

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

LUIS RIGAU,

Plaintiff,

v.

**CIVIL NO. 25-1630
(PAD) (HRV)**

**MARÍA T. QUINTANA, IN
HER OFFICIAL CAPACITY
AS PRESIDENT OF THE
PUERTO RICO
INDUSTRIAL
COMMISSION
FEDERACIÓN CENTRAL
DE TRABAJADORES,
UFCW LOCAL 481,**

Defendants.

**MEMORANDUM OF LAW IN OPPOSITION TO PLAINTIFF'S
PRELIMINARY INJUNCTION PETITION**

TO THE HONORABLE COURT:

COMES NOW Defendant **FEDERACIÓN CENTRAL DE
TRABAJADORES, UFCW LOCAL 481.** (or the “Defendant”, through the
undersigned attorney, and respectfully states, alleges and prays as follows:

I. INTRODUCTION

The Federación Central de Trabajadores, UFCW Local 481 (the “Union”),
respectfully submits this memorandum in opposition to Plaintiff Luis Rigau’s

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Motion for Preliminary Injunction. Plaintiff seeks an extraordinary order barring PRIC and the Union from deducting union dues from his paycheck. This Court should deny the motion because Plaintiff cannot satisfy the stringent requirements for preliminary relief. First, Plaintiff is unlikely to succeed on the merits of his First Amendment claim.

The Supreme Court's decision in Janus v. AFSCME, 138 S. Ct. 2448 (2018) – which bars compulsory fees from nonmembers without consent – does not apply here, where Plaintiff voluntarily joined the Union and affirmatively authorized dues deductions, and never properly revoked that authorization in accordance with the governing contractual and legal procedures. Numerous courts have recognized that Janus provides no right for union members to renege on their dues agreements outside agreed-upon revocation windows.

Second, Plaintiff fails to demonstrate irreparable harm. His alleged monetary losses from dues are compensable and even recoverable with interest if he ultimately prevails, undermining any claim of irreparable injury. Any First Amendment harm is speculative at best, given that dues were collected under a presumptively valid contract rather than through compelled fee exactions. Third, the balance of equities and the public interest weigh against an injunction. Halting agreed-upon dues deductions would upend the *status quo* under a collective bargaining agreement, impair the Union's ability to function and represent employees, and disrupt stable

labor relations – burdens far outweighing any minimal harm Plaintiff alleges.

Finally, even if this Honorable Court were inclined to grant relief, Plaintiff's request to waive the security bond under Rule 65(c) should be denied. Plaintiff has shown no financial hardship that would justify excusing a bond, whereas an improper injunction threatens tangible financial harm to Defendants' operations. For all these reasons, the motion for preliminary injunction should be denied.

II. PROCEDURAL BACKGROUND

Luis Rigau is an employee of the Puerto Rico Industrial Commission ("PRIC") and alleges that he was formerly required to join and financially support the Federación Central de Trabajadores, UFCW Local 481 ("the Union") as a condition of his public employment (Dkt. 1 ¶¶ 1–3).

On June 27, 2018, the U.S. Supreme Court decided Janus v. AFSCME, recognizing that it violates the First Amendment for public employers or unions to deduct union dues or fees from an employee's wages without the employee's affirmative consent (Dkt. 1 ¶ 2).

Shortly thereafter, in July 2018, Rigau notified the relevant parties that he was resigning his Union membership and revoking any authorization for union dues deductions (Dkt. 1 ¶¶ 22–23). PRIC honored Rigau's request within about one month, ending his Union membership and stopping payroll deductions of union dues at that time (Dkt. 1 ¶ 23).

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A. State Court Case Outcome

On August 31, 2021, a Puerto Rico Court of First Instance issued a decision (in Servidores Públicos Unidos v. ELA, Civil No. SJ2018CV05288) finding that Puerto Rico's government had not followed required administrative procedures when it issued a post-Janus memorandum and form that allowed public employees to resign from union membership. This local court decision did not dispute public employees' underlying Janus rights to withdraw from unions or stop paying dues, but it called into question the procedural validity of the mechanism by which those rights were implemented in Puerto Rico (Dkt. 1 ¶ 24).

In the wake of that decision, Plaintiff alleges that the Union's then-president, Antonio Cabán, contacted PRIC's president and urged PRIC to reinstate compulsory union membership and dues deductions for all PRIC bargaining-unit employees (Dkt. 1 ¶ 25). On November 2, 2022, PRIC's president (Hiram Pagán) Plaintiff alleges that he issued a letter announcing the reinstatement of mandatory Union membership and dues deductions for all PRIC bargaining-unit employees – including employees like Rigau who were not Union members at that time – citing the August 2021 court ruling as justification for this policy reversal (Dkt. 1 ¶ 24). As per alleged in the Complaint, the PRIC rescinded its prior recognition of Rigau's 2018 union resignation and moved to resume payroll deductions of Union dues from Rigau's wages (Dkt. 1 ¶¶ 24–25).

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Upon learning of the planned reinstatement, Rigau immediately objected. On November 15, 2022, Plaintiff alleges he wrote to the Union requesting that it continue to treat him as a non-member and refrain from any union dues deductions from his paycheck, in light of his prior resignation and the Janus decision (Dkt. 1 ¶ 26). Pursuant to the Complaint, the Union did not act on or agree to this request (Dkt. 1 ¶ 27).

Plaintiff alleges that PRIC proceeded to unilaterally resume payroll deductions of Union dues from his wages, effective with the pay period of December 2, 2022 (Dkt. 1 ¶ 28). Thereafter, on January 13, 2023, Rigau alleges that he sent another written demand to the Union, again insisting that his Union membership not be reinstated and that all dues deductions without his consent be stopped (Dkt. 1 ¶ 29). Based on the allegations of the Complaint, the Union again took no action in response to Rigau's objection, and the compulsory deductions continued (Dkt. 1 ¶ 29).

Several months later, on March 26, 2025, Rigau (through counsel) wrote to both PRIC and the Union, once more requesting that they acknowledge his 2018 Union resignation and immediately cease taking union dues from his pay (Dkt. 1 ¶ 30). As per alleged in the Complaint, the Union responded by formally rejecting Rigau's request, and PRIC did not respond. *Id.* As a result, Plaintiff alleges that the PRIC and the Union continued to enforce the policy requiring dues payments. Rigau

has remained a non-member of the Union throughout this period, yet Union dues have been deducted from his earnings continuously since late 2022 (Dkt. 1 ¶ 31). According to the Complaint, PRIC deducts (and the Union receives) union dues in the amount of approximately \$15 per pay period (semi-monthly) from Rigau's wages, totaling about \$30 per month (Dkt. 1 ¶ 32).

B. Civil Rights Complaint Filed At This Honorable Forum

On November 18, 2025, Rigau filed the instant civil-rights Complaint under 42 U.S.C. § 1983 against the Union, PRIC, and PRIC's President (in her official capacity) (Dkt. 4 at 1). The Complaint alleges that the Defendants' compulsory union membership and dues requirements violate Rigau's First and Fourteenth Amendment rights, as recognized in Janus, because they force him to support a labor organization without his consent and as a condition of public employment (Dkt. 4 at 1; Dkt. 1 ¶¶ 3, 22–24). Rigau asserts that the Defendants acted jointly and under color of state law in enforcing these requirements, thereby subjecting the Union to liability as a willful participant in the challenged conduct (Dkt. 1 ¶ 1). By way of relief, the Complaint requests: a declaratory judgment that PRIC's and the Union's practices are unconstitutional, preliminary and permanent injunctions prohibiting the Defendants from compelling Union membership or collecting dues from employees who do not affirmatively consent, and an award of monetary damages (Dkt. 1 at 9). In particular, Rigau seeks compensatory damages (to recover the union dues taken

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from his wages) against the Union, as well as nominal damages (for the violation of his rights) and associated fees and costs (Dkt. 1 at 9–10; Dkt. 1 ¶ 32). The Complaint was filed with various exhibits, including copies of Rigau’s correspondence and the November 2022 PRIC policy letter (Dkt. 1 ¶¶ 22, 24, 26, 29 (Exs. 1–4)). All Defendants were served with process by January 8, 2026 (see Dkt. 12).

C. Plaintiff’s Motion for Preliminary Injunction

On December 12, 2025, while the case was in its early stages, Rigau moved for a preliminary injunction to “halt” the ongoing collection of union dues from his wages during the litigation (Dkt. 4 at 1). In this motion, Rigau asks this Honorable Court to issue an order enjoining PRIC and the Union, and their agents, from deducting or collecting Union membership dues from his paycheck as a condition of his employment with PRIC, in violation of his First Amendment right not to subsidize a union without consent (Dkt. 4 at 2). This requested preliminary relief mirrors the injunctive relief sought in the Complaint but on a temporary basis pending final judgment (Dkt. 4 at 1–2). A proposed order granting the injunction was submitted with the motion, in compliance with local rule requirements (Dkt. 4 ¶ 5).

In support of his injunction request, Rigau’s motion outlines the four factors required for a preliminary injunction and contends that each factor weighs in his favor (Dkt. 4 at 2). First, he argues that he is highly likely to succeed on the merits

of his constitutional claim, given the clear Supreme Court precedent in Janus that public employees cannot be compelled to fund a union against their will (Dkt. 4 at 2).

Second, the motion asserts that Rigau is suffering irreparable harm in the absence of an injunction, because the continued deduction of union dues from his wages without consent constitutes an ongoing infringement of his First Amendment rights (Dkt. 4 at 2).

Third, Rigau submits that the balance of hardships tilts in his favor: an injunction would impose minimal burden on Defendants (merely preventing them from taking money that he argues they have no right to take), whereas denying relief would leave Rigau subject to a significant constitutional injury and financial loss (Dkt. 4 at 2).

Fourth, he contends that issuing the injunction would not adversely affect the public interest – and indeed would serve the public interest – because it would enforce constitutional protections for individual rights, consistent with First Circuit precedent governing preliminary injunctions (Dkt. 4 at 2 (citing Gonzalez-Droz v. Gonzalez-Colon, 573 F.3d 75, 79 (1st Cir. 2009))).

Additionally, Rigau's motion addresses the matter of security under Federal Rule of Civil Procedure 65(c). He requests that the court waive any bond requirement due to the nature of the case (Dkt. 4 at 2). The motion notes that the

First Circuit recognizes an exception to the usual bond requirement in cases seeking to enforce important federal rights or public interests, such as First Amendment rights (Dkt. 4 at 2 (quoting Westfield High Sch. L.I.F.E. Club v. City of Westfield, 249 F. Supp. 2d 98, 129 (D. Mass. 2003))). Because Rigau’s suit aims to vindicate constitutional rights, he argues that no security should be required if a preliminary injunction is granted (Dkt. 4 at 2).

The preliminary injunction motion was filed before Defendants had appeared in the case, and the court took steps to ensure a fair process. On December 16, 2025, the presiding Judge referred Rigau’s motion to a U.S. Magistrate Judge for a report and recommendation (Dkt. 6). The Magistrate Judge scheduled a status conference for January 21, 2026, to address the motion and case scheduling after Defendants had been served (Dkt. 9). As of the date of this memorandum, the motion for preliminary injunction remains pending, and no injunction has been issued.

The Union (as well as the other Defendants) respond to Rigau’s allegations and to oppose the requested injunctive relief, armed with the full context that PRIC’s dues deductions policy was grounded in a Puerto Rico court decision and implemented by the government rather than by the Union alone.

III. DISCUSSION

A. Union Membership and Dues Authorization

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Plaintiff Luis Rigau is a longtime public employee of the Puerto Rico Industrial Commission and was, until 2018, a member of the UFCW Local 481 Union covered by a collective bargaining agreement. As a union member, Mr. Rigau affirmatively authorized the deduction of union dues from his wages as a condition of membership. There is no dispute that for years prior to 2018, PRIC deducted union dues from Plaintiff's paycheck pursuant to that authorization and the applicable labor agreement.

B. Janus and Plaintiff's Attempted Resignation in 2018

In June 2018, the U.S. Supreme Court decided Janus v. AFSCME, which held that public employers and unions cannot deduct union fees from a nonmember's wages without the employee's affirmative consent and knowing waiver of First Amendment rights. Shortly thereafter, Mr. Rigau submitted a written resignation from the Union, seeking to end his membership and stop dues deductions in light of Janus. PRIC initially honored Rigau's post-Janus resignation and ceased deducting union dues in 2018.

C. Puerto Rico Court Ruling and Resumption of Dues in 2022

The cessation of dues was short-lived. In late 2022, PRIC reversed course and resumed deducting union dues from Mr. Rigau's pay. This decision was not a unilateral action by the Union, but was taken in response to a ruling by a Puerto Rico court that invalidated or enjoined certain post-Janus withdrawal procedures that had

been implemented in 2018. In essence, the local court’s decision (in Servidores Públicos Unidos de P.R. v. E.L.A., et al.) determined that the immediate “opt-out” directives issued after Janus were inconsistent with existing Puerto Rico law or contractual obligations, thereby restoring the prior legal framework governing union membership and dues check-offs. As a result, PRIC was obligated to reinstate dues deductions for employees, like Mr. Rigau, who had previously authorized such deductions and had not properly revoked their authorization under the applicable rules. PRIC’s resumption of deductions in December 2022 applied even to individuals who considered themselves “nonmembers” post-Janus, including Mr. Rigau, because under the law and collective bargaining agreement they remained bound by their earlier authorization absent a valid revocation.

D. Plaintiff’s Continued Objections and Current Lawsuit

Since deductions restarted in or around December 2022, PRIC has continuously deducted, and the Union has received, union dues from Mr. Rigau’s wages without new authorization from him. Mr. Rigau alleges that he repeatedly notified both PRIC and the Union – in 2018, 2022, 2023, and again in 2025 – that he does not consent to union membership or dues deductions. Nevertheless, he alleges that the dues deductions have continued, reflecting Defendants’ position that his prior dues authorization remains in effect and that his purported resignation was not effectuated in the manner required by law or contract.

On November 18, 2025, Mr. Rigau filed this federal action under 42 U.S.C. § 1983, claiming that the ongoing deductions violate his First Amendment rights as recognized in Janus. He now moves for a preliminary injunction to halt the collection of dues and to enjoin PRIC and the Union from treating him as a union member without affirmative consent. For the reasons below, Plaintiff’s motion fails to meet any of the prerequisites for such extraordinary relief.

To obtain a preliminary injunction, Plaintiff must make a “clear showing” that (1) he is likely to succeed on the merits of his claim, (2) he faces imminent irreparable harm absent relief, (3) the balance of equities tips in his favor, and (4) an injunction would serve the public interest. González-Droz v. González-Colón, 573 F.3d 75, 79 (1st Cir. 2009) (reciting standard). The First Circuit has emphasized that the likelihood of success on the merits is the critical “linchpin” or sine qua non of this analysis; if the movant cannot demonstrate a strong chance of success, “the remaining factors become matters of idle curiosity”. However, Plaintiff Rigau fails to satisfy this standard.

E. Plaintiff Is Unlikely to Succeed on the Merits of His First Amendment Claim

1. Janus is Inapplicable Because Plaintiff Consented to Union Dues and Never Validly Revoked His Authorization.

Plaintiff’s First Amendment claim rests on the Janus decision, but his reliance on Janus is misplaced. The Janus rule protects public employees from being forced to subsidize union speech when they have not affirmatively consented to do so. See, Janus, 138 S. Ct. at 2486 (fees cannot be deducted from a nonmember’s wages without that employee’s affirmative consent). By its own terms, Janus addressed non-union employees who were compelled by law to pay “agency fees” despite refusing union membership.

Mr. Rigau’s situation is entirely different: he was a union member who voluntarily agreed to join the Union and to pay membership dues. By signing up for union membership (or by failing to opt out during the initial enrollment window provided by law), Plaintiff gave his affirmative consent for dues deductions, creating a contractual obligation. Nothing in Janus abrogated such voluntary agreements. Courts around the country – including in this Circuit – have overwhelmingly held that Janus does not confer a right on union members to unilaterally cancel their dues obligations outside the agreed-upon revocation periods.

Indeed, as one court put it, there is a “growing consensus” that Janus “does not provide a First Amendment right for union members to immediately revoke previously authorized dues deductions” outside the contract’s terms. For example, in Smith v. Teamsters Local 2010, a federal court distinguished Janus and refused to extend its holding to an employee who had signed a union membership and dues

authorization card. Janus, the court explained, addressed nonmembers who never agreed to pay fees, whereas the plaintiff had willingly joined the union; thus, Janus was inapposite. Numerous other courts agree that Janus “addressed the rights of nonmembers... not individuals who voluntarily joined unions and later changed their minds.” Smith v. Superior Court, Cnty. of Contra Costa, No. 18-cv-05472, 2018 WL 6072806 (N.D. Cal. Nov. 16, 2018) (denying preliminary injunction to stop dues). That court emphasized that a union membership agreement is an enforceable contract, and “the First Amendment does not confer a right to disregard otherwise enforceable promises” (citing Cohen v. Cowles Media Co., 501 U.S. 663 (1991)). In other words, when an individual has freely committed to join a union and authorize dues, he cannot later claim a First Amendment violation simply because he no longer wishes to abide by that commitment.

Federal courts across multiple jurisdictions have formed a “swelling chorus” reaffirming this principle. For instance, the District of Minnesota held that Janus “did not address the collection of union dues from union members,” and that an employee who “voluntarily joined the union and authorized dues deductions” did not suffer any coerced speech that Janus would forbid (Burns v. SEIU Local 284, 554 F. Supp. 3d 993, 999 (D. Minn. 2021)). Similarly, in Quirarte v. United Domestic Workers AFSCME Local 3930, the court ruled that Janus’s affirmative consent requirement for fee deductions applies only to nonmembers, not to

employees who affirmatively chose to become union members and support the union financially, because “the relationship between unions and their voluntary members was not at issue in Janus”. In short, when an employee agrees to union membership and dues, those deductions are made with the employee’s consent, and thus “their speech is not compelled” in the constitutional sense.

Plaintiff Rigau falls squarely within this category of voluntary union members. He affirmatively consented to dues deductions by joining the Union well before Janus. The complaint does not (and cannot) allege that he was a nonmember forced to pay fees; rather, he was a full member who enjoyed the benefits of union representation while paying dues like every other member. Accordingly, under prevailing case law, Janus does not void his prior authorization or entitle him to an immediate cessation of dues. Notably, even employees who decided to resign from unions in the wake of Janus have been held to the opt-out procedures and time limits contained in their signed authorization agreements. For example, in Smith v. New Jersey Education Association, teachers who had signed dues authorization forms (with specified annual revocation windows) argued that Janus allowed them to cancel dues at any time. The court disagreed, holding that Janus “did not operate to invalidate” those pre-Janus authorization agreements, and that the existence of a new constitutional right not to pay fees as a nonmember “did not entitle [the teachers] to disregard their own contractual commitments” by resigning at will.

Likewise here, Mr. Rigau cannot simply invoke Janus as a get-out-of-contract-free card. Janus made union membership and payments voluntary, but it did not eviscerate contracts voluntarily entered. Plaintiff's dues authorization remained binding unless and until properly revoked under the agreed-upon terms.

Critically, Plaintiff never effectively revoked his authorization within the prescribed framework. The collective bargaining agreement and Puerto Rico law (as embodied in, inter alia, Act 134 of 1960 and Act 45 of 1998) provided specific procedures for employees to withdraw from union membership and stop payroll deductions – typically requiring written notice during a designated time window (for example, an annual window or the anniversary of signing). Plaintiff did send letters expressing his desire to resign (in 2018 and later years), but those letters did not conform to the required timing or method for revocation. At minimum, Plaintiff has not demonstrated that he met the contractual conditions to terminate his dues deduction authorization. In the analogous Smith v. Superior Court case, the court noted that the plaintiff had failed to show “why the union’s opt-out form was insufficient to address his First Amendment concerns” – implying that the plaintiff did not utilize the provided revocation method. Here, too, Mr. Rigau’s repeated missives did not trigger a halt to dues because they were not submitted in accordance with the established opt-out rules (e.g. they may have been outside the annual window or not on the proper form). Thus, from the standpoint of PRIC and the Union,

Plaintiff remained an authorizing member for dues purposes despite his personal objections. Enforcing the terms of a voluntary dues agreement under these circumstances does not violate the First Amendment. Rather, it is a straightforward application of contract law and state labor law. Because Plaintiff's First Amendment theory is premised on an inapplicable legal rule and ignores his own contractual consent, he has not shown any likelihood of success on the merits of his §1983 claim.

2. Defendants' Actions Were Legally Justified by Puerto Rico Law and the Collective Bargaining Agreement.

Far from engaging in some rogue infringement of Plaintiff's rights, PRIC and the Union acted pursuant to governing law and judicial directive in resuming Plaintiff's dues deductions. As noted, a Puerto Rico court ruling in late 2022 (the Servidores Públicos Unidos case) effectively invalidated the "instant resignation" policies that had been briefly permitted right after Janus. That court decision reinstated the pre-Janus legal status quo, under which employees in Plaintiff's bargaining unit were deemed union members (and subject to dues) unless and until they followed the proper opt-out procedure. PRIC, as a public employer, was bound to implement the law as declared by the Puerto Rico courts. Thus, when the court nullified the 2018 liberalized withdrawal guidelines, PRIC had a legal obligation to treat Mr. Rigau as a union member still subject to his prior dues authorization. The timing of PRIC's action confirms this: PRIC did not begin deducting dues from

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Plaintiff again until after the court’s resolution in late 2022. In other words, Defendants resumed deductions “based on a... ruling by a local court” and not of their own volition. This context is important, because Plaintiff’s motion paints the dues resumption as if it were a unilateral scheme by the Union to violate his rights. In reality, PRIC and the Union were adhering to the then-effective law of Puerto Rico, which presumptively bound Mr. Rigau to his prior membership and dues commitment.

At no point have Defendants treated Mr. Rigau’s money as fair game absent colorable legal authority. In 2018, once Janus came down, PRIC immediately stopped dues deductions for Mr. Rigau, respecting his asserted rights at that time. It was only after the local judiciary clarified that those immediate withdrawal rights were not legally operative that PRIC “reversed course” and reinstated the deductions. The Union, for its part, has simply been the recipient of dues that, from its perspective, remained owed under the membership contract. Where, as here, Defendants’ challenged conduct was undertaken in good-faith compliance with a statute or court order, that weighs heavily against finding a constitutional violation – or at the very least against finding the “clear” or “substantial” likelihood of success that Plaintiff must show to justify a preliminary injunction. Plaintiff effectively asks this federal Court to deem Puerto Rico’s framework (as upheld by its courts) unconstitutional as applied to him. That claim is dubious on the law and the facts.

Because Plaintiff willingly joined the union and did not validly revoke his dues authorization, Defendants' continued enforcement of that authorization is supported by decades of precedent rejecting identical First Amendment claims. Plaintiff's likelihood of success on the merits is therefore exceedingly low.

F. Plaintiff Has Not Demonstrated Irreparable Harm

Plaintiff's motion also falters on the requirement of irreparable harm. To warrant preliminary relief, the harm alleged must be immediate and cannot be remedied by money damages or other relief at a later date. Plaintiff fails to meet this standard for multiple reasons.

1. Monetary Deductions are Compensable

The only concrete harm Plaintiff identifies is the deduction of union dues from his pay. But such financial injury – essentially an ongoing loss of a portion of wages – is not irreparable. If Plaintiff ultimately prevails on the merits, the dues taken can be refunded to him (with interest), or otherwise compensated through damages. Courts have repeatedly held that the loss of funds through payroll deductions “do[es] not constitute irreparable injury” because money can be repaid. For example, in Cesareo v. Port Authority of N.Y. & N.J. (D.N.J. 2025), a public employee challenging union dues failed to get an injunction in part because his claimed harm was purely monetary and thus reparable by a refund. Likewise, in Smith v. Superior Court, County of Contra Costa, the court found no irreparable harm where the union

had voluntarily placed the plaintiff's disputed dues in an escrow account pending the litigation, ensuring that the money would not be spent on any activities the plaintiff opposed. The lesson from these cases is clear: when an injury can be remedied by a financial payment, it is not the type of irreparable harm that justifies the extraordinary step of a preliminary injunction. Here, the amounts at issue (the union dues) are readily calculable. If the Court later finds the deductions unlawful, the Union would be required to reimburse Mr. Rigau every cent collected. This undermines any claim that Plaintiff will be irreparably harmed in the interim.

Plaintiff's suggestion that any First Amendment violation automatically equals irreparable harm is misplaced. It is true that when a plaintiff shows a clear violation of core First Amendment rights (e.g., censorship of speech), courts often presume irreparable harm. But that presumption only applies if the plaintiff first establishes a likelihood of success on the merits of the First Amendment claim. See Sindicato Puertorriqueño de Trabajadores v. Fortuño, 699 F.3d 1, 10 (1st Cir. 2012) (likelihood of success on a First Amendment claim can justify presuming irreparable injury). Here, as explained above, Plaintiff has not shown a likely First Amendment violation at all – he is trying to characterize a private dues contract as a state-compelled subsidy, a theory that courts reject. Where the alleged constitutional injury is speculative or unfounded, no presumption of irreparable harm arises. In Cesareo, for instance, the plaintiff's "general assertions about not being a union

member” were deemed insufficient to even show likely success, and thus likewise “insufficient to demonstrate... irreparable harm”. The same is true here. Mr. Rigau’s claim to constitutional injury rests on a misapplication of Janus; he has not shown that any protected expression of his is actually being coerced or suppressed. To the extent he alleges that being deemed a union member or having dues deducted is an affront to his rights, that is a legal contention bound up with the merits (on which he is unlikely to prevail). It is not an independent, concrete harm.

Moreover, Plaintiff’s own conduct undercuts any assertion of urgency or irreparability. The resumed deductions began in December 2022 , yet Mr. Rigau did not file suit or seek an injunction for nearly three years. During 2023 and 2024, he continued working under the CBA and simply lodged periodic objections. This considerable delay in seeking relief “militates against a finding of irreparable harm.” Lewis v. Sec’y of State, 679 F.3d 324, 331 (5th Cir. 2012) (delay undermines claim of urgency for injunction). The lack of any immediate action by Plaintiff suggests that the deductions – amounting to a modest percentage of his salary – were not causing him irreparable injury, but rather an injury that could be tolerated (and remedied later if necessary). In short, Plaintiff has not demonstrated that he is facing any harm that is both great and irreparable before a final judgment can be reached. This factor, like the merits, weighs decisively against an injunction.

G. The Balance of Equities and Public Interest Strongly Disfavor an Injunction

When weighing equities, the Court considers the harm an injunction would inflict on Defendants and others, against the harm that Plaintiff alleges he will suffer without relief. Here, the balance tips against issuing an injunction. Granting Plaintiff's request would adversely affect not only the Defendants but also the broader public interests in stable labor relations and respect for lawful contracts.

1. Harm to Defendants and Labor Stability

If an injunction issues, PRIC would be barred from honoring the dues-checkoff provision of its collective bargaining agreement, and the Union would be deprived of funding that it relies on to fulfill its representational duties. The immediate harm to the Union's finances is not trivial – dues are the lifeblood of the union, used to pay for collective bargaining, contract administration, grievance processing, and other services that benefit the workforce (including Plaintiff's coworkers). Cutting off Mr. Rigau's dues (and potentially inviting other employees to follow suit) would strain the Union's resources. This in turn could impair the Union's ability to effectively represent employees in negotiations and disputes, undermining the bargained-for exchange at the heart of the CBA. The collective bargaining agreement was negotiated with the understanding that the Union would be funded by dues from members; an injunction alters that equilibrium. Courts have

recognized that disrupting agreed-upon labor arrangements – especially mid-contract – can cause significant harm. Here, enjoining the deduction of dues for one member might seem minor, but it sets a precedent and administrative burden on PRIC (which would have to alter its payroll systems and potentially deal with confusion among other employees), and it harms the Union by reducing its dues income with no easy way to recoup that loss if Plaintiff’s claims are later found meritless. Unlike a typical commercial dispute, enjoining dues has ripple effects beyond the dollars: it signals to other bargaining unit members that the union’s funding (and thus strength at the bargaining table) can be quickly eroded, threatening labor peace. In essence, an injunction would “disrupt... established labor relations and collective bargaining agreements” in a manner that could “affect numerous employees” beyond just the Plaintiff. This factor weighs heavily against relief.

On the other side of the ledger, the harm to Mr. Rigau from continuing the status quo is minimal. He will merely continue to have union dues withheld – money which, as discussed, can be recovered later if he prevails. The deduction is a small fraction of his pay that he has lived without since 2022. He faces no risk of job loss, no discipline, and no change in working conditions absent an injunction; he simply wishes not to pay dues. In contrast, Defendants face a direct financial hit and the upending of a lawful agreement if the Court intervenes now. Thus, the comparative harms tilt against the issuance of a preliminary injunction.

2. Public Interest Considerations

The public interest likewise favors denying the injunction. Puerto Rico has a strong public policy interest (reflected in its laws like Act 45-1998) in favor of collective bargaining for public employees and in the orderly administration of labor agreements. Enjoining the enforcement of a key provision of the CBA (dues deductions) based on an unproven constitutional theory would subvert that policy. It would encourage employees to disregard contractual obligations unilaterally, which is contrary to the stability and predictability needed in public sector labor management. The public interest is served when courts uphold valid contracts and encourage parties to resolve disputes through the normal course (including final adjudication on the merits) rather than granting drastic interim relief on a thin showing. Moreover, the public has an interest in the financial stability of unions that represent public employees. Especially in a unionized public workplace, a well-funded union can effectively advocate for safety, efficiency, and fair employment conditions – matters that ultimately benefit the public employer and the citizens who rely on public services. Gutting the union’s funding by court order could hamper those efforts, to the detriment of the public good.

Additionally, an injunction here could sow confusion about the state of the law. Puerto Rico’s own courts have addressed the post-Janus transition, and a federal court injunction might be seen as overriding the Commonwealth’s resolution of how

and when public employees may leave unions. Absent a clear federal mandate (which Plaintiff has not shown), the public interest is better served by allowing the established Puerto Rico framework to remain in place pending a full decision on the merits. In sum, Plaintiff has not demonstrated that an injunction would be neutral or beneficial to the public interest; to the contrary, it risks significant harm to the collective bargaining system and to other employees. These equitable and public interest factors counsel strongly against the extraordinary relief sought.

F. A Bond Should Be Required If Any Injunction Is Granted (Bond Waiver Is Unwarranted)

Finally, Plaintiff asks the Court to waive the security bond requirement of Federal Rule of Civil Procedure 65(c). The Court should decline that request. Rule 65(c) provides that a court may issue a preliminary injunction “only if the movant gives security in an amount that the court considers proper to pay the costs and damages sustained by any party found to have been wrongfully enjoined.” The purpose of a bond is to protect defendants from losses in the event an injunction is later found improper. While courts have discretion to require only a nominal bond or even waive the bond in suits to enforce important federal rights, such waivers are the exception, not the rule. Here, Plaintiff has not justified any exception that would leave Defendants without recourse should the injunction ultimately prove wrongful.

Plaintiff relies on Westfield High School L.I.F.E. Club v. City of Westfield, 249 F. Supp. 2d 98 (D. Mass. 2003), where a bond was excused for a student group enforcing First Amendment rights. But the circumstances of that case are far afield from Mr. Rigau's situation. In Westfield, the plaintiffs were a non-profit student club with limited funds; requiring a bond might have effectively stifled their ability to seek relief. By contrast, Mr. Rigau is an adult public employee drawing a salary and has provided no evidence that posting a reasonable bond would pose any financial hardship. Courts have noted that a bond may be waived when it would prevent a plaintiff from vindicating rights due to indigence or similarly compelling factors. No such factors are present here – Plaintiff has not even alleged an inability to pay. The absence of any demonstrated financial constraint weighs against a waiver.

Moreover, there is a real risk of monetary loss to Defendants if an injunction is improvidently granted. PRIC and the Union would be deprived of dues revenue during the injunction period. Those funds are used for ongoing operations, including representing employees (even nonmembers must be represented in grievance and collective bargaining matters under the duty of fair representation). Losing that income could harm the Union's capacity to fulfill its legal obligations, and PRIC might incur administrative costs to reconfigure payroll systems. If Plaintiff's challenge ultimately fails on the merits, Defendants could not easily recover the lost dues from Plaintiff – he would have had the benefit of extra money in his pocket,

and recouping it (from wages or otherwise) could be problematic. This is precisely the scenario the Rule 65(c) bond is intended to address. In similar cases, courts have required at least a nominal bond to cover potential losses. For instance, even where First Amendment claims were raised, a court set a small bond (e.g. \$50 or \$100) upon finding that an injunction posed some risk of monetary harm to the opposing party. Here, the Union stands to lose a stream of dues; to leave Defendants wholly unsecured would be inequitable.

Plaintiff's invocation of broad "public interest" in vindicating constitutional rights does not automatically entitle him to a free injunction. This Court can both respect First Amendment values and require security to protect against wrongful harm – the two are not mutually exclusive. Indeed, one court has observed that "security may be dispensed with only if granting an injunction carries no risk of monetary loss to the defendant". That is not the case here. Because Plaintiff has not shown that posting a bond would chill his access to justice, and because Defendants face non-negligible financial exposure if enjoined, the bond requirement should not be waived. At minimum, Defendants request that the Court impose a nominal bond (in an amount it deems proper) to secure their interests. Requiring a bond will ensure that Plaintiff proceeds only if he is serious and confident in the merits of his claim, and it will afford some protection to Defendants for doing nothing more than enforcing a presumptively valid dues agreement.

IV. CONCLUSION

Plaintiff has not met his heavy burden for obtaining the extraordinary remedy of a preliminary injunction. His First Amendment claim is unlikely to succeed because his situation falls outside the scope of Janus – he voluntarily joined the Union and agreed to dues deductions, and his attempts to withdraw did not comply with the governing contractual and legal requirements. Absent a viable constitutional claim, there is no irreparable harm: the injury alleged is monetary and reparable, and Plaintiff’s long delay belies any urgent need for relief. The equities and public interest further counsel against intervention, as an injunction would undermine the existing collective bargaining framework, harm the Union’s representational abilities, and effectively give Plaintiff an unwarranted windfall (union benefits without paying dues) at least temporarily. If the Court were nonetheless inclined to grant some preliminary relief, it should require Plaintiff to post a bond sufficient to protect Defendants from the financial consequences of a wrongful injunction. For all the foregoing reasons, Defendants respectfully request that the Court DENY Plaintiff’s Motion for Preliminary Injunction in its entirety.

CERTIFICATE OF SERVICE

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 the parties by operation of the Court’s electronic filing system. Parties

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may access this filing through the Court's system.

RESPECTFULLY SUBMITTED.

In San Juan, Puerto Rico, this 4TH day February of 2026.



VALENZUELA-ALVARADO, LLC

MCS Plaza

255 Ponce de León Avenue

Suite 825, Hato Rey

San Juan, Puerto Rico 00917-1942

Tel. (787) 756-4053

Fax: (787) 705-7415

www.valenzuelalaw.net

S/José Enrico Valenzuela-Alvarado

JOSÉ ENRICO VALENZUELA-ALVARADO

U.S.D.C.-P.R. 220104

Emails:

jeva@valenzuelalaw.net

jose.enrico.valenzuela1@gmail.com

enricovalenzuela@hotmail.com