

May 14, 2025

VIA U.S. MAIL AND EMAIL

Jayke Peters
855 34TH Avenue East, Apt. 207
West Fargo, ND 58078
jaydanny1734@gmail.com

Re: Notice of Representation; Cease and Desist from Use of Misleading and Confusing Domain Name and Reminder of Confidentiality Obligations

Dear Mr. Peters:

Please be advised that Stinson represents your former employer Marvin Lumber and Cedar Company, LLC ("Marvin"). We write on Marvin's behalf to address several matters of concern that have come to Marvin's attention and ask that you immediately cease and refrain from: (i) any communication with Marvin supervisors or managers on matters as outlined below including in an attempt to support your individual claim against Marvin; and (ii) discontinue use of and transfer the domain names titled "MarvinJobs.com, marvininsider.com, marvwin.com, workatmarvin.com, and any other domain containing the MARVIN trademark, to Marvin, and cease using any e-mail addresses incorporating such domain names, given the high likelihood of misleading and confusing third parties seeking to communicate with Marvin or retrieve information for legitimate employment and business purposes. We also write to remind you of the Confidentiality Agreement you signed while employed at Marvin and remind you that such obligations remain ongoing and in full force and effect.

1. Refrain from Improper Communications with Marvin Management Employees

As you know from recent communications with you, Marvin reasonably interpreted you to have quit your at-will employment with Marvin when you failed to respond to multiple attempts by Marvin to engage with you in the interactive process and when, on April 14, 2024, you informed Marvin that you had accepted a full-time position elsewhere.

First, in your email correspondence on the evening of April 25, 2025 to Marvin HR, you mentioned having filed a claim with the EEOC and your intent to update your filings with it and other appropriate legal authorities. It has also come to Marvin's attention that you sent unsolicited emails and text messages to 17 Marvin employees – some of whom are managers or supervisors at Marvin - via their Marvin email address, Marvin phone number, or personal phone number. The messages direct them to a website with the domain name of "MarvinJobs.com" to read an article titled "My

Experience at Marvin – ADA Whistleblower.” We recognize your right to file a claim or otherwise assert your rights with the EEOC or other applicable agency. However, we write to advise you that Marvin is represented by counsel in connection with this apparent individual matter. As a result, you are directed to communicate with me or my firm, not directly with Marvin management employees about matters related to your individual claims.¹ You are further directed to refrain from sending messages intended to harass or intimidate or from engaging in communications that would violate your confidentiality obligations as discussed further below. We appreciate your anticipated cooperation in these regards.

2. Discontinue Use of Marvin.Jobs and Other Domain Names Listed Herein Given High Likelihood Of Confusion and Misleading Third Parties

We also require you to cease and desist from using the domain names MarvinJobs.com, marvininsider.com, marvwin.com, workatmarvin.com, and any other domain incorporating the MARVIN trademark, as well as any e-mail addresses incorporating such domain names, as these domain names are identical and/or confusingly similar to the well-known and respected MARVIN trademark. These domain names are misleading to others who are legitimately seeking to apply for work at Marvin or otherwise communicate with or seek information from or about the company for legitimate business purposes. As you may know, you do not have any right to register and use these domain names as Marvin has not given you permission to use its MARVIN trademark. It is our belief these domain names will confuse third parties and defame Marvin, and that the domain name registrations are not for legitimate business purpose and were instead registered in bad faith. Thus, we request you cease and desist use of the domain names marvinjobs.com, marvininsider.com, marwin.com, and workatmarvin.com, and any other domain incorporating the MARVIN trademark, transfer all such registrations to Marvin, and cease using e-mail addresses incorporating these domain names.

3. Reminder of Obligations Under Confidentiality Agreement

Please also be reminded of your obligations under the Confidentiality Agreement you signed on August 20, 2024 in connection with your Marvin employment, another copy of which is attached for your reference. As part of this Agreement, you agreed never to use, divulge or disclose Marvin’s Confidential Information and were specifically advised that this obligation continues to survive your employment relationship with Marvin. *See* Paragraph 4. Paragraph 5 of the Confidentiality Agreement further required you to never remove from Marvin’s office any books, records or documents. Further, upon termination, whether voluntary or involuntary, you were required to deliver to Marvin within 24 hours all of Marvin’s property, including but not limited to all original documents, and all copies of documents, whether paper or electronic.

To the extent that you still retain any Marvin company property or information in your possession, custody or control, you must immediately return such property or information, including any copies thereof. In fact, Marvin has reason to believe you are still in possession of Marvin documents.

¹ Also, if you yourself are represented by counsel in this apparent matter, please have your counsel communicate directly through us.

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Specifically, we note that your website includes a statement that reads: "Documentation, email chains, internal policies, and redacted records available for legal or press review upon request." To the extent such documents contain or consist of Marvin confidential, trade secret or proprietary information, or which reveal or contain the personal information of other Marvin employees, such information needs to be promptly returned to Marvin. Please return any such company property or information at your very earliest convenience and thank you again for your anticipated cooperation in these matters.

Sincerely,

STINSON LLP



Tracey Holmes Donesky