

UNITED STATES DISTRICT COURT FOR THE DISTRICT OF MAINE

Jessica Mayhew v. Abbott Laboratories, Inc.

No. 2:25-cv-00076-LEW (D. Me. Feb. 6, 2026) · No. 2:25-cv-00076-LEW · Decided February 6, 2026

SUMMARY

The United States District Court for the District of Maine considers Abbott Laboratories, Inc.’s motion to dismiss or transfer an employee’s claims under the ADA, MHRA, and MWPA based on an employment-agreement forum-selection clause. The court dismisses the MWPA claim without prejudice based on the plaintiff’s non-opposition and analyzes whether the remaining claims should be transferred to the Northern District of Illinois under 28 U.S.C. § 1404(a). The court also addresses the enforceability and scope of the forum-selection clause and the plaintiff’s challenges to the underlying agreement.

CASE DETAILS

COURT	United States District Court for the District of Maine
WRITING FOR THE COURT	Lance E. Walker
JURISDICTION	United States District Court for the District of Maine
DECIDED	February 6, 2026
DOCKET	2:25-cv-00076-LEW
DISPOSITION	other
PROCEDURAL POSTURE	Defendant moved to dismiss the complaint under Federal Rule of Civil Procedure 12(b)(6) or, alternatively, to transfer the action to the Northern District of Illinois under 28 U.S.C. § 1404(a), based on an employee-agreement forum-selection clause.
STANDARD OF REVIEW	Under Atlantic Marine Construction Co. v. United States District Court, a valid forum-selection clause should ordinarily be enforced through transfer under § 1404(a), and the resisting party bears the burden of showing that transfer is unwarranted. A forum-selection clause is prima facie valid and should not be set aside absent a strong showing that enforcement is unreasonable under the circumstances.
PRECEDENTIAL VALUE	unpublished district court order

TOPICS

- venue
- motions to dismiss
- civil procedure
- ada / disability
- employment discrimination

PRACTICE AREAS

civil procedure

employment law

disability discrimination

contracts

QUESTIONS PRESENTED

1. Whether Mayhew's non-opposition to dismissal of her MWPA claim warranted dismissal of that claim without prejudice.
2. Whether the employee agreement was sufficiently valid and enforceable for purposes of enforcing its forum-selection clause.
3. Whether the forum-selection clause was mandatory and encompassed Mayhew's ADA and MHRA claims.
4. Whether enforcement of the clause should be denied because of adhesion, alleged inconvenience, or the ADA's special venue provision.
5. Whether the remaining claims should be transferred to the Northern District of Illinois under 28 U.S.C. § 1404(a).

HOLDINGS

1. The plaintiff's non-opposition constituted a voluntary dismissal of the MWPA claim, and Count IV was dismissed without prejudice.
2. The employee agreement was enforceable for purposes of the forum-selection clause because Mayhew assented electronically, and the agreement was not rendered illusory by Abbott's reservation-of-rights provision.
3. The agreement's forum-selection clause was mandatory and covered Mayhew's ADA and MHRA claims.
4. The forum-selection clause was not unenforceable merely because it appeared in an adhesive, nonnegotiated employment contract or because litigating in Illinois would be more burdensome for the plaintiff.
5. The ADA's special venue provision did not preclude enforcement of the forum-selection clause or transfer to the Northern District of Illinois where that district was a statutorily permissible venue.
6. The remaining ADA and MHRA claims were transferred to the Northern District of Illinois under § 1404(a).

KEY QUOTATIONS

"When the parties have agreed to a valid forum-selection clause, a district court should ordinarily transfer the case to the forum specified in that clause" (Discussion B)

"Count IV of the Complaint is DISMISSED without prejudice. This case will be TRANSFERRED to the United States District Court for the Northern District of Illinois pursuant to 28 U.S.C. § 1404." (Conclusion)

FACTUAL BACKGROUND

Mayhew worked as a Quality Assurance Specialist at Abbott's Scarborough, Maine, campus from May 2020 until June 2022. She alleged that Abbott failed to accommodate her PTSD, anxiety, and syncope and retaliated against her, violating the ADA and MHRA, and that Abbott separately retaliated against her in violation of the MWPA. Her electronically accepted employee agreement contained an exclusive forum-selection clause requiring covered claims to be heard in Illinois state court or the Northern District of Illinois federal court.

PROCEDURAL HISTORY

Jessica Mayhew filed an action in the District of Maine asserting disability discrimination and retaliation claims under the ADA and MHRA, and a retaliation claim under the MWPA. The court construed Abbott's motion as a request to transfer under § 1404(a), dismissed the unopposed MWPA claim without prejudice, and transferred the remaining claims to the Northern District of Illinois.

DISPOSITION

other

CASES CITED

- Claudio-De Leon v. Sistema Universitario Ana G. Mendez, 775 F.3d 41, 45-49 (1st Cir. 2014)
- Atlantic Marine Construction Co. v. United States District Court, 571 U.S. 49, 62-64 (2013)
- Reynoso v. LaserShip, Inc., 322 F. Supp. 3d 211, 215 (D. Mass. 2018)
- Alternative Energy, Inc. v. St. Paul Fire & Marine Ins. Co., 267 F.3d 30, 33-34 (1st Cir. 2001)
- Clorox Co. P.R. v. Proctor & Gamble Com. Co., 228 F.3d 24, 32 (1st Cir. 2000)
- Estate of Rahim v. United States, No. 1:18-cv-11152-IT, 2020 WL 2308728, at *1 (D. Mass. May 8, 2020)
- New England Surfaces v. E.I. Du Pont De Nemours & Co., 460 F. Supp. 2d 153, 157 (D. Me. 2006)
- Canales v. Univ. of Phoenix, 854 F. Supp. 2d 119, 124-25 (D. Me. 2012)
- Snow v. BE & K Const. Co., 126 F. Supp. 2d 5, 13-15 (D. Me. 2001)
- Alrig USA Acquisitions LLC v. MBD Realty LLC, 331 A.3d 372, 377 (Me. 2025)
- In re Estate of Barrows, 945 A.2d 1217, 1221 (Me. 2008)
- Amyndas Pharm., S.A. v. Zealand Pharma A/S, 48 F.4th 18, 30-33 (1st Cir. 2022)
- Millien v. Colby College, 874 A.2d 397, 402 (Me. 2005)
- Dairy Farm Leasing Co. v. Hartley, 395 A.2d 1135, 1139 n.3 (Me. 1978)
- College v. ???
- Cochran v. Quest Software, 328 F.3d 1, 10 (1st Cir. 2003)
- Carroll v. Stryker Corp., 658 F.3d 675, 683 (7th Cir. 2011)
- N. Me. Transp., LLC v. OneBeacon Am. Ins. Co., 820 F. Supp. 2d 139, 145 (D. Me. 2011)
- Stenzel v. Dell, Inc., 870 A.2d 133, 142-43 (Me. 2005)
- Fitzpatrick v. Teleflex, Inc., 763 F. Supp. 2d 224, 235 (D. Me. 2011)
- United States v. Zannino, 895 F.2d 1, 17 (1st Cir. 1990)
- M/S Bremen v. Zapata Off-Shore Co., 407 U.S. 1, 10, 15 (1972)

- *Carnival Cruise Lines, Inc. v. Shute*, 499 U.S. 585, 593 (1991)
- *Rivera v. Centro Medico de Turabo, Inc.*, 575 F.3d 10, 18-19 (1st Cir. 2009)
- *Silva v. Encyclopedia Britannica Inc.*, 239 F.3d 385, 389 (1st Cir. 2001)
- *Martinez v. Bloomberg LP*, 740 F.3d 211, 218, 228-29 (2d Cir. 2014)
- *Haywood v. ComTec Information Systems*, No. 25-cv-7883, 2025 WL 2930752, at *3-4 (N.D. Ill. Oct. 15, 2025)
- *Kessler v. Direct Consulting Assoc. LLC*, No. 17-11943, 2018 WL 7890862, at *4-9 (E.D. Mich. July 6, 2018)
- *Putnam v. Perficient, Inc.*, No. 4:21-cv-00739, 2022 WL 4480329, at *3-4 (E.D. Tex. July 20, 2022), report and recommendation adopted, 2022 WL 4474901 (E.D. Tex. Sept. 26, 2022)
- *Smith v. Kyphon, Inc.*, 578 F. Supp. 2d 954, 959-61 (M.D. Tenn. 2008)
- *Thomas v. Rehab. Serv. of Columbus, Inc.*, 45 F. Supp. 2d 1375, 1380-81 (M.D. Ga. 1999)
- *Dumont v. PepsiCo, Inc.*, 192 F. Supp. 3d 209, 212-23 (D. Me. 2016)
- *In re Becker*, 993 F.3d 731, 732-33 (9th Cir. 2021)
- *In re Mathias*, 867 F.3d 727, 731-34 (7th Cir. 2017)
- *Smith v. Aegon Co. Pension Plan*, 769 F.3d 922, 930-33 (6th Cir. 2014)
- *Van Cleave v. Univ. of the South*, 607 F. Supp. 3d 783, 789 (M.D. Tenn. 2022)
- *Johnson v. VCG Holding Corp.*, 767 F. Supp. 2d 208, 217 (D. Me. 2011)

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