

**BEFORE THE JAMS TRIBUNAL**  
**JAMS Ref. No. 5160000821**

**CLAIMANT’S MOTION TO APPOINT ARBITRATOR DESPITE RESPONDENTS’  
NONPAYMENT AND TO ADVANCE PROCEEDINGS PURSUANT TO JAMS RULE  
6(e)**

**JORDEN HOLLINGSWORTH (Claimant)**

**v.**

**SANOFI-AVENTIS US LLC, CHATTEM INC., QUTEN RESEARCH INSTITUTE LLC,  
DEEPAK CHOPRA, MAGED “MIKE” BOUTROS, ASHRAF “PETER” BOUTROS,  
DRVM LLC, and AMJ SERVICES LLC (Respondents)**

**I. INTRODUCTION**

Claimant Jorden Timothy respectfully submits this **Motion to Appoint an Arbitrator Despite Respondents’ Nonpayment**, pursuant to **JAMS Employment Arbitration Rule 6(e)**, and requests that this arbitration move forward immediately to prevent **further prejudice, obstruction, and bad-faith delay** by Respondents.

Respondents—including DRVM LLC, represented by Fisher Phillips LLP, and indirectly controlled by Sanofi via corporate shell structures, have **refused** to pay their required arbitration fees despite being **contractually and ethically obligated** to do so. This calculated inaction appears designed to obstruct the arbitration process and financially burden the Claimant, who is a pro se whistleblower litigating against a structure involving a \$130 billion multinational pharmaceutical company.

## II. FACTUAL BACKGROUND

### 1. Binding Arbitration Agreement

Claimant and DRVM LLC executed a **Mutual Arbitration Agreement** signed on **October 15, 2024**, which mandates that:

*“Employer must pay all arbitrator fees and costs of arbitration, except that Employee must pay arbitration filing fees up to the amount the Employee would have to pay to file a lawsuit in court.”*

### 2. Claimant’s Compliance

Claimant has paid their portion of the arbitration fees and has fulfilled all required procedural obligations.

### 3. Respondents’ Nonpayment and Silence

Despite receiving notice and having legal counsel (Fisher Phillips LLP) on record, Respondents have not paid their share of arbitration fees, nor have they affirmatively withdrawn or engaged in meaningful procedural participation.

### 4. Entity Reactivation Confirms Active Oversight

DRVM LLC, previously dissolved, was recently reactivated under a trust structure—strongly suggesting that Respondents are actively monitoring this case but **intentionally stalling through procedural delay.**

## III. LEGAL BASIS — JAMS RULE 6(e)

**JAMS Employment Arbitration Rule 6(e)** provides:

***“If a Party fails to respond to a demand for arbitration, or otherwise fails to participate in the arbitration process, JAMS may proceed with the arbitration and may appoint the arbitrator if the other Party so requests.”***

The purpose of **Rule 6(e)** is to ensure that one party cannot obstruct the process by refusing to engage. In this case, the Respondents’ silence and nonpayment amount to a de facto refusal to participate, warranting unilateral appointment of the arbitrator and continuation of proceedings.

#### **IV. ARGUMENT**

##### **1. Respondents Are Breaching Their Own Agreement**

The arbitration clause requires Respondents to pay arbitrator fees. Their refusal constitutes a breach of contract, designed to delay accountability and obstruct procedural justice.

##### **2. Claimant Is Entitled to an Adjudicative Forum**

Claimant has brought forth serious claims involving corporate fraud, wage theft, and systemic shell structuring involving a major pharmaceutical entity. Refusing to appoint an arbitrator due to the Respondents’ obstruction would deny Claimant any forum for redress, in direct conflict with JAMS’ mission and public integrity.

##### **3. JAMS’ Institutional Integrity Is at Stake**

JAMS cannot allow a \$130 billion company—or its proxies—to dodge arbitration by hiding behind shell entities and reactivated trusts. If Respondents are permitted to stall this proceeding, it would signal to other large corporate entities that arbitration obligations are optional when faced with whistleblower complaints.

## V. REQUEST FOR RELIEF

Claimant respectfully requests that JAMS:

1. **Appoint an arbitrator immediately pursuant to Rule 6(e)**, despite Respondents' nonpayment and lack of participation;
2. **Advance proceedings without further delay**, allowing Claimant to pursue all relevant motions, discovery, and sanctions requests;
3. **Preserve Claimant's right to seek:**
  - Reimbursement of all costs advanced due to Respondents' breach,
  - Adverse inference due to their silence,
  - Default judgment if Respondents continue to obstruct or fail to appear.

### Preferred Arbitrator Selection

Should JAMS grant this motion under **Rule 6(e)**, Claimant respectfully nominates **Dr. Ryan Abbott** as the sole arbitrator. Dr. Abbott is internationally recognized for his expertise in **artificial intelligence, ethics, and law** — which aligns directly with the technological dimensions of this case. **Given both parties' demonstrated use of AI and the growing public interest in AI-enabled legal action**, Dr. Abbott's leadership would ensure thoughtful and forward-looking adjudication.

Claimant is also open to alternative selections JAMS deems most appropriate, but believes Dr. Abbott's appointment would represent a **historic step in leveling the legal playing field in high-tech, high-stakes arbitration**.

## **VI. CONCLUSION**

This case involves a whistleblower fighting against billion-dollar entities attempting to bury accountability behind procedural silence. JAMS must now act decisively and in accordance with its own rules to ensure that justice is not a function of wealth or delay.

Claimant remains ready to proceed and requests that an arbitrator be assigned without further delay.

Respectfully submitted,

Jorden Hollingsworth

Pro Se Claimant

Date: June 14<sup>th</sup>, 2025