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NATIONAL LABOR RELATIONS BOARD
REGION 32

ASHLEY GJOVIK

Charging Party,

&

APPLE INC.

Charged Party.

CHARGING PARTY'S CONSOLIDATED POSITION STATEMENT & UMBRELLA MEMORANDUM IN SUPPORT OF PENDING CHARGES

Case Nos.
32-CA-381277; 32-CA-381430; 32-CA-381499; 32-CA-381754; 32-CA-381967; 32-CA-382501; 32-CA-382742; 32-CA-383738; 32-CA-384065; 32-CA-384770

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CHARGING PARTY'S CONSOLIDATED POSITION STATEMENT & UMBRELLA MEMORANDUM IN SUPPORT OF PENDING CHARGES

II. INTRODUCTION AND SUMMARY

1. This consolidated position statement is submitted in support of the ten pending unfair labor practice charges captioned above, each alleging violations of Sections 8(a)(1) and 8(a)(4) of the National Labor Relations Act, 29 U.S.C. § 158(a)(1), (4). The individual cover letters previously filed in each case are incorporated by reference; this memorandum consolidates them into a single account of what is, in substance, a single course of conduct.

2. That course of conduct is this: in April 2025, Apple entered a national settlement with the Board in Case 32-CA-284428, agreeing to rescind and cease enforcing overbroad confidentiality restrictions to the extent they cover terms and conditions of employment, and agreeing to a self-executing default remedy upon non-compliance. Within months, Apple re-imposed the identical restrictions on the Charging Party through the confidentiality-designation mechanism of a stipulated protective order in parallel civil litigation — designating her sworn testimony about her own workplace complaints as "Apple Confidential."

3. Apple then enforced those restrictions through coordinated action by three outside law firms across three federal forums; obtained district-court orders ratifying the restrictions, including a permanent directive that the Charging Party "de-publish" her own published speech about her own working conditions; and now administers the resulting suppression regime while asserting that no tribunal — not the district court, and (Apple reserves) not the court of appeals — retains jurisdiction to examine the basis for any individual restriction. The ten charges captured each step of this mechanism in real time, before the district court ratified it.

4. The Board's jurisdiction here is exclusive and independent. The question presented by every charge — whether an employer's restrictions on employee speech about working conditions, and its retaliation for the filing of Board charges, violate the Act — is committed to this Board and to no other tribunal. *San Diego Building Trades Council v. Garmon*, 359 U.S. 236, 244–45 (1959); *Lodge 76, Machinists v. Wisconsin Employment Relations Commission*, 427 U.S. 132 (1976). The district court never applied the Act; it applied Rule 26(c). Its orders therefore resolve nothing the Board must decide.

5. To the contrary, the procurement and continued enforcement of those orders is itself the violation: litigation — including motions within existing litigation — that has "an objective that is illegal under federal law" is unprotected by the Petition Clause regardless of its

merit or outcome. *Bill Johnson's Restaurants, Inc. v. NLRB*, 461 U.S. 731, 737 n.5 (1983); *BE&K Construction Co. v. NLRB*, 536 U.S. 516 (2002); *Loehmann's Plaza*, 305 NLRB 663 (1991). Apple's success in the district court is not a defense to these charges; it is the measure of the harm.

6. The governing Board standards remain binding law. *Stericycle, Inc.*, 372 NLRB No. 113 (2023), and *McLaren Macomb*, 372 NLRB No. 58 (2023), have not been overruled, continue to be applied by the Board's administrative law judges, and cannot be displaced absent a Board quorum. This statement accordingly relies exclusively on Board and court decisions — not on General Counsel memoranda — and nothing in the 2025 rescission of prior guidance memoranda alters the precedential force of any authority cited herein.

III. THE CHARGES AND RELATED PROCEEDINGS

7. The ten charges, in the order filed, and the conduct each captures:

Case No.	Filed	Conduct Captured
32-CA-381277	Feb. 16, 2026	Deposition confidentiality designations as unlawful work rules; seven-week blanket gag on 72% of testimony; continued enforcement of rescinded policies; unlawful surveillance; prohibition on Board filings. §§ 8(a)(1), (4).
32-CA-381430	Feb. 18, 2026	"URGENT" demand to delete published speech and commit to prospective silence, sent 10:26 a.m. the first business day after service of the first charge; invocation of the IPA. §§ 8(a)(1), (4).
32-CA-381499	Feb. 18, 2026	Off-docket demand for "urgent" judicial intervention; Dkt. 280 requests for sanctions, compelled deletion, gag orders, and sealing of NLRB charges; footnote 2 admissions. §§ 8(a)(1), (4).
32-CA-381754	Feb. 22, 2026	Global, permanent ban from "any Apple-owned or leased property" for "any purpose" (Morrison Foerster, Feb. 20); walked back Feb. 23, one day after this charge. §§ 8(a)(1), (4).
32-CA-381967	Feb. 26, 2026	Motions to enforce, seal, and shorten time filed after seven same-day refusals to meet and confer; Rule 37 sanctions sought for charge-filing and publicity; Pillsbury § 1927/Rule 9011 threats. §§ 8(a)(1), (4).
32-CA-382501	Mar. 9, 2026	Bankruptcy Opposition (ECF 62) seeking vexatious-litigant finding and pre-filing review; NLRB charges expressly listed (fn. 6) as sanctionable conduct; "objectively baseless crusade." §§ 8(a)(1), (4).

Case No.	Filed	Conduct Captured
32-CA-382742	Mar. 12, 2026	Dkt. 304/305 motions to retain designations and seal the employee's filings; DiVincent declaration reproducing the confidentiality rules verbatim under oath. §§ 8(a)(1), (4).
32-CA-383738	Mar. 26, 2026	Rule 9011 safe-harbor letter and 25-page draft sanctions motion served seven days before the hearing on the employee's stay-violation motion; NLRB charges again listed as vexatious conduct. §§ 8(a)(1), (4).
32-CA-384065	Mar. 31, 2026	7:08 p.m. compliance-demand email hours after entry of sua sponte de-publication, gag, and sealing directives — and after the court denied Apple's only pending enforcement motion. §§ 8(a)(1), (4).
32-CA-384770	Apr. 6, 2026	Motion to seal seventeen entire docket entries, including the NLRB charges, charge cover letters, and the national settlement agreement; written advisement that the employee "cannot publicly file or post material from the NLRB charge-filing process." §§ 8(a)(1), (4).

8. ***Related proceedings.*** The conduct arises in and around *Gjovik v. Apple Inc.*, No. 3:23-cv-04597-EMC (N.D. Cal.), in which final judgment entered for Apple on June 24, 2026 (Dkt. 390), and which is now on appeal to the Ninth Circuit twice: from the judgment (Dkt. 399; No. 26-4716) and from the confidentiality, sealing, and de-publication orders (Dkt. 403; No. 26-5331, docketed August 18, 2026, opening brief due November 6, 2026). The bankruptcy-forum conduct arises in *In re Gjovik*, No. 25-11496-CJP (Bankr. D. Mass.).

9. Prior Board proceedings include the national settlement in Case 32-CA-284428; and related cases (32-CA-282142), and the Charging Party's earlier charges concerning the protective order itself (including 01-CA-332897), which warned — in December 2023 — of precisely the use to which Apple has now put that order.

IV. THE APRIL 2025 SETTLEMENT AND ITS SELF-EXECUTING DEFAULT PROVISION

10. The settlement is the baseline against which all of the charged conduct must be measured, because every act described below is post-settlement conduct of the very type the settlement prohibits. Apple agreed, among other things, that it would not enforce the definition of proprietary information in its Confidentiality and Intellectual Property Agreement ("IPA" or "CIPA") to the extent it covers terms and conditions of employment; that "WE WILL NOT

advise you that you are subject to discipline for violating overly broad rules regarding confidential or proprietary information"; that nothing restricts employees' right to "discuss or disclose information about Your or others' wages, hours, or working conditions"; and that "WE WILL NOT in any like or related manner interfere with your rights under Section 7 of the Act."

11. The settlement's Performance provision is self-executing. Upon non-compliance, and after fourteen days' notice from the Regional Director without cure, the Regional Director will reissue the complaint previously issued October 3, 2024; Apple's answer is deemed withdrawn; all allegations are deemed admitted; the Board may enter a full remedial order without trial; and a United States Court of Appeals judgment may be entered enforcing that order ex parte. The only litigable issue is whether Apple defaulted.

12. This provision matters now for a structural reason: it is the one remedy in this record that operates on the settlement's own terms. It requires no new adjudication of the underlying violations, no Board quorum to announce new law, and no exercise of prosecutorial discretion beyond the Regional Director's notice. Under *Passavant Memorial Area Hospital*, 237 NLRB 138 (1978), post-settlement conduct of the same type prohibited by a settlement warrants setting the settlement aside and reissuing the complaint; here the parties agreed in advance to exactly that consequence. And under settled law, violation of a settlement resolving Section 8(a)(1) allegations is itself an independent Section 8(a)(1) violation. The Regional Director already possesses, in the ten charge files, a documentary record of non-compliance consisting almost entirely of Apple's own emails, sworn declarations, and court filings.

V. PROTECTED ACTIVITY, EMPLOYEE STATUS, AND EMPLOYER KNOWLEDGE

A. The Protected Activity

13. The activity Apple has targeted falls into six categories, each independently protected. **First**, filing Board charges and participating in Board proceedings — the ten charges above, the prior charges, and cooperation with the Region — protected by Section 8(a)(4) and by the congressional design that persons with information about unfair labor practices be "completely free from coercion against reporting them to the Board." *Nash v. Florida Industrial Commission*, 389 U.S. 235, 238 (1967); *NLRB v. Scrivener*, 405 U.S. 117 (1972) (protection extends to all forms of Board participation).

14. **Second**, sworn deposition testimony about working conditions — the workplace

studies, the demands made of employees' bodies, and her complaints to supervisors — core Section 7 subject matter.

15. **Third**, publicizing the labor dispute through social media, blog posts, press interviews, and an April 2, 2026 rally and press conference at the federal courthouse. Section 7 protects employee efforts to improve their lot "through channels outside the immediate employee-employer relationship," *Eastex, Inc. v. NLRB*, 437 U.S. 556, 565–66 (1978), including "administrative, judicial, legislative, and political forums, newspapers, the media, social media, customers and the public." *McLaren Macomb*, 372 NLRB No. 58, slip op. at 6.

16. **Fourth**, organizing with and informing coworkers — including coworkers in parallel litigation against the same employer ("any kind of thing like this we can share to help each other is huge … trying to have each other's backs" (Feb. 20, 2026 conference)).

17. **Fifth**, the environmental citizen suit concerning toxic conditions at Apple facilities, which arose from coworker organizing about workplace safety — mutual aid and protection at Section 7's core. *Eastex*, supra; *Le Madri Restaurant*, 331 NLRB 269, 275 (2000).

18. **Sixth**, protesting the violations to the employer itself — the December 16 objections on the record, the February 4–6 and February 18 correspondence, the designation challenges, and the direct request that Apple's labor counsel at Morgan Lewis intervene (a request that went unanswered).

B. Employee Status

19. The Charging Party is an "employee" within Section 2(3) of the Act, which "covers … former employees of a particular employer." *Briggs Manufacturing Co.*, 75 NLRB 569, 570–71 (1947); *Eastex*, 437 U.S. at 564; *MEI-GSR Holdings, LLC d/b/a Grand Sierra Resort*, 365 NLRB No. 76 (2017) (former employee in a labor dispute relating to her former employment falls within the Act's definition).

20. Apple's February 23, 2026 statement that "we understand you are not an employee of Apple" — delivered in the act of walking back an unlawful property ban — is an attempt to define the Charging Party out of the Act's protections. The Board rejected precisely that framing in *Grand Sierra*: the question is whether the conduct chills Section 7 rights, not whether the employer concedes the target's status. The settlement itself names the Charging Party and treats her as a protected charging party.

C. Knowledge, Timing, and Animus

21. Knowledge is undisputed: Apple was served with each charge, cites the Charging Party's posts and filings in its own motions, and admits it monitors her social media. Animus is not inferred; it is stated in Apple's own documents. Dkt. 280 footnote 2 contains three admissions in a single passage: that the Charging Party is "independently prohibited" by the IPA (continued enforcement of the rescinded agreement); that "it was her public disclosure of confidential Apple product-related information that led to her termination from Apple in the first place" (the current campaign is a continuation of the termination the Board found meritorious); and that her prior protected disclosures constitute "disregard[ing] obligations."

22. Apple's filings label her protected activity an "objectively baseless crusade," her charge-filing "vexatious conduct" and "litigating in quadruplicate," and her public complaints a "flagrant and deliberate violation." Apple's counsel described the designation practice on the record: "It's standard. I do it in all my cases" — an admission that the restriction is a maintained practice, not a case-specific measure.

23. Timing supplies the *Wright Line* inference at every step. The "URGENT" deletion demand issued at 10:26 a.m. on the first business day after service of the first charge — after Apple had monitored the same posts for fourteen days without objection, including a post with approximately 166,500 views. T

24. he trigger was the charge, not the posts. The property ban issued the same day Apple complained to the court about the Charging Party's protected activity, days after service of three charges. The bankruptcy Opposition, the Rule 9011 draft, the March 11 motions, and the March 31 compliance demand each followed within days of new charges or new assertions of NLRA rights. Where the adverse action tracks the protected activity with this precision, repeatedly, across independent actors, the causal inference is overwhelming.

VI. THE WORK RULES: PROMULGATION, SWORN DOCUMENTATION, AND THE DESIGNATION PATTERN

25. Under *Stericycle*, a rule is presumptively unlawful if, viewed from the perspective of an employee economically dependent on the employer, it has a reasonable tendency to chill Section 7 activity; the employer must then prove a legitimate and substantial business interest that cannot be achieved by narrower means.

26. Rules need not appear in a handbook; they may be communicated through discipline, correspondence, litigation positions, and demands. *Lafayette Park Hotel*, 326 NLRB

824, 825 (1998), enf'd, 203 F.3d 52 (D.C. Cir. 1999). The rules here were promulgated in exactly that manner — and then, unusually, documented verbatim under oath by the employer itself.

D. Promulgation at the Deposition

27. On December 16, 2025, at the moment the Charging Party invoked the NLRB settlement in response to questioning about policies the settlement addressed, Apple's counsel declared: "I'm going to designate the next section of this deposition as confidential pursuant to the protective order … [a]ny testimony you give until I say it's not confidential … is going to be covered." Pages 66 through 305 — roughly 72% of the transcript — were designated wholesale, in violation of the Protective Order's own prohibition on "mass, indiscriminate, or routinized designations" (§ 5.1) and its requirement of specific designation before the close of the deposition (§ 5.2(b)).

28. The blanket stood as an unreviewable gag for fifty days. The designation was triggered by the invocation of the Act, not by any trade secret: the designated pages consist of the employee's complaints about workplace studies, her account of organizing with a coworker, her disclosures to government agencies and the press, and her explanation — on the record — of why that activity is protected.

E. The Employer's Sworn Documentation of the Rules

29. In support of its March 11 motion, Apple filed the declaration of Senior Engineering Director Michael DiVincent, which reproduces the operative rules verbatim, under penalty of perjury. The study consent form provides:

> "By agreeing to participate in this study, you acknowledge that any information about the Study, including any Study details or **the fact of your participation**, are considered Apple Confidential Information, and are covered by the obligations under your agreements with Apple." (DiVincent Decl. ¶ 4.)

30. The declaration further attests that the IPA "covers studies that employees learn about through their employment with Apple **that they decline to participate in**" (¶ 5), and that the IPA reaches "any other materials or information relating to past, existing, and future products and services — **regardless of whether the product or service is ultimately developed, marketed, used, or rejected**" (¶ 3). Read together and as applied, these provisions make confidential: an employee's participation in a workplace study conducted on her body; her

refusal to participate; her injuries; and her complaints.

31. An employee who was asked to measure her cervical mucus, register her sexual partners under NDA, or submit to laser exposure cannot, under this text, tell a coworker "they asked me to do this — you should know before you agree," cannot tell a union representative or a Board agent, and cannot tell a physician or OSHA how she was injured.

32. There is no cognizable business interest — "secrecy" and marketing "surprise" are the only interests the declaration offers — that the Board has ever accepted as justification for suppressing employee communications about their own workplace experiences. This is the cleanest documentary evidence in the record: the maintained rule, in the employer's own sworn words, filed after the settlement that required its rescission.

F. The Designation Pattern: Complaints, Not Secrets

33. Apple's March 4, 2026 response to the Charging Party's itemized challenges revealed what the designations protect. Apple de-designated every description of non-sexual studies — yoga, swimming, exercise monitoring, eye tracking, grip testing, vitals sensors — and all codenames, hardware terminology, and development-stage vocabulary. It retained, essentially exclusively, the employee's complaints about reproductive- and sex-related demands: cervical mucus, ovulation, menstruation, cosleeper NDAs, registration of sexual partners — plus the letter "N."

34. Apple's stated justification (the employee's "characterization of the content, methods, and processes" of internal studies) cannot distinguish what it kept from what it abandoned, because both are her characterizations of studies. The only variable is that the retained material is the complaint itself. The curation of designation 165:13–24 makes the point unanswerable: Apple retained the employee's description of the employer's demand and de-designated only her words "and I found that very disturbing." The designations suppress dissent, not data.

G. The Rules, Consolidated

35. The rules communicated across this record — each presumptively unlawful under *Stericycle*, several unlawful on their face under *McLaren Macomb* and *Metro Networks, Inc.*, 336 NLRB 63, 67 (2001) — include the following:

Rule Communicated	Vehicle / Source

Rule Communicated	Vehicle / Source
An employee's testimony about her own working conditions is the employer's confidential property.	Blanket deposition designation (Dec. 16, 2025); Dkt. 304; Dkt. 396 as procured.
The "fact of your participation" in a workplace study is confidential — including studies the employee declined.	DiVincent Decl. ¶¶ 4–5 (sworn, verbatim ICF and IPA text).
"Any other materials or information relating to past, existing, and future products and services — regardless of whether the product or service is ultimately developed, marketed, used, or rejected" is confidential.	DiVincent Decl. ¶ 3 (IPA catch-all).
Employees may describe non-sexual workplace studies but not complaints about reproductive- or sex-related demands.	Mar. 4, 2026 designation pattern (all non-sexual descriptions de-designated; only sex-based complaint terms retained).
Discussing working conditions publicly is "leaking" warranting termination and continuing liability.	ECF 62 ¶ 6; Dkt. 280 fn. 2; Dkt. 305 ("flagrant and deliberate violation").
Filing NLRB charges is "vexatious conduct" exposing the filer to sanctions and pre-filing restrictions.	ECF 62 fn. 6, ¶¶ 40–43; Mar. 26 draft Rule 9011 motion fn. 4 ("litigating in quadruplicate").
NLRB charges and their contents must be kept off public dockets and out of public view.	Perry emails Apr. 2/6 ("cannot publicly file or post material from the NLRB charge-filing process"); Dkt. 340 (sealing the charges and the settlement).
The validity of a confidentiality designation is "beside the point"; the designation must be obeyed and cannot be publicly challenged.	Dkt. 340 at 4; the McLaren Macomb circularity in operation.
Working conditions may be discussed only with coworkers the employer has "whitelisted" to receive them.	Deposition interrogation, pp. 298–305.
The employee is banned from all employer property, foreclosing organizing, evidence-gathering, and coworker contact.	Morrison Foerster letter, Feb. 20, 2026 (walked back Feb. 23).
Only the employer decides what is secret, and no tribunal may examine the basis for any individual restriction.	Dkt. 406 (refusing per-redaction justification as "relitigation"; asserting no forum retains jurisdiction).

36. Two features aggravate the whole set. The first is circularity: Apple's position that the validity of a designation is "beside the point" (Dkt. 340 at 4) means the employee cannot

publicly challenge a restriction without violating it, because identifying the designation uses the designated words — the precise structure *McLaren Macomb* condemned in provisions that prohibit disclosing "even the existence of an unlawful provision."

37. The second is the absence of any case-specific justification: Apple's April 6 sealing motion rested on a four-paragraph declaration identifying no trade secret, no competitive harm, and no specific text, and its retention motion rested on a declarant who conceded he only "believes" the testimony concerned internal rather than publicly available external studies. Blanket confidentiality without particularized justification fails under *Banner Estrella Medical Center*, 362 NLRB 1108 (2015), and *Hyundai America Shipping Agency*, 357 NLRB 860 (2011) — and the designated subject matter is, in any event, in the public domain: the federal court's own published orders, six public complaints, NLRB proceedings since 2021, ClinicalTrials.gov registrations, a GAO-cited comment, peer-reviewed publication, and Apple's own press releases.

VII. DIRECT ENFORCEMENT: THREE LAW FIRMS, THREE VEHICLES, ONE CAMPAIGN

38. Between February 17 and April 6, 2026, three law firms acting for Apple enforced the rules above through three distinct vehicles — speech demands and court motions (Orrick), physical exclusion (Morrison Foerster), and forum-access threats (Pillsbury). The coordination is itself probative: within a single six-day window (February 20–26), all three firms acted against one pro se individual in Chapter 7 bankruptcy.

H. Orrick: Demands, Motions, and Interrogation

39. The sequence is set out in the chronology; four acts warrant emphasis. **The February 18 demand** — "take these down immediately and commit you will not do so going forward" — ordered deletion of published speech about working conditions and a prospective commitment to silence, identified no posts, no words, and no designations, and invoked the employee's "ongoing confidentiality obligations," i.e., the IPA. A demand that requires the employee to guess at its scope maximizes the chill; a demand for prospective silence is a gag order by correspondence.

40. **The February 26 motions** — seeking findings of violation, compelled deletion, a prohibition on "re-publishing in any forum or form," and the right to pursue monetary, evidentiary, issue, and terminating sanctions — were filed after Apple refused seven meet-and-

confer attempts that same day and in defiance of the court's February 20 directives on notice and conferral; they were denied on March 30 (Dkt. 326) for exactly that refusal.

41. **The March 31 email**, sent at 7:08 p.m. on the day sua sponte de-publication and gag directives issued — and hours after the Charging Party filed Rule 72 objections — demanded written confirmation that "you have de-published all posts revealing information Apple designated confidential." That is interrogation about the cessation of protected activity, *Rossmore House*, 269 NLRB 1176 (1984), with a built-in documentation mechanism for contempt, demanding self-enforcement of an undefined rule (no URLs, no list) whose rational response is total self-censorship. *T-Mobile USA, Inc.*, 363 NLRB No. 171 (2016).

42. **The April 2 and April 6 statements** told the employee flatly that she "cannot publicly file or post material from the NLRB charge-filing process," characterized her filing of NLRB materials as a "flagrant and deliberate violation," and cited *Southern Steamship Co. v. NLRB*, 316 U.S. 31 (1942) — a maritime-mutiny case — for the proposition that the Act must yield to Apple's private designations. Advising an employee that she is subject to court sanction for filing Board charges is unlawful under *Nash* and functionally identical to the threats condemned in *Lush Cosmetics, LLC*, 372 NLRB No. 54 (2023); the *Southern Steamship* citation is addressed in Part VII.

I. <u>Morrison Foerster: The Property Ban</u>

43. 24. On February 20, 2026 — the same day as the discovery conference at which Apple complained of the Charging Party's protected activity, and days after service of three charges — Morrison Foerster banned the Charging Party from 3250 Scott Boulevard **and** "any Apple-owned or Apple-leased property" for "any purpose," permanently, on pain of trespass enforcement and court sanctions. The ban foreclosed entry to any Apple retail store, organizing or leafleting on Apple property, meeting coworkers on site, supporting any labor action, and — pointedly — investigating the contaminated site that is the subject of the citizen suit arising from coworker safety organizing.

44. This is *Grand Sierra* with every fact aggravated: broader scope (worldwide versus one property), express nexus to protected activity (the citizen suit named as the reason), and a one-day walkback — narrowing to a single address, conceding public areas, acknowledging the NLRA — issued the day after the Charging Party filed Charge 32-CA-381754 and objected on NLRA grounds. The walkback is consciousness of guilt; if the original

letter meant what the revision says, no revision was needed. *Grand Sierra*, 365 NLRB No. 76; *Schwartz Mfg. Co.*, 289 NLRB 874, 878–79 (1988), enf'd, 895 F.2d 415 (7th Cir. 1990) (selective exclusion of employees engaged in protected activity). Even the revised letter reserves "the right to object to any evidence gathered from any Apple-owned or leased property" — a standing threat against Section 7 evidence-gathering for Board proceedings. And merely proffering the original, overbroad restriction violated Section 8(a)(1). *McLaren Macomb*, supra.

J. Pillsbury: The Bankruptcy Forum

45. Apple's bankruptcy counsel opened a third front in the Charging Party's own Chapter 7 proceeding. The March 6 Opposition (ECF 62) asked the bankruptcy court to declare her a vexatious litigant and impose a pre-filing review process — with her NLRB charges expressly listed, at footnote 6, among the "abandoned claims and lawsuits" comprising the supposedly vexatious pattern — and reserved an intent to seek Rule 9011 and 28 U.S.C. § 1927 sanctions.

46. The March 26 safe-harbor letter enclosed a 25-page draft sanctions motion seeking fees, a payment to the court, a vexatious-litigant finding, and pre-filing restrictions, served seven days before the April 2 hearing on the Charging Party's own motion — a contingent threat calibrated to force withdrawal. The draft again listed the NLRB charges (fn. 4), described the use of multiple statutory forums as "litigating in quadruplicate," acknowledged the Charging Party likely could not pay a monetary sanction (¶ 52), and sought filing restrictions on the stated ground that money alone would not deter.

47. The threat, not the motion, was the instrument: on April 1 the bankruptcy court declined any pre-filing restriction and noted that "Apple has not sought sanctions under Rule 9011." An unexecuted threat of reprisal for protected activity is itself the violation. *NLRB v. Gissel Packing Co.*, 395 U.S. 575, 618 (1969); *Lush Cosmetics*, supra. Listing Board charges as sanctionable conduct, and seeking court-ordered screens in front of an employee's access to legal forums, is retaliation within Section 8(a)(4). *Yellow Transportation, Inc.*, 343 NLRB 566, 569 (2004); *Power Systems, Inc.*, 239 NLRB 445, 449–50 (1978); *Fontaine Converting Works, Inc.*, 266 NLRB 500, 507 (1983).

VIII. INVOCATION OF STATE POWER AND JUDICIAL RATIFICATION: WHY THE COURT'S ORDERS ARE EVIDENCE, NOT A DEFENSE

K. What Apple Obtained

48. Apple's court campaign progressed from informal to permanent. It began off the docket — a February 18 email to court staff seeking an "urgent conference," which the court refused to entertain until Apple filed on the record — and produced, at the February 20 conference, an informal oral directive to delete posts, issued without briefing, evidence, or any consideration of the Act. Apple's stated preference for informality was explicit: "We did not want to bring a motion for sanctions or for contempt." The formal motions followed, and on March 30 the court **denied** Apple's motion to enforce for Apple's own refusal to meet and confer (Dkt. 326) — yet sua sponte directives to de-publish, to refrain from future speech, and to seal issued the same day, and Apple enforced them by private demand that evening.

49. On June 29, 2026 — five days after final judgment — the court granted Apple's motion to retain its designations on a categorical, two-bucket analysis, continued seventeen docket entries under seal in their entirety, and ordered the Charging Party "to de-publish all material that is the subject of this order, as well as all other publications and republications of that same material" (Dkt. 396).

50. On July 16, the district judge denied Rule 72 relief and "now orders Ms. Gjovik to comply" (Dkt. 398). A federal court order thus permanently compels a worker to erase her own published speech about her own working conditions — including material drawn from the public record and from NLRB filings — and seals from public view her charges, her evidence, her merits briefing, and the Board's own settlement agreement.

L. The Board's Jurisdiction Is Untouched

51. None of this binds, or even informs, the Board's analysis. The district court applied Rule 26(c) — particularized harm and a balance of interests — and expressly declined to engage the labor question ("I'm not really sure what the NLRB has to say" (Feb. 20, 2026)). Whether an employer may restrict employee speech about terms and conditions of employment, and whether it may retaliate for Board charges, are questions *Garmon* commits exclusively to this Board; a court's discovery-management ruling neither asks nor answers them. Board review runs to the courts of appeals under Sections 10(e) and (f), not through district-court discovery orders.

52. The Board owes the Rule 26(c) analysis no deference for a further reason: the record on which it rests was itself shaped by the violations — the employee's merits briefing and

evidence were sealed, her sanctions motion was sealed, and her opposition record on the enforcement motion was never reviewed on the merits after that motion was denied on procedural grounds.

M. <u>The Illegal-Objective Doctrine Controls — Regardless of Outcome</u>

53. Apple will answer these charges by pointing to its court victories. The answer is doctrinal and complete. It is true that under *Bill Johnson's*, a completed lawsuit that the employer has won ordinarily cannot be condemned as retaliatory, and under *BE&K* even a reasonably based losing suit is protected petitioning. But the Court carved out, in footnote 5, litigation with "an objective that is illegal under federal law" — including suits that are preempted or that seek relief federal law forbids — and that exception operates **without regard to merit or outcome**, because no judicial success can launder an unlawful objective. The Board applies this framework to motions within existing litigation, not merely to complaints. *Countrywide Financial Corp.*, 362 NLRB No. 165 (2015); *Anheuser-Busch, LLC*, 367 NLRB No. 132 (2019). Apple's enforcement campaign pursued at least five objectives that are illegal under the Act, any one of which suffices:

54. **(1) Enforcing restrictions the settlement rescinded and the Act forbids.** Dkt. 280 fn. 2 invokes the IPA by name as an "independent" prohibition; the designations reproduce the IPA's substance through a different vehicle. A motion whose object is enforcement of an unlawful restriction has an illegal objective under *Countrywide*.

55. **(2) Punishing Section 8(a)(4) activity.** The motions cite, quote, and seek relief against the NLRB charges, the cover letters, and the posts publicizing them, characterizing charge-filing itself as "misconduct" and a "campaign to … publicize." *Pain Relief Centers, P.A.*, 371 NLRB No. 143 (2022); *Manno Electric, Inc.*, 321 NLRB 278, 295–99 (1996), enf'd mem., 127 F.3d 34 (5th Cir. 1997) (claims premised on statements to the Board are preempted; they "punish the defendants for appealing to the Board and frighten other employees from doing so").

56. **(3) Imposing restrictions the Board has held unlawful even to propose.** A prohibition on "re-publishing in any forum or form," and a compelled-deletion mandate covering speech about working conditions, are the *McLaren Macomb* provisions in injunctive dress.

57. **(4) Sealing Board charges and Board-process evidence.** Sealing the charges, the cover letters, and the settlement agreement itself — the Board's own publicity remedy — interferes with the Board's processes and independently violates Section 8(a)(1). *Newland*

Knitting Mills, 165 NLRB 788, 795 (1967); *Duralite Co.*, 128 NLRB 648, 651–52 (1960); *Motor City Pawn Brokers Inc.*, 369 NLRB No. 132 (2020).

58. **(5) Disabling participation in Board proceedings.** The Protective Order restricts use of designated material to "prosecuting this litigation"; as confirmed by court order, it converts every act of Board participation — producing documents to the Region, describing the designations in a charge, testifying before an ALJ — into contempt exposure, while Apple, unbound in the Board proceeding, narrates freely. *Nash*, supra; *NLRB v. Robbins Tire & Rubber Co.*, 437 U.S. 214, 240 (1978) (labor witnesses "especially likely to be inhibited by fear of the employer's capacity for reprisal and harassment"); cf. *Starbucks Corp.*, 372 NLRB No. 90 (2023) (practical barriers to Board participation violate § 8(a)(1)).

59. *Loehmann's Plaza*, 305 NLRB 663, 669–72 (1991), supplies the overlay: once the General Counsel has proceeded against conduct — here, by complaint and a settlement adjudicating Apple's confidentiality restrictions unlawful in substance — the employer's continued prosecution of litigation enforcing the same restrictions is preempted and separately violates Section 8(a)(1).

60. Apple's settlement does not weaken this analysis; it strengthens it, because Apple itself agreed the restrictions could not lawfully be enforced. And under *BE&K*, the campaign is independently condemnable as "subjectively non-genuine" process abuse: Apple's counsel conceded on the record that Apple could not sue on the IPA ("No"), that the protective order was wanted "in addition to your IPA" for its contempt power ("you could be held in contempt if you violate it"), that the designated information is "irrelevant to the adjudication of Plaintiff's remaining claims," that redaction — which the Charging Party offered — would serve any legitimate protective purpose but would "inhibit [Apple's] ability to demonstrate that Plaintiff improperly disclosed," and that "the fact that Apple was conducting these studies is what is confidential" while, in the same conference, "you can talk about anything you want."

61. The objective was never protection of information; it was the manufacture, at discovery-motion cost and without merits safeguards, of a judicial finding that the employee's protected disclosures were wrongful — to be deployed against her at summary judgment, before this Board, and before the Office of Appeals.

N. ***Southern Steamship*** **and the Collateral Bars**

62. Apple's citation of *Southern Steamship* — for the proposition that "the NLRB

cannot simply override other federal statutes, like the discovery process statutes here" — inverts the case. *Southern Steamship* addressed a collision between the Act and a congressional command (the criminal prohibition of mutiny at sea). A private party's disputed designation under a stipulated case-management order is not a congressional command; the Federal Rules are procedural and, where conduct is actually protected by Section 7, must yield under *Garmon* and *Kaiser Steel Corp. v. Mullins*, 455 U.S. 72, 86 (1982) (federal law preempts private contractual restrictions on protected activity).

63. The Board need not resolve the collateral bars to note that they corroborate the illegal-objective analysis: the Norris-LaGuardia Act withdraws federal-court jurisdiction to enjoin conduct growing out of a labor dispute, 29 U.S.C. §§ 101–115; see *Spring Creek Rehabilitation & Nursing Center LLC v. NLRB*, No. 24-3043 (3d Cir. 2025); *Miller Plastic Products, Inc. v. NLRB*, No. 23-2689 (3d Cir. 2025), and enforcement of the pre-petition IPA against a Chapter 7 debtor implicates the automatic stay, orders in violation of which are void, *Kalb v. Feuerstein*, 308 U.S. 433 (1940). These questions belong to other tribunals; the point here is narrower — every path Apple chose ran through relief that federal labor law forbids.

IX. POST-JUDGMENT ADMINISTRATION AND ENGINEERED UNREVIEWABILITY (JULY–AUGUST 2026)

64. The July and August 2026 record shows the mechanism in its mature form: the employer as sole administrator of a speech-suppression regime that, on the employer's own account, no tribunal may examine. After Dkt. 398 ordered the parties to meet and confer on limited redactions, the Charging Party — not Apple — initiated the process on July 22 and followed up on July 27 and August 3. Apple's first substantive response came August 7; its proposed redactions arrived August 21, thirty-six days after the order, served the same day Apple filed its response to the Charging Party's request for clarification (Dkt. 406). Throughout, nearly one thousand pages — the employee's merits briefing, her sanctions motion, and a request for judicial notice comprised entirely of public government records — remained sealed in full.

65. Dkt. 406 states the end-state rules expressly. Apple refuses to provide "the factual and legal basis for each" redaction, characterizing any such requirement as an attempt to "relitigate" final orders; it invokes *Stein v. Wood*, 127 F.3d 1187 (9th Cir. 1997), to confine the district court to "status quo" supervision while the appeals pend; and — in its August 7

correspondence — it "reserves its right to object" to the Ninth Circuit reviewing the confidentiality orders under the first notice of appeal. Assembled, Apple's position is: the district court is divested; the court of appeals' jurisdiction is contested; per-designation justification is forbidden as relitigation; and Apple alone determines, page by page, which of the employee's words fall within the court's two categories.

66. The work rule has reached its final form: **only the employer decides what is secret, and no tribunal may ask why.** That is the precise substance the April 2025 settlement prohibited, now administered with contempt power, and it is the *BE&K* process injury in its purest expression — the burdens of the process itself, extended indefinitely, doing the work no lawful rule could do.

67. These are continuing violations. Each act of administration — each designation applied, each redaction imposed without stated basis, each assertion that Board-related filings remain suppressed — is a fresh act of enforcement of unlawful rules within Section 10(b)'s six-month period, whatever the age of the underlying orders. The Charging Party considered filing an additional charge on Apple's August 21 filing and instead presents it here as the capstone of the pattern the existing ten charges allege.

X. CONCRETE HARM TO EMPLOYEES

68. Under *Thryv, Inc.*, 372 NLRB No. 22 (2022), the Board remedies all direct or foreseeable pecuniary harms flowing from unfair labor practices. The harms here are documented and ongoing.

69. ***Erased and chilled speech.*** Published posts about the labor dispute — with approximately 37,600, 166,500, and 59,500 views — are subject to a standing federal deletion mandate, together with "all other publications and republications of that same material." The seal covers the NLRB charges, the charge cover letters, and the settlement agreement itself — undoing the Board's own publicity remedy, whose entire function is that employees see it.

70. Coworkers in parallel litigation against Apple, whom the Charging Party testified she informed so they could "have each other's backs," are cut off from the information the Act entitles them to share. The February 20 record states the workforce-wide message in the employee's own words: "If I was to delete those tweets … all my co-workers watching, what that says is don't talk about your work conditions, don't complain about Apple, or they'll drag you in front of a judge who will make you delete your already published speech … So just shut

your mouth and stop organizing." Under *Grand Sierra* and *Schwartz*, observing employees reasonably conclude they too face reprisal; the chill is the point and the injury.

71. ***Pecuniary and process harms.*** The Charging Party — pro se, insolvent, homeless, and a Chapter 7 debtor — has borne the cost of opposing enforcement of a rescinded agreement across three forums against five-plus law firms: oppositions to serial motions on shortened time, bankruptcy-forum defense against sanctions threats, and the diversion of roughly two weeks of a court-extended briefing window in the environmental citizen suit — itself protected concerted activity — to defending against retaliation for filing Board charges. *Diamond Walnut Growers, Inc. v. NLRB*, 53 F.3d 1085 (9th Cir. 1995) (resource drain from retaliatory litigation impacts employees' Section 7 exercise). These are precisely the harms *Pain Relief Centers* remedied with orders to withdraw preempted claims and reimburse legal expenses.

72. ***The personal toll.*** The record itself documents the human cost: the court-filed meet-and-confer correspondence discloses that in July 2026, while under the de-publication mandate and awaiting Apple's compliance, the Charging Party was involuntarily hospitalized for several days under California Welfare & Institutions Code § 5150, without access to her files or the docket, and asked Apple not to exploit the circumstance (Dkt. 402, Ex. A).

73. Apple's response was a jurisdictional reservation and a 36-day redaction timeline. The Board need draw no clinical conclusions to recognize what five years of escalating enforcement pressure, financial ruin, and compelled silence foreseeably do to a worker — and what the spectacle teaches every other worker watching.

74. ***The remedy gap.*** Article III will not test the gag on the merits until, at the earliest, briefing that begins November 6, 2026 — nearly a year after the deposition designation issued — and Apple contests appellate jurisdiction even then. Every month of that interval is a month the unlawful rules operate on the entire workforce. That gap is why Section 10(j) exists, and why the settlement's default provision — which requires no new trial — is the remedy fitted to this record.

XI. ANTICIPATED DEFENSES AND RESPONSES

75. **"*A federal court agreed with us.*"** the court applied Rule 26(c), not the Act; *Garmon* reserves the labor question to the Board; the illegal-objective exception operates regardless of outcome; and the ruling was categorical, entered on a record from which the

employee's merits opposition had been sealed and procedurally excluded. The orders are the mechanism's output, not its validation.

76. ***"This is protected petitioning."*** *Bill Johnson's* fn. 5 and *Countrywide/Anheuser-Busch* strip protection from motions with illegal objectives; *Loehmann's Plaza* condemns continued prosecution after the Board has acted; *BE&K* condemns the subjectively non-genuine use of process — established here by Apple's own concessions of irrelevance, its refusal of the redaction compromise that served every legitimate end, and its counsel's statement of purpose.

77. ***"She should have used the Protective Order's challenge process."*** She did — on the record December 16, in writing February 4–6, and by itemized spreadsheet February 18 — while Apple missed its own auto-waiver deadlines, sent unsigned designations to the court reporter rather than the party, refused seven meet-and-confer attempts, and was denied enforcement (Dkt. 326) for that refusal. In any event, an employer may not channel-restrict NLRA-protected complaints into the very mechanism being challenged, and Apple's own position that validity is "beside the point" concedes the process was never meant to test the restrictions.

78. ***"She is not an employee."*** Section 2(3), *Briggs*, *Eastex*, and *Grand Sierra* foreclose the argument; the settlement itself treats her as a protected charging party; and the assertion was deployed in the act of retracting an unlawful ban — evidence, not defense.

79. ***"The Board's standards are in flux."*** *Stericycle* and *McLaren Macomb* are binding Board law; no quorum exists to displace them; ALJs continue to apply them; and this statement rests on no rescinded guidance. The Region should also note, with restraint but on the record, the representation history documented in the charges: the termination allegations were dismissed without explanation by a General Counsel who had previously served as Apple's defense counsel in these matters (that dismissal pends before the Office of Appeals), and Apple's Board counsel — copied on the correspondence throughout and asked directly to intervene — never responded. Those facts bear on the integrity of Board processes that the Act charges this Agency to protect "to its outermost limits." *Newland Knitting Mills*, 165 NLRB at 795.

XII. REQUESTED ACTION AND REMEDIES

80. The Charging Party respectfully requests that the Regional Director:

81. **Invoke the settlement's default provision.** Issue the fourteen-day notice of non-

compliance under the Performance provision of the April 2025 settlement (Case 32-CA-284428); upon failure to cure, reissue the October 3, 2024 complaint, with Apple's answer deemed withdrawn and all allegations deemed admitted; move for default judgment and a full remedial order; and seek ex parte entry of a court of appeals judgment as the settlement provides.

82. **Issue complaint on the ten captioned charges,** consolidated for hearing, encompassing the unlawful work rules, the threats and interrogation, the property ban, the retaliatory litigation conduct across all three forums, and the continuing post-judgment administration.

83. **Seek interim relief under Section 10(j)** restraining Apple from enforcing or administering the confidentiality designations, de-publication demands, and sealing positions against the Charging Party's Section 7 activity or participation in Board processes, and preserving her ability to provide evidence to, and communicate with, the Region, pending final Board adjudication.

84. **Order Pain Relief Centers relief:** direction to withdraw or cease prosecuting every litigation position whose objective is preempted or unlawful under the Act — including enforcement of the IPA and of designations covering terms and conditions of employment, the sealing of NLRB charges and the settlement, and sanctions positions premised on charge-filing — and reimbursement of all legal expenses and direct or foreseeable pecuniary harms under *Thryv*, including the costs of opposing the enforcement campaign in the district court and the bankruptcy court.

85. **Order rescission and notification:** rescission of all designations, demands, and litigation positions to the extent they restrict Section 7 activity; written notice to the Charging Party, to the district court, and to the Ninth Circuit that the designations and related orders were procured and enforced in violation of the Act and of the settlement; and an express advisement to employees that they may publicly discuss working conditions, workplace studies, and Board proceedings.

86. **Order traditional and enhanced notice remedies,** including nationwide posting and reading of an appropriate notice, given that the settlement notice itself has been placed under seal by the employer's motion.

87. **Coordinate and preserve:** coordinate with the Office of Appeals regarding the pending termination-case determination so that no court characterization procured through the

conduct described herein is credited against the Charging Party; and direct preservation of all correspondence, designation records, and drafts across Orrick, Morrison Foerster, Pillsbury, and Morgan Lewis relating to the conduct charged.

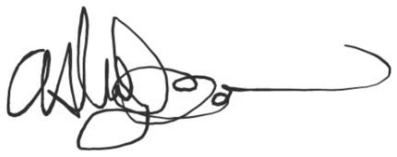
XIII. CONCLUSION

88. If this mechanism stands, every Board settlement is optional. An employer need only obtain a protective order in any litigation with any employee, designate the employee's testimony about her working conditions as confidential, treat her Board charges as violations, seal the charges and the settlement, obtain a deletion mandate, and then administer the regime from behind an appellate divestiture — and the substance the Board ordered rescinded returns, backed this time by contempt.

89. The ten charges document that mechanism from first designation to final administration, almost entirely out of the employer's own mouth: its sworn declarations, its counsel's emails, its motions, and its concessions on the record. The Board has "the authority to protect employees who participate in its processes and an affirmative duty to exercise that authority to its outermost limits." *Newland Knitting Mills*, 165 NLRB at 795. The Charging Party respectfully requests that the Region exercise it — beginning with the settlement's own default provision, which Apple wrote its signature under and has been violating ever since.

90. Additional evidence and argument will be provided during the investigation. The Charging Party is available to meet with the assigned Board agents at any time.

Respectfully submitted,



By_____
/s/ Ashley M. Gjovik, J.D.
Pro Se Charging Party
Dated: August 25 2026
Alviso, City of San José, California
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(415) 964-6272

XIV. CERTIFCATE OF SERVICE

On August 25 2026, this position statement was e-filed via www.nlrb.gov.

XV. APPENDIX A — CONSOLIDATED CHRONOLOGY

Date	Event
Mar. 25 / Apr. 2025	National settlement executed and approved in Case 32-CA-284428: Apple agrees to rescind and cease enforcing overbroad confidentiality provisions covering terms and conditions of employment; self-executing default provision included.
Jul. 7, 2025	Stipulated Protective Order entered in *Gjovik v. Apple Inc.,* No. 3:23-cv-04597-EMC (N.D. Cal.) (Dkt. 235), over the Charging Party's documented objections, motion to quash, Ninth Circuit filings, and NLRB charge.
Dec. 16, 2025	Deposition of the Charging Party. Blanket designation of pp. 66–305 (approx. 72% of the transcript) imposed at the moment the Charging Party invoked the NLRB settlement.
Jan. 7 / Jan. 28, 2026	Transcript delivered; 21-day auto-waiver period under PO § 6.3 expires with no motion to retain filed.
Feb. 4, 2026	Unsigned, undated "narrowed" designations emailed to the court reporter, not served on the Charging Party; Charging Party objects same day and warns an NLRB charge will follow.
Feb. 16–17, 2026	Charge 32-CA-381277 filed and served.
Feb. 18, 2026	10:26 a.m.: Riechert "URGENT" deletion demand. 1:07 p.m.: Charging Party serves itemized designation challenges. 4:22 p.m.: off-docket email to court staff seeking an "urgent conference." Charges 32-CA-381430 and -381499 filed.
Feb. 19–20, 2026	Court requires Apple to file on the docket (Dkt. 280, incl. fn. 2 IPA admissions). Feb. 20 telephonic conference: informal oral directive to delete posts; Riechert states "the fact that Apple was conducting these studies is what is confidential" and, later, "you can talk about anything you want." Same day: Morrison Foerster global property ban.
Feb. 22–23, 2026	Charge 32-CA-381754 filed; Morrison Foerster walks the ban back to a single address one day later.
Feb. 25–26, 2026	Second auto-waiver period expires Feb. 25. Feb. 26: Apple files motions to enforce, seal, and shorten time after refusing seven meet-and-confer attempts that day; Pillsbury threatens Rule 9011/§ 1927 sanctions; Charge 32-CA-381967 filed.
Feb. 28–Mar. 2, 2026	Apple files the Charging Party's public content under seal and advises the sealed versions "cannot be disclosed"; Charging Party identifies the sealing trap in writing; Apple cites Epic Systems.
Mar. 4, 2026	Apple's designation response: every non-sexual study description de-designated; retained designations consist of the employee's complaints about reproductive- and sex-related study demands, plus the letter "N."
Mar. 6–9, 2026	Apple's bankruptcy Opposition (ECF 62) seeks vexatious-litigant finding and pre-filing review, listing the NLRB charges at fn. 6; Charge 32-CA-382501 filed.
Mar. 11–12, 2026	Apple files Dkt. 304 (retain designations) and Dkt. 305 (seal the employee's filings), supported by the DiVincent declaration; Charge 32-CA-382742 filed.
Mar. 26, 2026	Pillsbury serves Rule 9011 safe-harbor letter with 25-page draft sanctions motion,

Date	Event
	seven days before the April 2 hearing; Charge 32-CA-383738 filed.
Mar. 30–31, 2026	Dkt. 326: Apple's motion to enforce DENIED for failure to meet and confer. Sua sponte directives issue: de-publication, prospective gag, sealing. 7:08 p.m. Mar. 31: Riechert email demands written confirmation of compliance; Charge 32-CA-384065 filed.
Apr. 1–2, 2026	Bankruptcy court declines pre-filing restrictions and notes Apple never filed under Rule 9011. Labor rally and press conference at the San Francisco federal courthouse protesting the speech restrictions.
Apr. 2–6, 2026	Perry emails: the Charging Party "cannot publicly file or post material from the NLRB charge-filing process"; Southern Steamship cited for the proposition that the NLRA yields to Apple's designations. Apr. 6: Dkt. 340 motion to seal seventeen entire docket entries, including the NLRB charges and the settlement agreement; Charge 32-CA-384770 filed.
Apr. 16, 2026	Dkt. 355: provisional sealing granted "until such time as the Court rules on Apple's Motion to Retain Confidentiality."
Jun. 24–29, 2026	Final judgment for Apple (Dkt. 390). Dkt. 394 grants sealing of Apple's retention papers. Dkt. 396 grants the motion to retain on a categorical, two-bucket analysis, continues seventeen entries under seal, and orders the Charging Party to "de-publish all material that is the subject of this order, as well as all other publications and republications of that same material."
Jul. 13–16, 2026	Rule 72(a) objections (Dkt. 397) denied (Dkt. 398); the district judge "now orders Ms. Gjovik to comply with Judge Westmore's order" and directs meet-and-confer on limited redactions.
Jul. 22–Aug. 7, 2026	Notice of appeal from the judgment (Dkt. 399; Ninth Cir. No. 26-4716). Charging Party initiates the court-ordered meet-and-confer July 22 and follows up July 27 and Aug. 3; Apple's first substantive response arrives Aug. 7 and reserves objections to appellate review of the confidentiality orders.
Aug. 12–21, 2026	Request for clarification (Dkt. 402). Protective notice of appeal (Dkt. 403); Ninth Cir. No. 26-5331 docketed Aug. 18 (Dkt. 405). Aug. 21: Apple serves proposed redactions — 36 days after Dkt. 398 — the same day it files Dkt. 406 refusing to provide the factual and legal basis for any redaction and asserting the orders may not be revisited in any forum.
Nov. 6, 2026	Opening brief due in Ninth Cir. No. 26-5331 — nearly eleven months after the deposition gag issued.

XVI. APPENDIX B — PRINCIPAL RECORD DOCUMENTS INCORPORATED BY REFERENCE

–Cover letters and charge forms for Cases 32-CA-381277, -381430, -381499, -381754, -381967, -382501, -382742, -383738, -384065, and -384770, with exhibits.

–April 2025 National Settlement Agreement, Case 32-CA-284428 (executed March 25, 2025), including notice provisions and Performance clause.

–Gjovik v. Apple Inc., No. 3:23-cv-04597-EMC (N.D. Cal.): Dkt. 235 (Stipulated Protective Order); Dkt. 280 (letter, incl. fn. 2); Dkt. 294 (motion to enforce); Dkt. 304, 304-1, 305 (motions to retain and seal; DiVincent declaration); Dkt. 326 (order denying motion to enforce); Dkt. 340 (motion to seal seventeen entries); Dkt. 355 (provisional sealing); Dkt. 390 (judgment); Dkt. 394 (sealing order); Dkt. 396 (order granting retention; de-publication mandate); Dkt. 397–398 (Rule 72 objections and order); Dkt. 399, 402, 403, 405, 406 (notices of appeal; request for clarification with Exhibit A correspondence; Ninth Circuit docketing notice; Apple response).

–Ninth Circuit Nos. 26-4716 and 26-5331 (time schedule order: opening brief due November 6, 2026).

–In re Gjovik, No. 25-11496-CJP (Bankr. D. Mass.): ECF 58 (sanctions motion); ECF 62 (Apple Opposition); March 26, 2026 Rule 9011 safe-harbor letter and draft motion; ECF 68 (April 1, 2026 order).

–Counsel correspondence: Riechert emails of February 18 and March 31, 2026; Mantoan designation email of February 4, 2026; Apple designation-response letter of March 4, 2026; Perry emails of April 2 and April 6, 2026; Morrison Foerster letters of February 20 and 23, 2026; Pillsbury correspondence of February 26–27 and March 26–27, 2026; meet-and-confer correspondence of July 22–August 21, 2026 (Dkt. 402, Ex. A).

–Deposition of Ashley M. Gjovik, December 16, 2025 (cited excerpts, including pp. 50–51, 61–67, 141–142, 164–170, 236–238, 261–263, 292–305, 343–344).