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APPLE INC.

17 UNITED STATES DISTRICT COURT
18 NORTHERN DISTRICT OF CALIFORNIA
19 SAN JOSE DIVISION

21 APPLE INC., a California corporation,
22 Plaintiff,

23 v.

24 RIVOS, INC., a Delaware corporation; WEN
25 SHIH-CHIEH a/k/a RICKY WEN, and
BHASI KAITHAMANA,
26 Defendants.

Case No. 5:22-cv-2637

COMPLAINT

- (1) Breach of Contract**
- (2) Violation of the Defend Trade Secrets Act (18 U.S.C. § 1836 et seq.)**

DEMAND FOR JURY TRIAL

1 Plaintiff Apple Inc. (“Apple”) brings this Complaint against Defendant Rivos, Inc.
2 (“Rivos”) and current Rivos employees Wen Shih-Chieh a/k/a Ricky Wen and Bhasi Kaithamana
3 (together, the “Individual Defendants”) (collectively, “Defendants”) and alleges as follows:

4 **INTRODUCTION**

5 1. Apple brings this action to prevent Rivos and its employees from exploiting
6 Apple’s most valuable trade secrets to compete with Apple unlawfully and unfairly.

7 2. Apple’s cutting-edge, advanced system-on-chip (“SoC”) designs, including its M1
8 laptop SoC and A15 mobile phone SoC, have revolutionized the personal and mobile computing
9 worlds. Apple has devoted billions of dollars and more than a decade of effort to develop the
10 proprietary technologies and expertise necessary to engineer these revolutionary SoC designs and
11 become a leader in the field of semiconductor design.

12 3. “Stealth mode” startup Rivos, which was founded to design and market its own
13 competing SoCs, has filled out its ranks with dozens of former Apple engineers. Starting in June
14 2021, Rivos began a coordinated campaign to target Apple employees with access to Apple
15 proprietary and trade secret information about Apple’s SoC designs. Apple promptly sent Rivos a
16 letter informing Rivos of the confidentiality obligations of Apple’s former employees, but Rivos
17 never responded.

18 4. After accepting their offers from Rivos, some of these employees took gigabytes
19 of sensitive SoC specifications and design files during their last days of employment with Apple.
20 Some used multiple USB storage drives to offload material to personal devices, accessed Apple’s
21 most proprietary specifications stored within collaboration applications, and used AirDrop to
22 transfer files to personal devices. Others saved voluminous presentations on existing and
23 unreleased Apple SoCs—marked Apple Proprietary and Confidential—to their personal cloud
24 storage drives. One even made a full Time Machine backup of his entire Apple device onto a
25 personal external drive. Apple has reason to believe that Rivos instructed at least some of these
26 individuals to download and install apps for encrypted communications before conducting further
27 conversations. And several of the employees deleted information or wiped their Apple devices
28 entirely to try to cover their tracks, later falsely representing to Apple that they had not done so.

1 5. Apple welcomes and values open competition and the innovation that can result.
 2 But that competition cannot be built on the back of trade secret theft. The sheer volume of
 3 information taken, the highly sensitive nature of that information, and the fact that these
 4 employees are now performing the same duties for a competitor with ongoing access to some of
 5 Apple's most valuable trade secrets, leave Apple with few alternatives. If Apple does not act to
 6 protect its most sensitive secrets now, Apple could lose trade secret status over them entirely.
 7 That outcome is untenable given Apple's extensive investments of time and resources into its
 8 SoC programs. The full extent of the use and disclosure of Apple's trade secret information at
 9 Rivos also is uniquely within the possession of the Individual Defendants and Rivos, particularly
 10 since Defendants have taken actions to conceal evidence regarding their misconduct. Apple
 11 therefore has no choice but to bring this action to recover its trade secrets, to protect them from
 12 further disclosure, and to uncover the full extent of their use to try to mitigate the harm that has
 13 and will occur.

14 **JURISDICTION, VENUE, AND PARTIES**

15 6. This Court has original jurisdiction of the asserted federal law claims under the
 16 Defend Trade Secrets Act, 18 U.S.C. § 1836(c), and under federal question jurisdiction pursuant
 17 to 28 U.S.C. § 1331. The Court has supplemental jurisdiction over the state law claim pursuant to
 18 28 U.S.C. § 1357 because it is part of the same case or controversy.

19 7. Venue is proper pursuant to 28 U.S.C. §§ 1391(b) and (c), because Apple resides
 20 in this District and Individual Defendants, all former Apple employees, have signed an
 21 Intellectual Property Agreement and "consent[ed] to personal jurisdiction of and venue in the
 22 state and federal courts within Santa Clara County, California" and agreed that any "judicial
 23 action between the parties relating to this Agreement will take place in Santa Clara County,
 24 California."¹ Individual Defendant Ricky Wen also committed the wrongful acts within this
 25 District.

26
 27 ¹ Ex. A, Apple Intellectual Property Agreement (executed by Ricky Wen) ("Wen IPA")
 28 § 6.0(b); Ex. B, Apple Intellectual Property Agreement (executed by Bhasi Kaithamana)
 ("Kaithamana IPA") § 6.0(b).

1 8. Apple is and at all times mentioned herein has been a California corporation
2 having its principal place of business at One Apple Park Way, Cupertino, California 95014.

3 9. Upon information and belief, Defendant Rivos is and at all times mentioned herein
4 has been a Delaware corporation having its principal place of business at 2811 Mission College
5 Blvd, 7th Floor, Santa Clara, CA, 95054-1884. Rivos currently employs each of the Individual
6 Defendants, as well as numerous other former employees of Apple, many of whom were formerly
7 employed by Apple in this District. At least some of these former employees perform their work
8 for Rivos within this District. Rivos's intended business will derive substantial revenue from
9 sales within this District.

10 10. Upon information and belief, Defendant Bhasi Kaithamana resides in Austin,
11 Texas. He is a "CPU Implementation Lead" at Rivos. He was a Senior Engineering Manager
12 (CPU Design) employed by Apple and working at Apple's facilities in Austin, Texas until
13 August 16, 2021, in coordination with other Apple employees in Apple's facilities in Cupertino,
14 California, including when the facts underlying this Complaint occurred. Like the other
15 Individual Defendants, Mr. Kaithamana signed the Intellectual Property Agreement agreeing to
16 jurisdiction in California and venue in Santa Clara County.

17 11. Upon information and belief, Defendant Ricky Wen resides in San Jose,
18 California. He is currently employed as a "Principal Member of Technical Staff" with a focus
19 generally on "Hardware Engineering" at Rivos. He was a CPU design engineer employed by
20 Apple and worked at Apple's facilities in Cupertino, California until August 6, 2021, including
21 when the events described in this Complaint occurred.

BACKGROUND

22
23 12. Founded in 1976, Apple is a world-renowned technology company and global
24 leader in consumer electronics, mobile communications, and computing. It designs,
25 manufactures, and markets smartphones, personal computers, tablets, wearables and accessories,
26 and sells a variety of related services. Apple's success and ability to compete successfully
27 depend heavily upon its ability to ensure a continual and timely flow of competitive products,
28 services, and technologies to the marketplace. Apple continues to develop new technologies to

1 enhance existing products and services, and to expand the range of its offerings through, among
2 other avenues, its significant investments in research and development.

3 13. One key aspect of Apple's newest cutting-edge products is its use of highly
4 advanced SoCs, which Apple custom designs. SoCs are integrated circuits that contain, in a
5 single chip, multiple processing components, such as one or more central processing units
6 ("CPUs"), graphics processing units ("GPUs"), cache memories, and specialized processors.
7 Apple custom designs its own processing components and integrates them together in SoC
8 designs that reduce the area footprint of the chips and achieve tighter component integration
9 compared to traditional computer systems. Apple's SoCs allow for faster, more efficient, and
10 more powerful computing. Apple's unique designs and architecture are critical to its competitive
11 edge in the marketplace. Apple's first ARM-based SoCs for laptop and desktop computers, the
12 M1 chip family, was released in November 2020 to great success. The M1 family has now
13 expanded to include the M1 Pro, M1 Max, and M1 Ultra chips.

14 14. The M1 chip is the first personal computer chip built using cutting-edge
15 5-nanometer process technology. It features a unified memory architecture for dramatically
16 improved performance and efficiency. At the time it was released, it featured among the world's
17 fastest CPU cores in low-power silicon, best CPU performance per watt, and fastest integrated
18 graphics in a personal computer, while boasting breakthrough machine learning performance.
19 The M1 Pro, Max, and Ultra chips have only extended Apple's lead in performance, custom
20 technologies, and power efficiency.

21 **A. SoC Design**

22 15. SoC design is complex and challenging, and requires considerable expertise and
23 experience. Instruction Set Architectures ("ISAs") define processor instructions that perform
24 various processing functions (*e.g.*, accessing memory, comparing data, arithmetic). ISAs are
25 implemented through physical processor components that execute an ISA's various instructions.
26 Designing SoC chips based on an ISA involves developing abstract models for these physical
27 components that act as the interface between the SoC and the software. Chip designers use these
28 abstract models to design the physical structure of SoCs.

1 16. Some modern ISAs utilize the popular reduced instruction set computer (“RISC”)
2 architecture design. RISC-based ISAs focus on creating a relatively small set of simple,
3 commonly used instructions for carrying out processor functions to run typical programs. These
4 simple instructions require less physical hardware to execute and can be combined to accomplish
5 more complex functions.

6 17. Arm Ltd. develops leading RISC-based architectures for SoCs. Arm Ltd.’s
7 proprietary “Advanced RISC Machine,” or “ARM,” architectures are licensed to its customers,
8 which include Apple, and are used in some of the most advanced SoCs in the world, such as
9 Apple’s M1 SoC.

10 18. The RISC-V ISA is an ISA that can be freely used to develop RISC-based SoCs.
11 Although the ARM and RISC-V architectures are not the same, they share many common
12 features, and corresponding SoC designs can share many common elements. As a result, certain
13 foundational elements and microarchitectural designs of ARM-based SoCs are useful in designing
14 RISC-V-based SoCs. Thus Rivos, which develops RISC-V SoCs, can take advantage of
15 ARM-based SoC designs to shorten its development timelines.

16 **B. Apple’s Innovative SoC Designs**

17 19. Apple has developed a number of highly successful, groundbreaking ARM-based
18 SoCs. Apple’s SoC research, development, and manufacturing are led by teams of Apple
19 engineers. Apple entrusts these engineers with developing, among other things, its ARM
20 technology, chip designs, and other elements of Apple’s SoC business. Apple has dedicated
21 billions of dollars to this critical work.

22 20. Apple’s SoC engineers work on some of Apple’s most sensitive and critical
23 projects. Since 2010, Apple has designed and developed more than a dozen high-performance
24 SoCs for use in Apple’s flagship iPad and iPhone projects. Recent work includes the A15 SoC at
25 the heart of Apple’s latest iPhones and the M1 family of SoCs that power Apple’s desktops,
26 laptops, and high-performance iPads.

27 21. As is necessary for their cutting-edge work, select Apple engineers have access to
28 some of Apple’s most closely guarded proprietary and trade secret information. These trade

1 secrets include SoC designs, component designs, customized ISA instructions, and other
2 Apple-developed know-how gained from years of developing advanced SoCs.

3 **C. Apple Diligently Protects Its Trade Secret Chip Designs**

4 22. Apple diligently protects its proprietary and trade secret designs and investments
5 in research and development. As a condition of employment, Apple employees, including the
6 Individual Defendants, are required to sign a confidentiality agreement that legally obligates them
7 to protect and not disclose to third parties confidential information acquired during their
8 employment. This obligation continues even after the employee leaves Apple.

9 23. One of the most critical agreements for protecting Apple’s proprietary and trade
10 secret information is the Intellectual Property Agreement (“IPA”). Under the IPA, which Apple
11 employees, including the Individual Defendants, must execute at the start of their employment,
12 employees attest that:

13 You understand that your employment by Apple requires you to
14 keep all Proprietary Information in confidence and trust for the
15 tenure of your employment and thereafter, and that you will not use
16 or disclose Proprietary Information without the written consent of
17 Apple, except as necessary to perform your duties as an employee
18 of Apple. Upon termination of your employment with Apple, you
19 will promptly deliver to Apple all documents and materials of any
20 kind pertaining to your work at Apple, and you agree that you will
21 not take with you any documents, materials, or copies thereof,
22 whether on paper, magnetic or optical media, or any other medium,
23 containing any Proprietary Information.

24 24. Apple employees, including the Individual Defendants, also agree that Apple
25 would be entitled to injunctive relief for any violations of the IPA. In particular, the IPA
26 provides:

27 A breach of the provisions of sections 1 or 2 of this Agreement
28 would cause irreparable harm and significant injury to Apple, the
quantification of which is difficult to ascertain. Because such harm
and injury could not be compensable by damages alone, you agree
that Apple will have the right to enforce sections 1 and 2 of this
Agreement by injunction, specific performance or other equitable
relief without prejudice to any other rights and remedies available
to Apple in the event of a breach of this Agreement.

29 25. Each of the Individual Defendants executed a copy of the IPA upon commencing
employment with Apple.

1 26. Apple also has certain Hardware Technologies (“HWT”) employees, who handle
2 Apple’s highly-sensitive, proprietary, and trade secret information relating to hardware design,
3 function, and operation, such as for Apple’s SoCs. During employee exit interviews for these
4 HWT Apple employees, including the Individual Defendants, Apple provides a “Checklist for
5 HWT Departing Employees” to “help employees leaving Apple understand their responsibility to
6 preserve confidentiality of intellectual property.” Each of the Individual Defendants
7 acknowledged that he “signed an Intellectual Property Agreement (IPA) that does not expire”
8 upon leaving Apple.

9 27. By signing the Checklist for HWT Departing Employees, each departing HWT
10 employee, including the Individual Defendants, acknowledges that the IPA says he or she “will
11 not use or share Apple confidential information while you are an Apple employee and after you
12 leave Apple. Everything you worked on at Apple stays here.” Each departing employee,
13 including the Individual Defendants, acknowledges that “[a]ll employees must return all Apple
14 confidential information prior to leaving Apple[.]” Each employee must also “[c]onfirm that you
15 have done a diligent search of spaces you could have stored Apple property,” including
16 “[p]ersonal computer(s) or laptop(s),” “[f]lash drive(s),” “[p]ersonal email,” and “[e]xternal hard
17 drive(s).” Each departing employee, including the Individual Defendants, additionally must
18 confirm that they had “returned or destroyed all Apple confidential information prior to leaving
19 Apple” and that they “returned all Apple Owned Devices (AOU) and [had] not wiped any AOU.”

20 28. Each Individual Defendant executed a copy of the Checklist for HWT Departing
21 Employees during or shortly after their exit interview following resignation from Apple.

22 29. Apple takes additional measures to maintain the confidentiality of its proprietary
23 information, including the trade secrets at issue in this lawsuit. With regard to terminated HWT
24 employees, for example, Apple protects its proprietary information by requiring the return of
25 Apple laptops, mobile devices, and other equipment and the removal of Apple and third-party
26 files, documents, and software from the terminated employees’ possession.

27 30. Apple also provides HWT employees with rules and guidelines on how to preserve
28 the confidentiality of Apple’s proprietary information. These materials specifically forbid

1 distribution of Apple's confidential information to others except on a need-to-know basis.

2 31. Apple further protects its most valuable SoC designs and specifications by limiting
3 access to its Confluence and Perforce databases to only those projects that an employee is
4 currently working on and authorized to view. Confluence and Perforce are collaborative
5 information management tools that allow Apple SoC engineers and designers to share and store
6 their work on Apple's trade secret SoC designs. Engineers require login credentials to access
7 these tools, and the level of access is limited to what a particular engineer's job responsibilities
8 require.

9 **D. Former Apple Employees Leaving for Rivos Retained Apple Confidential and**
10 **Proprietary Trade Secrets After Accepting Offers From Rivos**

11 32. Rivos was founded in or around May 2021 to design a full stack computing
12 solution based on custom-designed reduced instruction set computer-based SoCs that will
13 compete with Apple's ARM SoCs.

14 33. Since June 2021, over 40 former Apple employees have joined Rivos. Rivos
15 continues to target Apple engineers, with more departures occurring this month. A majority of
16 these former Apple employees were design engineers, developing Apple's cutting-edge
17 proprietary and trade secret SoC designs. These designs represent the culmination of substantial
18 research and development costs and could be used to significantly accelerate development of a
19 custom reduced instruction set computer-based SoC.

20 34. Rivos targeted and solicited Apple employees who were highly experienced
21 engineers with both substantial expertise with SoC design and significant and extensive access to
22 trade secrets at the core of Apple's SoC designs. Apple has reason to believe that Rivos
23 instructed at least some Apple employees to download and install apps for encrypted
24 communications (*e.g.*, the Signal app) before communicating with them further.

25 35. As noted above, many of the employees who left Apple to join Rivos were trusted
26 by Apple with its most sensitive trade secret SoC designs and technology. Many have taken
27 Apple's proprietary and trade secret information with them.
28

1 36. The certifications made by the Individual Defendants during their exit interviews
 2 that they had returned or deleted Apple’s proprietary and trade secret information were false.
 3 Apple’s forensic analysis of the Individual Defendants’ computing devices has revealed that they
 4 took and retained Apple’s proprietary and trade secret information when they departed Apple.
 5 This information is protected by the IPA and was falsely confirmed to have been returned or
 6 deleted when the Individual Defendants executed their Checklist for HWT Departing Employees.

7 37. Following interviews with Rivos and accepting offers for employment but before
 8 leaving Apple, each Individual Defendant accessed and downloaded Apple’s proprietary and
 9 trade secret information regarding the design and operation of Apple’s most advanced SoCs.
 10 These actions are in direct violation of the IPAs each Individual Defendant executed as a
 11 condition of their employment with Apple. The Individual Defendants have each retained Apple
 12 proprietary and trade secret information, giving Apple reason to believe that it is being used by
 13 Rivos to improperly advance Rivos’s own SoC design program.

14 a. **Bhasi Kaithamana**

15 38. Apple employed Individual Defendant Bhasi Kaithamana for nearly 8 years, from
 16 September 2013 until August 2021. During his tenure with Apple, Mr. Kaithamana was a CPU
 17 implementation engineer, responsible for managing CPU design for Apple’s SoCs. Mr.
 18 Kaithamana was responsible for, among other things, designing and developing proprietary and
 19 trade secret physical structures for carrying out critical functions in Apple’s ARM-based SoCs.

20 39. As a condition of his employment, Mr. Kaithamana executed an Apple IPA on
 21 August 26, 2013, agreeing, among other things, to “keep all [Apple] Proprietary Information in
 22 confidence and trust for the tenure of your employment and thereafter, and that you will not use
 23 or disclose Proprietary Information without the written consent of Apple[.]” He further agreed
 24 that “[u]pon termination of your employment with Apple, you will promptly deliver to Apple all
 25 documents and materials of any kind pertaining to your work at Apple, and you agree that you
 26 will not take with you any documents, materials, or copies thereof . . . containing any Proprietary
 27 Information.”
 28

1 40. According to his LinkedIn profile, Mr. Kaithamana is now employed by Rivos.
2 His position with Rivos is nearly identical to his previous position at Apple, CPU Implementation
3 Lead.

4 41. Mr. Kaithamana decided to accept Rivos's offer of employment sometime between
5 July 20, 2021 and August 9, 2021. On or about August 9, 2021, Mr. Kaithamana asked for
6 August 10 as a vacation day.

7 42. During his day off, Mr. Kaithamana created a new folder on his Apple-issued
8 computer and began copying over Apple documents containing proprietary and trade secret
9 information. He worked to continue amassing a collection of Apple's proprietary and trade secret
10 SoC files until the day before he left Apple on August 16, 2021. Many of the files Mr.
11 Kaithamana copied related to Apple's proprietary and trade secret SoC designs, including those
12 for unreleased projects.

13 43. On August 13, 2021, after Mr. Kaithamana was accessing Apple's sensitive,
14 proprietary information, Mr. Kaithamana resigned from his position at Apple.

15 44. On Saturday, August 14, 2021, Mr. Kaithamana renamed his new folder
16 "APPLE_WORK_DOCS" and continued adding Apple documents to it through the weekend.
17 Mr. Kaithamana also connected a USB drive seven times between Saturday evening, August 14,
18 2021, and Sunday afternoon, August 15, 2021. In the same time period, he opened untitled Excel,
19 Keynote, and Numbers documents on the USB drive. Some of these document file names
20 correspond to documents on Mr. Kaithamana's computer that contain Apple confidential
21 information, at least some of which were marked Apple Proprietary & Confidential. He then
22 proceeded to view file listings for folders containing Apple files with proprietary and trade secret
23 information. While viewing these file listings, Mr. Kaithamana repeatedly opened documents,
24 but then would clear the list of recently opened documents to conceal the documents he was
25 accessing.

26 45. By Monday, August 16, 2021, Mr. Kaithamana's last day at Apple, his
27 APPLE_WORK_DOCS folder contained thousands of Apple documents. Mr. Kaithamana
28

1 copied files to his USB drive over the weekend. His last recorded moving and copying of files
2 before turning in his computer to Apple was to that same USB drive.

3 46. On August 16, 2021, Mr. Kaithamana conducted his exit interview. On
4 August 18, 2021, he executed a Checklist for HWT Departing Employees, acknowledging that he
5 was subject to the IPA and that he had returned or deleted all Apple proprietary and trade secret
6 information in his possession and had not wiped his Apple-issued devices. Mr. Kaithamana
7 nevertheless had attempted to hide his activity, including by clearing his browsing history, recent
8 applications access list, recent search lists, and many emails.

9 47. Despite Mr. Kaithamana's representations at his exit interview and when he
10 executed his Checklist for HWT Departing Employees, he downloaded and transferred files
11 containing information about Apple's proprietary and trade secret SoC designs to an external
12 USB storage drive.

13 **b. Ricky Wen**

14 48. Apple employed Individual Defendant Ricky Wen for nearly 14 years, from
15 April 2008 until August 2021. During his tenure with Apple, Mr. Wen was a CPU design
16 engineer, with responsibilities for developing the architecture of Apple's SoCs. Mr. Wen was
17 responsible for, among other things, designing and developing proprietary and trade secret
18 architectures for carrying out critical functions in Apple's ARM-based SoCs.

19 49. As a condition of his employment, Mr. Wen executed an Apple IPA on April 22,
20 2008, agreeing, among other things, to "keep all [Apple] Proprietary Information in confidence
21 and trust for the tenure of your employment and thereafter, and that you will not use or disclose
22 Proprietary Information without the written consent of Apple[.]" He further agreed that "[u]pon
23 termination of your employment with Apple, you will promptly deliver to Apple all documents
24 and materials of any kind pertaining to your work at Apple, and you agree that you will not take
25 with you any documents, materials, or copies thereof . . . containing any Proprietary
26 Information."

27 50. Mr. Wen's position at Rivos is "Principal Member of Technical Staff" with a focus
28 generally on "Hardware Engineering," which suggests he is performing a similar job function as

1 he did at Apple (particularly in view of Rivos's goal of designing a SoC with custom RISC-V
2 CPU cores).

3 51. Mr. Wen was approached by Rivos about leaving Apple to join Rivos in or about
4 June or July 2021. On or about July 23, 2021, Mr. Wen accepted Rivos's offer of employment.

5 52. Between July 26, 2021 and July 29, 2021, Mr. Wen transferred approximately 390
6 gigabytes from his Apple-issued computer to a personal external hard drive. Among the data
7 transferred are confidential Apple documents describing Apple trade secrets, including aspects of
8 the microarchitecture for Apple's past, current, and unreleased SoCs. As of his termination, his
9 Apple-issued computer included over 400 gigabytes of Apple confidential information. It also
10 stored approximately 200 gigabytes of photos and movies that Apple presumes are personal in
11 nature but could account for only a fraction of the data transferred.

12 53. On or about August 2, 2021, Mr. Wen tendered his resignation to Apple. On or
13 about August 5, 2021, Mr. Wen conducted his exit interview and, among other things, executed a
14 Checklist for HWT Departing Employees, acknowledging that he was subject to the IPA and that
15 he had returned or deleted all Apple proprietary and trade secret information in his possession.
16 Mr. Wen's Apple employment was terminated on August 6, 2021.

17 54. On the day that he executed his Checklist for HWT Departing Employees, he
18 deleted at least one account from his Apple-issued computers. Mr. Wen also deleted his internet
19 browsing, iMessage, and iChat histories on his Apple-issued computers and numerous folders and
20 files in online and cloud storage drives immediately prior to his termination from Apple.

21 55. Mr. Wen accessed still more highly confidential Apple information as late as on or
22 about August 5, 2021, the day before he left Apple. Just before an external hard drive was
23 connected, Mr. Wen accessed numerous Apple proprietary and trade secret SoC designs,
24 including files related to Apple's unreleased SoC designs, from his Apple-issued computer.

25 56. Mr. Wen also transferred gigabytes of files to his personal Google Drive, in
26 violation of Apple's policies, including architectural diagrams depicting Apple trade secret SoC
27 designs and folders and nearly 400 files associated with Apple SoC development projects. Apple
28 policies prohibit the use of Google Drives for storing, among other things, Apple proprietary and

1 trade secret information because that information can be accessed from any computer over the
2 internet without Apple's knowledge.

3 57. As of his termination on August 6, 2021, Mr. Wen retained on his Google Drive a
4 diagram showing the architecture of an aspect of an Apple trade secret SoC design. Similarly,
5 although Mr. Wen moved thousands of Apple files from personal folders of his iCloud Drive to a
6 work folder, investigation of his Apple-owned devices reveals that he retained files relating to
7 Apple trade secret SoC designs on his iCloud Drive after his termination.

8 c. **Many Other Former Apple Employees Who Are Now at
9 Rivos Took Apple Proprietary Information and Deleted
10 Information From Their Apple Devices**

11 58. Numerous other Apple employees who have left for Rivos have downloaded and
12 retained Apple's proprietary documents after accepting their offers from Rivos, leaving Apple
13 exposed to yet more trade secret theft. Like Messrs. Wen and Kaithamana, these employees also
14 joined Rivos in positions paralleling their roles at Apple. And like the Individual Defendants,
15 these employees signed Apple IPAs and agreed to protect and appropriately use Apple's trade
16 secret information, and to return or delete that information when they left. Although these
17 employees also agreed not to delete information from their Apple devices when they left the
18 company, many of them did so, again after communicating with Rivos and accepting their offers.

19 59. A number of Apple employees installed encrypted communications apps,
20 including Signal, to communicate with Rivos and amongst one another without risk of their
21 communications being exposed. For instance, after joining Rivos, a former Apple employee
22 provided a then-Apple employee a link to download Signal for communicating about Rivos with
23 Rivos's CTO Belli Kuttanna. Another Apple employee installed Signal in the weeks before
24 leaving for Rivos and invited another employee that also left for Rivos to communicate on the
25 platform, noting that "there are things [that] should not be recorded through apple's interface
26 now." Yet another Apple employee warned a colleague against using iMessage to discuss Rivos,
27 causing that colleague to delete messages related to the discussion.

28 60. At least one employee expressed concerns about the legality of the circumstances
of their exit from Apple to go to Rivos. For example, this employee ran internet searches for

1 “when you lost a lawsuit what do you have to pay” and “poach[ing] people after a year leaving
2 [a] company” and viewed webpages relating to attorneys’ fees for losing parties to lawsuits.

3 61. Several of these employees connected external hard drives to Apple-issued
4 computers in the days following their hire by Rivos. At the same time, these employees were
5 accessing a large amount of Apple trade secret information about SoC designs in the days just
6 before their termination. Each executed a Checklist for HWT Departing Employees and
7 acknowledged that they were subject to the IPA and had returned or deleted all Apple proprietary
8 and trade secret information in their possession, including any stored on AOU’s and external hard
9 drives. Similarly, the local archive stored on the Apple-issued laptop of at least one former
10 employee shows that, at the time the employee disconnected their iCloud Drive, they retained
11 access to several highly confidential proprietary and trade secret files. Another employee kept
12 full backups of his entire hard drive to a personal external hard drive via Time Machine, even
13 after he turned in his resignation form Apple.

14 62. The proprietary information that these former employees have retained, and
15 continue to have access to, particularly information regarding the architecture and design of
16 Apple’s SoCs, includes some of Apple’s most highly-sensitive and valuable information. This
17 information will provide a significant, unfair advantage to Rivos in developing advanced, high
18 performance reduced instruction set computer-based chips.

19 63. None of this information has been returned.

20 64. Despite being instructed not to wipe data on their Apple-issued devices—and
21 expressly agreeing not to do so—many of these employees did delete information after accepting
22 their Rivos offers. At least seven employees completely wiped their Apple-issued devices and/or
23 reinstalled the operating systems, which results in all other data on the device being deleted.
24 After accepting their Rivos offer, one employee did an internet search for “slack delete message
25 history,” “delete all imessages on mac,” “factory reset mac,” “how to clear imessage on mac,”
26 and “slack how to clear chat cache.” The employee then proceeded to delete most of those
27 records. Other employees similarly deleted their messages and browser history before returning
28

1 their Apple-issued computers. As a result, the exact scope of trade secret theft and coordination
2 in support thereof has been hidden from Apple.

3 **FIRST CLAIM FOR RELIEF**

4 **(Breach of Contract Against Individual Defendants)**

5 65. Apple realleges and restates all prior paragraphs as if fully restated herein.

6 66. The IPAs signed by the Individual Defendants are valid and enforceable contracts.
7 The confidentiality covenants and other provisions contained in these agreements are reasonably
8 necessary to protect legitimate protectable interests in Apple’s confidential, proprietary, and trade
9 secret information.

10 67. Apple has fully performed all of its obligations under these agreements.

11 68. The Individual Defendants took and retained Apple’s documents in direct violation
12 of the provisions of their IPAs, which required them to “promptly deliver to Apple all documents
13 and materials of any kind pertaining to your work at Apple” and included an agreement “that you
14 will not take with you any documents, materials, or copies thereof . . . containing any Proprietary
15 Information.” Individual Defendants breached these agreements by, at a minimum, failing to
16 return Apple’s property and confidential, proprietary, and trade secret information at the time of
17 their departure from Apple as they were obligated to do.

18 69. In addition, despite indicating adherence to all contractually-obligated termination
19 protocols, the Individual Defendants each deleted, scrubbed, or otherwise modified the contents
20 of their Apple-issued devices prior to returning them. These efforts obscured message histories,
21 web histories, and other details relating to the employees’ use of Apple trade secret information,
22 departure from Apple, and any decision to improperly retain Apple trade secret information in
23 violation of, at least, the IPAs.

24 70. These actions by the Individual Defendants all occurred in the days before they
25 departed Apple. These actions also all followed the Individual Defendants receiving, and
26 accepting, offers of employment in parallel roles for Apple’s competitor, Rivos.

27 71. As a result of the Individual Defendants’ breach, Apple has suffered and continues
28 to suffer monetary and non-monetary injury and harm in an amount to be proven at trial. The

1 documents that have been improperly retained are the product of substantial research and
2 development work over a period of many years.

3 72. Moreover, as a result of the Individual Defendants' breach, Apple has been injured
4 and faces irreparable injury. Apple is threatened with losing its competitive advantage, trade
5 secrets, customers, and technology goodwill in amounts that would be impossible to fully
6 compensate Apple unless the Individual Defendants are enjoined and restrained by order of this
7 Court.

8 **SECOND CLAIM FOR RELIEF**

9 **(Misappropriation of Trade Secrets, Defend Trade Secrets Act, 18 USC § 1832(a)(1)**

10 **Against Rivos and Individual Defendants)**

11 73. Apple realleges and restates all prior paragraphs as if fully restated herein.

12 74. As set forth above, Defendants improperly acquired and retained confidential and
13 proprietary information of Apple constituting "trade secrets" as defined by 18 U.S.C. § 1839(3),
14 including but not limited to design files, drawings, manufacturing information, device packaging
15 information, sales and customer information, financial and business development information,
16 invention disclosures, and drafts of patent applications. These trade secrets pertain to Apple's
17 personal computer and mobile device SoCs, including SoC designs, component designs,
18 customized ISA instructions, and other Apple-developed know how gained from years of
19 developing advanced SoCs. These trade secrets have been used in and/or were intended for use in
20 interstate and/or foreign commerce.

21 75. Apple's trade secrets derive independent economic value from not being generally
22 known to, and not being readily ascertainable by proper means by, another person who can obtain
23 economic value from their disclosure or use of the information. These trade secrets are also the
24 product of years of research and development at substantial cost to Apple. These trade secrets
25 form the foundation of Apple's competitive advantages in the SoC market.

26 76. Apple has undertaken efforts that are reasonable under the circumstances to
27 maintain the secrecy of the trade secrets at issue. These efforts include, but are not limited to: the
28 use of passwords and encryption to protect data on its computers, servers, and repositories; the

1 limited distribution of confidential information only to key Apple employees and executives and
2 on a need-to-know basis; the maintenance of written policies and procedures that emphasize
3 employees' duties to maintain the secrecy of Apple's confidential information; and the use of
4 confidentiality agreements and non-disclosure agreements to require vendors, customers,
5 partners, contractors, and employees to maintain the secrecy of Apple's confidential information.

6 77. Defendants misappropriated trade secrets at least by acquiring trade secrets by
7 improper means. At least by virtue of the IPAs and exit checklists they signed, the Individual
8 Defendants were well aware that the Apple files that were misappropriated are confidential and
9 trade secret, and could not properly be retained, disclosed, or used by them. Nevertheless, each
10 Individual Defendant executed a Checklist for HWT Departing Employees in which they
11 confirmed and acknowledged that they had returned all Apple proprietary and trade secret
12 information.

13 78. The trade secret information that the Individual Defendants and other former
14 employees now at Rivos have retained is embodied in Apple's documents and other information
15 that was taken upon the Individual Defendants' and other former employees' departures from
16 Apple. The trade secret information includes at least chip specifications and designs for Apple's
17 SoCs for the A14, M1, and future (unreleased) SoCs. The trade secrets also include chip
18 specifications and designs for related components (including, CPU cores, GPU cores, and cache
19 memories), chip development roadmaps, summaries of technical analyses of chip characteristics
20 and parameters, and status reports.

21 79. On July 9, 2021, shortly after Rivos began hiring Apple's former employees,
22 Apple sent a letter to Rivos informing Rivos of the obligations of those former employees to
23 maintain the confidentiality of Apple's trade secrets and confidential information, and specifically
24 informing Rivos of the provisions of the IPA. Apple further informed Rivos that, to the extent
25 those former employees had retained Apple's trade secret and confidential information, that
26 information had to be returned immediately. Rivos never responded to that letter.

27 80. The information regarding the use and disclosure of this information at Rivos is
28 uniquely within the possession of the Individual Defendants and Rivos, and Defendants have

1 taken actions to conceal evidence regarding their conduct. However, based on the number of
2 engineers that Rivos targeted and hired—and continues to target and hire even today—to perform
3 the same type of work they were performing at Apple, the fact that Apple notified Rivos of its
4 former employees’ obligations and received no response, the large amount of these employees
5 who have taken and retained Apple confidential information after communicating with Rivos or
6 accepting their offers with Rivos, the volume of information taken, the nature of the information
7 taken, the number of departing employees who deleted information and tried to cover their tracks
8 after accepting offers with Rivos, and Rivos’s own efforts to conceal its communications with
9 these former Apple employees, Apple believes that Rivos knew, or at a minimum should have
10 known, that these employees improperly retained Apple confidential and trade secret information
11 and were likely to make use of it in the course of their employment at Rivos. Apple believes that
12 further discovery will likely show that Apple’s trade secret information has been improperly
13 disclosed to Rivos and used by Rivos and the Individual Defendants.

14 81. Defendants’ improper acquisition and/or unauthorized use or disclosure, actual or
15 threatened, violates the Defend Trade Secrets Act (“DTSA”).

16 82. As a direct and proximate result of Defendants’ conduct, Apple has been injured,
17 and is threatened with further injury, in an amount that will be proven at trial. Apple has also
18 incurred, and will continue to incur, additional damages, costs, and expenses, including attorneys’
19 fees, as a result of Defendants’ misappropriation. As a further proximate result of the
20 misappropriation and use of Apple’s trade secrets, Defendants have been unjustly enriched.

21 83. Defendants’ conduct has been willful and malicious, justifying an award of
22 exemplary damages. As described in detail above, after receiving employment offers from Rivos
23 and resigning from Apple, the Individual Defendants took and retained hundreds of gigabytes of
24 Apple trade secret information regarding SoC designs, functions, and implementation. This trade
25 secret information includes some of the most competitively sensitive and confidential information
26 that Apple possesses about its SoC designs, and much of it was accessed and transferred during
27 the final days of the Individual Defendants’ employment. Again after accepting their
28 employment offers from Rivos, the Individual Defendants, and many other former Apple

1 employees who are now at Rivos, took steps to cover up the evidence of their actions, including,
2 in some cases, wiping their entire devices. The Individual Defendants and other former Apple
3 employees now at Rivos falsely represented to Apple that they had returned all of Apple's
4 confidential information and had not deleted the information from their devices.

5 84. Defendants' conduct constitutes transgressions of a continuing nature for which
6 Apple has no adequate remedy at law. Unless and until enjoined and restrained by order of this
7 Court, Defendants may continue to retain and use Apple's trade secret information to enrich
8 themselves and divert business from Apple to Rivos. Apple is entitled to a preliminary and
9 permanent injunction against Defendants' actual and threatened potential violation of the DTSA.

10 **PRAYER FOR RELIEF**

11 NOW, THEREFORE, Plaintiff Apple prays for judgment and relief against Defendants as
12 follows:

- 13 a. Judgment in Apple's favor and against Defendants on all causes of action
14 alleged herein;
- 15 b. Damages sufficient to compensate for the actual loss caused by
16 Defendants' trade secret misappropriation;
- 17 c. A further award of monetary recovery for any unjust enrichment caused by
18 Defendants' misappropriation of the trade secrets;
- 19 d. In lieu of damages measured by any other methods, a reasonable royalty
20 for Defendants' misappropriation of trade secrets;
- 21 e. Exemplary damages, based on Defendants' willful and malicious
22 appropriation of trade secrets;
- 23 f. For the entry of a Preliminary and Permanent Injunction against
24 Defendants to prevent the actual or threatened misappropriation of Apple's
25 trade secrets;
- 26 g. For an Order directing Defendants to return all of Apple's property in their
27 possession, custody, or control and cease any access to or use of Apple's
28 trade secrets;

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- h. For prejudgment and post-judgment interest at the maximum legal rate as applicable, as an element of damages that Apple has suffered as a result of Defendants’ wrongful and unlawful acts;
- i. For reasonable attorneys’ fees and costs incurred herein as allowed under the Defend Trade Secrets Act; and
- j. For such other and further relief as the Court deems just and proper.

DEMAND FOR JURY TRIAL

Apple hereby demands trial by jury for all causes of action, claims, or issues in this action that are triable as a matter of right to a jury.

Dated: April 29, 2022

MORRISON & FOERSTER LLP

By /s/ Bryan Wilson
BRYAN WILSON

Attorneys for Plaintiff
APPLE INC.

EXHIBIT A

113125
Wen, Shih-Chieh
(Ricky)

Intellectual Property Agreement

This Agreement sets forth the agreements between you and Apple Inc. (Apple) concerning any inventions you may make in connection with your employment by Apple and your treatment of Apple's confidential and proprietary information. Apple has agreed to employ you (or if this Agreement is being executed after you have already been employed by Apple, to continue to employ you) on the condition that you agree to and will abide by the following terms and conditions for the duration of your employment by Apple (including, but not limited to, any leave of absence, or other time off) and thereafter.

1.0 INVENTIONS. As used in this Agreement, the term "Inventions" means any and all inventions, ideas, and discoveries, including improvements, original works of authorship, designs, formulas, processes, computer programs or portions thereof, databases, trade secrets and proprietary information, documentation, and materials made, created, conceived or reduced to practice by you, whether alone or jointly with others.

a. Your Rights In Inventions

(i) Prior Inventions. In the space provided below, or on a separate sheet attached to this Agreement, you may list all Inventions (a) that you made prior to your employment by Apple; (b) that you claim belong to you, or that you claim an ownership interest in, or to which you claim any other legal right or title; and (c) in which you wish to retain any claimed ownership or other legal rights ("Prior Inventions"). If you do list such Prior Inventions, you hereby grant to Apple a royalty-free, irrevocable, perpetual, worldwide license to any Prior Invention that is now or hereafter infringed by an Apple product, process, or method of doing business (hereinafter "Apple Product") if: (i) you were involved in the development or implementation of that portion of the Apple Product which infringes your Prior Invention, or (ii) you acquiesced or permitted other Apple employees to utilize your Prior Invention in the course of their development or implementation of the Apple Product, or (iii) upon first learning of Apple's use of your Prior Invention you do not immediately notify in writing your Apple vice president of Apple's infringing use of your Prior Invention and the need for a license thereto. If you do not list a Prior Invention, you acknowledge and agree that no such Prior Inventions exist and, to the extent such Prior Inventions do exist, you waive any and all rights or claims of ownership to such Prior Inventions. You understand that your listing of any Prior Invention(s) here does not constitute an acknowledgment by Apple of the existence or extent of such Prior Inventions, nor of your ownership of such Prior Inventions. Please do not use this space to disclose an ongoing business or project, or a product that you are developing and/or distributing; such ongoing activity must be presented to your manager in writing, and approved in advance by your Apple vice president.

Prior Inventions (description and identifying number of patent, if applicable):

Title

Date

Brief Description of Invention

A separate sheet listing Employee Inventions is attached.

(ii) Future Employee Inventions.¹ Apple acknowledges and agrees, in accordance with applicable state law, that any Inventions (a) that you develop entirely on your own time; and (b) that you develop without using Apple's or its subsidiaries' equipment, supplies, facilities, or trade secret information; and (c) that do not result from any work performed by you for Apple or its subsidiaries; and (d)² that do not relate, at the time of conception or reduction to practice, to Apple's or its subsidiaries' business or products, or to Apple's or its subsidiaries' actual or demonstrably anticipated research or development, will be owned entirely by you, even if developed by you during the time period in which you are employed by Apple.

b. Apple's Rights In Inventions

(i) Assignment of Inventions to Apple. You agree that all Inventions that (a) are developed using the equipment, supplies, facilities, or Proprietary Information of Apple or its subsidiaries; or (b) result from or are suggested by work performed by you for Apple or its subsidiaries; or (c)³ are conceived or reduced to practice during your employment by Apple and relate to the business and products, or to the actual or demonstrably anticipated research or development of Apple or its subsidiaries ("Apple Inventions"), will be the sole and exclusive property of Apple, and you will and hereby do assign all your right, title, and interest in such Apple Inventions to Apple. You agree to perform any and all acts requested by Apple, if any, to perfect this assignment.

(ii) Disclosure. You agree to make full written disclosure promptly to Apple of any and all Apple Inventions.

(iii) Assignment of Moral Rights to Apple. In addition, to the extent permitted by law, you hereby transfer and assign any "moral" rights that you may have in any Apple Invention(s) under any copyright or other law, whether U.S. or foreign. You agree to waive and never to assert any such "moral" rights in Apple Inventions during or after the termination of your employment by Apple. You agree that Apple, its subsidiaries, and its licensees are not required to designate you as the author of any Apple Inventions when distributed. You also agree that Apple retains sole discretion with regard to how and for what purposes, if any, such Apple Invention(s) are used.

c. Protection of Apple Inventions

You agree (at Apple's expense) to assist Apple in every proper way to obtain and to help Apple enforce patents, copyrights, and other legal protections for Apple Inventions in any and all countries. You agree to promptly execute any documents that Apple may reasonably request for use in obtaining or enforcing such patents, copyrights, and other legal protections. You acknowledge that all original works of authorship that are made by you (solely or jointly with others) within the scope of your employment by Apple, and that are protectable by copyright, are works made for hire, as that term is defined in the United States Copyright Act (17 U.S.C. §101).

2.0 CONFIDENTIAL PROPRIETARY INFORMATION. You understand that your employment by Apple creates a relationship of confidence and trust with respect to any information of a confidential, proprietary, and secret nature that may be disclosed to you or otherwise learned by you in the course of your employment at Apple, including but not limited to any confidential information of third parties disclosed to Apple. Such confidential, proprietary, and secret information includes, but is not limited to, information and material relating to past, present, or future Inventions, marketing plans, manufacturing and product plans, technical specifications, hardware designs and prototypes, business strategies, financial information and forecasts, personnel information, and customer lists, and is referred to collectively in this Agreement as "Proprietary Information."

a. Confidentiality of Proprietary Information. You understand and agree that your employment by Apple requires you to keep all Proprietary Information in confidence and trust for the tenure of your employment and thereafter, and that you will not use or disclose Proprietary Information without the written consent of Apple, except as necessary to perform your duties as an employee of Apple. Upon termination of your employment with Apple, you will promptly deliver to Apple all documents and materials of any kind pertaining to your work at Apple, and you agree that you will not take with you any documents, materials, or copies thereof, whether on paper, magnetic or optical media, or any other medium, containing any Proprietary Information.

b. Information of Others. You agree that during the tenure of your employment by Apple and thereafter, you will not improperly use or disclose to Apple any confidential, or proprietary, or secret information of your former employers or any other person. You further agree that you have not, and during your employment with Apple will not, bring any confidential, proprietary, or secret information of your former employer(s) or any other person(s) onto Apple property.

¹For Employees in California: Labor Code §2870 provides: "(a) Any provision in an employment agreement which provides that an employee shall assign, or offer to assign, any of his or her rights in an invention to his or her employer shall not apply to an invention that the employee developed entirely on his or her own time without using the employer's equipment, supplies, facilities, or trade secret information, except for those inventions that either: (1) Relate at the time of conception or reduction to practice of the invention to the employer's business, or actual or demonstrably anticipated research or development of the employer, or (2) Result from any work performed by the employee for the employer.

(b) To the extent a provision in an employment agreement purports to require an employee to assign an invention otherwise excluded from being required to be assigned under subdivision (a), the provision is against the public policy of this state and is unenforceable."

²For employees in the states of Kansas, Minnesota, or Washington: Section 1.0, A.(ii)(d) reads as follows: "(d) that do not directly relate at the time of conception or reduction to practice to Apple's business or products, or actual or demonstrably anticipated research or development of Apple will be owned entirely by you, even if developed by you during the time period in which you are employed by Apple."

³For employees in the states of Kansas, Minnesota, or Washington: Section 1.0, B.(ii)(c) reads as follows: "(c) which are conceived or reduced to practice during your employment by Apple and which relate directly to the business or products, or actual or demonstrably anticipated research or development of Apple ("Apple Inventions"), will be the sole and exclusive property of Apple, and you will and hereby do assign all your right, title, and interest in such Apple Inventions to Apple."

3.0 NO CONFLICTING OBLIGATIONS

- a. No Conflicting Outside Interests. You agree that during the tenure of your employment by Apple you will not plan or engage in any other employment, occupations, consulting, or other business activities or commitments competitive with or directly related to Apple's business or products, or to its actual or demonstrably anticipated research or development, nor will you engage in any other activities that conflict with your employment obligations to Apple. Activities and commitments as used herein do not include passive investments in stocks or other financial instruments.
- b. No Conflicting Agreements. You represent to Apple that you have no other commitments that would hinder or prevent the full performance of your duties as an Apple employee or your obligations under this Agreement, and you agree not to enter into any such conflicting agreement during the tenure of your employment by Apple.
- c. Disclosure of Agreement. You hereby authorize Apple to notify others, including customers of Apple, and any future employers you may have, of the terms of this Agreement and your responsibilities under this Agreement.
- d. During your employment and for a period of one (1) year following your termination date, you will not, directly or indirectly, solicit, encourage, recruit, or take any action intended to induce Apple employees or contractors to terminate their relationship with Apple.

4.0 NO IMPLIED EMPLOYMENT RIGHTS. You understand and agree that no term or provision of this Agreement confers upon you any rights to continued employment by Apple and that no term or provision of this Agreement obligates Apple to employ you for any specific period of time or interferes with or restricts your right or Apple's right to terminate your employment at any time for any reason.

5.0 EQUITABLE RELIEF. A breach of the provisions of sections 1 or 2 of this Agreement would cause irreparable harm and significant injury to Apple, the quantification of which is difficult to ascertain. Because such harm and injury could not be compensable by damages alone, you agree that Apple will have the right to enforce sections 1 and 2 of this Agreement by injunction, specific performance or other equitable relief without prejudice to any other rights and remedies available to Apple in the event of a breach of this Agreement.

6.0 GENERAL PROVISIONS

- a. Severability. If one or more of the provisions of this Agreement are deemed void or unenforceable by law, then the remaining provisions will continue in full force and effect.
- b. Governing Law. This agreement will be governed by the laws of the state where you are currently or were most recently employed, excluding that body of law concerning conflicts of law. Any arbitration or judicial action between the parties relating to this Agreement will take place in Santa Clara County, California, and you and Apple each consent to the personal jurisdiction of and venue in the state and federal courts within Santa Clara County, California.
- c. Successors and Assigns. This Agreement will be binding upon your heirs, executors, administrators, and other legal representatives, and will be for the benefit of Apple, its successors and assigns.
- d. Entire Agreement. This Agreement sets forth the entire agreement between you and Apple relating to the subject matter of this Agreement. No modification to or amendment of this Agreement, nor any waiver of any rights under this Agreement, will be effective unless in writing signed by both you and an Apple vice president. Any subsequent changes in your duties, salary, or compensation will not affect the validity or scope of this Agreement.
- e. Compliance with Laws. You agree that you will comply, and do all things necessary for Apple and its subsidiaries to comply, with the laws and regulations of all governments where Apple and its subsidiaries do business, and with provisions of contracts between any such government or its contractors and Apple or its subsidiaries.

7.0 VOLUNTARY AGREEMENT. You acknowledge that you have read this Agreement carefully, that you understand all of its terms, that all agreements between you and Apple relating to the subjects covered in this Agreement are contained in it, and that you have entered into this Agreement voluntarily and not in reliance upon any promises or representations other than those contained in this Agreement itself.

You further acknowledge that you have had the opportunity to discuss this Agreement with your private legal counsel.

Shih-Chieh Wen 4/22/08
Signature Date

Shih-Chieh Wen
Printed name

Please make and retain a copy of this agreement for your records.

EXHIBIT B

246985
Kaithamana, Bhasi

Intellectual Property Agreement

This Agreement sets forth the agreements between you and Apple Inc. (Apple) concerning any inventions you may make in connection with your employment by Apple and your treatment of Apple's confidential and proprietary information. Apple has agreed to employ you (or if this Agreement is being executed after you have already been employed by Apple, to continue to employ you) on the condition that you agree to and will abide by the following terms and conditions for the duration of your employment by Apple (including, but not limited to, any leave of absence or other time off) and thereafter.

1.0 INVENTIONS

As used in this Agreement, the term "Inventions" means any and all inventions, ideas, and discoveries, including improvements, original works of authorship, designs, formulas, processes, computer programs or portions thereof, databases, trade secrets and proprietary information, documentation, and materials made, created, conceived, or reduced to practice by you, whether alone or jointly with others.

a. Your Rights in Inventions. (i) Prior Inventions. In the space provided below, or on a separate sheet attached to this Agreement, you may list all Inventions (a) that you made prior to your employment by Apple; (b) that you claim belong to you, or that you claim an ownership interest in, or to which you claim any other legal right or title; and (c) in which you wish to retain any claimed ownership or other legal rights ("Prior Inventions"). If you do list such Prior Inventions, you hereby grant to Apple a royalty-free, irrevocable, perpetual, worldwide license to any Prior Invention that is now or hereafter infringed by an Apple product, process, or method of doing business (hereinafter "Apple Product") if: (i) you were involved in the development or implementation of that portion of the Apple Product which infringes your Prior Invention, or (ii) you acquiesced or permitted other Apple employees to utilize your Prior Invention in the course of their development or implementation of the Apple Product, or (iii) upon first learning of Apple's use of your Prior Invention you do not immediately notify in writing your Apple vice president of Apple's infringing use of your Prior Invention and the need for a license thereto. If you do not list a Prior Invention, you acknowledge and agree that no such Prior Inventions exist and, to the extent such Prior Inventions do exist, you waive any and all rights or claims of ownership to such Prior Inventions. You understand that your listing of any Prior Invention(s) here does not constitute an acknowledgment by Apple of the existence or extent of such Prior Inventions, nor of your ownership of such Prior Inventions. Please do not use this space to disclose an ongoing business or project, or a product that you are developing and/or distributing; such ongoing activity must be presented to your manager in writing, and approved in advance by your Apple vice president.

Prior Inventions (description and identifying number of patent, if applicable):

CPU IMPLEMENTATION ENGINEER FEB 17 2005
Title Date
DATA ALIGNMENT AND SIGN EXTENSION IN A PROCESSOR
Brief description of invention

A separate sheet listing Employee Inventions is attached.

(ii) Future Employee Inventions.¹ Apple acknowledges and agrees, in accordance with applicable state law, that any Inventions (a) that you develop entirely on your own time; and (b) that you develop without using Apple's or its subsidiaries' equipment, supplies, facilities, or trade secret information; and (c) that do not result from any work performed by you for Apple or its subsidiaries; and (d)² that do not relate, at the time of conception or reduction to practice, to Apple's or its subsidiaries' business or products, or to Apple's or its subsidiaries' actual or demonstrably anticipated research or development, will be owned entirely by you, even if developed by you during the time period in which you are employed by Apple.

b. Apple's Rights in Inventions. (i) Assignment of Inventions to Apple. You agree that all Inventions that (a) are developed using the equipment, supplies, facilities, or Proprietary Information of Apple or its subsidiaries; or (b) result from or are suggested by work performed by you for Apple or its subsidiaries; or (c)³ are conceived or reduced to practice during your employment by Apple and relate to the business and products, or to the actual or demonstrably anticipated research or development of Apple or its subsidiaries ("Apple Inventions"), will be the sole and exclusive property of Apple, and you will and hereby do assign all your right, title, and interest in such Apple Inventions to Apple. You agree to perform any and all acts requested by Apple, if any, to perfect this assignment.

(ii) Disclosure. You agree to make full written disclosure promptly to Apple of any and all Apple Inventions. (iii) Assignment of Moral Rights to Apple. In addition, to the extent permitted by law, you hereby transfer and assign any "moral" rights that you may have in any Apple Invention(s) under any copyright or other law, whether U.S. or foreign. You agree to waive and never to assert any such "moral" rights in Apple Inventions during or after the termination of your employment by Apple. You agree that Apple, its subsidiaries, and its licensees are not required to designate you as the author of any Apple Inventions when distributed. You also agree that Apple retains sole discretion with regard to how and for what purposes, if any, such Apple Invention(s) are used.

c. Protection of Apple Inventions. You agree (at Apple's expense) to assist Apple in every proper way to obtain and to help Apple enforce patents, copyrights, and other legal protections for Apple Inventions in any and all countries. You agree to promptly execute any documents that Apple may reasonably request for use in obtaining or enforcing such patents, copyrights, and other legal protections. You acknowledge that all original works of authorship that are made by you (solely or jointly with others) within the scope of your employment by Apple, and that are protectable by copyright, are works made for hire, as that term is defined in the United States Copyright Act (17 U.S.C. §101).

¹For employees in California: Labor Code §2870 provides: "(a) Any provision in an employment agreement which provides that an employee shall assign, or offer to assign, any of his or her rights in an invention to his or her employer shall not apply to an invention that the employee developed entirely on his or her own time without using the employer's equipment, supplies, facilities, or trade secret information, except for those inventions that either: (1) Relate at the time of conception or reduction to practice of the invention to the employer's business, or actual or demonstrably anticipated research or development of the employer, or (2) Result from any work performed by the employee for the employer. (b) To the extent a provision in an employment agreement purports to require an employee to assign an invention otherwise excluded from being required to be assigned under subdivision (a) the provision is against the public policy of this state and is unenforceable."

²For employees in the states of Kansas, Minnesota, or Washington: Section 1.0 a. (ii)(d) reads as follows: "(d) that do not directly relate at the time of conception or reduction to practice to Apple's business or products, or actual or demonstrably anticipated research or development of Apple, will be owned entirely by you, even if developed by you during the time period in which you are employed by Apple."

³For employees in the states of Kansas, Minnesota, or Washington: Section 1.0 b. (i)(c) reads as follows: "(c) are conceived or reduced to practice during your employment by Apple and relate directly to the business or products, or actual or demonstrably anticipated research or development of Apple ("Apple Inventions"), will be the sole and exclusive property of Apple, and you will and hereby do assign all your right, title, and interest in such Apple Inventions to Apple."

2.0 CONFIDENTIAL PROPRIETARY INFORMATION

You understand that your employment by Apple creates a relationship of confidence and trust with respect to any information of a confidential, proprietary, and secret nature that may be disclosed to you or otherwise learned by you in the course of your employment at Apple, including but not limited to any confidential information of third parties disclosed to Apple. Such confidential, proprietary, and secret information includes, but is not limited to, information and material relating to past, present, or future Inventions, marketing plans, manufacturing and product plans, technical specifications, hardware designs and prototypes, business strategies, financial information and forecasts, personnel information, and customer lists, and is referred to collectively in this Agreement as "Proprietary Information."

a. Confidentiality of Proprietary Information. You understand and agree that your employment by Apple requires you to keep all Proprietary Information in confidence and trust for the tenure of your employment and thereafter, and that you will not use or disclose Proprietary Information without the written consent of Apple, except as necessary to perform your duties as an employee of Apple. Upon termination of your employment with Apple, you will promptly deliver to Apple all documents and materials of any kind pertaining to your work at Apple, and you agree that you will not take with you any documents, materials, or copies thereof, whether on paper, magnetic or optical media, or any other medium, containing any Proprietary Information.

b. Information of Others. You agree that during the tenure of your employment by Apple and thereafter, you will not improperly use or disclose to Apple any confidential, proprietary, or secret information of your former employers or any other person. You further agree that you have not, and during your employment with Apple will not, bring any confidential, proprietary, or secret information of your former employer(s) or any other person(s) onto Apple property.

3.0 NO CONFLICTING OBLIGATIONS

a. No Conflicting Outside Interests. You agree that during the tenure of your employment by Apple you will not plan or engage in any other employment, occupations, consulting, or other business activities or commitments competitive with or directly related to Apple's business or products, or to its actual or demonstrably anticipated research or development, nor will you engage in any other activities that conflict with your employment obligations to Apple. Activities and commitments as used herein do not include passive investments in stocks or other financial instruments.

b. No Conflicting Agreements. You represent to Apple that you have no other commitments that would hinder or prevent the full performance of your duties as an Apple employee or your obligations under this Agreement, and you agree not to enter into any such conflicting agreement during the tenure of your employment by Apple.

c. Disclosure of Agreement. You hereby authorize Apple to notify others, including customers of Apple, and any future employers you may have, of the terms of this Agreement and your responsibilities under this Agreement.

d. During your employment and for a period of one (1) year following your termination date, you will not, directly or indirectly, solicit, encourage, recruit, or take any action intended to induce Apple employees or contractors to terminate their relationship with Apple.

4.0 NO IMPLIED EMPLOYMENT RIGHTS

You understand and agree that no term or provision of this Agreement confers upon you any rights to continued employment by Apple and that no term or provision of this Agreement obligates Apple to employ you for any specific period of time or interferes with or restricts your right or Apple's right to terminate your employment at any time for any reason.

5.0 EQUITABLE RELIEF

A breach of the provisions of sections 1.0 or 2.0 of this Agreement would cause irreparable harm and significant injury to Apple; the quantification of which is difficult to ascertain. Because such harm and injury could not be compensable by damages alone, you agree that Apple will have the right to enforce sections 1.0 and 2.0 of this Agreement by injunction, specific performance, or other equitable relief without prejudice to any other rights and remedies available to Apple in the event of a breach of this Agreement.

6.0 GENERAL PROVISIONS

a. Severability. If one or more of the provisions of this Agreement are deemed void or unenforceable by law, then the remaining provisions will continue in full force and effect.

b. Governing Law. This agreement will be governed by the laws of the state where you are currently or were most recently employed, excluding that body of law concerning conflicts of law. Any arbitration or judicial action between the parties relating to this Agreement will take place in Santa Clara County, California, and you and Apple each consent to the personal jurisdiction of and venue in the state and federal courts within Santa Clara County, California.

c. Successors and Assigns. This Agreement will be binding upon your heirs, executors, administrators, and other legal representatives, and will be for the benefit of Apple, its successors, and assigns.

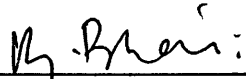
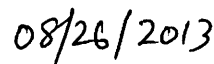
d. Entire Agreement. This Agreement sets forth the entire agreement between you and Apple relating to the subject matter of this Agreement. No modification to or amendment of this Agreement, nor any waiver of any rights under this Agreement, will be effective unless in writing signed by both you and an Apple vice president. Any subsequent changes in your duties, salary, or compensation will not affect the validity or scope of this Agreement.

e. Compliance with Laws. You agree that you will comply, and do all things necessary for Apple and its subsidiaries to comply, with the laws and regulations of all governments where Apple and its subsidiaries do business, and with provisions of contracts between any such government or its contractors and Apple or its subsidiaries.

7.0 VOLUNTARY AGREEMENT

You acknowledge that you have read this Agreement carefully, that you understand all of its terms, that all agreements between you and Apple relating to the subjects covered in this Agreement are contained in it, and that you have entered into this Agreement voluntarily and not in reliance upon any promises or representations other than those contained in this Agreement itself.

You further acknowledge that you have had the opportunity to discuss this Agreement with your private legal counsel.

	
Employee's signature	Date
BHASI KATHAMAWA	
Employee's printed name	

Please make and retain a copy of this agreement for your records.