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Attorneys for Plaintiff Jinju Kim,
on behalf of herself and all “aggrieved employees”
pursuant to Labor Code § 2698 *et seq.*

**SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF FRESNO**

JINJU KIM, on behalf of herself and all
“aggrieved employees” pursuant to Labor
Code § 2698 *et seq.*,

Plaintiff,

v.

PRESS BOXES, INC., a California
corporation, and DOES 1 through 10,
inclusive,

Defendants.

CASE NO: **25CECG04915**

**REPRESENTATIVE ACTION COMPLAINT
FOR PENALTIES PURSUANT TO LABOR
CODE § 2699(f) FOR VIOLATIONS OF
LABOR CODE §§ 226(a), 226.7, 246, AND 512,
AND PURSUANT TO LABOR CODE § 2699(a)
FOR VIOLATIONS OF LABOR CODE §§ 226.3
AND 558**

1 Plaintiff JINJU KIM (“Plaintiff”), on behalf of herself and others as an “aggrieved employee”
2 under the Labor Code Private Attorneys General Act of 2004, complains of PRESS BOXES, INC., a
3 California corporation, and any subsidiaries or affiliated companies (hereinafter referred to as
4 “Defendants”) as follows:

5 **I.**

6 **INTRODUCTION AND FACTUAL BACKGROUND**

7 1. This is a Representative Action, pursuant to Labor Code § 2698 *et seq.*, on behalf of
8 Plaintiff and other non-exempt California employees (“Aggrieved Employees”).

9 2. For at least one (1) year prior to the filing of this action and at least one (1) year prior
10 to the date Plaintiff began the process of exhausting the administrative requirements, pursuant to
11 Labor Code § 2698 *et seq.*, and continuing to the present (the “liability period”), Defendants have had
12 consistent policies of:

13 a. Failing to pay premium wages to Plaintiff and other Aggrieved Employees who
14 are denied rest periods, in violation of Labor Code § 226.7 and IWC Wage Order No. 4-2001.
15 Plaintiff and Aggrieved Employees are routinely unable to take a 10-minute rest period for
16 every four (4) hours of work or major fraction thereof, but are not paid premium wages of one
17 hour’s pay for each missed rest period. Plaintiff and other Aggrieved Employees are simply
18 denied and not authorized to take their legally entitled rest periods and are never paid premium
19 wages for missed rest periods. This violates Labor Code § 226.7 and IWC Wage Order No.
20 4-2001;

21 b. Failing to pay premium wages to Plaintiff and other Aggrieved Employees who
22 are denied proper meal periods, in violation of Labor Code §§ 226.7, 512, and 558 and IWC
23 Wage Order 4-2001. Plaintiff and Aggrieved Employees are routinely denied, and not
24 authorized to take, a proper, timely, uninterrupted, 30-minute meal period for every shift
25 worked that exceeded five hours, or a second proper, timely, uninterrupted, 30-minute meal
26 period for every shift worked that exceeded ten hours, but are not paid premium wages of one
27 hour’s pay for each missed first or second meal period. They would also typically work during
28

1 their meal periods. This violates Labor Code §§ 226.7, 512, and 558, and IWC Wage Order
2 4-2001;

3 c. Failing to provide Plaintiff and other Aggrieved Employees with written notice
4 that sets forth the amount of paid sick leave available either on a wage statement or a separate
5 writing provided on the designated pay date with the employee's payment of wages.
6 Defendants also fail to provide sick leave at the correct accrual rate. This violates Labor Code
7 § 246; and
8

9 d. Failing to issue Plaintiff and all other Aggrieved Employees itemized wage
10 statements, in violation of Labor Code §§ 226(a) and 226.3. Plaintiff and other Aggrieved
11 Employees are not paid all wages due, as stated above. As such, the wage statements provided
12 by Defendants failed to accurately state all gross wages earned, in violation of Labor Code §§
13 226(a)(1) and 226.3, total hours worked, in violation of Labor Code §§ 226(a)(2) and 226.3,
14 net wages earned, in violation of Labor Code §§ 226(a)(5) and 226.3, and all applicable hourly
15 rates in effect during the pay period and the corresponding number of hours worked, in
16 violation of Labor Code §§ 226(a)(9) and 226.3.

17 3. Plaintiff, on behalf of herself and all Aggrieved Employees pursuant to Labor Code §
18 2698 *et seq.*, seeks civil penalties for Defendants' violations of the California Labor Code.

19 4. Venue is proper in this judicial district, pursuant to Code of Civil Procedure § 395
20 because Defendants employed Plaintiff and other Aggrieved Employees throughout California,
21 including Fresno County, California.

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II.
PARTIES

A. Plaintiff

5. Plaintiff JINJU KIM has been employed by Defendants since December 27, 2018 as a non-exempt employee in Fresno County, California.

B. Defendant

6. Defendant PRESS BOXES, INC. is a California corporation that employed Plaintiff and Aggrieved Employees in Fresno County, California.

7. The true names and capacities, whether individual, corporate, associate, or otherwise, of Defendants sued herein as DOES 1 to 10, inclusive, are currently unknown to Plaintiff, who therefore sues Defendants by such fictitious names under Code of Civil Procedure § 474. Plaintiff is informed and believes, and based thereon alleges, that each of the Defendants designated herein as a DOE is legally responsible in some manner for the unlawful acts referred to herein. Plaintiff will seek leave of court to amend this Complaint to reflect the true names and capacities of the Defendants designated hereinafter as DOES when such identities become known.

8. Plaintiff is informed and believes, and based thereon alleges, that each Defendants acted in all respects pertinent to this action as the agent of the other Defendant, carried out a joint scheme, business plan or policy in all respects pertinent hereto, and the acts of each Defendants is legally attributable to the other Defendants.

9. The Defendants named herein as DOE 1 through DOE 10 are and are persons acting on behalf of, or acting jointly with, Defendants, who violated, or caused to be violated, one or more provisions of the California Labor Code as alleged herein.

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III.

CAUSES OF ACTION

FIRST CAUSE OF ACTION

**PLAINTIFF AND ALL AGGRIEVED EMPLOYEES AGAINST ALL DEFENDANTS
CIVIL PENALTIES PURSUANT TO LABOR CODE § 2699(f) FOR VIOLATIONS OF
LABOR CODE §§ 226(a), 226.7, 246, AND 512, AND PURSUANT TO LABOR CODE §
2699(a) FOR VIOLATIONS OF LABOR CODE §§ 226.3 AND 558**

10. Plaintiff incorporates paragraphs 1 through 9 of this Complaint as though fully set forth herein.

11. As a result of the acts alleged above, including the Labor Code violations set forth in paragraph 2 above, Plaintiff seeks civil penalties pursuant to Labor Code §§ 2698 *et seq.*

12. For each such violation, Plaintiff and all other Aggrieved Employees are entitled to civil penalties subject to the following formula:

- a. Pursuant to Labor Code § 2699(f), \$100 for each initial violation and \$200 for each subsequent violation of Labor Code §§ 226(a), 226.7, 246, and 512; and
- b. Pursuant to Labor Code § 2699(a), the civil penalties as authorized by Labor Code §§ 226.3 and 558.

13. Civil penalties recovered will be allocated 75% to the Labor and Workforce Development Agency, and 25% to the affected employees.

14. On August 8, 2025, Plaintiff sent a letter, by online submission to the LWDA and by certified mail, return receipt requested, to Defendants setting forth the facts and theories of the violations alleged against Defendants, as prescribed by Labor Code § 2698 *et seq.* Pursuant to Labor Code § 2699.3(a)(2)(A), no notice was received by Plaintiff from the LWDA within sixty-five (65) calendar days of August 8, 2025. Plaintiff may therefore commence this action to seek civil penalties pursuant to Labor Code § 2698 *et seq.*

Wherefore, Plaintiff and the Aggrieved Employees she seeks to represent request relief as described below.

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V.

RELIEF REQUESTED

WHEREFORE, Plaintiff prays for the following relief:

1. For civil penalties pursuant to Labor Code § 2698 *et seq.* for Plaintiff and all other Aggrieved Employees;
2. An award providing for payment of costs of suit pursuant to Labor Code § 2699(g)(1) and other applicable law;
3. An award of attorneys' fees pursuant to Labor Code §§ 2699(g)(1) and other applicable law; and
4. Such other and further relief as this Court may deem just and proper.

Dated: October 17, 2025

Respectfully submitted,

GAINES LAW CORPORATION

By: 

EVAN S. GAINES
Attorney for Plaintiff