SETTLEMENT AGREEMENT AND RELEASE

Plaintiff Joseph Vu ("Plaintiff") and Defendant Heap Inc. and Content Square, Inc. (collectively "Defendant") (collectively with the Plaintiff, the "Parties") hereby enter into this Settlement Agreement and Release (the "Agreement") to resolve the California Private Attorneys General Act ("PAGA") claims of Plaintiff and PAGA Members (as defined below).

RECITALS

WHEREAS, on April 27, 2023, Plaintiff sent Heap Inc. a letter in which he invited Defendant to engage in settlement negotiations regarding potential unpaid overtime claims of Heap Inc. Sales Employees (as defined herein);

WHEREAS, on August 24, 2023, upon the exchange of written correspondence regarding the claims, Heap Inc. agreed to engage in settlement negotiations with respect to the threatened claims and agreed to toll the statute of limitations period on those claims;

WHEREAS, on October 4, 2023, Heap Inc. provided anonymized pay data for the PAGA Period (defined below) that Plaintiff subsequently relied upon for damages calculation;

WHEREAS, in or around December 2024, Heap Inc. was acquired by Content Square, Inc. and effective May 1, 2025, Heap Inc. merged with and into Content Square, Inc.;

WHEREAS, on June 5, 2025, the Parties participated in a full-day mediation session with the assistance of experienced wage and hour mediator Anne Marie Estevez, Esq. Thereafter, the Parties engaged in additional settlement discussions, accepted a mediator's proposal for settlement, and negotiated a detailed term sheet, which was subsequently executed on July 1, 2025;

WHEREAS, based upon their analysis and their evaluation of a number of factors, and recognizing the substantial risks of litigation, including the possibility that litigation, if not settled now, might result in a recovery that is less favorable to PAGA Members, and that might not occur for several years, Plaintiff's Counsel is satisfied that the terms and conditions of this Agreement are fair, reasonable, and adequate and that the Agreement is in the best interests of PAGA Members;

WHEREAS, Defendant has denied and continues to deny all allegations made by the Plaintiff, including that Defendant is liable or owes damages or penalties to anyone with respect to the alleged facts or causes of action subject to this Agreement. Nonetheless, without admitting or conceding any liability or damages whatsoever, Defendant has agreed to settle the PAGA claims on the terms and conditions set forth in this Agreement, to avoid the burden, expense, and uncertainty of litigation; and

NOW, THEREFORE, in consideration of the mutual covenants and promises set forth in this Agreement, as well as the good and valuable consideration provided for herein, the Parties agree to a full and complete settlement of the PAGA claims on the following terms and conditions:

1. DEFINITIONS

The defined terms set forth in this Agreement have the meanings ascribed to them below.

1.1. **Action** means the civil action entitled *Joseph Vu v. ContentSquare, Inc*. to be filed with the Court.

1.2. **Agreement** means this Settlement Agreement and Release and exhibit(s) attached hereto.

1.3. **Attorneys' Fees and Costs** means Forty Thousand Dollars ($40,000), as Plaintiff's attorneys fees, and reimbursement of reasonable out-of-pocket costs of up to Five Thousand Dollars ($5,000).

1.4. **Approval Order** means the Order entered by the Court approving the terms and conditions of this Agreement, authorizing distribution of the Settlement Checks, the Service Award, and Attorneys' Fees and Costs.

1.5. **Cashing Period** means one-hundred fifty (150) Day period beginning the day the Settlement Administrator sends the Settlement Checks to PAGA Members.

1.6. **Class List** means a list of all PAGA Members, including names, last known addresses, last known personal email addresses, social security numbers, and number of pay periods PAGA Members worked during the PAGA Period.

1.7. **Complaint** means the operative complaint filed in this Action.

1.8. **Contentsquare** means Content Square, Inc.

1.9. **Court** means the Superior Court of California, County of San Diego.

1.10. **Days** means calendar days.

1.11. **Defendant** means Heap Inc. and ContentSquare, Inc.

1.12. **Defendant's Counsel** means Littler Mendelson P.C.

1.13. **Effective Date** means the date by when all of the following have occurred: (a) the Court has approved the Settlement and entered Judgment; and (b) the later of the following events: (1) when the period for filing any appeal, writ or other appellate proceeding opposing the Settlement has elapsed without any appeal, writ or other appellate proceeding having been filed; i.e., within 60 calendar days after entry of the Order and Judgment; (2) 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 (3) 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 entire Settlement is deemed void and unenforceable as if no settlement of any claim was ever reached.

1.14. **Eligible Pay Period** means each pay period during which Defendant employed a PAGA Member during the PAGA Period.

1.15. **Funding Date** means twenty-one (21) days after the Effective Date.

1.16. **LWDA Payment** means sixty-five percent (65%) of the PAGA Fund that will be paid to the California Labor and Workforce Development Agency ("LWDA")

1.17. **Notice** means the enclosure letter, attached hereto as **Exhibit A**, which the Settlement Administrator shall mail to PAGA Members together with their Settlement Check.

1.18. **PAGA Fund** means $40,000, or the amount remaining from the Total Settlement Amount less Court-approved Attorneys' Fees and Costs, a Court-approved Service Award for Plaintiff, and costs of settlement administration.

1.19. **PAGA Letter** means the letter that Plaintiff submitted to the LWDA on July 15, 2025.

1.20. **PAGA Payment** means thirty-five percent (35%) of the PAGA Fund that will be paid to PAGA Members.

1.21. **PAGA Period** means to the period from May 12, 2022, through August 1, 2025.

1.22. **PAGA Members** means Sales Employees employed by Heap, Inc. (pre-acquisition), some of whom were then employed as Sales Employees with ContentSquare, Inc. (post-acquisition) in California during the PAGA Period.

1.23. **Plaintiff** means Joseph Vu.

1.24. **Plaintiff's Counsel** means Outten & Golden LLP.

1.25. **Qualified Settlement Fund or QSF** means the account established by the Settlement Administrator for the Total Settlement Amount paid by Defendant.

1.26. **Released PAGA Claims** means any and all claims relating to penalties under California's Private Attorney General Act pled in the PAGA Letter and Complaint, or that could have been pled based on the facts alleged in the Complaint, and that accrued during employment as exempt-classified Sales Employees at Heap, Inc. and/or Content Square, Inc. in California during the PAGA Period.

1.27. **Released Parties** means Defendant and their former and present directors, officers, shareholders, owners, members, managers, employees agent, principals, heirs, representatives, attorneys, parents, subsidiaries, related entities, predecessors, successors, assigns and/or affiliates.

1.28. **Reminder** means the Court-approved Reminder, attached hereto as **Exhibit B**, to be sent to PAGA Members, reminding them to cash their Settlement Checks.

1.29. **Request for PAGA Approval** means documents and materials to be filed with the Court pursuant to Section 4, seeking, among other things, approval of the Settlement, Attorneys' Fees and Costs, and Service Award.

1.30. **Sales Employees** means the 17 individuals identified in the summary information produced by Heap and employed as exempt-classified Account Managers, Customer Success Managers, Sr. Customer Success Managers, Business Development Representatives, Sr. Business Development Representatives, and Sales Development Representatives.

1.31. **Service Award** means the Court-approved award of up to Two-Thousand Five-Hundred Dollars ($2,500) to be paid to Plaintiff in recognition of his service to PAGA Members.

1.32. **Settlement Check** means checks issued to PAGA Members for their share of the PAGA Payment, calculated in accordance with this Agreement

1.33. **Settlement Administrator** means the administrator selected pursuant to Section 3 to perform the administrative duties set forth in Section 3.3.

1.34. **Total Settlement Amount** means Ninety-One Thousand Dollars and Zero Cents ($91,000.00), subject to Section 5.1, which covers and includes all Attorneys' Fees and Costs, the Service Award for Plaintiff, all penalties, all liquidated damages, all interest, and the expenses of the settlement administrator.

2. **INITIATION OF ACTION AND APPLICATION FOR APPROVAL**

2.1. **LWDA Filing.** Plaintiff's Counsel filed the PAGA Letter on July 15, 2025, in accordance with Cal. Lab. Code § 2699.3(a)(1)(A).

2.2. **Settlement Approval**. Plaintiff's Counsel shall file the Request for Approval, together with the Complaint, with the Court within fourteen (14) days of the execution of this Agreement, or 65-days after July 15, 2025, per Section 2.1, whichever is later. Among other things, the Request for Approval will the ask the Court to: (1) enter the Approval

Order approving the Settlement; (ii) approve the proposed Notice to be sent to PAGA Members; (iii) incorporate the terms of this Settlement; (iv) approve Plaintiff's request for Attorneys' Fees and Costs and a Service Award; (v) dismiss the case; and (vi) retain jurisdiction to enforce the Settlement.

3. SETTLEMENT ADMINISTRATION

3.1. The Settlement Administrator shall be selected by Plaintiff's Counsel, subject to Defendant's reasonable approval.

3.2. **Duties of Settlement Administrator.** The Settlement Administrator will be responsible for: (1) establishing a QSF account; (2) determining the number of Eligible Pay Periods attributable to the PAGA Members; (3) determining the Settlement Check amount allocated to each PAGA Member; (4) preparing and sending the PAGA Notice via email and mail, with the mailed versions including the Settlement Check, and email versions sent ten (10) Days later; (5) maintaining an email address that PAGA Members can use to make inquiries and provide address updates; (6) making commercially reasonable searches for PAGA Members whose Notices were returned undeliverable, including performing a skip trace up to two (2) times and resending; (7) preparing and sending Reminders via email and mail 30, 60, and 120 days after the issuance of their Settlement Checks to PAGA Members who have not yet cashed their Settlement Check, reminding them to cash their checks; (8) providing a report of uncashed checks to the Parties' counsel 90 days after the initial mailing; (9) providing Plaintiff's Counsel with a sortable list of PAGA Members and their contact information; (10) responding to requests or communications made by PAGA Members and/or the Parties; (10) distributing any approved Service Award and Attorneys' Fees and Costs; (11) remitting the LWDA Payment to the LWDA in accordance with this Agreement; (12) determining the tax treatment of the Service Award and calculating the tax liability of Defendant; (13) referring to Plaintiff's Counsel and Defendant's Counsel all matters not within the Settlement Administrator's duties; (14) preparing a final accounting of funds remaining in the QSF after the end of the Cashing Period and distributing any uncashed amounts to the California unclaimed property fund in the name of the PAGA Member; and (15) such other tasks as set forth herein, or as the Parties mutually agree, or as otherwise determined by the Settlement Administrator as necessary in effectuating its notice duties.

3.3. **Settlement Administrator Indemnity.** The Settlement Administrator shall indemnify Plaintiff's Counsel and Defendant's Counsel regarding any improper handling of its responsibilities, including the handling of any tax-related matters.

3.4. **Access to Settlement Administrator.** The Parties will have equal access to the Settlement Administrator throughout the settlement administration period.

3.5. Defendant agrees to cooperate with the Settlement Administrator and provide accurate information to the extent reasonably available and necessary to calculate the amounts to be distributed pursuant to this Agreement and locate PAGA Members.

4. NOTICE AND SETTLEMENT CHECKS

4.1. Class List. Within seven (7) days of the Effective Date, Defendant shall provide the Settlement Administrator with the Class List. Within seven (7) Days of receiving the Class List, the Settlement Administrator shall provide the Parties with its calculations regarding the number of Eligible Pay Periods, so that the Parties can determine whether Defendant is required to increase the Total Settlement Amount in accordance with Section 5.1.b.

4.2. Notice and Settlement Check Distribution. Within fourteen (14) Days from the Funding Date, the Settlement Administrator shall send to all PAGA Members the Notice and a Settlement Check via mail and e-mail, with the mailed versions including the Settlement Check, and the email sent ten (10) Days later, notifying the PAGA Members regarding the check mailing.

4.3. Skip Trace and Remailing. The Settlement Administrator shall use commercially reasonable means to confirm PAGA Members' addresses for whom the mailed Notice and Settlement Check is returned undeliverable, and shall attempt any re-mailings to any PAGA Members for whom it obtains more recent contact information, provided that except in extenuating circumstances no remailing shall occur after the 150th Day. The Settlement Administrator may also mail or email a Notice to any PAGA Members who contacts the Settlement Administrator or Plaintiff's Counsel during the Cashing Period.

4.4. Reminders. After thirty (30) days from the date the Settlement Administrator mails the Notice and Settlement Check, the Settlement Administrator shall issue a reminder postcard and email to PAGA Members who have not yet cashed a Settlement Check, reminding them of the deadline to do so. After 90 Days from the issue of the Settlement Checks, the Settlement Administrator will provide an uncashed check report to Plaintiff's Counsel and Defendant's Counsel, and the Settlement Administrator and Plaintiff's Counsel shall make reasonable efforts to contact PAGA Members who have not yet cashed checks.

4.5. Cashing Period. PAGA Members shall have One Hundred and Fifty (150) Days from the date that Settlement Checks are mailed by the Settlement Administrator to cash, deposit, or otherwise negotiate their checks. Any checks that remained uncashed after the expiration of the Cashing Period shall be void and the associated monies shall revert to the California unclaimed property fund under the name of the PAGA member.

5. SETTLEMENT TERMS

5.1 Settlement Amount

a. Defendant agrees to pay a Total Settlement Amount of Ninety-One Thousand Dollars and Zero Cents ($91,000.00), unless the Escalator is triggered, per Section 5.1.b.

b. **Escalator.** This Settlement is intended to cover no more than 560 pay periods for the PAGA Members identified in the pre-mediation data produced by Defendant. Should the total number of Pay Periods increase by more than 5% of the above stated amount (i.e. more than 588 pay periods), Defendant shall either increase the

Total Settlement Amount or elect to move the end date for the PAGA Period to the latest date wherein the Pay Periods during the PAGA Period do not exceed by more than 5% (i.e. 588 pay periods). In the event the number of Pay Periods exceeds 588 pay periods and Defendant elects to increase the Total Settlement Amount, the Total Settlement Amount will be increased by determining the pay period value calculated based on 588 Pay Periods divided by the Total Settlement Amount multiplied by the additional number of Pay Periods beyond 588. For example, if the total number of Pay Periods by the end of the PAGA Period is 600 and the value is $150 per Pay Period, Defendant would have to increase the Gross Settlement Amount by $1,800.00 (600-588 = 12 x $150).

c. **Funding Date.** Defendant shall pay the Total Settlement Amount on the Funding Date.

d. **Timing of Payments.** Within Fourteen (14) Days of the Funding Date, the Settlement Administrator shall distribute the money in the QSF by making the following payments.

1. Mailing Settlement Checks to PAGA Members for the Settlement Amounts, as described in Section 4.3;

2. Paying the Court-approved Service Award, as described in Section 5.4;

3. Paying the Court-approved Attorneys' Fees and Costs to Plaintiff's Counsel, as described in Section 5.3; and

4. Paying the Settlement Administrator's costs.

5.2 **Uncashed checks.** Any checks that are not cashed within one hundred and fifty (150) Days following the issuance of the check shall be void and the associated monies shall revert to the California unclaimed property fund under the name of the PAGA Member.

5.3 **Attorneys' Fees and Costs**.

a. In the Request for Approval, Plaintiff's Counsel shall ask the Court to approve payment of Forty Thousand Dollars and Zero Cents ($40,000), plus reimbursement of their actual litigation expenses and costs of up to Five Thousand Dollars and Zero Cents ($5,000), to be paid from the Total Settlement Amount. Defendant will not oppose this application.

b. The substance of Plaintiff's Counsel's application for Attorneys' Fees and Costs is to be considered separately from the Court's consideration of the Settlement. The outcome of any proceeding related to Plaintiff's Counsel's application for Attorneys' Fees and Costs shall not terminate this Agreement or otherwise affect the Court's ruling on the Request for Approval. Any amount not approved by the Court will become part of the PAGA Fund.

5.4 **Service Award.** In addition to payment as a PAGA Member, and in return for services rendered to PAGA Members, Plaintiff will request the Court approve a Service Award of

Two Thousand Five Hundred Dollars and Zero Cents ($2,500.00). The outcome of the Court's ruling on the application for a Service Payment will not terminate this Agreement or otherwise affect the Court's ruling on the Request for Approval. Any amount not approved by the Court will become part of the PAGA Fund.

5.5 **PAGA Member Payments**. PAGA Members' Settlement Check amount shall be determined by the Settlement Administrator pursuant to the following formula:

a. Each PAGA Member will receive one (1) point for each Eligible Pay Period;

b. To calculate each PAGA Member's proportionate share:

1. Add all points to obtain the "Denominator";

2. Divide the number of points for each PAGA Member by the Denominator to obtain each person's "Portion of the PAGA Payment";

3. Multiply each PAGA Member's Portion of the PAGA Payment by the total PAGA Payment to determine each PAGA Member's settlement payment.

c. The Eligible Pay Periods calculated by the Settlement Administrator based on Defendant's records shall be presumed to be correct.

5.6 TAX CHARACTERIZATION

a. For PAGA Members, 100% of the PAGA Payment shall be treated as 1099 non-wage income as civil penalties.

b. Payments treated as civil penalties shall be made without withholding and shall be reported to the IRS and the payee, to the extent required by law, under the payee's name and social security number on an IRS Form 1099.

c. Payments of Attorneys' Fees and Costs shall be made without withholding and shall be reported to the IRA and Plaintiff's Counsel on an IRS Form 1099.

d. Payment of a Service Award pursuant to Section 5.4 shall be reported as deemed appropriate by the Settlement Administrator.

6. RELEASE OF CLAIMS

6.1. **PAGA Member Release.** By operation of the Final Approval Order, each PAGA Member forever and fully releases the Released Parties from the Released PAGA Claims.

6.2 **General Release by Plaintiff.** In exchange for receiving and accepting his Service Award, Plaintiff and his former and present representatives, agents, attorneys, heirs, administrators, successors and assigned generally release and discharge Released Parties from all demands, claims, actions, transactions, or occurrences, whether known or unknown, relating to his employment or the termination of his employment with Defendant including but not limited to claims under the Americans With Disabilities Act, Equal Pay Act, Title

VII of the Civil Rights Act of 1964, Civil Rights Acts of 1866, 1871 and 1991, Family and Medical Leave Act, Age Discrimination in Employment Act, California Fair Employment and Housing Act, California Labor Code and any other federal, state or local statute, regulation, and order, and in common law, through the date he signs this Agreement; provided, however, that Plaintiff will not release his Fair Labor Standards Act claims, which are explicitly carved out and being released via separate agreement. Plaintiff further does not waive the right to file a charge or complaint with any administrative agency but does waive any right to recover or receive any damages or other personal relief based on any demand, claim or action waived in this Paragraph brought on their own behalf or by any third party, including as a member of any collective or class action.

7. PARTIES AUTHORITY

7.1 The signatories hereto hereby represent that they are fully authorized to enter into this Agreement and to bind the Parties hereto to the terms and conditions hereof.

8. MUTUAL COOPERATION

8.1 The Parties agree to reasonably cooperate with each other and to take all steps necessary and appropriate to obtain the Court's approval of this Agreement and all of its terms and to effectuate the terms of this Agreement, including but not limited to, execution of such documents and to take such other action as may reasonably be necessary to implement the terms of this Agreement. The Parties to this Agreement shall use their commercially reasonable efforts, including all efforts contemplated by this Agreement and any other efforts that may become necessary by award of the Court, or otherwise, to effectuate this Agreement and the terms set forth herein.

9. INTERPRETATION AND ENFORCEMENT

9.1 **Further Acts.** The Parties shall reasonably cooperate with each other and shall use their reasonable best efforts to obtain the Court's approval of this Agreement and all of its terms. Each Party, upon the request of any other Party, agrees to perform such further acts and to execute and deliver such other documents as are reasonably necessary to carry out the provisions of this Agreement.

9.2 **No Assignment.** Plaintiff represents and warrants that he has not assigned or transferred, or purported to assign or transfer, to any person or entity, any claim or any portion thereof or interest therein, including, but not limited to, any interest in this settlement or any related action.

9.3 **Entire Agreement.** This Agreement constitutes the entire agreement between the Parties with regard to the subject matter contained herein, and all prior and contemporaneous negotiations and understandings between the Parties shall be deemed merged into this Agreement, except that the parties' separate Tolling Agreement shall remain in full force and effect through and including the Effective Date, but limited to Plaintiff's individual claims, and the PAGA Released Claims for PAGA Members. The Remainder of the Tolling Agreement is hereby revoked by mutual consent of the Parties.

9.4 Binding Effect. This Agreement shall be binding upon the Parties.

9.5 Arms' Length Negotiation; Materiality of Terms. The Parties have negotiated all the terms and conditions of this Agreement at arms' length. All terms and conditions of this Agreement in the exact form set forth in this Agreement are material to this Agreement and have been relied upon by the Parties in entering into this Agreement, unless otherwise expressly stated.

9.6 Captions. The captions or headings of the Sections and paragraphs of this Agreement have been inserted for convenience of reference only and shall have no effect upon the construction or interpretation of any part of this Agreement.

9.7 Governing Law. This Agreement shall in all respects be interpreted, enforced and governed by and under the laws of the State of California, without regard to choice of law principles, except to the extent that the law of the United States governs any matter set forth herein, in which case such federal law shall govern.

9.8 Continuing Jurisdiction. The Parties shall request the Court to retain jurisdiction over the interpretation and implementation of this Agreement as well as any and all matters arising out of, or related to, the interpretation or implementation of this Agreement and of the settlement contemplated thereby.

9.9 Waivers. No waiver, modification or amendment of the terms of this Agreement, whether purportedly made before or after the Court's approval of this Agreement, shall be valid or binding unless in writing, signed by or on behalf of all Parties and then only to the extent set forth in such written waiver, modification or amendment, subject to any required Court approval. Any failure by any Party to insist upon the strict performance by the other Party of any of the provisions of this Agreement shall not be deemed a waiver of future performance of the same provisions or of any of the other provisions of this Agreement, and such party, notwithstanding such failure, shall have the right thereafter to insist upon the specific performance of any and all of the provisions of this Agreement.

9.10 Counterparts. The Parties may execute this Agreement in counterparts, and execution in counterparts shall have the same force and effect as if all Parties had signed the same instrument.

9.11 Signatories. This Agreement is valid and binding if signed by the Parties and their authorized representatives.

9.12 Facsimile, Electronic, and Email Signatures. Any Party may execute this Agreement by signing or causing its counsel to sign on the designated signature block below, including via electronic means, and transmitting that signature page via facsimile, email, or other electronic means to counsel for the other party. Any signature made and transmitted by facsimile, email, or other electronic means for the purpose of executing this Agreement shall be deemed an original signature for purposes of this Agreement and shall be binding upon the party whose counsel transmits the signature page by facsimile or email.

9.13 Construction. The determination of the terms and conditions of this Agreement has been by mutual agreement of the Parties. Each party participated jointly in the drafting of this Agreement, and therefore the terms and conditions of this Agreement are not intended to be, and shall not be, construed against any party by virtue of draftsmanship.

WE AGREE TO THESE TERMS.

[THE REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK, SIGNATURES TO THIS AGREEMENT COMMENCE ON THE NEXT PAGE]

Dated: 05 January 2026, 2025

DocuSigned by:
Nicole Mazanitis
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ContentSquare, Inc.

Name: Nicole Mazanitis

Title: VP, Associate General Counsel

Dated: Dec 1, 2025

PLAINTIFF

Joseph Vu

Joseph Vu

EXHIBIT A-1: PAGA Settlement Notice (Mail Notice)

[Name]
[Address]
[ID Number]

[Date]

Dear <<Name1>>:

The enclosed check includes your share of the California Private Attorneys General Act ("PAGA") settlement payment in *Vu v. Heap Inc. et al.* You are receiving this check because you are or were a Sales Employee[1] employed by Heap Inc. ("Heap") and then, after its acquisition in 2023, by Content Square, Inc. ("Content Square"), in California from May 12, 2022, through August 1, 2025.

Plaintiff Joseph Vu ("Plaintiff") alleged that Heap misclassified PAGA Members as exempt from the overtime pay requirements of California state law, and consequently failed to pay them overtime pay. Plaintiff brought a PAGA representative action on behalf of the State of California that sought penalties on behalf of himself and other "aggrieved employees" from Heap for the overtime and other violations that Plaintiff alleged. Heap denies that it did anything wrong and contends that, among other things, it has complied with all applicable laws.

To settle the PAGA claim, Heap agreed to pay a sum of $40,000 (after the deductions for attorneys' fees, costs, service award for Plaintiff, and settlement administration costs), which will be distributed according to PAGA's requirement that 65% be distributed to the California Labor Workforce Development Agency (LWDA) and the remaining 35% be paid to PAGA Members. Your individual PAGA settlement payment is determined by your proportional share of the PAGA Fund, based on the number of pay periods that you worked between May 12, 2022, and August 1, 2025.

Because the State of California has released its PAGA claims through this Settlement, you are precluded from bringing claims for penalties under California's Private Attorneys General Act pled in the operative demand or that could have been pled based on the facts alleged in the demand and that accrued during your employment with Heap and/or Content Square in an exempt-classified covered position, relating back to the full extent of the applicable statutes of limitations and continuing through August 1, 2025.

Enclosed you will also find an IRS Form 1099 for 100% of this payment. Please note that neither the Settlement Administrator nor Class Counsel can provide tax advice. If you have questions about the tax treatment of this payment, we suggest that you consult your tax advisor or accountant.

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[1] "Sales Employee" means individuals identified in the summary information produced by Heap and employed as exempt-classified Account Managers, Customer Success Managers, Sr. Customer Success Managers, Business Development Representatives, Sr. Business Development Representatives, and Sales Development Representatives.

<u>Please cash or deposit the check on or before [insert 150 days from mailing]</u>.

Checks will not be re-issued after the void date and will revert to the California unclaimed property fund. If you have any questions about the calculation of your payment, please contact the Settlement Administrator at [insert email] or Plaintiff's Counsel, Outten & Golden LLP, at [insert number] or [insert email].

Regards,

Heap Settlement Administrator

<u>EXHIBIT A-2: PAGA Settlement Notice (E-Mail Notice)</u>

Subject: NOTICE OF HEAP OVERTIME SETTLEMENT

Body of Email:

<<Name1>>,

You recently should have received a check in the mail that includes your share of the California Private Attorneys General Act ("PAGA") settlement payment in *Vu v. Heap Inc et al.* You are receiving this check because you are or were a Sales Employee[2] employed by Heap Inc. ("Heap") and then, after its acquisition in 2023, by Content Square, Inc. ("Content Square"), in California from May 12, 2022, through August 1, 2025.

Plaintiff Joseph Vu ("Plaintiff") alleged that Heap misclassified PAGA Members as exempt from the overtime pay requirements of California state law, and consequently failed to pay them overtime pay. Plaintiff brought a PAGA representative action on behalf of the State of California that sought penalties on behalf of himself and other "aggrieved employees" from Heap for the overtime and other violations that Plaintiff alleged. Heap denies that it did anything wrong and contends that, among other things, it has complied with all applicable laws.

To settle the PAGA claim, Heap agreed to pay a sum of $40,000 (after the deductions for attorneys' fees, costs, service award for Plaintiff, and settlement administration costs), which will be distributed according to PAGA's requirement that 65% be distributed to the California Labor Workforce Development Agency (LWDA) and the remaining 35% be paid to PAGA Members. Your individual PAGA settlement payment is determined by your proportional share of the PAGA Fund, based on the number of pay periods that you worked between May 12, 2022, and August 1, 2025.

Because the State of California has released its PAGA claims through this Settlement, you are precluded from bringing claims for penalties under California's Private Attorneys General Act pled in the operative demand or that could have been pled based on the facts alleged in the demand and that accrued during your employment with Heap and/or Content Square in an exempt-classified covered position, relating back to the full extent of the applicable statutes of limitations and continuing through August 1, 2025.

Enclosed with the mailed settlement check you will also find an IRS Form 1099 for 100% of this payment. Please note that neither the Settlement Administrator nor Class Counsel can provide tax advice. If you have questions about the tax treatment of this payment, we suggest that you consult your tax advisor or accountant.

<u>Please cash or deposit the check on or before [insert 150 days from mailing]</u>.

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2 "Sales Employee" means individuals identified in the summary information produced by Heap and employed as exempt-classified Account Managers, Customer Success Managers, Sr. Customer Success Managers, Business Development Representatives, Sr. Business Development Representatives, and Sales Development Representatives.

Checks will not be re-issued after the void date and will revert to the California unclaimed property fund. If you have any questions about the calculation of your payment, or did not receive your settlement check, please contact the Settlement Administrator at [insert email] or Plaintiff's Counsel, Outten & Golden LLP, at [insert number] or [insert email].

Regards,

Heap Settlement Administrator

EXHIBIT B-1: Reminder Email

Subject: IMPORTANT REMINDER – HEAP OVERTIME SETTLEMENT CHECK CASHING DEADLINE

Body of Email:

<<Name1>>,

On [DATE], you were mailed a settlement check for your portion of the Heap Overtime Settlement. Our records indicate that you have not cashed or deposited your settlement check. If you did not receive or no longer have the settlement check, you should contact the Settlement Administrator at [insert email] to request a replacement check.

You must cash or deposit your settlement check on or before [INSERT DATE 150 DAYS FROM INITIAL MAILING], or your check will become void.

If you have any questions about your legal rights, you may contact the Settlement Administrator at [insert email] or Plaintiff's Counsel, Outten & Golden LLP, at [insert number] or [insert email].

EXHIBIT B-2: Reminder Postcard

IMPORTANT REMINDER
HEAP OVERTIME SETTLEMENT CHECK CASHING DEADLINE

Dear <<Name1>>,

On [**DATE**], you were mailed a settlement check for your portion of the Heap Overtime Settlement. Our records indicate that you have not cashed or deposited your settlement check. This is to remind you that you must cash your settlement check by [**INSERT DATE 150 DAYS FROM INITIAL MAILING**] or your check will be void.

If you did not receive or no longer have your Settlement Check, you should contact the Settlement Administrator at [insert email] to request a replacement check.

If you have any questions about your legal rights, you may contact Plaintiff's Counsel, Outten & Golden LLP, at [insert number] or [insert email].