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8 UNITED STATES DISTRICT COURT
9 EASTERN DISTRICT OF CALIFORNIA
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11 OLGA CASILDO, et al.,

12 Plaintiffs,

13 v.

14 ESPARZA ENTERPRISES, INC,

15 Defendant.
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CASE NO. 1:17-cv-00601-LJO-JLT

**ORDER REGARDING SETTLEMENT
CONFERENCE**

17 The Court has set a settlement conference to occur on November 4, 2019.

18 Unless otherwise permitted in advance by the Court, **the attorneys who will try the case**
19 **shall appear** at the Settlement Conference **with the parties** and the person or persons having **full**
20 **authority** to negotiate and settle the case **on any reasonable terms**¹ discussed at the conference.

21 Consideration of settlement is a serious matter that requires preparation prior to the settlement
22 conference. Set forth below are the procedures the Court will employ, absent good cause, in
23 conducting the conference.

24 **No later than October 14, 2019**, the plaintiffs **SHALL** submit to the defendant via fax or
25 e-mail, a written itemization of damages and a meaningful² settlement demand which includes a
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27 ¹ Insurance carriers, business organizations, and governmental bodies or agencies whose settlement
28 agreements are subject to approval by legislative bodies, executive committees, boards of directors or the like may be
represented by a person whose recommendations about settlement are relied upon by the ultimate decision makers.

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

1 brief explanation of why such a settlement is appropriate. Thereafter, **no later than October 23,**
2 **2019,** the defendant **SHALL** respond via fax or e-mail, with an acceptance of the offer or with a
3 meaningful counteroffer, which includes a brief explanation of why such a settlement is
4 appropriate.

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

8 **CONFIDENTIAL SETTLEMENT CONFERENCE STATEMENT**

9 **At least five court days before** the settlement conference, the parties shall submit, directly
10 to Judge Thurston's chambers by e-mail to JLTOrders@caed.uscourts.gov, a Confidential
11 Settlement Conference Statement. The statement **should not be filed** with the Clerk of the Court
12 **nor served on any other party,** although the parties may file a Notice of Lodging of Settlement
13 Conference Statement. Each statement shall be clearly marked "confidential" with the date and
14 time of the Settlement Conference indicated prominently thereon.

15 The Confidential Settlement Conference Statement shall include the following:

- 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. A summary of the proceedings to date.
- 22 D. An estimate of the cost and time to be expended for further discovery, pretrial and
23 trial.
- 24 E. The relief sought.

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accept, this should trigger a recognition the case is not in a settlement posture and the parties should confer about
continuing or vacating the settlement conference via stipulation.

1 F. The party's position on settlement, including present demands and offers and a
2 history of past settlement discussions, offers and demands.

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4 IT IS SO ORDERED.

5 Dated: October 7, 2019

/s/ Jennifer L. Thurston
UNITED STATES MAGISTRATE JUDGE

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