

**UNITED STATES OF AMERICA  
BEFORE THE NATIONAL LABOR RELATIONS BOARD  
REGION 12**

**SOLARMOVIL PR LLC**

**Employer**

**and**

**Case 12-RC-376109**

**LABORERS' INTERNATIONAL UNION OF  
NORTH AMERICA, LOCAL 55, AFL-CIO, CLC**

**Petitioner**

**DECISION AND ORDER**

SolarMovil PR LLC (the Employer) is a contractor working on a solar panel installation project at a large site in Guayama, Puerto Rico, referred to as a solar farm. On December 2, 2025, Laborers' International Union of North America, Local 55, AFL-CIO, CLC (the Petitioner) filed a petition under Section 9(c) of the National Labor Relations Act (the Act) seeking to represent employees of the Employer who are working on that project. The parties stipulated that the following description should apply to any unit found appropriate:

All full-time employees employed by the Employer at the solar farm construction project located in Guayama, Puerto Rico; excluding all other employees, office clerical employees, professional employees, guards, and supervisors as defined in the Act.

The Employer represents that it employs approximately 16 solar installation employees in unit positions, and that it has 3 supervisors and no part-time employees on the project. The project in Guayama is known as the Jobos project.<sup>1</sup>

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<sup>1</sup> Jobos is a barrio in the municipality of Guayama. See [Jobos, Guayama, Puerto Rico - Wikipedia](#) (last viewed January 20, 2026). See also, the information on the United States Department of Energy (DOE) website, [DOE/EA-2256: Clean Flexible Energy LLC, Jobos and Salinas Projects; Guayama and Salinas, Puerto Rico | Department of Energy](#); [DOE/EA-2256: Final Environmental Assessment and Finding of No Significant Impact \(July 2024\) | Department of Energy](#) (last viewed January 20, 2026), stating that there are two solar energy projects which received environmental assessments of no significant impact in July 2024: "The Jobos solar project in Guayama consists of an 80 megawatt (MW) PV facility, a 110 MW battery energy storage system (BESS), on-site step-up substation, on-site offices and control building, and a 1,000-meter 115 kilovolt (kV) transmission line. The Salinas solar project consists of a 120 MW PV facility, a 175 MW BESS, an on-site electrical substation, onsite offices and control room, and a 4,717-meter 115 kV transmission line." The municipality of Salinas is immediately to the west of the municipality of Guayama, and both municipalities are on the southern coast of Puerto Rico, bordering the Caribbean Sea. See [Guayama, Puerto Rico - Wikipedia](#); [Salinas, Puerto Rico - Wikipedia](#) (last viewed January 20, 2026). There is no evidence that the Employer has performed work or bid on work to be performed at the Salinas project.

The Employer raised four issues in its Statement of Position at the hearing. The first issue, whether an election could be held when the National Labor Relations Board (the Board) did not have a quorum, is moot because on January 7, 2026, James Murphy and Scott Mayer were sworn in as Board members, joining Board member David Prouty to establish a quorum and enable the Board to fully function.<sup>2</sup> The second issue raised by the Employer, the unit description, was resolved by the stipulation of the parties. The third issue raised by the Employer is the adequacy of the Petitioner's showing of interest. The showing of interest is an administrative matter that is not subject to litigation. *O.D. Jennings & Company*, 68 NLRB 516, 517-518 (1946).<sup>3</sup> The only issue to be resolved herein is whether the petition should be dismissed because the completion of the Employer's involvement in the Jobos project is imminent and definite, as the Employer contends, or an election should be directed, as the Petitioner contends.

On December 11, 2025, a hearing officer of the Board held a hearing in this matter during which the parties were given the opportunity to present their positions and supporting evidence. At the conclusion of the hearing, the parties were permitted to submit briefs in support of their positions. I have carefully considered the record evidence and the parties' arguments.

As described below, based on the record and relevant Board authority, I find that the Employer has met its burden of establishing that the cessation of its operations related to the petitioned-for unit is both imminent and certain, and that it would not effectuate the purposes of the Act to direct an election herein. Accordingly, I am dismissing the petition.

## **I. FACTS**

The Employer was organized as a Puerto Rico limited liability company on August 1, 2025. On September 5, 2025, the Employer, by Manager Roberto Diaz Molina, and 5B PR, by Vice-President Eden James Tehan, executed a Deployment Support and Labor Service Agreement (the Agreement). The Agreement explains that 5B PR is a contractor to TSK Energias Puerto Rico LLC (TSK) on the Jobos project, and that the Employer is a subcontractor to 5B PR for the purpose of providing services to assist 5B PR in the fulfillment of 5B PR's contractual obligations to TSK. The Agreement provides that 5B PR will notify the Employer to mobilize personnel at the Jobos project on or about September 15, 2025, or such other date as may be agreed by the parties, and that it is anticipated that the Employer's work would be completed in November 2025, and that 5B PR will give the Employer at least one week of notice to demobilize personnel at the Jobos project. The "Term" provision at paragraph 5 of the Agreement states:

Unless terminated earlier in accordance with any other provision of this Agreement, or by operation of Law, it is expected to have its fixed conclusion date of November 9, 2025, (End Date), provided however that 5B PR will have

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<sup>2</sup> Moreover, contrary to the Employer's position, pursuant to Section 3(b) of the Act and Sections 102.182 and 102.178 of the Board's Rules and Regulations, representation cases may be processed by Regional Directors when the Board lacks a quorum. *Satellite Healthcare (Santa Rosa)*, 374 NLRB No. 25, slip op. at fn.1 (January 15, 2026).

<sup>3</sup> I am administratively satisfied that the Petitioner's showing of interest is adequate.

the option to extend the End Date to permit SolarMovil to complete its Scope of Works and Services under this agreement.

Similarly, Schedule 3 of the Agreement, titled “Scope of Works & Schedule as of 4 September 2025,” states that the target dates for start and completion of the Employer’s anchoring works are September 15, 2025, and November 9, 2025, respectively, a duration of eight weeks. Schedule 1 of the Agreement concerning “Pricing and Scope of Works” describes the Employer’s scope of works as the installation of the components for approximately 800 Maverick solar panels, consisting of 2,400 CHS piles<sup>4</sup> and 16,000 Platipus anchors, and that the Employer is to replace or remediate incorrectly installed components.

Yasmin Mohammed, a field supervisor employed by the Employer at the Jobos project since October 2025, was the only witness at the hearing. Mohammed is responsible for supervising the Employer’s employees at the project. Mohammed’s description of the Employer’s operations on the project is consistent with the above-described terms of the Agreement. According to Mohammed, she is not aware of any other work the Employer is performing or is scheduled to perform in Puerto Rico besides the Jobos project. She testified that when the Employer hired her and other employees to work on the Jobos project it informed them that the project was temporary and that it would end in six weeks.<sup>5</sup> The Petitioner did not present any evidence that refutes Mohammed’s testimony.

The Employer introduced in evidence a series of work production reports dated October 23, October 28, and November 3, 2025, each titled “Three-Pages Report-Marahu Project,”<sup>6</sup> prepared by a former General Manager of the Employer on the Jobos project named Roberto. The Employer is required to make such reports to 5B PR pursuant to the Agreement at Schedule 1, paragraph 2K. The reports appear to be daily reports stating the start time, work location within the project, the quantity of components installed (including the number of Platipus anchors and CHS installed), the equipment used to install those components, the condition of the equipment, the size of the workforce, problems delaying the completion of work, and certain other information. The reports also include graphs titled Platipus Installation Progress and Forecast.<sup>7</sup>

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<sup>4</sup> It appears from an internet search that CHS piles are Circular Hollow Section piles. [CHS \(Circular Hollow Section\) Piling Services - Tashev Engineering](#) (last viewed on January 20, 2026).

<sup>5</sup>As previously mentioned, Mohammed was hired in October 2025, apparently after the Employer’s work on the project started.

<sup>6</sup>A posting on the U.S. Department of Energy website describes Project Marahu as follows: “the construction of two solar photovoltaic (PV) farms equipped with battery storage and two standalone battery energy storage systems (BESS) in Puerto Rico. The facilities will be located in the municipalities of Guayama (Jobos) and Salinas and will help deliver clean, reliable, and affordable power throughout Puerto Rico.” See [AES MARAHU | Department of Energy](#) (last visited January 20, 2026).

<sup>7</sup> Mohammed testified that the bar graph is a color graph in which the black line represents the daily target and the bars show the days the target was surpassed and the days in which the Employer did not reach the production target. The exhibits in evidence are not in color. She also testified that if the graphs were in color she could show the days when the Employer did and did not surpass the expected daily production of 400 Platipus installations. I note that if the Employer met the daily production goal of 400 Platipus anchors it would have completed the installation of

Field supervisor Mohammed testified that she prepares daily production reports.<sup>8</sup> However, the Employer did not offer any daily production reports prepared by Mohammed in evidence. The most recent production report in evidence is dated November 3, 2025, 31 days before the hearing conducted on December 11. The Employer introduced the daily Three Pages Reports in evidence for October 23, October 28, and November 3, 2025.

The October 23, 2025, Three Pages Report states that the Employer installed 419 Platipus anchors and 20 CHS and “load blocked”<sup>9</sup> 380 Platipus with a workforce of 22 people, and had encountered heavy rain and mud which made it impossible to work in a particular section of the project that day, and as of that date the Employer had installed a total of 7,106 Platipus anchors, which is 44% of the total of 16,000 Platipus anchors to be installed by the Employer.

The October 28, 2025, Three Pages Report shows that the Employer installed 69 Platipus and 28 CHS and “load blocked” 260 Platipus with a workforce of 21 people that day. The need to wait for safety and environmental permits had delayed the start of work in one area until 2:00 p.m. (14:00), and several machines were out of service or needed repair or replacement parts. As of October 28, 7,702 Platipus anchors had been installed, or 48 percent of the total of 16,000 Platipus to be installed by the Employer.

The Three Pages Report dated November 3, 2025, states that the Employer installed 72 Platipus and one CHS and “load blocked” 108 Platipus with a workforce of 19 people that day. The report states that production was impacted by lack of working space and that “due to the high uncertainty on the contract extension and the lack of working areas, people are becoming nervous and [this] could lead to distraction and high risk of accident.” In addition, one of three forklifts had a broken differential gear, and one of three Mazaka machines was “presenting some problems.” The single Skid Steer machine was reported as ready for use the next day.<sup>10</sup> The November 3, report does not state the number or percentage of Platipus installations completed as of that date.

Field supervisor Mohammed testified that as of November 3, the Employer was not sure whether its contract with 5B PR would be extended, but that later the Employer’s contract with 5B PR had been extended until an unspecified date in January 2026, and employees had been

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16,000 Platipus anchors in 40 workdays. Completion of the job in 40 days would also require installation of 60 CHS columns daily.

<sup>8</sup> The record does not reflect whether the daily production reports prepared by Mohammed are the same as the Three Pages Reports that had been prepared by former General Manager

<sup>9</sup> Mohammed testified that load blocking involves a test performed after the Platipus cables are installed (in the ground) they are tested for quality control by pulling on them to apply pressure, as a quality control to determine whether the anchor passes certain parameters. The website for Platipus anchoring systems describes “loadlocking” essentially as follows: The anchor is driven into the ground, rods are removed, and the anchor is rotated into its loadlocked position, creating a frustum, or cone, of soil immediately above the anchor, compacting the soil, and increasing the load on the anchor. Factors affecting the stress on the anchor and its bearing capacity include the physical properties of the soil, the size of the anchor, depth of installation of the anchor, and the load applied. See [How The System Works - Platipus Anchors Earth Anchoring Systems](#) (last viewed January 20, 2026).

<sup>10</sup> It is evident from the Three Pages Reports and Mohammed’s testimony that the Employer uses one of the Mazaka machines to install the CHS piles, also referred to as columns, and uses the other two Mazaka machines and the Skid Steer machine to dig holes in the ground for the Platipus anchors.

informed about the extension until January. The Employer did not introduce a written extension agreement in evidence. Mohammed testified that 5B may further extend the contract if necessary. Mohammed further testified that as of the date of the hearing, December 11, 2025, based on the daily production reports that she now prepares, the Employer had completed 82 percent of its work required under the Agreement, and it was anticipated that the Employer's work on the Jobos project would be completed and all employees would be laid off in January 2026. Mohammed did not specify the percentage or number of the 2,400 CHS columns that had been installed as of the date of the hearing. The Three Pages Reports in evidence do not include the total number of CHS installations as of the dates of those reports. Mohammed testified that as of the date of the hearing the solar installation employees had not been given written layoff notices or been told the Employer was closing as a business. There is no evidence that the Employer is dissolving its limited liability company when it completes the Guayama project.

The Hearing Officer closed the hearing on December 11, 2025, except for the limited purpose of permitting the Petitioner to submit an English translation of a seven-page Spanish language document, Union Exhibit 2, that the Petitioner offered in evidence, within four working (business) days after the hearing. In addition, the Hearing Officer provided the Employer with two working (business) days to object following the filing of the translation. The Hearing Officer conditionally admitted Union Exhibit 2 in evidence on December 11, 2025, subject to receipt of the translation and consideration of any Employer objection. Union Exhibit 2 appears to be from a website or social media post by the Employer. The Petitioner questioned supervisor Mohammed about the Spanish version of the exhibit. Mohammed, whose testimony was provided in Spanish and interpreted into English by a bilingual interpreter, denied that she had seen any social media posting by the Employer about work opportunities in Puerto Rico and testified to the effect that she did not know whether Union Exhibit 2 was authentic. Counsel for the Employer made no representation about the authenticity of the exhibit.

On December 17, 2025, four business days after the December 11 hearing, the Petitioner filed a motion to accept the translation of Union Exhibit 2, which it stated was created using Instagram's built-in translation tool and admit it in evidence. However, the Petitioner did not file the translated version of the exhibit with that motion. On December 18, 2025, the Petitioner filed a copy of its translation of Union Exhibit 2, stating that the translation was inadvertently omitted from its motion filed on December 17 because of a clerical or technical error occurring during the conversion of the filing to pdf format. The translated copy of Union Exhibit 2 reports on the beginning of the Employer's work on the Marahu Project in Puerto Rico, stating that the Employer was recruiting local workers and had formed work teams, and had installed 500 anchors in one day, and asserts the Employer's expertise in performing solar installation work. The exhibit also notes that the Employer is bringing Chilean expertise to Puerto Rico,<sup>11</sup> and discusses work opportunities for persons required to possess Chilean nationality and active visas to work in the United States or Puerto Rico, for positions as engineers, electrical and electromechanical technicians, civil builders, mechanics, heavy machinery operators, masters and qualified helpers. There are no dates in the exhibit, and the exhibit does not identify any location of work to be performed or being performed in Puerto Rico.

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<sup>11</sup> It appears from the record that the parent company of the Employer is a Chilean company.

On December 19, the Employer filed a motion to strike the Petitioner's translation of Union Exhibit 2 for several reasons. The Employer argues that portions of five of the seven pages of the exhibit were not translated; the translation was not certified; the translation was late-filed and the alleged technical difficulties in filing the translation by December 17, were not adequately explained by the Petitioner. The Employer did not challenge the accuracy of the translated portion of Union Exhibit 2.

On December 22, the Employer filed a request for special permission to appeal and an appeal of the Hearing Officer's admission of the Spanish version of Union Exhibit 2 in evidence without the simultaneous submission of an English translation, citing President Donald J. Trump's Executive Order 14224, "Designating English as the Official Language of the United States" and federal court rules, and asserting that an English translation must be submitted concurrently with the foreign language copy of an exhibit.

## **II. ANALYSIS**

### **A. Union Exhibit 2 is received in evidence, the Employer motion to strike Union Exhibit 2 is denied, the Employer's request for special permission to appeal is granted, and its appeal is denied.**

In deciding the admissibility of Union Exhibit 2 I have considered that representation case hearings are investigatory proceedings and that although the rules of evidence serve as a guide for the hearing officer, they are not required to be strictly followed and are not controlling, as set forth in Section 102.66(a) of the Board's Rules and Regulations. Although the Petitioner filed the translation of Union Exhibit 2 a day later than the due date, it had filed a motion to accept the translation on the due date and apparently inadvertently failed to file the translation with the motion on the due date. The translation appears to be essentially accurate and the document is from the website of Solar Movil, which appears to be a related corporate entity to Solar Movil PR LLC. Although supervisor Mohammed, the only witness who testified about the exhibit at the hearing, did not authenticate the document, the Employer did not deny its authenticity in its post-hearing motions or appeal. With respect to the Employer's objection that certain brief portions of the exhibit were not translated, the untranslated portions are essentially identical to the translated portions, and to the extent they are not identical I find the untranslated portions to be insignificant. Although the translation was done by an Instagram tool, and was not done by a certified translator, there is no requirement that the translation be certified in order to be admitted in evidence in an administrative hearing. The Employer's legal authority does not require that the English translation of a foreign language document be submitted together with the submission of the foreign language document, although the simultaneous submission of English translations in evidence with foreign language documents is preferred where practicable because it avoids delay. Executive Order 14224 does not prevent receipt of the translation. The Executive Order provides that nothing therein requires Agency heads to amend, remove, or otherwise stop production of documents, products, or other services prepared or offered in languages other than English, and the Executive Order does not address administrative hearings or the introduction of foreign language documents in legal proceedings. I also find the Employer's arguments that the translation is defective because it was not certified or because it was not submitted concurrently with the Spanish version to be without merit. For these reasons I

am receiving Union Exhibit 2 in evidence and denying the Employer's motion to strike the exhibit from the record. The Employer's request for special permission to appeal is granted and, for the above reasons, the appeal from the Hearing Officer's ruling is denied.

**B. Board Law applicable to contentions that a representation petition should be dismissed because the cessation of the employer's operations is definite and imminent.**

The Board will not direct an election when it is reasonably certain that conducting an election will serve no purpose; it will dismiss an election petition when cessation of the employer's operations is imminent. *Retro Environmental, Inc./Green Jobworks, LLC*, 364 NLRB 922, 925 (2016), citing *Hughes Aircraft Company*, 308 NLRB 82, 83 (1992); *Martin Marietta Aluminum*, 214 NLRB 646, 646-647 (1974); *Cooper International*, 205 NLRB 1057, 1057 (1973). However, this is a narrow exception to the statutory mandate to hold an election if a question concerning representation exists, and the Board "will not dismiss an election petition based on conjecture or uncertainty concerning an employer's future operations, an employer's contention that it intends to cease operations or reduce its workload sometime in the future, or evidence of cessation that is conditional or tentative." *Retro Environmental, Inc./Green Jobworks, LLC*, 364 NLRB at 925; see also *Canterbury of Puerto Rico, Inc.*, 225 NLRB 309 (1976) (announced cessation of operations in six months was contradicted by employer application for a 12-year extension of its tax exemption and an increase in the size of the workforce).

The burden of proving that cessation is imminent and definite is on the party asserting an imminent cessation of operations and requires concrete evidence, such as an announcement of business closure and/or termination of employees. *Retro Environmental, Inc./Green Jobworks, LLC*, 364 NLRB at 925; *Canterbury of Puerto Rico, Inc.*, 225 NLRB at 309. Factors considered include the period of time between the representation hearing and the expected date of cessation, steps taken by the employer to effectuate the change, and whether the employees have been notified. *Hughes Aircraft Co.*, 308 NLRB at 83; *Davey McKee Corp.*, 308 NLRB 839, 840 (1992); *Larson Plywood Co.*, 223 NLRB 1161 (1976).

The Board has held that where circumstances establish that an employer's operations will terminate within three to four months, no useful purpose is served by directing an election. *Davey McKee Corp.*, 308 NLRB at 840 (denying request for review of dismissal of petition 29 days before scheduled close of projects); *Hughes Aircraft Co.*, 308 NLRB at 83 (subcontracting and elimination of unit work within 90 days based upon evidence of the employer's solicitation of bids, meetings with and execution of agreements with subcontractors, and notification to employees of the timeframe of their anticipated layoff. *Martin Marietta Aluminum*, 214 NLRB 646 (1974) (announcement of plans to close plant approximately four-and-a-half months after representation petition filed and approximately 3 months after Regional Director's Decision); *General Motors Corp. (GMC Truck & Coach Division)*, 88 NLRB 119, 119-120 (1950) (two to four months until cessation).

**C. The cessation of the Employer's operations at the Guayama solar farm project and the termination of the employees in the petitioned-for unit is imminent and definite.**

The petitioned-for unit only involves the Employer's work on the Jobos project and does not encompass any other work the Employer may perform in the future. The Employer represents that it has no additional work in Puerto Rico, and there is no evidence to the contrary. In addition, the Agreement between the Employer and 5B PR is specific about the amounts of CHS piles and Platipus anchors to be installed by the Employer and stated an end date of November 9, 2025, with the option for an extension in the event of a delay. The undisputed evidence shows that at the time of hire employees were advised that their employment would be temporary. Based on evidence submitted at the hearing, issues, such as weather conditions and the need for equipment repairs hindered the Employer's ability to complete the installations by the November 9 deadline, and the Employer's agreement with 5B PR was extended until a date in January 2026. In addition, employees were informed of that extension, and the testimony of field supervisor Mohammed that the employment of all employees will be terminated when the work is completed in January 2026, is undisputed.

The evidence about the progress in completing the Employer's work on the Jobos project also supports the testimony that the project is expected to be completed and the workforce is expected to be laid off in January 2026. Field supervisor Mohammed's testimony establishes that at the time of the hearing, the Employer had completed approximately 82 percent of the work it was contracted to perform. With respect to the Platipus anchor installations, that means approximately 13,120 of the total of 16,000 Platipus anchor installations had already been completed as of December 11. This percentage does not appear to be exaggerated or improbable and there is no evidence that Mohammed's testimony is inaccurate. The rate of installations from the start of the Employer's operations on about September 15 until October 28, 2025, a period of 40 days, lends credence to Mohammed's testimony. Thus, as noted above, according to the Three Pages Report, as of October 28, the Employer had completed 7,702 Platipus anchor installations, or 48 percent of total to be installed. The period thereafter from October 29 until December 10, the day before the hearing, was 42 days long, approximately the same as the period from September 15 to October 28. Based on Mohammed's testimony, this means that the Employer installed approximately 5,418 additional Platipus anchors in that 42-day period, a slower rate of installation than during the initial 40-day period, apparently as the result of weather and equipment issues, as previously noted. Although there is no evidence about the total number of CHS installations completed as of the date of the hearing, Mohammed's testimony that the project was 82 percent completed as of December 11, 2025, and will end in January 2026, is undisputed.

The Petitioner contends that the Employer will remain operating because there is no indication that it has filed an expiration, dissolution, or liquidation of its operations with the Puerto Rico Department of State. Relying on Union Exhibit 2, the Petitioner also argues that on social media the Employer intends to keep its operations in Puerto Rico open after the completion of the Jobos project. However, the Petitioner's contentions are not supported by evidence that the employment of the petitioned-for unit will continue beyond January 2026. Although Union Exhibit 2 announces the recruitment of Chilean citizens with visas to work in Puerto Rico to perform certain jobs, the document is undated and does not identify the job for



which those employees were recruited, which may have been the Jobos project. Other information in Union Exhibit 2 features the Employer's General Manager Roberto Diaz, who is apparently the Employer's former General Manager at the Jobos project about whom field supervisor Mohammed testified. Accordingly, Union Exhibit 2 does not establish that the Employer has been awarded work on any projects in Puerto Rico or has bid on any projects in Puerto Rico other than the Jobos project.

The Petitioner also argues that the Employer is not ceasing operations because it has not notified employees of a permanent layoff or business closure. However, as noted above, at the time of hire employees were notified that the job was temporary and had a November 9 end date, and the employees have been informed that the contract has been extended, but only until January 2026. Although the contract may be extended beyond January if necessary, based on the progress of the project as of December 11, 2025, it appears certain that the Employer's involvement in the Jobos project will end in January or very soon thereafter.

For these reasons I find that the Employer has met its burden to show that its cessation of operations at the solar farm in Guayama, Puerto Rico and the layoff of all employees in the petitioned-for unit are imminent and definite. Therefore, directing an election in this case would serve no useful purpose. Accordingly,

**IT IS ORDERED** that the petition is dismissed.

### **RIGHT TO REQUEST REVIEW**

Pursuant to § 102.67(c) of the Board's Rules and Regulations, you may obtain a review of this action by filing a request with the Executive Secretary, National Labor Relations Board, 1015 Half Street SE, Washington, DC 20570-0001. A copy of the request for review must be served on each of the other parties as well as on the undersigned, in accordance with the requirements of the Board's Rules and Regulations. The request for review must contain a complete statement of the facts and reasons on which it is based.

**Procedures for Filing Request for Review: Pursuant to Section 102.5 of the Board's Rules and Regulations, a request for review must be filed by electronically submitting (E-Filing) it through the Agency's web site ([www.nlrb.gov](http://www.nlrb.gov)), unless the party filing the request for review does not have access to the means for filing electronically or filing electronically would impose an undue burden.** A request for review filed by means other than E-Filing must be accompanied by a statement explaining why the filing party does not have access to the means for filing electronically or filing electronically would impose an undue burden. Section 102.5(e) of the Board's Rules do not permit a request for review to be filed by facsimile transmission. A copy of the request for review must be served on each of the other parties to the proceeding, as well as on the undersigned, in accordance with the requirements of the Board's Rules and Regulations. The request for review must comply with the formatting requirements set forth in § 102.67(i)(1) of the Board's Rules and Regulations. Detailed instructions for using the NLRB's E-Filing system can be found in the [E-Filing System User Guide](#).

A request for review must be received by the Executive Secretary of the Board in Washington, DC, by close of business **(5 p.m. Eastern Time) on February 4, 2026**, unless filed electronically. If filed electronically, it will be considered timely if the transmission of the entire document through the Agency's website is **accomplished by no later than 11:59 p.m. Eastern Time on February 4, 2026**.

Filing a request for review electronically may be accomplished by using the E-Filing system on the Agency's website at [www.nlr.gov](http://www.nlr.gov). Once the website is accessed, click on **E-File Documents**, enter the NLRB Case Number, and follow the detailed instructions. The responsibility for the receipt of the request for review rests exclusively with the sender. A failure to timely file the request for review will not be excused on the basis that the transmission could not be accomplished because the Agency's website was off line or unavailable for some other reason, absent a determination of technical failure of the site, with notice of such posted on the website.

Upon good cause shown, the Board may grant special permission for a longer period within which to file a request for review. A request for extension of time, which must also be filed electronically, should be submitted to the Executive Secretary in Washington, and a copy of such request for extension of time should be submitted to the Regional Director and to each of the other parties to this proceeding. A request for an extension of time must include a statement that a copy has been served on the Regional Director and on each of the other parties to this proceeding in the same manner or a faster manner as that utilized in filing the request with the Board.

Any party may, within 5 business days after the last day on which the request for review must be filed, file with the Board a statement in opposition to the request for review. An opposition must be filed with the Board in Washington, DC, and a copy filed with the Regional Director and copies served on all the other parties. The opposition must comply with the formatting requirements set forth in §102.67(i)(1). Requests for an extension of time within which to file the opposition shall be filed pursuant to §102.2(c) with the Board in Washington, DC, and a certificate of service shall accompany the requests. The Board may grant or deny the request for review without awaiting a statement in opposition. No reply to the opposition may be filed except upon special leave of the Board.

Dated: January 21, 2026.



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