

1 **LAW OFFICES OF**
Attorney, Esq. (SBN: 1111)
2 1111 West Broadway, Suite 111
San Diego, CA 92101
3 Telephone No. (619) 111-1111 / Facsimile No. (619) 111-1111

4 Attorneys for Plaintiff

5 **LAW OFFICES OF**
6 Attorney, Esq. (SBN: 1111)
1111 West Broadway, Suite 111
7 San Diego, CA 92101
8 Telephone No. (619) 111-1111 / Facsimile No. (619) 111-1111

9 Attorneys for Defendant

10
11 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**
12 **COUNTY OF SAN DIEGO**

13
14 _____,
15 Plaintiff,
16 vs.
17 _____, and DOES 1 THROUGH
18 50, inclusive,
19 Defendant.

CASE NO.: 37-2020-11111111-CU-MM-CTL

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: **Insert**
Trial date: **Insert**

20
21
22
23 **TO ALL PARTIES AND THEIR ATTORNEYS OF RECORD:**

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

26 1. Given the unprecedented health crisis that has severely impacted our civil justice
27 system, the Parties agree to utilize the services of a volunteer neutral from RESOLVE Law San
28

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 [insert discovery or law and
7 motion matter]. The Parties agree the neutral’s decision is non-binding and, accordingly, it shall
8 not be submitted to the Court for entry of an Order. The non-binding decision is intended to assist
9 the Parties in 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.

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

SO AGREED AND STIPULATED.

LAW OFFICES OF

Dated: _____

_____, Esq.
Attorneys for Plaintiff

LAW OFFICES OF

Dated: _____

_____, Esq.
Attorneys for Defendant