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UNITED STATES DISTRICT COURT  
EASTERN DISTRICT OF CALIFORNIA

VICTORY ILSUNG,  
Plaintiff,  
v.  
ROBERT MOBERT,  
Defendant.

Case No. 1:10-cv-02070-AWI-MJS (PC)

**ORDER SETTING SETTLEMENT  
CONFERENCE**

Plaintiff is a state prisoner proceeding pro se in this civil rights action pursuant to 42 U.S.C. § 1983. The Court has determined that this case will benefit from a settlement conference. Therefore, this case will be referred to Magistrate Judge Kendall J. Newman for the Court's Settlement Week program to conduct a settlement conference at the U. S. District Court, 501 I Street, Sacramento, California 95814 in Courtroom #25 on June 5, 2015 at 9:00 a.m.

A separate order and writ of habeas corpus ad testificandum will issue concurrently with this order.

In accordance with the above, IT IS HEREBY ORDERED that:

1. This case is set for a settlement conference before Magistrate Judge Kendall J. Newman on June 5, 2015 at 9:00 a.m. at the U. S. District Court, 501 I Street, Sacramento, California 95814 in Courtroom #25.
2. A representative with full and unlimited authority to negotiate and enter into a

1  
2 binding settlement on the defendants' behalf shall attend in person.<sup>1</sup>

3 3. Those in attendance must be prepared to discuss the claims, defenses and  
4 damages. The failure of any counsel, party or authorized person subject to this  
5 order to appear in person may result in the imposition of sanctions. In addition,  
6 the conference will not proceed and will be reset to another date.

7 4. Parties are directed to exchange non-confidential settlement statements seven  
8 days prior to the settlement conference. These statements shall  
9 simultaneously be delivered to the court using the following email address:  
10 [kjnorders@caed.uscourts.gov](mailto:kjnorders@caed.uscourts.gov). Plaintiff shall mail his non-confidential  
11 settlement statement to arrive not less than seven days prior to the settlement  
12 conference, addressed to Magistrate Judge Kendall J. Newman, USDC  
13 CAED, 501 I Street, Suite 4-200, Sacramento, CA 95814. The envelope shall  
14 be marked "Settlement Statement." If a party desires to share additional  
15 confidential information with the court, they may do so pursuant to the  
16 provisions of Local rule 270(d) and (e).

17  
18 IT IS SO ORDERED.

19 Dated: April 8, 2015

20 /s/ Michael J. Seng  
21 UNITED STATES MAGISTRATE JUDGE

22 <sup>1</sup> While the exercise of its authority is subject to abuse of discretion review, "the district court has the  
23 authority to order parties, including the federal government, to participate in mandatory settlement  
24 conferences. . . ." United States v. United States District Court for the Northern Mariana Islands, 694 F.3d  
25 1051, 1053, 1057, 1059 (9th Cir. 2012) ("the district court has broad authority to compel participation in  
26 mandatory settlement conference[s]"). The term "full authority to settle" means that the individuals  
27 attending the mediation conference must be authorized to fully explore settlement options and to agree at  
28 that time to any settlement terms acceptable to the parties. G. Heileman Brewing Co., Inc. v. Joseph Oat  
Corp., 871 F.2d 648, 653 (7th Cir. 1989), cited with approval in Official Airline Guides, Inc. v. Goss, 6 F.3d  
1385, 1396 (9th 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. Pittman 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 face to face 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  
(8th Cir. 2001).

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