

STEPHEN M. SCOTT, OSB No. 134800  
Email: smscott@fisherphillips.com  
BOBBI EDWARDS, OSB No. 211574  
Email: bedwards@fisherphillips.com  
FISHER & PHILLIPS LLP  
560 SW TENTH AVENUE, SUITE 450  
Portland, OR 97205  
Phone: 503.242.4262

Attorneys for Respondent DRVM LLC

IN RE ARBITRATION  
JAMS ALTERNATIVE DISPUTE RESOLUTION

JORDEN HOLLINGSWORTH,

Claimant,

v.

SANOFI-AVENTIS LLC, QUTEN  
RESEARCH INSTITUTE LLC, CHATTEM  
INC., MAGED "MIKE" BOUTROS,  
ASHRAF "PETER" BOUTROS, DRVM  
LLC, AMJ SERVICES, DEEPAK CHOPRA

Respondent.

Case No. 5160000663

**RESPONDENT'S ANSWER TO  
CLAIMANT'S DEMAND FOR  
ARBITRATION**

For its answer to the corresponding paragraphs of Claimant's: (1) Demand for Arbitration submitted to JAMS on February 18, 2025; (2) Amended Demand for Arbitration submitted to JAMS on February 26, 2025; (3) Third Amended Demand for Arbitration submitted to JAMS on April 7, 2025; and (4) Fourth Amended Demand for Arbitration on April 8, 2025 (collectively "Demands"), Respondent DRVM LLC responds as follows:

///

///

///

**ANSWER**

**I. FEBRUARY 18, 2025: DEMAND FOR ARBITRATION**

1.

Claimant's February 18, 2025 Demand for Arbitration, pages 1-12, contains statements of law to which no response is required.

2.

Claimant's February 18, 2025 Demand for Arbitration, pages 1-12, contains legal conclusions to which no response is required.

3.

Claimant's February 18, 2025 Demand for Arbitration, pages 1-12, contains Claimant's discovery requests to which no response is required.

4.

Claimant's February 18, 2025 Demand for Arbitration, pages 1-12, contains factual allegations pertaining to entities other than Respondent DRVM LLC. Respondent DRVM LLC lacks sufficient knowledge or information to admit or deny allegations concerning any other named entity. Respondent DRVM LLC responds only on its own behalf and expressly disclaims any authority to admit or deny allegations concerning any other entity.

5.

Claimant's February 18, 2025 Demand for Arbitration, pages 1-12, contains demands for damages. Respondent DRVM LLC denies that Claimant has suffered the damages alleged in his February 18, 2025, Demand for Arbitration.

6.

To the extent that there are remaining factual allegations in Claimant's February 18, 2025 Demand for Arbitration pertaining to Respondent DRVM LLC, Respondent DRVM LLC admits the following: (1) Respondent DRVM LLC and Claimant entered into a valid and binding

1 arbitration agreement invoking JAMS' rules and procedures; (2) Respondent DRVM LLC  
2 employed Claimant; (3) Respondent DRVM LLC terminated Claimant's employment on  
3 December 12, 2024; (4) Respondent DRVM LLC included Claimant's commissions as separate  
4 line items on Claimant's bi-weekly wage statement; (5) Respondent DRVM LLC admits that it  
5 paid Claimant all wages due within the statutory twelve-day notice period provided by ORS  
6 652.150; and (6) Respondent DRVM LLC admits that it paid Claimant the statutorily-capped 100  
7 percent penalty as provided by ORS 652.150 on January 8, 2025. As to all other allegations in  
8 Claimant's February 18, 2025, Demand for Arbitration, Respondent DRVM LLC denies.  
9

## 10 **II. FEBRUARY 26, 2025: FIRST AMENDED DEMAND FOR ARBITRATION**

11 7.

12 Claimant's February 26, 2025 First Amended Demand for Arbitration, pages 1-66, contains  
13 statements of law to which no response is required.

14 8.

15 Claimant's February 26, 2025 First Amended Demand for Arbitration, pages 1-66, contains  
16 legal conclusions to which no response is required.

17 9.

18 Claimant's February 26, 2025 First Amended Demand for Arbitration, pages 1-66, contains  
19 Claimant's discovery requests to which no response is required.

20 10.

21 Claimant's February 26, 2025 First Amended Demand for Arbitration, pages 1-66, contains  
22 factual allegations pertaining to entities other than Respondent DRVM LLC. Respondent DRVM  
23 LLC lacks sufficient knowledge or information to admit or deny allegations concerning any other  
24 entity. Respondent DRVM LLC responds only on its own behalf and expressly disclaims any  
25 authority to admit or deny allegations concerning any other named entity.  
26

11.

Claimant's February 26, 2025 First Amended Demand for Arbitration, pages 1-66, contains demands for damages. Respondent DRVM LLC denies that Claimant has suffered the damages alleged in his February 26, 2025 First Amended Demand for Arbitration.

12.

To the extent that there are remaining factual allegations pertaining to Respondent DRVM LLC, Respondent DRVM LLC admits the following: (1) Respondent DRVM LLC and Claimant entered into a valid and binding arbitration agreement; (2) Respondent DRVM LLC employed Claimant; (3) Respondent DRVM LLC terminated Claimant's employment on December 12, 2024; (4) Respondent DRVM LLC included Claimant's commission as separate line items on Claimant's bi-weekly wage statement; (5) Respondent DRVM LLC admits that it paid Claimant all wages due within the statutory twelve-day notice period provided by ORS 652.150; and (6) Respondent DRVM LLC admits that it paid Claimant the statutorily-capped 100 percent penalty as provided by ORS 652.150 on January 8, 2025. As to all other allegations in Claimant's February 26, 2025 First Amended Demand for Arbitration, Respondent DRVM LLC denies.

### **III. March 31, 2025: SECOND AMENDED DEMAND FOR ARBITRATION**

13.

Claimant's March 31, 2025 Second Amended Demand for Arbitration, page 1, contains statements of law to which no response is required.

14.

Claimant's March 31, 2025 Second Amended Demand for Arbitration, page 1, contains legal conclusions to which no response is required.

15.

Claimant's March 31, 2025 Second Amended Demand for Arbitration, page 1, contains Claimant's discovery requests to which no response is required.

16.

Claimant's March 31, 2025 Second Amended Demand for Arbitration, page 1, contains factual allegations pertaining to entities other than Respondent DRVM LLC. Respondent DRVM LLC lacks sufficient knowledge or information to admit or deny allegations concerning any other named entity. Respondent DRVM LLC responds only on its own behalf and expressly disclaims any authority to admit or deny allegations concerning any other named entity.

17.

Claimant's March 31, 2025 Second Amended Demand for Arbitration, page 1, contains demands for damages. Respondent DRVM LLC denies that Claimant has suffered the damages alleged in his March 31, 2025 Second Amended Demand for Arbitration.

18.

To the extent that there are remaining factual allegations in Claimant's March 31, 2025 Second Amended Demand for Arbitration pertaining to Respondent DRVM LLC, Respondent DRVM LLC incorporates the following admissions: (1) Respondent DRVM LLC and Claimant entered into a valid and binding arbitration agreement; (2) Respondent DRVM LLC employed Claimant; (3) Respondent DRVM LLC terminated Claimant's employment on December 12, 2024; (4) Respondent DRVM LLC included Claimant's commissions as separate line items on Claimant's bi-weekly wage statement; (5) Respondent DRVM LLC admits that it paid Claimant all wages due within the statutory twelve-day notice period provided by ORS 652.150; and (6) Respondent DRVM LLC admits that it paid Claimant the statutorily-capped 100 percent penalty as provided by ORS 652.150 on January 8, 2025. As to all other allegations in Claimant's March 31, 2025 Second Amended Demand for Arbitration, Respondent DRVM LLC lacks sufficient knowledge and information to confirm or deny and therefore denies.

///

///

///

1 **IV. April 7, 2025: THIRD AMENDED DEMAND FOR ARBITRATION**

2 19.

3 Claimant's April 7, 2025 Third Amended Demand pages 1-3, contains statements of law  
4 to which no response is required.

5 20.

6 Claimant's April 7, 2025 Third Amended Demand for Arbitration, pages 1-3, contains legal  
7 conclusions to which no response is required.

8 21.

9 Claimant's April 7, 2025 Third Amended Demand for Arbitration, pages 1-3, contains  
10 Claimant's discovery requests to which no response is required.

11 22.

12 Claimant's April 7, 2025 Third Amended Demand for Arbitration, pages 1-3, contains  
13 factual allegations pertaining to entities other than Respondent DRVM LLC. Respondent DRVM  
14 LLC lacks sufficient knowledge or information to admit or deny allegations concerning any other  
15 entity. Respondent DRVM LLC responds only on its own behalf and expressly disclaims any  
16 authority to admit or deny allegations concerning any other named entity.

17 23.

18 Claimant's April 7, 2025 Third Amended Demand for Arbitration, pages 1-3, contain  
19 demands for damages. Respondent DRVM LLC denies that Claimant has suffered the damages  
20 alleged in his April 7, 2025 Third Amended Demand for Arbitration.

21 24.

22 To the extent that there are remaining factual allegations in Claimant's April 7, 2025 Third  
23 Amended Demand for Arbitration pertaining to Respondent DRVM LLC, Respondent DRVM  
24 LLC incorporates the following admissions: (1) Respondent DRVM LLC and Claimant entered  
25 into a valid and binding arbitration agreement invoking JAMS' rules and procedures;  
26 (2) Respondent DRVM LLC employed Claimant; (3) Respondent DRVM LLC terminated

1 Claimant's employment on December 12, 2024; (4) Respondent DRVM LLC included Claimant's  
2 commissions as separate line items on Claimant's bi-weekly wage statement; (5) Respondent  
3 DRVM LLC admits that it paid Claimant all wages due within the statutory twelve-day notice  
4 period provided by ORS 652.150; and (6) Respondent DRVM LLC admits that it paid Claimant  
5 the statutorily-capped 100 percent penalty as provided by ORS 652.150 on January 8, 2025. As to  
6 all other allegations in Claimant's April 7, 2025 Third Amended Demand for Arbitration,  
7 Respondent DRVM LLC denies.

8  
9 **V. April 8, 2025: FOURTH AMENDED DEMAND FOR ARBITRATION**

10 25.

11 Claimant's April 8, 2025 Fourth Amended Demand for Arbitration, pages 1-3, contains  
12 legal conclusions to which no response is required.

13 26.

14 Claimant's April 8, 2025 Fourth Amended Demand for Arbitration, pages 1-3, contains  
15 statements of law to which no response is required.

16 27.

17 Claimant's April 8, 2025 Fourth Amended Demand for Arbitration, pages 1-3, contains  
18 Claimant's discovery requests to which no response is required.

19 28.

20 Claimant's April 8, 2025 Fourth Amended Demand for Arbitration, pages 1-3, contains  
21 factual allegations pertaining to entities other than Respondent DRVM LLC. Respondent DRVM  
22 LLC lacks sufficient knowledge or information to admit or deny allegations concerning any other  
23 entity. Respondent DRVM LLC responds only on its own behalf and expressly disclaims any  
24 authority to admit or deny allegations concerning any other named entity.

25 ///

26 ///

1  
2  
3  
4  
5  
6  
7  
8  
9  
10  
11  
12  
13  
14  
15  
16  
17  
18  
19  
20  
21  
22  
23  
24  
25  
26

29.

Claimant's April 8, 2025 Fourth Amended Demand for Arbitration, pages 1-3, contains demands for damages. Respondent DRVM LLC denies that Claimant has suffered the damages alleged in his April 8, 2025 Fourth Amended Demand for Arbitration.

30.

To the extent that there are remaining factual allegations in Claimant's April 8, 2025 Fourth Amended Demand for Arbitration pertaining to Respondent DRVM LLC, Respondent DRVM LLC incorporates the following admissions: (1) Respondent DRVM LLC and Claimant entered into a valid and binding arbitration agreement invoking JAMS' rules and procedures; (2) Respondent DRVM LLC employed Claimant; (3) Respondent DRVM LLC terminated Claimant's employment on December 12, 2024; (4) Respondent DRVM LLC included Claimant's commissions as separate line items on Claimant's bi-weekly wage statement; (5) Respondent DRVM LLC admits that it paid Claimant all wages due within the statutory twelve-day notice period provided by ORS 652.150; and (6) Respondent DRVM LLC admits that it paid Claimant a the statutorily-capped 100 percent penalty as provided by ORS 652.150 on January 8, 2025. As to all other allegations in Claimant's April 8, 2025 Fourth Amended Demand for Arbitration, Respondent DRVM LLC denies.

## **VI. GENERAL DENIAL**

31.

Except as expressly admitted above, Respondent DRVM LLC denies each and every allegation contained in Claimant's Demands as they pertain to Respondent DRVM LLC.

## **CLAIMANT'S CAUSES OF ACTION**

32.

Claimant's Demands assert vague and ambiguous causes of action, on that basis Respondent DRVM LLC denies each and every cause of action put forward by Claimant in his Demands.



1  
2  
3  
4  
5  
6  
7  
8  
9  
10  
11  
12  
13  
14  
15  
16  
17  
18  
19  
20  
21  
22  
23  
24  
25  
26

33.

Claimant's Demands are vague and ambiguous as they fail to identify which of the 11 named individuals and entities are responsible for each of his factual allegations, on that basis Respondent DRVM LLC denies each and every cause of action put forward by Claimant in his Demands.

**CLAIMANT'S CLAIMS FOR RELIEF**

34.

Respondent DRVM LLC incorporates its admissions, denials, and answers to paragraphs 1-33.

35.

Respondent DRVM LLC avers that ORS 659A.140 speaks for itself, and to the extent Claimant misrepresents its contents or legal significance, Respondent DRVM LLC denies the same.

36.

To the extent that Claimant misrepresents applicable statutory and case law, its contents or legal significance, Respondent DRVM LLC denies liability for each and every one of Claimant's claims for relief.

37.

Respondent DRVM LLC denies that it is liable to Claimant for any economic damages.

38.

Respondent DRVM LLC denies that it is liable to Claimant for any noneconomic damages.

39.

Respondent DRVM LLC denies that it is liable to Claimant for any punitive damages.

40.

Respondent DRVM LLC denies that Claimant is owed reasonable attorneys' fees or costs associated with arbitration.

///

///

///

1  
2  
3  
4  
5  
6  
7  
8  
9  
10  
11  
12  
13  
14  
15  
16  
17  
18  
19  
20  
21  
22  
23  
24  
25  
26

**RESPONDENT’S GENERAL DENIAL**

41.

To the extent not expressly admitted, Respondent DRVM LLC denies each and every allegation contained in each of Claimant’s Demands.

**RESPONDENT’S DEFENSES**

42.

Respondent DRVM LLC incorporates by reference paragraphs 1 through 41 of this Answer to the following defenses below. Without waiving any defenses or denials, without assuming the burden of proof on any issue, and reserving the right to amend or delete defenses as information becomes available through investigation and discovery, Respondent DRVM LLC raises the following defenses:

**FIRST DEFENSE**

**(No Willful Violation)**

43.

Defendant DRVM LLC did not willfully withhold payments demanded by Claimant.

**SECOND DEFENSE**

**(Good Faith)**

44.

Respondent DRVM LLC acted in good faith at all times with respect to the allegations made in Claimant’s Demands and had reasonable grounds for believing that the alleged acts or omissions were not in violation of the law. Respondent DRVM LLC made good faith efforts to comply with all applicable laws and acted only according to good faith beliefs.

**THIRD DEFENSE**

**(Full Satisfaction)**

45.

Respondent DRVM LLC has completely or substantially performed its obligations, if any.

1  
2  
3  
4  
5  
6  
7  
8  
9  
10  
11  
12  
13  
14  
15  
16  
17  
18  
19  
20  
21  
22  
23  
24  
25  
26

**FOURTH DEFENSE**  
**(Failure to State a Claim)**

46.

Without waiving any other defenses or denials, Claimant's Demands fail to state a claim against Respondent DRVM LLC upon which relief can be granted. Demands contain numerous conclusory allegations that Claimant pleads as if they are actual facts.

**FIFTH DEFENSE**  
**(Claimant's Conduct Precludes Recovery)**

47.

Claimant is barred from bringing his claims against Respondent DRVM LLC by the doctrines of fraud, unjust enrichment, and unclean hands.

**SIXTH DEFENSE**  
**(Acts and Omissions of Agents and Employees)**

48.

Respondent DRVM LLC may not be held liable for acts or omissions of its agents and employees (or others acting on its behalf), including to the extent that such person acted outside the scope of their agency, employment, or authority. Respondent DRVM LLC was not aware of, and did not ratify or consent to, any unlawful acts or omissions by its agents or employees, or others acting on its behalf.

**SEVENTH DEFENSE**  
**(Statute of Limitations)**

49.

To the extent that any of Claimant's claims or allegations are untimely, they are barred by the appropriate statute of limitations.

///

///

1 **EIGHTH DEFENSE**

2 **(Failure to Mitigate)**

3 50.

4 To the extent that Claimant has failed to make reasonable attempts to mitigate his damages, if  
5 any, and his right to recover against Respondent DRVM LLC, Claimant's claims or allegations are  
6 untimely, and they are barred by the appropriate statute of limitations.

7 **NINTH DEFENSE**

8 **(Unjust Enrichment)**

9 51.

10 Claimant did not suffer from damages for which he is entitled to relief, and Claimant would be  
11 unjustly enriched by any recovery.

12 **RESERVATION OF RIGHTS**

13 By way of reservation of rights, and without waiver, Respondent DRVM LLC specifically  
14 reserves its right to amend this Answer, its Affirmative Defenses, and its Counterclaim as additional  
15 investigation, discovery, or circumstances may warrant.

16 **RESPONDENT'S PRAYER FOR RELIEF**

17 WHEREFORE, having answered Claimant's Demands, Respondent DRVM LLC prays for  
18 judgment as follows:

- 19 1. For dismissal of Claimant's Complaints in their entirety with prejudice;

20 ///

21 ///

22 ///

23 ///

24 ///

25 ///

26 ///

2. That Respondent DRV M LLC be awarded its costs in defending this action, including its reasonable attorneys' fees incurred in defending this action pursuant to ORS 20.105, ORS 20.107, 28 U.S.C. Chapter 123, Fed. R. Civ. P. 54, and any other applicable fee-shifting statute; and

3. For any other and further relief that the Arbitrator deems appropriate.

DATED this 16th day of July, 2025.

FISHER &amp; PHILLIPS LLP

s/ Stephen M. Scott

Stephen M. Scott, OSB No. 134800

smscott@fisherphillips.com

Bobbi J. Edwards, OSB No. 211574

bedwards@fisherphillips.com

503.242.4262 Tel.

503.242.4263 Fax

Attorneys for Respondent DRVM LLC