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10 Attorneys for Plaintiffs and Counter Defendants GARY COPPOLA, an individual; GARY  
11 COPPOLA, as SUCCESSOR TRUSTEE OF THE VIOLA M. COPPOLA IRREVOCABLE  
12 TRUST; and GARY COPPOLA, as TRUSTEE OF THE ANTHONY M. COPPOLA TRUST

13 UNITED STATES DISTRICT COURT

14 EASTERN DISTRICT OF CALIFORNIA - FRESNO DIVISION

15 GARY COPPOLA, an individual, GARY  
16 COPPOLA, as SUCCESSOR TRUSTEE OF  
17 THE VIOLA M. COPPOLA IRREVOCABLE  
18 TRUST; and GARY COPPOLA, as  
19 TRUSTEE OF THE ANTHONY M.  
20 COPPOLA TRUST;

21 Plaintiffs,

22 v.

23 PARAGON CLEANERS, INC. (formerly  
24 sued as GREGORY SMITH, an individual); et  
25 al.

26 Defendants.

Case No.: 1:11-CV-01257-AWI-BAM

**STIPULATION AND [PROPOSED]  
ORDER SETTING A SETTLEMENT  
CONFERENCE**

27 MISSION LINEN SUPPLY, a California  
28 Corporation,

Plaintiff,

v.

CITY OF VISALIA, and Does 1-20, inclusive,

Defendant.

Case No.: 1:15-CV-00672-AWI-EPG

**STIPULATION AND [PROPOSED]  
ORDER SETTING A SETTLEMENT  
CONFERENCE**

1 This stipulation is made by and between plaintiffs and counter-defendants Gary Coppola, an  
2 individual; Gary Coppola, as Successor Trustee of The Viola M. Coppola Irrevocable Trust; Gary  
3 Coppola, as Trustee of The Anthony M. Coppola Trust, and defendants, counter and cross-claimants,  
4 and cross-defendants Paragon Cleaners, Inc.; Richard Laster; The Estate of Decatur Higgins,  
5 deceased; The Estate of Mabel Elaine Higgins, deceased; Nash Properties, LLC; David H. Nash, as  
6 the Successor Co-Trustee of The Jane Nash Trust; Richard P. Nash, as the Successor Co-Trustee of  
7 The Jane Nash Trust; and the City of Visalia (collectively “Coppola Parties”); as well as plaintiff  
8 Mission Linen Supply and defendant City of Visalia (collectively “Mission Linen Parties”).

9 The Parties, through their respective counsel of record, hereby stipulate and request that the  
10 Court set a Settlement Conference to be coordinated in both of the above-referenced cases. The  
11 Parties request that the Settlement Conference be scheduled on September 13, 2017 at 10:30 a.m., or  
12 at a time convenient for the Court, and that the Settlement Conference be held before Magistrate  
13 Judge Grosjean or Magistrate Judge McAuliffe, subject to availability.

14 There is good cause to set a settlement conference coordinated in these matters as both cases  
15 have been assigned to Senior District Court Judge, Anthony Ishii, have similar factual and legal  
16 issues, as well as insurance coverage issues, particularly with respect to the City. The City’s  
17 insurance carriers in both cases are identical and coverage in one case is impacted by the other case.  
18 As set forth below, all of the City’s insurance carriers need to attend to ensure a final, universal  
19 settlement in both cases.

20 With respect to the *Coppola v. Paragon* case:

21 1. Good cause exists in ordering Counsel for the Coppola Parties to attend a  
22 settlement conference because the Coppola Parties have reached a settlement in principal in the  
23 *Coppola v. Paragon* case. However, the case cannot be dismissed and the settlement funded, unless  
24 and until the City resolves pending issues with its insurance carriers. Despite efforts by the Parties,  
25 they have been unable to finalize the settlement as a result of the insurance carriers.

1           2.     The Parties stipulate and request that all of the City's insurance claims  
2 representatives, primary and excess, and coverage counsel, with full settlement authority, be required  
3 to attend the Settlement Conference in person.

4           3.     The Parties further stipulate and request that the Court excuse from attendance  
5 Counsel and/or any party representatives for the Higgins/Nash Parties, as well as the Paragon and  
6 Laster Parties as there are no remaining issues with respect to their settlements, except for finalizing  
7 the global settlement conditioned on the issues set forth above.

8           With respect to the *Mission Linen v. City* case:

9           1.     Good cause exists in coordinating the settlement conference to set the  
10 Settlement Conference at the same time because counsel are substantially the same in both cases.

11          2.     The Parties stipulate and request that all of the City's insurance claims  
12 representatives, primary and excess, and coverage counsel, with full settlement authority, be required  
13 to attend the Settlement Conference in person.

14          The Parties further stipulate and agree that should it benefit the Court, the Coppola Parties  
15 and Mission Linen Parties submit confidential settlement conference statements to the selected  
16 Magistrate Judge at least 5 days before the scheduled conference, or at another time convenient to  
17 the Court.

18          It is so stipulated and respectfully submitted to the Court.

19  
20 Date: August 25, 2017

GREBEN & ASSOCIATES

21  
22 /s/ Jan A. Greben

Jan A. Greben

Christine M. Monroe

Attorneys for Plaintiffs and Counter Defendants

23 GARY COPPOLA, an individual; GARY  
24 COPPOLA, as SUCCESSOR TRUSTEE OF  
25 THE VIOLA M. COPPOLA IRREVOCABLE  
26 TRUST; and GARY COPPOLA, as TRUSTEE  
27 OF THE ANTHONY M. COPPOLA TRUST

1 Date: August 25, 2017  
(per authorization)

GUALCO LAW

2 /s/ Lori J. Gualco

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Lori J. Gualco  
4 Attorney for Defendant RICHARD LASTER

5 Date: August 25, 2017  
(per authorization)

GUALCO LAW

6 /s/ Lori J. Gualco

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Lori J. Gualco  
8 Attorney for Defendant PARAGON  
9 CLEANERS, INC.

10 Date: August 25, 2017  
(per authorization)

HERR, PEDERSEN & BERGLUND LLP

12 /s/ Leonard C. Herr

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Leonard C. Herr  
14 Attorney for Defendant CITY OF VISALIA

15 Date: August 25, 2017  
(per authorization)

WILLIAMS, BRODERSEN & PRITCHETT  
LLP

17 /s/ Steven R. Williams

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Steven R. Williams  
19 Attorney for Defendants THE ESTATE OF  
20 DECATUR HIGGINS, deceased; THE ESTATE  
21 OF MABEL ELAINE HIGGINS, deceased;  
22 NASH PROPERTIES, LLC; DAVID H. NASH,  
23 as the SUCCESSOR CO-TRUSTEE OF THE  
24 JANE NASH TRUST, a trust treated under the  
25 terms of the Last Will and Testament Of Mabel  
26 Elaine Higgins, formerly known as the Mabel  
27 Elaine Higgins Testamentary Trust and  
28 commonly known as the Jane Higgins Nash  
Trust; and RICHARD P. NASH, as the  
SUCCESSOR CO-TRUSTEE OF THE JANE  
NASH TRUST, a trust created under the terms of  
the Last Will and Testament Of Mabel Elaine  
Higgins, formerly known as the Mabel Elaine  
Higgins Testamentary Trust and commonly  
known as the Jane Higgins Nash Trust

1 Date: August 25, 2017  
2 (per authorization)

GUALCO LAW

3 /s/ Lori J. Gualco

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Lori J. Gualco  
Attorney for Plaintiff MISSION LINEN  
SUPPLY

5 Date: August 25, 2017

GREBEN & ASSOCIATES

7 /s/ Jan A. Greben

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Jan A. Greben  
Christine M. Monroe  
Attorneys for Plaintiff MISSION LINEN  
SUPPLY

10 Date: August 25, 2017  
11 (per authorization)

HERR, PEDERSEN & BERGLUND LLP

12 /s/ Leonard C. Herr

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Leonard C. Herr  
Attorney for Defendant CITY OF VISALIA

14  
15 **[PROPOSED] ORDER**

16  
17 Based on the foregoing stipulation, and good cause appearing thereon, it is HEREBY  
18 ORDERED that:

- 19 1. Counsel for plaintiff Mission Linen Supply and defendant City of Visalia are required to  
20 attend a Settlement Conference;
- 21 2. Counsel for plaintiffs and counter-defendants Gary Coppola, an individual; Gary Coppola, as  
22 Successor Trustee of The Viola M. Coppola Irrevocable Trust; Gary Coppola, as Trustee of  
23 The Anthony M. Coppola Trust, and defendants, counter and cross-claimants, and cross-  
24 defendants Paragon Cleaners, Inc.; Richard Laster; and the City of Visalia are required to  
25 attend a Settlement Conference;
- 26 3. Attendance by Mr. Williams, counsel for The Estate of Decatur Higgins, deceased; The  
27 Estate of Mabel Elaine Higgins, deceased; Nash Properties, LLC; David H. Nash, as the  
28

1 Successor Co-Trustee of The Jane Nash Trust; Richard P. Nash, as the Successor Co-Trustee  
2 of The Jane Nash Trust, is not mandatory;

3 4. All of the City’s insurance claims representatives, primary and excess, and coverage counsel,  
4 with full settlement authority, are required to attend in-person;

5 5. The Settlement Conference is set for September 13, 2017 at **9:30 a.m.** and will be held  
6 before **Magistrate Judge Barbara A. McAuliffe**;<sup>1</sup> and

7 6. The Parties shall submit a confidential settlement conference statement to Magistrate  
8 Judge McAuliffe on or before **September 6, 2017**.

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10 IT IS SO ORDERED.

11 Dated: August 28, 2017

  
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SENIOR DISTRICT JUDGE

<sup>1</sup> The Court notes that, as required by the Local Rules, the parties in these cases filed a “Notice Of Waiver Of Disqualification Of Settlement Judgement Pursuant To Local Rule 270(b).” See *Coppola* Doc. No. 480; *Mission Linen* Doc. No. 77.