UNITED STATES DISTRICT COURT
FOR THE DISTRICT OF PUERTO RICO

LUIS RIGAU **Plaintiff,** **v.** **MARIA 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)** **Constitutional Violation Action (42 U.S.C. § 1983), Declaratory Judgment, Injunctive Relief, Compensatory, and Nominal Damages**

RESPONSE IN OPPOSITION TO THE UNION'S MOTION FOR JUDGMENT ON THE PLEADINGS

TO THE HONORABLE COURT:

I. INTRODUCTION

Plaintiff Luis Rigau ("Rigau"), through the undersigned counsel, respectfully submits this Response in Opposition to Defendant Federación Central de Trabajadores, UFCW Local 481's ("the Union") Motion for Judgment on the Pleadings and Incorporated Memorandum of Law (Dkt. 93), filed on July 9, 2026.[1]

The Union asks the Court to dismiss this matter by claiming it is merely a passive beneficiary of Defendants Maria T. Quintana's and Puerto Rico Industrial Commission's (together, "the Government Employer") payroll system—a private

[1] The Union moves under Rules 12(b)(1) and 12(b)(6). It cannot. A Rule 12(b) motion must be made before the responsive pleading. Fed. R. Civ. P. 12(b). The Union answered on March 4, 2026. *See* Dkt. 46. That ship has sailed. Rigau treats the motion for what it actually is—a Rule 12(c) motion for judgment on the pleadings—and responds accordingly.

actor with no fingerprints on the unconstitutional extraction of Rigau's wages. But the Union's own Answer (Dkt. 46) forecloses that tale.

The Union already admitted: (1) that *Janus v. AFSCME, Council 31*, 585 U.S. 878 (2018) was decided on June 27, 2018. Union's Answer ¶ 2; (2) Rigau's original disaffiliation and dues cessation were valid—honored for over four years. Union's Answer ¶¶ 22–23; (3) the Government Employer continuously deducted, and the Union received, dues from Rigau's wages after December 2022, while Rigau remained a nonmember. Union's Answer ¶¶ 29–31; (4) that it does not contest the $30 per month or $360 per year amounts of deductions. Union's Answer ¶ 32, and (5) that it was aware of Rigau's written objections to the deduction and collection of dues. Union's Answer ¶¶ 26–27, 29–31. The Union's Motion asks this Court to grant judgment on the pleadings while its own Answer confirms that it has been collecting money from Rigau's wages—after *Janus*—in full knowledge of Rigau's repeated objections and total lack of consent. That is not a defense. It is a confession that Rigau, not the Union, is entitled to judgment on the pleadings.

Janus was explicit: Neither a forced fee nor any other payment to the union may be deducted from a public sector employee's wages, or otherwise collected, unless the employee affirmatively consents to pay. *Janus*, 585 U.S. at 930. The Union was aware of *Janus*. Union's Answer ¶ 2. It knew Rigau was a nonmember. Union's Answer ¶¶ 29–31. It knew Rigau submitted numerous written objections to the resumption of the deduction and collection of dues. Union's Answer ¶¶ 26–27, 29–31. The Union collected Rigau's money anyway. Union's Answer ¶¶ 29–31. The Union's

own Answer establishes every element of constitutional liability, and Rigau's well-pleaded allegations establish the factual predicate for that liability.

II. STANDARD OF REVIEW

Federal Rule of Civil Procedure 12(c) permits any party to move for judgment on the pleadings at any time "[a]fter the pleadings are closed," provided the motion does not delay the trial. Fed. R. Civ. P. 12(c). A motion for judgment on the pleadings under Rule 12(c) is generally treated the same as a motion to dismiss under Rule 12(b)(6), except that "a Rule 12(c) motion implicates all the pleadings, rather than the complaint alone." *Medicaid & Medicare Advantage Prods. Ass'n of P.R., Inc. v. Emanuelli-Hernández*, 2021 U.S. Dist. LEXIS 39402, at *22 (D.P.R. 2021) (citing *Aponte-Torres v. Univ. of Puerto Rico*, 445 F.3d 50, 54–55 (1st Cir. 2006)). "Because a Rule 12(c) motion, like a Rule 12(b)(6) motion, requires some assessment of the merits of the case at its nascence, 'the court must view the facts contained in the pleadings in the light most favorable to the nonmovant and draw all reasonable inferences therefrom to the nonmovant's behoof.'" *Id.* (quoting *R.G. Fin. Corp. v. Vergara-Nunez*, 446 F.3d 178, 182 (1st Cir. 2006)).

"Under Rule 12(c), a movant can secure judgment on the pleadings only when 'it appears beyond a doubt that the nonmoving party can prove no set of facts in support of [its] claim [that] would entitle [it] to relief.'" *Cintron v. Bibeault*, 148 F.4th 37, 46 (1st Cir. 2025) (quoting *Feliciano v. Rhode Island*, 160 F.3d 780, 788 (1st Cir. 1998)) (changes in original). Under this standard, the Union's motion collapses under the weight of its own pleading—its Answer.

III. ARGUMENT

A. The Union's Own Answer Establishes the Factual Predicate for Liability.

The Union's Answer (Dkt. 46) contains admissions so unambiguous and unreserved that they foreclose dismissal entirely. One of the centerpiece admissions appears in Paragraphs 29–31: "[The Government Employer] continuously deducted, and the Union received, dues from Plaintiff's wages after December 2022, and that Plaintiff remained a nonmember. . ." Union's Answer ¶¶ 29–31. This admission is not qualified, limited, nor conditional. The Union collected money from a nonmember's wages—more than four years after *Janus*. It did so with full knowledge of Rigau's nonmember status. That is precisely what *Janus* forbids.

But there is more. The Union's admissions continue: it admits that *Janus* was decided on June 27, 2018. Union's Answer ¶ 2; it admits the Government Employer originally honored Rigau's 2018 disaffiliation form. Union's Answer ¶¶ 22–23; it does not contest the math: $15 per semi-monthly pay period in dues deductions, meaning $30 per month, $360 per year. Union's Answer ¶ 32, and it admits it was aware of Rigau's express objections and nonconsent in writing to any dues deductions. Union's Answer ¶¶ 26–27, 29–31. The Union, however, kept deducting and accepting Rigau's deducted wages anyway—snubbing Rigau's demands for the cessation of dues deductions. These admissions, taken together, establish every element of Rigau's claim: (1) *Janus* forbade the Union from collecting dues from a nonmember like Rigau; (2) *Janus* was decided in June 2018; (3) Rigau became a nonmember in July 2018; (4) the Union collected Rigau's money from Rigau's wages again from December

2022 onward; and (5) the Union's collection was knowing, continuous, and contrary to Rigau's repeated stated wishes of objection and nonconsent.

Despite its best efforts in its Motion to obscure and twist these facts, the Union cannot hide from its own admissions. The Union tries to argue that the Complaint contains merely conclusory allegations and should be disregarded. Mot. at 10 (Dkt. 93). But the Union cannot have it both ways. It chose to admit that it continuously collected dues from a nonmember's wages post-*Janus*. Having made that admission, it cannot now argue that the Complaint fails to state a claim when the Complaint's factual allegations are entirely consistent with—indeed, corroborated by—the Union's own admissions in its Answer. Where a party has unreservedly admitted a fact in its answer or antecedent pleadings, that admission is a binding judicial admission that removes the fact from contention. *See Costello v. Molari, Inc.*, 2019 U.S. Dist. LEXIS 200995, at *8 (D. Mass 2019) (quoting *Harrington v. City of Nashua*, 610 F.3d 24, 31 (1st Cir. 2010)). The Union's Answer converted the Complaint's allegations from contestable factual claims into admitted facts. The Union that collects post-*Janus* dues from a nonmember and refuses to reimburse them is not a lucky bystander. It is a participant, like one who knowingly receives stolen property. And it bears responsibility for the constitutional harm and return of Rigau's deducted wages.

B. The Good Faith Defense is Unavailable for Post-*Janus* Deductions.

The Union invokes *Doughty v. State Emples. Ass'n of N.H.*, 981 F.3d 128 (1st Cir. 2020), as an independent bar to Rigau's damages claims. Mot. at 13–14. But

Doughty's logic is confined to a narrow context not present here. *Doughty* addressed unions that collected fees *before Janus*, in reasonable reliance on state statutes that the U.S. Supreme Court originally upheld but later struck down. *See Doughty*, 981 F.3d at 134, 139–49. The good faith defense presupposes that the party invoking it could not have known, at the time of the challenged conduct, that its actions were unconstitutional. That reasoning is inapplicable here.

The deductions at issue did not commence before *Janus*. They commenced on December 2, 2022—four years, five months, and five days after *Janus* was decided. Compl. ¶ 28 (Dkt. 1); Union's Answer ¶¶ 29-31. *Janus* is not a newly minted rule of uncertain scope. It is settled, unambiguous law. The Union admits it knew about *Janus* in June 2018. Union's Answer ¶ 2. It also admits the Government Employer honored Rigau's 2018 resignation. Union's Answer ¶¶ 22–23. It further admits it received dues from a nonmember's wages after December 2022. Union's Answer ¶¶ 29–31. A union that knowingly receives money from a nonmember's wages after *Janus*—after four years knowing about the landmark precedent, and after the employee repeatedly and in writing objected—is not acting in good faith. It is acting in knowing, willful disregard of clearly established constitutional law.

C. The Complaint Plausibly Alleges the Union Acted Under Color of State Law.

The Union focuses its state-action analysis on the public-function and state-compulsion tests, barely addressing the most relevant state-action test: joint action. Under the joint-action test, a private party acts under color of state law when it is a willful participant in joint action with the State or its agents. *See Office of the Pub.*

Guardian v. Elliott Hosp., 630 F. Supp. 3d 345, 353 (D.N.H. 2022) (quoting *Adickes v. S.H. Kress & Co.*, 398 U.S. 144, 152 (1970)).

The Complaint alleges: (1) the Union contacted the Government Employer and asked it to reinstate compulsory dues. Compl. ¶ 25; (2) The Government Employer complied within months. Compl. ¶¶ 24, 28; (3) The Government Employer acts at the Union's behest. Compl. ¶ 38; (4) the deductions operate pursuant to the compulsory-membership clause of the collective bargaining agreement between the Government Employer and Union. Compl. ¶ 20; (5) the Union collects the money extracted from Rigau's wages. Compl. ¶¶ 13, 32, 39. These are not naked legal conclusions—they are factual allegations supported by a documented causal sequence: the Union asks, the Government Employer acts, and the Union collects. Taken as true and drawing all reasonable inferences in Rigau's favor, these allegations plausibly establish the purposeful participation the joint-action test requires.

The Union argues the Complaint merely alleges collective bargaining and receipt of remitted dues. Mot. at 10. That characterization is wrong. The Complaint alleges that the Union actively initiated the reinstatement of unconstitutional deductions (Compl. ¶ 25), that the Government Employer acted at the Union's behest (Compl. ¶ 38), and that the Union enforces a compulsory dues deduction and collection policy under color of state law (Compl. ¶ 39). The Union dismisses these as conclusory, but a factual allegation—the Union contacted the Government Employer and asked for reinstatement—is not a legal conclusion. It is an allegation of specific conduct. The relevant inquiry requires only that the alleged facts plausibly support

an inference of liability. *See Ocasio-Hernandez v. Fortuño-Burset*, 640 F.3d 1, 13 (1st Cir. 2011). It does not require Rigau to plead the private communications, internal deliberations, or documentary evidence that discovery will reveal.

The Union relies on *Hovan v. United Brotherhood of Carpenters & Joiners*, 704 F.2d 641 (1st Cir. 1983), and related cases. Mot. at 5, 10. But *Hovan* and related cases involved unions that were ordinary parties to pre-existing collective bargaining relationships—they were not accused of actively soliciting a government employer to reinstate unconstitutional deductions that had been ceased. The conduct alleged here—demanding that a government actor reverse a constitutional accommodation that had been in existence for more than four years—is categorically different from mere collective bargaining and receipt of dues.

D. Rigau's Claims are Fully Redressable Against the Union.

The Union argues that prospective relief against it is not redressable because the Government Employer controls the "payroll mechanism." Mot. at 13. But Rigau seeks, among other things, compensatory damages, restitution, and nominal damages against the Union. Compl. Prayer ¶¶ C(i)-(ii). Money damages against the Union are directly, completely, and immediately redressable: the Court enters judgment, and the Union pays. The payroll system is irrelevant to the monetary claims. A court can enjoin the Union from: (a) accepting, collecting, or retaining any dues deducted from Rigau's wages without his affirmative consent; and (b) maintaining or enforcing any policy of dues collection against Rigau. Each of these forms of relief is directed at the Union's own conduct and requires nothing of the Government Employer's internal

payroll system. The Union's redressability argument collapses on contact with the actual relief sought in the Complaint.

The Union perplexingly cites *Cruz v. Union Independiente Autentica de los Empleados de la Autoridad de Acueductos y Alcantarillados*, 161 F.4th 11 (1st Cir. 2025), at length. Mot. at 6–8. But *Cruz* favors Rigau, not the Union. In *Cruz*, the union deposited back the wrongfully deducted dues—confirming that such relief is exactly what a public sector employee whose wages were seized without consent is entitled to receive. The First Circuit further preserved the question of whether the absence of a merits judgment on the First Amendment violation could support a live controversy for prevailing-party fees under Section 1988—indicating that Rigau's request for a merits adjudication has value beyond the money itself.

IV. CONCLUSION

The Union's motion is not merely unavailing--it is contradicted by its own Answer. The Union admitted that it collected dues from Rigau's wages after *Janus* and over Rigau's express objections. It admitted that Rigau was a nonmember. It admitted that it knew about the *Janus* holding. It does not contest the amounts of dues deducted. On these facts, the Union is not entitled to judgment on the pleadings nor to dismissal.

WHEREFORE, Rigau respectfully requests that the Court deny the Union's motion in its entirety.

CERTIFICATE OF SERVICE

I hereby certify that on this date I electronically filed the foregoing with the Clerk of Court, using the CM/ECF System, which will send notification of such filing to all appearing parties and counsels using the Court's electronic system.

RESPECTFULLY SUBMITTED.

In San Juan, Puerto Rico, this 13th day of July, 2026.

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