

## Defendant Is Allowed to Live on \$13 Per Month

§ The following chart and bulleted items, below, were taken from pages 20 & 21 of the 24 page document, filed on 10 April 03, entitled "Supplement to Brief Supporting Exceptions". It shows the Hearing Officer's [HO] determination of the monies to be paid by Defendant. There are two (2) columns of calculations because the CRUT (Charitable Remainder Uni Trust) income terminated in September of 2002 and this fact was made patently clear to the HO during the hearings. However, she included that income in all of her calculations.

### RECOMMENDATION based upon HO's GUIDELINE CALCULATIONS

p. 20 RECOMMEN DATION			p. 24 HO'S GUIDELINE CALCULATION S	
1			Part I	
Defendant's child support obligation		1658	Basic Support Obligation [BSO]	1553
Health Insurance reduction 149/m			Part II - Health Insurance is NOT \$402/m but \$483.83 for 7	
2			Part III	
School tuition 2 eldest children		504	Cost of Tuition	504
3			Part IV	
Audit request; 20% rate		332	Defendant's Child Support Obligation	1333
	1658 - 332 =	1326		
Defendant's "net monthly income" =		2480	Income without CRUT	1813
	School	-504		-504
	SCDU	-1658		-1658
	HMO	-305		-305
	Rremaining/m	13		-654

Based on the above, the following questions arise:

- With a “net monthly income” of \$2,480 there is \$13 remaining; with a “net monthly income” no CRUT income (vide supra FoF #39) there is a negative balance remaining of \$654. Will the Court kindly explain and morally justify how Defendant is to exist on this amount?
- From the original DRS decree [01.05.17] of \$2025/m x 24 months = \$48,600 paid.

This new guideline, retroactive to 01.05.17, results in \$39,792 total payments, with the positive balance of \$8,808 overpaid. At a rate of \$332 credit/month it will take a minimum of 27 months for the credit to be depleted.

However, using the proper Guideline, without HO prejudices factored in, the total amount that should have been paid is \$23,472 [(978/m)(24m)] resulting in payment excess of \$25,128.  $(978)(0.20) = 195.60 = 196$ ;  $25128/196 = 128$  months] with a minimum of 128 months for credit to be depleted.

Beginning in Sept 2003, the Support will be recalculated to reflect removal of the eldest child, thus increasing the length of time the credit will be extant.

As for the “Depletion Allowance” - when the new support payment of \$1658 went into effect in April of 2003, there was a credit balance in DRS records of \$8,400. In April I immediately requested a meeting with the case officer, Francine Beach; I received neither acknowledgement nor a meeting with DRS [but, see what finally did get a meeting, below]. The correct amount should have been \$8,800. When the May payment of \$1658 in full was made, the credit balance decreased by \$1291. The next month DRS again deducted another \$1291 even though full payment of \$1658 had been made. It was at this time that I stopped making payments until the credit balance had one month’s payment remaining. It is important to note that during this time DRS refused to meet with me, my lawyer, or my tax attorney to discuss the missing \$1291 for both months.

On 19 November 2003 I sent certified letters to both the Luzerne County DA Lupas [USPS Cert # 7002 2410 0002 9623 4640] and the Chief of Police of WB [USPS Cert # 7002 2410 0002 9623 4633] charging DRS and its officers with Felony Theft in the amount of \$2582. One week later my lawyer had an appointment with Deputy Director Kevin Kane of DRS to discuss the situation.

NB: My lawyer was able to find out what happened to the stolen monies.  
Bottom line - DRS' accounting software could not process a payment on top of a positive/credit balance. I never received any written acknowledgement of this from anyone.

On 27 July 04 I told Mr. Kane, face to face, that if I ran my business that way I would be thrown in jail and that the government should be held to the same standards they incarcerate citizens for.