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10 *Attorneys for Defendant*
 11 *Apartment Management Consultants, LLC*

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

14 UNITED STATES OF AMERICA *ex rel.*
 15 PEGGY THORNTON, Realtor,

16 and

17 PEGGY THORNTON,

18 Plaintiff,

19 vs.

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

28 Defendants.

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

**STIPULATION AND ORDER TO
 EXTEND DEADLINE TO FILE
 RESPONSE TO COMPLAINT**

(Sixth Request)

1 Plaintiff Peggy Thornton (“Plaintiff”) and Defendant Apartment Management Consultants,
2 LLC (“Defendant” or “AMC”), by and through their undersigned counsel, for good cause shown,
3 hereby stipulate and agree to extend AMC’s deadline to file its response to Plaintiff’s Complaint
4 [ECF No. 1] from May 10, 2023 to May 25, 2023, to continue to facilitate the Parties’ settlement
5 discussions:

- 6 1. Plaintiff filed the Complaint on June 14, 2021 [ECF No. 1].
- 7 2. The Complaint was unsealed on December 9, 2022, upon the United States declining
8 intervention [ECF No. 18].
- 9 3. AMC’s response to the Complaint was originally due on January 18, 2023.
- 10 4. The Parties had informally agreed to extend the deadline to respond to February 1,
11 2023, prior to AMC retaining counsel.
- 12 5. Undersigned counsel, Snell & Wilmer L.L.P., was retained to represent AMC on or
13 about January 26, 2023.
- 14 6. The Parties previously stipulated to extend the deadline for AMC to respond to the
15 Complaint.
- 16 7. AMC initially needed more time to evaluate the complaint because it has not served
17 as property manager for the apartment complex at issue for several years and needed to locate
18 relevant documents. Plaintiff then generously provided AMC with the underlying contracts and
19 leases at issue in this dispute, which AMC’s counsel has been analyzing to assess Plaintiff’s claims.
- 20 8. At the same time, undersigned counsel and their core litigation team were faced
21 some personal obstacles that impeded their ability to work, including the post-partum
22 hospitalization of a spouse and a school-age child currently suffering from COVID.
- 23 9. The Parties’ counsel subsequently requested an extension until April 10, 2023, to
24 engage in an initial settlement discussion.
- 25 10. That process has been fruitful, and Plaintiff has made a settlement demand,
26 including an iteration for a global resolution of this matter. To that end, AMC is in the process
27 of evaluating the offer with its fellow defendants.
- 28

1 11. To facilitate that process, the parties stipulated to an additional 30 days for AMC to
2 respond to the complaint, which the Court granted.

3 12. AMC originally believed that this 30-day period would provide sufficient time for
4 all parties to determine whether they can agree on settlement terms.

5 13. While AMC has worked diligently to that end, it has had to navigate and assess
6 several complex issues, including prior contractual relationships with other defendants.

7 14. The Court recently granted defendant TMIF's request to extend its deadline to file
8 a reply in support of its motion to dismiss until May 25, 2023, to facilitate these settlement
9 negotiations. [ECF No. 48].

10 15. AMC respectfully requests an extension of its answering deadline until the same
11 **May 25, 2023** deadline given that it relates to the same global settlement negotiations.

12 16. This extension will also continue deferring the considerable attorneys' fees
13 associated with AMC responding to the complaint and thus be conducive to settlement.

14 17. This extension request is sought in good faith and is not made for the purpose of
15 delay.

16 THEREFORE, Plaintiff and AMC therefore request an extension for AMC to file its
17 response to the Complaint until **May 25, 2023**.

18 Dated: May 10, 2023

Dated: May 10, 2023

19 NEVADA LEGAL SERVICES, INC.

SNELL & WILMER L.L.P.

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21 By: /s/ Elizabeth S. Carmona
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25 **ORDER**

26 IT IS SO ORDERED

27 DATED: 8:45 pm, May 11, 2023

28 

BRENDA WEKSLER
UNITED STATES MAGISTRATE JUDGE

*Attorneys for Defendant Apartment
Management Consultants, LLC*

1 **CERTIFICATE OF SERVICE**

2 I, the undersigned, declare under penalty of perjury, that I am over the age of eighteen (18)
3 years, and I am not a party to, nor interested in, this action. On this date, I caused to be served a
4 true and correct copy of the foregoing **STIPULATION AND ORDER TO EXTEND**
5 **DEADLINE TO FILE RESPONSE TO COMPLAINT** by method indicated below:

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

21 DATED May 10, 2023

22 */s/ Maricris Williams*
23 _____
24 An employee of SNELL & WILMER L.L.P.

25 4889-8614-7683