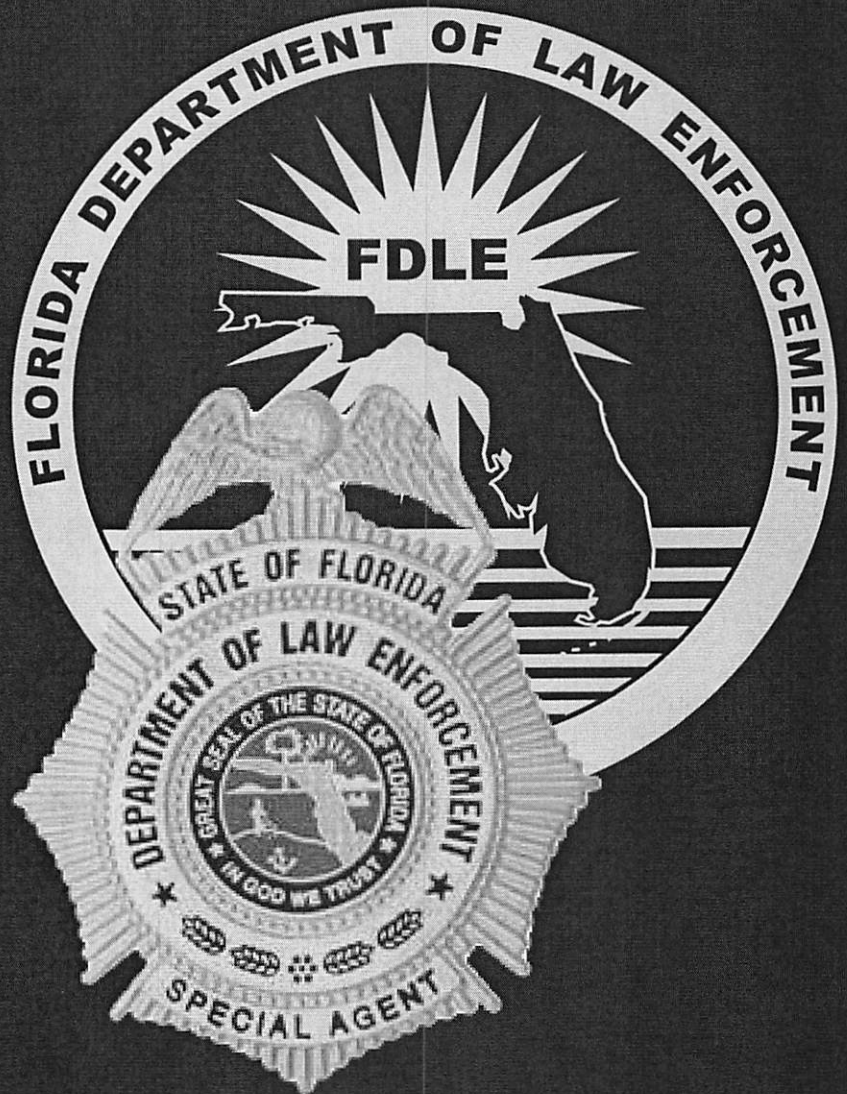


# Florida Department of Law Enforcement

Orlando Regional Operations Center  
500 West Robinson Street  
Orlando, FL 32801  
Office (407) 245-0801  
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Field Offices  
Brevard (321) 504-2032  
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**Public Integrity Investigation**

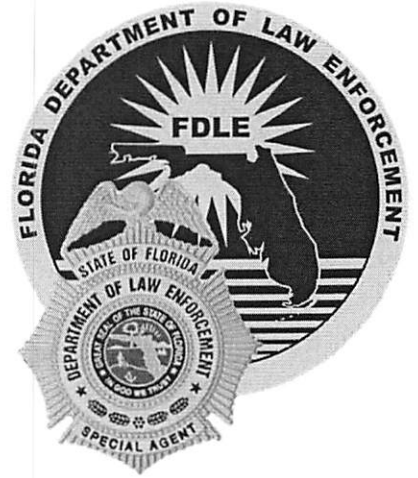
**OR-14-0156**

**Special Agent Christopher Deardoff**

**[ChristopherDeardoff@FDLE.STATE.FL.US](mailto:ChristopherDeardoff@FDLE.STATE.FL.US)**

*Service - Integrity - Respect - Quality*

**Florida Department of Law Enforcement**  
*Seventh Judicial Circuit of Florida*  
**OR-14-0156**



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# Florida Department of Law Enforcement

Case Number: OR-14-0156

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## Investigative Summary

### Public Integrity

Port Orange Police Department

Incident Date: August 1, 2018

**Case Agent:**

Special Agent Chris Deardoff

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Subject:

Captain Kimberly Kilpatrick  
White/Female  
DOB: 06/01/1974

Witnesses:

Alexa Fouts  
White/Female  
DOB: 01/12/1996

David Fouts  
White/Male  
DOB: 10/02/1970

## **INITIATION OF INVESTIGATION**

On August 1, 2018, Resident Agent in Charge (RAC) Jason Kriegsman of the Florida Department of Law Enforcement (FDLE) was contacted by Chief Thomas Grimaldi of the Port Orange Police Department (POPD). Chief Grimaldi requested for the FDLE to conduct an investigation into allegations that POPD Captain Kimberly Kilpatrick had forged the signature on former POPD Officer David Fouts' life insurance policy. RAC Kriegsman directed Special Agent (SA) Christopher Deardoff to conduct the investigation.

On July 25, 2018, Assistant Chief Proctor received a letter from the Florida Attorney General's Office, Office of Citizen Services. The letter was initially addressed to Officer Justin Eugene White with the POPD, who had sent a letter to their office. Officer White's letter was included. In the letter from Officer White to the Florida Attorney General's Office, Officer White requested the Florida Attorney General's Office open an investigation into Captain Kilpatrick. Officer White made allegations that Captain Kilpatrick forged beneficiary documents for the life insurance policy of a POPD Officer who was in a coma (Fouts). The Florida Attorney General's Office responded to Officer White and advised that he would need to bring the matter to the Internal Affairs unit of the POPD.

Assistant Chief Proctor provided further information that on April 23, 2016, Fouts and his wife Jennifer Marie Fouts were involved in a traffic accident which resulted in the death of Jennifer Fouts and left Fouts in a coma. When Fouts was involved in the traffic accident, he was assigned as a Detective with the POPD. While Fouts was in a coma Captain Kilpatrick was assigned as his liaison with fundraisers and other charitable donations to help pay the medical bills.

## **INTERVIEW OF OFFICER JUSTIN WHITE**

On August 2, 2018, SA Deardoff contacted POPD Officer Justin Eugene White, via phone, in regards to the letter he submitted to the Florida Attorney General's Office. In the letter, Officer White made allegations that Captain Kilpatrick forged life insurance policy paperwork pertaining to a former POPD Officer (Fouts). SA Deardoff requested that Officer White explain how he learned of these allegations. Officer White advised that after Officer Foust was in a traffic accident, which left him in a coma, he spoke with POPD Evidence Technician Deborah Lannie about Officer Foust and his condition. Lannie told Officer White that Captain Kilpatrick was assigned as Fouts' liaison for the life insurance company that Fouts had a policy through. At the time Fouts was in a coma, it was believed that he would pass away. It was discovered by Captain Kilpatrick that Fouts' life insurance policy listed his ex-wife as the beneficiary. Captain Kilpatrick wanted to change the beneficiary from Fouts' ex-wife to his current wife that passed away in the traffic accident. Had Fouts passed away, the funds from the payout of the policy would go to his children instead of his ex-wife. Captain Kilpatrick then met with a representative of the life insurance company in Fouts' hospital room, while Fouts' was in a coma. Captain Kilpatrick allegedly changed the beneficiary on Fouts' life insurance

policy. SA Deardoff asked Officer White how Lannie was made aware of this information. According to Officer White, Lannie received the information from a former POPD victim advocate Carmen Lynn Miller. Officer White had no direct information or evidence pertaining to the allegations against Captain Kilpatrick.

Officer White advised that he had also spoken with Lieutenant Joseph Keith Swetz of the POPD in regards to Captain Kilpatrick's involvement with the life insurance policy paperwork. According to Officer White, Lieutenant Swetz and Captain Kilpatrick were in a relationship at the time of Fouts' traffic accident. Officer White believed Lieutenant Swetz would have further information to provide.

On August 8, 2018, SA Deardoff met with Officer White at his residence and obtained a sworn, audio recorded, statement confirming the aforementioned information provided via phone.

#### **INITIAL CONTACT WITH DEBORAH LANNIE**

On August 2, 2018, SA Deardoff contacted POPD Evidence Technician Deborah Lannie via phone. SA Deardoff explained the allegations brought forward about Captain Kilpatrick. Lannie advised that she was aware of the situation and did have information pertaining to it. However, Lannie was in fear of retribution by Captain Kilpatrick if she provided a statement to SA Deardoff. According to Lannie, Captain Kilpatrick is her direct supervisor. SA Deardoff advised Lannie to consider providing a statement and contact him on a later date. As of August 28, 2018, Lannie had yet to contact SA Deardoff to provide a statement.

#### **INTERVIEW CARMEN MILLER**

On August 3, 2018, SA Deardoff contacted former POPD victim advocate Carmen Lynn Miller via phone. SA Deardoff explained the allegations against Captain Kilpatrick. Miller advised she had knowledge of the situation and agreed to meet for an interview. On August 7, 2018, SA Deardoff met with Miller at her residence. During a sworn and audio recorded statement, Miller advised that she was working as a victim advocate for the POPD at the time of Fouts' traffic accident. Miller was assigned as a liaison, along with Captain Kilpatrick, between Fouts and his life insurance company. Miller also helped organize a Go Fund Me account, with the help of Captain Kilpatrick, as well as a bank account for donations towards Fouts and his family.

SA Deardoff informed Miller he received information that she had spoken with POPD Evidence Technician Deborah Lannie about Captain Kilpatrick forging Fouts' life insurance policy beneficiary paperwork. Miller advised she had never told Lannie that information. Miller did talk to Lannie about an issue with Fouts' life insurance policy paperwork. However, it was an issue with the representative from the life insurance company. Miller could not recall the name of the company or the representative. According to Miller the representative from the insurance company approached her about the beneficiary on Fouts' life insurance policy still being Fouts' ex-wife. The

representative asked Miller if she would be the witness signer on the beneficiary paperwork that would remove Fouts' ex-wife and place his current wife as the beneficiary. At the time the representative asked Miller to witness the change, Fouts was in a coma and unable to sign any paperwork. Miller told the representative she would need to think about it. Miller felt uncomfortable that the representative asked her to witness the beneficiary change because she knew Fouts was unable to sign any paperwork. Miller excused herself as the liaison to Fouts and turned over her responsibilities and notes to Captain Kilpatrick. Miller had no further information pertaining to the beneficiary change on Fouts' life insurance policy.

According to Miller, she was never approached by Captain Kilpatrick to help change the beneficiary paperwork and was unaware if Captain Kilpatrick did so. SA Deardoff contacted Assistant Chief Proctor to obtain information about the insurance company and representative used for Fouts' life insurance policy. Assistant Chief Proctor advised that the insurance company was Police and Firemen's Insurance Association and the representative was Michael Maples.

#### **INTERVIEW OF LIEUTENANT JOSEPH SWETZ**

On August 15, 2018, SA Deardoff went to the POPD and met with Lieutenant Joseph Keith Swetz. During a sworn and audio recorded statement, SA Deardoff advised he was made aware that Lieutenant Swetz might have information pertaining to the changes in Fouts' life insurance policy. Lieutenant Swetz advised that at the time of Fouts' traffic accident, he and Captain Kilpatrick were involved in a romantic relationship and lived together. Lieutenant Swetz recalled Captain Kilpatrick being assigned as a liaison for Fouts while he was in a coma. At some point during Fouts' coma, Captain Kilpatrick mentioned to Lieutenant Swetz that the beneficiary on Fouts' life insurance policy was listed as Fouts' ex-wife. Lieutenant Swetz could not recall Captain Kilpatrick's exact wording but advised she had also mentioned she was looking for a way to switch the beneficiary from Fouts' ex-wife to his current wife. This occurred around the time when it was believed that Fouts would pass away. According to Lieutenant Swetz, Captain Kilpatrick advised the beneficiary change would help Fouts' children if he passed away. Lieutenant Swetz and Captain Kilpatrick had no further discussions about the life insurance policy.

#### **INTERVIEW OF MICHAEL MAPLES**

On August 15, 2018, SA Deardoff contacted Michael Maples via phone and asked if he was familiar with Fouts and his life insurance policy. Maples recalled Fouts' traffic accident and that he was the representative with Police and Firemen's Insurance Association that assisted with Fouts' policy. Maples agreed to meet with SA Deardoff to provide a statement.

On August 20, 2018, SA Deardoff met with Maples at the RaceTrack Gas Station, located at 4115 East State Road 46, Sanford, FL 32771. During a sworn audio recorded statement, Maples advised that he was the representative from Police and Firemen's



Insurance Association that assisted with handling Fouts' life insurance policy. Maples advised that he did not recall dealing with Captain Kilpatrick in regards to Fouts' life insurance policy and was unsure if he had ever met her. Furthermore, Maples had never met Fouts or went to the hospital to see him when he was in a coma. SA Deardoff asked Maples if he was aware of any beneficiary changes to Fouts' policy. According to Maples, he was contacted, via phone, by a person assisting Fouts who requested paperwork to change the beneficiary on Fouts' life insurance policy. Maples did not recall who he spoke with. Maples delivered the change of beneficiary paperwork to the POPD and left it with a receptionist. After a few days, Maples was given the change of beneficiary paperwork by Officer Andrew McKay of the POPD. Maples did not recall the changes made to the policy but believed it was authorized by Fouts. Maples was unaware of the extent of Fouts' injuries and only heard that he was in and out of consciousness.

#### **INTERVIEW OF ALEXA FOUTS**

On September 10, 2018, SA Deardoff contacted David Fouts' daughter, Alexa Nicole Fouts, via phone. SA Deardoff was provided Fouts' phone number by Assistant Chief Proctor. SA Deardoff advised Fouts of the allegations against Captain Kilpatrick. Fouts stated that Captain Kilpatrick did not forge the documentation pertaining to her father's life insurance policy. When Fouts' father was involved in the traffic accident, Fouts became responsible for all items and documents pertaining to her father's well-being. Fouts was aware that her father's life insurance policy included herself, her brother, and his ex-wife as beneficiaries. Due to Fouts' father's health declining as a result of the traffic accident, Fouts believed her father would pass away. Fouts decided to obtain Power of Attorney over her father and change the life insurance policy to remove her father's ex-wife as a beneficiary.

Fouts was unaware of how to complete the proper paperwork for a Power of Attorney and the life insurance policy beneficiary change. Fouts contacted Captain Kilpatrick, who was her father's liaison with the POPD and requested her assistance locating the correct paperwork. Captain Kilpatrick assisted Fouts to obtain the correct forms from the Port Orange City Hall. After Captain Kilpatrick helped Fouts obtain the correct paperwork, she had no further involvement with the forms. Fouts advised that she completed the documentation herself and Captain Kilpatrick did not complete any of the forms.

Once Fouts completed the paperwork she presented them to her father, who agreed and signed. Fouts reiterated that Captain Kilpatrick did not have a role in the change of beneficiary paperwork for her father's life insurance. SA Deardoff asked Fouts if she knew how the allegations against Captain Kilpatrick came to be. Fouts advised that she did not know, but was not surprised. According to Fouts, her father sustained a traumatic brain injury as a result of the traffic accident. This resulted in Fouts' father routinely making statements that were not true, loss of memory, and an inability to tell right from wrong. Fouts believed the allegations stemmed from a false statement provided by her father as opposed to any wrongdoing from Captain Kilpatrick.

After speaking with Fouts via phone, SA Deardoff met with Fouts at the Port Orange Library, located at 1005 City Center Circle, Port Orange, FL 32129, and obtained a sworn and audio recorded statement of the above information.

#### **INTERVIEW OF DEBORAH LANNIE**

On September 19, 2018, SA Deardoff obtained a voluntary, sworn and recorded statement from Deborah Lannie at the POPD, located at 4545 S Clyde Morris Blvd, Port Orange, FL 32129. SA Deardoff informed Lannie of the allegations against Captain Kilpatrick and inquired as to any information she may have in regards to the allegations. Lannie advised that shortly after Fouts' accident, she was approached by former POPD Victim Advocate Carmen Lynn Miller. Lannie said that Miller advised that "they" wanted Miller to help change the beneficiary on Fouts' life insurance policy. At the time Miller was approached to assist in changing the life insurance policy, she was a Victim Advocate for the POPD. SA Deardoff asked Lannie if she could expand on who "they" were. Lannie did not know, because she did not ask Miller. Lannie advised Miller to request to be removed from anything having to do with Fouts and his recovery. Lannie was unsure if Miller requested to be removed from any situation having to do with Fouts.

SA Deardoff asked Lannie if she had ever heard Captain Kilpatrick discuss Fouts' life insurance policy. Lannie stated that while Fouts was recovering in the hospital, she saw Captain Kilpatrick and asked how Fouts was doing. Lannie knew that Captain Kilpatrick was acting a liaison for Fouts during his recovery. Captain Kilpatrick told Lannie that Fouts' ex-wife was still listed on his life insurance policy as a beneficiary. Captain Kilpatrick did not like that and wanted it changed. Lannie did not hear Captain Kilpatrick say anymore in regards to Fouts' life insurance policy. Captain Kilpatrick and Lannie did not discuss the matter ever again.

#### **INTERVIEW OF CAPTAIN KIMBERLY KILPATRICK**

On September 27, 2018, SA Deardoff and SA Lisa Gundrum obtained a voluntary, sworn and recorded statement at the Forhan Law Office located at 810 Fentress Court, Unit 150, Daytona Beach, Florida. Greg Thomas Forhan, Captain Kilpatrick's legal counsel, was present during the interview. Captain Kilpatrick advised the following: Captain Kilpatrick has been employed with the POPD for approximately twenty-two (22) years and is currently assigned as the supervisor over the Criminal Investigations Unit. SA Deardoff advised Captain Kilpatrick of the allegations against her that were brought to FDLE's attention. Captain Kilpatrick advised that she has known Fouts for many years and worked with him at the POPD. At the time of Fouts' traffic accident, Captain Kilpatrick was assigned as a liaison for him through the POPD. Captain Kilpatrick was in charge of organizing donation funds from charities to assist with Fouts' medical bills.

SA Deardoff questioned Captain Kilpatrick about Fouts' life insurance policy and the alleged changes made to the beneficiary paperwork. Captain Kilpatrick advised that she did not forge Fouts' signature and did not directly deal with any changes related to Fouts' policy. Captain Kilpatrick only assisted Fouts' daughter in obtaining the



paperwork for a Power of Attorney for Fouts as well as the paperwork for changing the beneficiary. Captain Kilpatrick did not fill out any of the documentation and only instructed Fouts' daughter on how to obtain them.

#### **INTERVIEW OF DAVID FOUTS**

On September 27, 2018, SA Deardoff and SA Lisa Gundrum met with David Fouts at his residence, located at Florida 32114. During a sworn and audio recorded statement, Fouts advised that has known Captain Kilpatrick for approximately ten years and they are good friends. SA Deardoff advised Fouts about the allegations brought against Captain Kilpatrick. Fouts stated that he had no knowledge of Captain Kilpatrick signing his name on any documentation. Fouts stated that his daughter had power of attorney over him while he was recovering in the hospital and she would have been the one to change the beneficiary paperwork for his life insurance policy. Fouts did not believe that Captain Kilpatrick would forge his signature.

#### **REVIEW OF MEMORANDUM**

On February 5, 2019, Resident Agent in Charge (RAC) Jason Kriegsman provided a memorandum to SA Deardoff which was addressed to POPD Chief Thomas Grimaldi. The memorandum was submitted to Chief Grimaldi by POPD Officer Justin Eugene White. Officer White outlined in the memorandum that he and his wife, Cathleen White, had been assisting Fouts with collecting his personal documents. While assisting Fouts, Officer White and his wife believed they had noticed a potential criminal violation committed by Captain Kilpatrick. Also included with the memorandum were two life insurance policy change forms from the Police and Firemen's Insurance Association, which allegedly pertained to Fouts, as well as a durable power of attorney that was allegedly for Fouts.

The criminal violation pertained to alleged perjury committed by Captain Kilpatrick during a sworn interview with SA Deardoff on September 27, 2018. The memorandum stated that during the interview, Captain Kilpatrick advised that Fouts listed his ex-wife, Jennifer Marie Fouts, son, and daughter as the beneficiaries on a previous life insurance policy through Police and Firemen's Insurance Association. This was believed to be perjury because the previous life insurance policy from Police and Firemen's Insurance Association listed Leslie A Fouts as the beneficiary. The memorandum included a copy of the previous life insurance policy, which listed Leslie Fouts as the beneficiary, and a copy of the newest life insurance policy, which listed Fouts' son and daughter as the beneficiaries.

The memorandum further advised that Captain Kilpatrick committed perjury during the September 27 interview with SA Deardoff by stating the Power of Attorney for Fouts was in place before the beneficiary change to Fouts' Police and Firemen's Insurance Association policy. This was believed to be perjury due to the beneficiary change allegedly occurring on May 6, 2016, while the Power of Attorney was allegedly

completed on or around June 29, 2016. The memorandum included a copy of the Power of Attorney for Fouts, which listed his daughter as his "Agent".

A further claim of perjury in the memorandum stated that during the September 27 interview with SA Deardoff, Captain Kilpatrick claimed Fouts could use his hands to signal and communicate at the time the beneficiary form was signed. However, he could not talk. This was believed to be perjury because according to the memorandum, Fouts' medical records showed him to be unresponsive during the timeframe the beneficiary form was signed.

#### **INTERVIEW OF STEVE GUARDIANO**

On February 27, 2019, SA Deardoff obtained a voluntary, sworn, recorded statement from attorney Steve Guardiano. The statement was obtained at Guardiano's office, located at 412 N. Wild Olive Avenue, Daytona Beach, Florida 32118. The following is a summary of Guardiano's statement.

Guardiano was the attorney who completed the Power of Attorney for Fouts following his traffic accident. The Power of Attorney document listed Fouts' daughter as his agent. Guardiano was originally contacted by Fouts' daughter, Alexa Nicole Fouts, about obtaining guardianship for Fouts due to the condition he was in from the traffic accident. Guardiano met with Alexa Fouts, who had brought Captain Kilpatrick to the meeting. During the meeting, which took place sometime in May of 2016, Guardiano advised Alexa Fouts on the process for obtaining guardianship over Fouts. It was then discussed that a Power of Attorney would be a better alternative for the situation.

During the meeting, Guardiano did not recall Captain Kilpatrick saying or interjecting anything he would have viewed as inappropriate or nefarious in relation to the Power of Attorney. Guardiano viewed Captain Kilpatrick's presence at the meeting as an associate of Fouts and a family friend to Alexa Fouts. Guardiano believed Captain Kilpatrick was there to assist Alexa Fouts during the process.

Guardiano was shown a copy of the Power of Attorney, which was included in the memorandum provided by POPD Officer Justin Eugene White. Guardiano confirmed that it was an accurate copy of the original Power of Attorney. The documents were signed by Fouts on June 29, 2016, in the presence of Guardiano and two additional witnesses. Guardiano advised that the documents were signed at either Halifax Hospital or Ormand Rehab. Guardiano did not recall if Captain Kilpatrick was present at the time the Power of Attorney was signed.

It should be noted that Guardiano attempted to meet with Fouts approximately a month prior to having him sign the Power of Attorney. However, at the time, Guardiano did not feel comfortable having Fouts sign the documents due to his condition. Guardiano delayed the completion of the Power of Attorney until he felt Fouts would have been able to understand the documents and sign them.

When asked about the Police and Firemen's Insurance policy paperwork, Guardiano advised that he had no dealings with those documents.

## **INTERVIEW OF CATHLEEN WHITE**

On March 1, 2019, SA Deardoff and SA Mark Mynheir obtained a voluntary, sworn, recorded statement from Cathleen White. The statement was obtained at the office of attorney Michael H Lambert, who was also present, located at 428 N Halifax Avenue, Daytona Beach, FL 32114. The following is a summary of White's statement.

White is the wife of POPD Officer Justin Eugene White and friends with Fouts. Around February of 2018, White was working as the president of a support group for the POPD officers. She was contacted by an officer with the POPD in regards to the wellbeing of Fouts. White then made an effort to visit Fouts at his residence and met with him for the first time. While at his residence, White observed that Fouts' living conditions were bad. The house was unclean and needed attention. White scheduled a cleanup day for Fouts' residence, which was attended by volunteers. While assisting Fouts with the care of his residence, Officer White and White became friends with him. They began to help Fouts with day to day activities as well as incorporating him into social gatherings.

As their friendship grew, White began to hear things from Fouts that made her feel concerned for his wellbeing. Fouts mentioned to White how Captain Kilpatrick and his daughter, Alexa Nicole Fouts, had taken his money and belongings. However, the house he was living in was left in his name. White was able to locate documents pertaining to a Revocation of a Power of Attorney that Fouts believed was the paperwork he said which put his house in his name. The revocation removed his daughter, Alexa Fouts, has his Power of Attorney. White was able to assist Fouts in discovering that his house was not in his name.

Additional concerns that White had for Fouts was that Fouts' son, Kevin Fouts, was not providing adequate care for his father. Kevin Fouts was living with Fouts but was not attending to the care and wellbeing of the residence or to the personal hygiene of Fouts. Kevin Fouts was receiving Fouts' pension and social security payouts directly. White was able to review some of Fouts' bank account records and did not believe that Fouts was benefiting from his pension payout or his social security funds. White explained to Fouts that it would be a good idea for him to acquire a guardianship of some kind to assist with his finances.

Around June or July of 2018, White accompanied Fouts to the POPD to meet with a Victim Advocate to inquire about guardianship for Fouts. Several days after the meeting, White and Officer White received an email from Lorelei Henderson, who was a Victim Advocate for the POPD. The email stated the following: "Hi Justin, Captain Kilpatrick just came into see me concerning Dave Fouts. She has been involved with assisting Dave from the time of the accident and told me today that she is still involved. She said that if you have any questions concerning Dave's situation, to please contact her." Officer White then met with Lieutenant Joseph Keith Swetz of the POPD to discuss the

initial allegations of forgery that were brought to the attention of FDLE in August of 2018. White provided a copy of the email.

White then went into concerns about the original Power of Attorney which placed Alexa Fouts as Fouts' agent. White obtained a copy of the Power of Attorney and noticed that it was signed on June 29, 2016, but notarized on June 28, 2016. White found this concerning because Fouts was still under medical treatment at the time and that the document was notarized prior to being signed by Fouts. White showed Fouts the documents and Fouts advised it was not his signature on them. White also mentioned that per F.S.S. 709.2202 the Power of Attorney Alexa Fouts had did not grant her permission to change or alter beneficiary designations. White provided a copy of the Power of Attorney as well as F.S.S. 709.2202.

Another concern White had was the statements provided to SA Deardoff by Captain Kilpatrick and Alexa Fouts in the initial investigation regarding the Police and Firemen's life insurance policy Fouts had. White was concerned that Captain Kilpatrick and Alexa Fouts had similar statements about the policy originally being in Alexa Fouts, Kevin Fouts, and Jennifer Lynn Fouts name. The original policy was in Leslie A Fouts name. White obtained copies of the original policy change form and the new policy change form and showed them to Fouts. Fouts advised it was not his signature on the new policy change form which listed Kevin Fouts and Alexa Fouts as the beneficiaries. White also mentioned that the person who signed as the witness to the policy change form wrote the numbers "274" next to their signature. White believed this to be of note because Captain Kilpatrick's POPD identification number is "2794". White stated she was not making any allegations against Captain Kilpatrick because of this, but felt it she be noted. White provided copies of both policy change forms.

White then provided medical documentation related to Fouts while he was in the hospital recovering from his injuries sustained during the traffic accident. The first sets of documents were listed as the Inpatient Consultation from Halifax Health. These documents advised that on May 3, 2016, Fouts had zero chance of a meaningful recovery due to the injuries sustained from the traffic accident. The second set of documents was the discharge summary from Halifax Medical Center. These documents advised that on May 6, 2016, Fouts received 4 points on the Glasgow Coma Scale. White advised she conducted an internet-based search on the criteria and learned that receiving 4 points on the Glasgow Coma Scale meant Foust was in a coma and his ability to communicate would have been limited. White believed the information learned from the medical documentation was relevant because the time Fouts was listed as being in a coma was also the time the Police and Firemen's Insurance Association policy change form was signed by him. White provided copies of both sets of medical documents.

Another concern of White's was a letter addressed to Fouts from the Police and Firemen's Insurance Association. The letter outlined the payout Fouts would be receiving from the life insurance policy of his wife who passed away in the traffic accident. Enclosed with the letter was a check made out to Fouts in the amount of

\$14,993.50. The check was the payout amount from the policy. Also included in the letter was the Life-Accident & Sickness Death Claim form which listed details about the policy and the traffic accident. White had concerns about the documents because they were stamped as being received by the claims department of May 5, 2016. This is the same time frame that White outlined earlier that Fouts would have been in a coma. Furthermore, the Life-Accident & Sickness Death Claim form had what appeared to be Fouts' signature on it. This meant that Fouts would have had to have signed the form prior to May 5, 2016, which White advised was unlikely due to the condition he was in. White provided a copy of the letter from the Police and Firemen's Insurance Association.

White then advised that she obtained a copy of the deposited check address to Fouts from the Police and Firemen's Insurance Association. The check was deposited on June 28, 2016, which was the same day the Power of Attorney for Fouts was completed. White also stated that Fouts could not recall receiving the funds from the check. White provided a copy of the deposited check.

## **2<sup>ND</sup> INTERVIEW OF OFFICER JUSTIN WHITE**

On March 1, 2019, SA Deardoff and SA Mark Mynheir obtained a voluntary, sworn, recorded statement from POPD Officer Justin Eugene White. The statement was obtained at the office of attorney Michael H Lambert, who was also present, located at 428 N Halifax Avenue, Daytona Beach, FL 32114. The following is a summary of Officer White's statement.

At the conclusion of the FDLE investigation into the original allegations regarding Captain Kilpatrick, an Internal Affairs (IA) investigation with the POPD was opened against Officer White for policy violations. The violations were related to Officer White reporting the original allegations 6to an outside agency and not directly to the POPD. When the IA investigation was opened, Officer White reviewed the initial FDLE investigation regarding Captain Kilpatrick.

Officer White believed that there were inconsistencies in the investigation. The inconsistencies were related to the sworn statement provided by Captain Kilpatrick to SA Deardoff as well as documentation that Officer White and his wife, Cathleen White, had discovered. So as not to violate POPD policy, Officer White reported the findings to his chain of command in the form of a memorandum.

Officer White outlined that the inconsistencies in Captain Kilpatrick's sworn statement to SA Deardoff constituted perjury. Officer White advised that in Captain Kilpatrick's initial interview with SA Deardoff, she stated the Power of Attorney for Fouts was done "pretty immediate" after his traffic accident. Officer White learned through gathering documentation that the Power of Attorney was signed on or around June 29, 2016, and Fouts' traffic accident was on or around April 24, 2016. Another inconsistency Officer White found in Captain Kilpatrick's interview was her statements related to when the Power of Attorney was completed and when the life insurance policy change form was

completed. According to Officer White, Captain Kilpatrick advised that the Power of attorney was completed prior to the life insurance policy change form. Officer White believed if that were the case, it would have been Alexa Nicole Fouts' signature on the documents and not Fouts'. This was because Alexa Fouts was named as Fouts' agent in the Power of Attorney. Officer White also advised that his wife obtained medical records which showed Fouts to be in a coma at the time the documents were signed.

Officer White advised that another inconsistency with Captain Kilpatrick's statement was in regards to the names listed on Fouts' previous life insurance policy. According to Officer White, Captain Kilpatrick advised that Fouts' two children and ex-wife, Jennifer Lynn Fouts, were listed as beneficiaries on the life insurance policy prior to the change. Officer White believed this not to be true because the beneficiary listed on the policy prior to the change was Leslie A Fouts. Officer White mentioned that most of the documentation gathering was completed by his wife and Fouts.

Officer White mentioned that in the initial interview with Captain Kilpatrick, it was stated that the reasoning for Officer White bringing the allegations against Captain Kilpatrick was only because of inner departmental union differences. Officer White belongs to a law enforcement related union, while Captain Kilpatrick belongs to a different law enforcement related union. Officer White was unsure of how the idea was started that his reasoning for bringing information about Fouts to light was related to union differences. He advised that it was false. Officer White felt it was his obligation and the right thing to do. Officer White provided copies of the memorandum and its enclosures.

## **2<sup>ND</sup> INTERVIEW OF CAPTAIN KIMBERLY KILPATRICK**

On March 11, 2019, SA Deardoff and SA Mark Mynheir obtained a voluntary, sworn, recorded statement from Captain Kilpatrick. The statement was obtained at the office of attorney Greg Thomas Forhan, who was also present, located at 810 Fentress Court, Daytona Beach, FL 32114. The following is a summary of Captain Kilpatrick's statement.

SA Deardoff asked Captain Kilpatrick if she recalled the initial interview conducted on September 27, 2018, which she did. SA Deardoff mentioned the life insurance policy Fouts had prior to the traffic accident and how Captain Kilpatrick initially advised that his ex-wife and two children were listed as beneficiaries on the policy. SA Deardoff asked Captain Kilpatrick to explain how she was aware of that information. Captain Kilpatrick did not recall reviewing the life insurance documents but received the information third hand from a representative with the life insurance agency.

SA Deardoff requested Captain Kilpatrick to clarify her previous statement of "pretty immediate" within relation to Fouts' traffic accident to when the Power of Attorney for Fouts was obtained. Captain Kilpatrick stated that approximately two to three weeks after Fouts' traffic accident, she and Fouts' daughter, Alexa Nicole Fouts, met with attorney Steve Guardiano to discuss the process for Alexa Fouts to be her father's Power of Attorney. The meeting with Guardiano and Alexa Fouts was the only



involvement Captain Kilpatrick had with the Power of Attorney Process. The Power of Attorney was not completed on that date, but the process had begun. According to Captain Kilpatrick, the two to three weeks after Fouts' traffic accident was what she was referring to when she initially stated "pretty immediate".

SA Deardoff requested Captain Kilpatrick to clarify her previous statements regarding Fouts' ability to move his hands and sign to people. Captain Kilpatrick advised that on multiple occasions, she witnessed Fouts, while in the hospital, move his hands or squeeze the hand of his daughter to communicate. The communication was primarily limited to "yes" or "no" type answers from Fouts. Captain Kilpatrick could not recall the timeframe from when she witnessed the hand communication of Fouts to when the life insurance policy was changed.

SA Deardoff asked Captain Kilpatrick if she would check in with hospital staff when visiting Fouts. Captain Kilpatrick advised that, for the most part, she would check in with hospital staff prior to meeting with Fouts. On occasion, she was issued a visitors pass.

SA Deardoff presented Captain Kilpatrick with a copy of the Police and Firemen's Life Insurance Association policy change form that was included with the memorandum from Officer Justin Eugene White. The policy change form listed Fouts' son and daughter as the beneficiaries. Captain Kilpatrick advised that she did not sign as a witness on the form and that her POPD issued identification number was 2794. Captain Kilpatrick viewed the document and advised that the witness signature was not hers and she did not recognize it.

#### **HALIFAX HEALTH- SAFETY AND SECURITY**

On March 11, 2019, SA Deardoff met with Halifax Health Safety and Security Chief Darrell Richey at Halifax Health, located at 303 N. Clyde Morris Blvd, Daytona Beach, FL 32114.

Halifax Health was the hospital Fouts was initially being treated after the traffic accident. SA Deardoff requested if Chief Richey could access visitor logs from May 6, 2016, which was the date Fouts' life insurance policy change form was signed. Chief Richey accessed the hospital's visitor log system and reviewed who visited Fouts on that date. Chief Richey advised that Captain Kilpatrick was not listed in the log as visiting Fouts on that date.

#### **CONCLUSION**

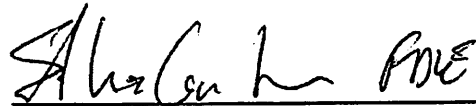
FDLE has completed a comprehensive investigation into the criminal allegations against POPD Captain Kimberly Kilpatrick. This presentation of facts is based on law enforcement interviews, civilian interviews, and collection of documents. FDLE submits this investigative summary to the Office of the State Attorney for their review and disposition.

SWORN to and SUBSCRIBED

This 26 day of March 2019



Christopher Deardoff, Special Agent  
Florida Department of Law Enforcement  
319 Riveredge Blvd., Suite #214  
Cocoa, Florida 32922

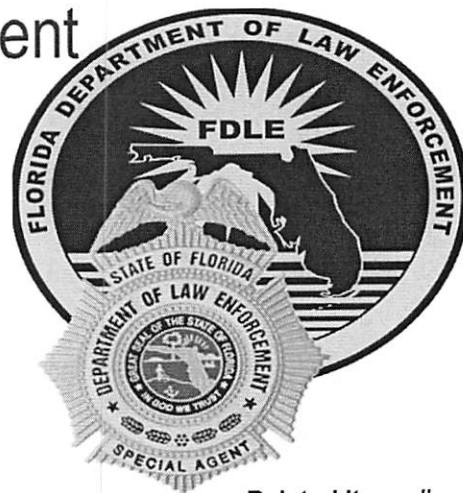


(Notary Public or LEO)

# Florida Department of Law Enforcement

Seventh Judicial Circuit  
Case #: OR-14-0156

## Investigative Reports (IR) Table of Contents



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**FLORIDA DEPARTMENT OF LAW ENFORCEMENT  
INVESTIGATIVE REPORT**

On August 1, 2018, Special Agent (SA) Christopher Deardoff of the Florida Department of Law Enforcement (FDLE) was contacted by Assistant Chief William Proctor of the Port Orange Police Department (POPD). Assistant Chief Proctor wanted to discuss allegations that POPD Captain Kimberly Kilpatrick had forged the signature on former POPD Officer David Fouts' life insurance policy.

On July 25, 2018, Assistant Chief Proctor received a letter from the Florida Attorney General's Office, Office of Citizen Services. The letter was initially addressed to Officer Justin Eugene White with the POPD, who had sent a letter to their office. Officer White's letter was included. In the letter from Officer White to the Florida Attorney General's Office, Officer White requested the Florida Attorney General's Office open an investigation into Captain Kilpatrick. Officer White made allegations that Captain Kilpatrick forged beneficiary documents for the life insurance policy of a POPD Officer who was in a coma (Fouts). The Florida Attorney General's Office responded to Officer White and advised that he would need to bring the matter to the Internal Affairs unit of the POPD.

Assistant Chief Proctor provided further information that on April 23, 2016, Fouts and his wife Jennifer Marie Fouts were involved in a traffic accident which resulted in the death of Jennifer Fouts and left Fouts in a coma. When Fouts was involved in the traffic accident, he was assigned as a Detective with the POPD. While Fouts was in a coma Captain Kilpatrick was assigned as his liaison with fundraisers and other charitable donations to help pay the medical bills.

A copy of the letters will be electronically maintained in the related items section of this case file under INV-1.

Case Number: OR-14-0156	Serial #: 1
Author: Deardoff, Christopher Michael	Office: Brevard
Activity Start Date: 08/29/2018	Activity End Date:08/29/2018
Approved By: Kriegsman, Jason David	
Description:Initial Contact by Port Orange Police Department	
<i>THIS REPORT IS INTENDED ONLY FOR THE USE OF THE AGENCY TO WHICH IT WAS DISSEMINATED AND MAY CONTAIN INFORMATION THAT IS EITHER PRIVILEGED OR CONFIDENTIAL AND EXEMPT FROM DISCLOSURE UNDER APPLICABLE LAW. ITS CONTENTS ARE NOT TO BE DISTRIBUTED OUTSIDE YOUR AGENCY.</i>	

**Grimaldi, Thomas**

---

**From:** attorney.general@myfloridalegal.com  
**Sent:** Tuesday, July 24, 2018 3:06 PM  
**To:** JCLOVES@YAHOO.COM  
**Subject:** From Florida Attorney General Pam Bondi

Dear Mr. White:

The Florida Attorney General's Office received your correspondence regarding Port Orange police captain Kim Kilpatrick. Attorney General Bondi asked that I respond.

Pursuant to part VI of chapter 112, Florida Statutes (see [www.leg.state.fl.us/Statutes/](http://www.leg.state.fl.us/Statutes/)), each employing agency is responsible for the internal investigation of complaints against law enforcement officers. Therefore, we encourage you to contact the Port Orange Police Department's Internal Affairs unit for assistance:

Port Orange Police Department  
Internal Affairs  
4545 S. Clyde Morris Boulevard  
Port Orange, Florida 32129-4062  
Telephone: 386-506-5830  
Website: <https://www.port-orange.org/directory.aspx?did=39>

The Florida Department of Law Enforcement's website also provides information on the complaint process:

[www.fdle.state.fl.us/CJSTC/Professional-Compliance/PC-Process.aspx](http://www.fdle.state.fl.us/CJSTC/Professional-Compliance/PC-Process.aspx)  
<http://www.fdle.state.fl.us/FAQ-s/Frequently-Asked-Questions.aspx#officermisconduct>

The U.S. Department of Justice may also review alleged police misconduct in some circumstances, as described on its website:

<http://www.justice.gov/crt/about/spl/documents/polmis.php>

Finally, because our office is not at liberty to give legal advice to private individuals, if you need legal guidance, please consult a private attorney. If you need help finding an attorney, please contact The Florida Bar's Lawyer Referral Service toll-free at (800) 342-8011 or online at <https://www.floridabar.org/public/lrs/>.

Thank you for contacting Attorney General Bondi's office. Please understand our duties are prescribed by law.

Sincerely,

Annette Simmons-Brown  
Office of Citizen Services  
Florida Attorney General's Office  
The Capitol, PL-01  
Tallahassee, Florida 32399-1050  
Telephone: (850) 414-3990  
Toll-free in Florida: (866) 966-7226  
Website: <http://www.myfloridalegal.com>

PLEASE DO NOT REPLY TO THIS E-MAIL. THIS ADDRESS IS FOR PROCESSING ONLY.

To contact this office please visit the Attorney General's website at [www.myfloridalegal.com](http://www.myfloridalegal.com) and complete the on-line contact form. Again, thank you for contacting the Office of the Florida Attorney General.

INTERNET MESSAGE RECEIVED BY THE ATTORNEY GENERAL'S OFFICE ON 07/10/2018

Justin White

RE: Port Orange Police Department  
4545 Clyde Morris Boulevard  
Port Orange, FL 32127  
Phone: (386) 295-9072

Subject: Forgery by Police Captain

I am requesting that an investigation be opened on the Port Orange Police Captain Kim Kilpatrick for forging a former Port Orange Police Detective's Police and Fire Insurance beneficiary while he was in a coma, in which she arranged to change the beneficiary. When this incident happened, she was working in her capacity of a Port Orange Police Captain and the Port Orange Police Department liaison. I am contacting you because I believe that City Officials and the police administration have knowledge of this incident. Thus I do not believe that there would be a fair and impartial investigation.



**FLORIDA DEPARTMENT OF LAW ENFORCEMENT  
INVESTIGATIVE REPORT**

On August 1, 2018, Special Agent (SA) Christopher Deardoff of the Florida Department of Law Enforcement (FDLE) was contacted by Assistant Chief William Proctor of the Port Orange Police Department (POPD). Assistant Chief Proctor wanted to discuss allegations that POPD Captain Kimberly Kilpatrick had forged the signature on former POPD Officer David Fouts' life insurance policy.

On August 2, 2018, SA Deardoff contacted POPD Officer Justin Eugene White, via phone, in regards to the letter he submitted to the Florida Attorney General's Office. In the letter, Officer White made allegations that Captain Kilpatrick forged life insurance policy paperwork pertaining to a former POPD Officer (Fouts). SA Deardoff requested that Officer White explain how he learned of these allegations. Officer White advised that after Officer Foust was in a traffic accident, which left him in a coma, he spoke with POPD Evidence Technician Deborah Lannie about Officer Foust and his condition. Lannie told Officer White that Captain Kilpatrick was assigned as Fouts' liaison for the life insurance company that Fouts had a policy through. At the time Fouts was in a coma, it was believed that he would pass away. It was discovered by Captain Kilpatrick that Fouts' life insurance policy listed his ex-wife as the beneficiary. Captain Kilpatrick wanted to change the beneficiary from Fouts' ex-wife to his current wife that passed away in the traffic accident. Had Fouts passed away, the funds from the payout of the policy would go to his children instead of his ex-wife. Captain Kilpatrick then met with a representative of the life insurance company in Fouts' hospital room, while Fouts' was in a coma. Captain Kilpatrick allegedly changed the beneficiary on Fouts' life insurance policy.

SA Deardoff asked Officer White how Lannie was made aware of this information. According to Officer White, Lannie received the information from a former POPD victim advocate Carmen Lynn Miller. Officer White had no direct information or evidence pertaining to the allegations against Captain Kilpatrick.

Officer White advised that he had also spoken with Lieutenant Joseph Keith Swetz of the POPD in regards to Captain Kilpatrick's involvement with the life insurance policy paperwork. According to Officer White, Lieutenant Swetz and Captain Kilpatrick were in a relationship at the time of Fouts' traffic accident. Officer White believed Lieutenant Swetz would have further information to provide.

On August 8, 2018, SA Deardoff met with Officer White at his residence and obtained a sworn, audio recorded, statement confirming the aforementioned information provided via phone.

Case Number: OR-14-0156	Serial #: 2
Author: Deardoff, Christopher Michael	Office: Brevard
Activity Start Date: 08/29/2018	Activity End Date:08/29/2018
Approved By: Kriegsman, Jason David	

Description: Interview of Officer Justin White

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Case Number	OR-14-0156
IR Number	2

A copy of the audio recorded interview will be electronically maintained in the related items section of this case file under INV-2.

**FLORIDA DEPARTMENT OF LAW ENFORCEMENT  
INVESTIGATIVE REPORT**

On August 1, 2018, Special Agent (SA) Christopher Deardoff of the Florida Department of Law Enforcement (FDLE) was contacted by Assistant Chief William Proctor of the Port Orange Police Department (POPD). Assistant Chief Proctor wanted to discuss allegations that POPD Captain Kimberly Kilpatrick had forged the signature on former POPD Officer David Fouts' life insurance policy.

On August 2, 2018, SA Deardoff contacted POPD Evidence Technician Deborah Lannie via phone. SA Deardoff explained the allegations brought forward about Captain Kilpatrick. Lannie advised that she was aware of the situation and did have information pertaining to it. However, Lannie was in fear of retribution by Captain Kilpatrick if she provided a statement to SA Deardoff. According to Lannie, Captain Kilpatrick is her direct supervisor. SA Deardoff advised Lannie to consider providing a statement and contact him on a later date. As of August 28, 2018, Lannie had yet to contact SA Deardoff to provide a statement.

Case Number: OR-14-0156	Serial #: 3
Author: Deardoff, Christopher Michael	Office: Brevard
Activity Start Date: 08/29/2018	Activity End Date:08/29/2018
Approved By: Kriegsman, Jason David	

Description:Initial Contact with Deborah Lannie

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**FLORIDA DEPARTMENT OF LAW ENFORCEMENT  
INVESTIGATIVE REPORT**

On August 1, 2018, Special Agent (SA) Christopher Deardoff of the Florida Department of Law Enforcement (FDLE) was contacted by Assistant Chief William Proctor of the Port Orange Police Department (POPD). Assistant Chief Proctor wanted to discuss allegations that POPD Captain Kimberly Kilpatrick had forged the signature on former POPD Officer David Fouts' life insurance policy.

On August 3, 2018, SA Deardoff contacted former POPD victim advocate Carmen Lynn Miller via phone. SA Deardoff explained the allegations against Captain Kilpatrick. Miller advised she had knowledge of the situation and agreed to meet for an interview. On August 7, 2018, SA Deardoff met with Miller at her residence. During a sworn and audio recorded statement, Miller advised that she was working as a victim advocate for the POPD at the time of Fouts' traffic accident. Miller was assigned as a liaison, along with Captain Kilpatrick, between Fouts and his life insurance company. Miller also helped organize a Go Fund Me account, with the help of Captain Kilpatrick, as well as a bank account for donations towards Fouts and his family.

SA Deardoff informed Miller he received information that she had spoken with POPD Evidence Technician Deborah Lannie about Captain Kilpatrick forging Fouts' life insurance policy beneficiary paperwork. Miller advised she had never told Lannie that information. Miller did talk to Lannie about an issue with Fouts' life insurance policy paperwork. However, it was an issue with the representative from the life insurance company. Miller could not recall the name of the company or the representative. According to Miller the representative from the insurance company approached her about the beneficiary on Fouts' life insurance policy still being Fouts' ex-wife. The representative asked Miller if she would be the witness signer on the beneficiary paperwork that would remove Fouts' ex-wife and place his current wife as the beneficiary. At the time the representative asked Miller to witness the change, Fouts was in a coma and unable to sign any paperwork. Miller told the representative she would need to think about it. Miller felt uncomfortable that the representative asked her to witness the beneficiary change, because she knew Fouts was unable to sign any paperwork. Miller excused herself as the liaison to Fouts and turned over her responsibilities and notes to Captain Kilpatrick. Miller had no further information pertaining to the beneficiary change on Fouts' life insurance policy.

According to Miller, she was never approached by Captain Kilpatrick to help change the beneficiary paperwork and was unaware if Captain Kilpatrick did so.

SA Deardoff contacted Assistant Chief Proctor to obtain information about the insurance

Case Number: OR-14-0156	Serial #: 4
Author: Deardoff, Christopher Michael	Office: Brevard
Activity Start Date: 08/30/2018	Activity End Date:08/30/2018
Approved By: Kriegsman, Jason David	

Description: Interview of Carmen Miller

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Case Number	OR-14-0156
IR Number	4

company and representative used for Fouts' life insurance policy. Assistant Chief Proctor advised that the insurance company was Police and Firemen's Insurance Association and the representative was Michael Maples.

A copy of the audio recorded interview will be electronically maintained in the related items section of this case file under INV-3.



**FLORIDA DEPARTMENT OF LAW ENFORCEMENT  
INVESTIGATIVE REPORT**

On August 1, 2018, Special Agent (SA) Christopher Deardoff of the Florida Department of Law Enforcement (FDLE) was contacted by Assistant Chief William Proctor of the Port Orange Police Department (POPD). Assistant Chief Proctor wanted to discuss allegations that POPD Captain Kimberly Kilpatrick had forged the signature on former POPD Officer David Fouts' life insurance policy.

On August 15, 2018, SA Deardoff went to the POPD and met with Lieutenant Joseph Keith Swetz. During a sworn and audio recorded statement, SA Deardoff advised he was made aware that Lieutenant Swetz might have information pertaining to the changes in Fouts' life insurance policy. Lieutenant Swetz advised that at the time of Fouts' traffic accident, he and Captain Kilpatrick were involved in a romantic relationship and lived together. Lieutenant Swetz recalled Captain Kilpatrick being assigned as a liaison for Fouts while he was in a coma. At some point during Fouts' coma, Captain Kilpatrick mentioned to Lieutenant Swetz that the beneficiary on Fouts' life insurance policy was listed as Fouts' ex-wife. Lieutenant Swetz could not recall Captain Kilpatrick's exact wording, but advised she had also mentioned she was looking for a way to switch the beneficiary from Fouts' ex-wife to his current wife. This occurred around the time when it was believed that Fouts would pass away. According to Lieutenant Swetz, Captain Kilpatrick advised the beneficiary change would help Fouts' children if he passed away. Lieutenant Swetz and Captain Kilpatrick had no further discussions about the life insurance policy.

A copy of the audio recorded interview will be electronically maintained in the related items section of this case file under INV-4.

Case Number: OR-14-0156	Serial #: 5
Author: Deardoff, Christopher Michael	Office: Brevard
Activity Start Date: 08/30/2018	Activity End Date:08/30/2018
Approved By: Kriegsman, Jason David	

Description: Interview with Lt. Joseph Swetz

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**FLORIDA DEPARTMENT OF LAW ENFORCEMENT  
INVESTIGATIVE REPORT**

On August 1, 2018, Special Agent (SA) Christopher Deardoff of the Florida Department of Law Enforcement (FDLE) was contacted by Assistant Chief William Proctor of the Port Orange Police Department (POPD). Assistant Chief Proctor wanted to discuss allegations that POPD Captain Kimberly Kilpatrick had forged the signature on former POPD Officer David Fouts life insurance policy.

On August 15, 2018, SA Deardoff contacted Michael Maples via phone and asked if he was familiar with Fouts and his life insurance policy. Maples recalled Fouts' traffic accident and that he was the representative with Police and Firemen's Insurance Association that assisted with Fouts' policy. Maples agreed to meet with SA Deardoff to provide a statement.

On August 20, 2018, SA Deardoff met with Maples at the RaceTrack Gas Station, located at 4115 East State Road 46, Sanford, FL 32771. During a sworn audio recorded statement, Maples advised that he was the representative from Police and Firemen's Insurance Association that assisted with handling Fouts' life insurance policy. Maples advised that he did not recall dealing with Captain Kilpatrick in regards to Fouts' life insurance policy and was unsure if he had ever met her. Furthermore, Maples had never met Fouts or went to the hospital to see him when he was in a coma. SA Deardoff asked Maples if he was aware of any beneficiary changes to Fouts' policy. According to Maples he was contacted, via phone, by a person assisting Fouts who requested paperwork to change the beneficiary on Fouts' life insurance policy. Maples did not recall who he spoke with. Maples delivered the change of beneficiary paperwork to the POPD and left it with a receptionist. After a few days, Maples was given the change of beneficiary paperwork by Officer Andrew McKay of the POPD. Maples did not recall the changes made to the policy, but believed it was authorized by Fouts. Maples was unaware of the extent of Fouts' injuries and only heard that he was in and out of consciousness.

A copy of the audio recorded interview will be electronically maintained in the related items section of this case file under INV-5.

Case Number: OR-14-0156	Serial #: 6
Author: Deardoff, Christopher Michael	Office: Brevard
Activity Start Date: 08/30/2018	Activity End Date:08/30/2018
Approved By: Kriegsman, Jason David	

Description: Interview of Michael Maples

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**FLORIDA DEPARTMENT OF LAW ENFORCEMENT  
INVESTIGATIVE REPORT**

On August 1, 2018, Special Agent (SA) Christopher Deardoff of the Florida Department of Law Enforcement (FDLE) was contacted by Assistant Chief William Proctor of the Port Orange Police Department (POPD). Assistant Chief Proctor wanted to discuss allegations that POPD Captain Kimberly Kilpatrick had forged the signature on former POPD Officer David Fouts life insurance policy.

On September 10, 2018, SA Deardoff obtained a voluntary, sworn and recorded statement from David Fouts' daughter, Alexa Nicole Fouts. SA Deardoff advised Fouts of the allegations against Captain Kilpatrick. Fouts stated that Captain Kilpatrick did not forge the documentation pertaining to her father's life insurance policy. When Fouts' father was involved in the traffic accident, Fouts became responsible for all items and documents pertaining to her father's well-being. Fouts was aware that her father's life insurance policy included herself, her brother, and his ex-wife as beneficiaries. Due to Fouts' father's health declining as a result of the traffic accident, Fouts believed her father would pass away. Fouts decided to obtain Power of Attorney over her father and change the life insurance policy to remove her father's ex-wife as a beneficiary.

Fouts was unaware of how to complete the proper paperwork for a Power of Attorney and the life insurance policy beneficiary change. Fouts contacted Captain Kilpatrick, who was her father's liaison with the POPD, and requested her assistance locating the correct paperwork. Captain Kilpatrick assisted Fouts to obtain the correct forms from the Port Orange City Hall. After Captain Kilpatrick helped Fouts obtain the correct paperwork, she had no further involvement with the forms. Fouts advised that she completed the documentation herself and Captain Kilpatrick did not complete any of the forms.

Once Fouts completed the paperwork she presented them to her father, who agreed and signed. Fouts reiterated that Captain Kilpatrick did not have a role in the change of beneficiary paperwork for her father's life insurance.

SA Deardoff asked Fouts if she knew how the allegations against Captain Kilpatrick came to be. Fouts advised that she did not know, but was not surprised. According to Fouts, her father sustained a traumatic brain injury as a result of the traffic accident. This resulted in Fouts' father routinely making statements that were not true, loss of memory, and an inability to tell right from wrong. Fouts believed the allegations stemmed from a false statement provided by her father as opposed to any wrongdoing from Captain Kilpatrick.

Case Number: OR-14-0156	Serial #: 7
Author: Deardoff, Christopher Michael	Office: Brevard
Activity Start Date: 09/11/2018	Activity End Date:09/11/2018
Approved By: Kriegsman, Jason David	

Description: Interview of Alexa Fouts

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Case Number	OR-14-0156
IR Number	7

A copy of the audio recorded statement will be electronically maintained in the related items section of this case file under INV-6.



**FLORIDA DEPARTMENT OF LAW ENFORCEMENT  
INVESTIGATIVE REPORT**

On August 1, 2018, Special Agent (SA) Christopher Deardoff of the Florida Department of Law Enforcement (FDLE) was contacted by Assistant Chief William Proctor of the Port Orange Police Department (POPD). Assistant Chief Proctor wanted to discuss allegations that POPD Captain Kimberly Kilpatrick had forged the signature on former POPD Officer David Fouts life insurance policy.

On September 27, 2018, SA Deardoff and SA Lisa Gundrum obtained a voluntary, sworn and recorded statement at the Forhan Law Office located at 810 Fentress Court, Unit 150, Daytona Beach, Florida. Greg Thomas Forhan, Captain Kilpatrick's legal counsel, was present during the interview. Captain Kilpatrick advised the following: Captain Kilpatrick has been employed with the POPD for approximately twenty-two (22) years and is currently assigned as the supervisor over the Criminal Investigations Unit. SA Deardoff advised Captain Kilpatrick of the allegations against her that were brought to FDLE's attention. Captain Kilpatrick advised that she has known Fouts for many years and worked with him at the POPD. At the time of Fouts' traffic accident, Captain Kilpatrick was assigned as a liaison for him through the POPD. Captain Kilpatrick was in charge of organizing donation funds from charities to assist with Fouts' medical bills.

SA Deardoff questioned Captain Kilpatrick about Fouts' life insurance policy and the alleged changes made to the beneficiary paperwork. Captain Kilpatrick advised that she did not forge Fouts' signature and did not directly deal with any changes related to Fouts' policy. Captain Kilpatrick only assisted Fouts' daughter in obtaining the paperwork for a Power of Attorney for Fouts as well as the paperwork for changing the beneficiary. Captain Kilpatrick did not fill out any of the documentation and only instructed Fouts' daughter on how to obtain them.

A copy of the audio recorded interview will be electronically maintained in the related items section of this case file under INV-7.

Case Number: OR-14-0156	Serial #: 8
Author: Deardoff, Christopher Michael	Office: Brevard
Activity Start Date: 09/28/2018	Activity End Date:09/28/2018
Approved By: Kriegsman, Jason David	
Description: Interview of Captain Kimberly Kilpatrick	
<b><i>THIS REPORT IS INTENDED ONLY FOR THE USE OF THE AGENCY TO WHICH IT WAS DISSEMINATED AND MAY CONTAIN INFORMATION THAT IS EITHER PRIVILEGED OR CONFIDENTIAL AND EXEMPT FROM DISCLOSURE UNDER APPLICABLE LAW. ITS CONTENTS ARE NOT TO BE DISTRIBUTED OUTSIDE YOUR AGENCY.</i></b>	



**FLORIDA DEPARTMENT OF LAW ENFORCEMENT  
INVESTIGATIVE REPORT**

On August 1, 2018, Special Agent (SA) Christopher Deardoff of the Florida Department of Law Enforcement (FDLE) was contacted by Assistant Chief William Proctor of the Port Orange Police Department (POPD). Assistant Chief Proctor wanted to discuss allegations that POPD Captain Kimberly Kilpatrick had forged the signature on former POPD Officer David Fouts life insurance policy.

On September 27, 2018, SA Deardoff and SA Lisa Gundrum met with Fouts at his residence, located at . During a sworn and audio recorded statement, Fouts advised that has known Captain Kilpatrick for approximately ten years and they are good friends. SA Deardoff advised Fouts about the allegations brought against Captain Kilpatrick. Fouts advised that he had no knowledge of Captain Kilpatrick signing his name on any documentation. Fouts stated that his daughter had power of attorney over him while he was recovering in the hospital and she would have been the one to change the beneficiary paperwork for his life insurance policy. Fouts did not believe that Captain Kilpatrick would forge his signature.

A copy of the audio recorded interview will be electronically maintained in the related items section of this case file under INV-8.

Case Number: OR-14-0156	Serial #: 9
Author: Deardoff, Christopher Michael	Office: Brevard
Activity Start Date: 09/28/2018	Activity End Date:09/28/2018
Approved By: Kriegsman, Jason David	

Description: Interview of David Fouts

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**FLORIDA DEPARTMENT OF LAW ENFORCEMENT  
INVESTIGATIVE REPORT**

On August 1, 2018, Special Agent (SA) Christopher Deardoff of the Florida Department of Law Enforcement (FDLE) was contacted by Assistant Chief William Proctor of the Port Orange Police Department (POPD). Assistant Chief Proctor wanted to discuss allegations that POPD Captain Kimberly Kilpatrick had forged the signature on former POPD Officer David Fouts life insurance policy.

On September 19, 2018, SA Deardoff obtained a voluntary, sworn and recorded statement from Deborah Lannie at the POPD, located at 4545 S Clyde Morris Blvd, Port Orange, FL 32129. SA Deardoff informed Lannie of the allegations against Captain Kilpatrick and inquired as to any information she may have in regards to the allegations. Lannie advised that shortly after Fouts' accident, she was approached by former POPD Victim Advocate Carmen Lynn Miller. Lannie said that Miller advised that "they" wanted Miller to help change the beneficiary on Fouts' life insurance policy. At the time Miller was approached to assist in changing the life insurance policy, she was a Victim Advocate for the POPD. SA Deardoff asked Lannie if she could expand on who "they" were. Lannie did not know, because she did not ask Miller. Lannie advised Miller to request to be removed from anything having to do with Fouts and his recovery. Lannie was unsure if Miller requested to be removed from any situation having to do with Fouts.

SA Deardoff asked Lannie if she had ever heard Captain Kilpatrick discuss Fouts' life insurance policy. Lannie stated that while Fouts was recovering in the hospital, she saw Captain Kilpatrick and asked how Fouts was doing. Lannie knew that Captain Kilpatrick was acting a liaison for Fouts during his recovery. Captain Kilpatrick told Lannie that Fouts' ex-wife was still listed on his life insurance policy as a beneficiary. Captain Kilpatrick did not like that and wanted it changed. Lannie did not hear Captain Kilpatrick say anymore in regards to Fouts' life insurance policy. Captain Kilpatrick and Lannie did not discuss the matter ever again.

A copy of the audio recorded interview will be electronically maintained in the related items section of this case file under INV-9.

Case Number: OR-14-0156	Serial #: 10
Author: Deardoff, Christopher Michael	Office: Brevard
Activity Start Date: 10/01/2018	Activity End Date:10/01/2018
Approved By: Kriegsman, Jason David	

Description: Interview of Deborah Lannie

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**FLORIDA DEPARTMENT OF LAW ENFORCEMENT  
INVESTIGATIVE REPORT**

On August 1, 2018, Special Agent (SA) Christopher Deardoff of the Florida Department of Law Enforcement (FDLE) was contacted by Assistant Chief William Proctor of the Port Orange Police Department (POPD). Assistant Chief Proctor wanted to discuss allegations that POPD Captain Kimberly Kilpatrick had forged the signature on former POPD Officer David Fouts life insurance policy.

On October 2, 2018, SA Deardoff delivered the completed E-book packet to Chief Thomas Grimaldi and Assistant Chief Proctor of the POPD at the POPD, located at 4545 S Clyde Morris Blvd, Port Orange, FL 32129.

A copy of the Investigative Summary and the Case Delivery Receipt will be electronically maintained in the related items section of this case file under INV-10 and INV-11.

Case Number: OR-14-0156	Serial #: 11
Author: Deardoff, Christopher Michael	Office: Brevard
Activity Start Date: 10/03/2018	Activity End Date:10/03/2018
Approved By: Kriegsman, Jason David	

Description: Delivery of Case Packet

***THIS REPORT IS INTENDED ONLY FOR THE USE OF THE AGENCY TO WHICH IT WAS DISSEMINATED AND MAY CONTAIN INFORMATION THAT IS EITHER PRIVILEGED OR CONFIDENTIAL AND EXEMPT FROM DISCLOSURE UNDER APPLICABLE LAW. ITS CONTENTS ARE NOT TO BE DISTRIBUTED OUTSIDE YOUR AGENCY.***

# Florida Department of Law Enforcement

Case Number: OR-14-0156

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## Investigative Summary

### Public Integrity

Port Orange Police Department

Incident Date: August 1, 2018

Case Agent:  
Special Agent Chris Deardoff

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Subject:

Captain Kimberly Kilpatrick  
White/Female  
DOB: 06/01/1974

Witnesses:

Alexa Fouts  
White/female  
DOB: 01/12/1996

David Fouts  
White/Male  
DOB: 10/02/1970

## **INITIATION OF INVESTIGATION**

On August 1, 2018, Resident Agent in Charge (RAC) Jason Kriegsman of the Florida Department of Law Enforcement (FDLE) was contacted by Chief Thomas Grimaldi of the Port Orange Police Department (POPD). Chief Grimaldi requested for the FDLE to conduct an investigation into allegations that POPD Captain Kimberly Kilpatrick had forged the signature on former POPD Officer David Fouts' life insurance policy. RAC Kriegsman directed Special Agent (SA) Christopher Deardoff to conduct the investigation.

On July 25, 2018, Assistant Chief Proctor received a letter from the Florida Attorney General's Office, Office of Citizen Services. The letter was initially addressed to Officer Justin Eugene White with the POPD, who had sent a letter to their office. Officer White's letter was included. In the letter from Officer White to the Florida Attorney General's Office, Officer White requested the Florida Attorney General's Office open an investigation into Captain Kilpatrick. Officer White made allegations that Captain Kilpatrick forged beneficiary documents for the life insurance policy of a POPD Officer who was in a coma (Fouts). The Florida Attorney General's Office responded to Officer White and advised that he would need to bring the matter to the Internal Affairs unit of the POPD.

Assistant Chief Proctor provided further information that on April 23, 2016, Fouts and his wife Jennifer Marie Fouts were involved in a traffic accident which resulted in the death of Jennifer Fouts and left Fouts in a coma. When Fouts was involved in the traffic accident, he was assigned as a Detective with the POPD. While Fouts was in a coma Captain Kilpatrick was assigned as his liaison with fundraisers and other charitable donations to help pay the medical bills.

## **INTERVIEW OF OFFICER JUSTIN WHITE**

On August 2, 2018, SA Deardoff contacted POPD Officer Justin Eugene White, via phone, in regards to the letter he submitted to the Florida Attorney General's Office. In the letter, Officer White made allegations that Captain Kilpatrick forged life insurance policy paperwork pertaining to a former POPD Officer (Fouts). SA Deardoff requested that Officer White explain how he learned of these allegations. Officer White advised that after Officer Fouts was in a traffic accident, which left him in a coma, he spoke with POPD Evidence Technician Deborah Lannie about Officer Fouts and his condition. Lannie told Officer White that Captain Kilpatrick was assigned as Fouts' liaison for the life insurance company that Fouts had a policy through. At the time Fouts was in a coma, it was believed that he would pass away. It was discovered by Captain Kilpatrick that Fouts' life insurance policy listed his ex-wife as the beneficiary. Captain Kilpatrick wanted to change the beneficiary from Fouts' ex-wife to his current wife that passed away in the traffic accident. Had Fouts passed away, the funds from the payout of the policy would go to his children instead of his ex-wife. Captain Kilpatrick then met with a representative of the life insurance company in Fouts' hospital room, while Fouts' was in a coma. Captain Kilpatrick allegedly changed the beneficiary on Fouts' life insurance

policy. SA Deardoff asked Officer White how Lannie was made aware of this information. According to Officer White, Lannie received the information from a former POPD victim advocate Carmen Lynn Miller. Officer White had no direct information or evidence pertaining to the allegations against Captain Kilpatrick.

Officer White advised that he had also spoken with Lieutenant Joseph Keith Swetz of the POPD in regards to Captain Kilpatrick's involvement with the life insurance policy paperwork. According to Officer White, Lieutenant Swetz and Captain Kilpatrick were in a relationship at the time of Fouts' traffic accident. Officer White believed Lieutenant Swetz would have further information to provide.

On August 8, 2018, SA Deardoff met with Officer White at his residence and obtained a sworn, audio recorded, statement confirming the aforementioned information provided via phone.

#### **INTERVIEW CARMEN MILLER**

On August 3, 2018, SA Deardoff contacted former POPD victim advocate Carmen Lynn Miller via phone. SA Deardoff explained the allegations against Captain Kilpatrick. Miller advised she had knowledge of the situation and agreed to meet for an interview. On August 7, 2018, SA Deardoff met with Miller at her residence. During a sworn and audio recorded statement, Miller advised that she was working as a victim advocate for the POPD at the time of Fouts' traffic accident. Miller was assigned as a liaison, along with Captain Kilpatrick, between Fouts and his life insurance company. Miller also helped organize a Go Fund Me account, with the help of Captain Kilpatrick, as well as a bank account for donations towards Fouts and his family.

SA Deardoff informed Miller he received information that she had spoken with POPD Evidence Technician Deborah Lannie about Captain Kilpatrick forging Fouts' life insurance policy beneficiary paperwork. Miller advised she had never told Lannie that information. Miller did talk to Lannie about an issue with Fouts' life insurance policy paperwork. However, it was an issue with the representative from the life insurance company. Miller could not recall the name of the company or the representative. According to Miller the representative from the insurance company approached her about the beneficiary on Fouts' life insurance policy still being Fouts' ex-wife. The representative asked Miller if she would be the witness signer on the beneficiary paperwork that would remove Fouts' ex-wife and place his current wife as the beneficiary. At the time the representative asked Miller to witness the change, Fouts was in a coma and unable to sign any paperwork. Miller told the representative she would need to think about it. Miller felt uncomfortable that the representative asked her to witness the beneficiary change because she knew Fouts was unable to sign any paperwork. Miller excused herself as the liaison to Fouts and turned over her responsibilities and notes to Captain Kilpatrick. Miller had no further information pertaining to the beneficiary change on Fouts' life insurance policy.

According to Miller, she was never approached by Captain Kilpatrick to help change the beneficiary paperwork and was unaware if Captain Kilpatrick did so. SA Deardoff contacted Assistant Chief Proctor to obtain information about the insurance company and representative used for Fouts' life insurance policy. Assistant Chief Proctor advised that the insurance company was Police and Firemen's Insurance Association and the representative was Michael Maples.

#### **INTERVIEW OF LIEUTENANT JOSEPH SWETZ**

On August 15, 2018, SA Deardoff went to the POPD and met with Lieutenant Joseph Keith Swetz. During a sworn and audio recorded statement, SA Deardoff advised he was made aware that Lieutenant Swetz might have information pertaining to the changes in Fouts' life insurance policy. Lieutenant Swetz advised that at the time of Fouts' traffic accident, he and Captain Kilpatrick were involved in a romantic relationship and lived together. Lieutenant Swetz recalled Captain Kilpatrick being assigned as a liaison for Fouts while he was in a coma. At some point during Fouts' coma, Captain Kilpatrick mentioned to Lieutenant Swetz that the beneficiary on Fouts' life insurance policy was listed as Fouts' ex-wife. Lieutenant Swetz could not recall Captain Kilpatrick's exact wording but advised she had also mentioned she was looking for a way to switch the beneficiary from Fouts' ex-wife to his current wife. This occurred around the time when it was believed that Fouts would pass away. According to Lieutenant Swetz, Captain Kilpatrick advised the beneficiary change would help Fouts' children if he passed away. Lieutenant Swetz and Captain Kilpatrick had no further discussions about the life insurance policy.

#### **INTERVIEW OF MICHAEL MAPLES**

On August 15, 2018, SA Deardoff contacted Michael Maples via phone and asked if he was familiar with Fouts and his life insurance policy. Maples recalled Fouts' traffic accident and that he was the representative with Police and Firemen's Insurance Association that assisted with Fouts' policy. Maples agreed to meet with SA Deardoff to provide a statement.

On August 20, 2018, SA Deardoff met with Maples at the RaceTrack Gas Station, located at 4115 East State Road 46, Sanford, FL 32771. During a sworn audio recorded statement, Maples advised that he was the representative from Police and Firemen's Insurance Association that assisted with handling Fouts' life insurance policy. Maples advised that he did not recall dealing with Captain Kilpatrick in regards to Fouts' life insurance policy and was unsure if he had ever met her. Furthermore, Maples had never met Fouts or went to the hospital to see him when he was in a coma. SA Deardoff asked Maples if he was aware of any beneficiary changes to Fouts' policy. According to Maples, he was contacted, via phone, by a person assisting Fouts who requested paperwork to change the beneficiary on Fouts' life insurance policy. Maples did not recall who he spoke with. Maples delivered the change of beneficiary paperwork to the POPD and left it with a receptionist. After a few days, Maples was given the change of beneficiary paperwork by Officer Andrew McKay of the POPD. Maples did not recall the

changes made to the policy but believed it was authorized by Fouts. Maples was unaware of the extent of Fouts' injuries and only heard that he was in and out of consciousness.

#### **INTERVIEW OF ALEXA FOUTS**

On September 10, 2018, SA Deardoff obtained a voluntary, sworn and recorded statement from David Fouts' daughter, Alexa Nicole Fouts. SA Deardoff advised Fouts of the allegations against Captain Kilpatrick. Fouts stated that Captain Kilpatrick did not forge the documentation pertaining to her father's life insurance policy. When Fouts' father was involved in the traffic accident, Fouts became responsible for all items and documents pertaining to her father's well-being. Fouts was aware that her father's life insurance policy included herself, her brother, and his ex-wife as beneficiaries. Due to Fouts' father's health declining as a result of the traffic accident, Fouts believed her father would pass away. Fouts decided to obtain Power of Attorney over her father and change the life insurance policy to remove her father's ex-wife as a beneficiary.

Fouts was unaware of how to complete the proper paperwork for a Power of Attorney and the life insurance policy beneficiary change. Fouts contacted Captain Kilpatrick, who was her father's liaison with the POPD and requested her assistance locating the correct paperwork. Captain Kilpatrick assisted Fouts to obtain the correct forms from the Port Orange City Hall. After Captain Kilpatrick helped Fouts obtain the correct paperwork, she had no further involvement with the forms. Fouts advised that she completed the documentation herself and Captain Kilpatrick did not complete any of the forms.

Once Fouts completed the paperwork she presented them to her father, who agreed and signed. Fouts reiterated that Captain Kilpatrick did not have a role in the change of beneficiary paperwork for her father's life insurance. SA Deardoff asked Fouts if she knew how the allegations against Captain Kilpatrick came to be. Fouts advised that she did not know, but was not surprised. According to Fouts, her father sustained a traumatic brain injury as a result of the traffic accident. This resulted in Fouts' father routinely making statements that were not true, loss of memory, and an inability to tell right from wrong. Fouts believed the allegations stemmed from a false statement provided by her father as opposed to any wrongdoing from Captain Kilpatrick.

SA Deardoff asked Fouts if she could provide the documentation pertaining to the change of beneficiary to her father's life insurance policy. Fouts stated that she no longer has the paperwork.

## **INTERVIEW OF DEBORAH LANNIE**

On September 19, 2018, SA Deardoff obtained a voluntary, sworn and recorded statement from Deborah Lannie at the POPD, located at 4545 S Clyde Morris Blvd, Port Orange, FL 32129. SA Deardoff informed Lannie of the allegations against Captain Kilpatrick and inquired as to any information she may have in regards to the allegations. Lannie advised that shortly after Fouts' accident, she was approached by former POPD Victim Advocate Carmen Lynn Miller. Lannie said that Miller advised that "they" wanted Miller to help change the beneficiary on Fouts' life insurance policy. At the time Miller was approached to assist in changing the life insurance policy, she was a Victim Advocate for the POPD. SA Deardoff asked Lannie if she could expand on who "they" were. Lannie did not know, because she did not ask Miller. Lannie advised Miller to request to be removed from anything having to do with Fouts and his recovery. Lannie was unsure if Miller requested to be removed from any situation having to do with Fouts.

SA Deardoff asked Lannie if she had ever heard Captain Kilpatrick discuss Fouts' life insurance policy. Lannie stated that while Fouts was recovering in the hospital, she saw Captain Kilpatrick and asked how Fouts was doing. Lannie knew that Captain Kilpatrick was acting a liaison for Fouts during his recovery. Captain Kilpatrick told Lannie that Fouts' ex-wife was still listed on his life insurance policy as a beneficiary. Captain Kilpatrick did not like that and wanted it changed. Lannie did not hear Captain Kilpatrick say anymore in regards to Fouts' life insurance policy. Captain Kilpatrick and Lannie did not discuss the matter ever again.

## **INTERVIEW OF CAPTAIN KIMBERLY KILPATRICK**

On September 27, 2018, SA Deardoff and SA Lisa Gundrum obtained a voluntary, sworn and recorded statement at the Forhan Law Office located at 810 Fentress Court, Unit 150, Daytona Beach, Florida. Greg Thomas Forhan, Captain Kilpatrick's legal counsel, was present during the interview. Captain Kilpatrick advised the following: Captain Kilpatrick has been employed with the POPD for approximately twenty-two (22) years and is currently assigned as the supervisor over the Criminal Investigations Unit. SA Deardoff advised Captain Kilpatrick of the allegations against her that were brought to FDLE's attention. Captain Kilpatrick advised that she has known Fouts for many years and worked with him at the POPD. At the time of Fouts' traffic accident, Captain Kilpatrick was assigned as a liaison for him through the POPD. Captain Kilpatrick was in charge of organizing donation funds from charities to assist with Fouts' medical bills.

SA Deardoff questioned Captain Kilpatrick about Fouts' life insurance policy and the alleged changes made to the beneficiary paperwork. Captain Kilpatrick advised that she did not forge Fouts' signature and did not directly deal with any changes related to Fouts' policy. Captain Kilpatrick only assisted Fouts' daughter in obtaining the paperwork for a Power of Attorney for Fouts as well as the paperwork for changing the beneficiary. Captain Kilpatrick did not fill out any of the documentation and only instructed Fouts' daughter on how to obtain them.

**INTERVIEW OF DAVID FOUTS**

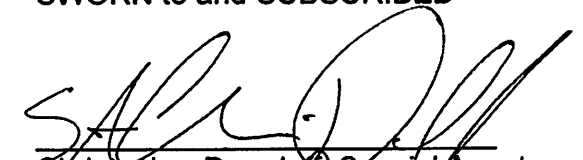
On September 27, 2018, SA Deardoff and SA Lisa Gundrum met with Fouts at his residence, located at 1429 Peachtree Road, Daytona Beach, Florida 32114. During a sworn and audio recorded statement, Fouts advised that has known Captain Kilpatrick for approximately ten years and they are good friends. SA Deardoff advised Fouts about the allegations brought against Captain Kilpatrick. Fouts advised that he had no knowledge of Captain Kilpatrick signing his name on any documentation. Fouts stated that his daughter had power of attorney over him while he was recovering in the hospital and she would have been the one to change the beneficiary paperwork for his life insurance policy. Fouts did not believe that Captain Kilpatrick would forge his signature. Fouts' memory was impaired due to the injuries sustained from the traffic crash and could not recall details pertaining to his life insurance policy.

**CONCLUSION**

FDLE has completed a comprehensive investigation into the criminal allegations against POPD Captain Kimberly Kilpatrick. The investigation did not produce evidence supporting the allegation that Captain Kilpatrick forged former POPD Officer David Fouts' signature. FDLE submits this investigative summary to the Port Orange Police Department.

SWORN to and SUBSCRIBED

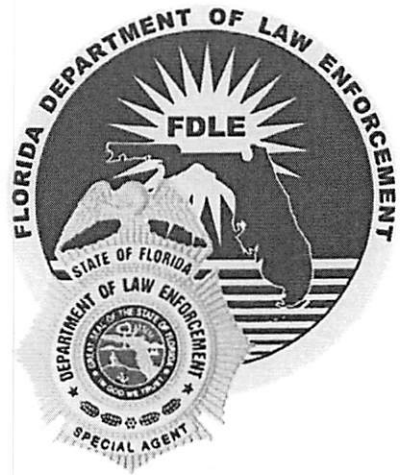
This 2 day of October 2018

  
\_\_\_\_\_  
Christopher Deardoff, Special Agent  
Florida Department of Law Enforcement  
319 Riveredge Blvd., Suite #214  
Cocoa, Florida 32922

  
\_\_\_\_\_  
(Notary Public or LEO)



# Florida Department of Law Enforcement Case Delivery Receipt



One copy of the electronic case file for Case# OR-14-0156 was delivered to the Port Orange Police Department in Port Orange, Florida by:

Special Agent: Christopher Deardoff  
Signature: *SA C. Deardoff*  
Date/Time Delivered: 10/2/18

And received by the following representative of such office:

Accepted by: Thomas Grimaldi  
Title: Chief of Police  
Signature: *Thomas Grimaldi* 10/2/18

Florida Department of Law Enforcement  
Orlando Regional Operations Center

500 West Robinson Street  
Orlando, Florida  
(407) 245-0801

**FLORIDA DEPARTMENT OF LAW ENFORCEMENT  
INVESTIGATIVE REPORT**

On August 1, 2018, Special Agent (SA) Christopher Deardoff of the Florida Department of Law Enforcement (FDLE) was contacted by Assistant Chief William Proctor of the Port Orange Police Department (POPD). Assistant Chief Proctor wanted to discuss allegations that POPD Captain Kimberly Kilpatrick had forged the signature on former POPD Officer David Fouts life insurance policy.

On February 5, 2019, Resident Agent in Charge (RAC) Jason Kriegsman provided a memorandum to SA Deardoff which was addressed to POPD Chief Thomas Grimaldi. The memorandum was submitted to Chief Grimaldi by POPD Officer Justin Eugene White. Officer White outlined in the memorandum that he and his wife, Cathleen White, had been assisting Fouts with collecting his personal documents. While assisting Fouts, Officer White and his wife believed they had noticed a potential criminal violation committed by Captain Kilpatrick. Also included with the memorandum were two life insurance policy change forms from the Police and Firemen's Insurance Association, which allegedly pertained to Fouts, as well as a durable power of attorney that was allegedly for Fouts.

The criminal violation pertained to alleged perjury committed by Captain Kilpatrick during a sworn interview with SA Deardoff on September 27, 2018. The memorandum stated that during the interview, Captain Kilpatrick advised that Fouts listed his ex-wife, Jennifer Marie Fouts, son, and daughter as the beneficiaries on a previous life insurance policy through Police and Firemen's Insurance Association. This was believed to be perjury, because the previous life insurance policy from Police and Firemen's Insurance Association listed Leslie A Fouts as the beneficiary. The memorandum included a copy of the previous life insurance policy, which listed Leslie Fouts as the beneficiary, and a copy of the newest life insurance policy, which listed Fouts' son and daughter as the beneficiaries.

The memorandum further advised that Captain Kilpatrick committed perjury during the September 27 interview with SA Deardoff by stating the Power of Attorney for Fouts was in place before the beneficiary change to Fouts' Police and Firemen's Insurance Association policy. This was believed to be perjury due to the beneficiary change allegedly occurring on May 6, 2016, while the Power of Attorney was allegedly completed on or around June 29, 2016. The memorandum included a copy of the Power of Attorney for Fouts, which listed his daughter as his "Agent".

A further claim of perjury in the memorandum stated that during the September 27 interview

Case Number: OR-14-0156	Serial #: 12
Author: Deardoff, Christopher Michael	Office: Brevard
Activity Start Date: 03/08/2019	Activity End Date:03/08/2019
Approved By: Kriegsman, Jason David	

Description:Memorandum Review

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Case Number	OR-14-0156
IR Number	12

with SA Deardoff, Captain Kilpatrick claimed Fouts could use his hands to signal and communicate at the time the beneficiary form was signed. However, he could not talk. This was believed to be perjury because according to the memorandum, Fouts' medical records showed him to be unresponsive during the timeframe the beneficiary form was signed.

A copy of the memorandum and its enclosures will be electronically maintained in the related items section of this case file under INV-12.

JAN 31 PM 3:40



PORT ORANGE POLICE DEPARTMENT



MEMORANDUM

TO: Chief Thomas Grimaldi

FROM: Justin E. White

DATE: 01/31/2019

FILE: JEW0119M.001

SUBJECT: Perjury/Untruthfulness

CARL JN

My wife has been assisting David Fouts with gathering his personal documents, when she noticed conflicting information. She expressed her concerns and reported her findings to me. Subsequently, I reviewed the information and noticed a potential criminal violation. Therefore, due to fear of retaliation, disparate treatment, being subject to Internal Investigation(s) or scheming to file criminal charges against me, I am reporting the following potential criminal and department policy violations committed by Captain Kimberly Kilpatrick or other parties:

- F.S. 837.02 – Perjury in official proceedings
- 26.1.121 Untruthfulness – Employees shall not knowingly make false or untrue statements except as authorized in the performance of duties and as necessary to maintain covert operations during investigation of criminal activities.
- 26.1.123 Perjury in an Official Proceeding – Employees shall not knowingly make false statements while under oath in any court, civil or criminal, in statements made to internal affairs investigators, notaries and persons taking depositions or other testimony or any other official proceeding as defined in FS 837.

According to the FDLE Investigation # OR-14-0156, Kilpatrick provided the following in a sworn statement:

- David Fouts had his own policy with Police and Firemen's Insurance Association, in which, he listed his ex-wife Jennifer Lynn Fouts, his daughter Alexa Fouts, and his son Kevin Fouts as his beneficiaries.
- Kilpatrick went with Alexa Fouts to Attorney Guardiano to obtain a Power of Attorney, so that Alexa Fouts could take the Beneficiary Change Form to the hospital to have David Fouts sign the form that authorized the changing of the following beneficiaries: *From* ex-wife Jennifer Lynn Fouts, daughter Alexa Fouts, and son Kevin Fouts to *only* Alexa Fouts and Kevin Fouts. She stated that the Power of Attorney was "pretty immediate."
- At the time that David Fouts allegedly signed the Beneficiary Change Form, he could not talk but he could "use his hands to signal."

The above statements conflict with the following pertinent documents relevant to this case:

According to the Police and Firemen's Insurance Association Policy Change Form, dated August 31, 2009, David Fouts lists a sole beneficiary of ex-wife Leslie A. Fouts, not ex-wife Jennifer Lynn Fouts, Alexa Fouts and Kevin Fouts, as Kilpatrick stated.

According to the Police and Firemen's Insurance Association Policy Change Form, dated May 6, 2016, Alexa Fouts and Kevin Fouts were added as beneficiaries and Leslie A. Fouts was removed.



PORT ORANGE POLICE DEPARTMENT



According to the Power of Attorney which was prepared, signed and acknowledged by a Notary Public on June 28, 2016 and/or June 29, 2016 (conflicting dates on document), her sworn statement belies that it was "pretty immediate" and in place prior to the changing of the beneficiary on May 6, 2016.

According to David Fouts' medical records, dated May 4, 2016, he remained in critical condition, was unresponsive, and it was not clear by the medical staff whether he would survive. His chance of meaningful recovery was '0' due to massive brain injuries. By May 12, 2016, Fouts was still unresponsive. This in contrary to Kilpatrick's statement that Fouts was "better than he was initially" and was "moving his hands to signal" when he signed the Policy Change Form on May 6, 2016.

I have attached the Power of Attorney prepared by Attorney Steven J. Gurardiano, which was confirmed to be the attorney that Kilpatrick met with during her elaborate explanation with FDLE. I have also attached both Policy Change Forms by Police and Firemen's Insurance Association, which were obtained directly from the Police and Firemen's Insurance Association and are confirmed by the insurance association to be the only two Policy Change Forms that were associated with any and all policies for David Fouts.

It is my understanding that neither FDLE nor the POPD requested or obtained these documents in their investigations. While the information contained within appears critical for the original investigation itself, the documents appear to now confirm both the original allegation as well as perjury/untruthfulness during said investigations(s).

I am reporting this to you in writing so that I adhere to department policy 26.1.139, and prevent future discipline. Additionally, I have not used any department resources or my status or privileges as a law enforcement officer to investigate or obtain any information. As I have outlined herein, as well as during the prior IA investigation, David Fouts (former POPD Police Officer) is a friend of my family and my wife has been assisting him with gathering information to help with his current hardship.

A hard copy of this memo and supporting documents will be hand delivered.

Respectfully,

Officer Justin White ID# 3708

Enclosures:  
2 Policy Change Forms  
Power of Attorney

SEP 08 2009



# POLICE AND FIREMEN'S INSURANCE ASSOCIATION

101 East 116th Street · Carmel, IN 46032 · 800-221-7342 · www.pfia1913.org

## POLICY CHANGE FORM

Do not send the policy with any of the following changes. Please, use black ink only.

All of the information within this box is required for processing.

Policy Number 1650162 Insured DAVID C. FOUTS Phone (386) 631 6086  
 Social Secu [scribble] SS 758 GREENLEAF SQ POST OVERSEAS FL 32127  
 City/State/Zip  
 Effective date for ALL changes 10/09

### Change of Beneficiary

Change beneficiary to: Leslie A Fouts Relationship WIFE  
 Relationship \_\_\_\_\_  
 Change contingent beneficiary to: \_\_\_\_\_ Relationship \_\_\_\_\_  
 Relationship \_\_\_\_\_

Said above change to become effective upon filing notice at the Home Office. Please attach the acknowledged copy of this endorsement to your policy. The right to change the beneficiary is reserved unto the Insured without the beneficiary's consent.

### Change of Billing

Reason for change See 10/09  
 Name [signature]  
 Address \_\_\_\_\_

### Change of Name

Reason for change\* \_\_\_\_\_  
 The correct name of the \_\_\_\_\_  
 Insured/Beneficiary/Owner  
 is: (please print) \_\_\_\_\_

\*Substantiate all changes, except those by marriage or divorce, by submitting attached hereto a copy of the court order or some other authentic record.

### Change in Mode of Premium Payment

Change mode of premium payment to:  Annual  Semi-Annual  Quarterly  Monthly  ACH

Signed at \_\_\_\_\_ this \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_

Witness \_\_\_\_\_ Signature of Owner \_\_\_\_\_

Owner Address \_\_\_\_\_ Social Security No. \_\_\_\_\_

City/State/Zip \_\_\_\_\_

Owner Phone \_\_\_\_\_

Signature of Witness \_\_\_\_\_

I hereby consent to the change above.

Signature of Beneficiary or Assigner  
(only necessary if beneficiary is irrevocable or there is an assignment)

**Miscellaneous Changes**

I hereby request the Association to change Policy No. \_\_\_\_\_ submitted herewith on the life of \_\_\_\_\_ (hereinafter referred to as the original policy) by reissue or endorsement as follows:

Plan to \_\_\_\_\_  Amount to \_\_\_\_\_  
 Rating to \_\_\_\_\_

Add Premium Waiver Disability Benefit\*

*\*Must be accompanied by a "Good Health Statement"*

Cancel Premium Waiver Disability Benefit

Date of birth to \_\_\_\_\_

*\*Must be substantiated by an authentic record, a birth certificate or baptismal record, submitted attached herewith.*

Increase Disability Rider to  \$400-800 or  \$600-1,200

Increase Accidental Death Benefit to \$50,000

Other changes \_\_\_\_\_

**It is understood and agreed as follows:**

1. That I am to pay to or receive from the Association the net amount required to effectuate the change.
2. That the application on which the original policy was issued, together with this application, shall form the basis of the changed policy hereby applied for.
3. If the change applied for requires the cancellation and reissue of the original policy, then
  - (a) I hereby offer to surrender the original policy with the understanding that the net cash value thereof (if any) is to be applied toward the payment of any amount due from me to effectuate such change. Any balance over and above such amount shall be paid to me.
  - (b) The Association will be liable on the changed policy from and after the approval of this application at its Home Office, but not prior to payment by me of such net amount as may be required to effectuate such change.
  - (c) All liability on the original policy shall cease at the same time that the Association's liability on the changed policy commences, unless the original policy cancels or expires before that time, in which event the Association's liability thereon shall not be extended nor shall liability on the changed policy be accelerated.
4. Any outstanding assignments of the original policy are to continue in effect as assignments of the changed policy.
5. The changed policy shall be payable to the same person or persons and in the same manner on record as of this date, unless change of beneficiary is requested on the reverse side hereof.

Signed at Port Orange, FL this 31 day of Aug, 2009

Signature of Witness

Mil. M. [Signature]  
Signature of Witness

Signature of Owner

[Signature] 8/31/09  
Signature of Owner

Signature of Beneficiary or Assignee

(only necessary if beneficiary is irrevocable or there is an assignment)



# POLICE AND FIREMEN'S INSURANCE ASSOCIATION

101 East 116th Street • Carmel, IN 46032 • 800-221-7342 • www.pfia1913.org

## POLICY CHANGE FORM

**\* PLEASE USE BLACK INK \***

Do not return policy unless you are surrendering the policy. Form must be completed and signed by the owner.

All of the information within this box is required for processing.

Policy Number 650142 Insured DAVID FOULS Phone 386-631  
 Address 458 Greenleaf Sq City Port Orange State FL Zip 32127  
 Social Security No NNNN Effective date for ALL changes 5/6/14  
 Email Address \_\_\_\_\_

### Change of Beneficiary

Change primary beneficiary to: Alexa Fouts Relationship Daughter  
 \_\_\_\_\_ Relationship \_\_\_\_\_  
 Change contingent beneficiary to: Kevin Fouts Relationship Son  
 \_\_\_\_\_ Relationship \_\_\_\_\_  
 Change irrevocable beneficiary to: \_\_\_\_\_ Relationship \_\_\_\_\_  
 \_\_\_\_\_ Relationship \_\_\_\_\_

Said above change to become effective upon filing notice at the Home Office. Please attach the acknowledged copy of this endorsement to your policy. The right to change the beneficiary is reserved to the Owner without the beneficiary's consent.

### Change of Billing

Reason for change MAY 11 2014  
 Name \_\_\_\_\_  
 Address \_\_\_\_\_

### Change of Name

Reason for change\* \_\_\_\_\_  
 Correct name of the  Insured  Beneficiary  Owner (please print) \_\_\_\_\_  
 \*Substantiate all changes, except those by marriage or divorce, by submitting attached hereto a copy of the court order or some other authentic record.

### Change in Mode of Premium Payment

Change mode of premium payment to:  Annual  Semi-Annual  Quarterly  Monthly  ACH

### Surrender of Policy

I surrender the policy for the net cash value in accordance with the provisions and conditions of the policy. I understand that all insurance ceases and I release the Association from any and all claims and demands which arise under this policy. In accordance with the terms of the policy, it is hereby agreed that any indebtedness thereon to the Association will be deducted from the cash value.  policy enclosed  unable to locate/policy lost

### Request for Duplicate Policy

I certify that the policy identified above has been lost or destroyed and I have no knowledge of its whereabouts. Please issue a duplicate policy. If at any time the original policy is found, the duplicate policy will be returned to the Association. I hereby release the Association from all liability under the original policy.

PHS 1

ACKNOWLEDGED

5/17/14

117-A-Films/Forms/PL35/0813



**Miscellaneous Changes**

I hereby request the Association to change Policy No. \_\_\_\_\_ submitted herewith on the life of \_\_\_\_\_ (hereinafter referred to as the original policy) by reissue or endorsement as follows:

- Cancel Premium Waiver Disability Benefit
- Date of birth to \_\_\_\_\_ (Must be substantiated by an authentic record, birth certificate or baptismal record, submitted herewith)
- Increase Disability Rider to  \$400-800  \$600-1,200
- Increase Accidental Death Benefit to  \$50,000  \$100,000
- Change Dividend Option to  Cash  Purchase Paid-Up Additions (if available)
  - Apply dividends to premiums (if available)  Accumulate at Interest (if available)
- Other changes \_\_\_\_\_

POS

**It is Understood and Agreed as Follows:**

MAY 15 2016

1. That I am to pay to or receive from the Association the net amount required to affect the change.
2. That the application on which the original policy was issued, together with this application, shall form the basis of the changed policy hereby applied for.
3. If the change applied for requires the cancellation and reissue of the original policy, then -
  - (a) I hereby offer to surrender the original policy with the understanding that the net cash value thereof (if any) is to be applied toward the payment of any amount due from me to affect such change. Any balance over and above such amount shall be paid to me.
  - (b) The Association will be liable on the changed policy from and after the approval of this application at its Home Office, but not prior to payment by me of such net amount as may be required to affect such change.
  - (c) All liability on the original policy shall cease at the same time that the Association's liability on the changed policy commences, unless the original policy cancels or expires before that time, in which event the Association's liability thereon shall not be extended nor shall liability on the changed policy be accelerated.
4. Any outstanding assignments of the original policy are to continue in effect as assignments of the changed policy.
5. The changed policy shall be payable to the same person or persons and in the same manner on record as of this date, unless change of beneficiary is requested on the reverse side hereof.
6. It is expressly represented and warranted that no other person, firm or corporation has any interest in said policy except the undersigned, and that no proceedings in insolvency or bankruptcy have been instituted or are pending against the undersigned.

Signed at Daytona, FL this 6<sup>th</sup> day of MAY 20 16

*[Signature]*  
Signature of Owner 1

Signature of Owner 2

*[Signature]*  
Signature of Witness

Signature of Irrevocable Beneficiary

**Must Complete Owner Information if DIFFERENT from the Insured**

Owner Name \_\_\_\_\_ SSN \_\_\_\_\_

Owner Address \_\_\_\_\_

Owner Phone \_\_\_\_\_

**FLORIDA DURABLE POWER OF ATTORNEY  
FOR DAVID CHRISTIAN FOUTS**

**KNOW ALL MEN BY THESE PRESENTS**

**THAT** I, David Christian Fouts of 458 Greenleaf Square, Port Orange, FL 32127, referred to herein as "Principal", designate my daughter, Alexa Nicole Fouts, to be my attorney-in-fact and agent (hereinafter called "Agent"). In the event that my daughter, Alexa Nicole Fouts, is unable or unwilling to act as my agent, then I designate my son, Kevin Tyler Fouts to be my agent.

**1. General Grant of Power.** I hereby grant to my agent full power and authority to exercise or perform any act, power, duty, right or obligation whatsoever that I now have or may hereafter acquire, relating to any person, matter, transaction or any interest in property owned by me, including, without limitation, my interest in all real property, including homestead real property; all personal property, tangible or intangible, all property held in any type of joint tenancy, including a tenancy in common, joint tenancy with right of survivorship, or a tenancy by the entirety; all property over which I hold a general, limited or special power of appointment; choses in action; and all other contractual or statutory rights or elections, including, but not limited to, any rights or elections in any probate or similar proceeding to which I am or may become entitled; all as to such property now owned or hereafter acquired by me.

Except as otherwise limited by applicable law, or by this durable power of attorney, my agent has full power and authority to perform, without prior court approval, everything necessary in exercising any of the powers herein granted as fully as I might or could do if personally present, with full power of substitution or revocation, and even though my attorney-in-fact may also be acting individually or on behalf of any other person or entity interested in the same matters. I hereby ratify and confirm that my agent shall lawfully have, by virtue of this durable power of attorney, the powers herein granted, including, but not limited to, the following:

a. To forgive, request, demand, sue for, recover, collect, receive, hold all such sums of money, debts, dues, commercial paper, checks, drafts, accounts, deposits, legacies, bequests, devises, notes, interests, stock certificates, bonds, dividends, certificates of deposit, annuities, pensions, profit sharing, retirement, social security, insurance and other contractual benefits and proceeds, all intangible and tangible

  
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property and property rights, and demands whatsoever, liquidated or unliquidated, now or hereafter owned by me, or due, owing, payable or belonging to me or in which I have or may hereafter acquire an interest.

b. To have, use, and take all lawful means and equitable and legal remedies and proceedings in my name for the collection and recovery of any property now or hereafter owned by me, and to adjust, sell, compromise, and agree for the same, and to execute and deliver for me, on my behalf, and in my name, all endorsements, releases, receipts, or other sufficient discharges for the same.

c. To acquire, purchase, invest, reinvest, exchange, grant options to sell, and sell and convey personal property, tangible or intangible, or interests therein, for such price and on such terms and conditions as my agent shall deem proper including, without limitation, stocks, bonds, warrants, debentures, commodities, precious metals, futures, currencies, and in domestic and foreign markets or investment funds, including common trust funds.

d. To execute stock powers or similar documents and to delegate to a transfer agent or similar person the authority to register any stocks, bonds, or other securities either into or out of my name or nominee's name.

e. To redeem bonds issued by the United States Government or any of its agencies or any other bonds; and to purchase bonds issued by the United States Government that can be redeemed at par in payment of federal estate taxes.

f. To acquire, purchase, exchange, grant options to sell, and sell and convey any and all of my real estate, lands, tenements, leases, leaseholds or other property partaking of the nature of real estate or any part or parcel thereof, which I now own or may hereafter acquire, or interests therein, including my homestead real property, at public or private sale, for such price and on such terms and conditions as my agent shall deem proper; to execute any and all documents necessary to effectuate same including, but not limited to, contracts, deeds, affidavits, bills of sale, assignments and closing statements; provided, however, that if I am married, my agent may not convey or dispose of my homestead property without joinder of my spouse or my spouse's legal guardian. Joinder by my spouse may be accomplished by the exercise of authority in a durable power of attorney executed by my joining agent, and either my spouse or I may appoint the other as attorney-in-fact and agent.

  
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g. To maintain, repair, improve, invest, manage, partition, insure, rent, lease, encumber, and in any manner deal with any real or personal property, tangible or intangible, or any interest therein, that I now own or may hereafter acquire, in my name and for my benefit, upon such terms and conditions as my agent shall deem proper; and to execute, acknowledge and deliver all instruments necessary to effectuate the foregoing.

h. To open and maintain savings, checking, money market and other accounts in my name or otherwise in any bank or financial institution or with any insurance or brokerage firm; to make, receive and endorse checks, drafts, or other commercial or mercantile instruments, deposit and withdraw funds, specifically including withdrawals from any savings account or savings and loan deposits; to acquire and redeem certificates of deposit and to utilize and manage such accounts; to deal generally in my behalf with any instrument for the payment of money in which I may have an interest; and to execute or release such deeds of trust or other security agreements as may be necessary or proper in the exercise of the rights and powers herein granted.

i. To borrow from time to time such sums of money upon such terms as my agent shall deem appropriate for, or in relation to, any of the purposes or objects described herein, upon the security of any of my property whether real or personal, or otherwise, and for such purposes to give, execute, deliver and acknowledge mortgages with such powers and provisions as my agent may think proper, and also such notes, bonds, or other instruments as may be necessary or proper in connection therewith; provided, however, that if I am married, my agent may not mortgage my homestead property without joinder of my spouse or my spouse's legal Guardian. Joinder by my agent may be accomplished by the exercise of authority in a durable power of attorney executed by my joining spouse, and either my spouse or I may appoint the other as attorney-in-fact and agent.

j. To apply for a Certificate of Title upon, and endorse and transfer title thereto, for any automobile, truck, pickup, van, motorcycle or other motor vehicle, and to represent in such transfer assignment that the title to said motor vehicle is free and clear of all liens and encumbrances except those specifically set forth in such transfer assignment.

k. To conduct or participate in any lawful business of whatever nature for me

  
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and in my name; execute partnership agreements and amendments thereto; incorporate, reorganize, merge, consolidate, recapitalize, sell, liquidate or dissolve any business; enter into voting trusts and other agreements or subscriptions; elect or employ officers, directors and agents; carry out the provisions of any agreement for the sale of any business interest or stock therein; and exercise voting rights with respect to stock, either in person or by proxy, and exercise stock options.

l. To make gifts to charitable organizations or to or in trust for my spouse or any descendant of mine in connection with estate, gift, generation-skipping transfer, income or other tax planning for me or to qualify me for any government assistance program, provided that no gift may be made (i) to my agent, other than for my agent's health and maintenance, or (ii) to discharge my agent's legal obligations.

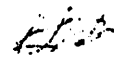
m. To consent to any gift and to utilize any gift-splitting provision or tax election; and to pay gift taxes, but only if in furtherance of my estate plan or of my desire to minimize taxes.

n. To transfer any or all assets of mine to any revocable trust created by me as to which trust I am, during my lifetime, a primary income or principal beneficiary.

o. To withdraw from any trust, whether revocable or irrevocable, in which I have a current beneficial interest, such amounts of the principal or accrued or collected but undistributed income of such trusts as I would be permitted to receive or withdraw, pursuant to any right of receipt or withdrawal contained in such trusts.

p. To make, execute and file any and all declarations, joint or separate returns, waivers, consents, claims and other instruments or forms (including, without limitation, IRS Form 2848 Power of Attorney and Petition of Appeal to the United States Tax Court) relating to Federal, State, municipal and other taxes or assessments, including income, transfer, property, excise and other taxes of whatever nature and whether imposed or required by any domestic or by any foreign authority, and in connection with any such taxes or assessments due or claimed or believed to be due from me or in respect of any property or rights which I may own or in which I may have any interest.

q. To represent me before any office of the Internal Revenue Service, state agency, or any other governmental or municipal body or authority of whatever nature, domestic or foreign, and to conduct and transact any case, claim or matter whatsoever



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in connection therewith; to receive confidential information regarding tax matters for all periods, whether before or after the execution of this instrument; and to make tax elections.

r. To have access at any time or times to any safe deposit box rented by me, wheresoever located, and to remove all or any part of the contents thereof, and to surrender or relinquish said safe deposit box, and any institution in which any such safe deposit box may be located shall not incur any liability to me or my estate as a result of permitting my agent to exercise this power.

s. To exercise any statutory rights or elections, including, but not limited to, any rights or elections in any probate or similar proceeding to which I am or may become entitled; to renounce or disclaim any interest otherwise passing to me by testate or intestate succession or by inter vivos transfer.

t. To employ as investment counsel, custodians, brokers, accountants, appraisers, attorneys at law or other agents, such persons, firms or organizations, including my said agent and any firm of which my said agent may be a member or employee, as deemed necessary or desirable; to pay such persons, firms or organizations such compensation as is deemed reasonable; and to determine whether or not to act upon the advice of any such agent without liability for acting or failing to act thereon.

**2. Interpretation and Governing Law.** This instrument is to be construed and interpreted as a general durable power of attorney. The enumeration of specific powers herein is not intended to, nor does it, limit or restrict the general powers herein granted to my agent. This instrument is executed and delivered in the State of Florida, and the laws of the State of Florida shall govern all questions as to the validity of this power and the construction of its provisions. However, it is my intention that this power of attorney shall be exercisable in any other state or jurisdiction where I may have any property or interests in property.

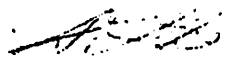
**3. Third Party Reliance.** Third parties may rely upon the representations of my agent as to all matters relating to any power granted to my agent, and no person who may act in reliance upon the representations of my agent shall incur any liability to me or to my estate, beneficiaries, or joint owners as a result of permitting my agent to exercise any power prior to receipt of written notice of revocation, suspension, notice of a petition to determine incapacity, partial or complete termination, or my death. Any

  
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third party may rely on a duly executed counterpart of this instrument, or a copy certified by my agent to be a true copy of the original hereof, as fully and completely as if such third party had received the original of this instrument.

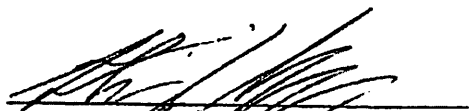
4. **Disability of Principal.** This durable power of attorney is not terminated by subsequent incapacity of the principal except as provided in Chapter 709, Florida Statutes.

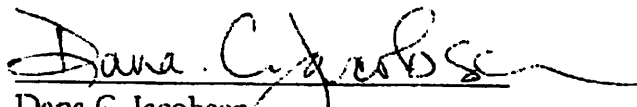
IN WITNESS WHEREOF, I have hereunto set my hand and seal on June 28<sup>th</sup>, 2016.



DAVID CHRISTIAN FOUTS

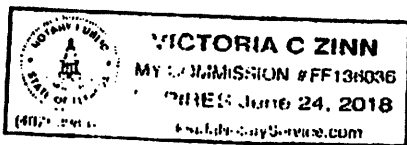
SEALED AND DELIVERED  
IN THE PRESENCE OF:

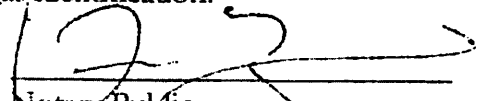
  
Steven J. Guardiano  
412 N. Wild Olive Avenue  
Daytona Beach, Florida 32118

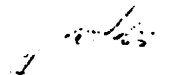
  
Dana C. Jacobsen  
6221 Yosemite Dr.  
Port Orange, FL 32127

STATE OF FLORIDA            )  
  )    ss.  
COUNTY OF VOLUSIA        )

The foregoing Durable Power of Attorney was acknowledged before me on June 28, 2016, by **DAVID CHRISTIAN FOUTS**, who has produced his Florida Driver's License number F220-1103-70-302-0 as identification.



  
Notary Public  
My Commission expires: June 24, 2018

  
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