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

TROY GABRIELSON, et al.,

No. CIV S-09-0538-MCE-CMK

Plaintiff,

vs.

UNITED STATES POSTAL SERVICE, et al.,

ORDER SETTING  
SETTLEMENT CONFERENCE

Defendants.

May 30, 2013 at 1:00 p.m.

\_\_\_\_\_/

On April 9, 2013, the court issued a minute order requiring the parties to meet and confer to determine whether participation in a mediation would be beneficial. (Doc. No. 52). On May 8, 2013, Jonathan Paul (attorney for Troy Gabrielson), provided a report via email to the court's ADR coordinator, stating the parties conferred regarding settlement and are amenable to a settlement conference. Therefore, this case will be set for a settlement conference before the undersigned at the U. S. District Court, 501 I Street, Sacramento, California 95814 in Courtroom #9 on May 30, 2013 at 1:00 p.m.

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

1. This case is set for a settlement conference before the undersigned on May 30, 2013, at 1:00 p.m. at the U. S. District Court, 501 I Street, Sacramento, California 95814 in Courtroom #9.

1           2. Parties are required to file a signed Waiver of Disqualification, or notice of  
2 non-waiver of disqualification, no later than May 23, 2013. If parties file a notice of non-waiver  
3 of disqualification, a randomly selected Magistrate Judge will conduct the settlement conference  
4 on a date and time to be determined by the court.

5           3. Each party shall have a representative with full and unlimited authority to  
6 negotiate and enter into a binding settlement agreement attend in person.<sup>1</sup>

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

11           5. Each party shall provide a confidential settlement conference statement to  
12 Sujean Park, 501 I Street, Suite 4-200, Sacramento, California 95814, or via e-mail at  
13 [spark@caed.uscourts.gov](mailto:spark@caed.uscourts.gov), so they arrive no later than May 23, 2013 and file a Notice of  
14 Submission of Confidential Settlement Conference Statement (See Local Rule 270(d)).

15           Settlement statements **should not be filed** with the Clerk of the court **nor served**  
16 **on any other party**. Settlement statements shall be clearly marked “confidential” with the date  
17 \_\_\_\_\_

18           <sup>1</sup>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  
Northern Mariana Islands, 694 F.3d 1051, 1053, 1057, 1059 (9<sup>th</sup> Cir. 2012)(“the district court has  
21 broad authority to compel participation in mandatory settlement conference[s].”). The term “full  
22 authority to settle” means that the individuals attending the settlement conference must be  
23 authorized to fully explore settlement options and to agree at that time to any settlement terms  
24 acceptable to the parties. G. Heileman Brewing Co., Inc. v. Joseph Oat Corp., 871 F.2d 648, 653  
25 (7<sup>th</sup> Cir. 1989), cited with approval in Official Airline Guides, Inc. v. Goss, 6 F. 3d 1385, 1396  
26 (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).

1 and time of the settlement conference indicated prominently thereon.

2 The confidential settlement statement shall be **no longer than five pages** in  
3 length, and include the following:

- 4 a. A brief statement of the facts of the case.
- 5 b. A brief statement of the claims and defenses, i.e., statutory or other  
6 grounds upon which the claims are founded; a forthright evaluation of the parties' likelihood of  
7 prevailing on the claims and defenses; and a description of the major issues in dispute.
- 8 c. A summary of the proceedings to date.
- 9 d. An estimate of the cost and time to be expended for further discovery,  
10 pretrial, and trial.
- 11 e. The relief sought.
- 12 f. The party's position on settlement, including present demands and  
13 offers and a history of past settlement discussions, offers, and demands.
- 14 g. A brief statement of each party's expectations and goals for the  
15 settlement conference.

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17 DATED: May 15, 2013

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19 **CRAIG M. KELLISON**  
20 UNITED STATES MAGISTRATE JUDGE  
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2 IN THE UNITED STATES DISTRICT COURT  
3 FOR THE EASTERN DISTRICT OF CALIFORNIA  
4

5 TROY GABRIELSON, et al.,

No. CIV S-09-0538-MCE-CMK

6 Plaintiff,

7 vs.

8 UNITED STATES POSTAL SERVICE, et al,

Waiver of Disqualification

9 Defendants.  
10 \_\_\_\_\_ /

11 Under Local Rule 270(b) of the Eastern District of California, the parties to the  
12 herein action affirmatively request that Magistrate Judge Craig M. Kellison participate in the  
13 settlement conference scheduled for May 30, 2013. To the extent the parties consent to trial of  
14 the case before the assigned magistrate judge, they waive any claim of disqualification to the  
15 assigned magistrate judge trying the case thereafter.

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17 By: Attorney for Plaintiff

18 Dated: \_\_\_\_\_  
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20 \_\_\_\_\_  
21 By: Attorney for Defendant

22 Dated: \_\_\_\_\_  
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