

# Beware promises made during hiring process

What managers say during the hiring process can spell trouble later if anything they say sounds like a promise that induces a candidate to accept a job offer and the employer fails to follow through.

Under California tort law, an employer that induces a prospective employee to relocate his residence through means “of a knowingly false representation concerning the terms or conditions of employment” can be sued if the employer doesn’t honor its commitment.

**Recent case:** Yunhwan worked for a printing company in South Korea for about a decade and was responsible for running and maintaining printing press machines. When he saw a job posting on an internal job board advertising a printing technician job in Los Angeles, he applied.

He was offered the job and after acquiring an E-2 visa with his employer’s help, he relocated and began working in the United States. The visa application included several letters from company executives guaranteeing it would pay Yunhwan’s living expenses in the U.S.—apparently standard promises made to U.S. immigration authorities.

Then Yunhwan sued, alleging unpaid overtime claims. He also added fraud claims, arguing that he had been paid his salary only and was never reimbursed for his living expenses while in Los Angeles. The letters included with his visa application formed the basis for his claim that the employer had knowingly induced him to come to the U.S. with promises the company never intended to keep. A jury sided with Yunhwan and awarded \$65,000.

The company appealed. The appeals court reversed on a technicality. It reasoned that the statements made in the visa application weren’t knowingly false because a subsidiary, not the parent company, had refused to pay the living expenses. (*Park v. Joong-Ang Daily News, et al.*, Court of Appeal of California, 2017)