UNITED STATES DISTRICT COURT
FOR THE DISTRICT OF PUERTO RICO

ORLANDO MÉNDEZ LÓPEZ; **JOSÉ COTTO MELÉNDEZ;** **JOSÉ A. RAMOS RAMOS;** **CIPRIÁN CENTENO RODRIGUEZ;** **JULIO OLIVARI;** **ANDRÉS SANTIAGO RIVERA;** **ÁNGEL CLASS SANTIAGO;** **DANIEL MALDONADO;** **JAVIER RODRIGUEZ SANTIAGO;** **JUAN A. VELAZQUEZ RIVERA;** **JAVIER MEJÍAS;** **REINALDO SANTOS;** **ENRIQUE LEÓN RODRIGUEZ;** **JAVIER RAMIREZ RIVERA;** **ELISAMUEL ROBLES SÁNCHEZ;** **DAVID RODRIGUEZ;** **FÉLIX PÉREZ ANDÚJAR;** **RIGOBERTO LÓPEZ;** **RENÉ SANTIAGO GARCIA,** Plaintiffs, **v.** **UNIVERSITY OF PUERTO RICO;** **ZAYIRA JORDÁN**, in her official capacity as President of the University of Puerto Rico; **UNIVERSITY OF PUERTO RICO WORKERS' UNION** Defendants.	**CIVIL NO. 25-01682 (SCC)** Constitutional Violation Action (42 U.S.C. § 1983), Declaratory Judgment, Injunctive Relief, Compensatory, Nominal, and Punitive Damages. Jury Trial Demanded.

MEMORANDUM IN SUPPORT OF
MOTION FOR JUDGMENT ON THE PLEADINGS

TO THE HONORABLE COURT:

Plaintiffs Orlando Méndez López ("Méndez"), José Cotto Meléndez ("Cotto"), José A. Ramos Ramos ("Ramos"), Ciprián Centeno Rodriguez ("Centeno"), Julio

Olivari ("Olivari"), Andrés Santiago Rivera ("Santiago Rivera"), Ángel Class Santiago ("Class"), Daniel Maldonado ("Maldonado"), Javier Rodriguez Santiago ("Rodriguez Santiago"), Juan A. Velazquez Rivera ("Velazquez"), Javier Mejías ("Mejías"), Reinaldo Santos ("Santos"), Enrique León Rodriguez ("León"), Javier Ramirez Rivera ("Ramirez"), Elisamuel Robles Sánchez ("Robles"), David Rodriguez ("Rodriguez"), Félix Pérez Andújar ("Pérez"), Rigoberto López ("López"), and René Santiago Garcia ("Santiago Garcia") (collectively, "Plaintiffs"), through the undersigned counsel, hereby file this Memorandum in Support of their Motion for Judgment on the Pleadings pursuant to Federal Rule of Civil Procedure 12(c).

INTRODUCTION

Plaintiffs filed their Amended Complaint on March 17, 2026 under 42 U.S.C. § 1983, invoking the First and Fourteenth Amendment protections of the United States Constitution against Defendants the University of Puerto Rico ("UPR"), Zayira Jordán ("Jordán") in her official capacity as President of the University of Puerto Rico, and the University of Puerto Rico Workers' Union ("the Union"), a bona fide public sector labor union within the meaning of 3 *P.R. Laws Ann.* § 702(a) (collectively, "Defendants"). Am. Compl. (Dkt. 23). UPR[1] and Jordán filed their Answer on April 21, 2026 (Dkt. 25). The Union also filed its Answer on April 21, 2026 (Dkt. 26).

[1] Unless otherwise specified, references to "UPR" shall encompass the actions of both Defendants Jordán and the University of Puerto Rico, as they collectively constitute the government employer for purposes of this Memorandum.

Plaintiffs are employed by UPR and are subject to the Union's exclusive representation. Plaintiffs are not dues-paying Union members, as is their First Amendment right under *Janus v. AFSCME Council 31*, 585 U.S. 878 (2018). Am. Compl., ¶¶ 2, 34; Union Answer, ¶ 34; Employer Answer, ¶ 34. In 2025, UPR awarded Union members a $3,000 increase in wages split in two installments: January 15, 2025, and July 15, 2025. UPR did not award these additional wage payments to Plaintiffs solely for exercising their First Amendment right to not be Union members. Am. Compl., ¶ 4. Defendants are unlawfully discriminating and retaliating against Plaintiffs by withholding $3,000 from their wages for exercising their First Amendment right not to be Union members or financially support its speech. The First Amendment's guarantees of freedom of speech and freedom of association protect public-sector employees from government discrimination and retaliation for exercising their First Amendment right not to join or subsidize a labor union. *See Carbonell v. Lopez-Figueroa*, 749 F. Supp. 3d 266, 289 (D.P.R. 2024).

JUDGMENT ON THE PLEADINGS STANDARD

Federal Rule of Civil Procedure 12(c) permits any party to move for judgment on the pleadings at any time "[a]fter the pleadings are closed," provided the motion does not delay the trial. Fed. R. Civ. P. 12(c). A motion for judgment on the pleadings under Rule 12(c) is generally treated the same as a motion to dismiss under Rule 12(b)(6), except that "a Rule 12(c) motion implicates all the pleadings, rather than the complaint alone." *Medicaid & Medicare Advantage Prods. Ass'n of P.R., Inc. v. Emanuelli-Hernández*, 2021 U.S. Dist. LEXIS 39402, at *22 (D.P.R. 2021) (citing

Aponte-Torres v. Univ. of Puerto Rico, 445 F.3d 50, 54–55 (1st Cir. 2006)). "Because a Rule 12(c) motion, like a Rule 12(b)(6) motion, requires some assessment of the merits of the case at its nascence, 'the court must view the facts contained in the pleadings in the light most favorable to the nonmovant and draw all reasonable inferences therefrom to the nonmovant's behoof.'" *Id.* (quoting *R.G. Fin. Corp. v. Vergara-Nunez*, 446 F.3d 178, 182 (1st Cir. 2006)).

"Under Rule 12(c), a movant can secure judgment on the pleadings only when 'it appears beyond a doubt that the nonmoving party can prove no set of facts in support of [its] claim [that] would entitle [it] to relief.'" *Cintron v. Bibeault*, 148 F.4th 37, 46 (1st Cir. 2025) (quoting *Feliciano v. Rhode Island*, 160 F.3d 780, 788 (1st Cir. 1998)) (changes in original).

FACTUAL BACKGROUND

Plaintiffs, at all relevant times, were not members of the Union and did not pay Union dues. Am. Compl., ¶¶ 2, 34; Union Answer, ¶ 34; Employer Answer, ¶ 34. On December 24, 2024, the Union published a bulletin announcing that "[a]fter long and intense negotiations with the University's administration and the Financial Oversight and Management Board", it was agreed that UPR would award $3,000 of additional wages to members of the Union. The bulletin explained that the disbursement would be divided between an initial installment of $2,000 payable on January 15, 2025, and a second $1,000 installment payable on July 15, 2025. Am. Compl., ¶ 35, Exhibit 1; Union Answer, ¶ 35; Employer Answer, ¶ 35.

On January 8, 2025, UPR sent a letter to Plaintiffs informing them of UPR's agreement with the Union whereby UPR would award additional wages to employees who were current on their Union membership dues up to September 5, 2024. Am. Compl., ¶ 36, Exhibit 2; Employer Answer, ¶ 36. On January 15, 2025, UPR awarded $2,000, the first installment of the $3,000 of additional wages, to members of the Union. Am. Compl., ¶ 38; Union Answer, ¶ 38; Employer Answer, ¶ 38. Plaintiffs, as nonmembers of the Union, were not awarded the $2,000 on January 15, 2025. Am. Compl., ¶ 39; Employer Answer, ¶ 39. On July 15, 2025, UPR awarded $1,000, the second installment of the $3,000 of additional wages, to members of the Union. Am. Compl., ¶ 41; Union Answer, ¶ 41; Employer Answer, ¶ 41. Plaintiffs, as nonmembers of the Union, were not awarded the $1,000 on July 15, 2025. Am. Compl., ¶ 42; Employer Answer, ¶ 42. Funding for the $3,000 of additional wages to members of the Union comes exclusively from the public fisc. Am. Compl., ¶ 43; Employer Answer, ¶ 43.

To date, Plaintiffs have not been awarded the $3,000 of additional wages, or any portion thereof. Am. Compl., ¶ 44; Employer Answer, ¶ 44. The sole reason for denying Plaintiffs the $3,000 is for exercising their First Amendment right not to join the Union. Am. Compl., ¶¶ 4, 39, 42, 44; Employer Answer, ¶¶ 4, 35, 36, 44; Union Answer ¶ 35. As a result of UPR's decision to provide the $3,000 of additional compensation solely to members of the Union, the current total compensation paid to Plaintiffs is $3,000 less than the compensation UPR paid to other employees in the bargaining unit who are Union members. This disparity in total compensation

persists today and will continue to exist unless and until UPR provides Plaintiffs the same $3,000 of additional wages it provided to members of the Union. Am. Compl., ¶ 45.

UPR and the Union intentionally structured the $3,000 of additional wages to be awarded to members of the Union while simultaneously denying it to Plaintiffs and other employees that had exercised their First Amendment right not to join or financially support the Union. Am. Compl., ¶¶ 4, 39, 42, 44; Employer Answer, ¶¶ 4, 35, 36, 39, 44; Union Answer, ¶ 35. UPR and the Union have acted under color of state law, 29 *P.R. Laws Ann.* § 62 and 29 *P.R. Laws Ann.* § 63 by negotiating and implementing terms and conditions of employment, including wages and rates of pay for UPR employees, including the payment of $3,000 of additional wages to only those members of the bargaining unit who were current on their Union membership dues on September 5, 2024. Am. Compl., ¶¶ 36, 55.

ARGUMENT

1. Defendants' illegal discrimination and retaliation against non-union employees violates 42 U.S.C. § 1983 and the First and Fourteenth Amendments.

"Section 1983 claims require that a plaintiff establish three elements for liability to ensue: (1) deprivation of a right, (2) a causal connection between the actor and the deprivation, and (3) state action." *Carbonell*, 749 F. Supp. 3d at 287 (quoting *Diaz-Morales v. Rubio-Paredes*, 170 F. Supp. 3d 276, 283 (D.P.R. 2016)). The University of Puerto Rico, as a public university system and public employer, is a state actor. In her role as President, Jordán is ultimately responsible for approving

and enforcing all agreements between the University of Puerto Rico and the Union—the exclusive representative for collective bargaining purposes of thousands of employees throughout the University of Puerto Rico system.

The University of Puerto Rico, acting through Jordán in her official capacity as its President, withheld the additional wages from Plaintiffs. The University of Puerto Rico, as a public employer, agreed to pay Union members an additional $3,000 in wages. Under the First Amendment, public-sector employees have the right to refrain from union membership and are not compelled to provide financial support to any labor union. *See infra Section 1.a.* Defendants violated Plaintiffs' First Amendment rights as secured against State infringement by the Fourteenth Amendment and 42 U.S.C. § 1983, by unlawfully discriminating against non-union employees due to their status as Union non-members. Defendants also violated Plaintiffs' First Amendment rights by unlawfully retaliating against them for choosing not to be a member of the Union by withholding from non-union employees the $3,000 of additional wages.

This continuing disparity is not merely a past injury—it is a present and ongoing condition of Plaintiffs' employment that discriminates and retaliates against them for exercising their First Amendment right not to join or financially support the Union. So long as UPR refuses to provide Plaintiffs the $3,000 of additional wages that it provided to Union members, UPR is maintaining a discriminatory and retaliatory pay structure that presently and continuously infringes Plaintiffs' rights under the First and Fourteenth Amendments. Am. Compl., ¶ 46.

a. The First Amendment protects Plaintiffs' decision to decline association with or payment of moneys to the Union, and prevents discrimination against nonmembers of the Union.

The First Amendment guarantees public-sector employees the right not to support or associate with labor unions. *Janus*, 585 U.S. at 892 ("The right to eschew association for expressive purposes is likewise protected."); *Harris v. Quinn*, 573 U.S. 616 (2014); *Knox v. SEIU Local 1000*, 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. United States Jaycees*, 468 U.S. 609, 623 (1984) ("Freedom of association . . . plainly presupposes a freedom not to associate."); *Abood v. Detroit Bd. of Educ.*, 431 U.S. 209, 233 (1977), *overruled on other grounds by Janus*, 585 U.S. 878; *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."). *See also Wooley v. Maynard*, 430 U.S. 705, 714 (1977) ("[F]reedom of thought . . . includes both the right to speak freely and the right to refrain from speaking at all.").

While a public employee's right to free association is often discussed in the context of political associations, the right also involves the ability to associate with, or refrain from associating with, a labor union. *Janus*, 585 U.S. at 925–26 (explaining that requiring support of a political party and forced subsidization of union speech are just as unconstitutional as patronage). "[I]n the public sector, both collective bargaining and political advocacy and lobbying are directed at the government," and bargaining subjects, "such as wages, pensions, and benefits are

important political issues." *Harris*, 573 U.S. at 636–37. Requiring employees to first join or financially subsidize a labor union to be eligible for an employer benefit is synonymous with compelling monetary contributions to political candidates or positions the Union supports.

In *Janus*, the Supreme Court held that a "union may not negotiate a collective-bargaining agreement that discriminates against nonmembers, . . . *[and] it is questionable whether the Constitution would permit a public-sector employer to adopt a collective-bargaining agreement that discriminates against nonmembers*." *Janus,* 585 U.S. at 899 (emphasis added) (internal citations removed). So "the Constitution does not permit a public-employer to adopt a [collective bargaining agreement]—or later interpret it—in a manner that discriminates against non-members." *Carbonell*, 749 F. Supp. 3d at 288 (emphasis in original).

b. Denying wages to public sector employees based on lack of union membership violates the First Amendment.

It violates the First Amendment for government employers to offer greater employer benefits to employees who join a labor union and pay its membership dues than to employees who do not join or financially support a union. *See Carbonell*, 749 F. Supp. 3d at 287–89 (withholding a supplemental health benefit from non-union members violated their constitutional rights); *see also Brannian v. City of San Diego*, 364 F. Supp. 2d 1187, 1194–95 (S.D. Cal. 2005) (limiting eligibility for a dental plan only to union members violated non-union employee's constitutional rights). A public employer's withholding of benefits "based upon disassociation or membership status [in a union] . . . is either retaliation for exercise of non-union members' post-*Janus*

non-associational rights under the First Amendment under the Constitution or simply discrimination." *Carbonell*, 749 F. Supp. 3d at 289 (citing *Brannian*, 364 F. Supp. 2d at 1195) (First Amendment violation for a union to permit flex spending dollars for dental benefits to union members but not to nonunion members)).

Here, UPR agreed with the Union to provide $3,000 in additional wages exclusively to members of the Union while withholding it from non-member employees that exercised their First Amendment right not to be part of the Union or pay its membership dues. Plaintiffs' lack of Union membership or dues payments was the sole basis for UPR and the Union agreeing to not pay them the additional wages. The resulting coercion to join and support the Union by awarding the additional wages only to Union members and discrimination against non-members by depriving them of the additional $3,000 given to Union members violates Plaintiffs' First Amendment right of non-association, free from supporting or financially subsidizing a labor organization. *See Janus*, 585 U.S. at 893–95.

As in *Carbonell*, withholding a benefit paid by the government employer—like $3,000 in additional wages—based solely upon union membership status constitutes discrimination in violation of the First Amendment. *See Carbonell*, 749 F. Supp. 3d at 289 ("as [a] matter of law [ ] where the Union is the exclusive bargaining agent on behalf of union members and nonunion members alike, it is a First Amendment violation for the Public Employer to adopt a [collective bargaining agreement] . . . that discriminates against the disassociating or unaffiliated public employees by withholding [benefits] paid by the government solely based upon union

membership status"). Requiring individuals to join a union to receive certain employer-provided benefits "constitute[s] an objective coercion to join the union." *Brannian*, 364 F. Supp. 2d at 1195 (citing *NLRB v. Gaynor News Co.*, 197 F.2d 719, 722 (2d Cir. 1952)) ("Discriminatory conduct . . . is inherently conducive to increased union membership" because it "'encourages' union membership, by increasing the number of workers who would like to join and/or their quantum of desire.")).

The constitutional right under siege here is of the highest order: Individuals' 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. "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.'" *Id.* at 893. Pressuring employees to join the Union and pay its membership dues has the unlawful purpose of endangering workers' right not to subsidize the Union. The U.S. Constitution does not tolerate such extreme interference in employees' First Amendment rights.

DECLARATORY AND INJUNCTIVE RELIEF ARE WARRANTED

The Court should award Plaintiffs declaratory and injunctive relief for Defendants' unconstitutional action of withholding additional wages solely for foregoing association with or payments to the Union. Defendants, in doing so, have subjected Plaintiffs to the deprivation of their rights, privileges, and immunities

guaranteed by the First and Fourteenth Amendments to the United States Constitution.

The Court should enter a declaratory judgment pursuant to 28 U.S.C. § 2201 and Fed. R. Civ. P. 57, declaring that Defendants violated Plaintiffs' constitutional rights by awarding additional wages exclusively to Union members, thereby discriminating against Plaintiffs solely for exercising their First Amendment right not to be associated with the Union or pay its membership dues. The Court should also declare that UPR cannot require Union membership nor the payment of Union dues as a condition for receiving the additional wages.

The Court should grant Plaintiffs' request for injunctive relief, permanently enjoining UPR from denying the additional wages to employees just because of their decision to forgo Union association and subsidization, which UPR continues to withhold from Plaintiffs' wages.

The Court should grant any equitable relief it may deem just and proper to remedy the reduction in wages Plaintiffs have already suffered for exercising their constitutional right not to be associated with the Union. The Court should also grant Plaintiffs their reasonable attorneys' fees under the Civil Rights Attorneys' Fees Award Act of 1976, 42 U.S.C. § 1988.

CONCLUSION

For these reasons, the Court should grant Plaintiffs' Motion for Judgment on the Pleadings against Defendants the University of Puerto Rico, Zayira Jordán in

her official capacity as President of the University of Puerto Rico, and the University of Puerto Rico Workers' Union and grant the requested relief.

CERTIFICATE OF SERVICE

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

RESPECTFULLY SUBMITTED.

Dated: May 29, 2026

s/ ÁNGEL J. VALENCIA
Ángel J. Valencia
USDC- PR 300009
Liberty Justice Center
7500 Rialto Blvd. Suite 1-250
Austin, Texas 78735
Telephone: (512) 481-4400
avalencia@ljc.org

s/ JESSICA CRAINE
Jessica Craine (*pro hac vice*)
District of Columbia Bar No. 90041078
Liberty Justice Center
7500 Rialto Blvd. Suite 1-250
Austin, Texas 78735
Telephone: (512) 481-4400
jcraine@ljc.org

s/ MILTON L. CHAPPELL
Milton L. Chappell (*pro hac vice*)
District of Columbia Bar No. 936153
National Right to Work Legal Defense Foundation, Inc.
8001 Braddock Road, Suite 600
Springfield, Virginia 22160
Telephone: (703) 321-8510
mlc@nrtw.org

Counsel for Plaintiffs