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SUBMITTED ONLINE

March 3, 2026

California Labor & Workforce Development Agency

Re: *Olaguez v. Day One Perspective, LLC.* – PAGA Notice

To whom it may concern:

Pursuant to the applicable provisions of the California Labor Code Private Attorneys General Act, Jesse Olaguez ("Plaintiff") hereby alleges with respect to his employment with Day One Perspective, LLC, Joshua Rosenberg and Does 1 to 10 (collectively "Defendants"), that Defendants violated provisions of the California Labor Code (hereinafter the "Code") and applicable Industrial Welfare Commission Wage Order 12 ("Applicable Wage Order").

Defendant Day One Perspective, LLC ("DOPLLC") is a New York Limited Liability Company, which at all times relevant herein, conducted business within the County of Los Angeles of the State of California. Defendant Joshua Rosenberg is an officer, shareholder and/or responsible person for DOPLLC. Plaintiff is currently ignorant of the true names and capacities, whether individual, corporate, associate, or otherwise, of the defendants named herein under fictitious names and therefore gives notice of the existence of such other defendants by such fictitious names. Plaintiff will seek leave to amend this PAGA Notice to allege the true names and capacities of said fictitiously named defendants when their true names and capacities have been ascertained. Plaintiff is informed, believes and thereon alleges that each of the fictitiously named defendants is legally responsible in some manner for the events and occurrences alleged herein, and for the damages suffered by Plaintiff and other employees.

On or about April 7, 2025, Defendants hired cast and crew members on a motion picture entitled "Converse + Love Amelia" (the "Production"). Many other such productions were produced in California. Plaintiff and other crew members worked on the Production but were paid late. Plaintiff wishes to bring a representative action on behalf of himself and the State of California as well as on behalf of a group of Aggrieved Employees defined as: Plaintiff and/or other persons who performed services as nonexempt workers on the Production or other such projects produced in California by DOPLLC during the period from one year prior to the filing of the PAGA Notice until this case is resolved ("Aggrieved Employees").

- All persons who are employed or have been employed by DOPLLC, in the State of California who worked one or more pay periods as an hourly employee since one (1) year prior to the date of this letter and continuing to the present. ("Aggrieved Employees").
- All persons hired by DOPLLC, as a contract employee pursuant to Code § 2810.3 and staffed or employed by <<Defendant>>, with a client employer who maintains a workforce of greater than twenty-five (25) workers and maintains more than five (5) workers supplied by a labor contractor in the State of California since one (1) year prior to the date of this letter and continuing to the present. ("Aggrieved Employees")
- All employees who were employed by DOPLLC, in the State of California who were terminated or "laid off" from employment, as defined by CAL-WARN, Code § 1400-1408, on or within thirty (30) days of April 23, 2019. ("aggrieved employees").

California law provides that:

> [i]f an employee of a temporary services employer is assigned to work for a client, that employee's wages are due and payable no less frequently than weekly, regardless of when the assignment ends, and wages for work performed during any calendar week shall be due and payable not later than the regular payday of the following calendar week. A temporary services employer shall be deemed to have timely paid wages upon completion of an assignment if wages are paid in compliance with this subdivision.

(Cal. Lab. Code § 201.3(b)(1)(A)).

> [i]f an employee of a temporary services employer in the security services industry is a security guard who is registered pursuant to Chapter 11.5 (commencing with Section 7580) of Division 3 of the Business and Professions Code, is employed by a private patrol operator licensed pursuant to that chapter, and is assigned to work for a client, that employee's wages are due and payable no less frequently than weekly, regardless of when the assignment ends, and wages for work performed during any workweek, as defined under Section 500, shall be due and payable not later than the regular payday of the following workweek.

(Cal. Lab. Code § 201.3(b)(1)(B)) (emphasis added).

Defendant DOPLLC is a temporary service employer within the meaning of Labor Code § 201.3, and Defendant does not fall within any of the exceptions for the payment of wages to its employees. Defendant employs/employed Plaintiff and other aggrieved employees who are security guards, many of whom are licensed pursuant to Chapter 11.5 (commencing with Section 7580) of Division 3 of the Business and Professions Code.

On a regular and consistent basis, for all aggrieved employees employed by Defendant, Defendant has failed to comply with Labor Code section 201.3. Plaintiff and the other aggrieved employees are/were paid more frequently than weekly. Thus, Plaintiff is an aggrieved employee within the meaning of PAGA and Defendant has violated Labor Code §201.3(b)(1)(A) and Labor Code § 201.3(b)(1)(B) with respect to Plaintiff and all Aggrieved Employees.

On a regular and consistent basis, for all Aggrieved Employees employed by Defendants, Defendants have failed to comply with Labor Code section 201.3.

Labor Code § 2810.3 requires a client employer to share with a labor contractor all civil legal responsibility and civil liability for all workers supplied by that labor contractor for, among other things, the payment of wages and failure to secure valid workers' compensation coverage. A "labor contractor" is defined as an "individual or entity that supplies, either with or without a contract, a client employer with workers to perform labor within the client employer's usual course of business." A "client employer" is defined as "a business entity, regardless of its form, that obtains or is provided workers to perform labor within its usual course of business from a labor contractor."

DOPLLC was a joint employer of Plaintiff. Upon information and belief, employees and/or representatives of Converse were present either in person or virtually and coordinated the work of Plaintiff, directing Plaintiff's work, providing feedback and making final decisions. Upon information and belief, DOPLLC gave specific instructions on the manner in which work was to be completed and reviewed and approved such work. It had creative and operational authority and reviewed and approved various aspects of the Production including locations (where the shoot would take place), casting (who would be chosen to be in the video), wardrobe (what the cast would wear) and "look." It requested changes that required more or different work than was anticipated and budgeted, resulting in more or changed hours worked by Plaintiff and Aggrieved Employees. Upon information and belief, various options were presented to the employees and/or representatives of DOPLLC and who gave the approval for final execution.

Plaintiff and other Aggrieved Employees worked many hours on the Production and other projects but were not timely paid for their work, or paid certain sums at all. Plaintiff contends that the Labor Code sections listed below and the Applicable Wage Order enables Plaintiff to recover civil penalties under PAGA, as well as attorneys' fees and costs from Defendants through a civil action on behalf of all Aggrieved Employees.

Plaintiff will seek to recover the PAGA penalties through a representative action permitted by PAGA and the California Supreme Court in Arias v. Superior Court, 46 Cal. 4th 969 (2009) and Huff v. Securitas Sec'y Servs. USA, Inc., 23 Cal. App. 5th 745, 756 (2018). Plaintiff will seek civil penalties pursuant to PAGA for violations of the following Labor Code provisions:

1. **Failure to provide payroll records in violation of Code § 226(b).**

Employers must afford current and former employees the right to inspect or copy the records pertaining to that current or former employee, upon reasonable request to the employer. Plaintiff has not been provided with an opportunity to inspect or copy all payroll records within 21 days of request. Upon information and belief, other Aggrieved Employees have requested their payroll records but have not been given access to them pursuant to section 226(b). Code § 2699(f)(2) imposes a civil penalty of $100 per pay period per Aggrieved Employee for initial violations, and $200 per pay period per Aggrieved Employee for subsequent violations for all Code provisions for which a civil penalty is not specifically provided.

2. **Failure to personnel records in violation of Code § 1198.5.**

Employers must afford current and former employees the right to inspect or copy the personnel records pertaining to that current or former employee, upon reasonable request to the employer. Aggrieved Employees have requested but have not been provided with an opportunity to inspect or copy all personnel records within 30 days of request. Upon information and belief, other Aggrieved Employees have requested their personnel records but have not been given access to them pursuant to section 1198.5. Code § 2699(f)(2) imposes a civil penalty of $100 per pay period per Aggrieved Employee for initial violations, and $200 per pay period per Aggrieved Employee for subsequent violations for all Code provisions for which a civil penalty is not specifically provided.

3. **Failure to provide records in violation of Code § 432.**

Employers are required to give a copy of any instrument relating to the obtaining or holding of employment, if signed by an employee, upon request. Aggrieved Employees have requested but have not received all of them. Upon information and belief, other Aggrieved Employees have requested their signed documents but have not been provided a copy. Code § 2699(f)(2) imposes a civil penalty of $100 per pay period per Aggrieved Employee for initial violations, and $200 per pay period per Aggrieved Employee for subsequent violations for all Code provisions for which a civil penalty is not specifically provided.

4. **Failure to timely pay wages during employment in violation of Code §§ 204 and 210.**

Aggrieved Employees were not compensated during their employment by the times prescribed by section 204 due to the failure to allocate sufficient resources to the payroll function. The failure of Defendants to make timely payments within the time provided for has been and is "willful" within the meaning of such word as used in Section 210 of the Code.

Defendants failed to pay Plaintiffs and Aggrieved Employees all wages for a weekly payroll period within 7 calendar days following the close of the payroll period in violation of Code §§ 204(d) and 210. Plaintiffs and Aggrieved Employees were paid after the 7th day following the close of the payroll period in violation of these statutes.

5. **Failure to pay wages and/or final wages in violation of Code §§ 201.3, 201.5 and 203.**

With respect to violations of Code § 203, the failure of Defendants to make final payments within the time provided for has been and is "willful" within the meaning of such word as used in Section 203 of the Code. Code section 203 provides that if "an employer willfully fails to pay…any wages of an employee who is discharged or who quits, the wages of the employee shall continue as a penalty from the due date thereof at the same rate until paid or until an action therefor is commenced; but the wages shall not continue for more than 30 days."

Accordingly, each Aggrieved Employee who was not timely paid his or her final wages is entitled to civil penalties. Code § 2699(f)(2) imposes a civil penalty of $100 per pay period per Aggrieved Employee for initial violations, and $200 per pay period per Aggrieved Employee for subsequent violations for all Code provisions for which a civil penalty is not specifically provided.

6. **Failure to provide itemized wage statements in violation of Code § 226(a).**

Aggrieved Employees have not been provided a wage statement as required by Code section 226(a). The foregoing was the intentional misconduct of Defendants that was intended to mislead and injure Aggrieved Employees insofar as they were subjected to confusion and deprived of information to which they were legally entitled:

a. Many Aggrieved Employees did not receive a wage statement all.

b. The wages statements failed to include, among other required information, the "total hours worked by the employee" as it only shows the total hours eventually paid.

Section 226(e) provides that any employee who suffers injury as a result of a knowing and intentional failure by the employer to comply with its obligation to provide wage statements containing all of the information referenced above is entitled to recover. Section 226.3 provides for a civil penalty of $250 per employee per violation in an initial violation and $1,000 per employee for each violation in a subsequent violation, for which the employer fails to provide the employee a wage deduction statement or fails to keep the records required in subdivision (a) of Section 226.

7. **Failure to provide sick leave information under Code §§ 245.5 and 246.**

Code sections 245.5 and 246(i) provide that "[a]n employer shall provide an employee with written notice that sets forth the amount of paid sick leave available, or paid time off leave an employer provides in lieu of sick leave, for use on either the employee's itemized wage statement described in Section 226 or in a separate writing provided on the designated pay date with the employee's payment of wages." Here, Defendants have systematically and intentionally failed to set forth the amount of sick leave available, or paid time off leave an employer provides in lieu of sick leave, on the itemized wage statements described in Section 226 that it issues to Plaintiff and all Aggrieved Employees.

Code § 248.5(e) provides "equitable relief on behalf of the aggrieved as may be appropriate to remedy the violation, including reinstatement, backpay, the payment of sick days unlawfully withheld, . . . any person or entity enforcing this article on behalf of the public as provided for under applicable state law shall, upon prevailing, be entitled only to equitable, injunctive, or restitutionary relief, and reasonable attorney's fees and costs."

8. **Failure to furnish information under Code § 2810.5.**

Aggrieved Employees were entitled to certain information in writing at the time of hiring including, among other items, the following:

a) The rate or rates of pay and basis thereof, whether paid by the hour, shift, day, week, salary, piece, commission, or otherwise, including any rates for overtime, as applicable.
b) The regular payday designated by the employer in accordance with the requirements of this code.
c) The name of the employer, including any "doing business as" names used by the employer.
d) The physical address of the employer's main office or principal place of business, and a mailing address, if different.
e) The telephone number of the employer.
f) The name, address, and telephone number of the employer's workers' compensation insurance carrier.
g) That an employee: may accrue and use sick leave; has a right to request and use accrued paid sick leave; may not be terminated or retaliated against for using or requesting the use of accrued paid sick leave; and has the right to file a complaint against an employer who retaliates.

All Aggrieved Employees were not provided with all of the required information under Section 2810.5. Code section 2699(f)(2) imposes a civil penalty of $100 per pay period per Aggrieved Employee for initial violations, and $200 per pay period per Aggrieved Employee for subsequent violations for all Labor Code provisions for which a civil penalty is not specifically provided.

9. **Failure to provide proper meal periods under Code § 226.7 and Wage Order § 11.**

Aggrieved Employees were not provided with timely meal periods in violation of Code section 226.7 and Applicable Wage Order section 11. For example, Plaintiff Olaguez worked over 10 hours in a day but was not provided with compliant meal breaks and was not otherwise compensated. Aggrieved Employees were not permitted to leave the set of the Production for meal periods, and were required to keep their walkie talkies and/or cell phones on so that they could be reached at all times. They were required to respond regardless of whether they were on a meal or rest break.

Code §§ 226.7, 512 and Section 12 of the Applicable Wage Order require an employer to pay an additional hour of compensation for each meal period the employer fails to provide. Section 12 requires that "No employer shall employ any person for a work period of more than six (6) hours without a meal period of not less than thirty (30) minutes, nor more than one (1) hour. Subsequent meal period for all employees shall be called not later than six (6) hours after the termination of the preceding meal period." Defendants failed to maintain a policy informing all Aggrieved Employees of these rights.

Here, Defendants failed to apprise all Aggrieved Employees of their rights associated with meal periods and failed to provide timely meal periods. Defendants have had a consistent policy of: (1) requiring all Aggrieved Employees to take late meal breaks that occurred after the first 5 hours of each shift; (2) required Aggrieved Employees to work shifts over 10 hours without providing a second meal period of 30 minutes in length; and (3) failed to pay such employees 1 hour of pay at the employees regular rate of compensation for each workday in which a proper meal break was not provided.

Code section 2699(f)(2) imposes a civil penalty of $100 per pay period per Aggrieved Employee for initial violations, and $200 per pay period per Aggrieved Employee for subsequent violations for all Labor Code provisions for which a civil penalty is not specifically provided.

10. **Failure to provide proper rest periods under Code § 226.7 and Wage Order § 12.**

All Aggrieved Employees were not provided with timely rest periods in violation of Code section 226.7 and Applicable Wage Order section 12. Aggrieved Employees were not permitted to leave the set of the Production for any purported rest periods. They were required to be available via radio or cell phone at all times. Plaintiff was neither informed of nor otherwise provided with compliant rest breaks. Defendants failed to provide all Aggrieved Employees with rest breaks of not less than 10 minutes per 4-hour work period, or major fraction thereof. On a regular and consistent basis, Defendants failed to provide all Aggrieved Employees with a third rest period despite regularly requiring Aggrieved Employees to work over 10 hours. As such, Defendants failed to provide all Aggrieved Employees with compliant rest periods. Further, Plaintiff and the Aggrieved Employees were not compensated with 1 hour of wages for each missed rest period as required by Code § 226.7.

Code section 2699(f)(2) imposes a civil penalty of $100 per pay period per Aggrieved Employee for initial violations, and $200 per pay period per Aggrieved Employee for subsequent violations for all Code provisions for which a civil penalty is not specifically provided.

11. **Improper classification of employees as independent contractors in violation of Code § 226.8.**

Aggrieved Employees were willfully misclassified as independent contractors even though they were employees. Production crew members are employees who are granted specific protections under the Labor Code, as defined in Code § 201.5. Defendants' failure to properly classify as employees all Aggrieved Employees was done on a regular and consistent basis. Code section 226.8 requires "a civil penalty of not less than five thousand dollars ($5,000) and not more than fifteen thousand dollars ($15,000) for each violation, in addition to any other penalties or fines permitted by law." If the employer is found to have engaged in a "pattern or practice" of misclassifying employees, it is subject to a "civil penalty of not less than ten thousand dollars ($10,000) and not more than twenty-five thousand dollars ($25,000) for each violation, in addition to any other penalties or fines permitted by law." Cal. Lab. Code § 226.8(c).

12. **Failure to reimburse necessary business expenses under Code § 2802.**

Aggrieved Employees were not reimbursed for necessary business expenses. Section 2802 requires that an employer indemnify his or her employee for all necessary expenditures or losses incurred by the employee in direct consequence of the discharge of his or her duties, or of his or her obedience to the directions of the employer, even though unlawful, unless the employee, at the time of obeying the directions, believed them to be unlawful.

Defendants have failed to reimburse Plaintiff and Aggrieved Employees the cost of using their personal cell phones for business related purposes. Defendants required that Plaintiff and the Aggrieved Employees be available by cell phone and answer/use their cell phones while working and this was necessary to perform their job duties. These cell phones were not provided by Defendants, and Defendants failed to reimburse Aggrieved Employees for the costs associated with using these personal cell phones.

Code section 2699(f)(2) imposes a civil penalty of $100 per pay period per Aggrieved Employee for initial violations, and $200 per pay period per Aggrieved Employee for subsequent violations for all Labor Code provisions for which a civil penalty is not specifically provided.

13. **Failure to pay minimum and overtime wages in violation of Code §§ 510, 515, 558, 1194, and 1198.**

Both late payment and non-payment of minimum wages violate the state statute requiring the payment of a minimum hourly wage. The Labor Code requires an employer to compensate its employees at the minimum wage rate for all hours worked and at a rate of no less than one and one-half times the regular rate of pay for any work in excess of eight hours in one workday and any work in excess of 40 hours in any one workweek.

Here, Plaintiff and other Aggrieved Employees were not paid at the proper corresponding rate for all hours worked, including overtime as a result of the following:

1. Defendants' misclassification of these individuals as independent contractors.
2. Defendants did not record actual hours and failed to pay for all time worked.
3. Defendants failure to pay for all time spent driving and/or travelling from site to site.
4. Defendants' failure to calculate the correct overtime rate under Code § 515.
5. Aggrieved Employees routinely work "off the clock" to attend mandatory meetings beyond their scheduled call time.
6. Plaintiff and the Aggrieved Employees are routinely paid until an arbitrary time in the day and not until they have actually ceased working.

Code § 558 imposes a civil penalty in addition to any other penalty provided by law of $50 for initial violations for each underpaid employee for each pay period for which the employee was underpaid in addition to an amount sufficient to recover unpaid wages, and $100 for subsequent violations for each underpaid employee for each pay period for which the employee was underpaid in addition to an amount sufficient to recover underpaid wages.

14. **Failure to keep complete and accurate payroll records.**

Defendants failed to keep complete and accurate payroll records relating to Aggrieved Employees in accordance with Code section 1174(d). Willful failure to maintain accurate and complete records required by section 1174(d) is subject to a civil penalty of $500. Cal. Lab. Code § 1174.5.

15. **Personal Liability of Defendant Joshua Rosenberg under Code § 558**.

Defendant Joshua Rosenberg was an employer and/or "other person acting on behalf of an employer who violates, or causes to be violated, a section of this chapter or any provision regulating hours and days of work in any order of the Industrial Welfare Commission" as he was an owner and member, owner and CEO of Defendant DOPLLC who controlled the payment of wages. Under Code § 558, Defendant Rosenberg is responsible for the civil penalties for violation of minimum wages, overtime wages, meal and rest breaks, and reporting time pay.

> Aggrieved Employees are entitled to recover as follows:
> (1) For any initial violation, fifty dollars ($50) for each underpaid employee for each pay period for which the employee was underpaid in addition to an amount sufficient to recover underpaid wages.
> (2) For each subsequent violation, one hundred dollars ($100) for each underpaid employee for each pay period for which the employee was underpaid in addition to an amount sufficient to recover underpaid wages.
> (3) Wages recovered pursuant to this section shall be paid to the affected employee.

Cal. Lab. Code § 558(a).

16. **Personal Liability of Defendant Joshua Rosenberg under Code § 1197.1**

Defendant Joshua Rosenberg was an employer and/or "other person acting either individually or as an officer, agent, or employee of another person, who pays or causes to be paid to any employee a wage less than the minimum fixed by an applicable state or local law, or by an order of the Commission." Defendant Rosenberg was an owner and member, owner, CEO and the executive producer of Defendant DOPLLC, which had control over the payment of wages and intentionally caused Aggrieved Employees to be paid less than was required by the Labor Code and the Applicable Wage Order. Defendant is responsible for minimum wage restitution, liquidated damages and Code § 203 penalties. Aggrieved Employees are entitled to recover as follows:

> (1) For any initial violation that is intentionally committed, one hundred dollars ($100) for each underpaid employee for each pay period for which the employee is underpaid. This amount shall be in addition to an amount sufficient to recover underpaid wages, liquidated damages pursuant to Section 1194.2, and any applicable penalties imposed pursuant to Section 203.
> (2) For each subsequent violation for the same specific offense, two hundred fifty dollars ($250) for each underpaid employee for each pay period for which the employee is underpaid regardless of whether the initial violation is intentionally committed. This amount shall be in addition to an amount sufficient to recover underpaid wages, liquidated damages pursuant to Section 1194.2, and any applicable penalties imposed pursuant to Section 203.
> (3) Wages, liquidated damages, and any applicable penalties imposed pursuant to Section 203, recovered pursuant to this section shall be paid to the affected employee.

Cal. Lab. Code § 1197.1(a).

17. **Personal Liability of Individual Defendant under Code § 558**.

Defendant Joshua Rosenberg was an employer and/or "other person acting on behalf of an employer who violates, or causes to be violated, a section of this chapter or any provision regulating hours and days of work in any order of the Industrial Welfare Commission." Rosenberg was an owner and member of Defendant DOPLLC, and had control over the payment of wages. Under Code § 558, Defendant Rosenberg is responsible for the civil penalties for violation of minimum wages, overtime wages, meal and rest breaks, and reporting time pay.

> Aggrieved Employees are entitled to recover as follows:
> (1) For any initial violation, fifty dollars ($50) for each underpaid employee for each pay period for which the employee was underpaid in addition to an amount sufficient to recover underpaid wages.
> (2) For each subsequent violation, one hundred dollars ($100) for each underpaid employee for each pay period for which the employee was underpaid in addition to an amount sufficient to recover underpaid wages.
> (3) Wages recovered pursuant to this section shall be paid to the affected employee.

Cal. Lab. Code § 558(a).

18. **Personal Liability of Individual Defendants under Code § 1197.1**

Defendant Rosenberg was an employer and/or "other person acting either individually or as an officer, agent, or employee of another person, who pays or causes to be paid to any employee a wage less than the minimum fixed by an applicable state or local law, or by an order of the Commission." Defendant Rosenberg was an owner and member of Defendant DOPLLC who had control over the payment of wages and intentionally caused Aggrieved Employees to be paid less than was required by the Labor Code and the Applicable Wage Order. Defendant is responsible for minimum wage restitution, liquidated damages and Code § 203 penalties. Aggrieved Employees are entitled to recover as follows:

> (1) For any initial violation that is intentionally committed, one hundred dollars ($100) for each underpaid employee for each pay period for which the employee is underpaid. This amount shall be in addition to an amount sufficient to recover underpaid wages, liquidated damages pursuant to Section 1194.2, and any applicable penalties imposed pursuant to Section 203.
> (2) For each subsequent violation for the same specific offense, two hundred fifty dollars ($250) for each underpaid employee for each pay period for which the employee is underpaid regardless of whether the initial violation is intentionally committed. This amount shall be in addition to an amount sufficient to recover underpaid wages, liquidated damages pursuant to Section 1194.2, and any applicable penalties imposed pursuant to Section 203.
> (3) Wages, liquidated damages, and any applicable penalties imposed pursuant to Section 203, recovered pursuant to this section shall be paid to the affected employee.

Cal. Lab. Code § 1197.1(a).

Emergency Rule 9 as promulgated by the Judicial Council of California and amended May 29, 2020, provides: "Notwithstanding any other law, the statutes of limitations and repose for civil causes of action that exceed 180 days are tolled from April 6, 2020, until October 1, 2020." The Advisory Committee Comment notes that: "Emergency rule 9 is intended to apply broadly to toll any statute of limitations on the filing of a pleading in court asserting a civil cause of action. The term "civil causes of action" includes special proceedings. (See Code Civ. Proc., §§ 312, 363 ["action," as used in title 2 of the code (Of the Time of Commencing Civil Actions), is construed "as including a special proceeding of a civil nature"). . . . The rule also applies to statutes of limitations on filing of causes of action in court found in codes other than the Code of Civil Procedure."

Please advise whether you will proceed with an investigation of this matter or whether Plaintiff Olaguez may seek a civil-penalty recovery for the alleged violations under the Labor Code Private Attorneys General Act through his private counsel.

Very truly yours,

/s/ Alan Harris

Alan Harris

Cc: (Via Certified Mail) DAY ONE PERSPECTIVE, LLC., c/o CSC Lawyers Incorporating System, 2710 Gateway Oaks Drive, Ste. 150N, Sacramento, CA 95833; JOSHUA ROSENBERG, 307 Seventh Avenue, Floor 21, New York, NY 10001.