



## PORT ORANGE POLICE DEPARTMENT

4545 CLYDE MORRIS BOULEVARD  
PORT ORANGE, FLORIDA 32129  
TELEPHONE (386) 506-5870  
FAX (386) 756-5311  
[www.port-orange.org](http://www.port-orange.org)

CHIEF THOMAS R. GRIMALDI

02/18/2019

Ofc. Justin White  
4545 Clyde Morris Blvd.  
Port Orange, FL 32129

Dear Ofc. White,

Your statement/complaint from 01/31/2019 regarding the alleged actions of Cpt. Kimberly Kilpatrick was received by me this date and is classified as an official internal affairs investigation IA2019-0003. I, Lieutenant Thomas Aiken, have been assigned to investigate this complaint as ordered by Chief Thomas R. Grimaldi.

I anticipate that the internal affairs portion of the investigation will be completed within sixty days from 02/18/2019. The entire administrative process from the date of receipt of the complaint to final disposition may take up to seventy-five days.

In the interest of maintaining the integrity of this investigation, I would ask for your cooperation by not discussing the specifics of this case with anyone, other than the chief investigator or your representative until the investigation has been concluded. Although there is no legal prohibition against this, such discussions could adversely affect the accuracy of our findings. Please be assured that our investigation will be thorough and timely.

I will be contacting you in the near future regarding this incident.

Sincerely,

A handwritten signature in black ink that reads "Thomas W. Aiken". The signature is fluid and cursive.

Lieutenant Thomas Aiken  
Port Orange Police Department  
(386) 506-5879



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CHIEF THOMAS R. GRIMALDI

June 17, 2019

Ofc. Justin White  
4545 Clyde Morris Blvd.  
Port Orange, FL 32129

Dear Officer White,

This agency received your statement/complaint from 01/31/2019 regarding the alleged actions of Captain Kimberly Kilpatrick. I, Lieutenant Thomas Aiken, was assigned to investigate your complaint against the officer. The complaint was classified as an internal affairs investigation by Chief Thomas R. Grimaldi and issued case number IA2019-0003.

The investigation focused on alleged policy violations:

1. 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.
2. 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.

After reviewing the specifics of the case, including interviews and recorded statements by the officers and civilians, the Chief of Police, Thomas R. Grimaldi, has determined the final disposition of your complaint to be Exonerated.

Please feel free to contact me if you have any questions.

Sincerely,

A handwritten signature in black ink that reads "Thomas W. Aiken".

Lieutenant Thomas Aiken  
Port Orange Police Department  
(386) 506-5879

**IA Package Receipt**

**IA Tracking #: IA2019-0003**

**Date: 5/23/19**

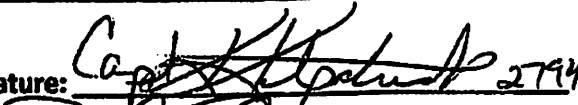
**Investigator: Lt. Thomas Aiken**

**Officer: Cpt. Kilpatrick**

**Information provided on thumb drive:**

**(v) or N/A**

	FDLE E-Book OR 14-0156_05-21-2019
	Audio - 11 recorded interviews

**Officer Signature:**  2794

**Date:** 5/23/19

**Investigator:** 

**Date:** 5/23/19

**Lieutenant Thomas Aiken #3302**

Port Orange Police Department  
INTERNAL AFFAIRS INVESTIGATION IA2019-0003

Complainant: Chief Thomas Grimaldi

Employee: Captain Kimberly Kilpatrick

Investigator: Lieutenant Thomas Aiken

**Summary of Allegations**

On Thursday 01/31/19, Officer Justin White dropped off a memorandum for Chief Thomas Grimaldi with Senior Administrative Assistant Beth Unruh who immediately time stamped it at 15:40hrs. The memorandum alleged that Captain Kimberly Kilpatrick was untruthful and committed perjury during the previous FDLE investigation regarding an allegation that she forged insurance documents related to now former POPD Officer David Fouts. Officer White also included copies of Police and Firemen's Insurance Association Policy Change Forms, as well as a copy of a Power of Attorney for David Fouts.

1. **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.
2. **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.

**Investigation Narrative**

**Review of PFIA Policy Change Forms**

A review of the documents provided by Officer Justin White revealed there were two separate policy change forms submitted for this case.

- The first form showed a "Change of Beneficiary" to Leslie A. Fouts as the primary beneficiary, with the change to be effective in October 2009. This policy change form was signed on 08/31/09
- The second form showed a "Change of Beneficiary" to [REDACTED] as the primary beneficiary and [REDACTED] as the contingent beneficiary, with the

Port Orange Police Department  
INTERNAL AFFAIRS INVESTIGATION IA2019-0003

change to be effective 05/06/16. This policy change form was signed 05/06/16.

**Review of Florida Durable Power of Attorney**

A review of the Florida Durable Power of Attorney for David Christian Fouts was conducted and revealed that David Fouts named his daughter, [REDACTED] to be his attorney-in-fact and agent. If [REDACTED] was unable or unwilling to act as his agent, David Fouts designated his son, [REDACTED] to be his agent.

The document was signed on 06/29/16 by David Christian Fouts in the presence of his attorney, Steven J. Guardiano, and Dana C. Jacobsen of 6221 Yosemite Dr., Port Orange, FL. The document was notarized by Notary Public Victoria C. Zinn, commission #FF136036.

**Halifax Health – Safety and Security**

On 03/11/19, Special Agent Chris Deardoff met with Chief Darrell Richey of Halifax Health Safety and Security at Halifax Hospital, located at 303 N. Clyde Morris Blvd., Daytona Beach, FL 32114. Halifax Health was the hospital where David Fouts was being initially treated following his traffic crash.

SA Deardoff asked if Chief Richey could access the visitor logs from 05/06/16, which was the date David Fouts' PFA policy change form was signed. Chief Richey accessed the hospital's visitor log system and reviewed who visited David Fouts on that date. Chief Richey stated that Captain Kimberly Kilpatrick was not listed in the log as visiting David Fouts on 05/06/16.

**Summary of Interviews Conducted by FDLE**

**Interview: Steven Guardiano**

On 02/27/19, Special Agent Chris Deardoff conducted a sworn recorded interview with Attorney Steven Guardiano at Atty. Guardiano's office, located at 412 N. Wild Olive Avenue, Daytona Beach, FL 32118. The following is a synopsis of that interview:

Atty. Guardiano was the attorney who completed the Power of Attorney for David Fouts following his traffic crash in April 2016. Atty. Guardiano stated that

Port Orange Police Department  
INTERNAL AFFAIRS INVESTIGATION IA2019-0003

he was contacted by [REDACTED] about obtaining guardianship of her father, due to the condition he was in from the crash. Atty. Guardiano stated that he met with [REDACTED] sometime in May 2016 and recalled that she brought Captain Kimberly Kilpatrick with her to the meeting. Atty. Guardiano stated that he explained the guardianship process, then explained to [REDACTED] that a Power of Attorney would be a better alternative in this situation. Atty. Guardiano stated that he did not recall Captain Kilpatrick saying or interjecting anything he would have viewed as being inappropriate or nefarious in nature regarding the Power of Attorney, adding that Captain Kilpatrick's presence there seemed to be that of an associate or family friend of [REDACTED]

Atty. Guardiano reviewed the copy of the Power of Attorney provided by Officer Justin White and confirmed that it was an accurate copy of the original. Atty. Guardiano stated the documents were signed either at Halifax Hospital or Ormond Rehab, but did not recall if Captain Kilpatrick was present when the Power of Attorney was signed. Atty. Guardiano stated that he attempted to meet with David Fouts about a month prior to when the document was signed, but Atty. Guardiano did not feel comfortable having David Fouts sign the documents at that time, due to his condition. Atty. Guardiano stated he delayed the completion of the Power of Attorney until he felt David Fouts would have been able to understand the documents he was signing.

Interview: [REDACTED]

On 03/01/19, Special Agent Chris Deardoff and Special Agent Mark Mynheir conducted a sworn recorded interview with [REDACTED] at the office of Attorney Michael H. Lambert, located at 428 N. Halifax Avenue, Daytona Beach, FL 32114. The following is a synopsis of that interview:

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

Port Orange Police Department  
INTERNAL AFFAIRS INVESTIGATION IA2019-0003

As their friendship grew, [REDACTED] began to hear things from Fouts that made her feel concerned for his wellbeing. Fouts mentioned to [REDACTED] how Captain Kilpatrick and his daughter, [REDACTED], had taken his money and belongings. However, the house he was living in was left in his name. [REDACTED] 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, [REDACTED] as his Power of Attorney. [REDACTED] was able to assist Fouts in discovering that his house was not in his name.

Additional concerns that [REDACTED] had for Fouts was that his son, [REDACTED] was not providing adequate care for him. [REDACTED] was living with David Fouts, but was not attending to the care and wellbeing of the residence or to the personal hygiene of David. [REDACTED] was receiving David's pension and social security payouts directly. [REDACTED] 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. [REDACTED] 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 2018, [REDACTED] accompanied Fouts to the POPD to meet with a Victim Advocate to inquire about guardianship for Fouts. Several days after the meeting, [REDACTED] 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. [REDACTED] provided a copy of the email.

[REDACTED] then went into concerns about the original Power of Attorney which placed [REDACTED] as Fouts' agent. [REDACTED] obtained a copy of the Power of Attorney and noticed that it was signed on June 29, 2016, but notarized on June 28, 2016. [REDACTED] 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. [REDACTED] showed Fouts the documents and Fouts advised it was not his signature on them. [REDACTED] also mentioned that per F.S.S. 709.2202 the Power of Attorney [REDACTED] had did not grant her permission to change or alter beneficiary designations.

Port Orange Police Department  
INTERNAL AFFAIRS INVESTIGATION IA2019-0003

██████████ provided a copy of the Power of Attorney as well as F.S.S. 709.2202.

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

██████████ 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. ██████████ advised she conducted an internet-based search on the criteria and learned that receiving 4 points on the Glasgow Coma Scale meant Fouts was in a coma and his ability to communicate would have been limited. ██████████ 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. ██████████ provided copies of both sets of medical documents.

Another concern of ██████████ 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



Port Orange Police Department  
INTERNAL AFFAIRS INVESTIGATION IA2019-0003

which listed details about the policy and the traffic accident. [REDACTED] 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 [REDACTED] advised was unlikely due to the condition he was in. [REDACTED] provided a copy of the letter from the Police and Firemen's Insurance Association.

[REDACTED] 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. [REDACTED] also stated that Fouts could not recall receiving the funds from the check. [REDACTED] provided a copy of the deposited check.

Interview: Officer Justin White

On 03/01/19, Special Agent Chris Deardoff and Special Agent Mark Mynheir conducted a sworn recorded interview with Officer Justin White at the office of Attorney Michael H Lambert, located at 428 N Halifax Avenue, Daytona Beach, FL 32114. The following is a synopsis of that interview:

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 to 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, [REDACTED] 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

Port Orange Police Department  
INTERNAL AFFAIRS INVESTIGATION IA2019-0003

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 06/29/16, and Fouts' traffic accident was on or around 04/24/16. 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 [REDACTED] signature on the documents and not Fouts'. This was because [REDACTED] 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 regarding 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.

**Interview: Captain Kimberly Kilpatrick**

On 03/11/19, Special Agent Chris Deardoff and Special Agent Mark Mynheir conducted a sworn recorded interview with Captain Kilpatrick at the office of attorney Greg Thomas Forhan, located at 810 Fentress Court, Daytona Beach, FL 32114. The following is a synopsis of that interview:

SA Deardoff asked Captain Kilpatrick if she recalled the initial interview

Port Orange Police Department  
INTERNAL AFFAIRS INVESTIGATION IA2019-0003

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, [REDACTED] met with Attorney Steve Guardiano to discuss the process for [REDACTED] to be her father's Power of Attorney. The meeting with Guardiano and [REDACTED] 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.

Port Orange Police Department  
INTERNAL AFFAIRS INVESTIGATION IA2019-0003

**Summary of Evidence**

- PIA Change of Policy forms
- Florida Durable Power of Attorney for David Christian Fouts.
- FDLE Investigation, Case #OR-14-0156, with attachments.

**Investigative Summary**

On 01/31/19, Officer Justin White dropped off a hard copy of memorandum JEW0119M.001 with Senior Administrative Assistant Beth Unruh. The memo made allegations that Captain Kilpatrick was untruthful during her prior interviews with FDLE, thereby committing perjury in an official proceeding.

Chief Grimaldi informed FDLE Supervisory Agent Jason Kriegsman of the new allegations in a phone call on 02/04/19, and met with SSA Kriegsman on 02/06/19 in the Chief's conference room at the POPD.

FDLE Special Agent Chris Deardoff, who conducted the initial investigation in August 2018, conducted the investigation into the new allegations made by Officer Justin White.

SA Deardoff incorporated interviews from the first investigation into this one, but conducted second interviews with Officer Justin White and Captain Kilpatrick. He additionally interviewed [REDACTED] the wife of Officer Justin White, and Atty. Steven Guardiano.

Atty. Guardiano was interviewed by SA Deardoff on 03/01/19 at Guardiano's office.

During his interview, Atty. Steven Guardiano stated that he was contacted by [REDACTED] who was seeking counsel regarding obtaining guardianship of her father, David Fouts.

Atty. Guardiano stated that he met with [REDACTED] sometime in May 2016, at which time he explained the guardianship process, then advised that a Power of Attorney (POA) would be better suited in the current situation.

Atty. Guardiano stated that [REDACTED] was accompanied by Captain Kilpatrick, but that he did not recall Captain Kilpatrick saying or interjecting anything

Port Orange Police Department  
INTERNAL AFFAIRS INVESTIGATION IA2019-0003

inappropriate or nefarious regarding the POA. Captain Kilpatrick appeared to be there solely as a friend of the family for [REDACTED]

Atty. Guardiano confirmed that the copy of the POA submitted by Officer White with his memorandum was an accurate copy of the original.

Atty. Guardiano stated that the POA was signed by David Fouts on 06/29/16 in the presence of him (Guardiano) and two other witnesses. He further stated it was signed either at Halifax Hospital or Ormond Rehab.

Atty. Guardiano did not recall if Captain Kilpatrick was present when the POA was signed by David Fouts.

Atty. Guardiano stated that he attempted to meet with David Fouts about a month earlier, but he wasn't comfortable with David signing the documents due to David's condition. Atty. Guardiano delayed having David Fouts sign the documents until such time as he felt David would be able to understand what he was signing.

[REDACTED] was interview on 03/01/19 by SA Deardoff and SA Mynheir at Atty. Michael Lambert's office.

[REDACTED] stated she first met David Fouts around February 2018, after an unnamed POPD officer expressed concern for Fouts' wellbeing to her as the president of a support group for POPD officers.

After spending more time with him, David Fouts began to say to her that Captain Kilpatrick and his daughter, [REDACTED] had taken his money and belongings.

[REDACTED] assisted David Fouts in finding paperwork at his home regarding his POA. [REDACTED] was able to find the Revocation of the POA, which removed [REDACTED] as the POA.

[REDACTED] expressed a concern to SA Deardoff that [REDACTED] may have been mismanaging David's pension and Social Security income, based on her own review of David's bank records.

[REDACTED] accompanied David Fouts to the POPD around June or July 2018 to meet with a Victim Advocate regarding guardianship for David. Several days later [REDACTED] received an email from POPD VA Lorelei Henderson advising that Captain Kilpatrick has been assisting David Fouts, and that they can contact her with any questions.

Port Orange Police Department  
INTERNAL AFFAIRS INVESTIGATION IA2019-0003

██████████ said that was when Officer White met with Lt. Swetz regarding the initial allegations of forgery that were brought to the attention of FDLE in August 2018.

██████████ raised concerns over the date the POA was signed and that the POA did not grant her permission to change any beneficiary designations.

██████████ raised concerns about the signing of the PFIA policy change form, stating that David Fouts told her it was not his signature.

██████████ did her own internet-based research on the criteria of the Glasgow Coma Scale, and came to the conclusion that David Fouts would have been in a coma and unable to communicate when listed at a 4 on that scale.

██████████ raised concern about whether David Fouts would have been able to sign the PFIA death benefits check, which she said was received by the PFIA Claims Dept. on 05/05/16.

Officer White's interview for this case was conducted by SA Deardoff and SA Mynheir on 03/01/19 at Atty. Michael Lambert's office.

Officer White stated he felt there were inconsistencies in Captain Kilpatrick's previous statements, namely that the POA for David Fouts was done "pretty immediate" after the crash.

Officer White stated another inconsistency was that Captain Kilpatrick said the POA was completed prior to the PFIA policy change form being completed. He claimed that if that were the case, then ██████████ signature should then be seen on the PFIA form instead of David Fouts' signature.

Officer White also felt that Captain Kilpatrick was inconsistent by saying that the names of ██████████ and Jennifer Lynn Fouts were listed as beneficiaries prior to the change.

Officer White stated that most of the gathering of this documentation was done by his wife, ██████████, and David Fouts.

Officer White denied that he brought the initial allegation forward due to union differences, and that he did it because he felt it was the right thing to do.

Captain Kimberly Kilpatrick's interview for this case was conducted by SA Deardoff and SA Mynheir on 03/11/19 at the office of Atty. Greg Forhan.

**Port Orange Police Department  
INTERNAL AFFAIRS INVESTIGATION IA2019-0003**

Captain Kilpatrick did not recall reviewing the PFIA insurance documents and stated that she received the information third-hand from a PFIA representative.

Captain Kilpatrick was asked to clarify what she meant by her previous statement of "pretty immediate" with relation to the timing of Fouts' crash and the POA being obtained. Captain Kilpatrick stated that she and [REDACTED] met with Atty. Guardiano two or three weeks after the crash occurred to discuss the process.

Captain Kilpatrick stated that meeting with [REDACTED] and Atty. Guardiano was her only involvement in the POA process.

SA Deardoff asked Captain Kilpatrick to clarify her previous statements regarding David Fouts' ability to move his hands and sign to people.

Captain Kilpatrick stated that, on several occasions while during his hospital stay, she observed David Fouts move his hands or squeeze [REDACTED] hand in response to questions of a yes/no nature.

Captain Kilpatrick stated that, for the most part, she checked in with hospital staff when visiting David Fouts at the hospital, and was issued a visitor's pass on occasion.

Captain Kilpatrick was shown the PFIA policy change form, said she did not sign it as a witness, that the signature is not hers, and that she didn't recognize the signature.

SA Deardoff met with Darrell Richey, Chief of Safety and Security for Halifax Hospital, to check visitor logs from 05/06/16. Captain Kilpatrick was not listed on any logs as visiting David Fouts that day, which was when it was alleged that she witnessed the PFIA policy change form being signed.

The FDLE investigation was reviewed by Robin L. Hutcheson, Assistant State Attorney for the Seventh Judicial Circuit.

ASA Robin Hutcheson wrote that there is evidence to show that Captain Kilpatrick was not present when the PFIA document was filed, and therefore insufficient evidence to go forward with a charge of forgery.

ASA Robin Hutcheson pointed out that in order to sustain a perjury charge, the statute requires that the person making the statement believe it to be untrue and that it be of a material fact.

Port Orange Police Department  
INTERNAL AFFAIRS INVESTIGATION IA2019-0003

ASA Robin Hutcheson wrote that her review of the statements made by Captain Kilpatrick revealed Captain Kilpatrick believed her statements to be true. Robin Hutcheson also noted that the statements in question were not in relation to a material fact.

ASA Robin Hutcheson concluded, after reviewing the interviews, documents, and elements of Florida Statute, that there was insufficient evidence to show that Captain Kilpatrick committed perjury.

No additional interviews were needed to be conducted by me, Lieutenant Thomas Aiken, for this IA investigation.

**Disposition**

1. **26.1.121 Untruthfulness – It is alleged that Captain Kilpatrick was untruthful during the prior FDLE investigation from August 2018.**  
**Exonerated**

This investigation has revealed that Captain Kimberly Kilpatrick provided information to FDLE Special Agent Chris Deardoff during the previous FDLE investigation, from August 2018, in a manner that was truthful and as complete as possible. The interviews of Atty. Guardiano and [REDACTED] by SA Deardoff confirmed that Captain Kilpatrick's version of what occurred was truthful and accurate, and verified statements previously made by her. The inconsistencies mentioned by Officer White in his memorandum were clarified by the parties involved. Captain Kilpatrick was found to have been truthful in her answers to FDLE.

2. **26.1.123 Perjury in an Official Proceeding – It is alleged that Captain Kilpatrick committed perjury by knowingly making false statements while under oath during the prior FDLE investigation of August 2018.**  
**Exonerated**

As noted in the first allegation, Captain Kilpatrick's statements made while under oath during the previous FDLE investigation, from August 2018, have been revealed to be truthful and accurate. The inconsistencies mentioned by Officer White in his memorandum were clarified by the parties involved, with the phrase "pretty immediate" being deemed by ASA Robin Hutcheson as open to interpretation as to time. This investigation revealed that Captain Kilpatrick did not commit perjury while under oath during an official proceeding.






PORT ORANGE POLICE DEPARTMENT



MEMORANDUM

TO: Files  
FROM: Chief Thomas Grimaldi   
DATE: February 7, 2019  
SUBJECT: Internal Complaint by Officer White- Notes

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**01/31/19**

At approximately 1536 hours, I received an email copy of this complaint, and a hard copy was left with Admin. Asst. Unruh at approximately the same time. After reviewing the complaint, I called FDLE Supervisory Agent Jason Kriegsman at 1654 hours to discuss the complaint and request the assistance of FDLE in the criminal investigation due to the allegations and that agency's knowledge of a similar past complaint against Capt. Kilpatrick by Officer White. Kriegsman was out of state and texted me that he would be back in Florida on Monday, at which time we can further discuss the issue.

**02/01/19**

Lt. Aiken was directed to open an internal complaint against Capt. Kilpatrick by Officer White.

**02/04/19**

On Monday February 4, 2019, Kriegsman and I spoke on the phone and will be meeting on Wednesday February 6, 2019 to present the complaint to him.

**02/06/19**

FDLE Supervisory Agent Jason Kriegsman, Asst. Chief Bill Proctor, and I met in my conference room at approximately 0900 hours. SSA Kriegsman was provided a copy of Officer White's allegations against Capt. Kilpatrick, which references the investigation that FDLE conducted in the summer of 2018 in which Officer White accused Capt. Kilpatrick of forging documents related to Det. David Fouts (ret.) insurance policy. SSA Kriegsman stated that he would review Officer White's new allegations against Capt. Kilpatrick and will likely interview Officer White. I informed SSA Kriegsman that at this time, based on the totality of what is currently known, I do not believe there is any evidence of the allegations which would cause me to place Capt. Kilpatrick on administrative leave. However, I requested that, if, during his investigation he finds any evidence to suggest Officer White's allegations are accurate, to let me know immediately so that I can take appropriate administrative actions. He agreed.

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

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 [REDACTED] and his son [REDACTED] as his beneficiaries.
- Kilpatrick went with [REDACTED] to Attorney Guardiano to obtain a Power of Attorney, so that [REDACTED] 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 [REDACTED] and son [REDACTED] *to only* [REDACTED]. 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, [REDACTED] and [REDACTED] as Kilpatrick stated.

According to the Police and Firemen's Insurance Association Policy Change Form, dated May 6, 2016, [REDACTED] and [REDACTED] 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

**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, [REDACTED] to be my attorney-in-fact and agent (hereinafter called "Agent"). In the event that my daughter, [REDACTED] is unable or unwilling to act as my agent, then I designate my son, [REDACTED] 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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Initials

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.

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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Initials

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.

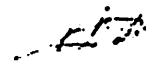
m. To consent to any gift and to utilize any gift-splitting provision or tax election; and to pay gift taxes, but only if in furtherance of my estate plan or of my desire to minimize taxes.

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



Initials

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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Initials



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>2016</sup>, 2016.

*[Handwritten signature]*

\_\_\_\_\_  
DAVID CHRISTIAN FOUTS

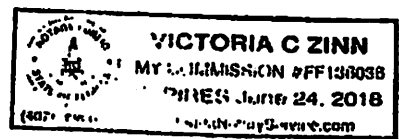
SEALED AND DELIVERED  
IN THE PRESENCE OF:

*[Handwritten signature]*  
\_\_\_\_\_  
Steven J. Guardiano  
412 N. Wild Olive Avenue  
Daytona Beach, Florida 32118

*[Handwritten signature]*  
\_\_\_\_\_  
Dana C. Jacobsen  
6221 Yosemite Dr.  
Port Orange, FL 32127

STATE OF FLORIDA            )  
  )    ss.  
COUNTY OF VOLUNSLA    )

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 F300-103-70-302-0 as identification.



*[Handwritten signature]*  
\_\_\_\_\_  
Notary Public  
My Commission expires: June 24, 2018

*[Handwritten initials]*  
\_\_\_\_\_  
Initials

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 650162 Insured David C. Fouts Phone (384) 631 6086  
 Social Secu WANN ess 758 Greenleaf SQ Port Charlotte 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 SEP 8 2009  
 Name DR 10/109 PE  
 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  ACI

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

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

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

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

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

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

Social Security No. \_\_\_\_\_

I hereby consent to the change above.

Signature of Beneficiary or Assignee  
(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 Plant Orange, FL this 31 day of Aug 2009

Signature of Witness

Signature of Witness

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 650162 Insured DAVID FORTS Phone 386-631

Address 458 Greenleaf Sq City Port Orange State FL Zip 32127

Social Security No NNNNN Effective date for ALL changes 5/6/16

Email Address \_\_\_\_\_

**Change of Beneficiary**

Change primary beneficiary to: \_\_\_\_\_ Relationship Daughter

Change contingent beneficiary to: \_\_\_\_\_ Relationship Son

Change irrevocable beneficiary to: \_\_\_\_\_ 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**

Name \_\_\_\_\_ Reason for change \_\_\_\_\_

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.

PFS 1

ACKNOWLEDGED

5/17/16

File/Forms/POS/0515

**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 10 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, 2016

\_\_\_\_\_  
Signature of Owner 1

\_\_\_\_\_  
Signature of Owner 2

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

\_\_\_\_\_  
Signature of Irrevocable Beneficiary

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

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

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

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



**PORT ORANGE POLICE DEPARTMENT**

*Chief of Police Thomas R. Grimaldi*



**Internal Affairs Attestation**

Per F.S.S. 92.525 the following attestation shall be executed and be a part of the completed report of an Internal Affairs Investigation:

I, the undersigned, do hereby swear, under penalty of perjury, that, to the best of my personal knowledge, information, and belief, I have not knowingly or willfully deprived, or allowed another to deprive, the subject of the investigation of any of the rights contained in ss. 112.532 and 112.533, Florida Statutes."

*Thomas W. Aiken*

6/05/19

Signature of the Investigating Officer

Date

LT. Thomas W. Aiken #3302

Printed Name and Title of the Investigating Officer

Sworn to and subscribed before me CAPT. Eric Fisher

Printed Name and Title

The undersigned authority, This STU

Day of JUNE 2019

*S. J. A.*

Signature of Officer Administering Oath

The oath shall be completed prior to the determination as to whether to proceed with disciplinary action or to file disciplinary charges. This subsection does not preclude the Criminal Justice Standards and Training Commission from exercising its authority under chapter 943.

A person who knowingly makes a false declaration under subsection (2) is guilty of the crime of perjury by false written declaration, a felony of the third degree, punishable as provided in s. 775.082, s. 775.083, or s. 775.084.



**PORT ORANGE POLICE DEPARTMENT**

*Chief of Police Thomas R. Grimaldi*

**Employee Notification of Internal Affairs Investigation**



Date: February 19, 2019

Officer/Employee Name: Kimberly Kilpatrick ID #: 2794

This letter is to advise you that the Port Orange Police Department is investigating an incident where it is alleged by Chief Grimaldi that you were untruthful and perjured yourself during an official proceeding. I have been assigned to investigate this incident as an internal affairs investigation, as ordered by Chief Thomas R. Grimaldi. This investigation will focus on, but may not be limited to, alleged violations of Directive(s):

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.

I anticipate the internal affairs portion of the investigation will be completed within sixty days from 02/18/19, the date I was assigned to investigate this incident. The entire administrative process from the date of receipt to final disposition may take up to seventy-five days.

As a participant in an active investigation being conducted by the Port Orange Police Department, you are prohibited from interfering with the investigation by tampering with evidence, intimidating witnesses, or coordinating testimony. Violations of this nature are address in Directive 52-1.

I will be contacting you in the near future to schedule an interview regarding the incident.

Thomas Aiken 3302  
Investigating Officer Name/ID (printed)

[Signature]  
Investigating Officer Signature

Kilpatrick 2794  
Officer/Employee Name/ID (printed)

[Signature] 2794  
Officer/Employee Signature

02.19.19 2:30pm  
Date/time Received



**PORT ORANGE POLICE DEPARTMENT**

**Chief of Police Thomas R. Grimaldi**

**Employee Notification of Findings**



Date: June 17, 2019

Officer/Employee Name: Captain Kimberly Kilpatrick ID #: 2794

This is to advise you that Lieutenant Thomas Aiken has investigated the complaint filed against you by Officer Justin White on 01/31/2019 and that the investigation is officially closed.

The complaint alleged that on 09/27/2018 that you were untruthful during your interview with FDLE Special Agent Chris Deardoff and committed perjury during an official proceeding.

This investigation has been filed under tracking number IA2019-0003. Regarding the complaint, the investigative finding has been classified as:

Exonerated

I appreciate your patience during this investigation. Please do not hesitate to contact me should you have any further questions regarding this investigation.

LT. Thomas W. Aiken #3302  
Investigating Officer Name/ID (printed)

Thomas W. Aiken  
Investigating Officer Signature