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**IN THE UNITED STATES DISTRICT COURT  
FOR THE DISTRICT OF IDAHO**

COLE ROBINSON and JANE POE,

Plaintiffs,

v.

RAUL LABRADOR, in his official capacity as Attorney General of the State of Idaho; BRAD LITTLE, in his official capacity as Governor of the State of Idaho; JOSH TEWALT, in his official capacity as the Director of the Idaho Department of Corrections; BREE DERRICK, in her official capacity as the Deputy Director of IDOC; CENTURION OF IDAHO, LLC; CENTURION, LLC,

Defendants.

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

**DEFENDANT CENTURION, LLC'S  
REPLY IN SUPPORT OF ITS MOTION  
TO DISMISS [DKT. 214] PLAINTIFFS'  
AMENDED CLASS ACTION  
COMPLAINT FOR DECLARATORY  
AND INJUNCTIVE RELIEF [DKT. 209]**

## I. INTRODUCTION

Nearly two years ago, Plaintiffs filed their first Amended Complaint and named several state officials and two private companies—Centurion of Idaho, LLC and Centurion, LLC—as defendants. Dkt. 65 at ¶¶ 52-58. In that pleading, Plaintiffs correctly acknowledged that Centurion of Idaho “contracted to provide healthcare” to “inmates in the custody of IDOC<sup>1</sup>,” and, “[a]s IDOC’s contract medical provider, Centurion of Idaho, LLC is responsible for ensuring that proper medical, dental, psychiatric, and psychological services, and treatment are provided to inmates in IDOC’s custody.” Dkt. 65 at ¶ 56. The pleading also alleged that “Centurion, LLC” “is the parent entity of Centurion of Idaho.” *Id.* at ¶ 57. Centurion, LLC moved to dismiss the first Amended Complaint and argued there were insufficient factual allegations against it because Plaintiffs alleged only a parent-subsidary relationship as a basis for liability. Dkt. 72-1 at 5-10. Before the Court could rule on the motion, it granted Plaintiffs the right to file a second Amended Complaint to reflect class representative changes. Dkts. 158 (motion), 180 (order).

Apparently recognizing the validity of Centurion, LLC’s arguments in its first motion to dismiss, the second Amended Complaint was also revised to generalize the allegations against Centurion of Idaho and Centurion, LLC and define them throughout the Second Amended Complaint collectively as “Centurion.” Dkt. 158-3 at ¶¶ 58-59. Plaintiffs’ gamesmanship should not be rewarded. Plaintiffs know the proper party to this lawsuit is Centurion of Idaho—the only entity who contracted with IDOC to provide healthcare to inmates in IDOC custody. They pled as much in the first Amended Complaint. Plaintiffs addressed their pre-suit letter to counsel for Centurion of Idaho. *See* Dkt. 8-2. And Plaintiffs attached excerpts from Centurion of Idaho’s RFP response and contract with IDOC to their response. Dkt. 224 at Ex. 2.

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<sup>1</sup> IDOC is used throughout the parties’ briefing to denote the Idaho Department of Corrections.

It was only after Centurion, LLC challenged the sufficiency of the allegations against it did the Plaintiffs revise their allegations to become more generalized, endeavoring to erase the entities' legal separateness. *See* Dkt. 57 (first Am. Compl. recognizing Centurion of Idaho as the contracting party), Dkt. 72-1 (Centurion, LLC first Memo. in Supp. of Mot. to Dismiss challenging allegations against it), Dkt. 158-3 (second Am. Compl. generalizing the allegations as to the separate entities and referring to them singularly as “Centurion.”).

Now, in response to Centurion, LLC's second motion to dismiss, Plaintiffs again acknowledge that Centurion, LLC and Centurion of Idaho are separate legal entities, Dkt. 224 at 3, 9, but continue to disregard their legal corporate separateness by referring to them collectively as “Centurion,” *id.*, *generally*, to argue they have stated a plausible claim against Centurion, LLC. But as Centurion, LLC has explained, the central defect that persists throughout Plaintiffs' complaint, is that Plaintiffs cannot refer to Centurion, LLC and Centurion of Idaho under the general hypernym “Centurion” and then claim the allegations are well-pled, direct allegations against multiple separate entities. *See generally* Dkt. 214-1 at 5–14.

## II. ARGUMENT

### A. Plaintiffs cannot conflate two separate legal entities to state a plausible claim against Centurion, LLC.

Plaintiffs' reference to the two entities under the single name “Centurion” does not transform Plaintiffs' generalized allegations against “Centurion” into “plausible direct claim[s] against Centurion, LLC.” Dkt. 224 at 3–5, 7–11 (quote on 7). The second amended complaint cannot be read to allow “Centurion” to be defined as two separate entities.

For example, Plaintiffs allege that “Centurion”—both entities—are somehow the singular “contract medical *provider*” responsible for providing medical care to inmates in IDOC's custody.

See Dkt. 209, ¶¶ 58–59 (emphasis added). Plaintiffs cannot plead that both entities are the contract medical provider; Plaintiffs know Centurion of Idaho is the sole contracting entity. See Dkt. 224 at Ex. 2 (Excerpts from IDOC/Centurion of Idaho Medical and Mental Health Services Contract and Centurion of Idaho response to IDOC RFP); *see also* Dkt. 209, ¶ 84 and Dkt. 8-2 (June 3, 2024 pre-suit letter from counsel to IDOC and Centurion of Idaho). Reading the allegation in the context of Plaintiffs’ knowledge that Centurion of Idaho is the only contracting entity renders it incapable of any deference. Any other conclusion improperly affords the allegation an “unreasonable inference.” *Sprewell v. Golden State Warriors*, 266 F.3d 979, 988 (9th Cir. 2001). And without it, the Second Amended Complaint does not contain any allegation that can be plausibly read to state a claim against Centurion, LLC.

**B. Plaintiffs’ claims fall short of the *Twombly/Iqbal* standard.**

**1. The Second Amended Complaint fails to give Centurion, LLC fair notice and contains only implausible explanations about the factual allegations against “Centurion.”**

As explained above, the allegations cannot plausibly be read to allege that Centurion, LLC provided healthcare services to inmates in IDOC custody. Without that singular allegation, which is owed no deference, the complaint fails to give Centurion, LLC fair notice of any claims against it. See *Starr v. Baca*, 652 F.3d 1202, 1216 (9th Cir. 2011); *Briskin v. Shopify, Inc.*, 135 F.4th 739, 762 (9th Cir. 2025).

In response to Centurion, LLC’s motion, Plaintiffs argue that because “the Ninth Circuit does not prohibit collective pleading,” Dkt. 224 at 7 (citing *Briskin*, 135 F.4th at 762), Plaintiffs’ generalized claims against both Centurion, LLC and Centurion of Idaho can withstand Rule 12(b)(6) dismissal as plausible “alternative explanations,” about the facts of this case, *id.* (citing *Starr*, 652 F.3d at 1216). This argument misses the mark because there can be no plausible

“alternative explanations.” Centurion of Idaho contracted to provide healthcare services to IDOC, not Centurion, LLC. This cannot be disputed based on Plaintiffs’ knowledge at all stages of this litigation. And Plaintiffs offer no basis whatsoever in the Second Amended Complaint to support a plausible alternative explanation as to why Centurion, LLC has any liability relative to the allegations in this lawsuit. Plaintiffs make no factual allegations against Centurion, LLC itself or related to its specific alleged conduct or role in the allegations underlying this lawsuit. *See* Dkt. 214-1 at 8–9. Plaintiffs attempt to impute liability against Centurion, LLC by referring to it under the general hypernym “Centurion,” is based only on the parent-subsidary relationship between Centurion, LLC and Centurion of Idaho. *See id.* at 6–9. Thus, the “nub” of Plaintiffs’ complaint against Centurion, LLC and *only* explanation of their factual allegations is that Centurion, LLC happens to be Centurion of Idaho’s parent. This parent-subsidary relationship alone does not impute liability onto the parent company, absent abuse of the corporate form. *See id.* at 6 (citing *Katzir’s Floor & Home Design, Inc. v. MMLS.com*, 394 F.3d 1143, 1149 (9th Cir. 2004); *United States v. Bennett*, 621 F.3d 1131, 1137 (9th Cir. 2010)).

And, although collective pleading is not “prohibit[ed]” by Ninth Circuit precedent and can survive a Rule 12(b)(6) motion to dismiss, this result can only be reached if “the complaint gives defendants fair notice of the claims against them.” *Briskin*, 135 F.4th at 762. And “[a] collectively pleaded complaint . . . fail[s] to provide fair notice . . . where there are multiple defendants[,] . . . and the complaint fails to differentiate among them.” *Id.* No differentiation or fair notice is provided here. Plaintiffs’ attempts to bypass the plausibility standard by asserting generalized, contradictory allegations against “Defendants” and “Centurion” are made without any attempt to differentiate among the multiple defendants. *See generally* Dkt. 209. These collective allegations provide zero specification as to which alleged facts and claims are against Centurion, LLC and

never “expressly allege[] Centurion, LLC’s own role in providing care and withdrawing hormone therapy.” Dkt. 224 at 8–11. For the allegations to transform into direct allegations and provide fair notice, this Court would again have to improperly credit Plaintiffs’ “unwarranted deductions of fact [and] unreasonable inferences.” *See* Dkt. 214-1 at 7 (citing cases).

**2. Plaintiffs’ Second Amended Complaint, not Centurion, LLC, creates the very contradiction that renders their allegations implausible.**

Plaintiffs next assert that Centurion, LLC “create[d] a pleading defect” “by adding restrictive words . . . and then attacking the restriction it supplied.” Dkt. 224 at 8–9. This is not so. Centurion, LLC identified the contradiction that lives within the Second Amended Complaint, it did not insert one. This contradiction is further demonstrated by Plaintiffs’ knowledge of the facts as evidenced by their prior pleadings, pre-suit letter, and exhibits to their response. Based on that knowledge, there can be no reading of the Second Amended Complaint that allows an inference that Centurion, LLC contracted with IDOC to provide healthcare services to inmates in IDOC custody. *See* Dkt. 209 ¶¶ 58-59 (alleging the singular “contract medical *provider*”); *see also* 8-2 (Plaintiffs’ pre-suit letter to Centurion of Idaho); Dkt. 224 at Ex. 2 (excerpts from IDOC/Centurion of Idaho’s contract, Centurion of Idaho’s response to IDOC’s RFP). It is disingenuous to accept Plaintiffs’ argument that both Centurion of Idaho *and* Centurion, LLC could somehow plausibly *both* by IDOC’s *sole* “contract medical provider.” That Centurion, LLC identified these contradictory pleadings by including clarifying synonyms does not “create a pleading defect.” Dkt. 224 at 9. The defect existed even “[w]ithout Centurion’s added words” because Plaintiffs pled allegations that would require this Court to make the unreasonable inference that Centurion, LLC and Centurion of Idaho are one entity and the unwarranted deduction that these separate entities are one medical provider. Both fail

*Twombly/Iqbal*.

**3. Plaintiffs fail to allege any direct conduct of Centurion, LLC that could support a claim for relief under *Twombly/Iqbal*.**

Plaintiffs argue that “Centurion, LLC’s corporate-separateness argument” “does not address the direct claim Plaintiffs pleaded” against it. Dkt. 224 at 9–11. This argument, however, assumes that a direct claim against Centurion, LLC exists. One does not.

To avoid the reality of their pleadings, Plaintiffs again must rely on their contradictory allegations that fail to differentiate which conduct is attributed to Centurion, LLC, *id.* at 9–11 (citing Dkt. 209 ¶¶ 4, 7, 59, 88–97), to argue “Centurion, LLC itself participates in IDOC healthcare and in the challenged directive to terminate hormone therapy,” *id.* at 9. The Second Amended Complaint makes no such allegations. The allegations cited by Plaintiffs are not directed at Centurion, LLC, nor do they allege “entity-level decision[s]” and “conduct” of Centurion, LLC. *Compare id. with* Dkt. 209 ¶¶ 4, 7, 59, 88–97. The only “direct claim . . . pleaded” against Centurion, LLC is that it is liable for Centurion of Idaho’s conduct based solely on Centurion, LLC’s status as a parent company. And federal courts forbid the imposition of liability on a parent for its subsidiary’s actions and the imposition of respondeat superior or vicarious liability for another’s unconstitutional conduct. *See* Dkt. 214-1 at 9–11 (discussing *Ranza v. Nike, Inc.*, 793 F.3d 1059, (9th Cir. 2015); *Polk County v. Dodson*, 454 U.S. 312 (1981); *Barren v. Harrington*, 152 F.3d 1193 (9th Cir. 1998)).

**C. Plaintiffs’ claims should also be dismissed under Rule 12(b)(2).**

Plaintiffs argue that the generalized allegations that “Centurion” participated in “Idaho healthcare activity” is sufficient to confer specific jurisdiction over Centurion, LLC in this suit.

See Dkt. 224 at 11–16 (citing Dkt. 209 at ¶¶ 4, 8, 58-59)<sup>2</sup> As explained above, this argument cannot stand. Plaintiffs also argue that Centurion, LLC “has not shown that exercising jurisdiction would be unreasonable,” or that there is an “unusual burden” on Centurion, LLC “that would make litigating th[e] claims here constitutionally unreasonable.” *Id.* at 16.

Specific jurisdiction exists when the defendant “take[s] some act by which it purposefully avails itself of the privilege of conducting activities within the forum State” and “the plaintiff’s claims arise out of or relate to the defendant’s contacts with the forum.” *Yamashita v. LG Chem, Ltd.*, 62 F.4th 496, 503 (9th Cir. 2023) (internal quotation marks omitted). A plaintiff must first establish the purposeful-availing and arise-out-of elements before “the burden . . . 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) (quotation marks and citation omitted). Although “some relationships will support jurisdiction without a causal showing,” this “does not mean anything goes,” and “real limits” apply “to adequately protect defendants foreign to a forum.” *Ford Motor Co. v. Montana Eighth Jud. Dist. Ct.*, 592 U.S. 351, 362 (2021).

One such limit is that “[t]he existence of a parent-subsidary relationship is insufficient to establish personal jurisdiction” over separate companies. *Transure, Inc. v. Marsh & McLennan, Inc.*, 766 F.2d 1297, 1299 (9th Cir. 1985); see also *Daimler AG, v. Bauman*, 571 U.S. 117, 136 (2014). As explained *supra* and extensively in Centurion, LLC’s motion, Dkts. 214, 214-1, Plaintiffs’ allegations against Centurion, LLC were only lodged once they learned about Centurion, LLC and Centurion of Idaho’s parent-subsidary relationship. Nonetheless, Plaintiffs

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<sup>2</sup> Plaintiffs do not dispute Centurion, LLC’s argument that general jurisdiction is lacking. Compare Dkt. 224 at 11–16 with Dkt. 214-1 at 13. This reply thus proceeds to argue only against specific jurisdiction as the Parties appear to agree Centurion, LLC is not subject to general jurisdiction in this Court.

maintain that because they refer to Centurion, LLC as part of the umbrella term “Centurion,” their allegations automatically equate to direct allegations that Centurion, LLC contracted with IDOC to be its medical provider. *See* Dkt. 224 at 12–16. This improper conclusion cannot overcome the jurisdictional limitation against parent-subsidary relationships.

And the documents attached to Plaintiffs’ Response do not overcome this limitation to establish “continuing corporate connections with Idaho.” *See id.* at 13–16. The documents instead exemplify the parent-subsidary relationship between Centurion, LLC and Centurion of Idaho, supply the contract between Centurion of Idaho and IDOC, and explain that House Bill 668 and other state laws necessitated discussions regarding hormone therapy treatment for inmates. *See id.* at Ex. 1–7. To the extent these documents are considered by the Court, at most, they evidence that, as part of the parent-subsidary relationship, Centurion, LLC monitored Centurion of Idaho and its actions, which is a standard and essential procedure for a parent company to do. These practices do not, however, eviscerate the entities’ separate identities and render the parent company subject to personal jurisdiction. *See Transure, Inc.*, 766 F.2d at 1299; *see also Daimler AG*, 571 U.S. at 136.

Even if the Court were to conclude Centurion, LLC’s actions established a connection to Idaho, Plaintiffs would have only met the purposeful-availing prong of specific jurisdiction. Their allegations still fall short of establishing that their claims arise out of or relate to Centurion, LLC’s supposed contacts with Idaho. Plaintiffs do not allege that Centurion, LLC was personally or deliberately involved in any conduct related to the treatment of gender dysphoria or the provision of hormone therapy to inmates in IDOC custody. They instead seek to hold Centurion, LLC liable for constitutional violations allegedly committed by a separate, subsidiary company and/or medical providers employed in Idaho. These violations occurred due to the enactment and

enforcement of HB 668. Thus, any alleged injuries or violations giving rise to Plaintiffs' claims arise out of and are related to Idaho's enactment of HB 668, not any conduct of Centurion, LLC.

### CONCLUSION

The Court should dismiss all claims against Centurion, LLC, and dismiss Centurion, LLC as a party to this case, under Rule 12(b)(2) and/or Rule 12(b)(6).

DATED this 24th day of September 2026.

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**CERTIFICATE OF SERVICE**

I certify that on this 24th day of September 2026, I electronically filed the foregoing document with the U.S. District Court. Notice will automatically be electronically mailed to the following individuals who are registered with the U.S. District Court CM/ECF System:

|                                                |                                     |                                |
|------------------------------------------------|-------------------------------------|--------------------------------|
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| Emily Myrei Croston                            | <input type="checkbox"/>            | Hand-Delivered                 |
| ACLU OF IDAHO FOUNDATION                       | <input type="checkbox"/>            | Overnight Mail                 |
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/s/ Christina M. Hesse

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