

SETTLEMENT AGREEMENT AND RELEASE

Karla Ayala v. Valley First Credit Union

United States District Court, Eastern District of California (Fresno Division)

Case No. 1:22-CV-00657-JLT-HBK

PREAMBLE

This Settlement Agreement and Release (the "Agreement") is entered into by and among plaintiff Karla Ayala ("Named Plaintiff") and all those on whose behalf she is prosecuting this action (each of them a "Plaintiff" and all of them "Plaintiffs"), on the one hand, and defendant Valley First Credit Union ("Defendant"), on the other hand, as of the date executed below. All references in this Agreement to a "party" or the "parties" shall refer to a party or the parties to this Agreement.

RECITALS

A. On June 1, 2022, Named Plaintiff filed a putative class action complaint against Defendant in the United States District Court for the Eastern District of California entitled *Karla Ayala v. Valley First Credit Union*, Case No. 1:22-CV-00657-JLT-HBK, alleging claims for violation of the Civil Rights Act of 1866, 42 U.S.C. §§ 1981 *et seq.* and the California Unruh Civil Rights Act, California Civil Code §§ 51, *et seq.* (the "Complaint").

B. Named Plaintiff alleges in the Complaint that Defendant has a policy of denying membership to applicants who are not United States citizens or Lawful Permanent Residents (the "Challenged Practice").

C. Defendant has not filed a response to the Complaint, but denies all allegations contained therein and denies that it has violated the Civil Rights Act of 1866 or the California Unruh Act in any way. Defendant has entered into this Agreement to resolve any and all controversies and disputes arising out of or relating to the allegations made in the Complaint, including, without limitation, the Challenged Practice, and to avoid the burden, risk, uncertainty, expense, and disruption to its business operations associated with further litigation. Nothing contained in this Agreement shall be used or construed as an admission of liability by Defendant and this Agreement shall not be offered or received in evidence in any action or proceeding in any court or other forum as an admission or concession of liability or wrongdoing of any nature or for any other purpose other than to enforce the terms of this Agreement.

D. Named Plaintiff has entered into this Agreement to recover on the claims asserted in the Complaint, and to avoid the risk, delay, and uncertainty of continued litigation. Named Plaintiff does not in any way concede the claims alleged in the Complaint lack merit or are subject to any defenses, or subject to dismissal.

AGREEMENT

NOW, THEREFORE, in consideration of the foregoing recitals, which are incorporated into and are an integral part of this Agreement, and in consideration of the mutual promises below, the parties agree as follows:

1. **DEFINITIONS.** In addition to the definitions contained elsewhere in this Agreement, the following definitions shall apply:

(a) "Bar Date to Object" shall be the date set by the Court as the deadline for Class Members to file an Objection, and shall be thirty (30) days after the date the Notice (defined below) must be provided to the Class Members.

(b) "Bar Date to Opt Out" shall be the date set by the Court as the deadline for Class Members to opt out. The Bar Date shall be thirty (30) days after the date the Notice (defined below) must be provided to the Class Members.

(c) "Class Counsel" shall mean Thomas A. Saenz, Andres Holguin-Flores, and Luis L. Lozada of the Mexican American Legal Defense and Educational Fund.

(d) "Class Member(s)" shall mean the 48 individuals who, according to Defendant's records, were legally residing in California and applied for membership with Defendant from June 1, 2020 through June 1, 2022 using a "work-only" social security number and were denied membership based solely on their lack of U.S. citizenship.

(e) "Court" shall mean the United States District Court for the Eastern District of California, Fresno Division.

(f) "Defendant's Counsel" shall mean Stuart M. Richter, Eric T. Werlinger, and Christopher T. Vazquez of Katten Muchin Rosenman LLP.

(g) "Effective Date" shall be thirty (30) days after the entry of the Final Approval Order (defined below) provided no objections are made to this Agreement. If there are any objections to the Agreement, then the Effective Date shall be the later of: (i) thirty (30) days after entry of the Final Approval Order if no appeals are taken from the Final Approval Order; or (ii) if appeals are taken from the Final Approval Order, then thirty (30) days after an Appellate Court ruling affirming the Final Approval Order; or thirty (30) days after entry of a dismissal of the appeal.

(h) "Exclusion Letter" shall mean a letter by a Class Member who elects to opt out of this Agreement.

(i) "Final Approval Hearing Date" shall be the date set by the Court for the hearing on any and all motions for final approval of this Agreement.

(j) "Final Approval Order" shall mean the Order and Judgment approving this Agreement issued by the Court at or after the Final Approval Hearing Date.

(k) "Final Report" shall mean the report prepared by the Settlement Administrator of all receipts and disbursements from the Settlement Fund, as described in Section 6, below.

(l) "Individual Settlement Payment" shall mean the amount of two thousand five hundred dollars (\$2,500.00), to be paid by Defendant by check made payable to each Class Member in accordance with the terms of this Agreement.

(m) "Long Form Notice" shall mean the long form notice to Class Members attached hereto as Exhibit 1. The Long Form Notice will be posted to the Settlement Website in both Spanish and English.

(n) "Motion for Final Approval" shall mean the motion or motions filed by Class Counsel, as referenced in Section 9, below, which shall be filed forty-five (45) days after the date the Notice (defined below) must be provided to Class Members.

(o) "Motion for Award of Fees, Costs, and Service Award" shall mean the motion or motions filed by Class Counsel, as referenced in Section 9, below, which shall be filed fifteen (15) days after the date the Notice (defined below) must be provided to Class Members.

(p) "Notice" shall mean the short form Notice of the terms of this Agreement, which shall be sent by mail to Class Members at the best available current address, in the form attached as Exhibit 2. The Notice shall be in both Spanish and English.

(q) "Preliminary Approval/Notice Order" shall mean the Order issued by the Court preliminarily approving this Agreement and authorizing the providing of the Notice to Class Members, as provided in Section 4 and 5, below.

(r) "Settlement Administrator" shall mean the entity that will provide the Notice and other administrative handling of this Settlement Agreement. Defendant shall bear the cost associated with retaining the Settlement Administrator.

(s) "Settlement Fund" shall mean the \$120,000 that shall be paid to the Class Members in accordance with the terms of this Agreement and the Final Approval Order. Any attorneys' fees and costs, incentive awards, and Settlement Administrator costs shall not be paid from the Settlement Fund.

(t) "Unclaimed Settlement Funds" shall mean Individual Settlement Payment checks that remain uncashed 120 days after the date they are issued. Any Unclaimed Settlement Funds will be disbursed to cy pres recipient approved by the Court and will not revert back to Defendant.

2. **CORRECTIVE ACTION.** Defendant represents and agrees that it has ceased the Challenged Practice. Defendant represents and agrees that unless required by law, rules or regulations, it will not deny applicants membership based solely on their alienage or lack of U.S. citizenship. Defendant further represents and agrees that it will train its managers, supervisors, and staff on the policy set forth in this Agreement. Defendant further represents and agrees that it shall not engage in the Challenged Practice unless required by statute, law, or regulatory action to do so.

3. **CLASS ACTION SETTLEMENT.** Named Plaintiff shall propose and recommend to the Court that a class comprised of the Class Members shall be certified for purposes

of implementing the terms of the settlement provided for in this Agreement. Defendant agrees solely for purposes of the settlement provided for in this Agreement, and the implementation of such settlement, that this case shall proceed as a class action; provided, however, that if a Final Approval Order is not issued, then Defendant shall retain all rights to object to maintaining this case as a class action. Plaintiff and Class Counsel shall not reference this Agreement in support of any subsequent motion relating to certification of a liability class.

4. PRELIMINARY SETTLEMENT APPROVAL. Class Counsel shall use reasonable efforts to promptly file a motion seeking a Preliminary Approval/Notice Order. The Preliminary Approval/Notice Order shall provide for: preliminary approval of this Agreement, provisional certification of Settlement Class for settlement purposes, appointment of Class Counsel as counsel to the provisionally certified Settlement Class, and the requirement that the Notice be given to the Class Members as provided in Section 5, below (or as otherwise determined by the Court).

5. NOTICE TO THE CLASS.

(a) The Settlement Administrator, as retained by Defendant, shall send the Notice, as applicable, to all Class Members as specified herein and by the Court in the Preliminary Approval/Notice Order.

(b) The Notice shall be mailed to the Class Members by first class United States mail to the best available mailing addresses. Defendant shall provide the Settlement Administrator with last known mailing addresses for the Class Members. The Settlement Administrator will run the names and addresses through the National Change of Address Registry and update as appropriate. If a mailed Notice is returned with forwarding address information, the Settlement Administrator shall re-mail the Notice to the forwarding address. For all mailed Notices that are returned as undeliverable, the Settlement Administrator shall use standard skip tracing devices to obtain forwarding address information and, if the skip tracing yields a different forwarding address, the Settlement Administrator shall re-mail the Notice to the address identified in the skip trace, as soon as reasonably practicable after the receipt of the returned mail.

(c) The Long Form Notice shall be posted on the settlement website created by the Settlement Administrator.

(d) The Settlement Administrator shall maintain a database showing mail addresses to which each Notice was sent and any Notices that were not delivered by mail. A summary report of the Notice shall be provided to the Parties at least five (5) days prior to the deadline to file the Motion for Final Approval. The database maintained by the Settlement Administrator regarding the Notice shall be available to the parties and the Court upon request. It shall otherwise be confidential and shall not be disclosed to any third party. To the extent the database is provided to Class Counsel, it shall be used only for purposes of implementing the terms of this Agreement, and shall not be used for any other purposes.

(e) All costs associated with publishing, mailing and administering the Notice as provided for in this Section, and all costs of administration including, but not limited to, the Settlement Administrator's fees and costs shall be paid by Defendant.

6. **THE SETTLEMENT ADMINISTRATOR.** In addition to the obligations provided for in Section 5, above (Notice), the Settlement Administrator shall have the following duties and obligations under the terms of this Agreement:

(a) The Settlement Administrator shall execute a retainer agreement providing, among other things, that the Settlement Administrator shall be bound by and shall perform the obligations imposed on it under the terms of this Agreement. The retainer agreement shall include provisions requiring that all Class Member data shall be strictly confidential and secured by the Settlement Administrator by means of data security measures that meet the requirements of 12 CFR § 748, and appendices thereto, and shall not be disclosed other than as provided for under the terms of this Agreement or as ordered by the Court.

(b) The Settlement Administrator shall be subject to the jurisdiction of the Court with respect to the administration of this Agreement.

(c) The Settlement Administrator shall keep all information regarding Class Members confidential except as otherwise provided herein. All data created and/or obtained and maintained by the Settlement Administrator pursuant to this Agreement shall be destroyed twelve (12) months after the Final Report is submitted to the Court, provided that Class Counsel and Defendant's Counsel, or either of them, at their own cost, shall receive a complete copy of the Settlement Administrator's records, together with a declaration establishing completeness and authenticity, which they may maintain consistent with their own document retention policies. To the extent Class Counsel receives a copy of the class list, it shall not be used for any purposes other than the implementation of this Agreement.

(d) The Settlement Administrator also shall be responsible for timely and properly filing all tax returns necessary or advisable, if any, with respect to the Settlement Fund. Except as provided herein, Class Members shall be responsible for their own tax reporting of payments or credits received under the terms of this Agreement.

(e) The Settlement Administrator shall provide the data in its administration database to Defendant's Counsel and Class Counsel in response to any written request, including an email request. Such information shall be used only for purposes of the implementation of this Agreement.

(f) The Settlement Administrator shall provide Class Counsel with a declaration in support of the Motion for Final Approval that shall include, among other things, a summary of the Notice, any Notices that were returned as undelivered after skip tracing as required in Section 5 above, and any objections and opt outs received by the Settlement Administrator.

(g) The Settlement Administrator shall establish a settlement website, which shall include the Complaint, any Notices approved by the Court, any motions and pleadings relating to the Court's approval of this Agreement, and any other documents and information directed by the Court to be posted on the website. The URL shall be AyalaClassSettlement.com or a similar name. The settlement website shall not contain the name of Defendant.

(h) The Settlement Administrator shall provide Class Counsel and Defendant's counsel with weekly reports that shall include: The Notices mailed, responses to the Notices, the

number of visits to the settlement website, the number of calls from Class Members, Opt-Outs and exclusion requests, the number of checks issued and the date of issuance, the number of checks cashed and a running total of Unclaimed Settlement Funds.

(i) In addition to the Notice to Class Members as required under the terms of this Agreement and the Preliminary Approval/Notice Order, the Settlement Administrator shall provide notice of this Agreement as required under the Class Action Fairness Act, 28 U.S.C § 1715.

7. OPT-OUTS.

(a) A Class Member who wishes to exclude himself or herself from this Agreement, and from the release of claims and defenses provided for under the terms of this Agreement, shall submit an Exclusion Letter by mail to the Settlement Administrator. For an Exclusion Letter to be valid, it must be postmarked on or before the Bar Date to Opt Out. Any Exclusion Letter shall identify the Class Member, state that the Class Member wishes to exclude himself or herself from the Agreement, and shall be signed and dated.

(b) The Settlement Administrator shall maintain a list of persons who have excluded themselves and shall provide such list to Defendant's Counsel and Class Counsel at least five (5) days prior to the date Class Counsel is required to file the Motion for Final Approval. The Settlement Administrator shall retain the originals of all Exclusion Letters (including the envelopes with the postmarks). The Settlement Administrator shall make the original Exclusion Letters available to Class Counsel, Defendant's Counsel and/or the Court upon two (2) court days' written notice.

8. OBJECTIONS.

(a) Any Class Member, other than a Class Member who timely submits an Exclusion Letter, may object to this Agreement.

(b) To be valid and considered by the Court, the objection must be in writing and sent by first class mail, postage pre-paid, to the Settlement Administrator. The objection must be postmarked on or before the Bar Date to Object, and must include the following information:

(i) The objector's name, address, telephone number, and the contact information for any attorney retained by the objector in connection with the objection or otherwise in connection with this case;

(ii) A statement of the factual and legal basis for each objection and any exhibits the objector wishes the Court to consider in connection with the objection; and

(iii) A statement as to whether the objector intends to appear at the Final Approval Hearing, either in person or through counsel, and, if through counsel, identifying the counsel by name, address, and telephone number.

(c) Class Counsel shall file any objections and responsive pleadings at least seven (7) days prior to the Final Approval Hearing Date.

9. **MOTION FOR FINAL APPROVAL AND MOTION FOR FEES, COSTS, AND SERVICE AWARD.** Fifteen (15) days after the Bar Date to Opt Out and the Bar Date to Object, and provided the conditions in Section 15, below, are satisfied, Class Counsel shall file a Motion for Final Approval of this Agreement and a Motion for Fees, Costs and Service Award so that same can be heard on the Final Approval Hearing Date.

10. **ENTRY OF JUDGMENT.** The Final Approval Order shall constitute the Court's final judgment in this action. The Court shall retain jurisdiction to enforce the terms of the Final Approval Order.

11. **THE SETTLEMENT FUND AND DISTRIBUTION.**

(a) Within ten (10) days after entry of the Final Approval Order, Defendant shall transfer the Settlement Fund to the Settlement Administrator, plus: (1) the amount awarded by the Court to Class Counsel for attorneys' fees and costs of litigation; (2) any service award authorized by the Court; and (3) the fees and costs payable to the Settlement Administrator.

(b) All funds held by the Settlement Administrator shall be deemed and considered to be in *custodia legis* of the Court, and shall remain subject to the jurisdiction of the Court, until distributed pursuant to this Agreement.

(c) All funds held by the Settlement Administrator at any time shall be deemed to be a Qualified Settlement Fund as described in Treasury Regulation §1.468B-1, 26 C.F.R. §1.468B-1.

(d) Within ten (10) days after the Effective Date, Payments shall be made by the Settlement Administrator as follows (all payments are subject to the Settlement Administrator receiving a W9 or comparable form):

- (i) **Plaintiffs' Fees and Costs.** The Settlement Administrator shall pay Class Counsel's attorneys' fees and costs, as determined and approved by the Court pursuant to the Final Approval Order. Class Counsel shall be entitled to apply for an award of attorneys' fees under the lodestar method, plus costs incurred in this action. Defendant shall not oppose an application for attorneys' fees of up to \$50,000, but reserves the right to oppose an application for fees in excess of that amount.
- (ii) **Service Award.** The Settlement Administrator shall pay Named Plaintiff the amount of any service award ordered by the Court. Named Plaintiff shall be entitled to apply for a service award of up to five thousand dollars (\$5,000). Defendant shall not oppose an application for a service award of up to \$5,000, but reserves the right to oppose an application for a service award in excess of that amount.
- (iii) **Settlement Administrator's Fees.** The Settlement Administrator shall be retained and compensated by Defendant. The Settlement

Administrator shall not be entitled to any funds, or remaining funds, from the Settlement Fund. The estimated fees and costs of the Administrator are Ten Thousand (\$10,000) Dollars.

- (iv) Payments to Class Members. The Settlement Administrator shall mail a check in the amount of two thousand five hundred dollars (\$2,500.00) to each Class Member. All checks must be cashed within One Hundred Twenty (120) Days after they are issued by the Settlement Administrator. The aggregate amount of checks that are not cashed within the time provided in this Section 11(d)(iv) shall be paid in accordance with Section 12, below.

- (e) In no event shall any portion of the Settlement Fund revert to Defendant.

12. CY PRES PAYMENT. Thirty (30) days after the deadline for Class Members to cash Individual Settlement Payment Checks, any Unclaimed Settlement Funds shall be paid to a cy pres recipient proposed by Class Counsel and approved by the Court. The payment provided for in this Section 12 shall be subject to receipt by the Settlement Administrator of an executed form W9 if required by the Settlement Administrator.

13. GENERAL RELEASE. Except as to the rights and obligations provided for under the terms of this Agreement, Named Plaintiff, on behalf of herself and each Class Member who does not opt-out (collectively, "Defendant Releasors"), hereby releases and forever discharges Defendant, and all of its past, present and future predecessors, successors, parents, subsidiaries, divisions, employees, affiliates, assigns, officers, directors, shareholders, representatives, attorneys, insurers and agents (collectively, the "Defendant Releasees") from any and all losses, fees, charges, complaints, claims, debts, liabilities, demands, obligations, costs, expenses, actions, and causes of action of every nature, character, and description, whether known or unknown, asserted or unasserted, suspected or unsuspected, fixed or contingent, which Defendant Releasors now have, own or hold against any of the Defendant Releasees that arise out of and/or relate to the facts and claims alleged in the Complaint, including any claims relating to the Challenged Practice.

14. WAIVER OF UNKNOWN CLAIMS. Defendant Releasors acknowledge that there may be facts and claims about which Defendant Releasors are presently not aware. Defendant Releasors nevertheless agree to waive and release and do waive and release all such claims that are not known or suspected to exist at the time of executing this Settlement Agreement that if known might, or would have, materially affected Named Plaintiff's decision to enter into this Settlement Agreement, or might have materially affected a Class Member's decision to opt-out of the Settlement Class or to object to this Settlement Agreement. Named Plaintiff shall be deemed to have expressly waived and fully, finally, and forever settled and released any and all such unknown claims against Defendant Releasees, whether or not concealed or hidden, without regard to subsequent discovery or existence of different or additional facts, and benefits of any statute or principle of common law similar to California Civil Code Section 1542, which reads:

A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS THAT THE CREDITOR OR RELEASING PARTY DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE

RELEASE AND THAT, IF KNOWN BY HIM OR HER, WOULD HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR OR RELEASED PARTY.

15. CONDITIONS TO SETTLEMENT.

(a) This Agreement shall be subject to and is expressly conditioned on the occurrence of all of the following events:

- (i) The Court has entered the Final Approval Order as required by Sections 9 and 10 above, and all objections, if any, to such Order are overruled, and all appeals taken from such Order are resolved in favor of approval; and
- (ii) The Effective Date has occurred.

(b) If all of the conditions specified in Section 15(a) are not met, then this Agreement shall be cancelled and terminated.

(c) Defendant shall have the option to terminate this Agreement if five or more of the Class Members opt out. Defendant shall notify Class Counsel and the Court of its intent to terminate this Agreement pursuant to this Section 15 within ten (10) business days after the Bar Date to Opt Out, or the option to terminate shall be considered waived.

(d) In the event this Agreement is terminated, pursuant to Section 15(c) immediately above, or fails to become effective in accordance with Sections 15(a) and/or (b) immediately above, then the parties shall be restored to their respective positions in this case as they existed as of the date of the execution of this Agreement. In such event, the terms and provisions of this Agreement shall have no further force and effect with respect to the parties and shall not be used in this case or in any other action or proceeding for any other purpose, and any order entered by this Court in accordance with the terms of this Agreement shall be treated as vacated, *nunc pro tunc*.

16. REPRESENTATIONS.

(a) The parties to this Agreement represent that they have each read this Agreement and are fully aware of and understand all of its terms and the legal consequences thereof. The parties represent that they have consulted or have had the opportunity to consult with and have received or have had the opportunity to receive advice from legal counsel in connection with their review and execution of this Agreement.

(b) The parties have not relied on any representations, promises, or agreements other than those expressly set forth in this Agreement.

(c) The Named Plaintiff, on behalf of the Class Members, represents that she has made such inquiry into the terms and conditions of this Agreement as she deems appropriate, and that by executing this Agreement, she, based on Class Counsel's advice, and her understanding

of the case, believes the Agreement and all the terms and conditions set forth herein, are fair and reasonable to all Class Members.

(d) The Named Plaintiff represents that she has no knowledge of conflicts or other personal interests that would in any way impact her representation of the class in connection with the execution of this Agreement.

(e) Defendant represents and warrants that it has obtained all corporate authority necessary to execute this Agreement.

17. **FURTHER ASSURANCES.** Each of the parties hereto agrees to execute and deliver all such further documents consistent with this Agreement, and to take all such further actions consistent with this Agreement, as may be required in order to carry the provisions of this Agreement into effect, subject to Class Counsel's obligation to protect the interests of the Class Members.

18. **APPLICABLE LAW.** This Agreement shall be governed by and interpreted, construed, and enforced pursuant to the laws of the State of California.

19. **ENTIRE AGREEMENT.** This Agreement, including the exhibits attached hereto, constitutes the entire agreement made by and between the parties pertaining to the subject matter hereof, and fully supersedes any and all prior or contemporaneous understandings, representations, warranties, and agreements made by the parties hereto or their representatives pertaining to the subject matter hereof. No extrinsic evidence whatsoever may be introduced in any judicial proceeding involving the construction or interpretation of this Agreement.

20. **BINDING ON SUCCESSORS.** This Agreement and the releases provided for herein shall inure to the benefit of, and shall bind, each of the parties hereto and their successors.

21. **COUNTERPARTS AND FACSIMILE SIGNATURES.** This Agreement may be executed and delivered in separate counterparts, each of which, when so executed and delivered, shall be an original, but such counterparts together shall constitute but one and the same instrument and agreement. Facsimile and pdf signature pages shall have the same force and effect as original signatures.

22. **NOTIFICATION.** Any notice to be given to Class Counsel and/or Named Plaintiff shall be sent by email as follows:

Thomas A. Saenz
Andres Holguin-Flores
Luis L. Lozada
Mexican American Legal Defense and Educational Fund
634 South Spring Street, 11th Floor
Los Angeles, CA 90014
Telephone: (213) 629-2512
tsaenz@maldef.org
aholguin-flores@maldef.org
llozada@maldef.org

Any notice to be given to Defendant under the terms of this Agreement shall be sent by email as follows:

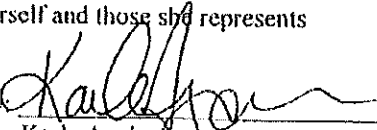
Stuart M. Richter
Eric T. Werlinger
Christopher T. Vazquez
Katten Muchin Rosenman LLP
2029 Century Park East, Suite 2600
Los Angeles, CA 90067
Telephone: (310) 788-4400
stuart.richter@katten.com
eric.werlinger@katten.com
christopher.vazquez@katten.com

Any notice to the Settlement Administrator shall be sent by email as follows:

IN WITNESS WHEREOF, the parties have entered this Agreement as of the dates set forth below.

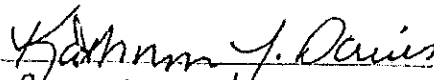
Dated: 2/13/23

Karla Ayala, an individual on behalf of herself and those she represents

By: 
Karla Ayala

Dated: 2-7-23


Valley First Credit Union

By: 
Its: President & CEO

APPROVED AS TO FORM:

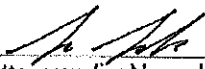
Dated: 2/8/2023

KATTEN MUCHIN ROSENMAN LLP
Stuart M. Richter
Eric T. Werfing
Christopher T. Vazquez

By: 
Attorneys for Defendant Valley First Credit Union

Dated: 2/13/23

MEXICAN AMERICAN LEGAL DEFENSE AND EDUCATION FUND
Thomas A. Saenz
Andres Holguin-Flores
Luis Lozada

By: 
Attorneys for Named Plaintiff Karla Ayala