

UNITED STATES DISTRICT COURT  
FOR THE DISTRICT OF PUERTO RICO

**ORLANDO MÉNDEZ LÓPEZ;  
JOSÉ COTTO MELÉNDEZ;  
JOSÉ A. RAMOS RAMOS;  
CIPRIÁN CENTENO RODRIGUEZ;  
JULIO OLIVARI;  
ANDRÉS SANTIAGO RIVERA;  
ÁNGEL CLASS SANTIAGO;  
DANIEL MALDONADO;  
JAVIER RODRIGUEZ SANTIAGO;  
JUAN A. VELAZQUEZ RIVERA;  
JAVIER MEJÍAS;  
REINALDO SANTOS;  
ENRIQUE LEÓN RODRIGUEZ;  
JAVIER RAMIREZ RIVERA;  
ELISAMUEL ROBLES SÁNCHEZ;  
DAVID RODRIGUEZ;  
FÉLIX PÉREZ ANDÚJAR;  
RIGOBERTO LÓPEZ;  
RENÉ SANTIAGO GARCIA,**

Plaintiffs,

v.

**UNIVERSITY OF PUERTO RICO;  
ZAYIRA JORDÁN, in her official  
capacity as President of the University of  
Puerto Rico; UNIVERSITY OF  
PUERTO RICO WORKERS' UNION**

Defendants.

**CIVIL NO. 25-01682 (SCC)**

Constitutional Violation Action (42  
U.S.C. § 1983), Declaratory Judgment,  
Injunctive Relief, Compensatory,  
Nominal, and Punitive Damages. Jury  
Trial Demanded.

**AMENDED COMPLAINT**

**TO THE HONORABLE COURT:**

Plaintiffs Orlando Méndez López (“Méndez”), José Cotto Meléndez (“Cotto”),  
José A. Ramos Ramos (“Ramos”), Ciprián Centeno Rodríguez (“Centeno”), Julio

Olivari (“Olivari”), Andrés Santiago Rivera (“Santiago Rivera”), Ángel Class Santiago (“Class”), Daniel Maldonado (“Maldonado”), Javier Rodriguez Santiago (“Rodriguez Santiago”), Juan A. Velaquez Rivera (“Velazquez”), Javier Mejías (“Mejías”), Reinaldo Santos (“Santos”), Enrique León Rodriguez (“León”), Javier Ramirez Rivera (“Ramirez”), Elisamuel Robles Sánchez (“Robles”), David Rodriguez (“Rodriguez”), Félix Pérez Andújar (“Pérez”), Rigoberto López (“López”), and René Santiago Garcia (“Santiago Garcia”) (collectively, “Plaintiffs”), through the undersigned counsel, hereby file this Amended Complaint pursuant to the Civil Rights Act of 1871, 42 U.S.C. § 1983 (“Section 1983”) and seek declaratory, injunctive, and monetary relief against Defendants University of Puerto Rico Workers’ Union (“the Union”), Zayira Jordán (“Jordán”), in her official capacity as President of the University of Puerto Rico, and the University of Puerto Rico (“UPR”)<sup>1</sup> (collectively, “Defendants”).

## BACKGROUND

1. The First Amendment’s guarantees of freedom of speech and freedom of association protect public-sector employees from government discrimination and retaliation for exercising their First Amendment right not to join a labor union.

2. Plaintiffs are employed by UPR and are subject to the Union’s exclusive representation. Plaintiffs are not dues-paying Union members, as is their First Amendment right under *Janus v. AFSCME Council 31*, 585 U.S. 878 (2018).

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<sup>1</sup> The initials of the University of Puerto Rico (“UPR”) will be used throughout this Amended Complaint to refer to both the University of Puerto Rico and Jordán, acting in her official capacity as President of the University of Puerto Rico.

3. Absent a compelling reason, it is unconstitutional for a public employer to deprive employees of a monetary benefit because they exercised their First Amendment right to not associate with a union or financially support its speech. *Carbonell v. Lopez-Figueroa*, 749 F.Supp. 3d 266 (D.P.R. 2024).

4. In 2025, UPR awarded Union members a \$3,000 increase in wages split in two installments: January 15, 2025, and July 15, 2025. UPR did not award these additional wage payments to Plaintiffs for exercising their First Amendment right to not be Union members.

5. Defendants are unlawfully discriminating and retaliating against Plaintiffs by withholding \$3,000 from their wages for exercising their First Amendment right not to be Union members.

### **PARTIES**

6. Plaintiff Orlando Méndez López (“Méndez”) resides in Cayey, Puerto Rico and works at UPR’s Cayey campus. UPR employs Méndez as a maintenance worker within a bargaining unit the Union exclusively represents.

7. Plaintiff José Cotto Meléndez (“Cotto”) resides in Cayey, Puerto Rico and works at UPR’s Cayey campus. UPR employs Cotto as an automotive technician within a bargaining unit the Union exclusively represents.

8. Plaintiff José A. Ramos Ramos (“Ramos”) resides in Cayey, Puerto Rico and works at UPR’s Cayey campus. UPR employs Ramos as a maintenance worker within a bargaining unit the Union exclusively represents.

9. Plaintiff Ciprián Centeno Rodriguez (“Centeno”) resides in Cidra,

Puerto Rico and works at UPR's Cayey campus. UPR employs Centeno as a plumber within a bargaining unit the Union exclusively represents.

10. Plaintiff Julio Olivari ("Olivari") resides in Ponce, Puerto Rico and works at UPR's Ponce campus. UPR employs Olivari as a maintenance worker within the bargaining unit the Union exclusively represents.

11. Plaintiff Andrés Santiago Rivera ("Santiago Rivera") resides in Ponce, Puerto Rico, and works at UPR's Ponce campus. UPR employs Santiago Rivera as an Assistant in Skilled Work within the bargaining unit the Union exclusively represents.

12. Plaintiff Ángel Class Santiago ("Class") resides in Guayanilla, Puerto Rico, and works at UPR's Ponce campus. UPR employs Class as a maintenance worker within the bargaining unit the Union exclusively represents.

13. Plaintiff Daniel Maldonado ("Maldonado") resides in Ponce, Puerto Rico, and works at UPR's Ponce campus. UPR employs Maldonado as a maintenance worker within the bargaining unit the Union exclusively represents.

14. Plaintiff Javier Rodriguez Santiago ("Rodriguez Santiago") resides in Coamo, Puerto Rico and works at UPR's Ponce campus. UPR employs Rodriguez Santiago as a maintenance worker within the bargaining unit the Union exclusively represents.

15. Plaintiff Juan A. Velazquez Rivera ("Velazquez") resides in Yabucoa, Puerto Rico and works at UPR's Humacao campus. UPR employs Velazquez as a painter within the bargaining unit the Union exclusively represents.

16. Plaintiff Javier Mejias (“Mejias”) resides in Gurabo, Puerto Rico and works at UPR’s Humacao campus. UPR employs Mejias as Worker I within the bargaining unit the Union exclusively represents.

17. Plaintiff Reinaldo Santos (“Santos”) resides in Yabucoa, Puerto Rico and works at UPR’s Humacao campus. UPR employs Santos as a painter within the bargaining unit the Union exclusively represents.

18. Plaintiff Enrique León Rodríguez (“León”) resides in Maunabo, Puerto Rico and works at UPR’s Humacao campus. UPR employs León as an electrician within the bargaining unit the Union exclusively represents.

19. Plaintiff Javier Ramirez Rivera (“Ramirez”) resides in Humacao, Puerto Rico and works at UPR’s Humacao campus. UPR employs Ramirez as a maintenance worker within the bargaining unit the Union exclusively represents.

20. Plaintiff Elisamuel Robles Sánchez (“Robles”) resides in Humacao, Puerto Rico and works at UPR’s Humacao campus. UPR employs Robles as an Assistant Refrigeration Technician within the bargaining unit the Union exclusively represents.

21. Plaintiff David Rodríguez (“Rodríguez”) resides in Humacao, Puerto Rico and works at UPR’s Humacao campus. UPR employs Rodríguez as an Assistant Electrician within the bargaining unit the Union exclusively represents.

22. Plaintiff Félix Pérez Andújar (“Pérez”) resides in Yabucoa, Puerto Rico and works at UPR’s Humacao campus. UPR employs Pérez as an electrician within the bargaining unit the Union exclusively represents.

23. Plaintiff Rigoberto López (“López”) resides in Humacao, Puerto Rico and works at UPR’s Humacao campus. UPR employs López as Worker I within the bargaining unit the Union exclusively represents.

24. Plaintiff René Santiago Garcia (“Santiago Garcia”) resides in Humacao, Puerto Rico and works at UPR’s Humacao campus. UPR employs Santiago Garcia as a maintenance worker within the bargaining unit the Union exclusively represents.

25. Defendant University of Puerto Rico (“UPR”) is a public university system with eleven campuses throughout Puerto Rico. It employs Méndez, Cotto, Ramos, and Centeno at its Cayey campus. It employs Olivari, Santiago Rivera, Class, Maldonado, and Rodriguez Santiago at its Ponce campus. It employs Velazquez, Mejías, Santos, León, Ramirez, Robles, Rodriguez, Pérez, López, and Garcia at its Humacao campus. As Plaintiffs’ employer, UPR is responsible for paying their wages, including additional wages. UPR’s central offices are located at Jardin Botánico Sur, 1187 Flamboyán Street, San Juan, Puerto Rico 00926-1117.

26. Defendant Zayira Jordán (“Jordán”) is sued in her official capacity as President of the University of Puerto Rico (“UPR”). Her office address is Jardin Botánico Sur, 1187 Flamboyán Street, San Juan, Puerto Rico 00926-1117. In her role as UPR President, Jordán is ultimately responsible for approving and enforcing all agreements between UPR and the Union.

27. Defendant University of Puerto Rico Workers' Union ("the Union")<sup>2</sup>, headquartered at 1006 Vallejo Street, San Juan, PR 00925, is a public sector labor union accredited by the Puerto Rico Secretary of Labor and Human Resources. The Union is the exclusive representative for collective bargaining purposes of thousands of employees throughout the University of Puerto Rico system, including Plaintiffs. The Union and UPR entered into a collective bargaining agreement, which terms are enforced on bargaining unit employees, including Plaintiffs.

### **JURISDICTION AND VENUE**

28. This is an action that arises under the Federal Civil Rights Act of 1871, 42 U.S.C. § 1983, to redress the deprivation, under color of state law, of rights, privileges and immunities secured to Plaintiffs by the Constitution of the United States, particularly the First and Fourteenth Amendments.

29. The Court has subject-matter jurisdiction under 28 U.S.C. § 1331 and 28 U.S.C. § 1343.

30. This action is an actual controversy in which Plaintiffs seek a declaration of their rights under the Constitution of the United States. Pursuant to 28 U.S.C. §§ 2201–2202, this Court may declare Plaintiffs' rights and grant further necessary and proper relief based thereon, including injunctive relief pursuant to Federal Rule of Civil Procedure 65.

31. Venue is proper in this Court pursuant to 28 U.S.C. § 1391 because the

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<sup>2</sup> The original name of the Union in Spanish is *Sindicato de Trabajadores de la Universidad de Puerto Rico*. It is being translated here to University of Puerto Rico Workers' Union.

claims arise in this judicial district and Defendants operate and do business in this judicial district.

32. Plaintiffs sue UPR and Jordán, in her official capacity as President of the University of Puerto Rico, for prospective declaratory and injunctive relief to halt and remedy an ongoing violation of federal law. Under the doctrine of *Ex parte Young*, 209 U.S. 123 (1908), suits for prospective relief against state officials in their official capacities to end a continuing violation of federal law are permissible under the Eleventh Amendment.

33. Specifically, Plaintiffs seek an order prohibiting UPR and Jordán, in her official capacity as President of the University of Puerto Rico, from continuing to withhold the \$3,000 of additional wages from Plaintiffs on the basis of their non-membership in the Union and requiring UPR and Jordán, prospectively, to equalize Plaintiffs' compensation with that of similarly situated members of the Union by providing Plaintiffs their \$3,000 of additional wages. The requested relief is directed at bringing Defendants' future conduct into compliance with the First and Fourteenth Amendments and is not an award for retroactive monetary damages for a past violation. Any financial impact on the Commonwealth of Puerto Rico's treasury resulting from compliance with such declaratory and injunctive relief is merely an ancillary consequence of prospective relief.

### **FACTUAL ALLEGATIONS**

34. When UPR and the Union started negotiating an agreement providing \$3,000 of additional wages to Union members—sometime between March 1, 2024

and December 24, 2024—Plaintiffs were not members of the Union and did not pay Union dues.

35. On December 24, 2024, the Union published a bulletin announcing that “[a]fter long and intense negotiations with the University’s administration and the Financial Oversight and Management Board”, it was agreed that UPR would award \$3,000 of additional wages to members of the Union. The bulletin explained that the disbursement would be divided between an initial installment of \$2,000 payable on January 15, 2025, and a second \$1,000 installment payable on July 15, 2025. *See* Exhibit 1.

36. On January 8, 2025, UPR sent a letter to Plaintiffs informing them of UPR’s agreement with the Union whereby UPR would award additional wages to employees who were current on their Union membership dues up to September 5, 2024. *See* Exhibit 2.

37. UPR’s January 8, 2025 letter was the first time Plaintiffs learned of the \$3,000 of additional wages agreement UPR made with the Union and approved by the Financial Oversight and Management Board for Puerto Rico.<sup>3</sup>

38. On January 15, 2025, UPR awarded \$2,000, the first installment of the \$3,000 of additional wages, to members of the Union.

39. Plaintiffs were not awarded the \$2,000 on January 15, 2025, solely because they are not members of the Union.

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<sup>3</sup> The Puerto Rico Oversight, Management, and Economic Stability Act of 2016 (“PROMESA”) created the Financial Oversight and Management Board for Puerto Rico. *See* 48 U.S.C. § 2121(b)(1).

40. On January 22, 2025, Méndez and Ramos, through their legal representative, sent a letter to Sheila L. Ramos Manso, Human Resources Director of the University of Puerto Rico, requesting that UPR award \$3,000 of additional wages to them, and demanding equal treatment between Union members and nonmembers within the same bargaining unit. *See* Exhibit 3. Their letter went unanswered.

41. On July 15, 2025, UPR awarded \$1,000, the second installment of the \$3,000 of additional wages, to members of the Union.

42. Plaintiffs were not awarded the \$1,000 on July 15, 2025, solely because they are not members of the Union.

43. Funding for the \$3,000 of additional wages to members of the Union comes exclusively from the public fisc.

44. To date, Plaintiffs have not been awarded the \$3,000 of additional wages, or any portion thereof, solely because they exercised their First Amendment right not to join the Union.

45. As a result of UPR's decision to provide the \$3,000 of additional compensation solely to members of the Union, the current total compensation paid to Plaintiffs is \$3,000 less than the compensation UPR paid to other employees in the bargaining unit who are Union members. This disparity in total compensation persists today and will continue to exist unless and until UPR provides Plaintiffs the same \$3,000 of additional wages it provided to members of the Union.

46. The continuing disparity in total compensation between members of the

Union and Plaintiffs is not merely a past injury—it is a present and ongoing condition of Plaintiffs’ employment that discriminates and retaliates against them for exercising their First Amendment right not to join or financially support the Union. So long as UPR refuses to provide Plaintiffs the \$3,000 of additional wages that it provided to Union members, UPR is maintaining a discriminatory and retaliatory pay structure that presently and continuously infringes Plaintiffs’ rights under the First and Fourteenth Amendments.

47. Bringing Plaintiffs’ compensation into parity with that of similarly situated Union members within the bargaining unit by providing them the same \$3,000 of additional wages is necessary to cease the ongoing violation of their First and Fourteenth Amendment rights and to prospectively align UPR’s compensation practices with constitutional requirements.

48. The discriminatory compensation scheme was not the result of mistake, inadvertence, or good faith misunderstanding of the law. Rather, UPR and the Union intentionally structured the \$3,000 of additional wages to reward employees who became or remained members of the Union and to penalize employees, including Plaintiffs, who exercised their First Amendment right not to join or financially support the Union.

49. At all relevant times, UPR and the Union were aware, or deliberately indifferent to, the fact that conditioning a significant employer-provided additional wages on membership in the Union, and excluding nonmembers for that reason alone, violated clearly established First Amendment principles recognized by the

U.S. Supreme Court in *Janus* and by this Court in *Carbonell*.

50. Despite this knowledge, UPR and the Union jointly negotiated, approved, and implemented the \$3,000 of additional wages as a Union-member-only benefit, and explicitly conditioned eligibility on employees' payment of Union dues through a specified date, with the purpose and effect of discriminating and retaliating against Plaintiffs, who had resigned from membership in the Union.

51. After receiving the January 22, 2025 letter from the undersigned counsel specifically objecting to the discriminatory scheme and demanding equal treatment, UPR and the Union were on actual notice that their conduct violated Plaintiffs' constitutional rights. Nevertheless, they took no corrective action and instead proceeded to disburse the second installment of the additional wages on July 15, 2025 only to members of the Union, thereby willfully continuing the unconstitutional scheme against Plaintiffs.

52. The Union further touted the \$3,000 of additional wages on social media as an exclusive benefit of Union membership, using the additional compensation as a cudgel to pressure nonmembers to join the Union and to deter existing members from exercising their First Amendment right to resign from the Union. In doing so, the Union acted with the specific purpose of punishing and deterring the exercise of Plaintiffs' and First Amendment rights.

53. In light of these facts, the conduct of the Union was malicious, oppressive, and undertaken with reckless and callous disregard of Plaintiffs' clearly established constitutional rights, thereby warranting an award of punitive damages against the

Union.

54. In her capacity as UPR President, Jordán has allowed the denial of the \$3,000 of additional wages based on employees' decision to exercise their First Amendment right of free speech and non-association by not joining the Union. Jordán's inaction in remedying this unconstitutional action constitutes supervisory encouragement, condonation, acquiescence, or gross negligence amounting to deliberate indifference to the protection of constitutional rights of her employees.

55. In undertaking these unconstitutional measures, UPR and the Union have acted under color of state law, 29 *P.R. Laws Ann.* § 62 and 29 *P.R. Laws Ann.* § 63 by negotiating and implementing terms and conditions of employment, including wages and rates of pay for UPR employees.

### COUNT I

#### **Violation of 42 U.S.C. § 1983 and the First and Fourteenth Amendments by illegal discrimination and retaliation against nonunion employees**

56. The agreement between UPR and the Union whereby UPR awards \$3,000 of additional wages to Union members while withholding the same additional wages from Union non-members of the same bargaining unit, solely due to their status as Union non-members, violates Plaintiffs' constitutional rights by having the government and governmental officials discriminate and retaliate against them for exercising their First Amendment right not to associate with the Union.

57. As a direct result of UPR's and the Union's unlawful actions described in this Amended Complaint, Plaintiffs:

- a. Have been prevented from exercising their rights and privileges as citizens

- of the United States not to join a labor union;
- b. Have been deprived of their rights guaranteed to them under the Constitution and statutes of the United States to be nonmembers of the Union;
  - c. Have suffered monetary, equitable, and other damages; and
  - d. Have suffered the irreparable harm, damage and injury for which there is no adequate remedy at law that is inherent in the violation of First Amendment rights.

58. Unless enjoined by this Court, UPR and the Union will continue the aforesaid deprivation and abridgement of Plaintiffs' First Amendment rights, thereby causing further irreparable harm, damage and injury for which there is no adequate remedy at law.

### **PRAYER FOR RELIEF**

Wherefore, Plaintiffs request that this Court:

**A. Declaratory Judgment:** Enter a declaratory judgment that Defendants are violating Plaintiffs' First Amendment rights as secured against State infringement by the Fourteenth Amendment and 42 U.S.C. § 1983, by unlawfully discriminating against nonunion employees due to their status as Union nonmembers, and by unlawfully retaliating against them for choosing not to be a member of the Union by withholding from nonunion employees the \$3,000 of additional wages.

**B. Injunctive Relief:** (i) Permanently enjoin UPR, acting through Jordán

in her official capacity as its President, and the Union from withholding the \$3,000 of additional wages from Plaintiffs on the basis of their non-membership in the Union; (ii) Order UPR, acting through Jordán in her official capacity as its President, to prospectively equalize Plaintiffs' compensation with that of similarly-situated members of the Union within the same bargaining unit by providing Plaintiffs the same \$3,000 of additional wages that UPR provided to members of the Union, thereby ending the ongoing violation of Plaintiffs' First and Fourteenth Amendment rights.

**C. Damages:** (i) Enter a judgment against the Union awarding Plaintiffs compensatory damages of the amount of money equal to the unlawfully and improperly withheld amount, plus applicable interest; (ii) Enter a judgment against the Union awarding Plaintiffs nominal damages for UPR's and the Union's discrimination and retaliation against Plaintiffs for not being members of the Union by withholding the \$3,000 of additional wages paid to union members; (iii) Enter a judgment against the Union awarding Plaintiffs punitive damages for Defendants' wanton, willful, and knowing misconduct in violation of Plaintiffs' First and Fourteenth Amendment rights.

**D. Costs and Attorneys' Fees:** Award Plaintiffs their costs and reasonable attorneys' fees pursuant to the Civil Rights Attorneys' Fees Award Act of 1976, 42 U.S.C. § 1988, and grant such other additional relief as the Court may deem just and proper.

**CERTIFICATE OF SERVICE**

I hereby certify that on this date I electronically filed the foregoing with the Clerk of Court, using the CM/ECF System, which will send notification of such filing to all appearing parties and counsel using the Court's electronic filing system.

**RESPECTFULLY SUBMITTED.**

Dated: March 17, 2026

s/ ÁNGEL J. VALENCIA

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