

UNITED STATES OF AMERICA
NATIONAL LABOR RELATIONS BOARD
CHARGE AGAINST EMPLOYER

DO NOT WRITE IN THIS SPACE	
Case	Date Filed

INSTRUCTIONS:

File an original with NLRB Regional Director for the region in which the alleged unfair labor practice occurred or is occurring.

1. EMPLOYER AGAINST WHOM CHARGE IS BROUGHT

a. Name of Employer Apple Inc		b. Tel. No. (408) 996-1010
		c. Cell No.
		f. Fax No.
d. Address (Street, city, state, and ZIP code) One Apple Park Way CA Cupertino 95014	e. Employer Representative Tim Donald Cook CEO	g. e-mail tcook@apple.com
		h. Number of workers employed 500
i. Type of Establishment (factory, mine, wholesaler, etc.) Computer Hardware	j. Identify principal product or service Consumer technology	

The above-named employer has engaged in and is engaging in unfair labor practices within the meaning of section 8(a), subsections (1) and (list subsections) 1,4 of the National Labor Relations Act, and these unfair labor practices are practices affecting commerce within the meaning of the Act, or these unfair labor practices are practices affecting commerce within the meaning of the Act and the Postal Reorganization Act.

2. Basis of the Charge (set forth a clear and concise statement of the facts constituting the alleged unfair labor practices)

--See additional page--

3. Full name of party filing charge (if labor organization, give full name, including local name and number)
Ashley Marie Gjovik

4a. Address (Street and number, city, state, and ZIP code) 2108 N. St Ste. 4553 CA Sacramento 95816	4b. Tel. No. (415) 964-6272
	4c. Cell No. (415) 964-6272
	4d. Fax No.
	4e. e-mail ashleymgjovik@protonmail.com

5. Full name of national or international labor organization of which it is an affiliate or constituent unit (to be filled in when charge is filed by a labor organization)

6. DECLARATION

I declare that I have read the above charge and that the statements are true to the best of my knowledge and belief.



Ashley Marie Gjovik

(signature of representative or person making charge)

(Print/type name and title or office, if any)

2108 N. St Ste. 4553

Address Sacramento CA 95816

Date 02/16/2026 11:59:50 PM

Tel. No.
(415) 964-6272

Office, if any, Cell No.
(415) 964-6272

Fax No.

e-mail
ashleymgjovik@protonmail.com

WILLFUL FALSE STATEMENTS ON THIS CHARGE CAN BE PUNISHED BY FINE AND IMPRISONMENT (U.S. CODE, TITLE 18, SECTION 1001) PRIVACY ACT STATEMENT

Solicitation of the information on this form is authorized by the National Labor Relations Act (NLRA), 29 U.S.C. § 151 et seq. The principal use of the information is to assist the National Labor Relations Board (NLRB) in processing unfair labor practice and related proceedings or litigation. The routine uses for the information are fully set forth in the Federal Register, 71 Fed. Reg. 74942-43 (Dec. 13, 2006). The NLRB will further explain these uses upon request. Disclosure of this information to the NLRB is voluntary; however, failure to supply the information may cause the NLRB to decline to invoke its processes.

Basis of the Charge

8(a)(1)

Within the previous six months, the Employer disciplined or retaliated against an employee(s) because the employee(s) engaged in protected concerted activities by, inter alia, discussing wages, hours, or other terms and conditions of employment and in order to discourage employees from engaging in protected concerted activities.

Name of employee disciplined/retaliated against	Type of discipline/retaliation	Approximate date of discipline/retaliation
Ashley Gjovik	Threats, gag orders, denylisting, & retaliation	

8(a)(1)

Within the previous six months, the Employer disciplined or retaliated against an employee(s) because the employee(s) engaged in protected concerted activities by, inter alia, protesting terms and conditions of employment and in order to discourage employees from engaging in protected concerted activities.

Name of employee disciplined/retaliated against	Type of discipline/retaliation	Approximate date of discipline/retaliation
Ashley Gjovik	Threats, gag orders, denylisting, & retaliation	

8(a)(4)

Within the previous six months, the Employer disciplined or retaliated against an employee(s) because the employee(s) filed charges or cooperated with the NLRB.

Name of employee disciplined/retaliated against	Type of discipline/retaliation	Approximate date of discipline/retaliation
Ashley Gjovik	Threats, gag orders, denylisting, & retaliation	

8(a)(1)

Within the previous six-months, the Employer has interfered with, restrained, and coerced its employees in the exercise of rights protected by Section 7 of the Act by maintaining work rules that prohibit employees from discussing wages, hours, or other terms or conditions of employment.

8(a)(1)

Within the previous six-months, the Employer has interfered with, restrained, and coerced its employees in the exercise of rights protected by Section 7 of the Act by maintaining work rules that prevent or discourage employees from contacting and/or filing charges with the National Labor Relations Board.

8(a)(1)

Within the previous six-months, the Employer has interfered with, restrained, and coerced its employees in the exercise of rights protected by Section 7 of the Act by maintaining work rules that prevent or discourage employees from engaging in protected concerted activities.

Work Rule
Unlawful surveillance
Unlawful seven-week gag order on PCA

Unlawful gag order on PCA about bodily autonomy
Unlawful demand for prior "whitelisting" of PCA
Unlawful prohibition on filing Board charges
Violation of Settlement Agreement

Ashley M. Gjovik, JD
In Propria Persona
San Jose, California
2108 N St. Ste. 4553
Sacramento, CA, 95816
legal@ashleygjovik.com

UNITED STATES
NATIONAL LABOR RELATIONS BOARD

ASHLEY M. GJOVIK,
an individual,

Charging Party,

&

APPLE INC.,
a corporation,

Charged Party.

Case No. _____

Respondent: Apple Inc.

NLRB CHARGE
COVER LETTER
FEB. 16 2026

UNFAIR LABOR PRACTICE CHARGE COVER LETTER

RE: UNFAIR LABOR PRACTICE CHARGE AGAINST APPLE INC.

Charging Party: Ashley Gjovik

Charged Party: Apple Inc., One Apple Park Way, Cupertino, CA 95014

I. INTRODUCTION

1. On Feb. 16 2026, I filed a new unfair labor practice charge against Apple Inc. alleging violations of Sections 8(a)(1) and 8(a)(4) of the National Labor Relations Act, 29 U.S.C. § 158(a)(1), (a)(4). This filing presents TEN COUNTS:

2. Regarding the DECEMBER 16 2025 DEPOSITION, the Employer ordered:

- (1) Retaliatory gag orders about and following Protected Concerted Activity;
- (2) A **seven-week** long gag order and prohibition on Protected Concerted Activity;
- (3) Unlawful work rules issued through confidentiality designations of deposition testimony about working conditions, discussing of Protected Concerted Activity, and the subject of NLRB charges/cases;
- (4) Continued threats and enforcement of rescinded confidentiality and work policies (including the IPA, Misconduct and Discipline policy, and others) and in retaliation for Protected Concerted Activity.
- (5) Issuance of work rules and enforcement of prior work rules in violation of the April 2025 National Settlement Agreement in Case 32-CA-284428 (again);
- (6) Unlawful work rules conditioning the right to protest or discuss the employer's unlawful surveillance on whether the coworker was also subjected to the same unlawful conduct by the employer;
- (7) Accusing the employee of "leaking" to a coworker when the employee and coworker were expressly discussing ways to improve work conditions;

3. Regarding THE EMPLOYEE'S EMPLOYMENT, the employer conducted:

- (8) Years of unlawful surveillance of the employee through "whitelisting" of the employee's personal device for continuous 24/7 audio, video, biometric, and GPS capture, only recently admitted to the employee and while claiming the actions were lawful and it was misconduct for the employee to protest;

4. Regarding THE TERMINATION OF THE EMPLOYEE'S EMPLOYMENT AND ONGOING DENYLING:

- (7) Threatening to cite the employee's subsequent employer's termination of the employee's

employment in order to deny the employee remedies for this employer's unlawful retaliation and in further retaliation for the employee's protected activity, after the employer ordered that subsequent employer to terminate the same employee, and the subsequent employer did terminate the employee, driving the employee in Chapter 7 bankruptcy and homelessness.

Regarding THE EMPLOYEE'S PARTICIPATION IN BOARD PROCEEDINGS:

- (10) Declaring the employee's only recourse for NLRA violations is "confidential" memos to the Charged Party, and "sealed" escalations to a Magistrate Judge; banning the employee from filing NLRB charges.

This charge is filed on February 16, 2026, within the six-month limitations period under Section 10(b) for all allegations.

1. COUNT: RETALIATORY GAG ORDER IMMEDIATELY FOLLOWING PROTECTED CONCERTED ACTIVITY DISCUSSING THE SETTLEMENT AGREEMENT

5. During the Dec. 16 2025 Deposition I exercised my rights under the NLRA, repeatedly mentioned the NLRA, and repeatedly objected to the Employer's line of questioning as potential violations of the NLRA.

6. The Employer then responded by declaring anything I said going forward was now "*Confidential*" indicating I could face Contempt of Court and Sanctions if I was to share the Employer's questions or the content of my statements with anyone else including coworkers, the public, or the NLRB. Part of this exchange is at [Exhibit A](#) and an excerpt is below:

- Employer: "...I'm asking you now whether you understood that conduct warranting immediate termination could include violating confidential... information obligations...."
- Me: "Asked and answered. · I already said I don't understand that."
- Employer: "You did not understand that that was a policy violation?"
- Me: "Well, I understand that it's on the policy as written, as stated, but I don't understand what it means."
- Employer: "You don't understand what it means to violate your confidential... information obligations?· Is that what you're saying?"
- Me: "Asked and answered.· I already said I don't. And [objection, the] NLRB... said those terms were unlawful and that Apple could no longer enforce them and had to withdraw them from their policies."
- Employer: "I'm going to designate the next section of this deposition as

confidential pursuant to the protective order. Any... testimony you give until I say it's not confidential pursuant to the protective order is going to be covered by the protective order. Do you understand that?"

- Me: "No. How can you claim that my statements are confidential if what I said is not confidential?"
- Employer: "...I'm designating this as confidential pursuant to the protective order. And if you disagree, then follow the procedures in the protective order."
- Me: "... But, Melinda, I don't think you can just say -- you don't know what I'm going to say and if I say stuff that's clearly not confidential, you just can't proactively say it's confidential.... You can't just proactively say that something is confidential when I'm actively talking about the NLRA saying that Apple is misusing confidentiality terms... to hide protected statements and then you're saying whatever I say next is under a confidentiality order without knowing what I'm going to say. That's not right, Melinda. I object."
- Employer: "...The following portion of the deposition is designated as confidential pursuant to the protective order."

[\[Exhibit A\]](#).

2. COUNT: UNLAWFUL SEVEN-WEEK GAG ORDER

7. Apple abused the Protective/Confidentiality Order in the civil lawsuit to declare Protected Concerted Activity was "confidential" and to put a six-week gag order on me about my Protected Concerted Activity, Apple's NLRA violations during that deposition and prior, and Apple's misuse of the Court's order.

8. This was the same Order that Apple insisted on having in the civil litigation, for which I objected in that litigation, escalated to the US Judge, requested injunctive relief from the Ninth Circuit to block, and for which I filed a Charge with the NLRB about, certain that Apple would use it to restrict my Protected Concerted Activity and to violate the NLRB Consent Agreement.

9. During the deposition, Apple responded to my objections and my exercise of my rights by asking for a Court to waive Apple's liability for its plan to engage in such severe harassment of me in that litigation that Apple believed it would drive me to commit suicide. Apple's lawyer indicated it was Apple's lawyer "job" to harass me

to the point of suicide.

10. Apple further asked the Judge to order me not to complain about Apple's harassment that could cause me to kill myself or to communicate if I want to kill myself. The Judge then ordered me to not express "emotions" and consoled Apple for their distress about hearing my objections to their conduct while they engaged in conduct they themselves admitted on the record they thought would foreseeably drive me to commit suicide. Apple then demanded a confidentiality order to censor my speech about my protected disclosures and their misconduct, and applied it to my Protected Concerted Activity.

11. Apple has now used this Protective Order (that the same Judge then pressured me and coerced me to "stipulate to" against my will, at the same time the statements above were made about driving me to suicide), to declare that roughly 72% of Apple's deposition of me was considered by Apple to be "Confidential." (pages 65-234 were marked confidential, with the entire transcript ranging from page 8 to page 344, and totally 336 pages).

12. Apple's lawyers repeatedly argued it had a right to pre-declare an entire portion of the deposition to be confidential regardless of what was said, and that any objection I had must go through the "Protective Order" process after the fact. When I objected during the deposition and insisted Apple's counsel follow the rules, Apple's counsel declared I was being uncooperative, and instead I must continue as Apple ordered. Apple finally agreed to narrow their claims but only after the fact, and they took seven weeks (50 days). All of Apple's conduct violated the Order.

13. The Protective Order expressly said that "for testimony given in deposition... the Designating Party identify on the record, before the close of the deposition... all protected testimony" (5.2(b)) however, any designation must be limited "to specific material that qualifies under appropriate standards... so that other portions of... communications for which protection is not warranted are not swept unjustifiably within the ambit of this Order." (5.1). The Order further states "mass,

indiscriminate, or routinized designations are prohibited.” (5.1).

14. Apple insisted that it was authorized by the order to declare anything said from that point on was “Confidential,” use that Confidentiality claim on over 70% of the deposition, and leave that claim as a gag order for 7 weeks, covering content that ultimately 99% of which even Apple admitted was not confidential. Apple finally produced its list of narrowed Confidentiality designations on Feb. 4 2026, seven weeks (fifty days) later. Until that point, Apple claimed that entire 72% of the deposition transcript was Confidential on par with Trade Secrets and proprietary information.

3. COUNT: PROHIBITION ON DISCUSSING WORK CONDITIONS RELATED TO EMPLOYER STUDIES ON GENITALS, SEXUAL INTERCOURSE, AND BODILY SECRETIONS

15. The “narrowed” confidentiality claims that Apple communicated on Feb. 4 2026 were on a six-page PDF that was not dated or signed and which Apple refused to email to me directly. They emailed it to the Court Reporter and said it was for “my awareness.” When I demanded they serve me a copy directly, and sign and date it, they refused. I asked multiple times and they would not sign or date it, or send it to me directly, but did claim that was Apple narrowing its Confidentiality claims.

16. Apple also insisted my only recourse was to write them a memorandum arguing why I do not think Apple’s claims are justified and why I think each disputed item is not confidential, and if we do not agree, Apple will escalate the matter to the Judge who coerced me to enter that Protective Order while currently issuing a gag order against me to not have “emotions” and to not complain or warn anyone if Apple was to drive me to suicide. This same Judge has denied every request I’ve filed and found in favor of Apple for everything Apple has requested.

17. Apple’s recent confidentiality claims included a final list of over 140 items—including clearly arbitrary terms like the letter “N” and the term “hardware,” immaterial codenames, and general engineering development phrases – none of which is confidential, but is also not material to this matter or the retaliation case and

accordingly is not raised here.

18. What is material here is Apple is claiming the very subject matter of my Protected Concerted Activity is “confidential.” Additionally, many of the terms Apple is claiming are “confidential” are highly sensitive, personal, and protected subject matter under a variety of other laws including the terms: “

19. Examples of deposition transcript content that Apple designated was “confidential” for seven weeks, and then expressly claimed terms and the subject matter was “confidential” include:

NLRA Violation, Example One:

- Employer: (did you tell your manager you didn't want to do that study?)
- Employee “...I was complaining more generally of, like, Apple is doing some really invasive stuff that seems weird. Like when they were doing the ovulation study or they were asking females to measure our cervical mucus. I was pointing out, like, I think Apple is crossing some lines --
- (Court Reporter asks for clarification)
- Employee: “They were doing ovulation studies where they were measuring female employees' cervical mucus, and I said I think that's too far.
- Employer: “...Were there other studies that you were asked to participate in that you said, no, thank you?”
- Employee: “Yes. There was one that I had signed up for and pulled out because I didn't realize the terms until it was underway and it bothered me, ... it's a sensor on the bed where you're sleeping and it's monitoring your vitals... But Apple asked for NDAs of any cosleepers. So if you were to ever have anyone over like if you were dating and wanted to have sex with them or they're going to sleep in your bed, they had to get registered with Apple and sign an NDA ... if they were to be there, and I found that very disturbing.”

Deposition Transcript pages 164-165 (entirely “confidential” for 50 days).

Apple's active confidentiality claims include: **“ovulation study or they were asking females to measure our cervical mucus,” “ovulation,” “measuring female employees' cervical mucus,”** and **“ovulation.”**

NLRA Violation, Example Two:

- Employer: “Was there anything else you said to [Supervisor] about your unhappiness with studies that Apple was doing?”
- Employee: Yeah. I think it was generally just kind of like a -- we need a boundary here of what --

- because, you know, I would do a lot of the LiveOn on, like, ... And that's a lot different than my employer asking to request status of my cervical mucus. And so it was kind of, like, I feel like we need to sort as a company what we're doing here generally and using myself as kind of case study of my reaction to some of those requests. But as -- I don't remember them ever really doing anything different, and I remember even making privacy, kind of, invasion complaints even I think, like, in May 2021 --

- Employer: "Way beyond my question."

Deposition Transcript pages 170. (entirely "confidential" for 50 days).

Apple's active confidentiality claims include: "**my cervical mucus**"

NLRA Violation, Example Three:

- The Employer asked me about my protests about the ear scans: "what did you feel invasive about an ear scanning study?"
- Employee: Ears are very personal, and they are an -- they're an orifice. You know, it's a bodily orifice. It's kind of like the mucus -- the cervical mucus secretion. Not as bad as that one, but it's like that -- that's something that's so personal that it doesn't seem appropriate for an employer to ask. And because I participated in these studies, I know that it involves pressing up against my body, putting things, like, on my body. Things where I'm like -- like I mentioned earlier, physically uncomfortable during the process, even somewhat painful. And like the thought of -- and they can last a long time. So, like, the thought of Apple spending a bunch of time scanning, like, the inside of my ears and my ears made me have a visceral reaction that I didn't want that. And that I was also why I just -- I said no. That was one of the very few things I said no expressly in email. I said no. I think I made an excuse, like, I'm too busy, but I'm not going to do that. And then Apple wanted to keep -- they're going to keep these images of our ears. And they bragged publicly earlier that they had the biggest, like, ear library in the world, and that was concerning to me. It's concerning to me that they'd brag about that, and I don't want my ears in their giant ear library. You know, like, my ears are personal to me. I don't want them to just be in a library of ears.
- Employer: "Okay."
- Employee: "And because I had said no and they asked three times in a very short period of time, I was -- I was wondering why are they asking me so much, and it looked like it was going to an email group, but you don't really know who is on what group. And so I was -- I was disturbed about them still wanting to scan my ears.
- Employer: Do you agree that posting these emails was a breach of your confidentiality agreement with Apple?
- Employee: No, I don't agree.
- Employer: And why not?

- Employee: ...None of this is -- none of that was even secret information. And I was complaining about something that I thought was an invasion of privacy. I have a constitutional right to privacy in this great state of California where I can protest about my employer trying to invade my privacy... And I wanted them to stop doing this kind of stuff, and this was the exact same time I was calling out other conduct and systemic issues at Apple that I did not approve of and wanted them to reform on, and so this fit with me trying to call out stuff that I thought crossed a line....”

Deposition Transcript pages 236-238). (entirely “confidential” for 50 days).

Apple’s active confidentiality claims include: “**mucus -- the cervical mucus secretion**”

20. Apple claimed confidentiality and some sort of business interest/ownership rights to my own testimony, my own words, describing my complaints about invasive workplace practices directed at me and my coworkers’ bodies, my organizing activity with and on behalf of coworkers, my protected disclosures and advocacy, and my genital secretions and sexual activity.

21. Apple does not own my vagina, has no legitimate interest in who I have sex with, and its outrageous Apple would even imply it could make these claims, let alone expressly argue these claims on an unsigned PDF and demand I be the one to argue why Apple employees’ genital secretions are not Apple Confidential.

4. COUNT: CONTINUED ENFORCEMENT OF RESCINDED POLICIES

I filed NLRB charges (Case 32-CA-284428 and related cases), resulting in a General Counsel complaint and national settlement. I filed a federal retaliation lawsuit where I invoked NLRA and other rights during the deposition. All of this is protected under Section 7 and Section 8(a)(4).

Apple’s counsel interrogated me at deposition about the policies and terms they claimed they had rescinded and would not enforce, whether I was “permitted” or “authorized” to discuss work conditions with coworkers, whether talking about work conditions was a “breach of [my] confidentiality obligations,” and whether my coworkers were “whitelisted” by Apple to communicate with me about work

conditions. I objected and repeatedly reminded Apple about the rights their employees, including me, having under the NLRA and warned the attorney that she appeared to be repeatedly violating the NLRA in her questioning.

Apple's lawyer then declared 72% of the deposition was "confidential" for seven weeks, and then claimed my cervical mucus was Apple Confidential and the burden was on me to argue why it was not, and then we could raise the dispute Apple ownership of its facts around its employee's cervical mucus to the Judge who already issued an implied gag order against me to not have "emotions" while Apple pursued its plan to drive me to suicide.

Apple's questioning and conduct regarding the deposition and protective order enforces the prior secrecy, coercion, and confidentiality framework Apple agreed to rescind in the April 2025 settlement. Apple is exploiting the Court's deference to an extremely powerful, local corporation in a very public and closely watched lawsuit to threaten its employees and chill their protected activity through its ongoing harassment of the Charging Party.

5. COUNT: VIOLATION OF THE SETTLEMENT AGREEMENT

22. As stated above and below, Apple also issued new work rules that clearly violate the terms of the Settlement Agreement, including:

- (1) Revised IPA, Appendix A, § I(C): "[N]othing in this Agreement restricts Your right to... discuss or disclose information about Your or others' wages, hours, or working conditions." Apple designated my testimony about my working conditions as confidential.
- (2) Notice: "WE WILL NOT advise you that you are subject to discipline for violating overly broad rules regarding confidential or proprietary information." Apple's counsel asked me under oath whether discussing working conditions was a "breach of your confidentiality obligations."
- (3) Additional Terms: "The Charged Party agrees that it will not enforce the definition of Proprietary Information... to the extent that such definition covers terms and conditions of employment." Apple's designations enforce that definition through a different mechanism.
- (4) Catch-all: "WE WILL NOT in any like or related manner interfere with your rights under Section 7."

Violation of a settlement agreement resolving 8(a)(1) charges is itself an independent 8(a)(1) violation. The settlement's Performance provision provides that upon non-compliance, the Regional Director will reissue the October 3, 2024 complaint, the allegations will be deemed admitted, Apple's answer deemed withdrawn, and the Board may enter a full remedy order without trial. A Court of Appeals judgment may be entered ex parte.

23. The settlement was the Board's remedy for Apple's unlawful confidentiality policies. If Apple can reimpose the substance of those policies through a protective order designation in any employee litigation and without consequence, the settlement is a nullity. Every Apple employee who saw the settlement notice and believed the rules had changed is now learning that they have not.

24. As noted, I also previously filed a charge with the Board alleging that Apple violated the April 2025 settlement agreement through its litigation conduct in this same federal case. The Region and Compliance Office, declined to investigate or take action on that charge, and refused to state any findings in writing. This was after Apple's own defense counsel was appointed to be the new NLRB General Counsel.

25. The Region's prior refusal to act has emboldened Apple. Since the Region declined to investigate the first reported violation, Apple's conduct has escalated: Apple now designates the word "cervical mucus" as its confidential business information and interrogates former employees under oath about whether discussing working conditions with coworkers was a "breach of confidentiality obligations." The trajectory is clear. Each time the Board declines to enforce its own settlement, Apple pushes further. This charge presents the Board with a choice: enforce the agreement it brokered, or watch it become a nullity and see just how far Apple will go.

6. COUNT: UNLAWFUL SURVEILLANCE

26. Apple was surveilling me at all times, including all Section 7 activity conducted through or in the presence of my personal phone: conversations with coworkers about working conditions, communications with the NLRB, communications

with journalists, organizing discussions, and personal conversations outside work touching on employment concerns.

27. Apple placed my cell phone and my personal iCloud account on a “whitelist”, causing it to continuously capture and automatically upload photographs, video, audio recordings, biometric data, and GPS location whenever the camera detected a face—24/7 including outside the workplace—without any prior review or consent, but lied for years that I consented and was approving uploads.

28. This was not limited to work hours or Apple premises. The device recorded in my home, including images of me in states of undress. This also violates the federal Wiretap Act, 18 U.S.C. § 2511 (interception of communications without consent), Cal. Penal Code § 632 (felony recording of confidential communications), Cal. Penal Code § 647(j) (invasion of privacy), and other statutes. Apple also obtained dismissal of my related state-law claims by representing it was not doing exactly what it was actually doing.

29. Section 8(a)(1) prohibits employer surveillance that would reasonably tend to coerce employees in the exercise of Section 7 rights. See *Nat’l Steel & Shipbuilding Co.*, 324 NLRB 499 (1997); *Aladdin Gaming, LLC*, 345 NLRB 585 (2005). Continuous 24/7 audio and video capture from an employee’s personal device—recording conversations with coworkers, the NLRB, journalists, and family—is surveillance that would chill any reasonable employee from exercising Section 7 rights. The federal Wiretap Act violation is an aggravating factor the Board may consider.

30. An employee whose personal phone is recording and uploading everything cannot freely discuss working conditions with coworkers, contact the Board, or communicate with journalists. Once the data is captured, its also collateral and inherently coercive. The surveillance captured the full scope of Section 7 activity—including the protected disclosures and organizing that are the subject of this litigation. I became aware of the QA whitelisting and its implications within the past six months, as Apple withheld this information for years and only recently admitted it, and so I file this charge within a tolled Section 10(b) limitations period.

7. COUNT: UNLAWFUL WORK RULES RELATED TO ORGANIZING WITH COWORKERS ABOUT WORKPLACE SURVEILLANCE

31. I discussed Apple’s surveillance practices with a coworker as part of organizing efforts to improve working conditions. I testified that we were “organizing together” “making Apple better” and that sharing information about invasive workplace practices with a fellow employee was “absolutely NLRA... protected concerted activity of coworkers trying to make a better workplace.” This included “my protest that Apple was requesting us to share all of our medical records directly with Apple if we were to request disability or ADA accommodations.” (Deposition transcript page 295-296).

32. Apple’s counsel asked repeatedly whether my coworker was “whitelisted” to talk about work conditions with me—establishing a rule that an employee may only discuss the employer’s surveillance with coworkers who were also subjected to the same surveillance. The premise is that a coworker who was not “whitelisted”—i.e., not also subjected to criminal surveillance—has no right to receive information about it, and that sharing it with her is a confidentiality breach. Apple then designated my testimony about sharing this information as confidential. This creates a work rule: discussion of the employer’s criminal surveillance is permitted only among its victims, and discussing it with any other coworker violates confidentiality obligations.

33. Section 8(a)(1) prohibits rules that condition the exercise of Section 7 rights on employer authorization. An employee’s right to discuss working conditions with coworkers does not depend on whether the employer “whitelisted” the listener for the same labor violations. The right to discuss working conditions is unconditional under Section 7. A rule that permits discussion of employer misconduct only among its victims—and treats discussion with anyone else as a confidentiality breach—is an unlawful work rule restricting Section 7 activity.

- Employer: “Do you agree that sharing this information with [coworker] was a breach of your confidentiality obligations with Apple?”
- Employee: “Absolutely not.”
- Employer: “Why not?”
- Employee: “One, [coworker] was an active Apple employee.”

- Employer: "...Do you believe you were able to share confidential information about Apple with all Apple employees?"
- Employee: "Confidential is a broad term I don't understand. But second, some of this stuff was highly protected. This includes naked photos of me. I shared –"
- Employer: "I'm just asking you a question. Do you agree that sharing this information with [coworker] was a breach of your confidentiality obligations...?.. "Do you believe that you were entitled to share all confidential information you got from Apple with all Apple employees?..."
- Employer: "...Where is the naked photo?..."
- Employee: "...the AI is just taking photos whenever it thinks it sees a face. It doesn't care if you're topless... I had photos it was taking that include my nipples and other parts of my naked body."
- Employee: "...And then -- what was I saying? Why it was -- oh, because we were organizing about work conditions. I was protesting this and said I don't like this. I want Apple to stop. And if she was organizing with me at that time ... trying to help improve our work conditions, then sharing this with her for her understand -- and she seemed very upset about this as well -- was absolutely NLRA, the National Labor Relations Act, and California Labor Law, protected concerted activity of coworkers trying to make a better workplace for themselves and their other coworkers. And whistleblower disclosures that something is going on that seems unethical or unlawful, and there's nothing in here that's trade secret and other reasons...."
- Employer: "Do you know if [coworker] was whitelisted..."
- Employee: "I have no idea."
- Employer: "But you had no reason to believe that she was whitelisted"
- Employee: "It's a very, like, weird question. I don't know how to answer your question."
- Employer: "Okay. Well, you couldn't answer my whitelisted question. You were totally incapable of [answering] it."
- Employer: "Do you have any reason to believe that you were permitted to share [work condition] information with [coworker]?"
- Employer: "...So I don't know how to answer that question with the "permitted" term."
- Employer: "Okay. You don't know what "permitted" means?"
- Employee : "I don't know what "permitted" means."
- Employer: "How about allowed? Is that any better? A-L-L-O-W-E-D?"
- Employee : "No."
- Employer: "Okay. Don't know what "permitted" and "allowed" mean. . . . Okay. Are Apple employees allowed to share confidential information with Apple – Apple employees who are not ... who are not whitelisted to receive the confidential information?"
- Employee : "I don't know what "allowed" or "whitelisted" means in your question."
- Employer: "Okay."

Deposition pages 298-305. (entirely “confidential” for 50 days).

34. Apple's rules and threats isolate victims of employer misconduct from the coworkers best positioned to help them. Apple declares that an employee who discovers her employer is illegally recording her, and taking naked photos of her, can only discuss it with other employees who are also being illegally recorded and having naked photos also taken of them—and those employees may not know they're being recorded, and if they do know they may be horrified about it, so the practical effect is silence. It conditions the right to discuss working conditions on the employer's own authorization, which must accompany the employer surveilling the employee and hoarding nude photos of that employee, which is the antithesis of Section 7 and closer to a sex cult than corporate employment.

8. COUNT: "LEAKING" WORK CONDITIONS TO COWORKERS

35. See above.

9. COUNT: TERMINATION OF SUBSEQUENT EMPLOYMENT WITH ANOTHER EMPLOYER ORDERED BY THE PRIOR EMPLOYER

36. Recent actions and statements have made it clear that Apple was directly involved in Northeastern University's termination of my employment in the autumn of 2024. I suspected this for some time and accused Apple of it prior, however only recently did Apple implicitly confirm this.

37. Apple provided me notice it intended to subpoena extensive employment records from Northeastern University to use as evidence against me in the Apple retaliation litigation and adjudication. Apple knows there is an NLRB case against NEU and that I allege retaliation for numerous types of protected activity including opposing what amounted to be systemic federal grant fraud by that university. Apple indicated it would request records from NEU to make it look like I was at fault and use my protected activity at NEU in its defense in the Apple litigation.

38. I complained to Apple again that based on the timing and extremely suspicious circumstances of that termination, I was certain Apple was behind the second firing, and if Apple sent the subpoena they threatened, I would then subpoena NEU's lawyers for any communications with Apple or Apple's lawyers.

39. Apple then dropped that matter completely and has not raised it again. Apple has not said a word about it since I assured them I was certain there would at least be phone call records between these entities leading up to the abrupt notice of termination while I was on protected medical leave, which had just been extended by NEU and made the termination absurd. Apple's silence confirms their culpability.

10. COUNT: PROHIBITING THE EMPLOYEE FROM FILING NLRB CHARGES

40. Under *San Diego Building Trades Council v. Garmon*, 359 U.S. 236 (1959), when activity is arguably subject to Section 7 or Section 8 of the NLRA, federal courts must defer to the exclusive competence of the Board. Under *Lodge 76, International Association of Machinists v. Wisconsin Employment Relations Commission*, 427 U.S. 132 (1976), the Board's preemptive jurisdiction extends to conduct that Congress intended to leave unregulated as well as conduct it intended to regulate.

41. The federal district court lacks jurisdiction to determine whether Apple's designation of testimony about Section 7 activity as confidential constitutes interference with NLRA rights. That determination belongs exclusively to the Board.

42. Accordingly, Apple's insistence that my "only option" is to argue to Apple and the Judge who indicated she doesn't care if I kill myself as a result of Apple's conduct, and that I have no other recourse for Apple's misconduct, is also a violation of the NLRA. Apple's statements indicate that I am not "allowed" to file an NLRB charge over their confidentiality designations because they say the non-consensual Protective Order somehow stripped the NLRB of jurisdiction and/or is a gag order on me from reporting NLRA violations to the NLRB – but none of that is true.

43. The opposite is true. If Apple violates the NLRA, and interferes with Board proceedings, then *Garmon* preemption removes the federal district court's jurisdiction to review the matter at all. Accordingly, Apple's directive to not file charges to the NLRB and only route complaints to a venue with no jurisdiction to adjudicate them, is Apple illegally prohibiting me from filing NLRB charges.

44.

II. CONCLUSION

45. This Cover Letter is filed in support of the Feb. 16 2026 Charge.

46. In addition, a detailed Legal Memorandum will be subsequently filed as well with additional exhibits and evidence.

47. The alleged violations in this charge are clearly within the scope of the NLRA. Apple's unlawful conduct during and related to the deposition occurred as part of a civil lawsuit, but directly arose out of NLRA activity, interfere with NLRA rights, and threaten to interfere with NLRB proceedings.

48. My disclosure here of the subject matter of Apple's claims to confidentiality may cause Apple to escalate and even seek sanctions against me for violating their protective order. If Apple does such a thing, then an additional NLRB charge will be filed to capture the continuing violations of the NLRA by Apple.

Respectfully submitted,



/s/ Ashley M. Gjovik

Pro Se Charging Party

San Jose, California

Dated: Feb. 16 2026

EXHIBIT A

1 leak, that we had to report it. I reported it.
2 But, again, like even the -- the first sentence of
3 that email says "not sure how much this matters,"
4 and then I reported it anyways.

5 Q. And you reported it because you thought it
6 might be a breach of their confidentiality
7 obligations to Apple; correct?

8 A. Yeah.

9 MS. RIECHERT: Mr. Videographer, if you
10 could mark as Exhibit Number 6, tab 6-02 Apple's
11 misconduct and discipline policy.

12 THE VIDEOGRAPHER: Exhibit 6.

13 (DEPOSITION EXHIBIT 6 WAS MARKED.)

14 THE WITNESS: Okay. It's open.

15 BY MS. RIECHERT:

16 Q. Looking at Exhibit 6, which is Apple's
17 misconduct and discipline policy, do you agree that
18 that is a copy of Apple's misconduct and discipline
19 policy? And because you asked me to do that before,
20 I would note that on the bottom right-hand corner
21 are Bates numbers that were placed -- we believe
22 were placed on this document by you. These were
23 documents produced by you.

24 A. Oh, I see, yes. And the timestamp on the --
25 this one has a timestamp. The business conduct



1 policy didn't have a timestamp. This timestamp
2 matches when I downloaded this document, and this is
3 an exhibit in the NLRB case with the settlement
4 agreement I mentioned.

5 Q. The question is do you agree that this was a
6 policy that was in effect during your employment at
7 Apple?

8 A. What does "in effect" mean?

9 Q. That it was in existence.

10 A. Yes. This policy was in existence at my
11 time at Apple as of the date I downloaded it, which
12 is dated on the document as May 4, 2021.

13 Q. And do you agree that you were aware of this
14 policy at the time you downloaded this document on
15 May 4, 2021?

16 A. Yes.

17 Q. And you read it during your employment at
18 Apple; correct?

19 A. The policy we're looking at -- all I know
20 is -- existed as worded as of May 2021. Apple might
21 have had different versions earlier, and I don't
22 have copies of the prior policies from, like, 2015.
23 But I know that this definitely existed in May of
24 2021.

25 Q. And you understood it; correct?



1 A. That's broad. Can you be more narrow in
2 your question?

3 Q. Did you understand the policy when you read
4 it and downloaded it?

5 A. Yeah. What does "understand" mean?

6 Q. Know what it means.

7 A. I'd say no. And that was one of the
8 reasons -- so I was downloading -- I downloaded a
9 bunch of policies at that point. I had become very
10 concerned that they were unlawful, and I had been
11 making statements about that with coworkers and on
12 Slack, and that was when I started --

13 Q. But you've gone beyond the question. My
14 question is did you understand this policy when you
15 read it and downloaded it on May 4, 2021?

16 A. That's what I was going to say. I didn't --
17 the terms were so broad. One of the reasons it was
18 flagged for me --

19 (Reporter asks for clarification.)

20 BY MS. RIECHERT:

21 Q. The question is did you understand it or did
22 you not understand it?

23 A. No, I didn't understand it.

24 Q. Okay. Which parts of it did you not
25 understand?



1 A. These are -- I can go through the terms and
2 a lot of these terms were flagged in my complaint to
3 NLRB about this particular policy --

4 Q. You're going way beyond my question. The
5 question is --

6 A. I know. You're asking what I didn't
7 understand. I'd like to answer that question.

8 Q. Okay. Which terms did you not understand?
9 I don't need to talk about the NLRB. I just want to
10 know which terms you did not understand.

11 A. Appropriate is vague and over -- so terms
12 that I feel are vague and overbroad in such a way
13 that you cannot understand what is actually being
14 requested and which likely become unlawful that they
15 are so overbroad because they restrict protected
16 behavior and conduct are terms appropriate,
17 behavior, policies, guidance, ethics, discretion,
18 appropriate, guidelines, not limited to, warnings.

19 (Reporter interruption.)

20 THE WITNESS: Can you see me? I turned my
21 video off so I wasn't just staring at me. Can you
22 see me here?

23 THE VIDEOGRAPHER: Yes.

24 BY MS. RIECHERT:

25 Q. If you don't want to look at yourself in the



1 video. I can take yourself --

2 A. I did, but then she said she can't see my
3 face, but then I couldn't see where my face was. So
4 I was concerned she couldn't see my face.

5 Conduct. Let's see, not limited to, policy
6 violations, confidential, proprietary.

7 Q. You didn't understand what those words meant
8 is what you're telling me?

9 A. Uh-huh. I'm still going. Oh, using Apple
10 equipment for electronic resources because that to
11 me also meant, like, our personal iPhones or
12 computers too. It was very unclear.

13 Q. I withdraw that question, and I'm going to
14 ask you another question.

15 Did you --

16 A. I still have more though.

17 Q. I understand. I'm just going to withdraw
18 that question.

19 Did you understand that this policy said
20 that it was a policy violation for you to violate
21 your confidential proprietary information --
22 proprietary and trade secret information
23 obligations, including those stated in Apple's
24 intellectual property agreement?

25 A. So you're referring to under policy



1 violations, the first bullet?

2 Q. Correct.

3 A. Can I read it just so it's on the record of
4 what you're asking?

5 Q. Absolutely.

6 A. So the policy violations -- the policy says,
7 "Violating confidential, proprietary, and trade
8 secret information obligations (including those
9 stated in Apple's intellectual property agreement),"
10 and that is under "Conduct warranting immediate
11 termination. Conduct that may warrant immediate
12 termination of employment includes, but is not
13 limited to," and then the bullet you just said.

14 So I can confirm that the document that
15 we're reviewing, that is the text as I just read, is
16 on that document and that I had a copy of that
17 document.

18 Q. And you understood it?

19 A. No. I just said I don't understand this
20 document.

21 Q. Okay. Didn't understand that part of the
22 document?

23 A. I don't understand most of the document. I
24 was still going of listing all the words I don't
25 understand.



1 Q. Okay. I'm asking you now whether you
2 understood that conduct warranting immediate
3 termination could include violating confidential,
4 proprietary, and trade secret information
5 obligations including those stated in Apple's
6 intellectual property agreement?

7 A. Asked and answered. I already said I don't
8 understand that.

9 Q. You did not understand that that was a
10 policy violation?

11 A. Well, I understand that it's on the policy
12 as written, as stated, but I don't understand what
13 it means.

14 Q. You don't understand what it means to
15 violate your confidential, proprietary, and trade
16 secret information obligations? Is that what you're
17 saying?

18 A. Asked and answered. I already said I don't.
19 And the objections of NLRB already said that was
20 unlawful that Apple would --

21 (Reporter admonition.)

22 THE WITNESS: NLRB said those terms were
23 unlawful and that Apple could no longer enforce them
24 and had to withdraw them from their policies.

25 MS. RIECHERT: I'm going to designate the



1 next section of this deposition as confidential
2 pursuant to the protective order.

3 BY MS. RIECHERT:

4 Q. Any information that -- testimony you give
5 until I say it's not confidential pursuant to the
6 protective order is going to be covered by the
7 protective order. Do you understand that?

8 A. No. How can you claim that my statements
9 are confidential if what I said is not confidential?

10 Q. Because under the protective order, I have
11 the right to designate deposition testimony as
12 confidential. If you disagree with that, then you
13 have the right, under the protective order, to
14 follow the procedures in the protective order.

15 A. Yeah, but I believe you -- sorry. Go ahead.

16 Q. But meanwhile, I'm designating this as
17 confidential pursuant to the protective order. And
18 if you disagree, then follow the procedures in the
19 protective order.

20 A. Yes. But, Melinda, I don't think you can
21 just say -- you don't know what I'm going to say and
22 if I say stuff that's clearly not confidential, you
23 just can't proactively say it's confidential.

24 Q. I have the right to do that under the
25 protective order, and you have the right to



1 challenge it if you disagree.

2 A. Well, I'm filing objections immediately then
3 that you can't just proactively say that something
4 is confidential when I'm actively talking about the
5 NLRA saying that Apple is misusing confidentiality
6 terms and the stuff to hide protected statements and
7 then you're saying whatever I say next is under a
8 confidentiality order without knowing what I'm going
9 to say. That's not right, Melinda. I object.

10 MS. RIECHERT: All right. So why don't we
11 take a break before I ask my question?

12 If the videographer would bring in the
13 tab Number 2-04 into the chat.

14 We're going to take a five-minute break, and
15 I am designating the following information as
16 confidential pursuant to the protective order.

17 Let's take a five-minute break.

18 THE WITNESS: Okay.

19 THE VIDEOGRAPHER: This marks the end of
20 Media Number 1. We are now going off the record.

21 The time is 10:19 a.m.

22 (Off the record: 10:19 a.m. to 10:29 a.m.)

23 THE VIDEOGRAPHER: We are now on the record.
24 The time is 10:29 Pacific Standard Time. This marks
25 the beginning of Media Number 2 in the deposition of



1 Ashley Gjovik on December 16, 2025.

2 Please continue.

3 (DEPOSITION EXHIBIT 7 WAS MARKED.)

4 MS. RIECHERT: The following portion of the
5 deposition is designated as confidential pursuant to
6 the protective order.

7 (THE FOLLOWING PAGES, 66 TO 305, WERE
8 DESIGNATED CONFIDENTIAL SUBJECT TO PROTECTIVE ORDER.)

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1 ::: CONFIDENTIAL :::
2 (THE FOLLOWING PAGES, 66 TO 305, WERE
3 DESIGNATED CONFIDENTIAL PURSUANT TO PROTECTIVE ORDER.)

4 BY MS. RIECHERT:

5 Q. Please look at Exhibit Number 7 and let me
6 know if this is a document that you received in
7 connection with your employment at Apple.

8 A. Yes. And lodging again that I don't like
9 the blanket confidentiality when we don't know what
10 we're going to talk about. And also lodging that
11 I've tweeted this document. This is already public
12 record. It's not confidential.

13 But this does appear to be an email that I
14 believe I did receive from Apple. It's dated
15 August 7, 2017.

16 Q. And when did you tweet the document?

17 A. I think multiple times. And it's on my
18 website. It's part of my government complaints in
19 the exhibits for the government cases.

20 Q. Did you tweet this document during your
21 employment at Apple?

22 A. I don't think so, no.

23 Q. You were invited to participate in a data
24 collection social hour; correct?

25 A. I -- can I just read the email?



1 Q. Absolutely.

2 A. Yeah. So the email was sent from --

3 Q. Okay. Don't read it out loud. Just read it
4 to yourself.

5 A. No. I want to read it for the record so
6 they know what we're talking about.

7 Q. No, please don't. Please read it to
8 yourself.

9 A. But you said it's confidential.

10 Q. The exhibit -- the exhibit is in the record,
11 and so you don't need to read it into the record
12 because the exhibit is already part of the record.

13 A. What did you just ask me? What was the
14 question?

15 Q. The question is were you invited to
16 participate in a data collection social hour?

17 A. But you're reading the email and you're
18 saying I can't read the email.

19 Q. No. I'm saying you can read the email. I
20 just don't want you to read it out loud into the
21 record.

22 A. But you -- the question you're asking me
23 reflects what is said in the email. So for me to
24 confirm what the email said would answer your
25 question, and you're saying I can't read the email.



Confirmation

You have successfully E-Filed Charge Against Employer . You will receive an E-mail acknowledgement from this office when it receives your submission. This E-mail will note the official date and time of the receipt of your submission. Please save this E-mail for future reference. Please print this page for your records.

NOTE: This confirms only that the form was filed. It does not constitute acceptance by the NLRB.

Confirmation Number: 1111720524

Date Submitted: Monday, February 16, 2026 11:59 PM (Pacific Standard Time)

Form Submitted to Office: [Region 32, Oakland, California](#)

[File New Charge / Petition](#)