

1 HOLLIS R. PETERSON (SBN 254535)
hpeterson@paulplevin.com
2 AARON A. BUCKLEY (SBN 202081)
abuckley@paulplevin.com
3 EVAN A. PENA (SBN 268510)
epena@paulplevin.com
4 **PAUL, PLEVIN, SULLIVAN &
CONNAUGHTON LLP**
5 101 West Broadway, Ninth Floor
San Diego, California 92101-8285
6 Telephone: 619-237-5200
Facsimile: 619-615-0700

7 Attorneys for LG Electronics U.S.A., Inc.

8
9
10 **UNITED STATES DISTRICT COURT**
11 **SOUTHERN DISTRICT OF CALIFORNIA**

12 TAIJIN PARK, individually and on
13 behalf of all others similarly situated,

14 Plaintiff,

15 v.

16 LG ELECTRONICS U.S.A., INC., and
17 DOES 1 through 10 inclusive,,
18 Defendants.

Case No. **'20CV1738 GPC BLM**

[Superior Court of the State of
California, County of Imperial
Case No. ECU001427]

NOTICE OF REMOVAL

19 TO THE CLERK OF THE ABOVE-ENTITLED COURT, AND TO ALL
20 PARTIES AND THEIR ATTORNEYS OF RECORD:

21 PLEASE TAKE NOTICE that Defendant LG Electronics U.S.A., Inc.
22 (“Defendant” or “LG”), hereby removes this action from the Superior Court of
23 California for the County of Imperial, to this Court. The state court action
24 (“Action”) is a civil action over which this Court has diversity jurisdiction under 28
25 U.S.C. § 1332(a). Therefore, LG may remove the Action to this Court pursuant to
26 28 U.S.C. § 1441.

27 ///

28 ///

I.

CASE HISTORY

1. On June 9, 2020, Plaintiff Taijin Park (“Plaintiff”) filed an action in the Superior Court of the State of California for the County of Imperial entitled *Park v. LG Electronics, U.S.A., Inc.* and assigned Case Number ECU001427. A true and correct copy of the Complaint and supporting documents is attached as **Exhibit A**.

2. Other than the attached Exhibit A, LG is not aware of any other documents relative to this Action in the state court case file.

3. On August 5, 2020, the Summons and Complaint were served on LG Electronics U.S.A., Inc (“LG”). A true and correct copy of the Notice of Service is attached hereto as **Exhibit B**.

4. In accordance with 28 U.S.C. § 1446(d), counsel for LG certify that a copy of this Notice of Removal and all supporting papers will be promptly served on Plaintiff’s counsel and filed with the Clerk of the Superior Court of California, County of Imperial. Therefore, all procedural requirements under 28 U.S.C. § 1446 have been satisfied.

II.

DIVERSITY JURISDICTION

5. Federal district courts have original jurisdiction:

[W]here the matter in controversy exceeds the sum or value of \$75,000, exclusive of interest and costs, and is between—

(1) citizens of different States; [or]

(2) citizens of a State and citizens or subjects of a foreign state, except that the district courts shall not have original jurisdiction under this subsection of an action between citizens of a State and citizens or subjects of a foreign state who are lawfully admitted for permanent residence in the United States and are domiciled in the same State;

28 U.S.C. § 1331(a). An action may be removed from state court to federal district court where the district court has original jurisdiction over the matter. 28 U.S.C. § 1441(a); *Ethridge v. Harbor House Rest.*, 861 F.2d 1389, 1393 (9th Cir. 1988)

1 (citing *Williams v. Caterpillar Tractor Co.*, 786 F.2d 928, 940 (9th Cir. 1986).

2 6. Defendant is informed and believes that plaintiff Taijin Park was,
3 during his employment, a citizen of South Korea who was domiciled in Baja
4 California, Mexico and only occasionally stayed in California. Mr. Park is a South
5 Korean national. Declaration of Heonshik Kim, ¶ 3. While he provided services to
6 LG Electronics Mexicali, Mr. Park worked and slept in Mexicali, Baja California,
7 Mexico during the week. *Id.* at ¶ 4. On the weekends, he traveled to be with his
8 family in Chula Vista, California, and then returned to Mexicali at the end of each
9 weekend. *Ibid.* Shortly after his employment ended in February 2020, Mr. Park
10 returned to South Korea on a one-way flight. *Id.* at ¶ 6. Thus, on information and
11 belief, Defendant alleges Mr. Park was domiciled in South Korea when he filed suit
12 in June 2020, and that he remains domiciled in South Korea.

13 7. Defendant LG was at the time of the filing of this action, and still is, a
14 citizen of Delaware (its state of incorporation) and New Jersey (its principal place of
15 business). Declaration of Carolyn McNerney, ¶¶ 6-7; Exh. D [Certificate of
16 Incorporation]; Exh. E [Certificate of Amendment of Certificate of Incorporation].
17 Thus, regardless of whether Mr. Park is a citizen of South Korea; Baja California,
18 Mexico; or California, there is total diversity in this action.

19 8. The amount in controversy also exceeds \$75,000, as evidenced by a
20 demand letter drafted by Mr. Park's counsel of record alleging that his *individual*
21 *damages* amount to \$99,067.94, *exclusive of* interest, costs or attorneys' fees.
22 McNerney Decl., ¶¶ 3-4; Exh. C [Demand Letter]. A settlement letter is relevant
23 evidence of the amount in controversy if it appears to reflect a reasonable estimate
24 of plaintiff's claim. *Cohn v. Petsmart, Inc.*, 281 F.3d 837, 840 (9th Cir. 2002).
25 Although LG contests liability, it believes Mr. Park's demand represents a good
26 faith estimate of the amount in controversy because his attorney estimated Mr.
27 Park's allegedly unpaid wages, unpaid overtime, and missed rest and meal periods
28 and then used those estimates, and several premium and penalty provisions in the

1 California Labor Code, to arrive at \$99,067.94.

2 9. In addition, the amount in controversy is actually higher than
 3 \$99,067.94 because “where an underlying statute authorizes an award of attorneys’
 4 fees, either with mandatory or discretionary language, such fees may be included in
 5 the amount in controversy.” *Galt G/S v. JSS Scandinavia* (9th Cir. 1998) 142 F3d
 6 1150, 1156. Most of Mr. Park’s claims allow the Court to award attorneys’ fees,
 7 and he has requested his attorneys’ fees on those claims (among others where fees
 8 are not recoverable),¹ thus, a significant portion of his fees should be included in the
 9 amount in controversy. Exh. A [Complaint] ¶¶ 64, 69, 74, 79, 83, 88, 94 and 107.
 10 Although LG cannot accurately estimate Mr. Park’s attorneys’ fees, they raise the
 11 amount in controversy beyond the \$99,067.94 figure in his demand letter.

12 WHEREFORE, LG prays the above action now pending against it in the
 13 Superior Court of the State of California for the County of Imperial be removed to
 14 this Court.

15 Dated: September 4, 2020

PAUL, PLEVIN, SULLIVAN &
 CONNAUGHTON LLP

17 By: /s/ Evan A. Peña

HOLLIS R. PETERSON

AARON A. BUCKLEY

EVAN A. PEÑA

Attorneys for Defendant LG Electronics
 U.S.A., Inc.

24 _____
 25 ¹ A prevailing plaintiff cannot claim their attorneys’ fees on causes of action for
 26 missed rest breaks (Mr. Park’s third claim), missed meal breaks (his fourth claim),
 27 or waiting time penalties (his sixth claim). *Kirby v. Immoos Fire Protection, Inc.*,
 28 53 Cal.4th 1244, 1248 (2012) [meal and rest break claims]; *Ling v. P.F. Chang’s*
China Bistro, Inc., 245 Cal. App. 4th 1242, 1260-61 (2016) [waiting time penalty
 claim].

PROOF OF SERVICE

Park v. LG Electronics U.S.A., Inc.
Case No.

STATE OF CALIFORNIA, COUNTY OF SAN DIEGO

At the time of service, I was over 18 years of age and not a party to this action. I am employed in the County of San Diego, State of California. My business address is 101 West Broadway, Ninth Floor, San Diego, CA 92101-8285.

On September 4, 2020, I served true copies of the following document(s) described as

NOTICE OF REMOVAL

on the interested parties in this action as follows:

Kevin Schwin
LAW OFFICE OF KEVIN
SCHWIN
1220 East Olive Avenue
Fresno, CA 93728
Telephone: (559) 715-2889
Facsimile: (559) 221-6812
E-Mail: kevin@schwinlaw.com

Attorneys for Plaintiff Taijin Park

Briana M. Kim
Grace E. Pak
BRIANA KIM, PC
249 E. Ocean Blvd., Suite 814
Long Beach, CA 90802
Telephone: (714) 482-6301
Facsimile: (714) 482-6302
E-Mail: briana@brianakim.com
grace@brianakim.com

Attorneys for Plaintiff Taijin Park

BY E-MAIL OR ELECTRONIC TRANSMISSION: I caused a copy of the document(s) to be sent from e-mail address jgonzalez@paulplevin.com to the persons at the e-mail addresses listed in the Service List. I did not receive, within a reasonable time after the transmission, any electronic message or other indication that the transmission was unsuccessful.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

Executed on September 4, 2020, at San Diego, California.



Jennifer A. Gonzalez

TABLE OF CONTENTS

Exhibit	Description	Page No.
A	Complaint and supporting papers filed on June 6, 2020	1-29
B	Notice of Service	30
C	Demand Letter dated March 24, 2020	31-35
D	Goldstar Electronics International Inc. Certificate of Incorporation	36-38
E	LG Electronics U.S.A., Inc. Certificate of Amendment of Certificate of Incorporation	39-40

CIVIL COVER SHEET

The JS 44 civil cover sheet and the information contained herein neither replace nor supplement the filing and service of pleadings or other papers as required by law, except as provided by local rules of court. This form, approved by the Judicial Conference of the United States in September 1974, is required for the use of the Clerk of Court for the purpose of initiating the civil docket sheet. (SEE INSTRUCTIONS ON NEXT PAGE OF THIS FORM.)

I. (a) PLAINTIFFS

Taijin Park

(b) County of Residence of First Listed Plaintiff South Korea

(EXCEPT IN U.S. PLAINTIFF CASES)

(c) Attorneys (Firm Name, Address, and Telephone Number)

Briana M. Kim; Grace E. Pak with BRIANA KIM, PC
Kevin Schwin with LAW OFFICE OF KEVIN SCHWIN
See Attachment A for full information

DEFENDANTSLG Electronics U.S.A., Inc. **'20CV1738 GPC BLM**County of Residence of First Listed Defendant Bergen, New Jersey

(IN U.S. PLAINTIFF CASES ONLY)

NOTE: IN LAND CONDEMNATION CASES, USE THE LOCATION OF THE TRACT OF LAND INVOLVED.

Attorneys (If Known)

Hollis Peterson, Aaron A. Buckley and Evan A. Pena
Paul, Plevin, Sullivan & Connaughton LLP
101 W. Broadway, 9th Fl., San Diego, CA 92101

II. BASIS OF JURISDICTION (Place an "X" in One Box Only)

- ☐ 1 U.S. Government Plaintiff
- ☐ 2 U.S. Government Defendant
- ☐ 3 Federal Question (U.S. Government Not a Party)
- ☒ 4 Diversity (Indicate Citizenship of Parties in Item III)

III. CITIZENSHIP OF PRINCIPAL PARTIES (Place an "X" in One Box for Plaintiff and One Box for Defendant)

- | | PTF | DEF | | PTF | DEF |
|---|---------------------------------------|----------------------------|---|----------------------------|---------------------------------------|
| Citizen of This State | <input type="checkbox"/> 1 | <input type="checkbox"/> 1 | Incorporated or Principal Place of Business In This State | <input type="checkbox"/> 4 | <input type="checkbox"/> 4 |
| Citizen of Another State | <input type="checkbox"/> 2 | <input type="checkbox"/> 2 | Incorporated and Principal Place of Business In Another State | <input type="checkbox"/> 5 | <input checked="" type="checkbox"/> 5 |
| Citizen or Subject of a Foreign Country | <input checked="" type="checkbox"/> 3 | <input type="checkbox"/> 3 | Foreign Nation | <input type="checkbox"/> 6 | <input type="checkbox"/> 6 |

IV. NATURE OF SUIT (Place an "X" in One Box Only)

Click here for: Nature of Suit Code Descriptions.

CONTRACT	TORTS	FORFEITURE/PENALTY	BANKRUPTCY	OTHER STATUTES	
<input type="checkbox"/> 110 Insurance <input type="checkbox"/> 120 Marine <input type="checkbox"/> 130 Miller Act <input type="checkbox"/> 140 Negotiable Instrument <input type="checkbox"/> 150 Recovery of Overpayment & Enforcement of Judgment <input type="checkbox"/> 151 Medicare Act <input type="checkbox"/> 152 Recovery of Defaulted Student Loans (Excludes Veterans) <input type="checkbox"/> 153 Recovery of Overpayment of Veteran's Benefits <input type="checkbox"/> 160 Stockholders' Suits <input type="checkbox"/> 190 Other Contract <input type="checkbox"/> 195 Contract Product Liability <input type="checkbox"/> 196 Franchise	PERSONAL INJURY <input type="checkbox"/> 310 Airplane <input type="checkbox"/> 315 Airplane Product Liability <input type="checkbox"/> 320 Assault, Libel & Slander <input type="checkbox"/> 330 Federal Employers' Liability <input type="checkbox"/> 340 Marine <input type="checkbox"/> 345 Marine Product Liability <input type="checkbox"/> 350 Motor Vehicle <input type="checkbox"/> 355 Motor Vehicle Product Liability <input type="checkbox"/> 360 Other Personal Injury <input type="checkbox"/> 362 Personal Injury - Medical Malpractice	<input type="checkbox"/> 365 Personal Injury - Product Liability <input type="checkbox"/> 367 Health Care/Pharmaceutical Personal Injury Product Liability <input type="checkbox"/> 368 Asbestos Personal Injury Product Liability PERSONAL PROPERTY <input type="checkbox"/> 370 Other Fraud <input type="checkbox"/> 371 Truth in Lending <input type="checkbox"/> 380 Other Personal Property Damage <input type="checkbox"/> 385 Property Damage Product Liability	<input type="checkbox"/> 625 Drug Related Seizure of Property 21 USC 881 <input type="checkbox"/> 690 Other LABOR <input type="checkbox"/> 710 Fair Labor Standards Act <input type="checkbox"/> 720 Labor/Management Relations <input type="checkbox"/> 740 Railway Labor Act <input type="checkbox"/> 751 Family and Medical Leave Act <input checked="" type="checkbox"/> 790 Other Labor Litigation <input type="checkbox"/> 791 Employee Retirement Income Security Act IMMIGRATION <input type="checkbox"/> 462 Naturalization Application <input type="checkbox"/> 465 Other Immigration Actions	<input type="checkbox"/> 422 Appeal 28 USC 158 <input type="checkbox"/> 423 Withdrawal 28 USC 157 PROPERTY RIGHTS <input type="checkbox"/> 820 Copyrights <input type="checkbox"/> 830 Patent <input type="checkbox"/> 835 Patent - Abbreviated New Drug Application <input type="checkbox"/> 840 Trademark SOCIAL SECURITY <input type="checkbox"/> 861 HIA (1395ff) <input type="checkbox"/> 862 Black Lung (923) <input type="checkbox"/> 863 DIWC/DIWW (405(g)) <input type="checkbox"/> 864 SSID Title XVI <input type="checkbox"/> 865 RSI (405(g)) FEDERAL TAX SUITS <input type="checkbox"/> 870 Taxes (U.S. Plaintiff or Defendant) <input type="checkbox"/> 871 IRS—Third Party 26 USC 7609	<input type="checkbox"/> 375 False Claims Act <input type="checkbox"/> 376 Qui Tam (31 USC 3729(a)) <input type="checkbox"/> 400 State Reapportionment <input type="checkbox"/> 410 Antitrust <input type="checkbox"/> 430 Banks and Banking <input type="checkbox"/> 450 Commerce <input type="checkbox"/> 460 Deportation <input type="checkbox"/> 470 Racketeer Influenced and Corrupt Organizations <input type="checkbox"/> 480 Consumer Credit <input type="checkbox"/> 490 Cable/Sat TV <input type="checkbox"/> 850 Securities/Commodities/Exchange <input type="checkbox"/> 890 Other Statutory Actions <input type="checkbox"/> 891 Agricultural Acts <input type="checkbox"/> 893 Environmental Matters <input type="checkbox"/> 895 Freedom of Information Act <input type="checkbox"/> 896 Arbitration <input type="checkbox"/> 899 Administrative Procedure Act/Review or Appeal of Agency Decision <input type="checkbox"/> 950 Constitutionality of State Statutes
REAL PROPERTY <input type="checkbox"/> 210 Land Condemnation <input type="checkbox"/> 220 Foreclosure <input type="checkbox"/> 230 Rent Lease & Ejectment <input type="checkbox"/> 240 Torts to Land <input type="checkbox"/> 245 Tort Product Liability <input type="checkbox"/> 290 All Other Real Property	CIVIL RIGHTS <input type="checkbox"/> 440 Other Civil Rights <input type="checkbox"/> 441 Voting <input type="checkbox"/> 442 Employment <input type="checkbox"/> 443 Housing/Accommodations <input type="checkbox"/> 445 Amer. w/Disabilities - Employment <input type="checkbox"/> 446 Amer. w/Disabilities - Other <input type="checkbox"/> 448 Education	PRISONER PETITIONS Habeas Corpus: <input type="checkbox"/> 463 Alien Detainee <input type="checkbox"/> 510 Motions to Vacate Sentence <input type="checkbox"/> 530 General <input type="checkbox"/> 535 Death Penalty Other: <input type="checkbox"/> 540 Mandamus & Other <input type="checkbox"/> 550 Civil Rights <input type="checkbox"/> 555 Prison Condition <input type="checkbox"/> 560 Civil Detainee - Conditions of Confinement			

V. ORIGIN (Place an "X" in One Box Only)

- ☐ 1 Original Proceeding ☒ 2 Removed from State Court ☐ 3 Remanded from Appellate Court ☐ 4 Reinstated or Reopened ☐ 5 Transferred from Another District (specify) ☐ 6 Multidistrict Litigation - Transfer ☐ 8 Multidistrict Litigation - Direct File

VI. CAUSE OF ACTION

Cite the U.S. Civil Statute under which you are filing (Do not cite jurisdictional statutes unless diversity):

28 U.S.C. 1332

Brief description of cause:

Wage and hour class action under California Labor Code**VII. REQUESTED IN COMPLAINT:**

☐ CHECK IF THIS IS A CLASS ACTION UNDER RULE 23, F.R.Cv.P.

DEMAND \$
0.00

CHECK YES only if demanded in complaint:

JURY DEMAND: ☒ Yes ☐ No**VIII. RELATED CASE(S) IF ANY**

(See instructions):

JUDGE _____

DOCKET NUMBER _____

DATE

09/04/2020

SIGNATURE OF ATTORNEY OF RECORD

/s/ Evan A. Pena

FOR OFFICE USE ONLY

RECEIPT # _____

AMOUNT _____

APPLYING IFP _____

JUDGE _____

MAG. JUDGE _____

Park v. LG Electronics U.S.A., Inc.

Attachment A to Civil Cover Sheet

1. PLAINTIFFS

(c) Attorneys (Firm Name, Address and Telephone Number)

Kevin Schwin
LAW OFFICE OF KEVIN SCHWIN
1220 East Olive Avenue
Fresno, CA 93728
Telephone: (559) 715-2889
Facsimile: (559) 221-6812
E-Mail: kevin@schwinlaw.com

Attorneys for Plaintiff Taijin Park

Briana M. Kim
Grace E. Pak
BRIANA KIM, PC
249 E. Ocean Blvd., Suite 814
Long Beach, CA 90802
Telephone: (714) 482-6301
Facsimile: (714) 482-6302
E-Mail: briana@brianakim.com
grace@brianakim.com

Attorneys for Plaintiff Taijin Park

PROOF OF SERVICE

Park v. LG Electronics U.S.A., Inc.
Case No.

STATE OF CALIFORNIA, COUNTY OF SAN DIEGO

At the time of service, I was over 18 years of age and not a party to this action. I am employed in the County of San Diego, State of California. My business address is 101 West Broadway, Ninth Floor, San Diego, CA 92101-8285.

On September 4, 2020, I served true copies of the following document(s) described as

CIVIL COVER SHEET

on the interested parties in this action as follows:

Kevin Schwin
LAW OFFICE OF KEVIN
SCHWIN
1220 East Olive Avenue
Fresno, CA 93728
Telephone: (559) 715-2889
Facsimile: (559) 221-6812
E-Mail: kevin@schwinlaw.com

Attorneys for Plaintiff Taijin Park

Briana M. Kim
Grace E. Pak
BRIANA KIM, PC
249 E. Ocean Blvd., Suite 814
Long Beach, CA 90802
Telephone: (714) 482-6301
Facsimile: (714) 482-6302
E-Mail: briana@brianakim.com
grace@brianakim.com

Attorneys for Plaintiff Taijin Park

BY E-MAIL OR ELECTRONIC TRANSMISSION: I caused a copy of the document(s) to be sent from e-mail address jgonzalez@paulplevin.com to the persons at the e-mail addresses listed in the Service List. I did not receive, within a reasonable time after the transmission, any electronic message or other indication that the transmission was unsuccessful.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

Executed on September 4, 2020, at San Diego, California.



Jennifer A. Gonzalez

SUM-100

SUMMONS (CITACION JUDICIAL)

FOR COURT USE ONLY
(SOLO PARA USO DE LA CORTE)
**NOTICE TO DEFENDANT:
(AVISO AL DEMANDADO):**

LG ELECTRONICS U.S.A., INC.; and DOES 1 through 10, inclusive,

ELECTRONICALLY FILEDSuperior Court of California,
County of Imperial
06/09/2020 at 03:34:42 PM

By: Michelle Garcia, Deputy Clerk

YOU ARE BEING SUED BY PLAINTIFF:**(LO ESTÁ DEMANDANDO EL DEMANDANTE):**

TAIJIN PARK, individually and on behalf of all others similarly situated,

NOTICE! You have been sued. The court may decide against you without your being heard unless you respond within 30 days. Read the information below.

You have 30 CALENDAR DAYS after this summons and legal papers are served on you to file a written response at this court and have a copy served on the plaintiff. A letter or phone call will not protect you. Your written response must be in proper legal form if you want the court to hear your case. There may be a court form that you can use for your response. You can find these court forms and more information at the California Courts Online Self-Help Center (www.courtinfo.ca.gov/selfhelp), your county law library, or the courthouse nearest you. If you cannot pay the filing fee, ask the court clerk for a fee waiver form. If you do not file your response on time, you may lose the case by default, and your wages, money, and property may be taken without further warning from the court.

There are other legal requirements. You may want to call an attorney right away. If you do not know an attorney, you may want to call an attorney referral service. If you cannot afford an attorney, you may be eligible for free legal services from a nonprofit legal services program. You can locate these nonprofit groups at the California Legal Services Web site (www.lawhelpcalifornia.org), the California Courts Online Self-Help Center (www.courtinfo.ca.gov/selfhelp), or by contacting your local court or county bar association. NOTE: The court has a statutory lien for waived fees and costs on any settlement or arbitration award of \$10,000 or more in a civil case. The court's lien must be paid before the court will dismiss the case.

AVISO! Lo han demandado. Si no responde dentro de 30 días, la corte puede decidir en su contra sin escuchar su versión. Lea la información a continuación.

Tiene 30 DÍAS DE CALENDARIO después de que le entreguen esta citación y papeles legales para presentar una respuesta por escrito en esta corte y hacer que se entregue una copia al demandante. Una carta o una llamada telefónica no lo protegen. Su respuesta por escrito tiene que estar en formato legal correcto si desea que procesen su caso en la corte. Es posible que haya un formulario que usted pueda usar para su respuesta. Puede encontrar estos formularios de la corte y más información en el Centro de Ayuda de las Cortes de California (www.sucorte.ca.gov), en la biblioteca de leyes de su condado o en la corte que le quede más cerca. Si no puede pagar la cuota de presentación, pida al secretario de la corte que le dé un formulario de exención de pago de cuotas. Si no presenta su respuesta a tiempo, puede perder el caso por incumplimiento y la corte le podrá quitar su sueldo, dinero y bienes sin más advertencia.

Hay otros requisitos legales. Es recomendable que llame a un abogado inmediatamente. Si no conoce a un abogado, puede llamar a un servicio de remisión a abogados. Si no puede pagar a un abogado, es posible que cumpla con los requisitos para obtener servicios legales gratuitos de un programa de servicios legales sin fines de lucro. Puede encontrar estos grupos sin fines de lucro en el sitio web de California Legal Services, (www.lawhelpcalifornia.org), en el Centro de Ayuda de las Cortes de California, (www.sucorte.ca.gov) o poniéndose en contacto con la corte o el colegio de abogados locales. AVISO: Por ley, la corte tiene derecho a reclamar las cuotas y los costos exentos por imponer un gravamen sobre cualquier recuperación de \$10,000 ó más de valor recibida mediante un acuerdo o una concesión de arbitraje en un caso de derecho civil. Tiene que pagar el gravamen de la corte antes de que la corte pueda desechar el caso.

The name and address of the court is:

(El nombre y dirección de la corte es): El Centro Courthouse
939 West Main Street
El Centro, California 92243

CASE NUMBER: (Número del Caso).

ECU001427

The name, address, and telephone number of plaintiff's attorney, or plaintiff without an attorney, is: (El nombre, la dirección y el número de teléfono del abogado del demandante, o del demandante que no tiene abogado, es):

Grace E. Pak, BRIANA KIM, PC, 249 East Ocean Boulevard, Suite 814, Long Beach, CA 90802

DATE:

(Fecha) 06/09/2020

Clerk, by

Maria Rhinehart / Clerk of Court (Secretario)

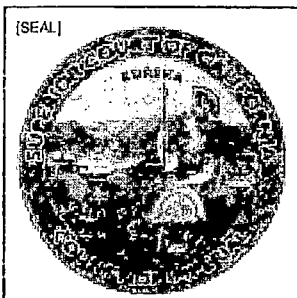
M. Garcia

Deputy

(Adjunto)

(For proof of service of this summons, use Proof of Service of Summons (form POS-010).)

(Para prueba de entrega de esta citación use el formulario Proof of Service of Summons, (POS-010).)

**NOTICE TO THE PERSON SERVED: You are served**

- ☐ as an individual defendant.
- ☐ as the person sued under the fictitious name of (specify):
- ☒ on behalf of (specify): LG ELECTRONICS U.S.A., INC.
under: ☒ CCP 416.10 (corporation) ☐ CCP 416.60 (minor)
☐ CCP 416.20 (defunct corporation) ☐ CCP 416.70 (conservatee)
☐ CCP 416.40 (association or partnership) ☐ CCP 416.90 (authorized person)
☐ other (specify):
- ☐ by personal delivery on (date)

Page 1 of 1

ATTORNEY OR PARTY WITHOUT ATTORNEY (Name, State Bar number, and address): Briana M. Kim (SBN 255966) Grace E. Pak (SBN 320847) BRIANA KIM, PC 249 East Ocean Boulevard, Suite 814, Long Beach, California 90802		FOR COURT USE ONLY	
TELEPHONE NO.: (714) 482-6301 FAX NO. (Optional): (714) 482-6302 ATTORNEY FOR (Name): Plaintiff Taijin Park		ELECTRONICALLY FILED Superior Court of California, County of Imperial 06/09/2020 at 03:33:15 PM By: Michelle Garcia, Deputy Clerk	
SUPERIOR COURT OF CALIFORNIA, COUNTY OF IMPERIAL STREET ADDRESS: 939 West Main Street MAILING ADDRESS: 939 West Main Street CITY AND ZIP CODE: El Centro, CA 92243 BRANCH NAME: El Centro Courthouse			
CASE NAME: Taijin Park v. LG Electronics U.S.A., Inc.			
CIVIL CASE COVER SHEET <input checked="" type="checkbox"/> Unlimited (Amount demanded exceeds \$25,000) <input type="checkbox"/> Limited (Amount demanded is \$25,000)		Complex Case Designation <input type="checkbox"/> Counter <input type="checkbox"/> Joinder Filed with first appearance by defendant (Cal. Rules of Court, rule 3.402)	
		CASE NUMBER: ECU001427	
		JUDGE: DEPT.: L Brooks Anderholt 9	

Items 1-6 below must be completed (see instructions on page 2).

1. Check one box below for the case type that best describes this case:

Auto Tort <input type="checkbox"/> Auto (22) <input type="checkbox"/> Uninsured motorist (46) Other PI/PD/WD (Personal Injury/Property Damage/Wrongful Death) Tort <input type="checkbox"/> Asbestos (04) <input type="checkbox"/> Product liability (24) <input type="checkbox"/> Medical malpractice (45) <input type="checkbox"/> Other PI/PD/WD (23) Non-PI/PD/WD (Other) Tort <input type="checkbox"/> Business tort/unfair business practice (07) <input type="checkbox"/> Civil rights (08) <input type="checkbox"/> Defamation (13) <input type="checkbox"/> Fraud (16) <input type="checkbox"/> Intellectual property (19) <input type="checkbox"/> Professional negligence (25) <input type="checkbox"/> Other non-PI/PD/WD tort (35) Employment <input type="checkbox"/> Wrongful termination (36) <input checked="" type="checkbox"/> Other employment (15)	Contract <input type="checkbox"/> Breach of contract/warranty (06) <input type="checkbox"/> Rule 3.740 collections (09) <input type="checkbox"/> Other collections (09) <input type="checkbox"/> Insurance coverage (18) <input type="checkbox"/> Other contract (37) Real Property <input type="checkbox"/> Eminent domain/Inverse condemnation (14) <input type="checkbox"/> Wrongful eviction (33) <input type="checkbox"/> Other real property (26) Unlawful Detainer <input type="checkbox"/> Commercial (31) <input type="checkbox"/> Residential (32) <input type="checkbox"/> Drugs (38) Judicial Review <input type="checkbox"/> Asset forfeiture (05) <input type="checkbox"/> Petition re: arbitration award (11) <input type="checkbox"/> Writ of mandate (02) <input type="checkbox"/> Other judicial review (39)	Provisionally Complex Civil Litigation (Cal. Rules of Court, rules 3.400-3.403) <input type="checkbox"/> Antitrust/Trade regulation (03) <input type="checkbox"/> Construction defect (10) <input type="checkbox"/> Mass tort (40) <input type="checkbox"/> Securities litigation (28) <input type="checkbox"/> Environmental/Toxic tort (30) <input type="checkbox"/> Insurance coverage claims arising from the above listed provisionally complex case types (41) Enforcement of Judgment <input type="checkbox"/> Enforcement of judgment (20) Miscellaneous Civil Complaint <input type="checkbox"/> RICO (27) <input type="checkbox"/> Other complaint (not specified above) (42) Miscellaneous Civil Petition <input type="checkbox"/> Partnership and corporate governance (21) <input type="checkbox"/> Other petition (not specified above) (43)
---	--	---

2. This case ☒ is ☐ is not complex under rule 3.400 of the California Rules of Court. If the case is complex, mark the factors requiring exceptional judicial management:

a. <input type="checkbox"/> Large number of separately represented parties b. <input checked="" type="checkbox"/> Extensive motion practice raising difficult or novel issues that will be time-consuming to resolve c. <input type="checkbox"/> Substantial amount of documentary evidence	d. <input checked="" type="checkbox"/> Large number of witnesses e. <input type="checkbox"/> Coordination with related actions pending in one or more courts in other counties, states, or countries, or in a federal court f. <input type="checkbox"/> Substantial postjudgment judicial supervision
---	---

3. Remedies sought (check all that apply): a. ☒ monetary b. ☐ nonmonetary; declaratory or injunctive relief c. ☐ punitive

4. Number of causes of action (specify):

5. This case ☒ is ☐ is not a class action suit.

6. If there are any known related cases, file and serve a notice of related case. (You may use form CM-015.)

Date: June 9, 2020
 Grace E. Pak

(TYPE OR PRINT NAME)

NOTICE

(SIGNATURE OF PARTY OR ATTORNEY FOR PARTY)

- Plaintiff must file this cover sheet with the first paper filed in the action or proceeding (except small claims cases or cases filed under the Probate Code, Family Code, or Welfare and Institutions Code). (Cal. Rules of Court, rule 3.220.) Failure to file may result in sanctions.
- File this cover sheet in addition to any cover sheet required by local court rule.
- If this case is complex under rule 3.400 et seq. of the California Rules of Court, you must serve a copy of this cover sheet on all other parties to the action or proceeding.
- Unless this is a collections case under rule 3.740 or a complex case, this cover sheet will be used for statistical purposes only.

Page 1 of 2

INSTRUCTIONS ON HOW TO COMPLETE THE COVER SHEET

CM-010

To Plaintiffs and Others Filing First Papers. If you are filing a first paper (for example, a complaint) in a civil case, you must complete and file, along with your first paper, the Civil Case Cover Sheet contained on page 1. This information will be used to compile statistics about the types and numbers of cases filed. You must complete items 1 through 6 on the sheet. In item 1, you must check one box for the case type that best describes the case. If the case fits both a general and a more specific type of case listed in item 1, check the more specific one. If the case has multiple causes of action, check the box that best indicates the **primary** cause of action. To assist you in completing the sheet, examples of the cases that belong under each case type in item 1 are provided below. A cover sheet must be filed only with your initial paper. Failure to file a cover sheet with the first paper filed in a civil case may subject a party, its counsel, or both to sanctions under rules 2.30 and 3.220 of the California Rules of Court.

To Parties in Rule 3.740 Collections Cases. A "collections case" under rule 3.740 is defined as an action for recovery of money owed in a sum stated to be certain that is not more than \$25,000, exclusive of interest and attorney's fees, arising from a transaction in which property, services, or money was acquired on credit. A collections case does not include an action seeking the following: (1) tort damages, (2) punitive damages, (3) recovery of real property, (4) recovery of personal property, or (5) a prejudgment writ of attachment. The identification of a case as a rule 3.740 collections case on this form means that it will be exempt from the general time-for-service requirements and case management rules, unless a defendant files a responsive pleading. A rule 3.740 collections case will be subject to the requirements for service and obtaining a judgment in rule 3.740.

To Parties in Complex Cases. In complex cases only, parties must also use the Civil Case Cover Sheet to designate whether the case is complex. If a plaintiff believes the case is complex under rule 3.400 of the California Rules of Court, this must be indicated by completing the appropriate boxes in items 1 and 2. If a plaintiff designates a case as complex, the cover sheet must be served with the complaint on all parties to the action. A defendant may file and serve no later than the time of its first appearance a joinder in the plaintiff's designation, a counter-designation that the case is not complex, or, if the plaintiff has made no designation, a designation that the case is complex.

CASE TYPES AND EXAMPLES

Auto Tort

Auto (22)—Personal Injury/Property Damage/Wrongful Death
Uninsured Motorist (46) *(if the case involves an uninsured motorist claim subject to arbitration, check this item instead of Auto)*

Other PI/PD/WD (Personal Injury/Property Damage/Wrongful Death) Tort

Asbestos (04)
Asbestos Property Damage
Asbestos Personal Injury/
Wrongful Death
Product Liability *(not asbestos or toxic/environmental)* (24)
Medical Malpractice (45)
Medical Malpractice—
Physicians & Surgeons
Other Professional Health Care Malpractice
Other PI/PD/WD (23)
Premises Liability (e.g., slip and fall)
Intentional Bodily Injury/PD/WD (e.g., assault, vandalism)
Intentional Infliction of Emotional Distress
Negligent Infliction of Emotional Distress
Other PI/PD/WD

Non-PI/PD/WD (Other) Tort

Business Tort/Unfair Business Practice (07)
Civil Rights (e.g., discrimination, false arrest) *(not civil harassment)* (08)
Defamation (e.g., slander, libel) (13)
Fraud (16)
Intellectual Property (19)
Professional Negligence (25)
Legal Malpractice
Other Professional Malpractice *(not medical or legal)*
Other Non-PI/PD/WD Tort (35)

Employment

Wrongful Termination (36)
Other Employment (15)

Contract

Breach of Contract/Warranty (06)
Breach of Rental/Lease
Contract *(not unlawful detainer or wrongful eviction)*
Contract/Warranty Breach—Seller Plaintiff *(not fraud or negligence)*
Negligent Breach of Contract/
Warranty
Other Breach of Contract/Warranty
Collections (e.g., money owed, open book accounts) (09)
Collection Case—Seller Plaintiff
Other Promissory Note/Collections Case
Insurance Coverage *(not provisionally complex)* (18)
Auto Subrogation
Other Coverage
Other Contract (37)
Contractual Fraud
Other Contract Dispute

Real Property

Eminent Domain/Inverse Condemnation (14)
Wrongful Eviction (33)
Other Real Property (e.g., quiet title) (26)
Writ of Possession of Real Property
Mortgage Foreclosure
Quiet Title
Other Real Property *(not eminent domain, landlord/tenant, or foreclosure)*

Unlawful Detainer

Commercial (31)
Residential (32)
Drugs (38) *(if the case involves illegal drugs, check this item; otherwise, report as Commercial or Residential)*

Judicial Review

Asset Forfeiture (05)
Petition Re: Arbitration Award (11)
Writ of Mandate (02)
Writ—Administrative Mandamus
Writ—Mandamus on Limited Court Case Matter
Writ—Other Limited Court Case Review
Other Judicial Review (39)
Review of Health Officer Order
Notice of Appeal—Labor Commissioner Appeals

Provisionally Complex Civil Litigation (Cal. Rules of Court Rules 3.400–3.403)

Antitrust/Trade Regulation (03)
Construction Defect (10)
Claims Involving Mass Tort (40)
Securities Litigation (28)
Environmental/Toxic Tort (30)
Insurance Coverage Claims *(arising from provisionally complex case type listed above)* (41)

Enforcement of Judgment

Enforcement of Judgment (20)
Abstract of Judgment (Out of County)
Confession of Judgment *(non-domestic relations)*
Sister State Judgment
Administrative Agency Award *(not unpaid taxes)*
Petition/Certification of Entry of Judgment on Unpaid Taxes
Other Enforcement of Judgment Case

Miscellaneous Civil Complaint

RICO (27)
Other Complaint *(not specified above)* (42)
Declaratory Relief Only
Injunctive Relief Only *(non-harassment)*
Mechanics Lien
Other Commercial Complaint Case *(non-tort/non-complex)*
Other Civil Complaint *(non-tort/non-complex)*

Miscellaneous Civil Petition

Partnership and Corporate Governance (21)
Other Petition *(not specified above)* (43)
Civil Harassment
Workplace Violence
Elder/Dependent Adult Abuse
Election Contest
Petition for Name Change
Petition for Relief From Late Claim
Other Civil Petition

FILED

Superior Court of California,
County of Imperial
06/09/2020 at 03:31:33 PM

By: Michelle Garcia, Deputy Clerk

**SUPERIOR COURT OF CALIFORNIA
COUNTY OF IMPERIAL**
939 Main Street
El Centro, California 92243

Taijin Park
Plaintiff/Petitioner,

vs.

LG Electronics U.S.A., Inc
Defendant/Respondent.

) Case No. ECU001427
)
)

) **Notice of:**
)

) **Case Management Conference**
)
)
)

TO ALL PARTIES AND/OR ATTORNEYS OF RECORD:


1. Notice is given that a **CASE MANAGEMENT CONFERENCE** has been scheduled as follows:

Case Management Conference: December 7, 2020 at 8:30 AM in El Centro Dept. 7.9

2. You must file and serve a completed Case Management Conference Statement at least fifteen (15) days before the case management conference.
3. You must be familiar with the case and be fully prepared to participate effectively in the case management conference.
4. At the case management conference the court may make pretrial orders, including the following:
- a) An order establishing a discovery schedule.
 - b) An order referring the case to arbitration.
 - c) An order dismissing fictitious defendants.
 - d) An order scheduling exchange of expert witness information.
 - e) An order setting subsequent conferences and the trial date.
 - f) Other orders to achieve the goals of the Trial Court Delay Reduction Act (Gov. Code § 68600 et seq.).
5. Parties wishing to appear by telephone must comply with CRC 3.670 and Local Rule 3.8.6.
6. **SANCTIONS:** If you do not file the Case Management Conference Statement required by CRC 3.725, or attend the case management conference or participate effectively in the conference, the Court may impose sanctions (including dismissal of the case, striking of the answer, and payment of money).

Date: 06/09/2020

Maria Rhinehart, Court Executive Officer

By: 
M. Garcia, Deputy Clerk

**Superior Court of California
County of Imperial
Alternative Dispute Resolution Information**

NOTICE: In all general civil cases, plaintiff and cross-complaints are required to serve this form on each defendant or new party to the action.

Alternative Dispute Resolution (ADR) may help resolve disputes without trial. ADR is usually less expensive, less formal and less time consuming than a trial. ADR can also be less adversarial and may provide parties with the opportunity for more creative and/or flexible outcomes than can be achieved in trial. Since various ADR methods may or may not be appropriate in any particular case, it is advisable to consult with an attorney about options available.

Mediation

An impartial person called a "mediator" helps the parties try to reach a mutually agreeable resolution of the dispute. The outcome is decided only by the parties. If the parties do not reach an agreement, the mediator does not make any decisions or recommendations to the court. Mediation is useful when the parties have a relationship they wish to preserve. Mediation may not be as useful if one of the parties is unwilling to compromise, or if one party has significant power over the other. The only court sponsored mediation service available in the Superior Court is for child custody and visitation.

Arbitration

An impartial person called an "arbitrator" listens to evidence and argument from both sides and then decides the outcome. Arbitration is less formal than a trial, and the rules of evidence may be relaxed. Pursuant to Imperial Superior Court Local Rules, Division 5 - Arbitration, Rule 3.5.0, all non-exempt unlimited civil cases where the amount in controversy does not exceed \$50,000 as to any plaintiff, and all limited civil cases shall be submitted to arbitration under CCP 1141.10 et seq.

Settlement Conference

The parties and their attorneys meet with a judicial officer to discuss possible settlement of the dispute. The judicial officer assists the parties in evaluating the strengths and weaknesses of the case, but does not make any decision. Settlement conferences are scheduled upon request of the parties and order of the judge assigned to the case.

Additional Information

For information on Superior Court of California, County of Imperial's arbitration process see the Local Rules at www.imperial.courts.ca.gov and Stipulation to Use of Alternative Dispute Resolution Process, Local Form GN-02.

ATTORNEY OR PARTY WITHOUT ATTORNEY (<i>Name, State Bar number, and address</i>): TELEPHONE NO.: _____ FAX NO. (<i>Optional</i>): _____ E-MAIL ADDRESS (<i>Optional</i>): _____ ATTORNEY FOR (<i>Name</i>): _____	FOR COURT USE ONLY
SUPERIOR COURT OF CALIFORNIA, COUNTY OF IMPERIAL 939 W. Main Street El Centro, CA 92243	
PETITIONER: RESPONDENT:	
STIPULATION TO USE OF ALTERNATIVE DISPUTE RESOLUTION PROCESS (California Rules of Court 3.221)	CASE NUMBER: _____

The parties and/or their attorneys stipulate that the matter is at issue and that this action shall be submitted to the following alternative dispute resolution process. Selection of any of these options will not delay any case management timelines.

_____ Court Ordered Non-Binding Arbitration (Cases valued at \$50,000 or less)

_____ Private Mediation

_____ Private Binding Arbitration

_____ Other (specify): _____

It is also stipulated that the following shall serve as arbitrator, mediator or other neutral:

Date: _____

Date: _____

Name of Plaintiff/Petitioner

Name of Defendant/Respondent

Signature of Plaintiff/Petitioner

Signature of Defendant/Respondent

Name of Plaintiff's Attorney

Name of Defendant's Attorney

Signature of Attorney

Signature of Attorney

ELECTRONICALLY FILEDSuperior Court of California,
County of Imperial**06/09/2020 at 03:32:00 PM**

By: Michelle Garcia, Deputy Clerk

Kevin M. Schwin (SBN 262595)
kevin@schwinlaw.com**SCHWIN LAW, PC**

1220 East Olive Avenue

Fresno, California 93728

Telephone: (559) 715-2889

Facsimile: (559) 221-6812

Briana M. Kim (SBN 255966)

briana@brianakim.com

Grace E. Pak (SBN 320847)

grace@brianakim.com**BRIANA KIM, PC**

249 E. Ocean Blvd., Suite 814

Long Beach, California 90802

Telephone: (714) 482-6301

Facsimile: (714) 482-6302

Attorneys for Plaintiff
TAIJIN PARKAssigned for all purposes to
Judge L. Brooks Anderholt
including trial**SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF IMPERIAL**TAIJIN PARK, individually and on behalf
of all others similarly situated,

Plaintiff,

v.

LG ELECTRONICS U.S.A., INC.; and
DOES 1 through 10, inclusive,

Defendants.

Case No. ECU001427

Unlimited Civil Case Over \$25,000

**COMPLAINT
[CLASS ACTION]**

1. Failure to Pay Minimum Wages;
2. Failure to Pay Overtime;
3. Failure to Provide Meal Periods;
4. Failure to Authorize and Permit Rest Periods;
5. Failure to Pay Vested Paid Time Off/Vacation Wages;
6. Waiting Time Penalties;
7. Failure to Maintain Accurate Payroll Records and Furnish Accurate Itemized Wage Statements; and
8. Unfair Business Practices.

[DEMAND FOR JURY TRIAL]

COMES NOW Plaintiff, and for his causes of action against Defendants, allege:

PARTIES AND JURISDICTION

1. Plaintiff Taijin Park ("Plaintiff") is an individual who, during the time periods relevant to this Complaint, was employed by Defendant LG Electronics U.S.A., Inc. ("Defendants") located in Calexico, California.

2. Defendants manufacture and distribute electronic products, home appliances, and mobile communications, including, but not limited to, televisions, cell phones, monitors, refrigerators, air conditioners, washing machines, and projectors, and have continuous and systematic business activities in Southern California. At all relevant times herein, Defendants served as one of the employers of Plaintiff and Class members.

3. Plaintiff brings this claim on behalf of himself and all others similarly situated as a class action.

4. Plaintiff is ignorant of the true names and capacities of the Defendants sued herein as Does One through Ten, but Plaintiff will seek leave to amend this Complaint to allege their true names and capacities once they are ascertained. Upon information and belief, Plaintiff make all allegations contained in this Complaint against all of the Defendants, including Does One through Ten.

FACTUAL BACKGROUND

5. This Complaint asserts claims against Defendants for violations of California Labor Code sections 201-203, 206.5, 226(a), 226.7, 227.3, 510, 512, 558, 558.1, 1174, 1182.12, 1194, and 1198 of the California Labor Code, violations of the applicable Commission wage order, and violations of section 17200 *et seq.* of the California Business and Professions Code.

6. Defendants employed non-exempt workers to perform various activities in California.

7. Plaintiff and other class members are subject to identical or nearly identical policies and procedures related to employee compensation. Defendants maintained a highly standardized human resources and management structure. These systematic and companywide policies were a cause of the illegal pay practices. Plaintiff and other class members were:

- a. Not paid for all hours worked in violation of the California Labor Code;
- b. Not paid for missed meal and/or rest periods in violation of the California Labor Code;

- c. Not paid all overtime wages at correctly computed rates in violation of the California Labor Code;
- d. Not paid all unused accrued vacation wages in violation of the California Labor Code; and
- e. Not provided with accurate itemized wage statements in violation of the California Labor Code.

8. Plaintiff and other class members are classified as non-exempt by Defendants and entitled to receive overtime pay.

9. Defendants employed Plaintiff from in or around May 2014 to on or about February 17, 2020. Defendants employed Plaintiff in a non-exempt position where his duties included without limitation, collecting and inputting data, setting up project management improvement plans based on the Company's policies/procedures, and scheduling, collecting, and logging total preventive maintenance ("TPM") plans. Throughout his employment, Plaintiff worked over eight (8) hours per workday and/or forty (40) hours per workweek without proper compensation as required by California State wage and hour laws.

10. Defendants engaged in activities including without limitation, requiring Plaintiff and other employees to review documents and attend internal company meetings beyond their scheduled shifts, and refusing to properly pay overtime payment requests.

11. At all relevant times mentioned herein, section 510(a) of the California Labor Code provided, in part:

Eight hours of labor constitutes a day's work. Any work in excess of eight hours in one workday and any work in excess of 40 hours in any one workweek and the first eight hours worked on the seventh day of work in any one workweek shall be compensated at the rate of no less than one and one-half times the regular rate of pay for an employee. Any work in excess of 12 hours in one day shall be compensated at the rate of no less than twice the regular rate of pay for an employee. In addition, any work in excess of eight hours on any seventh day of a workweek shall be compensated at the rate of no less than twice the regular rate of pay of an employee. Nothing in this section requires an employer to combine more than one rate of overtime compensation in order to calculate the amount to be paid to an employee for any hour of overtime work.

Cal. Lab. Code § 510(a).

12. Section 1194 of the California Labor Code provided:

Notwithstanding any agreement to work for a lesser wage, any employee receiving less than the legal minimum wage or the legal overtime compensation applicable to the employee is entitled to recover in a civil action the unpaid balance of the full amount of this minimum wage or overtime compensation, including interest thereon, reasonable attorney's fees, and costs of suit.

Cal. Lab. Code § 1194(a).

13. Defendants' failure to timely pay Plaintiff and other employees after discharge was in violation of California Labor Code sections 510 and 1194.

14. Defendants' employees are similarly situated in that Defendants failed to provide them with all required meal periods and rest periods, and failed to timely furnish them with a final paycheck encompassing all unpaid earned wages following separation of employment.

15. Defendants failed to provide Plaintiff and other employees the required meal periods by having Defendants' employees work through their lunches to perform work on their behalf, without being compensated for the missed meal periods.

16. The right to meal and rest periods has been codified in sections 226.7 and 512 of the California Labor Code. At all relevant times mentioned herein, section 226.7 provided:

(a) No employer shall require any employee to work during any meal or rest period mandated by an applicable order of the Industrial Welfare Commission.

(b) If an employer fails to provide an employee a meal period or rest period in accordance with an applicable order of the Industrial Welfare Commission, the employer shall pay the employee one additional hour of pay at the employee's regular rate of compensation for each work day that the meal or rest period is not provided.

Cal. Lab. Code § 226.7.

17. Employers are required to schedule meal periods before the end of the fifth hour of work. At all relevant times herein, the applicable Commission wage order provided in relevant part:

11. Meal Periods

(A) No employer shall employ any person for a work period of more than five (5) hours without a meal period of not less than 30 minutes, except that when a work period of not more than six (6) hours will complete the day's work the meal period may be waived by mutual consent of the employer and the employee.

...

(C) Unless the employee is relieved of all duty during a 30 minute meal period, the meal period shall be considered an "on duty" meal period and counted as time worked. An "on duty" meal period shall be permitted only when the nature of the work prevents an employee from being relieved of all duty and when by written agreement between the parties an on-the-job paid

meal period is agreed to. The written agreement shall state that the employee may, in writing, revoke the agreement at any time.

(D) If an employer fails to provide an employee a meal period in accordance with the applicable provisions of this order, the employer shall pay the employee one (1) hour of pay at the employee's regular rate of compensation for each workday that the meal period is not provided.

(E) In all places of employment where employees are required to eat on the premises, a suitable place for that purpose shall be designated.

...

12. Rest Periods

(A) Every employer shall authorize and permit all employees to take rest periods, which insofar as practicable shall be in the middle of each work period. The authorized rest period time shall be based on the total hours worked daily at the rate of ten (10) minutes net rest time per four (4) hours or major fraction thereof. However, a rest period need not be authorized for employees whose total daily work time is less than three and one-half (3 1/2) hours. Authorized rest period time shall be counted as hours worked for which there shall be no deduction from wages.

(B) If an employer fails to provide an employee a rest period in accordance with the applicable provisions of this order, the employer shall pay the employee one (1) hour of pay at the employee's regular rate of compensation for each workday that the rest period is not provided.

Wage Order No. 4-2001.

18. Defendants' employees were not provided with an additional hour of pay for each workday that the meal period was not properly provided. Defendants' employees were either precluded from enjoying their meal period or were denied a meal period before the end of the fifth hour of work because they were required to remain at the workplace and standby for duty.

19. Plaintiff and other employees were not provided a second 30-minute meal period despite working more than ten (10) hours in a workday as required by law.

20. In addition to being prevented from enjoying their legally mandated meal periods, Plaintiff and other employees were prevented from enjoying their rest period. Plaintiff and other employees were not provided with an additional hour of pay for each workday that the rest period was not properly provided.

21. Defendants' failure to pay Plaintiff and other employees for missed meal and rest periods systematically violated the mandatory requirements of sections 226.7 and 512 of the California Labor Code and the applicable wage order. As a result, Defendants' employees were routinely denied proper compensation for missed meal and rest periods.

22. Defendants' practices violate section 1198 of the California Labor Code which provided:

The maximum hours of work and the standard conditions of labor fixed by the commission shall be the maximum hours of work and the standard conditions of labor for employees. The employment of any employee for longer hours than those fixed by the order or under conditions of labor prohibited by the order is unlawful.

Cal. Lab. Code § 1198.

23. While employed by Defendants, Plaintiff did not get paid the minimum wage for all hours worked. California Labor Code section 1182.12 outlines the minimum wage rates for all industries, including Defendants.

24. At all relevant times herein mentioned herein, section 1182.12 of the California Labor Code provided:

(a) Notwithstanding any other provision of this part, on and after July 1, 2014, the minimum wage for all industries shall be not less than nine dollars (\$9) per hour, and on and after January 1, 2016, the minimum wage for all industries shall be not less than ten dollars (\$10) per hour.

(b) Notwithstanding subdivision (a), the minimum wage for all industries shall not be less than the amounts set forth in this subdivision, except when the scheduled increases in paragraphs (1) and (2) are temporarily suspended under subdivision (d).

(1) For any employer who employs 26 or more employees, the minimum wage shall be as follows:

(A) From January 1, 2017, to December 31, 2017, inclusive,—ten dollars and fifty cents (\$10.50) per hour.

(B) From January 1, 2018, to December 31, 2018, inclusive,—eleven dollars (\$11) per hour.

(C) From January 1, 2019, to December 31, 2019, inclusive,—twelve dollars (\$12) per hour.

(D) From January 1, 2020, to December 31, 2020, inclusive,—thirteen dollars (\$13) per hour.

Cal. Lab. Code § 1182.12.

25. In light of Defendants' failure to pay wage premiums for missed meal and rest periods, Defendants willfully failed to pay wages promptly upon Plaintiff and other employees' separation of employment with Defendants.

26. California Labor Code sections 201 and 202 provided that employees must receive wages earned and unpaid promptly upon termination or resignation. At all relevant times mentioned herein, the relevant portion of section 201(a) of the California Labor Code provided: "If an employer discharges an

employee, the wages earned and unpaid at the time of discharge are due and payable immediately.” Cal. Lab. Code § 201(a).

27. At all relevant times mentioned herein, the relevant portion of section 202(a) of the California Labor Code provided: “If an employee not having a written contract for a definite period quits his or her employment, his or her wages shall become due and payable not later than 72 hours thereafter.” Cal. Lab. Code § 202(a).

28. At all relevant times mentioned herein, section 203 of the California Labor Code provided:

If an employer willfully fails to pay, without abatement or reduction, in accordance with Sections 201, 201.5, 202 and 202.5, 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 action therefore is commenced; but the wages shall not continue for more than 30 days.

Cal. Lab. Code § 203.

29. Because Plaintiff who was separated from his employment did not receive wage premiums for missed meal and rest periods and did not receive all his final wages at the time required by California Labor Code sections 201-202, Plaintiff is entitled to continuing wages under Labor Code section 203.

30. Defendants’ conduct of denying Plaintiff and other employees of their unused accrued vacation time and pay violates the California Labor Code section 227.3, which requires an employer to pay upon separation of employment the employee’s pro rata share of vested vacation pay.

31. Defendants’ conduct of forcing Plaintiff and other employees to execute a release of wage claims in order to receive their final pay is unconscionable and in violation of California Labor Code section 206.5.

32. At all relevant times mentioned herein, section 206.5 of the California Labor Code provided, in part:

An employer shall not require the execution of a release of a claim or right on account of wages due, or to become due, or made as an advance on wages to be earned, unless payment of those wages has been made. A release required or executed in violation of the provisions of this section shall be null and void as between the employer and the employee.

33. Defendants' conduct of willfully failing to pay wages earned and unpaid promptly upon employee's termination or resignation violates the California Labor Code and also constitutes unfair competition and unlawful, unfair, and fraudulent acts and practices within the meaning of section 17200 *et seq.* of the California Business and Professions Code.

34. Defendants' failure to keep and furnish accurate itemized wage statements to each employee for all hours worked by employees is a violation of California Labor Code Sections 226. Defendants' employees were systematically deprived of wage statements that complied with requirements of section 226 of the California Labor Code.

35. At all relevant times mentioned herein, section 226 of the California Labor Code provided:

(a) An employer, semimonthly or at the time of each payment of wages, shall furnish to his or her employee, either as a detachable part of the check, draft, or voucher paying the employee's wages, or separately if wages are paid by personal check or cash, an accurate itemized statement in writing showing (1) gross wages earned, (2) total hours worked by the employee, except as provided in subdivision (j), (3) the number of piece-rate units earned and any applicable piece rate if the employee is paid on a piece-rate basis, (4) all deductions, provided that all deductions made on written orders of the employee may be aggregated and shown as one item, (5) net wages earned, (6) the inclusive dates of the period for which the employee is paid, (7) the name of the employee and only the last four digits of his or her social security number or an employee identification number other than a social security number, (8) the name and address of the legal entity that is the employer and, if the employer is a farm labor contractor, as defined in subdivision (b) of Section 1682, the name and address of the legal entity that secured the services of the employer, and (9) all applicable hourly rates in effect during the pay period and the corresponding number of hours worked at each hourly rate by the employee and, beginning July 1, 2013, if the employer is a temporary services employer as defined in Section 201.3, the rate of pay and the total hours worked for each temporary services assignment.

The deductions made from payment of wages shall be recorded in ink or other indelible form, properly dated, showing the month, day, and year, and a copy of the statement and the record of the deductions shall be kept on file by the employer for at least three years at the place of employment or at a central location within the State of California.

(e) An employee suffering injury as a result of a knowing and intentional failure by an employer to comply with subdivision (a) is entitled to recover the greater of all actual damages or fifty dollars (\$50) for the initial pay period in which a violation occurs and one hundred dollars (\$100) per employee for each violation in a subsequent pay period, not to exceed an aggregate penalty of four thousand dollars (\$4,000), and is entitled to an award of costs and reasonable attorney's fees.

Cal. Lab. Code § 226.

36. Defendants willfully and knowingly failed, and continue to fail, to pay compensation for unused accrued vacation in a prompt and timely manner to Defendants' employees upon separation of their employment with Defendants in violation of section 227.3 of the California Labor Code.

37. Defendants willfully and knowingly failed to accurately account and record the hours worked by Plaintiff and other employees.

38. Defendants' failure to maintain required payroll records showing the hours worked daily by and the wages paid to Defendants' employees is a violation of sections 226(a) and 1174 of the California Labor Code.

39. At all relevant times mentioned herein section 1174 of the California Labor Code provided, in part:

Every person employing labor in this state shall:

(c) Keep a record showing the names and addresses of all employees employed and the ages of all minors.

(d) Keep, at a central location in the state or at the plants or establishments at which employees are employed, payroll records showing the hours worked daily by and the wages paid to, and the number of piece-rate units earned by and any applicable piece rate paid to, employees employed at the respective plants or establishments. These records shall be kept in accordance with rules established for this purpose by the commission, but in any case shall be kept on file for not less than three years. An employer shall not prohibit an employee from maintaining a personal record of hours worked, or, if paid on a piece-rate basis, piece-rate units earned.

Cal. Lab. Code § 1174.

40. The net effect of Defendants' policy and practice, instituted and approved by company managers, is that Defendants willfully fail to pay wage premiums on account of missed meal and rest periods, fail to timely pay minimum wages and overtime, and fail to maintain required business records to save payroll costs. Defendants enjoy ill-gained profits at the expense of their employees.

CLASS-ACTION ALLEGATIONS

41. Plaintiff brings this action individually and as a class action pursuant to California Code of Civil Procedure section 382.

42. The Class members are defined as follows:

Class: All non-exempt employees of Defendants, who worked in the State of California at

any time during the period from four years before the filing of the Complaint through the date of the filing of a motion for class certification in this case.

43. The Class members are further defined into the following sub-classes:

A. Minimum Wage Sub-Class:

All non-exempt employees of Defendants, who worked in the State of California at any time during the period from four years before the filing of the Complaint through the date of the filing of a motion for class certification (i.e. "the Class Period") who worked at least one hour (or fraction thereof) during the Class Period with an effective rate of pay for that hour (or fraction thereof) of less than the applicable minimum wage rate.

B. Overtime Sub-Class:

All non-exempt employees of Defendants, who worked in the State of California at any time during the period from four years before the filing of the Complaint through the date of the filing of a motion for class certification (i.e. "the Class Period") who worked at least one overtime hour (or fraction thereof) during the Class Period with an effective rate of pay for that hour (or fraction thereof) of less than the applicable overtime premium wage rate.

C. Rest Period Sub-Class:

All non-exempt employees of Defendants, who worked in the State of California at any time during the period from four years before the filing of the Complaint through the date of the filing of a motion for class certification (i.e. "the Class Period") who were denied an opportunity to take a duty free rest period on at least one occasion during the Class Period and were not paid an additional hour of pay at the applicable regular rate of pay as compensation for the missed rest period.

D. Meal Period Sub-Class:

All non-exempt employees of Defendants, who worked in the State of California at any time during the period from four years before the filing of the Complaint through the date of the filing of a motion for class certification (i.e. "the Class Period") who were denied an opportunity to take a duty free meal period on at least one occasion during the Class Period and were not paid an additional hour of pay at the applicable regular rate of pay as compensation for the missed meal period.

E. Paid Time Off Sub-Class:

All non-exempt employees of Defendants, who worked in the State of California at any time during the period from four years before the filing of the Complaint through the date of the filing of a motion for class certification (i.e. "the Class Period") who were terminated or resigned during the Class Period and: (a) not paid all accrued, unused paid time off/vacation pay immediately upon termination of employment or within 72 hours of resignation; or (b) were required to sign a release of liability upon termination of employment in order to obtain their accrued, unused paid time off/vacation pay.

F. Waiting Time Penalty Sub-Class:

All non-exempt employees of Defendants, who worked for Defendants in the State of California at any time during the period from four years before the filing of the Complaint through the date of the filing of a motion for class certification (i.e. "the Class Period") who were who were terminated or resigned during the Class Period and were not paid all wages then due and owing immediately upon termination or within 72 hours of resignation.

1 44. Plaintiff reserves the right to modify the Class definition after further discovery.

2 45. Plaintiff contends Defendants, as to each Class member, failed to pay overtime
3 compensation to those who worked in excess of 40 hours per week and/or eight hours a day.

4 46. Plaintiff contends Defendants, as to each Class member, failed to provide meal and rest
5 periods, as required by sections 226.7 and 512 of the California Labor Code, and that Defendants'
6 failure to provide the legally mandated meal and rest periods entitles them to one additional hour of pay
7 for each workday he or she was not provided the proper meal period and one additional hour of pay for
8 each workday he or she was not provided the proper rest period.

9 47. Plaintiff contends Defendants, as to each Class member, failed to provide all unused
10 accrued vacation wages upon separation under Defendants' vacation policy, as required by section 227.3
11 of the California Labor Code.

12 48. Plaintiff contends that Defendants' conduct of inducing Plaintiff and each Class member
13 who separated from his/her employment to sign a release to obtain their final pay is unconscionable and
14 in violation of section 206.5 of the California Labor Code.

15 49. Plaintiff contends that Defendants' failure to make wage payments within the time
16 provided by sections 201, 202, and/or 204 of the California Labor Code has been and is "willful" within
17 the meaning of section 203 of the California Labor Code and that, accordingly, each Class member who
18 separated from his/her employment is entitled to the continuing wages provided for by section 203.

19 50. Plaintiff contends that Defendants' failure to record the proper beginning and end of each
20 work period, the meal periods, the total hours work during the pay period, the applicable rates of pay,
21 and the wages paid and that, accordingly, each Class member who separated from his or her
22 employment is entitled to civil penalties as provided in the California Labor Code section 226.3.

23 51. Numerosity. The number of Class members is great, believed to be in excess of 100
24 current and former employees. It therefore is impractical to join each class member as a named plaintiff.
25 Accordingly, utilization of a class action is the most economically feasible means of determining the
26 merits of this litigation.

27 52. Ascertainability. Despite the size of the proposed classes, the Class members are readily
28 ascertainable through an examination of the records that Defendants are required by law to keep.

1 Likewise, the dollar amount owed to each class member is readily ascertainable by an examination of
2 those same records.

3 53. Commonality. Common questions of fact and of law predominate in the class member's
4 claims over individual issues regarding the money owed to each class member. The questions include,
5 but are not limited to, the following:

6 a. Whether Defendants violated the applicable wage order and Labor Code section
7 510 by failing to pay overtime compensation to employees who worked in excess of 40 hours per
8 week and/or eight hours a day.

9 b. Whether the policies and practices of Defendants described in this Complaint
10 were and are illegal.

11 c. Whether Defendants failed to provide legally mandated meal and rest periods to
12 their employees.

13 d. Whether Defendants failed to pay one additional hour of pay at the employees'
14 regular rate of pay for each workday that the meal period was not provided and one additional
15 hour of pay at the employees' regular rate of pay for each workday that the rest period was not
16 provided.

17 e. Whether Defendants failed to pay minimum wages to their employees in violation
18 of section 1194 of the California Labor Code.

19 f. Whether Defendants failed to pay all wages in a timely fashion upon each and
20 every employee's discharge or resignation of employment, in violation of sections 201 and/or
21 202 of the California Labor Code.

22 g. Whether Defendants failed to pay for all unused accrued vacation pay upon each
23 and every employee's separation of employment, in violation of section 227.3 of the California
24 Labor Code.

25 h. Whether Defendants induced their employees to execute a release of claim or
26 right of wages due, or to become due, or made as an advance on wages to be earned, in violation
27 of section 206.5 of the California Labor Code.

28 i. Whether Defendants failed to keep accurate itemized wage statements showing

employees' gross wages earned and failed to make the contents of those personnel records available to the current and/or former employees at reasonable intervals and at reasonable times, in violation of sections 226 and 1174 of the California Labor Code.

j. Whether the conduct of Defendants constitutes unlawful, unfair, or fraudulent business practices.

k. Whether the conduct of Defendants constitutes unfair competition.

l. Whether their employees are entitled to restitution as a result of the conduct of Defendants in not providing employees with all wages earned and unpaid promptly upon termination or resignation.

m. Whether the misconduct of Defendants as alleged herein was intentional.

54. Community of Interest. There is a well-defined community of interest in the questions of law and fact common to the Class members.

55. Typicality. Plaintiff's claims are typical of the claims of the Class members, whose claims all arise from the same general of operative facts, namely, LG Electronics U.S.A., Inc., did not compensate and keep itemized records of gross wages, overtime hours, and unused accrued vacation wages of Plaintiff and other employees as required by sections 201-203, 206.5, 226, 226.7, 227.3, 510, 512, 1194, and 1198 of the California Labor Code, and the applicable wage order. The Plaintiff has no conflict of interest with the other Class members and are able to represent the Class members' interests fairly and adequately.

56. Superiority. A class action is a superior method for the fair and efficient adjudication of this controversy. The persons within the Class are so numerous that joinder of all of them is impracticable. The disposition of all claims of the members of the Class in a class action, rather than in individual actions, benefits the parties and the Court. The interest of the Class members in controlling the prosecution of separate claims against Defendants is small when compared with the efficiency of a class action.

57. Adequacy of Representation. Plaintiff is an adequate representative of the class, in that Plaintiff's claims are typical of those of the Class, and Plaintiff has the same interest in the litigation of this case as the Class members. Plaintiff is committed to vigorous prosecution of this case and has

1 retained competent counsel, experienced in litigation of this nature. Plaintiff is not subject to any
 2 individual defenses unique from those conceivably applicable to the Class as a whole.

3 58. Manageability. Although the number of Class members is great, believed to be in excess
 4 of 100 current and former employees, the matter is manageable as a class action and the data required to
 5 establish liability and prove damages is readily available, and almost all of it is available in
 6 computerized databases.

7 59. In addition to asserting class-action claims, pursuant to California Business and
 8 Professions Code section 17200 *et seq.*, Plaintiff asserts a claim on behalf of the general public. Plaintiff
 9 seeks to require Defendants to pay restitution of all monies wrongfully obtained by them through their
 10 unfair, unlawful, and/or deceptive business practices. A class action is necessary and appropriate
 11 because Defendants have engaged in the wrongful acts described herein as a general business practice.

12 **FIRST CAUSE OF ACTION**

13 **Failure to Pay Minimum Wages**

14 ***By Plaintiff, Acting Individually and for the Interests of All Class Members - Against All Defendants***

15 California Labor Code Sections 1182.12, 1194, 1194.2, 1198 and 8 California Code of Regulations
 16 Section 11040

17
 18 60. Plaintiff re-alleges and incorporates herein by reference paragraphs 1-59, inclusive, as
 19 though fully set forth herein.

20 61. Defendants had and have a legal obligation to pay minimum wages to all non-exempt
 21 employees for all hours for which the employees are subject to the control of Defendants.

22 62. Defendants failed to pay Plaintiff and the other class members all minimum wages due
 23 and owing them by failing to pay the class members minimum wages for all hours worked, including,
 24 but not limited to, for time spent reviewing documents and attending internal company meetings beyond
 25 their scheduled shifts,

26 63. Defendants knew or should have known that they were and are legally obligated to pay
 27 Plaintiffs the other class members at least minimum wages for all hours they were subject to the control
 28

of the employer. Yet, in willful, intentional and/or reckless disregard of the rights of Plaintiff and the other class members, Defendants failed and refused to pay any compensation for such hours.

64. Plaintiff and the other class members have been deprived of their rightfully earned minimum wages as a direct and proximate result of Defendants' failure and refusal to pay said compensation. Accordingly, Plaintiff and the other class members are entitled to recover all unpaid minimum wages and/or liquidated damages in an amount according to proof at trial, representing the applicable minimum wage rate at the time the wages became due and owing times the number of hours Plaintiff and the other class members were subject to the control of Defendants but not paid for, and an equal amount of liquidated damages, according to proof, plus interest thereon, attorney's fees and costs.

SECOND CAUSE OF ACTION

Failure to Pay Overtime Compensation

[By Plaintiff, Acting Individually and for the Interests of All Class Members - Against All Defendants]

California Labor Code Sections 510, 1194, 1198 and 8 California Code of Regulations Section 11040

65. Plaintiff re-alleges and incorporates herein by reference paragraphs 1-64, inclusive, as though fully set forth herein.

66. Labor Code section 1198 provides that it is unlawful for an employer to employ persons under conditions prohibited by the applicable wage orders.

67. California Labor Code section 510, and Industrial Welfare Commission Wage Order Number 4-2001 (8 C.C.R. § 11040) apply to the employment of Plaintiff and the other class members, and mandate that Plaintiff and the other class members be paid overtime premiums of 1.5 times the regular rate of pay for all hours worked in excess of 8 in a day and 40 in a week, and 2 times the regular rate of pay for all hours worked in excess of 12 in a day and 60 in a week.

68. Plaintiff and the other class members worked in excess of eight (8) hours in a workday and/or forty (40) hours in a workweek, and were not fully paid for all hours they were subject to the control of Defendants in those workdays and/or workweeks. Thus, Defendants have failed to pay Plaintiff and the other class members overtime premiums for all overtime hours worked.

69. Plaintiff and the other class members have been deprived of their rightfully earned overtime compensation as a direct and proximate result of Defendants' failure and refusal to pay said compensation. Accordingly, Plaintiff and the other class members are entitled to recover said compensation, in an amount to be determined at trial according to proof, plus interest thereon, attorney's fees and costs.

THIRD CAUSE OF ACTION

Failure to Provide Meal Periods

By Plaintiff, Acting Individually and for the Interests of All Class Members - Against All Defendants

California Labor Code Sections 226.7, 512, 1198 and 8 California Code of Regulations Section 11040

70. Plaintiff re-alleges and incorporates herein by reference paragraphs 1-69, inclusive, as though fully set forth herein.

71. Labor Code sections 226.7, 512, 1198, and the applicable Wage Order provide that it is generally unlawful for an employer to employ an employee for a work period of more than five hours per day without providing the employee with a meal period of not less than 30 minutes, or for an employer to employ an employee for a work period of more than 10 hours per day without providing the employee with a second meal period of not less than 30 minutes.

72. Defendants failed and refused to provide Plaintiff and the other class members with off-duty meal periods as required by law. Instead, Defendants often required Plaintiff and other class members to work through all or part of their meal breaks.

73. Pursuant to Labor Code section 226.7 and the applicable wage order(s), Plaintiff and the other class members are entitled to one hour of pay for each day Defendants did not provide them off-duty meal breaks.

74. Defendants have failed to pay and continue to fail to pay Plaintiff or any of the other class members one hour of pay for each day Defendants did not provide them off-duty meal breaks. Accordingly, Plaintiff and all of the other class members are entitled to recover said compensation, in an amount to be determined at trial according to proof, plus interest thereon from the dates of the meal period violations, and attorney's fees and costs.

FOURTH CAUSE OF ACTION

Failure to Authorize and Permit Rest Periods

By Plaintiff, Acting Individually and for the Interests of All Class Members - Against All Defendants

California Labor Code Sections 226.7, 512, 1198 and 8 California Code of Regulations Section 11040

75. Plaintiff re-alleges and incorporates herein by reference paragraphs 1-74, inclusive, as though fully set forth herein.

76. Labor Code sections 226.7, 1198, and the applicable Wage Order provide that it is generally mandate that employers authorize and permit all employees to take rest periods at the rate of 10 minutes net rest time per 4 hours worked.

77. Defendants failed and refused to provide Plaintiff and the other class members with off-duty rest periods as required by law. Instead, Defendants often required Plaintiff and other class members to work through all or part of their rest breaks.

78. Pursuant to Labor Code section 226.7 and the applicable wage order(s), Plaintiff and the other class members are entitled to one hour of pay for each day Defendants did not provide them off-duty meal breaks.

79. Defendants have failed to pay and continue to fail to pay Plaintiff or any of the other class members one hour of pay for each day Defendants did not provide them off-duty rest breaks. Accordingly, Plaintiff and all of the other class members are entitled to recover said compensation, in an amount to be determined at trial according to proof, plus interest thereon from the dates of the meal period violations, and attorney's fees and costs.

FIFTH CAUSE OF ACTION

Failure to Pay Vested Paid Time Off/Vacation Wages

By Plaintiff, Acting Individually and for the Interests of All Class Members - Against All Defendants

California Labor Code Sections 227.3 and 206.5

80. Plaintiff re-alleges and incorporates herein by reference paragraphs 1-79, inclusive, as though fully set forth herein.

81. At all times herein relevant, Labor Code section 227.3 provided that vacation time vests proportionately as labor is rendered. Once an employee accrues vacation, it is treated as wages and cannot be forfeited without compensation. Pursuant to Section 227.3, upon separation from Defendants, Plaintiff and Class members' vested vacation time remaining unused is "wages" that must be paid to them at their regular rate of pay.

82. During the relevant period, Defendants failed to compensate Plaintiff and other class members their unused accrued vacation time and pay at the time of separation. Rather, Defendants as a matter of policy or practice required Plaintiff and other class members to execute releases of liability in order to get their vested vacation wages, in violation of Labor Code section 206.5.

83. Accordingly, Plaintiff and Class members who separated from their employment are entitled to recover wages for all unused vacation time which was forfeited without compensation, in an amount to be proven at trial, and are further entitled to declaratory and/or injunctive relief in the form of an order invalidating any releases of liability signed as a condition of obtaining their vested paid time off, plus interest thereon from the date of separation of employment, attorneys' fees, and costs.

SIXTH CAUSE OF ACTION

Waiting Time Penalties

By Plaintiff, Acting Individually and for the Interests of All Class Members - Against All Defendants

California Labor Code Sections 201, 202, 203, and 206.5

84. Plaintiff re-alleges and incorporates herein by reference paragraphs 1-83, inclusive, as though fully set forth herein.

85. At all times herein relevant, Labor Code sections 201 and 202 provided that employees must receive wages earned and unpaid promptly upon termination or resignation.

86. Because Defendants have willfully failed to promptly pay lawful minimum wages earned, overtime compensation and compensation for meal and rest periods and other premiums as required by law upon termination or resignation, Defendants are liable for continuing wages under Labor Code section 203.

87. Further, Defendants forced Plaintiff and Class members to execute a release of wage

1 claims to obtain their final pay in violation of Labor Code section 206.5.

2 88. Accordingly, Plaintiff and Class members who separated from their employment are
3 entitled to continuing wages from the date on which their final wages were due until the date on which
4 Defendants failed to make payment of such wages, not to exceed thirty (30) days, and are further
5 entitled to declaratory and/or injunctive relief in the form of an order invalidating any releases of
6 liability signed as a condition of obtaining their final wages, plus interest thereon from the date of
7 separation of employment, attorneys' fees, and costs.

8 **SEVENTH CAUSE OF ACTION**

9 **Failure to Maintain Accurate Payroll Records and Furnish Accurate Itemized Wage Statements**

10 ***By Plaintiff, Acting Individually and for the Interests of All Class Members - Against All Defendants***

11 California Labor Code Sections 226, and 1174

12 89. Plaintiff re-alleges and incorporates herein by reference paragraphs 1-88, inclusive, as
13 though fully set forth herein.

14 90. At all times herein relevant, Labor Code section 226(a) required an employer to itemize
15 in wage statements all deductions from payment of wages and to accurately report total hours worked by
16 its employees.

17 91. Defendants have knowingly and intentionally failed to comply with Labor Code section
18 226(a) on each and every wage statement provided to Plaintiff and Class members.

19 92. California Labor Code section 1174 requires Defendants to keep, at a central location,
20 accurate information with respect to each employee.

21 93. Defendants failed to maintain accurate time-keeping records of the hours worked by
22 Plaintiff and Class members including without limitation, Defendants' failure to record the proper
23 beginning and end of each work period, the meal periods, the total hours worked during the pay period,
24 the applicable rates of pay, and the wages paid.

25 94. Accordingly, Plaintiff and Class members are entitled to the civil penalties, for which the
26 employer failed to provide wage deduction statements or failed to keep the records required as
27 prescribed in the California Labor Code sections 226 and 1174, plus attorneys' fees and costs.

28 ///

EIGHTH CAUSE OF ACTION

Unfair Business Practices

By Plaintiff, Acting Individually and for the Interests of All Class Members - Against All Defendants

California Business and Professions Code Sections 17200 *et seq.*

95. Plaintiff re-alleges and incorporates herein by reference paragraphs 1-93, inclusive, as though fully set forth herein.

96. Plaintiff suffered direct harm from the illegal business practices herein alleged.

97. Beginning at an exact date unknown, Defendants have committed acts of unfair business practice as defined in Business and Professions Code section 17200 *et seq.* by engaging in the following acts and practices: (1) failing to pay overtime compensation to employees who worked in excess of 40 hours per week and/or eight hours a day in violation of the California Labor Code; (2) failing to provide employees with legally mandated meal and rest periods in accordance with sections 226.7 and 512 of the California Labor Code, and the applicable wage order; (3) failing to pay all vested vacation time and pay upon separation of employment to the employees as wages at the employees' final rate of pay, in violation of section 227.3 of the California Labor Code; (4) inducing the employees to execute a release of wage claims to obtain their final pay, in violation of section 206.5 of the California Labor Code; (5) failing to pay minimum wages to employees at termination in violation of the California Labor Code; (6) requiring employees to work without paying wages earned and unpaid promptly upon termination or resignation, in violation of California Labor Code sections 201 and 202; and (7) failing to maintain and furnish a wage deduction statement of payroll records.

98. The violation of Defendants of the applicable wage order is in contravention of state law and, consequently, constitutes an unlawful business act or practice within the meaning of Business and Professions Code section 17200 *et seq.*

99. Labor Code section 90.5(a) articulates the public policy of this State to enforce minimum labor standards vigorously.

100. Through the wrongful and illegal conduct alleged herein, Defendants have acted contrary to the public policy of this State.

101. As a result of the violations of the UCL, Defendants have unjustly enriched themselves at

1 the expense of their employees.

2 102. To prevent this unjust enrichment, Defendants should be required to make restitution to
3 their employees, as identified in this Complaint (and as will be identified through discovery into
4 Defendants' books and records, if any).

5 103. Plaintiff requests that the Court enter such orders or judgments as may be necessary to
6 restore to any person in interest any money that may have been acquired by means of such unfair
7 practices, as provided in section 17203 of the California Business and Professions Code.

8 104. Plaintiff is a "person" within the meaning of section 17204 of the California Business and
9 Professions Code, and have standing to bring this cause of action.

10 105. Pursuant to section 17203 of the California Code of Civil Procedure, Plaintiff requests
11 restitution of all sums obtained by Defendants in violation of section 17200 *et seq.* of the California
12 Business and Professions Code for the period of time from the four years preceding the filing of the
13 Complaint.

14 106. The named Plaintiff is a person who has suffered damage as a result of the unlawful
15 actions of Defendants herein alleged. The actions of Defendants herein alleged are in violation of
16 statute, the applicable wage order and in contravention of established public policy, and, accordingly, a
17 court order compelling them to make restitution is a vindication of an important public right. The extent
18 to which Defendants have been unjustly enriched as a result of their unlawful and unfair business
19 practices is a matter that can be ascertained by examination of the payroll and accounting records that
20 Defendants are required by law to keep and maintain and that Defendants have kept and maintained.

21 107. The conduct of Defendants, as alleged herein, has been deleterious to Plaintiff. Plaintiff's
22 efforts in securing the requested relief will result "in the enforcement of an important right affecting the
23 public interest." Cal. Civ. Proc. Code § 1021.5. Moreover, because "the necessity and financial burden
24 of private enforcement . . . are such as to make [an attorney's fee] award appropriate, and [because
25 attorney's] fees should not in the interest of justice be paid out of the recovery, if any," Cal. Civ. Proc.
26 Code § 1021.5, Plaintiff requests that the Court also award reasonable attorney's fees pursuant to the
27 provisions of section 1021.5 of the California Code of Civil Procedure.

28 108. Pursuant to section 17205, the remedies and penalties provided by section 17200 *et seq.*

are cumulative to the remedies and penalties available under all other laws of this state.

PRAYER FOR RELIEF

WHEREFORE, Plaintiff prays for judgment against Defendants as follows:

1. That, with respect to the First Cause of Action, it be adjudged that the failure of Defendants to timely provide Plaintiff and Class members their minimum wages entitle them to said wages, plus liquidated damages in an amount according to proof, interest thereon, reasonable attorney's fees and cost of suit. That, the failure to make payment of wages within the time prescribed by sections 201 and/or 202 of the California Labor Code was "willful," and that this Court award Plaintiff and Class members continuing wages in an amount according to proof.

2. That, with respect to the Second Cause of Action, it be adjudged that the failure of Defendants to timely provide Plaintiff and Class members their overtime wages entitle them to said wages in an amount according to proof, interest thereon, reasonable attorney's fees and cost of suit.

3. That, with respect to the Third Cause of Action, it be adjudged that the failure of Defendants to provide Plaintiff and Class members proper meal periods entitles them to one additional hour of pay for each day a meal period was missed, in an amount according to proof, interest thereon, reasonable attorney's fees and cost of suit..

4. That, with respect to the Fourth Cause of Action, it be adjudged that the failure of Defendants to provide Plaintiff and Class members proper rest periods entitles them to one additional hour of pay for each day a rest period was missed, in an amount according to proof, interest thereon, reasonable attorney's fees and cost of suit.

5. That, with respect to the Fifth Cause of action, it be adjudged that the failure of Defendants to compensate Plaintiff and Class members all their unused accrued vacation time entitled them to wages on a pro rata share of their vacation pay, in an amount according to proof, interest thereon, reasonable attorney's fees and cost of suit, along with declaratory and/or injunctive relief in the form of an order invalidating any releases of liability signed on condition of receiving vested vacation wages.

6. That, with respect to the Sixth Cause of Action, it be adjudged that the failure of Defendants to timely provide Plaintiff and Class members their unpaid minimum wages, vacation pay,

and overtime entitles them to waiting time penalties in an amount according to proof, interest thereon, reasonable attorney's fees and cost of suit, along with declaratory and/or injunctive relief in the form of an order invalidating any releases of liability signed on condition of receiving their final wages.

7. That, with respect to the Seventh Cause of Action, it be adjudged that the failure of Defendants to keep and maintain required payroll records and furnish accurate itemized statements entitles Plaintiff and Class members to the greater of all actual damages or fifty dollars (\$50) for the initial pay period in which a violation occurs and one hundred dollars (\$100) per employee for each violation in a subsequent pay period, not to exceed an aggregate penalty of four thousand dollars (\$4,000), plus reasonable attorney's fees and costs under Labor Code section 226(e), in addition to five hundred dollars (\$500) per employee under Labor Code section 1174.5.

8. That, with respect to the Eighth Cause of Action, it be adjudged that Defendants' violations of sections 201-203, 206.5, 226, 226.7, 227.3, 510, 1174, 1182.12, 1194, and 1198 of the California Labor Code, violated section 17200 *et seq.* of the California Business and Professions Code. Accordingly, Plaintiff requests that the Court order Defendants to pay restitution in the form of minimum wages as outline in section 1182.12 of the Labor Code, overtime compensation, underpaid compensation for missed meal period and rest periods and continuing wages unlawfully retained by Defendants, with interest. Finally, Plaintiff requests that the Court award Plaintiff his reasonable attorney's fees and costs incurred in the prosecution of the Sixth Cause of Action pursuant to section 1021.5 of the California Code of Civil Procedure.

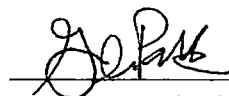
9. That, with respect to all Causes of Action, for such further relief as the Court may order.

DEMAND FOR JURY TRIAL

Plaintiff hereby requests a trial by jury as to all causes of action.

Dated: June 9, 2020

SCHWIN LAW, PC
BRIANA KIM, PC



Kevin M. Schwin
Grace E. Pak
Attorneys for Plaintiff Taijin Park



Notice of Service of Process

TMM / ALL
Transmittal Number: 21855174
Date Processed: 08/06/2020

Primary Contact: Jin Chung
LG Electronics U.S.A., Inc.
1000 Sylvan Ave
Englewood Cliffs, NJ 07632-3302

Electronic copy provided to: Mediaa Saiphoo
Ronald Wasinger
Lisa Cho

Entity: LG Electronics U.S.A., Inc.
Entity ID Number 0001798

Entity Served: LG Electronics U.S.A., Inc.

Title of Action: Jaijin Park, Individually and on behalf of All Others Similarly Situated vs. LG Electronics U.S.A., Inc

Matter Name/ID: Jaijin Park, Individually and on behalf of All Others Similarly Situated vs. LG Electronics U.S.A., Inc (10422066)

Document(s) Type: Summons/Complaint

Nature of Action: Class Action

Court/Agency: Imperial County Superior Court, CA

Case/Reference No: ECU001427

Jurisdiction Served: California

Date Served on CSC: 08/05/2020

Answer or Appearance Due: 30 Days

Originally Served On: CSC

How Served: Personal Service

Sender Information: Briana M. Kim
714-482-6301

Information contained on this transmittal form is for record keeping, notification and forwarding the attached document(s). It does not constitute a legal opinion. The recipient is responsible for interpreting the documents and taking appropriate action.

To avoid potential delay, please do not send your response to CSC

251 Little Falls Drive, Wilmington, Delaware 19808-1674 (888) 690-2882 | sop@cscglobal.com



March 24, 2020

VIA U.S. MAIL

LG ELECTRONICS U.S.A., INC.
2710 Gateway Oaks Drive, Suite 150N
Sacramento, CA 95833

RE: **CONFIDENTIAL SETTLEMENT COMMUNICATION (Evid. Code §1152):**
Taijin Park v. LG Electronics U.S.A., Inc.

To Whom It May Concern:

Please be advised that this firm has been retained to represent the interests of Mr. Taijin Park in connection with certain claims he has arising out of his former employment with LG Electronics U.S.A., Inc. (“LG Electronics” or the “Company”). We have reviewed the facts surrounding Mr. Park’s employment and termination and believe he can prove multiple violations of the California Labor Code and his common law claim for constructive discharge.

Given that this letter contains “settlement discussions,” it is being sent pursuant to the protections provided under Evidence Code sections 1115 and 1152, along with the relevant sections of the Code of Civil Procedure, and neither the existence nor the contents of this letter are admissible in court.

REQUEST FOR PRODUCTION OF EMPLOYMENT RECORDS

First, pursuant to California Labor Code section 432, we request a copy of any documents signed by Mr. Park which relate to obtaining or holding employment with LG Electronics. These records must be provided promptly. Next, pursuant to California Labor Code sections 226, 432, and 1198.5, please provide us with copies of Mr. Park’s personnel and payroll records. Under the Labor Code, Mr. Park’s “personnel records” include, among other things, documents pertaining to his performance at LG Electronics. These records must be provided within 30 days. With respect to the payroll records, pursuant to California Labor Code section 226, LG Electronics must provide these records within 21 days. We request records for Mr. Park’s entire employment. Please find enclosed with this request an authorization to release Mr. Park’s file.

REQUEST FOR PRESERVATION OF EVIDENCE

Further, please allow this letter to reconfirm your obligation to suspend any routine deletion practices that would otherwise occur, and to preserve any and all evidentiary items relating to Mr. Park’s employment with LG Electronics, including, but not limited to, video, digital records, audio recordings, photographs, statements, documents, e-mails, and personnel records. Importantly, all electronically

stored data must be preserved in native format with the metadata intact. Please note that it is imperative that you take affirmative steps to preserve these items as the failure to do so may constitute negligent or intentional spoliation of evidence, in which case we would seek evidentiary, issue, and/or terminating sanctions. (*See* Cal. Code Civ. Proc. §§ 2023.010, et seq.).

FACTUAL SUMMARY OF MR. PARK'S CLAIMS

In or around May 2014, Mr. Park began working for LG Electronics in the manufacturing department as an Assistant Manager. In this capacity, Mr. Park performed non-exempt duties including without limitation, collecting and inputting data, setting up project management improvement plans based on the Company's policies/procedures, and scheduling, collecting, and logging total preventive maintenance (TPM) plans. Throughout his employment, Mr. Park executed his duties with the utmost professionalism.

While employed, Mr. Park was consistently scheduled to work at least five times/workweek (e.g., Monday through Friday) for at least ten hours/day (e.g., 7 a.m. to 5 p.m.). Nevertheless, LG Electronics failed to provide Mr. Park his overtime compensation despite working for over eight hours/day and performing exclusively non-exempt tasks.

While employed, Mr. Park complained to LG Electronics about the Company's failure to timely/properly pay him for the amount of overtime work he performed on its behalf; however, LG Electronics simply chose to ignore Mr. Park's complaints. Instead, LG Electronics relocated Mr. Park to four (4) different positions and/or departments which were not comparable to the position for which he was first hired.

On or about January 24, 2019, Mr. Park then notified LG Electronics of his need to exercise leave under the California Family Rights Act ("CFRA") to care for his child, starting from March 4, 2019 through May 26, 2019. Upon his return, however, Mr. Park was again relocated to a non-exempt, Specialist position for pretextual performance issues. Thereafter, LG Electronics suddenly denied Mr. Park his annual salary increase despite receiving stellar performance evaluations throughout his employment. In response, Mr. Park had no alternative but to separate from employment with LG Electronics on or about February 17, 2020.

At the time of his termination, Mr. Park was earning approximately \$27.80/hour. To date, Mr. Park has not found comparable employment and still suffers significant emotional distress due to his workplace circumstances.

INVITATION FOR CONFIDENTIAL SETTLEMENT NEGOTIATIONS

While employed, LG Electronics forced Mr. Park to work through each of his statutorily authorized meal and rest breaks. Mr. Park worked approximately 698 days from May 1, 2017 to February 17, 2020. Since LG Electronics intentionally misclassified Mr. Park to avoid providing him rest period premiums and overtime compensation, LG Electronics' wage and hour exposure if an individual lawsuit is pursued shall include at least the following:

Damages	Calculation	Total
1. Liquidated damages for time spent working at the store before and after his scheduled hours pursuant to California Labor Code section 1194.2¹	10.1 hours/week (based on a 5-day workweek assumption) × 34 weeks × \$10.50/hour + 10.1 hours/week × 52 weeks × \$11.00/hour + 10.1 hours/week × 52 weeks × \$12.00/hour + 10.1 hours/week × 6 weeks × \$13.00/hour	\$16,473.10
2. Unpaid overtime for time spent working at the store before and after his scheduled hours	10.1 hours/week (based on a 5-day workweek assumption) × 146 weeks × \$27.80/hour × 1.5	\$61,490.82
3. Missed rest periods pursuant to California Labor Code section 226.7	168 missed rest periods (based on a 5-day workweek assumption) × \$10.50/missed rest period + 250 missed rest periods × \$11.00/missed meal period + 249 missed rest periods × \$12.00/missed rest period + 31 missed rest periods × \$13.00/missed rest period	\$7,905.00
4. Damages provided under Labor Code section 226(e), including \$50 for the initial violation and \$100 for each subsequent violation for each pay period, not to exceed \$4,000		Up to \$4,000.00
5. Continuing wages pursuant to California Labor Code section 203	10.1 hours/week ÷ 5 days/week = 2.02 hours/day; 8 hours/day × \$27.80/hour + 2.02 hours/day × \$27.80/hour × 1.5 × 30 days	\$9,199.02

¹ “[A]n employee shall be entitled to recover liquidated damages in an amount equal to the [minimum] wages unlawfully unpaid and interest thereon.” (Cal. Lab. Code § 1194.2; *see also* Cal. Lab. Code § 1182.12.)

6. Interest		TBD
7. Total		\$99,067.94

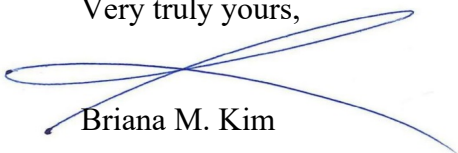
Ultimately, LG Electronics constructively fired Mr. Park for engaging in his protected legal rights to take leave under the CFRA and complaining about LG Electronics' failure to comply with the California Labor Code. (*See Turner v. Anheuser-Busch, Inc.* (1994) 7 Cal.4th 1238, 1245); *see also Rochlis v. Walt Disney Co.* (1993) 19 Cal.App.4th 210, 212.) As a result of LG Electronics' conduct, Mr. Park has been significantly damaged. He has suffered from anxiety and depression as a result of the termination, which has impacted his ability to find replacement work. He also suffered significant economic loss as LG Electronics has not properly/timely compensated him to date.

Please advise if you would like to discuss resolution of this matter before we initiate litigation. While Mr. Park is prepared to litigate his claims, including pursuing his wage-and-hour damages as a PAGA representative, he has first authorized us to explore the potential for pre-litigation resolution. Because the claims at issue are fee-bearing claims, whereby LG Electronics will be liable for Mr. Park's attorneys' fees after he prevails, it behooves LG Electronics to carefully examine this matter, including by consulting with California employment counsel, before significant litigation activity commences. LG Electronics should also immediately give notice of Mr. Park's claims to its liability insurance carrier(s), if any.

If we are not able to resolve this matter short of litigation, our client has instructed us to file a civil action on his behalf where we intend to seek the full measure of the relief available to him. Please contact us within **14 days** of this letter to discuss this issue.

We look forward to hearing from you and to your cooperation on these matters. Please do not hesitate to contact us directly if you have any questions or concerns. Thank you.

Very truly yours,



Briana M. Kim



AUTHORIZATION - RELEASE OF EMPLOYMENT INFORMATION

Name of Employee: Taijin Park
Date of Occurrence: February 17, 2020
Date of Birth: September 5, 1981
Social Security No.: XXX-XX-1477
Expiration Date: February 17, 2021

Notice to Employer LG ELECTRONICS U.S.A., INC.:

You are hereby authorized to allow **BRIANA KIM, PC**, its agent, representative, independent contractor, attorney, or employee, to examine, copy or photostat all employment records pertaining to the employment or earnings of the above employee.

This authorization is valid up to the above-referenced expiration date or until the action is concluded, whichever shall first occur.

Notice to Employee:

If this authorization is used in connection with a claim for medical, hospital, life, or disability benefits or damages arising from a claim for personal injuries, the use of the information obtained will be limited to the processing or investigation of said claim, or any adversary proceeding resulting therefrom. The information obtained may be disclosed to any employee of **BRIANA KIM, PC**, or its agent, representative, independent contractor, or doctor engaged for the investigation or processing of said claim.

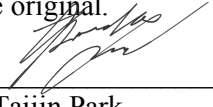
If this authorization is used in connection with any claim for other than medical, hospital, life, or disability benefits, the medical information obtained may be disclosed or used for any purpose authorized by law.

I have the right to revoke this authorization at any time, provided that I do so in writing. If I revoke my Authorization, Briana Kim, PC and Employer will no longer use or disclose the information about me for the reasons covered by this written Authorization, but Briana Kim, PC and Employer cannot take back any uses or disclosures already made with my permission. To revoke this Authorization, I must send a written statement to Briana Kim, PC and Employer that identifies the date I signed this Authorization, the recipient of the information identified in this Authorization (Briana Kim, PC), and states that I am revoking this Authorization.

I understand that I am entitled to a copy of this authorization and acknowledge receipt of a copy.

I have reviewed and I understand this authorization. **I am specifically put on notice that records disclosed through this Authorization may be disclosed to others without the protection of HIPAA regulations.** I also understand that a copy of this authorization is as valid as the original.

DATED: 03-10-2020,

Signed: 
Taijin Park

A PHOTOCOPY OF THIS ORIGINAL IS TO BE TREATED AS THE ORIGINAL

State of Delaware
Office of the Secretary of State

PAGE 1

I, WILLIAM T. QUILLEN, SECRETARY OF STATE OF THE STATE OF DELAWARE, DO HEREBY CERTIFY THE ATTACHED IS A TRUE AND CORRECT COPY OF THE CERTIFICATE OF INCORPORATION OF "GOLD STAR ELECTRONICS INTERNATIONAL, INC.", FILED IN THIS OFFICE ON THE SEVENTH DAY OF AUGUST, A.D. 1978, AT 9 O'CLOCK A.M.



William T. Quillen

William T. Quillen, Secretary of State

0858252 8100

AUTHENTICATION: 7104326

944075026

DATE: 04-28-94 EXHIBIT D - 36

Certificate of Incorporation

OF

GOLD STAR ELECTRONICS INTERNATIONAL, INC.

FIRST. — The name of this Corporation is GOLD STAR ELECTRONICS INTERNATIONAL, INC.

SECOND. — Its registered office and place of business in the State of Delaware is to be located at 410 South State Street ~~XXXXXX~~ in the City of Dover, County of Kent. The Registered Agent in charge thereof is XL CORPORATE SERVICES, INC.

THIRD. — The nature of the business and, the objects and purposes proposed to be transacted, promoted and carried on, are to do any or all the things herein mentioned, as fully and to the same extent as natural persons might or could do, and in any part of the world, viz

The purpose of the corporation is to engage in any lawful act or activity for which corporations may be organized under the General Corporation Law of Delaware.

FOURTH. — The corporation shall be authorized to issue One Thousand (1,000) Shares at No Par Value.

FIFTH. — The name and address of the incorporator is as follows: Cheryl Morris,
26 The Green, Dover, Delaware 19901.

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SIXTH. — The Directors shall have power to make and to alter or amend the By-Laws; to fix the amount to be reserved as working capital, and to authorize and cause to be executed, mortgages and liens without limit as to the amount, upon the property and franchise of this Corporation.

With the consent in writing, and pursuant to a vote of the holders of a majority of the capital stock issued and outstanding, the Directors shall have authority to dispose, in any manner of the whole property of this corporation.

The By-laws shall determine whether and to what extent the accounts and books of this corporation, or any of them, shall be open to the inspection of the stockholders; and no stockholder shall have any right of inspecting any account, or book, or document of this Corporation, except as conferred by the law or the By-laws, or by resolution of the stockholders.

The stockholders and directors shall have power to hold their meetings and keep the books, documents and papers of the corporation outside of the State of Delaware, at such places as may be from time to time designated by the By-laws or by resolution of the stockholders or directors, except as otherwise required by the laws of Delaware.

It is the intention that the objects, purposes and powers specified in the third paragraph hereof shall, except where otherwise specified in said paragraph, be nowise limited or restricted by reference to or inference from the terms of any other clause or paragraph in this certificate of incorporation, but that the objects, purposes and powers specified in the third paragraph and in each of the clauses or paragraphs of this charter shall be regarded as independent objects, purposes and powers.

SEVENTH The corporation shall, to the full extent permitted by Section 145 of the Delaware General Corporation Law, as amended from time to time, indemnify all persons whom it may indemnify pursuant thereto.

IN WITNESS WHEREOF, I have hereunto set my hand and seal this 7th

day of August

1978.

Dated at Dover, Delaware

Chris Morris (SEAL)

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In the presence of

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State of Delaware

Office of the Secretary of State

PAGE 1

I, EDWARD J. FREEL, SECRETARY OF STATE OF THE STATE OF DELAWARE, DO HEREBY CERTIFY THE ATTACHED IS A TRUE AND CORRECT COPY OF THE CERTIFICATE OF AMENDMENT OF "GOLDSTAR U.S.A., INC.", CHANGING ITS NAME FROM "GOLDSTAR U.S.A., INC." TO "LG ELECTRONICS U.S.A., INC.", FILED IN THIS OFFICE ON THE THIRD DAY OF MARCH, A.D. 1995, AT 2 O'CLOCK P.M.



A handwritten signature in blue ink, reading "Edward J. Freel".

Edward J. Freel, Secretary of State

AUTHENTICATION:

DATE:

0858252 8100

950079171

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04-12-95 EXHIBIT E - 39

STATE OF DELAWARE
SECRETARY OF STATE
DIVISION OF CORPORATIONS
FILED 02:00 PM 03/03/1995
950048187 - 858252

**CERTIFICATE OF AMENDMENT OF
CERTIFICATE OF INCORPORATION
OF
GOLDSTAR U.S.A., INC.**

It is hereby certified that :

1. The name of the corporation(hereinafter called the "corporation")is Goldstar U.S.A.,Inc.

2. The certificate of incorporation of the corporation is hereby amended by striking out the whole of Article First thereof and by substituting in lieu of said Article the following new Article:

"FIRST : The name of corporation is LG Electronics U.S.A., Inc."

3. The amendment of certificate of incorporation herein certified has been duly adopted in accordance with the provisions of Sections 22B and 242 of the General Corporation Law of State of Delaware.

4. The effective time of the amendment herein certified shall be March 1 ,1995.

Signed and attested to on February 27 ,1995



N.K.Woo, President

Attest :



M.S.Shin, Secretary

1 HOLLIS R. PETERSON (SBN 254535)
hpeterson@paulplevin.com
2 AARON A. BUCKLEY (SBN 202081)
abuckley@paulplevin.com
3 EVAN A. PENA (SBN 268510)
epena@paulplevin.com
4 **PAUL, PLEVIN, SULLIVAN &
CONNAUGHTON LLP**
5 101 West Broadway, Ninth Floor
San Diego, California 92101-8285
6 Telephone: 619-237-5200
Facsimile: 619-615-0700
7

8 Attorneys for Defendant LG Electronics
U.S.A., Inc.

9
10 **UNITED STATES DISTRICT COURT**
11 **SOUTHERN DISTRICT OF CALIFORNIA**

12 TAIJIN PARK, individually and on
13 behalf
14 of all others similarly situated,

15 Plaintiff,

16 v.

17 LG ELECTRONICS U.S.A., INC.; and
DOES 1 through 10, inclusive,

18 Defendants.
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Case No. **'20CV1738 GPC BLM**

**DECLARATION OF CAROLYN
MCNERNEY IN SUPPORT OF
DEFENDANT'S REMOVAL TO
FEDERAL COURT**

DECLARATION OF CAROLYN MCNERNEY

I, Carolyn McNerney, declare as follows:

1. I have personal knowledge of the following facts and, if called as a witness, could and would testify competently thereto.

2. I am the Director and Associate General Counsel for LG Electronics U.S.A., Inc. ("LG Electronics U.S.A."). I have held this position since March of this year and I am responsible for managing employment and labor related litigation against LG Electronics U.S.A. and providing legal advice to the company. I have been employed by LG Electronics U.S.A. as legal counsel supporting the Human Resources function since July 2016. I work in LG Electronics U.S.A.'s headquarters in Englewood Cliffs, New Jersey.

3. On or around March 25, 2020, I received via e-mail a demand letter from a Briana Kim, an attorney in Long Beach, CA, who purported to represent a gentleman named Taijin Park. As Director and Associate General Counsel, one of my responsibilities is to review demand letters like this and determine how LG Electronics U.S.A. will respond. I reviewed this letter when I received it, on or around March 25, 2020. At that time, I was not familiar with Ms. Kim or Mr. Park.

4. In that letter, Ms. Kim claims that Mr. Park was an employee of LG Electronics U.S.A., and that the company did not properly pay Mr. Park according to California law. Ms. Kim also details in her letter Mr. Park's alleged damages, and she requests that LG Electronics U.S.A. begin settlement negotiations with her based on these allegations and damages calculations, among other requests. Attached as Exhibit C is a true and correct copy of the demand letter from Ms. Kim, regarding Mr. Park, that I received on or about March 25, 2020.

5. In response to this letter, I looked into Mr. Park's allegations. He provided services to LG Electronics Mexicali in Baja California, Mexico, exclusively. He did not provide services in California. LG Electronics U.S.A. and LG Electronics Mexicali are subsidiaries of our parent company: LG Electronics

1 Inc., a South Korean company headquartered in Seoul, South Korea.

2 6. In my role as Director and Associate General Counsel, I am familiar, at
3 a high-level, with LG Electronics U.S.A.'s business operations. Although LG
4 Electronics U.S.A. maintains offices in New Jersey, Alabama, Georgia and
5 California, its corporate headquarters and all of its corporate officers are in
6 Englewood Cliffs, New Jersey, and New Jersey is its principal place of business.

7 7. In my position, I also have access to, and regularly access, LG
8 Electronics U.S.A.'s corporate documents. To assist with this matter, I searched
9 these corporate records and located a copy of the Certificate of Incorporation for
10 Goldstar U.S.A., Inc, dated August 7, 1978, and the Certificate of Amendment of
11 Certificate of Incorporation where the company's name was changed to LG
12 Electronics U.S.A., dated February 27, 1995. Both documents include a
13 certification from Delaware's Office of the Secretary of State. Attached as **Exhibit**
14 **D** is a true and correct copy of the Certificate of Incorporation. Attached as **Exhibit**
15 **E** is a true and correct copy of the Certificate of Amendment of Certificate of
16 Incorporation.

17 I declare under penalty of perjury that the foregoing is true and
18 correct. Executed on September 1, 2020.

19 
20 _____
21 Carolyn McNerney
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PROOF OF SERVICE

**Park v. LG Electronics U.S.A., Inc.
Case No.**

STATE OF CALIFORNIA, COUNTY OF SAN DIEGO

At the time of service, I was over 18 years of age and not a party to this action. I am employed in the County of San Diego, State of California. My business address is 101 West Broadway, Ninth Floor, San Diego, CA 92101-8285.

On September 4, 2020, I served true copies of the following document(s) described as

**DECLARATION OF CAROLYN MCNERNEY IN SUPPORT OF
DEFENDANT'S REMOVAL TO FEDERAL COURT**

on the interested parties in this action as follows:

Kevin Schwin
LAW OFFICE OF KEVIN
SCHWIN
1220 East Olive Avenue
Fresno, CA 93728
Telephone: (559) 715-2889
Facsimile: (559) 221-6812
E-Mail: kevin@schwinlaw.com

Briana M. Kim
Grace E. Pak
BRIANA KIM, PC
249 E. Ocean Blvd., Suite 814
Long Beach, CA 90802
Telephone: (714) 482-6301
Facsimile: (714) 482-6302
E-Mail: briana@brianakim.com
grace@brianakim.com

Attorneys for Plaintiff Taijin Park

Attorneys for Plaintiff Taijin Park

BY E-MAIL OR ELECTRONIC TRANSMISSION: I caused a copy of the document(s) to be sent from e-mail address jgonzalez@paulplevin.com to the persons at the e-mail addresses listed in the Service List. I did not receive, within a reasonable time after the transmission, any electronic message or other indication that the transmission was unsuccessful.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

Executed on September 4, 2020, at San Diego, California.



Jennifer A. Gonzalez

1 HOLLIS R. PETERSON (SBN 254535)
hpeterson@paulplevin.com
2 AARON A. BUCKLEY (SBN 202081)
abuckley@paulplevin.com
3 EVAN A. PENA (SBN 268510)
epena@paulplevin.com
4 **PAUL, PLEVIN, SULLIVAN &
CONNAUGHTON LLP**
5 101 West Broadway, Ninth Floor
San Diego, California 92101-8285
6 Telephone: 619-237-5200
Facsimile: 619-615-0700
7

8 Attorneys for Defendant LG Electronics
U.S.A., Inc.

9
10 **UNITED STATES DISTRICT COURT**
11 **SOUTHERN DISTRICT OF CALIFORNIA**

12 TAIJIN PARK, individually and on
13 behalf
14 of all others similarly situated,

15 Plaintiff,

16 v.

17 LG ELECTRONICS U.S.A., INC.; and
DOES 1 through 10, inclusive,

18 Defendants.
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Case No. '20CV1738 GPC BLM

**DECLARATION OF HEONSHIK
KIM IN SUPPORT OF
DEFENDANT'S REMOVAL TO
FEDERAL COURT**

DECLARATION OF HEONSHIK KIM

I, Heonshik Kim, declare as follows:

1. I have personal knowledge of the following facts and, if called as a witness, could and would testify competently thereto.

2. I am the Chief Financial Officer of the TV/Monitor Division of LG Electronics U.S.A., Inc. I manage its subsidiary, LG Electronics Mexicali, and I visit frequently our office/manufacturing plant in Mexicali, Baja California, Mexico.

3. I am familiar with the plaintiff in this case, Taijin Park. I believe he is a South Korean national. I occasionally saw and spoke to Mr. Park at our facility in Mexicali regarding his manufacturing reports and other work issues.

4. To assist its employees, LG Electronics Mexicali rents buildings in Mexicali and makes individual bedrooms in those buildings available to employees so they can have a place to stay. Mr. Park requested a room in one of these rented buildings, so LG Electronics Mexicali provided him one. From my conversations with Mr. Park, I understood that he slept in the rented building in Mexicali during the week. Each weekend, he traveled to Chula Vista, California, because his family resided there. Mr. Park would then return to Mexicali, Mexico at the end of each weekend.

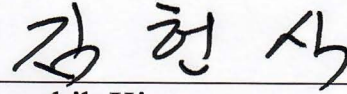
5. Mr. Park voluntarily resigned on February 17, 2020, and I met with him regarding his resignation that day. The company usually provides departing Korean employees with a one-way ticket for the employee to return to South Korea. Mr. Park responded that he also wanted one month of pay and sufficient money to pay to move his family back to South Korea.

6. Mr. Park subsequently provided LG Electronics Mexicali with his preferred flight date and flight number. The company then purchased a one-way plane ticket, in his name, from Los Angeles, California, to Seoul, South Korea, departing on February 28, 2020. I therefore believe Mr. Park returned to South Korea on February 28, 2020. I have not had any communications with Mr. Park

1 since February 2020.

2 I declare under penalty of perjury under the laws of the United States of
3 America that the foregoing is true and correct.

4 Executed on September 2, 2020.

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7 Heonshik Kim
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PROOF OF SERVICE

Park v. LG Electronics U.S.A., Inc.
Case No.

STATE OF CALIFORNIA, COUNTY OF SAN DIEGO

At the time of service, I was over 18 years of age and not a party to this action. I am employed in the County of San Diego, State of California. My business address is 101 West Broadway, Ninth Floor, San Diego, CA 92101-8285.

On September 4, 2020, I served true copies of the following document(s) described as

**DECLARATION OF HEONSHIK KIM IN SUPPORT OF
DEFENDANT'S REMOVAL TO FEDERAL COURT**

on the interested parties in this action as follows:

Kevin Schwin
LAW OFFICE OF KEVIN
SCHWIN
1220 East Olive Avenue
Fresno, CA 93728
Telephone: (559) 715-2889
Facsimile: (559) 221-6812
E-Mail: kevin@schwinlaw.com

Briana M. Kim
Grace E. Pak
BRIANA KIM, PC
249 E. Ocean Blvd., Suite 814
Long Beach, CA 90802
Telephone: (714) 482-6301
Facsimile: (714) 482-6302
E-Mail: briana@brianakim.com
grace@brianakim.com

Attorneys for Plaintiff Taijin Park

Attorneys for Plaintiff Taijin Park

BY E-MAIL OR ELECTRONIC TRANSMISSION: I caused a copy of the document(s) to be sent from e-mail address jgonzalez@paulplevin.com to the persons at the e-mail addresses listed in the Service List. I did not receive, within a reasonable time after the transmission, any electronic message or other indication that the transmission was unsuccessful.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

Executed on September 4, 2020, at San Diego, California.



Jennifer A. Gonzalez

ClassAction.org

This complaint is part of ClassAction.org's searchable class action lawsuit database and can be found in this post: [LG Electronics Hit with Former Employee's Wage and Hour Lawsuit in California](#)
