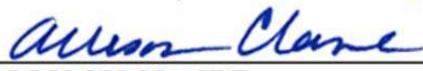




- 1           2. A representative with full and unlimited authority to negotiate and enter into a binding  
2           settlement shall attend in person.<sup>1</sup>
- 3           3. Those in attendance must be prepared to discuss the claims, defenses and damages.  
4           The failure of any counsel, 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](mailto:kjnorders@caed.uscourts.gov). Plaintiff  
10          shall 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  
14          information with the court, they may do so pursuant to the provisions of Local Rule  
15          270(d) and (e).

16 DATED: October 13, 2016

17   
18 ALLISON CLAIRE  
19 UNITED STATES MAGISTRATE JUDGE

20 <sup>1</sup> While the exercise of its authority is subject to abuse of discretion review, "the district court has the  
21 authority to order parties, including the federal government, to participate in mandatory settlement  
22 conferences... ." United States v. United States District Court for the Northern Mariana Islands, 694 F.3d  
23 1051, 1053, 1057, 1059 (9<sup>th</sup> Cir. 2012)("the district court has broad authority to compel participation in  
24 mandatory settlement conference[s]"). The term "full authority to settle" means that the individuals  
25 attending the mediation conference must be authorized to fully explore settlement options and to agree at  
26 that time to any settlement terms acceptable to the parties. G. Heileman Brewing Co., Inc. v. Joseph Oat  
27 Corp., 871 F.2d 648, 653 (7<sup>th</sup> Cir. 1989), cited with approval in Official Airline Guides, Inc. v. Goss, 6  
28 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).