



- 1 4. Those in attendance must be prepared to discuss the claims, defenses and damages.  
2 The failure of any counsel, party or authorized person subject to this order to appear in  
3 person may result in the imposition of sanctions. In addition, the conference will not  
4 proceed and will be reset to another date.
- 5 5. The parties are directed to exchange non-confidential settlement statements seven (7)  
6 days prior to the settlement conference. These statements shall simultaneously be  
7 delivered to the court using the following email address:  
8 [kjnorders@caed.uscourts.gov](mailto:kjnorders@caed.uscourts.gov). If a party desires to share additional confidential  
9 information with the court, they may do so pursuant to the provisions of Local Rule  
10 270(d) and (e).
- 11 6. **Within twenty-one (21) days** of the date of this order, attorney Robert Navarro  
12 **SHALL** file an executed substitution of attorney in compliance with Local Rule 182  
13 indicating Plaintiff's agreement with the notice of special appearance filed by Mr.  
14 Navarro on March 10, 2017 (Doc. 205).

15 IT IS SO ORDERED.

16 Dated: **March 22, 2017**

17 */s/ Sheila K. Olerto*  
18 UNITED STATES MAGISTRATE JUDGE

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23 v. United States District Court for the Northern Mariana Islands, 694 F.3d 1051, 1053, 1057, 1059 (9<sup>th</sup> Cir.  
24 2012)(“the district court has broad authority to compel participation in mandatory settlement conference[s].”). The  
25 term “full authority to settle” means that the individuals attending the mediation conference must be authorized to  
26 fully explore settlement options and to agree at that time to any settlement terms acceptable to the parties. G.  
27 Heileman Brewing Co., Inc. v. Joseph Oat Corp., 871 F.2d 648, 653 (7<sup>th</sup> Cir. 1989), cited with approval in Official  
28 Airline Guides, Inc. v. Goss, 6 F.3d 1385, 1396 (9<sup>th</sup> Cir. 1993). The individual with full authority to settle must also  
have “unfettered discretion and authority” to change the settlement position of the party, if appropriate. Pitman v.  
Brinker Int’l., Inc., 216 F.R.D. 481, 485-86 (D. Ariz. 2003), amended on recon. in part, Pitman v. Brinker Int’l., Inc.,  
2003 WL 23353478 (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 conference. Pitman, 216 F.R.D. at 486. An  
authorization to settle for a limited dollar amount or sum certain can be found not to comply with the requirement of  
full authority to settle. Nick v. Morgan’s Foods, Inc., 270 F.3d 590, 596-97 (8<sup>th</sup> Cir. 2001).