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

ALLSTATE INSURANCE COMPANY, an)	
Illinois Corporation,)	2:11-cv-00249-GEB-EFB
)	
Plaintiff,)	
)	<u>ORDER RE: SETTLEMENT AND</u>
v.)	<u>DISPOSITION</u>
)	
JOHN STEFFES and DOUGLAS C.)	
DUIN,)	
)	
Defendants.)	
_____)	

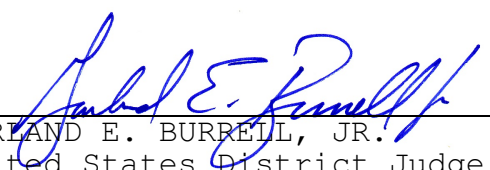
Plaintiff filed a "Notice of Settlement" on May 3, 2012, in which it states: "this action has settled. The parties are presently preparing settlement documentation and, upon execution of such documentation, shall file a request for dismissal with prejudice of the action in its entirety. The parties expect that such a request for dismissal shall be filed within 45 days." (ECF No. 52, 1:20-23.) Plaintiff also requests that "the Court vacate all pending court dates." Id. at 2:1-2.

A dispositional document shall be filed no later than June 18, 2012. Failure to respond by this deadline may be construed as consent to dismissal of this action without prejudice, and a dismissal order could be filed. See E.D. Cal. R. 160(b) ("A failure to file dispositional papers on the date prescribed by the Court may be grounds for sanctions.").

1 Further, in light of the settlement, Plaintiff's Motion for
2 Summary Judgment, scheduled for hearing on June 4, 2012, is vacated.
3 However, the Final Pretrial Conference scheduled for November 26, 2012,
4 shall remain on calendar in the event no dispositional document is
5 filed, or if this action is not otherwise dismissed.¹

6 IT IS SO ORDERED.

7 Dated: May 7, 2012

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11 GARLAND E. BURRELL, JR.
12 United States District Judge
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25 _____
26 ¹ The Final Pretrial Conference will remain on calendar, because
27 the mere representation that a case has been settled does not justify
28 vacating a scheduling proceeding. Cf. Callie v. Near, 829 F.2d 888, 890
(9th Cir. 1987) (indicating that a representation that claims have been
settled does not necessarily establish the existence of a binding
settlement agreement).