

UNITED STATES SECURITIES AND EXCHANGE COMMISSION
Washington, D.C. 20549

AMENDMENT NO. 1

TO

Form S-4

REGISTRATION STATEMENT
UNDER
THE SECURITIES ACT OF 1933

CASTLIGHT HEALTH, INC.

(Exact name of Registrant as specified in its charter)

Delaware

*(State or other jurisdiction of
incorporation or organization)*

7374

*(Primary Standard Industrial
Classification Code Number)*

26-1989091

*(I.R.S. Employer
Identification Number)*

**150 Spear Street, Suite 400
San Francisco, California 94105
(415) 829-1400**

*(Address, including zip code, and telephone number,
including area code, of Registrant's principal executive offices)*

**Siobhan Nolan Mangini
Chief Financial Officer
Castlight Health, Inc.**

**150 Spear Street, Suite 400
San Francisco, California 94105
(415) 829-1400**

*(Name, address, including zip code, and telephone number,
including area code, of agent for service)*

Copies to:

**Matthew S. Rossiter, Esq.
Robert A. Freedman, Esq.
Fenwick & West LLP
Silicon Valley Center
801 California Street
Mountain View, California 94041
(650) 988-8500**

**Jennifer W. Chaloeontiarana, Esq.
General Counsel
and Corporate Secretary
Castlight Health, Inc.
150 Spear Street, Suite 400
San Francisco, California 94105
(415) 829-1400**

**Andrew Y. Luh, Esq.
Robin M. Stenerson, Esq.
Gunderson Dettmer Stough
Villeneuve Franklin & Hachigian, LLP
1200 Seaport Boulevard
Redwood City, California 94063
(650) 321-2400**

Approximate date of commencement of proposed sale of the securities to the public: As soon as practicable after this Registration Statement becomes effective and upon completion of the mergers described in the enclosed joint proxy statement/prospectus/information statement.

If the securities being registered on this Form are being offered in connection with the formation of a holding company and there is compliance with General Instruction G, check the following box.

If this Form is filed to register additional securities for an offering pursuant to Rule 462(b) under the Securities Act of 1933, as amended, check the following box and list the Securities Act registration statement number of the earlier effective registration statement for the same offering.

If this Form is a post-effective amendment filed pursuant to Rule 462(d) under the Securities Act, check the following box and list the Securities Act registration statement number of the earlier effective registration statement for the same offering.

Indicate by check mark whether the Registrant is a large accelerated filer, an accelerated filer, a non-accelerated filer, or a smaller reporting company. See the definitions of "large accelerated filer," "accelerated filer" and "smaller reporting company" in Rule 12b-2 of the Securities Exchange Act of 1934.

Large accelerated filer

Accelerated filer

Non-accelerated filer

Smaller reporting company

The Registrant hereby amends this Registration Statement on such date or dates as may be necessary to delay its effective date until the Registrant shall file a further amendment which specifically states that this Registration Statement shall thereafter become effective in accordance with Section 8(a) of the Securities Act of 1933, as amended, or until the Registration Statement shall become effective on such date as the Commission, acting pursuant to said Section 8(a), may determine.

EXPLANATORY NOTE

This Amendment No. 1 to the Registration Statement on Form S-4 of Castlight Health, Inc., which we refer to as Amendment No.1, is being filed solely for the purposes of amending the disclosures in Items 21 and 22 of Part II and filing Exhibits 5.1, 99.1 and 99.2. No changes or additions are being made hereby to the joint proxy statement/prospectus/information statement constituting Part I of the Registration Statement (not included herein) or to Item 20 of Part II of the Registration Statement.

PART II

INFORMATION NOT REQUIRED IN PROSPECTUS

Item 20. Indemnification of Officers and Directors

Section 145 of the DGCL authorizes a court to award or a corporation's board to grant indemnification to directors and officers in terms that are sufficiently broad to permit indemnification under certain circumstances for liabilities (including reimbursement for expenses incurred) arising under the Securities Act of 1933. Castlight's certificate of incorporation contains a provision eliminating the personal liability of its directors to Castlight or its stockholders for breach of fiduciary duty as a director to the fullest extent permitted by applicable law. Castlight's bylaws provide for the mandatory indemnification of Castlight's directors and officers to the maximum extent permitted by Delaware law. In addition, Castlight's bylaws give it the power to indemnify its employees and agents to the maximum extent permitted by Delaware law.

Under the terms of the merger agreement, for a period of six years following the completion of the merger, Castlight will indemnify and hold harmless, reimburse, exculpate from liability, and advance expenses to all current or former directors or officers of Jiff to the same extent and on the same terms as such persons are entitled to indemnification, reimbursement, exculpation or expense advancement by Jiff as of the date of the merger agreement, whether pursuant to applicable documents, individual indemnification agreements, by applicable law or otherwise, for acts or omissions or matters that occurred or arose at or prior to the completion of the merger (regardless of whether any proceeding relating to any D&O Indemnified Party's rights to indemnification, exculpation, or expense advancement with respect to any such matters, acts, or omissions is commenced before or after the completion of the merger). Jiff must also cause coverage to be extended under the directors' and officers' insurance policy maintained by Jiff as of the date of the merger agreement with respect to any actions or omissions by any current or former officers or directors of Jiff occurring prior to the completion of the merger, by obtaining a related "tail" policy that has an effective term of six years from the completion of the merger, with coverage in amount and scope at least as favorable as Jiff's existing coverage.

Item 21. Exhibits and Financial Statement Schedules

(1) The following exhibits are filed herewith or incorporated herein by reference:

Exhibit Number	Exhibit Description
2.1*	Agreement and Plan of Merger and Reorganization, dated as of January 4, 2017, by and among Castlight Health, Inc., Neptune Acquisition Subsidiary, Inc. and Jiff, Inc., previously filed (included as Annex A to the joint proxy statement/prospectus/information statement forming part of this registration statement)
3.1*	Restated Certificate of Incorporation of Castlight Health, Inc. (incorporated by reference to Exhibit 3.1 to Castlight Health, Inc.'s Form 10-Q filed on May 12, 2014)
3.2*	Amended and Restated Bylaws of Castlight Health, Inc. (incorporated by reference to Exhibit 3.1 to Castlight Health, Inc.'s Form 10-Q filed on May 12, 2014)
5.1	Legal opinion of Fenwick & West LLP
23.1	Consent of Fenwick & West LLP (included as part of its opinion in Exhibit 5.1)
23.2*	Consent of Ernst & Young LLP, independent registered public accounting firm.
23.3*	Consent of Frank Rimerman + Co. LLP
24.1*	Power of Attorney
99.1	Form of Proxy for Castlight Health, Inc.
99.2	Form of Written Consent for Jiff, Inc.
99.3*	Consent of Allen & Company LLC
99.4*	Consent of John C. Doyle
99.5*	Consent of Derek Newell
99.6*	Consent of James Currier

* Previously filed.

Item 22. Undertakings

(a) The undersigned registrant hereby undertakes

(1) To file, during any period in which offers or sales are being made, a post-effective amendment to this registration statement:

(i) To include any prospectus required by section 10(a)(3) of the Securities Act of 1933;

(ii) To reflect in the prospectus any facts or events arising after the effective date of this registration statement (or the most recent post-effective amendment thereof) which, individually or in the aggregate, represent a fundamental change in the information set forth in this registration statement. Notwithstanding the foregoing, any increase or decrease in volume of securities offered (if the total dollar value of securities offered would not exceed that which was registered) and any deviation from the low or high end of the estimated maximum offering range may be reflected in the form of prospectus filed with the Commission pursuant to Rule 424(b) if, in the aggregate, the changes in volume and price represent no more than 20% change in the maximum aggregate offering price set forth in the "Calculation of Registration Fee" table in the effective registration statement;

(iii) To include any material information with respect to the plan of distribution not previously disclosed in this registration statement or any material change to such information in this registration statement;

(2) That, for the purpose of determining any liability under the Securities Act of 1933, each such post-effective amendment shall be deemed to be a new registration statement relating to the securities offered therein, and the offering of such securities at that time shall be deemed to be the initial *bona fide* offering thereof.

(3) To remove from registration by means of a post-effective amendment any of the securities being registered which remain unsold at the termination of the offering.

(4) That, for the purpose of determining liability under the Securities Act of 1933, to any purchaser: if the registrant is subject to Rule 430C, each prospectus filed pursuant to Rule 424(b) as part of a registration statement relating to an offering, other than registration statements relying on Rule 430B or other than prospectuses filed in reliance on Rule 430A, shall be deemed to be part of and included in the registration statement as of the date it is first used after effectiveness. *Provided, however*, that no statement made in a registration statement or prospectus that is part of the registration statement or made in a document incorporated or deemed incorporated by reference into the registration statement or prospectus that is part of the registration statement will, as to a purchaser with a time of contract of sale prior to such first use, supersede or modify any statement that was made in the registration statement or prospectus that was part of the registration statement or made in any such document immediately prior to such date of first use.

(5) That, for the purpose of determining liability of the registrant under the Securities Act of 1933 to any purchaser in the initial distribution of the securities, the undersigned registrant undertakes that in a primary offering of securities of the undersigned registrant pursuant to this registration statement, regardless of the underwriting method used to sell the securities to the purchaser, if the securities are offered or sold to such purchaser by means of any of the following communications, the undersigned registrant will be a seller to the purchaser and will be considered to offer or sell such securities to such purchaser:

(i) Any preliminary prospectus or prospectus of the undersigned registrant relating to the offering required to be filed pursuant to Rule 424;

(ii) Any free writing prospectus relating to the offering prepared by or on behalf of the undersigned registrant or used or referred to by the undersigned registrant;

(iii) The portion of any other free writing prospectus relating to the offering containing material information about the undersigned registrant or its securities provided by or on behalf of the undersigned registrant; and

(iv) Any other communication that is an offer in the offering made by the undersigned registrant to the purchaser.

(b) The undersigned registrant hereby undertakes that, for purposes of determining any liability under the Securities Act of 1933, each filing of the registrant's annual report pursuant to Section 13(a) or 15(d) of the Securities Exchange Act of 1934 (and, where applicable, each filing of an employee benefit plan's annual report pursuant to Section 15(d) of the Securities Exchange Act of 1934) that is incorporated by reference in the registration statement shall be deemed to be a new registration statement relating to the securities offered therein, and the offering of such securities at that time shall be deemed to be the initial *bona fide* offering thereof.

(c) The undersigned registrant hereby undertakes as follows:

(1) That, prior to any public reoffering of the securities registered hereunder through use of a prospectus which is a part of this registration statement, by any person or party who is deemed to be an underwriter within the meaning of Rule 145(c), the issuer undertakes that such reoffering prospectus will contain the information called for by the applicable registration form with respect to reofferings by persons who may be deemed underwriters, in addition to the information called for by the other items of the applicable form.

(2) That, every prospectus (i) that is filed pursuant to paragraph (c)(1) immediately preceding, or (ii) that purports to meet the requirements of Section 10(a)(3) of the Securities Act and is used in connection with an offering of securities subject to Rule 415, will be filed as a part of an amendment to the registration statement and will not be used until such amendment is effective, and that, for purposes of determining any liability under the Securities Act, each such post-effective amendment shall be deemed to be a new registration statement relating to the securities offered therein, and the offering of such securities at that time shall be deemed to be the initial bona fide offering thereof.

- (d) Insofar as indemnification for liabilities arising under the Securities Act may be permitted to directors, officers and controlling persons of the registrant pursuant to the foregoing provisions, or otherwise, the registrant has been advised that in the opinion of the Securities and Exchange Commission such indemnification is against public policy as expressed in the Securities Act and is, therefore, unenforceable. In the event that a claim for indemnification against such liabilities (other than the payment by the registrant of expenses incurred or paid by a director, officer or controlling person of the registrant in the successful defense of any action, suit or proceeding) is asserted by such director, officer or controlling person in connection with the securities being registered, the registrant will, unless in the opinion of its counsel the matter has been settled by controlling precedent, submit to a court of appropriate jurisdiction the question whether such indemnification by it is against public policy as expressed in the Securities Act and will be governed by the final adjudication of such issue.
- (e) The undersigned registrant hereby undertakes to respond to requests for information that is incorporated by reference into this prospectus pursuant to Item 4, 10(b), 11, or 13 of this Form, within one business day of receipt of such request, and to send the incorporated documents by first class mail or other equally prompt means. This includes information contained in documents filed subsequent to the effective date of the registration statement through the date of responding to the request.
- (f) The undersigned registrant hereby undertakes to supply by means of a post-effective amendment all information concerning a transaction, and the company being acquired involved therein, that was not the subject of and included in the registration statement when it became effective.

SIGNATURES

Pursuant to the requirements of the Securities Act of 1933, the Registrant has duly caused this Registration Statement on Form S-4 to be signed on its behalf by the undersigned, thereunto duly authorized, in the City of San Francisco, State of California, on February 13, 2017.

Castlight Health, Inc.

By: /s/ Siobhan Nolan Mangini
 Siobhan Nolan Mangini
 Chief Financial Officer

Pursuant to the requirements of the Securities Act of 1933, this Registration Statement has been signed by the following persons on behalf of the Registrant and in the capacities and on the dates indicated.

<u>Signature</u>	<u>Title</u>	<u>Date</u>
* _____		
Giovanni M. Colella	Chief Executive Officer and Director <i>(Principal Executive Officer)</i>	February 13, 2017
/s/ Siobhan Nolan Mangini _____	Chief Financial Officer <i>(Principal Financial Officer)</i>	February 13, 2017
Siobhan Nolan Mangini		
* _____	Corporate Controller and Chief Accounting Officer <i>(Principal Accounting Officer)</i>	February 13, 2017
Priya Jain		
* _____	Chairman of the Board of Director and Co-Founder	February 13, 2017
Bryan Roberts		
* _____	Director	February 13, 2017
David Ebersman		
* _____	Director	February 13, 2017
Ann Lamont		
* _____	Director	
Ed Park		
* _____	Director	February 13, 2017
David B. Singer		
* _____	Director	February 13, 2017
Michael L. Eberhard		
* _____	Director	
Kenny Van Zant		

*By: /s/ Siobhan Nolan Mangini
 Siobhan Nolan Mangini
 Attorney-in-fact

EXHIBIT INDEX

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3.2*	Amended and Restated Bylaws of Castlight Health, Inc. (incorporated by reference to Exhibit 3.1 to Castlight Health, Inc.'s Form 10-Q filed on May 12, 2014)
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99.4*	Consent of John C. Doyle
99.5*	Consent of Derek Newell
99.6*	Consent of James Currier

* Previously filed.



555 CALIFORNIA STREET, 12TH FLOOR SAN FRANCISCO, CA 94104

TEL: 415.875.2300 FAX: 415.281.1350 WWW.FENWICK.COM

February 13, 2017

Castlight Health, Inc.
150 Spear Street, Suite 400
San Francisco, California 94105

Gentlemen and Ladies:

At your request, we have examined the Registration Statement on Form S-4 (File Number 333-215861) filed by Castlight Health, Inc., a Delaware corporation (the “**Company**”), with the Securities and Exchange Commission on February 2, 2017, as amended (the “**Registration Statement**”) in connection with the registration under the Securities Act of 1933, as amended, of an aggregate of 31,000,000 shares of the Company’s Class B Common Stock (the “**Stock**”).

In rendering this opinion, we have examined such matters of fact as we have deemed necessary in order to render the opinion set forth herein, which included examination of the following:

- (1) the Company’s Restated Certificate of Incorporation, filed with the Delaware Secretary of State on March 19, 2014 and certified by the Delaware Secretary of State on February 10, 2017 (the “**Restated Certificate**”);
- (2) the Company’s Amended and Restated Bylaws certified by the Company’s Secretary on February 10, 2017 (the “**Bylaws**”);
- (3) the Registration Statement, together with the Exhibits filed as a part thereof or incorporated therein by reference;
- (4) the prospectus prepared in connection with the Registration Statement (the “**Prospectus**”);
- (5) the Agreement and Plan of Merger and Reorganization by and among the Company, Neptune Acquisition Subsidiary, Inc., a Delaware corporation and wholly-owned subsidiary of the Company, Jiff, Inc., a Delaware corporation, and Fortis Advisors LLC as the Stockholders’ Agent, dated as of January 4, 2017 (the “**Merger Agreement**”);
- (6) minutes of meetings and actions by written consent of the Board and the Company’s stockholders (the “**Stockholders**”) at which, or pursuant to which, the Restated Certificate and the Bylaws were approved;

- (7) minutes of meetings of the Board and Special Committee of the Board at which, or pursuant to which, the filing of the Registration Statement, the Merger Agreement pursuant to which the Stock will be issued and the issuance of the Stock and related matters were approved;
- (8) the stock records that the Company has provided to us (consisting of a certificate from the Company's transfer agent dated February 10, 2016, verifying the number of the Company's issued and outstanding shares of capital stock as of February 10, 2016, and a statement prepared by the Company as to the number of issued and outstanding options, restricted stock units, warrants and rights to purchase or otherwise acquire from the Company shares of the Company's capital stock and any additional shares of capital stock reserved for future issuance in connection with the Company's stock option and stock purchase plans and all other plans, agreements or rights of the Company as of February 10, 2016);
- (9) a Certificate of Good Standing issued by the Delaware Secretary of State dated February 10, 2017, stating that the Company is qualified to do business and is in good standing under the laws of the State of Delaware (the "***Certificate of Good Standing***"); and
- (10) an Opinion Certificate addressed to us and dated of even date herewith executed by the Company containing certain factual representations (the "***Opinion Certificate***").

In our examination of documents for purposes of this opinion, we have assumed, and express no opinion as to, the authenticity and completeness of all documents submitted to us as originals, the conformity to originals and completeness of all documents submitted to us as copies, the legal capacity of all persons or entities executing the same and the lack of any undisclosed termination, modification, waiver or amendment to any document reviewed by us.

We render this opinion only with respect to, and express no opinion herein concerning the application or effect of the laws of any jurisdiction other than, the existing laws of the United States of America, of the State of California and of the Delaware General Corporation Law and reported judicial decisions relating thereto.

In connection with our opinion expressed below, we have assumed that, at or prior to the time of the delivery of any shares of Stock, the Registration Statement will have been declared effective under the Securities Act of 1933, as amended, that the registration will apply to such shares of Stock and will not have been modified or rescinded and that there will not have occurred any change in law affecting the validity of the issuance of such shares of Stock. In addition, we have assumed that the Company will have a sufficient number of authorized and unissued shares of Class B Common Stock available for issuance under the Restated Certificate, when the Stock is issued in accordance with the terms of the Merger Agreement without the breach or violation of any other agreement, commitment or obligation of the Company.

In accordance with Section 95 of the American Law Institute's Restatement (Third) of the Law Governing Lawyers (2000), this opinion letter is to be interpreted in accordance with customary practices of lawyers rendering opinions in connection with the filing of a registration statement of the type described herein.

Based upon the foregoing, we are of the opinion that the up to 31,000,000 shares of Stock to be issued by the Company, when issued in accordance with the terms of the Merger Agreement, and delivered in the manner and for the consideration stated in the Registration Statement and the Prospectus, will be validly issued, fully paid and nonassessable.

We consent to the use of this opinion as an exhibit to the Registration Statement and further consent to all references to us, if any, in the Registration Statement, the Prospectus constituting a part thereof and any amendments thereto.

[*Remainder of Page Intentionally Left Blank*]

This opinion is intended solely for use in connection with the issuance of shares subject to the Registration Statement and is not to be relied upon for any other purpose. This opinion is rendered as of the date first written above and based solely on our understanding of facts in existence as of such date after the aforementioned examination. We assume no obligation to advise you of any fact, circumstance, event or change in the law subsequent to the date of effectiveness of the Registration Statement or the facts that may thereafter be brought to our attention whether or not such occurrence would affect or modify the opinions expressed herein.

Very truly yours,

By: /s/ Fenwick & West LLP
FENWICK & WEST LLP

SPECIAL MEETING OF STOCKHOLDERS OF CASTLIGHT HEALTH, INC.

_____, 2017

PROXY VOTING INSTRUCTIONS

INTERNET - Access "www.voteproxy.com" and follow the on-screen instructions or scan the QR code with your smartphone. Have your proxy card available when you access the web page.



TELEPHONE - Call toll-free **1-800-PROXIES** (1-800-776-9437) in the United States or **1-718-921-8500** from foreign countries from any touch-tone telephone and follow the instructions. Have your proxy card available when you call.

Vote online/phone until 11:59 PM EST the day before the meeting.

MAIL - Sign, date and mail your proxy card in the envelope provided as soon as possible.

IN PERSON - You may vote your shares in person by attending the Special Meeting.

GO GREEN - e-Consent makes it easy to go paperless. With e-Consent, you can quickly access your proxy material, statements and other eligible documents online, while reducing costs, clutter and paper waste. Enroll today via www.amstock.com to enjoy online access.

COMPANY NUMBER	
ACCOUNT NUMBER	

NOTICE OF INTERNET AVAILABILITY OF PROXY MATERIAL: The Notice of Meeting, proxy statement and proxy card are available at <http://www.astproxyportal.com/ast/CASTLIGHT/>

↓ Please detach along perforated line and mail in the envelope provided IF you are not voting via telephone or the Internet. ↓

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THE BOARD OF DIRECTORS RECOMMENDS A VOTE "FOR" PROPOSALS 1 AND 2.
 PLEASE SIGN, DATE AND RETURN PROMPTLY IN THE ENCLOSED ENVELOPE. PLEASE MARK YOUR VOTE IN BLUE OR BLACK INK AS SHOWN HERE

- | | |
|---|--|
| | FOR AGAINST ABSTAIN |
| 1. To approve the issuance of shares of Castlight Class B common stock in connection with the merger of Neptune Acquisition Subsidiary, Inc., a wholly owned subsidiary of Castlight, with and into Jiff, Inc., with Jiff surviving as a wholly owned subsidiary of Castlight, as contemplated by the Agreement and Plan of Merger and Reorganization, dated as of January 4, 2017, by and among Castlight, Jiff and Neptune Acquisition Subsidiary, Inc. | <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> |
| 2. To approve the adjournment of the Castlight special meeting, if necessary or appropriate, to solicit additional proxies if there are not sufficient votes to approve the issuance of the shares of Castlight Class B common stock in connection with the merger | <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> |

The Board of Directors recommends that you vote **FOR** Proposals 1 and 2.
 This proxy, when properly executed, will be voted in the manner directed. If no such direction is made, this proxy will be voted in accordance with the Board of Directors' recommendations.

MARK "X" HERE IF YOU PLAN TO ATTEND THE MEETING.

To change the address on your account, please check the box at right and indicate your new address in the address space above. Please note that changes to the registered name(s) on the account may not be submitted via this method.

Signature of Stockholder Date: Signature of Stockholder Date:

Note: Please sign exactly as your name or names appear on this Proxy. When shares are held jointly, each holder should sign. When signing as executor, administrator, attorney, trustee or guardian, please give full title as such. If the signer is a corporation, please sign full corporate name by duly authorized officer, giving full title as such. If signer is a partnership, please sign in partnership name by authorized person.

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CASTLIGHT HEALTH, INC.

Proxy for Special Meeting of Stockholders on ____, 2017

Solicited on Behalf of the Board of Directors

The stockholder(s) hereby appoint(s) John Doyle and Jennifer Chaloeontiarana, or any of them, as proxies, each with the power to appoint his or her substitute, and hereby authorizes them to represent and to vote, as designated on the reverse side of this ballot, all of the shares of CASTLIGHT HEALTH, INC. that the stockholder(s) is/are entitled to vote at the Special Meeting of Stockholder(s) to be held at 8:00 AM, PDT on __/__/2017 at the company's offices at Two Rincon Center, 121 Spear Street, Suite 300, San Francisco, CA 94105, and any adjournment or postponement thereof.

(Continued and to be signed on the reverse side.)

**ACTION BY WRITTEN CONSENT
OF THE STOCKHOLDERS OF
JIFF, INC.**

In accordance with Section 228 of the Delaware General Corporation Law, the Bylaws of Jiff, Inc., a Delaware corporation (the “Company”), and the Restated Certificate of Incorporation of the Company (the “Restated Certificate”), the undersigned stockholders of the Company, constituting the holders of (i) at least two-thirds of the outstanding shares of preferred stock and starter stock of the Company, voting together as a single class on an as converted basis, and (ii) a majority of the outstanding shares of preferred stock, starter stock and common stock of the Company (the “Company Shares”), voting together as a single class on an as converted basis, do hereby irrevocably consent to and approve the adoption of the following recitals and resolutions by their written consent without a formal meeting and without prior notice:

1. Approval of Acquisition of the Company.

WHEREAS, reference is hereby made to an Agreement and Plan of Merger and Reorganization, dated as of January 4, 2017, a copy of which is attached hereto as Exhibit A (together with any and all exhibits and schedules thereto, the “Merger Agreement”), by and among the Company, Castlight Health, Inc., a Delaware corporation (“Buyer”), Neptune Acquisition Subsidiary, Inc., a Delaware corporation and a wholly owned subsidiary of Buyer (“Merger Sub”), and Fortis Advisors LLC, a Delaware limited liability company, as the stockholders’ agent (the “Stockholders’ Agent”), pursuant to which Merger Sub will merge with and into the Company, with the Company surviving as a wholly owned subsidiary of Buyer (the “Merger”). Capitalized terms not defined herein shall have the meanings ascribed to them in the Merger Agreement;

WHEREAS, the Board of Directors of the Company (the “Board”) has unanimously (a) determined that the Merger is fair to and in the best interests of the Company and its stockholders, (b) adopted the Merger Agreement, (c) approved and declared advisable the Merger upon the terms and subject to the conditions set forth in the Merger Agreement pursuant to the DGCL, and (d) resolved to recommend that the stockholders of the Company approve and adopt the Merger Agreement and approve each of the transactions contemplated thereby, including the Merger, as well as the principal terms of the Merger;

WHEREAS , pursuant to the Merger and subject to the terms and conditions of the Merger Agreement, (a) each share of issued and outstanding Jiff Capital Stock, together with each vested Jiff Option (each as defined in the Merger Agreement), shall be canceled and automatically converted into the right to receive, in the aggregate, (a) Buyer will pay an aggregate of 27,000,000 shares of its Class B Common Stock, subject to (i) (x) an upward adjustment for the Aggregate Jiff Exercise Price Amount (for purposes of calculating the applicable exchange ratios for Company securities) and (y) a downward adjustment for fifty percent (50%) of the aggregate amount of Transaction Expenses, (ii) contribution of the Escrow Amount to the Escrow Fund and the deposit of the Expense Fund Amount with the Stockholders' Agent, and (iii) the treatment of Jiff Options in accordance with the terms and conditions of the Merger Agreement, such amount to be allocated among the security holders of the Company in accordance with the terms and conditions of the Merger Agreement in exchange for all of the outstanding Company Shares and vested Jiff Options (it being understood that unvested Jiff Options will also be assumed by Buyer), and (b) Buyer will pay up to an aggregate of 4,000,000 shares of its Class B Common Stock as earnout payments provided certain milestones are satisfied (it being understood that unvested Jiff Options will also share in any such earnout payments);

WHEREAS , pursuant to the Merger, among other things, and subject to the terms and conditions of the Merger Agreement, (a) each Company Share issued and outstanding immediately prior to the Effective Time (other than any Dissenting Shares) shall be cancelled and converted into the right to receive shares of Buyer's Class B Common Stock and the right to receive the Applicable Contingent Payments as set forth in the Merger Agreement; (b) each Jiff Option, whether vested or unvested, that is outstanding and unexercised as of immediately prior to the Effective Time and that is held by a Continuing Employee shall be assumed by Parent and converted into an option to purchase Buyer's Class B Common Stock (that also takes into account the right to receive the Applicable Contingent Payments as set forth in the Merger Agreement); (c) each Jiff Option, whether vested or unvested, that is outstanding and unexercised as of immediately prior to the Effective Time that is held by a person other than a Continuing Employee shall be cancelled without the payment of any consideration as set forth in the Merger Agreement; and (d) each Jiff Warrant, whether vested or unvested, shall be cancelled and extinguished and shall not be assumed by Buyer as set forth in the Merger Agreement; and

WHEREAS , each of the undersigned stockholders of the Company (a) has been urged to consult with his, her or its own legal, tax and/or financial advisor(s) regarding the consequences to him, her or it of the Merger and the Merger Agreement, and the execution of this Written Consent, (b) acknowledges that to the extent so desired, he, she or it has availed himself, herself or itself of such right and opportunity, (c) has reviewed and understands the Merger Agreement and this Written Consent, and deems approving the Merger and the Merger Agreement to be in the best interests

of such Company stockholder and the Company, and (c) is competent to execute this Written Consent free from coercion, duress or undue influence.

NOW, THEREFORE, BE IT RESOLVED , that the Merger, the Certificate of Merger to be filed with the Secretary of State of the State of Delaware effecting the Merger, the Merger Agreement, and any and all transactions and agreements contemplated thereby, as well as the principal terms of the Merger, each subject to such changes and modifications as the proper officers of the Company may consider necessary or appropriate, are hereby approved, adopted and ratified in all respects;

RESOLVED FURTHER , that each undersigned stockholder hereby irrevocably agrees to indemnify Buyer and the Surviving Entity (as such term is defined in the Merger Agreement) in accordance with the indemnification provisions (including the limitations) set forth in Article IX of the Merger Agreement and hereby irrevocably agrees to be bound by the terms and conditions of Article IX thereof in all respects;

RESOLVED FURTHER , that the allocation of merger consideration amongst the holders of Company securities is deemed consistent with the liquidation preference provisions of the Restated Certificate;

RESOLVED FURTHER , that each undersigned stockholder hereby waives any and all right of first refusal rights with respect to the Merger; and

RESOLVED FURTHER , that the undersigned stockholders of the Company hereby waive any rights to receive notice the undersigned might be entitled to in connection with the Merger and the Merger Agreement under the Restated Certificate, the Company's Bylaws, any agreement and otherwise.

2. Appointment of the Stockholders' Agent .

RESOLVED , that each undersigned stockholder hereby irrevocably designates and appoints Fortis Advisors LLC, a Delaware limited liability company, as such stockholder's agent and attorney-in-fact, with full power of substitution to act on behalf of such stockholders of the Company as the Stockholders' Agent to the extent and in the manner set forth in the Merger Agreement and in the Escrow Agreement.

3. Financial Interests of Directors and Officers .

WHEREAS , pursuant to Section 144 of the DGCL, no contract or transaction between a corporation and one or more of its directors and officers, or between a corporation and any other corporation, partnership, association or other organization in which one or more of its directors or officers, are directors or officers, or have a financial interest (any such contract or transaction an "Interested Party Transaction"), shall be void or voidable solely for this reason, or solely because the director or

officer is present at or participates in the meeting of the Board that authorizes the contract or transaction or solely because any such director's or officer's votes are counted for such purposes, if (a) the material facts as to the director's or officer's relationship or interest and as to the contract or transaction are disclosed or are known to the Board, and the Board in good faith authorizes the contract or transaction by the affirmative votes of a majority of the disinterested directors, even though the disinterested directors be less than a quorum, (b) the material facts as to the director's or officer's relationship or interest and as to the contract or transaction are disclosed or are known to the stockholders entitled to vote thereon, and the contract or transaction is specifically approved in good faith by vote of the stockholders, or (c) the contract or transaction is fair as to the Company as of the time it is authorized, approved or ratified by the Board or the stockholders;

WHEREAS , it is hereby disclosed and made known to each of the undersigned stockholders of the Company that Derek Newell (a director and officer of the Company), (i) holds Jiff Options and will receive an option to purchase Parent's Class B Common Stock and proceeds as a result of the Merger akin to the other holders of Jiff Options, (ii) will continue employment with the combined company and hence be eligible for additional compensation from Parent in such capacity, (iii) is currently entitled to certain acceleration and/or other benefits in connection with the Merger, which benefits may be carried over and apply (in whole or in part or as modified) to his employment relationship with the combined company, and as a result of the Merger and (iv) is expected to be appointed to the board of directors of Parent upon the closing of the Merger, and as a result of such interests, Mr. Newell is (or may be deemed to be) an interested party and the Merger is (or may be deemed to be) an Interested Party Transaction;

WHEREAS , it is hereby disclosed and made known to each of the undersigned stockholders of the Company that (i) Stan Chudnovsky and James Currier (each a director of the Company) are affiliates of Ooga Labs LLC, and Ooga Labs LLC is a stockholder of the Company that will receive proceeds as a result of the Merger akin to the other stockholders of the Company and (ii) Mr. Currier is expected to be appointed to the board of directors of Parent upon the closing of the Merger, and as a result of the Merger, and as a result of such interests, Mr. Chudnovsky and Mr. Currier are (or may be deemed to be) interested parties and the Merger is (or may be deemed to be) an Interested Party Transaction;

WHEREAS , it is hereby disclosed and made known to each of the undersigned stockholders of the Company that each of Michael Chiusano (formally a director of the Company) and Stacy Feld (currently a director of the Company), is a representative of or an affiliate of JJDC, Inc., and JJDC, Inc. is a stockholder of the Company that will receive proceeds as a result of the Merger akin to the other stockholders of the Company, and as a result of the Merger, and as a result of such interests, Mr. Chiusano and Ms. Feld is (or may be deemed to be) an interested party and the Merger is (or may be deemed to be) an Interested Party Transaction;

WHEREAS , it is hereby disclosed and made known to each of the undersigned stockholders of the Company that Darren Hite (a director of the Company), is an affiliate of Aberdare Ventures IV, L.P. and Aberdare Partners IV, L.P., entities which are stockholders of the Company and which will receive proceeds as a result of the Merger akin to the other stockholders of the Company, and as a result of the Merger, and as a result of such interests, Mr. Hite is (or may be deemed to be) an interested party and the Merger is (or may be deemed to be) an Interested Party Transaction;

WHEREAS , it is hereby disclosed and made known to each of the undersigned stockholders of the Company that Bob Kocher (a director of the Company), is an affiliate of Venrock Partners VI, L.P. and Venrock Associates VI, L.P., entities which are stockholders of the Company and which will receive proceeds as a result of the Merger akin to the other stockholders of the Company, and as a result of the Merger, and as a result of such interests, Mr. Kocher is (or may be deemed to be) an interested party and the Merger is (or may be deemed to be) an Interested Party Transaction;

WHEREAS , it is hereby disclosed and made known to each of the undersigned stockholders of the Company that Chris Kuenne (a director of the Company), is an affiliate of Rosemark I, L.P., and Rosemark I, L.P. is a stockholder of the Company that which will receive proceeds as a result of the Merger akin to the other stockholders of the Company, and as a result of the Merger, and as a result of such interests, Mr. Kuenne is (or may be deemed to be) an interested party and the Merger is (or may be deemed to be) an Interested Party Transaction;

WHEREAS , it is hereby disclosed and made known to each of the undersigned stockholders of the Company that George Rehm (a director of the Company), is an affiliate of EVP Technology Fund III GmbH & Co. KG, and EVP Technology Fund III GmbH & Co. KG is a stockholder of the Company that which will receive proceeds as a result of the Merger akin to the other stockholders of the Company, and as a result of the Merger, and as a result of such interests, Mr. Rehm is (or may be deemed to be) an interested party and the Merger is (or may be deemed to be) an Interested Party Transaction;

WHEREAS , it is hereby disclosed and made known to each of the undersigned stockholders of the Company that each of Johnathan Hodge, John Kemmerer and Michael Leonard (each an officer of the Company), (i) holds Jiff Options and, if he continues employment with the combined company, will receive an option to purchase Parent's Class B Common Stock and proceeds as a result of the Merger akin to the other holders of Jiff Options, (ii) may continue employment with the combined company and would therefore be eligible for additional compensation from Parent in such capacity and (iii) is currently entitled to certain acceleration and/or other benefits in connection with the Merger, which benefits, if he continues employment with the combined company, may be carried over and

apply (in whole or in part or as modified) to his employment relationship with the combined company, and as a result of the Merger, and as a result of such interests, each of Mr. Hodge, Kemmerer and Leonard is (or may be deemed to be) an interested party and the Merger is (or may be deemed to be) an Interested Party Transaction; and

WHEREAS , the undersigned stockholders of the Company have been made aware of the material facts as to the interests of the interested parties in connection with the Merger, and each of the undersigned stockholders of the Company has had an adequate opportunity to ask questions regarding the interests of the interested parties, and have had a full and fair opportunity to review the principal terms of the Merger with the representatives of the Company and independent legal counsel.

NOW, THEREFORE, BE IT RESOLVED , that in accordance with Section 144 of the DGCL, the principal terms of the Merger and the Merger Agreement are hereby approved by each of the undersigned stockholders of the Company.

4. Waiver of Appraisal Rights and Dissenters' Rights .

RESOLVED , that each undersigned stockholder of the Company, with respect only to himself, herself or itself, hereby irrevocably waives any right to appraisal or right to dissent the undersigned may have in connection with the Merger, the Merger Agreement and the other transactions contemplated thereby, including the rights under Section 262 of the DGCL, or any similar rights that such undersigned stockholder of the Company may have in connection with the Merger.

5. Termination of Agreements .

WHEREAS , in connection with the Merger and to permit the Company to consummate the Merger, it is in the best interests of the Company and the stockholders of the Company to, contingent upon the Closing and to be effective no later than the Effective Time, terminate the agreements set forth on Exhibit B hereto (collectively, the “ Terminated Agreements ”).

NOW, THEREFORE, BE IT RESOLVED , that, if and to the extent any of the undersigned stockholders of the Company is a party to any of the Terminated Agreements, such Company stockholder hereby agrees to the termination of the Terminated Agreement(s) to which such Company stockholder is party, with such termination to be contingent upon the Closing and to be effective no later than the Effective Time; and

RESOLVED FURTHER , that the undersigned stockholders of the Company hereby waive, both individually and as to all other stockholders of the Company, any rights to notice contained in any of the Terminated Agreements with

respect to the Merger or any of the other transactions contemplated by the Merger Agreement.

6. Omnibus Resolutions .

RESOLVED , that the undersigned stockholders of the Company hereby approve any acts or actions that may be done or caused to be done by the officers of the Company, as they, or any of them, may deem necessary or advisable to make effective or to implement the Merger, and any and all transactions contemplated thereby;

RESOLVED FURTHER , that, notwithstanding the foregoing resolutions, the Board may, at any time prior to the filing of the Certificate of Merger with the Secretary of State of the State of Delaware, abandon the proposed Merger without further action by the stockholders of the Company; provided, however, that at the time of abandonment, the Company has terminated the Merger Agreement pursuant to the terms thereof;

RESOLVED FURTHER , that any and all prior acts or actions taken by the directors or officers of the Company in connection with the Merger, the Merger Agreement or any of the foregoing resolutions, are hereby approved and ratified in all respects; and

RESOLVED FURTHER , that the officers of the Company be, and each of them with full authority to act without the others hereby is, authorized to do or cause to be done any and all such further acts and things and to execute and deliver any and all such additional documents as they may deem necessary or appropriate in order to carry into effect the purposes and intent of the foregoing resolutions.

This written consent may be executed in counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same written consent.

[Remainder of this page intentionally left blank.]

IN WITNESS WHEREOF the undersigned stockholders of the Company, hereby voting the full number of shares of each class of the Company's outstanding voting stock held of record by them, have executed this Written Consent and direct that this Written Consent be filed with the minutes of the proceedings of the Company's stockholders and that prompt written notice of this action be given to any stockholders of the Company who have not executed this Written Consent.

INDIVIDUAL STOCKHOLDER

ENTITY STOCKHOLDER

Name of Individual (*Please print*)

Name of Entity (*Please print*)

Signature

Signature

Date: _____

By: _____

Name: _____

Title: _____

**SIGNATURE PAGE TO ACTION BY WRITTEN CONSENT OF
THE STOCKHOLDERS OF JIFF, INC.**

Exhibit A

Merger Agreement

Exhibit B

Terminated Agreements

Third Amended and Restated Investors' Rights Agreement, dated March 1, 2016.

Third Amended and Restated Voting Agreement, dated March 1, 2016.

Second Amended and Restated Right of First Refusal and Co-Sale Agreement, dated May 8, 2015.