

## EXHIBIT E – Long Form Notice to be Posted to Website

### IN THE UNITED STATES DISTRICT COURT SOUTHERN DISTRICT OF OHIO

*LaGuardia, et al. v Designer Brands, Inc. et al*, Case No. 2:20-cv-02311

## **IMPORTANT NOTICE OF CLASS ACTION SETTLEMENT**

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

### **PLEASE READ THIS NOTICE CAREFULLY**

**If you received a text message from Designer Brands, Inc. and/or DSW Shoe Warehouse, Inc. selling their products and services after you had already made a request to not receive future marketing text messages from them, you could get a payment from this class action settlement.**

- Defendants Designer Brands Inc. (“Designer Brands”) and DSW Shoe Warehouse, Inc. (“DSW”) have agreed to pay up to \$4,429,180 into a settlement fund from which eligible persons (“Settlement Class Members”) who file a valid Claim Form are expected to receive a cash award. The expected cash award is \$70 per Settlement Class Member.
- This Class Action Settlement resolves a lawsuit involving allegations that class members received marketing text messages sent by or on behalf of Designer Brands and/or DSW after making a request to Designer Brands and/or DSW to not receive future marketing text messages, in violation of the Telephone Consumer Protection Act (“TCPA”). Designer Brands and DSW deny all allegations of wrongdoing in the lawsuit. As part of the proposed settlement, Designer Brands and DSW do not admit to any wrongdoing and continue to deny the allegations against them. The Court has not decided who is correct.
- Your legal rights are affected whether you act, or do not act. Read this Notice carefully.

YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT:	
<b>SUBMIT A CLAIM FORM BY DATE [120 days after Text and Email Notices are sent]</b>	This is the only way to receive a payment. This also means you give up the right to ever be part of any other lawsuit against Designer Brands and DSW about the legal claims released in this lawsuit.
<b>EXCLUDE YOURSELF BY DATE [60 days after Text and Email Notices are sent]</b>	Get no payment. This is the only option that allows you to be part of any other lawsuit against Designer Brands and DSW about the legal claims released in this lawsuit.
<b>OBJECT BY DATE [60 days after Text and Email Notices are sent]</b>	Write to the Court explaining why you do not like the settlement and/or believe it is unfair.
<b>ATTEND A HEARING ON DATE</b>	Ask to speak in Court about the fairness of the settlement.
<b>DO NOTHING</b>	Get no payment. And you also give up the right to ever be part of any other lawsuit against Designer Brands and DSW about the legal claims released in this lawsuit.

## BASIC INFORMATION

The purpose of this Notice is to let you know that a proposed settlement has been reached in the case *LaGuardia, et al. v Designer Brands, Inc. et al.*, Case No. 2:20-cv-02311 (S.D. Ohio). You have legal rights and options that you may act on before the Court decides whether to approve the proposed Class Action Settlement. Because your legal rights will be affected by this settlement, it is extremely important that you read this Notice carefully. This Notice summarizes the settlement and your legal rights under it.

In a class action, one or more people, called class representatives, sue on behalf of people who have similar claims. All of these people are a class, or class members. One court resolves the issues for all class members, except those who exclude themselves from the class by opting out. Here, the class representatives allege that Designer Brands and/or DSW violated the TCPA by continuing to send marketing text messages to consumers' cellular telephone numbers after they had made a request to Designer Brands and/or DSW to not receive future marketing text messages from September 1, 2018 through September 1, 2024. The Court has certified a class for settlement purposes only (the "Settlement Class"). The Honorable Sarah D. Morrison of the United States District Court for the Southern District of Ohio (the "Court") oversees this class action. Designer Brands and DSW deny that they did anything wrong and deny that this lawsuit should be certified as a class action in litigation. The Court has not decided who is correct.

## THE SETTLEMENT

The Court did not decide in favor of Plaintiffs or Designer Brands and DSW regarding whether or not Designer Brands and/or DSW are liable under the TCPA. Instead, both sides agreed to a settlement of the legal claims in the complaint to avoid the cost of a trial, the risk and uncertainty of proceeding forward in the lawsuit, and to provide compensation for Settlement Class Members. The class representatives and Class Counsel believe that the proposed Class Action Settlement is in the best interests of the Settlement Class.

### WHO IS IN THE SETTLEMENT CLASS?

You are in the “Settlement Class” if, while in the United States, you were sent a marketing text message from Designer Brands and/or DSW or on their behalf to your cellular telephone number after already making a request to Designer Brands and/or DSW not to receive future marketing text messages. If you received notice regarding this via email or text message it is because your number was texted by Designer Brands and/or DSW during Class Period and therefore you may be a member of the Settlement Class. If you have questions about whether you are in the Settlement Class, you may call 1-XXX-XXX-XXXX or visit [www.xxxxxxxxxx.com](http://www.xxxxxxxxxx.com) for more information.

### THE SETTLEMENT BENEFITS – WHAT YOU GET

Designer Brands and DSW have agreed to pay up to \$4,429,180 to cover individual payments to Settlement Class Members who submit a valid Claim Form, costs associated with administration of the Class Action Settlement, attorneys’ fees, costs, and expenses awarded to Class Counsel, and a service award to each class representatives. Settlement Class Members who submit a timely claim will receive a cash payment, which is expected to be \$70. If the amount of the Settlement Fund is insufficient to pay \$70 to each Settlement Class Member who files a valid Claim Form, payments will be reduced and paid on a *pro rata* (a legal term meaning equal share) basis. In other words, your payment could decrease depending on the number of valid Claim Forms submitted by Settlement Class Members.

### HOW YOU GET A PAYMENT – SUBMITTING A CLAIM FORM

To qualify for payment, you must submit a valid Claim Form within [120 days after Text and Email Notices are sent]. There are multiple ways to submit a Claim Form. You may submit a Claim Form online by going to the Settlement Website at [www.xxxxxxxxxx.com](http://www.xxxxxxxxxx.com) and following the directions found there. A paper Claim Form is also available upon request by downloading from the settlement website or calling Settlement Administration at 1-XXX-XXX-XXXX. Read the instructions on the Claim Form carefully, fill out the form, sign it, and submit it online or mail it **postmarked** no later than [120 days after Text and Email Notices are sent].

The Court will hold a hearing on [INSERT DATE OF FINAL APPROVAL HEARING] to decide whether to approve the Class Action Settlement. If the Class Action Settlement is approved, appeals may still follow. It is always uncertain when these appeals can be resolved, and resolving them can take more than a year. No payments will be made until the Court approves the Class Action Settlement at the hearing and all appeals are final. Please be patient.

Unless you exclude yourself by opting out, you will be part of the Settlement Class and will remain a Settlement Class Member, even if you do not submit a Claim Form. That means you cannot sue, continue to sue, or be part of any other lawsuit against Designer Brands and DSW regarding any text messages received from Designer Brands and DSW during the Class Period, including, but not limited to, claims asserted in the lawsuit or arising out of the facts and circumstances asserted in the lawsuit. If the settlement

is approved and becomes final and not subject to appeal, then you and all Settlement Class Members release all “Released Claims” against all “Released Parties.” It also means that all of the Court’s orders will apply to you and legally bind you. The Settlement Agreement (available at [www.xxxxxxxxxx.com](http://www.xxxxxxxxxx.com)) describes the legal claims you are releasing (the “Released Claims”) and against whom you are releasing legal claims (“Released Parties”) in detail, so read it carefully. To summarize, the release includes, but is not limited to, TCPA claims arising out of or related to any text messages received from Designer Brands and DSW during the Class Period, September 1, 2018 through September 1, 2024.

## EXCLUDING YOURSELF FROM THE SETTLEMENT

If you do not want a payment from this settlement, but you want to keep the right to sue or continue to sue Designer Brands and DSW, then you must take steps to remove yourself from the Settlement Class. This is called excluding yourself or opting out of the Settlement Class. To exclude yourself or opt out from the Settlement Class, you must send a letter saying that you want to be excluded from the *LaGuardia, et al. v Designer Brands, Inc. et al*, Case No. 2:20-cv-02311 Class Action Settlement. You must **sign** the letter and include a statement that you wish to be excluded from this action. Please be sure to include **your name, address, and telephone number**. You must mail your exclusion request **postmarked** no later than **[60 days after Text and Email Notices are sent]** to the following address:

Designer Brands and DSW TCPA Settlement  
Exclusion Requests  
P.O. Box XXXX  
Portland, OR 97xxx-xxxx

You cannot exclude yourself or opt out of the Class Action Settlement on the phone, by text message, online, or email. If you ask to be excluded, you will not get any payment, and you cannot object to the settlement. If you ask to be excluded, you will not be legally bound by anything that happens in this lawsuit. Mass requests for exclusion are not allowed; your exclusion request or opt out must be made individually.

## THE LAWYERS REPRESENTING YOU

The Court has appointed Andrew J. Shamis and Garrett O. Berg of Shamis and Gentile, P.A.; Jeffrey Wilens of Lakeshore Law Center; Alex M. Tomasevic of Nicholas & Tomasevic, LLP; and Jeffrey P. Spencer of The Spencer Law Firm to represent you and other Settlement Class Members. These lawyers are called Class Counsel. You will not be personally charged by these lawyers. If you want to be represented by your own lawyer, you may hire one at your own expense. Class Counsel will ask the Court to approve payment of **25%** of the settlement fund not to exceed \$1,107,295 and reimbursement of costs not to exceed \$\_\_\_\_\_. This payment will compensate Class Counsel for investigating the facts, litigating the lawsuit, and negotiating the settlement. Class Counsel also will request a service award of up to **\$10,000 for each of the named Plaintiffs** to compensate for their time and effort in pursuing this lawsuit on behalf of the Settlement Class. The Court may award less than these amounts.

## OBJECTING TO THE SETTLEMENT

If you are a Settlement Class Member and you do not exclude yourself from the Settlement Class, you can object to the Class Action Settlement if you do not like any part of it. You may give reasons why you think the Court should not approve it. The Court will consider your views. To object, you must

make your objection in writing and file it with the Court in the case of *LaGuardia, et al. v Designer Brands, Inc. et al*, Case No. 2:20-cv-02311. The written objection must (a) contain information sufficient to allow the parties to confirm that you are a member of the Settlement Class, including:

- 1) Your full name, address, telephone number, and personal signature;
- 2) A statement of your specific objections, and a detailed statement of the factual and legal basis for such objections;
- 3) The identity of all witnesses, including each witnesses' name and address, and a summary of each witnesses' proposed testimony and documents that you would like the Court to consider;
- 4) The name and contact information of any attorney you intend to have assert your objections before the Court;
- 5) A statement identifying the number of class action settlements to which you have objected to in the last three years, and listing those cases by case name and number; and
- 6) A statement whether you and your attorney(s) intend to appear at the Final Approval Hearing. If your attorney intends to appear at the Final Approval Hearing they must enter a written Notice of Appearance of Counsel with the Clerk of the Court no later than the date set by the Court in its Preliminary Approval Order and include the full caption and case number of each previous class action case in which such counsel has represented an objector. If you are represented by counsel and your counsel intends to speak at the Final Approval Hearing, the written objection must include a detailed statement of the specific legal and factual basis for each and every objection and a detailed description of any and all evidence you may offer at the Final Approval Hearing, including copies of any and all exhibits that you may introduce at the Final Approval Hearing.

You must file the objection with the Court no later than **[60 days after Text and Email Notices are sent]**.

*LaGuardia, et al. v Designer Brands, Inc. et al*,  
Case No. 2:20-cv-02311

**[INSERT COURT MAILING INFORMATION]**

Also, you must send your objection to the Settlement Administrator **postmarked** no later than **[60 days after Text and Email Notices are sent]**, at:

**Designer Brands and DSW TCPA Settlement**  
**P.O. Box XXXX**  
**CITY, STATE 97xxx-xxxx**

Objecting simply means telling the Court that you do not like something about the Class Action Settlement. You can object only if you stay in the Settlement Class. Excluding yourself from the Settlement Class is telling the Court that you do not want to be part of the Settlement Class. If you exclude yourself, you have no basis to object because the lawsuit no longer affects you.

## **THE COURT'S FAIRNESS HEARING**

The Court will hold the Final Approval Hearing at **X:00 x.m. on Month XX, XXXX**, before the Hon. Sarah D. Morrison **at COURT ADDRESS**. The purpose of the hearing is for the Court to determine whether the Class Action Settlement is fair, reasonable, adequate, and in the best interests of the Settlement Class. At the hearing, the Court will hear any objections and arguments concerning the fairness of the proposed Class Action Settlement, including those related to the amount requested by Class Counsel for attorneys' fees, costs, and expenses, and the service award to the class representatives. After the Final Approval Hearing, the Court will decide whether to approve the Class Action Settlement. It is unknown how long these

decisions will take.

**Note:** The date and time of the Final Approval Hearing is subject to change by Court Order. Any changes will be posted on the Settlement Website, [www.xxxxxxxxxx.com](http://www.xxxxxxxxxx.com).

## **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 Final Approval Hearing at your own expense. If you send an objection, you do not have to attend the Final Approval Hearing to talk about it. As long as your written objection was filed by the deadline, and meets the other criteria described above and in the Settlement Agreement, the Court will consider it. You may also pay a lawyer to attend, but you do not have to. If you do not exclude yourself from the Settlement Class, you may ask the Court for permission to speak at the Final Approval Hearing concerning any part of the proposed Settlement Agreement. If you filed an objection and intend to appear at the Final Approval Hearing, you must follow the procedure explained in the Settlement Agreement and noted above. You cannot speak at the Final Approval Hearing if you exclude yourself from the Settlement Class.

## **IF YOU DO NOTHING**

If you do nothing, you will get no money from this settlement. You must file a Claim Form to be eligible for payment. You will also not be able to start a lawsuit, continue with a lawsuit, or be part of any other lawsuit against Designer Brands and DSW about the legal issues released in this lawsuit.

## **GETTING MORE INFORMATION**

This Notice summarizes the proposed settlement. More details are in the Settlement Agreement. You may review the Settlement Agreement on the Settlement Website at [www.xxxxxxxxxx.com](http://www.xxxxxxxxxx.com). You can also get a copy of the Settlement Agreement by writing the Settlement Administrator. You can call 1-XXX-XXX-XXXX toll free; write to Designer Brands and **DSW TCPA Settlement, P.O. Box XXXX, City, State Zip Code**; or visit the website at [www.xxxxxxxxxx.com](http://www.xxxxxxxxxx.com), where you will find answers to common questions about the settlement, a Claim Form, plus other information to help you determine whether you are a member of the Settlement Class.

**PLEASE DO NOT CONTACT THE COURT, THE JUDGE, OR DESIGNER BRANDS AND/OR DSW WITH QUESTIONS ABOUT THE SETTLEMENT OR CLAIMS PROCESS.**