



How To Write A Settlement Agreement (Stipulation) For A Civil Action, or Civil Case

An Informational Guide to a North Dakota State District Court Process

The North Dakota Legal Self Help Center provides resources to people who represent themselves in civil matters in the North Dakota State District Courts. The information provided in this informational guide **isn't** intended for legal advice but only as a general guide to a civil court process.

If you decide to represent yourself, you need to do additional research to prepare.

If you're unsure how to proceed, don't know if this informational guide suits your needs, or need legal advice or legal representation, consult a lawyer licensed to practice in North Dakota. For more information about finding a lawyer, go to ndcourts.gov/legal-self-help/finding-a-lawyer.

When you represent yourself, you're expected to know and follow the law, including:

- State or federal laws that apply to your case;
- Case law, also called court opinions, that applies to your case; and
- Court rules that apply to your case, which may include:
 - North Dakota Rules of Civil Procedure;
 - North Dakota Rules of Court;
 - North Dakota Rules of Evidence;
 - North Dakota Administrative Rules and Orders;
 - Any local court rules.

Links to the laws, case law, and court rules can be found at ndcourts.gov.

A glossary with definitions of legal terms is available at ndcourts.gov/legal-self-help/glossary.

When you represent yourself, you're held to the same requirements and responsibilities as a lawyer, even if you don't understand the rules or procedures.

This information isn't a complete statement of the law. This covers basic information about writing a Settlement Agreement (Stipulation) for a civil action, or civil case, in a North Dakota state district court. The Center isn't responsible for any consequences that may result from the information provided. The information can't replace the advice of a lawyer licensed in North Dakota. Use at your own risk.

Warning! A Settlement Agreement (Stipulation) can have serious legal consequences. It's strongly recommended that you consult a lawyer and carefully consider all of your options before you represent yourself in a civil case.

Information About How to Write a Settlement Agreement for a Civil Action, or Case, in a North Dakota State District Court

Before you write your Settlement Agreement (Stipulation), review the [Guide to a District Court Civil Action, or Civil Case](#).

What's the difference between Plaintiff/Petitioner and Defendant/Respondent?

Plaintiffs and Defendants are Parties to a Complaint

The party who starts a civil action, or case, with a Summons and Complaint is called the Plaintiff. There can be more than one Plaintiff.

The party who is served with a Summons and Complaint requesting civil legal action against them is called the Defendant. There can be more than one Defendant.

Petitioners and Respondents are Parties to a Petition

The party who starts a civil case with a Summons and Petition is called the Petitioner. There can be more than one Petitioner.

The party who is served with a Summons and Petition requesting civil legal action against them is called the Respondent. There can be more than one Respondent.

For the purpose of simplicity, the terms "Complaint," "Plaintiff," and "Defendant" are used in this Guide, but the terms include Petitions, Petitioners and Respondents.

What's the difference between a Settlement Agreement and Stipulation?

"Settlement Agreement" and "Stipulation" are often used interchangeably.

In general, in a civil case a Settlement Agreement is a voluntary agreement between the parties in the case that ends the case. The agreement must be in writing and signed by the all parties in the case before it can be submitted to the judge for approval.

In general, in a civil case a Stipulation is a voluntary agreement made between the parties during the case to shorten or simplify the process. For example, parties can agree to allow certain pieces of evidence to be admitted without objection, or agree that certain facts happened. For a stipulation to be binding, it must be written and signed by all parties in the case.

For the purpose of simplicity, the term "Settlement Agreement" is used in this Guide, but the term includes Stipulation.

Does the ND Legal Self Help Center have generic Settlement Agreement forms?

No. Because there are many different varieties of civil cases, the ND Legal Self Help Center doesn't have generic Settlement Agreement forms. If you decide to represent yourself, you need to write your own Settlement Agreement.

However, below are Settlement Agreements forms for specific actions that you may want to review as formatting templates.

- [Divorce with Agreement – No Children](#)
- [Divorce with Agreement – With Children](#)
- [Written Agreement to Modify Primary Residential Responsibility](#)

A formatting example of a Settlement Agreement starts on Page 6 of this Informational Guide.

A variety of General-Use template forms are available at ndcourts.gov/legal-self-help/starting-a-civil-action. You may find the General-Use template forms of interest as a starting point for creating your own Settlement Agreement

Also review the following on the North Dakota Legal Self Help Center webpage:

- [How to Research Your Legal Issue](#)
- [Guide to a District Court Civil Action](#)
- [Starting a District Court Civil Action](#)

Do we have to sign the Settlement Agreement in front of a notary public?

The ND Legal Self Help Center's forms for Settlement Agreements usually require the parties signatures to be notarized. The Center's Settlement Agreement form sets are designed to be decided only on the documents filed with the court, and without a hearing. Notarized signatures on the Settlement Agreement show the judge a Notarial Officer verified the identity of the parties whose signatures appear on the document.

However, Center staff are unable to locate a general rule or North Dakota state law that requires all Settlement Agreements to be notarized.

If you submit the Settlement Agreement without notarization, the judge decides if they'll accept the agreement. If they don't, the Settlement Agreement and other documents accompanying it may be sent back to you stating the judge requires the signatures to be notarized.

(See [Rule 11.3 of the North Dakota Rules of Court](#).)

Does the court need the parties to file anything besides the Settlement Agreement?

Yes. The documents you need to file depend on whether you're starting a brand new case, or already have an open case.

If the Settlement Agreement will start and end a brand new case, the Plaintiff is required to arrange to serve a Summons and Complaint on the Defendant. The Plaintiff is required to file the Summons, Complaint, and proof of service to get a case number assigned. The Plaintiff may also be required to file a proposed Judgment (Order). See the [Guide to a Civil Action, or Civil Case](#) for more information on starting and finishing a case.

If a case has already been started and a case number assigned, the Settlement Agreement is filed as part of a written motion. See [Making a Motion](#) for more information.

Is there help available for creating legal documents?

If you want help creating your Settlement Agreement or other legal documents, consult a lawyer licensed to practice in North Dakota. Ask the lawyer about Limited Legal Representation. Lawyers licensed to practice in North Dakota may agree to help you with part of your civil action, such as preparing legal documents, while you handle the rest of your civil action. You and the lawyer must agree in writing to Limited Legal Representation.

Only a lawyer licensed to practice in North Dakota who has agreed to represent you can give you legal advice. Legal advice includes interpreting how the laws and rules apply to your situation.

Lawyer Resources and Limited Legal Representation

You're not required to hire a lawyer to bring a civil case in North Dakota State District Court. If you decide to represent yourself, you must follow all of the rules, laws and procedures a lawyer is required to follow.

Go to ndcourts.gov/legal-self-help/finding-a-lawyer for more information about how to find a lawyer.

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Lawyer Resources

If you want to find a lawyer to represent you, you may find the following options of interest.

- **Legal Services of North Dakota** is a non-profit organization, providing free legal assistance to North Dakota residents in a variety of matters based on income. Legal Services of North Dakota can also determine whether an applicant meets the income requirements for the Volunteer Lawyers program that offers low-cost legal assistance based on income. The phone number is (800) 634-5263 and the website is lsnd.org.
- The **State Bar Association of North Dakota** provides a lawyer referral service to match paying clients in need of legal services with lawyers. The phone number is (866) 450-9579 and the website is sband.org. The cost is \$30.00 for a 30 minute consultation with a lawyer.
- **Dakota Plains Legal Services** is a non-profit legal services organization that provides free legal assistance to low-income individuals, older Americans and veterans. Dakota Plains Legal Services (DPLS) has eight offices and serves communities across South Dakota and North Dakota, including nine tribal nations. DPLS is committed to increasing access to justice with quality legal assistance. Contact information is available on the DPLS webpage of dpls.org.
- For a list of all lawyers who are licensed to practice in North Dakota, go to the North Dakota Supreme Court website at ndcourts.gov/Lawyers

Limited Legal Representation

Lawyers licensed to practice in North Dakota may provide Limited Legal Representation in civil cases. Limited Legal Representation (sometimes called “unbundling”) is a way a lawyer can help you with part of your case while you do the rest of your case. You pay for the part of the case the lawyer handled. You and the lawyer must agree in writing to Limited Legal Representation. For example:

- You may want a lawyer to give you an expert opinion about your options, or your legal rights and responsibilities;
- You can consult with a lawyer to prepare or review your legal documents, but attend hearings yourself;
- You can represent yourself through the whole case, and periodically consult with a lawyer who can coach you on the law, procedures and strategy;
- You can do the preparation yourself and hire a lawyer just to make court appearances for you.

North Dakota Free Legal Answers

This civil legal program is a partnership of the American Bar Association and the State Bar Association of North Dakota.

The purpose of the program is to provide free answers to **specific** civil legal question to low-moderate income North Dakotans who submit their questions online. Anonymous volunteer attorneys answer your question, but can't represent you.

Go to nd.freelegalanswers.org for information about the program, to apply to see if you qualify, and ask your civil legal question. This program **can't** provide help with criminal legal questions.

How To Write A Settlement Agreement

In General, a Settlement Agreement is made up of the following sections:

- Caption;
- Opening Paragraph
- Agreement as to Facts
 - List the parties
 - List agreed on facts
- Stipulated Terms for Judgment
 - List agreed on terms
- Date and Signature(s).

Caption:

The caption in the Settlement Agreement should look exactly the same as the caption of the Summons in your case.

This is an example of a Caption:

| | |
|------------------------------|--------------------------------|
| State of North Dakota | In District Court |
| County of _____ | _____ Judicial District |
| _____) | |
| Plaintiff,) | |
|) | |
| vs.) | Complaint |
|) | |
| _____) | Case No. _____ |
| Defendant,) | |

Opening Paragraphs:

The following paragraphs are examples of some common opening paragraphs in Settlement Agreements. These may or may not be appropriate for your specific situation, and you may need to include other paragraphs. You need to conduct your own research to decide.

- ☐ **Paragraph 1:** States the parties have come to an agreement on **all or some** issues, depending on your agreement.
- ☐ **Paragraph 2:** States the entire agreement of the parties is in the Settlement Agreement.
- ☐ **Paragraph 3:** Explains how the Defendant or Plaintiff was served and names the document that shows the proof of service.
 - Examples of proof of service are Admission of Service, Declaration of Service by Mail, or Declaration of Personal Service.

This is an example of the opening paragraph section of a Settlement Agreement:

1. Plaintiff and Defendant have reached an agreement resolving all of the issues in this proceeding.
2. Plaintiff's and Defendant's entire agreement is set forth in this Settlement Agreement.
3. The Summons and Complaint were personally served upon Defendant (Plaintiff) as indicated by the Admission of Service on file.

Agreement as to Facts:

The "Agreement as to Facts" section of a Settlement Agreement includes the facts the judge must find to be true in order to end the case.

If the Settlement Agreement settles only part of the case, this section includes the facts the judge must find to be true to resolve that part of the case.

"Agreement as to Facts" sections are usually included in the judge's written decision as the "Findings of Fact."

The following paragraphs are examples of common “Agreement as to Facts” paragraphs in Settlement Agreements to identify the parties.

- ☐ **Paragraph 4:** Includes the Plaintiff’s identifying information: Full name, address, phone number, and email address.
- ☐ **Paragraph 5:** Includes the Defendant’s identifying information: Full name, address, phone number, and email address.

***Note:** The number of paragraphs in this section depends on the number of parties and the facts of the case.

This is an example of the Agreement as to Facts:

| Agreement as to Facts | | | |
|-----------------------|--------------------------|----------------------------------|------|
| 4. | Plaintiff’s Information: | | |
| Full Name: _____ | | | |
| | First | Middle | Last |
| Address: _____ | | | |
| | Street Address | City | Zip |
| _____ | | | |
| | Phone Number | Email Address | |
| _____ | | | |
| | Year of Birth | SSN# (<i>last four digits</i>) | |
| _____ | | | |
| 5. | Defendant’s Information: | | |
| Full Name: _____ | | | |
| | First | Middle | Last |
| Address: _____ | | | |
| | Street Address | City | Zip |
| _____ | | | |
| | Year of Birth | SSN# (<i>last four digits</i>) | |
| _____ | | | |
| | Phone Number | Email Address | |
| _____ | | | |

After the identifying information, the rest of the “Agreement as to Facts” section lists any and all facts important to the Settlement Agreement that the judge must find to be true.

- ☐ **Paragraphs 6 - 8:** List any and all facts important to the Settlement Agreement that the judge must find to be true.

***Note:** The number of paragraphs in this section depends on the facts of the case that are important to the Settlement Agreement.

This is an example of a continuation of the Agreement as to Facts section:

6.

7.

8.

Stipulated Terms for Judgment:

The “Stipulated Terms for Judgment” section includes the rulings of law the judge must make that are based on the “Agreement as to Facts” section.

“Stipulated Terms for Judgment” sections are included in the judge’s written decision as the “Conclusions of Law.”

The “Stipulated Terms for Judgment” section must reflect all the legal issues on which the parties agree.

Be clear and concise. If you forget to put issues in the Settlement Agreement or misstate the agreement, this may cause legal problems later.

The following paragraphs are examples of some common “Stipulated Terms for Judgment” paragraphs in Settlement Agreements. These may or may not be appropriate for your specific situation, and you may need to include other paragraphs. You need to conduct your own research to decide.

- ☐ **Paragraphs 9 & 10:** Tells the judge the parties agree and, if the judge approves the Settlement Agreement, the “Stipulated Terms for Judgment” section becomes the judge’s written decision, or Judgment.
- ☐ **Paragraphs 11 – 13:** All the rulings of law the judge must make that are based on the “Agreement as to Facts” section. Be specific and concise (clear). ***Note:** The number of stipulated terms depends on the legal requirements of your case.

- ☐ **Paragraphs 14 – 16:** Common examples of closing paragraphs.

This is an example of a Stipulated Terms for Judgment section:

9. **The parties stipulate and agree that the following terms and provisions may, if approved, by the Court be entered as the Judgment in this case.**
10. **District Court Approval:** As part of the proceedings in this matter, Plaintiff (Defendant) will submit this Agreement to the above-entitled Court. If a Judgment is not granted, the terms of this Agreement shall be of no effect. If a Judgment is not granted, the parties shall be advised and shall be given the opportunity to appear and present argument, witnesses and testimony. If the Court approves this Agreement, and if the Court grants the Judgment, the terms of this Agreement shall be made a part of the Judgment.
- 11.
- 12.
- 13.
14. **Finality of Settlement.** This Agreement is intended as a full, complete, final and conclusive settlement of all rights and all property rights between the parties.
15. **Validity of Agreement.** This Settlement Agreement shall be binding upon the parties with respect to the above-entitled action, or any other action between the parties and it is agreed that the material provisions of this Settlement Agreement shall be incorporated in and made a part of any judgment entered into this action.
16. **Acknowledgment of Agreement.** The parties have read this Agreement, have given it serious thought and consideration, and understand its contents. The parties agree that this Agreement is fair, just, and equitable under the circumstances, and it has been made in aid of an orderly and just determination of the settlement in this matter satisfactory to both parties.

Date and Signature:

The following are required to be in the date and signature block:

- Date;
- Signature;
- Printed Name;
- Address;
- Telephone Number; and
- Email.

This is an example of a date and notarized signature block for Plaintiff & Defendant:

Plaintiff's Signature

I, _____, Plaintiff, state under penalty of perjury that the information in this Settlement Agreement is true and correct, and that I have read, understand, and agree to be bound by this agreement.

Dated _____.

(Signature of Plaintiff)

(Plaintiff's Printed Name)

(Address)

(City, State, Zip Code)

(Phone Number)

(Email Address)

State of _____)

County of _____)SS

Signed and sworn to before me on _____, by

_____.

(Notary Public or Clerk of Court)

If notary, my commission expires: _____

Defendant's Signature

I, _____, Defendant, state under penalty of perjury that the information in this Settlement Agreement is true and correct, and that I have read, understand, and agree to be bound by this agreement.

Dated _____.

(Signature of Defendant)

(Defendant's Printed Name)

(Address)

(City, State, Zip Code)

(Phone Number)

(Email Address)

State of _____)

County of _____)SS

Signed and sworn to before me on _____, by

_____.

(Notary Public or Clerk of Court)

If notary, my commission expires: _____