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SUPERIOR COURT OF THE STATE OF CALIFORNIA

FOR THE COUNTY OF RIVERSIDE

KAREN ELIZABETH GORDON,
individually and on behalf of all others
similarly situated,

Plaintiffs,

v.

ABBOTT VASCULAR INC.; ABBOTT
LABORATORIES; AXELON SERVICES
CORPORATION; and DOES 1 through 20,
inclusive,

Defendants.

Case No. **CVRI 2203907**

**COMPLAINT FOR VIOLATION OF THE
CALIFORNIA LABOR CODE PRIVATE
ATTORNEYS GENERAL ACT OF 2004
(CAL. LAB. CODE §§ 2698, ET SEQ.)**

1 Plaintiff Karen Elizabeth Gordon, individually and on behalf of other aggrieved employees,
2 alleges as follows:

3 **NATURE OF ACTION AND INTRODUCTORY STATEMENT**

4 1. Plaintiff Karen Elizabeth Gordon (“Plaintiff”) brings this representative action
5 against defendants Abbott Vascular Inc., Abbott Laboratories, Axelon Services Corporation, and
6 DOES 1 through 20, inclusive (“Defendants”), on Plaintiff’s own behalf and on behalf of other
7 aggrieved employees who are and were employed by Defendants as non-exempt employees
8 throughout California.

9 2. Defendants provide services or goods throughout California.

10 3. Through this action, Plaintiff alleges that Defendants engaged in a systematic
11 pattern of wage and hour violations under the California Labor Code and Industrial Welfare
12 Commission (“IWC”) Wage Orders.

13 4. Plaintiff is informed and believe, and thereon alleges, that Defendants have
14 increased their profits by violating state wage and hour laws by, among other things:

- 15 (a) failing to pay all wages (including minimum wages and overtime wages);
- 16 (b) failing to provide lawful meal periods or compensation in lieu thereof;
- 17 (c) failing to authorize or permit lawful rest breaks or provide compensation in
18 lieu thereof;
- 19 (d) failing to provide accurate itemized wage statements;
- 20 (e) failing to pay wages timely during employment; and
- 21 (f) failing to pay all wages due upon separation of employment.

22 5. Plaintiff seeks monetary relief against Defendants on behalf of herself and all others
23 similarly situated in California to recover, among other things, unpaid wages, benefits, interest,
24 attorneys’ fees, costs and expenses, and penalties pursuant to Labor Code §§ 201, 201.3, 202, 203,
25 204, 210, 226, 226.7, 510, 512, 1182.12, 1194, 1194.2, 1197, 1198, and Code of California Civil
26 Procedure § 1021.5.

27 6. Plaintiff brings this representative action against Defendants on behalf of herself
28 and other aggrieved employees to recover, among other things, civil penalties, attorney’s fees and

1 costs and expenses pursuant to the Private Attorneys General Act of 2004, Labor Code §§ 2698,
2 *et seq* (“PAGA”).

3 **JURISDICTION AND VENUE**

4 7. This is a representative action pursuant to Private Attorneys General Act of 2004
5 (Cal. Lab. Code §§ 2698, *et seq.*)(“PAGA”). The civil penalties sought by Plaintiff exceeds the
6 minimal jurisdictional limits of the Superior Court and will be established according to proof at
7 trial.

8 8. This Court has jurisdiction over this action pursuant to the California Constitution,
9 Article VI, § 10, which grants the Superior Court original jurisdiction in all causes except those
10 given by statutes to other courts. The statutes under which this action is brought do not specify any
11 other basis for jurisdiction.

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

17 10. Venue is proper in this Court because, upon information and belief, Defendants
18 reside, transact business, or have offices in this county, and the acts and omissions alleged herein
19 took place in this county.

20 **THE PARTIES**

21 11. Plaintiff is a resident of California and worked for Defendants during the relevant
22 time periods as alleged herein.

23 12. Plaintiff is informed and believes, and thereon alleges that at all times hereinafter
24 mentioned, Defendants were and are subject to the Labor Code and IWC Wage Orders as
25 employers, whose employees were and are engaged throughout this county and the State of
26 California.

27 13. Plaintiff is unaware of the true names or capacities of the defendants sued herein
28 under the fictitious names DOES 1 through 20, but will seek leave of this Court to amend this

1 Complaint and serve such fictitiously named defendants once their names and capacities become
2 known.

3 14. Plaintiff is informed and believes, and thereon alleges, that DOES 1 through 20 are
4 or were the partners, agents, owners, shareholders, managers, or employees of Defendants at all
5 relevant times.

6 15. Plaintiff is informed and believes, and thereon alleges, that each defendant acted in
7 all respects pertinent to this action as the agent of the other defendant, carried out a joint scheme,
8 business plan, or policy in all respects pertinent hereto, and the acts of each defendant are legally
9 attributable to the other defendant. Furthermore, defendants in all respects acted as the employer
10 and/or joint employer of Plaintiff and the other aggrieved employees.

11 16. Plaintiff is informed and believes, and thereon alleges, that each and all of the acts
12 and omissions alleged herein were performed by, or are attributable to, Defendants and/or DOES
13 1 through 20, acting as the agent or alter ego for the other, with legal authority to act on the other's
14 behalf. The acts of any and all Defendants were in accordance with, and represent, the official
15 policy of Defendants.

16 17. At all relevant times, Defendants, and each of them, acted within the scope of such
17 agency or employment, or ratified each and every act or omission complained of herein. At all
18 relevant times, Defendants, and each of them, aided and abetted the acts and omissions of each
19 and all the other Defendants in proximately causing the damages herein alleged.

20 18. Plaintiff is informed and believes, and thereon alleges, that each of said Defendants
21 is in some manner intentionally, negligently, or otherwise responsible for the acts, omissions,
22 occurrences, and transactions alleged herein.

23 **GENERAL ALLEGATIONS**

24 19. At all relevant times mentioned herein, Defendants employed Plaintiff and other
25 California residents as non-exempt employees or employees throughout California at Defendants'
26 California business location(s).

27 20. Defendants continue to employ non-exempt employees or employees within
28 California.

1 21. Plaintiff is informed and believes, and thereon alleges, that at all times herein
2 mentioned, Defendants were advised by skilled lawyers, employees, and other professionals who
3 were knowledgeable about California's wage and hour laws, employment and personnel practices,
4 and the requirements of California law.

5 22. Plaintiff is informed and believes, and thereon alleges, that Defendants knew or
6 should have known that Plaintiff and other aggrieved employees were entitled to receive wages
7 for all time worked (including minimum wages and overtime wages) and that they were not
8 receiving all wages earned for work that was required to be performed. In violation of the Labor
9 Code and IWC Wage Orders, Plaintiff and other aggrieved employees were not paid all wages
10 (including minimum wages and overtime wages) for all hours worked, including, but not limited
11 to requiring Plaintiff and other aggrieved employees to work off-the-clock and through meal
12 periods, requiring Plaintiff and other aggrieved employees to remain on premises and on call
13 during meal periods, and failing to compensate Plaintiff and other aggrieved employees for these
14 hours.

15 23. Plaintiff is informed and believes, and thereon alleges, that Defendants knew or
16 should have known that Plaintiff and other aggrieved employees were entitled to receive all
17 required meal periods or payment of one (1) additional hour of pay at Plaintiff's and other
18 aggrieved employees' regular rate of pay when they did not receive a timely, uninterrupted meal
19 period. In violation of the Labor Code and IWC Wage Orders, Plaintiff and other aggrieved
20 employees did not receive all meal periods or payment of one (1) additional hour of pay at
21 Plaintiff's and other aggrieved employees' regular rate of pay when they did not receive a timely,
22 uninterrupted meal period.

23 24. Plaintiff is informed and believes, and thereon alleges, that Defendants knew or
24 should have known that Plaintiff and other aggrieved employees were entitled to receive all rest
25 breaks or payment of one (1) additional hour of pay at Plaintiff's and other aggrieved employees'
26 regular rate of pay when a rest break was late, missed, or interrupted. In violation of the Labor
27 Code and IWC Wage Orders, Plaintiff and other aggrieved employees did not receive all rest
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1 breaks or payment of one (1) additional hour of pay at Plaintiff's and other aggrieved employees'
2 regular rate of pay when a rest break was missed, late, interrupted, or on-duty.

3 25. Plaintiff is informed and believes, and thereon alleges, that Defendants knew or
4 should have known that Plaintiff and other aggrieved employees were entitled to reimbursement
5 and/or indemnification for all necessary business expenditures or losses as a direct consequence
6 of the discharge of their duties, or of their obedience to the directions of Defendants. In violation
7 of the Labor Code and IWC Wage Orders, Plaintiff and other aggrieved employees incurred
8 necessary business expenses or losses, such as personal cell phone use required to use Defendants'
9 Mobile App, but were not reimbursed nor indemnified of such expenses or losses that were
10 incurred as a direct consequence of the discharge of their duties, or of their obedience to the
11 directions of Defendants.

12 26. Plaintiff is informed and believes, and thereon alleges, that Defendants knew or
13 should have known that Plaintiff and other aggrieved employees were entitled to receive itemized
14 wage statements that accurately showed the following information pursuant to the Labor Code: (1)
15 gross wages earned; (2) total hours worked by the employee; (3) the number of piece-rate units
16 earned and any applicable piece rate if the employee is paid on a piece-rate basis; (4) all deductions,
17 provided that all deductions made on written orders of the employee may be aggregated and shown
18 as one item; (5) net wages earned; (6) the inclusive dates of the period for which the employee is
19 paid; (7) the name of the employee and only the last four digits of his or her social security number
20 or an employee identification number other than a social security number; (8) the name and address
21 of the legal entity that is the employer; and (9) all applicable hourly rates in effect during the pay
22 period and the corresponding number of hours worked at each hourly rate by the employee. In
23 violation of the Labor Code, Plaintiff and other aggrieved employees were not provided with
24 accurate itemized wage statements.

25 27. Plaintiff is informed and believes, and thereon alleges, that Defendants knew or
26 should have known that the aggrieved employees were entitled to timely payment of wages due
27 upon separation of employment. In violation of the Labor Code, the aggrieved employees did not
28 receive payment of all wages within the permissible time periods.

28. Plaintiff is informed and believes, and thereon alleges, that Defendants knew or should have known they had a duty to compensate Plaintiff and other aggrieved employees, and Defendants had the financial ability to pay such compensation but willfully, knowingly, and intentionally failed to do so in order to increase Defendants' profits.

FIRST CAUSE OF ACTION

ENFORCEMENT OF LABOR CODE §§ 2698 ET SEQ. (“PAGA”)

29. Plaintiff re-alleges and incorporates by reference the previous paragraphs as though fully set forth herein.

30. Pursuant to Labor Code § 2699(a), any provision of the Labor Code that provides for a civil penalty to be assessed and collected by the Labor and Workforce Development Agency (“LWDA”) or any of its departments, divisions, commissions, boards, agencies, or employees for violation of the Labor Code may, as an alternative, be recovered through a civil action brought by an aggrieved employee on behalf of himself or herself and other current or former employees pursuant to the procedures specified in Labor Code § 2699.3.

31. For all provisions of the Labor Code except those for which a civil penalty is specifically provided, Labor Code § 2699(f) imposes upon Defendants a civil penalty 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 pay period in which Defendants violated these provisions of the Labor Code.

32. Defendants' conduct violates numerous Labor Code sections, including, but not limited to, the following:

(a) violation of Labor Code §§ 201, 201.3, 202, 203, 204, 210, 510, 1182.12, 1194, 1194.2, 1197, 1197.1 and 1198 for failure to timely pay all earned wages (including minimum and overtime wages) owed to Plaintiff and other aggrieved employees during employment and upon separation of employment as herein alleged;

(b) violation of Labor Code §§ 226.7 and 512 for failure to provide meal periods to Plaintiff and other aggrieved employees and failure to pay premium wages for missed meal periods as herein alleged;

1 (c) violation of Labor Code § 226.7 for failure to permit rest breaks to Plaintiff and
2 other aggrieved employees and failure to pay premium wages for missed rest periods as
3 herein alleged;

4 (d) violation of Labor Code §§ 226 and 226.3 for failure to provide accurate itemized
5 wage statements to Plaintiff and other aggrieved employees as herein alleged; and

6 (e) violation of Labor Code §§ 1174 and 1174.5 for failure to maintain accurate and
7 complete records showing, among other things, the hours worked daily and the wages
8 paid to aggrieved employees as herein alleged; and

9 (f) violation of Labor Code §§ 2800 and 2802 for failure to reimburse Plaintiff and
10 other aggrieved employees for necessary business expenses as herein alleged.

11 33. Plaintiff is an “aggrieved employee” because she was employed by the alleged
12 violator and had one or more of the violations committed against her, and therefore is properly
13 suited to represent the interests of all other aggrieved employees.

14 34. Plaintiff has exhausted the procedural requirements under Labor Code § 2699.3
15 as to Defendants and is therefore able to pursue a claim for penalties on behalf of herself and all
16 other aggrieved employees under PAGA.

17 35. Pursuant to Labor Code §§ 2699(a), 2699.3 and 2699.5, Plaintiff is entitled to
18 recover civil penalties in addition to other remedies, for violation of the Labor Code sections
19 cited above.

20 36. For bringing this action, Plaintiff is entitled to attorneys’ fees and costs incurred herein.

21 **PRAYER FOR RELIEF**

22 On Plaintiff’s own behalf and on behalf of all others similarly situated, Plaintiff prays for
23 relief and judgment against Defendants, jointly and severally, as follows:

24 1. For civil penalties against Defendants on behalf of all aggrieved employees and
25 the LWDA pursuant to Labor Code § 2698, *et seq.*;

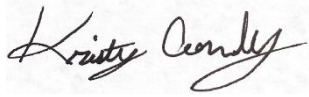
26 2. For reasonable attorneys’ fees, costs of suit, and interest to the extent permitted by
27 law, including, but not limited to, Code of Civil Procedure § 1021.5 and Labor Code § 2698 *et*
28 *seq.*; and;

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3. For such other relief as the Court deems just and proper.

Dated: September 9, 2022

AEGIS LAW FIRM, PC

By: 
Kristy R. Connolly
Attorneys for Plaintiff Karen Elizabeth Gordon