

1 Bakersfield, California, 93301.

- 2 2. A representative with full and unlimited authority to negotiate and enter into a binding
3 settlement shall attend in person.²
- 4 3. Those in attendance must be prepared to discuss the claims, defenses, and damages at
5 issue in this case. The failure of any counsel, party, or authorized person subject to
6 this order to appear in person may result in the imposition of sanctions. In addition,
7 the conference will not proceed and will be reset to another date.
- 8 4. At least 21 days before the settlement conference, Plaintiff SHALL submit to
9 Defendants a written itemization of damages and a meaningful settlement demand,
10 which includes a brief explanation of why such a settlement is appropriate, not to
11 exceed ten pages in length. Thereafter, no later than 14 days before the settlement
12 conference, Defendant SHALL respond, by telephone or in person, with an acceptance
13 of the offer or with a meaningful counteroffer, which includes a brief explanation of
14 why such a settlement is appropriate. If settlement is achieved, defense counsel is to
15 immediately inform the courtroom deputy of Judge Thurston.
- 16 5. If settlement is not achieved informally, each party shall provide a confidential
17 settlement statement to the following email address: jltorders@caed.uscourts.gov.
18 Settlement statements shall arrive no later than April 4, 2018. Parties shall also file a
19 Notice of Submission of Confidential Settlement Conference Statement (See L.R.

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21 ² 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 at that time to any
27 settlement terms acceptable to the parties. G. Heileman Brewing Co., Inc. v. Joseph Oat Corp., 871 F.2d 648,
28 653 (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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270(d)). Settlement statements **should not be filed** with the Clerk of Court **nor served on any other party**. Settlement statements shall be clearly marked “confidential” with the date and time of the settlement conference indicated prominently thereon.

6. The confidential settlement statement shall be **no longer than five pages** in length, typed or neatly printed, and include the following:
 - a. A brief statement of the facts of the case.
 - b. A brief statement of the claims and defenses, i.e., statutory or other grounds upon which the claims are founded; a forthright evaluation of the party’s likelihood of prevailing on the claims and defenses; and a description of the major issues in dispute.
 - 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, including how much a party is willing to accept and/or willing to pay.

IT IS SO ORDERED.

Dated: February 1, 2018

/s/ Eric P. Shroy
UNITED STATES MAGISTRATE JUDGE