

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

YADIRA MOLINA

Plaintiff,

v.

MUNICIPIO DE SAN JUAN,

Defendant

CIV. NUM. 18-

Re: First Amendment
Retaliation

COMPLAINT

TO THE HONORABLE COURT:

COMES NOW Plaintiff Yadira Molina through her undersigned attorney, and respectfully **ALLEGES** and **PRAYS** as follows:

I. JURISDICTION

1. This suit is brought and jurisdiction lies pursuant to pursuant to the provisions of 28 U.S.C. sec 1331, inasmuch as there is federal question involved.

2. The following laws are invoked: 42 U.S.C § 1983; Law 115; Law 80 of May 30, 1976, and Articles 1802 and 1803 of the Civil Code of Puerto Rico.

3. The proper venue for this case lies in this Court as the defendants' principal place of business is Puerto Rico, and the causes of action took place in Puerto Rico.

II. PARTIES

4. Plaintiff Yadira Molina is of legal age, single, and a resident of Florida. At all times relevant to the instant Complaint, plaintiff was an individual protected by the laws invoked in this Complaint.

5. Defendant, Municipio de San Juan is an autonomous municipality in Puerto Rico and has its principal of business in Puerto Rico. At all times relevant to this Complaint, this defendant was an "employer" as defined by the laws invoked in this Complaint. It was the municipality's policy, pattern, and practice to engage in the corrupt allocation of purchases described herein and to retaliate against anyone who exercised her First Amendment rights by informing persons of authority in the municipality that she intended to report that illegal conduct.

6. Defendant Corporation ABC is a corporate entity that may have liability for the facts set forth in this Complaint.

7. Defendant Insurance Company DEF is one or more insurance companies that may have issued and have in effect policies of insurance for the risks that result from the acts stated in this Complaint, the identity of which are unknown at present.

8. Defendants John Roe, Jane Doe, and their respective conjugal partnerships, are persons responsible for the acts and damages alleged in the instant case whose identities are unknown at this moment.

III. FACTS

9. Ms. Molina, an attorney, began her career in government service, but then turned to administration of condominiums and other work where she could combine her legal and administrative skills.

10. Ms. Molina returned to public service in 2014, delighted to be able to work for the benefit of the citizens of San Juan for an administration that

portrayed itself as efficient and transparent, working to provide improved services to the people of San Juan.

12. Ms. Molina reported directly to Magdiel Perez Gonzalez, the Municipal Secretary and supervised a staff of 30 people as Director of Purchasing.

13. Ms. Molina was in charge of purchasing for the Municipality of San Juan, including for major events for the municipality, ranging from school openings to the “Serie Caribe” baseball games to the “Fiestas de la Calle San Sebastian.”

14. When public bidding is not required for construction projects, defendant sent the requisitions to all the suppliers on the approved list to obtain the materials for municipal workers to use.

15. Three suppliers must submit proposals to purchase materials and the municipality’s Brigada de Impacto installs the same.

16. In seeking out three proposals, the purchasing agent must take into consideration the price offered, the quality, meeting specifications, and whether the materials can be delivered within the deadline defendant set.

17. No supplier can begin getting prices for a project until a formal requisition is issued in writing by the municipality.

18. The requisitions shall be drafted by the purchasing section of the Budget Department in accord with the needs of the municipality and the requisites of the funding source.

19. No supplier may draft the specifications for a purchase order.

20. During the 2015 Fiestas de la Calle San Sebastian, Ms. Molina began to notice more acutely a practice she had started to see previously: her supervisors requested purchase orders on an afternoon for quotations or even delivery the next day.

21. The practice occurred with events or repairs that had been scheduled well in advance of last minute purchase orders.

22. Given the artificial time pressure on these orders, the prices paid to preferred suppliers tripled from those of regular suppliers because only the preferred suppliers could quote prices for and deliver the goods requested in the short time needed or even before, and the preferred suppliers:

23. Preferred suppliers charged far more than other suppliers would because the artificial rush to get the estimates completed.

24. Among the preferred suppliers was Lionel Pereira O'Neill of BR Solutions, Corp.

25. Mr. Pereira incorporated BR Solutions on February 22, 2013, shortly after the Hon. Carmen Yulin Cruz became mayor of San Juan.

26. On occasions, the purchase orders were not even completed until after the supplier delivered the goods.

27. On those occasions, such as one on September 22, 2015 for security equipment for the mayor's bodyguards for \$1,929.75 that had already been delivered, Wanda Rosado would send an email and Magdiel Perez would send a formal request for a purchase order so that the financial department could issue a check.

28. Even though Ms. Molina had been demoted and transferred for reporting the fraud in March 2015, her colleagues informed her that the fraud continued after her transfer.

29. Proper and legal procedure would be that the purchasing department issue a purchase order, receive at least three price quotes, and designate the company with the best price, terms and merchandise to provide the materials.

30. By issuing the purchase order after the receipt of the materials, defendant eliminated the vetting process in order to favor a preferred supplier.

31. Mr. Periera informed Ms. Molina that his corporation received the list of materials and the specifications required a few days or even a week before the Munipio de San Juan issued the official list to the purchasing office to be sent to approved suppliers for price quotations.

32. Armed with the materials needed and the knowledge that it was going to be granted the sale, BR Solutions could and did get prices and even buy the materials weeks before the municipality issued a requisition for a purchase order to approved suppliers.

33. Competing suppliers were at an insurmountable disadvantage because they could not even price the materials in the impossible deadlines defendant imposed.

34. Candido [Henry] Arriaga, the director of the Brigada de Impacto, [the office that provided services of high impact] provided this information to BR Solutions, and, on information and belief, other entities.

35. Mr. Arriaga performed fundraising services for Mayor Cruz during her mayoral campaigns.

36. BR Solutions and, and, on information and belief, other entities charged for the labor that was to be performed by the Impact Brigade, even though municipal employees performed the work.

37. BR Solutions, and, on information and belief, other entities [the preferred suppliers] charged for more materials than were necessary for the jobs on which they were quoting.

38. On information and belief, the preferred suppliers used the excess materials on their own, non-municipal projects, even though those materials were paid for with taxpayer funds.

39. BR Solutions and other entities purported to be separate and distinct corporations, but Mr. Pereira admitted to Ms. Molina that they shared staff and materials, and acted interchangeably.

40. Sometimes BR Solutions would provide the materials that other entities had agreed to provide, and vice versa.

41. Pereira also informed Ms. Molina that on December 30, 2014, he received a phone call from San Juan municipal purchasing agent, who told him that Wanda Rosado, the Municipal Secretary's [Magdiel Perez] secretary and another employee were waiting for him in Toys R Us to buy baskets filled with gifts for the mayor to deliver to the first born son and daughter in 2015.

42. Ms. Rosado went through the aisles at the toy store, selecting toys.

43. Ms. Rosado even selected a toy for her daughter, who was with

her.

44. Mr. Pereira paid for the merchandise with his credit card, and he told plaintiff that he made sure that he was recorded by the security camera at Toys R Us so that he would not have problems with Magdiel Perez in the future.

45. Mr. Pereira told Ms. Molina that after they finished purchasing the items, Ms. Rosado called Magdiel Perez and told him in Mr. Pereira's presence that she, Ms. Rosado, had complied with Mr. Perez's instructions and purchased the items.

46. Even though plaintiff was the director of the purchasing department at the time, the first she learned of that purchase was from Mr. Pereira.

47. On January 22, 2015 at 5:02 pm, Henry Arriaga Correa sent an email to Magdiel Perez Gonzalez with copies to Magaly Bermudez Perez, plaintiff, Johanna J. Peña Diaz, and Yamily Hernandez Hernandez, with a requisition for the remodeling of the Hiram Bithorn bathrooms.

48. Magdiel Perez Gonzalez then sent an email to Yamil Hernandez Hernandez, with copies to Magaly Bermudez Perez, plaintiff, Johanna J. Peña Diaz, and Henry Arriaga Correa at 5:09 pm that same day, describing the requisition as urgent and requiring delivery on the following day.

49. The purchase order for the Hiram Bithorn bathroom remodeling contained 42 items, plus 3 items added by hand.

50. Ms. Molina assigned the requisition requests to the purchasing agents Yamil Hernandez and David Vargas.

51. The purchasing agents sent the requisition to all the approved

suppliers, but only LM Technical Services for Pereira [BR Solutions] responded to all the items before noon on January 23, 2015 because it was not possible to get prices in the four working hours allowed by the requisition.

52. LM Technical and BR Solutions also informed defendant that it could deliver the items by the same day before noon.

53. LM Technical and BR Solutions' quote for the items for remodeling of the bathrooms at Hiram Bithorn was extremely high - \$235,000.

54. Another approved supplier, Maderas Tres C, put in a quote for \$66,095.98 for the same 45 items, by the end of the day on January 23, 2015 for the same items for which LM Technical had quoted \$235,000.

55. The Municipio de San Juan rejected Madera Tres C's quote because Maderas Tres C took a day to submit its quote, rather than the purposely impossible four hour deadline.

56. Defendant finally adjudicated 40 of the items to another entity at the cost of \$201,552.25, which Magdiel Perez signed.

57. Ms. Molina managed to convince the municipality to adjudicate the remainder of the items [5 out of 45] to V & L Construction for a reasonable price.

58. Then on January 27, 2015, Magdiel Perez held a meeting with all the municipal purchasers.

59. At the January 27 meeting, Ms. Perez told the purchasing agents that they were to give a preferred supplier the remaining specifications for the work to be done on the remodeling of the bathrooms at Hiram Bithorn stadium, where the baseball games for the Serie Caribe were to be held for \$235,000.

60. It had been announced since August 2014 that the 2015 Serie del Caribe would be held in San Juan, so there was no need for defendant to wait until January 22, 2015 to begin requisitioning the supplies for the bathroom remodeling.

61. In the same vein, there would have been no need to amend the requisitions if they had been done in the normal course of municipal business and not to rig the process for the preferred supplier's benefit.

62. The Municipio de San Juan was capable of having reviewed its needs for the supplies to be provided to the Brigada de Impacto to perform the work in renovating the bathrooms at Hiram Bithorn stadium as soon as it was decided that the Serie Caribe games would be played there, *i.e.*, in August and September 2014, not in January 2015, just weeks before the games.

63. By sending out the requisitions for the purchase orders at the last minute, the Municipio de San Juan was able to guarantee that it could award the quote to its preferred supplier and then amend the list to add items so that LM was the only supplier allowed to quote on the amendments.

64. Perez told the purchasing agents that the preferred supplier had been pre-approved by Mayor Cruz to provide the items on the amended list, and she provided them with a communication containing the mayor's approval of the pre-selected supplier on January 28, 2015.

65. Mr. Pereira from BR Solutions told Ms. Molina in her office that he wrote the specifications for the supplies (toilets, sinks, plumbing supplies, etc.) to remodel the bathrooms at Hiram Bithorn before the Serie Caribe after Henry

Arriaga, the director of the Brigada de Impacto, gave him the information about what needed to be remodeled.

66. Mr. Pereira also told Ms. Molina that he priced and purchased all the materials for the bathroom remodeling before Ms. Molina received the specifications to put out the purchase order for quotes.

67. Mr. Pereira told Ms. Molina that having the information as to the exact specifications in advance and giving competing suppliers only a bare minimum of time to putting in their quotes was the key to being awarded the purchase.

68. Ms. Molina told a co-worker about all of the above described illegal conduct because Ms. Molina did not want to participate in the illegality and also wanted it to stop, and the co-worker reported the conduct to Andres Garcia, the Deputy Mayor, and suggested that Ms. Molina meet with him.

69. Ms. Molina did not meet with Andres Garcia because he referred her to Jose Orlando Lopez, Esq., Mayor Carmen Yulin Cruz's advisor, who is now defendant's deputy administrator.

70. Ms. Molina texted back and forth with Mr. Lopez, starting on January 27, 2015 to set up a meeting.

71. Mr. Lopez gave excuse after excuse to avoid the meeting.

72. Ms. Molina finally managed to meet with Mr. Lopez on March 11, 2015 in the mayor's private office at City Hall.

73. Ms. Molina explained the scheme that BR Solutions and other suppliers and municipal employees were using to defraud the taxpayers of San

Juan of hundreds of thousands of dollars to Attorney Lopez.

74. At a municipality's directors' meeting on March 12, 2017, one of the directors asked Ms. Molina about a requisition, and Ms. Molina said that it had been done without her knowledge, a practice she had tried to stop.

75. After the meeting, Mr. Perez asked Ms. Molina in front of his clerical staff about the purchase that she had not approved, and she repeated that she did not know about it.

76. Mr. Perez began to yell, saying, now you are not responsible for anything, it's always someone else's fault.

77. Ms. Molina answered that she did not remember the purchase, that she would have to verify it, and Mr. Perez kept yelling that everything was everyone else's fault, even his.

78. Ms. Molina left the office, saying that she was not going to put up with Mr. Perez's yelling.

79. Later that day Ms. Molina texted Mr. Lopez to inform him that she could provide him with the memoranda requiring the proposals in less than 24 hours [in fact, 4 working hours 8:00 -12:00 pm] and proposals with prices triple those of competing suppliers, all of which documented the information of how the awarding of purchase orders was rigged and fraud she was reporting.

80. Ms. Molina said that she wanted to give him the documentation as soon as possible, even more with the latest incident, referring to Mr. Perez's conduct.

81. Mr. Lopez never responded to that text, but after Ms. Molina's

meeting with Mr. Lopez, defendant began a campaign of harassment of Ms. Molina.

82. On March 15, 2015, the municipality's Director of Human Resources called Ms. Molina and told her that she had lost Mr. Perez's trust.

83. Ms. Molina responded that she was not a trust employee, but the director answered that it did not matter.

84. Defendant demoted Ms. Molina from being the Director of the Purchasing Department of the Secretary of the Municipality of San Juan with 30 subordinates to a new position out of the Purchasing Department, in the Human Resources Section of the Community and Social Development Department.

85. The director of Human Resources informed Ms. Molina that Andres Garia had ordered the demotion.

86. Ms. Molina asked the director what would happen if she declined the transfer.

87. The director answered that if Ms. Molina did not accept, it would be insubordination, and Andres Garcia would fire her.

88. At the time Mr. Garcia was the mayor's first deputy.

89. In her new position, Ms. Molina was ostensibly in charge of 4 people, but actually had no responsibilities because there was already a person in charge of Human Resources for the department, who remained there

90. Defendant also took away Ms. Molina's access to the parking space she had had previously in the municipal parking lot.

91. After Ms. Molina's complaint to Attorney Lopez, she went to her car

on March 26, 2015 to find it vandalized in the area next to the municipality parking lot.

92. Someone had spray painted Ms. Molina's SUV with the words "Muerte a la chota" or "Death to the [female] snitch" in English.

93. The orders for price quotes with less than 24 hour notice continued after Ms. Molina's complaint to defendant through Attorney Lopez.

94. There was no effort to stop the rigged awarding of purchase orders.

95. Defendant's employees shunned Ms. Molina.

96. On several occasions, when Ms. Molina entered an elevator, all the other employees would exit.

97. If the employees did not exit, they would talk about gentuza, scummy people, who complained too much.

98. Ms. Molina began to receive harassing, threatening phone calls about her complaint to Attorney Lopez.

99. Ms. Molina received death threats at her extension two or three times a week.

100. One night when she was working late, Ms. Molina's phone rang repeatedly, and when she answered the person hung up.

101. After several of these calls, Ms. Molina answered the phone saying, Di algo, say something in English.

102. A male voice answered, Canto de cabrona, cuando te vas a entender que tu estas mas muerta que viva? or, You piece of shit, when are you going to understand that you are more dead than alive? In English.

103. One particularly disturbing aspect of the threatening calls was that when Ms. Molina went to another municipal employee's office to meet, she would be told that there was a call for her. When she took the call, it was a voice threatening to kill her. In this way, municipal employees let Ms. Molina know that her every move was being watched by them.

104. Ms. Molina also found nails in her tires on other occasions.

105. After exhausting all efforts to stop the rigged awarding of purchase orders by making internal complaints within the municipality, and being the object of concerted campaign of harassment, Ms. Molina came to the conclusion that the only way that the corruption was going to stop was if she reported it externally.

106. Then and only then, in her capacity as a private citizen, Ms. Molina exercised her First Amendment right to report the illegal conduct to the Puerto Rico Comptroller.

107. On information and belief, the Puerto Rico Comptroller has begun an investigation into the rigged awarding of purchase orders as a result of Ms. Molina's complaint.

108. In January 2016 Sara Benitez designated Ms. Molina as Director of the Administrative Services in addition to her existing duties.

109. Ms. Molina did not understand the reason for this new transfer, which she did not request, until she realized that since 2016 was an election year and two of the employees in the municipality of San Juan's Administrative Services division were primary candidates, who were absent or ceased

performing duties or disappeared frequently, she would be short staffed, and it would be able to fulfill her professional obligations.

110. In addition to being absent, the employees arrived late, when they did arrive, they were disrespectful to Ms. Molina and what work they performed was done in a sloppy and haphazard fashion.

111. In addition, one of the employees was married to a New Progressive Party primary candidate. During the primary campaign, the employee was frequently absent from work, saying that either she, her husband, or her children were sick, when she was campaigning.

112. When the absences became so frequent that they affected the agency's functions, Ms. Molina suggested to her employee that she either take leave or vacation time for her absences. The employee refused.

113. After the primaries were over, the employee's husband came to Ms. Molina's office and told her that she should treat his wife's absences as sick days or whatever excuse she could use.

114. Ms. Molina responded that she had received the employee's husband as a matter of courtesy because his wife worked for her department, but that she was not going to discuss internal administrative matters in her department with someone who did not work there.

115. The employee's husband responded furiously, saying that he was a man, that he was male, and that Ms. Molina would listen to him.

116. Ms. Molina answered that the employee's husband did not have to yell at her.

1117. The employee's husband stood up and said, "You listen to me, and you do what I say," and approached Ms. Molina with his hand raised as if to assault her.

118. Lourdes Matos, who worked in the office, stood between the two and said, "You are not going to touch her. What is going on with you? Get out of here."

119. The employee's husband complained about the situation to Sara Benitez in Human Resources; Ms. Molina's reaction was that she wanted to file a criminal complaint for attempted assault and disturbing the peace; and Ms. Benitez's reaction was that Ms. Molina had better not dare to do so, that Ms. Benitez would not permit it.

120. Whenever the employee's husband saw Ms. Molina in the lobby or the elevator, he pointed at her and called her with the most vile insults to her employees, and no one intervened.

121. In Ms. Molina's new area of Administrative Services, she was in charge of 20 employees, plus 4 from the warehouse, the transportation pool, plus 30 from the event tent brigade, all without any assistance.

122. Magdiel Perez refused to sign Ms. Molina's attendance records, despite her requests, both verbal and written.

123. Because of Mr. Perez's refusal, Ms. Molina was the only municipal employee not to collect overtime for her work during the Fiestas de la Calle San Sebastian festival in 2015.

124. On May 22, 2017, Ms. Molina attended a meeting of the Directors

of the Social and Community Department.

125. Also present were all the program directors and Ada Burgos, the deputy director of the Municipality of San Juan, who was then the interim director the Department.

126. Interim Director Burgos said that she had been told that Ms. Molina favored certain suppliers.

127. Ms. Molina asked Ms. Burgos what she meant by that, and Ms. Burgos that she had nothing to clarify, that she had been told that and she had to say it, or else she would have exploded. All of the other directors remained silent, looking astonished.

128. On June 2, 2017, Ms. Molina went to Ms. Burgos's office to discuss various matters.

129. In the course of the discussion, Ms. Molina asked Ms. Burgos to tell her who said that Ms. Molina had favored suppliers, reminding Ms. Burgos that doing so was a crime.

130. Ms. Burgos said that Maria de Jesús had told her that Ms. Molina favored certain suppliers, and Ms. Molina responded that Ms. Burgos knew that that was false and that it was defamatory.

131. Ms. Molina gave Ms. Burgos a file that an auditor from the Comptroller's office had requested and mentioned although the employees in the office were skilled and dedicated, that there were old ways and idiosyncrasies in the purchasing area that needed to be corrected.

132. Ms. Burgos responded, "Don't start with the same stuff as that on

the 15th Floor [where Ms. Molina had worked when she witnessed and reported the rigged awarding of purchase orders].

133. Ms. Molina asked Ms. Burgos what she meant by that comment, and Ms. Burgos responded that she was referring to Ms. Molina's gossip about corruption.

134. Ms. Molina answered that she did not know what Ms. Burgos meant, and Ms. Burgos began yelling that you know what you said on the 15th Floor, and as for the files that the Comptroller still has, call your friends so that they can give them back.

135. Ms. Molina asked, "Who?", and Ms. Burgos responded, "Your friends in the Comptroller's office." Ms. Molina said goodbye, but Ms. Burgos had already turned her back on her.

136. On June 8, 2017, Ms. Burgos came to the tenth floor, where Ms. Molina worked, and told Ms. Molina's assistants that Ms. Molina was not to go to Human Resources, a department that Ms. Molina administered.

137. On that same date, Ms. Burgos met with all the employees who had received warnings about their misconduct from Ms. Molina. Ms. Burgos told Ms. Molina that she wanted to check on all of Ms. Molina's office without Ms. Molina being present. Ms. Molina asked Ms. Burgos to come to her office, but Ms. Burgos refused.

138. On June 27, 2017, Ms. Burgos met with Ms. Molina and Miriam Herman. Ms. Burgos told Ms. Molina that Ms. Herman would be directing the office of Human Resources from July 1 forward.

139. The next day, Ms. Herman and Ms. de Jesús arrived in Ms. Molina's office, and in front of all the employees present, Ms. Herman and Ms. de Jesús told Ms. Molina that she had to leave her office then and there.

140. Ms. Molina told Ms. Herman and Ms. de Jesús that that was not what she had agreed with Ms. Burgos, and that she could be out of there by the morning of June 30, 2017.

141. Ms. Herman responded that Ms. Molina had to leave then and there; that the employees were going to bring Ms. Herman's things; and that the few things that Ms. Molina had left in the office were a nuisance to Ms. Herman.

142. Ms. de Jesús said, "Now is now."

143. In ten minutes, Ms. Molina had to take her things and the documents from her desk.

144. Ms. Molina returned to her office in Administrative Services, humiliated.

145. The hostility in the office was so palpable that Ms. Molina had to ask someone to accompany her to the bathroom.

146. The next day, Ms. Molina felt the same hostility, and she received threatening phone calls.

147. On June 30, 2017, Ms. Molina resigned only because the cumulation of defendants' harassment starting when she complained to Jose Orlando Lopez of the rigged awarding of purchase awards to her demotion by Andres Garcia up to the threatening phone calls made it impossible to work at the Municipality of San Juan, which had a policy and practice under this

administration of engaging in rigged award of purchase orders and harassing anyone who dares to complaint of it.

FIRST CLAIM FOR RELIEF

**42 U.S.C. § 1983
FIRST AMENDMENT**

148. Plaintiff incorporates as if re-alleged the preceding paragraphs with the same force and effect as if herein set forth.

149. Defendants violated Plaintiff's First Amendment right to report wrongdoing in her capacity as a private citizen, not as a public employee.

150. As a result of the foregoing, Ms. Molina has the right to be paid compensatory damages, lost wages, and punitive damages for the violation of the First Amendment in an amount not less than two million dollars (\$2,000,000.00)

SECOND CLAIM FOR RELIEF

LAW 115 PUERTO RICO'S ANTI RETALIATION STATUTE

151. Plaintiff incorporates as if re-alleged the preceding paragraphs with the same force and effect as if herein set forth.

152. Defendants retaliated against Ms. Molina and constructively dismissed her for reporting the rigged awarding of purchase orders set forth in this Complaint first internally and then to the Puerto Rico Office of the Comptroller.

153. As a result of the before mentioned, Ms. Molina is entitled to be paid by defendants the following compensatory damages:

- a) Liquidated damages of double the back pay and front-pay

that is awarded, which exceeds the sum of \$500,000.00 plus interest;

- b) A sum in excess of \$1,000,000.00 for emotional distress and mental anguish, such amount to be doubled pursuant to the law;
- c) any other permitted damages under the law.

THIRD CLAIM FOR RELIEF

(ACT 80 - P.R.)

154. Plaintiff incorporates as if re-alleged the preceding paragraphs with the force and effect as if herein set forth.

155. The defendants by the acts previously mentioned in this Complaint, constructively unjustly terminated Ms. Molina's employment with the Municipio de San Juan. The termination was without just cause of an employee who was hired for an undetermined period of time. Therefore, Ms. Molina is entitled to statutory severance pay.

156. As a result of the before mentioned, Ms. Molina is entitled to be paid by defendants of severance pay in the sum of three month's pay plus three weeks for every year worked as provided for by 29 L.P.R.A. § 185a plus statutory penalties and interest.

FOURTH CLAIM FOR RELIEF

FAILURE TO PAY STATUTORY BENEFITS

157. Plaintiff incorporates as if re-alleged the preceding paragraphs with the force and effect as if herein set forth.

158. Defendant Municipio de San Juan has failed to liquidate Ms. Molina's vacation pay, her summer bonus, and the overtime that defendant paid to all municipal employees during the Fiestas de la Calle San Sebastian in 2015.

159. Plaintiff very respectfully asks the Court to calculate these amounts and pay them to Ms. Molina immediately, as there should be no argument as to their validity

FIFTH CLAIM OF RELIEF

ARTICLES 1802 and 1803 OF THE PUERTO RICO CIVIL CODE

(Mental and Moral Damages)

159. Plaintiff incorporates as if re-alleged the preceding paragraphs with the same force and effect as if herein set forth.

160. As a result of the before mentioned acts and omissions, the defendant has directly and intentionally inflicted emotional distress, humiliation, harassment, loss of enjoyment of life, and mental anguish, defamation, and harm to professional reputation on Ms. Molina, in an amount in excess of \$5,000,000.00. Ms. Molina has suffered immensely because of the illegal activities of defendants and is desperate, depressed, and anxious. She has spent endless nights and days of worry, uncertainty and despair, fearing for her life. Defendant's actions also caused harm to the physical health of Ms. Molina.

TRIAL BY JURY

161. Plaintiff demands a trial by jury.

WHEREFORE, in view of the foregoing, plaintiffs respectfully request that

judgment be entered against the defendants jointly and severally, as follows:

- a) not less than \$2,000,000 for defendant's violation of plaintiff's First Amendment rights;
- b) not less than \$1,000,000.00 for defendant's violation of Law 115;
- c) Approximately \$60,000.00 for Law 80;
- d) Payment of statutory benefits,
- e) \$5,000,000.00 for the mental anguish claim and the defamation that has undermined Ms. Molina's ability to obtain gainful employment and has devastated her emotional well-being;
- e) Reasonable attorneys' fees and costs pursuant to 42 U.S.C. §1988;
- f) reinstatement, and,
- g) Granting such other and further relief as may be just and proper.

RESPECTFULLY SUBMITTED.

In San Juan, Puerto Rico this 12th day of February 2018.

**LAW OFFICES OF
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