

UNITED STATES DISTRICT COURT FOR THE EASTERN DISTRICT OF
CALIFORNIA

Brenda Gomez v. Hiregenics Inc., et al.

Gomez · No. 2:25-CV-03569-TLN-CKD · Decided January 7, 2026

SUMMARY

This document is a Joint Stipulation to Submit Plaintiff’s Claims to Arbitration and Order in Brenda Gomez v. HireGenics Inc. and Abbott Laboratories in the U.S. District Court for the Eastern District of California. The parties stipulate that all of Plaintiff’s employment-related claims will proceed in binding arbitration, that the federal action will be stayed, and that the court will retain limited jurisdiction. The court approved the stipulation and ordered the action stayed pending arbitration on January 7, 2026.

CASE DETAILS

COURT	United States District Court for the Eastern District of California
WRITING FOR THE COURT	Troy L. Nun
DECIDED	January 7, 2026
DOCKET	2:25-CV-03569-TLN-CKD
DISPOSITION	other
PROCEDURAL POSTURE	After removal from California state court, the parties jointly stipulated to submit all of Plaintiff's employment-related claims to binding arbitration and to stay the federal action. The district court entered an order compelling arbitration and staying the action pending completion of arbitration.
PRECEDENTIAL VALUE	unpublished

TOPICS

- employment arbitration
- arbitration
- civil procedure

PRACTICE AREAS

- employment law
- civil procedure

QUESTIONS PRESENTED

1. Whether the parties' stipulation and arbitration agreement required all of Plaintiff's claims against all Defendants to be submitted to binding arbitration.
2. Whether the federal action should be stayed pending completion of arbitration under the Federal Arbitration Act.

HOLDINGS

1. All of Plaintiff's claims against all Defendants asserted in the complaint must be submitted to binding arbitration pursuant to the parties' stipulation and the subject arbitration agreements.
2. The entirety of the action and all claims asserted in it must be stayed pending the results and completion of the parties' arbitration, as required by the Federal Arbitration Act.

KEY QUOTATIONS

“All of Plaintiff's claims against all of the Defendants asserted in Complaint be submitted to binding arbitration;” (Order ¶ 1)

“The entirety of this Action shall be stayed pending the completion of the arbitration proceedings;” (Order ¶¶ 2-3)

“This Action, and all claims asserted therein, shall be stayed pending the results of the Parties’ arbitration, as required by the Federal Arbitration Act, 9 U.S.C. § 3.” (Order ¶ 3)

FACTUAL BACKGROUND

Gomez asserted employment-related claims under the California Labor Code, the California Fair Employment and Housing Act, and California Business and Professions Code section 17200 et seq. She executed an arbitration agreement with Hiregenics on October 21, 2022. The parties agreed that Abbott was a third-party beneficiary of that agreement and jointly requested that the claims proceed in binding arbitration under the JAMS Employment Arbitration Rules and Procedures.

PROCEDURAL HISTORY

Brenda Gomez filed an employment-related complaint against Hiregenics Inc. and Abbott Laboratories in state court on November 5, 2025. Abbott answered on or about December 9, 2025, Hiregenics answered on or about December 10, 2025, and Abbott removed the action to the Eastern District of California on December 11, 2025; Hiregenics consented to removal. The parties then jointly stipulated to arbitration, and the court approved the stipulation and stayed the case.

DISPOSITION

other

CASES CITED

- *Armendariz v. Foundation Health*, 24 Cal. 4th 83 (2000)

OPINION

Gomez

PER CURIAM.

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CONSTANGY, BROOKS,

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SMITH & PROPHETE, LLP

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12 UNITED STATES DISTRICT COURT

13 EASTERN DISTRICT OF CALIFORNIA

14 BRENDA GOMEZ, an individual, Case No.: 2:25-CV-03569-TLN-CKD 15 Plaintiff, JOINT STIPULATION TO SUBMIT 16 PLAINTIFF'S CLAIMS TO ARBITRATION; vs. AND ORDER 17 HIREGENICS INC., a Delaware Corporation; Complaint filed: November 5, 2025 18 ABBOTT LABORATORIES, an Illinois Trial Date: N/A corporation, and DOES 1 through 100, inclusive, 19 Defendants. 20 21 22 23 24 25 26 27 28 1 ookeke@lfecr.com

2 LAWYERS FOR EMPLOYEE AND CONSUMER RIGHTS

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5 BRENDA GOMEZ

6 Justin T. Curley (SBN 233287) 7 jcurley@seyfarth.com Steven Wong (SBN 293343) 8 stewong@seyfarth.com

SEYFARTH SHAW LLP

9 560 Mission Street, Suite 3100 10 San Francisco, California 94105 Telephone: (415) 397-2823 11 Attorneys for Defendant

12 ABBOTT LABORATORIES

13 14 15 16 17 18 19 20 21 22 23 24 25 26 27 28 1 2 ("HIREGENICS") and Defendant ABBOTT LABORATORIES ("ABBOTT") (HIREGENICS and 3 ABBOTT collectively, "Defendants") (Plaintiff and Defendants collectively, the "Parties"), by and 4 through their respective counsel, hereby submit the following Joint Stipulation and Proposed Order to stay 5 this matter and proceed in arbitration. 6 WHEREAS, Plaintiff filed her Complaint on November 5, 2025, asserting various employment- 7 related claims against Defendants for alleged violations of the California Labor Code, the Fair 8 Employment and Housing Act ("FEHA") and the California Business and Professions Code §§ 17200, et 9 seq. (the "Action"); 10 WHEREAS, on or about December 9, 2025, Abbott filed an answer in state court; 11 WHEREAS, on or about December 10, 2025, HireGenics filed an answer in state court; 12 WHEREAS, on or about December 11, 2025, Abbot filed a Notice of Removal to the Eastern 13 District of California; 14 WHEREAS, on or about

December 11, 2025, Plaintiff's counsel informed counsel for Abbot that 15 Plaintiff is agreeable to stipulate to arbitration; 16 WHEREAS, on December 12, 2025, HireGenics filed a Consent to Removal and Joinder in Notice 17 of Removal of Action by co-defendant Abbott; 18 WHEREAS, in the interests of judicial economy along with the mutual desire to preserve the 19 Court's resources, the Parties stipulate to proceed in arbitration; 20 WHEREAS, this Stipulation is not made to cause any unwarranted or unnecessary delay to these 21 proceedings; 22 WHEREAS, none of the Parties will be prejudiced by the Court granting this Stipulation; 23 NOW THEREFORE, the Parties, through their respective counsel, hereby agree and stipulate to 24 the following: 25 1. Plaintiff executed an arbitration agreement on October 21, 2022 with HireGenics, which is 26 attached hereto as Exhibit A; 27 28 1 2 binding arbitration with a mutually agreeable arbitrator, using the JAMS Employment 3 Arbitration Rules & Procedures; 4 3. Defendant Abbott is a third-party beneficiary to the arbitration agreement attached as Exhibit 5 A; 6 4. The Action present in the Federal Court shall be stayed; 7 5. The Parties agree that the arbitration proceeding shall fully comply with the requirements of 8 *Armendariz v. Foundation Health* (2000) 24 Cal.4th 83, in that the arbitration shall: (a) provide 9 a neutral arbitrator; (b) allow sufficient discovery; (c) provide all types of relief available to 10 Plaintiff that otherwise would be available in court; (d) provide a written arbitration award 11 given by the arbitrator; and (e) require Defendants to pay all arbitrator's fees and all costs 12 unique to arbitration to the full extent of its legal duty to do so, pursuant to *Armendariz*, supra, 13 24 Cal.4th 102, 108-109; 14 6. This entirety of Plaintiff's claims against Defendants will proceed in its entirety in arbitration, 15 and the Parties will be permitted to engage in discovery as agreed to by the Parties, and/or as 16 permitted by the arbitrator; 17 7. This Court shall retain jurisdiction of this matter to enforce the Stipulation to Arbitrate this 18 matter, to enforce any arbitration award, and to perform any other roles as permitted by 19 applicable law, and; 20 THEREFORE, the Parties respectfully request that the Court, under California Code of Civil 21 Procedure § 1280, et seq., order the Action to be immediately stayed pending submission to binding 22 arbitration as consistent with the provisions set forth in this Stipulation 23 24 IT IS SO STIPULATED. 25 DATED: January 5, 2026 CONSTANGY, BROOKS,

SMITH & PROPHETE, LLP

26 27 By: s/ Komal Jain 28 Guillermo A. Escobedo 1 2 Attorneys for Defendant 3 HIREGENICS INC. 4 5

6 DATED: 12/31/2025 LAWYERS FOR EMPLOYEE AND CONSUMER RIGHTS

7 8 By: s/ *Onyebuchi Okeke 9 Onyebuchi Okeke 10 Attorneys for Plaintiff 11 BRENDA GOMEZ

12 DATED: January 5, 2026 SEYFARTH SHAW LLP 13 14 15 By: s/ *Justin T. Curley Justin T. Curley 16 Steven Wong 17 Attorneys for Defendant

ABBOTT LABORATORIES

18 19 20 21 22 23 24 25 26 27 28 1

> ORDER

3 Based on the foregoing Joint Stipulation of the Parties, and the subject arbitration agreements,
and 4 good cause having been shown, IT IS HEREBY ORDERED: 5 1. All of Plaintiff's claims
against all of the Defendants asserted in 6 Complaint be submitted to binding
arbitration; 4 2. The entirety of this Action shall be stayed pending the completion of the
arbitration 8 proceedings; and 9 3. This Action, and all claims asserted therein, shall be stayed
pending the results of 10 the Parties' arbitration, as required by the Federal Arbitration Act, 9
U.S.C. § 3. 11 12 IT IS SO ORDERED. 14 Date: January 7, 2026 Troy L. Nun 15 Chief United
States District Judge 16 17 18 19 20 21 22 23 24 25 26 27 28 □

_ CASE NO. 2:25-CV-03569-TLN-CKD