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Attorneys for Plaintiff
JENAE HEITKAMP

SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF SAN FRANCISCO

JENAE HEITKAMP, on behalf of herself,
and all aggrieved employees,

Plaintiff,

v.

BRIGHTSIDE HEALTH, INC., and DOES 1
through 50, inclusive,

Defendants.

Case No: CGC-25-626072

*Assigned to the Honorable
Jeffrey S. Ross, Dept. 613*

REPRESENTATIVE ACTION

**DECLARATION OF ROBERT W. SPENCER
IN SUPPORT OF MOTIONS FOR AN ORDER
APPROVING SETTLEMENT OF PAGA
ACTION AND DISMISSING ACTION WITH
PREJUDICE AND FOR AN ORDER
AWARDING ATTORNEYS' FEES AND
COSTS, ENHANCEMENT PAYMENT, AND
SETTLEMENT ADMINISTRATION FEES**

Date: October 9, 2026
Time: 9:00 a.m.
Dept. 613

Trial Date: TBD
Complaint filed: June 9, 2025

1 I, ROBERT W. SPENCER, declare as follows:

2 1. I am an attorney duly admitted to the practice of law in the State of California and
3 before this Court. I am a senior associate with the law firm Keller Grover LLP, co-counsel for
4 Representative Plaintiff Jenae Heitkamp in this action. I have personal knowledge of the facts
5 stated herein and, if called as a witness, I could and would testify competently to the facts set forth
6 below.

7 **Plaintiff's Counsel's Experience:**

8 2. **Eric A. Grover, Esq.'s Experience:** Between September 1988 and October 2005,
9 Eric A. Grover was first an associate and then a shareholder in the firm Littler Mendelson, P.C.
10 ("Littler"). Littler is the largest law firm in the United States specializing in labor and employment
11 law. During Mr. Grover's 17 years at Littler, he practiced extensively in all areas of labor and
12 employment law, including wage and hour law and class action defense. He also has extensive
13 litigation experience, including numerous arbitrations and trying a number of cases to verdict in
14 state and federal courts.

15 3. In the time Mr. Grover worked at Littler, he worked on many class action matters.
16 The following is a list of various class action matters for which Mr. Grover was the lead or co-
17 lead defense attorney:

- 18 a. *DLSE v. UI Video* (Blockbuster) (Alameda County) (Failure to provide uniforms.);
- 19 b. *Vickery, et al. v. Cinema Seven, Inc.* (San Francisco County) (Independent contractor
vs. employee status, overtime, minimum wage and expense reimbursement claims.);
- 20 c. *ILWU, et al. v. DMS Messenger Services, et al.* (San Francisco County) (Overtime,
21 minimum wage, expense reimbursement and waiting time penalties.);
- 22 d. *Shields, et al. v. Lyon's Restaurants* (San Diego County) (Manager
misclassification.);
- 23 e. *O'Donnell, et al. v. Starving Students Movers* (Marin County) (Overtime, minimum
24 wage and waiting time penalties.);
- 25 f. *Cross, et al. v. Compass* (Sacramento County) (Overtime and waiting time
26 penalties.);
- 27 g. *Flowers, et al. v. Starving Students Movers* (San Joaquin County) (Overtime,
28 minimum wage and waiting time penalties.);
- h. *Chen v. DMX Music, Inc.* (San Francisco County) (Improper chargebacks on
commission payments.);

- i. *Tiffany, et al. v. Hometown Buffet* (San Francisco County) (Manager misclassification.);
- j. *Leoni, et al. v. Jetsetter Express, Inc.* (San Joaquin County) (Manager misclassification.);
- k. *Solano v. Clark Pest Control* (Los Angeles County) (Technician/salesperson misclassification.);
- l. *Guglielmino, et al. v. McKee Foods Corp.* (USDC-ND) (Independent contractor vs. employee status.); and
- m. *Evets v. Guess?, Inc.* (San Francisco County) (Manager misclassification.).

4. Between October 2005 and the present, Mr. Grover has been practicing law at Keller Grover LLP. At Keller Grover, approximately 95% of Mr. Grover's time is spent representing plaintiffs in employment, privacy, and data breach class action matters. Mr. Grover is currently lead counsel or co-lead counsel on more than 15 different class and/or representative actions. Mr. Grover has been named Class Counsel in numerous recent class action matters, including:

- a. *Watson v. Ann Taylor Stores Corp.*,
Los Angeles County Superior Court Case No. BC342729;
- b. *Novak v. Retail Brand Alliance, Inc., et al.*,
Alameda County Superior Court Case No. RG 05-223254;
- c. *Jos. A. Banks Overtime Cases*,
Solano County Superior Court Case No. JCCP NO. 4479;
- d. *Cusimano v. Best Buy Stores, L.P.*,
Alameda County Superior Court Case No. RG 06-264187;
- e. *Lozoya v. PA Acquisition Corp., et al*,
Alameda County Superior Court Case No. RG 06-258395;
- f. *Krispy Kreme Overtime Cases*,
Alameda County Superior Court Case No. JCCP No. 4489;
- g. *Walgreens Overtime Cases*,
Los Angeles County Superior Court Case No. JCCP 4387;
- h. *Gring v. Claire's Boutique's, Inc.*,
Alameda County Superior Court Case No. RG 05-247759;
- i. *Greene v. Federated Retail Holdings, Inc.*
San Francisco County Superior Court Case No. CGC 06-449456;
- j. *Stermer v. L'Occitane, Inc.*,
San Francisco County Superior Court Case No. CGC 06-456056;
- k. *Wilde v. Catalina Restaurant Group, Inc. et al.*,
Los Angeles County Superior Court Case No. BC347513;

- 1 l. *Rogers v. Accentcare, Inc.*,
2 Alameda County Superior Court Case No. RG 05-237683;
- 3 m. *Fleming v. Dollar Tree Stores, Inc.*,
4 United States District Court, Northern District of California,
5 Case No. C06-cv-03409;
- 6 n. *Corrado v. Valero Services, Inc.*,
7 Alameda County Superior Court Case No. RG 07-322134;
- 8 o. *Stenroos v. Core-Mark International, Inc.*,
9 San Mateo County Superior Court Case No. CIV 451198;
- 10 p. *Ford v. Pilot Travel Centers LLC*,
11 United States District Court, Northern District of California,
12 Case No. C-07-cv-02715;
- 13 q. *Elsbury v. Pizza Hut of Southeast Kansas, Inc.*,
14 United States District Court, Eastern District of California
15 Case No. EDCV 07-00695;
- 16 r. *Brior v. AE Retail West LLC*,
17 San Francisco County Superior Court Case No. CGC 06-455422;
- 18 s. *Moore v. Genesco, Inc. et al.*,
19 Alameda County Case No. RG 06-270570;
- 20 t. *Stermer v. Ulta Salon, Cosmetics & Fragrance, Inc.*,
21 San Francisco County Superior Court Case No. CGC 08-427014;
- 22 u. *Lauzon v. Club Monaco U.S., LLC, Polo Retail, LLC, and Polo Ralph Lauren*
23 *Corporation*, San Francisco County Superior Court Case No. CGC 06-449963;
- 24 v. *Davenport v. Union Bank of California, N.A. and Unionbanc Investment Services*
25 *LLC*, United States District Court, Central District of California, Case No. 2:07-
26 cv-00001;
- 27 w. *Jacobs v. Les Schwab Tire Centers of California, Inc., et al.*,
28 San Francisco County Superior Court Case No. CGC 08-478372;
- x. *Daniel Arias v. Praxair Distribution, Inc., et al.*,
San Francisco County Case No. CGC 08-474506;
- y. *Flores, et al. v. Zale Delaware, Inc.*,
United States District Court, Northern District of California, Case No. 07-cv-
00539;
- z. *Payan et al. v. MetroPCS, Inc.*,
San Francisco County Superior Court Case No. CGC 08-476703;
- aa. *Njoku v. Ecko Direct, LLC*,
San Francisco County Superior Court Case No. CGC 07-469480;
- bb. *Wiggins v. Cingular Wireless Employee Services, LLC*,
San Francisco County Superior Court Case No. CGC 08-477763;
- cc. *Lee v. Marshalls of CA LLC*,
Alameda County Superior Court Case No. RG 07-337021;

- 1 dd. *Flores v. Cintas Corporation No. 2, Inc.*,
2 Los Angeles County Superior Court Case No. BC400422;
- 3 ee. *Drew v. HCR Manor Care Medical Services of Florida, LLC, et al.*,
4 San Francisco County Superior Court Case No. CGC 09-490181;
- 5 ff. *Ireland, et al. v. National Distribution Centers, L.P., et al.*,
6 San Francisco County Superior Court Case No. CGC 09-493709;
- 7 gg. *Lim-Hui v. Carter’s Retail, Inc.*,
8 San Francisco County Superior Court Case No. CGC 09-484456;
- 9 hh. *Sefton v. OshKosh B’Gosh, Inc.*,
10 San Francisco County Superior Court Case No. CGC 09-484496;
- 11 ii. *Murphy v. Check n’ Go of California, Inc.*,
12 San Francisco County Superior Court Case No. CGC 06-449394;
- 13 jj. *Wireless Advocates Wage and Hour Cases*,
14 Los Angeles County Superior Court Case No. JCCP 4600;
- 15 kk. *Matrix Service Wage and Hour Cases*,
16 Alameda County Superior Court Case No. JCCP 4610;
- 17 ll. *Sullivan v. Kelly Services, Inc.*,
18 United States District Court, Northern District of California
19 Case No. 08-cv-3893;
- 20 mm. *Strickland, et al. v. Timec Company, Inc., et al.*,
21 San Francisco County Superior Court Case No. CGC 10-501832;
- 22 nn. *Davis and Duke v. Plant Performance Services LLC, et al.*,
23 Alameda County Case No. RG 10-501301;
- 24 oo. *Jordan v. Directory Distributing Associates, Inc.*,
25 San Francisco County Superior Court Case No. CGC 10-500633;
- 26 pp. *Martin v. Total Safety U.S., Inc.*,
27 Alameda County Superior Court Case No. RG 10-533750;
- 28 qq. *Placer Title Company Wage and Hour Cases*,
Sacramento County Superior Court Case No. JCCP 4567;
- rr. *Martin, et al. v. Starcon International, Inc.*,
Contra Costa County Superior Court Case No. MSC10-01071;
- ss. *Meyer v. Irwin Industries, Inc.*,
ADRS Case No. 11-3844-RAH;
- tt. *Lazarin, et al. v. Total Western, Inc.*,
JAMS Case No. 1100067385;
- uu. *Potter v. Zale Delaware, Inc.*,
Alameda County Superior Court Case No. RG 10-548469;
- vv. *Canales, et al. v. Electrical & Instrumentation Unlimited of California, Inc.*,
Kern County Superior Court Case No. S-1500-CV-271947;

- 1 ww. *Schechter and Porter v. ISYS Solutions, Inc.*,
2 Alameda County Superior Court Case No. RG 10-550517;
- 3 xx. *Gomez v. Pizza Hut of Southeast Kansas, Inc.*,
4 San Bernardino County Superior Court Case No. CIVVS900679;
- 5 yy. *Hernandez v. Bodell Construction Company*,
6 Alameda County Superior Court Case No. RG12-624600;
- 7 zz. *Gilliam v. Matrix Energy Services, Inc.*,
8 Alameda County Superior Court Case No. RG11-592345;
- 9 aaa. *Tate v. Wyatt Field Services Co.*,
10 Alameda County Superior Court Case No. RG 10-522846;
- 11 bbb. *Becerra, et al. v. RadioShack Corporation*,
12 United States District Court, Northern District of California,
13 Case No. C-11-cv-03586;
- 14 ccc. *Vasquez, et al. v. Turnaround Welding Services, Inc.*,
15 Contra Costa County Superior Court Case No. MSC12-00340;
- 16 ddd. *Betten and Lafa v. Diamond Wireless, LLC*,
17 United States District Court, Central District of California,
18 Case No. 2:13-cv-02885;
- 19 eee. *Martin v. AltairStrickland LLC*,
20 Alameda County Superior Court Case No. RG11 575618;
- 21 fff. *Miller v. Southwest Airlines Co.*,
22 United States District Court, Northern District of California,
23 Case No. C-12-cv-5978;
- 24 ggg. *Nguyen v. Equilon Enterprises LLC*,
25 United States District Court, Northern District of California,
26 Case No. 4:12-cv-04650;
- 27 hhh. *Saunders v. StubHub Inc.*,
28 San Francisco County Superior Court Case No. CGC-12-517707;
- iii. *Oregel v. PacPizza, LLC*,
Contra Costa County Superior Court Case No. MSC12-01454;
- jjj. *Torres, et al. v. San Joaquin Community Hospital*,
JAMS Case No. 1220043288;
- kkk. *Hulsey v. San Joaquin Community Hospital*,
JAMS Case No. 1210030884;
- lll. *DeLeon, et al. v. NCR Corp.*,
San Bernardino County Superior Court Case No. CIVDS1403274;
- mmm. *Springer, et al. v. Stanford Hospital and Clinics, et al.*,
Los Angeles County Superior Court Case No. BC470522;
- nnn. *Ginn, et al. v. Certified Safety, Specialists LLC et al.*,
Contra Costa County Superior Court Case No. C11-0969;

- 1 ooo. *Clothier v. SPAR Marketing Services, Inc.,*
2 Alameda County Superior Court Case No. RG12-639317;
- 3 ppp. *St. Joseph Health System Medical Information Cases,*
4 Orange County Superior Court JCCP Case No. 4716;
- 5 qqq. *Everhart and Everhart v. Advantage Sales & Marketing, LLC,*
6 Alameda County Superior Court Case No. RG14-712100;
- 7 rrr. *Miller v. Hitachi America, Ltd.,*
8 San Mateo County Superior Court Case No. CIV 526430;
- 9 sss. *Johnson and Storey v. Mobility Plus Transportation LLC, et al.,*
10 San Francisco County Superior Court Case No. CGC-13-532872;
- 11 ttt. *Tripp and Solberg v. Crossmark, Inc., et al.,*
12 United States District Court, Northern District of California,
13 Case No. 3:12-cv-04818.
- 14 uuu. *McCabe, et al. v. Six Continents Hotels, Inc.,*
15 United States District Court, Northern District of California,
16 Case No. 12-cv-04818;
- 17 vvv. *Wheelock v. Hyundai,*
18 Orange County Superior Court, Case No. 30-2011-00522293;
- 19 www. *Roberts v. Wyndham Hotel and Resorts LLC, et al.,*
20 United States District Court, Northern District of California,
21 Case No. 5:12-cv-05083;
- 22 xxx. *Castillo, et al. v. Seagate Technology LLC,*
23 United States District Court, Northern District of California
24 Case No. 3:16-cv-01958;
- 25 yyy. *Halkola v. Fisher, Sand & Gravel Co.,*
26 Alameda County Superior Court, Case No. RG17844100;
- 27 zzz. *Ashlock, et al. v. Sunrun, Inc., et al.*
28 San Francisco County Superior Court CGC-17-557027;
- aaaa. *Spitzer v. FRHI Hotels and Resorts (Canada) Inc.,*
 San Bernardino County Superior Court Case No. CIVDS1712220;
- bbbb. *Matthews v. eHealthinsurance Services, Inc.,*
 Santa Clara County Superior Court Case No. 17CV305656;
- cccc. *Crowley, et al. v. Central Transport LLC,*
 San Bernardino Case No. CIVDS1604546;
- dddd. *Alfinito v. Loop Transportation,*
 San Francisco County Superior Court Case No. CGC-17-556677;
- eeee. *Rabanal v. P.F. Chang's China Bistro, et al,*
 Alameda County Case No. RG17851208;
- ffff. *Kindt and Pappas v. Aerovias de Mexico, S.A. de C.V., et al,*
 San Bernardino County Case No. CIVDS1809416;

- 1 gggg. *Duke v. Jacobs Engineering Group Inc., et al.*,
San Bernardino Superior Court Case No. CIVDS1703459;
- 2 hhhh. *O’Leary v. Youngevity International, Inc.*,
San Diego County Superior Court Case No. 37-2017-00045550;
- 3 iii. *Kindt v. Concesionaria Vuela Compañía de Aviación S.A.P.I. de C.V., et al.*,
Napa County Superior Court Case No. 19CV000373;
- 4 j. *Docter v. Accor Management US Inc.*,
San Joaquin County Superior Court Case No. STK-CV-UBT-2019-0000147;
- 5 kkkk. *Clothier v Spar Group, Inc.*,
Alameda County Superior Court Case No. RG18926494;
- 6 ll. *Pennywell-Foster v. IMKO Workforce Solutions, et al.*,
Sacramento County Superior Court Case No. 34-2019-00252683;
- 7 mmmm. *Stohs, et al. v. Samsonite Company Stores, LLC*,
Alameda County Superior Court Case No. RG19001392;
- 8 nnnn. *Casarez v. Chemtrade West US LLC*,
Alameda County Superior Court Case No. RG19008007;
- 9 oooo. *Butler v. Apple Inc.*,
Santa Clara County Superior Court Case No. 1-14-cv-262989;
- 10 pppp. *Gomez v. Pinnacle Workforce Logistics*,
San Bernardino County Superior Court Case No. CIVDS1804163;
- 11 qq. *Vilitchai, et al. v. Ametek Programmable Power, Inc.*,
San Diego County Superior Court Case No. 37-2015-00025968;
- 12 rrrr. *Madrid, et al. v. Golden Valley Health Centers*,
Merced County Superior Court Case. No. 20Cv-01484;
- 13 ssss. *Curtis v. Aegis Treatment Centers, LLC*,
Shasta County Superior Court Case No. 193712;
- 14 tttt. *Millay v. Napaidence OPCO, LLC*,
Napa County Superior Court Case. No. 19CV001903;
- 15 uuuu. *Gutierrez v. Brand Energy of California, Inc.*,
Alameda County Superior Court Case No. RG17846239;
- 16 vvvv. *Sica and Ellis v. Construction & Turnaround Services, L.L.C.*,
United States District Court, Northern District of California
Case No. 4:21-cv-0188;
- 17 www. *Zuckerbraun v. Flour Maintenance Serv., Inc.*,
Alameda County Superior Court Case No. RG20054385;
- 18 xxxx. *Clark-Alonso v. Southwest Airlines Co.*,
Merced County Superior Court Case No. 21 CV-02475
- 19 yyyy. *Zuckerbraun v. Flour Maintenance Serv., Inc.*,
Alameda County Superior Court Case No. RG20054385;
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- 1 *zzzz. Sica v Madison Industrial Serv. Team, Ltd Partnership,*
2 United States District Court, Northern District of California
 Case No. 4:20-cv-08347;
- 3 *aaaaa. Harrington v. Forbes Security, Inc.,*
4 San Francisco County Superior Court Case No. CGC-20-584155;
- 5 *bbbbb. Hernandez v. Chino Commercial Bank,*
 San Bernardino County Superior Court Case No. CIVDS1922849;
- 6 *ccccc. Ellis v. Harder Mechanical Contractors, Inc.,*
7 United States District Court, Northern District of California Case No. 21-cv-
 00844;
- 8 *ddddd. Harrington v. Creative Security Company, Inc.,*
 Alameda County Superior Court Case No. RG21095377;
- 9 *eeeee. Espinoza, et al. v. Dedicated Bldg. Serv. LLC,*
10 Los Angeles County Superior Court Case No. 20STCV03569
- 11 *fffff. Macomber v. Dermalogica, LLC,*
 San Diego County Superior Court Case No: 37-2020-00020451;
- 12 *ggggg. Alvarez, et al. v. Autozone, Inc.,*
13 San Bernardino Superior Court Case No. CIVDS1416344;
- 14 *hhhhh. Walter v. Farfetch.com US, LLC,*
 Orange County Superior Court Case No. 30-2020-01139875;
- 15 *iiiiii. Cascade Drilling Wage and Hour Cases,*
 Alameda County Superior Court Case No. RG21090743;
- 16 *jjjjj. Bush, et al. v. Dutch Bros., LLC,*
17 Merced County Superior Court, Case No. 22CV-01415;
- 18 *kkkkk. Hernandez v. Automated Harvesting, LLC,*
 Monterey County Superior Court, Case No. 22CV002717;
- 19 *lllll. Audycki v. Stanford Healthcare, a Corporation,*
20 Santa Clara County Superior Court Case No. 19CV347173;
- 21 *mmmmm. Collins v. National Insurance Inspection Services, Inc.,*
 Los Angeles County Superior Court Case No. 20STCV15619;
- 22 *nnnnn. Avalos v. AxleHire, Inc.,*
 Alameda County Superior Court Case No. 22CV020643;
- 23 *ooooo. Rahmat v. Aeroenlaces Nacionales S.A. de C.V.,*
24 Ventura County Superior Court Case No. 2023CUBT01235;
- 25 *ppppp. McKeehan v. 1-800-PACK-RAT, LLC,*
 San Diego County Superior Court Case No. 37-2022-00038509;
- 26 *qqqqq. Ellis, et al. v. ARB, Inc.,*
27 Contra Costa County Superior Court Case No. C 20-02183;
- 28 *rrrrr. Delgado v. Avalon-Villa Health Care, LLC,*
 Los Angeles County Superior Court Case No. 23STCV15615;

sssss. *Perez Ruiz v. Boise Cascade Company*,
Alameda County Superior Court Case No. 24CV069044;
ttttt. *Cole v. Xerox Corporation*,
Merced County Superior Court Case No. 24CV06565;
uuuuu. *Diaz v. SOS International LLC*,
Alameda County Superior Court Case No. 24CV069862; and
vvvvv. *Clarke v. Davita Medical Management, LLC, et al.*,
Los Angeles Superior Court Case No. 20STCV32416.

5. **Robert Spencer, Esq.’s experience:** I am a senior associate with Keller Grover LLP. I have spent my entire legal career, over 20 years, with Keller Grover LLP. Approximately 95% of my time is spent representing plaintiffs in employment, consumer, privacy, and data breach class and representative action matters. I have been named Class Counsel in many of the cases referred to above alongside Eric A. Grover, Esq. I will not repeat them here for the sake of brevity.

Factual and Procedural Background:

6. A true and correct copy of the Labor Code Private Attorneys General Act Settlement Agreement (the “Settlement Agreement”)¹ entered into by Plaintiff Brightside Health, Inc. (“Defendant”), is attached hereto as **Exhibit 1**. The Settlement Agreement is discussed below.

7. On April 2, 2025, pursuant to Labor Code § 2699.3’s exhaustion requirements, Plaintiff gave written notice of her PAGA claims to the LWDA and Defendant. Plaintiff filed the operative complaint on June 9, 2025 in San Francisco County Superior Court against Defendant alleging in PAGA claims under Labor Code §§ 2698, *et seq.*, based on alleged violations of Labor Code §§ 201, 202, 203, 204, 226(a), 226.2, 226.3, 226.7, 226.8, 423.5, 510, 1194, 1194.2, 1197, 1197.1, 1198, 1199, and 2802 and seeking penalties pursuant to Labor Code §§ 2699(f) and pursuant to what is now attorneys’ fees pursuant to Labor Code § 2699(k)(1). A true and correct copy of the April 2, 2025 exhaustion letter is attached hereto as **Exhibit 2**. A true and correct copy of the operative Representative Action Complaint for Penalties and Attorneys’ Fees is attached hereto as **Exhibit 3**.

¹ Unless noted otherwise, all capitalized terms shall have the same meaning as set forth in the Settlement Agreement.

1 8. Early in the litigation, Defendant requested an early evaluation conference pursuant
2 to Labor Code § 2699.3(f). The Parties then agreed to exchange additional informal discovery
3 prior to the early evaluation conference.² The Parties subsequently exchanged additional informal
4 discovery, including information and documentation concerning the claims set forth in the
5 Litigation and information regarding the number of PAGA Group members and the total pay
6 periods for which services were performed by the PAGA Group during the PAGA Release Period.

7 9. Defendant produced information and documentation relevant to the PAGA claims,
8 including that there are approximately 139 individuals who meet the PAGA Group definition who
9 worked approximately 1,422 pay periods during the PAGA Release Period. That documentation
10 along with other relevant data obtained by Plaintiff's Counsel's independent investigation enabled
11 Plaintiff to evaluate the PAGA claims in preparation for the early evaluation conferences.

12 10. On January 7, 2026, the Parties participated in a formal Early Evaluation
13 Conference before the Honorable Brian L. Ferrall, as well as a follow-up session on January 13,
14 2026, during which the Parties engaged in good faith, arm's-length negotiations. With Judge
15 Ferrall's assistance, the Parties were able to resolve the PAGA claims, subject to the Court's
16 approval.

17 11. Through their counsel, the Parties have set forth all the terms of the PAGA
18 settlement in a more detailed, formalized Settlement Agreement, which Plaintiff is submitting to
19 the Court for approval.

20 **Plaintiff's Counsel's work litigating and settling this action:**

21 12. Prior to the filing of this action, I and other attorneys at Keller Grover LLP
22 expended time and effort in investigating and researching Plaintiff's potential Labor Code claims
23 and preparing this case for litigation. Pursuant to Labor Code § 2699.3's exhaustion requirements,
24 on Plaintiff's behalf, I drafted and provided written notice of each Plaintiff's PAGA claims to the
25 LWDA and Defendant. After receiving no response from the LWDA in the statutory period, I and
26 other attorneys at my firm drafted and filed the operative complaint.

27 _____
28 ² Plaintiff's Counsel drafted written discovery, however it was not propounded due to the Court
issuing a stay associated with Defendant's request for an early evaluation conference.

1 13. Early in the litigation, Defendant requested an early evaluation conference. In
2 preparation for the early evaluation conference, the Parties agreed to exchange relevant
3 information and documents informally. I and other attorneys at Keller Grover LLP reviewed and
4 analyzed information and documentation that Defendant provided, including documentation and
5 information relevant to the claims alleged in the operative complaint, such as the number aggrieved
6 employees and total pay periods at issue. The information and data, as well as information gathered
7 independently by Plaintiff's Counsel, were sufficient to enable Plaintiff's Counsel to assess
8 Defendant's policies and practices regarding classification of therapists, payment, rest breaks,
9 termination pay, other relevant pay and wage statement practices and to tabulate the total number
10 of pay periods at issue and identify the approximate total number of individuals falling within the
11 definition of the PAGA Group during the PAGA Release Period.

12 14. Armed with the information obtained from the informal discovery, the Parties
13 participated in two early evaluation conferences with Honorable Brian L. Ferrall on January 7 and
14 13, 2026, during which Plaintiff's Counsel engaged in arm's length negotiations with Defense
15 Counsel. At the evaluation conferences, with Judge Ferrall's assistance, the Parties were able to
16 reach a tentative settlement and agreed to settle the entire action, subject to approval by the Court.
17 Our experience in litigating similar representative PAGA actions based on wage and hour claims,
18 the degree of investigation that we conducted, and the amount of data obtained from Defendant
19 made it possible for us to determine the potential value and evaluate the strength of the PAGA
20 claims when negotiating the settlement

21 15. Following the evaluation conferences, I drafted the Settlement Agreement. I
22 negotiated and finalized the details of the Settlement Agreement with Defense Counsel. All terms
23 of the Parties' settlement are set forth in the Settlement Agreement, which is **Exhibit 1**.

24 16. After the Settlement Agreement was finalized, I and attorneys at my firm spent time
25 drafting the motion for approval of the PAGA settlement and drafting the motion seeking an award
26 of attorneys' fees and costs, settlement administration fees and Plaintiff's enhancement award. I
27 have also spent time communicating with Defense Counsel and the Parties' selected Settlement
28 Administrator regarding settlement administration issues. Further, I expect that my office will

1 spend additional time working with the Settlement Administrator, speaking with PAGA Group
2 members, finalizing and filing this motion, and preparing for and attending the hearing.

3 **Plaintiff's Counsel's Assessment of the Settlement's Fairness:**

4 17. Based on my years of experience and my own independent investigation and
5 evaluation, I am of the opinion that settlement for the consideration and on the terms set forth in
6 the Settlement Agreement is fair, reasonable, and adequate and it is in the best interests of the
7 LWDA and the PAGA Group in light of all known facts and circumstances, controlling case law,
8 and the expenses and risks inherent in litigation.

9 18. The Settlement Agreement defines the PAGA Group as "All individuals who were
10 engaged as independent contractors by Defendant in California during the PAGA Period and who
11 fall within the scope of the violations alleged in the LWDA Notice." The "PAGA Release Period"
12 is defined as the period from and including April 2, 2024 through January 7, 2026, inclusive.
13 Defendant has identified approximately 139 PAGA Group members who worked approximately
14 1,422 pay periods during the PAGA Release Period.

15 19. The Parties have selected Phoenix Settlement Administrators ("Phoenix") to serve
16 as Settlement Administrator and expect the settlement administration to cost no more than \$4,000.

17 20. The Settlement Agreement achieves a substantial benefit for the LWDA and the
18 PAGA Group members. The Settlement Agreement provides that, to settle this matter, Defendant
19 will pay a total of \$195,000 (the "Settlement Amount"). If all requests are approved, the estimated
20 total sum available for payment of PAGA penalties is calculated by deducting up to \$64,993.50
21 for the payment of Plaintiff's Counsel's fees and \$2,472.07 in actual litigation costs, a \$5,000
22 enhancement payment to the PAGA Representative Plaintiff, and administration costs of \$4,000
23 from the \$195,000 Settlement Amount, leaving \$118,234.43 (the "Net Settlement Amount") to be
24 distributed to the LWDA and the PAGA Group members. As required by Labor Code § 2699(m),
25 the Settlement Agreement provides that 65% of the Net Settlement Amount (\$74,404.22) will be
26 paid to the LWDA and 35% (\$41,382.05) will be paid to the PAGA Group (*i.e.*, the aggrieved
27 employees).

28 21. Pursuant Labor Code § 2699(m), the approximately \$76,852.38 to be paid to the

1 LWDA will be used for education and enforcement purposes.

2 22. PAGA Group members do not need to submit a claim to receive a settlement
3 payment. The PAGA Group members will divide their portion based on the formula set forth in
4 the Settlement Agreement, which, in summary, provides that the portion of the Net Settlement
5 Amount to be distributed to the PAGA Group (*i.e.*, 35% of the Net Settlement Amount) shall be
6 divided by the total number of full pay periods which the PAGA Group performed services for
7 Defendant during the PAGA Release Period, with partial pay periods rounded up to the next whole
8 number and as determined by Defendant's records. This amount shall be known as the "Pay Period
9 Value." Each member of the PAGA Group shall be paid an amount equal to the number of
10 individual pay periods he or she performed services for Defendant during the PAGA Release
11 Period multiplied by the Pay Period Value. On average, each PAGA Group member will receive
12 approximately \$297.71 ($\$41,382.05/139 = \$297.71$).

13 23. The settlement provides that Phoenix will send notice of the settlement to the
14 PAGA Group (*see Exhibit 1*, Settlement Agreement Exhibit A), even though notice is not required
15 in settlements of PAGA actions and aggrieved employees are not entitled to opt out of the
16 settlement.³ The settlement requires Defendant to provide the Settlement Administrator with the
17 following information for each PAGA Group member: name, last known home address, number
18 of pay periods that the PAGA Group member worked, and social security number (collectively
19 referred to as the "PAGA List") no later than no later than 21 calendar days after the Effective
20 Date. After updating the PAGA List, the Settlement Administrator will mail the Notice and the
21 Individual Settlement Payment check to each member of the PAGA Group no later than 28
22 calendar days after the Settlement Administrator receives the full Settlement Amount.

23 24. Under the settlement terms, for any Individual Settlement Payment check that is
24 returned as undeliverable, the Settlement Administrator shall promptly attempt to locate the PAGA
25 Group member by performing an additional skip-trace and shall remail the Individual Settlement
26

27 ³ See *e.g.*, *Turrieta v. Lyft, Inc.* (2021) 69 Cal.App.5th 955, 974 ("PAGA has no notice requirements
28 for unnamed aggrieved employees, nor may such employees opt out of a PAGA action."); *Baumann*
v. Chase Inv. Servs. Corp. (9th Cir. 2014) 747 F.3d 1117, 1122 (same).

1 Payment check. If the Settlement Administrator is unable to obtain a valid mailing address for a
2 returned check through this process, after the check void date, the Settlement Administrator will
3 send the monies represented by the check to the LWDA.

4 25. The funds represented by settlement checks that remain uncashed 150 days after
5 issuance will be remitted to the California's unclaimed property fund in the name of the applicable
6 PAGA Group member.

7 26. I am of the opinion that the Settlement and its distribution of approximately
8 \$76,852.38 to the LWDA and \$41,382.05 to the PAGA Group is fair, reasonable, and adequate,
9 given the inherent risk of continued litigation and the costs of pursuing such litigation.

10 27. The fairness, reasonableness, and adequacy of the settlement is demonstrated by
11 the significant uncertainty and risks that Plaintiff will be unable to ultimately prevail on the merits.
12 Defendant adamantly disputes that its practices regarding classification, pay, rest break,
13 termination pay and wage statement practices violated any Labor Code provisions. If Defendant
14 succeeded in any of its defenses, recovery for the LWDA and the PAGA Group will be
15 significantly reduced or even eliminated.

16 28. Defendant has argued that, even if the Plaintiff succeeds on the merits, it will be
17 able to convince the Court to reduce the amount of PAGA penalties awarded, which Plaintiff
18 recognizes is a substantial risk as courts have authority to set PAGA penalty amounts under Labor
19 Code § 2699(e)(2). Labor Code § 2699(e)(2) provides that the court sets the amount of PAGA
20 penalties after trial. In setting the penalties to be assessed, court have wide latitude.⁴ The
21 following are examples of cases where courts awarded substantially reduced PAGA penalties:

- 22
- 23 • *Fleming v Covidien, Inc.*, No. ED CV10-01487 RGK (OPx), 2011 U.S. Dist.
24 LEXIS 154590, at *8-9 (C.D. Cal. Aug. 12, 2011) (of \$2,800,000 PAGA
25 penalties requested, the court awarded \$500,000);
 - *Elder v Schwan Food Co.*, No. B238876, 2013 Cal. App. Unpub. LEXIS 1472,

26 ⁴ See e.g., *Magadia v. Wal-Mart Assocs.* (N.D. Cal. 2019) 384 F. Supp. 3d 1058, 1100, 1104,
27 *vacated in part, reversed in part on other grounds and remanded by* (9th Cir. 2021) 999 F.3d 668,
28 (finding that, under Labor Code § 2699(e)(2), "the Court has broad discretion to award PAGA
penalties as the Court sees fit" and reducing the PAGA penalty award significantly from the
maximum penalties possible).

at *7, 11, 19 (Feb. 27, 2013) (the court affirmed a reduced award of \$2,500 individual PAGA civil penalty);

- *Aguirre v Genesis Logistics*, No. SACV 12-00687-JVS (ANx), 2013 U.S. Dist. LEXIS 189820, at *6-7 (C.D. Cal. Dec. 30, 2013) (of \$1,800,000 PAGA penalties requested, the court awarded \$500,000);
- *Halevi v Aroma Bakery Café, Inc.*, Los Angeles County Superior Court No. 468146 (Aug. 30, 2013) (the court declined to award PAGA penalties after trial awarding wages to class on basis that action was not prompted by availability of PAGA penalties, penalties were not necessary to remedy ongoing or future violations, because corporate defendants corrected violations and were no longer in business, inequity would result from awarding penalties only to employees who opted out of class, and plaintiffs did not offer evidence establishing imposition of penalties on individual defendants would not be confiscatory);
- *Makabi v Gedalia*, No. B261005, 2016 Cal. App. Unpub. LEXIS 1489, at *6-7 (Mar. 2, 2016) (noting that the trial court found in favor of plaintiffs on Labor Code violation claims, but declined to award any PAGA penalties);
- *Arnold v San Diego Second Chance Program*, San Diego County Superior Court No. 37-2016-00018375 (Dec. 18, 2017) (no PAGA penalties awarded);
- *Felczer v Apple Inc.*, San Diego County Superior Court No. 37-2011-00102593 (Sept. 13, 2017) (no PAGA penalties awarded);
- *Morales v Peck Jeep Eagle, Inc.* (San Diego County Superior Court No. 37-2012-00103823, Oct. 24, 2016) (PAGA penalties of \$80,400.00 awarded);
- *Allen v American Multi-Cinema*, Alameda County Superior Court No. RG11585502 (July 24, 2016) (no PAGA penalties awarded);
- *Atempa v Pama*, San Diego County Superior Court (July 31, 2015) (of PAGA penalties of \$456,133 sought, the court awarded \$197,434.00);
- *Banford v American Gen. Life*, Santa Barbara County Superior Court No. CIV-DS1017566 (Feb. 24, 2015) (PAGA penalties of \$99,000.00 assessed);
- *Parr v GoldenState*, Alameda County Superior Court No. RG12-618103 (July 10, 2014) (PAGA penalties of \$325,835.00 assessed);
- *Driscoll v Granite Rock*, Santa Clara County Superior Court No. 1-08-cv-103426 (Sept. 20, 2011) (the court declined to award PAGA penalties);
- *In re Taco Bell Wage and Hour Actions*, (E.D. Cal. Apr. 8, 2016) No. 1:07-cv-01314-SAB, 2016 U.S. Dist. LEXIS 48557, at *41 (the court declined to award PAGA penalties after trial);
- *Morales v Bridgestone Retail Operations LLC*, Orange County Superior Court No. 30-2017-00900244 (Aug. 2, 2018) (of \$7 million PAGA penalties requested, the court awarded \$425,000);
- *Carrington v Starbucks Corp.* (2018) 30 Cal.App.5th 504, 517, 529 (of \$75 million in penalties sought, the court affirmed the trial court's \$150,000 PAGA penalty award based on 30,000 violations, which reduced the penalty rate to \$5

per violation); and

- *Magadia v Wal-Mart Assocs.*, *supra*, 384 F. Supp. 3d at 1073, 1080, 1101, 1103-04, 1111, (the district court awarded \$53,901,700 in total PAGA penalties, including \$48,046,000 of \$131,427,750 penalties sought for Labor Code §226(a)(9) wage statement violations; \$5,785,700 of \$28,928,500 sought for Labor Code § 226(a)(6) final pay statement violations; and \$70,000 of requested \$821,400 for Labor Code § 226.7 missed meal period violations; also decertifying meal period regular rate claim class).

Plaintiff's Enhancement Award:

29. It is appropriate to recognize the contributions of the PAGA representative Plaintiff in prosecuting this litigation. I am of the opinion that it is fair and reasonable that Plaintiff Heitkamp receive a \$5,000 service award. Plaintiff was an essential element in the successful prosecution and ultimate settlement of this PAGA case and has always made herself available during this litigation to provide evidence and other information important to the prosecution. She has also provided a general release of her claims.

30. The proposed enhancement award is fair given the amount of time and effort Plaintiff spent assisting in the prosecution of this case and the personal hardship and pressure faced because of filing this lawsuit against her former employer. If the Court approves the settlement, Plaintiff's work bringing this representative PAGA action will result in substantial monetary benefits for the LWDA and the PAGA Group. The Plaintiff has provided a declaration outlining her efforts on behalf of the LWDA and the PAGA Group.

Plaintiff's Counsel's Fee and Costs Request:

31. What is now Labor Code § 2699(k)(1) provides for reasonable attorneys' fees and costs in a PAGA action. Plaintiff's Counsel is seeking a total award of \$64,993.50 fees and \$2,772.07 in out-of-pocket costs from the Settlement Amount that Defendant is required to pay to settle this action. The amount sought is reasonable because it is within the range for fee awards in similar wage and hour-related settlements and considering the risks Plaintiff's Counsel undertook in accepting this case given its contingent nature, the quality of the representation provided to the LWDA and PAGA Group, the results achieved, and the preclusion of other employment, as discussed below.

32. The fee request also is supported by a lodestar cross-check. As discussed further below, the combined lodestar of Keller Grover LLP is approximately \$113,420 and the combined loadstar of co-counsel Law Offices of Alex P. Katofsky, A Professional Corporation is \$12,000. The total for both firms with expected additional time spent is \$8,000. A true and correct copy of Keller Grover LLP's time records are attached hereto as **Exhibits 4-6**.

33. Through July 7, 2026, attorneys at Keller Grover LLP have spent over 138 hours litigating this case engaged in the litigation activities discussed above, along with other necessary tasks required to litigate this case. Plaintiff's Counsel expects to spend at least another 10 hours finalizing this motion, attending the approval hearing, and dealing with settlement administration issues. A bullet-point summary of some of the necessary tasks engaged in by Keller Grover LLP is below:

- Interviewed Plaintiff and reviewed documents and researched her potential claims.
- Researched and drafted the LWDA exhaustion letter.
- Researched and drafted the complaint.
- Drafted written discovery (did not propound because case stay due to early evaluation conference).
- Worked with Defense Counsel to obtain data for the early evaluation conferences.
- Prepared an early evaluation conference statement and related materials, as well as a supplemental statement.
- Reviewed materials provided by Defendant in connection with the evaluation conferences.
- Engaged in substantial preparation for the evaluation conferences.
- Attended the evaluation conference sessions.
- Drafted the Settlement Agreement and related exhibits.
- Engaged with Defense Counsel in detailed discussions regarding the terms of the Settlement Agreement and related exhibits.
- Drafted the motion for PAGA approval and motion for award of fees and costs.

34. The following chart summarizes the hours expended by Plaintiff's Counsel at Keller Grover LLP in connection with this litigation through February 7, 2025:

NAME	POSITION	BAR ADMISSION	RATE	HOURS ⁵	BILLING
Eric A. Grover	Partner	1988	\$1075	10.40	\$11,180.00
Elizabeth Acevedo	Sr. Associate	2003	\$800	13.10	\$10,480.00
Robert Spencer	Sr. Associate	2005	\$800	114.70	\$91,760.00
Total Lodestar:					\$113,420.00

35. The rates used to calculate our attorneys' fees in this case are our 2026 rates. Keller Grover LLP's partners periodically establish hourly rates for all billable personnel in the firm. Keller Grover LLP's partners set the rates based on their regular and on-going monitoring of prevailing market rates in the San Francisco Bay Area for attorneys of comparable skill, experience, and qualifications. In doing so, they obtain information concerning market rates from other attorneys in the area who perform comparable litigation, including the prosecution or defense of complex and/or class action litigation, from conversations with attorneys who are involved in fee litigation, from reviewing fee applications that are submitted in other cases (which report the billing rates of attorneys practicing in other firms), and the orders approving or disapproving them. Keller Grover LLP's partners set the billing rates for our firm to be consistent with prevailing market rates in the private sector in the Bay Area for attorneys of comparable skill, qualifications and experience, but not at the higher or most aggressive end of the spectrum despite our belief that our work product and efficiency and general quality of representation is at the upper end of that continuum.

36. Mr. Grover's reasonable hourly rate for this matter is \$1,075 per hour. This rate is based on his 34 years of experience and substantial involvement in class actions, including serving as lead or co-lead counsel in scores of employment, consumer, data breach, and privacy class and representative actions. *See also*, ¶¶ 2-4.

⁵ In an exercise of billing judgment, time entries have been rounded down and other time entries eliminated.

37. Elizabeth A. Acevedo, Esq. is a 2003 graduate of the University of Southern California Gould School of Law and, throughout her career, has represented plaintiffs in employment, consumer, privacy and securities class actions. Ms. Acevedo worked at Keller Grover for approximately 12 years through 2019 and continued to work for the firm in an Of Counsel capacity until she recently returned full-time to the firm. Ms. Acevedo's current reasonable hourly rate is \$800.

38. I am a 2005 graduate of the Loyola Law School of Los Angeles. I have spent my entire career at Keller Grover LLP and specializes in representing plaintiffs in consumer, privacy, and employment class and representative actions. My current reasonable hourly rate is \$800. See also, ¶ 5.

39. The lodestar of Keller Grover LLP through July 7, 2026 is \$113,420. Keller Grover expects to incur another \$8,000. in fees for a total final lodestar of \$121,420, an amount that represents a negative multiplier of Approximately 0.53. Adding in the additional loadstar of \$12,000 reflecting time spent by co-counsel Law Offices of Alex P. Katofsky, A Professional Corporation,⁶ the combined loadstar of the two firms is \$133,420. This represents a negative multiplier of approximately 0.49.

40. Plaintiff's Counsel's expertise representing California employees in representative and class actions was crucial to negotiating a settlement with Defendant and obtaining a good monetary result for the PAGA Group and the State. Also, Plaintiff's Counsel undertook the risk of litigating this case on a contingency basis. Plaintiff's Counsel has financed the litigation and was prepared to continue to do so through trial and any subsequent appeals.

41. Contingent Nature of Case and Risk to Counsel: This case was taken on a contingency basis and is not a case undertaken lightly. The risk of advancing costs in this type of litigation can be quite a burden.

42. Even with Plaintiff's Counsel's extensive experience litigating wage and hour cases, prosecuting these cases still carries a considerable amount of risk. This case involved

⁶ Declaration of Alex P. Katofsky in Support of Motion for Court Approval of the Parties' PAGA Settlement ("Katofsky Decl.") (filed concurrently herewith), at ¶ 4.

1 significant uncertainty and risk in ultimately not prevailing on the merits. Defendant disputes
2 Plaintiff's ability to prove that it violated the Labor Code provisions underlying her PAGA claims
3 and raised what it considers to be substantial defenses to the PAGA claims. Also, even if Plaintiff
4 prevailed on the merits, Labor Code § 2699(e)(2) allows the Court to award penalties of less than
5 the maximum set forth in the statute. Continued litigation of this action presents significant risks
6 that this action could result in a lower recovery or no recovery at all.

7 43. Quality of Representation and Results Achieved: The nature of class and
8 representative action work and the expertise of the attorneys at Keller Grover also justify the fees
9 requested. I and the attorneys who worked on this case have expertise in representing employees
10 in similar representative and class actions based on wage and hour violations and have provided
11 the LWDA and PAGA Group with an exceptional quality of representation.

12 44. Because of that experience, we were able to resolve the action fairly and obtain
13 significant monetary benefits to the LWDA and reasonable monetary benefits to the PAGA Group
14 members. The Settlement Agreement benefits the State by providing that approximately
15 \$74,404.22 will be paid to California's LWDA. PAGA Group members also each will receive, on
16 average, an Individual Settlement Payment of \$297.71. The success achieved by the settlement
17 supports the fee request.

18 45. Preclusion of Other Work: A practice like ours can only properly litigate a limited
19 number of cases at one time. The requirements of this case were significant. Had we not reached
20 a settlement with Defendant, the demands of continuing to litigate this case through trial would
21 have required a significant portion of our resources. Thus, we were precluded from taking other
22 cases due to the demands of this case.

23 46. Fee Sharing Among Counsel: In its order dated June 3, 2026, the Court ordered
24 Plaintiff's Counsel to file a copy of their fee sharing agreement. A true and correct copy of the fee
25 sharing agreement is attached hereto as **Exhibit 7**. The fee sharing agreement holds that the Law
26 Offices of Alex P. Katofsky shall be paid a referral fee of 33.33% of the total attorney's fees
27 collected with respect to this case. The remainder goes to Keller Grover LLP.

28 **Plaintiff's Counsel's Costs:**

47. Keller Grover LLP's costs to date are \$2,472.07 and include filing fees, legal research fees, service fees, printing costs, and mailing charges. These costs were reasonably incurred in litigating this matter. Keller Grover LLP expects to incur additional costs of approximately \$300 through the rest of the case, including additional filing fees, service fees, and mailing costs. A true and correct copy of an itemized list of costs incurred by Keller Grover to date in this action is attached hereto as **Exhibit 8**. Additionally, the Court should be aware Plaintiff's co-counsel Law Offices of Alex P. Katofsky, A Professional Corporation has not incurred any costs.⁷ The combined costs of Keller Grover LLP and Law Offices of Alex P. Katofsky, A Professional Corporation, including the \$300 in expected future costs Keller Grover LLP expects to incur, totals \$2,772.07.

48. Plaintiff's Counsel therefore is seeking the Court's approval of \$2,772.07 in costs.

49. Thus, Plaintiff's Counsel is seeking \$64,993.50 in attorneys' fees and \$2,772.07 in costs, for a total of \$67,765.57.

Settlement Uploaded to LWDA

50. Concurrently with the submission of the Settlement Agreement to the Court, Plaintiff is submitting the settlement to the LWDA as required by Labor Code § 2699(l)(2). On July 17, 2026 I personally uploaded the following documents to the LWDA website: 1) Notice of Motion and Motion for an Order Approving Settlement of PAGA Action and Dismissing Action with Prejudice, 2) Memorandum of Points and Authorities in Support of Motion for an Order Approving Settlement of PAGA Action and Dismissing Action with Prejudice, 3) Notice of Motion and Motion for an Order Awarding Attorneys' Fees and Cost, Enhancement Payments, and Settlement Administration Fees, 4) Memorandum of Points and Authorities in Support of Motion for an Order Awarding Attorneys' Fees, Costs, Enhancement Payment, and Settlement Administration Fees, 5) the parties' Labor Code Private Attorneys General Act Settlement Agreement, 6) the proposed order, 7) Declaration of Plaintiff Jenae Heitkamp, 8) Declaration of

⁷ Katofsky Dec. at ¶ 5.

Alex P. Katofsky in Support of Motion for Court Approval of the Parties' PAGA Settlement, and
9) this declaration.

I declare under penalty of perjury under the laws of the State of California and the United
States that the foregoing is true and correct, and that this Declaration was executed on this
17th day of July 2026 at San Francisco, California.

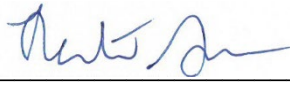

ROBERT SPENCER

EXHIBIT 1

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Attorneys for Defendant
BRIGHTSIDE HEALTH, INC.

SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF SAN FRANCISCO

JENAE HEITKAMP, on behalf of herself, and)
all aggrieved employees,)

Plaintiff,)

v.)

BRIGHTSIDE HEALTH, INC., and DOES 1)
through 50, inclusive,)

Defendants.)

Case No: CGC-25-626072

Assigned to the Honorable
Jeffrey S. Ross, Dept. 613

REPRESENTATIVE ACTION

LABOR CODE PRIVATE ATTORNEYS
GENERAL ACT SETTLEMENT
AGREEMENT

Complaint Filed: June 9, 2025
Dept: 613

This Labor Code Private Attorneys General Act (Labor Code §§ 2698, *et seq.*) Settlement Agreement (“Settlement Agreement”) is made by and between JENAE HEITKAMP (“Plaintiff”), on her own behalf and on behalf of all members of the PAGA Group (as defined below) and the State of California, on the one hand, and BRIGHTSIDE HEALTH, INC. (“Defendant”) on the other hand (collectively the “Parties”), in the lawsuit entitled *Heitkamp v. Brightside Health, Inc.* filed in San Francisco Superior Court, Case No. CGC-25-626072. This Settlement Agreement resolves all claims under the California Labor Code Private Attorneys General Act of 2004 (“PAGA”), Labor Code §§ 2698, *et seq.*, based on or arising out of alleged violations of the Labor Code, including all claims that were or could have been alleged in the LWDA Notice based on the facts and theories expressly stated therein, and the Labor Code sections identified therein.

I. RECITALS

WHEREAS, Plaintiff submitted a notice to the California Labor and Workforce Development Agency (“LWDA”) dated April 2, 2025 (the “LWDA Notice”), alleging violations of the California Labor Code arising out of the alleged misclassification of certain “independent contractor therapists”;

WHEREAS, after expiration of the applicable statutory notice period, Plaintiff filed the action entitled *Jenae Heitkamp v. Brightside Health, Inc.*, Case No. CGC-25-626072, pending in the Superior Court of California, County of San Francisco (the “Litigation”), asserting representative claims under PAGA;

WHEREAS, Defendant denies all allegations of wrongdoing, denies that any worker was misclassified, denies that any Labor Code violation occurred, and denies that any civil penalties are owed;

WHEREAS, the Parties participated in two Early Evaluation Conferences before the Honorable Brian L. Ferrall, exchanged information sufficient to evaluate the strengths and weaknesses of the claims and defenses, and thereafter engaged in meaningful, arm’s-length settlement negotiations;

WHEREAS, the Parties recognize that classification issues can involve fact-intensive and individualized inquiries, and that continued litigation would require substantial additional time, expense, and use of judicial and agency resources;

WHEREAS, Defendant represents that it takes compliance obligations seriously and has evaluated the policies and practices implicated by the allegations in the Action, without admitting that any change was or is legally required;

WHEREAS, the Parties desire to resolve the representative PAGA claims asserted in the Action in a manner they believe is fair, adequate, and reasonable, while avoiding the uncertainty, burden, and expense of further litigation;

WHEREAS, the Parties further intend that this Agreement resolve only the case-specific representative PAGA dispute presented in the Action and not be used as a benchmark, valuation model, admission, or precedent in any other matter;

NOW, THEREFORE, in consideration of the mutual covenants, promises, and agreements set forth herein, the Parties agree as follows:

II. DEFINITIONS

A. ADMINISTRATIVE COSTS. The term “Administrative Costs” as used herein means all administrative costs of settlement, including cost of notice to the PAGA Group, administration, and any fees and costs incurred or charged by the Settlement Administrator in connection with the execution of its duties under this Settlement Agreement.

B. AGREEMENT OR SETTLEMENT AGREEMENT. The terms “Agreement” or “Settlement Agreement” are used synonymously herein to mean this Labor Code Private Attorneys General Act (Labor Code §§ 2698, *et seq.*) Settlement Agreement.

C. COURT. The term “Court” as used herein means the Superior Court of the State of California for the County of San Francisco.

D. DEFENDANT. The term “Defendant” as used herein means Brightside Health, Inc.

E. DEFENDANT’S COUNSEL. The term “Defendant’s Counsel” as used herein means McDermott Will & Schulte LLP.

F. EFFECTIVE DATE. This Agreement shall become effective when all of the

1 following events have occurred (“Effective Date”): (i) the Settlement Agreement has been
2 executed by Plaintiff, Defendant, Plaintiff’s Counsel, and Defendant’s Counsel; (ii) Notice of the
3 Settlement has been sent to the LWDA; (iii) the Court has given approval to the Settlement; (iv)
4 the Court has entered the Court’s Final Order and Judgment; and (v) the later of the following
5 events: (a) when the period for filing any appeal, writ, or other appellate proceeding opposing
6 approval of the settlement and judgment has elapsed without any appeal, writ, or other appellate
7 proceeding having been filed; (b) when any appeal, writ or other appellate proceeding opposing
8 the settlement has been dismissed finally and conclusively with no right to pursue further
9 remedies or relief; or (c) when any appeal, writ or other appellate proceeding has upheld the
10 Court’s Final Order and Judgment with no right to pursue further remedies or relief. If the Court
11 declines to approve the Settlement, the Parties will work in good faith to address the Court’s
12 concerns. If, after the Parties have exhausted all good faith efforts to obtain approval of the
13 Settlement Agreement, the Court declines to approve the settlement, the entire Settlement
14 Agreement is deemed void and unenforceable as if no settlement of any claim was ever reached.

15 **G. INDIVIDUAL SETTLEMENT PAYMENT.** The term “Individual Settlement Payment”
16 as used herein means the pro rata payment that each member of the PAGA Group will receive as
17 his or her share of the Net Settlement Amount. The portion of the Net Settlement Amount to be
18 distributed to the PAGA Group (*i.e.*, 35% of the Net Settlement Amount) shall be divided by the
19 total number of full pay periods which the PAGA Group performed services for Defendant during
20 the PAGA Release Period, with partial pay periods rounded up to the next whole number and as
21 determined by Defendant’s records. This amount shall be known as the “Pay Period Value.” Each
22 member of the PAGA Group shall be paid an amount equal to the number of individual pay
23 periods he or she performed services for Defendant during the PAGA Release Period multiplied
24 by the Pay Period Value. Defendant represents that, based on a reasonable investigation of its
25 records, the total number of full pay periods for services performed by individuals in the PAGA
26 Group, including Plaintiff, does not exceed 1,422 monthly pay periods.

27 **H. LITIGATION.** The term “Litigation” as used herein means the action entitled
28 *Heitkamp v. Brightside Health, Inc.*, filed in San Francisco County Superior Court, Case No.

CGC-25-626072.

I. LWDA PAYMENT. The term “LWDA Payment” as used herein means the sixty-five percent (65%) of the Net Settlement Amount payable to the California Labor and Workforce Development Agency (“LWDA”).

J. NET SETTLEMENT AMOUNT. The term “Net Settlement Amount” as used herein means the Settlement Amount minus any award of attorneys’ fees and litigation costs to Plaintiff’s Counsel, Administrative Costs, and Plaintiff’s enhancement award. Pursuant to the statutory requirements of PAGA, sixty-five percent (65%) of the Net Settlement Amount will be paid to the LWDA and thirty-five percent (35%) of the Net Settlement Amount will be paid to the PAGA Group based on the distribution formula set forth in this Agreement.

K. PAGA GROUP. The PAGA Group as used herein means all individuals who were engaged as independent contractors by Defendant in California during the PAGA Period and who fall within the scope of the violations alleged in the LWDA Notice. Defendant represents that, based on a reasonable investigation of its records, the total number of individuals in the PAGA Group, including Plaintiff, does not exceed 139.

L. PAGA RELEASE PERIOD. Except as provided herein, the term “PAGA Release Period” shall refer to the period from and including April 2, 2024 through January 7, 2026, inclusive.

M. PLAINTIFF. The term “Plaintiff” as used herein means Jenae Heitkamp.

N. PLAINTIFF’S COUNSEL. The term “Plaintiff’s Counsel” as used herein means Keller Grover LLP and Law Offices of Alex P. Katofsky, A Professional Company.

O. SETTLEMENT ADMINISTRATOR. The term “Settlement Administrator” as used herein means **Phoenix Settlement Administrators**, which will be responsible for the administration of the settlement embodied in this Agreement and all related matters.

P. SETTLEMENT AMOUNT. Except as provided herein, the term “Settlement Amount” means a fund in the all-inclusive sum of \$195,000 which shall be paid by Defendant. The Settlement Amount shall cover, resolve, and fully satisfy the Administrative Costs and all amounts owed to Plaintiff, the PAGA Group, the LWDA, and Plaintiff’s Counsel, including all

amounts allocated to attorneys' fees and litigation costs.

III. BACKGROUND

A. On June 9, 2025, Plaintiff filed her Complaint in San Francisco Superior Court against Defendant for penalties pursuant to Labor Code § 2699(f) for alleged violations and penalties under Labor Code §§ 201, 202, 203, 204, 226(a), 226.2, 226.3, 226.7, 226.8, 423.5, 510, 1194, 1194.2, 1197, 1197.1, 1198, 1199, and 2802. Counsel for the Parties met and conferred with respect to the potential settlement of the Litigation and Defendant requested an early evaluation conference pursuant to Labor Code § 2699.3(f). Pursuant to these discussions, the Parties agreed to exchange additional informal discovery prior to the early evaluation conference. The Parties subsequently exchanged additional informal discovery, including information and documentation concerning the claims set forth in the Litigation and information regarding the number of PAGA Group members and the total pay periods for which services were performed by the PAGA Group during the PAGA Release Period.

B. Plaintiff, Defendant, and their respective counsel have engaged in good faith, arms-length negotiations. On January 7, 2026 the Parties participated in an early evaluation conference with the Honorable Brian L. Ferrall, as well as a follow-up session on January 13, 2026. This resulted in reaching a resolution of this matter. The Parties have now entered into a more detailed, formalized Settlement Agreement for submission to the Court for approval.

C. Plaintiff's counsel has conducted an investigation of the law and facts relating to the claims asserted in the Litigation and has concluded, taking into account the sharply contested issues involved, the expense and time necessary to pursue the Litigation through trial and any appeals, the risks and costs of further prosecution of the Litigation, the risk of an adverse outcome, the uncertainties of complex litigation, and the substantial benefits to be received by the Plaintiff, the State of California, and the members of the PAGA Group pursuant to this Agreement, and that a settlement with Defendant on the terms and conditions set forth herein is fair, reasonable, adequate, and in the best interests of the State of California and the PAGA Group. Plaintiff, on her own behalf and as a representative pursuant to PAGA, has agreed to settle the Litigation with Defendant on the terms set forth herein.

D. Defendant has concluded that, because of the substantial expense of defending against the Litigation, the length of time necessary to resolve the issues presented herein, the inconvenience involved, and the concomitant disruption to its business operations, it is in its best interests to accept the terms of this Agreement. Defendant denies each of the allegations and claims asserted against it in the Litigation. However, Defendant nevertheless desires to settle the Litigation for the purpose of avoiding the burden, expense, and uncertainty of continuing litigation, and for the purpose of putting to rest the controversies engendered by the Litigation.

E. This Agreement is intended to and does effectuate the full, final, and complete resolution of all allegations and claims under the California Labor Code Private Attorneys General Act of 2004 (“PAGA”), Labor Code §§ 2698, *et seq.*, based on or arising out of alleged violations of the Labor Code on behalf of the PAGA Group, including all claims that were and/or could have been alleged based on the factual allegations and identified Labor Code sections in the in the LWDA Letter.

IV. JURISDICTION

The Court has jurisdiction over the Parties and the subject matter of this Litigation. The Litigation includes claims that, while Defendant denies in their entirety, would, if proven, authorize the Court to grant relief pursuant to the applicable statutes. After the Court has granted approval of this Agreement, pursuant to California Code of Civil Procedure § 664.6 the Court shall retain jurisdiction of this action solely for the purpose of interpreting, implementing, and enforcing this Agreement consistent with the terms set forth herein, and the Parties and their counsel submit to the jurisdiction of the Court for purposes of interpreting, implementing, and enforcing this Agreement and all orders and judgments entered in connection therewith.

V. STATEMENT OF NO ADMISSION

A. Defendant denies liability to Plaintiff and to the PAGA Group upon any claim or cause of action. This Agreement does not constitute, and is not intended to constitute, an admission by Defendant as to the merits, validity, or accuracy of any of the allegations or claims made against it in the LWDA Letter and/or the Litigation.

B. Nothing in this Agreement, nor any action taken in implementation thereof, nor

any statements, discussions, or communications, nor any materials prepared, exchanged, issued, or used during the course of the negotiations leading to this Agreement, is intended by the Parties to constitute, nor will any of the foregoing constitute, be introduced, be used, or be admissible in any way in this case or any other judicial, arbitral, administrative, investigative or other forum or proceeding, as evidence of any violation of any federal, state, or local law, statute, ordinance, regulation, rule or executive order, or any obligation or duty at law or in equity. The Parties themselves agree not to introduce, use, or admit this Agreement, directly or indirectly, in this case or any other judicial, arbitral, administrative, investigative, or other forum or proceeding, as purported evidence of any violation of any federal, state, or local law, statute, ordinance, regulation, rule or executive order, or any obligation or duty at law or in equity, or for any other purpose. This includes, without limitation, use in any other representative action, class action, PAGA action, arbitration, administrative proceeding, or agency proceeding against Defendant or any Released Party. Notwithstanding the foregoing, this Agreement may be used in any proceeding before the Court that has as its purpose the interpretation, implementation, or enforcement of this Agreement, or any orders or judgments of the Court entered in connection with the settlement.

C. None of the documents produced or created by Plaintiff or her counsel in connection with the approval of this settlement or administration of this settlement constitute, and are not intended to constitute, an admission by Defendant of any violation of any federal, state, or local law, statute, ordinance, regulation, rule or executive order, or any obligation or duty at law or in equity.

D. Nothing in this Agreement will be construed as an admission or acknowledgement of any kind that any group should or would be given collective or representative treatment in the Litigation or in any other action or proceeding. Further, neither this Agreement nor the Court's actions regarding this Agreement will be admissible in any court or other tribunal regarding the propriety of collective or representative treatment. In the event that this Agreement is not approved by the Court or any appellate court, is terminated, or otherwise fails to be enforceable, Plaintiff will not be deemed to have waived, limited, or affected in any way any claims, rights, or

1 remedies in the Litigation, and Defendant will not be deemed to have waived, limited, or affected
2 in any way any of their objections or defenses in the Litigation. Nothing in this Agreement shall
3 be construed as an admission that Plaintiff or any member of the PAGA Group was an employee
4 of Defendant at any time.

5 **VI. RELEASE**

6 **A. SCOPE OF PAGA RELEASE.**

7 Upon approval of this settlement by the Court, Plaintiff, individually and as a
8 representative acting as a proxy or agent of the LWDA, a State of California Executive Branch
9 Agency, in this Litigation, agrees to release Defendant and Defendant's partners, parents,
10 subsidiaries, affiliates, attorneys, and all agents thereof (collectively, the "Released Parties"), of
11 and from any and all claims under the California Labor Code Private Attorneys General Act of
12 2004 ("PAGA"), Labor Code §§ 2698, *et seq.*, that were or could have been alleged on behalf of
13 the PAGA Group in the LWDA Notice based on the facts and theories expressly stated therein,
14 and the Labor Code sections identified therein, including, but not limited to, any claim for failure
15 to pay wages (including minimum wage and overtime), claims regarding failure to pay for off-
16 the-clock work, failure to authorize and permit rest periods including first and subsequent rest
17 periods, short, late, and/or interrupted rest periods, failure to count rest periods as paid time,
18 failure to pay rest period premium payments including failure to pay rest period premium
19 payments at the proper rate of pay, failure to timely pay wages during employment, failure to
20 timely pay wages upon separation of employment, failure to issue accurate wage statements,
21 failure to reimburse business expenses, claims alleging willful misclassification as an
22 independent contractor, and/or claims alleging Defendant required members of the PAGA Group
23 to agree to unlawful terms and conditions. This Release shall include all claims and theories
24 arising under California Labor Code sections §§ 201, 202, 203, 204, 226(a), 226.2, 226.3, 226.7,
25 226.8, 423.5, 510, 1194, 1194.2, 1197, 1197.1, 1198, 1199, and 2802, as well as all applicable
26 Industrial Welfare Commission ("IWC") Wage Orders during the PAGA Release Period (the
27 "Released Claims").
28

1 The Parties further agree to release all claims for costs, fees, and interest related to the
2 Released Claims. The Parties further agree that this Agreement and judgment to be entered by the
3 Court following approval of this settlement forever bars Plaintiff and the LWDA, directly or
4 through any other proxy or agent, from any future prosecution of any of the Released Claims
5 against any of the Released Parties.

6 **B. GENERAL RELEASE BY PLAINTIFF ONLY.**

7 In addition to the release in Section V.A., in exchange for the consideration set forth in
8 this Agreement, Plaintiff makes the additional following general release of all claims, known or
9 unknown: Plaintiff releases Defendant and the Released Parties, from all claims, demands, rights,
10 liabilities, and causes of action of every nature and description whatsoever, known or unknown,
11 asserted or that might have been asserted, whether in tort, contract, or for violation of any state or
12 federal statute, rule, regulation, or ordinance including but not limited to those arising out of,
13 relating to, or in connection with Plaintiff's employment with Defendant through the date of this
14 Agreement as well as any and all acts or omissions by or on the part of Defendant through the
15 date of this Agreement. (The release set forth in this Paragraph shall be referred to hereinafter as
16 the "Plaintiff's General Release.") With respect to the Plaintiff's General Release, the Plaintiff
17 stipulates and agrees that, upon the Effective Date, Plaintiff shall be deemed to have expressly
18 waived and relinquished, to the fullest extent permitted by law, the provisions, rights, and
19 benefits of Section 1542 of the California Civil Code, or any other similar provision under
20 federal or state law, which provides:

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

25 Cal. Civ. Code § 1542. Accordingly, if the facts relating in any manner to this settlement
26 are found hereafter to be other than or different from the facts now believed to be true, the release
27 of claims contained in the Plaintiff's General Release shall be effective as to all unknown claims.
28

1 However, specifically excluded from this general release of claims by Plaintiff relating to
2 workers' compensation, unemployment insurance, or any other claims that cannot be waived by
3 applicable law.

4 **VII. SETTLEMENT ADMINISTRATOR**

5 Plaintiff and Defendant, through their respective counsel, have selected Phoenix
6 Settlement Administrators as the Settlement Administrator to administer the settlement, which
7 includes but is not limited to distributing and responding to inquiries about the Notice of
8 Settlement and calculating all amounts to be paid from the Settlement Amount, including the
9 Individual Settlement Payments. The Administrative Costs are estimated to be no more than
10 \$4,000.00 and will be paid from the Settlement Amount. Any charges and expenses of the
11 Settlement Administrator greater than the allocated \$4,000.00 will come from the Settlement
12 Amount and will be subject to approval by the Court. If the actual Administrative Costs are less
13 than the Parties' estimation, the difference between the actual and estimated Administrative Costs
14 will be included in the Net Settlement Amount.

15 **VIII. NOTICE**

16 Plaintiff and Defendant, through their respective attorneys, have jointly prepared a Notice
17 of Settlement (the "Notice"), in the form attached hereto as **Exhibit "A"** which in substance will
18 be provided to the members of the PAGA Group as follows:

19 As soon as practicable following approval of the settlement, but no later than 21 calendar
20 days after the Effective Date, Defendant will provide to the Settlement Administrator the
21 following information about each PAGA Group member: (1) name; (2) last known home address;
22 (3) number of pay periods as a PAGA Group member during the PAGA Release Period; and (4)
23 social security number (collectively referred to as the "PAGA List"). To protect the PAGA
24 Group's rights to privacy, the Administrator must maintain the PAGA List in confidence, use the
25 PAGA List only for purposes of this Settlement and for no other purpose, and restrict access to
26 the PAGA List to Administrator employees who need access to the PAGA List to effect and
27 perform under this Agreement.
28

The Settlement Administrator shall run all the addresses provided through the United States Postal Service NCOA database, which provides updated addresses for any individual who has moved in the previous four years and who has notified the U.S. Postal Service of a forwarding address, to obtain current address information. Within 28 calendar days after the Settlement Administrator's receipt of the Settlement Amount, the Settlement Administrator will mail the Notice together with the Individual Settlement Payments to all PAGA Group members by first-class United States mail, postage prepaid, with directions to the Postmaster to forward the Notice and return all undeliverable Notices to the Settlement Administrator. If a check is returned to the Settlement Administrator as undeliverable, the Settlement Administrator shall promptly attempt to obtain a valid mailing address by performing a skip trace search and, if another address is identified, shall mail the check to the newly identified address. If the Settlement Administrator is unable to obtain a valid mailing address through this process, after the check void date, the monies represented by the check shall be sent to the LWDA.

IX. COMPUTATION AND DISTRIBUTION OF PAYMENTS

A. DISTRIBUTION

The portion of the Net Settlement Amount to be distributed to the PAGA Group (*i.e.*, 35% of the Net Settlement Amount) shall be divided by the total number of full pay periods which the PAGA Group performed services for Defendant during the PAGA Release Period, with partial pay periods rounded up to the next whole number and as determined by Defendant's records. This amount shall be known as the "Pay Period Value." Each member of the PAGA Group shall be paid an amount equal to the number of individual pay periods he or she performed services for Defendant during the PAGA Release Period multiplied by the Pay Period Value.

The portion of the Net Settlement amount to be distributed to the LWDA (*i.e.*, 65% of the Net Settlement Amount) shall be paid by the Administrator from the Gross Settlement Amount to the LWDA within 28 calendar days after the Settlement Administrator's receipt of the Settlement Amount.

B. FUNDING OF THE SETTLEMENT AMOUNT.

The funding of the Settlement Amount by Defendant will be completed at one time with funds provided to and escrowed by the Settlement Administrator. The Settlement Amount shall be deposited with the Settlement Administrator by Defendant within 10 calendar days of the date of the Effective Date.

If a PAGA Group member is deceased at the time of distribution, the Settlement Administrator shall distribute the deceased PAGA Group member's Individual Settlement Payment to the deceased PAGA Group member's legal heir(s). In the event of a dispute as to the legal heir(s), the Settlement Administrator shall notify the executor of the deceased PAGA Group member's estate and attempt to place the deceased PAGA Group member's payment in escrow or similar disposition such that any competing heirs may take whatever action they wish to resolve ultimate disposition of such money and the Settlement Administrator and the Parties hereto may disclaim any further interest in or obligation in relation to such money.

Settlement checks will specifically indicate that they are void if not negotiated within 150 days of their issuance. Any settlement checks that remain uncashed 150 or more calendar days after issuance by the Settlement Administrator shall be voided and the Settlement Administrator will remit the entire amount of each PAGA Group member's uncashed Individual Settlement Payment to California's unclaimed property fund in the name of the applicable PAGA Group member.

The Administrator shall promptly send a replacement check to any member of the PAGA Group whose original check was lost or misplaced and which is requested by the PAGA Group member prior to the void date.

C. TIME FOR DISTRIBUTION OF THE ENHANCEMENTS TO PLAINTIFF, ATTORNEYS' FEES AND LITIGATION COSTS TO PLAINTIFF'S COUNSEL, THE LWDA PAYMENT AND ADMINISTRATIVE COSTS.

The Settlement Administrator shall cause the Court approved enhancement to Plaintiff, attorneys' fees and litigation costs awarded to Plaintiff's Counsel, and the LWDA Payment to be paid within 28 days of the funding of the Settlement Amount. The Settlement Administrator may

1 pay itself the Court-approved administrative costs once the Individual Settlement Payments have
2 been mailed out.

3 **X. RENEGOTIATION IF CONCERNS ARE RAISED**

4 **A.** This Agreement contains no escalator clause and no automatic increase in the
5 Gross Settlement Amount shall occur based on any inquiry, objection, or concern raised by the
6 Court or the LWDA.

7 **B.** If the Court or the LWDA expresses concern regarding any Material Term of this
8 Agreement, the Parties shall meet and confer in good faith to determine whether mutually
9 acceptable revisions can be made.

10 **C.** Before requesting any contested ruling on a matter involving a Material Term, the
11 Parties agree to seek further guidance from the Honorable Brian L. Ferrall, if available, in light of
12 that judicial officer's prior involvement in the Parties' Early Evaluation Conferences, or from
13 such other judicial officer as the Court may designate.

14 **D.** Neither Party shall be required to agree to any modification that materially alters
15 the consideration or risk allocation reflected in this Agreement.

16 **E.** If the Parties are unable to agree to mutually acceptable revisions after good-faith
17 efforts, either Party may withdraw from this Agreement, in which event the Agreement shall
18 become null and void.

19 **F.** All negotiations and discussions undertaken pursuant to this section are
20 compromise negotiations and shall be treated in accordance with California Evidence Code
21 section 1152.

22 **XI. NO CONTRIBUTIONS TO EMPLOYEE BENEFIT PLAN**

23 The amounts paid under this Agreement do not represent a modification of any previously
24 credited hours of service under any employee benefit plan, policy, or bonus program sponsored
25 by Defendant. Such amounts will not form the basis for additional contributions to, benefits
26 under, or any other monetary entitlement under, benefit plans (self-insured or not) sponsored by
27 Defendant, policies or bonus programs. Any payments made under the terms of this Agreement
28 shall not be applied retroactively, currently, or on a going forward basis as salary, earnings,

1 wages, or any other form of compensation for the purposes of Defendant's benefit plan, policy or
2 bonus program. Defendant retains the right to modify the language of its benefit plans, policies,
3 and bonus programs to effect this intent and to make clear that any amounts paid pursuant to this
4 Agreement are not for "hours worked," "hours paid," "hours of service," or any similar
5 measuring term as defined by applicable plans, policies, and bonus programs for purpose of
6 eligibility, vesting, benefit accrual or any other purpose, and that additional contributions or
7 benefits are not required by this Agreement.

8 **XII. PLAINTIFF'S COUNSEL ATTORNEYS' FEES AND LITIGATION COSTS**

9 Defendant shall not oppose an application by Plaintiff's Counsel for, and Plaintiff's
10 Counsel shall not seek or receive an amount more than one-third of the Settlement Amount, for
11 all past and future attorneys' fees necessary to prosecute, settle, and administer the Litigation and
12 this Agreement. Additionally, Defendant shall not oppose an application by Plaintiff's Counsel
13 for reimbursement of all past and future litigation costs and expenses necessary to prosecute,
14 settle, and administer the Litigation and this Agreement, which Plaintiff's Counsel estimates will
15 not exceed \$5,000. Any attorneys' fees or litigation costs awarded to Plaintiff's Counsel by the
16 Court shall be deducted from the Settlement Amount for the purpose of determining the Net
17 Settlement Amount, and the Administrator shall pay Plaintiff's Counsel fees and expenses and
18 report the payments on one or more IRS 1099 forms. This amount shall include all attorneys'
19 fees, litigation costs, and expenses for which Plaintiff and Plaintiff's Counsel could claim in this
20 Litigation under any legal theory whatsoever. Released Parties shall have no liability to
21 Plaintiff's Counsel or any other Plaintiff's counsel arising from any claim to any portion of any
22 fee and/or litigation costs award. Should the Court approve a lesser percentage or amount of fees
23 and/or litigation costs than the amount that Plaintiff's Counsel seeks, then the unapproved portion
24 or portions shall revert to the Net Settlement Amount. The award of fees and/or litigation costs to
25 Plaintiff's Counsel is not a material term of this Agreement and does not give rise to a basis to
26 abrogate this Agreement.
27
28

XIII. ENHANCEMENT TO PLAINTIFF

Defendant shall not oppose an application by Plaintiff to seek or receive an amount not to exceed \$5,000 for her participation in and assistance with the Litigation. Any enhancement awarded to Plaintiff by the Court shall be deducted from the Settlement Amount for the purpose of determining the Net Settlement Amount, and shall be reported on IRS Form 1099-misc. If the Court approves an enhancement of less than \$5,000 then the unapproved portion shall revert into the Net Settlement Amount. The award of an enhancement payment to Plaintiff is not a material term of this Agreement and does not give rise to a basis to abrogate this Agreement.

XIV. TAXATION AND ALLOCATION

For withholding tax characterization purposes and payment of taxes, the Net Settlement Amount shall be deemed and is allocated by the Parties as follows (“Net Settlement Allocation”): 100% as penalties. The Parties agree that all payments under this Agreement are penalties and not wages, compensation for services, or remuneration for employment, and no portion shall be treated as wages for any purpose.

PAGA Group members may receive an IRS Form 1099 for their portion of the settlement, if deemed required by the Settlement Administrator (in compliance with IRS guidelines).

XV. COURT APPROVAL

Plaintiff’s Counsel will prepare and deliver to Defense Counsel all documents necessary for obtaining approval of this Settlement under Labor Code § 2699 (f)(2) including (i) a draft proposed Order Granting Approval of PAGA Settlement; and (ii) a signed declaration from Plaintiff’s Counsel attesting to its timely transmission to the LWDA of all necessary PAGA documents (initial notice of violations (Labor Code § 2699.3 (a)), operative Complaint (Labor Code § 2699 (l)(1)), this Agreement (Labor Code § 2699 (l)(2))).

This Agreement is contingent upon approval by the Court. Plaintiff and Defendant agree to take all steps as may be reasonably necessary to secure approval of this Agreement, to the extent not inconsistent with the terms of this Agreement.

1 **XVI. APPRAISAL AND CERTIFICATION BY THE SETTLEMENT**

2 **ADMINISTRATOR**

3 The Settlement Administrator shall keep Plaintiff's Counsel and Defendant's Counsel
4 apprised of all distributions from the Settlement Amount. Upon completion of administration of
5 the Settlement, the Settlement Administrator shall provide written certification of such
6 completion to Plaintiff's Counsel and Defendant's Counsel. The Settlement Administrator shall
7 provide a final accounting, including the names of payees and the amounts of the Individual
8 Settlement Payments.

9 **XVII. MISCELLANEOUS PROVISIONS**

10 **A. STAY OF LITIGATION.**

11 Plaintiff and Defendant agree to the stay of all discovery in the Litigation, pending
12 approval of this Agreement by the Court.

13 **B. INTERPRETATION OF THE AGREEMENT.**

14 This Agreement constitutes the entire agreement between Plaintiff and Defendant. Except
15 as expressly provided herein, this Agreement has not been executed in reliance upon any other
16 written or oral representations or terms, and no such extrinsic oral or written representations or
17 terms shall modify, vary, or contradict its terms. In entering into this Agreement, the Parties
18 agree that this Agreement is to be construed according to its terms and may not be varied or
19 contradicted by extrinsic evidence. This Agreement will be interpreted and enforced under the
20 laws of the State of California, both in its procedural and substantive aspects, without regard to
21 its conflict of law's provisions. Any claim arising out of or relating to this Agreement, or the
22 subject matter hereof, will be resolved solely and exclusively in the Superior Court of the State of
23 California for the County of San Francisco, and Plaintiff and Defendant hereby consent to the
24 personal jurisdiction of the Court over them solely in connection therewith. Plaintiff, on her own
25 behalf and on behalf of the PAGA Group and the State of California, and Defendant participated
26 in the negotiation and drafting of this Agreement and had available to them the advice and
27 assistance of independent counsel. As such, neither Plaintiff nor Defendant may claim that any
28 ambiguity in this Agreement should be construed against the other.

The terms and conditions of this Agreement constitute the exclusive and final understanding and expression of all agreements between Plaintiff and Defendant with respect to the resolution of the Litigation. This Agreement may be modified only by a writing signed by counsel for all Parties or their successors-in-interest.

C. FURTHER COOPERATION.

Plaintiff and Defendant and their respective attorneys shall proceed diligently to prepare and execute all documents, to seek approval of this Agreement from the Court, and to do all things reasonably necessary or convenient to consummate this Agreement as expeditiously as possible.

D. COUNTERPARTS.

This Agreement may be executed in one or more actual or non-original counterparts, all of which will be considered one and the same instrument and all of which will be considered duplicate originals.

E. AUTHORITY.

Each individual signing below warrants that he or she has the authority to execute this Agreement on behalf of the party for whom or which that individual signs.

F. NO THIRD-PARTY BENEFICIARIES.

Plaintiff, members of the PAGA Group, the State of California, Defendant and Released Parties are direct beneficiaries of this Agreement. The Parties are not aware of any third-party beneficiaries.

G. DEADLINES FALLING ON WEEKENDS OR HOLIDAYS.

To the extent that any deadline set forth in this Agreement falls on a Saturday, Sunday, or legal holiday, that deadline shall be continued until the following business day.

H. SEVERABILITY.

If any one or more of the provisions contained in this Agreement shall for any reason be held invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall in no way effect any other provision.

I. DEFENDANT'S FEES AND COSTS

All of Defendant's own legal fees, costs and expenses incurred in this Litigation shall be borne by Defendant.

J. WAIVER OF RIGHT TO APPEAL

Provided the Court's judgment is consistent with the terms and conditions of this Agreement, the Parties and their respective counsel waive all rights to appeal from the judgment, including all rights to post-judgment and appellate proceedings, the right to file motions to vacate judgment, motions for new trial, extraordinary writs, and appeals. The waiver of appeal does not include any waiver of the right to oppose such motions, writs or appeals. If another party appeals the judgment, the Parties' obligations to perform under this Agreement will be suspended until such time as the appeal is finally resolved and the judgment becomes final.

K. REPRESENTATION OF PROCEDURAL CHANGES

Defendant expressly denies any wrongdoing, liability, misclassification, or violation of the Labor Code. Without admitting liability or conceding that any modification was legally required, Defendant represents that it has reviewed the policies and practices implicated by the allegations in the Action and, where Defendant deemed appropriate, has evaluated or implemented measures intended to align its practices with Defendant's understanding of applicable California law. Nothing in this Agreement shall be construed as an admission that Defendant previously acted unlawfully, that any specific remedial measure was required, or that any particular policy or practice was deficient.

[Signatures on next page]

KELLER GROVER LLP
1965 Market Street, San Francisco, CA 94103
Tel. 415.543.1305 | Fax. 415.543.7861

APPROVED AS TO CONTENT:

6/15/2026

DATED: June __, 2026



JENAE HEITKAMP

DATED: June __, 2026

BRIGHTSIDE HEALTH, INC.

By: _____

APPROVED AS TO FORM:

DATED: June 26, 2026

KELLER GROVER LLP

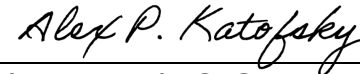


By: _____

ERIC A. GROVER
ROBERT W. SPENCER
Attorney for Plaintiff

DATED: June 29, 2026

**LAW OFFICES OF ALEX P. KATOFSKY,
A PROFESSIONAL CORPORATION**

By:  _____

ALEX P. KATOFSKY
Attorney for Plaintiff

DATED: June __, 2026

MCDERMOTT WILL & SCHULTE LLP

By: _____

MARIA C. RODRIGUEZ
ELVIRA R. KRAS
MEGAN A. LEE
Attorneys for Defendant

KELLER GROVER LLP
1965 Market Street, San Francisco, CA 94103
Tel. 415.543.1305 | Fax. 415.543.7861

APPROVED AS TO CONTENT:

DATED: June __, 2026

JENAE HEITKAMP

DATED: June ^{6/4/2026 14:18:58 PM CDT} __, 2026

BRIGHTSIDE HEALTH, INC.

Signed by:
Kat Noren
By: _____
0040AE260B7145F...

APPROVED AS TO FORM:

DATED: June __, 2026

KELLER GROVER LLP

By: _____
ERIC A. GROVER
ROBERT W. SPENCER
Attorney for Plaintiff

DATED: June __, 2026

**LAW OFFICES OF ALEX P. KATOFSKY,
A PROFESSIONAL CORPORATION**

By: _____
ALEX P. KATOFSKY
Attorney for Plaintiff

DATED: June __, 2026

MCDERMOTT WILL & SCHULTE LLP

Signed by:
Elvira R. Krass
By: _____
64715FA948804E3...

MARIA C. RODRIGUEZ
ELVIRA R. KRAS
MEGAN A. LEE
Attorneys for Defendant

EXHIBIT A

EXHIBIT A

**SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF SAN FRANCISCO**

JENAE HEITKAMP, on behalf of herself,
and all aggrieved employees,

Plaintiff,

v.

BRIGHTSIDE HEALTH, INC., and
DOES 1 through 50, inclusive,

Defendants.

Case No. CGC-25-626072

**NOTICE OF SETTLEMENT OF PRIVATE
ATTORNEYS GENERAL ACT CLAIMS
(CAL. LABOR CODE §§ 2698, ET SEQ.)**

You have been identified as an remote therapist classified as an independent contractor who performed therapy services through Brightside Health, Inc. (“Brightside Health” or “Defendant”) in California April 2, 2024 through January 7, 2026, inclusive (“Remote Therapists”).

On June 9, 2025, a complaint was filed in San Francisco County Superior Court (the “Court”) to recover civil penalties pursuant to the California Labor Code Private Attorneys General Act of 2004, codified at Labor Code §§ 2698, *et seq.* (“PAGA”). The lawsuit alleges that Remote Therapists were misclassified as independent contractors and not paid for all hours worked, were not provided proper rest breaks, were not provided with accurate itemized wage statements, were not paid all wages due at the time of discharge or voluntary quit, were not paid in a timely manner, were not reimbursed for business expenses, were willfully misclassified as independent contractors, and were required to agree to unlawful terms and conditions.

Brightside denies all of Plaintiff’s allegations and disputes all of Plaintiff’s claims, and contends that it complied with all applicable laws. The Court has made no determination whether Plaintiff or Brightside is correct on the merits and, by agreeing to settle, Brightside does not admit any violations or concede the merits of any claim.

Plaintiffs and Defendant reached a settlement of the claims for PAGA civil penalties alleged in the lawsuit. The Court approved the settlement on _____. By law, 65% of the civil penalties are paid to the State of California’s Labor and Workforce Development Agency (“LWDA”) for the enforcement of the state’s labor laws and 35% are paid to the PAGA Group.

Pursuant to the settlement agreement, the amount to be distributed to the PAGA Group shall be divided by the total number of pay periods, with partial pay periods rounded up to the next whole number, as determined by Defendant’s records, worked by all Remote Therapists between April 4, 2024 through January 7, 2026, inclusive. This amount shall be known as the “Pay Period Value.” Each Remote Therapist shall be paid an amount equal to the number of individual pay periods he or she worked for Defendant between April 4, 2024 through January 7, 2026, inclusive. Your Individual Settlement Payment is provided with this Notice, and will remain negotiable for 150 days. If you do not cash, deposit, or negotiate your Individual Settlement Payment within 150 days, the

check will be canceled and the funds will be sent to California's unclaimed property fund in your name.

The Court-approved settlement contains the following release of claims, which is meant to bar any future litigation by Plaintiff and the California Labor & Workforce Development Agency ("LWDA"), either directly or through any other proxy or agent:

Upon approval of this settlement by the Court, Plaintiff, individually and as a representative acting as a proxy or agent of the LWDA, a State of California Executive Branch Agency, in this Litigation, agrees to release Defendant and Defendant's partners, parents, subsidiaries, affiliates, attorneys, and all agents thereof (collectively, the "Released Parties"), of and from any and all claims under the California Labor Code Private Attorneys General Act of 2004 ("PAGA"), Labor Code §§ 2698, *et seq.*, that were or could have been alleged on behalf of the PAGA Group in the LWDA Notice based on the facts and theories expressly stated therein, and the Labor Code sections identified therein, including, but not limited to, any claim for failure to pay wages (including minimum wage and overtime), claims regarding failure to pay for off-the-clock work, failure to authorize and permit rest periods including first and subsequent rest periods, short, late, and/or interrupted rest periods, failure to count rest periods as paid time, failure to pay rest period premium payments including failure to pay rest period premium payments at the proper rate of pay, failure to timely pay wages during employment, failure to timely pay wages upon separation of employment, failure to issue accurate wage statements, failure to reimburse business expenses, claims alleging willful misclassification as an independent contractor, and/or claims alleging Defendant required members of the PAGA Group to agree to unlawful terms and conditions. This Release shall include all claims and theories arising under California Labor Code sections §§ 201, 202, 203, 204, 226(a), 226.2, 226.3, 226.7, 226.8, 423.5, 510, 1194, 1194.2, 1197, 1197.1, 1198, 1199, and 2802, as well as all applicable Industrial Welfare Commission ("IWC") Wage Orders during the PAGA Release Period (the "Released Claims").

This release of claims does not cover any other claims you may have against Defendant.

If you have any questions or would like a copy of the settlement agreement approved by the Court, please contact the Settlement Administrator at _____.

EXHIBIT 2

KELLER GROVER LLP

1965 MARKET STREET
SAN FRANCISCO, CALIFORNIA 94103
TELEPHONE: (415) 543-1305
FAX: (415) 543-7861

Robert Spencer, Esq.
rspencer@kellergrover.com

April 2, 2025

Via Online Submission Only

California Labor & Workforce
Development Agency
800 Capitol Mall, MIC-55
Sacramento, California 95814

Re: Brightside Health, Inc.

Dear Sir or Madam:

The undersigned represents Janae HeitKamp on behalf of aggrieved employees currently and formerly performing work as purported “independent contractor” therapists in California on behalf of Brightside Health, Inc. (“Brightside”).

The purpose of this letter is to comply with the statutory exhaustion requirements of Labor Code § 2699.3 before commencing an action against Brightside under Labor Code §§ 2699, *et seq.* alleging violations of Labor Code §§ 201-203, 204, 226(a), 226.2, 226.3, 226.7, 226.8, 432.5, 510, 1194, 1194.2, 1197, 1197.1, 1198, 1199, and 2802.

Background

Ms. HeitKamp’s claims arise out of Brightside’s long-running misclassification of therapists as independent contractors. Due to that misclassification, Ms. HeitKamp alleges that Brightside: (a) violates Labor Code §§ 226.8 by willfully misclassifying the aggrieved employees as independent contractors; (b) fails to pay any wages whatsoever, including minimum and overtime wages as applicable, to aggrieved employees for compensable time; (c) fails to provide complete and accurate itemized wage statements to aggrieved employees; (d) fails to pay aggrieved employees’ wages in a timely manner as required by Labor Code § 204; (e) fails to pay aggrieved employees all wages due and owing at the time of discharge or voluntary quit; and (f) fails to reimburse aggrieved employees who incur expenses or losses in direct consequence of the discharge of their duties.

Brightside provides online therapy services throughout the United States, including California. It utilizes purported independent contractor therapists to perform the therapy services.

Ms. HeitKamp has worked for Brightside as a purported independent contractor therapist from approximately February 2023 through January 2025 in Orange County, California.

The *Borello* test applies rather than the ABC Test

On April 30, 2018, the California Supreme Court adopted the ABC test to determine whether a worker should be classified as an employee or an independent contractor. *Dynamex Operations West, Inc. v. Superior Court* (2018) 4 Cal. 5th 903. The California government then codified the ABC test as Labor Code § 2750.3, which was then repealed and replaced by Labor Code § 2775.

The California government has also adopted numerous exceptions to the ABC test. One such exception applies here under Labor Code § 2783(b) for psychologists licensed by the State of California that perform professional or medical services provided to or by a health care entity. This exception to the ABC test applies here, however that does not end the inquiry. Labor Code § 2783 specifically states that an exception under this section applies, the classification will be determined under the previous multi-factor test established by the California Supreme Court in *S.G. Borello & Sons, Inc. v Department of Industrial Relations* (1989) 48 Cal.3d 341 (“*Borello*”). As such, the *Borello* test applies here.

***Borello* Test**

Under *Borello*, a court first examines whether the alleged employer has the “right to control” the work performed. *Id.* at 350. Here, acting in accordance with its written agreements with Ms. HeitKamp and other aggrieved employees, Brightside exercises thorough and complete control over the therapists.

Brightside exercised control over Mr. Heitkamp schedule by automatically assigning her patients during certain hours through its online intranet portal. Ms. HeitKamp had to reach out to HR to change her schedule. In approximately October 2024, Brightside changed its scheduling practices and Ms. HeitKamp and other aggrieved employees were able to click their availability hour by hour to insert patients into their schedule. Additionally, Brightside required Ms. HeitKamp and other aggrieved employees to work a minimum of nine hours per week.

Brightside also controls the rates that are charged, Ms. HeitKamp and other aggrieved employees could not set or negotiate their own rates.

Brightside also exercises control by requiring therapists to engage in mandatory training through a website called rippling. This training was monthly, it included sessions for compassionate care, culturally responsive care, fraud, waste, and compliance. The training was entirely unpaid until approximately January 2025, when Brightside began paying aggrieved employees approximately \$150 per year for training. This was not enough to cover the time spent training.

Brightside also required Ms. HeitKamp and other aggrieved employees to utilize its website, as well as the messaging application slack. Brightside also required Ms. HeitKamp and other aggrieved employees to utilize its form of paperwork for patient case notes and treatment plans, which needed to be submitted within time frames dictated by Brightside.

Borello also held that, after examining the right to control, a court should look at “secondary factors” that include: 1) whether the person performing services is engaged in a distinct occupation or business, 2) the skill required in the particular occupation, 3) whether the work is part of the regular business of the principal, and 4) the method of payment, whether by the time spent or by the job. *Id.* at 351.

Here, Ms. HeitKamp and the other aggrieved employees were not involved in a distinct occupation or business. Brightside provides online therapy sessions. Ms. HeitKamp and the other aggrieved employees are the labor force that provide those services. For the same reason, the work performed by Ms. HeitKamp and the other aggrieved employees is part of the regular business of the principal: they are simply the labor force that provides the therapy services *to Brightside’s clients*. Additionally, the method of payment favors employee status as well. Ms. HeitKamp and the other aggrieved employees are paid per session, similar to an employer-employee relationship.

Borello also approvingly cited five factors adopted in other jurisdictions. Those factors include: (1) the alleged employee’s opportunity for profit or loss depending on his/her managerial skill, (2) the alleged employee’s investment in equipment or materials required by his task, or his employment of helpers, (3) whether the service rendered requires a special skill, (4) the degree of permanence of the working relationship, and (5) whether the service rendered is an integral part of the alleged employer’s business. *Id.* at 354-355.

Here, there is no true opportunity for profit or loss, as Brightside performs all of the negotiating with its clients, including the price of services. With regard to the aggrieved employees’ investment in equipment and materials, Brightside provides the technology platform to conduct the online therapy sessions, as well as to schedule clients and submit paperwork.

Brightside then offsets its business costs by requiring Ms. HeitKamp and other aggrieved employees to utilize their own tools and materials for the job. Ms. HeitKamp and other aggrieved employees were required to use their own personal computer and home internet services, and well as utilize their personal cellular telephones and associated service plans for work purposes. Brightside

did not allow them to submit reimbursement requests for such expenses.

The degree of permanence of the working relationship also favors employee status. For example, Ms. Heitkamp worked for Brightside for nearly two years.

Claims

Brightside violated Labor Code § 226.8 by willfully misclassifying Ms. HeitKamp and other aggrieved employees as independent contractors in the face of overwhelming evidence that its classification was improper.

Brightside violated Labor Code §§ 510, 1197, 1197.1, 1198 and 1199(b) and (c), and IWC Wage Order 4-2001, by failing to pay Ms. HeitKamp and other aggrieved employees the applicable minimum wage and overtime pay for all hours worked. Brightside paid Ms. HeitKamp and other aggrieved employees per session and required a minimum of nine sessions per week worked, however, Brightside did not pay for all hours worked.

Brightside did not pay Ms. HeitKamp and other aggrieved employees for time spent filling out its “Case Notes” form which takes up to 30 minutes a day. Brightside also required that aggrieved employees fill out separate “treatment plans” every six months that take approximately 10 minutes to fill out. This is extremely time consuming when considering the number of Brightside’s clients that aggrieved employees serve. For example, Plaintiff had approximately 125 patients, she therefore had to fill out approximately 250 treatment a year. This would mean she Plaintiff has over a week of unpaid time just for filling out treatment plans.¹

Brightside also did not pay for training until recently. Ms. HeitKamp and other aggrieved employees had to undergo mandatory training of 30 minutes to an hour or more each month. Brightside did not pay for training time until approximately January 2025, when it began paying a flat amount per year.

Brightside also required Ms. HeitKamp and other aggrieved employees to respond to emails, which took approximately 20 minutes per day and was unpaid. Brightside also required Ms. HeitKamp and other aggrieved employees to utilize the slack messaging application and respond to business related messages, which took approximately 15 minutes of unpaid time per day.

¹ Ms. Heitkamp had to spend 41.66 hours a year filling out treatment plans, which is calculated as follows: 10 (minutes per treatment plan) x 125 (patients) x 2 (times per year treatment plans are submitted) = 2,500 minutes. 2,500 (minutes) / 60 (minutes in an hour) = 41.66 unpaid hours spent per year filling out mandatory treatment plans.

Ms. HeitKamp and other aggrieved employees had to fill out items requested by attorneys for Brightside's clients, for example cases involving child custody, workers compensation, or stress leave. This would take about one to one and a half hours per month, which was unpaid.

Ms. HeitKamp and other aggrieved employees also had to consult with psychiatrists regarding patient issues, which was also unpaid and took approximately 15 minutes once every three months.

Brightside also violated Labor Code §§ 226.2, 226.7, 1198 and 1199 by failing to properly provide rest breaks. Brightside paid Ms. Heitkamp and other aggrieved employees on a piece rate basis for sessions conducted. Rest breaks are paid time and pursuant to Labor Code §§ 226.2 and 226.7, they should be paid separately for workers paid on a piece rate basis. Brightside never did so, in violation of these sections.

Brightside also violated Labor Code §§ 226(a) and 226.3 by failing to provide Ms. HeitKamp and the other aggrieved employees with accurate, itemized wage statements. Brightside does not provide any wage statements at all.

Further, and due to the violations described above, those aggrieved employees who no longer are employed by Brightside did not receive all wages due at the time of discharge or voluntary quit. Thus, Brightside violated Labor Code §§ 201 through 203 as well. As noted above, aggrieved employees whose employment with Brightside has ended still have not received their full minimum wages and overtime pay, which remain due and owing.

Brightside also violated Labor Code § 432.5 by requiring Ms. HeitKamp and other aggrieved employees to agree, in writing, to terms and/or conditions which were known by Brightside and its agents, managers, superintendents and/or officers to be prohibited by law. By intentionally misclassifying therapists as independent contractors, Brightside has violated Labor Code § 226.8.

Brightside violated Labor Code § 2802 by failing to reimburse aggrieved employees for their business expenses incurred at Brightside's direction. Brightside required Ms. HeitKamp and other aggrieved employees to have cellular telephones and related service, as well as home internet service. Brightside has not fully reimbursed Ms. HeitKamp and other aggrieved employees for the expenditures or losses incurred in connection with their purchases of and payments for those items and services.

By its multiple violations as described above, Brightside violated Labor Code § 204 by failing to pay Ms. HeitKamp and other aggrieved employees within the time frame specified in that section. To this day, Ms. HeitKamp and other aggrieved employees still have not received their proper pay for all hours worked.

Notice to Brightside of Attempt to Settle this Dispute

This notice shall represent Ms. HeitKamp's reasonable attempt to settle this dispute with Brightside prior to litigation. Under *Graham v. DaimlerChrysler Corp.* (2004) 34 Cal. 4th 553, this notice serves to apprise Brightside of Ms. HeitKamp's mentioned grievances and the proposed remedies as detailed below, while affording Brightside a reasonable opportunity to meet Ms. HeitKamp's demands.

Demand is hereby made that Brightside shall agree, in writing received at this office no later than 30 calendar days from the postmark date of this notice, as follows:

1. Brightside shall pay Ms. HeitKamp and all other therapists employed by Brightside in California at any time during the past 48 months back pay and compensation and out-of-pocket business expenses for all of the above-referenced violations.
2. Brightside shall pay waiting time penalties equal to 30 days of pay to each former therapist who was not paid all wages due as described herein.
3. Brightside shall pay each therapist one hour of pay for each workday during the liability period on which he or she was not authorized and permitted to take one or more of the paid rest periods required by Labor Code §§ 226.7, 1198, and 1199 and IWC Wage Order 4-2001, § 12.
4. Brightside shall pay accrued interest to all therapists on all sums owed (other than penalties) at the rate of ten percent per annum.
5. Brightside shall pay Labor Code § 226(e) penalties for each violation of Labor Code § 226(a).
6. Brightside shall pay the aggrieved employees all penalties arising from the violations of the Labor Code and IWC Wage Order sections referenced above and under PAGA, Labor Code §§ 2698 et seq., including but not limited to penalties under Labor Code §§ 201-203, 204, 226(a), 226.2, 226.3, 226.7, 226.8, 432.5, 510, 1194, 1194.2, 1197, 1197.1, 1198, 1199, and 2802.

Conclusion

If you have any questions, please feel free to telephone me at (415) 543-1305. Additionally, should Brightside wish to discuss resolution of the issues raised in this letter, it should direct its counsel to contact me at the same telephone number. Further, please advise me if the LWDA requires any additional information regarding Ms. HeitKamp's claims.

Thank you for your attention to this matter.

Sincerely,

A handwritten signature in blue ink, appearing to read "Robert Spencer", is written over a light blue horizontal line.

ROBERT SPENCER

cc: Attn: Legal Department
Brightside Health, Inc.
5214F Diamond Heights Boulevard, # 3422
San Francisco, California 94131
Via Certified Mail
Receipt No. 7022 0410 0002 3830 9047

Brightside Health, Inc.
c/o Bill Havre
Registered Agents Inc
Registered Agent for Service of Process
1401 21st Street Suite R
Sacramento, California 95811
Via Certified Mail
Receipt No. 7022 0410 0002 3830 9030

SENDER: COMPLETE THIS SECTION

- Complete items 1, 2, and 3.
- Print your name and address on the reverse so that we can return the card to you.
- Attach this card to the back of the mailpiece, or on the front if space permits.

1. Article Addressed to:

Attn: Legal Department
 Brightside Health, Inc.
 5214F Diamond Heights Blvd., # 3422
 San Francisco, California 94131

2.

7022 0410 0002 3830 9047

COMPLETE THIS SECTION ON DELIVERY

A. Signature

X *Jose Flom*

- ☐ Agent
☐ Addressee

B. Received by (Printed Name)

C. Date of Delivery

D. Is delivery address different from item 1? ☐ Yes
 If YES, enter delivery address below: ☐ No

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| ☐ Certified Mail Restricted Delivery | ☐ Signature Confirmation™ |
| ☐ Collect on Delivery | ☐ Signature Confirmation Restricted Delivery |
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 Sacramento, California 95811

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7022 0410 0002 3830 9030

COMPLETE THIS SECTION ON DELIVERY

A. Signature

X

☐ Agent☐ Addressee

B. Received by (Printed Name)

C. Date of Delivery

9/7/25

D. Is delivery address different from item 1? ☐ Yes
 If YES, enter delivery address below: ☐ No

3. Service Type

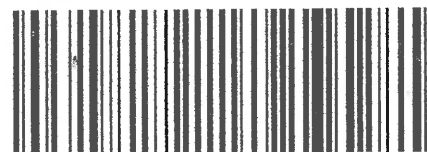
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Restricted Delivery

(over \$500)

KELLER GROVER LLP
1965 MARKET STREET
SAN FRANCISCO, CA 94103

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1. Article Addressed to:

Attn: Legal Department
Brightside Health, Inc.
5214F Diamond Heights Blvd., # 3422
San Francisco, California 94131

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7022 0410 0002 3830 9047

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A. Signature

X

☐ Agent

☐ Addressee

B. Received by (Printed Name)

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D. Is delivery address different from item 1? ☐ Yes
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Domestic Return Receipt

Attn: Legal Department
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5214F Diamond Heights Boulevard., # 3422
San Francisco, California 94131

KELLER GROVER LLP
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ZIP 94103
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☐ Adult Signature Restricted Delivery

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☐ Signature Confirmation Restricted Delivery

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Brightside Health, Inc.
c/o Bill Havre
Registered Agents Inc
Registered Agent for Service of Process
1401 21st Street Suite R
Sacramento, California 95811

EXHIBIT 3

ERIC A. GROVER (SBN 136080)
eric.grover@kellergrover.com
ROBERT W. SPENCER (SBN 238491)
robert.spencer@kellergrover.com

KELLER GROVER LLP
1965 Market Street
San Francisco, California 94103
Telephone: (415) 543-1305
Facsimile: (415) 543-7861

ALEX P. KATOFISKY (SBN 202754)
alex@apkatlaw.com
LAW OFFICES OF ALEX P. KATOFISKY
A PROFESSIONAL CORPORATION
5743 Corsa Avenue, Suite 123
Westlake Village, California 91362
Telephone: (818) 340-3600

Attorneys for Plaintiff
JENAE HEITKAMP

ELECTRONICALLY
FILED
*Superior Court of California,
County of San Francisco*
06/09/2025
Clerk of the Court
BY: SHENEQUA GLADNEY
Deputy Clerk

CGC-25-626072

SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF SAN FRANCISCO

JENAE HEITKAMP, on behalf of herself, and)
all aggrieved employees,)

Plaintiff,)

v.)

BRIGHTSIDE HEALTH, INC., and DOES 1)
through 50, inclusive,)

Defendants.)

Case No:

REPRESENTATIVE ACTION

REPRESENTATIVE ACTION

COMPLAINT FOR:

- 1. VIOLATIONS OF THE LABOR CODE;**
- 2. PENALTIES; and**
- 3. ATTORNEYS' FEES.**

Plaintiff JENAE HEITKAMP, on behalf of herself and all aggrieved employees, complains against Defendants BRIGHTSIDE HEALTH, INC., and Does 1 through 50 (all referred to collectively as “Defendants” or “BRIGHTSIDE”) as follows:

I. JURISDICTION AND VENUE

1. This Court has subject matter jurisdiction over Plaintiff’s claims, based on, among other statutes, California Labor Code §§ 201-203, 204, 226(a), 226.2, 226.3, 226.7, 226.8, 432.5, 510, 1194, 1194.2, 1197, 1197.1, 1198, 1199, and 2802. Plaintiff has complied with all California Labor Code § 2699.3 requirements for commencing a civil action under the California Private Attorneys General Act of 2004, California Labor Code §§ 2698, *et seq.* (“PAGA”).

2. Plaintiff is not suing in her individual capacity. Plaintiff is proceeding herein solely under PAGA in a representative capacity on behalf of the State of California for all aggrieved employees, including herself and other aggrieved employees.

3. This Court has personal jurisdiction over the parties because, at all relevant times, Plaintiff was a California resident who worked in California for Defendants and Defendants systematically and continuously have conducted business in the State of California.

4. Venue is proper in this Court under California Code of Civil Procedure § 395.5 because Defendants’ principal place of business listed on its most recent Statement of Information filed with the California Secretary of State is 5214F Diamond Heights Boulevard # 3422, San Francisco, California 94131.

II. PARTIES AND BACKGROUND

5. Plaintiff JENAE HEITKAMP worked for BRIGHTSIDE as a purported independent contractor therapist from approximately February 2023 through January 2025 in Orange County, California.

6. Defendant BRIGHTSIDE HEALTH, INC. is a Delaware limited liability company doing business throughout California and is a “person” as defined by California Labor Code § 18 and California Business and Professions Code § 17201. In addition, it is an “employer” as that term is used in the California Labor Code and in the California Industrial Welfare Commission’s Orders regulating wages, hours, and working conditions.

10. BRIGHTSIDE provides remote therapy services throughout California. BRIGHTSIDE utilizes purported independent contractor therapists to provide such services.

11. At all relevant times to this action, Plaintiff performed work for BRIGHTSIDE as a purported independent contractor therapist. Plaintiff typically worked five to six days a week, typically six to eight hours a day. Plaintiff also worked certain days and weeks that had evening and weekend appointments with patients, resulting in her working over eight hours day or 40 hours in a week.

12. **ABC Test Does Not Apply:** On April 30, 2018, the California Supreme Court adopted the ABC test to determine whether a worker should be classified as an employee or an independent contractor. *Dynamex Operations West, Inc. v. Superior Court* (2018) 4 Cal. 5th 903. The California government then codified the ABC test as Labor Code § 2750.3, which was then repealed and replaced by Labor Code § 2775.

13. The California government has also adopted numerous exceptions to the ABC test. One such exception applies here under Labor Code § 2783(b) for psychologists licensed by the State of California that perform professional or medical services provided to or by a health care entity. This exception to the ABC test applies here, however that does not end the inquiry. Labor Code § 2783 specifically states that an exception under this section applies, the classification will be determined under the previous multi-factor test established by the California Supreme Court in *S.G. Borello & Sons, Inc. v Department of Industrial Relations* (1989) 48 Cal.3d 341 (“*Borello*”). As such, the *Borello* test applies here.

14. **Borello Test:** Under *Borello*, a court first examines whether the alleged employer has the “right to control” the work performed. *Id.* at 350. Here, acting in accordance with its written agreements with Plaintiff and other aggrieved employees, BRIGHTSIDE exercises thorough and complete control over the therapists.

15. BRIGHTSIDE exercised control over Plaintiff’s schedule by automatically assigning her patients during certain hours through its online intranet portal. Plaintiff had to reach out to HR to change her schedule. In approximately October 2024, BRIGHTSIDE changed its scheduling practices and Plaintiff and other aggrieved employees were able to click their

1 availability hour by hour to insert patients into their schedule. Additionally, BRIGHTSIDE
2 required Plaintiff and other aggrieved employees to work a minimum of nine hours per week.

3 16. BRIGHTSIDE also controls the rates that are charged, Plaintiff and other
4 aggrieved employees could not set or negotiate their own rates.

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6 mandatory training through a website called rippling. This training was monthly, it included
7 sessions for compassionate care, culturally responsive care, fraud, waste, and compliance. The
8 training was entirely unpaid until approximately January 2025, when BRIGHTSIDE began
9 paying aggrieved employees approximately \$150 per year for training. This was not enough to
10 cover the time spent training.

11 18. BRIGHTSIDE also required Plaintiff and other aggrieved employees to utilize its
12 website, as well as the messaging application slack. BRIGHTSIDE also required Plaintiff and
13 other aggrieved employees to utilize its form of paperwork for patient case notes and treatment
14 plans, which needed to be submitted within time frames dictated by BRIGHTSIDE.

15 19. *Borello* also held that, after examining the right to control, a court should look at
16 “secondary factors” that include: 1) whether the person performing services is engaged in a
17 distinct occupation or business, 2) the skill required in the particular occupation, 3) whether the
18 work is part of the regular business of the principal, and 4) the method of payment, whether by
19 the time spent or by the job. *Id.* at 351.

20 20. Here, Plaintiff and the other aggrieved employees were not involved in a distinct
21 occupation or business. BRIGHTSIDE provides online therapy sessions. Plaintiff and the other
22 aggrieved employees are the labor force that provide those services. For the same reason, the
23 work performed by Plaintiff and the other aggrieved employees is part of the regular business of
24 the principal: they are simply the labor force that provides the therapy services to
25 BRIGHTSIDE’s clients. Additionally, the method of payment favors employee status as well.
26 Plaintiff and the other aggrieved employees are paid per session, similar to an employer-
27 employee relationship.

28 21. *Borello* also approvingly cited five factors adopted in other jurisdictions. Those

1 factors include: (1) the alleged employee's opportunity for profit or loss depending on his/her
2 managerial skill, (2) the alleged employee's investment in equipment or materials required by his
3 task, or his employment of helpers, (3) whether the service rendered requires a special skill, (4)
4 the degree of permanence of the working relationship, and (5) whether the service rendered is an
5 integral part of the alleged employer's business. *Id.* at 354-355.

6 22. Here, there is no true opportunity for profit or loss, as BRIGHTSIDE performs all
7 of the negotiating with its clients, including the price of services. With regard to the aggrieved
8 employees' investment in equipment and materials, BRIGHTSIDE provides the technology
9 platform to conduct the online therapy sessions, as well as to schedule clients and submit
10 paperwork.

11 23. BRIGHTSIDE then offsets its business costs by requiring Plaintiff and other
12 aggrieved employees to utilize their own tools and materials for the job. Plaintiff and other
13 aggrieved employees were required to use their own personal computer and home internet
14 services, and well as utilize their personal cellular telephones and associated service plans for
15 work purposes. BRIGHTSIDE did not allow them to submit reimbursement requests for such
16 expenses.

17 24. The degree of permanence of the working relationship also favors employee

18 25. **Claims:** SOS violates Labor Code §§ 226.2, 226.7, 510, 1194, 1194.2, 1197,
19 1197.1, 1198 and 1199, and IWC Wage Order 4-2001, by failing to pay Plaintiff and other
20 aggrieved employees the applicable minimum wage and overtime pay for all hours worked.

21 26. Defendants paid Plaintiff and other aggrieved employees per session. Defendants
22 did not pay Plaintiff and other aggrieved employees for time spent filling out its "Case Notes"
23 form which takes up to 30 minutes a day. Defendant also required that aggrieved employees fill
24 out separate "treatment plans" every six months that take approximately 10 minutes to fill out.
25 This is extremely time consuming when considering the number of Brightside's clients that
26 aggrieved employees serve. For example, Plaintiff had approximately 125 patients, she therefore
27 had to fill out approximately 250 treatment a year. This would mean she Plaintiff has over a
28

1 week of unpaid time just for filling out treatment plans.¹

2 27. Defendants required Plaintiff and other aggrieved employees had to undergo
3 mandatory training of 30 minutes to an hour or more each month. Defendants did not pay for
4 training time until approximately January 2025, when it began paying a flat amount per year.

5 28. Defendants also required Plaintiff and other aggrieved employees to respond to
6 emails and slack messages, but did not pay for this time.

7 29. Plaintiff and other aggrieved employees had to fill out items requested by
8 attorneys for Defendants' clients, for example cases involving child custody, workers
9 compensation, or stress leave. This time was unpaid. Defendants also required Plaintiff and
10 other aggrieved employees also had to consult with psychiatrists regarding patient issues, which
11 was also unpaid.

12 30. At all times relevant hereto, Labor Code § 226.7 and the applicable IWC Wage
13 Order have required employers to authorize and permit a paid rest break of at least 10 minutes
14 for every four hours of work performed or major fraction thereof. An employee working over ten
15 hours in a single day workday is owed three paid rest breaks of at least 10 minutes. Defendants
16 implemented a policy and practice of intentionally and improperly designating Plaintiff and other
17 aggrieved employees as independent contractors in order to avoid permitting and authorizing
18 paid rest breaks and/or paying rest break premiums for such paid rest breaks not provided, in
19 violation of the Labor Code and applicable IWC Wage Order.

20 31. Additionally, BRIGHTSIDE paid Plaintiff and other aggrieved employees on a
21 piece rate basis for sessions conducted. Rest breaks are paid time and pursuant to Labor Code §§
22 226.2 and 226.7, they should be paid separately for workers paid on a piece rate basis.
23 Defendants never did so, in violation of these sections.

24 32. Labor Code § 226 provides that every employer is required, "semimonthly or at
25

26 ¹ Plaintiff had to spend 41.66 hours a year filling out treatment plans, which is calculated as
27 follows: 10 (minutes per treatment plan) x 125 (patients) x 2 (times per year treatment plans are
28 submitted) = 2,500 minutes. 2,500 (minutes) / 60 (minutes in an hour) = 41.66 unpaid hours
spent per year filling out mandatory treatment plans.

1 the time of each payment of wages,” to provide each employee an itemized wage statement,
2 including, *inter alia*, the total hours worked by the employee (except for salaried employees),
3 and “all applicable hourly rates in effect during the pay period and the corresponding number of
4 hours worked at each hourly rate by the employee.” Lab. Code § 226(a). Defendants did not
5 provide wage statements at all in violation of Lab. Code §§ 226(a) and 226.3.

6 33. Defendants implemented a policy and practice of violating California Labor Code
7 §§ 201- 203 by failing to pay Plaintiff and other aggrieved employees all wages due and owing
8 at the time of discharge or voluntary quit. Defendants also violated Labor Code § 204 by failing
9 to pay Plaintiff and other aggrieved employees within the time frames required by that section.

10 34. Defendants implemented a policy and practice of failing to reimburse Plaintiff
11 and other aggrieved employees for necessary expenditures and losses as required by Labor Code
12 § 2802 and the applicable Wage Order. Plaintiff and other aggrieved employees have also been
13 required to have a cellular telephone and home internet service. Plaintiff and other aggrieved
14 employees have not received full reimbursement and/or indemnity for all necessary expenditures
15 or losses incurred in connection with the purchase of the items above.

16 **IV. REPRESENTATIVE ACTION ALLEGATIONS**

17 35. Plaintiff seeks to represent all aggrieved employees within the meaning of Labor
18 Code §§ 2698, *et seq.* who, within the applicable limitations period, up to the present and until
19 compliance with the law, performed work in California.

20 36. On behalf of all aggrieved employees, Plaintiff seeks all PAGA penalties under
21 Labor Code §§ 226.3 and 2699(f), as applicable, for each violation of Labor Code, including:

- 22 (a) §§ 226.7, 1194, 1194.2, 1197, 1197.1, 1198 and 1999 and the applicable
23 IWC Wage Order (failure to pay minimum wages and overtime);
24 (b) §§ 226.2, 226.7, 1198 and 1199 and the applicable IWC Wage Order
25 (failure to provide rest breaks);
26 (c) §§ 226(a) and 226.3 (failure to provide itemized wage statements);
27 (d) §§ 201-203 (failure to pay wages upon termination);
28 (e) § 204 (failure to pay wages in a timely manner);

(f) § 2802 (failure to reimburse business expenses);

(g) § 226.8 (willful misclassification of employees as independent contractors); and

(h) § 432.5 (requiring employees to agree to unlawful terms and conditions).

37. The State of California has an enforcement interest in the questions of law and fact affecting the aggrieved employees whom Plaintiff seeks to represent. The aggrieved employees' claims against Defendants involve questions of common or general interest, including but not limited to whether Defendants: (1) violated the Labor Code and the applicable IWC Wage Order by failing to pay any wages, including minimum wages and overtime, to aggrieved employees workers for various hours worked, including wages compensable pre- and post-shift activities; (2) violated the Labor Code and the applicable IWC Wage Order by failing to authorize and permit aggrieved employees to take all of their required paid rest breaks and failing to pay the required missed-rest-break premium for each paid rest break not allowed or permitted; (3) violated Labor Code §§ 226 and 226.3 by failing to provide aggrieved employees with accurate and itemized wage statements; (4) violated Labor Code §§ 201-203 by failing to pay departing aggrieved employees all wages due at the time of discharge or voluntary quit; (5) violated Labor Code § 204 by failing to pay aggrieved employees their wages in a timely manner as required by that section; and (6) violated Labor Code § 2802 by failing to reimburse aggrieved employees for all necessary expenditures and losses incurred in the direct consequence of the discharge of their duties.

38. Plaintiff's claims are typical of the claims of the aggrieved employees whom Plaintiff seeks to represent on a representative basis and her interests are consistent with, and not antagonistic to, those of the other aggrieved employees. Plaintiff will fairly and adequately represent the interests of the aggrieved employees whom she seeks to represent because Plaintiff is also an aggrieved employee and her claims are typical of those of the aggrieved employees. Plaintiff has retained attorneys who are experienced in the prosecution of representative actions and Plaintiff intends to prosecute this action vigorously.

39. Common questions of law and fact exist as to all aggrieved employees that

predominate over any other questions affecting only individual aggrieved employees.

40. Plaintiff requests permission to amend the Complaint to include additional representatives if Plaintiff is deemed not to be an adequate representative of the aggrieved employees.

V. FIRST CAUSE OF ACTION
(UNPAID WAGES, OVERTIME PAY AND MINIMUM WAGES –
LABOR CODE PRIVATE ATTORNEYS GENERAL ACT OF 2004)

41. Plaintiff repeats and realleges each paragraph above as though fully set forth herein.

42. California Labor Code § 2699(f) permits “aggrieved employees” to recover certain penalties on their own behalf and on behalf of other current and former employees.

43. Plaintiff is an “aggrieved employee” as that term is defined in the Labor Code Private Attorneys General Act of 2004 because she is a person who was employed by the alleged violators and against whom one or more of the alleged violations were committed.

44. Plaintiff has met all the Labor Code § 2699.3 requirements to commence a civil action against Defendants for violations of Labor Code §§ 510, 1194, 1194.2, 1197, 1197.1, 1198 and 1199 as well IWC Wage Order No. 4.

45. By the actions alleged in this complaint, Defendants failed to pay Plaintiff and other aggrieved employees any wages, including minimum wages and overtime pay, for certain hours worked, all in violation of Labor Code §§ 510, 1194, 1194.2, 1197, 1197.1, 1198 and 1199 as well as IWC Wage Order No. 4

46. Therefore, Plaintiff, on behalf of and all current and former aggrieved employees, demands the penalties provided by Labor Code § 2699(f) for violations of Labor Code §§ 510, 1194, 1194.2, 1197, 1197.1, 1198 and 1199 as well as IWC Wage Order No. 4.

47. Plaintiff further seeks reasonable attorneys’ fees and costs under Labor Code § 2699(g)(1).

Wherefore, Plaintiff prays for relief as set forth below.

//

VI. SECOND CAUSE OF ACTION

(FAILURE TO AUTHORIZE AND PERMIT REST PERIODS –

LABOR CODE PRIVATE ATTORNEYS GENERAL ACT OF 2004)

48. Plaintiff repeats and realleges each paragraph above as though fully set forth herein.

49. California Labor Code § 2699(f) permits “aggrieved employees” to recover certain penalties on their own behalf and on behalf of other current and former employees.

50. Plaintiff is an “aggrieved employee” as that term is defined in the Labor Code Private Attorneys General Act of 2004 because she is a person who was employed by the alleged violators and against whom one or more of the alleged violations was committed.

51. Plaintiff has met all the Labor Code § 2699.3 requirements to commence a civil action against Defendants for violations of Labor Code §§ 226.2, 226.7, 1198 and 1199 and IWC Wage Order No. 4.

52. By the actions alleged herein, Defendants failed to authorize and permit aggrieved employees to take their required rest periods in violation of Labor Code §§ 226.2, 226.7, 1198 and 1199 and IWC Wage Order No. 4.

53. Therefore, Plaintiff, on behalf of and all current and former aggrieved employees, demands the penalties provided by Labor Code § 2699(f) for violations of Labor Code §§ 226.2, 226.7, 1198 and 1199 and IWC Wage Order No. 4.

54. Plaintiff further seeks reasonable attorneys’ fees and costs under Labor Code § 2699(g)(1).

Wherefore, Plaintiff prays for relief as set forth below.

VII. THIRD CAUSE OF ACTION

(FAILURE TO PROVIDE ACCURATE ITEMIZED WAGE STATEMENTS –

LABOR CODE PRIVATE ATTORNEYS GENERAL ACT OF 2004)

55. Plaintiff repeats and realleges each paragraph above as though fully set forth herein.

56. California Labor Code § 2699(f) permits “aggrieved employees” to recover

certain penalties on their own behalf and on behalf of other current and former employees.

57. Plaintiff is an “aggrieved employee” as that term is defined in the Labor Code Private Attorneys General Act of 2004 because she is a person who was employed by the alleged violators and against whom one or more of the alleged violations was committed.

58. Plaintiff has met all the Labor Code § 2699.3 requirements to commence a civil action against Defendants for violations of Labor Code §§ 226(a) and 226.3.

59. By the actions alleged herein, Defendants have failed to comply with Labor Code § 226(a) as it relates to Plaintiff and the other aggrieved employees. As alleged above, BRIGHTSIDE employs a policy and practice of failing to provide complete and accurate itemized wage statements to Plaintiff and other aggrieved employees as required by Labor Code § 226(a). In fact, Defendants did not provide any wage statements at all.

60. Therefore, Plaintiff, on behalf of and all current and former aggrieved employees, demands the Labor Code § 226.3 penalties provided for violations of Labor Code § 226(a). (If Labor Code § 226.3 is found not to apply to Defendants’ violations of Labor Code § 226(a), Plaintiff alternatively will seek Labor Code § 2699(f) penalties.)

61. Plaintiff further seeks reasonable attorneys’ fees and costs under Labor Code § 2699(g)(1).

Wherefore, Plaintiff prays for relief as set forth below.

VIII. FOURTH CAUSE OF ACTION

(LABOR CODE § 204 –

LABOR CODE PRIVATE ATTORNEYS GENERAL ACT OF 2004)

62. Plaintiff repeats and realleges each paragraph above as though fully set forth herein.

63. California Labor Code § 2699(f) permits “aggrieved employees” to recover certain penalties on their own behalf and on behalf of other current and former employees.

64. Plaintiff is an “aggrieved employee” as that term is defined in the Labor Code Private Attorneys General Act of 2004 because she is a person who was employed by the alleged violators and against whom one or more of the alleged violations was committed.

65. Plaintiff has met all the Labor Code § 2699.3 requirements to commence a civil action against Defendants for violations of Labor Code § 204.

66. By the actions alleged herein, Defendants have failed to comply with Labor Code § 204 as it relates to Plaintiff and the other aggrieved employees.

67. Therefore, Plaintiff, on behalf of and all current and former aggrieved employees, demands the penalties provided by Labor Code § 2699(f) for violations of Labor Code § 204.

68. Plaintiff further seeks reasonable attorneys' fees and costs under Labor Code § 2699(g)(1).

IX. FIFTH CAUSE OF ACTION

(LABOR CODE §§ 201-203 –

LABOR CODE PRIVATE ATTORNEYS GENERAL ACT OF 2004)

69. Plaintiff repeats and realleges each paragraph above as though fully set forth herein.

70. California Labor Code § 2699(f) permits "aggrieved employees" to recover certain penalties on their own behalf and on behalf of other current and former employees.

71. Plaintiff is an "aggrieved employee" as that term is defined in the Labor Code Private Attorneys General Act of 2004 because she is a person who was employed by the alleged violators and against whom one or more of the alleged violations was committed.

72. Plaintiff has met all the Labor Code § 2699.3 requirements to commence a civil action against Defendants for violations of Labor Code §§ 201-203.

73. By the actions alleged herein, Defendants failed to comply with Labor Code §§ 201-203 as they relate to Plaintiff and the other aggrieved employees.

74. Therefore, Plaintiff, on behalf of and all current and former aggrieved employees, demands the penalties provided by Labor Code § 2699(f) for violations of Labor Code §§ 201-203.

75. Plaintiff further seeks reasonable attorneys' fees and costs under Labor Code § 2699(g)(1).

Wherefore, Plaintiff prays for relief as set forth below.

X. SIXTH CAUSE OF ACTION

(LABOR CODE § 2802 –

LABOR CODE PRIVATE ATTORNEYS GENERAL ACT OF 2004)

76. Plaintiff repeats and realleges each paragraph above as though fully set forth herein.

77. Labor Code § 2699(f) permits “aggrieved employees” to recover certain penalties on their own behalf and on behalf of other current and former employees.

78. Plaintiff is an “aggrieved employee” as that term is defined in PAGA because she is a person who was employed by the alleged violators and against whom one or more of the alleged violations was committed.

79. Plaintiff has met all the Labor Code § 2699.3 requirements to commence a civil action against Defendants for violations of Labor Code § 2802.

80. By their actions as alleged herein, Defendants have failed to comply with Labor Code § 2802 as it relates to Plaintiff and other aggrieved employees.

81. Therefore, Plaintiff, on behalf of and all current and former aggrieved employees, demands the penalties provided by Labor Code § 2699(f) for violations of Labor Code §§ 2802.

82. Plaintiff further seeks reasonable attorneys’ fees and costs under Labor Code § 2699(g)(1).

Wherefore, Plaintiff prays for relief as set forth below.

XI. SEVENTH CAUSE OF ACTION

(WILLFUL MISCLASSIFICATION OF EMPLOYEES AS INDEPENDENT

CONTRACTORS- LABOR CODE PRIVATE ATTORNEYS GENERAL ACT OF 2004)

83. Plaintiff repeats and realleges each paragraph above as though fully set forth herein.

84. PAGA provides that, any provision of law under the Labor Code that provides for a civil penalty to be assessed and collected by the Labor and Workforce Development Agency for violation of the Labor Code, may, as an alternative, be recovered through a civil action brought by an aggrieved employee pursuant to the procedures outlined in Labor Code § 2699.3.

1 85. Plaintiff is an “aggrieved employee” as that term is defined in PAGA because she
2 is a person who was employed by the alleged violators and against whom one or more of the
3 alleged violations was committed.

4 86. Labor Code Labor Code § 226.8(a)(1) makes it unlawful for any person or
5 employer to willfully misclassify an individual as an independent contractor. Labor Code §
6 226.8(a)(2) makes it unlawful for any person or employer to charge an individual who has been
7 willfully misclassified as an independent contractor a fee, or make any deductions from their
8 compensation, for any purpose, including for goods, materials, space rental, services,
9 government licenses, repairs, equipment maintenance, or fines arising from the individual’s
10 employment when any of those acts would have violated the law if the individual had not been
11 misclassified.

12 87. At all relevant times, Defendants violated Labor Code § 226.8 by willfully
13 misclassifying Plaintiff and other aggrieved employees as independent contractors.

14 88. Plaintiff has met all of the Labor Code § 2699.3 requirements to commence a civil
15 action against Defendants for violations of Labor Code § 226.8.

16 89. Therefore, Plaintiff, for herself and all current and former aggrieved employees,
17 demands the maximum penalties provided by Labor Code §§ 226.8(b) and (c) and 2699(f) for
18 violations of Labor Code § 226.8.

19 90. Plaintiff, for all current and former aggrieved employees, requests the Court order
20 Defendants to place the notice required by Labor Code § 226.8(e) on SOS’ websites.

21 91. Plaintiff further seeks reasonable attorneys’ fees and costs under Labor Code §
22 2699(g)(1).

23 Wherefore, Plaintiff prays for relief as set forth below.

24 **XII. EIGHTH CAUSE OF ACTION**
25 **(REQUIRING EMPLOYEES TO AGREE TO UNLAWFUL TERMS AND CONDITIONS**
26 **– LABOR CODE PRIVATE ATTORNEYS’ GENERAL ACT OF 2004)**

27 92. Plaintiff repeats and realleges each paragraph above as though fully set forth
28 herein.

93. California Labor Code § 2699(f) permits “aggrieved employees” to recover certain penalties on their own behalf and on behalf of other current and former employees.

94. Plaintiff is an “aggrieved employee” as that term is defined in the Labor Code Private Attorneys General Act of 2004 because she is a person who was employed by the alleged violators and against whom one or more of the alleged violations was committed.

95. Plaintiff has met all of the Labor Code § 2699.3 requirements to commence a civil action against Defendants for violations of Labor Code § 432.5.

96. By the actions alleged herein, Defendants misclassified Plaintiff and other aggrieved employees as independent contractors and Defendants have failed to comply with Labor Code § 432.5 as they relate to Plaintiff and the other aggrieved employees.

97. Therefore, Plaintiff, for herself and all current and former aggrieved employees, demands the penalties provided by Labor Code § 2699(f) for violations of Labor Code § 432.5

98. Plaintiff further seeks reasonable attorneys' fees and costs under Labor Code § 2699(g)(1).

Wherefore, Plaintiff prays for relief as set forth below.

XIII. PRAYER FOR RELIEF

Plaintiff prays for relief as follows:

- i. For civil penalties as specified by Labor Code § 2699(f) for Plaintiff and each current and former aggrieved employee for each violation of Labor Code §§ 226.7, 510, 1194, 1194.2, 1197, 1197.1, 1198 and 1199 (failure to pay wages, including minimum wages and overtime, for all hours worked) during the applicable limitations period preceding the filing of the Complaint and up to and including the present and until the date of compliance with the law;
- ii. For civil penalties as specified by Labor Code § 2699(f) for Plaintiff and each current or former aggrieved employee for each violation of Labor Code §§ 226.2, 226.7, 1198 and 1199 (missed rest periods) during the applicable limitations period preceding the filing of the Complaint and up to and including the present and until the date of compliance with the law;

- iii. For civil penalties as specified by Labor Code § 226.3 for Plaintiff and each current or former aggrieved employee and on behalf of the State of California for each violation of Labor Code § 226(a) (failure to provide itemized wage statements) during the applicable limitations period preceding the original filing of the Complaint. (Should Labor Code § 226.3 be found not to apply to Defendants' violations of Labor Code § 226(a), Plaintiff alternatively seeks the civil penalties specified by Labor Code § 2699(f) for Plaintiff and each current or former aggrieved employee and on behalf of the State of California for each violation of Labor Code § 226(a) (failure to provide itemized wage statements) during the applicable limitations period preceding the original filing of the Complaint.)
- iv. For civil penalties as specified by Labor Code § 2699(f) for Plaintiff and each current or former aggrieved employee for each violation of Labor Code § 204 (failure to pay wages in a timely manner) during the applicable limitations period preceding the filing of the Complaint and up to and including the present and until the date of compliance with the law;
- v. For civil penalties as specified by Labor Code § 2699(f) for Plaintiff and each former aggrieved employee for each violation of Labor Code §§ 201-203 (failure to pay departing employees all wages due and owing) during the applicable limitations period preceding the filing of the Complaint and up to and including the present and until the date of compliance with the law;
- vi. For civil penalties as specified by Labor Code § 2699(f) for Plaintiff and each current or former aggrieved employee for each violation of Labor Code § 2802 (unreimbursed business expenses) during the applicable limitations period preceding the filing of the Complaint and up to and including the present and until the date of compliance with the law;
- vii. For civil penalties as specified by Labor Code § 2699(f) for each current and former aggrieved employee for each violation of Labor Code § 226.8 (willful misclassification of employees as independent contractors) during the applicable limitations period

preceding the filing of the Complaint and up to and including the present and until the date of compliance with the law;

viii. For civil penalties as specified by Labor Code § 2699(f) for each current or former aggrieved employee for each violation of Labor Code § 432.5 (requiring employees to agree to unlawful terms and conditions) during the applicable limitations period preceding the filing of the Complaint and up to and including the present and until the date of compliance with the law;

ix. For reasonable attorneys' fees and costs as allowed by law, including Labor Code § 2699(g)(1) and Code of Civil Procedure § 1021.5

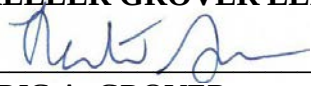
x. For all interest as required by Labor Code § 218.6 or any other applicable law; and

xi. For such other and further relief as the Court should deem proper.

Dated: June 9, 2025

Respectfully submitted,

KELLER GROVER LLP

By: 

ERIC A. GROVER

ROBERT SPENCER

Attorneys for Plaintiff and the Aggrieved Employees

EXHIBIT 4

Brightside, 12629-1001

Billing Details by Matter

Inception - 07/07/2026, Eric Grover

DATE	TIMEKEEPER	HOURLY RATE (\$)	HOURS	AMOUNT	DESCRIPTION
02/20/2025	Eric Grover	1,075.00	0.7	\$752.50	Review emails and other materials re new case.
04/02/2025	Eric Grover	1,075.00	1.0	\$1,075.00	Review and revise draft PAGA letter.
06/03/2025	Eric Grover	1,075.00	1.2	\$1,290.00	Review and revise draft complaint.
06/10/2025	Eric Grover	1,075.00	0.2	\$215.00	Review cmc order and email R Spencer re complex application
06/12/2025	Eric Grover	1,075.00	0.4	\$430.00	Review and revise draft complex application.
07/23/2025	Eric Grover	1,075.00	1.0	\$1,075.00	Review answer and motion for early evaluation and emails with R Spencer re same.
08/12/2025	Eric Grover	1,075.00	0.2	\$215.00	Emails re PAGA evaluation conference.
08/18/2025	Eric Grover	1,075.00	0.2	\$215.00	ENE related emails.
09/03/2025	Eric Grover	1,075.00	0.3	\$322.50	Review complex designation and cmc order.
10/03/2025	Eric Grover	1,075.00	0.4	\$430.00	Review notice of evaluation conference and emails with R Spencer re same.
11/04/2025	Eric Grover	1,075.00	1.3	\$1,397.50	Review defendant's PAGA ENE statement and discuss with R Spencer.
11/07/2025	Eric Grover	1,075.00	0.3	\$322.50	Emails re PAGA ENE.
11/17/2025	Eric Grover	1,075.00	0.2	\$215.00	Review ENE related emails.
12/23/2025	Eric Grover	1,075.00	1.0	\$1,075.00	Review Plaintiff's ENE submission.
12/24/2025	Eric Grover	1,075.00	0.2	\$215.00	Emails re ENE.
12/29/2025	Eric Grover	1,075.00	0.2	\$215.00	Emails re ENE.
12/31/2025	Eric Grover	1,075.00	0.2	\$215.00	Emails re ENE data.

DATE	TIMEKEEPER	HOURLY RATE (\$)	HOURS	AMOUNT	DESCRIPTION
01/02/2026	Eric Grover	1,075.00	0.4	\$430.00	Review ENE data and emails with R Spencer re same.
01/07/2026	Eric Grover	1,075.00	0.3	\$322.50	Several discussions with R Spencer re ENE.
01/13/2026	Eric Grover	1,075.00	0.3	\$322.50	Discuss settlement with R Spencer.
01/14/2026	Eric Grover	1,075.00	0.1	\$107.50	Email from court re cmc.
01/20/2026	Eric Grover	1,075.00	0.3	\$322.50	Emails re settlement and cmc issues.
Total:			10.40	\$11180.00	

EXHIBIT 5

Brightside, 12629-1001
Billing Details by Matter

Inception - 07/06/2026, Elizabeth Acevedo

DATE	TIMEKEEPER	HOURLY RATE (\$)	HOURS	AMOUNT	DESCRIPTION
06/30/2026	Elizabeth Acevedo	800.00	1.8	\$1,440.00	Draft motion for approval of PAGA settlement.
07/01/2026	Elizabeth Acevedo	800.00	8.1	\$6,480.00	Draft motion for approval of PAGA settlement, motion for attorneys' fees and costs and accompanying documents.
07/02/2026	Elizabeth Acevedo	800.00	3.2	\$2,560.00	Draft motion for approval of PAGA settlement, motion for attorneys' fees and costs and accompanying documents.
Total:			13.10	\$10,480.00	

EXHIBIT 6

Brightside, 12629-1001

Billing Details by Matter

Inception - 07/07/2026, Robert Spencer

DATE	TIMEKEEPER	HOURLY RATE (\$)	HOURS	AMOUNT	DESCRIPTION
03/12/2025	Robert Spencer	800.00	7.5	\$6,000.00	Draft PAGA letter.
03/21/2025	Robert Spencer	800.00	0.2	\$160.00	Telephone and text plaintiff.
03/26/2025	Robert Spencer	800.00	1.0	\$800.00	Telephone call with Plaintiff; review and edit PAGA letter.
03/28/2025	Robert Spencer	800.00	1.0	\$800.00	Edit PAGA letter; send to E. Grover for review.
04/02/2025	Robert Spencer	800.00	1.0	\$800.00	Finalize PAGA letter; send to Plaintiff; receive permission to file; file same.
05/01/2025	Robert Spencer	800.00	2.0	\$1,600.00	Research on internet to check for arbitration agreement; draft records request; telephone Plaintiff regarding same.
05/07/2025	Robert Spencer	800.00	5.0	\$4,000.00	Draft complaint.
05/07/2025	Robert Spencer	800.00	1.0	\$800.00	Search for related cases.
05/20/2025	Robert Spencer	800.00	7.0	\$5,600.00	Edit and draft complaint.
05/21/2025	Robert Spencer	800.00	0.1	\$80.00	Telephone Plaintiff.
06/09/2025	Robert Spencer	800.00	1.5	\$1,200.00	Telephone call with Plaintiff; edit and finalize complaint and complaint package; email complaint to Plaintiff and receive permission to file, file complaint; upload conformed copy of complaint to LWDA.
06/20/2025	Robert Spencer	800.00	0.2	\$160.00	Check docket for conformed copy of application for complex designation; have staff serve complaint package.
07/01/2025	Robert Spencer	800.00	3.0	\$2,400.00	Draft discovery.

DATE	TIMEKEEPER	HOURLY RATE (\$)	HOURS	AMOUNT	DESCRIPTION
07/08/2025	Robert Spencer	800.00	3.0	\$2,400.00	Edit discovery; send to E. Grover for review.
07/24/2025	Robert Spencer	800.00	1.5	\$1,200.00	Review statutes regarding early case evaluation; email E. Grover regarding same.
08/18/2025	Robert Spencer	800.00	0.3	\$240.00	Check status of hearing re request for early evaluation; email opposing counsel regarding same.
09/11/2025	Robert Spencer	800.00	0.4	\$320.00	Telephone call and emails with Plaintiff.
10/16/2025	Robert Spencer	800.00	0.2	\$160.00	Telephone call with opposing counsel.
10/27/2025	Robert Spencer	800.00	0.2	\$160.00	Review order continuing early settlement conference; texts with Plaintiff regarding same.
11/07/2025	Robert Spencer	800.00	4.0	\$3,200.00	Review Defendant's early evaluation statement; email Defendant regarding question; email and telephone Plaintiff regarding same.
11/11/2025	Robert Spencer	800.00	3.0	\$2,400.00	Draft Plaintiff early evaluation statement.
11/12/2025	Robert Spencer	800.00	3.0	\$2,400.00	Draft early evaluation conference statement.
11/14/2025	Robert Spencer	800.00	5.0	\$4,000.00	Draft early evaluation conference statement.
11/17/2025	Robert Spencer	800.00	0.3	\$240.00	Telephone call with Plaintiff.
11/17/2025	Robert Spencer	800.00	0.3	\$240.00	Emails with opposing counsel and court.
11/18/2025	Robert Spencer	800.00	1.5	\$1,200.00	Draft and send opposing counsel cmc statement.
11/18/2025	Robert Spencer	800.00	3.5	\$2,800.00	Legal research and draft Plaintiff's early evaluation statement.

DATE	TIMEKEEPER	HOURLY RATE (\$)	HOURS	AMOUNT	DESCRIPTION
11/19/2025	Robert Spencer	800.00	1.0	\$800.00	Review Defendant's changes to CMC statement; add additional portions for Plaintiff; send to opposing counsel; receive approval to file and file same; email court regarding remote appearances; review Court's updated procedures.
11/21/2025	Robert Spencer	800.00	0.1	\$80.00	Emails with opposing counsel.
12/12/2025	Robert Spencer	800.00	5.0	\$4,000.00	Edit early evaluation conference statement; insert additional facts from independent contractor agreements.
12/16/2025	Robert Spencer	800.00	0.2	\$160.00	Emails with opposing counsel.
12/18/2025	Robert Spencer	800.00	0.1	\$80.00	Email to opposing counsel.
12/18/2025	Robert Spencer	800.00	0.1	\$80.00	Email to co-counsel.
12/18/2025	Robert Spencer	800.00	0.1	\$80.00	Email staff; get updated costs.
12/19/2025	Robert Spencer	800.00	0.1	\$80.00	Emails with opposing counsel.
12/19/2025	Robert Spencer	800.00	0.1	\$80.00	Emails with E. Grover.
12/22/2025	Robert Spencer	800.00	8.0	\$6,400.00	Edit early evaluation conference statement to insert sections on damage calculations, even though data has not been received.
12/23/2025	Robert Spencer	800.00	6.0	\$4,800.00	Edit and finalize early evaluation statement; email the Court and send courtesy copy.
01/02/2026	Robert Spencer	800.00	2.0	\$1,600.00	Review Defendant's data production; perform pay period calculations.

DATE	TIMEKEEPER	HOURLY RATE (\$)	HOURS	AMOUNT	DESCRIPTION
01/04/2026	Robert Spencer	800.00	3.0	\$2,400.00	Additional data review; draft supplemental early evaluation statement.
01/05/2026	Robert Spencer	800.00	0.5	\$400.00	Telephone call with Plaintiff.
01/05/2026	Robert Spencer	800.00	4.0	\$3,200.00	Edit supplemental statement; finalize; email to Court and opposing counsel; send courtesy copies.
01/06/2026	Robert Spencer	800.00	1.0	\$800.00	Prepare Plaintiff for early evaluation conference.
01/06/2026	Robert Spencer	800.00	3.0	\$2,400.00	Prepare for early evaluation conference.
01/07/2026	Robert Spencer	800.00	5.5	\$4,400.00	Prepare for and participate in Early Evaluation Conference.
01/12/2026	Robert Spencer	800.00	0.2	\$160.00	Texts with Plaintiff.
01/13/2026	Robert Spencer	800.00	7.5	\$6,000.00	Prepare for and attend early evaluation conference, additional time spent drafting settlement agreement; send settlement agreement to opposing counsel for review.
01/14/2026	Robert Spencer	800.00	0.3	\$240.00	Emails with opposing counsel and Court; request CMC continuance.
01/15/2026	Robert Spencer	800.00	0.2	\$160.00	Emails with Court and opposing counsel.
01/20/2026	Robert Spencer	800.00	0.3	\$240.00	Emails with opposing counsel re dates to meet with Judge Ferrall.
01/21/2026	Robert Spencer	800.00	0.3	\$240.00	Emails with opposing counsel.
01/29/2026	Robert Spencer	800.00	0.7	\$560.00	Review opposing counsel's changes to case management statement; file and serve same; email appearances to the Court.

DATE	TIMEKEEPER	HOURLY RATE (\$)	HOURS	AMOUNT	DESCRIPTION
02/05/2026	Robert Spencer	800.00	0.5	\$400.00	Attend case management conference.
03/18/2026	Robert Spencer	800.00	0.2	\$160.00	Emails with opposing counsel.
03/23/2026	Robert Spencer	800.00	0.5	\$400.00	Review opposing counsel's draft of the settlement agreement and motion.
03/24/2026	Robert Spencer	800.00	0.2	\$160.00	Emails with Defendant.
03/25/2026	Robert Spencer	800.00	0.5	\$400.00	Prepare for cmc with Judge Ferrall, which was not held, emails regarding same.
04/08/2026	Robert Spencer	800.00	0.2	\$160.00	Email opposing counsel.
04/15/2026	Robert Spencer	800.00	0.4	\$320.00	Draft and review multiple emails.
04/24/2026	Robert Spencer	800.00	0.2	\$160.00	Emails with opposing counsel.
05/01/2026	Robert Spencer	800.00	0.1	\$80.00	Review and respond to emails.
05/06/2026	Robert Spencer	800.00	0.3	\$240.00	Participate in cmc with Judge Ferrall.
05/11/2026	Robert Spencer	800.00	3.0	\$2,400.00	Review Defendant's changes to settlement; run compare; additional edits; send to Defendant for review.
05/12/2026	Robert Spencer	800.00	0.4	\$320.00	Emails with opposing counsel and Court.
05/21/2026	Robert Spencer	800.00	0.2	\$160.00	Email opposing counsel.
06/03/2026	Robert Spencer	800.00	0.5	\$400.00	Finalize and file stipulation and order to continue PAGA approval hearing.
06/03/2026	Robert Spencer	800.00	1.0	\$800.00	Put settlement agreement in final pdf form; review with Plaintiff and send via docusign.

DATE	TIMEKEEPER	HOURLY RATE (\$)	HOURS	AMOUNT	DESCRIPTION
06/03/2026	Robert Spencer	800.00	0.3	\$240.00	Review order; calendar dates.
06/26/2026	Robert Spencer	800.00	0.2	\$160.00	Add signature to settlement agreement; email to co-counsel for signature; update opposing counsel.
Total:			114.70	\$91760.00	

EXHIBIT 7

RULE 1.5.1 – FEE DIVISIONS AMONG LAWYERS

Rule 1.5.1 of the State Bar of California's Rules of Professional Conduct governs fee divisions among lawyers. Rule 1.5.1 specifically states the following:

(a) Lawyers who are not in the same law firm* shall not divide a fee for legal services unless:

1. The lawyers enter into a written* agreement to divide the fee;
2. The client has consented in writing*, either at the time the lawyers enter into the agreement to divide the fee or as soon thereafter as reasonably* practicable, after a full written* disclosure to the client of: (i) the fact that a division of fees will be made; (ii) the identity of the lawyers or law firms* that are parties to the division; and (iii) the terms of the division; and
3. The total fee charged by all lawyers is not increased solely by reason of the agreement to divide fees.

(b) This rule does not apply to a division of fees pursuant to court order.

Comment: The writing* requirements of paragraphs (a)(1) and (a)(2) may be satisfied by one or more writings*.

In compliance with Rule 1.5.1, the financial arrangement between **Keller Grover LLP** and **Law Offices of Alex P. Katofsky, APC** is hereby being disclosed. **Keller Grover LLP** and **Law Offices of Alex P. Katofsky, APC** have agreed that v shall pay **Law Offices of Alex P. Katofsky, APC** a referral fee of 33.33% of the total attorney's fees collected with respect to your case. This amount will be calculated when your case has been settled and all legal work on your case has been completed. If a recovery is not obtained, the lawyers will receive no legal fees. Additionally, the total legal fee charged **Keller Grover LLP** and **Law Offices of Alex P. Katofsky, APC** is not being increased solely by reason of this provision for division of legal fees and is not unconscionable as that term is defined in Rule 1.5.1. **Keller Grover LLP** and **Law Offices of Alex P. Katofsky, APC** will be sharing the total legal fees.

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I, **Janae Heitkamp**, have been fully advised of the division of legal fees and the terms of the division. Before signing below, I have read, consent to, and fully understand all of the terms and conditions of the above noted division of legal fees between **v and Law Offices of Alex P. Katofsky, APC** with respect to my case against **Brightside Health, Inc.** I also acknowledge that I have received a copy of this Agreement upon execution thereof.

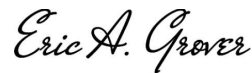
DATED: 02 / 26 / 2025



Janae Heitkamp

DATED: 02 / 26 / 2025

Keller Grover LLP



Eric Grover, Esq.

DATED: 02 / 26 / 2025

Law Offices of Alex P. Katofsky, APC



Alex P. Katofsky, Esq.

A photocopy or facsimile copy of this original is to be treated as an original.

EXHIBIT 8

Keller Grover

Brightsie Health Transaction Detail by Account

All Dates

Date	Name	Class	Amount
Case Expenses Receivable			
\$FedEx			
12/24/2025	FedEx	Brightside	40.55
01/06/2026	FedEx	Brightside	44.26
Total for \$FedEx			\$ 84.81
\$Filing & Court Fees			
04/03/2025	DLSE PAGA	Brightside	75.00
06/09/2025	One Legal, Inc.	Brightside	1,504.09
06/13/2025	One Legal, Inc.	Brightside	87.76
06/24/2025	One Legal, Inc.	Brightside	108.41
06/27/2025	One Legal, Inc.	Brightside	21.42
06/30/2025	One Legal, Inc.	Brightside	84.41
10/23/2025	One Legal, Inc.	Brightside	21.42
12/03/2025	File & ServeXpress LLC	Brightside	60.30
12/03/2025	File & ServeXpress LLC	Brightside	29.10
02/04/2026	File & ServeXpress LLC	Brightside	60.06
7/6/2026	File & ServeXpress LLC	Brightside	80.78
Total for \$Filing & Court Fees			\$ 2,132.75
\$Photocopies			
7/6/2026	Keller Grover LLP	Brightside	90.00
Total for \$Photocopies			\$ 90.00
\$Postage			
06/30/2025		Brightside	30.32
Total for \$Postage			\$ 30.32
\$Research			
04/08/2025	LexisNexis, RELX Inc.	Brightside	24.86
06/09/2025	LexisNexis, RELX Inc.	Brightside	17.24
07/08/2025	LexisNexis, RELX Inc.	Brightside	10.53
12/08/2025	LexisNexis, RELX Inc.	Brightside	7.73
01/08/2026	LexisNexis, RELX Inc.	Brightside	51.46
02/09/2026	LexisNexis, RELX Inc.	Brightside	10.08
7/6/2026	LexisNexis, RELX Inc.	Brightside	12.29
Total for \$Research			\$ 134.90
Total for Case Expenses Receivable			\$ 2,472.07

Monday, Jul 06, 2026 10:50:00 AM GMT-7

PROOF OF SERVICE

I, JOEY GONZALEZ, am employed in the County of San Francisco, State of California. I am over the age of eighteen and not a party to the within action. My business address is 1965 Market Street, San Francisco, California 94103. On **July 17, 2026**, in the case of *Jenae Heitkamp v. Brightside Health, Inc.*, San Francisco Superior Court Case Number CGC-25-626072, I served the foregoing document(s):

DECLARATION OF ROBERT W. SPENCER IN SUPPORT OF MOTIONS FOR AN ORDER APPROVING SETTLEMENT OF PAGA ACTION AND DISMISSING ACTION WITH PREJUDICE AND FOR AN ORDER AWARDING ATTORNEYS' FEES AND COSTS, ENHANCEMENT PAYMENT, AND SETTLEMENT ADMINISTRATION FEES

on the interested party(ies) below, using the following means:

Maria C. Rodriguez

Elvira R. Kras

Megan A. Lee

Claudia LeBrane

Courtney Danglade

MCDERMOTT WILL & EMERY LLP

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Los Angeles, CA 90067-3206

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Telephone: (818) 340-3600

Attorneys for Plaintiff

Jenae Heitkamp

alex@apkatlaw.com



(BY ELECTRONIC SERVICE- **File & ServeXpress**) by submitting an electronic version of the documents through the user interface at www.fileandserveexpress.com and by emailing a word version of the document to the above referenced email addresses.



(STATE) I declare under penalty of perjury under the laws of the State of California that the above is true and correct.



JOEY GONZALEZ