

1 Adam Hosmer-Henner (NSBN 12779)  
2 Katrina Weil (NSBN 16152)  
3 McDONALD CARANO LLP  
4 100 West Liberty Street, Tenth Floor  
5 Reno, Nevada 89501  
6 (775) 788-2000  
7 ahosmerhenner@mcdonaldcarano.com  
8 kweil@mcdonaldcarano.com

9 *Attorneys for Plaintiffs*

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

13 HOMETOWN HEALTH PLAN, INC., a  
14 Nevada non-profit corporation and  
15 HOMETOWN HEALTH PROVIDERS  
16 INSURANCE COMPANY, INC., a Nevada  
17 non-profit corporation,

18 Plaintiffs,

19 vs.

20 GATEWAY HEALTH PARTNERS, INC., a  
21 Delaware corporation; DOES 1 through 10; and  
22 ROE ENTITIES 11 through 20, inclusive,

23 Defendants.

24 Case No.: 3:24-cv-00581-MMD-CSD

25 **ORDER GRANTING STIPULATION  
26 EXTENDING DEADLINE FOR  
27 DEFENDANT TO RESPOND TO  
28 COMPLAINT**

**(SECOND REQUEST)**

29 Pursuant to Local Rules IA 6-1 and 7-1, Plaintiffs Hometown Health Plan, Inc. and  
30 Hometown Health Providers Insurance Company, Inc. (collectively “Hometown Health”) and  
31 Defendant Gateway Health Partners, Inc. (“Gateway”), hereby stipulate, agree, and respectfully  
32 request that the Court extend the deadline for Gateway to respond to the Complaint from March 8,  
33 2025 to April 7, 2025.

34 Gateway requires additional time to meaningfully analyze the issues presented in this action  
35 and to respond. Furthermore, the parties request additional time to discuss the issues presented in  
36 this action and to work towards a potential resolution without further litigation. The parties  
37 participated in a mediation on February 21<sup>st</sup> and have continued discussions in good faith following

1 the mediation.<sup>1</sup> The parties do not seek this extension for the purposes of delay and this is the second  
2 request by Gateway for an extension of time to respond to Hometown Health's Complaint.  
3 Accordingly, the parties request that the Court grant an extension of time to respond to Hometown  
4 Health's Complaint until **April 7, 2025**.

6 DATED this 7<sup>th</sup> day of March, 2025.

DATED this 7<sup>th</sup> day of March, 2025.

7 | MCDONALD CARANO LLP

## QUARLES & BRADY LLP

8        /s/ Adam Hosmer-Henner  
9        Adam Hosmer-Henner, Esq. (NSBN 12779)  
10      Katrina Weil, Esq. (NSBN 16152)  
11      100 West Liberty Street, Tenth Floor  
12      Reno, Nevada 89501  
13      (775) 788-2000  
14      ahosmerhenner@mcdonaldcarano.com  
15      kweil@mcdonaldcarano.com

/s/ Mark W. Bina  
Mark W. Bina, Esq. (*pro hac vice forthcoming*)  
300 N. LaSalle Street, Suite 4000  
Chicago, Illinois 19428  
(312) 715-5000  
Mark.bina@quarles.com

13 || Attorneys for Plaintiffs

Brooks T. Westergard (NSBN 14300)  
**DICKINSON WRIGHT PLLC**  
100 West Liberty Street, Suite 940  
Reno, Nevada 89501  
(775) 343-7500  
[bwestergard@dickinson-wright.com](mailto:bwestergard@dickinson-wright.com)

*Attorneys for Defendant*

## IT IS SO ORDERED.

UNITED STATES MAGISTRATE JUDGE

DATED: March 10, 2025.

25       <sup>1</sup> This Stipulation should not be construed as, nor shall it constitute a waiver of any rights or defenses  
26 of any party. The parties agree, however, that this period set aside for mediation shall fully satisfy  
27 any contractual pre-litigation dispute resolution conditions to the extent they have not already been  
28 satisfied. Furthermore, the parties agree that this Stipulation does not prevent the parties from further  
seeking to extend Gateway's response date by subsequent stipulation or to prevent Gateway from  
unilaterally petitioning the Court for additional time if necessary.