

DEPARTMENT OF INDUSTRIAL RELATIONS
DIVISION OF LABOR STANDARDS ENFORCEMENTSanta Rosa Legal Section
50 D Street, Suite 360
Santa Rosa, CA 95404
(707) 576-6788H. THOMAS CADELL, *Of Counsel*

June 12, 2002

Dena R. Graff, Esq.
Fitzgerald, Abbott & Beardsley, LLP
1221 Broadway, 21st Floor
Oakland, CA 94612-1837Re: **Coverage Of California Wage Laws**

Dear Ms. Graff:

Anne Stevason, Acting Chief Counsel of the Division, has asked me to respond on behalf of the Division of Labor Standards Enforcement to your letter of April 9, 2002.

Your question concerns an employee with a written contract¹ which provides that the employee will work overseas for at least 18 months, but not more than 24 months, with an option to extend.

You ask whether California wage and wage payment laws apply to wages earned in the year in which the employee does no work in California. You next ask whether those same laws would apply if some of the work was performed in California. Finally, you ask whether it would depend on whether the employee's payroll was administered in California.

The answers, in fact, depend on the intent of the parties. Were a conflict to arise and no choice of law intent was evident in the contract between the parties, the question of the correct law to apply would depend, of course, on which state (foreign or domestic) has the greatest interest in the outcome of the matter. In large part, the residence of the parties would be determinative.

Yours truly,

H. THOMAS CADELL, JR.
Attorney for the Labor Commissionerc.c. Arthur Lujan, State Labor Commissioner
Tom Grogan, Chief Deputy Labor Commissioner

¹You use the term "written expat agreement" but we are unfamiliar with the term and cannot find it in Black's Dictionary or American Heritage Dictionary.

2002.06.12

Anne Stevason, Acting Chief Counsel
Assistant Chiefs, Regional Managers

2002.06.12