

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

LUIS RIGAU

Plaintiff

v.

**MARÍA 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-HRV)

**MOTION IN OPPOSITION TO PRELIMINARY INJUNCTION AT DOCKET NO. 4
TO THE HONORABLE COURT:**

COME NOW codefendants María T. Quintana, in her official capacity as President 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. INTRODUCTION AND PROCEDURAL BACKGROUND

Plaintiff Luis Rigau (Rigau) seeks a preliminary injunction against the Puerto Rico Industrial Commission (PRIC), the President of the PRIC in her official capacity (Quintana), 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 June 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 *Joint 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 unions 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 invalid because the DLHR and the HRATO did not follow the local Uniform Administrative Procedures Act to enact them as an agency rule.² The state court entered Judgment in said case on August 30, 2021 and it was never appealed.

¹ These memos were published in Spanish, and no English versions are available as of this date. The memos are found here:

https://oath.pr.gov/ServiciosProgramas/Area_Asesoramiento_Legal/Division_Asuntos_Legales_Legislativos/Comunicacoines%20Numeradas/2018/MEC-2018-01.pdf and https://oath.pr.gov/ServiciosProgramas/Area_Asesoramiento_Legal/Division_Asuntos_Legales_Legislativos/Comunicacoines%20Numeradas/2018/MEC-2018-02.pdf. (Last visited February 3, 2026).

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

Now then, 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).

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 it is 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, if 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 preliminary injunction at this juncture of the litigation.

II. A PRELIMINARY INJUNCTION IS UNWARRANTED IN THE PRESENT CASE AGAINST THE PRIC AND QUINTANA

1. Standard of Review.

A district court must find the following four elements satisfied to grant a preliminary injunction: (i) the movant's likelihood of success on the merits; (ii) the likelihood of irreparable harm absent interim relief; (iii) that the balance of equities tips

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 president of the PRIC, María T. Quintana, began her official duties on December 1, 2023.

in the movant's favor; and (iv) the service of public interest by granting the injunctive relief. See *Arborjet v. Rainbow Treecare Scientific Advancements, Inc.*, 794 F.3d 168 (1st Cir. 2015); *Angel Luis García Espinal v. Garret J. Ripa*, Civil No. 26-1039-GMM, 2026 WL 184719, at *2 (D.P.R. January 23, 2026) (holding temporary restraining order standard is the same as those for granting a preliminary injunction). A preliminary injunction is an "extraordinary and drastic remedy," never awarded as of right. *Munaf v. Green*, 553 U.S. 674, 690 (2008). Whether to issue a preliminary injunction depends on balancing equities where the requisite showing for each of the four factors turns, in part, on the strength of the others. *Concrete Machinery Co., Inc. v. Classic Lawn Ornaments, Inc.*, 843 F.2d 600, 611-13 (1st Cir. 1988). Because a preliminary injunction is an extraordinary remedy, the right to relief must be clear and unequivocal and the district court's authority to grant them should be used sparingly. *Greater Yellowstone Coal. v. Flowers*, 321 F.3d 1250, 1256 (10th Cir. 2003); *Mass. Coal. of Citizens with Disabilities v. Civ. Def. Agency & Off. of Emergency Preparedness*, 649 F.2d 71, 76 n.7 (1st Cir. 1981).

Here, the movant fails to demonstrate the first element—likelihood of success on the merits—required for this Honorable Court to grant a preliminary injunction against the PRIC and Quintana, and likewise fails to satisfy the remaining factors.

2. Plaintiff is unlikely to succeed on the merits against PRIC and Quintana.

The movant's likelihood of success on the merits, "weighs most heavily in the preliminary injunction calculus." *Shurtleff v. City of Bos.*, 986 F.3d 78, 85-86 (1st Cir. 2021) (citing *Ryan v. U.S. Immig. & Customs Enf't*, 974 F.3d 9, 18 (1st Cir. 2020)). When, as in this case, the interim relief sought by the plaintiff is essentially the final relief sought, the

likelihood of success should be strong. *Strahan v. Pritchard*, 473 F.Supp.2d 230, 235 (D. Mass. 2007); *Pye on Behalf of N.L.R.B. v. Sullivan Bros. Printers, Inc.*, 38 F.3d 58, 63 (1st Cir. 1994); *Asseo v. Pan American Grain Co., Inc.*, 805 F.2d 23, 29 (1st Cir. 1986). Simply put, if Plaintiff cannot demonstrate that he is likely to succeed on the merits, the remaining factors become “matters of idle curiosity.” *Id.* Plaintiffs cannot demonstrate this showing for several reasons.

A. Injunctive and declaratory relief is 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). 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. v. P.R. & Caribbean Cardiovascular Ctr. Corp.*, 322 F.3d 56, 61 (1st Cir. 2003).

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 stage 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 and ultimately the case will be dismissed against this arm of the state.

B. The President of the Puerto Rico Industrial Commission cannot be enjoined from deducting union dues from Rigau’s wages because it is unclear, at this point in the litigation, that Plaintiff has no “legal obligations” that are bargained-for and self-imposed with the Union under Puerto Rico contract law

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).

Here, Plaintiff sued the President of the PRIC “in her official capacity for purposes of injunctive relief and declaratory judgment only.” (Docket No. 1 at 1, n. 1). However, key allegations are missing in the Complaint and the Motion for Preliminary Injunction for this Court to weigh the likelihood of success against Quintana in her official capacity. Mainly, on the point of the appropriateness of the preliminary injunction, Plaintiff has failed to establish that the alleged deductions made were not made pursuant to enforcement of “legal obligations” between the Plaintiff and the Union.

Many federal courts post-*Janus* have limited this Supreme Court precedent in varied ways. First, *Janus* has been found to only apply prospectively and, thus, non-union employees are not entitled to court-order restitution of union fees paid before this decision and unions are entitled to a good-faith defense on a reliance of presumptively valid state statutes. *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 ruled that maintenance-of-membership provisions are valid, even if they compel an employee to continue to pay union dues until an escape period is reached when the employee drops their union membership. This is because the First Amendment does not support the right to renege on a promise to join and support a union. *Belgau v. Inslee*, 975 F.3d 940, 950 (9th Cir. 2020). Any promise made between the union and the employees is made in the context of a contractual relationship. When legal obligations are self-imposed, state law is what normally governs, not the First Amendment. *Cohen v. Cowles Media Co.*, 501 U.S. 663, 671 (1991). Put another way, the First Amendment does not entitle a plaintiff to disregard promises that would otherwise be enforced under state law. *Cohen*, 501 U.S. at 671.

In *Barlow v. Service Employees International Union Local 668*, 90 F.4th 607 (3rd 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 others, "*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. Penn. 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 informed by the Union for union resignation. To be clear, Quintana, as President of PRIC, does not have the 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.

3. Plaintiff has not suffered irreparable harm.

Irreparable harm is a necessary threshold for awarding preliminary injunctive relief. Preliminary 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). A preliminary injunction should not be issued except to prevent a real threat of harm. *Ross-Simons of Warwick, Inc. v. Baccarat, Inc.*, 102 F.3d 12, 19 (1st Cir.

1996); 11A Charles Alan Wright, Arthur R. Miller, Mary Kay Kane & Alexandra D. Lahav, FEDERAL PRACTICE & PROCEDURE § 2948.1 (3rd ed. September 2025 Update). A threat that is either unlikely to materialize or purely theoretical will not do. *Ross-Simons*, 102 F.3d at 19; *Pub. Serv. Co. v. Town of W. Newbury*, 835 F.2d 380, 382 (1st Cir. 1987). If a case can be adjudicated on the merits before the harm complained will occur, there is no sufficient justification for preliminary injunctive relief. 11A Wright, Miller & Kane, §2948.1. The irreparable harm must be “neither remote nor speculative, but actual and imminent.” *Betterroads Asphalth, LLC v. FirstBank Puerto Rico*, Civil No. 19-2919 (DRD) cons. With 19-2021 (DRD), 2020 WL 3125274, at *9 (D.P.R. June 12, 2020) (quoting *In re Catholic Sch. Employees Pension Tr.*, Civil No. 18-00108 (ESL), 2018 WL 1577704, at *4 (Bankr. D.P.R. Mar. 28, 2018).

The Supreme Court has frequently reiterated that the standard requires plaintiffs seeking preliminary relief to demonstrate that irreparable injury is likely in the absence of an injunction. *Los Angeles v. Lyons*, 461 U.S. 95, 103 (1983). Issuing a preliminary injunction based only on the possibility of irreparable harm is inconsistent with the characterization of injunctive relief as an extraordinary remedy that may only be awarded upon a clear showing that the plaintiff is entitled to such relief. *Mazurek v. Armstrong*, 520 U.S. 968 (1997) (*per curiam*). 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. v. Village of Gambell, Ak*, 480 U.S. 531, 542 (1987).

In most cases, irreparable harm constitutes a necessary threshold showing for an award of preliminary injunctive relief. Irreparable harm is “an essential prerequisite” for receiving such redress. The burden of demonstrating that a denial of interim relief is likely to cause irreparable harm rests squarely upon the movant. *Charlesbank Equity Fund II v. Blinds To Go, Inc.*, 370 F.3d 151, 162 (1st Cir. 2004) (Internal citation omitted). A finding of irreparable harm must be grounded on something more than conjecture, surmise, or a party’s unsubstantiated fears of what the future may have in store. *Regan v. Vinick & Young (In re Rare Coin Galleries of Am., Inc.)*, 862 F.2d 896, 902 (1st Cir. 1988). An injunction should issue only where the intervention of a court of equity “is essential in orders effectually to protect property rights against injuries otherwise irremediable.” *Cavanaugh v. Looney*, 248 U.S. 453, 456 (1919).

Here, Plaintiff failed to plead the factual allegations of irreparable harm needed to clear this threshold. In their request for preliminary injunction, Plaintiff alleges that he is suffering the irreparable harm that is inherent in a violation of First Amendment rights, for which there is no adequate remedy at law, because of being subjected to PRIC’s union dues policy and continued deductions of union dues. (Docket No. 1 at 8, ¶ 42). This is misconceived. In short, Rigau needs only to complete the disaffiliation process with the Union and the PRIC will cease the deduction of the fees. If the Union notifies the PRIC that Plaintiff is no longer with the Union, it will stop the deductions from his wages. In addition, Plaintiff knew of the alleged “harm” since late 2022 and it was not until 2025 when he wrote to the PRIC and filed this Complaint. While a delay in filing cannot be the sole basis for denial of a preliminary injunction, a delay can support a conclusion that the

plaintiff cannot satisfy the irreparable harm prong due to a lack of urgency. *Federal Education Association v. Trump*, 795 F.Supp. 3d 74, 100 (D.D.C. 2025) (quoting *Gordon v. Holder*, 632 F.3d 722, 724-25 (D.C. Cir. 2011); *McDermott ex rel. NLRB v. Ampersand Pub., LLC*, 593 F.3d 950, 965 (9th Cir. 2010) (untimely filings may support a conclusion that the plaintiff cannot satisfy the irreparable harm prong). Neither the Complaint nor the Motion for Preliminary Injunction explains Rigau's delay. In view of this, Plaintiff's allegation falls far short of establishing an irreparable injury. As such, Plaintiffs failed to meet the second prong for preliminary injunctive relief.

4. 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. A preliminary 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). Crafting a preliminary 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). The purpose of such interim equitable relief is not to conclusively determine the rights of the parties, but to balance the equities as the litigation moves forward. *University of Tex. v. Camenisch*, 451 U.S. 390, 395 (1981).

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. at 542. “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. 305, 312 (1982). 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 irreparable.” *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). A preliminary injunction is not appropriate unless there is “a fit (or lack of friction) between the injunction and the public interest.” *Nieves-Márquez v. Puerto Rico*, 353 F.3d 108, 120 (1st Cir. 2003).

Here, the balance tips in safeguarding the public interest in protecting the structure of labor relations between public employers and public employees. 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. Simply ordering the public employer from ceasing the deduction of union dues, through interim 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* PR LAWS ANN. tit. 29, Sec. 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. PR LAWS ANN. tit. 29, Sec. 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 preliminary injunction against the PRIC and Quintana.

III. CONCLUSION

For the reasons set forth above, denying Plaintiff's motion for preliminary injunction against the PRIC and Quintana is warranted. First, such relief is unavailable against the PRIC on Eleventh Amendment grounds. The PRIC is not a "person" under 42 U.S.C. § 1983 and *Ex Parte Young*, 209 U.S. 123 (1908) and it is an arm of the Commonwealth of Puerto Rico. Therefore, Plaintiff has failed to establish likelihood of success on the merits in favor of the extraordinary relief against the PRIC.

Second, issuing a preliminary injunction against Quintana, in her official capacity, is not proper because it is not clear based on the Motion for Preliminary Injunction and Complaint that alleged deductions made were not due to the enforcement of legal obligations between the Plaintiff and the Union. The holding in *Janus*, and its progeny, did not override Plaintiff's contractual obligations to pay dues until an agreed upon date. A permanent injunction may be proper under 42 U.S.C. § 1983 if the Court finds that there has been a constitutional injury, instead of a contractual one. Absent a strong showing of

constitutional infirmity – particularly given the uncertainty surrounding the contractual relationship between Plaintiff and the Union – it is highly likely that Plaintiff will not succeed on the merits of this case against Quintana. In addition, Plaintiff will not suffer irreparable harm because if the Union notifies the PRIC that Plaintiff is no longer with the Union, the agency will stop the deductions from his wages. Also, the delay in filing the Complaint and the Motion for Preliminary Injunction – almost two years since the alleged cognizable injury – supports the conclusion that the Plaintiff suffers no irreparable harm due to a lack of urgency. Finally, the balance tips in safeguarding the public interest in promoting the public peace between employees and employers. Ordering the PRIC or Quintana to cease the deductions would disrupt the labor relations between the parties. Under current state law, the government agency or the state official cannot intervene or participate in the organization or administration of any employee organization, and such action could constitute an unfair labor practice. Consequently, the Court should deny issuing a preliminary injunction against the PRIC and Quintana.

WHEREFORE, Defendants respectfully request that this Honorable Court deny Plaintiff’s Motion for Preliminary Injunction against the PRIC and Quintana in its entirety.

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 4th day of February 2026.

LOURDES L. GÓMEZ TORRES
Secretary of Justice

TANIA L. FERNÁNDEZ MEDERO
Deputy Secretary of Civil Litigation

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