

Long-Form Notice

**UNITED STATES DISTRICT COURT
WESTERN DISTRICT OF MISSOURI WESTERN DIVISION**

**This is a notice of a settlement of a class action lawsuit.
This is not a notice of a lawsuit against you.**

If Summa Media, LLC, Farha Roofing, LLC, or Farha Roofing KC, LLC, delivered at least two text messages to your cellular telephone number, which you use as a residential telephone number, from September 13, 2019 through October 16, 2024, you may be entitled to compensation as a result of a settlement in the class action lawsuit captioned:

Brianna Ford v. Farha Roofing, LLC et al., Case No. 4:23-cv-00635 (W.D. Mo.)

**A federal court authorized this notice.
This is not a solicitation from a lawyer.**

**Please read this notice carefully.
It explains your rights and options to participate in a class action settlement.**

- Brianna Ford sued Farha Roofing, LLC (“Farha Roofing”), Farha Roofing KC, LLC (“Farha KC”) (Farha Roofing and Farha KC are collectively, “Farha”), and Summa Media, LLC (“Summa”) (collectively with Farha, the “Defendants”), alleging (1) that Defendants delivered non-emergency advertising and marketing text messages to cellular telephone numbers without having obtained prior express written consent to do so, in violation of the Telephone Consumer Protection Act (“TCPA”), 47 U.S.C. § 227, and (2) that Defendants delivered non-emergency advertising and marketing text messages to cellular telephone numbers without disclosing all necessary information regarding the senders of those text messages, in violation of the TCPA.
- A settlement will result in a \$250,000 fund to fully settle and release claims of persons throughout the United States (1) to whom Summa Media, LLC, Farha Roofing, LLC, or Farha Roofing KC, LLC delivered, or caused to be delivered, more than one text message within a 12-month period, promoting Farha Roofing, LLC’s or Farha Roofing KC, LLC’s or their business partners’ goods or services, (2) from September 13, 2019 to October 16, 2024, and (3) whose residential telephone number is included in the Settlement Class Data.
- The settlement fund will be used to pay settlement amounts to class members who elect to participate, after deducting the costs of settlement notice and administration, attorneys’ fees, costs, and litigation expenses, and an incentive award to Ms. Ford.
- Your legal rights are affected, and you now have a choice to make:

SUBMIT A TIMELY CLAIM FORM:	If you submit a valid claim form by June 13, 2025, you will receive a proportionate (pro rata) share of the settlement fund, after deductions, and you will release claims you may have against Defendants related to this case.
DO NOTHING:	If you do nothing, you will <u>not</u> receive a share of the settlement fund, but if you are a class member you will release claims you may have against Defendants related to this case.
EXCLUDE YOURSELF:	If you exclude yourself from the settlement, you will <u>not</u> receive a share of the settlement fund, and you will <u>not</u> release any claims you have against Defendants. The deadline for excluding yourself is June 13, 2025.
OBJECT:	Write to the Court about why you do not like the settlement. The deadline to object is June 13, 2025.

Why is this notice available?

This is a notice of a proposed settlement in a class action lawsuit. The settlement, if it becomes final, will resolve the lawsuit Ms. Ford filed against Defendants. Please read this notice carefully. It explains the lawsuit, the settlement, and your legal rights, including the process for receiving a settlement check, excluding yourself from the settlement, or objecting to the settlement.

What is this lawsuit about?

Ms. Ford sued Defendants, alleging (1) that Defendants delivered non-emergency advertising and marketing text messages to cellular telephone numbers without having obtained prior express written consent to do so, in violation of the TCPA, and (2) that Defendants delivered non-emergency advertising and marketing text messages to cellular telephone numbers without disclosing all necessary information regarding the senders of those text messages, in violation of the TCPA. Defendants deny the allegations and deny that they violated the TCPA. The Court did not decide who is right or wrong. The parties have agreed to a settlement.

Why is this a class action?

In a class action, one or more people called “class representatives” file a lawsuit on behalf of people who have similar claims. All of these people together are a “class” or are “class members.” The Court accordingly resolves claims for all class members, except for those who exclude themselves from the class.

Why is there a settlement?

Ms. Ford, on the one hand, and Defendants, on the other, have agreed to settle the lawsuit to avoid the time, risk, and expense associated with it, and to achieve a final resolution of the disputed claims. The proposed settlement was reached after Ms. Ford and Defendants litigated this matter for over a year, and after they attended a mediation with Judge David Jones. Under the settlement, class members will obtain a payment in settlement of the claims Ms. Ford raised in the lawsuit. Ms. Ford and her attorneys think the settlement is fair and reasonable.

How do you know if your claims are included in the settlement?

The settlement resolves claims on behalf of the following class:

All persons throughout the United States (1) to whom Summa Media, LLC, Farha Roofing, LLC, or Farha Roofing KC, LLC delivered, or caused to be delivered, more than one text message within a 12-month period, promoting Farha Roofing, LLC’s or Farha Roofing KC, LLC’s or their business partners’ goods or services, (2) from September 13, 2019 to October 16, 2024, and (3) whose residential telephone number is included in the Settlement Class Data.

What does the settlement provide?

Defendants will establish a settlement fund in the amount of \$250,000 to compensate members of the class. Out of the settlement fund will be paid:

- a. Settlement compensation to class members;
- b. Notice and administration costs not to exceed \$30,000;
- c. An award of attorneys’ fees not to exceed one-third of the settlement fund, subject to the Court’s approval;
- d. Costs and expenses incurred litigating the claims in this matter not to exceed \$8,000, subject to the Court’s approval; and
- e. An incentive award to Ms. Ford not to exceed \$10,000, subject to the Court’s approval.

Each class member who submits a timely and valid claim form will be entitled, subject to the provisions of the settlement agreement, to his or her equal share of the \$250,000 settlement fund as it exists *after* deducting:

- a. Notice and administration costs;
- b. An award of attorneys' fees;
- c. Costs and expenses incurred litigating the claims in this matter; and
- d. Any incentive award to Ms. Ford.

It is estimated that each participating class member will receive between \$250 and \$500. The actual amount each participating class member will receive may be more or less depending on the number of class members who submit timely, valid claims.

How can you get a payment?

You must mail a valid claim form to: Ford v. Farha Roofing, LLC, c/o CPT Group, Inc., 50 Corporate Park, Irvine, CA 92606 postmarked by June 13, 2025. Alternatively, you must submit a valid claim through www.FordTCPASettlement.com by June 13, 2025. You do not need to submit a claim form via both methods. Submitting claim forms via both methods *will not* lead to multiple payments.

When will you be paid?

If the Court grants final approval of the settlement, settlement checks will be mailed to class members who timely mailed or submitted valid claim forms no later than 30 days after the judgment in the lawsuit becomes final. If there is an appeal of the settlement, payment may be delayed.

What rights are you giving up in this settlement?

If you fall within the class, and unless you exclude yourself from the settlement, you will give up your right to sue or continue a lawsuit against Defendants over the released claims. Giving up your legal claims is called a release. Unless you formally exclude yourself from the settlement, you will release your claims against Defendants.

For more information on the release, released parties, and released claims, you may obtain a copy of the class action settlement agreement on the settlement website, www.FordTCPASettlement.com, or from the Clerk of the United States District Court for the Western District of Missouri.

How can you exclude yourself from the settlement?

You may exclude yourself from the settlement, in which case you will not receive a payment. If you wish to exclude yourself from the settlement, you must mail a written request for exclusion to the claims administrator at the following address, postmarked by **June 13, 2025**:

**Ford v. Farha Roofing, LLC
c/o CPT Group, Inc.
50 Corporate Park
Irvine, CA 92606**

You must include in your request for exclusion your:

- a. Full name;
- b. Address;
- c. Telephone number to which Defendants delivered the subject text message(s), demonstrating that you could be a member of the class; and
- d. A clear and unambiguous statement that you wish to be excluded from the settlement, such as "I request to be excluded from the settlement in the Ford v. Farha Roofing action."

You must sign the request personally. If any person signs on your behalf, that person must attach a copy of the power of attorney authorizing that signature.

When and where will the Court decide whether to approve the settlement?

The Court will hold a final fairness hearing on **July 22, 2025**, at **10:00 a.m. CST**. The hearing will take place in the United States District Court for the Western District of Missouri, 400 E. 9th Street, Kansas City, MO 64106. At the final fairness hearing the Court will consider whether the settlement is fair, reasonable, and adequate and, if so, whether final approval of the settlement should be granted. The Court will hear objections to the settlement, if any. The Court may make a decision at that time, postpone a decision, or continue the hearing to a later date.

Do you have to attend the hearing?

No, there is no requirement that you attend the hearing. However, you are welcome to attend the hearing at your own expense. You cannot speak at the hearing if you have excluded yourself from the class settlement because the settlement no longer affects your legal rights.

What if you want to object to the settlement?

If you do not exclude yourself from the settlement, you can object to the settlement, or any part of it, if you do not believe it is fair, reasonable, and adequate. If you wish to object, you must mail a written notice of objection, postmarked by **June 13, 2025**, to class counsel, Defendants' attorneys, and to the Court, at the following addresses:

Class Counsel:

Alex D. Kruzyk
Bryan A Giribaldo
Pardell, Kruzyk & Giribaldo, PLLC
7500 Rialto Blvd. Suite 1-250 Austin,
Texas 78735

Defendants' Counsel:

Eric J. Troutman
Brittany A. Andres
Troutman Amin, LLP
400 Spectrum Center Drive,
Suite 1550
Irvine, CA 92618
For Farha

Court:

U.S. District Court for the
Western District of Missouri
400 E. 9th Street
Kansas City, MO 64106

Kersten Holzhueter
Spencer Fane LLP
1000 Walnut Street
Suite 1400
Kansas City, MO 64106
For Summa

You must include in your objection your:

- a. Full name;
- b. Address;
- c. Telephone number to which Defendants delivered the subject text message(s), demonstrating that you could be a member of the class;
- d. Identification of any documents to show that you are a member of the class or which you desire the Court to consider;
- e. A statement of your specific objection(s);
- f. A description of the facts underlying your objection(s);
- g. The grounds for your objection(s);
- h. A list of all witnesses that you intend to call by live testimony, deposition testimony, or affidavit or declaration testimony;
- i. A list of exhibits that you intend to present; and
- j. A statement noting whether you intend to appear at the final fairness hearing.

By when must you enter an appearance to object?

Any class member who objects to the settlement and wishes to enter an appearance must do so by **June 13, 2025**. To enter an appearance, you must file with the Clerk of the Court a written notice of your appearance and you must serve a copy of that notice, by U.S. Mail or hand-delivery, upon class counsel and Defendants' attorneys, at the addresses set forth below.

What if you do nothing?

If you do nothing and the Court approves the settlement agreement, you will not receive a share of the settlement fund, but you will release any claim you have against Defendants related to the allegations in this case. Unless you exclude yourself from the settlement, you will not be able to sue or continue a lawsuit against Defendants over the released claims.

What will happen if the Court does not approve the settlement?

If the Court does not finally approve the settlement or if it finally approves the settlement and the approval is reversed on appeal, or if the settlement does not become final for some other reason, you will receive no benefits from this settlement and the lawsuit will continue.

Who are Ms. Ford's attorneys?

Ms. Ford's attorneys are:

Alex D. Kruzyk and Bryan A Giribaldo
Pardell, Kruzyk & Giribaldo, PLLC
7500 Rialto Blvd. Suite 1-250
Austin, Texas 78735

The Court has appointed Ms. Ford's attorneys to act as class counsel. You do not have to pay class counsel. If you want to be represented by your own lawyer, and have that lawyer appear in Court for you in this case, you must hire one at your own expense.

Who are Defendants' attorneys?

Farha's attorneys are:

Eric J. Troutman and Brittany A. Andres
Troutman Amin, LLP
400 Spectrum Center Drive
Suite 1550
Irvine, CA 92618

Summa's attorney is:

Kersten Holzhueter
Spencer Fane LLP
1000 Walnut Street
Suite 1400
Kansas City, MO 64106

Before what Court is this matter pending?

Ms. Ford filed her class action lawsuit in the following Court:

U.S. District Court for the Western District of Missouri
400 E. 9th Street
Kansas City, MO 64106

Where can you get additional information?

This notice is only a summary of the settlement. All documents filed with the Court, including the full class action settlement agreement, may be reviewed or copied at the United States District Court for the Western District of Missouri. In addition, pertinent case materials, including the settlement agreement, are available at the settlement web site, www.FordTCPASettlement.com.

If you would like additional information about this matter, please contact:

Ford v. Farha Roofing, LLC
c/o CPT Group, Inc.
50 Corporate Park
Irvine, CA 92606
Telephone: 1-888-497-8916
Email: FordTCPASettlement@cptgroup.com

Please do not call the Judge about this case. Neither the Judge nor the Clerk of Court will be able to give you advice about this case. Furthermore, neither Defendants nor Defendants' attorneys represent you, and they cannot give you legal advice.