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Attorneys for Plaintiff

Attorneys for Defendant

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

_____,
Plaintiff,
vs.
_____, and DOES 1 THROUGH
50, inclusive,
Defendant.

CASE NO.:
Assigned for All Purposes To:
Hon. _____
Department __

STIPULATION TO USE NEUTRAL FROM
RESOLVE LAW SAN DIEGO FOR
NONBINDING DECISION

[NOT TO BE FILED WITH THE COURT]

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:

1. Given the unprecedented health crisis that has severely impacted our civil justice system, the Parties agree to utilize the services of a volunteer neutral from RESOLVE Law San

1 Diego for a case pending in the Superior Court of California – San Diego.

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

5 3. The Parties agree that the neutral from RESOLVE Law San Diego (hereinafter
6 “neutral”) is appointed to consider and issue a decision with regard to [].

7 The Parties agree the neutral’s decision is non-binding and, accordingly, it shall not be submitted
8 to the Court for entry of an Order. The non-binding decision is intended to assist the Parties in
9 reaching resolution of the stated dispute

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

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

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

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

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

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

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

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

28 12. The stipulation may be executed in counterparts.

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SO AGREED AND STIPULATED.

Dated: _____

Attorneys for Plaintiff

Dated: _____

Attorneys for Defendant
