

**UNITED STATES DISTRICT COURT
CENTRAL DISTRICT OF CALIFORNIA**

LUIS SAUL BAUTISTA MARTINEZ,
Plaintiff,

v.

NUVISION CREDIT UNION,
Defendant.

Case No.: 8:24-cv-02422-AH-JDEx

FINAL JUDGMENT [JS-6]

1 After holding a Final Approval Hearing on December 10, 2025, the Court
2 granted Plaintiff's Motion for Final Approval of Class Settlement, Dkt. No. 29, and
3 Motion for Approval of Attorneys' Fees, Costs, and Service Award, Dkt. No. 28. As
4 discussed in the Final Approval Order, this action has been settled in its entirety and
5 the Court HEREBY ORDERS, ADJUDGES, AND DECREES the following
6 regarding the Settlement Agreement and Release ("Settlement Agreement") and
7 related matters:

8 1. All terms used herein shall have the same meaning as defined in the
9 Settlement Agreement.

10 2. This Court has jurisdiction over the claims of the Class Members
11 asserted in this proceeding and over all parties to the action.

12 3. By entering this Order, the Court does not make any determination as to the
13 merits of this case.

14 4. The Court GRANTS certification of the Class for settlement purposes for the
15 reasons discussed in the Court's Final Approval Order. Class Members are hereby
16 defined to include: "The 35 individuals who, according to Defendant's records,
17 applied for a Consumer Credit Product with Defendant from November 6, 2022
18 through May 2025; were legally residing in the State of California at the time they
19 applied; and were denied such credit products because of their immigration or
20 citizenship status at the time that they applied."

21 5. The Court GRANTS final approval of the Settlement Agreement as fair,
22 adequate, and reasonable for the reasons discussed in the Final Approval Order. The
23 Court APPROVED distribution of the gross settlement amount of \$160,300 in the
24 manner set forth in the Settlement Agreement.

25 6. The Court GRANTS the request for attorney's fees and costs in the amount
26 of \$40,000, to be paid in accordance with the terms set forth in the Settlement
27 Agreement.
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1 7. The Court GRANTS the request for a class representative service award in
2 the amount of \$5,000, to be paid in accordance with the terms and methodology set
3 forth in the Settlement Agreement.

4 8. The Court GRANTS the request for settlement administration costs in the
5 amount of \$3,300, to be paid in accordance with the terms and methodology set forth
6 in the Settlement Agreement.

7 9. The Court APPROVED the form and means of disseminating the Class
8 Notice as provided for in the Preliminary Approval Order.

9 10. The Class Members have had a full and fair opportunity to object and
10 exclude themselves from the Settlement. Accordingly, all Class Members who did
11 not timely and validly opt out are bound by the Settlement Agreement and by this
12 Court's Order and Judgment.

13 11. Final Judgment is entered with respect to the Released Claims of all Class
14 Members, and the Released Claims in the Action are dismissed in their entirety with
15 prejudice and without costs. The Releasors shall be deemed to have, and by operation
16 of the Judgment shall have, fully, finally and forever released, relinquished and
17 discharged all Released Claims (including Unknown Claims) against the Defendant
18 Releasees.

19 12. The Parties will file a Final Report with this Court documenting the
20 disbursement of the Settlement Fund within ten (10) days of the checks sent to Class
21 Members having gone stale. Within thirty (30) days after filing the Final Report with
22 this Court the total amount of uncashed checks, and residual amounts held by the
23 Claims Administrator at the time of the Final Report, shall be paid by the Claims
24 Administrator to a Cy Pres fund that is appropriate for the case and agreed to by the
25 Parties, and which shall be approved by the Court.

26 15. After entry of this Final Approval Order and Judgment, the Court shall
27 retain jurisdiction to enforce the Settlement Agreement and the Final Approval Order
28 and Judgment.

1 Accordingly, pursuant to Fed. R. Civ. P. 58 and subject to the Court's
2 continuing jurisdiction with respect to any issues that may arise as to the
3 implementation of the Settlement Agreement and related matters, the Clerk of the
4 Court is directed to enter this Final Judgment.

5
6 IT IS SO ORDERED.

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8 Dated: December 11, 2025

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10 A handwritten signature in black ink, appearing to read 'Anne Hwang', is written over a horizontal line.

11 HON. ANNE HWANG

12 UNITED STATES DISTRICT JUDGE
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