

UNITED STATES DISTRICT COURT FOR THE DISTRICT OF OREGON

Brent Jason v. Adobe, Inc. and Does 1-10

Jason v. Adobe · No. 3:23-cv-01432-AN · Decided March 31, 2026

SUMMARY

The United States District Court for the District of Oregon granted Adobe, Inc.’s motion to dismiss Brent Jason’s second amended complaint. The court held that Jason failed to adequately plead diversity jurisdiction and failed to state viable claims for breach of contract, disability discrimination, or retaliation, while several claims were time-barred. The action was dismissed with prejudice and without leave to amend.

CASE DETAILS

COURT	United States District Court for the District of Oregon
WRITING FOR THE COURT	Adrienne Nelson
JURISDICTION	United States District Court for the District of Oregon
DECIDED	March 31, 2026
DOCKET	3:23-cv-01432-AN
DISPOSITION	dismissed
PROCEDURAL POSTURE	Defendant moved under Federal Rule of Civil Procedure 12(b)(6), and on jurisdictional grounds, to dismiss plaintiff's second amended complaint. The court granted the motion and dismissed all claims with prejudice and without leave to amend.
STANDARD OF REVIEW	On a Rule 12(b)(6) motion, the court accepts well-pleaded factual allegations as true, draws reasonable inferences in the plaintiff's favor, and determines whether the complaint states a facially plausible claim. Legal conclusions and conclusory allegations need not be accepted. For diversity jurisdiction, the party invoking jurisdiction bears the burden of pleading and proving complete diversity and an amount in controversy exceeding \$75,000; dismissal is proper when it is legally certain that the jurisdictional amount cannot be met.
PRECEDENTIAL VALUE	unpublished
PARTIES	Brent Jason v. Adobe, Inc., Does 1-10

TOPICS

motions to dismiss

subject matter jurisdiction

civil procedure

breach of contract

ada / disability

PRACTICE AREAS

civil procedure

subject matter jurisdiction

employment law

breach of contract

disability discrimination

QUESTIONS PRESENTED

1. Whether the second amended complaint adequately pleaded diversity jurisdiction under 28 U.S.C. § 1332.
2. Whether the second amended complaint stated plausible claims for relief under Federal Rule of Civil Procedure 12(b)(6).
3. Whether the alleged retaliation claim was barred by the applicable statute of limitations.
4. Whether the alleged breach-of-contract claims pleaded the existence and relevant terms of a contract, plaintiff's performance, defendant's breach, and resulting damages.
5. Whether the alleged Oregon disability-discrimination claim pleaded a qualifying disability, a causal connection between the disability and an adverse employment action, and the ability to perform essential job functions with or without reasonable accommodation.
6. Whether further amendment would be futile and dismissal should therefore be with prejudice and without leave to amend.

HOLDINGS

1. The second amended complaint failed to establish diversity jurisdiction because it did not affirmatively allege the citizenship of plaintiff and Adobe or facts showing that the amount in controversy exceeded \$75,000.
2. The retaliation claim under Oregon Revised Statutes § 659A.109 was time-barred because it was subject to a one-year limitations period and was filed more than one year after plaintiff's alleged termination.
3. The breach-of-contract claims failed because plaintiff did not identify the relevant contractual terms, allege full performance of his obligations, or adequately allege defendant's breach and resulting damages.
4. The disability-discrimination claim under Oregon Revised Statutes § 659A.112 failed because plaintiff did not allege that his attention deficit disorder substantially interfered with a major life activity, that the adverse employment action was causally connected to the disability, or that he could perform the essential functions of his job with or without reasonable accommodation.
5. Further amendment would be futile, so dismissal was properly entered with prejudice and without leave to amend.

KEY QUOTATIONS

“Adequately pleading diversity jurisdiction requires the complaint to contain allegations that (1) the parties are citizens of different states, and (2) the amount in controversy exceeds \$75,000.”

“To “state a claim for breach of contract under Oregon law, a ‘plaintiff must allege [1] the existence of a contract, [2] its relevant terms, [3] plaintiff’s full performance and lack of breach and [4] defendant’s breach resulting in damage to plaintiff.’””

“These shortcomings are fatal to plaintiff’s claim of disability discrimination.”

FACTUAL BACKGROUND

Plaintiff, a California-licensed attorney, alleged that he was mistreated while working as an in-house attorney for Adobe. His second amended complaint asserted claims involving alleged workplace harassment, disability discrimination, retaliation, breach of employment-related contract terms, travel reimbursement, tax withholding, 401(k) benefits, intentional infliction of emotional distress, and negligent infliction of emotional distress. The complaint identified approximately \$2,000 in travel reimbursement damages, along with large demands for emotional-distress and punitive damages, but did not provide factual support for those additional damages.

PROCEDURAL HISTORY

Jason filed the action on September 29, 2023, filed a first amended complaint on April 9, 2024, and filed a second amended complaint on March 5, 2025, after receiving leave to amend certain claims. The court had previously dismissed the first amended complaint's claims as time-barred, while allowing amendment to plead state-law disability discrimination and breach of contract. Adobe moved to dismiss the second amended complaint, and the court dismissed it for failure to establish diversity jurisdiction and failure to state a claim, declining to reach Adobe's additional arguments concerning sanctions, untimeliness, and pleading standards.

DISPOSITION

dismissed

CASES CITED

- Kokkonen v. Guardian Life Ins. Co. of Am., 511 U.S. 375, 377 (1994)
- Geographic Expeditions, Inc. v. Est. of Lhotka, 599 F.3d 1102, 1106 (9th Cir. 2010)
- St. Paul Mercury Indemnity Co. v. Red Cab Co., 303 U.S. 283, 292 (1938)
- NewGen, LLC v. Safe Cig, LLC, 840 F.3d 606, 613-14 (9th Cir. 2016)
- Ashcroft v. Iqbal, 556 U.S. 662, 678 (2009)
- Bell Atl. Corp. v. Twombly, 550 U.S. 544, 556, 570 (2007)
- Daniels-Hall v. National Education Association, 629 F.3d 992, 998 (9th Cir. 2010)
- Wilson v. Hewlett-Packard Co., 668 F.3d 1136, 1140 (9th Cir. 2012)
- Starr v. Baca, 652 F.3d 1202, 1216 (9th Cir. 2011)
- Newcal Indus., Inc. v. Ikon Off. Sol., 513 F.3d 1038, 1043 n.2 (9th Cir. 2008)
- Jason v. Adobe, Inc., No. 3:23-cv-01432-AN, 2025 WL 72083, at *2-8 (D. Or. Jan. 10, 2025)
- Kanter v. Warner-Lambert Co., 265 F.3d 853, 857 (9th Cir. 2001)
- Bledsoe v. Facebook, No. 2:18-cv-2756-JAM-EFB, 2019 WL 4747645, at *1 (E.D. Cal. Sept. 30, 2019)

- Pachinger v. MGM Grand Hotel-Las Vegas, Inc., 802 F.2d 362, 364 (9th Cir. 1986)
- Gwaltney of Smithfield, Ltd. v. Chesapeake Bay Found., Inc., 484 U.S. 49, 65 (1987)
- Jackson v. Frank, No. C12-03975 HRL, 2012 WL 6096905, at *2 (N.D. Cal. Dec. 7, 2012)
- Anthony v. Security Pac. Fin. Servs., Inc., 75 F.3d 311, 315 (7th Cir. 1996)
- Blackthorne v. Posner, 883 F. Supp. 1443, 1459 (D. Or. 1995)
- Heiple v. Henderson, 229 Or. App. 693, 699, 215 P.3d 891, 894 (2009)
- Reaves v. Nexstar Broad., Inc., 327 F. Supp. 3d 1352, 1364 (D. Or. 2018)
- Arnett v. Bank of Am., N.A., 874 F. Supp. 2d 1021, 1029 (D. Or. 2012)
- Slover v. Oregon State Bd. of Clinical Soc. Workers, 144 Or. App. 565, 570, 927 P.2d 1098 (1996)
- Shan Twins, Inc. v. Wells Fargo Bank, N.A., No. 6:24-cv-00834-AA, 2024 WL 4136320, at *4 (D. Or. Sept. 10, 2024)
- Shur Med. Corp. v. U.S. Surgical Corp., No. CIV. 87-942-FR, 1988 WL 121271, at *5 (D. Or. Nov. 7, 1988)
- Huitt v. Optum Health Servs., 216 F. Supp. 3d 1179, 1187 (D. Or. 2016)
- Weaving v. City of Hillsboro, 763 F.3d 1106, 1112 (9th Cir. 2014)
- Ingram v. Pac. Gas & Elec. Co., 690 F. App'x 527, 529 (9th Cir. 2017)
- Wessels v. Moore Excavation, Inc., No. 03:14-cv-01329-HZ, 2014 WL 6750350, at *4 (D. Or. Dec. 1, 2014)
- Klamath-Lake Pharm. Ass'n v. Klamath Med. Serv. Bureau, 701 F.2d 1276, 1293 (9th Cir. 1983)
- Cal. Architectural Bldg. Prod. v. Franciscan Ceramics, 818 F.2d 1466, 1472 (9th Cir. 1987)
- Foman v. Davis, 371 U.S. 178, 182 (1962)
- Bonin v. Calderon, 59 F.3d 815, 846 (9th Cir. 1995)

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