

1
2
3
4
5
6
7
8
9 **IN THE UNITED STATES DISTRICT COURT**
10 **FOR THE EASTERN DISTRICT OF CALIFORNIA**
11

12 VERNON RUBIDOUX,

13 Plaintiff,

14 v.

15 J. MACOMBER, et al.,

16 Defendants.
17

No. 2:16-CV-1033-MCE-DMC-P

ORDER SETTING SETTLEMENT
CONFERENCE

18 Plaintiff, a prisoner proceeding pro se, brings this civil rights action pursuant to 42 U.S.C.
19 §1983. The court has determined that this case will benefit from a settlement conference.
20 Therefore, this case will be referred to Magistrate Judge Carolyn K. Delaney to conduct a
21 settlement conference on December 1, 2020 at 9:30 a.m. The settlement conference will be
22 conducted by remote means, to be determined at a later date and time. The court will issue the
23 necessary transportation order in due course.

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

25 1. This case is set for a settlement conference before Magistrate Judge Carolyn K.

26 Delaney on December 1, 2020 at 9:30 a.m. The settlement conference will be

27 conducted by remote means, to be determined at a later date and time.

28 2. Parties are instructed to have a principal with full settlement authority present at the

1
2 Settlement Conference or to be fully authorized to settle the matter on any terms. The
3 individual with full authority to settle must also have “unfettered discretion and
4 authority” to change the settlement position of the party, if appropriate. The purpose
5 behind requiring the attendance of a person with full settlement authority is that the
6 parties’ view of the case may be altered during the face to face conference. An
7 authorization to settle for a limited dollar amount or sum certain can be found not to
8 comply with the requirement of full authority to settle¹.

- 9 3. Parties are directed to submit confidential settlement statements no later than
10 November 17, 2020 to ckdorders@caed.uscourts.gov. Plaintiff shall mail his
11 confidential settlement statement Attn: Magistrate Judge Carolyn K. Delaney, USDC
12 CAED, 501 I Street, Suite 4-200, Sacramento, California 95814 so it arrives no later
13 than November 17, 2020. The envelope shall be marked “CONFIDENTIAL
14 SETTLEMENT STATEMENT.” Parties are also directed to file a “Notice of
15 Submission of Confidential Settlement Statement” (See L.R. 270(d)).

16
17 Settlement statements **should not be filed** with the Clerk of the Court **nor served on**
18 **any other party**. Settlement statements shall be clearly marked “confidential” with
19 the date and time of the settlement conference indicated prominently thereon.
20
21

22 ¹ While the exercise of its authority is subject to abuse of discretion review, “the district court has the
23 authority to order parties, including the federal government, to participate in mandatory settlement
24 conferences... ” United States v. United States District Court for the Northern Mariana Islands, 694 F.3d 1051,
25 1053, 1057, 1059 (9th Cir. 2012)(“the district court has broad authority to compel participation in mandatory
26 settlement conference[s].”). The term “full authority to settle” means that the individuals attending the
27 mediation conference must be authorized to fully explore settlement options and to agree at that time to any
28 settlement terms acceptable to the parties. G. Heileman Brewing Co., Inc. v. Joseph Oat 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. 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 (8th Cir. 2001).

1
2 The confidential settlement statement shall be **no longer than five pages** in length,
3 typed or neatly printed, and include the following:
4

- 5 a. A brief statement of the facts of the case.
6 b. A brief statement of the claims and defenses, i.e., statutory or other grounds upon
7 which the claims are founded; a forthright evaluation of the parties' likelihood of
8 prevailing on the claims and defenses; and a description of the major issues in
9 dispute.
10 c. A summary of the proceedings to date.
11 d. An estimate of the cost and time to be expended for further discovery, pretrial, and
12 trial.
13 e. The relief sought.
14 f. The party's position on settlement, including present demands and offers and a
15 history of past settlement discussions, offers, and demands.
16 g. A brief statement of each party's expectations and goals for the settlement
17 conference, including how much a party is willing to accept and/or willing to pay.
18 h. If the parties intend to discuss the joint settlement of any other actions or claims
19 not in this suit, give a brief description of each action or claim as set forth above,
20 including case number(s) if applicable.
21 4. The Clerk of the Court is directed to serve a copy of this order on the Litigation Office
22 at Napa State Hospital, via facsimile at (707) 253-5299 or via email.
23

24 Dated: October 16, 2020


DENNIS M. COTA
UNITED STATES MAGISTRATE JUDGE