

Denver Police Statement

My former common-law wife, Vanessa Ralphita Dolbow, knowingly and willfully committed the crime of perjury when she made a material false statement to Colorado Department of Human Services, Division of Child Support Enforcement officials for corrupt purposes; said statement being made orally on May 28, 2009 at 1575 Sherman Street, Denver, Colorado (**Exhibit A**) and set in writing and signed on June 8, 2009 (**Exhibit B**). The administrative review by the CSE Division was requested by me for the purpose of obtaining an independent review of the local decision reached by the child support enforcement delegate for El Paso County's Department of Human Services, Policy Studies Inc. doing business as El Paso County Child Support Enforcement Unit and Child Support Services of Colorado, in Colorado Springs.

The meeting in which her statement was issued resulted from my appeal of the "second" calculation of total alleged arrears (**Exhibit C**) that added \$15,000 in alleged unpaid temporary spousal and child support from June 1996 through August 1997 to the first calculation of arrears (**Exhibit D**). The first total was released to me on October 10, 2008 after Ms. Jonica Brunner, CSEU's lead paralegal, secured a knowingly perjured affidavit from Ms. Dolbow on September 29, 2008 for the purpose of pursuing unpaid child support for the three years I had custody of my only child by private agreement. [**Exhibit E.**] The intent to modify child support administratively was indiscreetly disclosed by Ms. Brunner on October 2, 2008 and then on October 7, 2008 prior to our personal meeting on October 10, 2008. [**Exhibits F & G.**] [The first enforcement action occurred on Saturday, October 4, 2008. I called Ms. Dolbow on October 5, 2008, and then met with CSEU employee Luz Morales on October 6, 2008. She told me she knew nothing about the enforcement action. (She notarized the perjured affidavit.) She then arranged for me to meet with Ms. Brunner on October 10. When we met, I had not received the October 7 notice, but I did not ask for a "modification review." The information in the notices from her meant absolutely nothing to me when I received them, in that, I knew absolutely nothing about child support enforcement.)

The second calculation was performed by CSEU Fiscal Specialist Melissa Balquin prior to the administrative review scheduled with her on April 3, 2009, as shown in the review results letter. [**Exhibit H.**] Unlike the first calculation of alleged arrears, Ms. Dolbow was not required to complete a direct payment affidavit or attest to the truthfulness of her statement to CSEU employees.

At the time Ms. Dolbow issued her oral and written statements to state officials (and CSEU employees), she did so knowing I paid each monthly house payment in lieu of direct temporary spousal support at her request; each payment being more than \$100 in excess of the \$500 ordered – and knowing I paid \$500 each month in temporary child support during the same period. Had I not adhered to the temporary orders, Ms. Dolbow would have taken additional legal action during the pre-settlement period. As **Exhibit I** demonstrates, Ms. Dolbow fluctuated on temporary order demands, obtained a permanent restraining order against me, and had a contempt citation issued – all during the months preceding the final divorce agreement on September 25, 1997. At no time during her open access to the court did Ms. Dolbow ever allege I failed to pay court-ordered temporary support. Had she done so, I would have no doubt been jailed.

Additionally in 2003, Ms. Dolbow was experiencing personal and financial problems and came to me about them. (I paid off the house in 2001.) Thereafter, she filed a motion to modify child support to increase the amount of my child support order, and I hired an attorney because of her threats. [**Exhibit J.**] When the attorney requested financial information from her, she filed a request to dismiss the motion. [**Exhibit K.**] The perjured Affidavit signed in September 2008 supports the fact I paid child support in 2003, despite Ms. Dolbow's sworn statement in the 2003 motion to modify. If I had not paid her the temporary support ordered in 1996, she would have pursued me in 2003 and not seven years later. In 2005, Ms. Dolbow had a car accident and sustained back injuries and was unemployed. Had I owed her

anything, she would not and could not have waited to collect it. (I paid her child support for the first six months of 2005, while our son lived with me.)

My letter to CSEU demonstrates the difficulties I have had obtaining older financial records. **[Exhibit L.]** There is no doubt CSEU's legal team anticipated and relied on these difficulties to leave me to prove the payments. (Ms. Dolbow has always maintained "they took the ball and ran with it.") Since that time, I have located enough loan information to reconstruct the transaction history using our final agreement, i.e., a \$40,000 lump sum spousal payment in lieu of monthly payments, in which she agreed to take \$18,000 cash and the remaining \$22,000 in monthly house payments. Since the date of the letter exhibited as "L", my memory has been affected by research. I can now say with confidence the final agreement had nothing to do with the temporary support orders.

Note: El Paso's Board of Commissioners awarded the new child support enforcement contract to Young Williams, P.C. d/b/a Young Williams Child Support Services on November 23, 2010 at the recommendation of El Paso's Contract and Procurement Division. Young Williams retained some, if not most, of PSI's former employees, including PSI's former subcontractor for legal services.

Defendents

Vanessa Ralphita Dolbow ("Rita")
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Luz E. Morales, Notary Public
(No information.)

Larry Desbien, Section Chief
CDHS Division of Child Support Enforcement
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303-866-4300

Leslie McGrew, Evaluation Supervisor
CDHS Division of Child Support Enforcement
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Christina K. Eigel, Esq.

(According to the Colorado Supreme Court website, she works for El Paso County Child Support Services at 30 East Pikes Peak Avenue, Suite 203, Colorado Springs, CO 80923, phone number 719-457-6331. According to the Colorado Bar Association, Donald Belveal's practice is located at 831 Royal Gorge Blvd., Suite 329, Canon City, CO 81212, phone number 719-275-1209. Mr. Belveal was the managing attorney for PSI's legal team according to PSI's 2005 proposal.)

John Paul Lyle, Esq.

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Magistrate Jayne Candea-Ramsey

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Witnesses

Robert Wayne Johnson

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Marcus Aaron Johnson

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EXHIBITS

A	CDHS CSE Administrative Review Results Notice (2 pgs.), 06/29/2009, Leslie McGrew for Larry Desbien
B	Written Statement (1pg.), 06/08/2009, Vanessa R. Dolbow
C	CSEU Administrative Review Arrears Calculation (1 pg.), 04/01/2009, Melissa Balquin
D	CSEU Modification Review Results Notice (1 pg.), 10/10/2008, Jonica Brunner
E	Affidavit of Custody and Direct Support (3 pgs.), 09/29/2008, Vanessa R. Dolbow
F	CSEU Modification Notice (2 pgs.), 10/02/2008, Jonica Brunner
G	CSEU Notice to Produce Modification Documents (2 pgs.), 10/07/2008, Jonica Brunner
H	CSEU Administrative Review Results Notice (1 pg.), 04/03/2009, Melissa Balquin
I	ICON Printout (3 pgs)
J	Motion to Modify Child Support (3 pgs.), 03/26/ 2003, Vanessa R. Dolbow
K	Motion for Dismissal (1 pg.), 07/30/2003, Vanessa R. Dolbow
L	Request for Administrative Review, (2 pgs.), 09/22/2010, Robert Wayne Johnson

Background

The Colorado Department of Human Services “oversees the state’s 64 county departments of social/human services in their administration of public assistance and child welfare programs” and supervises the administration of the State’s Child Support Enforcement Program through the Division of Child Support Enforcement as set forth in Volume 6 of the Colorado Code of Regulations.* The Program allows county departments of social or human services, however described, to outsource the child support enforcement function of their departments to private companies that specialize in providing this service to government clients (or to another county’s child support enforcement unit). El Paso and Teller Counties (the two counties in the fourth judicial district) are the only Colorado counties that presently outsource child support enforcement to a private government contractor.

The CDHS CSE Division is responsible for various tasks, including establishing annual state and county child support enforcement performance goals that align with federal performance standards; operating the Automated Child Support Enforcement System for collecting case information and producing system-generated documents; evaluating and monitoring county performance using data reported routinely on ACSES by county units or delegates; and providing for centralized child support payment processing through the Family Support Registry.

The State receives federal dollars for its Temporary Assistance for Needy Families program for meeting federal performance goals and is subject to being penalized by a reduction in TANF funding if it fails to operate a child support enforcement program that meets federal requirements. The State shares incentive payments with counties that meet performance goals and assesses penalties against counties that underperform.

Counties that opt to outsource to a private company receive approximately two-thirds of the costs of administering the program from the federal government.

In 1995, El Paso County’s Board of Commissioners voted to outsource child support enforcement beginning January 1996 to Maximus Inc, a publicly-traded company headquartered in Reston, Virginia. In the months preceding the new contract solicitation for the next term, the local leaders of the national Association for Children for Enforcement of Support lobbied aggressively and publicly against Maximus in *The Independent* newspaper and to the Board of Commissioners and the Department of Human Services. Subsequently, the Contracts and Procurement Division’s Evaluation Team recommended the contract be awarded to Policy Studies Inc., a smaller privately-traded company headquartered in Denver. Then, Maximus filed a protest appealing the decision and lost.

Policy Studies held the contract for the next two five-year terms showing marked gains in all measured areas of performance, having initially paid hundreds of thousands of dollars in declining penalties during the first term, and then earning incentives and repeated awards for outstanding performance in its peer group during the second term. With these significant performance improvements, Policy Studies willingly assisted the County with budget concerns by cutting the price of its services hundreds of thousands of dollars in 2008 during contract renewal negotiations and held that pricing for the next two years – the last years of its second five-year contract.

On October 12, 2010, the bids for the new contract for child support enforcement services were received using the standard Request for Proposal process. Two companies competed for the contract – Policy Studies and Young Williams Child Support Services headquartered in Jackson, Mississippi. On November 23, 2010, the Contracts and Procurement Division Manager Eileen Gonzales and the Department of Human Services Contract Manager Ms. Toni Herman presented testimony during the Board of County Commissioner’s public meeting in support of the Evaluation Committee’s recommendation to award the contract to Young Williams, citing the substantial difference in costs of services between Policy Studies and Young Williams as the deciding factor. (The Evaluation Committee uses a points-based scoring system that assigns a final score to weighted categories under evaluation. One part of this scoring system evaluates costs. This score adds into the other scores for the final score. The names of Committee members and the scoring matrix are not open to public inspection.)

Robert Williams, the founder of Policy Studies, addressed the Board prior to the award being put to a vote. Dr. Williams asked that PSI be given an opportunity to submit a revised price and cautioned the Board that it would be choosing “cost over value” if it chose Young Williams and would be losing the expertise and experience of PSI’s subcontractor for legal services, Belveal, Eigel, Rumans & Fredrickson, LLC.

Although these issues were addressed in the County’s presentation, the presenters, vocal board members (Sallie Clark and Wayne Williams), and County Attorney Bill Louis, rebutted Dr. Williams’ comments. References were made to: state procurement codes that prevented re-pricing after competitive bidding; the original wording of Policy Studies’ price proposal; the seeming impossibility of closing the \$600,000 gap; and Young Williams’ planned approach to overcoming its weaknesses in the utilization and application of Colorado law.

During its ten years as El Paso’s child support enforcement contractor, Policy Studies was licensed as a Colorado collection agency but conducted child support enforcement-related business primarily under the trade name of El Paso Child Support Enforcement Unit. Other written communications of a debt-collection/disclosure nature were distributed using the trade name of Child Support Services of Colorado. From time to time, CDHS CSE issued notices stemming from CSEU enforcement actions that referred to the county child support enforcement unit but never to one of Policy Studies’ trade names. For nearly a year, I believed CSEU was a government (public) agency.

Until December 2009 for the 2010 contract year, the CDHS Executive Director or the designee was required to approve and co-sign the annual renewals for the State of Colorado.

To comply with the State Child Support Enforcement Program, a custodial parent receiving public assistance must assist the county child support enforcement unit or its delegate in collecting unpaid court-ordered child support from the non-custodial parent or by establishing paternity and/or an order for child support. The department of human or social services’ public assistance unit often refers its cases to the child support enforcement unit or delegate for these purposes. The child support enforcement unit or its delegate also takes walk-in and mailed applications from both public assistance and non-public assistance applicants. (Ms. Dolbow, my former common-law wife, was a non-TANF applicant.) The applications are screened by the unit’s or delegate’s intake staff to identify applicable services. Among those previously cited, the applicant may qualify for modification of support as provided by state law.

The State Program permits the charging of a \$20 application fee for non-public assistance applicants and a one-time, small annual fee for collections over a certain amount. The application fee is waived for TANF applicants or for applicants that recently migrated out of the TANF program. In both types of cases, the Program requires a written application from the applicant, which contains detailed, private information about the non-custodial parent and the nature of the relationship between parents and whether or not the child or children have ever lived with the non-custodial parent.

The application available online is form number CSE-6 and is seven pages with three affidavits – Income and Expense Affidavit CSE 6-D, Non-Disclosure Affidavit CSE 6-B, and Affidavit of Arrears/Direct Payment CSE 6-E. The only document provided to me was the Affidavit of Custody and Direct Support, which is not the form included in the online application packet.

The State Program requires that applications be logged into a central log upon receipt and date stamped.

In the case underlying this claim of perjury, the custodial parent, Ms. Dolbow, was required to complete an Affidavit of Custody and Direct Support that became her official statement as to custody and child support payments. She signed the Affidavit on September 29, 2008 at the El Paso County CSEU office in Colorado Springs before a CSEU notary public. On the date of its signing, our only child had been living with her for nine months, after living with me the preceding three years.

According to her statements to me, Ms. Dolbow completed this form as instructed by a member of CSEU's legal staff, Jonica Brunner, after being interviewed by her. In the interview, she told Ms. Brunner she was not trying to collect child support for the three year period.

Nonetheless, when Ms. Dolbow completed the Affidavit, she was presented two custody question options first. She placed a check mark next to "Yes", "The child[ren] have been in my custody and resided with me at all times since the children's birth" instead of checking "No" and then providing an explanation. On January 13, 2010, the Court ruled the voluntary change of custody occurred.

[During the hearing, Ms. Dolbow was questioned by Christina Eigel, the State's prosecutor and a senior member of Belveal, Eigel, Rumans & Fredrickson, about custody. She stated the change occurred in 2005 at her request and that our son was back in her custody in January 2008. Ms. Eigel elected not to introduce the Affidavit obtained by Ms. Brunner. Instead, she worked to establish the change was the result of a private, voluntary agreement in order to be able to retroactively modify child support as only permitted by state law. While at the same time, she worked to establish – through Ms. Dolbow's testimony and specifically despite mine for years 2005 and 2006 – that Ms. Dolbow had the greater number of overnight stays because she needed to calculate child support for the three years on shared custody worksheet B. The determination of child support using the selected worksheet(s) resulted in no change in child support for 2005 and slightly reduced child support for 2006 and 2007. Ms. Eigel's strategy was to justify the \$16,409.80 already seized by the State through CSEU's enforcement actions. (\$11,569.50 was seized from an account listed on the financial statement I filed with the motion.) As a secondary consequence, Ms. Dolbow could keep the money immediately distributed to her through the Family Support Registry account.

Additionally, the Court, as represented by former Magistrate John Paul Lyle, had “predetermined” that Ms. Dolbow would not be answering questions pertaining to case management, as revealed through Ms. Dolbow’s surprise objection to Magistrate Lyle at my first (and last) question about how many times she had visited CSEU’s office. As I attempted to clarify the direction of my questioning for the Court, Magistrate Lyle advised me case management questions would not be allowed and then abruptly told Ms. Dolbow to leave the witness stand.

As such, discovery was an issue in court – and out of court – and was one component of my objection to the proposed amended order and the motion for a hearing of the objection. The other component was the obvious conflict of interest between Ms. Eigel as a private attorney representing her client and her duty as the State’s prosecutor to act ethically, to seek truth, and to pursue justice. However, my motion for a hearing of the objection was denied by incoming magistrate Jayne Candea-Ramsey for failing to show good cause; Ms. Candea-Ramsey was leaving her position as senior deputy district attorney in the El Paso District Attorney’s Office to presumably fill the position vacated by Mr. Lyle suddenly. (According to the Fourth Judicial District, Mr. Lyle resigned two days before the hearing took place for an effective date of January 31, 2010. Yet, Ms. Eigel waited nearly a month to file the proposed order carrying out his orders and only did so after Magistrate Candea-Ramsey took office. This in light of Mr. Lyle’s long relationship with the child support enforcement division of the District Court and the resulting long relationship with Ms. Eigel as the County’s special deputy district attorney for child support enforcement. From the exchange between them during the hearing that seemed too personal, I have no doubt that, if Mr. Lyle intended to sign the proposed order he assisted in obtaining before the effective date of his resignation, Ms. Eigel would have made certain he had it in his hands to do so, since – for the most part – it was written in court.) See Transcript.]

This perjury allegation arises from the direct support portion of the Affidavit. It centers on the spaces left blank for the months preceding the entry of the final divorce decree that included January through August 1997 and months not shown from June 1996 through December 1996. During this time period, there were temporary court orders for spousal and child support of \$500 each, totaling \$15,000.

In August of 2010, Ms. Dolbow told me Ms. Brunner told her how to complete the payment portion of the Affidavit. Ms. Dolbow skipped the first nine months of 1997 when temporary support was ordered (and paid) and began marking child support paid for the first month after the divorce decree was entered September 25, 1997. Therefore, from October 1997 through the boxes for the next 8 years, she entered \$450 in the monthly rows of the boxes, ending June 2005. From July 2005 through the date of the Affidavit, she entered zeros as specifically instructed by Ms. Brunner. (There was also an order for medical support. On the date of the hearing in January 2010, the cost of my son’s insurance had increased to \$385 a month. But I elected to keep him insured after he turned 19 in August 2010. After he moved in with me, he broke the same ankle he broke around 2005 and is now recuperating from surgery.)

CSEU used the direct support portion to determine the amount of child support owed. The amount reported to me on October 10, 2008 on PSI/Child Support Services of Colorado letterhead was \$16,071.60 and included child support not paid during the three year period. The inclusion of this amount (30 x \$438.80) was derived from Ms. Brunner’s interview and the Affidavit she obtained from Ms. Dolbow. The first step in justifying the collection of this

amount was Ms. Brunner's act to disclose the planned retroactive modification of support for the three year period. This notice, which I admittedly did not understand when I received it, was produced by system document generation on October 2, 2008 and bears Ms. Brunner's printed name.

From October 10, 2008 forward, I vigorously fought CSEU's claims for child support and refused to make any voluntary child support payments. My efforts were many: I attempted to obtain the application, which I knew prompted CSEU to pursue child support for the three year period and was denied access under confidentiality claims (most of the confidential information was about me); I visited and called CSEU's office numerous times, seeking more information and was passed from one employee to another; during visits, I asked to view computer screens with staff members that were "handling" me to see what they were seeing and was denied; I left numerous phone messages that were never returned; and finally, in total frustration with my inability to get CSEU to consider my statements about the change of custody, I requested a formal administrative review.

The review was conducted by a member of CSEU's fiscal team, Melissa Balquin. The determination of the total amount owed was prepared prior to the scheduled review date I was given. The notice of the review date stated that neither party was required to attend (and seemed to discourage attendance) and gave me and my former wife the opportunity to submit additional information that would impact the calculation (each of us received a copy of the notice by mail like the modification notice dated October 2, 2008). On the date of the review, I met with Ms. Balquin, but Ms. Dolbow was not present. Ms. Balquin's calculation increased the previous total (plus the months not since paid) by \$15,000 using the temporary spousal and child support ordered (and paid). I was angered by the review process and by CSEU's continued refusal to consider my statements about the change in custody – having explained it one more time to another CSEU employee in a proceeding I believed provided the best opportunity yet to end the dispute. And I was not pleased to be told by Ms. Balquin I was being uncooperative.

Shortly after the review, I appealed to the CDHS CSE Division as provided in the administrative review results notice from Ms. Balquin. I received a written notice similar to the CSEU notice. This time I did not make plans to attend because I fully expected the same results. However, Ms. Dolbow did attend. According to her statement to me afterward, she also told state officials she was not trying to collect child support for the three year period. (If CSEU or the CDHS CSE would have informed me she planned to attend, I would have made certain to be there. I have always questioned why CSEU never attempted to bring us together in a negotiation conference, since we had been ordered into mediation during the divorce.)

The State's review results letter dated June 29, 2009 stated in item 6: "Ms. Dolbow provided a statement attesting to the fact that you paid off her residence in lieu of spousal support due from June 1996 through September 1997." The Decision paragraph states in part, "The difference between our findings and those of El Paso County's is the credit provided by Ms. Dolbow for maintenance due between June 1996 and September 1997."

The credit meant many things to me – I perceived it as a way to relieve Ms. Dolbow's guilty conscience; a way to make me feel I had accomplished something this time; a way to assist CSEU out of the situation it was in, given Ms. Dolbow's admission about not trying to collect child support for the three year period; and a way for the State to appear independent of

CSEU's actions. (Given the 30 days between the State's agreement to schedule the review and the actual date of the review, CSEU and the State had more than enough time to determine how I would be handled. Nonetheless, I knew Ms. Dolbow's statement was just as false as the custody statement she made on the Affidavit.

End Note

*** This quotation is from the CDHS website. I am not an expert in the organization of the CDHS or the offices, divisions, or sections of divisions in which its responsibilities are subdivided. I presume that all child support enforcement functions are the direct responsibility of the Division of Child Support Enforcement within the Office of Self-Sufficiency and that managers of that Division and Office report directly to senior CDHS management. It is also not my intention to deflect from the need of child support enforcement for the good purposes it serves.**