

Anthony Copple, OSB #163651
anthony.copple@jacksonlewis.com
JACKSON LEWIS P.C.
200 SW Market St., Ste. 540
Portland, Oregon 97201
Tel: (503) 229-0404
Fax: (503) 229-0405

Helen E. Tuttle (admitted *pro hac vice*)
helen.tuttle@faegredrinker.com
FAEGRE DRINKER BIDDLE & REATH LLP
600 Campus Drive
Florham Park, New Jersey 07932
Tel: (973) 549-7000
Fax: (973) 360-9831

*Attorneys for Defendants sanofi-aventis U.S. LLC,
Chattem, Inc., and Quten Research Institute, LLC*

IN THE UNITED STATES DISTRICT COURT
FOR THE DISTRICT OF OREGON
PORTLAND DIVISION

JORDEN HOLLINGSWORTH,)	
)	
Plaintiff,)	Case No: 3:25-cv-2308-SB
)	
vs.)	DEFENDANTS SANOFI-AVENTIS U.S.
)	LLC; CHATTEM, INC.; AND QUTEN
SANOFI-AVENTIS US; CHATTEM)	RESEARCH INSTITUTE, LLC'S
INC.; QUTEN RESEARCH INSTITUTE)	MOTION TO DISMISS THE
LLC; AMJ SERVICES LLC; STEVEN S.)	COMPLAINT
DICKERT, in his capacity as Trustee of)	
BASIL MANAGEMENT TRUST,)	REQUEST FOR ORAL ARGUMENT
)	
Defendants.)	

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LOCAL RULE 7-1 CERTIFICATION

On February 9, 2026, the parties conferred in good faith by telephone regarding each claim, defense, or issue raised in this Motion. Plaintiff does not consent to the relief sought.

MOTION TO DISMISS

Defendants sanofi-aventis U.S. LLC, incorrectly named herein as “Sanofi-Aventis US” (“sanofi-aventis”); Chattem, Inc. (“Chattem”); and Quten Research Institute, LLC (“Quten”) (collectively, the “Defendants”) move to dismiss Jordan Hollingsworth’s (“Plaintiff” or “Hollingsworth”) complaint (Dkt. 1) (the “Complaint”) for lack of personal jurisdiction, Fed. R. Civ. P. 12(b)(2), and for failure to state a claim upon which relief can be granted, Fed. R. Civ. P. 12(b)(6), with respect to the Defendants. The Defendants are not subject to general or specific personal jurisdiction in Oregon and the Complaint fails, in any case, to plausibly allege any claim against the Defendants for fraud, fraudulent concealment, civil conspiracy, “alter ego” liability, “successor liability,” or other relief.

MEMORANDUM OF LAW

I. INTRODUCTION

This is a complicated case about nothing. And it has nothing to do with defendants sanofi-aventis, Chattem, or Quten—non-resident companies lacking even minimum contacts with Plaintiff or this Oregon forum.

The dispute (insofar as there is any) began as a disagreement over wages. *Pro se* plaintiff Jordan Hollingsworth spent less than two months in 2024 working for DRVM, LLC as a product demonstrator inside different Costco warehouses in Oregon. When DRVM paid his final \$637.15 in wages late, Hollingsworth sought statutory penalties. He initiated an arbitration to recover penalties in February 2025, invoking his rights against DRVM under their agreement to arbitrate all disputes arising out of or relating to his employment.

Defendants sanofi-aventis, Chattem, and Quten (“Defendants”) are Delaware and Tennessee companies with principal places of business outside Oregon. The only connection between Defendants and Hollingsworth’s employment is that Quten distributed one of the product lines that Hollingsworth demonstrated. Chattem is related only as the parent of Quten’s parent and sanofi-aventis has no connection at all.

Undeterred by such facts, Hollingsworth has filed this federal lawsuit against Quten, Chattem, and sanofi-aventis—together with a Trustee of DRVM’s owner and DRVM’s payroll and human resources provider (AMJ Services, LLC)—on the mostly unintelligible theory that they participated in a “concealed multi-entity enterprise, payroll manipulation scheme, and coordinated misrepresentations across multiple judicial and administrative forums” that functioned to misidentify his employer as DRVM. The Complaint makes this claim despite allegations and exhibits showing that DRVM *did* employ Hollingsworth. (One exhibit establishes that this court compelled DRVM to arbitrate Hollingsworth’s wage dispute for this very reason.) The Complaint makes this claim without identifying any factual basis for its runaway speculation that Defendants “dominated” and “controlled” DRVM and its operations. And the Complaint seeks relief for never-specified “financial, tax, and legal injuries”—resting the entire lawsuit on vague grievances that describe no actual damages or concrete harm.

None of this allows Hollingsworth to prosecute his claims against Defendants in this forum. First, he pleads no basis subjecting them to personal jurisdiction in Oregon. No Defendant is incorporated or headquartered here, as required to support general jurisdiction. And defeating specific jurisdiction as well, no Defendant has anything to do with this Oregon-based dispute. Haling these non-resident companies into court would violate the constitutional requirement that a defendant must have minimum contacts with the forum state.

Second, Hollingsworth’s conspiracy theories plead no plausible claim for relief. Three of his five claims—civil conspiracy, alter-ego/veil-piercing liability, and successor liability—are not independent causes of action. His fraudulent-concealment claim pleads no duty to provide him with information of any kind. And his fraud claim—which rests on the purported misidentification of his employer—plausibly alleges no representation by Defendants, no false statement by anyone, no reliance, and no concrete harm. Beneath all these claims, in any event, are just conclusory recitals that disregard the particularity requirements imposed by Rule 9(b). And even if treated as fact, Hollingsworth’s speculation about Defendants’ control over DRVM describes nothing more than an effort to correctly identify his employer as the company that paid his wages and is arbitrating his wage penalty claims even now.

Pro se or not, Hollingsworth fails to satisfy even the most liberal interpretation of federal pleading standards. Because they are unsupported by any grounds for personal jurisdiction or any plausible basis for relief, all claims against Defendants should be dismissed.

II. FACTUAL ALLEGATIONS AND BACKGROUND

Wage dispute between Hollingsworth and DRVM. This case originates from a dispute over \$637.15 in unpaid wages. (Dkt. 1 ¶ 1 [hereinafter Compl].) According to the Complaint, Hollingsworth worked as a product demonstrator inside Costco warehouses in Oregon for less than two months at the end of 2024. (*Id.* ¶¶ 14, 23, 26.) Hollingsworth’s wage statements, paystubs, and W-2 forms identified his employer as DRVM, LLC (“DRVM”), a company incorporated and headquartered in Nevada. (*Id.* ¶¶ 39, 51, 54 88, 171; Compl. Exs. E–F, Dkt. 2, at 25–39.) Hollingsworth also signed an arbitration agreement with DRVM. (Compl. ¶ 48; Compl. Ex. F, Dkt. 2, at 31.)

After his employment ended in December, Hollingsworth used DRVM’s listed contact information to seek an additional wage payment of \$637.15 and penalties. (Compl. ¶¶ 1, 26–29.)

Hollingsworth then received \$637.15 through a direct deposit to his bank account but no penalty payment. (*Id.* ¶ 30.) Hollingsworth continued to seek penalties for delayed payment of his final wages, claiming that he would be owed \$10,687.15 in statutory penalties as of January 10, 2025. (*Id.* ¶¶ 30–36.)

Hollingsworth initiates arbitration of wage dispute against DRVM. Demanding payment of purported statutory penalties, Hollingsworth initiated an arbitration against DRVM in mid-February based on their agreement requiring the resolution of “any claim . . . that arises out of or relates to any service Employee has performed for Employer” through arbitration. (Compl. ¶ 104; Compl. Ex. F, Dkt. 2, at 31.) Hollingsworth amended his demand on February 26, 2025, to include additional parties, including sanofi-aventis, Chattem, and Quten (none of whom appeared) and added claims against all defendants labeled “corporate concealment, misuse of shell entities, and broader misconduct.” by DRVM and Defendants.¹ (Compl. ¶¶ 105, 154; *see also id.* ¶ 7; Compl. Ex. F, Dkt. 2, at 32.) In July 2025, he petitioned this court to compel Defendants and other entities to arbitrate claims relating to his wage payments and to appoint an arbitrator with specialized experience in areas including shell corporations, and he made a settlement demand of \$10 billion that would increase to \$15 billion after forty-eight hours and “rise weekly by \$500 million.” (Compl. ¶¶ 126, 136; Compl. Ex. F, Dkt. 2, at 32, 39.) Hollingsworth pursued this petition even after DRVM paid him an additional \$6,130.10 in early July 2025. (Compl. ¶ 130; Compl. Ex. E, Dkt. 2, at 28.)

On November 24, 2025, the court dismissed all defendants but DRVM from Hollingsworth’s action, rejecting his contention that they bore “alter ego” liability for DRVM’s

¹ The demand also added AMJ Services LLC, which is described in its separate motion to dismiss declaration as “provid[ing] employee management services and operational support to various entities, including DRVM.” (Dickert Decl. ¶ 6, Dkt. 15.)

liabilities. (Compl. ¶ 147; *see generally* Compl. Ex. F, Dkt. 2, at 30–39.)² Allegations of “misuse of shell entities” and the “multi-layered payroll structuring operation . . . through a centralized financial hub,” the court reasoned, could not demonstrate that the alleged corporate structure caused Hollingsworth’s injury. (Compl. Ex. F, Dkt. 2, at 35–36.) The court also held that DRVM was Hollingsworth’s employer and the only other party to his arbitration agreement. (*Id.* at 36.) Noting further that DRVM had been communicating and that its corporate structure was not “stalling arbitration,” the court ordered DRVM and Hollingsworth to select an arbitrator and prohibited Hollingsworth from striking any arbitrator for lack of kind of specialized experience he had sought. (*Id.* at 35, 39.)

Hollingsworth files an administrative complaint against DRVM. During the same period, Hollingsworth initiated Department of Labor proceedings alleging unlawful retaliation by DRVM under the Taxpayer First Act, citing his April 2025 “whistleblower disclosures” against Defendants, which was docketed with the Department of Labor on November 14, 2025. (Compl. ¶¶ 3, 158, 158 n.2.) Counsel for DRVM served initial disclosures in those proceedings on December 5, 2025, identifying defendant Steve Dickert as DRVM’s Chief Financial Officer and reciting that DRVM had paid the wage-penalty at issue in the pending arbitration. (*Id.* ¶ 159 n.21; Compl. Ex. G, Dkt. 2, at 43, 45.)

Hollingsworth reinvents his wage dispute for federal court. On December 11, 2025, Hollingsworth filed this federal action, naming four defendants dismissed from his arbitration petition (sanofi-aventis, Chattem, Quten, and AMJ Services LLC) as well as Steven Dickert as Trustee of Basil Management Trust. (*See generally* Compl.) Without specifying any new injury,

² Defendants never appeared in the case (Compl. ¶ 156), nor is there any allegation that they were properly served (*see generally id.*; *see also* Compl. ¶ 139 (conceding that Chattem and Sanofi-aventis never received service)).

Hollingsworth claims that he sustained “direct financial, tax, and legal injuries as a result of Defendants’ concealed multi-entity enterprise, payroll manipulation scheme, and coordinated misrepresentations across multiple judicial and administrative forums.” (*Id.* ¶ 14.) Hollingsworth seems to contend that these defendants misrepresented the identity of his employer as DRVM and concealed their identity as his “true employer” (*id.* ¶¶ 3, 14, 20) by treating DRVM as their “alter ego” (*id.* ¶¶ 14, 20–22). Though the Complaint specifies no related act or representation by sanofi-aventis, Chattem, Quten, or any other defendant, Hollingsworth apparently bases this contention on his post-employment discoveries that: (1) “DRVM LLC’s authority to conduct business in Oregon was revoked” between January 4, 2024, and April 25, 2025 (*id.* ¶¶ 43, 113, 122); and (2) various entities other than Defendants have or have had the same place of business or registered agent address as DRVM in Las Vegas, Nevada (*id.* ¶¶ 39–87).

Defendants reside outside and lack significant contacts with Oregon. Though Hollingsworth has sued Defendants in an Oregon forum, the Complaint alleges almost no contact between sanofi-aventis, Chattem, or Quten and Oregon. Allegations and Defendants’ declarations instead show that:

- Quten is a Delaware limited liability company with a principal place of business and headquarters in New Jersey that distributes Qunol-brand products (dietary supplements) (Compl. ¶¶ 17, 62) (Decl. of Helia Santos ¶¶ 2, 4 [hereinafter Quten Decl.]);
- Chattem is a Tennessee corporation with its principal place of business and headquarters in Tennessee (Compl. ¶ 16) that markets and produces several types of over-the-counter healthcare products (Decl. of Leonardo Ilha ¶¶ 2–3 [hereinafter Chattem Decl.]); and
- sanofi-aventis, a Delaware limited liability company with its principal place of business and headquarters in New Jersey (Compl. ¶ 15), is a biopharmaceuticals and vaccine

company (Decl. of Colleen Proctor ¶¶ 2–3 [hereinafter sanofi-aventis Decl.]).

Declarations also establish that none of the Defendants has officers or offices of any significant size in Oregon. (Quten Decl. ¶ 3; Chattem Decl. ¶ 2; sanofi-aventis Decl. ¶ 2.) And while Quten and Chattem distribute products in Oregon, they do the same in all fifty states. (Quten Decl. ¶ 4; Chattem Decl. ¶ 3).³

Defendants have no relevant contacts with Hollingsworth or his employment. Not just untethered to Oregon, Hollingsworth’s allegations against Defendants include no specific factual allegations that directly connect those non-resident companies to Hollingsworth or his employment by DRVM. Basil Management Trust, according to the Complaint, is the entity that owns DRVM; in contrast, the Complaint alleges no ownership interest in DRVM by a Defendant or a Defendant’s owner. (Compl. ¶ 54.) The record (including Defendants’ declarations) instead shows that:

- Quten has no ownership stake in DRVM and is a wholly owned subsidiary of a Chattem subsidiary (Quten Decl. ¶¶ 5, 11; Chattem Decl. ¶ 5);
- Chattem is owned by Opella Healthcare Group SAS, a private French entity, which is owned by Opella Healthcare, another private French entity (Chattem Decl. ¶ 4); and
- sanofi-aventis has no ownership interest in Chattem, Inc. and is wholly owned by the Delaware corporation Sanofi U.S. Services, Inc. (sanofi-aventis Decl. ¶¶ 2, 6).

The only uncontradicted factual allegations connecting any Defendant to DRVM are that Quten distributes one of the product brands (Qunol products) that Hollingsworth demonstrated at Costco while working for DRVM (Compl. ¶¶ 24, 62).

Additional allegations that former DRVM officer Maged Boutros is listed as a sales and

³ Sales in Oregon, for example, account for just 1.9% of Chattem’s total domestic sales. *Id.* Similarly, sanofi-aventis does business in all 50 states. (sanofi-aventis Decl. ¶ 3).

marketing executive for Quten (Compl. ¶¶ 41, 63) are rebutted by evidence that “Maged Boutros . . . is not now and was never an officer of Quten.” (Quten Decl. ¶ 8.) And while the Complaint includes a host of conclusory recitals that Defendants controlled or dominated DRVM (*see, e.g.*, Compl. ¶¶ 7, 15–17, 22 90, 102, 173), declarations establish that no Defendant has now or during the period of Hollingsworth’s employment with DRVM: (1) maintained any direct contractual relationship with DRVM, (2) participated in DRVM’s internal operations or management, or (3) employed Hollingsworth. (Quten Decl. ¶¶ 6–7, 11; Chattem Decl. ¶¶ 6–7, 11; sanofi-aventis Decl. ¶¶ 4–5, 7).⁴

Hollingsworth purports to plead five causes of action. Notwithstanding the near-complete-absence of factual allegations relating to Defendants, the Complaint pleads its allegations against them in five counts, styled as: (1) fraud; (2) fraudulent concealment, (3) civil conspiracy, (4) alter-ego/veil-piercing, and (5) successor liability. (Compl. ¶¶ 169–202.) Common to all claims is Hollingsworth’s contention that DRVM was not his “true employer” but rather an “alter ego” of Defendants and others. (*Id.* ¶¶ 3, 20–22, 173, 184, 187, 193, 202.)

III. LEGAL STANDARD

As plaintiff, Hollingsworth bears the burden to demonstrate personal jurisdiction over all defendants. *Ziegler v. Indian River County*, 64 F.3d 470, 473 (9th Cir. 1995). To resolve a motion to dismiss under Rule 12(b)(2), the Court may consider extrinsic evidence, “including affidavits and other materials submitted on the motion.” *Lindora, LLC v. Isagenix Int’l, LLC*, 198 F. Supp. 3d 1127, 1135 (S.D. Cal. 2016) (citing *Daimler AG v. Bauman*, 571 U.S. 117, 123 (2014)). In

⁴ The Complaint also alleges, apparently related to its successor liability claim, that certain companies “associated with marketing, branding, or intellectual property for the product lines Plaintiff demonstrated,” including “MAK DIGITAL LLC, MAK MEDIA LLC, MAK NUTRITION LLC, TPD IP LLC, QPD IP LLC, and QNB IP LLC,” were initially registered at the same Nevada address as DRVM but had “Sanofi- or Chattem-linked addresses” at some point after the 2023 acquisition of Quten. (Compl. ¶¶ 79, 98–99; Compl. Ex. A, Dkt. 2, at 4–12.)

response, the plaintiff must present “a prima facie showing of jurisdictional facts,” *Sher v. Johnson*, 911 F.2d 1357, 1361 (9th Cir. 1990), requiring that he come forward with “facts, by affidavit or otherwise, supporting personal jurisdiction,” *Cummings v. W. Trial Lawyers Assoc.*, 133 F. Supp. 2d 1144, 1151 (D. Ariz. 2001). And while “the court resolves all disputed facts in favor of the plaintiff,” *Pebble Beach Co. v. Caddy*, 453 F.3d 1151, 1154 (9th Cir. 2006), “the plaintiff cannot ‘simply rest on the bare allegations of the complaint,’” *Dole Food Co. v. Watts*, 303 F.3d 1104, 1108 (9th Cir. 2002) (quoting *Amba Marketing Systems, Inc. v. Jobar Int’l, Inc.*, 551 F.2d 784, 787 (9th Cir. 1977)), and “general, conclusory allegations are insufficient to establish personal jurisdiction, *Fatnani v. JPMorgan Chase Bank, N.A.*, 743 F. Supp. 3d 1253, 1270 n.17 (D. Or. 2024).

To survive a motion to dismiss for failure to state a claim under Rule 12(b)(6), “a complaint must contain sufficient factual matter, accepted as true, to state a claim to relief that is plausible on its face.” *Ashcroft v. Iqbal*, 556 U.S. 662, 678 (2009) (cleaned up). Plausibility requires “more than a sheer possibility that a defendant has acted unlawfully.” *Turner v. City & Cnty. of S.F.*, 788 F.3d 1206, 1210 (9th Cir. 2015). Rather, the “factual content” in the complaint must “allow[] the court to draw the reasonable inference that the defendant is liable for the misconduct alleged.” *Ashcroft*, 556 U.S. at 678; *Bell Atl. Corp. v. Twombly*, 550 U.S. 544, 570 (2007). Though well-pleaded factual allegations are accepted as true, courts do not accept allegations that are “merely conclusory, unwarranted deductions of fact, or unreasonable inferences,” *In re Gilead Scis. Sec. Litig.*, 536 F.3d 1049, 1055 (9th Cir. 2008), or allegations that are “contradict[ed by] matters properly subject to judicial notice or by exhibit,” *Sprewell v. Golden State Warriors*, 266 F.3d 979, 988 (9th Cir. 2001). When considering a Rule 12(b)(6) motion to dismiss, the Court “must consider . . . documents incorporated . . . by reference, and matters of which a court may take judicial

notice.” *Tellabs, Inc. v. Makor Issues & Rights, Ltd.*, 551 U.S. 308, 322 (2007).

IV. ARGUMENT

A. Plaintiff’s Claims Against Defendants Should Be Dismissed Because Their Contacts with Oregon Are Insufficient to Confer Personal Jurisdiction in This Forum.

Plaintiff’s claims against sanofi-aventis, Chattem, and Quten should be dismissed for lack of personal jurisdiction. Under the Fourteenth Amendment’s Due Process Clause, a federal court sitting in diversity cannot exercise personal jurisdiction over a party without establishing its sufficient minimum contacts with the forum state so that maintaining “the suit does not offend ‘traditional notions of fair play and substantial justice.’” *Int’l Shoe Co. v. Wash. Off. of Unemployment Comp. & Placement*, 326 U.S. 310, 316 (1945). Hollingsworth’s attempt to hale New Jersey-headquartered companies into an Oregon court based on statements by an unrelated company fails to satisfy that constitutional minimum. Because Defendants are subject to neither general nor specific jurisdiction in Oregon, the Court must dismiss them from this suit. *Helicopteros Nacionales de Colombia, S.A. v. Hall*, 466 U.S. 408, 414–16 (1984).⁵

1. Defendants Are Not Subject to General Personal Jurisdiction in Oregon.

Defendants are not subject to general personal jurisdiction in this court because none is “at home” in Oregon. *See Daimler AG v. Bauman*, 571 U.S. 117, 137 (2014); *BNSF Ry. Co. v. Tyrrell*, 581 U.S. 402, 413 (2017). General personal jurisdiction is “all-purpose” jurisdiction: it extends to all claims, including those with no underlying connection to a forum. *Bristol-Myers Squibb Co. v. Super. Ct. of Cal.*, 582 U.S. 255, 262 (2017). But that broad reach is limited by fundamental principles of fairness. As the Supreme Court has made clear, general personal jurisdiction exists only where a corporation’s contacts are “so continuous and systematic as to render [it] essentially

⁵ *See also Pac. Reliant Indus., Inc. v. Amerika Samoa Bank*, 901 F.2d 735, 737 (9th Cir. 1990) (explaining that personal jurisdiction in a diversity action is governed by Oregon’s long-arm statute, which reaches “the outer limits of due process under the United States Constitution”).

at home in the forum State.” *Daimler AG*, 571 U.S. at 127; *see also Bristol-Meyers*, 582 U.S. at 262. A corporation’s “home,” in turn, will almost always be its place of incorporation and the place of its principal place of business. *Goodyear Dunlop Tires Operations, S.A. v. Brown*, 564 U.S. 915, 924 (2011) (referring to these as “paradigm,” all-purpose forums); *Daimler AG*, 571 U.S. at 137; *BNSF Ry. Co. v. Tyrrell*, 137 S. Ct. 1549, 1558 (2017).⁶

Here, the Complaint not only fails to plead any basis for general jurisdiction; it does the opposite. Hollingsworth alleges that sanofi-aventis, Chattem, and Quten are incorporated *outside* Oregon (in Delaware and Tennessee) and have principal places of business in other states as well (New Jersey and Tennessee).⁷ (Compl. ¶¶ 15–17.) Declarations further confirm that no Defendant has any headquarters, officers, or significant offices in this state. (Quten Decl. ¶¶ 2–3; Chattem Decl. ¶ 2; sanofi-aventis Decl. ¶ 2.) And the only Oregon contact that the Complaint alleges with any particularity is the distribution of certain Quten products nationwide. (Compl. ¶¶ 78, 88.)

These isolated contacts are plainly insufficient to subject Defendants to general personal jurisdiction in this Oregon forum. Finding such jurisdiction here would effectively subject Defendants to jurisdiction everywhere they conduct business in the United States, contrary to the minimum requirements of due process and settled law. *See Daimler AG*, 571 U.S. at 139; *see also Tuazon v. R.J. Reynolds Tobacco Co.*, 433 F.3d 1163, 1173 (9th Cir. 2006) (“[N]o court has ever

⁶ Indeed, courts may exercise general personal jurisdiction over a non-resident corporation outside of these location in an “exceptional case” that is “incredibly difficult” to prove, requiring a showing that its “operations . . . [are] so substantial and of such a nature as to render the corporation at home in that state,” *Tyrell*, 581 U.S. at 413, such as when a corporation makes a temporary location in the forum “the center of the corporation’s . . . activities” during a period of war, *id.* (quoting *Daimler*, 571 U.S. at 130 n.8) (citing *Perkins v. Benguet Consol. Mining Co.*, 342 U.S. 437 (1952)). While companies may also consent to jurisdiction as a condition of registering to do business, Oregon imposes no such condition. *See Mallory v. Norfolk S. Ry. Co.*, 600 U.S. 122, 125 (2023); *Figueroa v. BNSF Ry. Co.*, 390 P.3d 1019, 1021 (Or. 2017) (holding that business registration in Oregon, “by itself, cannot form the basis for jurisdiction over a defendant”).

⁷ Chattem is headquartered in New Jersey, not Tennessee. (Chattem Decl. ¶ 2).

held that the maintenance of even a substantial sales force within the state is a sufficient contact to assert jurisdiction” (quoting *Congoleum Corp. v. DLW Aktiengesellschaft*, 729 F.2d 1240, 1242 (9th Cir. 1984)).

2. Defendants Are Not Subject to Specific Personal Jurisdiction in Oregon.

a. Jurisdiction Is Improper for Hollingsworth’s Fraud-Based Claims.

Defendants’ contacts with Oregon are also insufficient to confer specific jurisdiction for purposes of Hollingsworth’s fraud-based claims. (Counts I-IV). Unlike general jurisdiction, specific jurisdiction cannot be established by general connections with the forum. *Bristol-Myers*, 582 U.S. at 264. Rather, it derives from the controversy itself: there must be “suit-related conduct [that] create[s] a substantial connection with the forum state.” *Walden v. Fiore*, 571 U.S. 277, 283–84, 283 n.6 (2014). Under the Ninth Circuit’s test, that means a plaintiff asserting specific jurisdiction in the context of tort claims must establish (among other things) that the non-resident defendants purposefully directed their activities or consummated some transaction with the forum or a resident. *In re W. States Wholesale Nat. Gas Antitrust Litig.*, 715 F.3d 716, 741 (9th Cir. 2013), *aff’d sub nom. Oneok, Inc. v. Learjet, Inc.*, 575 U.S. 373 (2015); *see also Morrill v. Scott Fin. Corp.*, 873 F.3d 1136, 1142 (9th Cir. 2017).⁸ “Purposeful direction,” in turn, requires (1) “an intentional act, (2) expressly aimed at the forum state, (3) causing harm that the defendant knows is likely to be suffered in the forum state.” *Dole Food*, 303 F.3d at 1111.

Precluding specific jurisdiction here, Hollingsworth pleads no intentional act by Defendants likely to cause (or even related to) the supposed harm he alleges. The Complaint asserts that Defendants acted tortiously by “represent[ing] that DRVM LLC” and other entities were his

⁸ The Ninth Circuit recognizes that jurisdiction “must be proper for each claim asserted against a defendant,” *Picot v. Weston*, 780 F.3d 1206, 1211 (9th Cir. 2015), and it typically applies the purposeful-direction test when claims arise from alleged tortious conduct, *Davis v. Cranfield Aerospace Sols., Ltd.*, 71 F.4th 1154, 1162 (9th Cir. 2023).

employer “in onboarding documents, paystubs, W-2s, wage statements, and payroll portals” and concealing the identity of Hollingsworth’s employer. (*E.g.*, Compl. ¶¶ 170–71, 178.) But Hollingsworth makes no factual allegation that *Defendants* made those representations. Rather, the Complaint and its exhibits make clear that those representations came from DRVM, the entity identified as Hollingsworth’s employer in wage documents, the entity that paid Hollingsworth’s wages and more than \$6,000 in alleged wage penalties, and the party to the arbitration agreement governing all disputes arising from Hollingsworth’s employment. (*Id.* ¶¶ 130, 170–71; Compl. Ex. F, Dkt. 2, at 36.) Because no factual allegation plausibly suggests that Defendants directed any misrepresentation to Oregon, no specific jurisdiction allows Hollingsworth to hale them into an Oregon court. *See generally Dole Food*, 303 F.3d at 1111.

Nor can Hollingsworth manufacture specific⁹ jurisdiction with conclusory recitals that Defendants acted “through” DRVM as its “alter ego.” (*See* Compl. ¶ 193–94.) Oregon courts are “extremely reluctant to disregard the corporate form unless exceptional circumstances exist.” *City of Salem v. H.S.B.*, 733 P.2d 890, 894 (Or. 1987) (en banc). Consistent with that limitation, an alter-ego relationship can arise for jurisdictional purposes only “where corporate affairs are confused with those of [its owners], a subsidiary or an affiliate corporation.” *Abbott v. Bob’s U-Drive et al*, 352 P.2d 598, 605 (Or. 1960); *Wells Fargo & Co. v. Wells Fargo Exp. Co.*, 556 F.2d 406, 425–26 (9th Cir. 1977). Beyond some commonality of ownership, an alter-ego relationship requires pleading and proof that the “defendant was in [actual] control of the corporation” or other entity—in effect, that “the latter [was rendered] the mere instrumentality of the former.” *Stirling-Wanner v. Pocket Novels, Inc.*, 879 P.2d 210, 212 (Or. Ct. App. 1994); *see also Brown v. Serv. Grp. of Am.*,

⁹ To the extent that Hollingsworth tries to establish general jurisdiction through such allegations (Compl. ¶ 10), that effort fails for the same reasons.

Inc., No. 3:20-CV-02205-IM, 2022 WL 43880, at *4 (D. Or. Jan. 5, 2022), *aff'd*, No. 22-35107, 2022 WL 16958933 (9th Cir. Nov. 16, 2022); *Ranza v. Nike, Inc.*, 793 F.3d 1059, 1073 (9th Cir. 2015). And even then, the plaintiff must plead both that the defendant “engaged in misconduct” with respect to the controlled corporation, “and that [the] misconduct resulted in [the] plaintiff’s inability to collect” a liability or debt from the corporation. *Stirling-Wanner v. Pocket Novels, Inc.*, 879 P.2d 210, 212 (Or. Ct. App. 1994); *see also Acrymed, Inc. v. Convatec*, 317 F. Supp. 2d 1204, 1214 (D. Or. 2004) (setting out three-part test).

Far from satisfying these requirements here, the Complaint lacks plausible allegations that Defendants and DRVM *are related in any way*. Hollingsworth identifies no ownership interest by any Defendant or any Defendant’s owner in DRVM. Indeed, none exists. (Quten Decl. ¶ 11; Chattem Decl. ¶ 10; sanofi-aventis Decl. ¶ 5.)¹⁰ Hollingsworth offers no unrebutted factual allegation that Defendants and DRVM share any officer,¹¹ director, or management. And he otherwise fails to allege that DRVM and Defendants are connected by so much as an arms-length contract. In short, the record makes DRVM and Defendants independent companies, *not* alter egos. No Oregon authority (at least none located by Defendants) has found an alter-ego relationship between entities unaffiliated by common ownership or a parent-subsidary relationship, let alone between entities with no direct connection whatsoever.¹²

¹⁰ Hollingsworth’s conclusory allegations often lump DRVM together with MK Marketing LLC and DRC Demo LLC (what he calls “Direct Demo Entities”) (Compl. ¶ 7), but Defendants have no relationship to these entities either (Quten Decl. ¶¶ 9–10; Chattem ¶¶ 9–10; sanofi-aventis Decl. ¶¶ 4–5).

¹¹ While Hollingsworth asserts that Maged Boutros has been identified as an executive at Quten and was listed as a DRVM manager on its Oregon registration filing (Compl. ¶ 41; Compl. 11 n.8), evidence submitted by Quten proves that he has never served as an officer of the company (Quten Decl. ¶ 8).

¹² *See Brodle v. Lochmead Farms, Inc.*, No. 10-6386-AA, 2011 WL 4913657, at *6 (D. Or. Oct. 13, 2011) (rejecting alter-ego theory that multiple corporations operated as one entity where no evidence suggested that either corporate defendant had an ownership interest in the entity they

That Hollingsworth laces his Complaint with conclusory recitals about the “control” of DRVM by other entities changes none of this analysis. The Complaint repeatedly asserts that Defendants “controlled” DRVM, variously reciting that they “exercised day-to-day control over [its multi-state] workforce,” had “exclusive control over [its] corporate . . . payroll systems,” and “exercised complete domination and control” of its operations and finances. (Compl. ¶¶ 6, 173, 182, 193.) But containing no factual content at all, these vague assertions would be no less plausible if they attributed the total domination and control of DRVM to Hollingsworth himself. Not only do they neglect to specify *what* Defendants did or *how* they managed to do it—reason enough to disregard them as mere legal conclusions¹³—but these recitals also fail to withstand evidence that Defendants played no role in DRVM’s internal operations. (Quten Decl. ¶ 7, Chattem Decl. ¶ 7; sanofi-aventis Decl. ¶ 5.) And asserting no commonality of ownership, they would remain incapable of establishing an alter-ego relationship even if credited as facts. *See, e.g., Brodle*, 2011 WL 4913657, at *6 (finding alter-ego test unsatisfied by unrelated entities); *see also Doe v. Unocal Corp.*, 248 F.3d 915, 927 (9th Cir. 2001) (finding alter-ego test unsatisfied by parent’s

allegedly controlled); *see generally Wells Fargo*, 556 F.2d at 425–26 (9th Cir. 1977) (describing factors relevant to showing an alter-ego relationship “in the jurisdictional context” as including common ownership, officers and directors, commingling of books, and whether parent holds subsidiary out as its agent); *cf. State ex rel. Neidig v. Superior Nat. Ins. Co.*, 173 P.3d 123, 131 (2007) (finding it “sufficient [that] the two corporations were under actual common control [through the same owner] and were operated so that the improper use of corporate structures caused harm to a third party” and noting shared executive officers, board members, and counsel).

¹³ *See Iqbal*, 556 U.S. at 678; *Formtec, LLC v. Wolff*, No. 3:25-CV-704-SI, 2025 WL 2592545, at *1 (D. Or. Sept. 8, 2025). These fraud-based allegations also fail to meet the heightened pleading requirement of Rule 9(b) of the Federal Rules of Civil Procedure. *See, e.g., Int’l Longshore & Warehouse Union, Loc. 40 v. Grain*, No. 3:13-CV-00513-AC, 2013 WL 6665725, at *6 (D. Or. Dec. 17, 2013) (finding complaint lacked sufficient factual content to satisfy “the particularity test as to the fraud element of the alter ego theory”); *Vess v. Ciba–Geigy Corp. U.S.A.*, 317 F.3d 1097, 1108 (9th Cir. 2003) (explaining that complaints alleging fraud “must be accompanied by the ‘who, what, when, where, and how’ of the misconduct” (citation omitted)); *see also* cases and discussion *infra*, at Part IV.B.1.

direct involvement in financing and micro-managing of its subsidiary).¹⁴

Specific jurisdiction also fails because no allegations even purport to plead the remaining requirements of alter-ego liability: that improper conduct by Defendants toward DRVM resulted in Hollingsworth’s inability to collect on a DRVM debt or other liability. *Stirling-Wanner*, 879 P.2d at 212. As clarified by Oregon’s supreme court, “improper conduct” means a controlling entity has engaged in “dishonest or deceitful conduct intended to harm a third party”—behaviors like misrepresentations, the “confusion or commingling of assets,” “evasion of federal or state regulation,” inadequate capitalization, or the “‘milking’ of a subsidiary corporation through payment of excessive dividends to the parent.” *State ex rel. Neidig v. Superior Nat. Ins. Co.*, 173 P.3d 123, 137–38 (Or. 2007) (cleaned up); *see also Acrymed*, 317 F. Supp. 2d at 1214. Yet all that Hollingsworth offers here—his conclusory recitals that Defendants controlled or supervised various aspects of DRVM’s operations—describe no such conduct. (*See generally* Compl.)¹⁵ Also absent is any allegation that Hollingsworth has been harmed by an inability to collect on any liability or debt. (*See generally* Compl.) To the contrary, the claim that DRVM owes Hollingsworth wage penalties (the only concrete harm he alleges) is admittedly the subject of an on-going

¹⁴ *See also Sundberg v. Joint Apprenticeship Training Comm. of the Nw. Line Constr. Indus.*, No. 3:17-cv-01360-JR, 2018 WL 7108064 (D. Or. Dec. 4, 2018), *report and recommendation adopted*, 2019 WL 310117 (D. Or. Jan. 23, 2019) (finding alter-ego test unsatisfied where evidence that subsidiary lacked its own human-resources department and relied on parent-provided policies and parent-controlled senior managers was insufficient to show control over “every facet of the subsidiary’s business”); *see Bates v. Bankers Life & Cas. Co.*, 993 F. Supp. 2d 1318, 1338–39 (D. Or. 2014), *aff’d*, 716 F. App’x 729 (9th Cir. 2018) (finding record “far short of what would be required” to satisfy alter-ego test unsatisfied even where subsidiary lacked “its own human resources department” and parent “tightly controlled every aspect of [its] business, from hand-picking its executive[s] . . . to setting the budget goals and participating in [company] strategy meetings”).

¹⁵ Supervision is not improper. *See generally Amfac Foods, Inc. v. Int’l Sys. & Controls Corp.*, 654 P.2d 1092, 1100 (Or. 1982) (“Where actual exercise of control is shown to exist, improper conduct must also be demonstrated.”).

arbitration. (See Compl. ¶104; *see also id.* at 43.) In short, the only reason that courts even consider the possibility of an alter-ego relationship—that the plaintiff’s injury will otherwise go unremedied—is nowhere alleged in Hollingsworth’s complaint. *See generally Hambleton Bros. Lumber Co. v. Balkin Enters., Inc.*, 397 F.3d 1217, 1231 (9th Cir. 2005) (explaining that “Oregon courts explicitly have held that the ‘extraordinary remedy’ of piercing the corporate veil is only to be granted as ‘a last resort, *where there is no other adequate and available remedy*” and rejecting plaintiff’s veil-piercing attempt because another remedy was available (emphasis in original) (quoting *Amfac*, 654 P.2d at 1098)).¹⁶

Whether attempting to plead direct conduct or the purported conduct of an “alter ego,” the result is the same: Hollingsworth comes nowhere close to satisfying his burden to demonstrate specific personal jurisdiction over Defendants. *See Ziegler*, 64 F.3d at 473. Haling non-residents into an Oregon forum based on the representations of an unrelated company (DVRM) would violate the constitutional requirement that a defendant must have minimum contacts with the forum state. *Goodyear*, 564 U.S. at 929; *Daimler*, 517 U.S. at 126–28.

b. Jurisdiction Is Improper for Hollingsworth’s Successor-Liability Claim.

The Complaint also fails to support specific jurisdiction for purposes of Hollingsworth’s “successor liability” theory. Count V asserts that Defendants have “successor liability” because Basil Management Trust (the defendant that allegedly owned DRVM) sold certain Nevada-based entities and intellectual property to “Sanofi or its subsidiaries,” which “retained the operational structure giving rise to Plaintiffs injuries.” (Compl. ¶¶ 54, 83, 97, 99, 113, 199, 202.) But the mere purchase of Nevada-based entities by non-resident defendants alleges no conduct *directed to*

¹⁶ *See also Bd. of Trs. of Emps.-Shopmen’s Loc. 516 Pension Tr. Through Galton v. Columbia Wire & Iron Works, Inc.*, 233 F. Supp. 3d 873, 886 (D. Or. 2017) (explaining that “inability to collect” a debt “does not, by itself, constitute in inequitable result”) (cleaned up).

Oregon. Nor could contacts between Oregon and those unspecified entities be attributed to Defendants based on an acquisition: “The existence of a relationship between a parent company and its subsidiaries is not sufficient to establish personal jurisdiction over the parent on the basis of the subsidiaries’ minimum contacts with the forum.” *United States v. Bennett*, 621 F.3d 1131, 1137 (9th Cir. 2010) (cleaned up). And setting those fatal deficiencies aside, no factual allegation suggests that a Defendant acquired any entity that is liable to Hollingsworth.

Because it alleges no “conduct [that] create[s] a substantial connection” between Defendants and Oregon, Hollingsworth’s successor-liability “claim” supplies no basis for exercising specific personal jurisdiction. *Walden*, 571 U.S. at 283–84, 283 n.6. Under Rule 12(b)(2), this claim—together with all remaining claims against Defendants—must be dismissed. *See Herbal Brands, Inc. v. Photoplaza, Inc.*, 72 F.4th 1085, 1090 (9th Cir. 2023) (explaining that under either the purposeful-direction or purposeful-avilment tests, defendants cannot “be haled into a jurisdiction solely as a result of random, fortuitous, or attenuated contacts” with the forum (cleaned up)).

B. The Complaint Fails to Plausibly Allege Any Claim for Relief Against Defendants.

Alternatively, Hollingsworth’s claims against Defendants should be dismissed for failure to plausibly allege any claim for relief. Hollingsworth has filed a 200-plus-paragraph Complaint about nothing. The crux of all claims is that wage and other employment documents misrepresented the identity of Hollingsworth’s employer during the two months he worked for DRVM. But the Complaint’s factual allegations and exhibits establish that DRVM *was* his employer, that Defendants made none of the alleged misrepresentations, and that Hollingsworth suffered no concrete harm. Entirely lacking in facial plausibility, Hollingsworth’s claims against Defendants should be dismissed under Rule 12(b)(6).

1. Hollingsworth's Fraud Claim Alleges No Fraud.

Hollingsworth's fraud claim should be dismissed because it alleges no fraud. Under Oregon law,¹⁷ pleading fraud requires allegations of: (1) a representation; (2) its falsity; (3) its materiality; (4) the speaker's knowledge of its falsity or ignorance of its truth; (5) his intent that it should be acted on by the person and in the manner reasonably contemplated; (6) the hearer's ignorance of its falsity; (7) his reliance on its truth; (8) his right to rely thereon; (9) and his consequent and proximate injury. *Smith v. Limerick*, No. 1:17-CV-00712-CL, 2018 WL 4621916, at *3 (D. Or. July 6, 2018), *report and recommendation adopted*, No. 1:17-CV-00712-CL, 2018 WL 4621810 (D. Or. Sept. 26, 2018) (*citing Musgrave v. Lucas*, 238 P.2d 780, 784 (Or. 1951)). Federal Rule of Civil Procedure 9(b) further requires that a complaint's factual allegations must specify the "time, place, and content of the fraudulent statement, in addition to what part of the statement is false or misleading, and why." *Ebeid ex. rel. U.S. v. Lungwitz*, 616 F.3d 993, 998 (9th Cir. 2010); *see also Vess*, 317 F.3d at 1106. Yet across pages of allegations addressing unrelated entities, detailing Hollingsworth's suspicions and investigations, and laying out his entirely unsupported recitals about control, the Complaint offers no factual basis for any element of this tort.

First, the Complaint pleads no representation *by* Defendants. Hollingsworth alleges that Defendants falsely identified his employer "in onboarding documents, paystubs, W-2s, wage statements, and payroll portals." (Compl. ¶ 171.) But as discussed, the Complaint's factual allegations attribute those statements to DRVM, not Defendants. (*See generally* Compl.) Nor does the Complaint otherwise specify the who, what, where, when, and "what part of the statement is false" required to satisfy the particularity requirement of Rule 9(b). *Ebeid*, 616 F.3d at 998.

¹⁷ Because this action "is brought under diversity jurisdiction," federal procedural law and Oregon substantive law apply. *Smith*, 2018 WL 4621916, at *3 (citing *Erie R.R. v. Tompkins*, 304 U.S. 64, 78 (1938)).

Hollingsworth’s fraud claim is facially implausible for those reasons alone. *See, e.g., Glazer Cap. Mgmt., L.P. v. Forescout Techs., Inc.*, 63 F.4th 747, 776 (9th Cir. 2023) (affirming dismissal where complaint failed to allege when allegedly fraudulent statements were made or “the ‘true state of affairs’ at the time”).¹⁸

Second, the Complaint makes no plausible allegation that representations identifying Hollingsworth’s employer are false. The purported basis for this federal lawsuit is that the defendants misidentified Hollingsworth’s employer as DRVM. Yet its factual allegations and exhibits establish the reverse: that DRVM *did* employ Hollingsworth. According to his own Complaint, ADP wage statements, paystubs, and W-2 forms identified Hollingsworth’s employer as DRVM, LLC (Compl. ¶¶ 39, 51, 88, 171; *see generally* Compl. Exs. E–F, Dkt. 2, at 26–39), DRVM paid Hollingsworth back wages and certain wage-penalties after his employment ended (Compl. ¶¶ 30, 130; Compl. Ex. E, Dkt. 2, at 28), and DRVM is participating even now in an arbitration, *initiated by Hollingsworth*, based on their agreement to arbitrate all employment-related claims (Compl. ¶¶ 104, 147; Compl. Ex. F, Dkt. 2, at 31). Beyond that, the Complaint shows that this court has already held that DRVM was Hollingsworth’s employer. (Compl. Ex. F, Dkt. 2, at 34.) If not employment, what other kind of relationship could these allegations possibly describe?

Nor does Hollingsworth allege any contrary fact. As his apparent basis for alleging that he had no employment relationship with DRVM, Hollingsworth primarily offers the temporary suspension DRVM’s Oregon business registration. (*E.g.*, Compl. ¶¶ 40, 88, 106.) But that claim

¹⁸ *See also Depot, Inc. v. Caring for Montanans, Inc.*, 915 F.3d 643, 668 (9th Cir. 2019) (affirming failure of fraud claim failed for lack of “sufficient detail with respect to the ‘who,’ ‘when,’ ‘where,’ or ‘how’”); *see generally Great Am. Ins. Co. v. Linderman*, 116 F. Supp. 3d 1183, 1193 (D. Or. 2015) (explaining that Rule 9(b) does not allow lumping multiple defendants together but “require[s] plaintiffs to differentiate their allegations when suing more than one defendant”).

cannot plausibly suggest that DRVM shed its legal obligations as Hollingsworth’s employer.¹⁹ And his assertions that DRVM lacked officers (despite paying his wages and penalties, participating in his arbitration, and identifying a CFO in administrative proceedings (*id.* ¶¶ 130, 138, Ex. G, Dkt. 2, at 43)) and was controlled by all Defendants (*id.* ¶¶ 172–73) are no more helpful. These threadbare recitals not only fail the particularity requirements of Rule 9(b); they could suggest, at most, that Hollingsworth was subject to a joint-employer relationship²⁰—a suggestion well short of establishing that any alleged statement was false. *See generally Twombly*, 550 U.S. at 570 (pleading facts “merely consistent with” a defendant’s liability “stops short of the line between possibility and plausibility of entitlement to relief” (cleaned up)).

Third, Hollingsworth fails to plead any plausible basis for material reliance. He claims to have relied on representations about the identity of his employer by “performing work, reporting income, and evaluating employment rights.” (Compl. ¶ 174.) But factual allegations that Hollingsworth examined the alleged materials²¹ *after* his employment ended sever any such connection. Making reliance less plausible yet, Hollingsworth alleges that he conducted his own investigation into the identity of his employer, leading him to discover statements or representations he now alleges were false, shortly after his termination. (*See* Compl. ¶¶ 38–64.)

¹⁹ Under Oregon law, the reinstatement of DRVM’s registration in the state “relates back to and takes effect as of the effective date of the administrative revocation.” Or. Rev. Stat. § 67.7665(3).

²⁰ *See, e.g., Covelli v. Avamere Home Health Care LLC*, No. 3:19-CV-00486-JR, 2019 WL 5858191, at *3 (D. Or. July 23, 2019), *report and recommendation adopted*, No. 3:19-CV-0486-JR, 2019 WL 5839301 (D. Or. Nov. 7, 2019) (explaining that “a joint employment relationship may exist ‘[w]here two or more business exercise some control over the work or working conditions of the employee’” (cleaned up)); *Berger v. DIRECTV, Inc.*, 2015 Wage & Hour Cas. 2d (BNA) 108658 (D. Or. Apr. 16, 2015) (noting that Oregon law broadly defines “employ” as “to suffer or permit to work”).

²¹ Hollingsworth alleges he “examined onboarding documents and accessed the general Direct Demo employee dashboard for additional employer information” as part of his post-employment investigation and otherwise worked “under the assumption” that his employer was a different company called “Direct Demo.” (Compl. ¶¶ 23, 45.)

And even if these allegations somehow satisfied Rule 8, the Complaint’s failure to plead reliance with particularity still requires dismissal under Rule 9(b). *See, e.g., Great Pac. Sec. v. Barclays Cap., Inc.*, 743 F. App’x 780, 782 (9th Cir. 2018) (affirming the district court’s dismissal of fraud claim because the complaint “fail[ed] to plead reliance with particularity”); *see generally Rivera v. Philip Morris, Inc.*, 395 F.3d 1142, 1155 (9th Cir. 2005) (explaining that reliance showing presumes one already “had actually read or heard the alleged misrepresentation”).

Finally, the Complaint pleads no concrete harm. Hollingsworth claims to have “suffered financial, tax, and legal harms, including issuance of inaccurate wage and tax documents, reliance on incorrect employer information, delays in wage payments, and the inability to identify or contact a responsible employer.” (Compl. ¶ 176.) But the only concrete harm on that list—“delays in wage payments”—is unrelated to any misidentification of Hollingsworth’s employer. Just the opposite: the Complaint acknowledges that Hollingsworth’s contacts with DRVM resulted in both its payment of back wages and delay-related penalties and a successful demand for arbitration.²² (See Compl. ¶¶ 130, 147.) Hollingsworth’s fraud claim collapses for this reason alone. *See generally TransUnion LLC v. Ramirez*, 594 U.S. 413, 424 (2021) (explaining that merely to establish standing, a plaintiff must plead a concrete injury with some “close historical or common-law analogue for their asserted injury”).

Alleging no representation by Defendants, no falsity, no reliance, and no cognizable harm, Hollingsworth pleads a fraud claim in name only. This facially implausible claim should be dismissed. *Cafasso, U.S. ex rel. v. Gen. Dynamics C4 Sys., Inc.*, 637 F.3d 1047, 1055 (9th Cir.

²² Regardless, the Complaint establishes that arbitration—not litigation—provides the exclusive remedy for any wage-based harm. (Compl. Ex. F, Dkt. 2, at 31.) *See, e.g., United Comput. Sys., Inc. v. AT & T Corp.*, 298 F.3d 756, 766 (9th Cir. 2002) (holding that a district court must compel arbitration if a valid agreement exists that “encompasses the dispute at issue”).

2011) (“[C]laims of fraud . . . must, in addition to pleading with particularity, also plead plausible allegations.” (footnote omitted)).

2. Hollingsworth’s Fraudulent-Concealment Claim Pleads No Duty to Disclose.

Hollingsworth’s fraudulent-concealment claim is equally defective. This claim alleges that Defendants failed to disclose the identity of entities controlling the workforce, purported features of DRVM’s payroll, the “unified operational hub” where various entities were registered, and the ownership interests of Basil Management Trust. (Compl. ¶¶ 178–81). Under Oregon law, however, no duty to disclose ordinarily²³ arises unless the parties are connected by a special relationship amounting to more than the kind of “arm’s-length commercial or business relationship where [parties act] in their own economic interest.” *Cohen v. Subaru of Am., Inc.*, No. 120CV08442JHRAMD, 2022 WL 714795, at *22 (D.N.J. Mar. 10, 2022) (quoting *Martell v. Gen. Motors LLC*, 492 F. Supp. 3d 1131, 1143 (D. Or. 2020)). That limitation is fatal here. Having alleged no special—or, indeed, any—relationship between Hollingsworth and Defendants, the Complaint pleads no violation of legal duty and must be dismissed for this reason alone. *Id.*

Questions of duty aside, Hollingsworth’s fraudulent-concealment claim still fails for all the reasons that make his fraud claim defective. No less than fraud, fraudulent concealment requires the plaintiff to plead misleading conduct, falsity, reliance, and harm, and to do so with the particularity required by Rule 9(b). *389 Orange St. Partners v. Arnold*, 179 F.3d 656, 662 (9th Cir. 1999). In contrast, the Complaint’s conclusory and incoherent recitals about overlapping entities, lump-sum inputs to payroll, operational hubs, and the interests of Basil Management Trust plead

²³ While “active concealment” requires no independent duty, it describes words or conduct equivalent to false statement, conduct that prevents the discovery of a material fact, or a false denial—none of which is alleged here, let alone alleged with the particularity required by Rule 9(b). *See generally Caldwell v. Pop’s Homes, Inc.*, 634 P.2d 471, 477 (Or. Ct. App. 1981) (defining concealment).

no factual connection to Defendants, much less specify the who, what, where, when, and why of any conduct. This is wholly insufficient. Hollingsworth has re-labeled his implausible fraud claim (*see supra* Part IV.B.1), not pleaded any basis for liability under Oregon law. *See Howmar Materials, Inc. v. Peterson*, 14 P.3d 631, 637 (Or. Ct. App. 2000), *opinion adhered to as modified on reconsideration*, 23 P.3d 409 (2001) (holding that separate relief for fraudulent concealment was only available because it was supported by separate evidence from fraudulent-misrepresentation claim).

3. Hollingsworth’s Civil-Conspiracy Allegations Plead No Cause of Action.

Like his fraudulent-concealment claim, Hollingsworth’s civil-conspiracy claim pleads no basis for liability. A civil conspiracy is not an independent tort under Oregon law. *Osborne v. Fadden*, 201 P.3d 278, 282 (Or. Ct. App. 2009). Instead, it is “a theory of mutual agency under which a conspirator becomes jointly liable for the tortious conduct of his or her coconspirators.” *Id.* Having pleaded no such tort—Count III merely references an agreement to “conceal the identity of the entities exercising control over the workforce” (Compl. ¶ 186)—Hollingsworth’s conspiracy allegations state no plausible claim for relief. *FLIR Sys., Inc. v. Sierra Media, Inc.*, 903 F. Supp. 2d 1120, 1138 (D. Or. 2012) (“[C]ivil conspiracy is not ‘a separate tort for which damages may be recovered’” (quoting *Morasch v. Hood*, 222 P.3d 1125, 1132 (Or. Ct. App. 2009))).

Nor can Hollingsworth bootstrap his facially deficient conspiracy claim to his equally deficient fraud or fraudulent-concealment claims. As explained above, nothing in Hollingsworth’s Complaint plausibly alleges any independent tort. And even if otherwise sufficient, the Complaint would still fail to adequately plead the necessary “meeting of minds” between conspirators. *See Or. Laborers-Emps. Health & Welfare Tr. Fund v. Philip Morris, Inc.*, 17 F. Supp. 2d 1170, 1183 (D. Or. 1998), *aff’d*, 185 F.3d 957 (9th Cir. 1999). Vague recitations that the agreement is “evidenced by shared addresses, identical officers, coordinated entity formations and

reinstatements, unified payroll inputs, and synchronized corporate activity” make no sense on their face, bear no apparent relation to Defendants, and fail to describe any actual agreement do something unlawful (or anything else). (Compl. ¶ 187.) Flunking the plausibility standard of Rule 8, these allegations are worlds away from satisfying the particularity requirements for pleading a fraud-based conspiracy under Rule 9(b). *See Twombly*, 550 U.S. at 557 (explaining that “a conclusory allegation of agreement at some unidentified point does not supply facts adequate to show illegality”); *Swartz v. KPMG LLP*, 476 F.3d 756, 765 (9th Cir. 2007) (noting that “Rule 9(b) imposes heightened pleading requirements where ‘the object of the conspiracy is fraudulent’” (quoting *Wasco Prods., Inc. v. Southwall Techs., Inc.*, 435 F.3d 989, 991 (9th Cir. 2006))).

4. Hollingsworth’s Alter-Ego/Veil-Piercing Allegations Have Nothing to Do with Veil-Piercing or Defendants.

No more plausible, Hollingsworth’s alter-ego/veil-piercing claim pleads no basis for liability for the same reason it cannot support personal jurisdiction. (*See supra* Part IV.A.2.a.). First, there is no injury in need of a remedy. Like civil conspiracy, veil-piercing and alter-ego liability are not independent claims. *Ahcom, Ltd. v. Smeding*, 623 F.3d 1248, 1251 (9th Cir. 2010). Piercing the corporate veil is instead “an extraordinary remedy which exists as a last resort, where there is no other adequate and available remedy to repair plaintiff’s injury.” *Amfac*, 654 P.2d at 1098. Yet here, Hollingsworth pleads no such injury. Allegations that Defendants (and others) must be prevented from “avoid[ing] liability for wages, tax reporting, and employer obligations” are legal conclusions about what Defendants should owe, not facts suggesting that Hollingsworth has suffered a remedy-less injury. (Compl. ¶ 197.) And to the extent that the Complaint alleges any concrete harm at all—its claim that Hollingsworth is owed wage penalties—arbitration against DRVM provides Hollingsworth with an adequate and exclusive remedy. (*See* Compl. ¶ 48; Compl. Ex. F, Dkt. 2, at 31.) Indeed, the Complaint attributes Hollingsworth’s inability (as yet) to recover

additional penalties to DRVM’s disagreement over what wage-penalties are owed, not any representation that DRVM is financially unable to pay them. (*See generally* Compl. Ex. F, Dkt. 2, at 30–39.)

Hollingsworth’s veil-piercing “claim” also fails because no factual allegations connect Defendants to DRVM. To impute the liabilities of one entity to another, a plaintiff must also plead and prove that: (1) the defendant exercised actual control over the other entity; (2) the defendant engaged in improper conduct through that control; and (3) defendant’s improper conduct resulted in the plaintiff’s inability to collect from the other entity. *Acrymed*, 317 F. Supp. 2d at 1214. Yet as established in the context of personal jurisdiction, no factual allegation pleaded with particularity²⁴ suggests that Defendants: (1) have or had any ownership interest in or direct contractual relationship with DRVM; (2) engaged in any improper conduct with respect to DRVM; or (3) caused DRVM to be unable to provide an adequate remedy to Hollingsworth. These failures strip Hollingsworth’s alter-ego claim of any facial plausibility. No principle of veil-piercing or alter-ego liability allows Hollingsworth to impute the purported liabilities of DRVM—all of which can be remedied through arbitration anyway—to these entirely unrelated companies. (*See generally* Compl. Ex. F, Dkt. 2, at 30–39.) *See Brown*, 2022 WL 43880, at *3 (dismissing alter-ego claim because even shared staff and offices or being “heavily involved” in the subsidiary’s operations fail to suggest that a parent directs “every facet of the subsidiary’s business”); *Columbia Wire &*

²⁴ As discussed, recitals that Defendants controlled or dominated various aspects of DRVM’s business should be disregarded as mere legal conclusions and as pleaded with insufficient particularity to satisfy Rule 9(b). *See Formtec*, 2025 WL 2592545, at *1 (“To be entitled to a presumption of truth, allegations in a complaint ‘. . . must contain sufficient allegations of underlying facts’” (quoting *Starr v. Baca*, 652 F.3d 1202, 1216 (9th Cir. 2011))); *see also In re Berjac of Or.*, 538 B.R. 67, 76 (D. Or. 2015) (dismissing claims requiring alter-ego liability where plaintiff did not comply with the particularity requirements of Rule 9(b) and thus “present[ed] close legal and factual questions that cannot be answered when the allegations against [defendants] are unclear”).

Iron Works, 233 F. Supp. 3d at 886 (explaining that “inability to collect” a debt upon a judgment “does not, by itself, constitute an inequitable result”); *Salem Tent & Awning Co. v. Schmidt*, 719 P.2d 899, 904 (Or. Ct. App. 1986) (holding that the plaintiff must show an inadequate remedy against the original corporation to pierce the corporate veil).

5. Hollingsworth Alleges No Successor Liability Against Defendants.

Hollingsworth’s final claim—that Defendants have “successor liability” based on their purchases of certain “entities, intellectual property, and product-line companies” (Compl. ¶ 199)—similarly lacks any factual or legal basis. The Complaint generally asserts that successor liability applies “because the successor entities continued the business enterprise . . . and retained the operational structure giving rise to Plaintiffs injuries.” (*Id.* ¶ 202.) But no specific allegations of fact support an inference any entity acquired by a Defendant owes Hollingsworth any liability. No alleged facts describe any fraud-based liability with particularity. And setting those fundamental deficiencies aside, the Complaint alleges no basis for imputing liabilities of an acquired entity to Defendants. While an asset purchase may (in exceptional circumstances) transfer liabilities to an acquirer, courts will not presume “that a parent corporation is liable for the actions of [a] wholly owned subsidiary”—the purported basis for Hollingsworth’s claim here. (*See* Compl. ¶ 199 (referring to transfers of entities and companies).) *See United States v. Bestfoods*, 524 U.S. 51, 61 (1998). Hollingsworth, in other words, has failed to allege that Defendants are “successors” at all. *Ranza*, 793 F.3d at 1070 (explaining that “corporate separateness insulates a parent corporation from liability created by its subsidiary”); *cf. Kabushiki Kaisha Too Marker Prods., Inc. v. Glob. Creative, Inc.*, No. 6:21-cv-01115, 2024 WL 1116116, at *6–7 (D. Or. Mar. 14, 2024) (reciting general successor liability rule that “where one corporation sells or otherwise transfers *all of its assets to another corporation*, the latter is not liable for the debts and liabilities of the transferor” (cleaned up)).

In short, Hollingsworth’s attempt to plead “successor liability” is yet another jumble of conclusory recitals and incoherent legal theories that plausibly allege no claim against Defendants. Under Rule 12(b)(6), all Hollingsworth’s claims against Defendants must be dismissed.

V. CONCLUSION

This dispute has nothing to do with non-resident defendants Quten, Chattem, and sanofi-aventis. The Court should dismiss all claims against Defendants for lack of personal jurisdiction or for failure to state any plausible claim for relief.

Dated: February 18, 2026

/s/ Helen E. Tuttle

Anthony Copple, OSB #163651
anthony.copple@jacksonlewis.com
JACKSON LEWIS P.C.
200 SW Market St., Ste. 540
Portland, Oregon 97201
Tel: (503) 229-0404
Fax: (503) 229-0405

Helen E. Tuttle (admitted *pro hac vice*)
helen.tuttle@faegredrinker.com
FAEGRE DRINKER BIDDLE & REATH LLP
600 Campus Drive
Florham Park, New Jersey 07932
Tel: (973) 549-7000
Fax: (973) 360-9831

*Attorneys for Defendants
sanofi-aventis U.S. LLC, Chattem, Inc., and
Quten Research Institute, LLC*

DECLARATION OF SERVICE

I hereby certify that on the date set forth below, I electronically filed the foregoing with the Clerk of the Court using the CM/ECF system and caused it to be served in accordance with the Federal Rules of Civil Procedure, the Local Rules for the District of Oregon, and/or the District's Rules on Electronic Service. Specifically, I caused Plaintiff to be served via the Court's e-filing system.

I certify that the foregoing statements made by me are true. I am aware that if any of the foregoing statements made by me are willfully false, I am subject to punishment.

DATED: February 18, 2026

By: /s/ Helen E. Tuttle