

UNITED STATES DISTRICT COURT  
EASTERN DISTRICT OF CALIFORNIA

SAIN T AGNES MEDICAL CENTER, a  
California non-profit public benefit  
corporation,

Case No.: 1:16-CV-01535-LJO-BAM

**JOINT STIPULATION AND  
[PROPOSED] ORDER TO  
CONTINUE DEADLINE TO  
CONDUCT PREVIOUSLY  
SCHEDULED DEPOSITIONS**

Plaintiff,

VS.

HCC MEDICAL INSURANCE  
SERVICES, LLC, a Wisconsin for profit  
limited liability corporation and DOES 1  
through 25, Inclusive,

Assigned for All Purposes to: Hon.  
Lawrence J. O'Neill

### Non-expert

Discovery cutoff: September 8, 2017

## Pretrial Conference: February 27, 2018

Trial: April 10, 2018

**AGREEMENT TO CONTINUE DEADLINE TO CONDUCT PREVIOUSLY  
SCHEDULED DEPOSITIONS**

The parties to the present action, Plaintiff SAINT AGNES MEDICAL CENTER, a California non-profit public benefit corporation (“St. Agnes”) and

1 Defendant HCC MEDICAL INSURANCE SERVICES, LLC, a Wisconsin for  
2 profit limited liability corporation (“HCC”), hereby agree to the following:  
3

4 **RECITALS**

5 WHEREAS, on **January 12, 2017**, St. Agnes’ and HCC’s counsel entered  
6 into a Joint Scheduling Report and Proposed Discovery Plan pursuant to Federal  
7 Rules of Civil Procedure 26(f);

8 WHEREAS, the parties agreed, and the Court ordered, to set the following  
9 deadline: Non- expert Discovery cutoff to **September 8, 2017**;

10 WHEREAS, St. Agnes timely served a deposition notice on HCC on  
11 **August 23, 2017**;

12 WHEREAS, HCC timely served a deposition notice on St. Agnes on  
13 **August 28, 2017**;

14 WHEREAS, HCC’s availability for deposition was compromised due to  
15 the natural disaster in Houston Texas and, as a result, the Court granted an order  
16 on September 5, 2017 (Dkt. No. 12) continuing the deadline to conduct the two  
17 noticed depositions to **October 9, 2017**; and

18 WHEREAS, since the re-opening of HCC’s office in Houston, the parties  
19 have made substantive progress in settlement negotiations, and would like further  
20 opportunity to pursue settlement without incurring the cost of PMK depositions,  
21 which will include substantial travel costs; and

22 WHEREAS, the parties have agreed that it is in the parties’ best interests,  
23 as well as the Court’s interest, to continue the following deadline in this case;

24 THEREFORE, IT IS HEREBY STIPULATED AND AGREED by and  
25 among the parties, through their respective counsel of record: the non-expert  
26 discovery cut off, as it pertains only to each parties’ respective deposition notice  
27 previously served, shall be extended to **October 20, 2017**. Further, it is agreed  
28 that no party shall object to the timeliness of the above referenced depositions as

1 long as said depositions are completed in accordance with the new date set forth  
2 herein.  
3

4 Dated: September 25, 2017

**LAW OFFICES OF STEPHENSON,  
ACQUISTO & COLMAN, INC.**

6 By: /s/ Mina Morkos (as authorized on  
7 9/22/17)

8 Mina Morkos  
9 Attorney for  
10 SAINT AGNES MEDICAL CENTER, a  
California non-profit public benefit  
corporation

11 Dated: September 25, 2017

**HINSHAW & CULBERTSON LLP**

13 By: /s/ Travis Wall

14 Travis Wall  
15 Jared W. Matheson  
16 Attorneys for  
17 HCC MEDICAL INSURANCE  
SERVICES, LLC, a Wisconsin for profit  
limited liability corporation

18 **ORDER**

19  
20 IT IS SO ORDERED THAT the non-expert discovery cut off, as it pertains only to  
21 each parties' respective deposition notice previously served, shall be extended  
22 from October 9, 2017 to **October 20, 2017**. Further, it is agreed that no party  
23 shall object to the timeliness of the above referenced depositions as long as said  
24 depositions are completed in accordance with the new date set forth herein.  
25

26 Dated: September 26, 2017

/s/ Barbara A. McAuliffe

27 UNITED STATES MAGISTRATE JUDGE  
28