

## Abatement of Litigation Agreement

\_\_\_\_\_, referred to as PLAINTIFF, and \_\_\_\_\_, referred to as DEBTOR, agree:

The parties are litigating a disputed matter in the \_\_\_\_\_, case number \_\_\_\_\_.

The parties agree that the DEBTOR is indebted to the PLAINTIFF in the amount of \$ \_\_\_\_\_ (\_\_\_\_\_ & \_\_\_\_\_/100 dollars).

DEBTOR shall pay this sum under the following conditions:

\_\_\_\_\_

The parties agree to abate the litigation under the following terms:

- (a) the case shall not be dismissed for failure to prosecute during the term provided for payment;
- (b) this agreement may be filed by either party if necessary to enforce this agreement;
- (c) in the event that the DEBTOR fails to pay as is agreed, the PLAINTIFF shall be entitled to obtain a judgment for any remaining balance upon ex parte application, the DEBTOR specifically waiving notice of application for judgment and settlement of the form of judgment.

Either party may file this agreement before the Court.

This is the entire agreement between the parties and this agreement may only be amended by a writing executed by the parties hereto.

Dated: \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_ By Debtor

\_\_\_\_\_  
\_\_\_\_\_ By Plaintiff

## Abatement of Litigation Agreement Review List

This review list is provided to inform you about this document in question and assist you in its preparation. This is an agreement by debtor to pay a portion of the claim against them in return for the litigation being postponed for an agreed amount of time. If the parties were to agree to a one time payment and dismissal, this would not be necessary. This is an approach taken when the debtor cannot pay the full amount immediately but agrees to pay something. The Plaintiff accepts this kind of agreement to get the money rolling towards them as opposed to more outflow in continued litigation.

1. Make multiple copies. Keep track of all payments carefully so the evidence can be used should the matter wind up back in court because of failure of the debtor to make the promised payments on the schedule agreed to in the document.
2. As a practical matter, if payments are forthcoming, the Plaintiff is often better off accepting delayed payments, with additional interest, than going back to court—after this document has been signed and some payments made by debtor.