

UNITED STATES OF AMERICA
BEFORE THE NATIONAL LABOR RELATIONS BOARD
DIVISION OF JUDGES

REYNOLDS CLINIC, LLC

and

Case No. 08-CA-305148

KAELAR SPIRES,
An Individual

Judd E. Cohen, Esq., for the General Counsel.
Robert J. Bahret, Esq., (*Rohrbacher Trimble & Zimmerman, LPA, Toledo, Ohio*) for Respondent.
Kera L. Paoff, Esq., (*Paoff & Robinson, LLC, Toledo, Ohio*) for the Charging Party.

Decision

Arthur J. Amchan, Administrative Law Judge.

STATEMENT OF THE CASE

Kaelar Spires filed an unfair labor practice charge against Reynolds Clinic on October 11, 2022. The General Counsel issued a complaint on March 14, 2025. The General Counsel alleges that Respondent violated Section 8(a)(1) of the Act in discharging the Charging Party Kaelar Spires on August 5, 2022. For the reasons stated herein, I dismiss the complaint.

A trial was conducted in this matter on September 3, 2025 in Cleveland, Ohio. Counsel for the General Counsel, and the Respondent filed post-trial briefs, which I have read and considered.

I hereby make the following findings, conclusions of law, and recommendations.

JURISDICTION

Respondent operates a medical clinic in Toledo, Ohio. Annually, it derives gross revenues in excess of \$1,000,000. Also, it annually purchases and receives at its Toledo facility goods and materials valued in excess of \$5,000 directly from points outside of Ohio.

At all material times, Reynolds Clinic has been an employer engaged in commerce within the meaning of Section 2(2), (6), and (7) of the Act. Based on the foregoing, I find that this

dispute affects commerce and that the Board has jurisdiction of this case, pursuant to Section 10(a) of the Act.

STATEMENT OF FACTS

Respondent is a clinic in Toledo, Ohio specializing in treating addiction. Dr. Munir Ahmad is the sole owner of the clinic. During the period relevant to this case, 2 other physicians worked at the Clinic, Dr. Mohammed Adas and Dr. Carmella Gillespie. Respondent also employed several medical assistants/receptionists and an office manager, Sara Walsh.

Charging Party Kaelar Spires worked for Respondent from January 4, 2021 until August 5, 2022 as a receptionist/medical assistant. Dr. Ahmad terminated her employment on August 5, during a meeting in his office. He told her that she was being terminated because of something Spires had said to another employee, Stacy F, who had been hired recently, Tr. 127. Stacy F is related to Dr. Adas through marriage.¹ According to Spires, earlier on August 5 she told Stacy F, that if she had an issue with Spires, the two employees could fix it instead of going to somebody else and complaining.

Dr. Ahmad testified that he terminated Spires for more than that one comment, but that the August 5 comment to Stacy F was the “straw that broke the camel’s back,” Tr. 33-34. He testified that it was reported to him that Ms. Spires had told Stacy F that she did not belong or fit at Respondent and should look for another job.² Another incident Dr. Ahmad relied upon was the departure of employee Ashley J, who he believed quit suddenly after hearing Ms. Spires say that she did most of the work at the reception desk.

On October 27, 2022, Dr. Ahmad provided the following statement to the NLRB Regional Office.

Ultimately Ms. Spires was terminated for a comment made to another staff member, along with a history of complaints made by our patients and being contentious with one of our doctors.

G.C. Exh. 4.

In Answering Interrogatories in Ms. Spires’ civil suit, Respondent stated:

The decision to terminate Plaintiff’s employment was made by Dr. Munir Ahmad on or about August 5, 2022. Dr. Ahmad felt he could no longer ignore the toxic environment created by Plaintiff’s attitude and behavior. The cumulation of patient and staff complaints was no longer able to be ignored, and Plaintiff made no attempts to correct or improve her attitude.

¹ Office Manager Walsh is Dr. Gillespie’s daughter.

² The General Counsel contends that Spires’ account of what she said to Stacy F should be credited. I find it does not matter. Dr Ahmad testified that he fired Spires for whatever she said to Stacy F on August 5. The only thing that is relevant to this case is whether Respondent terminated Spires due to the group letter, which I find is the only protected concerted activity in which she engaged. Respondent terminated Stacy F a few months after it terminated Ms. Spires.

A few days prior to Plaintiff's termination, Dr. Ahmad received a complaint from another employee, Stacy F..., that Plaintiff had been bullying her and suggesting that she did not belong and should look for a new job. At that time, Dr. Ahmad reassured Stacy that she was doing fine. Dr. Ahmad spoke with the Plaintiff and she denied any such behavior. On or about August 5, 2022, Stacy returned to Dr. Ahmad to inform him that Plaintiff's bullying behavior continued. At that time, Dr. Ahmad took the Plaintiff into a private meeting where he informed her that she was being let go and would receive severance pay.

G.C. Exh. 5. Answer to Interrogatory No. 14.

Respondent's position statement submitted to the NLRB in this case states:

The Reynolds Clinic did not violate Section 8(a)(1) of the Act by terminating Kaelar Spires in retaliation for any protected concerted activities. We respectfully put forth that Ms. Kaelar Spires was not terminated from employment for participating in any sort of protected activities, but rather for a history of patient and fellow staff complaints, as well as being contentious with the physician Dr. Adas, by threatening to sue him after he raised issues with her work performance. We also attest that we took many actions to attempt to allow Ms. Spires to keep her job, and despite all of the issues she caused our business, ended her employment in a professional and mutually respectful manner.

G.C. Exh. 11.

Sometime in May or June 2022, Dr. Adas became very upset with several of Respondent's employees. They complained to Dr. Ahmad. He suggested they write a letter. 4 employees, including Kaelar Spires, collectively wrote and then signed the following letter and gave it to Dr. Ahmad. A very similar unsigned version, G.C. Exh. 12, was dropped off in Dr. Adas's office. Office Manager Sara Walsh also signed the letter.

Dear Dr. Ahmad

We as a team are coming to you because we have some concerns with how we are treated at work, and how we are feeling. I am hoping coming to you will show you that we don't want to lose our jobs but things with Dr. Adas has to change. We all have families, bills and responsibilities and are struggling we don't want to have to worry about if today will be the day we come into work and get fired and won't be able to provide for our families please take what we are saying into consideration because we really respect you Dr. Ahmad and we enjoy working with you.

G.C. Exh. 2.³

³ Neither letter is dated. I credit Sara Walsh's testimony that they were signed and delivered in May or June between the time that Ashley J quit her employment with Respondent and the date upon which Stacy F began working for Respondent. Walsh's testimony is based on the fact that neither Ashley J nor Stacy F signed the letters.

Analysis

Section 8(a)(1) of the National Labor Relations Act provides that it is an unfair labor practice to interfere with, restrain or coerce employees in the exercise of the rights guaranteed in Section 7. Discharging or otherwise discriminating against employees because they engaged in activity protected by Section 7 is a violation of Section 8(a)(1).

Section 7 provides that, "employees shall have the right to self-organization, to form, join, or assist labor organizations, to bargain collectively through representatives of their own choosing, *and to engage in other concerted activities for the purpose of collective bargaining or other mutual aid or protection ...* (Emphasis added)."

In *Myers Industries (Myers I)*, 268 NLRB 493 (1984), and in *Myers Industries (Myers II)* 281 NLRB 882 (1986), the Board held that "concerted activities" protected by Section 7 are those "engaged in with or on the authority of other employees, and not solely by and on behalf of the employee himself." However, the activities of a single employee in enlisting the support of fellow employees in mutual aid and protection are as much concerted activity as are ordinary group activities.

To establish an 8(a)(1) violation based on an adverse employment action where the motive for the action is disputed, the General Counsel has the initial burden of showing that protected activity was a motivating factor for the action, *Wright Line*, 251 NLRB 1083 (1980). The General Counsel satisfies that burden by proving the existence of protected activity, the employer's knowledge of the activity, and animus against the activity that is sufficient to create an inference that the employee's protected activity was a motivating factor in his or her discharge or other discriminatory action. If the General Counsel meets this burden, the burden shifts to the employer to demonstrate that the same action would have taken place even in the absence of the protected conduct.⁴

Kaelar Spires' comments to Stacy F were neither protected nor concerted. However, she engaged in protected concerted activity by helping to compose, and signing the May/June letters to Dr. Ahmad and Dr. Adas complaining about the way Dr. Adas treated employees. Respondent was aware that Spires signed the letters. I credit Spires' testimony that Dr. Adas appeared to be upset after the letter was delivered to him.

There is no evidence that Dr. Ahmad bore animus towards the signatories of the letter. Dr. Ahmad did not mention Spires' relationship with Dr. Adas when terminating Spires. However, his written statements establish that this was a factor he considered. On the other hand, the friction between Spires and Dr. Adas extended beyond the May/June letter. I find the evidence is insufficient to draw an inference that Spires' role in signing the letters to Dr. Ahmad and Dr. Adas were motivating factors in her discharge. There is no evidence that any of the

⁴ In cases in which the employer's motive for allegedly discriminatory discipline is at issue, the *Wright Line* test applies regardless of whether the employee was engaged in union activity or other protected concerted activity, *Hoodview Vending Co.*, 362 NLRB 690 (2015); 359 NLRB 355 (2012).

other signatories suffered an adverse action. Moreover, the letter was signed and delivered 2-3 months before Spires' discharge. Further, it was written at Dr. Ahmad's suggestion.

Individual action is concerted where the evidence supports a finding that the concerns expressed by the individual are logical outgrowth of concerns expressed by the group, *Mike Yurosek & Son, Inc.* 306 NLRB 1037, 1038-39 (1992). However, in this case there is no evidence as to whether any contentious interaction between Kaelar Spires and Dr. Adas postdated the May/June letters to Dr. Ahmad and Dr. Adas. They apparently had a confrontation in April 2022 in which Spires threatened to sue Dr. Adas. There is no evidence that any of this interaction was related to the concerns of other employees. There is no evidence that the concerns of any other employees about Dr. Adas were brought to Respondent's attention after the May/June letter.

Dr. Ahmad admitted that Spires' relationship with Dr. Adas was a factor in her discharge. However, the friction between Spires and Dr. Adas involved much more than the May/June letters. There is insufficient evidence to tie her discharge to those letters, which constituted the only protected conduct in which she engaged. Thus, I find that the General Counsel has not made an initial showing that Spires' discharge was related to her protected concerted activity.

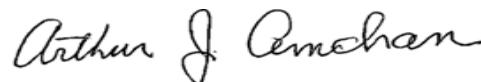
CONCLUSION OF LAW

The Respondent did not violate Section 8(a)(1) of the Act as alleged in the complaint.⁵

ORDER

The complaint is dismissed.

Dated, Washington, D.C. December 9, 2025



Arthur J. Amchan
Administrative Law Judge

⁵ If no timely exceptions are filed as provided by Sec. 102.46 of the Board's Rules and Regulations, the findings, conclusions, and recommended Order shall, as provided in Sec. 102.48 of the Rules, be adopted by the Board and all objections to them shall be deemed waived for all purposes.