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**UNITED STATES DISTRICT COURT
EASTERN DISTRICT OF CALIFORNIA**

JACK CHURCH,

 Plaintiff,

 v.

J. NAFTZGER,

 Defendant.

Case No.: 1:17-cv-00596-AWI-JLT (PC)

**ORDER SETTING SETTLEMENT
CONFERENCE**

Jack Church is appearing with limited-purpose counsel for a settlement conference in this civil rights action filed pursuant to 42 U.S.C. § 1983. The Court has determined that this case will benefit from a settlement conference. Therefore, this case will be set for a settlement conference before the undersigned to occur at the U. S. District Court, 510 19th Street, Bakersfield, California 93301 on February 22, 2019 at 1:30 p.m. Plaintiff will appear by video conference from his place of confinement. The Court will issue the necessary production order in due course. In accordance with the above, the Court **ORDERS**:

1. This case is set for a settlement conference before the undersigned to occur on February 22, 2019 at 1:30 p.m. at the U. S. District Court, 510 19th Street, Bakersfield, California 93301. Plaintiff is to appear by video conference from his place of confinement.

- 1 2. A representative with full and unlimited authority to negotiate and enter into a binding
2 settlement shall attend in person.¹
- 3 3. Those in attendance must be prepared to discuss the claims, defenses and damages.
4 The failure of any counsel, party or authorized person subject to this order to appear in
5 person may result in the imposition of sanctions. In addition, the conference will not
6 proceed and will be reset to another date.
- 7 4. At least 21 days before the settlement conference, plaintiff SHALL submit to
8 defendant, by mail, a written itemization of damages and a meaningful settlement
9 demand, which includes a brief explanation of why such a settlement is appropriate,
10 not to exceed ten pages in length. Thereafter, no later than 14 days before the
11 settlement conference, defendant SHALL respond, by telephone or in person, with an
12 acceptance of the offer or with a meaningful counteroffer, which includes a brief
13 explanation of why such a settlement is appropriate. If settlement is achieved, defense
14 counsel is to immediately inform the courtroom deputy of Magistrate Judge Thurston.
- 15 5. If settlement is not achieved informally, each party shall provide a confidential
16 settlement statement no later than February 15, 2019 to jltorders@caed.uscourts.gov.
17 Plaintiff shall mail his confidential settlement statement Attn: Magistrate Judge
18 Jennifer L. Thurston, USDC CAED, 510 19th Street, Suite 200, Bakersfield, California
19 93301 so it arrives no later than February 15, 2019. The envelope shall be marked
20 “CONFIDENTIAL SETTLEMENT CONFERENCE STATEMENT.” Parties are also

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

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directed to file a “Notice of Submission of Confidential Settlement Statement” (See L.R. 270(d).)

Settlement statements **should not be filed** with the Clerk of the Court **nor served on any other party**. Settlement statements shall be clearly marked “confidential” with the date and time of the settlement conference indicated prominently thereon.

The confidential settlement statement shall be **no longer than five pages** in length, 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’ 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, including how much a party is willing to accept and/or willing to pay.

IT IS SO ORDERED.

Dated: December 6, 2018

/s/ Jennifer L. Thurston
UNITED STATES MAGISTRATE JUDGE