

- 1 2. A representative with full and unlimited authority to negotiate and enter into a binding
2 settlement 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
5 person may result in the imposition of sanctions. In addition, the conference will not
6 proceed and will be reset to another date.
- 7 4. The parties are directed to exchange non-confidential settlement statements seven days
8 prior to this settlement conference. These statements shall simultaneously be
9 delivered to the court using the following email address:
10 kjnorders@caed.uscourts.gov. Plaintiff shall mail his statement to Magistrate Judge
11 Kendall J. Newman, U. S. District Court, 501 I Street, Suite 4-200, Sacramento,
12 California 95814 so it arrives no later than seven days prior to the settlement
13 conference. If a party desires to share additional confidential information with the
14 court, they may do so pursuant to the provisions of Local Rule 270(d) and (e).

15 DATED: July 8, 2014.

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17 EDMUND F. BRENNAN
18 UNITED STATES MAGISTRATE JUDGE
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21 ¹ 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 (9th 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 (7th Cir. 1989), cited with approval in Official Airline Guides, Inc. v. Goss, 6 F.3d 1385, 1396 (9th 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 (8th Cir. 2001).