

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

5 4. Each party shall provide a confidential settlement statement to Sujean Park, ADR
6 Division, 501 I Street, Suite 4-200, Sacramento, California 95814, or by email to
7 spark@caed.uscourts.gov so they arrive no later than February 28, 2014 and file a Notice of
8 Submission of Confidential Settlement Statement (See L.R. 270(d)).

9 Settlement statements **should not be filed** with the Clerk of the court **nor served on any**
10 **other party**. Settlement statements shall be clearly marked “confidential” with the date and time
11 of the settlement conference indicated prominently thereon.

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

- 14 a. A brief statement of the facts of the case.
- 15 b. A brief statement of the claims and defenses, i.e., statutory or other grounds upon
16 which the claims are founded; a forthright evaluation of the parties’ likelihood of prevailing on
17 the claims and defenses; and a description of the major issues in dispute.
- 18 c. A summary of the proceedings to date.

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20 settlement conferences...” *United States v. United States District Court for the Northern*
21 *Mariana Islands*, 694 F.3d 1051, 1053, 1057, 1059 (9th Cir. 2012)(“the district court has broad
22 authority to compel participation in mandatory settlement conference[s].”). The term “full
23 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, 653
26 (7th Cir. 1989), *cited with approval in Official Airline Guides, Inc. v. Goss*, 6 F.3d 1385, 1396
27 (9th Cir. 1993). The individual with full authority to settle must also have “unfettered discretion
28 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).

1 d. An estimate of the cost and time to be expended for further discovery, pretrial, and
2 trial.

3 e. The relief sought.

4 f. The party's position on settlement, including present demands and offers and a
5 history of past settlement discussions, offers, and demands.

6 g. A brief statement of each party's expectations and goals for the settlement
7 conference.

8 DATED: February 12, 2014.

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UNITED STATES DISTRICT JUDGE