

**UNITED STATES DISTRICT COURT
DISTRICT OF RHODE ISLAND**

NICOLE SOLAS,

Plaintiff,

Civil Action No. _____

v.

UNIVERSITY OF RHODE ISLAND and
MARC B. PARLANGE in his official
capacity,

Defendants.

COMPLAINT

Plaintiff Nicole Solas (“Solas” or “Plaintiff”) hereby files this Complaint against Defendant University of Rhode Island (“URI”) and Defendant Marc B. Parlange (“Parlange”), (collectively “Defendants”), and alleges as follows:

INTRODUCTION

1. Plaintiff Nicole Solas brings this civil rights action pursuant to the Civil Rights Act of 1871, 42 U.S.C. § 1983 (“Section 1983”), seeking declaratory, permanent injunctive, and monetary relief to redress and prevent deprivation under color of state law of Plaintiff’s rights, privileges, and immunities against compelled speech and association under the First and Fourteenth Amendments to the United States Constitution. Specifically, URI, acting as a state actor and under color of

state law, has imposed a hiring preference for union members for an employment position with URI, and discriminated against Plaintiff, who is not a union member, in its hiring practices based on Plaintiff's status as a non-union member.

2. In *Janus v. AFSCME*, 585 U.S. 878 (2018), the United States Supreme Court upheld the principle that freedom of speech entails freedom of association and “[f]orced associations that burden protected speech are impermissible.” *Id.* at 892 (citing *Pacific Gas & Elec. Co. v. Pub. Utils. Comm’n of Cal.*, 475 U.S. 1, 12 (1986)). After *Janus*, it is unconstitutional for public-sector unions and state employers to collect/deduct union dues or fees from public employees without their affirmative consent and knowing waiver of their First Amendment rights, *id.* at 929-30, and they cannot grant special benefits to public employees to the detriment of non-members, *see Carbonell v. Lopez-Figueroa*, 749 F. Supp.3d 266, 289 (D. P.R. 2024).

3. Plaintiff sought employment as a Higher Education Administrative Assistant (“HEAA”) with Defendant URI, was denied employment with URI, and was informed that members of ESP-URI/NEARI (the “Union”) received “preferential consideration,” and that URI would only consider nonmembers if an ESP-URI/NEARI member could not fill the position.

4. Defendants maintain and enforce U R I policies, including a policy of preferential treatment in hiring toward NEARI members, to the detriment

of non-NEARI members and a policy requiring that bargaining unit employees be full-fledged members of NEARI as a condition of employment.

5. Defendants have violated and are violating Plaintiff's First Amendment rights, as applied against the state through the Fourteenth Amendment. Defendants do so by requiring Plaintiff to be a member of NEARI and by consequently requiring the deduction and collection of money from Plaintiff's wages without her voluntary, intelligent and knowing consent, as a condition of prospective and future employment, thereby conferring employment benefits and opportunities based on union membership in violation of Plaintiff's First Amendment rights.

8. Plaintiff brings this civil rights action pursuant to 42 U.S.C. § 1983, seeking: (a) a judgment declaring that the policy of requiring union membership as a condition of consideration for employment from those who do not wish to associate with the Union and who do not consent to union membership is unconstitutional and unenforceable; (b) a judgment declaring that the policy of deducting union dues, as a condition of employment, without the employees' affirmative consent and knowing waiver of First Amendment rights is unconstitutional and unenforceable; (c) a judgment declaring that the policy of requiring employees in the bargaining unit to be members of NEARI as a condition of employment is unconstitutional and unenforceable under the First Amendment;

(d) injunctive relief against any form of compulsory membership requirement as a condition of employment; (e) nominal damages for the violation of Plaintiff's First and Fourteenth Amendment rights; and (f) reasonable attorneys' fees and costs, pursuant to 42 U.S.C. § 1988, 28 U.S.C. § 1920, and Federal Rule of Civil Procedure 54(d).

PARTIES, JURISDICTION, AND VENUE

9. Plaintiff is a resident of South Kingstown, Rhode Island.

10. Defendant URI is a public land-grant research university with its main campus located in Kingston, Rhode Island.

11. Defendant URI does business as a public land-grant university in Kingston, Rhode Island.

12. Defendant Marc B. Parlange is sued in his official capacity as President of the URI, which is a public university system with multiple campuses. His business address is Green Hall, 35 Campus Avenue, Kingston, Rhode Island. As URI president, Defendant Parlange is responsible for URI policies that provide preferential hiring for university positions for union members and require union membership.

14. This Court has subject matter jurisdiction because this action arises under the Federal Civil Rights Act of 1871, 42 U.S.C. § 1983, and seeks to redress the deprivation, under color of state law, of rights, privileges and immunities

secured to Plaintiffs and all class members by the Constitution of the United States, particularly the First and Fourteenth Amendments.

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

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

17. Venue is proper in this Court pursuant to 28 U.S.C. § 1391 because the claims arise in this judicial district and Defendants operate and do business in this judicial district.

FACTUAL ALLEGATIONS

18. Plaintiff repeats, realleges and reiterates all prior paragraphs as if set forth fully herein.

19. Plaintiff brings this civil rights action pursuant to the Civil Rights Act of 1871, 42 U.S.C. § 1983 (“Section 1983”) seeking declaratory, permanent injunctive, and monetary relief to redress and prevent deprivation under color of state law of Plaintiffs’ rights, privileges, and immunities against compelled speech and association under the First and Fourteenth Amendments to the United States

Constitution. Specifically, URI, acting as a state actor and under color of state law, imposes preferential hiring practices that favor union members over non-union applicants, thus requiring Plaintiff to become and remain a member of a labor organization as a condition of prospective employment, despite Plaintiff's objections to union membership.

20. On or about November 7, 2024, Plaintiff submitted an application to URI for a position as a Higher Education Administrative Assistant ("HEAA"), advertised as *Posting Number CS01998 Job Title HIGHER EDUCATION ADMINISTRATIVE ASSISTANT I (17 HRS.) Position Number 10058*. See Exhibit 1.

21. Plaintiff was not offered an interview or hired for the HEAA position.

22. Plaintiff was and is highly qualified to perform all duties of the position of HEAA.

23. Plaintiff meets or exceeds all the "Required Qualifications" listed in the HEAA job posting.

24. URI's job posting for the HEAA position states the following policy ("the Policy"): *This position is covered by ESP-URI/NEARI. Members of this union will receive preferential consideration. If the position is not filled by a current union member, we will then consider other applicants for the position.* Exhibit 2.

25. Plaintiff is not a Union member and has no desire to join the Union or associate with it.

26. On information and belief, Defendants applied the Policy to Plaintiff's application, and declined to interview Plaintiff, offer her the position, or take any steps to consider her for the position based on the Policy.

27. On March 26, 2025, Plaintiff, through counsel, directed correspondence to URI stating that the Policy unlawfully favors union members over nonmembers in employment decisions and violates the First Amendment, and that government employers may not provide preferential treatment to union members at the expense of nonmembers, particularly in hiring practices. Exhibit 3.

28. By way of the same correspondence dated March 26, 2025, Plaintiff, through counsel, requested any and all information regarding specifics of the Policy, how exactly it operates, and whether / how it was applied to Posting Number CS01998 Job Title HIGHER EDUCATION ADMINISTRATIVE ASSISTANT I (17 HRS.) / Position Number 10058.

29. To date, URI has not provided any response to Plaintiff's inquiry, through counsel, dated March 26, 2025.

FIRST CAUSE OF ACTION
(Compelled Association).

30. Plaintiff repeats, realleges, and reiterates all prior paragraphs as if set forth fully herein.

31. The First and Fourteenth Amendments to the United States Constitution guarantee Plaintiff's freedoms of speech, association, self-organization, assembly, petition, belief, thought, and conscience.

32. Defendants' Policy favors union membership for employment benefits and opportunities and therefore infringes on Plaintiff's exercise of First Amendment freedoms, and violates the U.S. Constitution because to enjoy this government preference, the Policy compels Plaintiff, as a condition of prospective employment to associate with a union against Plaintiff's will.

33. Defendants' continued enforcement of the membership preference violates Plaintiff's First Amendment rights to free speech and association, as secured against state infringement by the Fourteenth Amendment to the United States Constitution and 42 U.S.C. § 1983.

34. Under 42 U.S.C. § 1983, Plaintiff is entitled to have the enforcement of the hiring preference declared unconstitutional because it constitutes compelled association in government hiring decisions in contravention of Plaintiff's First Amendment rights.

35. There is no compelling state interest justifying the requirement that individuals become or remain members of a private labor organization or submit to the internal rules of such organization after exercising their First Amendment freedoms not to associate with the organization.

36. To the extent there is any compelling state interest in the requirement that individuals become or remain members of a private labor organization, or submit to the internal rules of such organization after exercising their First Amendment freedoms not to associate with the organization, such interests could be achieved through means significantly less restrictive of Plaintiff's constitutional rights.

37. Plaintiff is suffering the irreparable harm and injury inherent in a violation of First Amendment rights, for which there is no adequate remedy at law, as a result of being subjected to Defendants' compulsory union membership policy and continued maintenance of membership requirement without their consent.

SECOND CAUSE OF ACTION
(Compelled Speech)

38. Plaintiff repeats, realleges, and reiterates all prior paragraphs as if set forth fully herein.

39. Defendants' compulsory union membership and compulsory union dues policies prohibit Plaintiff from exercising her First Amendment rights under the First Amendment to not subsidize a labor union and its speech.

40. Defendants have violated, and continue to violate, Plaintiff's First Amendment rights by requiring her to be a member of the Union and to subsidize it as a condition of employment in order to enjoy the preference for Union members under the Policy.

41. Defendants' maintenance and enforcement of their compulsory union membership and compulsory union dues policies deprives Plaintiff of her First Amendment rights to free speech and association, as secured against infringement by the Fourteenth Amendment to the United States Constitution and 42 U.S.C. § 1983.

PRAYER FOR RELIEF

WHEREFORE, Plaintiff respectfully requests that this Court:

A. Declaratory Judgment: (i) Enter a declaratory judgment that Defendants are violating Plaintiff's First Amendment rights as secured against State infringement by the Fourteenth Amendment and 42 U.S.C. § 1983, by requiring union membership from individuals who do not wish to associate with the Union and who do not consent to such Union membership; (ii) Enter a declaratory judgment that Defendants are violating Plaintiff's First Amendment rights as secured against State infringement by the Fourteenth Amendment and 42 U.S.C. § 1983, by requiring individuals to join the Union and pay Union dues to receive the Policy's hiring preference; (iii) Enter a declaratory judgment that the Policy is unconstitutional under the First Amendment, as secured against State infringement by the Fourteenth Amendment and 42 U.S.C. § 1983, insofar as it authorizes Defendants to compel Plaintiff to maintain union membership as a condition of employment, and unenforceable against Plaintiff; and (iv) Enter a

declaratory judgment that the compulsory union dues policy put in place by Defendants is unconstitutional under the First Amendment, as secured against State infringement by the Fourteenth Amendment and 42 U.S.C. § 1983, insofar as it authorizes Defendants to compel Plaintiff to subsidize a labor union as a condition of prospective employment, and unenforceable against Plaintiff.

B. Injunctive Relief: (i) Permanently enjoin Defendants, along with their officers, agents, servants, employees, attorneys, and any other person or entity in active concert or participation with them, from maintaining and enforcing compulsory union membership and compulsory union dues policies, including union hiring preferences.

C. Damages: Enter a judgment awarding nominal damages to Plaintiff.

D. Costs and Attorneys' Fees: Award Plaintiff costs and reasonable attorneys' fees pursuant to the Civil Rights Attorneys' Fees Award Act of 1976, 42 U.S.C. § 1988.

E. Other Relief: (i) Require Defendants to provide Plaintiff with written notice that the compulsory union membership and union dues policies are unconstitutional, a breach of contract, and are unenforceable, and that they can exercise their First Amendment right to refrain from union membership and subsidization without their consent, at any time; and (ii) grant such other and further relief as the Court may deem just, proper, and equitable.

Dated: November 20, 2025

/s/ Kevin C. McCaffrey

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Attorney for Plaintiff Nicole Solas