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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 JENAE HEITKAMP 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

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1 I, JANA HEITKAMP, declare as follows:

2 1. I am the named Plaintiff in the case against Brightside Health, Inc. (“Brightside” or
 3 “Defendant”). I submit this declaration in support of Plaintiff’s motion for PAGA approval as well
 4 as the motion for attorneys’ fees and costs, enhancement payment, and settlement administration
 5 fees. I am a competent adult, I have personal knowledge of the facts set forth in this declaration,
 6 and I could and would testify competently under oath if called as a witness.

7 2. Brightside provides remote therapy services throughout California. I worked for
 8 Brightside a purported independent contractor remote therapist from approximately February 2023
 9 through January 2025 in Orange County, California.

10 3. I believed Brightside improperly classified me as an independent contractor, and
 11 believed it was wrong for Brightside to not pay me for all of my hours worked, to not provide me
 12 with adequate rest breaks, to not reimburse my business expenses, and to not pay me all my wages
 13 due and owing on my last day of work.

14 4. Prior to initiating this action, I initially spoke to my attorney Alex Katofsky of Law
 15 Offices of Alex P. Katofsky, A Professional Corporation (Law Offices of Alex P. Katofsky). I
 16 spent over two hours speaking with Mr. Katofsky describing the facts of my case. I also spent
 17 approximately five hours over multiple days searching for documents that would aid Mr. Katofsky
 18 in this case.

19 5. Mr. Katofsky also introduced me to my other attorney, Robert Spencer, Esq. of
 20 Keller Grover LLP. I spent over an hour describing to Mr. Spencer the facts of my case. We also
 21 discussed the fact that this case would be brought as a PAGA action and what that meant, including
 22 that a PAGA action is an enforcement action on behalf of the State of California that seeks
 23 penalties. We also discussed my responsibilities as a representative of the aggrieved independent
 24 contractor remote therapists. Additionally, we discussed what litigation was like, including the
 25 different stages of litigation, the work it entails, and how long these types of cases take. I then
 26 determined that Keller Grover LLP and Law Offices of Alex P. Katofsky were the proper law
 27 firms to bring my case.
 28

1 6. From the inception of this lawsuit, I have understood that this is a PAGA action that
2 is an enforcement action on behalf of the State of California that seeks penalties. I worked with
3 Mr. Spencer to draft the PAGA letter. We spent close to an hour on the telephone to make sure it
4 was factually correct. I also spent an hour reviewing it before it was sent to the LWDA. I also
5 reviewed the complaint after it was drafted, Mr. Spencer provided it to me before it was filed. I
6 spent an hour reviewing it before it was filed to make sure it was accurate.

7 7. Mr. Spencer kept me up to date regarding the status of my case. Mr. Spencer let me
8 know that Defendant wanted to engage in an early evaluation conference with the Court, a new
9 procedure for PAGA cases. We talked about what this meant as well as my responsibilities. I
10 made sure to make myself available on the date of the early evaluation conference. I also had
11 numerous telephone conversations with Mr. Spencer to answer questions he had in order to draft
12 the early evaluation statement. I also spent over half an hour preparing for the conference with Mr.
13 Spencer.

14 8. The early evaluation conference was held remotely over zoom on January 7, 2026.
15 The conference was held remotely I attended the early evaluation conference with Judge Ferrall,
16 which took close to an entire day. The following week I attended a follow-up conference that was
17 held on January 13, 2026.

18 9. After the early evaluation conference, it took some time for the attorneys to negotiate
19 the language of the Labor Code Private Attorneys General Act Settlement Agreement (“Settlement
20 Agreement”). Mr. Spencer kept me updated regarding the progress. When the Settlement
21 Agreement was ready, I reviewed it with Mr. Spencer and spent approximately half an hour
22 discussing with him regarding how the settlement funds were to be distributed and whether the
23 settlement and the plan of distribution were fair. I then spent another hour reviewing the Settlement
24 Agreement at home.

25 10. Throughout my involvement in the case, I have maintained regular telephonic
26 communications with Mr. Spencer to discuss the status of the case and to respond to any questions
27 he might have. We speak at least once month, if not more.
28

1 11. When I agreed to act as a named plaintiff, I understood that I might be responsible
2 for some of the costs incurred by Defendant if the lawsuit was unsuccessful. In addition to this, I
3 worried about my reputation in the community if people were to find out I had sued somebody. I
4 would also have attended trial and testified if the case had reached that point.

5 12. I also am concerned about the possible repercussions to my future job opportunities
6 because I have been a plaintiff in a wage and hour lawsuit against Brightside.

7 13. I understood from the beginning that I was pursuing this case not only for my own
8 benefit, but also for the benefit of large numbers of past and present purported independent
9 contractor remote therapists and the State of California.

10 14. I believe that the settlement reached in this case is fair and, in light of the risks
11 involved, will justly compensate the State of California and the aggrieved independent contractor
12 remote therapists. I believe that the enhancement I have requested is fair in light of the work I put
13 into the case, the risks I took, the harm that I believe my suing Brightside could cause me in terms
14 of future job prospects, and the benefits that have been achieved for the State of California and the
15 aggrieved independent remote contractor therapists. I have also provided a general release of my
16 claims.

17 15. I understand that as a PAGA representative I have to be a champion of the causes of
18 many other people with similar claims as my own. As a proposed PAGA representative, I am fully
19 aware that this means that I have responsibilities to the State of California and the aggrieved
20 independent contractor remote therapists. I know that I am a fiduciary to the State of California
21 and the aggrieved independent contractor remote therapists. This means that I have to look out for
22 the best interest of the State of California and the aggrieved independent contractor remote
23 therapists I have a responsibility to consider the interests of the State of California and the
24 aggrieved independent contractor remote therapists just as I would consider my own interest, even
25 if that means that I must put their interests before my own.

26 16. I know that I have to actively participate in the lawsuit, which I have done. I have
27 worked with my attorneys throughout this lawsuit and am always available to answer their
28 questions. I also participated in the early evaluation conferences with Judge Ferrall that took place

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on two separate days as I described above. I would have also testified if need be as well as attend trial.

17. I also know that it is my duty to cooperate fully in this action and be forthright with both the attorneys and the Court by being truthful and providing all of the facts, both good and bad, when asked.

18. I understand the settlement we have reached in this case must be approved by the Court and I must protect the interest of the State of California and the aggrieved independent contractor remote therapists. I have reviewed and approved the settlement and I believe that it is fair and will justly compensate the State of California and the aggrieved independent contractor remote therapists.

19. I have no interest in or relationship with the proposed Settlement Administrator, Phoenix Settlement Administrators.

20. I am also aware of that the Court has to approve the attorneys' fees as part of the settlement approval process. I confirm that the fee split is 66.67% to Keller Grover LLP and 33.33% to Law Offices of Alex P. Katofsky. I approve of this split.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct, and that this Declaration was executed on 7/16/2026 at Tustin, California.



JANAE HEITKAMP

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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 JANAE HEITKAMP 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:

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☒ (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