

SUPERIOR COURT OF THE STATE OF CALIFORNIA
COUNTY OF SAN DIEGO

LABORERS' LOCAL #231 PENSION FUND, Individually and on Behalf of All Others Similarly Situated,)	Case No. 37-2013-00050879-CU-BT-CTL
)	<u>CLASS ACTION</u>
Plaintiff,)	JUDGE: Honorable Joan M. Lewis
vs.)	DEPT: C-65
WEBSense, INC., et al.,)	DATE ACTION FILED: 05/30/13
)	
Defendants.)	
)	
)	

NOTICE OF PROPOSED SETTLEMENT OF CLASS ACTION

TO: ALL HOLDERS OF WEBSense, INC. ("WEBSense") COMMON STOCK WHO RECEIVED CONSIDERATION FOR THEIR SHARES IN THE ACQUISITION OF WEBSense BY VISTA EQUITY PARTNERS ("VEP") (TOGETHER WITH TOMAHAWK ACQUISITIONS, LLC AND TOMAHAWK MERGER SUB, INC., "VISTA") AT THE PRICE OF \$24.75 PER SHARE, FIRST ANNOUNCED ON MAY 20, 2013

THIS NOTICE WAS AUTHORIZED BY THE COURT. IT IS NOT A LAWYER SOLICITATION. PLEASE READ THIS NOTICE CAREFULLY AND IN ITS ENTIRETY.

I. WHY SHOULD I READ THIS NOTICE?

This Notice is given pursuant to an order issued by the Superior Court of California, County of San Diego (the "Court"). This Notice serves to inform you of the proposed settlement of the above class action lawsuit (the "Settlement") and the hearing (the "Settlement Fairness Hearing") to be held by the Court to consider the fairness, reasonableness, and adequacy of the Settlement, as set forth in the Amended Stipulation of Settlement dated July 14, 2016 (the "Amended Stipulation"),¹ entered into by and among the following: Plaintiff Laborers' Local #231 Pension Fund ("Plaintiff"), Defendants John McCormack, John B. Carrington, Charles Boesenberg, Bruce T. Coleman, John F. Schaefer, Mark S. St. Clare, Gary E. Sutton, and Peter C. Waller (collectively, "Defendants"), and Merrill Lynch, Pierce, Fenner & Smith, Inc. ("Merrill Lynch," and collectively with Defendants, the "Released Signatory Parties"). Upon and subject to the terms and conditions hereof, Plaintiff, on behalf of itself and the Class (as defined in the Amended Stipulation and herein), on the one hand, and each of the Released Signatory Parties on the other hand (collectively, the "Parties"), intend this Settlement to be a final and complete resolution of all disputes between Plaintiff and the Released Defendant Parties (as defined herein) with respect to the above-captioned action (the "Action") as well as the Pending Delaware Action as defined below. This Notice is not an expression of any opinion by the Court as to the merits of the claims or defenses asserted in any lawsuit.

II. WHAT IS THE STATUS OF THE CASE?

On May 20, 2013, Websense announced that it had entered into a definitive merger agreement (the "Merger Agreement") with Vista, under which Vista agreed to acquire Websense through a tender offer for \$24.75 per share in cash (the "Tender Offer"). On May 28, 2013, Vista commenced the Tender Offer.

On May 30, 2013, Plaintiff filed a putative class action complaint on behalf of Websense common stockholders in this Court alleging, among other things, that the members of Websense's Board of Directors

¹ The Amended Stipulation and all of its Exhibits can be viewed at www.websenseshareholderlitigation.com. All capitalized terms used herein have the same meanings as the terms defined in the Amended Stipulation.

(“Board” or “Defendants”) breached their fiduciary duties in connection with Vista’s acquisition of Websense (the “Acquisition”), and that Websense and Vista aided and abetted those breaches.²

On June 25, 2013, the Tender Offer closed and Vista completed the Acquisition.

On or around August 22, 2014, the Court overruled demurrers filed by Defendants and sustained the demurrers filed by Websense and Vista. By order entered December 2, 2014, the Court dismissed Websense and Vista with prejudice from the Action.

On or around May 1, 2015, the Court granted Plaintiff’s Motion for Class Certification and entered an order defining the Class as: “All holders of Websense, Inc. (‘Websense’) common stock who received consideration for their shares in the acquisition of Websense by Vista Equity Partners (‘VEP’) (together with Tomahawk Acquisitions, LLC and Tomahawk Merger Sub, Inc., ‘Vista’) at the price of \$24.75 per share, first announced on May 20, 2013. Excluded from the Class are defendants and any person, firm, trust, corporation or other entity related to or affiliated with any defendant (the ‘Class’).”

From the spring of 2014 through April 2016, Plaintiff and Defendants conducted extensive adversarial discovery, whereby Plaintiff and Defendants, former parties, and subpoenaed non-parties combined to produce approximately 144,623 pages of documents. Plaintiff and Defendants additionally propounded, and responded to, interrogatories, request for admission, and document requests.

During this same period, Plaintiff also took the depositions of 10 fact witnesses, located across the country. The fact witnesses deposed included all but two members of the Websense Board, a representative of Merrill Lynch, several former Websense executives and employees, and several non-parties.

On December 11, 2015, Plaintiff filed a motion for leave to file a fourth amended complaint (the “Fourth Amended Complaint,” filed as Exhibit A to the Zachariah Declaration in Support of Defendants’ Motion to Seal, Docket No. 211) in order to add Merrill Lynch as a defendant.

Between March 25, 2016 and April 22, 2016, Plaintiff and Defendants identified their experts and exchanged expert reports.

On or around April 27, 2016, while Plaintiff and Defendants were engaged in summary judgment briefing (with the hearing on the Motion for Summary Judgment scheduled to take place on June 24, 2016 and trial to begin July 29, 2016), Plaintiff and Defendants entered into a settlement term sheet to resolve the claims against Defendants in this Action (the “Initial Settlement”) with substantial assistance of mediator Robert A. Meyer, Esq.

On May 11, 2016, Plaintiff and Defendants entered into a Stipulation of Settlement regarding the Initial Settlement.

On May 17, 2016, Plaintiff filed a complaint under seal in the Pending Delaware Action against Merrill Lynch, alleging aiding and abetting Defendants’ purported breaches of fiduciary duties in connection with the Acquisition.

On June 3, 2016, the Court entered an order preliminarily approving the Initial Settlement.

On June 6, 2016, Merrill Lynch filed a motion to intervene and a motion to enforce the protective order in this Action.

² In addition, the following two actions alleging similar claims on behalf of the same putative class of Websense common stockholders were filed in this Court but subsequently voluntarily dismissed: *Coyne v. Websense, Inc., et al.*, Case No. 37-2013-00050566-CU-SL-CTL, filed May 23, 2013 and voluntarily dismissed on July 17, 2013; and *Krieger v. Websense, Inc., et al.*, Case No. 37-2013-00050132-CU-SL-STL, filed May 23, 2013 and voluntarily dismissed on July 17, 2013 (collectively, the “Related Actions”). The following two actions were also filed in the Delaware Chancery Court: *Willner v. Websense, Inc., et al.*, Case No. 8614, filed on May 31, 2013, and voluntarily dismissed on February 24, 2014 (the “Willner Action”); and *Laborers’ Local #231 Pension Fund, individually and on behalf of a class of all Websense stockholders v. Merrill Lynch, Pierce, Fenner & Smith Inc.*, Case No. 12350, filed on May 17, 2016 and which on June 27, 2016, the parties advised the Delaware Chancery Court that they had agreed to defer all further proceedings (the “Pending Delaware Action” and together with the *Willner* Action, the “Delaware Litigation”).

On June 8, 2016, Merrill Lynch filed an opening brief in support of its motion to dismiss, stay, or strike the complaint in the Pending Delaware Action.

On June 20, 2016, after an exchange of letters between counsel, Merrill Lynch filed an amended opening brief in support of its motion to dismiss, stay, or strike the complaint in the Pending Delaware Action.

Settlement negotiations continued between Plaintiff and Merrill Lynch, and an agreement in principle was reached on June 22, 2016 to settle Plaintiff's and the Class' claims against Merrill Lynch as part of an amended stipulation of settlement in this Action.

On June 23, 2016, the Parties appeared before this Court to advise it of the agreement in principle between Plaintiff and Merrill Lynch and to ask the Court to vacate the current deadlines in connection with the Initial Settlement so that the Parties could negotiate an amended stipulation of settlement to include Merrill Lynch. This Court vacated its prior preliminary settlement approval order in connection with the Initial Settlement, and scheduled a preliminary approval hearing on the anticipated unified settlement for August 5, 2016 (which hearing would follow briefing).

On June 27, 2016, Plaintiff advised the court presiding over the Pending Delaware Action of the agreement in principle between Plaintiff and Merrill Lynch to resolve Plaintiff's and the Class' claim against Merrill Lynch as part of a proposed, unified settlement to be presented to the Court for approval, and that, pending approval, the parties in the Pending Delaware Action have agreed to defer all further proceedings in the Pending Delaware Action.

On July 14, 2016, the Parties entered into the Amended Stipulation, which sets forth the complete terms of the Settlement.

THE COURT HAS NOT RULED AS TO WHETHER THE RELEASED SIGNATORY PARTIES ARE LIABLE TO PLAINTIFF OR TO THE CLASS. THIS NOTICE IS NOT INTENDED TO BE AN EXPRESSION OF ANY OPINION BY THE COURT WITH RESPECT TO THE TRUTH OF THE ALLEGATIONS IN ANY LAWSUIT OR THE MERITS OF THE CLAIMS OR DEFENSES ASSERTED. THIS NOTICE IS SOLELY TO ADVISE YOU OF THE PROPOSED SETTLEMENT THEREOF AND YOUR RIGHTS IN CONNECTION WITH THAT SETTLEMENT.

III. WHAT IS THE MONETARY VALUE OF THE PROPOSED SETTLEMENT?

The Settlement, if approved, will result in the creation of a cash settlement fund of \$40,000,000 (the "Settlement Amount"). The Settlement Amount, plus accrued interest (the "Settlement Fund") and minus the costs of this Notice and all costs associated with the administration of the Settlement, as well as attorneys' fees and expenses, as approved by the Court (the "Net Settlement Amount"), will be distributed to Class Members (as defined herein) who submit valid and timely Proof of Claim and Release ("Proof of Claim") forms (the "Settlement Payment Recipients") pursuant to the Plan of Allocation that is described in the next section of this Notice.

IV. WHAT IS THE PROPOSED PLAN OF ALLOCATION?

Your share of the Net Settlement Amount will depend on how many shares of Websense common stock you held at the time of the closing of the Acquisition and the number of valid Proofs of Claim that Class Members send in.

Distributions will be made to the Settlement Payment Recipients after all claims have been processed and after the Court has finally approved the Settlement. The Net Settlement Amount will be disbursed by the Claims Administrator to the Settlement Payment Recipients and will be allocated on a per-share basis amongst the Settlement Payment Recipients. Any distribution will require a \$10.00 minimum.

If there is any balance remaining in the Net Settlement Amount after six months from the date of distribution of the Net Settlement Amount (whether by reason of tax refunds, uncashed checks, or otherwise), such funds shall be used: (a) first, to pay any amounts mistakenly omitted from the initial disbursement; (b) second, to pay any additional settlement administration fees, costs, and expenses,

including those of Lead Counsel as may be approved by the Court; and (c) finally, to make a second distribution to claimants who cashed their checks from the initial distribution and who would receive at least \$10.00, after payment of the estimated costs, expenses, or fees to be incurred in administering the Net Settlement Amount and in making this second distribution, if such second distribution is economically feasible. These redistributions shall be repeated, if economically feasible, until the balance remaining in the Net Settlement Amount is *de minimis* and such remaining balance shall then be distributed to the Children's Rights Litigation Committee of the ABA Litigation Section.

Class Members who do not submit acceptable Proofs of Claim will not share in the Settlement proceeds. The Settlement and the final Judgment releasing the Released Defendant Parties and dismissing this Action will nevertheless bind all Class Members.

Please contact the Claims Administrator if you disagree with any determinations made by the Claims Administrator regarding your Proof of Claim. If you are unsatisfied with the determinations, you may ask the Court, which retains jurisdiction over all Class Members and the claims administration process, to decide the issue by submitting a written request.

The Released Signatory Parties and their counsel will have no responsibility or liability whatsoever for the investment of the Settlement Fund, the distribution of the Net Settlement Amount, the Plan of Allocation, or the payment of any claim. Plaintiff and Lead Counsel, likewise, will have no liability for their reasonable efforts to execute, administer, and distribute the Settlement.

V. DO I NEED TO CONTACT LEAD COUNSEL IN ORDER TO PARTICIPATE IN DISTRIBUTION OF THE SETTLEMENT FUND?

No. If you have received this Notice and timely submit your Proof of Claim to the designated address, you need not contact Lead Counsel. If you did not receive this Notice but believe you should have, or if your address changes, please contact the Claims Administrator at:

Websense Shareholder Litigation
Claims Administrator
c/o Gilardi & Co. LLC
P.O. Box 40007
College Station, TX 77842-4007
Phone: 1-844-833-3853
www.websenseshareholderlitigation.com

VI. THERE WILL BE NO PAYMENTS IF THE AMENDED STIPULATION IS TERMINATED

The Amended Stipulation may be terminated under several circumstances outlined in it. If the Amended Stipulation is terminated, the Action and the Pending Delaware Action will proceed as if the Amended Stipulation had not been entered into.

VII. WHAT ARE THE REASONS FOR SETTLEMENT?

The Court has not reached any final decisions in connection with Plaintiff's claims. Instead, the Parties have agreed to this Settlement, and in doing so, the Parties have avoided the cost, delay, and uncertainty of further litigation.

As in any litigation, Plaintiff and the Class would face an uncertain outcome if they did not agree to the Settlement. The Parties expected that if Plaintiff succeeded, the Released Signatory Parties would file appeals that would postpone final resolution of the case. Continuation of the case could result in a judgment greater than this Settlement. Conversely, continuing the case could result in no recovery at all or a recovery that is less than the amount of the Settlement.

Plaintiff and Lead Counsel believe that this Settlement is fair and reasonable to the members of the Class. They have reached this conclusion for several reasons. Specifically, if the Settlement is approved, the Class will receive a significant monetary recovery. Additionally, Lead Counsel believe that the significant and immediate benefits of the Settlement, when weighed against the significant risk, delay, and uncertainty of continued litigation, are an excellent result for the Class.

The Released Signatory Parties deny that they are liable to the Plaintiff and the Class and deny that the Plaintiff or the Class have suffered any recoverable damages in the Action or the Pending Delaware Action.

VIII. WHO REPRESENTS THE CLASS?

The Court appointed the law firm of Robbins Geller Rudman & Dowd LLP to represent you and other Class Members. These lawyers are called Lead Counsel. These lawyers will apply to the Court for payment of attorneys' fees and expenses from the Settlement Fund; you will not be otherwise charged for their work. If you want to be represented by your own lawyer, you may hire one at your own expense.

IX. HOW WILL THE PLAINTIFF'S LAWYERS BE PAID?

Lead Counsel will file a motion for an award of attorneys' fees and expenses that will be considered by the Court at the Settlement Fairness Hearing. Lead Counsel will apply for an award of up to 27% of the Settlement Fund, or up to \$10,800,000, plus payment of expenses incurred in connection with the Action and the Pending Delaware Action in an amount not to exceed \$375,000.00, to be paid from the Settlement Fund. Class Members are not personally liable for any such fees or expenses.

The attorneys' fees and expenses requested will be the only payment to Lead Counsel for their efforts in achieving this Settlement and for their risk in undertaking this representation on a wholly contingent basis. Lead Counsel have committed significant time and expenses in litigating this case for the benefit of the Class. To date, Lead Counsel have not been paid for their services in conducting this Action or the Pending Delaware Action on behalf of the Plaintiff and the Class, or for their expenses. The fees requested will compensate Lead Counsel for their work in achieving the Settlement. The Court will decide what constitutes a reasonable fee award and may award less than the amount requested by Lead Counsel.

X. CAN I OBJECT TO THE SETTLEMENT, THE REQUESTED ATTORNEYS' FEES AND EXPENSES, AND/OR THE PLAN OF ALLOCATION?

Yes. If you are a Class Member, you may object to the terms of the Settlement. Whether or not you object to the terms of the Settlement, you may also object to the requested attorneys' fees, costs and expenses, and/or the Plan of Allocation. Any person wanting to object may do so in writing and/or by appearing at the Settlement Fairness Hearing. A Class Member who appears at the Settlement Fairness Hearing need not file a written objection for the Court to consider his, her, or its objection. To the extent you want to object in writing, you must file such objections and any supporting papers, accompanied by proof of Class membership, with the Court, and send to Lead Counsel and counsel for the Released Signatory Parties **by October 21, 2016**. The Court's address is Superior Court of California, County of San Diego, 330 West Broadway, San Diego, CA 92101. Lead Counsel's address is Robbins Geller Rudman & Dowd LLP, 655 West Broadway, Suite 1900, San Diego, CA 92101, c/o David Knotts. Defendants' counsel's address is Cooley LLP, 4401 Eastgate Mall, San Diego, CA 92121, c/o Peter Adams. Merrill Lynch's counsel's address is O'Melveny & Myers LLP, 400 South Hope Street, Los Angeles, CA 90071, c/o Matthew W. Close. If you hire an attorney to represent you for the purposes of making a written objection, the attorney must both effect service of a notice of appearance on counsel listed above and file it with the Court **by no later than October 21, 2016**.

XI. HOW CAN I GET A PAYMENT?

In order to qualify for a payment, you must timely submit a Proof of Claim. A Proof of Claim is enclosed with this Notice or it may be downloaded at www.websenseshareholderlitigation.com. Read the instructions carefully, fill out the Proof of Claim, include all the documents the form asks for, sign it, and mail or submit it online so that it is **postmarked (if mailed) or received (if filed electronically) no later than November 10, 2016**. The claim form may be submitted online at www.websenseshareholderlitigation.com. If you do not submit a valid Proof of Claim with all of the required information, you will not receive a payment from the Net Settlement Amount; however, you will still be bound in all other respects by the Settlement, the Judgment, and the releases contained in them.

XII. WHAT CLAIMS WILL BE RELEASED BY THE SETTLEMENT?

If the Settlement is approved, you cannot sue, continue to sue, or be part of any other lawsuit against the Released Defendant Parties (as defined below) about the same issues in this case or about issues that could have been asserted in this case. It also means that all of the Court's orders will apply to you and legally bind you and you will release your Released Plaintiff's Claims in this case against the Released Defendant Parties.

"Class" means all holders of Websense common stock who received consideration for their shares in the acquisition of Websense by Vista at the price of \$24.75 per share, first announced on May 20, 2013. Excluded from the Class are the Defendants and any Person, firm, trust, corporation or other entity related to or affiliated with any Defendant. Also excluded from the Class are those Persons or entities who timely and properly requested exclusion from the Class in response to the Notice of Pendency of Class Action sent to Class Members on or about January 26, 2016.

"Class Member" means a person who falls within the definition of the Class as set forth in the immediately preceding paragraph.

"Released Defendant Parties" means Defendants, Websense, Vista, Merrill Lynch, and/or any of their families, parent entities, controlling or managing persons or entities, associates, investors, affiliates or subsidiaries and each and all of their past, present, or future officers, directors, stockholders, employees, attorneys, insurers, excess insurers and reinsurers, consultants, accountants, commercial bankers, engineers, advisors or agents, heirs, executors, trustees, general or limited partners or partnerships, personal representatives, estates, administrators, and each of their respective heirs, predecessors, successors, and assigns, and investment funds related to Websense stock that any of the Released Defendant Parties managed or advised and such funds' respective affiliates, agents, employees, directors, predecessors, and successors.

"Released Defendant Parties' Claims" means all claims (including Unknown Claims as defined herein), demands, losses, rights, and causes of action of any nature whatsoever that have been or could have been asserted in the Action, the Related Actions, or the Delaware Litigation, or in any court, tribunal, forum or proceeding, by any Released Defendant Party against any of the Released Plaintiff Parties, which arise out of or relate in any way to the institution, prosecution or settlement of the Action, the Related Actions, or the Delaware Litigation; provided, however, that the Released Defendant Parties' Claims shall not include claims to enforce the Amended Stipulation.

"Released Plaintiff Parties" means Plaintiff, all Class Members, Lead Counsel, and/or Plaintiffs' Counsel.

"Released Plaintiff's Claims" means any and all manner of claims, demands, losses, rights, causes of action (including Unknown Claims), liabilities, damages, obligations, judgments, suits, disputes, fees, expenses, costs, matters and issues of any kind or nature whatsoever, whether known or unknown, contingent or absolute, suspected or unsuspected, disclosed or undisclosed, matured or unmatured, that have been or could have been asserted in the Action, the Related Actions, or the Delaware Litigation, or in any court, tribunal, forum or proceeding (including, but not limited to, any claims arising under federal, state or foreign law, common law, statute, rule, or regulation relating to alleged fraud, breach of any duty, negligence, violations of the federal securities laws, or otherwise, and including all claims within the exclusive jurisdiction of the federal courts), by Plaintiff and any Class Member in his, her, or its capacity as a stockholder of Websense, against any of the Released Defendant Parties and that arise out of, relate to, concern, or are based upon the allegations, conduct, facts, events, transactions, acts, occurrences, statements, representations, misrepresentations, omissions, or any other matter, thing or cause whatsoever, or any series thereof embraced, involved, or set forth or otherwise related, directly or indirectly, to: (i) the Merger Agreement (including, but not limited to, any deliberations or negotiations in connection with the Merger Agreement); (ii) the Acquisition (including, but not limited to, the consideration received by Class Members in connection with the Acquisition); (iii) any fiduciary or contractual obligations of any of the Released Signatory Parties or Released Defendant Parties in connection with the Acquisition; (iv) the negotiations in connection with the Acquisition, including any deal-protection devices; (v) the disclosures or

disclosure obligations of any of the Defendants or Released Defendant Parties in connection with the Acquisition; (vi) any alleged improper personal benefit or conflict of interest in connection with the Acquisition; and (vii) Merrill Lynch's advice or actions in connection with the Acquisition; provided, however, that the Released Plaintiff's Claims shall not include a claim to enforce the Amended Stipulation.

"Unknown Claims" means:

(a) any and all Released Plaintiff's Claims which Plaintiff or any other Class Member does not know or suspect to exist in his, her, or its favor at the time of the release of the Released Plaintiff's Claims against the Released Defendant Parties, including (without limitation) claims which if known by him, her, or it, might have affected his, her, or its decision(s) with respect to the Settlement; and

(b) any and all Released Defendant Parties' Claims which any Released Signatory Party or any other Released Defendant Party does not know or suspect to exist in his, her, or its favor at the time of the release of the Released Defendant Parties' Claims against the Released Plaintiff Parties, including (without limitation) claims which if known by him, her, or it might have affected his, her, or its decision(s) with respect to the Settlement.

XIII. WHAT WILL HAPPEN TO THE PENDING DELAWARE ACTION IN LIGHT OF THE SETTLEMENT?

The Amended Stipulation provides that if the Judgment is entered, Plaintiff shall file a voluntary dismissal of the Pending Delaware Action within one court day of entry of the Judgment. The Released Plaintiff's Claims, as discussed above, include the claim asserted by Plaintiff against Merrill Lynch in the Pending Delaware Action.

XIV. THE SETTLEMENT FAIRNESS HEARING

The Court will hold a Settlement Fairness Hearing on **November 4, 2016, at 8:30 a.m.**, before the Honorable Joan M. Lewis at the Superior Court of California, County of San Diego, Department C-65, 330 West Broadway, San Diego, CA 92101, for the purpose of determining whether: (1) the Settlement of the Action for \$40,000,000 in cash should be approved by the Court as fair, reasonable, and adequate; (2) to approve an award of Lead Counsel's attorneys' fees and expenses out of the Settlement Fund; and (3) the Plan of Allocation should be approved by the Court. The Court may adjourn or continue the Settlement Fairness Hearing without further notice to members of the Class.

Any Class Member may appear at the Settlement Fairness Hearing whether or not the Class Member submits a prior written objection. To the extent you want to object in writing, you must file such objections and any supporting papers, accompanied by proof of Class membership, with the Court **no later than October 21, 2016**, and showing proof of service on the following counsel:

David Knotts
ROBBINS GELLER RUDMAN
& DOWD LLP
655 West Broadway, Suite 1900
San Diego, CA 92101

Peter Adams
COOLEY LLP
4401 Eastgate Mall
San Diego, CA 92121

Matthew W. Close
O'MELVENY & MYERS LLP
400 South Hope Street
Los Angeles, CA 90071

Unless otherwise directed by the Court, any Class Member who does not make his, her, or its objection in the manner provided shall be deemed to have waived all objections to this Settlement and shall be foreclosed from raising (in this proceeding or on any appeal) any objection to the Settlement, and any untimely objection shall be barred.

XV. HOW DO I OBTAIN ADDITIONAL INFORMATION?

This Notice contains only a summary of the terms of the proposed Settlement. The records in this Action may be examined and copied at any time during regular office hours, and subject to customary copying fees, at the Clerk of the Superior Court of California, County of San Diego. In addition, all of the Settlement documents, including the Amended Stipulation, this Notice, the Proof of Claim, and proposed Judgment may be obtained by contacting the Claims Administrator at:

Websense Shareholder Litigation
Claims Administrator
c/o Gilardi & Co. LLC
P.O. Box 40007
College Station, TX 77842-4007
Phone: 1-844-833-3853
www.websenseshareholderlitigation.com

In addition, you may contact Rick Nelson, Shareholder Relations, Robbins Geller Rudman & Dowd LLP, 655 West Broadway, Suite 1900, San Diego, California 92101, 1-800-449-4900, if you have any questions about the Action or the Settlement.

**DO NOT WRITE TO OR TELEPHONE THE COURT FOR INFORMATION
SPECIAL NOTICE TO BANKS, BROKERS, AND OTHER NOMINEES**

If you held any Websense common stock at the closing of the Acquisition, as a nominee for a beneficial owner, then, within ten (10) days after you receive this Notice, you must either: (1) send a copy of this Notice by First-Class Mail to all such Persons; or (2) provide a list of the names and addresses of such Persons to the Claims Administrator:

Websense Shareholder Litigation
Claims Administrator
c/o Gilardi & Co. LLC
P.O. Box 40007
College Station, TX 77842-4007

If you choose to mail the Notice and Proof of Claim yourself, you may obtain from the Claims Administrator (without cost to you) as many additional copies of these documents as you will need to complete the mailing.

Regardless of whether you choose to complete the mailing yourself or elect to have the mailing performed for you, you may obtain reimbursement for or advancement of reasonable administrative costs actually incurred or expected to be incurred in connection with forwarding the Notice and which would not have been incurred but for the obligation to forward the Notice, upon submission of appropriate documentation to the Claims Administrator.

DATED: August 5, 2016

BY ORDER OF THE SUPERIOR COURT OF
CALIFORNIA, COUNTY OF SAN DIEGO
HONORABLE JOAN M. LEWIS