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**SUPERIOR COURT OF THE STATE OF CALIFORNIA  
FOR THE COUNTY OF ORANGE**

JEFFREY ELDRIDGE and JANINE NELSON,  
individually, on behalf of other members of the  
general public similarly situated, and on behalf  
of aggrieved employees pursuant to the Private  
Attorneys General Act ("PAGA");

Plaintiffs,

v.

ENDO PHARMACEUTICALS INC., a  
Delaware corporation; PAR  
PHARMACEUTICAL, INC., a New York  
corporation; ANCHEN  
PHARMACEUTICALS, INC., a Delaware  
corporation; and DOES 1 through 100,  
inclusive;

Defendants.

Case No.: 30-2020-01140634-CU-OE-CXC

**FIRST AMENDED CLASS ACTION  
COMPLAINT FOR DAMAGES**

- (1) Violation of California Labor Code §§ 510 and 1198 (Unpaid Overtime);
- (2) Violation of California Labor Code §§ 226.7 and 512(a) (Unpaid Meal Period Premiums);
- (3) Violation of California Labor Code § 226.7 (Unpaid Rest Period Premiums);
- (4) Violation of California Labor Code §§ 1194 and 1197 (Unpaid Minimum Wages);
- (5) Violation of California Labor Code §§ 201 and 202 (Final Wages Not Timely Paid);
- (6) Violation of California Labor Code § 226(a) (Non-Compliant Wage Statements);
- (7) Violation of California Labor Code §§ 2800 and 2802 (Unreimbursed Business Expenses);
- (8) Collection of Due and Unpaid Wages per California Labor Code § 229;
- (9) Violation of California Labor Code § 2698, *et seq.* (Private Attorneys General Act of 2004);
- (10) Violation of California Business & Professions Code § 17200, *et seq.*

**DEMAND FOR JURY TRIAL**

COMES NOW, Plaintiffs JEFFREY ELDRIDGE and JANINE NELSON (collectively, “Plaintiffs”) hereby submit their First Amended Complaint against Defendants Endo Pharmaceuticals Inc., Par Pharmaceutical, Inc., and Anchen Pharmaceuticals, Inc. (collectively, “Defendants”), individually, on behalf of other members of the general public similarly situated, and on behalf of aggrieved employees pursuant to the Private Attorneys General Act (“PAGA”), and allege as follows:

**JURISDICTION AND VENUE**

1. This class action is brought pursuant to the California Code of Civil Procedure section 382. The monetary damages and restitution sought by Plaintiffs exceed the minimal jurisdiction limits of the Superior Court and will be established according to proof at trial.

2. This Court has jurisdiction over this action pursuant to the California Constitution, Article VI, Section 10, which grants the superior court “original jurisdiction in all other causes” except those given by statute to other courts. The statutes under which this action is brought do not specify any other basis for jurisdiction.

3. This Court has jurisdiction over Defendants because, upon information and belief, Defendants are citizens of California, have sufficient minimum contacts in California, or otherwise intentionally avail themselves of the California market so as to render the exercise of jurisdiction over them by the California courts consistent with traditional notions of fair play and substantial justice.

4. Venue is proper in this Court because, upon information and belief, Defendants maintain offices, have agents, and/or transact business in the State of California, including the County of Orange. The majority of the acts and omissions alleged herein relating to Plaintiffs took place in the State of California. Defendants employed Plaintiffs within the State of California, County of Orange.

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**PARTIES**

5. Plaintiff JEFFREY ELDRIDGE is an individual residing in the State of California.

6. Plaintiff JANINE NELSON is an individual residing in the State of California.

7. Defendant ENDO PHARMACEUTICALS INC., at all times herein mentioned, was and is, upon information and belief, a Delaware corporation, and at all times herein mentioned, was and is, an employer whose employees are engaged throughout the State of California, including the County of Orange.

8. Defendant PAR PHARMACEUTICAL, INC., at all times herein mentioned, was and is, upon information and belief, a New York corporation, and at all times herein mentioned, was and is, an employer whose employees are engaged throughout the State of California, including the County of Orange.

9. Defendant ANCHEN PHARMACEUTICALS, INC., at all times herein mentioned, was and is, upon information and belief, a Delaware corporation, and at all times herein mentioned, was and is, an employer whose employees are engaged throughout the State of California, including the County of Orange.

10. At all relevant times, Defendants ENDO PHARMACEUTICALS INC., PAR PHARMACEUTICAL, INC., and ANCHEN PHARMACEUTICALS, INC., were the “employers” of Plaintiffs within the meaning of all applicable California laws and statutes.

11. At all times herein relevant, Defendants ENDO PHARMACEUTICALS INC., PAR PHARMACEUTICAL, INC., ANCHEN PHARMACEUTICALS, INC., and DOES 1 through 100, and each of them, were the agents, partners, joint venturers, joint employers, representatives, servants, employees, successors-in-interest, co-conspirators and assigns, each of the other, and at all times relevant hereto were acting within the course and scope of their authority as such agents, partners, joint venturers, joint employers, representatives, servants, employees, successors, co-conspirators and assigns, and all acts or omissions alleged herein were duly committed with the ratification, knowledge, permission, encouragement,

1 authorization, and consent of each defendant designated herein.

2 12. The true names and capacities, whether corporate, associate, individual or  
3 otherwise, of Defendants DOES 1 through 100, inclusive, are unknown to Plaintiffs, who sue  
4 said defendants by such fictitious names. Plaintiffs are informed and believe, and based on  
5 that information and belief allege, that each of the Defendants designated as a DOE is legally  
6 responsible for the events and happenings referred to in this Complaint, and unlawfully caused  
7 the injuries and damages to Plaintiffs and the other class members as alleged in this Complaint.  
8 Plaintiffs will seek leave of court to amend this Complaint to show the true names and  
9 capacities when the same have been ascertained.

10 13. Defendants ENDO PHARMACEUTICALS INC., PAR PHARMACEUTICAL,  
11 INC., ANCHEN PHARMACEUTICALS, INC., and DOES 1 through 100 will hereinafter  
12 collectively be referred to as “Defendants.”

13 14. Plaintiffs further allege that Defendants directly or indirectly controlled or  
14 affected the working conditions, wages, working hours, and conditions of employment of  
15 Plaintiffs and the other class members so as to make each of said Defendants employers and  
16 employers liable under the statutory provisions set forth herein.

17 **CLASS ACTION ALLEGATIONS**

18 15. Plaintiffs bring this action on their own behalf and on behalf of all other  
19 members of the general public similarly situated, and, thus, seek class certification under Code  
20 of Civil Procedure section 382.

21 16. The proposed class is defined as follows:

22 All individuals who are or previously were employed by Defendants in the State  
23 of California and classified as non-exempt employees at any time during the  
24 period from February 3, 2016, to December 31, 2021.

25 17. Plaintiffs reserve the right to establish subclasses as appropriate.

26 18. The class is ascertainable and there is a well-defined community of interest in  
27 the litigation:

- 1           a.     Numerosity: The class members are so numerous that joinder of all class  
2           members is impracticable. The membership of the entire class is  
3           unknown to Plaintiffs at this time; however, the class is estimated to be  
4           greater than fifty (50) individuals and the identity of such membership is  
5           readily ascertainable by inspection of Defendants' employment records.
- 6           b.     Typicality: Plaintiffs' claims are typical of all other class members'  
7           claims as demonstrated herein. Plaintiffs will fairly and adequately  
8           protect the interests of the other class members with whom they have a  
9           well-defined community of interest.
- 10          c.     Adequacy: Plaintiffs will fairly and adequately protect the interests of  
11          each class member, with whom they have a well-defined community of  
12          interest and typicality of claims, as demonstrated herein. Plaintiffs have  
13          no interest that is antagonistic to the other class members. Plaintiffs'  
14          attorneys, the proposed class counsel, are versed in the rules governing  
15          class action discovery, certification, and settlement. Plaintiffs have  
16          incurred, and during the pendency of this action will continue to incur,  
17          costs and attorneys' fees, that have been, are, and will be necessarily  
18          expended for the prosecution of this action for the substantial benefit of  
19          each class member.
- 20          d.     Superiority: A class action is superior to other available methods for the  
21          fair and efficient adjudication of this litigation because individual joinder  
22          of all class members is impractical.
- 23          e.     Public Policy Considerations: Certification of this lawsuit as a class  
24          action will advance public policy objectives. Employers of this great  
25          state violate employment and labor laws every day. Current employees  
26          are often afraid to assert their rights out of fear of direct or indirect  
27          retaliation. However, class actions provide the class members who are  
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1 not named in the complaint anonymity that allows for the vindication of  
2 their rights.

3 19. There are common questions of law and fact as to the class members that  
4 predominate over questions affecting only individual members. The following common  
5 questions of law or fact, among others, exist as to the members of the class:

- 6 a. Whether Defendants' failure to pay wages, without abatement or  
7 reduction, in accordance with the California Labor Code, was willful;
- 8 b. Whether Defendants failed to pay their hourly-paid or non-exempt  
9 employees within the State of California for all hours worked, missed  
10 meal periods and rest breaks in violation of California law;
- 11 c. Whether Defendants required Plaintiffs and the other class members to  
12 work over eight (8) hours per day and/or over forty (40) hours per week  
13 and failed to pay the legally required overtime compensation to Plaintiffs  
14 and the other class members;
- 15 d. Whether Defendants properly calculated the regular rate for Plaintiffs  
16 and the other class members who worked overtime and earned incentive  
17 pay;
- 18 e. Whether Defendants deprived Plaintiffs and the other class members of  
19 meal and/or rest periods or required Plaintiffs and the other class  
20 members to work during meal and/or rest periods without compensation;
- 21 f. Whether Defendants failed to pay minimum wages to Plaintiffs and the  
22 other class members for all hours worked;
- 23 g. Whether Defendants failed to pay all wages due to Plaintiffs and the other  
24 class members within the required time upon their discharge or  
25 resignation;
- 26 h. Whether Defendants failed to timely pay all wages due to Plaintiffs and  
27 the other class members during their employment;

- i. Whether Defendants complied with wage reporting as required by the California Labor Code, including, inter alia, section 226;
- j. Whether Defendants failed to reimburse Plaintiffs and the other class members for necessary business-related expenses and costs;
- k. Whether Defendants failed to properly calculate and pay sick pay to Plaintiffs and the other class members;
- l. Whether Defendants' conduct was willful or reckless;
- m. Whether Defendants engaged in unfair business practices in violation of California Business & Professions Code section 17200, *et seq.*;
- n. The appropriate amount of damages, restitution, and/or monetary penalties resulting from Defendants' violation of California law; and
- o. Whether Plaintiffs and the other class members are entitled to compensatory damages pursuant to the California Labor Code.

#### **GENERAL ALLEGATIONS**

20. During the relevant time period set forth herein, Defendants employed Plaintiffs and other persons as hourly-paid or non-exempt employees within the State of California.

21. Defendants, jointly and severally, employed Plaintiff JEFFREY ELDRIDGE as an hourly-paid employee from May of 2010 to February of 2019 in the State of California, County of Orange.

22. Defendants, jointly and severally, employed Plaintiff JANINE NELSON as an hourly-paid employee from April of 2017 to June of 2019 in the State of California, County of Orange.

23. Defendants had the authority to hire and terminate Plaintiffs and the other class members; to set work rules and conditions governing Plaintiffs' and the other class members' employment; and to supervise their daily employment activities.

24. Defendants exercised sufficient authority over the terms and conditions of Plaintiffs and the other class members' employment for them to be joint employers of

1 Plaintiffs and the other class members.

2 25. Defendants directly hired and paid wages and benefits to Plaintiffs and the other  
3 class members.

4 26. Defendants continue to employ hourly-paid, non-exempt, and/or exempt  
5 employees within the State of California.

6 27. Plaintiffs and the other class members worked over eight (8) hours in a day,  
7 and/or forty (40) hours in a week during their employment with Defendants.

8 28. Plaintiffs are informed and believe, and based thereon allege, that Defendants  
9 engaged in a pattern and practice of wage abuse against their hourly-paid or non-exempt  
10 employees within the State of California. This scheme involved, inter alia, failing to pay them  
11 for all hours worked, missed meal periods, and missed rest breaks in violation of California  
12 law.

13 29. Plaintiffs are informed and believe, and based thereon allege, that Defendants  
14 knew or should have known that Plaintiffs and the other class members were entitled to receive  
15 certain wages for overtime compensation and that Plaintiffs and the other class members were  
16 not receiving wages for overtime compensation.

17 30. Plaintiffs are informed and believe, and based thereon allege, that Defendants  
18 failed to provide Plaintiffs and the other class members the required rest and meal periods  
19 during the relevant time period as required under the Industrial Welfare Commission Wage  
20 Orders and thus they are entitled to any and all applicable penalties.

21 31. Plaintiffs are informed and believe, and based thereon allege, that Defendants  
22 knew or should have known that Plaintiffs and the other class members were entitled to receive  
23 all timely and complete meal periods or payment of one additional hour of pay at Plaintiffs'  
24 and the other class members' regular rates of pay when a meal period was missed, late or  
25 interrupted, and that Plaintiffs and the other class members did not receive all timely and  
26 proper meal periods or payment of one additional hour of pay at their regular rates of pay  
27 when a meal period was missed.

32. Plaintiffs are informed and believe, and based thereon allege, that Defendants knew or should have known that Plaintiffs and the other class members were entitled to receive all timely rest periods without interruption or payment of one additional hour of pay at Plaintiffs' and the other class members' regular rates of pay when a rest period was missed, late or interrupted, and that Plaintiffs and the other class members did not receive all rest periods or payment of one additional hour of pay at their regular rates of pay when a rest period was missed.

33. Plaintiffs are informed and believe, and based thereon allege, that Defendants knew or should have known that Plaintiffs and the other class members were entitled to receive at least minimum wages for compensation and that Plaintiffs and the other class members were not receiving at least minimum wages for all hours worked.

34. Plaintiffs are informed and believe, and based thereon allege, that Defendants knew or should have known that Plaintiffs and the other class members were entitled to receive the wages owed to them upon discharge or resignation, including overtime and minimum wages and meal and rest period premiums, and that Plaintiffs and the other class members did not, in fact, receive such wages owed to them at the time of their discharge or resignation.

35. Plaintiffs are informed and believe, and based thereon allege, that Defendants knew or should have known that Plaintiffs and the other class members were entitled to receive complete and accurate wage statements in accordance with California law, but, in fact, Plaintiffs and the other class members did not receive complete and accurate wage statements from Defendants. The deficiencies included, inter alia, the failure to include the total number of hours worked by Plaintiffs and the other class members.

36. Plaintiffs are informed and believe, and based thereon allege, that Defendants knew or should have known that Plaintiffs and the other class members were entitled to reimbursement for necessary business-related expenses.

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1           37. Plaintiffs are informed and believe, and based thereon allege, that Defendants  
2 knew or should have known that Defendants had to keep complete and accurate payroll records  
3 for Plaintiffs and the other class members in accordance with California law, but, in fact, did  
4 not keep complete and accurate payroll records for Plaintiffs and the other class members.

5           38. Plaintiffs are informed and believe, and based thereon allege, that Defendants  
6 knew or should have known that they had a duty to compensate Plaintiffs and the other class  
7 members pursuant to California law, and that Defendants had the financial ability to pay such  
8 compensation, but willfully, knowingly, and intentionally failed to do so, and falsely  
9 represented to Plaintiffs and the other class members that they were properly denied wages,  
10 all in order to increase Defendants' profits.

11           39. During the relevant time period set forth herein, Defendants failed to pay  
12 overtime wages to Plaintiffs and the other class members for all hours worked. Plaintiffs and  
13 the other class members were required to work more than eight (8) hours per day and/or forty  
14 (40) hours per week without overtime compensation.

15           40. During the relevant time period set forth herein, Defendants failed to provide the  
16 requisite uninterrupted and timely meal and rest periods to Plaintiffs and the other class  
17 members.

18           41. During the relevant time period set forth herein, Defendants failed to pay  
19 Plaintiffs and the other class members at least minimum wages for all hours worked.

20           42. During the relevant time period set forth herein, Defendants failed to pay  
21 Plaintiffs and the other class members the wages owed to them upon discharge or resignation.

22           43. During the relevant time period set forth herein, Defendants failed to provide  
23 complete or accurate wage statements to Plaintiffs and the other class members.

24           44. During the relevant time period set forth herein, Defendants failed to keep  
25 complete or accurate payroll records for Plaintiffs and the other class members.

26           45. During the relevant time period set forth herein, Defendants failed to reimburse  
27 Plaintiffs and the other class members for necessary business-related expenses and costs.  
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52. California Labor Code section 510 codifies the right to overtime compensation at one-and-one-half times the regular hourly rate for hours worked in excess of eight (8) hours in a day or forty (40) hours in a week or for the first eight (8) hours worked on the seventh day of work, and overtime compensation at twice the regular hourly rate for hours worked in excess of twelve (12) hours in a day or in excess of eight (8) hours in a day on the seventh day of work.

53. During the relevant time period set forth herein, Plaintiffs and the other class members worked in excess of eight (8) hours in a day, and/or in excess of forty (40) hours in a week.

54. During the relevant time period set forth herein, Defendants intentionally and willfully failed to pay overtime wages owed to Plaintiffs and the other class members.

55. Defendants' pattern and practice of failing to pay Plaintiffs and the other class members the unpaid balance of overtime compensation, as required by California laws, violate the provisions of California Labor Code sections 510 and 1198, and are therefore unlawful.

56. Pursuant to California Labor Code section 1194, Plaintiffs and the other class members are entitled to recover unpaid overtime compensation, as well as interest, costs, and attorneys' fees.

## **SECOND CAUSE OF ACTION**

**(Violation of California Labor Code §§ 226.7 and 512(a))**

**(Against ENDO PHARMACEUTICALS INC., PAR PHARMACEUTICAL, INC.,  
ANCHEN PHARMACEUTICALS, INC., and DOES 1 through 100)**

57. Plaintiffs incorporate by reference the allegations contained in paragraphs 1 through 56, and each and every part thereof, with the same force and effect as though fully set forth herein.

58. During the relevant time period set forth herein, the IWC Order and California Labor Code sections 226.7 and 512(a) were applicable to Plaintiffs' and the other class members' employment by Defendants.

1           59. During the relevant time period set forth herein, California Labor Code section  
2 226.7 provides that no employer shall require an employee to work during any meal or rest  
3 period mandated by an applicable order of the California IWC.

4           60. During the relevant time period set forth herein, the applicable IWC Wage Order  
5 and California Labor Code section 512(a) provide that an employer may not require, cause or  
6 permit an employee to work for a work period of more than five (5) hours per day without  
7 providing the employee with a meal period of not less than thirty (30) minutes, except that if  
8 the total work period per day of the employee is no more than six (6) hours, the meal period  
9 may be waived by mutual consent of both the employer and employee.

10          61. During the relevant time period set forth herein, the applicable IWC Wage Order  
11 and California Labor Code section 512(a) further provide that an employer may not require,  
12 cause, or permit an employee to work for a work period of more than ten (10) hours per day  
13 without providing the employee with a second uninterrupted meal period of not less than thirty  
14 (30) minutes, except that if the total hours worked is no more than twelve (12) hours, the  
15 second meal period may be waived by mutual consent of the employer and the employee only  
16 if the first meal period was not waived.

17          62. During the relevant time period set forth herein, Plaintiffs and the other class  
18 members who were scheduled to work for a period of time no longer than six (6) hours, and  
19 who did not waive their legally-mandated meal periods by mutual consent, were required to  
20 work for periods longer than five (5) hours without an uninterrupted meal period of not less  
21 than thirty (30) minutes and/or without a rest period.

22          63. During the relevant time period set forth herein, Plaintiffs and the other class  
23 members who were scheduled to work for a period of time no longer than twelve (12) hours,  
24 and who did not waive their legally-mandated meal periods by mutual consent, were required  
25 to work for periods longer than ten (10) hours without an uninterrupted meal period of not less  
26 than thirty (30) minutes and/or without a rest period.

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1           64. During the relevant time period set forth herein, Plaintiffs and the other class  
2 members who were scheduled to work for a period of time in excess of six (6) hours were  
3 required to work for periods longer than five (5) hours without an uninterrupted meal period  
4 of not less than thirty (30) minutes and/or without a rest period.

5           65. During the relevant time period set forth herein, Plaintiffs and the other class  
6 members who were scheduled to work for a period of time in excess of twelve (12) hours were  
7 required to work for periods longer than ten (10) hours without an uninterrupted meal period  
8 of not less than thirty (30) minutes and/or without a rest period.

9           66. During the relevant time period set forth herein, Defendants intentionally and  
10 willfully required Plaintiffs and the other class members to work during meal periods and  
11 failed to compensate Plaintiffs and the other class members the full meal period premium for  
12 work performed during meal periods.

13           67. During the relevant time period set forth herein, Defendants failed to pay  
14 Plaintiffs and the other class members the full meal period premium due pursuant to California  
15 Labor Code section 226.7.

16           68. Defendants' conduct violates applicable IWC Wage Order and California Labor  
17 Code sections 226.7 and 512(a).

18           69. Pursuant to the applicable IWC Wage Order and California Labor Code section  
19 226.7(b), Plaintiffs and the other class members are entitled to recover from Defendants one  
20 additional hour of pay at the employee's regular rate of compensation for each workday that  
21 the meal or rest period is not provided.

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1 **THIRD CAUSE OF ACTION**

2 **(Violation of California Labor Code § 226.7)**

3 **(Against ENDO PHARMACEUTICALS INC., PAR PHARMACEUTICAL, INC.,**  
4 **ANCHEN PHARMACEUTICALS, INC., and DOES 1 through 100)**

5 70. Plaintiffs incorporate by reference the allegations contained in paragraphs 1  
6 through 69, and each and every part thereof, with the same force and effect as though fully set  
7 forth herein.

8 71. During the relevant time period set forth herein, the applicable IWC Wage Order  
9 and California Labor Code section 226.7 were applicable to Plaintiffs' and the other class  
10 members' employment by Defendants.

11 72. During the relevant time period set forth herein, California Labor Code section  
12 226.7 provides that no employer shall require an employee to work during any rest period  
13 mandated by an applicable order of the California IWC.

14 73. During the relevant time period set forth herein, the applicable IWC Wage Order  
15 provides that "[e]very employer shall authorize and permit all employees to take rest periods,  
16 which insofar as practicable shall be in the middle of each work period" and that the "rest  
17 period time shall be based on the total hours worked daily at the rate of ten (10) minutes net  
18 rest time per four (4) hours or major fraction thereof" unless the total daily work time is less  
19 than three and one-half (3 ½) hours.

20 74. During the relevant time period set forth herein, Defendants required Plaintiffs  
21 and the other class members to work four (4) or more hours without authorizing or permitting  
22 a ten (10) minute rest period per each four (4) hour period worked.

23 75. During the relevant time period set forth herein, Defendants willfully required  
24 Plaintiffs and the other class members to work during rest periods and failed to pay Plaintiffs  
25 and the other class members the full rest period premium for work performed during rest  
26 periods.

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thereon.

83. Pursuant to California Labor Code section 1194.2, Plaintiffs and the other class members are entitled to recover liquidated damages in an amount equal to the wages unlawfully unpaid and interest thereon.

**FIFTH CAUSE OF ACTION**

**(Violation of California Labor Code §§ 201 and 202)**

**(Against ENDO PHARMACEUTICALS INC., PAR PHARMACEUTICAL, INC.,  
ANCHEN PHARMACEUTICALS, INC., and DOES 1 through 100)**

84. Plaintiffs incorporate by reference the allegations contained in paragraphs 1 through 83, and each and every part thereof, with the same force and effect as though fully set forth herein.

85. During the relevant time period set forth herein, California Labor Code sections 201 and 202 provide that if an employer discharges an employee, the wages earned and unpaid at the time of discharge are due and payable immediately, and if an employee quits his or her employment, his or her wages shall become due and payable not later than seventy-two (72) hours thereafter, unless the employee has given seventy-two (72) hours' notice of his or her intention to quit, in which case the employee is entitled to his or her wages at the time of quitting.

86. During the relevant time period set forth herein, Defendants intentionally and willfully failed to pay Plaintiffs and the other class members who are no longer employed by Defendants their wages, earned and unpaid, within seventy-two (72) hours of their leaving Defendants' employ.

87. Defendants' pattern and practice of failing to pay Plaintiffs and the other class members who are no longer employed by Defendants their wages, earned and unpaid, within seventy-two (72) hours of their leaving Defendants' employ, violate California Labor Code sections 201 and 202.

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88. California Labor Code section 203 provides that if an employer willfully fails to pay wages owed, in accordance with sections 201 and 202, then the wages of the employee shall continue as a penalty from the due date thereof at the same rate until paid or until an action is commenced; but the wages shall not continue for more than thirty (30) days.

89. Plaintiffs and the other class members are entitled to recover from Defendants the statutory penalty wages for each day they were not paid, up to the thirty (30) day maximum as provided by Labor Code section 203.

### **SIXTH CAUSE OF ACTION**

**(Violation of California Labor Code § 226(a))**

**(Against ENDO PHARMACEUTICALS INC., PAR PHARMACEUTICAL, INC.,  
ANCHEN PHARMACEUTICALS, INC., and DOES 1 through 100)**

90. Plaintiffs incorporate by reference the allegations contained in paragraphs 1 through 89, and each and every part thereof, with the same force and effect as though fully set forth herein.

91. During the relevant time period set forth herein, California Labor Code section 226(a) provides that every employer shall furnish each of his or her employees 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 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. The deductions made from payments 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 or a 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.

92. During the relevant time period set forth herein, Defendants intentionally and willfully failed to provide Plaintiffs and the other class members with complete and accurate wage statements. The deficiencies include, but are not limited to, the failure to include the total number of hours worked by Plaintiffs and the other class members.

93. As a result of Defendants' violation of California Labor Code section 226(a), Plaintiffs and the other class members have suffered injury and damage to their statutorily protected rights.

94. More specifically, Plaintiffs and the other class members have been injured by Defendants' intentional and willful violation of California Labor Code section 226(a) because they were denied both their legal right to receive, and their protected interest in receiving, accurate and itemized wage statements pursuant to California Labor Code section 226(a).

95. Plaintiffs and the other class members are entitled to recover from Defendants the greater of their actual damages caused by Defendants' failure to comply with California Labor Code section 226(a), or an aggregate penalty not exceeding four thousand dollars per employee.

96. Plaintiffs and the other class members are also entitled to injunctive relief to ensure compliance with this section, pursuant to California Labor Code section 226(g).

#### **SEVENTH CAUSE OF ACTION**

**(Violation of California Labor Code §§ 2800 and 2802)**

**(Against ENDO PHARMACEUTICALS INC., PAR PHARMACEUTICAL, INC.,  
ANCHEN PHARMACEUTICALS, INC., and DOES 1 through 100)**

97. Plaintiffs incorporate by reference the allegations contained in paragraphs 1 through 96, and each and every part thereof, with the same force and effect as though fully set forth herein.

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1           98. During the relevant time period set forth herein, California Labor Code sections  
2 2800 and 2802 provide that an employer must reimburse its employee for all necessary  
3 expenditures incurred by the employee in direct consequence of the discharge of his or her job  
4 duties or in direct consequence of his or her obedience to the directions of the employer.

5           99. During the relevant time period set forth herein, Defendants intentionally and  
6 willfully failed to reimburse Plaintiffs and the other class members for all necessary business-  
7 related expenses and costs.

8           100. Defendants' pattern and practice of failing to reimburse Plaintiffs and the other  
9 class members for all necessary business-related expenses and costs violate California Labor  
10 Code sections 2800 and 2802. Pursuant to those sections, Plaintiffs and the other class members  
11 are entitled to recover from Defendants their business-related expenses and costs incurred during  
12 the course and scope of their employment, plus interest accrued from the date on which the  
13 employee incurred the necessary expenditures at the same rate as judgments in civil actions in  
14 the State of California.

15                                   **EIGHTH CAUSE OF ACTION**

16                           **(Collection of Due and Unpaid Wages per Labor Code § 229)**

17                   **(Against ENDO PHARMACEUTICALS INC., PAR PHARMACEUTICAL, INC.,**  
18                   **ANCHEN PHARMACEUTICALS, INC., and DOES 1 through 100)**

19           101. Plaintiffs incorporate by reference the allegations contained in paragraphs 1  
20 through 100, and each and every part thereof, with the same force and effect as though fully  
21 set forth herein.

22                                   **Failure to Pay Minimum Wage**

23           102. During the relevant time period set forth herein, California Labor Code sections  
24 1194, 1197, and 1197.1 provide that the minimum wage to be paid to employees, and the  
25 payment of a lesser wage than the minimum so fixed, is unlawful.

26           103. During the relevant time period, Defendants failed to pay minimum wages to  
27 Plaintiffs and the other class members as required, pursuant to California Labor Code sections  
28

1 1194, 1197, and 1197.1.

2 104. Defendants' failure to pay Plaintiffs and the other class members the minimum  
3 wage as required violates California Labor Code sections 1194, 1197, and 1197.1. Pursuant to  
4 those sections, Plaintiffs and the other class members are entitled to recover the unpaid balance  
5 of their minimum wage compensation as well as interest, costs, and attorneys' fees, and  
6 liquidated damages in an amount equal to the wages unlawfully unpaid and interest thereon.

7 **Failure to Pay Overtime**

8 105. California Labor Code section 1198 and the applicable Industrial Welfare  
9 Commission ("IWC") Wage Order provide that it is unlawful to employ persons without  
10 compensating them at a rate of pay either time-and-one-half or two-times that person's regular  
11 rate of pay, depending on the number of hours worked by the person on a daily or weekly  
12 basis.

13 106. Specifically, the applicable IWC Wage Order provides that Defendants are and  
14 were required to pay Plaintiffs and the other class members employed by Defendants, and  
15 working more than eight (8) hours in a day or more than forty (40) hours in a workweek, at  
16 the rate of time-and-one-half for all hours worked in excess of eight (8) hours in a day or more  
17 than forty (40) hours in a workweek.

18 107. The applicable IWC Wage Order further provides that Defendants are and were  
19 required to pay Plaintiffs and the other class members overtime compensation at a rate of two  
20 times their regular rates of pay for all hours worked in excess of twelve (12) hours in a day.

21 108. California Labor Code section 510 codifies the right to overtime compensation  
22 at one-and-one-half times the regular hourly rate for hours worked in excess of eight (8) hours  
23 in a day or forty (40) hours in a week or for the first eight (8) hours worked on the seventh  
24 day of work, and to overtime compensation at twice the regular hourly rate for hours worked  
25 in excess of twelve (12) hours in a day or in excess of eight (8) hours in a day on the seventh  
26 day of work.

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109. During the relevant time period, Plaintiffs and the other class members worked in excess of eight (8) hours in a day, and/or in excess of forty (40) hours in a week.

110. During the relevant time period, Defendants intentionally and willfully failed to pay overtime wages owed to Plaintiffs and the other class members as required by California law.

111. Defendants' failure to pay Plaintiffs and the other class members the unpaid balance of overtime compensation, as required by California laws, violates the provisions of California Labor Code sections 510 and 1198, and is therefore unlawful.

112. Pursuant to California Labor Code section 1194, Plaintiffs and the other class members are entitled to recover unpaid overtime compensation, as well as interest, costs, and attorneys' fees.

## Failure to Pay Meal Premiums

113. During the relevant time period, California Labor Code section 226.7 provides that no employer shall require an employee to work during any meal or rest period mandated by an applicable order of the California IWC.

114. During the relevant time period, the applicable IWC Wage Order and California Labor Code section 512(a) provide that an employer may not require, cause or permit an employee to work for a work period of more than five (5) hours per day without providing the employee with a meal period of not less than thirty (30) minutes, except that if the total work period per day of the employee is no more than six (6) hours, the meal period may be waived by mutual consent of both the employer and employee.

115. During the relevant time period, the applicable IWC Wage Order and California Labor Code section 512(a) further provide that an employer may not require, cause, or permit an employee to work for a work period of more than ten (10) hours per day without providing the employee with a second uninterrupted meal period of not less than thirty (30) minutes, except that if the total hours worked is no more than twelve (12) hours, the second meal period may be waived by mutual consent of the employer and the employee only if the first meal

1 period was not waived.

2 116. During the relevant time period, Plaintiffs and the other class members who were  
3 scheduled to work for a period of time no longer than six (6) hours, and who did not waive  
4 their legally-mandated meal periods by mutual consent, were required to work for periods  
5 longer than five (5) hours without an uninterrupted meal period of not less than thirty (30)  
6 minutes and/or without a rest period.

7 117. During the relevant time period, Plaintiffs and the other class members who were  
8 scheduled to work for a period of time no longer than twelve (12) hours, and who did not  
9 waive their legally-mandated meal periods by mutual consent, were required to work for  
10 periods longer than ten (10) hours without an uninterrupted meal period of not less than thirty  
11 (30) minutes and/or without a rest period.

12 118. During the relevant time period, Plaintiffs and the other class members who were  
13 scheduled to work for a period of time in excess of six (6) hours were required to work for  
14 periods longer than five (5) hours without an uninterrupted meal period of not less than thirty  
15 (30) minutes and/or without a rest period.

16 119. During the relevant time period, Plaintiffs and the other class members who were  
17 scheduled to work for a period of time in excess of twelve (12) hours were required to work  
18 for periods longer than ten (10) hours without an uninterrupted meal period of not less than  
19 thirty (30) minutes and/or without a rest period.

20 120. During the relevant time period, Defendants intentionally and willfully required  
21 Plaintiffs and the other class members to work during meal periods and failed to compensate  
22 Plaintiffs and the other class members the full meal period premium for work performed  
23 during meal periods.

24 121. During the relevant time period, Defendants failed to pay Plaintiffs and the other  
25 class members the full meal period premium due pursuant to California Labor Code section  
26 226.7.

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122. Defendants' conduct violates applicable IWC Wage Order and California Labor Code sections 226.7 and 512(a).

123. Pursuant to the applicable IWC Wage Order and California Labor Code section 226.7(b), Plaintiffs and the other class members are entitled to recover from Defendants one additional hour of pay at the employee's regular rate of compensation for each workday that the meal period was not provided.

#### **Failure to Pay Rest Premiums**

124. During the relevant time period, California Labor Code section 226.7 provides that no employer shall require an employee to work during any rest period mandated by an applicable order of the California IWC.

125. During the relevant time period, the applicable IWC Wage Order provides that "[e]very employer shall authorize and permit all employees to take rest periods, which insofar as practicable shall be in the middle of each work period" and that the "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" unless the total daily work time is less than three and one-half (3 ½) hours.

126. During the relevant time period, Defendants required Plaintiffs and the other class members to work four (4) or more hours without authorizing or permitting a ten (10) minute rest period per each four (4) hour period worked.

127. During the relevant time period, Defendants willfully required Plaintiffs and the other class members to work during rest periods and failed to pay Plaintiffs and the other class members the full rest period premium for work performed during rest periods.

128. During the relevant time period, Defendants failed to pay Plaintiffs and the other class members the full rest period premium due pursuant to California Labor Code section 226.7.

129. Defendants' conduct violates applicable IWC Wage Orders and California Labor Code section 226.7.

130. Pursuant to the applicable IWC Wage Orders and California Labor Code section 226.7(b), Plaintiffs and the other class members are entitled to recover from Defendants one additional hour of pay at the employee's regular rate of compensation for each workday that the rest period was not provided.

131. Plaintiffs and the other class members seek these due and unpaid wages pursuant to California Labor Code section 229, which includes minimum wage, overtime wages and premium wages.

### **NINTH CAUSE OF ACTION**

**(Violation of California Labor Code § 2698, *et seq.* ("PAGA"))**

**(Against ENDO PHARMACEUTICALS INC., PAR PHARMACEUTICAL, INC.,  
ANCHEN PHARMACEUTICALS, INC., and DOES 1 through 100)**

132. Plaintiffs incorporate by reference the allegations contained in paragraphs 1 through 131, and each and every part thereof, with the same force and effect as though fully set forth herein.

133. PAGA expressly establishes that any provision of the California Labor Code which provides for a civil penalty to be assessed and collected by the California Labor and Workforce Development Agency ("LWDA"), or any of its departments, divisions, commissions, boards, agencies, or employees for a violation of the California Labor Code, may be recovered through a civil action brought by an aggrieved employee on behalf of himself or herself, and other current or former employees.

134. On February 3, 2020, Plaintiff JEFFREY ELDRIDGE provided written notice to the LWDA and Defendants of the specific provisions of the Labor Code he contends were violated, and the theories supporting his contentions. Attached hereto as **Exhibit 1** and incorporated by reference is a copy of the February 3, 2020 written notice to the LWDA. On February 12, 2020, Plaintiff JEFFREY ELDRIDGE submitted an amended written notice to the LWDA, adding Plaintiff JANINE NELSON as an additional representative, which is attached hereto as **Exhibit 2**. Plaintiffs believe that on or about April 17, 2020, the sixty-five

(65) days' notice period expired as to all Defendants, and the LWDA did not take any action to investigate or prosecute this matter. Therefore, Plaintiffs exhausted the statutory time period to bring this action.

135. Plaintiffs and the other hourly-paid or non-exempt employees are "aggrieved employees" as defined by California Labor Code section 2699(c) in that they are all individuals who are or were previously employed by Defendants in the State of California and classified as non-exempt employees at any time during the period from February 3, 2019, to December 31, 2021, and one or more of the alleged violations was committed against them.

#### **Failure to Pay Minimum and Overtime Wages**

136. At all times relevant herein, Defendants were required to compensate their non-exempt employees minimum wages for all hours worked and overtime wages for all hours worked in excess of eight (8) hours in a day or forty (40) hours in a workweek, pursuant to the mandate of Labor Code sections 510, 1194, 1197, and 1198.

137. As a pattern and practice, Defendants failed to compensate Plaintiffs and other aggrieved current and former employees for all hours worked, resulting in a failure to pay all minimum wages and overtime wages, where applicable.

#### **Failure to Provide Meal Periods and Rest Breaks**

138. In accordance with the mandates of Labor Code sections 226.7 and 512, Defendants were required to authorize and permit their non-exempt employees to take a 10-minute rest break for every four (4) hours worked or major fraction thereof, and were further required to provide their non-exempt employees with a 30-minute meal period for every five (5) hours worked.

139. As a pattern and practice, Defendants failed to provide Plaintiffs and other aggrieved current and former employees with legally-mandated meal periods and rest breaks and failed to pay proper compensation for this failure.

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1                                   **Failure to Timely Pay Wages During Employment**

2           140. At all times relevant herein, Defendants were required to pay their employees  
3 within a specified time period pursuant to the mandate of Labor Code section 204.

4           141. As a pattern and practice, Defendants failed to pay Plaintiffs and other aggrieved  
5 current and former employees all wages due and owing them within the required time period.

6                                   **Failure to Timely Pay Wages Upon Termination**

7           142. At all times relevant herein, Defendants were required to pay their employees  
8 all wages owed in a timely fashion at the end of employment pursuant to Labor Code sections  
9 201 to 204.

10          143. As a pattern and practice, as a result of Defendants' Labor Code violations  
11 alleged above, Defendants failed to pay Plaintiffs and other aggrieved former employees their  
12 final wages pursuant to Labor Code sections 201 to 204 and accordingly owe waiting time  
13 penalties pursuant to Labor Code section 203.

14                               **Failure to Provide Complete and Accurate Wage Statements**

15          144. At all times relevant herein, Defendants were required to keep *accurate* records  
16 regarding their California employees pursuant to the mandate of Labor Code sections 226 and  
17 1174.

18          145. As a pattern and practice, as a result of Defendants' various Labor Code  
19 violations, Defendants failed to keep accurate records regarding Plaintiffs and other aggrieved  
20 current and former employees. For example, Defendants failed in their affirmative obligation  
21 to keep accurate records regarding Plaintiffs and other aggrieved current and former  
22 employees' gross wages earned, total hours worked, all deductions, net wages earned, and all  
23 applicable hourly rates and the number of hours worked at each hourly rate.

24                               **Failure to Reimburse Business Expenses**

25          146. At all times relevant herein, Defendants were required to reimburse their  
26 employees for any and all necessary expenditures or losses incurred by the employees in direct  
27 consequence of the discharge of their duties pursuant to the mandate of Labor Code sections  
28

2800 and 2802.

147. As a pattern and practice, Defendants failed to reimburse Plaintiffs and other aggrieved current and former employees for all business expenses incurred and owing them within the required time period.

### **Penalties**

148. Pursuant to California Labor Code section 2699, Plaintiffs, individually, and on behalf of other current and former aggrieved employees, request and are entitled to recover from Defendants, and each of them, civil penalties, interest, attorneys' fees and costs, including but not limited to:

a. Penalties under California Labor Code section 2699 in the amount of one hundred dollars (\$100) for each aggrieved employee per pay period for the initial violation, and two hundred dollars (\$200) for each aggrieved employee per pay period for each subsequent violation;

b. Penalties under California Code of Regulations Title 8 section 11040 in the amount of fifty dollars (\$50) for each aggrieved employee per pay period for the initial violation, and one hundred dollars (\$100) for each aggrieved employee per pay period for each subsequent violation;

c. Penalties under California Labor Code section 210 in addition to, and entirely independent and apart from, any other penalty provided in the California Labor Code in the amount of one hundred dollars (\$100) for each aggrieved employee per pay period for the initial violation, and two hundred dollars (\$200) for each aggrieved employee per pay period for each subsequent violation;

d. Penalties under Labor Code section 1197.1 in the amount of one hundred dollars (\$100) for each aggrieved employee per pay period for the initial violation, and two hundred fifty dollars (\$250) for each aggrieved employee per pay period for each subsequent violation;

e. Wages under California Labor Code section 558 in addition to, and entirely independent and apart from, any other penalty provided in the California Labor Code;

f. Any and all additional penalties as provided by the Labor Code and/or other statutes; and

g. Attorneys' fees and costs pursuant to Labor Code sections 210, 1194, and 2699, and any other applicable statute.

**TENTH CAUSE OF ACTION**

**(Violation of California Business & Professions Code § 17200, *et seq.*)  
(Against ENDO PHARMACEUTICALS INC., PAR PHARMACEUTICAL, INC.,  
ANCHEN PHARMACEUTICALS, INC., and DOES 1 through 100)**

149. Plaintiffs incorporate by reference the allegations contained in paragraphs 1 through 148, and each and every part thereof, with the same force and effect as though fully set forth herein.

150. Defendants' conduct, as alleged herein, has been, and continues to be unfair, unlawful and harmful to Plaintiffs, the other class members, the general public, and Defendants' competitors. Accordingly, Plaintiffs seek to enforce important rights affecting the public interest within the meaning of Code of Civil Procedure section 1021.5.

151. Defendants' activities as alleged herein are violations of California law, and constitute unlawful business acts and practices in violation of California Business & Professions Code section 17200, *et seq.*

152. A violation of California Business & Professions Code section 17200, *et seq.* may be predicated on the violation of any state or federal law. In this instant case, Defendants' pattern and practice of requiring Plaintiffs and the other class members to work overtime hours without paying them proper compensation violate California Labor Code sections 510 and 1198. Additionally, Defendants' pattern and practice of requiring Plaintiffs and the other class members to work through their meal and rest periods without paying them proper compensation violate California Labor Code sections 226.7 and 512(a). Moreover, Defendants' pattern and

practice of failing to timely pay wages to Plaintiffs and the other class members violate California Labor Code sections 201 and 202. Defendants also violated California Labor Code sections 226(a), 1194, 1197, 2800 and 2802.

153. As a result of the herein described violations of California law, Defendants unlawfully gained an unfair advantage over other businesses.

154. Plaintiffs and the other class members have been personally injured by Defendants' unlawful business acts and practices as alleged herein, including but not necessarily limited to the loss of money and/or property.

155. Pursuant to California Business & Professions Code section 17200, *et seq.*, Plaintiffs and the other class members are entitled to restitution of the wages withheld and retained by Defendants during a period that commences four years prior to the filing of this Complaint; an award of attorneys' fees pursuant to California Code of Civil Procedure section 1021.5 and other applicable laws; and an award of costs.

#### **DEMAND FOR JURY TRIAL**

Plaintiffs, individually, and on behalf of other members of the general public similarly situated, request a trial by jury.

#### **PRAYER FOR RELIEF**

WHEREFORE, Plaintiffs, individually, and on behalf of all other members of the general public similarly situated, and on behalf of other aggrieved employees pursuant to PAGA, pray for relief and judgment against Defendants, jointly and severally, as follows:

#### **Class Certification**

1. That this action be certified as a class action;
2. That Plaintiffs be appointed as representatives of the Class;
3. That counsel for Plaintiffs be appointed as Class Counsel; and
4. That Defendants provide to Class Counsel immediately the names and most current contact information (address, e-mail and telephone numbers) of all class members.

**As to the First Cause of Action**

5. That the Court declare, adjudge and decree that Defendants violated California Labor Code sections 510 and 1198 and applicable IWC Wage Orders by willfully failing to pay all overtime wages due to Plaintiffs and the other class members;

6. For general unpaid wages at overtime wage rates and such general and special damages as may be appropriate;

7. For pre-judgment interest on any unpaid overtime compensation commencing from the date such amounts were due;

8. For reasonable attorneys' fees and costs of suit incurred herein pursuant to California Labor Code section 1194; and

9. For such other and further relief as the court may deem just and proper.

**As to the Second Cause of Action**

10. That the Court declare, adjudge and decree that Defendants violated California Labor Code sections 226.7 and 512 and applicable IWC Wage Orders by willfully failing to provide all meal periods (including second meal periods) to Plaintiffs and the other class members;

11. That the Court make an award to Plaintiffs and the other class members of one (1) hour of pay at each employee's regular rate of compensation for each workday that a meal period was not provided;

12. For all actual, consequential, and incidental losses and damages, according to proof;

13. For premium wages pursuant to California Labor Code section 226.7(b);

14. For pre-judgment interest on any unpaid wages from the date such amounts were due;

15. For reasonable attorneys' fees and costs of suit incurred herein; and

16. For such other and further relief as the court may deem just and proper.

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**As to the Third Cause of Action**

17. That the Court declare, adjudge and decree that Defendants violated California Labor Code section 226.7 and applicable IWC Wage Orders by willfully failing to provide all rest periods to Plaintiffs and the other class members;

18. That the Court make an award to Plaintiffs and the other class members of one (1) hour of pay at each employee's regular rate of compensation for each workday that a rest period was not provided;

19. For all actual, consequential, and incidental losses and damages, according to proof;

20. For premium wages pursuant to California Labor Code section 226.7(b);

21. For pre-judgment interest on any unpaid wages from the date such amounts were due; and

22. For such other and further relief as the court may deem just and proper.

**As to the Fourth Cause of Action**

23. That the Court declare, adjudge and decree that Defendants violated California Labor Code sections 1194 and 1197 by willfully failing to pay minimum wages to Plaintiffs and the other class members;

24. For general unpaid wages and such general and special damages as may be appropriate;

25. For pre-judgment interest on any unpaid compensation from the date such amounts were due;

26. For reasonable attorneys' fees and costs of suit incurred herein pursuant to California Labor Code section 1194(a);

27. For liquidated damages pursuant to California Labor Code section 1194.2; and

28. For such other and further relief as the court may deem just and proper.

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1 **As to the Fifth Cause of Action**

2 29. That the Court declare, adjudge and decree that Defendants violated California  
3 Labor Code sections 201, 202, and 203 by willfully failing to pay all compensation owed at  
4 the time of termination of the employment of Plaintiffs and the other class members no longer  
5 employed by Defendants;

6 30. For all actual, consequential, and incidental losses and damages, according to  
7 proof;

8 31. For statutory wage penalties pursuant to California Labor Code section 203 for  
9 the other class members who have left Defendants' employ;

10 32. For pre-judgment interest on any unpaid compensation from the date such  
11 amounts were due; and

12 33. For such other and further relief as the court may deem just and proper.

13 **As to the Sixth Cause of Action**

14 34. That the Court declare, adjudge and decree that Defendants violated the record  
15 keeping provisions of California Labor Code section 226(a) and applicable IWC Wage Orders  
16 as to Plaintiffs and the other class members, and willfully failed to provide accurate itemized  
17 wage statements thereto;

18 35. For actual, consequential and incidental losses and damages, according to proof;

19 36. For statutory penalties pursuant to California Labor Code section 226(e);

20 37. For injunctive relief to ensure compliance with this section, pursuant to  
21 California Labor Code section 226(g); and

22 38. For such other and further relief as the court may deem just and proper.

23 **As to the Seventh Cause of Action**

24 39. That the Court declare, adjudge and decree that Defendants violated California  
25 Labor Code sections 2800 and 2802 by willfully failing to reimburse Plaintiffs and the other  
26 class members for all necessary business-related expenses as required by California Labor  
27 Code sections 2800 and 2802;

- 1           40. For actual, consequential and incidental losses and damages, according to proof;  
2           41. For the imposition of civil penalties and/or statutory penalties;  
3           42. For punitive damages and/or exemplary damages according to proof at trial;  
4           43. For reasonable attorneys' fees and costs of suit incurred herein; and  
5           44. For such other and further relief as the court may deem just and proper.

6                           **As to the Eighth Cause of Action**

7           45. That the Court declare, adjudge and decree that Defendants violated California  
8 Labor Code sections 226.7, 510, 1194, and 1198 and applicable IWC Wage Orders by willfully  
9 failing to pay all wages due and owing to Plaintiffs and the other class members;

10          46. For general unpaid wages at minimum wage rates or overtime wage rates, and  
11 such general and special damages as may be appropriate;

12          47. For premium wages pursuant to California Labor Code section 226.7(b);

13          48. For pre-judgment interest on any unpaid overtime compensation commencing  
14 from the date such amounts were due;

15          49. For reasonable attorneys' fees and costs of suit incurred herein pursuant to  
16 California Labor Code sections 218.5 and 1194; and

17          50. For such other and further relief as the court may deem just and proper.

18                           **As to the Ninth Cause of Action**

19          51. That the Court declare, adjudge, and decree that Defendants violated California  
20 Labor Code section 2698, *et seq.*, by failing to pay minimum and overtime wages, failing to  
21 provide meal periods and rest breaks, failing to timely pay wages during employment and  
22 upon termination, failing to provide complete and accurate wage statements, and failing to  
23 reimburse expenses;

24          52. For civil penalties pursuant to Defendants' violations of Labor Code sections  
25 201, 202, 203, 204, 218.5, 221, 226(a), 226.3, 226.7, 246(l), 510, 512(a), 558, 1174(d), 1194,  
26 1197, 1197.1, 1198, 2800 and 2802;

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53. For costs and attorneys' fees pursuant to Labor Code sections 210, 218.5, 1194, and 2699, and any other applicable statute; and

54. For such other and further relief as the Court may deem just and proper.

**As to the Tenth Cause of Action**

55. That the Court declare, adjudge and decree that Defendants violated California Business & Professions Code section 17200, *et seq.*, by failing to provide Plaintiffs and the other class members all overtime compensation due to them, failing to provide all meal and rest periods to Plaintiffs and the other class members, failing to pay at least minimum wages to Plaintiffs and the other class members, and failing to pay Plaintiffs' and the other class members' wages timely as required by California Labor Code sections 201 and 202;

56. For restitution of unpaid wages to Plaintiffs and the other class members and all pre-judgment interest from the day such amounts were due and payable;

57. For the appointment of a receiver to receive, manage and distribute any and all funds disgorged from Defendants and determined to have been wrongfully acquired by Defendants as a result of violation of California Business & Professions Code section 17200, *et seq.*;

58. For reasonable attorneys' fees and costs of suit incurred herein pursuant to California Code of Civil Procedure section 1021.5;

59. For injunctive relief to ensure compliance with this section, pursuant to California Business & Professions Code section 17200, *et seq.*; and

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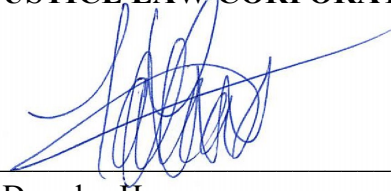
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60. For such other and further relief as the court may deem just and proper.

Dated: June 15, 2022

**JUSTICE LAW CORPORATION**

By: 

Douglas Han  
Shunt Tatavos-Gharajeh  
Phillip Song  
Talía Lux  
*Attorneys for Plaintiffs*

# **EXHIBIT 1**

February 3, 2020

**BY U.S. EMAIL/ELECTRONIC SUBMISSION**

PAGAfilings@dir.ca.gov  
State of California  
Labor & Workforce Development Agency  
800 Capitol Mall, MIC-55  
Sacramento, California 95814

**Re: ENDO INTERNATIONAL, PLC, ENDO PHARMACEUTICALS, INC., AND PAR  
PHARMACEUTICAL, INC.**

Dear Representative:

We have been retained to represent Jeffrey Eldridge against Endo International, PLC, Endo Pharmaceuticals, Inc., and Par Pharmaceuticals, Inc. (including any and all affiliates, subsidiaries, and parents, and their shareholders, officers, directors, and employees), any individual, owner, officer and managing agent, DOES 1-10 as an "Employer" or person acting on behalf of an "Employer" pursuant to California Labor Code section 558.1, and DOES 11-20<sup>1</sup> for violations of California wage-and-hour laws (hereinafter collectively referred to as "ENDO").

Mr. Eldridge is pursuing his California Labor Code section 2698, *et seq.*, the Private Attorneys General Act of 2004 ("PAGA") claim on a representative basis. Therefore, Mr. Eldridge may seek penalties and wages for violations of the Labor Code on behalf of the State of California and aggrieved employees, which are recoverable under PAGA. This letter is sent in compliance with the reporting requirements of California Labor Code section 2699.3.

Endo International, PLC is an Irish public limited company located at 1400 Atwater Drive Malvern, Pennsylvania 19355.

Endo Pharmaceuticals, Inc. is a Delaware corporation located at 1400 Atwater Drive Malvern, Pennsylvania 19355.

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<sup>1</sup> Mr. Eldridge does not know the true names or capacities, whether individual, partner or corporate, of DOES 1 through 20, inclusive, and for that reason, said DOES are designated under such fictitious names. Mr. Eldridge will amend this notice when the true names and capacities are known. Mr. Eldridge is informed and believes that each DOE was responsible in some way for the matters alleged herein and proximately caused Mr. Eldridge and other current and former aggrieved employees to be subject to the illegal employment practices, wrongs and injuries complained of herein.

Par Pharmaceutical, Inc. is a New York corporation located at 1 Ram Ridge Road Chestnut Ridge, New York 10977

ENDO employed Mr. Eldridge as an hourly-paid, non-exempt employee within one year of the date of this letter (until on or about February 13, 2019) in the State of California. ENDO directly controlled the wages, hours and working conditions of Mr. Eldridge's employment.

The "aggrieved employees" that Mr. Eldridge may seek penalties on behalf of are all current and former hourly-paid or non-exempt employees (whether hired directly or through a staffing agency or labor contractor) of ENDO within the State of California.

ENDO failed to properly pay its hourly-paid or non-exempt employees for all hours worked, failed to properly provide or compensate minimum and overtime wages and for meal and rest breaks, failed to issue compliant wage statements, and failed to reimburse for all necessary business-related costs and expenses, thus resulting in other Labor Code violations as stated below.

Pursuant to *Huff v. Securitas Security Services*, 23 Cal. App. 5th 745, 751 (2018), an employee who brings a representative action and was affected by at least one of the violations alleged in the complaint has standing to pursue penalties on behalf of the state not only for that violation, but for violations affecting other employees as well. Accordingly, Mr. Eldridge has standing to pursue penalties on behalf of the state for violations affecting all the aggrieved employees at ENDO, regardless of their classification, job title, locations, or whether they were hired directly or through a labor contractor or staffing agency.

ENDO has violated and/or continues to violate, among other provisions of the California Labor Code and applicable wage law, California Labor Code sections 201, 202, 203, 204, 218.5, 221, 226(a), 226.3, 226.7, 510, 512(a), 558, 1174(d), 1194, 1197, 1197.1, 1198, 2800 and 2802.

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California Labor Code sections 510, 1194, and 1198 require employers to pay at least minimum wage for all hours worked, pay time-and-a-half, or double time overtime wages, and make it unlawful to work employees for hours longer than eight hours in one day and/or over forty hours in one week without paying the premium overtime rates. During the relevant time period, Mr. Eldridge and other aggrieved employees regularly worked in excess of 8 hours in a day and 40 hours in a week. ENDO failed to compensate Mr. Eldridge and other aggrieved employees for performing off-the-clock work, including donning and doffing, pre- and post-shift and during meal breaks. ENDO also failed to factor non-discretionary bonuses and incentives in Mr. Eldridge's and other aggrieved employees' regular rate of pay for purposes of overtime compensation. Therefore, Mr. Eldridge and other aggrieved employees were entitled to receive certain wages for overtime compensation, but they were not paid for all overtime hours worked.

California Labor Code sections 226.7 and 512 require employers to pay an employee one additional hour of pay at the employee's regular rate for each workday that a meal or rest break is not provided. During the relevant time period, ENDO routinely required Mr. Eldridge and other aggrieved employees to work through, interrupt, cut short, and/or delay their meal and rest breaks to comply with ENDO policies and expectations. Additionally, ENDO failed to authorize and permit Mr. Eldridge and other aggrieved employees to take the requisite number of meal and rest breaks, including second meal breaks and third rest breaks, when working shifts exceeding 10 hours in length. Despite these facts, ENDO failed to compensate Mr. Eldridge and other aggrieved employees all the premium wages they were owed.

California Labor Code section 204 requires that all wages earned by any person in any employment between the 1st and the 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 that 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 the 10th day of the following month. California Labor Code section 204 also requires that 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. During the relevant time period, ENDO failed to pay Mr. Eldridge and other aggrieved employees all wages due to them within any time period specified by California Labor Code section 204.

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California Labor Code section 226 requires employers to make, keep and provide complete and accurate itemized wage statements to their employees. During the relevant time period, ENDO did not provide Mr. Eldridge and other aggrieved employees with complete and accurate itemized wage statements. The wage statements they received from ENDO were in violation of California Labor Code section 226(a). The violations include, but are not limited to, the failure to include (1) gross wages earned by Mr. Eldridge and other aggrieved employees, (2) total hours worked by Mr. Eldridge and other aggrieved employees, (3) the number of piece-rate units earned and any applicable piece rate by Mr. Eldridge and other aggrieved employees (4) all deductions for Mr. Eldridge and other aggrieved employees, (5) net wages earned by Mr. Eldridge and other aggrieved employees, (6) the inclusive dates of the period for which Mr. Eldridge and other aggrieved employees are paid, (7) the name of the aggrieved 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 (9) all applicable hourly rates in effect during the pay period and the corresponding number of hours worked at each hourly rate by Mr. Eldridge and other aggrieved employees.

California Labor Code section 558 allows recovery of penalties and wages. (a) Any employer or other person acting on behalf of an employer who violates, or causes to be violated, a section of this chapter or any provision regulating hours and days of work in any order of the Industrial Welfare Commission shall be subject to a civil penalty as follows: (1) For any initial violation, fifty dollars (\$50) for each underpaid employee for each pay period for which the employee was underpaid in addition to an amount sufficient to recover underpaid wages. (2) For each subsequent violation, one hundred dollars (\$100) for each underpaid employee for each pay period for which the employee was underpaid in addition to an amount sufficient to recover underpaid wages. (3) Wages recovered pursuant to this section shall be paid to the affected employee. Mr. Eldridge and other aggrieved employees have been denied their wages and premium wages and, therefore, are entitled to penalties.

California Labor Code sections 1174(d) requires an employer to 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 with rules established for this purpose by the commission, but in any case, shall be kept on file for not less than two years. During the relevant time period, ENDO failed to keep accurate and complete payroll records showing the hours worked daily and the wages paid, to Mr. Eldridge and other aggrieved employees.

California Labor Code sections 1194, 1197 and 1197.1 provide the minimum wage to be paid to employees, and the payment of a lesser wage than the minimum so fixed is unlawful. During the relevant time period, ENDO did not provide Mr. Eldridge and other aggrieved employees with the minimum wages to which they were entitled despite constructive and actual knowledge of off-the-clock work, including donning and doffing, pre- and post-shift and during meal breaks.

California Labor Code sections 2800 and 2802 require an employer to reimburse its employee for all necessary expenditures incurred by the employee in direct consequence of the discharge of his or her job duties or in direct consequence of his or her obedience to the directions of the employer. During their employment, Mr. Eldridge and other aggrieved employees incurred necessary business-related expenses and costs that were not fully reimbursed by ENDO, including for the use of their personal cellular phones for work related purposes and for purchasing personal protective equipment they were required to wear while working.

We believe that Mr. Eldridge and other current and former California-based hourly-paid or non-exempt employees of ENDO are entitled to penalties and wages as allowed under California Labor Code section 2698, *et seq.* for violations of Labor Code sections 201, 202, 203, 204, 218.5, 221, 226(a), 226.3, 226.7, 510, 512(a), 558, 1174(d), 1194, 1197, 1197.1, 1198, 2800 and 2802.

California Labor Code section 2699.3 requires that a claimant send a certified letter to the employer in questions and the California Labor & Workforce Development Agency setting forth the claims, and the basis for the claims, thereby giving the California Labor & Workforce Development Agency an opportunity to investigate the claims and/or take any action it deems appropriate.

The purpose of this letter is to satisfy the requirement created by California Labor code section 2699 prior to seeking penalties allowed by law for the aforementioned statutory violations. We look forward to determining whether California Labor & Workforce Development Agency intends to take any action in reference to these claims. We kindly request that you respond to this notice according to the time frame contemplated by the California Labor Code.

Mr. Eldridge will seek these penalties and wages on his own behalf and on behalf of other similarly situated California-based hourly-paid or non-exempt employees of ENDO within one year of the date of this letter, as allowed by law.

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LWDA  
February 3, 2020  
Page 6 of 6

If you have any questions or require additional information, please do not hesitate to contact us. Thank you for your attention to this matter and the noble cause you advance each and every day.

Very truly yours,

**JUSTICE LAW CORPORATION**

A handwritten signature in black ink, appearing to read "D. Han", with a long horizontal flourish extending to the right.

Douglas Han, Esq.

**CC: (By Certified U.S. Mail Only)**

Legal Department  
c/o Endo International, PLC  
1400 Atwater Drive  
Malvern, Pennsylvania 19355

Legal Department  
c/o Endo Pharmaceuticals, Inc.  
1400 Atwater Drive  
Malvern, Pennsylvania 19355

Legal Department  
c/o Par Pharmaceutical, Inc.  
1 Ram Ridge Road  
Chestnut Ridge, New York 10977

Legal Department  
c/o Par Pharmaceutical, Inc.  
9601 Jeronimo Road  
Irvine, California 92618

# **EXHIBIT 2**

February 12, 2020

**BY U.S. EMAIL/ELECTRONIC SUBMISSION**

PAGAFilings@dir.ca.gov  
State of California  
Labor & Workforce Development Agency  
800 Capitol Mall, MIC-55  
Sacramento, California 95814

**Re: ENDO INTERNATIONAL, PLC, ENDO PHARMACEUTICALS, INC., AND PAR  
PHARMACEUTICAL, INC.**

Dear Representative:

We hereby amend our February 3, 2020 letter sent to your office in compliance with the reporting requirements of California Labor Code section 2699.3. A true and correct copy of the February 3, 2020 letter is attached to this submission as **Exhibit A** for reference.

We have been retained to represent Jeffrey Eldridge and Janine Nelson against Endo International, PLC, Endo Pharmaceuticals, Inc., and Par Pharmaceuticals, Inc. (including any and all affiliates, subsidiaries, and parents, and their shareholders, officers, directors, and employees), any individual, owner, officer and managing agent, DOES 1-10 as an "Employer" or person acting on behalf of an "Employer" pursuant to California Labor Code section 558.1, and DOES 11-20<sup>1</sup> for violations of California wage-and-hour laws (hereinafter collectively referred to as "ENDO").

Mr. Eldridge and Ms. Nelson are pursuing their California Labor Code sections 2698, *et seq.*, the Private Attorneys General Act of 2004 ("PAGA") claims on a representative basis. Therefore, Mr. Eldridge and Ms. Nelson may seek penalties and wages for violations of the Labor Code on behalf of the State of California and aggrieved employees, which are recoverable under PAGA. This letter is sent in compliance with the reporting requirements of California Labor Code section 2699.3.

Endo International, PLC is an Irish public limited company located at 1400 Atwater Drive Malvern, Pennsylvania 19355.

Endo Pharmaceuticals, Inc. is a Delaware corporation located at 1400 Atwater Drive Malvern, Pennsylvania 19355.

Par Pharmaceutical, Inc. is a New York corporation located at 1 Ram Ridge Road Chestnut Ridge, New York 10977

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<sup>1</sup> Mr. Eldridge and Ms. Nelson do not know the true names or capacities, whether individual, partner or corporate, of DOES 1 through 20, inclusive, and for that reason, said DOES are designated under such fictitious names. Mr. Eldridge will amend this notice when the true names and capacities are known. Mr. Eldridge and Ms. Nelson are informed and believe that each DOE was responsible in some way for the matters alleged herein and proximately caused Mr. Eldridge, Ms. Nelson and other current and former aggrieved employees to be subject to the illegal employment practices, wrongs and injuries complained of herein.

ENDO employed Mr. Eldridge as an hourly-paid, non-exempt employee within one year of the date of this letter (until on or about February 13, 2019) in the State of California. ENDO directly controlled the wages, hours and working conditions of Mr. Eldridge's employment. ENDO employed Ms. Nelson as an hourly-paid, non-exempt employee within one year of the date of this letter (until in or about on or about June of 2019) in the State of California. ENDO directly controlled the wages, hours and working conditions of Ms. Nelson's employment.

The "aggrieved employees" that Mr. Eldridge and Ms. Nelson may seek penalties on behalf of are all current and former hourly-paid or non-exempt employees (whether hired directly or through a staffing agency or labor contractor) of ENDO within the State of California.

ENDO failed to properly pay its hourly-paid or non-exempt employees for all hours worked, failed to properly provide or compensate minimum and overtime wages and for meal and rest breaks, failed to issue compliant wage statements, and failed to reimburse for all necessary business-related costs and expenses, thus resulting in other Labor Code violations as stated below.

Pursuant to *Huff v. Securitas Security Services*, 23 Cal. App. 5th 745, 751 (2018), an employee who brings a representative action and was affected by at least one of the violations alleged in the complaint has standing to pursue penalties on behalf of the state not only for that violation, but for violations affecting other employees as well. Accordingly, Mr. Eldridge and Ms. Nelson have standing to pursue penalties on behalf of the state for violations affecting all the aggrieved employees at ENDO, regardless of their classification, job title, locations, or whether they were hired directly or through a labor contractor or staffing agency.

ENDO has violated and/or continues to violate, among other provisions of the California Labor Code and applicable wage law, California Labor Code sections 201, 202, 203, 204, 218.5, 221, 226(a), 226.3, 226.7, 510, 512(a), 558, 1174(d), 1194, 1197, 1197.1, 1198, 2800 and 2802.

California Labor Code sections 510, 1194, and 1198 require employers to pay at least minimum wage for all hours worked, pay time-and-a-half, or double time overtime wages, and make it unlawful to work employees for hours longer than eight hours in one day and/or over forty hours in one week without paying the premium overtime rates. During the relevant time period, Mr. Eldridge, Ms. Nelson and other aggrieved employees regularly worked in excess of 8 hours in a day and 40 hours in a week. ENDO failed to compensate Mr. Eldridge, Ms. Nelson and other aggrieved employees for performing off-the-clock work, including donning and doffing, pre- and post-shift and during meal breaks. ENDO also failed to factor non-discretionary bonuses and incentives in Mr. Eldridge's, Ms. Nelson's and other aggrieved employees' regular rate of pay for purposes of overtime compensation. Therefore, Mr. Eldridge, Ms. Nelson and other aggrieved employees were entitled to receive certain wages for overtime compensation, but they were not paid for all overtime hours worked.

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California Labor Code section 204 requires that all wages earned by any person in any employment between the 1st and the 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 that 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 the 10th day of the following month. California Labor Code section 204 also requires that 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. During the relevant time period, ENDO failed to pay Mr. Eldridge, Ms. Nelson and other aggrieved employees all wages due to them within any time period specified by California Labor Code section 204.

California Labor Code section 226 requires employers to make, keep and provide complete and accurate itemized wage statements to their employees. During the relevant time period, ENDO did not provide Mr. Eldridge, Ms. Nelson and other aggrieved employees with complete and accurate itemized wage statements. The wage statements they received from ENDO were in violation of California Labor Code section 226(a). The violations include, but are not limited to, the failure to include (1) gross wages earned by Mr. Eldridge, Ms. Nelson and other aggrieved employees, (2) total hours worked by Mr. Eldridge, Ms. Nelson and other aggrieved employees, (3) the number of piece-rate units earned and any applicable piece rate by Mr. Eldridge, Ms. Nelson and other aggrieved employees (4) all deductions for Mr. Eldridge, Ms. Nelson and other aggrieved employees, (5) net wages earned by Mr. Eldridge, Ms. Nelson and other aggrieved employees, (6) the inclusive dates of the period for which Mr. Eldridge, Ms. Nelson and other aggrieved employees are paid, (7) the name of the aggrieved 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 (9) all applicable hourly rates in effect during the pay period and the corresponding number of hours worked at each hourly rate by Mr. Eldridge, Ms. Nelson and other aggrieved employees.

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California Labor Code section 558 allows recovery of penalties and wages. (a) Any employer or other person acting on behalf of an employer who violates, or causes to be violated, a section of this chapter or any provision regulating hours and days of work in any order of the Industrial Welfare Commission shall be subject to a civil penalty as follows: (1) For any initial violation, fifty dollars (\$50) for each underpaid employee for each pay period for which the employee was underpaid in addition to an amount sufficient to recover underpaid wages. (2) For each subsequent violation, one hundred dollars (\$100) for each underpaid employee for each pay period for which the employee was underpaid in addition to an amount sufficient to recover underpaid wages. (3) Wages recovered pursuant to this section shall be paid to the affected employee. Mr. Eldridge, Ms. Nelson and other aggrieved employees have been denied their wages and premium wages and, therefore, are entitled to penalties.

California Labor Code sections 1174(d) requires an employer to 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 with rules established for this purpose by the commission, but in any case, shall be kept on file for not less than two years. During the relevant time period, ENDO failed to keep accurate and complete payroll records showing the hours worked daily and the wages paid, to Mr. Eldridge, Ms. Nelson and other aggrieved employees.

California Labor Code sections 1194, 1197 and 1197.1 provide the minimum wage to be paid to employees, and the payment of a lesser wage than the minimum so fixed is unlawful. During the relevant time period, ENDO did not provide Mr. Eldridge, Ms. Nelson and other aggrieved employees with the minimum wages to which they were entitled despite constructive and actual knowledge of off-the-clock work, including donning and doffing, pre- and post-shift and during meal breaks.

California Labor Code sections 2800 and 2802 require an employer to reimburse its employee for all necessary expenditures incurred by the employee in direct consequence of the discharge of his or her job duties or in direct consequence of his or her obedience to the directions of the employer. During their employment, Mr. Eldridge, Ms. Nelson and other aggrieved employees incurred necessary business-related expenses and costs that were not fully reimbursed by ENDO, including for the use of their personal cellular phones for work related purposes and for purchasing personal protective equipment they were required to wear while working.

We believe that Mr. Eldridge, Ms. Nelson and other current and former California-based hourly-paid or non-exempt employees of ENDO are entitled to penalties and wages as allowed under California Labor Code section 2698, *et seq.* for violations of Labor Code sections 201, 202, 203, 204, 218.5, 221, 226(a), 226.3, 226.7, 510, 512(a), 558, 1174(d), 1194, 1197, 1197.1, 1198, 2800 and 2802.

California Labor Code section 2699.3 requires that a claimant send a certified letter to the employer in questions and the California Labor & Workforce Development Agency setting forth the claims, and the basis for the claims, thereby giving the California Labor & Workforce Development Agency an opportunity to investigate the claims and/or take any action it deems appropriate.

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LWDA  
February 11, 2020  
Page 5 of 5

The purpose of this letter is to satisfy the requirement created by California Labor code section 2699 prior to seeking penalties allowed by law for the aforementioned statutory violations. We look forward to determining whether California Labor & Workforce Development Agency intends to take any action in reference to these claims. We kindly request that you respond to this notice according to the time frame contemplated by the California Labor Code.

Mr. Eldridge and Ms. Nelson will seek these penalties and wages on their own behalf and on behalf of other similarly situated California-based hourly-paid or non-exempt employees of ENDO within one year of the date of the February 3, 2020 letter, as allowed by law.

If you have any questions or require additional information, please do not hesitate to contact us. Thank you for your attention to this matter and the noble cause you advance each and every day.

Very truly yours,

**JUSTICE LAW CORPORATION**

A handwritten signature in black ink, appearing to read "D. Han", written over a horizontal line.

Douglas Han, Esq.

**CC: (By Certified U.S. Mail Only)**

Legal Department  
c/o Endo International, PLC  
1400 Atwater Drive  
Malvern, Pennsylvania 19355

Legal Department  
c/o Endo Pharmaceuticals, Inc.  
1400 Atwater Drive  
Malvern, Pennsylvania 19355

Legal Department  
c/o Par Pharmaceutical, Inc.  
1 Ram Ridge Road  
Chestnut Ridge, New York 10977

Legal Department  
c/o Par Pharmaceutical, Inc.  
9601 Jeronimo Road  
Irvine, California 92618

# **EXHIBIT A**

February 3, 2020

**BY U.S. EMAIL/ELECTRONIC SUBMISSION**

PAGAfilings@dir.ca.gov  
State of California  
Labor & Workforce Development Agency  
800 Capitol Mall, MIC-55  
Sacramento, California 95814

**Re: ENDO INTERNATIONAL, PLC, ENDO PHARMACEUTICALS, INC., AND PAR  
PHARMACEUTICAL, INC.**

Dear Representative:

We have been retained to represent Jeffrey Eldridge against Endo International, PLC, Endo Pharmaceuticals, Inc., and Par Pharmaceuticals, Inc. (including any and all affiliates, subsidiaries, and parents, and their shareholders, officers, directors, and employees), any individual, owner, officer and managing agent, DOES 1-10 as an "Employer" or person acting on behalf of an "Employer" pursuant to California Labor Code section 558.1, and DOES 11-20<sup>1</sup> for violations of California wage-and-hour laws (hereinafter collectively referred to as "ENDO").

Mr. Eldridge is pursuing his California Labor Code section 2698, *et seq.*, the Private Attorneys General Act of 2004 ("PAGA") claim on a representative basis. Therefore, Mr. Eldridge may seek penalties and wages for violations of the Labor Code on behalf of the State of California and aggrieved employees, which are recoverable under PAGA. This letter is sent in compliance with the reporting requirements of California Labor Code section 2699.3.

Endo International, PLC is an Irish public limited company located at 1400 Atwater Drive Malvern, Pennsylvania 19355.

Endo Pharmaceuticals, Inc. is a Delaware corporation located at 1400 Atwater Drive Malvern, Pennsylvania 19355.

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<sup>1</sup> Mr. Eldridge does not know the true names or capacities, whether individual, partner or corporate, of DOES 1 through 20, inclusive, and for that reason, said DOES are designated under such fictitious names. Mr. Eldridge will amend this notice when the true names and capacities are known. Mr. Eldridge is informed and believes that each DOE was responsible in some way for the matters alleged herein and proximately caused Mr. Eldridge and other current and former aggrieved employees to be subject to the illegal employment practices, wrongs and injuries complained of herein.

Par Pharmaceutical, Inc. is a New York corporation located at 1 Ram Ridge Road Chestnut Ridge, New York 10977

ENDO employed Mr. Eldridge as an hourly-paid, non-exempt employee within one year of the date of this letter (until on or about February 13, 2019) in the State of California. ENDO directly controlled the wages, hours and working conditions of Mr. Eldridge's employment.

The "aggrieved employees" that Mr. Eldridge may seek penalties on behalf of are all current and former hourly-paid or non-exempt employees (whether hired directly or through a staffing agency or labor contractor) of ENDO within the State of California.

ENDO failed to properly pay its hourly-paid or non-exempt employees for all hours worked, failed to properly provide or compensate minimum and overtime wages and for meal and rest breaks, failed to issue compliant wage statements, and failed to reimburse for all necessary business-related costs and expenses, thus resulting in other Labor Code violations as stated below.

Pursuant to *Huff v. Securitas Security Services*, 23 Cal. App. 5th 745, 751 (2018), an employee who brings a representative action and was affected by at least one of the violations alleged in the complaint has standing to pursue penalties on behalf of the state not only for that violation, but for violations affecting other employees as well. Accordingly, Mr. Eldridge has standing to pursue penalties on behalf of the state for violations affecting all the aggrieved employees at ENDO, regardless of their classification, job title, locations, or whether they were hired directly or through a labor contractor or staffing agency.

ENDO has violated and/or continues to violate, among other provisions of the California Labor Code and applicable wage law, California Labor Code sections 201, 202, 203, 204, 218.5, 221, 226(a), 226.3, 226.7, 510, 512(a), 558, 1174(d), 1194, 1197, 1197.1, 1198, 2800 and 2802.

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California Labor Code sections 2800 and 2802 require an employer to reimburse its employee for all necessary expenditures incurred by the employee in direct consequence of the discharge of his or her job duties or in direct consequence of his or her obedience to the directions of the employer. During their employment, Mr. Eldridge and other aggrieved employees incurred necessary business-related expenses and costs that were not fully reimbursed by ENDO, including for the use of their personal cellular phones for work related purposes and for purchasing personal protective equipment they were required to wear while working.

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The purpose of this letter is to satisfy the requirement created by California Labor code section 2699 prior to seeking penalties allowed by law for the aforementioned statutory violations. We look forward to determining whether California Labor & Workforce Development Agency intends to take any action in reference to these claims. We kindly request that you respond to this notice according to the time frame contemplated by the California Labor Code.

Mr. Eldridge will seek these penalties and wages on his own behalf and on behalf of other similarly situated California-based hourly-paid or non-exempt employees of ENDO within one year of the date of this letter, as allowed by law.

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LWDA  
February 3, 2020  
Page 6 of 6

If you have any questions or require additional information, please do not hesitate to contact us. Thank you for your attention to this matter and the noble cause you advance each and every day.

Very truly yours,

**JUSTICE LAW CORPORATION**

A handwritten signature in black ink, appearing to read "D. Han", with a long horizontal flourish extending to the right.

Douglas Han, Esq.

**CC: (By Certified U.S. Mail Only)**

Legal Department  
c/o Endo International, PLC  
1400 Atwater Drive  
Malvern, Pennsylvania 19355

Legal Department  
c/o Endo Pharmaceuticals, Inc.  
1400 Atwater Drive  
Malvern, Pennsylvania 19355

Legal Department  
c/o Par Pharmaceutical, Inc.  
1 Ram Ridge Road  
Chestnut Ridge, New York 10977

Legal Department  
c/o Par Pharmaceutical, Inc.  
9601 Jeronimo Road  
Irvine, California 92618

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**PROOF OF SERVICE  
1013A(3) CCP**

**STATE OF CALIFORNIA, COUNTY OF LOS ANGELES**

I am employed in the County of Los Angeles, State of California. I am over the age of 18 and not a party to the within action. My business address is 751 N. Fair Oaks Avenue, Suite 101, Pasadena, CA 91103 and my electronic service address is jtorrez@justicelawcorp.com

On June 17, 2022, I served the foregoing document described as

**FIRST AMENDED CLASS ACTION COMPLAINT FOR DAMAGES**

for the following case: **Eldridge v. Endo Pharmaceuticals Inc., et al.**  
LWDA/Court Case No.: **LWDA Case No.: CM- 770264-20**  
**Court Case No.: 30-2020-01140634-CU-OE-CXC**  
**Orange County Superior Court**

on interested parties in this action by electronically submitting as follows:

State of California  
Labor & Workforce Development Agency  
800 Capitol Mall, MIC-55  
Sacramento, California 95814

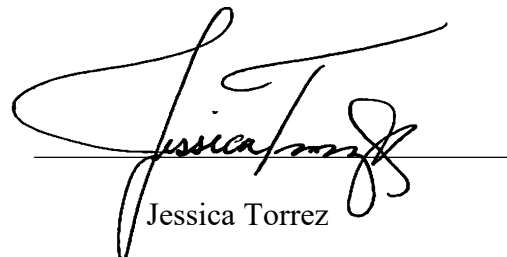
**[X] BY ELECTRONIC SUBMISSION**

Pursuant to California Senate Bill No. 836, I caused the documents described above to be electronically submitted by and through the procedure stated on the website of the State of California Labor and Workforce Development Agency.

**[X] STATE**

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

Executed on June 17, 2022, at Pasadena, California.

  
Jessica Torrez