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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

AMENDED 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, on June 9, 2025, 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 (“the Operative Complaint”);

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

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

G. INDIVIDUAL SETTLEMENT PAYMENT. The term “Individual Settlement Payment” as used herein means the pro rata payment that each member of the PAGA Group will receive as his or her share of the Net Settlement Amount. 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. Defendant represents that, based on a reasonable investigation of its records, the total number of full pay periods for services performed by individuals in the PAGA Group, including Plaintiff, does not exceed 1,422 monthly pay periods.

H. LITIGATION. The term “Litigation” as used herein means the action entitled *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 means all persons engaged by Defendant in California and classified as an independent contractor remote therapist who performed services for Defendant during the PAGA Release Period. 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

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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

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

VI. RELEASE

Effective on the date when Defendant fully funds the entire Gross Settlement Amount, Plaintiff and Plaintiff's Counsel will release claims against all Released Parties as follows:

A. PLAINTIFF'S RELEASE.

Plaintiff and Plaintiff's respective former and present representatives, agents, attorneys (including Plaintiff's Counsel), administrators, successors and assigns generally, release and discharge Defendant and Defendant's partners, parents, subsidiaries, affiliates, attorneys, and all agents thereof (collectively, the "Released Parties") from all claims, transactions or occurrences [that occurred during the PAGA Release Period], including, but not limited to: all claims that were, or reasonably could have been, alleged, based on the facts contained in the Operative Complaint and the PAGA Notice ("Plaintiff's Release"). Plaintiff's Release does not extend to any claims or actions to enforce this Agreement, or to any claims for vested benefits, unemployment benefits, disability benefits, social security benefits, or workers' compensation benefits that arose at anytime or based on occurrences outside the PAGA Release Period. Plaintiff acknowledges that Plaintiff may discover facts or law different from, or in addition to, the facts or law that Plaintiff now knows or believes to be true but agrees, nonetheless, that Plaintiff's Release shall be and remain effective in all respects, notwithstanding such different or additional facts or Plaintiff's discovery of them.

B. PLAINTIFF'S WAIVER OF RIGHTS UNDER CIVIL CODE SECTION 1542.

For purposes of Plaintiff's Release, Plaintiff expressly waives and relinquishes the provisions, rights, and benefits, if any, of section 1542 of the California Civil Code, which reads:

A general release does not extend to claims that the creditor or releasing party does not know or suspect to exist in his or her 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.

C. RELEASE BY PAGA GROUP.

All members of the PAGA Group are deemed to release, on behalf of themselves and their respective former and present representatives, agents, attorneys, administrators, successors and assigns, the Released Parties from all claims for PAGA Penalties that were alleged, or reasonably could have been alleged, based on the facts and allegations in the Operative Complaint that are alleged to have occurred during the PAGA Release Period and the PAGA Notice.

VII. SETTLEMENT ADMINISTRATOR

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

VIII. NOTICE

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

As soon as practicable following approval of the settlement, but no later than 21 calendar days after the Effective Date, Defendant will provide to the Settlement Administrator the following information about each PAGA Group member: (1) name; (2) last known home address; (3) number of pay periods as a PAGA Group member during the PAGA Release Period; and (4) social security number (collectively referred to as the "PAGA List"). To protect the PAGA

Group's rights to privacy, the Administrator must maintain the PAGA List in confidence, use the PAGA List only for purposes of this Settlement and for no other purpose, and restrict access to the PAGA List to Administrator employees who need access to the PAGA List to effect and perform under this Agreement.

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 remitted to California's unclaimed property fund in the name of the applicable PAGA Group member.

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.

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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 180 days of their issuance. Any settlement checks that remain uncashed 180 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.

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

X. RENEGOTIATION IF CONCERNS ARE RAISED

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

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

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

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

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

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

XI. NO CONTRIBUTIONS TO EMPLOYEE BENEFIT PLAN

The amounts paid under this Agreement do not represent a modification of any previously credited hours of service under any employee benefit plan, policy, or bonus program sponsored by Defendant. Such amounts will not form the basis for additional contributions to, benefits under, or any other monetary entitlement under, benefit plans (self-insured or not) sponsored by Defendant, policies or bonus programs. Any payments made under the terms of this Agreement shall not be applied retroactively, currently, or on a going forward basis as salary, earnings, wages, or any other form of compensation for the purposes of Defendant's benefit plan, policy or bonus program. Defendant retains the right to modify the language of its benefit plans, policies, and bonus programs to effect this intent and to make clear that any amounts paid pursuant to this Agreement are not for "hours worked," "hours paid," "hours of service," or any similar measuring term as defined by applicable plans, policies, and bonus programs for purpose of eligibility, vesting, benefit accrual or any other purpose, and that additional contributions or benefits are not required by this Agreement.

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

Defendant shall not oppose an application by Plaintiff's Counsel for, and Plaintiff's Counsel shall not seek or receive an amount more than one-third of the Settlement Amount, for all past and future attorneys' fees necessary to prosecute, settle, and administer the Litigation and this Agreement. Additionally, Defendant shall not oppose an application by Plaintiff's Counsel for reimbursement of all past and future litigation costs and expenses necessary to prosecute, settle, and administer the Litigation and this Agreement, which Plaintiff's Counsel estimates will not exceed \$5,000. Any attorneys' fees or litigation costs awarded to Plaintiff's Counsel by the Court shall be deducted from the Settlement Amount for the purpose of determining the Net Settlement Amount, and the Administrator shall pay Plaintiff's Counsel fees and expenses and report the payments on one or more IRS 1099 forms. This amount shall include all attorneys' fees, litigation costs, and expenses for which Plaintiff and Plaintiff's Counsel could claim in this Litigation under any legal theory whatsoever. Released Parties shall have no liability to Plaintiff's Counsel or any other Plaintiff's counsel arising from any claim to any portion of any

1 fee and/or litigation costs award. Should the Court approve a lesser percentage or amount of fees
2 and/or litigation costs than the amount that Plaintiff's Counsel seeks, then the unapproved portion
3 or portions shall revert to the Net Settlement Amount. The award of fees and/or litigation costs to
4 Plaintiff's Counsel is not a material term of this Agreement and does not give rise to a basis to
5 abrogate this Agreement.

6 **XIII. ENHANCEMENT TO PLAINTIFF**

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

14 **XIV. TAXATION AND ALLOCATION**

15 For withholding tax characterization purposes and payment of taxes, the Net Settlement
16 Amount shall be deemed and is allocated by the Parties as follows ("Net Settlement Allocation"):
17 100% as penalties. The Parties agree that all payments under this Agreement are penalties and
18 not wages, compensation for services, or remuneration for employment, and no portion shall be
19 treated as wages for any purpose.

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

22 **XV. COURT APPROVAL**

23 Plaintiff's Counsel will prepare and deliver to Defense Counsel all documents necessary
24 for obtaining approval of this Settlement under Labor Code § 2699 (f)(2) including (i) a draft
25 proposed Order Granting Approval of PAGA Settlement; and (ii) a signed declaration from
26 Plaintiff's Counsel attesting to its timely transmission to the LWDA of all necessary PAGA
27 documents (initial notice of violations (Labor Code § 2699.3 (a)), operative Complaint (Labor
28 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.

XVI. APPRAISAL AND CERTIFICATION BY THE SETTLEMENT

ADMINISTRATOR

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

XVII. MISCELLANEOUS PROVISIONS

A. STAY OF LITIGATION.

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

B. INTERPRETATION OF THE AGREEMENT.

This Agreement constitutes the entire agreement between Plaintiff and Defendant. Except as expressly provided herein, this Agreement has not been executed in reliance upon any other written or oral representations or terms, and no such extrinsic oral or written representations or terms shall modify, vary, or contradict its terms. In entering into this Agreement, the Parties agree that this Agreement is to be construed according to its terms and may not be varied or contradicted by extrinsic evidence. This Agreement will be interpreted and enforced under the laws of the State of California, both in its procedural and substantive aspects, without regard to its conflict of law's provisions. Any claim arising out of or relating to this Agreement, or the subject matter hereof, will be resolved solely and exclusively in the Superior Court of the State of California for the County of San Francisco, and Plaintiff and Defendant hereby consent to the personal jurisdiction of the Court over them solely in connection therewith. Plaintiff, on her own behalf and on behalf of the PAGA Group and the State of California, and Defendant participated

in the negotiation and drafting of this Agreement and had available to them the advice and assistance of independent counsel. As such, neither Plaintiff nor Defendant may claim that any 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.

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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:

9/21/2026

DATED: September __, 2026



JENAE HEITKAMP

DATED: September __, 2026

BRIGHTSIDE HEALTH, INC.

By: _____

APPROVED AS TO FORM:

DATED: September 22, 2026

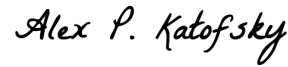
KELLER GROVER LLP

By: 

ERIC A. GROVER
ROBERT W. SPENCER
Attorney for Plaintiff

DATED: September 22, 2026

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



By: _____
ALEX P. KATOFSKY
Attorney for Plaintiff

DATED: September __, 2026

MCDERMOTT WILL & SCHULTE LLP

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

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 a member of the PAGA Group in the above referenced matter. The PAGA Group means all persons engaged by Defendant in California and classified as an independent contractor remote therapist who performed services for Defendant during the PAGA Release Period.

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 PAGA Group members 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 PAGA Group members between April 2, 2024 through January 7, 2026, inclusive. 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 worked for Defendant between April 2, 2024 through January 7, 2026, inclusive. Your Individual Settlement Payment is provided with this Notice, and will remain

negotiable for 180 days. If you do not cash, deposit, or negotiate your Individual Settlement Payment within 180 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:

Effective on the date when Defendant fully funds the entire Gross Settlement Amount, Plaintiff and PAGA Counsel will release claims against all Released Parties as follows:

RELEASE BY PAGA GROUP.

All members of the PAGA Group are deemed to release, on behalf of themselves and their respective former and present representatives, agents, attorneys, administrators, successors and assigns, the Released Parties from all claims for PAGA Penalties that were alleged, or reasonably could have been alleged, based on the facts and allegations in the Operative Complaint that are alleged to have occurred during the PAGA Release Period and the PAGA Notice.

The Released Parties are defined as Defendant and Defendant's partners, parents, subsidiaries, affiliates, attorneys, and all agents thereof.

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 _____.