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

ANGELA OSEGUERA,  
Plaintiff,  
v.  
WALMART, INC.,  
Defendant.

Case No.: 1:18-cv-01029-AWI BAM  
ORDER RE: SETTLEMENT  
CONFERENCE

The Court has set this matter for a settlement conference on May 20, 2019 at 1:30 p.m. Thus, the Court **ORDERS:**

1. A representative with the authority to negotiate and enter into a binding settlement shall attend in person<sup>1</sup>;
2. Those in attendance must be prepared to discuss the claims, defenses and damages. The failure of any counsel, party or authorized person subject to this order to appear in person may result in the imposition of sanctions. In addition, the conference will not proceed and

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<sup>1</sup> The individuals attending the settlement conference must be authorized to fully explore settlement options and to agree to settlement terms acceptable to the parties. G. Heileman Brewing Co., Inc. v. Joseph Oat Corp., 871 F.2d 648, 653 (7<sup>th</sup> Cir. 1989), cited with approval in Official Airline Guides, Inc. v. Goss, 6 F.3d 1385, 1396 (9<sup>th</sup> Cir. 1993). The individuals must have the ability 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 appropriate 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.

1 will be reset to another date;

2 3. **No later than May 1, 2019**, Plaintiff **SHALL** submit to Defendant via fax or e-mail, a  
3 written itemization of damages and a meaningful<sup>2</sup> settlement demand which includes a  
4 brief explanation of why such a settlement is appropriate. Thereafter, **no later than May**  
5 **10**, Defendant **SHALL** respond via fax or e-mail, with an acceptance of the offer or with a  
6 meaningful counteroffer, which includes a brief explanation of why such a settlement is  
7 appropriate. The parties **SHALL** continue to exchange offers, until it appears they have  
8 reached impasse. If settlement is not achieved, each party **SHALL** attach copies of their  
9 settlement offers to their Confidential Settlement Conference Statement, as described  
10 below. Copies of these documents shall not be filed on the court docket.

11 4. Parties shall lodge confidential settlement statements to by email to

12 [JLTOOrders@caed.uscourts.gov](mailto:JLTOOrders@caed.uscourts.gov) no later than **May 15, 2019**. Parties shall also file a Notice of  
13 Submission of Confidential Settlement Statement (See Local Rule 270(d)). Settlement  
14 statements **should not be filed** with the Clerk of the Court **nor served on any other party**.  
15 Settlement statements shall be clearly marked “confidential” with the date and time of the  
16 settlement conference indicated prominently thereon.

17 6. The confidential settlement statement shall be typed or neatly printed, and include the  
18 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  
23 dispute.

24 c. An estimate of the cost and time to be expended for further discovery, pretrial, and  
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26 <sup>2</sup> “Meaningful” means the offer is reasonably calculated to settle the case on terms acceptable to the offering party.  
27 “Meaningful” does not include an offer which the offering party knows will not be acceptable to the other party. If, however,  
28 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 or vacating the settlement  
conference via stipulation.

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trial.

- d. The party's position on settlement, including present demands and offers and a history of past settlement discussions, offers, and demands.
- e. 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: April 23, 2019

/s/ Jennifer L. Thurston  
UNITED STATES MAGISTRATE JUDGE