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10 **UNITED STATES DISTRICT COURT**
11 **NORTHERN DISTRICT OF CALIFORNIA**
12 **SAN FRANCISCO DIVISION**

13 APPLE INC.,

14 Apple,

15 v.

16 MICHAEL RAMACCIOTTI and
17 JON PROSSER,

18 Prossers.

Case No. 3:25-cv-06043-JD
Hon. Judge James Donato
Courtroom: 11

**ANSWER AND AFFIRMATIVE
DEFENSES OF JON PROSSER**

JURY TRIAL DEMANDED

Action Filed: July 17, 2025
Rule 26 Conference:
Discovery Cutoff:
Pre-Trial Date:
Trial Date:

1 Defendant Jon Prosser (“Prosser”) answers and asserts his affirmative defenses
2 in response to Plaintiff Apple, Inc.’s (“Apple”) complaint. This answer and the
3 affirmative defenses do not act as a waiver of Prosser to move for future amendments,
4 if necessary, through the end of trial in this matter.
5

6 **ANSWER TO THE ALLEGATIONS**

7 **INTRODUCTION**

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10 1. With regard to the allegations of Paragraph 1 of Apple’s Complaint,
11 Prosser denies that he planned or participated in any conspiracy or coordinated
12 scheme with Prosser Michael Ramacciotti (“Ramacciotti”) for the purpose of injuring
13 Apple. Any payments by Prosser were after the fact of the alleged theft by the former
14 Apple employee, Michael Ramacciotti, and he did not agree to anything in advance
15 of the communications and actions of others. As to the remainder of this paragraph,
16 Prosser lacks information sufficient to form a belief as to the truth or falsity of the
17 allegations of this paragraph, and on that basis, denies the allegations.

18 2. With regard to the allegations of Paragraph 2 of Apple’s Complaint,
19 Prosser lacks information sufficient to form a belief as to the truth or falsity of the
20 allegations of this paragraph, and on that basis, denies the allegations.

21 3. With regard to the allegations of Paragraph 3 of Apple’s Complaint,
22 Prosser lacks information sufficient to form a belief as to the truth or falsity of the
23 allegations of this paragraph, and on that basis, denies the allegations.

24 4. With regard to the allegations of Paragraph 4 of Apple’s Complaint,
25 Prosser denies he conspired to break into Apple’s employee’s development iPhone
26 to take Apple’s secrets, and denies that he participated in any such conspiracy or
27 coordinated scheme alleged by Apple. As to the remainder of Paragraph 4, Prosser
28

1 lacks information sufficient to form a belief as to the truth or falsity of the allegations
2 of this paragraph, and on that basis, denies the allegations.

3 5. With regard to the allegations of Paragraph 5 of Apple’s Complaint,
4 Prosser denies that he accessed Ethan Lipnik’s Apple Development iPhone, and
5 denies that he planned or participated in any conspiracy or coordinated scheme with
6 Ramacciotti. As to the remainder of paragraph 5, Prosser lacks information sufficient
7 to form a belief as to the truth or falsity of the allegations of this paragraph, and on
8 that basis, denies the allegations.

9 6. With regard to the allegations of Paragraph 6 of Apple’s Complaint,
10 Admit in part, deny in part. Prosser admits Apple states that they go to great lengths
11 to protect their information but has no detailed information about such efforts, but
12 denies that he stole any of Apple’s trade secrets or accessed any devices as alleged
13 by Apple.

14 7. With regard to the allegations of Paragraph 7 of Apple’s Complaint,
15 Prosser denies that his conduct was brazen and/or egregious, denies that he jointly
16 planned to access Apple’s confidential information, that he was aware of
17 Ramacciotti’s financial situation, that he was unaware of who Ethan Lipnik was, and
18 unaware of how and when Ramacciotti gathered the information provided to Prosser.
19 As to the remainder of the paragraph, Prosser lacks information sufficient to form a
20 belief as to the truth or falsity of the allegations of this paragraph, and on that basis,
21 denies the allegations.

22 8. With regard to the allegations of Paragraph 8 of Apple’s Complaint,
23 Admit in part and deny in part. Prosser admits he participated in a FaceTime call
24 with Ramacciotti wherein Prosser was shown certain iOS features on the
25 Development iPhone. Prosser admits that Ramacciotti demonstrated several features
26 and applications, which disclosed details of the unreleased iOS 19 operating system,
27 but has not knowledge if iOS 19 was in fact “unreleased”. However, Prosser denies
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1 any knowledge of location tracking, that the iPhone used by Ramacciotti was Mr.
2 Lipnik's phone and that he knew how Ramacciotti gathered the information. As to
3 the remainder of paragraph 8 of Apple's Complaint, Prosser lacks information
4 sufficient to form a belief as to the truth or falsity of the allegations of this paragraph,
5 and on that basis, denies the remaining allegations.

6 9. With regard to the allegations of Paragraph 9 of Apple's Complaint,
7 Prosser lacks information sufficient to form a belief as to the truth or falsity of the
8 allegations of this paragraph, and on that basis, denies the allegations.

9 10. With regard to the allegations of Paragraph 10 of Apple's Complaint,
10 Admit in part, deny in part. Prosser admits that he recorded the FaceTime call video
11 with Ramacciotti, that he received income from his business's YouTube channel for
12 his three videos, and that he shared the recordings on YouTube. Prosser denies that
13 he planned or proposed any scheme to access Mr. Lipnik's Development iPhone.

14 11. With regard to the allegations of Paragraph 11 of Apple's Complaint,
15 Prosser denies that Apple has been damaged, and that he retained any other
16 confidential information from Ramacciotti. As to the remainder of the allegations in
17 paragraph 11, Prosser lacks information sufficient to form a belief as to the truth or
18 falsity of the allegations of this paragraph, and on that basis, denies the allegations.

19 12. With regard to the allegations of Paragraph 12 of Apple's Complaint,
20 Admit in part, deny in part. Admit that Apple has filed this lawsuit; but Prosser denies
21 he acted unlawfully, or that Apple suffered any damages.

22 **JURISDICTION, VENUE, AND PARTIES**

23 13. There are no factual allegations in this 13th paragraph, and on that basis,
24 Prosser does not admit or deny the statement in this paragraph.

25 14. There are no factual allegations in this 14th paragraph, and on that basis,
26 Prosser does not admit or deny the statement in this paragraph.

27 15. Admit.

1 **B. Apple Diligently Protects the Secrecy of its Proprietary and Trade**
2 **Secret Information**

3 23. With regard to the allegations of Paragraph 23 of Apple’s Complaint,
4 Prosser lacks information sufficient to form a belief as to the truth or falsity of the
5 allegations of this paragraph, and on that basis, denies the allegations.

6 24. With regard to the allegations of Paragraph 24 of Apple’s Complaint,
7 Prosser lacks information sufficient to form a belief as to the truth or falsity of the
8 allegations of this paragraph, and on that basis, denies the allegations.

9 25. With regard to the allegations of Paragraph 25 of Apple’s Complaint,
10 Prosser lacks information sufficient to form a belief as to the truth or falsity of the
11 allegations of this paragraph, and on that basis, denies the allegations.

12 26. With regard to the allegations of Paragraph 26 of Apple’s Complaint,
13 Prosser lacks information sufficient to form a belief as to the truth or falsity of the
14 allegations of this paragraph, and on that basis, denies the allegations.

15 27. With regard to the allegations of Paragraph 27 of Apple’s Complaint,
16 Prosser lacks information sufficient to form a belief as to the truth or falsity of the
17 allegations of this paragraph, and on that basis, denies the allegations.

18 **C. Prossers Conspired to Unlawfully Access and Acquire Apple**
19 **Proprietary and Trade Secret Information Without Authorization**

20 28. Deny.

21 29. With regard to the allegations of Paragraph 29 of Apple’s Complaint,
22 Admit in part, deny in part. Prosser denies enlisting or bribing Ramacciotti with
23 financial compensation in advance of the FaceTime video and disclosure of
24 information. Prosser admits sharing a portion of the YouTube advertising revenue
25 with Ramacciotti after publication of Prosser videos in order to retain exclusive
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1 communication with Ramacciotti. Once Prosser learned how Ramacciotti acquired
2 the proprietary information, he disconnected communication with Ramacciotti.

3 30. With regard to the allegations of Paragraph 30 of Apple's Complaint,
4 Prosser lacks information sufficient to form a belief as to the truth or falsity of the
5 allegations of this paragraph, and on that basis, denies the allegations.

6 31. With regard to the allegations of Paragraph 31 of Apple's Complaint,
7 Admit in part, deny in part. Prosser admits to seeing Ramacciotti unlock the iPhone
8 during call, to viewing confidential information, taking screen captures of the
9 FaceTime call, and to sharing recordings and renderings afterwards. Prosser denies
10 being involved in the decision to gather information ahead of time, denies knowing
11 that Ramacciotti used location tracking, denies knowledge that it was Ethan Lipnik's
12 phone, and denies that Ramacciotti wasn't in his own apartment.

13 32. With regard to the allegations of Paragraph 32 of Apple's Complaint,
14 Admit in part, deny in part. Prosser admits that the information was unreleased
15 software, to scripting a line in his show about the unreleased software, and admits to
16 reporting on information given to him, as any news organization would report on
17 exclusives. Prosser denies offering Ramacciotti financial compensation in return for
18 the information, and denies knowledge as to how the information was obtained by
19 Ramacciotti.

20 33. With regard to the allegations of Paragraph 33 of Apple's Complaint,
21 Prosser lacks information sufficient to form a belief as to the truth or falsity of the
22 allegations of this paragraph, and on that basis, denies the allegations.

23 34. With regard to the allegations of Paragraph 34 of Apple's Complaint,
24 Prosser lacks information sufficient to form a belief as to the truth or falsity of the
25 allegations of this paragraph, and on that basis, denies the allegations.

26 **D. Prossers Have Harmed and Pose an Ongoing Treat to Apple**

1 41. Deny. Prosser denies that he accessed Mr. Lipnik's Development iPhone
2 at any time.

3 42. With regard to the allegations of Paragraph 42 of Apple's Complaint,
4 Prosser lacks information sufficient to form a belief as to the truth or falsity of the
5 allegations of this paragraph, and on that basis, denies the allegations.

6 43. With regard to the allegations of Paragraph 43 of Apple's Complaint,
7 Prosser lacks information sufficient to form a belief as to the truth or falsity of the
8 allegations of this paragraph, and on that basis, denies the allegations.

9 44. Deny.

10 45. Denied as to Prosser. As to Ramacciotti, Prosser lacks information
11 sufficient to form a belief as to the truth or falsity of the allegations of this paragraph,
12 and on that basis, denies.

13 46. Deny.

14 47. Deny.

15 **SECOND CLAIM FOR RELIEF**

16 **(Violation of CFAA under 18 U.S.C. § 1030)**

17 48. Prosser incorporates by this reference his admissions and denials to each
18 of the above paragraphs.

19 49. With regard to the allegations of Paragraph 49 of Apple's Complaint,
20 Prosser lacks information sufficient to form a belief as to the truth or falsity of the
21 allegations of this paragraph, and on that basis, denies the allegations.

22 50. With regard to the allegations of Paragraph 50 of Apple's Complaint,
23 Admit in part, deny in part. Prosser denies conspiring to access a protected computer
24 (Apple's Development iPhone), but Prosser admits to being shown confidential files
25 by Ramacciotti from Lipnik's phone.

26 51. Deny.

27 52. Deny. Prosser denies the need to restrain future conduct.

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FOURTH AFFIRMATIVE DEFENSE
(No Damages)

58. Apple’s claims are barred because it has suffered no damages, and Prosser is not liable to Apple for any of the damages claimed or for any damages whatsoever.

FIFTH AFFIRMATIVE DEFENSE
(Speculative Damages)

59. Apple’s claims are barred to the extent that Apple’s alleged damages, if any, constitute damages or losses that are speculative and uncertain.

SIXTH AFFIRMATIVE DEFENSE
(Failure to Mitigate Damages)

60. Apple’s damages, if any, are barred in whole or in part by Apple’s failure to mitigate such damages.

SEVENTH AFFIRMATIVE DEFENSE
(Unclean Hands)

61. By virtue of Apple’s conduct, any rights or claims that Apple might otherwise have had against Prosser, if any, are barred by the doctrine of unclean hands.

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EIGHTH AFFIRMATIVE DEFENSE

(Not a Trade Secret)

62. To the extent that Apple identifies the alleged trade secrets at issue with specificity, such alleged trade secrets were already described in printed publications prior to Prosser’s publication of the “leaker video”.

NINTH AFFIRMATIVE DEFENSE

(Causation by Ramacciotti)

63. Ramacciotti’s act of displaying the features was not induced by Prosser and, as such, Ramacciotti is completely responsible for the disclosure of Apple’s alleged trade secrets, if any.

TENTH AFFIRMATIVE DEFENSE

(Equitable Indemnity)

64. Ramacciotti’s is responsible for all harm caused to Prosser and should indemnify him for all harm caused.

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2 **PROSSER’S PRAYER FOR RELIEF**

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4 WHEREFORE, Prosser Prosser prays for judgment as follows:

- 5 1. That Apple takes nothing by its Complaint;
6 2. That the Complaint be dismissed with prejudice;
7 3. That Prosser recovers his attorneys’ fees and costs of suit incurred herein
8 in defense of this action; and
9 4. For other such relief, as appropriate

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11
12 Dated: July 2, 2026

12 */s/ J. Curtis Edmondson*
13 By: _____
14 J. Curtis Edmondson
15 Attorney for Prosser JON
16 PROSSER
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CERTIFICATE OF SERVICE

I declare that I served this document(s): ANSWER AND AFFIRMATIVE DEFENSES OF JON PROSSER

BY ELECTRONIC SERVICE [Fed. Rule Civ. Proc. rule 5(b)] by electronically mailing a true and correct copy through my firm’s electronic mail system and/or by the CMECF:

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