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UNITED STATES DISTRICT COURT
FOR THE EASTERN DISTRICT OF CALIFORNIA

FARMERS INSURANCE EXCHANGE,
et al.,

Plaintiffs,

v.

STEELE INSURANCE AGENCY, INC.,
et al.,

Defendants.

No. 2:13-cv-0784 MCE DAD

ORDER SETTING SETTLEMENT
CONFERENCE

On April 21, 2014, a Minute Order was issued directing the parties to inform the court's ADR Division if they believe participation in a Settlement Conference during the court's Settlement Week event would be beneficial. Pursuant to the parties' request, a Settlement Conference will be set for June 13, 2014 at 9:00 a.m. in Courtroom 26 (AC) before Magistrate Judge Allison Claire.

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

1. A Settlement Conference has been SET for June 13, 2014 at 9:00 a.m. in Courtroom 26 (AC) before Magistrate Judge Allison Claire.
2. Parties are instructed to have a principal with full settlement authority present at the Settlement Conference or to be fully authorized to settle the matter on any terms. The individual with full authority to settle must also have

1 “unfettered discretion and authority” to change the settlement position of the
2 party, if appropriate. The purpose behind requiring the attendance of a person
3 with full settlement authority is that the parties’ view of the case may be altered
4 during the face to face conference. An authorization to settle for a limited
5 dollar amount or sum certain can be found not to comply with the requirement
6 of full authority to settle.¹

- 7 3. The parties are directed to submit their confidential settlement conference
8 statements to the Court using the following email address:
9 `acorders@caed.uscourts.gov`. If a party desires to share additional
10 confidential information with the Court, they may do so pursuant to the
11 provisions of Local Rule 270(d) and (e). Statements are due at least 7 days
12 prior to the Settlement Conference.

13 Dated: May 13, 2014

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17 MORRISON C. ENGLAND, JR, CHIEF JUDGE
18 UNITED STATES DISTRICT COURT
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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
24 1051, 1053, 1057, 1059 (9th 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 (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. Pittman 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).