

STATE OF NEW MEXICO
COUNTY OF SANTA FE
FIRST JUDICIAL DISTRICT COURT

FILED 1st JUDICIAL DISTRICT COURT
Santa Fe County
9/8/2026 12:02 PM
KATHLEEN VIGIL CLERK OF THE COURT
Shana Stewart

KYLE SALAS; VICKY ISLAS; STEPHANIE ORTIZ;
RHONDA D. SANCHEZ; JESSICA SIETERS
MARTINEZ; and LORI SIETERS,
on behalf of themselves and others similarly situated,

Plaintiffs,

v.

No. D-101-CV-2019-02660
Judge Francis J. Mathew

GUADALUPE CREDIT UNION,

Defendant.

**[PROPOSED] ORDER GRANTING
PRELIMINARY APPROVAL OF CLASS ACTION SETTLEMENT AND
NOTICE OF SETTLEMENT HEARING**

Plaintiffs Kyle Salas, Vicky Islas, Stephanie Ortiz, Rhonda D. Sanchez, Jessica Sieters Martinez and Lori Sieters (“Plaintiffs”) and Defendant Guadalupe Credit Union (“GCU”) have reached a class action settlement, subject to the approval of this Court, and then they filed a Joint Motion for Preliminary Approval of Class Action Settlement.

THE COURT FINDS:

I. JURISDICTION

1. This Court has jurisdiction over the subject matter of the litigation and over all parties to this litigation, including all members of the Settlement Class, as defined below.

II. CERTIFICATION OF SETTLEMENT CLASS

2. This lawsuit concerns Plaintiffs’ allegation that GCU engaged in the unauthorized practice of law with collection lawsuits GCU filed in Santa Fe County Magistrate Court, which Plaintiffs allege gave rise to claims under the New Mexico unauthorized practice of law

statutes, NMSA §§ 36-2-27 *et seq.* (“UPL”), and the New Mexico Unfair Practices Act, NMSA §§ 57-12-1 *et seq.* (“UPA”).

3. The Parties engaged in settlement negotiations at arms’ length for nine months, from January 2025 until September 10, 2025, where a class settlement was reached at a mediation conducted by Judge Nan Nash (retired). On [date], the Parties executed the Settlement Agreement attached as Exhibit 1 to the Motion for Preliminary Approval (“Settlement Agreement”).

4. For settlement purposes only, the Parties propose certification of a Rule 23(B)(3) Settlement Class of:

All persons against whom GCU filed a collections action in Santa Fe County Magistrate Court on or after October 7, 2015 without GCU being represented by a New Mexico licensed attorney in the collection action.

5. The Class as defined above appears to satisfy Rule 23(A)(1) because the Class appears to be so numerous that joinder of all members is impracticable given that the Class numbers 197 persons per GCU’s records.

6. The Class as defined above appears to satisfy Rule 23(A)(2) because there appears to be questions of law or fact common to the Class, regarding whether the collection actions at issue violated the UPL and UPA because GCU was not represented by a New Mexico licensed attorney in the collection actions.

7. The Class as defined above appears to satisfy Rule 23(A)(3) because the claims of Plaintiffs appear to be typical of the claims of the class members.

8. The Class as defined above appears to satisfy Rule 23(A)(4) because Plaintiffs appear to be capable of fairly representing the interests of the class members in connection with the

proposed settlement and because Class Counsel have shown themselves to be qualified, competent, and capable of prosecuting this lawsuit on behalf of the class members.

9. The Class as defined above appears to satisfy Rule 23(B) because common questions of law and fact appear to predominate over questions affecting only individual class members – that is, whether the collections actions at issue violated the UPL and UPA – and because the proposed class settlement, including the proposed injunctive relief, appears to be superior to other available methods for the fair and efficient resolution of the claims brought.
10. The protocol for providing mailed notice to the class members as set forth in the Settlement Agreement, and the proposed form of the Class Notice, appears to be the best notice practicable under the circumstances and thus appears to satisfy Rule 23(C)(2).

III. PRELIMINARY APPROVAL OF SETTLEMENT AGREEMENT

11. The Parties have agreed, subject to the final approval of the Court, and following notice to the class members and a Settlement Hearing, to settle this lawsuit on a class basis per the Settlement Agreement that the Parties attached to their Joint Motion for Preliminary Approval of Class Action Settlement.
12. The Court has reviewed the proposed Settlement Agreement, which contains provisions for payment to each eligible class member, through an experienced settlement administrator: (a) the amount of \$1,000 and, if applicable (b) the amount that GCU actually received from each class member after the filing of the collection lawsuit against that class member; plus injunctive relief enjoining GCU from filing lawsuits against any person in any New Mexico court unless GCU is represented at each stage of the lawsuit by a New Mexico licensed attorney.

13. Based on the Court's preliminary review of the Settlement Agreement and the Joint Motion for Preliminary Approval of Class Action Settlement, it appears to the Court that the proposed settlement is fair, adequate, and in the best interests of the proposed Class, such that notice to the proposed Class should be provided as directed per this Order, and the Class, as defined in the Settlement Agreement, be certified for settlement purposes.

14. The Settlement Agreement resulted from non-collusive negotiations between the Parties.

NOW, THEREFORE, IT IS HEREBY ORDERED, ADJUDGED, AND DECREED:

15. Pursuant to Rule 23(B)(3), the Court, for settlement purposes only, preliminarily certifies the Class defined as:

All persons against whom GCU filed a collection action in a New Mexico Magistrate Court on or after October 7, 2015 without GCU being represented by a New Mexico licensed attorney in the collection action.

16. Plaintiffs are designated as Class Representatives.

17. The Court appoints Treinen Law Office PC and Humphreys Law Firm PC as Class Counsel.

18. The Settlement Agreement is preliminarily approved. Pursuant to Rule 23(E), final approval and entry of the Settlement Agreement is subject to a final hearing of any objections of members of the class to the proposed Settlement Agreement.

19. The Court appoints American Legal Claim Services LLC ("ALCS") as Settlement Administrator to carry out the tasks set forth as the tasks of the Settlement Administrator in the Settlement Agreement. To facilitate administration of the Settlement Agreement GCU is authorized to provide ALCS a class member's social security number if and when requested by ALCS.

20. Subject to final approval, New Mexico Center on Law and Poverty shall be the cy pres recipient.
21. GCU shall fund the settlement by paying to the Settlement Administrator the sum of \$565,532.00 no later than two weeks from the entry of this Order. This sum and payment shall be GCU's total financial obligation under the Settlement Agreement, except for any award of attorney fees and costs to Class Counsel.
22. Within 21 days of entry of this Order, notice of this proposed class action settlement in substantially the same form as set forth in the Settlement Agreement shall be mailed by the Settlement Administrator per the protocol set forth in the Settlement Agreement.
23. Within 30 days of entry of this Order, Class Counsel shall file a Motion with the Court for an award of attorney fees and costs, and for Representative Plaintiff Service Awards.
24. The deadline for exclusion from the class and for objections to the proposed class action settlement shall be set 60 days from the date of mailing of the Class Notice. If the deadline as so determined falls on a weekend day or Holiday that is recognized by this Court, the deadline shall be the following Monday or the following non-Holiday date.
25. If a class member wants to exclude himself or herself from the proposed class action settlement, that class member must send a written request to the Settlement Administrator specifically stating that he or she requests exclusion. The written request shall be delivered to the Settlement Administrator at the address that is set forth in the Class Notice, by the deadline that is defined above.
26. If a class member or other person wants to object to the proposed class action settlement, he or she may do so by stating the objection in writing and filing it with the Court no later

than the deadline that is defined above. Service of the objection should also be made to counsel for the Parties.

27. A Settlement Hearing shall be held before this Court on _____, 2026, at _____, for one hour, to determine whether the settlement as defined by Settlement Agreement, or as modified, is fair, reasonable and adequate and should be given final approval.
28. Provided the objection is stated in writing per the protocol set forth above, any class member or other person objecting to the proposed class action settlement may be heard at the Settlement Hearing. If the above protocol for objecting has not been followed, the Court, for good cause shown, may nevertheless hear the objection.
29. At the Settlement Hearing, the Parties shall report to the Court (1) the number of persons who did not receive the mailed Class Notice; (2) the efforts taken to provide these persons with the Class Notice; (3) the number and identities of the persons who excluded themselves from the class; (4) the number and identities of the persons who made written objections that were received by counsel and the nature of these objections; and (5) any other matters as directed by the Court.
30. Class Counsel and GCU's Counsel are authorized to take all reasonable steps to obtain approval and provide for administration of the Settlement Agreement not materially inconsistent with this Order and the Settlement Agreement, including, without further approval of the Court, making minor changes to the Class Notice that they jointly deem reasonable and necessary.
31. Any disputes in the administration of the proposed settlement shall be settled by a decision rendered by Judge Nash after submissions by Plaintiffs and GCU. Payments to

Judge Nash for resolution of any such disputes will be split equally between GCU and Class Counsel. Class Counsel will not include their fees accrued concerning such disputes or their share of Judge Nash's fee for such dispute resolution in their motion to the Court for an award of attorney fees and costs.

32. Subject to final approval, Plaintiffs, class members and persons allegedly acting on behalf of class members, are preliminarily enjoined from commencing or prosecuting against GCU any action or proceeding in any court or tribunal asserting the claims that have been asserted in this lawsuit, provided, however, that this injunction shall not apply to claims of any class members who exclude themselves in a manner that complies with this Order.

33. All proceedings before this Court are stayed pending final approval of the settlement as defined by the Settlement Agreement, or otherwise approved, except as may be necessary to implement the settlement or comply with the terms of the Settlement Agreement.

34. The Court reserves the right to adjourn or continue the date of the Settlement Hearing without further notice to class members and retains jurisdiction to consider all further motions arising out of or connected with the proposed settlement. The Court may approve or modify the proposed settlement without further notice to the class members.


HONORABLE FRANCIS J. MATHEW
District Court Judge

Approved as to form:

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