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7	IN THE UNITED ST	TATES DISTRICT COURT
8	EASTERN DISTRICT OF CALIFORNIA	
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10	JOHN KELLER,	CASE NO. 1:16-cv-00613-AWI-EPG (PC)
11	Plaintiff,	
12	V.	ORDER SETTING SETTLEMENT CONFERENCE
13	N.K.S.P., et al.,	CONTERENCE
14	Defendants.	
15		
16	Plaintiff is a prisoner appearing with	counsel and in forma pauperis in this civil rights
17	action pursuant to 42 U.S.C. § 1983. The court has determined that this case will benefit from a	
18	settlement conference. Therefore, this case will be referred to Magistrate Judge Michael J. Seng	
19	to conduct a settlement conference at the U.S. District Court, 2500 Tulare Street, Fresno,	
20	California 93721 in Courtroom #6 on October 27, 2017 at 10:30 a.m.	
21	A separate order and writ of habeas corpus ad testificandum will issue concurrently with	
22	this order.	
23	In accordance with the above, IT IS HEREBY ORDERED that:	
24	1. This case is set for a settlement co	onference before Magistrate Judge Michael J. Seng
25	on October 27, 2017, at 10:30 a.m. at the U.S. District Court, 2500 Tulare Street,	
26	Fresno, California 93721 in Courtroom #6.	
27	2. A representative with full and unl	imited authority to negotiate and enter into a binding
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1	settlement shall attend in person. ¹
2	3. Those in attendance must be prepared to discuss the claims, defenses and damages.
3	The failure of any counsel, party or authorized person subject to this order to appear in
4	person may result in the imposition of sanctions. In addition, the conference will not
5	proceed and will be reset to another date.
6	4. Each party shall provide a confidential settlement statement to the following email
7	address: <u>mjsorders@caed.uscourts.gov</u> . Settlement statements shall arrive no later
8	than October 20, 2017. Parties shall also file a Notice of Submission of Confidential
9	Settlement Conference Statement (See Local Rule 270(d)).
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11	Settlement statements should not be filed with the Clerk of the Court nor served on
12	any other party. Settlement statements shall be clearly marked "confidential" with
13	the date and time of the settlement conference indicated prominently thereon.
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15	The confidential settlement statement shall be no longer than five pages in length,
15 16	The confidential settlement statement shall be no longer than five pages in length, typed or neatly printed, and include the following:
16	typed or neatly printed, and include the following:
16 17	typed or neatly printed, and include the following:a. A brief statement of the facts of the case.
16 17 18	 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 parties'
16 17 18 19	 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 parties'
16 17 18 19 20	 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 parties' 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" <u>United States v. United States District Court for the Northern Mariana Islands</u>, 694 F.3d 1051, 1053, 1057, 1059 (9th Cir. 2012)("the district court has broad authority to compel participation in mandatory
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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.	
IT IS SO ORDERED.	
Dated: July 6, 2017 /s/ Erici P. Group	
UNITED STATES MAGISTRATE JUDGE	
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