



1 should not have been extended until after the settlement conference on June 24, 2016. The fact that  
2 Plaintiff and Defendant may disagree as to the monetary amount and have not reached a settlement  
3 agreement at this time does not demonstrate that defense counsel has engaged in negotiations in bad  
4 faith. Thus, Plaintiff's objection to Defendant's request for an extension of time is noted but the Court  
5 declines to reconsider its decision to grant the extension of the dispositive motion deadline.

6 Plaintiff also objects to "ex parte communication" between the Court and defense counsel.  
7 The Court reached out to defense counsel to set this case for settlement conference on June 24, 2016,  
8 was merely to ascertain defense counsel's schedule and availability, and the Court in no way discussed  
9 the merits of this case. Indeed, the Court often reaches out to parties in cases it deems fit for a  
10 settlement conference and "ex parte communication is permissible for scheduling purposes that do not  
11 address substantive matters where the judge reasonably believes no party will gain a procedural,  
12 substantive, or tactical advantage." See Eleanora J. Dietlein Trust v. Am. Home Mortg. Inv. Corp.,  
13 No. 11-cv-0719-LRH VPC, 2014 WL 911121, at \*2 (D. Nev. Mar. 7, 2014) (citing Canon 3A(4)(B) of  
14 Code of Conduct for United States Judges). Thus, contacting defense counsel for non-substantive  
15 scheduling purposes, as done here, does not constitute improper ex parte communication.

16 Based on the foregoing, it is HEREBY ORDERED that Plaintiff's objections to the Court's  
17 May 23, 2016, order granting Defendant's request to extend the dispositive motion deadline and "ex  
18 parte" communication are OVERRULED.

19  
20 IT IS SO ORDERED.

21 Dated: June 2, 2016

  
UNITED STATES MAGISTRATE JUDGE