

**Settlement Agreement Between Plaintiff Luis Rigau and Defendant
Federación Central de Trabajadores, UFCW Local 481**

Plaintiff Luis Rigau ("Rigau") and Defendant Federación Central de Trabajadores, UFCW Local 481 ("the Union") (collectively, "the Parties"), by and through their respective counsel of record, hereby enter into the following Settlement Agreement ("Agreement") to resolve all claims asserted by Rigau against the Union in the above-captioned matter.

This Agreement does not constitute an admission of liability by the Union, nor does it constitute a waiver of any claims or defenses not expressly addressed herein.

THE PARTIES HEREBY AGREE AS FOLLOWS:

1. Reimbursement of Union Dues. In recognition of union dues deducted from Rigau's wages during the applicable one (1) year statute of limitations period, the Union shall pay the sum of **Five Hundred Ten Dollars (\$510.00)** directly to Rigau as reimbursement for said deductions. Said payment shall be made by check payable to Luis Rigau and shall be remitted within **thirty (30) days** of the execution of this Agreement by all parties.

2. Attorneys' Fees. The Union shall pay the sum of [REDACTED] to Rigau's counsel as and for reasonable attorneys' fees incurred in connection with this litigation. Said payment shall be made by check 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 and shall be remitted within **thirty (30) days** of the execution of this Agreement by all parties.

3. Dismissal. Within seven (7) business days of receipt of both payments set forth in Paragraphs 1 and 2, Rigau shall file a notice of voluntary dismissal with prejudice of all claims asserted against the Union in the above-captioned action, with each party to bear its own costs except as expressly provided herein.

4. No Admission of Liability. Nothing in this Agreement shall be construed as an admission of wrongdoing, liability, or fault by any party. This Agreement is entered into solely to avoid the burden and expense of continued litigation.

5. Prospective Undertaking as to Rigau. The Union will not affirmatively request or cause PRIC to commence or resume a deduction from Rigau's wages for Union dues, fees, assessments, or other Union charges unless the Union first receives a new written authorization executed by Rigau. This undertaking is personal and unique to Rigau. It does not apply to any other current, former, or future PRIC employee. If Rigau gives the Union written notice reasonably documenting a deduction without a qualifying authorization, the Union will have ten (10) business days after confirmed

receipt to refund Rigau the money. This Section is the Union's sole prospective nonmonetary undertaking, and no person other than Rigau may enforce it.

6. Confidentiality of Settlement Amounts. This Agreement is not confidential, and the Parties may disclose its existence, its terms, and the fact and circumstances of its negotiation and resolution without restriction, except as expressly provided in this Paragraph. Notwithstanding the foregoing, the specific dollar amounts paid to Rigau's counsel under Paragraph 2 shall remain confidential, and neither Party nor their respective counsel shall disclose such dollar amount to any third party, except: (a) as required by law, court order, or compulsory legal process; (b) to accountants, tax preparers, or financial advisors on a need-to-know basis; (c) to a court in connection with the enforcement of this Agreement; or (d) as otherwise required for tax reporting or compliance purposes. Any copy of this Agreement filed with the Court or otherwise made public shall have the dollar amount stated in Paragraph 2 redacted.

7. Entire Agreement. This Agreement constitutes the entire agreement between the parties with respect to its subject matter and supersedes all prior negotiations, representations, or agreements relating thereto. This Agreement may not be modified except by a written instrument signed by all parties.

8. Authorization. The undersigned counsel represent and warrant that they are duly authorized to execute this Agreement on behalf of their respective clients.

9. Notices. A notice under this Agreement must be in writing and delivered by personal delivery, nationally recognized overnight carrier, or email with delivery confirmation, to counsel of record at the addresses below, or to a replacement address designated by written notice. Notice is effective only upon confirmed delivery. Notice to Rigau must be sent to both Ángel J. Valencia, Esq., Liberty Justice Center, 1629 K Street, N.W., Suite 300, Washington, D.C. 20006, avalencia@ljc.org, and Milton L. Chappell, Esq., National Right to Work Legal Defense Foundation, Inc., 8001 Braddock Road, Suite 600, Springfield, VA 22160, mlc@nrtw.org. Notice to the Union must be sent to José E. Valenzuela-Alvarado, Esq., MCS Plaza 255, Ponce de León Avenue, Suite 825, San Juan, PR 00917-1942, at both jeva@valenzuelalaw.net and jose.enrico.valenzuela1@gmail.com. An email notice to the Union is effective only if sent simultaneously to both listed email addresses and delivery to both is confirmed.

10. Counterparts; Electronic Signatures; Survival. This Agreement may be signed in counterparts and by electronic or PDF signature, each of which is deemed an original and all of which form one instrument. Any provision that by its nature is intended to survive, survive payment, dismissal, entry of judgment, expiration of any retained jurisdiction, and termination of this Agreement. A "business day" is a day other than Saturday, Sunday, or a Puerto Rico or federal legal holiday. If a deadline falls on a non-business day, it moves to the next business day.

FOR PLAINTIFF LUIS RIGAU:

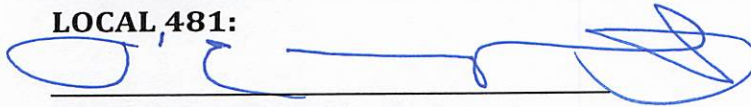


Dated: September 21, 2026

Ángel J. Valencia, Esq.
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Liberty Justice Center
1629 K Street, N.W., Suite 300
Washington, D.C. 20006

Milton L. Chappell, Esq.
mlc@nrtw.org
National Right to Work Legal Defense Foundation, Inc.
8001 Braddock Road, Suite 600
Springfield, VA 22160

**FOR DEFENDANT FEDERACIÓN CENTRAL DE TRABAJADORES, UFCW
LOCAL 481:**



Jose E. Valenzuela-Alvarado, Esq.

MCS Plaza 255
Ponce de León Avenue Suite 825
San Juan, PR 00917-1942

Date: Sept. 22, 2026