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10  
11 **UNITED STATES DISTRICT COURT**  
12 **EASTERN DISTRICT OF WASHINGTON**  
13 **SPOKANE DIVISION**

14 ANA AYALA, an individual, on  
behalf of herself and all others  
similarly situated,

15 Plaintiffs,

16 v.

17 SPOKANE TEACHERS CREDIT  
18 UNION,

19 Defendant.

NO.

**COMPLAINT FOR  
VIOLATIONS OF 42 U.S.C. §  
1981 AND WASHINGTON LAW  
AGAINST DISCRIMINATION;  
INJUNCTIVE AND  
DECLARATORY RELIEF AND  
DAMAGES**

**CLASS ACTION**

1 Plaintiff Ana Ayala (“Plaintiff” or “Plaintiff Ayala”), individually and on  
2 behalf of all others similarly situated, by her attorneys bring the following  
3 allegations, based on information and belief, against Defendant Spokane Teachers  
4 Credit Union (“Defendant” or “STCU”):

5 **INTRODUCTION**

6 1. Defendant STCU follows a policy of denying full access to credit  
7 products to applicants on the basis of their alienage or immigration status, including  
8 those who are Deferred Action for Childhood Arrivals (“DACA”) recipients.

9 2. Plaintiff Ayala and members of the Class she seeks to represent were  
10 and are unable to access Defendant’s credit products without unequal conditions  
11 imposed upon them on the basis of their alienage or immigration status. Plaintiff  
12 brings this case against STCU for unlawful discrimination on the basis of alienage  
13 or immigration status in violation of the Civil Rights Act of 1866, as codified by  
14 42 U.S.C. § 1981 (“Section 1981”), and the Washington Law Against  
15 Discrimination (“WLAD”), as codified by the Revised Code of Washington §§  
16 49.60, *et seq.*

17 3. Defendant’s violations have inflicted harm on Plaintiff, and the Class  
18 she seeks to represent, including but not limited to, access to credit products with  
19 unfavorable terms and conditions, and emotional distress.

1 **JURISDICTION AND VENUE**

2 4. This Court has subject matter jurisdiction over Plaintiff’s Section  
3 1981 claims under 28 U.S.C. § 1331. This Court has supplemental jurisdiction  
4 over Plaintiff’s state law claims under 28 U.S.C. § 1367.

5 5. This Court is also empowered to issue a declaratory judgment by 28  
6 U.S.C. §§ 2201 and 2022.

7 6. Venue is proper in this district under 28 U.S.C. § 1391(b)(2) because  
8 a substantial part of the events giving rise to the claims occurred in this district.

9 **PARTIES**

10 **Plaintiff**

11 7. Plaintiff Ana Ayala is a resident of Pasco, Washington and has lived  
12 in the United States since 2000. She arrived to the United States from Morelos,  
13 Mexico when she was three years old. She is 26 years old and currently works at  
14 Peak Physical Therapy as a Care Coordinator.

15 8. Plaintiff Ayala has been a DACA recipient since 2012. As a DACA  
16 recipient, Plaintiff Ayala is authorized to work in the United States and has a Social  
17 Security Number. Plaintiff Ayala resided in Pasco on the date that she applied for  
18 an auto loan with STCU and was unlawfully denied.

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

1 **Defendant**

2 10. Defendant Spokane Teachers Credit Union is a member-owned credit  
3 union that serves Washington and North Idaho.

4 11. STCU maintains branch locations in Washington and North Idaho,  
5 and is headquartered at 1620 North Signal Drive, Liberty Lake, Washington 99019.

6 12. An applicant may become a member of STCU in any of four ways:  
7 (1) live, work, worship, or attend school in Washington state and certain North  
8 Idaho counties; (2) relatives who are eligible for membership; (3) under the age of  
9 18 or college student in Washington state or North Idaho; or (4) work for a STCU  
10 community business partner.

11 13. STCU offers consumers a range of financial and credit products,  
12 including loans, checking and savings account, and credit cards.

13 **STATEMENT OF FACTS**

14 14. Plaintiff brings this action on behalf of herself and members of the  
15 proposed Plaintiff Class. The class seeks damages, declaratory and injunctive  
16 relief.

17 15. Plaintiff Ayala is a recipient of DACA, and has been since 2012.  
18 Since that time, she has continuously possessed an employment authorization card  
19 and a Social Security Number. Plaintiff Ayala has received personal loans from  
20 various financial institutions.

1           16. On August 21, 2023, Plaintiff Ayala purchased a 2017 Buick Enclave  
2 from Archibald's, a used-vehicle dealership. As part of the purchase, Plaintiff  
3 Ayala applied and was approved for an auto loan in the amount of \$19,800 from  
4 STCU with interest rate of 8.24% for a term of 72 months.

5           17. Plaintiff Ayala registered the purchased vehicle under her insurance  
6 and had the vehicle for about two weeks when the dealership informed her that  
7 STCU requested additional information and documentation.

8           18. Plaintiff Ayala provided her work-only Social Security Number card.

9           19. The dealership later informed her that STCU had denied the loan  
10 because of her DACA status.

11           20. According to internal communications between the dealership and  
12 STCU, STCU received the SSN card but nevertheless denied the loan. Specifically,  
13 STCU noted that “[w]e would need proof of permanent residency or citizenship to  
14 proceed. The SSN card provided is for work authorization only.”

15           21. On September 7, 2023, STCU sent a “Notice of Action Taken and  
16 Statement of Reason” to Plaintiff Ayala. In the letter, STCU states that the  
17 principal reason for the credit denial was “incomplete identity information.”

18           22. Following the denial, Plaintiff Ayala applied for and received an auto  
19 loan from another credit union at a higher interest rate. Plaintiff Ayala has not  
20 applied for any loans or products from STCU following her denial.



1 similarly situated under Rule 23 of the Federal Rules of Civil Procedure as a  
2 Washington subclass.

3 30. Plaintiff Ayala seeks to represent the following Washington subclass  
4 (“Washington Class”), composed of, and defined, as follows:

5 All persons with Social Security Numbers who resided in  
6 Washington state at the relevant time they applied for or  
7 attempted to apply for a loan or credit product from STCU but  
8 were denied full and equal consideration by STCU on the basis  
9 of their alienage or immigration status.

10 31. Plaintiff Ayala additionally brings class allegations on behalf of a  
11 North Idaho subclass (“North Idaho Class”), composed of, and defined, as follows:

12 All persons with Social Security Numbers who resided in North  
13 Idaho at the relevant time they applied for or attempted to apply  
14 for a loan or credit product from STCU but were denied full and  
15 equal consideration by STCU on the basis of their alienage.

16 32. Plaintiff may amend the above class definitions as permitted by this  
17 Court.

18 33. This action has been brought and may be properly maintained as a  
19 class action under the provisions of Rule 23 of the Federal Rules of Civil Procedure  
20 because all of the prerequisites for class treatment are met.

**Rule 23(a)(1) – Numerosity**

34. The potential members of the Washington Class and North Idaho  
Class as defined are so numerous that joinder would be impracticable.

1           35. The Washington Class and North Idaho Class are an ascertainable  
2 group that, on information and belief, consists of at least dozens of individuals.

3           36. With discovery, the size of the class will be ascertainable. The names  
4 and addresses of potential Class Members are available to Defendant.

5           37. Notice can be provided to the potential Class Members via first class  
6 mail using techniques and a form of notice similar to those customarily used in  
7 class-action lawsuits.

8 **Rule 23(a)(2) – Common Questions of Law and Fact**

9           38. There are questions of law and fact common to the Class that  
10 predominate over any questions affecting only Plaintiff or any other individual  
11 Class Members. These common questions of law and fact include, without  
12 limitation:

13           a. Whether it is STCU’s policy to reject applicants for credit products on  
14 the basis of alienage or immigration status;

15           b. Whether STCU violated 42 U.S.C. § 1981 by denying the full and  
16 equal right to contract to Plaintiff Ayala, Washington Class, and North Idaho Class  
17 on the basis of alienage;

18           c. Whether STCU violated the Washington Law Against Discrimination  
19 by denying full and equal access to services to Plaintiff Ayala and the Washington  
20 Class on the basis of immigration status;



1 d. Whether Plaintiff Ayala and the Class Members are entitled to  
2 declaratory, injunctive, and other equitable relief; and

3 e. Whether Plaintiff Ayala and the Class Members are entitled to  
4 damages and any other available relief.

5 **Rule 23(a)(3) – Typicality**

6 39. The claims of the named Plaintiff are typical of the claims of the Class.  
7 Plaintiff Ayala and all Class Members sustained the same or similar injuries and  
8 damages arising out of and caused by the same practices and common policies of  
9 Defendant in violation of Federal and Washington laws, regulations, and statutes  
10 as alleged here.

11 40. The named Plaintiff's claims are representative of and co-existence  
12 with the claims of the Class Members.

13 **Rule 23(a)(4) – Adequacy of Representation**

14 41. The named Plaintiff is a member of the Class, does not have any  
15 conflicts of interest with other Class Members, and will prosecute the case  
16 vigorously on behalf of the Class.

17 42. The named Plaintiff will fairly and adequately represent and protect  
18 the interests of the Class Members.

19 43. Counsel for the named Plaintiff are competent and experienced in  
20 litigating complex class actions, including on the basis of unlawful discrimination.

1 **Rule 23(b)(2) – Declaratory, Equitable, and Injunctive Relief**

2 44. Class certification is appropriate because STCU has acted or refused  
3 to act on grounds generally applicable to members of the Washington Class and  
4 North Idaho Class. STCU’s actions make declaratory, equitable, and injunctive  
5 relief appropriate with respect to Plaintiff Ayala and the Class Members.

6 45. STCU excludes Class Members in the Washington Class and North  
7 Idaho Class outright from banking products and services on the basis of alienage  
8 or immigration status. The Class Members of the Washington Class and North  
9 Idaho Class are entitled to declaratory, equitable, and injunctive relief to end  
10 STCU’s common, unfair, and discriminatory policies.

11 **Rule 23(b)(3) – Superiority of Class Action**

12 46. A class action is superior to other available means for the fair and  
13 efficient adjudication of this controversy. Individual joinder of all Class Members  
14 is not practicable, and questions of law and fact common to the Class predominate  
15 over any questions affecting only individual Class Members. Each Class Member  
16 has been injured and is entitled to recovery by reason of Defendant’s unlawful  
17 policies and practices of discrimination on the basis of alienage or immigration  
18 status and of denying full and equal access to Defendant’s services.

19 47. No other litigation concerning this controversy has been commenced  
20 by or against Class Members.



1           53. Plaintiff and Class Members were persons within the jurisdiction of  
2 the United States at the time of Defendant’s discriminatory act.

3           54. Plaintiff and Class Members are aliens.

4           55. Plaintiff and Class Members have the right to make and enforce  
5 contracts in the United States and are entitled to the full and equal benefits of the  
6 law.

7           56. Defendant conducts business in the United States and is obligated to  
8 comply with the provisions of 42 U.S.C. § 1981.

9           57. Defendant intentionally discriminated against Plaintiff and members  
10 of the Class on the basis of alienage by denying them the opportunity to apply for  
11 financial products.

12           58. Plaintiff and Class Members have no plain, adequate, or complete  
13 remedy at law to redress the wrongs alleged here. Plaintiff and Class Members  
14 request that the Court issue a permanent injunction ordering Defendant to alter its  
15 banking policies and practices to prevent future discrimination on the basis of  
16 alienage and to prevent violations of 42 U.S.C. § 1981.

17           59. Plaintiff and Class Members are now suffering, and will continue to  
18 suffer irreparable injury from Defendant’s discriminatory acts and omissions.

19           //

20           //

1 **SECOND CLAIM FOR RELIEF**

2 **Violation of the Washington Law Against Discrimination**  
3 **(Revised Code of Washington §§ 49.60, *et seq.*)**

4 60. Plaintiff incorporates by reference all the allegations raised in this  
5 Complaint.

6 61. Plaintiff brings this claim on behalf of herself and on behalf of the  
7 Washington Class.

8 62. Plaintiff and Class Members are persons within the jurisdiction of the  
9 State of Washington and resided in Washington at the time of Defendant’s  
10 discriminatory act.

11 63. Defendant conducts credit transactions within the jurisdiction of the  
12 State of Washington and, as such, is obligated to comply with the provisions of the  
13 Washington Law Against Discrimination, Revised Code of Washington §§ 49.60,  
14 *et seq.*

15 64. Plaintiff and Class Members are entitled to full and equal access to  
16 credit of every kind without discrimination no matter their immigration status, and  
17 no business may refuse to engage in credit transactions with Plaintiff and Class  
18 Members on the basis of their immigration status.

19 65. Defendant violated the Washington Law Against Discrimination by  
20 denying Plaintiff and the Washington Class the opportunity to receive a loan or  
credit product free of discriminatory conditions imposed on the basis of their

1 immigration status.

2 66. Plaintiff and the Washington Class have no plain, adequate, or  
3 complete remedy at law to redress the wrongs alleged here. Plaintiff and the  
4 Washington Class request that the Court issue a permanent injunction ordering  
5 Defendant to alter its banking policies and practices to prevent future  
6 discrimination on the basis of immigration status and to prevent violations of the  
7 Washington Law Against Discrimination.

8 67. Plaintiff and the Washington Class are now suffering, and will continue to  
9 suffer irreparable injury from Defendant's discriminatory acts and omissions.

10 **PRAYER FOR RELIEF**

11 **WHEREFORE**, Plaintiff Ayala and the Class she seeks to represent  
12 respectfully request the following relief:

- 13 i. Certification of the case as a class action on behalf of the proposed  
14 Class Members in the Washington Class and North Idaho Class;
- 15 ii. Designation of Plaintiff Ayala as the class representative on behalf of  
16 the Washington Class and North Idaho Class;
- 17 iii. Designation of Plaintiff's counsel of record as Class Counsel;
- 18 iv. Declaratory judgment that Defendant's policies and practices  
19 complained of here are unlawful and violate 42 U.S.C. § 1981 and the  
20 Washington Law Against Discrimination;

- 1 v. Preliminary and permanent injunction against Defendant and its  
2 officers, agents, successors, employees, representatives, and any and  
3 all persons acting in concert with them, from engaging in each of the  
4 unlawful policies and practices set forth here and described in the  
5 preceding paragraphs;
- 6 vi. Costs incurred, including reasonable attorneys' fees and costs to the  
7 extent allowable by law;
- 8 vii. Pre-judgment post-judgment interest, as provided by law; and
- 9 viii. For such other and further relief as this Court deems just and proper.

10  
11 DATED: December 14, 2023.

12 **BRESKIN JOHNSON & TOWNSEND, PLLC**

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19 **MEXICAN AMERICAN LEGAL DEFENSE  
20 AND EDUCATIONAL FUND**

By: /s Thomas A. Saenz  
Thomas A. Saenz (*pro hac vice* to be applied for)

/s Luis Lozada  
Luis L. Lozada (*pro hac vice* to be applied for)

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