UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF NEW YORK

RAYMOND JOHNSON, Individually and on Behalf of All Others Similarly Situated,

Plaintiff,

v.

GODADDY INC., AMAN BHUTANI, and MARK MCCAFFREY,

Defendants.

Case No. 26-cv-7144

JURY TRIAL DEMANDED

CLASS ACTION

CLASS ACTION COMPLAINT FOR VIOLATIONS OF THE FEDERAL SECURITIES LAWS

TABLE OF CONTENTS

Plaintiff Raymond Johnson ("Plaintiff"), on behalf of himself and a class of similarly situated investors, by and through Plaintiff's counsel, alleges the following upon information and belief, except as to those allegations concerning Plaintiff, which are alleged upon personal knowledge. The investigation of counsel included, among other things: 1) a review of GoDaddy Inc. ("GoDaddy" or the "Company") public filings with the United States Securities and Exchange Commission ("SEC"); 2) press releases issued by the Company, and media, news and analyst reports about the Company; 3) GoDaddy quarterly earnings conference calls, and investor conferences with Company executives, and analysts and investors; and (4) other publicly available data, including, but not limited to, publicly available trading data relating to the price and trading volume of GoDaddy's common stock. Plaintiff believes that substantial additional evidentiary support will exist for the allegations set forth herein after a reasonable opportunity for discovery.

I. NATURE OF THE ACTION AND OVERVIEW

1. This is a securities class action on behalf of all purchasers of GoDaddy common stock during the period from September 3, 2025 through February 24, 2026, inclusive (the "Class Period"), who were damaged thereby (the "Class"). The claims asserted in this action (the "Action") are alleged against GoDaddy, Aman Bhutani ("Bhutani"), the Company's Chief Executive Officer ("CEO"), and Mark McCaffrey ("McCaffrey"), the Company's Chief Financial Officer ("CFO"), and arise under Sections 10(b) and 20(a) of the Securities Exchange Act of 1934 (the "Exchange Act"), 15 U.S.C. §§ 78j(b) and 78t(a), and SEC Rule 10b-5, 17 C.F.R. § 240.10b-5, promulgated thereunder.

2. GoDaddy is an American publicly traded internet domain registry, domain registrar, and web hosting company headquartered in Tempe, Arizona. GoDaddy is one of the world's largest web hosts and currently manages over 80 million registered domains. The company primarily serves small and micro companies, which make up most of its 20 million customers.

3. GoDaddy targets small business owners and entrepreneurs, particularly those with limited technical expertise who need an all-in-one platform to build and manage an online presence. During the Class Period, Defendants highlighted to investors the Company's strategy of focusing on "high-intent" customers. "High-intent" customers move beyond buying single domain registrations either by buying many registrations or by buying a suite of business solutions, including website building, email and Microsoft 365, payment processing, and other services.

4. This case arises from GoDaddy's undisclosed introduction during the Class Period of a heavily discounted promotional price for one-year domain contracts of $4.99, a price significantly lower than their typical multi-year contracts which range from $10 to $20 per year. This was a deliberate strategy to attract new customers, even at the expense of large upfront payments for multi-year contracts.

5. This undisclosed promotion contradicted the Company's repeated representations that its strategy to attract high-intent customers that spend $500 or more was working and that its AI platform was "hitting its stride," helping to attract those high-intent customers that were adopting more products and spending more money.

6. The Class Period begins on September 3, 2025. In response to an analyst question at the Citi 2025 Global TMT Conference about the Company's strategy and what the Company was seeing around customer growth, Defendant McCaffrey responded that "[t]here was a conscious decision by us to also turn off discounting at the front of our funnel because that attracted customers who are just going to come in for the price. And then once you try to get them to the regular price, they were going to churn out at the back end."

7. Then, on October 30, 2025, one month into the fourth quarter of 2025 and while the promotion was already underway, GoDaddy represented in its Form 10-Q for the third quarter

of 2025 filed with the SEC that it expected total bookings growth for the full year 2025 to be in-line with total revenue growth of 8%, even as it knew that the Company was facing deceleration in total bookings growth due to the implementation of the program, as well as a tough demand and competitive environment. This representation was material to investors because total bookings provides key insights into the performance of the Company's business and the effectiveness of its marketing efforts.

8. Specifically, during the Company's third quarter earnings call on October 30, 2025, Defendant McCaffrey represented that the Company expected revenue "growth of approximately 8% at the midpoint," and that they expected "total bookings growth… to be in line with total revenue growth."

9. Defendant McCaffrey continued to mislead investors on the third quarter 2025 earnings call by claiming that the Company's "strategy is around high-intent customers. We're looking at that cohort of $500 plus." Defendant McCaffrey further assured investors by expressing confidence that the Company's strategy of focusing on high-intent customers was working. Again, unknown to investors, Defendants were not merely focusing on high-intent customers, but were also offering significant discounts on one-year contracts which were likely to, and did, have a material, negative impact on total bookings growth.

10. Defendant Bhutani, the Company's CEO, further misled investors. During the Company's third quarter 2025 earnings call, in response to a question from an analyst asking if the Company had seen its customer funnel change with the use of AI, Defendant Bhutani stated that, "[n]ow again, that's a focus of our marketing and our strategy of high-intent customers working there too." This statement again signaled to investors that the Company's strategy of focusing its marketing efforts on high-intent customers was working and that this focus would lead to increased

total bookings growth. What Defendant Bhutani failed to tell investors, however, was that the Company had implemented a promotional discount for dotcom domains that were likely to and did result in shorter term contracts with smaller valuations.

11. Defendants had numerous chances throughout the Class Period to inform investors of the full scope of GoDaddy's marketing strategy. Instead, they continued to mislead. On November 18, 2025, Defendant McCaffrey spoke at the RBC Capital Markets Global Technology, Internet, Media & Telecommunications (TIMT) Conference. During the conference, Defendant McCaffrey represented that the Company's "strategy isn't to grow customers just for the sake of growing customers. Our strategy is around higher-intent customers, customers that are going to come in, attach product, want to get that idea out online." Contrary to Defendant McCaffrey's remarks, and unknown to investors, the Company's institution of a promotional discount on one-year dotcom contracts with shorter terms was in fact an attempt to grow customers just for the sake of growing customers. However, it was already having a material, negative impact on total bookings growth for the fourth quarter of 2025, and in turn the full year 2025.

12. Despite the fact that at all times during the Class Period Defendants knew or recklessly disregarded that total bookings growth was and would likely continue decelerating due to the promotional discount on one-year dotcom contracts, they continued to conceal that fact from investors. This caused shares of GoDaddy common stock to trade at artificially inflated prices.

13. On December 11, 2025, Defendant McCaffrey participated in Barclays 23rd Annual Global Technology Conference. In response to an analyst question about customer trends and the extent to which the Company's growth is tied to the rollout of GoDaddy's AI platform and newer AI technology, Defendant McCaffrey represented that the Company "feel[s] really good about what we see in the demand funnel, and I've said this for a while. We've seen a consistent strong

top of funnel. We've seen our strategy around getting to higher-intent customers working. We've seen the average order size go up, the $500-plus customers go up." Conspicuously absent from McCaffrey's response was any mention of the promotional discount or the material, negative effect it was having on total bookings growth during the Class Period.

14. The truth regarding the Company's previously undisclosed promotional discount instituted during the Class Period and its material, adverse effect on total bookings growth in the fourth quarter and full year 2025 was revealed after the close of the market on February 24, 2026, when the Company reported its fourth quarter and full year 2025 financial results. In a press release filed with the SEC on Form 8-K, the Company disclosed that total bookings growth had sharply decelerated to 5% during the fourth quarter of 2025, down from 9% the previous quarter and missing analyst estimates of 7%.

15. During the associated earnings call with analysts and investors, Defendant Bhutani mentioned for the first time to investors that the Company had "expanded [their] go-to-market approach with a streamlined purchase experience for new domain customers." Defendant Bhutani further went on to reveal that the Company "introduced a promotional price for dotcom domains with a one-year term" which resulted in reduced upfront bookings.

16. On that same call, Defendant McCaffrey admitted that the annual terms of the heavily adopted one-year promotional contracts impacted the Company's bookings. Specifically, Defendant McCaffrey admitted that there was "a reduction in our average order size of initiation related to the discount," noting that the Company believed the heavy adoption of the lower-cost, one-year promotional contracts would have a "major impact" at the end of 2025 going into the first quarter of 2026.

17. On this news, the price of GoDaddy common stock declined from a closing price

of $92.30 per share on Tuesday, February 24, 2026 to a closing price of $79.12 per share on Wednesday, February 25, 2026, a decline of $13.18 per share, or more than 14% on heavier than usual volume.

18. Analysts that cover GoDaddy were likewise surprised by the news. For example, on February 25, 2026, one day after the truth regarding the Company's previously undisclosed promotional discount was revealed, William Blair published an analyst report titled "Surprise Promotional Activity Drives Bookings and Guidance Miss." The report stated that "***[B]ookings missed and came in at 5% growth versus the Street at 7%***. Further, A&C bookings decelerated to 11% down from 14% last quarter. ***This was largely due to a promotion GoDaddy ran for 1-year .com contracts (these are typically 3-year domain contracts), which saw outsized demand. The shorter contract term and lower average order size from the promotion had a meaningful impact on bookings for the quarter***."[1]

19. Also on February 25, 2026, UBS published an analyst report titled "Encouraging AI Adoption Clouded by GTM Shift." The report stated that "Management framed the softer outlook as ***largely driven by a deliberate domains GTM shift (promo pricing + mix toward 1-year .com terms)***, which lifted new-customer volume but ***pressured upfront bookings and initial order size***… The market reaction suggests skepticism around the sustainability of growth, particularly as bookings were pressured by mix shifts and promotional activity rather than underlying acceleration."

II. JURISDICTION AND VENUE

20. The claims asserted herein arise under Sections 10(b) and 20(a) of the Exchange Act (15 U.S.C. §§ 78j(b) and 78t(a)) and SEC Rule 10b-5 promulgated thereunder (17 C.F.R. §

---

[1] Unless otherwise noted, all emphasis is added.

240.10b-5).

21. This Court has jurisdiction over the subject matter of this action pursuant to 28 U.S.C. §§ 1331 and 1337, because this is a civil action arising under the laws of the United States, and under Section 27 of the Exchange Act (15 U.S.C. § 78aa(a)), which vests jurisdiction for Rule 10b-5 violations in the District Courts of the United States.

22. Venue is proper in this Judicial District pursuant to 28 U.S.C. § 1391(b) and (c) because a substantial part of the events giving rise to the claims occurred within this District, including some of the acts and omissions charged herein, such as the omission of material information, and because a substantial portion of the affected interstate trade and commerce discussed herein has been carried out in this District. GoDaddy's common stock trades on the New York Stock Exchange ("NYSE") in this District, and GoDaddy's management team presented at investor conferences in this District, including the RBC Capital Markets Global Technology, Internet, Media and Telecommunications (TIMT) Conference on November 18, 2025.

23. In connection with the acts, conduct, and other wrongs alleged in this Complaint, Defendants, directly or indirectly, used the means and instrumentalities of interstate commerce, including, but not limited to, the U.S. mails, interstate telephone communications, and facilities of the national securities markets.

III. PARTIES

24. As set forth in the attached certification, Plaintiff purchased GoDaddy common stock at artificially inflated prices during the Class Period and suffered damages.

25. Defendant GoDaddy is incorporated in Delaware and has its principal executive offices at 100 S. Mill Ave., Suite 1600, Tempe, Arizona 85281. GoDaddy is an internet domain registry, domain registrar, and web hosting company. GoDaddy's common stock trades on the NYSE under the ticker symbol "GDDY."

26. Defendant Bhutani is the Chief Executive Officer of the Company and served as CEO of the Company throughout the entirety of the Class Period.

27. Defendant McCaffrey is the Chief Financial Officer of the Company and served as CFO of the Company throughout the entirety of the Class Period.

28. Defendants Bhutani and McCaffrey are collectively referred to as the "Individual Defendants." During the Class Period, the Individual Defendants managed the Company, overseeing its operations as well as its finances, and made the materially false and misleading statements described below. The Individual Defendants, by virtue of their positions, had extensive knowledge about the core aspects of GoDaddy's financial and business operations. They were also deeply involved in deciding which disclosures would be made by the Company to its investors. Because of their positions and access to material non-public information available to them, the Individual Defendants knew or at least recklessly disregarded that the adverse facts that had not been disclosed to, and were being concealed from, the public, and that the positive representations being made were materially false and misleading at the time they were made.

IV. DEFENDANTS' FALSE AND MISLEADING STATEMENTS DURING THE CLASS PERIOD

29. The Class Period begins on September 3, 2025, when Defendant McCaffrey participated in a conference call for the Citi 2025 Global TMT Conference. In response to an analyst question regarding the Company's strategy and what results they saw relating to customer growth, Defendant McCaffrey responded:

> So, I'll start with the basic premise. Our strategy is working. We put forth a strategy that said we are going after high intent customers and just not customer growth. And with that, a couple of years ago, ***we started to even take actions to not focus on customer growth*** and get ourselves out of what we call low-calorie customers that really weren't doing anything with a domain name or something they had bought through an acquisition years ago.
>
> ***That was a conscious decision by us. There was a conscious decision by us to also***

> ***turn off discounting at the front of our funnel because that attracted customers who are just going to come in for the price***. And then once you try to get them to the regular price, they were going to churn out at the back end. So, we cut off discounting at the front of our funnel.
>
> And with that, ***our strategy started to work***.

30. On October 30, 2025, Defendants hosted an earnings call with analysts and investors to discuss the Company's financial results for the third quarter of 2025 and projected results for the future. During this call, Defendant McCaffrey stated:

> Pivoting to our outlook. For the full year we are raising our 2025 revenue guide to a range of $4.93 billion to $4.95 billion, ***representing growth of approximately 8%*** at the midpoint. ***We expect total bookings growth… to be in line with total revenue growth***…

31. Also on the October 30, 2025 earnings conference call, Defendant McCaffrey made the following statement regarding the Company's strategy to attract high-intent customers, *i.e.*, customers that are more likely to buy more than just domain registrations and spend $500 or more:

> [B]ut remember our strategy is around high-intent customers. We're looking at that cohort of $500-plus, why? That is the cohort that's buying more, attaching more, has a higher average order size. ***We're seeing great momentum as that is contributing meaningfully to our bookings number going forward. And that will continue to be our strategy***… we will continue to focus on that high intent customer.

32. Also on the October 30, 2025 earnings call, in response to a question from an analyst about the Company's drivers surrounding high-intent customers, McCaffrey made the following statement:

> And we're excited about our ability to get to the high-intent customers. And what we're seeing from that cohort is that they are attaching to a second product at a much higher rate than previous cohorts. We're seeing near-perfect retention rates now that we've had experience with these cohorts since we launched Airo in and of itself, over 12 months ago. And ***it's becoming more and more of a driver of not only our bookings and our revenue, but our ARPU[2] as we continue to grow into the year***.

[2] ARPU stands for average revenue per user.

33. On that same call, Defendant McCaffrey, in response to a question from an analyst about the Company's forward acceleration of bookings in its core Applications and Commerce ("A&C") segment, stated that:

> ***The strategy is working, Mark. And we continue to focus on that high-intent customer***, the $500-plus cohort we talk about because the average order size goes on, they attach more and that's all the accumulation of what you're seeing in the strength in A&C right now.

34. Defendant Bhutani, the Company's CEO, also made remarks during the October 30, 2025 earnings call. In response to a question from an analyst asking if the Company had seen its customer funnel composition change with the use of AI, Bhutani stated:

> We see a steady amount of traffic and pipeline, we see improving conversion rates over time. ***Now again, that's a focus of our marketing and our strategy of high-intent customers working there too.*** But we see pretty consistent demand and usage from our customers when it comes to domain. And again, I'm just very bullish on AI. I think it will do amazing things for us, for our customer.

35. The statements above in paragraphs 29-34 were false and misleading, or omitted material facts necessary in order to make the statements not false and misleading under the circumstances in which they were made, because when the Company and the Individual Defendants chose to speak on the material issue of their go-to-market strategy around high-intent customers, they had a duty to inform investors that they had also implemented a promotional discount for dotcom domains that were likely to and did result in shorter term contracts with smaller valuations that was likely to result in a deceleration in total bookings for the fourth quarter and full year 2025. Once the Company and Individual Defendants chose to speak on the topic of their go-to-market strategy that targeted high-intent customers, they had a duty to speak completely and accurately and failed to do so. The above statements were also materially false and misleading in light of the fact that Defendant McCaffrey represented to investors that the Company had "turned off" discounting at the front of the Company's funnel, when, in fact, the Company

instituted promotional discounts during the Class Period. Further, the fact that Defendant McCaffrey told analysts that "the strategy is working" supports an inference that Defendants had insight into the business.

36. GoDaddy and the Individual Defendants continued to mislead investors throughout the Class Period. On November 18, 2025, over a month into the fourth quarter of 2025, Defendant McCaffrey participated in the RBC Capital Markets Global Technology, Internet, Media & Telecommunications (TIMT) Conference held in New York, New York. During the conference, McCaffrey stated, in pertinent part:

> [b]ut a reminder, ***our strategy isn't to grow customers just for the sake of growing customers***. Our strategy is around higher-intent customers, customers that are going to come in, attach product, want to get that idea out online. That $500 has become a big mark for us [ ] that represents when a customer has to be attaching products most of the time and has to be getting some value to renew.

37. On December 11, 2025, Defendants participated in Barclays' 23rd Annual Global Technology Conference. In response to an analyst's question about customer trends and the extent to which the Company's growth is tied to the rollout of GoDaddy's AI platform and newer AI technology, Defendant McCaffrey stated:

> So, we feel really good about what we see in the demand funnel, and I've said this for a while. We've seen a consistent strong top of funnel. ***We've seen our strategy around getting to higher-intent customers working. We've seen the average order size go up, the $500-plus customers go up***.

38. The statements above in paragraphs 36-37 were false and misleading, and omitted information necessary to make the statements not false or misleading at the time they were made, because while the Company was telling investors that its strategy "isn't to grow customers just for the sake of growing customers" and that "[w]e've seen the average order size go up," the Company had implemented a promotion that directly contradicted those representations by focusing on short term contracts with smaller valuations, which in turn led to a decrease in total bookings and

deceleration of bookings growth for both the fourth quarter and full year 2025. In fact, when the truth was ultimately revealed as discussed below, the Company admitted that the promotion "reduced" the average order size, directly contradicting the representation that the average order size was going up.

V. THE TRUTH IS REVEALED

39. The truth regarding the Company's previously undisclosed promotional discount instituted during the Class Period and its material, adverse effect on total bookings growth was revealed after the close of the market on February 24, 2026 when the Company issued a press release reporting its fourth quarter and full year 2025 financial results with the SEC on Form 8-K (the "Press Release"). The Press Release revealed that total bookings growth had sharply decelerated to 5% in the fourth quarter of 2025. While revenue growth hit the mark at 8% for the full year 2025, this sharp deceleration in total bookings growth in the fourth quarter of 2025 caused total bookings growth for the full year 2025 to come in at 7%, a departure from Defendants' previously stated 8%.

40. Also on February 24, 2026, Defendants hosted a conference call with analysts and investors to discuss the Company's financial results for the fourth quarter and full year 2025. During the earnings call, Defendant Bhutani stated, in pertinent part:

> Domains has been and will continue to be GoDaddy's strong durable cash generative engine, serving as a long-term funnel to drive GoDaddy's growth… ***[T]his quarter, we expanded our go-to-market approach with a streamlined purchase experience for new domain customers***… We activated our marketing channels on this streamlined experience and ***introduced a promotional price for dotcom domains with a one-year term***. The approach ***successfully increased new customer volume*** that purchased domain units with one-year terms, but the demand for this offer was greater than we expected ***and the shift in term mix combined with the promotional price reduced upfront bookings*** and near-term revenue.

41. Later during the call, an analyst asked, with regard to the promotional offer, "[c]an you talk more about why you decided to make that change in your go-to-market strategy?"

Defendant McCaffrey replied, in pertinent part:

> A couple of things going on here… ***let's look at it from the multiyear terms to the annual terms. This is impacting our bookings***, but has relatively little impact on revenue itself because the timing of the revenue recognition stays consistent. So that's one aspect of it. The other is, there is a ***reduction in our average order size of initiation related to the discount*** that gets allocated amongst all the products that does have a little bit of impact on revenue in and of itself…. We think the major impact is going to be at the end of this year and going into Q1[.]

42. These disclosures caused the price of GoDaddy common stock to decline from a closing price of $92.30 per share on Tuesday, February 24, 2026 to a closing price of $79.12 per share on Wednesday, February 25, 2026, a decline of $13.18 per share, or more than 14% on heavier than usual volume.

43. Analysts that cover GoDaddy were surprised by the news. For example, on February 25, 2026, one day after the truth regarding the Company's previously undisclosed promotional discount was revealed, William Blair published an analyst report titled "Surprise Promotional Activity Drives Bookings and Guidance Miss." The report stated that:

> ***[B]ookings missed and came in at 5% growth versus the Street at 7%***. Further, A&C bookings decelerated to 11% down from 14% last quarter. ***This was largely due to a promotion GoDaddy ran for 1-year .com contracts (these are typically 3-year domain contracts), which saw outsized demand. The shorter contract term and lower average order size from the promotion had a meaningful impact on bookings for the quarter***.

44. Also on February 25, 2026, UBS published an analyst report titled "Encouraging AI Adoption Clouded by GTM Shift." The report stated that:

> Management framed the softer outlook as ***largely driven by a deliberate domains GTM shift (promo pricing + mix toward 1-year .com terms)***, which lifted new-customer volume but ***pressured upfront bookings and initial order size***… The Key takeaway from GoDaddy's 4Q25 print is that, despite solid headline execution, the results and outlook did little to alleviate growing investor concerns around near term growth quality and visibility… ***The market reaction suggests skepticism around the sustainability of growth, particularly as bookings were pressured by mix shifts and promotional activity rather than underlying acceleration***.

45. Also on February 25, 2026, Barron's published an analyst report titled "GoDaddy Stock is the S&P 500's Worst Performer After Earnings." The report stated, in pertinent part:

> GoDaddy shares sank 15% to $78.41 on Wednesday, making it the worst-performing stock in the S&P 500 and putting the shares on pace for their lowest close since November 2023. The drop would also mark the stock's largest same-day percentage decline since March 2020, according to Dow Jones Market Data. The S&P 500 and tech-heavy Nasdaq Composite gained 0.8% and 1.3%, respectively. ***The real killer was a miss on bookings, which came to $1.28 billion in the fourth quarter, below analysts' calls for $1.31 billion***. Bookings within GoDaddy's applications and commerce division decelerated by 3 basis points in the quarter. ***The slowdown occurred after GoDaddy implemented a new go-to-market strategy that included promotional pricing for one-year contract terms***, Oppenheimer analyst Ken Wong noted after the report.

46. Finally, also on February 25, 2026, Evercore ISI published an analyst report titled "A More Competitive Domain? Maintain In Line, Lower PT to $95." The report stated, in pertinent part:

> [B]ookings missed by 2% (growing 5% Y/Y vs the Street at +7% and Q3 +9%, on a flat comp) as GDDY saw higher than expected uptake of a 1-yr .com promo, with discounting and term mix shift resulting in lower initial order value.
>
> **A&C Growth Deceleration**: A&C bookings growth continued to decel, to +13% Y/Y vs. +14% in Q3 and 20%+ rates seen exiting FY24… Mgmt noted impact of domain discounting on bundled A&C products…

VI. LOSS CAUSATION

47. Plaintiff and other class members were damaged as a result of Defendants' conduct as alleged herein. During the Class Period, Defendants engaged in a scheme to deceive investors by issuing a series of material misrepresentations and omitting material misrepresentations and omitting material facts, trends, commitments, and uncertainties required to be disclosed relating to GoDaddy's operations, business, financial performance, and future prospects.

48. As a direct result of Defendants' scheme, misrepresentations of material fact, and omissions of material fact, the price of GoDaddy's common stock was artificially inflated throughout the Class Period.

49. Class members unknowingly and in reliance on Defendants' materially false or misleading statements and/or omissions purchased GoDaddy common stock at artificially inflated prices on the NYSE. But for Defendants' misrepresentations, omissions, and fraudulent scheme, Plaintiff and other class members would not have purchased GoDaddy common stock at the artificially inflated prices at which it traded during the Class Period.

50. The truth regarding Defendants' fraud was revealed in a corrective disclosure that was made on February 24, 2026. In response to this corrective disclosure, the price of GoDaddy common stock fell precipitously as the artificial inflation caused by Defendants' unlawful conduct was removed from GoDaddy's stock price.

51. The decline in GoDaddy's stock price following the corrective disclosure is directly attributable to the market absorbing information that disclosed the falsities in or misleadingly omitted from Defendants' material misrepresentations.

52. Plaintiff and other class members suffered economic losses as the price of GoDaddy's common stock fell in response to the corrective disclosure. It was foreseeable that such disclosures would cause GoDaddy's stock price to decline. Thus, Defendants' wrongful conduct, as alleged herein, directly and proximately caused the damages suffered by Plaintiff and other class members.

VII. ADDITIONAL SCIENTER ALLEGATIONS

53. Defendants acted with scienter in that they knew, or recklessly disregarded, that the public documents and statements they issued or disseminated to the investing public during the Class Period were materially false or misleading. Defendants knowingly and substantially participated or acquiesced in the issuance or dissemination of such statements and documents as well as actions intended to manipulate the market price of GoDaddy common stock, as primary violations of the federal securities laws. Defendants, by virtue of their receipt of information

reflecting the true facts regarding GoDaddy, their control over, receipt, and/or modification of GoDaddy's materially false and misleading statements, were active and culpable participants in the fraudulent scheme alleged herein.

54. Defendants knew or recklessly disregarded the false and misleading nature of the information they caused to be disseminated to the investing public. The fraudulent scheme described herein could not have been perpetuated during the Class Period without the knowledge and complicity of, or at least the reckless disregard by, personnel at the highest levels of the Company, including the Individual Defendants. Given their positions with GoDaddy, the Individual Defendants controlled the contents of GoDaddy's public statements during the Class Period. The Individual Defendants were each provided with, or had access to, the statements alleged herein to be false and misleading prior to, or shortly after their issuance, and had the ability as well as the opportunity to prevent their issuance or cause them to be corrected. Because of their positions and access to material non-public information, the Individual Defendants knew or recklessly disregarded that the adverse facts specified herein had not been disclosed to, and were being concealed from, the public, and that the positive representations being made were false and misleading. As a result, each of the Defendants is responsible for the accuracy of GoDaddy's corporate statements, and is, therefore, responsible and liable for the representations contained therein.

55. The timing of Defendants' false and misleading statements contained herein support an inference of scienter. Defendants' earliest false and misleading statements occurred on September 3, 2025. By this time, Defendants knew or recklessly disregarded that instituting a promotion on one-year dotcom contracts would likely have a material adverse impact on total bookings growth. Despite this knowledge or reckless disregard thereof, Defendants continued to

mislead the investing public by issuing more false and misleading statements including on October 30, 2025, November 18, 2025, and on December 11, 2025, the latter of which was only weeks away from the quarter ended December 31, 2025.

VIII. NO SAFE HARBOR

56. The Private Securities Litigation Reform Act's statutory safe harbor and the bespeaks caution doctrine applicable to forward-looking statements under certain circumstances do not apply to any of the materially false or misleading statements alleged herein.

57. None of the statements complained of herein were forward-looking statements. Rather, each was a historical statement of purportedly current facts and conditions at the time each statement was made.

58. To the extent that any materially false or misleading statement alleged herein, or any portion thereof, can be construed as forward-looking, such statement was not accompanied by meaningful cautionary language identifying important facts that could cause actual results to differ materially from those in the statement or portion thereof. As set forth above, given the then-existing facts contradicting Defendants' statements, any generalized risk disclosures made by Defendants do not insulate Defendants from liability for their materially false or misleading statements or omissions.

59. To the extent that the statutory safe harbor applies to any materially false or misleading statement alleged herein, or any portion thereof, Defendants are liable for any such materially false or misleading forward-looking statement because at the time such statement was made the speaker knew the statement was false or misleading, or the statements were authorized and approved by an executive officer of GoDaddy who knew that the forward-looking statement was materially false or misleading.

IX. APPLICABILITY OF PRESUMPTION OF RELIANCE: FRAUD ON THE MARKET

60. At all relevant times, the market for shares of GoDaddy common stock was an efficient market by virtue of the following reasons, among others: (i) shares of GoDaddy common stock met the requirements for listing, were actually listed, and were actively traded on the NYSE; (ii) according to the Company's 2025 10-K, GoDaddy had 133,354,117 outstanding shares of GoDaddy's Class A common stock as of February 20, 2026; (iii) as a registered and regulated issuer of securities, GoDaddy filed periodic reports with the SEC and NYSE, in addition to the Company's frequent voluntary dissemination of information; (iv) GoDaddy regularly communicated with investors via established market communication mechanisms, including through regular dissemination of press releases on the national circuits of major newswire services, the Internet, and through other wide-ranging public disclosures, such as communications with the financial press, securities analysts, and other similar reporting services; (v) GoDaddy was followed by securities analysts employed by major brokerage firms, who wrote reports that were distributed to the customers of their respective brokerage firms and made such reports publicly available; (vi) the material misrepresentations and omissions alleged herein would tend to induce a reasonable investor to misjudge the value of GoDaddy common stock; and (vii) without knowledge of the misrepresented or omitted facts, Plaintiff and the members of the class purchased GoDaddy common stock between the time Defendants made the material misrepresentations and omissions and the time the truth was revealed, during which period the price of GoDaddy's common stock was artificially inflated as a result thereof.

61. The market for GoDaddy common stock promptly digested current information regarding GoDaddy from all publicly available sources and reflected such information in the price of GoDaddy common stock. Under these circumstances, all purchasers of GoDaddy common stock

during the Class Period who relied upon the integrity of the market price of GoDaddy common stock, including Plaintiff, suffered similar injury through their purchase of GoDaddy common stock at artificially inflated prices, and a presumption of reliance under the fraud-on-the-market doctrine applies.

X. CLASS ACTION ALLEGATIONS

62. Plaintiff brings this action as a class action pursuant to Federal Rule of Civil Procedure 23(a) and (b)(3), individually and on behalf of a Class consisting of all purchasers of shares of the common stock of GoDaddy during the Class Period.

63. Excluded from the Class are: (i) Defendants; (ii) present or former executive officers of GoDaddy, members of GoDaddy's Board, and members of their immediate families (as defined in 17 C.F.R. § 229.404, Instructions (1)(a)(iii) and (1)(b)(ii)); (iii) any of the foregoing persons' legal representatives, heirs, successors, or assigns; (iv) any entity in which Defendants have or had a controlling interest; and (v) any affiliate of GoDaddy.

64. The members of the class are so numerous that joinder of all members is impracticable. Throughout the Class Period, GoDaddy's securities were actively traded on the NYSE. While the exact number of class members is unknown to Plaintiff at this time and can only be ascertained through appropriate discovery from Defendants, Plaintiff believes that there are at least hundreds, if not thousands, of members in the proposed class. Class members may be identified from records maintained by GoDaddy or its transfer agent and may be notified of the pendency of this action by mail using a form of notice customarily used in securities class actions.

65. Plaintiff's claims are typical of all other class members' claims, as all class members are similarly affected by Defendants' wrongful conduct in violation of the federal securities laws complained of herein.

66. Plaintiff will fairly and adequately protect the interests of the class members and

has retained counsel competent and experienced in class and securities litigation.

67. Common questions of law and fact exist as to all class members and predominate over any questions solely affecting individual class members. Among the questions of law and fact common to the class are: (i) whether Defendants' acts and omissions as alleged herein violated the federal securities laws; (ii) whether Defendants' statements to the investing public during the Class Period misrepresented or omitted material facts about GoDaddy's operations, business, performance, and future prospects; (iii) to what extent the class members have sustained damages; and (iv) the proper measure of such damages.

68. A class action is superior to all other available methods for the fair and efficient adjudication of this controversy since joinder of all class members is impracticable.

69. Furthermore, as the damages suffered by individual class members may be relatively small, the expense and burden of individual litigation make it impossible for class members to redress individually the wrongs done to them.

70. There will be no difficulty in the management of this action as a class action.

XI. CAUSES OF ACTION

COUNT I
For Violation of Section 10(b) of the Exchange Act and Rule 10b-5
Against All Defendants

71. Plaintiff incorporates by reference and realleges all preceding paragraphs as if fully set forth herein.

72. This claim is brought against Defendants under Section 10(b) of the Exchange Act, 15 U.S.C. § 78j(b), and Rule 10b-5 promulgated thereunder, 17 C.F.R. § 240.10b-5.

73. During the Class Period, Defendants used the means and instrumentalities of interstate commerce, the U.S. mails, and the facilities of a national securities exchange to make materially false or misleading statements and omissions of material fact alleged herein to: (i)

deceive the investing public, including Plaintiff; (ii) cause the market price of GoDaddy common stock to trade above its true value; and (iii) cause Plaintiff as well as other class members to purchase GoDaddy common stock at artificially inflated prices that did not reflect the stock's true value during the Class Period. In furtherance of their unlawful scheme, plan, or course of conduct, Defendants took the actions alleged herein.

74. While in possession of material adverse non-public information, Defendants, individually and in concert, directly or indirectly, by the use of means and instrumentalities of interstate commerce, the U.S. mails, and the facilities of a national securities exchange: (i) employed devices, schemes, and artifices to defraud; (ii) made false or misleading statements of material fact and/or failed to disclose material facts necessary in order to make the statements made, in light of the circumstances under which they were made, not misleading; and (iii) engaged in acts, practices, and a course of business that operated as a fraud or deceit upon the purchasers of the Company's common stock in an effort to maintain artificially high market prices for GoDaddy common stock, in violation of Rule 10b-5. Defendants are liable as primary participants in the wrongful conduct alleged herein.

75. Defendants acted with actual knowledge of falsity of their public statements, or with a reckless disregard for the truth of the materially misrepresented and omitted facts alleged herein. Specifically, Defendants failed to disclose such facts even though such facts were readily available to them, if not known.

76. Defendants' material misrepresentations and omissions were made knowingly and/or recklessly for the express purpose and effect of concealing the truth regarding GoDaddy's operations, business, performance, and future prospects from the investing public, thereby artificially inflating the price of the Company's common stock.

77. As set forth above, the dissemination of the materially false or misleading information and failure to disclose material facts artificially inflated or maintained artificial inflation already incorporated in the market price of GoDaddy common stock during the Class Period.

78. Plaintiff and other class members purchased or otherwise acquired GoDaddy common stock during the Class Period at artificially inflated prices in direct or indirect reliance on: (i) the materially false or misleading statements made by Defendants; (ii) the efficiency and integrity of the market in which the Company’s common stock trades; and (iii) the absence of material adverse information that Defendants knew of or recklessly disregarded but did not publicly disclose. As the previously misrepresented and/or concealed material facts eventually emerged through corrective disclosures, the artificial inflation was removed from the market, causing the price of GoDaddy common stock to decline sharply and directly resulting in statutory damages to Plaintiff and the Class.

79. Plaintiff and other class members reasonably relied on Defendants' public statements, were unaware of their falsity, and believed them to be true at the time they were made. Had Plaintiff and the Class known the true facts regarding GoDaddy’s financial results, operations, and prospects, they would not have purchased GoDaddy common stock at artificially inflated prices.

80. By virtue of the foregoing, Defendants have violated Section 10(b) of the Exchange Act and Rule 10b-5 promulgated thereunder. As a direct and proximate result of Defendants’ wrongful conduct, Plaintiff and other class members suffered damages in connection with their transactions in the Company’s common stock during the Class Period.

COUNT II
For Violation of Section 20(a) of the Exchange Act
Against the Individual Defendants

81. Plaintiff incorporates by reference and realleges all preceding paragraphs as if fully set forth herein. This claim is brought against the Individual Defendants under Section 20(a) of the Exchange Act, 15 U.S.C. § 78t(a).

82. Prior to and during the Class Period, the Individual Defendants, by virtue of their high-level positions, were privy to, and monitored, confidential and proprietary information concerning GoDaddy, its business, operations, performance, and future prospects, including its compliance with federal, state, and local laws and regulations.

83. In their respective roles, the Individual Defendants had regular access to non-public information about GoDaddy's business, operations, performance, and future prospects through access to internal corporate documents and information, conversations, and connections with other of GoDaddy's corporate officers and employees, attendance at management meetings and meetings of the Company's Board of Directors and committees thereof, as well as reports and other information provided to them in connection therewith.

84. Each of the Individual Defendants was a controlling person of GoDaddy within the meaning of Section 20(a), as alleged herein. By virtue of their high-level positions, their participation in or awareness of the Company's day-to-day operations and finances, and/or knowledge of the statements filed by the Company with the SEC and disseminated to the investing public, the Individual Defendants each had the power and authority to influence and control, and did influence and control, directly or indirectly, the day-to-day decision-making of the Company, including the content and dissemination of the statements Plaintiff alleges were materially false and misleading.

85. Each of the Individual Defendants is liable as a primary participant in a wrongful

scheme and course of business that operated as a fraud and deceit on purchasers of GoDaddy common stock during the Class Period, which included the dissemination of materially false or misleading financial statements and statements (both affirmative statements and statements rendered misleading because of material omissions) set forth above. The scheme: (i) deceived the investing public regarding GoDaddy's operations and the true value of GoDaddy's common stock; and (ii) caused Plaintiff and other class members to purchase GoDaddy common stock at artificially inflated prices, which plummeted in value when the truth concerning GoDaddy's business, operations, performance, and future prospects was revealed.

86. The Individual Defendants were provided with, or had unlimited access to, copies of the Company's reports, press releases, public filings, and other statements Plaintiff alleges were materially misleading prior to and/or shortly after these statements were issued and had the ability and ultimate authority to prevent the issuance of these statements or cause these statements to be corrected. In particular, the Individual Defendants maintained direct and supervisory involvement in the day-to-day operations of the Company and therefore had, or are presumed to have had, the power to control or influence the particular public statements or omissions giving rise to the securities violations as alleged herein and exercised the same.

87. As set forth above, Defendants violated Section 10(b) and Rule 10b-5 by their acts and omissions alleged herein. By virtue of the Individual Defendants' status as controlling persons and their respective participation in the underlying violations of Section 10(b) and Rule 10b-5, the Individual Defendants are liable under Section 20(a).

88. As a direct and proximate result of the Individual Defendants' culpable conduct, Plaintiff and other class members suffered damages in connection with their transactions in GoDaddy's common stock during the Class Period.

XII. PRAYER FOR RELIEF

WHEREFORE, Plaintiff prays for relief and judgment as follows:

1. Certification of this action as a class action;

2. Awarding compensatory damages against all Defendants, jointly and severally, for all damages sustained as a result of Defendants' wrongdoing, in an amount to be proven at trial, including interest thereon, as allowed by law;

3. Awarding Plaintiff its costs and expenses incurred in this action, including reasonable counsel fees and expert fees; and

Awarding such other and further relief as may be just and proper.

XIII. JURY DEMAND

Plaintiff demands a trial by jury.

Dated: August 21, 2026