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Attorneys for Plaintiffs

Attorneys for Defendants

**SUPERIOR COURT OF THE STATE OF CALIFORNIA
COUNTY OF SAN DIEGO**

_____,
Plaintiffs,
vs.
_____, and DOES 1 THROUGH
50, inclusive,
Defendants.

CASE NO.:

Assigned for All Purposes To:
Hon. _____
Department __

**STIPULATION FOR USE OF
NEUTRAL FOR BINDING DECISION
PURSUANT TO CCP SECTION 638
AND [PROPOSED] ORDER**

Action filed:
Trial date:

TO ALL PARTIES AND THEIR ATTORNEYS OF RECORD:

Plaintiff _____ and Defendant _____ (hereinafter collectively referred to as “Parties”) hereby stipulate, by and through their attorneys of record, as follows:

Plaintiff _____ and Defendant _____ (hereinafter collectively referred to as “Parties”) hereby stipulate, by and through their attorneys of record, as follows:

1. Given the unprecedented health crisis that has severely impacted our civil justice

1 system, the Parties agree to utilize the services of a volunteer neutral from RESOLVE Law San
2 Diego for a case pending in the Superior Court of California – San Diego.

3 2. The Parties acknowledge that RESOLVE Law San Diego is a voluntary service in
4 response to the unprecedented health crisis which caused the San Diego Superior Court to close
5 and postpone all civil matters and hearings.

6 3. The Parties agree that the neutral from RESOLVE Law San Diego (hereinafter
7 “neutral”) is appointed to consider and issue a decision with regard to [].
8 The Parties agree that the appointment is made pursuant to Code of Civil Procedure section 638 .
9 The Parties agree the neutral’s decision is binding, and, accordingly, either party may submit it to
10 the Court for entry of an Order.

11 4. Counsel who executed this Stipulation represent and warrant that they have secured
12 the agreement of their clients to participate in RESOLVE Law San Diego, and that their clients
13 have agreed to be bound by the terms of this Stipulation.

14 5. All counsel and Parties understand and acknowledge that:

15 a. The neutrals do not represent any parties and do not provide any legal
16 advice; rather, the neutrals are acting in a quasi-judicial capacity and have the attendant
17 immunities;

18 b. As a purely volunteer effort, RESOLVE Law does not carry insurance of
19 any sort for the program or its volunteer neutrals, and does not require volunteer neutrals
20 to carry insurance; and

21 c. RESOLVE Law San Diego does not compensate the neutrals.

22 6. The Parties agree that briefing will be limited to five-page simultaneous submission
23 with a maximum of ten pages of exhibits, unless otherwise allowed by the neutral, in the neutral’s
24 sole discretion. The Parties agree that oral argument will be limited to one hour in the aggregate,
25 unless otherwise allowed by the neutral, in the neutral’s sole discretion.

26 9. The Parties agree to electronic service and will be responsible for coordinating all
27 scheduling with the neutral.

28 10. The parties agree that the neutral cannot recommend or issue sanctions.

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12. The stipulation may be executed in counterparts.

SO AGREED AND STIPULATED.

Dated: May ____, 2020

Attorneys for Plaintiff

Dated: May ____, 2020

Attorneys for Defendant

IT IS SO ORDERED.

DATED: _____

JUDGE OF THE SUPERIOR COURT