

County Court, City and County of Denver, Colorado Lindsey-Flanigan Courthouse, Room 160 520 W. Colfax Ave. Denver, CO 80204	
Plaintiff: The People of the State of Colorado Defendant: MATTHEW JERIMIAH PEMBERTON (DOB 12/29/1993) B/M, 5'11", 185 lbs, BLK/BRO	▲ COURT USE ONLY ▲
	Case Number: _____ Div: Criminal Ctrm _____
SUPPORTING AFFIDAVIT FOR ARREST WARRANT	

I, TERESA WERTSCH, of lawful age do swear upon my oath to the facts set forth below and on five continuation pages:

Your affiant, TERESA WERTSCH, an Investigator for the Denver District Attorney's Office, Economic Crime Unit was assigned to investigate allegations of THEFT in violation of 18-4-401(1),(2)(g), C.R.S. (F5), COMPUTER CRIME in violation of 18-5.5-102(1)(d),(3)(a)(V), C.R.S (F6), CYBERCRIME in violation of 18-5.5-102(1)(d),(3)(a)(V), C.R.S. (F6), FORGERY in violation of 18-5-102(1)(e), C.R.S. (F5), FORGERY in violation of 18-5-102(1)(e), C.R.S. (F5), FORGERY in violation of 18-5-102(1)(e), C.R.S. (F5), FORGERY in violation of 18-5-102(1)(e), C.R.S. (F5), CRIMINAL IMPERSONATION in violation of 18-5-113(1)(b)(II), C.R.S. (F6), ATTEMPT TO INFLUENCE A PUBLIC SERVANT in violation of 18-8-306, C.R.S. (F4), ATTEMPT TO INFLUENCE A PUBLIC SERVANT in violation of 18-8-306, C.R.S. (F4), ATTEMPT TO INFLUENCE A PUBLIC SERVANT in violation of 18-8-306, C.R.S. (F4) and ATTEMPT TO INFLUENCE A PUBLIC SERVANT in violation of 18-8-306, C.R.S. (F4) by **MATTHEW JERIMIAH PEMBERTON** against **DENVER SHERIFF'S DEPARTMENT, CITY AND COUNTY OF DENVER** and **SSG JAMAAL ALEXANDER** on DA Case Number 2019ECU00026.

On or about 02/15/2019, Sgt. Rayford Brown #91037 (DPD Sgt. Brown) with Denver Police Department's Internal Affairs Unit received a complaint from Denver Sheriff Department (DSD) Sgt. Steven Zarnow (DSD Sgt. Zarnow) with DSD's Internal Affairs Unit regarding DSD Deputy Matthew Pemberton #S17039 (Pemberton). DSD Sgt. Zarnow reported to DPD Sgt. Brown that in December 2018, Pemberton provided fraudulent documents to DSD's Scheduling Department

purporting that he was attending military trainings, when in fact he was not scheduled for training. DPD Sgt. Brown began an investigation into the matter.

On 03/10/2019, DPD Sgt. Brown provided your affiant with DPD Sgt. Brown's investigative report and supporting documents, including recorded interviews, which your affiant has reviewed. At that time, DPD Sgt. Brown advised your affiant that on 01/10/2019, Pemberton was interviewed by DSD Sgt. Zarnow, who provided Pemberton with a Garrity advisement prior to his interview. Your affiant has not reviewed Pemberton's statements to DSD Sgt. Zarnow. Your affiant has not reviewed any documentation obtained by DSD Sgt. Zarnow after 01/09/2019, or as a result of his interview with Pemberton. Your affiant has not contacted DSD Sgt. Zarnow regarding his investigation.

On 03/12/2019, your affiant spoke with [REDACTED] Staff Assistant with DSD's Scheduling Department, regarding Pemberton's employment with DSD. [REDACTED] stated she is responsible in part for managing the deputies staff calendars and pay for days off, including entering military leave, paid and unpaid, for DSD deputies into DSD's staff schedule. [REDACTED] offices are located at 101 West Colfax Ave, 7th floor, in Denver. [REDACTED] explained that each year deputies 'bid' for vacation time in October. The granting of vacation time is seniority based, with those with higher seniority receiving their requested days off first. Those with lower seniority, like Pemberton, are granted days off last. Deputies are also required to call in sick at least 2 hours prior to their shift's start time. If a deputy fails to call in sick prior to his shift, or fails to report for his shift, the deputy is considered on 'unauthorized leave.' If the deputy has too many unauthorized leave days, the deputy is reported to DSD's Internal Affairs Unit for possible disciplinary action and / or dismissal.

[REDACTED] explained that deputies who are active military receive days off for scheduled military trainings as stated in their Training Orders for the year. In October of each year, these deputies provide [REDACTED] with their unit's government issued Training Orders listing their training days for October to September of the following year. [REDACTED] enters those training days into DSD's schedule calendar as military leave. Deputies are granted 123.75 hours per year (October to September) as military paid leave time. If the deputy is scheduled to work on a training day, they are paid under military paid leave by the City and County of Denver for that day, but are expected to attend their military trainings. If training is canceled and the deputy is scheduled to work that day, then the deputy must report for his shift. After a deputy is paid their 123.75 hours of military paid leave for the year, if the deputy is scheduled to work on a training day, the deputy can use vacation or comp time to receive pay for the training day, or they can take a day without pay. When a deputy is scheduled to work on a military leave day, DSD must bring in another deputy who is paid overtime (time and half) to cover the deputy's military leave day.

[REDACTED] stated that Pemberton was hired by DSD in July 2017. He graduated from DSD's academy on 10/13/2017. Pemberton was assigned as a floor deputy at Denver's Van Cise-Simonet Detention Center located at 490 West Colfax Avenue in Denver. Pemberton initially worked with an FTO until 11/19/2017, at which time he was working on his own.

█████ stated that on 11/28/2017, Pemberton entered into his own online scheduler that he had training days on 12/01/2017 and 12/08/2017 and was taking military leave on those days. █████ asked Pemberton for his military orders showing the training days. On 01/04/2018, Pemberton emailed DSD Sgt. Boston a Word document titled "Memorandum for Soldiers 994th EN CO" dated August 13, 2017 ("Training Orders dated 08/13/2017") listing Pemberton's training days from 10/01/2017 to 09/30/2018. █████ is █████ supervisor in charge of the scheduling department. █████ stated the Training Orders dated 08/13/2017 did not list the dates of 12/01/2017 and 12/08/2017 as training days, so █████ had Pemberton use vacation days to cover the missed shift hours. Based on the document, █████ and DSD █████ entered the listed dates into DSD's schedule as military leave dates for Pemberton.

█████ stated that on 10/12/2018, Pemberton emailed DSD █████ the Word document, "Memorandum for Soldiers 994th EN CO" dated July 16, 2018 ("Training Orders dated 07/16/2018"). Pemberton stated in his email, "I apologize I did not realize I did not give you the new BA Army schedule until last night when I saw that I was Scheduled for work today." Training Orders dated 07/16/2018 listed Pemberton's training days from 10/01/2018 to 09/30/2019, including a training day for 10/12/2018.

█████ stated that on 10/20/2018, Pemberton emailed DSD Sgt. Boston again stating, "Morning sorry for the delay for some reason I was not receiving the email from my SGT. I could not remember who else you wanted me email as well was it Jeffery smith?," and attached the Word document, "MEMORANDUM FOR SPC Pemberton Matthew" dated 10/17/2018 ("Pemberton Orders dated 10/17/2018") listing additional training days of 10/17/2018 to 10/31/2018. Based on these documents, █████ and DSD █████ updated the DSD schedule to reflect Pemberton's purported military leave days for training.

█████ further stated that on 12/21/2018, Pemberton called into scheduling and spoke with █████ co-worker, █████ Pemberton reported to █████ that he had military leave that day and would not be in. █████ told █████ this information. █████ reviewed Pemberton's military leave schedule and noted 12/21/2018 was not listed as a training day. █████ called Pemberton, who told █████ that he was currently on his way to report for training, and he would send in his updated set of Training Orders to her. █████ stated about 20 minutes later she received a call from a male who was not Pemberton, but claiming he was Pemberton's Staff Sergeant, █████ The caller told █████ that he would email █████ updated training orders for Pemberton. The caller called from █████.

█████ then received an email from █████ at █████@yahoo.com stating, "I also sent this to Pemberton as well. If any issues or concerns I can be contacted by via email or by phone █████," with two attachments labeled, "FY 19 BA Schedule" and "Memorandum." The "FY 19 BA Schedule" attachment was a Word document entitled, "Memorandum for Soldiers 994th EN CO (V)" with a date field that bore 'wing-dings' instead of a date ("Undated Memorandum for Soldiers"). The document listed additional new training dates for Pemberton on 12/21/2018 and 12/29/2018. The "Memorandum" attachment was also a Word document entitled, "Memorandum for: SPC Pemberton Matthew" dated 12/21/2018

(“Training Orders dated 12/21/2018”). The document stated that Pemberton would report on 12/19/2018 for FRG training on 12/21/2018; and provided a point of contact as “[REDACTED] at [REDACTED]@mail.mil or [REDACTED] ext. 290.” [REDACTED] called [REDACTED] and determined it was not a valid number. [REDACTED] reported the incident to DSD [REDACTED].

DSD [REDACTED] directly contacted the JP Martinez Army Reserve Center where Pemberton’s 994th unit trains out of and confirmed there were no military trainings scheduled for 12/29/2018 as it was the New Year’s holiday weekend. On 12/28/2018, Pemberton reported in sick. DSD [REDACTED] called Pemberton and asked if Pemberton still had training on 12/29/2018, to which Pemberton stated, “Yes.” The incident was referred to DSD Internal Affairs unit, and subsequently investigated by DSD Sgt. Zarnow, who referred it to DPD Sgt. Brown.

On 02/20/2019, DPD [REDACTED] called [REDACTED] and spoke with [REDACTED] who reported that she did not know a [REDACTED]. [REDACTED] told DPD [REDACTED] that she was currently dating Pemberton. [REDACTED] had no knowledge of Pemberton using her cellphone to call the DSD on 12/21/2018. Later that day, DPD [REDACTED] received a voicemail from Pemberton stating that his girlfriend had told him that DPD [REDACTED] had called her. DPD [REDACTED] did not return Pemberton’s call.

On or about 02/20/2019, US Army Staff Sgt. [REDACTED] was interviewed by DPD [REDACTED]. The interview was recorded. Your affiant has reviewed the interview. During the interview, [REDACTED] positively identified Pemberton’s DSD ID photo as a photo of his unit member, Matthew Pemberton. [REDACTED] confirmed that he never sent the email containing the Training Orders dated 12/21/2018 and the Undated Memorandum for Soldiers documents to [REDACTED] at DSD scheduling. Nor did [REDACTED] call [REDACTED] on 12/21/2018 on behalf of Pemberton. [REDACTED] confirmed that both documents are forgeries. [REDACTED] stated that he does not have a yahoo.com email account; and his name is mis-spelled and his phone number is incorrect in the Training Orders dated 12/21/2018 document. [REDACTED] confirmed that Pemberton’s unit did not have trainings from 11/23/2018 to 11/25/2018, on 12/21/2018, or on 12/29/2018.

On 03/18/2019, your affiant obtained true and correct copies of Pemberton’s unit 994th training orders from US Army’s Human Resources department [REDACTED]. [REDACTED] explained that the 994th unit’s training schedule did change throughout the year. [REDACTED] provided your affiant with the unit’s training schedules that were either issued on the dates listed on the documents submitted by Pemberton; or were the last training schedules issued prior to the date on the documents submitted by Pemberton. In your affiant’s comparison of the training schedules submitted to DSD [REDACTED] and [REDACTED] on 01/04/2018, 10/12/2018, 10/20/2018, and the two submitted on 12/21/2018 with the 994th unit’s actual training orders that are contemporaneous to these dates, your affiant determined that Pemberton’s submitted documents were forged documents. Your affiant noted that Pemberton had added several training dates, usually before or after an actual training date, extending the actual training days from 2 days to 3 or more days. Pemberton also changed in full several dates from the actual schedule. For example, Pemberton changed November 16-18 to November 23-25 (the Thanksgiving holiday),

December 8 to December 29 (the New Year's holiday and Pemberton's birthday), and added September 7-8 when his Orders listed no training for the month of September. DSD [REDACTED] and [REDACTED] confirmed that due to Pemberton's low seniority, he would not have received these holiday dates off.

[REDACTED] also provided your affiant with a master list of 2017 and 2018 training days for the 994th unit, which included whether or not Pemberton reported for training that day. According to [REDACTED] master list, Pemberton last attended the 994th unit's training on 12/02/2017. As of 12/03/2017, Pemberton had not reported for any training days. According to DSD [REDACTED] and [REDACTED] Pemberton knew that if he did not report for military training, he was required to report for his normally scheduled DSD shift.

On 03/19/2019, your affiant spoke with DSD [REDACTED]. DSD [REDACTED] and [REDACTED] confirmed that they relied upon all of the above listed fraudulent documents emailed by Pemberton to either DSD [REDACTED] or [REDACTED] to be true and accurate documents. Based on the fraudulent documents' representation that Pemberton had scheduled military training days, either DSD [REDACTED] or another scheduling department staff member entered 'military leave' in the DSD scheduler on days Pemberton was scheduled to work. At times, the City and County of Denver paid Pemberton for these military leave days.

Based on payroll documents provided by [REDACTED] and [REDACTED], Senior Payroll Associate with the City and County of Denver's Controller's office, your affiant verified that between 12/03/2017 and 12/29/2018, Pemberton took 452.59 hours of military leave in lieu of reporting for his DSD shift. On these dates, Pemberton was either not actually scheduled for military training or did not report for military training. Based on Pemberton's fraudulent documents, DSD recorded Pemberton's absences as 216.56 hours paid military leave days and 236.03 hours of military leave without pay. The City and County of Denver paid approximately \$5,776.50 in wages and \$441.90 in benefits, for a total theft from the City and County of Denver of \$6,218.40 that was paid to or on behalf of Pemberton as paid military leave.

DSD [REDACTED] reported that Pemberton's actions had an additional indirect cost to the City and County of Denver. Pemberton knew that for each shift that Pemberton took off as military leave, DSD had to schedule another deputy to cover Pemberton's shift, paying that deputy overtime (time and a half) at an average rate of \$45.00 per hour. Pemberton's 452.59 hours of fraudulently obtained "military leave" cost the City and County of Denver an additional approximately \$20,366.55 in overtime payments to other deputies.

SUSPECT

Your affiant has not contacted Pemberton regarding this case's investigation. To date, Pemberton remains working at DSD as a floor officer. According to the City and County of Denver's Payroll Division, the City has been withholding pay from Pemberton's current paychecks in order to repay the City. To date, Pemberton remains owing the City and County of Denver \$1,250.74.

Based on the foregoing, your affiant respectfully requests that an At Large Warrant be issued for the arrest of **MATTHEW JERIMIAH PEMBERTON**, DOB: **12/29/1993** for THEFT in violation of 18-4-401(1),(2)(g), C.R.S. (F5), COMPUTER CRIME in violation of 18-5.5-102(1)(d),(3)(a)(V), C.R.S (F6), CYBERCRIME in violation of 18-5.5-102(1)(d),(3)(a)(V), C.R.S. (F6), FORGERY in violation of 18-5-102(1)(e), C.R.S. (F5), FORGERY in violation of 18-5-102(1)(e), C.R.S. (F5), FORGERY in violation of 18-5-102(1)(e), C.R.S. (F5), FORGERY in violation of 18-5-102(1)(e), C.R.S. (F5), FORGERY in violation of 18-5-102(1)(e), C.R.S. (F5), CRIMINAL IMPERSONATION in violation of 18-5-113(1)(b)(II), C.R.S. (F6), ATTEMPT TO INFLUENCE A PUBLIC SERVANT in violation of 18-8-306, C.R.S. (F4), ATTEMPT TO INFLUENCE A PUBLIC SERVANT in violation of 18-8-306, C.R.S. (F4), ATTEMPT TO INFLUENCE A PUBLIC SERVANT in violation of 18-8-306, C.R.S. (F4) and ATTEMPT TO INFLUENCE A PUBLIC SERVANT in violation of 18-8-306, C.R.S. (F4).

I affirm this information to be true and correct. _____
AFFIANT

Subscribed and Sworn to before me this _____ day of _____, 2019, at the City and County of Denver, State of Colorado.

My commission expires: _____.

NOTARY PUBLIC
201 West Colfax Ave., Dept. 801
Denver, CO 80202