IN THE UNITED STATES DISTRICT COURT
FOR THE DISTRICT OF PUERTO RICO

LUIS RIGAU, Plaintiff, **v.** **MARÍA T. QUINTANA, in her official capacity as Chair of the Puerto Rico Industrial Commission; PUERTO RICO INDUSTRIAL COMMISSION; FEDERACIÓN CENTRAL DE TRABAJADORES, UFCW LOCAL 481,** Defendants.	**Civil No. 25-1630 (PAD-HRV)** **RE:** Constitutional Violation Action (42 U.S.C. § 1983), Declaratory Judgment, Injunctive Relief, Compensatory, and Nominal Damages

MOTION TO DISMISS PURSUANT TO RULE 12(B)(6)

TO THE HONORABLE COURT:

COME NOW codefendants María T. Quintana, in her official capacity as Chair of the Puerto Rico Industrial Commission, and the Puerto Rico Industrial Commission, through the undersigned attorneys, and without waiving any right or defense and without submitting to the Court's jurisdiction, very respectfully state, allege and pray as follows:

I. PROCEDURAL BACKGROUND

Plaintiff Luis Rigau (Plaintiff or Rigau) challenges the union membership determination made by the Union itself yet seeks relief against the Puerto Rico Industrial Commission (PRIC) and its Chair (PRIC Chair), neither of which can determine union membership or control the alleged deductions. In this case, Rigau is seeking a preliminary

injunction against the PRIC, the PRIC Chair, and the Federación Central de Trabajadores, UFCW Local 481 (Union) from collecting union dues from Rigau's wages. (Docket No. 4). He alleges that the PRIC has forced him to become a member of a labor organization as a condition of employment. (Docket No. 1 at 2). Rigau alleges that on July 20, 2018, he sent an application prepared by the Puerto Rico Department of Labor and Human Resources (DLHR) and the Government of Puerto Rico Human Resources Administration and Transformation Office (HRATO) requesting an end to his union membership and dues deductions. (Docket No. 1 at 5, ¶ 22). It should be noted that both agencies collaborated in issuing *Joint Special Memorandum No. 2018-01* and J*oint Special Memorandum No. 2018-02* to inform the agencies of the Executive Branch about the decision in *Janus v. AFSCME*, 585 U.S. 878 (2018), and instructed them to identify unionized employees and make available an application to authorize the union dues and an application for disaffiliation from the union.[1] He further alleges that the PRIC honored his request and ceased union dues deductions from his wages (Docket No. 1 at 5, ¶ 23), but the PRIC reversed its decision after the Puerto Rico Court of First Instance decreed that the memorandums and applications prepared by the Government of Puerto Rico were null and void because the DLHR and the HRATO did not follow the local Uniform Administrative Procedures Act

[1] These memos were published in Spanish, and no English versions are available as of this date. The memos are found here: https://oatrh.pr.gov/ServiciosProgramas/Area_Asesoramiento_Legal/Division_Asuntos_Legales_Legislativos/Comunicacoines%20Numeradas/2018/MEC-2018-01.pdf and https://oatrh.pr.gov/ServiciosProgramas/Area_Asesoramiento_Legal/Division_Asuntos_Legales_Legislativos/Comunicacoines%20Numeradas/2018/MEC-2018-02.pdf. (Last visited February 3, 2026).

to enact them as an agency rule.[2] The state court entered Judgment in said case on August 30, 2021, notified on August 31, 2021, and it was never appealed.

Following the state court's judgment, Plaintiff alleges that on November 2, 2022, the PRIC reversed its decision (Docket No. 1 at 5-6, ¶ 24)[3] and reinstated dues deduction requirements on bargaining unit members, including Rigau, effective on December 2, 2022. (Docket No. 1 at 6, ¶ 28). The Complaint sets forth that the Union, through its president, Antonio Cabán, between August 31, 2021, and November 1, 2022, contacted the then-PRIC Chair, asking that the PRIC reinstate compulsory Union membership to all employees, including the Plaintiff. (Docket No. 1 at 6, ¶ 25). The letter, attached to this Motion to Dismiss, stated that any violation of the state court judgment would result in the Union seeking sanctions against the PRIC from a court with jurisdiction and administrative agencies.[4] The email from the Union attaching this letter stated that any disaffiliation requests should be referred to the Union.

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[2] *See Servidores Públicos Unidos y otros v. Estado Libre Asociado de Puerto Rico y otros*, SJ2018CV05288 (Court of First Instance, San Juan, July 13, 2018). The Judgment in that case read as follows: "In view of the foregoing grounds, the Court **GRANTS** the Motion for Summary Judgment filed by the plaintiff party and accordingly enters judgment, declaring **NULL AND VOID** Memorandums MC2018-01 and MC2018-02 because the procedure established by the Uniform Administrative Procedure Act was not followed for their adoption and promulgation. Consequently, the Court denies the Motion for Summary Judgment filed by the defendant party, the Commonwealth of Puerto Rico." *Servidores Públicos Unidos y otros v. Estado Libre Asociado de Puerto Rico y otros*, SJ2018CV05288, Docket No. 69, (Court of First Instance, San Juan, August 31, 2021) (Translation provided by the undersigned attorneys).

[3] It should be noted that the current chair of the PRIC, María T. Quintana, began her official duties on December 1, 2023.

[4] *See*, **Exhibit 1**, Letter dated May 23, 2022, from the Union to the PRIC Chair regarding disaffiliations requests. Within the Rule 12(b)(b) framework, a court may consider matters of public record and facts susceptible to judicial notice. *United States ex rel. Winkelman v. CWS Caremark Corp.,* 827 F. 3d 201, 208 (1st Cir. 2016). The First Circuit explained that "[u]nder certain 'narrow exceptions,' some extrinsic documents may be considered without converting a motion to dismiss into a motion for summary judgment. *Watterson v. Page,* 987 F.2d 1, 3 (1st Cir. 1993). These exceptions include 'documents the authenticity of which are not disputed by the parties;…official public records;…documents central to plaintiffs' claim; [and]…document sufficiently referred to in the complaint.'" *Id*. Furthermore, the United States District Court for the District

Based on these allegations, Plaintiff seeks a preliminary injunction to prevent PRIC's and Quintana's alleged violation of Rigau's First Amendment right not to subsidize a labor organization. Plaintiff's arguments, however, misrepresent the actions taken by the PRIC and Quintana by falsely alleging that they are acting in concert with the Union to deduct the Plaintiff's wages against his authorization or consent. Although it is true that these deductions are taking place, once the Union notifies the PRIC that Plaintiff is no longer with the Union, it will stop the deductions from his wages. Thus, the matter does not warrant the issuance of a permanent injunction against the PRIC and Quintana. Moreover, declaratory relief against the PRIC and Quintana is also not proper because neither the agency nor the official is performing an ongoing legal violation and a declaratory judgment is unavailable where there is no ongoing legal violation.

Accordingly, the appearing Defendants respectfully move to dismiss pursuant to Fed. R. Civ. P. 12(b)(6) because the Complaint fails to state any plausible claim for relief. Even accepting the allegations as true, the PRIC is entitled to Eleventh Amendment immunity and Quintana cannot be forced to disaffiliate employees from the Union and, consequently, cease the collection of union dues before the Union certifies that an employee is no longer part of the Union. It is reasonable and lawful for the Union to notify the employer before the employer ceases deducting union dues since it is the Union that

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of Puerto Rico has also clarified that "under First Circuit precedent, when a complaint's factual allegations are expressly linked to - and dependent upon - a document of unchallenged authenticity, then the court can review it when deciding a motion to dismiss without converting the motion into a motion for summary judgment." *Molina v. Unión Auténtica,* 555 F. Supp. 2d 284, 293 (D.P.R. 2007*); see also Manhattan Telecommunications Corp., Inc. v. Dial America Marketing, Inc.,* 156 F. Supp. 2d 376 (S.D.N.Y. 2001).

determines affiliation membership status based on its constitution and bylaws, pursuant to the in-force Collective Bargaining Agreement between the PRIC and the Union.[5]

II. STANDARD OF REVIEW

1. FED. R. CIV. P. 12(B)(6)

To survive dismissal under a Rule 12(b)(6) motion, a complaint must allege a plausible entitlement to relief, requiring more than labels and conclusions. *Rodríguez-Vives v. Puerto Rico Firefighters Corps.*, 743 F.3d 278, 283 (1st Cir. 2014); *Cardigan Mountain School v. New Hampshire Ins. Co.*, 787 F.3d 82, 84 (1st Cir. 2015) (citing *Ashcroft v. Iqbal*, 556 U.S. 662, 678 (2009)). Plausibility exists when the pleaded facts allow the court to reasonably infer that the defendant is liable for the misconduct alleged. *Morales-Cruz v. University of Puerto Rico,* 676 F.3d 220, 224 (1st Cir. 2012); *Sepúlveda-Villarini v. Department of Educ. of P.R.,* 628 F.3d 25, 30 (1st Cir. 2010).

At this stage, the court must accept as true all well-pleaded facts and indulge all reasonable inferences in Plaintiff's favor. *Bell Atl. Corp. v Twombly,* 550 U.S. 544, 555 (2007). Dismissal is appropriate if the complaint fails to set forth "'factual allegations, either direct or inferential, respecting each material element necessary to sustain recovery under some actionable legal theory'". *Gagliardi v. Sullivan,* 513 F.3d 301, 305 (1st Cir. 2008) (citing *Centro Médico del Turabo, Inc. v. Feliciano de Melecio*, 406 F.3d 1, 6 (1st Cir. 2005)). Courts must differentiate between well-pleaded facts, which must be credited, and bald assertions, and unsupported conclusions, which can be ignored. *LaChapelle v. Berkshire*

[5] *See* Docket No. 39-1 at 6. Section 6 of Article VII of the Collective Bargaining Agreement between the Puerto Rico Industrial Commission and the Union establishes that "[a]ffiliate membership status shall be determined by the Union on the basis of its constitution and bylaws."

Life Ins., 142 F.3d 507, 508 (1st Cir. 1998) (citing *Aulson v. Blanchard*, 83 F.3d 1, 3 (1st Cir. 1996)); *Buck v. American Airlines, Inc.*, 476 F.3d 29, 33 (1st Cir. 2007)). Formulaic recitations of elements or threadbare recitals of a cause of action do not suffice if they are only supported by mere conclusory statements or if the complaint tenders simple assertions that are devoid of any facts. *Ashcroft*, 556 U.S. at 678. The plausibility standard is not akin to a probability requirement but demands more than a sheer possibility of unlawful action. *Ashcroft*, 556 U.S. at 662. The Court's role is not to conjecture an actionable claim beneath a complaint's sketchy allegations. *Oliveras-Sifre v. Puerto Rico Dept. of Health*, 214 F.3d 23, 27 (1st Cir. 2000).

III. LEGAL ANALYSIS

A. The Complaint fails to state a plausible claim under § 1983 against the Puerto Rico Industrial Commission and its Chair.

Dismissal is warranted under Fed. R. Civ. P. 12 (b)(6). The Complaint fails to state a plausible claim for relief because (1) injunctive and declaratory relief are not available against the Puerto Rico Industrial Commission under Eleventh Amendment grounds, and (2) Quintana, as Chair of the PRIC, does not have the authority to disaffiliate employees from the Union and, consequently, cease the collection of union dues before the Union certifies that an employee is no longer part of the Union.

1. Injunctive and declaratory relief are not available against the Puerto Rico Industrial Commission under Eleventh Amendment Immunity.

At the outset, the Eleventh Amendment prohibits federal suits in law, equity, or admiralty against state governments **by a state's own citizens**, by citizens of another state, or by citizens of foreign countries. Erwin Chemerinsky, FEDERAL JURISDICTION, 396

(9th ed. 2025); *see also Edelman v. Jordan*, 415 U.S. 651 (1974); *Missouri v. Fiske*, 290 U.S. 18, 28 (1933); *Hans v. Louisiana,* 134 U.S. 1, 15 (1890). *Hans* held that the Eleventh Amendment grants States a general constitutional sovereign immunity. *Hans*, 134 U.S. at 13 (citing The Federalist No. 81, at 505 (Alexander Hamilton)); *see also*, Melvyn R. Durchslag, STATE SOVEREIGN IMMUNITY, 67 (2002). **Currently**, **sovereign immunity stands as an absolute bar to suit against state governments, subject only to the exceptions carved out by the Supreme Court**. However, the State must assert this immunity, because it does not automatically destroy a court's original jurisdiction. *Wis. Dep't of Corr. v. Schacht,* 524 U.S. 381, 389 (1998). Instead, it grants the State a legal power to assert a sovereign immunity defense should it choose to do so. *Id.* Once a State asserts Eleventh Amendment immunity, a federal court is ordinarily divested of subject-matter jurisdiction over claims brought against it. *Fresenius Med. Care Cardiovascular Res., Inc. v. P.R. & the Caribbean Cardiovascular Ctr. Corp.,* 322 F.3d 56, 63 (1st Cir. 2003). In such circumstances, dismissal without prejudice as to the State is appropriate, allowing the plaintiff to refile the claim in any competent court should he or she choose. *Voisin's Oyster House, Inc. v. Guidry,* 799 F.2d 183, 188-89 (5th Cir. 1986). This principle is rooted in the historical understanding at the time of the Constitution's ratification that States could not be sued without their consent in either federal or state courts. Alfred Hill, *In Defense of Our Law of Sovereign Immunity*, 42 B.C. L. REV. 485 (2001). The Eleventh Amendment reflects the Founders' understanding that the Constitution did not guarantee individual affirmative relief against States, did not empower the federal government to coerce States into complying with federal commands, and did not authorize Congress to legislate directly over the

States because they are sovereign entities. Bradford R. Clark, *The Eleventh Amendment and the Nature of the Union*, 123 Harv. L. Rev. 1817, 1822 (2010).

Although not a state, the Commonwealth of Puerto Rico enjoys Eleventh Amendment immunity to the same extent. *Miya Water Projects Netherlands B.V. v. Financial Oversight and Management Board for Puerto* Rico, 138 F.4th 49, 54 (1st Cir. 2025) ("We have repeatedly held . . . that the Eleventh Amendment applies to Puerto Rico, and that Puerto Rico therefore enjoys Eleventh Amendment immunity") (citing *Toledo v. Sánchez,* 454 F.3d 24, 31 n.1 (1st Cir. 2006)); *Borrás-Borrero v. Corporación del Fondo del Seguro del Estado,* 958 F.3d 26, 33 (1st Cir. 2020); *Fresenius Med. Care Cardiovascular Res., Inc.,* 322 F.3d at 61.

This immunity also extends to agencies of the state government, which are considered "arms of a state" for purposes of the Amendment. *Vaquería Tres Monjitas, Inc. v. Irizarry,* 587 F.3d 464, 477 (1st Cir. 2009), citing *Hafer v. Melo*, 502 U.S. 21, 25 (1991); *Pastrana-Torres v. Corporación de Puerto Rico para la Difusión Pública*, 460 F.3d 124, 126 (1st Cir. 2006). Specifically, this District has previously concluded that the Puerto Rico Industrial Commission is an arm or alter ego of the Commonwealth and is entitled to immunity under the Eleventh Amendment. *Vicenty-Martell v. Estado Libre Asociado de Puerto Rico*, 48 F.Supp. 2d 81, 92 n.6 (D.P.R. 1999) ("The Puerto Rico Industrial Commission is an agency of the Commonwealth with quasi-judicial functions, created pursuant to the Compensation System for Work-Related Accidents Act, Law No. 54 of April 18, 1935"). **A state or a state agency is not a "person" that can be sued under 42 U.S.C. § 1983 in federal court**. *Will v. Michigan Dept. of State Police,* 491 U.S. 58, 71 (1989)

("neither a State nor its officials acting in their official capacities are 'persons' under § 1983"); *Brait Builders, Corp. v. Massachusetts, Div. of Capital Asset Management,* 644 F.3d 5, 11 (1st Cir. 2011) ("The Supreme Court has clearly said that the Eleventh Amendment bars federal suits by citizens against the state or state agencies") (quoting *O'Neill v. Baker,* 210 F.3d 41, 47 (1st Cir. 2000)); *Winters ex rel. Estate of Winters v. Arkansas Department of Health and Human Services,* 437 F.Supp. 2d 851, 898 (E.D. Ark. 2006).

As such, a § 1983 claim for injunctive relief, declaratory judgment or damages against the State itself is barred, and this is also true of suits against state officials in their official capacity because these suits are in fact against a State. *Will v. Michigan Dept. of State Police,* 491 U.S. 58, 71 (1989); *Pennhurst State School & Hosp. v. Halderman*, 465 U.S. 89, 102 (1984). *See also Steadfast Ins. Co. v. Agric. Ins. Co.,* 507 F.3d 1250, 1252 (10th Cir. 2007) ("Eleventh Amendment immunity applies regardless of whether a plaintiff seeks declaratory or injunctive relief, or money damages"); *Cotto v. Campbell*, 126 F.4th 761, 772 (1st Cir. 2025).

In view of this, Eleventh Amendment immunity deprives the Court of subject-matter jurisdiction pertaining to the PRIC because it is an arm of the Commonwealth of Puerto Rico and the case should be dismissed against it.

2. Issuing a permanent injunction is unwarranted against the Chair of the Puerto Rico Industrial Commission.

Now, turning to the PRIC Chair in her official capacity. Even though injunctive, declaratory and monetary relief against the PRIC is barred by the Eleventh Amendment, Plaintiff could obtain limited, prospective injunctive relief under *Ex Parte Young*, 209 U.S.

123 (1908), by the naming of a state official, rather than the state or agency. *See* Erwin Chemerinsky, FEDERAL JURISDICTION § 7.5 at 417 (9th ed. 2025). The ability to sue the state officer, however, depends on the nature of the relief sought and the claim presented by the plaintiff.

The Supreme Court in *Ex Parte Young*, 209 U.S. 123 (1908) held that the Eleventh Amendment does not preclude suits against state officers for injunctive relief, even when the remedy will enjoin the execution of an official state policy. Later cases, however, have significantly narrowed this holding by restricting what it means to prevent a continuing violation and by imposing conditions on a plaintiff's ability to sue a state officer even when the action is only to operate in the future. To satisfy this exception, the named state official "must have some connection with the enforcement" of the challenged statute. *Ex Parte Young*, 209 U.S. at 157. Otherwise, the suit is "merely making [the official] a party as a representative of the state" and therefore impermissibly "attempting to make the state a party." *Id*. In other words, the challenged act must be one that the official has a duty to enforce and the duty must be more than a mere general duty to enforce the law. 13 Charles Alan Wright & Arthur R. Miller, *Federal Practice and Procedure* § 3524.3 (3d ed., Oct. 2025 update). The "connection to enforcement" analysis is central to determining whether a named state official may be subject to a claim in federal court under *Ex Parte Young* exception. If the Court finds that the PRIC has no "connection to enforcement" to the alleged constitutional violation, the case must be dismissed against the PRIC Chair as well.

Here, Plaintiff sued the Chair of the PRIC "in her official capacity for purposes of injunctive relief and declaratory judgment only." (Docket No. 1 at 1, n. 1). In this manner, Plaintiff conceded from the beginning that *Ex Parte Young* is his only path to obtaining relief from this Court. However, key allegations are missing in the Complaint for this Court to weigh the likelihood of success against Quintana in her official capacity. Mainly, on the point of the appropriateness of the permanent injunction, Plaintiff has failed to establish that he meets the four-factor test against her.

i. Standard of Review of a Permanent Injunction.

A plaintiff seeking a permanent injunction is traditionally required to satisfy a four-factor test: (1) that he has suffered an irreparable injury; (2) that remedies available at law are inadequate to compensate for that injury; (3) that, considering the balance of hardships between the plaintiff and defendant, a remedy in equity is warranted; and (4) that the public interest would not be disserved by a permanent injunction. *Greene v. Ablon*, 794 F.3d 133, 156 (1st Cir. 2015). See also, *Doe v. Rhode Island Interscholastic League*, 137 F.4th 34, 40 (1st Cir. 2025) (recounting what a plaintiff must show for a district court to issue a permanent injunction). The Plaintiff must also demonstrate actual success on the merits of his claims for a district court to issue a permanent injunction. *U.S. v. Massachusetts Water Resources Authority*, 256 F.3d 36, 50 n. 15 (1st Cir. 2001). Permanent injunctions are a strong medicine, and they should not be issued merely to calm the imaginings of the movant. *Matos ex rel. Matos v. Clinton Sch. Dist.*, 367 F.3d 68, 73 (1st Cir. 2004).

i. Plaintiff has not suffered irreparable harm from the PRIC Chair's actions.

Irreparable harm is a necessary threshold for awarding permanent injunctive relief. Irreparable harm must be imminent, not remote or speculative. *Marriot v. County of Montgomery,* 426 F. Supp. 2d 1, 11 (N.D. N.Y. 2006). An alleged violation of a constitutional right triggers the finding of irreparable injury. *Conn. Dep't of Envtl. Prot.,* 356 F.3d 226, 231 (2d Cir. 2004). Because violations of constitutional rights are presumed irreparable, said allegations satisfy the requirement for showing irreparable injury. *Jolly v. Coughlin,* 76 F.3d 468, 482 (2d Cir. 1996); *Elrod v. Burns,* 427 U.S. 347, 373 (1976).

Here, Plaintiff alleges a violation of his First Amendment rights because the PRIC has not stopped collecting union dues after he wrote on March 26, 2025, requesting the Union and the PRIC both recognize his disaffiliation from the labor organization. (Docket No. 1 at 7, ¶ 30). The PRIC Chair did not act on Plaintiff's request because the process of union membership affiliation is entirely left to the Union. Once the Union certifies membership status to the PRIC, payroll implementation follows as an administrative procedure. Importantly, the PRIC Chair does not independently evaluate the constitutional sufficiency of withdrawing consent for union membership by its employees, does not conduct hearings regarding union disaffiliation, and does not possess unilateral authority to discard an employee's union membership status without exposing the agency to a potential unfair labor practice liability under Commonwealth law. P.R. Laws Ann. tit. 29, § 69(b).

In view of the foregoing, the PRIC Chair did not cause the alleged constitutional violation because she did not have a duty to halt the collection of union dues while the agency's administrative records continued to reflect that he remained a Union member. Only upon receiving notice from the Union that Plaintiff was no longer a member would the PRIC Chair have authority to discontinue the deduction of union dues from his wages or upon a competent forum invalidates the in-force CBA. Accordingly, Plaintiff has not demonstrated that the PRIC Chair caused him irreparable harm.

Moreover, the Complaint fails to allege facts showing that the deductions at issue were not made pursuant to the enforcement of "legal obligations" governing the relationship between Plaintiff and the Union. Federal courts applying *Janus* have consistently limited its reach in several ways. First, *Janus* has been held to apply only prospectively. Accordingly, non-union employees are not entitled to restitution of fees collected before that decision, and unions may invoke a good-faith defense based on their reliance on presumptively valid state statutes. *See Akers v. Md. State Educ. Ass'n,* 990 F.3d 375, 382 (4th Cir. 2021) (ruling that a union defendant is entitled to use the good-faith defense with respect to the plaintiff's *Janus* claim); *Doughty v. State Emps.' Ass'n of N.H.*, 981 F.3d 128, 130, 132 n.3 (1st Cir. 2020) (affirming union's good-faith defense ruled by the district court); *Diamond v. Pa. State Educ. Ass'n,* 972 F.3d 262, 271 (3d Cir. 2020) (good faith defense is proper when there is no showing of malice or constitutional infirmity); *Wholean v. CSEA SEIU Loc. 2001,* 955 F.3d 332, 334-36 (2d Cir. 2020) (finding that *Janus* did not apply retroactively); *Lee v. Ohio Educ. Ass'n,* 951 F.3d 386, 391 (6th Cir. 2020); *Danielson v. Inslee,* 945 F.3d 1096, 1098-99 (9th Cir. 2019) (finding that it was proper to dismiss

against the union because it did not show bad faith when deducting the union dues); *Janus v. Am. Fed'n of State, Cnty. & Mun. Emps.*, 942 F.3d 352, 364-66 (7th Cir. 2019) (holding that a private party that acts under color of law for purposes of section 1983 may defend on the ground that it proceeded in good faith).

Other federal courts have likewise upheld that maintenance-of-membership provisions are valid, even when they require employees to continue paying union dues until the applicable escape period, after which membership may be terminated. These courts reason that the First Amendment does not grant an employee the right to renege on a voluntary promise to join and support a union. *Belgau v. Inslee*, 975 F.3d 940, 950 (9th Cir. 2020). Such commitments arise within a contractual relationship between the employee and the union. When obligations are voluntarily assumed, state contract law, not the First Amendment, governs their enforcement. *Cohen v. Cowles Media Co.*, 501 U.S. 663, 671 (1991). Put differently, the First Amendment does not excuse a plaintiff from complying with promises that would otherwise be enforceable under state law. *Id.*

In *Barlow v. Service Employees International Union Local 668*, 90 F.4th 607 (3d Cir. 2024), Pennsylvania public employees alleged violations of the First Amendment and due-process violations under the Fourteenth Amendment over their inability to end the dues deductions prior to the next revocation window and over the lack of procedures for post-resignation notice and ability to object to how dues were spent. The district court granted defendant's motion to dismiss under Fed. R. Civ. P. 12(b)(6) insofar as the case concerned employees' attempts to end the dues deductions within the annual revocation window. *Id.* at 611. Employees appealed and the Third Circuit Court of Appeals held that,

among other things, "*Janus* says nothing regarding a consenting employee's ability to contract to support a union for a time certain in exchange for the benefits of union membership," *id.* at 617, and that "the First Amendment does not extend a right which overrides [Plaintiff's] contractual obligations to pay dues until an agreed upon date, regardless of a subsequent choice to relinquish union membership". *Id.*

In *Biddiscombe v. Service Employees International Union*, Local 668, 566 F.Supp. 3d 269 (M.D. Pa. 2021), a state employee sued a labor union and state officials, alleging a § 1983 violation based on the assertion that, following her resignation from the union, she was forced to pay union dues as a nonmember in violation of *Janus* rights. The union and state officials moved to dismiss for failure to state a claim and moved for judgment on the pleadings. *Id.* at 272. The district court held, among other rulings, that *Janus* did not invalidate employee's agreement to authorize ongoing deductions until an "annual window period." *Id.* at 281. In that case, the terms of plaintiff's membership permitted her to revoke her dues deduction only during an annual window period that had lapsed one month prior. The court pointed out that the deduction of membership dues without authorization, under the context of an employer's or union's failure to promptly process a member's resignation notice and terminate the dues deductions, may be an injury, but not a constitutional one. *Id.* In other words, the claim is not a federal one; if anything, it would be a state claim.

Here, Plaintiff has submitted as Exhibit 4 to the Complaint a letter, which was dated January 13, 2023, addressed to the President of the Union. (Docket No. 1-4). In said letter, Plaintiff stated that he requested disaffiliation from the Union and for the Union to

cease union dues deduction, in accordance with the process informed by the President of the Union at the meeting held between them on January 9, 2023. It is not clear, then, if the Plaintiff has followed through with the process outlined by the Union for union resignation. To be clear, Quintana, as PRIC Chair, does not have the lawful authority to disaffiliate employees from the Union. Consequently, Plaintiff has failed to set forth the connection Quintana has with the enforcement of the alleged unconstitutional dues collection. Plaintiff only alleges that he does not consent to them, but, as discussed, *Janus* does not extend a right which overrides Plaintiff's contractual obligations to pay dues until an agreed upon date, regardless of a subsequent choice to relinquish union membership and Quintana does not have the authority to disaffiliate the Plaintiff from the Union.

ii. The Plaintiff will not be successful on the merits because the PRIC Chair does not have an enforcement connection to the alleged constitutional violation because payroll processing is administrative and triggered by union affiliation.

Presently, there is an in-force Collective Bargaining Agreement (CBA) between the PRIC and the Union. The Plaintiff already argued in the record that reliance on it is misplaced because it contains a provision mandating Union membership and dues deductions as a condition of employment at the PRIC. (Docket No. 33 at 2). This premise is flawed because the CBA remains in full force and effect. It is worth mentioning here that the CBA has a severability clause which provides that

> If, for any legal reason, any Court or competent Body, by means of a final and binding Judgment, declares null or unconstitutional or in conflict with the Legislation in force any of the Clauses, Sections, or Articles of this Collective Bargaining Agreement, this will not invalidate the remainder of it and all the other parts will continue to govern with full force and effect, with the exception of the

> affected part. The contracting parties shall meet within a period not exceeding ten (10) working days after becoming aware that a part of this Agreement has been declared null and void or in conflict, that is, inconsistent with any Law, to discuss a new provision that, if approved and ratified by the Appropriate Unit, shall become part of this Agreement with full force and effect.[6]

Even if the Court finds unconstitutional some parts of Article VII of the CBA, it would be improper to strike down the entire CBA or the entire CBA's Article VII. Parsing through Article VII, it is clear for example that Section 6 does not constitute a constitutional infirmity. Said section merely states that "[a]ffiliate membership status shall be determined by the Union on the basis of its constitution and bylaws." (Docket No. 39-1 at 6). Nothing in *Janus*[7] affects a union's purview on affiliate membership status or redirects it to the government employer. A sound reading of *Janus* also does not invalidate severability clauses in collective bargaining agreements.

Consequently, Plaintiff's argument fails. The PRIC or the PRIC Chair are not merely following orders from the Union. The government employer in this case cannot cease deducting union dues because the Union, or the Plaintiff, has not notified that Rigau is no longer a member. Plaintiff has communicated his position with the government employer, but ultimately the PRIC or the PRIC Chair cannot determine Plaintiff's affiliate membership status to instruct the Human Resources Office to stop deductions. This is prohibited by the in-force CBA and the law. The PRIC is not empowered to adjudicate membership disputes, interpret union bylaws, or independently determine whether an employee remains affiliated. That authority lies exclusively with the Union. Crucially, the

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[6] *See* Docket No. 43-1, Exhibit – Article LXXVI – Severability Clause of the CBA with Certified Translation.
[7] *Janus v. AFSCME*, 585 U.S. 878 (2018).

PRIC is deducting union dues from Plaintiff's wages because the Union notified the government employer that a Commonwealth court determination invalidated the disaffiliation process previously relied upon to stop deductions.[8] (Docket No. 1 at 6, ¶ 25). In this case, the PRIC needs to be informed of any change in Plaintiff's membership status to instruct the Human Resources Office and stop deductions.

Once the Union certifies membership status to the PRIC, payroll implementation follows as an administrative procedure. The PRIC Chair, in fact, lacks authority to provide the requested prospective relief because the deductions are triggered by union membership and governed by a binding and currently in-force CBA. Therefore, if the Court finds it proper to issue an injunction against the PRIC Chair under *Ex Parte Young*, it will effectively require her to violate the CBA and Commonwealth labor law.

Some federal courts have created "guideposts" to aid in deciding whether a state official meets the "connection" requirement under *Ex Parte Young*. The Tenth Circuit has held that to be a proper defendant under *Ex Parte Young* a government official must have a particular duty to enforce the statute in question and demonstrate willingness to exercise that duty. *Free Speech Coalition, Inc. v. Anderson,* 119 F.4th 732, 736 (10th Cir. 2024). The Fifth Circuit has similarly held that the following factors guide a court to determine whether a defendant has sufficient connection to the enforcement: (1) the state official has more than the general duty to see that the laws of the state are implemented; (2) the state official has a demonstrated willingness to exercise that duty; and (3) the state official,

[8] *See Servidores Públicos Unidos y otros v. Estado Libre Asociado de Puerto Rico y otros*, SJ2018CV05288 (Court of First Instance, San Juan, July 13, 2018).

through her conduct, compels or constrains persons to obey the challenged law. *Mi Familia Vota v. Ogg*, 105 F.4th 313, 325 (5th Cir. 2024); *see also*, *Free Speech Coalition, Inc. v. LeBlanc,* 697 F. Supp. 3d 534, 542 (E.D. La. 2023).

In this case, the PRIC Chair has the general duty of overseeing operations in the PRIC, including the human resources office, but that is not enough. She has not compelled union dues deductions or threatened termination for non-compliance with union dues deductions. Plaintiff's deductions are a result of the CBA, and union determination of membership. The proper entity capable of altering membership status to stop deductions is the Union. The PRIC Chair lacks unilateral authority to do so.

Accordingly, Plaintiff fails to establish the necessary enforcement connection required under *Ex Parte Young*. This is because, as stated in other papers filed before the Court, the PRIC Chair cannot, absent a labor law violation, unilaterally stop deductions from an employee that, as far as the agency knows, is still part of a union. Once the Union certifies that the Plaintiff is no longer part of the Union, deductions will cease because this is purely a payroll processing matter. Thus, the source of the "enforcement connection" needed to pierce sovereign immunity under *Ex Parte Young* is not present in this case. The PRIC Chair does not have a particular duty to cease union dues deductions at this time because Plaintiff is, by all accounts, a member of the Union and the PRIC Chair has not demonstrated a willingness to enforce any unconstitutional scheme.

iii. The balance of equities and the public interest weigh against injunctive relief.

When the government is a party, the balance of equities and the public interest factors merge. *Nken v. Holder,* 556 U.S. 418, 435 (2009). Accordingly, the Court should analyze these factors together. An injunction is a potent weapon that should be used only when necessary to safeguard a litigant's legitimate interests. *Charlesbank Equity Fund II v. Blinds to Go, Inc.*, 370 F.3d 151, 163 (1st Cir. 2004) (the preliminary injunction context). Crafting an injunction is an exercise of discretion and judgment, often dependent as much on the equities of a given case as well as the substance of the legal issues it presents. *See Winter v. Natural Resources Defense Council, Inc.*, 555 U.S. 7, 20, 24 (2008). In exercising such discretion, courts should carefully pay regard to the public consequences in employing the extraordinary remedy of injunction. *Weinberger v. Romero-Barcelo,* 456 U.S. 305, 312 (1982). A federal judge sitting as a chancellor is not mechanically obligated to grant an injunction for every violation of law. *Id.* (*citing Tennessee Valley Authority v. Hill*, 437 U.S. 153, 193 (1978)). This is because all equitable remedies are discretionary and the balancing of hardships inquiry is an appropriate guide to a judge's discretion. *Id*. (citing D. Dobbs, REMEDIES 52 (1973)).

In each case, courts "must balance the competing claims of injury and must consider the effect on each party of the granting or withholding of the requested relief." *Amoco Production Co.*, 480 U.S. 531, 542 (1987). "In exercising their sound discretion, courts of equity should pay particular regard for the public consequences in employing the extraordinary remedy of injunction." *Weinberger v. Romero-Barceló,* 456 U.S. at 312. Thus, "[a]n injunction should issue only where the intervention of a court of equity is essential to effectually protect property rights against injuries otherwise irremediable." *Voice of the*

Arab World, Inc. v. MDTV Med. News Now, Inc., 645 F.3d 26, 32 (1st Cir. 2011). This involves weighing "the balance of relevant hardships as between the parties." *Vaquería Tres Monjitas, Inc. v. Irizarry*, 587 F.3d 464, 482 (1st Cir. 2009). The Courts must balance "the hardships that will befall the nonmovant if the injunction does not issue." *Mercado-Salinas v. Bart Enterprises Int'l, Ltd.*, 671 F.3d 12, 19 (1st Cir. 2011).

Here, the balance tips in safeguarding the public interest in protecting the structure of labor relations between the PRIC and the Union. Puerto Rico does not have a statute conferring authority to Quintana or the PRIC as a public employer to affiliate or disaffiliate the Plaintiff from the Union and stop deductions. Simply ordering the public employer from ceasing the deduction of union dues, through injunctive relief, could constitute an unfair labor practice and undermine the public policy of the Government of Puerto Rico concerning employment relations. It is unquestionable that the PRIC or Quintana, under current state law, cannot intervene or participate in the organization or administration of any employee organization. Compare P.R. LAWS ANN. tit. 29, § 69; P.R. LAWS ANN. tit. 3, § 1452a(a). The structure of labor relations in Puerto Rico is underpinned through the promotion of industrial peace between employees and employers. *P.R. Laws Ann.* tit. 29, § 62. This is achieved through collective bargaining and depends largely upon fair, friendly, and mutually satisfactory relations. In this manner, the balance tips once again in favor of denying the permanent injunction against the PRIC and Quintana.

iv. Declaratory relief against the PRIC and the PRIC Chair is also barred.

Plaintiff seeks a declaratory judgment against the PRIC and the PRIC Chair in her official capacity stating that they violated his constitutional rights. (Docket No. 1 at 9). A

declaratory judgment "is meant to define the legal rights and obligations of the parties in anticipation of some future conduct, not simply to proclaim a liability for a past act." *Brown v. Rhode Island*, 511 F. App'x. 4, 6 (1st Cir. 2013). But that is precisely the sort of declaratory judgment Plaintiff seeks. Consequently, the claim for declaratory relief must be dismissed.

In *Green v. Mansour*, 474 U.S. 64 (1985), the Supreme Court held that a declaratory judgment is not proper to declare past constitutional violations. The Court reasoned that compensatory or deterrence interests are not enough to overcome the exigencies of the Eleventh Amendment. *Id.* at 68-69. The Court explained that declaratory relief cannot be used as an end-run around sovereign immunity. Because the PRIC or the PRIC Chair is not violating Plaintiff's constitutional rights, declaratory relief is barred on Eleventh Amendment ground.

v. "Notice Relief" against the PRIC and the PRIC Chair is also barred.

Plaintiff seeks that the Court require the PRIC to provide the Plaintiff with a written notice stating that compulsory dues policies are unconstitutional and unenforceable under the First and Fourteenth Amendment, among others. This type of relief is barred by the Eleventh Amendment because this is not the type of remedy designed to prevent ongoing violations of federal law. *Green v. Mansour*, 474 U.S. 64, 71 (1985). The Eleventh Amendment limits the Article III power of federal courts to provide "notice relief" as an independent form of relief. If there is no continuing violation of federal law to enjoin, then the *Ex Parte Young* exception does not apply. In other words, if the Court finds that the permanent injunction against the PRIC is proper and orders

stopping the deductions of the union dues from the Plaintiff's wages, then there is no ongoing violation of federal law. Thus, the notice relief sought by the Plaintiff falls outside the contours of the Court's available remedies based on Eleventh Amendment grounds.

IV. CONCLUSION

For the reasons set forth above, dismissal of Plaintiff's claims is warranted. First, the Complaint fails to state a claim upon which relief can be granted. The PRIC, as an arm of the Commonwealth of Puerto Rico, is entitled to Eleventh Amendment immunity and is therefore not subject to suit under 42 U.S.C. § 1983. Likewise, the claims asserted against the PRIC Chair, in her official capacity, do not fall within the narrow exception recognized in *Ex Parte Young*, as the Complaint does not plausibly allege an ongoing violation of federal law attributable to her conduct.

Instead, Plaintiff's own allegations establish that the deductions at issue stem from the Union's determination of membership status pursuant to the in-force CBA. The PRIC Chair does not determine union membership, nor may it unilaterally disaffiliate an employee from the Union. Rather, the PRIC Chair acts ministerially upon notice from the Union regarding an employee's affiliation status. Because the Complaint fails to plausibly allege that the PRIC and the PRIC Chair are responsible for the alleged constitutional violation, Plaintiff cannot sustain a claim for injunctive or declaratory relief against them.

Finally, declaratory relief is unavailable where, as here, the Complaint does not allege an ongoing violation of federal law and instead seeks to challenge conduct that is contingent upon the Union's own determination under the in-force CBA. Under these

circumstances, Plaintiff's claims fail as a matter of law. Notice relief is also barred under Eleventh Amendment immunity because it is retroactive relief, rather than prospective relief.

WHEREFORE, Defendants respectfully request that this Honorable Court dismiss the instant complaint in its entirety with prejudice against the PRIC and the PRIC Chair.

I HEREBY CERTIFY that on this same date, I electronically filed the foregoing with the Clerk of the Court using the CM/ECF system which will send notification of such filing to the parties subscribing to the CM/ECF system.

RESPECTFULLY SUBMITTED.

In San Juan, Puerto Rico, on this 16th day of March 2026.

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