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IN THE UNITED STATES DISTRICT COURT
FOR THE EASTERN DISTRICT OF CALIFORNIA

PAUL ERIC HEBBE,

Plaintiff,

No. 2:00-cv-0306 EFB P

v.

CHERYL PLILER, et al.,

Defendants.

ORDER REFERRING CASE FOR
SETTLEMENT CONFERENCE

Plaintiff is a former state prisoner proceeding through counsel in an action brought under 42 U.S.C. § 1983. The court has determined that this case would benefit from a settlement conference. Therefore, this case will be referred to Magistrate Judge Kendall J. Newman to conduct a settlement conference on October 1, 2013, at 9:00 a.m. at the U.S. District Court, in Courtroom No. 25.

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

- 1. This case is set for a settlement conference before Magistrate Judge Kendall J. Newman on October 1, 2013, at 9:00 a.m. at the U.S. District Court, 501 I Street, Sacramento, California, in Courtroom No. 25.

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1 2. Defendants' lead counsel and a person with full and unlimited authority to negotiate
2 and enter into a binding settlement on defendants' behalf 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 person
5 may result in the imposition of sanctions. In addition, the conference will not proceed and will
6 be reset to another date.

7 4. No later than September 24, 2013, the parties are directed to exchange non-
8 confidential settlement statements. These statements shall simultaneously be delivered to the
9 court using the following email address: kjnorders@caed.uscourts.gov. If a party desires to
10 share additional confidential information with the court, they may do so pursuant to the
11 provisions of Local Rule 270(d) and (e).

12 DATED: June 28, 2013.

13 
14 EDMUND F. BRENNAN
15 UNITED STATES MAGISTRATE JUDGE
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18 ¹ While the exercise of its authority is subject to abuse of discretion review, “the district
19 court has the authority to order parties, including the federal government, to participate in
20 mandatory settlement conferences” *United States v. United States District Court for the*
21 *Northern Mariana Islands*, 694 F.3d 1051, 1053, 1057, 1059 (9th Cir. 2012)(“the district court
22 has broad authority to compel participation in mandatory settlement conference[s].”). The term
23 “full authority to settle” means that the individuals attending the mediation conference must be
24 authorized to fully explore settlement options and to agree at that time to any settlement terms
25 acceptable to the parties. *G. Heileman Brewing Co., Inc. v. Joseph Oat Corp.*, 871 F.2d 648,
26 653 (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. *Pittman*
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).