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

10 CURTIS WILSON,

11 Plaintiff,

No. CIV S-09-0827 MCE DAD P

12 vs.

13 STATE OF CALIFORNIA, et al.,

14 Defendants.

ORDER

15 \_\_\_\_\_/  
16 Plaintiff is a former prisoner proceeding pro se in an action under 42 U.S.C. §  
17 1983. This case will be referred to Joe Ramsey, Esq. to conduct a mediation on November 8,  
18 2010, at 1:00 p.m. Both parties will be required to submit confidential settlement conference  
19 statements setting forth a *brief* description of the case, their respective positions as to the active  
20 claims/defenses, and a settlement demand/offer. The settlement conference statements are not to  
21 exceed five (5) pages in length, and are not to include exhibits or attachments.

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

23 1. This case is set for mediation on November 8, 2010, at 1:00 p.m. in Courtroom  
24 #1, at the U. S. District Court, 501 I Street, Sacramento, CA 95814.

25 2. Plaintiff shall personally attend.

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1           3. Defendants' lead counsel and a person with full and unlimited authority to  
2 negotiate and enter into a binding settlement on defendants' behalf shall also attend in person.<sup>1</sup>

3           4. Those in attendance must be prepared to discuss the claims, defenses and  
4 damages. The failure of any counsel, party or authorized person subject to this order to appear in  
5 person may result in the imposition of sanctions. Sanctions will include, but will not be limited  
6 to, the attorney fees and travel costs of the other parties and/or the mediator. In addition, the  
7 conference will not proceed and will be reset to another date if there is a failure to comply with  
8 these requirements.

9           5. The parties are directed to provide their confidential settlement conference  
10 statements to Sujean Park, 501 I Street, Suite 4-200, Sacramento, California 95814, or via email  
11 at [spark@caed.uscourts.gov](mailto:spark@caed.uscourts.gov), so that they arrive no later than October 29, 2010.

12 DATED: September 23, 2010.

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DALE A. DROZD  
UNITED STATES MAGISTRATE JUDGE

15 DAD:4/sp  
16 wil0927.ord.mediation

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20 <sup>1</sup>The term "full authority to settle" means that the individuals attending the mediation  
21 must be authorized to fully explore settlement options and to agree at that time to any settlement  
22 terms acceptable to the parties. G. Heileman Brewing Co., Inc. v. Joseph Oat Corp., 871 F.2d  
23 648, 653 (7<sup>th</sup> Cir. 1989), cited with approval in Official Airline Guides, Inc. v. Goss, 6 F.3d  
24 1385, 1396 (9<sup>th</sup> Cir. 1993). The individual with full authority to settle must also have "unfettered  
25 discretion and authority" to change the settlement position of the party, if appropriate. Pitman v.  
26 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 for 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 the  
matter only 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).