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

JORDEN HOLLINGSWORTH,)
)
Plaintiff,)
)
vs.)
)
SANOFI-AVENTIS US; CHATTEM)
INC.; QUTEN RESEARCH INSTITUTE LLC;))
AMJ SERVICES LLC; STEVEN S.)
DICKERT, in his capacity as Trustee of BASIL))
MANAGEMENT TRUST,)
)
Defendants.)

Case No: 3:25-cv-2308-SB

**REPLY MEMORANDUM IN SUPPORT
OF DEFENDANTS SANOFI-AVENTIS
U.S. LLC; CHATTEM, INC.; AND
QUTEN RESEARCH INSTITUTE, LLC'S
MOTION TO DISMISS THE
COMPLAINT
REQUEST FOR ORAL ARGUMENT**

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REPLY MEMORANDUM OF LAW

I. INTRODUCTION

With the filing of the Plaintiff’s Consolidated Opposition to Defendants’ Motions to Dismiss, Motion to Strike, and Motion to Compel Arbitration (hereinafter, the “Response”), Hollingsworth has expended 271 pages on the theory that New Jersey-headquartered companies can be haled into Oregon to answer his suspicions that an unrelated company misidentified itself as his employer—all while seeking wage penalties *from that very employer* in an arbitration that he compelled. That’s 271 pages too many. Nowhere do these filings contend that the Court can exercise *general* jurisdiction over Quten, Chattem, or sanofi-aventis (collectively, “Defendants”). Nowhere do they identify any suit-related contacts between Defendants and Oregon, a failure that precludes *specific* jurisdiction. And nowhere do they identify any misconduct by Defendants or, indeed, any basis for recovery at all.

As Hollingsworth’s own briefing makes clear, this lawsuit is nothing more than an attempt to recast minor wage disputes as a far-flung and facially non-sensical conspiracy to misidentify a former employer in “onboarding documents” and pay stubs. Pleading no basis for personal jurisdiction or liability, Hollingsworth’s claims against Defendants should be dismissed.

A. The Response Effectively Concedes that Defendants’ Contacts with Oregon Are Insufficient to Confer General Jurisdiction and Identifies No Basis for Specific Jurisdiction Either.

The minimum requirements of due process prevent Hollingsworth from haling non-resident defendants into an Oregon court to answer for representations in the internal employment documents of an entirely independent company. Acknowledging the problem, the Response makes no claim that these New Jersey-headquartered companies are subject to general personal jurisdiction here. Even so, Hollingsworth insists that Oregon sales and marketing of Qunol-brand

products can create specific jurisdiction to hear fraud and “alter-ego” claims arising from the employment-related statements of a company they do not contract with, own, or control, as well as successor-liability claims based on the acquisition of Nevada companies with no specified liabilities whatsoever. This is incorrect. Accepting Hollingsworth’s view would “collaps[e] the core distinction between general and specific jurisdiction”: that specific jurisdiction arises from *suit*-related conduct. *Yamashita v. LG Chem, Ltd.*, 62 F.4th 496, 506 (9th Cir. 2023) (cleaned up). And it would discard settled limits on a plaintiff’s ability to impute the jurisdictional contacts of other entities to non-resident defendants. Because Defendants are subject to neither general nor specific jurisdiction in Oregon, they must be dismissed from the suit. *Helicopteros Nacionales de Colombia, S.A. v. Hall*, 466 U.S. 408, 414–16 (1984); *see also Picot v. Weston*, 780 F.3d 1206, 1211 (9th Cir. 2015) (recognizing that jurisdiction must be proper for each claim).

1. The Response Identifies No Suit-Related Contacts Between Defendants and Oregon, Foreclosing Specific Jurisdiction over Plaintiff’s Common-Law Fraud Claims.

The Response, like the Complaint, identifies no conduct capable of supporting specific jurisdiction over non-resident companies¹ for purposes of Hollingsworth’s fraud claims. Specific jurisdiction requires Hollingsworth to allege *suit-related* conduct that creates “a substantial connection with the forum state.” *Walden v. Fiore*, 571 U.S. 277, 283–84, 283 n.6 (2014). But as the Response concedes, Hollingsworth’s nominal employer DRVM—not Defendants—made the representations that give rise to his fraud claim. (Resp. 28 (citing Compl. ¶¶ 39, 48, 170–71).) The Response similarly concedes that DRVM, not Defendants, made the “partial representations” that allegedly amount to “fraudulent concealment.” (*Id.* at 24; *see also infra* Part I.B.) And while

¹ Although Hollingsworth alleges that Chattem is headquartered in Tennessee, it is a Tennessee corporation with headquarters in Morristown, New Jersey. (*See* Compl. ¶ 16; Chattem Decl. ¶ 2.)

admitting that DRVM’s representations also constitute the basis for Hollingsworth’s civil-conspiracy claim, the Response fails to identify any alleged fact connecting Defendants to those statements or rebut evidence that Defendants played no role in DRVM’s operations at all. (Resp. 14.; *see also infra* Part I.B.3; Quten Decl. ¶ 7; Chattem Decl. ¶ 7; sanofi-aventis Decl. ¶ 5.) Not just insufficient to carry his *prima facie* burden, the Response forecloses jurisdiction altogether. Hollingsworth identifies no allegation or evidence of fraud-connected conduct by Defendants in Oregon, contrary to the fundamental due-process requirement that claims must “arise[] out of or relate[] to the defendant’s forum-related activities.” *Cox v. Gritman Med. Ctr.*, 166 F.4th 1171, 1183 (9th Cir. 2026) (cleaned up).

Nor can Hollingsworth overcome this problem with allegations about conduct *unrelated* to his claims. Citing *Ford v. Montana*, the Response seems to assert that specific jurisdiction is present because the selling and/or unspecified marketing of Qunol products, like those Hollingsworth demonstrated, amounts to a “systematic service of the [Oregon] market.” (Resp. 15 (citing *Ford Motor Co. v. Mont. 8th Jud. Dist. Ct.*, 592 U.S. 351 (2021)); *see also id.* at 18.) But this claim misunderstands *Ford* and specific jurisdiction both. *Ford* is a product-liability case, not a fraud action. It held that when a nonresident company “serves a [state’s] market for a product”—providing advertising, selling, and servicing to residents—it must reasonably anticipate being haled into that state’s courts to defend claims that defective products caused injuries within the forum state. 592 U.S. at 355. In concluding that Ford’s conduct “related to” the plaintiffs’ product-liability claims, the Court relied on the strong “relationship among the defendant, the forum, and the litigation”—the “essential foundation” of specific jurisdiction. *Id.* at 353 (quoting *Helicopteros*, 466 U.S. at 414).

Here, in contrast, Hollingsworth alleges no injury “arising out of or relating to”² the Qunol products sold or marketed in Oregon. Rather, he was allegedly injured by the intentional “misrepresentations” of his nominal employer—an entity that Defendants did not own (directly or indirectly), control, or even contract with. (Resp. 14, 28; Quten Decl. ¶¶ 6–7, 11; Chattem Decl. ¶¶ 6–7, 10; sanofi-aventis Decl. ¶¶ 4–5.) Nor did those third-party representations relate to Qunol products; appearing in internal employment documents and pay stubs, they solely address Hollingsworth’s employment relationship with DRVM. (*E.g.*, Compl. ¶¶ 39, 44, 50, 106.) This is a far cry from *Ford*—where jurisdiction rested on in-state marketing of the very vehicle models that allegedly caused in-state injuries. *See* 592 U.S. at 365. Indeed, Defendants are aware of no case recognizing specific jurisdiction over common-law fraud claims where the forum-related activity was something other than representations (or other conduct) constituting the alleged fraud. *See generally Bates v. Bankers Life & Cas. Co.*, 993 F. Supp. 2d 1318, 1336 (D. Or. 2014), *aff’d*, 716 F. App’x 729 (9th Cir. 2018) (holding that “clearly alleged” liability for fraud in inducing the plaintiffs to enter insurance contracts “does not arise out of” Defendants’ forum-related contacts of insurance “claims-handling activities”); *cf. also, e.g., Rivera v. Bally’s Park Place, Inc.*, 798 F. Supp. 2d 611, 616–18 (E.D. Pa. 2011) (ruling that “advertising and promotional contacts” by a New Jersey casino in Pennsylvania was insufficient for a Pennsylvania court to exercise either specific or personal jurisdiction where those contacts were not connected to the plaintiff’s personal-injury claim).³

² Whereas *Ford* addresses the “relates to” part of this due-process requirement, the Complaint also fails to satisfy the “arising out of” part, which requires actual “but for” causation amounting to “a direct nexus” between the action and defendants’ forum contacts. *Yamashita* 62 F.4th at 504.

³ *Cf. Ford*, 592 U.S. at 352–53 (holding that “systematically” serving state markets by advertising “for the very vehicles” that allegedly “malfunctioned and injured [the plaintiffs] in those States” related to product-liability claims); *see generally Alhathloul v. DarkMatter Grp.*, 795 F. Supp. 3d

Making its defense of specific jurisdiction less adequate still, the Response identifies no factual allegation or evidence that defendants sanofi-aventis and Chattem sold or marketed Qunol products in Oregon at the time of his employment. Though Hollingsworth refers to a 2023 press release announcing sanofi-aventis’s acquisition of the Qunol brand (Hollingsworth Decl. Ex. 34), the Complaint alleges that sanofi-aventis “acquired Quten Research Institute LLC” (Compl. ¶ 95) and that *Quten*—not Chattem or sanofi-aventis—was “the distributor of the Qunol products he demonstrated” (*id.* ¶¶ 62, 78; *see also* Chattem Decl. ¶ 5). And Hollingsworth’s sole support for claims that Defendants (including Quten) engaged in Qunol marketing are (1) allegations that *separate* entities purchased by the “Sanofi structure” were “associated” with unspecified “marketing, branding, or intellectual property” (Compl. ¶ 98; *id.* Ex. A, Table 3); and (2) purported search results for Nevada records identifying Chattem as a “manager” during the relevant period for two “IP-related” limited-liability companies (Hollingsworth Decl. Exs. 7, 9) and another LLC with an unspecified business (*id.*, Ex. 6; *see* Resp. 14). None of that ties Defendants to Qunol marketing in Oregon, let alone to Hollingsworth’s claims.

Failing his *prima facie* burden, Hollingsworth offers no connection between Defendants’ Oregon contacts and his employment-related fraud claims. Treating selling or marketing of Qunol products as a jurisdictional basis for these unconnected legal claims would be equivalent to finding general jurisdiction in Oregon—contrary to the protections of due process and settled law. *See Yamashita*, 62 F.4th at 504; *see also Cox*, 166 F. 4th at 1179 (explaining that the plaintiff bears the *prima facie* burden to show his claim arises out of or relates to the defendant’s forum-related activities to satisfy principles of due process).

1253, 1278 (D. Or. 2025) (noting that the purposeful-direction test for intentional torts requires an intentional act aimed at the forum state that causes harm “that the defendant knows is likely to be suffered in the forum state”).

2. The Response Identifies No Basis for Specific Jurisdiction Under Plaintiff's Alter-Ego Theory and Abandons His Conclusory Allegations that Defendants "Controlled" DRVM.

Hollingsworth is equally unable to support a *prima facie* case of specific jurisdiction for purposes of alter-ego liability. As Defendants' opening brief explained, courts applying Oregon law are "extremely reluctant to disregard the corporate form" absent "exceptional circumstances." *City of Salem v. H.S.B.*, 733 P.2d 890, 894 (Or. 1987) (en banc). They recognize an alter-ego relationship for jurisdictional purposes only with pleading and proof that the defendant exercised actual control over a related entity (usually a subsidiary), engaged in misconduct toward that entity, and thereby prevented the plaintiff from collecting on an entity-owed liability or debt. *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). Allegations about selling or marketing Qunol products in Oregon make no dent in this standard. Ordinary transactions cannot erase distinctions between unrelated companies or otherwise allow Hollingsworth to impute the Oregon contacts of other entities to Defendants.

Hollingsworth's other arguments defending vicarious jurisdiction are just as inadequate. Without mentioning his alter-ego theory at all,⁴ Hollingsworth purports to attribute the Oregon-based conduct of DRVM and other entities to Defendants by referring to all of them as a single "enterprise." The Response asserts, for example, that:

- Hollingsworth worked "within a *product enterprise* [that was] acquired and integrated into the Sanofi corporate structure in 2023" and during a period when the "intellectual property entities" related to Quten's products "were transferred into Chattem- and Sanofi-managed

⁴ To the extent Hollingsworth offers these arguments to support personal jurisdiction without alter-ego liability, they fail for the same reasons. The Response offers no legal basis for imputing any jurisdictional contact of DRVM or other entities to any Defendant.

structures.” (Resp. 14 (emphasis added); *see also id.* at 15, 18);

- “DRVM’s subsequent nationwide registration and expansion during active proceedings . . . confirms that the jurisdictional analysis *properly focuses on enterprise-level commercial activity*” (*id.* at 14 (emphasis added)); and
- “The same retail demonstration enterprise continued active in-store marketing operations in Oregon during” Hollingsworth’s two-month employment (*id.* at 16).

Yet all this manages to describe is the arms-length purchase of a national product brand and later purchases of some Nevada-registered LLCs “associated” with the brand’s digital marketing or intellectual property—*transactions not even involving DRVM*. And beyond that, Hollingsworth offers just an unauthenticated LinkedIn page touting the unspecified role of a “Mike Boutros” in Quten “sales and marketing.” (*Id.* at 19 (citing Hollingsworth Decl. Ex. 26); *cf.* Quten Decl. ¶ 8 (establishing that Maged Boutros never served as a Quten officer).)⁵

Measured against the strict requirements of alter-ego liability, this is a jurisdictional “so what?” Hollingsworth’s jargon about “product enterprises” and “managerial hubs” addresses none of the elements of alter-ego liability. Nor are those elements addressed by anything else in the Response. Having failed to allege that Defendants and DRVM are related companies, failed to rebut evidence that Defendants had no contract with DRVM and played no role in its internal operations or management, and failed to defend any of the conclusory allegations of control in his Complaint—the supposed basis for bringing Defendants into this lawsuit—Hollingsworth cannot sue Defendants in Oregon based on employment documents issued by DRVM. Due process requires suit-related contacts between Oregon and Defendants themselves. *See, e.g., Bates v.*

⁵ Hollingsworth speculates that Maged Boutros and Mike Boutros are the same individual. (*See* Compl. ¶ 47.)

Bankers Life & Cas. Co., 993 F. Supp. 2d 1318, 1336 (D. Or. 2014), *aff'd*, 716 F. App'x 729 (9th Cir. 2018) (rejecting specific jurisdiction under alter-ego theory alleging the defendant's tight control over every aspect of another company's business as "far short" of establishing the necessary disregard for corporate formalities *even in the context of a parent-subsidary relationship*). (See also *infra* Part I.B.4 (collecting cases and addressing failure to allege remaining elements of alter-ego liability).)

3. The Response Fails to Address Specific Jurisdiction over Plaintiff's Successor-Liability "Claim" or Identify Any Suit-Related Contacts Between Defendants and Oregon.

The same lack of any suit-related conduct precludes specific jurisdiction over Hollingsworth's allegations of successor liability. As discussed in Defendants' opening brief, this theory of liability—it is not an independent claim—rests on allegations lacking any connection to Oregon: the purported purchases by a non-resident Defendant (or subsidiary) of Nevada-based limited-liability companies. Indeed, the Complaint alleges no suit-related (or other) conduct even by those purchased companies, and no basis for imputing such conduct (even had it been alleged) to a Defendant purchaser. (See Defs.' Mot. to Dismiss 27; *United States v. Bennett*, 621 F.3d 1131, 1137 (9th Cir. 2010)); see also *infra* Part I.B.5.)

Disputing none of that, Hollingsworth cannot dispute the absence of specific jurisdiction. That a Defendant sold or marketed Qunol products in Oregon has nothing to do with this—or any other—claim asserted in the Complaint. Because the Court lacks general or specific jurisdiction over Defendants, they must be dismissed from this suit. See, e.g., *Ford*, 592 U.S. at 359; *Walden*, 571 U.S. at 283–84, 283 n.6.

4. Hollingsworth Is Not Entitled to Jurisdictional Discovery into Baseless Theories About Multi-Entity Conspiracies.

Hollingsworth's alternative request for jurisdictional discovery should also be rejected.

Notwithstanding their broad discretion, courts consistently refuse to permit jurisdictional discovery where the plaintiff fails to explain how it “might demonstrate that [non-resident defendants] are subject to personal jurisdiction in Oregon.” *A.B. v. Hilton Worldwide Holdings Inc.*, 484 F. Supp. 3d 921, 934 (D. Or. 2020) (quoting *Pebble Beach Co. v. Caddy*, 453 F.3d 1151, 1160 (9th Cir. 2006)). That is precisely the case here. Allowing the proposed fishing expedition into amorphous topics like the “[s]cope and implementation of the 2023 acquisition and integration,” or the “[g]overnance and approval of 2024 IP transfers,” or the “[c]ustody and control of payroll and [relevant] enterprise records” (Resp. 20–21) would merely prolong this frivolous attempt to manufacture jurisdiction over Defendants from the employment-related statements of an independent company. The “related to” standard examined in *Ford*—Hollingsworth’s sole support for this effort—“does not mean anything goes.” *Ford*, 592 U.S. at 362.

B. The Response Identifies No Factual Allegation of Wrongdoing by Defendants and No Facially Plausible Basis for Relief.

The Court should also reject Hollingsworth’s claims against Defendants on the merits. As the Response only confirms, all claims in Hollingsworth’s Complaint rest on the purported misidentification of his employer. (*See generally* Compl.) Yet Hollingsworth concedes that the relevant representations and “half-truths” came from DRVM, not Defendants. Hollingsworth points to no factual allegation suggesting that DRVM’s statements are false (let alone harmful). And having abandoned his conclusory allegations of control, Hollingsworth offers no support at all for his theory that Defendants made DRVM their alter ego or bear any other kind of vicarious liability. This remains a convoluted case about nothing. All claims against Defendants should be dismissed.

1. The Response Confirms that Hollingsworth’s Fraud Claim Alleges No Representation by Defendants—a Sufficient Basis for Dismissal—and Also Fails to Plausibly Plead the Other Elements of Fraud.

No representation. The Response confirms that Hollingsworth’s fraud claim fails to plausibly allege any element of fraud. Responding to the threshold problem that he has alleged no representation by Defendants, Hollingsworth *agrees*. The Response concedes both that Hollingsworth’s fraud claim rests on representations in his employment documents (like “onboarding documents” and paystubs) (Resp. 2–3, 22–23) and that “DRVM made [those] employer-identity representation[s]” (*id.* at 28). That ends the analysis: no alleged misrepresentation, no plausible allegation of fraud. Hollingsworth’s common-law fraud claim fails for this reason alone. *See Bell Atl. Corp. v. Twombly*, 550 U.S. 544, 570 (2007) (equating facial plausibility with factual content supporting reasonable inference of liability); *Musgrave v. Lucas*, 238 P.2d 780, 784 (Or. 1951)) (explaining that pleading fraud under Oregon law requires allegations of a false representation); *cf. Bridge v. Phoenix Bond & Indem. Co.*, 553 U.S. 639, 649–50 (2008) (addressing the specific statutory language prohibiting participation in a pattern of mail fraud under the Racketeer Influenced and Corrupt Organizations Act (“RICO”)) (cited by Hollingsworth).⁶

No falsity. The Response also confirms that the purported misrepresentations are correct. Claiming otherwise, Hollingsworth mainly repeats his allegation that the temporary lapse of DRVM’s business registration in Oregon extinguished its status as his employer. (Resp. 23). But that revocation was cured *retroactively* upon reinstatement in April 2025 (*see* Compl. ¶¶ 43, 113,

⁶ Hollingsworth’s recitals that Defendants’ “coordinated participation in maintaining a misleading structure” can substitute for an alleged misrepresentation (Resp. 25) are unsupported by Oregon law, improperly refer to evidence outside the pleadings, and describe no coordinated conduct between Defendants and DRVM (*see also infra* Part I.B.3–4).

122), *see* Or. Rev. Stat. § 67.7665(3); and a lapsed registration could not dissolve DRVM or provide any basis for extinguishing its legal obligations as an employer regardless, 29 U.S.C.A. § 203(g) (defining “[e]mploy” as “includ[ing] to suffer or permit to work”); Or. Rev. Stat. § 653.010 (same).⁷ That leaves Hollingsworth to rest his entire theory of employer-misidentification—and, indeed, his entire case—on the vague objection that “DRVM lacked independent operational substance.” (Resp. 23). But in addition to being pleaded without the required particularity, this lack-of-operational-substance theory contradicts a host of alleged facts, including that DRVM paid him wages and wage penalties, is defending his employment-related claims in an ongoing arbitration, and identified a CFO in administrative proceedings. (Compl. ¶¶ 130, 138; Compl. Ex. G, Dkt. 2, at 43.) Indeed, these allegations plead Hollingsworth out of court. He cannot state a plausible claim for fraud with factual allegations suggesting that the challenged statements are *true*.

No material reliance. The Response also fails to identify any sufficient pleading of reliance. While insisting that Hollingsworth relied on employer-identity statements by accepting employment (Resp. 26), the Response never explains how Hollingsworth could depend on materials consulted *after* his employment ended (*see* Compl. ¶¶ 38–64; *see also* Defs.’ Mot. to Dismiss 20). While insisting that Hollingsworth relied by directing his wage demands to DRVM (Resp. 26), the Response fails to account for allegations that contact information provided by DRVM led to additional wage-related payments and arbitration (*e.g.*, Defs.’ Mot. to Dismiss. 21; Compl. ¶ 174). And while the Response asserts for the first time that Hollingsworth relied on “employer-identity representation[s]” in signing the arbitration agreement and arbitrating against

⁷ *See also Real v. Driscoll Strawberry Assocs., Inc.*, 603 F.2d 748, 754 (9th Cir. 1979) (explaining that courts use an expansive interpretation of the definitions of “employer” and “employee” under the Fair Labor Standards Act).

DRVM (Resp. 26), that assertion is entirely unsupported. Not only does the Complaint plead no arbitration-related reliance or claim for fraudulent inducement (Compl. ¶¶ 171, 174), but it discloses that Hollingsworth is judicially estopped from challenging the basis for his successful petition to compel arbitration against DRVM (*see generally* Compl. Ex. F), *see, e.g., Hamilton v. State Farm Fire & Cas. Co.*, 270 F.3d 778, 782 (9th Cir. 2001) (explaining that a party may not “gain[] an advantage by asserting one position, and then later seeking an advantage by taking a clearly inconsistent position”).⁸

Hollingsworth’s arguments confirm that his Complaint is entirely theoretical. While building an entire case on the supposedly detrimental consequences of a misidentified employer, Hollingsworth never explains what he would have done differently had employment documents “correctly” stated his employer’s name. *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”).

No harm. The Response fares no better at identifying the necessary fraud-related injury. The problem, as Defendants’ opening brief explained, is that Hollingsworth’s only allegation of concrete injury (“delays in wage payments”) simultaneously bears no apparent connection to DRVM’s representations about employer identity and is the subject of a Hollingsworth-compelled arbitration. Addressing neither deficiency, the Response vaguely attributes the alleged “delay in wage recovery” to a “coordinated structure”; it then regurgitates a list of purported harms ranging from Hollingsworth’s “increased investigative and litigation costs,” to the “fragmentation of

⁸ *See generally Affiliated Ute Citizens of Utah v. United States*, 406 U.S. 128 (1972) (addressing fraud under the Securities Exchange Act and only allowing a presumption of reliance in an “omissions” case, not a case of alleged affirmative misrepresentation, and holding materiality is still required) (also cited by Hollingsworth).

employer identity” across forums, to his inability to bring Defendants into his arbitration or “Taxpayer First Act” proceedings. (Resp. 32.) This is just a long way of saying that no injury exists: in a system where even prevailing parties pay their own way, Hollingsworth cannot manufacture harm by burdening Defendants with frivolous filings in different forums and then complaining about his own expenses. (Indeed, this court rejected the same alter-ego and employer-identity arguments that Hollingsworth asserts here in denying his petition to compel arbitration against Defendants. (*See* Compl. Ex. F.)) Not pleaded with particularity (*see* Compl. ¶ 176), not attributable to the alleged misrepresentation, and not cognizable under any cited authority, the harms alleged by Hollingsworth cannot plausibly allege fraud.⁹ *See generally Steel Co. v. Citizens for a Better Env't*, 523 U.S. 83, 107 (1998) (explaining “a plaintiff cannot achieve standing to litigate a substantive issue by bringing suit for the cost of bringing suit”); *cf. Lujan v. Defs. of Wildlife*, 504 U.S. 555, 573 (1992) (finding no standing where the relief sought would benefit the plaintiff “no more directly and tangibly” than the public); *TransUnion LLC v. Ramirez*, 594 U.S. 413, 424 (2021) (limiting standing to concrete injuries with some “close historical or common-law analogue” and finding an “informational injury” without “downstream consequences” insufficient).

2. The Response Concedes that Hollingsworth’s Fraudulent-Concealment Claim Rests on Statements by DRVM, Not Defendants.

Like his fraud claim, Hollingsworth’s fraudulent-concealment claim fails because the

⁹ The purported injuries addressed in Hollingsworth’s “continuing concealment” (Resp. 27) and standing (*id.* at 9–14) discussions are deficient for the same reasons. Nor can Hollingsworth rely on extrinsic evidence like arbitration documents to oppose Defendants’ motion for failure to state a claim under Rule 12(b)(6). (Resp. 9–14, 27 (citing Hollingsworth Decl. Ex. 33).) *Cooper v. Pickett*, 137 F.3d 616, 622 (9th Cir. 1998) (“In ruling on a motion to dismiss, a district court generally ‘may not consider any material beyond the pleadings.’” (quoting *Branch v. Tunnell*, 14 F.3d 449, 453 (9th Cir. 1994))).

Complaint alleges no falsity, reliance, or harm—and because the “fraudulent concealment” attributed to Defendants similarly rests on representations made by a different company. Oregon law generally imposes no duty to disclose absent a special relationship between the parties. (Def.’s Mot. to Dismiss 23 (citing *Cohen v. Subaru of Am., Inc.*, No. 120CV08442JHRAMD, 2022 WL 714795, at *22 (D.N.J. Mar. 10, 2022) (analyzing Oregon law)).) Claiming no such relationship here, Hollingsworth asserts that a duty arose from partial representations that were misleading in the absence of additional facts. (Resp. 23–24.) But the only “affirmative representations” that he identifies are DRVM’s statements about employer identity “in onboarding documents and an arbitration agreement.” (*Id.* 24.) This is not a basis for liability against *Defendants*. No pleaded fact suggests even that Defendants had access to the “concealed” information. (Compl. ¶¶ 178–82 (referring to 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).)

Another version of his failed fraud claim, Hollingsworth’s fraudulent-concealment claim fails for all the same reasons. Both claims should be dismissed.

3. The Response Confirms that Hollingsworth’s Civil-Conspiracy Claim Pleads No Meeting of the Minds Involving Defendants.

Hollingsworth’s civil-conspiracy claim is less plausible still. Recognizing that “civil conspiracy” is not an independent cause of action, the Response contends that Hollingsworth has alleged conduct from which a conspiracy to tortiously misidentify his employer can be inferred. It then argues that his allegations of “coordinated conduct” and “parallel acts” are sufficient because no express agreement to commit fraud is required. (Resp. 28–29.) That argument is mistaken. The law is well-established that pleading a conspiracy to commit fraud requires Hollingsworth to allege facts showing “a meeting of minds” between Defendants and DRVM (among others) to misidentify

his employer identity—and beyond that, to plead the who, what, where, and when of that mutual understanding. (*See* Defs.’ Mot. to Dismiss 24–25.)¹⁰ And far from rebutting that standard, the Response offers just one case about preemption under the Clean Air Act (Resp. 28–29 (citing *In re Volkswagen “Clean Diesel” Mktg., Sales Pracs., & Prods. Liab. Litig.*, 959 F.3d 1201, 1214–15 (9th Cir. 2020)), another about coordinated fraudulent conduct under the federal RICO statute (*id.* at 29 (citing *Grimmett v. Brown*, 75 F.3d 506, 510–11 (9th Cir. 1996)), and the Supreme Court’s opinion in *Twombly*—which held that “parallel conduct does *not* suggest [a] conspiracy, and a conclusory allegation of agreement at some unidentified point does *not* supply facts adequate to show illegality,” 550 U.S. at 556–57 (emphasis added) (Resp. 29). None of that allows bare assertions of coordination to stand in for specific allegations that Defendants agreed to misrepresent a material fact.

Nor does the Response identify any such factual allegations. As Defendants have shown, the Complaint’s assertions that “[t]he agreement is evidenced by shared addresses, identical officers, coordinated entity formations and reinstatements, unified payroll inputs, and synchronized corporate activity” attribute no particular conduct to *Defendants*, let alone plead any fraud-related “meeting of the minds.” (Compl. ¶ 187.) And unable to offer anything else, the Response announces that conduct consisting of two purchases of a Qunol-related limited-liability company by Chattem’s subsidiary (Resp. 30)¹¹ and possibly Defendants’ non-appearance in other

¹⁰ *See Oregon Laborers-Employers 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) (stating pleading requirements for civil conspiracy); *Yanney v. Koehler*, 935 P.2d 1235, 1238–39, 272–75 (Or. Ct. App. 1997) (explaining that “vague and conclusory allegations [are] insufficient to plead meeting of minds”); *Smith v. U.S. Bank, N.A.*, No. 10-3077-CL, 2011 WL 2470100, at *15 (D. Or. Apr. 22, 2011), *report and recommendation adopted*, 2011 WL 2469729 (D. Or. June 20, 2011) (recognizing application of Rule 9(b)).

¹¹ In doing so, Hollingsworth again improperly relies on extrinsic evidence. (Resp. 30 (citing Hollingsworth Decl. Exs. 2, 4).) *Cooper*, 137 F.3d at 622.

Hollingsworth-filed proceedings (*id.* at 31) is “only rational” if Defendants, together with DRVM, AMJ Services, and Basil Management Trust, “maintained DRVM as the outward-facing employer while enterprise control and assets moved upstream” and while “enterprise assets, IP, and product governance” were consolidated (Resp. 29). Whatever that means, it does *not* suggest any meeting of the minds to deceive Hollingsworth. Indeed, this defense of Hollingsworth’s conspiracy claim fails to identify any allegation of affirmative conduct by any Defendant. (*Id.* 28–32.)) And setting all other deficiencies aside, Hollingsworth has still failed to allege any underlying misrepresentation, reliance, or injury. (*See supra* Part I.B.1.)

The Response confirms, in short, that Hollingsworth’s civil-conspiracy claim is another frivolous attempt to plead fraud without alleging that Defendants made any fraudulent statement. Insufficient under Rules 8 and 9(b) both, this facially implausible claim should be dismissed. *See Smith*, 2011 WL 2470100, at *15 (dismissing civil-conspiracy theory for fraudulent misrepresentation as failing to satisfy Rule 9(b)’s heightened pleading, unable to “stand without the underlying” fraud, and failing to identify which defendants are alleged “to have participated in the conspiracy or the factual basis which supports the theory”); *cf. Bridge*, 553 U.S. at 656 (addressing first-party reliance requirement under the federal RICO statute, as distinguished from a common-law fraud claim) (cited by Plaintiff). (*See also* Resp. 32 (describing generalized, non-cognizable “[r]esulting [h]arm”).)

4. The Response Confirms that Hollingsworth’s Alter-Ego “Claim” Has No Factual Basis.

Hollingsworth’s alter-ego “claim” fails for similar reasons. As discussed, this theory requires Hollingsworth to plead with particularity that Defendants exercised sufficient control to render DRVM a mere instrumentality. *Acrymed*, 317 F. Supp. 2d at 1214. But discarding his conclusory recitals of control, the Response rests this extraordinary request for relief on facially

irrelevant allegations: (1) that “a nationwide retail demonstration workforce” promoting Qunol and Zena products has continued to operate “interchangeably under MK Marketing, DRV Demo, and DRVM”—*entities with no alleged relationship to Defendants* (Resp. 33); (2) that Hollingsworth’s pay documents incorporated product-sales commissions into his hourly wage entries (*id.* at 33–34); and (3) that Zena’s president co-founded Quten (Compl. ¶ 63) and co-defendant Steve Dickert serves as the CFO of DRVM and the Trustee of Basil Management Trust (Resp. 32–24).¹² These claims have almost nothing to do with Defendants, let alone the kind of total disregard for corporate formalities that can make alter egos of related companies (usually a corporate parent and its subsidiary). Hollingsworth has pleaded an empty label, not a plausible basis for relief. *See Brown v. Serv. Grp. of Am., Inc.*, No. 3:20-CV-02205-IM, 2022 WL 43880, at *1 (D. Or. Jan. 5, 2022), *aff’d*, No. 22-35107, 2022 WL 16958933 (9th Cir. Nov. 16, 2022) (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”). (*See also* Defs.’ Mot. to Dismiss 25–27 (collecting cases).)

Hollingsworth’s assertion that he has satisfied the second element of alter-ego liability is just as baseless. Rather than identify any allegation of improper control or misconduct toward DRVM by *Defendants*, the Response identifies the relevant misconduct as the misidentification of employer status by *DRVM*. (Resp. 24, 34–35.) *See Acrymed*, 317 F. Supp. 2d at 1214. This is like

¹² Hollingsworth makes additional claims based on extrinsic materials (Resp. 32–24), including the declaration of someone who fails to identify her position or employer but asserts that MK Marketing, DRV Demo, and DRVM “were used interchangeably in workforce operations” (Resp. 33), DRVM discovery responses from the arbitration (Hollingsworth Decl. Ex. 33), and records search results suggesting that Basil Management Trust transferred MAK Media, MAK Nutrition, and MAK Digital to the “the Sanofi/Chattem structure” (Hollingsworth Decl. Exs. 2–4). Even were these extrinsic materials properly considered in opposition to Defendants’ is 12(b)(6) motion (and they are not), they identify no actual control by Defendants over DRVM.

saying DRVM is the alter ego of DRVM. Nor can employer-identity statements amount to misconduct when the Complaint’s factual allegations suggest they are *true*. (*See supra* Part I.B.1.) None of Defendants’ alleged conduct remotely resembles the commingling of assets, evading taxes, providing inadequate capitalization, or “milking a subsidiary” through excessive dividends that can constitute misconduct toward an alter ego. *See State ex rel. Neidig v. Superior Nat. Ins. Co.*, 173 P.3d 123, 137–38 (Or. 2007).

Addressing alter-ego liability’s final requirement—that Defendants’ conduct resulted in Hollingsworth’s inability to collect a debt or liability from DRVM, *Acrymed*, 317 F. Supp. 2d at 1214—the Response misses the point entirely. Its assertion that misconduct left Hollingsworth unable to compel arbitration *against other entities* says nothing about *DRVM’s* “inability” to pay a liability or debt. (Resp. 35.) And arguments that DRVM’s “limited operational authority” and “limited document” control in arbitration proceedings delayed or impaired Hollingsworth’s wage recovery rest on extrinsic evidence, not the Complaint. (Resp. 35 (citing Hollingsworth Decl. Ex. 33).) Worse yet, Hollingsworth wants to invoke an extraordinary remedy (veil-piercing) by collaterally attacking the exclusive remedy (arbitration) that he himself has compelled. (*See* Resp. 34–35.) It would be hard to conceive of a less plausible basis for this relief of last resort. *See Amfac Foods, Inc. v. Int’l Sys. & Controls Corp.*, 654 P.2d 1092, 1100 (Or. 1982) (explaining that piercing the corporate veil is “an extraordinary remedy which exists as a last resort, where there is no other adequate and available remedy to repair plaintiff’s injury”) (cited by Hollingsworth).

Both legally incoherent and factually baseless, Hollingsworth’s alter-ego allegations state no basis for relief against Defendants. All claims based on this assertion of vicarious liability should be dismissed. *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’ any “other adequate and available remedy”).

5. The Response Confirms that Hollingsworth’s Successor-Liability Claim Misunderstands Successor Liability.

Hollingsworth’s final claim is just as frivolous. To defend conclusory allegations that “successor liability” arises from Defendants’ purchase of “entities, intellectual property, and product-line companies” (Compl. ¶ 199), the Response first claims (partly based on extrinsic evidence) that certain limited-liability companies associated with Qunol products were transferred into “Chattem-related structures” during the period of his employment (Resp. 36–37 (citing Compl. Ex. A, Table 3; Hollingsworth Decl. Exs. 1–9)). It concludes that successor liability is plausible because the “commercial activity generating revenue for the enterprise” did not “cease or materially change” when these entities were purchased—in other words, that such liability is plausible because DRVM’s demonstration of Qunol and non-Qunol products continued over Hollingsworth’s two-month employment period “uninterrupted.”¹³ (*Id.* at 37 (citing *Golden State Bottling, Inc. v. Nat’l Lab. Rels. Bd.*, 414 U.S. 168, 182–85 (1973); *Atchison, Topeka & Santa Fe v. Brown & Bryant, Inc.*, 159 F.3d 358, 364 (9th Cir. 1998).)

This is not how successor liability works. Apart from all other deficiencies in these allegations, they overlook that liabilities of an acquired company cannot automatically be imputed to its purchaser, much less to a purchaser’s parent or subsidiary or some unrelated company. *See United States v. Bestfoods*, 524 U.S. 51, 61 (1998); *see also Ranza v. Nike, Inc.*, 793 F.3d 1059,

¹³ To the extent Hollingsworth means to base this claim on *Quten’s* pre-acquisition liabilities (Compl. ¶ 200), it fails because that acquisition predated his employment with DRVM.

1070 (9th Cir. 2015).¹⁴ And even if that were not the case, the Complaint fails to plausibly allege that any acquired company owed a pre-existing debt or liability to Hollingsworth. Successor liability, in short, is a misnomer. Pleading neither a Defendant-successor nor any underlying liability, Hollingsworth’s successor liability “claim” is facially implausible and must be dismissed. *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” (citation modified)).

6. Hollingsworth Should Not Be Permitted to Replead Frivolous Claims.

That Hollingsworth’s claims are frivolous warrants not just dismissal but also the denial of his Rule 15(a) request to amend the Complaint. Amendment is not permissible if the amended pleading would also fail to state a plausible claim for relief. *Eagle Star Rock Prods. LLC v. PCC Structural, Inc.*, 756 F. Supp. 3d 1062, 1085 (D. Or. 2024). Yet Hollingsworth has proposed no “new facts or legal theories” that could support liability against Defendants here. *Gardner v. Martino*, 563 F.3d 981, 991 (9th Cir. 2009). And having pleaded himself out of court—basing his claims on the accurate statements of another company—Hollingsworth has made any amendment futile. A plaintiff may not resuscitate failed claims by directly contradicting allegations and admissions in the same proceedings. *See Airs Aromatics, LLC v. Victoria’s Secret Stores Brand Mgmt., Inc.*, 744 F.3d 595, 600 (9th Cir. 2014); *Russell v. Rolfs*, 893 F.2d 1033, 1037 (9th Cir. 1990).

¹⁴ *See also Cerner Middle E. Ltd. v. Belbadi Enters. LLC*, 472 P.3d 299, 303 n.6 (Or. Ct. App. 2020) (“In Oregon, the doctrine of corporate veil piercing applies to LLCs in the same way that it does to corporations.” (quoting *Sterling Savings Bank v. Emerald Dev.*, 338 P.3d 719, 735 (Or. Ct. App. 2014))).

Notwithstanding the liberality of Rule 15, the Response provides “no basis to allow an amendment” by Hollingsworth. *See Gardner*, 563 F.3d at 991. His failure across over 270 pages of filings to identify any factual or legal basis for his claims warrants dismissal with prejudice, not an invitation to file more.

II. CONCLUSION

This remains a complaint about nothing—with no meaningful connection to any Defendant. Defendants should be dismissed from this suit for lack of personal jurisdiction or, in the alternative, because the Complaint fails to state any plausible claim against them. Hollingsworth’s unsupported requests for additional jurisdictional discovery and leave to replead his futile claims should also be denied.

Dated: March 18, 2026

/s/ Helen E. Tuttle

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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: March 18, 2026

By: /s/ Helen E. Tuttle