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# PAGA SETTLEMENT AGREEMENT

This PAGA Settlement Agreement ("Agreement" or "Settlement") is made by and between Plaintiff Daniel Hwang ("Plaintiff"), on one hand, and Defendant Pyramid Consulting, Inc. ("Defendant"), on the other hand. The Agreement refers to Plaintiff and Defendant collectively as the "Parties," or individually as "Party."

## 1. DEFINITIONS

In addition to other terms defined in this Agreement, the terms below have the following meaning in this Agreement:

1.1. "Action" means Plaintiff's lawsuit titled: (1) *Daniel Hwang v. Pyramid Consulting, Inc.*, Contra Costa County Superior Court Case No. C-25-03575 ("Action").

1.2. "Administrator" or "Settlement Administrator" means ILYM Group, the neutral entity the Parties have agreed to appoint to administer the Settlement.

1.3. "Administrator Expenses" means the amount the Administrator will be paid from the Gross Settlement Amount to reimburse its reasonable fees and expenses in accordance with the Administrator's "not to exceed" bid submitted to the Court in connection with Settlement Approval.

1.4. "Approval Hearing" means the Court's hearing on the motion for approval of the Settlement to determine whether to approve and implement the terms of this Agreement and enter the Judgment.

1.5. "Defense Counsel" means Fisher Phillips LLP and its attorneys, including Lauren Roseman.

1.6. "Effective Date" means the date on which the Judgment becomes final. For purposes of this Settlement Agreement, the Judgment "becomes final" upon the latter of: (i) if no appeal is filed, the expiration date of the time for the filing or noticing of any appeal from, or other challenge to, the Judgment (this time period shall not be less than 60 calendar days after the Judgment is entered); (ii) the date affirmance of an appeal of the Judgment becomes final under the California Code of Civil Procedure; or (iii) the date of final dismissal of any appeal from the Judgment or the final dismissal of any proceeding on review of any court of appeal decision relating to the Judgment.

1.7. "Gross Settlement Amount" means Two Hundred Thirty-Eight Thousand Seven Hundred Twenty-Five Dollars and Zero Cents ($238,725.00), which is the total amount to be paid by Defendant as set forth in this Agreement. The Gross Settlement Amount will be used to pay Individual PAGA Payments, LWDA Fees, PAGA Counsel Fees, PAGA Counsel Expenses,

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Administrator Expenses and Service Award, all as approved by the Court. Any amounts not approved by the Court shall be added to the Net Settlement Amount to be distributed to the LWDA and PAGA Group Members, and shall not be grounds to object to or terminate the Settlement. The Gross Settlement Amount is an all-in amount without any reversion to Defendant, with no claim forms required.

1.8. "Individual PAGA Payment" means the PAGA Group Member's pro rata share of thirty-five percent (35%) of the Net Settlement Amount, as calculated by the Settlement Administrator and based on the number of Pay Periods worked during the PAGA Period.

1.9. "Judgment" means a written order and judgment approving this Settlement and incorporating by reference the terms and conditions of this Settlement.

1.10. "LWDA" means the California Labor and Workforce Development Agency.

1.11. "LWDA Fees" means the sixty-five percent (65%) of the Net Settlement Amount, to be paid to the LWDA, as calculated by the Settlement Administrator, under Labor Code section 2699(i).

1.12. "Net Settlement Amount" means the Gross Settlement Amount, less the following payments in the amounts approved by the Court: PAGA Counsel Fees, PAGA Counsel Expenses, Administrator Expenses, and Service Award.

1.13. "Operative Complaint" means the First Amended Representative Action Complaint filed in the Action.

1.14. "PAGA" means the California Labor Code Private Attorneys General Act of 2004, Labor Code §§ 2698, *et seq*.

1.15. "PAGA Counsel" means Larry W. Lee and Kristen M. Agnew of Diversity Law Group, P.C., and William L. Marder of Polaris Law Group.

1.16. "PAGA Counsel Fees" and "PAGA Counsel Expenses" mean the amounts to be paid to PAGA Counsel for fees and expenses, respectively, as approved by the Court, to compensate PAGA Counsel for their legal work in connection with the Action, including their pre-filing investigation, their filing of the Action, all related litigation activities, all Settlement work, all post-Settlement compliance procedures, and related litigation expenses billed in connection with the Action.

1.17. "PAGA Data" means PAGA Group Member identifying information in Defendant's possession including the PAGA Group Member's name, employee ID number, last-known mailing address, Social Security number, email address (if known and available to Defendant), and number of Pay Periods.

1.18. "PAGA Group Members" all persons within the State of California who are or

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were employed by Defendant as hourly non-exempt employees during the PAGA Period.

1.19. "PAGA Group Member Address Search" means the Administrator's investigation and search for current PAGA Group Member mailing addresses using all reasonably available sources, methods and means including, but not limited to, the National Change of Address database, skip traces.

1.20. "PAGA Notices" means Plaintiff's letter dated October 14, 2025 and supplemental letter dated October 8, 2026, providing notice to the LWDA of potential Labor Code violations.

1.21. "PAGA Period" means the period from October 14, 2024 through and including March 13, 2026.

1.22. "PAGA Representative" or "Plaintiff" means Plaintiff Daniel Hwang.

1.23. "Pay Period" means any pay period during the PAGA Period in which an PAGA Group Member received the payment of wages.

1.24. "Released PAGA Claims" means all claims for civil penalties under the California Private Attorneys General Act, California Labor Code § 2698, *et. seq*. that could have been sought by the State of California Labor Commissioner for the violations of Labor Code §§ 201.3 and 204 identified in the Action and/or the PAGA Notices. The Released PAGA Claims are limited to the PAGA Period.

1.25. "Released Parties" shall mean Defendant and all of its current and former officers, directors, employees, and agents.

1.26. "Service Award" means the amount that the Court authorizes to be paid to Plaintiff, in addition to his Individual PAGA Payment, in recognition of his efforts and risks in assisting with the prosecution of the Action. Subject to the Court granting final approval, the Parties agree that Plaintiff shall be paid up to Ten Thousand Dollars ($10,000.00) from the Gross Settlement Amount as the Service Award.

1.27. "Settlement Notice" means the NOTICE OF PAGA SETTLEMENT, as approved by the Court and in substantially the same form as that attached as **Exhibit A** and incorporated by reference into this Agreement.

## 2. RECITALS

2.1. On October 14, 2025, Plaintiff submitted a PAGA Notice to the LWDA alleging that Defendant violated Labor Code section 204, pursuant to Labor Code section 2699.

2.2. On December 4, 2025, Plaintiff initiated the Action against Defendant. In the Complaint, Plaintiff alleged a representative PAGA claim predicated on Defendant's alleged

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failure to timely pay employees within seven days of the close of the applicable pay period.

2.3. On or about April 28, 2026, the Parties agreed to participate in private mediation with Michael Mandel, a respected wage and hour mediator. In advance of the mediation, Plaintiff obtained, through informal discovery, the number of alleged aggrieved employees and the number of pay periods in which aggrieved employees received the payment of wages through the end of the PAGA Period.

2.4. On June 16, 2026, the Parties participated in an all-day mediation presided over by Mr. Mandel which led to this Agreement to settle the Action.

2.5. On October 8, 2026, Plaintiff submitted a supplemental PAGA Notice to the LWDA alleging that Defendant violated Labor Code section 201.3, pursuant to Labor Code section 2699.

2.6. Defendant denies, and continues to deny, Plaintiff's claims and deny any failure to comply with the law, and deny any and all liability for the claims alleged in the Action.

2.7. This Agreement represents a compromise and settlement of highly disputed claims. Nothing in this Agreement is intended or will be construed as an admission by Defendant that the claims in the Action or PAGA Notice have merit or that Defendant bears any liability to Plaintiff or the PAGA Group Members on those claims or any other claims, or as an admission by Plaintiff that Defendant's defenses in the Action have merit. If for any reason the Settlement does not become effective, Defendant reserves all available defenses to the claims in the Action.

## 3. AMENDMENT OF THE COMPLAINT

Prior to or concurrent with the filing of the motion for approval of the Settlement, the Parties will stipulate to the filing of the First Amended Representative Action Complaint in the Action. The First Amended Representative Action Complaint will include and claims and allegations in the PAGA Notices.

## 4. MONETARY TERMS

4.1. The Gross Settlement Amount. Defendant agrees to pay, on a non-reversionary basis, the Gross Settlement Amount as set forth here, in consideration for Plaintiff, the LWDA, and PAGA Group Members' promises, representations, and obligations set forth in this Agreement. The Parties agree there are no circumstances that would require Defendant to pay any amount greater than the Gross Settlement Amount in connection with this Agreement, except as provided in Section 9 below. In the event this Agreement is canceled, rescinded, terminated, voided or nullified, however that may occur as permitted herein, or the Settlement is barred by operation of law, invalidated, or ordered not to be carried out by a court of competent jurisdiction, Defendant shall have no obligation to pay any of the Gross Settlement Amount and

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the Parties will return to their original respective positions, unless otherwise agreed upon in writing. Further, in that event, nothing in this Agreement, the negotiations leading to this Settlement, nor any papers prepared in connection with this Agreement shall be admissible in any proceeding for any purpose whatsoever.

4.2. Payments from the Gross Settlement Amount. The Administrator will make the following payments from the Gross Settlement Amount, in the amounts specified by the Court in its order granting final approval of the Settlement.

(a) To PAGA Counsel. A PAGA Counsel Fees payment of not more than one-third (33.33%) of the Gross Settlement Amount, which is currently estimated to be Seventy-Nine Thousand Five Hundred Seventy-Five Dollars ($79,575.00) and a PAGA Counsel Expense payment of not more than Ten Thousand Dollars ($10,000.00). Defendant will not oppose requests for these payments provided that they do not exceed these amounts. Plaintiff and/or PAGA Counsel will file a motion for PAGA Counsel Fees and PAGA Counsel Expenses concurrently with the motion for court approval of the Settlement. Any amounts not approved by the Court shall be added to the Net Settlement Amount to be distributed to the LWDA and PAGA Group Members, and shall not be grounds to object to or terminate the Settlement. The Administrator will pay the PAGA Counsel Fees and PAGA Counsel Expenses using one or more IRS 1099 Forms. PAGA Counsel assumes full responsibility and liability for taxes owed on the PAGA Counsel Fees and/or PAGA Counsel Expenses and holds Defendant harmless, and indemnifies Defendant, from any dispute or controversy regarding any division or sharing of any of these payments.

(b) To Plaintiff: A Service Award payment of not more than Ten Thousand Dollars ($10,000.00) to Plaintiff. Defendant will not oppose a request for a Service Award provided that it does not exceed this amount. Plaintiff and/or PAGA Counsel will file a motion for a Service Award concurrently with the motion for court approval of the Settlement. Any amounts not approved by the Court shall be added to the Net Settlement Amount to be distributed to the LWDA and PAGA Group Members, and shall not be grounds to object to or terminate the Settlement. The Settlement Administrator shall issue an IRS Form 1099 to Plaintiff reflecting the Service Award. Plaintiff assumes full responsibility and liability for taxes owed on the Service Award and holds Defendant harmless, and indemnifies Defendant, from any dispute or controversy regarding any division or sharing of any of the Service Award.

(c) To the Administrator. An Administrator Expenses payment not to exceed Seven Thousand Four Hundred Fifty Dollars ($7,450.00) except for a showing of good cause and as approved by the Court. To the extent the Administrator Expenses is less or the Court approves payment less than $7,450.00, the Administrator will retain the remainder in the Net Settlement Amount for distribution to the LWDA and PAGA Group Members.

(d) To the LWDA and PAGA Group Members. PAGA Penalties in the amount of the Net Settlement Amount, with sixty-five percent (65%) (currently estimated to total $85,605.00)

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allocated to the LWDA, and thirty-five (35%) (currently estimated to total $46,095.00) allocated to PAGA Group Members.

(e) Calculation of Individual PAGA Payments. Using the PAGA Data, the Administrator will divide thirty-five (35%) of the Net Settlement Amount (currently estimated to total $46,095.00) by the total number of Pay Periods worked by all PAGA Group Members during the PAGA Period. To calculate the Individual PAGA Payment, that value will then be multiplied by the number of Pay Periods that each respective PAGA Group Member worked during the PAGA Period. PAGA Group Members assume full responsibility and liability for any taxes owed on their Individual PAGA Payment.

(f) Tax Treatment of Individual PAGA Payments. Individual PAGA Payments shall be allocated and treated as 100% penalties, with no deductions or withholdings, and shall be reported by the Administrator on IRS 1099 Forms. No payroll taxes shall be assessed against Defendant for the Individual PAGA Payments.

(g) Misc. The payment of Individual PAGA Payments shall not obligate Defendant to confer any additional benefits or make any additional payments to PAGA Group Members (such as 401(k) contributions or bonuses) beyond those specified in this Agreement.

## 5. MOTION FOR SETTLEMENT APPROVAL.

5.1. Preparation of Motion. Within forty-five (45) calendar days after execution of this Agreement, Plaintiff shall file with the Court a Motion for Order Granting PAGA Settlement Approval ("Motion") and supporting papers in the Action, which shall include this Settlement Agreement and which shall comply with all applicable rules for such Motion.

5.2. Submission to LWDA. Plaintiff shall submit this Agreement and a copy of the Motion to the LWDA, prior to or concurrently with the filing of the Motion in court.

5.3. Cooperation in Court Approval. The Parties and their counsel will cooperate with each other and use their best efforts to implement the Settlement and obtain court approval of the Settlement. If the Parties disagree on any aspect of the proposed Motion and/or the supporting declarations and documents, PAGA Counsel and Defense Counsel will work together on behalf of the Parties by meeting in person or by telephone, and in good faith, to resolve the disagreement. If the Court does not grant approval or conditions approval on any material change to this Agreement, PAGA Counsel and Defense Counsel will expeditiously work together on behalf of the Parties by meeting in person or by telephone, and in good faith, to modify the Agreement and otherwise satisfy the Court's concerns.

## 6. THE ADMINISTRATOR

6.1. Selection of Administrator. The Parties have jointly selected ILYM Group to serve as Administrator. The Parties and their Counsel represent that they have no interest or relationship,

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financial or otherwise, with the Administrator other than a professional relationship arising out of prior experiences administering settlements.

6.2. Qualified Settlement Fund. The Administrator shall establish and maintain (as necessary) a settlement fund that meets the requirements of a Qualified Settlement Fund ("QSF") under US Treasury Regulation section 468B-1.

6.3. Administrator Duties. The Administrator will be responsible for establishing a qualified settlement fund and issuing payments and appropriate tax forms to PAGA Group Members, the LWDA, Plaintiff, and PAGA Counsel, pursuant to this Settlement Agreement and as approved by the Court. Administrator Expenses shall include all costs of administering the settlement, including, but not limited to, all tax document preparation, custodial fees, and accounting fees incurred by the Administrator; all costs and fees associated with preparing, issuing and mailing any and all notices and other correspondence to PAGA Group Members; all costs and fees associated with communicating with PAGA Group Members, PAGA Counsel, and Defendant's Counsel; all costs and fees associated with computing, processing, reviewing, and paying payments to PAGA Group Members; costs and fees associated with preparing any tax returns and any other filings required by any governmental taxing authority or agency; costs and fees associated with preparing any declarations and/or reports relating to administration of the Settlement; and any other cost and fees incurred and/or charged by the Administrator in connection with the execution of its duties under this Agreement. Administrator Expenses shall be paid from the Settlement Fund and are currently estimated to be $7,450.00.

## 7. SETTLEMENT FUNDING & PAYMENTS FROM THE GROSS SETTLEMENT AMOUNT

7.1. PAGA Data. Within five (5) business days after the Effective Date, Defendant shall provide the Settlement Administrator with the PAGA Data for purposes of preparing and mailing Settlement Notices to PAGA Group Members. The PAGA Data shall not be shared with either Plaintiff or PAGA Counsel, unless expressly approved by Defendant and Defense Counsel. To protect PAGA Members' privacy rights, the Administrator must maintain the PAGA Data in confidence, using the PAGA Data only for purposes of this Settlement and for no other purpose.

7.2. Funding Timeline. Defendant shall pay the Gross Settlement Amount to the QSF established by the Administrator within thirty (30) court days after the Effective Date.

7.3. Deadline to Mail Checks. Within ten (10) business days after Defendant funds the Gross Settlement Amount, the Administrator will mail checks for all Individual PAGA Payments, the LWDA Fees, the Administrator Expenses payment, the PAGA Counsel Fees payment, the PAGA Counsel Expenses payment, and the Service Award payment.

7.4. Mailing of Individual PAGA Payments. The Administrator will issue each PAGA Group Member one check for his or her Individual PAGA Payment along with the Settlement Notice. Any checks returned as non-deliverable on or before the check cashing deadline will be

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sent promptly via regular First-Class U.S. Mail to the forwarding address affixed thereto. If no forwarding address is provided, the Administrator will promptly attempt to determine the correct address using a skip-trace, or other search using the name, address or Social Security number of the PAGA Group Member involved, and will then perform a single re-mailing.

7.5. No Right to Object or Exclude. PAGA Group Members are not permitted to object to or opt out of the Settlement.

7.6. Uncashed Checks. The checks reflecting payment of the Individual PAGA Payments will remain negotiable for 180 days. After the 180 day-period, the Administrator shall remit any unclaimed funds to the California Controller's Unclaimed Property Fund in the name of the Aggrieved Employee.

## 8. RELEASE OF CLAIMS.

8.1. PAGA Group Member Release. Upon Defendant's payment of the Gross Settlement Amount, Plaintiff, the PAGA Group Members, and the LWDA shall release the Released PAGA Claims against all Released Parties. The applicable time period for the Released PAGA Claims shall be the PAGA Period. For clarity, the Released PAGA Claims shall not include, and do not release, any PAGA Group Members' claims for wages or statutory penalties.

8.2. Plaintiff's Release. Upon Defendant's payment of the Gross Settlement Amount, in addition to the claims being released by all PAGA Group Members, Plaintiff will release and forever discharge the Released Parties, to the fullest extent permitted by law, of and from any and all claims, known and unknown, asserted and not asserted, which Plaintiff have or may have against the Released Parties as of the date of execution of this Settlement Agreement. To the extent the foregoing release is a release to which Section 1542 of the California Civil Code or similar provisions of other applicable law may apply, Plaintiff expressly waives any and all rights and benefits conferred upon him by the provisions of Section 1542 of the California Civil Code or similar provisions of applicable law which are as follows:

A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS THAT THE CREDITOR OR RELEASING PARTY DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE AND THAT, IF KNOWN BY HIM OR HER, WOULD HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR OR RELEASED PARTY.

## 9. ESCALATOR CLAUSE.

For the purpose of calculating the Gross Settlement Amount, Defendant has represented that that there are no more than 10,610 Pay Periods. If the total number of Pay Periods exceeds 10,610 by more than ten percent (10%), then the Gross Settlement Amount shall be adjusted on a *pro rata* basis equal to the percentage increase above 10%. For example, if the total number of Pay Periods increases by 11%, then the Gross Settlement Amount shall be increased by 1%. However,

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if the escalator clause is triggered, Defendant may alternatively choose to end the PAGA Period on the date that the increase would otherwise be triggered.

## 10. ADDITIONAL PROVISIONS

10.1. Duty to Cooperate. If the Court does not approve the Settlement or requires any material change to the Settlement (including, but not limited to, the scope of release), the Parties will expeditiously work together in good faith to address the Court's concerns by revising the Agreement as necessary to obtain approval. The Court's decision to award less than the amounts requested for PAGA Counsel Fees, PAGA Counsel Expenses, Service Award and/or Administrator Expenses shall not constitute a material modification to the Agreement within the meaning of this paragraph.

10.2. Continuing Jurisdiction of the Court. The Parties agree that, after entry of the approval order and Judgment, the Court will retain jurisdiction over the Parties, the Action, and the Settlement under C.C.P. section 664.6 solely for purposes of (i) enforcing this Agreement and/or Judgment, (ii) addressing settlement administration matters, and (iii) addressing such post-Judgment matters as are permitted by law. If any party brings an action to enforce this Agreement, the prevailing party shall be entitled to its/her/his reasonable attorneys' fees and costs, including expert witness fees.

10.3. Waiver of the Right to Appeal. Provided the Judgment is consistent with the terms and conditions of this Agreement, the Parties, their respective counsel, and PAGA Group Members, waive all rights to appeal from the Judgment, including all rights to post-judgment and appellate proceedings, the right to file motions to vacate judgment, motions for new trial, extraordinary writs, and appeals. The waiver of appeal does not include any waiver of the right to oppose such motions, writs or appeals. If an PAGA Group Member appeals the Judgment, the Parties' obligations to perform under this Agreement will be suspended until such time as the appeal is finally resolved and the Judgment becomes final, except as to matters that do not affect the amount of the Net Settlement Amount. In the event that the Court reduces or does not approve the requested PAGA Counsel Fees and/or PAGA Expenses Payment, PAGA Counsel reserves their right to appeal such order; however, Plaintiff and/or PAGA Counsel will not request or demand an increase to the Gross Settlement Amount on that basis.

10.4. Appellate Court Orders to Vacate, Reverse, or Materially Modify Judgment. If the reviewing (appellate) Court vacates, reverses, or modifies the Judgment in a manner that requires a material modification of this Agreement (including, but not limited to, the scope of release), this Agreement shall be null and void. The Parties shall nevertheless expeditiously work together in good faith to address the appellate court's concerns and to obtain approval and entry of Judgment, sharing, on an equal basis, any additional Administration Expenses reasonably incurred at the time of remittitur. An appellate decision to vacate, reverse, or modify the Court's award of the or any payments to PAGA Counsel shall not constitute a material modification of the Judgment within the meaning of this paragraph, as long as the Gross Settlement Amount remains unchanged.

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10.5. No Admission of Liability or PAGA Manageability for Other Purposes. This Agreement represents a compromise and settlement of highly disputed claims. Nothing in this Agreement is intended or should be construed as an admission by Defendant that any of the allegations in the Action or PAGA Notice have merit or that Defendant has any liability for any claims asserted; nor should it be intended or construed as an admission by Plaintiff that Defendant's defenses in the Action have merit. The Settlement, this Agreement and the Parties' willingness to settle the Action and PAGA Notice will have no bearing on, and will not be admissible in connection with, any litigation (except for proceedings to enforce or effectuate the Settlement and this Agreement).

10.6. No Publicity. Plaintiff and PAGA Counsel will not contact the media about the Settlement or respond to any inquiries by the media regarding the Settlement, other than to state that the matter was amicably settled, and the Court did not find Defendant liable. Plaintiff and his respective counsel also will not post any information about the Settlement on social media or their firms' websites. Nevertheless, nothing in this clause is intended to limit PAGA Counsel carrying out their duties as attorneys for the PAGA Group Members and the State of California, including without limitation, communicating the terms of this Settlement to PAGA Group Members, the LWDA and the State of California.

10.7. Integrated Agreement. Upon execution by all Parties and their counsel, this Agreement together with its attached exhibits shall constitute the entire agreement between the Parties relating to the Settlement, superseding any and all oral representations, warranties, covenants, or inducements made to or by any Party.

10.8. Attorney Authorization. The Parties separately warrant and represent that PAGA Counsel and Defense Counsel are authorized by Plaintiff and Defendant, respectively, to take all appropriate action required or permitted to be taken by such Parties pursuant to this Agreement to effectuate its terms, and to execute any other documents reasonably required to effectuate the terms of this Agreement including any amendments to this Agreement.

10.9. No Prior Assignments. The Parties separately represent and warrant that they have not directly or indirectly assigned, transferred, encumbered, or purported to assign, transfer, or encumber to any person or entity and portion of any liability, claim, demand, action, cause of action, or right released and discharged by the Party in this Settlement.

10.10. No Tax Advice. Neither Plaintiff, PAGA Counsel, Defendant nor Defense Counsel are providing any advice regarding taxes or taxability, nor shall anything in this Settlement be relied upon as such within the meaning of United States Treasury Department Circular 230 (31 CFR Part 10, as amended) or otherwise.

10.11. Modification of Agreement. This Agreement, and all parts of it, may be amended, modified, changed, or waived only by an express written instrument signed either by the Parties or their successors-in-interest or counsel for all Parties.

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10.12. Agreement Binding on Successors. This Agreement will be binding upon, and inure to the benefit of, the Parties and their respective heirs, trustees, executors, administrators, predecessors, successors, affiliates, agents, and assigns.

10.13. Applicable Law. All terms of this Settlement Agreement will be governed by and interpreted according to the laws of the State of California.

10.14. Cooperation in Drafting. The Parties have mutually cooperated in the negotiating, drafting and preparation of this Agreement. This Agreement will not be construed against any Party on the basis that the Party was the drafter or participated in the drafting.

10.15. Execution in Counterparts. This Agreement may be executed in one or more counterparts by facsimile, electronically (i.e. DocuSign), or email which for purposes of this Agreement shall be accepted as an original. All executed counterparts and each of them will be deemed to be one and the same instrument if counsel for the Parties will exchange between themselves signed counterparts. Any executed counterpart will be admissible in evidence to prove the existence and contents of this Agreement.

10.16. Fair Settlement. The Parties, PAGA Counsel and Defense Counsel believe and warrant that this Agreement reflects a fair, reasonable, and adequate settlement of the Action and PAGA Notice and have arrived at this Agreement through arms-length negotiations, taking into account all relevant factors, both current and potential.

AGREED TO BY PLAINTIFF AS TO FORM AND CONTENT:

Dated: 10/19/2026

Signed by:
Daniel Hwang
761614D2BB70426...
Plaintiff Daniel Hwang

Dated: _____

_____
Rich Thomas, Chief Operating Officer, on behalf of Defendant Pyramid Consulting, Inc.

APPROVED AS TO FORM ONLY BY COUNSEL:

Dated: 10/19/2026

**DIVERSITY LAW GROUP, APC**

_____
Larry W. Lee
Kristen Agnew

10.12. Agreement Binding on Successors. This Agreement will be binding upon, and inure to the benefit of, the Parties and their respective heirs, trustees, executors, administrators, predecessors, successors, affiliates, agents, and assigns.

10.13. Applicable Law. All terms of this Settlement Agreement will be governed by and interpreted according to the laws of the State of California.

10.14. Cooperation in Drafting. The Parties have mutually cooperated in the negotiating, drafting and preparation of this Agreement. This Agreement will not be construed against any Party on the basis that the Party was the drafter or participated in the drafting.

10.15. Execution in Counterparts. This Agreement may be executed in one or more counterparts by facsimile, electronically (i.e. DocuSign), or email which for purposes of this Agreement shall be accepted as an original. All executed counterparts and each of them will be deemed to be one and the same instrument if counsel for the Parties will exchange between themselves signed counterparts. Any executed counterpart will be admissible in evidence to prove the existence and contents of this Agreement.

10.16. Fair Settlement. The Parties, PAGA Counsel and Defense Counsel believe and warrant that this Agreement reflects a fair, reasonable, and adequate settlement of the Action and PAGA Notice and have arrived at this Agreement through arms-length negotiations, taking into account all relevant factors, both current and potential.

AGREED TO BY PLAINTIFF AS TO FORM AND CONTENT:

Dated:_____ _____
Plaintiff Daniel Hwang

Dated: 10/21/2026 _____
Rich Thomas, Chief Operating Officer, on behalf of
Defendant Pyramid Consulting, Inc.

APPROVED AS TO FORM ONLY BY COUNSEL:

Dated:_____ **DIVERSITY LAW GROUP, APC**

_____
Larry W. Lee
Kristen Agnew

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Attorneys for Plaintiff Daniel Hwang

Dated: 10/19/2026

**POLARIS LAW GROUP**

DocuSigned by:
William Marder
0CED7A9289884D2...

William L. Marder
Attorneys for Plaintiff Daniel Hwang

**FISHER PHILLIPS, LLP**

Dated: 10/19/2026

Lauren Roseman

Attorneys for Defendant Pyramid Consulting, Inc.

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**EXHIBIT A**

[PROPOSED NOTICE OF PAGA SETTLEMENT]

Re: *Daniel Hwang v. Pyramid Consulting, Inc.*
Contra Costa County Superior Court Case No. C-25-03575

Dear [Employee]:

Enclosed please find your settlement check in connection with the resolution of the matter entitled *Daniel Hwang v. Pyramid Consulting, Inc.*, pending in Contra Costa County Superior Court Case No. C-25-03575 (the "Action"). You are receiving this payment as an "PAGA Group Member" under the settlement approved by the Court. Please cash or deposit the check no later than [Check Cashing Deadline] or it will be voided.

This payment represents your share of the settlement proceeds allocated to PAGA Group Members. The settlement resolves any claims for civil penalties that you may have under Labor Code section 2698 *et. seq.* ("PAGA") against Pyramid Consulting, Inc. ("Company") relating to the Company's alleged failure to timely pay wages, as required by Labor Code sections 201.3 and 204. The settlement covers the period of October 14, 2024 through and including March 13, 2026.

You do not need to take any further action to receive this payment. Cashing or depositing the enclosed check will not affect your rights in any way other than to acknowledge receipt of your share of the settlement.

If you have any questions about this payment, you may contact the Settlement Administrator at: