DIVERSITY LAW GROUP, P.C.
Larry W. Lee (State Bar No. 228175)
lwlee@diversitylaw.com
Kristen M. Agnew (State Bar No. 247656)
kagnew@diversitylaw.com
515 South Figueroa Street, Suite 1250
Los Angeles, California 90071
Telephone: (213) 488-6555
Facsimile: (213) 488-6554

POLARIS LAW GROUP
William L. Marder (State Bar No. 170131)
bill@polarislawgroup.com
501 San Benito Street, Suite 200
Hollister, California 95023
Telephone: (831) 531-4214
Facsimile: (831) 634-0333

Attorneys for Plaintiff

SUPERIOR COURT OF THE STATE OF CALIFORNIA

FOR THE COUNTY OF CONTRA COSTA

DANIEL HWANG, as a private attorney general, Plaintiff, vs. PYRAMID CONSULTING, INC., a Georgia corporation; and DOES 1 through 50, inclusive, Defendants.	Case No. C25-03575 **[PROPOSED] ORDER GRANTING APPROVAL OF PAGA SETTLEMENT AND JUDGMENT** Date: Time: Dept.: Complaint Filed: December 4, 2025 Trial Date: None

On _____, 2026, at_____ a.m. in Department 16, Plaintiff Daniel Hwang's ("Plaintiff") unopposed motion for approval of the PAGA Settlement Agreement (the "Settlement Agreement," "Agreement," or "Settlement") came before the Court for hearing pursuant to the Private Attorneys General Act ("PAGA"), California Labor Code § 2698 *et seq*. The Settlement Agreement was entered into by and between Plaintiff and Defendant Pyramid Consulting, Inc. ("Defendant").

The Court, having considered the Motion, the Settlement Agreement, all supporting documents, the arguments of counsel, and the records and files in this action, and good cause appearing, hereby ORDERS that Plaintiff's Motion is GRANTED.

NOW THEREFORE, IT IS ORDERED, ADJUDGED, AND DECREED:

1. This Order hereby fully incorporates the Settlement Agreement. Unless otherwise provided herein, all capitalized terms used herein shall have the same meaning as defined in the Settlement Agreement. The Court has jurisdiction over the subject matter of this lawsuit and all matters relating thereto, and over all parties to the matter of *Daniel Hwang v. Pyramid Consulting, Inc*., Contra Costa County Superior Court Case No. C25-03575 (the "Action").

2. The Court hereby GRANTS Plaintiff's request for leave to file the proposed First Amended Representative Action Complaint (the "Operative Complaint"). The First Amended Complaint is deemed filed and served as of the date of entry of this Order and shall constitute the operative complaint in the Action. A copy of the First Amended Complaint is attached hereto as Exhibit 1.

3. PAGA Group Members are defined as all persons within the State of California who are or were employed by Defendant as hourly non-exempt employees during the PAGA Period. The PAGA Period is October 14, 2024 through and including March 13, 2026.

4. The Court has considered the nature of the claims, the amount paid in settlement, which is $238,725.00 ("Gross Settlement Amount"), the allocation of settlement proceeds among the PAGA Group Members, and the fact that a settlement represents a compromise of the Parties' respective positions rather than the result of a finding of liability at trial. The Court hereby finds that the Settlement is fair, reasonable, and adequate to those affected and is not unjust, arbitrary and oppressive, or confiscatory. The Court further finds that the Settlement was reached through serious, non-collusive,

arm's-length negotiations. The Court therefore approves the Settlement as set forth in the Settlement Agreement and directs the Parties to carry out the Settlement according to its terms.

5. The Court hereby finds that Plaintiff's notice of the Settlement Agreement submitted to the Labor and Workforce Development Agency ("LWDA") fully and adequately complied with the notice requirements of California Labor Code § 2699.

6. Upon Defendant's payment of the Gross Settlement Amount, Plaintiff, the LWDA, and the PAGA Group Members shall be deemed to have fully, finally, and forever released the Released PAGA Claims against the Released Parties. The Released PAGA Claims are 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. The Released PAGA Claims do not include any PAGA Group Member's individual claims for wages or statutory penalties. In addition, Plaintiff shall be bound by the general release of all known and unknown claims, including the waiver of California Civil Code § 1542, set forth in the Settlement Agreement.

7. The term "Released Parties" means Defendant and all of its current and former officers, directors, employees, and agents.

8. Neither the Settlement nor any of the terms set forth in the Settlement Agreement is an admission by Defendant, or any of the other Released Parties, of liability on any of the allegations in the Action. Nor is this Order a finding of the validity of any claims in the Action, or of any wrongdoing by Defendant or any of the other Released Parties. The Settlement Agreement represents a compromise and settlement of highly disputed claims. Defendant denies all liability in the Action.

9. Pursuant to the terms of the Settlement, the Court approves Larry W. Lee and Kristen M. Agnew of Diversity Law Group, P.C., and William L. Marder of Polaris Law Group as PAGA Counsel for settlement purposes.

10. Pursuant to the terms of the Settlement, the Court awards attorneys' fees to PAGA Counsel in the total amount of $79,575.00 ("PAGA Counsel Fees"), to be paid out of the Gross Settlement Amount, as final payment for and complete satisfaction of any and all attorneys' fees arising

out of the Action.

11. Pursuant to the terms of the Settlement, the Court awards litigation costs to PAGA Counsel in the amount of $5,774.54 ("PAGA Counsel Expenses"), to be paid out of the Gross Settlement Amount, as final payment for and complete satisfaction of any and all attorneys' costs arising out of the Action.

12. Pursuant to the terms of the Settlement, the Court awards a Service Award of $10,000.00 to Plaintiff Daniel Hwang, to be paid out of the Gross Settlement Amount, in recognition of his efforts and risks in assisting with the prosecution of the Action and in exchange for his general release.

13. The Court appoints ILYM Group, Inc. ("ILYM") to serve as the Administrator. Pursuant to the terms of the Settlement, the Court further awards ILYM $7,450.00 as compensation for its fees and costs in administering this Settlement ("Administrator Expenses"), to be paid out of the Gross Settlement Amount.

14. Pursuant to the terms of the Settlement Agreement, the Net Settlement Amount of $135,925.46 shall be allocated as follows: 65% ($88,351.55) will be paid to the LWDA, and the remaining 35% ($47,573.91) will be paid to the PAGA Group Members as Individual PAGA Payments, calculated pro rata based on the number of Pay Periods each PAGA Group Member worked during the PAGA Period, pursuant to the method set forth in the Settlement Agreement.

15. Defendant will not be required to pay any amounts in connection with the Settlement other than those specifically set forth in the Settlement Agreement and this Order, subject to the escalator provision in Section 9 of the Settlement Agreement.

16. The Court reserves exclusive and continuing jurisdiction over the Action for the purposes of supervising the implementation, enforcement, construction, administration, and interpretation of the Settlement Agreement and this Judgment, as permitted by law pursuant to California Code of Civil Procedure Section 664.6.

17. The Court hereby enters judgment in the Action, with prejudice, for the reasons set forth above and upon the terms set forth in the Settlement Agreement. This Order shall have full equitable and collateral estoppel and res judicata effect and be final and binding upon Plaintiff, the LWDA, and

the PAGA Group Members regarding the Released PAGA Claims.

18. This Judgment is intended to be a final disposition of the above-captioned Action in its entirety and is intended to be immediately appealable. Subject to the Court's continuing jurisdiction as set forth above, the Court directs the Clerk of the Court to enter Judgment.

19. A Final Accounting Hearing is set for _____at _____ a.m. in Department 16. The Administrator shall file a declaration no later than _____ days before the hearing confirming that the distribution of funds is complete, per the Settlement Agreement.

IT IS SO ORDERED.

Dated: _____, 2026

_____
Hon. Benjamin T. Reyes, II
Judge of the Superior Court

EXHIBIT 1

DIVERSITY LAW GROUP, P.C.
Larry W. Lee (State Bar No. 228175)
lwlee@diversitylaw.com
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515 South Figueroa Street, Suite 1250
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Attorneys for Plaintiff

SUPERIOR COURT OF THE STATE OF CALIFORNIA

FOR THE COUNTY OF CONTRA COSTA

DANIEL HWANG, as a private attorney general,

Plaintiff,

vs.

PYRAMID CONSULTING, INC., a Georgia corporation; and DOES 1 through 50, inclusive,

Defendants.

Case No. C25-03575

FIRST AMENDED REPRESENTATIVE ACTION COMPLAINT FOR VIOLATION OF LABOR CODE § 2698, *ET SEQ.*, THE PRIVATE ATTORNEYS GENERAL ACT

DEMAND OVER $35,000.00

Plaintiff Daniel Hwang ("Plaintiff") hereby submits this First Amended Representative Action Complaint ("Complaint") against Defendant Pyramid Consulting, Inc. ("Defendant") and Does 1-50 (hereinafter collectively referred to as "Defendants"), on behalf of himself and all other aggrieved employees of Defendants for penalties pursuant to the Private Attorneys General Act, Labor Code section 2698, *et seq*. ("PAGA"), for Defendants' violations of the California Labor Code, as follows:

INTRODUCTION

1. This representative action is within the Court's jurisdiction under California Labor Code sections 201.3, 204 and 2698, *et seq.*, and the California Industrial Welfare Commission's ("IWC") Wage Orders.

2. This Complaint challenges systemic illegal employment practices resulting in violations of the California Labor Code against employees of Defendants.

3. Plaintiff is informed and believes and based thereon alleges that Defendants jointly and severally have acted intentionally and with deliberate indifference and conscious disregard to the rights of all employees by failing to timely pay employees.

4. Plaintiff is informed and believes and based thereon alleges that Defendants have engaged in, among other things, a system of willful violations of the California Labor Code, and applicable IWC Wage Orders by creating and maintaining policies, practices, and customs that knowingly deny employees the above stated rights and benefits.

5. The policies, practices, and customs of Defendants described above and below have resulted in unjust enrichment of Defendants and an unfair business advantage over businesses that routinely adhere to the strictures of the California Labor Code.

JURISDICTION AND VENUE

6. The Court has jurisdiction over the violations of the California Labor Code sections 201.3, 204 and 2698, *et seq.*

7. Venue is proper in Contra Costa County because Plaintiff worked for Defendants in Contra Costa County.

PARTIES

8. Plaintiff was employed by Defendant as a Financial Analyst during the approximate period of March 15, 2025 to September 12, 2025.

9. Plaintiff is informed and believes and based thereon alleges that Defendant Pyramid Consulting, Inc. was and is a Georgia corporation doing business in the State of California.

10. Plaintiff is informed and believes and based thereon alleges that at all times herein mentioned Defendant and Does 1 through 50 are and were business entities, individuals, and partnerships, licensed to do business and actually doing business in the State of California. As such, and based upon all the facts and circumstances incident to Defendants' business in California, Defendants are subject to California Labor Code sections 201.3, 204 and 2698, *et seq.*, and IWC Wage Orders.

11. Plaintiff does not know the true names or capacities, whether individual, partner, or corporate, of the Defendants sued herein as Does 1 through 50, inclusive, and for that reason, said Defendants are sued under such fictitious names, and Plaintiff prays for leave to amend this complaint when the true names and capacities are known. Plaintiff is informed and believes and based thereon alleges that each of said fictitious Defendants was responsible in some way for the matters alleged herein and proximately caused Plaintiff and aggrieved employees to be subject to the illegal employment practices, wrongs, and injuries complained of herein.

12. At all times herein mentioned, each of said Defendants participated in the doing of the acts hereinafter alleged to have been done by the named Defendants; and furthermore, the Defendants, and each of them, were the agents, servants, and employees of each of the other Defendants, as well as the agents of all Defendants, and at all times herein mentioned, were acting within the course and scope of said agency and employment.

13. Plaintiff is informed and believes and based thereon alleges that at all times material hereto, each of the Defendants named herein was the agent, employee, alter ego, and/or joint venturer of, or working in concert with each of the other co-Defendants and was acting within the course and scope of such agency, employment, joint venture, or concerted activity. To the extent said acts, conduct, and omissions were perpetrated by certain Defendants, each of the remaining Defendants confirmed and ratified said acts, conduct, and omissions of the acting Defendants.

14. At all times herein mentioned, Defendants, and each of them, were members of, and engaged in, a joint venture, partnership, and common enterprise, and acting within the course and scope of, and in pursuance of, said joint venture, partnership, and common enterprise.

15. At all times herein mentioned, the acts and omissions of various Defendants, and each of them, concurred and contributed to the various acts and omissions of each and all of the other Defendants in proximately causing the injuries and damages as herein alleged. At all times herein mentioned, Defendants, and each of them, ratified each and every act or omission complained of herein. At all times herein mentioned, the Defendants, and each of them, aided and abetted the acts and omissions of each and all of the other Defendants in proximately causing the damages as herein alleged.

FIRST CAUSE OF ACTION

VIOLATION OF LABOR CODE § 2698, ET SEQ.

(BY PLAINTIFF AND AGGRIEVED EMPLOYEES AGAINST ALL DEFENDANTS)

16. Plaintiff re-alleges and incorporates by reference the preceding paragraphs as though fully set forth herein.

17. Plaintiff brings this cause of action as a proxy for the State of California and in this capacity, seeks penalties on behalf of all Aggrieved Employees in the State of California from October 14, 2024, through March 13, 2026, for Defendant's violations of Labor Code sections 201.3 and 204 arising from Defendant's policy and practice of failing to timely pay employees within seven days of the close of the applicable pay period.

18. As a matter of corporate policy and practice, Defendant paid Plaintiff and other aggrieved employees more than seven days after the end of the pay period. By way of example, for the pay period of July 21, 2025 through August 3, 2025, the wages earned during such pay period were not paid until August 13, 2025.

19. On October 14, 2025, Plaintiff sent a written notice to the Labor & Workforce Development Agency ("LWDA") of specific facts and theories for Defendant's violations Labor Code section 204. Plaintiff simultaneously sent written notices to Defendant via certified mail.

20. On October 8, 2026, sent a written notice to the LWDA of specific facts and theories for Defendant's violations Labor Code section 201.3. Plaintiff simultaneously sent written notices to Defendant via certified mail.

21. As of the date of the filing of this Complaint, the LWDA has not responded to Plaintiff's written notices nor indicated that it intends to investigate the Labor Code violations provided for in the written notices.

22. As such, pursuant to Labor Code section 2699(a), Plaintiff seeks recovery of any and all applicable civil penalties for Defendants' violations of Labor Code sections 201.3, 204 and 2698 *et seq*., for the time period described above, on behalf of himself and other Aggrieved Employees.

PRAYER FOR RELIEF

WHEREFORE, Plaintiff prays for judgment for himself and all similarly situated employees against Defendants, jointly and severally, as follows:

1. Upon the First Cause of Action, for the full amount of civil penalties available under the PAGA, and for costs and attorneys' fees;

2. On all causes of action, for attorneys' fees and costs as provided by California Labor Code sections 201.3, 204 and 2698, *et seq.*, and Code of Civil Procedure § 1021.5; and

3. For such other and further relief as the Court may deem just and proper.

DATED: October 29, 2026

DIVERSITY LAW GROUP, P.C.

By:_____
Larry W. Lee
Kristen M. Agnew
Attorneys for Plaintiff