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UNITED STATES DISTRICT COURT
DISTRICT OF ARIZONA

DEYRA PAMELA CARRANZA AGUILAR, an individual, on behalf of herself and all others similarly situated,

Plaintiff,

v.

ONEAZ CREDIT UNION,

Defendant.

Case No: 2:24-cv-02657-SHD

Hon. Sharad Desai

PLAINTIFF'S NOTICE OF MOTION AND UNOPPOSED MOTION FOR PRELIMINARY APPROVAL OF CLASS SETTLEMENT

Hearing Date: August 14, 2026
Hearing Time: 1:00 p.m.
Location: Phoenix

NOTICE OF MOTION AND UNOPPOSED MOTION

PLEASE TAKE NOTICE that on August 14, 2026, at 1:00 p.m., or as soon thereafter as the matter may be heard, in the above-named Court, located at 401 W. Washington St., Suite 130, SPC 1, Phoenix, AZ 85003-2118, the Honorable Sharad Desai presiding, Plaintiff Deyra Carranza Aguilar, individually and as class representative on behalf of the Class, will, and hereby, does move for the following relief with respect to the Settlement Agreement and Release with Defendant OneAZ Credit Union ("OneAZ"):

1. That the Court certify, for settlement purposes only, the settlement class under Federal Rule of Civil Procedure 23(a) and (b)(3);
2. That the Court appoint Plaintiff as Class Representative;
3. That the Court appoint Plaintiff's attorneys as Class Counsel;
4. That the Court grant preliminary approval of the Settlement;
5. That the Court approve mailing to the Class Members the proposed Class Notice;
6. That the Court appoint Phoenix Settlement Administrators ("PSA") as the Settlement Administrator; and
7. That the Court schedule a hearing for final approval of the Settlement.

This Motion is made on the grounds that the Settlement is the product of arms-length, good-faith negotiations; is fair, reasonable, and adequate to the Class; and should be preliminarily approved, as discussed in the attached memorandum.

This Motion is based on: this notice; the following memorandum in support of the Motion; the Declaration of Eduardo Casas and attached Settlement Agreement and Release; the Court's record of this action; all matters of which the Court may take notice; and oral and documentary evidence presented at the hearing on the Motion. OneAZ does not oppose this Motion.

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MEMORANDUM IN SUPPORT OF UNOPPOSED MOTION

I. INTRODUCTION

The class-action Settlement Agreement and Release ("Settlement" or "Settlement Agreement") now before the Court is the product of more than eighteen months of direct discussions and negotiations between the Parties regarding the legal issues raised in this case, the merits of Plaintiff's claims, the accurate identification of proposed settlement class members, and the alleged potential damages.[1]

The Settlement, which was the result of arms-length and good faith negotiations conducted through direct communications between counsel, provides a cash Settlement Fund of $63,500.16 for the 32 members of the proposed settlement Class ($1,984.38 per Class Member). Although 42 U.S.C. § 1981 does not provide for minimum statutory damages, the Settlement represents a substantial recovery for the proposed Class without needing to prove actual damages, and the Individual Settlement Payments will be distributed to the Class Members without need for them to complete a claim form or take any additional steps such as submitting documentation. In addition to monetary relief, the Settlement provides corrective action. OneAZ represents that it no longer denies financial products, services, or consumer credit products to otherwise qualified applicants based only on the applicant's alienage or immigration status or upon provision of a valid proxy, such as an individual taxpayer identification number (ITIN) or "For Work Purposes Only" social security number.

For the reasons set forth below, the Settlement represents an excellent result for the Class in this litigation and satisfies the requirements of Rule 23 and Ninth Circuit precedent. *See Roes, 1-2 v. SFBSC Mgmt., LLC*, 944 F.3d 1035, 1060 (9th Cir. 2019). The Parties have engaged in good-faith, arms-length settlement negotiations, including confirmatory discovery. Therefore, Plaintiff respectfully requests this Court grant preliminary approval

[1] The Settlement Agreement is attached as Exhibit A to the Declaration of Eduardo Casas in Support of Plaintiff's Unopposed Motion for Preliminary Settlement Approval ("Casas Decl."). Capitalized terms not defined here shall have the meanings as defined in the Settlement Agreement.

of the Settlement. Granting preliminary approval will allow notice of the Settlement to be distributed to the Class Members to let them object, or opt out, and for a hearing to be scheduled to consider whether to grant final approval.

II. FACTUAL AND PROCEDURAL BACKGROUND

Plaintiff Deyra Carranza is a resident of Phoenix, Arizona and has been a recipient of Deferred Action for Childhood Arrivals ("DACA") since 2015. As a DACA recipient, Plaintiff is authorized to work in the United States and has a "work only" social security number. In or around March 2022, Aguilar and her family decided to move to Flagstaff, Arizona, where the cost of living would be significantly higher. To accommodate these anticipated expenses, Aguilar approached Defendant to inquire about applying for an automobile refinance loan but was turned away because, at the time, OneAZ's processing systems did not accept applications from DACA recipients.

On October 1, 2024, Plaintiff filed a putative class-action complaint in this Court against OneAZ, alleging claims for alienage discrimination in violation of the Civil Rights Act of 1966, 42 U.S.C. § 1981 ("Section 1981"). Compl., ECF No. 1. Plaintiff alleges that OneAZ has a policy or practice of denying applicants for financial products and membership based on their alienage and/or immigration status (the "Challenged Practice"). *Id*.

Since then, the Parties have engaged in ongoing good faith negotiations to resolve the claims alleged, ultimately resulting in an agreement in principle to settle this action. On November 24, 2025, the Parties filed a joint notice of settlement. ECF No. 39.

III. PROPOSED SETTLEMENT

A. The Settlement Class

For settlement purposes only and consistent with the Parties' Settlement, Plaintiff seeks certification of the following Settlement Class, defined as: the 32 individuals who, according to Defendant's records, resided in the United States at the relevant time they applied for or attempted to apply for a financial product or service from OneAZ, but were denied full and equal consideration by OneAZ on the basis of alienage or immigration status. *See* Settlement § 1(d).

B. Settlement Overview

The Settlement provides two important forms of relief for Class Members: (1) corrective action under which OneAZ will not deny financial products, services, or consumer credit products to otherwise qualified applicants based only on the applicant's alienage or immigration status or upon provision of a closely related proxy such as a valid individual taxpayer identification number (ITIN) or "For Work Purposes Only" social security number, unless required by binding law, rules, or regulations to do so, and will amend its underwriting criteria accordingly, *id*. at § 2; and (2) Defendant will pay $63,500.16 to be used for individual payments by check made payable to each Class Member (the "Settlement Fund") to compensate Class Members for the alleged statutory violations and harm suffered. *See id* at §§ 1(w) and 11(d)(iv).

1. Corrective Action

The Settlement provides for comprehensive corrective action to OneAZ's underwriting criteria to eliminate any present or future risk of the Challenged Practice. Specifically, OneAZ agrees that it had ceased the Challenged Practice, and agrees that it will not deny financial products, services, or consumer credit products to otherwise qualified applicants based only on the applicant's alienage or immigration status or upon provision of a closely related proxy, unless required by binding law, rules, or regulations to do so. *Id*. at § 2. OneAZ also agrees that it will train its managers, supervisors, and staff on the corrective action set forth in the Settlement Agreement. *Id*.

2. Monetary Relief

OneAZ has agreed to settle for $100,000, which shall be paid to the Settlement Administrator in accordance with the terms of this Agreement, which includes the Settlement Fund, any attorneys' fees and costs, incentive awards, and Settlement Administrator costs. *Id*. at § 1(v). Of this Settlement Amount, $63,500.16 will be allocated to the Settlement Fund that will be used to make individual payments in the amount of $1,984.38 by check to each Class Member. *Id*. at § 1(w). The Settlement Fund will be paid to Class Members; the Settlement Administrator will separately pay the court-approved attorneys' fees and costs and incentive award. *Id*. at §§ 1(v) and 1(w).

C. Distribution to Class Members

The Settlement does not require class members to submit a claim or take any action to claim the monies they are entitled to under the Settlement. *Id*. at § 11(d)(iv). Rather, payments will be made to Class Members by check payable to the Class Member and mailed to the Class Member's last known address. *Id*. Addresses will be updated by the Claims Administrator through skip-trace or other means.

D. Cy Pres Distribution of any Unclaimed Settlement Funds

If any checks mailed to Class Members remain uncashed for 150 days after the checks are sent ("Unclaimed Settlement Funds"), those funds do not revert to OneAZ. *Id*. at § 12. Instead, any Unclaimed Settlement Funds will be paid in equal parts to *cy pres* recipients proposed by Class Counsel and approved by the Court. *Id*.

Class Counsel proposes TheDream.US and the Florence Immigrant & Refugee Rights Project ("Florence Project") as *cy pres* recipients. TheDream.US is the nation's largest college and career success program for undocumented immigrants and has provided more than 10,000 scholarships to DACA recipients. The Florence Project provides pro bono legal and social services to immigrant communities in Arizona. Both organizations will serve Class Members and similarly-situated individuals, and the interests of the Class.

"The *cy pres* doctrine allows a court to distribute unclaimed or non-distributable portions of a class action settlement fund to the 'next best' class of beneficiaries. *Cy pres* distributions must account for the nature of the plaintiff's lawsuit, the objective of the underlying statutes, and the interests of the silent class members, including their geographic diversity." *Nachshin v. AOL, LLC*, 663 F.3d 1034, 1036 (9th Cir. 2011) (internal citation omitted). Under the *cy pres* approach, "class members receive an indirect benefit (usually through defendant donations to a third party) rather than a direct monetary payment." *Lane v. Facebook, Inc.*, 696 F.3d 811, 819 (9th Cir. 2012). To avoid the "many nascent dangers to the fairness of the distribution process," courts require that there be "a driving nexus between the plaintiff class and the *cy pres* beneficiaries." *Nachshin*, 663 F.3d at 1038.

There is a nexus between the work of TheDream.US and the Florence Project and the subject matter of this lawsuit—alleged discrimination against non-citizens. *See In re Easysaver Rewards Litig.*, 906 F.3d 747, 761–62 (9th Cir. 2018) (discussing that *cy pres* recipients should be selected in light of the objectives of the underlying statute and the interest of the class). Both organizations strive to serve non-citizens through academic and legal resources in order for non-citizens to improve their lives. Plaintiff brought this lawsuit to challenge an allegedly discriminatory policy that barred non-citizens from full and equal consideration of OneAZ's credit products, which are important tools in reaching key financial milestones. Any *cy pres* distribution will promote the organizations' mission to help non-citizens to have a better future by allowing them to participate and become part of society. TheDream.US and the Florence Project are appropriate *cy pres* recipients.

E. Notice to Class Members

The Settlement includes proposed English and Spanish-language short-form and long-form notices to the class members that inform them of the terms of the Settlement and their rights to object to, or opt out of, the Settlement, or to do nothing and receive the benefits of the Settlement and be bound by it. *Id.*, Exs. 1-2. All Class Members will receive notice by mail sent to the best available mailing address for each Class Member, updated as appropriate by running the Class Member's name through the National Change of Address Registry. Settlement § 5(b). For all notices that are returned as undeliverable, the Settlement Administrator will use standard skip tracing devices to obtain forwarding address information and re-mail the notice. *Id*. A website will also be established to provide Class Members with additional information relating to the Settlement. *Id*. at § 6(g).

F. Attorneys' Fees and Costs, Settlement Administrator's Costs, and Class Representative Service Award

Attorneys' fees, costs of litigation, and the cost of Notice and Administration shall be paid by the Settlement Administrator in addition to the payments to Class Members. These expenses will be paid separate and apart from the Settlement Fund. Class Counsel will file a motion seeking approval for its attorneys' fees and costs. *Id*. at § 9. OneAZ will not oppose an application for attorneys' fees of up to $24,999.84. *Id*. at § 11(d)(i). Class Counsel's estimated fees will not exceed $24,999.84. This estimate of attorneys' fees encompasses any work conducted by Class Counsel prior to settlement, and any future work conducted following the Court's order granting preliminary approval, including but not limited to: answering questions from Class Members; reviewing documentation; drafting and submitting a motion for attorneys' fees and costs, and a motion for final approval.

Class Counsel will also file a motion requesting that the Court approve a payment of the Settlement Administrator's costs, which Phoenix Settlement Administrators estimates to be $6,500. A copy of the Administrator's brochure detailing its experience and services is attached to the Declaration of Eduardo Casas as Ex. B. Class Counsel shall further apply for a Service Award for the Named Plaintiff of up to $5,000 in recognition of her efforts in this case that have resulted in a benefit to all of the Class Members. *Id*. at § 11(d)(ii).

IV. ARGUMENT

"Where, as here, parties reach an agreement before class certification, 'courts must peruse the proposed compromise to ratify both the propriety of the certification and the fairness of the settlement.'" *Staton v. Boeing Co.*, 327 F.3d 938, 952 (9th Cir. 2003). Thus, the court must make two determinations at the preliminary approval stage: first, the court must determine that the settlement class meets the requirements for class certification, Fed. R. Civ. P. 23(a), (b); second, the court must determine on a preliminary basis that the settlement is fair, reasonable, and adequate such that notice should be sent to the proposed class, Fed. R. Civ. P. 23(e)(2). *See Hanlon v. Chrysler Corp.*, 150 F.3d 1011, 1025–26 (9th Cir. 1998), *overruled on other grounds by Wal-Mart Stores, Inc. v. Dukes*, 564 U.S. 338, 338 (2011).

A. Certification of the Class is Proper Under Rule 23

"The validity of use of a temporary settlement class is not usually questioned." ALBA CONTE & HERBERT B. NEWBERG, 4 NEWBERG ON CLASS ACTIONS § 11:22 (4th ed. 2002). For settlement purposes here, the Parties agree to certify the proposed Class. The relevant factors under Rule 23 weigh in favor of certification.

1. Rule 23(a) is Satisfied

First, numerosity is satisfied because joinder of the Class Members would be impractical. Fed. R. Civ. P. 23(a)(1). OneAZ's records identify 32 individual applicants that were denied financial products, services, or consumer credit products based only on the applicant's alienage or immigration status or upon provision of a closely related proxy, such as an ITIN. *See* Ex. A at § 1(d).

Second, commonality is satisfied because "there are questions of law or fact common to the class." Fed. R. Civ. P. 23(a)(2). When determining whether commonality is met, the Supreme Court has instructed that the focus is on whether there are common issues of fact among class members and whether class treatment will "generate common answers apt to drive the resolution of the litigation." *Abdullah v. U.S. Sec'y Assocs.*, 731 F.3d 952, 957 (9th Cir. 2013) (quoting *Dukes*, 564 U.S. at 350). Here, common issues include whether OneAZ's Challenged Practice at the time Plaintiff applied for a financial product (e.g., auto loan) denied Plaintiff and Class Members the opportunity to receive financial product solely on the basis of their alienage or immigration status and whether OneAZ violated Section 1981 in doing so. *See Armstrong v. Davis*, 275 F.3d 849, 868 (9th Cir. 2001), *overruled on other grounds by Mattioda v. Nelson*, 98 F.4th 1164, 1174 (9th Cir. 2024) (discussing that, in the civil rights context, "commonality is satisfied where the lawsuit challenges a system-wide practice or policy that affects all of the putative class members.").

Third, typicality is satisfied because the "claims or defenses of the representative parties are typical of the claims or defenses of the class." Fed. R. Civ. P. 23(a)(3). "Under the rule's permissive standards, representative claims are 'typical' if they are reasonably co-extensive with those of absent class members; they need not be substantially identical." *Castillo v. Bank of Am., NA*, 980 F.3d 723, 729 (9th Cir. 2020) (internal quotation marks omitted). Here, Plaintiff's claims are typical of the Class she seeks to represent because she alleges that: (1) she was legally residing in the United States (2) she attempted to apply for a financial product from OneAZ and (3) her application was rejected based solely on her alienage or immigration status.

Fourth, Plaintiff is an adequate class representative because she has and will adequately protect the interests of the Class. Fed. R. Civ. P. 23(a)(4). The adequacy requirement is met where a class representative "possess[es] the same interests and suffer[s] the same injury as the class members." *Amchem Prod., Inc. v. Windsor*, 521 U.S. 591, 625-26 (1997) (internal quotation marks omitted). Here, Plaintiff has the same interests as other Class Members and has shown that she can fairly and adequately protect Class Member's interests. Like all Class Members, Plaintiff was denied access to financial products from OneAZ because she is not a U.S. citizen. Plaintiff has no conflicts of interest with the Class Members, and Class Members stand to benefit substantially from Plaintiff's pursuit of damages on their behalf.

Additionally, Plaintiff is represented by adequate counsel. The Mexican American Legal Defense and Educational Fund ("MALDEF") has extensive experience litigating complex civil rights class actions, and Class Counsel has vigorously prosecuted this action on behalf of Plaintiff and have engaged in extensive settlement negotiations with OneAZ. For these reasons, Class Counsel satisfies the adequacy requirement of Rule 23(a).

2. Rule 23(b)(3) is Satisfied

Rule 23(b)(3) requires that common questions predominate over individual ones and a class action is superior to other available methods for adjudicating the controversy. Fed. R. Civ. P. 23(b)(3). Both requirements are met here.

Here, the Class is sufficiently cohesive to satisfy predominance. *Amchem*, 521 U.S. at 623. Predominance does not require "that each element of [a plaintiff's] claim [is] susceptible to classwide proof." *Amgen Inc. v. Conn. Ret. Plans & Tr. Funds*, 568 U.S. 455, 469 (2013) (internal quotation marks omitted). Rather, the "predominance inquiry asks whether the common, aggregation-enabling, issues in the case are more prevalent or important than the non-common, aggregation-defeating, individual issues." *Tyson Foods, Inc. v. Bouaphakeo*, 577 U.S. 442, 453 (2016) (quoting 2 W. Rubenstein, Newberg on Class Actions § 4:50, pp. 196-197 (5th ed. 2012). Plaintiff challenges OneAZ's financial product underwriting criteria and policies that apply to all Class Members. A common question is one where the same evidence will suffice for each member to make a prima facie showing or the issue is susceptible to generalized, class-wide proof. *See McClure v. State Farm Life Ins. Co.*, 341 F.R.D. 242, 251–52 (D. Ariz. 2022). "When one or more of the central issues in the action are common to the class and can be said to predominate, the action may be considered proper under Rule 23(b)(3) even though other important matters would have to be tried separately, such as damages or some affirmative defenses particular to some individual class members." *Id*. at 252.

Whether Rule 23's superiority factor is met rests on factors like individual class members' desire to bring individual actions and the utility of concentrating the litigation in one forum. Fed. R. Civ. P. 23(b)(3). Here, "there is no indication[] that class members seek to individually control their cases, that individual litigation is already pending in other forums, or that this particular forum is undesirable for any reason." *Tierno v. Rite Aid Corp.*, No. C 05-02520 TEH, 2006 WL 2535056, at *11 (N.D. Cal. Aug. 31, 2006). Additionally, the superiority factor is met where meritorious claims may otherwise go unredressed because the cost of litigation would dwarf any possible reward under the applicable statute or where individual suits would require the court to "reinvent the wheel." *Head v. Citibank*, N.A., 340 F.R.D. 145, 154 (D. Ariz. 2022). Superiority is met because the class mechanism will achieve economies of scale for Class Members, conserve judicial resources, and preserve public confidence in the system by avoiding repetitive proceedings and preventing inconsistent adjudications.

3. Plaintiff's Counsel Should Be Appointed as Class Counsel

Adequacy of class counsel depends on (1) work performed on the matter, (2) experience, (3) knowledge of the law, and (4) resources that counsel can commit. Fed. R. Civ. P. 23(g)(1)(A). Class Counsel readily satisfy these criteria, as set forth above, and as demonstrated by activity in this case to date.

B. The Settlement is Fair, Adequate, and Reasonable

Once the Court has found class certification is proper, it must determine if the settlement is "fundamentally fair, adequate, and reasonable." *Hanlon*, 150 F.3d at 1026. In deciding whether to grant preliminary approval of a settlement, courts "put a good deal of stock in the product of an arms-length, non-collusive, negotiated resolution[.]" *Rodriguez v. W. Publ'g Corp.*, 563 F.3d 948, 965 (9th Cir. 2009). Courts may consider and balance a number of other factors, such as: "[1] the strength of the plaintiffs' case; [2] the risk, expense, complexity, and likely duration of further litigation; [3] the risk of maintaining class action status throughout the trial; [4] the amount offered in settlement; the extent of discovery completed . . . [and] [5] the experience and views of counsel[.]" *Hanlon*, 150 F.3d at 1026 (considering other factors not relevant here).

Here, the weight of factors demonstrates that the Settlement is fair, adequate, and reasonable. This is for four principal reasons.

First, Plaintiff faces substantial obstacles to full recovery, and defendant liability is not guaranteed. Plaintiff's claims for discrimination on behalf of noncitizens present a relatively novel theory with numerous unsettled issues—*e.g.*, whether immigration-status discrimination is cognizable under § 1981; whether the evidence would support an argument that OneAZ's Challenged Practice was a pretext for alienage discrimination, and more. Further, the Class may face challenges demonstrating actual damages that can be calculated and proved on a class-wide basis. This Settlement mitigates these risks posed to the Class Members.

Second, the monetary and corrective action relief provide substantial value for Class Members. Class Members will receive individual payments of $1,999.38, which is significantly more than other similar cases, considering that § 1981 does not have statutory damages and Class Members will not have to establish actual damages. Similarly, the Settlement provides prospective corrective action intended to eliminate the allegedly discriminatory practices. This corrective action relief represents the *maximum* degree of prospective relief available under the circumstances.

Third, the Settlement was reached as the result of lengthy, thorough, arms-length negotiations. Casas Decl. ¶ 14. The Parties engaged in significant substantive discussions to ascertain the class size, to address the legal claims, to negotiate the terms of the Settlement and distribution of the Settlement Fund, and to select a settlement administrator. The Parties also negotiated the potential applicability of class action waiver provisions to some ascertainable class members. The parties exchanged information regarding credit applications, loan records, Defendant's membership base, and policies and procedures. Following this exchange of discovery and an evaluation of the terms of court-approved class action settlements in similar cases filed by Class Counsel against several banks, the parties negotiated the terms of the Settlement. The Settlement includes individual payments to Class Members and an obligation by OneAZ to pay for Class Counsel's attorneys' fees, an incentive award, and the cost of administration. *Id*.

The Parties exchanged multiple offers and counter-offers over several months until a settlement in principle was reached. *Id*. The Parties worked through issues related to whether the class was ascertainable due to OneAZ's record keeping policies and the potential applicability of class action waiver provisions contained in membership agreements. Because of potential defenses to Class Member claims, including through the development of discovery demonstrating non-discriminatory factors considered in OneAZ's underwriting process, the Parties eventually agreed to individual payments with a commitment by OneAZ to cease the Challenged Practice. The Parties also negotiated the source of funds to pay for Class Counsel's fees and costs, a Service Award and the costs to implement the Settlement. The Parties also agreed to pay Class Counsel attorney's fees and costs of up to $24,999.84. OneAZ has no knowledge of the actual amount of Class Counsel's fees and costs.

Fourth and finally, the terms of the Settlement are comparable to the settlements approved by other district courts within the Ninth Circuit in class-action cases filed against Wells Fargo, First Tech Federal Credit Union, and One Nevada Credit Union. Ultimately, this Settlement represents an excellent result for the Class Members. It is the product of arms-length negotiations conducted over a period of months. There was no collusion or self-dealing. Accordingly, the Settlement is fair, adequate, and reasonable.

C. The Proposed Incentive Award is Fair, Adequate, and Reasonable.

Class Counsel will apply for an "Incentive Award" of $5,000 for the services performed by Plaintiff. An incentive award is permitted in the Ninth Circuit based on the services performed and time spent by the Named Plaintiff. *See Staton*, 327 F.3d at 977. "Incentive awards are fairly typical in class action cases." *Rodriguez v. West Publ'g Corp.*, 563 F.3d 948, 958 (9th Cir.2009). Generally speaking, incentive awards are meant to "compensate class representatives for work done on behalf of the class, to make up for financial or reputational risk undertaking in bringing the action, and, sometimes, to recognize their willingness to act as a private attorney general." *Id.* at 958–59.

Here, an incentive award of $5,000 is reasonable to compensate Plaintiff for her time and effort assisting Class Counsel to prosecute the claims of the Class Members and negotiate a settlement on behalf of the Classes. The proposed incentive award is within the range approved by courts in the Ninth Circuit. *Bellinghausen v. Tractor Supply Co.*, 306 F.R.D. 245, 266 (N.D. Cal. 2015) (collecting cases). This Court has previously held reasonable incentive awards ranging from $10,000 to $14,500, noting that the Ninth Circuit has approved incentive awards up to 417 times larger than the relevant individual award. *See Zwicky v. Diamond Resorts Mgmt. Inc.*, 343 F.R.D. 101, 123–24 (D. Ariz. 2022).

Here, Ms. Carranza is the sole Named Plaintiff and her award is only about 2.5 times greater than the individual distribution. Plaintiff additionally faced heightened risk in bringing this action based on her lack of permanent immigration status, which makes her an attractive target for harassment and vulnerable to potential immigration consequences. Incentive payments are "intended to compensate class representatives for work done on behalf of the class, to make up for financial or reputational risk undertaken in bringing the action, and, sometimes, to recognize their willingness to act as a private attorney general." *Rodriguez*, 563 F.3d at 948–59; *see also Cook v. Niedert*, 142 F.3d 1004, 1016 (7th Cir. 1998) ("Because a named plaintiff is an essential ingredient of any class action, an incentive award is appropriate if it necessary to induce an individual to participate in the suit.").

Plaintiff had several telephone conversations and email communications with Class Counsel, provided documents, and provided background information. By bringing this action, Plaintiff placed herself at risk by publicizing her immigration status and revealing personal information. *See generally United States v. Abrego Garcia*, No. 3:25-CR-00115, 2026 WL 1454303, at *5 (M.D. Tenn. May 22, 2026) (finding DHS culpable of vindictive prosecution by reopening an investigation one week after defendant received favorable ruling in lawsuit challenging his removal). Without Plaintiff's participation, Class Counsel would not have been able to bring this action and achieve an exceptional result for the Classes.

D. The Proposed Notice is Clear and Adequate

Rule 23(c)(2) requires that class notice be the "best notice practicable under the circumstances, including individual notice to all members who can be identified through reasonable effort." Fed. R. Civ. P. 23(c)(2)(B). "Notice is satisfactory if it 'generally describes the terms of the settlement in sufficient detail to alert those with adverse viewpoints to investigate and to come forward and be heard.'" *Churchill Vill., L.L.C. v. Gen. Elec.*, 361 F.3d 566, 575 (9th Cir. 2004) (citation omitted).

Here, the proposed long and short form notices are easily understandable and include: (1) pertinent details about the case, including the nature of Plaintiff's claims; (2) the definition and scope of the proposed Class; (3) contact information for Class Counsel to answer questions; (4) the address for a website and telephone line maintained by the Settlement Administrator for Class Members to obtain important case documents and information; (5) instructions to file an objection or opt out of the Classes; and (6) the date, time, and location of the fairness hearing. Settlement, Exs. 1-2. Furthermore, the notice will be sent directly by mail to the individual Class Members identified in OneAZ's records. *Id.* at § 5. To ensure notice is mailed to the best available address, the Settlement Administrator will run the names and addresses of the Class Members through the National Change of Address Registry. *Id.* at § 5(b). In the event notice is returned undeliverable, the Settlement Administrator will use standard skip tracing devices to obtain forwarding address information. *Id*. Finally, given that some Class Members may only understand Spanish, the notice will be sent in both Spanish and English. *Id*. And, it will provide that questions be directed to MALDEF attorneys who are experienced dealing with non-English speaking clients.

V. A FINAL APPROVAL HEARING SHOULD BE SCHEDULED

Based on the deadlines set forth in the Settlement and Plaintiff's proposed order granting preliminary approval, in consultation with OneAZ, Plaintiff proposes the following schedule for finalizing and implementing the Settlement:

Preliminary Approval Hearing	August 14, 2026
Preliminary Approval Order	August 14, 2026
Deadline for the Settlement Administrator to mail notice and for Settlement Website to go live	September 13, 2026 [30 days after Preliminary Approval Order]
Bar Date to Opt Out or Object	October 28, 2026 [75 days after Preliminary Approval Order]
Deadline to file Motion for Final Approval and Motion for Award of Fees, Costs, and Service Award	November 12, 2026 [90 days after Preliminary Approval Order]
Final Approval Hearing	December 11, 2026
Final Approval Order	December 11, 2026
Deadline for Defendant 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	December 21, 2026 [10 days after Final Approval Order]
Effective Date (assuming no appeals)	January 10, 2027 [30 days after Final Approval Order]
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	[40 days after Final Approval Order]

VI. CONCLUSION

For the foregoing reasons, Plaintiff respectfully requests that the Court: (1) certify, for settlement purposes only, the settlement classes under Federal Rules of Civil Procedure 23(a) and 23(b)(3); (2) grant preliminary approval of the Settlement; (3) appoint Plaintiff Deyra Carranza as Class Representative, her counsel MALDEF as Class Counsel, and Phoenix Settlement Administrators as Settlement Administrator; (4) approve mailing and emailing to the Class Members the Proposed Notice, and the establishment of a settlement website; and (5) schedule a hearing for final approval of the Settlement after entry of the Preliminary Approval Order.

Dated: July 15, 2026

Respectfully submitted,

/s/ Eduardo Casas
Thomas Saenz (Pro Hac Vice)
Eduardo Casas (*Pro Hac Vice*)

MEXICAN AMERICAN LEGAL DEFENSE AND EDUCATIONAL FUND

AND

Daniel Ortega

ORTEGA LAW FIRM

Attorneys for Plaintiff and the Proposed Class