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 12 *Consultants, LLC, and Rene Richardson*

13 **UNITED STATES DISTRICT COURT**  
 14 **DISTRICT OF NEVADA**

16 UNITED STATES OF AMERICA *ex rel.*  
 17 PEGGY THORNTON, Relator,

18 and

19 PEGGY THORNTON,  
 20 Plaintiff,

21 vs.

22 PORTOLA DEL SOL OPERATOR, LLC, a  
 foreign limited-liability company; TMIF II  
 23 PORTOLA, LLC, a foreign limited-liability  
 company; APARTMENT MANAGEMENT  
 24 CONSULTANTS, LLC, a foreign limited  
 liability company; and RENE  
 25 RICHARDSON, as AGENT of PORTOLA  
 DEL SOL OPERATOR, LLC,

26 Defendants.  
 27  
 28

Case No. 2:21-cv-01123-APG-BNW

**Stipulation and Order to Extend Deadline  
 for Defendants Apartment Management  
 Consultants, LLC and Rene Richardson to  
 Respond to the Second Amended  
 Complaint**

**(Fifth Request)**

1 Relator Peggy Thornton and Defendants Apartment Management Consultants, LLC and  
2 Rene Richardson (collectively “AMC”), by and through their respective undersigned counsel,  
3 hereby stipulate to extend AMC’s deadline to respond to Ms. Thornton’s Second Amended  
4 Complaint (“SAC”), until two weeks after the Court decides Ms. Thornton and AMC’s  
5 forthcoming joint motion to approve settlement.

6 1. Ms. Thornton filed her SAC on September 24, 2024. ECF No. 108.

7 2. Under FRCP 15, AMC’s response to the SAC was therefore due on October 8,  
8 2024.

9 3. The Parties stipulated to grant AMC an additional three weeks to assess the SAC  
10 given the multiple rounds of motion-to-dismiss briefing filed thus far and in light of AMC’s  
11 counsels’ conflicting work travel. ECF No. 113.

12 4. The Parties subsequently stipulated to grant AMC additional time to respond to the  
13 SAC due to unexpected scheduling conflicts. ECF No. 115.

14 5. Ms. Thornton and AMC engaged in settlement discussions during the intervening  
15 period and received two extensions to AMC’s answering deadline to provide the United States  
16 time to review the settlement offer, as required under the FCA. ECF Nos. 118-19; ECF  
17 Nos. 125–26.

18 6. Ms. Thornton and AMC have agreed on a settlement amount, but as explained  
19 immediately below, they require Court approval of the settlement.

20 7. As of this writing, the United States has *not* stated whether it has any objection to  
21 the proposed settlement terms.

22 8. Although no objection is anticipated, Ms. Thornton and AMC will submit a joint  
23 motion to the Court in the coming days, asking it to approve the settlement, which will provide  
24 the United States an opportunity to object.

25 9. Because preventing AMC from expending additional attorney’s fees to respond to  
26 the SAC during that period would be conducive to settlement, the Parties agree it is in their  
27 mutual best interest and judicial economy to likewise extend that response until after the Court  
28 decides the settlement motion.

1           10.     The Parties request a two-week extension from the date of the Court’s decision on  
2 their forthcoming settlement motion to accommodate the finalization and execution of a written  
3 settlement agreement.

4           11.     If the Court approves the settlement, Ms. Thornton will dismiss her claims against  
5 AMC, with prejudice, thus mooting its need to respond to the SAC.

6           12.     The Parties agree that this stipulation is entered into in good faith and will not  
7 unduly delay proceedings.

8

9                   **IT IS SO STIPULATED.**

10

11           Dated: December 10, 2024.

Dated: December 10, 2024.

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SNELL & WILMER L.L.P.

NEVADA LEGAL SERVICES

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By: /s/ Gil Kahn

By: /s/ Elizabeth S. Carmona

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**ORDER**

Good cause appearing, Ms. Thornton and AMC’s stipulation is **GRANTED**. AMC’s deadline to respond to the Second Amended Complaint is extended until two weeks after the Court decides the Parties’ forthcoming motion to approval settlement.

**IT IS SO ORDERED.**

  
UNITED STATES MAGISTRATE JUDGE

DATED: 12/11/2024

1 CERTIFICATE OF SERVICE

2 I, the undersigned, declare under penalty of perjury, that I am over the age of eighteen  
3 (18) years, and I am not a party to, nor interested in, this action. On this date, I caused to be  
4 served a true and correct copy of the foregoing **Stipulation and Order to Extend Deadline for**  
5 **Defendants Apartment Management Consultants, LLC and Rene Richardson to Respond to**  
6 **the Second Amended Complaint (Fifth Request)** by method indicated below:

- 7  **BY FAX:** by transmitting via facsimile the document(s) listed above to the fax  
8 number(s) set forth below on this date before 5:00 p.m. pursuant to EDCR Rule 7.26(a).  
9 A printed transmission record is attached to the file copy of this document(s).
- 10  **BY U.S. MAIL:** by placing the document(s) listed above in a sealed envelope with  
11 postage thereon fully prepaid, in the United States mail at Las Vegas, Nevada addressed  
12 as set forth below.
- 13  **BY OVERNIGHT MAIL:** by causing document(s) to be picked up by an overnight  
14 delivery service company for delivery to the addressee(s) on the next business day.
- 15  **BY PERSONAL DELIVERY:** by causing personal delivery by, a messenger service  
16 with which this firm maintains an account, of the document(s) listed above to the  
17 person(s) at the address(es) set forth below.
- 18  **BY ELECTRONIC SUBMISSION:** submitted to the above-entitled Court for  
19 electronic filing and service upon the Court’s Service List for the above-referenced case.
- 20  **BY EMAIL:** by emailing a PDF of the document listed above to the email addresses of  
21 the individual(s) listed below.

22 DATED December 10, 2024

23 */s/ Tiy Lewis*  
24 \_\_\_\_\_  
25 An employee of SNELL & WILMER L.L.P.

26 4876-6853-6055