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7
8 **UNITED STATES DISTRICT COURT**
9 **DISTRICT OF NEVADA**

10 HOMETOWN HEALTH PLAN, INC., a
11 Nevada non-profit corporation and
HOMETOWN HEALTH PROVIDERS
12 INSURANCE COMPANY, INC., a Nevada
13 non-profit corporation,

14 Plaintiffs,

15 vs.

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

18 Defendants.
19

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

**ORDER GRANTING STIPULATION
EXTENDING DEADLINE FOR
DEFENDANT TO RESPOND TO
COMPLAINT**

(SECOND REQUEST)

20 Pursuant to Local Rules IA 6-1 and 7-1, Plaintiffs Hometown Health Plan, Inc. and
21 Hometown Health Providers Insurance Company, Inc. (collectively “Hometown Health”) and
22 Defendant Gateway Health Partners, Inc. (“Gateway”), hereby stipulate, agree, and respectfully
23 request that the Court extend the deadline for Gateway to respond to the Complaint from March 8,
24 2025 to April 7, 2025.

25 Gateway requires additional time to meaningfully analyze the issues presented in this action
26 and to respond. Furthermore, the parties request additional time to discuss the issues presented in
27 this action and to work towards a potential resolution without further litigation. The parties
28 participated in a mediation on February 21st and have continued discussions in good faith following

1 the mediation.¹ 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 7th day of March, 2025.

7 MCDONALD CARANO LLP

8 /s/ Adam Hosmer-Henner
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DATED this 7th day of March, 2025.

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Attorneys for Defendant

18 **IT IS SO ORDERED.**

19
20 
21 _____
UNITED STATES MAGISTRATE JUDGE

23 DATED: March 10, 2025.

25 _____
26 ¹ This Stipulation should not be construed as, nor shall it constitute a waiver of any rights or defenses
27 of any party. The parties agree, however, that this period set aside for mediation shall fully satisfy
28 any contractual pre-litigation dispute resolution conditions to the extent they have not already been
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.