In the

United States Court of Appeals

For the Seventh Circuit

No. 22-1722

ARIADNA RAMON BARO,

Plaintiff-Appellant,

v.

LAKE COUNTY FEDERATION OF TEACHERS LOCAL 504, IFT-AFT/AFL-CIO and WAUKEGAN COMMUNITY SCHOOL DISTRICT NO. 60,

Defendants-Appellees.

Appeal from the United States District Court for the Northern District of Illinois, Eastern Division.
No. 1:20-cv-02126 — **John F. Kness**, *Judge*.

ARGUED DECEMBER 6, 2022 — DECIDED JANUARY 6, 2023

Before ROVNER, HAMILTON, and ST. EVE, *Circuit Judges*.

ST. EVE, *Circuit Judge*. Ariadna Ramon Baro was an English-as-a-second-language teacher for Defendant Waukegan Community School District No. 60 ("the District") in August 2019 when she signed a union membership form—a contract

to join Defendant Lake County Federation of Teachers Local 504, IFT-AFT/AFL-CIO ("the Union"), the union that represents teachers in the District. This form authorized the District to deduct union dues from her paychecks for one year. Ramon Baro alleges she learned later that she was not required to join the Union and she tried to back out of the agreement. But the Union insisted that her contract was valid and the District continued deducting dues from her paychecks. In response, Ramon Baro filed this lawsuit, arguing that the dues deduction violated her First Amendment rights under *Janus v. American Federation of State, County, & Municipal Employees, Council 31*, 138 S. Ct. 2448 (2018). The district court dismissed the suit. Because Ramon Baro voluntarily consented to the withdrawal of union dues and the enforcement of a valid private contract does not implicate her First Amendment rights, we now affirm.

I. Background

A. Factual Allegations[1]

Ramon Baro worked as an English-as-a-second-language teacher in the District during the 2019–2020 school year. As part of orientation, she attended a presentation by the Union. A representative explained how much dues would be and gave each teacher a Union Membership Application. Although the Union's representative did not claim that membership was required—and no one from the district made any representations about union membership—Ramon Baro

[1] Because the district court dismissed this complaint at the pleading stage, the following allegations are taken from Ramon Baro's complaint and assumed true. *Proft v. Raoul*, 944 F.3d 686, 690 (7th Cir. 2019).

assumed it was mandatory and signed the application. It read, in relevant part:

> I hereby apply to be a member of the Lake County Federation of Teachers, AFT Local 504 and authorize the Lake County Federation of Teachers, AFT Local 504 to act as my exclusive representation with my employer[.]
>
> …
>
> I authorize you to deduct from my earnings on a regular pro rata basis, and time frame as set forth in my collective bargaining agreement, the following:
>
> 1. An amount equal to the current annual membership dues … . This voluntary authorization and assignment shall be irrevocable, regardless of whether I am or remain a member of the Union, for a period of one year from the date of authorization and shall automatically renew from year to year unless I revoke this authorization by completing a revocation form between August 1 and August 31.
>
> 2. … This authorization is signed freely and voluntarily and not out of any fear of reprisal; I will not be favored or disadvantaged because I exercise this right. This authorization shall continue in effect from year to year unless terminated by me by written notification … .

A few days after she signed the contract, Ramon Baro learned that union membership was, in fact, optional. She sent letters to the District and the Union, trying to revoke her membership.

Nevertheless, the District began deducting dues from Ramon Baro's paychecks in January 2020. The following month, Ramon Baro contacted her union representative and reiterated that she wanted to revoke her membership in the Union and stop paying dues. In response, the President of the Union informed her that she would have to wait until August to resign, per the membership agreement.

Ramon Baro then filed this lawsuit under 42 U.S.C. § 1983, alleging that the continued deduction of dues violated her First Amendment rights under *Janus*, 138 S. Ct. at 2486, and seeking a refund for the dues she had paid. The President of the Union sent her a letter just a few days later, confirming that she was no longer a member of the Union and that dues would stop being withheld from her paycheck. He enclosed a check for $829.30, which he said included "a full refund of all [Ramon Baro's] dues plus an additional five hundred dollars for [her] efforts in pursuing this matter." The District stopped withholding her dues the same day. But two days later, Ramon Baro returned the check and moved forward with this lawsuit.

B. Procedural History

At the district court, the District and the Union moved to dismiss the complaint under Rule 12(b)(6). The court granted the motion, explaining that Ramon Baro's "voluntary choice to join her school's local union—even if ill-informed—means that [she] is bound by the terms of the union membership agreement and thus cannot show that the deduction of dues from her paycheck violated the First Amendment." She timely filed this appeal.

II. Analysis

"We review a dismissal order under Federal Rule of Civil Procedure 12(b)(6) de novo." *Proft*, 944 F.3d at 690. We find, as the district court held, that neither the First Amendment nor ordinary contract principles entitle Ramon Baro to relief.

A. *Janus* Does Not Apply to Union Members

Ramon Baro insists that when the District withheld union dues from her paychecks, it violated her First Amendment rights under *Janus*. In *Janus*, the Supreme Court considered the constitutionality of statutory "agency-fee" schemes for public sector unions. Under these agency-fee arrangements, "[e]mployees who decline[d] to join the union [we]re not assessed full union dues but [were required] instead [to] pay what [wa]s generally called an 'agency fee,' which amount[ed] to a percentage of the union dues." *Janus*, 138 S. Ct. at 2460. This left government employees with no option but to subsidize a union in some way. Compelled union subsidization, the Court held, violated nonmembers' First Amendment rights. *Id*. at 2486.

Ramon Baro's claim that she has a right to rescind her union membership is based on a single paragraph in *Janus*:

> Neither an agency fee nor any other payment to the union may be deducted from a nonmember's wages, nor may any other attempt be made to collect such a payment, unless the employee affirmatively consents to pay. By agreeing to pay, nonmembers are waiving their First Amendment rights, and such a waiver cannot be presumed. Rather, to be effective, the waiver must be freely given and shown by 'clear and compelling' evidence.

Id. (cleaned up). She reads this passage as creating a right for any government employee who, like her, "agree[s] to pay" a union. Because "waiver cannot be presumed," Ramon Baro contends that once a nonmember signs a membership agreement and agrees to pay union dues, a secondary waiver analysis is triggered, requiring a court to look beyond the membership agreement for further "clear and compelling evidence" that the employee consented to pay the union.

We rejected this reading of *Janus* in *Bennett v. Council 31 of the American Federation of State, County & Municipal Employees, AFL-CIO*, 991 F.3d 724, 731 (7th Cir. 2021). The plaintiff in *Bennett* was a union employee who had signed her union membership contract before *Janus* was decided and believed the holding in *Janus* permitted her to void the contract. We ruled that *Janus*'s reasoning was limited to nonmembers who were being forced to subsidize union speech with which they had chosen not to associate. *Id.* (citing *Belgau v. Inslee*, 975 F.3d 940, 950 (9th Cir. 2020), *cert. denied*, 141 S. Ct. 2795 (2021) and *Fischer v. Governor of New Jersey*, 842 F. App'x 741, 752 (3d Cir. 2021), *cert. denied sub nom. Fischer v. Murphy*, 142 S. Ct. 426 (2021)). By contrast, "*Janus* said nothing about union members who, like Bennett, freely chose to join a union and voluntarily authorized the deduction of union dues, and who thus consented to subsidizing a union." *Id.* at 732. All circuits to consider the issue have agreed that *Janus* creates no new waiver requirement before a valid union contract can be enforced. *See Oliver v. Serv. Emps. Int'l Union Loc. 668*, 830 F. App'x 76, 79 (3d Cir. 2020); *Hendrickson v. AFSCME Council 18*, 992 F.3d 950, 962 (10th Cir. 2021), *cert. denied*, 142 S. Ct. 423 (2021); *Belgau*, 975 F.3d at 951; *Fischer*, 842 F. App'x at 753. The voluntary signing of a union membership contract *is* clear and

compelling evidence that an employee has waived her right not to join a union.

Attempting to distinguish her case from *Bennett*, Ramon Baro points to the timing of her union membership. It is true that Bennett joined her union before *Janus* was decided while Ramon Baro joined the Union after *Janus* was decided. But the timing makes no difference. What matters is the nature of each person's decision to sign a private contract. Like Bennett, Ramon Baro voluntarily signed a valid contract, became a union member, and accepted the terms and conditions of union membership. Accordingly, our holding in *Bennett* controls and *Janus*—a case about the First Amendment rights of employees who choose not to join unions—does not apply to Ramon Baro. Her § 1983 claim fails on these grounds alone.

B. Ordinary Contract Principles

Ramon Baro nevertheless argues that *Bennett* should not control because she did not know that joining the Union was optional, and so her decision to do so, unlike Bennett's, was not voluntary. But Ramon Baro's union membership is established by contract, and the First Amendment does not immunize agreements from ordinary contract law principles. *See Cohen v. Cowles Media Co.*, 501 U.S. 663, 669 (1991) ("[G]enerally applicable laws do not offend the First Amendment simply because their enforcement … has incidental effects" on free speech); *Bennett*, 991 F.3d at 731 (citing *Belgau*, 975 F.3d at 950). Indeed, every circuit court to consider the issue has held the same. *See Belgau*, 975 F.3d at 951; *Fischer*, 842 F. App'x at 753; *Hendrickson*, 992 F.3d at 962; *see also Hoekman v. Educ. Minn.*, 41 F.4th 969, 978 (8th Cir. 2022).

Applying ordinary Illinois contract principles, we see that Ramon Baro's voluntariness argument is untenable:

> Illinois follows the objective theory of intent, whereby the court looks first to the written agreement and not to the parties' subjective understandings. … The status of a document as a contract depends on what the parties express to each other and to the world, not on what they keep to themselves.

Hampton v. Ford Motor Co., 561 F.3d 709, 714 (7th Cir. 2009) (cleaned up)*; see also Lewitton v. ITA Software, Inc.*, 585 F.3d 377, 380 (7th Cir. 2009) ("Only if the 'contract's language is susceptible to more than one interpretation' would we look to extrinsic evidence to determine the parties' intent.") (quoting *Camico Mut. Ins. Co. v. Citizens Bank*, 474 F.3d 989, 993 (7th Cir. 2007)). In this case, the objective intent of the parties was clear from the face of the membership agreement. By the plain language of the contract, the agreement was a "voluntary authorization and assignment," intended to "be irrevocable, regardless of whether [Ramon Baro is] or remain[s] a member of the Union, for a period of one year." Ramon Baro's signature on the contract further attested that it was "signed freely and voluntarily." Under Illinois contract law, such unambiguous language means that our analysis does not consider the subjective understanding of the parties. In other words, Ramon Baro's belief that the contract was mandatory is irrelevant. *See Hendrickson*, 992 F.3d at 962 (applying New Mexico contract law); *Fischer*, 842 F. App'x at 752–53 (applying New Jersey contract law).[2]

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[2] These same contract principles explain why Ramon Baro's suggestion that dismissing her claim would sanction coercion and fraud by unions is

In sum, the First Amendment protects our right to speak. It does not create an independent right to void obligations when we are unhappy with what we have said. For the foregoing reasons, the decision of the district court is

AFFIRMED.

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unfounded. Fraud and coercion are common defenses which can void contracts in the first place. *See, e.g.*, *Keystone Montessori Sch. v. Vill. of River Forest*, 187 N.E.3d 1167, 1178 (Ill. App. Ct. 2021), *reh'g denied*, (July 20, 2021), *appeal denied*, 183 N.E.3d 909 (Ill. 2021).