

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

UNITED STATES DISTRICT COURT
EASTERN DISTRICT OF CALIFORNIA

JOSH BEAULIEU,) Case No.: 1:17-CV-01486 - DAD - JLT
)
Plaintiff,) ORDER SETTING SETTLEMENT CONFERENCE
)
v.)
)
MADLAND TOYOTA-LIFT, INC., et al.,)
)
Defendants.)
)
)

The Court sets a settlement conference on **March 8, 2018** at 9:30 a.m., at the United States Courthouse located at 510 19th Street, Bakersfield, California. Notwithstanding the requirements of Local Rule 270(b), the settlement conference will be conducted by Magistrate Judge Thurston. The Court deems the deviation from the Local Rule to be appropriate and in the interests of the parties and justice and sound case management based upon the location of the parties. **If any party prefers that the settlement conference be conducted by a judicial officer who is not assigned to this case, that party is directed to notify the Court no later immediately** to allow sufficient time for another judicial officer to be assigned to handle the conference.

Unless otherwise permitted in advance by the Court, **the attorneys who will try the case shall appear** at the Settlement Conference **with the parties** and the person or persons having **full authority**¹ to negotiate and settle the case **on any terms**² discussed at the conference. Consideration

¹ The Court is aware that the representative for the insurance carrier will be accessible by telephone during the conference but will not be present due to his/her location in Minnesota.

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

3 **No later than February 15, 2019**, Plaintiff **SHALL** submit to Defendant via fax or e-mail, a
4 written itemization of damages and a meaningful³ settlement demand which includes a brief
5 explanation of why such a settlement is appropriate. Thereafter, **no later than February 22, 2018**,
6 Defendant **SHALL** respond via fax or e-mail, with an acceptance of the offer or with a meaningful
7 counteroffer, which includes a brief explanation of why such a settlement is appropriate.

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

11 **CONFIDENTIAL SETTLEMENT CONFERENCE STATEMENT**

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

18 The Confidential Settlement Conference Statement shall include the 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 prevailing on the claims and defenses; and a description of the major issues in dispute.
- 23 C. A summary of the proceedings to date.

24
25 ² Insurance carriers, business organizations, and governmental bodies or agencies whose settlement agreements
26 are subject to approval by legislative bodies, executive committees, boards of directors or the like shall be represented by
27 a person or persons who occupy high executive positions in the party organization and who will be directly involved in
28 the process of approval of any settlement offers or agreements. To the extent possible, the representative shall have
29 authority, if he or she deems it appropriate, to settle the action on terms consistent with the opposing party's most recent
30 demand.

³ "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 D. An estimate of the cost and time to be expended for further discovery, pretrial and
2 trial.

3 E. The relief sought.

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

6
7 IT IS SO ORDERED.

8 Dated: January 31, 2018

/s/ Jennifer L. Thurston
UNITED STATES MAGISTRATE JUDGE

9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28