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UNITED STATES DISTRICT COURT  
FOR THE EASTERN DISTRICT OF CALIFORNIA

LLOYD THOMAS,  
Plaintiff,  
v.  
G. SWARTHOUT, et al.,  
Defendants.

No. 2:12-cv-2412-MCE-EFB P

ORDER SETTING SETTLEMENT  
CONFERENCE

Plaintiff is a state prisoner proceeding through counsel in an action brought under 42 U.S.C. § 1983. The court has determined that this case will 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 February 21, 2017 at 9:00 a.m.

A separate order and writ of habeas corpus ad testificandum will issue concurrently with this order.

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 February 21, 2017 at 9:00 a.m. at the U. S. District Court, 501 I Street, Sacramento, California 95814 in Courtroom #25.

- 1 2. A representative with full and unlimited authority to negotiate and enter into a  
2 binding settlement on the defendants' behalf shall attend in person.<sup>1</sup>
- 3 3. 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  
5 this order to appear in person may result in the imposition of sanctions. In  
6 addition, the conference will not proceed and will be reset to another date.
- 7 4. The parties are directed to exchange non-confidential settlement statements  
8 seven days prior to the settlement conference. These statements shall  
9 simultaneously be delivered to the court using the following email address:  
10 [kjnorders@caed.uscourts.gov](mailto:kjnorders@caed.uscourts.gov). If a party desires to share additional  
11 confidential information with the court, they may do so pursuant to the  
12 provisions of Local Rule 270(d) and (e).

13 IT IS SO ORDERED.

14 Dated: August 30, 2016

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16 MORRISON C. ENGLAND, JR.  
17 UNITED STATES DISTRICT JUDGE

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21 <sup>1</sup> 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  
24 1051, 1053, 1057, 1059 (9<sup>th</sup> Cir. 2012)(“the district court has broad authority to compel participation in  
25 mandatory settlement conference[s].”). The term “full authority to settle” means that the individuals  
26 attending the mediation conference must be authorized to fully explore settlement options and to agree at  
27 that time to any settlement terms acceptable to the parties. G. Heileman Brewing Co., Inc. v. Joseph Oat  
28 Corp., 871 F.2d 648, 653 (7<sup>th</sup> Cir. 1989), cited with approval in Official Airline Guides, Inc. v. Goss, 6 F.3d  
1385, 1396 (9<sup>th</sup> 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  
(8<sup>th</sup> Cir. 2001).