

**If You Received Text Messages Sent by Roy Meshel Promoting KS Statebank’s Mortgage Loan Product or Interest Rates, You May Be Entitled to a Payment from a Class Action Settlement.**

*A federal court authorized this Notice. You are not being sued. This is not a solicitation from a lawyer.*

- A settlement has been reached in a class action lawsuit concerning claims alleging that KS Statebank Corporation caused automated marketing text messages to be sent to wireless telephone numbers without the express written consent of the recipients in violation of the Telephone Consumer Protection Act, 47 U.S.C. § 227 (“TCPA”). Defendant denies the allegations in the Lawsuit, and the Court has not decided who is right.
- The Settlement offers payments to all Settlement Class Members who do not opt out of the Settlement.
- **Your legal rights are affected whether you act or do not act. Read this Notice carefully.**
- Capitalized terms herein have the same meanings as those defined in the Settlement Agreement, a copy of which may be found online on the Settlement Website.

<b>YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT</b>	
<b>NO CLAIM IS REQUIRED TO RECEIVE PAYMENT</b>	If you are a member of the Settlement Class, you do not have to do anything to receive a Settlement Payment. If the Court approves the Settlement and it becomes final and effective, and you remain in the Settlement Class, you will automatically receive your payment by check.
<b>EXCLUDE YOURSELF</b>	You may request to be excluded (or opt out) from the Settlement. If you opt out, you will receive no benefits from the Settlement.
<b>OBJECT</b>	Write to the Court if you do not like the
<b>GO TO A HEARING</b>	Ask to speak in court about the fairness
<b>DO NOTHING</b>	You will automatically be mailed a Settlement Payment by check.

- These rights and options—**and the deadlines to exercise them**—are explained in this Notice.
- The Court in charge of this case still has to decide whether to approve the Settlement. Settlement Payments will be distributed automatically once the Court approves the Settlement, and after any appeals are resolved. Please be patient.

**QUESTIONS? CALL 1-855-654-0007 OR VISIT  
www.SalibaTCPASettlement.com**

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## BASIC INFORMATION

### 1. Why is there a Notice?

A court authorized this Notice because you have a right to know about a proposed settlement of a class action lawsuit known as *Ricci Saliba v. KS Statebank Corporation* and about all of your options before the Court decides whether to give Final Approval to the Settlement. This Notice explains the lawsuit, the Settlement, and your legal rights.

The person who sued, Ricci Saliba, is called the “Plaintiff.” KS Statebank Corporation is called the “Defendant.”

### 2. What is this litigation about?

The Lawsuit alleges that automated marketing text messages regarding Defendant’s mortgage loan products were sent to Plaintiff and Settlement Class Members’ wireless telephone numbers without prior express written consent in violation of the Telephone Consumer Protection Act 47 U.S.C. § 227 and seeks actual and statutory damages under the TCPA on behalf of the named Plaintiff and a class of all individuals in the United States.

Defendant claims they complied with all applicable laws. They deny every allegation of wrongdoing, liability, and damages that were or could have been asserted in the litigation. They also deny that the claims in the litigation would be appropriate for class treatment if the litigation were to proceed through trial.

Because the Parties settled the case, the Court has not decided who is right.

The Plaintiff’s Complaint, Settlement Agreement, and other case-related documents are posted on the Settlement Website, [www.SalibaTCPASettlement.com](http://www.SalibaTCPASettlement.com). The Settlement resolves the Lawsuit.

### 3. What is the Telephone Consumer Protection Act?

The Telephone Consumer Protection Act (commonly referred to as the “TCPA”) is a federal law that restricts telephone solicitations and the use of automated telephone equipment.

### 4. Why is this a class action?

In a class action, one person called the “Class Representative” (in this case, Ricci Saliba) sues on behalf of herself and other people with similar claims.

All of the people who have claims similar to the Plaintiff’s claims are members of the Settlement Class, except for those who exclude themselves from the class.

### 5. Why is there a settlement?

The Court has not found in favor of either Plaintiff or Defendant. Instead, both sides have agreed to a settlement. By agreeing to the Settlement, the Parties avoid the costs and uncertainty of a trial, and if the Settlement is approved by the Court, Settlement Class Members will receive the benefits described in this Notice. Defendant denies all liability in this case. Plaintiff and her lawyers think the proposed Settlement is best for everyone who is affected.

## WHO IS PART OF THE SETTLEMENT

### 6. Who is included in the Settlement?

You received this email because Defendants’ records show that you may be a Settlement Class Member. The Settlement includes any person who received a text message from Roy Meshel advertising Defendant’s mortgage loan products from March 10, 2016, through May 25, 2021.

**QUESTIONS? CALL 1-855-654-0007 OR VISIT  
[www.SalibaTCPASettlement.com](http://www.SalibaTCPASettlement.com)**

## 7. What if I am not sure whether I am included in the Settlement?

If you are not sure whether you are in the Settlement Class or have any other questions about the Settlement, visit the Settlement Website at [SalibaTCPASettlement.com](http://SalibaTCPASettlement.com) or call the toll-free number, 1-855-654-0007. You also may send questions to the Settlement Administrator at TCPA – KS Statebank Settlement, P.O. Box 5475, Portland, OR 97228-5475.

## THE SETTLEMENT BENEFITS

## 8. What does the Settlement provide?

Defendants have agreed to pay \$775,000.00 to create a cash Settlement Fund. The Settlement Fund will be used to pay all Settlement Costs, an attorneys' fee award, and a Service Award to the Class Representative. The remaining Net Settlement Fund shall be distributed as cash payments to Settlement Class Members who do not opt out of the Settlement. The cash payments will be distributed on a per text message basis to Settlement Class Members. Class Counsel anticipates that Settlement Fund Payments will be approximately \$198 per text message, less attorneys' fees and costs, Plaintiff's Incentive Award, and the costs associated with notice and administration.

## 9. Do I need to file a Claim?

You do not have to file a claim to receive a Settlement Fund Payment. Unless you opt out of the Settlement, you will be automatically mailed a Settlement Fund Payment in the form of a check.

## 10. When will I receive my payment?

Payments to Settlement Class Members will be made only after the Court grants Final Approval to the Settlement and after any appeals are resolved (*see* "Final Approval Hearing" below). If there are appeals, resolving them can take time. Please be patient.

## EXCLUDING YOURSELF FROM THE SETTLEMENT

## 11. How do I get out of the Settlement?

If you do not want benefits from the Settlement, and you want to keep the right to sue or continue to sue Defendants on your own about the legal issues in this case, then you must take steps to get out of the Settlement. This is called excluding yourself—or it is sometimes referred to as opting out of the Settlement Class. To exclude yourself from the Settlement, you must send a timely letter by mail to

**TCPA – KS Statebank Settlement  
P.O. Box 5475  
Portland, OR 97228-5475**

Opt-out requests must (i) be signed by the person in the Settlement Class who is requesting exclusion; (ii) include the full name and address of the person in the Settlement Class requesting exclusion; (iii) include the mobile telephone number on which the person seeking exclusion received the call or calls associated with the request for exclusion; and (iv) include a statement similar to the following: "I request to be excluded from the Settlement in the KS Statebank TCPA action and waive all rights to the benefits of the Settlement." No opt-out request will be valid unless all of the information described above is included. No person in the Settlement Class, or any person acting on behalf of or in concert or participation with that person in the Settlement Class, may exclude any other Settlement Class Member from the Settlement Class.

There is also an optional opt-out form you can use that is available on the Settlement Website.

Your exclusion request must be mailed so that it is received no later than **September 6, 2021**. You cannot ask by phone, email, or on the Settlement Website to be excluded.

You may not request to exclude someone else from the Settlement Class.

**QUESTIONS? CALL 1-855-654-0007 OR VISIT  
[www.SalibaTCPASettlement.com](http://www.SalibaTCPASettlement.com)**

## **12. If I do not exclude myself, can I sue Defendants for the same thing later?**

No. Unless you exclude yourself, you give up the right to sue Defendant for the claims that the Settlement resolves. You must exclude yourself from this Settlement Class in order to pursue your own lawsuit.

## **13. What am I giving up to stay in the Settlement Class?**

Unless you opt out of the Settlement, you cannot sue or be part of any other lawsuit against Defendant about the issues in this case, including any existing litigation, arbitration, or proceeding. Unless you exclude yourself, all of the decisions and judgments by the Court will bind you. Specifically, if you do not exclude yourself from this Settlement Class you are agreeing to the following release:

Upon the Effective Date of the Settlement, and with the exception of the contractual rights and obligations independently created by this Agreement, the Releasing Parties shall automatically be deemed to have fully and irrevocably released and forever discharged Defendant KS StateBank Corp. a/k/a KS StateBank and all of its current and former employees, agents, representatives, vendors, contractors and subcontractors, consultants, third-party service providers, telephone messaging service providers, indemnitees, parent companies including Manhattan Banking Corporation, a Kansas corporation, subsidiaries, affiliates, divisions, owners, managers, directors, officers, shareholders, partners, insurers, predecessors, successors, assigns, wholesalers, resellers, distributors, retailers, attorneys, and all persons or entities involved in the generation, preparation, or distribution of the Messages, or on whose behalf they were sent (collectively referred to as the "Released Parties") from the following (collectively, the "Released Claims"): any and all claims under the Telephone Consumer Protection Act, 47 U.S.C. §§ 227, et seq. (the "TCPA") that arise out of or relate to any text messages directed to or received by any Settlement Class Members by Defendant's former employee Roy Meshel, or by or on behalf of Defendant.

The Settlement Agreement is available at [www.SalibaTCPASettlement.com](http://www.SalibaTCPASettlement.com). The Settlement Agreement provides more detail regarding the Releases and describes the Released Claims with specific descriptions in necessary, accurate legal terminology, so read it carefully. You can talk to the law firms representing the Settlement Class listed in Question 15 for free, or you can, at your own expense, talk to your own lawyer if you have any questions about the Released Claims or what they mean.

## **14. If I exclude myself, can I still get a payment?**

No. You will not get a payment from the Settlement Fund if you exclude yourself from the Settlement.

### **THE LAWYERS REPRESENTING YOU**

## **15. Do I have a lawyer in the case?**

The Court has appointed the following lawyers as Class Counsel to represent all members of the Settlement Class.

Manuel S. Hiraldo, Esq.  
Hiraldo P.A.  
401 E. Las Olas Blvd., Suite 1400  
Fort Lauderdale, FL 33301

Michael L. Eisenband  
Eisenband Law PA  
515 East Las Olas Boulevard Suite 120  
Fort Lauderdale, FL 33012

Ignacio J. Hiraldo  
IJH Law  
1200 Brickell Avenue Suite 1950  
Miami, FL 33130

You will not be charged for these lawyers. If you want to be represented by another lawyer, you may hire one to appear in Court for you at your own expense.

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## 16. How will the lawyers be paid?

Class Counsel intend to request a reasonable amount for attorneys' fees plus reimbursement of reasonable, actual out-of-pocket expenses incurred in the litigation. The fees and expenses awarded by the Court will be paid out of the Settlement Fund. The Court will decide the amount of fees and expenses to award.

Class Counsel will also request a reasonable Service Award be paid from the Settlement Fund to the Class Representative for her service as representative on behalf of the whole Settlement Class.

## OBJECTING TO THE SETTLEMENT

## 17. How do I tell the Court if I do not like the Settlement?

If you are a Settlement Class Member (and do not exclude yourself from the Settlement Class), you can object to any part of the Settlement. To object, you must timely submit a letter that includes the following:

- a. the name of the Action;
- b. the objector's full name, address, current telephone number, and telephone number to which any Messages may have been sent;
- c. an explanation of the basis upon which the objector claims to be a Settlement Class Member;
- d. all grounds for the objection, accompanied by any legal support for the objection known to the objector or his counsel;
- e. the number of times in which the objector has objected to a class action settlement within the five years preceding the date that the objector files the objection, and the name, court, and case number of each case in which the objector has made such an objection;
- f. the identity of all counsel who represent the objector or may appear at the Final Approval Hearing on the objector's behalf;
- g. any and all agreements that relate to the objection or the process of objecting—whether written or oral—between objector or objector's counsel and any other person or entity;
- h. a statement confirming whether the objector intends to personally appear and/or testify at the Final Approval Hearing; and
- i. the objector's signature (an attorney's signature is not sufficient).

If you wish to object, you must file your objection with the Court (using the Court's electronic filing system or in any manner in which the Court accepts filings) **and** mail your objection to each of the following three (3) addresses. Your objection must be postmarked by **September 6, 2021**.

Clerk of the Court	Class Counsel	Defendant's Counsel
United States District Court District of Arizona - Phoenix Division Sandra Day O'Connor U.S. Courthouse, Suite 130 401 West Washington Street, SPC 1 Phoenix, AZ 85003-2118	Manuel S. Hiraldo, Esq. Hiraldo P.A. 401 E. Las Olas Blvd., Ste.1400 Fort Lauderdale, FL 33301	Devin Sreecharana, Esq. May Potenza Baran & Gillespie Chase Tower 22 <sup>nd</sup> Floor, 201 N. Central Ave., Phoenix, AZ 85004-0608

## THE FINAL APPROVAL HEARING

## 18. When and where will the Court decide whether to approve the Settlement?

The Court will hold a hearing to decide whether to approve the Settlement and any requests for fees and expenses ("Final Approval Hearing").

The Court has scheduled a Final Approval Hearing on **October 6, 2021, at 11 a.m.** at the Sandra Day O'Connor U.S. Courthouse, 401 West Washington Street, Phoenix, AZ 85003. The hearing may be moved to a different date or time without additional notice, so it is a good idea to check [SalibaTCPASettlement.com](http://SalibaTCPASettlement.com) for updates. At this hearing, the Court will consider whether the Settlement is fair, reasonable, and adequate. The Court will also consider the requests by Class Counsel for attorneys' fees and expenses and for a Service Award to the Class Representative. If there are objections, the Court will consider them at that time. After the hearing, the Court will decide whether to approve the Settlement. It is unknown how long these decisions will take.

### **19. Do I have to attend the hearing?**

No. Class Counsel will answer any questions the Court may have, but you are welcome to attend the hearing or hire a lawyer to attend at your own expense.

### **20. May I speak at the hearing?**

You may ask the Court for permission to speak at the Final Approval Hearing. To do so, your timely filed objection must include a statement of whether you intend to appear at the Final Approval Hearing (*see* Question 17 above).

You cannot speak at the hearing if you exclude yourself from the Settlement.

## **IF YOU DO NOTHING**

### **21. What happens if I do nothing at all?**

If you are a Settlement Class member and do nothing, you will get benefits from the Settlement. In other words, if you do nothing, you will automatically be mailed a Settlement Fund Payment. Further, unless you exclude yourself, you will be bound by the judgment entered by the Court.

## **GETTING MORE INFORMATION**

### **22. How do I get more information?**

This Notice summarizes the proposed Settlement. You may review the Settlement Agreement at [www.SalibaTCPASettlement.com](http://www.SalibaTCPASettlement.com). You also may write with questions to the Settlement Administrator at TCPA – KS Statebank Settlement, P.O. Box 5475, Portland, OR 97228-5475 or call the toll-free number, 1-855-654-0007.