



A Professional Law Corporation

AEQUITAS LEGAL GROUP

A Professional Law Corporation
1156 E. Green Street, Suite 200
Pasadena, California 91106
Telephone: 213.674.6080
Facsimile: 213.674.6081
www.AequitasLegalGroup.com

Ronald H. Bae

rbae@AequitasLegalGroup.com
Direct: (213) 674-6380

June 13, 2025

Via Electronic Submission

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

Re: **White Magic Cleaning and Restoration, Inc.**
Notice of Labor Code Violations pursuant to Labor Code § 2699.3(a)(1)

Dear Sir or Madam:

This letter shall constitute the required written notification under Labor Code § 2699.3(a)(1) that our client, Mr. Salem Zapata, alleges that his former employer, White Magic Cleaning and Restoration, Inc. (“White Magic”), has violated various provisions of the California Labor Code.

Specifically, Mr. Zapata contends that White Magic has engaged in the following unlawful employment practices:

1. Failure to pay Mr. Zapata and other aggrieved employees¹ all minimum and overtime wages owed to them in violation of California Labor Code §§ 510, 1194, and 1198.

Mr. Zapata was employed by White Magic as a non-exempt, hourly-paid janitor from approximately January 11, 2020 to approximately August 2, 2024. Mr. Zapata did cleaning and janitorial work jobsites in Northern California.

White Magic failed to pay Mr. Zapata and other aggrieved employees for all of the hours they worked, including overtime hours. White Magic used a timekeeping system that was capable of recording employees’ time to the minute, but White Magic rounded employees’ time and/or edited or shaved time off. This particularly affected shifts that were over 8 hours, i.e., the overtime hours were

¹ The terms “aggrieved employees” and “similarly situated employees” are used interchangeably and refer to all of White Magic’s non-exempt California employees between June 13, 2021 and the present.

reduced or not paid at all. This also happened on shifts under 8 hours. For example, the time was rounded or shaved to exactly 6.00 or exactly 6.50 hours. White Magic did not record the start and end times of employees' meal breaks and automatically deducted 30 minutes for meal breaks on shifts over 5 hours.

2. Failure to provide Mr. Zapata and other aggrieved employees with compliant meal periods or pay premium compensation in lieu thereof, in violation of California Labor Code §§ 226.7 and 512.

White Magic systematically failed to provide compliant meal breaks to Mr. Zapata and other similarly situated employees, as required by California law. Mr. Zapata and other aggrieved employees were not able to take a timely, duty-free meal break of at least 30 minutes for every 5 hours of work because White Magic gave them a heavy workload and pressured them to complete the work as soon as possible. For example, when employees worked overtime, White Magic's managers would make comments to the effect that the employees were lazy and that was why they finished late. Mr. Zapata and other aggrieved employees regularly missed their meal breaks, had short and/or late meal breaks, or had to eat lunch while driving from one work location to another. Further, White Magic failed to accurately record the start and end times of employees' meal breaks. White Magic did not pay meal break premiums to Mr. Zapata and other similarly situated employees when compliant meal breaks were not provided.

3. Failure to provide Mr. Zapata and other aggrieved employees compliant rest periods or pay premium compensation in lieu thereof, in violation of California Labor Code § 226.7. Mr. Zapata and other aggrieved employees were regularly unable to take rest breaks or were unable to take a full 10 minutes for the reasons set forth above in Paragraph 2. White Magic did not pay rest break premiums to Mr. Zapata and other similarly situated employees when compliant rest breaks were not provided.
4. Failure to provide Mr. Zapata and other aggrieved employees with accurate itemized wage statements, in violation of California Labor Code § 226. The wage statements provided by White Magic fail to accurately reflect employees' hours worked and applicable hourly rates as a result of the failure to pay regular wages, overtime wages, and meal and rest break premium wages as described herein.
5. Failure to timely pay all wages owed to Mr. Zapata and other aggrieved employees at the time of termination or resignation, in violation of California Labor Code §§ 201 – 203. White Magic failed to pay employees the unpaid regular wages, overtime wages, and meal and rest break premium wages described herein upon the separation of their employment.

6. Failure to provide Mr. Zapata and other aggrieved employees with all wages owed during their employment, in violation of California Labor Code § 204. White Magic failed to pay employees the unpaid regular wages, overtime wages, and meal and rest break premium wages described herein in a timely manner during their employment.
7. Violation of California Labor Code §§ 558 and 558.1, as a consequence of the violations described herein.

Labor Code § 558 provides that an employer or person acting on behalf of an employer who violates (or causes to be violated) a provision of Labor Code §§ 500 through 558, or a provision of the IWC Wage Orders regarding hours and days of work, is liable for civil penalties of \$50 to \$100 per pay period to each underpaid employee, in addition to other civil penalties provided for by law.

Labor Code § 558.1 provides that an employer or person acting on behalf of an employer who violates (or causes to be violated) a provision of Labor Code §§ 203, 226, 226.7, 1193.6, 1194, or 2802 may be held liable as the employer for such violation.

As set forth herein, White Magic has violated California Labor Code §§ 512 and IWC Wage Orders 4-2001 and 5-2001, and is thus liable for penalties under Labor Code § 558.

Please advise within the required time period whether or not the Labor and Workforce Development Agency intends to investigate these alleged violations. If no such notice is received within 65 calendar days of the date of this letter, Mr. Zapata will proceed with a civil action for penalties pursuant to Labor Code § 2699.

Thank you for your prompt attention to this request.

Sincerely Yours,



Ronald H. Bae

cc: White Magic Cleaning and Restoration, Inc.
Attn: General Counsel
1024 Shary Court
Concord, CA 94518

Via Certified Mail