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**UNITED STATES DISTRICT COURT  
EASTERN DISTRICT OF CALIFORNIA**

|                            |   |                                 |
|----------------------------|---|---------------------------------|
| LAREN SALISBURY, et al.,   | ) | Case No.: 1:12-cv-01098 LJO JLT |
|                            | ) |                                 |
| Plaintiffs,                | ) | ORDER SETTING SECOND SETTLEMENT |
|                            | ) | CONFERENCE                      |
| v.                         | ) |                                 |
|                            | ) | (Doc. 108)                      |
| ARTHUR E. HICKMAN, et al., | ) |                                 |
|                            | ) |                                 |
| Defendants.                | ) |                                 |
|                            | ) |                                 |

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Based on the joint application of the parties, the Court ORDERS:

1. This action is set for a settlement conference before Magistrate Judge Thurston on Friday, November 15, 2013, starting at 10:00 a.m., and continuing until the close of business or when the Court decides the conference is no longer productive, whichever occurs first;
2. Each party and insurer, with full authority to resolve this matter, is required to attend this conference, unless excused by order of the Court;
3. **No later than October 28, 2013**, Plaintiff **SHALL** submit to Defendant via fax or e-mail, a written itemization of damages and a meaningful<sup>1</sup> settlement demand which includes a brief explanation of why such a settlement is appropriate. Thereafter, **no later than November 6, 2013**,

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<sup>1</sup> “Meaningful” means that the offer is reasonably calculated to settle. “Meaningful” does not include an offer which the offering party knows will not be acceptable to the other party. If, however, the offering party is only willing to offer a settlement which it knows the other party will not accept, this should trigger a recognition the case is not in a settlement posture and the parties should confer about continuing or vacating the settlement conference via stipulation.

1 Defendant **SHALL** respond, via fax or e-mail, with an acceptance of the offer or with a meaningful  
2 counteroffer which includes a brief explanation of why such a settlement is appropriate.

3 If settlement is not achieved, each party **SHALL** attach copies of their settlement offers to their  
4 Confidential Settlement Conference Statement, as described below. Copies of these documents shall  
5 not be filed on the court docket.

6 4. Each side shall deliver an updated settlement conference statement to Judge Thurston's  
7 chambers by Friday, November 8, 2013.

8  
9 IT IS SO ORDERED.

10 Dated: October 18, 2013

/s/ Jennifer L. Thurston  
UNITED STATES MAGISTRATE JUDGE