

1 **JOINT STIPULATION OF CLASS ACTION SETTLEMENT AND RELEASE**

2 This Joint Stipulation of Class Action Settlement and Release (“Settlement,” “Agreement” or
3 “Settlement Agreement”) is made and entered into by and between Plaintiff Jessie Calles (“Plaintiff” or
4 “Class Representative”), individually, and on behalf of the Class (as defined below), and Barracuda
5 Networks, Inc. (“Defendant”) (together, Plaintiff and Defendant are referred to as the “Parties” and
6 individually they are referred to as “Party”).

7 This Settlement Agreement is intended by Plaintiff and Defendant to fully, finally, and forever
8 resolve, discharge, and settle the Action (as defined below) and shall be binding on Plaintiff,
9 Participating Class Members (as defined herein), and on Defendant, subject to the terms and conditions
10 hereof and the approval of the Court.

11 **RECITALS**

12 1. On April 19, 2021, Plaintiff filed a Class Action Complaint for Damages (“Complaint”),
13 thereby commencing a putative class action entitled *Jessie Calles v. Barracuda Networks, Inc.* in the
14 Superior Court of California for the County of Santa Clara, Case No. 21CV380268 (“Action”) against
15 Defendant alleging violations of California Labor Code §§ 510 and 1198 (Unpaid Overtime), California
16 Labor Code §§ 226.7 and 512(a) (Unpaid Meal Period Premiums), California Labor Code § 226.7 (Unpaid
17 Rest Period Premiums), California Labor Code §§ 1194, 1197, and 1197.1 (Unpaid Minimum Wages),
18 California Labor Code §§ 201 and 202 (Final Wages Not Timely Paid), California Labor Code § 204
19 (Wages Not Timely Paid During Employment), California Labor Code § 226(a) (Non-Compliant Wage
20 Statements), California Labor Code §§ 2800 and 2802 (Unreimbursed Business Expenses), and California
21 Business and Professions Code §§ 17200, *et seq.*

22 2. Defendant has denied, and continues to deny, the validity of Plaintiff’s claims in the Action
23 and that it has committed any violation of law. Notwithstanding, in the interest of avoiding further
24 litigation, Defendant desires to fully and finally settle the Action and the Released Claims.

25 3. Class Counsel diligently investigated the claims against Defendant, including any and all
26 applicable defenses and the applicable law. The investigation included, *inter alia*, the exchange of
27 information, data, and documents, and review of Defendant’s employment and operations policies,
28 practices, and procedures.

4. On November 6, 2024, the Parties reached the settlement that is memorialized herein. The settlement discussions were conducted at arm's-length, and the Settlement is the result of an informed and detailed analysis of Defendant's potential liability and exposure in relation to the costs and risks associated with continued litigation. Based on the documents produced, as well as Class Counsel's own independent investigation and evaluation, Class Counsel believes that the settlement with Defendant for the consideration and on the terms set forth in this Settlement Agreement is fair, reasonable, and adequate and is in the best interest of the Class Members, in light of all known facts and circumstances, including the risk of significant delay and uncertainty associated with litigation and various defenses asserted by Defendant.

5. The Parties expressly acknowledge that this Settlement Agreement is entered into solely for the purpose of compromising significantly disputed claims and that nothing herein is an admission of liability or wrongdoing by Defendant. If for any reason the Settlement Agreement is not approved or the Court does not enter an Order of Final Approval, this Stipulation will be of no force or effect, and the Parties shall be returned to their original respective positions. Defendant expressly reserves all rights to challenge all claims and allegations in the Action on all grounds, including, but not limited to class treatment and all defenses and privileges. Plaintiff and Class Counsel agree that Defendant does not waive any argument contesting class certification if this Settlement Agreement is not approved.

DEFINITIONS

6. The following definitions are applicable to this Settlement Agreement. Definitions contained elsewhere in this Settlement Agreement will also be effective:

a. “Attorneys’ Fees and Costs” means attorneys’ fees for Class Counsel’s litigation and resolution of the Action and all actual costs incurred and to be incurred by Class Counsel in the Action, as set forth in Paragraph 10.

b. “Class Counsel” means Lawyers *for* Justice, PC, the attorneys of record for Plaintiff.

c. “Class List” means a complete list of all Class Members that Defendant will diligently and in good faith compile from its records and provide to the Settlement Administrator. The Class List will be formatted in a readable Microsoft Office Excel spreadsheet and will include each

Class Member's last known full name, last known mailing address, last known telephone number, Social Security Number, dates employed as an hourly-paid or non-exempt employee of Defendant in California during the Class Release Period, and such other relevant information as is necessary for the Settlement Administrator to calculate Workweeks (as defined herein).

d. "Class Member" or "Class" refers to all current and former hourly-paid, non-exempt employees who worked for Defendant within the State of California at any time from October 15, 2015 through April 24, 2025. Defendant represents that the number of Class Members is approximately 680 individuals, as of November 6, 2024.

e. "Class Notice" means the form of direct mail notices entitled "Notice of Class Action Settlement", substantially in the form attached as "**Exhibit A.**"

f. "Class Release Period" means the time period from October 15, 2015 through April 24, 2025.

g. "Class Representative" or "Plaintiff" means Plaintiff Jessie Calles, who will seek to be appointed as the representative for the Class.

h. "Class Settlement" means the settlement and resolution of all Released Claims.

i. "Complaint" refers to the operative complaint in this Action filed on April 19, 2021.

j. "Court" means the Superior Court of California for the County of Santa Clara.

k. "Defendant" means Barracuda Networks, Inc.

l. "Defendant's Counsel" means Jonathan M. Cohen and Robyn C. Callahan of Joseph, Cohen & Del Vecchio, P.C.

m. "Effective Date" means the date on which the settlement described in this Settlement Agreement shall become effective after the later of: (a) five (5) days after the last day on which any appeal, writ or appellate proceeding challenging the Final Approval Order and Judgment can be filed, but no such appeal is filed, or (b) if an appeal, writ or other appellate proceeding challenging the Final Approval Order and Judgment is filed, five (5) days after the date of final and conclusive resolution of any appeal, writ or appellate proceeding challenging the Final Approval Order and Judgment – including expiration of any time to seek reconsideration of further review or pursue further

1 remedies or relief.

2 n. “Employer’s Payroll Taxes” means the employer’s share of payroll taxes with
3 respect to the twenty percent (20%) wages portion of Individual Settlement Shares, which shall be paid
4 by Defendant in addition to the Total Settlement Amount.

5 o. “Enhancement Award” means the amount to be paid to Plaintiff in recognition of
6 his efforts and work in prosecuting the Action, as set forth in Paragraph 11.

7 p. “Final Approval” means the determination by the Court that the Settlement is fair,
8 reasonable, and adequate, and entry of the Final Approval Order and Judgment based thereon.

9 q. “Final Approval Hearing” means the hearing at which the Court will consider and
10 determine whether the Settlement should be granted Final Approval.

11 r. “Individual Settlement Payment” means the net payment of each Participating
12 Class Member’s Individual Settlement Share, after reduction for the employee’s share of taxes and
13 withholdings with respect to the wages portion of the Individual Settlement Share, as provided in
14 Paragraph 23.

15 s. “Individual Settlement Share” means the *pro rata* share of the Net Settlement
16 Amount that a Class Member may be eligible to receive for the Class Settlement, to be calculated in
17 accordance with Paragraph 13.

18 t. “Total Settlement Amount” means the maximum amount of Four Hundred Fifty
19 Thousand Dollars (\$450,000.00) to be paid by Defendant in full resolution of all Released Claims and
20 the Action provided for under the Class Settlement and, which includes all Attorneys’ Fees and Costs to
21 be paid to Class Counsel, Enhancement Award to be paid to Plaintiff, Net Settlement Amount to be paid
22 to the Participating Class Members, and Settlement Administration Costs to be paid to the Settlement
23 Administrator. Defendant shall pay the Employer’s Payroll Taxes separately and in addition to the Total
24 Settlement Amount. The Total Settlement Amount is only subject to increase, as provided in Paragraph
25 35.

26 u. “Net Settlement Amount” means the portion of the Total Settlement Amount
27 remaining after deduction of the Court-approved Enhancement Award, Settlement Administration Costs,
28 and all Attorneys’ Fees and Costs for distribution to Participating Class Members.

1 v. “Objection” means a Participating Class Member’s written objection to the Class
2 Settlement, which must: (a) contain the case name and number of the Action; (b) contain the Participating
3 Class Member’s full name, signature, address, telephone number, and last four (4) digits of Social Security
4 Number; (c) contain a written statement of all grounds for the objection accompanied by any legal support
5 for such objection; (d) contain copies of any papers, briefs, or other documents upon which the objection
6 is based; and (e) be submitted by mail to the Settlement Administrator at the specified address, postmarked
7 on or before the Response Deadline.

8 w. “Participating Class Members” means all Class Members who do not submit a
9 timely and valid Request for Exclusion.

10 x. “Parties” means Plaintiff and Defendant, together, and “Party” means the Plaintiff
11 or Defendant individually.

12 y. “Preliminary Approval” means entry of the Court order granting preliminary
13 approval of the Settlement Agreement.

14 z. “Released Claims” means a release from any and all claims, debts, liabilities,
15 demands, obligations, penalties, premium pay, guarantees, costs, expenses, attorney’s fees, damages,
16 actions, causes of action whether known or unknown, contingent or accrued, under all factual and legal
17 theories under federal or state law that arose during the Class Period that were alleged, or could have
18 been asserted based on the facts or claims alleged in the Complaint in the Action or reasonably could
19 have been alleged based on the facts and legal theories contained in the Complaint in the Action,
20 including all claims for violations of the California Labor Code, including *inter alia* sections 201, 202,
21 203, 204, 210, 226(a), 226.7, 510, 512, 1174(d), 1194, 1197, 1197.1, 1198, 2800, 2802, and applicable
22 Industrial Welfare Commission Wage Orders, for failure to pay all and overtime wages due; failure to
23 provide compliant meal periods and associated premiums; failure to provide compliant rest periods and
24 associated premiums; failure to pay all minimum wages due; failure to pay all wages timely during
25 employment, failure to pay all wages timely at the time of termination; failure to provide sick days or
26 pay sick days at the appropriate rate; claims related to donning and doffing; claims related to pre and
27 post-shift work; failure to calculate the regular rate of pay; failure to provide complete, accurate, or
28 properly formatted wage statements; failure to maintain requisite time records and payroll records;

1 failure to reimburse business expenses; and unfair business practices that were or could have been
2 premised on the claims, causes of action, or legal theories of relief described above or any of the claims,
3 causes of action, or legal theories of relief pleaded in the Complaint in the Action.

4 aa. “Released Parties” means Barracuda Networks, Inc., and all of its former and
5 current parents, subsidiaries, affiliates, and any other entities that could be considered to have jointly
6 employed the Class Members, as well as each of their officers, directors, board members, managers,
7 owners, executives, partners, executive-level employees, shareholders, agents, associates, attorneys, and
8 any other predecessors, successors, assigns or legal representatives.

9 bb. “Request for Exclusion” means a Class Member’s timely written letter indicating
10 a request to be excluded from the Class Settlement, which must: (a) contain the case name and number
11 of the Action; (b) contain the Class Member’s full name, signature, address, telephone number, and last
12 four (4) digits of Social Security Number; (c) contain a clear written statement indicating that the Class
13 Member seeks exclusion from the Class Settlement; and (d) be submitted by mail to the Settlement
14 Administrator at the specified address, postmarked on or before the Response Deadline.

15 cc. “Response Deadline” means the deadline by which Class Members must submit
16 a Request for Exclusion, Objection, and/or Workweeks Dispute, which shall be the date that is sixty
17 (60) calendar days after the initial mailing of the Class Notice by the Settlement Administrator, unless
18 the 60th day falls on a Sunday or Federal holiday, in which case the Response Deadline will be extended
19 to the next day on which the U.S. Postal Service is open. In the event that a Class Notice is re-mailed
20 to a Class Member, the Response Deadline for that Class Member shall be extended by fifteen (15)
21 calendar days from the initial Response Deadline.

22 dd. “Settlement Administrator” means ILYM Group, Inc., or any other third-party
23 class action settlement administrator agreed to by the Parties and approved by the Court for purposes of
24 administering this Settlement. The Parties and their counsel each represent that they do not have any
25 financial interest in the Settlement Administrator or otherwise have a relationship with the Settlement
26 Administrator that could create a conflict of interest.

27 ee. “Settlement Administration Costs” means the costs payable from the Total
28 Settlement Amount, subject to Court approval, to the Settlement Administrator for administering this

1 Settlement, as set forth in Paragraph 12, including, but not limited to, printing, distributing, and tracking
2 documents for this Settlement, calculation and distribution to Participating Class Members, tax
3 reporting, and other duties and responsibilities as may be needed and requested by the Parties in
4 accordance with this Settlement Agreement.

5 ff. “Workweeks” means the number of weeks each Class Member worked for
6 Defendant as an hourly-paid, non-exempt employee in California during the Class Release Period, which
7 will be calculated by the Settlement Administrator by the total number of workweeks worked on a pro
8 rata basis by the Class Members during the Class Period. Only days actually worked by each Class
9 Member will be included in the Workweeks calculation.

10 gg. “Workweeks Dispute” means a Class Member’s written letter disputing the pre-
11 printed information on the Class Notice as to his or her Workweeks, which must: (a) contain the case
12 name and number of the Action; (b) contain the Class Member’s full name, signature, address, telephone
13 number, and last four (4) digits of Social Security Number; (c) clearly state that the Class Member
14 disputes of the number of Workweeks credited to him or her and what he or she contends is the correct
15 number to be credited to him or her; (d) attach any documentation that he or she has to support the
16 dispute; and (e) be submitted by mail to the Settlement Administrator at the specified address,
17 postmarked on or before the Response Deadline.

18 **CLASS CERTIFICATION**

19 7. For the purposes of this Settlement Agreement and settling the Action only, the Parties
20 stipulate to the certification of the Class.

21 8. The Parties agree that certification for the purpose of settlement is not an admission that
22 certification is proper under California Code of Civil Procedure section 382 or any other applicable law.
23 Should, for whatever reason, the Court not grant Final Approval, the Parties’ stipulation to class
24 certification as part of the Settlement shall become null and void ab initio and shall have no bearing on,
25 and shall not be admissible in connection with, the issue of whether or not certification would be
26 inappropriate in a non-settlement context.

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1 **TERMS OF AGREEMENT**

2 NOW, THEREFORE, in consideration of the mutual covenants, promises, and agreements set
3 forth herein, the Parties agree, subject to the Court's approval, as follows:

4 9. Funding and Disbursement of the Total Settlement Amount. Within five (5) business
5 days after the Effective Date, the Settlement Administrator will provide the Parties with an accounting
6 estimate of the amounts to be paid by Defendant pursuant to the terms of the Settlement and establish a
7 qualified settlement account for administration of the Settlement. Within thirty (30) calendar days after
8 the Effective Date, Defendant will make a one-time deposit of the Total Settlement Amount plus the
9 Employer's Payroll Taxes for the Participating Class Members into the settlement account to be
10 established by the Settlement Administrator. Within seven (7) calendar days of the funding of the Total
11 Settlement Amount and an amount sufficient for Employer's Payroll Taxes, the Settlement Administrator
12 will issue payments due under the Settlement and approved by the Court, as follows: (a) Individual
13 Settlement Payments to Participating Class Members; (b) Enhancement Award to Plaintiff; (c)
14 Attorneys' Fees and Costs to Class Counsel; and (d) Settlement Administration Costs to itself (the
15 Settlement Administrator). The Settlement Administrator will also undertake filings and remittances in
16 connection with the employee's share of taxes on the wages portion of Individual Settlement Shares and
17 the Employer's Payroll Taxes, that are necessary for administration of the Settlement.

18 10. Attorneys' Fees and Costs. Class Counsel will request and Defendant will not oppose
19 attorneys' fees of up to thirty-five percent (35%) of the Total Settlement Amount (i.e., up to \$157,500.00
20 if the Total Settlement Amount is \$450,000.00) and reimbursement of actual costs and expenses associated
21 with Class Counsel's litigation and settlement of the Action, supported by declaration, in an amount not
22 to exceed Ninety-Thousand Dollars (\$90,000.00), both of which will be paid from the Total Settlement
23 Amount subject to Court approval. These amounts will cover any and all work performed and any and all
24 costs incurred by Class Counsel in connection with the litigation and settlement of the Action, including
25 without limitation all work performed and costs incurred to date, and all work to be performed and all
26 costs to be incurred in connection with obtaining the Court's approval of this Settlement Agreement,
27 including any objections raised and any appeals necessitated by those objections. Class Counsel shall be
28 solely and legally responsible for correctly characterizing this compensation for tax purposes and for

1 paying any taxes on the amounts received. Class Counsel will receive an IRS Form 1099 for any amount
2 awarded to Class Counsel in the form of attorneys' fees or costs and will be responsible for payment of
3 any taxes owing on said amount. With respect to the Attorneys' Fees and Costs to Class Counsel, the
4 Settlement Administrator may purchase an annuity to utilize United States Treasuries and bonds or utilize
5 other attorney fee deferral vehicles, for Class Counsel, and any additional expenses for doing so shall be
6 paid separately by Class Counsel and shall not be included within the Settlement Administration Costs.
7 Defendant and Defendant's Counsel shall not be liable for any expenses associated with the purchase or
8 use of any attorney fee deferral vehicles for Class Counsel by the Settlement Administrator. Any portion
9 of the Attorneys' Fees and Costs which are not approved by the Court and not awarded to Class Counsel
10 shall be a part of the Net Settlement Amount for the benefit of Participating Class Members.

11 11. Enhancement Award. In recognition of his efforts and work in prosecuting the Action,
12 Defendant agrees not to oppose or impede any application or motion for an Enhancement Award to
13 Plaintiff in the amount of up to \$10,000.00. The Enhancement Award, which will be paid from the Total
14 Settlement Amount subject to Court approval, will be in addition to any Individual Settlement Payments
15 that he is eligible to receive pursuant to the Settlement. The Settlement Administrator will issue an IRS
16 Form 1099 to Plaintiff for the Enhancement Award, and Plaintiff shall be solely and legally responsible
17 for correctly characterizing this compensation for tax purposes and for paying any taxes on the amounts
18 received. Should the Court not approve the Enhancement Award to Plaintiff, or approve it in an amount
19 that is less than that set forth above, Plaintiff shall not have the right to revoke this Agreement, and it will
20 remain binding, and the difference between the amount approved by the Court (if any) and the amount
21 allocated toward the Enhancement Award will be part of the Net Settlement Amount for the benefit of
22 Participating Class Members.

23 12. Settlement Administration Costs. The Settlement Administrator will be paid for the
24 reasonable costs of administration of the Settlement and distribution of payments under the Settlement,
25 which is currently estimated not to exceed Fifteen-Thousand dollars (\$15,000.00). These costs, which
26 will be paid from the Total Settlement Amount subject to Court approval, will include, *inter alia*, printing,
27 distributing, and tracking Class Notices and other documents for the Settlement, calculating and
28 distributing payments due under the Settlement, issuing of 1099 and W-2 IRS Forms and all required tax

reporting, filings, withholdings, and remittances, providing necessary reports and declarations, and other duties and responsibilities set forth herein to process this Settlement, and as requested by the Parties. To the extent actual Settlement Administration Costs are greater than the estimated amount stated herein, such excess amount will be deducted from the Total Settlement Amount, subject to approval by the Court. Any portion of the estimated, designated, and/or awarded Settlement Administration Costs which are not in fact required to fulfill payment to the Settlement Administrator to undertake the requirement settlement administration duties will be part of the Net Settlement Amount for the benefit of Participating Class Members. Plaintiff, Class Counsel, Defendant, and Defendant's Counsel shall not bear any responsibility for errors or omissions in the calculation or distribution of payments or the development of the list of recipients of payments provided for under the Settlement.

13. Individual Settlement Share Calculations. Individual Settlement Shares will be calculated and apportioned from the Net Settlement Amount based on the Class Members' number of Workweeks, as follows:

a. After Preliminary Approval of the Settlement, the Settlement Administrator will divide the estimated Net Settlement Amount by the Workweeks of all Class Members to yield the "Estimated Workweek Value," and multiply each Class Member's individual Workweeks by the Estimated Workweek Value to yield his or her estimated Individual Settlement Share.

b. After Final Approval of the Settlement, the Settlement Administrator will divide the final Net Settlement Amount by the Workweeks of all Participating Class Members to yield the "Final Workweek Value," and multiply each Participating Class Member's individual Workweeks by the Final Workweek Value to yield his or her Individual Settlement Share.

14. Settlement Awards Do Not Trigger Additional Benefits. All payments made under the Settlement shall be deemed to be paid to the payee solely in the year in which such payments actually are issued to the payee. It is expressly understood and agreed that payments made under this Settlement shall not in any way entitle Plaintiff or Class Members to additional compensation or benefits under any new or additional compensation or benefits, or any bonus, contest or other compensation or benefit plan or agreement in place during the Class Release Period, nor will it entitle Plaintiff or Class Members to any increased retirement, 401K benefits or matching benefits, or deferred compensation benefits

(notwithstanding any contrary language or agreement in any benefit or compensation plan document that might have been in effect during the Class Release Period).

15. Delivery of the Class List. Within twenty-one (21) calendar days of Preliminary Approval, Defendant will provide the Class List to the Settlement Administrator.

16. Notice by First-Class U.S. Mail.

a. Within fourteen (14) calendar days after receiving the Class List from Defendant, the Settlement Administrator will perform a search based on the United States Postal Service's National Change of Address Database or any other similar services available, such as provided by Experian, for information to update and correct for any known or identifiable address changes, and will mail a Class Notice in English (in the form attached as **Exhibit A** to this Settlement Agreement) to all Class Members via U.S. mail, using the most current, known mailing addresses identified by the Settlement Administrator.

b. With respect to Class Notices that are returned as undeliverable on or before the Response Deadline, the Settlement Administrator will search for an alternate address by way of skip-trace and re-mail the Class Notice within five (5) calendar days to an alternate address if one is located.

17. Dispute Regarding Workweeks. The Class Notice will include the procedure by which a Class Member may dispute the number of Workweeks allocated to him or her by submitting a timely and valid Workweeks Dispute. The date of the postmark on the return mailing envelope will be the exclusive means to determine whether a dispute has been timely submitted. Absent evidence rebutting the accuracy of Defendant's records and data as they pertain to the number of Workweeks to be credited to a disputing Class Member, Defendant's records will be presumed correct and determinative of the dispute. The Settlement Administrator will evaluate the information and/or documents submitted by the Class Member and the Settlement Administrator will resolve and determine the number of Workweeks that the disputing Class Member should be credited with under the Settlement. The Settlement Administrator's decision on such disputes will be final and non-appealable.

18. Settlement Checks. The Settlement Administrator will be responsible for undertaking appropriate deductions, required tax reporting, and issuing the Individual Settlement Payments by way of check to the Participating Class Members in accordance with this Settlement Agreement. Each

Individual Settlement Payment check will be valid and negotiable for one hundred and eighty (180) calendar days from the date the checks are issued, and thereafter, shall be cancelled. All funds remaining after the cancellation of checks, shall be distributed to the Santa Clara chapter of the Special Olympics, subject to Court approval. In the event the Court does not approve the *cy pres* recipient, the Parties will meet and confer regarding the designation of a different recipient. The Parties agree that this disposition results in no “unpaid residue” under California Civil Procedure Code section 384, as the entire Net Settlement Amount will be paid out to Participating Class Members, whether or not they all cash, deposit, or negotiate the payment checks originally issued to them. The Settlement Administrator shall undertake amended and/or supplemental tax filings and reporting, required under applicable local, state, and federal tax laws, that are necessitated due to the cancellation of any Individual Settlement Payment check. Participating Class Members whose Individual Settlement Payment checks are cancelled shall, nevertheless, be bound by this Settlement Agreement and the Final Approval Order and Judgment will have claim preclusive impact with respect to them and all Participating Class Members with respect to the Class Settlement.

19. Procedures for Requesting Exclusion from the Class Settlement. Any Class Member wishing to be excluded from the Class Settlement must submit a Request for Exclusion to the Settlement Administrator, by mail, on or before the Response Deadline. The date of the postmark on the return mailing envelope will be the exclusive means to determine whether a Request for Exclusion has been timely submitted. The Settlement Administrator will certify jointly to Class Counsel and Defendant’s Counsel, the number of timely and valid Requests for Exclusion that were submitted, and also identify the individuals who submitted them, in a declaration that is to be filed with the Court in advance of the Final Approval Hearing. Any Class Member who submits a timely and valid Request for Exclusion is prohibited from making any objection to the Class Settlement. Any Class Member who submits a timely and valid Request for Exclusion will not be bound by the Class Settlement and will not be issued an Individual Settlement Payment. All signatories and their counsel agree not to encourage or solicit opt-outs, directly or indirectly, through any means.

20. Procedures for Objecting to the Class Settlement. To object to the Class Settlement, Class Members who have not opted out of the Class Settlement (i.e., Participating Class Members) must

1 submit a timely and complete Objection to the Settlement Administrator, by mail, on or before the
2 Response Deadline. The Objection must be signed by the Participating Class Member and contain all
3 information required by this Settlement Agreement. The postmark date will be deemed the exclusive
4 means for determining that the Objection is timely. At no time will any of the Parties or their counsel
5 seek to solicit or otherwise encourage Class Members to object to the Settlement Agreement or appeal
6 from the Final Approval Order and Judgment. Participating Class Members may also present their
7 objection orally at the Final Approval Hearing, irrespective of whether they submit an Objection. The
8 Settlement Administrator will certify jointly to Class Counsel and Defendant's Counsel the Objections
9 that were timely submitted, and also attach them as exhibits to a declaration that is to be filed with the
10 Court in advance of the Final Approval Hearing.

11 21. Reports by the Settlement Administrator Regarding Settlement Administration. The
12 Settlement Administrator will provide Defendant's Counsel and Class Counsel a weekly report which
13 certifies: (a) the number of Class Members who have submitted a Workweeks Dispute; (b) the names
14 of Class Members who have submitted a Workweeks Dispute; (c) the number of Class Members who
15 have submitted timely and valid Requests for Exclusion or timely and complete Objections; (d) the
16 names of Class Members who have submitted timely and valid Requests for Exclusion or timely and
17 complete Objections; and (e) the number of undeliverable and re-mailed Class Notices. Additionally,
18 the Settlement Administrator will provide to counsel for both Parties any updated reports regarding the
19 administration of the Settlement Agreement as needed or requested, and immediately notify the Parties
20 when it receives a request from an individual or any other entity regarding inclusion in the Class and/or
21 Settlement.

22 22. Certification of Completion. Upon completion of administration of the Settlement, the
23 Settlement Administrator will provide a written declaration under oath to certify such completion to the
24 Court and counsel for all Parties.

25 23. Treatment of Individual Settlement Payments. Each Individual Settlement Share will be
26 allocated as follows: twenty percent (20%) wages and eighty percent (80%) penalties, interest, and non-
27 wage damages. The portion allocated to wages will be reported on an IRS Form W-2 and the portions
28 allocated to penalties, interest, and non-wage damages will be reported on an IRS Form-1099 by the

1 Settlement Administrator. The Settlement Administrator will withhold the employee's share of taxes
2 and withholdings with respect to the wages portion of the Individual Settlement Shares, and issue checks
3 to Participating Class Members for their Individual Settlement Payments (i.e., payment of their
4 Individual Settlement Share net of these taxes and withholdings). The Employer's Payroll Taxes will
5 be paid separately and in addition to the Total Settlement Amount.

6 24. Administration of Taxes by the Settlement Administrator. The Settlement Administrator
7 will be responsible for issuing to Plaintiff, Participating Class Members, and Class Counsel any W-2,
8 1099, or other tax forms as may be required by law for all amounts paid pursuant to this Settlement
9 Agreement. The Settlement Administrator will also be responsible for forwarding all payroll taxes,
10 contributions, and withholdings to the appropriate government authorities for the employee's share of
11 taxes and withholdings and the Employer's Payroll Taxes.

12 25. Tax Liability. Plaintiff, Class Counsel, Defendant, and Defendant's Counsel do not
13 intend anything contained in this Settlement Agreement, the Class Notice, or any other communications
14 to them regarding the Settlement to constitute advice regarding taxes or taxability, nor shall anything in
15 this Settlement Agreement, the Class Notice, or any other communication regarding the Settlement be
16 relied on as such. Plaintiff and Participating Class Members understand and agree that, except for
17 Defendant's payment of Employer Taxes, they will be solely responsible for correctly characterizing
18 any compensation received under the Settlement on their personal income tax returns and paying any
19 and all taxes due for any and all amounts paid to them under the Settlement.

20 26. Circular 230 Disclaimer. EACH PARTY TO THIS SETTLEMENT AGREEMENT
21 (FOR PURPOSES OF THIS SECTION, THE "ACKNOWLEDGING PARTY" AND EACH PARTY
22 TO THIS SETTLEMENT AGREEMENT OTHER THAN THE ACKNOWLEDGING PARTY, AN
23 "OTHER PARTY") ACKNOWLEDGES AND AGREES THAT (1) NO PROVISION OF THIS
24 SETTLEMENT AGREEMENT, AND NO WRITTEN COMMUNICATION OR DISCLOSURE
25 BETWEEN OR AMONG THE PARTIES OR THEIR ATTORNEYS AND OTHER ADVISERS, IS
26 OR WAS INTENDED TO BE, NOR WILL ANY SUCH COMMUNICATION OR DISCLOSURE
27 CONSTITUTE OR BE CONSTRUED OR BE RELIED UPON AS, TAX ADVICE WITHIN THE
28 MEANING OF UNITED STATES TREASURY DEPARTMENT CIRCULAR 230 (31 CFR PART 10,

1 AS AMENDED); (2) THE ACKNOWLEDGING PARTY (A) HAS RELIED EXCLUSIVELY UPON
2 HIS, HER OR ITS OWN, INDEPENDENT LEGAL AND TAX COUNSEL FOR ADVICE
3 (INCLUDING TAX ADVICE) IN CONNECTION WITH THIS SETTLEMENT AGREEMENT,
4 (B) HAS NOT ENTERED INTO THIS SETTLEMENT AGREEMENT BASED UPON THE
5 RECOMMENDATION OF ANY OTHER PARTY OR ANY ATTORNEY OR ADVISOR TO ANY
6 OTHER PARTY, AND (C) IS NOT ENTITLED TO RELY UPON ANY COMMUNICATION OR
7 DISCLOSURE BY ANY ATTORNEY OR ADVISER TO ANY OTHER PARTY TO AVOID ANY
8 TAX PENALTY THAT MAY BE IMPOSED ON THE ACKNOWLEDGING PARTY; AND (3) NO
9 ATTORNEY OR ADVISER TO ANY OTHER PARTY HAS IMPOSED ANY LIMITATION THAT
10 PROTECTS THE CONFIDENTIALITY OF ANY SUCH ATTORNEY'S OR ADVISER'S TAX
11 STRATEGIES (REGARDLESS OF WHETHER SUCH LIMITATION IS LEGALLY BINDING)
12 UPON DISCLOSURE BY THE ACKNOWLEDGING PARTY OF THE TAX TREATMENT OR TAX
13 STRUCTURE OF ANY TRANSACTION, INCLUDING ANY TRANSACTION CONTEMPLATED
14 BY THIS SETTLEMENT AGREEMENT.

15 27. Reduction or Denial of Attorneys' Fees, Costs and Enhancement Awards. Any denial or
16 reduction in amount by the Court of the Attorneys' Fees and Costs, Enhancement Awards, and/or
17 Settlement Administration Costs will in no way affect the validity of the remainder of this Settlement
18 Agreement, or give rise to a right to abrogate this Settlement Agreement.

19 28. No Prior Assignments. The Parties and their counsel represent, covenant, and warrant
20 that they have not directly or indirectly assigned, transferred, encumbered, or purported to assign,
21 transfer, or encumber to any person or entity any portion of any liability, claim, demand, action, cause
22 of action or right herein released and discharged.

23 29. Release of Claims by Participating Class Members. Upon the Effective Date and full
24 funding of the Total Settlement Amount, Plaintiff and all Class Members who do not submit a timely
25 and valid Request for Exclusion (i.e., Participating Class Members) will be deemed to have fully, finally,
26 and forever released, settled, compromised, relinquished, and discharged the Released Parties of all
27 Released Claims. The period of this release shall extend to the limits of the Class Release Period.

28 ///

1 30. General Release of Claims by Plaintiff. In addition, upon the Effective Date and full
2 funding of the Total Settlement Amount, Plaintiff will be deemed to have fully released and discharged
3 the Released Parties of and from all claims arising from his employment with Defendant, separation of
4 employment from Defendant, and any acts that have or could have been asserted in any legal action or
5 proceeding against Defendant, whether known or unknown, arising under any federal, state, or local
6 law, or statute, including, inter alia, those arising under the California Labor Code, Fair Labor Standards
7 Act, Americans with Disabilities Act, Title VII of the Civil Rights Act of 1964, Employee Retirement
8 Income Security Act, National Labor Relations Act, California Corporations Code, California Business
9 and Professions Code, California Fair Employment and Housing Act, California Constitution (all as
10 amended), and law of contract and tort, as well as for discrimination, harassment, retaliation, wrongful
11 termination, lost wages, benefits, other employment compensation, emotional distress, medical
12 expenses, other economic and non-economic damages, attorney's fees, and costs, arising on or before
13 the date of execution of the Settlement Agreement. With respect to those claims released by Plaintiff
14 Calles in an individual capacity, Plaintiff Calles acknowledges and waives any and all rights and benefits
15 available under California Civil Code section 1542, which provides:

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

21 Plaintiff understands and agrees that claims or facts in addition to or different from those which are now
22 known or believed by him to exist may hereafter be discovered. It is Plaintiff's intention to settle fully
23 and release all claims they now have against the Released Parties, whether known or unknown, suspected
24 or unsuspected, upon the Effective Date and full funding of the Total Settlement Amount.
25 Notwithstanding the above, the general release by Plaintiff shall not extend to claims for workers'
26 compensation benefits, claims for unemployment benefits, or other claims that may not be released by
27 law.

28 31. Duties of the Parties with Respect to Obtaining Preliminary Approval of the Settlement.
Upon execution of this Settlement Agreement, Plaintiff shall promptly obtain a hearing date for

Plaintiff's motion for preliminary approval of the Settlement, and submit this Settlement Agreement to the Court in support of said motion. Defendant agrees not to oppose the motion for preliminary approval of the Settlement consistent with this Settlement Agreement. Said motion shall apply to the Court for the entry of an order ("Preliminary Approval Order"), which shall be mutually agreed upon by the Parties, seeking the following:

- a. Conditionally certifying the Class for settlement purposes only;
- b. Granting Preliminary Approval of the Settlement;
- c. Preliminarily appointing Plaintiff as representative of the Class;
- d. Preliminarily appointing Class Counsel as counsel for the Class;
- e. Approving, as to form and content, the mutually-agreed upon and proposed Class Notice and directing its mailing to the Class by U.S. Mail;
- f. Approving the manner and method for Class Members to request exclusion from or object to the Class Settlement as contained herein and within the Class Notice; and
- g. Scheduling a Final Approval Hearing at which the Court will determine whether the Settlement should be finally approved as fair, reasonable, and adequate.

32. Duties of the Parties with Respect to Obtaining Final Approval of the Settlement. After the Response Deadline, and with the Court's permission, a hearing will be conducted on Plaintiff's motion for final approval of the Settlement (i.e., the Final Approval Hearing), to determine whether Final Approval of the Settlement should be granted, along with the amounts properly payable for Individual Settlement Payments, Attorneys' Fees and Costs, Enhancement Award, and Settlement Administration Costs. Counsel for Defendant will be given an opportunity to review and comment on the motion for final approval of the Settlement prior to its being filed with the Court, and such comments will be implemented into the motion. By way of said motion, Plaintiff will apply for the entry of the mutually-agreed-upon proposed order and judgment ("Final Approval Order and Judgment"), which will provide for, in substantial part, the following:

- a. Approval of the Settlement as fair, reasonable, and adequate, and directing consummation of its terms and provisions;
- b. Certification of the Class;

- c. Approval of the application for Attorneys' Fees and Costs to Class Counsel;
- d. Approval of the application for Enhancement Award to Plaintiff;
- e. Directing Defendant to fund all amounts due under the Settlement Agreement and ordered by the Court; and
- f. Entering judgment in this Action, while maintaining continuing jurisdiction to implement the Settlement, in conformity with California Rules of Court 3.769 and the Settlement Agreement.

33. Termination or Revocation of Settlement. If ten percent (10%) or more of the Class Members submit timely and valid Requests for Exclusion, Defendant may elect to rescind the Settlement Agreement by way of writing that is provided to Class Counsel within ten (10) calendar days after the Settlement Administrator notifies the Parties of the total number of timely and valid Requests for Exclusion received by the Response Deadline. If Defendant exercises this option, Defendant shall pay any costs of settlement administration incurred by the Settlement Administrator up until the date that Defendant gives notice to the Settlement Administrator that it is exercising its right to rescind the Settlement pursuant to this Paragraph.

34. Effects of Termination of the Settlement. Termination of the Settlement Agreement shall have the following effects:

- a. The Settlement Agreement shall be void and shall have no force or effect, and no Party shall be bound by any of its terms;
- b. In the event the Settlement Agreement is terminated, Defendant shall have no obligation to make any payments to any Party, Class Member, or attorney, except that the terminating Party shall pay the Settlement Administrator for services rendered up to the date the Settlement Administrator is notified that the Settlement has been terminated;
- c. The Preliminary Approval Order, Final Approval Order and Judgment, including any order certifying the Class, shall be vacated;
- d. The Settlement Agreement and all negotiations, statements, and proceedings relating thereto shall be without prejudice to the rights of any of the Parties, all of whom shall be restored to their respective positions in the Action prior to the execution of the Settlement Agreement;

1 e. Neither this Settlement Agreement, nor any ancillary documents, actions,
2 statements, or filings in furtherance of the Settlement shall be offered into evidence in the Action or any
3 other action for any purpose whatsoever; and

4 f. Any documents generated to bring the Settlement into effect, will be null and
5 void, and any order entered by the Court in furtherance of this Settlement Agreement will likewise be
6 treated as void from the beginning.

7 35. Escalator Clause. Defendant represents that there are approximately Six Hundred Eighty
8 (680) Class Members as of November 6, 2024. If it is determined that the total number of Class
9 Members during the Class Release Period exceeds 680 by more than five percent (5%) (i.e., exceeds
10 714), then, Defendant shall increase the Total Settlement Amount on a pro-rata basis equal to the
11 percentage increase in the number of Class Members above five percent (5%) (e.g., if the number of Class
12 Members increases by six percent (6%) to 720 Class Members, the Total Settlement Amount will
13 increase by one percent (1%)).

14 36. Continuing Jurisdiction. After entry of judgment pursuant to the Settlement, the Court
15 will have continuing jurisdiction pursuant to Rule 3.769 of the California Rules of Court and Section
16 664.6 of the California Code of Civil Procedure, for purposes of addressing: (a) the interpretation and
17 enforcement of the terms of the Settlement, (b) settlement administration matters, and (c) such post-
18 judgment matters as may be appropriate under court rules or as set forth in this Settlement Agreement.

19 37. Exhibits Incorporated by Reference. The terms of this Settlement Agreement include the
20 terms set forth in any attached exhibits, which are incorporated by this reference as though fully set
21 forth herein. Any exhibits to this Settlement Agreement are an integral part of the Settlement.

22 38. Limitation on Publicity. Plaintiff and Class Counsel agree not to issue press releases,
23 communicate with, or respond to any media or publication entities, publish information in any manner
24 or form, whether printed or electronic, on any medium or otherwise communicate, whether by print,
25 video, recording or any other medium, with any person or entity concerning the Settlement, including
26 the fact of the Settlement, its terms or contents and the negotiations underlying the Settlement, except
27 as shall be contractually required to effectuate the terms of the Settlement and respond to inquiries
28 received from Class Members. However, for the limited purpose of allowing Class Counsel to prove

1 their experience and adequacy as class counsel in other actions, Class Counsel may reference the Action
2 for such purposes.

3 39. Entire Agreement. This Settlement Agreement and any attached exhibits constitute the
4 entirety of the Parties' settlement terms. No other prior or contemporaneous written or oral agreements
5 may be deemed binding on the Parties. The Parties expressly recognize California Civil Code section
6 1625 and California Code of Civil Procedure section 1856(a), and any other provisions of state or federal
7 law, which provide that a written agreement is to be construed according to its terms and may not be
8 varied or contradicted by extrinsic evidence, and the Parties agree that no such extrinsic oral or written
9 representations or terms will modify, vary, or contradict the terms of this Settlement Agreement. This
10 Settlement Agreement contains the entire agreement between the Parties relating to the settlement and
11 transaction contemplated hereby, and all prior or contemporaneous agreements, understandings,
12 representations, and statements, whether oral or written and whether by a Party or such Party's legal
13 counsel, are merged herein.

14 40. Interim Stay of Proceedings. The Parties agree to hold in abeyance all proceedings in the
15 Action (including, and not limited to, the deadline to bring the Action to trial under California Code of
16 Civil Procedure section 583.310), except such proceedings necessary to implement and complete the
17 Settlement Agreement, pending the Final Approval Hearing to be conducted by the Court.

18 41. Amendment and Waiver. The Parties may not waive, amend, or modify any provision of
19 this Settlement Agreement except by written agreement signed by counsel for the Parties, and subject
20 to any necessary Court approval. A waiver or amendment of any provision of this Settlement Agreement
21 will not constitute a waiver of any other provision.

22 42. Authorization to Enter into Settlement Agreement. Counsel for all Parties warrant and
23 represent they are expressly authorized by the Parties whom they represent to negotiate this Settlement
24 Agreement and to take all appropriate actions required or permitted to be taken by such Parties pursuant
25 to this Settlement Agreement to effectuate its terms and to execute any other documents required to
26 effectuate the terms of this Settlement Agreement. The Parties warrant that they understand and have
27 full authority to enter into this Settlement Agreement, and further intend that this Settlement Agreement
28 will be fully enforceable and binding on all Parties, and agree that it will be admissible and subject to

disclosure in any proceeding to enforce its terms, notwithstanding any mediation confidentiality provisions that otherwise might apply under state or federal law.

43. Signatories. It is agreed that because the members of the Class are so numerous, it is impossible or impractical to have each Class Member execute this Settlement Agreement. The Class Notice will advise all Class Members of the binding nature of the Class Settlement as to the Participating Class Members, and the release shall have the same force and effect as if this Settlement Agreement were executed by each Participating Class Member.

44. Binding on Successors and Assigns. This Settlement Agreement will be binding upon, and inure to the benefit of, the successors or assigns of the Parties hereto, as previously defined.

45. California Law Governs. All terms of this Settlement Agreement and attached exhibits hereto will be governed by and interpreted according to the laws of the State of California.

46. Execution and Counterparts. This Settlement Agreement is subject only to the execution of all Parties. However, the Settlement Agreement may be executed in one or more counterparts. All executed counterparts and each of them, including facsimile, electronic, and scanned copies of the signature page, will be deemed to be one and the same instrument.

47. Acknowledgment that the Settlement is Fair and Reasonable. The Parties believe this Settlement Agreement is a fair, adequate, and reasonable settlement of the Action, Released Claims, and have arrived at this Settlement after arm's-length negotiations and in the context of adversarial litigation, taking into account all relevant factors, present and potential. The Parties further acknowledge that they are each represented by competent counsel and that they have had an opportunity to consult with their counsel regarding the fairness and reasonableness of this Settlement Agreement. In addition, if necessary to obtain Court approval of the Settlement, the Mediator may execute a declaration supporting the Settlement and the reasonableness of the Settlement and the Court may, in its discretion, contact the Mediator to discuss the Settlement and whether or not the Settlement is objectively fair and reasonable.

48. Invalidity of Any Provision. Before declaring any provision of this Settlement Agreement invalid, the Court will first attempt to construe the provision as valid to the fullest extent possible consistent with applicable precedents so as to find all provisions of this Settlement Agreement

valid and enforceable.

49. Cooperation. By signing this Settlement Agreement, Parties are hereby bound by the terms herein and agree to fully cooperate to implement the Settlement.

50. Non-Admission of Liability. The Parties enter into this Settlement Agreement to resolve the dispute that has arisen between them and to avoid the burden, expense, and risk of continued litigation. In entering into this Settlement Agreement, Defendant does not admit, and specifically deny, that they have violated any state, federal, or local law; violated any regulations or guidelines promulgated pursuant to any statute or any other applicable laws, regulations or legal requirements; breached any contract; violated or breached any duty; engaged in any misrepresentation or deception; or engaged in any other unlawful conduct with respect to its employees. Neither this Settlement Agreement, nor any of its terms or provisions, nor any of the negotiations connected with it, shall be construed as an admission or concession by Defendant of any such violations or failures to comply with any applicable law. Except as necessary in a proceeding to enforce the terms of this Settlement Agreement, this Settlement Agreement and its terms and provisions shall not be offered as evidence in any action or proceeding to establish any liability or admission on the part of Defendant or to establish the existence of any condition constituting a violation of, or a non-compliance with state, federal, local, or other applicable law.

50. Captions. The captions and paragraph numbers in this Settlement Agreement are inserted for the reader's convenience, and in no way define, limit, construe or describe the scope or intent of the provisions of this Settlement Agreement.

51. Mutual Preparation. The Parties have had a full opportunity to negotiate the terms and conditions of this Settlement Agreement. Accordingly, this Settlement Agreement will not be construed more strictly against one Party than another merely by virtue of the fact that it may have been prepared by counsel for one of the Parties, it being recognized that, because of the arms-length negotiations between the Parties, all Parties have contributed equally to the preparation of this Settlement Agreement.

52. Representation by Counsel. The Parties acknowledge that they have been represented by counsel throughout all negotiations that preceded the execution of this Settlement Agreement, and that this Settlement Agreement has been executed with the consent and advice of counsel, and reviewed in

1 full.

2 53. All Terms Subject to Final Court Approval. All amounts and procedures described in
3 this Settlement Agreement herein will be subject to final Court approval.

4 54. Notices. All notices, demands, and other communications to be provided concerning this
5 Settlement Agreement shall be in writing and delivered by overnight mail at the addresses set for below,
6 or such other addresses as either Party may designate in writing from time to time:

7 To Plaintiff and Class Counsel:

8 Arby Aiwarzian, Esq.
9 Joanna Ghosh, Esq.
10 Brian J. St. John, Esq.
11 Maria Halwadjian, Esq.
12 **LAWYERS for JUSTICE, PC**
450 North Brand Blvd., Suite 900
Glendale, California 91203

To Defendant:

Jonathan M. Cohen, Esq.
Robyn C. Callahan, Esq.
JOSEPH, COHEN & DEL VECCHIO, P.C.
100 Smith Ranch Rd., Suite 116
San Rafael, California 94903

13 55. Final Approval Order and Judgment. The Parties shall provide the Settlement
14 Administrator with a copy of the Final Approval Order and Judgment once it is entered by the Court,
15 and the Settlement Administrator shall post the Final Approval Order and Judgment on its website for
16 sixty (60) calendar days, and this shall satisfy California Rules of Court 3.771(b). No individualized
17 notice of the Final Approval Order and Judgment to the Class will be required.

18 56. Cooperation and Execution of Necessary Documents. All Parties and their counsel will
19 cooperate with each other in good faith and use their best efforts to implement the Settlement, including
20 and not limited to, executing all documents to the extent reasonably necessary to effectuate the terms of
21 this Settlement Agreement. If the Parties are unable to reach agreement on the form or content of any
22 document needed to implement the Settlement Agreement, or on any supplemental provisions that may
23 become necessary to effectuate the terms of this Settlement Agreement, the Parties may seek the
24 assistance of the Mediator and then the Court to resolve such disagreement.

25 **IN WITNESS WHEREOF**, the Parties hereto knowingly and voluntarily executed this Joint
26 Stipulation of Class Action Settlement and Release between Plaintiff and Defendant:

27 **IT IS SO AGREED.**

28 *[Signatures on Next Page]*

**PLAINTIFF AND PROPOSED CLASS
REPRESENTATIVE JESSIE CALLES**

Dated: 06/06/25, 2025

Electronically Signed

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Jessie Calles, Plaintiff and Proposed Class Representative

DEFENDANT BARRACUDA NETWORKS, INC.


Dated: _____, 2025

Ellen O'Donnell, Chief Legal Officer
On behalf of Defendant Barracuda Networks, Inc.

APPROVED AS TO FORM:

LAWYERS for JUSTICE, PC

Dated: _____ June 9, 2025



Arby Aiwazian
Joanna Ghosh
Brian J. St. John
Maria Halwadjian
*Attorneys for Plaintiff Jessie Calles and Proposed Class
Counsel*

JOSEPH, COHEN & DEL VECCHIO, PC

Dated: _____, 2025

Jonathan M. Cohen
Robyn C. Callahan
Attorneys for Defendant Barracuda Networks, Inc.

**PLAINTIFF AND PROPOSED CLASS
REPRESENTATIVE JESSIE CALLES**

Dated: _____, 2025

Jessie Calles, Plaintiff and Proposed Class Representative

DEFENDANT BARRACUDA NETWORKS, INC.

Dated: June 6, 2025

Ellen O'Donnell

Ellen O'Donnell, Chief Legal Officer
On behalf of Defendant Barracuda Networks, Inc.

APPROVED AS TO FORM:

LAWYERS *for* JUSTICE, PC

Dated: _____, 2025

Arby Aiwarzian
Joanna Ghosh
Brian J. St. John
Maria Halwadjian
Attorneys for Plaintiff Jessie Calles and Proposed Class
Counsel

JOSEPH, COHEN & DEL VECCHIO, PC

Dated: June 6,, 2025



Jonathan M. Cohen
Robyn C. Callahan
Attorneys for Defendant Barracuda Networks, Inc.

EXHIBIT A

NOTICE OF CLASS ACTION SETTLEMENT

Jessie Calles v. Barracuda Networks, Inc.

Superior Court of California for the County of Santa Clara, Case No. 21CV380268

PLEASE READ THIS NOTICE CAREFULLY.

You have received this Notice because Defendant's records indicate that you may be eligible to take part in the putative class action settlement reached in the above-referenced case.

You do not need to take any action to receive a settlement payment.

The purpose of this Notice is to provide you with a brief description of the Action, inform you of the terms of the proposed Settlement, and of your rights and options in connection with the Settlement.

NO ACTION NEEDS TO BE TAKEN TO RECEIVE MONEY UNDER THE SETTLEMENT: If you were employed by Defendant as an hourly, non-exempt employee in California during the Class Release Period, you are automatically included in the Settlement and do not need to take any further action to receive a payment.

1. Overview

A class action settlement has been reached between Plaintiff Jessie Calles ("Plaintiff" and "Class Representative") and Defendant Barracuda Networks, Inc. ("Defendant" or "Company") (Plaintiff and Defendant are together referred to as the "Parties") in the case entitled *Jessie Calles v. Barracuda Networks, Inc.*, Santa Clara County Superior Court, Case No. 21CV380268 ("Action"), which may affect your legal rights. On [date of Preliminary Approval], the Court granted preliminary approval of the settlement and scheduled a hearing on [hearing date] at [hearing time] ("Final Approval Hearing") to determine whether the Court should grant final approval of the settlement.

Under the terms of the proposed settlement, hourly-paid, non-exempt employees of Defendant who worked in the State of California between October 15, 2015, through April 24, 2025 ("Class Member") will receive a payment from the Net Settlement Amount should the Court grant final approval of the settlement. Class Members' actual share of the Net Settlement Amount is based on the number of weeks worked at the Company between October 15, 2015, through April 24, 2025 (the "Class Release Period").

2. What is this Action about?

On April 19, 2021, Plaintiff commenced the Action by filing a Class Action Complaint for Damages ("Complaint") against Defendant in Santa Clara County Superior Court. Plaintiff alleges that Defendant failed to properly pay minimum and overtime wages, provide compliant meal and rest breaks and associated premiums, timely pay wages during and upon termination of employment and associated waiting time penalties, provide accurate wage statements, keep requisite payroll records, engage in fair business practices, and reimburse business expenses. Plaintiff seeks, among other things, recovery of unpaid wages and meal and rest period premiums, restitution, penalties, interest, and attorneys' fees and costs.

Defendant denies all of the allegations in the Action or that it violated any law. Defendant contends that at all times it has complied with federal, state, and local laws. The Court has not decided whether Plaintiff and the Class Members or Defendant is right or whether Defendant should be required to pay Plaintiff or Class Members any money.

After extensive discovery and information provided to Class Counsel, the Parties participated in settlement negotiations, and as a result, the Parties reached a settlement. The Parties have since entered into the Joint Stipulation of Class Action Settlement and Release ("Settlement" or "Settlement Agreement").

On [date of Preliminary Approval], the Court entered an order preliminarily approving the Settlement. By approving the Settlement and issuing this Notice, the Court is not suggesting which side would win or lose this case if it went to trial. The Court has appointed ILYM Group, Inc. as the administrator of the Settlement ("Settlement Administrator"), Plaintiff as representative of the Class ("Class Representative"), and the following Plaintiff's attorneys as counsel for the Class ("Class Counsel"):

Arby Aiwazian
Joanna Ghosh
Brian J. St. John
Maria Halwadjian
Lawyers for Justice, PC
450 North Brand Blvd., Suite 900
Glendale, California 91203
Telephone: (818) 265-1020 / Fax: (818) 265-1021

The Settlement represents a compromise of highly disputed claims after contested litigation and motion practice directed to the sufficiency of Plaintiff's claims and whether the proposed Class could be certified. Nothing in the Settlement is intended or will be construed as an admission by Defendant that the claims in the Action have merit or that Defendant has any liability to Plaintiff or to Class Members. Plaintiff and Defendant, and their respective counsel, have concluded and agree that, the Settlement is in the Parties' best interests in light of the facts and procedural posture of the Action and the risks and uncertainties to each side of continued litigation. Plaintiff and Class Counsel believe that the Settlement is fair, reasonable, and adequate, and is in the best interests of Class Members. The Court has made no ruling on the merits of Plaintiff's or the Class Members' claims and has determined only that certification of the Class for settlement purposes is appropriate under California law.

3. What are the terms of the Settlement?

On [date of Preliminary Approval], the Court certified a class, for settlement purposes only, of all hourly paid, non-exempt employees who worked for the Company in California between October 15, 2015 through April 24, 2025. Individuals who do not opt out of the Settlement, pursuant to the procedures set forth in this Notice ("Participating Class Members") will be mailed Settlement checks and in exchange be bound by the Settlement and release of certain wage and penalty claims against the Company.

Without admitting any wrongdoing, the Company agreed to pay the total gross settlement amount of Four Hundred Fifty Thousand Dollars (\$450,000) (the "Total Settlement Amount") to fully resolve all claims in the Action. The Parties agreed the following payments will be paid from the Total Settlement Amount:

Settlement Administration Costs. The Court approved ILYM, Group, Inc. to act as the "Settlement Administrator," who is sending this Notice to you and will perform many other duties relating to the Settlement. Under the Settlement, a maximum of \$15,000 will be paid from the Settlement Amount to pay the Settlement Administration Costs.

Payment to Class Representative. Class Counsel will ask the Court to award Class Representative \$10,000 to compensate him for his efforts and work in prosecuting the Action ("Enhancement Award").

Attorneys' Fees and Costs to Class Counsel. Class Counsel will seek attorneys' fees in an amount of up to thirty-five percent (35%) of the Total Settlement Amount (i.e. an amount of up to \$157,500) and reimbursement of litigation costs and expenses in an amount of up to Ninety Thousand Dollars (\$90,000), subject to approval by the Court. All Attorneys' Fees and Costs awarded by the Court will be paid from the Total Settlement Amount. Class Counsel has been prosecuting the Action on behalf of Plaintiff and Class Members on a contingency fee basis (that is, without being paid any money to date) and has been paying all litigation costs and expenses.

Calculation of Individual Settlement Payments to Class Members. After deducting the above amounts from the Total Settlement Amount, the balance ("Net Settlement Amount") will be distributed to the Participating Class Members. Class Members are eligible to receive payment under the Settlement of their share of the Net Settlement Amount ("Individual Settlement Share") based on the number of weeks they worked for the Company in California as an hourly paid, non-exempt employee during the Class Release Period ("Workweeks").

According to the Company's records, you worked a total of [# of weeks actually worked] during the Class Release Period. If you wish to dispute the Workweeks credited to you, you must submit a written letter to the Settlement Administrator. The written letter must: (a) contain the case name and number of the Action (*Jessie Calles v. Barracuda Networks, Inc.*, Case No. 21CV380268); (b) be signed by you; (c) contain your full name, mailing address, and telephone number, and

last four (4) digits of your Social Security Number; (d) clearly state that you dispute the number of Workweeks credited to you and what you contend is the correct number to be credited to you; (e) include information and/or attach documentation demonstrating that the number of Workweeks that you contend should be credited to you is correct; and (f) be returned by mail to the Settlement Administrator at the address specified in Section IV.B below, postmarked or delivered no later than **[the Response Deadline]**. The Settlement Administrator divided the Net Settlement Amount by the Workweeks of all Class Members to yield the “Class Workweek Point Value,” and multiplied each Class Member’s individual Workweeks by the Class Workweek Point Value to yield each Class Member’s estimated Individual Settlement Share. Class Members who do not submit a valid and timely Request for Exclusion (“Participating Class Members”) will be issued payment of their final Individual Settlement Share. If a Class Member opts-out of the Settlement, his/her Individual Settlement Share will be distributed to all Participating Class Members (i.e., those who do not opt-out).

Allocation and Tax Treatment of Individual Settlement Payments. Each Individual Settlement Share will be allocated twenty percent (20%) as taxable wages, which will be reported on an IRS Form W2, and eighty percent (80%) as penalties, interest, and other non-wage damages, which will be reported on an IRS Form 1099. The Participating Class Member’s employee share of taxes and withholdings, including, but not limited to, state and federal tax withholding, disability premiums, and unemployment insurance, will be withheld from the twenty percent (20%) wages portion of their Individual Settlement Share. (“Individual Settlement Payment”). The Company will pay the Employer’s Payroll Taxes on the twenty percent (20%) of the Class Members’ Individual Settlement Shares allocated as wages to the Settlement Administrator who is responsible for forwarding all payroll taxes, contributions, and withholdings to the appropriate government authorities for both the employee’s share of taxes and withholdings and the Employer’s Payroll Taxes.

Release. Upon the Effective Date, Plaintiff and all Class Members who have not opted out of the Settlement (“Participating Class Members”) will be bound by the Settlement, which will bar them from bringing certain claims against the Company as described here. The Participating Class Members will fully, finally, and forever release, relinquish, and discharge any and all Released Claims against the Company. If Participating Class Members cash, deposit, or otherwise negotiate their Individual Settlement Payment, they shall be deemed to have opted-in to the Settlement under the Fair Labor Standards Act.

“Released Claims” means any and all claims under state, federal, or local law, arising out of the facts pleaded in the Complaint and all other claims, such as those under the California Labor Code, Wage Orders, regulations, and/or other provisions of law, that were or could have been asserted based on the facts pleaded in the Complaint, including but not limited to the following claims: (1) failure to pay all wages owed at the correct rate of pay, including but not limited to overtime wages, reporting time, off-the-clock work and related wages; (2) failure to provide meal breaks and pay meal period premiums; (3) failure to provide rest breaks and pay rest period premiums; (4) failure to pay minimum wages; (5) failure to timely pay wages upon termination or resignation; (6) failure to timely pay wages during employment; (7) failure to provide and retain accurate and compliant wage statements; (8) failure to provide and keep complete and accurate payroll records; (9) failure to reimburse necessary business expenses; (10) violation of California’s unfair competition law based on the afore-referenced claims; and (11) any and all resulting damages, restitution, disgorgement, civil penalties, statutory penalties, taxes, interest or attorneys’ fees or costs.

“Released Parties” means the Company and all of its former and current parents, subsidiaries, affiliates, and any other entities that could be considered to have jointly employed the Class Members, as well as each of their officers, directors, board members, managers, owners, executives, partners, executive-level employees, shareholders, agents, associates, attorneys, and any other predecessors, successors, assigns or legal representatives.

Conditions of Settlement. This Settlement is conditioned upon the Court entering an order at or following the Final Approval Hearing approving the Settlement as fair, reasonable, adequate and in the best interest of the Class Members, and the entry of Judgment.

4. How will I receive money from the Settlement?

If the Court grants final approval of the Settlement, and you have not opted out of the Settlement, you will be included as a Participating Class Member without taking any further action. Individual Settlement Payments will be mailed to Participating Class Members at the address that is on file with the Settlement Administrator. **If the address to which this Notice was mailed is not correct, or if you move after you receive this Notice, you must provide your correct mailing address to the Settlement Administrator as soon as possible to ensure you receive any payment to which you may be**

entitled under the Settlement.

5. How much money will I receive from the Settlement?

As explained above, your estimated Individual Settlement Share is based on the number of Workweeks credited to you.

Under the terms of the Settlement, your Individual Settlement Share is estimated to be \$ _____. The Individual Settlement Share is subject to reduction for the employee's share of taxes and withholdings with respect to the wages portion of the Individual Settlement Share, and will only be distributed if the Court approves the Settlement and after the Settlement Effective Date.

The settlement approval process may take multiple months. Your Individual Settlement Share reflected in this Notice is only an estimate. Your actual Individual Settlement Payment may be higher or lower. After the Final Approval Hearing, to check on the progress of the Settlement, contact the Settlement Administrator at the toll-free phone number or address listed above.

Individual Settlement Payment checks will be valid and negotiable for 180 days after they are initially issued and expire after the 180th day. Thereafter, the checks will be cancelled and funds from any cancelled checks will be transmitted to the Santa Clara chapter of the Special Olympics, subject to Court approval, in the name of the Participating Class Member(s) whose checks were cancelled, and who will remain bound by the Settlement.

6. What options do I have?

A. Participate In The Settlement

If you want to participate in the Settlement and receive money from the Settlement, you do not have to do anything. You will automatically be included in the Settlement and issued your Individual Settlement Payment unless you exclude yourself from the Settlement by following the exclusion procedure below. You will be bound by the terms of the Settlement and any judgment that may be entered by the Court based thereon, and you will release the claims described in paragraph 3 above. As a Class Member, you will not be separately responsible for the payment of attorney's fees or litigation costs and expenses, unless you retain your own counsel, in which event you will be responsible for your own attorney's fees and expenses.

B. Exclude Yourself from the Settlement

If you **do not** wish to participate in the Settlement, you must seek exclusion from the Settlement by submitting a written request ("Request for Exclusion") to the Settlement Administrator, which must: (a) contain the case name and number of the Action (*Jessie Calles v. Barracuda Networks, Inc.*, Case Number 21CV380268); (b) be signed by you; (c) contain your full name; (d) contain your address; (e) contain your telephone number; (f) contain your last four (4) digits of your Social Security Number; (g) contain a statement clearly indicating that you want to opt out of the Settlement; and (e) be submitted to the Settlement Administrator by mail, postmarked no later than **[Response Deadline]**, at the following mailing address:

[Settlement Administrator]
[Mailing Address]

The Request for Exclusion should state:

"I WISH TO BE EXCLUDED FROM THE SETTLEMENT IN THE CALLES LAWSUIT. I UNDERSTAND THAT IF I ASK TO BE EXCLUDED FROM THE SETTLEMENT, I WILL NOT RECEIVE ANY MONEY FROM THE SETTLEMENT OF THIS LAWSUIT."

C. Object to the Settlement

As long as you have not submitted a Request for Exclusion, you can object to the terms of the Settlement by submitting a written objection ("Objection") to the Settlement Administrator. You may also appear at the Final Approval Hearing at your expense, either in person, telephonically, or through an attorney, provided you notify the Court of your intention to do so.

All written objections, supporting papers and/or notices of intent to appear at the Final Approval Hearing must (a) clearly identify the case name and number (*Jessie Calles v. Barracuda Networks, Inc.*, Case Number 21CV380268); (b) contain your full name and signature; (c) contain your address; (d) contain your telephone number; (e) contain the last four (4) digits of your Social Security Number; (f) contain a written statement clearly stating the factual and legal basis for objecting to the Settlement; (g) contain copies of any papers, briefs, or other documents upon which the objection is based; (h) indicate whether you are represented by counsel and identify said counsel; (i) indicate whether you intend to appear at the Final Approval Hearing and seek to be heard at the Final Approval Hearing; (j) be submitted to the Court either by mailing the objection to: Clerk of the Court, Superior Court of California, County of Santa Clara, 191 N. 1st Street, San Jose, California 95113, or by filing in person at the same location; (g) also be mailed to the Settlement Administrator at [Mailing Address], who will provide copies to the attorneys in this Action; and (h) be filed or postmarked **on or before [Response Deadline]**. Regardless of whether the Court accepts or rejects your objection, you will remain a Participating Class Member, and if the Court approves the Settlement, you will be bound by the terms of the Settlement.

7. How does the Settlement become final?

The Court will hold a Final Approval Hearing in Department 7 of the Santa Clara County Superior Court, located at 191 N. 1st Street, San Jose, California 95113, on **[date]**, at **[time]**, to determine whether the Settlement should be finally approved as fair, reasonable, and adequate. The Court also will be asked to approve and award Attorneys' Fees and Costs to Class Counsel, Enhancement Award to Plaintiff, and Settlement Administration Costs to the Settlement Administrator.

The hearing may be continued without further notice to Class Members. It is not necessary for you to appear at the Final Approval Hearing, although you may appear if you wish to. Please check the Santa Clara County Superior Court's website for the latest information regarding the hearing schedule or appearance information.

8. Further Information

The above is a summary of the basic terms of the Settlement. For the precise terms and conditions of the Settlement, you are referred to the detailed Settlement Agreement, which is on file with the Clerk of the Court. The pleadings and other records in this litigation, including the Settlement Agreement, may be examined (a) online on the Superior Court of California, County of Santa Clara's Electronic Filing and Service Website at www.scefiling.org or www.scscourt.org; or (b) in person at Records, Superior Court of California, County of Santa Clara, 191 N. 1st Street, San Jose, California 95113, between the hours of 8:30 a.m. and 4:00 p.m., Monday through Friday, excluding Court holidays and closures, or you may contact Class Counsel or the Settlement Administrator. In addition, the Settlement Administrator maintains a website with copies of this notice and the Settlement Agreement, which can be accessed at [INSERT LINK].

PLEASE DO NOT TELEPHONE OR WRITE TO THE COURT OR DEFENDANT'S COUNSEL FOR INFORMATION REGARDING THIS SETTLEMENT OR THE CLAIMS PROCESS.

IF YOU HAVE ANY QUESTIONS, YOU MAY CALL THE SETTLEMENT ADMINISTRATOR AT THE TOLL-FREE NUMBER ON THE BOTTOM OF THE PAGE, OR YOU MAY ALSO CONTACT CLASS COUNSEL.