

- 1 3. Those in attendance must be prepared to discuss the claims, defenses and damages.
2 The failure of any counsel, party or authorized person subject to this order to appear in
3 person may result in the imposition of sanctions. In addition, the conference will not
4 proceed and will be reset to another date.
- 5 4. The parties are directed to submit confidential settlement statements no later than May
6 24, 2018, to SKOorders@caed.uscourts.gov. Plaintiff shall mail his confidential
7 settlement statement to the Chambers of Magistrate Judge Sheila K. Oberto, USDC
8 CAED, 2500 Tulare Street, Room 1501, Fresno, California 93721 so it arrives no later
9 than May 24, 2018. The envelope shall be marked “Confidential Settlement
10 Statement.” If a party desires to share additional confidential information with the
11 Court, they may do so pursuant to the provisions of Local Rule 270(d) and (e). Parties
12 are also directed to file a “Notice of Submission of Confidential Settlement Statement”
13 (See L.R. 270(d)).

14 Settlement statements **should not be filed** with the Clerk of the Court **nor served on any**
15 **other party**. Settlement statements shall be clearly marked “confidential” with the date and time
16 of the settlement conference indicated prominently thereon. The confidential settlement
17 statement shall be **no longer than five pages** in length, typed or neatly printed, and include the
18 following:

- 19 a. A brief statement of the facts of the case.
20 b. A brief statement of the claims and defenses, i.e., statutory or other grounds upon
21 which the claims are founded; a forthright evaluation of the parties’ likelihood of
22

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

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

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.

IT IS SO ORDERED.

Dated: April 10, 2018

/s/ Sheila K. Oberto
UNITED STATES MAGISTRATE JUDGE