

1 **SHALL** alert the Court so that it can participate in an informal telephonic conference to assist the
2 parties in this regard;

3 5. Unless otherwise permitted in advance by the Court, the attorneys who will try the case
4 shall appear at the Settlement Conference with the parties and the person or persons having full
5 authority to negotiate and settle the case on any terms¹ at the conference. Consideration of settlement
6 is a serious matter that requires preparation prior to the settlement conference. Set forth below are the
7 procedures the Court will employ, absent good cause, in conducting the conference:

8 a. No later **May 31, 2016** than the settlement conference, Plaintiff **SHALL** submit
9 to Defendant via fax or e-mail, a written itemization of damages and a meaningful settlement
10 demand which includes a brief explanation of why such a settlement is appropriate;

11 b. Thereafter, **no later June 3, 2016**, Defendant **SHALL** respond, via fax or e-
12 mail, with an acceptance of the offer or with a meaningful² counteroffer, which includes a brief
13 explanation of why such a settlement is appropriate.

14 c. If settlement is not achieved, each party **SHALL** attach copies of their
15 settlement offers to their Confidential Settlement Conference Statement, as described below.
16 Copies of these documents shall not be filed on the court docket.

17 d. **No later than June 6, 2016**, the parties shall submit, directly to Judge
18 Grosjean's chambers by e-mail to EPGOrders@caed.uscourts.gov, a confidential settlement
19 conference statement. The statement should not be filed with the Clerk of the Court nor served
20 on any other party, although the parties may file a Notice of Lodging of Settlement Conference
21 Statement. Each statement shall be clearly marked "confidential" with the date and time of the
22 Settlement Conference indicated prominently thereon;

23 e. The confidential settlement conference statement shall include the following:

24 A. A brief statement of the facts of the case;

26 ¹ Insurance carriers, business organizations, and governmental bodies or agencies whose settlement agreements
27 are subject to approval by legislative bodies, executive committees, boards of directors or the like shall be represented by
28 a person or persons who occupy high executive positions in the party organization and who will be directly involved in
the process of approval of any settlement offers or agreements. To the extent possible the representative shall have the
authority, if he or she deems it appropriate, to settle the action on terms consistent with the opposing party's most recent
demand.

² "Meaningful" means that the offer is reasonably calculated to settle the case on terms acceptable to the offering
party. "Meaningful" does not include an offer which the offering party knows will not be acceptable to the other party.

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- 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 parties' 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.

IT IS SO ORDERED.

Dated: May 16, 2016

/s/ Jennifer L. Thurston
UNITED STATES MAGISTRATE JUDGE