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UNITED STATES DISTRICT COURT
DISTRICT OF IDAHO

ROBINSON, et al,

Plaintiffs,

v.

LABRADOR in his official capacity as
Attorney General of the State of Idaho; et
al.,

Defendants.

Case No. 1:24-cv-00306-DCN

**PLAINTIFFS' RESPONSE IN
OPPOSITION TO CENTURION,
LLC'S MOTION TO DISMISS**

ORAL ARGUMENT REQUESTED

I. INTRODUCTION

Centurion, LLC asks the Court to dismiss it from this action under Rules 12(b)(6) and 12(b)(2). Both requests begin from the same premise: Centurion, LLC reads the Second Amended Complaint ("SAC") as alleging only that it is the parent of Centurion of Idaho, LLC. The SAC says considerably more.

The SAC expressly alleges that Centurion, LLC “is contracted to provide healthcare, including medical and mental health treatment services” to people in the custody of the Idaho Department of Correction (“IDOC”), including Plaintiffs. (Dkt. 209 ¶ 59). It alleges that clinicians treating patients with gender dysphoria act on behalf of Centurion, LLC and Centurion of Idaho, LLC; that “Defendants [which as defined includes Centurion, LLC] directed” the termination of hormone therapy because of House Bill 668 (“HB 668”); and that all Defendants are responsible for the resulting denial of medically necessary care. (*Id.* ¶¶ 4, 7, 88–97). Those allegations describe Centurion, LLC’s own role in the Idaho healthcare arrangement and in the challenged decision to deny medically necessary care.

Centurion says the SAC is internally contradictory only by adding words that Plaintiffs never pleaded. The motion inserts the words “[sole]” and “[single]” into its descriptions of the SAC and then argues that two separate companies cannot each be IDOC’s *only* contract medical provider. (Dkt. 214-1 at 4, 7–8). But the SAC never says “sole” or “single.” (Dkt. 209 ¶¶ 58–59). It alleges that both entities contract with IDOC and participate in providing healthcare to people in IDOC custody. (*Id.*) Centurion cannot add limiting words to the SAC and then seek dismissal based on the contradiction those added words create.

The pleading history confirms that Plaintiffs have consistently alleged a direct role for the out-of-state parent entity now identified as Centurion, LLC. The original Complaint alleged that the Virginia-based entity then called “Centurion Health” was contracted to provide healthcare to people in IDOC custody. (Dkt. 1 ¶ 72). After Centurion of Idaho disclosed that Centurion, LLC was its parent, the First Amended Complaint used Centurion, LLC’s legal name and added parentage and direct-employment allegations. (Dkt. 60 ¶ 7; Dkt. 61; Dkt. 65 ¶ 57). The SAC inadvertently omitted those added details but retained the original allegation, which is that Centurion, LLC itself contracts with IDOC to provide healthcare and participates in the provision of that care. (Dkt. 209 ¶ 59).¹

¹ These details were inadvertently omitted. The redline document showing the changes to the proposed SAC (Dkt. 158-4) omits these statements but does so without reflecting their omissions

The jurisdictional record tells the same story. [REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

Plaintiffs are willing to accept the premise that Centurion, LLC and Centurion of Idaho are separate legal entities for the purposes of this motion.² Plaintiffs do not ask the Court to disregard that alleged separateness. The SAC attributes conduct directly to both Centurion, LLC and Centurion of Idaho, LLC and seeks relief from both for that conduct. The Court should deny the motion. If the Court concludes that the present record leaves uncertainty about which Centurion entity employed or controlled particular corporate personnel or medical providers involved in the unconstitutional withholding of medical care, Plaintiffs request limited jurisdictional discovery before dismissal.

II. FACTUAL AND PROCEDURAL BACKGROUND

The relevant history is straightforward. The original Complaint alleged that the Virginia-based Centurion defendant participated directly in providing healthcare to people in IDOC custody and unconstitutionally withholding medically necessary care. (Dkt. 1 ¶¶ 72, 106-111). After Centurion of Idaho identified Centurion, LLC as its parent, Plaintiffs used Centurion, LLC's legal name in the amended complaints and retained that direct healthcare allegation. (Dkt. 61; Dkt. 65 ¶ 57; Dkt. 209 ¶ 59).

A. The Complaints Have Consistently Alleged a Direct Role for the Parent Entity Now Identified as Centurion, LLC.

This case concerns the threatened withdrawal of prescribed hormone therapy from people in IDOC custody due to HB 668. (Dkt. 209 ¶¶ 3–10, 24, 76, 88–97). The SAC alleges that IDOC

in redlining. The intent of the SAC was to substitute one of the named plaintiffs without changing the other allegations in the complaint.

² Plaintiffs accept the asserted separateness of Centurion, LLC and Centurion of Idaho for purposes of this motion only and do not waive any argument that may be supported by later-developed evidence concerning the relationship between the entities.

and providers acting on behalf of the Centurion entities³ prescribed that treatment based on individualized medical need and that Defendants then directed its termination because of HB 668 without individualized medical determinations. (*Id.* ¶¶ 3–10, 24, 76). The SAC further alleges that treatment was reinstated only after this Court’s preliminary injunction was issued, but that Defendants will discontinue Plaintiffs’ hormone therapy if HB 668 takes effect. (*Id.* ¶¶ 50-51, 93). Plaintiffs seek declaratory and injunctive relief against the officials and Centurion entities alleged to be responsible for carrying out that withdrawal of care. (*Id.* ¶¶ 88–97 & Prayer for Relief at 18).

The original Complaint named “Centurion Health” as the out-of-state Centurion defendant and alleged:

Defendant Centurion Health is a private corporation headquartered in Virginia and is contracted to provide healthcare, including medical and mental health treatment services, to inmates in the custody of IDOC, including Plaintiffs. As IDOC’s contract medical provider, Centurion is responsible for ensuring that proper medical, dental, psychiatric, and psychological services, and treatment are provided to inmates incarcerated under IDOC’s jurisdiction.

(Dkt. 1 ¶ 72).

Centurion of Idaho later stated that “Centurion Health” was not a legal entity. (Dkt. 60 ¶ 7). Its Rule 7.1 disclosure identified Centurion, LLC as its parent. (Dkt. 61). Plaintiffs then filed the First Amended Complaint using Centurion, LLC’s legal name. (Dkt. 65 ¶ 57). Paragraph 57 retained the allegation that Centurion, LLC provides healthcare to people in IDOC custody and added allegations that Centurion, LLC was Centurion of Idaho’s parent and directly employed healthcare providers serving IDOC. (*Id.*)

The SAC again names both entities. Its paragraph concerning Centurion, LLC omitted the FAC’s parentage and direct-employment details, but retained the allegation concerning Centurion, LLC’s own role in providing healthcare under its contract with IDOC:

Defendant Centurion, LLC, is a private corporation headquartered in Virginia and is contracted to provide healthcare, including

³ As used here, “Centurion entities” includes both Centurion, LLC and Centurion of Idaho, LLC.

medical and mental health treatment services, to inmates in the custody of IDOC, including Plaintiffs. As IDOC’s contract medical provider Centurion is responsible for ensuring that proper medical, dental, psychiatric, and psychological services, and treatment are provided to inmates incarcerated under IDOC’s jurisdiction.

(Dkt. 209 ¶ 59).

The SAC alleges that Plaintiffs receive hormone therapy from clinicians “acting on behalf of IDOC, Centurion, LLC, and Centurion of Idaho, LLC” (*id.* ¶ 4), that medical staff employed by IDOC and/or Centurion told class members that their gender dysphoria treatment, including prescribed hormone therapy, would be immediately terminated or reduced and ultimately discontinued (*id.* ¶¶ 6, 24), and that “Defendants directed” the termination of hormone therapy because of HB 668 (*id.* ¶ 7). The Eighth Amendment claim alleges that all Defendants are responsible for adequate medical treatment (*id.* ¶ 91), that Defendants will discontinue Plaintiffs’ prescribed therapy should HB 668 take effect (*id.* ¶ 93), and that Defendants have acted or intend to act with deliberate indifference to the resulting risk of serious harm (*id.* ¶¶ 95-96).

B. Centurion, LLC Participated Directly in the Idaho Healthcare Program.

The documents governing IDOC’s medical and mental-health services includes [REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]. [REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

Centurion, LLC's corporate medical personnel were also involved [REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

III. LEGAL STANDARDS

Because Centurion moves under both Rules 12(b)(6) and 12(b)(2), the governing standards differ. Plaintiffs therefore address each standard with the argument to which it applies.

IV. ARGUMENT

Both arguments in Centurion, LLC's motion fail for the same reason: Plaintiffs allege that Centurion, LLC itself participated in the challenged conduct. The SAC alleges Centurion, LLC's direct role in the withdrawal of hormone therapy with the intent to do so again should HB 668 take effect, and the jurisdictional record shows Centurion, LLC carrying out Idaho-specific corporate work involving that same treatment and HB 668.

A. The SAC States a Plausible Direct Claim Against Centurion, LLC.

Centurion, LLC's theory is straightforward: it says the SAC alleges no conduct by Centurion, LLC itself and seeks to hold the company liable only because it is Centurion of Idaho's parent. (Dkt. 214-1 at 6–11). The SAC says otherwise. It expressly alleges Centurion, LLC's own role in providing IDOC healthcare, alleges that clinicians act on its behalf, and attributes the challenged direction to terminate hormone therapy to "Defendants." (Dkt. 209 ¶¶ 4, 7, 59, 88–97). Those allegations state a direct claim against Centurion, LLC.

1. Legal Standard.

Rule 12(b)(6) asks whether the complaint contains sufficient factual matter, accepted as true, to state a facially plausible claim. *Ashcroft v. Iqbal*, 556 U.S. 662, 678 (2009) ("A claim has facial plausibility when the plaintiff pleads factual content that allows the court to draw the reasonable inference that the defendant is liable for the misconduct alleged."). When there are well-pleaded factual allegations, the Court assumes their truth and determines whether they plausibly support relief. *Id.* at 679 ("When there are well-pleaded factual allegations, a court should assume their veracity and then determine whether they plausibly give rise to an entitlement to relief.").

Plausibility does not require probability, and a complaint survives when the plaintiff's and defendant's competing explanations are both plausible. *Bell Atl. Corp. v. Twombly*, 550 U.S. 544, 556 (2007) ("[A]sking for plausible grounds . . . does not impose a probability requirement at the pleading stage."); *Starr v. Baca*, 652 F.3d 1202, 1216 (9th Cir. 2011) ("If there are two alternative explanations, one advanced by defendant and the other advanced by plaintiff, both of which are plausible, plaintiff's complaint survives a motion to dismiss under Rule 12(b)(6)."). Rule 8 also permits concise allegations, and the Ninth Circuit does not prohibit collective pleading so long as each defendant receives fair notice. Fed. R. Civ. P. 8(a)(2), (d)(1); *Briskin v. Shopify, Inc.*, 135 F.4th 739, 779–80 (9th Cir. 2025) (*en banc*) ("[O]ur precedent does not prohibit collective pleading so long as the complaint gives defendants fair notice of the claims against them.").

2. The SAC Expressly Alleges Centurion, LLC’s Own Role in Providing Care and Withdrawing Hormone Therapy.

The SAC contains the exact allegations that Centurion claims are missing. Paragraph 59 alleges that Centurion, LLC “is contracted to provide healthcare, including medical and mental health treatment services, to inmates in the custody of IDOC, including Plaintiffs[,]” and that, as an IDOC contract medical provider, it is responsible for ensuring that medical and mental-health treatment is provided. (Dkt. 209 ¶ 59). Paragraph 4 alleges that Plaintiffs receive hormone therapy from clinicians “acting on behalf of IDOC, Centurion, LLC, and Centurion of Idaho, LLC[.]” (*Id.* ¶ 4). Paragraph 7 alleges that “Defendants directed that Plaintiffs, and those similarly situated, would have all hormone therapy to treat gender dysphoria terminated beginning July 1, 2024 because of HB 668.” (*Id.* ¶ 7).

The claim for relief then alleges that all Defendants are responsible for providing adequate and necessary medical treatment, that all Defendants will discontinue Plaintiffs’ hormone therapy if permitted to enforce HB 668, and that all Defendants have acted or intend to act with deliberate indifference to the resulting risk of serious harm. (*Id.* ¶¶ 88–97). Accepting those allegations as true, the SAC alleges Centurion, LLC’s own participation in the healthcare arrangement and in the challenged withdrawal of care. *Iqbal*, 556 U.S. at 678 (“A claim has facial plausibility when the plaintiff pleads factual content that allows the court to draw the reasonable inference that the defendant is liable for the misconduct alleged.”); *id.* at 679 (“When there are well-pleaded factual allegations, a court should assume their veracity and then determine whether they plausibly give rise to an entitlement to relief.”). The Court can deny Centurion’s Rule 12(b)(6) motion on this basis alone.

3. Centurion Cannot Create a Contradiction by Adding “Sole” and “Single” to the SAC.

Centurion says the SAC is internally contradictory because it supposedly alleges that two different companies are each IDOC’s “sole” contract medical provider. But that premise comes from Centurion, not the SAC. The motion says Plaintiffs allege that both entities are “IDOC’s [sole] contract medical provider” and elsewhere describes “Centurion” as “IDOC’s [single]

contract medical provider.” (Dkt. 214-1 at 4, 7 (brackets in motion)). But the SAC does not say that. (Dkt. 209 ¶¶ 58–59). Paragraph 58 says Centurion of Idaho, LLC “is contracted to provide healthcare” to people in IDOC custody and is an IDOC “contract medical provider.” (*Id.* ¶ 58). Paragraph 59 says the same about Centurion, LLC. (*Id.* ¶ 59). Neither paragraph says that either company is the only provider.

Without Centurion’s added words, the supposed contradiction disappears. Two separate affiliated companies can both be involved in the same statewide healthcare contract. The SAC alleges that they are. (*Id.* ¶¶ 4, 58–59). Centurion, LLC may ultimately prove a different allocation of responsibilities, but Rule 12(b)(6) does not permit dismissal simply because Centurion prefers its competing factual account. *Starr*, 652 F.3d at 1216 (“If there are two alternative explanations, one advanced by defendant and the other advanced by plaintiff, both of which are plausible, plaintiff’s complaint survives a motion to dismiss under Rule 12(b)(6).”). The motion cannot create a pleading defect by adding restrictive words to the SAC and then attacking the restriction it supplied.

4. Plaintiffs Seek to Hold Centurion, LLC Liable for Its Own Conduct.

Regarding vicarious liability, Centurion, LLC first argues that its status as Centurion of Idaho’s parent does not make it liable for the subsidiary’s conduct. (Dkt. 214-1 at 6-9). For purposes of this motion, Plaintiffs accept that the two entities are separate. But Plaintiffs do not seek to hold Centurion, LLC liable solely for Centurion of Idaho’s conduct. The SAC alleges that Centurion, LLC itself participates in IDOC healthcare and in the challenged directive to terminate hormone therapy. (Dkt. 209 ¶¶ 4, 7, 59, 88–97). Centurion, LLC’s corporate-separateness argument therefore does not address the direct claim Plaintiffs pleaded.⁴

Centurion next argues that § 1983 bars respondeat superior liability, meaning Centurion, LLC cannot be liable merely because one of its employees committed a constitutional violation.

⁴ Centurion also relies on judicial notice of its Rule 7.1 disclosure. (Dkt. 214-1 at 7–8). Plaintiffs do not dispute that the disclosure identifies a parent-subsidiary relationship. That fact does not establish that Centurion, LLC performed no Idaho functions or participated in none of the challenged conduct.

(Dkt. 214-1 at 9–11). Plaintiffs do not rely on respondeat superior. They allege an entity-level decision: “Defendants directed” the termination of hormone therapy because of HB 668. (Dkt. 209 ¶¶ 4, 7, 59, 91–97). *Monell* applies to private entities sued under § 1983, and a policymaker’s order can support direct entity liability. *Tsao v. Desert Palace, Inc.*, 698 F.3d 1128, 1139, 1145 (9th Cir. 2012) (recognizing a “direct path” to entity liability where a constitutional violation results from a policymaker’s order). A single deliberate decision by a final policymaker may constitute official policy. *Pembaur v. City of Cincinnati*, 475 U.S. 469, 480 (1986) (“[M]unicipal liability may be imposed . . . for a single decision by municipal policymakers under appropriate circumstances.”).⁵

The SAC alleges entity-level conduct that causes (and threatens to cause) an injury that violates the Constitution, not that some individual employees engaged in unconstitutional conduct. (Dkt. 209 ¶¶ 7, 91–97). The SAC therefore alleges both the challenged entity decision and the direct causal connection that Centurion says are absent. *AE ex rel. Hernandez v. Cnty. of Tulare*, 666 F.3d 631, 636–37 (9th Cir. 2012) (requiring “sufficient allegations of underlying facts to give fair notice and to enable the opposing party to defend itself effectively”). Centurion’s respondeat-superior argument therefore does not defeat Plaintiffs’ direct claim.

* * *

The pleading identifies Centurion, LLC by name; alleges that it participates in providing healthcare to people in IDOC custody, including Plaintiffs; alleges that clinicians act on its behalf; alleges that Defendants directed the termination of the hormone therapy at issue; and seeks prospective relief against the entities responsible for carrying out that withdrawal of care. (Dkt. 209 ¶¶ 4, 7, 59, 88-97 & Prayer for Relief at 18). Those allegations satisfy Rule 8 and the plausibility standard. *Iqbal*, 556 U.S. at 678 (“A claim has facial plausibility when the plaintiff

⁵ Centurion separately argues that misconduct by an individual provider would support a claim only against that provider and would not warrant injunctive relief against Centurion, LLC. (Dkt. 214-1 at 9-11). That argument addresses isolated provider misconduct. The SAC instead alleges an entity-level directive to terminate hormone therapy and seeks prospective relief against the entities alleged to participate in carrying it out. (Dkt. 209 ¶¶ 7, 91–97 & Prayer for Relief at 18).

pleads factual content that allows the court to draw the reasonable inference that the defendant is liable for the misconduct alleged.”); *Briskin*, 135 F.4th at 779–80 (“[O]ur precedent does not prohibit collective pleading so long as the complaint gives defendants fair notice of the claims against them.”).

Centurion may dispute the alleged allocation of responsibilities between itself and Centurion of Idaho. That factual disagreement cannot support dismissal where Plaintiffs’ pleaded account is itself plausible. *Starr*, 652 F.3d at 1216 (“If there are two alternative explanations, one advanced by defendant and the other advanced by plaintiff, both of which are plausible, plaintiff’s complaint survives a motion to dismiss under Rule 12(b)(6).”). The motion’s contrary reading relies substantially on the bracketed terms “[sole]” and “[single],” which are absent from the pleading. The Rule 12(b)(6) motion should be denied.⁶

B. The Court May Exercise Specific Personal Jurisdiction Because Centurion, LLC Deliberately Participated in Idaho Healthcare and HB 668 Implementation.

Centurion, LLC was not a passive out-of-state parent. [REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

Plaintiffs’ claims concern that same Idaho healthcare activity, and Centurion, LLC identifies no compelling reason for the Court not to exercise jurisdiction over it for this Idaho dispute.

1. Legal Standard.

Specific jurisdiction proceeds in three steps. First, Plaintiffs must show that Centurion, LLC purposefully availed itself of the privilege of conducting activities in Idaho or purposefully directed its activities at Idaho. *Davis v. Cranfield Aerospace Sols., Ltd.*, 71 F.4th 1154, 1162 (9th Cir. 2023) (“[T]he first prong ‘may be satisfied by purposeful availment,’ ‘by purposeful

⁶ If the Court identifies any curable pleading deficiency, leave to amend should be granted. *See Eminence Cap., LLC v. Aspeon, Inc.*, 316 F.3d 1048, 1051–52 (9th Cir. 2003) (directing that Rule 15’s policy favoring amendment be applied with “extreme liberality”).

direction,’ or ‘by some combination thereof.’”) (quotation omitted). The Ninth Circuit evaluates those forum contacts comprehensively, and purposeful availment, purposeful direction, or a combination of both may satisfy this first requirement. *Id.* at 1162–63; *Zach Porter Invs., LLC v. Reiss Tech. Corp.*, 748 F. Supp. 3d 950, 962–69 (D. Idaho 2024) (“[C]ourts should comprehensively evaluate the extent of the defendant’s contacts with the forum state and those contacts’ relationship to the plaintiffs’ claims—which may mean looking at both purposeful availment and purposeful direction.”) (quoting *Davis*, 71 F.4th at 1162)). Second, Plaintiffs must show that their claims arise out of or relate to Centurion, LLC’s Idaho contacts. Strict but-for causation is not required. *Ford Motor Co. v. Mont. Eighth Jud. Dist. Ct.*, 592 U.S. 351, 362 (2021) (“[S]ome relationships will support jurisdiction without a causal showing.”). Third, if Plaintiffs establish the first two requirements, “the burden then shifts to the defendant to ‘present a compelling case’ that the exercise of jurisdiction would not be reasonable.” *Schwarzenegger v. Fred Martin Motor Co.*, 374 F.3d 797, 802 (9th Cir. 2004) (quoting *Burger King Corp. v. Rudzewicz*, 471 U.S. 462, 476–78 (1985)).

Because Centurion asks the Court to resolve personal jurisdiction from written submissions rather than an evidentiary hearing, Plaintiffs need only make a prima facie showing, and the Court may consider declarations and documentary evidence. *Data Disc, Inc. v. Sys. Tech. Assocs., Inc.*, 557 F.2d 1280, 1285 (9th Cir. 1977) (requiring only a “prima facie showing of jurisdictional facts through the submitted materials”); *Schwarzenegger*, 374 F.3d at 800 (“[T]he plaintiff need only make a prima facie showing of jurisdictional facts.”) (quotation omitted). Uncontroverted allegations are taken as true, and conflicts in the parties’ affidavits are resolved in Plaintiffs’ favor. *Schwarzenegger*, 374 F.3d at 800.

2. Plaintiffs’ Claims Directly Arise from and Relate to Centurion, LLC’s Idaho Healthcare Work.

Centurion, LLC’s Idaho activities concern the provision and management of medical and mental-health care for people in IDOC custody, including hormone therapy and other kinds of gender dysphoria care. (Dkt. 209 ¶¶ 4, 8, 58–59; Mechling Decl. Exs. 2–6). Plaintiffs challenge

the withdrawal of that same treatment from the same patient population through the same Idaho correctional healthcare program. (Dkt. 209 ¶¶ 6–10, 24, 76, 82, 88–97).

Centurion argues that the claims arise from Idaho’s enactment of HB 668 rather than from any Centurion conduct. (Dkt. 214-1 at 13). But Plaintiffs challenge the implementation of that statute through the withdrawal of prescribed care, [REDACTED]

(Dkt. 209 ¶¶ 6–10, 24, 88–97; ██████████) Plaintiffs are not required to show strict but-for causation to establish personal jurisdiction. *Ford Motor Co.*, 592 U.S. at 362 (“[S]ome relationships will support jurisdiction without a causal showing.”). Here, Centurion, LLC’s Idaho contacts involve the same treatment, patient population, healthcare system, and July 1 implementation challenged in the SAC.

3. Centurion, LLC Deliberately Established and Used Continuing Corporate Connections with Idaho.

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7. [REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

Other records reinforce the same Idaho connection:

- [REDACTED]
- [REDACTED]
- [REDACTED]

This evidence establishes purposeful availment. [REDACTED]

[REDACTED]

[REDACTED]. *See Burger King*, 471 U.S. at 479 (looking to “prior negotiations and contemplated future consequences, along with the terms of the contract and the parties’ actual course of dealing”); *Davis*, 71 F.4th at 1163 (considering the defendant’s “entire course of dealing”). By undertaking and performing those continuing Idaho responsibilities, Centurion, LLC purposefully availed itself of the privilege of conducting activities in Idaho and invoked the

benefits and protections of Idaho law.

The same evidence establishes purposeful direction. [REDACTED]

[REDACTED]. Those acts were aimed at Idaho itself, not merely at a person who happened to reside there. *See Davis*, 71 F.4th at 1162–63; *Zach Porter Invs.*, 748 F. Supp. 3d at 966–68 (applying the effects test to conduct intentionally directed into Idaho); *Walden v. Fiore*, 571 U.S. 277, 284 (2014) (requiring contacts “that the defendant himself creates with the forum State”). Because either purposeful avilment or purposeful direction can satisfy the first requirement, and the record establishes both, Plaintiffs have satisfied the first jurisdictional requirement.

4. Centurion, LLC Has Not Shown That Exercising Jurisdiction Would Be Unreasonable.

Once Plaintiffs establish purposeful forum activity and a direct relationship between those contacts and their claims, Centurion must present a “compelling case” that jurisdiction would be unreasonable. *Schwarzenegger*, 374 F.3d at 802 (quoting *Burger King*, 471 U.S. at 476–78). It has not done so. The challenged conduct involved healthcare delivered in Idaho to people incarcerated in Idaho facilities [REDACTED] the dispute concerns implementation of an Idaho statute, and the relevant witnesses, systems, and events are centered in Idaho. (Dkt. 209 ¶¶ 1–13, 25–97; [REDACTED] The motion identifies no unusual burden or competing sovereign interest that would make litigating those claims here constitutionally unreasonable. (Dkt. 214-1 at 11–14); see *Zach Porter Invs.*, 748 F. Supp. 3d at 970–71 (finding defendants fell “far short of presenting a compelling case” against jurisdiction).

5. Limited Jurisdictional Discovery Is Appropriate If the Court Requires Greater Entity-Specific Detail.

If the Court seeks greater precision about the role of each Centurion entity, including which entity employed or controlled particular corporate personnel, narrow jurisdictional discovery is the appropriate next step, not dismissal. [REDACTED],

[REDACTED]

[REDACTED] *Laub v. U.S. Dep't of the Interior*, 342 F.3d 1080, 1093 (9th Cir. 2003) (“Discovery should ordinarily be granted where pertinent facts bearing on the question of jurisdiction are controverted or where a more satisfactory showing of the facts is necessary.”) (quotation omitted).

Any discovery can be tightly focused on the legal employer and entity affiliation of the identified corporate personnel, the entity on whose behalf they performed the Idaho work reflected

[REDACTED]

[REDACTED] If the Court does not deny the Rule 12(b)(2) motion on the present record, it should defer ruling and permit that limited discovery.

* * *

[REDACTED]

[REDACTED]

[REDACTED] (Dkt. 209 ¶¶ 4, 7–8, 59, 88–97; [REDACTED]

[REDACTED]

[REDACTED] Centurion has not shown that litigating this Idaho dispute in Idaho would be unreasonable. The Court should deny the Rule 12(b)(2) motion or, if it requires greater entity-specific detail, permit limited jurisdictional discovery before considering dismissal.

V. CONCLUSION

Plaintiffs respectfully request that the Court deny Centurion, LLC’s motion to dismiss under Rules 12(b)(6) and 12(b)(2). The SAC plausibly alleges [REDACTED]

[REDACTED]. If the Court concludes that additional evidence is necessary to establish jurisdiction, Plaintiffs request limited jurisdictional discovery before dismissal. Plaintiffs alternatively request leave to amend any curable pleading deficiency.

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