

Feifei Fan,)	
)	
Plaintiff,)	Case Number 3:24-cv-00427-MMD-CLB
)	
v.)	ORDER SCHEDULING VIDEO
)	EARLY NEUTRAL EVALUATION
State of Nevada Ex Rel. Board of Regents of)	SESSION
the Nevada System of Higher Education,)	
On Behalf of the University of Nevada, Reno))	
)	(Zoom Video Conference)
Defendant.)	
)	

I. Purpose of Early Neutral Evaluation [LR 16-6(a)]

II. Exemption motions [LR 16-6(c)]

III. Attendance of Trial Counsel and Client/Client Representatives [LR 16-6(e)]

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1 Unless excused by order of the court, clients, or client representatives with complete
2 authority to negotiate and consummate a settlement shall be in attendance at the ENE. This
3 requires the presence of the plaintiff.

4 The defendant shall appear in person, but if the defendant is a corporate, governmental,
5 or other organizational entity, an authorized representative of the client must be present who can
6 accept a settlement offer and can authorize dismissal of the action if it is settled. Such a
7 representative of the defendant must have final settlement authority to commit the defendant to
8 pay, in the representative's own discretion, a settlement amount up to the plaintiff's last demand.
9 If board approval of a governmental entity will be required to authorize settlement, the
10 attendance of at least one sitting member of the board (preferably the chairperson) is absolutely
11 required.

12 Any insurance company which may be contractually required to defend or to pay
13 damages, if any, assessed within its policy limits in this case must have a fully authorized
14 settlement representative present. Such representative must have final settlement authority to
15 commit the company to pay, in the attending representative's own discretion, an amount within
16 the policy limits, or up to the Plaintiff's last demand.

17 The purpose of the requirement of person attendance is to have a representative present
18 who has both the authority to exercise his or her own discretion, and the realistic freedom to
19 exercise such discretion without the negative consequences, in order to settle the case during the
20 ENE without consulting someone else who is not present. In the event counsel for any party is
21 aware of any circumstance which might cast doubt on a client's or a client's
22 representative/insurer's compliance with this paragraph, he/she shall immediately discuss the
23 circumstance with opposing counsel to attempt to resolve it well before the ENE, and if such
24 discussion does not resolve it, request a telephone conference with the evaluation magistrate
25 judge and counsel.

26 Counsel appearing for the ENE without their client representatives or insurance company
27 representatives, unless authorized by the court, may cause the ENE to be canceled or
28 rescheduled. If this occurs, the non-complying party, attorney, attorney or insurer may be
assessed the cost and expenses, including attorney fees, incurred by other parties and the court as
a result of such cancellation, as well as any additional sanctions deemed appropriate by the court.

1 Counsel are responsible for timely advising any involved non-party insurance company of the
2 requirement of this order.

3 Any exceptions to the above attendance requirements must be submitted to this court for
4 approval at least one week in advance of the ENE.

5 **IV. Preparation for Early Neutral Evaluation Session [LR 16-6(f)]**

6 In preparation for the ENE, the attorneys for each party shall submit a confidential
7 written evaluation statement for the court's *in camera* review. The ENE statement shall be
8 concise and shall:

- 9 A. Identify by name or status the person with decision-making authority who, in
10 addition to the attorney, will attend the ENE as representative of the party, and
11 persons connected with a party opponent (including an insurer representative)
12 whose presence might substantially improve the utility of the ENE or the
13 prospects of settlement;
- 14 B. Briefly describe the substance of the suit, addressing the party's views on the key
15 liability and damages issues;
- 16 C. Address whether there are legal or factual issues early resolution of which could
17 reduce significantly the scope of the dispute or contribute to settlement
18 negotiations;
- 19 D. Describe the history and status of settlement negotiations;
- 20 E. Include copies of documents, pictures, recordings, etc. out of which the suit arose,
21 or the availability of which would materially advance the purposes of the
22 evaluation session (e.g., medical reports, documents by which special damages
23 might be determined);
- 24 F. Discuss the strongest and weakest points of your case, both factual and legal,
25 including a candid evaluation of the merits of your case;
- 26 G. Estimate the cost (including attorney's fees and costs) of taking this case through
27 trial;
- 28 H. Describe the history of any settlement discussion and detail the demands and
offers that have been made and the reason settlement discussion have been
unsuccessful; and

1 I. Certify that the party has made initial disclosures under Fed. R. Civ. P. 26(a)(1)
2 and that the plaintiff has provided a computation of damages to the defendant
3 under Fed. R. Civ. P. 26(a)(1)(A)(iii).

4 J. Attach any arbitration provision that does or may apply to the case. The statement
5 must also certify whether the parties have discussed or agreed to arbitration and
6 identify the pertinent details.

7 Each evaluation statement will remain confidential unless a party gives the court
8 permission to reveal some or all the information in the statement before or during the session.
9 The parties should consider, however, whether it would be beneficial to exchange non-
10 confidential portions of their ENE statements. LR 16-6(f)(2).

11 The purpose of the ENE statement is to assist the court in preparing for and conducting
12 the ENE. The parties should be aware that LR 16-6 requires the evaluating magistrate judge,
13 *inter alia*, to assess the relative strengths and weaknesses of the parties' contentions and to
14 estimate, where feasible, the likelihood of liability and the potential range of damages. In order
15 to facilitate a meaningful conference, your utmost candor in responding to the above-listed
16 questions is required. The ENE statement will not be seen by the district judge or the magistrate
17 judge assigned to this case. The confidentiality of each statement will be strictly maintained
18 unless a party gives the court permission to reveal some or all the information contained within
19 the statement. Following the ENE, the statements will be destroyed. LR 16-5; LR 16-6(h).

18 **V. Submission of ENE Statements**

19 The written evaluation statements shall be received by the Clerk's Office, Suite 301, not later
20 than **4:00 p.m. on MARCH 25, 2025**. The statement should be delivered in an envelope clearly
21 marked "Confidential, contains ENE Evaluation Statement."

22 Do not serve a copy on opposing counsel unless counsel have agreed to exchange non-
23 confidential portions of their evaluation statement.

23 **VI. Binding Settlement Agreement**

24 If a settlement is achieved, the essential terms of the settlement will be placed on the
25 record in either a sealed or unsealed format. The Court may retain jurisdiction of the case to
26 implement the ENE agreement and to resolve any dispute, discrepancy, or content of the terms of
27 the settlement agreement. Barring unique circumstances, the Court will not retain jurisdiction
28 after a dismissal of the action is entered.

Dated this 4th day of March, 2025.



ROBERT MCQUAID, JR., U.S. MAGISTRATE JUDGE