

1 behind requiring the attendance of a person with full settlement authority is that the
2 parties' view of the case may be altered during the face to face conference. An
3 authorization to settle for a limited dollar amount or sum certain can be found not to
4 comply with the requirement of full authority to settle.¹

- 5 3. Parties are directed to submit confidential settlement statements no later than
6 September 11, 2017 to ckdorders@caed.uscourts.gov. If a party desires to share
7 additional confidential information with the Court, they may do so pursuant to the
8 provisions of Local Rule 270(d) and (e). Parties are also directed to file a "Notice of
9 Submission of Confidential Settlement Statement" (See L.R. 270(d)).

10 Settlement statements **should not be filed** with the Clerk of the Court **nor served**
11 **on any other party**. Settlement statements shall be clearly marked "confidential"
12 with the date and time of the settlement conference indicated prominently thereon.

13 The confidential settlement statement shall be **no longer than five pages** in length,
14 typed or neatly printed, and include the following:

- 15 a. A brief statement of the facts of the case.
16 b. A brief statement of the claims and defenses, i.e., statutory or other
17 grounds upon which the claims are founded; a forthright evaluation of the
18 parties' likelihood of prevailing on the claims and defenses; and a
19 description of the major issues in dispute.

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21 ¹ While the exercise of its authority is subject to abuse of discretion review, "the district court has the
22 authority to order parties, including the federal government, to participate in mandatory settlement
23 conferences... ." United States v. United States District Court for the Northern Mariana Islands, 694 F.3d 1051,
24 1053, 1057, 1059 (9th Cir. 2012)("the district court has broad authority to compel participation in mandatory
25 settlement conference[s]"). The term "full authority to settle" means that the individuals attending the
26 mediation conference must be authorized to fully explore settlement options and to agree to settlement terms
27 acceptable to the parties. G. Heileman Brewing Co., Inc. v. Joseph Oat Corp., 871 F.2d 648, 653 (7th Cir. 1989),
28 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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- c. A summary of the proceedings to date.
- d. An estimate of the cost and time to be expended for further discovery, pretrial, and trial.
- e. The relief sought.
- f. The party's position on settlement, including present demands and offers and a history of past settlement discussions, offers, and demands.
- g. A brief statement of each party's expectations and goals for the settlement conference.

IT IS SO ORDERED.

Dated: July 19, 2017

/s/ Jennifer L. Thurston
UNITED STATES MAGISTRATE JUDGE