

COVER PAGE

IN THE CIRCUIT COURT OF PULASKI COUNTY, ARKANSAS
CIVIL DIVISION

STATE OF ARKANSAS, *ex rel.*
LESLIE RUTLEDGE, ATTORNEY GENERAL

PLAINTIFF

v. CASE NO. _____

KRISTY MICHELLE WEEMS

DEFENDANT

COMPLAINT

EXHIBIT A

Developing CAREGiversSM

who provide quality care and
enhance the lives of aging adults.

CARE

Changing Aging Through Research and Education

PERSONAL CARE
SKILLS TRAINING

Certificate of Completion

awarded to

Kristy Weems

EXHIBIT
A

FOR YOUR PARTICIPATION IN

CAREGiverSM Personal Care Skills Training

Awarded the 1 day of October, 20 20

[Signature]
Owner

[Signature]
Course Administrator

Emily Young
Trainer

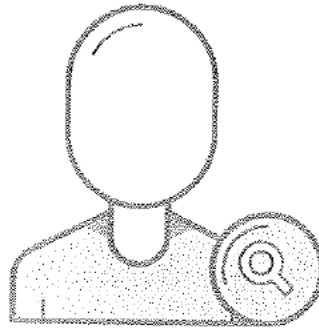
**Home
Instead**
SENIOR CARE[®]
To us, it's personal.

Build **Trust** Take the **Lead** Share your **Heart**[®]

SEARCH BY *

SSN

LOOK FOR *



Sorry, we didn't find a match for that. *Kristy Weems*

9/28/2020

ApplicantStack - Candidate Details

Candidate Application

First Name: Kristy
Last Name: Weems
Address 1: 722 N 35th St
Address 2:
City: Fort Smith
State: Arkansas
Zip: 72901
Phone: 3145465180
Email: michelleweems988@gmail.com

Last Modified: 09/28/2020 10:34 AM
Created: 09/21/2020 06:52 PM
Job: Caregiver / Companion for Seniors [2966]
Source: HISC Website
How Hear: Word of Mouth (please specify)
How Hear Detail:
Deactivation Reason:
Score: N/A
Current Stage: Conditional Job Offer

CAREGiver Prescreen Questions

- * Are you 21 years of age or older?
Yes
- * Are you able to lift 25 pounds?
Yes
- * Do you have reliable transportation?
Yes

CAREGiver v4 Employment Application

BASIC INFORMATION

- * Have you ever submitted an application here before? **Yes**
If yes, when?
- * Are you able to perform the essential functions of the job for which you are applying with or without a reasonable accommodation? **No**

WORK HISTORY

Your application will not be considered unless all questions in this section are answered. We may contact the previous employer so please ensure the telephone number is accurate.

MOST RECENT EMPLOYER

- * Are you currently working for this employer? **No**
- * If yes, may we contact? **No**
- * Company Name: **Homewood Suites**
- * City: **Fort Smith**
- * State: **Arkansas**
- * Company Phone: **479-452-7100**
- * Dates Employed - From: **2020-01-13**
- * Dates Employed - To: **2020-09-21**
- * Duties: **To clean guest rooms and check outs and to perform any other duty assigned to me**
- Reason for Leaving: **Currently still employed there**

REFERENCES

Please provide 2 professional references and 2 personal references. Your application will not be considered unless you provide all references required. Since we will contact these references, please notify them in advance. **No Relatives**,

Family or Relations.**Professional References**

| Full Name | Phone Number | Best Time of Day to Call | Email | Relationship (No Relatives) | Number of Years Known |
|----------------|--------------|--------------------------|-------------------------|-----------------------------|-----------------------|
| Monroe Fortier | 314-500-9646 | PM | Monroefortier@gmail.com | Personal Reference | 6 |
| Rebekah | 479-561-6042 | PM | | Personal Reference | 1 |

Personal References

| Full Name | Phone Number | Best Time of Day to Call | Email | Relationship (No Relatives) | Number of Years Known |
|-----------|--------------|--------------------------|-------|-----------------------------|-----------------------|
| Toni | 314-825-8217 | PM | | Professional Reference | 7 |
| Vanessa | 479-431-8058 | PM | | Professional Reference | 1 |

APPLICANT NOTE

J & S Fry Enterprises, Inc. is an independently owned and operated Home Instead Senior Care® franchise 3800 Rogers Avenue, Suite 1 Fort Smith, AR 72903 479-434-6960.

This application will be valid for 60 days. If you need further assistance for any phase of the employment process, please notify the person who gave you this form and every reasonable effort will be made to meet your needs in a reasonable amount of time.

This application that you have completed online is intended for use in evaluating your qualifications for employment with us, an independently owned and operated Home Instead Senior Care franchise. This is not an employment contract. Please be sure that you answered all appropriate questions completely and accurately. False or misleading statements during the interview and on your application materials are grounds for terminating the application process or, if discovered after employment begins, terminating employment. All qualified applicants will receive consideration and will be treated throughout their employment without regard to race, color, religion, sex, national origin, age, disability, or any other protected class status under applicable law.

CERTIFICATION

I certify that I have read and understand the applicant note above and that the answers given by me to the foregoing questions and the statements made by me are complete and true to the best of my knowledge and belief. I understand that any false information, omissions or misrepresentations of facts in this application process may result in rejection of my application or discharge at any time during my employment. I authorize the company and/or its agents to verify any of the information included in this application. I also understand that the use of illegal drugs is prohibited when carrying out my job responsibilities. I am willing to submit to drug screening if requested to detect the use of illegal drugs prior to and during employment, as allowed under applicable law.

I understand that this application is not a contract for employment.

By typing your name below you are electronically signing this document.

* Signature (type full name): **Kristy Michelle Weems**

* Date: **2020-09-21**

Caregiver Assessment (Solve)

Status: Not Requested



CAREGIVER JOB DESCRIPTION

As a CAREGiver, you provide a variety of non-medical services that allow seniors to remain in their homes.

These services generally fall under three categories:

- Companionship
- Home Helper
- Personal Care

Companionship

Companionship services are those that stimulate, encourage and assist an individual.

The primary responsibilities of Companionship services include the following:

- Providing companionship and conversation
- Providing stabilization and assistance with walking
- Preparing meals and cleaning up meal-related items
- Providing medication reminders and appointment reminders

Home Helper

Home Helper services generally involve light housekeeping, errands or incidental transportation.

The primary responsibilities of Home Helper services include the following:

- Performing light housekeeping tasks (dusting, vacuuming, making beds, changing linens, cleaning bathrooms, kitchens, etc.)
- Washing and ironing laundry
- Running errands
- Accompanying clients to appointments

Personal Care

Personal Care services are personal in nature and often include assistance with activities of daily living.

The primary responsibilities of Personal Care services include the following:

- Assisting with bathing
- Assisting with grooming
- Assisting with toileting and incontinence issues

Secondary Responsibilities

Secondary responsibilities include the following:

- Contributing to a positive living environment to enhance a client's quality of life
- Performing other reasonable duties as assigned
- Reporting hours according to office policy
- Reporting any significant changes in a client's needs or living conditions
- Regularly communicating with supervisor and office staff

Essential Qualifications

An individual must possess the minimum education, experience and skills to perform the primary and secondary responsibilities the job requires.

Additional qualifications include:

- Ability to lift, push or pull 25 pounds
- Ability to bend, twist, stoop, kneel, and reach
- Ability to withstand exposure to dust, mold, mildew and cleaning solutions
- Ability to treat and care for clients and their property with dignity and respect
- Ability to adapt to various living environments and locations
- Ability to communicate with clients in a friendly and congenial manner

Special Qualifications

Ability to drive or take public transportation to client locations

Potential Qualifications

The CAREGiver position may require you to run errands and provide incidental transportation for a client using your vehicle or a client's vehicle.

Potential Schedules

The CAREGiver position provides opportunities for a variety of shifts, including overnight.


This document describes the general nature and level of work for the position. It is not a comprehensive list of its responsibilities, duties, skills, efforts and conditions. Your employer reserves the right to modify the description in the future with or without notice. The responsibilities for this position are subject to possible modification to reasonably accommodate individuals with disabilities.

Your employer is **J & S Fry Enterprises, Inc.** (d.b.a. an independently owned and operated Home Instead Senior Care franchise). Your employer is not Home Instead Senior Care. This job description does not create an employment contract, nor imply it. Employment with your employer remains at will.

I have read and thoroughly understand the duties of the CAREGiver position.


Employee Signature

09-29-2020
Date


Company Representative Signature

9/29/20
Date



CAREGiver Policies Acknowledgment Form

You are employed as a CAREGiver by an independently owned and operated franchise office that provides non-medical services under a federally registered service mark, Home Instead Senior Care. Your employer, which has a license to use the Home Instead Senior Care service mark, is **J & S Fry Enterprises, Inc.** Neither Home Instead, Inc. nor Home Instead Senior Care is your employer.

CAREGiver Policies Acknowledgment Form

I acknowledge I have received a copy of the CAREGiver Handbook of (**J & S Fry Enterprises, Inc.**), d.b.a. an independently owned and operated Home Instead Senior Care franchise ("Company"), outlining the Company's policies, benefits, and employee responsibilities. I understand I am responsible for reviewing the information contained herein and will seek clarification or verification where necessary.

I understand the policies are not designed to provide specific practices or policies for every situation. I also understand the Company reserves the right to interpret, amend, modify, correct, cancel or discontinue the policies, or any of their terms, at any time.

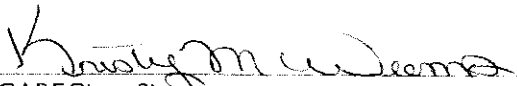
I understand that:

- Because of the nature of the business, no amount of work can be guaranteed.
- I must maintain contact on a regular basis during the period of time when I am not working.
- If I fail to contact the Company every 30 days following an assignment, I will have been considered to have voluntarily resigned my position.
- I may not be able to work each shift I am contacted about. However, if during any 30 day period, I refuse suitable work five or more times, I will have been considered to have voluntarily resigned my position.

I understand that I must maintain client confidentiality at all times. I agree that I must protect the privacy of my client's information including personal health information at all times.

I understand these policies do not create a contract of employment and that no express or implied promise or guarantee with regard to the duration or terms of my employment, wages or benefits is binding upon the Company. I understand that I am an employee at-will and that my employment with the Company is by mutual consent and may be terminated by Company at any time, with or without notice. I also understand that no manager, supervisor, or representative of Company has any authority to enter into an agreement for any specified period of time or make any binding representations or agreements inconsistent with Company policies.

I understand and agree that I am employed by the Company and that Home Instead, Inc. is not my employer.


CAREGiver Signature

09-29-2020
Date


Company Representative Signature

9/29/20
Date



Orientation Highlights

Note: You are responsible for reading the orientation handbook in its entirety on your own time. The following highlights are included in the handbook:

1. CAREGiver Acknowledgement Form

- a. Signed on the date employment began.

2. Nametags

- a. Wear your nametag every time you enter a client's home regardless of how many times you have been there. Once you're identified, you may remove the nametag; however, the best practice is to wear the nametag the entire time.
- b. When going out, check to see if the client minds if you wear your nametag in public.

3. Types of Shifts

- a. Day shifts: 2-3 hours or more
- b. Night shifts: CAREGiver is paid same hourly rate as day-time rate. CAREGiver is to stay awake and alert to attend to client's needs.

4. Weather Policy

- a. A weather policy is provided for you.

5. Other Requirements

- a. Report your hours worked on a **DAILY** basis to the office through the Telephony call system at **1-888-368-5456** or through the ClearCareGo Mobile app.
- b. Always show up as scheduled. ALL scheduling changes must go through the office.
- c. If unable to keep an assignment, **YOU MUST CALL THE HOME INSTEAD SENIOR CARE OFFICE IN ADVANCE** at **(479)434-6960**.
- d. Calling off an hour before your shift is unacceptable and grounds for termination. The only exceptions are emergencies. Proof of an emergency **MUST** be provided.
- e. If you call the office after hours concerning any situation that keeps you from arriving to or completing your shift at the appropriate time you **MUST CALL (479)434-6960** so the answering service can put you through to the person on call. Failure to contact the office may result in **IMMEDIATE** dismissal.
- f. CAREGivers are **not allowed** to take their children, spouse, pets or any other non-Home Instead employee to a client's home.
- g. An electronic care log with tasks and signatures must be completed by each CAREGiver prior to the end of EVERY shift.
- h. CAREGivers are not allowed to work with a Home Instead Senior Care client except through an assignment from the office (i.e., our clients cannot become your private client).
- i. Return all phone calls from the Home Instead Senior Care office. If a message is sent out to all CAREGivers looking for a fill in; only call if you can help with the shift.
- j. While in the client's home, take the initiative to look around and see what needs to be done. Your client will appreciate the efforts.



- k. Keep cell phones on silent or vibrate mode if on assignment. Limit calls to emergencies only. Instruct family to call the office if there is an emergency they need to notify you about so we can work on relieving you of your duties quickly. Program the office number into your phone so you will recognize it when we are attempting to reach you.
- l. Do NOT share your personal phone number with the client.
- m. **Personal problems:**
 - i. CAREGivers are NOT allowed to discuss their personal/financial problems with a client. Doing so can result in immediate dismissal. Sharing your personal problems with a client adds to his/her burdens and may cause the client to cancel services (remember that the client is not the CAREGiver).

6. Training and In-Services

- a. An initial training schedule with all training materials is provided for you.
- b. All training must be current in order to satisfy the HISC Corporate office and State requirements.
- c. Suggestion: Complete all mandatory training as quickly as possible.
- d. Monthly In-service training will be assigned through EMPOWER at the beginning of each month. The training assigned is mandatory and will have a specific due date.
- e. Emails will be sent to let you know that the training has been assigned. Note: Do not block us from sending you emails. Empower operates off emails only, not texting.
- f. Monthly in-services must be completed on your own time.
- g. You will be paid for the expected time spent completing mandatory training.
- h. Once the training is complete, it will be documented in your EMPOWER account. You do not have to turn in a paper test.
- i. Quarterly in-service meetings are mandatory. You will be notified by letter and your schedule adjusted when you are to attend. Make every effort to schedule outside events around this training time. You MUST call if there is a conflict you can't avoid, otherwise you will be considered a NCNS for the meeting and it will be addressed as a corrective action.
- j. If employment ends, all Home Instead property (t-shirt, name badge and lanyard) MUST be returned to the office. Access to electronic training materials will no longer be available.

7. Client Journal

- a. Remember that the client's journal remains in the client's home.
- b. Be sure to read the Plan of Care/Assessment in the client journal.
- c. Be sure to keep the journal in a private place to protect personal information.
- d. Complete an electronic care log based on the POC at the end of every shift.
- e. Call or come by the office to request shopping forms, or other forms necessary for the client's care, before using the last one in the client journal.

CAREGiver Signature: [Signature] Date: 09-30-20

Company Representative Signature: [Signature] Date: 9/30/20

Each Home Instead Senior Care franchise office is independently owned and operated.



CAREGiver 90 Day Employment Review

CAREGiver Name: Kristy Weems

Hire Date: 9/29/20 Review Date: 1/13/21

Required Documentation

Car Insurance Expiration: 2/8/21 Driver's License Expiration: 7/10/23

TB Test Expiration: _____

Is CAREGiver mandatory training up to date? ☒ Yes ☐ No

Has CAREGiver had 90 days active employment? ☒ Yes ☐ No

Has CAREGiver had any call-offs? 1 for Dr appt excused ☒ Yes ☐ No

Has CAREGiver arrived on time for shifts? 93% ☒ Yes ☐ No

Has CAREGiver had any performance issues? 1 complaint ☒ Yes ☐ No

If yes, explain: 12/21

Has CAREGiver met 300 hours worked? ☒ Yes ☐ No

Hours worked in 90 days: 575.64 Bonus Earned: ☒ Yes ☐ No

Date of task sent to pay bonus: 12/30/20

Have CAREGiver sign the CAREGiver Pay Rates/Compliance form.

Kristy Weems
CAREGiver Signature

1-13-21
Date

Cindy Womack
Company Representative Signature

1/13/21
Date



Home Instead®

To us, it's personal

CAREGiverSM Pay Rates

- Starting wage is \$11.00/hour
- \$250 90 Day Bonus subject to: 300 hours worked in first 90 days; no call-offs; on time for shifts; no performance issues
- Must have all documentation complete and in good standing
- Must attend quarterly in-services and complete all mandatory training

Raises are not guaranteed but are dependent upon compliance. Each employee's file will be reviewed after first 90 days of employment, and annually, to determine compliance with policy on excessive call-offs, in-services and completion of required documentation. Pay increases are contingent upon no more than 3% unexcused missed hours. Also, total number of late clock-ins divided by your total number of completed hours cannot be more than 1%.

CAREGiverSM Benefits (Ways to make extra money)

- VACATION-Earn paid vacation by working an avg. of 20 hours/week, annually.
- 401K PLAN-Upon eligibility date, join 401K Plan with employer matching up to 3.5% (After 1 year anniversary)
- REFER A CAREGIVERSM and receive \$100 referral bonus after referral has completed 90 days of employment
- Expand your availability and work more hours
- Remain compliant to policy and earn yearly raises.
- Receive 22% phone discount for employees using Sprint or Verizon
- Receive client compliments, take short notice shifts, shifts outside your normal availability, have perfect attendance, good communication (answering calls and/or texts promptly), etc. (any one of these) to be included in monthly, THANKS BANK, drawings for \$20 gift cards (2 awarded each month)
- Blue Cross Blue Shield Health Insurance available after 1 year
- Optional Life/ADD, Dental, Vision and/or Cancer Insurance

CAREGiverSM Support

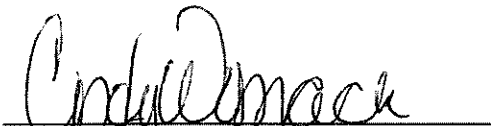
- Open Door Policy (Office hours 8am-5pm, M-F for questions or concerns)
- On-Call support staff 24/7
- Paid Orientation And On-going Training
- Paid Quarterly In-Services

CAREGiverSM Recognition & Appreciation

- CAREGiverSM of the Month-Office staff nominate and vote on a CGOM. The winner is featured in our monthly newsletter and on our Facebook page. They receive a gift card (of their choice), certificate, personalized thank you card from office staff and balloons or flowers.
- CAREGiverSM of the Year-The CGOM winners are voted on by office staff to select a CGOY. That person is presented with a plaque, invited to our company Christmas luncheon and nominated as CGOY in the entire Home Instead network.
- Christmas Open House-A fun time for CAREGiversSM involving food, fellowship and thanks for a wonderful year of exemplary service.
- "Thanks Bank"- CAREGiversSM are added to the our "Thanks Bank" jar for taking short notice shifts, shifts outside their normal availability, client compliments, good communication (answering calls and/or texts promptly), etc. Two \$20.00 gift cards are awarded each month.
- Perfect Attendance Pampering Pay Off: each month a name is drawn and if the CAREGiverSM has had perfect attendance for the month, they can either receive a ½ hour massage or a gift card of their choice for \$35.00.


CAREGiver Signature

1-13-21
Date


Company Representative Signature

1/13/21
Date



To us, it's personal.™

Caregiver Required Training/Core Competencies Checklist

Name of Caregiver: Kristy M. Weems

| TOPICS: | Completed |
|--|-----------|
| (i) Body functions; | ✓ |
| (ii) Body mechanics and safety precautions; | ✓ |
| (iii) Communication skills; | ✓ |
| (iv) Dementia and Alzheimer's diseases; | ✓ |
| (v) Emergency situations, including recognition of conditions and proper procedures; | ✓ |
| (vi) Household safety and fire prevention; | ✓ |
| (vii) Infection control and prevention, including maintaining a safe and clean working environment | ✓ |
| (viii) Ethical considerations and state law regarding delegation of nursing tasks to unlicensed personnel; | ✓ |
| (ix) Nutrition; | ✓ |
| (xi) Record keeping and documentation of activities; | ✓ |
| (xii) Role of caregiver in a healthcare team; and | ✓ |
| (xiii) Nail and skin care. | ✓ |
| (x) SKILLS: | Competent |
| Competent demonstration of physical skills for: | ✓ |
| (a) Ambulation; | ✓ |
| (b) Basic housekeeping procedures, including laundry skills; | ✓ |
| (c) Bathing, shampooing, and shaving; | ✓ |
| (d) Dressing and undressing; | ✓ |
| (e) Meal preparation and clean up; | ✓ |
| (f) Oral hygiene; | ✓ |
| (g) Range of motion; | ✓ |
| (h) Toileting; | ✓ |
| (i) Transfer techniques; | ✓ |

CAREGiver Signature: Kristy M. Weems Date: 10-01-2020

Trainer Signature: Emily Young Date: 10/1/2020

Trainer Signature: _____ Date: _____

Nurse Signature: [Signature] Date: 10-6-20

Developing CAREGivers[®]
who provide quality care and
enhance the lives of aging adults.

CARE
Changing Aging Through Research and Education

Certificate of Completion

awarded to

Kristy Weems

FOR YOUR PARTICIPATION IN

CAREGiver Learning and Development

Awarded the 24 day of September, 20 20

Debbie J...
Owner

Cynthia L. Maack
Trainer

Home Instead
SENIOR CARE[®]
To us, it's personal.

Build **Trust** Take the **Lead** Share your **Heart**[®]



Arkansas Department of Health

Health Facility Services

5800 West Tenth Street, Suite 400 Little Rock, Arkansas 72204-1704 Telephone (501) 661-2201

Governor Asa Hutchinson

Nathaniel Smith, MD, MPH, Director and State Health Officer

10/01/2020

Administrator

Home Instead Senior Care - Fort Smith 8082 / 7990067

3800 Rogers Avenue, Suite 1

Fort Smith, AR 72903

RE: State (Arkansas State Police) records- criminal history check

Dear Administrator :

According to the offenses listed in Ark. Code Ann. Â§ 20-38-101 et seq., Act 762 of 2009, Kristy Weems M is **not disqualified** to provide care to individuals on behalf of home health and hospice agencies. This determination is based upon the results of a criminal history check received from the Identification Bureau, Arkansas State Police.

The criminal history check does not preclude the existence of additional records that may not have been reported to the State Identification Bureau and central repository. If a National check has been requested you will be notified when results are received. Also, changes in a record can occur at any time due to ongoing legal proceedings including pending charges and/or appeals. We are not responsible for the accuracy of the criminal history check.

If you have any questions, please contact us.

Sincerely,

Becky Bennett

Becky Bennett, Section Chief
Health Facility Services

ARKANSAS STATE POLICE

Arkansas Criminal History Report

This report is based on a name search. There is no guarantee that it relates to the person you are interested in without fingerprint verification. This report includes a check of Arkansas files only. Inquiries into FBI files are not permitted for non-criminal justice or employment purposes without specific statutory authority.

Subject of Record

Last: **Weems** First: **Kristy** Middle: **M**
Date of Birth: [REDACTED] Sex: **F** Race: **W**
Social Security Number: [REDACTED] *(not verified, supplied at time of request)*
Home/Mailing Address: **722 N. 35th St. Fort Smith, AR 72903**

- NO CRIMINAL HISTORY FOUND FOR THIS SUBJECT -

Requestor Information

Transaction Number: [REDACTED]
Date: **09/28/2020** Agency Reporting: **Arkansas State Police**
Purpose: **Mandated under Arkansas Code §20-33-203 regarding employees or applicants of a long term care facility/qualifying entity as defined by Arkansas Code §20-38-101.**
Released To: **Jonathan Fry**
Representing: **Home Instead Senior Care - Fort Smith 8082 / 7990067**
Mailing Address: **3800 Rogers Avenue, Suite 1 Fort Smith, AR 72903**

This Arkansas criminal history record report should only be used for the purpose that it was requested. A request that is posed for a different purpose may result in more or less information being reported.

This report does not preclude the possible existence of additional records on this person which may not have been reported to the State Identification Bureau and Central Repository. Changes in a criminal history record can occur at any time due to new arrests and/or ongoing legal proceedings.

This Arkansas criminal background check report is for non-criminal justice purposes and may only reflect if a person has any Arkansas felony and misdemeanor conviction(s), any Arkansas felony arrest that occurred in the last three (3) years that has not been to court and whether the person is a registered sex offender or required to register as a sex offender. Juvenile arrest and/or court information will not be released on this report.

CAREGiverSM File Checklist



CAREGiver: Kristy Williams

☒ *Completed Employment Application

☒ *References Checked

☒ *Signed Release Authorization

☒ *SSN Verification & Skip Trace
AR Determination Letter and AR Criminal History Report

☒ *County- Level Background Check (at least 7 years)
People Facts Powered by TRAK-1 Report Summary

☒ *Motor Vehicle Record Check

☐ Additional Criminal Background Check

☒ *Signed Drug Policy

☒ *Drug Screen (documentation in separate file)

☒ *Signed Employment Policies Agreement/Acknowledgement

☒ *Completed I-9

☒ *Completed W-4

☒ *Signed Confidentiality & Non-Solicitation Agreement

☒ *Signed Job Description

☒ *Proof of Car Insurance

☒ *Proof of Valid Driver's License

☒ *The Aging Process

☒ *Safe Client, Safe CAREGiverSM

☒ *Building Relationships

☒ *Training Completed within Required Timeframe

Date: 09/21/2020

How Many 2

Date: 09/20/2020

Date: 09/20/2020

Company: AR State Background

Date: 10/06/2020

Company: Trak-1

Date: 11/2/2020

Company: _____

Date: _____

Company: _____

Date: 09/29/2020

Company: HISC STATEST

Date: 09/29/2020

Separate file Yes

Expiration Date: 02/08/2021

Expiration Date: 07/10/2023

Date: 09/29/2020

Date: 09/30/2020

Date: 09/30/2020

Any item with an asterisk () is a requirement and must be included.

IMPORTANT - IDENTIFICATION CARDS

MUTL VOL

FOLD TOP AND BOTTOM OF CARD ON PERFORATION

STATE FARM®

FOLD TOP AND BOTTOM OF CARD ON PERFORATION

State Farm

ARKANSAS INSURANCE CARD

State Farm Mutual Automobile Insurance Company
PO Box 89000 Atlanta GA 30356-99

INSURED FITZPATRICK, PATRICK & WEEMS,
KRISTY M
723 N 35TH ST
FORT SMITH AR 72903-1042

MUTL
VOL

POLICY NUMBER [REDACTED] EFFECTIVE
YR 2000 MAKE MERCURY AUG 08 2020 TO FEB 08 2021
MODEL GR MARQUIS VIN [REDACTED]
AGENT SEAN WHETSTONE 9C63-B5B
PHONE (479)649-8001 NAIC 25178

COVERAGES A H U U1 W
SEE REVERSE SIDE FOR ADDITIONAL COVERAGE INFORMATION

KEEP A CARD IN YOUR CAR

THIS CARD IS INVALID IF THE POLICY FOR WHICH IT WAS ISSUED LAPSES OR IS TERMINATED.
KEEP YOUR CURRENT CARD UNTIL THE EFFECTIVE DATE OF THIS CARD.

00679/00680

140361.3 01 09 2010 (s)pcar101

State Farm

ARKANSAS INSURANCE CARD

State Farm Mutual Automobile Insurance Company
PO Box 89000 Atlanta GA 30356-99

INSURED FITZPATRICK, PATRICK & WEEMS,
KRISTY M
723 N 35TH ST
FORT SMITH AR 72903-1042

MUTL
VOL

POLICY NUMBER [REDACTED] EFFECTIVE
YR 2000 MAKE MERCURY AUG 08 2020 TO FEB 08 2021
MODEL GR MARQUIS VIN [REDACTED]
AGENT SEAN WHETSTONE 9C63-B5B
PHONE (479)649-8001 NAIC 25178

COVERAGES A H U U1 W
SEE REVERSE SIDE FOR ADDITIONAL COVERAGE INFORMATION

THIS COPY MAY BE SUBMITTED WITH YOUR
AUTOMOBILE REGISTRATION APPLICATION

M

64386
AI Ap

10 cc [signature]

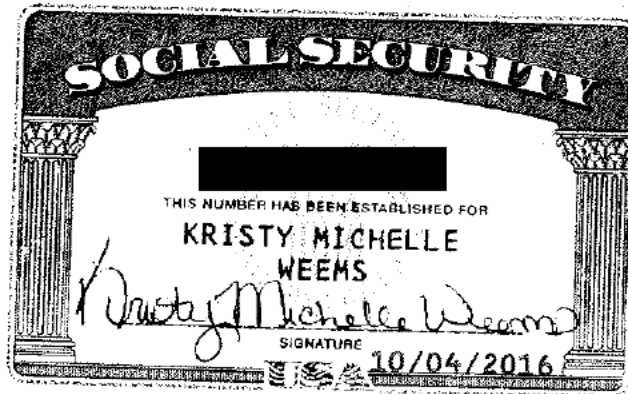
MISSOURI

DRIVER LICENSE



9 CLASS **F** 4b EXP **07/10/2023**
4a DL NO. [REDACTED] 3 DOB [REDACTED]
1 **WEEMS**
2 **KRISTY MICHELLE**
3 **4917 WINONA AVE APT 2E**
4 **ST LOUIS, MO 63108**
9a END **NONE**
12 RESTRICTIONS **NONE**
16 SEX **F** 17 WGT **230 lb** 4a ISS **07/17/2017**
18 HGT **5'-05"** 18 EYES **HAZ**

8 DO [REDACTED]



in CC [initials]

Home Instead Senior Care Performance Improvement Plan

Employee Name: Kristy Weems Date: 5-13-2021

Supervisor's Name: Emily Glidewell Date: 5-13-2021

Performance Standard

Describe the expectation for the performance standard: Please see Below

<Paste policy here>

Describe the Employee's Actual Performance:

After numerous Reminders on Completing Carelogs Correctly, the matter still has not been fixed. I have called, went to her and show Kristy step by step on Carelogs. I have given her tips and tricks for reminders and so has other staff members. Kristy has voiced she understands how to do it correctly and still not fixed.

Describe steps necessary to improve performance:

Example: Jane Doe will meet one time each week with the Director on Thursday at 8:00 am beginning July 18, 2012, to review etc...Every Monday morning and Friday afternoon records will be reviewed to verify progress in compliance with policy. Employee has until August 20, 2012, to improve his/her performance to meet the expectation of performance standard.

Kristy will be on a 90 day PIP. If she cannot get her Medicaid Carelogs Correctly, she will be removed from Medicaid client to clients with a single shift. If she fails to complete Carelogs correctly with single shifts, This will be her Voluntary Resignation for not being compliant with her CE duties.

Employee Signature: Kristy Weems

Employer Signature: Emily Glidewell

05/05/2021 Schedule: Kristy, I saw where you missed your clock in and noticed that it's hard for you to get to Mr. L by 1:00. I asked Andrea to move your start time to 1:15 so it wouldn't look like you're late all the time. She is changing it today to 1:15. You'll notice when you get your shift reminders. Thanks.

Message Out **Delivered**

Related to: [Kristy Weems PCA](#)

Created by Cindy Womack on May 05, 2021 01:51 PM

05/07/2021 Assigned to: Jonathan Fry
Due to Kristy Forgetting to complete her tasks after many of us at the office has walked her through on how to complete them, and her forgetting to complete them today, I will be putting Kristy on a PIP plan. She is aware and understands. I will be setting up a time with her next week to complete this. -EG 5/7 5/7 Thank you Emily. NR 5/7sf an 5-7 5/7 LL 5/7~je rt 5/7/21 ar has seen 5.10.2021 5-10 TT 5-10 Emily and I discussed her PIP. Kristy will be on a 90 day PIP. During that time if she can not get her medicaid care logs finished correctly, she will be removed from the client with multiple shifts and given clients with a single shift. If she fails to complete care logs correctly with single shifts, she will be told it is her voluntary resignation for not being compliant with her CGing duties. cw ***MH seen 5/11

Admin Tasks: Incomplete TaskHR Incident: Performance Improvement Plan

Related to: [Kristy Weems PCA](#)

Created by Emily Glidewell on May 07, 2021 12:56 PM

05/06/2021 Assigned to: Julie Efurd
Kristy weems signed her corrective action form and Carelog. She let me know her concerns on filling them out and why she was confused. We walked through it all, and she is very understanding of it now. She stated she shouldn't make another mistake on it. I let her know the importance of it and if she does make another mistake, I will have to put her on a PIP and explained what that was. She was appreciative the way I approached her about it and gave her tips on how to do it without missing her tasks. I also told her that if she is nervous about doing it wrong, to call during her shift and we can walk her through it, but I think she will be fine now. -EG 5/6 5/6 Care log has been uploaded to CL file and billing can be completed. NR 5/6 Good deal! jf ***Great job Em! MH 5/6 Thank you. rt 5/6/21/cw 5/7~je

Admin Tasks: Complete TaskFollow-upHR IncidentClient Problem Resolution: CAREGiver not following policies

Related to: [Kristy Weems PCA](#)

Created by Emily Glidewell on May 06, 2021 11:25 AM

05/05/2021 Schedule: Kristy, I saw where you missed your clock in and noticed that it's hard for you to get to Mr. L by 1:00. I asked Andrea to move your start time to 1:15 so it wouldn't look like you're late all the time. She is changing it today to 1:15. You'll notice when you get your shift reminders. Thanks.

Message Out **Delivered**

Related to: [Kristy Weems PCA](#)

Created by Cindy Womack on May 05, 2021 01:51 PM

05/03/2021 Good afternoon!: Hey girl, I know you're at your clients right now sorry to bother you but is there anyway you can come in tomorrow afternoon after your shift to go over your care logs? Please reply back. Thanks!

Message Out **Delivered**

Related to: [Kristy Weems PCA](#)

Created by Melissa Hicks on May 03, 2021 01:16 PM

04/20/2021 CARE LOG CORRECTIONS: REMINDER: You have multiple Care Logs that will need to be corrected TODAY by 5:00 pm allow a few extra minutes for Cindy to meet with you also. If these are not completed TODAY Cindy will be meeting with you for a corrective action and PIP for 90 days. Thank you!

Message Out **Delivered**

Related to: [Jessica Shackelford PCA](#), [Amy Wallace PCA](#), [Kristy Weems PCA](#)

Created by Nathan Rozell on Apr 20, 2021 09:46 AM

EMPLOYEE CORRECTIVE ACTION RECORD



Employee Name: Kristy Weems

Date: 5/6/2021

Employer: J & S Fry Enterprises, Inc. d.b.a. an independently owned and operated Home Instead Senior Care franchise

Type of action taken:

- ☒ Verbal Warning ☐ Written Warning ☐ Probation ☐ Suspension ☐ Termination

Reason for action taken:

- | | |
|---|--|
| <input type="checkbox"/> Tardiness | <input type="checkbox"/> Unsatisfactory Performance |
| <input type="checkbox"/> Absenteeism | <input type="checkbox"/> Misconduct |
| <input type="checkbox"/> Failure to Call In Hours On Time | <input type="checkbox"/> Insubordination |
| <input type="checkbox"/> Refused Reasonable Work | <input type="checkbox"/> Violation of Safety Policy |
| <input checked="" type="checkbox"/> Improper/False Client Documentation | <input type="checkbox"/> Violation of Company Policy |
| <input type="checkbox"/> Other: _____ | |

Employer's Statement: (Record of factual occurrence - include client names, witnesses, dates, times, and details of incident. Attach any other documentation.)

Kristy continues to not complete carelogs correctly after
office staff talks to her about it.

Previous Corrective Action:

| Type of action taken | Date taken | Outcome |
|----------------------|------------|---------|
| | | |
| | | |

Employee's Statement:

- ☒ I agree with employer's statement ☐ I disagree with employer's statement

Kristy Weems
Employee's Signature (Required for written warning, probation, or suspension)

5/16/21
Date

Emily G. Caldwell
Franchise Office Representative's Signature

5/6/2021
Date

Documented in ACES by: _____ Date: ____/____/____

Kristy Weems Statement 12/22/2020

[REDACTED] (Mom) will tell me (Kristy Weems) she is wanting to get up out of bed. I will not refuse what she request at that time I will put on her on the bed side toilet. Clean her up & put the outfit on her that was at the foot of bed. I was told by family (Son) she want mess the dice & push her in her walker backwards into the den & put (mom) [REDACTED] in the recliner. He passed that information on to me. So I did the same every time I took her to the den. I offered her apple sauce water tea (when she requested it) and strawberry ice cream. The day in question the few things in dryer were not completely dry when the mother [REDACTED] was out of bed in her recliner I did strip the bed & wash them & put them back on the bed. That morning in question I was not informed she had any blood spots on her sheets so they were not heated so the spots may not come out after I pulled out of dryer I placed the damp items

kick in dryer to finish. I didn't wash her
dirty clothes cause it was not enough for
a load to be washed. The client stated
she was on fire I was on fire the house
on fire and we to get the cat and get
out of the house and was trying to
climb out of the bed. I would write
on pad of paper provided by family
every 2 hrs to let them know how
the day was for her.

Any more questions
please call me @ 314-546-5180

Kirsty McLean

Cynthia Womack

From: no-reply@clearcaremail.com
Sent: Monday, December 21, 2020 2:00 PM
To: Jonathan Fry; Julie Efurd; Cynthia Womack; Melissa Hicks; Emily Glidewell
Subject: Reminder - Task Due for Kristy Weems PCA (Caregiver), [REDACTED] (Client)

Related To: Kristy Weems PCA (Caregiver), [REDACTED] (Client)

Task Description: Client family sent this email and I told them I would forward it to R & E and get her pulled. TT

Todd,

Our family will be at Mom's on Christmas Eve at 5pm so Bonnie can leave at that time. No changes to the schedule on Christmas day. By the way, Bonnie does a great job with Mom and keeps us very informed as we check in several times each day.

I do want to say, we are uneasy having Kristy with Mom. Mom has experienced a sharp decline since we met with you the Tuesday after Thanksgiving. Since December 3rd, Mom has not wanted to/not been able to leave her bed except for necessary bathroom visits and since last Thursday has been using a bedside toilet, as she does not have the strength to get all the way to her bathroom. She has eaten very little, and has grown more and more weak. Since December 6th we have been staying with her 7pm to 7am so we are quite aware of what she can and cannot do.

Each time Kristy comes she tells us that she took Mom across the house to the den where she sat in her recliner for 1 to 3 hours. I stayed with Mom both Friday and Saturday night this past weekend and when I arrived on Saturday, Kristy told me Mom went to the den and sat in her recliner for 2 hours and while she was up Kristy stripped her bed, washed the sheets and put them back on the bed. The problem is, I had helped Mom change what she was wearing at 6am Saturday morning and placed what she had been wearing in the washer. I knew I was coming back and bringing some new pajamas for mom that I also wanted to wash so I did not start the washer. I also had some things in the dryer that needed to be folded. After Kristy left, I went to wash the new pajamas and the dirty clothes were still in the washer, as well as the things in the dryer that needed to be folded, just as I had left them. That made me question whether she actually washed the sheets. Mom had scratched herself a fe

w days ago and there are a few spots of blood on her top sheet so I went to check, it is still there.

All that to say, we do not believe Mom is going to her recliner and sitting up. We aren't there but what we are seeing does not in any way lead us to believe that Kristy is being truthful. Is it possible to not have her on Mom's schedule?

Quiz – The Aging Process

Name: Kristy M Weems

Instructions: Please circle the correct answer for each question.

1. Mr. Jones is 72 years old and wants to stay in his own home for as long as possible, but he has fallen twice this year and suffered small cuts and bruises on both occasions. He has assistive equipment and handrails in his home, but he rarely uses them and sees the falls as "no big deal." As his CAREGiverSM, it's your job to make sure Mr. Jones remains safe, mobile and independent. You know that addressing the topic of falls and asking Mr. Jones to use the assistive equipment and handrails is important because:
☒ A. Falls are the most common cause of nonfatal injuries and hospital admissions for older adults.
☐ B. 1 in 25 adults age 65 and older falls each year.
☐ C. If Joe has cuts and bruises, his family will accuse you of abuse.
2. Feelings of depression may range from often feeling "down" to profound sadness and a sense of loss. Which of the following statements about depression is true?
☒ A. Depression is the most frequent mental health problem of older adults.
☐ B. Depression occurs more frequently in older adults than in younger adults.
☐ C. Older adults are very responsive to treatment for depression.
3. Mrs. Miller is 87 and has coronary artery disease - a chronic illness associated with the cardiovascular system. She experiences swelling in her ankles and feet as a result of this diagnosis. Mrs. Miller's physician instructs her to exercise regularly to help keep the swelling down. Which of the following symptoms might her physician indicate that the office is to be contacted?
☒ A. Tires easily and experiences shortness of breath.
☐ B. Increased appetite.
☐ C. Mood swings.
4. Mr. Frank is 81 years old, and you are his CAREGiver. Mr. Frank sometimes doesn't notice if he is thirsty and forgets to drink water throughout the day. Mr. Frank experiences frequent constipation and occasional heartburn. Which of the following would you contact the office to receive physician approval to help Mr. Frank?
☒ A. Drink more water.
☐ B. Eat foods with less fiber content.
☐ C. Eat foods with more salt content.
5. Your client, Miss Gunderson, is experiencing changes that naturally occur in the nervous system as a person ages. Because of this, her physical reaction time is slower. Which of the following things can you do to help Miss Gunderson?
☐ A. Complete all her daily tasks for her.
☐ B. Do nothing different, because slower physical reaction time is normal.
☒ C. Be patient and provide support as Miss Gunderson performs activities.

6. Which of the following statements about the respiratory system is true?
- A. With natural aging, the lungs become less elastic and take in less oxygen.
 - B. Regular exercise is not recommended for people with chronic illness of the respiratory system.
 - C. You should shorten the amount of time needed to accomplish tasks if your client has a chronic illness of the respiratory system.
7. Your client, Mr. Linn, has difficulty following conversations, especially in crowded places (like restaurants). What can you do to help Mr. Linn hear you when you dine out together?
- A. Make sure you speak very loudly to Mr. Linn.
 - B. Face Mr. Linn and speak clearly to him.
 - C. Tell Mr. Linn everything he needs to know before you enter the restaurant.
8. Aging can cause physical, social and emotional changes in our clients. True or False?
9. Times of transition can result in feelings of grief for both the client and the CAREGiver. True or False?
10. One way you can help your client cope with social and emotional changes is to listen to her concerns without suggesting what she should do or how she should feel. True or False?
11. One way to provide emotional support to your client is by letting her know you are nearby and that you care about her. True or False?
12. It is important to learn about and honor cultural traditions as your client's age. True or False?
13. As your client ages, it is important that she is involved in social activities. True or False?
14. Part of your job as a CAREGiver is to report and record changes you notice in your client. True or False?
15. You recognize that your client is sad today. This is not her usual mood or demeanor. You should report and record this change. True or False?
16. You have been working with a new client for three weeks, so you are unsure if the behaviors you are recognizing are normal for him or are symptoms of a change in his usual ways. In this case, you should not report anything until you know him better. True or False?

By signing below I acknowledge that I have completed *The Aging Process* training class.

CAREGiver Signature

[Handwritten Signature]

Date 09-29-2020

Trainer Signature

[Handwritten Signature]

Certificate of Completion

AWARDED TO

Kristy Weems

FOR YOUR PARTICIPATION IN

Alzheimer's Disease or Other Dementias Training Program

- 2ND EDITION -

Awarded the 29 day of September, 2020.

Jonathan Fur
Owner

Cynthia Mack
Trainer

CARES

Center for Aging Research and Educational Services
Jordan Institute for Families at the School of Social Work
The University of North Carolina at Chapel Hill

"Michelle"
Kristy Weems



Availability Acknowledgment

During the hiring process, you agreed to the following availability:

Available Schedule

☐ 30 or Less Hours/Week ☐ 30 or More Hours/Week ☒ 40 Hours/Week Desired

☒ Weekdays ☒ Weekends

☒ Mornings ☒ Afternoons ☒ Evenings ☐ Overnights (must be awake and alert)

| Monday | Tuesday | Wednesday | Thursday | Friday | Saturday | Sunday |
|-----------|---------|-----------|----------|--------|----------|--------|
| From: 7am | From: | From: | From: | From: | From: | From: |
| To: 7pm | To: | To: | To: | To: | To: | To: |

According to this availability, you are committing to begin work on October 1, 2020
(date)

Signature: Kristy Weems Date: 09-29-20

*Note: Reducing the amount of availability agreed to during the hiring process may result in a withdrawal of a job offer.

CAREGiver Attributes

Full Name: Kristy M. Weerns Name I prefer/nickname: Michelle
 Email: michelleweerns988@gmail.com Phone number: 314-546-5180
 Address: 722 N. 35th St. Fort Smith AR 72903 DOB: [REDACTED]
Address City State Zip
 Emergency Contacts: Christine Fitzpatrick Mother 479-222-5005
Name Relationship Phone Number
Patrick Fitzpatrick Stepdad 479-353-4119
Name Relationship Phone Number

CAREGiver/Client Match Questionnaire

The following information will assist the franchise office to match you with clients.

Are you a smoker?

☒ Yes ☐ No

Are you willing to work with a client who smokes?

☒ Yes ☐ No

Are you willing to work with . . .

☐ Female Only ☐ Males Only ☒ Females and Males
 (May limit your work schedule)

Are you willing to work in a client's home with pets?

☒ Yes ☒ Dogs ☐ Cats ☐ No Reason: _____

You may be asked to drive a client to an appointment. What type of vehicle do you drive?

☐ 2 Door ☒ Car ☐ Sports Car ☐ Truck
☒ 4 Door ☐ Sport Utility Vehicle (SUV) ☐ Van/Minivan

What kind of cook are you?

☒ I am a great cook. ☒ I can follow recipes. ☐ I don't like to cook. ☐ Easy fix/Microwave Meals

What kind of caregiving experience?

☐ Family Caregiver ☒ CNA ☐ LPN ☐ Home Health ☒ Nursing Home (other facility)

Describe your personality... (Check all that apply)

☒ Serious ☒ Sensitive ☒ Flexible ☒ Love New Experiences
☒ Quiet ☒ Kind ☒ Talkative ☐ Prefer things to remain the same
☒ Practical ☒ Competitive ☒ Outgoing ☐ Enthusiastic
☒ People Oriented ☒ Task Oriented ☒ Outspoken ☐ Assertive

Each Home Instead Senior Care franchise office is independently owned and operated.



Attestation of Understanding

I, Kristy M Weems, an employee of J & S Fry Enterprises, Inc. dba Home Instead Senior Care, understand the policies and procedures associated with the Medicaid "Plan of Care" that is to be followed with my client.

These policies and procedures have been reviewed and explained to me in a manner I can understand by the Home Instead Senior Care Registered Nurse (RN). Furthermore, I understand that adherence to these procedures is not only mandatory, but will help satisfy State guidelines, as well as increase the quality of care provided to my client.

Kristy M Weems
CAREgiver Signature

9-30-20
Date

Lilie J. Fry RN
Nurse Supervisor Signature

9-30-20
Date

Condy Amace
Trainer Signature

9/30/20
Date



CAREGiverSM Pay Rates

| 0-3 months (90days) | 90 Day BONUS | After 1st year | After 2nd year | After 3rd year | After 4th year | After 5th year | After 6th year | After 7th year | After 8th year | After 9th year | After 10th year |
|---------------------|--------------|----------------|----------------|----------------|----------------|----------------|----------------|----------------|----------------|----------------|-----------------|
| \$10.00 | \$100 | \$10.15 | \$10.25 | \$10.50 | \$10.75 | \$11.00 | \$11.25 | \$11.50 | \$11.75 | \$12.00 | \$12.25 |

- **90 Day Bonus subject to: 300 hours worked in first 90 days; no unexcused call-offs; on time for shifts; no performance issues**
- **Must have all documentation complete and in good standing**
- **Must attend quarterly in-services and complete all mandatory training**
- **No more than 3 unexcused call off's/per 90-Day review**
- **No more than 1 unexcused call off per month annually**

Raises are not guaranteed but are dependent upon compliance. Each employee's file will be reviewed after first 90 days of employment, and annually, to determine compliance with policy on excessive call-offs, in-services and completion of required documentation.

CAREGiverSM Benefits (Ways to make extra money)

- **VACATION-Earn paid vacation by working an avg. of 20 hours/week, annually.**
- **401K PLAN-Upon eligibility date, join 401K Plan with employer matching up to 3.5% (After 1 year anniversary)**
- **REFER A CAREGIVERSM and receive \$100 referral bonus after referral has completed 90 days of employment**
- **Expand your availability and work more hours**
- **Remain compliant to policy and earn yearly raises.**
- **Receive 22% phone discount for employees using Sprint or Verizon**
- **Receive client compliments, take short notice shifts, shifts outside your normal availability, have perfect attendance, good communication (answering calls and/or texts promptly), etc. (any one of these) to be included in monthly, THANKS BANK, drawings for \$20 gift cards (2 awarded each month)**
- **Blue Cross Blue Shield Health Insurance available after 1 year**
- **Optional Life/ADD, Dental, Vision and/or Cancer Insurance**

CAREGiverSM Support

- **Open Door Policy (Office hours 8am-5pm, M-F for questions or concerns)**
- **On-Call support staff 24/7**

Each Home Instead Senior Care franchise office is independently owned and operated.


- Paid Orientation And On-going Training
- Paid Quarterly In-Services

CAREGiverSM Recognition & Appreciation

- CAREGiverSM of the Month-Office staff nominate and vote on a CGOM. The winner is featured in our monthly newsletter and on our Facebook page. They receive a gift card (of their choice), certificate, personalized thank you card from office staff and balloons or flowers.
- CAREGiverSM of the Year-The CGOM winners are voted on by office staff to select a CGOY. That person is presented with a plaque, invited to our company Christmas luncheon and nominated as CGOY in the entire Home Instead network.
- Christmas Open House-A fun time for CAREGiversSM involving food, fellowship and thanks for a wonderful year of exemplary service.
- "Thanks Bank"- CAREGiversSM are added to the our "Thanks Bank" jar for taking short notice shifts, shifts outside their normal availability, perfect attendance, client compliments, good communication (answering calls and/or texts promptly), etc. Two \$20.00 gift cards are awarded each month.


CAREGiver Signature

09-29-2020
Date


Company Representative Signature

9/29/20
Date



CAREGiver Employment Effective Date

Welcome to the Care Team of Home Instead Senior Care! We take great pride in the CAREGivers™ we recruit, hire and train because you will be the person helping our clients remain safe and independent in their homes. Our training program is nationally recognized; we are proud and excited to share it with you.

Effective 09-29-2020 your employment begins with J & S Fry Enterprises, Inc. (The Company) DBA Home Instead Senior Care. Training hours, necessary to begin work with Home Instead clients, will be paid on your regular payroll cycle, at the current minimum wage rate.

Kristy McDaniel
CAREGiver Signature

09-29-2020
Date

Andy Wmace
Company Representative Signature

9/29/20
Date

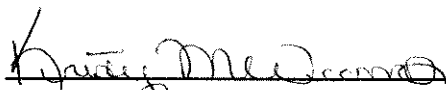
EMPOWER TRAINING POLICY

Effective January 1, 2020


All CAREGivers must complete certain required training prior to their start date and are required to complete continuing training monthly, unless otherwise approved by your supervisor. Failure to complete the training in accordance with the guidelines may adversely affect wage increases and bonuses and may also result in corrective action up to and including termination of employment.

You will be compensated for time spent in required/mandated training courses. Please note any additional training you would like to acquire, which is available to you through Empower, is free of charge, but must be done on your own time. Home Instead Senior Care will not compensate you for additional voluntary training.

CAREGivers will be paid for the actual time spent consuming online training for all mandatory training. Each training module has an expected duration of time to complete. This is ample time for completion but, in the rare instance additional time is taken beyond the expected duration, please notify the office so adjustments can be made.


Employee Signature

09-29-2020
Date


Company Representative Signature

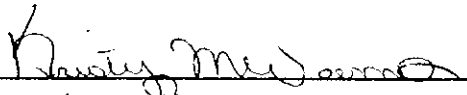
9/29/20
Date




CAREGiver™ Hiring Fee

Welcome to the Home Instead Senior Care CAREGiver™ team! We go to great lengths to recruit, screen and train our caregivers so they can provide the best possible services to our clients.

We do NOT ask for applicants to pay in advance for their drug screen, State Police background checks, Arkansas Adult Maltreatment Central Registry or any other additional checks that may be required according to state law. However, we do ask for our CAREGivers to share a portion of the screening cost AFTER they have been hired. This will be a deduction of twenty-five dollars (\$25) from your first paycheck. Thank you for your cooperation.


Employee Signature

09-29-2020
Date


Company Representative Signature

9/29/20
Date



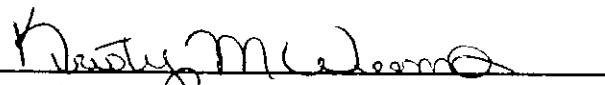
EEOC Statement

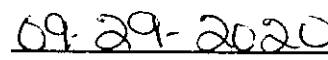
J & S Fry Enterprises, Inc. dba Home Instead Senior Care, an Equal Opportunity Employer

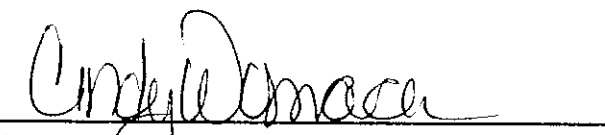
At J & S Fry Enterprises, Inc. dba Home Instead Senior Care our continued success depends on the full and effective recruitment and employment of qualified persons regardless of race, color, religion, sex, age, national origin, marital status, disability or veteran status. We are committed to ensuring equal employment opportunity for all employees and applicants for employment. It is our goal to recruit, hire and develop the best employees using only job-related qualifications.

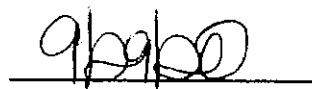
Our equal employment opportunity philosophy, in accordance with federal, state, and local law, applies to all aspects of employment with Home Instead Senior Care including recruiting, hiring, training, transfer/promotion, compensation, benefits and termination. At Home Instead Senior Care we strive to ensure that our human resource practices are free of discriminatory practices and that employment decisions are made on the basis of job-related qualifications, including personal competence and potential for advancement.

Due to the nature of our business we will not permit customers or clients to dictate our business operation with respect to race-based assignment of employees based on the customer's racial preference. When the patient or his or her family has indicated a preference not to have an attendant of a certain race, and there is a risk that the client will become violent, we will notify the caregiver of the patient's request and the caregiver may refuse the assignment if he or she so chooses.


Employee Signature


Date


Company Representative Signature


Date



CAREGiver Part-Time Employment and Responsibilities Agreement

I understand that my work with Home Instead Senior Care is not full-time employment.

I understand that since I will be working with elderly individuals, whose health is uncertain, Home Instead Senior Care cannot guarantee hours.

I understand that my failure to maintain current information (phone number, address, auto insurance information) in the Home Instead Senior Care office constitutes a **voluntary resignation** from the company.

I understand that not fulfilling an assignment ("no call/no show") without notifying the office constitutes a **voluntary resignation** from the company.

I understand that if I resign, voluntarily or for other reasons, I will be required to return ALL of my Home Instead Senior Care information to the office. Otherwise, the value of such materials (i.e. name badges, training books) will be deducted from my final paycheck.


Employee Signature

09-29-2020
Date


Company Representative Signature

9/29/20
Date



CAREGiver™ Vacation Benefit

The CAREGiver™ Vacation Benefit is meant to reward the loyal, hard-working CAREGivers™ of Home Instead Senior Care. Here is how it works:

- **Determination For First Anniversary**

- After the CAREGiver has satisfied the 1 year requirement, office staff will determine how many total hours were worked during the first year. They will then divide that number by 52 (the number of weeks in a year) and determine the average number of hours worked per week.
- Maximum number of hours to be paid will be 40 hours at CAREGivers current rate of pay
- Maximum number of days off will be five (5).
- If 1 year anniversary is in the 1st quarter Jan – March;
days off/hours paid will be prorated at 100%
- If 1 year anniversary is in the 2nd quarter April – June;
days off/hours paid will be prorated at 75%
- If 1 year anniversary is in the 3rd quarter July – Sept.;
days off/hours paid will be prorated at 50%
- If 1 year anniversary is in the 4th quarter Oct. – Dec.;
days off/hours paid will be prorated at 25%
- The paid time off must be used all at the same time and taken as vacation days to help prevent CAREGiver burn out. Vacation hours will no longer be paid out as bonuses at the end of the year. If you do not use your vacation time; you lose your vacation time. It will not roll over to the next year.

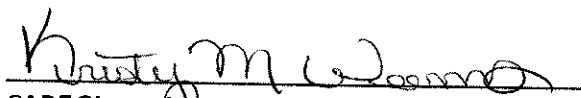
- **Example:**


- CAREGiver™ worked 1400 hours during first year. Anniversary date is June 7th. 1400 hours divided by 52 weeks in a year equals 26.9 or 27 average hours per week. 27 hours times 75% = 20.25 hours = 3 days of vacation to be taken by December 31st of the 1st anniversary year.

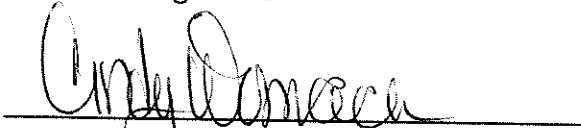
*Prorated hours: 0-8 hrs. = 1 day; 9-16 hrs. = 2days; 17-24 hrs. = 3 days; 25-32 hrs. = 4 days; 33 – 40+ hrs. = 5 days


- **Determination For All Other Anniversaries**
 - After the CAREGiver has satisfied the 1 year requirement and received prorated time off taken by December 31st of first anniversary year; vacation benefits will then be figured from January 1st to December 31st. The office staff will determine how many total hours a CAREGiver worked in the previous calendar year. They will then divide that number by 52 (the number of weeks in a year) and determine the average number of hours worked per week.
 - Maximum number of hours to be paid will be 40 hours at CAREGivers current rate of pay
 - Maximum number of days off will be five (5).
 - 20-24 hours = 3 days, 25-32 hours = 4 days and 33-40+ hours = 5 days
 - The paid time off must be used all at the same time and taken as vacation days to help prevent CAREGiver burn out. Vacation hours will no longer be paid out as bonuses at the end of the year. If you do not use your vacation time; you lose your vacation time. It will not roll over to the next year.
- **Example for 2 or more years.**
 - CAREGiver Jane Smith has been with Home Instead for 2 years. Last year January 1st to December 31st, she worked 1320 total hours. 1320 divided by 52 = 25.4 or 25 hours per week. Therefore, Jane would have 4 days of vacation to use and be paid a total of 25 hours at her current hourly wage.
- **Eligibility**
 - Must be an employee in good standing for at least one (1) year AND have worked an average of 20 hours per week.
 - ALL VACATIONS MUST BE PRE-APPROVED BY OFFICE STAFF BEFORE TIME-OFF IS GRANTED; at least thirty days in advance. If there are already several CAREGivers asking for the same dates off, the time-off will be granted on a first come, first served basis.
 - If a CAREGiver quits, either voluntarily or involuntarily, the CAREGiver forfeits the vacation benefit.

--IMPORTANT NOTE: YOUR WILLINGNESS TO PICK UP EXTRA SHIFTS WHEN ASKED WILL ENSURE THE SUCCESS OF THIS PROGRAM. IF YOU WANT TO USE YOUR TIME OFF, HELP OTHERS WITH THEIR TIME OFF.


CAREGiver signature


Date


Company Representatives signature


Date



HOLIDAY POLICY


In a perfect world, we would all love to be off of work every holiday; however, we know that our clients (many of whom have no family) need our help regardless of the season or time of year. With an ever-increasing number of clients AND CAREGivers™, the need for a Holiday "Time-Off" Policy has become evident. Effective January 1st, 2014, J & S Fry Enterprises, Inc. DBA Home Instead Senior Care will enforce the following Holiday Policy:

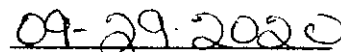
Nine (9) major holidays will be split into two (2) groups, A & B. The "A" group will have the option of being OFF or choose to work the following holidays: **New Year's Day, Memorial Day, Labor Day and Christmas Day**. The "B" group will have the option of being OFF or choose to work the following holidays: **Easter, Independence Day, Thanksgiving Day, Christmas Eve and New Year's Eve**. A CAREGiver will not automatically be considered OFF. It is the responsibility of the CAREGiver to contact the office schedulers and let them know if they prefer to be OFF or work a Holiday. Either way, the office **must be notified**. In order to be fair to the group of CAREGivers having to cover the Holiday, should you choose to be OFF, you must notify the office no later than 10 business days (2 weeks) prior to the Holiday in order to be guaranteed the day OFF. If a CAREGiver waits until after the deadline, there will be no guarantee a replacement CAREGiver can be found and the CAREGiver may have to work the Holiday.


Each CAREGiver will be randomly placed into one of the groups and your group will alternate every year; hence, no CAREGiver will have to work the same holidays every year. This doesn't mean that you will definitely work on the above-mentioned holidays, it simply means you **must be available** should a client need our help. Furthermore, just because **YOUR** client cancels services for a certain holiday doesn't mean you are off; you might still be asked to work with another client who is in need of services and fits your skill/ability level. Thank you in advance for your cooperation.

I understand and agree to the following policy.


CAREGiver Signature


Supervisor Signature


Date


Date



EMPLOYEE CONFIDENTIALITY ACKNOWLEDGEMENT

POLICY: (J & S Fry Enterprises, Inc.), d.b.a. an independently owned and operated Home Instead Senior Care franchise, maintains a practice of confidentiality and protection of personal information for the clients in our service. To continue this confidentiality, each employee acknowledges his or her understanding of this confidentiality policy and his or her responsibilities by signing this document.

The Health Insurance Portability and Accountability Act of 1996 (HIPAA) establishes national standards to address the security and privacy of a patient's health information, also known as protected health information. By law, many agencies and organizations providing health care services have been required to adopt these standards. These agencies and organizations, known as "covered entities", include, but are not limited to, hospitals, doctor's offices, nursing homes, assisted living facilities and home health care agencies.

Due to the nature of our non-medical business, we are not a covered entity. We do, however, protect the information we maintain on our clients and use HIPAA regulations as the basis for our policies.

While all of the information we maintain on our clients is private, some pieces of information are considered more sensitive and require specific practices to protect.

This includes:

- Information about a client's physical or mental health or condition
- Information about the care the client receives
- Information about how a client pays for service and his/her payment history
- Information about a client's finances

You may use or disclose client information:

- When you are caring for a client
- When you are discussing a client's service needs with office staff or CAREGivers who care for the client
- To maintain quality assurance for the client's service
- When you are releasing information to family members and other individuals involved in the coordination of services, with the client's written consent. These individuals could include: Designated Agent, Power of Attorney (POA), Conservator, Guardian, family members, relatives, and/or friends who have the client's well-being in their interest and also have the need for relevant service information.

- When you are providing information to medical personnel in the case of a medical emergency
- When situations of abuse, neglect and domestic violence are identified

Employee Responsibilities

As an employee, it is your responsibility to safeguard a client's personal and health information, by doing the following:

- Protecting the information in the Client Journal. A client must provide written consent for a doctor, trust officer, family member, friend, or third party to review the Client Journal. It should be safely stored before leaving the client's residence.
- Protecting any client information you note in a personal time journal, or in other forms, from the public or family members. Immediately destroying client information that is not necessary for providing care to the client.
- Not discussing a client's health information with medical staff during doctor's office visits, hospital visits, or with facility staff in a retirement community, assisted living facility, or nursing home. All communication regarding the general health of the client should be addressed by the client's family, Power of Attorney or other legally designated agent.
- With fellow employees, discussing a client's personal health information only when it is relevant to providing care.
- During the course of providing care, you may learn of additional health information that does not directly affect the services you provide. If this occurs, you must keep this information confidential.
- Not discussing the client or the client's personal health information with other CAREGivers or with family members in public, where others may overhear your conversation.

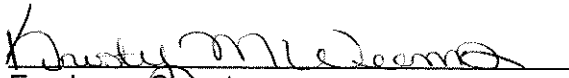
Failure to follow these policies may result in corrective action up to and including suspension and/or dismissal.

Interacting with Covered Entities

We regularly interact with organizations that must abide by HIPAA regulations, such as assisted living facilities. These entities may require individuals working in their facility to abide by these regulations. If you are asked to work with a client in a facility where this applies, your franchise office will notify you and review policies with you.

**EMPLOYEE CONFIDENTIALITY
ACKNOWLEDGMENT AGREEMENT**

I have read the Employee Confidentiality Acknowledgement. I understand I am responsible for maintaining client confidentiality and I agree to protect the privacy of my client's information at all times. I acknowledge and agree that violation of the above policies may result in corrective action, including dismissal.


Employee Signature

09-29-2020
Date


Company Representative Signature

9/29/20
Date

EMPLOYMENT AGREEMENT ADDENDUM

EMPLOYEE NAME: Kristy M Weems DATE: 09-29-2020

J & S Fry Enterprises, Inc., d.b.a. as an independently owned and operated Home Instead Senior Care franchise business, has discussed the following additional items with Undersigned:

PRIVACY

We value our relationship with you, and we know how much privacy means to you. The following is an explanation of our approach to the privacy of our client and employee information.

Our Privacy Commitment to You

- We are committed to protecting client and employee information.
- We do not sell client and employee information.
- We do not allow those who are doing business on our behalf to use our client and employee information for their own marketing purposes.
- We safeguard client and employee information carefully.
- We share client and employee information with certain third parties for the limited purposes of improving our business and providing you with a better Home Instead Senior Care experience, as explained below.
- We ensure that third parties with access to client and employee information have safeguards in place to protect that information.

How We Protect Your Information

- We maintain physical, electronic and procedural safeguards, such as locking doors, securing files, password protection, encryption and securing areas in buildings.
- Access to client and employee information is restricted to our authorized employees who access this information for business purposes only.
- We carefully select third parties to perform services for us to ensure that they have procedures in place to keep client and employee information secure.

Why We May Share Information

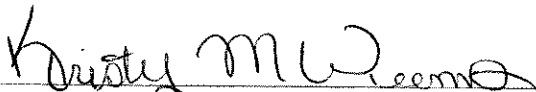
We may share client and employee information with select third parties for the following limited purposes:

- To improve and enhance our services to our clients;
- To improve and enhance the employment experience for our employees;
- To measure and understand your experience with Home Instead Senior Care through satisfaction surveys;
- For quality assurance purposes;
- To ensure that Home Instead Senior Care brand standards are being achieved;
- For technical support, and data back-up and storage;
- Certain marketing research and activities; and
- For business continuity and recordkeeping.

How We Share Information

- Client and employee information is shared with third parties for limited purposes only.
- Third parties with access to information use appropriate safeguards to prevent unauthorized use and disclosure of client and employee information.
- Third parties with access to client and employee information for the limited purposes described above may include members of the Home Instead Senior Care network of companies including Home Instead, Inc., global survey partners, technology companies that provide technology support to our business, payroll companies, business consultants, and marketing and research firms that assist our business with our marketing initiatives.

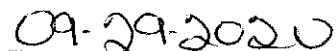
By signing this Agreement, you are consenting to the disclosures described above. If you do not want us to share your information, you must notify us of your desire to opt-out by contacting your local Home Instead Senior Care office.



Signature of Employee



Signature of Home Instead Senior Care franchise business representative



Date



Date



Authorization Release

I, Kristy M Weems, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, do hereby grant to **J & S Fry Enterprises, Inc.**, d.b.a. Home Instead Senior Care® and Home Instead, Inc., and their respective representatives, officers, directors, employees, contractors, agents, successors, licensees, and assigns (collectively "Home Instead") permission and authorization to take or use photographs and videos of me, make recordings of my voice, interview me, and obtain accounts of my spoken and written thoughts and biographical information (hereinafter, collectively, the "Images and Accounts").

I further hereby irrevocably grant Home Instead permission and authorization to use any or all of the Images and Accounts, in complete or partial form, in connection with any works that Home Instead may create. Home Instead's use of any of the Images and Accounts may include reproduction, distribution, modification, and display, and may be in composite or modified form and in any media format now known or hereafter developed, including, but not limited to, books, publications, video, the Internet, and the World Wide Web. The use may also be in advertising or promotional materials.

I hereby waive any right to approve of the use of or inspect any of the Images and Accounts and any written copy that may be created and appear in connection therewith, and I acknowledge and understand that Home Instead is under no obligation whatsoever to utilize any of the rights granted under this Authorization and Release.

I hereby agree to be responsible for any loss or damage that Home Instead may suffer or incur by reason of the use of any of the Images and Accounts and/or my name or any fictional name or written copy in connection therewith.

I hereby acknowledge that Home Instead is using the Images and Accounts in reliance upon this Authorization and Release. I further acknowledge and agree that this Authorization and Release shall be binding on me, my legal representatives, heirs and assigns.

I certify that I am 18 years of age or older and competent to sign this Authorization and Release, that I have voluntarily signed this Authorization and Release, and that I have read and fully understand the meaning and effect thereof.

Kristy M Weems
Employee Signature

09-29-2020
Date

Andy Demack
Company Representative

9/29/20
Date

DRUG AND ALCOHOL POLICY

POLICY: Drug and alcohol abuse adversely affects the health and safety of employees and compromises their ability to provide services to our clients. Therefore, J & S Fry Enterprises, Inc., d.b.a. an independently owned and operated Home Instead Senior Care franchise ("the Company") is committed to maintaining a work environment free from the adverse impact of employee alcohol and drug abuse.

The purpose of this policy is: (1) To establish and maintain a safe, healthy working environment for all employees; (2) To ensure the reputation of the Company and its employees within the community and the industry; and (3) To reduce accidental injuries, absenteeism, tardiness and other work-related problems.

Definitions:

Many of the following defined terms are used throughout this policy and many other terms may be helpful in better understanding the substance abuse process and testing procedures.

Employee: A person hired to perform work or services.

Job Applicant: A person who applies to become an employee.

Under the Influence: Means after the ingestion of alcohol or a drug in an amount above the stated cutoff levels and/or sufficient to impair to any appreciable degree the ability to perform the functions of the position in a prudent and cautious manner.

Alcohol: intoxicating agent in beverage alcohol, ethyl alcohol, or other low molecular weight alcohol, including methyl and isopropyl alcohol.

Alcohol use: Consumption of any beverage, mixture or preparation including medications, containing alcohol.

Company Property: The term "Company Property" or premises includes work sites, job sites, resident homes, parking lots, vehicles on the property of the Company, operating a vehicle leased or owned by the Company, and locations where the employees represent the Company in any capacity.

Controlled substances: For purposes of this policy, the terms "drugs" and "controlled substances" are interchangeable and have the same meaning unless otherwise specified, these terms generally refer to: marijuana (THC), cocaine, opiates, phencyclidine (PCP), and amphetamines, including methamphetamine.

Illegal drugs: "Illegal drugs" are drugs or controlled substances which are (1) not legally obtainable under federal or state law; or (2) legally obtainable but not obtained or used in a lawful manner. Examples include but are not limited to cocaine and crystal meth, as well as prescription drugs that are not lawfully obtained or properly utilized.

On Duty: The term "on duty" includes all working time, as well as meal periods and break periods, regardless of whether on premises, and all hours when an employee represents the Company in any capacity.

Therapeutic Drugs: Therapeutic drugs include legally obtained prescription drugs, controlled substances and over-the-counter drugs used in accordance with the related prescription and/or directions.

Prohibitions:

- A. The use, possession, sale, transfer, offering or furnishing of illegal drugs or other controlled substances (as defined under state and/or federal law), and the possession of implements and

Each Home Instead Senior Care franchise office is independently owned and operated.

paraphernalia for the illegal use of drugs, while on duty, while on Company property, is strictly prohibited.

- B. Except as provided below, the Company prohibits the use of alcohol by personnel directly before or during the workday, including lunch and breaks. The use of alcohol during the work day under Company-related and approved circumstances (whether on or off the Company's property) such as the Company's representative luncheons or dinners; specific celebrations; while conducting other Company-related business or socializing; or while otherwise representing the Company, is permitted only to the extent that it does not lead to impaired performance, inappropriate behavior, endanger the safety of any individual, or violate applicable law.
- C. Unless otherwise authorized by this policy, reporting to work, returning to work, being or remaining at work, while under the influence of alcohol, illegal drugs, or any other controlled substance (not specifically prescribed by the employee's medical provider), or having any of the substances in your system while on duty, while on the Company's premises, while operating a vehicle leased or owned by the Company, or while performing services for or on behalf of the Company, is prohibited.
- D. Off duty abuse of alcohol which results in excessive absenteeism or tardiness or is the cause of accidents or poor performance will result in corrective action, up to and including termination, in accordance with the Company's policies regarding absenteeism, tardiness, poor performance and unsafe work practices.
- E. Off-the-job illegal drug use or activities or conviction relating to such use is likely to adversely affect the organization in many ways, including without limitation, one or more of the following: adverse effect on job performance or attendance, jeopardizing the safety or welfare of the employee, fellow employees, and/or the organization's clients, risking damage to company business or property.
- F. Marijuana – All employees are prohibited from being under the influence of marijuana while at work.

Prescribed and Over-the-Counter Drugs:

This policy does not prohibit off-the-job use of a therapeutic drug unless such therapeutic drug affects the employee's capacity to properly perform job duties or creates a danger to him/her or to others in the work place. "Therapeutic Drugs" include legally obtained prescription drugs, controlled substances and over-the-counter drugs used in accordance with the related prescription and/or directions.

Any employee whose use of any therapeutic drug(s) may affect his/her capacity to properly perform job duties or may create a danger to himself/herself or to others in the work place is required to report the therapeutic drug use to the human resources manager. An employee may be allowed to continue to work, even though under the influence of a therapeutic drug, if the Company has determined, after consultation, that the employee does not pose a threat to his/her own safety or health or the safety or health of other employees, and the employee's job performance is not significantly, detrimentally affected by the therapeutic drug. Otherwise, the employee may be required to take a leave of absence or comply with other appropriate action determined by the Company.

Administration of Policy:

Reporting:

Employees are required to notify their supervisor if they have any evidence or reason to believe that the policy and rules set forth above have been, or are being violated. If an employee feels their supervisor is involved, they should notify the CEO or the Human Resources Manager. Failure to appropriately notify or report such conduct may also be grounds for appropriate corrective action. An employee found to be in violation of this policy may be subject to corrective action up to and including discharge.

Drug and Alcohol Screening:

Each Home Instead Senior Care franchise office is independently owned and operated.

To ensure compliance with this policy, the Company reserves the right to require employees to undergo blood tests, urinalysis or other procedures designed to detect the presence of alcohol or the illegal use of drugs (including marijuana, cocaine, PCP, amphetamines and opiates) under the circumstances described below.

1. **Pre-Employment Screening:** All job applicants are subject to pre-placement drug and alcohol screening. When the applicant has a positive test result for alcohol, an illegal drug, or an unprescribed controlled substance, the conditional offer of employment can be withdrawn.
2. **Random Testing:** All employees are subject to drug and alcohol screening on a random basis throughout the length of their employment.
3. **Work-Related Accidents:** Employees involved in work-related accidents resulting in any bodily injury (either to themselves or to others) or property damage may be subject to drug and alcohol testing if management of the Company reasonably believes that drugs and/or alcohol were a contributing factor to the accident.
4. **Reasonable Suspicion:** The Company reserves the right to test those employees management reasonably suspects may be violating any portion of this policy. The reasonable suspicion must be based upon a Company management official's or supervisor's reasonable belief that an employee's behavior or appearance indicates alcohol or drug use, which is to be confirmed or supported by a second supervisor or company representative. Factors that individually or in combination could result in reasonable suspicion include, but are not limited to, the following:
 - a. Direct observation of an individual engaged in a drug-related activity;
 - b. A pattern of abnormal conduct;
 - c. Unusual, irritational or erratic behavior;
 - d. Specific, clearly stated observations concerning the appearance, behavior, speech or body odors;
 - e. Sudden changes in work performance;
 - f. Information provided either by reliable and credible sources or independently corroborated
5. **Post-Treatment/ Post-Rehabilitation Testing:** Employees who successfully complete an approved counseling or rehabilitation program pursuant to this policy may be subject to unannounced testing.
6. **Additional Testing:** Additional drug and alcohol impairment testing may also be conducted as required or permitted by applicable state or federal laws, rules or regulations or deemed necessary by the Company.

Any employee who (a) fails to cooperate with an investigation into possible violations of this policy; (b) refuses to sign the consent to or to take, a drug or alcohol test; (c) tampers with any sample or test sample; (d) fails to appear for testing or remain at the testing site until the testing process is complete; or (e) fails a test will be subject to corrective action, up to and including termination. Test samples will be analyzed by a qualified laboratory selected by the Company and the testing samples and procedures will be in accordance with state law.

It is the policy of the Company to comply with the employee non-discrimination provisions of state and federal law including any, and all, controlled substance legislation under state law. The Company will not discriminate against an applicant or employee who is a holder of a valid medical marijuana card or permit, based solely upon his or her status as a cardholder recognized under state law. In addition, this shall not limit the Company's ability to take disciplinary action or to terminate an employee in the event of a reasonable or

Each Home Instead Senior Care franchise office is independently owned and operated.

good faith suspicion of impairment, by the use of marijuana, (medical or otherwise) or the possession, use or ingestion of marijuana of any type in the workplace.

Confidentiality:

Results of drug and alcohol tests will be kept confidential. Only those individuals who need to know test results will be notified of or permitted to review the results.

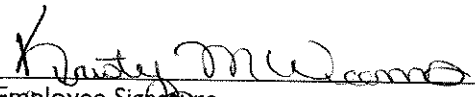
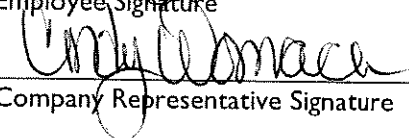
Employee Assistance:

The Company encourages employees with alcohol and/or drug abuse issues that may impact job performance to seek assistance from qualified professionals. It is the responsibility of the employee to seek assistance from qualified professionals before alcohol and/or drug problems are discovered by the Company. Any attempt by an employee to seek such assistance after a violation of this policy has been detected may have no effect on the corrective action, up to and including discharge, which the Company may determine, in its sole management discretion, is appropriate. The Company may require an employee who has violated any portion of this policy, and whom the Company, in its sole management discretion determines will be allowed the opportunity to continue employment, to seek assistance from qualified professionals or participate in a rehabilitation program, at the employee's expense, as a condition to any continued employment with the Company.

Searches:

The Company reserves the right to conduct searches of the company's premises, including work areas, rest areas, parking lots, offices, company vehicles, desks and cabinets. In addition, the Company reserves the right to conduct searches of employee possessions, including purses, briefcases, or motor vehicles, while the employee is on company property or on duty. The Company also reserves the right to take custody of and submit for testing any item, article, or substance it discovers during a search that appears to the company may be evidence of a violation of this policy. Searches may be conducted at any time, without advance notice. Any employee who refuses to cooperate with such searches will be subject to corrective action up to and including discharge.

I acknowledge that I have reviewed and received a copy of the Drug and Alcohol Policy. I understand I am responsible for reviewing the information contained herein and will seek clarification or verification where necessary. I further understand that failure or refusal to cooperate fully, sign any required documents, submit to any requested or recommended tests or to follow any prescribed course of treatment for substance abuse may result in an offer of employment being rescinded if an applicant or may result in my immediate termination if an employee. I agree, without reservation, to follow and abide by this Policy.


Employee Signature

Company Representative Signature

09-29-2020
Date
9/29/20
Date

CAREGIVER CONFIDENTIALITY AND NON-SOLICITATION AGREEMENT



This Confidentiality and Non-Solicitation Agreement ("Agreement") is made by and between J & S Fry Enterprises, Inc., ("Employer") and Kathy M Weems, ("Employee"). No contract regarding the length of employment is created by this Agreement, and the employment relationship between Employer and Employee is at will. Employee and Employer agree to execute and be bound by this Agreement as follows:

Employee acknowledges and agrees that: (1) Employer is an independently owned and operated franchisee of Home Instead, Inc.; (2) Employee was hired by Employer and is paid, supervised and employed by Employer; and (3) Home Instead Inc. is not the employer of Employee and is not involved in the supervision of the Employee or in directing the daily activities of the Employee.

1. **Non-Disclosure and Return of Confidential Information**

- a. **Acknowledgments.** Employee acknowledges that: (I) Employer's business is both highly specialized and competitive, (II) documents and trade secrets are not generally known to, or readily ascertainable by, the public or Employer's competitors. Employee understands that the misappropriation or unauthorized disclosure of such information is prohibited and will cause Employer irreparable injury.
- b. **Non-Disclosure.** While Employee is employed, and at all times following the voluntary or involuntary termination of Employee's employment for any reason, Employee shall not disclose confidential information and trade secrets to anyone other than Employer's offices.
- c. **Non-Removal.** Employee shall not, other than in the ordinary course of business, directly or indirectly, copy, take or remove from Employer's premises any of Employer's books, records, files, customer lists, documents or materials, without the prior written consent of Employer.
- d. **Return of Documents and Property.** Employee will upon the request of Employer, or upon the termination of employment for any reason, immediately return and surrender to Employer originals and all copies of confidential information and trade secrets, as well as any other documents or property belonging to Employer.

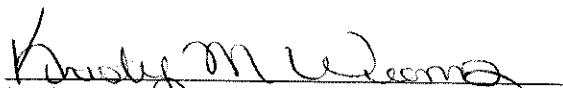
2. **Non-Solicitation Agreement**

- a. **Acknowledgments.** Employee acknowledges that Employer's relationships with its clients and employees are among Employer's most important assets, and that developing, maintaining and continuing these relationships is one of Employer's highest priorities. Employee further understands that he will be relied upon to develop and maintain the goodwill of these relationships on behalf of Employer throughout the course of the employment relationship.
- b. **Non-Solicitation of Employees.** Employee, therefore, agrees that during the term of employment, and for a period of 1 year(s) after termination, he will not recruit, solicit, or induce, or attempt to induce, any employees of Employer to terminate their employment with, or otherwise cease a relationship with, Employer.
- c. **Non-Solicitation of Customers.** In addition, Employee agrees that during his employment and for a period of 1 year(s) after termination, he will not solicit, divert or take away, or attempt to divert,

solicit or take away, the business or patronage of any of the clients, customers or accounts, or prospective clients, customers or accounts, of Employer.

3. **General Provisions**

- a. **Legal and Equitable Relief.** The restrictions contained in these paragraphs 1-3 are necessary for the protection of the legitimate business interests and goodwill of the Employer, and are considered by the Employee to be reasonable for such purposes. The Employee agrees that any breach of paragraphs 1-3 will cause the Employer substantial and irrevocable damage. In the event of any such breach, in addition to such other remedies which may be available, including the recovery of damages from Employee, Employer shall have the right to injunctive relief to restrain or enjoin any actual or threatened breach of the provisions of these paragraphs 1-3. If Employer shall prevail in a legal proceeding to remedy a breach or threatened breach of this Agreement, Employer shall be entitled to receive reasonable attorney's fees, expert witness fees, and out-of-pocket costs incurred in connection with such proceeding, in addition to any other relief it may be granted.
- b. **Severability.** The terms and provisions of this Agreement are severable in whole or in part, and if any term or provision of this Agreement should be deemed invalid, illegal or unenforceable, the remaining terms and provisions shall remain in full force and effect.
- c. **Assignment.** This Agreement is personal and not assignable by Employee. Employer may assign this Agreement to any successor in interest to the business, or part thereof, of Employer.
- d. **Governing Law and Consent to Jurisdiction.** This Agreement and all disputes relating to Employee's employment shall be subject to, governed by and construed in accordance with the laws of the State of Arkansas, irrespective of the fact that one or both of the parties now is or may become a resident of a different state.
- e. **Disclosure of Agreement.** In the event Employer has reason to believe this Agreement has or may be breached, Employee acknowledges and consents that this Agreement may be disclosed by Employer, without risk of liability, to a current or prospective employer of Employee or other business entity.


Employee Signature

Date 09-29-2020

J & S Fry Enterprises, Inc.
Employer

Date 9/29/20

By: 
Company Representative Recruitment and Engagement

**ARKANSAS DEPARTMENT OF HUMAN SERVICES
AUTHORIZATION FOR ADULT MALTREATMENT CENTRAL REGISTRY**

Print all information in ink

| | | |
|---|--|--------------------------------------|
| Name <u>Krusty M. Weems</u> | | Date of Birth [REDACTED] |
| Maiden and/or Any Names Formerly Used | | Social Security Number [REDACTED] |
| Current Address (Street, City, State, Zip) <u>722 N. 35th St. Fort Smith AR. 72903</u> | | |
| List all previous addresses for the past five years | | Dates (From/To) |
| <u>7311 Hampshire Apt. 3 St. Louis MO 63119</u> | | <u>10/18 - 11/19</u> |
| <u>4917 Winona Apt. 2E St. Louis MO 63119</u> | | <u>11/14 - 10/18</u> |
| | | |
| | | |

I authorize Department of Human Services/Adult Protective Services to release information from the Adult Maltreatment Central Registry in accordance with Arkansas Code [ACA 12-12-1717] to:

| | |
|--|---|
| Name Home Instead Senior Care | Agency type: <input type="checkbox"/> Volunteer (no charge) <input type="checkbox"/> Non-Profit (no charge) <input type="checkbox"/> State Agency (no charge) <input type="checkbox"/> All Others (\$10.00 Fee) |
| Mailing Address (Street or PO Box, City, State, Zip) 3800 Rogers Ave., Suite 1 Fort Smith, AR 72903 Phone 479.434.6960 | |

I further certify that the information provided on this form is true and correct.

Signature Krusty M. Weems Date 09.29.2020

Notarization Required

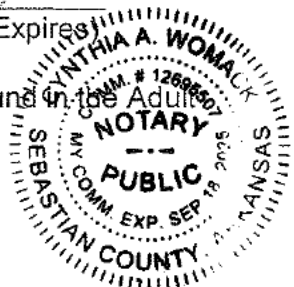
COUNTY OF Sebastian
STATE OF ARKANSAS

Acknowledged before me this 29th day of September, 2020.
Cynthia A. Womack (Notary Public)
 (My Commission Expires 09/18/2025)

The above listed applicant was _____/was not ☒ found in the Adult Maltreatment Central Registry.

The Arkansas Adult Maltreatment Registry contains no record under the referenced name(s).

Adult Protective Services – Slot W240
Adult Maltreatment Central Registry
PO Box 1437
Little Rock, AR 72203



Authorization for Release of Confidential Information
Contained Within the Arkansas Child Maltreatment Central Registry

For the purpose(s) of Arkansas Child Maltreatment Central Registry status only, I, the listed applicant, hereby request that the Arkansas Child Maltreatment Central Registry, Slot S 566, PO Box 1437, Little Rock, Arkansas 72203, release to the listed requestor any information permitted by Arkansas Statute their files may contain indicating the undersigned applicant as an offender of a true report of child maltreatment.

Arkansas law permits Central Registry to charge a fee for child maltreatment background checks, and other information. This fee applies to everyone except potential employees, non-profit organizations and indigent persons. This request will be processed if you return it to us with a check or money order for \$10.00 made payable to the Department of Human Services. We are unable to accept cash or temporary checks. If you feel that you should not have to pay this fee, please provide us with your proof of SUICT. Please allow thirty (30) days for processing. Please make sure all information is legible. All forms that are illegible will be returned.

This information/result(s) should be addressed to:

Name of Person Making the Request: Cynthia A. Womack

Company Name: J&S Fry Enterprises, Inc. DBA Home Instead Senior Care

Mailing Address: 3800 Rogers Ave., Suite 1 Fort Smith, AR 72903

Telephone Number: 479-434-4960

Fax Number: 479-434-6962

Pursuant to Arkansas Statutes, I understand that the name of any confidential informants, information not permitted by Arkansas Statute, or other information which does not pertain to the applicant as alleged perpetrator, will not be released, and that any released information is confidential and may not be re-disclosed to any person, except as specifically permitted by law (See A.C.A. §12-18-909).

Kristy M. Weems

Applicant's Name (print or type)

Social Security Number

W 38

Race

Age

DOB

Maiden Name/Aliases

Drake Michael Weems

Child's Full Name, DOB, and Social Security Number

Alexander James Weems

Child's Full Name, DOB, and Social Security Number

Child's Full Name, DOB, and Social Security Number

Child's Full Name, DOB, and Social Security Number

(Please provide the last ten (10) years)

Present Address: 12/19

From 10/18 to present

722 N. 35th St.

Fort Smith AR 72903

From 10/18 to 11/19

7311 Hampshire Apt 3

St. Louis MO 63119

From 11/14 to 10/18

4911 W. Main Ave. 2E

St. Louis MO 63119

From _____ to _____

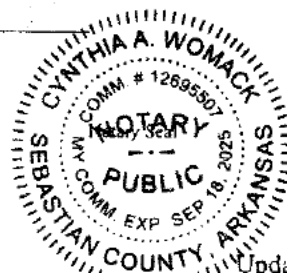
Kristy M. Weems

Applicant's Signature

County of Sebastian State of Arkansas Acknowledges before me this _____ day of

April 2019. My commission expires: _____

Notary Public



Updated 05/02/2019

The Arkansas Child Maltreatment Central Registry contains no record under the referenced name in a true report of child maltreatment.

Please note that whenever there is a determination of child maltreatment, the person identified as the offender has a right to a hearing to contest that determination. The person's name may not be placed in the Central Registry until after the hearing decision.

Therefore, the absence of a true report in the Child Maltreatment Central Registry does not imply that the person is or is not the subject of a completed maltreatment investigation.

Please check the Central Registry periodically as names can be added to the Central Registry based on new maltreatment reports and upon final administrative determination.

Examiner's Initials and Date

R. Worthy 10-12-20

AR920130Z

Health Facility Services Background Check Application

Facility ID Number 799 0067

J & S Fry Enterprises, Inc. dba

FACILITY NAME: Home Instead Senior Care ADDRESS 3800 Rogers Ave., Suite 1

Fort Smith, AR 72903

FACILITY PHONE # 479-434-6960

SELECT JOB TITLE

☒ NON LICENSED PROFESSIONAL,
UNSUPERVISED EMPLOYEE
PROVIDING CARE TO CLIENTS

☐ OPERATOR

SELECT FACILITY TYPE

☐ HOME HEALTH

☐ HOSPICE

☒ PRIVATE CARE

PAYMENT INFORMATION

- ALL STATE AND FEDERAL BACKGROUND CHECKS MUST BE REQUESTED THRU ARKANSAS STATE POLICE CRIMINAL BACKGROUND CHECK WEBSITE, YOU MUST CREATE AN ONLINE INA ACCOUNT (FOR PAYMENT)

ONLY RETURN THIS PAPERWORK IF A FEDERAL FINGERPRINT CHECK HAS BEEN REQUESTED

FEDERAL FINGERPRINTS MAY ONLY BE REQUESTED IF THE APPLICANT HAS NOT LIVED CONTINUOUSLY IN ARKANSAS FOR THE LAST 5 YEARS.

APPLICANT:

Weems
LAST NAME

Kristy
FIRST

m.
MIDDLE

MAIDEN

[REDACTED]
DATE OF BIRTH

W
RACE

F
SEX

[REDACTED]
SOCIAL SECURITY NUMBER

[REDACTED]
DRIVER'S LICENSE #

mo.
STATE OF ISSUE

722 N 35 St.
MAILING ADDRESS

Fort Smith
CITY

AR
STATE

72903
ZIP CODE

NAME, ADDRESS AND DATE OF BIRTH VERIFIED ON THE FOLLOWING GOVERNMENT ISSUED IDENTIFICATION DOCUMENTS- DRIVERS LICENSE ☒ STATE ID CARD ☐ OTHER (LIST) ☐

PROVIDING FALSE INFORMATION ON THIS FORM IS A VIOLATION OF ARKANSAS LAW AND IS PUNISHABLE AS SET FORTH IN ARKANSAS CODE 5-53-103.

THE QUALIFIED ENTITY (EMPLOYER) MAY RECEIVE COPIES OF THE STATE RECORD CHECK RESULTS. ANY CHALLENGES TO THE ACCURACY OF THE STATE RESULTS SHOULD BE DIRECTED FIRST TO THE ARKANSAS STATE POLICE (501) 618-8500 #1 STATE POLICE PLAZA DRIVE, LITTLE ROCK, AR 72209.

I understand that my personal information and fingerprints submitted by agency are used to search against criminal identification records from both Arkansas Crime Information Center (ACIC) and Federal Bureau of Investigation (FBI). I hereby authorize the release of any records to the person or agency listed above.

I further understand ACIC and the FBI may also retain the submitted information and fingerprints as permitted by the Privacy Act of 1974, 5 USC § 552a, for routine uses beyond the principal purpose listed above.

PRIVACY RIGHT STATEMENT

Authority: The FBI's acquisition, preservation, and exchange of fingerprints and associated information is generally authorized under 28 U.S.C. 534. Depending on the nature of your application, supplemental authorities include Federal statutes, State statutes pursuant to Pub. L. 92-544, Presidential Executive Orders, and federal regulations. Providing your fingerprints and associated information is voluntary; however, failure to do so may affect completion or approval of your application.

Principal Purpose: Certain determinations, such as employment, licensing, and security clearances, may be predicated on fingerprint-based background checks. Your fingerprints and associated information/biometrics may be provided to the employing, investigating, or otherwise responsible agency, and/or the FBI for the purpose of comparing your fingerprints to other fingerprints in the FBI's Next Generation Identification (NGI) system or its successor systems (including civil, criminal, and latent fingerprint repositories) or other available records of the employing, investigating, or otherwise responsible agency. The FBI may retain your fingerprints and associated information/biometrics in NGI after the completion of this application and, while retained, your fingerprints may continue to be compared against other fingerprints submitted to or retained by NGI.

Routine Uses: During the processing of this application and for as long thereafter as your fingerprints and associated information/biometrics are retained in NGI, your information may be disclosed pursuant to your consent, and may be disclosed without your consent as permitted by the Privacy Act of 1974 and all applicable Routine Uses as may be published at any time in the Federal Register, including the Routine Uses for the NGI system and the FBI's Blanket Routine Uses. Routine uses include, but are not limited to, disclosures to: employing, governmental or authorized non-governmental agencies responsible for employment, contracting, licensing, security clearances, and other suitability determinations; local, state, tribal, or federal law enforcement agencies; criminal justice agencies; and agencies responsible for national security or public safety.

Kristy McQuinn
Signature of applicant

09-29-20
Date

APPLICANT TO REVIEW AND INITIAL

I HEREBY GIVE MY CONSENT FOR THE ARKANSAS STATE POLICE TO CONDUCT THE REQUIRED CRIMINAL RECORD CHECK ON MYSELF AND RELEASE ANY RESULTS TO THE LICENSING AUTHORITY AND THE STATE RESULTS TO THE QUALIFIED ENTITY

(Initial all 4 lines)

Kmw

I RECEIVED WRITTEN DIRECTIONS FOR CHANGES/CORRECTING/UPDATING MY FBI CRIMINAL RECORD

Kmw

I RECEIVED WRITTEN DIRECTIONS ON HOW TO OBTAIN A COPY OF MY FBI CRIMINAL RECORD

Kmw

I RECEIVED WRITTEN DIRECTIONS ALONG WITH THE TIME FRAME EXPLAINING HOW TO APPEAL THE ACCURACY/DISPOSITION INFORMATION

Kmw

STATEMENT OF OATH:

I STATE ON OATH THAT THE REPRESENTATIONS MADE HEREIN ARE TRUE AND CORRECT.

Kristy McQuinn
SIGNATURE OF APPLICANT

09-29-20
DATE



REPORT SUMMARY

Home Instead Senior Care Fort Smith AR - MVR Only

Prepared for:

Home Instead Senior Care Fort Smith AR, Melissa Hicks
Requested on 11/2/2020 4:02:10 PM
Completed on 11/2/2020 4:02:11 PM

Subject of Report:

Name: Kristy Michelle Weems
DoB: [REDACTED]
SSN: XXX-XX-[REDACTED]
Address:
722 N. 35th St.
FORT SMITH, AR 72901

Report Summary:

Motor Vehicle Report (MVR)

Complete 11/2/2020 4:02:11 PM

Compliance Notice to our valued landlords: Before taking an adverse action against the person named in this report you must provide him or her with a pre-adverse action notice, a copy of this report, and a copy of "A Summary of Your Rights Under the Fair Credit Reporting Act." You must provide notice even if the information in the report plays only a small part in the overall decision. Additional notice requirements may apply in certain states. Trak-1 provides you with details about the content and format of these notices in the addendums to your Customer Service Agreement and at <http://www.peoplefacts.com/Compliance>. For tools to help you generate these required notices refer to the top of the page you used to print this report.

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Notice to All Users of This Report: This report does not guarantee the accuracy or truthfulness of the information as to the subject of the investigation, but only that it is accurately copied from public records, and information generated as a result of identity theft, including evidence of criminal activity, may be inaccurately associated with the consumer who is the subject of the report. For further information about your obligations regarding adverse action, please refer to the Federal Trade Commission articles: "Using Consumer Reports: What Landlords Need to Know", <https://www.ftc.gov/tips-advice/business-center/guidance/using-consumer-reports-what-landlords-need-know> and "Using Consumer Reports: What Employers Need to Know" <https://www.ftc.gov/tips-advice/business-center/guidance/using-consumer-reports-what-employers-need-know>. Failure to abide by your legal obligations may expose you to liability. For questions contact us at 7127 Riverside Parkway Tulsa, Oklahoma 74136, 800.600.8999.

MVR Search

Licensee Name / Address
WEEMS, KRISTY MICHELLE
4917 WINONA AVE APT 2E
ST LOUIS, MO 63109

| | | | | | | | |
|------------------|-----------------------|----------------------|------------|---------------|-------------|----------------|---------------------|
| State | License Number | Date Of Birth | Hgt | Wgt | Eyes | | |
| MO | | | 505 | 230 | HAZEL | | |
| Class | | | | Issued | | Expires | License Type |
| F - F - OPERATOR | | | | 2017-07-19 | | 2023- | PERSONAL |
| Status | | | | | | | |
| VALID | | | | | | | |
| Messages | | | | | | | |



January 26, 2016

Payroll Reimbursement Agreement

I, Kristy Weems, give permission to J & S Fry Enterprises, Inc. DBA Home Instead Senior Care, Inc. to run a driving record report through Trak 1 for the state of Missouri. I further authorize, Jonathan Fry, owner, to payroll deduct the cost of the background check from my payroll for reimbursement.

Kristy Weems
CAREGiver Signature

10-30-2020
Date

[Signature]
Company Representative Signature

10/30/2020
Date

[Type here]

Release & Authorization for CBC**Background Check Notice and Disclosure**

J & S Fry Enterprises, Inc., d/b/a an independently owned and operated Home Instead Senior Care franchise ("the Company"), is providing you with notice that it may order a consumer report may be obtained for employment purposes as part of the pre-employment background investigation and at any time during your employment.

The Company may order an "investigative consumer report." Such reports typically include information from personal interviews, most commonly from an applicant's prior employers and references. Should an investigative consumer report be requested, you will have the right to request a complete and accurate disclosure of the nature and scope of the investigation requested and a written summary of your rights under the Fair Credit Reporting Act.

The background report may contain information concerning your character, general reputation, personal characteristics, mode of living and criminal history. Information may be obtained from private and public record sources, and for investigative consumer reports, from personal interviews as noted above.

Authorization for Procurement of Consumer Report

Pursuant to the federal Fair Credit Reporting Act, I authorize J & S Fry Enterprises, Inc., d/b/a an independently owned and operated Home Instead Senior Care franchise ("the Company and its designated agents and representatives to order a consumer report and/or an investigative consumer report to be generated for employment, promotion, reassignment or retention as an employee.

- I understand that, to the fullest extent allowed by law, information contained in my employment application or otherwise disclosed to the Company by me in the hiring process or during my employment may be utilized for the purpose of obtaining consumer reports.
- I understand that the scope of the consumer report/investigative consumer report may include, but is not limited to, the following areas: verification of Social Security number; current and previous residences; employment history, including all personnel files; education; references; credit history and reports; criminal history, including records from any criminal justice agency in any or all federal, state or county jurisdictions; birth records; motor vehicle records, including traffic citations and registration; professional credentials and licenses and any other public records. I authorize the complete release of these records or data pertaining to me that an individual, company, firm, corporation or public agency may have.
- I authorize and request any present or former employer, school, law enforcement and all other federal, state and local agencies; federal, state and local courts, financial institution or other persons having personal knowledge of me to furnish the Company or its designated agents with any and all information in their possession regarding me in connection with an application of employment.
- I understand that, pursuant to the federal Fair Credit Reporting Act, if any adverse action is to be taken based upon the consumer report, a copy of the report and a summary of the consumer's rights will be provided to me.
- If hired, or if already employed, this authorization shall remain on file and shall serve as an ongoing authorization for the Company to obtain consumer reports, at any time during my employment, for employment purposes. Further, if hired, or already employed, my signature below authorizes the Company to supply my employment history with the Company to a consumer reporting agency.
- My signature below signifies my receipt and understanding of the "Background Check Notice and Disclosure" and authorizes the Company to obtain consumer reports regarding me.

* First Name

Kristy

* Last Name

Weems

Middle Initial

M

Maiden/Previous Names

Field

* Home Address

722 N 35th St

* City

Fort Smith

* State

Sebastian

* Zip Code

72903

* Social Security Number



* Date of Birth



Driver's License Number



Issuing State

Mo

* Signature (type name)

Kristy M. Weems

* Date

2020-09-28



REPORT SUMMARY

Home Instead Senior Care Fort Smith AR - SSN Trak

Prepared for:

Home Instead Senior Care Fort Smith AR, Melissa Hicks
Requested on 10/5/2020 4:11:14 PM
Completed on 10/6/2020 9:07:15 AM

Subject of Report:

Name: Kristy M Weems
DoB: [REDACTED]
SSN: XXX-XX-[REDACTED]
Address:
722 N. 35th St.
FORT SMITH, AR 72903

Report Summary:

| | |
|------------------------|-------------------------------|
| County Criminal Search | Clear 10/5/2020 4:45:23 PM |
| County Criminal Search | Clear 10/6/2020 9:07:13 AM |
| SSN Trak | Complete 10/5/2020 4:11:16 PM |

Compliance Notice to our valued landlords: Before taking an adverse action against the person named in this report you must provide him or her with a pre-adverse action notice, a copy of this report, and a copy of "A Summary of Your Rights Under the Fair Credit Reporting Act." You must provide notice even if the information in the report plays only a small part in the overall decision. Additional notice requirements may apply in certain states. Trak-1 provides you with details about the content and format of these notices in the addendums to your Customer Service Agreement and at <http://www.peoplefacts.com/Compliance>. For tools to help you generate these required notices refer to the top of the page you used to print this report.

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County Criminal Search

County Criminal Search

Subject: Kristy M Weems DOB: [REDACTED]
State: MO County: SAINT LOUIS CITY

No Results Returned from Record
Search

County Criminal Search Search

Subject: Kristy Weems State: MO County: SAINT LOUIS

No Results Returned from Record
Search

Validation Message

ISSUED IN MISSISSIPPI BETWEEN THE YEARS 1983-1984
NOT FOUND IN DEATH MASTER FILE

Aliases

- KRISTY, WEEMS

Date of Birth

- [REDACTED]

Address History

| Name | Address | City | State | Zip | First Reported | Last Reported |
|--------------|---------------------|-------------|-------|-------|----------------|---------------|
| KRISTY WEEMS | 7311 HAMPSHIRE DR 3 | SAINT LOUIS | MO | 63109 | 1/1/2019 | 8/1/2020 |
| KRISTY WEEMS | 722 N 35TH ST | FORT SMITH | AR | 72903 | 2/1/2020 | 6/1/2020 |
| KRISTY WEEMS | 4917 WINONA AVE 2E | SAINT LOUIS | MO | 63109 | 2/1/2017 | 10/1/2019 |
| KRISTY WEEMS | 1280 WALNUT TRL | FENTON | MO | 63026 | 9/1/2006 | 10/1/2016 |
| KRISTY WEEMS | 3448 KEOKUK ST | SAINT LOUIS | MO | 63118 | 2/1/2001 | 11/1/2013 |
| KRISTY WEEMS | 4639 S SPRING AVE | SAINT LOUIS | MO | 63116 | 12/1/2001 | 12/1/2002 |



Reference Checks

Applicant's Name: Kristy Woems Date: _____

1. Professional Reference: Homewood Suites Phone: 479-452-7100
Dates of Employment – From: _____ to: _____
How long have you known the applicant? _____ How do you know the applicant? _____
Knowing this applicant, would he/she make a good CAREGiver? _____
Using the scale of (Outstanding Good Average Poor) how would you rank him/her on:
Trustworthiness? _____ Dependability? _____ Professionalism? _____
Reliability? _____ Appearance _____
Comments: work #
Checked By: _____ Date: _____

1. Personal Reference: Monroe Fortier Phone: 314-500-9846
How long have you known the applicant? 10 yrs.
How are you associated? Co-Worker @ Thrift Store
Would you allow him/her to care for your loved one? yes
If no, why not? _____
If yes, what qualities does he/she possess that would make him/her a good CAREGiver?
passionate, easy going, great communication, understanding
Checked by: Melissa Hicks Date: 9/20/2020

2. Personal Reference: Rebekah Phone: 479-561-6042
How long have you known the applicant? 1 yr
How are you associated? co-worker @ Homewood Suites
Would you allow him/her to care for your loved one? yes
If no, why not? _____
If yes, what qualities does he/she possess that would make him/her a good CAREGiver?
So sweet + caring
Checked by: Melissa Hicks Date: 9/20/2020



Applicant's name: Kristy Weems

3. Personal Reference: _____ Phone _____

How long have you known the applicant? _____

How are you associated? _____

Would you allow him/her to care for your loved one? _____

If no, why not? _____

If yes, what qualities does he/she possess that would make him/her a good CAREGiver?

Checked by: _____ Date: _____

4. Personal Reference: _____ Phone _____

How long have you known the applicant? _____

How are you associated? _____

Would you allow him/her to care for your loved one? _____

If no, why not? _____

If yes, what qualities does he/she possess that would make him/her a good CAREGiver?

Checked by: _____ Date: _____

5. Personal Reference: _____ Phone _____

How long have you known the applicant? _____

How are you associated? _____

Would you allow him/her to care for your loved one? _____

If no, why not? _____

If yes, what qualities does he/she possess that would make him/her a good CAREGiver?

Checked by: _____ Date: _____

CAREGiver INQUIRY PHONE INTERVIEW FORM

Name of person who took the inquiry: CW Date: 9/21

INQUIRY

Interview 9/23 @ 100pm

Name: Kristy Weems Phone number: 314-546-5180

St Louis

Questions

What area do you live in? FSM How did you hear about HISC? lady there - works for us - Hotel

Have you ever applied with us before? Y N If yes, when? Terri

*Tell me what you know about Home Instead Senior Care? told her our job desc.

*Basic requirements are: 21 years of age, have your own reliable transportation, driver's license, and proof of auto insurance with your name in the policy or as a driver. -

Do you have all requirements? Yes No

*Would you be available for 4 days of training?

need to put in 2 weeks notice

Typically, Mon., Tues, Thurs. & Fri. 8:30 - 4:30 and 2-hour shift on Wed. Yes No

*Can you work with Smokers? Yes No Pets? Yes No Pit bull Males - Females Both

*What kind of Caregiving experience do you have?

CNA in St Louis - 10 years -

*What appeals to you about working for Home Instead? full time getting disability

work at hotel - Homewood Suites - fiancée' stroke - may need to work around Drs appts.

*What days/hours are you available to work? Days Evenings Overnights (Must be awake and alert)

| Monday | Tuesday | Wednesday | Thursday | Friday | Saturday | Sunday |
|-----------------|---------|-----------|----------|--------|----------|--------|
| From: <u>7a</u> | From: | From: | From: | From: | From: | From: |
| To: <u>7p</u> | To: | To: | To: | To: | To: | To: |

Application type: Paper: Give directions; inform them to have reference names and numbers.

On-Line: Gave web to fill out app
Email Address

We will receive notification when your application is completed. We will contact you once your application has been reviewed.

Do you have any questions for me? Thank you for your interest in HISC; it's been a pleasure visiting with you. I look forward to reviewing your application and meeting you in person.

* Phone interview questions for people who have already applied and their applications have been reviewed.

Build **Trust** Take the **Lead** Share your **Heart**

Each Home Instead Senior Care® franchise office is independently owned and operated. © 2015 Home Instead, Inc.

CAREGiver INQUIRY/PHONE INTERVIEW FORM



Interview Date: 9/23/20

Time: _____

Review resume. Note additional information if needed: _____

Tell me a little bit about yourself? (where are you from, hobbies, or interests?) _____

On a scale of 1-10 how comfortable are you with technology? (Give examples: using GPS or using smart phone to clock in/out etc.) 10

Did you read the CAREGiver job description? yes What particular area of service do you think would be most difficult for you to provide and why? when they pass. it's hard - connecting

Seniors are a valuable resource to us. What do you think are some important contributions they make to society? Vets, like in general - they've been through so much.

Home Instead Senior Care has an excellent reputation in our community. What do you see as your role in helping us maintain that reputation? Treat them w/ respect. Keep dignity - keep them safe.

We're a guest in a client's home. Why do you think it's important for us to help a client maintain his/her daily routine? Structure - meals - medicines - not break routine. - nap

Everyday is a different day in the Caregiver world. How would you respond to an irate client? Find out what's wrong - what triggered it? Redirect.

What would you do if a client refused to take their meds?

Try a little bit later.

The service we provide is extremely important. Tell me about a time you couldn't fulfill a work obligation. What did you do? Family emergency

Finally, tell me why you want to be a Home Instead Caregiver? _____

Very dedicated + experienced.

Poor Interview: Will be in touch. Good Interview: If hired will need to provide DL, SS Card, Vehicle Ins., Health Ins., Fingerprints (if not in AR last 5 years) Charges: Hiring Fee \$25 out of first check. Driving Record & TB Test out of pocket. Training: hours completed paid first HI payroll after training, if completes schedule accepted first week out of training; otherwise, hours paid CG first pay period. Training paid at minimum wage. Pay days are semimonthly every 8th & 23rd of each month. CG rate of pay \$9.25 for orientation and \$10.00 starting January 2020. CONFIRM EXPECTED INITIAL SCHEDULE DAYS/TIMES ON FRONT OF THIS FORM DURING FACE TO FACE INTERVIEW.

Build Trust Take the Lead Share your Heart®

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Getting To Know You

Name: Kristy Michelle Weems

How long have you lived in the Fort Smith region? 10 months

Where were you born? Mississippi Birthday: [REDACTED]

Where did you grow up? St. Louis Mo.

Hobbies: hanging out w/ friends / family / fishing / swimming
basketball / football
People Should Know That...

I could describe myself with this one word: honest

One of the most creative things I've ever done: _____

What people like most about me: my eyes / dedication

What people like least about me: can be very quiet

Something not many people know about me? Unique talent(s) or interest(s)?
love to sew

I extremely dislike... (have a strong distaste for...) or (_____ gets under my skin...)
liars

Caregiving skills I want to know more about are: _____

My hero is... _____

CAREGiver Snapshot

Name: Kersty M Weems Preferred Name: Michelle

Relationships

People who know me the best:

Spouse: Monroe Fortner Partner: _____

Children: Alexander "Alex" @ 19 Drake "16"

Parents: Christine Fitzpatrick / Jimmie Lee Weems JR.

Siblings: Sara, Christopher, Shawn, Brian, ~~Robert, Brandon, and others~~

Grandparents: All have passed away

Other: _____

Family Pets: Letty, Gidget, Charlie Brown, Guo, Dutches

3 Things to know about my family

1. I ~~was~~ raised around 13 boys (grandparents')
2. We all love vacations together
3. ~~Take~~ us kids are a year apart.

Likes

Food Mexican / Thai

Hobbies Sewing /

Books N/A

Music Rock Country

Stores Ross Burlington, Walmart

Flower/Plant Tulips

Vacations Any Beaches

Sports Baseball

Holiday's Thanksgiving

Entertainment _____

Restaurant J.J.

Color Blue

Circle the word that best describes your preferences

Salty or Sweet

Flowers or Plants

Internet or Mail

Books or Magazines

Eat in or Take Out

Coffee or Tea

Other Jobs

House keeping, retail, restaurant.

Achievements

Honor roll, perfect attendance,
~~not~~ national honor society.

When you have free time, what do you like to do?

hang out w/ family & friends

Where do you see yourself in three years?

Retire & working at a job I love &
watching my son graduate college.

How do you like to be recognized for a job well done?

Don't know.

HIReTechTM

EMPLOYEE SCREENING PROCESS

Thank you for participating in this questionnaire for the Work Opportunity Tax Credit program. Please follow the steps below to complete the survey.

Step 1:

Go To: newhire.hiretech.com
Or Call: 877-763-9447

Step 2:

Enter Employer Code: 9685

Step 3:

Title: CAREGiver

Hire Date: 09-29-20

Pay Rate \$ 10.00
No Health Ins. at this time.

Enter Location ID: 3800

Enter Social Security Number

Step 4:

Complete Survey Questions

When you have completed the survey, you will receive a reference number. Write your reference number in the space below, and return this sheet to your hiring manager.

Name: Kristy M. Weems

Reference Number: 210465357

For more information, contact Client Services:

support@hiretech.com | 855-844-3350

200 Westlake Park Blvd., Ste. 501 | Houston, Texas 77079 | www.hiretech.com



Employee Health Insurance Verification Form

I, Kristy M Weerna, verify that I do not have any form of Health Insurance as of the beginning of my employment on 09-29-20 with J & S Fry Enterprises, Inc. dba Home Instead Senior Care.

Kristy M Weerna
CAREGiver Signature

09-29-20
Date

Emily Young
Company Representative

9-29-2020
Date

Preliminary Drug Screen Result Form

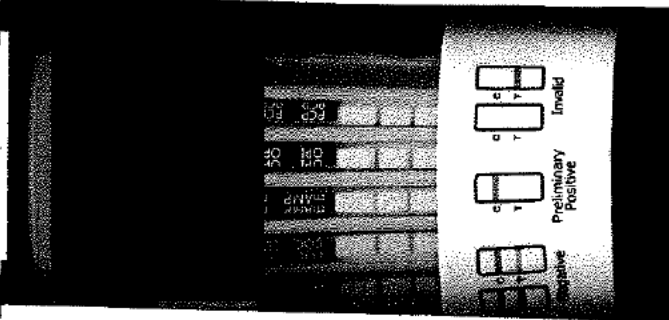
Company Information

Company Name: Home Instead Senior Care

Address: 3800 Rogers Avenue, Suite 1, Fort Smith, AR 72903

Phone: 479-434-6960

Fax: 479-434-6962



Donor Information

Donor Name: Keshy M Weems

SSN or ID#: [REDACTED]

Test Information

Reason for Test: ☒ Pre-Employment ☐ Random ☐ Post Accident ☐ Reasonable Suspicion ☐ Periodic

Date of Collection: 9/29/2020

Time of Collection: 8:45 AM/PM

Specimen Type: ☒ Urine

Temperature 90 – 100° F: ☐ YES ☐ NO

Test Lot #: W50500402

Expiration Date: 04/01/2022

Certification and Consent

I certify that the specimen provided is my own and has not been substituted or adulterated. I further agree and grant permission for the testing of my specimen for the presence of drugs and/or alcohol. Also, I hereby give permission for the release of the results of these tests to my employer/prospective employer and/or their authorized healthcare professionals.

Donor Signature: [Signature]

Date: 09-29-2020

I certify that I collected the specimen provided by the above donor and that it was not substituted or adulterated to the best of my knowledge.

Collector Signature: [Signature]

Date: 09/29/2020

Preliminary Test Results

☒ Negative for all

☐ Positive

for the drugs marked:

- ☐ Cocaine - COC
- ☐ Opiates - OPI
- ☐ Amphetamine - AMP
- ☐ Methamphetamine - mAMP
- ☐ Phencyclidine - PCP

Remarks: _____

Confirmation

Specimen Sent to Lab for GC/MS Confirmation: ☐ YES ☐ NO

Laboratory Specimen ID #: _____

CONFIDENTIAL REPORT
T SUBJECT TO PUBLIC DISCLOSURE

REPORT OF SUSPECTED DEPENDENT ADULT/ELDER ABUSE

Date Completed: 06/17/2021
 12:03:28 PM

TO BE COMPLETED BY REPORTING PARTY. PLEASE PRINT OR TYPE. SEE GENERAL INSTRUCTIONS

A. VICTIM ☐ Check this box if victim consents to disclosure of information (Ombudsman use only)

| | | | | |
|---|--|---------------------|---|-----------------------------|
| *NAME (LAST NAME FIRST): Lauderdale, Robert | | | AGE: 77 | DATE OF BIRTH [REDACTED] |
| SSN -- | GENDER <input checked="" type="checkbox"/> M <input type="checkbox"/> F | ETHNICITY White | LANGUAGE (CHECK ONE) <input type="checkbox"/> NON-VERBAL <input checked="" type="checkbox"/> ENGLISH <input type="checkbox"/> SPANISH <input type="checkbox"/> OTHER | |
| *ADDRESS (IF FACILITY, INCLUDE NAME) 6201 Crimson Ave. | | *CITY Fort Smith | *ZIP CODE 72903 | *TELEPHONE 479-551-1766 |
| *PRESENT LOCATION (IF DIFFERENT FROM ABOVE) | | *CITY | *ZIP CODE | *TELEPHONE |

Identified Vulnerabilities:

☒ LIVES ALONE ☐ LIVES WITH OTHER
☐ UNKNOWN

B. SUSPECTED ABUSER Please check if ☐ Self-Neglect

| | | | |
|--|-------------------|---|---|
| NAME OF SUSPECTED ABUSER Weems, Kristy | | <input type="checkbox"/> CARE CUSTODIAN (type) <input type="checkbox"/> HEALTH PRACTITIONER (type) | <input type="checkbox"/> PARENT <input type="checkbox"/> SON/DAUGHTER <input checked="" type="checkbox"/> OTHER None <input type="checkbox"/> SPOUSE <input type="checkbox"/> OTHER RELATION |
| ADDRESS 722 North 35th Street, Fort Smith, AR | ZIP CODE 72901 | TELEPHONE -- | GENDER <input type="checkbox"/> M <input checked="" type="checkbox"/> F |
| | | ETHNICITY White | D.O.B. [REDACTED] |
| | | Age 38 | Height 5ft 5in |
| | | Weight 230 | Eyes hazel |
| | | | Hair black |

C. REPORTING PARTY (CHECK APPROPRIATE BOX IF REPORTING PARTY WAIVES CONFIDENTIALITY) ☐ All ☐ All but victim ☐ All but perpetrator

| | | | |
|----------------------------------|----------------------------------|---|---|
| NAME (PRINT): Womack, Cynthia | Signature | Occupation Director R&E | Agency/Name of Business J&S Fry cba Home Instead |
| RELATION TO VICTIM None | Street 3800 Rogers Ave. Ste 1 | City Fort Smith | Zip Code 72903 |
| | | (Email Address) cindy.womack@homeinstead.com | Telephone 479-434-6960 ext 19-- |

D. INCIDENT INFORMATION – Address where incident occurred: 6201 Crimson Ave. Fort Smith AR 72903

Other Reporting Party Telephone Number:
 Type: ext

| | |
|--|--|
| Date/Time of Incident(s) 06/15/2021 12:51:00 PM | PLACE OF INCIDENT (CHECK ONE): <input type="checkbox"/> OWN HOME <input type="checkbox"/> COMMUNITY CENTER <input type="checkbox"/> HOSPITAL/ACUTE CARE HOSPITAL <input type="checkbox"/> HOME OF ANOTHER <input type="checkbox"/> NURSING FACILITY/SWING BED <input checked="" type="checkbox"/> OTHER multiple locations |
|--|--|

E. REPORTED TYPES OF ABUSE (/ Check All That Apply)

- PERPETRATED BY OTHERS
- SELF-NEGLECT

ABUSE RESULTED IN (/ CHECK ALL THAT APPLY) ☐ NO PHYSICAL INJURY ☐ MINOR MEDICAL CARE ☐ HOSPITALIZATION ☐ CARE PROVIDER REQUIRED
☐ DEATH ☐ MENTAL SUFFERING ☐ SERIOUS BODILY INJURY * ☒ OTHER (SPECIFY) financial loss ☐

F. REPORTER'S OBSERVATIONS, BELIEFS, AND STATEMENTS BY VICTIM IF AVAILABLE. DOES ALLEGED PERPETRATOR STILL HAVE ACCESS TO VICTIM? DOES THE ALLEGATION INVOLVE A SERIOUS BODILY INJURY (see definition in section "Reporting Responsibilities and Time Frames" within the General Instructions)? PROVIDE ANY KNOWN TIME FRAME (2 days, 1 week, ongoing, etc.) LIST ANY POTENTIAL DANGER FOR INVESTIGATOR (animals, weapons, communicable diseases, etc.).

☐ CHECK IF MEDICAL, FINANCIAL, PHOTOGRAPHS OR OTHER SUPPLEMENTAL INFORMATION IS ATTACHED:

SITUATION:

Daughter (Cindy Rowden) of client (Robert Lauderdale) reported on 6-15-21 that caregiver, Kristy Weems, had stolen around \$2,000 from her dad. She sent copies of bank charges to our office. Jonathan Fry, owner of J&S Fry Enterprises, Inc. dba Home Instead Senior Care, delivered a check to daughter in the amount of \$2,043.42 on 6-16-21. Kristy made multiple purchases between April 9th and May 24th when she was providing care to the client in his home.

BEST TIME TO REACH:

between 8am and 5pm

AP DOES NOT HAVE ACCESS TO AV:

SAFETY CONCERNS:**G. OTHER PERSONS BELIEVED TO HAVE KNOWLEDGE OF ABUSE.** (e.g. family, significant others, neighbors, medical providers, and agencies involved etc.)

| | | | |
|-----------------------|---|---------------|--------------------------|
| NAME Rowden, Cindy | ADDRESS 555 North Broyles Ave. Fayetteville AR 72704 | TELEPHONE NO. | RELATIONSHIP Daughter |
|-----------------------|---|---------------|--------------------------|

H. FAMILY MEMBER OR OTHER PERSON RESPONSIBLE FOR VICTIM'S CARE. (If unknown, list contact person)

| | | | |
|--------------|---|----------|---------------|
| Name | If contact person only check <input type="checkbox"/> | | Relationship |
| Address | City | Zip Code | Telephone No. |
| Other phone: | | | |

IE OF OFFICIAL CONTACTED BY PHONE:

TELEPHONE:

DATE/TIME:

WRITTEN REPORT Enter information about the agencies receiving this report.

| | | |
|------------------------|------------------|--|
| ENCY NAME (CONTACT) | ADDRESS or FAX # | <input type="checkbox"/> DATE MAILED: <input type="checkbox"/> DATE FAXED: |
| ENCY NAME (CONTACT) | ADDRESS or FAX # | <input type="checkbox"/> DATE MAILED: <input type="checkbox"/> DATE FAXED: |
| ENCY NAME (CONTACT) | ADDRESS or FAX # | <input type="checkbox"/> DATE MAILED: <input type="checkbox"/> DATE FAXED: |

AGENCY USE ONLY ☐ TELEPHONE REPORT ☒ WRITTEN REPORT

REPORT RECEIVED BY: DATE/ TIME: 06/17/2021 12:03:28 PM

ASSIGNED
Approved by: Assigned to (optional):

SPS/Ombudsman/Law Enforcement Case File Number: ReportID #82305 Other Case #

COVER PAGE

IN THE CIRCUIT COURT OF PULASKI COUNTY, ARKANSAS
CIVIL DIVISION

STATE OF ARKANSAS, *ex rel.*
LESLIE RUTLEDGE, ATTORNEY GENERAL

PLAINTIFF

v. CASE NO. _____

KRISTY MICHELLE WEEMS

DEFENDANT

COMPLAINT

EXHIBIT B

Van Buren Police Department

800 Fayetteville Road, VAN BUREN, AR 72956

Offense / Incident Report

Report Date **05/25/2021 1701** Type of Incident **THEFT BY DECEPTION** Complaint No. **2021-1624** Case Status **OPEN/ACTIVE CASE**

Occurred on **09/21/2020 1818** to **05/25/2021 1818**

Incident Location

Street Address **2313 KIBLER ROAD #2** City **VAN BUREN** State **AR** Zip Code **72956**
Sector **3** Precinct **VB** Geo **Ward 2** Latitude **Primary Location**
Neighborhood **Jurisdiction VBPD** Longitude **Secondary Location**

Dispatch Information

Received Date / Time **05/25/2021 1701** Call Received Via **LOBBY** Dispatched Date / Time **05/25/2021 1701** Call Dispatched As **WALK IN REPORT / PD LO**
Arrived Date / Time **05/25/2021 1705** Departed Date / Time **05/25/2021 1717** Offense Category **TTY Ref.#** TeleType Operator

Officers

| ID | Name | Role | Primary | Arrived Scene | Departed Scene |
|-----|-----------------|---------------|-------------------------------------|-----------------|----------------|
| 415 | MARSH, WESLEY | INVESTIGATION | <input checked="" type="checkbox"/> | 05/26/2021 0748 | |
| 467 | Hardwick, Caleb | REPORTING | <input checked="" type="checkbox"/> | | |

Offenses

| Charge | Cause Number | Local Code | Jurisdiction | State Statute | State Charge Code | Category |
|--------------------|--------------|------------|----------------------|---------------|-------------------|----------|
| THEFT BY DECEPTION | | | | 5-36-103 | | |
| | | | CRAWFORD CO DISTRICT | D FEL | | |

Offense / Incident Narrative

On May 25, I Ofc. Hardwick took a walk-in report at the PD. I made contact with Lynn Curry who told me that her aid has been stealing from her. Curry is 75 and needs an aid to help her go shopping and other things around the house. Curry provided a bank record of all the transactions since September 1st. Curry claimed she doesn't go to the ATM because she doesn't carry cash. Curry said her aid's first name is Christy but she calls her Chrissy but does not know her last name. Curry said Christy is employed out of Home Instead Senior Care. Curry said she will bring more information on Friday the 28th.

Property

| Quantity | Description | Make | Model | S/N | Ref. No. | Prop Status | Recovered ID/Date | Disposition | Value |
|----------|------------------------|------|-------|-----|----------|-------------|-------------------|-------------|----------|
| 1.00 | BANK RECORDS | | | | | EVIDENCE | | | 1.00 |
| 2,020.50 | AMOUNT OF MONEY STOLEN | | | | | EVIDENCE | | | 2,020.50 |

Reporting Officer **467 Hardwick, Caleb**

Approving Officer (I) **433 EVERSELE, DONALD**

(Cover Pages Only)

Van Buren Police Department

800 Fayetteville Road, VAN BUREN, AR 72956

Offense / Incident Report

Report Date
05/25/2021 1701

Type of Incident
THEFT BY DECEPTION

Complaint No.
2021-1624

Case Status
**OPEN/ACTIVE
CASE**

| Quantity | Description | Make | Model | S/N | Ref. No. | Prop Status | Recovered ID/Date | Disposition | Value |
|----------|-----------------------|------|-------|-----|----------|--------------|-------------------|-------------|-------|
| 1.00 | PRICE CUTTER VIDEO | | | | | EVIDEN CE | | | 1.00 |
| 1.00 | CITZENS VIDEO | | | | | EVIDEN CE | | | 1.00 |

| | | | |
|------------------------|---|--------------------|----------|
| Number of Line Items | 4 | Total Value | 2,023.50 |
| Number of Recov. Items | 0 | Total Recov. Value | 0.00 |

Reporting Party / Complainant

| | | | | | | | |
|----------------------------------|------|-----|-----|-----|----------|-----|---------|
| Name (Last, First Middle Suffix) | Race | Sex | DOB | Age | Juvenile | SSN | Moniker |
| CURRY, LYNN MARGARET | W | F | | 74 | N | | |

Addresses

| | | | | | |
|------|---------------------|-----------|-------|----------|---------|
| Type | Street Address | City | State | Zip Code | Country |
| | 2313 KIBLER ROAD #2 | VAN BUREN | AR | 72956 | USA |

Phone Numbers

| | | |
|------|----------------|---------|
| Type | Phone | Ext/PIN |
| CELL | (479) 312-3711 | |

Email Addresses

| | |
|------|---------------|
| Type | Email Address |
|------|---------------|

| | | | | | | | | |
|-----------------|----------|-------|---------|--------------|----------------|-----------------|-----------|----------|
| Drivers License | Type | State | Expires | Restrictions | Marital Status | Resident Status | Ethnicity | Language |
| | OPERATOR | AR | | OTHER | SINGLE | R | N | |

Victim / Person

| | | | | | | | |
|----------------------------------|------|-----|-----|-----|----------|-----|---------|
| Name (Last, First Middle Suffix) | Race | Sex | DOB | Age | Juvenile | SSN | Moniker |
| CURRY, LYNN MARGARET | W | F | | 74 | N | | |

| | | | | | |
|----------------------------------|---------------------|--------------------|-----------------------|--|---------------------|
| <input type="checkbox"/> Injured | Medical Care Sought | Treatment Location | Treatment Disposition | <input checked="" type="checkbox"/> Willing to Prosecute | Relation to Suspect |
| | Other Injury | | | | ACQUAINTANCE |

Addresses

| | | | | | |
|------|---------------------|-----------|-------|----------|---------|
| Type | Street Address | City | State | Zip Code | Country |
| | 2313 KIBLER ROAD #2 | VAN BUREN | AR | 72956 | USA |

Phone Numbers

| | | |
|------|----------------|---------|
| Type | Phone | Ext/PIN |
| CELL | (479) 312-3711 | |

Email Addresses

| | |
|------|---------------|
| Type | Email Address |
|------|---------------|

| | | | | | | | | |
|-----------------|----------|-------|---------|--------------|----------------|-----------------|-----------|----------|
| Drivers License | Type | State | Expires | Restrictions | Marital Status | Resident Status | Ethnicity | Language |
| | OPERATOR | AR | | OTHER | SINGLE | R | N | |

Physical Description

| | | | | | | | | |
|--------|--------|-------|------------|------------|------|-----------------|----------------|-------|
| Height | Weight | Build | Skin Color | Complexion | Eyes | Type of Eyewear | Place of Birth | State |
| | | | | | BLUE | | City | |

Reporting Officer **467 Hardwick, Caleb**

Approving Officer (I) **433 EVERSELE, DONALD**

(Cover Pages Only)

Van Buren Police Department

800 Fayetteville Road, VAN BUREN, AR 72956

Offense / Incident Report

Report Date
05/25/2021 1701

Type of Incident
THEFT BY DECEPTION

Complaint No.
2021-1624

Case Status
**OPEN/ACTIVE
CASE**

| | | | | | | | |
|--------------|-------------|------------|-------|----------|------------|------------|---------|
| Hair | Hair Length | Hair Style | Beard | Mustache | Side Burns | Mannerisms | Country |
| BROWN | | | | | | | |

Employment

Company Name
UNEMPLOYED

Job Title

Schedule

Street Address

City

State

Zip Code

Phone No.

Ext

Suspect Information

| | | | | | | | | |
|----------------------------------|----------|----------|---------|--------------|----------------|-----------------|-----------|----------|
| Name (Last, First Middle Suffix) | Race | Sex | DOB | Age | Juvenile | SSN | Moniker | |
| CHRISTY | U | F | | 18-98 | N | | | |
| Drivers License | Type | State | Expires | Restrictions | Marital Status | Resident Status | Ethnicity | Language |
| | | | | | | U | U | |

Charges

| | | |
|---------------------------|--------------|-----------------------------|
| Charge | Type Class | Jurisdiction |
| THEFT BY DECEPTION | D FEL | CRAWFORD CO DISTRICT |

Suspect Information

| | | | | | | | |
|----------------------------------|----------|----------|-----|--------------|----------|-----|---------|
| Name (Last, First Middle Suffix) | Race | Sex | DOB | Age | Juvenile | SSN | Moniker |
| WEEMS, KRISTY MICHELLE | U | F | | 18-98 | N | | |

Addresses

| | | | | | |
|------|------------------------------|-------------------|-----------|--------------|------------|
| Type | Street Address | City | State | Zip Code | Country |
| | 722 NORTH 35TH STREET | FORT SMITH | AR | 72903 | USA |

Phone Numbers

| | | |
|-------------|-----------------------|---------|
| Type | Phone | Ext/PIN |
| CELL | (314) 546-5180 | |

Email Addresses

| | |
|------|---------------|
| Type | Email Address |
| | |

| | | | | | | | | |
|-----------------|------|-------|---------|--------------|----------------|-----------------|-----------|----------|
| Drivers License | Type | State | Expires | Restrictions | Marital Status | Resident Status | Ethnicity | Language |
| UNKNOWN | | | | | | U | U | |

Charges

| | | |
|---------------------------|--------------|-----------------------------|
| Charge | Type Class | Jurisdiction |
| THEFT BY DECEPTION | D FEL | CRAWFORD CO DISTRICT |

Reporting Officer **467 Hardwick, Caleb**

Approving Officer (I) **433 EVERSELE, DONALD**

(Cover Pages Only)

Van Buren Police Department

800 Fayetteville Road, VAN BUREN, AR 72956

Offense / Incident Report

Report Date
05/25/2021 1701

Type of Incident
THEFT BY DECEPTION

Complaint No.
2021-1624

Case Status
**OPEN/ACTIVE
CASE**

Supplemental Report

| | | | | |
|--------------------------|---|------------------|--|---|
| Supp. No. 0001 | Date / Time 5/26/2021 6:00 PM | ID 429 | Officer Name ARREDONDO, JONATHAN M | Secondary ID / Officer Name 429 ARREDONDO, JONATHAN M |
|--------------------------|---|------------------|--|---|

ADD PROPERTY ITEM/S

On 5/26/2021 I, Ofc. J. Arredondo, met with Lynn Curry in the lobby of the police department. Curry stated that she had gotten the information for the suspect involved in her case. She also advised that suspect, Kristy Michelle Weems, payed her \$600.00 back on 5/26/2021. Curry said that Weems has agreed to pay back the rest of the money by June 9th. She also stated that Jonathan Fry, Owner of Homestead, is going to be opening an investigation on Weems. I made copies of the forms that Curry had provided and attached them to the report. Curry is still wanting to press charges against Weems.

Images

| | | | | | |
|---|-------------------|------------------------|---------------------------|--|--------------------------|
|  | ID Number | Date / Time | Subject Type | Image / Attachment Type | Sealed |
| | Name | 05/26/2021 1800 | OFFENSE / INCIDENT | | <input type="checkbox"/> |
| | Taken Date / Time | Agency | Description | | |
|  | | | Image Captured By | Original File Name | |
| | | | - | R:\eCrash\20210526153208290.pdf | |
| | | | | | |
|  | ID Number | Date / Time | Subject Type | Image / Attachment Type | Sealed |
| | Name | 06/01/2021 1428 | OFFENSE / INCIDENT | | <input type="checkbox"/> |
| | Taken Date / Time | Agency | Description | | |
|  | | | Image Captured By | Original File Name | |
| | | | - | Scan.pdf | |
| | | | | | |

Reporting Officer **467 Hardwick, Caleb**

Approving Officer (I) **433 EVERSELE, DONALD**

(Cover Pages Only)

COVER PAGE

IN THE CIRCUIT COURT OF PULASKI COUNTY, ARKANSAS
CIVIL DIVISION

STATE OF ARKANSAS, *ex rel.*
LESLIE RUTLEDGE, ATTORNEY GENERAL

PLAINTIFF

v.

CASE NO. _____

KRISTY MICHELLE WEEMS

DEFENDANT

COMPLAINT

EXHIBIT C

Citizens Bank and Trust3110 Alma Highway
Van Buren, AR 72956
479-474-1201**INDIVIDUAL Activity Statement****LYNN M CURRY**
2314 KIBLER ROAD APT #2
VAN BUREN AR 72956-5489

Customer Number:

Account Number:

Interest Rate:

0.000000 %

Previous Statement Balance:

\$1,159.32

Average Balance:

\$730.27

Overdraft Limit:

\$0.00

| Date | Check # | Tran Code | Description | Amount | Balance |
|------------|---------|-----------|---|------------|------------|
| 09/01/2020 | | 163 | ACH Credit XXSUPP SEC SSI TREAS 310 PPD [REDACTED] | \$81.00 | \$641.59 |
| 09/03/2020 | | 163 | ACH Credit XXSOC SEC SSA TREAS 310 PPD [REDACTED] | \$722.00 | \$1,363.59 |
| 09/03/2020 | 3762 | 90 | | (\$15.00) | \$1,348.59 |
| 09/04/2020 | | 228 | POS Debit - DDA DBT CRD [REDACTED] GOLDEN CORRAL 0712 FORT SMITH AR C#4586 | (\$17.10) | \$1,331.49 |
| 09/04/2020 | 3760 | 92 | | (\$17.54) | \$1,313.95 |
| 09/04/2020 | 3765 | 90 | | (\$136.00) | \$1,177.95 |
| 09/08/2020 | | 228 | POS Debit - DDA POS DEB [REDACTED] WAL-MART #0388 2100 NORTH 62ND ST FORT SMITH AR C#4586 | (\$196.69) | \$981.26 |
| 09/10/2020 | | 939 | Recurring POS Debit DBT CRD [REDACTED] COLLETC PREMIERSAVINGS 877-769-9731 IL C#4586 | (\$14.95) | \$966.31 |
| 09/11/2020 | | 228 | POS Debit - DDA POS DEB [REDACTED] WAL-MART #0388 2100 NORTH 62ND ST FORT SMITH AR C#4586 | (\$71.96) | \$894.35 |
| 09/17/2020 | | 228 | POS Debit - DDA POS DEB [REDACTED] WAL Wal-Mart S 0016 WAL-SAMS VAN BUREN AR C#4586 | (\$11.57) | \$882.78 |
| 09/17/2020 | | 228 | POS Debit - DDA | (\$21.67) | \$861.11 |

This temporary statement from Citizens Bank and Trust is not a formal statement of your account.
These items will be reflected again on your regularly scheduled statement.

May 25, 2021

**EXHIBIT
C**

Page: 1

| | | | | | |
|------------|------|-----|--------------------------|-----------|----------|
| | | | POS DEB [REDACTED] | | |
| | | | WM SUPERCENTER | | |
| | | | Wal-Mart Super Cen | | |
| | | | FT. SMITH AR C#4586 | | |
| 09/17/2020 | 3766 | 92 | | (\$4.58) | \$856.53 |
| 09/18/2020 | | 223 | POS Credit - DDa | \$6.41 | \$862.94 |
| | | | POS CRE [REDACTED] | | |
| | | | WAL-MART #0016 SE2 | | |
| | | | VAN BUREN AR C#4586 | | |
| 09/21/2020 | | 227 | ATM Withdrawal | (\$20.00) | \$842.94 |
| | | | ATM W/D [REDACTED] | | |
| | | | Citizens Bank and Trust | | |
| | | | 1519 Fayetteville | | |
| | | | Van Buren AR C#4586 | | |
| 09/21/2020 | | 228 | POS Debit - DDA | (\$30.62) | \$812.32 |
| | | | POS DEB [REDACTED] | | |
| | | | WAL Wal-Mart S | | |
| | | | 0388 WAL-SAMS | | |
| | | | FT. SMITH AR C#4586 | | |
| 09/22/2020 | | 228 | POS Debit - DDA | (\$9.99) | \$802.33 |
| | | | DBT CRD [REDACTED] | | |
| | | | S&S SUPERSTOP CI | | |
| | | | VAN BUREN AR C#4586 | | |
| 09/23/2020 | | 228 | POS Debit - DDA | (\$30.00) | \$772.33 |
| | | | DBT CRD [REDACTED] | | |
| | | | CRICKET WIRELESS | | |
| | | | 855-246-2461 FL C#4586 | | |
| 09/28/2020 | | 228 | POS Debit - DDA | (\$44.34) | \$727.99 |
| | | | POS DEB [REDACTED] | | |
| | | | WM SUPERCENTER | | |
| | | | Wal-Mart Super Cen | | |
| | | | FT. SMITH AR C#4586 | | |
| 09/29/2020 | 3767 | 92 | | (\$6.50) | \$721.49 |
| 09/30/2020 | | 228 | POS Debit - DDA | (\$10.01) | \$711.48 |
| | | | DBT CRD [REDACTED] | | |
| | | | S&S SUPERSTOP CI | | |
| | | | VAN BUREN AR C#4586 | | |
| 09/30/2020 | | 228 | POS Debit - DDA | (\$12.32) | \$699.16 |
| | | | DBT CRD [REDACTED] | | |
| | | | ARBY S 5003037 | | |
| | | | VAN BUREN AR C#4586 | | |
| 09/30/2020 | | 228 | POS Debit - DDA | (\$38.28) | \$660.88 |
| | | | POS DEB [REDACTED] | | |
| | | | WAL Wal-Mart S | | |
| | | | 0388 WAL-SAMS | | |
| | | | FT. SMITH AR C#4586 | | |
| 10/01/2020 | | 163 | ACH Credit | \$81.00 | \$741.88 |
| | | | XXSUPP SEC SSI TREAS 310 | | |

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| 10/02/2020 | 163 | PPD [REDACTED] ACH Credit XXSOC SEC SSA TREAS 310 | \$722.00 | \$1,463.88 |
| 10/02/2020 | 228 | PPD [REDACTED] POS Debit - DDA POS DEB [REDACTED] WAL Wal-Mart S 0388 WAL-SAMS FT. SMITH AR C#4586 | (\$41.39) | \$1,422.49 |
| 10/05/2020 | 3770 | 90 | (\$136.00) | \$1,286.49 |
| 10/06/2020 | 3768 | 92 | (\$3.60) | \$1,282.89 |
| 10/08/2020 | 3771 | 90 | (\$10.50) | \$1,272.39 |
| 10/12/2020 | 228 | POS Debit - DDA POS DEB [REDACTED] WM SUPERCENTER Wal-Mart Super Cen FT. SMITH AR C#4586 | (\$3.82) | \$1,268.57 |
| 10/12/2020 | 228 | POS Debit - DDA POS DEB [REDACTED] WAL-MART #0388 2100 NORTH 62ND ST FORT SMITH AR C#4586 | (\$4.56) | \$1,264.01 |
| 10/12/2020 | 939 | Recurring POS Debit DBT CRD [REDACTED] COLLETC PREMIERSAVINGS 877-769-9731 IL C#4586 | (\$14.95) | \$1,249.06 |
| 10/14/2020 | 228 | POS Debit - DDA DBT CRD [REDACTED] S&S SUPERSTOP CI VAN BUREN AR C#4586 | (\$10.00) | \$1,239.06 |
| 10/14/2020 | 228 | POS Debit - DDA POS DEB [REDACTED] WM SUPERCENTER Wal-Mart Super Cen FORT SMITH AR C#4586 | (\$42.50) | \$1,196.56 |
| 10/14/2020 | 228 | POS Debit - DDA POS DEB [REDACTED] NNT YEAGER S H 1610 EAST MAIN VAN BUREN AR C#4586 | (\$54.86) | \$1,141.70 |
| 10/14/2020 | 228 | POS Debit - DDA DBT CRD [REDACTED] A TO Z GIFTS & MORE, L ALMA AR C#4586 | (\$79.32) | \$1,062.38 |
| 10/16/2020 | 228 | POS Debit - DDA DBT CRD [REDACTED] 246 BRAUMS STORE VAN BUREN AR C#4586 | (\$13.27) | \$1,049.11 |

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| 10/23/2020 | 939 | Recurring POS Debit DBT CRD [REDACTED] CRICKET WIRELESS 855-246-2461 FL C#4586 | (\$30.00) | \$1,019.11 |
| 10/26/2020 | 228 | POS Debit - DDA DBT CRD [REDACTED] MCDONALD S F32461 VAN BUREN AR C#4586 | (\$5.95) | \$1,013.16 |
| 10/26/2020 | 228 | POS Debit - DDA DBT CRD [REDACTED] S&S SUPERSTOP CI VAN BUREN AR C#4586 | (\$10.01) | \$1,003.15 |
| 10/26/2020 | 228 | POS Debit - DDA DBT CRD [REDACTED] 246 BRAUMS STORE VAN BUREN AR C#4586 | (\$13.27) | \$989.88 |
| 10/26/2020 | 228 | POS Debit - DDA POS DEB [REDACTED] OMO THE HUBBS 3005 ALMA HWY VAN BUREN AR C#4586 | (\$81.00) | \$908.88 |
| 10/26/2020 | 228 | POS Debit - DDA POS DEB [REDACTED] WAL-MART #0388 2100 NORTH 62ND ST FORT SMITH AR C#4586 | (\$128.25) | \$780.63 |
| 10/30/2020 | 163 | ACH Credit XXSUPP SEC SSI TREAS 310 PPD [REDACTED] | \$81.00 | \$861.63 |
| 11/03/2020 | 163 | ACH Credit XXSOC SEC SSA TREAS 310 PPD [REDACTED] | \$722.00 | \$1,583.63 |
| 11/03/2020 | 228 | POS Debit - DDA DBT CRD [REDACTED] 246 BRAUMS STORE VAN BUREN AR C#4586 | (\$13.93) | \$1,569.70 |
| 11/03/2020 | 228 | POS Debit - DDA POS DEB [REDACTED] WAL SAM S Club 8134 WAL-SAMS FT. SMITH AR C#4586 | (\$24.27) | \$1,545.43 |
| 11/04/2020 | 228 | POS Debit - DDA POS DEB [REDACTED] WAL-MART #0388 2100 NORTH 62ND ST FORT SMITH AR C#4586 | (\$143.21) | \$1,402.22 |
| 11/04/2020 | 3773 | 90 | (\$138.00) | \$1,264.22 |
| 11/06/2020 | 228 | POS Debit - DDA | (\$2.08) | \$1,262.14 |

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| 11/06/2020 | 228 | DBT CRD [REDACTED] MURPHY7330ATWALMART ALMA AR C#4586 POS Debit - DDA (\$10.02) | \$1,252.12 |
| 11/09/2020 | 3774 90 | DBT CRD [REDACTED] MURPHY7330ATWALMART ALMA AR C#4586 | \$1,232.12 |
| 11/10/2020 | 228 | POS Debit - DDA (\$15.30) | \$1,216.82 |
| 11/10/2020 | 939 | POS DEB [REDACTED] WAL-MART #0388 2100 NORTH 62ND ST FORT SMITH AR C#4586 Recurring POS Debit (\$14.95) | \$1,201.87 |
| 11/12/2020 | 3775 90 | DBT CRD [REDACTED] COLLETC PREMIERSAVINGS 877-769-9731 IL C#4586 | \$1,173.87 |
| 11/16/2020 | 228 | POS Debit - DDA (\$24.84) | \$1,149.03 |
| 11/17/2020 | 228 | POS DEB [REDACTED] WAL-MART #0016 2214 FAYETTEVILLE VAN BUREN AR C#4586 POS Debit - DDA (\$120.10) | \$1,028.93 |
| 11/20/2020 | 228 | POS DEB [REDACTED] CRICKET WIRELE 1116 E MAIN VAN BUREN AR C#4586 POS Debit - DDA (\$152.19) | \$876.74 |
| 11/20/2020 | 3676 92 | DBT CRD [REDACTED] DISH NETWORK-ONE TIME 800-333-3474 CO C#4586 | \$828.85 |
| 11/23/2020 | 228 | POS Debit - DDA (\$6.97) | \$821.88 |
| 11/23/2020 | 228 | DBT CRD [REDACTED] 246 BRAUMS STORE VAN BUREN AR C#4586 POS Debit - DDA (\$19.95) | \$801.93 |
| 11/23/2020 | 939 | DBT CRD [REDACTED] AT&T *PAYMENT 800-288-2020 TX C#4586 Recurring POS Debit (\$30.00) | \$771.93 |
| 11/25/2020 | 223 | DBT CRD [REDACTED] CRICKET WIRELESS 855-246-2461 FL C#4586 POS Credit - DDa \$152.19 | \$924.12 |
| | | POS CRE [REDACTED] DISH NETWORK-ONE TIME | |

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| 11/25/2020 | 228 | ENGLEWOOD CO C#4586 POS Debit - DDA POS DEB [REDACTED] WM SUPERCENTER Wal-Mart Super Cen VAN BUREN AR C#4586 | (\$35.68) | \$888.44 |
| 11/27/2020 | 3678 92 | | (\$2.58) | \$885.86 |
| 11/30/2020 | 223 | POS Credit - DDa POS CRE [REDACTED] AT&T *PAYMENT 800-288-2020 TX C#4586 | \$19.95 | \$905.81 |
| 11/30/2020 | 183 | ACH Debit P183 OG&E PPD [REDACTED] | (\$63.00) | \$842.81 |
| 11/30/2020 | 228 | POS Debit - DDA DBT CRD [REDACTED] MURPHY7133ATWALMART FORT SMITH AR C#4586 | (\$14.00) | \$828.81 |
| 11/30/2020 | 228 | POS Debit - DDA DBT CRD [REDACTED] GOLDEN WOK VAN BUREN AR C#4586 | (\$29.87) | \$798.94 |
| 12/01/2020 | 163 | ACH Credit XXSUPP SEC SSI TREAS 310 PPD [REDACTED] | \$81.00 | \$879.94 |
| 12/02/2020 | 228 | POS Debit - DDA POS DEB [REDACTED] WM SUPERCENTER Wal-Mart Super Cen VAN BUREN AR C#4586 | (\$26.58) | \$853.36 |
| 12/03/2020 | 163 | ACH Credit XXSOC SEC SSA TREAS 310 PPD [REDACTED] | \$722.00 | \$1,575.36 |
| 12/04/2020 | 228 | POS Debit - DDA POS DEB [REDACTED] WM SUPERCENTER Wal-Mart Super Cen FT. SMITH AR C#4586 | (\$15.28) | \$1,560.08 |
| 12/04/2020 | 3679 90 | | (\$136.00) | \$1,424.08 |
| 12/09/2020 | 227 | ATM Withdrawal ATM W/D [REDACTED] Citizens Bank and Trust 1519 Fayetteville Van Buren AR C#4586 | (\$20.00) | \$1,404.08 |
| 12/09/2020 | 228 | POS Debit - DDA POS DEB [REDACTED] WAL-MART #0016 2214 FAYETTEVILLE | (\$77.97) | \$1,326.11 |

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| 12/10/2020 | 228 | VAN BUREN AR C#4586 POS Debit - DDA DBT CRD [REDACTED] COX KANSAS COMM 800-234-3993 KS C#4586 | (\$75.11) | \$1,251.00 |
| 12/10/2020 | 939 | Recurring POS Debit DBT CRD [REDACTED] COLLETC PREMIERSAVINGS 877-769-9731 IL C#4586 | (\$14.95) | \$1,236.05 |
| 12/14/2020 | 228 | POS Debit - DDA POS DEB [REDACTED] WAL-MART #0016 2214 FAYETTEVILLE VAN BUREN AR C#4586 | (\$51.75) | \$1,184.30 |
| 12/15/2020 | 3826 90 | | (\$50.00) | \$1,134.30 |
| 12/21/2020 | 299 | ATM Service Charge INQ SVC [REDACTED] Walmart Superc VAN BUREN AR Card# 4586 | (\$1.00) | \$1,133.30 |
| 12/21/2020 | 299 | ATM Service Charge W/D [REDACTED] 2214 FAYETTEVILLE VAN BUREN AR Card# 4586 | (\$2.00) | \$1,131.30 |
| 12/21/2020 | 227 | ATM Withdrawal ATM W/D [REDACTED] Walmart Superc 2214 FAYETTEVILLE VAN BUREN AR C#4586 | (\$62.50) | \$1,068.80 |
| 12/24/2020 | 939 | Recurring POS Debit DBT CRD [REDACTED] CRICKET WIRELESS 855-246-2461 FL C#4586 | (\$30.00) | \$1,038.80 |
| 12/28/2020 | 228 | POS Debit - DDA POS DEB [REDACTED] WAL Wal-Mart S 0016 WAL-SAMS VAN BUREN AR C#4586 | (\$45.15) | \$993.65 |
| 12/28/2020 | 3680 92 | | (\$38.03) | \$955.62 |
| 12/29/2020 | 183 | ACH Debit P183 OG&E PPD [REDACTED] | (\$58.00) | \$897.62 |
| 12/29/2020 | 228 | POS Debit - DDA DBT CRD [REDACTED] 246 BRAUMS STORE VAN BUREN AR C#4586 | (\$13.93) | \$883.69 |
| 12/31/2020 | 163 | ACH Credit | \$83.00 | \$966.69 |

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| 12/31/2020 | 163 | XXSUPP SEC SSI TREAS 310 PPD [REDACTED] ACH Credit | \$731.00 | \$1,697.69 |
| 01/04/2021 | 163 | XXSOC SEC SSA TREAS 310 PPD [REDACTED] ACH Credit | \$600.00 | \$2,297.69 |
| 01/04/2021 | 3682 | 90 | (\$136.00) | \$2,161.69 |
| 01/05/2021 | 3683 | 90 | (\$33.00) | \$2,128.69 |
| 01/06/2021 | 228 | POS Debit - DDA DBT CRD [REDACTED] COX KANSAS COMM 800-234-3993 KS C#4586 | (\$84.50) | \$2,044.19 |
| 01/06/2021 | 228 | POS Debit - DDA POS DEB [REDACTED] WAL-MART #0016 2214 FAYETTEVILLE VAN BUREN AR C#4586 | (\$170.16) | \$1,874.03 |
| 01/07/2021 | 228 | POS Debit - DDA DBT CRD [REDACTED] WALGREENS STORE 1601 F VAN BUREN AR C#4586 | (\$21.94) | \$1,852.09 |
| 01/08/2021 | 3681 | 92 | (\$10.56) | \$1,841.53 |
| 01/11/2021 | 228 | POS Debit - DDA POS DEB [REDACTED] WAL-MART #0016 2214 FAYETTEVILLE VAN BUREN AR C#4586 | (\$94.02) | \$1,747.51 |
| 01/14/2021 | 228 | POS Debit - DDA DBT CRD [REDACTED] COLLECTIONS, ETC. 620-584-8000 IL C#4586 | (\$82.21) | \$1,665.30 |
| 01/19/2021 | <i>C W Rky</i> 227 | ATM Withdrawal ATM W/D [REDACTED] Citizens Bank and Trust 1519 Fayetteville Van Buren AR C#4586 | (\$40.00) | \$1,625.30 |
| 01/19/2021 | 228 | POS Debit - DDA POS DEB [REDACTED] WM SUPERCENTER Wal-Mart Super Cen VAN BUREN AR C#4586 | (\$56.60) | \$1,568.70 |
| 01/19/2021 | 3684 | 92 | (\$15.50) | \$1,553.20 |
| 01/25/2021 | 228 | POS Debit - DDA POS DEB [REDACTED] WM SUPERCENTER Wal-Mart Super Cen | (\$23.25) | \$1,529.95 |

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| 01/25/2021 | 228 | VAN BUREN AR C#4586 POS Debit - DDA DBT CRD [REDACTED] DOMINO S 5302 501-753-4111 AR C#4586 | (\$27.22) | \$1,502.73 |
| 01/25/2021 | 228 | POS Debit - DDA POS DEB [REDACTED] CRICKET WIRELE 1116 E MAIN VAN BUREN AR C#4586 | (\$55.44) | \$1,447.29 |
| 01/25/2021 | 3827 | 90 | (\$10.00) | \$1,437.29 |
| 01/28/2021 | 183 | ACH Debit P183 OG&E PPD [REDACTED] | (\$57.00) | \$1,380.29 |
| 01/29/2021 | 228 | POS Debit - DDA POS DEB [REDACTED] WM SUPERCENTER Wal-Mart Super Cen VAN BUREN AR C#4586 | (\$97.13) | \$1,283.16 |
| 02/01/2021 | 163 | ACH Credit XXSUPP SEC SSI TREAS 310 PPD [REDACTED] | \$83.00 | \$1,366.16 |
| 02/01/2021 | 20 | DEPOSIT | \$10.40 | \$1,376.56 |
| 02/01/2021 | 299 | ATM Service Charge W/D SVC [REDACTED] 2214 FAYETTEVILLE VAN BUREN AR Card# [REDACTED] | (\$2.00) | \$1,374.56 |
| 02/01/2021 | 227 | ATM Withdrawal ATM W/D [REDACTED] Walmart Superc 2214 FAYETTEVILLE VAN BUREN AR C#4586 | (\$62.50) | \$1,312.06 |
| 02/01/2021 | 228 | POS Debit - DDA POS DEB [REDACTED] WM SUPERCENTER Wal-Mart Super Cen VAN BUREN AR C#4586 | (\$38.03) | \$1,274.03 |
| 02/03/2021 | 163 | ACH Credit XXSOC SEC SSA TREAS 310 PPD [REDACTED] | \$731.00 | \$2,005.03 |
| 02/03/2021 | 3828 | 90 | (\$136.00) | \$1,869.03 |
| 02/08/2021 | 228 | POS Debit - DDA POS DEB [REDACTED] WAL-MART #0016 2214 FAYETTEVILLE VAN BUREN AR C#4586 | (\$43.94) | \$1,825.09 |
| 02/10/2021 | 227 | ATM Withdrawal | (\$80.00) | \$1,745.09 |

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| 02/10/2021 | 228 | ATM W/D [REDACTED] Citizens Bank and Trust 1519 Fayetteville Van Buren AR C#4586 POS Debit - DDA POS DEB [REDACTED] WAL Wal-Mart S 0016 WAL-SAMS VAN BUREN AR C#4586 | (\$17.38) | \$1,727.71 |
| 02/10/2021 | 228 | POS Debit - DDA DBT CRD [REDACTED] COX KANSAS COMM 800-234-3993 KS C#4586 | (\$83.68) | \$1,644.03 |
| 02/10/2021 | 228 | POS Debit - DDA POS DEB [REDACTED] WAL-MART #0016 2214 FAYETTEVILLE VAN BUREN AR C#4586 | (\$105.48) | \$1,538.55 |
| 02/12/2021 | 299 | ATM Service Charge W/D SVC [REDACTED] 2214 FAYETTEVILLE VAN BUREN AR | (\$2.00) | \$1,536.55 |
| 02/12/2021 | 227 | Card# [REDACTED] ATM Withdrawal ATM W/D [REDACTED] Walmart Superc 2214 FAYETTEVILLE VAN BUREN AR C#4586 | (\$82.50) | \$1,454.05 |
| 02/12/2021 | 228 | POS Debit - DDA POS DEB [REDACTED] WAL Wal-Mart S 0016 WAL-SAMS VAN BUREN AR C#4586 | (\$43.64) | \$1,410.41 |
| 02/22/2021 | 227 | ATM Withdrawal ATM W/D [REDACTED] Citizens Bank and Trust 1519 Fayetteville Van Buren AR C#4586 | (\$60.00) | \$1,350.41 |
| 02/22/2021 | 228 | POS Debit - DDA POS DEB [REDACTED] DOLLARTREE 230 CLOVERLEAF PLZ VAN BUREN AR C# [REDACTED] | (\$8.71) | \$1,341.70 |
| 02/22/2021 | 228 | POS Debit - DDA DBT CRD [REDACTED] MURPHY7447ATWALMART FT. SMITH AR C# [REDACTED] | (\$17.18) | \$1,324.52 |
| 02/22/2021 | 228 | POS Debit - DDA | (\$30.58) | \$1,293.94 |

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| 02/22/2021 | 228 | POS DEB [REDACTED] WM SUPERCENTER Wal-Mart Super Cen VAN BUREN AR [REDACTED] POS Debit - DDA [REDACTED] (\$43.00) | \$1,250.94 |
| 02/23/2021 | 939 | POS DEB [REDACTED] OMO THE HUBBS 3005 ALMA HWY VAN BUREN AR C#4586 Recurring POS Debit DBT CRD [REDACTED] (\$30.00) | \$1,220.94 |
| 02/24/2021 | 227 | CRICKET WIRELESS 855-246-2461 FL C#4586 ATM Withdrawal [REDACTED] (\$80.00) ATM W/D [REDACTED] Citizens Bank and Trust 1519 Fayetteville Van Buren AR C#4586 | \$1,140.94 |
| 02/24/2021 | 228 | POS Debit - DDA [REDACTED] (\$6.48) POS DEB [REDACTED] WAL Wal-Mart S 0016 WAL-SAMS VAN BUREN AR C#4586 | \$1,134.46 |
| 02/25/2021 | 183 | ACH Debit [REDACTED] (\$57.00) P183 OG&E PPD 1730382390 | \$1,077.46 |
| 03/01/2021 | 163 | ACH Credit [REDACTED] \$83.00 XXSUPP SEC SSI TREAS 310 PPD 9101736121 | \$1,160.46 |
| 03/01/2021 | 299 | ATM Service Charge [REDACTED] (\$1.00) INQ SVC [REDACTED] Walmart Superc VAN BUREN AR Card# 4586 | \$1,159.46 |
| 03/01/2021 | 299 | ATM Service Charge [REDACTED] (\$2.00) W/D SVC [REDACTED] 2214 FAYETTEVILLE VAN BUREN AR Card# 4586 | \$1,157.46 |
| 03/01/2021 | 227 | ATM Withdrawal [REDACTED] (\$40.00) ATM W/D [REDACTED] Citizens Bank and Trust 6TH Broadway Downt Van Buren AR C#4586 | \$1,117.46 |
| 03/01/2021 | 227 | ATM Withdrawal [REDACTED] (\$102.50) ATM W/D [REDACTED] Walmart Superc 2214 FAYETTEVILLE | \$1,014.96 |

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| 03/01/2021 | 228 | VAN BUREN AR C#4586 POS Debit - DDA POS DEB [REDACTED] WAL-MART #0016 2214 FAYETTEVILLE | (\$69.57) | \$945.39 |
| 03/03/2021 | 163 | VAN BUREN AR C#4586 ACH Credit XXSOC SEC SSA TREAS 310 PPD [REDACTED] | \$731.00 | \$1,676.39 |
| 03/03/2021 3832 | 92 | | (\$43.87) | \$1,632.52 |
| 03/03/2021 3833 | 90 | | (\$136.00) | \$1,496.52 |
| 03/08/2021 | 227 | ATM Withdrawal ATM W/D [REDACTED] Citizens Bank and Trust 1519 Fayetteville Van Buren AR C#4586 | (\$120.00) | \$1,376.52 |
| 03/08/2021 | 228 | POS Debit - DDA DBT CRD [REDACTED] DOMINO S 5302 501-753-4111 AR C#4586 | (\$22.00) | \$1,354.52 |
| 03/08/2021 | 228 | POS Debit - DDA POS DEB [REDACTED] WAL-MART #0016 2214 FAYETTEVILLE VAN BUREN AR C#4586 | (\$25.90) | \$1,328.62 |
| 03/11/2021 | 228 | POS Debit - DDA DBT CRD [REDACTED] GOLDEN WOK VAN BUREN AR C#4586 | (\$35.64) | \$1,292.98 |
| 03/12/2021 | 227 | ATM Withdrawal ATM W/D [REDACTED] Citizens Bank and Trust 6TH Broadway Downt Van Buren AR C#4586 | (\$100.00) | \$1,192.98 |
| 03/15/2021 | 227 | ATM Withdrawal ATM W/D [REDACTED] Citizens Bank and Trust 1519 Fayetteville Van Buren AR C#4586 | (\$80.00) | \$1,112.98 |
| 03/15/2021 | 228 | POS Debit - DDA POS DEB [REDACTED] WAL Wal-Mart S 0016 WAL-SAMS VAN BUREN AR C#4586 | (\$9.48) | \$1,103.50 |
| 03/15/2021 | 228 | POS Debit - DDA DBT CRD [REDACTED] YEAGER S HARDWARE VAN BUREN AR C#4586 | (\$17.52) | \$1,085.98 |

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| 03/15/2021 | 228 | POS Debit - DDA DBT CRD [REDACTED] COX KANSAS COMM 800-234-3993 KS C#4586 | (\$83.68) | \$1,002.30 |
| 03/16/2021 | 299 | ATM Service Charge W/D SVC [REDACTED] 120 Cloverleaf Pla Van Buren AR Card# 4586 | (\$2.00) | \$1,000.30 |
| 03/16/2021 | 227 | ATM Withdrawal ATM W/D [REDACTED] 120 Cloverleaf Plaza 120 Cloverleaf Pla Van Buren AR C#4586 | (\$203.00) | \$797.30 |
| 03/17/2021 | 228 | POS Debit - DDA DBT CRD [REDACTED] ARBY S 5003037 VAN BUREN AR C#4586 | (\$4.41) | \$792.89 |
| 03/17/2021 | 228 | POS Debit - DDA DBT CRD [REDACTED] A TO Z GIFTS & MORE, L ALMA AR C#4586 | (\$33.69) | \$759.20 |
| 03/17/2021 | 228 | POS Debit - DDA POS DEB [REDACTED] NNT ATWOODS OF 200 HWY 64 ALMA AR C#4586 | (\$34.14) | \$725.06 |
| 03/17/2021 | 228 | POS Debit - DDA DBT CRD [REDACTED] LOWE S #2598 VAN BUREN AR C#4586 | (\$48.25) | \$676.81 |
| 03/18/2021 | 228 | POS Debit - DDA DBT CRD [REDACTED] ZAXBY S #63010 VAN BUREN AR C#4586 | (\$14.38) | \$662.43 |
| 03/19/2021 | 299 | ATM Service Charge W/D SVC [REDACTED] 2214 FAYETTEVILLE VAN BUREN AR Card# 4586 | (\$2.00) | \$660.43 |
| 03/19/2021 | 227 | ATM Withdrawal ATM W/D [REDACTED] Walmart Superc 2214 FAYETTEVILLE VAN BUREN AR C#4586 | (\$82.50) | \$577.93 |
| 03/19/2021 | 228 | POS Debit - DDA DBT CRD [REDACTED] MIKE S FURNITURE | (\$361.08) | \$216.85 |

This temporary statement from Citizens Bank and Trust is not a formal statement of your account.
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| | | | | |
|--------------------------|-----|--|------------|----------|
| 03/22/2021 | 299 | 918-427-3620 OK C#4586 ATM Service Charge INQ SVC [REDACTED] Walmart Superc VAN BUREN AR Card# 4586 | (\$1.00) | \$215.85 |
| 03/22/2021 | 228 | POS Debit - DDA DBT CRD [REDACTED] GOLDEN WOK VAN BUREN AR C#4586 | (\$23.74) | \$192.11 |
| 03/22/2021 | 228 | POS Debit - DDA POS DEB [REDACTED] WM SUPERCENTER Wal-Mart Super Cen VAN BUREN AR C#4586 | (\$39.61) | \$152.50 |
| 03/24/2021 <i>Refund</i> | 227 | ATM Withdrawal ATM W/D [REDACTED] Citizens Bank and Trust 1519 Fayetteville Van Buren AR C#4586 | (\$20.00) | \$132.50 |
| 03/24/2021 | 939 | Recurring POS Debit DBT CRD [REDACTED] CRICKET WIRELESS 855-246-2461 FL C#4586 | (\$30.00) | \$102.50 |
| 03/26/2021 | 228 | POS Debit - DDA POS DEB [REDACTED] OMO THE HUBBS 3005 ALMA HWY VAN BUREN AR C#4586 | (\$50.00) | \$52.50 |
| 03/29/2021 | 228 | POS Debit - DDA POS DEB [REDACTED] WAL-MART #0016 2214 FAYETTEVILLE VAN BUREN AR C#4586 | (\$7.08) | \$45.42 |
| 03/29/2021 | 228 | POS Debit - DDA DBT CRD [REDACTED] ZAXBY S #63010 VAN BUREN AR C#4586 | (\$14.73) | \$30.69 |
| 04/01/2021 | 163 | ACH Credit XXSUPP SEC SSI TREAS 310 PPD [REDACTED] | \$83.00 | \$113.69 |
| 04/02/2021 | 163 | ACH Credit XXSOC SEC SSA TREAS 310 PPD [REDACTED] | \$731.00 | \$844.69 |
| 04/05/2021 3834 | 90 | | (\$136.00) | \$708.69 |
| 04/06/2021 | 228 | POS Debit - DDA DBT CRD [REDACTED] COX KANSAS COMM | (\$83.67) | \$625.02 |

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May 25, 2021

Page: 14

| | | | | |
|------------|-----|---|------------|------------|
| 04/07/2021 | 163 | 800-234-3993 KS C#4586 ACH Credit TAXEIP3 IRS TREAS 310 PPD [REDACTED] | \$1,400.00 | \$2,025.02 |
| 04/07/2021 | 227 | ATM Withdrawal ATM W/D [REDACTED] Citizens Bank and Trust 1519 Fayetteville Van Buren AR C#4586 | (\$60.00) | \$1,965.02 |
| 04/07/2021 | 228 | POS Debit - DDA POS DEB [REDACTED] WAL-MART #0016 2214 FAYETTEVILLE VAN BUREN AR C#4586 | (\$34.90) | \$1,930.12 |
| 04/08/2021 | 228 | POS Debit - DDA POS DEB [REDACTED] OMO THE HUBBS 3005 ALMA HWY VAN BUREN AR C#4586 | (\$265.50) | \$1,664.62 |
| 04/09/2021 | 228 | POS Debit - DDA POS DEB [REDACTED] NST THE HOME D 5101 PHOENIX AVE FORT SMITH AR C#4586 | (\$6.56) | \$1,658.06 |
| 04/12/2021 | 299 | ATM Service Charge W/D SVC [REDACTED] 4001 PHOENIX AVE FORT SMITH AR Card# 4586 | (\$2.00) | \$1,656.06 |
| 04/12/2021 | 227 | ATM Withdrawal ATM W/D [REDACTED] 4001 PHOENIX AVE 4001 PHOENIX AVE FORT SMITH AR C#4586 | (\$63.00) | \$1,593.06 |
| 04/12/2021 | 228 | POS Debit - DDA DBT CRD [REDACTED] SQ *BOB & WANDA S WAGO Van Buren AR C#4586 | (\$7.67) | \$1,585.39 |
| 04/12/2021 | 228 | POS Debit - DDA POS DEB [REDACTED] WAL Wal-Mart S 0358 WAL-SAMS ALMA AR C#4586 | (\$11.44) | \$1,573.95 |
| 04/12/2021 | 228 | POS Debit - DDA POS DEB [REDACTED] TARGET T-2284 4001 Phoenix Ave Fort Smith AR C#4586 | (\$38.41) | \$1,535.54 |

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| | | | | |
|------------------|-----|--|------------|------------|
| 04/12/2021 | 228 | POS Debit - DDA DBT CRD [REDACTED] A TO Z GIFTS & MORE, L ALMA AR C#4586 | (\$149.92) | \$1,385.62 |
| 04/13/2021 | 228 | POS Debit - DDA POS DEB [REDACTED] TARGET T-2284 4001 Phoenix Ave Fort Smith AR C#4586 | (\$32.90) | \$1,352.72 |
| 04/14/2021 | 223 | POS Credit - DDa POS CRE [REDACTED] TARGET T-2284 4001 Phoenix Ave Fort Smith AR C#4586 | \$38.41 | \$1,391.13 |
| 04/14/2021 | 228 | POS Debit - DDA POS DEB [REDACTED] MICHAELS STORE 4155 PHOENIX AVE FORT SMITH AR C#4586 | (\$7.67) | \$1,383.46 |
| Curry 04/19/2021 | 227 | ATM Withdrawal ATM W/D [REDACTED] Citizens Bank and Trust 3110 Alma Hwy Van Buren AR C#4586 | (\$60.00) | \$1,323.46 |
| Curry 04/19/2021 | 227 | ATM Withdrawal ATM W/D [REDACTED] Citizens Bank and Trust 6TH Broadway Downt Van Buren AR C#4586 | (\$100.00) | \$1,223.46 |
| 04/19/2021 | 228 | POS Debit - DDA POS DEB [REDACTED] PRICE CUTTER F 120 CLOVERLEAF PLA VANBUREN AR C#4586 | (\$11.51) | \$1,211.95 |
| 04/19/2021 | 228 | POS Debit - DDA POS DEB [REDACTED] NNT YEAGER S H 1610 EAST MAIN VAN BUREN AR C#4586 | (\$17.55) | \$1,194.40 |
| 04/19/2021 | 228 | POS Debit - DDA POS DEB [REDACTED] WM SUPERCENTER Wal-Mart Super Cen VAN BUREN AR C#4586 | (\$17.78) | \$1,176.62 |
| 04/20/2021 | 228 | POS Debit - DDA DBT CRD [REDACTED] GOLDEN CORRAL 0712 FORT SMITH AR C#4586 | (\$8.77) | \$1,167.85 |

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| | | | | |
|------------|------|---|------------|------------|
| 04/20/2021 | 228 | POS Debit - DDA POS DEB [REDACTED] SAVERS - 1159 7751 ROGERS AVENUE FORT SMITH AR C#4586 | (\$19.70) | \$1,148.15 |
| 04/20/2021 | 3835 | | (\$29.90) | \$1,118.25 |
| 04/21/2021 | 228 | POS Debit - DDA POS DEB [REDACTED] OMO THE HUBBS 3005 ALMA HWY VAN BUREN AR C#4586 | (\$253.75) | \$864.50 |
| 04/23/2021 | 939 | Recurring POS Debit DBT CRD [REDACTED] CRICKET WIRELESS 855-246-2461 FL C#4586 | (\$30.00) | \$834.50 |
| 04/26/2021 | 227 | ATM Withdrawal ATM W/D [REDACTED] Citizens Bank and Trust 3110 Alma Hwy Van Buren AR C#4586 | (\$80.00) | \$754.50 |
| 04/26/2021 | 228 | POS Debit - DDA POS DEB [REDACTED] OMO THE HUBBS 3005 ALMA HWY VAN BUREN AR C#4586 | (\$11.00) | \$743.50 |
| 04/26/2021 | 228 | POS Debit - DDA DBT CRD [REDACTED] DOMINO S 5302 479-474-7200 AR C#4586 | (\$35.40) | \$708.10 |
| 04/27/2021 | 3836 | | (\$5.48) | \$702.62 |
| 04/28/2021 | 227 | ATM Withdrawal ATM W/D [REDACTED] Citizens Bank and Trust 1519 Fayetteville Van Buren AR C#4586 | (\$120.00) | \$582.62 |
| 04/28/2021 | 228 | POS Debit - DDA POS DEB [REDACTED] WAL Wal-Mart S 0016 WAL-SAMS VAN BUREN AR C#4586 | (\$46.83) | \$535.79 |
| 04/30/2021 | 163 | ACH Credit XXSUPP SEC SSI TREAS 310 PPD [REDACTED] | \$83.00 | \$618.79 |
| 05/03/2021 | 163 | ACH Credit XXSOC SEC SSA TREAS 310 PPD [REDACTED] | \$731.00 | \$1,349.79 |
| 05/03/2021 | 227 | ATM Withdrawal ATM W/D [REDACTED] | (\$80.00) | \$1,269.79 |

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| | | | | | |
|------------|------|----|---|------------|------------|
| | | | Citizens Bank and Trust 1519 Fayetteville Van Buren AR C#4586 | | |
| 05/03/2021 | 228 | | POS Debit - DDA | (\$2.27) | \$1,267.52 |
| | | | DBT CRD [REDACTED] | | |
| | | | YEAGER S HARDWARE | | |
| 05/03/2021 | 228 | | VAN BUREN AR C#4586 | | |
| | | | POS Debit - DDA | (\$21.92) | \$1,245.60 |
| | | | POS DEB [REDACTED] | | |
| | | | MICHAELS STORE | | |
| | | | 4155 PHOENIX AVE | | |
| 05/03/2021 | 228 | | FORT SMITH AR C#4586 | | |
| | | | POS Debit - DDA | (\$25.94) | \$1,219.66 |
| | | | POS DEB [REDACTED] | | |
| | | | WAL Wal-Mart S | | |
| | | | 0016 WAL-SAMS | | |
| 05/03/2021 | 228 | | VAN BUREN AR C#4586 | | |
| | | | POS Debit - DDA | (\$60.34) | \$1,159.32 |
| | | | POS DEB [REDACTED] | | |
| | | | TARGET T-2284 | | |
| | | | 4001 Phoenix Ave | | |
| 05/04/2021 | 3839 | 90 | Fort Smith AR C#4586 | | |
| 05/07/2021 | 228 | | POS Debit - DDA | (\$136.00) | \$1,023.32 |
| | | | DBT CRD [REDACTED] | (\$83.67) | \$939.65 |
| | | | COX KANSAS COMM | | |
| | | | 800-234-3993 KS C#4586 | | |
| 05/10/2021 | 227 | | ATM Withdrawal | (\$100.00) | \$839.65 |
| | | | ATM W/D [REDACTED] | | |
| | | | Citizens Bank and Trust | | |
| | | | 1519 Fayetteville | | |
| 05/10/2021 | 228 | | Van Buren AR C#4586 | | |
| | | | POS Debit - DDA | (\$2.15) | \$837.50 |
| | | | POS DEB [REDACTED] | | |
| | | | WAL Wal-Mart S | | |
| | | | 0016 WAL-SAMS | | |
| 05/10/2021 | 228 | | VAN BUREN AR C#4586 | | |
| | | | POS Debit - DDA | (\$4.30) | \$833.20 |
| | | | POS DEB [REDACTED] | | |
| | | | WM SUPERCENTER | | |
| | | | Wal-Mart Super Cen | | |
| 05/11/2021 | 3837 | 92 | VAN BUREN AR C#4586 | | |
| 05/14/2021 | 299 | | ATM Service Charge | (\$50.00) | \$783.20 |
| | | | W/D SVC [REDACTED] | (\$2.00) | \$781.20 |
| | | | 2208 ALMA HWY | | |
| | | | VAN BUREN AR | | |
| | | | Card# 4586 | | |

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| | | | | |
|------------|-----|---|-----------|----------|
| 05/14/2021 | 227 | ATM Withdrawal ATM W/D [REDACTED] PAI ISO 2208 ALMA HWY VAN BUREN AR C#4586 | (\$83.00) | \$698.20 |
| 05/14/2021 | 228 | POS Debit - DDA DBT CRD [REDACTED] TACO BELL 003998 VAN BUREN AR C#4586 | (\$8.85) | \$689.35 |
| 05/17/2021 | 227 | ATM Withdrawal ATM W/D [REDACTED] Citizens Bank and Trust 1519 Fayetteville Van Buren AR C#4586 | (\$80.00) | \$609.35 |
| 05/17/2021 | 228 | POS Debit - DDA DBT CRD [REDACTED] YEAGER S HARDWARE VAN BUREN AR C#4586 | (\$4.36) | \$604.99 |
| 05/17/2021 | 228 | POS Debit - DDA DBT CRD [REDACTED] S&S SUPERSTOP CI VAN BUREN AR C#4586 | (\$5.61) | \$599.38 |
| 05/17/2021 | 228 | POS Debit - DDA POS DEB [REDACTED] WAL Wal-Mart S 0016 WAL-SAMS VAN BUREN AR C#4586 | (\$5.95) | \$593.43 |
| 05/17/2021 | 228 | POS Debit - DDA POS DEB [REDACTED] OMO THE HUBBS 3005 ALMA HWY VAN BUREN AR C#4586 | (\$11.00) | \$582.43 |
| 05/17/2021 | 228 | POS Debit - DDA DBT CRD [REDACTED] YEAGER S HARDWARE VAN BUREN AR C#4586 | (\$20.75) | \$561.68 |
| 05/18/2021 | 228 | POS Debit - DDA DBT CRD [REDACTED] DOMINO S 5302 479-474-7200 AR C#4586 | (\$21.02) | \$540.66 |
| 05/24/2021 | 227 | ATM Withdrawal ATM W/D [REDACTED] Citizens Bank and Trust 1519 Fayetteville Van Buren AR C#4586 | (\$80.00) | \$460.66 |
| 05/24/2021 | 228 | POS Debit - DDA POS DEB [REDACTED] WAL-MART #0016 | (\$40.37) | \$420.29 |

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| | | | | |
|------------|-----|---|-----------|----------|
| 05/24/2021 | 939 | 2214 FAYETTEVILLE VAN BUREN AR C#4586 Recurring POS Debit DBT CRD [REDACTED] CRICKET WIRELESS 855-246-2461 FL C#4586 | (\$30.00) | \$390.29 |
|------------|-----|---|-----------|----------|

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COVER PAGE

IN THE CIRCUIT COURT OF PULASKI COUNTY, ARKANSAS
CIVIL DIVISION

STATE OF ARKANSAS, *ex rel.*
LESLIE RUTLEDGE, ATTORNEY GENERAL

PLAINTIFF

v. CASE NO. _____

KRISTY MICHELLE WEEMS

DEFENDANT

COMPLAINT

EXHIBIT D

Kristy Michelle Weems May 26, 2021
722 N. 35th St
ff. Smith, AR 72903
314-546-5180

pay back by June 9th

\$1,483.00

Class D Felony

Kristy M. Weems

Kristy M. Weems payed on account:

5-26-21 \$600.00
Balance \$ ~~883.00~~ 283.00
KMW
2021 / KMW

886
600
1486

EXHIBIT
D

COVER PAGE

IN THE CIRCUIT COURT OF PULASKI COUNTY, ARKANSAS
CIVIL DIVISION

STATE OF ARKANSAS, *ex rel.*
LESLIE RUTLEDGE, ATTORNEY GENERAL

PLAINTIFF

v.

CASE NO. _____

KRISTY MICHELLE WEEMS

DEFENDANT

COMPLAINT

EXHIBIT E



3800 Rogers Avenue
Suite 1
Fort Smith, Arkansas 72903
479.434.6960 - Office
877.538.5959 - Toll Free
479.434.6962 - Fax
HomeInstead.com/665

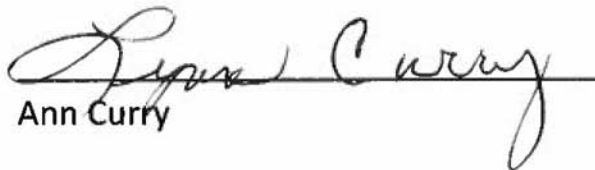
May 26, 2021

Lynn Curry
2314 Kibler Rd., Apt. 2
Van Buren, AR 72956

RE: Stolen money

Dear Ms. Curry:

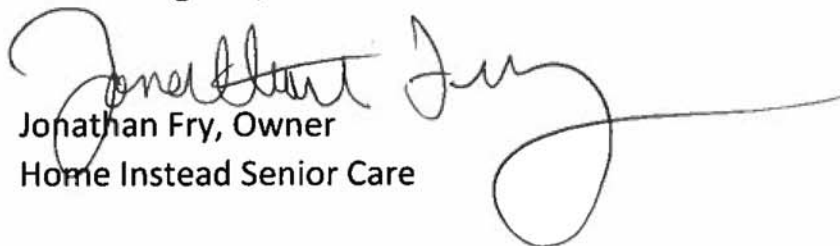
Again, I'm so terribly sorry for the financial situation you discovered this week involving our CAREGiver using your ATM card without your permission. Per your bank statements and your written confirmation, my employee took \$1,483. The employee has already paid you \$600, but I'm including a check for \$883 to FULLY reimburse you for this indiscretion. IF the employee does try to pay you back the balance, please let us know and Leslie can come to your home to collect. I'd like for you to sign this letter as proof of your receipt of my check which will make you financially whole from this situation.


Ann Curry

5/26/21
Date

Thank you so much for your help and cooperation in this matter.

Kindest regards,


Jonathan Fry, Owner
Home Instead Senior Care

**EXHIBIT
E**

J & S FRY ENTERPRISES INC.

DBA HOME INSTEAD SENIOR CARE
3800 ROGERS AVE STE 1
FORT SMITH, AR 72903-3074
479.434.6960

ARVEST[®]
BANK

arvest.com
81-87/829



5/26/2021

PAY TO THE
ORDER OF

Lynn Curry

\$ **883.00

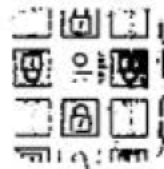
Eight Hundred Eighty-Three and 00/100*****

DOLLARS

Lynn Curry

MEMO

FULL Reimbursement for CG taking funds




AUTHORIZED SIGNATURE

Security features. Details on back.

COVER PAGE

IN THE CIRCUIT COURT OF PULASKI COUNTY, ARKANSAS
CIVIL DIVISION

STATE OF ARKANSAS, *ex rel.*
LESLIE RUTLEDGE, ATTORNEY GENERAL

PLAINTIFF

v. CASE NO. _____

KRISTY MICHELLE WEEMS

DEFENDANT

COMPLAINT

EXHIBIT F

[Begin New Search](#)

For service of process contact the [Secretary of State's office](#).

| | |
|-------------------|---|
| Corporation Name | J & S FRY ENTERPRISES, INC. |
| Fictitious Names | HOME INSTEAD SENIOR CARE |
| Filing # | 800100176 |
| Filing Type | For Profit Corporation |
| Filed under Act | Dom Bus Corp; 958 of 1987 |
| Status | Good Standing |
| Principal Address | |
| Reg. Agent | JONATHAN FRY |
| Agent Address | 3800 ROGERS AVE SUITE 1 FORT SMITH, AR 72903 |
| Date Filed | 12/21/2006 |
| Officers | JONATHAN FRY , Incorporator/Organizer C RENEE WAKEFIELD , Tax Preparer JONATHAN FRY , President STEPHANIE L. FRY , Secretary STEPHANIE FRY , Incorporator/Organizer |
| Foreign Name | N/A |
| Foreign Address | |
| State of Origin | N/A |

[Purchase a Certificate of Good
Standing for this Entity](#)

[Pay Franchise Tax for this corporation](#)

**EXHIBIT
F**

COVER PAGE

IN THE CIRCUIT COURT OF PULASKI COUNTY, ARKANSAS
CIVIL DIVISION

STATE OF ARKANSAS, *ex rel.*
LESLIE RUTLEDGE, ATTORNEY GENERAL

PLAINTIFF

v. CASE NO. _____

KRISTY MICHELLE WEEMS

DEFENDANT

COMPLAINT

EXHIBIT G

Printed By: 20167
Printed Date: 08/11/2021

PAGE:

Ft. Smith Police
Offense Report
INCIDENT NUMBER: 210039584-00

----- INCIDENT INFORMATION -----

Report Date: 06/22/2021 Time: 11:51
Reporting Officer: 4364 (BARNARD)
Reviewed By Officer: 4364 (BARNARD)
Officer Making Rpt: 4364 (BARNARD)
Supervisor: 4364 (BARNARD)
Occur/Earliest Date / Time: 05/14/2021 12:00
Location: 6201 CRIMSON AVE, FORT SMITH, AR 72901-0000
Latest Poss Date / Time: 06/12/2021 12:00
Assoc Offense #:
RD: 1301 Beat: 13 Shift: 1
CA: 01
Damaged Amount: Stolen Amount: Stolen Amount:
Disposition: Dispo Date:

----- OFFENSES -----

Offense: 36409 (THEFT OF CREDIT CARD FROM BLDG)
IBR: 23D Att/Comp: C UCR: 0670 Arson UCR:
Offense: 38213 (FRAUD USECREDCARD \$1000-25000)
IBR: 26B Att/Comp: C UCR: Arson UCR:

----- VICTIM -----

Victim #1

Name: LAUDERDALE, ROBERT W
Juvenile ?: NO
Home Address: 6201 CRIMSON AVE, FORT SMITH, AR 72901-0000
SSN: DOB: Sex: M Race: W
Hgt: Wgt: Hair: Eye:
Driver's License: State:
Employer:
Emp Address:

--- Home Contact ---
CELL # (479) 551-1766

----- WITNESS -----

Witness #1

Name: FRY, JONATHAN
Juvenile ?: NO
Home Address: 3800 ROGERS AVE, 1, FORT SMITH, AR 72901-0000
SSN: DOB: Sex: M Race: U
Hgt: Wgt: Hair: Eye:
Driver's License: State:
Employer:

EXHIBIT
G

--- Home Contact ---
CELL # (479) 957-7192

--- Home Contact ---
CELL # (479) 629-5575

--- Home Contact ---
CELL # (314) 546-5180

Stolen/Found Value: \$0

Stolen #2

Property Tag #:

Rec Type: STOLEN

UCR Type: MISCELLANEOUS

ITEMS-NOT LISTED

Brand:

Description:

Quantity:

Owner Applied Number:

Recovered Value:

Rep/Evid/Found Date: 6/22/2021 11:51

Recover/Found Date:

Property Type: MISCELLANEOUS

Model:

LPN # or Serial #:

Stolen/Found Value: \$1

TOTAL VALUE STOLEN: \$1

TOTAL VALUE RECOVERED: \$0

----- VEHICLE -----

Susp Veh #1

Date and Time Last Updated: 7/9/2021 2:09:44 PM Officer Reported ID: 4411

Record Type: SUSP VEH

Year:

Style: 4DR

Tag Type:

VIN:

Make:

Color 1: SIL

State: AR

Model:

Color 2:

License #: [REDACTED]

Date Reported: 6/22/2021

Date Recovered:

Registered Owner:

Owner Address:

Value:

Value Recovered:

TOTAL VALUE STOLEN: \$0

TOTAL VALUE RECOVERED: \$0

INCIDENT NARRATIVE

[REDACTED]
B Barnard 4364

I was sent to 6201 Crimson Avenue for a report of 2 credit card thefts and the fraudulent use of them. When I arrived I spoke to Cindy Rowden. Cindy said she helps her father in law Robert Lauderdale with his finances. When the bills for Roberts Citi and MasterCard came in they noticed a balance of \$9905 on the Citi and \$2043 on the Mastercard. The fraudulent charges began on May 14th and the billing period ended on June 12th.

During that time period a worker from Home Instead was working for Robert. Cindy had learned the worker, Kristy Weems, had been fired from the company for stealing from another client.

Jonathan Fry with Home Instead said he could be contacted if any further information would be needed.

Approved by Sgt.Lum 4533

INCIDENT SUPPLEMENTS

#:1 Date/Time Entered: 06/25/2021 14:57 Officer: STANLEY, RAYMOND

I spoke with the complainant of this report who advised that she is going to try and get me the statements from both cards. I will follow up when I am able to see when the transactions were made so that I can begin to see what institutions have video and which ones do not.

#:2 Date/Time Entered: 07/09/2021 14:14 Officer: MOUDY, BOBBY

On 07-09-21 approximately 1400 hours at 100 South 10th Street I received a call from Sara Floyd (Home Instead) who wanted to add information to the report. Ms Floyd stated she recently saw the suspect Kristy Weems in a silver passenger car bearing Arkansas tag [REDACTED]. Robert Moudy 4411

OFFENSE REPORT REVIEWED BY BARNARD, BRIAN L ON 6/22/2021 1:04:13 PM

OFFENSE REPORT APPROVED BY BARNARD, BRIAN L ON 6/22/2021 1:04:13 PM

COVER PAGE

IN THE CIRCUIT COURT OF PULASKI COUNTY, ARKANSAS
CIVIL DIVISION

STATE OF ARKANSAS, *ex rel.*
LESLIE RUTLEDGE, ATTORNEY GENERAL

PLAINTIFF

v. CASE NO. _____

KRISTY MICHELLE WEEMS

DEFENDANT

COMPLAINT

EXHIBIT H



3800 Rogers Avenue
Suite 1
Fort Smith, Arkansas 725
479.434.6960 - Office
877.538.5959 - Toll Free
479.434.6962 - Fax
HomeInstead.com/665

June 16, 2021

Cindy Rowden
555 N. Broyles
Fayetteville, AR 72704
PH:479-629-5575

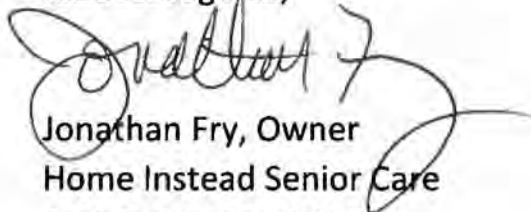
RE: Robert Lauderdale/Kristy Weems Credit Card Fraud

Dear Cindy,

I am so terribly sorry our employee fraudulently used your father's credit card. I greatly appreciate your trust and cooperation in dealing with this matter. As we discussed on the phone, I've included a check in the amount of \$2,043.42 to cover ALL of the fraudulent charges Kristy made. You've thoroughly reviewed his credit card transaction history and we have both agreed that this dollar amount will reimburse IN FULL the fraudulent charges. Your acceptance of this check and signature on this letter will show our agreement that this matter is closed.

Again, please accept my apologies in this matter; furthermore, thank you for allowing us to continue caring for your father.

Kindest regards,



Jonathan Fry, Owner
Home Instead Senior Care
Fort Smith, AR 72903
479-434-6960



**EXHIBIT
H**

J & S FRY ENTERPRISES INC.

DBA HOME INSTEAD SENIOR CARE
3800 ROGERS AVE STE 1
FORT SMITH, AR 72903-3074
479.434.6960

ARVEST
BANK

arvest.com

81-87/829



6/16/2021

PAY TO THE
ORDER OF

Cindy Rowden

\$ **2,043.42

Two Thousand Forty-Three and 42/100*****

DOLLARS

Cindy Rowden

MEMO

Credit Card Reimbursement



[Handwritten Signature]
AUTHORIZED SIGNATURE

Security features. Details on back.

ENDORSE HERE

Andy Rosen

CHECK HERE AFTER

DATE

DO NOT WRITE, STAMP
RESERVED FOR FINA

MOBILE OR REMOTE DEPOSIT

SIGN BELOW THIS LINE
FOR INSTITUTION USE #

The security features
not listed, except

and below, as well as those
industry guidelines.

RS-77

Security features:

Microprint

Watermark

True View

Visible

Invisible

Toner

Chemical

Chemical

Chemical

Chemical

Chemical

FIRST NATIONAL BANK FOR SMT

Drawer #/ Transit #

Office

Office

Office

Office

Office

138-144-1

RD OF COGE PHONS, PEG, CC,