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UNITED STATES DISTRICT COURT
EASTERN DISTRICT OF CALIFORNIA

JAMES LEOS,
Plaintiff,
v.
C. RASEY, et al.,
Defendants.

Case No. 1:14-cv-02029-LJO-JLT (PC)

ORDER SETTING SETTLEMENT
CONFERENCE ON JULY 16, 2018

Plaintiff is a state prisoner proceeding *pro se* with this civil rights action filed 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 a Magistrate Judge to conduct a settlement conference at the California State Prison, Corcoran (CSP-COR), 4001 King Avenue, Corcoran, CA 93212 on July 16, 2018, at 8:30 a.m. The Court will issue the necessary transportation order in due course.

In accordance with the above, the Court **ORDERS:**

1. This case is set for a settlement conference before a federal Magistrate Judge on July 16, 2018, at CSP-COR.
2. A representative with authority to negotiate and enter into a binding settlement shall attend

1 in person.¹

- 2 3. Those in attendance must be prepared to discuss the claims, defenses and damages. The
3 failure of any counsel, party or authorized person subject to this order to appear in person
4 may result in the imposition of sanctions. In addition, the conference will not proceed and
5 will be reset to another date.
- 6 4. Parties shall provide a confidential settlement statement to the following email address:
7 **settleconf@caed.uscourts.gov**. Plaintiff shall mail his confidential settlement statement to
8 U.S. District Court, 2500 Tulare Street, Fresno, California, 93721, “**Attention: Institution**
9 **Settlement Judge for July 16, 2018.**” The envelope shall be marked “Confidential
10 Settlement Statement.” Settlement statements shall arrive no later than July 9, 2018.
11 Parties shall also file a Notice of Submission of Confidential Settlement Statement (see
12 Local Rule 270(d)). Settlement statements **should not be filed** with the Clerk of the Court
13 **nor served on any other party**. Settlement statements shall be clearly marked
14 “confidential” with the date and time of the settlement conference indicated prominently
15 thereon.
- 16 5. The confidential settlement statement shall be **no longer than five pages** in length, typed
17 or neatly printed, and include the following:
- 18 a. A brief statement of the facts of the case.
 - 19 b. A brief statement of the claims and defenses, i.e., statutory or other grounds upon
20 which the claims are founded; a forthright evaluation of the parties’ likelihood of

21 _____
22 ¹ Though the exercise of its authority is subject to abuse of discretion review, “the district court has the authority to order
23 parties, including the federal government, to participate in mandatory settlement conferences. . . .” United States v. United
24 States District Court for the Northern Mariana Islands, 694 F.3d 1051, 1053, 1057, 1059 (9th Cir. 2012)(“the district court
25 has broad authority to compel participation in mandatory settlement conference[s].”). The term “full authority to settle”
26 means that the individuals attending the mediation conference must be authorized to fully explore settlement options and to
27 agree at that time to any settlement terms acceptable to the parties. G. Heileman Brewing Co., Inc. v. Joseph Oat Corp.,
28 871 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. 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 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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prevailing on the claims and defenses; and a description of the major issues in dispute.

- c. An estimate of the cost and time to be expended for further discovery, pretrial, and trial.
- d. The party's position on settlement, including present demands and offers and a history of past settlement discussions, offers, and demands.
- e. A brief statement of each party's expectations and goals for the settlement conference, including how much a party is willing to accept and/or willing to pay.

IT IS SO ORDERED.

Dated: April 19, 2018

/s/ Jennifer L. Thurston
UNITED STATES MAGISTRATE JUDGE