UNITED STATES DISTRICT COURT
FOR THE DISTRICT OF PUERTO RICO

SONIA M. DÁVILA-SURÉN **Plaintiff,** **v.** **PUERTO RICO INDUSTRIAL COMMISSION;** **MARIA T. QUINTANA**, in her official capacity as President of the Puerto Rico Industrial Commission; **FEDERACIÓN CENTRAL DE TRABAJADORES**, **UFCW LOCAL 481** **Defendants.**	**CIVIL NO. 26-1512** **Constitutional Violation Action (42 U.S.C. § 1983), Declaratory Judgment, Injunctive Relief, and Compensatory and Nominal Damages. Jury Trial Demanded.**

COMPLAINT

TO THE HONORABLE COURT:

Plaintiff Sonia M. Dávila-Surén ("Dávila-Surén") files this Complaint for declaratory and injunctive relief against Defendants Puerto Rico Industrial Commission ("PRIC"), Maria T. Quintana ("Quintana"), in her official capacity as President of PRIC, and Federación Central de Trabajadores, UFCW Local 481 ("the Union") (collectively, "Defendants"), and for compensatory and nominal damages against the Union pursuant to the Civil Rights Act of 1871, 42 U.S.C. § 1983.

INTRODUCTION

1. This case asks whether a public-sector union may erect a bureaucratic gauntlet to trap employees who seek to exercise a constitutional right the U.S.

Supreme Court recognized more than eight years ago—and whether a public employer may lend that union its coercive power to do so.

2. Dávila-Surén brings this civil rights action for declaratory, preliminary injunctive, permanent injunctive, and monetary relief to vindicate her First Amendment right—secured against state infringement by the Fourteenth Amendment—to refrain from union membership and from financially subsidizing a labor organization.

3. On June 27, 2018, the U.S. Supreme Court held that this right is not subject to waiver absent an employee's affirmative, knowing, and voluntary consent, and that neither a public-sector employer nor a union may deduct or collect union dues from a non-consenting employee's wages. *Janus v. AFSCME, Council 31*, 585 U.S. 878, 930 (2018). Notwithstanding that holding, Defendants—acting in concert as state actors and under color of state law—have forced Dávila-Surén to remain a member of a labor organization, seized union dues from her wages against her will, and compelled her to financially subsidize the Union, all in direct defiance of her repeated written objections and her clearly established constitutional rights.

4. With PRIC's support, the Union enforces against Dávila-Surén a "Disaffiliation Regulation" that imposes a series of unconstitutional restrictions and procedural hurdles on bargaining-unit employees seeking to resign from the Union and cease dues deductions. Rather than honoring an employee's unequivocal written expression of non-consent, the regulation erects a bureaucratic obstacle course—burdening the very First Amendment rights the U.S. Supreme Court has held are not

subject to waiver absent an employee's affirmative, knowing, and voluntary consent. The Union's enforcement of the "Disaffiliation Regulation" against Dávila-Surén violates her First Amendment right to refrain from union membership and from financially subsidizing the Union's speech.

5. Defendants impose compulsory union membership and dues deductions on Dávila-Surén as a condition of her employment by automatically treating her as a Union member and deducting full union dues from her wages—without her affirmative, knowing, or voluntary consent. PRIC deducts and the Union collects dues from her wages even after she requested withdrawal from Union membership and the cessation of dues deductions, thereby violating her First Amendment right under *Janus* to refrain from subsidizing a labor organization.

6. Dávila-Surén seeks: (a) a declaratory judgment that Defendants' compulsory union dues scheme violates the First Amendment; (b) a declaratory judgment that Article III of the Union's "Disaffiliation Regulation"—which conditions the processing of an employee's withdrawal from Union membership and cessation of dues deductions on compliance with restrictive and exclusive submission requirements—is unconstitutional as applied to Dávila-Surén; and (c) a declaratory judgment that PRIC bears an independent and non-delegable constitutional duty to honor an employee's unequivocal written request to cease dues deductions and may not delegate that obligation to the Union or condition it on the Union's internal procedures; (d) injunctive relief barring any further deduction or collection of union dues in violation of Dávila-Surén's First Amendment rights; (e) injunctive relief

barring enforcement of the Union's "Disaffiliation Regulation," which imposes a series of unconstitutional barriers to Dávila-Surén's withdrawal from Union membership and cessation of dues deductions; (f) nominal damages against the Union for violations of Dávila-Surén's First and Fourteenth Amendment rights; (g) compensatory damages and/or restitution against the Union in the full amount of Union dues unconstitutionally withheld from Dávila-Surén's wages, plus applicable interest; and (h) reasonable attorneys' fees and costs pursuant to 42 U.S.C. § 1988, 28 U.S.C. § 1920, and Federal Rule of Civil Procedure 54(d).

JURISDICTION AND VENUE

7. 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 Dávila-Surén by the Constitution of the United States, particularly the First and Fourteenth Amendments.

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

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

10. Venue is proper in this Court pursuant to 28 U.S.C. § 1391 because the claims arise in this judicial district and Defendants operate and do business in this judicial district.

11. Dávila-Surén has Article III standing to bring this action. First, she has suffered a concrete and particularized injury in fact: each semi-monthly deduction of union dues from her wages without her affirmative, knowing, and voluntary consent constitutes a direct and ongoing violation of her First Amendment rights, the most recent of which occurred on her July 30, 2026 paycheck. *See TransUnion LLC v. Ramirez*, 594 U.S. 413, 425 (2021) (injury must be "concrete, particularized, and actual or imminent"). Second, her injury is traceable to Defendants' conduct: PRIC deducts and remits the dues, and the Union enforces the "Disaffiliation Regulation" to prevent cessation of those deductions, acting in concert under color of state law. Third, her injury is redressable by a favorable decision of this Court: a declaratory judgment and injunctive relief would compel Defendants to cease the unconstitutional deductions and refrain from enforcing the "Disaffiliation Regulation," and a damages award would compensate Dávila-Surén for the dues already seized without her consent.

PARTIES

12. Plaintiff Dávila-Surén lives and works in San Juan, Puerto Rico. Dávila-Surén works in PRIC's legal department.

13. Defendant Puerto Rico Industrial Commission ("PRIC") is a state agency of the Government of Puerto Rico, created under the Workers' Accident Compensation

Act, *P.R. Laws Ann.* tit. 11, § 8. Dávila-Surén is employed by PRIC, where she is the subject of compulsory union dues deductions.

14. Defendant Quintana is sued in her official capacity for purposes of injunctive relief, declaratory judgment, and attorneys' fees only, as President of PRIC, which is a state agency of the Government of Puerto Rico charged with reviewing workers' compensation appeals originating from another agency called the State Insurance Fund Corporation. In her capacity as PRIC President, Quintana is responsible for deducting dues from Dávila-Surén and remitting them to the Union. Quintana's office is located at 677 Teniente César González Street, San Juan, Puerto Rico 00918.

15. Defendant Federación Central de Trabajadores, UFCW Local 481 ("the Union") is a labor organization recognized under the Workers' Accident Compensation Act, *P.R. Laws Ann.* tit. 11, § 8(b). Its offices are located at Urb. Reparto Metropolitano 1225 Ave. Américo Miranda, San Juan, Puerto Rico 00921. The Union is the exclusive representative for collective bargaining purposes of a group of PRIC employees, including Dávila-Surén, and receives the dues that Quintana, as PRIC President, automatically deducts from her wages.

FACTUAL ALLEGATIONS

Background

16. Dávila-Surén first started working for PRIC in 2008 and has been continuously employed in the PRIC bargaining unit the Union exclusively represents from that time through the present. Dávila-Surén is an "employee" within the

meaning of *P.R. Laws Ann.* tit. 11, § 8(b). Since 2008, Dávila-Surén has been subject to the Union's exclusive representation.

17. The Public Service Human Resources Administration Act, *P.R. Laws Ann.* tit. 3, § 702(a), authorizes PRIC, under color of state law, to deduct any sum of money from the salary, earnings or income of an employee for the payment of dues to a labor organization when the employee authorizes such deductions in writing.

18. The Public Service Human Resources Administration Act, *P.R. Laws Ann.* tit. 3, § 702(d), also authorizes PRIC, under color of state law, to pay and deliver money to employee representatives, and permits employee representatives to receive or accept or to agree to receive or accept from an employer "the amount of the deductions authorized by the employees . . ."

19. Acting under color of state law, *P.R. Laws Ann.* tit. 11, § 8(b), PRIC and the Union negotiated and entered into a collective bargaining agreement. Dávila-Surén's job is included within the bargaining unit, as defined therein.

20. PRIC pays the wages of its employees, including Dávila-Surén's.

21. Without Dávila-Surén's consent or authorization, PRIC withholds a portion of her wages and remits it to the Union as union dues.

PRIC's initial honoring of Janus and its subsequent 180-degree turn.

22. In response to the U.S. Supreme Court's 2018 holding in *Janus*, Puerto Rico's Department of Labor and Human Resources ("PRDOL") prepared a fillable form called "Petition for disaffiliation from union representative" and disseminated it among state government agencies. PRDOL also informed state government

employees of the *Janus* holding in a memorandum accompanying its fillable form.

23. In September 2020, PRIC received Dávila-Surén's completed PRDOL form, requesting an immediate end to both her union membership and dues deductions.

24. PRIC honored Dávila-Surén's September 2020 request, ending Dávila-Surén's membership in the Union and ceasing dues deductions.

25. On November 2, 2022, however, PRIC reversed its decision recognizing Dávila-Surén's resignation from Union membership and termination of dues deductions when then-PRIC President Hiram Pagani ("Pagani") sent a letter to bargaining-unit members, announcing that he was ordering the reinstatement of compulsory Union membership and dues deductions for all bargaining-unit members, including for nonmembers of the Union, like Dávila-Surén. *See* Exh. 1. Pagani's stated reason for the about-face was an August 31, 2021 decision by the Puerto Rico Court of First Instance, which held that the administrative procedures required by Puerto Rico's Uniform Administrative Procedures Act, *P.R. Laws Ann*. tit. 3, § 2101 et seq., were not observed when the PRDOL memorandum accompanying the fillable form was issued. Critically, that decision did not disturb—and said nothing to limit—public-sector employees' federally protected right to freely withdraw from union membership and cease dues deductions, as recognized by the U.S. Supreme Court in *Janus*.

26. PRIC's reversal came at the Union's behest—after the Union's then-President sent a letter to PRIC's President threatening court sanctions if PRIC did

not reinstate compulsory dues deductions from the wages of all bargaining-unit members, including Dávila-Surén. *See* Exh. 2.

27. PRIC reinstated union dues deductions for all bargaining-unit members, including Dávila-Surén, effective December 2022.

Dávila-Surén's latest attempts to end her Union membership and dues deductions.

28. On June 9, 2026, Dávila-Surén wrote a letter to the Union, requesting her withdrawal as a member of the Union and the cessation of all dues deductions, effective July 1, 2026. Dávila-Surén sent a copy of the letter to PRIC that same day. *See* Exh. 3.

29. On June 11, 2026, Vivian Tirado Padilla, PRIC's Human Resources Director, replied to Dávila-Surén, saying that PRIC's Payroll Division would be processing the cessation of dues deductions.

30. On June 12, 2026, however, Union President, Irba M. Batista Cruz replied to Dávila-Surén, inviting her to a meeting at the Union's headquarters on June 29, 2026 "to discuss your decision to withdraw your membership." *See* Exh. 4 at 6.

31. In a separate letter on June 12, 2026, Union President Batista Cruz said the purpose of the June 29, 2026 meeting would be to "initiat[e] the process established by our Organization for withdrawals." *See* Exh. 4 at 8. The Union's President then referenced and attached a "Union Disaffiliation Regulation" that Dávila-Surén was required to follow. *See* Exh. 5.

32. On June 22, 2026, Dávila-Surén wrote to Union President Batista Cruz expressing surprise at the existence of the Union's "Union Disaffiliation Regulation."

Dávila-Surén stated that no meeting was necessary because her decision to resign from the Union was final and invoked the protections recognized in *Janus* against the nonconsensual deduction of union dues. *See* Exh. 6 at 18.

33. On June 22, 2026, Union President Batista Cruz responded, saying the meeting was necessary pursuant to the "Union Disaffiliation Regulation" the Union's board of directors approved. *See* Exh. 4 at 1.

34. On that same day, Dávila-Surén replied, rejecting the idea of an in-person meeting at the Union's headquarters, and warning Union President Batista Cruz that the Union's conduct violated the law. *See* Exh. 6 at 21.

35. Also on June 22, 2026, PRIC's Human Resources Director, Vivian Tirado Padilla, reversed her earlier position by informing Dávila-Surén in writing that PRIC could not process the cessation of union dues deductions because PRIC had not received official notification from the Union certifying a change in Dávila-Surén's affiliation status. *See* Exh. 7. In doing so, PRIC explicitly conditioned the discharge of its own *Janus* obligations on the Union's determination of Dávila-Surén's membership status—effectively subordinating her First Amendment rights to the outcome of a process administered entirely by the Union under its "Disaffiliation Regulation."

36. PRIC was not an uninformed bystander to the Union's imposition of the "Disaffiliation Regulation" on Dávila-Surén. PRIC's President, Maria T. Quintana, was copied on the Union's correspondence to Dávila-Surén—including the Union's letters referencing and attaching the "Disaffiliation Regulation" as the governing

procedure for processing her withdrawal requests. Quintana, having been personally copied on the Union's correspondence invoking the "Disaffiliation Regulation" and being directly notified of Dávila-Surén's requests to cease dues, knowingly acquiesced in and authorized PRIC's decision to condition the cessation of dues deductions on the Union's certification—despite having direct, personal knowledge that *Janus* prohibits such conditioning. Quintana's and PRIC's acquiescence in and deference to that process was therefore knowing and deliberate.

37. On June 25, 2026, the Union wrote to Dávila-Surén, alleging that the parties had agreed to meet at the Union's headquarters on July 9, 2026. *See* Exh. 11. Dávila-Surén again declined the invitation, stating that, in any event, she would be available to meet with a Union representative at her workplace, not at the Union's headquarters. *See* Exh. 8.

38. On July 9, 2026, Union President Batista Cruz wrote to Dávila-Surén, stating that because she declined to meet at the Union's headquarters, she had failed to comply with the Union's "Disaffiliation Regulation." She further asserted that the procedures prescribed by that regulation were "essential" prerequisites to considering an employee's request to resign from the Union and cease dues deductions. *See* Exh. 9 at 3.

The "Disaffiliation Regulation" bureaucratic obstacle course.

39. Article II of the Union's "Disaffiliation Regulation," entitled "Formal Request of Disaffiliation," requires that any employee seeking to resign from the Union and cease dues deductions submit a written request containing: the employee's

name, labor identification number, and bargaining unit; an unequivocal statement expressing the desire to resign from the Union and cease dues deductions; and a declaration that the decision is voluntary, free from coercion, and made "with full knowledge of its consequences." *See* Exh. 6 at 1.

40. Article III of the Union's "Disaffiliation Regulation," entitled "Exclusive Method of Submission," requires that any request to resign from the Union and cease dues deductions be submitted exclusively by certified mail, return receipt requested, or in person at a Union-designated office. Article III further expressly prohibits the submission of such requests by telephone, text message, or email, rendering any request submitted through those means a nullity. *See* Exh. 6 at 1.

41. Article IV of the Union's "Disaffiliation Regulation," entitled "Confirmation Period," establishes a mandatory ten (10) to fifteen (15) business-day window during which the Union purports to inform the employee of his or her rights and of the "implications" and "effects" of resigning from the Union and ceasing dues deductions. Before the disaffiliation process will proceed, the employee must submit—within that Union-defined window—a written confirmation of the decision to resign from the Union and cease dues deductions. The confirmation must include: a statement that the Union advised the employee regarding the decision and that the employee nonetheless maintains his or her decision to disaffiliate; the employee's name; and a legible signature. The Union characterizes the purpose of Article IV as ensuring that the employee's decision is "informed, reflective, and free of mistake or undue influence." *See* Exh. 6 at 2.

42. Throughout June and July 2026, the Union invoked its "Disaffiliation Regulation" to deny each of Dávila-Surén's repeated requests to resign from the Union and cease dues deductions, conditioning any consideration of her requests on her strict compliance with the regulation's procedural requirements. PRIC is aware of the procedures set forth in the Union's "Disaffiliation Regulation" and willingly enforces them. Relying on the Union's representations that Dávila-Surén had not complied with those procedures and therefore could not be treated as a nonmember, PRIC denied her request to cease dues deductions.

43. Notwithstanding Dávila-Surén's repeated and lawful requests to withdraw from Union membership and cease dues deductions, PRIC and the Union have continued to deduct and collect union dues from her wages without interruption since December 2, 2022.

44. PRIC deducts, and the Union collects and retains, $15 in union dues from Dávila-Surén's wages each semi-monthly pay period, totaling $30 per month or $360 per year.

45. At no point has Dávila-Surén signed a dues deduction authorization form or otherwise affirmatively consented, in writing or otherwise, to the deduction of union dues from her wages.

COUNT I

Compulsory dues deductions without Dávila-Surén's consent and waiver of First Amendment rights violate 42 U.S.C. § 1983 and the First and Fourteenth Amendments.

46. Dávila-Surén re-alleges and incorporates by reference the paragraphs set forth above in this Complaint.

47. The U.S. Supreme Court held that under the First Amendment, "[n]either an agency fee nor any other payment to the union may be deducted from a nonmember's wages, nor may any other attempt be made to collect such payment, unless the employee affirmatively consents to pay." *Janus*, 585 U.S. at 930.

48. The U.S. Supreme Court in *Janus* further held that an individual's consent to pay union dues requires a waiver of First Amendment rights. *Id.* To be effective, a waiver of First Amendment rights must be knowingly, clearly and voluntarily made. *Id.*

49. PRIC and the Union lack Dávila-Surén's required consent for the deduction of union dues from her wages.

50. PRIC's continued dues deductions and the Union's collection, despite Dávila-Surén's repeated, written notices of non-consent, violate Dávila-Surén's First Amendment free speech and association rights, as secured against state infringement by the Fourteenth Amendment to the United States Constitution and 42 U.S.C. § 1983, each time an involuntary deduction is made.

51. Each semi-monthly deduction of union dues from Dávila-Surén's wages constitutes a discrete, independently actionable violation of her First Amendment rights. Because each unauthorized deduction is a separate act—not merely a continuation of a single wrong—each deduction triggers its own limitations period under the separate accrual rule. Accordingly, every semi-monthly deduction made within the applicable limitations period is independently recoverable, regardless of when the underlying compulsory dues policy was first imposed on Dávila-Surén.

52. Acting under color of state law, PRIC enforces a compulsory union dues deduction policy whereby, in coordination with the Union and at its behest, dues are automatically deducted from Dávila-Surén's wages and remitted to the Union—without her affirmative, knowing, and voluntary consent, and without the intelligent waiver of First Amendment rights that *Janus* requires.

53. PRIC and the Union have failed and refused to terminate the compulsory dues policy even after Dávila-Surén's written demands to have such deductions ceased.

54. Unless enjoined from so doing, PRIC and the Union will continue to deduct and collect dues despite Dávila-Surén's objections.

55. PRIC's and the Union's continued deduction and collection of union dues—without Dávila-Surén's affirmative authorization and knowing waiver of her First Amendment rights—violates her rights to free speech and association, as secured against state infringement by the Fourteenth Amendment to the United States Constitution and 42 U.S.C. § 1983. The compelled subsidization of a labor organization against an employee's will constitutes irreparable harm inherent in the violation of a First Amendment right, for which there is no adequate remedy at law.

COUNT II

The Union's "Disaffiliation Regulation" and PRIC's deference thereto are unconstitutional as applied to Dávila-Surén.

56. Dávila-Surén re-alleges and incorporates by reference all preceding paragraphs of this Complaint.

57. The Union, acting under color of state law and in willful concert with PRIC, enforced its "Disaffiliation Regulation"—and specifically Article III thereof—against Dávila-Surén to prevent her from exercising her First Amendment right—recognized in *Janus*—to freely refrain from union membership and from subsidizing the Union's speech. Although the Union's "Disaffiliation Regulation" imposes additional burdens on employees through Articles II and IV, Dávila-Surén has not yet reached those stages of the process, as the Union denied her requests at the threshold stage governed by Article III. The full scope of the regulatory scheme is described in the factual allegations above. As applied to Dávila-Surén, Article III of the "Disaffiliation Regulation" unconstitutionally burdens her First Amendment rights, in violation of the First and Fourteenth Amendments and 42 U.S.C. § 1983.

58. The Union acts under color of state law in enforcing the "Disaffiliation Regulation" because its authority to do so derives directly from state-conferred powers. Puerto Rico law grants the Union its status as exclusive collective-bargaining representative, *see P.R. Laws Ann.* tit. 11, § 8(b), and authorizes PRIC to deduct dues from bargaining-unit employees' wages and remit them to the Union, *see P.R. Laws Ann.* tit. 3, §§ 702(a), (d). PRIC conditions the cessation of dues deductions on the Union's notification that an employee has successfully withdrawn from membership—effectively delegating to the Union the authority to determine when a state-administered payroll deduction begins and ends. The Union's enforcement of the "Disaffiliation Regulation" as a prerequisite to that notification establishes a sufficiently close nexus between the State and the Union's challenged conduct to treat

that conduct as fairly attributable to the State. *See Jackson v. Metro. Edison Co.*, 419 U.S. 345, 351 (1974). That conduct also constitutes the exercise of a right and privilege having its source in state authority, satisfying the state-action inquiry under § 1983. *See Lugar v. Edmondson Oil Co.*, 457 U.S. 922, 937 (1982). Independently, the Union acts under color of state law under the joint-action test, having acted in willful concert with PRIC—a state actor—to enforce the "Disaffiliation Regulation" as a prerequisite to the cessation of state-administered payroll deductions, thereby making the Union a joint participant in conduct that would otherwise constitute state action. *See Dennis v. Sparks*, 449 U.S. 24, 27–28 (1980).

Article III — "Exclusive Method of Submission"

59. Article III of the "Disaffiliation Regulation" requires that any request to withdraw from Union membership and cease dues deductions be submitted either by certified mail, return receipt requested, or in person at an office designated by the Union, and expressly prohibits submission by telephone, text message, or email. *See* Exh. 6 at 1.

60. The Union denied Dávila-Surén's request to withdraw from Union membership and cease dues deductions on the ground that she failed to appear in person at the Union's headquarters, which the Union imposed as a mandatory prerequisite for processing any such request.

61. Article III is unconstitutional to the extent it is being applied to Dávila-Surén and used to deny her request to withdraw from Union membership and cease

dues deductions. Dávila-Surén submitted multiple written requests—clearly expressing her unequivocal, voluntary, and affirmative decision to resign from the Union and cease dues deductions—which the Union refused to process solely because they were not delivered in person at the Union's headquarters. To the extent Article III is invoked to condition the processing of Dávila-Surén's withdrawal requests in compliance with its restrictive submission requirements, and to use her noncompliance as a basis for continuing to collect dues against her will, it unconstitutionally burdens the exercise of her First Amendment rights, in violation of the First and Fourteenth Amendments and 42 U.S.C. § 1983.

PRIC's Non-Delegable Constitutional Duty

62. As a public employer and unambiguous state actor, PRIC bears an independent and non-delegable duty under the First Amendment, as secured against state infringement by the Fourteenth Amendment, and 42 U.S.C. § 1983, to cease deducting union dues from an employee's wages upon receipt of the employee's unequivocal written request to withdraw from Union membership and cease dues deductions. This duty flows directly from *Janus*, which holds that neither a public employer nor a union may deduct or collect dues from a non-consenting employee's wages. *Janus*, 585 U.S. at 930. That obligation is PRIC's own—it cannot be discharged by deferring to the Union's internal procedures or by conditioning compliance on the Union's determination of an employee's membership status.

63. PRIC violated its independent constitutional duty by conditioning the cessation of Dávila-Surén's dues deductions on the Union's notification that she had

successfully complied with the "Disaffiliation Regulation" and withdrawn from Union membership. By outsourcing to the Union the authority to determine when Dávila-Surén's First Amendment rights would be honored, PRIC impermissibly delegated its own constitutional obligation to a private party. A state actor cannot escape its First Amendment responsibilities by interposing a private entity's internal procedures between an employee and the constitutional right she seeks to exercise.

64. PRIC's deference to the Union's "Disaffiliation Regulation" as a basis for declining to honor Dávila-Surén's direct, written requests to cease dues deductions is therefore independently unconstitutional, in violation of the First and Fourteenth Amendments and 42 U.S.C. § 1983, regardless of whether the Union's regulation is itself treated as state action.

65. Unless enjoined, the Union, with the support of PRIC, will continue enforcing the "Disaffiliation Regulation" against Dávila-Surén, and PRIC will continue conditioning the cessation of dues deductions on the Union's determination of her membership status, thereby continuing to violate her First Amendment rights and causing her irreparable harm for which there is no adequate remedy at law.

PRAYER FOR RELIEF

Wherefore, Dávila-Surén requests that this Court:

A. Declaratory Judgment: (i) Enter a declaratory judgment stating that PRIC and the Union violate Dávila-Surén's First Amendment rights as secured against state infringement by the Fourteenth Amendment and 42 U.S.C. § 1983, by automatically deducting and collecting union dues from employees who do not consent to paying union dues or who notify the Union that they do not consent to paying dues; (ii) that Article III of the "Disaffiliation Regulation"—which conditions the processing of an employee's withdrawal from Union membership and cessation of dues deductions on compliance with restrictive and exclusive submission requirements—is unconstitutional to the extent it is being applied to Dávila-Surén and used to deny her request to withdraw from Union membership and cease dues deductions, in violation of the First and Fourteenth Amendments to the United States Constitution and 42 U.S.C. § 1983; and (iii) that PRIC, as a public employer, bears an independent and non-delegable duty under the First Amendment, as secured against state infringement by the Fourteenth Amendment, and 42 U.S.C. § 1983, to cease deducting union dues from an employee's wages upon receipt of the employee's unequivocal written request to withdraw from Union membership and cease dues deductions, and may not condition the discharge of that duty on the Union's notification of the employee's membership status, on the employee's compliance with any union-established internal procedure, or on any determination made by the Union regarding the validity or sufficiency of the employee's withdrawal request.

B. Injunctive Relief: Permanently enjoin PRIC and the Union from: (i) deducting and collecting union dues from Dávila-Surén's wages without her affirmative, knowing, and voluntary consent; (ii) maintaining or enforcing any policy, practice, or agreement that mandates compulsory union dues deductions as a condition of public employment; (iii) enforcing the "Disaffiliation Regulation," or any substantially similar regulation, against Dávila-Surén and other bargaining-unit members seeking to withdraw from Union membership and cease dues deductions; and (iv) conditioning the cessation of union dues deductions from Dávila-Surén's wages on the Union's notification of her membership status, or on Dávila-Surén's compliance with the Union's "Disaffiliation Regulation" or any substantially similar union-established procedure.

C. Damages: (i) Enter a judgment against the Union awarding Dávila-Surén compensatory damages or restitution in the amount of dues illegally deducted from Dávila-Surén's wages since August 11, 2025, under the applicable 1-year statute of limitations period under 42 U.S.C. § 1983, without her affirmative consent or knowing waiver, plus applicable interest, for the continued and repeated violations of Dávila-Surén's rights under the First and Fourteenth Amendments to the United States Constitution. Because each unauthorized deduction constitutes a separate and independent violation of Dávila-Surén's First Amendment rights, each deduction accrues its own limitations period under the separate accrual rule, and all deductions within the applicable one-year period are recoverable; (ii) Enter a judgment against the Union awarding Dávila-Surén nominal damages for the continued and repeated violations of her rights under the First and Fourteenth Amendments to the United States Constitution.

D. Costs and Attorneys' Fees: Award Dávila-Surén costs and reasonable attorneys' fees pursuant to the Civil Rights Attorneys' Fees Award Act of 1976, 42 U.S.C. § 1988.

E. Other Relief: (i) Require PRIC and the Union to provide Dávila-Surén with written notice: (1) that any policy mandating compulsory union dues deductions as a condition of public employment is unconstitutional and unenforceable under the First and Fourteenth Amendments to the United States Constitution, and that bargaining-unit members may exercise their First Amendment right to refrain from Union membership and from subsidizing the Union's speech at any time and without restriction; and (2) that Article III of the "Disaffiliation Regulation" is unconstitutional and unenforceable to the extent it is applied to deny an employee's direct written request to cease dues deductions, and that bargaining-unit members are free to communicate their decision to withdraw from Union membership and to cease dues deductions without regard to the number of times, the timing, the place, the content, the verbiage, or the manner in which that decision is communicated; and (ii) Grant such other and further relief as the Court may deem just and proper.

Dated: August 11, 2026

Respectfully submitted.

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