

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

JORGE HADDOCK ACEVEDO, MARIA A. HADDOCK Plaintiffs  v.  BOARD OF GOVERNORS OF THE UNIVERSITY OF PUERTO RICO; EMILIO COLON BELTRAN, MAYDA VELASCO BONILLA, WALTER ALOMAR JIMENEZ; MAYRA OLAVARRIA CRUZ, PRESIDENT OF THE UNIVERSITY OF PUERTO RICO; OMAR J. MARRERO DIAZ; INSURANCE COMPANIES X, Y AND Z Defendants	CASE NO.:  DECLARATORY JUDGMENT, CIVIL RIGHTS; STATE LAW CONTRACT AND TORT CLAIMS  PLAINTIFFS DEMAND TRIAL BY JURY
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**COMPLAINT**

**TO THE HONORABLE COURT:**

**COME NOW** Plaintiffs Jorge Haddock Acevedo, María A. Haddock and their conjugal partnership, through their undersigned counsel, and respectfully allege and pray:

**I. NATURE OF CASE**

This action is brought pursuant to 42 U.S.C. Section 1983; the Declaratory Judgment Act, 28 U.S.C. § 2201; and the First, Fifth, Ninth and Fourteenth Amendments to the United States Constitution. This action is also brought pursuant to the laws of Puerto Rico, within the supplementary jurisdiction of this Court. Plaintiffs are the former president of the University of Puerto Rico and his wife. Defendants are current and former members of the Board of Governors of the University of Puerto

Rico, the President of the University and the Executive Director of AFAAF of the Commonwealth of Puerto Rico.

## **II. JURISDICTION AND VENUE**

1. This Court has jurisdiction pursuant to 28 U.S.C. §1331, 1343(3) and 42 U.S.C. §1983. The Court has supplemental jurisdiction pursuant to 28 U.S.C. §1367 to entertain the state law claims.

2. This Court also has jurisdiction pursuant to 28 U.S.C. §1332 because the amount in controversy exceeds the value of \$75,000.00, exclusive of interests and costs, and is between citizens of different states. The Plaintiffs are residents of the State of North Carolina, and all defendants are residents of the Commonwealth of Puerto Rico.

3. Venue is proper in this district because the acts complained of occurred in the Commonwealth of Puerto Rico.

## **III. THE PARTIES**

4. Plaintiff Jorge Haddock Acevedo is of legal age and a resident of Waxhaw, North Carolina. His physical and postal address is 8117 Skycroft Commons Dr., Waxhaw, NC 28173-7459.

5. Plaintiff María A. Haddock is of legal age and resident of Waxhaw, North Carolina. Her physical and postal address is 8117 Skycroft Commons Dr., Waxhaw, NC 28173-7459. She is the wife of Plaintiff Jorge Haddock Acevedo since 1980.

6. Defendant Emilio Colón Beltran is of legal age, a resident of Puerto Rico and was the president, now is a member, of the Board of Governors of the University of Puerto Rico ("Board of Governors"). He is sued in his individual capacity and in his official capacity as president and member of the Board of Governors.

7. Defendant Mayda Velasco Bonilla is of legal age, a resident of Puerto Rico and was the vice-president, now president, of the Board of Governors of the UPR. She is sued in her individual capacity and in her official capacity as vice-president of the Board of Governors of the UPR.

8. Defendant Mayra Olavarría Cruz is of legal age and a resident of Puerto Rico. She is the interim president of the University of Puerto Rico. She is sued in her official capacity, in connection with the claims for declaratory judgment and specific performance.

9. Defendant Walter Alomar Jiménez is of legal age, resident of Puerto Rico, and a lawyer. He was president of the Board of Governors of the University of Puerto Rico from 2017 to the summer of 2020. He is sued in his personal capacity.

10. Defendant Omar J. Marrero Díaz is of legal age and a resident of Puerto Rico. At all times relevant to the allegations in this Complaint he was Executive Director of the Government of Puerto Rico Fiscal Agency and Financial Advisory Authority (AFAAF

by its Spanish acronym). Marrero is a member of the NPP and a close advisor of the Governor of Puerto Rico.

11. Defendant Insurance Companies X, Y and Z are insurance companies that have issued insurance policies that cover the damages claimed in this Complaint.

#### **IV. FACTS**

12. Plaintiff Jorge Haddock Acevedo ("Haddock") was President of the University of Puerto Rico between September of 2018 and July 2021. He has a Doctor of Philosophy degree in Industrial Engineering granted by Purdue University in 1981; a Master of Science degree from Rensselaer Polytechnic Institute (1979) and a Bachelor of Science, Civil Engineering from the University of Puerto Rico (1978). Between August 2014 and September 2017 Haddock was Dean and tenured professor, from September 2017 to September 2018 was tenured professor at the College of Management of the University of Massachusetts Boston. Between July of 2009 and June 2013 Haddock was Dean and tenured professor, from July 2013 to August 2014 was professor, at the School of Management of George Mason University in Fairfax, Virginia.

13. Between July 2005 and June 2009 Haddock was Dean and tenured professor at the Robins School of Business of the University of Richmond in Virginia. Between August 2003 and June 2005 Haddock was Associate Dean and tenured professor at the Lally

School of Management and Technology at Rensselaer Polytechnic Institute in Troy, New York, and between August 1986 and June 2005 Haddock was professor at the Lally School of Management and Technology at Rensselaer Polytechnic Institute.

14. While employed as Dean and Professor at the University of Massachusetts Boston Haddock had a compensation of \$281,000, as professor his compensation was \$195,000. In addition, his private practice produced additional income that combined ranged between \$300,000 and \$400,000 a year. His personal income had been between \$300,000 and \$400,000 for several years.

15. The University of Puerto Rico ("UPR") is an institution of higher education, organized as a public corporation. The operation of the UPR is governed by Puerto Rico Law No. 1 of January 20, 1966, as amended. P.R. Laws Ann., Tit. 18 secs. 601 et seq. ("Law of the University of Puerto Rico").

16. The University of Puerto Rico is governed by a Board of Governors ("Junta de Gobierno de la Universidad de Puerto Rico"). The Board of Governors is composed of thirteen (13) members. Nine (9) of the thirteen (13) members of the Board of Governors are designated by the Governor of Puerto Rico with the advice and consent of the Senate of the Commonwealth of Puerto Rico.

17. The Board of Governors of the UPR establishes and approves the general operating guidelines proposed by its administrative and legislative bodies and supervises the

operation of the University. The Board of Governors is entrusted with the protection of the University against partisan political interests or any other interest which undermines its autonomy.

18. The Board of Governors is in charge of designating the President of the University.

19. The debts and obligations of the UPR are not debts or obligations of the Commonwealth of Puerto Rico and the Commonwealth of Puerto Rico is not liable for any such debts or obligations.

20. For purposes of Law No. 5 of October 14, 1975, known as "Law of Employees in Public Service of Puerto Rico ("Ley de Personal del Servicio Público de Puerto Rico"), as amended, the president of the University of Puerto Rico is a public employee.

21. Article 13 of the Law of the University of Puerto Rico, provides that the termination of university personnel, whose designation is of a permanent nature, shall not be made without the prior filing of charges and the granting of the opportunity to the employee to present defenses to those charges.

22. The president of the University of Puerto Rico is entitled to the due process provisions in Article 13(c) of the Law of the University of Puerto Rico.

23. During the first part of the year 2018, while living in Boston, Massachusetts and employed as Former Dean and tenured professor at the College of Management of the University of

Massachusetts Boston, Haddock was contacted on behalf of the Board of Governors of the UPR to inquire if he would be amenable to be considered for the position of president of the University of Puerto Rico.

24. Initially, Haddock was reluctant to relinquish the prestige, compensation and security of his positions as Dean and tenured professor at the University of Massachusetts Boston, and his private practice income. However, after communications with Board of Governors members, he decided to embrace the challenge to take the helm of the UPR, only because it was his Island and his alma mater, which was facing problems of such magnitude that its continued viability and existence was seriously threatened.

25. Among the serious problems that threatened the very existence of the UPR in 2018 were:

- All 11 campuses on MSCHE probation, threatening its reputation, additional loss of enrollment and loss of federal funding,
- Budgets cuts of approximately 50%,
- Declining enrollments, and
- Low morale among students, faculty and staff.

26. During the negotiations between the Board of Governors and Haddock, it was established as an essential condition that the minimum term of a contract for Haddock's appointment as president of the UPR would be five (5) years. This minimum term

was a requirement of Haddock, as he would be required to resign from his positions as tenured professor at the University of Massachusetts Boston, as well as to his private practice, all for which represented an annual income in excess of \$300,000.00.

27. On June 27, 2018, the Board of Governors sent Haddock a letter, signed by codefendant Walter Alomar, then the president of the Board of Governors of the UPR, confirming to Haddock that the contract for his appointment as president of the UPR would be for the initial term of five (5) years, and could be renewed (Exhibit A).

28. Upon the representations and assurances of the Board of Governors in writing, that the contract for his appointment as president of the UPR would be for a term of five (5) years, Haddock resigned his position as tenured professor at the University of Massachusetts Boston and terminated his consultancy practice, as required by the contract, and accepted the designation as president of the UPR and moved to Puerto Rico to occupy such position.

29. On August 14, 2018 Haddock and the Board of Governors executed a Personal Services Contract (the "Contract") in which Haddock was named President of the University of Puerto Rico for a period of five (5) years (Exhibit B). Pursuant to Clause Fourteenth of the Contract, the cancellation of the Contract could only take place under the following circumstances:



a) If Haddock incurred in negligence, or failed to comply or violated any of the conditions of his employment contract or failed to comply with institutional norms as to his duties and obligations, after having been notified of any such violation or conduct and having had the opportunity to express himself as to any such alleged violations; or

b) If Haddock fails three (3) consecutive annual evaluations (in three years) of his performance, issued by the Board of Governors of the UPR, and a affording Haddock the right to a hearing as to the reasons for the termination of the Contract.

30. The compensation agreed between Haddock and the Board of Governors for his employment as president of the UPR was \$240,000.00 per year, during the five (5) year term of the Contract. In addition, Haddock would have the right to use the residence designated for use by the University president located in the Botanical Gardens of the UPR and have the services of a chauffeur and car paid by the University.

31. Haddock commenced his tenure as president of the UPR on September 4, 2018.

32. Pursuant to the Contract, Haddock's performance as president of the UPR was to be evaluated by the Board of Governors annually. The last evaluation of Haddock's performance as president corresponds to fiscal year 2019-2020. The results of said evaluation were sent to Haddock on September 9, 2020 and show a satisfactory result of 90%.

33. As of June 30, 2021, the Board of Governors had not communicated to Haddock any dissatisfaction with his performance as President of the UPR nor had sent him a report of evaluation for the past year (2020-2021).

34. On July 2, 2021, codefendants Emilio Colón and Mayda Velasco subscribed and sent a letter to plaintiff Haddock, indicating that the Board of Governors of the UPR had determined to terminate him as president of the UPR. As per the letter, the effective date of termination would be July 31, 2021 (the "July 2, 2021 Letter") (Exhibit C). The Letter did not contain any reason or explanation for Haddock's termination, nor was he invited to discuss the reason for his termination.

35. The July 2, 2021 Letter was signed by codefendant Emilio Colón, as president and by codefendant Mayda Velasco as vice-president of the Board of Governors of the University of Puerto Rico. In signing the Letter, codefendants Colón and Velasco were acting in their official capacities as president and vice-president of the Board of Governors of the UPR.

36. As of July 2, 2021 the Board of Governors had not been convened nor assembled to discuss the termination of Haddock as president of the UPR.

37. On July 2, 2021 the Board of Governors had not approved the termination of Haddock as president of the UPR, nor the cancellation of the Contract.

38. On July 2, 2021 codefendants Emilio Colón and Mayda Velasco had no authority to terminate Haddock's Contract.

39. Haddock has inquired from codefendants Emilio Colón and Mayda Velasco as to the reason for the termination of his Contract, but they have not advanced any reason.

40. Haddock has requested from the Board, and from the current president of the UPR, that the compensation agreed under his Contract with the University be paid during the remaining term of the Contract, as the same was not terminated for any valid reason. The Board and the President of the University have refused to honor such request.

41. At the time Haddock was hired as president of the UPR in 2018 and until the time of the filing of the instant Complaint, the executive branch of the government of Puerto Rico was and continues to be controlled by the New Progressive Party ("NPP").

42. Codefendant Walter Alomar is a member and active supporter of the NPP and a close advisor to the Governor of Puerto Rico. He was appointed to the Board of Governors of the UPR by then Governor of Puerto Rico Ricardo Roselló, with whom Alomar had a close friendship.

43. Alomar was elected president of the Board of Governors of the UPR during 2017 and continued in that position until the Summer of 2020, when he was substituted by codefendant Emilio Colón.

44. During Haddock's tenure as president of the UPR, codefendant Alomar requested on numerous occasions that Haddock arrange and facilitate the granting of contracts by the University to persons and entities affiliated with the NPP. Haddock ignored such requests.

45. Pursuant to Article 5(c) of the Law of the University of Puerto Rico the President of the University was to select the candidates for Chancellor of the several autonomous institutional units of the UPR and submit them to the Board of Governors for approval.

46. Shortly after Haddock commenced as president of the UPR, Alomar indicated to him that, henceforth, he had to take steps to terminate administrative and academic personnel at the University as may be requested by Alomar and other NPP leaders.

47. Among the instances where Alomar directed Haddock to terminate and hire administrative and academic personnel are the following:

A) Wilma Santiago

1) In the Fall of 2019, shortly after he assumed the presidency of the University, the interim Chancellor of the Mayagüez campus was Wilma Santiago, an NPP faithful and protégé of Alomar and others in the NPP.

2) Haddock engaged in the process to evaluate and select a Chancellor for the Mayagüez campus. Haddock decided

he would not select Wilma Santiago for the position of Chancellor and had instead another candidate.

3) When Alomar learned that Haddock would not recommend Wilma Santiago for the position of Chancellor, he became enraged and demanded that Haddock recommend Wilma Santiago for that position, that he (Haddock) had to accept the NPP party recommendations for designation of candidates for key positions at the University. Haddock did not yield to Alomar's request.

4) Shortly after Haddock informed Alomar that he would not designate Wilma Santiago, he received a call from Ricardo Llerandi Cruz, then Chief of Staff ("Secretario de Gobernación"), placing further pressure for the designation of Wilma Santiago as Chancellor of the Mayagüez campus. Haddock did not yield to Llerandi's request on behalf of the designation of Wilma Santiago.

B) Katherine Meléndez

1) In the Fall of 2019, shortly after Haddock becoming President, Katherine Meléndez was the Executive Director and Special Assistant to the President at the Office of the President of the University. Meléndez had been convicted for misuse of federal funds in connection with CRECE Federal Program. She was found

guilty of charging personal expenses to the grant account.

2) Haddock removed Katherine Meléndez from her position as Special Assistant of the President and she returned to her career position at the Arecibo Campus of the UPR.

3) Meléndez was an NPP party faithful and also a protégé of Alomar.

4) Upon learning of Haddock's removal of Meléndez from her position at the Office of the President, Alomar called Haddock on several occasions to pressure him to not remove Meléndez from her position at the Office of the President.

5) Haddock did not yield to Alomar's pressure to keep Meléndez at the Office of the President.

48. On or about April 2020, Alomar insisted that Haddock do not accept the resignation due to retirement of the then UPR Carolina Chancellor, Dr. Jorge Valentín Asencio, a long-time NPP supporter. The Chancellor retired on June 30, 2020.

49. Throughout his Governing Board presidency Alomar insisted that Haddock fire Heriberto Luna de los Santos, Associate Director of OSI ("Oficina de Sistemas de Información"), for remarks he made on social media against the NPP Government. Haddock did not follow Alomar's request.

50. On or about May 2019 Alomar forced the Director of Communications of the UPR to fire a communications staff, Istra Pacheco, for making remarks on social media against the NPP Government.

51. In the Fall of 2019, another instance of politically motivated pressure by Alomar to Haddock to grant contracts to NPP party faithful involved the conjugal partner of Magdalisse Ramos, Executive Secretary of The Board of Governors, and NPP party member. Ramos' partner had a contract with the University for placement of communication antennas in the Río Piedras campus. The chancellor of the Río Piedras campus had determined that said contract was illegal and decided to cancel it, as among other things, proper procedure had not been followed in the granting of said contract. The contract was cancelled. Alomar summoned Haddock and told him that the contract of Ramos' husband could not be cancelled, as Ramos and her husband were NPP party members, and besides, she was a member of the Board of Governors of the University. The contract remained cancelled.

52. During the years 2020 and 2021, the Board of Directors of COSSEC ("Corporación Pública para Supervisión y Seguro de Cooperativas de Puerto Rico") included a member designated by the UPR. The Director of COSSEC was designated by the Governor of Puerto Rico and requires the approval of the majority of the Board of Directors of COSSEC.

53. On or about the beginning of the year 2021 the Governor of Puerto Rico nominated Mabel Jiménez as the Director of COSSEC.

54. The representative of the UPR in the Board of Directors of COSSEC, Rubén Colón Morales, did not favor the Governor's appointment of Mabel Jiménez as the Director of COSSEC, a fact which was known to the Governor of Puerto Rico.

55. During the Spring of 2021 Haddock received numerous calls from codefendant Alomar requesting that Rubén Colón Morales, the UPR representative in the Board of Directors of COSSEC, be removed, as his vote against Mabel Jiménez would be an obstacle to her confirmation by the Board. Haddock refused to follow Alomar's directive.

56. Alomar expressed to Haddock great displeasure at his refusal to remove Colón Morales as the UPR representative to the Board of Directors of COSSEC. Alomar also expressed to Haddock that the instruction to remove Colón Morales from the Board of COSSEC came from "La Fortaleza" (the Puerto Rico Governor's Office).

57. Sometime between May and June 2021, after Haddock had indicated to Alomar that he would not remove Colón Morales as representative of the UPR in the Board of COSSEC, Haddock commenced receiving calls from Omar J. Marrero Díaz, a close aide for the Governor of Puerto Rico and Executive Director of AFAAF, demanding that Haddock remove Colón Morales as representative of



the UPR in the Board of COSSEC. Marrero indicated to Haddock during those calls that the instructions demanding the removal of Colón Morales came from La Fortaleza and that it was imperative that Haddock order his removal as representative of the UPR in the Board of COSSEC. The last such call from Marrero took place late in June 2021. Haddock did not acquiesce to Omar Marrero's request.

58. During the Spring of 2021 codefendant Alomar contacted close assistants of Haddock advising them to distance themselves from Haddock, as there were orders from La Fortaleza (the Governor's Office) to have Haddock removed as president of the UPR.

59. On or about May of 2021 Alomar introduced his friend Ubaldo Córdova to Caridad Pierluisi, the Governor's sister and a close aide, and recommended Mr. Córdova be selected as president of the University when Haddock was removed.

60. Sometime in June 2021, codefendant Emilio Colón received instructions from Omar Marrero to fire Haddock as president of the UPR.

**FIRST CAUSE OF ACTION  
For Declaratory Judgment, 28 U.S.C. §2201**

61. Plaintiff realleges and incorporates herein, as if fully set forth, all prior paragraphs in this Complaint.

62. As of the date of this Complaint, neither the University or the Board of Governors have imputed on Haddock any of the events or conduct contemplated as a cause for termination of the Contract, as set forth in paragraph Fourteenth thereof.

63. The Contract between Haddock and the University was terminated by codefendants Colón and Velasco, acting in their official capacity as president and vice-president of the Board of Governors of the University.

64. Haddock requests that Declaratory Judgment be entered pursuant to 28 U.S.C. §2201 declaring the following:

a) that Haddock has a valid contract with the University for a term of five (5) years, for which he has a right to receive \$240,000.00 per year from the University until its expiration on September 3, 2023;

b) the Contract can only be terminated before its expiration term for cause, for the reasons set forth in clause fourteenth of the Contract;

c) Haddock had a right to a hearing before the Contract could be terminated prior to its five (5) year expiration term;

d) the Contract was terminated by codefendants Emilio Colón and Mayda Velasco without advancing any reason to Haddock for such termination, as required by the Contract;

e) the Contract was terminated by codefendants Colón and Velasco without affording Haddock a hearing, as required by the Contract;

f) Pursuant to the Contract, Haddock has the right to use the residence of the president of the University in the Botanical Garden of the University until expiration of the Contract on September 3, 2023, or in the alternative, the use value of that residence.

**SECOND CAUSE OF ACTION**  
**Violation of Civil Rights by Codefendants Emilio**  
**Colón and Mayda Velasco - 42 U.S.C. §1983;**  
**violation of Fifth and Fourteenth Amendments**  
**to the U.S. Constitution**

65. Plaintiff realleges and incorporates herein, as if fully set forth, all prior paragraphs of this Complaint.

66. Colón and Velasco terminated Haddock as president because:

a) Haddock did not yield to the requests of Alomar and Marrero to remove Rubén Colón Morales as the UPR representative in the Board of Directors of COSSEC;

b) Haddock refused to remove different persons from administrative and academic positions in the UPR and name persons recommended by Alomar and other NPP leaders to those positions;

c) Haddock refused to grant contracts to NPP faithful as requested by Alomar and other NPP party members.

67. Pursuant to Clause "Third" of the Contract, the performance of Haddock as president was to be evaluated every year before the 31<sup>st</sup> of July by the Board of Governors, a report of such evaluation was to be prepared and provided to Haddock, who would then have a term of 15 days to respond to the preliminary report of evaluation prepared by the Board.

68. Pursuant to Article 3 of the Law of the University, the performance of the president of the University was also to be evaluated periodically, a written report of such evaluation had to be prepared, and provided to and discussed with the president.

69. Haddock had a legitimate expectation that his performance as president would be subject to an evaluation process, which would be presented to the Board of Governors, where there was a tradition of "transparency" and any deficiencies in his performance could be discussed.

70. In their letter to Haddock of July 2, 2021, Colón and Velasco indicated that the Board of Governors had decided to forego the services of Haddock as president of the University.

71. When the Letter was written on July 2, 2021, the Board of Governors had not been duly convened to discuss the termination of Haddock as president, the Board had not voted to terminate

Haddock as president of the University, the Board had not prepared a report with the evaluation of Haddock's performance, and the Board had not discussed such evaluation with Haddock, as required by Section Fourteenth of the Contract.

72. Haddock had a legitimate expectation that decisions concerning his tenure as president would be based on merit, that his Contract would not be terminated unless such action was based on deficiencies in his performance, reflected in a written report provided to him, and that he would have an opportunity to discuss and address any such alleged deficiencies, as provided on the Contract and in Article 3(h)(7) of the Law of the University.

73. In terminating the Contract before its five (5) year term without giving Haddock any reason for such termination, and without affording him a hearing in connection with the reasons for such termination, Colón and Velasco knowingly and intentionally violated Haddock's liberty, property and due process rights guaranteed by the Fifth and Fourteenth Amendments to the United States Constitution.

74. 42 U.S.C. §1983 authorizes legal and equitable remedies for violation of civil rights, including compensation for emotional and mental distress.

75. Pursuant to 42 U.S.C. §1983, Haddock claims damages from Colón and Velasco as follows:

- a) \$480,000.00 for loss of income during the two (2) years remaining in the Contract after it was cancelled;
- b) \$60,000.00 for the use value of the residence to which Haddock was entitled during the term of the Contract;
- c) compensation for loss of future income as a result of the stigma suffered from being fired as president of the University: \$2.4 million;
- d) for the emotional pain and suffering for being fired as president of the University without cause and without the opportunity for a hearing, in violation of his constitutional rights, \$1.5 million.
- e) pursuant to 42 U.S.C. §1988, Haddock is entitled to a reasonable award of attorney's fees, which are claimed in the amount of \$350,000.00.

**THIRD CAUSE OF ACTION**  
**Article 1536 of the Civil Code of Puerto Rico**  
**against Emilio Colón and Mayda Velasco in**  
**their personal capacities**

76. Plaintiff realleges and incorporates herein, as if fully set forth, all prior paragraphs of this Complaint.

77. Article 1536 of the Civil Code of Puerto Rico (2020) provides that any person who, through fault or negligence causes damage to another is obligated to provide compensation for such damage.

78. By terminating Haddock's Contract without stating a reason therefore, and without affording Haddock his due process rights under the Contract, under the Law of the University and under the Fifth and Fourteenth Amendments of the United States Constitution, codefendants Emilio Colón and Mayda Velasco incurred in culpable conduct which caused harm to Haddock and to his wife, co-plaintiff María A. Haddock.

79. As a result of Colón's and Velasco's culpable conduct, plaintiffs have suffered damages, which are claimed jointly from Colón and Velasco, as follows:

- a) the conjugal partnership composed of Haddock and María A. Haddock claim \$480,000.00 for income to be derived under the Contract until its expiration on September 3, 2023;
- b) the conjugal partnership composed of Haddock and María A. Haddock claim \$60,000.00 for the value of the loss of use of the president residence in the Botanical Garden of the UPR until expiration of the Contract on September 3, 2023;
- c) for the loss of income from the stigma resulting from being fired as president of the UPR before the expiration of the Contract \$2.4 million;
- d) Haddock claims \$1.5 million for mental pain and suffering;

e) María A. Haddock claims \$500,00.00 for mental pain and suffering;

f) pursuant to Article 1538 of the Civil Code of Puerto Rico, plaintiffs request that the compensation awarded be doubled, as codefendants Colón and Velasco acted knowingly, intentionally and with gross disregard to Haddock's constitutional and contractual rights.

**FOURTH CAUSE OF ACTION  
Violation of Civil Rights-Political  
Patronage/Discrimination  
First; Fourteenth Amendment - §1983  
against Colón, Velasco and Marrero**

80. Plaintiff realleges and incorporates herein, as if fully set forth, all prior paragraphs of this Complaint.

81. Plaintiff Haddock was fired as president of the UPR by codefendants Emilio Colón and Mayda Velasco because he failed to demonstrate political loyalty to the NPP, by not terminating and hiring University personnel on the basis of political loyalty to the NPP.

82. In requesting Colón and Velasco that Haddock be fired as president of the UPR for not following instructions to fire University personnel on the basis of political loyalty, codefendant Marrero violated political expression and association rights of Haddock as guaranteed by the First and Fourteenth



Amendments to the United States Constitution and Article 3(f) of the Law of the University of Puerto Rico.

83. In firing Haddock as president of the University because he failed to demonstrate political loyalty to the NPP, Colón and Velasco violated Haddock's political expression and association rights protected by the First and Fourteenth Amendments to the United States Constitution, and Article 3(f) of the Law of the University of Puerto Rico.

84. Pursuant to 42 U.S.C. §1983 Haddock claims damages from Marrero, Colón and Velasco as follows:

- a) \$480,000.00 for loss of income during the two (2) years remaining in the Contract after it was cancelled;
- b) \$60,000.00 for the use value of the residence to which Haddock was entitled during the term of the Contract;
- c) compensation for loss of future income as a result of the stigma suffered from being fired as president of the University: \$2.4 million;
- d) for the emotional pain and suffering for being fired as president of the University without cause and without the opportunity for a hearing, in violation of his constitutional rights, \$1.5 million.

e) pursuant to 42 U.S.C. §1988, Haddock is entitled to a reasonable award of attorney's fees, which are claimed in the amount of \$350,000.00.

**FIFTH CAUSE OF ACTION**  
**P.R. Civil Code, Article 1536 - against Marrero and Alomar**

85. Plaintiff realleges and incorporates herein, as if fully set forth, all prior paragraphs of this Complaint.

86. By requesting that Colón and Velasco terminate Haddock's Contract with the University codefendants Marrero and Alomar improperly and tortiously interfered and caused the illegal termination of Haddock's contract with the University before expiration of its term.

87. As a result of the pressure put by Marrero and Alomar for the illegal termination of Haddock's Contract and his firing as president of the UPR, they caused the imposition to a stigma on Haddock which has prevented him from obtaining employment of equal stature as he had before accepting his designation as president of the UPR.

88. As a result of the pressure to put by Alomar and Marrero on Haddock for firing and hiring university personnel on the basis of political affiliation, Alomar and Marrero violated Haddock's political expression and association rights protected by the

First and Fourteenth Amendments to the United States Constitution.

89. As a result of Alomar's and Marrero's illegal interference with the Contract and the violation of his First and Fourteenth Amendment rights, Haddock and co-plaintiff María A. Haddock have suffered economic and emotional pain and suffering damages, which are claimed as follows:

- a) \$480,000.00 for loss of income during the two (2) years remaining in the Contract after it was cancelled;
- b) \$60,000.00 for the use value of the residence to which Haddock was entitled during the term of the Contract;
- c) compensation damages for loss of future income as a result of the stigma suffered from being fired as president of the University: \$2.4 million;
- d) for the emotional pain and suffering for being fired as president of the University without cause and without the opportunity for a hearing, in violation of his constitutional rights, \$1.5 million.
- e) pursuant to Article 1536 of the Civil Code of Puerto Rico, plaintiffs request that the compensation awarded be doubled as codefendants Alomar and Marrero acted with gross disregard to Haddock's constitutional and contractual rights.

**SIXTH CAUSE OF ACTION**  
**For specific performance under the Civil**  
**Code of Puerto Rico - Mayra Olavarría**

90. Plaintiff realleges and incorporates herein, as if fully set forth, all prior paragraphs of this Complaint.

91. Article 1233 of the Civil Code of Puerto Rico provides that what is agreed in a contract has the force of law between the contracting parties.

92. Pursuant to the Civil Code of Puerto Rico, plaintiff requests judgment directing codefendant Mayra Olavarría, as interim president of the UPR, to comply with the terms of the Contract with Haddock and pay Haddock:

a) \$480,000.00 corresponding to the annual compensation agreed under the Contract until its expiration on September 3, 2023;

b) the use value of the residence contemplated in the Contract, which is currently estimated at \$2,500.00 per month or \$60,00.00 until expiration of the Contract on September 3, 2023.

**WHEREFORE**, plaintiffs respectfully request that judgment be entered granting the instant Complaint, together with an award of attorney's fees, costs and expenses, together with another remedy which the Court deems just and proper.

**RESPECTFULLY SUBMITTED**, in San Juan, Puerto Rico, this 28<sup>th</sup>  
day of September 2021.

s/Enrique Peral  
Enrique Peral USDC-PR 202802

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