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7 Attorneys for Plaintiff
FRANCISCO VILLAS COMMUNITY ASSOCIATION

9 **UNITED STATES DISTRICT COURT**

10 **DISTRICT OF NEVADA**

11 **FRANCISCO VILLAS COMMUNITY ASSOCIATION**, a Nevada Nonprofit
 12 Cooperative Corporation Without Stock,

Case No. **2:14-cv-372-JAD-(VCF)**

13 Plaintiff,

**THE PARTIES' SECOND JOINT MOTION
 AND PROPOSED ORDER TO STAY
 FURTHER PROCEEDINGS PENDING A
PRIVATE MEDIATION**

14 vs.

15 **XL SPECIALTY INSURANCE COMPANY**, a
 Delaware corporation,
 16 Defendant.

17 _____/

18 Plaintiff **FRANCISCO VILLAS COMMUNITY ASSOCIATION** (hereinafter "Francisco Villas")
 19 and Defendant **XL SPECIALTY INSURANCE COMPANY** (hereinafter "XL"), by their counsel of
 20 record, hereby move the Court to enter a further order staying the proceedings in this matter
 21 an additional forty-five (45) days pending a private party mediation, which is now scheduled
 22 for July 2, 2014.

23 **POINTS AND AUTHORITIES**

24 Plaintiff, Francisco Villas, is a homeowners association which purchased Commercial
 25 General Commercial Insurance with Defendant XL. The Policy insures the structures and
 26 improvements of the Association's members' condominiums.

27

1 On January 17, 2014, Plaintiff filed the declaratory relief action against XL seeking
2 declarations that the Policy covers damage which occurred to the homeowners condominium
3 foundations and structures between September 9, 2011 through September 27, 2012. It
4 appears that a water main below the surface of the ground broke releasing mass amounts of
5 water under the foundations of the condominium project which caused subsidence and
6 resultant damage to the condominium buildings, the structures and improvements. The
7 residents/member-tenants of four (4) units have been completely displaced, and it is likely that
8 an additional four (4) residents/member-tenants of the other side of the same structure may
9 be order to vacate their units, as well.

10 XL believes that there were provisions of the policy which excluded coverage for some
11 or all of the damage incurred. Plaintiff on the other hand, insists that the interpretation of the
12 policy would justify coverage. Nonetheless, prior to suit, Defendant XL thrice denied the claim
13 of Plaintiff Francisco Villas.

14 After serving the Complaint herein, the parties had some preliminary discussions which
15 indicate that common ground might be reached in resolving the matter at an early stage.¹
16 After cogent, candid and thorough discussions, the parties agreed to mediate this matter with
17 private mediator Joseph Bongiovi, and the mediation was originally set for May 15, 2014.

18 However, upon further communication and coordination of site visits by the parties and
19 their experts, the parties agreed to postpone the mediation to ensure that the parties have
20 ample time to prepare for the mediation. The delay of the mediation was for good cause to
21 ensure that the mediation has the maximum potential for success. Additional due diligence
22 by both parties, and even by members of the Plaintiff, continue at this time.

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25 ¹The Complaint, Answer and Counterclaim have been filed by the parties. Statements
26 of interested parties have also been filed along with the statement concerning the removal of
27 this action from state to federal court. Francisco Villas has yet to file a reply to the
 counterclaim; nor have the parties met to draft a Discovery Plan/Scheduling Order to the court.
 Discovery has not been undertaken, other than the initial evaluations done by contractors,
 engineers and adjusters of the parties.

