

## **SETTLEMENT AGREEMENT AND RELEASE**

This Settlement Agreement and Release (the “Agreement” or “Settlement Agreement”) is entered into by and between Priscilla Wall (“Plaintiff”), individually, and on behalf of the Settlement Class (as defined below), and Defendant Barracuda Networks, Inc. (“Barracuda” or “Defendant”; together with Plaintiff, the “Parties”), in the putative class action entitled *Wall v. Wescom Central Credit Union, et al.*, Case No. 5:23-cv-0223-CAS-SHK, pending in the U.S. District Court for the Central District of California (the “Action”).

### **I. FACTUAL BACKGROUND AND RECITALS**

1. Between October 30, 2022 and May 30, 2023, Barracuda experienced a security incident involving unauthorized third-party access to emails and attachments stored on its ESG appliances (the “Incident”).

2. On May 30, 2023, Barracuda notified Wescom Credit Union (“Wescom”) that its data was impacted by the Incident. Wescom’s investigation of the Incident determined that the Private Information of approximately 32,964 individuals, including Plaintiff, was potentially impacted by the Incident.

3. Wescom began notifying individuals whose Private Information may have been impacted by the Incident on or around October 20, 2023.

4. Plaintiff filed the Action on November 7, 2023.

5. On January 11, 2024, Barracuda moved to dismiss the Action. Following the completion of briefing and oral argument, the Court issued an order on March 18, 2024, granting Barracuda’s motion as to Plaintiff’s claim for unjust enrichment, but denying the motion as to Plaintiff’s claims for negligence and violation of California’s Unfair Competition Law.

6. The Parties have agreed to settle the Action on the terms and conditions set forth herein because the outcome of the Litigation is uncertain, and achieving a final result through contested litigation would entail substantial additional risk, uncertainty, discovery, time, and expense for the Parties.

7. Defendant denies all claims of wrongdoing or liability that Plaintiff, Settlement Class Members, or anyone else have asserted in the Action or may assert in the future. Despite Defendant’s position that it is not liable for, and has good defenses to, the claims alleged in the Action, Defendant desires to settle the Action, and thus avoid the expense, risk, exposure, inconvenience, uncertainty, and distraction of continued litigation relating to the matters being fully settled and finally resolved and released in this Settlement Agreement. Neither this Settlement Agreement, nor any negotiation or act performed, or document created in relation to the Settlement Agreement or negotiation, or discussion thereof is, may be deemed to be, or may be used as, an admission of, or evidence of, any wrongdoing or liability of Defendant.

8. The Parties now enter into this Settlement Agreement. Settlement Class Counsel has conducted a pre-suit investigation, and fully evaluated the merits and risks of future litigation. Moreover, Settlement Class Counsel has fully evaluated the available facts, applicable law, and comparable settlements related to the Litigation and have concluded that the proposed settlement, according to the terms set forth below, is fair, reasonable, adequate, and beneficial to and in the best interests of Plaintiff and the Settlement Class, recognizing: (1) the existence of complex and contested issues of law and fact, (2) the risks inherent in the Action, (3) the likelihood that future proceedings will be unduly protracted and expensive if the Litigation is not settled by voluntary agreement, and (4) the magnitude of the benefits derived from the proposed Settlement in light of both the maximum potential and likely range of recovery to be obtained through further litigation and the expense thereof, as well as the potential of no recovery whatsoever.

9. Considering the risks and uncertainties of continued litigation and all factors bearing on the merits of settlement, the Parties are satisfied that the terms and conditions of this Settlement Agreement are fair, reasonable, adequate, and in their respective best interests.

10. In consideration of the covenants, agreements, and releases set forth herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, it is agreed by and among the undersigned that the Litigation be fully and finally settled and compromised, and that the Releasors release the Released Parties of the Released Claims, without costs as to Released Parties, Plaintiff, Settlement Class Counsel, or the Settlement Class, except as explicitly provided for in this Settlement Agreement, subject to the approval of the Court, on the following terms and conditions.

## **II. DEFINITIONS**

As used in this Settlement Agreement, the following terms have the meanings specified below:

11. **“Action”** shall mean the putative class action entitled *Wall v. Wescom Central Credit Union, et al.*, Case No. 5:23-cv-0223-CAS-SHK, in the United States District Court for the Central District of California.

12. **“Approved Claims”** shall mean complete and timely Claim Forms submitted by Settlement Class Members that have been approved by the Settlement Administrator.

13. **“CAFA Notice”** means the notice disseminated or to be disseminated to appropriate federal and state officials pursuant to the requirements of the Class Action Fairness Act of 2005, 28 U.S.C. § 1715(b), and in accordance with this Settlement Agreement. CAFA Notice will be mailed within 10 days of the filing of the Settlement Agreement and Release with the Court.

14. **“Claim Form”** shall mean the form that Settlement Class Members may submit to obtain compensation under this Settlement Agreement, which is attached as **Exhibit A**.

15. **“Claims Deadline”** shall mean the date by which all Claim Forms must be postmarked (if mailed) or submitted (if filed electronically) to be considered timely and shall be set

as a date ninety (90) days after the Notice Deadline is entered or such other date as ordered by the Court in the Preliminary Approval Order. The Claims Deadline shall be clearly set forth in the Preliminary Approval Order, as well as in the Notice, on the Settlement Website, and on the Claim Form.

16. **“Counsel”** or **“Parties’ Counsel”** means both Settlement Class Counsel and Defendant’s Counsel, collectively.

17. **“Court”** shall mean the United States District Court for the Central District of California.

18. **“Incident”** shall mean the security incident involving unauthorized third-party access to emails and attachments stored on Barracuda’s ESG appliances between October 30, 2022 and May 30, 2023.

19. **“Defendant”** shall mean Barracuda Networks, Inc. (“Barracuda”).

20. **“Defendant’s Counsel”** shall mean Angelo A. Stio, III and Tambry L. Bradford of Troutman Pepper Locke, LLP.

21. **“Effective Date”** shall mean the date on which all appellate rights with respect to the Final Approval Order have expired or have been exhausted in such a manner as to affirm the Final Approval Order, and when no further appeals are possible, including review by the United States Supreme Court.

22. **“Extraordinary Losses”** are documented losses associated with identity theft, medical fraud, tax fraud, other forms of fraud, and other actual misuse of personal information, provided that (1) the loss is an actual documented and unreimbursed monetary loss; (ii) the loss was more likely than not caused by the Incident; (iii) the loss is not already covered by one or more of the time and expense compensation categories under lost time and ordinary expenses; (iv) the Class Member made reasonable efforts to avoid the loss or seek reimbursement for the loss, and (v) the loss occurred between October 30, 2022 and the Claims Deadline.

23. **“Fee and Expense Application”** shall mean the Motion to be filed by Settlement Class Counsel, in which he seeks approval of an award of attorneys’ fees and litigation expenses.

24. **“Fee Award and Expenses”** means the amount of attorneys’ fees and reimbursement of litigation expenses awarded by the Court to Settlement Class Counsel.

25. **“Final Approval Hearing”** means the hearing before the Court where Plaintiff will request a judgment to be entered by the Court approving the Settlement Agreement and approving the Fee Award and Expenses.

26. **“Final Approval Order”** shall mean an order entered by the Court that:

- i. Certifies the Settlement Class for settlement purposes only;

- ii. Finds that the Settlement Agreement is fair, reasonable, and adequate, was entered into in good faith and without collusion, and approves and directs consummation of this Settlement Agreement;
- iii. Dismisses Plaintiff's claims pending before it with prejudice and without costs, except as explicitly provided for in this Settlement Agreement;
- iv. Approves the Releases provided in Section VIII and orders that, as of the Effective Date, the Released Claims will be released as to Released Parties;
- v. Reserves jurisdiction over the settlement and this Settlement Agreement; and
- vi. Finds that there is no just reason for delay of entry of Final Approval Order with respect to the foregoing; and
- vii. The time to appeal from the Final Approval Order has expired and no appeal has been timely filed; or if such an appeal has been filed, all potential appeals have been finally resolved and have resulted in an affirmation of the Final Approval Order; or the Court following the resolution of all potential appeals enters a further order or orders approving the Settlement Agreement on the material terms set forth herein, and either no further appeal is taken from such order(s) or any such appeal results in affirmation of such order(s).

27. **"Frequently Asked Questions" or "FAQs"** are questions and answers to those questions that are frequently posed by Settlement Class Members about class action settlements and specifically about this Settlement Agreement that will be posted on the Settlement Website.

28. **"Long Form Notice"** is the detailed, long form notice that will be posted on the Settlement Website including robust details about the Settlement, which is attached as **Exhibit C**.

29. **"Notice"** means the direct notice of this proposed settlement, which is to be provided substantially in the manner set forth in this Settlement Agreement and the attached **Exhibits B and C**, and is consistent with the requirements of Due Process.

30. **"Notice Deadline"** means the last day by which Notice must be issued to the Settlement Class Members; the Long Form Notice and Short Form Notice will be posted to the Settlement Website and will occur thirty (30) days after the Court enters the Preliminary Approval Order or such other date as ordered by the Court.

31. **"Notice and Administrative Expenses"** means all of the expenses incurred in the administration of this Settlement Agreement, including, without limitation, all expenses or costs associated with providing Notice to the Settlement Class, providing CAFA Notice, hosting and maintaining the Settlement Website, locating Settlement Class Members, processing Claim Forms, determining the eligibility of any person to be a Settlement Class Member, administering and resolving deficiencies in submitted Claim Forms, and calculating and distributing Settlement Payments to Settlement Class Members. Notice and Administrative Expenses also include all

reasonable third-party fees and expenses incurred by the Settlement Administrator in administering this Settlement Agreement. Notice and Administrative Expenses shall be paid by Barracuda.

32. **“Objection Deadline”** means the date by which a written objection to this Settlement Agreement must be postmarked and/or filed with the Court, which shall be designated as a date sixty (60) days after Notice Deadline, or such other date as ordered by the Court.

33. **“Opt-Out Deadline”** means the last day by which a Settlement Class Member may file a request to be excluded from the Settlement Class, which will be sixty (60) days after the Notice Deadline, or such other date as ordered by the Court. This deadline will also be known as the “Exclusion Deadline.” Settlement Class Members’ opt-out requests may also be referred to herein as a “Request for Exclusion.”

34. **“Ordinary Losses”** are out-of-pocket expenses incurred as a result of the Incident, including unreimbursed bank fees, unreimbursed card reissuance fees, unreimbursed overdraft fees, unreimbursed charges related to the unavailability of funds, unreimbursed late fees, unreimbursed over-limit fees, unreimbursed charges from banks or credit card companies, interest on payday loans due to a card cancelation or over-limit situation, long-distance phone charges, cellphone charges if charged by the minute, data charges if charged based on data usage, text messages if charged by the message, postage, or gasoline for local travel, fees for credit reports between October 30, 2022 and the Claims Deadline.

35. **“Parties”** shall mean Plaintiff and Defendant, collectively.

36. **“Plaintiff,” “Settlement Class Representative,” or “Settlement Class Plaintiff”** means Priscilla Wall.

37. **“Preliminary Approval Order”** means the Court’s Order preliminarily approving the Settlement Agreement, certifying the Settlement Class for settlement purposes, and directing notice of the Settlement Agreement to the Settlement Class.

38. **“Private Information”** means information potentially impacted in the Incident, including names and financial account numbers.

39. **“Released Claims”** shall have the meaning ascribed to it as set forth in Section VIII of this Settlement Agreement.

40. **“Released Parties”** means Defendant, including its past or present agents, subsidiaries, parents, and affiliates, and its respective employees, officers, directors, shareholders, partners, members, managers, owners, heirs, executors, predecessors, successors, assigns, insurers (including excess insurers and reinsurers), vendors, attorneys, and/or sureties, and Wescom Central Credit Union, including its past or present agents, subsidiaries, parents, and affiliates, and its respective employees, officers, directors, shareholders, partners, members, managers, owners, heirs, executors, predecessors, successors, assigns, insurers (including excess insurers and reinsurers), vendors, attorneys, and/or sureties (the “Released Parties”).

41. **“Releasors”** shall refer, jointly and severally, and individually and collectively, to Plaintiff, the Settlement Class Members, and to each of their predecessors, successors, heirs, executors, administrators, and assigns of each of the foregoing, and anyone claiming by, through, or on behalf of them.

42. **“Service Award”** shall have the meaning ascribed to it as set forth in Section IX of this Settlement Agreement. The Service Award requested in this matter will be \$5,000 to Plaintiff, subject to Court approval. For tax purposes, the Service Award paid to the Plaintiff shall be treated as a 1099-miscellaneous payment.

43. **“Settlement Administrator”** means, subject to Court approval, RG/2 Claims Administration, an entity jointly selected and supervised by Settlement Class Counsel and Defendant to administer the Settlement Agreement.

44. **“Settlement Class”** shall mean “All individuals who may have had Private Information potentially compromised as a result of the Incident, and who were provided notice of the Incident by Wescom.” Excluded from the Settlement Class are: (1) the judge presiding over the Action and members of her direct family, and the court personnel working on the Action, including the Court personnel’s direct family members, (2) Defendant, its subsidiaries, parent companies, successors, predecessors, and any entity in which the Defendant or Defendant’s parent companies have a controlling interest and their current or former officers and directors, (3) Wescom Central Credit Union, its subsidiaries, parent companies, successors, predecessors, and any entity in which the Wescom or Wescom’s parent companies have a controlling interest and their current or former officers and directors, and (4) Settlement Class Members who submit a valid Request for Exclusion prior to the Opt-Out Deadline.

45. **“Settlement Class Counsel”** shall mean John J. Nelson of Milberg Coleman Bryson Phillips Grossman, PLLC.

46. **“Settlement Class List”** means a list of each Settlement Class Member’s full names and current or last known contact information (U.S. Mail address where available), which Settlement Class Counsel shall obtain from Wescom and shall provide to the Settlement Administrator within seven (7) days of the entry of the Preliminary Approval Order.

47. **“Settlement Class Member”** means an individual who falls within the definition of the Settlement Class.

48. **“Settlement Payment”** means any payment to be made to any Settlement Class Member for Approved Claims pursuant to paragraphs 51 and 63. Payments for valid claims shall be sent or postmarked within thirty (30) days after entry of the Effective Date. All checks shall be void ninety (90) days after issuance. If a check becomes void, the Settlement Class Member shall have until thirty (30) days after the void date to request re-issuance by the Settlement Administrator. Settlement Class Members who do not timely cash their Settlement Payment checks and/or fail to request a reissuance will be considered as having waived any right to a cash payment under the Settlement Agreement.

49. **“Settlement Website”** means a website established and administered by the Settlement Administrator, which shall contain information about the Settlement, including electronic copies of **Exhibits A and C** (or any forms of these documents that are approved by the Court), this Settlement Agreement, and all Court documents related to the Settlement. The Settlement Website will be publicly viewable and contain information about the Settlement Agreement, including, but not limited to, copies of the operative complaint filed in the Action, a copy of the Long Form Notice, FAQs, a Claim Form that may be submitted online through the Settlement Website or mailed to the Settlement Administrator, and the deadlines for filing a Claim Form, objection to the Settlement Agreement, Request for Exclusion, Fee and Expense Application, and the date of the Final Approval Hearing. The Settlement Website is viewed as an important piece of the notice plan to Settlement Class Members. The Settlement Website will remain active until ninety (90) days after the Effective Date.

50. **“Short Form Notice”** is the direct notice that will be sent to each Settlement Class Member for whom contact information is available, attached as **Exhibit B**.

### **III. SETTLEMENT BENEFITS AND ADMINISTRATION**

51. **Settlement Benefits.** The Settlement Administrator will agree to make the following payments available to Settlement Class Members who submit valid and timely Claim Forms. Claims will be subject to review for completeness and plausibility by the Settlement Administrator, and Settlement Class Members who submit Claim Forms will have the opportunity to seek review by the Parties’ Counsel, if they dispute the Settlement Administrator’s initial determination. Settlement Class Members may submit claims for compensation for Ordinary Losses, Lost Time, and Extraordinary Losses. Settlement class members may choose any or all applicable categories of compensation subject to the requirements and limitations set forth below. The overall compensation cap for any individual for all amounts claimed for Ordinary Losses and Lost Time is \$500.

- i. **Compensation for Ordinary Losses:** The Settlement Administrator will provide compensation, up to a total of \$500.00 per person who is a member of the Settlement Class, upon submission of a Claim Form and supporting documentation, for out-of-pocket monetary losses incurred as a result of the Incident, including, without limitation, unreimbursed losses relating to unreimbursed bank fees, long distance phone charges, cell phone charges (only if charged by the minute), data charges (only if charged based on the amount of data used), postage, or gasoline for local travel; fees for credit reports, credit monitoring, or any other insurance product purchased between October 2022 and the date of the Claims Deadline.

Settlement Class Members submitting claims for Out-of-Pocket Losses must submit documentation supporting their claims. This can include receipts or other documentation that document the costs incurred but does not include documentation that is “self-prepared” by the claimant. “Self-prepared” documents such as handwritten receipts are, by themselves, insufficient to receive reimbursement, but can be considered to add clarity or support to other submitted documentation.

- ii. **Compensation for Lost Time:** All Settlement Class Members are eligible to make a claim for compensation of up to 3 hours of lost time (at \$20 per hour) spent dealing with the Incident, provided that the Settlement Class Member submits an attestation in the Claim Form affirming that the time was spent dealing with issues relating to the Incident.
- iii. **Compensation for Extraordinary Losses:** Settlement Class Members will be eligible for compensation up to \$1,500 for proven Extraordinary Losses provided that (1) the loss is an actual, documented, and unreimbursed loss; (2) the loss was more likely than not caused by the Incident; (3) the loss occurred during a specified period; and (4) the loss is not already covered by one or more of the other categories of settlement benefits, and the Settlement Class Member made reasonable efforts to avoid, or seek reimbursement for, the loss, including but not limited to exhaustion of all available credit monitoring insurance and identity theft insurance.
- iv. **Credit Monitoring:** In addition to the benefits outlined above, all Settlement Class Members shall be automatically offered a 1-year membership of 3B credit monitoring with at least \$1 million in fraud protection through Intersections, LLC d/b/a Pango Group. “Automatic” shall be understood to mean that the codes for the services will be sent with the Notice, and Settlement Class Members will not be required to file a formal claim to obtain this benefit, but rather will merely need to enroll and activate the service after the Effective Date.

52. **Settlement Administration Fees.** Notice and Administrative Expenses, including the cost of Notice, will be paid by the Settlement Administrator and funded by Barracuda separate and apart from the relief made available to Settlement Class Members. After reviewing competitive bids for the settlement administration fees to minimize the administration costs while still providing effective notice to the Settlement Class, the Parties have agreed to use RG/2 Claims Administration as the Settlement Administrator.

53. **Release and Dismissal.** Provided that Final Approval of this Settlement Agreement is granted by the Court without material change, material amendment, or material modification, Barracuda will pay Approved Claims for Settlement Class Members in exchange for a full, fair, and complete release of all Released Parties from Released Claims, and dismissal of the Action with prejudice.

54. **Notice.** Once the Settlement Administrator and the Settlement Agreement are preliminarily approved by the Court, the Settlement Administrator will provide Notice in a manner mutually agreed upon by the Parties.

55. **Settlement Payments.** After the Court enters the Final Approval Order, the Settlement Administrator shall provide the Settlement Payments described in this Settlement Agreement to all Settlement Class Members that made an Approved Claim, subject to the procedure set forth herein.



56. **No liability.** The Parties, Settlement Class Counsel, and Defendant's Counsel shall not have any liability whatsoever with respect to: (1) any act, omission or determination of the Settlement Administrator, or any of its respective designees or agents, in connection with the administration of the Settlement or otherwise, or (2) the determination, administration, calculation, or payment of any claims asserted by claimants.

57. **Indemnity.** In addition to any other indemnification obligations set forth in this Settlement Agreement, the Settlement Administrator shall indemnify and hold harmless the Parties, Settlement Class Counsel, and Defendant's Counsel for: (i) any act or omission or determination of the Settlement Administrator, or any of Settlement Administrator's designees or agents, in connection with the Notice and the administration of the Settlement, and (ii) the determination, administration, calculation, or payment of any claims asserted by claimants.

#### **IV. PAYMENT SCHEDULE**

58. Barracuda shall pay costs sufficient to fund the Settlement as Follows:

- i. Within thirty (30) days of the Preliminary Approval Order and receipt of an appropriate W-9 Form, Barracuda shall pay all costs associated with notifying the Settlement Class Members of this Settlement Agreement in an amount estimated by the Settlement Administrator.
- ii. Within thirty (30) days of the Effective Date and an appropriate W-9 Form, Barracuda shall pay to Class Counsel any attorneys' fees, costs, expenses, and service award approved by the Court pursuant to Section IX.
- iii. Within thirty (30) days of the Effective Date and an appropriate W-9 Form, Barracuda shall pay to the Settlement Administrator an amount sufficient to satisfy the full amount of Approved Claims. To the extent claims are finally approved after the deadline for the initial payment, the Settlement Administrator shall send monthly statements to counsel for Barracuda with additional amounts due to pay for Approved Claims, and Barracuda shall pay those additional amounts within thirty (30) days of each monthly statement. Within forty-five (45) days of the Effective Date or within forty-five (45) days of the date that the claim is approved, whichever is later, the Settlement Administrator shall send out payment for all valid claims.

#### **V. CLASS NOTICE, OPT-OUTS, AND OBJECTIONS**

59. **Notice.** Within seven (7) days after the date of the Preliminary Approval Order, Settlement Class Counsel shall provide the Settlement Class List to the Settlement Administrator. Notice shall be disseminated via email or U.S. mail if email is unavailable to all Settlement Class Members and shall occur thirty (30) days after the Court enters the Preliminary Approval Order or such other date as ordered by the Court (the "Notice Deadline"). The process to issue Notice as described in this Paragraph and the creation and maintenance of the Settlement Website shall constitute the "Notice Plan."

60. **Final Approval Hearing.** The Notice must set forth the time and place of the Final Approval Hearing (subject to change) and state that any Settlement Class Member who does not file a timely and adequate objection in accordance with Paragraph 62 waives the right to object or to be heard at the Final Approval Hearing and shall be forever barred from making any objection to the Settlement Agreement. If the Court changes the date or time of the Final Approval Hearing, the Settlement Administrator shall update the Settlement Website to reflect the new date or time. No additional notice to the Settlement Class is required if the Court changes the date or time of the Final Approval Hearing after the Preliminary Approval Order.

61. **Opt-Outs.** The Notice shall explain the procedure for Settlement Class Members to exclude themselves or “opt-out” of the Settlement by submitting a Request for Exclusion to the Settlement Administrator postmarked or submitted electronically no later than the Opt-Out Deadline. The Request for Exclusion must include the following, or substantially the same as the following, information: name of the proceeding, the individual’s full name, current address, personal signature, and the words “Request for Exclusion” or a comparable statement that the individual does not wish to participate in the Settlement Agreement. The Notice must state that any Settlement Class Member who does not file a timely Request for Exclusion in accordance with this Paragraph will lose the opportunity to exclude himself or herself from the Settlement and will be bound by the Settlement. No later than ten (10) days after the Opt-Out Deadline, the Settlement Administrator shall provide a declaration stating the number of Settlement Class Members who have timely and validly excluded themselves from the Settlement (the “Opt-Out Report”).

62. **Objections.** The Notice shall explain the procedure for Settlement Class Members to object to the Settlement Agreement or Fee and Expense Application by submitting written objections to the Settlement Administrator no later than the Objection Deadline. For an objection to be a valid objection under the Settlement, it must be in writing and submitted to the Settlement Administrator postmarked or submitted electronically no later than the Opt-Out Deadline, the Objection Deadline, and must include or substantially comply with the following: (1) the name of the proceeding, (2) the Settlement Class Member’s full name, current mailing address, email address, and telephone number, (3) a statement of the specific grounds for the objection, as well as any documents supporting the objection, (4) the identity of any attorneys representing the objector, (5) a statement regarding whether the Settlement Class Member (or his/her attorney) intends to appear at the Final Approval Hearing, (6) a statement identifying all class action settlements objected to by the Settlement Class Member in the previous five (5) years, and (7) the signature of the Settlement Class Member or the Settlement Class Member’s attorney. The Court, in its discretion, may authorize additional discovery of objectors.

63. **Claim Validation, Cure, and Deficiency Process.** After the Settlement Administrator reviews all claims submitted under this Settlement, it will send a summary to the Parties’ Counsel identifying the number of Approved Claims and invalid claims. For invalid claims, the Settlement administrator will send Settlement Class Members submitting such claims a deficiency notice giving the Settlement Class Members twenty-one (21) days to cure any deficiencies. The cost of the deficiency process shall be included in the Notice and Administrative Expenses. After all Approved Claims have been fully processed, including reviewing all claims that have been cured through the deficiency process, the Settlement Administrator will send a list of all Approved Claims to the Parties’ Counsel.

## **VI. PRELIMINARY APPROVAL, FINAL APPROVAL, AND JURISDICTION**

64. **Certification of the Settlement Class.** For purposes of this Settlement Agreement only, the Parties stipulate to the certification of the Settlement Class, which is contingent upon both the Court entering the Final Approval Order of this Settlement Agreement and the occurrence of the Effective Date. This stipulation is strictly for the purposes of this Settlement Agreement as provided herein and shall not and may not be used in any other proceeding as any authority for or against certification of any other class. If the settlement set forth in this Settlement Agreement is not approved by the Court, or if the Settlement Agreement is terminated or cancelled pursuant to the terms of this Settlement Agreement, this Settlement Agreement, and the certification of the Settlement Class provided for herein, will be vacated and the Action shall proceed as though the Settlement Class had never been certified, without prejudice to either Parties' position on the issue of class certification or any other issue.

65. **Preliminary Approval.** Within thirty (30) days of the execution of this Agreement, or a later date ordered by the Court, Settlement Class Counsel shall file a Motion for Preliminary Approval of the Settlement, in a form agreeable to the Parties.

66. **Final Approval.** Settlement Class Counsel shall move the Court for a Final Approval Order of this Settlement thirty-five (35) days prior to the date of the Final Approval Hearing. Contemporaneously with seeking Final Approval of the Settlement, Parties' Counsel shall cause to be filed with the Court a declaration from the Settlement Administrator with respect to the Notice program and the Claims process.

67. **Jurisdiction.** The Court shall retain jurisdiction over the implementation, enforcement, and performance of this Settlement Agreement, and shall have exclusive jurisdiction over any suit, action, proceeding, or dispute arising out of or relating to this Settlement Agreement that cannot be resolved by negotiation and agreement by counsel for the Parties. The Court shall retain jurisdiction with respect to the administration, consummation, and enforcement of the Settlement Agreement and shall retain jurisdiction for the purpose of enforcing all terms of the Settlement Agreement. The Court shall also retain jurisdiction over all questions and/or disputes related to the Notice Plan and the Settlement Administrator. As part of its agreement to render services in connection with this Settlement, the Settlement Administrator shall consent to the jurisdiction of the Court for this purpose.

## **VII. MODIFICATION AND TERMINATION**

68. **Modification.** The terms and provisions of this Settlement Agreement may be amended, modified, or expanded by written agreement of the Parties and approval of the Court; provided, however, that after entry of the Preliminary Approval Order the Parties may, by written agreement, effect such amendments, modifications, or expansions of this Settlement Agreement and its implementing documents (including all exhibits hereto) without further notice to the Settlement Class or approval by the Court if such changes are consistent with the Court's Preliminary Approval Order and do not materially alter, reduce, or limit the rights of Settlement Class Members under this Settlement Agreement.

69. **Settlement Not Approved.** If: (1) the Court does not issue the Preliminary Approval Order or Final Approval Order; (2) the Effective Date does not occur; or (3) any court alters or modifies the Final Approval Order in any material respect, the Parties shall have sixty (60) days from the date of such event to work together in good faith in considering, drafting, and submitting reasonable modifications to this Settlement Agreement to address any issues identified by the Court or that otherwise caused the Preliminary Approval Order or Final Approval Order not to issue or the Effective Date not to occur. If such efforts are unsuccessful, either Party may at their sole discretion terminate this Settlement Agreement on seven (7) days written notice to the other Party. For avoidance of any doubt, except as set forth in Paragraphs 70-71, neither Party may terminate the Settlement Agreement while an appeal from an order granting approval of the Settlement is pending.

70. **Termination.** Defendant's willingness to settle this Action on a class-action basis and to agree to the accompanying certification of a Settlement Class is dependent upon achieving finality in this Action and the desire to avoid the expense of this and other litigations. Consequently, Defendant has the right to terminate this Settlement Agreement, declare it null and void, and have no further obligations under this Settlement Agreement if any of the following conditions subsequently occur:

- i. the Parties fail to obtain and maintain preliminary approval of the proposed Settlement of the claims of the Settlement Class;
- ii. any court requires Defendant to comply with obligations or requirements that are greater than or materially different from the requirements set forth in this Settlement Agreement;
- iii. the Court fails to enter a Final Approval Order;
- iv. the settlement or Final Approval Order are not upheld on appeal, including review by the United States Supreme Court;
- v. the Effective Date does not occur for any reason, including but not limited to the entry of an order by any court that would require either material modification or termination of the Settlement Agreement; or
- vi. the Defendant's insurer or insurers refuse to or otherwise fail to fund in full the Settlement subject to the exhaustion of the self-insured retention, if the Defendant gives notice of the termination of this Settlement Agreement within ten (10) days after the deadline for funding.

71. **Defendant's Termination.** Defendant may also unilaterally terminate this Settlement Agreement on seven (7) days written notice to Settlement Class Counsel if more than 5 percent of total Settlement Class Members submit valid Requests for Exclusion.

72. **Effect of Termination.** In the event of a termination as provided in Paragraphs 69-71, this Settlement Agreement shall be considered null and void; all of the Parties' obligations under the Settlement Agreement shall cease to be of any force and effect and the Parties shall return to the status quo ante in the Action as if the Parties had not entered into this Settlement Agreement. Further, in the event of such a termination, any certification of the Settlement Class for settlement purposes shall be void. In the event of such a termination, all of the Parties' respective pre-Settlement Agreement claims and defenses will be preserved.

## **VIII. RELEASES**

80. **Released Claims.** Upon Final Approval of this Settlement Agreement, Plaintiff and Settlement Class Members release, acquit, and forever discharge Defendant and the Released Parties and their past or present agents, subsidiaries, parents, and affiliates, and their respective employees, officers, directors, shareholders, partners, members, managers, owners, heirs, executors, predecessors, successors, assigns, insurers (including excess insurers and reinsurers), vendors, attorneys, and/or sureties ("Released Parties") from any claims, demands, rights, actions, or causes of action, liabilities, damages, losses, obligations, judgments, suits, penalties, remedies, matters, and issues of any kind or nature, whether known or unknown, that each Settlement Class Member has, had, or may ever have, now or in the future, known or unknown, arising out of or in any way related to the Incident whether or not those claims, demands, rights, actions, or causes of action have been pleaded or otherwise asserted, including any and all damages, losses, or consequences thereof ("Released Claims"). Each Releasor waives any and all defenses, rights, and benefits that may be derived from the provisions of applicable law in any jurisdiction that, absent such waiver, may limit the extent or effect of the release contained in this Settlement Agreement.

81. **Bar to Future Suits.** Upon entry of the Final Approval Order, the Settlement Class Representative and other Settlement Class Members shall be enjoined from prosecuting any Released Claim. It is further agreed that the Settlement Agreement may be pleaded as a complete defense to any proceeding subject to this Paragraph.

82. **Waiver of California Civil Code Section 1542.** Plaintiff hereby acknowledge that she may hereafter discover facts different from, or in addition to, those which she now claims or believes to be true with respect to the claims released herein and agree that this Agreement shall be and remain effective in all respects notwithstanding the discovery of such different or additional facts with respect to the claims released herein. In furtherance of the releases given above, Plaintiff hereby acknowledges that she is knowingly and voluntarily waiving her rights under Section 1542 of the California Civil Code and any equivalent or similar state law to the full extent that she may lawfully waive all such rights and benefits pertaining to the subject matter hereof, and that the consequences of such waiver have been explained to them by legal counsel, the Parties acknowledge that they are familiar with the provisions of Cal. Civ. Code Section 1542, which provides:

**A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS THAT THE CREDITOR OR RELEASING PARTY DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE AND THAT, IF KNOWN BY HIM OR HER, WOULD HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR OR RELEASED PARTY.**

Plaintiff further waives any and all rights afforded by South Dakota Code § 20-7-11, which provides as follows:

A general release does not extend to claims which the creditor does not know or suspect to exist in his favor at the time of executing the release, which if known by him must have materially affected his settlement with the debtor.

Furthermore, Plaintiff herein acknowledges that the effect and import of the provisions of Section 1542 of the California Civil Code, South Dakota Code Section 20-7-11, and/or any other equivalent or similar federal or state law, have been explained to her by her own counsel. Plaintiff further acknowledges and agrees that her waiver of rights under Section 1542 of the California Civil Code, Section 20-7-11 of the South Dakota Code, and/or any other equivalent or similar federal or state law, has been separately bargained for and are essential and material terms of this Settlement Agreement and, without such waiver, this Settlement Agreement would not have been entered into.

#### **IX. ATTORNEYS' FEES, EXPENSES, AND SERVICE AWARDS**

83. **Attorneys' Fees and Expenses.** Within twenty-five (25) days after the Notice Deadline, Settlement Class Counsel will file a Fee and Expense Application for an award of attorneys' fees to be paid by Defendant separate and apart from the Settlement Benefits of up to One Hundred Twenty-Five Thousand and xx/100 Dollars (\$125,000.00), which shall be inclusive of costs and expenses actually incurred. Within three (3) days after filing the Fee and Expense Application, the Fee and Expense Application shall be posted on the Settlement Website. Any fee or expense award by the Court shall be disbursed to the trust account of Class Counsel, Milberg Coleman Bryson Phillips Grossman, PLLC. Before the disbursement or payment of the Fee Award and Expenses under this Settlement Agreement, Class Counsel shall provide to the Settlement Administrator a properly completed and duly executed IRS Form W-9. Fee Award and Expenses shall be paid by the Settlement Administrator, in the amount approved by the Court, no later than fourteen (14) days after the Effective Date.

84. **Service Awards.** Within twenty-five (25) days after the Notice Deadline, Settlement Class Counsel will file a Fee and Expense Application that will include a request for a Service Award for the Settlement Class Representative not to exceed \$5,000 in recognition of her contributions to the Action. The Settlement Administrator shall make the Service Award payments to the Settlement Class Representative. Such Service Award payment shall be paid by Defendant via the Settlement Administrator in the amount approved by the Court no later than fourteen (14) days after the Effective Date.

85. **No Effect on Agreement.** In the event the Court or any appellate court declines to approve, in whole or in part, the payment of a Service Award and/or Fee Award and Expenses in the amounts requested, the remaining provisions of this Settlement Agreement shall remain in full force and effect. No decision by the Court, or modification or reversal or appeal of any decision by the Court concerning the amount of the Service Awards and/or Fee Award and Expenses shall constitute grounds for termination of this Settlement Agreement.

## **X. NO ADMISSION OF LIABILITY**

86. **No Admission of Liability.** The Parties understand and acknowledge that this Settlement Agreement constitutes a compromise and settlement of disputed claims. No action taken by the Parties either previously or in connection with the negotiations or proceedings connected with this Settlement Agreement shall be deemed or construed to be an admission of the truth or falsity of any claims or defenses heretofore made, or an acknowledgment or admission by any Party of any fault, liability, or wrongdoing of any kind whatsoever.

87. **No Use of Agreement.** Neither the Settlement Agreement nor any act performed or document executed pursuant to or in furtherance of it: (1) is, or may be deemed to be, or may be used as, an admission of or evidence of the validity of any claim made by Plaintiff or on behalf of the Settlement Class; or (2) is or may be deemed to be, or may be used as, an admission of or evidence of any fault or omission by Defendant in the Action or in any proceeding in any court, administrative agency, or other tribunal.

88. **Integration of Exhibits.** Any exhibits to this Settlement Agreement are a material part of the settlement and are incorporated and made a part of the Settlement Agreement.

89. **Entire Agreement.** This Settlement Agreement, including all exhibits hereto, shall constitute the entire agreement among the Parties with regard to the subject matter hereof and shall supersede any previous agreements, representations, communications, and understandings among the Parties. This Settlement Agreement may not be changed, modified, or amended except in writing signed by all Parties, subject to Court approval. The Parties contemplate that, subject to Court approval or without such approval where legally permissible and where such changes are non-material, the exhibits to this Settlement Agreement may be modified by subsequent agreement of counsel for the Parties prior to dissemination of the Notice to Settlement Class Members.

90. **Severability.** Should any part, term or provision of this Settlement Agreement be declared or determined by any court or tribunal to be illegal or invalid, the Parties agree that the Court may modify such provision to the extent necessary to make it valid, legal and enforceable. In any event, such provision shall be separable and shall not limit or affect the validity, legality, or enforceability of any other provision hereunder.

91. **Deadlines.** If any of the dates or deadlines specified herein falls on a weekend or legal holiday, the applicable date or deadline shall fall on the next business day. All reference to “days” in this Settlement Agreement shall refer to calendar days unless otherwise specified.

92. **Construction.** For the purpose of construing or interpreting this Settlement Agreement, the Parties agree that this Settlement Agreement is to be deemed to have been drafted equally by all Parties hereto and shall not be construed for or against any Party on those grounds.

93. **Cooperation of Parties.** The Parties to this Settlement Agreement agree to cooperate in good faith to prepare and execute all documents, to seek Court approval, defend Court approval, and to do all things reasonably necessary to complete and effectuate the settlement described in this Settlement Agreement.

94. **Obligation to Meet and Confer.** Before filing any motion in the Court raising a dispute arising out of or related to this Settlement Agreement, the Parties shall meet and confer with each other in good faith prior to seeking Court intervention.

95. **Governing Law.** The Settlement Agreement shall be construed in accordance with, and be governed by, the laws of the State of California, without regard to the principles thereof regarding choice of law.

96. **Counterparts.** This Settlement Agreement may be executed in any number of counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument, even though all signatories do not sign the same counterparts. Original signatures are not required. Any signature submitted electronically through e-mail of an Adobe PDF shall be deemed an original.

97. **Waiver.** The failure of a Party hereto to insist upon strict performance of any provision of this Agreement shall not be deemed a waiver of such Party's rights or remedies or a waiver by such Party of any default by another Party in the performance or compliance of any of the terms of this Agreement. In addition, the waiver by one Party of any provision or breach of this Settlement Agreement by any other Party shall not be deemed a waiver of any other provision or any other prior or subsequent breach of this Settlement Agreement.

98. **Notices.** All notices to Settlement Class Counsel provided for herein shall be sent by email and First-Class mail to:

John J. Nelson  
**MILBERG COLEMAN BRYSON**  
**PHILLIPS GROSSMAN**  
280 S. Beverly Drive  
Beverly Hills, CA 90212  
jnelson@milberg.com

All notices to Defendant provided for herein shall be sent by email and First-Class mail to:

Angelo A. Stio, III  
**TROUTMAN PEPPER LOCKE, LLP**  
104 Carnegie Center, Suite 203  
Princeton, NJ 08543-5276  
angelo.stio@troutman.com

AND

Tambry L. Bradford  
**TROUTMAN PEPER LOCKE, LLP**  
350 S. Grand Ave., Ste. 3400



Los Angeles, CA 90071  
tambry.bradford@troutman.com

The notice recipients and addresses designated above may be changed by written notice to the other Party.

99. **Authority.** Any person executing this Settlement Agreement in a representative capacity represents and warrants that he or she is fully authorized to do so and to bind the Party or Parties on whose behalf he or she signs this Settlement Agreement to all of the terms and provisions of this Settlement Agreement.

By: \_\_\_\_\_ Date: \_\_\_\_\_  
John J. Nelson  
*Counsel for Plaintiff and the Settlement Class*

By: \_\_\_\_\_ Date: \_\_\_\_\_  
Priscilla Wall  
*Plaintiff*

By: \_\_\_\_\_ Date: \_\_\_\_\_  
Angelo A. Stio, III  
*Counsel for Barracuda Networks, Inc.*

**BARRACUDA NETWORKS, INC.**

By: Ellen O'Donnell Date: 08 / 28 / 2025  
Ellen O'Donnell

Los Angeles, CA 90071  
tambry.bradford@troutman.com

The notice recipients and addresses designated above may be changed by written notice to the other Party.

99. **Authority.** Any person executing this Settlement Agreement in a representative capacity represents and warrants that he or she is fully authorized to do so and to bind the Party or Parties on whose behalf he or she signs this Settlement Agreement to all of the terms and provisions of this Settlement Agreement.

By: John Nelson Date: 8/22/2025  
John J. Nelson  
*Counsel for Plaintiff and the Settlement Class*

By: Priscilla Wall Date: 26/08/2025  
Priscilla Wall  
*Plaintiff*

By: Angelo A. Stio Date: 8/28/2025  
Angelo A. Stio, III  
*Counsel for Barracuda Networks, Inc.*

**BARRACUDA NETWORKS, INC.**

By: \_\_\_\_\_ Date: \_\_\_\_\_

Signature:   
Priscilla Wall (Aug 26, 2025 10:18:39 PDT)

Email: purrcla1@aol.com

# **EXHIBIT A**

## **CLAIM FORM**

***Priscilla Wall v. Wescom Central Credit Union, et al.***  
**Case No. 5:23-cv-02293-CAS-SHK**

**United States District Court for the Central District of California**

**Claims must be postmarked no later than **DATE**. You may also submit a Claim Form online no later than **DATE**.**

This claim form should be filled out online or submitted by mail if you were sent a notice on or around October 20, 2023 from Wescom Central Credit Union ("Wescom") concerning the potential unauthorized access to your personal information by a third party who gained access to an email secure gateway (ESG) that defendant Barracuda Networks, Inc. ("Barracuda") provided to Wescom (the "Incident").

The settlement notice describes a settlement of the above-referenced matter (the "Settlement") and your legal rights and options. Please visit the official Settlement Website, [www.settlementwebsite.com](http://www.settlementwebsite.com), or call 1-XXX-XXX-XXXX for more information.

The Settlement establishes a mechanism compensate Settlement Class Members for their documented ordinary losses, lost time, extraordinary losses, and/or credit monitoring.

You can submit a claim for documented ordinary losses, lost time, and/or extraordinary losses as a result of the Incident. You may receive a payment if you fill out this claim form, if the settlement is approved, and if you are found to be eligible for a payment. You can also register for a 1-year membership in 3B credit monitoring, using the registration code found in the notice that was mailed to you.

If you wish to submit a claim form for a settlement payment, you need to provide the information requested below. Please print clearly in blue or black ink. The deadline to submit this claim form online (or have it postmarked for mailing) is **DATE**.

### **1. SETTLEMENT CLASS MEMBER INFORMATION (ALL INFORMATION IS REQUIRED):**

Name: \_\_\_\_\_

Address: \_\_\_\_\_

\_\_\_\_\_

Telephone: \_\_\_\_\_ Email: \_\_\_\_\_

### **2. CLASS MEMBERSHIP.**

- ☐ Please check this box if you received a Notice related to this class action settlement, and you have your unique Notice ID.

**Notice ID** (Included on the mailed Notice, if known): \_\_\_\_\_

- ☐ Please check this box if you have not received a Notice but believe that you should be included in the Settlement Class. You must provide documentation demonstrating that you were impacted by the Incident and that you are a Settlement Class Member.

### **3. MONETARY REIMBURSEMENT (YOU MAY SUBMIT A CLAIM FORM FOR DOCUMENTED ORDINARY EXPENSES RESULTING FROM THE INCIDENT):**

Check the box for each category of benefits you would like to claim. **You may submit a claim for one or more of these benefits, including Documented Ordinary Expenses, Lost Time and/or Extraordinary Expenses.**

Please be sure to fill in the total amount you are claiming for each category and to attach documentation of the charges as described below.

**a. Documented Ordinary Expenses resulting from the Incident:**

☐ **Check this box if you wish to submit a claim for Documented Ordinary Expenses.**

All Settlement Class Members may submit a claim for up to five hundred dollars and zero cents (\$500) for actual, documented, and unreimbursed monetary losses occurring between October 30, 2022 and the Claims Deadline, that are fairly traceable to the Incident, to be paid out of the Settlement Fund.

**Total amount for this category \$ \_\_\_\_\_** (not more than \$500)

Examples of kinds of documented out-of-pocket losses that may be claimed include, in part: unreimbursed bank fees, long distance phone charges, cell phone charges (only in charged by the minute), data charges (only if charged based on the amount of data used), postage, or gas for local travel; fees for credit reports, credit monitoring, or any other insurance product purchased between October 2022 and the date of the Claims Deadline

*Settlement Class Members must also have made reasonable efforts to avoid, or seek reimbursement for, such losses, including but not limited to exhaustion of all available credit monitoring insurance and identity theft insurance. Settlement Class Members with losses must submit substantial and plausible documentation supporting their claims. This can include receipts or other documentation not "self-prepared" by the claimant that documents the costs incurred. "Self-prepared" documents such as handwritten receipts are, by themselves, insufficient to receive reimbursement for losses, but can be considered to add clarity or support other submitted documentation and a description of how the time was spent.*

Supporting documentation must be provided. If a Settlement Class Member does not submit reasonable documentation supporting the loss, or if their Claim is rejected by the Claims Administrator for any reason, and the Settlement Class Member fails to cure the Claim, the Claim will be rejected

**b. Lost Time:**

☐ **Check this box if you wish to submit a claim for Lost Time.** All Settlement Class Members are eligible to make a claim for compensation of up to 3 hours of lost time (at \$20 per hour) spent dealing with the Incident, provided that the Settlement Class Member submits an attestation in the Claim Form affirming that the time was spent dealing with issues relating to the Incident.

**c. Extraordinary Expenses:**

☐ **Check this box if you wish to submit a claim for Documented Extraordinary Expenses.** Settlement Class Members will be eligible for compensation up to \$1,500 for proven Extraordinary Losses provided that (1) the loss is an actual, documented, and unreimbursed loss; (2) the loss was more likely than not caused by the Incident; (3) the loss occurred during the specified period; and (4) the loss is not already covered by one or more of the other categories of settlement benefits, and the Settlement Class Member made reasonable efforts to avoid, or seek reimbursement for, the loss, including but not limited to exhaustion of all available credit monitoring insurance and identity theft insurance.

#### 4. PAYMENT PREFERENCE:

☐ Check here if you would like to receive payment for your approved claim, if any, via electronic means.

Please provide the email address for an electronic payment notification:

## 5. CERTIFICATION:

By signing my name below, I swear and affirm that the information included on this Claim Form is true and accurate, and that I am completing this claim form to the best of my personal knowledge. I understand that this claim may be subject to audit, verification, and Court review and that the Settlement Administrator may require supplementation of this claim or additional information from me.

\_\_\_\_\_  
Signature                      Print Name                      Date \_\_\_\_/\_\_\_\_/\_\_\_\_

## 6. MAIL YOUR CLAIM FORM, OR SUBMIT YOUR CLAIM FORM ONLINE.

This claim form must be postmarked by **DATE** and mailed to: **Barracuda Networks Data Settlement, c/o RG/2 Claims Administration, P.O. Box 59479, Philadelphia, PA 19102-9479**; OR emailed by midnight on **DATE to email address**; OR submitted through the Settlement Website by midnight on **DATE** at: **[www.settlementwebsite.com](http://www.settlementwebsite.com)**.

# **EXHIBIT B**

Barracuda Networks, Inc Data Settlement  
c/o RG/2 Claims Administration LLC  
P.O. Box 59479  
Philadelphia, PA 19102-9479

**Legal Notice**

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

***WALL V. WESCOM CENTRAL CREDIT UNION,  
ET AL.  
CASE NO. 5:23-CV-02293-CAS-SHK (C.D.CAL.)***

**ATTENTION! If you received a Notice  
from Wescom Central Credit Union regarding an  
incident involving potential unauthorized access to your PII  
on or around October 20,2023, you may be eligible  
for a payment from a class action settlement**

Learn More At:

**[www.\(website\)](#)**

Postal Service: Please do not mark barcode

«BarCode» TAR «MailCode»  
«FirstName» «LastName»  
«Street»  
«Street2»  
«City», «State» «Zip»



A proposed Settlement has been reached between Plaintiff \_\_\_ Wall (“Plaintiff”) and Barracuda Networks, Inc (“Barracuda” or “Defendant”) in a lawsuit arising out of an alleged security incident. Between October 30, 2022 and May 30, 2023, Class Member private information was potentially accessible by an unauthorized third-party who gained access to an email secure gateway that Defendant provided to Wescom Central Credit Union (the “Incident”).

**Who is Included?** Class Members include all individuals who were sent a notice of the Incident from Wescom on or around October 20, 2023.

**What does the Settlement Provide?** The Settlement provides for Class Members to submit a claim form to receive reimbursement for documented (1) Ordinary Losses; (2) Lost Time; and (3) Extraordinary Losses. It also provides for Class Members to receive Credit Monitoring.

- **Documented Ordinary Losses:** a claim can be submitted for reimbursement for certain documented losses up to \$500 for unreimbursed losses relating to unreimbursed bank fees, long distance phone charges, cell phone charges (only in charged by the minute), data charges (only if charged based on the amount of data used), postage, or gas for local travel; fees for credit reports, credit monitoring, or any other insurance product purchased between October 2022 and the date of the Claims Deadline, **and/or**
- **Lost Time:** compensation of up to 3 hours of lost time (at \$20/hour) spent dealing with the Incident, with attestation in the Claim Form affirming time spent was related to the Incident, **and/or**
- **Documented Extraordinary Losses:** reimbursement up to \$1,500 for proven Extraordinary Losses if (1) the loss is actual, documented and unreimbursed; (2) the loss was caused by the Incident; (3) the loss occurred during the specified period; and (4) the loss is not already covered by one or more of the other categories of settlement benefits, and the Settlement Class Member made reasonable efforts to avoid or seek reimbursement for the loss.;
- **Credit Monitoring:** Settlement Class Members will be automatically offered a 1-year membership in 3B credit monitoring with at least \$1 million in fraud protection. No formal claim is required. Your code to enroll in the service after the Effective Date (DATE) is: CODE: \_\_\_\_\_, Email Address: \_\_\_\_\_.

**How To Get Benefits** You must complete and file a Claim Form online or by mail postmarked by DATE, including required supporting document if you choose a Documented Ordinary, Lost time, and Extraordinary losses. You can file your claim online at [www.settlementwebsite.com](http://www.settlementwebsite.com). To file online, your unique Login and Password is required to access the form:

Login: \_\_\_\_\_

Password: \_\_\_\_\_

You may also get a paper Claim Form by calling the toll-free number, and submit by mail.

**Your Other Options:** If you do not want to be legally bound by the terms of the Settlement, you must exclude yourself by DATE. If you do not exclude yourself, you will be bound by the terms of this Settlement Agreement and you will release any claim you may have (as defined in the Settlement Agreement) related to the Barracuda data Incident, as more fully described in the Settlement Agreement, available on the Settlement Website. If you do not exclude yourself, you may object to the Settlement by DATE, as more fully described in the Settlement Agreement, available on the Settlement Website.

**The Fairness Hearing:** The Court will hold a Final Approval Hearing on **MONTH DD, 20YY, at X:XX a.m./p.m.** before the Honorable **Judge** of the United States District Court for the Central District of California, **Address**, to consider whether to approve the Settlement, service awards, attorneys' fees and litigation expenses, as well as any objections. You or your attorney may request to appear at the hearing, but you are not required to do so. The hearing may be held remotely, so please check the settlement website for those details.

# **EXHIBIT C**

**UNITED STATES DISTRICT COURT FOR THE CENTRAL DISTRICT OF  
CALIFORNIA**

*Wall v. Wescom Central Credit Union, et al.,  
Case No. 5:23-cv-02293-CAS-SHK*

**If Wescom Central Credit Union notified you of a  
security incident on or about October 20, 2023, you  
may be eligible for benefits from a class action  
settlement.**

*A Court has authorized this Notice. This is not a solicitation from a lawyer.*

- A proposed Settlement has been reached with Barracuda Networks, Inc. (“Defendant”) arising out of a security incident. In October 2022, Class Members’ private information was potentially accessible by an unauthorized third-party who gained access to an email secure gateway (“ESG”) that Defendant provided to Wescom Central Credit Union (“Wescom”) (the “Incident”). The parties to the proposed Settlement have agreed to the Settlement without any admission of liability and solely to avoid the uncertainties and expenses associated with continuing the lawsuit.
- The lawsuit is called *Wall v. Wescom Central Credit Union, et al.*, Case No. 5:23-cv-02293-CAS-SHK (the “Lawsuit”). The Lawsuit alleges that the Incident potentially impacted Private Information of Plaintiff and the members of the class.
- The Settlement Class includes all individuals who were sent a notice of data breach letter by Wescom concerning the Incident discovered on or around May 30, 2023. Class Members specifically exclude: (1) the judge presiding over the Action and members of her direct family, and the court personnel working on the Action, including the Court personnel’s direct family members, (2) Defendant, its subsidiaries, parent companies, successors, predecessors, and any entity in which the Defendant or Defendant’s parent companies have a controlling interest and their current or former officers and directors, (3) Wescom Central Credit Union, its subsidiaries, parent companies, successors, predecessors, and any entity in which the Wescom or Wescom’s parent companies have a controlling interest and their current or former officers and directors, and (4) Settlement Class Members who submit a valid Request for Exclusion prior to the Opt-Out Deadline.
- Your legal rights are affected regardless of whether you act. Please read this notice carefully.

| <b>YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT</b> |                                                                                                                                                                                                             |
|---------------------------------------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <b>SUBMIT A CLAIM FORM</b>                              | This is the only way you may receive benefits from this Settlement. The deadline to submit a Claim Form is <b>DATE</b> .                                                                                    |
| <b>EXCLUDE YOURSELF FROM THE SETTLEMENT</b>             | You will receive no payment, but you will retain any rights you currently have with respect to Defendant and the issues in this case. The deadline to exclude yourself from the Settlement is <b>DATE</b> . |
| <b>OBJECT TO THE SETTLEMENT</b>                         | Write to the Claims Administrator explaining why you do not agree with the Settlement. The deadline to object is <b>DATE</b> .                                                                              |

|                                          |                                                                                                                                                                      |
|------------------------------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <b>ATTEND THE FINAL FAIRNESS HEARING</b> | You or your attorney may attend and speak about your objection at the Final Fairness Hearing. The Final Fairness Hearing will be held on <b>DATE</b> .               |
| <b>DO NOTHING</b>                        | You will not get any benefits from the Settlement, and you will give up certain legal rights. You will remain in the Settlement Class and be subject to the Release. |

- These rights and options, and the deadlines to exercise them, are explained in this Notice. For complete details, please see the Settlement Agreement, whose terms control, available at [www.settlementwebsite.com](http://www.settlementwebsite.com).
- The Court in charge of this case still has to decide whether to approve the Settlement. No Settlement benefits or payments will be provided unless the Court approves the Settlement, and it becomes final.

## **BASIC INFORMATION**

### **1. What is a Notice and why should I read it?**

The Court authorized this Notice to inform you about a proposed Settlement with the Defendant. You have legal rights and options that you may act on before the Court decides whether to approve the proposed Settlement. This Notice explains the lawsuit, the Settlement, and your legal rights.

The Lawsuit is captioned as *Wall v. Wescom Central Credit Union, et al., Case No. 5:23-cv-02293-CAS-SHK* and is pending in the U.S. District Court for the Central District of California.

### **2. What is a class action lawsuit?**

A class action is a lawsuit in which one or more plaintiffs, in this case, Plaintiff and Class Representative Priscilla Wall, sues on behalf of a group of people who have similar claims. Together, this group is called a “Class” and consists of “Class Members.” In a class action, the court resolves the issues for all class members, except those who exclude themselves from the class.

## **THE CLAIMS IN THE LAWSUIT AND THE SETTLEMENT**

### **3. What is this lawsuit about?**

Plaintiff alleges she and putative class members suffered injuries and damages related to the the unauthorized access to their Personal Information by a third party.

Defendant denies that it is liable for the claims made in the Lawsuit and denies any allegations of wrongdoing, fault, or liability of any kind whatsoever. [More information about the complaint in the lawsuit can be found on the Settlement Website at www.settlementwebsite.com.](http://www.settlementwebsite.com)

### **4. Why is there a Settlement?**

The Court has not decided whether the Plaintiff or Defendant should win this case. Instead, both sides agreed to this Settlement, in order to avoid the uncertainty, risks, and expense of ongoing litigation. Settlement Class Members will be eligible to get compensation now rather than years later—if ever. The Class Representatives and attorneys for the Settlement Class Members, called Class Counsel, agree the

Settlement is in the best interests of the Settlement Class Members. The Settlement is not an admission of wrongdoing by the Defendant.

## **WHO'S INCLUDED IN THE SETTLEMENT?**

### **5. How do I know if I am in the Settlement Class?**

You are part of the Settlement as a Settlement Class Member if you were sent a notice of data breach letter from Wescom concerning the Data Incident discovered by Defendant on or around May 20, 2023.

Settlement Class Members will have been mailed notice of their eligibility. If you are still not sure whether you are included, you can contact the Claims Administrator by calling **XXX-XXX-XXXX**, by emailing **email@rg2claims.com**, or by visiting the Settlement Website located at **www.settlementwebsite.com**.

This Settlement Class does not include: (1) the judge presiding over the Action and members of her direct family, and the court personnel working on the Action, including the Court personnel's direct family members, (2) Defendant, its subsidiaries, parent companies, successors, predecessors, and any entity in which the Defendant or Defendant's parent companies have a controlling interest and their current or former officers and directors, (3) Wescom Central Credit Union, its subsidiaries, parent companies, successors, predecessors, and any entity in which the Wescom or Wescom's parent companies have a controlling interest and their current or former officers and directors, and (4) Settlement Class Members who submit a valid Request for Exclusion prior to the Opt-Out Deadline.

## **THE SETTLEMENT BENEFITS**

### **6. What does the Settlement provide?**

The Settlement will provide Class Members with the opportunity to submit claims for (1) Documented Ordinary Losses; (2) Lost Time; (3) Documented Extraordinary Losses; and (4) Credit Monitoring.

**Documented Ordinary Losses.** The Settlement Administrator will provide compensation, up to a total of \$500.00 per person who is a member of the Settlement Class, upon submission of an approved Claim Form and supporting documentation, for out-of-pocket monetary losses incurred as a result of the Incident, including, without limitation, unreimbursed losses relating to unreimbursed bank fees, long distance phone charges, cell phone charges (only if charged by the minute), data charges (only if charged based on the amount of data used), postage, or gasoline for local travel; fees for credit reports, credit monitoring, or any other insurance product purchased between October 2022 and the date of the Claims Deadline.

Settlement Class Members submitting claims for Out-of-Pocket Losses must submit documentation supporting their claims. This can include receipts or other documentation that document the costs incurred but does not include documentation that is "self-prepared" by the claimant. "Self-prepared" documents such as handwritten receipts are, by themselves, insufficient to receive reimbursement, but can be considered to add clarity or support to other submitted documentation.

Supporting documentation must be provided. If a Settlement Class Member does not submit reasonable documentation supporting the loss, or if his or her Claim is rejected by the Claims Administrator for any reason, and the Settlement Class Member fails to cure the Claim, the Claim will be rejected.

**Lost Time:** All Settlement Class Members are eligible to make a claim for compensation of up to 3 hours of lost time (at \$20 per hour) spent dealing with the Incident, provided that the Settlement Class Member submits an attestation in the Claim Form affirming that the time was spent dealing with issues relating to the Incident.

**Documented Extraordinary Losses:** Settlement Class Members will be eligible for compensation up to \$1,500 for proven Extraordinary Losses provided that (1) the loss is an actual, documented, and unreimbursed loss; (2) the loss was more likely than not caused by the Incident; (3) the loss occurred during the specified period; and (4) the loss is not already covered by one or more of the other categories of settlement benefits, and the Settlement Class Member made reasonable efforts to avoid, or seek reimbursement for, the loss, including but not limited to exhaustion of all available credit monitoring insurance and identity theft insurance.

**Credit Monitoring.** In addition to the benefits outlined above, all Settlement Class Members shall be automatically offered a 1-year membership of 3B credit monitoring with at least \$1 million in fraud protection through Intersections, LLC d/b/a Pango Group. “Automatic” shall be understood to mean that the codes for the services will be sent with the Notice, and Settlement Class Members will not be required to file a formal claim to obtain this benefit, but rather will merely need to enroll and activate the service after the Effective Date.

For complete details, please see the Settlement Agreement, whose terms control, available at [www.settlementwebsite.com](http://www.settlementwebsite.com).

## HOW TO GET BENEFITS

### 7. How do I make a Claim?

To qualify for a Settlement benefit, you must complete and submit a Claim Form.

Settlement Class Members who want to submit a Claim must fill out and submit a Claim Form online at [www.settlementwebsite.com](http://www.settlementwebsite.com). To complete the Claim Form online, your unique Login and Password is required to access the form. The Login and Password are located on the Postcard Notice you received in the mail. You may also get a [paper Claim Form](#) by calling the toll-free number [1-XXX-XXX-XXXX](tel:1-XXX-XXX-XXXX), and submit by mail.

All Claim Forms must be submitted no later than [DATE](#).

### 8. When will I get my payment?

The hearing to consider the fairness of the Settlement is scheduled [MONTH DD, 20YY, at X:XX a.m./p.m.](#) If the Court approves the Settlement, eligible Settlement Class Members with Valid Claims will be sent payment after all appeals, disputes and other reviews, if any, are completed. Please be patient.

## THE LAWYERS REPRESENTING YOU

### 9. Do I have a lawyer in this case?

Yes, the Court has appointed John J. Nelson of Milberg Coleman Bryson Phillips Grossman, PLLC as “Settlement Class Counsel” and/or “Class Counsel” to represent you and all Settlement Class Members. You will not be charged for these lawyers. You can ask your own lawyer to appear in Court for you at your own expense if you want someone other than Class Counsel to represent you.

## **10. How will the lawyers be paid?**

Class Counsel will ask the Court for an award of attorneys' fees and costs of up to \$125,000 which were incurred in connection with the Litigation. Such sums as may be approved by the Court will be paid from the Settlement Fund.

Class Counsel will also request a service award not to exceed \$5,000 to the named Plaintiff, to be paid from the Settlement Fund.

The Court will determine the proper amount of any attorneys' fees, costs, and expenses to award Class Counsel and the proper amount of any service award to Plaintiff.

Class Counsel will file their request for attorneys' fees, costs, and expenses and service award for Plaintiff with the Court, which will also be posted on the Settlement Website, at [www.settlementwebsite.com](http://www.settlementwebsite.com).

## **YOUR RIGHTS AND OPTIONS**

## **11. What claims do I give up by participating in this Settlement?**

If you do not exclude yourself from the Settlement, you will not be able to sue the Defendant about the Incident, and you will be bound by all decisions made by the Court in this case, the Settlement, and its included Release. This is true regardless of whether you submit a Claim Form. However, you may exclude yourself from the Settlement (*see* Question 14). If you exclude yourself from the Settlement, you will not be bound by any of the Released Claims, which are described in the Settlement Agreement at [www.settlementwebsite.com](http://www.settlementwebsite.com).

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

If you do nothing, you will receive no benefits under the Settlement. You will be in the Settlement Class, and if the Court approves the Settlement, you will also be bound by all orders and judgments of the Court, the Settlement, and its included Release. You will be deemed to have participated in the Settlement and will be subject to the provisions of Section 11 above. Unless you exclude yourself, you won't be able to file a lawsuit or be part of any other lawsuit against the Defendant for the claims or legal issues released in this Settlement.

## **13. What happens if I ask to be excluded?**

If you exclude yourself from the Settlement, you will receive no benefits under the Settlement. However, you will not be in the Settlement Class and will not be legally bound by the Court's judgments related to the Settlement Class and the Defendant in this class action lawsuit.

## **14. How do I ask to be excluded?**

You can ask to be excluded from the Settlement. To do so, you must send a written notification to the Claims Administrator stating that you want to be excluded from the Settlement in *Wall v. Wescom Central Credit Union, et al.*, Case No. 5:23-cv-0223-CAS-SHK. Your written notification must include: (i) your full name and address; (ii) your signature and/or the signature of the Class Members' duly authorized attorney or other duly authorized representative; and (iii) clearly state that your intent to be excluded from the Settlement Class. You must mail your exclusion request, postmarked no later than **DATE** to the following address:



Barracuda Networks Data Settlement  
c/o RG/2 Claims Administration  
P.O. Box 59479  
Philadelphia, PA 19102-9479  
Email@rg2claims.com

You cannot exclude yourself by phone. Any individual who wants to be excluded from the Settlement must submit his or her own exclusion request. No mass or group opt-outs shall be permitted.

**15. If I don't exclude myself, can I sue Defendant for the same thing later?**

No. Unless you exclude yourself, you give up any right to sue the Defendant for the claims or legal issues released in this Settlement, even if you do nothing.

**16. If I exclude myself, can I get anything from this Settlement?**

No. If you exclude yourself, do not submit a Claim Form to ask for any benefits.

**17. How do I object to the Settlement?**

If you do not exclude yourself from the Settlement Class, you can object to the Settlement if you do not agree with any part of it. You can give reasons why you think the Court should deny approval by filing an objection. To object, you must mail a written objection to the Claims Administrator stating that you object to the Settlement in *Wall v. Wescom Central Credit Union, et al., Case No. 5:23-cv-0223-CAS-SHK*.

The objection must be in writing and be personally signed by you or your attorney. The objection must include: (i) the Settlement Class Member's full name, current mailing address, telephone number, and e-mail address; (ii) information identifying the objector as a Settlement Class Member, including proof that the objector is a member of the Settlement Class (e.g., copy of notice, copy of original notice of the Incident); (iii) a written statement of all grounds for the objection, accompanied by any legal support for the objection the objector believes applicable; (iv) the identity of any and all counsel representing the objector in connection with the objection; (v) a statement as to whether the objector and/or his or her counsel will appear at the Final Fairness Hearing; (vi) the objector's signature and/or the signature of the objector's duly authorized attorney or other duly authorized representative (along with documentation setting forth such representation); and (vii) a list, by case name, court, and docket number, of all other cases in which the objector and/or the objector's counsel has filed an objection to any proposed class action settlement within the last three (3) years. To be timely, written notice of an objection in the appropriate form must be mailed to the designated email address or Post Office box established by the Claims Administrator and contain the case name and docket number *Wall v. Wescom Central Credit Union, et al., Case No. 5:23-cv-0223-CAS-SHK* by the Objection Deadline.

You must mail your objection to the Claims Administrator at Barracuda Networks Data Settlement c/o RG/2 Claims Administration, P.O. Box 59479, Philadelphia, PA 19102-9479, postmarked no later than **DATE**.

**18. What's the difference between objecting and excluding myself from the Settlement?**

Objecting simply means telling the Court that you do not like something about the 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 case no longer affects you.

## THE COURT'S FINAL FAIRNESS HEARING

### 19. When and where will the Court hold a hearing on the fairness of the Settlement?

The Court will hold the Final Fairness Hearing **MONTH DD, 20YY, at X:XX a.m./p.m.**, at the **Location**. The purpose of the hearing is for the Court to determine whether the 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 Settlement, including those related to the amount requested by Class Counsel for attorneys' fees, costs, and expenses and the service award to Plaintiff.

The location, date and time of the Final Fairness Hearing are subject to change by Court order. Any changes will be posted at the Settlement Website, **www.settlementwebsite.com**, or through the Court's publicly available docket. You should check the Settlement Website to confirm the date and time have not been changed.

### 20. Do I have to come to the hearing?

No. Class Counsel will answer any questions the Court may have. But you are welcome to attend the hearing at your own expense. If you send an objection, you don't have to come to Court to talk about it. If your written objection was filed or mailed on time and meets the other criteria described in the Settlement, the Court will consider it. However, you may appear on your behalf or pay a lawyer to attend on your behalf to assert your objection.

### 21. May I speak at the hearing?

Yes. If you do not exclude yourself from the Settlement Class, you (or your attorney) may appear and speak at the Final Fairness Hearing concerning any part of the proposed Settlement.

## GETTING MORE INFORMATION

### 22. Where can I get additional information?

This Notice summarizes the proposed Settlement. More details are in the Settlement Agreement, which is available at **www.settlementwebsite.com** or by writing to Claims Administrator at Barracuda Networks Data Settlement c/o RG/2 Claims Administration, P.O. Box 59479, Philadelphia, PA 19102-9479.

### 23. How do I get more information?

Visit **www.settlementwebsite.com**, call **1-XXX-XXX-XXXX**, or email **email@rg2claims.com**.

**PLEASE DO NOT CALL THE COURT, THE CLERK OF THE COURT, THE JUDGE, OR THE DEFENDANT WITH QUESTIONS ABOUT THE SETTLEMENT OR CLAIMS PROCESS**

# **EXHIBIT D**

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**UNITED STATES DISTRICT COURT  
CENTRAL DISTRICT OF CALIFORNIA**

PRISCILLA WALL, individually and  
on behalf of all others similarly  
situated,

Plaintiff,

vs.

WESCOM CENTRAL CREDIT  
UNION and BARRACUDA  
NETWORKS, INC.,

Defendants.

Case No. 5:23-cv-02293-CAS-SHK

(Assigned to Hon. Christina A. Snyder)

**[PROPOSED] ORDER GRANTING  
PLAINTIFF'S UNOPPOSED  
MOTION FOR PRELIMINARY  
APPROVAL OF CLASS  
SETTLEMENT**

1 This case is before the Court on Plaintiff Priscilla Wall's Unopposed Motion  
2 for Preliminary Approval of the Class Action Settlement (the "Motion"). The Court,  
3 having considered the Motion, the supporting brief, the Parties' Settlement  
4 Agreement dated August 28, 2025 (the "Settlement Agreement"); the proposed  
5 Claim Form (Exhibit A), Short Form Notice (Exhibit B), Long Form Notice (Exhibit  
6 C); the pleadings and other papers filed in this Action; and the statements of counsel  
7 and the Parties, and for good cause shown,

8 **HEREBY ORDERS** as follows:

9 Preliminary Approval of Settlement Agreement

10 1. Unless otherwise defined herein, all terms that are capitalized herein  
11 shall have the meanings ascribed to those terms in the Settlement Agreement.

12 2. This Court has jurisdiction over the Litigation, Plaintiff, all Settlement  
13 Class Members, Defendant Barracuda Networks, Inc. ("Barracuda" or "Defendant"),  
14 and any party to any agreement that is part of or related to the Settlement.

15 3. The Court finds that the proposed Settlement set forth in the Settlement  
16 Agreement is sufficiently fair, reasonable and adequate such that it is hereby  
17 preliminarily approved and notice of the settlement should be provided to the  
18 Settlement Class Members and that a hearing should be held as set forth below.

19 Class Certification

20 4. Solely for purposes of the Settlement, the Court conditionally certifies  
21 the following nationwide class ("Settlement Class") pursuant to Fed. R. Civ. P. 23(a)  
22 and (b)(3):

23 All individuals who may have had Private Information  
24 potentially compromised as a result of the Incident, and  
25 who were provided notice of the Incident by Wescom.

26 5. Excluded from the Settlement Class are: (1) the judge presiding over the  
27 Action and members of her direct family, and the court personnel working on the  
28 Action, including the Court personnel's direct family members, (2) Defendant, its

1 subsidiaries, parent companies, successors, predecessors, and any entity in which the  
2 Defendant or Defendant's parent companies have a controlling interest and their  
3 current or former officers and directors, (3) Wescom Central Credit Union, its  
4 subsidiaries, parent companies, successors, predecessors, and any entity in which the  
5 Wescom or Wescom's parent companies have a controlling interest and their current  
6 or former officers and directors, and (4) Settlement Class Members who submit a  
7 valid Request for Exclusion prior to the Opt-Out Deadline.

8         6. Subject to final approval of the Settlement, the Court finds and  
9 concludes for settlement purposes only that the prerequisites to a class action, set  
10 forth in Fed. R. Civ. P. 23(a) and (b), are satisfied in that:

- 11             a. the Settlement Class are so numerous that joinder of all members  
12                 is impracticable;
- 13             b. there are questions of law or fact common to the Settlement Class;
- 14             c. Plaintiff and Class Counsel (as defined below) fairly and  
15                 adequately represent the Settlement Class;
- 16             d. the claims of Plaintiff are typical of those of Settlement Class  
17                 Members;
- 18             e. common issues predominate over any individual issues affecting  
19                 the members of the Settlement Class;
- 20             f. Plaintiff fairly and adequately protect and represent the interests  
21                 of all members of the Settlement Class, and Plaintiff's interests  
22                 are aligned with the interests of all other members of the  
23                 Settlement Class; and
- 24             g. settlement of the Litigation on a class-action basis is superior to  
25                 other means of resolving this matter.

26         7. The Court appoints John J. Nelson of Milberg Coleman Bryson Phillips  
27 Grossman, PLLC as Settlement Class Counsel, having determined that the  
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1 requirements of Rule 23(g) of the Federal Rules of Civil Procedure are fully satisfied  
2 by this appointment.

3 8. The Court hereby appoints Plaintiff Priscilla Wall as the Class  
4 Representative for settlement purposes only on behalf of the Settlement Class.

5 Notice to Settlement Class Members

6 9. Pursuant to Federal Rule of Civil Procedure 23(e), the Court approves  
7 the Short Form Notice and Long Form Notice (the “Settlement Notices”) to the  
8 Settlement Agreement, and finds that the dissemination of the Settlement Notice  
9 substantially in the manner and form set forth in the Settlement Agreement complies  
10 fully with the requirements of the Federal Rule of Civil Procedure 23 and due process  
11 of law, and is the best notice practicable under the circumstances.

12 10. The Court further approves the Claim Form which will be available both  
13 on the Settlement Website and by request.

14 11. The Notice procedures described in the Settlement Agreement are  
15 hereby found to be the best means of providing notice under the circumstances and,  
16 when completed, shall constitute due and sufficient notice of the proposed Settlement  
17 Agreement and the Final Approval Hearing to all persons affected by and/or entitled  
18 to participate in the Settlement Agreement, in full compliance with the notice  
19 requirements of Rule 23 of the Federal Rules of Civil Procedure and due process of  
20 law.

21 12. The Court hereby orders that, within seven (7) days of entry of this  
22 Order, Settlement Class Counsel shall provide the Settlement Administrator with the  
23 names and last known physical address of each member of the Settlement Class  
24 (collectively, “Class Member Information”) possessed by Wescom Central Credit  
25 Union.

26 13. No later than thirty (30) days from the date of this Order preliminarily  
27 approving the Settlement, Settlement Class Counsel shall cause the Settlement  
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1 Administrator to send the Short Notice to each Settlement Class Member via U.S.  
2 Mail; In the event that a Short Notice is returned to the Settlement Administrator by  
3 the USPS because the address of the recipient is no longer valid, and the envelope  
4 contains a forwarding address, the Settlement Administrator shall re-send the Short  
5 Notice to the forwarding address within seven (7) days of receiving the returned Short  
6 Notice. Contemporaneously with seeking Final Approval of the Settlement,  
7 Settlement Class Counsel and Barracuda shall cause to be filed with the Court an  
8 appropriate affidavit or declaration from the Settlement Administrator with respect  
9 to complying with the Notice Plan.

10 14. All costs incurred in disseminating and otherwise in connection with the  
11 Settlement Notices shall be paid by Barracuda separate and apart from the relief  
12 offered to the class pursuant to the Settlement Agreement.

13 15. The Settlement Notices and Claim Form satisfy the requirements of due  
14 process and of Rule 23(e) of the Federal Rules of Civil Procedure and thus are  
15 approved for dissemination to the Settlement Class. The Claim Form shall be made  
16 available to the Settlement Class as set forth in the Settlement Agreement and shall  
17 be made available to any potential Class Member that requests one.

18 Responses by Settlement Class Members and the Scheduling of a Final Approval  
19 Hearing

20 16. Settlement Class Members may opt-out or object no later than one  
21 ninety (90) days from the approval of this Order (the “Opt-Out Deadline”).

22 17. Any member of the Settlement Class that wishes to be excluded (“opt  
23 out”) from the Settlement Class must send a written request to the designated Post  
24 Office box or email address established by the Settlement Administrator postmarked  
25 or submitted electronically on or before the Opt-Out Deadline. The Request for  
26 Exclusion must include the following, or substantially the same as the following,  
27 information: name of the proceeding, the individual’s full name, current address,  
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1 personal signature, and the words “Request for Exclusion” or a comparable statement  
2 that the individual does not wish to participate in the Settlement Agreement.  
3 Members of the Settlement Class may not opt-out of the Settlement by submitting  
4 requests to opt-out as a group or class, but must in each instance individually and  
5 personally submit an opt-out request. All Settlement Class Members that opt-out of  
6 the Settlement will not be eligible to receive any benefits under the Settlement, will  
7 not be bound by any further orders or judgments entered for or against the Settlement  
8 Class, and will preserve their ability to independently pursue any claims they may  
9 have against Barracuda.

10 18. Any member of the Settlement Class who does not properly and timely  
11 opt-out of the Settlement shall, upon entry of the Order and Final Judgment, be bound  
12 by all the terms and provisions of the Settlement Agreement and Release, whether or  
13 not such Settlement Class Member objected to the Settlement and whether or not  
14 such Settlement Class Member received consideration under the Settlement  
15 Agreement.

16 19. A hearing on the Settlement (the “Final Approval Hearing”) shall be  
17 held before this Court on a date to be set by the Court.

18 20. At the Final Approval Hearing, the Court will consider (a) the fairness,  
19 reasonableness, and adequacy of the proposed class Settlement and whether the  
20 Settlement should be granted final approval by the Court; (b) dismissal with prejudice  
21 of the Litigation; (c) entry of an order including the Release; (d) entry of the Final  
22 Approval Order; and (e) entry of final judgment in this Litigation. Settlement Class  
23 Counsel’s application for award of attorney’s fees and costs, and request for the Court  
24 to award a service award to the named Plaintiffs, shall also be heard at the time of  
25 the hearing.

26 21. The date and time of the Final Approval Hearing shall be subject to  
27 adjournment by the Court without further notice to the members of the Settlement  
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1 Class, other than that which may be posted by the Court. Should the Court adjourn  
2 the date for the Final Approval Hearing, that shall not alter the deadlines for mailing  
3 and publication of notice, the Opt-Out Deadline, or the deadlines for submissions of  
4 settlement objections, claims, and notices of intention to appear at the Final Approval  
5 Hearing unless those dates are explicitly changed by subsequent Order. The Court  
6 may also decide to hold the hearing via zoom or telephonically. Instructions on how  
7 to appear at the Final Approval Hearing will be posted on the Settlement Website.

8 22. Any person or entity who or which does not elect to be excluded from  
9 the Settlement Class may, but need not, enter an appearance through its own attorney.  
10 Settlement Class Members that do not timely object or opt out and that do not have  
11 an attorney enter an appearance on their behalf will be represented by Settlement  
12 Class Counsel.

13 23. Any person who does not elect to be excluded from the Settlement Class  
14 may object to the proposed Settlement. Any Settlement Class Member may object to,  
15 among other things, (a) the proposed Settlement, (b) entry of Final Approval Order  
16 and the judgment approving the Settlement, (c) Class Counsel's application for fees  
17 and expenses, or (d) the service award request, by mailing or submitting  
18 electronically a written objection to the Settlement Administrator, with a postmark  
19 date no later than ninety (90) days from the approval of this Order (the "Objection  
20 Deadline"). No later than ten (10) days after the Opt-Out Deadline, the Settlement  
21 Administrator shall provide a declaration stating the number of Settlement Class  
22 Members who have timely and validly excluded themselves from the Settlement (the  
23 "Opt-Out Report") to Settlement Class Counsel and counsel for Barracuda, and  
24 Settlement Class Counsel will file them with the Court as an exhibit to the Proposed  
25 Order Granting the Motion for Final Approval of the Settlement.

26 24. Any Settlement Class Member making the objection (an "Objector")  
27 must sign the objection personally or through Objector's counsel. An objection must  
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1 state: (1) the name of the proceeding, (2) the Settlement Class Member's full name,  
2 current mailing address, email address, and telephone number, (3) a statement of the  
3 specific grounds for the objection, as well as any documents supporting the objection,  
4 (4) the identity of any attorneys representing the objector, (5) a statement regarding  
5 whether the Settlement Class Member (or his/her attorney) intends to appear at the  
6 Final Approval Hearing, (6) a statement identifying all class action settlements  
7 objected to by the Settlement Class Member in the previous five (5) years, and (7)  
8 the signature of the Settlement Class Member or the Settlement Class Member's  
9 attorney.

10 25. Only Settlement Class Members that have filed and served valid and  
11 timely notices of objection shall be entitled to be heard at the Final Approval Hearing.  
12 Any Settlement Class Member who does not timely file and serve an objection in  
13 writing in accordance with the procedure set forth in the Settlement Notices and  
14 mandated in this Order shall be deemed to have waived any objection to (a) the  
15 Settlement; (b) the Release; (c) entry of Final Approval Order or any judgment; (d)  
16 Class Counsel's application for fees, costs, and expenses; and/or (e) the service award  
17 request for the named Plaintiff, whether by appeal, collateral attack, or otherwise.

18 26. Settlement Class Members need not appear at the hearing or take any  
19 other action to indicate their approval.

20 27. Upon entry of the Order and Final Judgment all members of the  
21 Settlement Class that have not personally and timely requested to be excluded from  
22 the Settlement Class will be enjoined from proceeding against Barracuda with respect  
23 to all of the Released Claims.

24 28. Barracuda shall prepare and send all notices that are required by the  
25 Class Action Fairness Act of 2005 ("CAFA") as specified in 28 U.S.C. § 1715. Class  
26 Counsel and Counsel for Barracuda shall cooperate promptly and fully in the  
27 preparation of such notices, including providing Barracuda with any and all  
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1 information in their possession necessary for the preparation of these notices.  
2 Barracuda shall provide courtesy copies of the notices to Class Counsel for the  
3 purpose of implementing the Settlement. Barracuda shall provide notice to Class  
4 Counsel of compliance with the CAFA requirements within ten (10) days of  
5 providing notice to Attorneys General under CAFA.

6 Administration of the Settlement.

7 29. The Court hereby appoints the claims administrator proposed by the  
8 parties, RG/2 Claims Administration (the “Settlement Administrator”).  
9 Responsibilities of the Settlement Administrator shall include: (a) establishing a post  
10 office box for purposes of communicating with Settlement Class Members; (b)  
11 disseminating notice to the Settlement Class; (c) developing a website to enable  
12 Settlement Class Members to access documents; (d) accepting and maintaining  
13 documents sent from Settlement Class Members relating to claims administration;  
14 and (e) distributing settlement checks to Settlement Class Members. Pursuant to the  
15 Settlement Agreement, the Settlement Administrator and costs of administration  
16 shall be paid from the Settlement Fund.

17 30. In the event the Settlement Agreement and the proposed settlement are  
18 terminated in accordance with the applicable provisions of the Settlement  
19 Agreement, the Settlement Agreement, the proposed Settlement, and all related  
20 proceedings shall, except as expressly provided to the contrary in the Settlement  
21 Agreement, become null and void, shall have no further force and effect, and  
22 Settlement Class Members shall retain all of their current rights to assert any and all  
23 claims against Barracuda and any other Released Person, and Barracuda and any  
24 other Released Persons shall retain any and all of their current defenses and  
25 arguments thereto (including but not limited to arguments that the requirements of  
26 Fed. R. Civ. P. 23(a) and (b)(3) are not satisfied for purposes of continued litigation).  
27 The Litigation shall thereupon revert forthwith to its respective procedural and  
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1 substantive status prior to the date of execution of the Settlement Agreement and  
2 shall proceed as if the Settlement Agreement and all other related orders and papers  
3 had not been executed.

4 31. Neither this Order nor the Settlement Agreement nor any other  
5 settlement-related document nor anything contained herein or therein or  
6 contemplated hereby or thereby nor any proceedings undertaken in accordance with  
7 the terms set forth in the Settlement Agreement or herein or in any other settlement-  
8 related document, shall constitute, be construed as or be deemed to be evidence of or  
9 an admission or concession by Barracuda as to the validity of any claim that has been  
10 or could have been asserted against it or as to any liability by it as to any matter set  
11 forth in this Order, or as to the propriety of class certification for any purposes other  
12 than for purposes of the current proposed settlement.

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14  
15 Dated: \_\_\_\_\_

\_\_\_\_\_  
The Honorable Christina A. Snyder  
United States Judge