

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 a Settlement of the lawsuit captioned as *Wall v. Wescom Central Credit Union, et al.*, Case No. 5:23-cv-02293-CAS-SHK, which arises from the Incident (the “Lawsuit”). The Lawsuit alleges that the Incident potentially impacted Private Information of Plaintiff and the members of the Settlement Class.
- The Settlement is without any admission of liability or responsibility by any party and is solely to avoid the uncertainties and expenses associated with continuing the Lawsuit.
- The Settlement Class Members include 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, 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.

YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT	
SUBMIT A CLAIM FORM	This is the only way you may receive benefits from this Settlement. The deadline to submit a Claim Form is January 27, 2026 .
EXCLUDE YOURSELF FROM THE SETTLEMENT	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 January 27, 2026 .
OBJECT TO THE SETTLEMENT	Write to the Claims Administrator explaining why you do not agree with the Settlement. The deadline to object is January 27, 2026 .

ATTEND THE FINAL FAIRNESS HEARING	You or your attorney may attend and speak about your objection at the Final Fairness Hearing. The Final Fairness Hearing will be held on February 2, 2026 .
DO NOTHING	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.barracudasettlement.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 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.barracudasettlement.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 1-866-742-4955, by emailing info@rg2claims.com, or by visiting the Settlement Website located at www.barracudasettlement.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 CyEx. “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.barracudasettlement.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.barracudasettlement.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 1-866-742-4955, and submit by mail.

All Claim Forms must be submitted no later than January 27, 2026.

8. When will I get my payment?

The hearing to consider the fairness of the Settlement is scheduled on February 2, 2026 at 10:00 a.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.barracudasettlement.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.barracudasettlement.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 **January 27, 2026** to the following address:

Barracuda Networks Data Settlement
c/o RG/2 Claims Administration
P.O. Box 59479
Philadelphia, PA 19102-9479
info@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 **January 27, 2026**.

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 on February 2, 2026 at 10:00 a.m. via Zoom. 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.barracudasettlement.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.barracudasettlement.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.barracudasettlement.com, call 1-866-742-4955 or email info@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