

**ENDORSED FILED
SAN MATEO COUNTY**

JUL 13 2016

Clerk of the Superior Court
By MARIE A. PEREZ
DEPUTY CLERK

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9 Class Counsel for Plaintiffs

10
11 SUPERIOR COURT OF THE STATE OF CALIFORNIA
12 COUNTY OF SAN MATEO

13 In re CASTLIGHT HEALTH, INC.)
SHAREHOLDER LITIGATION)

Lead Case No. CIV533203

) CLASS ACTION

14 _____)
15 This Document Relates To:)

) ORDER PRELIMINARILY APPROVING
) SETTLEMENT AND PROVIDING FOR
16 ALL ACTIONS.) NOTICE

)
17 Assigned for All Purposes to the
18 Honorable Marie S. Weiner
Dept. 2
Date Action Filed: 04/02/15
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1 WHEREAS, the parties to the above-entitled action (the "Litigation") entered into a Stipulation
2 of Settlement dated June 2, 2016 (the "Stipulation"), which is subject to review by this Court and
3 which, together with the Exhibits thereto, sets forth the terms and conditions for the settlement of the
4 claims alleged in the Litigation; and the Court having read and considered the Stipulation and the
5 accompanying documents; and the parties to the Stipulation having consented to the entry of this Order;
6 and all capitalized terms used herein having the meanings defined in the Stipulation;

7 WHEREAS, upon stipulation of the Settling Parties, by Order dated March 9, 2016, the Court
8 certified a class of all persons who purchased Castlight Class B common stock pursuant or traceable to
9 the Registration Statement issued in connection with Castlight's March 14, 2014 initial public offering
10 of common stock on or before September 10, 2014; certified plaintiffs Firerock Global Opportunity
11 Fund LP, Oklahoma Firefighters Pension and Retirement System, Robert Spencer Wright, and Robert
12 Kromphold as the representatives of the Class; and designated Robbins Geller Rudman & Dowd LLP
13 and Labaton Sucharow LLP to act as Class Counsel;

14 NOW, THEREFORE, IT IS HEREBY ORDERED, this 13th day of July 2016, that:

15 1. The Court preliminarily finds that:

16 (a) the settlement resulted from informed, extensive arm's-length negotiations,
17 including mediation under the direction of an experienced mediator, the Hon. Layn R. Phillips (Ret.);
18 and

19 (b) the settlement is sufficiently fair, reasonable, and adequate to warrant providing
20 notice of the settlement to the Class.

21 2. A hearing (the "Settlement Fairness Hearing") will be held on Friday October 28, 2016, at
22 9:00am., for the following purposes:

23 (a) to determine whether the proposed settlement is fair, reasonable, and adequate,
24 and should be approved by the Court;

25 (b) to determine whether the Judgment as provided under the Stipulation should be
26 entered;

27 (c) to determine whether the proposed Plan of Allocation should be approved by the
28 Court as fair, reasonable, and adequate;

1 (d) to consider Class Counsel's application for an award of attorneys' fees and
2 expenses;

3 (e) to consider Plaintiffs' request for the payment of the time and expenses they
4 incurred in prosecuting this Litigation on behalf of the Class; and

5 (f) to rule upon such other matters as the Court may deem appropriate.

6 3. The Court reserves the right to approve the settlement with or without modification and
7 with or without further notice to the Class and may adjourn the Settlement Fairness Hearing without
8 further notice to the Class. The Court reserves the right to enter the Judgment approving the settlement
9 regardless of whether it has approved the Plan of Allocation, Class Counsel's request for an award of
10 attorneys' fees and expenses and the payment of time and expenses of Plaintiffs in their representation
11 of the Class.

12 4. The Court approves the form, substance, and requirements of the Notice of Proposed
13 Settlement of Class Action (the "Notice"), the Proof of Claim and Release (the "Proof of Claim"), and
14 the Summary Notice of Proposed Settlement of Class Action (the "Summary Notice"), annexed hereto
15 as Exhibits A-1, A-2, and A-3, respectively.

16 5. The Court approves the appointment of Gilardi & Co. LLC as the Claims Administrator.

17 (a) The Claims Administrator shall cause the Notice and the Proof of Claim,
18 substantially in the forms annexed hereto, to be mailed, by First-Class Mail, postage prepaid, within
19 twenty-one (21) calendar days of this Order, to all Class Members who can be identified with
20 reasonable effort. Castlight, at its expense, shall promptly make, or cause to be made, the last known
21 addresses of Class Members, or other identifying information, as set forth in the books and records
22 regularly maintained by the Company or its transfer agent, available to the Claims Administrator for the
23 purpose of identifying and giving notice to the Class.

24 (b) The Claims Administrator shall cause the Summary Notice to be published once
25 in the national edition of the *Wall Street Journal* and once over a national news wire service, within ten
26 (10) calendar days after the mailing of the Notice.

1 6. Class Counsel shall, at least fourteen (14) calendar days before the Settlement Fairness
2 Hearing, file with the Court and serve on the Settling Parties proof of mailing of the Notice and Proof of
3 Claim and proof of publication of the Summary Notice.

4 7. The form and content of the Notice and the Summary Notice, and the method set forth
5 herein of notifying the Class of the settlement and its terms and conditions, meet the requirements of
6 California law and due process, constitute the best notice practicable under the circumstances, and shall
7 constitute due and sufficient notice to all persons and entities entitled thereto.

8 8. In order to be entitled to participate in the Net Settlement Fund, in the event the
9 settlement is consummated in accordance with its terms set forth in the Stipulation, each Class Member
10 shall take the following actions and be subject to the following conditions:

11 (a) Within ninety (90) days after such time as set by the Court to mail notice to the
12 Class, each Person claiming to be an Authorized Claimant shall be required to submit to the Claims
13 Administrator a completed Proof of Claim, substantially in the form and content of Exhibit A-2 attached
14 hereto and as approved by the Court, signed under penalty of perjury.

15 (b) Except as otherwise ordered by the Court, all Class Members who fail to timely
16 submit a valid Proof of Claim within such period, or such other period as may be ordered by the Court,
17 shall be forever barred from receiving any payments pursuant to the Stipulation and the settlement set
18 forth therein, but will in all other respects be subject to and bound by the provisions of the Stipulation,
19 the releases contained therein, and the Judgment. Notwithstanding the foregoing, Class Counsel may,
20 in their discretion, accept for processing late submitted claims so long as the distribution of the Net
21 Settlement Fund to Authorized Claimants is not materially delayed.

22 (c) As part of the Proof of Claim, each Class Member shall submit to the jurisdiction
23 of the Court with respect to the claim submitted, and shall (subject to effectuation of the settlement)
24 release all Released Claims as provided in the Stipulation.

25 9. Class Members shall be bound by all determinations and judgments in this Litigation,
26 whether favorable or unfavorable, unless they request exclusion from the Class in a timely and proper
27 manner, as hereinafter provided. A Class Member wishing to make such request shall, no later than
28 twenty-one (21) calendar days prior to the date scheduled herein for the Settlement Fairness Hearing,

1 mail a request for exclusion in written form by First-Class Mail postmarked to the address designated in
2 the Notice. Such request for exclusion shall indicate the name, address, and telephone number of the
3 person seeking exclusion, that the person requests to be excluded from the settlement, and must be
4 signed by such person. Such persons requesting exclusion are also requested to state the number of
5 shares of Castlight common stock they purchased that are subject to the Litigation. The request for
6 exclusion shall not be effective unless it is made in writing within the time stated above, and the
7 exclusion is accepted by the Court. Class Members requesting exclusion from the Class shall not be
8 entitled to receive any payment out of the Net Settlement Fund as described in the Stipulation and
9 Notice.

10 10. The Court will consider objections to the settlement, the Plan of Allocation, the payment
11 of Plaintiffs' time and expenses, and/or the award of attorneys' fees and expenses. Any person wanting
12 to object may do so in writing and/or by appearing at the Settlement Fairness Hearing. To the extent
13 any person wants to object in writing, such objections and any supporting papers, accompanied by proof
14 of Class membership, shall be filed with the Clerk of the Court, Superior Court of the State of
15 California, County of San Mateo, 400 County Center, Redwood City, CA 94063, and copies of all such
16 papers served no later than October 1, 2016, which is twenty-one (21) calendar days prior to the
17 date scheduled herein for the Settlement Fairness Hearing, upon the following: Jeffrey D. Light,
18 Robbins Geller Rudman & Dowd LLP, 655 West Broadway, Suite 1900, San Diego, CA 92101; and
19 Jonathan Gardner, Labaton Sucharow LLP, 140 Broadway, New York, NY 10005, on behalf of
20 Plaintiffs and the Class. Persons who intend to object in writing to the settlement, the Plan of
21 Allocation, or the request for an award of attorneys' fees and expenses and/or the request for the
22 payment of Plaintiffs' time and expenses in representing the Class and desire to present evidence at the
23 Settlement Fairness Hearing must include in their written objections copies of any exhibits they intend
24 to introduce into evidence at the Settlement Fairness Hearing. If an objector hires an attorney to
25 represent him, her, or it for the purposes of making an objection, the attorney must both effect service of
26 a notice of appearance on counsel listed above and file it with the Court by no later than October
27 1, 2016. A Class Member who files a written objection does not have to appear at the Settlement
28 Fairness Hearing for the Court to consider his, her, or its objection. Any Member of the Class who does

1 not make his, her, or its objection in the manner provided shall be deemed to have waived such
2 objection and shall be foreclosed from making any objection to the fairness or adequacy of the
3 settlement set forth in the Stipulation, to the Plan of Allocation, and to the award of attorneys' fees and
4 expenses to Plaintiffs' Counsel and Plaintiffs' for their time and expenses.

5 11. All papers in support of the settlement, the Plan of Allocation, and any application by
6 Plaintiffs' Counsel for attorneys' fees and expenses and payment of Plaintiffs' time and expenses shall
7 be filed fourteen (14) calendar days prior to the deadline in paragraph 10 for objections to be filed. All
8 reply papers shall be filed and served at least seven (7) calendar days prior to the Settlement Fairness
9 Hearing.

10 12. All funds held by the Escrow Agent shall be deemed and considered to be *in custodia*
11 *legis* of the Court, and shall remain subject to the jurisdiction of the Court, until such time as such funds
12 shall be distributed pursuant to the Stipulation and/or further order(s) of the Court.

13 13. Defendants' counsel and Plaintiffs' Counsel shall promptly furnish each other with
14 copies of any and all objections that come into their possession.

15 14. Pending final determination of whether the settlement should be approved, the Plaintiffs,
16 all Class Members, and each of them, and anyone who acts or purports to act on their behalf, shall not
17 institute, commence, maintain or prosecute, and are hereby barred and enjoined from instituting,
18 commencing, maintaining or prosecuting, any action in any court or tribunal that asserts any of the
19 Released Claims against any of the Released Parties.

20 15. All reasonable expenses incurred in identifying and notifying Class Members, as well as
21 administering the Settlement Fund, shall be paid as set forth in the Stipulation. In the event the
22 settlement is not approved by the Court, or otherwise fails to become effective, neither Plaintiffs nor
23 any of their counsel shall have any obligation to repay any amounts actually and properly disbursed, or
24 due and owing from the Settlement Fund as provided for in the Stipulation.

25 16. If any specified condition to the settlement set forth in the Stipulation is not satisfied and
26 Plaintiffs or Defendants elect to terminate the settlement then, in any such event, the Stipulation,
27 including any amendment(s) thereof, shall be of no further force or effect (except to the extent
28 otherwise expressly provided in the Stipulation) without prejudice to any party, and may not be

1 introduced as evidence or referred to in any action or proceedings by any person or entity for any
2 purpose, and each party shall be restored to his, her, or its respective position as it existed on March 28,
3 2016.

4 17. The Court may adjourn or continue the Settlement Fairness Hearing without further
5 written notice.

6 18. The Court retains exclusive jurisdiction over the Litigation to consider all further matters
7 arising out of or connected with the settlement. The Court may approve the settlement, with such
8 modifications as may be agreed to by the Settling Parties, if appropriate, without further notice to the
9 Class.

10 IT IS SO ORDERED.

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12 DATED: JUL 13 2016

MARIE S. WEINER

HONORABLE MARIE S. WEINER
JUDGE OF THE SUPERIOR COURT

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EXHIBIT A-1

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9 Class Counsel for Plaintiffs

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SUPERIOR COURT OF THE STATE OF CALIFORNIA

12

COUNTY OF SAN MATEO

13

In re CASTLIGHT HEALTH, INC.
SHAREHOLDER LITIGATION

) Lead Case No. CIV533203

14

) CLASS ACTION

15

This Document Relates To:

) NOTICE OF PROPOSED SETTLEMENT OF
) CLASS ACTION

16

ALL ACTIONS.

) EXHIBIT A-1

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Assigned for All Purposes to the
Honorable Marie S. Weiner
Dept. 2
Date Action Filed: 04/02/15

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1 **TO: ALL PERSONS OR ENTITIES (“PERSONS”) THAT PURCHASED CASTLIGHT**
2 **HEALTH, INC. (“CASTLIGHT” OR THE “COMPANY”) CLASS B COMMON STOCK**
3 **PURSUANT OR TRACEABLE TO THE COMPANY’S REGISTRATION STATEMENT**
4 **ISSUED IN CONNECTION WITH THE COMPANY’S MARCH 14, 2014 INITIAL**
5 **PUBLIC OFFERING ON OR BEFORE SEPTEMBER 10, 2014**

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

8 **WHY SHOULD I READ THIS NOTICE?**

9 This Notice is given pursuant to an order issued by the Superior Court of California, County of
10 San Mateo (the “Court”). This Notice serves to inform you of the proposed settlement of the above
11 class action lawsuit (the “Settlement”) and the hearing (the “Settlement Fairness Hearing”) to be held
12 by the Court to consider the fairness, reasonableness, and adequacy of the Settlement, as set forth in the
13 Stipulation of Settlement dated June 2, 2016 (the “Stipulation”).¹ The Stipulation is by and between:
14 (i) plaintiffs Firerock Global Opportunity Fund LP, Oklahoma Firefighters Pension and Retirement
15 System, Robert Spencer Wright, and Robert Kromphold (collectively, “Plaintiffs”) (on behalf of
16 themselves and each of the Class Members), by and through their counsel of record; (ii) defendants
17 Castlight, Giovanni M. Colella, John C. Doyle, Bryan Roberts, David Ebersman, and Robert P. Kocher
18 (collectively, the “Castlight Defendants”); and (iii) underwriters of the Company’s March 14, 2014
19 initial public offering (“IPO”), specifically Goldman, Sachs & Co. and Morgan Stanley & Co. LLC (the
20 “Underwriter Defendants,” and collectively with the Castlight Defendants, the “Defendants”) (Plaintiffs
21 and Defendants collectively the “Settling Parties”). This Notice is not an expression of any opinion by
22 the Court as to the merits of the claims or defenses asserted in the lawsuit.

23 **WHAT IS THIS LAWSUIT ABOUT?**

24 **The Allegations and Status of the Case**

25 On July 22, 2015, Plaintiffs filed their Consolidated Complaint for Violations of §§11, 12(a)(2),
26 and 15 of the Securities Act of 1933. Plaintiffs brought the action on behalf of all persons or entities
27 who purchased Castlight Class B common stock pursuant or traceable to the Company’s Registration
28 Statement and Prospectus (collectively, the “Registration Statement”) issued in connection with the
Company’s IPO. The Registration Statement was declared effective on March 13, 2014, and Castlight
and the Underwriter Defendants priced the IPO at \$16 per share. The Company sold 12.765 million
shares in the IPO, including shares sold pursuant to the underwriters’ overallocation. The IPO raised
\$204.2 million in gross proceeds. Plaintiffs allege that the Castlight Defendants and the Underwriter
Defendants violated the Securities Act because the Registration Statement contained untrue statements
of material fact and omitted other facts necessary to make the statements made therein not misleading.

Castlight is a provider of cloud-based software designed to give companies control over their
rapidly escalating health care costs. Plaintiffs allege that, in the Registration Statement, the Company
characterized Castlight as having an “early mover advantage” with “a significant opportunity to offer a
comprehensive, technology-based solution” to profit by reducing “waste and inefficiencies” with
respect to its principal product.

Plaintiffs allege that Defendants were required to disclose all known adverse trends that were
negatively impacting sales and revenue growth for the Company. First, Plaintiffs allege that U.S.

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

1 Securities and Exchange Commission Regulation S-K, 17 C.F.R. §229.303 (“Item 303”), required
2 disclosure of the known adverse trends because Defendants allegedly knew that they were reasonably
3 likely to have a material adverse impact on Castlight’s financial condition going forward. Plaintiffs
4 allege that, at the time of the IPO, there were multiple undisclosed uncertainties and trends that were
5 affecting Castlight and that were reasonably likely to have a material impact on Castlight’s revenues
6 and profitability and, therefore, were required to be, but were not, disclosed. Second, Plaintiffs allege
7 that Defendants failed to disclose implementation delays, increased expenses, and inability to maintain
8 pricing consistent with the expected revenue growth on its principal product, and that those alleged
9 omissions rendered the Registration Statement misleading, insofar as Plaintiffs also allege that the
10 Registration Statement represented that the Company’s “early mover advantage” and “highly scalable
11 business model” positioned Castlight for massive growth as it went public.

12 Defendants deny all of those allegations. The Castlight Defendants filed a demurrer to the
13 Consolidated Complaint on September 22, 2015, in which the Underwriter Defendants joined.
14 Plaintiffs filed their opposition on October 6, 2015 and the Castlight Defendants filed a reply (in which
15 the Underwriter Defendants joined) on October 20, 2015. The Court heard oral argument on
16 October 26, 2015. Judge Weiner overruled Defendants’ demurrer as to Plaintiffs’ claims arising out of
17 §§11 and 15 of the Securities Act, and sustained Defendants’ demurrer as to Plaintiffs’ §12(a)(2) claim,
18 with leave to amend.

19 On November 10, 2015, Plaintiffs filed their First Amended Consolidated Complaint for
20 Violations of §§11, 12(a)(2), and 15 of the Securities Act of 1933. On December 10, 2015, Defendants
21 Castlight, Colella, and Doyle filed a demurrer to Plaintiffs’ §12(a)(2) claims. The Underwriter
22 Defendants joined the demurrer. Plaintiffs filed their opposition to the demurrer on January 5, 2016 and
23 the Castlight Defendants filed a reply (to which the Underwriter Defendants joined) on January 15,
24 2016. On January 27, 2016, the Court sustained Defendants’ demurrer with leave to amend.

25 On March 9, 2016, by stipulation of the Settling Parties, the Court certified the consolidated
26 action as a class action pursuant to Cal. Civ. Proc. Code §382 and Rule 3.765 of the California Rules of
27 Court. The Court further certified Plaintiffs as the representatives of the Class, and designated Robbins
28 Geller Rudman & Dowd LLP and Labaton Sucharow LLP to act as Class Counsel.

Beginning in October 2015, Plaintiffs served discovery requests on all Defendants. Defendants
produced documents responsive to Plaintiffs’ requests between January and March 2016.

During the Litigation, the Settling Parties engaged the services of the Hon. Layn R. Phillips
(Ret.) to mediate the case. On March 11, 2016, the Settling Parties exchanged mediation statements and
also submitted them to the mediator. On March 21, 2016, the Settling Parties participated in mediation
with Judge Phillips. An agreement to settle was not reached at the March 21, 2016 mediation, however,
on March 28, 2016, the Settling Parties separately agreed to the mediator’s proposal to settle the case
for \$9,500,000.

**THE COURT HAS NOT RULED AS TO WHETHER DEFENDANTS ARE LIABLE TO
PLAINTIFFS 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 THIS LAWSUIT OR THE MERITS OF THE CLAIMS OR
DEFENSES ASSERTED. THIS NOTICE IS SOLELY TO ADVISE YOU OF THE PENDENCY
OF THE LITIGATION AND PROPOSED SETTLEMENT THEREOF AND YOUR RIGHTS IN
CONNECTION WITH THAT SETTLEMENT.**

HOW DO I KNOW IF I AM A CLASS MEMBER?

If you purchased Castlight Class B common stock pursuant or traceable to the Registration
Statement issued in connection with the Company’s March 14, 2014 IPO through September 10, 2014
(the “Class Period”), you are a Class Member. Excluded from the Class are each of the Defendants and

1 Previously Named Defendants, their directors and officers, members of their immediate families, any
2 entity in which a Defendant or Previously Named Defendant has a controlling interest (but in the case
3 of the Underwriter Defendants and Previously Named Defendants, only such entities in which they have
a majority ownership interest), any Person who validly requests exclusion from the Class, and the heirs,
successors, and assigns of any such excluded Person.

4 **WHAT IS THE MONETARY VALUE OF THE PROPOSED SETTLEMENT?**

5 The Settlement, if approved, will result in the creation of a cash settlement amount of
6 \$9,500,000 (the "Settlement Amount"). The Settlement Amount, plus accrued interest (the "Settlement
7 Fund") and minus the costs of this Notice and all costs associated with the administration of the
8 Settlement, as well as attorneys' fees and expenses and the payment of Plaintiffs' time and expenses in
representing the Class, as approved by the Court (the "Net Settlement Fund"), will be distributed to
Class Members pursuant to the Plan of Allocation that is described in the next section of this Notice.

9 **WHAT IS THE PROPOSED PLAN OF ALLOCATION?**

10 Your share of the Net Settlement Fund will depend on the number of valid Proofs of Claim that
11 Class Members send in, how many shares of Castlight Class B common stock you purchased during the
relevant period and when you bought and sold them.

12 For purposes of determining the amount an Authorized Claimant may recover under the Plan of
13 Allocation, Class Counsel conferred with their damages consultants, and the Plan of Allocation reflects
an assessment of damages that they believe could have been recovered had Plaintiffs prevailed at trial.

14 In the unlikely event that there are sufficient funds in the Net Settlement Fund, each Authorized
15 Claimant will receive an amount equal to the Authorized Claimant's claim, as defined below. If,
16 however, the amount in the Net Settlement Fund is not sufficient to permit payment of the total claim of
each Authorized Claimant, then each Authorized Claimant shall be paid the percentage of the Net
Settlement Fund that each Authorized Claimant's claim bears to the total of the claims of all Authorized
Claimants. Payment in this manner shall be deemed conclusive against all Authorized Claimants.

17 The calculation of claims below is not an estimate of the amount you will receive. It is a
18 formula for allocating the Net Settlement Fund among all Authorized Claimants. Furthermore, if any of
19 the formulas set forth below yield an amount less than \$0.00, the claim per share is \$0.00. A claim will
be calculated as follows:

20 **Claims for the March 14, 2014 Initial Public Offering**

21 Initial Public Offering Price: \$16.00 per share
Closing price on the date the lawsuit was filed²: \$7.68 per share

22 For shares of Castlight Class B common stock purchased pursuant or traceable to the Company's
23 Registration Statement dated March 14, 2014, through and including September 10, 2014, and

- 24 1) sold prior to April 2, 2015, the claim per share is the lesser of (i) the purchase price per
share less the sales price per share, or (ii) \$16.00 less the sales price per share.
- 25 2) retained at the close of trading on April 1, 2015, or, sold on or after April 2, 2015, the
26 claim per share is the least of (i) the purchase price per share less \$7.68, or (ii) the
purchase price less the sales price per share, or (iii) \$16.00 less \$7.68.

27 _____
28 ² The initial class action complaint was filed on April 2, 2015.

1 In the event a Class Member has more than one purchase or sale of Castlight Class B common
2 stock during the Class Period, all purchases and sales within the Class Period shall be matched on a
3 First-In, First-Out (“FIFO”) basis. Class Period sales will be matched first against any holdings at the
beginning of the Class Period, and then against purchases in chronological order, beginning with the
earliest purchase made during the Class Period.

4 A purchase or sale of Castlight common stock shall be deemed to have occurred on the
5 “contract” or “trade” date as opposed to the “settlement” or “payment” date. All purchase and sale
6 prices shall exclude any fees and commissions. The receipt or grant by gift, devise, or operation of law
7 of Castlight Class B common stock during the Class Period shall not be deemed a purchase or sale of
8 Castlight Class B common stock for the calculation of a claimant’s recognized claim nor shall it be
deemed an assignment of any claim relating to the purchase of such shares unless specifically provided
in the instrument of gift or assignment. The receipt of Castlight Class B common stock during the Class
Period in exchange for securities of any other corporation or entity shall not be deemed a purchase or
sale of Castlight Class B common stock.

9 With respect to Castlight Class B common stock purchased or sold through the exercise of an
10 option, the purchase/sale date of the Class B common stock is the exercise date of the option and the
11 purchase/sale price of the stock is the exercise price of the option. Any recognized claim arising from
12 purchases of Castlight Class B common stock acquired during the Class Period through the exercise of
an option on Castlight Class B common stock shall be computed as provided for other purchases of
Castlight Class B common stock in the Plan of Allocation.

13 The total of all profits shall be subtracted from the total of all losses from transactions during the
14 Class Period to determine if a Class Member has a recognized claim. Only if a Class Member had a net
15 market loss, after all profits from transactions in Castlight Class B common stock during the Class
Period are subtracted from all losses, will such Class Member be eligible to receive a distribution from
the Net Settlement Fund. Shares held as of the beginning of the Class Period will be excluded for
purposes of calculating a market gain or loss.

16 If an Authorized Claimant has an overall market gain, the recognized claim for that Authorized
17 Claimant will be \$0.00. If an Authorized Claimant has an overall market loss, that Authorized
18 Claimant’s recognized claim will be limited to the amount of total market loss. The Claims
19 Administrator shall allocate to each Authorized Claimant a *pro rata* share of the Net Settlement Fund
based on his, her, or its recognized claim as compared to the total recognized claims of all Authorized
Claimants. No distribution shall be made to Authorized Claimants who would otherwise receive a
distribution of less than \$10.00.

20 If there is any balance remaining in the Net Settlement Fund after at least six (6) months from
21 the initial date of distribution of the Net Settlement Fund (whether by reason of tax refunds, uncashed
22 checks, or otherwise), Class Counsel shall, if feasible, reallocate such balance among Authorized
23 Claimants in an equitable and economic fashion. These redistributions shall be repeated until the
balance remaining in the Net Settlement Fund is no longer feasible to distribute to Class Members.
Thereafter, any balance which still remains in the Net Settlement Fund shall be donated to Bay Area
Legal Aid.

24 The Court has reserved jurisdiction to allow, disallow, or adjust the claim of any Class Member
25 on equitable grounds.

26 Payment pursuant to the Plan of Allocation set forth above shall be conclusive against all
27 Authorized Claimants. No Person shall have any claim against Plaintiffs, Plaintiffs’ Counsel, any
28 Claims Administrator, any other Person designated by Plaintiffs’ Counsel, or any of the Released
Parties based on the distributions made substantially in accordance with the Stipulation and the
Settlement contained therein, the Plan of Allocation, or further orders of the Court. All Class Members
who fail to complete and file a valid and timely Proof of Claim shall be barred from participating in

1 distributions from the Net Settlement Fund (unless otherwise ordered by the Court), but otherwise shall
2 be bound by all of the terms of the Stipulation, including the terms of any judgment entered and the
releases given.

3 **DO I NEED TO CONTACT PLAINTIFFS' COUNSEL IN ORDER TO PARTICIPATE IN**
4 **DISTRIBUTION OF THE SETTLEMENT FUND?**

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

7 *Castlight Shareholder Litigation*
8 Claims Administrator
9 c/o Gilardi & Co. LLC
10 P.O. Box 30223
College Station, TX 77842-3223
Phone: 1-844-861-5485
www.castlightshareholderlitigation.com

11 **THERE WILL BE NO PAYMENTS IF THE STIPULATION IS TERMINATED**

12 The Stipulation may be terminated under several circumstances outlined in it. If the Stipulation
is terminated, the Litigation will proceed as if the Stipulation had not been entered into.

13 **WHAT ARE THE REASONS FOR SETTLEMENT?**

14 The Court has not reached any final decisions in connection with Plaintiffs' claims against
15 Defendants. Instead, Plaintiffs and Defendants have agreed to this Settlement, which was reached with
16 the substantial assistance of the Hon. Layn R. Phillips (Ret.), a highly experienced mediator of complex
class actions. In reaching the Settlement, the Settling Parties have avoided the cost, delay, and
uncertainty of further litigation.

17 As in any litigation, Plaintiffs and the Class would face an uncertain outcome if they did not
18 agree to the Settlement. The Settling Parties expected that the case could continue for a lengthy period
19 of time and that if Plaintiffs succeeded, Defendants would file appeals that would postpone final
20 resolution of the case. Continuation of the case against Defendants 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.

21 Plaintiffs and Plaintiffs' Counsel believe that this Settlement is fair and reasonable to the
22 Members of the Class. They have reached this conclusion for several reasons. Specifically, if the
Settlement is approved, the Class will receive a certain and significant monetary recovery.
23 Additionally, Plaintiffs' 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.

24 **WHO REPRESENTS THE CLASS?**

25 The Court appointed the law firms of Robbins Geller Rudman & Dowd LLP and Labaton
26 Sucharow LLP to represent you and other Class Members. These lawyers are called Class Counsel.
27 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
28 lawyer, you may hire one at your own expense.

1 **HOW WILL THE PLAINTIFFS' LAWYERS BE PAID?**

2 Class Counsel will file a motion for an award of attorneys' fees and expenses that will be
3 considered at the Settlement Fairness Hearing. Class Counsel will apply for an award of 30% of the
4 Settlement Fund, plus payment of expenses incurred in connection with the Litigation in an amount not
5 to exceed \$150,000. In addition, each of the Plaintiffs may seek payment of up to \$2,500 for their time
6 and expenses incurred in representing the Class. Such sums as may be approved by the Court will be
7 paid from the Settlement Fund. Class Members are not personally liable for any such fees or expenses.

8 The attorneys' fees and expenses requested will be the only payment to Plaintiffs' Counsel for
9 their efforts in achieving this Settlement and for their risk in undertaking this representation on a wholly
10 contingent basis. Plaintiffs' Counsel have committed significant time and expenses in litigating this
11 case for the benefit of the Class. To date, Plaintiffs' Counsel have not been paid for their services in
12 conducting this Litigation on behalf of the Plaintiffs and the Class, or for their expenses. The fee
13 requested will compensate Plaintiffs' Counsel for their work in achieving the Settlement. The Court
14 will decide what constitutes a reasonable fee award and may award less than the amounts requested by
15 Class Counsel.

16 **CAN I EXCLUDE MYSELF FROM THE SETTLEMENT?**

17 If you want to keep the right to sue or continue to sue Defendants on your own about the legal
18 issues in this case, then you must take steps to get out of the Class. This is called excluding yourself
19 from, or "opting out" of, the Class.

20 To exclude yourself from the Class, you must send a letter by mail saying that you want to be
21 excluded from the Class in the following action: *In re Castlight Health, Inc. Shareholder Litigation*,
22 Lead Case No. CIV533203. You must include your name, address, telephone number, and sign the
23 letter. You should also include the number of shares of Castlight common stock you purchased during
24 the Class Period. Your exclusion request must be **postmarked no later than _____, 2016** and
25 sent to the Claims Administrator at:

26 *Castlight Shareholder Litigation*
27 Claims Administrator
28 c/o Gilardi & Co. LLC
3301 Kerner Blvd.
San Rafael, CA 94901

29 You cannot exclude yourself by phone or by e-mail. If you make a proper request for exclusion,
30 you will not receive a Settlement payment, and you cannot object to the Settlement. If you make a
31 proper request for exclusion, you will not be legally bound by anything that happens in this lawsuit.

32 **CAN I OBJECT TO THE SETTLEMENT, THE REQUESTED ATTORNEYS' FEES AND
33 EXPENSES, THE REQUESTED PAYMENT OF COSTS AND EXPENSES TO PLAINTIFFS
34 AND/OR THE PLAN OF ALLOCATION?**

35 Yes. If you are a Class Member, you may object to the terms of the Settlement. Whether or not
36 you object to the terms of the Settlement, you may also object to the requested attorneys' fees, costs,
37 and expenses, the payment to Plaintiffs for their time and expenses, and/or the Plan of Allocation. In
38 order for any objection to be considered, you must file a written statement, accompanied by proof of
39 Class membership, with the Court, and send a copy to Class Counsel by _____, 2016. The
40 Court's address is Superior Court of San Mateo, Hall of Justice and Records, 400 County Center,
41 Redwood City, CA 94063, and Class Counsel's address is Robbins Geller Rudman & Dowd LLP, 655
42 West Broadway, Suite 1900, San Diego, CA 92101, c/o Jeffrey D. Light; and Labaton Sucharow LLP,
43 140 Broadway, New York, NY 10005, c/o Jonathan Gardner. Attendance at the Settlement Fairness

1 Hearing is not necessary; however, persons wishing to be heard orally at the Settlement Fairness
2 Hearing are required to indicate in their written objection their intention to appear at the hearing and
3 identify any witnesses they may call to testify and exhibits, if any, they intend to introduce into
4 evidence.

5 **WHAT IS THE DIFFERENCE BETWEEN OBJECTING AND EXCLUDING MYSELF**
6 **FROM THE SETTLEMENT?**

7 Objecting is telling the Court that you do not like something about the proposed Settlement, the
8 Plan of Allocation, Class Counsel's request for an award of attorneys' fees and expenses, or payment to
9 Plaintiffs for their time and expenses in representing the Class. You can object *only* if you stay in the
10 Class. Excluding yourself is telling the Court that you do not want to be part of the Class. If you
11 exclude yourself, you have no basis to object because the case no longer applies to you.

12 **HOW CAN I GET A PAYMENT?**

13 In order to qualify for a payment, you must submit a Proof of Claim. A Proof of Claim is
14 enclosed with this Notice or it may be downloaded at www.castlightshareholderlitigation.com. Read
15 the instructions carefully, fill out the Proof of Claim, include all the documents the form asks for, sign
16 it, and mail or submit it online so that it is *postmarked (if mailed) or received (if filed electronically)*
17 **no later than _____, 2016.** The claim form may be submitted online at [www.](http://www.castlightshareholderlitigation.com)
18 [castlightshareholderlitigation.com](http://www.castlightshareholderlitigation.com). If you do not submit a valid Proof of Claim with all of the required
19 information, you will not receive a payment from the Net Settlement Fund; however, unless you
20 expressly exclude yourself from the Class as described above, you will still be bound in all other
21 respects by the Settlement, the Judgment, and the releases contained in them.

22 **WHAT CLAIMS WILL BE RELEASED BY THE SETTLEMENT?**

23 Unless you exclude yourself, you are staying in the Class, and that means that you cannot sue,
24 continue to sue, or be part of any other lawsuit against the Defendants about the same issues in this case
25 or about issues that could have been asserted in this case. It also means that all of the Court's orders
26 will apply to you and legally bind you and you will release your Released Claims in this case against
27 Defendants, the Previously Named Defendants,³ and their respective Related Persons (collectively, the
28 "Released Parties"). "Released Claims" shall collectively mean any and all claims (including
"Unknown Claims" as defined in paragraph 1.29 of the Stipulation) against any of the Released Parties,
arising out of, relating to, or in connection with both (i) the facts, events, transactions, acts, occurrences,
statements, representations, misrepresentations, or omissions, which were or could have been alleged in
the Litigation, and (ii) the purchase, acquisition, or holding of Castlight Class B common stock pursuant
or traceable to the Registration Statement issued in connection with Castlight's March 14, 2014 initial
public offering on or before September 10, 2014 (except for claims to enforce the Settlement).

"Related Persons" means with respect to each Defendant and Previously Named Defendant,
its/his present, former and future (i) parents, subsidiaries, affiliates, predecessors, successors, joint
venturers and assigns, and (ii) each of their respective officers, directors, employees, partners,
controlling shareholders, principals, trustees, attorneys, auditors, accountants, investment bankers,
underwriters, consultants, agents, insurers, re-insurers, spouses, estates, related or affiliated entities, any
entity in which a Defendant or Previously Named Defendant has a controlling interest, any members of
any Individual Defendant's immediate family, any trust of which any Individual Defendant is the settlor
or which is for the benefit of any Defendant and/or member(s) of his family, and each of the heirs,
executors, administrators, predecessors, successors, and assigns of the foregoing.

³ "Previously Named Defendants" means Venrock Partners V, L.P., Allen & Company LLC, Stifel,
Nicolaus & Company, Incorporated, Canaccord Genuity Inc., and Raymond James & Associates, Inc.

1 **THE SETTLEMENT FAIRNESS HEARING**

2 The Court will hold a Settlement Fairness Hearing on _____, 2016, at _____.m., before the
3 Honorable Marie S. Weiner at the Superior Court of California, County of San Mateo, Department 2,
4 Courtroom 2E, 400 County Center, Redwood City, CA 94063, for the purpose of determining whether:
5 (1) the Settlement of the Litigation for \$9,500,000 in cash should be approved by the Court as fair,
6 reasonable, and adequate; (2) to award Plaintiffs' Counsel attorneys' fees and expenses out of the
7 Settlement Fund; (3) to pay Plaintiffs for their time and expenses they incurred in representing the Class
8 out of the Settlement Fund; and (4) the Plan of Allocation should be approved by the Court. The Court
9 may adjourn or continue the Settlement Fairness Hearing without further notice to Members of the
10 Class.

11 Any Class Member may appear at the Settlement Fairness Hearing and be heard on any of the
12 foregoing matters; provided, however, that no such person shall be heard unless his, her, or its objection
13 is made in writing and is filed, together with proof of membership in the Class and with copies of all
14 other papers and briefs to be submitted by him, her, or it to the Court at the Settlement Fairness
15 Hearing, with the Court **no later than** _____, 2016, and showing proof of service on the following
16 counsel:

17	Jeffrey D. Light	Jonathan Gardner
18	ROBBINS GELLER RUDMAN	LABATON SUCHAROW LLP
19	& DOWD LLP	140 Broadway
20	655 West Broadway, Suite 1900	New York, NY 10005
21	San Diego, CA 92101	

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

26 **HOW DO I OBTAIN ADDITIONAL INFORMATION?**

27 This Notice contains only a summary of the terms of the proposed Settlement. The records in
28 this Litigation 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 Mateo. In
addition, all of the Settlement documents, including the Stipulation, this Notice, the Proof of Claim, and
proposed Judgment may be obtained by contacting the Claims Administrator at:

Castlight Shareholder Litigation
Claims Administrator
c/o Gilardi & Co. LLC
P.O. Box 30223
College Station, TX 77842-3223
Phone: 1-844-848-1253
www.castlightshareholderlitigation.com

In addition, you may contact Rick Nelson, Shareholder Relations, Robbins Geller Rudman &
Dowd LLP, 655 West Broadway, Suite 1900, San Diego, CA 92101, 1-800-449-4900; or Nicole Zeiss,
Settlement Counsel, Labaton Sucharow LLP, 140 Broadway, New York, NY 10005, 1-888-219-6877, if
you have any questions about the Litigation or the Settlement.

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DO NOT WRITE TO OR TELEPHONE THE COURT FOR INFORMATION

SPECIAL NOTICE TO BANKS, BROKERS, AND OTHER NOMINEES

If you hold any Castlight Class B common stock purchased between March 14, 2014 and September 10, 2014, 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:

Castlight Shareholder Litigation
Claims Administrator
c/o Gilardi & Co. LLC
P.O. Box 30223
College Station, TX 77842-3223

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: _____

BY ORDER OF THE SUPERIOR COURT OF
CALIFORNIA, COUNTY OF SAN MATEO
HONORABLE MARIE S. WEINER

EXHIBIT A-2

1 ROBBINS GELLER RUDMAN
& DOWD LLP
2 SHAWN A. WILLIAMS (213113)
Post Montgomery Center
3 One Montgomery Street, Suite 1800
San Francisco, CA 94104
4 Telephone: 415/288-4545
415/288-4534 (fax)
5 - and -
6 JAMES I. JACONETTE (179565)
JEFFREY D. LIGHT (159515)
7 655 West Broadway, Suite 1900
San Diego, CA 92101-8498
Telephone: 619/231-1058
8 619/231-7423 (fax)

LABATON SUCHAROW LLP
JONATHAN GARDNER
GUILLAUME BUELL
140 Broadway, 34th Floor
New York, NY 10005
Telephone: 212/907-0700
212/818-0477 (fax)

9 Class Counsel for Plaintiffs

10
11 SUPERIOR COURT OF THE STATE OF CALIFORNIA

12 COUNTY OF SAN MATEO

13 In re CASTLIGHT HEALTH, INC.
14 SHAREHOLDER LITIGATION

) Lead Case No. CIV533203

) CLASS ACTION

15 This Document Relates To:

) PROOF OF CLAIM AND RELEASE

16 ALL ACTIONS.

) EXHIBIT A-2

17 Assigned for All Purposes to the
18 Honorable Marie S. Weiner
19 Dept. 2
20 Date Action Filed: 04/02/15
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1 **I. GENERAL INSTRUCTIONS**

2 1. To recover as a Class Member based on your claims in the action entitled *In re Castlight*
3 *Health, Inc. Shareholder Litigation*, Lead Case No. CIV533203 (the "Litigation"), you must complete
4 and, on page ___ hereof, sign this Proof of Claim and Release form ("Proof of Claim"). If you fail to
5 file a properly addressed (as set forth in paragraph 3 below) Proof of Claim, your claim may be rejected
6 and you may be precluded from any recovery from the Net Settlement Fund created in connection with
7 the proposed settlement.

8 2. Submission of this Proof of Claim, however, does not assure that you will share in the
9 proceeds of the settlement of the Litigation.

10 3. YOU MUST MAIL OR SUBMIT ONLINE YOUR COMPLETED AND SIGNED
11 PROOF OF CLAIM, ACCOMPANIED BY COPIES OF THE DOCUMENTS REQUESTED
12 HEREIN, ON OR BEFORE _____, 2016, ADDRESSED AS FOLLOWS:

13 *Castlight Shareholder Litigation*
14 Claims Administrator
15 c/o Gilardi & Co. LLC
16 P.O. Box 30223
17 College Station, TX 77842-3223
18 online submissions: www.castlightshareholderlitigation.com

19 If you are NOT a Class Member, as defined in the Notice of Proposed Settlement of Class Action
20 ("Notice"), DO NOT submit a Proof of Claim.

21 4. If you are a Class Member and you did not timely request exclusion in connection with
22 the proposed settlement, you are bound by the terms of any judgment entered in the Litigation,
23 including the releases provided therein, WHETHER OR NOT YOU SUBMIT A PROOF OF CLAIM.

24 **II. CLAIMANT IDENTIFICATION**

25 If you purchased Castlight Health, Inc. ("Castlight" or the "Company") Class B common stock
26 pursuant or traceable to the Registration Statement issued in connection with Castlight's March 14,
27 2014 initial public offering ("IPO"), through and including September 10, 2014 and held the
28 certificate(s) in your name, you are the beneficial purchaser as well as the record purchaser. If,
however, you purchased Castlight Class B common stock pursuant or traceable to Castlight's IPO on
March 14, 2014 through and including September 10, 2014, and the certificate(s) were registered in the

1 name of a third party, such as a nominee or brokerage firm, you are the beneficial purchaser and the
2 third party is the record purchaser.

3 Use Part I of this form entitled "Claimant Identification" to identify each purchaser of record
4 ("nominee"), if different from the beneficial purchaser of the Castlight common stock which forms the
5 basis of this claim. THIS CLAIM MUST BE FILED BY THE ACTUAL BENEFICIAL
6 PURCHASER(S) OR THE LEGAL REPRESENTATIVE OF SUCH PURCHASER(S) OF THE
7 CASTLIGHT CLASS B COMMON STOCK UPON WHICH THIS CLAIM IS BASED.

8 All joint purchasers must sign this claim. Executors, administrators, guardians, conservators,
9 and trustees must complete and sign this claim on behalf of persons represented by them and their
10 authority must accompany this claim and their titles or capacities must be stated. The Social Security
11 (or taxpayer identification) number and telephone number of the beneficial owner may be used in
12 verifying the claim. Failure to provide the foregoing information could delay verification of your claim
13 or result in rejection of the claim.

14 **III. CLAIM FORM**

15 Use Part II of this form entitled "Schedule of Transactions in Castlight Class B Common Stock"
16 to supply all required details of your transaction(s). If you need more space or additional schedules,
17 attach separate sheets giving all of the required information in substantially the same form. Sign and
18 print or type your name on each additional sheet.

19 On the schedules, provide all of the requested information with respect to *all* of your purchases
20 of Castlight Class B common stock which took place pursuant or traceable to Castlight's IPO on
21 March 14, 2014 through and including September 10, 2014 (the "Class Period"), and *all* of your sales of
22 Castlight Class B common stock which took place during the period March 14, 2014 through and
23 including the date you submit your Proof of Claim, whether such transactions resulted in a profit or a
24 loss. You must also provide all of the requested information with respect to *all* of the shares of
25 Castlight Class B common stock you held at the close of trading on April 1, 2015. Failure to report all
26 such transactions may result in the rejection of your claim.

27 List each transaction separately and in chronological order, by trade date, beginning with the
28 earliest. You must accurately provide the month, day, and year of each transaction you list.

1 The date of covering a “short sale” is deemed to be the date of purchase of Castlight Class B
2 common stock. The date of a “short sale” is deemed to be the date of sale of Castlight Class B common
3 stock.

4 **COPIES OF BROKER CONFIRMATIONS OR OTHER DOCUMENTATION OF**
5 **YOUR TRANSACTIONS IN CASTLIGHT CLASS B COMMON STOCK SHOULD BE**
6 **ATTACHED TO YOUR CLAIM. FAILURE TO PROVIDE THIS DOCUMENTATION**
7 **COULD DELAY VERIFICATION OF YOUR CLAIM OR RESULT IN REJECTION OF**
8 **YOUR CLAIM.**

9 NOTICE REGARDING ELECTRONIC FILES: Certain claimants with large numbers of
10 transactions may request, or may be requested, to submit information regarding their transactions in
11 electronic files. All claimants MUST submit a manually signed paper Proof of Claim whether or not
12 they also submit electronic copies. If you wish to file your claim electronically, you must contact the
13 Claims Administrator at 1-844-848-1253 to obtain the required file layout. No electronic files will be
14 considered to have been properly submitted unless the Claims Administrator issues to the claimant a
15 written acknowledgment of receipt and acceptance of electronically submitted data.

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SUPERIOR COURT OF THE STATE OF CALIFORNIA

COUNTY OF SAN MATEO

In re Castlight Health, Inc. Shareholder Litigation

Lead Case No. CIV533203

PROOF OF CLAIM AND RELEASE

Must Be Postmarked or Received No Later Than:

_____, 2016

Please Type or Print

REMEMBER TO ATTACH COPIES OF BROKER CONFIRMATIONS OR OTHER DOCUMENTATION OF YOUR TRANSACTIONS IN CASTLIGHT CLASS B COMMON STOCK. FAILURE TO PROVIDE THIS DOCUMENTATION COULD DELAY VERIFICATION OF YOUR CLAIM OR RESULT IN REJECTION OF YOUR CLAIM.

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PART I: CLAIMANT IDENTIFICATION

Last Name	M.I.	First Name
<input type="text"/>	<input type="text"/>	<input type="text"/>
Last Name (Co-Beneficial Owner)	M.I.	First Name (Co-Beneficial Owner)
<input type="text"/>	<input type="text"/>	<input type="text"/>
<input type="radio"/> IRA <input type="radio"/> Joint Tenancy <input type="radio"/> Employee <input type="radio"/> Individual <input type="radio"/> Other _____ (specify)		
Company Name (Beneficial Owner - If Claimant is not an Individual) or Custodian Name if an IRA		
<input type="text"/>		
Trustee/Asset Manager/Nominee/Record Owner's Name (If Different from Beneficial Owner Listed Above)		
<input type="text"/>		
Account#/Fund# (Not Necessary for Individual Filers)		
<input type="text"/>		

Social Security Number	or	Taxpayer Identification Number
<input type="text"/> - <input type="text"/> - <input type="text"/>		<input type="text"/> - <input type="text"/>
Telephone Number (Primary Daytime)		Telephone Number (Alternate)
<input type="text"/> - <input type="text"/> - <input type="text"/>		<input type="text"/> - <input type="text"/> - <input type="text"/>
Email Address		
<input type="text"/>		

MAILING INFORMATION

Address		
<input type="text"/>		
Address		
<input type="text"/>		
City	State	Zip Code
<input type="text"/>	<input type="text"/>	<input type="text"/>
Foreign Province	Foreign Postal Code	Foreign Country Name/Abbreviation
<input type="text"/>	<input type="text"/>	<input type="text"/>

1 PART II: SCHEDULE OF TRANSACTIONS IN CASTLIGHT CLASS B COMMON STOCK

2 A. Purchases of Castlight Class B common stock (March 14, 2014 – September 10,
3 2014, inclusive):

4

Trade Date Month Day Year	Number of Shares Purchased	Total Purchase Price
5 1. _____	1. _____	1. _____
6 2. _____	2. _____	2. _____
7 3. _____	3. _____	3. _____

8

9 IMPORTANT: (i) If any purchase listed covered a “short sale,” please mark Yes: Yes

10 (ii) If you received shares through an acquisition or merger, please identify the
11 date, the share amount, and the company acquired:

12 _____ / _____ / _____
MM/ DD/ YYYY Merger Shares Company

13 B. Sales of Castlight Class B common stock (March 14, 2014 – the date you submit
14 your Proof of Claim):

15

Trade Date Month Day Year	Number of Shares Sold	Total Sales Price
16 1. _____	1. _____	1. _____
17 2. _____	2. _____	2. _____
18 3. _____	3. _____	3. _____

19

20 C. Number of shares of Castlight Class B common stock held at the close of trading
21 on April 1, 2015: _____

22 **YOU MUST READ AND SIGN THE RELEASE ON PAGE __. FAILURE TO SIGN THE
23 RELEASE MAY RESULT IN A DELAY IN PROCESSING OR THE REJECTION OF
24 YOUR CLAIM.**

1 **IV. SUBMISSION TO JURISDICTION OF COURT AND**
2 **ACKNOWLEDGMENTS**

3 I (We) submit this Proof of Claim under the terms of the Stipulation of Settlement described in
4 the Notice. I (We) also submit to the jurisdiction of the Superior Court of the State of California,
5 County of San Mateo, with respect to my (our) claim as a Class Member and for purposes of enforcing
6 the release set forth herein. I (We) further acknowledge that I am (we are) bound by and subject to the
7 terms of any judgment that may be entered in the Litigation. I (We) agree to furnish additional
8 information to the Claims Administrator to support this claim if requested to do so. I (We) have not
9 submitted any other claim covering the same purchases or sales of Castlight Class B common stock
10 during the relevant period and know of no other person having done so on my (our) behalf.

11 **V. RELEASE**

12 1. I (We) hereby acknowledge full and complete satisfaction of, and do hereby fully,
13 finally, and forever settle, release, and discharge from the Released Claims each and all of the
14 "Released Parties," defined as each and all of the Defendants, the Previously Named Defendants, and
15 their respective Related Persons. "Related Persons" means with respect to each Defendant and
16 Previously Named Defendant, its/his present, former and future (i) parents, subsidiaries, affiliates,
17 predecessors, successors, joint venturers and assigns, and (ii) each of their respective officers, directors,
18 employees, partners, controlling shareholders, principals, trustees, attorneys, auditors, accountants,
19 investment bankers, underwriters, consultants, agents, insurers, re-insurers, spouses, estates, related or
20 affiliated entities, any entity in which a Defendant or Previously Named Defendant has a controlling
21 interest, any members of any Individual Defendant's immediate family, any trust of which any
22 Individual Defendant is the settlor or which is for the benefit of any Defendant and/or member(s) of his
23 family, and each of the heirs, executors, administrators, predecessors, successors, and assigns of the
24 foregoing.

25 2. "Released Claims" shall collectively mean any and all claims (including "Unknown
26 Claims" as defined below) against any of the Released Parties arising out of, relating to, or in
27 connection with both (i) the facts, events, transactions, acts, occurrences, statements, representations,
28 misrepresentations, or omissions, which were or could have been alleged in the Litigation, and (ii) the

1 purchase, acquisition, or holding of Castlight Class B common stock pursuant or traceable to the
2 Registration Statement issued in connection with Castlight's March 14, 2014 initial public offering on
3 or before September 10, 2014 (except for claims to enforce the settlement).

4 3. "Unknown Claims" means any Released Claims that any Plaintiff or Class Member does
5 not know or suspect to exist in his, her, or its favor at the time of the release of the Released Parties
6 which, if known by him, her, or it, might have affected his, her, or its settlement with and release of the
7 Released Parties, or might have affected his, her, or its decision(s) with respect to the settlement. With
8 respect to any and all Released Claims, the Settling Parties stipulate and agree that, upon the Effective
9 Date, Plaintiffs shall expressly waive, and each of the Class Members shall be deemed to have, and by
10 operation of the Judgment shall have, expressly waived any and all provisions, rights, and benefits
11 conferred by California Civil Code §1542 and any law of any state or territory of the United States, or
12 principle of common law, which is similar, comparable, or equivalent to California Civil Code §1542,
13 which provides:

14 **A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS WHICH**
15 **THE CREDITOR DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR**
16 **HER FAVOR AT THE TIME OF EXECUTING THE RELEASE, WHICH IF**
KNOWN BY HIM OR HER MUST HAVE MATERIALLY AFFECTED HIS OR
HER SETTLEMENT WITH THE DEBTOR.

17 Plaintiffs and Class Members may hereafter discover facts in addition to or different from those that any
18 of them now knows or believes to be true related to the subject matter of the Released Claims, but
19 Plaintiffs shall expressly and each Class Member, upon the Effective Date, shall be deemed to have, and
20 by operation of the Judgment shall have, fully, finally, and forever settled and released any and all
21 Released Claims, known or unknown, suspected or unsuspected, contingent or non-contingent,
22 disclosed or undisclosed, matured or unmatured, which now exist, or heretofore have existed upon any
23 theory of law or equity now existing or coming into existence in the future, including, but not limited to,
24 conduct that is negligent, intentional, with or without malice, or a breach of any duty, law or rule,
25 without regard to the subsequent discovery or existence of such different or additional facts. The
26 Settling Parties acknowledge, and Plaintiffs and the Class Members shall be deemed by operation of the
27 Judgment to have acknowledged, that the inclusion of "Unknown Claims" in the definition of Released
28

1 Claims was separately bargained for and is a key element of the settlement of which these releases are a
2 part.

3 4. I (We) hereby warrant and represent that I (we) have not assigned or transferred or
4 purported to assign or transfer, voluntarily or involuntarily, any matter released pursuant to this release
5 or any other part or portion thereof.

6 5. I (We) hereby warrant and represent that I (we) have included information about all of
7 my (our) transactions in Castlight Class B common stock which occurred during the relevant period as
8 well as the number of shares of Castlight Class B common stock held by me (us) at the close of trading
9 on April 1, 2015.

10 I (We) declare under penalty of perjury under the laws of the United States of America that all
11 of the foregoing information supplied on this Proof of Claim by the undersigned is true and correct.

12 Executed this _____ day of _____
13 (Month/Year)

14 in _____
15 (City) (State/Country)

16 _____
17 (Sign your name here)

18 _____
19 (Type or print your name here)

20 _____
21 (Capacity of person(s) signing,
22 e.g., Beneficial Purchaser,
23 Executor or Administrator)

24 **ACCURATE CLAIMS PROCESSING TAKES A**
25 **SIGNIFICANT AMOUNT OF TIME.**
26 **THANK YOU FOR YOUR PATIENCE.**

27 Reminder Checklist:

- 28
1. Please sign the above release and declaration.
 2. Remember to attach copies of supporting documentation.
 3. **Do not send** originals of certificates or other documentation as they will not be returned.
 4. Keep a copy of your claim form and all supporting documentation for your records.

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- 5. If you desire an acknowledgment of receipt of your claim form, please send it Certified Mail, Return Receipt Requested.
- 6. If you move, please send your new address to the address below.
- 7. **Do not use red pen or highlighter** on the Proof of Claim or supporting documentation.

THIS PROOF OF CLAIM MUST BE SUBMITTED ONLINE OR MAILED NO LATER THAN _____, 2016, ADDRESSED AS FOLLOWS:

Castlight Shareholder Litigation
Claims Administrator
c/o Gilardi & Co. LLC
P.O. Box 30223
College Station, TX 77842-3223
www.castlightshareholderlitigation.com

EXHIBIT A-3

1 ROBBINS GELLER RUDMAN
& DOWD LLP
2 SHAWN A. WILLIAMS (213113)
Post Montgomery Center
3 One Montgomery Street, Suite 1800
San Francisco, CA 94104
4 Telephone: 415/288-4545
415/288-4534 (fax)
5 - and -
6 JAMES I. JACONETTE (179565)
JEFFREY D. LIGHT (159515)
655 West Broadway, Suite 1900
7 San Diego, CA 92101-8498
Telephone: 619/231-1058
8 619/231-7423 (fax)

LABATON SUCHAROW LLP
JONATHAN GARDNER
GUILLAUME BUELL
140 Broadway, 34th Floor
New York, NY 10005
Telephone: 212/907-0700
212/818-0477 (fax)

9 Class Counsel for Plaintiffs

10
11 SUPERIOR COURT OF THE STATE OF CALIFORNIA
12 COUNTY OF SAN MATEO

13 In re CASTLIGHT HEALTH, INC.) Lead Case No. CIV533203
SHAREHOLDER LITIGATION)
14 _____) CLASS ACTION
15 This Document Relates To:)
SUMMARY NOTICE OF PROPOSED
16 ALL ACTIONS.) SETTLEMENT OF CLASS ACTION
_____)
EXHIBIT A-3

17
18 Assigned for All Purposes to the
Honorable Marie S. Weiner
19 Dept. 2
Date Action Filed: 04/02/15
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1 **TO: ALL PERSONS OR ENTITIES (“PERSONS”) THAT PURCHASED CASTLIGHT**
2 **HEALTH, INC. (“CASTLIGHT” OR THE “COMPANY”) CLASS B COMMON STOCK**
3 **PURSUANT OR TRACEABLE TO THE COMPANY’S REGISTRATION STATEMENT**
4 **IN CONNECTION WITH THE COMPANY’S MARCH 14, 2014 INITIAL PUBLIC**
5 **OFFERING ON OR BEFORE SEPTEMBER 10, 2014**

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

8 YOU ARE HEREBY NOTIFIED that a hearing will be held on _____, 2016, at _____.m.,
9 before the Honorable Marie S. Weiner at the Superior Court of California, County of San Mateo,
10 Department 2, Courtroom 2E, 400 County Center, Redwood City, CA 94063, to determine whether:
11 (1) the proposed settlement as set forth in the Stipulation of Settlement dated June 2, 2016
12 (“Stipulation”) of the above-captioned action (“Litigation”) for \$9,500,000 in cash should be approved
13 by the Court as fair, reasonable, and adequate; (2) to award Plaintiffs’ Counsel attorneys’ fees and
14 expenses out of the Settlement Fund (as defined in the Notice of Proposed Settlement of Class Action
15 (“Notice”), which is discussed below); (3) to pay Plaintiffs for their time and expenses they incurred in
16 representing the Class in this Litigation out of the Settlement Fund; and (4) the Plan of Allocation
17 should be approved by the Court as fair, reasonable, and adequate.

18 This Litigation is a securities class action brought on behalf of those Persons who purchased the
19 Class B common stock of Castlight pursuant or traceable to the Registration Statement issued in
20 connection with the Company’s March 14, 2014 initial public offering (“IPO”) on or before
21 September 10, 2014 (“Class Members”), against Castlight, certain of its key executives and directors,
22 and underwriters of Castlight’s IPO (collectively, “Defendants”) for allegedly misstating and omitting
23 material facts from the Registration Statement filed with the SEC in connection with the IPO, including,
24 among other things: allegedly failing to disclose in the Registration Statement that, at the time of the
25 IPO, Castlight was experiencing implementation delays, increased expenses and inability to maintain
26 pricing on its principal product. Defendants deny all of Plaintiffs’ allegations.

27 IF YOU PURCHASED CASTLIGHT CLASS B COMMON STOCK PURSUANT OR
28 TRACEABLE TO THE COMPANY’S REGISTRATION STATEMENT FILED WITH THE SEC IN
CONNECTION WITH THE COMPANY’S MARCH 14, 2014 IPO ON OR BEFORE

1 SEPTEMBER 10, 2014, YOUR RIGHTS WILL BE AFFECTED BY THE SETTLEMENT OF THIS
2 LITIGATION.

3 To share in the distribution of the Net Settlement Fund, you must submit a Proof of Claim by
4 mail (postmarked no later than _____, 2016) or electronically no later than _____, 2016. Your
5 failure to submit your Proof of Claim by _____, 2016, will subject your claim to rejection and
6 preclude your receiving any of the recovery in connection with the settlement of this Litigation. If you
7 are a Member of the Class and do not request exclusion, you will be bound by the settlement and any
8 judgment and release entered in the Litigation, including, but not limited to, the Judgment, whether or
9 not you submit a Proof of Claim.

10 If you have not received a copy of the Notice, which more completely describes the settlement
11 and your rights thereunder (including your right to object to the settlement or exclude yourself from the
12 Class), and a Proof of Claim form, you may obtain these documents, as well as a copy of the Stipulation
13 (which, among other things, contains definitions for the defined terms used in this Summary Notice)
14 and other settlement documents, online at www.castlightshareholderlitigation.com, or by writing to:

15 *Castlight Shareholder Litigation*
16 Claims Administrator
17 c/o Gilardi & Co. LLC
18 P.O. Box 30223
19 College Station, TX 77842-3223
20 Phone: 1-844-848-1253

21 Inquiries should NOT be directed to Defendants, the Court, or the Clerk of the Court. Inquiries
22 may also be made to a representative of Class Counsel:

23 **ROBBINS GELLER RUDMAN**
24 **& DOWD LLP**
25 Shareholder Relations
26 Rick Nelson
27 655 West Broadway, Suite 1900
28 San Diego, CA 92101
Phone: 1-800-449-4900
or
LABATON SUCHAROW LLP
Nicole Zeiss
Settlement Counsel
140 Broadway
New York, NY 10005
Phone: 1-888-219-6877

1 IF YOU DESIRE TO BE EXCLUDED FROM THE CLASS, YOU MUST SUBMIT A
2 REQUEST FOR EXCLUSION SUCH THAT IT IS POSTMARKED NO LATER THAN
3 _____, 2016, IN THE MANNER AND FORM EXPLAINED IN THE NOTICE. ALL
4 MEMBERS OF THE CLASS WHO HAVE NOT REQUESTED EXCLUSION FROM THE CLASS
5 WILL BE BOUND BY THE SETTLEMENT ENTERED IN THE LITIGATION EVEN IF THEY DO
6 NOT FILE A TIMELY PROOF OF CLAIM.

7 IF YOU ARE A CLASS MEMBER, YOU HAVE THE RIGHT TO OBJECT TO THE
8 SETTLEMENT, THE PLAN OF ALLOCATION, THE REQUEST BY PLAINTIFFS' COUNSEL
9 FOR AN AWARD OF ATTORNEYS' FEES AND EXPENSES, AND/OR THE PAYMENT TO
10 PLAINTIFFS FOR THEIR TIME AND EXPENSES. ANY OBJECTIONS MUST BE FILED WITH
11 THE COURT AND SENT TO CLASS COUNSEL BY _____, 2016, IN THE MANNER
12 AND FORM EXPLAINED IN THE NOTICE.

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14 DATED: _____

BY ORDER OF THE SUPERIOR COURT OF
CALIFORNIA, COUNTY OF SAN MATEO
HONORABLE MARIE S. WEINER

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DECLARATION OF SERVICE BY MAIL

I, the undersigned, declare:

1. That declarant is and was, at all times herein mentioned, a citizen of the United States and a resident of the County of San Diego, over the age of 18 years, and not a party to or interested party in the within action; that declarant's business address is 655 West Broadway, Suite 1900, San Diego, California 92101.

2. That on June 21, 2016, declarant served the ORDER PRELIMINARILY APPROVING SETTLEMENT AND PROVIDING FOR NOTICE by depositing a true copy thereof in a United States mailbox at San Diego, California in a sealed envelope with postage thereon fully prepaid and addressed to the parties listed below:

COUNSEL FOR PLAINTIFFS

Attorney	Email Address	Party Name
Shawn A. Williams Robbins Geller Rudman & Dowd LLP Post Montgomery Center One Montgomery Street Suite 1800 San Francisco, CA 94104 Telephone: 415/288-4545 415/288-4534 (fax)	shawnw@rgrdlaw.com	Firerock Global Opportunity Fund LP
James I. Jaconette Robbins Geller Rudman & Dowd LLP 655 West Broadway Suite 1900 San Diego, CA 92101 Telephone: 619/231-1058 619/231-7423 (fax)	jamesj@rgrdlaw.com	Firerock Global Opportunity Fund LP

<p>Guillaume Buell Jonathan Gardner Labaton Sucharow LLP 140 Broadway New York, NY 10005 Telephone: 212/907-0700 212/818-0477 (fax)</p>	<p>gbuell@labaton.com jgardner@labaton.com</p>	<p>Oklahoma Firefighters Pension and Retirement System</p>
<p>Jack G. Fruchter Abraham, Fruchter & Twersky, LLP One Pennsylvania Plaza, Suite 2805 New York, NY 10119 Telephone: 212/279-5050 212/279-3655 (fax)</p>	<p>jfruchter@aftlaw.com</p>	<p>Additional counsel for Firerock Global Opportunity</p>
<p>Lionel Z. Glancy Robert V. Prongay Casey E. Sadler Glancy Prongay & Murray LLP 1925 Century Park East Suite 2100 Los Angeles, CA 90067 Telephone: 310/ 201-9150 310/ 432-1495 (fax)</p>	<p>lglancy@glancylaw.com rprongay@glancylaw.com csadler@glancylaw.com</p>	<p>Additional Counsel for Robert Spencer Wright</p>
<p>Francis A. Bottini, Jr. Albert Y. Chang Yury A. Kolesnikov Bottini & Bottini, Inc. 7817 Ivanhoe Avenue Suite 102 La Jolla, CA 92037 Telephone: 858/ 914-2001 858/ 914-2003 (fax)</p>	<p>fbottini@bottinilaw.com achang@bottinilaw.com ykolesnikov@bottinilaw.com</p>	<p>Additional Counsel for Robert Kromphold</p>

COUNSEL FOR DEFENDANTS

Attorney	Email Address	Party Name
<p>Susan S. Muck Fenwick & West LLP 555 California Street San Francisco, CA 94104 Telephone: 415/875-2300 415/281-1350(fax)</p>	<p>smuck@fenwick.com</p>	<p>Castlight Health, Inc. Giovanni M. Colella John C. Doyle David Ebersman Robert P. Kocher Bryan Roberts</p>

Bradley Meissner Fenwick & West Llp 1191 Second Avenue, 10th Floor Seattle, WA 98101 Telephone: 206/389-4510	bmeissner@fenwick.com	Castlight Health, Inc. Giovanni M. Colella John C. Doyle David Ebersman Robert P. Kocher Bryan Roberts
Dean J. Kitchens Gibson Dunn & Crutcher LLP 333 South Grand Avenue Los Angeles, CA 90071 Telephone: 213/229-7416 213/229-6416(fax)	DKitchens@gibsondunn.com	Goldman, Sachs & Co. Morgan Stanley & Co., LLC

3. That there is a regular communication by mail between the place of mailing and the places so addressed.

I declare under penalty of perjury that the foregoing is true and correct. Executed on June 21, 2016, at San Diego, California.



JACLYN STARK