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NONCUSTODIAL TEST
NONCUSTODIAL TEST
125 MAIN STREET
MESA, AZ 85201

October 16, 2024

DRAFT

Katie Hobbs
Governor



Angie Rodgers
Director

ADMINISTRATIVE LEVY AGREEMENT

AZCARES Case Number 001428730400

This Settlement Agreement and Mutual Release (hereinafter "Agreement") is made and entered into on 10/11/2024 by and between the **Department of Economic Security** ("Department") and NONCUSTODIAL ATLAS TEST ("Obligor").

FACTS

On 10/11/2024 the Department served a levy on Citibank ("Bank"), regarding funds held by Obligor in account number 1234-986, in order to satisfy or reduce child support arrears owed by Obligor, with such arrears, according to the levy, totaling on the date of service of the levy on the Bank. According to the Bank, at the time the levy was served \$18,000.00 was held in the account on Obligor's behalf.

Obligor has not filed a request for an administrative review regarding the propriety of Department's issuance of the levy.

THEREFORE, in consideration of the mutual promises and pledges contained herein, it is mutually agreed as follows:

AGREEMENT

Obligor has agreed to waive the timeframe of the levy action and have the funds applied to the case as follows: \$9,000.00 to be retained by DCSS and applied to case number 001428730400 and the remainder of the funds, \$9,000.00 to be released to obligor's account number 1234-986 immediately.

1. Facts.

The facts set forth above are true, accurate and correct, and are incorporated in this Agreement by this reference and made a material part of this Agreement.

2. No change to obligation to pay support

Nothing in this Agreement should be understood or construed in any way to change or alter Obligor's obligation to pay ongoing child support (if ordered), and nothing in this Agreement should be considered to be a waiver of any accrued child support arrearages owed by Obligor. Nothing in this agreement changes, alters, or amends any order of any court, tribunal, or other judicial/administrative entity regarding Obligor's child support or other obligations.

3. No waiver of Department's right to issue future levies or other collection methods

Nothing in this Agreement prevents Department from issuing future levies, or employing any other collection method allowed by law, against any funds or assets held by, or on behalf of Obligor in any bank, financial institution, payor, or in any other manner.

4. Waiver of appeal and review

As consideration for Department's acceptance of less than the full amount seized by the levy, Obligor forever waives any right to review or appeal, through judicial, administrative, or any other means, the propriety of the arrearage amount stated on the levy, and the amounts that were subsequently seized pursuant to the levy and collection of the subject funds.

5. Settlement amounts from the funds levied

Amounts paid by Obligor under this Agreement are deemed to have been paid from the levied funds whether or not the funds paid under the Agreement are, in fact, actually paid from the funds held in the account of the bank or financial institution subject to the levy.

6. Knowing and Voluntary

Both Department and Obligor knowingly and voluntarily enter into this Agreement, and the signors below have full authority to enter into this Agreement. The parties hereby waive any claim that the Agreement was signed under coercion or duress. By signing this Agreement, both parties acknowledge that they have had adequate time to review this Agreement and all of its terms and conditions, and have had the opportunity, if desired, to seek advice from counsel.

7. Entire Agreement

This Agreement constitutes the entire agreement between the parties to this Agreement, supersedes all oral negotiations and prior and other writings with respect to the subject matter of this Agreement, and is intended by the parties as the final, complete and exclusive statement of the terms agreed to by them.

8. Severability.

Department and Obligor agree that if any provision of this Agreement is declared to be unenforceable by a court of competent jurisdiction, the remaining terms and conditions shall not be affected and shall remain in full force and effect.

9. Governing Law.

This Agreement shall be governed by the law of the State of Arizona applicable to contracts executed and wholly performed therein.

10. Costs and Fees.

Department and Obligor shall bear all of their own costs and attorneys' fees incurred with respect to this dispute and the settlement of this administrative action.

11. Counterparts.

This Agreement may be executed in one or more counterparts, each of which shall be deemed to be an original but all of which together will constitute one and the same instrument.

By execution of this Agreement, the parties signing below hereby acknowledge the truth and accuracy of the recitals made, and hereby agrees to the conditions and terms herein:

Entered into this 10/16/2024 day of October, 2024 by:

DES – Print Name and Title

Print Name – Obligor

DES- Signature

Signature - Obligor

Power of Attorney Signature

Print Name – Joint Account Holder

Signature – Joint Account Holder

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