

FILED IN THE  
U.S. DISTRICT COURT  
EASTERN DISTRICT OF WASHINGTON

Sep 09, 2021

SEAN F. MCAVOY, CLERK

UNITED STATES DISTRICT COURT  
EASTERN DISTRICT OF WASHINGTON

MYLA KURTZ, individually and on  
behalf of all others similarly situated,

Plaintiff,

v.

REGIONALCARE HOSPITAL  
PARTNERS, INC., d/b/a RCC  
Healthcare Partners; RCCH TRIOS  
HEALTH, LLC; and RCCH TRIOS  
PHYSICIANS, LLC;

Defendants.

NO: 4:19-CV-5049-RMP

ORDER GRANTING IN PART AND  
DENYING IN PART  
DEFENDANTS' MOTION TO  
DISMISS

BEFORE THE COURT, without oral argument, is a Partial Motion to  
Dismiss, ECF No. 83, from Defendants RegionalCare Hospital Partners, Inc. d/b/a  
RCC Healthcare Partners, et al. Having reviewed Defendants' Motion and  
supporting declaration and exhibit, ECF Nos. 83, 83-1, and 83-2; Plaintiff Myla  
Kurtz's Response, ECF No. 93; and Defendants' reply and supporting exhibits,

ORDER GRANTING IN PART AND DENYING IN PART DEFENDANTS'  
PARTIAL MOTION TO DISMISS ~ 1

1 ECF Nos. 95, 95-1, 95-2, and 95-3; the remaining docket; and the relevant law; the  
2 Court is fully informed.

### 3 **BACKGROUND**

4 Plaintiff Myla Kurtz brings this putative nationwide Fair Labor Standards Act  
5 (“FLSA”) collective action and Washington-wide putative Rule 23 class action  
6 alleging that Defendants did not pay non-exempt patient care workers for missed  
7 meal breaks and work performed off-the-clock in violation of the FLSA and  
8 Washington state law. *See* ECF No. 1 at 3–6, 10–11. Ms. Kurtz is an Oregon  
9 resident and a nurse who formerly worked as a non-exempt employee at Trios  
10 Southridge Hospital in Kennewick, Washington, from July 1999 until November  
11 2018. *See id.* at 6, 10.

12 Defendant RegionalCare Hospital Partners is a Delaware limited liability  
13 company with its principal place of business in Tennessee. ECF No. 83-1 at 2.  
14 Defendants RCCH Trios Health, LLC (“Trios Health”) and RCCH Trios Physicians,  
15 LLC (“Trios Physicians”) are Delaware limited liability companies with their  
16 principal places of business in Washington. ECF Nos. 1 at 7; 83 at 9. Plaintiff’s  
17 Complaint alleges that both Trio Health and Trios Physicians are “subsidiaries or  
18 affiliates” of RegionalCare Hospital Partners. ECF No. 1 at 7. However,  
19 Defendants assert that Plaintiff’s prior employer, Trios Southridge Hospital, is  
20 owned by Trios Health, and neither RegionalCare Hospital Partners nor Trios  
21 Physicians was Plaintiff’s employer. *See* ECF Nos. 83-1 at 5; 83-2 at 2.

1 Plaintiff's Complaint alleges a putative nationwide FLSA collective composed  
2 of herself and similarly situated non-exempt healthcare workers "who are or have  
3 been employed by Defendants as nursing staff, nurse aids, nurse assistants, and other  
4 similar hourly and non-exempt employees in the United States [who] have been  
5 subject to an automatic time deduction by Defendants within the three years  
6 preceding the filing of this Complaint[.]" ECF No. 1 at 6; *see also id.* at 16  
7 (defining proposed collective as certain of Defendants' employees nationwide.').  
8 Prior to Defendants' Partial Motion to Dismiss, Plaintiff filed Notices of Consent on  
9 behalf of 59 current and former individuals who were employed at healthcare  
10 facilities in Washington, Alabama, Arizona, Arkansas, Idaho, Iowa, Montana,  
11 Oklahoma, Ohio, Oregon, South Carolina, and Texas. ECF Nos. 3, 50–64, 66–69,  
12 and 72–76. Defendants concede that eight of the individuals named in the opt-in  
13 Notices of Consent were filed by individuals whose claims arise out of their  
14 employment in Washington at Trios Southridge Hospital/Trios Women's and  
15 Children's Hospital, Lourdes Health, and Capital Medical Center. ECF No. 83 at 4.  
16 The remaining approximately 51 Notices of Consent are from non-Washington  
17 residents whose opt-in claims allegedly arose during their employment with fifteen  
18 hospital systems located in eleven states outside of Washington. *See id.* Defendants  
19 have provided two declarations from the same person in support of their contention  
20 that the healthcare employers of the non-Washington opt-in members are separate  
21 and distinct legal entities from the Defendants in this case. ECF Nos. 83-1 and 95-1.

1 After Plaintiff first filed Notices of Consent from non-Washington opt-in  
2 putative collective members, Defendants filed a Motion for Leave to Amend  
3 Answers to add a personal jurisdiction defense as to claims brought by the non-  
4 Washington opt-in members. ECF Nos. 50–64, 65. The Court granted Defendants’  
5 Motion for Leave to Amend, and Defendants filed their Amended Answers. ECF  
6 Nos. 79, 84–86. Plaintiff subsequently filed a Motion for Conditional Certification  
7 of the FLSA collective, including opt-in members whose claims arose from non-  
8 Washington hospitals, which the Court will resolve by separate order. *See* ECF  
9 No. 80. Nearly contemporaneously, Defendants filed the instant Partial Motion to  
10 Dismiss for lack of personal jurisdiction. ECF No. 83.

### 11 LEGAL STANDARD

12 Defendants move to dismiss the claims of any non-Washington opt-in putative  
13 collective members and all claims against Defendant RegionalCare Hospital Partners  
14 for lack of personal jurisdiction. ECF No. 83 at 2.

15 The plaintiff bears the burden of establishing personal jurisdiction when the  
16 defendant challenges it. *Schwarzenegger v. Fred Martin Motor Co.*, 374 F.3d 797,  
17 800 (9th Cir. 2004). Prima facie evidence of personal jurisdiction is sufficient. *Id.*  
18 To exercise personal jurisdiction over a nonresident defendant, a court must find that  
19 the requirements of both the forum state’s long-arm statute and federal due process  
20 are satisfied. *Chan v. Society Expeditions*, 39 F.3d 1398, 1404–05 (9th Cir. 1994).

21 As Washington’s long-arm statute extends personal jurisdiction to the limits of

1 federal due process, the jurisdictional analysis under state law and federal due  
2 process are the same. *See Schwarzenegger*, 374 F.3d at 800.

3 Personal jurisdiction can be general or specific, depending on the nature and  
4 extent of the defendant’s contacts with the forum state. *Goodyear*, 564 U.S. at 919.  
5 “General” or “all-purpose” jurisdiction “permits a court to hear any and all claims  
6 against a defendant, whether or not the conduct at issue has any connection to the  
7 forum.” *Ranza v. Nike*, 793 F.3d 1059, 1068 (9th Cir. 2015) (internal quotation  
8 omitted). For limited liability companies, courts are guided by personal jurisdiction  
9 jurisprudence concerning corporations. *See Athena Cosmetics v. United States*  
10 *Warehouse*, No. CV 19-8466-MWF (MRW), 2020 U.S. Dist. LEXIS 73797, at \*15  
11 (C.D. Cal. Mar. 5, 2020).

12 To warrant the exercise of general jurisdiction, a corporation’s “affiliations”  
13 with the forum state must be “so continuous and systematic as to render [it]  
14 essentially at home” in the forum state. *Daimler AG v. Bauman*, 571 U.S. 117, 138–  
15 39 (2014) (internal quotation omitted). Alternatively, a court may exercise  
16 “specific,” or case-based, jurisdiction when the “suit arises out of or relates to the  
17 defendant’s contacts with the forum.” *Daimler*, 571 U.S. at 119 (internal quotation  
18 omitted).

19 Specific jurisdiction requires a nonresident defendant to have certain  
20 “minimum contacts” with the forum state. *Int’l Shoe Co. v. Washington*,

1 326 U.S. 310, 316 (1945). To assert specific jurisdiction over a non-consenting  
2 foreign defendant, the defendant must: (1) “purposefully direct [its] activities”  
3 toward the forum or “purposefully avail” itself of the “privileges of conducting  
4 activities in the forum”; (2) “the claim must be one which arises out of or relates to  
5 the defendant's forum-related activities”; and (3) “the exercise of jurisdiction must  
6 comport with fair play and substantial justice, i.e. it must be reasonable.” *Dole Food*  
7 *Co., Inc. v. Watts*, 303 F.3d 1104, 1111 (9th Cir. 2002). “The plaintiff bears the  
8 burden of satisfying the first two prongs of the test.” *Schwarzenegger*, 374 F.3d at  
9 802. If the plaintiff satisfies the first two prongs, the burden shifts to the defendant  
10 to demonstrate that the exercise of jurisdiction would not be reasonable. *Axiom*  
11 *Foods, Inc. v. Acerchem Int’l, Inc.*, 874 F.3d 1064, 1068–69 (9th Cir. 2017).

## 12 DISCUSSION

13 Defendants argue that personal jurisdiction over RegionalCare Hospital  
14 Partners is lacking in this case because that entity “has no purposeful contact with  
15 Washington whatsoever.” ECF No. 83 at 7. Defendants further assert that the  
16 United States Supreme Court’s ruling in *Bristol-Myers Squibb v. Superior Ct. of*  
17 *Cal.*, 137 S. Ct. 1773 (2017), applies to FLSA collective actions and instructs that  
18 specific personal jurisdiction does not apply to claims from non-Washington opt-in  
19 members who lack a sufficient connection to Washington. *Id.* at 10–12.

1           ***Waiver***

2           As an initial matter, Plaintiff maintains that Defendants have consented to  
3 personal jurisdiction in this Court by not raising the issue in their initial Answers.  
4 ECF No. 93 at 6.

5           A party “waives any defense” under 12(b)(2) by “omitting it from a motion in  
6 the circumstances described in Rule 12(g)(2)[.]” Fed. R. Civ. P. 12(h)(1)(A).  
7 Rule 12(g), in turn, provides that “a party that makes a motion under this rule must  
8 not make another motion under this rule raising a defense or objection that was  
9 available to the party but omitted from its earlier motion.” Fed. R. Civ. P. 12(g)(2).

10           The instant motion is Defendants’ first motion under Rule 12(b), and  
11 Defendants previously obtained leave of the Court to amend their answers to add  
12 objections to personal jurisdiction, after the Notices of Consent from non-  
13 Washington opt-ins were filed. ECF Nos. 65, 79. Plaintiff asserts that all  
14 Defendants waived any personal jurisdiction defense when they did not raise the  
15 defense in their initial answers in May 2019. ECF No. 93 at 6. Plaintiff adds that  
16 the personal jurisdiction defense has been available to Defendants throughout this  
17 litigation because *Bristol-Myers* was decided “more than two years before  
18 Defendants filed their answers.” *Id.*

19           This Court already addressed the issue of waiver in resolving Defendants’  
20 Motion for Leave to Amend their Answers and found that Defendants did not waive  
21 personal jurisdiction as a defense before any Rule 12 motion had been filed and

1 before Plaintiff moved for conditional certification. ECF No. 79 at 6–8. Plaintiff’s  
2 only argument as to how the personal jurisdiction defense was “available” to  
3 Defendants earlier in this litigation is that the *Bristol-Myers* decision was issued by  
4 the Supreme Court in 2017, while Defendants first answered Plaintiff’s Complaint in  
5 2019. *See* ECF No. 93 at 5 n. 3. However, as Defendants have argued, and the  
6 Court previously noted, there were no foreign plaintiffs, or opt-in putative collective  
7 members, at the time that Defendants first answered Plaintiff’s Complaint. ECF No.  
8 79 at 7. The Court again finds that Defendants did not waive their objection to  
9 personal jurisdiction.

10 ***Defendant RegionalCare Hospital Partners***

11 Defendants argue that the Complaint makes no allegations supporting that  
12 Defendant RegionalCare Hospital Partners is subject to general personal jurisdiction  
13 in Washington, as Defendant RegionalCare Hospital Partners is a Delaware  
14 corporation with its principal place of business in Tennessee. ECF No. 83 at 7.  
15 There is no evidence in the record from which the Court could find any substantial  
16 or continuous or systematic contact with Washington state. Defendants further  
17 argue that this Court lacks specific jurisdiction over RegionalCare Hospital Partners  
18 on the basis that the entity has no relation to any of the wage claims asserted in  
19 Washington, and this Court lacks jurisdiction over the non-Washington claims. *Id.*  
20 at 8.



1 Plaintiff responds that, even if the Court finds no waiver, RegionalCare  
2 Hospital Partners is subject to personal jurisdiction in Washington because it  
3 employs workers here, and that relationship gave rise to the claims at issue in this  
4 case. ECF No. 93 at 3.

5 With respect to whether Defendant RegionalCare Hospital Partners employs  
6 people in Washington and whether that employment forms the basis for claims by  
7 Plaintiff and/or opt-in FLSA collective members in this case, Plaintiff asserts that  
8 Plaintiff and many of the opt-in members “understood” RegionalCare Hospital  
9 Partners to be their employer. ECF No. 93 at 3–4. Plaintiff also asserts that  
10 RegionalCare Hospital Partners “implements a mandatory and system-wide ‘Code of  
11 Conduct’ across all of the hospitals managed or operated by [RegionalCare Hospital  
12 Partners] (including several within Washington)” and that this Code of Conduct  
13 “underlies, at least in part, the FLSA violations alleged by Plaintiff and the entire  
14 putative Collective members around the country” because it requires employees “to  
15 remain on-duty at all times during their shift, including during unpaid meal periods.”  
16 *Id.* at 4.

17 On these bases, Plaintiff asserts, nonresident Defendant RegionalCare  
18 Hospital Partners is subject to specific jurisdiction in this action. ECF No. 93 at  
19 14–16 (arguing that RegionalCare Hospital Partners has purposefully availed itself  
20 of the privilege of conducting activities in Washington state “by employing Plaintiff  
21 and thousands of workers in the state, and by implementing a Code of Conduct that

1 gives rise to FLSA violations on a systematic basis across all of RCCH’s hospitals in  
2 the State.”). Plaintiff cites to materials that she submitted with her Motion for  
3 Conditional Certification, including declarations from Plaintiff and opt-in members  
4 of the putative FLSA collective indicating their belief or understanding that  
5 “RCCH” was their employer. *Id.* at 19 (citing ECF Nos. 80-12–80-25). In addition,  
6 Plaintiff relies on a letter from the Washington State Department of Health reciting  
7 that “RegionalCare Hospital Partners Holdings, Inc. (d/b/a RCCH HealthCare  
8 Partners” owns Capital Medical Center in Olympia, Washington, through a  
9 subsidiary and also received approval to acquire Trios Health in Kennewick. *See*  
10 ECF Nos. 93 at 19; 80-4 at 5. Plaintiff also cites to a news article dated August 3,  
11 2018, that recited, “The [Trios Health] hospital will be operated by RCCH-UW  
12 Medicine Healthcare Holdings, LLC as a joint venture formed between RCCH  
13 HealthCare Partners and UW Medicine.” ECF No. 80-5 at 2.

14 Defendants respond that Plaintiff has provided no support that RegionalCare  
15 Hospital Partners is in the ownership structure of Trios Health or Trios Physicians,  
16 or any of the eighteen hospitals at which Plaintiff and the opt-in members were or  
17 are employed. ECF No. 95 at 6–10. Defendants direct the Court to the initial and  
18 Amended Answers filed by RegionalCare Hospital Partners, denying that it is an  
19 employer under the FLSA or that other Defendants in this matter are its subsidiaries  
20 or affiliates. *Id.* at 8 (citing ECF Nos. 21 and 85). Defendants further attach  
21 discovery responses objecting to Plaintiff’s discovery requests on the grounds that

1 RegionalCare Hospital Partners is not a proper party to this action and swearing that  
2 RegionalCare Hospital Partners did not employ Plaintiff or any hourly, non-exempt  
3 employees similarly situated to her. *Id.* (citing ECF No. 95-2). Defendants also  
4 submit a declaration and a supplemental declaration from Kathy Teague, an  
5 “Assistant Vice President, Corporate Governance and Assistant Corporate Secretary  
6 of LifePoint Health, Inc.” who is “familiar with the organizational structure of  
7 LifePoint and its Subsidiaries.”<sup>1</sup> ECF No. 83-1. Ms. Teague explains that  
8 Defendant RegionalCare Hospital Partners is a distinct entity from RegionalCare  
9 Hospital Partners Holdings, Inc., which is not a defendant. ECF No. 95-1 at 3. She  
10 continues in her supplemental declaration:

11 As I noted in my first declaration, RegionalCare Hospital Partners, Inc.  
12 was a Delaware corporation that converted to a Delaware limited  
13 liability company effective December 13, 2019, and is now known as  
14 RegionalCare Hospital Partners, LLC. RegionalCare Hospital Partners,  
15 Inc. was previously the employing entity for certain Tennessee-based  
16 employees of RegionalCare Hospital Partners Holdings, Inc. and its  
17 subsidiaries. Neither RegionalCare Hospital Partners, Inc., nor  
18 RegionalCare Hospital Partners, LLC, ever employed individuals in the  
19 state of Washington and their principal place of business and main  
20 business location has at all times been in Brentwood, Tennessee.  
21 Neither RegionalCare Hospital Partners, Inc. nor RegionalCare  
Hospital Partners, LLC have ever had a "d/b/a" or other assumed name.

*Id.*

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<sup>1</sup> Ms. Teague’s declaration indicates that RegionalCare Hospital Partners Holdings, Inc. changed its name to Lifepoint Health, Inc. effective November 16, 2018. ECF No. 95-1 at 3.

1           There is no assertion by Plaintiff that RegionalCare Hospital Partners is  
2 subject to general jurisdiction in this action; rather, specific jurisdiction is at issue.  
3 Toward that end, Plaintiff has not come forward with support for her assertion that  
4 RegionalCare Hospital Partners, and not a different entity, has availed itself of the  
5 “privileges of conducting activities in the forum.” *See Dole Food*, 303 F.3d at 1111.  
6 Plaintiff’s support amounts to the understandings of Plaintiff and opt-in members  
7 that RegionalCare Hospital Partners was or is their employer, and documents that  
8 refer to RegionalCare Hospital Partners Holdings, Inc., rather than RegionalCare  
9 Hospital Partners. ECF Nos. 80-4, 80-5, and 80-12–80-25.

10           Defendants rebut Plaintiff’s assertions of the relationship between  
11 RegionalCare Hospital Partners and the entities that employed Plaintiff and the opt-  
12 in members with declarations and citations to the record supporting that  
13 RegionalCare Hospital Partners is not in the ownership structure of co-Defendants  
14 Trio Health and Trios Physicians, but, rather, is a separate entity from the entity  
15 discussed by Plaintiff, RegionalCare Hospital Partners Holdings, Inc. (d/b/a RCCH  
16 HealthCare Partners). ECF No. 95-1 at 3. Defendants further offer a declaration to  
17 support that RegionalCare Hospital Partners has not done business under another  
18 name. *Id.*; *see also Stewart v. Screen Gems-EMI Music, Inc.*, 81 F. Supp. 3d 938,  
19 949 (N.D. Cal. 2015) (“A trial court may rule on the issue of personal jurisdiction by  
20 ‘relying on affidavits and discovery materials without holding an evidentiary  
21

1 hearing”) (quoting *Fields v. Sedgwick Assoc. Risks, Ltd.*, 796 F.2d 299, 301 (9th  
2 Cir. 1986)).

3 Plaintiff has not shown that her claims or the claims of any opt-in putative  
4 collective member are connected to any activities by RegionalCare Hospital Partners  
5 in Washington, and the Court finds no basis to exercise personal jurisdiction over  
6 RegionalCare Hospital Partners in this case. Accordingly, the Court grants  
7 Defendants’ Partial Motion to Dismiss with respect to dismissing RegionalCare  
8 Hospital Partners as a Defendant.

9 ***Non-Washington FLSA Opt-In Members***

10 Defendants move to dismiss claims from opt-in putative collective members  
11 that did not arise in Washington or result from Defendants’ presence in the state.  
12 ECF Nos. 83 at 9; 95 at 10–11. Defendants acknowledge that the Court has general  
13 jurisdiction over Trios Physicians and Trios Health, but argues that ““unconnected  
14 activities”” by Trios Physicians and Trios Health in Washington do not give rise to  
15 personal jurisdiction over the non-Washington claims arising in 11 different states  
16 that have been brought against them here.” ECF No. 83 at 11 (quoting *Bristol-*  
17 *Myers*, 137 S. Ct. at 1781 (““What is needed—and what is missing here—is a  
18 connection between the forum and the [opt-ins’] specific claims at issue.””)).

19 Defendants further argue that any request by Plaintiff to amend the Complaint to add  
20 other nonresident entities as defendants should be denied on the basis of futility.  
21 ECF No. 83 at 13.

1 Plaintiff responds that the majority of district courts in the Ninth Circuit and  
2 nationwide have declined to apply *Bristol-Myers* to FLSA collective actions. ECF  
3 No. 93 at 7–8. Plaintiff proceeds to distinguish district court decisions applying  
4 *Bristol-Myers* to FLSA collective actions to find a lack of personal jurisdiction over  
5 nonresident opt-in members’ claims. *Id.* at 11–12. While Plaintiff argues that  
6 *Bristol-Myers* does not deprive this Court of personal jurisdiction with respect to  
7 nonresident opt-in members’ claims against RegionalCare Hospital Partners,  
8 Plaintiff is silent as to opt-in members’ claims against Defendants Trios Physicians  
9 and Trios Health. *See* ECF No. 93 at 7–18. Plaintiff does not request to amend her  
10 complaint to add other nonresident defendants. *See id.*

11 The Supreme Court in *Bristol-Myers* held that a California state court could  
12 not exercise specific personal jurisdiction over claims brought by out-of-state  
13 plaintiffs in a mass tort action. 137 S. Ct. at 1780. The Supreme Court explained  
14 that “settled principles regarding specific jurisdiction” preclude state courts from  
15 exercising jurisdiction over a nonresident defendant with respect to harm that  
16 allegedly occurred outside of the forum state. *Id.* at 1782. The Supreme Court left  
17 open the question of “whether the Fifth Amendment imposes the same restrictions  
18 on the exercise of personal jurisdiction by a federal court.” *Id.* at 1784.

19 As this Court recognized in granting Defendants’ Motion for Leave to Amend  
20 their Answers, the question of whether *Bristol-Myers* applies to FLSA collective  
21 questions has been the subject of a district court split, including within the Ninth

1 Circuit. See ECF No. 79 at 8 (collecting cases); see also *Parker v. IAS Logistics*  
2 *DFW, LLC*, 2021 U.S. Dist. LEXIS 9499, at \*5 (N.D. Ill. 2021) (recognizing a  
3 nationwide district-court split” and a lack of controlling appellate authority).

4 Since briefing of Defendants’ Partial Motion to Dismiss completed, the Sixth  
5 Circuit Court of Appeals became the first Circuit to decide the question of the  
6 application of the *Bristol-Myers* precedent to an FLSA collective action. On  
7 August 17, 2021, the Sixth Circuit held that a federal court lacked specific  
8 jurisdiction over a defendant with respect to nonresident opt-in members of a  
9 putative FLSA collective who were alleging that they were harmed by the defendant  
10 outside of the forum state in which the federal court was located. *Canaday v.*  
11 *Anthem Companies, Inc.*, \_\_\_ F.4th \_\_\_, 2021 U.S. App. LEXIS 24523, 2021 WL  
12 3629916 (6th Cir. Aug. 17, 2021). The Court also notes that on August 14, 2021,  
13 another district court in the Ninth Circuit found that *Bristol-Myers* applies to FLSA  
14 collective actions and precluded that court’s exercise of personal jurisdiction to  
15 reach claims of nonresident opt-in members without any link between the alleged  
16 conduct by defendant and Washington. *Carlson v. United Nat. Foods, Inc.*, No.  
17 C20-5476-JCC, 2021 U.S. Dist. LEXIS 154079 (W.D. Wash. Aug. 14, 2021).

18 *Canaday* also supports dismissal of Defendant RegionalCare Hospital Partners  
19 because nothing in the record suggests that the claims of non-Washington residents  
20 whose opt-in claims allegedly arose during their employment outside of Washington  
21 have sufficient connection to this forum to support specific jurisdiction for

1 RegionalCare Hospital Partners here. *See Canaday*, 2021 U.S. App. LEXIS, at \*10  
2 (“Where, as here, nonresident plaintiffs opt into a putative collective action under  
3 the FLSA, a court may not exercise specific personal jurisdiction over claims  
4 unrelated to the defendant's conduct in the forum State.”).

5 With respect to remaining Defendants Trios Health or Trios Physicians,  
6 Defendants concede that this Court has general jurisdiction over these Washington-  
7 domiciled entities. *See* ECF No. 83 at 9. The caselaw upon which Defendants rely  
8 in seeking to dismiss non-Washington opt-in members’ claims addresses specific  
9 jurisdiction over nonresident defendants. *See Bristol-Myers*, 137 S. Ct. at 1781–82;  
10 *McNutt v. Swift Transp. Co. of Ariz., LLC*, 2020 U.S. Dist. LEXIS 119909, \*24–25  
11 (W. D. Wash. July 7, 2020); *see also Canaday*, 2021 U.S. App. LEXIS 24523, at \*8;  
12 *Carlson*, 2021 U.S. Dist. LEXIS 154079, at \*8. As Defendants seek dismissal under  
13 Federal Rule of Civil Procedure 12(b)(2), the Court does not find a basis to grant  
14 relief with respect to claims against Defendants Trios Health or Trios Physicians,  
15 which are subject to general jurisdiction. Therefore, the Court denies Defendants’  
16 Partial Motion to Dismiss for lack of personal jurisdiction with respect to any claims  
17 against Defendants Trios Health or Trios Physicians.

18 Accordingly, **IT IS HEREBY ORDERED** that:

- 19 1. Defendants’ Partial Motion to Dismiss, **ECF No. 83**, is **GRANTED IN**  
20 **PART** and **DENIED IN PART** as set forth above.



