

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

LUIS RIGAU

Plaintiff,

v.

MARIA T. QUINTANA, in her official capacity as President of the Puerto Rico Industrial Commission; **PUERTO RICO INDUSTRIAL COMMISSION; FEDERACIÓN CENTRAL DE TRABAJADORES, UFCW LOCAL 481**

Defendants.

CIVIL NO. 25-1630

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

COMPLAINT

TO THE HONORABLE COURT:

Plaintiff Luis Rigau (“Rigau”) hereby files this Complaint for declaratory and injunctive relief, compensatory, and nominal damages against Maria T. Quintana (“Quintana”), in her official capacity as President of the Puerto Rico Industrial Commission (“PRIC”)¹, the Puerto Rico Industrial Commission, and Federación Central de Trabajadores, UFCW Local 481 (“the Union”) (collectively, “Defendants”).

INTRODUCTION

1. Rigau brings this civil rights action pursuant to the Civil Rights Act of 1871, 42 U.S.C. § 1983 (“Section 1983”) for declaratory, preliminary injunctive, permanent injunctive, and monetary relief to redress and prevent deprivation under color of state law of Rigau’s rights, privileges, and immunities against compelled speech and association under the First and

¹ Defendant Quintana is being sued in her official capacity for purposes of injunctive relief and declaratory judgment only.

Fourteenth Amendments to the United States Constitution. Defendants, acting in concert as state actors and under color of state law, forced Rigau to become a member of a labor organization as a condition of employment and seized union dues from Rigau's wages against his will and without his authorization or consent, compelling Rigau to financially support the Union despite his written objections to membership and dues deductions.

2. On June 27, 2018, the U.S. Supreme Court held it unconstitutional for public-sector employers and unions to deduct and collect union dues or fees from public-sector employees without their affirmative consent and knowing waiver of their First Amendment rights. *Janus v. AFSCME, Council 31*, 585 U.S. 878, 930 (2018).

3. PRIC and the Union currently impose forced dues deductions requirements on all bargaining unit employees, including Rigau, as a condition of their employment by automatically treating them as union members and deducting full union dues from their pay. Under these policies, PRIC deducts and the Union collects dues from employees' wages, even from those who have resigned from Union membership and revoked any authorization for dues deductions.

4. PRIC and the Union violate Rigau's First Amendment rights by automatically deducting and collecting money from his wages without Rigau's consent, thereby denying the exercise of Rigau's First Amendment right under *Janus* not to subsidize a labor organization.

5. Rigau brings this civil rights action, pursuant to 42 U.S.C. § 1983, seeking: (a) a judgment declaring that Defendants' compulsory union dues policy is unconstitutional under the First Amendment, (b) injunctive relief against any further collection or acceptance of union dues that violate Rigau's First Amendment rights; (c) nominal damages for violating Rigau's First and Fourteenth Amendment rights; (d) compensatory damages and/or restitution for the full amount of Union dues unconstitutionally seized from Rigau's wages, within the appropriate 1-year

limitations period pursuant to 42 U.S.C. § 1983, plus applicable interest; and (e) 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

6. 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 Rigau by the Constitution of the United States, particularly the First and Fourteenth Amendments.

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

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

9. 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.

PARTIES

10. Plaintiff Luis Rigau resides in Cataño, Puerto Rico and works in San Juan, Puerto Rico.

11. Defendant Maria T. Quintana is sued in her official capacity as President of the Puerto Rico Industrial Commission ("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 Rigau and remitting them to the Union. Quintana's office is located at 677 Teniente César González Street, San Juan, Puerto Rico 00918.

12. 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(I)(b). Rigau is employed by PRIC, where he is the subject of compulsory union dues deductions.

13. 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(I)(b)(1) & 8(II)(b)&(c). 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 Rigau, and receives the dues that Quintana, as PRIC president, automatically deducts from the wages of the bargaining unit employees.

FACTUAL ALLEGATIONS

14. Rigau first started working for PRIC in June 1998 as an office clerk and has been continuously employed in the PRIC bargaining unit represented by the Union from that time through the present. Rigau is an "employee" within the meaning of *P.R. Laws Ann.* tit. 11, §§ 8(I)(b)(1) & 8(II)(b)&(c). Since June 1998, Rigau has been subject to the Union's exclusive representation.

15. 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.

16. 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”

17. PRIC pays the wages of its employees, including Rigau’s.

18. Without Rigau’s consent or authorization, PRIC withholds money from Rigau’s wages, and pays a portion of those wages to the Union.

19. Acting under color of state law, *P.R. Laws Ann.* tit. 11, § 8(I)(b)(1) & 8(II)(c), PRIC and the Union negotiated and entered into a collective bargaining agreement. Rigau’s job is included within the bargaining unit, as defined therein.

20. Article VII of the collective bargaining agreement between PRIC and the Union requires bargaining unit employees, like Rigau, to become and remain members of the Union as a condition of employment.

21. 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.

22. On July 20, 2018, PRIC received Rigau’s completed PRDOL fillable form, requesting an immediate end to both his union membership and dues deductions. *See* Exhibit. 1.

23. PRIC honored Rigau’s July 20, 2018, request within one month, ending Rigau’s membership in the Union and ceasing dues deductions.

24. On November 2, 2022, however, PRIC reversed its decision recognizing Rigau’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 non-members of the Union, like Rigau. *See* Exhibit 2. Pagani’s stated reason for the about-face was an August 31, 2021, decision by the Puerto Rico Court of First Instance in *Servidores Públicos Unidos y otros v. Estado Libre Asociado de Puerto Rico y otros*, Civil No. SJ2018CV05288, finding that the administrative procedures laid out in Puerto Rico’s Uniform Administrative Procedures Act, *P.R. Laws Ann.* tit. 3, § 2101 *et seq.*, were not followed when issuing the memorandum that accompanied the fillable union membership resignation form. The Puerto Rico Court of First Instance did not challenge public sector employees’ rights to freely withdraw from union membership or to stop dues deductions, as recognized by the U.S. Supreme Court in *Janus*.

25. The Union, through its then president, Antonio Cabán, contacted Pagani sometime between August 31, 2021, and November 1, 2022, asking that PRIC reinstate compulsory Union membership and dues deductions in its favor from the wages of all bargaining unit members, including Rigau.

26. On November 15, 2022, Rigau wrote the Union requesting that it maintain his non-membership status with the Union and refrain from any attempt to make unauthorized union dues deductions in accordance with his July 23, 2018, request and the *Janus* decision. *See* Exhibit 3.

27. The Union ignored Rigau’s November 15, 2022, request to maintain his non-membership status and to cease any attempts to collect union dues without his authorization.

28. PRIC unilaterally reinstated union dues deduction requirements on bargaining unit members, including Rigau, effective December 2, 2022.

29. On January 13, 2023, Rigau once again wrote to the Union demanding an end to forced Union membership and dues deductions. *See* Exhibit 4. But the Union again ignored his request.

30. On March 26, 2025, Rigau, through his legal representative, wrote to PRIC and the Union, again requesting that they recognize Rigau's Union membership resignation and end Union dues deductions. The Union rejected Rigau's request while PRIC ignored it.

31. In defiance of Rigau's lawful requests, PRIC and the Union have continued deducting and collecting union dues from Rigau's wages uninterruptedly since December 2, 2022.

32. PRIC deducts, and the Union collects, \$15 in dues each semi-monthly pay period from Rigau's wages. Union dues deductions total \$30 per month or \$360 per year.

COUNT I

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

33. Rigau re-alleges and incorporates by reference the paragraphs set forth above in this Complaint.

34. 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.

35. 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.*

36. PRIC and the Union lack Rigau's required consent for the deduction of union dues from his wages, as of his July 20, 2018 initial request.

37. PRIC's continued dues deductions and the Union's collection, despite Rigau's repeated, written notices of non-consent, violate Rigau'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.

38. PRIC, under color of state law, pursuant to the mandatory union membership requirements of the collective bargaining agreement with the Union, enforces a compulsory Union dues deduction policy so that, in coordination with the Union and at its behest, dues are automatically deducted from Rigau's wages and remitted to the Union.

39. The Union, under color of state law, pursuant to the mandatory union membership requirements of the collective bargaining agreement with PRIC, enforces a compulsory dues deduction and collection policy whereby it collects money from employees' wages as union dues without their affirmative voluntary consent and knowing intelligent waiver as *Janus* requires.

40. PRIC and the Union have failed and refused to terminate the compulsory dues deduction policy even after Rigau's written demands to have such deductions ceased.

41. Unless enjoined from so doing, PRIC and the Union will continue to deduct and collect dues despite Rigau's objections and lack of consent.

42. Rigau is suffering the irreparable harm and injury inherent in a violation of First Amendment rights, for which there is no adequate remedy at law, as a result of being subjected to PRIC's and the Union's compulsory union dues policy and continued deductions of union dues without his consent.

43. PRIC's and the Union's continued dues deduction and payment requirements, without Rigau's affirmative authorization and knowing waiver of his First Amendment rights, violate Rigau's First Amendment 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.

PRAYER FOR RELIEF

Wherefore, Rigau requests that this Court:

A. Declaratory Judgment: (i) Enter a declaratory judgment stating that PRIC and the Union violate Rigau'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 no longer consent to paying union dues.

B. Injunctive Relief: (i) Permanently enjoin PRIC and the Union from deducting and collecting dues and fees from Rigau's wages; and (ii) Permanently enjoin PRIC and the Union from maintaining and enforcing compulsory dues policies.

C. Damages: (i) Enter a judgment against the Union awarding Rigau compensatory damages or restitution in the amount of dues illegally deducted from Rigau's wages since November 18, 2024, under the appropriate 1-year limitations period pursuant to 42 U.S.C. § 1983, without his affirmative and knowing consent, plus applicable interest, for the continued and repeated violations of the First and Fourteenth Amendment; and (ii) Enter a judgment against the Union awarding Rigau nominal damages for the continued and repeated violations of his First and Fourteenth Amendment rights.

D. Costs and Attorneys' Fees: Award Rigau 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 Rigau with written notice stating that compulsory dues policies are unconstitutional and unenforceable under the First and

Fourteenth Amendments to the Constitution of the United States, and that bargaining unit members can exercise their First Amendment right to refrain from Union membership and its subsidization at any time; and (ii) Grant other and additional relief as the Court may deem just and proper.

RESPECTFULLY SUBMITTED.

Dated: November 18, 2025

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