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**UNITED STATES DISTRICT COURT  
EASTERN DISTRICT OF CALIFORNIA**

LARRY POWELL,  
Plaintiff,  
v.  
FCA US LLC,  
Defendant.

Case No.: 2:16-cv-02781 DAD JLT  
ORDER RE: SETTLEMENT CONFERENCE

A Settlement Conference has been scheduled for **January 3, 2019** at 1:30 p.m, located at 510 19<sup>th</sup> Street, Bakersfield, California. Notwithstanding the provisions of Local Rule 270(b), the settlement conference will be conducted by Magistrate Judge Thurston. The Court deems the deviation from the Local Rule to be appropriate and in the interests of the parties and justice and sound case management based upon the location of the parties. **If any party prefers that the settlement conference is conducted by a judicial officer not already assigned to this case, that party is directed to notify the Court at least 60 days in advance of the scheduled settlement conference to allow sufficient time for another judicial officer to be assigned to handle the conference.**

Unless otherwise permitted in advance by the Court, **the attorneys who will try the case shall appear** at the Settlement Conference **with the parties** and the person or persons having **full authority**

1 to negotiate and settle the case **on terms**<sup>1</sup> discussed at the conference. Consideration of settlement is a  
2 serious matter that requires preparation prior to the settlement conference. Set forth below are the  
3 procedures the Court will employ, absent good cause, in conducting the conference.

4 **No later than December 3, 2018**, Plaintiff **SHALL** submit to Defendant via fax or e-mail, a  
5 written itemization of damages and a meaningful<sup>2</sup> settlement demand, which includes a brief  
6 explanation of why such a settlement is appropriate. Thereafter, **no later than December 26, 2018** the  
7 settlement conference, Defendant **SHALL** respond via fax or e-mail, with an acceptance of the offer or  
8 with a meaningful counteroffer, including a brief explanation of why such a settlement is appropriate.

9 If settlement is not achieved, each party **SHALL** attach copies of their settlement offers to their  
10 Confidential Settlement Conference Statement, as described below. Copies of these documents shall  
11 not be filed on the court docket.

#### 12 **CONFIDENTIAL SETTLEMENT CONFERENCE STATEMENT**

13 **No later than December 28, 2018**, the parties shall submit, directly to Judge Thurston's  
14 chambers by e-mail to JLTorders@caed.uscourts.gov, a Confidential Settlement Conference  
15 Statement. The statement **should not be filed** with the Clerk of the Court **nor served on any**  
16 **other party**, although the parties may file a Notice of Lodging of Settlement Conference  
17 Statement. Each statement shall be clearly marked "confidential" with the date and time of the  
18 Settlement Conference indicated prominently thereon.

19 The Confidential Settlement Conference Statement shall include the following:

- 20 A. A brief statement of the facts of the case.
- 21 B. A brief statement of the claims and defenses, i.e., statutory or other grounds upon which  
22 the claims are founded; a forthright evaluation of the parties' likelihood of prevailing on  
23 the claims and defenses; and a description of the major issues in dispute.
- 24 C. A summary of the proceedings to date.

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26 <sup>1</sup> Insurance carriers, business organizations, and governmental bodies or agencies whose settlement agreements are  
27 subject to approval by legislative bodies, executive committees, boards of directors or the like shall be represented by a  
28 person or persons who occupy high executive positions in the party organization and who will be directly involved in the  
process of approval of any settlement offers or agreements. To the extent possible, the representative shall have authority, if  
he or she deems it appropriate, to settle the action on terms consistent with the opposing party's most recent demand.

<sup>2</sup> "Meaningful" means that the offer is reasonably calculated to settle the case on terms acceptable to the offering  
party. **"Meaningful" does not include an offer which the offering party knows will not be acceptable to the other  
party.**

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- D. An estimate of the cost and time to be expended for further discovery, pretrial and trial.
- E. The relief sought.
- F. The party's position on settlement, including present demands and offers and a history of past settlement discussions, offers and demands.

**Failure to comply with this order may result in the imposition of sanctions.**

IT IS SO ORDERED.

Dated: November 24, 2018

/s/ Jennifer L. Thurston  
UNITED STATES MAGISTRATE JUDGE