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FRANCISCO VILLAS COMMUNITY ASSOCIATION

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UNITED STATES DISTRICT COURT

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DISTRICT OF NEVADA

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

13 Plaintiff,

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 until Thursday, September 25, 2014, pending a private party mediation.

22

POINTS AND AUTHORITIES

23 Plaintiff, FRANCISCO VILLAS COMMUNITY ASSOCIATION, is a homeowners association
24 which purchased Commercial General Commercial Insurance with Defendant XL. The Policy
25 insures the structures and improvements of the members' residential condominiums.

26 On January 17, 2014, Plaintiff filed the declaratory relief action against XL seeking

27 declarations that the Policy covers damage which occurred to the homeowners condominium

1 foundations and structures during the applicable policy period, between September 9, 2011
2 through September 27, 2012. It appears that a water main below the surface of the ground
3 broke releasing mass amounts of water under the foundations of the condominium project
4 which caused subsidence and resultant damage to the condominium buildings, the structures
5 and improvements. The residents/member-tenants of four (4) units have been completely
6 displaced, and the physical damages impact an additional four (4) residents/member-tenants
7 of the other side of the same physical, eight (8) residential unit-structure.

8 XL believes that there were provisions of the policy which excluded coverage for some
9 or all of the damages. Plaintiff insists that the interpretation of the policy would justify
10 coverage. Nonetheless, prior to suit, Defendant XL thrice denied Plaintiff's claims.

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

15 However, upon further communication and coordination of site visits by the parties and
16 their experts, the parties agreed to postpone the mediation to July 2, 2014 to ensure that the
17 parties had sufficient time to prepare for the mediation. The delay of the originally scheduled
18 mediation was for good cause to ensure that the mediation had the maximum potential for
19 success.

20 Upon the Parties' earlier Joint Motion to Stay (Docket No. 7), this Court entered its
21 Order (Docket No. 8) staying this matter until June 10, 2014 to allow for the May 15, 2014
22 mediation to go forward without requiring the parties to expend any additional resources on
23 pre-mediation litigation. Thereafter, upon the parties Second Joint Motion to Stay Proceedings
24 (Docket No. 9) the Court entered an Order (Docket No. 10) staying this matter until July 25,

25
26 ¹The Complaint, Answer and Counterclaim have been filed by the parties. Statements of interested
27 parties have also been filed along with the statement concerning the removal of 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.

1 2014 to allow the parties to mediate the case on July 2, 2014 before having to expend
2 additional effort and resources potentially unnecessarily in light of the July 2, 2014 mediation.

3 After significant additional consultation between the parties and the mediator, and after
4 a site visit by Joseph Bongiovi in late June of 2014, everyone involved agreed that the planned
5 July 2, 2014 mediation should be postponed to allow the parties and the mediator additional
6 time to prepare and to allow the best chance for a complete resolution of the case. The delay
7 since the parties agreed to the further stipulation – and the expiration of the Court’s deadline
8 to report – was solely in an effort to identify an available date for Mr. Bongiovi to conduct the
9 mediation, on which date the parties and their counsel, experts and other possible damage
10 witnesses can appear. The parties have agreed – and all necessary persons have confirmed
11 as available – to move forward with the mediation on Thursday, September 18, 2014.

12 The parties still believe that the matter can be resolved by good faith mediation and
13 resolution of the underlying claims and therefore hereby move this Court for an Order extending
14 the stay of the proceedings to September 25, 2014, at which time the parties will file a joint
15 status report detailing the outcome of the mediation – and if necessary, within fourteen (14)
16 days thereafter, a proposed Discovery Plan and Scheduling Order.

17 Dated: August 14, 2014.

18 LAW OFFICES OF STEVEN J. PARSONS

CHRISTIAN, KRAVITZ, DICHTER, JOHNSON & SLUGA, LLC

19 /s/ Steven J. Parsons
20 STEVEN J. PARSONS
21 Nevada Bar No. 363

/s/ Martin J. Kravitz
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22 Attorneys for Plaintiff
23 FRANCISCO VILLAS COMMUNITY
24 ASSOCIATION

Attorneys for Defendant
XL SPECIALTY INSURANCE CO.

25 ORDER

26 Upon the foregoing Motion, and good cause appearing, therefore,
27 IT IS SO ORDERED that the parties’ Motion to Stay is hereby GRANTED.

Dated: August ¹⁵____, 2014.



U.S. DISTRICT/MAGISTRATE JUDGE