

NOTICE OF PROPOSED CLASS ACTION SETTLEMENT

Drazen v. GoDaddy.com, LLC, Case No. 19-cv-00563
(U.S. District Court for the Southern District of Alabama)

Bennett v. GoDaddy.com, LLC, Case No. 1:20-cv-00094
(U.S. District Court for the Southern District of Alabama)

Herrick v. GoDaddy.com, LLC, Case No. 2:16-cv-00254, *appeal pending* 18-16048 (9th Cir.)
(U.S. District Court for the District of Arizona)

PLEASE READ THIS NOTICE CAREFULLY. IF YOU RECEIVED A PHONE CALL OR TEXT MESSAGE ON YOUR CELLULAR TELEPHONE FROM GODADDY BETWEEN NOVEMBER 4, 2014, AND DECEMBER 31, 2016, YOU MAY BE ENTITLED TO A MERCHANDISE CREDIT OR PAYMENT FROM A CLASS ACTION SETTLEMENT. THIS NOTICE EXPLAINS YOUR RIGHTS AND OPTIONS AND THE DEADLINES TO EXERCISE THEM.

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

PLEASE DO NOT CONTACT THE CLERK OF THE COURT, THE JUDGE, OR THE DEFENDANT WITH QUESTIONS ABOUT THE SETTLEMENT OR THE LITIGATION.

This Notice concerns the proposed settlement to resolve claims in the lawsuits *Drazen v. GoDaddy.com, LLC*, Case No. 19-cv-00563 (S.D. Ala.), *Bennett v. GoDaddy.com, LLC*, Case No. 1:20-cv-00094 (S.D. Ala.), and *Herrick v. GoDaddy.com, LLC*, Case No. 2:16-cv-00254 (D. Ariz.), *appeal pending* 18-16048 (9th Cir.).*

Plaintiffs Susan Drazen, Jason Bennett, and John Herrick (“Plaintiffs”) allege that Defendant GoDaddy.com, LLC (“GoDaddy”) violated the Telephone Consumer Protection Act (“TCPA”), 47 U.S.C. § 227, by placing phone calls and sending text messages to cellular telephone numbers without the recipients’ consent.

GoDaddy denies Plaintiffs’ allegations, denies any wrongdoing whatsoever, and has not conceded the truth or validity of any of the claims against it. By entering into this settlement, the parties seek to avoid the risks and costs associated with further litigation. The Court has not decided who is right.

The settlement offers payments (in the form of either a merchandise voucher or cash) to Settlement Class Members who submit valid Claims.

Your legal rights are affected regardless of whether you act. Read this Notice carefully.

WHY DID I GET THIS NOTICE?

This is a court-authorized notice of a proposed settlement in the class action lawsuits known as *Drazen v. GoDaddy.com, LLC*, Case No. 19-cv-00563 (S.D. Ala.), *Bennett v. GoDaddy.com, LLC*, Case No. 1:20-cv-00094 (S.D. Ala.), and *Herrick v. GoDaddy.com, LLC*, Case No. 2:16-cv-00254 (D. Ariz.), *appeal pending* 18-16048 (9th Cir.). The settlement would resolve lawsuits brought on behalf of persons who allege that GoDaddy.com, LLC (“GoDaddy”) placed calls and sent text messages to cellular telephone numbers without the recipients’ consent. The Court has granted preliminary approval of the settlement and has conditionally certified the Settlement Class for purposes of settlement only. This Notice explains the nature of the class action lawsuit, the terms of the settlement, and the legal rights and obligations of the members of the Settlement Class. Please read the instructions and explanations below so that you can better understand your legal rights.

The Honorable Kristi K. DuBose, U.S. District Court for the Southern District of Alabama, is overseeing this settlement.

*Capitalized terms herein have the same meanings as those defined in the Settlement Agreement (the “Agreement”), which may be found online at the Settlement Website, www.DrazenTCPASettlement.com.

WHAT ARE THE LAWSUITS ABOUT?

The lawsuits allege that GoDaddy placed calls and sent text messages to cellular telephone numbers without the recipients' consent, in violation of the Telephone Consumer Protection Act ("TCPA"), 47 U.S.C. § 227. GoDaddy denies each and every allegation of wrongdoing, liability, and damages that were or could have been asserted in the Actions, and GoDaddy denies that the claims in the Actions would be appropriate for class treatment if the litigation were to proceed through trial.

The Plaintiffs' Complaints, the Settlement Agreement, and other case-related documents are available on the Settlement Website, accessible at www.DrazenTCPASettlement.com. The settlement resolves the Actions. The Court has not decided who is right.

WHY IS THIS A CLASS ACTION?

A class action is a lawsuit in which one or more persons called a "Class Representative" sues on behalf of people who have similar claims. All of these people together are a "Settlement Class" or "Settlement Class Members." The settlement, if finally approved by the Court, resolves the issues for all Settlement Class Members, except for those who exclude themselves from the Settlement Class.

WHY IS THERE A SETTLEMENT?

The Plaintiffs and GoDaddy have determined that it is in their best interests to settle this case to avoid the expenses, uncertainties, and inconvenience associated with litigation. This settlement resolves all claims against GoDaddy and its affiliated entities. The settlement is not an admission of wrongdoing by GoDaddy and does not imply that there has been, or would be, any finding that GoDaddy violated any law. GoDaddy denies each and every allegation of wrongdoing and liability in the Actions.

The Court has already preliminarily approved the settlement. Nevertheless, because the settlement of a class action determines the rights of all members of the class, the Court overseeing these lawsuits must give Final Approval to the settlement before it can be effective. The Court has conditionally certified the Settlement Class for settlement purposes only, so that Settlement Class Members receive this Notice and have the opportunity to exclude themselves from the Settlement Class, to voice their support or opposition to Final Approval of the settlement, and to have the opportunity to obtain the benefits offered by the settlement. If the Court does not give Final Approval to the settlement, or if it is terminated by the parties, the settlement will be void, and the lawsuits will proceed as if there had been no settlement and no certification of the Settlement Class.

WHO IS IN THE SETTLEMENT CLASS?

You are a member of the Settlement Class if, between November 4, 2014, and December 31, 2016, GoDaddy placed a voice call or sent a text message to your cellular telephone pursuant to an outbound campaign facilitated by the web-based software application used by 3Seventy, Inc., or the software programs and platforms that comprise the Cisco Unified Communications Manager.

Excluded from the Settlement Class are (1) the trial judge presiding over the Actions; (2) GoDaddy, as well as any parent, subsidiary, affiliate, or control person of GoDaddy, and the officers, directors, agents, lawyers, servants, or employees of GoDaddy; (3) the immediate family of any such person(s); (4) any Settlement Class Member who timely opts out of the settlement; and (5) Class Counsel, their employees, and their immediate family.

WHAT ARE MY OPTIONS?

(1) Submit a Claim Form.

If you are a member of the Settlement Class, you must submit a completed claim form to receive your choice of a Voucher Award or Cash Award. To do so, you must complete a claim form and submit it by **October 7, 2020**. You may obtain a claim form at www.DrazenTCPASettlement.com, and you may submit your claim form online at www.DrazenTCPASettlement.com or to the Settlement Administrator by U.S. Mail at *Drazen v. GoDaddy.com, LLC*, Settlement Administrator, P.O. Box 2730, Portland, OR 97208-2730, postmarked by **October 7, 2020**. ***Submitting a valid and timely claim form is the only way to receive a benefit from this settlement, and is the only thing you need to do to receive the elected Voucher Award or Cash Award.*** If the Court approves the settlement and it becomes final and effective, and you have submitted a valid claim form, then you will receive your elected Award.

(2) Exclude Yourself.

You may exclude yourself from the settlement. If you do so, you will receive no benefit from the settlement, but you will not release any claims you may have against GoDaddy and the Released Parties (as that term is defined in the Settlement Agreement), and are free to pursue whatever legal rights you may have by pursuing your own lawsuit against the Released Parties at your own risk and expense. To exclude yourself from the settlement, you must mail a timely letter to the Settlement Administrator at *Drazen v. GoDaddy.com, LLC*, Settlement Administrator, P.O. Box 2730, Portland, OR 97208-2730, postmarked by **August 31, 2020**. Your request to be excluded from the settlement must be personally signed by you under penalty of perjury and contain a statement that indicates your desire to be “excluded from the Settlement Class,” and that, absent of excluding yourself or “opting out,” you are “otherwise a member of the Settlement Class in the proposed settlement of *Drazen v. GoDaddy.com, LLC*, Case No. 19-cv-00563 (S.D. Ala.), *Bennett v. GoDaddy.com, LLC*, Case No. 1:20-cv-00094 (S.D. Ala.), and *Herrick v. GoDaddy.com, LLC*, Case No. 2:16-cv-00254 (D. Ariz.), *appeal pending* 18-16048 (9th Cir.)” The request should also include your full name, address, telephone number(s), and GoDaddy account number(s).

You cannot ask to be excluded on the phone, by email, or via the Settlement Website. You may opt out of the Settlement Class only for yourself.

(3) Object to 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 submit a timely letter that includes the following: (1) a heading that includes the case name and case number; (2) your full name, address, telephone number, the cellular telephone number(s) at which you received a phone call or text message from GoDaddy between November 4, 2014, and December 31, 2016, GoDaddy account number(s), and if represented by counsel, the name, bar number, address, and telephone number of your counsel; (3) a signed statement, under penalty of perjury, that you received one or more phone calls or text messages from GoDaddy between November 4, 2014, and December 31, 2016, and that you are a member of the Settlement Class; (4) a statement of all your objections to the settlement, including your legal and factual basis for each objection; (5) a statement of whether you intend to appear at the Final Approval Hearing, either with or without counsel, and if with counsel, the name of your counsel who will attend; (6) the number of times in which you, your counsel, or your counsel’s law firm have objected to a class action settlement within the five years preceding the date that you submit your objection, the caption of each case in which you, your counsel, or your counsel’s law firm has made such objection, and a copy of any orders related to or ruling upon your, your counsel’s, or your counsel’s law firm’s prior objections that were issued by the trial and appellate courts in each listed case; (7) a list of all persons who will be called to testify at the Final Approval Hearing in support of the objections, as well as any exhibits they intend to introduce at the Final Approval Hearing; and (8) any and all agreements related to the objection or the process of objections—whether written or verbal—between you or your counsel and any other person or entity.

IF YOU DO NOT TIMELY MAKE YOUR OBJECTION, YOU WILL BE DEEMED TO HAVE WAIVED ALL OBJECTIONS AND WILL NOT BE ENTITLED TO SPEAK AT THE FINAL APPROVAL HEARING.

If you file and serve a written objection and statement of intent to appear, you may appear at the Final Approval Hearing, either in person or through your personal counsel hired at your expense, to object to the fairness, reasonableness, or adequacy of the settlement.

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) no later than **August 31, 2020**, and mail a copy of your objection to (1) the Clerk of Court; (2) the attorneys representing the Plaintiffs and the Settlement Class (Evan M. Meyers, McGuire Law, P.C., 55 West Wacker Drive, 9th Floor, Chicago, IL 60601); and (3) the attorneys representing GoDaddy (Paula L. Zecchini and Jeffrey M. Monhait, Cozen O’Connor, 999 Third Avenue, Suite 1900, Seattle, WA 98104), postmarked no later than **August 31, 2020**.

If you hire an attorney in connection with making an objection, that attorney must also file with the Court a notice of appearance by **November 30, 2020**. If you do hire your own attorney, you will be solely responsible for payment of any fees and expenses the attorney incurs on your behalf. If you exclude yourself from the settlement, you cannot file an objection.

(4) Do Nothing.

If you are a Settlement Class Member and do not submit a valid claim form, you will still be bound by all orders and judgments of the Court. Unless you exclude yourself from the settlement, you will not be able to file or continue a lawsuit against the Released Parties regarding any released claims.

WHAT DOES THE SETTLEMENT PROVIDE?

GoDaddy has agreed to make up to \$35,000,000 available to pay individuals who submit a valid claim form, settlement administration costs, attorney's fees, a service award to the Plaintiffs, and costs and expenses of the litigation. Subject to the qualification set forth at the end of this paragraph, each Settlement Class Member who submits a valid claim form will be entitled to receive their choice of either a Voucher Award (a \$150 merchandise credit voucher that can be used for any products and services made available by GoDaddy) or a Cash Award (\$35 in the form of a check mailed to you). The Voucher Award is freely transferrable, is good on all merchandise (including sale, discount, or promotional pricing), and requires no minimum purchase. There is a limit of one Claim per Settlement Class Member, and each Settlement Class Member may receive only one Voucher Award or one Cash Award. Upon receipt of a valid claim form, the Settlement Administrator will determine whether you are eligible to receive a Settlement Award. Depending on how many valid claim forms are submitted, it is possible that each Settlement Class Member's Settlement Award will be reduced on a pro rata basis to cover settlement administration costs, attorney's fees, a service award to the Plaintiffs, and the costs and expenses of the litigation.

Plaintiffs and their lawyers think the proposed settlement is best for everyone who is affected by it.

To claim a Voucher Award or a Cash Award, Class Members must submit a claim form by **October 7, 2020**. Following the Final Approval of the settlement, the Settlement Administrator will provide the Voucher Award (in the form of a redemption code) or Cash Award (in the form of a check) to each Class Member who submitted a valid and timely claim form. All checks issued to Settlement Class Members who choose to receive the Cash Award will expire and become void one hundred eighty (180) days after they are issued. Any unused Voucher Award balance will be forfeited one (1) year after it is issued.

Additionally, the attorneys who brought these lawsuits (listed below) will ask the Court to award them attorney's fees in an amount not to exceed 30% of \$35,000,000, plus costs for their time, expense, and effort expended in investigating the facts, litigating these cases, and negotiating the settlement. The Plaintiffs will also ask the Court for a payment of up to \$5,000 each for their time, effort, and service in this matter.

WHAT RIGHTS AM I GIVING UP IN THIS SETTLEMENT?

Unless you exclude yourself from the settlement, you cannot sue or be part of any other lawsuit against GoDaddy 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.

The Settlement Agreement is available at www.DrazenTCPASettlement.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. If you have any questions, you can talk for free to the attorneys identified below who have been appointed by the Court to represent the Settlement Class, or you are welcome to talk to any other lawyer you choose at your own expense.

WHEN WILL I RECEIVE THE VOUCHER AWARD OR CASH AWARD?

The parties cannot accurately predict when (or whether) the Court will grant Final Approval to the settlement, so please be patient. After the Court finally approves the settlement, and after any appeals are resolved, you will receive your Voucher Award or Cash Award. If there are appeals, resolving them can take time. Updated information about the case will be made available at www.DrazenTCPASettlement.com, or you can call the Settlement Administrator at (866) 977-0753 or contact Class Counsel at the information provided below.

WHEN WILL THE COURT RULE ON THE SETTLEMENT?

The Court has already granted Preliminary Approval of the settlement. A final hearing on the Settlement, called a final approval or fairness hearing, will be held to determine the fairness of the settlement. At the Final Approval Hearing, the Court will also consider whether to make final the certification of the Settlement Class for settlement purposes and hear any proper objections and arguments to the settlement, as well as any requests for an award of attorneys' fees and expenses and service awards for the Plaintiffs that may be sought by Class Counsel. The Court will hold the Final Approval Hearing on **December 14, 2020, at 2:00 p.m. CST** in Courtroom 4B of the U.S. District Court for the Southern District of Alabama, 155 Saint Joseph St., Mobile, AL 36602.

If the settlement is given Final Approval, the Court will not make any determination as to the merits of the claims or defenses at issue in the Actions. Instead, the settlement's terms will take effect and the lawsuits will be dismissed on the merits with prejudice. Both sides have agreed to the settlement in order to achieve an early and certain resolution of the lawsuits, in a manner that provides specific and valuable benefits to the members of the Settlement Class.

If the Court does not grant Final Approval of the settlement, if a Final Approval is reversed on appeal, or if the settlement does not become final for some other reason, Class Members will receive no benefits from the settlement. Plaintiffs, GoDaddy, and the Class Members will be in the same position as they were prior to the execution of the settlement, and the settlement will have no legal effect, no class will remain certified (conditionally or otherwise), and Plaintiffs and GoDaddy will continue to litigate the lawsuits. There can be no assurance that, if the settlement is not approved, the Settlement Class will recover more than is provided in the settlement, or indeed, anything at all.

WHO REPRESENTS THE CLASS?

The Court has approved the following attorneys to represent the Settlement Class. They are called “Class Counsel.” You will not be charged for these lawyers. If you want to be represented by your own lawyer, you may hire one at your own expense.

John R. Cox
JRC Legal
30941 Mill Lane
Suite G-334
Spanish Fort, AL 36527
john@jrclegal.net
Tel: (251) 517-4753

Evan M. Meyers
Eugene Y. Turin
McGuire Law, P.C.
55 W. Wacker Drive, 9th Floor
Chicago, IL 60601
eturin@mcgpc.com
Tel: (312) 893-7002

Earl P. Underwood, Jr.
Underwood & Riemer, PC
21 South Section Street
Fairhope, AL 36532
epu@urlaw.onmicrosoft.com
Tel: (251) 990-5558

Phillip A. Bock
David M. Oppenheim
Tod A. Lewis
Bock, Hatch, Lewis &
Oppenheim, LLC
134 N. La Salle St.
Ste. 1000
Chicago, IL 60602
phil@classlawyers.com
Tel: (312) 658-5500

Trinette G. Kent
Kent Law Offices
3219 Camelback Rd.
Ste. 588
Phoenix, AZ 85018
tkent@kentlawpc.com
Tel: (480) 247-9644

Mark K. Wasvary
Mark K. Wasvary, P.C.
2401 West Big Beaver Road,
Suite 100
Troy, MI 48084
mark@wasvarylaw.com
Tel: (248) 649-5667

Michael McMorrow
McMorrow Law, P.C.
One North LaSalle Street
44th Floor
Chicago, IL 60602
mike@mjmcmorrow.com
Tel: (312) 265-0708

WHERE CAN I GET ADDITIONAL INFORMATION?

This Notice is only a summary of the proposed settlement of these lawsuits. More details are in the Settlement Agreement, which, along with other documents, can be obtained at www.DrazenTCPASettlement.com. If you have any questions, you can also call the Settlement Administrator at (866) 977-0753 or Class Counsel at the numbers or email addresses set forth above. In addition to the documents available on the Settlement Website, all pleadings and documents filed in court may be reviewed or copied in the Office of the Clerk. Please do not call the Judge or the Clerk of the Court about this case. They will not be able to give you advice on your options.