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UNITED STATES DISTRICT COURT
EASTERN DISTRICT OF CALIFORNIA

DONALD GLASS ,

Plaintiff,

vs.

R. BEER, et al.,

Defendants.

Case No. 1:04-cv-5466-OWW-SMS PC

**ORDER SETTING SETTLEMENT
CONFERENCE**

Date: May 4, 2010

Time: 10:00 a.m.

Courtroom: Nine

Magistrate Judge Dennis L. Beck

_____ /

Plaintiff is a prisoner proceeding pro se with an action under 42 U.S.C. § 1983. This case is referred to Magistrate Judge Dennis L. Beck, to conduct a settlement conference on May 4, 2010, at 10:00 a.m. in Courtroom #9 . A separate writ of habeas corpus ad testificandum to transport the plaintiff from Kern Valley State Prison (KVSP) will issue concurrently herewith.

Accordingly, IT IS HEREBY ORDERED that:

1. This case is set for settlement conference before Magistrate Judge Dennis L. Beck, on May 4, 2010, at 10:00 a.m. at the U.S. District Court, 2500 Tulare Street, Fresno, California, in courtroom number 9.

2. Plaintiff shall attend in person, with defendants' lead counsel and a person with full and unlimited authority to negotiate and enter into a binding settlement on defendants' behalf. Those in attendance must be prepared to discuss the claims, defenses and damages.

1 Governmental entities may appear through litigation counsel only, but must have immediate
2 access to the individual with settlement authority.¹ The failure of any counsel, party or
3 authorized person subject to this order to appear in person may result in the imposition of
4 sanctions.

5 3. The parties are directed to submit brief confidential settlement conference
6 statements to the chambers of Magistrate Judge Dennis L. Beck so that they are received no later
7 than April 29, 2010.

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10 IT IS SO ORDERED.

11 **Dated:** April 21, 2010

/s/ Sandra M. Snyder
UNITED STATES MAGISTRATE JUDGE

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22 _____
23 ¹The term “full authority to settle” means that the individuals attending the mediation
24 conference must be authorized to fully explore settlement options and to agree at that time to any
25 settlement terms acceptable to the parties. *G. Heileman Brewing Co., Inc. v. Joseph Oat Corp.*,
26 871 F.2d 648, 653 (7th Cir. 1989). The individual must also have “unfettered discretion and
authority” to change the settlement position of the party. *Pittman v. Brinker Int’l., Inc.*, 216
F.R.D. 481, 485-86 (D. Ariz. 2003). The purpose behind requiring the attendance of a person
with full settlement authority is that the parties’ view of the case may be altered during the face
to face conference. *Pitman* at 486. An authorization to settle for a limited dollar amount or sum
certain is not adequate. *Nick v. Morgan’s Foods, Inc.*, 270 F. 3d 590, 596-97 (8th Cir. 2001)