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2 2. A representative with full and unlimited authority to negotiate and enter into a
3 binding settlement on defendants' behalf shall attend in person.¹

4 3. Those in attendance must be prepared to discuss the claims, defenses and
5 damages. The failure of any counsel, party or authorized person subject to this order to appear in
6 person may result in the imposition of sanctions. In addition, the conference will not proceed and
7 will be reset to another date.

8 4. Each party shall provide a confidential settlement conference statement to the
9 Court using the following email address: acorders@caed.uscourts.gov. If a party desires to share
10 additional confidential information with the Court, they may do so pursuant to the provisions of
11 Local Rule 270(d) and (e). Statements are due at least 7 days prior to the Settlement Conference.

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

15 The confidential settlement statement shall be **no longer than five pages** in length,
16 typed or neatly printed, and include the following:

- 17 a. A brief statement of the facts of the case.

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

IT IS SO ORDERED.

Dated: September 25, 2017


MORRISON C. ENGLAND, JR.
UNITED STATES DISTRICT JUDGE