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9 UNITED STATES DISTRICT COURT
10 NORTHERN DISTRICT OF CALIFORNIA
11 SAN JOSE DIVISION

12 YULIANA CAMACHO, an individual, and
JOSHUA SOTO LOPEZ, an individual, on
13 behalf of themselves and all others similarly
situated,

14 Plaintiffs,

15 vs.

16 ALLIANT CREDIT UNION,

17 Defendant.
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Case No.: 5:22-cv-01690-BLF

**FINAL JUDGMENT AND ~~PROPOSED~~
ORDER OF DISMISSAL WITH
PREJUDICE**

Judge: Beth Labson Freeman
Hearing Date: August 15, 2024
Hearing Time: 9:00 a.m.
Courtroom: Videoconference

FINAL JUDGMENT AND ~~PROPOSED~~ ORDER OF DISMISSAL WITH PREJUDICE

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2 This matter came before the Court for hearing based on the Order of this Court dated April
3 15, 2023 [dkt. 61], on the application of Plaintiff for approval of the Settlement set forth in the
4 Settlement Agreement and Release dated October 18, 2023 (the “Agreement”) [dkt. 56-2]. On
5 April 15, 2024, this Court granted preliminary approval to the proposed class action settlement set
6 forth in the Agreement between Plaintiff Yuliana Camacho, (the “Class Representative”),
7 individually and as class representative on behalf of the Class, and Defendant Alliant Credit Union
8 (collectively, the “Parties”). This Court also preliminarily certified the Class for settlement
9 purposes, approved the procedure for giving Class Notice to the members of the Class, and set a
10 Final Approval Hearing to take place on August 15, 2024. On May 6, 2024, Plaintiff filed a First
11 Amended Complaint, identifying Joshua Soto Lopez as a named plaintiff and National Class
12 representative. Dkt. 64. The Court finds that due and adequate notice was given to the Settlement
13 Class as required in the Court’s preliminary approval order [dkt. 25].
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16 The Court has reviewed the papers filed in support of the Unopposed Motion for Final
17 Approval, including the Agreement and attached exhibits, memoranda and arguments submitted
18 on behalf of the Settlement Class, and supporting declarations.

19 On August 15, 2024, this Court held a Final Approval Hearing to consider: (1) whether the
20 terms and conditions of the Agreement are fair, reasonable, and adequate; (2) whether judgment
21 should be entered dismissing the Settlement Class Members’ Released Claims on the merits and
22 with prejudice; (3) whether and in what amount to award attorneys’ fees and costs to Class
23 Counsel; and (4) any awards to the Class Representatives for their representation of the Class.
24

25 Based on the papers filed with the Court and the presentations made to the Court by the
26 Parties at the Final Approval Hearing, the Court has determined that the Agreement is fair,
27 adequate, and reasonable, and in the best interest of the Settlement Class.
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IT IS HEREBY ORDERED, ADJUDGED AND DECREED THAT:

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2 1. **Definitions.** This Judgment incorporates by reference the definitions in the
3 Agreement, and all capitalized terms used, but not defined here, shall have the same meanings as
4 in the Agreement.

5 2. **Jurisdiction and Venue.** This Court has jurisdiction over the subject-matter of the
6 Action and over all parties to the Action, including all members of the Class, and venue in this
7 Court is proper.

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9 3. **No Merits Determination.** By entering this Order, the Court does not make any
10 determination as to the merits of this case.

11 4. **Settlement Class.** Under Rule 23 of the Federal Rules of Civil Procedure, this
12 Court finally certifies the Action as a class action, with the Class defined as to the collective group
13 of all persons making up the Class, defined as follows:

- 14
- 15 • “California Class Member(s)” shall mean the 28 individuals who, according to
16 Defendant’s records, applied for a Consumer Credit Product with Defendant
17 from March 16, 2020 through July 31, 2023; were legally residing in the State
18 of California at the time they applied; were denied such loan due to their
19 immigration or residency status at the time they applied; and whose valid and
20 unexpired immigration status at the time they applied was one of the following:
21 (1) DACA; (2) H4 (and applying without the corresponding H1-B, H-2B, or H3
22 visa holder to which it is dependent); or (3) asylum applicant.
 - 23 • “National Class Member(s)” shall mean the 67 individuals who, according to
24 Defendant’s records, applied for a Consumer Credit Product with Defendant
25 from March 16, 2020 through July 31, 2023; were residing or residing as a
26 matter of law in any state of the United States other than California at the time
27 they applied; were denied such loan due to their immigration or residency status
28 at the time they applied; and whose valid and unexpired immigration status at
the time they applied was one of the following: (1) DACA; (2) H4 (and applying
without the corresponding H1-B, H-2B, or H3 visa holder to which it is
dependent); or (3) asylum applicant.

25 The Court finds, for settlement purposes only, that class certification under Fed. R. Civ. P.
26 23(b)(3) is appropriate in that, in the settlement context: (a) the members of the Class are so

1 numerous that joinder of all Class Members in the class action is impracticable; (b) there are
2 questions of law and fact common to the Class which predominate over any individual question;
3 (c) the claims of the Class Representatives are typical of the claims of the Class; (d) the Class
4 Representatives will fairly and adequately represent and protect the interests of the Class Members
5 because their interests are co-extensive with those of the Class Members, and they have retained
6 experienced counsel to represent them and the Class Members; and (e) a class action is superior to
7 other available methods for the fair and efficient adjudication of the controversy.
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9 **5. Designation of Class Representatives and Class Counsel.** The Court confirms
10 the prior appointment of Plaintiff Yuliana Camacho as California Class Representative and
11 confirms the prior appointment of Joshua Soto Lopez as National Class Representative, and the
12 counsel of record representing the Class Representatives in this Action as Class Counsel.

13 **6. Settlement Approval.** Under Federal Rule of Civil Procedure 23, this Court
14 approves the Settlement set forth in the Agreement and finds that the Settlement is, in all respects,
15 fair, reasonable, and adequate to the Parties. The Court further finds that the Settlement set forth
16 in the Agreement is the result of good faith, arms-length negotiations between experienced counsel
17 representing the interests of the Parties. Accordingly, the Settlement embodied in the Agreement
18 is finally approved in all respects, there is no just reason for delay, and the Parties are directed to
19 perform its terms.
20

21 **7. Dismissal with Prejudice.** Final Judgment is entered with respect to the Released
22 Claims of all Settlement Class Members, and the Released Claims in the Action are dismissed in
23 their entirety with prejudice and without costs. All claims in the Action are dismissed, and the
24 case shall be closed under Paragraph 22 of this Order.
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26 **8. Releases.** The releases as set forth in Section 13 of the Agreement together with
27 the definitions in Section 1 relating to them are expressly incorporated here in all respects and
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1 made effective by operation of this Judgment. The Court approves the release provisions as
2 contained and incorporated in Section 13 of the Agreement, including but not limited to the
3 definitions of Section 1. The Defendant Releasors shall be deemed to have, and by operation of
4 the Judgment shall have, fully, finally and forever released, relinquished and discharged all
5 Released Claims (including Unknown Claims) against the Defendant Releasees.

6 **9. Permanent Injunction.** The Defendant Releasors, including the Class
7 Representatives and all Settlement Class Members, and anyone claiming through or on behalf of
8 any of them, are forever barred and enjoined from filing, commencing, prosecuting, intervening
9 in, or participating in (as class members or otherwise) any action in any jurisdiction for the
10 Released Claims. The Defendant Releasors further are forever barred and enjoined from
11 organizing Settlement Class Members, or soliciting the participation of Settlement Class Members,
12 in a separate class for purposes of pursuing any action (including by seeking to amend a pending
13 complaint or counterclaim to include class allegations, or seeking class certification in a pending
14 action in any jurisdiction based on or relating to any of the Released Claims).

15
16 **10. Approval of Class Notice.** The form and means of disseminating the Class Notice
17 as provided for in the Order Preliminarily Approving Settlement constituted the best notice
18 practicable under the circumstances, including individual notice to all Class Members who could
19 be identified through reasonable effort. The Notice provided the best notice practicable under the
20 circumstances of the proceedings and the matters set forth here, including the proposed
21 Settlement set forth in the Agreement, to all persons entitled to such notice. The Notice fully
22 satisfied the requirements of Federal Rule of Civil Procedure 23 and complied with all laws,
23 including, but not limited to, the Due Process Clause of the United States Constitution. The
24 Court also finds that all Class Members were given a full and fair opportunity to object, and all
25 Class Members have had a full and fair opportunity to exclude themselves from the Class.
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1 DATED: August 15, 2024



THE HONORABLE BETH LABSON FREEMAN
UNITED STATES DISTRICT COURT JUDGE

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