

**UNITED STATES DISTRICT COURT
EASTERN DISTRICT OF ARKANSAS
EASTERN DIVISION**

PULASKI COUNTY MEDICAL EXCHANGE

PLAINTIFF

v.

No. 4:22-cv-00028-BRW

**MEDCOM MEDICAL MESSAGING, INC.;
CHASE WRIGHT; ANSWERMED, INC.;
PHYSICIANS ANSWERING GROUP EXCHANGE, INC.;
SECURE MEDICAL MESSAGING SERVICES, INC.;
and RONALD RAY BROCK**

DEFENDANTS

FIRST AMENDED COMPLAINT

Plaintiff Pulaski County Medical Exchange (PCME), by and through its attorneys, Cross, Gunter, Witherspoon & Galchus, P.C., for its First Amended Complaint states:

PARTIES

1. PCME is an Arkansas nonprofit corporation located at 500 S. University Avenue #311 Little Rock, Arkansas, 72205.
2. PCME is the owner and operator of a telephone answering service business that serves physicians, hospitals, and patients in the central Arkansas medical community.
3. Based on information and belief, MedCom Medical Messaging, Inc. (MedCom), is a Texas corporation located at 2711 N. Haskell, Suite # 280S, Dallas, Texas 75204, whose registered agent is Chase T. Wright (Wright).
4. Based on information and belief, Wright is actually Ronald Ray Brock (Brock), who is a resident and citizen of a state other than Arkansas and a known hijacker of telephone answering service businesses. Accordingly, all allegations referring to Wright are attributable to Brock.

5. Based on information and belief, AnswerMed, Inc. (AnswerMed), is a Texas corporation located at 3418 Alexandrite Way, Round Rock, Texas 78681, whose registered agent is Brock.

6. Based on information and belief, Physicians Answering Group Exchange, Inc. (PAGE), is a Texas corporation located at 3418 Alexandrite Way, Round Rock, Texas 78681, whose registered agent is Brock.

7. Based on information and belief, PAGE is the “parent company” of MedCom.

8. Based on information and belief, Secure Medical Messaging Services, Inc. (SMMS), is a Texas corporation located at 3418 Alexandrite Way, Round Rock, Texas 78681, whose registered agent is Brock.

9. Based on information and belief, Brock is the owner and operator of MedCom, AnswerMed, PAGE, and SMMS, and Brock uses these entities to engage in business hijacking.

JURISDICTION AND VENUE

10. The Court has diversity jurisdiction over this matter pursuant to 28 U.S.C. § 1332, because: (1) the matter in controversy exceeds the value of \$75,000, exclusive of interest and costs; and (2) is between citizens of different states.

11. The Court also has jurisdiction over this matter pursuant to 28 U.S.C. § 1331, because the claims asserted below arise under the laws of the United States. More specifically, the Defendants have violated 18 U.S.C. § 1962.

12. The venue of this action is appropriately in the Eastern District of Arkansas, pursuant to 28 U.S.C. § 1391(b), as a substantial part of the events that gave rise to these claims have occurred and continue to occur in and around Little Rock, Arkansas.

FACTS

13. In November 2021, Brock, acting on behalf of MedCom under the alias Chase Wright, contacted PCME Executive Director Derek Rudkin (Rudkin), offering to purchase PCME's answering service.

14. Over the next two months, PCME and MedCom negotiated the terms of the transaction, which were memorialized in the attached Asset Purchase Agreement and associated documents. **Exhibit No. 1, Asset Purchase Agreement.**

15. Before the parties agreed in principle to the key terms of the sale of PCME's telephone service to MedCom, Rudkin asked Wright to provide references of other telephone exchange services that Wright had purchased over the past 5 years.

16. Among those references, Wright identified Michael Heaton (Heaton) of "AnswerMed" and Richard Swanson (Swanson) of "Catholic Health Systems" as individuals who had conducted business with MedCom and provided the following contact information for Heaton: m.heaton.ky@gmail.com. **Supplemental Exhibit No. 10, Correspondence between Wright and Rudkin** (October 21-22, 2021).

17. Mr. Rudkin corresponded via email with Heaton regarding his experience with Wright and MedCom and received the following response:

"When we signed our contract there were quite a few things that we added. Each one of those items was done and all promise were kept. If I had to sell again I would definitely work with Chase again."

Supplemental Exhibit No. 11, Correspondence between Heaton and Rudkin (October 22, 2021).

18. Mr. Rudkin also corresponded with Swanson regarding his experience with Wright and MedCom and received this response, "Our transaction with MedCom and Chase was probably the easiest I've ever experienced while working with Catholic Health

Systems! . . . There were several caveats . . . every and every one of them were upheld. One of these was that all of our staff be retained in some position with MedCom.” Swanson’s email signature also contains the CHI trademark. **Supplemental Exhibit No. 12, Correspondence between Swanson and Rudkin** (October 22, 2021).

19. A few weeks later, PCME and MedCom finalized Asset Purchase Agreement with a proposed closing date of December 30, 2021.

20. In advance of that signing and in good faith to ensure the continuity of services for patients, phone numbers and certain assets were transferred into MedCom’s possession. **Exhibit No. 2, Affidavit of Derek Rudkin, ¶ 5.**

21. On December 30, 2021, the documents were electronically signed by the parties to be held by PCME’s counsel, with all parties understanding that, once PCME received the wire transfer of the purchase price, the signed Asset Purchase Agreement and associated documents would be provided to MedCom. **Exhibit No. 2, Attachment 1, Correspondence between PCME and MedCom.**

22. On December 30, 2021, PCME contacted Wright through counsel explaining the documents were signed and, further, that they would be released to Wright as soon as Rudkin provided confirmation that PCME had received the funds. **Exhibit No. 2, ¶ 13, Attachment 1, Correspondence between PCME and MedCom.** Unbeknownst to PCME and its counsel, the closing documents were inadvertently released by a third-party electronic signature service. However, Wright and MedCom knew, based on the above, that the documents were not to be released and the closing was not final until the purchase price had been delivered. **Exhibit No. 2, ¶ 13, Attachment 1, Correspondence between PCME and MedCom.**

23. On January 6, 2022, PCME contacted Wright through counsel to say PCME had still not received the wire transfer of the purchase price and that PCME's bank account did not even show a wire transfer "pending." **Exhibit No. 2, ¶ 14, Attachment 2, Correspondence between PCME and MedCom.**

24. Later that same day, Wright responded, "I'm on the phone with my bank – she says it was rejected for 'name mismatch'", then Wright assured PCME and its counsel that "I'll have them resubmit this in the morning and e-mail the MAC/Wire # to you." **Exhibit No. 2, ¶ 15, Attachment 3.**

25. Five days later, PCME had still received no funds from MedCom for the purchase price. Further, MedCom had not provided any proof of the alleged wire transfer from MedCom to PCME. **Exhibit No. 2, ¶ 16.**

26. These facts demonstrate that MedCom never intended to pay PCME for the assets. Instead, Brock used the negotiations as an illegal scheme to gain control of whatever PCME assets he could and ultimately steal those assets from PCME.

27. On the morning of January 11, 2022, notwithstanding the fact that the transaction had not closed due to lack of receipt of the purchase price and that MedCom lacked rightful control of the assets, Wright contacted Rudkin and directed him to terminate the entire first shift of employees, in direct violation of Section 1(k) of the Asset Purchase Agreement, calling them "shit employees." **Exhibit No. 2, ¶ 17, Attachment 4.**

28. On January 11, 2022, PCME sent a letter in response stating:

[PCME] still has not received the purchase price due pursuant to the Purchase Agreement executed December 30, 2021 . . . The transaction is not closed until the purchase price is received. I also understand that you have instructed that the entire first shift of

employees be terminated immediately. This is a direct violation of Section 1(k) of the Agreement.

Both of these issues represent material violations of the Agreement. Please provide proof of MedCom Medical Messaging Inc.'s cure of these material violations and compliance with the Agreement no later than 5:00 p.m. today.

Exhibit No. 3, Letter to Wright.

29. Three minutes later, Wright sent an email in response, stating:

The wire was RESUBMITTED after it was rejected.

I did keep the entire staff. The entire first shift is lazy, incompetent, and ineffective. I've had nothing but issues from them - that isn't a breach. The agreement NEVER stated we had to keep them permanantly [sic].

Exhibit No. 4, Correspondence from MedCom to PCME.

30. Shortly thereafter, PCME contacted Wright through counsel in a good faith effort to discuss the matter over the telephone. However, Wright abruptly ended the call and refused to even discuss his position.

31. Based on information and belief, later that afternoon, Wright removed every file from PCME's computer system, some of which belong to the Pulaski County Medical Society, not PCME. **Exhibit No. 2, Affidavit of Derek Rudkin at ¶ 21.**

32. Based on both Wright's behavior and MedCom's failure to pay, on the evening of January 11, 2022, PCME Board held an emergency meeting in which it revoked its authorization to proceed with the closing of the transaction, and to demand return of its assets. **Exhibit No. 2, Affidavit of Derek Rudkin at ¶ 22.**

33. On January 12, 2022, PCME formally revoked its authorization to proceed any further with the transaction and, to the extent a contract may have been formed, effectively rescinded its acceptance due to the failure of MedCom to adhere to the material

obligations in the Asset Purchase Agreement and Wright's behavior. **Exhibit No. 5.** The letter also demanded that MedCom immediately take all steps necessary to return all property and proprietary information acquired from PCME in connection with the proposed Asset Purchase Agreement, cease all communications with PCME's customers, and return any payments it may have received from PCME's customers.

34. Wright responded less than an hour later, asserting:

1. We are not relinquishing [sic] anything. We have spent countless hours programming.
2. Payment was issued via wire - it is in transit and being verified by the Federal Reserve - I have the confirmation number.
3. Calls are being answered and dispatched by my staff - nobody is impeding a ptients [sic] ability to reach their physician.

In the agreement, as stated yesterday, I agreed to keep the staff - no time period was specified and I have every right to terminate for any reason or no reason at all.

Please file in court, we look forward to a judge hearing this. The contract is signed and funds have been sent - the business is mine.

Exhibit Nos. 6A, 6B.

35. Of course, Wright and MedCom never issued payment or provided the confirmation number that he referenced in the email, and PCME never received any of the purchase price as required by the Asset Purchase Agreement. **Exhibit No. 2, Affidavit of Derek Rudkin at ¶ 25.**

36. At that point, MedCom and Wright began exercising improper control over three telephone numbers, including a direct line to Rudkin's office, that had been transferred into MedCom's possession to ensure the continuity of services through the close of the transaction. **Exhibit No. 2, Affidavit of Derek Rudkin at ¶ 26.** Though the

transaction never closed, Wright continued to control and refused to return PCME's property and assets.

37. Critically, MedCom directly impeded Arkansas patients from receiving care and treatment from their physicians. **Exhibit No. 7**, *Affidavit from Rebecca Thornsberry, RN at St. Vincent Infirmary at ¶ 6*; **Exhibit No. 8**, *Affidavit of Arkansas Medical Society President David Wroten at ¶ 8*.

38. Astoundingly, Wright attempted on at least one occasion to impersonate Rudkin to those who called Rudkin's direct office line. **Exhibit No. 8**, *Affidavit of Arkansas Medical Society President David Wroten, ¶ 7*.

39. Based on information and belief, MedCom shut down the other two call lines with the recorded message, "we're sorry our office is presently closed, please return your call later." **Exhibit No. 2**, *Affidavit of Derek Rudkin at ¶ 29*.

40. Wright and MedCom used the property and proprietary information of PCME to the detriment of PCME and the safety and wellbeing of the citizens of Arkansas who rely on PCME's service to access and obtain medical care and treatment. **Exhibit No. 8**, *Affidavit of Arkansas Medical Society President David Wroten, ¶ 8*. Numerous providers communicated disruptions to the medical service line as a result of MedCom and Wright's behavior misrepresenting the facts. *Id.*; **Exhibit Nos. 9A & 9B**.

41. On January 18, 2022, PCME filed a Motion for Temporary Restraining Order in this Court and requested an expedited hearing. *Docs. 6, 7*.

42. On or around January 27, 2022, Wright and MedCom represented to the Court they were represented by Michael Heaton, m.heaton.ky@gmail.com—which is the same Michael Heaton and the same gmail account Brock used as a business reference

during his sham negotiation with Rudkin. **Supplemental Exhibit No. 13, Correspondence with Court** (January 19, 2022 – February 2, 2022).

43. Heaton corresponded back and forth with the Court on numerous occasions to schedule the hearing on PCME's Motion for TRO. *Id.*

44. Heaton sent an email to the Court stating, "Will appear via video. I'd like to know who will attend as well so we can prepare - I believe they have some 'witnesses' and physicians that will be present." *Id.* at p. 4.

45. Undersigned counsel agreed to provide PCME's witness list on the condition that Heaton provide simple information related to where he is licensed to practice law, whether he is authorized to practice law in Arkansas, and his physical office address and contact number. *Id.* at pp. 2-4.

46. Of course, Heaton never responded to undersigned counsel's repeated requests that he identify himself.

47. On February 2, 2022, the Court scheduled a hearing for February 10 at 3:00 p.m., the date and time requested by Heaton, to take up PCME's Motion for TRO. *Id.* at p. 1.

48. On February 10, 2022, neither Heaton, nor Wright, nor any other representative of MedCom appeared in Court or via videoconference for the hearing.

49. The Court sent an email to Wright and Heaton, stating: "Hello. You haven't connected to the Teams Meeting for the TRO Hearing." **Supplemental Exhibit No. 14, Correspondence between the Court, Wright and Heaton** (February 11, 2022).

50. A few minutes later the Court received an email from Heaton, attempting to unilaterally cancel the hearing:

We will not be connecting. Mr. Wright sold the business, it closed on 1/28 and this hearing is no longer necessary. Additionally, none of the customers that this matter concerned are with MedCom at this time.

Id.

51. The Court also received the response below from Wright's email address:

AUTO-REPLY

Thank you for your e-mail. As of January 28th, MedCom has been sold. Please refer to your customer portal for additional information on who to contact with any account issues you may have.

If you need further assistance, please e-mail Greg Buyers at AnswerMed: greg@answermed.com

Chase Wright, CEO
MedCom Medical Messaging, Inc.
chase@medcomtas.com
www.medcomtas.com
(210)729-9380
(888)298-9422

Id.

52. On February 15, 2022, the Court entered an Order granting PCME's Motion for a Temporary Restraining Order. *Doc. 17*.¹

53. The Order required, among other things, that Wright and MedCom: (a) immediately return all of Plaintiff's property, including any and all customer lists and contact information; immediately cease all communications with Plaintiff's customers, including both medical providers and patients in central Arkansas; immediately cease all advertisements or communications aimed at disparaging Plaintiff or its employees, or otherwise attempting to claim control or ownership over Plaintiff's business or assets; and

¹ The Court allowed, and PCME completed, service of the TRO and the original Complaint on Defendants by email. *Docs. 18-21*.

cease making any representations claiming a possessory right to Plaintiff or any of its assets. *Id.*

54. The Order further found that the telephone numbers at issue were PCME's property and directed that the ownership, custody, and control of these numbers to be returned to Plaintiff. *Id.*

55. Fortunately, this Court's TRO allowed PCME to regain control of the hijacked telephone numbers.

56. However, the TRO has not stopped Wright and MedCom from communicating with PCME's customers.

57. On March 1, 2022, despite Defendants' representation to the Court that MedCom had been sold to "AnswerMed" (another shell company created by Brock) on January 28, 2022, and in blatant violation of the TRO, Brock began sending email blasts with bogus invoices from SMMS to PCME customers. **Supplemental Exhibit No. 15,** *with attached Emails and Invoices from SMMS to PCME Customers* (March 1, 2022).

58. The emails state "Secure Medical Messaging Services, Inc. (formerly PAGE) is requesting payment[,] and the attached invoices on PAGE letterhead state, "P.A.G.E. is the parent company of MedCom – MedCom has purchased Pulaski County Medical Exchange." *Id.*

59. Said another way, Brock used PAGE, AnswerMed, and SMMS, as a means to continue perpetuating his fraud against PCME, its customers, and this Court.

60. None of the Defendants or their purported counsel communicated any further with the Court nor filed a responsive pleading to the original Complaint, though service was made on both. *Docs. 18-21.*

61. On March 15, 2022, the Clerk of the Court entered default against Wright and MedCom. *Doc. 23*.

62. Based on information and belief, Brock has a history of similar conduct and has a reputation for hijacking other telephone answering services.

63. To mitigate the damage to its business, PCME continued providing its services without compensation to many customers that inadvertently paid Brock's bogus invoices, which resulted in PCME sustaining well over \$400,000 in damages alone.

COUNT 1 – CONVERSION

64. PCME incorporates by reference all preceding paragraphs of the First Amended Complaint as set forth herein word for word.

65. Based on information and belief, Defendants never intended to pay PCME for the assets acquired through the Asset Purchase Agreement.

66. Defendants have wrongfully committed and are wrongfully committing distinct acts of dominion over the property of PCME.

67. Indeed, before the Court entered the TRO, Defendants (1) exercised control over PCME's phone numbers when it had no intention of paying the purchase price set forth in the Asset Purchase Agreement and sent invoices and received payments from PCME's customers in advance of the closing date without authorization.

68. After the Court enter the TRO, Defendants continued invoicing and communicating with PCME's customers, representing that MedCom had been sold to PAGE and SMMS, while representing to this Court that MedCom had been sold to AnswerMed. Of course, all of these entities are controlled by Brock.

69. Defendants have committed these acts with the intent to exercise control over business assets that do not belong to them.

70. Defendants intentionally took and exercised control of PCME's property and proprietary information without paying PCME the bargained-for consideration and in violation of PCME's property rights.

71. Further, Defendants have intentionally and maliciously converted PCME's assets for their own use, benefit, and profit, including but not limited to furthering their own business interests.

72. PCME has the legal right to possess all property and proprietary information acquired by Defendants during the failed transaction, and PCME has suffered and continues to suffer actual damages as a result of Defendants' intentional illegal conduct.

COUNT 2 – FRAUD

73. PCME incorporates by reference all preceding paragraphs of the First Amended Complaint as set forth herein word for word.

74. Based upon the facts alleged, Brock acting through and in concert with MedCom (and consequently its "parent company" PAGE) made the following false representations of material fact to PCME: (1) that MedCom would pay the purchase price at closing for the assets identified in the Asset Purchase Agreement; and (2) that MedCom would retain all employees of PCME following the close of the transaction.

75. However, soon after Brock (acting as Wright) signed the Asset Purchase Agreement and assured PCME that the wire transfer of funds had been initiated, he stated his intention to terminate almost all of PCME's employees. He also never wired any funds to PCME. This conduct demonstrates that he knew that the representations were false when he made them to PCME.

76. Wright and MedCom, acting through Brock, intended to induce PCME to provide access to its property and proprietary information in reliance upon false representations.

77. PCME justifiably relied on these representations.

78. PCME has suffered damage as a result of the false representations.

COUNT 3 – TORTIOUS INTERFERENCE WITH A BUSINESS EXPECTANCY

79. PCME incorporates by reference all preceding paragraphs of the First Amended Complaint as set forth herein word for word.

80. PCME provides an essential service to numerous physicians, clinics, hospitals, and other medical care providers in central Arkansas and has valid contractual relationships and business expectancies with all of those providers.

81. Brock, through Wright and MedCom, gained knowledge of these relationships and expectancies while purporting to negotiate the purchase of PCME's telephone answering service.

82. Defendants' intentionally interfered with and attempted to cause the termination of those customer relationships and business expectancies.

83. PCME's relationships and expectancies are being disrupted and harmed every day the tortious conduct of Defendants' shell game continues.

COUNT 4 – UNAUTHORIZED ACCESS TO PROPERTY ARK. CODE ANN. § 16-118-113

84. PCME incorporates by reference all preceding paragraphs of the First Amended Complaint as set forth herein word for word.

85. A person who knowingly gains access to a nonpublic area of a commercial property and engages in an act that exceeds the person's authority to enter the nonpublic

area is liable to the owner or operator of the commercial property for any damages sustained by the owner or operator. Ark. Code Ann. § 16-118-113.

86. Defendants gained access to a nonpublic area of PCME's commercial property and knowingly engaged in action intended to conduct Defendants' business without PCME's authorization.

87. Consequently, PCME's business interests suffer everyday Defendants, particularly Brock and his entities and aliases, continue to use and have access to PCME's commercial property to communicate with PCME customers without PCME's authorization.

88. A court may award to a prevailing party in an action brought under this section one (1) or more of the following remedies:

- (1) Equitable relief;
- (2) Compensatory damages;
- (3) Costs and fees, including reasonable attorney's fees; and
- (4) In a case where compensatory damages cannot be quantified, a court may award additional damages as otherwise allowed by state or federal law in an amount not to exceed five thousand dollars (\$5,000) for each day, or a portion of a day, that a defendant has acted in violation of subsection (b) of this section, and that in the court's discretion are commensurate with the harm caused to the plaintiff by the defendant's conduct in violation of this section.

Ark. Code Ann. § 16-118-113 (e). PCME is entitled to this relief.

COUNT 5 – BREACH OF CONTRACT

89. Because the Asset Purchase Agreement was never completed, the transaction did not formally close, and authorization was revoked, it is contended that no contract exists. However, in the alternative, to the extent the Court were to conclude that the Asset Purchase Agreement validly exists, MedCom made an enforceable promise to pay the purchase price contained in the Asset Purchase Agreement, and it would retain

PCME's employees, and it has repeatedly indicated that it would not. MedCom breached that promise; and PCME has suffered damages due to MedCom's material breach.

COUNT 6 – CIVIL RICO

90. PCME incorporates by reference all preceding paragraphs of the First Amended Complaint as set forth herein word for word.

91. Under the Racketeer Influenced and Corrupt Organizations Act (RICO), it is unlawful for any person: through a pattern of racketeering activity . . . to acquire or maintain, directly or indirectly, any interest in or control of any enterprise which is engaged in, or the activities of which affect, interstate or foreign commerce[;] . . . associated with any enterprise engaged in, or the activities of which affect, interstate or foreign commerce, to conduct or participate, directly or indirectly, in the conduct of such enterprise's affairs through a pattern of racketeering activity[;] [or] to conspire to violate [these] provisions[.]" 18 U.S.C. § 1962.

92. Brock utilized MedCom, PAGE, AnswerMed, and SMMS, all of which are Texas corporations, to commit wire fraud and theft (both of which are predicate racketeering acts) with the aim of hijacking PCME's business in Arkansas.

93. Brock represented to the Court that Wright sold MedCom to AnswerMed on January 28, 2022, then later represented to PCME customers that MedCom was sold to SMMS, both of which Brock owns and controls.

94. Brock made these false representations in an effort to continue his fraud against PCME, its customers, and this Court, in an effort to evade the reach of this Court's TRO.

95. Accordingly, Brock, MedCom, PAGE, AnswerMed, and SMMS worked together on multiple occasions to commit wire fraud and hijack PCME's business.

96. The Defendants' ruse establishes an association-in-fact enterprise, within the meaning of 18 U.S.C. § 1961, which allowed and enabled the Defendants to more efficiently achieve their collective purpose.

97. The Defendants engaged in these acts for a substantial period of time and can be expected to continue to engage in these acts moving forward.

98. RICO requires those who engage in racketeering activity, including business hijacking, to pay treble damages, costs, and attorney fees to those they injure.

99. In this case, PCME has suffered a financial injury as well as injury to its future commercial interests of well over \$400,000.00, and is thus entitled to treble damages from the Defendants in an amount well over \$1,200,000.00, as well as all costs, punitive damages, and attorney fees associated with regaining control of its assets.

WHEREFORE, Plaintiff respectfully requests that the Court order Defendants to pay compensatory and punitive damages for the wanton and malicious conduct alleged herein; order Defendants to pay PCME for all costs, expenses, and attorney fees expended in litigating this matter; and grant PCME all other just and proper relief to which it is entitled.

Respectfully submitted,

M. Stephen Bingham (AR Bar # 83023)
Amber W. Bagley (AR Bar # 2004131)
Brett W. Taylor (AR Bar # 2014175)
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ATTORNEYS FOR PCME

VERIFICATION

State of Arkansas)
) ss.
County of ~~Pulaski~~)

Faulkner

I, John Tyler Baber, MD, on behalf of the Pulaski County Medical Exchange, state upon oath that I have read the statements contained in the foregoing pleading and they are true and correct to the best of my knowledge and belief.



John Tyler Baber, MD
Board President, Pulaski County Medical Exchange

7/21/2022

Date

NOTARY

Subscribed and sworn to before me this 21st day of ~~January~~ *July*, 2022.



Notary Public

My commission expires: *April 19, 2029*

TERRI MADDEN
FAULKNER COUNTY
NOTARY PUBLIC - ARKANSAS
My Commission Expires April 19, 2029
Commission No. 12370392