

## STATUTORY DURABLE POWER OF ATTORNEY

NOTICE: THE POWERS GRANTED BY THIS DOCUMENT ARE BROAD AND SWEEPING. THEY ARE EXPLAINED IN THE DURABLE POWER OF ATTORNEY ACT, SUBTITLE P, TITLE 2, ESTATES CODE. IF YOU HAVE ANY QUESTIONS ABOUT THESE POWERS, OBTAIN COMPETENT LEGAL ADVICE. THIS DOCUMENT DOES NOT AUTHORIZE ANYONE TO MAKE MEDICAL AND OTHER HEALTH-CARE DECISIONS FOR YOU. YOU MAY REVOKE THIS POWER OF ATTORNEY IF YOU LATER WISH TO DO SO. IF YOU WANT YOUR AGENT TO HAVE THE AUTHORITY TO SIGN HOME EQUITY LOAN DOCUMENTS ON YOUR BEHALF, THIS POWER OF ATTORNEY MUST BE SIGNED BY YOU AT THE OFFICE OF THE LENDER, AN ATTORNEY AT LAW, OR A TITLE COMPANY.

You should select someone you trust to serve as your agent. Unless you specify otherwise, generally the agent's authority will continue until: (1) you die or revoke the power of attorney; (2) your agent resigns, is removed by court order, or is unable to act for you; or (3) a guardian is appointed for your estate.

I, **KATHLEEN A. HART**, with an address of 300 Hidden Falls Drive, Gilmer, Texas 75645, appoint **ERIC B. JONES**, with an address of 5634 Noel Drive, Temple City, California 91780, as my agent to act for me in any lawful way with respect to all of the following powers that I have initialed below. (YOU MAY APPOINT CO-AGENTS. UNLESS YOU PROVIDE OTHERWISE, CO-AGENTS MAY ACT INDEPENDENTLY.)

TO GRANT ALL OF THE FOLLOWING POWERS, INITIAL THE LINE IN FRONT OF (O) AND IGNORE THE LINES IN FRONT OF THE OTHER POWERS LISTED IN (A) THROUGH (N).

TO GRANT A POWER, YOU MUST INITIAL THE LINE IN FRONT OF THE POWER YOU ARE GRANTING.

TO WITHHOLD A POWER, DO NOT INITIAL THE LINE IN FRONT OF THE POWER. YOU MAY, BUT DO NOT NEED TO, CROSS OUT EACH POWER WITHHELD.

- \_\_\_\_\_ (A) Real property transactions;
- \_\_\_\_\_ (B) Tangible personal property transactions;
- \_\_\_\_\_ (C) Stock and bond transactions;
- \_\_\_\_\_ (D) Commodity and option transactions;
- \_\_\_\_\_ (E) Banking and other financial institution transactions;
- \_\_\_\_\_ (F) Business operating transactions;
- \_\_\_\_\_ (G) Insurance and annuity transactions;



- \_\_\_\_ (H) Estate, trust, and other beneficiary transactions;
- \_\_\_\_ (I) Claims and litigation;
- \_\_\_\_ (J) Personal and family maintenance;
- \_\_\_\_ (K) Benefits from social security, Medicare, Medicaid, or other governmental programs or civil or military service;
- \_\_\_\_ (L) Retirement plan transactions;
- \_\_\_\_ (M) Tax matters;
- \_\_\_\_ (N) Digital assets and the content of an electronic communication;
- KAA* (O) ALL OF THE POWERS LISTED IN (A) THROUGH (N). YOU DO NOT HAVE TO INITIAL THE LINE IN FRONT OF ANY OTHER POWER IF YOU INITIAL LINE (O).

ON THE FOLLOWING LINES YOU MAY GIVE SPECIAL INSTRUCTIONS LIMITING OR EXTENDING THE POWERS GRANTED TO YOUR AGENT.

---

---

UNLESS YOU DIRECT OTHERWISE BELOW, THIS POWER OF ATTORNEY IS EFFECTIVE IMMEDIATELY AND WILL CONTINUE UNTIL IT TERMINATES.

CHOOSE ONE OF THE FOLLOWING ALTERNATIVES BY CROSSING OUT THE ALTERNATIVE NOT CHOSEN:

- (A) This power of attorney is not affected by my subsequent disability or incapacity.
- (B) This power of attorney becomes effective upon my disability or incapacity.

YOU SHOULD CHOOSE ALTERNATIVE (A) IF THIS POWER OF ATTORNEY IS TO BECOME EFFECTIVE ON THE DATE IT IS EXECUTED.

IF NEITHER (A) NOR (B) IS CROSSED OUT, IT WILL BE ASSUMED THAT YOU CHOSE ALTERNATIVE (A).

If Alternative (B) is chosen and a definition of my disability or incapacity is not contained in this power of attorney, I shall be considered disabled or incapacitated for purposes of this power of attorney if a physician certifies in writing at a date later than the date this power of attorney is executed that, based on the physician's medical examination of me, I am mentally incapable of managing my financial affairs. I authorize



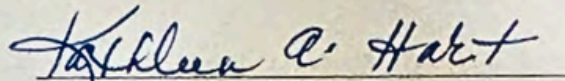
the physician who examines me for this purpose to disclose my physical or mental condition to another person for purposes of this power of attorney. A third party who accepts this power of attorney is fully protected from any action taken under this power of attorney that is based on the determination made by a physician of my disability or incapacity.

I agree that any third party who receives a copy of this document may act under it. Termination of this durable power of attorney is not effective as to a third party until the third party has actual knowledge of the termination. I agree to indemnify the third party for any claims that arise against the third party because of reliance on this power of attorney. The meaning and effect of this durable power of attorney is determined by Texas law.

If any agent named by me dies, becomes incapacitated, resigns, or refuses to act, or if my marriage to an agent named by me is dissolved by a court decree of divorce or annulment or is declared void by a court (unless I provide in this document that the dissolution or declaration does not terminate the agent's authority to act under the power of attorney), then I name the following as successor to that agent: **MARCIA MATSON**.

I do hereby expressly revoke, recall and make void all prior powers of attorney heretofore given by me.

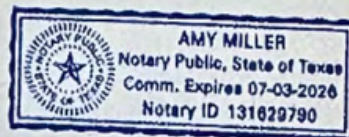
Signed on the 4<sup>th</sup> day of August, 2025.

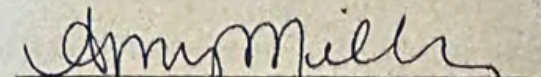
  
KATHLEEN A. HART

THE STATE OF TEXAS §

COUNTY OF GREGG §

This document was acknowledged before me on the 4<sup>th</sup> day of August, 2025, by KATHLEEN A. HART.



  
Notary Public, State of Texas



## IMPORTANT INFORMATION FOR AGENT

### Agent's Duties

When you accept the authority granted under this power of attorney, you establish a "fiduciary" relationship with the principal. This is a special legal relationship that imposes on you legal duties that continue until you resign or the power of attorney is terminated, suspended, or revoked by the principal or by operation of law. A fiduciary duty generally includes the duty to:

- (1) act in good faith;
- (2) do nothing beyond the authority granted in this power of attorney;
- (3) act loyally for the principal's benefit;
- (4) avoid conflicts that would impair your ability to act in the principal's best interest; and
- (5) disclose your identity as an agent when you act for the principal by writing or printing the name of the principal and signing your own name as "agent" in the following manner:

(Principal's Name) by (Your Signature) as Agent

In addition, the Durable Power of Attorney Act (Subtitle P, Title 2, Estates Code) requires you to:

- (1) maintain records of each action taken or decision made on behalf of the principal;
- (2) maintain all records until delivered to the principal, released by the principal, or discharged by a court; and
- (3) if requested by the principal, provide an accounting to the principal that, unless otherwise directed by the principal or otherwise provided in the Special Instructions, must include:
  - (A) the property belonging to the principal that has come to your knowledge or into your possession;
  - (B) each action taken or decision made by you as agent;
  - (C) a complete account of receipts, disbursements, and other actions of you as agent that includes the source and nature of each receipt, disbursement, or action, with receipts of principal and income shown separately;
  - (D) a listing of all property over which you have exercised control that includes an adequate description of each asset and the asset's current value, if known to you;



- (E) the cash balance on hand and the name and location of the depository at which the cash balance is kept;
- (F) each known liability;
- (G) any other information and facts known to you as necessary for a full and definite understanding of the exact condition of the property belonging to the principal; and
- (H) all documentation regarding the principal's property.

#### Termination of Agent's Authority

You must stop acting on behalf of the principal if you learn of any event that terminates or suspends this power of attorney or your authority under this power of attorney. An event that terminates this power of attorney or your authority to act under this power of attorney includes:

- (1) the principal's death;
- (2) the principal's revocation of this power of attorney or your authority;
- (3) the occurrence of a termination event stated in this power of attorney;
- (4) if you are married to the principal, the dissolution of your marriage by a court decree of divorce or annulment or declaration that your marriage is void, unless otherwise provided in this power of attorney;
- (5) the appointment and qualification of a permanent guardian of the principal's estate unless a court order provides otherwise; or
- (6) if ordered by a court, your removal as agent (attorney in fact) under this power of attorney. An event that suspends this power of attorney or your authority to act under this power of attorney is the appointment and qualification of a temporary guardian unless a court order provides otherwise.

The authority granted to you under this power of attorney is specified in the Durable Power of Attorney Act (Subtitle P, Title 2, Estates Code). If you violate the Durable Power of Attorney Act or act beyond the authority granted, you may be liable for any damages caused by the violation or subject to prosecution for misapplication of property by a fiduciary under Chapter 32 of the Texas Penal Code.

THE AGENT, BY ACCEPTING OR ACTING UNDER THE APPOINTMENT, ASSUMES THE FIDUCIARY AND OTHER LEGAL RESPONSIBILITIES OF AN AGENT.

## PLACEHOLDER FOR PHYSICIAN'S LETTER

A letter from the attending physician confirming that an in-person visit is medically contraindicated for Ms. Hart will be inserted here upon receipt.

CONFIRMATION OF ADULT PROTECTIVE SERVICES (APS) CASE  
#80404096



Eric Jones <eric@recovery-compass.org>

---

**Automatic reply: APS 80404096 — Immediate Welfare Check & Fraud-Hold Coordination for Elder Exploitation (300 Hidden Falls Dr, Gilmer)**

1 message

---

**DFPS Office of Consumer Affairs**

<OCA@dfps.texas.gov>

Sun, Aug 17, 2025 at

6:27 AM

To: Eric Jones <eric@recovery-compass.org>

Thank you for contacting the Department of Family and Protective Services (DFPS) Office of Consumer Affairs (OCA) with your concerns. Our office responds to policy related complaints regarding an open or closed case with Child Protective Investigations, Child Protective Services, Child Care Investigations and Residential Child Care Investigations, Adult Protective Services In-Home Services, and the DFPS Abuse Hotline (Statewide Intake).



We handle most inquiries or complaints that meet the criteria of our office within 30 business days although, depending on complexity and other factors, the time frame may occasionally be longer. At the conclusion we will send a letter advising you of our findings. There are strict laws regarding the confidentiality of DFPS records. This may limit the amount of information we are able to share with you in our letter of findings and any other communications regarding your inquiry or complaint.

If your question or complaint is not within the responsibilities of this office, we will attempt to route your concern to the appropriate program, division, or agency for review and handling.

This may be the final response that you receive from our office. If you would like information on whether your inquiry/complaint meets the criteria for our office to review or if you have any questions, you may contact the OCA at 1-800-720-7777, Monday through Friday 8:00 am to 4:30 pm.

If you need to make a report of abuse and/or neglect of a child; abuse, neglect, and/or exploitation of the elderly or an adult with a disability; or report a violation of standards in a child care facility or residential child care facility, you may contact the Department

of Family and Protective Services Abuse Hotline at 1-800-252-5400 or [www.txabusehotline.org](http://www.txabusehotline.org).

**\*\*Please note that the OCA closes for State Holidays; and as such, there may be a delay in review of your concerns on those days.**

Should you wish to complete an optional survey regarding OCA customer service and satisfaction, please visit:

<https://www.surveymonkey.com/r/ZM7W5N2>



## **Office of Consumer Affairs (OCA)**

Department of Family and Protective Services

1-800-720-7777

[www.dfps.state.tx.us](http://www.dfps.state.tx.us)

## Certification of Durable Power of Attorney by Agent

I, Eric Brakebill Jones, certify under penalty of perjury that:

I am the agent named in the Texas Statutory Durable Power of Attorney executed by Kathleen A. Hart on August 4, 2025.

The principal, Ms. Hart, is alive.

The Power of Attorney remains in full force and effect and has not been revoked, terminated, or suspended.

My authority includes banking transactions necessary to manage Ms. Hart's financial affairs and pay for her essential care.

I have no knowledge of any facts that would terminate my authority.

I agree to act in good faith within the scope of authority granted.

Executed: [City, State], [Date]

---

Eric Brakebill Jones, Agent for Kathleen A. Hart

Mobile: [Your Mobile Number] | Email: [Your Email]



Ms. Hart is a 77-year-old post-surgical patient under physician orders that preclude in-person banking. Funds from the account pay her in-home caretaker and pet care that protects sanitation and safety in the residence. A blanket freeze disables routine, legitimate payments and creates health and safety risk. We request immediate ADA accommodation for remote identity and authority verification and prompt restoration of payment capability. All supporting documents are attached, and we will cooperate in good faith with any tailored, time-limited measures.