



1           2. Each party is directed to have a principal capable of disposition at the Settlement  
2           Conference or to be fully authorized to settle the matter on any terms at the Settlement  
3           Conference<sup>1</sup>.

4           3. Each party is directed to submit to the chambers of Judge Gregory G. Hollows  
5           confidential settlement conference statements via email to  
6           [gghorders@caed.uscourts.gov](mailto:gghorders@caed.uscourts.gov) not later than May 28, 2015. Plaintiff shall mail his  
7           confidential settlement statement to arrive not later than May 28, 2015 addressed to  
8           Sujean Park, ADR Division, 501 I Street, Suite 4-200, Sacramento, California 95814.  
9           The envelope shall be marked “Settlement Statement.” Such statements are neither to  
10          be filed with the Clerk nor served on opposing counsel. However, each party shall file  
11          a “Notice of Submission of Confidential Settlement Statement” (See L.R. 270(d)).

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

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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

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<sup>1</sup> While the exercise of its authority is subject to abuse of discretion review, “the district court has the  
22          authority to order parties, including the federal government, to participate in mandatory settlement  
23          conferences... ” United States v. United States District Court for the Northern Mariana Islands, 694 F.3d 1051,  
24          1053, 1057, 1059 (9<sup>th</sup> Cir. 2012)(“the district court has broad authority to compel participation in mandatory  
25          settlement conference[s].”). The term “full authority to settle” means that the individuals attending the  
26          mediation conference must be authorized to fully explore settlement options and to agree at that time to any  
27          settlement terms acceptable to the parties. G. Heileman Brewing Co., Inc. v. Joseph Oat Corp., 871 F.2d 648,  
28          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 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 (8<sup>th</sup> Cir. 2001).

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- 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.

Dated: April 15, 2015

  
KENDALL J. NEWMAN  
UNITED STATES MAGISTRATE JUDGE

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