

Meet the new Request for Dismissal form CIV-110 (with Code Civ. Proc. § 664.6)

By Michael R. Diliberto

Jan. 1, 2025 marked the start of the New Year and the effective date for a new and improved Judicial Council of California Request for Dismissal form CIV-110. The revised form provides an option for the parties to ensure that the trial court retains jurisdiction before a case is dismissed, by checking a new box on the form to dismiss the action “[w]ithout prejudice and with the court retaining jurisdiction (Code Civ. Proc. § 664.6).” I am honored that the revised form was based on a proposal I wrote in an article published in April 2022 which was adopted by the Judicial Council.

Some background regarding the issues that led to the new CIV-110 form may help demonstrate why a revised Request for Dismissal form was necessary. My Jan. 5, 2021 *Daily Journal* article titled “Code of Civil Procedure Section 664.6 is now lawyer-friendly,” noted that most settlement agreements provide that the entire action shall be dismissed and the court shall retain jurisdiction under Section 664.6 to enforce the settlement terms. This summary procedure allows the court to enter judgment on a stipulated settlement without the need for a new lawsuit, which benefits not only the parties but also the justice system, relieving it of the burden of more time-consuming and expensive processes.

My article further noted that voluntary dismissal of an action



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terminates the court’s jurisdiction over the matter and that a request for the trial court to retain jurisdiction under Section 664.6 must meet three requirements: (1) The request must be made during the pendency of the case, not after the case has been dismissed in its entirety; (2) by the parties themselves; and (3) either in a writing signed by the parties or orally before the court. *Wackeen v. Malis* 97 Cal. App. 4th 429, 440 (2002).

In the past, some stipulations for the court to retain jurisdiction were deemed invalid because the writing was not signed by the parties. Ex-

amples of this problem are found in *Levy v. Superior Court*, 10 Cal. 4th 578, 586 (1995) (“Parties” means the litigants. The settlement agreement was not enforceable under Section 664.6 because it was signed by the plaintiff’s lawyer and not by the plaintiff himself); and *Mesa RHF Partners, L.P. v. City of Los Angeles*, 33 Cal. App. 5th 913 (2019) (The parties did not comply with Section 664.6 because the Request for Dismissal with language inserted by counsel asking the court to retain jurisdiction under Section 664.6 was not signed by the parties, or even a single “party.” The requests

were only signed by the attorneys).

Assembly Bill No. 2723 amended Section 664.6 (effective Jan. 1, 2021) and expanded the restrictive party-signature requirement to provide that the writing may also be signed by an attorney who represents a party. But the strict requirements to retain jurisdiction remained. A request for the court to retain jurisdiction under Section 664.6 is not made by a secret handshake of the parties in their settlement agreement. The request has to be express, not implied, and filed with the trial court before the dismissal deprives the court of that jurisdic-

tion. *Mesa RHF Partners, L.P.*, 33 Cal. App. 5th at 918 offered two tips to correctly invoke Section 664.6:

1. File a stipulation and proposed order with a copy of the settlement agreement and request that the trial court retain jurisdiction under Section 664.6; or

2. File a stipulation and proposed order signed by the parties noting the settlement and request that the trial court retain jurisdiction under Section 664.6.

Unfortunately, some parties failed to ask the trial court to retain jurisdiction beyond simply agreeing to that in their settlement agreement—the classic ineffective secret handshake. Seeing the need for a better way, I wrote an article titled “Proposal for A User Friendlier CCP § 664.6,” which was published in the April 2022 issue of *Los Angeles Lawyer*, the magazine of the Los Angeles County Bar Association. My proposal suggested that Judi-

cial Council form CIV-110 (Request for Dismissal) should be revised by adding a new paragraph with the option to request dismissal under Section 664.6, by simply checking a box next to a sentence stating, “The parties have settled this action and request the trial court to retain jurisdiction under Section 664.6.”

My article noted that this is a simple foolproof solution to ensure that the trial court retains jurisdiction before a case is dismissed, which also reduces the paperwork to be filed with the court. I recommended specific language for the proposed new form, suggested using an attachment sheet to accommodate signatures for larger multiparty cases, and proposed a new title for the form. To focus on the intended audience, my article concluded by stating: “Merging a request for dismissal with a request for the court to retain jurisdiction reduces the entire process to one

form. Dear Judicial Council, what say you?”

After my article was published, I reached out to David Fu, Esq., who served as a lawyer member of the Judicial Council. David assisted in presenting my proposal to the Judicial Council’s Civil and Small Claims Advisory Committee, where it was vetted. Two years later, on April 2, 2024, David and I were notified by the Judicial Council that the proposal on the retention of court jurisdiction and revising the Request for Dismissal form CIV-110 was sent out for public comment, ending May 3, 2024.

Ultimately, the proposal was adopted and the new Request for Dismissal form CIV-110 is effective as of Jan. 1, 2025. To the lawyers who have reached out to thank me for my efforts, you are welcome. All I ask is that when you dismiss your cases with this new form, if you think of me, think of me fondly.

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