

STATE OF SOUTH CAROLINA)	COURT OF COMMON PLEAS
)	
COUNTY OF GREENVILLE)	
)	
)	Case No. _____
Elmarie Bodes,)	
)	
Plaintiff,)	SUMMONS
)	(JURY TRIAL DEMANDED)
v.)	
)	
AstraZeneca Pharmaceuticals LP,)	
)	
Defendants.)	
_____)	

TO THE DEFENDANT ABOVE-NAMED:

You are hereby summoned and required to answer the Complaint in this action, a copy of which is attached hereto and herewith served upon you, and to serve a copy of your answer to same upon the subscribed at 223 WEST STONE AVENUE, GREENVILLE, SC 29609 within thirty (30) days after the service of same, exclusive of the day of such service. If you fail to answer same within the thirty (30) day period, Plaintiff will apply to the Court for the relief demanded therein and judgment will be taken against you by default.

Respectfully submitted,

ARNOLD LAW FIRM, LLC

By: s/ Brian E. Arnold
 BRIAN E. ARNOLD
 S.C. Bar No. 16839
 223 West Stone Avenue
 Greenville, South Carolina 29609
 (864) 242-2427

STATE OF SOUTH CAROLINA)	COURT OF COMMON PLEAS
)	
COUNTY OF GREENVILLE)	
)	
)	Case No. _____
Elmarie Bodes,)	
)	
Plaintiff,)	COMPLAINT
)	(JURY TRIAL DEMANDED)
v.)	
)	
AstraZeneca Pharmaceuticals LP,)	
)	
Defendants.)	
_____)	

COMES NOW PLAINTIFF, by and through her counsel, Brian E. Arnold, and files this Complaint, and shows this court as follows:

1. This action is brought pursuant the South Carolina Wage Payment Statute, S.C. Code section 41-10-10, *et seq.* and the common law of South Carolina.
2. Plaintiff is a citizen of the State of South Carolina, County of Greenville. Plaintiff at all relevant times worked for Defendant from her home in South Carolina.
3. Defendant is a foreign corporation, registered with the South Carolina Secretary of State’s Office, does business in the State of South Carolina, and employed Plaintiff to work from her home in Greenville County, South Carolina, South Carolina. Defendant is an “employer” under the South Carolina Wage Payment Statute, S.C. Code section 41-10-10.
4. Plaintiff worked for Defendant as a Senior Director, Business Transformation from her home in Greenville full time from 2016 through January 2023. Plaintiff’s agreed upon compensation includes a yearly performance bonus and a long-term incentive bonus of stock options. Both bonuses are “wages” under the South Carolina Wage Payment Statute. Plaintiff regularly achieved the performance bonuses and long-term incentives, including for her

performance in 2021 (paid out in early 2022). Defendant had clearly set out criteria for each bonus which was known and followed by Plaintiff each year.

5. Plaintiff met the defined criteria for each bonus for her work in 2022 and was entitled to a performance bonus of \$124,443.70 and stock options valuing approximately \$65,000. Unfortunately, without any written prior notice, in early 2023, after the work for each bonus had been fully performed and earned by Plaintiff, Defendant informed Plaintiff that because she worked exclusively from home in 2022 and did not come into an office at least 3 days a week, her performance bonus would be decreased by 50% to \$62,221.85 and she would not receive her long term incentive bonus.

6. Defendant retroactively changed the bonus criteria without giving Plaintiff seven days written notice, or any notice at all, before the changes went into effect as required under the South Carolina Wage Payment Statute.

7. Defendants failed to pay Plaintiff her fully earned performance bonus in the amount of \$62,221.85 and her long-term incentive bonus in an amount of approximately \$65,000 in stock options.¹

FIRST CAUSE OF ACTION
FAILURE TO PAY WAGES DUE

8. Plaintiff incorporates by reference paragraphs 1 through 7 fully as if contained herein.

9. Defendant failed to pay Plaintiff her full wages due for work performed in 2022.

10. Defendant's failure to pay all wages due is a willful violation of law and thus entitles Plaintiff to treble damages and attorneys fees.

¹ Plaintiff believes Defendant is applying this criteria discriminatorily against American employees, by birth and through naturalization.

**SECOND CAUSE OF ACTION
BREACH OF CONTRACT**

11. Plaintiff incorporates by reference paragraphs 1 through 10 fully as if contained herein.

12. A contract was created when Defendant set out a clearly defined compensation plan for Plaintiff and Plaintiff performed work in exchange for this compensation plan. Further, the implied covenant of good faith and fair dealing existed in this contract. Defendant's failure to compensate Plaintiff as agreed upon in 2022 by retroactively changing the compensation after Plaintiff fully performed is a breach of the contract's terms.

13. Plaintiff is entitled to an award of damages for such breach.

WHEREFORE, Plaintiff respectfully requests a trial by jury on her claims as well as entry of judgment as follows:

- (a) actual, compensatory, special, and consequential damages;
- (b) wages due under S.C. Code section 41-10-10, *et seq.*;
- (c) treble damages under the South Carolina Wage Payment Statute;
- (d) reasonable attorney's fees; and
- (e) such other and further relief as this Court deems just and equitable;

Dated this the 18th day of September 2023.

Respectfully submitted,

ARNOLD LAW FIRM, LLC

By: s/Brian E. Arnold
Brian E. Arnold
S.C. Bar No. 16839
Attorneys for the Plaintiff

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Greenville, South Carolina 29609
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