

RCCH Rule 12.12. **MANDATORY CIVIL SETTLEMENT CONFERENCE**~~7~~
~~SETTLEMENT CONFERENCE STATEMENT~~; CONFIDENTIAL
SETTLEMENT CONFERENCE LETTER.

(a) **Settlement conference.** ~~A~~During the scheduling conference held pursuant to Rule 12(a), the judge shall set a settlement conference ~~may be ordered by the court at any time before trial~~for a date before trial, unless the judge believes another judge should conduct the settlement conference, in which case a settlement conference date shall be issued no later than 30 days after the scheduling conference. Alternative dispute resolution ("ADR") options, including but not limited to mediation, shall be discussed at the scheduling conference held pursuant to Rule 12(a), and if ADR process(es) are determined to be appropriate, the court should consider including orders scheduling and to facilitate the ADR process(es) in the scheduling order. Any party may also file a request for settlement conference at any time prior to trial. A settlement conference in civil cases shall be subject to the following guidelines:

(1) If a party settles or otherwise disposes of any action prior to a scheduled settlement conference, the party shall immediately notify the judge who scheduled the conference;

(2) Each party to the action shall attend the conference or be represented by an attorney or other representative who has authority to settle the case;

(3) For each party represented by counsel an attorney who is assigned to try the case shall attend the settlement conference. It is expected that the attorney will have become familiar with all aspects of the case prior to the conference;

(4) Each party to the action shall have thoroughly evaluated the case and shall have discussed and attempted to negotiate a settlement through an exchange of written bona fide and reasonable offers of settlement prior to the conference~~7~~. Unless otherwise ordered by the court, the Plaintiff(s)' offer(s) shall be made prior to the Defendant(s)' offer(s). The specific timing of the offers shall be discussed at the scheduling conference held pursuant to Rule 12(a), and the court should consider including deadlines for the offers in the scheduling order.

(5) The judge conducting the settlement conference may, at the conclusion of said conference, continue said conference to another time and date, and from time to time thereafter for

continued settlement negotiations if ~~he~~the judge has reason to believe a settlement can thereby be effectuated;

(6) SANCTIONS. The failure of a party or his attorney to appear at a scheduled settlement conference, the neglect of a party or his attorney to discuss or attempt to negotiate a settlement prior to the conference, or the failure of a party to have a person authorized to settle the case present at the conference shall, unless a good cause for such failure or neglect is shown, be deemed an undue interference with orderly procedures. As sanctions, the court may, in its discretion:

(i) Dismiss the action on its own motion, or on the motion of any party or hold a party in default, as the case may be;

(ii) Order a party to pay the opposing party's reasonable expenses and attorneys' fees;

(iii) Order a change in the calendar status of the action;
and/or

(iv) Impose any other sanction as may be appropriate.

~~(b) Settlement conference statement. In all civil cases, including those which have been designated as Complex Litigation, a settlement conference statement shall be filed not less than 5 working days prior to the date of the settlement conference. The settlement conference statement shall be filed with the clerk of court and a file-marked copy shall be delivered to the office of the judge conducting the settlement conference, and copies served upon all other parties. The statement shall set forth, wherever applicable, the following information:~~

~~(1) FOR THE PLAINTIFF:~~

~~(i) The name, age, marital status and occupation of all noncorporate plaintiffs;~~

~~(ii) The relief claimed by each plaintiff;~~

~~(iii) A factual summary of the case;~~

~~(iv) Plaintiff's theories of liability against each defendant;~~

~~(v) The name, address, field of expertise and summary of substance of testimony of each expert witness who supports plaintiff's theories of liability;~~

~~—— (vi) The name, address and summary of substance of testimony of all other witnesses who support plaintiff's theories of liability;~~

~~—— (vii) A statement of plaintiff's position on general damages, including a statement of all injuries and damages claimed by plaintiff, together with the names of plaintiff's expert witnesses, including doctors, and copies of their reports;~~

~~—— (viii) Plaintiff's claim of special damages including an itemized statement of all special damages claimed by plaintiff;~~

~~—— (ix) The name, address, field of expertise and summary of substance of testimony of each expert witness who supports the plaintiff's claim of special damages;~~

~~—— (x) The name, address and summary of substance of testimony of all other witnesses who support plaintiff's position on damages; and~~

~~—— (xi) A statement of the status of settlement negotiations.~~

~~—— (2) FOR THE DEFENDANTS:~~

~~—— (i) The age, marital status, occupation and corporate or other legal status of each defendant;~~

~~—— (ii) The name of applicable insurance carriers and the stated policy limits;~~

~~—— (iii) A factual summary of the case;~~

~~—— (iv) The defense to each of plaintiff's theories of liability;~~

~~—— (v) The name, address, field of expertise and summary of substance of testimony of each expert witness who supports the defenses to plaintiff's theories of liability;~~

~~—— (vi) The name, address and summary of substance of testimony of all other witnesses who support the defenses to plaintiff's theories of liability;~~

~~—— (vii) A statement of the defense position on general damages, including a statement of all injuries and damages disputed by defendant, together with the names of defendant's expert witnesses including doctors, and copies of their reports;~~

~~(viii) The defendant's position on special damages including a statement of which special damages are disputed;~~

~~(ix) The name, address, field of expertise and summary of substance of testimony of each expert witness who supports the defense position on special damages;~~

~~(x) The name, address and summary of substance of testimony of other witnesses who support the defense position on damages, and~~

~~(xi) A statement of the status of settlement negotiations.~~

(cb**) Confidential settlement conference letter.** At least five (5) working days before the settlement conference, each party shall deliver directly to the settlement conference judge a confidential settlement conference letter, which shall not be filed or served upon the other parties. The confidential settlement conference letter shall not be made a part of the record and confidential information contained in the letter shall not be disclosed to the other parties without express authority from the party submitting the letter. The court will destroy the confidential settlement conference letter no later than entry of final judgment in the case.

The confidential settlement conference letter shall include the following:

(1) For the plaintiff:

(i) The name, age, marital status and occupation of all noncorporate plaintiffs;

(ii) A brief statement of the case;

(iii) A brief statement of the claims and defenses, e.g. statutory and other grounds upon which 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, including damages, ~~counsel's good faith evaluation of the case, and other information requested by the court.~~

(iv) A summary of the proceedings to date, including a statement as to the status of discovery;

(v) An estimate of the time and expenses (including attorney's fees and all litigation costs) to be expended for further discovery, pretrial proceedings, and trial;

(vi) A brief statement of present demands and offers and the history of past settlement discussions, offers, and demands; and

(vii) a brief statement of the party's position on settlement.

(2) For the defendants:

(i) The age, marital status, occupation and corporate or other legal status of each defendant;

(ii) The name of applicable insurance carriers and the stated policy limits;

(iii) A brief statement of the case;

(iv) A brief statement of the claims and defenses, e.g. statutory and other grounds upon which 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, including damages;

(v) A summary of the proceedings to date, including a statement as to the status of discovery;

(vi) An estimate of the time and expenses (including attorney's fees and all litigation costs) to be expended for further discovery, pretrial proceedings, and trial;

(vii) A brief statement of present demands and offers and the history of past settlement discussions, offers, and demands; and

(viii) a brief statement of the party's position on settlement.

All written settlement offers submitted pursuant to paragraph (a)(4) of this rule shall be appended to the confidential settlement letter.