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; and FEDERACIÓN CENTRAL DE TRABAJADORES, UFCW LOCAL 481,** **Defendants.**	**CIVIL NO. 25-1630 (PAD) (HRV)**

DEFENDANT FEDERACIÓN CENTRAL DE TRABAJADORES, UFCW LOCAL 481'S MOTION TO DISMISS AND INCORPORATED MEMORANDUM OF LAW

TO THE HONORABLE COURT:

COMES NOW Defendant Federación Central de Trabajadores, UFCW Local 481 (the "Union"), through the undersigned counsel, and respectfully moves to dismiss all claims asserted against it with prejudice under Federal Rules of Civil Procedure 12(b)(1) and 12(b)(6). To the extent the pleadings are closed, the Union alternatively requests judgment on the pleadings under Federal Rule of Civil Procedure 12(c). This Motion is supported by the following incorporated memorandum of law.

I. INTRODUCTION

This case is pleaded as a post-*Janus* public-sector union-dues case, but Plaintiff Luis Rigau has not stated a Section 1983 claim against the Union. *Janus v. Am. Fed'n of State, Cnty. & Mun. Emps., Council 31*, 585 U.S. 878 (2018), restricts government extraction of union payments from nonconsenting public employees. It does not convert a private labor organization into the public employer, the payroll office, or the state official who pays wages and makes deductions.

The Complaint itself defeats Plaintiff's theory against the Union. Plaintiff alleges that the Puerto Rico Industrial Commission ("PRIC") is the state agency employer; that PRIC pays employee wages; that PRIC withholds money from Rigau's wages; that PRIC unilaterally reinstated dues deductions effective December 2, 2022; and that PRIC deducts $15 from each semi-monthly pay period while the Union receives or collects the remitted sums. See, Compl. ¶¶ 11, 17-18, 28, 32. Those allegations attribute the challenged payroll conduct to PRIC, not to the Union.

Plaintiff attempts to bridge that gap with legal conclusions that the Union acted "under color of state law" and that deductions occurred in "coordination" with the Union or at its "behest." See, Compl. ¶¶ 38-39. But the factual allegations supporting those conclusions are limited to the Union's status as exclusive representative, its participation in a collective bargaining agreement, its receipt of payroll remittances, and an alleged request that PRIC reinstate dues deductions. See, Compl. ¶¶ 13, 19-20, 25, 31-32. First Circuit law requires more. The Complaint pleads no facts satisfying the state-compulsion test, the nexus/joint-action test, or the public-function test; no facts showing an agreement to violate constitutional rights; and no facts showing that the Union controls PRIC's payroll system.

Accordingly, all claims against the Union should be dismissed with prejudice. Prospective equitable relief against the Union is not redressable because PRIC controls the payroll mechanism. Monetary relief fails because the Union is not a state actor and, to the extent Plaintiff seeks backward-looking *Janus*-based damages or restitution from a private union for money collected under state-backed labor statutes, payroll practices, and collective bargaining provisions, the First Circuit's good-faith defense jurisprudence independently forecloses such relief.

II. RELEVANT ALLEGATIONS OF THE COMPLAINT

The following allegations are accepted solely for purposes of this Motion and are stated in the manner most relevant to the Union's defenses.

First, Plaintiff identifies PRIC as the state actor and payroll employer. He alleges that Defendant María T. Quintana is sued in her official capacity as President of PRIC, a state agency of the Government of Puerto Rico, and that Rigau is employed by PRIC. See, Compl. ¶¶ 11, 14.

Second, Plaintiff alleges that PRIC, not the Union, pays wages and withholds money from wages. See, Compl. ¶¶ 17-18. He further alleges that the Public Service Human Resources Administration Act authorizes PRIC to deduct sums from an employee's salary, earnings, or income for labor-organization dues when the employee authorizes such deductions in writing. See, Compl. ¶ 15.

Third, Plaintiff alleges that the Union is a labor organization recognized under the Workers' Accident Compensation Act and the exclusive collective-bargaining representative for a group of PRIC employees, including Rigau. See, Compl. ¶ 13. The Complaint alleges that the Union receives dues that Quintana, as PRIC President, automatically deducts from bargaining-unit employees' wages. Id.

Fourth, Plaintiff alleges that PRIC and the Union negotiated and entered into a collective bargaining agreement covering Rigau's job, and that Article VII requires bargaining-unit employees to become and remain Union members as a condition of employment. See, Compl. ¶¶ 19-20.

Fifth, Plaintiff alleges that PRIC received Rigau's July 20, 2018 disaffiliation form and honored that request within one month by ending membership and ceasing dues deductions. See, Compl. ¶¶ 22-23. Plaintiff then alleges that PRIC reversed course on November 2, 2022, citing an August 31, 2021 decision of the Puerto Rico Court of First Instance concerning the administrative process for a memorandum that accompanied the disaffiliation form. See, Compl. ¶ 24.

Sixth, Plaintiff alleges that the Union, through its then-president, contacted PRIC sometime between August 31, 2021 and November 1, 2022 and asked PRIC to reinstate compulsory Union membership and dues deductions from bargaining-unit employees' wages. See, Compl. ¶ 25. Plaintiff further alleges that he wrote the Union on November 15, 2022 and again in January 2023, and that the Union did not honor his requests. See, Compl. ¶¶ 26-27, 30.

Seventh, Plaintiff alleges that PRIC unilaterally reinstated dues deductions effective December 2, 2022. See, Compl. ¶ 28. Plaintiff alleges that PRIC deducts, and the Union collects, $15 in dues each semi-monthly pay period, totaling $30 per month or $360 per year. See, Compl. ¶ 32.

Eighth, the Complaint asserts one count under 42 U.S.C. § 1983 alleging that compulsory dues deductions without consent and waiver violate the First and Fourteenth Amendments. See, Compl. ¶¶ 33-43. In the prayer for relief, Plaintiff seeks declarations and injunctions against PRIC and the Union; compensatory damages or restitution against the Union for deductions since November 18, 2024; nominal damages against the Union; and attorneys' fees under 42 U.S.C. § 1988.

III. LEGAL STANDARDS

A. Rule 12(b)(6), Rule 12(c), and plausibility.

To survive Rule 12(b)(6), a complaint must plead enough factual matter to state a claim that is plausible on its face. *Bell Atl. Corp. v. Twombly*, 550 U.S. 544, 570 (2007). A court accepts well-pleaded facts but does not credit legal conclusions or threadbare recitals of elements. *Ashcroft v. Iqbal*, 556 U.S. 662, 678 (2009). A Rule 12(c) motion is governed by the same standard as Rule 12(b)(6). *Aponte-Torres v. Univ. of P.R.*, 445 F.3d 50, 54-55 (1st Cir. 2006).

B. Section 1983 state action.

Section 1983 requires a plaintiff to plausibly allege both the deprivation of a federal right and action under color of state law. *Soto v. Flores*, 103 F.3d 1056, 1061-62 (1st Cir. 1997). The under-color-of-law requirement excludes merely private conduct, no matter how wrongful. *Lugar v. Edmondson Oil Co.*, 457 U.S. 922, 936-37 (1982).

For private defendants, the First Circuit recognizes three principal routes to state action: the public-function test, the state-compulsion test, and the nexus/joint-action test. *Cruz-Arce v. Mgmt. Admin. Servs. Corp.*, 19 F.4th 538, 547-48 (1st Cir. 2021); *Santiago v. Puerto Rico*, 655 F.3d 61, 68-69 (1st Cir. 2011). Allegations must supply a factual predicate sufficient to make one of those tests plausible. *Cruz-Arce*, 19 F.4th at 548.

Labor unions are private organizations and are not state actors merely because they act as collective bargaining representatives, negotiate agreements, or receive payments connected to a public employer's payroll system. See, *Hovan v. United Bhd. of Carpenters & Joiners of Am.*, 704 F.2d 641, 642-45 (1st Cir. 1983); *Mason v. Cent. Mass. Transit Mgmt./Worcester Reg'l Transit Auth.*, 394 F. Supp. 3d 166, 177 (D. Mass. 2019); *El Mundo, Inc. v. P.R. Newspaper Guild Loc. 225*, 346 F. Supp. 106, 112 (D.P.R. 1972).

C. Article III standing, redressability, and mootness.

Article III standing requires injury in fact, traceability, and redressability. *Lujan v. Defs. of Wildlife*, 504 U.S. 555, 560-61 (1992). Redressability requires that it be likely, not merely speculative, that the requested relief will remedy the alleged injury. Id. at 561.

Regarding mootness, in *Cruz v. Unión Independiente Auténtica de los Empleados de la Autoridad de Acueductos y Alcantarillados*, No. 23-2011, slip op. at 3–4 (1st Cir. Dec. 3, 2025), the plaintiff, a PRASA employee and former UIA member, sued under 42 U.S.C. § 1983 challenging Puerto Rico statutory and collective-bargaining provisions that required union membership, maintenance of membership, and payroll deduction of union dues as conditions tied to public employment. The First Circuit described the Puerto Rico Labor Relations Act provisions permitting "all-union" and "maintenance of membership" agreements, and the PRASA–UIA CBA that made UIA membership a condition of employment and required dues deductions.

Cruz attempted to resign from UIA in 2016 and objected to continued deductions for "political, ideological, and other nonbargaining expenditures," relying at that time on *Abood v. Detroit Board of Education*, 431 U.S. 209 (1977). PRASA and UIA rejected the resignation and continued deducting full union dues. Cruz then sought declaratory relief, injunctive relief, restitution or compensatory damages for deducted dues, nominal damages, interest, costs, and attorney's fees. *Cruz*, slip op. at 4–5.

While the case was pending, the Supreme Court decided *Janus v. American Federation of State, County, & Municipal Employees*, 585 U.S. 878 (2018), overruling *Abood*. After *Janus*, the Governor conceded that the challenged PRLA provisions were unconstitutional and that Cruz was entitled to relief; PRASA accepted Cruz's resignation and stopped withholding dues. UIA and PRASA, however, disputed that *Janus* fully resolved the case. *Cruz*, slip op. at 6.

The mootness dispute arose after Cruz sought summary judgment and identified $525 in compensatory damages, plus interest. UIA moved under Federal Rule of Civil Procedure 67 to deposit $525, $94.68 in interest, and $1 in nominal damages. The initial deposit was made with a reservation of rights, which the district court rejected as conditional; UIA later deposited the funds unconditionally. *Cruz*, slip op. at 7–8.

The district court dismissed the case as moot. It held that Cruz's prospective declaratory and injunctive claims were moot because there was no longer an immediate controversy and the challenged measures no longer affected Cruz's conduct. It also treated the monetary claims as moot because UIA had deposited the amount corresponding to the withheld dues and fees. After judgment, Cruz moved under Rule 59(e) for a declaratory judgment adjudicating his legal claims and entitlement to the UIA deposit; the district court denied that motion, stating that the deposited funds were Cruz's "for the asking." *Cruz*, slip op. at 8–9.

On appeal, the First Circuit agreed that Cruz's claims were moot **insofar as he sought prospective relief**. As to monetary relief and retrospective declaratory relief, Cruz argued that the case was not moot because no district-court order had adjudicated his entitlement to relief or to the deposited funds. The First Circuit rejected that specific argument, reasoning that the Rule 59(e) ruling merged with the judgment and that the district court's statement that the funds were Cruz's "for the asking" necessarily operated as a judgment entitling him to the deposited funds. *Cruz*, slip op. at 10–11.

The First Circuit did **not**, however, finally affirm dismissal on mootness grounds. Cruz also argued that his claims were not moot because, absent a judgment determining that the funds were owed due to a First Amendment violation, he might be unable to qualify as a "prevailing party" for attorney's fees under 42 U.S.C. §§ 1983 and 1988. The First Circuit held that Cruz had not waived that argument on appeal, because he had argued that UIA should not be permitted to use Rule 67 to avoid liability, entry of judgment, and a possible fee claim. *Cruz*, slip op. at 11–12.

The court remanded because the district court had not addressed the prevailing-party-fee issue or how that issue might affect mootness. The First Circuit therefore remanded for the district court to consider that basis for challenging the mootness dismissal, while retaining jurisdiction over the appeal. *Cruz*, slip op. at 12.

Nevertheless, *Cruz* stands for a narrow post-*Janus* mootness principle just like in the instant case: after the challenged union-dues deductions stopped and Cruz became entitled to the deposited damages, his **prospective relief claims were moot**, and his argument that he lacked access to the money failed. But the First Circuit left open whether the absence of a merits-based judgment on the First Amendment violation could preserve a live controversy because of Cruz's potential entitlement to prevailing-party attorney's fees. The disposition was a remand, not a merits ruling awarding Cruz summary judgment. *Cruz*, slip op. at 10–12.

D. Janus and post-Janus monetary relief.

Janus held that public-sector agency-fee arrangements requiring payment without affirmative consent violate the First Amendment. *Janus v. Am. Fed'n of State, Cnty. & Mun. Emps., Council 31*, 585 U.S. 878, 929-30 (2018). The Court stated that neither agency fees nor other payments may be deducted from a nonmember's wages, or otherwise collected, unless the employee affirmatively consents. Id. at 930.

But *Janus* did not dispense with Section 1983's state-action requirement for claims against private unions. Nor did it create unrestricted retroactive damages liability against private unions. The First Circuit has recognized a good-faith defense barring backward-looking *Janus*-based

Section 1983 damages or restitution claims against unions that collected payments pursuant to lawful-when-invoked, state-backed processes. *Doughty v. State Emps.' Ass'n of N.H., SEIU Loc. 1984*, 981 F.3d 128, 139-49 (1st Cir. 2020).

IV. ARGUMENT

A. The Complaint fails to plead that the Union acted under color of state law.

Plaintiff's only federal cause of action is brought under 42 U.S.C. § 1983. See, Compl. ¶¶ 6, 33-43. That claim fails against the Union because the Complaint does not plausibly allege that the Union acted under color of state law.

The Complaint's factual allegations identify the Union as a private labor organization that represents a bargaining unit and receives dues after PRIC deducts them. See, Compl. ¶¶ 13, 19-20, 32. Those allegations do not satisfy any recognized state-action test. The Union is not alleged to have assumed a function traditionally and exclusively reserved to the Commonwealth; private-sector and public-sector collective bargaining are not exclusive governmental functions. See, *Cruz-Arce*, 19 F.4th at 547-48; *Rendell-Baker v. Kohn*, 457 U.S. 830, 842 (1982). Nor does the Union's status as exclusive representative transform it into the government. See, *Reisman v. Associated Facs. of Univ. of Me.*, 939 F.3d 409, 412-14 (1st Cir. 2019).

The Complaint also does not satisfy the state-compulsion test. Plaintiff does not allege that PRIC coerced or significantly encouraged the Union to take unconstitutional action. Rather, Plaintiff alleges the opposite: PRIC is the entity authorized by statute to deduct money from wages upon written authorization; PRIC pays wages; PRIC withheld money from Rigau's wages; and PRIC unilaterally reinstated deductions. See, Compl. ¶¶ 15, 17-18, 28. A private union's request that a public employer interpret or implement a labor agreement does not make the union a state actor. See, *Lugar*, 457 U.S. at 939 n.21; *Alston v. Int'l Ass'n of Firefighters, Loc. 950*, 998 F.3d 11, 31-35 (1st Cir. 2021).

Nor do the allegations establish a nexus or joint action. The Complaint alleges that the Union negotiated a CBA with PRIC and that, through its former president, the Union contacted PRIC and asked that PRIC reinstate membership and dues deductions. See, Compl. ¶¶ 19-20, 25. Such allegations do not plausibly plead a conspiracy or joint unconstitutional act. The First Circuit requires evidence, or at the pleading stage factual allegations, showing purposeful participation with the state actor in the challenged unconstitutional conduct. *Alston*, 998 F.3d at 31-35. A complaint cannot rest on ipse dixit or conclusory assertions of coordination. Id.; see also *Feliciano-Bolet v. P.R. Elec. Power Auth.*, 109 F. Supp. 3d 459, 484-86 (D.P.R. 2015).

Plaintiff's paragraphs 38 and 39 assert that PRIC acted "in coordination" with the Union and "at its behest," and that the Union acted "under color of state law." See, Compl. ¶¶ 38-39. Those are precisely the type of legal conclusions the Court need not accept. *Iqbal*, 556 U.S. at 678. The nonconclusory facts allege collective bargaining, receipt of remitted dues, and a request to PRIC. See, Compl. ¶¶ 13, 19-20, 25, 32. They do not allege that the Union had statutory authority to run payroll, possessed state power, controlled deductions, or entered an agreement with PRIC to violate the Constitution.

The Section 1983 claim against the Union should therefore be dismissed. See, *Hovan*, 704 F.2d at 642-45; *El Mundo*, 346 F. Supp. at 112.

B. Plaintiff's own allegations attribute the alleged injury to PRIC, not to the Union.

Plaintiff identifies the challenged injury as payroll deduction of money from Rigau's wages without consent. See, Compl. ¶¶ 3-4, 18, 31-32, 38-43. But the Complaint repeatedly alleges that PRIC performs that conduct. PRIC pays wages. See, Compl. ¶ 17. PRIC withholds money from

Rigau's wages. See, Compl. ¶ 18. PRIC unilaterally reinstated deductions. See, Compl. ¶ 28. PRIC deducts $15 each semi-monthly pay period. See, Compl. ¶ 32. PRIC, under color of state law, enforces the payroll deduction policy by automatically deducting dues and remitting them to the Union. See, Compl. ¶ 38.

The Union's alleged role is materially different. The Complaint alleges that the Union is the exclusive bargaining representative, that it entered a CBA, that it receives or collects dues remitted after payroll deductions, and that it allegedly asked PRIC to reinstate deductions. See, Compl. ¶¶ 13, 19-20, 25, 31-32. Accepting those allegations, the constitutional act alleged by Plaintiff--taking money out of a public employee's wages under color of state law--is performed by PRIC. The Union's receipt of remitted funds does not itself constitute state payroll action. See, *Mason*, 394 F. Supp. 3d at 177; *Alston*, 998 F.3d at 31-35.

This distinction matters because *Janus* addressed a state-backed procedure under which the employer automatically deducted payments from employee wages. 585 U.S. at 929-30. Here,

Plaintiff pleads that PRIC controls and executes that procedure. See, Compl. ¶¶ 15, 17-18, 28, 32, 38. The Complaint therefore fails to plead causation, attribution, and state action as to the Union.

C. Janus does not create a freestanding claim against the private Union.

Plaintiff quotes *Janus* for the rule that payments to a union may not be deducted from a nonmember's wages without affirmative consent and waiver. See, Compl. ¶¶ 34-35. The Union does not ask the Court to disregard *Janus*. The problem for Plaintiff is that a Section 1983 claim against this Union still requires state action, traceability, and a remedy that the Court can impose against the Union.

The Supreme Court's *Janus* opinion described a procedure in which the union certified an amount to the public employer and the public employer automatically deducted that amount from nonmembers' wages without consent. *Janus*, 585 U.S. at 929-30. Plaintiff's Complaint likewise alleges a public-employer payroll procedure: PRIC deducts, withholds, and remits. See, Compl. ¶¶ 15, 17-18, 28, 32, 38. *Janus* does not hold that a private union becomes a state actor whenever a public employer remits funds to it.

Recent First Circuit authority underscores that post-*Janus* payroll disputes do not automatically yield constitutional declarations or Section 1983 relief against a union. In *Ramos-Ramos v. Jordán-Conde*, No. 23-1940, slip op. at 3-7 (1st Cir. Mar. 25, 2026), UPR employees sued the UPR president and a union after post-*Janus* demands to stop dues deductions; the district court concluded that neither defendant committed a constitutional violation, ordered reimbursement of post-resignation deductions, and declined supplemental jurisdiction over Puerto Rico-law claims.

The First Circuit dismissed the employees' appeal seeking declaratory relief as moot. Id. at 3-8, 10-14. The district court ruling described in *Ramos-Ramos* also relied on *LaSpina v. SEIU Pa. State Council*, 985 F.3d 278, 288 (3d Cir. 2021), for the proposition that failure to promptly process a resignation notice and terminate related dues deductions does not itself establish a First Amendment violation. *Ramos-Ramos*, No. 23-1940, slip op. at 6-7.

Here, Plaintiff has not pleaded the additional facts necessary to transform an alleged payroll or refund dispute into a viable Section 1983 claim against the private Union. The *Janus*-based claim should be dismissed as to the Union.

D. The request for prospective declaratory and injunctive relief against the Union fails for lack of redressability and because the Complaint states no claim.

Plaintiff seeks declarations and injunctions barring PRIC and the Union from deducting and collecting dues and from maintaining or enforcing compulsory dues policies. The Complaint, however, alleges that PRIC controls the payroll mechanism: PRIC pays wages, PRIC withholds wages, PRIC reinstated deductions, and PRIC deducts each pay period. See, Compl. ¶¶ 17-18, 28, 32. Because PRIC controls payroll, an injunction directed to the Union alone would not, by itself, stop PRIC from withholding money from wages. Redressability is therefore lacking as to prospective equitable relief against the Union. See, *Lujan*, 504 U.S. at 560-61.

The same defect defeats declaratory relief. A declaration against the Union would not alter who runs PRIC's payroll, who pays wages, who withholds money, or who reinstated the payroll deduction practice alleged in the Complaint. See, Compl. ¶¶ 17-18, 28, 32, 38. And because the Complaint does not state a plausible Section 1983 claim against the Union, Plaintiff cannot show entitlement to any equitable relief against it. See, *Twombly*, 550 U.S. at 570; *Iqbal*, 556 U.S. at 678.

E. Monetary claims against the Union fail and are independently barred by the good-faith defense to the extent they seek backward-looking Janus relief.

Plaintiff seeks compensatory damages, restitution, nominal damages, interest, costs, and attorneys' fees against the Union. Those claims fail first because Plaintiff has not pleaded a constitutional violation attributable to the Union under color of state law. Without a viable Section 1983 claim, there can be no Section 1983 damages, nominal damages, or fee award under 42 U.S.C. § 1988 against the Union.

The damages claim is also barred, to the extent Plaintiff frames it as backward-looking *Janus*-based relief against a private union for funds collected through a state-backed payroll and collective-bargaining framework. In *Doughty*, the First Circuit affirmed dismissal of retrospective

Janus damages or restitution claims against a union and recognized a good-faith defense where the union relied on lawful-when-invoked, state-backed procedures. 981 F.3d at 139-49. The court aligned itself with every circuit to have addressed whether such backward-looking, *Janus*-based claims are cognizable under Section 1983. Id. at 131-32.

The Complaint itself alleges that PRIC reinstated deductions after relying on a Puerto Rico Court of First Instance decision concerning the administrative procedures for the post-*Janus* disaffiliation memorandum, and that the deductions occurred pursuant to the public-sector labor statutes and CBA structure. See, Compl. ¶¶ 19-20, 24, 28, 32. Those allegations place any claim for money returned, at most, within a payroll, statutory, contractual, or Puerto Rico-law framework; they do not create a damages remedy against the private Union under Section 1983.

Accordingly, the Court should dismiss all claims for compensatory damages, restitution, nominal damages, interest, costs, and attorneys' fees against the Union.

F. Negotiating a CBA and receiving remitted dues do not plead conspiracy or joint action.

Plaintiff's strongest factual allegation against the Union is that the Union contacted PRIC and asked that PRIC reinstate membership and dues deductions. See, Compl. ¶ 25. But a request to a governmental employer, even if followed by governmental action, does not itself plead a conspiracy or joint action to violate the Constitution. A Section 1983 joint-action theory requires plausible facts showing an agreement or purposeful concerted action to commit the unlawful act. *Alston*, 998 F.3d at 31-35; *Feliciano-Bolet*, 109 F. Supp. 3d at 484-86.

The Complaint lacks such facts. It alleges no meeting, no agreement to violate *Janus*, no Union control over payroll, no delegation of state power to the Union, and no factual basis showing that PRIC's alleged deductions were anything other than PRIC's own payroll action. See, Compl.

¶¶ 17-18, 25, 28, 32, 38. The bare labels "coordination," "at its behest," and "under color of state law" are insufficient under *Twombly* and *Iqbal*. See, Compl. ¶¶ 38-39.

For these independent reasons, any conspiracy, nexus, or joint-action theory fails.

V. CONCLUSION

For the foregoing reasons, Defendant Federación Central de Trabajadores, UFCW Local 481 respectfully requests that the Court: (1) dismiss all claims asserted against the Union with prejudice under Federal Rules of Civil Procedure 12(b)(1) and 12(b)(6), or alternatively enter judgment on the pleadings under Rule 12(c); (2) deny all requests for declaratory and injunctive relief against the Union; (3) dismiss all claims for compensatory damages, restitution, nominal damages, interest, attorneys' fees, and costs against the Union; and (4) grant such other relief as the Court deems just and proper.

IT IS HEREBY CERTIFIED that on this same date I electronically filed the foregoing with the Clerk of the Court using the CM/ECF system. Notice of this filing will be sent to all counsel of record by operation of the Court's electronic filing system.

RESPECTFULLY SUBMITTED.

In San Juan, Puerto Rico, this 9th day of July, 2026.

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