

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

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.

SETTLEMENT AGREEMENT AND RELEASE OF CLAIMS

This Settlement Agreement and Release of Claims (“Agreement”) is entered into as of the last date of any signature below (“Execution Date”) by and among Kyle Salas, Vicky Islas, Stephanie Ortiz, Rhonda D. Sanchez, Jessica Sieters Martinez and Lori Sieters (“Representative Plaintiffs”), on the one hand, and Guadalupe Credit Union (“GCU” or “Defendant”), on the other hand.

RECITALS

1. **Nature of the Case:** On October 7, 2019, Representative Plaintiffs filed a class action lawsuit against GCU in the Santa Fe District Court (“the Action”). Representative Plaintiffs alleged that GCU engaged in the unauthorized practice of law with collection lawsuits GCU filed in New Mexico Magistrate Courts, 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”).
2. **No Admission of Fault:** GCU denies the material allegations in the Action and denies all liability with respect to the facts and claims alleged in the Action. Nevertheless, without admitting or conceding liability, GCU desire to settle the Action on the terms and conditions set forth in this Agreement to avoid the burden, expense, and uncertainty of continuing litigation and to put the rest all claims that were brought in the Action, which could have been brought in the Action, or in similar litigation based on the facts alleged in the Action.

3. **Class Counsel Review:** Class Counsel, as defined below, have analyzed and evaluated the merits of all claims and defenses, the risks of continued litigation and the likelihood that the Action, if not settled now, would be further protracted and will further delay relief to the proposed class. Representative Plaintiffs and Class Counsel are satisfied that the terms and conditions of the Agreement are fair, reasonably, adequate, and equitable, and that a settlement of the Action on the terms described in this Agreement is in the best interests of the proposed Settlement Class.

NOW, THEREFORE, in consideration of the covenants and agreements set forth in this Agreement, the Parties, for themselves and through their undersigned counsel, agree to the following Settlement, subject to Court approval, under the following terms and conditions.

I. DEFINITIONS

In addition to the terms defined parenthetically herein, the following definitions apply to this Agreement.

1. “Action” or “the Action” means the Action in the First Judicial District Court for the County of Santa Fe, State of New Mexico, under the caption *Kyle Salas et al. v. Guadalupe Credit Union*, No. D-101-CV-2019-02660.
2. “Class Counsel” means Treinen Law Office PC and Humphreys Law Firm PC.
3. “Class Notice” means the notice provided to the Settlement Class of the class action status and proposed settlement of the Action. The Class Notice will include a hearing date set by the Court to consider objections, if any, to the settlement and to enter the Settlement Order and Final Judgment. The Class Notice will be in substantially the form of Exhibit A.
4. “Defendant” means Guadalupe Credit Union, the defendant in the Action.
5. “Distribution Date” means no later than 14 days after Final Approval.
6. “Eligible Class Member” means a Settlement Class Member who does not exclude himself or herself from the Action.
7. “Final Approval” means that all of the following have occurred:
 - (a) The Court has entered the Settlement Order and Final Judgment;
 - (b) The Court has made its final award of attorney fees, costs, and Service Awards; and

(c) Thirty-One (31) days have passed after entry of the Settlement Order and Final Judgment by the Court without any appeals or requests for review of the Court's Settlement Order and Final Judgment being filed, or, if appeals or requests for review have been filed, the time has passed for seeking further review after orders on appeal affirming the Settlement Order and Final Judgment, or review has been denied after exhaustion of all appellate remedies.

8. "Parties" means the Representative Plaintiffs and GCU.

9. "Preliminary Approval" means the Court has entered an order substantially in the form of Exhibit B to this Agreement, preliminarily approving the terms and conditions of this Agreement, including the manner of providing Class Notice to the Settlement Class.

10. "Released Claims" means any and all claims, rights (including rights to restitution or reimbursement), demands, actions, causes of action, suits, liens, damages, attorneys fees, obligations, contracts, liabilities, agreements, costs, interest, expenses, or losses of any nature, whether known or unknown, direct or indirect, matured or unmatured, contingent or absolute, existing or potential, suspected or unsuspected, equitable or legal, and whether under federal statutory law, federal common law or federal regulation, or the statutes, constitutions, regulations, ordinances, common law, or any other law of any and all states or their subdivisions, parishes or municipalities that were alleged or asserted in the Action, as well as any claims arising out of or relating to the same nucleus of operative facts as alleged in the Action, by way of pleadings, motions, or briefs. In addition, "Released Claims" includes all claims arising, or that could arise in the future, out of any conduct or omissions occurring prior to the date of Preliminary Approval that might be attributable to GCU.

11. "Released Parties" means the GCU, along with its respective affiliates, parents, direct and indirect subsidiaries, agents, insurers, and any company or companies actually or allegedly under common control with any of them, and each of their respective predecessors, successors, past and present owners, shareholders, members, partners, past and present officers, directors, managers, employees, agents, servants, accountants, attorneys, advisors, insurers, representatives, partners, vendors, issuers, and assigns, or anyone acting on their behalf.

12. "Representative Plaintiffs" means the named plaintiffs in the Action, specifically Kyle Salas, Vicky Islas, Stephanie Ortiz, Rhonda D. Sanchez, Jessica Sieters Martinez and Lori Sieters.

13. "Service Awards" means the payment to Representative Plaintiffs for their time and effort in connection with this Action in an amount approved by the Court.

14. "Settlement Administration" means the process under the Court's supervision,

that includes, but is not limited to, the manner in which the Class Notice and the making of payments, and distributions required under this Agreement, are effectuated. The cost for Settlement Administration will be deducted from the Settlement Fund.

15. “Settlement Administrator” means a third-party settlement administrator mutually agreed on by the Parties. The Parties have agreed on American Legal Claim Services, LLC (ALCS”) serving as Settlement Administrator, but reserve the right to terminate this entity and retain another entity in the future if the Parties jointly agree to do so.

16. Except as otherwise provided in this Paragraph, “Settlement Class” means:

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.

The Settlement Class does not include GCU, any entity that has a controlling interest in GCU, and any of GCU’s current or former owners, current or former directors, officers, counsel, and their immediate families. The Settlement Class also does not include any persons who request exclusion from the Class.

There are 197 persons in the Settlement Class based on an analysis of GCU’s records. GCU has provided a Class List that identifies the Settlement Class Members.

17. “Settlement Class Members” means persons meeting the definition of the Settlement Class.

18. “Settlement Fund” means the amount of \$565,532.00 that will be paid by GCU as provided in this Agreement on account of the settlement and compromise of the Settlement Class Members’ claims Representative Plaintiffs Service Awards, and costs of Settlement Administration and Class Notice

19. “Settlement Hearing” means the hearing to be set by the Court to consider objections, if any, to the settlement and to enter the Settlement Order and Final Judgment.

20. “Settlement Order and Final Judgment” means an order and judgment substantially in the form of Exhibit C to this Agreement, entered by the Court approving this Agreement as final and binding on the Parties, Settlement Class Members, and Released Parties.

21. The plural of any defined term includes the singular, and the singular of any defined term includes the plural, as the case may be.

II. GENERAL TERMS OF SETTLEMENT

1. **Payment of the Settlement Fund.** The Settlement Fund shall be funded as follows: GCU shall pay to the Settlement Administrator \$565,532.00 by the date set by the Court in the Order Granting Preliminary Approval, with the Parties to request that this date be two weeks from the date of entry of the Order. This payment shall be GCU's total financial obligation under this Agreement, except for the amount the Court awards to Class Counsel for attorney fees and costs. This payment shall be paid to the Settlement Administrator and held in an account solely to be used to effectuate this settlement. Notwithstanding the foregoing, if the Court has not approved the Settlement Administrator by the time tender of payment is required to the Settlement Fund, then such payment shall be deposited in the trust account of GCU's counsel, to be held in such account until such time as the Settlement Administrator is approved by the Court.
 - **Payments to Settlement Class Members.** On or before the Distribution Date, GCU shall pay to each Eligible Class Member not to exceed 197, through the 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 and specifically incident and related to such collection lawsuit. The amounts to be distributed under (b) have been agreed to by the Parties and will be provided to the Settlement Administrator. If the collection lawsuit was filed against more than one person, payment under (b) will be made jointly unless acceptable arrangements are otherwise made with the Settlement Administrator. The Settlement Administrator shall provide counsel for GCU an IRS Form W-9.
2. **Class List:** GCU has already provided to Class Counsel a Class List that includes the name, phone number and full address of every member of the Settlement Class and the amount actually received by GCU from each class member specifically incident and related to a collection lawsuit filed in magistrate court where GCU was not represented by a licensed New Mexico attorney.
3. **Settlement Administration:** Settlement Administration shall occur under the Court's supervision. The Parties will engage ALCS, a third-party administrator (or another third-party settlement administrator mutually agreed on by the Parties), to provide Settlement Administration, including but not limited to making the payments to Settlement Class Members, payment of the Representative Plaintiffs Service Awards, and payment of costs of Settlement Administration and Class Notice, plus any other distributions required under

this Agreement. Costs of Settlement Administration will be paid by Defendants up to a cap of \$20,000. Any fees and costs in excess of \$20,000 will be paid solely by the Settlement Class.

4. **Payment of Attorneys Fees.** No later than 21 days after entry of the Preliminary Approval Order, Class Counsel will move the Court for an award of attorney fees and costs. If Final Approval occurs, GCU shall pay to Class Counsel the total amount approved by the Court, in full and complete satisfaction of compensation for attorney fees and costs. In the event of an award of attorney fees and/or costs, Plaintiffs' counsel shall provide counsel for GCU an IRS Form W-9.
5. **Payment of Representative Plaintiffs Service Awards.** Subject to Court approval, the six (6) Representative Plaintiffs may request an amount not to exceed \$5,000. If Final Approval occurs, Settlement Administrator shall pay from the Settlement Fund to Class Counsel the Representative Plaintiffs Service Awards, in the manner and at the time set forth in Paragraph V(2).
6. **No Reversion to Defendant.** Any remainder left in the Settlement Fund after all other distributions have been made will be distributed by the Settlement Administrator to a cy pres recipient with no reversion to GCU.
7. **Cy Pres.** The Parties agree that the cy pres recipient should be New Mexico Center on Law and Poverty.

III. INJUNCTIVE RELIEF

Injunctive Relief: GCU shall be enjoined 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 that GCU believes in good faith to be in good standing with the New Mexico State Bar. This injunctive relief shall be part of the Settlement Order and Final Judgment. Nothing in this provision shall prevent GCU from pursuing lawsuits in the future against persons when GCU is represented by a licensed New Mexico attorney.

IV. SETTLEMENT APPROVAL AND CLASS NOTICE

1. **Preliminary Approval.** Within two weeks of the Execution Date, the Representative Plaintiffs will move for an order in the form of Exhibit B ("Preliminary Approval Order"), which, among other things, provisionally certifies the Settlement Class for settlement purposes only; appoints Representative Plaintiffs as the representative of the Settlement Class; appoints Class Counsel as counsel for the Settlement Class; approves the Settlement

Administrator selected by the Parties; grants the Court's Preliminary Approval of this Agreement; approves the form of Class Notice, which will be substantially in the form of Exhibit A; and sets a Settlement Hearing date to consider objections, if any, to the settlement and to enter the Settlement Order and Final Judgment.

2. **Class Notice.** The Parties will request that the Preliminary Approval Order direct that, within 21 days of entry of the Preliminary Approval Order, the Settlement Administrator shall provide Class Notice of the provisional class certification and proposed settlement to all Settlement Class Members. Notice shall be provided in both English and Spanish.
3. **Returned Mail.** Class Notices will be remailed if notice for any class member is returned by the United States Postal Service ("USPS"), either to the forwarding address provided by USPS or to a new address obtained via skip trace, with the opt out and objection deadline to stay the same. If the Notice is returned 30 days after the initial mailing, no remailing will be required. Only one remailing shall be required and none shall be required if the USPS provides no forwarding address and skip tracing does not turn up an address. The Settlement Administrator shall handle all mailing and remailing and all skip tracing. Any amounts left in the class fund due to failure to deliver Notice, despite the above notice plan, will revert to the cy pres fund.
4. **Submission of Exclusion Requests or Objections.** Representative Plaintiffs will request that the Preliminary Approval Order direct that Settlement Class Members be allowed 60 days after the date established by the Court for the Settlement Administrator to provide Class Notice as set forth in Paragraph IV(2) above to request exclusion from the Settlement Class or to submit objections to the proposed Settlement. The Class Notice described in Paragraph IV(2) above shall direct that exclusion requests, if any, be sent to the Settlement Administrator, which will provide periodic updates on exclusion requests to GCU's counsel and Class Counsel. The Class Notice described in Paragraph IV(2) above shall direct that objections, if any, be sent to Class Counsel, who shall file copies with the Court. Any re-sending of Class Notice shall not extend the time for a Settlement Class Member to request exclusion or submit objections.
5. **Entry of Final Judgment.** Representative Plaintiffs will request that the Court: (a) grant Final Approval and (b) enter judgment in accordance with this Agreement, in the form of Exhibit C, approving the Agreement as fair, reasonable, and adequate, and binding on all Settlement Class Members who have not excluded themselves, ordering that the Claim Payments be paid to Eligible Class Members, ordering that attorney fees and costs, and the Representative Plaintiffs Service Awards, be paid in the amounts approved by the Court, approving the form and manner of Class Notice provided, ordering that any remainder left in the Settlement Fund be distributed to the cy pres recipient with no reversion to GCU, dismissing the Action with prejudice, and barring Settlement Class Members from bringing claims within the scope of the Released Claims.

6. **Reporting on injunctive relief:** Within 10 days of entry Settlement Order and Final Judgment, GCU shall file with the Court an affidavit signed by a person of appropriate authority, with the name and title of the person identified in the affidavit, verifying that all the actions required by the injunctive relief stated above have been completed and fully implemented.

V. ADMINISTRATION AND DISTRIBUTION OF PAYMENTS

1. **Responsibility for Distributions.** The Settlement Administrator will be responsible for making all distributions required under this Agreement. The Settlement Administrator will have authority to make all decisions reasonably necessary for the orderly implementation and administration of this Agreement and the distribution of all payments prescribed in this Agreement. The Settlement Administrator shall have no liability for any Settlement Administration decision made in good faith and not inconsistent with the express terms of this Agreement.
2. **Distribution of Representative Plaintiffs Service Awards.** No later than 14 days after entry of the Settlement Order and Final Judgment, the Settlement Administrator shall distribute from the Settlement Fund the Representative Plaintiffs Service Awards, in the amount approved by the Court, by checks or wire transfers as directed by Class Counsel.
3. **Eligibility for Distribution.** To be eligible for distribution pursuant to this Agreement, Settlement Class Members are not required to do anything other than not exclude themselves.
4. **Notification to GCU Counsel and Class Counsel.** No later than 30 days after Final Approval, the Settlement Administrator shall provide GCU and Class Counsel with (i) the names and addresses of Eligible Class Members and the Payment payable to each Eligible Class Members, and (ii) the names and addresses of Eligible Class Members who excluded themselves. The Settlement Administrator may provide this information in such form or media as GCU and Class Counsel reasonably agree, subject to approval by the Settlement Administrator.
5. **Manner of Distribution.** The Settlement Administrator shall make the payments required to Eligible Class Members by check on or before the Distribution Date. The Settlement Administrator shall not have any obligation to re-mail any check returned after a payment in accordance with this Paragraph. Checks issued pursuant to this Paragraph shall remain valid for 60 days after issuance, and shall recite that limitation on

the face of the check. The value of any Payments remaining uncashed after 60 days will be paid to the Court approved cy pres recipient.

6. **Notification to Eligible Claimants.** At the time of payment by check, Eligible Class Members will be notified that the check represents their payment under this Agreement. The determination of the payment amount is final and not subject to challenge by the Eligible Class Member to whom the check is sent.
7. **Distribution to Heirs of Deceased Eligible Class Members.** If an Eligible Class Member is deceased, payment of the amount due to that Eligible Class Member shall be made to any heir, or, if multiple heirs, to each heir, or to the Estate of the deceased Eligible Class Member, upon acceptable proof of eligibility. Acceptable proof of eligibility may include providing a copy of the Death Certificate, along with either court documents that establish the Estate or decide the heirs, or if no such documents exist and no Estate was established, or the Estate proceedings have been completed, an affidavit that states the identities of the heirs and the respective percentage due to each heir.

VI. RELEASES

1. **Sole and Exclusive Remedy.** This Settlement shall be the sole and exclusive remedy for any and all Released Claims against the Released Parties. Each Eligible Class Member (including anyone claiming by or through him or her) shall be barred from initiating, asserting, or prosecuting the Released Claims.
2. **Class Release to GCU.** Effective upon Final Approval, the Representative Plaintiffs, for herself and as representatives of the Settlement Class, and on behalf of each Settlement Class Member who did not exclude himself or herself from the Action, and each of their respective agents, successors, heirs, assigns, and any other person who can claim by or through the Representative Plaintiffs or the Eligible Class Members in any manner, shall have fully, finally, and forever irrevocably released, relinquished, and forever discharged with prejudice all Released Claims against the Released Parties.
3. **Individual Release by Representative Plaintiffs.** Effective upon Final Approval, the Representative Plaintiffs, for himself or herself and on behalf of his or her respective agents, successors, heirs, assigns, and any other person who can claim by or through them in any manner, shall have fully, finally and forever irrevocably released, relinquished and forever discharged with prejudice all Released Claims against the Released Parties as defined in Article I (Definitions) herein.

4. **Effect of Releases.** With respect to any and all Released Claims, the Parties stipulate and agree that upon Final Approval, the Representative Plaintiffs and eligible Class Members, for themselves and on behalf of their respective parents, affiliates, directors, officers, employees, owners, shareholders, members, partners, agents, successors, heirs, assigns, and any other person who can claim by or through each or any of them, shall expressly waive, and each Eligible Class Member and each Eligible Class Members' respective agents, successors, heirs, assigns, and any other person who can claim by or through each or any of them, in any manner, shall be deemed to have waived, and by operation of the judgment of the Court, shall have expressly waived, any and all claims, rights, or benefits they may have under and any federal or state law, right, rule, or legal principle that may be applicable. The Parties agree and acknowledge that this waiver is an essential term of this Agreement.

VII. MISCELLANEOUS PROVISIONS

1. **Settlement Purpose of Agreement.** This Agreement is for settlement purposes only, and neither the fact of, nor any provision contained in this Agreement or its attachments, nor any action taken hereunder shall constitute, be construed as, or be admissible in evidence as, any admission of the validity of any claim, defense or any fact alleged by any of the Parties in the Action or in any other pending or subsequently filed action or of any wrongdoing, fault, violation of law, or liability of any kind on the part of any Party, or admission by any Party of any claim, defense or allegation made in the Action or any other action, nor as an admission by any of GCU, Representative Plaintiffs, or Settlement Class Members of the validity of any fact or defense asserted against them in the Action or any other action. If the Court should for any reason fail to approve this Agreement in the form substantially agreed to by the Parties, decline to enter the Settlement Order and Final Judgment in the form of Exhibit C without material modification, or impose any condition to approval of the settlement to which the Parties do not consent, or if the Settlement Order and Final Judgment is reversed or rendered void, then (a) this Agreement shall be considered null and void, (b) neither this Agreement nor any of the related negotiations shall be of any force or effect, and (c) all Parties to this Agreement shall stand in the same position, without prejudice, as if the Agreement had been neither entered into nor filed with the Court. Invalidation of any material portion of this Agreement shall invalidate this Agreement in its entirety unless the Parties agree in writing that the remaining provisions shall remain in full force and effect. If this Agreement terminates or is nullified, the provisional class certification in Exhibit B shall be vacated by its terms, and the Action shall revert to the status that existed before the initial date of settlement between the Parties. Upon nullification of this Agreement, Representative Plaintiffs shall be free to pursue any claims available to him or her, and GCU shall be free to assert any defenses available to it. Nothing in this Agreement shall be argued or deemed to estop any Party from the assertion of such claims or defenses. In the event the Court should for any reason fail to approve this Agreement in the form agreed to by the Parties, decline to enter the Settlement Order and Final Judgment in substantially the

form of Exhibit C, or impose any condition to approval of the settlement to which the Parties do not consent, or if the Settlement Order and Final Judgment is reversed or rendered void, the Parties will negotiate in good faith to address the issues raised by said events, including via mediation with Judge Nan Nash (retired) (“Judge Nash”).

2. **Cooperation.** The Parties and their counsel will cooperate fully in the process of seeking settlement approval. Class Counsel warrant and agree they will take all steps necessary to obtain and implement Final Approval of this Agreement, to defend the Settlement Order and Final Judgment through all stages of any appeals that may be taken (regardless of who prosecutes the appeal), to give Released Parties full and final peace from further prosecution of the Released Claims, and to give the Settlement Class Members the benefits they enjoy under this Agreement. Any disputes in the administration of this settlement shall be settled by a decision rendered by Judge Nash after submissions. 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.

3. **Governing Law.** This Agreement is intended to and shall be governed by the laws of the State of New Mexico, without regard to its rules regarding conflict of laws.

4. **Entire Agreement.** The terms and conditions set forth in this Agreement constitute the complete and exclusive statement of the agreement between the Parties relating to the subject matter of this Agreement, superseding all previous negotiations and understandings, whether oral or in writing, express or implied, and may not be contradicted by evidence of any prior or contemporaneous agreement. Any modification of the Agreement that may adversely affect Settlement Class Members’ substantive rights must be in writing and signed by Representative Plaintiffs, GCU and their respective counsel; any other modification of the Agreement must be in writing and signed by Class Counsel and GCU’s counsel.

5. **Construction of Agreement.** The determination of the terms of, and the drafting of, this Agreement has been by mutual agreement after extensive negotiation, with consideration by and participation of counsel for all Parties. The Agreement shall be construed according to the fair intent of the language taken as a whole, and not for or against any Party.

6. **Binding Effect.** This Agreement shall be binding upon and inure to the benefit of the Parties hereto and their respective heirs, successors, and assigns.

7. **Waiver.** The waiver by one Party of any provision or breach of this Agreement shall not be deemed a waiver of any other provision or breach of this Agreement.

8. **Effectiveness of Agreement; Counterparts.** This Agreement shall become effective upon the last date of its execution by all of the persons for whom signature spaces have been provided below. The Parties and their counsel may execute this Agreement in counterparts (any one or all of which may be fax or PDF/electronic copies), and execution in counterparts shall have the same force and effect as if all signatories had signed the same document.

9. **Continuing Jurisdiction.** The Court shall retain exclusive and continuing jurisdiction over this Agreement and over all Parties and Settlement Class Members to interpret, effectuate, enforce, and implement this Agreement. The Court shall have exclusive jurisdiction to resolve any disputes involving this Agreement, subject to the dispute resolution mechanism set forth in Paragraph VII (2).

10. **Authority.** Each individual signing this Agreement represents and warrants that he or she has the authority to sign on behalf of the Party for which that individual signs.

11. **Assignment; Third Party Beneficiaries.** None of the rights, commitments, or obligations recognized under this Agreement may be assigned by any member of the Settlement Class without the express written consent of the other Parties. The representations, warranties, covenants, and agreements contained in this Agreement are for the sole benefit of the Parties and shall not be construed to confer any right or to afford any remedy to any other person.

12. **Calculation of Time.** All time listed in this Agreement is in calendar days. Time is calculated by (a) excluding the day of the event that triggers the period; (b) counting every day, including intermediate Saturdays, Sundays, and legal holidays; and (c) including the last day of the period, but if the last day is a Saturday, Sunday, or legal holiday, the period continues to run until the end of the next day that is not a Saturday, Sunday, or legal holiday.

IN WITNESS HEREOF the undersigned, being duly authorized, have caused this Agreement to be executed on the dates shown below.

AGREED TO AND ACCEPTED:

KYLE SALAS

*Individually and as Representative Plaintiff for the
Settlement Class*

Signature: _____
Kyle Salas

Dated: _____

VICKY ISLAS

*Individually and as Representative Plaintiff for the
Settlement Class*

Signature: _____
Vicky Islas

Dated: _____

STEPHANIE ORTIZ

*Individually and as Representative Plaintiff for the
Settlement Class*

Signature: _____
Stephanie Ortiz

Dated: _____

RHONDA D. SANCHEZ

*Individually and as Representative Plaintiff for the
Settlement Class*

Signature: _____
Rhonda D. Sanchez

Dated: _____

JESSICA SIETERS MARTINEZ

*Individually and as Representative Plaintiff for the
Settlement Class*

Signature: _____

Jessica Sieters Martinez

Dated: _____

LORI SIETERS

*Individually and as Representative Plaintiff for the
Settlement Class*

Signature: _____

Lori Sieters

Dated: _____

TREINEN LAW OFFICE PC

*Attorneys for Representative Plaintiffs and Proposed
Settlement Class*

Dated: 07/23/2026

By: /s/ Rob Treinen

Rob Treinen
500 Tijeras Ave NW
Albuquerque, New Mexico 87102
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HUMPHREYS LAW FIRM, P.C.
*Attorneys for Representative Plaintiffs and Proposed
Settlement Class*

Dated: 07/23/2026

By: /s/ Robert David Humphreys

David Humphreys
1701 Old Pecos Trail, Suite B
Santa Fe, New Mexico 87505
(505) 395-0042
david@nmconsumerlaw.com

GUADALUPE CREDIT UNION

Signature: _____

Printed Name: _____

Title: _____

Dated: _____

SUTIN THAYER & BROWNE APC
Attorneys for Guadalupe Credit Union

By: _____

Stevan Douglas Looney
PO Box 1945
Albuquerque, New Mexico 87103
(505) 883-2500
sdl@sutinfirm.com

Dated: _____