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2 discovery. Alternatively, within that same time, Defendant may contact Plaintiff to secure a  
3 longer extension of time or may file a motion showing good cause for the extension. In  
4 accordance with the above, the Court **ORDERS**:

- 5 1. This case is set for a settlement conference before Magistrate Judge Kendall J.  
6 Newman on April 6, 2017 at 1:00 p.m. at the U. S. District Court, 501 I Street,  
7 Sacramento, California 95814 in Courtroom #25;
- 8 2. A representative with full authority to negotiate and enter into a binding settlement on  
9 the defendant's behalf shall attend in person<sup>1</sup>;
- 10 3. Those in attendance must be prepared to discuss the claims, defenses and damages.  
11 The failure of any counsel, party or authorized person subject to this order to appear in  
12 person may result in the imposition of sanctions. In addition, the conference will not  
13 proceed and will be reset to another date;
- 14 4. Defendant is granted **10 days** from the date of service of this order to respond to  
15 Plaintiff's outstanding discovery; alternatively, within that same time, Defendant may  
16 secure further extension from Plaintiff or file a renewed motion provided that the it  
17 demonstrates good cause for the extension of time.

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19 IT IS SO ORDERED.

20 Dated: **February 8, 2017**

**/s/ Jennifer L. Thurston**  
UNITED STATES MAGISTRATE JUDGE

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23 <sup>1</sup> While the exercise of its authority is subject to abuse of discretion review, "the district court has the authority to  
24 order parties, including the federal government, to participate in mandatory settlement conferences..." United States  
25 v. United States District Court for the Northern Mariana Islands, 694 F.3d 1051, 1053, 1057, 1059 (9<sup>th</sup> Cir.  
26 2012)("the district court has broad authority to compel participation in mandatory settlement conference[s]"). The  
27 term "full authority to settle" means that the individuals attending the mediation conference must be authorized to  
28 fully explore settlement options and to agree at that time to any settlement terms acceptable to the parties. G.  
Heileman Brewing Co., Inc. v. Joseph Oat Corp., 871 F.2d 648, 653 (7<sup>th</sup> Cir. 1989), cited with approval in Official  
Airline Guides, Inc. v. Goss, 6 F.3d 1385, 1396 (9<sup>th</sup> 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 (8<sup>th</sup> Cir. 2001).

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