

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
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 the settlement conference. These statements shall simultaneously be delivered
9 to the court using the following email address: kjnorders@caed.uscourts.gov. Plaintiff
10 may mail his non-confidential settlement statement to arrive not less than seven days
11 prior to the settlement conference, addressed to Magistrate Judge Kendall J. Newman,
12 USDC CAED, 501 I Street, Suite 4-200, Sacramento, CA 95814. The envelope shall
13 be marked "Settlement Statement." If a party desires to share additional confidential

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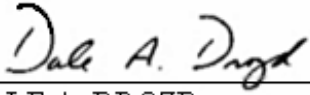
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18 ¹ While the exercise of its authority is subject to abuse of discretion review, "the district court has
19 the authority to order parties, including the federal government, to participate in mandatory
20 settlement conferences . . ." United States v. United States District Court for the Northern
21 Mariana Islands, 694 F.3d 1051, 1053, 1057, 1059 (9th Cir. 2012) ("the district court has broad
22 authority to compel participation in mandatory settlement conference[s]"). The term "full
23 authority to settle" means that the individuals attending the mediation conference must be
24 authorized to fully explore settlement options and to agree at that time to any settlement terms
25 acceptable to the parties. G. Heileman Brewing Co., Inc. v. Joseph Oat Corp., 871 F.2d 648, 653
26 (7th Cir. 1989), cited with approval in Official Airline Guides, Inc. v. Goss, 6 F.3d 1385, 1396
27 (9th Cir. 1993). The individual with full authority to settle must also have "unfettered discretion
28 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., No. CV 02-1886 PHX DGC, 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).

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information with the court, they may do so pursuant to the provisions of Local Rule
270(d) and (e).

Dated: April 2, 2015



DALE A. DROZD
UNITED STATES MAGISTRATE JUDGE

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