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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
REPLY IN SUPPORT OF MOTION TO
DISMISS**

Petitioner's response to the motion to dismiss relies entirely upon a collection of unauthenticated corporate filings that identify an individual named "Deepak Chopra" without making any connection to the "Deepak Chopra" whom Petitioner is attempting to serve in the lawsuit. The response does not refute that this lawsuit is an attempt to enforce arbitration against a non-signatory to an arbitration agreement, in a jurisdiction where he has no meaningful ties,

without proper service. Accordingly, as discussed more below, the Court should dismiss the Petition.

A. Personal Jurisdiction Requires More than Just a Similarity of Name

On a motion to dismiss, it is “the plaintiff [who] bears the burden of demonstrating that jurisdiction is appropriate.” *Schwarzenegger v. Fred Martin Motor Co.*, 374 F.3d 797, 800 (9th Cir. 2004). That burden includes at least a prima facie showing that the person named is the same as the person who is being ordered to appear and defend. *See id.* Here, Petitioner does nothing to tie the “Deepak Chopra” identified on a handful of purported corporate filings to the “Deepak Chopra” he attempted to serve with the petition. Instead, Petitioner admits that although there are “multiple individuals named Dr. Deepak Chopra . . . active in wellness, healthcare, and the supplement industry. . .” he nonetheless had sufficient basis to name *this specific* Dr. Deepak Chopra because of the similarity in names and occupations. Resp. at 2, Dkt. No. 31 (citing Hollingsworth Decl., Ex. K, Dkt. No. 31-1). But Petitioner concedes he actually has no idea who the correct “Deepak Chopra” actually is, and requires discovery to resolve the issue. Resp. at 10, Dkt. No. 31 (requesting discovery “to determine which ‘Deepak Chopra’ is implicated. . .”).

Even more problematic, nothing in Petitioner’s response refutes Dr. Chopra’s showing that he has virtually no ties to the state of Oregon. Petitioner’s best evidence is a set of unauthenticated corporate records for a non-party, KD Trans LLC, which purports to have as its registered agent a “Deepak Chopra” located in Portland Oregon. Hollingsworth Decl., Ex. C, Dkt. No. 31-1. Nothing supports that the Deepak Chopra listed on the KD Trans filing resides in New York, or is connected in any way to Dr. Chopra, much less the underlying facts in the litigation. To establish personal jurisdiction in this case, Petitioner has to make some showing that Dr. Chopra specifically availed himself of the laws of the State of Oregon with relation to this case; not that he has some business contact with the state. *Terracom v. Valley Nat’l Bank*, 49 F.3d 555, 561 (9th Cir.1995). Thus, even if this allegation were true, it is insufficient to establish personal jurisdiction over Dr. Chopra.

Alternatively, Petitioner identifies six Nevada entities, also nonparties, which have a

“Deepak Chopra” as a manager/principal. *Id.* at Exs. G-L. Even if the court were to presume that Dr. Chopra is involved with those entities, they have no apparent ties to the State of Oregon. On the face of the filings, they are domestic Nevada entities with their principal business locations in Nevada, not Oregon. *Id.* at Exs. G-L. Thus, even if the court were to rely on these corporate filings, they do not in any way tie Dr. Chopra to the state of Oregon.

Finally, Petitioner demands the right to conduct jurisdictional discovery into Dr. Chopra’s contacts with the state of Oregon. But allowing jurisdictional discovery is only appropriate where “pertinent facts bearing on the question of jurisdiction are controverted or where a more satisfactory showing of the facts is necessary.” *Boschetto v. Hansing*, 539 F.3d 1011, 1020 (9th Cir. 2008). Thus, “[d]istrict courts within the Ninth Circuit require a plaintiff to establish a ‘colorable basis’ for personal jurisdiction before granting jurisdictional discovery.” *Chapman v. Krutonog*, 256 F.R.D. 645, 649 (D. Haw. 2009). This colorable showing requires “the plaintiff to come forward with ‘some evidence’ tending to establish personal jurisdiction over the defendant.” *Id.* Speculation that a party believes that jurisdictional discovery would reveal personal jurisdiction is insufficient. *Butcher’s Union Local No. 498, United Food & Commercial Workers v. SDC Inv., Inc.*, 788 F.2d 535, 540 (9th Cir. 1986).

Here, Petitioner comes forward with nothing more than belief. Indeed, Petitioner asks the court to permit a fishing expedition “to determine which ‘Deepak Chopra’ is implicated in the Bonneville network.” Resp. at 10, Dkt. No. 31. By making this request, Petitioner concedes he doesn’t know; he is merely speculating.

Petitioner argues that he has presented some facts, citing to his submission of corporate filings, that show that a person named “Deepak Chopra” is affiliated with a number of entities, only one of which is actually located in Oregon, and none of which are named as parties in the present litigation. Resp. at 10, Dkt. No. 31. But to establish personal jurisdiction, Petitioner bears the burden of showing that, but for Dr. Chopra’s contacts with the forum state, the cause of action would not have arisen. *Terracom v. Valley Nat’l Bank*, 49 F.3d 555, 561 (9th Cir.1995). Pointing to unrelated entities, or entities that are located entirely outside the State of Oregon,

does not give rise to any inference that this court has jurisdiction over Dr. Chopra. Given that, jurisdictional discovery, which is uniformly understood to be expensive, is not warranted, as there is not even a colorable basis for Petitioner to allege that the court has personal jurisdiction over Dr. Chopra. *See* S.I. Strong, *Jurisdictional Discovery in United States Federal Courts*, 67 WASH. & LEE L. REV. 489, 538 (2010).

B. The Complaint Fails to State a Claim Against Dr. Chopra Because the Complaint is Devoid of Factual Allegations Against Him

Petitioner does not dispute the only allegations in the Petition concerning Dr. Chopra are that Dr. Chopra is a “payroll specialist,”¹ and that he may own some interest in entities that are affiliated with the signatory to the arbitration agreement, DRVM LLC. *See* Resp. at 5, Dkt. No. 31. As a matter of law, this does not state a plausible claim for relief against him as a nonsignatory to the arbitration agreement. *MAG Portfolio Consult, GMBH v. Merlin Biomed Grp. LLC*, 268 F.3d 58, 62 (2d Cir. 2001) (“[A] signatory may not estop a nonsignatory from avoiding arbitration regardless of how closely affiliated that nonsignatory is with another signing party.”). For this reason alone, the Court should dismiss the Petition.

Petitioner, appearing to recognize this deficiency, attempts to amend his pleadings in his response, contending that by “payroll specialist,” he really meant that Dr. Chopra is a “beneficiary of wage funneling through dissolved shells and trusts.” Resp. at 5, Dkt. No. 31. As an initial matter, this is a complete reframing of the Petition from what it actually says. The complaint is a vanilla petition to compel arbitration against the petitioner’s employer. Pet. at ¶ 1, Dkt. No. 2. Petitioner’s response attempts to convert this petition into a grand conspiracy involving “a complex network of shell entities and interlocking trusts structured in ways that obscure ownership, hinder accountability, and route Petitioner’s employment, along with that of others, through dissolved or fictitious companies that ultimately operated for the benefit of [a]

¹ Petitioner appears to argue that it is improper for Dr. Chopra to reference the underlying arbitration demand on a motion to dismiss. *See* Resp. at 5, Dkt. No. 31. But “[i]n ruling on a 12(b)(6) motion, a court may generally consider only allegations contained in the pleadings, [and] exhibits attached to the complaint. . .” *Swartz v. KPMG LLP*, 476 F.3d 756, 763 (9th Cir. 2007). The arbitration demand is appended as an exhibit to the petition to compel arbitration. *See* Pet. Ex. 2, Dkt. No. 2.

multinational pharmaceutical company. . .” Resp. at 1, Dkt. No. 31. Even if any of this nonsensical word salad were true, Petitioner’s underlying arbitration claim is, in his own words, “[a]t its core, . . . about the Respondents’ failure to pay final wages on time, as required by law. . .” Pet., Ex. 1 at 1, Dkt. No. 2. This is not a case about a multinational pharmaceutical conspiracy to achieve some unspecified ends, and no amount of dissembling about the intent of the litigation can correct the fact that the allegations in the Petition do not state a plausible claim for relief against Dr. Chopra, as to the merits of the underlying dispute, or the request to compel arbitration.

Moreover, even if any of this could give rise to an obligation to arbitrate, Petitioner doesn’t provide any of the requisite detail to state a plausible claim for relief. Left unidentified are the alleged “dissolved shells and trusts,” much less how they relate to the arbitration agreement, or how Dr. Chopra, as an alleged “beneficiary”² of these unidentified entities, can be required to arbitrate. Instead, the response merely asserts, in conclusory fashion, that “taken together, these filings and trust arrangements demonstrate Petitioner had ample basis to name [Dr.] Chopra.” *Id.* As a general matter of pleading, this is insufficient for the court to plausibly infer that Dr. Chopra is liable on the claims alleged.

C. Leave to Re-Plead Would be Futile Because Dr. Chopra is not a Signatory to the Arbitration Agreement

A nonsignatory to an arbitration agreement can only be compelled to arbitrate if there is (1) a knowing exploitation of the agreement; and (2) the knowing acceptance of direct benefits. *Comer v. Micor, Inc.*, 436 F.3d 1098, 1101 (9th Cir. 2006). This requires “knowingly exploit[ing] the agreement containing the arbitration clause. . .” *Id.* (emphasis added). Petitioner does not allege, either in the Petition, or in its response brief, that Dr. Chopra has ever attempted to exploit the arbitration agreement, which is a separate document. *See* Pet., Ex. 1, Dkt. No. 2.

² The response makes clear that Petitioner has no facts that support a plausible inference that Dr. Chopra is a beneficiary of anything related to this matter. *See* Resp. at 1, Dkt. No. 31 (noting that Dr. Chopra is merely a “potential beneficiary.”). Indeed, the Response ultimately concedes that Petitioner only named Dr. Chopra for the purpose of “uncover[ing] Sanofi’s controls. . .”, not because he has “individual” claims against him. *Id.*

Nor can he, as it is undisputed that Dr. Chopra did not even know that the arbitration agreement existed until this dispute arose. Chopra Decl. at ¶ 5, Dkt. No. 28.

Petitioner attempts to circumvent this fatal undisputed factual issue by arguing that “knowing exploitation” prong refers not only to the arbitration agreement, but any “knowing exploitation” of a related contract (here the employment agreement). Resp. at 13, Dkt. No. 31. Specifically, Petitioner argues that Dr. Chopra benefited from “trust layering” and the “Bonneville connection,” presumably in connection with his employment agreement with DRVM. *Id.* In support of this interpretation of the “knowing exploitation” requirement, Petitioner cites to *Legacy Wireless Servs., Inc. v. Human Capital LLC*, 314 F.Supp.2d 1045 (D. Or. 2004) for the proposition that exploitation of a related labor contract is sufficient to show knowing exploitation of the arbitration agreement. But *Legacy Wireless* predates the Ninth Circuit’s ruling in *Comer* by two years. As noted by subsequent cases, *Legacy*’s holding, to the extent it did not require knowing exploitation of the arbitration agreement, was overruled by *Comer*. *Eclipse Consulting, Inc. v. BDO USA, LLP*, 2018 WL 925616 (D. Or. Jan. 8, 2018). Under binding precedent, reaffirmed by subsequent rulings, Petitioner must show that Dr. Chopra knowingly exploited the arbitration agreement. *Comer*, 436 F.3d at 1101; *see also Mundi v. Union Sec. Life Ins. Co.*, 555 F.3d 1042, 1046 (9th Cir. 2009) (“[A] nonsignatory may be held to an arbitration clause ‘where the nonsignatory ‘knowingly exploits the agreement containing the arbitration clause.’”) (emphasis added).

Here, Petitioner cannot do so. There is no dispute that Dr. Chopra has never availed himself of the benefits of the arbitration agreement. He did not even know it existed. Chopra Decl. at ¶ 5, Dkt. No. 28. As such, any attempt to amend the pleadings to attempt to enforce the arbitration agreement against Dr. Chopra would be futile, because he could not have taken steps to benefit from an agreement he was never aware of. *Brown v. Comcast Corp.*, 2016 WL 9109112, at *7 (C.D. Cal. Aug. 12, 2016) (refusing to bind nonsignatory to arbitration agreement because “he could not have taken an affirmative step to directly benefit from an agreement that he did not even know existed.”). Dismissal with prejudice is therefore the only appropriate

remedy. *Leadsinger, Inc. v. BMG Music Pub.*, 512 F.3d 522, 532 (9th Cir. 2008) (“[T]he court need not extend the general rule that parties are allowed to amend their pleadings if amendment ‘would be an exercise in futility.’”) (quoting *Steckman v. Hart Brewing, Inc.*, 143 F.3d 1293, 1298 (9th Cir. 1998)).

D. Petitioner Concedes Service is Insufficient

Petitioner concedes that the only service on Dr. Chopra was the U.S. Marshal’s delivery of the summons and complaint to a receptionist at the Chopra Foundation,³ a 501(c)(3) charitable organization that has nothing to do with the present litigation. Petitioner argues, nonetheless, that this is sufficient, because (1) service rules in this lawsuit are governed by JAMS arbitration rules, not the Federal Rules of Civil Procedure; (2) Dr. Chopra waived his right to service by silence; or (3) Dr. Chopra has actual notice, so service is not required. Resp. at 7-9, Dkt. No. 31. None of these arguments are valid.

First, the Federal Arbitration Act requires service of a petition to compel arbitration in accordance with the Federal Rules of Civil Procedure, not JAMS service rules. 9 U.S.C. § 9 (“If the adverse party shall be a nonresident, then the notice of the application shall be served by the marshal of any district within which the adverse party may be found in like manner as other process of the court.”) (emphasis added). Courts have therefore consistently held that service of a petition to compel arbitration must comply with Federal Rule of Civil Procedure 4. *VentureForth Holdings LLC v. Joseph*, 80 F.Supp.3d 147, 148 (D.D.C. 2015) (“[S]ervice of a nonresident complies with § 9 of the FAA if service is provided in accordance with Rule 4 of the Federal Rules of Civil Procedure.”) (collecting cases). Petitioner does not argue that the summons and petition were served in accordance with Rule 4; as such service is insufficient.

Second, a party’s silence upon receipt of insufficiently served pleadings does not constitute a waiver of insufficient service. *Pearsall v. Philadelphia Vascular Inst.*, CIV. BPG-08-

³ Petitioner makes the bizarre argument that Dr. Chopra seeks “to distance himself” from the Foundation. Resp. at 4, Dkt. No. 31. Dr. Chopra readily admits he is the Founder and current chairman of the board. Chopra Decl. at ¶ 6, Dkt. No. 28. That does not mean that a receptionist is authorized to accept service of legal pleadings on his personal behalf.

0760, 2008 WL 3165838, at *3 (D. Md. July 31, 2008) (“Contrary to plaintiff’s position, the court must find that defendants affirmatively waived service at a particular time and waiver cannot be inferred here from defense counsel’s silence.”). The waiver of a constitutional right must be knowing and intentional. *U.S. v. Joelson*, 7 F.3d 174, 177 (9th Cir. 1993). Here, Dr. Chopra not only did not waive his right to challenge service of the Petition; it was raised at the very first opportunity in a motion to dismiss. As such, there is no waiver.

Finally, actual notice of the lawsuit does not forgive errors in service under Rule 4. *Benny v. Pipes*, 799 F.2d 489, 492 (9th Cir. 1986), amended, 807 F.2d 1514 (9th Cir. 1987) (“[N]either actual notice nor simply naming the defendant in the complaint will provide personal jurisdiction without ‘substantial compliance with Rule 4.’”) (citing *Jackson v. Hayakawa*, 682 F.2d 1344, 1347 (9th Cir. 1982)). To hold otherwise would make Fed. R. Civ. P. 12(b)(5) meaningless.

As service in this matter was undeniably insufficient, service should, at minimum, be quashed. But given the other glaring deficiencies in the Petitioner’s allegations, the proper remedy is dismissal of the Petition as to Dr. Chopra.

CONCLUSION

For the foregoing reasons, the court should grant the motion and dismiss the claims against Dr. Chopra with prejudice.

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 2,964 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: October 1, 2025

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DECLARATION OF SERVICE

I, Jennifer Schnarr, hereby declare under penalty of perjury under the laws of the United States that on this 1st day of October, 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 1st day of October, 2025.

/s Jennifer Schnarr

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