

# CP Waiver of Arrears Desk Aid

Use: The Waiver of Arrears form is used by the Custodial Parent to voluntarily relinquish any support arrears a Noncustodial Parent may owe on the given case. The Custodial Parent may waive a lump sum amount, a specific timeframe, or the arrears amount as a whole (aside from State Assigned Arrears\*\*). The current month's unpaid obligation can be waived, but it must be noted in writing.

Supply: This form can be printed from Eloquence (form number FCSE0001F0522006) and provided to the Custodial Parent by mail or in-person.

## Requirements:

- Three pages
  - Cover Page
  - Declaration
  - Waiver
    - If the Custodial Parent chooses to waive a timeframe, a begin and end date must be listed
    - The begin date cannot precede the obligation date, unless a PSJ was ordered, in which case the begin date cannot be before the judgment timeframe
    - If the Custodial Parent intends to waive the current month's obligation, it must be explicitly stated in writing
    - The Custodial Parent may check the obligation(s) intending to be waived (principal and interest arrears are listed separately)
    - If the Custodial Parent chooses to waive a lump sum, state assigned "permanent" arrears may not be waived (unless approved by the AD or designee)
- Must be signed and dated by the Custodial Parent and notarized by a Notary Public

## Common Reasons for AGO Return:

- The CP is attempting to waive both a time period AND a specified amount (that are not equal amounts)
- The document is not notarized
- The document is missing page(s)
- The calculation applying the waiver was completed incorrectly

# CP Waiver of Arrears Sample



July 21, 2014  
Douglas A. Ducey  
Governor

Timothy Jeffries  
Director



Douglas A. Ducey  
Governor

RE: and  
ATLAS No.:  
Court Case Number:

Timothy Jeffries  
Director

## Waiver of Arrears

My name is . I am the Obligee in ATLAS Case No. , and in Court Case No. , filed in the Superior Court of County, in the State of . Pursuant to the child support order entered in my case, I am obligated to pay child support and/or spousal support to me.

For purposes of this Waiver, "child support" means past support (or arrearages) and interest on past support (or interest on arrearages) and cash medical support. It does not include current or future support or medical insurance coverage. Child support, medical support and spousal support cannot be waived if it has been assigned to any state.

I am making this Waiver voluntarily, and not under duress or as a result of any coercion or threats made by anyone. I also understand that once this Waiver is signed, notarized and delivered to the Division of Child Support Services (DCSS), it is IRREVOCABLE and I cannot change my mind.

I am aware that I have the right to collect past due child support and that the past due child support represents a debt owed to me by the Obligor. I understand that the failure of the Obligor to pay this debt means that, at times, I have had to support my child(ren) solely from my own resources.

I am aware that I may have the right to collect interest on past due child support and that the support order in my case may require interest to accrue. I understand that the court's order requiring interest to accrue on past support is intended to compensate me for the loss of the use of the money when it should have been paid.

I understand that the DCSS and its agents do not represent me in this matter and that I can consult an attorney before executing this Waiver, and that I have had the opportunity to consult an attorney before signing this Waiver.

Equal Opportunity Employer/Program - Under Title VI and VII of the Civil Rights Act of 1964 (Title VI & VII), and the Americans with Disabilities Act of 1990 (ADA), Section 504 of the Rehabilitation Act of 1973, the Age Discrimination Act of 1975, and Title II of the Genetic Information Nondiscrimination Act (GINA) of 2008, the Department prohibits discrimination in admissions, programs, services, activities, or employment based on race, color, religion, sex, national origin, age, disability, genetics and retaliation. The Department must make a reasonable accommodation to allow a person with a disability to take part in a program, service or activity. For example, this means if necessary, the Department must provide sign language interpreters for people who are deaf, a wheelchair accessible location, or enlarged print materials. It also means that the Department will take any other reasonable action that allows you to take part in and understand a program or activity, including making reasonable changes to an activity. If you believe that you will not be able to understand or take part in a program or activity because of your disability, please let us know of your disability needs in advance if at all possible. To request this document in alternative format or for further information about this policy, contact (602) 252-4045, TTY/TDD Services: 7-1-1. \* Free language assistance for DES services is available upon request. Ayuda gratuita con traducciones relacionadas con los servicios del DES está disponible a solicitud del cliente.

SAMPLE

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ATLAS No.:

**Waiver of Arrears and/or Interest**

I waive all support arrears owed to me for the time period \_\_\_\_\_ (must be the first day of a month) through \_\_\_\_\_ (must be the last day of a month) including:

Check all that apply

<input type="checkbox"/> Child Support	<input type="checkbox"/> Child Support Interest
<input type="checkbox"/> Cash Medical Support	<input type="checkbox"/> Cash Medical Support Interest
<input type="checkbox"/> Spousal Maintenance	<input type="checkbox"/> Spousal Maintenance Interest

I understand that I cannot waive, and this does not include, any arrears which are owed to any State.

OR

**Waiver of Specific Dollar Amount**

I waive past support owed to me in the specific dollar amount of \$ \_\_\_\_\_. I understand that the amount will be credited against the account as of the date of this waiver, according to the distribution rules for support obligations. I also understand that I cannot waive arrears which are owed to any State.

I further state that I have read the waiver and understand its contents and state that it is true and accurate to the best of my knowledge, under penalty of perjury.

Date \_\_\_\_\_, Obligee \_\_\_\_\_

Contact Phone \_\_\_\_\_

STATE OF \_\_\_\_\_ )

COUNTY OF \_\_\_\_\_ )

Subscribed and sworn or affirmed and acknowledged before me by

this date: \_\_\_\_\_.

My Commission Expires: \_\_\_\_\_ Notary Public \_\_\_\_\_

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