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Clerk of the Superior Court
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*Attorney for Plaintiff, on behalf of himself,
other Aggrieved Employees, and for the State
of California*

**SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF SAN DIEGO**

JOSEPH VU, Individually and on
Behalf of All Other Aggrieved
Employees and the State of
California,

Plaintiff,

v.

HEAP INC. and CONTENT
SQUARE INC.,

Defendants.

Case No. 26CU004286C

**DECLARATION OF JAHAN C. SAGAFI
IN SUPPORT OF PLAINTIFF'S
MOTION FOR APPROVAL OF PAGA
SETTLEMENT**

Judge: Hon. Wendy M. Behan

Dept.: C-66
Hearing Date: October 9, 2026
Hearing Time: 10:15 a.m.

Complaint Filed: January 26, 2026
Trial Date: None Set

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I, JAHAN C. SAGAFI, declare as follows:

1. I am a partner at Outten & Golden LLP (“O&G”), counsel for the plaintiff and PAGA members. I make these statements based on personal knowledge and would so testify if called as a witness.

2. This Declaration is submitted in support of Plaintiff’s Motion for Approval of
PAGA Settlement (“Motion”).

3. I am a member in good standing of the bar of the State of California.

4. Based on my extensive experience, I believe that the Settlement is fair, reasonable, and adequate. PAGA Counsel dedicated numerous hours to the case and negotiated the settlement at arm's length. The settlement results in relief to PAGA Members, there is no "clear sailing" provision in the agreement, and there is no reversion to the Defendant.

Outten & Golden LLP

5. **The firm.** Outten & Golden is the largest firm in the country that exclusively represents individuals (not companies) in employment matters. O&G is a 60+ attorney firm with offices in New York, San Francisco, and Washington, D.C., representing plaintiffs in a wide variety of employment matters, including individual and class action litigation involving wage and hour, discrimination, and harassment claims, as well as contract and severance negotiations. In addition to taking contingency fee matters, O&G maintains a substantial practice of hourly work for paying clients and often receives fee awards in the cases it handles, giving O&G a solid foundation of resources from which to take on class action matters such as this one.

6. **Outten & Golden’s experience advocating for workers’ rights.** O&G has represented plaintiffs in hundreds of class actions asserting employment rights on behalf of workers in California and around the country. For example, recently, Judge Chhabria found that “Class Counsel have capably and effectively represented the Settlement Class Members’ interests,” and praised them for “their outstanding work on this case.” *Zamora v. Lyft, Inc.*, No. 16-cv-02558-VC, ECF No. 103 at 6 (N.D. Cal.). O&G attorneys “have . . . extensive experience

1 and expertise in prosecuting wage-and-hour class actions and collective actions.” *Galeener v.*
2 *Source*, No. 13-cv-4960, ECF No. 131 (N.D. Cal. Mar. 13, 2015) (Chhabria, J.); *Lillehagen v.*
3 *Alorica*, No. 13-cv-0092, ECF No. 262 (C.D. Cal. May 31, 2016) (same); *Yuzary v. HSBC Bank*
4 *USA, N.A.*, No. 12-cv-3693, 2013 WL 1832181, at *4 (S.D.N.Y. Oct. 2, 2013) (appointing O&G
5 as class counsel, finding that O&G attorneys “have substantial experience prosecuting and settling
6 employment class actions, including wage and hour class actions[,] and are well-versed in wage
7 and hour and class action law”); *Easterling v. Conn., Dep’t of Correction*, No. 08 Civ. 826, 2013
8 WL 12291474, at *3 (D. Conn. Sept. 10, 2013) (O&G attorneys “are nationally recognized
9 employment class action litigators.”); *Johnson v. Brennan*, No. 10 Civ. 4712, 2011 WL 1872405,
10 at *2 (S.D.N.Y. May 17, 2011) (same); *accord Ballinger v. Advance Magazine Publishers, Inc.*,
11 No. 13 Civ. 4036, 2014 WL 7495092, at *7 (S.D.N.Y. Dec. 29, 2014) (appointing O&G as class
12 counsel, explaining that “[b]ased on the firm’s performance before me in this and other cases and
13 its work in the foregoing and other cases, I have no question that it will prosecute the interests of
14 the class vigorously”); *Perez v. Allstate Ins. Co.*, No. 11 Civ. 1812, 2014 WL 4635745, at *25
15 (E.D.N.Y. Sept. 16, 2014) (appointing O&G as class counsel and noting that “O & G has the
16 requisite experience in handling class actions . . . , are well versed in the applicable law, and have
17 the resources necessary to represent the NYLL Class fairly and adequately”); *Capsolas v. Pasta*
18 *Res., Inc.*, No. 10 Civ. 5595, 2012 WL 1656920, at *2 (S.D.N.Y. May 9, 2012) (O&G attorneys
19 “have years of experience prosecuting and settling wage and hour class actions, and are well-
20 versed in wage and hour law and in class action law”); *Alli v. Boston Mkt. Corp.*, No. 10 Civ. 4,
21 2011 WL 6156938, at *2 (D. Conn. Dec. 9, 2011) (O&G counsel are “qualified and experienced
22 in the issues raised in” wage and hour overtime litigation); *McMahon v. Olivier Cheng Catering*
23 *& Events, LLC*, No. 08 Civ. 8713, 2010 WL 2399328, at *6 (S.D.N.Y. Mar. 3, 2010) (O&G “are
24 experienced employment lawyers with good reputations among the employment law bar . . . [and]
25 have prosecuted and favorably settled many employment law class actions, including wage and
26 hour class actions”); *Damassia v. Duane Reade, Inc.*, 250 F.R.D. 152, 158 (S.D.N.Y. 2008) (O&G
27 lawyers have “an established record of competent and successful prosecution of large wage and
28

hour class actions, and the attorneys working on the case are likewise competent and experienced in the area”).

7. **Outten & Golden’s awards and public recognition.** The firm has been recognized as a leader in the employment law field over the years.

a. Law360 has listed Outten & Golden as one of a handful of firms in the employment law category of its nationwide “Practice Group of the Year” list for each of the years 2016, 2017, 2018, 2019, 2020, and 2023. That list typically includes about half a dozen firms, two of which are plaintiffs’ firms. Outten & Golden is the only plaintiffs’ firm to be listed in each year during the 2016-20 period.

b. Law360 selected O&G as an “Employment Practice Group of the Year” for five consecutive years.

c. In 2022, Chambers USA ranked O&G in band one for Plaintiffs Labor & Employment law in both California and New York. The firm has appeared annually in this category since it launched in 2014. In addition, for many years, Chambers USA has also ranked O&G in band one for Executive Compensation: Mainly Executives, in New York.

d. In 2023, Best Lawyers honored O&G with its highest ranking in multiple categories, including: National Tier 1: Litigation - Labor & Employment, and National Tier 1: Mass Tort Litigation / Class Actions – Plaintiffs. In addition, O&G is ranked regionally in Tier 1 in a number of categories, including Employment Law – Individuals in New York City, San Francisco, and Washington D.C.

e. In 2023, twenty-three O&G attorneys were named to Lawdragon’s 2023 list of the 500 leading civil rights and plaintiffs employment lawyers in the U.S.

f. Attorneys at O&G were awarded Public Justice’s Trial Lawyer of the Year Award in 2017 for the Firm’s litigation in Gonzalez v. Pritzker, No. 10 Civ. 3105 (S.D.N.Y.). The case focused on raced-based collateral consequences of interactions with the criminal justice system.

g. Many O&G attorneys have also been individually honored for their outsized

1 contributions to the practice of law. For example, in 2023, Wayne Outten was recognized with
2 the New York State Bar Association Labor & Employment Section's lifetime achievement award,
3 while Cara Greene was named one of Law360's highly prestigious MVPs.

4 **My Background and Experience**

5 8. **Education.** I graduated *magna cum laude* from Harvard College in 1994, where I
6 concentrated in Social Studies. I graduated from Harvard Law School in 2001 and throughout my
7 practice have specialized in class actions, with a focus on employment class actions.

8 9. **Clerkship.** For the first year after I graduated from law school, I clerked for the
9 Honorable William W Schwarzer, Senior Judge of the United States District Court for the Northern
10 District of California.

11 10. **Lieff Cabraser.** Immediately thereafter, in 2002, I joined Lieff, Cabraser,
12 Heimann & Bernstein, LLP, where I became a partner in January 2008. My practice consisted
13 primarily of representing class members in employment class actions (including wage and hour,
14 employment discrimination, and other employment-related disputes), as well as significant work
15 representing plaintiffs in consumer class actions and appeals of consumer and product liability
16 cases in the Ninth Circuit and other appellate courts.

17 11. **Outten & Golden.** In fall 2013, I left Lieff Cabraser to help open O&G's San
18 Francisco office. Here, my practice has consisted almost exclusively of representing workers in
19 employment class actions (including wage and hour, employment discrimination, and other
20 employment-related disputes).

21 12. **My current employment cases.** I currently represent plaintiffs asserting
22 employment claims in actions in this district, other federal districts, and California state court.

23 a. **Ongoing representation of public clients.** Since 2021, I have represented
24 the California Civil Rights Department ("CRD") in *California CRD v. Activision Blizzard, Inc.*,
25 No. 21-STCV-26571 (Los Angeles County Super. Ct.), which alleged systemic gender
26 discrimination, harassment, and retaliation at Activision. CRD hired Outten & Golden shortly
27 after filing the lawsuit to assist in litigating all aspects of the case in the trial court, which I
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1 believe is the only time California (or perhaps any state) has hired a firm to litigate affirmative
2 employment rights claims. Our team participated in all aspects of the litigation in state court and
3 represented CRD in its related proceedings in federal court, *E.E.O.C. v. Activision Blizzard, Inc.*,
4 No. CV 21-7682DSF (JEMx) (C.D. Cal.), appeal Nos. 22-55060 and 22-55587 (9th Cir.). In
5 2024, the case resolved for \$54,875,000 in monetary relief plus a three-year injunctive relief
6 period during which CRD will work cooperatively with Activision to protect against future
7 wrongdoing.

8 b. Ongoing discrimination class actions in federal courts. Currently, I
9 represent plaintiffs and proposed class members asserting employment discrimination claims in
10 class and collective action cases, including *Wilmuth v. Amazon.com, Inc.*, No. 23 Civ. 1774
11 (W.D. Wash.) (gender discrimination class and collective action asserting pay equity claims);
12 *Anderson v. City and County of San Francisco*, No. 20-cv-01149-DMR (N.D. Cal.) (class action
13 on behalf of veterans and servicemembers asserting USERRA claims).

14 c. Ongoing wage and hour class actions in federal courts. Currently, I
15 represent plaintiffs and proposed class members asserting wage and hour claims in several class
16 and collective action cases, including *Suazo v. Bluemercury, Inc.*, No. 22-cv-06307-JD (N.D.
17 Cal.) (off-the-clock claims on behalf of retail workers).

18 d. Ongoing employment class and PAGA actions in California state courts. I
19 also represent plaintiffs asserting employment-related claims in class actions in California state
20 court: *Tabola v. Uber Techs., Inc.*, No. CGC-16-550992 (San Francisco Super. Ct.) (PAGA
21 claims on behalf of Uber drivers challenging independent contractor misclassification); *Olson v.*
22 *Lyft, Inc.*, No. CGC-18-566788 (San Francisco Super. Ct.) (PAGA claims on behalf of Lyft
23 drivers challenging independent contractor misclassification); *Correa v. Adecco, Inc.*, No. CGC-
24 16-556034 (San Francisco Super. Ct.) (challenge to limitations on speech and disclosure rights of
25 Adecco employees); *Favila v. The Charles Schwab Corp.*, No. CGC-23-606896 (San Francisco
26 Super. Ct.) (challenge to limitations on speech and disclosure rights of Adecco employees);
27 *Liapes v. Facebook, Inc.*, No. 20-CIV-01712 (San Mateo Super. Ct.) (Unruh Act claims based on
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Facebook's use of tools to all advertisers to send ads only to men or your people); *Jauregui v. Safeway, Inc.*, No. RG21095860 (Alameda County Super. Ct.) (certified class action for underpayment of wages and break violations on behalf of 110,000 hourly workers); *Justice v. Twitter, Inc.*, No. CGC-23-604287 (San Francisco Super. Ct.) (challenge to Twitter's arbitration agreements and broken promise regarding severance in connection with the Musk purchase); *Diaz v. Chevron Corp.*, No. C20-00192 (Contra Costa Super. Ct.) (off-the-clock claims on behalf of refinery workers); *Chen v. Morgan Stanley Smith Barney LLC*, No. 30-2014-00724866-CU-OE-CJC (Orange Co. Super. Ct.) (PAGA claims on behalf of Financial Advisors regarding reimbursement of business expenses).

13. **Past employment cases.** During my career, I have represented plaintiffs in many representative employment class actions.

a. Successful class action jury trial. In *Strauch v. Computer Sciences Corp.*, No. 14 Civ. 956 (D. Conn.), my team and I won a unanimous jury verdict on behalf of a class of technical support workers asserting exemption misclassification claims under the FLSA, California law, and Connecticut law in December 2017. The jury found that the defendant violated the law willfully. The parties appealed, and the case ultimately settled for \$17.6 million in 2021. *Strauch* is one of a handful of employment class actions that have been successfully tried to verdict.

b. Past discrimination class actions. In the past, I have represented plaintiff classes in employment discrimination class actions, including *Rabin v. PricewaterhouseCoopers LLP*, No. 16-cv-2276-JST (N.D. Cal.) (\$11,625,000 settlement of nationwide age discrimination class action on behalf of applicants for introductory accountant positions; programmatic relief); *Borrego v. Raley's Family of Fine Stores*, 34-2015-00177687 (Sacramento Co. Super. Ct.) (settlement of pregnancy discrimination class action for \$2.8 million for approximately 340 women in 2020); *del Toro Lopez v. Uber Technologies, Inc.*, No. 17-cv-06255-YGR (N.D. Cal.) (\$10 million settlement of gender and race discrimination class action on behalf of software engineers in 2018); *Onuoha v. Facebook, Inc.*, No. 16-cv-6440-EJD (N.D. Cal.) (settlement of

1 discrimination claims on behalf of African American, Latino, and Asian American Facebook
2 users excluded from employment, housing, and credit ads provided to similarly situated white
3 users); *Wynne v. McCormick & Schmick's Seafood Restaurants, Inc.*, No. 06 Civ. 3153 CW
4 (N.D. Cal.) (\$2.1 million settlement of race discrimination class action on behalf of hourly
5 restaurant workers in 2008); *Gonzalez v. Abercrombie & Fitch Stores, Inc.*, Case No. 03 Civ.
6 2817 SI (N.D. Cal.) (\$50 million settlement of race and gender discrimination class action on
7 behalf of store salespeople in 2005) (subject of "White Hot" documentary,
8 <https://www.netflix.com/title/81323741>).

9 c. Past wage and hour class actions in the Northern District of California. In
10 the past, I have successfully represented plaintiff classes in other wage and hour class and/or
11 collective actions in this District, including *Clayborne v. Chevron Corp.*, No. 19-cv-07624-JSW
12 (N.D. Cal.) (\$1,925,000 settlement for off-the-clock claims on behalf of refinery workers in
13 2023); *Godhigh v Savers*, No. 16-cv-2874-WHO (N.D. Cal.) (\$750,000 settlement for overtime
14 misclassification claims of retail store assistant managers in 2018); *Wolf v. Permanente Medical*
15 *Group, Inc.*, No. 17-cv-05345-VC (N.D. Cal.) (\$2,950,000 settlement for off-the-clock claims of
16 telephone service representatives in 2018); *Zamora v. Lyft, Inc.*, No. 16-cv-02558-VC (N.D.
17 Cal.) (\$1,950,000 settlement for claims of drivers asserting that Lyft used deceptive language in
18 explaining how Prime Time Premiums would be paid to drivers; Lyft eliminated the challenged
19 language during the litigation); *Walton v. AT&T Svcs., Inc.*, No. 15-cv-03653-VC (N.D. Cal.)
20 (\$2,750,000 settlement for overtime misclassification claims of deliverers and designers of
21 corporate trainings in 2018); *Armstrong v. Concentrix Corp.*, No. 16-cv-05363-WHO (N.D. Cal.)
22 (\$320,000 settlement for off-the-clock claims of at-home customer service representatives in
23 2018); *Brown v. Permanente Medical Group, Inc.*, No. 16-cv-05272-VC (N.D. Cal.) (\$6,255,000
24 settlement for off-the-clock claims of advice nurses in 2017); *Zajonc v. Morgan Stanley & Co.*
25 *LLC*, No. 14 Civ. 5563 (N.D. Cal.) (\$5,995,000 settlement as part of multi-case settlement)
26 (Final Analyst trainee off-the-clock wage and hour claims); *Zaborowski v. MHN Gov't Servs.*,
27 No. 12 Civ. 5102 (N.D. Cal.) (FLSA conditional collective action certification granted;

1 arbitration motion defeated and affirmed on appeal, 601 F. App'x 461 (9th Cir. 2014); settled on
2 nationwide class basis for over \$12.7 million) (military base counselor independent contractor
3 misclassification claims); *Buccellato v. AT&T, Inc.*, No. 10 Civ. 463 LHK (N.D. Cal.) (\$12.5
4 million settlement of overtime misclassification claims for technical support workers in 2011);
5 *Lewis v. Wells Fargo & Co.*, No. 08 Civ. 2670 CW (N.D. Cal.) (\$6.72 million settlement for
6 overtime misclassification claims for technical support workers in 2011); *Higazi v. Cadence*
7 *Design Systems, Inc.*, No. 07 Civ. 2813 JW (N.D. Cal.) (\$7.7 million settlement overtime
8 misclassification claims for technical support workers in 2008); *Adams v. Inter-Con Security*
9 *Services, Inc.*, No. 06 Civ. 5428 MHP (N.D. Cal.) (\$4 million settlement of wage and hour off-
10 the-clock work class and collective action on behalf of security officers in 2008); *Rosenburg v.*
11 *Int'l Bus. Machines Corp.*, No. 06 Civ. 430 SBA (N.D. Cal.) (\$65 million settlement in 2007 for
12 overtime misclassification claims for technical support workers); *Gerlach v. Wells Fargo & Co.*,
13 No. 05 Civ. 585 CW (N.D. Cal.) (\$12.8 million settlement in 2007 for overtime misclassification
14 claims for business systems consultants).

15 d. Past wage and hour cases outside the Northern District of California. I
16 have also successfully represented plaintiff classes in other wage and hour class and/or collective
17 actions in other federal and state courts, including *Doe v. Google, Inc.*, No. CGC-16-556034
18 (San Francisco Super. Ct.) (\$27,000,000 settlement of claims challenging limitations on speech
19 and disclosure rights of Google employees in 2023); *Bush v. GlobalTranz Enterprises, Inc.*, No.
20 15-cv-0536-DJH (D. Ariz.) (\$640,000 settlement for inside salespeople's misclassification
21 claims); *Lillehagen v. Alorica, Inc.*, No. 13 Civ. 92 (C.D. Cal.) (nationwide class action
22 settlement) (call center worker off-the-clock claims); *Sherrill v. Premiera Blue Cross*, No. 10
23 Civ. 590 (W.D. Wash.) (\$1.45 million settlement in 2011 for 133 class members in overtime
24 misclassification case); *Danieli v. Int'l Bus. Machines Corp.*, No. 08 Civ. 3688 (S.D.N.Y.) (\$7.5
25 million settlement of overtime misclassification claims in 2010); *In re Farmers Ins. Group*
26 *Claims Reps. Overtime Litigation*, MDL Docket No. 1439 (D. Or.) (\$8 million settlement of
27 overtime misclassification class and collective action on behalf of insurance claims adjusters in
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2010); *Giannetto v. CSC Corp.*, No. 03 Civ. 8201 (C.D. Cal.) (\$24.0 million settlement in 2005 for overtime misclassification claims); *Barnett v. Wal-Mart*, No. 01-2-24553-8 (King Cty. Sup. Ct.) (\$35 million settlement of wage and hour off-the-clock class action in 2009).

14. **Appellate work.** In addition, I have represented plaintiffs in various appeals.

a. Representation of plaintiffs. I have represented plaintiffs at oral argument in *EEOC v. Activision Blizzard, Inc.*, No. 22-55587 (9th Cir. 2023); *Gregg v. Uber Technologies Inc.*, No. B302925 (Cal. Ct. App. 2023); *Harvey v. Morgan Stanley Smith Barney LLC*, No. 20-15509 (9th Cir. 2022); *Moniz v. Adecco USA, Inc.*, Nos. A159410, A159978, A160133 (Cal. Ct. App. 2021); *Marsh v. J. Alexander's LLC*, No. 15-15791 (9th Cir. en banc 2018) (validity of DOL's 20% rule from Field Operations Handbook, interpreting 29 C.F.R. § 531.56e (dual jobs regulation)); *Guess?, Inc. v. Russell*, No. 15-56870 (9th Cir. 2017) (delegation of class arbitrability to the arbitrator); *Zaborowski v. MHN Government Services, Inc.*, No. 13-15671 (9th Cir. 2014) (unconscionability analysis of arbitration clause); *Taragan v. Nissan North America, Inc.*, No. 11-15664 (9th Cir. 2012) (consumer deception regarding defective automobile design); *Degelmann v. Advanced Medical Optics Inc.*, No. 10-15222 (9th Cir. 2011-12) (medical device preemption); *Integon Corp. v. Gordon*, No. 1D05-3187 (Fla. 1st DCA 2007) (class certification of consumer claims asserting insurance pricing deception).

b. Amicus briefing. I have also volunteered to write amicus briefs in the Ninth Circuit and other appellate courts, including:

- *Uribe v. Crown Building Maintenance. Co.*, No. G057836 (California 4th District Court of Appeal 2021) (appropriate standard for review of PAGA settlement in context of overlapping litigation, dangers of plaintiff shopping and reverse auction)
- *HomeAway.com v. City of Santa Monica*, No. 18-55367 (9th Cir. 2018) (limitations on Communications Decency Act immunity)
- *New Prime, Inc. v. Oliveira*, No. 17-340 (S. Ct. 2018) (limitations on applicability of FAA to employment cases)
- *Mohamed v. Uber Technologies, Inc.*, No. 15-16178, 15-16181, 15-16250 (9th Cir. 2016) (challenging unconscionability and unfairness in arbitration agreement)
- *Meyer v. Kalanick*, No. 16-2750 (2d Cir. 2016) (internet contract formation)
- *Williams v. Superior Court*, No. S227228 (Cal. S.Ct. 2015) (plaintiffs' right to classwide discovery in PAGA representative action)
- *Braun v. Wal-Mart Stores, Inc.*, No. 32 EAP 2012 (Pa. S. Ct. 2013) (plaintiffs' class action trial victory upheld by Pennsylvania's highest court)

- *Mazza v. American Honda Motor Co.*, No. 09-55376 (9th Cir. 2012) (consumer class action choice-of-law issues)
- *Duran v. U.S. Bank National Ass’n.*, No. S200923 (Cal. S.Ct. 2012) (use of representative testimony to prove workers’ wage and hour claims)
- *DeLodder v. Aerotek, Inc.*, No. 10-56755 (9th Cir. 2011) (Rule 23 class certification of overtime misclassification case)
- *Russell v. Wells Fargo & Co.*, No. 07-cv-03993 (N.D. Cal. 2009) (limitations on fluctuating workweek method of calculating damages in overtime misclassification cases)
- *Gutierrez v. Johnson & Johnson*, No. 07-8025 (3rd Cir. 2007) (employment discrimination class action)
- *Ledbetter v. The Goodyear Tire & Rubber Co.*, No. 05-1074 (U.S. S. Ct. 2006) (employment discrimination)
- *Dukes v. Wal-Mart Stores, Inc.*, Nos. 04-16688 & 04-16720 (9th Cir. 2005) (employment discrimination class action)

15. **Community involvement.** In addition to being an active litigator, I have been involved in many educational and legal groups.

a. Those include the following **bar organizations and committees**:

- Attorney Representative for the Northern District of California to the Ninth Circuit Judicial Conference (selected by the judges of the District) (2020-23)
- The Civil Local Rules Attorney Advisory Committee for the Northern District of California (appointed by the Chief Judge of the District) (2020-22)
- The American Bar Association (“ABA”): Labor & Employment Law (“LEL”) Section
- The State Bar of California: Litigation Section Executive Committee (2006-07), CACI Civil Jury Instructions committee (2004-07), and Administration of Justice Committee (2004-07)
- The Bar Association of San Francisco (“BASF”) Judicial Evaluations Committee member (2013-15) and volunteer attorney fee dispute arbitrator (2009-15)
- The National Employment Lawyers Association (“NELA”): frequent speaker
- The American Association for Justice (“AAJ”): Co-Chair of the Wage and Hour Litigation Group (2016-24) and periodic speaker
- California Employment Lawyers Association (“CELA”): Member of two task forces on preserving access to justice
- The Consumer Attorneys of California (“CAOC”)

b. Those include the following **nonprofits and advocacy groups**:

- Legal Aid at Work: Board of Directors, Executive Committee, Development Committee (2019-present)
- People’s Parity Project: Board of Advisors (2019-present)
- American Constitution Society (“ACS”) Bay Area Lawyer Chapter: member of the Executive Board (2005-11; Chair of the Board, 2009-11) and member of the Advisory Board (2014-present)
- The Berkeley Center on Comparative Equality and Anti-Discrimination Law (2019-

present)

- Alliance for Justice (“AFJ”): Board of Directors (2014-19)
- Public Advocates, Inc.: Board of Governors (2012-15)
- The American Civil Liberties Union (“ACLU”) of Northern California: Board of Directors (2006-11), Chair of the Legal Committee (2010-11), Vice Chair of the Board (2010-11), and member of the Board’s Executive Committee (2009-11)

Articles, speeches, and presentations. I regularly write articles and give speeches and presentations at conferences, primarily on employment law and representative action issues. I have served as a Coordinating Editor and a California State Editor of the ABA’s Survey of State Class Action Law (which is republished within the Newberg treatise on class actions in chapter 5) since 2012.

Pre-Suit Investigation, Mediation, and Settlement

16. Before commencing this action, PAGA Counsel conducted a thorough investigation, which focused on factual and legal research into the underlying merits of Plaintiff’s claims, possible defenses, and the proper measure of damages.

17. Through correspondence dated April 27, 2023, PAGA Counsel notified Counsel for Defendants of its intent to pursue a representative action against them on behalf of Plaintiff, aggrieved employees, and the State of California, and invited Defendants to consider settlement discussions.

18. The Parties subsequently agreed to explore pre-suit settlement discussions and signed an agreement to toll Plaintiff’s claims, which tolled the statute of limitations on Plaintiff’s claims effective May 12, 2023.

19. The Parties thereafter engaged in an informal exchange of discovery, in which Defendants produced data and information to enable Plaintiff to assess his representative claims and penalties, including the total number of PAGA Members and pay periods worked by PAGA Members during the PAGA Period.

20. In or around December 2023, while PAGA Counsel were negotiating a potential pre-suit resolution of these claims, Contentsquare acquired Heap.

1 21. On June 5, 2025, following renewed negotiations to resolve the matter pre-suit, the
2 Parties participated in a full-day mediation session with a respected mediator of wage and hour
3 claims, Anne Marie Estevez, Esq.

4 22. The Parties were unable to reach a settlement at mediation; however, they agreed
5 to continue settlement discussion, and after several weeks of continued arm's length negotiations
6 with the assistance of the mediator, the Parties reached a settlement and signed a term sheet on
7 July 1, 2025.

8 23. The Parties continued negotiating the terms of the final Settlement Agreement,
9 which was fully executed on January 5, 2026.

10 24. On July 15, 2025, Plaintiff submitted a PAGA notice (the "PAGA Letter") with the
11 California Labor & Workforce Development Agency ("LWDA") of the claims asserted in this
12 action, and at least 65 days passed without a response from the LWDA regarding such notice. At
13 least 65 days passed without a response from the LWDA regarding such notice before Plaintiff
14 commenced this action.

15 25. The Parties finalized the terms of the settlement and memorialized them in the
16 Settlement Agreement, which was fully executed on January 5, 2026.

17 26. On January 26, 2026, Plaintiff filed the Complaint. On February 5, 2026, Plaintiff
18 filed a copy of the Complaint with the LWDA.

19 27. The Parties have selected ILYM Group, Inc. ("ILYM") as the settlement
20 administrator ("Settlement Administrator") following a competitive bidding process, as ILYM's
21 bid contained the most comprehensive services at the lowest price.

22 28. ILYM is experienced in the administration of PAGA action settlements. ILYM has
23 agreed to administer the Total Settlement Amount for an amount not to exceed \$3,500.

24 29. The net average Settlement Check that each PAGA Member will receive (after
25 deductions for PAGA Counsel's Attorneys' Fees and Costs, Plaintiff's Service Award, settlement
26 administration, and the LWDA Payment) is approximately \$823.52

1 30. This recovery is a meaningful portion of the PAGA penalties that PAGA Members
2 could have recovered at trial. Plaintiff estimates that the maximum PAGA penalties that could
3 have been recovered at trial are approximately \$54,000.

4 31. The PAGA Fund (\$40,000) therefore represents approximately 74% of the
5 maximum theoretical recovery for these claims. The PAGA Fund recovery amounts to
6 approximately \$68 per pay period, if there are up to 588 pay periods in the ultimate calculation.

7 **Risks of Representation and Resources Expended**

8 32. The Settlement is reasonable in light of the significant litigation risks.

9 33. Defendant argued Plaintiff signed an individual pre-dispute arbitration agreement
10 and general release of claims, which Defendant would argue that foreclosed him from bringing a
11 PAGA claim on behalf of other aggrieved employees or, alternatively, that he must first arbitrate
12 his individual PAGA claim.

13 34. A trial on the merits would require Plaintiff to establish penalties, which also
14 entails risk. Defendants may dispute the number of pay periods in which PAGA Members
15 worked overtime. Defendants may also argue that the Court should exercise its discretion to
16 reduce any PAGA penalties awarded.

17 35. Even if Plaintiff prevailed on each of his claims, he might face a lengthy appeals
18 process and/or receive a minimal penalties award.

19 **Service Award for Named Plaintiff**

20 36. Plaintiff spent significant hours on this case, which included: being interviewed in
21 detail by PAGA Counsel and providing information about his job duties and Defendants'
22 policies and practices; searching for and providing PAGA Counsel with documents related to his
23 work; reviewing a proposed representation agreement and carefully considering whether to serve
24 as a PAGA representative whose name would be on publicly filed court documents; discussing
25 mediation strategy and settlement numbers with PAGA Counsel; remaining available to answer
26 questions and provide input during the mediation session, including by weighing in on settlement
27

1 value and settlement terms; participating in numerous phone calls with PAGA Counsel; and
2 reviewing the Settlement Agreement, discussing it in detail with PAGA Counsel, and signing it.

3 37. Aggrieved employees and the state of California benefitted greatly from this
4 work: if Plaintiff had not stepped forward to bring this case, there would be no PAGA recovery
5 or accountability for Defendants.

6 38. Plaintiff also took on personal risk to bring this lawsuit and stuck with the case
7 during a lengthy negotiation and settlement process. The tech sales industry is a small and
8 interconnected world.

9 39. By bringing these claims against a former employer, Plaintiff risks reputational
10 harm within the industry and the potential for diminished future job prospects. Plaintiff has real
11 concerns about his reputation based on his participation in this lawsuit.

12 **The Value of the Time and Costs Invested By Outten & Golden**

13 40. As of February 18, 2026, PAGA Counsel has expended 286.9 hours prosecuting
14 and settling this case, including time investigating the claims, preparing for and attending
15 mediation, calculating damages, engaging in settlement negotiations, and seeking approval from
16 the Court, for a total of \$216,740.00 in lodestar.

17 41. PAGA Counsel's efforts to master the relevant facts and legal questions – through
18 extensive investigation, negotiation, and mediation discovery – made the resolution of this case
19 possible prior to court rulings that could have weakened Plaintiff's claims.

20 42. PAGA Counsel made an informed judgment that settlement, as opposed to
21 litigation, is in the best interests of PAGA Members and the State of California, and secures
22 substantial benefits for them now.

23 43. PAGA Counsel's hourly rates range from 650 to \$2,000 per hour for attorneys
24 and support staff rates of \$525 to \$625 per hour. These rates are also what PAGA Counsel's
25 firm's hourly paying clients pay to attorneys and support staff with similar experience.

1 **Out-Of-Pocket Costs Incurred by Outten & Golden**

2 44. PAGA Counsel also seeks reimbursement of up to \$5,000 in reasonably expended
3 litigation costs. The costs expended to date are \$3,407.56, and counsel expects to expend
4 additional amounts for filing and vendor fees to achieve approval of the settlement

5 **Exhibits**

6 45. Attached hereto as **Exhibit 1** is a copy of the Settlement Agreement and Release
7 (“Settlement Agreement”) and accompanying exhibits

8 a. **Exhibit A** to the Settlement Agreement is the PAGA Notice.

9 b. **Exhibit B** to the Settlement Agreement is the Reminder.

10 46. Attached hereto as **Exhibit 2** is PAGA Counsel’s Summary of Costs.

11 47. Attached hereto as **Exhibit 3** is a [Proposed] Order Granting Approval of PAGA
12 Settlement.

13 * * *

14 I declare under penalty of perjury that the foregoing is true and correct.

15 Dated: February 27, 2026

Respectfully submitted,

16 By: 

17 Jahan C. Sagafi (SBN 224887)
18 **OUTTEN & GOLDEN LLP**
19 One California Street, 12th Floor
20 San Francisco, CA 94111
21 Telephone.: (415) 638-8800
22 Facsimile: (415) 638-8810
23 Email: jsagafi@outtengolden.com

24 *Plaintiff, on behalf of himself,*
25 *other Aggrieved Employees, and for the*
26 *State of California*

Exhibit 1

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 \times \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
47FC5EACFF1F472...

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 Employee¹ 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.

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.

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

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

EXHIBIT A-2: PAGA Settlement Notice (E-Mail Notice)

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 Employee² 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.

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

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].

Exhibit 2

Joseph Vu v. Heap Inc., et al.
Case No.: 26CU004286C
Summary of Costs Outten Golden LLP

Category	Cost
Legal Research	\$0.14
Filing Fees, Vendor Fees, Court Reporter, and Related Expenses	\$484.83
Mailing/Shipping Charges	\$47.59
Mediation	\$2,875.00
Total	\$3,407.56

Exhibit 3

1 Jahan C. Sagafi (SBN 224887)
2 **OUTTEN & GOLDEN LLP**
3 One California Street, 12th Floor
4 San Francisco, CA 94111
5 Tel: (415) 638-8800
6 Fax: (415) 638-8810
7 Email: jsagafi@outtengolden.com

8 *Attorneys for Plaintiff, on behalf of himself,*
9 *other Aggrieved Employees, and for the State*
10 *of California*

11 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**
12 **FOR THE COUNTY OF SAN DIEGO**

13 JOSEPH VU, Individually and on
14 Behalf of All Other Aggrieved
15 Employees and the State of
16 California,

17 Plaintiff,

18 v.

19 HEAP INC. and CONTENT
20 SQUARE INC.,

21 Defendants.

Case No. 26CU004286C

22 **[PROPOSED] ORDER GRANTING**
23 **APPROVAL OF PAGA SETTLEMENT**

24 Judge: Hon. Wendy M. Behan

25 Dept.: C-66

26 Hearing Date: October 9, 2026

27 Hearing Time: 10:15 a.m.

28 Complaint Filed: January 26, 2026

Trial Date: None Set

1 **[PROPOSED] ORDER**

2 The Court, having considered Plaintiff's Motion for Approval of Private Attorneys'
3 General Act (PAGA) Settlement, the accompanying Memorandum of Points and Authorities,
4 and supporting declarations, which came before the Court for a hearing on October 9, 2026, at
5 10:15 a.m. at 330 W Broadway San Diego, CA 92101, in Department C-74 of this Court, and
6 good cause appearing, HEREBY ORDERS, ADJUDGES, AND DECREES AS FOLLOWS:

7 **Definitions**

8 1. Except as otherwise specified herein, the Court adopts for purposes of this Order
9 all defined terms set forth in the Settlement Agreement.

10 **Approval of Settlement**

11 2. The Court finds the Settlement is fair, reasonable, and adequate, and satisfies the
12 standards and applicable requirements for approval of a PAGA settlement under California law.
13 Accordingly, the Court hereby grants the Motion and accepts and approves the Settlement. The
14 obligations set forth in the Settlement are deemed part of this Order, and the Parties and Settlement
15 Administrator are ordered to carry out the Settlement according to its terms and provisions. The
16 Settlement is incorporated by reference into this Order.

17 3. The PAGA Members are the 17 current and former exempt-classified Sales
18 Employees who worked for Defendant in California during the PAGA Period. Ex. 1 (Settlement
19 Agreement) § 1.22. The PAGA Period is between May 12, 2022, through August 1, 2025. *Id.* §§
20 1.21.

21 4. The Settlement is binding on all PAGA Members. By operation of the entry of this
22 Order, upon the Effective Date, PAGA Members release the Released Parties from the Released
23 PAGA Claims.

24 5. Defendant shall pay the Total Settlement Amount into the Qualified Settlement
25 Fund within 21 Days of the Effective Date and all payments due under the Settlement will be made
26 pursuant to the Settlement, this Order, and the Judgment.

27 6. The Court appoints Outten & Golden LLP as PAGA Counsel and approves the
28

request for \$40,000.00 as attorneys' fees and up to \$5,000 in reasonably expended actual out-of-pocket litigation costs, including \$3,407.56 incurred to date plus additional amounts for filing and vendor fees to achieve approval of the settlement. These amounts shall be paid to PAGA Counsel, pursuant to the terms of the Settlement Agreement.

7. A Service Award of \$2,500.00 to Plaintiff Joseph Vu is approved and shall be paid to Plaintiff, pursuant to the terms of the Settlement.

8. Administration costs of \$3,500 shall be paid to the Settlement Administrator, ILYM Group, Inc., pursuant to the terms of the Settlement.

9. The Court approves the PAGA Notice attached to the Settlement as **Exhibit A**, which shall be sent by the Administrator to PAGA Members along with their respective Settlement Checks. The Settlement Administrator will send reminders via postcard and e-mail after the initial distribution of Settlement Checks to PAGA Members who have not yet cashed a Settlement Check, reminding them to negotiate their checks prior to the 150-day deadline. Any Settlement Check that is not cashed after the expiration of 150 days following the issuance of such Settlement Check will be transferred to the Controller of the State of California, Unclaimed Property Fund in the name of the Class Member whose check was cancelled.

10. The Court hereby enters Judgment in the case. The Court shall retain continuing jurisdiction over the action, the Parties, and the Class, as well as the administration and enforcement of the terms of the settlement of this action to enforce the terms of the Judgment.

11. Plaintiff shall submit a copy of this Order to the LWDA within thirty (30) Days of this Order.

IT IS SO ORDERED.

Dated:

Honorable Wendy M. Behan
Judge of the San Diego County Superior Court