Daniel J. Oates, P.C., OSB No. 39334
dan.oates@millernash.com
MILLER NASH LLP
605 5th Ave S, Suite 900
Seattle, WA 98104
Phone: 206.624.8300 | Fax: 206.340.9599

Attorneys for Defendant Dr. Deepak Chopra

IN THE UNITED STATES DISTRICT COURT

OF THE STATE OF OREGON

PORTLAND DIVISION

JORDEN HOLLINGSWORTH,

Petitioner,

v.

SANOFI-AVENTIS US; CHATTEM INC.; QUTEN RESEARCH INSTITUTE LLC; AMJ SERVICES LLC; DRVM LLC; DEEPAK CHOPRA; MAGED BOUTROS; ASHRAF BOUTROS; MARIE-LAURIE AMIARD-BOUTROS,

Respondents.

Case No. 3:25-CV-01342-AB

DEFENDANT DR. DEEPAK CHOPRA'S MOTION TO DISMISS

LR 7-1(a) CERTIFICATE

The undersigned certifies that counsel for defendant Dr. Deepak Chopra ("Dr. Chopra") conferred with Petitioner by telephone on September 18, 2025 regarding this motion but was unable to resolve the motion to prior to its filing. *See* Oates Decl., Ex. 1.

MOTION

Petitioner filed this action to compel arbitration ("Petition") on July 31, 2025. *See* Pet., Dkt. No. 2. The Petition against Dr. Chopra should be dismissed pursuant to:

- Fed R. Civ. P. 12(b)(2) – Lack of personal jurisdiction.
- Fed. R. Civ. P. 12(b)(5) – Insufficient Service of Process; and
- Fed R. Civ. P. 12(b)(6) – Failure to state a claim upon which relief can be granted.

Dr. Chopra's motion is supported by his Declaration, the Declaration of Daniel J. Oates, both filed herewith, and the below Memorandum of Law.

MEMORANDUM

I. BACKGROUND

Dr. Chopra is an author, lecturer, and physician that is a resident and citizen of the State of New York. Chopra Decl. at ¶¶ 1-2. He does not currently hold, and has never held, any ownership interests in any of the entities identified in the Petition. *Id.* at ¶ 5. He has never managed, controlled, operated, or been employed by any of the businesses identified in the Petition. *Id.* He has never met or communicated with any of the individual parties (petitioner or respondents) identified in the Petition, and was not aware of their existence until the Petitioner commenced arbitration and left copies of the arbitration filings with a receptionist of a charitable Foundation that Dr. Chopra is affiliated with. *Id.* at ¶¶ 4-5. Dr. Chopra has never visited the State of Oregon, owns no property in Oregon, and has never done business with any of the parties identified in the Petition, in Oregon or otherwise. *Id.* at ¶ 8. In fact, he has only ever visited Oregon once, for a handful of days, and more than a year before the events at issue in this litigation. *Id.*

The only claim asserted against Dr. Chopra in this case arises out of an October 15, 2024 arbitration agreement between the Petitioner, and defendant DRVM, LLC. *See* Pet. at 18, Dkt. No. 2. Dr. Chopra is not a party to that agreement, and only learned about its existence as a result of this lawsuit. *Id.; see also* Chopra Decl. at ¶ 5.

The Petition itself only references Dr. Chopra once:

> Petitioner was employed by DRVM LLC, an entity with no standalone operations, personnel infrastructure, or independent business presence, and which **is believed to be under direct or indirect control of** larger corporate respondents, including Sanofi, Chattem Inc., Quten Research Institute, and **individuals such as Deepak Chopra** and members of the Boutros family, **who held ownership interests and exercised material control over affiliated entities.** Upon information and belief, DRVM LLC functioned primarily as a pass-through or administrative vehicle used to limit liability and obscure the role of upstream corporate and individual actors.

Petition at ¶ 6, Dkt. No. 2 (emphasis added). Other than this allegation, the only other reference to Dr. Chopra is in one of the documents appended to the Petition, which states that Dr. Chopra is a "Financial & Payroll Structuring Specialist, Co-Founder of Quten Research Institute." *Id.* at 23. In other words, the sum total of all of the allegations in the Petition are that Dr. Chopra is a payroll specialist that owns a stake in a non-party "affiliated" company, and that this affiliated company exercises "direct or indirect" control over defendant DRVM.[1]

II. ARGUMENT

The relevant legal standard for each Fed. R. Civ. P. 12(b) ground for dismissal is set forth in each of the subsections below.

A. The Petition Should be Dismissed Pursuant to Fed. R. Civ. P. 12(b)(2) Because the Court Lacks Personal Jurisdiction Over Dr. Chopra

The plaintiff bears the burden to allege and prove sufficient facts to establish personal jurisdiction over the named defendants. *See Brainerd v. Governors of the Univ. of Alberta*, 873 F.2d 1257, 1258 (9th Cir. 1989). "Personal jurisdiction over a nonresident defendant is tested by a two-part analysis. *Benaron v. Simic*, 434 F.Supp.3d 907, 913 (D. Or. 2020). First, the exercise of jurisdiction must satisfy the requirements of the applicable state long-arm statute. *Id.* Second, the exercise of jurisdiction must comport with federal due process. *Id.* (citing *Bauman v. DaimlerChrysler Corp.*, 579 F.3d 1088, 1094 (9th Cir. 2009)). "Oregon's long-arm statute confers jurisdiction to the outer limits of due process under the United States Constitution." *Pacific Reliant Indus., Inc. v. Amerika Samoa Bank*, 901 F.2d 735, 737 (9th Cir. 1990). As a result, only the due process analysis applies.

[1] The Petition also states that individual defendant Maged Boutros controls DRVM, LLC. Pet. at ¶ 14, Dkt. No. 2.

"The due process analysis, in turn, centers on whether a nonresident defendant has 'certain minimum contacts' with the forum state, such that the exercise of jurisdiction 'does not offend traditional notions of fair play and substantial justice.'" *Benaron*, 434 F.Supp.3d at 913. In assessing personal jurisdiction, courts may consider evidence presented in affidavits. *Doe v. Teachers Council, Inc.*, 757 F.Supp.3d 1142, 1153 (D. Or. 2024) (citing *Data Disc, Inc. v. Sys. Tech. Assocs., Inc.*, 557 F.2d 1280, 1285 (9th Cir. 1977)).

Two forms of personal jurisdiction are available for application to a nonresident defendant: general jurisdiction and specific jurisdiction. Here, the court lacks both general and specific jurisdiction over Dr. Chopra.

1. The Court Lacks General Jurisdiction over Dr. Chopra

"For an individual, the paradigm forum for the exercise of general jurisdiction is the individual's domicile." *Goodyear Dunlop Tires Operations, S.A. v. Brown*, 564 U.S. 915, 924, 131 S. Ct. 2846, 2853, 180 L. Ed. 2d 796 (2011). Thus, "[a]n individual is typically only subject to general personal jurisdiction in the state where he is domiciled or 'at home.'" *Saunders v. Funez*, 3:24-CV-00032-AR, 2024 WL 98333, at *2 (D. Or. Jan. 9, 2024). Here, Dr. Chopra's domicile is New York. Chopra Decl. at ¶ 2; *see also* Aff., Dkt. No. 15; Summons at 11, Dkt. No. 10. He has never lived in Oregon, has never owned property in Oregon, and to his recollection, has only ever visited Oregon once, long before the events giving rise to this lawsuit. Chopra Decl. at ¶ 8. He has no affiliation or connection with any of the parties in the present case. *Id.* As he is not a resident of Oregon, and has no contacts with the state to speak of, this court lacks general jurisdiction over him.

2. The Court Lacks Specific Jurisdiction over Dr. Chopra

The Ninth Circuit has established a three-prong test for analyzing a claim of specific personal jurisdiction:

> (1) The non-resident defendant must purposefully direct his activities or consummate some transaction with the forum or resident thereof; or perform some act by which he purposefully avails himself of the privilege of conducting activities in the forum, thereby invoking the benefits and protections of its laws;

> (2) the claim must be one which arises out of or relates to the defendant's forum-related activities; and
>
> (3) the exercise of jurisdiction must comport with fair play and substantial justice, i.e. it must be reasonable.

Schwarzenegger, 374 F.3d 797, 801 (9th Cir. 2004) (citing *Lake v. Lake*, 817 F.2d 1416, 1421 (9th Cir. 1987)). Here, none of the prongs are satisfied.

First, as noted in the previous discussion, Dr. Chopra has never availed himself of the laws of Oregon. He is a New York citizen and resident, and he has never owned property in Oregon or lived there. Chopra Decl. at ¶ 8. He has no connection to the named parties, and the Petition is devoid of any allegations that he has ever done business in Oregon, much less in connection with the claims asserted in the Petition. This fails the first prong of the test, which is dispositive.

Second, none of the claims in this litigation arise out of Dr. Chopra's contacts with the jurisdiction. Dr. Chopra is not a party to the arbitration agreement, and the only allegation in the Petition is that he may be affiliated with Petitioner's former employer DRVM, or one of its affiliates. But "a person's mere association with a corporation that causes injury in the forum state' is not sufficient to establish personal jurisdiction." *L&A Designs, LLC v. Xtreme ATVs, Inc.*, 860 F.Supp.2d 1196, 1199 (D. Or. 2012); *Yates v. United States Envtl. Prot. Agency*, 6:17-CV-1819-AA, 2018 WL 5891746, at *4 (D. Or. Nov. 9, 2018), modified on reconsideration sub nom. *Yates v. United States Envtl. Prot. Agency*, 6:17-CV-01819-AA, 2020 WL 2311550 (D. Or. May 8, 2020). Thus, even if it were true that Dr. Chopra held an ownership interest, or was somehow affiliated or associated with any of the other defendants or their businesses, that would be insufficient to arise to the level necessary to establish personal jurisdiction.

For all of these reasons, the third prong also fails. Dr. Chopra simply has no contacts with Oregon. It would be manifestly unreasonable to hale him into a state where he has never traveled or done business. As a result, the court lacks personal jurisdiction, and the claims should be dismissed.

B. The Petition Should be Dismissed Pursuant to Fed. R. Civ. P. 12(b)(6) Because it Fails to State a Claim Against Dr. Chopra

To survive a motion to dismiss, a complaint must contain sufficient factual matter to "state a claim to relief that is plausible on its face." *Bell Atl. Corp. v. Twombly*, 550 U.S. 544, 570 (2007). A pleading that only offers "labels and conclusions" or "a formulaic recitation of the elements of a cause of action" will not suffice. 550 U.S. at 555; *see also Doe v. Wal-Mart Stores, Inc.*, 572 F.3d 677, 683 (9th Cir. 2009) (citing *Ashcroft v. Iqbal*, 556 U.S. 662, 678 (2009)). As such, "[t]hreadbare recitals of the elements of a cause of action, supported by mere conclusory statements, do not suffice." *Iqbal*, 556 U.S. at 678. A motion to dismiss must be granted if the complaint fails to allege facts that cross the line from conceivable to plausible. *See Sound Appraisal v. Wells Fargo Bank N.A.*, 451 Fed. Appx. 648, 650 (9th Cir. 2011) (quoting Twombly, 550 U.S. at 555).

Moreover, in order to survive a Rule 12(b)(6) motion to dismiss, a complaint must contain "a short and plain statement of the claim showing that the pleader is entitled to relief." Fed. R. Civ. P. 8(a). The complaint must provide defendants with "fair notice of what the . . . claim is and the grounds upon which it rests." *Mayes v. Rayfield*, No. C18-700 RSM, 2019 WL 1424852, at *2 (W.D. Wash. March 29, 2019) (quoting *Twombly*, 550 U.S. at 570). "Rule 8 marks a notable and generous departure from the hyper-technical, code-pleading regime of a prior era, but it does not unlock the doors of discovery for a plaintiff armed with nothing more than conclusions." *Iqbal*, 556 U.S. at 678-79 (emphasis added); *see also Twombly*, 550 U.S. at 555.

Under *Iqbal* and *Twombly*, a plaintiff must plead facts to support a reasonable inference that there has been some wrongdoing by the defendant. *Iqbal*, 556 U.S. at 678; *Twombly*, 550 U.S. at 570. To state a claim properly, a plaintiff must allege a factual basis for each element of each claim he asserts, setting forth "enough factual matter (taken as true) to suggest [each] required element." *Watts v. Fla. Intern. Univ.*, 495 F.3d 1289, 1295 (11th Cir. 2007) (internal quotation marks and citations omitted). The Petitioner fails to do so here.

1. The Petition Fails to Allege a Plausible Claim for Relief

The Petition in this matter does not allege any conduct by Dr. Chopra giving rise to relief. Indeed, it doesn't allege any conduct by Dr. Chopra *at all*. Instead, the Petition contends, solely on information and belief, that Dr. Chopra might own DRVM, or possibly its affiliated entities. Pet. at ¶ 6, Dkt. No. 2. This has no bearing, whatsoever, on whether Dr. Chopra is subject to arbitration in the underlying matter, and the Petition is devoid of facts that might even give rise to an inference that Petitioner is plausibly entitled to compel arbitration. Indeed, the Petition affirmatively alleges that the person responsible for controlling DRVM, the signatory to the arbitration agreement, is apparently another individual, Maged Boutros. *Id.* at ¶ 14. There are simply no facts from which the court can conclude that the Petitioner has stated plausible claims against Dr. Chopra.

2. Leave to Amend Should be Denied Because the Undisputed Record Shows that Dr. Chopra is not a Party to the Arbitration Agreement.

In deciding a motion to compel arbitration, generally, a court's role is "limited to determining (1) whether a valid agreement to arbitrate exists and, if it does, (2) whether the agreement encompasses the dispute at issue." *Chiron Corp. v. Ortho Diagnostic Sys., Inc.*, 207 F.3d 1126, 1130 (9th Cir. 2000). Here, the court need not get past step one of the analysis. It is undisputed from the pleadings that Dr. Chopra did not sign the arbitration agreement at issue in this case, and that as a result, there is no valid agreement to arbitrate. *See* Pet. At 18, Dkt. No. 2 ("The Parties to this Agreement are [Jorden Hollingsworth][2] and [DRVM, LLC]."). On the face of the pleadings, therefore, the petition to compel arbitration must be dismissed because Dr. Chopra is not a party to the arbitration agreement.

In addition, as a nonsignatory to the arbitration agreement, Dr. Chopra cannot be compelled to arbitrate by a signatory (the Petitioner). "[W]hen a signatory seeks to force a nonsignatory to arbitrate: the 'signatory may not estop [the] nonsignatory from avoiding

[2] The document actually refers to the employee as "Jorden Timothy." For purposes of the present motion, the defendant assumes this refers to Petitioner Jorden Hollingsworth, given his allegation that he is a party to the arbitration agreement. *See* Pet. at ¶ 7, dkt. no. 2.

arbitration regardless of how closely affiliated that nonsignatory is with another signing party.'" *Legacy Wireless Servs., Inc. v. Human Capital, LLC*, 314 F.Supp.2d 1045, 1056 (D. Or. 2004). Instead, "courts generally have required a showing that the nonsignatory obtained a 'direct benefit' from the underlying contract, that is, a benefit 'flowing directly from the agreement.'" *Id.* The Ninth Circuit has clarified that to establish a "direct benefit," a party seeking to compel a nonsignatory to arbitrate must show: (1) a knowing exploitation of the agreement; and (2) the knowing acceptance of direct benefits. *Comer v. Micor, Inc.*, 436 F.3d 1098, 1104 n.11 (9th Cir. 2006); *Nguyen v. Barnes & Noble Inc.,* 763 F.3d 1171, 1179 (9th Cir. 2014). "[K]nowing exploitation" requires some affirmative action or attempt to benefit from the terms of the agreement." *Eclipse Consulting, Inc. v. BDO USA, LLP*, 3:17-CV-826-AC, 2018 WL 925616, at *6 (D. Or. Jan. 8, 2018), report and recommendation adopted in relevant part, 3:17-CV-826-AC, 2018 WL 1585760 (D. Or. Mar. 30, 2018). It is axiomatic that a party cannot "knowingly exploit" an arbitration agreement they are not aware of. *Id.* (citing *Brown v. Comcast Corp*., ED CV 16–00264–AB (Spx), 2016 WL 9109112, at *7 (C.D. Cal. Aug. 12, 2016)).

Here, there are no facts in the Petition that allege that Dr. Chopra received any "direct benefits" from the arbitration agreement or knowingly exploited the arbitration agreement. Indeed, Dr. Chopra had no knowledge whatsoever of the arbitration agreement before this litigation, because he has no connection to any of the parties. Chopra Decl. at ¶ 5. Accordingly, dismissal should be without leave to amend, as the petitioner can plead no set of facts that would cure the deficiencies in the Petition as to Dr. Chopra.

C. The Petition Should be Dismissed Pursuant to Fed. R. Civ. P. 12(b)(5) Because Service was Improper

When a defendant moves to dismiss under Rule 12(b)(5), the plaintiff bears the burden of establishing the validity of the service of process. *Livesley v. City of Springfield*, 6:18-CV-01023-AA, 2019 WL 310121, at *2 (D. Or. Jan. 22, 2019). Under Rule 4, to properly serve an individual defendant, the plaintiff must either:

- Follow state law for serving a summons in an action brought in courts of general

jurisdiction in the state where the district court is located or where service is made;

- Delivering a copy of the summons and of the complaint to the individual personally;
- leaving a copy of each at the individual's dwelling or usual place of abode with someone of suitable age and discretion who resides there; or
- delivering a copy of each to an agent authorized by appointment or by law to receive service of process.

Fed. R. Civ. P. 4(e)(1)-(2). Here, Dr. Chopra was not served personally, nor was it left at his usual abode. Chopra Decl. at ¶ 7. The summons was served on a receptionist of a different company manning the desk at the Chopra Foundation mailing address. *See Id.* at ¶¶ 6-7; Aff., Dkt. No. 15. Neither the receptionist, nor the Foundation, are authorized to receive service on his behalf. Chopra Decl. at ¶ 7. Thus, service is insufficient under Fed. R. Civ. P. 4(e)(2).

Service is also insufficient under Fed. R. Civ. P. 4(e)(1) because it does not meet the standards of Oregon law. Under Oregon law, service on an individual requires either the same service as the federal rule, or alternatively, service at the office of the individual "with the person who is apparently in charge," followed by prompt mailing of the summons to the individuals usual abode. ORCP 7(D)(2)c). Here, the Chopra Foundation is not Dr. Chopra's office. Chopra Decl. at ¶ 6. Moreover, it was not served on a person in charge, but rather a receptionist. *Id.* at ¶ 7. Nor is there any evidence it was ever mailed to Dr. Chopra's usual abode. *Id.* As such, office service is insufficient.

Finally, service by mail is also a permitted method of service, subject to compliance with specific requirements of Oregon law. *See* ORCP 7(D)(3)(a)(i); ORCP 7(D)(2)(d). Petitioner makes no showing that he complied with these requirements.

"Under Rule 12(b)(5), when service of process is insufficient, the court has discretion either to dismiss the action without prejudice or to quash service." *Vineyard v. Soto*, 10-CV-1481-SI, 2011 WL 5358659, at *2 (D. Or. Nov. 7, 2011) (citing *S.J. v. Issaquah Sch. Dist. No.*

411, 470 F .3d 1288, 1293 (9th Cir. 2006)). As Petitioner has met neither the federal nor state requirements for proper service, the Petition should be dismissed as to Dr. Chopra. Here, dismissal rather than quashing is warranted given the other deficiencies in the Petition.

III. CONCLUSION

For the foregoing reasons, the Petition should be dismissed with prejudice.

IV. CERTIFICATE OF COMPLIANCE

This brief complies with the applicable word-count limitation under LR 7-2(b), 26-3(b), 54-1(c), or 54-3(e) because it contains 3,103 words, including headings, footnotes, and quotations, but excluding the caption, table of contents, table of cases and authorities, signature block, exhibits, and any certificates of counsel.

Dated: September 22, 2025

MILLER NASH LLP

Daniel J. Oates, P.C., OSB No. 39334
dan.oates@millernash.com
Phone: 206.624.8300 | Fax: 206.340.9599

Attorneys for Defendant Dr. Deepak Chopra

DECLARATION OF SERVICE

I, Jennifer Schnarr, hereby declare under penalty of perjury under the laws of the United States that on this 22nd day of September, 2025, the foregoing document was filed using the CM/ECF system which will send notice of the same to all parties.

SIGNED at Burien, Washington this 22nd day of September, 2025.

/s Jennifer Schnarr
Jennifer Schnarr, Legal Assistant
Jennifer.Schnarr@millernash.com