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13 **UNITED STATES DISTRICT COURT**
14 **NORTHERN DISTRICT OF CALIFORNIA**
15 **SAN JOSE DIVISION**

16 YULIANA CAMACHO, on behalf of
17 herself and all others similarly situated,

18 Plaintiff,

19 v.

20 ALLIANT CREDIT UNION,

21 Defendant.

Case No.: 5:22-CV-01690-BLF

Hon. Beth Labson Freeman

**~~PROPOSED~~ ORDER GRANTING
UNOPPOSED MOTION FOR
PRELIMINARY SETTLEMENT
APPROVAL**

~~[PROPOSED]~~ ORDER

1
2 WHEREAS, Plaintiff Yuliana Camacho and any others approved by the Court, on behalf
3 of themselves and the putative class, have filed an Unopposed Motion for Preliminary Settlement
4 Approval (“Preliminary Approval Motion”) under Federal Rule of Civil Procedure 23, for an order
5 approving the settlement of this action, in accordance with the Settlement Agreement and Release
6 (the “Agreement”), which, together with the attached exhibits, sets forth the terms and conditions
7 for a proposed settlement of the action and for dismissal of the action with prejudice upon the terms
8 and conditions set forth here;

9 WHEREAS, unless otherwise defined here, all capitalized terms have the same meanings
10 as set forth in the Agreement;

11 WHEREAS, on April 11, 2024, a hearing was held on the Preliminary Approval Motion;

12 WHEREAS, the Court, having considered the Preliminary Approval Motion, the
13 Agreement, other pleadings on file in this case, and the arguments of counsel, orders as follows:

14 1. **Preliminary Approval.** The Court preliminarily approves the Agreement and the
15 settlement set forth as fair, reasonable, and adequate, subject to further consideration at the Final
16 Approval Hearing. The Court finds on a preliminary basis that the settlement as set forth in the
17 Agreement falls within the range of reasonableness and was the product of informed, good-faith,
18 arms-length negotiations between the Parties and their counsel, and therefore meets the
19 requirements for preliminary approval.

20 2. **Settlement Classes.** The Court conditionally certifies, for settlement purposes only
21 (and for no other purpose and with no other effect upon the action), the following classes, as defined
22 in the Agreement (collectively, the “Settlement Classes”):

23 The California Class:

24 The 28 individuals who: (i) applied for a Consumer Credit Product with Alliant
25 from March 16, 2020 through July 31, 2023; (ii) were residing or residing as a
26 matter of law in the State of California at the time they applied; (iii) were denied
27 such loan due to their immigration or residency status at the time they applied; and
28 (iv) whose valid and unexpired immigration status at the time they applied was one
of the following: (a) DACA recipient; (b) H4 visa holder (without corresponding
H1-B, H-2B, or H3 visa holder to which it is dependent); or (c) asylum applicant.

The National Class:

1 The 67 individuals who: (i) applied for a Consumer Credit Product with Alliant
2 from March 16, 2020 through July 31, 2023; (ii) were legally residing or residing
3 as a matter of law in any state of the United States other than California at the time
4 they applied; (iii) were denied such loan due to their immigration or residency status
5 at the time they applied; and (iv) whose valid and unexpired immigration status at
6 the time they applied was one of the following: (a) DACA recipient; (b) H4 visa
7 holder (without corresponding H1-B, H-2B, or H3 visa holder to which it is
8 dependent); or (c) asylum applicant.

9 3. **Designation of Class Representatives.** The Court provisionally appoints Yuliana
10 Camacho for the California Class and any others approved by the Court as the class representatives
11 of the Settlement Class (“Class Representatives”). The Court provisionally finds that the Class
12 Representatives have claims typical of and are adequate representatives of the members of the
13 Settlement Class they propose to represent,

14 4. **Designation of Class Counsel.** The Court provisionally appoints Thomas A. Saenz,
15 and Luis L. Lozada of the Mexican American Legal Defense and Educational Fund as Class
16 Counsel. The Court provisionally finds that Class Counsel are capable of fairly and adequately
17 representing the Settlement Class.

18 5. **Certification for Settlement Purposes Only.** The Court provisionally finds, and
19 for settlement purposes only, that class certification under Fed. R. Civ. P. 23(a) and (b)(3) is
20 appropriate in that, in the settlement context: (a) the members of the Settlement Classes are so
21 numerous that joinder of all Class Members in the class action is impracticable; (b) there are
22 questions of law and fact common to each Class Member that predominate over any individual
23 question; (c) the claims of the Class Representatives are typical of the claims of each Class Member;
24 (d) the Class Representatives will fairly and adequately represent and protect the interests of the
25 Class Members because their interests are co-extensive with those of the Class Members, and they
26 have retained experienced counsel to represent them and the Class Members; and (e) a class action
27 is superior to other available methods for the fair and efficient adjudication of the controversy. This
28 certification of a Settlement Class shall not constitute, nor be construed as, an admission on the part
of Defendant Alliant Credit Union that any other proposed or certified class action is appropriate
for class treatment under the Federal Rules of Civil Procedure or any similar statute, rule, or
common law. The entry of this Order is without prejudice to the rights of Defendant to oppose class

1 certification in this action, should the settlement not be approved or not be implemented for any
2 reason, or to terminate the Agreement, as provided.

3 **6. Settlement Administrator.** The Court appoints RG2 Claims Administration LLC
4 to be the Settlement Administrator under the terms of the Agreement. The Settlement
5 Administrator shall execute those duties as set forth in the Agreement and this Order.

6 **7. Notice.** The Court approves the form and substance of the short form Notice and
7 Long Form Notice (together, the “Notice”). The Court finds that the form, content, and mailing of
8 the Notice set forth in the Agreement meet the requirements of Rule 23 of the Federal Rules of
9 Civil Procedure and due process, are the best notice practicable under the circumstances, shall
10 constitute due and sufficient notice to all persons entitled here, and complies with the requirements
11 of the Constitution of the United States, and all other applicable laws. The Notice shall be sent to
12 Class Members in the manner set forth in the Agreement.

13 **8. Notice and Other Settlement Administration Costs.** All costs incurred by the
14 Settlement Administrator in connection with providing notice to the Class Members and
15 administering the settlement shall be paid by Defendant in accordance with the terms set forth in
16 the Agreement.

17 **9. Objections and Opt-Outs.** The Court approves and adopts the procedures,
18 deadlines, and manner governing all requests to be excluded from the Settlement Classes, or for
19 objecting to the proposed settlement, as provided for in the Agreement.

20 **10.** For the purposes stated and defined in the Agreement, the Court sets the following
21 dates and deadlines:

22 Preliminary Approval Hearing	April 11, 2024
23 Effective Date of Preliminary Approval Order	April 18, 2024
24 Deadline for the Settlement Administrator to 25 mail notice and for Settlement Website to go 26 live	May 20, 2024
27 Bar Date to Opt Out or Object	June 19, 2024
28 Deadline to file Motion for Final Approval and 29 Motion for Award of Fees, Costs, and Service 30 Award	July 5, 2024
31 Final Approval Hearing	August 15, 2024

1	Final Approval Order	August 22, 2024
2	Deadline for Alliant to transfer the Settlement Fund, amount awarded to Class Counsel for attorneys' fees and costs, any service award authorized by the Court, and fees and costs payable to the Settlement Administrator	September 2, 2024
3		
4		
5	Effective Date (assuming no appeals)*	September 23, 2024
6	Settlement Administrator to pay amount awarded to Class Counsel for attorneys' fees and costs, any service award authorized by the Court, and Individual Settlement Payments	October 2, 2024
7		
8		
9	Deadline to cash Individual Settlement Payments (120 days after issuance)	January 31, 2025
10	Deadline to submit report to Court regarding settlement implementation and Unclaimed Funds	February 10, 2025
11		

12 11. **Termination of Settlement.** If the settlement is not approved or consummated for
13 any reason whatsoever, the Agreement and all proceedings in connection with it shall terminate
14 without prejudice to the status quo ante and rights of the parties as they existed prior to the date of
15 the execution of the Agreement, except as otherwise provided in the Agreement.


16 12. **Use of Order.** Neither this Order, the fact that a settlement was reached and filed,
17 the Agreement, nor any related negotiations, statements, or proceedings shall be construed as,
18 offered as, admitted as, received as, used as, or deemed to be an admission or concession of liability
19 or wrongdoing whatsoever or breach of any duty on the part of Defendant.

20 13. **Stay of Proceedings.** All proceedings in this action are stayed until further Order
21 of this Court, except as may be necessary to implement the settlement or comply with the terms of
22 the Agreement.

23 14. **No Merits Determination.** By entering this Order, the Court does not make any
24 determination as to the merits of this case.

25 **IT IS SO ORDERED.**

26 Date: April 15, 2024

27 
28 The Honorable Beth Labson Freeman
United States District Judge