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4 **UNITED STATES DISTRICT COURT**  
5 **DISTRICT OF NEVADA**  
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7 BLUE MOON MARKETING, LLC, )

8 Plaintiff, )

9 vs. )

10 SCOTT R. MATTHEWS, *et al.*, )

11 Defendants. )  
12

Case No. 2:13-cv-02238-JAD-GWF

**ORDER**

Motion for Extension of Time (#16)

13 This matter comes before the Court on Defendants Westgate Resorts, Ltd., Westgate  
14 Resorts, LLC, and Westgate Resorts, Inc.'s third Motion for Extension of Time (#16), filed on  
15 January 28, 2014. Westgate seeks an extension until February 18, 2014 to file an answer or  
16 responsive pleading to Plaintiff's Complaint (#1). An answer was previously due on January 29,  
17 2014. *See January 23, 2014 Order, Doc. #15.* Westgate represents that it obtained the consent of  
18 Plaintiff's recently-replaced counsel to extend the response deadline, but has been unable to contact  
19 Plaintiff's new counsel. The Court finds that Westgate establishes good cause for an extension.

20 The Court notes that Westgate filed its Motion *ex parte*. An *ex parte* motion or application  
21 is one that is filed with the Court, but is not served upon the opposing or other parties. *See Local*  
22 *Rule 7-5(a).* All *ex parte* motions must contain a statement showing good cause why the matter  
23 was submitted to the Court without notice to all parties. *See Local Rule 7-5(b).* *Ex parte* and  
24 emergency motions are distinct. Motions may be submitted *ex parte* only for compelling reasons,  
25 and not for emergency motions. *See Local Rule 7-5(b)* Emergency motions must be so titled, must  
26 state the nature of the emergency, and must certify that good-faith efforts were made to resolve the  
27 dispute without Court action. *See Local Rule 7-5(d)(1)-(3).* Westgate is instructed to adhere to the  
28 different rules governing these distinct motions in further filings with the Court. Accordingly,

