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

SETTLEMENT AGREEMENT

WHEREAS Plaintiff Luis Rigau filed the above-captioned Complaint (the "Action") on November 18, 2025 (Docket No. 1).

IT IS HEREBY STIPULATED AND AGREED, by and among Plaintiff Luis Rigau ("Rigau"), Defendants Puerto Rico Industrial Commission ("PRIC"), and Maria T. Quintana ("Quintana"), in her official capacity as President of the Puerto Rico Industrial Commission (collectively, "the Parties"), through their respective counsel, each of whom represents and warrants they possess the requisite authority to bind the respective parties hereto, as follows:

1. In the interest of justice and without conceding or admitting liability, the Parties have agreed to settle all matters related to Rigau's claims and recovery of the attorney's fees and taxable costs spent in the litigation of the instant case.

2. Within forty-five (45) days after the signing of the instant Settlement Agreement, the PRIC shall pay the sum of **Three Thousand Dollars ($3,000.00)** to Rigau's counsel as and for attorney's fees and taxable costs incurred in connection with this litigation (the "Settlement

Amount"). Said payment shall be made payable to the National Right to Work Legal Defense Foundation, Inc. c/o Milton L. Chappell at 8001 Braddock Road, Suite 600, Springfield, VA 22160. Payment of the Settlement Amount to Rigau's counsel shall finalize all controversies among the Parties and fully resolve the Action among the Parties. Neither the PRIC's agreement to set a specific date for the payment of the Settlement Amount, nor any other term of this Agreement, including the commitments set forth in Paragraph 5, shall be interpreted or admissible as evidence of a policy, custom, or practice of the PRIC or the Commonwealth of Puerto Rico.

3. The parties recognize that the PRIC does not have fiscal autonomy and that the payment set forth in Paragraph 2 is conditioned upon the prior approval of the Office of Management and Budget ("OMB") and the Financial Oversight and Management Board for Puerto Rico ("FOMB"). Rigau recognizes and accepts that the PRIC cannot be held liable for any noncompliance or decision made by the OMB or the FOMB. Rigau agrees to provide any additional information or documentation required by the OMB, FOMB or the PRIC during the approval process.

4. Should the PRIC and the OMB need additional time to seek authorization from the FOMB for Puerto Rico to issue the Settlement Amount, the date specified in Paragraph 2 above will be extendable for twenty (20) additional days.

5. The PRIC pledges and agrees that it will not reinstate Rigau's union membership, nor initiate or reinstate any deduction of union dues or fees from Rigau's wages, salary, or compensation on behalf of any labor organization, unless and until Rigau and the Union jointly request such reinstatement in writing, together with Rigau's prior, express, affirmative, and knowing written consent to such membership or deductions. Absent such a joint request, the PRIC will remain neutral as to Rigau's union membership and will not otherwise reinstate or initiate it.

6. Once the payment set forth in Paragraph 2 has been paid, Rigau shall file a stipulation of voluntary dismissal with prejudice of all claims asserted against the PRIC and the Commonwealth in the above-captioned matter, with each party to bear its own costs. The Parties agree to execute any stipulation of dismissal required by the Federal Rules of Civil Procedure to effectuate the dismissal of this action as to Defendants Quintana and the PRIC, without prejudice to Rigau's claims against any non-settling defendant.

7. Nothing contained in this Agreement shall operate as a waiver or modification of the Title III Stay so as to permit the prosecution against the Commonwealth or any of the other Title III Debtors of any claim or claims by anyone other than Rigau as provided for herein; and the Commonwealth reserves all rights, defenses, and protections with respect to any matters pending or that may arise in the Title III Case, including the treatment of any claim arising from the Action under a plan of adjustment or otherwise in the Title III Case.

8. The PRIC, Quintana, and Rigau represent and warrant that they are properly and fully empowered to enter and execute this Agreement, that they know of no contractual commitment or legal limitation of, impediment to, or prohibition against their entry into this Agreement, and that the Agreement is legal, valid, and binding upon them and their successors and/or assignees.

9. Neither this Agreement, nor the settlement provided for herein, nor any statement made, action, or position taken, or document prepared or executed in connection with the negotiation, execution, or implementation of this Agreement shall be deemed to be, or construed as, (a) an admission by any party of any liability, wrongdoing, act, or matter or that any claim or defense has or lacks merit; (b) an admission that any policy, custom, or practice of the PRIC or the

Commonwealth caused or contributed to the matters alleged in the Action, or that any similar policy, custom, or practice exists or existed as to any person other than Rigau.

10. Nothing in this Agreement shall be deemed or construed as (a) creating or conferring any right upon any persons or entities (other than Rigau as expressly provided in this Agreement), or (b) evidence of any willingness or obligation on the Commonwealth's part to consent to any other or future modifications of or relief from the Title III Stay with respect to any persons or entities.

11. This Agreement contains the entire agreement by and between the parties with respect to the subject matter hereof, and all prior understandings or agreements, if any, are merged into this Agreement.

12. This Agreement shall be construed and interpreted in accordance with the laws of Puerto Rico. For purposes of construing this Stipulation, neither of the parties shall be deemed to have been the drafter of the Agreement.

13. Electronic copies of signatures on this Agreement are acceptable, and an electronic copy of a signature on this Agreement is deemed original. This Agreement may be executed in counterparts, each of which shall be deemed an original, and all of which, taken together, shall constitute one and the same document.

14. This Agreement may not be modified other than by a signed writing executed by the parties hereto.

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For Defendants María T. Quintana in her official capacity as President of the Puerto Rico Industrial Commission and the Puerto Rico Industrial Commission:

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Dated: September 22, 2026

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