

1 persons having **full authority** to negotiate and settle the case **on any reasonable**
2 **terms**¹ discussed at the conference. Consideration of settlement is a serious matter
3 that requires preparation prior to the settlement conference.

- 4 3. **At least 21 days before** the settlement conference, Plaintiff **SHALL** submit to
5 Defendant via fax or e-mail, a written itemization of damages and a meaningful²
6 settlement demand which includes a brief explanation of why such a settlement is
7 appropriate. Thereafter, no later than 14 days before the settlement conference,
8 Defendant **SHALL** respond via fax or e-mail, with an acceptance of the offer or with a
9 meaningful counteroffer, which includes a brief explanation of why such a settlement
10 is appropriate. **The parties SHALL continue to exchange counteroffers until it is**
11 **no longer productive.** If settlement is achieved, defense counsel is to immediately
12 inform the courtroom deputy of Magistrate Judge Thurston.
- 13 4. If settlement is not achieved, each party **SHALL** attach copies of their settlement
14 offers to their Confidential Settlement Conference Statement, as described below.
15 Copies of these documents shall not be filed on the court docket. **At lease five court**
16 **days before** the settlement conference, the parties shall submit, directly to Judge
17 Thurston's chambers by e-mail to JLTOOrders@caed.uscourts.gov, a Confidential
18 Settlement Conference Statement. The statement **should not be filed** with the Clerk
19 of the Court **nor served on any other party**, although the parties may file a Notice of
20 Lodging of Settlement Conference Statement. Each statement shall be clearly marked
21 "confidential" with the date and time of the settlement conference indicated
22 prominently thereon.

24 ¹ Insurance carriers, business organizations, and governmental bodies or agencies whose settlement
25 agreements are subject to approval by legislative bodies, executive committees, boards of directors or the like may be
26 represented by a person whose recommendations about settlement are relied upon by the ultimate decision makers.

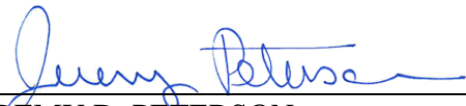
27 ² "Meaningful" means the offer is reasonably calculated to settle the case on terms acceptable to the offering
28 party. "Meaningful" does not include an offer which the offering party knows will not be acceptable to the other
party. If, however, the offering party is only willing to offer a settlement which it knows the other party will not
accept, this should trigger a recognition the case is not in a settlement posture and the parties should confer about
continuing the settlement conference via stipulation.

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- The Confidential Settlement Conference Statement shall include the following:
- a. A brief statement of the facts of the case.
 - b. A brief statement of the claims and defenses, i.e., statutory or other grounds upon which the claims are founded; a forthright evaluation of the parties' likelihood of prevailing on the claims and defenses; and a description of the major issues in dispute.
 - c. A summary of the proceedings to date.
 - 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.

IT IS SO ORDERED.

Dated: February 1, 2021



JEREMY D. PETERSON
UNITED STATES MAGISTRATE JUDGE