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January 14, 2016

Via Certified Mail No.: 7015 0640 0001 9769 2425

Return Receipt Requested

Labor and Workforce Development Agency
Attn: PAGA Administrator
1515 Clay Street, Ste. 801
Oakland, CA 94612

Via Certified Mail No.: 7015 0640 0001 9769 2418

Return Receipt Requested

Blazin' Wings, Inc.
c/o Stacey E. James, Esq.
Littler Mendelson, PC
501 W. Broadway, Suite 900
San Diego, CA 92101

Re: **Brown v. Blazin' Wings, Inc.**

**NOTICE OF LABOR CODE VIOLATIONS PURSUANT TO
CALIFORNIA LABOR CODE § 2698 et seq.**

To: California Labor and Workforce Development Agency and Blazin' Wings, Inc.

From: Janae Brown, on behalf of herself and aggrieved employees who were subject to the employer's wage and hour policies as set forth below.

Factual Statement

Please note that this firm, the Mahoney Law Group, APC, represents the interests of Janae Brown (hereinafter "Plaintiff" or "Ms. Brown") and all other aggrieved employees who intend to file a complaint alleging various Labor Code violations and seeking civil penalties under the Private Attorneys General Act of 2004, Labor Code § 2698 et seq. (hereinafter "PAGA") on behalf of herself and other aggrieved employees.

Theories of Labor Code Violations and Remedies

Ms. Brown alleges that Blazin' Wings, Inc. ("Defendant") violated various sections of the Labor Code, including §§ 201, 202, 203, 204, 226, 226.7, 510, 1194, and 1197, by failing to compensate her and all other aggrieved employees for hours worked including, but not limited to, regular hours, overtime hours and meal/rest period premium pay.

Ms. Brown and other aggrieved employees never received the proper compensation for all overtime hours worked as they were paid either at the regular pay rate or not at all for all hours worked in excess of eight (8) hours in a day or more than forty (40) hours in a workweek. Furthermore, Ms. Brown and her co-workers frequently worked off-the-clock hours either before or after their scheduled shifts. Defendant's conduct, which is a violation of Labor Code sections 510 and 1194, is actionable under PAGA.

In addition, Ms. Brown contends that Defendant had an ongoing business practice of preventing, discouraging, and/or dissuading Ms. Brown and other aggrieved employees from taking their lawful rest breaks. Defendant violated Labor Code sections 226.7 and 1198, by not allowing Ms. Brown and other aggrieved employees to take rest breaks of no less than ten (10) minutes on a regular basis.

Ms. Brown also contends that Defendant failed to provide Ms. Brown and other aggrieved employees with legally compliant meal breaks of no less than thirty (30) minutes and had an ongoing business practice of preventing, discouraging, and/or dissuading Ms. Brown and other aggrieved employees from taking their meal breaks altogether. Defendant violated Labor Code section 226.7 by knowingly and regularly failing to provide sufficient staff coverage in order to relieve Ms. Brown and her co-workers of their duties.

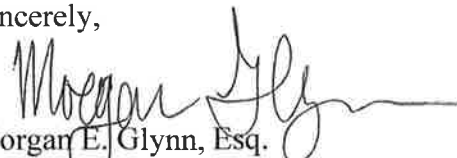
Ms. Brown will allege that, as a result of Defendant's failure to provide meal and rest breaks, she and her co-workers are entitled to premium pay equal to one (1) hour of wages per missed meal and rest period. Defendant did not pay any meal or rest period premiums to Ms. Brown or other aggrieved employees, which is a violation of Labor Code § 226.7 and is actionable under PAGA.

Furthermore, as a result of Defendants' failure to pay all wages owed, Ms. Brown will also allege that Defendant violated Labor Code sections 226(a), 226(e), and 1174 by its ongoing failure to keep accurate payroll records and provide its employees with proper and understandable itemized wage statements, as all hours worked were either not reflected or reflected inaccurately in the wage statements.

Again, based on Defendant's failure to pay all wages owed, including overtime, meal period premiums, and rest period premiums, Ms. Brown will allege that Defendant violated Labor Code sections 201, 202, and 203, due to its uniform policy, practice and procedure of failing to pay all wages earned to former employees.

Ms. Brown will bring her lawsuit against Defendant on behalf of herself and all other aggrieved employees who were employed by Defendant. Please advise if the LWDA has any objection to my client including PAGA claims in her complaint. We look forward to your response, and please feel free to contact our office if you have any questions, comments or concerns.

Sincerely,


Morgan E. Glynn, Esq.
MAHONEY LAW GROUP, APC