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UNITED STATES DISTRICT COURT
FOR THE DISTRICT OF OREGON

JORDEN HOLLINGSWORTH,

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

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.

PETITION TO COMPEL ARBITRATOR APPOINTMENT PURSUANT TO 9 U.S.C. § 5

I. INTRODUCTION

1. Petitioner Jorden Hollingsworth respectfully petitions this Court under the Federal Arbitration Act (**9 U.S.C. § 5**) to appoint an arbitrator in an ongoing arbitration administered by **JAMS under Case No. 5160000821,** as the parties have failed to agree on an arbitrator within the time provided by the arbitration agreement and applicable JAMS rules.

2. This matter arises from a high-stakes, multi-respondent arbitration involving allegations of wage violations, corporate concealment, misuse of shell entities, and broader misconduct by respondents including DRVM LLC and upstream entities such as Sanofi, Chattem Inc., and Quten Research Institute. A true and correct copy of **Petitioner's Second Amended Arbitration Complaint,** filed with JAMS on February 27, 2025, is attached hereto as Exhibit 2 and is incorporated by reference for background purposes only.

3. Despite multiple good-faith efforts by Petitioner to move the arbitration process forward, respondents have failed to engage in arbitrator selection, declined to enter formal appearances, and have taken strategic procedural actions that appear intended to delay or frustrate the proceedings—most notably, an unsolicited payment of **$6,130.10 made on July 1, 2025,** without explanation or prior communication.

II. JURISDICTION AND VENUE

4. This Court has subject matter jurisdiction pursuant to **9 U.S.C. §§ 4** and **5 and 28 U.S.C. § 1332(a),** as the amount in controversy exceeds $75,000 and the parties are citizens of different states.

5. Venue is proper in this District pursuant to **9 U.S.C. § 4** and **28 U.S.C. § 1391(b)** because the arbitration agreement was executed in this District and the underlying employment and business conduct giving rise to the dispute occurred here.

III. BACKGROUND

6. 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 the 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. Petitioner reserves all factual and legal determinations regarding corporate structure and control for resolution in arbitration.

7. After filing wage claims and whistleblower disclosures, Petitioner initiated arbitration as required by a signed agreement mandating binding arbitration under JAMS rules. Gordon Rees Scully Mansukhani LLP ("GRSM") initially appeared as counsel for Respondent DRVM LLC. Subsequently, the law firm Fisher Phillips LLP filed a separate Notice of Appearance on behalf of the same respondent. The lack of coordination or apparent knowledge between the two firms strongly suggests the existence of undisclosed parties operating behind a single shell entity. Despite multiple requests from JAMS for clarification of representation, GRSM ultimately withdrew, leaving Fisher Phillips as the sole firm representing only one of the eight named respondents to formally appear on record.

8. Petitioner originally nominated Ryan Abbott, a nationally recognized arbitrator, legal scholar, and author of the JAMS Guidelines on the **Use of Artificial Intelligence in Dispute Resolution.** Given the novel and complex nature of this matter, where a pro se claimant is utilizing AI tools in place of a traditional legal team, and respondents include Sanofi, a self-described global leader in AI-enabled pharmaceutical innovation, Petitioner sought to ensure the arbitration would be administered by a neutral with appropriate expertise in emerging technologies. The nomination of an arbitrator directly involved in the authorship of JAMS' AI framework was intended to support fair and informed adjudication, consistent with the procedural expectations outlined in **JAMS Rule 15(b).**

9. Respondents objected to Petitioner's original nomination and failed to meaningfully participate in arbitrator selection. JAMS subsequently informed the parties that, under the terms of their arbitration agreement and applicable rules, continued deadlock would require judicial appointment pursuant to **9 U.S.C. § 5.**

10. On July 1, 2025, Petitioner issued a formal 48-hour notice to respondents, stating that absent agreement on a strike-and-rank list featuring arbitrators with **AI and emerging technology qualifications**, he would seek court intervention.

11. Later that same day, DRVM LLC made an unsolicited deposit of **$6,130.10** into Petitioner's long-dormant personal checking account. The payment was made without explanation, W-2, court instruction, or any formal notice, and appeared to be an attempt to interfere with jurisdiction, perception, or the integrity of the arbitration process. The timing raises concerns of concealment, spoliation, and potential manipulation of forum proceedings.

12. On July 2, 2025, DRVM submitted a limited response agreeing to proceed with an arbitrator list including AI and emerging technology experience, as contemplated by **JAMS Rule 15(b).** However, respondents attempted to narrow the scope by asserting that any such arbitrator must also possess wage and hour expertise. An apparent effort to reframe the matter as a routine labor dispute, despite the broader claims involving whistleblower disclosures, corporate structuring, and emerging technology. The submission made no mention of the unsolicited deposit, offered no clarification regarding the other named respondents, and failed to address the wider allegations raised in the arbitration record.

13. Petitioner immediately notified JAMS of the unsolicited deposit by filing a formal Claimant's Notice of Unsolicited Payment from DRVM LLC, which included a banking record showing the transaction. This document is attached as Exhibit 23 and 24.

14. On July 16, 2025, fifteen days after the unsolicited payment, Fisher Phillips submitted an Answer on behalf of DRVM LLC. The Answer makes no mention of the deposit, fails to acknowledge the procedural concerns raised, and consists largely of general denials. Notably, the Answer lists an incorrect JAMS case number, omits any mention of the arbitrator selection delay, and denies representing any of the individual respondents — including Maged Boutros, who controls both DRVM LLC and AMJ Services, which JAMS previously deemed interlinked in JAMS Disclosures as Exhibit 31. Respondent DRVM LLC's Answer, submitted on July 16, 2025, is attached hereto as Exhibit 26.

15. Additionally, Fisher Phillips first entered the case on April 14, 2025, while DRVM LLC was still administratively dissolved under Oregon law. DRVM was not reinstated until April 25.

Under ORS 63.654 and ORS 63.651, a dissolved LLC cannot maintain legal proceedings until reinstated. This raises serious concerns about the authority under which the law firm entered the case and submitted filings, and reinforces petitioner's position that upstream parties are directing litigation behind a dissolved shell. Exhibit 14 shows DRVM LLC was dissolved and reactivated during this arbitration.

16. On July 25, 2025, JAMS issued a formal strike list containing proposed arbitrators for this matter. However, not a single individual on the list possessed relevant expertise in artificial intelligence (AI), whistleblower law, or complex healthcare fraud—despite prior agreement by the parties that this case would proceed under JAMS Rule 15(b), requiring a neutral with AI and emerging tech experience. This omission is not procedural oversight; it is a material breach of the governing agreement and a threat to the legitimacy of the arbitration. See Exhibit 28 (arbitrator strike list).

17. On July 29, 2025, Petitioner submitted a formal Objection to the Arbitrator Strike List, detailing the absence of qualified neutrals and providing public evidence that the proposed list undermines both the agreed selection process and the public interest. The list excludes both Ryan Abbott and Daniel Garrie, the only two publicly known JAMS arbitrators involved in drafting or overseeing AI-specific arbitration frameworks. This was issued alongside a 48-hour notice stating that, absent correction, a federal petition would be filed. See Exhibit 30 (Petitioner's objection).

18. JAMS responded on July 29, 2025 by invoking a standard 7-day strike period (see Exhibit 29), despite the fact that the list provided was procedurally invalid. As clearly agreed on July 2, any arbitrator considered for this matter must have demonstrable experience in AI and emerging technology, consistent with the nature of this case. This is not simply about tech — the claim also involves complex shell structuring, active IRS claims, and federal whistleblower filings tied to pharmaceutical fraud. None of the arbitrators on the list meet even one of these qualifications.

19. This is not a matter of subjective preference, it is a binding agreement between parties that defined the eligibility requirements for any strike list moving forward. The invocation of a 7-day strike period assumes both parties are reviewing a valid list. There is no valid list to strike when not a single arbitrator meets the agreed criteria.

20. Despite this, the forum has continued to extend procedural timelines that allow respondents, who have not appeared on the record for months and are actively hiding behind a dissolved shell company, more time to respond. These delays do not serve justice. They put a federal whistleblower in limbo, compromise the integrity of the process, and further entrench the imbalance that this petition seeks to remedy. The forum's failure to enforce its own agreement creates the very prejudice Rule 15(b) was designed to avoid.

21. This objection must be read in light of prior procedural misconduct: (1) the secret reactivation of DRVM LLC mid-arbitration, which shows clear intent to conceal or mislead; and (2) the undisclosed deposit of $6,130 by DRVM on July 1, 2025, submitted without notice, W-2

reporting, or formal record. Together, these acts suggest coordinated attempts to manipulate forum rules, confuse jurisdiction, and delay public accountability.

22. The totality of the circumstances—unexplained corporate reactivation, secret payments, misrepresentations about representation, and the issuance of a clearly lopsided arbitrator list—warrants immediate judicial intervention. Petitioner respectfully requests that the Court consider these developments as further justification for the relief sought herein

IV. LEGAL BASIS

23. The parties' arbitration agreement expressly provides that if the parties cannot agree on an arbitrator, a court may appoint one. Please see Exhibit 1 (Arbitration Agreement). This contractual clause mirrors the authority granted under **9 U.S.C. § 5,** which permits judicial intervention where the agreed method of selecting an arbitrator fails or where a party refuses to proceed. Court appointment is appropriate here to prevent obstruction and ensure the arbitration moves forward under the terms both parties accepted.

24. Under Rule 15(b) of the JAMS Comprehensive Arbitration Rules and Procedures, if the parties are unable to agree on an arbitrator, JAMS shall provide a list of qualified candidates, and the parties will engage in a strike-and-rank selection process. In this case, the parties have agreed to proceed with a list composed of neutrals who possess demonstrated experience in artificial

intelligence and emerging technologies, reflecting the procedural and substantive complexity of the dispute.

25. This case presents novel and technologically complex issues involving the use of artificial intelligence in legal preparation, document analysis, and procedural filings. As a pro se litigant, Petitioner has relied exclusively on AI tools to identify concealed corporate structures, develop legal arguments, and prepare arbitration submissions. Given the evolving nature of this technology and its central role in the case, it is critical that the arbitrator possess a working understanding of AI and related emerging technologies to ensure fair and competent adjudication. On July 2, 2025, the parties agreed to utilize a strike-and-rank list composed of neutrals with demonstrated experience in these areas. Please see Exhibit 19 and 21. (Petitioners Motion and email asserting AI-arbitration requirement). Please see Exhibit 25 (DRVM agreement on experience).

26. Due to the parties' failure to complete arbitrator selection under the agreed process, Petitioner respectfully requests that the Court appoint an arbitrator with experience in artificial intelligence and emerging technologies pursuant to **9 U.S.C. § 5.** Petitioner is pro se and has relied solely on AI tools to prepare and litigate this case, making such qualifications essential to ensure a fair and informed proceeding.

27. Petitioner has submitted formal whistleblower claims to the **Internal Revenue Service under 26 U.S.C. § 7623**, detailing tax-related misconduct and concealment involving Sanofi, Chattem Inc., and Quten Research Institute. The claims have been acknowledged and assigned

official reference numbers, confirming that the submissions met the agency's criteria for review. Three (3) individual claim numbers have been issued on April 28, 2025. Exhibit 7 (IRS claim number acknowledgment.)

28. Petitioner has acted in good faith throughout these proceedings, submitting all motions, exhibits, and procedural filings pro se and without the benefit of legal counsel. Respondents, by contrast, have repeatedly delayed participation, made inconsistent appearances, and avoided full engagement in the arbitrator selection process, creating uncertainty and obstruction within a binding arbitration framework.

29. The parties' arbitration agreement expressly provides that if the parties cannot agree on an arbitrator, a court may appoint one. This contractual clause mirrors the authority granted under **9 U.S.C. § 5,** which permits judicial intervention where the agreed method of selecting an arbitrator fails or where a party refuses to proceed. See ***Sink v. Aden Enters.*, 352 F.3d 1197, 1201 (9th Cir. 2003).**

30. The Ninth Circuit has affirmed that courts may exercise discretion under § 5 to ensure arbitration proceeds despite bad-faith delays. See ***In re Salomon Inc. S'holders' Derivative Litig.*, 68 F.3d 554, 557 (2d Cir. 1995).** Respondents have failed to meaningfully participate in arbitrator selection and have attempted to interfere with the proceeding by making unsolicited payments and refusing to clarify representation.

31. Courts may also consider the nature and complexity of the dispute when selecting an arbitrator. In ***New Regency Prods., Inc. v. Nippon Herald Films, Inc.*****, 501 F.3d 1101, 1108 (9th Cir. 2007),** the court affirmed the district court's discretion to consider subject-matter expertise in its appointment. Petitioner has exclusively relied on AI to prepare and litigate this matter and seeks adjudication of whistleblower, concealment, and AI-enabled issues—making subject-matter qualifications essential.

32. Similarly, courts have recognized that technical disputes may justify selecting arbitrators with specific expertise. See ***Certain Underwriters at Lloyd's v. Argonaut Ins. Co.*****, 264 F. Supp. 2d 926, 945 (N.D. Cal. 2003)** (appointing arbitrator with background in technical insurance matters). Petitioner requests that the appointed arbitrator have demonstrated experience in artificial intelligence and emerging technologies.

33. Where parties engage in tactics that obstruct or delay arbitration, courts must act to preserve the integrity of the process. See ***Moses H. Cone Mem'l Hosp. v. Mercury Constr. Corp.*****, 460 U.S. 1, 22 (1983).**

V. REQUEST FOR RELIEF

WHEREFORE, Petitioner respectfully requests that the Court enter an order:

(a) Appointing an arbitrator pursuant to **9 U.S.C. § 5** and the parties' arbitration agreement, due to the failure of the agreed-upon selection process;

(b) Appointing an arbitrator with demonstrated experience in artificial intelligence and emerging technologies, in light of Petitioner's exclusive use of AI in preparing and litigating this matter, and the parties' July 2, 2025 agreement to utilize a qualified list under **Rule 15(b)** of the JAMS Comprehensive Arbitration Rules;

(c) Directing the parties and JAMS to proceed with arbitration without further delay and in good faith, consistent with this Court's appointment;

(d) An order appointing a qualified arbitrator with demonstrated experience in pharmaceutical fraud, shell corporations, whistleblower law, federal oversight, and AI assisted litigation;

(e) Granting such other and further relief as the Court deems just and proper.

V. CONCLUSION

34. This petition is brought not only to preserve Petitioner's right to a fair arbitration, but also to safeguard the integrity of the arbitral process itself against ongoing delay, procedural obfuscation, and unexplained payments. Appointment of a qualified arbitrator is essential to ensure this complex, technology-driven matter is properly heard. Petitioner respectfully requests prompt relief.

Respectfully submitted,

Dated: July 31, 2025

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