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UNITED STATES DISTRICT COURT
EASTERN DISTRICT OF CALIFORNIA

MARIO MOLINA,
Plaintiff,
v.
K. HOLLAND, et al.,
Defendants.

Case No. 1:15-cv-01260-DAD-EPG (PC)

ORDER SETTING SETTLEMENT
CONFERENCE

The Court has determined that this case will benefit from a settlement conference. Therefore, this case will be referred to Magistrate Judge Barbara A. McAuliffe to conduct a settlement conference at the United States District Court, 2500 Tulare Street, Fresno, California, 93721, in Courtroom #8 on November 29, 2018, at 9:30 a.m.

An order and writ of habeas corpus ad testificandum will issue in due course.

In accordance with the above, IT IS HEREBY ORDERED that:

1. This case is set for a settlement conference before Magistrate Judge Barbara A. McAuliffe on November 29, 2018, at 9:30 a.m., at the U. S. District Court, 2500 Tulare Street, Fresno, California, 93721, in Courtroom #8.
2. A representative with full and unlimited authority to negotiate and enter into a binding settlement shall attend in person.¹

¹ While the exercise of its authority is subject to abuse of discretion review, “the district court has the authority to order parties, including the federal government, to participate in mandatory settlement conferences...” United States

- 1 3. Those in attendance must be prepared to discuss the claims, defenses, and damages at
2 issue in this case. The failure of any counsel, party, or authorized person subject to
3 this order to appear in person may result in the imposition of sanctions. In addition,
4 the conference will not proceed and will be reset to another date.
- 5 4. Each party shall provide a confidential settlement statement to the following email
6 address: bamorders@caed.uscourts.gov. Settlement statements shall arrive no later
7 than November 15, 2018. Parties shall also file a Notice of Submission of
8 Confidential Settlement Conference Statement (see Local Rule 270(d)). Settlement
9 statements **should not be filed** with the Clerk of Court **nor served on any other**
10 **party**. Settlement statements shall be clearly marked “confidential” with the date and
11 time of the settlement conference indicated prominently thereon.
- 12 5. The confidential settlement statement shall be **no longer than five pages** in length,
13 typed or neatly printed and include the following:
- 14 a. A brief statement of the facts of the case.
- 15 b. A brief statement of the claims and defenses, i.e., statutory or other grounds upon
16 which the claims are founded; a forthright evaluation of the parties’ likelihood of
17 prevailing on the claims and defenses; and a description of the major issues in
18 dispute.
- 19 c. An estimate of the cost and time to be expended for further discovery, pretrial, and
20 trial.
- 21 d. The party’s position on settlement, including present demands and offers and a

22 v. United States District Court for the Northern Mariana Islands, 694 F.3d 1051, 1053, 1057, 1059 (9th Cir. 2012)
23 (“the district court has broad authority to compel participation in mandatory settlement conference[s].”). The term
24 “full authority to settle” means that the individuals attending the mediation conference must be authorized to fully
25 explore settlement options and to agree at that time to any settlement terms acceptable to the parties. G. Heileman
26 Brewing Co., Inc. v. Joseph Oat Corp., 871 F.2d 648, 653 (7th Cir. 1989), cited with approval in Official Airline
27 Guides, Inc. v. Goss, 6 F.3d 1385, 1396 (9th Cir. 1993). The individual with full authority to settle must also have
28 “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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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: June 11, 2018

/s/ Eric P. Groj
UNITED STATES MAGISTRATE JUDGE