



MAGISTRATE JUDGE KARYN L. BASS EHLER

219 South Dearborn Street

Courtroom 1386

Chambers 1366

Chicago, Illinois 60604

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STANDING ORDER FOR SETTLEMENT CONFERENCES

Judge Bass Ehler believes the parties should fully explore and consider settlement at the earliest opportunity. Early consideration of settlement can prevent unnecessary litigation, allowing the parties to avoid the substantial cost, distraction, and stress inherent in the litigation process. Even for those cases that cannot be resolved through settlement, early consideration of settlement allows the parties to better understand the factual and legal nature of their dispute and streamline the issues to be litigated. Consideration of settlement is a serious matter that requires thorough preparation before the settlement conference. Set forth below are the procedures that Judge Bass Ehler asks the parties to follow and the procedures she will employ in conducting the conference.

A. Before the Settlement Conference: Status Hearing and Exchange of Settlement Letters

The Court generally will hold a status hearing or conference call to set dates for the settlement conference and the exchange of settlement letters. Counsel primarily responsible for representing the parties during the settlement conference must participate in this status hearing or call. Counsel will be expected to identify the individuals who will participate (i.e., not just available via phone) in the settlement conference with settlement authority on behalf of their respective clients, including any insurers, consistent with the requirements of this Standing Order. If a party is claiming an inability or hindrance to pay a judgment, counsel must raise it at this initial hearing and provide verification of that assertion prior to any settlement conference.

Consistent with the schedule that is set by the Court, Plaintiff's counsel must submit a settlement letter to Defendant's counsel and the Court, describing the nature of the action, the theory of liability, Plaintiff's demand and its reasoned basis, an itemization of damages, and

citation to legal authority supporting the claimed damages. Plaintiff is expected to include a demand that is not what Plaintiff expects to win at trial, but rather a number that takes into account the risk of loss, cost, and time savings from settling before trial. Accordingly, for the purpose of settlement, any demand and/or itemization for punitive damages should not be included in Plaintiff's demand. For cases involving personal, physical, emotional distress, or similar injuries, Plaintiff should include a list of comparable jury verdicts and/or settlements to support their demand amount. Additionally, Plaintiff should provide a demand that is updated from any prior negotiations, i.e., not just stand on a prior position.

Defendant's counsel must submit a settlement letter to Plaintiff's counsel and the Court in response to Plaintiff's demand, describing the theory of defense and Defendant's offer, including an explanation for it. Defendant is expected to offer a number that does not assume that there will be no liability. As with Plaintiff, Defendant should provide an offer that is updated from any prior negotiations, i.e., not just stand on a prior position.

The parties must include in their settlement letters the names of all individuals who will be attending the settlement conference, along with their role. Defendant also must include whether any insurance representative(s) will be involved, and if so, confirm their attendance.

Settlement letters shall be no more than seven pages, unless a party specifically has requested additional pages. All counsel are required to provide the full set of the settlement letters to their clients, who must read them prior to the conference. On occasion, this exchange process itself will lead to a settlement or at least some further progress. Indeed, the parties should have multiple discussions about settlement between the date on which the Court sets the settlement conference and the actual date of the conference. The parties should further establish that each party has the necessary information and documents to engage in meaningful settlement discussions during the conference.

In preparing their settlement letters, the parties are encouraged to consider whether there are any areas of agreement; whether there are any creative solutions (e.g., licensing agreement, allowing the use of a trademark, re-employment, trainings, payment plan, etc.); and whether there are any outstanding lien holders, particularly Worker's Compensation, Medicare, or other medical liens (and in what amount).

In some circumstances, after reviewing the settlement letters, the Court may set a telephonic status hearing before the settlement conference to further discuss the settlement positions. The Court may also separately contact counsel for one or both parties and will ask the other party for permission before this happens.

Upon submission to the other side, the parties also are required to submit their settlement letters to the Court by e-mail to [Settlement Correspondence BassEhler@ilnd.uscourts.gov](mailto:SettlementCorrespondenceBassEhler@ilnd.uscourts.gov). Settlement letters are not to be filed with the Clerk's Office or on the CM/ECF system, will not be made part of the Court's record, and will not be admissible as evidence.

B. Persons Required to Attend the Settlement Conference

Individuals with ultimate settlement authority on behalf of the parties must personally participate in the conference, by whatever format the parties and the Court have decided upon (video or in person). If a party chooses to go forward with the settlement conference, it must come with authority to negotiate beyond the offer and demand in the settlement letters, i.e., the party cannot show up to the settlement conference and refuse to move from the position outlined in its settlement letter.

An insured party shall appear with a representative of the insurer who is authorized to negotiate and who has full authority to settle the case. If a party is an individual, that individual must personally attend (unless fully indemnified by another party and/or otherwise agreed to by all parties and the Court). If a party is an uninsured corporation or governmental entity, a representative of that corporation or governmental entity with authorization to negotiate and settle the case must personally attend, understandably subject to later Board approval for certain governmental entities.

Failure to comply with these provisions may result in sanctions, such as requiring the party in violation to reimburse the opposing party's attorney's fees and costs related to preparing for and appearing at the settlement conference. If a party has to "make a call" to get more settlement authority, that constitutes failure to comply with these provisions. In other words, whoever has the final say on settlement authority must actually participate in the settlement conference itself, either in person or by video.

C. Conference Format

In an effort to make the process as efficient and productive as possible, the Court will discuss with the parties in advance their preference for the conference format, whether it be by video or in person. Both by video and in person, the Court will hold a joint session with short opening remarks and questions by the Court, generally with no opening presentations by the parties. The Court encourages law firms to consider whether other members of their firm would benefit from observing the settlement conference, even if they are not actively participating.

This short, joint session will be followed by each party having private caucuses with the Court. The Court expects both the lawyers and the party representatives to be fully prepared to participate openly during these discussions. Statements made by any party during the settlement conference are not to be used in discovery and will not be admissible at trial.

D. Prepare for Success

If the parties are successful in reaching an agreement, they may be required to detail on the record all material terms of the agreement at the conclusion of the conference, so that the material terms are binding on the parties, even though a more detailed written settlement agreement will follow.

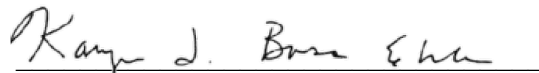
E. Cancellation or Rescheduling of the Conference

If the parties must reschedule, have concluded that a settlement conference is not necessary or helpful at this time, or have otherwise resolved the case, they should inform Judge Bass Ehler's Courtroom Deputy as soon as possible. Counsel are cautioned that failure to attend a confirmed settlement conference may result in the imposition of sanctions against them.

F. Prohibition on Photographs, Recordings, and Re-broadcasts

The parties are reminded that all communications with the Court on settlement, including the settlement conferences, ex parte calls, and hearings, whether by video, phone or in person, cannot be photographed, recorded, or re-broadcast, as with other court proceedings. Any violation of these prohibitions may result in sanctions deemed necessary by the Court.

It is so ordered.

A handwritten signature in cursive script, reading "Karyn L. Bass Ehler", written over a horizontal line.

Karyn L. Bass Ehler
United States Magistrate Judge

Dated: June 24, 2026