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UNITED STATES DISTRICT COURT
FOR THE EASTERN DISTRICT OF CALIFORNIA

MELVIN RAY BRUMMETT JR.,

Plaintiff,

v.

E. AGUIRRE, G. BEARD, P. GARCIA, D.
LOPEZ, NKIRUKA NDU, and STUART
SHERMAN,

Defendants.

Case No. 1:20-cv-00622-HBK (PC)

**ORDER SCHEDULING SETTLEMENT
CONFERENCE FOR TUESDAY,
NOVEMBER 28, 2023 AT 1 P.M.**

Plaintiff is a state prisoner proceeding pro se and *in forma pauperis* in this civil rights action filed pursuant to 42 U.S.C. § 1983. On June 16, 2023, the Court issued an Order staying the case and referring the matter to the Court’s early Alternative Dispute Resolution (ADR) program. (Doc. No. 29). The Order set a deadline of September 15, 2023 for the Parties to inform the Court if they wished to opt out of the early ADR program. (*Id.* at 2). Neither party has filed a notice to opt out of the ADR program and the time to do so has passed. (*See* docket). Therefore, this case is referred to Magistrate Judge Erica P. Grosjean to conduct a settlement conference, which is scheduled to occur on **November 28, 2023, at 1 p.m.**

Accordingly, it is hereby **ORDERED** that:

1. A settlement conference is scheduled to occur on **November 28, 2023, at 1 p.m.**, before Magistrate Judge Erica P. Grosjean. The conference shall be conducted via

1 Zoom videoconference and shall last up to three hours.

2 2. A representative with full and unlimited authority to negotiate and enter into a binding
3 settlement agreement shall attend.¹

4 3. Those in attendance must be prepared to discuss the claims, defenses, and damages at
5 issue in the case. The failure of any counsel, party, or authorized person subject to this
6 order to appear may result in the imposition of sanctions. In addition, the conference
7 will not proceed and will be reset to another date.

8 4. Defendants shall provide a confidential settlement statement no later than **November**
9 **21, 2023**, to the following email address: epgorders@caed.uscourts.gov. Plaintiff
10 shall mail his confidential settlement statement, clearly captioned “Confidential
11 Settlement Conference Statement,” Attn: Magistrate Judge Erica P. Grosjean, United
12 States District Court, 2500 Tulare Street, Room 1501, Fresno, CA 93721 so that it
13 arrives no later than **November 21, 2023**. Parties shall also file a Notice of
14 Submission of Confidential Settlement Conference Statement (see Local Rule 270(d)).

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

18 6. The confidential settlement statement shall be **no longer than five pages** in length,
19 typed or neatly printed, and include the following:

20 a. A brief statement of the facts of the case.

21
22 ¹ While the exercise of its authority is subject to abuse of discretion review, “the district court has the authority to
23 order parties, including the federal government, to participate in mandatory settlement conferences...” *United States*
24 *v. United States District Court for the Northern Mariana Islands*, 694 F.3d 1051, 1053, 1057, 1059 (9th Cir. 2012)
25 (“the district court has broad authority to compel participation in mandatory settlement conference[s].”). The term
26 “full authority to settle” means that the individuals attending the mediation conference must be authorized to fully
27 explore settlement options and to agree at that time to any settlement terms acceptable to the parties. *G. Heileman*
28 *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).

