

1 JONES DAY
James L. Poth (SBN 185042)
2 jlpoth@jonesday.com
3161 Michelson Drive
3 Suite 800
Irvine, California 92612.4408
4 Telephone: +1.949.851.3939
Facsimile: +1.949.553.7539
5

6 B. Kurt Copper (*Pro Hac Vice*)
2727 North Harwood Street
Dallas, Texas 75201.1515
7 Telephone: +1.214.220.3939
Facsimile: +1.214.969.5100
8

9 Attorney for Defendants

10 UNITED STATES DISTRICT COURT
CENTRAL DISTRICT OF CALIFORNIA, SOUTHERN DIVISION
11

12 ANTHEM BLUE CROSS LIFE AND
13 HEALTH INSURANCE COMPANY, a
California corporation; and BLUE
14 CROSS OF CALIFORNIA DBA
ANTHEM BLUE CROSS, a California
15 corporation,

16 Plaintiffs,

17 v.

18 PRIME HEALTHCARE SERVICES –
ST. FRANCIS, LLC; CHINO VALLEY
19 MEDICAL CENTER AUXILIARY;
PRIME HEALTHCARE SERVICES –
20 ENCINO HOSPITAL, LLC; PRIME
HEALTHCARE SERVICES –
21 GARDEN GROVE, LLC; PRIME
HEALTHCARE HUNTINGTON
22 BEACH, LLC; PRIME HEALTHCARE
LA PALMA, LLC; PRIME
23 HEALTHCARE SERVICES –
MONTCLAIR, LLC; PRIME
24 HEALTHCARE PARADISE VALLEY,
LLC; PRIME HEALTHCARE
25 SERVICES - SHASTA, LLC; PRIME
HEALTHCARE SERVICES –
26 SHERMAN OAKS, LLC; AND PRIME
HEALTHCARE ANAHEIM, LLC,
27

28 Defendants.

Case No. 8:26-cv-00023

**STIPULATION TO EXTEND
PRIME HOSPITALS' DEADLINE
TO ANSWER OR OTHERWISE
RESPOND TO PLAINTIFFS'
COMPLAINT BY 28 DAYS**

Judge: Honorable Monica Ramirez
Almadani

Date Action Filed: January 5, 2026
Complaint Served: January 21, 2026
Current Response Date: March 30,
2026

New Response Date: April 27, 2026

1 JONES DAY
David M. DeVito (SBN 243695)
2 ddevito@jonesday.com
555 California Street, 26th Floor
3 San Francisco, California 94104
Telephone: +1.415.626.3939
4 Facsimile: +1.415.875.5700

5 Nicholas J. Rawls (SBN 349996)
nrawls@jonesday.com
6 555 South Flower Street
Fiftieth Floor
7 Los Angeles, California 90071.2452
Telephone: +1.213.489.3939
8 Facsimile: +1.213.243.2539

9 *Additional Counsel for Defendants*
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1 Pursuant to L.R. 7, Defendants PRIME HEALTHCARE SERVICES –ST.
2 FRANCIS, LLC; CHINO VALLEY MEDICAL CENTER AUXILIARY; PRIME
3 HEALTHCARE SERVICES – ENCINO HOSPITAL, LLC; PRIME
4 HEALTHCARE SERVICES – GARDEN GROVE, LLC; PRIME HEALTHCARE
5 HUNTINGTON BEACH, LLC; PRIME HEALTHCARE LA PALMA, LLC;
6 PRIME HEALTHCARE SERVICES – MONTCLAIR, LLC; PRIME
7 HEALTHCARE PARADISE VALLEY, LLC; PRIME HEALTHCARE SERVICES
8 - SHASTA, LLC; PRIME HEALTHCARE SERVICES – SHERMAN OAKS, LLC;
9 AND PRIME HEALTHCARE ANAHEIM, LLC (the “Prime Hospitals”) and
10 Plaintiffs ANTHEM BLUE CROSS LIFE AND HEALTH INSURANCE
11 COMPANY, and BLUE CROSS OF CALIFORNIA DBA ANTHEM BLUE CROSS
12 (“Plaintiffs”) and (together with Defendants, the “Parties”), by and through their
13 respective counsel of record, stipulate and agree to a 28-day extension of the time for
14 Prime Hospitals to respond to Plaintiffs’ Complaint, as follows:

15 1. On February 11, 2026, the Court granted the Parties’ stipulation to
16 extend the Prime Hospitals’ deadline to answer or otherwise respond to Plaintiffs’
17 Complaint to March 30, 2026.

18 2. Counsel for the Parties have been involved in briefing and hearings in
19 other litigation, including *Anthem Blue Cross Life and Health Insurance Company et*
20 *al v. HaloMD LLC et al.*, 8:25-CV-01467 (C.D. Cal.), where a hearing was recently
21 held regarding Defendants’ motions to dismiss, and *Anthem Health Plans of Virginia,*
22 *Inc. v. AGS Health, Inc. et al.*, 7:25-CV-00804 (W.D. Va.).

23 3. Additionally, investigating the issues alleged in Plaintiffs’ Complaint,
24 which includes eleven individual Prime Hospitals as defendants, has required more
25 time than initially anticipated.

26 4. Counsel for the Parties met and conferred via telephone and email on
27 March 24, 2026, and agreed to an additional 28 days for the Prime Hospitals to
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1 respond to the Complaint, with accordant extensions of the deadlines for the
2 opposition and reply briefs.

3 5. For these reasons, the Parties have agreed that the Prime Hospitals shall
4 have an additional 28 days to answer or otherwise respond to Plaintiffs' Complaint,
5 up to and including **April 27, 2026**.

6 6. This deadline will apply to all Prime Hospitals, regardless of the date on
7 which they were served with process.

8 7. If the Prime Hospitals respond to Plaintiffs' Complaint with a motion,
9 the Parties have agreed to the following briefing schedule: Plaintiffs' deadline to file
10 an Opposition Brief shall be up to and including **June 12, 2026**; Prime Hospitals'
11 deadline to file a Reply Brief shall be up to and including **June 26, 2026**.

12 8. The requested extension is sought in good faith and not for the purposes
13 of delay or any other improper reason and will not alter the date of any event or any
14 deadline already fixed by Court order. This is the second request for an extension of
15 time sought by the Parties. No party will be prejudiced by the relief sought herein.

16 THEREFORE, the Parties hereby stipulate and agree that the deadline for
17 Prime Hospitals to answer, object, or otherwise respond to Plaintiffs' Complaint, up
18 through and including **April 27, 2026**.

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Dated: March 26, 2026

JONES DAY

By: /s/ Nicholas J. Rawls
James L. Poth
David M. DeVito
B. Kurt Copper
Nicholas J. Rawls

Attorneys for Defendants
PRIME HEALTHCARE SERVICES –
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PRIME HEALTHCARE SERVICES –
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SHERMAN OAKS, LLC; AND PRIME
HEALTHCARE ANAHEIM, LLZ

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Dated: March 26, 2026

CROWELL & MORING LLP

By: /s/ Jason T. Mayer
Jason T. Mayer

Amir Shlesinger (SBN 20413)
ashlesinger@crowell.com
Laura Schwartz (SBN 302907)
lschwartz@crowell.com
CROWELL & MORING LLP 515
South Flower Street, 41st Floor Los
Angeles, CA 90071-1514 Tel:
213.443.5507

Martin J. Bishop (pro hac vice)
mbishop@crowell.com
Illinois Bar No. 6269425
Alexandra M. Lucas (pro hac vice)
alucas@crowell.com
Illinois Bar No. 6313385
Jason T. Mayer (pro hac vice)
jmayer@crowell.com
Illinois Bar No. 6309633
CROWELL & MORING LLP 300
N. LaSalle Drive, Suite 2500
Chicago, IL 60654
Tel: 312.321.4200

Jed Wulfekotte (pro hac vice)
jwulfekotte@crowell.com
Lily Geyer (pro hac vice)
lgeyer@crowell.com
CROWELL & MORING LLP
1001 Pennsylvania Avenue, NW
Washington, DC 20004
TEL: 202.624.2505

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SIGNATURE CERTIFICATION

Pursuant to Rule 5-4.3.4(a)(2) of the Local Civil Rules of the United States District Court for the Central District of California, I hereby certify that the content of this document is acceptable to all signatories, and that I have obtained their authorization to affix electronic signatures to this document.

Dated: March 26, 2026

JONES DAY

By: /s/ Nicholas J. Rawls
Nicholas J. Rawls

Attorneys for Defendants
PRIME HEALTHCARE SERVICES –
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