



— RISK GROUP INC. —

Reducing Risk And Inspiring Confidence

CORPORATE OFFICE: 56 Clifton Country Road Suite 203, Clifton Park, NY 12065

2000 PGA Blvd Suite 4440, Palm Beach Gardens, FL 33408

Ph: (518) 514-AWIG (2944), (800) 579-2911; Fax: (518) 514-2947; Email: sales@allianceriskgroup.com

www.allianceriskgroup.com

CONFIDENTIAL INVESTIGATIVE REPORT

Date: November 23, 2022

Attention:

Mary Jane
ClientOne
123 Washington Street, Ozark,
NY 12345

Claimant:	John Doe
Claim #:	01234567
Alliance File #:	ARG0987654
Insured:	
Request:	Written Statement, Scene Investigation

Claimant & Background Information Provided by Client

Name	John Doe
Date of Birth	01/02/1934
Social Security Number	999-99-9999
Provided Address(s)	120 Lincoln Street, Honesdale, NJ
Telephone Number(s)	(555)555-5551
Alleged Injury(ies)	Trip and fall
Date of Loss	December 1, 2020

The Claimant allegedly tripped and fell on sidewalk.

Your office sought to obtain the following:

- *Canvass area for witnesses and obtained signed statements if possible
- *Insured statement and any employees that know anything.
- *Canvass scene and describe condition of property
- *Complete copy of insures lease agreement
- *photographs of scene

SPECIAL INSTRUCTIONS:

Please take statement from on-site Property Manager and individual who repaired sidewalk. Confirm claimant status on property?

If resident, how long has she lived there? Witnesses?

Obtain a copy of the building maintenance records and a copy of any records related to sidewalk repairs. We will need to know when those repairs were made and by whom. We will want to know employs repairman. Any written complaints from Plaintiff?

Have investigator confirm Claimant status and how long a resident to get an idea of how many times the Plaintiff walked past the condition.

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Summary of Findings

During this investigation, the Investigator traveled to the loss location of 120 Lincoln Street, Honesdale NJ and met with the Property Manager of ABC Apartments, Peter Parker. 120 Lincoln Street can be described as a 5 story, red brick faced, residential apartment building. The building is a co-op, and all units are owned. Building 43, also referred to as "Green Garden", is one of 4 buildings that make up ABC Apartments. The property was neat, clean, and orderly on both the interior and exterior. The grounds appeared to be well-manicured and taken care of.

Peter walked the Investigator to the rear of the building where the incident took place. Peter pointed out the spot on the walkway where the claimant had allegedly tripped and fell. Peter does know the claimant, Mr. Doe and did have a dialogue with him on the day of the incident. The claimant has lived on the property for 15 years. Peter explained that since the incident, the walkway has been repaired. Peter had photos of the walkway before it was repaired in which he also took measurements. Peter explained that the damage was minimal and the deepest crack only measured 3/16 of an inch. Peter attributes the claimant's fall to the shoes he was wearing, which were flip-flops and were open in the back and the front.

The Investigator took photos and measurements of the repaired walkway. Peter also explained that the repairs were done and are always done in-house by his Porters. Since the repairs are done in house, Peter explained that there is no work-orders or paperwork pertaining to the repairs.

The Investigator took a written statement from Peter regarding his involvement with the claimant on the date of loss and his history as a resident of the property. The Investigator also took a statement from the Porter, John Wick who repaired the damaged sidewalk as well as a statement from Eddie Sanchez, who is the Superintendent and was present with Peter and the claimant, on the date of loss just after the fall occurred.

Both Peter and Eddie confirmed that after several attempts from ambulance personnel to treat Mr. Doe, he refused care. Mr. Doe also signed a "Refusal Form", which the ambulance personnel had him sign refusing their care. The investigator will be submitting a foil request to Honesdale Ambulance Service in an attempt to obtain a copy of the refusal. Peter stated while speaking to the claimant, he pulled up his pant leg and he only observed a small scrape on his knee and on his left foot. Peter mentioned that after the fall he was sitting with him on the bench, and he basically told him none of this would have happened if they had fulfilled his request to have someone stay with him. Mr. Doe at the time of this incident was living alone and had put in a written request to have his daughter stay with him. Any resident that wants to have someone live with them has to put in a request. Mr. Doe's request to have his daughter live with him was denied approximately 6 months prior to this incident. Mr. Doe has a bad history when it comes to others residing with him, which is why his request was turned down. Peter stated they had issues in the past with his son, who used to live with him as well as with the son's girlfriend. The issues varied from having a dog in the apartment, which is not allowed, to loud verbal disputes, which were called in by neighbors to an actual criminal investigation in which the son's girlfriend was stealing other resident's packages.

Peter also showed the Investigator a video showing the claimant walking away under his own power after refusing care from the ambulance. Unfortunately, there is no camera angle catching Mr. Doe's actual fall on the walkway. There were also no witnesses to the fall. Peter later provided the video, claimant file and photographs he took himself before the sidewalk was repaired.

An attempt was made to obtain the ambulance refusal form the Claimant signed but that request was denied due to HIPPA laws

Please see the **Detailed Findings** section for the full statements, link to documents, and photographs.

Detailed Findings

INVESTIGATION – Thursday, October 27, 2022

The Investigator emailed the insured Peter Parker peterparker23@gmail.com requesting a time to schedule this investigation. The investigator received a call back from Peter Parker and scheduled an appointment for a scene investigation and statement for Monday November 14, 2022, at 11:00am.

INVESTIGATION – Monday, November 14, 2022

The Investigator traveled to the loss location of 120 Lincoln St, Honesdale, NJ and met with the Property Manager of ABC Apartments, Peter Parker. 120 Lincoln Street can be described as a 5 story, red brick faced, residential apartment building. The building is a co-op, and all units are owned. Building 43, also referred to as "Green Garden", is one of 4 buildings that make up ABC Apartments. The property was neat, clean, and orderly on both the interior and exterior. The grounds appeared to be well-manicured and taken care of.

Peter walked the Investigator to the rear of the building where the incident took place. Peter pointed out the spot on the walkway where the claimant had allegedly tripped and fell. Peter does know the claimant, Mr. Doe and did have a dialogue with him on the day of the incident. The claimant has lived on the property for 15 years. Peter explained that since the incident, the walkway has been repaired. Peter had photos of the walkway before it was repaired in which he also took measurements. Peter explained that the damage was minimal and the deepest crack only measured 3/16 of an inch. Peter attributes the claimant's fall to the shoes he was wearing, which were flip-flops and were open in the back and the front.

The Investigator took photos and measurements of the repaired walkway. Peter also explained that the repairs were done and are always done in-house by his Porters. Since the repairs are done in house, Peter explained that there is no work-orders or paperwork pertaining to the repairs.

The Investigator took a written statement from Peter regarding his involvement with the claimant on the date of loss and his history as a resident of the property. The Investigator also took a statement from the Porter, John Wick who repaired the damaged sidewalk as well as a statement from Eddie Sanchez, who is the Superintendent and was present with Peter and the claimant, on the date of loss just after the fall occurred.

Both Peter and Eddie confirmed that after several attempts from ambulance personnel to treat Mr. Doe, he refused care. Mr. Doe also signed a "Refusal Form", which the ambulance personnel had him sign refusing their care. The investigator will be submitting a foil request to Honesdale Ambulance Service in attempt to obtain a copy of the refusal. Peter stated while speaking to the claimant, he pulled up his pant leg and he only observed a small scrape on his knee and on his left foot.

Peter also showed the Investigator a video where the claimant walking away under his own power after refusing care from the ambulance. Unfortunately, there is no camera angle catching Mr. Doe's actual fall on the walkway. There were also no witnesses to the fall.

Peter Parker stated the following:

"On Monday November 14, 2022, at approximately 12:15pm, I Peter Parker give this statement to Matt Murdock, Field Investigator for Alliance Risk Group Inc. regarding this claim involving claimant, John Doe. I am the Property Manager here at ABC Apartments, Honesdale, New Jersey. The property consists of 120 Lincoln St and 140 Elizabeth Avenue. They are all co-ops, so they are all owned units. I have been here for 21 years. I have 4 Porters, and two Superintendent's.

This incident actually took place in the rear parking lot of building 43. The claimant is a resident and lives in 120 Lincoln Street in apartment #3A. Mr. Doe has lived on the property for approximately 15 years. He uses the rear walkways quite often because that's where his parking space is located.

On December 1, 2020 at approximately 10:35am, while I was in my office, I was alerted by the Secretary, Helen Pompeo that a resident, John Doe had fallen behind building 43, which we call "Green Garden". I then went outside and observed John sitting on the sidewalk with his back against the building. I recognized him right away and I am familiar with him. I approached him and asked him if he was ok. He said his left thigh was sore and complained that he had tripped on a crack on the sidewalk. There was no visible injury at this time. I noticed he was wearing flip-flops. I told him open back footwear can contribute to falls. He then asked me to help him up, but I told him it was in his best interest to wait till the EMT's arrive. I had called the ambulance myself at 10:40am when I observed Mr. Doe. Mr. Doe was unable to get up on his own, so to be on the safe side I wanted to wait for the ambulance. At this point I was outside with my Super, Eddie. I instructed Eddie to go to the driveway gate, which is in between 7 and 17 Lincoln Street to ensure the ambulance could gain access.

About 5 minutes later the ambulance arrived on scene. The two EMT's asked him if there was anything wrong and I don't recall him saying anything specific was wrong. My best recollection was that Mr. Doe just wanted to be helped up. The EMT's asked him if he would like to go to the hospital, but he kept refusing. They also tried to talk him into at least going into the ambulance to get checked out, but he refused that as well. Both EMT's were small in stature and Mr. Doe is a larger man, so I assisted them in helping him up and to a nearby bench that was approximately 25 feet away. Before the EMT's left the scene, they had Mr. Doe sign a refusal form.

While he was sitting on the bench, he was basically telling me this wouldn't have happened if we fulfilled his written request to have someone stay with his. Mr. Doe at the time of this incident was living alone and had put in a written request to have his daughter I believe it was, live with him. Any resident that wants to have someone live with them has to put in a request. Mr. Doe's request to have his daughter live with him was denied approximately 6 months prior to this incident. Mr. Doe has a bad history when it comes to others residing with him, which is why his request was turned down. We have had issues in the past with his son, who used to live with him as well as with the sons girlfriend. The issues varied from having a dog on the apartment, which is not allowed, to loud verbal disputes, which were called in by neighbors to an actual criminal investigation in which the sons girlfriend was stealing other residents packages, which Mr. Doe actually had to pay restitution for. This history is why Mr. Doe's request was denied.

As I was speaking to Mr. Doe, he pulled up his right pant leg and I observed a scrape mark which was not bleeding on his knee. I also observed a small scrape on his left foot along side his small toe, which was indicative of his wearing flip-flops, which are opened in the front and back. I asked him again if he needed anything and again, he said "No". At that point I left. When I left, he was still seated on the bench. I then completed an incident report.

Later the same day at approximately 3 :30pm, I was inspecting the crack where Mr. Doe stated he had fallen. I took photographs and also a measurement of the deepest crack. It measured only 3/16 of an inch. The following day the 18th, I was reinspecting the area and I saw one of our Porter's John Wick repairing sidewalk cracks in the same vicinity Mr. Doe fell. I then requested that Mr. Wick fix the crack where Mr. Doe fell as well, which he did do. There is no paperwork accompanying that repair due to it being part of his normal duties.

On September 13th I recovered video footage of Mr. Doe walking away from the bench on the day of the incident after we had spoken and the EMT's left. He walked away under his own power. We have no camera pointing to where he actually fell. I kept the video of him actually walking away because I thought it was the most important. I do not have video of his interaction with me or the paramedics because its actually recorded over. As far as I am aware, there were no witnesses to the fall. This is all the information I can provide regarding this incident."

John Wick stated the following:

“On Monday November 14, 2022, at approximately 11:10am, I, John Wick give this statement to Matt Murdock, Field Investigator for Alliance Risk Group Inc. regarding this claim involving claimant, John Doe. I am a Porter here at 120 Lincoln Street, Honesdale, New Jersey. I am a Porter for 140 Elizabeth Ave, which is where I'm assigned, but I'm employed by ABC Apartments, so I can be shuffled around to address and issue on the property. I am one of 4 Porters for the property.

One day in August, I'm not sure what exact day, I was patching some sidewalk in the rear of building 3. I noticed when I was taking out the garbage, some of the past patches I did on the walkway were chipping away. After I finished taking the garbage out, I decided to repair the patches. I do this just to keep the walkways safe for the residents and employees using them.

I first chip away any of the broken patch and debris. I then put down a concrete adhesive and then the concrete on top. The adhesive helps the concrete stick better. I then level it off and then cone it off with cones and caution tape. It sits for about a half hour to an hour depending on the humidity. I remember that day while repairing the sidewalk, the Property Manager Peter approached me and asked me to fix another area of the sidewalk I was working on. I don't recall exactly why he asked me to fix it, but it was just a small portion of the walkway about 20 feet away from where I was already working. I then fixed that area as well using the same process. I consider these repairs part of my normal duties, so no paperwork or work orders were completes as part of this job. The supplies I use to repair the sidewalk are provided by the property.”

Eddie Sanchez stated the following:

“On Monday November 14, 2022, at approximately 11:50am, I, Eddie Sanchez give this statement to Matthew Murdock, Field Investigator for Alliance Risk Group Inc. regarding this claim involving claimant, John Doe. I am giving this statement in the presence of Hannah Smith, who is helping me translate. I am the Superintendent here at ABC Apartments, Honesdale, New Jersey. I live in 120 Lincoln St 1 A, which is here on the property. I work Monday to Friday 8am to 4pm. I'm on call every other week. I've worked here for 11 years.

On the day this happened. I had just finished a job and came back to the office in 37. When I got back to the office Helen from the Office told me someone had fallen outside by the walkway. I think she knew because the man that fell who is a resident, called the office and told Helen he fell. I then went outside and saw the gentleman sitting on the sidewalk. I don't remember his name, but I know he's a resident and lives in apartment 3F in Bloomtown, which is 120 Lincoln Street. He was arguing with Peter and saying he didn't want any help and that he was fine. He wanted to be left alone. He didn't look hurt. I didn't see any blood or any injury at all. I think he was wearing flip-flops on his feet.

Soon after an ambulance arrived and helped him get off the ground and they sat him on the bench. I didn't touch him at all. The whole time, he was sitting on the bench, he was arguing with the ambulance workers that he did not want to go to the hospital. Finally, he refused enough that the ambulance left. Peter and I then left right after. Peter was trying to do what he could for him, but he just kept yelling at him, which is why we decided to finally walk away. This is all I know about the incident that day.”

INVESTIGATION – Tuesday, November 22, 2022

The building manager Peter Parker sent the Claimant file, photographs he took himself and a video of the Claimant.

ATTACHMENTS (refer to links below)

*Peter Parker's signed statement

<https://awig.viewcases.com/64718/8ff5665841054c89962646738e3639dc>

*Porters signed statement

<https://awig.viewcases.com/64717/9bbfc3d907ec3c469efd71470218d180>

*Super's signed statement

<https://a.ii.viewcases.com/64716/de2c8ca750d8b94bf9b208061ba3d37a>

*Claimant's video

<https://awig.viewcases.com/65501/0528bc3731776dcd2c9e50a5d2f43c69>

*Video of Claimant from 8/17/22

<https://awig.viewcases.com/65502/8b8771c7295e609749d82ee2d012a4e9>

PHOTOS OF LOSS LOCATION



Building 3 is also referred to as the "Green Garden" Building.



Front of 120 Lincoln St



Damage to walkway in the rear of building 3, which allegedly caused claimant to fall. This photo depicts the walkway after repair was done.



Damage to walkway in the rear of building 3, which allegedly caused claimant to fall. This photo depicts the walkway after repair was done.



Closeup of repair made to walkway.



Closeup of repair to walkway.



Repair measured 40” in length.



Repair measured 40" in length.



Other repairs made to same walkway, which were done by Porter, John Wick. These repairs were approximately 20 feet from the location where claimant fell.



Photo taken by Peter himself just after the incident, before the walkway was repaired



Photo taken by Peter himself just after the incident, before the walkway was repaired



Photo taken by Peter himself just after the incident, before the walkway was repaired



Photo taken by Peter himself just after the incident, before the walkway was repaired

Conclusion

Pursuant to your request, all requested investigative steps have been completed on this file.

Thank you for the opportunity to be of service to you in this matter. If you have any questions or require further investigation, please do not hesitate in contacting us.

Very truly yours,

Alliance Risk Group, Inc.
Report prepared by:

Elizabeth Wood
Elizabeth Wood
SIU Investigations Case Manager

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