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Attorneys for Plaintiff on behalf of himself and all others similarly situated

**SUPERIOR COURT OF THE STATE OF CALIFORNIA
COUNTY OF SANTA CLARA**

ARTEM TOGONIDZE, an individual, on
behalf of himself and all others similarly
situated,

Plaintiff,

v.

KLA CORPORATION WHICH DBA KLA-
TENCOR CORPORATION, a Delaware
corporation; and DOES 1 through 10,
inclusive,

Defendants.

CASE NO. 24CV431363

**FIRST AMENDED CLASS ACTION
COMPLAINT FOR:**

- (1) FAILURE TO PROVIDE MEAL PERIODS;**
- (2) FAILURE TO FURNISH TIMELY AND ACCURATE WAGE STATEMENTS;**
- (3) FAILURE TO PAY ALL WAGES DUE UPON TERMINATION;**
- (4) VIOLATION OF CALIFORNIA'S UNFAIR COMPETITION LAW ("UCL"), Bus. & Prof. Code § 17200 et seq.**
- (5) VIOLATION OF PRIVATE ATTORNEYS GENERAL ACT (PAGA) (Labor Code §2699, et seq.)**

DEMAND FOR JURY TRIAL

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Attorneys for Plaintiff on behalf of himself and all others similarly situated

1 Plaintiff ARTEM TOGONIDZE (“Plaintiff”), by and through his attorneys of record,
2 brings this Class Action Complaint against Defendant KLA CORPORATION DBA KLA-
3 TENCOR CORPORATION (“KLA” or “Defendant”), and respectfully alleges the following:

4 **NATURE OF THE ACTION**

5 1. This is a class action for wage and labor violations arising out of Defendant’s
6 failure to provide timely meal periods, and for derivative claims.

7 2. As set forth below, Defendant failed to provide timely meal periods to its California
8 non-exempt employees in violation of California Labor Code §§ 512, and the applicable Industrial
9 Wage Order; failed to pay its employees one hour of pay at the regular rate of compensation for
10 each instance that Defendant failed to provide statutorily mandated meal periods; failed to keep
11 accurate records pursuant to the applicable Industrial Wage Order; failed to furnish timely and
12 accurate wage statements; failed to pay all wages due upon termination; and, is in violation of
13 California’s Unfair Competition Law (“UCL”) and the Private Attorneys General Act of 2004
14 (“PAGA”).

15 3. Plaintiff seeks to represent all those similarly situated who are or were residents of
16 the State of California.

17 **JURISDICTION AND VENUE**

18 4. This Court has jurisdiction over this action because this is a civil action where the
19 matter in controversy, exclusive of interest and costs, exceeds the jurisdictional minimum of the Court.
20 Acts and omissions complained of in this action took place in the State of California.

21 5. Venue is proper because upon information and belief, Defendant conducts substantial
22 business in this county, maintains manufacturing plants in this county, and employs numerous
23 employees in this county, including Plaintiff.

24 **PARTIES**

25 6. Plaintiff ARTEM TOGONIDZE is a resident of San Jose, California. Plaintiff was
26 employed by Defendant at Defendant’s manufacturing plant in Milpitas, California, from March 2021
27 to September 2023 as an Associate Test Engineer.

28 7. Defendant KLA, dba KLA-TENCOR CORPORATION, is a Delaware Corporation

1 with its principal place of business in Milpitas, California. Plaintiff is informed and believes, and
2 on that basis, alleges that KLA and at all relevant times was, a Delaware corporation authorized to
3 do business in California, and manufactured its equipment in Santa Clara County. On information
4 and belief, Defendant supplies process control and yield management systems for the
5 semiconductor industry and other related nanoelectronics industries. At all relevant times alleged
6 herein, Plaintiff is informed and believes that Defendant is authorized to and conducts business in
7 California, including but not necessarily limited to County of Santa Clara. Defendant employed
8 Plaintiff at its Santa Clara, California, manufacturing plant, and employs/employed other
9 Engineers, including Associate Test Engineers throughout the State of California.

10 8. Plaintiff is currently unaware of the true names and capacities, whether individual,
11 corporate, associate, or otherwise, of the defendants sued herein under fictitious names Does 1
12 through 10, inclusive, and therefore sue such defendants by such fictitious names. Plaintiff will
13 seek leave to amend this complaint to allege the true names and capacities of said fictitiously
14 named defendants when their true names and capacities have been ascertained. Plaintiff is
15 informed and believes and thereon alleges that each of the fictitiously named defendants is legally
16 responsible in some manner for the events and occurrences alleged herein, and for the damages
17 suffered by the Class.

18 9. Plaintiff is informed and believes and thereon alleges that all defendants, including
19 the fictitious Doe defendants, were at all relevant times acting as actual agents, conspirators,
20 partners and/or joint ventures and/or employees of all other defendants, and that all acts alleged
21 herein occurred within the course and scope of said agency, employment, partnership, and joint
22 venture, conspiracy or enterprise, and with the express and/or implied permission, knowledge,
23 consent, authorization and ratification of their co-defendants.

24 **FACTS**

25 10. Between March 2021 and September 2023, Plaintiff was employed by Defendant, as
26 a non-exempt, hourly-paid Associate Test Engineer at Defendant's manufacturing plant in Santa
27 Clara, California. Plaintiff's duties included performing set-up, calibration, testing and
28 troubleshooting of circuits, components, instruments, and mechanical assemblies. Plaintiff was

1 scheduled to work eight-hour shifts for five days per week; however, he sometimes worked up to
2 12 hours in a shift.

3 11. During the relevant time period, Defendant failed to provide Plaintiff and other
4 class members with timely meal periods, in violation of California law. Plaintiff's schedule had
5 varying start times of 5:00 a.m., 7:00 a.m., or 9:00 a.m. Defendant scheduled Plaintiff's and other
6 class members' meal periods at a set time of 11:00 a.m. each day. This meant that each time that
7 Plaintiff and other class members began their shift at 5:00 a.m., they did not receive a 30-minute
8 meal break before the end of their fifth hour of work. This violates Labor Code § 512(a), which
9 provides that: "An employer may not employ an employee for a work period of more than five
10 hours per day without providing the employee with a meal period of at least 30 minutes..."
11 Employee and other class members were not paid all meal break premiums for those missed meal
12 breaks, in violation of Labor Code § 226.7(c). Plaintiff and other class members were not paid
13 meal period premiums for each day a timely meal break was not provided.

14 12. Further, Defendant failed to provide Plaintiff and other class members with timely
15 meal periods on shifts over 10 hours, in violation of California law. Plaintiff and other class
16 members who worked shifts of over 10 hours are entitled to a second 30-minute uninterrupted
17 meal period. However, Plaintiff and other class members sometimes worked shifts up to 12 hours
18 and no second meal break was provided, nor any meal period premium paid. Plaintiff does not
19 recall signing a meal break waiver nor any other similar document.

20 13. In addition, Defendant provided Plaintiff and other class members with uniform,
21 incomplete, and inaccurate wage statements. Defendant willfully and knowingly omitted required
22 information from the wage statements of Plaintiff and other class members. Plaintiff and other
23 class members' wage statements failed to correctly state meal period premiums, and consequently
24 the gross and net wages due, among other required information. Because of Defendant's failure to
25 list the meal period premiums earned on wage statements, Plaintiff and other class members have
26 been prevented from verifying, solely from information on the wage statements themselves, that
27 they were paid correctly and in full.

28 14. Upon information and belief, the above-mentioned unlawful employment practices

1 by Defendant was applied the same to all Engineers in all of Defendant's manufacturing plants in
2 the State of California.

3 15. Defendant's conduct, as alleged here, has caused Plaintiff and class members
4 damages including, but not limited to, loss of wages and compensation. Defendant is liable to
5 Plaintiff and the class for failing to pay meal period premiums, failing to provide timely and
6 accurate wage statements, failing to pay all wages due upon termination, and unfair competition.

7 16. Plaintiff is a member of, and seeks to be a representative for, the class of similarly
8 situated employees who all have been exposed to, have suffered, and/or were permitted to work
9 under Defendant's unlawful employment practices as alleged herein.

10 **EXHAUSTION OF PAGA NOTICE REQUIREMENT**

11 17. Plaintiff exhausted the notice requirement by filing a complaint with the Labor and
12 Workforce Development Agency ("LWDA") in his letter dated February 8, 2024, as required
13 under the *California Labor Code Private Attorneys General Act* ("PAGA"). A true and correct
14 copy of Plaintiff Togonidze's letter is attached hereto as **Exhibit A** and is incorporated herein by
15 reference. The LWDA did not assume jurisdiction over the applicable penalty claims alleged;
16 therefore, Plaintiff has exhausted the procedural requirement under PAGA to pursue any and all
17 penalty claims as provided under PAGA.

18 **CLASS DEFINITIONS AND CLASS ALLEGATIONS**

19 18. Plaintiff brings this action on behalf of herself and on behalf of all others similarly
20 situated, and as a member of the Class he seeks to represent. The class period is from four years
21 prior to the filing of the Complaint in this action until the present ("class period.") The Class is
22 defined as:

23 *All current and former non-exempt employees of Defendant, employed in*
24 *California, who, during the time period commencing four years before this*
25 *complaint was filed, and until the present ("class period"), worked at any of*
Defendant's locations as an Engineer and/or a position with similar duties
and/or job titles.

26 19. Plaintiff further seeks to represent the following subclasses:

27 **The Meal Break Subclass**

28 "All current and former non-exempt employees of Defendant, employed in
California, who, during the time period commencing four years before this

complaint was filed, and until the present (“class period”), worked at any of Defendant’s locations as an Engineer and/or a position with similar duties and/or job titles, and who worked at least one shift longer than five hours in a workday and/or at least one shift longer than ten hours in a workday.”

The Itemized Wage Statement Subclass

“All current and former non-exempt employees of Defendant, employed in California, who, during the time period commencing four years before this complaint was filed, and until the present (“class period”), worked at any of Defendant’s locations as an Engineer, and/or a position with similar duties and/or job titles, and who have received at least one wage statement from Defendant.”

The Waiting Time Penalties Subclass

“All members of the Class and Meal Break Subclass who separated employment with Defendant at any point during the past three (3) years prior to the filing of this action.”

20. Plaintiff reserves the right to amend or otherwise alter the class definition, or to propose or eliminate subclasses, in response to facts learned through discovery, legal arguments advanced by Defendant or otherwise.

21. This action has been brought and may be properly maintained as a class action pursuant to the provisions of Code of Civil Procedure § 382 and other applicable law.

22. **Numerosity of the Class:** Pursuant to Code of Civil Procedure § 382, members of the Class are so numerous that their individual joinder is impracticable. Plaintiff estimates, on information and belief, that there are several hundred current and former non-exempt employees of Defendant employed in locations in California during the class period. The precise number of Class members and their addresses are known to Plaintiff or will be known to Plaintiff through discovery. Class members may be notified of the pendency of this action by mail, electronic mail, the Internet, or published notice.

23. **Existence of Predominance of Common Questions of Law and Fact:** Pursuant to Code of Civil Procedure § 382, common questions of law and fact and common answers exist as to all members of the Class. These questions predominate over any questions affecting only individual Class members. These common legal and factual questions and answers include:

- a. Whether Defendant engaged in a pattern or practice of impeding Plaintiff and the members of the class from taking statutory off-duty thirty (30) minute meal periods on

- 1 a timely basis;
- 2 b. Whether Defendant violated the applicable California Industrial Welfare Commission
- 3 (“IWC”) Order by failing to provide Plaintiff and the members of the class with timely
- 4 off-duty thirty (30) minute meal periods;
- 5 c. Whether Defendant had a policy or practice of not paying meal period premiums;
- 6 d. Whether members of the Plaintiff and the members of the class were not provided with
- 7 accurate wage statements as required by Labor Code section 226;
- 8 e. Whether Defendant violated Labor Code §§ 201-203 by failing to pay all wages due
- 9 upon termination to all Class members who were terminated or voluntarily quit;
- 10 f. Whether Defendant engaged in unfair practices and violated California Business &
- 11 Professions Code § 17200 by failing to provide Plaintiff and the members of the class
- 12 with their statutory off-duty meal periods on a timely basis;
- 13 g. Whether Defendant engaged in unfair practices and violated California Business &
- 14 Professions Code section 17200 by failing to pay Plaintiff and the members of the class
- 15 for non-compliant meal periods; and
- 16 h. The nature and extent of class-wide injury and the measure of damages or restitution.

17 24. **Typicality:** Plaintiff’s claims are typical of the claims of the members of the class

18 he seeks to represent because Plaintiff, as a non-exempt employee of Defendant, was exposed and

19 subjected to the same unlawful business practices as other employees employed by Defendant

20 during the class period. Plaintiff and the members of the class he seeks to represent sustained the

21 same types of damages and losses.

22 25. **Adequacy:** Plaintiff is an adequate representative of the class he seeks to represent

23 because his interests do not conflict with the interests of the members of the class Plaintiff seeks to

24 represent. Plaintiff has retained counsel competent and experienced in complex class action

25 litigation and Plaintiff intends to prosecute this action vigorously. The interests of the members of

26 the class will be fairly and adequately protected by Plaintiff and her counsel.

27 26. **Superiority and Substantial Benefit:** The class action is superior to other

28 available means for the fair and efficient adjudication of Plaintiff’s and the Class members’ claims.

1 The damages suffered by each individual Class member may be limited. Damages of such
2 magnitude are small given the burden and expense of individual prosecution of the complex and
3 extensive litigation necessitated by Defendant's conduct. Further, it would be virtually impossible
4 for the Class members to redress the wrongs done to them on an individual basis. Even if members
5 of the Class themselves could afford such individual litigation, the court system could not.
6 Individualized litigation increases the delay and expense to all parties and the court system due to
7 the complex legal and factual issues of the case. By contrast, the class action device presents far
8 fewer management difficulties and provides the benefits of single adjudication, economy of scale,
9 and comprehensive supervision by a single court.

10 27. The Class should also be certified because:

- 11 a. The prosecution of separate actions by individual members of the Class would create a
12 risk of inconsistent or varying adjudications with respect to individual Class members
13 which would establish incompatible standards of conduct for Defendant;
- 14 b. The prosecution of separate actions by individual members of the Class would create a
15 risk of adjudication with respect to them, which would, as a practical matter, be
16 dispositive of the interests of the other Class members not parties to the adjudications,
17 or substantially impair or impede their ability to protect their interests; and
- 18 c. Defendant has acted or refused to act on grounds generally applicable to the Class,
19 and/or the general public, thereby making appropriate final and injunctive relief with
20 respect to the Class as a whole.

21 **FIRST CAUSE OF ACTION**
22 **FAILURE TO PROVIDE MEAL PERIODS**
23 **(Violation of Labor Code §§ 512, and the Applicable Wage Order)**
24 **(Against all defendants)**

25 28. Plaintiff re-alleges and incorporates all preceding paragraphs as if fully set forth
26 herein.

27 29. The Applicable Wage Order provides, in pertinent part: "[n]o employer shall
28 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

1 day's work the meal period may be waived by mutual consent of the employer and the employee."

2 30. Labor Code § 512(a) provides, in pertinent part: "[a]n employer may not employ an
3 employee for a work period of more than five hours per day without providing the employee with a
4 meal period of not less than 30 minutes, except that if the total work period per day of the
5 employee is no more than six hours, the meal period may be waived by mutual consent of both the
6 employer and employee. An employer may not employ an employee for a work period of more
7 than 10 hours per day without providing the employee with a second meal period of not less than
8 30 minutes, except that if the total hours worked is no more than 12 hours, the second meal period
9 may be waived by mutual consent of the employer and the employee only if the first meal period
10 was not waived."

11 31. As alleged herein, Defendant's pattern, practice, and uniform policy required
12 Plaintiff and other class members to delay their meal breaks when their shifts began at 5:00 a.m.,
13 forcing them to take meal breaks after the end of the fifth hour of work. Further, Defendants failed
14 to provide meal breaks on shifts over 10 hours.

15 32. Defendant failed to authorize and permit timely meal periods during the Class
16 period. Plaintiff and members of the class were routinely required to work without a timely meal
17 break at the direction of Defendant and/or with Defendant's knowledge and acquiescence.

18 33. By its actions in requiring its employees to delay their meal periods and/or its
19 failure to provide second meal periods on shifts over 10 hours, Defendant has violated California
20 Labor Code § 512 and the Applicable Wage Order, and is liable to Plaintiff and the class.

21 34. As a result of the unlawful acts of Defendant, Plaintiff and the class have been
22 deprived of timely meal periods, and are entitled to recovery under Labor Code § 512 and the
23 Applicable Wage Order, in the amount of one additional hour of pay at the employee's regular rate
24 of compensation for each workday in which Defendant failed to provide its employees with timely
25 statutory off-duty meal periods.

26 35. Plaintiff, and the other members of the class, are entitled to seek and recover
27 reasonable attorneys' fees and costs pursuant to Labor Code § 512.

28 **SECOND CAUSE OF ACTION**

FAILURE TO FURNISH TIMELY AND ACCURATE WAGE STATEMENTS
(Violation of Labor Code §226)
(Against all defendants)

36. Plaintiff re-alleges and incorporates all preceding paragraphs as if fully set forth herein.

37. California Labor Code § 226(a) provides: “[e]very employer shall, semimonthly or at the time of each payment of wages, furnish each of his or her employees, either as a detachable part of the check, draft, or voucher paying the employee’s wages, or separately when 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 [...], (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, [...], (8) the name and address of the legal entity that is 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...”.

38. Labor Code § 226(e) provides that an employee suffering injury as a result of knowing and intentional failure by an employer to comply with subdivision (a) is entitled to recover the greater of all actual damages or \$50 for the initial pay period in which a violation of Labor Code § 226(a) occurs and \$100 for each subsequent pay period, not to exceed an aggregate penalty of \$4,000, and is entitled to an award of costs and reasonable attorneys’ fees.

39. Plaintiff is informed, believes and thereon alleges that at all times relevant, Defendant knowingly and intentionally failed to furnish and continues to knowingly and intentionally fail to furnish Plaintiff and each Class member with timely and accurate itemized statements showing the gross wages earned by each of them, as required by Labor Code § 226(a), in that the premiums owed to Plaintiff and the members of the Class for untimely meal periods were not included in gross wages earned by Plaintiff and the Class.

40. Defendant’s failure to provide Plaintiff and members of the Class with accurate

1 itemized wage statements during the Class period has caused Plaintiff and members of the Class to
2 incur economic damages in that they were not aware that they were owed and not paid
3 compensation for late meal and/or missed periods.

4 41. As a result of Defendant's issuance of inaccurate itemized wage statements to
5 Plaintiff and members of the Class in violation of Labor Code § 226(a), Plaintiff and the members
6 of the Class are each entitled to recover penalties pursuant to Labor Code § 226(e).

7 **THIRD CAUSE OF ACTION**
8 **FAILURE TO PAY ALL WAGES DUE UPON TERMINATION**
9 **(Violation of Labor Code §§ 201-203)**
10 **(Against all defendants)**

11 42. Plaintiff re-alleges and incorporates all preceding paragraphs as if fully set forth
12 herein.

13 43. California Labor Code §§ 201-203 provide that if an employer discharges an
14 employee, the wages earned and unpaid at the time of discharge are due and payable immediately,
15 and that if an employee voluntarily leaves his or her employment, his or her wages shall become
16 due and payable not later than seventy-two hours thereafter, unless the employee has given
17 seventy-two hours prior notice of his or her intention to quit in which case the employee is entitled
18 to his or her wages at the time of quitting.

19 44. During the Class period, Defendant willfully failed to pay Class members who are
20 no longer employed by Defendant all their earned wages, specifically, meal period premiums not
21 paid for late meal periods, either at the time of discharge or within seventy-two hours of their
22 leaving Defendant's employ in violation of California Labor Code §§ 201, 202, and 203.

23 45. Therefore, Plaintiff and members of the Class are entitled to waiting time penalties
24 for each day that has passed that they have not received all wages owed to them, up to 30 days.

25 **FOURTH CAUSE OF ACTION**
26 **VIOLATION OF CALIFORNIA'S UNFAIR COMPETITION LAW**
27 **(Violation of California's Unfair Competition Law, Bus. & Prof. Code §§ 17200 *et seq.*)**
28 **(Against all defendants)**

46. Plaintiff re-alleges and incorporates all preceding paragraphs as if fully set forth
herein.

47. Section 17200 of the California Business and Professions Code (the "UCL")

1 prohibits any unlawful, unfair, or fraudulent business practices.

2 48. Through its action alleged herein, Defendant has engaged in unfair competition
3 within the meaning of the UCL. Defendant's conduct, as alleged herein, constitutes unlawful,
4 unfair, and/or fraudulent business practices under the UCL.

5 49. Defendant's unlawful conduct under the UCL includes, but is not limited to,
6 violating the statutes alleged herein. Defendant's unfair conduct under the UCL includes, but is not
7 limited to, failure to pay Class members wages and compensation they earned through labor
8 provided, and failing to otherwise compensate Class members as alleged herein. Defendant's
9 fraudulent conduct includes, but is not limited to, issuing wage statements containing false and/or
10 misleading information about the meal period premiums owed to Class members.

11 50. Plaintiff has standing to assert this claim because he has suffered injury in fact and
12 has lost money as a result of Defendant's conduct.

13 51. Plaintiff and the Class seek restitutionary disgorgement from Defendant of monies
14 owed for all unpaid meal period premiums.

15 52. Plaintiff has assumed the responsibility of enforcement of the laws and public
16 policies specified here by suing on behalf of himself and other similarly situated Class members
17 previously or presently working for Defendant in California. Plaintiff's success in this action will
18 enforce important rights affecting the public interest. Plaintiff will incur a financial burden in
19 pursuing this action in the public interest. Therefore, an award of reasonable attorneys' fees to
20 Plaintiff is appropriate pursuant to Code of Civil Procedure § 1021.5.

21 **FIFTH CAUSE OF ACTION**

22 **Violation of Private Attorneys General Act (PAGA) Claim**
23 **(Cal. Lab. Code §§2698 and 2699, *et. seq.*)**

24 53. Plaintiff re-alleges and incorporates all preceding paragraphs as if fully set forth
25 herein.

26 54. Labor Code §§ 2698 and 2699 (The California Private Attorneys General Act of
27 2004, or "PAGA"), expressly establish that any provision of the California Labor Code which
28 provides for a civil penalty to be assessed and collected by The Labor and Workforce Development
Agency ("LWDA"), or any of its departments, divisions, commissions, boards, agencies or

1 employees for a violation of the California Labor Code, may be recovered through a civil action
2 brought by an aggrieved employee on behalf of himself or herself, and other current or former
3 employees.

4 55. Whenever the LWDA, or any of its departments, divisions, commissions, boards,
5 agencies or employees has discretion to assess a civil penalty, a fact-finder in a civil action is
6 authorized to exercise the same discretion, subject to the same limitations and conditions, to assess
7 a civil penalty.

8 56. Plaintiff is an “aggrieved employee” as defined by Labor Code § 2699, because he
9 is an employee of Defendant, and one or more of the Labor Code violations was committed against
10 him.

11 57. Plaintiff asserts all of his claims in this Complaint against Defendant on behalf of
12 himself, and all other members of the Class and/or on behalf of all aggrieved employees, as well as
13 the general public, in his capacity as “private attorney general”, and seeks all statutory penalties
14 available under the Labor Code.

15 58. By reason of the above and pursuant to Labor Code § 2699, Plaintiff, on behalf of
16 himself, and all other members of the Class and/or on behalf of all aggrieved employees, as well as
17 the general public, is entitled to payment of a penalty of \$100 per pay period for each employee for
18 the initial violation, and \$200 per pay period for each employee for each subsequent violation, plus
19 interest.

20 59. In addition, Plaintiff, on behalf of himself, and all other members of the Class
21 and/or behalf of all aggrieved employees, as well as the general public, seeks and is entitled to have
22 75% of all recovered penalties and interest allocated to the LWDA and 25% to the Plaintiff Class.
23 Further, Plaintiff is entitled to seek and recover reasonable attorneys’ fees, expenses and costs
24 pursuant to Labor Code § 2699, and any other applicable statutes.

25 60. Plaintiff complied with the notice requirements of Labor Code § 2699.3(a)(1) prior
26 to commencing this action. A copy of the letter submitted to the California LWDA on February 8,
27 2024, via online filing, and copied to Defendant’s Agent for Service of Process in California on the
28 same date, via certified mail, in accordance with section 2699.3(a)(1), is attached hereto as **Exhibit**

1 A, and by reference incorporated herein.

2 61. As of today's date, the LWDA has not responded to Plaintiff's notice.
3 Plaintiff and the Plaintiff Class are also entitled to reasonable attorneys' fees and costs, pursuant to
4 California Labor Code § 2699(g)(1).

5 **PRAYER**

6 WHEREFORE, Plaintiff, on behalf of himself and all others similarly situated, prays for
7 judgment against Defendant as to the appropriate causes of action as follows:

8 **ON THE FIRST CAUSE OF ACTION**

- 9 1. For one hour of wages due to Plaintiff and each Class member for each work period of
10 more than five (5) hours when they did not receive an uninterrupted thirty (30) minute meal
11 period;
12 2. For waiting time penalties according to proof;
13 3. For statutory costs according to proof; and
14 4. For statutory interest according to proof.

15 **ON THE SECOND CAUSE OF ACTION**

- 16 1. For statutory compensation for any harm caused;
17 2. For compensatory damages and interest thereon for actual harm caused; and
18 3. For statutory penalties under Labor Code § 226(e), interest and attorneys' fees and
19 costs.

20 **ON THE THIRD CAUSE OF ACTION**

- 21 1. For statutory penalties, including thirty (30) days' wages at the correct hourly rate for
22 all wages not timely paid upon termination;
23 2. For penalty enhancement for willful conduct;
24 3. For statutory interest according to proof; and
25 4. For reasonable attorney's fees and costs pursuant to the Labor Code.

26 **ON THE FOURTH CAUSE OF ACTION**

- 27 1. For equitable, injunctive and declaratory relief;
28 2. For liquidated damages pursuant to Labor Code § 1194.1; and

3. For restitutionary disgorgement pursuant to the UCL.

ON THE FIFTH CAUSE OF ACTION

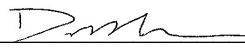
1. For penalties for each violation of the Private Attorneys General Act (“PAGA”);
2. For interest on statutory penalties from the date of violation until paid in full; and
3. For reasonable attorneys’ fees, expenses, and costs pursuant to the Labor Code.

ON ALL CAUSES OF ACTION

1. An order that this action may proceed and be maintained as a class action;
2. Reasonable attorney’s fees;
3. General, special and consequential damages, to the extent allowed by law;
4. Costs of suit;
5. For attorneys’ fees pursuant to Code of Civil Procedure § 1021.5;
6. Prejudgment interest at the maximum legal rate; and
7. Such other relief as the Court may deem just and proper.

DATED: April 16, 2024

THE MARKHAM LAW FIRM

By: 
David R. Markham
Lisa Brevard
*Attorneys for Plaintiff and all others
similarly situated*

DEMAND FOR JURY TRIAL

Plaintiff demands a trial by jury for himself and the Class members on all claims so triable.

DATED: April 16, 2024

THE MARKHAM LAW FIRM

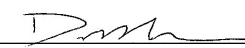
By: 
David R. Markham
Lisa Brevard
*Attorneys for Plaintiff
and all others similarly situated*

EXHIBIT A

THE MARKHAM LAW FIRM

- 888 Prospect Street, Suite 200 • La Jolla, California 92037 •
- Phone: (619) 399-3995 • Fax: (619) 615-2067 •
- Email: *contact@markham-law.com* •

February 8, 2024

Via Online Filing:

<https://dir.tfaforms.net/260>

Labor and Workforce Development Agency

Attn. PAGA Administrator

1515 Clay Street, Ste. 801

Oakland, California 94612

Re: Wage/Hour Claims of Artem Togonidze (“Employee”), on behalf of himself and other aggrieved employees in California against KLA Corporation Which Will Do Business in California as KLA-TENCOR Corporation (“KLA” or “Employer”)

NOTICE OF LABOR CODE VIOLATIONS PURSUANT TO LABOR CODE § 2699.3

To: PAGA Administrator, California Labor and Workforce Development Agency
 (“LWDA”)

From: Artem Togonidze (“Employee”), on behalf of himself and other aggrieved employees of KLA in California, who was subjected to the wage and hour practices as set forth below

Pursuant to California Labor Code § 2699.3, this letter is intended to provide written notice of intent to file a representative civil action by an aggrieved employee pursuant to subdivisions (a) and (f) of California Labor Code § 2699. The aggrieved employee is Artem Togonidze. The provisions of the California Labor Code that have been violated, including the facts and theories to support the alleged violation, are set forth below. For a detailed description of the alleged claims, please see Attachment A, a proposed complaint in this action.

Mr. Togonidze is a resident of California. During the applicable time period, Mr. Togonidze was employed in California by KLA as a non-exempt, hourly-paid Associate Test Engineer at Defendant’s manufacturing plant located in Milpitas, California. Mr. Togonidze’s job duties consisted of performing set-up, calibration, testing and troubleshooting of circuits, components, instruments, and mechanical assemblies. Mr. Togonidze was supposed to work eight-hour shifts for five days per week; however, he sometimes worked up to 12 hours in a shift.

KLA employs numerous non-exempt, hourly-paid Associate Test Engineers and other personnel whose duties include set-up, calibration, testing and troubleshooting of circuits, components, instruments, and mechanical assemblies at Employer’s locations in the State of California, which are aggrieved employees in this proposed action. During the relevant time period, the Employer utilized consistent policies and procedures regarding the Employee and others similarly situated, in violation of Labor Code §§ 201-203, 204, 226(a), 512, as follows:

First, Employer's policies and procedures prevented Employee and other aggrieved employees from taking timely meal breaks. Employee and other aggrieved employees are scheduled a meal break at a set time of 11:00 a.m. each day. When Employee and other aggrieved employees must start work at 5:00 a.m., they are not provided with a meal break until after the end of their 5th hour of work. This violates Labor Code § 512(a), which provides that: "An employer may not employ an employee for a work period of more than five hours per day without providing the employee with a meal period of at least 30 minutes..." Employee and other aggrieved employees were not paid meal break premiums for those late meal breaks, in violation of Labor Code § 226.7(c).

Additionally, Employer failed to provide the Employee and other aggrieved employees with timely and off-duty meal periods on shifts over 10 hours, in violation of California law. Employee and other aggrieved employees who worked shifts of over 10 hours were entitled to a second 30-minute uninterrupted meal period. However, Employee and other aggrieved employees were not provided with one, nor paid a meal break premium. Employee did not sign a meal break waiver nor any other similar document.

Further, California Labor Code § 226(a) provides that every employer is required to furnish each employee with accurate itemized statements in writing showing, in part, "gross wages earned," (Labor Code § 226(a)(1)), "net wages earned" (Labor Code § 226(a)(5)), and "all applicable hourly rates in effect during the pay period and the corresponding number of hours worked at each hourly rate by the employee..." (Labor Code § 226(a)(9)). Here, because the Employer failed to pay meal break premiums, improper paystubs were issued to Employee and other aggrieved employees. Employee alleges that the Employer has violated Labor Code § 226(a) and Employee is entitled to recover civil penalties pursuant to Labor Code § 226.3.

Additionally, Employer failed to pay all aggrieved employees, whose employment with KLA terminated within the applicable time period, all their earned wages, specifically meal period premiums not paid for missed or late meal periods, either at the time of discharge or within seventy-two hours of their leaving Employer's employ, in violation of California Labor Code § 201, 202, and 203. To the extent allowed by law, Employee seeks wages as penalties pursuant to Labor Code § 558 and expressly preserves Employee's right to do so.

Employer also failed to pay all wages due to employees within the time period specified by Labor Code § 204—specifically, meal break premium wages. California Labor Code section 204 requires all wages earned by any person in any employment between the 1st and 15th days, inclusive, of any calendar month, other than those wages due upon termination of an employee, are due and payable between the 16th and the 26th day of the month during which the labor was performed, and all wages earned by any person in any employment between the 16th and the last day, inclusive, of any calendar month, other than those wages due upon termination of an employee are due and payable between the 1st and 10th day of the following month. California Labor Code section 204 also requires all wages earned for labor in excess of the normal work period shall be paid no later than the payday for the next regular payroll period.

Employee and other aggrieved employees are entitled to recover penalties, attorney's fees, costs, and interest thereon, pursuant to Labor Code sections 210, 218.5, 218.6, 226(e), 226.3, 558, 1174.5, 1197.1, and/or 2699(a), (f)-(g).

Mr. Togonidze, as an aggrieved employee and on behalf of himself and all other current or former non-exempt, hourly paid Associate Test Engineers, and/or employees with similar job duties and/or titles, seeks all penalties or remedies as may be allowed under PAGA, and by this letter gives written notice of his PAGA claim pursuant to Labor Code § 2699.3. Please advise within sixty (60) calendar days of the postmark date of this Notice whether the LWDA intends to investigate the violations alleged above. We understand that if we do not receive a response within sixty-five (65) calendar days of the postmark date of this Notice that the LWDA intends to investigate these allegations, the aggrieved Employee may immediately thereafter commence a civil action against the Employer pursuant to Labor Code § 2699.

Mr. Togonidze is represented in this matter by Cohelan, Khoury & Singer, The Markham Law Firm and United Employees Law Group.

Very truly yours,

THE MARKHAM LAW FIRM



David R. Markham
Lisa Brevard

cc: (via Certified Mail)

CT Corporation System
Agent for Service of Process for
KLA Corporation Which Will Do
Business in California as KLA-
TENCOR Corporation
330 N Brand Blvd, Ste 700
Glendale, CA 91203

KLA Corporation Which Will Do
Business in California as KLA-
TENCOR Corporation
Attn: Legal Department
One Technology Drive
Milpitas, California 95035

cc: (via email)

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MSinger@cksllaw.com
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Attachment A

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11 *[Additional counsel listed on next page]*

12 Attorneys for Plaintiff on behalf of himself and all others similarly situated

13 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**
14 **COUNTY OF SANTA CLARA**

15 ARTEM TOGONIDZE, an individual, on
behalf of himself and all others similarly
16 situated,

17 Plaintiff,

18
19 v.

20 KLA CORPORATION WHICH DBA KLA-
TENCOR CORPORATION, a Delaware
21 corporation; and DOES 1 through 10,
inclusive,
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23 Defendants.
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27
28

CASE NO.

CLASS ACTION COMPLAINT FOR:

- (1) FAILURE TO PROVIDE MEAL PERIODS;
- (2) FAILURE TO FURNISH TIMELY AND ACCURATE WAGE STATEMENTS;
- (3) FAILURE TO PAY ALL WAGES DUE UPON TERMINATION;
- (4) VIOLATION OF CALIFORNIA'S UNFAIR COMPETITION LAW ("UCL"), Bus. & Prof. Code § 17200 et seq.

DEMAND FOR JURY TRIAL

1 Walter Haines (SBN 071075)
2 *walterhaines@yahoo.com*
3 **UNITED EMPLOYEES LAW GROUP**
4 5500 Bolsa Avenue, Suite 201
5 Huntington Beach, CA 92649
6 Telephone: (888) 474-7242
7 Facsimile: (562) 256-1006

8 Attorneys for Plaintiff on behalf of himself and all others similarly situated
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DRAFT

1 Plaintiff ARTEM TOGONIDZE (“Plaintiff”), by and through his attorneys of record,
2 brings this Class Action Complaint against Defendant KLA CORPORATION DBA KLA-
3 TENCOR CORPORATION (“KLA” or “Defendant”), and respectfully alleges the following:

4 **NATURE OF THE ACTION**

5 1. This is a class action for wage and labor violations arising out of Defendant’s
6 failure to provide timely meal periods, and for derivative claims.

7 2. As set forth below, Defendant failed to provide timely meal periods to its California
8 non-exempt employees in violation of California Labor Code §§ 512, and the applicable Industrial
9 Wage Order; failed to pay its employees one hour of pay at the regular rate of compensation for
10 each instance that Defendant failed to provide statutorily mandated meal periods; failed to keep
11 accurate records pursuant to the applicable Industrial Wage Order; failed to furnish timely and
12 accurate wage statements; failed to pay all wages due upon termination; and, is in violation of
13 California’s Unfair Competition Law (“UCL”).

14 3. Plaintiff seeks to represent all those similarly situated who are or were residents of
15 the State of California.

16 **JURISDICTION AND VENUE**

17 4. This Court has jurisdiction over this action because this is a civil action where the
18 matter in controversy, exclusive of interest and costs, exceeds the jurisdictional minimum of the Court.
19 Acts and omissions complained of in this action took place in the State of California.

20 5. Venue is proper because upon information and belief, Defendant conducts substantial
21 business in this county, maintains manufacturing plants in this county, and employs numerous
22 employees in this county, including Plaintiff.

23 **PARTIES**

24 6. Plaintiff ARTEM TOGONIDZE is a resident of San Jose, California. Plaintiff was
25 employed by Defendant at Defendant’s manufacturing plant in Milpitas, California, from March 2021
26 to September 2023 as an Associate Test Engineer.

27 7. Defendant KLA, dba KLA-TENCOR CORPORATION, is a Delaware Corporation
28 with its principal place of business in Milpitas, California. Plaintiff is informed and believes, and

1 on that basis, alleges that KLA and at all relevant times was, a Delaware corporation authorized to
2 do business in California, and manufactured its equipment in Santa Clara County. On information
3 and belief, Defendant supplies process control and yield management systems for the
4 semiconductor industry and other related nanoelectronics industries. At all relevant times alleged
5 herein, Plaintiff is informed and believes that Defendant is authorized to and conducts business in
6 California, including but not necessarily limited to County of Santa Clara. Defendant employed
7 Plaintiff at its Santa Clara, California, manufacturing plant, and employs/employed other
8 Engineers, including Associate Test Engineers throughout the State of California.

9 8. Plaintiff is currently unaware of the true names and capacities, whether individual,
10 corporate, associate, or otherwise, of the defendants sued herein under fictitious names Does 1
11 through 10, inclusive, and therefore sue such defendants by such fictitious names. Plaintiff will
12 seek leave to amend this complaint to allege the true names and capacities of said fictitiously
13 named defendants when their true names and capacities have been ascertained. Plaintiff is
14 informed and believes and thereon alleges that each of the fictitiously named defendants is legally
15 responsible in some manner for the events and occurrences alleged herein, and for the damages
16 suffered by the Class.

17 9. Plaintiff is informed and believes and thereon alleges that all defendants, including
18 the fictitious Doe defendants, were at all relevant times acting as actual agents, conspirators,
19 partners and/or joint ventures and/or employees of all other defendants, and that all acts alleged
20 herein occurred within the course and scope of said agency, employment, partnership, and joint
21 venture, conspiracy or enterprise, and with the express and/or implied permission, knowledge,
22 consent, authorization and ratification of their co-defendants.

23 FACTS

24 10. Between March 2021 and September 2023, Plaintiff was employed by Defendant, as
25 a non-exempt, hourly-paid Associate Test Engineer at Defendant's manufacturing plant in Santa
26 Clara, California. Plaintiff's duties included performing set-up, calibration, testing and
27 troubleshooting of circuits, components, instruments, and mechanical assemblies. Plaintiff was
28 scheduled to work eight-hour shifts for five days per week; however, he sometimes worked up to

1 12 hours in a shift.

2 11. During the relevant time period, Defendant failed to provide Plaintiff and other
3 class members with timely meal periods, in violation of California law. Plaintiff's schedule had
4 varying start times of 5:00 a.m., 7:00 a.m., or 9:00 a.m. Defendant scheduled Plaintiff's and other
5 class members' meal periods at a set time of 11:00 a.m. each day. This meant that each time that
6 Plaintiff and other class members began their shift at 5:00 a.m., they did not receive a 30-minute
7 meal break before the end of their fifth hour of work. This violates Labor Code § 512(a), which
8 provides that: "An employer may not employ an employee for a work period of more than five
9 hours per day without providing the employee with a meal period of at least 30 minutes..."
10 Employee and other class members were not paid all meal break premiums for those missed meal
11 breaks, in violation of Labor Code § 226.7(c). Plaintiff and other class members were not paid
12 meal period premiums for each day a timely meal break was not provided.

13 12. Further, Defendant failed to provide Plaintiff and other class members with timely
14 meal periods on shifts over 10 hours, in violation of California law. Plaintiff and other class
15 members who worked shifts of over 10 hours are entitled to a second 30-minute uninterrupted
16 meal period. However, Plaintiff and other class members sometimes worked shifts up to 12 hours
17 and no second meal break was provided, nor any meal period premium paid. Plaintiff does not
18 recall signing a meal break waiver nor any other similar document.

19 13. In addition, Defendant provided Plaintiff and other class members with uniform,
20 incomplete, and inaccurate wage statements. Defendant willfully and knowingly omitted required
21 information from the wage statements of Plaintiff and other class members. Plaintiff and other
22 class members' wage statements failed to correctly state meal period premiums, and consequently
23 the gross and net wages due, among other required information. Because of Defendant's failure to
24 list the meal period premiums earned on wage statements, Plaintiff and other class members have
25 been prevented from verifying, solely from information on the wage statements themselves, that
26 they were paid correctly and in full.

27 14. Upon information and belief, the above-mentioned unlawful employment practices
28 by Defendant was applied the same to all Engineers in all of Defendant's manufacturing plants in

1 the State of California.

2 15. Defendant's conduct, as alleged here, has caused Plaintiff and class members
3 damages including, but not limited to, loss of wages and compensation. Defendant is liable to
4 Plaintiff and the class for failing to pay meal period premiums, failing to provide timely and
5 accurate wage statements, failing to pay all wages due upon termination, and unfair competition.

6 16. Plaintiff is a member of, and seeks to be a representative for, the class of similarly
7 situated employees who all have been exposed to, have suffered, and/or were permitted to work
8 under Defendant's unlawful employment practices as alleged herein.

9 **CLASS DEFINITIONS AND CLASS ALLEGATIONS**

10 17. Plaintiff brings this action on behalf of herself and on behalf of all others similarly
11 situated, and as a member of the Class he seeks to represent. The class period is from four years
12 prior to the filing of the Complaint in this action until the present ("class period.") The Class is
13 defined as:

14 *All current and former non-exempt employees of Defendant, employed in*
15 *California, who, during the time period commencing four years before this*
16 *complaint was filed, and until the present ("class period"), worked at any of*
17 *Defendant's locations as an Engineer and/or a position with similar duties*
18 *and/or job titles.*

19 18. Plaintiff further seeks to represent the following subclasses:

20 **The Meal Break Subclass**

21 "All current and former non-exempt employees of Defendant, employed in
22 California, who, during the time period commencing four years before this
23 complaint was filed, and until the present ("class period"), worked at any of
24 Defendant's locations as an Engineer and/or a position with similar duties
25 and/or job titles, and who worked at least one shift longer than five hours in a
26 workday and/or at least one shift longer than ten hours in a workday."

27 **The Itemized Wage Statement Subclass**

28 "All current and former non-exempt employees of Defendant, employed in
California, who, during the time period commencing four years before this
complaint was filed, and until the present ("class period"), worked at any of
Defendant's locations as an Engineer, and/or a position with similar duties
and/or job titles, and who have received at least one wage statement from
Defendant."

The Waiting Time Penalties Subclass

"All members of the Class and Meal Break Subclass who separated
employment with Defendant at any point during the past three (3) years prior
to the filing of this action."

1 19. Plaintiff reserves the right to amend or otherwise alter the class definition, or to
2 propose or eliminate subclasses, in response to facts learned through discovery, legal arguments
3 advanced by Defendant or otherwise.

4 20. This action has been brought and may be properly maintained as a class action
5 pursuant to the provisions of Code of Civil Procedure § 382 and other applicable law.

6 21. **Numerosity of the Class:** Pursuant to Code of Civil Procedure § 382, members of
7 the Class are so numerous that their individual joinder is impracticable. Plaintiff estimates, on
8 information and belief, that there are several hundred current and former non-exempt employees of
9 Defendant employed in locations in California during the class period. The precise number of
10 Class members and their addresses are known to Plaintiff or will be known to Plaintiff through
11 discovery. Class members may be notified of the pendency of this action by mail, electronic mail,
12 the Internet, or published notice.

13 22. **Existence of Predominance of Common Questions of Law and Fact:** Pursuant
14 to Code of Civil Procedure § 382, common questions of law and fact and common answers exist as
15 to all members of the Class. These questions predominate over any questions affecting only
16 individual Class members. These common legal and factual questions and answers include:

- 17 a. Whether Defendant engaged in a pattern or practice of impeding Plaintiff and the
18 members of the class from taking statutory off-duty thirty (30) minute meal periods on
19 a timely basis;
- 20 b. Whether Defendant violated the applicable California Industrial Welfare Commission
21 (“IWC”) Order by failing to provide Plaintiff and the members of the class with timely
22 off-duty thirty (30) minute meal periods;
- 23 c. Whether Defendant had a policy or practice of not paying meal period premiums;
- 24 d. Whether members of the Plaintiff and the members of the class were not provided with
25 accurate wage statements as required by Labor Code section 226;
- 26 e. Whether Defendant violated Labor Code §§ 201-203 by failing to pay all wages due
27 upon termination to all Class members who were terminated or voluntarily quit;
- 28 f. Whether Defendant engaged in unfair practices and violated California Business &

1 Professions Code § 17200 by failing to provide Plaintiff and the members of the class
2 with their statutory off-duty meal periods on a timely basis;

3 g. Whether Defendant engaged in unfair practices and violated California Business &
4 Professions Code section 17200 by failing to pay Plaintiff and the members of the class
5 for non-compliant meal periods; and

6 h. The nature and extent of class-wide injury and the measure of damages or restitution.

7 23. **Typicality:** Plaintiff's claims are typical of the claims of the members of the class
8 he seeks to represent because Plaintiff, as a non-exempt employee of Defendant, was exposed and
9 subjected to the same unlawful business practices as other employees employed by Defendant
10 during the class period. Plaintiff and the members of the class he seeks to represent sustained the
11 same types of damages and losses.

12 24. **Adequacy:** Plaintiff is an adequate representative of the class he seeks to represent
13 because his interests do not conflict with the interests of the members of the class Plaintiff seeks to
14 represent. Plaintiff has retained counsel competent and experienced in complex class action
15 litigation and Plaintiff intends to prosecute this action vigorously. The interests of the members of
16 the class will be fairly and adequately protected by Plaintiff and her counsel.

17 25. **Superiority and Substantial Benefit:** The class action is superior to other
18 available means for the fair and efficient adjudication of Plaintiff's and the Class members' claims.
19 The damages suffered by each individual Class member may be limited. Damages of such
20 magnitude are small given the burden and expense of individual prosecution of the complex and
21 extensive litigation necessitated by Defendant's conduct. Further, it would be virtually impossible
22 for the Class members to redress the wrongs done to them on an individual basis. Even if members
23 of the Class themselves could afford such individual litigation, the court system could not.
24 Individualized litigation increases the delay and expense to all parties and the court system due to
25 the complex legal and factual issues of the case. By contrast, the class action device presents far
26 fewer management difficulties and provides the benefits of single adjudication, economy of scale,
27 and comprehensive supervision by a single court.

28 26. The Class should also be certified because:

- 1 a. The prosecution of separate actions by individual members of the Class would create a
2 risk of inconsistent or varying adjudications with respect to individual Class members
3 which would establish incompatible standards of conduct for Defendant;
- 4 b. The prosecution of separate actions by individual members of the Class would create a
5 risk of adjudication with respect to them, which would, as a practical matter, be
6 dispositive of the interests of the other Class members not parties to the adjudications,
7 or substantially impair or impede their ability to protect their interests; and
- 8 c. Defendant has acted or refused to act on grounds generally applicable to the Class,
9 and/or the general public, thereby making appropriate final and injunctive relief with
10 respect to the Class as a whole.

11 **FIRST CAUSE OF ACTION**
12 **FAILURE TO PROVIDE MEAL PERIODS**
13 **(Violation of Labor Code §§ 512, and the Applicable Wage Order)**
14 **(Against all defendants)**

15 27. Plaintiff re-alleges and incorporates all preceding paragraphs as if fully set forth
16 herein.

17 28. The Applicable Wage Order provides, in pertinent part: “[n]o employer shall
18 employ any person for a work period of more than five (5) hours without a meal period of not less
19 than 30 minutes, except that when a work period of not more than six (6) hours will complete the
20 day’s work the meal period may be waived by mutual consent of the employer and the employee.”

21 29. Labor Code § 512(a) provides, in pertinent part: “[a]n employer may not employ an
22 employee for a work period of more than five hours per day without providing the employee with a
23 meal period of not less than 30 minutes, except that if the total work period per day of the
24 employee is no more than six hours, the meal period may be waived by mutual consent of both the
25 employer and employee. An employer may not employ an employee for a work period of more
26 than 10 hours per day without providing the employee with a second meal period of not less than
27 30 minutes, except that if the total hours worked is no more than 12 hours, the second meal period
28 may be waived by mutual consent of the employer and the employee only if the first meal period
was not waived.”

1 30. As alleged herein, Defendant's pattern, practice, and uniform policy required
2 Plaintiff and other class members to delay their meal breaks when their shifts began at 5:00 a.m.,
3 forcing them to take meal breaks after the end of the fifth hour of work. Further, Defendants failed
4 to provide meal breaks on shifts over 10 hours.

5 31. Defendant failed to authorize and permit timely meal periods during the Class
6 period. Plaintiff and members of the class were routinely required to work without a timely meal
7 break at the direction of Defendant and/or with Defendant's knowledge and acquiescence.

8 32. By its actions in requiring its employees to delay their meal periods and/or its
9 failure to provide second meal periods on shifts over 10 hours, Defendant has violated California
10 Labor Code § 512 and the Applicable Wage Order, and is liable to Plaintiff and the class.

11 33. As a result of the unlawful acts of Defendant, Plaintiff and the class have been
12 deprived of timely meal periods, and are entitled to recovery under Labor Code § 512 and the
13 Applicable Wage Order, in the amount of one additional hour of pay at the employee's regular rate
14 of compensation for each workday in which Defendant failed to provide its employees with timely
15 statutory off-duty meal periods.

16 34. Plaintiff, and the other members of the class, are entitled to seek and recover
17 reasonable attorneys' fees and costs pursuant to Labor Code § 512.

18 **SECOND CAUSE OF ACTION**
19 **FAILURE TO FURNISH TIMELY AND ACCURATE WAGE STATEMENTS**
20 **(Violation of Labor Code §226)**
21 **(Against all defendants)**

22 35. Plaintiff re-alleges and incorporates all preceding paragraphs as if fully set forth
23 herein.

24 36. California Labor Code § 226(a) provides: "[e]very employer shall, semimonthly or
25 at the time of each payment of wages, furnish each of his or her employees, either as a detachable
26 part of the check, draft, or voucher paying the employee's wages, or separately when wages are
27 paid by personal check or cash, an accurate itemized statement in writing showing (1) gross wages
28 earned, (2) total hours worked by the employee [...], (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

1 that all deductions made on written orders of the employee may be aggregated and shown as one
2 item, (5) net wages earned, (6) the inclusive dates of the period for which the employee is paid, (7)
3 the name of the employee and only the last four digits of his or her social security number, [...], (8)
4 the name and address of the legal entity that is the employer, and (9) all applicable hourly rates in
5 effect during the pay period and the corresponding number of hours worked at each hourly rate by
6 the employee...”.

7 37. Labor Code § 226(e) provides that an employee suffering injury as a result of
8 knowing and intentional failure by an employer to comply with subdivision (a) is entitled to
9 recover the greater of all actual damages or \$50 for the initial pay period in which a violation of
10 Labor Code § 226(a) occurs and \$100 for each subsequent pay period, not to exceed an aggregate
11 penalty of \$4,000, and is entitled to an award of costs and reasonable attorneys’ fees.

12 38. Plaintiff is informed, believes and thereon alleges that at all times relevant,
13 Defendant knowingly and intentionally failed to furnish and continues to knowingly and
14 intentionally fail to furnish Plaintiff and each Class member with timely and accurate itemized
15 statements showing the gross wages earned by each of them, as required by Labor Code § 226(a),
16 in that the premiums owed to Plaintiff and the members of the Class for untimely meal periods
17 were not included in gross wages earned by Plaintiff and the Class.

18 39. Defendant’s failure to provide Plaintiff and members of the Class with accurate
19 itemized wage statements during the Class period has caused Plaintiff and members of the Class to
20 incur economic damages in that they were not aware that they were owed and not paid
21 compensation for late meal and/or missed periods.

22 40. As a result of Defendant’s issuance of inaccurate itemized wage statements to
23 Plaintiff and members of the Class in violation of Labor Code § 226(a), Plaintiff and the members
24 of the Class are each entitled to recover penalties pursuant to Labor Code § 226(e).

25 **THIRD CAUSE OF ACTION**
26 **FAILURE TO PAY ALL WAGES DUE UPON TERMINATION**
27 **(Violation of Labor Code §§ 201-203)**
28 **(Against all defendants)**

41. Plaintiff re-alleges and incorporates all preceding paragraphs as if fully set forth

1 herein.

2 42. California Labor Code §§ 201-203 provide that if an employer discharges an
3 employee, the wages earned and unpaid at the time of discharge are due and payable immediately,
4 and that if an employee voluntarily leaves his or her employment, his or her wages shall become
5 due and payable not later than seventy-two hours thereafter, unless the employee has given
6 seventy-two hours prior notice of his or her intention to quit in which case the employee is entitled
7 to his or her wages at the time of quitting.

8 43. During the Class period, Defendant willfully failed to pay Class members who are
9 no longer employed by Defendant all their earned wages, specifically, meal period premiums not
10 paid for late meal periods, either at the time of discharge or within seventy-two hours of their
11 leaving Defendant's employ in violation of California Labor Code §§ 201, 202, and 203.

12 44. Therefore, Plaintiff and members of the Class are entitled to waiting time penalties
13 for each day that has passed that they have not received all wages owed to them, up to 30 days.

14 **FOURTH CAUSE OF ACTION**
15 **VIOLATION OF CALIFORNIA'S UNFAIR COMPETITION LAW**
16 **(Violation of California's Unfair Competition Law, Bus. & Prof. Code §§ 17200 *et seq.*)**
17 **(Against all defendants)**

18 26 Plaintiff re-alleges and incorporates all preceding paragraphs as if fully set forth
19 herein.

20 27 Section 17200 of the California Business and Professions Code (the "UCL")
21 prohibits any unlawful, unfair, or fraudulent business practices.

22 28 Through its action alleged herein, Defendant has engaged in unfair competition
23 within the meaning of the UCL. Defendant's conduct, as alleged herein, constitutes unlawful,
24 unfair, and/or fraudulent business practices under the UCL.

25 29 Defendant's unlawful conduct under the UCL includes, but is not limited to,
26 violating the statutes alleged herein. Defendant's unfair conduct under the UCL includes, but is not
27 limited to, failure to pay Class members wages and compensation they earned through labor
28 provided, and failing to otherwise compensate Class members as alleged herein. Defendant's
fraudulent conduct includes, but is not limited to, issuing wage statements containing false and/or

misleading information about the meal period premiums owed to Class members.

30 Plaintiff has standing to assert this claim because he has suffered injury in fact and has lost money as a result of Defendant's conduct.

31 Plaintiff and the Class seek restitutionary disgorgement from Defendant of monies owed for all unpaid meal period premiums.

32 Plaintiff has assumed the responsibility of enforcement of the laws and public policies specified here by suing on behalf of himself and other similarly situated Class members previously or presently working for Defendant in California. Plaintiff's success in this action will enforce important rights affecting the public interest. Plaintiff will incur a financial burden in pursuing this action in the public interest. Therefore, an award of reasonable attorneys' fees to Plaintiff is appropriate pursuant to Code of Civil Procedure § 1021.5.

PRAYER

WHEREFORE, Plaintiff, on behalf of himself and all others similarly situated, prays for judgment against Defendant as to the appropriate causes of action as follows:

ON THE FIRST CAUSE OF ACTION

1. For one hour of wages due to Plaintiff and each Class member for each work period of more than five (5) hours when they did not receive an uninterrupted thirty (30) minute meal period;
2. For waiting time penalties according to proof;
3. For statutory costs according to proof; and
4. For statutory interest according to proof.

ON THE SECOND CAUSE OF ACTION

1. For statutory compensation for any harm caused;
2. For compensatory damages and interest thereon for actual harm caused; and
3. For statutory penalties under Labor Code § 226(e), interest and attorneys' fees and costs.

ON THE THIRD CAUSE OF ACTION

1. For statutory penalties, including thirty (30) days' wages at the correct hourly rate for

- all wages not timely paid upon termination;
2. For penalty enhancement for willful conduct;
3. For statutory interest according to proof; and
4. For reasonable attorney's fees and costs pursuant to the Labor Code.

ON THE FOURTH CAUSE OF ACTION

1. For equitable, injunctive and declaratory relief;
2. For liquidated damages pursuant to Labor Code § 1194.1; and
3. For restitutionary disgorgement pursuant to the UCL.

ON ALL CAUSES OF ACTION

1. An order that this action may proceed and be maintained as a class action;
2. Reasonable attorney's fees;
3. General, special and consequential damages, to the extent allowed by law;
4. Costs of suit;
5. For attorneys' fees pursuant to Code of Civil Procedure § 1021.5;
6. Prejudgment interest at the maximum legal rate; and
7. Such other relief as the Court may deem just and proper.

DATED:

THE MARKHAM LAW FIRM

By: _____

David R. Markham

Lisa Brevard

*Attorneys for Plaintiff and all others
similarly situated*

DEMAND FOR JURY TRIAL

Plaintiff demands a trial by jury for himself and the Class members on all claims so triable.

DATED:

THE MARKHAM LAW FIRM

By: _____

David R. Markham
Lisa Brevard
Attorneys for Plaintiff
and all others similarly situated

DRAFT

SENDER: COMPLETE THIS SECTION

- Complete items 1, 2, and 3.
- Print your name and address on the reverse so that we can return the card to you.
- Attach this card to the back of the mailpiece, or on the front if space permits.

1. Article Addressed to:

CT Corporation System - Agent
for KLA-TENCOR Corporation
330 N Brand Blvd, Ste 700
Glendale, CA 91203



9590 9402 8082 2349 3363 36

2. Article Number (Transfer from service label)

7018 1130 0001 7573 2220

PS Form 3811, July 2020 PSN 7530-02-000-9053

COMPLETE THIS SECTION ON DELIVERY

A. Signature

X☐ Agent☐ Addressee

B. Received by (Printed Name)

C. Date of Delivery

D. Is delivery address different from item 1? ☐ Yes
If YES, enter delivery address below: ☐ No

FEB 13 2024

3. Service Type

- ☐ Adult Signature
- ☐ Adult Signature Restricted Delivery
- ☐ Certified Mail®
- ☐ Certified Mail Restricted Delivery
- ☐ Collect on Delivery
- ☐ Collect on Delivery Res

- ☐ Priority Mail Express®
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- ☐ Signature Confirmation™
- ☐ Signature Confirmation

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- ☐ Return Receipt (electronic) \$
- ☐ Certified Mail Restricted Delivery \$
- ☐ Adult Signature Required \$
- ☐ Adult Signature Restricted Delivery \$

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CT Corporation System - Agent
for KLA-TENCOR Corporation
330 N Brand Blvd, Ste 700
Glendale, CA 91203

PS Form 3800, April 2015 PSN 7530-02-000-9047

See Reverse for Instructions

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KLA Corporation dba KLA-
TENCOR Corporation
Attn: Legal Department
One Technology Drive
Milpitas, California 95035

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See Reverse for Instructions