGATIONS … By agreeing to participate in this study, you acknowledge that any information about the Study, including any Study details or the fact of your participation, are considered Apple Confidential Information, and are covered by the obligations under your agreements with Apple." As a study participant, Plaintiff had to download and register the Glimmer app to use in the studies (which could only be done if she had signed the Informed Consent Forms), received emails about the studies, and on at least two occasions emailed the study leads to inquire about issues she was having with data collection related to these studies.

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

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

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

[its] products and services, including future product offerings."

On August 28, 2021, Plaintiff tweeted details about a separate proprietary Apple study related to ear scans, which she learned about in connection with her employment, was invited to participate in, but ultimately declined to participate. The next day, Apple received a complaint through its Business Conduct Hotline that Plaintiff had publicly disclosed confidential information about the study.

On August 30, 2021, Plaintiff tweeted photographs of herself that were captured as part of her voluntary participation in the FaceID study, thus disclosing confidential Apple product information. She also linked to a story published in The Verge, a technology blog, in which she disclosed her participation in the study and permitted confidential information from the FaceID study to be published. Specifically, the story included a video comprised of photographs displaying confidential images her device had collected for the FaceID study.

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

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

On September 9, 2021, Apple notified Plaintiff it was terminating her employment effective the following day for her unauthorized disclosure of Apple confidential product-related information in violation of Apple policies and her obligations under the confidentiality agreements. Apple also

concluded that she had failed to cooperate and to provide accurate and complete information during Apple's investigation process.

Apple treated Plaintiff the same as other employees who similarly failed to protect Apple's intellectual property and improperly disclosed confidential product information without authorization.

(b) State the complete legal basis for each defense;

The Court's March 30, 2026 Order sustained Apple's objection to this subpart and accordingly, Apple will not provide a response. *See* Dkt. No. 327 at 3:2-3.

(c) Identify all Documents that support each defense; and,

APL-GAELG_00000006; APL-GAELG_00000020; APL-GAELG_00000856; APL-GAELG_00001053; APL-GAELG_00001126; APL-GAELG_00001135; APL-GAELG_00001140; APL-GAELG_00001506; APL-GAELG_00001513; APL-GAELG_00001582; APL-GAELG_00001749; APL-GAELG_00001760; APL-GAELG_00002096; APL-GAELG_00002248; APL-GAELG_00002271; APL-GAELG_00002274; APL-GAELG_00002277; APL-GAELG_00002279; APL-GAELG_00002280; APL-GAELG_00002281; APL-GAELG_00002678; APL-GAELG_00002717; APL-GAELG_00002727; APL-GAELG_00002798; APL-GAELG_00002800; APL-GAELG_00002801; APL-GAELG_00002802; APL-GAELG_00002803; APL-GAELG_00002804; APL-GAELG_00002820; APL-GAELG_00002822; APL-GAEGL_00002824.

(d) Identify all Persons with knowledge of facts supporting each defense.

Apple objects to providing the names of everyone with knowledge of facts supporting this defense on the ground that it is overbroad and burdensome. Subject to, and without waiving this objection, Apple responds that the most knowledgeable persons are: Plaintiff; Yannick Bertolus; Aleks Kagramanov; Ekelemchi Okpo; Megan Bowman.

Affirmative Defense No. 11: "As a separate defense to the Fifth Amended Complaint and to each claim therein, Apple alleges that Plaintiff's claims are barred in whole or in part by the applicable statutes of limitation, including Cal. Civ. Proc. Code §§ 335.1, 338(a), and 340(a)."

(a) State the complete factual basis for each defense;

To the extent Plaintiff alleges her retaliation claim is premised on any alleged adverse action occurring prior to September 7, 2020, it is barred by Cal. Civ. Proc. Code § 338(a) and § 340(a). *See* Dkt. No. 142 ¶ 110 ("This led Lagares to assign a new investigator, Ekelemchi Okpo, and open an additional investigation into Plaintiff's concerns starting in 2015.")

(b) State the complete legal basis for each defense;

The Court's March 30, 2026 Order sustained Apple's objection to this subpart and accordingly, Apple will not provide a response. *See* Dkt. No. 327 at 3:2-3.

(c) Identify all Documents that support each defense; and,

Dkt. No. 1; Dkt. No. 142.

(d) Identify all Persons with knowledge of facts supporting each defense.

Plaintiff; Ekelemchi Okpo.

Affirmative Defense No. 12: "As a separate defense to the Fifth Amended Complaint and to each claim therein, Apple alleges that any award of punitive damages in this case would violate the due process, equal protection and excessive fines provisions of the California and United States Constitutions."

(a) State the complete factual basis for each defense;

This is a purely legal defense. *See Scheffler v. Molin*, No. CIV. 11-3279 JNE/JJK, 2012 WL 3292894, at *6 (D. Minn. Aug. 10, 2012) ("some of the affirmative defenses Defendants raised in their Answer, such as failure to state a claim for which relief can be granted, involve 'issue of 'pure law'' not requiring any identification of facts").

(b) State the complete legal basis for each defense;

The Court's March 30, 2026 Order sustained Apple's objection to this subpart and accordingly, Apple will not provide a response. *See* Dkt. No. 327 at 3:2-3.

(c) Identify all Documents that support each defense; and,

Not applicable. *See Scheffler*, 2012 WL 3292894, at *6.

(d) Identify all Persons with knowledge of facts supporting each defense.

Not applicable. *See Scheffler*, 2012 WL 3292894, at *6.

Affirmative Defense No. 13: "As a separate defense to the Fifth Amended Complaint and to each claim therein, Apple alleges that it was fully justified, and exercised reasonable care, prudence, skill and business judgment with respect to Plaintiff, and any decisions with respect to Plaintiff were made without regard to Plaintiff's alleged disability, national origin, age or other protected basis. Plaintiff was placed on paid administrative leave per her own request. Plaintiff's employment was terminated for legitimate, non-discriminatory and/or non-retaliatory business reasons. Specifically, Apple determined that she had engaged in conduct that warrants termination of employment, including, but not limited to, violations of Apple policies. Plaintiff disclosed confidential product-related information in violation of Apple policies and her obligations under her Intellectual Property Agreement. Apple also found that she had failed to cooperate and to provide accurate and complete information during the Apple investigatory process."

(a) State the complete factual basis for each defense;

In May 2021, Plaintiff raised hostile work environment and gender bias concerns to Apple. Plaintiff met with Jenna Waibel in Employee Relations regarding her concerns and requested that she be permitted to go on administrative leave while the related investigation was ongoing. Apple granted this request, and informed Plaintiff that the leave would be paid with benefits and that Apple would complete its investigation while she was on leave. Her two-week leave began on May 24, 2021 and she returned to work on June 7, 2021.

In late July 2021, Plaintiff again raised hostile work environment concerns regarding managers in her department. Ekelemchi Okpo in Employee Relations met with Plaintiff about her request to identify both short- and long-term solutions to her perceived negative experiences with her managers. Plaintiff initially proposed multiple solutions, including transferring to a new role under new management or an exit package with compensation and benefits to mitigate the impact of what she alleged as a hostile work environment. On August 4, 2021, Plaintiff and Okpo met again. Plaintiff specifically requested to be placed on a paid administrative leave so as to not interact with her managers while Apple's investigation was ongoing. Immediately after the meeting, Okpo emailed Plaintiff to summarize their conversation. That email stated, in part, "I wanted to confirm our conversation a few minutes ago. Per your request, you are now on paid administrative leave so

as not to interact with your managers." Okpo's message reiterated that Plaintiff would receive her regular pay and benefits during the time she was on paid administrative leave.

However, that same day, Plaintiff misrepresented her conversation and the agreement with Okpo multiple times—to colleagues, on Twitter, and to a reporter—claiming that Apple placed her on an involuntary and indefinite leave. In response to Plaintiff's public misrepresentations, the next day Apple offered Plaintiff the opportunity to return to work: "If you would like to return to work and not remain on administrative leave as you requested we can make those arrangements." Plaintiff never responded to Apple's offer. Later in August, Okpo again made clear to Plaintiff that she was free to return to work even while the investigation was ongoing: "Regarding the leave, as discussed you requested to be on paid leave while I investigate your concerns. If you'd like to return to work we can make those arrangements." Plaintiff did not respond to this offer, either.

Plaintiff provided information to Okpo during the course of his investigation into her concerns that differed from the evidence obtained in the investigation, omitted relevant context and created a misleading impression of the underlying facts. On September 7, 2021, Okpo emailed Plaintiff asking to arrange a meeting to discuss "inconsistencies" he had identified – namely, between what Plaintiff selectively provided him and the underlying documents, including with respect to an incident regarding a Sous Chef at a local restaurant. Plaintiff refused to meet with Okpo, stating that she wanted to communicate only in writing.

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

During her employment, Plaintiff participated several user studies designed to collect data to help refine the algorithms for FaceID. These studies used an internal and proprietary application for uploading encrypted data the device collected for the study to Apple's encrypted servers. Apple

required all participants—as a condition of participating—to maintain strict confidentiality. Plaintiff voluntarily chose to participate in the studies and signed the studies' Informed Consent Forms. The Informed Consent Forms expressly acknowledge that any information about the studies, including her participation, was confidential under the Confidentiality Agreement and could not to be disclosed to third parties. The form read, in part, "YOUR CONFIDENTIALITY OBLIGATIONS … By agreeing to participate in this study, you acknowledge that any information about the Study, including any Study details or the fact of your participation, are considered Apple Confidential Information, and are covered by the obligations under your agreements with Apple." As a study participant, Plaintiff had to download and register the Glimmer app to use in the studies (which could only be done if she had signed the Informed Consent Forms), received emails about the studies, and on at least two occasions emailed the study leads to inquire about issues she was having with data collection related to these studies.

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

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

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

On August 28, 2021, Plaintiff tweeted details about a separate proprietary Apple study related to ear scans, which she learned about in connection with her employment, was invited to participate in, but ultimately declined to participate. The next day, Apple received a complaint through its Business Conduct Hotline that Plaintiff had publicly disclosed confidential information about the study.

On August 30, 2021, Plaintiff tweeted photographs of herself that were captured as part of her voluntary participation in the FaceID study, thus disclosing confidential Apple product information. She also linked to a story published in The Verge, a technology blog, in which she disclosed her participation in the study and permitted confidential information from the FaceID study to be published. Specifically, the story included a video comprised of photographs displaying confidential images her device had collected for the FaceID study.

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

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

On September 9, 2021, Apple notified Plaintiff it was terminating her employment effective the following day for her unauthorized disclosure of Apple confidential product-related information in violation of Apple policies and her obligations under the confidentiality agreements. Apple also concluded that she had failed to cooperate and to provide accurate and complete information during

Apple's investigation process.

Apple treated Plaintiff the same as other employees who similarly failed to protect Apple's intellectual property and improperly disclosed confidential product information without authorization.

(b) State the complete legal basis for each defense;

The Court's March 30, 2026 Order sustained Apple's objection to this subpart and accordingly, Apple will not provide a response. *See* Dkt. No. 327 at 3:2-3.

(c) Identify all Documents that support each defense; and,

APL-GAELG_00000006; APL-GAELG_00000020; APL-GAELG_00000856; APL-GAELG_00001053; APL-GAELG_00001126; APL-GAELG_00001135; APL-GAELG_00001140; APL-GAELG_00001506; APL-GAELG_00001513; APL-GAELG_00001582; APL-GAELG_00001749; APL-GAELG_00001760; APL-GAELG_00002096; APL-GAELG_00002248; APL-GAELG_00002271; APL-GAELG_00002274; APL-GAELG_00002277; APL-GAELG_00002279; APL-GAELG_00002280; APL-GAELG_00002281; APL-GAELG_00002678; APL-GAELG_00002717; APL-GAELG_00002727; APL-GAELG_00002798; APL-GAELG_00002800; APL-GAELG_00002801; APL-GAELG_00002802; APL-GAELG_00002803; APL-GAELG_00002804; APL-GAELG_00002820; APL-GAELG_00002822; APL-GAEGL_00002824.

(d) Identify all Persons with knowledge of facts supporting each defense.

Apple objects to providing the names of everyone with knowledge of facts supporting this defense on the ground that it is overbroad and burdensome. Subject to, and without waiving this objection, Apple responds that the most knowledgeable persons are: Plaintiff; Yannick Bertolus; Aleks Kagramanov; Ekelemchi Okpo; Megan Bowman.

Affirmative Defense No. 14: "As a separate defense to the Fifth Amended Complaint and to each claim therein, Apple alleges that it may be entitled to a setoff for any amounts paid to Plaintiff through workers' compensation. Apple is currently unaware of the extent, if any, to which Plaintiff has received such payments, and asserts this defense to preserve its right to a setoff pending

further discovery."

(a) State the complete factual basis for each defense;

Apple remains unaware of the extent, if any, to which Plaintiff has received workers' compensation payments and Plaintiff has failed to provide any such evidence.

(b) State the complete legal basis for each defense;

The Court's March 30, 2026 Order sustained Apple's objection to this subpart and accordingly, Apple will not provide a response. *See* Dkt. No. 327 at 3:2-3.

(c) Identify all Documents that support each defense; and,

Any documents supporting this defense are in Plaintiff's position.

(d) Identify all Persons with knowledge of facts supporting each defense.

Plaintiff.

Dated: April 6, 2026

ORRICK, HERRINGTON & SUTCLIFFE LLP

Melinda Riechert

MELINDA S. RIECHERT
Attorneys for Defendant
APPLE INC.

VERIFICATION

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

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

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

Executed in San Carlos, California on April 6, 2026.

Megan Bowman

Megan Bowman

CERTIFICATE OF SERVICE

I am more than eighteen years old and not a party to this action. My business address is Orrick, Herrington & Sutcliffe LLP, 1000 Marsh Road, Menlo Park, California 94025. On April 6, 2026, I served the following document(s):

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

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

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

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

Executed on April 6, 2026.

Melinda Riechert

Melinda S. Riechert