

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

WRIGHTSVILLE FIREWATER LLC D/B/A
JOHN WRIGHT RESTAURANT

and

Case No. 05-CA-331875

MACKENZIE CATERBONE
An Individual

*Emma P. Barudi, Esq., and Brendan Keough, Esq., for the General Counsel.
Stephen J. Fleury, Jr., Esq., (Saxton & Stump, LLC, Lancaster, Pennsylvania)*
for the Respondent.

DECISION

STATEMENT OF THE CASE

Arthur J. Amchan, Administrative Law Judge. This case was tried in Baltimore, Maryland on March 4, 2026. Mackenzie Caterbone filed the charge in this matter on December 8, 2023. The General Counsel issued a complaint on June 23, 2025. The General Counsel alleges that Respondent discharged Ms. Caterbone for engaging in protected concerted activity in violation of Section 8(a)(1) of the Act.

The General Counsel also alleges that Respondent violated the Act in maintaining a rule forbidding employees to discuss salaries, wages and tips with each other and in interrogating an employee. The General Counsel and Respondent filed post-trial briefs which I have read and considered.

Findings of Fact

Respondent operates a restaurant and banquet facility in Wrightsville, Pennsylvania. In the year prior to May 31, 2025, it derived gross revenues in excess of \$500,000. During that period, it purchased and received goods directly from points outside of Pennsylvania valued in excess of \$5,000. Respondent is an employer engaged in commerce within the meaning of the Act.

Mackenzie Caterbone worked for Respondent for about 6 years as a server in its restaurant and as a bartender for weddings, corporate functions and similar events. These special events were held in a banquet hall a floor above the restaurant. Respondent, by owner James Switzenberg, terminated her employment on December 6, 2023.

The “rule”

Heather Sellers, an operations assistant working for Respondent, sent the following memo to employees on March 23, 2023:

Just a few housekeeping items, Jim will go over all of these items again when we have **ALL STAFF MEETING on Tuesday, April 18th at noon**. Please make sure you are in attendance! If you have a conflict, please speak with your manager.

-If you wish to hangout at the bar when you are off the clock you must change out of your JWR uniform, this includes all outside bars, Burning Bridge, Red Rose, TI, etc.

-If you are a guest and drink at JWR, you are not permitted in the kitchen area for many safety reasons.

-Salaries, hourly wages, and tip-outs are all very personal and should not be discussed with your co-workers. If you have a concern about your wages or tip out, we will be happy to have a sit down with you, your manager and Jim to go over any questions you may have.

-If you are having issues with a co-worker and cannot resolve them on your own, we will schedule a time to sit down with all involved parties and Jim to resolve the issue.

G.C. Exh. 2.

Respondent by Heather Sellers promulgated or reiterated a rule forbidding employees from discussing wages and tips.

On its face, the March 23, 2023 memo from Heather Sellers to employees includes a rule prohibiting employees from discussing wages, salaries and tips. Respondent submits that Ms. Sellers was not its agent in distributing the memo and therefore the memo cannot be attributable to it.

To the contrary, I find that Heather Sellers was acting as an agent of Respondent when distributing the memo. An individual is an agent of an employer when they communicate to employees in such a manner that employees would reasonably believe that the individual is speaking and acting for the employer. *Community Cash Stores*, 238 NLRB 265 (1978).

The memo concerns a host of issues other than wages and tips. An employee receiving this memo would reasonably believe that Sellers had apparent authority to send it. There is no evidence that management contradicted the memo.

5 Even a one-time prohibition against employees discussing wages, such as Sellers' memo violates Section 8(a)(1), *Triana Industries*, 245 NLRB 1258 (1979).

MacKenzie Caterbone's Termination

10 On Sunday, December 3, 2023, after a corporate banquet at Respondent's restaurant, MacKenzie Caterbone, Aliviya McNutt, the banquet manager, employees Parker Geesey, McKenzie Cook¹ and Alyson Lehman discussed the distribution of the \$2,800 tip left after a banquet on Friday, December 1, R. Exh. 3. All of these individuals were rank and file employees except McNutt, who Respondent stipulated was a statutory supervisor and agent
15 during all times material to the allegations in the Complaint, Jt. Exh. 1, # 3.

Cody Waltemeyr, who had resigned his employment with Respondent as a banquet manager, effective November 30, 2023, was also present. While at Respondent's restaurant Waltemeyr may have offered Allyson Lehman a job and may have been at the restaurant for that
20 purpose. If true, this has no bearing on the outcome of this case.

On Wednesday, December 6, 2023, James Switzenberg, the owner of Respondent's restaurant and banquet hall, sent employee Mackenzie Caterbone the following text message, Jt. Exh. 2:
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So, on Sunday, you did a bunch of things with several witnesses. Talking about pay is grounds to be fired, but telling people I am illegally stealing my staff's tips is amazing. Anyway, there is no reason to talk about any of this because it won't change the fact that you're fired and not welcome here again, ever. Your tip will go through the next payroll
30 cycle of 12/22. I am blocking you, so don't bother responding. I am very disappointed and offended.

This is the only documentation Respondent gave to Caterbone regarding her termination. She never received any verbal explanation either. Respondent never discussed the events of
35 December 1 or 3 with Caterbone.

Despite the language of this text, James Switzenberg testified that Caterbone was not terminated for discussing wages or tips, but for going into the office of Molly Cook, Respondent's Assistant Director of Operations, and looking at his tip distribution sheet, which
40 was confidential. Respondent has neither established that Caterbone went into Cook's office or that the tip allocation sheet was in that office on December 3.² Respondent did not call Bowen Butler, its payroll manager, to testify. He may have been the last person to see the tip allocations sheet prior to December 3.

¹ Ms. Cook's first name may also be MacKenzie. Exh. R-3.

² Molly Cook's testimony does not establish the location of the tip allocation sheet on December 3.

Switzenberg testified that Aliviya McNutt, the manager on duty on December 1, called him on December 3, very upset by Cody Waltemyer's presence at the banquet hall that night.³ McNutt did not testify in this proceeding. Switzenberg testified that McNutt was upset by Waltemyer and Caterbone talking about her pay rate and tips. Switzenberg testified he met with McNutt on December 4 and with Molly Cook on December 6.

Respondent did not give a good reason for not calling Ms. McNutt as a witness. G.C. Exh. 4 indicates that relations between Respondent and Ms. McNutt, who no longer works for Respondent, are not cordial. However, that does not mean that if subpoenaed to testify she would lie under oath.⁴

Respondent introduced Exhibit R-4, a statement by Aliviya McNutt as to what transpired on December 1 and 3. It is neither signed, nor sworn. As Ms. McNutt did not testify, this is classic hearsay. Had Ms. McNutt testified, cross-examination would likely have focused on the circumstances by which this document was prepared. I am inclined to give it little weight except for the fact that it does not corroborate Switzenberg's testimony that Caterbone learned about the tips by going into Molly Cook's office. On the other hand, I deem the exhibit to constitute an admission by an agent of Respondent that Caterbone suggested to McNutt that something needed to be done about Switzenberg's tip allocation practices, Rule 801(d)(2) of the Federal Rules of Evidence. A statement of a party opponent is not required to be sworn to be admissible,

The relevant portion of Exh. R -4 reads as follows:

On Friday December 1, my pay was brought to my attention by MacKenzie Caterbone. She knew the pay I was offered and what I am receiving now (14 an hour). She asked if I was put to 16 an hour yet. No one was told about how I was receiving my raises besides managers. She had also mentioned that Jim tips himself and its "illegal," that he has been doing it for years. She had said that at least Parker made more than Jim on that Friday night. On Sunday the 3rd She asked me what her tip was for that Friday and I had said I wasn't sure . I did mention to Parker the breakdown of the tip we received the 1st of December. Kenzie later went for alcohol and when she came back, she was aware of her split from the tip. She asked me if it was 300 and I said I'm pretty sure. Later that evening on the 3rd (Sunday), Cody had come in and talked to Kenzie and later asked if I have received my raise yet. I had said no not that I'm aware of and he let me know to "stay on top of Jim or it won't happen, it will stay the same." Closer to the end of the night Kenzie and Cody were talking and Kenzie said she was going to blow Molly out of the water in her meeting coming up with Jim and Molly because she said Molly works sneaky for money and doesn't properly do her job. She also had said Molly should be the one upstairs.

³ The General Counsel notes that Switzenberg's affidavit doesn't mention such a phone call.

⁴ Respondent has also not explained why it could not have subpoenaed MacKenzie (or McKenzie) Cook and/or Allyson Lehman, who also had first-hand knowledge of what transpired on December 3. The record contains no explanation as to why Bowen Butler signed the first page of an Incident Report, R. Exh. 4, the cover sheet for Ms. McNutt's unsigned, unsworn statement. It suggests that Mr. Butler played some role in MacKenzie Caterbone's termination or in the gathering of facts related to the conversations on December 3.

In fact, Respondent has no credible support for the proposition that Caterbone went into Molly Cook's office and obtained confidential tip allocation information there. Exhibit R-4 suggests that McNutt shared the information concerning the tip allocation with employee Parker Geesey, undercutting Respondent's contention that the tip allocation was confidential.

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Switzenberg testified he took part of the tip because he did much of the cooking for the December 1 banquet and other tasks, Tr. 150. Parker Geesey, the chef for the December 1 banquet, and McNutt received a \$450 tip each. Switzenberg received \$400. Mackenzie Caterbone received \$300. I have no opinion as to whether the distribution of the tip was equitable or whether it complied with the Fair Labor Standards Act, which addresses this issue.

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Evidence of Comparable Discipline

Respondent contends that it terminated Sarah N for an offense similar to that for which it terminated Caterbone.

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The General Counsel's subpoena, Exhibit 1(q) paragraph 28 requested for the period January 1, 2023 to present:

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Documents that show comparable instances in which Respondent disciplined or terminated an employee at Respondent's facility for the same and/or similar reason as it terminated Mackenzie Caterbone during the period covered by the subpoena (January 1, 2023 to the conclusion of the hearing). Respondent did not produce any documents fitting this description.

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At the trial, James Switzenberg testified that a few months before March 23, 2023, Respondent terminated Sarah N for similar behavior to that for which it terminated Caterbone. He testified that Sarah N went into Respondent's computer system using a manager's access card, accessed servers' information regarding their tips and their sales, and then discussed with staff privileged information she had accessed, Tr 151.

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The General Counsel objected because no documents regarding Sarah N's termination were produced in response to the subpoena. If the termination occurred after January 1, 2023, any documents relating to Sarah N's termination should have been produced.

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Respondent's testimony indicates that the March 23 memo was related to Sarah N's termination. If accurate, any documentation regarding Sarah N's termination should have been turned over to the General Counsel. I accord little to no weight to the evidence about Sarah N, which I deem largely and possibly totally irrelevant to the disposition of this case.

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Respondent violated Section 8(a)(1) in discharging MacKenzie Caterbone

In order to establish a violation of Section 8(a) (3) and/or (1), the Board generally requires the General Counsel to make an initial showing sufficient to support an inference that the alleged discriminatee's protected conduct was a 'motivating factor' in the employer's decision. Then the burden shifts to the employer to demonstrate that the same action would have taken place even in the absence of protected conduct, *Wright Line*, 251 NLRB 1083 (1980), enfd.

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662 F.2d 889 (1st Cir. 1981), cert. denied 455 U.S. 989 (1982), approved in *NLRB v. Transportation Management Corp.*, 462 U.S. 393, 399-403 (1983); *American Gardens Management Co.*, 338 NLRB 644 (2002); *General Motors*, 369 NLRB No. 127 (2022).

5 This burden normally requires that the General Counsel establish that the discriminatee engaged in protected concerted activity, that the Respondent was aware of the activity and its concerted nature, that Respondent bore animus towards the discriminatee as a result of this awareness and was motivated by this animus in discharging or otherwise discriminating against the employee.

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If a respondent's reasons are pretextual--either false or not actually relied on--the respondent fails by definition to meet its burden of showing it would have taken the adverse personnel action for non-discriminatory reasons absent the protected or union activity. See *Pro-Spec Painting, Inc.*, 339 NLRB 946, 949 (2003). Moreover, a showing of pretext also supports the initial showing of animus and discrimination. See *Wright Line*, supra, 251 NLRB at 1088 n. 12, citing *Shattuck Denn Mining Corp. v. NLRB* 362 F.2d 466, 470 (9th Cir. 1966).

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James Switzenberg's December 6, 2023 message to MacKenzie Caterbone states that he is terminating her employment for talking about pay. I decline to credit his testimony that this was not the reason for her discharge. Discussion of wages and pay issues is inherently concerted and protected, *Aroostook County Regional Ophthalmology Center*, 317 NLRB 218, 220 (1995) enf. denied in pert. part 81 F.3d 209, 214 (D.C. Cir. 1996). Thus, Respondent violated Section 8(a)(1) in discharging Caterbone. Moreover, Caterbone complained about the tip distribution to McNutt, who was a supervisor, and appears from R Exh. 4 to have asked McNutt to do something about it.⁵

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Parker Geesey was the banquet chef on December 1. He testified that on December 3, Caterbone and Cody Waltemyer asked him how much he made in tips and that he declined to answer. Then Geesey testified he overheard a conversation between Caterbone, Waltemeyr, Aliviya McNutt and other servers about tips. Further, Geesey testified that he heard that Caterbone and Waltemyer had gone into Molly Cook's office to look for tip-out allocations. On Wednesday, he spoke with Jim Switzenberg about what he had observed or overheard, Tr. 193, 199. Assuming Geesey's testimony to be true, which I do not,⁶ Switzenberg knew Caterbone

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⁵ While Exhibit R-4 is hearsay, it is also the admission of an agent of Respondent and thus can be used against Respondent. In his dissent in *Hoodview Vending Co.*, 362 NLRB 690, 694, Member Miscimarra states that the courts of appeals that have considered the "inherently concerted" theory have rejected it. However, I am bound by Board law. Moreover, the McNutt affidavit establishes that Caterbone was preparing for group action or at least that Caterbone's comments to McNutt had some relation to group action in the interest of employees, *Mushroom Transportation*, 330 F. 2d 683, 685 (3d Cir. 1964). R. Exh. 4 takes Caterbone's comments out of the realm of "mere griping."

⁶ I do not credit Geesey's testimony for the following reasons: Switzenberg was in the hearing room when Geesey testified. Geesey, who remained an employee of Respondent, thus would have had every incentive to support Respondent's version of the facts. This is all the more true given Switzenberg's coercive interrogation of Geesey in December 2023. Finally, Geesey's testimony at Tr. 191- 192 is very imprecise as to who said that Ms. Caterbone had gone to Molly Cook's office to look for the tip distribution sheet. At Tr. 197, when asked by the General Counsel what exactly he told Switzenberg, Geesey did not say anything about Caterbone going into Molly Cook's to look for the tip allocation

had gone into Molly Cook's office to look for the tip allocation when he terminated her. Yet he did not mention that when he texted Caterbone to terminate her.⁷ Thus, I find that reason is fabricated and that Switzenberg terminated Caterbone for precisely the reasons stated in his December 6 text message.

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Caterbone's accusations about Switzenberg's tip on December 1, 2023 are also protected, *Senior Citizens Coordinating Council*, 330 NLRB 1100, 1102-04 (2000). The apportionment of tips had a direct impact on the terms and conditions of employment. The fact that Caterbone's complaint may have involved perceived unfairness towards another employee, rather than herself, is irrelevant to its protected status, *Butler Medical Transport*, 365 NLRB No. 1095 (2017). *Richboro Community Mental Health Council*, 242 NLRB 11267-68 (1979)

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The merits of Caterbone's complaint are irrelevant to its protected status unless the statements she made were knowingly false and deliberately malicious. *Universal Fuels*, 298 NLRB 254, 255 (1990); *Johnnie Johnson Tire Co.* 271 NLRB 293 (1984) enfd. 767 F. 2d 916 (5th Cir. 1985), *Walls Mfg. Co.* 137 NLRB 1317, 1319 (1962). Respondent has not established that Caterbone's statements were knowingly false and deliberately malicious.

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Respondent violated Section 8(a)(1) in interrogating employees Parker Geesey and Allyson Lehman on or about December 4 - 6, 2023.

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At trial, the General Counsel moved to amend the complaint to allege that Respondent violated Section 8(a)(1) by interrogating Parker Geesey on December 6, 2023, Tr. 176. Rule 102.17 of the Board's Rules of Procedure allows amendments to the complaint upon such terms as may be deemed just, prior to transfer of the case to the Board. Amendment in this instance is justified in that the evidence of the alleged violation came into the record via James Switzenberg's testimony on direct examination, Tr. 166. *Amglo Kemlite Labs, Inc.*, 360 NLRB 319 (2014) enfd. 833 F. 3d 824 (7th Cir. 2016); *Williams Pipeline Co.*, 315 NLRB 630 (1994); *Pergament United Sales*, 296 NLRB 333, 334 (1989) [Board may remedy a violation in the absence of a specified allegation in the complaint if the issue is closely connected to the subject matter of the complaint and has been fully litigated. This rule has been applied with particular force where the finding of a violation is established by the testimonial admissions of the Respondent's own witnesses].

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James Switzenberg testified that he discussed the events of December 3 with Parker Geesey and Allyson Lehman, before deciding to terminate Caterbone, Tr. 166-67. The affidavit he gave to the Board on May 6, 2024 does not mention these conversations, Tr. 185. Switzenberg initiated these discussions. Switzenberg's testimony that, "it almost seemed like he didn't want to tell me" establishes the conversation was not started by Geesey, Tr. 173. Geesey testified that Switzenberg wanted to know who was talking about tips. Geesey stated that he told Switzenberg

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sheet. He testified that he only told Switzenberg about being approached by Caterbone about his tips. His more precise testimony when led on redirect examination, Tr. 198-99 is that he told Switzenberg; that he heard Waltemyer and Caterbone talking about going into Cook's office and looking for tip dividends. In any event, I find Geesey's testimony not to be credible.

⁷ The door to Molly Cook's office was unlocked. The record does not establish that employees were instructed not to enter that office if Cook was not present. If sensitive information was kept in that office, one would think it would have been secured.

the names of the employees involved in the December 3 conversation, Tr. 197. Geesey's hesitation in providing information to Switzenberg is compelling evidence of the coercive nature of his inquiry, thus constituting a Section 8(a)(1) violation after considering the factors set forth in *Rossmore House*, 269 NLRB 1174 (1986).

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Questioning an employee about the protected activities of that employee and others violates the Act in the absence of any legitimate need for the information sought. No such legitimate reason justified the interrogation of Geesey and Lehman. Also, there is no evidence that Switzenberg gave either Geesey or Lehman assurances of no reprisal, *J. P. Stevens & Co.*, 240 NLRB 33 (1979) enfd. 612 F.2d 881 (4th Cir. 1980).

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Remedy of the Unfair Labor Practices

The Respondent, having illegally discharged MacKenzie Caterbone, must offer her reinstatement and make her whole for any loss of earnings and other benefits. 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 No. 8 (2010). Respondent shall compensate MacKenzie Caterbone for her search-for-work and interim employment expenses regardless of whether those expenses exceed her interim earnings, computed as described above.

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Respondent shall file a report with the Regional Director for Region 5 allocating backpay to the appropriate calendar quarters. Respondent shall also compensate MacKenzie Caterbone for the adverse tax consequences, if any, of receiving one or more lump-sum backpay awards covering periods longer than 1 year, *AdvoServ of New Jersey*, 363 NLRB No. 143 (2016). Also, within 21 days of the date the amount of backpay is fixed either by agreement or Board order, or such additional time as the Regional Director may allow for good cause shown, file with the Regional Director for Region 5 a copy of the corresponding W-2 form for MacKenzie Caterbone reflecting the backpay award.

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

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ORDER⁸

The Respondent, Wrightsville Firewater LLC, d/b/a John Wright Restaurant, Wrightsville, Pennsylvania, its officers, agents, successors, and assigns, shall

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1. Cease and desist from

⁸⁸ If no timely exceptions are filed as provided by Sec. 102.46 of the Board's Rules and Regulations, the findings, conclusions, and recommended Order shall, as provided in Sec. 102.48 of the Rules, be adopted by the Board and all objections to them shall be deemed waived for all purposes.

- a. Terminating employees because it knew or suspected that they engaged in protected concerted activity.
- b. Interrogating employees about their protected activities and the protected activity of other employees.
- c. Maintaining rules or policies that forbid employees from discussing wages, salaries and tips;
- d. In any like or related manner, interfering with, restraining, or coercing employees in the exercise of the rights guaranteed them by Section 7 of the Act.

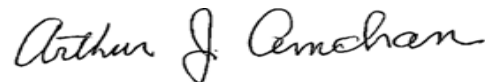
2. Take the following affirmative action necessary to effectuate the policies of the Act.

- a. Within 14 days from the date of the Board's Order, offer MacKenzie Caterbone 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 MacKenzie Caterbone whole for any loss of earnings and other benefits suffered as a result of the discrimination against her, in the manner set forth in the remedy section of the decision. Compensate MacKenzie Caterbone for her search-for-work and interim employment expenses regardless of whether those expenses exceed her interim earnings.
- c. Compensate MacKenzie Caterbone for the adverse tax consequences, if any, of receiving a lump-sum backpay award, and file with the Regional Director for Region 5, 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 years
- d. Within 14 days from the date of the Board's Order, remove from its files any reference to the unlawful discharge and within 3 days thereafter notify MacKenzie Caterbone in writing that this has been done and that the discharge will not be used against her in any way.
- e. 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.
- f. Within 14 days after service by the Region, post at its facility copies of the attached notice marked "Appendix." Copies of the notice, on forms provided by the Regional Director for Region 5, 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, the notices shall be distributed electronically, such as by email, posting on any other intranet or an

internet site, and/or other electronic means, that Respondent customarily communicates with its employees. Reasonable steps shall be taken by the Respondent to ensure that the notices are not altered, defaced, or covered by any other material. In the event that, during the pendency of these proceedings, the Respondent has gone out of business or closed the facility 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 since December 6, 2023.

- g. Within 21 days after service by the Region, file with the Regional Director 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. April 21, 2026



Arthur J. Amchan
Administrative Law Judge

APPENDIX

NOTICE TO EMPLOYEES

Posted 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 maintain or attempt to enforce overly broad rules that prohibit you from discussing wages, hours, and tips

WE WILL NOT discharge or otherwise discriminate against any of you for engaging in or planning to engage in protected concerted activity.

WE WILL NOT interrogate you about your protected activities or the protected activities of other employees.

WE WILL NOT in any like or related manner interfere with, restrain, or coerce you in the exercise of the rights guaranteed you by Section 7 of the Act.

WE WILL revise or rescind our overly broad rule.

WE WILL, within 14 days from the date of the Order, offer MacKenzie Caterbone 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 MacKenzie Caterbone whole for any loss of earnings and other benefits resulting from her discharge, less any net interim earnings, plus interest compounded daily.

WE WILL compensate MacKenzie Caterbone for the adverse tax consequences, if any, of receiving a lump-sum backpay award and WE WILL file a report with the Regional Director for Region 5 allocating the backpay award to the appropriate calendar quarters.

WE WILL compensate MacKenzie Caterbone for her search-for-work and interim employment expenses regardless of whether those expenses exceed her interim earnings.

WE WILL, within 14 days of this Order, remove from our files any reference to the unlawful discharge of MacKenzie Caterbone. WE WILL, within 3 days thereafter notify MacKenzie Caterbone in writing that this has been done and that the discharge will not be used against her in any way.

WE WILL file with the Regional Director for Region 5, within 21 days of the date that the amount of backpay is fixed, either by agreement or board order or such additional time as the Regional Director may allow for good cause shown, a copy of the W-2 form for MacKenzie Caterbone reflecting the backpay award.

Wrightsville Firewater LLC, d/b/a John Wright Restaurant,

(Employer)

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.nlr.gov.

National Labor Relations Board, Region 5, 101 West Lombard St, Ste. 700, Baltimore, MD 21201. (410) 962-2822, 2785 Hours: 8:15 a.m. to 4:45 p.m.

The Administrative Law Judge’s decision can be found at www.nlr.gov/case/05-CA-331875 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, (410) 962-2864.