

SUPERIOR COURT OF THE STATE OF CALIFORNIA  
COUNTY OF SAN MATEO

In re CASTLIGHT HEALTH, INC. SHAREHOLDER LITIGATION	)	Lead Case No. CIV533203
	)	<u>CLASS ACTION</u>
_____	)	
This Document Relates To:	)	Assigned for All Purposes to the Honorable Marie S. Weiner
ALL ACTIONS.	)	Dept. 2
_____	)	Date Action Filed: 04/02/15

**NOTICE OF PROPOSED SETTLEMENT OF CLASS ACTION**

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

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

**WHY SHOULD I READ THIS NOTICE?**

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

**WHAT IS THIS LAWSUIT ABOUT?**

**The Allegations and Status of the Case**

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

<sup>1</sup> The Stipulation and all of its Exhibits can be viewed at [www.castlightshareholderlitigation.com](http://www.castlightshareholderlitigation.com). All capitalized terms used herein have the same meanings as the terms defined in the Stipulation.

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

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

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

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

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

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

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

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

#### **HOW DO I KNOW IF I AM A CLASS MEMBER?**

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

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

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

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

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

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

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

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

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

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

Initial Public Offering Price: \$16.00 per share

Closing price on the date the lawsuit was filed<sup>3</sup>: \$7.68 per share

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

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

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

A purchase or sale of Castlight common stock shall be deemed to have occurred on the "contract" or "trade" date as opposed to the "settlement" or "payment" date. All purchase and sale prices shall exclude any fees and commissions. The receipt or grant by gift, devise, or operation of law of Castlight Class B common

<sup>2</sup> "Previously Named Defendants" means Venrock Partners V, L.P., Allen & Company LLC, Stifel, Nicolaus & Company, Incorporated, Canaccord Genuity Inc., and Raymond James & Associates, Inc.

<sup>3</sup> The initial class action complaint was filed on April 2, 2015.

stock during the Class Period shall not be deemed a purchase or sale of Castlight Class B common stock for the calculation of a claimant's recognized claim nor shall it be deemed an assignment of any claim relating to the purchase of such shares unless specifically provided in the instrument of gift or assignment. The receipt of Castlight Class B common stock during the Class Period in exchange for securities of any other corporation or entity shall not be deemed a purchase or sale of Castlight Class B common stock.

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

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

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

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

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

Payment pursuant to the Plan of Allocation set forth above shall be conclusive against all Authorized Claimants. No Person shall have any claim against Plaintiffs, Plaintiffs' Counsel, any Claims Administrator, any other Person designated by Plaintiffs' Counsel, or any of the Released Parties based on the distributions made substantially in accordance with the Stipulation and the Settlement contained therein, the Plan of Allocation, or further orders of the Court. All Class Members who fail to complete and file a valid and timely Proof of Claim shall be barred from participating in distributions from the Net Settlement Fund (unless otherwise ordered by the Court), but otherwise shall be bound by all of the terms of the Stipulation, including the terms of any judgment entered and the releases given.

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

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

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

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

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

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

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

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

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

### **WHO REPRESENTS THE CLASS?**

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

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

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

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

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

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

To exclude yourself from the Class, you must send a letter by mail saying that you want to be excluded from the Class in the following action: *In re Castlight Health, Inc. Shareholder Litigation*, Lead Case No. CIV533203. You must include your name, address, telephone number, and sign the letter. You should also include the number of shares of Castlight common stock you purchased during the Class Period. Your exclusion request must be **postmarked no later than October 7, 2016** and sent to the Claims Administrator at:

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

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

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

Yes. If you are a Class Member, you may object to the terms of the Settlement. Whether or not you object to the terms of the Settlement, you may also object to the requested attorneys' fees, costs, and expenses, the payment to Plaintiffs for their time and expenses, and/or the Plan of Allocation. In order for any objection to be considered, you must file a written statement, accompanied by proof of Class membership, with the Court, and send a copy to Class Counsel **by October 7, 2016**. The Court's address is Superior Court of San Mateo, Hall of Justice and Records, 400 County Center, Redwood City, CA 94063, and Class Counsel's addresses are Robbins Geller Rudman & Dowd LLP, 655 West Broadway, Suite 1900, San Diego, CA 92101, c/o Jeffrey D. Light; and Labaton Sucharow LLP, 140 Broadway, New York, NY 10005, c/o Jonathan Gardner. Attendance at the Settlement Fairness Hearing is not necessary; however, persons wishing to be heard orally at the Settlement Fairness Hearing are required to indicate in their written objection their intention to appear at the hearing and identify any witnesses they may call to testify and exhibits, if any, they intend to introduce into evidence.

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

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

**HOW CAN I GET A PAYMENT?**

In order to qualify for a payment, you must submit a Proof of Claim. A Proof of Claim is enclosed with this Notice or it may be downloaded at [www.castlightshareholderlitigation.com](http://www.castlightshareholderlitigation.com). Read the instructions carefully, fill out the Proof of Claim, include all the documents the form asks for, sign it, and mail or submit it online so that it is **postmarked (if mailed) or received (if filed electronically) no later than November 1, 2016**. The claim form may be submitted online at [www.castlightshareholderlitigation.com](http://www.castlightshareholderlitigation.com). If you do not submit a valid Proof of Claim with all of the required information, you will not receive a payment from the Net Settlement Fund; however, unless you expressly exclude yourself from the Class as described above, you will still be bound in all other respects by the Settlement, the Judgment, and the releases contained in them.

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

Unless you exclude yourself, you are staying in the Class, and that means that you cannot sue, continue to sue, or be part of any other lawsuit against the Defendants about the same issues in this case or about issues that could have been asserted in this case. It also means that all of the Court's orders will apply to you and legally bind you and you will release your Released Claims in this case against Defendants, the

Previously Named Defendants<sup>4</sup>, and their respective Related Persons (collectively, the “Released Parties”). “Released Claims” shall collectively mean any and all claims (including “Unknown Claims” as defined in paragraph 1.29 of the Stipulation) against any of the Released Parties, arising out of, relating to, or in connection with both (i) the facts, events, transactions, acts, occurrences, statements, representations, misrepresentations, or omissions, which were or could have been alleged in the Litigation, and (ii) the purchase, acquisition, or holding of Castlight Class B common stock pursuant or traceable to the Registration Statement issued in connection with Castlight’s March 14, 2014 initial public offering on or before September 10, 2014 (except for claims to enforce the Settlement).

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

### **THE SETTLEMENT FAIRNESS HEARING**

The Court will hold a Settlement Fairness Hearing on **October 28, 2016, at 9:00 a.m.**, before the Honorable Marie S. Weiner at the Superior Court of California, County of San Mateo, Department 2, Courtroom 2E, 400 County Center, Redwood City, CA 94063, for the purpose of determining whether: (1) the Settlement of the Litigation for \$9,500,000 in cash should be approved by the Court as fair, reasonable, and adequate; (2) to award Plaintiffs’ Counsel attorneys’ fees and expenses out of the Settlement Fund; (3) to pay Plaintiffs for their time and expenses they incurred in representing the Class out of the Settlement Fund; and (4) the Plan of Allocation should be approved by the Court. The Court may adjourn or continue the Settlement Fairness Hearing without further notice to Members of the Class.

Any Class Member may appear at the Settlement Fairness Hearing and be heard on any of the foregoing matters; provided, however, that no such person shall be heard unless his, her, or its objection is made in writing and is filed, together with proof of membership in the Class and with copies of all other papers and briefs to be submitted by him, her, or it to the Court at the Settlement Fairness Hearing, with the Court **no later than October 7, 2016**, and showing proof of service on the following counsel:

Jeffrey D. Light  
ROBBINS GELLER RUDMAN  
& DOWD LLP  
655 West Broadway, Suite 1900  
San Diego, CA 92101

Jonathan Gardner  
LABATON SUCHAROW LLP  
140 Broadway  
New York, NY 10005

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

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<sup>4</sup> “Previously Named Defendants” means Venrock Partners V, L.P., Allen & Company LLC, Stifel Nicolaus & Company, Incorporated, Canaccord Genuity Inc., and Raymond James & Associates, Inc.

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

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

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

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

### **DO NOT WRITE TO OR TELEPHONE THE COURT FOR INFORMATION**

### **SPECIAL NOTICE TO BANKS, BROKERS, AND OTHER NOMINEES**

If you hold any Castlight Class B common stock purchased between March 14, 2014 and September 10, 2014, as a nominee for a beneficial owner, then, within ten (10) days after you receive this Notice, you must either: (1) send a copy of this Notice by First-Class Mail to all such Persons; or (2) provide a list of the names and addresses of such Persons to the Claims Administrator:

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

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

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

DATED: August 3, 2016

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