BIBIYAN LAW GROUP, P.C.

1460 Westwood Blvd
Los Angeles, CA 90024
310.438.5555 T
310.300.1705 F
www.tomorrowlaw.com

March 6, 2026

PAGA NOTICE FILED ELECTRONICALLY

Re: *Notice Letter on Behalf of DOMINGO MENDEZ and Aggrieved Employees Under California Labor Code section 2699.3*

Via Certified Mail Return Receipt Requested:

Ermenegildo Zegna Corporation
10 E 53rd Street, 7th Floor
New York, NY 10022
(CMRR Tracking #9414809898643578761737)

To Whom It May Concern:

This letter shall constitute notice under Labor Code section 2699.3 (hereinafter "PAGA Notice"). The $75 filing fee for the PAGA Notice was paid online by credit card at the time this PAGA Notice was submitted online to the Department of Industrial Relations.

This PAGA Notice concerns DOMINGO MENDEZ's ("Employee") employment with Employee's former employer: Ermenegildo Zegna Corporation ("Employer"). Employee was a non-exempt hourly employee and worked for Employer as a tailor at, without limitation, 455 N. Rodeo Drive, Beverly Hills, CA 90210. Employee worked for Employer from approximately November of 2022 through approximately December of 2025. Employee's duties included, but were not limited to, meeting with clients and handling garment alterations.

Employee seeks to represent all Aggrieved Employees that worked for Employer during the PAGA Period. Specifically, in connection with any alleged claims for failure to comply with Labor Code sections 200, 201, 202, 203, 204, 210, 221, 223, 226, 226.3, 226.7, 227.3, 233, 234, 245, 246, 432, 432.5, 510, 512, 558, 1174, 1174.5, 1182.12, 1194, 1194.2, 1198, 1198.5, 1197, 1197.1, 2810.5, 2699, among others, Business and Professions Code sections 16600, 16700, as well as applicable Wage Orders, Employee seeks to represent all current and former employees of Employer's working during the PAGA Period. On all other claims mentioned herein, Employee seeks to represent only non-exempt current and former employees of Employer that worked during the PAGA Period. Collectively, these employees are referred to herein as "Aggrieved Employees." The "PAGA Period" covers the three years preceding the date this letter was submitted to the LWDA and continues past that date into perpetuity.

<u>Unpaid Minimum and Overtime Wages:</u>

Employee is informed and believes, and based thereon alleges, that Employer had and has a practice or policy of failing to compensate Employee and other Aggrieved Employees for all hours worked at the proper rates of pay. Employer knew, or should have known, that Employee and Aggrieved Employees were entitled to receive wages for all time worked, including regular, overtime, and double times wages, yet failed to pay Employee and Aggrieved Employees all wages owed for work that was required to be performed.

Employee is informed and believes, and based thereon alleges, that Employer maintains a practice or policy of failing to track all minutes actually worked by Employee and Aggrieved Employees by engaging, suffering, or permitting Aggrieved Employees to work off the clock. Specifically, Employer engaged, suffered, or permitted Aggrieved Employees to work off the clock, including, without limitation, by requiring Employee and other Aggrieved Employees to clock out for meal periods and continue working to assist clients. Moreover, upon information and belief, Employer detrimentally rounded, edited and/or manipulated time entries so the hours recorded were less than the hours actually worked. This is evident by the fact that most of Employee's listed work hours are round numbers, i.e. "40" or "80."

Given Employee personally suffered these violations of the minimum wage and overtime laws, Employee also seeks to represent Aggrieved Employees in connection with other violations of the minimum wage and overtime laws, including potential violations for misclassifying employees as exempt; failing to pay for all hours worked; incorrectly calculating the regular rate of pay; rounding, and editing and/or manipulating time entries; , if any of these should be found. As such, Employee is informed and believes, and based thereon alleges, that Employer violated, without limitation, Labor Code sections 223, 510, 1197, 1198, 1182.12, and applicable Wage Orders based on its continued failure to pay minimum and overtime wages for all hours worked. Thus, Employee and other Aggrieved Employees are entitled to actual and liquidated damages under, without limitation, Labor Code sections 1194, 1194.2, and 1198. Employee is further informed and believes, and based thereon alleges, that Employer's conduct was malicious, fraudulent, or oppressive. Thus, Employer is liable for civil penalties pursuant to Labor Code sections 210, 558, 1197.1, 1199 and 2699, or injunctive relief under sections 2699(e)(1) and 2699(k). Employee is further informed and believes, and based thereon alleges, that Employer's conduct was malicious, fraudulent, and/or oppressive, making Employer subject to heightened civil penalties pursuant to Labor Code section 2699(f)(2)(B)(ii).

<u>Non-Compliant Meal Periods:</u>

Employee is informed and believes, and based thereon alleges, that Employer had and has a policy or practice of compelling Employee and other Aggrieved Employees during the PAGA Period to work excess of five (5) and ten (10) hours per day, without being afforded uninterrupted, timely, and complete 30-minute meal periods or compensation in lieu thereof. By way of example, Employer regularly denied Employee and Aggrieved Employees lawful meal periods by, without limitation, interrupting meal periods to assist with clients. Given Employee personally suffered these violations of the meal period laws, Employee also seeks to represent Aggrieved Employees in connection with other violations of the meal period laws, including potential violations for unprovided meals, late meals, short meals, auto-deducted meals, meals for which Aggrieved Employees were not relieved of all duties, and meals for which Aggrieved Employees were not permitted to leave the premises, if any of these should be found.

Employee is informed and believes, and based thereon alleges, that Employer violated Labor Code sections 512, 1198 and applicable Wage Order(s) each day for each Aggrieved Employee during the PAGA Period, and therefore each Aggrieved Employee was owed one hour of premium pay at their regular rate of pay for each day worked during the PAGA Period under Labor Code section 226.7. However, Employee is informed and believes that those premium payments under Labor Code section 226.7 were not made for these non-compliant meal periods, either at all or at the proper regular rate of pay. Employer is thus liable for civil penalties pursuant to Labor Code sections 210, 558, 1199 and 2699 for both failing to authorize the taking of compliant meal periods and for failing to provide premium pay under Labor Code section 226.7, or injunctive relief under sections 2699(e)(1) and 2699(k). Employee is further informed and believes, and based thereon alleges, that Employer's conduct was malicious, fraudulent, and/or oppressive, making Employer subject to heightened civil penalties pursuant to Labor Code section 2699(f)(2)(B)(ii).

Non-Compliant Rest Periods:

Employee is informed and believes, and based thereon alleges, that Employer maintains policies or practices of compelling Employee and other Aggrieved to work over four-hour periods (or major fractions thereof) without authorizing and permitting Employee and other Aggrieved Employees to take uninterrupted, timely, and complete ten-minute rest periods in which the Aggrieved Employees are completely relieved of all of their duties, including, without limitation, by interrupting rest periods; by failing to provide rest periods all together; and not providing rest periods in a timely fashion. Given Employee personally suffered these violations of the rest period laws, Employee also seeks to represent Aggrieved Employees in connection with other violations of the rest period laws, including potential violations for rest periods where Aggrieved Employees are required to clock-out, rest periods for which Aggrieved Employees were not relieved of all duties, and rest periods for which Aggrieved Employees were not permitted to leave the premises, if any of these should be found. Employee is informed and believes, and based thereon alleges, that Employer violated the applicable Wage Order(s) each day for each Aggrieved Employee during the PAGA Period, and that, thus each Aggrieved Employee was owed one hour of premium pay at their regular rate of pay for each day worked during the PAGA Period under Labor Code section 226.7. Employee is informed and believes that those premium payments under Labor Code section 226.7 were not made for these non-compliant rest periods, either at all or at the proper regular rate of pay, in violation of Labor Code sections 226.7 and 1198. Employer would thus be liable for civil penalties pursuant to Labor Code sections 210, 558, 1199 and 2699 for both failing to authorize the taking of compliant rest periods and for failing to provide premium pay under Labor Code section 226.7, or injunctive relief under sections 2699(e)(1) and 2699(k). Employee is further informed and believes, and based thereon alleges, that Employer's conduct was malicious, fraudulent, and/or oppressive, making Employer subject to heightened civil penalties pursuant to Labor Code section 2699(f)(2)(B)(ii).

Inaccurate and Inadequate Recordkeeping Practices:

In addition to the above, Employee is informed and believes, and based thereon alleges, that Employer failed and continues to fail to keep adequate or accurate time records including wage statements and similar payroll documents under Labor Code section 226, documents signed to obtain or hold employment under Labor Code section 432, personnel records under Labor Code section 1198.5, time records under Labor Code section 1174, making it difficult for Employee and other aggrieved employees to calculate their unpaid wages and/or premium payments. Employer also failed to provide all documents requested by Employee on January 12, 2026, in violation of these Labor Code sections, including but not limited to time records in violation of Labor Code section 1174. Employee and the Aggrieved Employees personally suffered these violations, which in turn entitles Employee and other Aggrieved Employees to penalties prescribed by Labor Code sections 226 and 1198.5. Employer would also be liable for civil penalties pursuant to Labor Code sections 558, 1174.5, 1199, and 2699. Employee is further informed and believes, and based thereon alleges, that Employer's conduct was malicious, fraudulent, and/or oppressive, making Employer subject to heightened civil penalties pursuant to Labor Code section 2699(f)(2)(B)(ii).

Inaccurate Itemized Wage Statements:

Both independently and as a result of, among other things, Employer's herein-described policies or practices, Employer also intentionally failed and continues to fail to furnish Employee and Aggrieved Employees with itemized wage statements that accurately reflect: gross wages earned; total hours worked by the employee; net wages earned; all applicable hourly rates in effect during the pay period and the corresponding number of hours worked at each hourly rate by the employee. Consequently, Employee is informed and believes, and based thereon alleges, that Employer violated Labor Code sections 226 and 1198 each day for each Aggrieved Employee during the PAGA Period, and Employee and each Aggrieved Employee personally suffered these violations and was owed penalties under Labor Code section 226 for each pay period worked during the PAGA Period. However, Employee is informed and believes that those penalties under Labor Code section 226 were not paid for these violations of Labor Code sections 226. Employer would thus be liable for civil penalties pursuant to Labor Code sections 226.3, 558, 1199, and 2699, or injunctive relief under sections 2699(e)(1) and 2699(k). Employee is further informed and believes, and based thereon alleges, that Employer's conduct was malicious, fraudulent, and/or oppressive, making Employer subject to heightened civil penalties pursuant to Labor Code section 2699(f)(2)(B)(ii).

Failure to Timely Pay Employees at Time of Separation:

Employee is informed and believes, and based thereon alleges, that Employer, both independently and for the reasons stated above, also willfully and/or intentionally failed and refused, and continues to fail and refuse, to timely pay compensation to Employee and other terminated or resigned Aggrieved Employees, including but not limited to, all overtime wages owed, all minimum wages owed, and vacation pay (in violation of Labor Code section 227.3); and all premium pay owed. Consequently, Employee is informed and believes, and based thereon alleges, that Employer violated Labor Code sections 201, 202 203, and 1198 each pay period for each Aggrieved Employee during the PAGA Period, and that, thus Employee and each Aggrieved Employee personally suffered these violations and was owed penalties under Labor Code section 203 for each pay period worked during the PAGA Period. Employee is further informed and believes, and based thereon alleges, that Employer's conduct above gave rise to such violations and was malicious, fraudulent, or oppressive. Employer would also be liable for civil penalties pursuant to Labor Code sections 558, 1199 and 2699, or injunctive relief under sections 2699(e)(1) and 2699(j). Employer would further be liable for civil penalties pursuant to Labor Code section 2699(f)(2)(B)(ii). Employee is further informed and believes, and based thereon alleges, that Employer's conduct was malicious, fraudulent, and/or oppressive, making Employer subject to heightened civil penalties pursuant to Labor Code section 2699(f)(2)(B)(ii).

Failure to Provide Wage Theft Notices:

Employee is further informed and believes, and based thereon alleges that Employer failed and refused, and continues to fail and refuse, to comply with the notice requirements of Labor Code section 2810.5 (*i.e.*, the Wage Theft Protection Act of 2011) by, among other things, failing to provide Employee and other Aggrieved Employees with the rates of pay and overtime rates of pay applicable to their employment; any allowances claimed as part of the minimum wage; the regular payday designated by Employer; the name of the employer, including any "doing business as" names used by the employer; the physical address of the employer's main office and the telephone number of the employer; the name, address and telephone number of the workers' compensation insurance carrier; information regarding paid sick leave; and other pertinent information required to be disclosed by Employer under Labor Code section 2810.5. Employee is informed and believes that Employer's failure to provide such information, including rates of pay that are in effect, has permitted Employer to pay employees at rates of pay that were not agreed upon and violate minimum wage and overtime wage laws in California. Employee is informed and believes that Employer violated Labor Code sections 1198 and 2810.5. Among other relief, Aggrieved Employees may collect from Employer in connection with these violations' civil penalties pursuant to Labor Code sections 558, 1199 and 2699, or injunctive relief under sections 2699(e)(1) and 2699(k). Employee is further informed and believes, and based thereon alleges, that Employer's conduct was malicious, fraudulent, and/or oppressive making Employer subject to heightened civil penalties pursuant to Labor Code section 2699(f)(2)(B)(ii).

Failure to Comply with Sick Pay Laws:

Employee is further informed and believes, and based thereon alleges, that Employer has or had a policy or practice of failing to provide Employee and other Aggrieved Employees with all rights afforded to them under the Healthy Workplace Heathy Families Act of 2014, codified at Labor Code section 245, *et seq.,* including, without limitation, the amount of paid sick leave required to be provided pursuant to California and local laws. Employee is further informed and believes that Employer also did not permit its use upon request by Employee and other Aggrieved Employees as contemplated under California and local laws, including, without limitation, under Labor Code section 233, that permits its use to attend to an illness of a child, parent, spouse, or domestic partner without retaliation. Employee is additionally informed and believes that the notice requirement of Labor Code section 221, 223, 233, 234, 245 and 246 involves a mandatory payroll or workplace injury reporting. Employee is thus informed and believes that Employer violated these Labor Code sections, as well as Labor Code section 1198. Employee and other Aggrieved Employees have personally suffered violations under these sections and Employer would be liable for civil penalties for violation of the paid sick leave regulations under Labor Code sections 1198 and 2699. Employee is further informed and believes, and based thereon alleges, that Employer's conduct was malicious, fraudulent, and/or oppressive, making Employer subject to heightened civil penalties pursuant to Labor Code section 2699(f)(2)(B)(ii).

Failure to Timely Pay All Wages Owed:

Employee is informed and believes, and based thereon alleges, that Employer had and has a policy or practice of failing to pay Employee and Aggrieved Employees their wages in accordance with Labor Code Section 204, which requires that: "[l]abor performed between the 1st and 15th days, inclusive, of any calendar month shall be paid for between the 16th and 26th day of the month during which the labor was performed, and labor performed between the 16th and the last day, inclusive of any calendar month, shall be paid for between the 1st and 10th day of the following month." Employee is informed and believes and based thereon alleges that Employer did not and does not pay Employee and other Aggrieved Employees every day and every workweek in accordance with Labor Code sections 204 and 1198 due to, among other things, the violations set forth above, the derivative nature of which is an implicit consequence of the rationale in *Camp v. Home Depot USA, Inc.* (2022) 84 Cal.App.5th 638. As such, Employee is informed and believes, and based thereon alleges, that Employer violated Labor Code section 204 and Employee and other Aggrieved Employees have personally suffered these violations. Thus, Employer would be liable for civil penalties pursuant to Labor Code sections 210, 558, 1199 and 2699, or injunctive relief under sections 2699(e)(1) and 2699(k). Employee is further informed and believes, and based thereon alleges, that Employer's conduct was malicious, fraudulent, and/or oppressive, making Employer subject to heightened civil penalties pursuant to Labor Code section 2699(f)(2)(B)(ii).

Unlawful Non-Compete and Non-Solicitation Clauses:

Employee is informed and believes, and based thereon alleges, that Employer had and has a policy or practice of preventing Employee and other Aggrieved Employees from using or disclosing the skills, knowledge and experience they obtained at Employer for purposes of competing with Employer, including, without limitation, preventing Employee and Aggrieved Employees from disclosing "confidential" information and obtaining employment by one of Employer's named rival employers for three (3) months after resignation or termination of employment with Employer, and prohibiting former Employees from soliciting employees for 12 months after resignation or termination of employment with Employer.

Employer's Non-Competition provision is provided below:

Non-Competition

You covenant and agree that so long as you are employed by Ermenegildo Zegna Corp. and for a period of three (3) months after you resign or your employment is terminated by the Company, whether voluntarily or involuntarily, you shall not, directly or indirectly, own, consult with, operate, control, manage, be employed by or be otherwise associated with Brunello Cucinelli and Loro Piana in the United States in any capacity using or involving Zegna's goodwill and confidential information, including their parent companies, subsidies, affiliates, successors and assigns, and any entities owned, managed or controlled by any of them. This restriction shall not apply to LVMH Group brands other than Loro Piana that are not competitive with Ermenegildo Zegna Corp. brands in the high-end, luxury men's fashion segment as determined by the Company in its discretion.

Employer's Non-Solicitation provision is provided below:

Non-Solicitation

For a period of twelve (12) months from and after your resignation from the Company, you agree that you will not induce or assist in the inducement of any employee of the Company to leave their employment.

As such, Employee is informed and believes that this violates Business and Professions Code sections 16600 and 16700, and, by virtue thereof, various provisions of the Labor Code, including Labor Code sections 232, 232.5, 1197.5(k), and 1198, and Employee and other Aggrieved Employees have personally suffered these violations. Employer would be liable for civil penalties pursuant to Labor Code sections 1199 and 2699, or injunctive relief under sections 2699(e)(1) and 2699(k). Employee is further informed and believes, and based thereon alleges, that Employer's conduct was malicious, fraudulent, and/or oppressive, making Employer subject to heightened civil penalties pursuant to Labor Code section 2699(f)(2)(B)(ii).

Restriction of Lawful Conduct:

Employee is informed and believes, and based thereon alleges that Employer had and has a policy or practice of preventing Employee and other Aggrieved Employees from engaging in lawful conduct during non-work hours, thus violating state statutes entitling employees to disclose wages, working conditions, and illegal conduct, including, without limitation, Labor Code sections 96(k), 98.6, 232, 232.5, 1197.5(k), and 1198. A "No Disclosure of Confidential Information" provision was included in Employee's offer letter dated October 20, 2022.

No Disclosure of Confidential Information

You acknowledge that you may become privy to Confidential Information of Ermenegildo Zegna Corp. at any time, and that any unauthorized use or communication of such Confidential Information to or for the benefit of third parties could damage the business of the Company. You agree to hold secret and inviolate all such Confidential Information and not to divulge, furnish or make accessible to anyone (other than in the regular course of business of Ermenegildo Zegna Corp. any Confidential Information. "Confidential Information" includes information not ordinarily known by non-company personnel and includes, but is not limited to, such information as designs, patterns, customer lists, supplier lists, lists of licensees, manufacturing processes, personnel information, computer data and/or programs, trade secrets, pricing policies and records, inventory records and such other information of Ermenegildo Zegna Corp., normally understood to be confidential (whether or not designated as such) or any other information designated as such by Ermenegildo Zegna Corp.

Employee is informed and believes that this lawful conduct includes, without limitation, the exercise of Employee and other Aggrieved Employee's constitutional rights of freedom of speech and economic liberty. Employee and other Aggrieved Employees personally suffered these violations, and Employer is liable for civil penalties pursuant to Labor Code sections 1199 and 2699, or injunctive relief under sections 2699(e)(1) and 2699(k). Employee is further informed and believes, and based thereon alleges, that Employer's conduct was malicious, fraudulent, and/or oppressive, making Employer subject to heightened civil penalties pursuant to Labor Code section 2699(f)(2)(B)(ii).

Unlawful Terms and Conditions:

Employee is informed and believes, and based thereon alleges, that Employer, including its agents, managers, superintendents, and/or officers, required Employee and/or Aggrieved Employees to agree, in writing, to terms and conditions known by Employer (and its agents, managers, superintendents and/or officers) to be prohibited by law, including, without limitation, non-compete agreements, non-disclosure agreements, and non-solicitation agreements, and other written documents presented for signature and/or assent to Employee and/or Aggrieved Employees by Employer.

No Disclosure of Confidential Information

You acknowledge that you may become privy to Confidential Information of Ermenegildo Zegna Corp. at any time, and that any unauthorized use or communication of such Confidential Information to or for the benefit of third parties could damage the business of the Company. You agree to hold secret and inviolate all such Confidential Information and not to divulge, furnish or make accessible to anyone (other than in the regular course of business of Ermenegildo Zegna Corp. any Confidential Information. "Confidential Information" includes information not ordinarily known by non-company personnel and includes, but is not limited to, such information as designs, patterns, customer lists, supplier lists, lists of licensees, manufacturing processes, personnel information, computer data and/or programs, trade secrets, pricing policies and records, inventory records and such other information of Ermenegildo Zegna Corp., normally understood to be confidential (whether or not designated as such) or any other information designated as such by Ermenegildo Zegna Corp.

Non-Competition

You covenant and agree that so long as you are employed by Ermenegildo Zegna Corp. and for a period of three (3) months after you resign or your employment is terminated by the Company, whether voluntarily or involuntarily, you shall not, directly or indirectly, own, consult with, operate, control, manage, be employed by or be otherwise associated with Brunello Cucinelli and Loro Piana in the United States in any capacity using or involving Zegna's goodwill and confidential information, including their parent companies, subsidies, affiliates, successors and assigns, and any entities owned, managed or controlled by any of them. This restriction shall not apply to LVMH Group brands other than Loro Piana that are not competitive with Ermenegildo Zegna Corp. brands in the high-end, luxury men's fashion segment as determined by the Company in its discretion.

Non-Solicitation

For a period of twelve (12) months from and after your resignation from the Company, you agree that you will not induce or assist in the inducement of any employee of the Company to leave their employment.

As a result, Employee is informed and believes that Employer violated Labor Code sections 432.5 and 1198. Thus, Employer would be liable for civil penalties pursuant to Labor Code sections 432.5, 1199, and 2699, or injunctive relief under sections 2699(e)(1) and 2699(k). Employee is further informed and believes, and based thereon alleges, that Employer's conduct was malicious, fraudulent, and/or oppressive, making Employer subject to heightened civil penalties pursuant to Labor Code section 2699(f)(2)(B)(ii).

To the extent Employer previously used the notice and cure provision of Labor Code section 2699.3 within the last twelve months, under section 2699.3(d), Employer is not eligible to cure the violations discussed herein under section 2699.3 or otherwise use the early evaluation conference process pursuant to section 2699.3(f).

In the event that Employer is determined to have satisfied sections 2699(g), 2699(h), or otherwise 2699(d)(1), Employer is also, in the alternative, liable for civil penalties pursuant to Labor Code sections 2699(j), 2699(e)(2), and 2699(f)(2).

In the event that Employer is determined to have, prior to this notice or a request for records pursuant to Labor Code section 226, 432, or 1198.5, from Employee or his/her counsel, adequately taken all reasonable steps to be in compliance with all provisions identified in this notice, Employer is still liable for civil penalties pursuant to section 2699(g)(1)-(3).

In the event that Employer is deemed to have adequately taken all reasonable steps to be in compliance with all provisions identified in this notice within 60 days of receiving this notice, Employer is still liable for civil penalties pursuant to Labor Code section 2699(h)(1)-(3).

If the LWDA or a court issued a finding or determination to the Employer within five (5) years of any of violations described above, that Employer's policy or practice giving rise to such violations was unlawful, Employer would be liable for civil penalties pursuant to Labor Code section 2699(f)(2)(B)(i), 2699(g)(3) and 2699(h)(3), and is **not** eligible for reduced penalties under either Labor Code sections 2699(g) or 2699(h) for remedying violations either prior to or after the serving of this notice. Regardless, as set forth above, Employee alleges Employer's conduct giving rise to the violations as detailed herein was and is malicious, fraudulent, and/or oppressive. Thus, Employer is additionally subject to increased penalties under Labor Code section 2699(f)(2)(B)(ii) and, per Labor Code sections 2699(g)(3) and 2699(h)(3), is **not** eligible for reduced penalties for remedying violations either prior to or after the Employer's receipt of this notice.

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Pursuant to Labor Code section 2699.3, subdivisions (a)(2)(A), (c)(1)(D)-(E), and/or (c)(2)(A)-(B), please advise within sixty-five (65) calendar days of the postmarked date of this notice whether the LWDA intends to investigate the violations alleged above. Our office understands that if we do not receive a response within sixty-five (65) calendar days of the postmark date of this PAGA Notice that the LWDA intends to investigate these allegations, Employee may immediately thereafter file a civil complaint against Employer to allege causes of action for civil penalties or for injunctive relief under the Private Attorney General Act for the herein-described alleged violations of the Labor Code.

Very truly yours,

BIBIYAN LAW GROUP, P.C.

/s/ Sarah H. Cohen

Sarah H. Cohen