

**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.

OPINION

Gomez

PER CURIAM.

1 gescobedo@constangy.com 2 Komal Jain (SBN 309827) 3 kjain@constangy.com Anissa
Elhaiesahar (SBN 354942) 4 aelhaiesahar@constangy.com

CONSTANGY, BROOKS,

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SMITH & PROPHETE, LLP

6 550 West C Street, Suite 1400 San Diego, CA 92101 7 Telephone: (619) 605-6171 8 Attorneys
for Defendant 9 HIREGENICS INC. 10 (Additional counsel listed on next page) 11

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 LABORTORIES, 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

3500 West Olive Avenue, Third Floor 3 Burbank, CA 91505 Telephone: (323) 375-5101 4
Attorneys for Plaintiff

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

