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

MOTOROLA SOLUTIONS, INC.

and Cases 27–CA–330814

ELISA L. SHELEY, An Individual

Olivia Lettenberger, Esq. and *Julia M. Thompson, Esq.*
for the General Counsel.

Harrison C. Kuntz, Esq., (Seyfarth Shaw, LLP) of Chicago, Illinois and *Justine R. Dial, Esq. (Motorola Solutions, Inc.)* of Schaumburg, Illinois, for the Respondent.

DECISION

CHARLES J. MUHL, Administrative Law Judge. The General Counsel's complaint in this case principally alleges that Respondent Motorola Solutions Incorporated violated Section 8(a)(1) of the National Labor Relations Act (NLRA) by discharging employee Elisa Sheley for her protected concerted activity. The specific activity alleged are conversations between Sheley and other employees concerning their wages, as well as the higher salary that, in their view, a coworker was undeservedly earning. After learning of one of the conversations where Sheley disclosed the higher salary of that employee, the Respondent questioned Sheley and other employees. The lone question asked of each one was if they knew anything about the sharing of potential pay information of another employee. Sheley twice lied in response to the question and said no. Shortly thereafter, the Respondent discharged Sheley, solely for lying during the investigation. The Respondent argues Sheley's discharge did not violate Section 8(a)(1). It asserts that Sheley did not engage in protected concerted activity. The Respondent also claims that, in the past, it consistently applied its lawful rule prohibiting lying during an investigation to discharge five employees who had done so.

The right of employees to discuss their wages and terms and conditions of employment with each other is a core substantive right protected by the NLRA. *Triana Industries, Inc.*, 245 NLRB 1258, 1258 (1979) (explaining that the NLRA "encompasses the right of employees to ascertain what wage rates are paid by their employer" because "wages are a vital term and condition of employment"); *Eastex, Inc. v. NLRB*, 437 U.S. 556, 569, 98 S.Ct. 2505, 57 L.Ed.2d 428 (1978) ("Few topics are of such immediate concern to employees as the level of their wages.").

Under long-standing Board precedent, I conclude that Sheley engaged in protected activity that was either concerted or inherently concerted during her conversations with coworkers concerning wages. Thereafter, the Respondent's supervisors interrogated Sheley about that protected activity and also told her that she could not discuss other employees' wages. Both statements violate Section 8(a)(1). Moreover, because the Respondent unlawfully questioned Sheley about her protected conduct, she was under no obligation to respond truthfully, or at all, to the questioning. Finally, an employer may not discharge an employee for lying in response to a question probing their protected conduct. Thus, the Respondent's discharge of Sheley was unlawful.

On August 26, 2025, I heard this case in Denver, Colorado. All parties were given the opportunity to examine witnesses and present evidence. On September 30, 2025, the General Counsel and the Respondent filed post hearing briefs, which I have read and carefully considered. On the entire record, I make the following findings of fact and conclusions of law.[1]

FINDINGS OF FACT[2]

ALLEGED UNFAIR LABOR PRACTICES

[1] On April 24, 2025, the General Counsel, through the Regional Director for Region 27 of the National Labor Relations Board (the Board), issued a consolidated complaint and notice of hearing against Respondent Motorola Solutions, Inc. in Case 27–CA–330814. The complaint was premised upon an unfair labor practice charge filed by Elisa L. Sheley on Novembers 28, 2023. On December 14, 2023, Sheley filed a first amended charge against the Respondent and, on October 22, 2024, Sheley filed a second amended charge. On May 1, 2025, the Respondent filed a timely answer to the complaint, denying the substantive allegations and asserting numerous affirmative defenses.

In its answer, the Respondent admitted, and I so find, that it is an employer within the meaning of Sec. 2(2), (6), and (7) of the Act.

[2] In order to aid review, I have included citations to the record in my findings of fact. The citations are not necessarily exclusive or exhaustive. My findings of fact are based upon consideration of the entire record. Any testimony in conflict with my findings has been discredited. In assessing witnesses' credibility, I relied upon witness demeanor; the context of the testimony; the quality of the recollections; testimonial consistency; the presence or absence of corroboration; the weight of the respective evidence; established or admitted facts; inherent probabilities; and reasonable inferences that may be drawn from the record as a whole. See *Double D Construction Group*, 339 NLRB 303, 305 (2003); *Daikichi Sushi*, 335 NLRB 622, 623 (2001), citing *Shen Automotive Dealership Group*, 321 NLRB 586, 589 (1996), enfd. sub nom. 56 Fed.Appx. 516 (D.C. Cir. 2003). My specific credibility determinations are detailed in the findings of fact.

I. BACKGROUND

The Respondent is engaged in the business of selling, installing, and repairing security systems used by customers operating retail businesses to prevent monetary losses. One of its physical locations is in Westminster, Colorado. However, the supervisors and employees in this case work from home at various locations throughout the United States. Charging Party Elisa Sheley was employed by the Respondent and its predecessor (which Respondent purchased) since 2017. She worked on a team of employees who provided assistance to the Respondent's technicians when they were onsite with a customer performing an installation or providing technical support. In October and November 2023, Shane Norris, a manager of implementation services, was Sheley's direct supervisor. Tad Johnson, the senior manager in solution, delivery, and project management,[3] supervised Norris. Finally, the other team members who reported to Norris were Ashley Nicols, Robert Rivera, Shannon Wimer, Gaelon Tinder, Pam Devendorf, and two individuals in Krakow, Poland.

The Respondent maintains a number of policies that regulate and/or protect the conduct of employees. Its "Pay Transparency Policy" states in relevant part:

> Motorola Solutions will not discharge or in any other manner discriminate against employees or applicants because they have inquired about, discussed, or disclosed their own pay or the pay of another employee or applicant.

The Respondent also maintains a progressive discipline policy with three classes of infractions. A class two infraction may, standing alone, be grounds for termination of employment or unpaid leave of absence. One example of a class two infraction is the failure to provide information or otherwise fully cooperate in any internal investigation that has resulted or is likely to result in significant negative impact to employees, customers, contractors, or the Company, its assets, reputation, or business operations. A class three infraction normally results in immediate termination. One example of a class three infraction is providing untruthful information during any Company investigation. Sheley signed a form acknowledging her receipt of these policies prior to her termination. The policies likewise are maintained on the Respondent's intranet site.[4]

II. SHELEY'S COMMUNICATIONS WITH OTHER EMPLOYEES CONCERNING THEIR WAGES

Because supervisors and employees on Sheley's team work from home, the Respondent utilizes a chat messaging and/or video conferencing service to communicate with one another.

[3] Nicols' name appears as "Nichols" on multiple occasions in the transcript. I hereby correct the record and replace them with "Nicols."

[4] R. Exhs. 2–5; Tr. 152–156. The General Counsel does not allege that the Respondent's policy prohibiting lying during an investigation is unlawful.

Supervisors also did not have access to a chat message between employees unless they were a recipient or sender of the message.[5]

In October 2023[6], the Respondent began sending employees a "Peakon Employee Voice" survey on a weekly basis that gave employees the opportunity to lodge any workplace complaints or concerns they had. All responses to the survey were anonymous and supervisors could not identify employees who made them. On two occasions, Sheley submitted her complaints about pay.[7]

On October 17, Sheley and fellow team member Gaelon Tinder exchanged text messages on their private cell phones. Sheley asked Tinder if he had completed the Peakon survey from the Respondent. After Tinder replied yes, Sheley texted that she forgot to mention in her survey response that the workload did not equal pay and the Respondent was a cheap company. Tinder replied that he listed that same issue quite a bit in his response.[8]

On October 18, the two exchanged chat messages on the Company's service expressing their frustrations with the Respondent. Tinder told Sheley that he thought the most important thing they could do was to strive for fairer pay compensation. Sheley responded that she agreed with that and they needed a raise. She added that the two of them talking about it would not do them any good, but she had emphasized in her Peakon response how they were not getting fair compensation for the amount of work that they had. Tinder told her again that he highlighted repeatedly in his survey response that they were not getting paid well enough.[9]

On October 19, Sheley and Tinder continued their compensation dialogue via the Respondent's chat messaging. Sheley began by saying, if they were going to do the (extra) work, the Company would not be motivated to pay them what they deserved. She added that they would just be doing the extra work for free, like they were doing now. Tinder responded that he was inclined to agree and their pay needed to increase if the Respondent wanted to keep them. Tinder said he was thinking about talking to (direct supervisor) Norris about pay again. Sheley later messaged that something had to give and Tinder responded that he agreed and would have another conversation with Norris about pay increases. Sheley retorted that Tinder should tell Norris about "all this extra shit" (meaning completing work) from fellow team member Ashley Nicols. Finally, Sheley commented that she was not willing to take on the workload of an employee that had been let go unless the Respondent paid her an extra $10,000 per year.[10]

On October 29, Sheley and team member Orion Schalhamer had lunch together. Schalhamer mentioned that senior manager Johnson learned that an employee expressed

[5] None of the meetings between supervisors and employees in this case occurred in person.
[6] All dates hereinafter are in 2023 unless otherwise specified.
[7] Tr. 25.
[8] GC Exh. 6; Tr. 25.
[9] GC Exh. 2.
[10] GC Exhs. 3, 4, and 5.

frustration with compensation in a recent Peakon survey response. Schalhamer also said that Johnson should not have hired team member Rivera, the company did not need him, and Rivera was a waste of a paycheck. Schalhamer added that he was already doing what the Respondent was teaching Rivera to do. Schalhamer concluded by asking Sheley if she even knew how much Rivera was getting paid.[11]

During the morning on October 31, Sheley chat messaged on the Respondent's system with team member Ashley Nicols. She began by asking Nicols "what does (coworker) Robert (Rivera) do? It seems that he is a waste of a company paycheck." After Nicols responded with information about Rivera's job duties, Sheley replied "just think he is paid way too much for the kind of work he does. I am sure we can do that job granted we are fairly compensated." Nicols responded that she did not know what Rivera was paid and had never asked him. Sheley then sent a text message to Nicols on their private cell phones, telling her "A birdy told me he [Rivera] is paid over $70K/yr." Nicols responded "Whoa, that's a lot."[12]

Following that exchange, Nicols conversed with Rivera. She initially asked him if he had disclosed to anyone how much he made. When Rivera responded he had not, Nicols told him about her messages with Sheley and that the team knew how much he made.[13]

III. THE RESPONDENT'S INVESTIGATION INTO A COMPLAINT FROM TEAM MEMBER RIVERA

On the morning of November 1, direct supervisor Johnson received a chat message from Rivera which Rivera sent to him during the afternoon of October 31. Rivera stated that it had been brought to his attention that his pay rate had been disclosed to various team members. He said he believed such information should be treated with the highest level of confidentiality but was not certain. He added that it had made him worried about what other personnel information of his and other team members had been disclosed. He asked to discuss this further with Johnson so Rivera knew what information would normally be disclosed to the team.[14]

Later that same day, Johnson and Rivera spoke via videoconference. Rivera said to Johnson that Nicols had contacted him and told him that his pay had been shared amongst the team members. Johnson asked Rivera where the information came from. Rivera responded that Nicols and Sheley had been discussing it. Rivera expressed a concern that, if his information was shared, other team members' information could have been shared as well. He

[11] Tr. 27–29. Although not explicitly established in the record, its appears Schalhamer also told Sheley that Rivera made over $70,000 annually.

[12] Jt. Exh. 4 and GC Exh. 7. Sheley subsequently deleted from her messages with Nicols the line about Rivera being a waste of a company paycheck and that he was paid too much for the kind of work he does. She retained the statement that she was sure they could do Rivera's job, but deleted the part saying "granted we are fairly compensated." Sheley deleted this text from the messages when, as will be discussed below, the Respondent initiated an investigation into who had shared Rivera's salary to other team members.

[13] Tr. 142–143.

[14] GC Exh. 11.

also said he wanted to know how his information could have been shared. He, likewise, said that he was worried that other personal[15] information of his beyond his wages could have been shared. Johnson said he would look into it and asked Rivera if he knew if anyone else might have information about this. Rivera responded that employee Shannon Wimer and direct supervisor Norris might.[16]

At the time of this conversation, supervisor Johnson was unaware of the Respondent's policy permitting employees to discuss their and other employees' compensation.[17]

Johnson then began an investigation[18] into Rivera's complaint. He interviewed team members Sheley, Nicols, Tinder, and Wimer, as well as direct supervisor Norris. For consistency's sake, Johnson asked each individual the same question: "I am trying to follow up on something that was brought to my attention concerning our SD team concerning the sharing of potential pay information of another team member. Do you know anything about this?"

When he first asked Sheley the question, she responded no. Johnson then told her he was doing due diligence and asked if she was sure she did not know anything about this. Sheley again responded she did not know. Sheley lied to Johnson due to fear of getting in trouble and to protect Schalhamer, the employee who had told her what Rivera was earning.

However, when Johnson asked Nicols the same question, she replied that she did know something about that. Nicols told Johnson that Sheley reached out to her via chat messages and shared with Nicols that Sheley does not know what Rivera does in his role and that he is a waste of a company paycheck. She also told Johnson that she responded to Sheley by telling her what Johnson did and that she did not know everything he does. Johnson asked Nicols if she would be comfortable with sharing the chat messages. Nicols showed him the messages on screen. She later emailed them to him and alerted him that Sheley had removed certain messages contained in the first chat message from the edited version. Johnson concluded the discussion by telling Nicols she was doing the right thing sharing the information with him and he would take it to human resources (HR).[19]

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[15] Rivera utilized the terms "personnel" and "personal" to describe the information of his that was shared with co-workers.

[16] Tr. 58–62.

[17] Tr. 63–64.

[18] During his testimony, Johnson stated several times that he wanted to "gather facts" but resisted the characterization of his conduct as an "investigation." I find "gathering facts" to be synonymous with "investigation."

[19] Tr. 35–36; 66–77 for this paragraph and the two prior paragraphs. Johnson's contemporaneous notes and Nicols' testimony concerning the interviews corroborate his testimony about his conversations with Sheley and Nicols that day. (Tr. 143–144; Jt. Exh. 3; GC Exh. 15.) He submitted the notes to HR that same day. (Tr. 86.)

Team members Tinder and Wimer told Johnson they did not know anything about the sharing of information. (Tr. 80–81.)

Following her conversation with Johnson, Sheley texted Nicols on their private cell phones and told Nicols that Sheley was asked if she knew who was leaking payroll information. Nicols responded that she did not think it was right that anyone was sharing someone's personal information, and she wanted to ensure her personal information was kept confidential. She added that it was serious and no one's personal information should be shared. Nicols encouraged Sheley to tell Johnson everything she knew. Nicols concluded by saying Sheley should not lie for another employee, and this could go to HR. Sheley told Nicols she would appreciate it if Nicols would keep Sheley's name out of it. She added that neither the company nor anyone else was sharing everyone's personal information.[20]

IV. THE RESPONDENT'S NOVEMBER 15, 2023, TERMINATION OF SHELEY

On November 3, Johnson met virtually with Brian Sincora, the Respondent's senior employee relations manager, and Peggy Tometich, an HR representative. Sincora has been employed by the Respondent for 22 years. One of his job duties was to investigate employee misconduct and make determinations as to any disciplinary action that should be taken. The three discussed Rivera's complaint that his salary had been released to other employees and was concerned that other personal information had been released. Johnson told the group that he had conducted interviews with team members and asked them all the same question concerning whether they had knowledge of the sharing of Rivera's salary to other team members. Johnson said Sheley had provided untruthful information on two occasions during their interview, as shown by the chat and text messages that had been obtained. Sincora said he would confer with other members of the HR department, because Sheley's lying during an investigation could result in termination.[21]

Sincora then reviewed Johnson's notes of the investigation and conferred with the Respondent's labor attorney. Sincora made the decision that Sheley should be terminated for providing untruthful information during an investigation. Sincora made the decision with the knowledge that lying during an investigation was a "class 3" terminable offense under the Respondent's progressive discipline policy. He also knew that the Respondent had terminated other individuals for the same infraction.[22]

On November 9, Sincora, Johnson, and Tometich met virtually again. Sincora told them that Sheley was untruthful during an investigation and would be discharged.[23]

On November 15, Sheley met with Sincora, Johnson, and Tometich through video conferencing. Prior to the meeting, Sincora prepared an agenda of topics and assigned Johnson to read certain text in the agenda. After introducing Sincora to Sheley, Johnson read from the agenda. He began with a reminder to Sheley that he had conducted an investigation on

[20] GC Exh. 8. The record is unclear as to whether Nicols received these texts from Sheley before or after Nicols conversed with Johnson.

[21] Tr. 88–90; 159–161; GC Exh. 16.

[22] Tr. 162–163.

[23] Tr. 90.

November 1 concerning whether someone was sharing the salary information of another employee. Johnson further read that he interviewed Sheley as part of the investigation and she twice denied knowing anything about it. He then read that, by the completion of the investigation, they had found irrefutable proof that Sheley was not truthful in her responses. Sheley then said to them that she did not understand Johnson's question (during the November 1 meeting). Johnson reiterated to Sheley the text of that question. Sheley replied that English was not her first language. Sincora then asked Sheley why she did not raise that issue with leadership. Sheley responded that she trusted Nicols. She also said Nicols told her to say that direct supervisor Norris disclosed the information. Sheley then told them that Rivera's pay still was not right. Johnson told her that he understood Rivera's pay disturbed her, but it was not right for her to share what Rivera made or why he made it. Sincora also told Sheley that she was allowed to discuss her paycheck with other employees but was not allowed to discuss other employees' paychecks. At Sincora's direction, Johnson then read the closing statement from the agenda:

> Over the course of an investigation it was found that you did not provide accurate information when asked about your involvement and knowledge of a complaint raised by another MSI employee. Your actions are seen as Providing Untruthful Information during a Company Investigation, under the U.S. Progressive Discipline Policy. As a result of your actions your employment is terminated, effective immediately.[24]

V. THE RESPONDENT'S OTHER TERMINATIONS INVOLVING PROVIDING FALSE INFORMATION DURING AN INVESTIGATION

From April 16, 2021, through January 30, 2024, the Respondent discharged four employees and one supervisor where the basis of the discharge was either solely or partially that the individual failed to provide truthful information during an investigation.

On April 16, 2021, the Respondent terminated an employee for falsification of company documents and a failure to provide truthful information in an investigation. The employee had

[24] The testimony of Sheley, Sincora, and Johnson about this meeting was largely consistent. The findings of fact are a combination of their recollections, much of which was corroborated by Sincora's agenda and notes of the meeting. Where any testimony conflicts, I credit Johnson because his testimony was the most detailed and consistent. (Tr. 93–95, 112; R. Exhs. 1, 9. See also Tr. 39, 165-170.)

Sincora admitted that he told Sheley that employees could not discuss other employees' pay. His explanation was: "Again, as I mentioned previously, you know, my -- my opinion at the time, or I thought at the time, was that two individuals talking about their salaries was acceptable, but making derogatory comments about an individual, and then mentioning their salary as a part of an outside -- conversation of an outside individual was inappropriate." At the time of Sheley's discharge, neither she nor the two supervisors was aware of the Respondent's policy permitting wage discussions amongst employees.

falsified regular and overtime hours on his timecard, then was not forthcoming with factual information when management asked for justification of the timecard entries.

On February 24, 2023, the Respondent terminated a supervisor and two employees. The supervisor had altered timecard entries for the two employees that did not accurately reflect their hours worked. The supervisor then failed to share all relevant information and was not transparent during the investigation of the matter. The Respondent discharged the supervisor for falsification of company documents and failure to provide truthful information during a company investigation. On February 28, 2023, the Respondent terminated the two employees for failure to provide truthful information during a company investigation. The two employees failed to share all relevant information and were not transparent during the company investigation.

On January 30, 2024 (two and a half months after Sheley's discharge), the Respondent terminated an employee for a violation of company policies and providing untruthful information during a company investigation. The employee was working from a physical location other than his designated work location and was not truthful with the Respondent about that location.[25]

LEGAL ANALYSIS

I. DID SHELEY ENGAGE IN TRADITIONAL PROTECTED CONCERTED ACTIVITY?

The General Counsel's complaint alleges that, in October 2023, Sheley engaged in protected concerted activity with other employees for the purposes of mutual aid and protection by discussing wages.

Section 7 of the Act gives employees the right to "engage in . . . concerted activities for the purpose of . . . mutual aid or protection." 29 U.S.C. § 157. Thus, the statutory concept of protected concerted activity has two elements: the employee's activity must be "concerted," and it must be "for mutual aid or protection." See, e.g., *Fresh & Easy Neighborhood Market, Inc.*, 361 NLRB 151, 152–153 (2014).

"[W]hether an employee's activity is 'concerted' depends on the manner in which the employee's actions may be linked to those of his coworkers." Id. at 153 (citing, inter alia, *NLRB v. City Disposal Systems*, 465 U.S. 822, 831 (1984)). The Board has held that concerted activity "encompasses those circumstances where individual employees seek to initiate or to induce or to prepare for group action, as well as individual employees bringing truly group complaints to the attention of management." *Meyers Industries*, 281 NLRB 882, 887 (1986) (*Meyers II*), affd. sub nom. *Prill v. NLRB*, 835 F.2d 1481 (D.C. Cir. 1987), cert. denied 487 U.S. 1205 (1988). Notably, the "object of inducing group action need not be express," and an employee's statement may, in

[25] R. Exhs. 10-14. The Respondent has not retained any employee who was untruthful in an investigation. (Tr. 171.)

certain contexts, "implicitly elicit[] support from his fellow employees." *Whittaker Corp.*, 289 NLRB 933, 933–934 (1988). As the Board stated in *Meyers II*, "the question of whether an employee has engaged in concerted activity is a factual one based on the totality of the record evidence." 281 NLRB at 886; see also *Miller Plastic Products, Inc.*, 372 NLRB No. 134 (2023).

"Mutual aid or protection," in turn, "focuses on the goal of concerted activity; chiefly, whether the employee or employees involved are seeking to 'improve terms and conditions of employment or otherwise improve their lot as employees."' *Fresh & Easy*, supra, 361 NLRB at 153 (emphasis in original) (quoting *Eastex, Inc. v. NLRB*, 437 U.S. 556, 565 (1978)).

Both the "concertedness" and "mutual aid or protection" elements under Section 7 are analyzed under an objective standard, whereby motive for taking the action is not relevant to whether it was concerted, nor is motive relevant to whether it was for "mutual aid or protection." Id.

The General Counsel first argues that Sheley engaged in traditional protected concerted activity in her conversations with coworkers Tinder and Nicols.

From October 17 to 19, Sheley and Tinder exchanged numerous messages complaining about their wages not being higher given the quantity of work they were performing. The two also discussed and submitted responses to the Respondent's Peakon survey complaining about their low pay. At the conclusion of the discussion, Tinder stated that he would have a conversation with their direct supervisor Norris about getting raises. But Tinder never did.

No question exists that Sheley's conversations with Tinder constituted traditional protected concerted activity. The right of employees to discuss their wages and terms and conditions of employment with each other is a core substantive right protected by the Act. See, e.g., *Triana Industries, Inc.*, 245 NLRB at 1258, 1258 (1979). The communications between Sheley and Tinder were protected, because they were seeking to improve their pay. They also were concerted, because the discussions between the two resulted in Tinder expressing that he would take their concerns to management.

Turning now to Sheley's conversations with Nicols, Sheley initiated their discussion by asking Nicols what coworker Rivera did. She added that she thought "he is a waste of a company paycheck." After Nicols responded with a description of his job duties, Sheley asserted that Rivera was paid way too much for the work he did and that she and Nicols could do his job if they were fairly compensated. Nicols responded that she did not know what Rivera was paid. Sheley then told her that a "little birdy" informed her that Rivera was being paid over $70,000.

Unlike her conversations with Tinder, I conclude that Sheley's communications with Nicols do not constitute traditional protected concerted activity. Sheley shared her complaint that Rivera was making too much money. But she gave no indication that she was going to take the issue up with management or engage in some other action to improve her and other

employees' wages. The goal of her conversation with Nicols was not to improve working conditions, but to unload her frustrations over Rivera's pay. Thus, her communications were not for mutual aid or protection. Sheley also did not say at any point that she intended to bring the complaint over Rivera's salary to management or ask Nicols to join her in doing so. She neither sought to initiate, induce, or prepare for group action, nor to implicitly elicit support from Nicols to address with management her complaint over not being paid enough.

The General Counsel argues that Sheley's conduct constituted traditional protected concerted activity because Sheley asked Nicols what Rivera did; told her "I am sure we can do that job granted we are fairly compensated"; and shared her opinion that other employees were performing work that overlapped with Rivera's work. It is true that the use of the pronoun "we" when voicing complaints can be an indicator of an employee speaking on behalf of both herself and other employees. See, e.g., *Alpha Resins Corp.*, 307 NLRB 1219, 1219 (1992); *Oakes Machine Corp.*, 288 NLRB 456 (1988), enfd. in pertinent part 897 F.2d 84 (2d Cir. 1990). But here, the text of the statements relied upon by the General Counsel is too obtuse to establish that Sheley was implicitly asking Nicols to join her in pursuing a wage increase with management. Rather, it was "mere talk" not looking towards any group action and amounted to "griping." See *Tampa Tribune*, 346 NLRB 369, 371–372 (2005) (when an employee who raised a concern about favoritism was speaking "only for himself and there was no evidence that his coworkers even shared his belief that favoritism existed, his complaint was "a personal gripe," not protected activity), citing *Mushroom Transportation Co. v. NLRB*, 330 F.2d 683, 685 (3d Cir. 1964).

For all these reasons, I conclude that Sheley's communication with Nicols did not constitute traditional protected concerted activity.

II. DID SHELEY ENGAGE IN PROTECTED, INHERENTLY CONCERTED ACTIVITY?

Nonetheless, the legal analysis on whether Sheley engaged in protected concerted activity with Nicols does not end here. The General Counsel also argues, in the alternative, that Sheley engaged in "inherently concerted" activity in her communications with Nicols.

The Board has long held that employees' wage discussions are inherently concerted and, as such, are protected, regardless of whether they are engaged in with the express object of inducing group action. See, e.g., *North Mountain Foothills Apartments, LLC*, 373 NLRB No. 26 (2024), enfd. 157 F.4th 1089 (9th Cir. 2025); *Alternative Energy Applications, Inc.*, 361 NLRB 1203, 1206 fn. 10 (2014); *Hoodview Vending*, 359 NLRB 355 (2012), reaffd. 362 NLRB 690 (2015); *Automatic Screw Products Co.*, 306 NLRB 1072, 1072 (1992), enfd. mem. 977 F.2d 582 (6th Cir. 1992); *Scientific-Atlanta, Inc.*, 278 NLRB 622, 624-625 (1986).

The rationale for finding wage discussions inherently concerted is that wages are a "vital term and condition of employment," the "grist on which concerted activity feeds," and such discussions are often preliminary to organizing or other action for mutual aid or protection. *N.W. Rural Electric Coop.*, 366 NLRB No. 132 (2018); *Alternative Energy Applications, Inc.*, above; *Aroostook County Regional Ophthalmology Center*, 317 NLRB 218, 220 (1995) (citations omitted),

enf. denied in part on other grounds 81 F.3d 209, 214 (D.C. Cir. 1996). See also *Trayco of S.C. Inc.*, 297 NLRB 630, 634–635 (1990), enf. denied mem. 927 F.2d 597 (4th Cir. 1991) (contemplation of group action is not required when employee discussion concerns wages); *Whittaker Corp.*, 289 NLRB 933, 933 (1988) (with respect to wage discussions, "object of inducing group action need not be express"). This is true even if the discussion involves only a speaker and a listener. *Belle of Sioux City, L.P.*, 333 NLRB 98, 101 (2001). This is also true regardless of whether the listener agrees with the speaker or joins in the cause. See *Mushroom Transportation*, above.

In this case, it is beyond dispute that Sheley discussed the wages the Respondent was paying Rivera, her coworker, with Nicols, a fellow employee. Under the above-described Board precedent, Sheley's discussion of wages with Nicols was protected and inherently concerted. See also *Jeannette Corp. v. NLRB*, 532 F.2d 916, 919 (3d Cir. 1976), enf. 217 NLRB 653 (1975):

> [D]issatisfaction due to low wages is the grist on which concerted activity feeds. Discord generated by what employees view as unjustified wage differentials also provides the sinew for persistent concerted action. The possibility that ordinary speech and discussions over wages on an employee's own time may cause 'jealousies and strife among employees' is not a justifiable business reason to inhibit the opportunity for an employee to exercise section 7 rights.

Relying on *Aroostook County, Fresh & Easy*, *Hoodview Vending*, and *Trayco*, cited above, the Respondent contends that, to establish inherently concerted activity, the General Counsel must show that Sheley's conduct included some object of protecting or improving the working conditions of at least some other employees. To express this argument in simpler terms, the Respondent's view is that a showing of "inherently concerted" activity only establishes the "concerted" element of protected concerted activity. But the General Counsel still bears the burden of establishing that Sheley's conduct also was for "mutual aid or protection", i.e. protected. To my knowledge, the Board has never applied such a legal standard or squarely asserted that an independent showing of "mutual aid and protection" must be made to establish protected conduct in cases where the conduct is "inherently concerted."

Instead, this approach is contradicted by Board precedent finding that inherently concerted activity is, standing alone, protected concerted activity. For example, in *Trayco*, the protected conduct was an employee's discussions with other employees about newer employees earning more than they were. The employees did not bring, or discuss bringing, their complaint to management. In *Hoodview Vending*, the Board rejected its colleagues' dissenting view that a separate showing of mutual aid or protection was required. Quoting *Alternative Energy* above, the Board stated that wage discussions "are 'inherently concerted' and as such are *protected*, regardless of whether they are engaged in with the express object of inducing group action" (emphasis in the original). In *Aroostook*, the Board went a step further and stated that *Trayco* and its other decisions held that employee discussions of wages were "protected concerted activity" because wages are a vital term and condition of employment, probably the most critical element in employment, and the grist on which concerted activity feeds (citations omitted). Thus, conduct that is inherently concerted also is protected.

For all these reasons, I conclude that Sheley engaged in inherently concerted and protected conduct when she discussed wages with Nicols on October 29 and 31.[26]

III. DID THE RESPONDENT UNLAWFULLY INTERROGATE SHELEY DURING AN INVESTIGATORY INTERVIEW?

Next, the General Counsel's complaint alleges that the Respondent violated Section 8(a)(1) on November 1, when supervisor Johnson unlawfully interrogated Sheley concerning her protected concerted wage discussions with her coworkers.

An unlawful interrogation is one which reasonably tends to restrain, coerce, or interfere with rights guaranteed by the Act, under the totality of the circumstances. *Rossmore House*, 269 NLRB 1176, 1178 fn. 20 (1984), affd. sub nom *Hotel & Restaurant Employees Local 11 v. NLRB*, 760 F.2d 1006 (9th Cir. 1985). The test is an objective one that does not rely on the subjective aspect of whether the employee was, in fact, intimidated. *Multi-Ad Services*, 331 NLRB 1226, 1227–1228 (2000), enfd. 255 F.3d 363 (7th Cir. 2001). A nonexhaustive list of factors to consider includes: (1) The background, i.e. is there a history of employer hostility and discrimination? (2) The nature of the information sought, e.g. did the interrogator appear to be seeking information on which to base taking action against individual employees? (3) The identity of the questioner, i.e. how high was the individual in the company hierarchy? (4) The place and method of interrogation, e.g. was the employee called from work to the boss's office? Was there an atmosphere of unnatural formality? (5) Truthfulness of the reply. *Westwood Health Care Ctr.*, 330 NLRB 935, 939–940 (2000); *Bourne v. NLRB*, 332 F.2d 47 (2d Cir. 1964).

During his investigatory interview of Sheley, Johnson said: "I am trying to follow up on something that was brought to my attention concerning our SD team concerning the sharing of potential pay information of another team member. Do you know anything about this?"

Almost all of the *Bourne* factors support a finding that Johnson's questioning was an unlawful interrogation. As previously noted, employees' discussions about what other employees are paid, including (perceived) favoritism shown to another employee in wages (i.e. Rivera), are protected. Thus, the nature of the information Johnson was seeking from Sheley was her protected concerted activity. The question was broad enough to cover Sheley's conversations with both Tinder and Nicols. As to the place and method of the questioning, this conversation was the first time Johnson had met with Sheley one-on-one. Two other HR representatives also were present. Regarding the truthfulness of the reply, Sheley twice lied when answering Johnson's question, due to fear of the consequences of her revealing her protected conduct to him. Sheley also lied to protect her coworker Schalhamer, who told her how much Rivera was making. Finally, Johnson was a high-level supervisor who reported to

[26] The Respondent also argues that the inherently concerted doctrine should be overturned but acknowledges that, as the administrative law judge in this case, I am obligated to follow existing Board precedent, as I have done.

the Respondent's vice president and had five other managers reporting to him. The combination of these factors demonstrating coerciveness far outweigh that the Respondent does not have a history of discrimination and the meeting was held via video conference, a less formidable location than in-person.

The Respondent argues that Johnson had a legitimate business interest in determining if employees' personal information was secure and whether employees had obtained unauthorized access to personnel files. On their face, the asserted interests are valid. However, Johnson did not convey this purpose to Sheley or any of the other employees he interviewed. He also did not provide any of them with assurances against reprisals for engaging in protected concerted activity. As a result, Johnson did not abate the coerciveness of his questioning the employees concerning their protected activity. See *Windemuller Electric, Inc.*, 306 NLRB 664, 673 (1992), enfd. 34 F.3d 384 (6th Cir. 1994); *NLRB v. Brookwood Furniture*, 701 F.2d 452, 462 (5th Cir. 1983).

Under the totality of the circumstances, the Respondent, by Johnson, violated Section 8(a)(1) by coercively interrogating Sheley concerning her and other employees' protected concerted activity.

IV. DID THE RESPONDENT UNLAWFULLY INSTRUCT EMPLOYEES NOT TO DISCUSS THEIR WAGES?

The General Counsel's complaint alleges that, on November 15, the Respondent, by HR Manager Sincora, unlawfully instructed employees that they could not discuss other employees' pay.

As previously noted, the Board has long held that it is unlawful for employers to prohibit employees from discussing wages among themselves. See, e.g., *Alternative Energy Applications, Inc.*, 361 NLRB at 1203 ; *Waco, Inc.*, 273 NLRB 746, 747–748 (1984).

In Sheley's termination meeting, Sincora admittedly told her that "it is not appropriate for her to be discussing someone else's salary." Thus, Sincora was instructing Sheley that she could not engage in activity protected by Section 7 of the Act. The fact that Sincora at the time believed such communication was prohibited is irrelevant. The objective meaning of the statement controls, not Sincora's intent or Sheley's reaction. Sincora's statement violated Section 8(a)(1).

V. DID THE RESPONDENT'S DISCHARGE OF SHELEY VIOLATE SECTION 8(A)(1)?

The General Counsel's complaint alleges that the Respondent violated Section 8(a)(1) of the Act by discharging Sheley on November 15 for her protected concerted activity of discussing wages with other employees.

The Board has long held that, when an employer unlawfully interrogates an employee in an attempt to uncover protected concerted activity, the employee is under no obligation to

respond to the questions. See, e.g., *Spartan Plastics*, 269 NLRB 546, 552 (1984); *St. Louis Car Co.*, 108 NLRB 1523, 1525–1526 (1954). If the employee lies in response to the coercive questions, the dishonesty about protected concerted activity does not constitute a lawful reason for an employer to discharge the employee. *United Services Automobile Assn.*, 340 NLRB 784, 786 (2003).

In *United Services Automobile*, an employee engaged in protected concerted activity by distributing fliers anonymously throughout her employer's facility. The fliers requested fellow employees to wear a red ribbon in support of colleagues who had been laid off as a result of a reorganization plan implemented by the employer. A week later, a human resources representative questioned the employee about the distribution of the fliers. The employee repeatedly lied and denied having anything to do with it. Shortly thereafter, the employee, feeling guilty, confessed to the employer that she had passed out the fliers. The employer accused the employee of lying about the flier distribution in the interview with the human resources representative and discharged the employee due to the dishonesty. The Board found that the employer's questioning of the employee to obtain information on who distributed the fliers, a protected activity, constituted an unlawful interrogation. Given that, the employee was under no obligation to respond to the questions. Quoting *Spartan Plastics*, above, the Board further noted that "it can be no defense to Respondent to recite a wrong [by the employee] in responding to an action of the Respondent which itself constituted a violation of the law." Thus, the employee's dishonesty about her protected concerted activity did not constitute a lawful reason to discharge her. The employer's discharge of the employee for engaging in protected concerted activity violated Section 8(a)(1).

This case is on all fours with *United Services*. Sheley engaged in protected concerted activity by discussing wages with other employees. The Respondent, through Johnson, unlawfully interrogated her about that conduct. Sheley lied and told him she knew nothing about the employees' wage discussions. But she was under no obligation to disclose her protected activity to Johnson. According to the Respondent, Sheley was discharged solely for lying. Accepting that justification, the discharge is unlawful because the Respondent relies upon a wrong in Sheley's response to an unlawful interrogation. *Spartan Plastics*, 269 NLRB at 552.

The Respondent's discharge of Sheley violated Section 8(a)(1) of the Act.

VI. WAS THE RESPONDENT'S DISCHARGE OF SHELEY UNLAWFUL UNDER THE BOARD'S *WRIGHT LINE* FRAMEWORK?

Although not necessary to resolving the legality of Sheley's discharge, I also will analyze whether the Respondent's termination of Sheley was unlawful under *Wright Line*, 251 NLRB

1083 (1980), enfd. on other grounds 662 F.2d 899 (1st Cir. 1981), cert. denied 455 U.S. 989 (1982), and approved in *NLRB v. Transportation Management Corp.,* 462 U.S. 393 (1983).[27]

Under that framework, the General Counsel must demonstrate by a preponderance of the evidence that the employee's protected conduct was a motivating factor for the employer's adverse action. *SBM Site Services, LLC*, 367 NLRB No. 147, slip op. at 2 (2019). In cases involving 8(a)(1) discipline, the General Counsel satisfies the initial burden by showing (1) the employee's protected concerted activity; (2) the employer's knowledge of the concerted nature of the activity; and (3) the employer's animus toward that activity. *Alternative Energy Applications Inc*., 361 NLRB at 1205.

Proof of discriminatory motivation can be based on direct evidence or can be inferred from circumstantial evidence based on the record as a whole. *Embassy Vacation Resorts*, 340 NLRB 846, 848 (2003). A discriminatory motive may be established by: (1) the timing of an employer's adverse action in relation to the employee's protected activity; (2) statements and actions showing an employer's general and specific animus; (3) the presence of other unfair labor practices; and (4) evidence that an employer's proffered explanation for the adverse action is a pretext. *National Dance Institute-New Mexico, Inc.*, 364 NLRB 342, 351 (2016); *Lucky Cab Co.*, 360 NLRB 271, 274 (2014). Pretext may be demonstrated by: (1) an employer's false reasons for an adverse action; (2) disparate treatment; (3) departure from past practice; (4) shifting explanations by an employer for an adverse action; and (5) the failure to investigate whether the employee engaged in the alleged misconduct. *Hungry Like the Wolf*, 373 NLRB No. 130 (2024), citing *ManorCare Health Services-Easton*, 356 NLRB 202, 204 (2010); *Windsor Convalescent Center*, 351 NLRB 975, 984 (2007), enfd. in relevant part 570 F.3d 354 (D.C. Cir. 2009); *Inter-Disciplinary Advantage, Inc.*, 349 NLRB 480, 509 (2007).

I conclude that the General Counsel has satisfied the initial *Wright Line* burden. As previously discussed, Sheley engaged in protected concerted activity by speaking with Nicols about employees' wages. The Respondent was aware of this communication, because Nicols told Johnson about it and provided the Respondent with the actual text messages.[28] That the Respondent harbored animus towards Sheley's protected conduct is established by the unlawful interrogation of Sheley by Johnson seeking information on her protected activity. It

[27] Having concluded that the Respondent unlawfully discharged Sheley for lying in response to an inquiry into her protected concerted activity, the legal inquiry ends and the Board's *Wright Line* framework does not apply. See, e.g., *Neff-Perkins Co.*, 315 NLRB 1229, 1229 (1994); *Mast Advertising & Publishing*, 304 NLRB 819, 820 (1991). Nonetheless, I analyze the Respondent's discharge of Sheley under *Wright Line* in the event an appellate body disagrees with my legal conclusion above.

[28] However, the record does not establish that the Respondent was aware of the communications between Sheley and Tinder. Sincora, the individual who decided to discharge Sheley, and Johnson credibly testified that they were unaware of these communications. The General Counsel points to the fact that Sheley and Tinder submitted Peakon survey responses to the Respondent which Johnson (not Sincora) reviewed. But those responses were anonymous and, even if Johnson knew that multiple employees had complaints about their pay, he did not know that Sheley in particular was one of the employees who felt that way.

also is established by the instruction Sincora gave to Sheley in her termination meeting that she was not permitted to discuss other employees' wages. Finally, it is established by Sincora telling Sheley during the discharge meeting that revealing Rivera's pay "was not right."

Given that the General Counsel met the initial *Wright Line* burden, the burden shifts to the Respondent to prove that it would have discharged Sheley even in the absence of her protected concerted activity. *Donaldson Bros. Ready Mix, Inc.*, 341 NLRB 958, 961 (2004). The employer cannot meet its burden merely by showing that it had a legitimate reason for the adverse action; rather, it must demonstrate that it would have taken the same action in the absence of the protected conduct. *Roure Bertrand Dupont, Inc.*, 271 NLRB 443, 443 (1984). When the employer's stated reasons for its decision are found to be pretextual--that is, either false or not in fact relied upon--discriminatory motive may be inferred but such an inference is not compelled. *Electrolux Home Products*, 368 NLRB No. 34, slip op. at 3 (2019). If the Respondent's proffered justification for its action is found pretextual, it must be determined whether surrounding facts tend to reinforce that inference of unlawful motivation. Id., slip op. at 3-4.

The Respondent argues that it met its shifting burden by showing that it discharged four other employees and a supervisor for lying during an investigation. The Respondent contends that it had to discharge Sheley because, if it did not, it would be treating her preferentially in comparison to the other individuals it previously terminated. However, in these other five instances, the individuals involved did not lie about protected concerted activity they engaged in. Rather, three were discharged for inaccurate timecards, one was discharged for lying about excessive overtime, and the last was discharged for lying about a remote work issue. The Respondent could legally fire these employees for their misconduct, because their lies related to their job performance or the Respondent's business. See, e.g., *Tradewaste Incineration,* 336 NLRB 902, 907 (2001); *St. Louis Car Co.*, above. In contrast, the Respondent terminated Sheley for lying about her protected conversation with Nicols concerning Rivera's wage rate. As a result, the other discharges for lying during an investigation are not comparable.

The Respondent has not demonstrated that it would have discharged Sheley absent her protected concerted activity. Accordingly, the Respondent has not met its shifting burden under *Wright Line*. Its discharge of Sheley also violated Section 8(a)(1) under that framework.

CONCLUSIONS OF LAW

1. The Respondent is an employer engaged in commerce within the meaning of Section 2(2), (6), and (7) of the Act.

2. The Respondent violated Section 8(a)(1) on November 1, 2023, by interrogating employees about their protected concerted activity.

3. The Respondent violated Section 8(a)(1) on November 15, 2023, by instructing employees that they could not discuss other employees' wages.

4. The Respondent violated Section 8(a)(1) on November 15, 2023, by discharging Elisa Sheley for her protected concerted activity.

5. The above unfair labor practices affect commerce within the meaning of Section 2(6) and (7) of the Act.

REMEDY

Having found that the Respondent has engaged in certain unfair labor practices, I shall order it to cease and desist therefrom and to take certain affirmative action designed to effectuate the policies of the Act.

Specifically, having found that the Respondent violated Section 8(a)(1) by interrogating employees about their protected concerted activity and instructing employees not to discuss other employees' wages, and discharging Elisa Sheley for engaging in protected concerted activity, I shall order the Respondent to cease and desist from engaging in this conduct and, in any like or related manner, interfering with, restraining, or coercing its employees in the exercise of their rights guaranteed by Section 7 of the Act.

I shall further order the Respondent to offer Sheley full reinstatement to her former job or, if that job no longer exists, to a substantially equivalent position, without prejudice to her seniority or any other rights or privileges previously enjoyed; to expunge any references to her discharge from its files and records, and to notify her, in writing, that it has done so and that the discharge will not be used against her in any way.

I shall also order that the Respondent make Sheley whole, with interest, for any loss of earnings and other benefits suffered as a result of the unlawful discharge. Backpay shall be computed in accordance with *F.W. Woolworth Co.*, 90 NLRB 289 (1950), with interest at the rate prescribed in *New Horizons*, 283 NLRB 1173 (1987), compounded daily as prescribed in *Kentucky River Medical Center*, 356 NLRB 6 (2010). In accordance with the Board's decision in *Thryv, Inc.*, 372 NLRB No. 22 (2022), enf. denied on other grounds, 102 F.4th 727 (5th Cir. 2024), the Respondent shall also compensate Sheley for any other direct or foreseeable pecuniary harms incurred as a result of her unlawful discharge, including reasonable search-for-work and interim employment expenses, if any, regardless of whether these expenses exceed interim earnings. Search-for-work and interim employment expenses shall be calculated separately from taxable net backpay, with interest at the rate prescribed in *New Horizons*, supra, compounded daily as prescribed in *Kentucky River Medical Center*, supra.

Furthermore, I shall order the Respondent to compensate Sheley for the adverse tax consequences, if any, of receiving a lump-sum backpay award and to file a report with the Regional Director for Region 27 allocating the backpay award to the appropriate calendar year(s). *AdvoServ of New Jersey, Inc.*, 363 NLRB 1324 (2016). In addition to the backpay allocation report, I shall order the Respondent to file with the Regional Director for Region 27 a copy of

Sheley's corresponding W-2 form(s) reflecting the backpay award. *Cascades Containerboard Packaging-Niagara*, 370 NLRB No. 76 (2021), as modified in 371 NLRB No. 25 (2021).

On these findings of fact and conclusions of law and on the entire record, I issue the following recommended[29]

ORDER

The Respondent, Motorola Solutions, Inc., Westminster, Colorado, its officers, agents, successors, and assigns, shall

1. Cease and desist from

   a. Interrogating employees about their protected concerted activity, including by discussing their and other employees' wages.

   b. Instructing employees not to discuss other employees' wages.

   c. Discharging employees due to their protected concerted activity, including by discussing their and other employees' wages.

   d. In any like or related manner interfering with, coercing, or restraining employees in the exercise of the rights guaranteed them by the Act.

2. Take the following affirmative action necessary to effectuate the policies of the Act.

   a. Within 14 days from the date of this Order, offer Elisa Sheley full reinstatement to her former job or, if that job no longer exists, to a substantially equivalent position, without prejudice to her seniority or any other rights or privileges previously enjoyed.

   b. Make Elisa Sheley whole for any loss of earnings and other benefits, and for any other direct or foreseeable pecuniary harms suffered as a result of her unlawful discharge, in the manner set forth in the remedy section of the this decision.

   c. Compensate Elisa Sheley for the adverse tax consequences, if any, of receiving a lump-sum backpay award, and file with the Regional Director of Region 27, within 21 days of the date the amount of backpay is fixed, either

[29] If no 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.

by agreement or Board order, a report allocating the backpay award to the appropriate calendar year(s).

d. File with the Regional Director for Region 27, within 21 days of the date the amount of backpay is fixed by agreement or Board order or such additional time as the Regional Director may allow for good cause shown, a copy of Elisa Sheley's corresponding W-2 form(s) reflecting the backpay award.

e. Within 14 days from the date of this Order remove from its files any references to the unlawful discharge of Elisa Sheley, and within 3 days thereafter, notify her in writing that this has been done and that the discharge will not be used against her in any way.

f. Preserve and, within 14 days of a request, or such additional time as the Regional Director may allow for good cause shown, provide at a reasonable place designated by the Board or its agents, all payroll records, social security payment records, timecards, personnel records and reports, and all other records, including an electronic copy of such records if stored in electronic form, necessary to analyze the amount of backpay due under the terms of this Order.

g. Post at its facility in Westminster, Colorado, copies of the attached notice marked "Appendix."[30] Copies of the notice, on forms provided by the Regional Director for Region 27, after being signed by the Respondent's authorized representative, shall be posted by the Respondent and maintained for 60 consecutive days in conspicuous places, including all places where notices to employees are customarily posted. In addition to physical posting of paper notices, notices shall be distributed electronically, such as by e-mail, posting on an intranet or internet site, and/or other electronic means, if the Respondent customarily communicates with its employees by such means. Reasonable steps shall be taken by the Respondent to ensure that the notices

[30] If the facilities involved in these proceedings are open and staffed by a substantial complement of employees, the notice must be posted within 14 days after service by the Region. If the facilities involved in these proceedings are closed or not staffed by a substantial complement of employees due to the Coronavirus Disease 2019 (COVID-19) pandemic, the notice must be posted within 14 days after the facilities reopen and a substantial complement of employees have returned to work. If, while closed or not staffed by a substantial complement of employees due to the pandemic, the Respondent is communicating with its employees by electronic means, the notice must also be posted by such electronic means within 14 days after service by the Region. If the notice to be physically posted was posted electronically more than 60 days before physical posting of the notice, the notice shall state at the bottom that "This notice is the same notice previously [sent or posted] electronically on [date]." If this Order is enforced by a judgment of a United States Court of Appeals, the words in the notice reading "Posted by Order of the National Labor Relations Board" shall read "Posted Pursuant to a Judgment of the United States Court of Appeals Enforcing an Order of the National Labor Relations Board."

are not altered, defaced, or covered by any other material. If the Respondent has gone out of business or closed the facilities involved in these proceedings, the Respondent shall duplicate and mail, at its own expense, a copy of the notice to all current employees and former employees employed by the Respondent at any time since November 1, 2023.

h. Within 21 days after service by the Region, file with the Regional Director of Region 27 a sworn certification of a responsible official on a form provided by the Region attesting to the steps that the Respondent has taken to comply.

Dated, Washington, D.C., December 18, 2025.

Charles J. Muhl
Administrative Law Judge[31]

[31] The Respondent argues that the National Labor Relations Board and its administrative law judges are unconstitutional. I decline to address this argument, as the claim is more appropriately dealt with in the first instance by the Board or federal courts.

APPENDIX

NOTICE TO EMPLOYEES

Mailed by Order of the
National Labor Relations Board
An Agency of the United States Government

The National Labor Relations Board has found that we violated Federal labor law and has ordered us to post and obey this notice.

FEDERAL LAW GIVES YOU THE RIGHT TO
Form, join, or assist a union
Choose representatives to bargain with us on your behalf
Act together with other employees for your benefit and protection
Choose not to engage in any of these protected activities.

WE WILL NOT interrogate you about your protected concerted activity, including by discussing your and other employees' wages.

WE WILL NOT instruct you not to discuss other employees' wages.

WE WILL NOT discharge employees due to their protected concerted activity, including by discussing their and other employees' wages.

WE WILL NOT in any like or related manner interfering with, coercing, or restraining employees in the exercise of the rights guaranteed them by the Act.

WE WILL, within 14 days from the date of this Order, offer Elisa Sheley full reinstatement to her former job or, if that job no longer exists, to a substantially equivalent position, without prejudice to her seniority or any other rights or privileges previously enjoyed.

WE WILL make Elisa Sheley whole for any loss of earnings or other benefits resulting from her discharge, less any net interim earnings, plus interest, and we will also make her whole for any other direct or foreseeable pecuniary harms suffered as a result of the unlawful discharge, including reasonable search-for-work and interim employment expenses, plus interest.

WE WILL compensate Elisa Sheley for the adverse tax consequences, if any, of receiving a lump-sum backpay award, and we will file with the Regional Director for Region 27, within 21 days of the date the amount of backpay is fixed, either by agreement or Board order, a report allocating the backpay award to the appropriate calendar year(s).

WE WILL file with the Regional Director for Region 27, within 21 days of the date of the amount of backpay is fixed by agreement or Board order or such additional time as the Regional Director may allow for good cause shown, a copy of Elisa Sheley's corresponding W-2 form(s) reflecting the backpay award.

WE WILL, within 14 days from the date of the Board's Order, remove from our files any references to our unlawful discharge of Elisa Sheley and we will, within 3 days thereafter, notify her in writing that this has been done and that the discharge and written warning will not be used against her in any way.

MOTOROLA SOLUTIONS, INC.
(Respondent)

Dated _____ By _____
(Representative) (Title)

The National Labor Relations Board is an independent Federal agency created in 1935 to enforce the National Labor Relations Act. It conducts secret-ballot elections to determine whether employees want union representation, and it investigates and remedies unfair labor practices by employers and unions. To find out more about your rights under the Act and how to file a charge or election petition, you may speak confidentially to any agent with the Board's Regional Office set forth below. You may also obtain information from the Board's website: www.nlrb.gov .

Bryon Rogers Federal Office Building, 1961 Stout Street, Suite 13-103, Denver, CO 80294-5433
(303) 844-3551, Hours: 8:30 a.m. to 5 p.m.

The Administrative Law Judge's decision can be found at www.nlrb.gov/case/27-CA-330814 or by using the QR code below. Alternatively, you can obtain a copy of the decision from the Executive Secretary, National Labor Relations Board, 1015 Half Street, S.E., Washington, D.C. 20570, or by calling (202) 273-1940.

THIS IS AN OFFICIAL NOTICE AND MUST NOT BE DEFACED BY ANYONE.
THIS NOTICE MUST REMAIN POSTED FOR 60 CONSECUTIVE DAYS FROM THE DATE OF POSTING AND MUST NOT BE ALTERED, DEFACED, OR COVERED BY ANY OTHER MATERIAL. ANY QUESTIONS CONCERNING THIS NOTICE OR COMPLIANCE WITH ITS PROVISIONS MAY BE DIRECTED TO THE ABOVE REGIONAL OFFICE'S COMPLIANCE OFFICER, (720) 598-7398.