

NOTICE OF PROPOSED CLASS ACTION SETTLEMENT

A court authorized this notice. This is NOT from a lawyer and you are NOT being sued.

If you paid a late fee for Onebox, Phone People, or eVoice service, you could receive money or credit from a class action settlement.

- A proposed settlement (the “Settlement”) has been reached to settle a class action lawsuit against j2 (the “Action”). The Action claims that j2 charged its customers excessive late fees for voice services on the brands Onebox, Phone People, and eVoice (together called the “Services”).
- The Settlement resolves the Action; avoids the costs and risks of continuing the Action; pays Eligible Settlement Class Members (defined below) money or a credit and provides other benefits; and releases j2 from liability. j2 denies any wrongdoing and the Court has not decided who is right or wrong in the Action.
- You are eligible to submit a claim if you paid j2 a late fee on any of the Services from August 26, 2010 through September 18, 2014 for Onebox or Phone People and through April 10, 2015 for eVoice. If you submit a valid claim, you will receive money or a credit in the amount of one late fee (between \$10 and \$25). The amount you receive will be based on the highest late fee you provide proof you paid j2.
- Your claim must be submitted by the **January 5, 2017** deadline.
- Under the Settlement, j2 also agrees, with respect to the Services, (1) not to pursue or sue Settlement Class Members (defined below) for past late fees; (2) to revise its customer agreements to add the amount of the late fee; and (3) to limit future late fees to \$10 each.

Your legal rights are affected even if you do not act. Please read this notice carefully.

OVERVIEW OF YOUR LEGAL RIGHTS AND OPTIONS UNDER THE SETTLEMENT	
PARTICIPATE (see Questions 6-10)	To receive money or credit from the Settlement, you must submit a claim form and evidence at www.j2LateFeeSettlement.com no later than January 5, 2017 .
DO NOTHING (see Question 22)	If you do nothing, you will not receive any money or credit from the Settlement and you will give up your rights to be part of any other lawsuit against j2 involving late fees for the Services.
EXCLUDE YOURSELF (see Questions 11-13)	If you submit a valid Request for Exclusion at www.j2LateFeeSettlement.com by no later than January 5, 2017 , you will get out of the Action and will not receive any money or credit from the Settlement. You will keep your rights to sue j2 separately with your own lawyer.
OBJECT (see Questions 16-18)	If you wish to tell the Court why you do not think the Settlement should be approved, you must submit a written objection at www.j2LateFeeSettlement.com by no later than January 5, 2017 .

- These rights and options, and how to exercise them, are explained in more detail in this notice.

- The Court handling the Action still has to decide whether to grant final approval of the Settlement. Settlement money and credits will only be issued if the Court grants final approval of the Settlement. Please be patient.
- Additional information regarding the Settlement is available through the Class Counsel, whose contact information is provided in this notice.

BASIC INFORMATION

1. Why did I get this notice?

j2's records show that you are, or have been, a customer of j2 through its voice services brands Onebox, Phone People, and/or eVoice (the "Services"), and j2 charged you a late fee during the Class Period (August 26, 2010 to September 18, 2014 for Onebox or Phone People and to April 10, 2015 for eVoice). If you paid that late fee, you may be entitled to make a claim in this class action Settlement. This notice explains the Action, the Settlement, and your legal rights.

2. What is the Action about?

This class action lawsuit, called *Law Enforcement Officers, Inc. v. j2 Web Services, Inc.*, Case No. BC555721, is pending in the Superior Court of California for the County of Los Angeles (the "Action").

The Action was filed by Law Enforcement Officers, Inc. and Christopher Dancel. They are called the Plaintiffs and they represent the Settlement Class. The companies Plaintiffs sued are j2 Web Services, Inc. and j2 Cloud Services, Inc. (formerly known as j2 Global, Inc.) and these companies together are called j2.

The Action generally involves claims that j2 charged its Services customers excessive late fees. j2 denies these claims and maintains that it acted in accordance with all laws.

3. Why is this lawsuit a class action?

In a class action, one or more people called the "Plaintiffs" (in this case, Law Enforcement Officers, Inc., and Christopher Dancel) sues on behalf of people who have similarly alleged claims. All of these people are a "Settlement Class" or "Settlement Class Members." The Court resolves the issues for all Settlement Class Members, except for those who exclude themselves from the Settlement Class. On **September 12, 2016**, the Court ordered that the Action could be a class action for purposes of this Settlement only.

4. Who is in the Settlement Class?

You are a "Settlement Class Member" or part of the "Settlement Class" if you are:

1. a United States resident **Onebox** or **Phone People** customer who was charged a late fee by j2 from August 26, 2010 until September 18, 2014;

or

2. a United States resident **eVoice** customer who was charged a late fee by j2 from August 26, 2010 until April 10, 2015.

You are an "Eligible Settlement Class Member" or part of the "Eligible Settlement Class" if you are:

1. a United States resident **Onebox** or **Phone People** customer who paid j2 a late fee from August 26, 2010 until September 18, 2014;

or

2. a United States resident **eVoice** customer who paid j2 a late fee from August 26, 2010 until April 10, 2015.

All references to “you” and “your” in this notice refer only to Settlement Class Members and Eligible Settlement Class Members.

5. Why is there a Settlement?

The Court has not decided who is right or wrong in the Action. Instead, after conducting substantial investigation, research, discovery, and participating in a mediation with a retired judge, both sides agreed to the Settlement. By agreeing to the Settlement, the parties avoid the cost and risk of a trial and the Settlement Class will get compensation. The Settlement does not mean that any law was broken. j2 denies all of the claims asserted in the Action and denies that it has violated any laws. The Plaintiffs and their lawyers think the Settlement is fair, reasonable and in the best interests of all Settlement Class Members.

THE SETTLEMENT BENEFITS—WHAT YOU GET

6. Will I receive money from the Settlement?

Yes, if you are an Eligible Settlement Class Member and you make a valid claim and submit proof you paid a late fee for the Services during the Class Period (see Question 10 below), j2 will give you money or a credit as follows:

- a. If you are a past customer of j2, you will be sent a check in the cash value of one late fee.
- b. If you are a current customer of j2, you will receive a credit for one late fee.
- c. The amount of the payment or credit will be based on the highest late fee you provide proof you paid j2. These will range between \$10 to \$25.
- d. There is no cap on the number of claims that can be made under the Settlement, but you can make only one claim.
- e. The amount that j2 pays for attorneys’ fees and costs to Class Counsel (see Question 15 below) will not reduce any amount to be paid or credited to you under the Settlement.

7. Are there additional benefits to the Settlement?

Yes. Besides your receiving money or a credit if you are an Eligible Settlement Class Member, other benefits of the Settlement are:

- a. j2 has agreed not to sue or pursue Settlement Class Members for not paying late fees charged by j2 at any time before or up until September 30, 2015.
- b. j2 has agreed that within thirty (30) days of the date of an order granting final approval of the Settlement, j2 will amend the Onebox and eVoice customer agreements to specifically identify the amount of the late fee associated with each customer plan. j2 will notify its customers by email of these changes to their applicable customer agreement.
- c. j2 agrees that after thirty (30) days have passed from the date of the order granting final approval of the Settlement, it will not charge a late fee to any Services customer of more than \$10.00 for any single late payment.

8. What am I giving up in exchange for the Settlement benefits?

In exchange for the benefits provided in the Settlement, you (and every other Settlement Class Member who does

not submit a valid Request for Exclusion (see Question 11 below)) will release j2 and all its related entities from all claims related to Services late fees you were charged by j2 or paid to j2 during the Class Period. This will prevent you from bringing any future lawsuit against j2 related to these late fees.

9. If I currently am a Services customer, will this Settlement cancel or interrupt my service?

No. Neither the Settlement nor the Action affects your ongoing use of the Services. If you have any questions about your existing Services, please contact customer service for the applicable Service.

HOW TO GET A SETTLEMENT PAYMENT

10. How do I get Settlement money or a credit?

To receive money or a credit from the Settlement, you must be an Eligible Settlement Class Member and you must complete and submit a Claim Form online at www.j2LateFeeSettlement.com by no later than **January 5, 2017**.

You must also submit proof that you paid j2 a late fee during the Class Period (August 26, 2010 to September 18, 2014 for Onebox or Phone People and to April 10, 2015 for eVoice). Examples of proof are:

- A. a copy of your credit or debit card statement showing payment of a late fee for the Services;
- B. a copy of your monthly billing statement for any of the Services showing payment of a late fee; or
- C. a copy of your online billing history for the Services showing that a late fee was assessed and paid.

You can easily upload a PDF or JPG of your proof at www.j2LateFeeSettlement.com at the time you submit your Claim Form.

If your Claim Form (including valid proof) is not timely submitted by the **January 5, 2017** deadline, it will be deemed null, void, and ineffective.

If you fail to submit a valid and timely Request for Exclusion on or before the **January 5, 2017** deadline, you will be bound by all terms of the Settlement and any final judgment entered in the Action if the Settlement is approved by the Court regardless of whether or not you have submitted a valid Claim Form.

EXCLUDING YOURSELF FROM THE SETTLEMENT

11. How do I ask the Court to exclude me from the Settlement Class?

If you do not wish to participate in the Settlement, you can “opt out.” To do so, you must complete and submit a timely Request for Exclusion form online at www.j2LateFeeSettlement.com by **January 5, 2017**.

If your Request for Exclusion is not timely submitted, it will be deemed null, void, and ineffective. If you fail to submit a valid and timely Request for Exclusion on or before January 5, 2017, you shall be bound by all terms of the Settlement and any final judgment entered in the Action if the Settlement is approved by the Court.

12. If I exclude myself, can I get anything from the Settlement?

No. If you exclude yourself now you will not get anything from the Settlement. If you ask to be excluded, you will not get money or credit from the Settlement and you will not be bound by the Settlement. You will keep your right to sue j2 regarding late fees you paid on the Services during the Class Period.

13. If I don't exclude myself, can I sue later?

No. Unless you exclude yourself, you give up the right to sue j2 for anything related to the late fees you paid j2 on the Services during the Class Period. You must exclude yourself from the Settlement Class to start or continue your

own lawsuit against j2 regarding these late fees.

THE LAWYERS REPRESENTING YOU

14. Do I have a lawyer in this case?

The Court has appointed the following lawyers to serve as Class Counsel for the Settlement Class:

ANDRÉ E. JARDINI
K.L. MYLES
KNAPP PETERSEN & CLARKE APC
550 N. Brand Boulevard, Suite 1500
Glendale, CA 91203
Telephone: (818) 547-5000
Facsimile: (818) 547-5329

JOSEPH S. FARZAM
JOSEPH FARZAM LAW FIRM
11766 Wilshire Boulevard, Suite 280
Los Angeles, CA 90025
Telephone: (310) 226-6890
Facsimile: (310) 226-6891

Each of these Class Counsel can be reached at **info@j2LateFeeSettlement.com**.

DO NOT CONTACT J2 OR THE COURT DIRECTLY ABOUT THE SETTLEMENT.

15. How will the lawyers and the costs of the lawsuit be paid?

Subject to Court approval, j2 agrees to pay up to the following amounts (although the Court may award less than these amounts):

- \$385,000.00 in attorneys' fees and costs to Class Counsel; and
- \$2,500 to each of the Plaintiffs as a Class Representative Enhancement Award for their participation in this Action.

The Settlement will be administered and monitored by a third-party Settlement Administrator and j2 will pay the fees for this third-party Settlement Administrator.

j2's payment of all of these fees and costs will not reduce any amounts paid or credited to the Eligible Settlement Class Members.

OBJECTING TO THE SETTLEMENT

16. How do I object to the Settlement?

If you do not like the Settlement and wish to object to all or a portion of it, you can do so by submitting a written statement of objection ("Notice of Objection") online at **www.j2LateFeeSettlement.com**. Your Notice of Objection must be submitted no later than **January 5, 2017**. Instructions for what you need to include in your Notice of Objection are below at Question 17.

17. What information do I need to include in my objection?

In order to be valid, your Notice of Objection must be signed by you and state: (1) the case name and case number (see Question 2 above); (2) your name, address, telephone number, and email address; (3) the specific basis for your objection; (4) whether you and/or any attorney retained by you at your own expense intends to appear at the Final Approval Hearing; (5) if you are being represented by an attorney in objecting to the Settlement, the name and contact information of any such attorney; (6) if you or your attorney has objected to any other class action settlement in the United States in the last five years, list the case name, number, and court of those cases; and (7) that by objecting, you agree to be deposed in this Action.

You will only be allowed to orally present your objection at the Court's Final Approval Hearing if you (1) timely submit a valid Notice of Objection and (2) specify in your Notice of Objection that you intend to appear at the Final Approval Hearing. See Questions 19-21 below.

You do not need an attorney to object to the Settlement, but you may hire one at your own expense if you choose to.

18. What's the difference between objecting and asking to be excluded?

Objecting is simply telling the Court you do not like something about the Settlement. If you file a Notice of Objection, you are still eligible to receive money or a credit from the Settlement if you are an Eligible Settlement Class Member and submit a timely and valid Claim Form and proof you paid a late fee (see Question 10 above).

Excluding yourself is telling the Court that you do not want to be part of the Settlement Class. *You cannot object if you exclude yourself from the Settlement.*

THE COURT'S FINAL APPROVAL HEARING

The Court will hold a hearing to decide whether to approve the Settlement, which is called the "Final Approval Hearing." If you have filed an objection on time stating that you will appear at the Final Approval Hearing, then you may attend and you may ask to speak, but you do not have to.

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

The Court will hold a Final Approval Hearing on **February 15, 2017** in Department **307** at the Superior Court of California for the County of Los Angeles, Central Civil West Courthouse, located at **600 South Commonwealth Ave., Los Angeles, CA 90005**. The hearing may be moved to a different date and/or time without additional notice. At this hearing, the Court will consider whether the Settlement is fair, reasonable, and adequate. If there are objections, the Court will consider them. The Court will only listen to people who asked in their Notice of Objection to speak at the hearing. The Court will also decide how much to pay Class Counsel. After the Final Approval Hearing, the Court will decide whether to approve the Settlement. We do not know how long these decisions will take.

20. Do I have to come to the Final Approval Hearing?

No. Class Counsel will answer any questions the judge may have. But, you are welcome to come at your own expense. If you send a Notice of Objection, you do not have to come to Court to talk about it. As long as you submitted your written Notice of Objection by the **January 5, 2017** deadline, the Court will consider it. You may also pay (at your own expense) another lawyer to attend, but it is not required. If you (or your lawyer) do not appear at the Final Approval Hearing, you waive the right to appeal.

21. May I speak at the Final Approval Hearing?

If you wish to appear at the Final Approval Hearing and orally present your objection to the Court, your written Notice of Objection must include your statement of intent to appear at the Final Approval Hearing.

IF YOU DO NOTHING

22. What happens if I do nothing at all?

If you do nothing, you will not receive money or a credit from this Settlement and you will be bound by the release of claims related to j2's late fees on the Services (described in Question 8 above).

ADDITIONAL INFORMATION

23. How do I get more information?

This notice summarizes the Settlement. More details are in the Settlement Agreement, which is available at **www.j2LateFeeSettlement.com**. Additionally, complete copies of pleadings and other documents filed in the Action are available during regular business hours at the Clerk of the Court, Superior Court of the State of California County of Los Angeles, Complex Division, 600 South Commonwealth Avenue, Los Angeles, CA 90005. (Fees may apply for copies of these documents.) You may also contact Class Counsel for more information (see Question 14 above).

DO NOT CALL OR WRITE J2 OR THE COURT DIRECTLY FOR MORE INFORMATION.