

Ismael Antonio Rodriguez Perez  
v.  
First Technology Federal Credit Union

**NOTICE OF PENDING CLASS ACTION AND PROPOSED SETTLEMENT**

**READ THIS NOTICE FULLY AND CAREFULLY; THE PROPOSED SETTLEMENT  
MAY AFFECT YOUR RIGHTS!**

**IF YOU HAVE APPLIED OR ATTEMPTED TO APPLY FOR A RESIDENTIAL  
SECURED LOAN WITH FIRST TECHNOLOGY FEDERAL CREDIT UNION  
("DEFENDANT") AND YOUR APPLICATION FOR MEMBERSHIP WAS DENIED  
SINCE DECEMBER 29, 2021, THEN YOU MAY BE ENTITLED TO A PAYMENT  
FROM A CLASS ACTION SETTLEMENT**

The United States District Court for the Northern District of California (San Francisco Division),  
has authorized this Notice; it is not a solicitation from a lawyer.

<b>SUMMARY OF YOUR OPTIONS AND THE LEGAL EFFECT OF EACH OPTION</b>	
<b>DO NOTHING</b>	If you don't do anything, you will receive a payment from the Settlement Fund so long as you do not opt-out of or exclude yourself from the settlement (described in the next box). If you do not opt-out of or exclude yourself from the settlement, you will release or give up any claims against Defendant relating to the challenged practice (described below).
<b>EXCLUDE YOURSELF FROM THE SETTLEMENT; RECEIVE NO PAYMENT BUT RELEASE NO CLAIMS</b>	You can choose to exclude yourself from the settlement or "opt-out" by mailing or emailing a request to opt-out to the Settlement Administrator ("RG2 Claims"). You can also opt out by submitting the form to opt out on the settlement website. Opting out means you choose not to participate in the settlement. You will keep your individual claims against Defendant, but you will not receive a payment. If you exclude yourself from the settlement but want to recover against Defendant, you will have to file a separate lawsuit or claim.
<b>OBJECT TO THE SETTLEMENT</b>	You can mail or email an objection to the Settlement Administrator explaining why you believe the Court should reject the settlement. You can also object by submitting the objection form provided on the settlement website. If your objection is overruled by the Court, then you will receive a payment and you will not be able to sue Defendant for the claims asserted in this litigation. If the Court agrees with your objection, then the settlement may not be approved.
<b>DISTRIBUTION OF UNCASHED CHECKS TO THE CY PRES RECIPIENT</b>	If you receive a payment and don't cash the check within 120 days after it is sent to you, then the Court may order that the unclaimed funds should be paid to a charity approved by the Court.

These rights and options – *and the deadlines to exercise them* – along with the material terms of the settlement are explained in this Notice.

### **BASIC INFORMATION**

<b>1. What is this lawsuit about?</b>
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The lawsuit that is being settled is entitled *Ismael Antonio Rodriguez Perez v. First Technology Federal Credit Union*, Case No. 3:23-cv-06704. The case is a class action. That means that the "Named Plaintiff," Ismael Antonio Rodriguez Perez, is representing all other individuals who applied for or attempted to apply for a Residential Secured Loan (i.e., a home equity line of credit or residential mortgage loan) with Defendant, from December 29, 2021 through December 29, 2023, but were denied credit based on their immigration and/or citizenship status (the "Challenged Practice"). The persons in this group are collectively called the "Class Members."

The Named Plaintiff claims that the Challenged Practice violated 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.* Defendant maintains that its practices and policies were and now are legal and proper.

**2. Why did I receive this Notice of this lawsuit?**

You received this Notice because Defendant’s records indicate that you applied for or attempted to apply for a Residential Secured Loan from Defendant, and your application was denied based on your immigration and/or citizenship status. The Court directed that this Notice be sent to all Class Members because each Class Member has a right to know about the proposed settlement and the options available to him or her before the Court decides whether to approve the settlement.

**3. Why did the parties settle?**

In any lawsuit, there are risks and potential benefits that come with a trial versus settling at an earlier stage. It is the Named Plaintiff’s and his lawyers’ job to identify when a proposed settlement offer is good enough that it justifies recommending settling the case instead of continuing to trial. In a class action, the Named Plaintiff’s lawyers, known as Class Counsel, make this recommendation to the Named Plaintiff. The Named Plaintiff has the duty to act in the best interests of the class as a whole and, in this case, it is his belief, as well as Class Counsels’ opinion, that this settlement is in the best interest of all Class Members.

There is legal uncertainty about whether a judge or a jury will find that Defendant’s Challenged Practice in this case was a violation of the Civil Rights Act of 1866 or the California Unruh Civil Rights Act. Even if the Named Plaintiff were to win at trial, there is no assurance that the Class Members would be awarded more than the current settlement amount and it may take years of litigation before any payments would be made. By settling, the Class Members will avoid these and other risks and the delays associated with continued litigation.

While Defendant disputes the allegations in the lawsuit and denies any liability or wrongdoing, it enters into the settlement solely to avoid the expense, inconvenience, and distraction of further proceedings in the litigation.

**WHO IS IN THE SETTLEMENT**

**4. How do I know if I am part of the Settlement?**

If you received this Notice, then Defendant’s records indicate that you are a Class Member who is entitled to receive a payment.

**YOUR OPTIONS**

**5. What options do I have with respect to the Settlement?**

You have three options: (1) do nothing and you will receive a payment according to the terms of this settlement; (2) exclude yourself from the settlement (“opt-out” of it); or (3) participate in the settlement but object to it. Each of these options is described in a separate section below.

**6. What are the critical deadlines?**

There is no deadline to receive a payment. If you do nothing, then you will get a payment.

The deadline for mailing or emailing a letter to exclude yourself from or opt-out of the settlement is December 6, 2024. You can also opt out by submitting the opt-out form provided on the settlement website ([www.PerezDACAClassSettlement.com](http://www.PerezDACAClassSettlement.com)) on or before December 6, 2024.

The deadline to mail or email an objection to the Settlement Administrator is also December 6, 2024. You can also object to the settlement by submitting the form on the settlement website ([www.PerezDACAClassSettlement.com](http://www.PerezDACAClassSettlement.com)) on or before December 6, 2024.

**7. How do I decide which option to choose?**

If you do not like the settlement and you believe that you could receive more money by pursuing your claims on your own (with or without an attorney) and you are comfortable with the risk that you might lose your case or get less than you would in this settlement, then you may want to consider opting out.

If you believe the settlement is unreasonable, unfair, or inadequate and the Court should reject the settlement, you can object to the settlement terms. The Court will decide if your objection is valid. If the Court agrees, then the settlement will not be approved, and no payments will be made to you or any other Class Member. If your objection (and any other objection) is overruled, and the settlement is approved, then you will still get a payment.

If you want to participate in the settlement, then you don't have to do anything; you will receive a payment if the settlement is approved by the Court.

**8. What has to happen for the Settlement to be approved?**

The Court has to decide that the settlement is fair, reasonable, and adequate before it will approve it. The Court already has decided to provide preliminary approval of the settlement, which is why you received notice of the settlement. The Court will make a final decision regarding the settlement at a "Fairness Hearing" or "Final Approval Hearing," which is currently scheduled for January 23, 2025 at 10:00 a.m.

**THE SETTLEMENT PAYMENT**

**9. How much is the Settlement and how much will I be paid?**

The total amount of the Settlement Fund is \$81,500. If the settlement is approved by the Court, then each Class Member who applied for a Residential Secured Loan in the state of California (a "California Class Member") who does not opt-out will receive a payment of \$3,000 in the form of a mailed check. Each Class Member who applied for a Residential Secured Loan in any state in the United States other than California (a "National Class Member") who does not opt-out will receive a payment of \$500 in the form of a mailed check.

**10. Do I have to do anything if I want to participate in the Settlement?**

No. If you received this Notice, then you will be entitled to receive a payment unless you choose to exclude yourself from the settlement, or "opt-out."

**11. When will I receive my payment?**

The Court will hold a Fairness Hearing on January 23, 2025 at 10:00 a.m. to consider whether the settlement should be approved. If the Court approves the settlement, then a check will be mailed

to you forty (40) days after the Court issues an order approving the settlement. However, if someone objects to the settlement, and the objection is sustained, then there is no settlement. Even if all objections are overruled and the Court approves the settlement, an objector could appeal, and it might take months or even years to have the appeal resolved, which would delay any payment.

Note: If you receive a payment and don't cash the check within 120 days after it is sent to you, then the Court may order that the unclaimed funds should be paid to a charity approved by the Court.

## **EXCLUDING YOURSELF FROM THE SETTLEMENT**

### **12. How do I exclude myself from the Settlement?**

If you do not want to receive a payment, or if you want to keep any right you may have to sue Defendant for the claims alleged in this lawsuit, then you must exclude yourself, or “opt-out.”

To opt-out, you **must** mail or email a letter to the Settlement Administrator that you want to be excluded. Your letter can simply say “I hereby elect to be excluded from the settlement in the *Ismael Antonio Rodriguez Perez v. First Technology Federal Credit Union* class action.” Be sure to include your name, address, telephone number, and email address. Your exclusion or opt-out request must be postmarked or sent by email on or before December 6, 2024 and sent to:

Ismael Antonio Rodriguez Perez v. First Technology Federal Credit Union  
RG/2 Claims Administration LLC  
P.O. Box 59479  
Philadelphia, PA 19102-9479  
Email: PerezDACAClassSettlement@rg2claims.com

You can also opt out of the settlement by filling out and electronically submitting the opt out form provided on the settlement website ([www.PerezDACAClassSettlement.com](http://www.PerezDACAClassSettlement.com)). The form must be filled out and submitted by December 6, 2024.

### **13. What happens if I opt-out of the Settlement?**

If you opt-out of the settlement, you will not give up any of your rights to sue Defendant for the claims alleged in this case. However, you will not be entitled to receive a payment from this settlement.

### **14. What am I giving up if I do not opt-out of the Settlement?**

If the Court grants final approval of the Settlement and enters judgment, that judgment is binding on all Class Members who do not opt-out of or exclude themselves from the Settlement. All Class Members who do not opt-out of or exclude themselves from the Settlement will give up (or “release”) their right to sue Defendant for discrimination in connection with a denial of a Residential Secured Loan application based solely on their immigration status and/or citizenship status. This release includes, but is not limited to, claims under the Civil Rights Act of 1866 and the California Unruh Civil Rights Act.

## **OBJECTING TO THE SETTLEMENT**

### **15. How do I notify the Court that I do not like the settlement?**

You can object to the settlement or any part of it that you do not like **IF** you do not exclude yourself, or opt-out, from the settlement. (Class Members who exclude themselves from the settlement have no right to object to how other Class Members are treated.) To object, you **must** mail or email a written document to the Settlement Administrator at the address below. Your objection should say that you are a Class Member, that you object to the settlement, and the reasons why you object, and whether you intend to appear at the hearing. In your objection, you must include your name, address, telephone number, email address (if applicable) and your signature. Additionally, if objecting through counsel, you must identify counsel by name, address, and telephone number.

All objections must be post-marked or emailed no later than December 6, 2024, and must be sent to the Settlement Administrator as follows:

<b>SETTLEMENT ADMINSTRATOR</b>
Ismael Antonio Rodriguez Perez v. First Technology Federal Credit Union Settlement Administrator RG/2 Claims Administration LLC P.O. Box 59479 Philadelphia, PA 19102-9479 Email: PerezDACAClassSettlement@rg2claims.com

You can also object to the settlement by filling out the objection form provided on the settlement website and submitting it electronically on the website by December 6, 2024.

### **16. What is the difference between objecting and requesting exclusion from the settlement?**

Objecting is telling the Court that you do not believe the settlement is fair, reasonable, and adequate for the class, and asking the Court to reject it. You can object only if you do not opt-out of the settlement. Excluding yourself or opting out is telling the Court that you do not want to be part of the settlement, and do not want to receive a payment or release claims you might have against Defendant as alleged in this lawsuit.

### **17. What happens if I object to the settlement?**

If the Court sustains your objection, or the objection of any other Class Member, then there is no settlement. If you object, but the Court overrules your objection and any other objection(s), then you will be part of the settlement.

## THE COURT'S FAIRNESS HEARING

### **18. When and where will the Court decide whether to approve the settlement?**

The Court will hold a Final Approval or Fairness Hearing at 10:00 a.m. on January 23, 2025 at the United States District Court for the Northern District of California, San Francisco Courthouse, 450 Golden Gate Avenue, San Francisco, CA 94102, in Courtroom E, 15th Floor. At this hearing, the Court will consider whether the settlement is fair, reasonable and adequate. If there are objections, the Court will consider them. The Court may also decide how much to award Class Counsel for attorneys' fees and expenses. Fees and expenses will not be paid out of the Settlement Fund; they will be paid by Defendant in addition to the amount paid to establish the Settlement Fund. This hearing may be conducted by Zoom. If it is, the instructions to access the hearing will be posted on the settlement website ([www.PerezDACAClassSettlement.com](http://www.PerezDACAClassSettlement.com)).

### **19. Do I have to come to the hearing?**

No. Class Counsel will answer any questions the Court may have. You may attend if you desire to do so. If you have submitted an objection, then you may want to attend.

### **20. May I speak at the hearing?**

If you have objected, you may ask the Court for permission to speak at the Final Approval Hearing. To do so, you must include with your objection, described in Question 15, above, the statement, "I hereby give notice that I intend to appear at the Final Approval Hearing."

## THE LAWYERS REPRESENTING YOU

### **21. Do I have a lawyer in this case?**

The Court ordered that the lawyers and their law firms referred to in this notice as "Class Counsel" will represent you and the other Class Members.

### **22. Do I have to pay the lawyer for accomplishing this result?**

No. Class Counsel's fees and costs, as approved by the Court, will be paid by Defendant. Defendant has agreed not to oppose Class Counsel's motion for fees up to \$50,000.

### **23. Who determines what the attorneys' fees will be?**

The Court will be asked to approve the amount of Class Counsel's attorneys' fees at the Fairness Hearing. Class Counsel will file an application for fees and costs at least fifteen (15) days prior to the deadline to file objections and will specify the amount being sought as discussed above and the basis for the application. You may review a physical copy of the fee application at the website established by the Settlement Administrator ([www.PerezDACAClassSettlement.com](http://www.PerezDACAClassSettlement.com)), or by reviewing it at the Records Department of the United States District Court for the Northern District of California, San Francisco Courthouse, 450 Golden Gate Avenue, San Francisco, CA 94102.

### **24. What does the Named Plaintiff receive?**

Class Counsel will also submit an application to the Court for payment of \$5,000 to the Named Plaintiff (called the "Service Award"). Defendant has agreed not to object to a Service Award up to \$5,000. You may review a copy of the Service Award application at the website established by the Settlement Administrator ([www.PerezDACAClassSettlement.com](http://www.PerezDACAClassSettlement.com)), or by reviewing it at the

Records Department of the United States District Court for the Northern District of California, San Francisco Courthouse, 450 Golden Gate Avenue, San Francisco, CA 94102.

**25. Do I have to pay anything to implement the Settlement?**

No. The cost of sending notice and checks to Class Members, and all other costs to implement the settlement, will be paid by Defendant in addition to the amount paid into the Settlement Fund. The Settlement Administrator estimates that the costs defendant will pay to implement the settlement will be approximately \$13,000.00.

**GETTING MORE INFORMATION**

This Notice only summarizes the proposed settlement. More details are contained in the settlement agreement, which can be viewed/obtained online at [www.PerezDACAClassSettlement.com](http://www.PerezDACAClassSettlement.com) or at the Records Department of the United States District Court for the Northern District of California, San Francisco Courthouse, 450 Golden Gate Avenue, San Francisco, CA 94102, by asking for the Court file containing the Motion For Preliminary Approval of Class Settlement (the settlement agreement is attached to the motion). You may also ask for the Court file containing Class Counsel's Motion for Fees, Costs, and Service Award.

For additional information about the settlement and/or to obtain copies of the settlement agreement, you should contact the Settlement Administrator as follows:

Ismael Antonio Rodriguez Perez v. First Technology Federal Credit Union  
Settlement Administrator  
RG/2 Claims Administration LLC  
P.O. Box 59479  
Philadelphia, PA 19102-9479  
Email: [PerezDACAClassSettlement@rg2claims.com](mailto:PerezDACAClassSettlement@rg2claims.com)

For more information, you also can contact the Class Counsel as follows:

Thomas A. Saenz  
Luis L. Lozada  
Eduardo Casas  
Mexican American Legal Defense and Educational Fund  
634 South Spring Street, 11th Floor  
Los Angeles, CA 90014  
Telephone: (213) 629-2512  
[tsaenz@maldef.org](mailto:tsaenz@maldef.org)  
[llozada@maldef.org](mailto:llozada@maldef.org)  
[ec Casas@maldef.org](mailto:ec Casas@maldef.org)

***PLEASE DO NOT CONTACT THE COURT OR ANY REPRESENTATIVE OF DEFENDANT CONCERNING THIS NOTICE OR THE SETTLEMENT.***