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UNITED STATES DISTRICT COURT
FOR THE EASTERN DISTRICT OF CALIFORNIA

KENNETH A. GRIFFIN,
Plaintiff,
v.
J. CLARK KELSO, et al.,
Defendants.

No. 2:10-cv-2525 MCE AC P

ORDER SETTING SETTLEMENT
CONFERENCE

Plaintiff is a former state prisoner proceeding through counsel with a civil rights action pursuant to 42 U.S.C. § 1983. The court has determined that this case would benefit from a settlement conference. Therefore, this case will be referred to Magistrate Judge Kendall J. Newman to conduct a settlement conference at the U. S. District Court, 501 I Street, Sacramento, California 95814 in Courtroom #25 on December 12, 2017, at 9:00 a.m.

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

1. This case is set for a settlement conference before Magistrate Judge Kendall J. Newman on December 12, 2017, at 9:00 a.m. at the U. S. District Court, 501 I Street, Sacramento, California 95814 in Courtroom #25.

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

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

7 4. The parties are directed to exchange non-confidential settlement statements seven days
8 prior to the settlement conference. These statements shall simultaneously be delivered to the
9 court using the following email address: kjnorders@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).

12 DATED: August 3, 2017

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14 ALLISON CLAIRE
15 UNITED STATES MAGISTRATE JUDGE
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19 ¹ While the exercise of its authority is subject to abuse of discretion review, “the district court has
20 the authority to order parties, including the federal government, to participate in mandatory
21 settlement conferences” United States v. United States Dist. Court for the N. Mariana
22 Islands, 694 F.3d 1051, 1053, 1057, 1059 (9th Cir. 2012) (“the district court has broad authority
23 to compel participation in mandatory settlement conference[s].”). The term “full authority to
24 settle” means that the individuals attending the mediation conference must be authorized to fully
25 explore settlement options and to agree at that time to any settlement terms acceptable to the
26 parties. G. Heileman Brewing Co. v. Joseph Oat Corp., 871 F.2d 648, 653 (7th Cir. 1989), cited
27 with approval in Official Airline Guides, Inc. v. Goss, 6 F.3d 1385, 1396 (9th Cir. 1993). The
28 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).