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OCT 22 2025

MICHAEL J. KILLIAN  
FRANKLIN COUNTY CLERK

SUPERIOR COURT OF WASHINGTON  
FRANKLIN COUNTY

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

Plaintiff,

v.

SPOKANE TEACHERS CREDIT UNION,

Defendant.

NO.: 25-2-51411-11

COMPLAINT FOR VIOLATION OF  
WASHINGTON LAW AGAINST  
DISCRIMINATION; INJUNCTIVE  
AND DECLARATORY RELIEF AND  
DAMAGES

CLASS ACTION

Plaintiff Ana Ayala ("Plaintiff" or "Plaintiff Ayala"), individually and on behalf of all  
others similarly situated, makes the following allegations, based on information and belief, against  
Defendant Spokane Teachers Credit Union ("Defendant" or "STCU"):

INTRODUCTION

1. Defendant STCU follows a policy of denying full access to credit products,  
including accepting loans, to applicants who are not U.S. citizens or Lawful Permanent Residents.

2. Plaintiff Ayala and members of the Class she seeks to represent were and are unable  
to access Defendant's credit products without unequal conditions imposed upon them on the basis

COMPLAINT - 1

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1 of their citizenship or immigration status. Plaintiff brings this case against STCU for unlawful  
2 discrimination on the basis of citizenship or immigration status in violation of the Washington  
3 Law Against Discrimination (“WLAD”), as codified by the Revised Code of Washington §§ 49.60,  
4 *et seq.*

5 3. Defendant’s violations have inflicted harm on Plaintiff, and the Class she seeks to  
6 represent, including but not limited to, by providing limited access to credit products, by providing  
7 unfavorable terms and conditions; and by causing emotional distress.

### 8 **JURISDICTION AND VENUE**

9 4. **Subject Matter Jurisdiction:** This Court has subject matter jurisdiction over this  
10 action because the total amount of damages exceeds \$100,000 and the relief requested, including  
11 injunctive and declaratory relief, is within the jurisdiction of this Court under RCW § 2.08.010.

12 5. **Personal Jurisdiction:** The Court has personal jurisdiction over Defendant under  
13 RCW § 4.28.080 because Defendant is incorporated in Washington State and regularly and  
14 currently does conduct business in Washington State.

15 6. **Venue:** Venue is proper in Franklin County because Plaintiff resided in Franklin  
16 County when her cause of action arose under RCW § 4.12.020. Defendant transacts business, and  
17 has agents in Franklin County, and Defendant is otherwise within this Court’s jurisdiction for  
18 service of process. The unlawful acts alleged here have a direct effect on Plaintiff and those  
19 similarly situated within Washington State and Franklin County. Defendant operates services in  
20 Franklin County, as well as in other counties within Washington State.

### 18 **PARTIES**

19 *Plaintiff:*

1           7.     Plaintiff Ana Ayala is a resident of Franklin County, Washington and has lived in  
2 the United States since 2000. She arrived in the United States from Morelos, Mexico when she  
3 was three years old. She is 28 years old and currently works as a care coordinator.

4           8.     Plaintiff Ayala has been a Deferred Action for Childhood Arrivals (DACA)  
5 recipient since 2012. As a DACA recipient, Plaintiff Ayala is authorized to work in the United  
6 States and has a social security number.

7           9.     Plaintiff Ayala resided in Franklin County, Washington on the date that she applied  
8 for an auto loan from a car dealership. The car dealership attempted to sell the auto loan to  
9 Defendant, and Defendant unlawfully denied or refused to accept the loan on the basis of Plaintiff's  
10 citizenship or immigration status.

11          10.    Plaintiff Ayala and members of the Class that she seeks to represent were subjected  
12 to the violations described in this Complaint.

13 *Defendant:*

14          11.    Defendant Spokane Teachers Credit Union is organized under the laws of  
15 Washington State and is a member-owned credit union that serves Washington.

16          12.    STCU maintains branch locations in Washington, and is headquartered at 1620  
17 North Signal Drive, Liberty Lake, Washington 99019 in Spokane County.

18          13.    An applicant may become a member of STCU in any of four ways: (1) live, work,  
19 worship, or attend school in Washington; (2) have relatives who are eligible for membership; (3)  
20 is under the age of 18 or college student in Washington; or (4) work for a community business  
partner.

          14.    STCU offers consumers a range of financial and credit products, including loans,  
checking and savings accounts, and credit cards.

## **FACTUAL BACKGROUND**

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

16. Plaintiff Ayala is a recipient of DACA, and has been since 2012. Since that time, she has continuously possessed an employment authorization card and a social security number. Plaintiff Ayala has previously received personal loans from various financial institutions.

17. On August 24, 2023, Plaintiff Ayala signed a Retail Installment Contract ("Retail Contract") with Archibald's Inc. ("Dealership"), a used-car dealership, to purchase a 2017 Buick Enclave in the amount of \$26,741.84 with an interest rate of 8.24%.

18. In or around September 2023, the Dealership attempted to sell the Retail Contract to Defendant STCU. STCU communicated to the Dealership that it needed additional information and documentation from Plaintiff Ayala before assuming the Retail Contract.

19. The Dealership informed Plaintiff Ayala that STCU requested additional documentation to proceed with the application.

20. Plaintiff Ayala provided her work-only social security number obtained through the DACA program.

21. Following the submission of this additional documentation, STCU communicated to the Dealership that it received Plaintiff Ayala's work-only social security number, but ultimately rejected the Retail Contract.

22. The Dealership later informed Plaintiff Ayala that STCU had rejected the loan because of her DACA status.

23. Based on communications between STCU and the Dealership, and upon learning that Plaintiff Ayala was not a U.S. citizen or Lawful Permanent Resident, STCU stated the

1 following reason for the rejection of the Retail Contract: “[STCU] would need proof of permanent  
2 residency or citizenship to proceed. The SSN card provided is for work authorization only.”

3 24. On September 7, 2023, STCU sent a “Notice of Action Taken and Statement of  
4 Reason” to Plaintiff Ayala. In the notice, STCU indicated that it took adverse action against her  
5 because of “[i]ncomplete identity information.”

6 25. Following the denial by STCU, Gesa Credit Union assumed the Retail Contract  
7 with Plaintiff Ayala in the amount of \$28,035.68 with a higher interest rate of 9.99%. Plaintiff  
8 Ayala currently has a loan with Gesa Credit Union.

9 26. Plaintiff Ayala suffered harm as a result of STCU’s refusal to accept the application  
10 for the Retail Contract on the basis of her citizenship or immigration status. STCU’s denial caused  
11 Plaintiff Ayala to suffer harm, including actual damages, emotional distress, and other negative  
12 effects of incurring a loan with less favorable terms compared to what STCU would have offered.

13 27. Plaintiff Ayala has never previously been denied the opportunity to apply or receive  
14 credit because of her citizenship or immigration status. STCU’s refusal to accept the Retail  
15 Contract caused Plaintiff Ayala to feel the deleterious effects of discrimination and to suffer harm,  
16 including actual damages, emotional distress, and other negative effects.

17 28. STCU’s refusal to consider a loan or retail contract because of its limited and  
18 arbitrary immigration status requirements violates the Washington Law Against Discrimination.

19 29. There is an actual and substantial controversy between Plaintiff and STCU.

### 20 **CLASS-ACTION ALLEGATIONS**

30. Plaintiff incorporates by reference the allegations raised in preceding paragraphs.

31. **Class Definition:** Plaintiff Ayala brings this action as a class action under  
Washington Superior Court Civil Rule 23(a) and (b)(3) on behalf of herself and all persons

1 similarly situated who were denied loan or credit products by STCU in Washington State on the  
2 basis of their citizenship or immigration status. Plaintiff Ayala seeks to represent the following  
3 class (the "Class"), composed of, and defined, as follows:

4 All persons with social security numbers who applied for, attempted to apply for,  
5 or were deterred from applying for a loan or credit product, including retail  
installment contracts, from STCU because STCU denies full and equal  
consideration on the basis of citizenship or immigration status.

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

7 33. This action has been brought, and may properly be maintained, as a class action  
8 under Washington Superior Court Civil Rule 23 because there is a well-defined community of  
9 interest among Class Members with respect to the claims asserted here, and the proposed Class is  
ascertainable:

10 a. **Numerosity:** The Class is so numerous that joinder of all members is  
11 impracticable. *See* Washington Superior Court Rule 23(a)(1). The Class is an ascertainable group  
12 that, on information and belief, consists of at least several individuals. With discovery, the size of  
13 the class will be ascertainable. The names and addresses of potential Class Members are available  
14 to Defendant. Notice can be provided to the potential Class Members via first class mail using  
techniques and a form of notice similar to those customarily used in class-action lawsuits.

15 b. **Commonality:** There are questions of law and fact common to Plaintiff and  
16 the Class that predominate over any questions affecting only Plaintiff or any other individual Class  
17 Members. *See* Washington Superior Court Rule 23(a)(2). These common questions of law and  
18 fact include, without limitation: (1) whether it is STCU's policy to reject candidates for credit  
19 products because they are not U.S. citizens or Lawful Permanent Residents; (2) whether STCU  
20 violated the Washington Law Against Discrimination by denying full and equal access to its  
services to Plaintiff and members of the Class based on citizenship or immigration status; (3)

1 whether Plaintiff and the Class are entitled to declaratory, injunctive, and other equitable relief;  
2 and (4) whether Plaintiff and the Class are entitled to damages and any other available relief.

3 c. **Typicality:** The claims of the Named Plaintiff are typical of the claims of  
4 the Class. *See* Washington Superior Court Rule 23(a)(3). Plaintiff and all Class Members  
5 sustained the same or similar injuries and damages arising out of and caused by the same practices  
6 and common policy of Defendant in violation of state law. The Named Plaintiff's claims are  
representative of and co-existent with the claims of the Class.

7 d. **Adequacy:** The Named Plaintiff will fairly and adequately protect the  
8 interests of the Class. *See* Washington Superior Court Rule 23(a)(4). The Named Plaintiff does  
9 not have any conflict with other Class Members, and will prosecute the case vigorously on behalf  
10 of the Class. Counsel for the Named Plaintiff are competent and experienced in litigating complex  
class actions, including discrimination actions on the basis of citizenship or immigration status.

11 e. **Superiority:** A class action is superior to other available means for the fair  
12 and efficient adjudication of this controversy. *See* Washington Superior Court Rule 23(b)(3).  
13 Individual joinder of all Class Members is not practicable, and questions of law and fact common  
14 to the Class predominate over any questions affecting only individual Class Members. Each Class  
15 Member has been injured and is entitled to recovery by reason of Defendant's unlawful policies  
16 and practices of discrimination on the basis of citizenship and immigration status and denying full  
17 and equal access to Defendant's services. Class action treatment will allow those similarly-  
18 situated persons to litigate their claims in the manner that is most efficient and economical for the  
19 parties and the juridical system. It is unlikely that Class Members have any interest in individually  
20 controlling separate actions in this case, and damages are capable of measurement on a class-wide  
basis. Plaintiff and Class Members will rely on common evidence to resolve legal and factual

1 questions, including the applicable credit and banking policy and practices in the relevant period.  
2 Further, Plaintiff is unaware of any difficulties that are likely to be encountered in the management  
3 of this action that would preclude its maintenance as a class action. The benefits of maintaining  
4 this action on a class basis far outweigh any administrative burden in managing the class action,  
5 and a class action would be far less burdensome than prosecuting numerous individual actions.

6 f. **Declaratory, Equitable, and Injunctive Relief:** Class certification is  
7 appropriate because STCU has acted or refused to act on grounds generally applicable to the Class.  
8 *See* Washington Superior Court Rule 23(b)(2). STCU's actions make declaratory, equitable, and  
9 injunctive relief appropriate with respect to Plaintiff Ayala and the Class. STCU excludes Class  
10 Members outright from banking products and services on the basis of citizenship or immigration  
11 status. Class Members are entitled to declaratory, equitable, and injunctive relief to end STCU's  
12 common, unfair, and discriminatory policies.

### 13 **CLAIM FOR RELIEF**

#### 14 **Violation of the Washington Law Against Discrimination** 15 **(Revised Code of Washington §§ 49.60, *et seq.*)**

16 34. Plaintiff incorporates by reference all the allegations raised in this Complaint.

17 35. Plaintiff brings this claim on behalf of herself and on behalf of the Class.

18 36. Plaintiff and Class Members are persons within the jurisdiction of Washington  
19 State and resided in Washington at the time of Defendant's discriminatory acts.

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

38. Plaintiff and Class Members are entitled to full and equal access to credit of every  
kind without discrimination no matter their citizenship or immigration status, and no business may

1 refuse to engage in credit transactions with Plaintiff and Class Members on the basis of their  
2 citizenship or immigration status.

3 39. Defendant violated the Washington Law Against Discrimination by denying  
4 Plaintiff and the Class the opportunity to apply, receive, or transfer a loan or credit product free of  
5 discriminatory conditions imposed on the basis of their citizenship or immigration status.

6 40. Plaintiff and Class Members have no plain, adequate, or complete remedy at law to  
7 redress the wrongs alleged here. Plaintiff and Class Members demand damages, and request that  
8 the Court issue a permanent injunction ordering Defendant to alter its banking policies and  
9 practices to prevent future discrimination on the basis of an applicant's citizenship or immigration  
10 status and to prevent violations of the Washington Law Against Discrimination.

11 41. Plaintiff and Class Members are now suffering, and will continue to suffer  
12 irreparable injury from Defendant's discriminatory acts and omissions.

13 42. Plaintiff and Class Members have suffered significant damages due to Defendant's  
14 discriminatory acts and omissions.

### 15 **PRAYER FOR RELIEF**

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

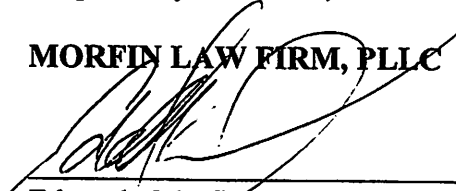
- 18 i. Certification of the case as a class action on behalf of the proposed Class;
- 19 ii. Designation of Plaintiff Ayala as the class representative on behalf of the Class;
- 20 iii. Designation of Plaintiff's counsel of record as Class Counsel;
- iv. Declaratory judgment that Defendant's policies and practices complained of here  
are unlawful and violate the Washington Law Against Discrimination;

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

10 Dated: October 20, 2025

Respectfully submitted,

11 **MORFIN LAW FIRM, PLLC**

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