

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 (PAD)

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

**MEMORANDUM OF LAW IN SUPPORT OF
MOTION FOR PRELIMINARY INJUNCTION**

TO THE HONORABLE COURT:

Plaintiff Luis Rigau (“Rigau”), through the undersigned counsel, respectfully submits the following Memorandum of Law in support of the motion requesting a Preliminary Injunction directed against Defendants Maria T. Quintana (“Quintana”), in her official capacity as President of the Puerto Rico Industrial Commission (“PRIC”), the Puerto Rico Industrial Commission (“PRIC”), and Federación Central de Trabajadores, UFCW Local 481 (“the Union”) (collectively, “Defendants”):

I. Background

Rigau filed his Complaint pursuant to 42 U.S.C. § 1983 on November 18, 2025 alleging that Defendants’ conduct, under color of state law, violates his federally protected constitutional rights that the United States Supreme Court affirmed in

Janus v. AFSCME, 585 U.S. 878 (2018), and requesting *inter alia* that the Court enjoin Defendants from deducting and collecting union dues from his wages—without his affirmative consent, and as a condition of employment with PRIC (Dkt. 1).

II. Preliminary Injunction Standard

In determining whether to grant or deny a preliminary injunction, this Court must consider four factors: “(1) the plaintiff’s likelihood of success on the merits; (2) the potential for irreparable harm in the absence of an injunction; (3) whether issuing an injunction will burden the defendants less than denying an injunction would burden the plaintiff; and (4) the effect, if any, on the public interest.” *Gonzalez–Droz v. Gonzalez–Colon*, 573 F.3d 75 (1st Cir. 2009) (quoting *Boston Duck Tours, LP v. Super Duck Tours, LLC*, 531 F.3d 1, 11 (1st Cir. 2008)). Of these four criteria, a showing of the likelihood of success on the merits has been held to be “the touchstone of the preliminary injunction inquiry.” *Philip Morris, Inc. v. Harshbarger*, 159 F.3d 670, 674 (1st Cir. 1998).

a. Rigau is likely to succeed on the merits.

The First Amendment guarantees public-sector employees’ rights not to support labor unions. *See Janus*, 585 U.S. at 892. (“The right to eschew association for expressive purposes is likewise protected.”); *Harris v. Quinn*, 134 S. Ct. 2618 (2014); *Knox v. Serv. Emps. Int’l Union*, 567 U.S. 298, 309 (2012) (“[T]he ability of like-minded individuals to associate for the purpose of expressing commonly-held views may not be curtailed.”); *Roberts v. U.S. Jaycees*, 468 U.S. 609, 623 (1984) (“Freedom of association . . . plainly presupposes a freedom not to associate.”); *Pacific*

Gas & Elec. Co. v. Public Util. Comm'n of Cal., 475 U.S. 1, 12 (1986) (“[F]orced associations that burden protected speech are impermissible”).

“Non-union dissenters may feel aggrieved that their policy preferences do not prevail; like a voter whose disfavored political party holds office, however, they are neither required to join the representative union nor perceived as endorsing its conduct.” *Carbonell v. Lopez-Figueroa*, 749 F. Supp. 3d 266, 268 (D.P.R. 2024) (internal citations omitted). Further, it is unconstitutional for public-sector employers and unions to deduct and collect dues or fees from public-sector employees without their affirmative consent and knowing waiver of their First Amendment rights. *See Janus*, 585 U.S. at 930.

Here, Rigau, a long-serving public employee of PRIC, requested the cessation of union dues deductions on July 20, 2018—on the heels of the U.S. Supreme Court’s *Janus* holding. Compl. § 21 (Dkt. 1). While PRIC originally honored Rigau’s demand, it later retracted its own decision by automatically reinstating compulsory union dues deductions effective December 2, 2022—at the Union’s urging, but without Rigau’s affirmative consent to either. Compl. §§ 23, 27.

PRIC deducts, and the Union collects, \$30 in membership dues per month (\$15 per pay period) from Rigau’s wages. Compl. § 31. Union dues deductions have continued unabated despite Rigau’s renewed written objections on November 15, 2022, January 13, 2023, and March 26, 2025. Compl. §§ 25, 28, 29. This unlawful, nonconsensual and automatic seizure of money from Rigau’s wages totals \$360 per

year, for a total of \$1,200 from the date PRIC unilaterally reinstated membership dues on December 2, 2022, through the present day, December 12, 2025.

The Union and PRIC defied and violated Rigau's constitutional right to disassociate himself from the Union. The First Amendment safeguards a government employee's right to refrain from associating with a labor organization at any time. *See Janus*, 585 U.S. at 892; *Knox*, 132 S. Ct. at 2288; *Roberts*, 468 U.S. at 623. Forcing employees, like Rigau, to pay union dues violates their First Amendment rights. *See Janus*, 585 U.S. at 893. This forced extraction of dues from employees that wish to disassociate from the Union contravenes basic First Amendment principles. *Id.* ("As Jefferson famously put it, 'to compel a man to furnish contributions of money for the propagation of opinions which he disbelieves and abhor[s] is sinful and tyrannical").

What PRIC and the Union have done is clear: they have taken Rigau's money against his will, in direct defiance of the Constitution and the U.S. Supreme Court's clear command. The First Amendment does not tolerate compelled speech or forced association, yet that is exactly what Rigau has been subjected to every month since December 2022. His objections could not have been clearer, and the law could not be clearer—public-sector employees may not be coerced into supporting union advocacy. Every dollar seized without consent represents an ongoing constitutional injury, and the Court should not allow such violations to persist for one moment longer. Rigau is overwhelmingly likely to succeed on the merits, and immediate injunctive relief is both necessary and just.

b. Rigau is likely to suffer irreparable injury unless the Court issues an Injunction.

Rigau has suffered—and continues to suffer—the irreparable harm and injury inherent in a violation of First Amendment rights by being subjected to forced dues deductions. “[T]he loss of First Amendment freedoms, for even minimal periods of time, unquestionably constitutes irreparable injury.” *Sindicato Puertorriqueño de Trabajadores v. Fortuño*, 699 F.3d 1, 10-11 (1st Cir. 2012) (quoting *Elrod*, 427 U.S. at 373). Absent preliminary relief, Rigau will suffer irreparable injury with each subsequent biweekly paycheck through its unconstitutional dues deductions and compelled union association.

Here, the threat of irreparable injury resulting from the infringement on Rigau’s First Amendment rights of speech and association clearly warrant injunctive relief. See *Vaqueria Tres Monjitas, Inc. v. Irizarry*, 587 F.3d 464, 484 (1st Cir. 2009) (“While certain constitutional violations are more likely to bring about irreparable harm, we have generally reserved this status for ‘infringements of free speech, association, privacy or other rights to which temporary deprivation is viewed of such qualitative importance as to be irremediable by any subsequent relief.’”) (quoting *Pub. Serv. of New Hampshire v. West Newbury*, 835 F.2d 380, 382 (1st Cir. 1987)).

Rigau’s injury is not just a matter of lost dollars, but of ongoing constitutional deprivation. Each compelled deduction forces him to sacrifice First Amendment rights in a way that no retrospective award could ever undo. Courts have long recognized that even brief losses of speech and association rights constitute

irreparable harm because those lost freedoms cannot be meaningfully restored once denied. Without an immediate injunction, that injury will recur twice a month at every pay period, compounding the unconstitutional burden and leaving Rigau without any adequate remedy at law. It is precisely to prevent this type of recurring and irreparable harm that preliminary relief is warranted.

c. The balance of hardships sharply favors Rigau.

There is no countervailing risk of harm to any other party that outweighs the irreparable harm Rigau faces here. Requiring dues deductions in favor of the Union as a condition of employment stifles Rigau's ability to assert his First Amendment right to refrain from subsidizing it. Issuing a preliminary injunction against the coercive practice of mandatory dues deductions would, therefore, prevent the chilling of protected speech under the First Amendment. Employees, like Rigau, should be free to exercise their First Amendment right to refrain from financially supporting the Union without fear of violating PRIC's employment requirements. *See Del Valle Group v. P.R. Ports Auth.*, 756 F. Supp. 2d 169, 183 (D.P.R. 2010) (quoting *Bates v. State Bar of Arizona*, 433 U.S. 350, 380 (1977)) (recognizing that the "possible harm to society from allowing unprotected speech to go unpunished is outweighed by the possibility that protected speech will be muted.") Public sector employees cannot be coerced into a forced association with a labor organization as a condition of government employment. *See Janus*, 585 U.S. at 929-930.

Defendants, by contrast, will not be materially harmed by a narrowly tailored injunction preserving Rigau's constitutional rights. An order prohibiting the

deduction of dues without affirmative and voluntary consent does not impair Defendants' legally cognizable interests. At most, Defendants would be required to conform their practices to existing constitutional requirements articulated in *Janus*, which makes clear that no public employee may be compelled to subsidize union speech without a clear and affirmative waiver of First Amendment rights. *See Janus*, 585 U.S. at 930.

The First Circuit has likewise recognized that alleged harms to government entities from compliance with constitutional mandates cannot outweigh the protection of fundamental rights. *See Fortuño*, 699 F.3d at 15 (holding in favor of an injunction where the government failed to show cognizable harm that could overcome First Amendment protections). Any administrative inconvenience to Defendants in altering payroll practices for one person is minimal and does not rise to the level of an irreparable injury. Accordingly, while Rigau faces ongoing, irreparable injury to core constitutional rights absent injunctive relief, Defendants would suffer no comparable injury from being required to cease unconstitutional conduct. The balance of hardships thus tilts decidedly in Rigau's favor.

d. Public interest supports injunctive relief.

It is "always in the public interest to prevent the violation of a party's constitutional rights." *Dorce v. Wolf*, 506 F. Supp. 3d 142, 145 (D. Mass. 2020) (internal citation omitted); *see also Déjà Vu of Nashville, Inc. v. Metro. Gov't of Nashville & Davidson Cnty.*, 274 F.3d 377, 400 (6th Cir. 2001) (same). This alone is enough to show that injunctive relief here serves the public interest. Public-sector

employees have a First Amendment right not to subsidize speech they do not wish to support. “Compelling individuals to mouth support for views they find objectionable violates . . . [a] cardinal constitutional command.” *Janus*, 585 U.S. at 892. The public interest suffers a disservice when a government agency is allowed to forcibly enroll employees into a labor organization’s membership rolls and extract money from their wages to subsidize such organization.

e. No bond should be required.

Federal Rule of Civil Procedure 65(c) authorizes conditioning injunctive relief on the posting of security “in an amount that the court considers proper.” Fed. R. Civ. P. 65(c). Districts courts, however, possess “broad discretion” in setting—or excusing—a bond. *See State v. Trump*, 2025 U.S. Dist. LEXIS 86024, at *61 (D.R.I. May 6, 2025) (internal citation omitted); *See also Ass’n of Am. Univs. v. DOE*, 2025 U.S. Dist. LEXIS 92726, at *73 (D. Mass. May 15, 2025) (same) (internal citation omitted). Courts weigh several factors when determining whether to exempt a preliminary injunction applicant from the bond requirement of Fed. R. Civ. P. 65(c). Exceptions to the bond requirement have been recognized where (1) there is no realistic likelihood of harm to the enjoined party, where posting a bond would impose a burden on the movant that outweighs any possible loss to the enjoined party, (2) when a movant seeks to enforce important federal rights or public interests, and (3) whether the likelihood of success on the merits of the claims at issue is “extraordinarily high” *Crowley v. Furniture & Piano Moving, Furniture Store Drivers, etc.*, 679 F.2d 978, 999-1000 n. 25 (1st Cir. 1982)), *rev’d on other grounds*. Rigau

satisfies all three of these elements warranting an exception to the bond requirement.¹

First, Defendants will suffer no monetary injury from compliance with an injunction that simply requires them to cease unconstitutional conduct. *See* Compl. at 9. At most, they must align their practices with the clear mandate of *Janus*, forbidding the deduction of union dues absent an employee’s affirmative and knowing consent. There is “no competing harm to the government with the issuance of preliminary relief that orders compliance . . . with the Constitution.” *State v. Trump*, 2025 U.S. Dist. LEXIS 86024, at *60 (internal citation omitted). Because complying with *Janus* and the Constitution would come at no cost to Defendants, the Court should exercise its discretion here to waive the bond requirement. *See Xiaotian Liu v. Noem*, 780 F.Supp. 3d 386, 405 (D.N.H. Apr. 29, 2025) (no bond imposed because the defendants did not explain the costs they would incur in complying with the preliminary injunction).

Procuring a bond also burdens natural persons suing institutions or other large legal entities. “A bond requirement would have a greater adverse effect where the applicant is an individual and the enjoined party an institution that otherwise has some control over the applicant . . .” *Flag Fables, Inc. v. Jeann Ann’s Country Flags & Crafts, Inc.*, 730 F.Supp. 1165, 1176 (D. Mass. 1989) (internal citations omitted).

¹ Rigau’s likelihood of success on the merits of his claims are “extraordinarily high” for the reasons already discussed. *See* Section II.A. The likelihood of success on the merits consideration, however, is “irrelevant to the issue of a bond requirement except in instances where the likelihood of success is extraordinarily high.” *See Flag Fables, Inc, v, Jeann Ann’s Country Flags & Crafts, Inc.*, 730 F.Supp. 1165, 1176 (D. Mass. 1989) (internal citations omitted).

Procuring a bond to vindicate constitutional rights would represent a hardship to Rigau, who is suing large entities like PRIC and the Union. PRIC has “some control” over Rigau because it employs him and sets his terms and conditions of employment, including forced union membership and dues deductions. *See id.* The Union, meanwhile, also exerts “some control” over Rigau because it collects dues from his wages and directs it to be expended in its advocacy. *See id.* Requiring a bond to vindicate constitutional rights, therefore, would impose a substantial hardship on Rigau, an individual plaintiff litigating against large institutional defendants such as PRIC and the Union.

Second, the First Circuit has recognized “a trend in ‘public interest’ litigation to only require nominal security or to completely dispense with the security requirement.” *Tamay v. Scott*, 2025 U.S. Dist. LEXIS 169877, at *11 (D. Me. Sept. 2, 2025) (quoting *Crowley*, 679 F.2d at 999-1000). The First Circuit in *Crowley* “recognized an exception to the bond requirement in suits to enforce important federal rights or public interests.” *See New York v. McMahon*, 784 F.Supp. 3d 311, 373 (D. Mass. May 22, 2025) (citing *Westfield High Sch. L.I.F.E. Club v. City of Westfield*, 249 F.Supp. 2d 98, 129 (D. Mass. 2003)). This is exactly the situation here: Rigau brings this action under 42 U.S.C. § 1983 to vindicate core First Amendment rights expressly delineated by the Supreme Court in *Janus*—namely, the right of a public employee not to be compelled to subsidize or associate with a labor union as a condition of employment. That is not a narrow, private dispute over money. It is a challenge to ongoing government practices that affect not only Rigau, but similarly-situated public

employees who wish to exercise their constitutional right to refrain from supporting union speech.

When a plaintiff seeks to halt an ongoing infringement of free speech and association rights and to bring governmental conduct into compliance with binding Supreme Court precedent, the public interest is at its apex and the rationale for dispensing with security is at its strongest. Imposing a bond in this context would risk chilling the enforcement of important federal rights by individual public employees who lack the resources of the governmental and union defendants they sue. The Court should therefore follow the First Circuit's guidance and decline to require any bond where, as here, a § 1983 plaintiff seeks preliminary relief to protect fundamental First Amendment rights and to advance a significant public interest.

In sum, no bond is necessary here. Because Defendants face no monetary harm and the injunction vindicates fundamental constitutional rights, the Court should exercise its discretion under Fed. R. Civ. P. 65(c) to require no bond. A bond here would serve no purpose but to burden parties seeking to vindicate core constitutional protections. Where the Constitution itself is at stake, the public interest is best served by ensuring that injunctive relief is swift and effective. The Court should therefore deny any request for security and make clear that compliance with fundamental rights carries no price tag.

III. Conclusion

The Court should grant Rigau's Motion for Preliminary Injunction and enjoin Defendants from deducting and collecting membership dues or other moneys in favor

of the Union as a condition of employment with PRIC in violation of Rigau's First Amendment right not to subsidize a labor organization.

WHEREFORE, it is respectfully requested that the Court issue a Preliminary Injunction, enjoining PRIC and the Union, and its agents, from seizing dues or any other payment to the Union from Rigau's wages in violation of Rigau's First Amendment right not to subsidize a labor organization.

RESPECTFULLY SUBMITTED.

In San Juan, Puerto Rico, this 12th day of December 2025.

s/ÁNGEL J. VALENCIA

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