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10 *of California*

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

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

16 Plaintiff,
17 v.

18 CONTENT SQUARE, INC. and HEAP,
19 INC.,

20 Defendants.

ELECTRONICALLY FILED
Superior Court of California,
County of San Diego

1/26/2026 4:39:12 PM

Clerk of the Superior Court
By S. Bakke ,Deputy Clerk

Case No. 26CU004286C

PAGA COMPLAINT

Assigned for All Purposes to:
Dept.
Judge:

1 Plaintiff Joseph Vu (“Plaintiff”), on behalf of himself, all other aggrieved employees, and
2 the State of California under the California Private Attorneys General Act, Cal. Lab. Code §§ 2699,
3 *et seq.* (“PAGA”), alleges as follows:

4 **INTRODUCTION**

5 1. Content Square, Inc. (“Contentsquare”) and Heap, Inc. (“Heap”) (together
6 “Contentsquare” or “Defendants”)¹ is a software company that provides AI-powered solutions to
7 assist business clients with tracking customer engagement on their websites using data analytics
8 and customer-experience monitoring to improve the digital experience.

9 2. Plaintiff and other aggrieved employees (“PAGA Members”) are all current or
10 former employees of Defendants who worked in California as Sales Employees² and were treated
11 as overtime-exempt from May 12, 2022, through August 1, 2025 (the “PAGA Period”).

12 3. Plaintiff brings this action on behalf of himself, all other aggrieved employees, and
13 the State of California under PAGA to remedy Defendants’ violations of the California Labor
14 Code, including the (1) failure to pay overtime compensation for all hours worked over eight in a
15 workday or 40 in a workweek pursuant to Labor Code §§ 510, 1194, and 1198; (2) failure to timely
16 pay wages due during employment and upon separation in accordance with Labor Code §§ 201,
17 202, 203, and 204; and (3) failure to provide timely, accurate, and itemized wage statements in
18 accordance with Labor Code § 226(a). The Parties agreed to toll the statute of limitations on these
19 claims as of July 11, 2023.

20 **JURISDICTION AND VENUE**

21 4. The Court has jurisdiction over Plaintiff’s claims under the California Labor Code
22 and California Unfair Business Practices Law.

24 ¹ Effective May 1, 2025, Heap merged with and into Contentsquare, and Contentsquare
25 became Heap’s successor. *See Contentsquare Completes Acquisition of Heap*,
26 <https://contentsquare.com/press/contentsquare-completes-acquisition-heap/> (last visited January
15, 2026)

27 ² “Sales Employees” means individuals employed by ContentSquare and/or Heap as exempt-
28 classified Account Managers, Customer Success Managers, Sr. Customer Success Managers,
Business Development Representatives, Sr. Business Development Representatives, and Sales
Development Representatives.

5. The Court has personal jurisdiction over this matter because Contentsquare conducts substantial business activity in this state and engaged in the unlawful acts alleged herein in this state.

6. Venue is proper in this county under California Code of Civil Procedure § 395.5 because some part of the cause of action, as alleged herein, occurred in this county.

7. Notice of the claims alleged herein was provided to the California Labor & Workforce Development Agency (“LWDA”) and Defendants on July 15, 2025. On December 1, 2025, Plaintiff submitted an Amended PAGA Letter to clarify for the LWDA that Heap and Contentsquare are both defendants to the employees who worked for Heap. The LWDA has not taken any action with regard to the claims, including providing notice of an intent to pursue the claims.

THE PARTIES

Plaintiff

8. Plaintiff Joseph Vu is a resident of California.

9. Plaintiff was employed by Defendants as a Sales Employee from approximately December 2021 to December 2022.

10. At all times relevant, Plaintiff was an “employee” within the meaning of all applicable statutes.

Defendants

11. Upon information and belief, Heap is a corporation formed under the laws of Delaware with a principle place of business in San Francisco, California and that conducts substantial business throughout California, including in San Diego County, California.

12. Upon information and belief, Contentsquare is a corporation formed under the laws of the State of Delaware with a principal place of business in New York, New York.

13. At all relevant times, Defendants were Plaintiff's and PAGA Members' "employers" within the meaning of all applicable statutes.

14. Defendants have applied the same employment policies, practices, and procedures to all PAGA Members, including policies, practices, and procedures with respect to payment of

1 overtime compensation.

2 **PAGA ACTION ALLEGATIONS**

3 15. Defendants uniformly classified its Sales Employees as exempt from overtime
4 under state laws and regulations.

5 16. Plaintiff contends that the primary duties of Sales Employees are and have been
6 non-exempt and do not fall under any of the exemptions under California law. California law
7 requires employers to pay non-exempt employees who work more than eight hours in a day or
8 more than 40 hours per week a rate of one-and-a-half times their regular rate of pay for each hour
9 worked over 40 hours, and twice the regular rate for worked performed in excess of 12 hours per
10 day. Cal. Lab. Code § 510.

11 17. While employed by Defendants, Plaintiff and other Sales Employees consistently
12 worked more than eight hours per day and more than 40 hours per workweek without receiving
13 proper overtime compensation during the PAGA Period. As a result, Defendants failed to pay
14 Plaintiff and PAGA Members all overtime wages owed in violation of California Labor Code §
15 510, 1194, and 1198.

16 18. Defendants also, as a result, failed to timely pay wages due to Plaintiff and PAGA
17 Members, including at the time of their separations from employment with Defendants, in violation
18 of California Labor Code §§ 201, 202, 203, and 204.

19 19. Defendants also, as a result, failed to provide Plaintiff and PAGA Members with
20 timely, accurate, and itemized wage statements in accordance with California Labor Code §
21 226(a).

22 **FIRST CAUSE OF ACTION**

23 **PAGA Penalties for Overtime Violations**

24 **Cal. Labor Code § 510, 1194, 1198, and 2699**

25 **(Brought by Plaintiff on Behalf of Himself and PAGA Members)**

26 20. Plaintiff realleges and incorporates by reference all allegations in all preceding
27 paragraphs.

28 21. The foregoing conduct, as alleged, constitutes a violation of California Labor Code
510, 1194, and 1198, which require overtime pay at one-and-one-half times the regular rate for

1 time worked over eight hours in a day or over 40 hours in a week.

2 22. Although Plaintiff and PAGA Members worked more than eight hours in a day or
3 40 hours in a week, Defendants had a policy and practice of failing and refusing to pay them
4 overtime compensation at one-and-one-half times the regular rate for all of their overtime hours
5 worked and thus violated the above-referenced provisions.

6 23. As a consequence of Defendants' failure to pay compensation for all overtime hours
7 worked, Plaintiff, on behalf of the State of California and the PAGA Members, seeks civil
8 penalties, attorneys' fees and costs, and any other appropriate relief under PAGA.

9 **SECOND CAUSE OF ACTION**
10 **PAGA Penalties for Failure to Timely Pay Wages Due Upon Termination**
11 **Cal. Labor Code §§ 201, 202, 203, 204, and 2699**
12 **(Brought by Plaintiff on Behalf of Himself and PAGA Members)**

13 24. Plaintiff realleges and incorporates by reference all allegations in all preceding
14 paragraphs.

15 25. California Labor Code §§ 201 and 202 require Defendants to pay its employees all
16 wages due within the time specified by law. California Labor Code § 203 provides that if an
17 employer willfully fails to timely pay such wages, the employer must continue to pay the subject
18 employees' wages until the back wages are paid in full or an action is commenced, up to a
19 maximum of thirty (30) days of wages.

20 26. Plaintiff and all PAGA Members who ceased employment with Defendants are
21 entitled to unpaid compensation, but to date have not received such compensation.

22 27. More than thirty (30) days have passed since Plaintiff and PAGA Members left
23 Defendants' employ.

24 28. As a consequence of Defendants' willful conduct, Plaintiff, on behalf of the State
25 of California and PAGA Members, seeks civil penalties, attorneys' fees and costs, and any other
26 appropriate relief under PAGA.
27
28

THIRD CAUSE OF ACTION
PAGA Penalties for Wage Statement Violations
Cal. Labor Code § 226(a), and 2699
(Brought by Plaintiff on Behalf of Himself and PAGA Members)

29. Plaintiff realleges and incorporates by reference all allegations in all preceding paragraphs.

30. The foregoing conduct, as alleged, constituted a violation of California Labor Code § 226(a), which provides requirements for properly itemized wage statements.

31. Defendants knowingly and intentionally failed to provide timely, accurate, and itemized wage statements including, *inter alia*, hours worked and the correct regular rate to Plaintiff and PAGA Members in accordance with California Labor Code § 226(a). Such failure caused injury to Plaintiffs and the PAGA Members, by, among other things, impeding them from knowing the amount of wages to which they are and were entitled.

32. As a consequence of Defendants' willful conduct, Plaintiff, on behalf of the State of California and the PAGA Members, seeks civil penalties, attorneys' fees and costs, and any other appropriate relief under PAGA.

PRAYER FOR RELIEF

WHEREFORE, Plaintiff, individually and on behalf of the state of California and aggrieved employees, requests the following relief:

- A. Civil penalties provided, per violation, under the California Private Attorneys General Act, California Labor Code §§ 2698, *et seq.*;
- B. Attorneys' fees and costs of suit, pursuant to PAGA;
- C. A reasonable service award for Plaintiff for his service as a PAGA representative; and
- D. Such other relief as this Court deems necessary, just, and proper.

DEMAND FOR JURY TRIAL

Plaintiff demands trial by jury on all claims and causes of action so triable.

Respectfully submitted,

Dated: January 26, 2026

By:



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