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UNITED STATES DISTRICT COURT
EASTERN DISTRICT OF CALIFORNIA

SALADIN RUSHDAN aka
ROBERT STANLEY WOODS,

Plaintiff,

vs.

D. DAVEY, et al.,

Defendants.

1:16-cv-00988-NONE-GSA-PC

**ORDER SETTING SETTLEMENT
CONFERENCE**

Saladin Rushdan aka Robert Stanley Woods (“Plaintiff”) is a state prisoner proceeding *pro se* and *in forma pauperis* with this civil rights action pursuant to 42 U.S.C. § 1983. On March 18, 2021, the parties filed a request for referral to a settlement conference. (ECF No. 97.) The request will be granted and this case will be referred to Magistrate Judge Jennifer L. Thurston for the court’s Settlement Week program to conduct a settlement conference on May 28, 2021 at 10:00 a.m. The settlement conference will be conducted by remote means, to be determined at a later date and time. The court will issue the necessary transportation order in due course.

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

1. The request for a referral for a settlement conference is granted and this case is set for a settlement conference before Magistrate Judge Jennifer L. Thurston on May 28,

1 2021 at 10:00 a.m. The settlement conference will be conducted by remote means, to
2 be determined at a later date and time.

3 2. Defendant’s lead counsel and a person with full and unlimited authority to negotiate
4 and enter into a binding settlement on defendant’s behalf shall attend in person.¹

5 3. Those in attendance must be prepared to discuss the claims, defenses and damages.
6 The failure of any counsel, party or authorized person subject to this order to appear in
7 person may result in the imposition of sanctions. In addition, the conference will not
8 proceed and will be reset to another date.

9 4. **No later than April 16, 2021**, Plaintiff **SHALL** submit to Defendant by mail, a
10 written itemization of damages and a meaningful² settlement demand, which includes
11 a brief explanation of why such a settlement is appropriate, not to exceed ten pages in
12 length.

13 5. **No later than April 30, 2021**, Defendant **SHALL** respond, by telephone or in person,
14 with an acceptance of the offer or with a meaningful counteroffer, which includes a
15 brief explanation of why such a settlement is appropriate. If settlement is achieved,
16 defense counsel is to immediately inform the courtroom deputy of Magistrate Judge
17 Thurston.

18
19 ¹ While the exercise of its authority is subject to abuse of discretion review, “the district court has the authority to
20 order parties, including the federal government, to participate in mandatory settlement conferences... .” United States
21 v. United States District Court for the Northern Mariana Islands, 694 F.3d 1051, 1053, 1057, 1059 (9th Cir.
22 2012)(“the district court has broad authority to compel participation in mandatory settlement conference[s].”). The
23 term “full authority to settle” means that the individuals attending the mediation conference must be authorized to
24 fully explore settlement options and to agree at that time to any settlement terms acceptable to the parties. G.
25 Heileman Brewing Co., Inc. v. Joseph Oat Corp., 871 F.2d 648, 653 (7th Cir. 1989), cited with approval in Official
26 Airline Guides, Inc. v. Goss, 6 F.3d 1385, 1396 (9th Cir. 1993). The individual with full authority to settle must also
27 have “unfettered discretion and authority” to change the settlement position of the party, if appropriate. Pitman v.
28 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).

² “Meaningful” means 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. If,
however, the offering party is only willing to offer a settlement which it knows the other party will not accept, this
should trigger a recognition the case is not in a settlement posture and the parties should confer about continuing the
settlement conference via stipulation.

1 6. If settlement is not achieved informally, Defendant is directed to submit a confidential
2 settlement statement **no later than May 14, 2021** to the following email address:
3 jltorders@caed.uscourts.gov. Plaintiff shall mail his confidential settlement statement
4 Attn: Magistrate Judge Jennifer L. Thurston, U.S. District Court, 510 19th Street,
5 Bakersfield, California 93301, **so it arrives no later than May 14, 2021**. The
6 envelope shall be marked “Confidential Settlement Statement.” Parties shall also file
7 a “Notice of Submission of Confidential Settlement Statement.” (See Local Rule
8 270(d).)

9
10 Settlement statements **should not be filed** with the Clerk of the Court **nor served on**
11 **any other party**. Settlement statements shall be clearly marked “confidential” with
12 the date and time of the settlement conference indicated prominently thereon. The
13 confidential settlement statement shall be **no longer than five pages** in length, typed
14 or neatly printed, and include the following:

- 15
16 a. A brief statement of the facts of the case.
17 b. A brief statement of the claims and defenses, i.e., statutory or other grounds upon
18 which the claims are founded; a forthright evaluation of the parties’ likelihood of
19 prevailing on the claims and defenses; and a description of the major issues in
20 dispute.
21 c. An estimate of the cost and time to be expended for further discovery, pretrial, and
22 trial.
23 d. The party’s position on settlement, including present demands and offers and a
24 history of past settlement discussions, offers, and demands.
25 e. A brief statement of each party’s expectations and goals for the settlement
26 conference, including how much a party is willing to accept and/or willing to pay.

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f. If the parties intend to discuss the joint settlement of any other actions or claims not in this suit, give a brief description of each action or claim as set forth above, including case number(s) is applicable.

IT IS SO ORDERED.

Dated: March 19, 2021

/s/ Gary S. Austin
UNITED STATES MAGISTRATE JUDGE