Jorden Hollingsworth
15919 SE Mcloughlin Blvd #4
Portland, Oregon 97267
503-488-9680
Jordentimothy11@gmail.com

UNITED STATES DISTRICT COURT
FOR THE DISTRICT OF OREGON
PORTLAND DIVISION

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.

PETITIONER'S OPPOSITION TO DRVM'S MOTION TO CORRECT DOCKET

I. INTRODUCTION

Respondent DRVM LLC, through counsel Fisher Phillips, has filed a "Request for Court to Correct Docket for All Respondents" (***ECF 24***). This filing is improper, inconsistent with the Court's prior orders, and confirms the very obstruction Petitioner has documented for months. The Court previously made clear that "*Respondent DRVM LLC has filed a Response to the Petition. No further responsive pleading is required from Respondent DRVM at this time*" (***ECF 14***). Yet DRVM now attempts to speak for all respondents, despite earlier disclaiming any connection —while Sanofi, Chattem, and others continue to evade service and responsibility.

II. PROCEDURAL BACKGROUND

1. On August 14, 2025, DRVM filed a Response to the Petition (***ECF 6***).

2. On September 4, 2025, following ex parte communications by respondents, the Court explicitly stated that DRVM's response was sufficient and that no further responsive pleading was required (***ECF 14***).

3. Petitioner subsequently filed a Supplemental Notice (***ECF 8***) documenting false claims made by DRVM.

4. Service has been executed on AMJ Services and Maged Boutros, among others, yet no timely responses have been filed. Sanofi and Chattem have not accepted service by the U.S. Marshals.

5. On September 19, 2025, Fisher Phillips filed (a) a Notice of Appearance for AMJ Services (***ECF 25***) and (b) a motion seeking to "correct" the docket for all respondents (***ECF 24***).

III. ARGUMENT

A. Ex Parte Communications Already Addressed This Issue

This Court has already been forced to intervene once after ex parte communications by respondents. It ruled that no further responsive pleading was required from DRVM until all parties responded. For DRVM to now reassert itself on behalf of all other respondents, after being told not to, directly undermines that ruling and confirms the very obstruction Petitioner warned of.

B. DRVM's Motion Confirms the Shell Structure

Respondents insist they are "unrelated," yet Fisher Phillips repeatedly uses DRVM as the front to shield all other parties. Sanofi and Chattem refuse to accept U.S. Marshal service, but then rely on DRVM to move for relief on their behalf. This is precisely the concealment Petitioner has alleged: multiple entities connected in operation but hiding behind one nominal respondent.

Now, Fisher Phillips has suddenly entered an appearance for AMJ Services, the very company it and others claimed was "unrelated" while still insisting that all parties are disconnected. This contradiction is heightened by the fact that Maged Boutros is the CEO of both AMJ Services and DRVM. Yet Fisher Phillips conspicuously avoided appearing on behalf of Maged Boutros personally, despite his central role as officer of both entities.

If any respondent wishes to ask this Court to "erase" their deadline, it can file its own motion. DRVM cannot arrogate that power for nine separate respondents at once.

C. All Respondents Have Been on Notice Since Early 2025

Even if deadlines could somehow be 'erased,' which has no basis in law, the fact remains that every respondent has been named and served in arbitration and federal court since February/March 2025. Each has received filings, disclosures, and notices for months. They cannot credibly claim surprise or prejudice.

Allowing DRVM to erase defaults or extend deadlines would reward obstruction, not correct an error.

D. Answer vs. Response: FAA Framework Requires Timely Participation

The Summonses issued by the U.S. Marshals required each respondent to file "an Answer or a Motion" within 21 days of service. This Court itself used the word "response" in its prior

order. While FAA petitions are treated as motion practice rather than full complaints, respondents are still required to participate on the timeline set by Rule 12 or, at a minimum, by the Court's scheduling authority. Respondents cannot erase those obligations by playing semantics between "answer," "motion," and "response."

The FAA does not excuse delay. To the contrary, the Supreme Court has emphasized that FAA petitions are "summary proceedings" designed to move quickly into arbitration. **Moses H. Cone Mem'l Hosp. v. Mercury Constr. Corp., 460 U.S. 1, 22 (1983).** DRVM's position, that deadlines should be erased for all respondents, is unsupported and contrary to both the Federal Rules and the FAA's purpose of avoiding delay.

Courts have also recognized that FAA § 4's framework applies in disputes under § 5 where the threshold issue is who is bound. Section 4 directs the Court to "proceed summarily to the trial" of such issues, meaning a prompt evidentiary hearing, including limited discovery if necessary, to resolve questions of contract formation or party status. The Supreme Court has confirmed that § 4 provides unique procedural tools to resolve gateway disputes. See ***Vaden v. Discover Bank*, 556 U.S. 49, 62 (2009)** (applying a "look-through" approach under § 4 to determine jurisdiction); ***Badgerow v. Walters*, 596 U.S. (2022)** (reaffirming that § 4 uniquely supplies mechanisms to resolve threshold issues). That framework reinforces that deadlines cannot be erased or ignored. The FAA requires swift resolution of preliminary issues, not prolonged procedural gamesmanship.

E. The Summons Is Not Optional: Respondents Cannot Erase Basic Rule 4 Obligations

The Clerk issued summonses in this case, and the U.S. Marshals was to serve nine respondents. Each summons required a "response" within 21 days — an Answer or Motion. That obligation exists in every federal case, including those under the FAA.

The Supreme Court has made clear that service of a summons is what triggers the duty to appear. ***Murphy Bros. v. Michetti Pipe Stringing, Inc., 526 U.S. 344, 351 (1999).*** Respondents cannot accept service while denying the obligations that service imposes.

Federal Rule of Civil Procedure 81(a)(6) makes clear that the Rules apply to FAA proceedings "to the extent applicable and not inconsistent with those statutes." Nothing in the FAA displaces the service and response obligations of Rule 4 or Rule 12. To the contrary, Rule 81(a)(6) confirms that once a summons is issued and served, the ordinary deadlines apply. Respondents cannot claim that FAA procedure erases obligations the Federal Rules explicitly preserve.

DRVM's argument that deadlines vanish by semantics disregards Rule 4 and the Court's own language calling DRVM's filing a "response." Nothing in the FAA excuses delay. Allowing respondents to ignore the summons would reward obstruction and undermine the structure of federal procedure. No respondent was confused by the summons; their choice not to answer at all reflects profoundly serious disregard, not misunderstanding.

F. DRVM's Motion Confirms Its False Claims

Petitioner has already filed a Notice (***ECF 8***) documenting false claims made by DRVM. This new motion, purporting to speak for all respondents while denying any connection, confirms those misrepresentations. It also proves Petitioner's central claim: respondents share common control, yet hide behind DRVM's name to shield the parent companies.

G. Mischaracterization of the Court's Order and Disregard for Procedural Obligations

DRVM's motion does more than argue semantics; it twists this Court's prior order into something it never said. The Court made clear that DRVM's premature filing would stand and

that no further pleading from DRVM would be accepted until the other respondents appeared. (***ECF 14***). The Court wanted to hear from all parties before DRVM filed again.

Now, DRVM reframes that order as if no respondent was ever required to respond and as if all deadlines should be gone. This not only disregards the plain language of the order, it attempts to rewrite history in DRVM's favor. In doing so, DRVM effectively tries to write its own law—untethered to any rule, statute, or precedent, and asks this Court to adopt a framework with no legal basis.

By misrepresenting the record, ignoring the summons, and substituting itself as the voice for "all respondents" it claims are unrelated, DRVM shows a pattern of obstruction and bad faith. Nothing in the FAA or Federal Rules allows respondents to erase deadlines or sidestep the Court's authority. Granting DRVM's motion would reward false claims, undermine the Court's order, and contradict the FAA's mandate for swift proceedings.

Federal courts must be able to rely on the integrity of their own orders. Allowing DRVM to rewrite ***ECF 14*** after the fact would diminish the authority of the Court and encourage further gamesmanship. The issue is not whether deadlines can be 'erased,' but whether respondents can disregard binding orders whenever convenient. The answer must be no.

H. Respondents Cannot Selectively Invoke the FAA and Arbitration Agreement

If DRVM invokes the FAA to control this case under ***§ 9:6***, it must also acknowledge the companion obligations under ***§ 9:4***. The arbitration agreement includes a third-party clause, which expressly binds related and affiliated entities that benefit from or are connected to the agreement. Respondents cannot pick and choose which provisions of the FAA or the arbitration agreement apply to them.

By using DRVM as the sole mouthpiece while insisting that all other respondents are "unrelated," they are attempting to gain the benefits of arbitration (delay and shield) without the corresponding duties (appearance and participation). This is the very type of procedural manipulation the FAA was designed to prevent, as the statute's purpose is to move cases quickly into resolution, not to allow obstruction through selective enforcement.

I. Each Respondent Must Speak for Itself

If any respondent believes its deadline should be reset or removed, it can file its own motion and explain its position to the Court. What DRVM cannot do is unilaterally ask the Court to "correct" deadlines for all respondents, especially filing a premature response before service to influence the court, and being told not to give another one. This tactic is not correction; it is obstruction. Each party must appear and defend itself on the record, rather than hiding behind DRVM as a proxy.

J. Disparate Treatment Cannot Be Tolerated

This case involves nine separate entities, represented by some of the most prestigious law firms in the country, backed by billion-dollar corporations. Yet all of them continue to hide behind a shell structure to avoid straightforward participation. An individual litigant following the rules at every step would never be allowed to send ex parte emails, file contradictory appearances, or attempt to erase deadlines without immediate scrutiny. Respondents should not be allowed to escape accountability simply because they have the resources and firms to shield them. The Federal Rules apply equally to all parties.

IV. CONCLUSION

For the foregoing reasons, Petitioner respectfully requests that the Court:

1. Deny or strike DRVM's "Request for Court to Correct Docket for All Respondents" (***ECF 24***);

2. Reaffirm that each respondent must independently appear and respond consistent with the Summons and Rules;

3. Recognize that defaults remain where no timely responses were filed; and

4. Caution respondents that further attempts to circumvent deadlines through one entity will be viewed as obstruction.

This case is not about semantics over docket entries. It is about whether respondents may manipulate procedure to avoid accountability altogether. Allowing one revoked and reactivated LLC to file on behalf of nine respondents, while claiming they are unrelated, would reward the very obstruction that has stalled these proceedings for months. Petitioner respectfully submits that the Court should not permit these tactics to continue.

Respectfully submitted,

Date: September 22, 2025

Jorden Hollingsworth
Pro Se Petitioner
15919 SE McLoughlin Blvd #4
Portland, Oregon 97267
(503) 488-9680
Jordentimothy11@gmail.com

CERTIFICATE OF SERVICE

I hereby certify that on September 22, 2025, I served the foregoing *Petitioner's Opposition to DRVM's Motion to Correct Docket* by filing it through the Court's CM/ECF system, which provides electronic notice to counsel of record for Respondent DRVM LLC, AMJ Services, Deepak Chopra, and by mailing copies via U.S. Mail, postage prepaid, to the following headquarters address used by Respondents Sanofi-Aventis U.S. LLC, Chattem Inc, Quten Research Institute, Marie-Laurie Amiard-Boutros, Maged Boutros:

Sanofi-Aventis U.S. LLC / Chattem Inc.
55 Corporate Drive
Bridgewater, NJ 08807

Quten Research Institute/Ashraf Boutros
10 Bloomfield Ave. Building B
Pine Brook, NJ 07058

Marie-Laurie Amiard-Boutros
636 E. Hermosa Dr.
Fullerton, CA 92835

Maged Boutros
698 12th SE STE 200
Salem, OR 97301

Date: September 22, 2025

Signed,

Jorden Hollingsworth

Jordentimothy11@gmail.com