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

UNITED STATES DISTRICT COURT

EASTERN DISTRICT OF CALIFORNIA - FRESNO DIVISION

GARY COPPOLA, an individual, GARY COPPOLA, as SUCCESSOR TRUSTEE OF THE VIOLA M. COPPOLA IRREVOCABLE TRUST; and GARY COPPOLA, as TRUSTEE OF THE ANTHONY M. COPPOLA TRUST;

Plaintiffs,

v.

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

Defendants.

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

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

MISSION LINEN SUPPLY, a California 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

23 Christine M. Monroe

Attorneys for Plaintiffs and Counter Defendants

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

1 Date: August 25, 2017
(per authorization)

GUALCO LAW

2 /s/ Lori J. Gualco

3

Lori J. Gualco
4 Attorney for Defendant RICHARD LASTER

5 Date: August 25, 2017
(per authorization)

GUALCO LAW

6 /s/ Lori J. Gualco

7

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

13

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

18

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

4 Lori J. Gualco
Attorney for Plaintiff MISSION LINEN
SUPPLY

5 Date: August 25, 2017

GREBEN & ASSOCIATES

7 /s/ Jan A. Greben

8 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

13 Leonard C. Herr
Attorney for Defendant CITY OF VISALIA

14
15 **[PROPOSED] ORDER**

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

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

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**;¹ 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

¹ 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.