

**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. CVRI2203907

*Assigned for All Purposes to:
Hon. Harold Hopp
Dept. 1*

**~~[AMENDED PROPOSED]~~ ORDER
GRANTING MOTION FOR APPROVAL OF
PRIVATE ATTORNEYS GENERAL ACT
REPRESENTATIVE ACTION
SETTLEMENT**

Date: May 30, 2023
Time: 8:30 a.m.
Dept.: 1

Reservation ID: 953698448980

1 The Court has received and considered the Settlement Agreement and Release of Claims
2 entered into between Plaintiff Karen Elizabeth Gordon ("Plaintiff"), as an individual, and on
3 behalf of the people of the State of California and as an "aggrieved employee" acting as a
4 private attorney general under the Labor Code Private Attorneys General Act of 2004, § 2699,
5 *et seq.* ("PAGA") and Defendant Axelon Services Corporation ("Axelon") in the above-
6 captioned action filed on May 3, 2023 (the "Settlement"), and good cause appearing for
7 approval of the same, hereby enters this Order which will be the Judgment of the Court as to
8 Plaintiff's claims against Defendant Axelon in this action.

9 **NOW THEREFORE, IT IS ORDERED, ADJUDGED, AND DECREED:**

10 1. This Judgment incorporates by reference the Settlement, including the definitions
11 therein , which is attached as Exhibit 1 to the Declaration of Kristy R. Connolly filed in support
12 of Plaintiff's Motion for Approval of the Settlement, and all terms defined therein shall have
13 the same meaning as set forth in the Settlement when used herein.

14 2. The Court hereby approves the Parties' proposed Settlement and hereby enters
15 FINAL JUDGMENT based on the terms set forth in the Parties' Settlement in favor of Plaintiff
16 and the Aggrieved Employees in the amount of \$45,000.00. Of this, \$15,000.00 is awarded as
17 attorneys fees paid to Plaintiff's Counsel, \$4,000 is awarded as costs paid to Plaintiff's Counsel,
18 and \$2,000.00 is awarded as Settlement Administrative Costs paid to the Settlement
19 Administrator. Of the remaining \$24,000, \$18,000 shall be distributed to the California Labor
20 and Workforce Development Agency ("LWDA") and \$6,000 shall be distributed to the
21 Aggrieved Employees as set forth in the Settlement.

22 3. The Court hereby approves, as to form and content, the notice to be distributed to
23 the Aggrieved Employees, attached to this Order as Exhibit A. In addition, the Settlement
24 Administrator shall send a reminder postcard to Aggrieved Employees who have not cashed
25 their settlement checks within 60 calendar days after the mailing thereof.

26 4. As of the date of entry of this Order, and consistent with the res judicata and
27 claim preclusion effect of the Settlement, the State of California and all Aggrieved Employees are
28

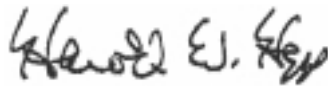
1 deemed to release Defendant Axelon Services Corporation and its officers, directors, and
2 employees from any claim for civil penalties under PAGA and all other related remedies for all
3 allegations, claims, debts, rights, demands, charges, complaints, actions, causes of action,
4 guarantees, interest, costs, expenses, attorneys' fees, damages, obligations or liabilities of any
5 and every kind, contingent or accrued, that are, were or reasonably could have been alleged or
6 asserted based upon the facts and/or theories alleged in the pleadings filed in the Lawsuit and/or
7 in any notice provided pursuant to PAGA by Gordon to the LWDA and Defendant, arising out
8 of, based on or related to any violation of Labor Code §§ 201, 201.3, 202, 203, 204, 210, 226,
9 226.3, 226.7, 510, 512, 558, 1174 ,1174.5, 1182.12, 1194, 1194.2, 1197, 1197.1 and 1198 that
10 occurred, arose or accrued at any time during the Settlement Period.

11 5. A Final Non-Appearance Hearing is set for March 18, 2024 at 8:30 a.m. before
12 this Court. The administrator is to file a declaration no later than 5 court days in advance to
13 confirm that the distribution of funds is complete, including any distribution to the State
14 Controller per the settlement agreement. If distribution efforts are not complete, counsel shall
15 call the clerk and reschedule.

16 6. Plaintiff and Defendant Axelon, and the appointed Settlement Administrator,
17 shall carry out and effectuate the terms of the Settlement as approved herein. This Judgment is
18 intended to be a final disposition in its entirety of the above captioned action as between
19 Plaintiff and Defendant Axelon. Without affecting the finality of this judgment in any way, the
20 Court retains jurisdiction of all matters relating to the interpretation, administration,
21 implementation, effectuation, and enforcement of the Settlement pursuant to C.C.P. section
22 664.6, to the extent applicable.

23
24 IT IS SO ORDERED, ADJUDGED AND DECREED.

25
26 Dated: July 25, 2023



Hon. Harold Hopp
Judge of the Superior Court, County of Riverside

EXHIBIT A

EXHIBIT A

NOTICE OF SETTLEMENT PAYMENT

Gordon v. Axelon Services Corporation, et al.
(Riverside County (California) Superior Court, Case No. CVRI2203907)

[Address Line 1]
[Address Line 2]
[Address Line 3]

[Dear Mr./Ms. _____]:

You are receiving this letter and the accompanying check made payable to you pursuant to a court-approved settlement in the matter of *Gordon v. Axelon Services Corporation, et al.* The check is in the amount of \$_____ and is for your share of the “Net Settlement Amount” under the approved settlement agreement in the above-referenced lawsuit. Please read this letter carefully. It explains the matter and how the settlement affects you.

A. Why am I Receiving This Notice and This Check?

On September 9, 2022, Karen Elizabeth Gordon filed an action against, *inter alia*, Axelon Services Corporation (“Axelon” or “Defendant”), under the California Labor Code Private Attorneys General Act (“PAGA”) based on alleged violations of the California Labor Code. Gordon (“Plaintiff”) and Axelon have reached a settlement, and you are eligible to receive a payment from this settlement because you performed work for Axelon in California during the Settlement Period (as defined below).

Plaintiff alleges that Axelon violated the California Labor Code by failing to pay overtime wages, failing to pay minimum wages, meal period violations, rest period violations, failing to provide accurate wage statements and maintain accurate and complete records, and failing to timely pay wages during employment and at separation to its employees in California. By statute, the amounts recovered under PAGA must be paid 75% to the State of California and 25% to the impacted employees.

The individuals impacted by this settlement include all non-exempt employees of Axelon who are and/or have been placed on work assignments by AXELON at Abbott Vascular Inc. locations in California at any time from June 27, 2021, through _____ (the “Aggrieved Employees”). According to Axelon’s records, you fall within this definition, and you are therefore receiving this notice and the enclosed check.

Axelon denies Plaintiff’s allegations. Specifically, Axelon maintains that it has complied with all applicable laws. Axelon therefore disputes that any amounts are owed. **The settlement – and the amount you are receiving – represents a compromise resolution of disputed claims.**

Your enclosed check is valid for 180 calendar days from the date of issuance, and if you do not cash, deposit, or otherwise negotiate the check within the 180-day timeframe, your check will be cancelled and the funds will be transmitted to the State Controller’s Office Unclaimed Property Fund to be held in your name.

B. How Has The Court Ruled?

The Court has not ruled on the merits of the claims, Axelon's defenses, or any of the contentions of the parties. No inferences regarding the merits of the lawsuit should be drawn from the fact there is a settlement.

Instead, the parties agreed to a settlement, which entails a compromise by both sides. That way, each side avoids the costs, risks and uncertainty of a trial.

C. What Rights Am I Giving Up?

By operation of the court-approved settlement, the Aggrieved Employees are deemed to have fully released and discharged the "Released Parties" from any and all "Released Claims" during the "Settlement Period." "Settlement Period" means the inclusive time period from June 27, 2021, through [REDACTED].

"Released Parties" means Axelon and its officers, directors, and employees.

"Released Claims" means any claim for civil penalties under the PAGA and all other related remedies for all allegations, claims, debts, rights, demands, charges, complaints, actions, causes of action, guarantees, interest, costs, expenses, attorneys' fees, damages, obligations or liabilities of any and every kind, contingent or accrued, that are, were or reasonably could have been alleged or asserted based upon the facts and/or theories alleged in the pleadings filed in the Lawsuit and/or in any notice provided pursuant to PAGA by Gordon to the LWDA and Defendant, arising out of, based on or related to any violation of Labor Code §§ 201, 201.3, 202, 203, 204, 210, 226, 226.3, 226.7, 510, 512, 558, 1174, 1174.5, 1182.12, 1194, 1194.2, 1197, 1197.1 and 1198 that occurred, arose or accrued at any time during the Settlement Period.

Note: Any arbitration agreement between you and Axelon remains in full force and effect and is not waived or limited as a result of this settlement.

D. How Can I Find More Information?

For more information, the pleadings and other records in this litigation, including copies of the Settlement Agreement, may be examined at any time during regular business hours at the office of the Clerk of the Superior Court of the State of California, for Riverside, at the Riverside County Superior Court, located at 4050 Main Street, Riverside CA 92501.

You may contact the Settlement Administrator (whose contact information is below):

ILYM GROUP, INC.
[ADDRESS]
[PHONE]
[FAX]

You may also contact Plaintiff's Counsel (whose contact information is below):

Samuel A. Wong
Kashif Haque
Jessica L. Campbell
Kristy R. Connolly
AEGIS LAW FIRM, PC
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Telephone: (949) 379-6250
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