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CALIFORNIA INSTITUTE OF  
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8  
9 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**  
10 **COUNTY OF LOS ANGELES**

11 SANDRA TROIAN, Ph.D.,

12 Plaintiff,

13 v.

14 CALIFORNIA INSTITUTE OF  
15 TECHNOLOGY,

16 Defendant.

Case No. BS152258

**DEFENDANT CALIFORNIA  
INSTITUTE OF TECHNOLOGY'S  
VERIFIED ANSWER TO THE  
PLAINTIFF SANDRA TROIAN'S  
VERIFIED COMPLAINT**

Complaint Filed: November 13, 2014  
Dept: D-82  
Judge: Luis A. Lavin

**FILED**  
Superior Court of California  
County of Los Angeles

DEC 30 2014

Sherri R. Carter, Executive Officer/Clerk  
By Mary D. Clark Deputy  
Mary D. Clark

1 California Institute of Technology ("Caltech" or "Defendant") by and through its  
2 attorneys, O'Melveny & Myers LLP, hereby answers Plaintiff's Verified Complaint for Damages  
3 and Declaratory and Injunctive Relief ("Complaint"). Defendant avers that, under California  
4 Code of Civil Procedure § 1089.5, it is not yet required to respond to Plaintiff's Petition For Writ  
5 of Mandate. Nonetheless, Defendant responds herein to Plaintiff's Petition For Writ of Mandate  
6 and Complaint for Damages in its entirety. Defendant avers that, as to each and every response  
7 denied for lack of sufficient information or belief, it is without knowledge or information  
8 sufficient to form a belief as to the truth of the subject or subjects sufficient to enable it to answer  
9 those allegations or any of them. Defendant avers that, as to each and every response denied as a  
10 mischaracterization of events, Plaintiff's allegations of her own or other individuals' statements  
11 or actions so falsely mischaracterize the meaning or context in which those representations may  
12 have been made as to require a denial. Defendant avers that its responses are based on  
13 Defendant's knowledge of the facts as of the date Defendant executed the Answer. To the extent  
14 Defendant learns new or additional information during the course of the litigation, Defendant  
15 reserves the right to seek to amend or supplement the Answer. To the extent any allegation  
16 expressly or impliedly indicates that Plaintiff was accused of research misconduct, or any conduct  
17 subject to the Research Misconduct Policy, Defendant denies. Defendant avers that, as to each  
18 and every allegation which contains argument, principles or conclusions of law, no answer is  
19 required. Defendant responds to each individual allegation as follows:

20 **ANSWER TO PRELIMINARY STATEMENT**

21 1. Defendant admits that Plaintiff has brought a Complaint for damages and a  
22 Petition for a peremptory writ of mandate against Defendant.

23 2. Defendant denies that Plaintiff disclosed to FBI agents and to Caltech officials  
24 activities at Caltech that she reasonably believed to be unlawful. Defendant avers and alleges that  
25 the remaining allegations contained in Paragraph 2 assert principles or conclusions of law, not  
26 fact, and that no answer is therefore required.

1           3.     Defendant denies that it issued erroneous findings or an erroneous decision against  
2 Plaintiff. Defendant avers and alleges that the remaining allegations contained in Paragraph 3  
3 assert principles or conclusions of law, not fact, and that no answer is therefore required.

4                                   **ANSWER TO PARTIES**

5           4.     On information and belief, Defendant admits the allegations contained in  
6 Paragraph 4.

7           5.     Defendant admits the allegations contained in Paragraph 5.

8                                   **ANSWER TO JURISDICTION AND VENUE**

9           6.     Defendant admits that, since 2006, Plaintiff is, and at all relevant times was,  
10 employed as a tenured Professor at Caltech's principal place of business in Pasadena, California,  
11 within the boundaries of Los Angeles County, California. Defendant avers and alleges that the  
12 remaining allegations contained in Paragraph 6 assert principles or conclusions of law, not fact,  
13 and that no answer is therefore required.

14                                  **ANSWER TO EXHAUSTION OF ADMINISTRATIVE REMEDIES**

15           7.     Defendant denies for lack of sufficient information or belief each and every  
16 allegation contained in Paragraph 7.

17           8.     On information and belief, Defendant admits the allegations contained in  
18 Paragraph 8.

19           9.     On information and belief, Defendant admits that Plaintiff submitted a notice of  
20 retaliation to the California Labor and Workforce Development Agency ("LWDA") along with a  
21 copy of the same letter to Defendant on May 27, 2014. Defendant avers and alleges that the  
22 remaining allegations contained in Paragraph 9 assert principles or conclusions of law, not fact,  
23 and that no answer is therefore required.

24           10.    On information and belief, Defendant admits the allegations contained in  
25 Paragraph 10.

26                                  **ANSWER TO FACTUAL ALLEGATIONS**

27           11.    Defendant admits that Plaintiff is an accomplished academic scholar and has been  
28 for over twenty-five years. Defendant understands the word "physicist" to mean a faculty

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1 member at Caltech who is educated or practicing in the field of physics, and on that basis admits  
2 that Plaintiff has been a physicist for over twenty-five years.

3 12. On information and belief, Defendant admits the allegations contained in  
4 Paragraph 12.

5 13. Defendant admits that Plaintiff was recruited to join Caltech's faculty as a  
6 Professor of Applied Physics in the Division of Engineering and Applied Science ("EAS").  
7 Defendant admits that Plaintiff was offered appointments in the Mechanical Engineering and  
8 Aeronautics options within EAS. Defendant denies the remaining allegations contained in  
9 Paragraph 13.

10 14. Defendant admits that Plaintiff began her employment at Caltech in  
11 September 2006. Defendant admits that Plaintiff executed a contract with Caltech on May 3,  
12 2006. Defendant admits that Caltech's Faculty Handbook sets out policies applicable to Plaintiff  
13 and fellow faculty members. Defendant denies the remaining allegations contained in  
14 Paragraph 14. Notwithstanding its denial, Defendant avers and alleges that the remaining  
15 allegations contained in Paragraph 14 relating to the terms governing Plaintiff's employment  
16 assert principles or conclusions of law, not fact, and that no answer is therefore required.

17 15. Defendant admits that Plaintiff is the only female faculty member in the Applied  
18 Physics option within EAS. Defendant understands the word "physicist" to include faculty  
19 members at Caltech who are educated or practicing in the field of physics, and on that basis  
20 denies the remaining allegations contained in Paragraph 15.

21 16. Defendant denies for lack of sufficient information or belief each and every  
22 allegation contained in Paragraph 16.

23 17. Defendant admits that Plaintiff is an employee of Caltech, which manages JPL, a  
24 federally-funded research and development center, for NASA. Defendant admits that Plaintiff  
25 has received funding to conduct research with employees at JPL. Defendant denies the remaining  
26 allegations contained in Paragraph 17.

1           18. Defendant avers and alleges that each and every allegation contained in  
2 Paragraph 18 asserts principles or conclusions of law, not fact, and that no answer is therefore  
3 required.

4           19. Defendant denies each and every allegation contained in Paragraph 19.

5           20. Defendant denies each and every allegation contained in Paragraph 20.

6           21. Defendant admits that DARPA provided funds to the JPL PI on the Electrospray  
7 Project. Defendant denies the remaining allegations contained in Paragraph 21.

8           22. Defendant denies each and every allegation contained in Paragraph 22.

9           23. On information and belief, Defendant admits the allegations contained in  
10 Paragraph 23.

11           24. Defendant admits the allegations contained in Paragraph 24.

12           25. Defendant denies each and every allegation contained in Paragraph 25.

13 Notwithstanding its denial, Defendant avers and alleges that each and every allegation contained  
14 in Paragraph 25 asserts principles or conclusions of law, not fact, and that no answer is therefore  
15 required.

16           26. On information and belief, Defendant admits that Plaintiff and Dr. Amir Gat  
17 signed a Technology Control Plan ("TCP") and a bona fide employee exemption memorandum.  
18 Defendant avers that the documents speak for themselves.

19           27. Defendant denies each and every allegation contained in Paragraph 27.  
20 Notwithstanding its denial, Defendant avers and alleges that each and every allegation contained  
21 in Paragraph 27 asserts principles or conclusions of law, not fact, and that no answer is therefore  
22 required.

23           28. On information and belief, Defendant denies each and every allegation contained  
24 in Paragraph 28.

25           29. Defendant denies for lack of sufficient information or belief that Dr. Gat refused to  
26 properly record and safeguard his calculations, numerical simulations, and technical details of the  
27 JPL device. Defendant avers and alleges that the remaining allegations contained in Paragraph 29  
28 assert principles or conclusions of law, not fact, and that no answer is therefore required.

1           30. Defendant denies for lack of sufficient information or belief that Dr. Gat stored  
2 project-related files and technical information on his personal laptop. Defendant avers and  
3 alleges that the remaining allegations contained in Paragraph 30 assert principles or conclusions  
4 of law, not fact, and that no answer is therefore required.

5           31. Defendant denies for lack of sufficient information or belief each and every  
6 allegation contained in Paragraph 31.

7           32. Defendant denies for lack of sufficient information or belief each and every  
8 allegation contained in Paragraph 32.

9           33. Defendant admits that Plaintiff notified Dr. Ares Rosakis, Otis Booth Leadership  
10 Chair, Division of EAS, Theodore Von Karman Professor of Aeronautics and Mechanical  
11 Engineering; Marianne Epalle, Division Administrator, EAS; and the EAS Academic Affairs  
12 Manager of her belief that a virus caused her network problems, and that she believed Dr. Gat's  
13 computer was responsible for the virus. Defendant denies for lack of sufficient information or  
14 belief the remaining allegations contained in Paragraph 33.

15           34. Defendant denies for lack of sufficient information or belief each and every  
16 allegation contained in Paragraph 34.

17           35. Defendant denies for lack of sufficient information or belief each and every  
18 allegation contained in Paragraph 35.

19           36. Defendant denies for lack of sufficient information or belief each and every  
20 allegation contained in Paragraph 36.

21           37. Defendant denies for lack of sufficient information or belief each and every  
22 allegation contained in Paragraph 37.

23           38. Defendant denies each and every allegation contained in Paragraph 38.

24           39. Defendant admits that Plaintiff met with Ms. Epalle on June 4, 2010 and that  
25 Plaintiff contacted Ms. Epalle and Dr. Rosakis on June 14, 2010. Defendant denies the remaining  
26 allegations contained in Paragraph 39.

1           40. Defendant admits that a JPL employee related allegations Plaintiff made about  
2 Dr. Gat to the JPL Facility Security Officer. Defendant denies the remaining allegations  
3 contained in Paragraph 40.

4           41. Defendant denies each and every allegation contained in Paragraph 41.

5           42. Defendant admits that, on June 8, 2010, it responded to a NASA request for  
6 information concerning Caltech's specialized capabilities to manage JPL. Defendant denies the  
7 remaining allegations contained in Paragraph 42.

8           43. Defendant admits that Plaintiff dismissed Dr. Gat on August 3, 2010. On  
9 information and belief, Defendant denies the remaining allegations contained in Paragraph 43.

10          44. Defendant admits the allegations contained in Paragraph 44.

11          45. Defendant admits that Dr. Gat emailed the JPL PI on the Electrospray Project on  
12 August 4, 2010, and avers that the email speaks for itself. Defendant denies the remaining  
13 allegations contained in Paragraph 45.

14          46. Defendant denies for lack of sufficient information or belief that, on August 8,  
15 2010, Plaintiff discovered that Dr. Gat had been posting literature pertaining to the Project on a  
16 public website since March 22, 2010, and that users worldwide were linking to the site.  
17 Defendant denies the remaining allegations contained in Paragraph 46. Notwithstanding its  
18 denials, Defendant avers and alleges that the remaining allegations contained in Paragraph 46  
19 relating to ITAR violations assert argument, principles or conclusions of law, not fact, and that no  
20 answer is therefore required.

21          47. Defendant avers that the allegations contained in Paragraph 47 concern an  
22 attorney-client privileged communication, and that no answer is therefore required.

23          48. To the extent Paragraph 48 implies that Plaintiff's requests were related to ITAR,  
24 or that Defendant failed to meet its obligations under ITAR, Defendant denies. Defendant admits  
25 that Plaintiff emailed April White-Castenada, Executive Director of Human Resources, Human  
26 Resources Department, and Ms. Epalle on August 7, 2010, and avers that the email speaks for  
27 itself. Defendant admits that Plaintiff emailed Ms. Epalle, Ms. White-Castenada, and the JPL PI  
28 on the Electrospray Project on August 8, 2010, and avers that the email speaks for itself.

1 Defendant admits that Plaintiff emailed Ms. Susan Conner, Director of Employee &  
2 Organizational Development, Employee Relations; Ms. Julia McCallin, Associate Vice President  
3 for Human Resources, Human Resources Department; and Dr. Morteza Gharib, Hans W.  
4 Liepmann Professor of Aeronautics and Professor of Bioinspired Engineering, Ronald and  
5 Maxine Lind Institute of Economic and Management Sciences, Vice Provost on August 14, 2010,  
6 and again on August 15, 2010, and avers that the emails speak for themselves. Defendant admits  
7 that Plaintiff emailed Ms. Epalle and Ms. Conner on August 15, 2010, and avers that the email  
8 speaks for itself. Defendant admits that Plaintiff emailed Ms. White-Castenada, Ms. McCallin,  
9 Ms. Epalle, Ms. Conner, and Dr. Gharib on August 18, 2010, and avers that the email speaks for  
10 itself. Defendant denies remaining allegations contained in Paragraph 48.

11 49. Defendant admits that Plaintiff met with Dr. Gharib on August 16, 2010, and  
12 admits that Dr. Gharib was, on August 16, 2010, and remains, Caltech's Vice Provost for  
13 Research. Defendant denies that Dr. Gharib was responsible for investigating Dr. Gat's, or  
14 anyone else's, possible ITAR violations or securing Dr. Gat's work-related materials. To the  
15 extent Paragraph 49 implies Plaintiff reported ITAR violations to Dr. Gharib, Defendant denies.

16 50. Defendant admits that Plaintiff requested that Defendant terminate Dr. Gat's  
17 employment, and that Plaintiff requested that Defendant secure Dr. Gat's materials pertaining to  
18 the Electrospray Project. Defendant denies the remaining allegations contained in Paragraph 50.

19 51. Defendant denies each and every allegation contained in Paragraph 51.

20 52. Defendant denies each and every allegation contained in Paragraph 52.

21 53. Defendant avers that no Caltech employee transferred ITAR-controlled  
22 information to Dr. Gat in relation to his work on the Electrospray Project, and for that reason  
23 admits that it did not review Dr. Gat's laptop. Defendant denies the remaining allegations  
24 contained in Paragraph 53.

25 54. Defendant admits the allegations contained in Paragraph 54.

26 55. Defendant admits that Dr. Gat has returned to Israel, and is an Assistant Professor  
27 of Mechanical Engineering at ITT. Defendant denies the remaining allegations contained in  
28 Paragraph 55.

1           56. Defendant denies for lack of sufficient information or belief each and every  
2 allegation contained in Paragraph 56.

3           57. Defendant denies for lack of sufficient information or belief each and every  
4 allegation contained in Paragraph 57.

5           58. Defendant denies for lack of sufficient information or belief each and every  
6 allegation contained in Paragraph 58.

7           59. Defendant denies for lack of sufficient information or belief each and every  
8 allegation contained in Paragraph 59.

9           60. Defendant denies for lack of sufficient information or belief each and every  
10 allegation contained in Paragraph 60.

11           61. Defendant admits that Dr. Rosakis, Ms. Epalle, Dr. Gharib, and Plaintiff met on  
12 July 18, 2012, and that the purpose of the meeting was to discuss matters related to Plaintiff's  
13 postdoctoral research scholars. Defendant denies for lack of sufficient information or belief the  
14 date or circumstances of Plaintiff's meeting with the FBI. Defendant denies the remaining  
15 allegations contained in Paragraph 61.

16           62. Defendant admits that Plaintiff stated she had spoken to the FBI about Dr. Gat.  
17 Defendant denies the remaining allegations contained in Paragraph 62.

18           63. Defendant denies each and every allegation contained in Paragraph 63.

19           64. Defendant denies each and every allegation contained in Paragraph 64.

20           65. Defendant admits that Dr. Rosakis and Dr. Gharib told Plaintiff they had received  
21 complaints that she had mistreated former postdoctoral research scholars, including Dr. Gat and  
22 Dr. Anoosheh Niavaranikheiri. Defendant admits that Dr. Niavaranikheiri worked as Plaintiff's  
23 postdoctoral scholar from June 2011 to June 2012. Defendant denies the remaining allegations  
24 contained in Paragraph 65.

25           66. Defendant denies each and every allegation contained in Paragraph 66.

26           67. Defendant denies each and every allegation contained in Paragraph 67.

27           68. Defendant denies each and every allegation contained in Paragraph 68.

28

1           69. Defendant denies as a mischaracterization of events each and every allegation  
2 contained in Paragraph 69.

3           70. Defendant admits that Plaintiff wrote a letter to Dr. Edward Stolper, William E.  
4 Leonhard Professor of Geology, Carl and Shirley Larson Provostial Chair, Geological and  
5 Planetary Sciences, on July 22, 2012, and avers that the letter speaks for itself. Defendant admits  
6 that Plaintiff and Dr. Stolper met on July 30, 2012. Defendant denies the remaining allegations  
7 contained in Paragraph 70.

8           71. Defendant denies that Dr. Stolper told Plaintiff that Caltech did not like its  
9 employees calling the authorities. Defendant denies as a mischaracterization of events the  
10 remaining allegations contained in Paragraph 71.

11           72. Defendant admits that Plaintiff and Dr. Stolper discussed complaints that Plaintiff  
12 had mistreated her postdoctoral scholars, including Dr. Niavarani-kheiri. Defendant denies as a  
13 mischaracterization of events that Dr. Stolper told Plaintiff "everybody is afraid of me."  
14 Defendant denies the remaining allegations contained in Paragraph 72.

15           73. Defendant admits that Dr. Gharib and Dr. Rosakis documented that three of  
16 Plaintiff's former postdoctoral research scholars—Dr. Gat, Dr. Niavarani-kheiri, and Dr. Mathias  
17 Dietzel—had serious complaints about working with Plaintiff, and avers that the documentation  
18 speaks for itself. Defendant denies the remaining allegations contained in Paragraph 73.

19           74. Defendant denies that it has not explained the complaints by Dr. Gat,  
20 Dr. Niavarani-kheiri, and Dr. Dietzel to Plaintiff. To the extent Paragraph 74 implies that Plaintiff  
21 has never seen documentation of complaints against Plaintiff, Defendant denies. Defendant  
22 denies the remaining allegations contained in Paragraph 74.

23           75. Defendant denies each and every allegation contained in Paragraph 75.

24           76. Defendant denies for lack of sufficient information or belief each and every  
25 allegation contained in Paragraph 76.

26           77. Defendant admits that Plaintiff hired Dr. Niavarani-kheiri in or around June 2011.  
27 Defendant denies for lack of sufficient information or belief the remaining allegations contained  
28 in Paragraph 77.

1           78.     To the extent Paragraph 78 implies that Dr. NiavaraniKheiri did not contribute to  
2 the research, Defendant denies. Defendant denies for lack of sufficient information or belief the  
3 remaining allegations contained in Paragraph 78.

4           79.     Defendant admits that Dr. NiavaraniKheiri left Caltech in or around June 2012.  
5 Defendant denies the remaining allegations contained in Paragraph 79.

6           80.     Defendant denies for lack of sufficient information or belief each and every  
7 allegation contained in Paragraph 80.

8           81.     Defendant admits that Plaintiff submitted several online abstracts (approximately  
9 200 words each) to the APS DFD scheduled for November 2012. Defendant denies for lack of  
10 sufficient information or belief the remaining allegations contained in Paragraph 81.

11          82.     Defendant admits that APS talks are designed to be ten-minute reports by  
12 members of the scientific community. Defendant denies the remaining allegations contained in  
13 Paragraph 82.

14          83.     Defendant admits that APS abstracts are 200-word summaries that researchers  
15 submit in advance of their talks. Defendant denies the remaining allegations contained in  
16 Paragraph 83.

17          84.     Defendant admits that Plaintiff submitted an abstract on thermal slip that did not  
18 include Dr. NiavaraniKheiri's name. Defendant denies the remaining allegations contained in  
19 Paragraph 84.

20          85.     Defendant admits that APS abstracts can list multiple authors, and that the APS  
21 accepts one abstract per first author. Defendant admits that Plaintiff listed M. Pucci, Plaintiff's  
22 cat, as the first author on the 2012 APS abstract. Defendant admits that Plaintiff listed herself as  
23 second author on the 2012 APS abstract because she was first author on another abstract that year.  
24 Defendant denies the remaining allegations contained in Paragraph 85. To the extent  
25 Paragraph 85 implies that Dr. NiavaraniKheiri did not contribute to the research, Defendant  
26 denies.  
27  
28

1           86. Defendant denies for lack of sufficient information or belief each and every  
2 allegation contained in Paragraph 86. To the extent Paragraph 86 implies that it was appropriate  
3 for Plaintiff to list her cat as first author in place of Dr. Niavaranikheiri, Defendant denies.

4           87. Defendant admits that Plaintiff delivered the 2012 APS talk for which her cat was  
5 listed as the first author. Defendant denies for lack of sufficient information or belief the  
6 remaining allegations contained in Paragraph 87.

7           88. Defendant denies for lack of sufficient information or belief each and every  
8 allegation contained in Paragraph 88.

9           89. Defendant denies the allegation contained in Paragraph 89.

10          90. Defendant admits that Dr. Gat and Dr. Gharib attended the 2012 APS meeting.  
11 Defendant denies for lack of sufficient information or belief the remaining allegations contained  
12 in Paragraph 90.

13          91. Defendant admits that Dr. Gharib, Dr. Rosakis, and Plaintiff met on December 14,  
14 2012 in Dr. Rosakis's office. Defendant denies the remaining allegations contained in  
15 Paragraph 91.

16          92. Defendant denies each and every allegation contained in Paragraph 92.

17          93. Defendant admits that Dr. Gharib and Dr. Rosakis questioned the identity of  
18 M. Pucci, and that Plaintiff identified M. Pucci as her cat. Defendant admits that Dr. Gharib and  
19 Dr. Rosakis questioned Plaintiff's listing of a cat on the 2012 APS abstract in place of  
20 Dr. Niavaranikheiri. Defendant denies the remaining allegations contained in Paragraph 93.

21          94. Defendant admits that Plaintiff took the positions stated in Paragraph 94.  
22 Defendant denies Plaintiff's positions in Paragraph 94.

23          95. Defendant admits that Plaintiff took the positions stated in Paragraph 95.  
24 Defendant avers that the Investigation Committee found that the placeholder name was used to  
25 circumvent APS rules. Defendant denies Plaintiff's remaining positions in Paragraph 95.

26          96. Defendant denies each and every allegation contained in Paragraph 96.

1           97. Defendant admits that Dr. Gharib and Dr. Rosakis believed that Plaintiff's listing  
2 of a cat on her APS abstract was harmful to Caltech's reputation. Defendant denies the remaining  
3 allegations contained in Paragraph 97.

4           98. Defendant admits that Dr. Kaushik Bhattacharya, Howell N. Tyson Sr. Professor  
5 of Mechanics and Professor of Materials Science, Executive Officer for Mechanical and Civil  
6 Engineering, emailed Plaintiff on December 17, 2012, and avers that the email speaks for itself.

7           99. Defendant admits that Dr. Rosakis and Dr. Bhattacharya are both professors in the  
8 EAS Division. Defendant denies the remaining allegations contained in Paragraph 99.

9           100. Defendant avers that the December 17, 2012 email speaks for itself, and denies the  
10 remaining allegations contained in Paragraph 100.

11           101. Defendant admits that Plaintiff responded to Dr. Bhattacharya's email on  
12 January 4, 2013, and again on February 27, 2013, and avers that the emails speak for themselves.  
13 Defendant denies the remaining allegations contained in Paragraph 101.

14           102. Defendant admits that Daniel McCleese, Chief Scientist, JPL, Jonas Zmuidzinas,  
15 Chief Technologist, JPL, and Dr. Stolper were responsible, on behalf of the Office of the Chief  
16 Scientist and Chief Technologist, for notifying all individuals who submitted pre-proposals for  
17 funding to the President's and Director's Fund of the decision in response to the pre-proposal.  
18 Defendant admits that, on December 18, 2012, the Office of the Chief Scientist and Chief  
19 Technologist sent an email to Plaintiff for the same purpose, and avers that the email speaks for  
20 itself. Defendant denies for lack of sufficient information or belief the remaining allegations  
21 contained in Paragraph 102.

22           103. Defendant admits that Plaintiff and Dr. Stolper communicated via telephone on  
23 December 21, 2012. Defendant admits that Dr. Stolper expressed his strong belief that Plaintiff's  
24 listing of a cat on her APS abstract instead of Dr. Niavarani was serious and had harmed the  
25 reputation of Caltech. Defendant denies that Dr. Stolper characterized Plaintiff's actions as  
26 "research misconduct," and denies the remaining allegations contained in Paragraph 103.

27           104. To the extent Paragraph 104 implies Plaintiff was accused of research misconduct,  
28 or any conduct subject to the Research Misconduct Policy, Defendant denies. Defendant avers

1 that each and every allegation contained in Paragraph 104 is opinion, not fact, and that no answer  
2 is therefore required.

3 105. Defendant admits that Dr. Stolper asked Plaintiff to send him the slides from her  
4 2012 APS presentation. Defendant denies for lack of sufficient information or belief the  
5 remaining allegations contained in Paragraph 105.

6 106. Defendant admits that Dr. Stolper emailed Plaintiff on December 24, 2012, and  
7 avers that the email speaks for itself. Defendant denies for lack of sufficient information or belief  
8 the remaining allegations contained in Paragraph 106.

9 107. Defendant admits that Dr. Stolper emailed Plaintiff on December 29, 2012, and  
10 avers that the email speaks for itself. Defendant denies the remaining allegations contained in  
11 Paragraph 107.

12 108. Defendant admits that Plaintiff emailed Dr. Stolper a three-page letter on  
13 January 4, 2013, and avers that the letter speaks for itself. Defendant denies the remaining  
14 allegations contained in Paragraph 108.

15 109. Defendant admits that the allegations quote portions of Caltech's Whistleblower  
16 Policy, and that the Whistleblower Policy applies to Plaintiff. Defendant avers that the  
17 Whistleblower Policy speaks for itself. Defendant denies the remaining allegations contained in  
18 Paragraph 109. Notwithstanding its denial, Defendant avers and alleges that the remaining  
19 allegations contained in Paragraph 109 relating to the terms governing Plaintiff's employment  
20 contract assert principles or conclusions of law, not fact, and that no answer is therefore required.

21 110. Defendant admits that, on February 26, 2013, Dr. Stolper told Plaintiff that he  
22 intended to move forward with an investigation. Defendant admits that Dr. Gharib and Dr.  
23 Rosakis provided a summary of their December 14, 2012 meeting, dated January 29, 2013, to  
24 Dr. Stolper. Defendant denies the remaining allegations contained in Paragraph 110.

25 111. Defendant admits that, on March 1, 2013, Dr. Grace Fisher-Adams, Director,  
26 Office of Research Compliance, emailed Plaintiff a letter from Dr. Stolper, and avers that the  
27 letter speaks for itself.

28 112. Defendant denies each and every allegation contained in Paragraph 112.

1           113. Defendant admits that it did not accuse Plaintiff of research misconduct.  
2 Defendant admits that it used its Research Misconduct Policy as "guidance" and a "framework"  
3 for its investigation into the authorship issues regarding the 2012 APS abstract, and that  
4 Dr. Stolper, Dr. Fisher-Adams, and members of the Investigation Committee informed Plaintiff of  
5 the same during the administrative process. Defendant admits that Dr. Fisher-Adams emailed a  
6 letter to Plaintiff from Dr. Stolper on March 1, 2013, and avers that the letter speaks for itself.  
7 Defendant denies the remaining allegations contained in Paragraph 113.

8           114. Defendant admits that Dr. Stolper assembled an Investigation Committee to  
9 investigate the authorship issues regarding the 2012 APS abstract. Defendant denies the  
10 remaining allegations contained in Paragraph 114.

11           115. Defendant admits that the Investigation Committee interviewed Plaintiff and three  
12 witnesses between March 1, 2013 and May 8, 2013, and requested information and documents  
13 from Plaintiff and one witness. Defendant admits that it did not show Plaintiff a physical copy of  
14 Dr. Niavarani's complaint against her, but avers that it informed her of the substance of the  
15 complaint. Defendant admits that Plaintiff submitted a response on April 19, 2013. Defendant  
16 denies the remaining allegations contained in Paragraph 115.

17           116. To the extent Paragraph 116 implies Plaintiff was accused of research misconduct,  
18 or any conduct subject to the Research Misconduct Policy, Defendant denies. Defendant admits  
19 that Plaintiff attended a hearing before the Investigation Committee on May 7, 2013 to discuss the  
20 authorship issues regarding the 2012 APS abstract. Defendant admits that Dr. Fisher-Adams was  
21 present. Defendant admits that the hearing lasted nearly three hours, and that, towards the end of  
22 the hearing, the Investigation Committee requested that Plaintiff provide them with information  
23 relating to a ten-minute presentation by Plaintiff at the 2013 APS conference. To the extent  
24 Paragraph 116 implies that the Investigation Committee members or Dr. Fisher-Adams, who  
25 documented the proceedings, were not neutral, Defendant denies. Defendant denies the  
26 remaining allegations contained in Paragraph 116.

27           117. To the extent Paragraph 117 implies Plaintiff was accused of research misconduct,  
28 or any conduct subject to the Research Misconduct Policy, Defendant denies. Defendant admits

1 that Plaintiff submitted emails between herself and Dr. Niavaranikheiri to the Investigation  
2 Committee after May 7, 2013. Defendant denies the remaining allegations contained in  
3 Paragraph 117.

4 118. Defendant admits that, on July 1, 2013, the Investigation Committee submitted to  
5 Plaintiff a Draft Report dated June 25, 2013. Defendant admits that Dr. Stolper became Interim  
6 President on July 1, 2013. Defendant denies the remaining allegations contained in  
7 Paragraph 118.

8 119. To the extent Paragraph 119 implies Plaintiff was accused of research misconduct,  
9 or any conduct subject to the Research Misconduct Policy, Defendant denies. Defendant admits  
10 that Dr. Niavaranikheiri emailed Ms. White-Castenada on October 3, 2012 to inquire as to the  
11 identity of M. Pucci and as to the absence of her name on the 2012 APS abstract. Defendant  
12 admits that, on October 4, 2012, Dr. Gharib asked Ms. White-Castenada to ask  
13 Dr. Niavaranikheiri if she had any documents to demonstrate her contributions to the 2012 APS  
14 abstract, and that Dr. Niavaranikheiri responded on the same day with supporting documentation  
15 to demonstrate her contributions to the 2012 APS abstract, on which Plaintiff's cat was listed as  
16 the first author in place of Dr. Niavaranikheiri. Defendant admits that Dr. Niavaranikheiri was  
17 not willing to be interviewed by the Investigation Committee. Defendant denies the remaining  
18 allegations contained in Paragraph 119.

19 120. Defendant admits that, on August 19, 2013, Plaintiff provided a 125-page response  
20 to the Draft Report. Defendant denies the remaining allegations contained in Paragraph 120.

21 121. Defendant admits that the Investigation Committee issued a Final Report on  
22 September 1, 2013, and avers that the Final Report speaks for itself. Defendant admits that,  
23 through clerical error, the copy Plaintiff received omitted pages of an attachment authored by  
24 Plaintiff, and that Dr. Fisher-Adams informed Plaintiff of the same. Defendant denies the  
25 remaining allegations contained in Paragraph 121.

26 122. Defendant admits that the Final Report contained a letter from Plaintiff to  
27 Dr. Stolper dated January 4, 2013, and avers that the letter speaks for itself. Defendant denies the  
28 remaining allegations contained in Paragraph 122.

1           123. To the extent Paragraph 123 implies Plaintiff was accused of research misconduct,  
2 or any conduct subject to the Research Misconduct Policy, Defendant denies. Defendant admits  
3 that Dr. Melany Hunt, Dotty and Dick Hayman Professor of Mechanical Engineering, who was  
4 the Vice Provost for Academic Affairs during the time period relevant to Paragraph 123, issued a  
5 decision affirming the Investigation Committee's findings on October 17, 2013 and avers that the  
6 document speaks for itself. Defendant admits that Dr. Hunt's decision is retained in the EAS  
7 Division Office and the Office of the Provost, and is part of Plaintiff's personnel records.  
8 Defendant denies the remaining allegations contained in Paragraph 123.

9           124. To the extent Paragraph 124 implies Plaintiff was accused of research misconduct,  
10 or any conduct subject to the Research Misconduct Policy, Defendant denies. Defendant denies  
11 that Plaintiff submitted an appeal pursuant to the Research Misconduct Policy. Subject to those  
12 limitations, Defendant admits the remaining allegations contained in Paragraph 124.

13           125. To the extent Paragraph 125 implies Plaintiff was accused of research misconduct,  
14 or any conduct subject to the Research Misconduct Policy, Defendant denies. Subject to that  
15 limitation, Defendant admits the allegations contained in Paragraph 125.

16           126. Defendant admits the allegations contained in Paragraph 126.

17           127. To the extent Paragraph 127 alleges or implies Plaintiff was accused of research  
18 misconduct, or any conduct subject to the Research Misconduct Policy, Defendant denies.  
19 Defendant denies as a mischaracterization of events each and every allegation contained in  
20 Paragraph 127.

21           128. Defendant admits that Dr. Stolper referred to a scene from the movie Harvey  
22 during his discussion with Plaintiff. Defendant denies the remaining allegations contained in  
23 Paragraph 128.

24           129. Defendant admits that Plaintiff wrote a letter to Dr. Stolper dated April 11, 2014,  
25 and avers that the letter speaks for itself; however, Defendant denies that the April 11, 2014 letter  
26 accurately memorialized the appeal meeting. Defendant denies as a mischaracterization of events  
27 the remaining allegations contained in Paragraph 129.

1           130. To the extent Paragraph 130 alleges or implies Plaintiff was accused of research  
2 misconduct, or any conduct subject to the Research Misconduct Policy, Defendant denies.  
3 Defendant denies that Dr. Stolper's decision was pursuant to the Research Misconduct Policy.  
4 Subject to those limitations, Defendant admits that Plaintiff wrote a letter to Dr. Stolper dated  
5 April 11, 2014, and admits that Dr. Stolper issued a final decision affirming the Investigation  
6 Committee's findings—but not its recommendations—three days later, on April 14, 2014.  
7 Defendant avers that the April 14, 2014 decision speaks for itself.

8           131. Defendant admits that Dr. McCleese, Dr. Zmuidzinis, and Dr. Stolper were  
9 responsible, on behalf of the Office of the Chief Scientist and Chief Technologist, for notifying  
10 all individuals who submitted pre-proposals and proposals for funding to the President's and  
11 Director's Fund of the funding decisions in response to the pre-proposals and proposals.  
12 Defendant admits that, on January 14, 2014, and again on April 22, 2014, the Office of the Chief  
13 Scientist and Chief Technologist sent emails to the Plaintiff for the same purpose, and avers that  
14 the emails speak for themselves. Defendant denies for lack of sufficient information or belief the  
15 remaining allegations contained in Paragraph 131.

16           132. To the extent Paragraph 132 implies Plaintiff was accused of research misconduct,  
17 or any conduct subject to the Research Misconduct Policy, Defendant denies. Subject to that  
18 limitation, Defendant avers that the Research Misconduct Policy speaks for itself.

19           133. To the extent Paragraph 133 implies Plaintiff was accused of research misconduct,  
20 or any conduct subject to the Research Misconduct Policy, Defendant denies. Subject to that  
21 limitation, Defendant admits that the allegation quotes a portion of the Research Misconduct  
22 Policy, and avers that the Research Misconduct Policy speaks for itself.

23           134. To the extent Paragraph 134 implies Plaintiff was accused of research misconduct,  
24 or any conduct subject to the Research Misconduct Policy, Defendant denies. Subject to that  
25 limitation, because Plaintiff was not accused of Research Misconduct, Defendant admits that it  
26 did not include an Inquiry stage in its administrative process for the authorship issues regarding  
27 the 2012 APS abstract.  
28

1           135. To the extent Paragraph 135 implies Plaintiff was accused of research misconduct,  
2 or any conduct subject to the Research Misconduct Policy, Defendant denies. Subject to that  
3 limitation, Defendant admits that Plaintiff received written documentation that Defendant  
4 intended to conduct an investigation into the authorship issues regarding the 2012 APS abstract  
5 for the first time on March 1, 2013, and avers that the documentation speaks for itself.

6           136. To the extent Paragraph 136 implies Plaintiff was accused of research misconduct,  
7 or any conduct subject to the Research Misconduct Policy, Defendant denies. Defendant admits  
8 that Plaintiff emailed Dr. Fisher-Adams on March 5, 2013, and avers that the email speaks for  
9 itself. Defendant admits that Plaintiff expressed her position that she was entitled to an Inquiry  
10 during her hearing on May 7, 2013, and avers that the documentation of the hearing speaks for  
11 itself. Defendant admits that Plaintiff wrote a letter to Dr. Jed Buchwald, Dr. Ellen Rothenberg,  
12 Dr. Konstantinos Giapis, Dr. Paul Dimotakis, and Dr. Fisher-Adams on June 11, 2013, and avers  
13 that the letter speaks for itself. Defendant denies that any of the individuals to whom Plaintiff  
14 emailed or spoke on the subject of an Inquiry stage on March 5, 2013, May 7, 2013, or June 11,  
15 2013 claimed that the December 14, 2012 meeting between Plaintiff, Dr. Gharib, and Dr. Rosakis  
16 constituted an Inquiry. Defendant denies the remaining allegations contained in Paragraph 136.

17           137. To the extent Paragraph 137 implies Plaintiff was accused of research misconduct,  
18 or any conduct subject to the Research Misconduct Policy, Defendant denies. Because Plaintiff  
19 did not engage in conduct subject to the Research Misconduct Policy, Defendant admits that it did  
20 not provide Plaintiff with the Inquiry process set forth in the Research Misconduct Policy.  
21 Defendant denies the remaining allegations contained in Paragraph 137.

22           138. To the extent Paragraph 138 implies Plaintiff was accused of research misconduct,  
23 or any conduct subject to the Research Misconduct Policy, Defendant denies. Subject to that  
24 limitation, Defendant admits that the allegation quotes a portion of the Research Misconduct  
25 Policy, and avers that the Research Misconduct Policy speaks for itself.

26           139. To the extent Paragraph 139 implies Plaintiff was accused of research misconduct,  
27 or any conduct subject to the Research Misconduct Policy, Defendant denies. Subject to that  
28 limitation, Defendant avers that the Research Misconduct Policy speaks for itself. Defendant

1 admits that Dr. Buchwald, Doris and Henry Dreyfuss Professor of History, was the Chair of the  
2 Investigation Committee. Defendant admits that Dr. Dimotakis is the John K. Northrop Professor  
3 of Aeronautics and Professor of Applied Physics. Defendant admits that Dr. Giapis is a Professor  
4 of Chemical Engineering. Defendant admits that Dr. Rothenberg is the Albert Billings Ruddock  
5 Professor of Biology. Defendant admits that it did not seek individuals outside of Caltech to  
6 participate as members of the Investigation Committee. Defendant denies the remaining  
7 allegations contained in Paragraph 139.

8 140. To the extent Paragraph 140 implies Plaintiff was accused of research misconduct,  
9 or any conduct subject to the Research Misconduct Policy, Defendant denies. Subject to that  
10 limitation, Defendant admits that the allegation quotes a portion of the Research Misconduct  
11 Policy, and avers that the Research Misconduct Policy speaks for itself.

12 141. To the extent Paragraph 141 implies Plaintiff was accused of research misconduct,  
13 or any conduct subject to the Research Misconduct Policy, Defendant denies. Defendant denies  
14 each and every allegation contained in Paragraph 141.

15 142. Defendant admits that Dr. Dimotakis was Chief Technologist of JPL in 2010.  
16 Defendant admits that Dr. Dimotakis and Dr. Rosakis have published together. Defendant denies  
17 the remaining allegations contained in Paragraph 142.

18 143. Defendant admits that Dr. Giapis has a professional relationship with Dr. Dietzel's  
19 Ph.D. thesis supervisor. Defendant admits that Dr. Rosakis and Dr. Gharib met with Plaintiff on  
20 July 18, 2012 to discuss complaints of postdoctoral scholars against Plaintiff, including  
21 Dr. Dietzel's complaint. Defendant admits that Dr. Dimotakis recommended to Dr. Stolper that  
22 Dr. Giapis serve on the Investigation Committee. Defendant denies the remaining allegations  
23 contained in Paragraph 143.

24 144. Defendant admits that, on May 10, 2013, two months after Plaintiff was informed  
25 that Dr. Dimotakis and Dr. Giapis would serve on the Investigation Committee, Plaintiff asserted  
26 that there were conflicts of interest on the part of Dr. Dimotakis and Dr. Giapis to Committee  
27 Chair Buchwald. Defendant denies the remaining allegations in Paragraph 144.

28

1           145. To the extent Paragraph 145 implies Plaintiff was accused of research misconduct,  
2 or any conduct subject to the Research Misconduct Policy, Defendant denies. Subject to that  
3 limitation, Defendant admits that the allegation quotes a portion of the Research Misconduct  
4 Policy, and avers that the Research Misconduct Policy speaks for itself. Defendant denies the  
5 remaining allegations in Paragraph 145.

6           146. To the extent Paragraph 146 implies Plaintiff was accused of research misconduct,  
7 or any conduct subject to the Research Misconduct Policy, Defendant denies. Defendant admits  
8 that the allegation quotes portion of correspondence dated March 12, 2013 between Plaintiff and  
9 Dr. Fisher-Adams, and avers that the correspondence speaks for itself. Defendant denies the  
10 remaining allegations in Paragraph 146.

11           147. To the extent Paragraph 147 implies Plaintiff was accused of research misconduct,  
12 or any conduct subject to the Research Misconduct Policy, Defendant denies. Defendant denies  
13 that it insisted, at any time, that Defendant's entire laptop be imaged. Defendant avers that it told  
14 Plaintiff she could remove materials unrelated to the authorship issues before her laptop was  
15 imaged.

16           148. Defendant denies each and every allegation contained in Paragraph 148.

17           149. To the extent Paragraph 149 implies Plaintiff was accused of research misconduct,  
18 or any conduct subject to the Research Misconduct Policy, Defendant denies. Subject to that  
19 limitation, Defendant admits that the allegation quotes a portion of the Draft Report issued on  
20 June 25, 2013, and avers that the Draft Report speaks for itself. Defendant denies the remaining  
21 allegations contained in Paragraph 149.

22           150. To the extent Paragraph 150 implies Plaintiff was accused of research misconduct,  
23 or any conduct subject to the Research Misconduct Policy, Defendant denies. Subject to that  
24 limitation, Defendant admits that the allegation quotes a portion of the Research Misconduct  
25 Policy, and avers that the Research Misconduct Policy speaks for itself.

26           151. To the extent Paragraph 151 implies Plaintiff was accused of research misconduct,  
27 or any conduct subject to the Research Misconduct Policy, Defendant denies. Subject to that  
28

1 limitation, Defendant avers that the Final Report speaks for itself. Defendant denies the  
2 remaining allegations contained in Paragraph 151.

3 152. To the extent Paragraph 152 implies Plaintiff was accused of research misconduct,  
4 or any conduct subject to the Research Misconduct Policy, Defendant denies. Subject to that  
5 limitation, Defendant admits that Plaintiff provided hundreds of pages of documents to the  
6 Investigation Committee to respond to the authorship issues regarding the 2012 APS abstract, and  
7 avers that the documents speak for themselves. Defendant avers that the Final Report speaks for  
8 itself. Defendant denies the remaining allegations contained in Paragraph 152.

9 153. To the extent Paragraph 153 implies Plaintiff was accused of research misconduct,  
10 or any conduct subject to the Research Misconduct Policy, Defendant denies. Subject to that  
11 limitation, Defendant admits that Plaintiff submitted an appeal to Dr. Hunt, and avers that the  
12 document speaks for itself. Defendant denies the remaining allegations contained in  
13 Paragraph 153.

14 154. To the extent Paragraph 154 implies Plaintiff was accused of research misconduct,  
15 or any conduct subject to the Research Misconduct Policy, Defendant denies. Subject to that  
16 limitation, Defendant admits that the allegation quotes a portion of the Research Misconduct  
17 Policy, and avers that the Research Misconduct Policy speaks for itself.

18 155. To the extent Paragraph 155 implies Plaintiff was accused of research misconduct,  
19 or any conduct subject to the Research Misconduct Policy, Defendant denies. Subject to that  
20 limitation, Defendant admits that Dr. Stolper defined the initial scope of the Investigation  
21 Committee's review of the authorship issues regarding the 2012 APS abstract. Defendant admits  
22 that the allegation that "all stages of the procedure should be fully documented" quotes a portion  
23 of the Research Misconduct Policy. Defendant denies the remaining allegations contained in  
24 Paragraph 155.

25 156. To the extent Paragraph 156 implies Plaintiff was accused of research misconduct,  
26 or any conduct subject to the Research Misconduct Policy, Defendant denies. Subject to that  
27 limitation, Defendant admits that the allegation quotes a portion of the Research Misconduct  
28

1 Policy, and avers that the Research Misconduct Policy speaks for itself. Defendant denies the  
2 remaining allegations contained in Paragraph 156.

3 157. To the extent Plaintiff's allegation implies that Plaintiff was being investigated for  
4 research misconduct, or any conduct subject to the Research Misconduct Policy, Defendant  
5 denies. Subject to that limitation, Defendant admits that it initiated its administrative process in  
6 February 2013. Defendant admits that the investigation into the authorship issues regarding the  
7 2012 APS abstract arose from allegations that Defendant received from Dr. NiavaraniKheiri,  
8 Plaintiff's former postdoctoral scholar, and that Dr. Stolper, Dr. Fisher-Adams, and members of  
9 the Investigation Committee informed Plaintiff of the same. Defendant admits that Plaintiff  
10 received the Investigation Committee's Draft Report in July 2013. To the extent Plaintiff's  
11 allegation implies Dr. NiavaraniKheiri did not provide information to support her allegations,  
12 Defendant denies. Defendant denies for lack of sufficient information or belief when Plaintiff  
13 learned that the Committee did not interview Dr. NiavaraniKheiri. Defendant denies the  
14 remaining allegations contained in Paragraph 157.

15 158. Defendant admits that Dr. NiavaraniKheiri emailed Ms. White-Castenada to  
16 inquire about the identity of "M. Pucci," the first listed author on Plaintiff's 2012 APS abstract,  
17 and to express her concern that she was not listed as an author on the abstract, on October 3,  
18 2012. Defendant admits that Dr. NiavaraniKheiri did not state that Plaintiff engaged in  
19 plagiarism, misappropriation of her work, or any conduct subject to the Research Misconduct  
20 Policy. Defendant admits that Dr. Gharib learned of Dr. NiavaraniKheiri's email on or around  
21 October 3, 2012, and that he requested that Dr. NiavaraniKheiri provide additional information on  
22 the work that she had performed with Plaintiff that formed the basis of Dr. NiavaraniKheiri's  
23 email. Defendant admits that the 2012 APS DFD conference was held on or around  
24 November 18, 2012. Defendant admits that it informed Plaintiff of the allegations raised by  
25 Dr. NiavaraniKheiri on December 14, 2012. Defendant denies the remaining allegations  
26 contained in Paragraph 158.

27 159. Defendant admits that the Investigation Committee did not directly interview  
28 Dr. NiavaraniKheiri. To the extent Plaintiff's allegation implies that Dr. NiavaraniKheiri did not

1 provide information to Caltech to support her allegations, Defendant denies. Defendant denies  
2 the remaining allegations contained in Paragraph 159.

3 160. To the extent Paragraph 160 implies Plaintiff was accused of research misconduct,  
4 or any conduct subject to the Research Misconduct Policy, Defendant denies. Defendant denies  
5 each and every allegation contained in Paragraph 160.

6 161. Defendant denies each and every allegation contained in Paragraph 161.

7 162. To the extent Paragraph 162 implies Plaintiff was accused of research misconduct,  
8 or any conduct subject to the Research Misconduct Policy, Defendant denies. Subject to that  
9 limitation, Defendant admits that Plaintiff submitted documents to the Investigation Committee in  
10 advance of the May 7, 2013 hearing, and avers that the documents speak for themselves.

11 Defendant admits that the Committee discussed a subset of the documents submitted by Plaintiff  
12 at the May 7, 2013 hearing, and avers that the documentation of the hearing speaks for itself.

13 Defendant admits that the Investigation Committee issued a Final Report on September 1, 2013,  
14 and admits that, through clerical error, the copy Plaintiff received omitted pages of an attachment  
15 authored by Plaintiff. Defendant denies the remaining allegations contained in Paragraph 162.

16 163. Defendant admits that Plaintiff took the position that there were 70 examples of  
17 changes listed in the 2012 APS DFD Program Corrigenda, and that two of these changes resulted  
18 in the same researcher presenting twice at the conference. Defendant denies the remaining  
19 allegations contained in Paragraph 163.

20 164. Defendant denies each and every allegation contained in Paragraph 164.

21 165. To the extent Paragraph 165 implies Plaintiff was accused of research misconduct,  
22 or any conduct subject to the Research Misconduct Policy, Defendant denies. Subject to that  
23 limitation, Defendant admits that the Investigation Committee interviewed Dr. Manoochehr  
24 Koochesfahani, Professor of Mechanical Engineering, Michigan State University on or around  
25 March 20, 2013. Defendant admits that Dr. Koochesfahani obtained his Ph.D. in Aeronautics  
26 from Caltech in 1984, and that Dr. Dimotakis was Dr. Koochesfahani's Ph.D. advisor. Defendant  
27 denies the remaining allegations contained in Paragraph 165.

1           166. To the extent Paragraph 166 implies that Plaintiff was accused of research  
2 misconduct, or any conduct subject to the Research Misconduct Policy, Defendant denies.  
3 Subject to that limitation, Defendant admits that the allegation quotes a portion of the Research  
4 Misconduct Policy. and avers that the Research Misconduct Policy speaks for itself. Defendant  
5 denies the remaining allegations contained in Paragraph 166.

6           167. To the extent Paragraph 167 implies that Plaintiff was accused of research  
7 misconduct, or any conduct subject to the Research Misconduct Policy, Defendant denies.  
8 Subject to that limitation, Defendant admits that Dr. Fisher-Adams was a licensed and active  
9 attorney in the State of California at the time of the administrative process. To the extent  
10 Paragraph 167 implies that Dr. Fisher-Adams practiced law on behalf of Defendant, or  
11 represented Defendant in her capacity as an attorney during the administrative process, Defendant  
12 denies. Defendant denies the remaining allegations contained in Paragraph 167.

13           168. Defendant admits that Dr. Fisher-Adams provided administrative support to the  
14 Investigation Committee. Defendant admits that Dr. Fisher-Adams reports directly to Dr. Gharib.  
15 Defendant denies the remaining allegations contained in Paragraph 168.

16           169. Defendant admits that Dr. Fisher-Adams was responsible for providing  
17 administrative support to the Investigation Committee, including collecting documents from  
18 Plaintiff for the Investigation Committee and documenting Plaintiff's May 7, 2013 hearing.  
19 Defendant admits that Dr. Fisher-Adams prepared an 11-page summary transcript of Plaintiff's  
20 hearing, which speaks for itself. Defendant denies that Plaintiff's hearing, or any proceeding  
21 conducted in the course of the administrative process, was recorded by audio or other media, and  
22 for that reason admits that Plaintiff was not given a copy of an audio recording. Defendant denies  
23 the remaining allegations contained in Paragraph 169.

24           170. Defendant admits that Dr. Stolper emailed Plaintiff on December 29, 2012, and  
25 avers that the email speaks for itself. Defendant denies the remaining allegations contained in  
26 Paragraph 170.

27           171. To the extent Paragraph 171 implies Plaintiff was accused of research misconduct,  
28 or any conduct subject to the Research Misconduct Policy, Defendant denies. Subject to that

1 limitation, Defendant admits that Dr. Stolper defined the initial scope of the Investigation  
2 Committee's review of the authorship issues regarding the 2012 APS abstract, heard Plaintiff's  
3 appeal, and affirmed the Investigation Committee's findings—but not its recommendations—as a  
4 final decision. Defendant denies the remaining allegations contained in Paragraph 171.

5 172. Defendant denies each and every allegation contained in Paragraph 172.

6 173. Defendant admits that Caltech Property Services sent an email to Plaintiff on  
7 September 18, 2013, and avers that the email speaks for itself. Defendant admits that Caltech  
8 employees later acknowledged that the equipment that was the subject of the September 18, 2013  
9 email never belonged to Plaintiff. Defendant denies the remaining allegations contained in  
10 Paragraph 173.

11 174. Defendant denies each and every allegation contained in Paragraph 174.

12 175. Defendant admits that the EAS Visiting Committee includes Caltech trustees,  
13 business leaders, and faculty from leading universities. Defendant avers that it selects a specific  
14 subset of faculty to attend meetings with the Visiting Committee, which generally includes  
15 Caltech and EAS Division leadership, and new or junior faculty members. For that reason,  
16 Defendant admits that it invited Plaintiff to meet with the Visiting Committee in 2007, when she  
17 was a new faculty member, and admits that it did not invite Plaintiff to meet with the Visiting  
18 Committee in 2014. Defendant denies the remaining allegations contained in Paragraph 175.

19 176. Defendant denies each and every allegation contained in Paragraph 176.

20 177. Defendant admits that Plaintiff is a tenured faculty member, with experience in  
21 industry and academia, but denies for lack of sufficient information or belief the existence,  
22 frequency or nature of Plaintiff's positions as an advisor or consultant to other universities,  
23 government, or industry. Defendant denies the remaining allegations contained in Paragraph 177.

24 178. Defendant denies each and every allegation contained in Paragraph 178.

25 179. Defendant denies each and every allegation contained in Paragraph 179.

26 180. Defendant denies that its administrative process was retaliatory or brought on  
27 baseless charges. Defendant denies for lack of sufficient information or belief the remaining  
28 allegations contained in Paragraph 180.

1 181. Defendant admits that it provided Plaintiff's former counsel with a copy of her  
2 faculty file at his request, on or about April 9, 2013. Defendant denies the remaining allegations  
3 contained in Paragraph 181.

4 182. Defendant admits that Dr. Gharib and Dr. Rosakis met with Plaintiff on July 18,  
5 2012 to discuss that three of Plaintiff's former postdoctoral research scholars—Dr. Gat,  
6 Dr. Niavarani, and Dr. Dietzel—had serious complaints about working with Plaintiff.  
7 Defendant admits that Dr. Gharib and Dr. Rosakis documented the meeting on July 30, 2012, and  
8 avers that the documentation speaks for itself. Defendant denies remaining allegations contained  
9 in Paragraph 182.

10 183. Defendant admits that it provided Plaintiff with a copy of her faculty file and  
11 additional personnel records on September 20, 2014.

12 184. Defendant denies each and every allegation contained in Paragraph 184.

13 185. Defendant denies each and every allegation contained in Paragraph 185.

14 186. Defendant admits that the allegation quotes a portion of a letter from Dr. Gharib  
15 and Dr. Rosakis to Dr. Stolper summarizing their December 14, 2012 meeting with Plaintiff, and  
16 avers that the document speaks for itself. Defendant denies the remaining allegations contained  
17 in Paragraph 186.

18 187. Defendant denies each and every allegation contained in Paragraph 187.

19 188. Defendant denies that it has ever harassed Plaintiff. Defendant denies that it has  
20 caused Plaintiff the harms she alleges in Paragraph 188. Defendant denies for lack of sufficient  
21 information or belief the remaining allegations contained in Paragraph 188.

22 189. To the extent Paragraph 189 implies Defendant caused the harms alleged,  
23 Defendant denies. Defendant denies for lack of sufficient information or belief the remaining  
24 allegations contained in Paragraph 189.

25 190. To the extent Paragraph 190 implies Defendant caused the harms alleged,  
26 Defendant denies. Defendant denies for lack of sufficient information or belief the remaining  
27 allegations contained in Paragraph 190.  
28

1           191. Defendant denies that it has ever retaliated against or harassed Plaintiff.  
2 Defendant denies it has caused Plaintiff the harms she alleges in Paragraph 191. Defendant  
3 denies for lack of sufficient information or belief the remaining allegations contained in  
4 Paragraph 191.

5           **ANSWER TO PLAINTIFF'S COUNT I - RETALIATION IN VIOLATION OF CAL.**

6                           **LABOR CODE § 1102.5(b)**

7           192. In answer to Paragraph 192 of the Complaint, Defendant repeats and incorporates  
8 herein by reference each and all of the denials, admissions, and allegations set forth in  
9 Paragraphs 1 through 191 of this Answer, inclusive, as though fully set forth herein.

10           193. To the extent Paragraph 193 implies that Defendant retaliated against Plaintiff,  
11 Defendant denies. Notwithstanding its denial, Defendant avers and alleges that each and every  
12 allegation contained in Paragraph 193 asserts argument, principles or conclusions of law, not fact,  
13 and that no answer is therefore required.

14           194. Defendant denies each and every allegation contained in Paragraph 194.  
15 Notwithstanding its denial, Defendant avers and alleges that each and every allegation contained  
16 in Paragraph 194 asserts argument, principles or conclusions of law, not fact, and that no answer  
17 is therefore required.

18           195. Defendant denies each and every allegation contained in Paragraph 195.  
19 Notwithstanding its denial, Defendant avers and alleges that each and every allegation contained  
20 in Paragraph 195 asserts argument, principles or conclusions of law, not fact, and that no answer  
21 is therefore required.

22           196. Defendant denies each and every allegation contained in Paragraph 196.  
23 Notwithstanding its denial, Defendant avers and alleges that each and every allegation contained  
24 in Paragraph 196 asserts argument, principles or conclusions of law, not fact, and that no answer  
25 is therefore required.

26           197. Defendant denies each and every allegation contained in Paragraph 197.  
27 Notwithstanding its denial, Defendant avers and alleges that each and every allegation contained  
28

12/31/2014

1 in Paragraph 197 asserts argument, principles or conclusions of law, not fact, and that no answer  
2 is therefore required.

3 198. Defendant avers and alleges that each and every allegation contained in  
4 Paragraph 198 asserts argument, principles or conclusions of law, not fact, and that no answer is  
5 therefore required.

6 199. Defendant admits that it employed Dr. Stolper, Dr. Gharib, Dr. Rosakis,  
7 Dr. Fisher-Adams, Dr. Hunt, Ms. Victoria Stratman, General Counsel, Office of the General  
8 Counsel and Ms. Epalle at all times relevant to Plaintiff's Complaint. Defendant denies the  
9 remaining allegations contained in Paragraph 199. Notwithstanding its denial, Defendant avers  
10 and alleges that each and every allegation contained in Paragraph 199 asserts argument, principles  
11 or conclusions of law, not fact, and that no answer is therefore required.

12 200. Defendant denies each and every allegation contained in Paragraph 200.  
13 Notwithstanding its denial, Defendant avers and alleges that each and every allegation contained  
14 in Paragraph 200 asserts argument, principles or conclusions of law, not fact, and that no answer  
15 is therefore required.

16 201. Defendant denies each and every allegation contained in Paragraph 201.  
17 Notwithstanding its denial, Defendant avers and alleges that each and every allegation contained  
18 in Paragraph 201 asserts argument, principles or conclusions of law, not fact, and that no answer  
19 is therefore required.

20 202. Defendant denies each and every allegation contained in Paragraph 202.  
21 Notwithstanding its denial, Defendant avers and alleges that each and every allegation contained  
22 in Paragraph 202 asserts argument, principles or conclusions of law, not fact, and that no answer  
23 is therefore required.

1     **ANSWER TO PLAINTIFF'S COUNT II - REPRESENTATIVE ACTION FOR CIVIL**  
2     **PENALTIES PURSUANT TO THE PRIVATE ATTORNEY GENERAL ACT (PAGA),**  
3                     **CAL. LABOR CODE §§ 2698-2699.5**  
4

5             203. In answer to Paragraph 203 of the Complaint, Defendant repeats and incorporates  
6 herein by reference each and all of the denials, admissions, and allegations set forth in  
7 Paragraphs 1 through 202 of this Answer, inclusive, as though fully set forth herein.

8             204. Defendant denies each and every allegation contained in Paragraph 204.  
9 Notwithstanding its denial, Defendant avers and alleges that each and every allegation contained  
10 in Paragraph 204 asserts argument, principles or conclusions of law, not fact, and that no answer  
11 is therefore required.

12                   **ANSWER TO PLAINTIFF'S COUNT III - PETITION FOR WRIT OF**  
13                   **ADMINISTRATIVE MANDATE UNDER CODE OF CIVIL PROCEDURE § 1094.5**  
14

15             205. In answer to Paragraph 205 of the Complaint, Defendant repeats and incorporates  
16 herein by reference each and all of the denials, admissions, and allegations set forth in  
17 Paragraphs 1 through 204 of this Answer, inclusive, as though fully set forth herein.

18             206. To the extent Paragraph 206 implies Plaintiff was accused of research misconduct,  
19 or any conduct subject to the Research Misconduct Policy, Defendant denies. Defendant denies  
20 each and every allegation contained in Paragraph 206. Notwithstanding its denials, Defendant  
21 avers and alleges that each and every allegation contained in Paragraph 206 asserts argument,  
22 principles or conclusions of law, not fact, and that no answer is therefore required.

23             207. Defendant admits that Plaintiff appealed the Committee's findings to Dr. Hunt and  
24 Dr. Stolper, and thereby exhausted her internal administrative remedies. To the extent Plaintiff  
25 alleges she exhausted her external administrative remedies, Defendant denies. Notwithstanding  
26 its denial, Defendant avers and alleges that each and every allegation contained in Paragraph 207  
27 asserts argument, principles or conclusions of law, not fact, and that no answer is therefore  
28 required.

1           208. Defendant denies each and every allegation contained in Paragraph 208.  
2 Notwithstanding its denial, Defendant avers and alleges that each and every allegation contained  
3 in Paragraph 208 asserts argument, principles or conclusions of law, not fact, and that no answer  
4 is therefore required.

5           209. Defendant denies each and every allegation contained in Paragraph 209.  
6 Notwithstanding its denial, Defendant avers and alleges that each and every allegation contained  
7 in Paragraph 209 asserts argument, principles or conclusions of law, not fact, and that no answer  
8 is therefore required.

9           210. Defendant denies each and every allegation contained in Paragraph 210.  
10 Notwithstanding its denial, Defendant avers and alleges that each and every allegation contained  
11 in Paragraph 210 asserts argument, principles or conclusions of law, not fact, and that no answer  
12 is therefore required.

13           211. Defendant admits that Plaintiff requested that Caltech prepare a true and correct  
14 copy of the administrative record. Defendant avers that Plaintiff and Defendant have met and  
15 conferred, that Plaintiff will prepare the administrative record, and that Defendant will  
16 supplement the record as necessary. On information and belief, Defendant admits the remaining  
17 allegations contained in Paragraph 211.

18           **ANSWER TO PLAINTIFF'S COUNT IV - PETITION FOR WRIT OF MANDATE**

19                           **UNDER CODE OF CIVIL PROCEDURE § 1085**

20  
21           212. In answer to Paragraph 212 of the Complaint, Defendant repeats and incorporates  
22 herein by reference each and all of the denials, admissions, and allegations set forth in  
23 Paragraphs 1 through 211 of this Answer, inclusive, as though fully set forth herein.

24           213. Defendant denies that it charged Plaintiff with research misconduct. Subject to  
25 that limitation, Defendant admits that it initiated an administrative process to address authorship  
26 issues regarding the 2012 APS abstract, and that the findings and final decision of that process  
27 concluded, among other things, that Plaintiff should "consider" providing authorship credit to Dr.  
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1 Niavaranikheiri on the November 2012 and March 2013 APS abstracts. Defendant denies the  
2 remaining allegations contained in Paragraph 213.

3 214. To the extent Paragraph 214 implies Plaintiff was accused of research misconduct,  
4 or any conduct subject to the Research Misconduct Policy, Defendant denies. Defendant denies  
5 each and every allegation contained in Paragraph 214. Notwithstanding its denial, Defendant  
6 avers and alleges that each and every allegation contained in Paragraph 214 asserts argument,  
7 principles or conclusions of law, not fact, and that no answer is therefore required.

8 215. To the extent Paragraph 215 implies Plaintiff was accused of research misconduct,  
9 or any conduct subject to the Research Misconduct Policy, Defendant denies. Defendant admits  
10 that it used its Research Misconduct Policy as "guidance" and a "framework" for its  
11 administrative process to address authorship issues regarding the 2012 APS abstract. Defendant  
12 denies the remaining allegations contained in Paragraph 215.

13 216. Defendant admits that Plaintiff appealed the Committee's findings to Dr. Hunt and  
14 Dr. Stolper, and thereby exhausted her internal administrative remedies. To the extent Plaintiff  
15 alleges she exhausted her external administrative remedies, Defendant denies. Notwithstanding  
16 its denial, Defendant avers and alleges that each and every allegation contained in Paragraph 216  
17 asserts argument, principles or conclusions of law, not fact, and that no answer is therefore  
18 required.

19 217. Defendant denies each and every allegation contained in Paragraph 217.  
20 Notwithstanding its denial, Defendant avers and alleges that each and every allegation contained  
21 in Paragraph 217 asserts argument, principles or conclusions of law, not fact, and that no answer  
22 is therefore required.

23 218. Defendant denies each and every allegation contained in Paragraph 218.  
24 Notwithstanding its denial, Defendant avers and alleges that each and every allegation contained  
25 in Paragraph 218 asserts argument, principles or conclusions of law, not fact, and that no answer  
26 is therefore required.

1                    **ANSWER TO PLAINTIFF'S COUNT V - BREACH OF CONTRACT**

2                    219. In answer to Paragraph 219 of the Complaint, Defendant repeats and incorporates  
3 herein by reference each and all of the denials, admissions, and allegations set forth in  
4 Paragraphs 1 through 218 of this Answer, inclusive, as though fully set forth herein.  
5

6                    220. To the extent Paragraph 220 implies Plaintiff was accused of research misconduct,  
7 or any conduct subject to the Research Misconduct Policy, Defendant denies. Subject to that  
8 limitation, Defendant admits the allegations contained in Paragraph 220. Notwithstanding its  
9 admission, Defendant avers and alleges that each and every allegation contained in Paragraph 220  
10 asserts argument, principles or conclusions of law, not fact, and that no answer is therefore  
11 required.

12                    221. Defendant denies for lack of sufficient information or belief each and every  
13 allegation contained in Paragraph 221. Notwithstanding its denial, Defendant avers and alleges  
14 that each and every allegation contained in Paragraph 221 asserts argument, principles or  
15 conclusions of law, not fact, and that no answer is therefore required.

16                    222. Defendant denies for lack of sufficient information or belief each and every  
17 allegation contained in Paragraph 222.

18                    223. To the extent Paragraph 223 implies Plaintiff was accused of research misconduct,  
19 or any conduct subject to the Research Misconduct Policy, Defendant denies. Defendant denies  
20 each and every allegation contained in Paragraph 223. Notwithstanding its denial, Defendant  
21 avers and alleges that each and every allegation contained in Paragraph 223 asserts argument,  
22 principles or conclusions of law, not fact, and that no answer is therefore required.

23                    224. To the extent Paragraph 224 implies Plaintiff was accused of research misconduct,  
24 or any conduct subject to the Research Misconduct Policy, Defendant denies. Subject to that  
25 limitation, Defendant admits that the allegation quotes a portion of the Research Misconduct  
26 Policy, and avers that the Research Misconduct Policy speaks for itself. Defendant denies the  
27 remaining allegations contained in Paragraph 224. Notwithstanding its denials, Defendant avers  
28

1 and alleges that each and every allegation contained in Paragraph 224 asserts argument, principles  
2 or conclusions of law, not fact, and that no answer is therefore required.

3 225. To the extent Paragraph 225 implies Plaintiff was accused of research misconduct,  
4 or any conduct subject to the Research Misconduct Policy, Defendant denies. Defendant denies  
5 each and every allegation contained in Paragraph 225. Notwithstanding its denials, Defendant  
6 avers and alleges that each and every allegation contained in Paragraph 225 asserts argument,  
7 principles or conclusions of law, not fact, and that no answer is therefore required.

8 226. Defendant admits the allegations contained in Paragraph 226.

9 227. Defendant admits that the allegation quotes a portion of the Whistleblower Policy,  
10 and that the Whistleblower Policy applies to Plaintiff. Defendant avers that the Whistleblower  
11 Policy speaks for itself.

12 228. Defendant denies each and every allegation contained in Paragraph 228.  
13 Notwithstanding its denial, Defendant avers and alleges that each and every allegation contained  
14 in Paragraph 228 asserts argument, principles or conclusions of law, not fact, and that no answer  
15 is therefore required.

16 229. Defendant denies each and every allegation contained in Paragraph 229.  
17 Notwithstanding its denial, Defendant avers and alleges that the allegations contained in  
18 Paragraph 229 assert argument, principles or conclusions of law, not fact, and that no answer is  
19 therefore required.

20 230. Defendant denies each and every allegation contained in Paragraph 230.  
21 Notwithstanding its denial, Defendant avers and alleges that the allegations contained in  
22 Paragraph 230 assert argument, principles or conclusions of law, not fact, and that no answer is  
23 therefore required.

24 231. Defendant denies each and every allegation contained in Paragraph 231.  
25 Notwithstanding its denial, Defendant avers and alleges that the allegations contained in  
26 Paragraph 231 assert argument, principles or conclusions of law, not fact, and that no answer is  
27 therefore required.

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**ANSWER TO PLAINTIFF'S COUNT VI - BREACH OF IMPLIED COVENANT OF  
GOOD FAITH AND FAIR DEALING**

232. In answer to Paragraph 232 of the Complaint, Defendant repeats and incorporates herein by reference each and all of the denials, admissions, and allegations set forth in Paragraphs 1 through 231 of this Answer, inclusive, as though fully set forth herein.

233. Defendant avers and alleges that each and every allegation contained in Paragraph 233 asserts principles or conclusions of law, not fact, and that no answer is therefore required.

234. Defendant denies each and every allegation contained in Paragraph 234.

Notwithstanding its denial, Defendant avers and alleges that the allegations contained in Paragraph 234 assert principles or conclusions of law, not fact, and that no answer is therefore required.

235. Defendant denies each and every allegation contained in Paragraph 235. Notwithstanding its denial, Defendant avers and alleges that the allegations contained in Paragraph 235 assert principles or conclusions of law, not fact, and that no answer is therefore required.

236. Defendant denies each and every allegation contained in Paragraph 236. Notwithstanding its denial, Defendant avers and alleges that the allegations contained in Paragraph 236 assert principles or conclusions of law, not fact, and that no answer is therefore required.

**ANSWER TO REQUEST FOR RELIEF**

To the extent that any response is required to Plaintiff's prayer for relief and judgment, Defendant denies each and every allegation contained herein.

## ANSWER TO DEMAND FOR JURY TRIAL

Defendant denies that Plaintiff is entitled to a jury trial.

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1                   **Sixth Affirmative Defense to All Counts** (Legitimate Considerations)

2           As a sixth, separate, and distinct affirmative defense, Defendant is informed and believes  
3 and thereon alleges that Plaintiff's claims are barred, in whole or in part, because, even should  
4 Plaintiff prove that any unlawful reason was a substantial factor motivating the challenged  
5 employment decisions, the same decisions would have been made based on legitimate  
6 considerations.

7                   **Seventh Affirmative Defense to All Counts** (Good Faith)

8           As a seventh, separate, and distinct affirmative defense, Defendant is informed and  
9 believes and thereon alleges that Plaintiff's claims, and each of them, are barred in whole or in  
10 part because Defendant has at all times acted in good faith.

11                   **Eighth Affirmative Defense to All Counts** (Ratification)

12           As an eighth, separate, and distinct affirmative defense, Defendant is informed and  
13 believes and thereon alleges that Plaintiff's claims are barred, in whole or in part, by Plaintiff's  
14 ratification of the conduct of which she complains.

15                   **Ninth Affirmative Defense to All Counts** (Attorneys' Fees)

16           As a ninth, separate, and distinct affirmative defense, Defendant is informed and believes  
17 and thereon alleges that Defendant is entitled to recover all costs and attorneys' fees incurred  
18 herein, pursuant to, by way of example and not of limitation, California Code of Civil  
19 Procedure § 1032 *et seq.*

20                   **Tenth Affirmative Defense to All Counts** (Unclean Hands)

21           As a tenth, separate, and distinct affirmative defense, Defendant is informed and believes  
22 and thereon alleges that Plaintiff's claims, and each of them, or some of them, as set forth in the  
23 Complaint, are barred in whole or in part by Plaintiff's unclean hands and/or inequitable or  
24 wrongful conduct.

25                   **Eleventh Affirmative Defense to All Counts** (Failure to Mitigate Damages)

26           As an eleventh, separate, and distinct affirmative defense, Defendant is informed and  
27 believes and thereon alleges that Plaintiff's claims for damages, if in fact any damages have been  
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1 or will be sustained, must be diminished or barred by reason of Plaintiff's failure to mitigate or  
2 attempt to mitigate her damages.

3 **Twelfth Affirmative Defense to All Counts** (Failure to Exhaust Administrative Remedies)

4 As a twelfth, separate, and distinct affirmative defense, Defendant is informed and  
5 believes and thereon alleges that Plaintiff's claims are barred, in whole or in part, by Plaintiff's  
6 failure to exhaust administrative remedies.

7 **Thirteenth Affirmative Defense to All Counts** (Failure to Exhaust Judicial Remedies)

8 As a thirteenth, separate, and distinct affirmative defense, Defendant is informed and  
9 believes and thereon alleges that Plaintiff's claims are barred, in whole or in part, by Plaintiff's  
10 failure to exhaust judicial remedies.

11 **Fourteenth Affirmative Defense to All Counts** (Waiver)

12 As a fourteenth, separate, and distinct affirmative defense, Defendant is informed and  
13 believes and thereon alleges that Plaintiff's claims are barred, in whole or in part, as expressly  
14 and impliedly waived by reason of Plaintiff's acts, omissions, representations, and courses of  
15 conduct.

16 **Fifteenth Affirmative Defense to Counts V-VI** (Ambiguity of Contract)

17 As a fifteenth, separate, and distinct affirmative defense, Defendant is informed and  
18 believes and thereon alleges that Defendant was excused from performance of any alleged  
19 contractual obligation, express or implied, if any, because the alleged contract at issue is vague  
20 and ambiguous.

21 **Sixteenth Affirmative Defense to Counts V-VI** (Performance)

22 As a sixteenth, separate, and distinct affirmative defense, Defendant is informed and  
23 believes and thereon alleges that Plaintiff's claims are barred, in whole or in part, because  
24 Defendant fully performed its obligations to Plaintiff.

25 **Seventeenth Affirmative Defense to All Counts** (Proximate Cause)

26 As a seventeenth, separate, and distinct affirmative defense, Defendant is informed and  
27 believes and thereon alleges that Plaintiff's claims are barred, in whole or in part, to the extent the  
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1 purported conduct of Defendants was not the proximate cause of the harm allegedly suffered by  
2 Plaintiff.

3 **Eighteenth Affirmative Defense to All Counts** (Res Judicata and Collateral Estoppel)

4 As an eighteenth, separate, and distinct affirmative defense, Defendant is informed and  
5 believes and thereon alleges that Plaintiff's claims are barred, in whole or in part, by res judicata  
6 and/or collateral estoppel.

7 **Nineteenth Affirmative Defense to Count II**

8 (Unjust, Arbitrary and Oppressive, or Confiscatory Penalties)

9 As a nineteenth, separate, and distinct affirmative defense, Defendant is informed and  
10 believes and thereon alleges that Plaintiff is not entitled to recover any civil penalties and/or fines  
11 pursuant to Plaintiff's second count because, under the circumstances of this case, any such  
12 recovery would be unjust, arbitrary and oppressive, or confiscatory.

13 **Twentieth Affirmative Defense to Count II** (Unconstitutional Remedy)

14 As a twentieth, separate, and distinct affirmative defense, Defendant is informed and  
15 believes and thereon alleges that any award pursuant to Labor Code §§ 2698 *et seq.* would violate  
16 the Due Process Clauses of the United States and California Constitutions because, *inter alia*, the  
17 standards of liability under those statutes are unduly vague and subjective, and permit retroactive,  
18 random, arbitrary and capricious punishment that serves no legitimate governmental interest.

19 **Twenty-First Affirmative Defense to Count II** (Due Process)

20 As a twenty-first, separate, and distinct affirmative defense, Defendant is informed and  
21 believes and thereon alleges that any award pursuant to Labor Code §§ 2698 *et seq.* would violate  
22 the Excessive Fines and Due Process Clauses of the United States and California Constitutions.

23 **Twenty-Second Affirmative Defense to Counts I-II** (Worker's Compensation Exclusivity)

24 As a twenty-second, separate, and distinct affirmative defense, Defendant is informed and  
25 believes and thereon alleges that Plaintiff's claims are barred, in whole or in part, by the exclusive  
26 remedy set forth in Labor Code §§ 3600 *et seq.*

1                   **Twenty-Third Affirmative Defense to Counts I-II** (Statute of Limitations)

2           As a twenty-third, separate, and distinct affirmative defense, Defendant is informed and  
3 believes and thereon alleges that Plaintiff's claims are barred, in whole or in part, by the  
4 applicable statutes of limitations, including without limitation, the statute of limitations for claims  
5 under Labor Code §§ 96, 98 *et seq.*, and 1102.5.

6                   **Twenty-Fourth Affirmative Defense to All Counts** (Additional Defenses)

7           As a twenty-fourth, separate, and distinct affirmative defense, Defendant is informed and  
8 believes and thereon alleges that Defendant has insufficient knowledge or insufficient information  
9 upon which to form a belief as to whether it may have additional, yet unasserted, affirmative  
10 defenses. Defendant reserves the right to amend and/or supplement the averments of its Answer  
11 to assert and all pertinent defenses ascertained through further investigation and discovery of this  
12 action. Defendant will rely on all defenses that may become available during discovery or trial.

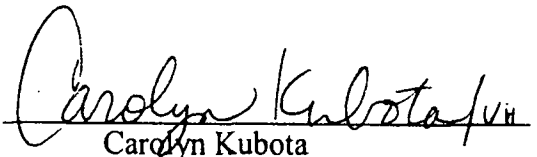
13           **WHEREFORE**, Defendant prays that the Court determines and adjudges:

- 14           1.       that Plaintiff take nothing by way of the Complaint and that the same be dismissed  
15 with prejudice as against this responding Defendant;  
16           2.       that Defendant be awarded its attorneys' fees, costs, disbursements and expenses  
17 incurred herein; and  
18           3.       that Defendant be awarded such other and further relief as the Court may deem  
19 just and proper.

20  
21           Dated: December 30, 2014

O'MELVENY & MYERS LLP  
CAROLYN KUBOTA  
APALLA U. CHOPRA

22  
23  
24           By:

  
Carolyn Kubota

Attorneys for Defendant  
CALIFORNIA INSTITUTE OF  
TECHNOLOGY

**VERIFICATION**

I, Sharon E. Patterson declare and state that I am an officer of California Institute of Technology, to wit, Asst. V.P. Finance and Treasurer, and I make this verification for and on behalf of said corporation in my capacity as Asst. V.P. Finance and Treasurer.

I have read the foregoing Answer and I am informed and believe the matters therein to be true and on that ground allege that the matters stated therein are true.

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

EXECUTED this 28 day of December 2014, at Los Angeles County, California.

Sharon E. Patterson

**PROOF OF SERVICE**

I, Vanessa Hayes, declare:

I am a resident of the State of California and over the age of eighteen years, and not a party to the within action; my business address is 610 Newport Center Drive, 17th Floor, Newport Beach, California 92660-6429. On December 30, 2014, I served the within document(s):

**DEFENDANT CALIFORNIA INSTITUTE OF TECHNOLOGY'S  
VERIFIED ANSWER TO THE PLAINTIFF SANDRA TROIAN'S  
VERIFIED COMPLAINT**

- ☐ by placing the document(s) listed above in a sealed envelope with postage thereon fully prepaid, in the United States mail at Newport Beach, California, addressed as set forth below. I am readily familiar with the firm's practice of collecting and processing correspondence for mailing. Under that practice it would be deposited with the U.S. Postal Service on that same day with postage thereon fully prepaid in the ordinary course of business. I am aware that on motion of the party served, service is presumed invalid if the postal cancellation date or postage meter date is more than one day after date of deposit for mailing in affidavit.
- ☒ by putting a true and correct copy thereof, together with an unsigned copy of this declaration, in a sealed envelope designated by the carrier, with delivery fees paid or provided for, for delivery the next business day to the person(s) listed below, and placing the envelope for collection today by the overnight courier in accordance with the firm's ordinary business practices. I am readily familiar with this firm's practice for collection and processing of overnight courier correspondence. In the ordinary course of business, such correspondence collected from me would be processed on the same day, with fees thereon fully prepaid, and deposited that day in a box or other facility regularly maintained by FedEx, which is an express carrier.
- ☐ by causing the document(s) to be emailed or electronically transmitted to the person(s) at the email addresses set forth below, pursuant to a court order or an agreement of the parties to accept service by email or electronic transmission. I did not receive, within a reasonable time after the transmission, any electronic message or other indication that the transmission was unsuccessful.
- ☐ Caused personal service by requesting that an agent or employee of Nationwide Legal LLC deliver to the office of the recipient named below, either by handing the document(s) to the recipient or by leaving the document(s) with the receptionist or other person apparently in charge of the recipient's office:

12/31/2014

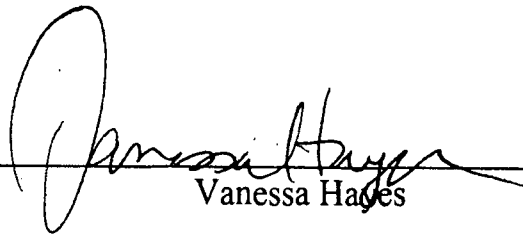
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3 Cindy Panuco, Esq.  
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15 Facsimile: (202) 745-2627

Attorneys for Plaintiff/Petitioner

16  
17 I declare under penalty of perjury under the laws of the State of California  
18 that the above is true and correct. Executed on December 30, 2014, at Newport Beach,  
19 California.  
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Vanessa Hayes