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Superior Court of California
County of Fresno
By: I. Herrera, Deputy

6
7 *Attorneys for Plaintiff
and the Proposed Class*

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10 SUPERIOR COURT OF THE STATE OF CALIFORNIA
11 COUNTY OF FRESNO

12 NOEMI PERAZA LOPEZ, an individual, on
behalf of herself and all others similarly
13 situated,

Case No.: [24CECG00076](#)

14 Plaintiff,

UNLIMITED CIVIL CASE

15 vs.

**CLASS ACTION COMPLAINT FOR
VIOLATIONS OF THE UNRUH CIVIL
RIGHTS ACT; INJUNCTIVE AND
DECLARATORY RELIEF AND
DAMAGES**

16 NOBLE CREDIT UNION,

17 Defendant.

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1 Plaintiff Noemi Peraza Lopez (“Plaintiff” or “Peraza”), individually and on behalf of all
2 others similarly situated, by her attorneys brings the following allegations, based upon information
3 and belief, against Defendant Noble Credit Union (“Defendant” or “Noble”):

4 **INTRODUCTION**

5 1. Defendant Noble follows a policy of denying full access to credit products to
6 applicants who are not U.S. citizens or Lawful Permanent Residents.

7 2. Plaintiff Peraza and members of the Class she seeks to represent were and are
8 unable to access Defendant’s credit products without unequal conditions imposed upon them on
9 the basis of their alienage or immigration status. Plaintiff brings this case against Noble for
10 unlawful discrimination based on alienage or immigration status in violation of the Unruh Civil
11 Rights Act (“Unruh Act”), as codified at California Civil Code §§ 51, *et seq.*

12 3. Defendant’s violations have inflicted harm on Plaintiff and the Class, she seeks to
13 represent, including in providing access to credit products with unfavorable terms and conditions,
14 and in inflicting emotional distress.

15 **JURISDICTION AND VENUE**

16 4. This Court has subject matter jurisdiction because the total amount of damages
17 exceeds \$25,000 and the relief requested is within the jurisdiction of this Court.

18 5. Venue as to Defendant is proper in the County of Fresno under California Code of
19 Civil Procedure § 393. Defendant maintains its headquarters, transacts business, and has agents
20 in Fresno County, and Defendant is otherwise within this Court’s jurisdiction for purposes of
21 service of process. The unlawful acts alleged here have a direct effect on Plaintiff and those
22 similarly situated within the State of California and Fresno County. Defendant operates services
23 in Fresno County, as well as in other counties within the State of California.
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PARTIES

Plaintiff

6. Plaintiff Noemi Peraza Lopez is a resident of Fresno, California and has lived in the United States since 1995. She arrived to the United States from Sinaloa, Mexico when she was less than three months old. She is 28 years old and currently works at a bank as a cash management representative.

7. Plaintiff Peraza has been a Deferred Action for Childhood Arrivals (DACA) recipient since 2013 or 2014. As a DACA recipient, Plaintiff Peraza is authorized to work in the United States and has a Social Security Number. Plaintiff Peraza resided in Fresno on the date that she applied for an auto loan with Defendant and was unlawfully denied.

8. Plaintiff and members of the Class that she seeks to represent were subjected to the violations described in this Complaint.

Defendant

9. Defendant Noble Credit Union is a member-owned credit union that serves the Central Valley of California.

10. Noble is headquartered in Fresno, California and maintains branch locations in Clovis, Selma, and Madera counties.

11. An applicant becomes a member of Noble in four ways: (1) family member of a current member or eligible member; (2) living in the same household of a current or eligible member; (3) member of the Friends of the Fresno County Public Library and Friends of the Madera County Library; or (4) employees, volunteers, members, or those retired from eligible business partners.

12. Noble offers consumers a range of financial and credit products, including consumer banking services, loans, credit cards, and retirement and investment products.

STATEMENT OF FACTS

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2 13. This action is brought on behalf of Plaintiff and members of the proposed Plaintiff
3 Class. This class seeks damages, declaratory and injunctive relief.

4 14. On or around July 13, 2023, Plaintiff Peraza applied for an auto loan in the amount
5 of \$35,865.30. She listed her father, Rodolfo Peraza Osuna, as a co-signer for the loan. On that
6 same day, Noble consumer loan originator representative, Erick Groat, emailed Plaintiff Peraza to
7 inform her that her loan application was approved in the amount of \$35,000.

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9 15. On July 14, 2023, Noble sent an offer letter to Plaintiff Peraza for a loan in the
10 amount of \$35,000 with a down-payment of \$10,789.74 and a loan term of 72 months at a 7.09%
11 interest rate. Plaintiff Peraza accepted the terms of the letter and proceeded with the application
12 process.

13 16. On July 19, 2023, Noble sent an adverse action letter to Plaintiff Peraza and her
14 father, informing them that “[Noble] cannot grant you credit at this time” without further
15 explanation for the reasons of the denial. Noble representative Erick Groat informed Plaintiff
16 Peraza that the loan was denied because her driver’s license states that it is for “limited-term.”

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18 17. On July 20, 2023, Plaintiff Peraza emailed and complained to Noble representative
19 Vanessa Aguilar that the loan was previously approved and, without explanation, it was denied
20 based on her driver’s license indicating that it is “limited-term” despite Plaintiff Peraza having a
21 banking relationship with Noble.

22 18. On July 21, 2023, Plaintiff Peraza sent a copy of her driver’s license via email to
23 Noble Representative Aguilar, showing that her driver’s license is stamped with “limited-term” on
24 the front with an expiration date of July 26, 2027.

1 28. Plaintiff seeks to represent the following Credit Denial Class, composed of, and
2 defined as follows:

3 Persons with Social Security Numbers who attempted to apply for a loan or
4 credit product from Noble Credit Union but were denied full and equal
5 consideration by Noble based on their alienage or immigration status.

6 29. Plaintiff may amend the above class definition as permitted by this Court.

7 30. The claims here have been brought and may properly be maintained as a class
8 action under California Code of Civil Procedure § 382 because there is a well-defined community
9 of interest among Class Members with respect to the claims asserted here, and the proposed Class
10 is ascertainable:

11 a. Ascertainability and Numerosity: The potential members of the Credit
12 Denial Class as defined are so numerous that joinder would be impracticable. The Credit Denial
13 Class is an ascertainable group that, on information and belief, consists of at least several
14 individuals. With discovery, the size of the class will be ascertainable. The names and addresses
15 of potential Class Members are available to Defendant. Notice can be provided to the potential
16 Class Members via first class mail using techniques and a form of notice similar to those
17 customarily used in class action lawsuits of this nature.

18 b. Commonality: There are questions of law and fact common to Plaintiff and
19 the Credit Denial Class that predominate over any questions affecting only Plaintiff or any other
20 individual Class Members. These common questions of law and fact include, without limitation:
21 (1) whether it is Noble's policy to reject applicants for credit products because they are not U.S.
22 citizens or Lawful Permanent Residents; (2) whether Noble violated the California Unruh Civil
23 Rights Act by denying full and equal access to its services to Plaintiff and members of the Credit
24 Denial Class based on alienage or immigration status; (3) whether Plaintiff and the Credit Denial
25 Denial Class based on alienage or immigration status; (3) whether Plaintiff and the Credit Denial
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1 Class are entitled to declaratory, injunctive, and other equitable relief; and (4) whether Plaintiff
2 and the Credit Denial Class are entitled to damages and any other available relief.

3 c. Typically: The claims of the named Plaintiff are typical of the claims of the
4 Credit Denial Class. Plaintiff and all Class Members sustained the same or similar injuries and
5 damages arising out of and caused by the same practices and common policy of Defendant in
6 violation of state law. The named Plaintiff's claims are representative of and co-existent with the
7 Claims of the Credit Denial Class.

8
9 d. Adequacy of Representative: The named Plaintiff is member of the Credit
10 Denial Class, does not have any conflicts of interest with other Class Members, and will prosecute
11 the case vigorously on behalf of the Credit Denial Class. The named Plaintiff will fairly and
12 adequately represent and protect the interests of the Class Members. Counsel for the named
13 Plaintiff are competent and experienced in litigating complex class actions, including
14 discrimination actions on the basis of alienage or immigration status.

15
16 e. Superiority of Class Action: A class action is superior to other available
17 means for the fair and efficient adjudication of this controversy. Individual joinder of all Class
18 Members is not practicable, and questions of law and fact common to the Class predominate over
19 any questions affecting only individual Class Members. Each Class Member has been injured and
20 is entitled to recovery by reason of Defendant's unlawful policies and practices of discrimination
21 on the basis of immigration status and denying full and equal access to Defendant's services. No
22 other litigation concerning this controversy has been commenced by Class Members. Class action
23 treatment will allow those similarly-situated persons to litigate their claims in the manner that is
24 most efficient and economical for the parties and the judicial system. It is unlikely that Class
25 Members have any interest in individually controlling separate actions in this case, and damages
26 are capable of measurement on a class-wide basis. Plaintiff and Class Members will rely on
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1 common evidence to resolve legal and factual questions, including the applicable credit and
2 banking policy and practices in the relevant period. Further, Plaintiff is unaware of any difficulties
3 that are likely to be encountered in the management of this action that would preclude its
4 maintenance as a class action. The benefits of maintaining this action on a class basis far outweigh
5 any administrative burden in managing the class action, and a class action would be far less
6 burdensome than prosecuting numerous individual actions.

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8 f. Declaratory, Equitable, and Injunctive Relief: Class certification is
9 appropriate because Noble has acted or refused to act on grounds generally applicable to the Credit
10 Denial Class. Noble's actions make declaratory, equitable, and injunctive relief appropriate with
11 respect to Plaintiff Peraza and the Credit Denial Class. Noble excludes Class Members in the
12 Credit Denial Class outright from banking products and services on the basis of alienage or
13 immigration status. The Class Members of the Credit Denial Class are entitled to declaratory,
14 equitable, and injunctive relief to end Noble's common, unfair, and discriminatory policies.

15
16 **CLAIM FOR RELIEF**

17 **Violation of the Unruh Civil Rights Act**
18 **(California Civil Code §§ 51, *et seq.*)**

19 31. Plaintiff incorporates by reference the allegations raised in this Complaint.

20 32. Plaintiff brings this claim on behalf of herself and the Credit Denial Class.

21 33. Plaintiff and Class Members are persons within the jurisdiction of the State of
22 California and resided in California at the time of Defendant's discriminatory act.

23 34. Defendant conducts business within the jurisdiction of the State of California and,
24 as such, is obligated to comply with the provisions of the Unruh Civil Rights Act, California Civil
25 Code §§ 51, *et seq.*

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27 35. Plaintiff and Class Members are entitled to full and equal accommodations,
28 advantages, facilities, privileges, or services in all business establishments of every kind

1 whatsoever no matter their immigration status, and no business establishment of any kind
2 whatsoever may refuse to contract with Plaintiff and Class Members because of or based in part
3 on their immigration status.

4 36. Defendant violated the Unruh Civil Rights Act by denying Plaintiff and the Credit
5 Denial Class the opportunity to receive a loan or credit product free of discriminatory conditions
6 imposed on the basis of their alienage or immigration status.

7
8 37. Under Section 52(a) of the Unruh Civil Rights Act, Plaintiff and member of the
9 Credit Denial Class are entitled to actual damages suffered, statutory damages of up to three times
10 the amount of actual damages suffered per violation, but no less than \$4,000, and attorneys' fees
11 and costs.

12 38. Plaintiff and Class Members have no plain, adequate, or complete remedy at law to
13 redress the wrongs alleged here. Plaintiff and Class Members request that the Court issue a
14 permanent injunction ordering Defendant to alter its banking policies and practices to prevent
15 future discrimination on the basis of an applicant's immigration status and to prevent violations of
16 the Unruh Civil Rights Act.

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18 39. Plaintiff and Class Members are now suffering, and will continue to suffer
19 irreparable injury from Defendant's discriminatory acts and omissions.

20 **PRAYER FOR RELIEF**

21 **WHEREFORE**, Plaintiff Peraza and the Class she seeks to represent respectfully request
22 the following relief:

- 23
24 i. Certification of the case as a class action on behalf of the proposed Class;
25 ii. Designation of Plaintiff Peraza as the class representative on behalf of the Credit
26 Denial Class;
27 iii. Designation of Plaintiff's counsel of record as Class Counsel;

- 1 iv. Declaratory judgment that Defendant’s policies and practices complained of here
2 are unlawful and violate the California Unruh Civil Rights Act;
- 3 v. Permanent injunction against Defendant and its officers, agents, successors,
4 employees, representatives, and any and all persons acting in concert with them,
5 from engaging in each of the unlawful policies and practices set forth here and
6 described in the preceding paragraphs;
- 7 vi. Award of statutory and compensatory damages to Plaintiff and the Class Members
8 in an amount to be determined at trial;
- 9 vii. Costs incurred, including reasonable attorneys’ fees and costs to the extent
10 allowable by law;
- 11 viii. Pre-judgment post-judgment interest, as provided by law; and
- 12 ix. For such other and further relief as this Courts deems just and proper.

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15 Dated: January 5, 2024

Respectfully submitted,

16 /s/ *Luis L. Lozada*

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