UNITED STATES DISTRICT COURT
FOR THE DISTRICT OF PUERTO RICO

ORLANDO MÉNDEZ LÓPEZ; JOSÉ COTTO MELÉNDEZ; JOSÉ A. RAMOS RAMOS; CIPRIÁN CENTENO RODRIGUEZ Plaintiffs, **v.** **UNIVERSITY OF PUERTO RICO; ZAYIRA JORDÁN**, in her official capacity as President of the University of Puerto Rico; **UNIVERSITY OF PUERTO RICO WORKERS' UNION** Defendants.	**CIVIL NO. 25-01682** Constitutional Violation Action (42 U.S.C. § 1983), Declaratory Judgment, Injunctive Relief, Compensatory, Nominal, and Punitive Damages. Jury Trial Demanded.

COMPLAINT

TO THE HONORABLE COURT:

Plaintiffs Orlando Méndez López ("Méndez"), José Cotto Meléndez ("Cotto"), José A. Ramos Ramos ("Ramos"), and Ciprián Centeno Rodriguez ("Centeno") (collectively, "Plaintiffs"), through the undersigned counsel, hereby file this Complaint pursuant to the Civil Rights Act of 1871, 42 U.S.C. § 1983 ("Section 1983") and seek declaratory, injunctive, and monetary relief against Defendants University of Puerto Rico Workers' Union ("the Union"), Zayira Jordán ("Jordán"), in her official

capacity as President of the University of Puerto Rico, and the University of Puerto Rico ("UPR")[1] (collectively, "Defendants").

BACKGROUND

1. The First Amendment's guarantees of freedom of speech and freedom of association protect public-sector employees from government discrimination and retaliation for exercising their First Amendment right not to join a labor union.

2. Plaintiffs are employed by UPR and are subject to the Union's exclusive representation. Plaintiffs are not dues-paying Union members, as is their First Amendment right under *Janus v. AFSCME Council 31*, 585 U.S. 878 (2018).

3. Absent a compelling reason, it is unconstitutional for a public employer to deprive employees of a monetary benefit because they exercised their First Amendment right to not associate with a union or financially support its speech. *Carbonell v. Lopez-Figueroa*, 749 F.Supp. 3d 266 (D.P.R. 2024).

4. In 2025, UPR awarded Union members a $3,000 increase in wages split in two installments: January 15, 2025, and July 15, 2025. UPR did not award these additional wage payments to Plaintiffs and other employees who exercised their First Amendment right to not be Union members.

5. Defendants are unlawfully discriminating and retaliating against Plaintiffs by withholding $3,000 from their wages for exercising their First Amendment right not to be Union members.

[1] The initials of the University of Puerto Rico ("UPR") will be used throughout this Complaint to refer to both the University of Puerto Rico and Jordán, acting in her official capacity as President of the University of Puerto Rico.

PARTIES

6. Plaintiff Orlando Méndez López ("Méndez") resides in Cayey, Puerto Rico and works at UPR's campus in Cayey, Puerto Rico. UPR employs Méndez as a maintenance worker within a bargaining unit the Union exclusively represents.

7. Plaintiff José Cotto Meléndez ("Cotto") resides in Cayey, Puerto Rico and works at UPR's campus in Cayey, Puerto Rico. UPR employs Cotto as an automotive technician within a bargaining unit the Union exclusively represents.

8. Plaintiff José A. Ramos Ramos ("Ramos") resides in Cayey, Puerto Rico and works at UPR's campus in Cayey, Puerto Rico. UPR employs Ramos as a maintenance worker within a bargaining unit the Union exclusively represents.

9. Plaintiff Ciprián Centeno Rodriguez ("Centeno") resides in Cidra, Puerto Rico and works at UPR's campus in Cayey, Puerto Rico. UPR employs Centeno as a plumber within a bargaining unit the Union exclusively represents.

10. Defendant University of Puerto Rico ("UPR") is a public university system with eleven campuses throughout Puerto Rico. It employs Méndez, Cotto, Ramos, and Centeno at its Cayey Campus. As Plaintiffs' employer, UPR is responsible for paying their wages, including additional wages.

11. Defendant Zayira Jordán ("Jordán") is sued in her official capacity as President of the University of Puerto Rico ("UPR"). Her office address is Jardin Botánico Sur, 1187 Flamboyán Street, San Juan, Puerto Rico 00926-1117. In her role as UPR President, Jordán is ultimately responsible for approving and enforcing all agreements between UPR and the Union.

12. Defendant University of Puerto Rico Workers' Union[2], headquartered at 1006 Vallejo Street, San Juan, PR 00925, is a public sector labor union accredited by the Puerto Rico Secretary of Labor and Human Resources. The Union is the exclusive representative for collective bargaining purposes of thousands of employees throughout the University of Puerto Rico system. The Union and UPR entered into a collective bargaining agreement, which terms are enforced on bargaining unit employees, including Plaintiffs.

JURISDICTION AND VENUE

13. This is an action that arises under the Federal Civil Rights Act of 1871, 42 U.S.C. § 1983, to redress the deprivation, under color of state law, of rights, privileges and immunities secured to Plaintiffs by the Constitution of the United States, particularly the First and Fourteenth Amendments.

14. The Court has subject-matter jurisdiction under 28 U.S.C. § 1331 and 28 U.S.C. § 1343.

15. This action is an actual controversy in which Plaintiffs seek a declaration of their rights under the Constitution of the United States. Pursuant to 28 U.S.C. §§ 2201–2202, this Court may declare Plaintiffs' rights and grant further necessary and proper relief based thereon, including injunctive relief pursuant to Federal Rule of Civil Procedure 65.

16. Venue is proper in this Court pursuant to 28 U.S.C. § 1391 because the

[2] The original name of the Union in Spanish is *Sindicato de Trabajadores de la Universidad de Puerto Rico*. It is being translated here to University of Puerto Rico Workers' Union.

claims arise in this judicial district and Defendants operate and do business in this judicial district.

17. Plaintiffs sue UPR and Jordán, in her official capacity as President of the University of Puerto Rico, for prospective declaratory and injunctive relief to halt and remedy an ongoing violation of federal law. Under the doctrine of *Ex parte Young*, 209 U.S. 123 (1908), suits for prospective relief against state officials in their official capacities to end a continuing violation of federal law are permissible under the Eleventh Amendment.

18. Specifically, Plaintiffs seek an order prohibiting the UPR and Jordán, in her official capacity as President of the University of Puerto Rico, from continuing to withhold the $3,000 of additional wages from Plaintiffs on the basis of their non-membership in the Union and requiring UPR and Jordán, prospectively, to equalize Plaintiffs' compensation with that of similarly situated members of the Union by providing Plaintiffs their $3,000 of additional wages. The requested relief is directed at bringing Defendants' future conduct into compliance with the First and Fourteenth Amendments and is not an award for retroactive monetary damages for a past violation. Any financial impact on the Commonwealth of Puerto Rico's treasury resulting from compliance with such declaratory and injunctive relief is merely an ancillary consequence of prospective relief.

FACTUAL ALLEGATIONS

19. When UPR and the Union started negotiating an agreement providing $3,000 of additional wages to Union members—sometime between March 1, 2024

and December 24, 2024—Plaintiffs were not members of the Union and did not pay Union dues.

20. On December 24, 2024, the Union published a bulletin announcing that "after long and intense negotiations with the [UPR] administration and the Financial Oversight and Management Board" (translation ours), it was agreed that UPR would award $3,000 of additional wages to members of the Union. The bulletin explained that the disbursement would be divided between an initial installment of $2,000 on January 15, 2025, and a second $1,000 installment on July 15, 2025. *See* Exhibit 1.

21. On January 8, 2025, UPR sent a letter to Plaintiffs informing them UPR's agreement with the Union whereby UPR would award additional wages to employees who were current on their Union membership dues up to September 5, 2024. *See* Exhibit 2.

22. UPR's January 8, 2025 letter was the first time Plaintiffs learned of the $3,000 of additional wages agreement UPR made with the Union and approved by the Financial Oversight and Management Board for Puerto Rico.[3]

23. On January 15, 2025, UPR awarded $2,000, the first installment of the $3,000 of additional wages, to members of the Union.

24. Plaintiffs were not awarded the $2,000 on January 15, 2025, solely because they are not members of the Union.

[3] The Puerto Rico Oversight, Management, and Economic Stability Act of 2016 ("PROMESA") created the Financial Oversight and Management Board for Puerto Rico. *See* 48 U.S.C. § 2121(b)(1).

25. On January 22, 2025, Méndez and Ramos, through their legal representative, sent a letter to Sheila L. Ramos Manso, Human Resources Director of the University of Puerto Rico, requesting that UPR award $3,000 of additional wages to them, and demanding equal treatment between Union members and nonmembers within the same bargaining unit. *See* Exhibit 3. Their letter went unanswered.

26. On July 15, 2025, UPR awarded $1,000, the second installment of the $3,000 of additional wages, to members of the Union.

27. Plaintiffs were not awarded the $1,000 on July 15, 2025, solely because they are not members of the Union.

28. Funding for the $3,000 of additional wages to members of the Union comes exclusively from the public fisc.

29. To date, Plaintiffs have not been awarded the $3,000 of additional wages, or any portion thereof, solely because they exercised their First Amendment right not to join the Union.

30. As a result of UPR's decision to provide the $3,000 of additional compensation solely to members of the Union, the current total compensation paid to Plaintiffs is $3,000 less than the compensation UPR paid to other employees in the bargaining unit who are Union members. This disparity in total compensation persists today and will continue to exist unless and until UPR provides Plaintiffs the same $3,000 of additional wages it provided to members of the Union.

31. The continuing disparity in total compensation between members of the

Union and Plaintiffs is not merely a past injury—it is a present and ongoing condition of Plaintiffs' employment that discriminates and retaliates against them for exercising their First Amendment right not to join or financially support the Union. So long as UPR refuses to provide Plaintiffs the $3,000 of additional wages that it provided to Union members, UPR is maintaining a discriminatory and retaliatory pay structure that presently and continuously infringes Plaintiffs' rights under the First and Fourteenth Amendments.

32. Bringing Plaintiffs' compensation into parity with that of similarly situated Union members within the bargaining unit by providing them the same $3,000 of additional wages is necessary to cease the ongoing violation of their First and Fourteenth Amendment rights and to prospectively align UPR's compensation practices with constitutional requirements.

33. The discriminatory compensation scheme was not the result of mistake, inadvertence, or good faith misunderstanding of the law. Rather, UPR and the Union intentionally structured the $3,000 of additional wages to reward employees who became or remained members of the Union and to penalize employees, including Plaintiffs, who exercised their First Amendment right not to join or financially support the Union.

34. At all relevant times, UPR and the Union were aware, or deliberately indifferent to, the fact that conditioning a significant employer-provided additional wages on membership in the Union, and excluding nonmembers for that reason alone, violated clearly established First Amendment principles recognized by the

U.S. Supreme Court in *Janus* and by this Court in *Carbonell*.

35. Despite this knowledge, UPR and the Union jointly negotiated, approved, and implemented the $3,000 of additional wages as a Union-member-only benefit, and explicitly conditioned eligibility on employees' payment of Union dues through a specified date, with the purpose and effect of discriminating and retaliating against employees, including Plaintiffs, who had resigned from membership in the Union.

36. After receiving the January 22, 2025 letter from Plaintiffs' counsel specifically objecting to the discriminatory scheme and demanding equal treatment, UPR and the Union were on actual notice that their conduct violated Plaintiffs' constitutional rights. Nevertheless, they took no corrective action and instead proceeded to disburse the second installment of the additional wages on July 15, 2025 only to members of the Union, thereby willfully continuing the unconstitutional scheme against Plaintiffs.

37. The Union further promoted $3,000 of additional wages on social media as an exclusive benefit of Union membership, using the additional compensation as a tool to pressure nonmembers to join the Union and to deter existing members from exercising their First Amendment right to resign from the Union. In doing so, the Union acted with the specific purpose of punishing and deterring the exercise of Plaintiffs' and other employees' First Amendment rights.

38. In light of these facts, the conduct of the Union was malicious, oppressive, and undertaken with reckless and callous disregard of Plaintiffs' clearly

established constitutional rights, thereby warranting an award of punitive damages against the Union.

39. In her capacity as UPR President, Jordán has allowed the denial of the $3,000 of additional wages based on employees' decision to exercise their First Amendment right of free speech and non-association by not joining the Union. Jordán's inaction in remedying this unconstitutional action constitutes supervisory encouragement, condonation, acquiescence, or gross negligence amounting to deliberate indifference to the protection of constitutional rights of her employees.

40. In undertaking these unconstitutional measures, UPR and the Union have acted under color of state law, 29 *P.R. Laws Ann.* § 62 and 29 *P.R. Laws Ann.* § 63 by negotiating and implementing terms and conditions of employment, including wages and rates of pay for UPR employees.

COUNT I

Violation of 42 U.S.C. § 1983 and the First and Fourteenth Amendments by illegal discrimination and retaliation against nonunion employees

41. The agreement between UPR and the Union whereby UPR awards $3,000 of additional wages to Union members while withholding the same additional wages from Union non-members of the same bargaining unit, solely due to their status as Union non-members, violates Plaintiffs' constitutional rights by having the government and governmental officials discriminate and retaliate against them for exercising their First Amendment right not to associate with the Union.

42. As a direct result of UPR's and the Union's unlawful actions described in this Complaint, Plaintiffs:

a. Have been prevented from exercising their rights and privileges as citizens of the United States not to join a labor union;

b. Have been deprived of their rights guaranteed to them under the Constitution and statutes of the United States to be nonmembers of the Union;

c. Have suffered monetary, equitable, and other damages; and

d. Have suffered the irreparable harm, damage and injury for which there is no adequate remedy at law that is inherent in the violation of First Amendment rights.

43. Unless enjoined by this Court, UPR and the Union will continue the aforesaid deprivation and abridgement of Plaintiffs' First Amendment rights, thereby causing further irreparable harm, damage and injury for which there is no adequate remedy at law.

PRAYER FOR RELIEF

Wherefore, Plaintiffs request that this Court:

A. Declaratory Judgment: Enter a declaratory judgment that Defendants are violating Plaintiffs' First Amendment rights as secured against State infringement by the Fourteenth Amendment and 42 U.S.C. § 1983, by unlawfully discriminating against nonunion employees due to their status as Union nonmembers, and by unlawfully retaliating against them for choosing not to be a member of the Union by withholding from nonunion employees the $3,000 of additional wages.

B. Injunctive Relief: (i) Permanently enjoin UPR, acting through Jordán in her official capacity as its President, and the Union from withholding the $3,000 of additional wages from Plaintiffs on the basis of their non-membership on the Union; (ii) Order UPR, acting through Jordán in her official capacity as its President, to prospectively equalize Plaintiffs' compensation with that of similarly-situated members of the Union within the same bargaining unit by providing Plaintiffs the same $3,000 of additional wages that UPR provided to members of the Union, thereby ending the ongoing violation of Plaintiffs' First and Fourteenth Amendment rights.

C. Damages: (i) Enter a judgment against the Union awarding Plaintiffs compensatory damages of the amount of money equal to the unlawfully and improperly withheld amount, plus applicable interest; (ii) Enter a judgment against the Union awarding Plaintiffs nominal damages for UPR's and the Union's discrimination and retaliation against Plaintiffs for not being members of the Union by withholding the $3,000 of additional wages paid to union members; (iii) Enter a judgment against the Union awarding Plaintiffs punitive damages for Defendants' wanton, willful, and knowing misconduct in violation of Plaintiffs' First and Fourteenth Amendment rights.

D. Costs and Attorneys' Fees: Award Plaintiffs their costs and reasonable attorneys' fees pursuant to the Civil Rights Attorneys' Fees Award Act of 1976, 42 U.S.C. § 1988, and grant such other additional relief as the Court may deem just and proper.

RESPECTFULLY SUBMITTED.

Dated: December 19, 2025

s/ ÁNGEL J. VALENCIA
Ángel J. Valencia
USDC- PR 300009
avalencia@ljc.org
Liberty Justice Center
7500 Rialto Blvd. Suite 1-250
Austin, Texas 78735
Telephone: (512) 481-4400

s/ MILTON L. CHAPPELL
Milton L. Chappell (*pro hac vice* forthcoming)
District of Columbia Bar No. 936153
mlc@nrtw.org
National Right to Work Legal Defense Foundation, Inc.
8001 Braddock Road, Suite 600
Springfield, Virginia 22160
Telephone: (703) 321-8510

Counsel for Plaintiffs