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8 *Attorneys for Plaintiff*
 9 *ProteinHouse Franchising, LLC*

10 **UNITED STATES DISTRICT COURT**
 11 **DISTRICT OF NEVADA**

12 PROTEINHOUSE FRANCHISING, LLC,
 13 Plaintiff,
 14 v.
 15 EAT STRONG, LLC, DANTE J.
 16 ESQUIBEL, RYLEE L. GEHRKE, GARY
 M. STODDARD, and TERRI L.
 17 STODDARD,
 18 Defendants.

Case No. 2:18-cv-00938-JAD-CWH
**STIPULATION AND ORDER FOR
 ACCEPTANCE OF SERVICE AND TO
 RESCHEDULE HEARING**

19 Plaintiff ProteinHouse Franchising, LLC (“ProteinHouse”) and Defendants Eat Strong,
 20 LLC, Dante J. Esquibel, Rylee L. Gehrke, Gary M. Stoddard, and Terri L. Stoddard
 21 (“Defendants”), by and through their respective counsel, hereby agree and stipulate as follows:

22 1. Defendants agree to accept service of the Complaint (ECF No. 1), Plaintiff’s
 23 emergency motion for temporary restraining order (ECF No. 3), Plaintiff’s emergency motion for
 24 preliminary injunction (ECF No. 4), the issued summonses (ECF No. 6), and the Court’s order,
 25 dated May 23, 2018, (ECF No. 7), effective May 25, 2018;

26 2. To further settlement discussions, the parties agree to vacate the hearing on
 27 Plaintiff’s emergency motions, presently set for May 31, 2018 at 2:00 p.m., and to reschedule the
 28 hearing to occur on June 14, 2018 at 2:00 p.m.; and

1 3. Plaintiff's agreement to extend the hearing shall not constitute laches or otherwise
2 be used against Plaintiff by any Defendant to argue that Plaintiff is not entitled to temporary or
3 preliminary injunctive relief.


4 4. Because this case is in the very early stage, Defendants' counsel has not yet been
5 admitted in Nevada or made an appearance in this case, but is authorized to accept service on
6 Defendants' behalf and to agree to this stipulation on Defendants' behalf. Defendants' counsel
7 has reviewed the requirements for admission *pro hac vice* in Nevada, intends to seek admission
8 *pro hac vice*, and is unaware of any reason under the applicable rules why he would not be
9 admitted *pro hac vice*.

10 **IT IS SO AGREED AND STIPULATED:**

11 HOWARD & HOWARD ATTORNEYS PLLC

DENTON PETERSON, P.C.

12
13 By: /s/ Jonathan W. Fountain
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Eat Strong, LLC, Dante J. Esquibel,
Rylee L. Gehrke, Gary M. Stoddard,
and Terri L. Stoddard*

19 *Attorneys for Plaintiff
ProteinHouse Franchising, LLC*

21 Dated: this 25th day of May, 2018

22
23 **IT IS SO ORDERED:**

24 
25 UNITED STATES DISTRICT JUDGE

26
27 DATED: 5/25/2018