

**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

OPINION

Gomez

PER CURIAM.

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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 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

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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

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

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