

# INDIANA HIGH SCHOOL MOCK TRIAL 2002-03 CASE MATERIALS

## INTRODUCTION

This year's case involves a fire at the residence of Red Blaze. The fire totally consumed Blaze's home and personal belongings. Blaze made a claim under a homeowner's insurance policy issued by Denai Insurance Company. Denai has denied the claim. The State Fire Marshal and one of the local Fire Inspectors determined that the fire was intentionally set. Another Fire Inspector believes it was an electrical fire. Denai has filed a complaint for declaratory judgment asking the court to declare that it is not liable under the policy to pay Blaze's claim, and that Denai be reimbursed by Blaze for sums paid under the policy. Denai has also asked for punitive damages against Blaze for making a fraudulent claim. Blaze has filed a counterclaim for breach of contract, bad faith, and defamation. Blaze also makes a claim for punitive damages.

Denai Insurance Company is the Plaintiff/Counterclaim Defendant and will call the following three witnesses:

1. Jo/Joe Burns – Field Investigator, Indiana State Fire Marshal's Office
2. Pat Hayes - Fire Inspector, Lafayette Fire Department
3. Terry/Terri Part –Denai Insurance Company, Claims Representative

Red Blaze is the Defendant and Counterclaimant and will call the following three witnesses:

1. Red Blaze – Homeowner
2. Chris Waters – Expert Witness
3. Jesse/Jessie Sparks – Neighbor

(Defendant has the option to treat Jesse/Jessie Sparks as a hostile witness)

**HAVE FUN!**

STATE OF INDIANA            )  
  )  
TIPPECANOE COUNTY        )        SS: IN THE TIPPECANOE CIRCUIT COURT

DENAI INSURANCE COMPANY    )  
  )  
          Plaintiff                    )  
  )  
          v.                            )  
  )  
AREDO BLAZE                    )  
  )  
          Defendant                 )

Cause No.: 79C01-0101-CP-394

**COMPLAINT**

Comes now the Plaintiff, Denai Insurance Company, by its counsel, and for its complaint against Defendant Blaze alleges and says:

**Count I**

1.       The Plaintiff is a company engaged in the business of insurance doing business in the State of Indiana and was, and is, fully authorized to execute insurance policies of the general character hereinafter described.

2.       Defendant Blaze is a citizen of the State of Indiana and a resident of Tippecanoe County at the time of the loss.

3.       Prior to October 6, 2000, Blaze applied for a policy of insurance with the Plaintiff. Defendant's application was approved and the Defendant entered into a contract of insurance with the Plaintiff, Policy # 466-59-72821. A copy of the applicable excerpts to said policy is attached hereto as Exhibit A. The policy was most recently renewed for a period of one year having an inception date of May 24, 2000. Gilded Bank of America was listed on the policy as a first mortgagee. The policy of insurance provided insurance benefits against risk of fire with limits of up to \$79,700.00 for a dwelling, \$44,0505.00 for personal property, \$19,925.00 for additional living expense and \$7970 for private structures. A true and accurate copy of the Declarations Page of said policy of insurance is attached hereto as Exhibit B.

4. Plaintiff's policy of insurance provides in pertinent part: "This policy is void if the insured conceals or misrepresents any material fact or circumstance or commits any fraud or false swearing relating to this insurance, either before or after a loss."

5. On or about December 4, 2000, Blaze completed a sworn statement and proof of loss which was submitted to the Plaintiff which asserted a claim, under the aforementioned policy of insurance, for damages to Blaze's dwelling and personal property sustained by reason of a fire which occurred at Defendant's residence at 2139 Ash Court, Lafayette, Indiana on October 6, 2000. Defendant's statement under oath included the following:

The said loss did not originate by any act, design, or procurement on the part of your insured, or this affiant; nothing has been done by or with the consent of your insured to violate the conditions of the policy or render it void; no property saved has been concealed in any manner, and no attempt to deceive the said company, as to the extent of said loss, has in any manner been made.

A copy of said Proof of Loss is attached hereto as Exhibit C.

6. On January 12, 2001, Defendant Blaze did submit and subscribe to an examination under oath wherein he/she described the cause and origin of the fire, which occurred at his/her residence on October 6, 2000.

7. At the time the Proof of Loss was submitted and during the course of said examination under oath, Defendant Blaze stated the he/she had no knowledge that the fire which occurred on October 6, 2000 at his/her residence was of incendiary origin; and denied that he/she, acting alone or in collusion with others for the purpose of collecting upon the policy of insurance, did willfully and deliberately cause the fire which occurred at said residence on October 6, 2000.

8. The act of Defendant Blaze in submitting the aforesaid Proof of Loss and in testifying and subscribing to the examination under oath on January 12, 2001, constituted concealment, misrepresentation, fraud, false swearing, dishonest acts or omissions within the prohibition of the policy for the purpose of collecting upon the aforesaid policy of insurance.

9. By reason of the aforesaid concealment, misrepresentation, fraud, false swearing, dishonest acts or omissions, the Plaintiff's policy of insurance with the defendant should be cancelled and rescinded and the Plaintiff should be declared to be not liable to the Defendant for any loss of, damage to or loss of use of property located at 2139 Ash Court, Lafayette, Indiana in any amount whatsoever by reason of the fire which occurred at that residence on October 6, 2000. Plaintiff has tendered payment of any unearned premiums to Defendant.

WHEREFORE, Plaintiff prays as follows:

1. That the Court adjudge and declare that the Plaintiff's policy of insurance with the Defendant is void and that the Plaintiff is not liable to Defendant Blaze for any loss of, damage to, or loss of use of the property located at 2139 Ash Court, Lafayette, Indiana or in any amount whatsoever.

2. That the Plaintiff has such other declarations and relief as the Court may deem necessary and proper and that the Plaintiff be awarded its costs incurred herein.

## **Count II**

1. Plaintiff incorporates by reference its allegations contained in paragraphs 1 through 9 of Count I of the Complaint as if fully set forth herein.

2. Defendant Blaze has an outstanding mortgage with Gilded Bank of America on the residence located at 2139 Ash Court, Lafayette, Indiana, which Bank was a named insured under the terms of the aforesaid insurance policy.

3. Gilded Bank of America demanded that the Plaintiff pay to them the outstanding balance on its note and mortgage, including principal and interest.

4. Plaintiff has made payment to Gilded Bank of America the sum of \$28,051.62 as a named insured for the balance of the outstanding indebtedness.

5. Plaintiff has advanced to Defendant Five Thousand Dollars (\$5,000) to cover emergency living expenses.

6. Defendant caused an incendiary fire at Defendant's residence on October 6, 2000, and as a result of such criminal act is liable to Plaintiff for reimbursement for the aforementioned sums paid to Gilded Bank and Defendant.

WHEREFORE, Plaintiff prays that it be awarded the full balance of the \$28,051.62 indebtedness under the note and mortgage paid to Gilded Bank of America, the \$5,000 advance to Defendant for living expenses, plus costs, and all other just and proper relief.

### **Count III**

1. Plaintiff incorporates by reference its allegations contained in paragraphs 1 through 9 of Count I of the Complaint as if fully set forth herein.

2. Defendant Blaze should be held liable for punitive damages as a result of his/her misconduct in intentionally causing his/her house to be set on fire and then submitting a fraudulent claim seeking to recover the insurance benefits as a result of his/her own criminal acts. An award of punitive damages would be in the public interest as it would serve to deter Defendant Blaze and other persons from seeking to prosper from their own fraudulent acts.

WHEREFORE, Plaintiff prays that it be awarded punitive damages and for all other just and proper relief.

Will Shelter  
SHELTER & SHIELDS  
324 Fortune Drive, Suite 100  
Lafayette, IN 47901

STATE OF INDIANA            )  
  )  
TIPPECANOE COUNTY        )        SS: IN THE TIPPECANOE CIRCUIT COURT

DENAI INSURANCE COMPANY    )  
  )  
          Plaintiff                    )  
  )  
          v.                            )        Cause No.: 79C01-0101-CP-394  
  )  
AREDO BLAZE                    )  
  )  
          Defendant                 )

**ANSWER AND COUNTERCLAIM**

Comes now Defendant Aredo Blaze and in answer to Plaintiff's Complaint, says:

Count I

1. Defendant admits the allegations in paragraphs 1, 2, 3, 4, 5 and 7 of Count I of Plaintiff's Complaint.

2. Defendant admits that he/she submitted to a lengthy examination under oath on January 12, 2001 as stated in rhetorical paragraph 6 of Count I of Plaintiff's Complaint, but denies that he/she described the cause and origin of the fire, which occurred at Defendant's residence on October 6, 2000.

3. Defendant denies the allegations of paragraphs 8 and 9 of Count I of Plaintiff's Complaint.

WHEREFORE, Defendant prays that Plaintiff take nothing by way of Count I of its Complaint, that the Court find that Plaintiff's policy of insurance with Defendant has been in effect at all relevant times mentioned herein, and for all other just and proper relief.

Count II

1. Defendant incorporates by reference the answers to paragraphs 1 through 9 of Count I of Plaintiff's Complaint.

2. Defendant admits the allegations in paragraphs 2 and 5 of Count II of Plaintiff's

Complaint.

3. Defendant lacks knowledge or information sufficient to form a belief as to the truth of paragraphs 3 and 4 of Count II of Plaintiff's Complaint.

4. Defendant denies the allegations of paragraph 6 of Count II of Plaintiff's Complaint.

WHEREFORE, Defendant prays that Plaintiff take nothing by way of Count II of its Complaint, and for all other just and proper relief.

### Count III

1. Defendant incorporates by reference its answers to paragraphs 1 through 9 of Count I of Plaintiff's Complaint.

2. Defendant denies the allegations contained in paragraph 2 of Count III of Plaintiff's Complaint.

WHEREFORE, Defendant prays that Plaintiff take nothing by way of its Complaint, and for all other just and proper relief.

## **COUNTERCLAIM**

### Count I

Comes now Defendant and Counterclaimant, and for his/her Counterclaim against Plaintiff and Counterclaim Defendant, alleges and says:

1. That at all times herein mentioned, Counterclaimant was and is a resident of Tippecanoe County, Indiana.

2. That at all times herein mentioned, Counterclaim Defendant was and is a corporation organized and existing under and by virtues of the laws of the State of Indiana engaged in providing insurance for homeowners.

3. That on May 24, 2000, Counterclaimant entered into a standard insurance contract with Counterclaim Defendant for a period of one year. The declarations of said policy show coverage and an expiration of said policy through May 23, 2001. A true and accurate

copy of the Declarations is attached to Plaintiff's Complaint as Exhibit B, and is incorporated herein.

4. That on October 6, 2000, and when said insurance policy was still in full force and effect, a fire occurred at Counterclaimant's residence, located at 2139 Ash Court, Lafayette, Indiana, which resulted in extensive damage to the residence and its contents.

5. That subsequent to said fire, Counterclaimant complied with all terms of Counterclaim Defendant's insurance policy in a timely manner and provided numerous statements, releases, and information whenever requested by the local and State Fire Marshal or Counterclaim Defendant or its agents.

6. That during the investigation of the fire, Counterclaimant did not hinder, impede or limit Counterclaim Defendant's investigation; but to the contrary, aided in their excruciatingly long and zealous investigation of the cause of the fire.

7. That on December 4, 2000, Counterclaimant filed, pursuant to Counterclaim Defendant's insurance policy, a Sworn Statement for Proof of Loss, which listed the loss occasioned by said fire. A copy of said Proof of Loss has been previously marked as Exhibit C and is incorporated herein.

8. That at all times herein, Counterclaimant has truthfully answered all questions propounded by Counterclaim Defendant and complied with all of the terms, conditions and requirements of Counterclaim Defendant's insurance policy.

9. That the fire did not occur from any one of the causes excepted in Counterclaim Defendant's insurance policy. That Counterclaim Defendant is obligated under its own insurance policy to reimburse Counterclaimant for the losses occasioned by said fire based on its policy limits and Counterclaimant's Sworn Statement for Proof of Loss.

10. That Counterclaim Defendant has wholly refused to abide by the conditions of its insurance policy.

11. That due to Counterclaim Defendant's unwarranted refusal to reimburse

Counterclaimant's pursuant to its insurance policy, Counterclaimant has incurred and will incur additional expenses.

12. That as a result of Counterclaim Defendant's oppressive and malicious behavior, bad faith, and disregard for the rights of Counterclaimant, Counterclaimant is entitled to punitive damages.

13. That due to Counterclaim Defendant's unwarranted and unlawful refusal to abide by the terms and conditions of its own insurance policy, Counterclaimant is entitled to exemplary damages in order to lessen the likelihood of this type of oppressive behavior from again taking place.

WHEREFORE, Counterclaimant prays that the Court find that the insurance policy between Counterclaimant and Counterclaim Defendant was and is in full force and effect, that the Counterclaimant be awarded judgment consistent with Counterclaim Defendant's policy limits and Counterclaimant's Proof of Loss, minus payments heretofore provided, that compensatory, punitive, and exemplary damages be awarded against Counterclaim Defendant, that interest on said judgment run from October 6, 2000, and for all other just and proper relief in the premises.

#### Count II

1. That at all times mentioned herein, Counterclaimant was and is a resident of Tippecanoe County, Indiana.

2. That at all times mentioned herein, Counterclaim Defendant was and is a corporation duly authorized to do business in the State of Indiana.

3. That on January 29, 2001, Counterclaim Defendant and its agent published and printed in its Complaint against Counterclaimant, that Counterclaimant was a criminal and had committed the felonious acts of arson, theft, and perjury, and had also committed the criminal act of criminal mischief.

4. That Counterclaim Defendant's published words were and are false and

defamatory.

5. That Counterclaim Defendant's written statements are not privileged.

6. That said written statement has embarrassed and humiliated Counterclaimant and has caused great mental anguish.

7. Counterclaim Defendant's written statement was made willfully and maliciously and that Counterclaimant is entitled to recover punitive damages.

WHEREFORE, Counterclaimant prays for compensatory and punitive damages against Counterclaim Defendant, and for all other just and proper relief.

*Ida Burnham II*  
HOWE DEWEY BURNHAM  
655 Proffitt Way  
Lafayette, Indiana 47901

**DEMAND FOR JURY TRIAL**

Comes now Aredo Blaze, as Defendant and Counterclaimant, and respectfully demands a jury trial.

*Ida Burnham II*  
HOWE DEWEY BURNHAM  
655 Proffitt Way  
Lafayette, Indiana 47901

STATE OF INDIANA            )  
  )  
TIPPECANOE COUNTY        )        SS: IN THE TIPPECANOE CIRCUIT COURT

DENAI INSURANCE COMPANY    )  
  )  
          Plaintiff                    )  
  )  
          v.                            )  
  )  
AREDO BLAZE                    )  
  )  
          Defendant                 )

Cause No.: 79C01-0101-CP-394

**ANSWER TO COUNTERCLAIM**

Comes now Denai Insurance Company (“Denai”), and for its answers to the Counterclaim states the following:

Count I

1. Denai admits the allegations contained in paragraphs 1 and 2 of Count I of the Counterclaim.

2. Denai admits the allegations contained in paragraph 3 of Count I of the Counterclaim that on May 24, 2000, Blaze entered into an insurance contract with Denai for a period of one year, and that the declarations of such policy showing coverages and an explanation of said policy were previously marked as Exhibit B. Denai is without sufficient knowledge or information to admit or deny the remaining allegations contained in said paragraph.

3. Denai admits the allegations contained in Paragraph 4 of Count I of the Counterclaim.

4. Denai admits the allegations contained in Paragraph 5 of Count I of the Counterclaim that Blaze provided several statements, releases and other information which were requested by the local and State Fire Marshal and by Denai. Denai denies the remaining allegations contained in said paragraph.

5. Denai denies the allegations contained in Paragraph 6 of Count I of the Counterclaim.

6. Denai admits the allegations contained in Paragraph 7 of Count I of the Counterclaim.

7. Denai denies the allegations contained in Paragraphs 8, 9, 10, 11, 12, and 13 of Count I of the Counterclaim.

### AFFIRMATIVE DEFENSE

The fire which occurred at the Blaze residence on October 6, 2000 was of incendiary origin and was set by Blaze for the purpose of collecting upon the policy of insurance. Thereafter, on or about December 4, 2000, Blaze completed a sworn statement and Proof of Loss in which he/she stated under oath that said loss did not originate by any act, design or procurement on his/her part, and that no attempt to deceive Denai as to the extent of the loss has in any manner been made. On January 12, 2001, Blaze submitted to an examination under oath in which he/she denied having any knowledge of the fact that the fire was of incendiary origin or that Blaze had taken any part in causing the fire. By reason of the aforesaid concealment, misrepresentation, fraud, false swearing, dishonest acts and omissions, Blaze is not entitled to recover any damages from Denai.

### Count II

1. Denai admits the allegations contained in Paragraphs 1 and 2 of Count II of the Counterclaim.

2. Denai admits the allegation contained in Paragraph 3 of Count II of the Counterclaim that it filed a complaint against Blaze on January 29, 2001, in which it alleged that Blaze had committed various criminal acts. The Complaint speaks for itself.

3. Defendant denies the allegations contained in Paragraphs 4, 5, 6, and 7 of Count

II of the Counterclaim.

AFFIRMATIVE DEFENSE

The allegations contained in Plaintiff's Complaint are privileged, and therefore Blaze is not entitled to recover any damages for any alleged defamation.

WHEREFORE, Denai prays that Blaze take nothing by way of his/her Counterclaim, and that Denai recover its costs and all other just and proper relief.

Will Shelter  
SHELTER & SHIELDS  
324 Fortune Drive, Suite 100  
Lafayette, IN 47901

STATE OF INDIANA            )  
  )  
TIPPECANOE COUNTY        )        SS: IN THE TIPPECANOE CIRCUIT COURT

DENAI INSURANCE COMPANY    )  
  )  
          Plaintiff                    )  
  )  
          v.                            )  
  )  
AREDO BLAZE                    )  
  )  
          Defendant                 )

Cause No.: 79C01-0101-CP-394

**STIPULATIONS**

Come now the parties, by counsel, and stipulate and agree as follows:

1. That Aredo Blazic was the owner of the residence located at 2139 Ash Court, Lafayette, Indiana. That Gilded Bank of America held a mortgage on said residence on October 6, 2000.
2. That a fire occurred at said residence on October 6, 2000.
3. That said residence was insured under a policy of insurance through Denai Insurance Company and that said insurance was in full force and effect at the time of the fire.
4. That Aredo Blaze has submitted an inventory of personal items and effects that were lost/consumed as a result of the fire. The parties agree that the value of said personal items is \$ 42,334.59.
5. Denai has paid Aredo Blaze \$5,000 for living expenses under the policy. Denai has paid the sum of \$28051.62 to Gilded Bank of America, for the mortgage on the property, under the terms of the policy of insurance.
6. The parties stipulate to the authenticity of the exhibits, but do not stipulate to the admissibility of the exhibits. The chain of custody of all physical evidence was proper.

## **JURY INSTRUCTIONS**

### **INSTRUCTION NO. 1**

An insurance company is entitled to deny a claim by its insured if the insured makes misrepresentations or conceals material facts from the insurance company. False representations or concealment concerning material facts, which attempt to mislead an insurance company, will entitle an insurance company to deny making payment on its policy. If you find by a preponderance of the evidence that Aredo Blaze made any material misrepresentations or attempted to conceal any material facts from Denai, then Denai would be entitled to deny any obligation to pay Aredo Blaze any benefits under the policy, regardless of whether Denai was actually misled or deceived.

### **INSTRUCTION NO. 2**

Concealment is the design and intentional withholding of any fact material to the insurance which the insured, in honesty and good faith, ought to communicate to the insurance company.

### **INSTRUCTION NO. 3**

A misrepresentation is a statement made to the insurance company which the insured makes and represents as fact when the insured knows the statement to be untrue. A misrepresentation is material if the statement may be important to the insurance company's decision whether to pay the claim, or what amount to pay if the claim is accepted.

### **INSTRUCTION NO. 4**

The theory of arson or willful burning of an insured's property can be established by either direct or circumstantial evidence alone if sufficient to constitute a preponderance of the evidence. In determining whether there is sufficient circumstantial evidence to support a finding

of arson or willful burning, you may consider any evidence which would establish that the fire was incendiary in origin, that the insured had an opportunity to set the fire, that the insured had a motive or reason to have the fire set, and that the insured misrepresented or concealed any material facts regarding the cause of the fire or the extent of his/her claim.

#### **INSTRUCTION NO. 5**

If you find that Aredo Blaze violated the duties required by the Denai policy of insurance either by committing arson or by making any misrepresentations or concealing any material facts, then you should award damages in favor of Denai for such losses as were proximately caused by any such violations of the contract of insurance by Aredo Blaze. The damages which Denai would be entitled to recover would include repayment of any sums which had been advanced by Denai to Aredo Blaze, and any sums which Denai paid to any other person or company which Denai was obligated to pay pursuant to the terms of its policy as a result of the fire which occurred at the Blaze residence.

#### **INSTRUCTION NO. 6**

If you find either that Aredo Blaze committed arson or intentionally made any misrepresentations or concealed any material facts regarding the cause of the fire or the amount of his/her claim, you may also award punitive damages in favor of Denai against Aredo Blaze. In order to justify an award of punitive damages, Denai has the burden of proving by clear and convincing evidence that Aredo Blaze acted maliciously, fraudulently, willfully or wantonly, or with gross negligence, or oppressiveness, that was not the result of a mistake of fact or law, honest error or judgment, overzealousness, mere negligence or other innocent human failing. If you find that Denai is entitled to recover punitive damages against Aredo Blaze, you may award such damages as you believe would be reasonable considering the nature of the misconduct and would be sufficient to serve as a deterrent upon future conduct of

Aredo Blaze and other parties who might commit similar acts of misconduct.

**INSTRUCTION NO. 7**

If you find by a preponderance of the evidence in favor of Aredo Blaze and against Denai, you should award Aredo Blaze as damages a reasonable amount for the loss which he/she sustained as a result of the fire according to the terms of the policy with Denai. In considering how much, if any, damages Aredo Blaze may be entitled to recover from Denai, you may award a reasonable sum to compensate for damage to the residence, damage to personal property and an amount for additional living expenses.

**INSTRUCTION NO. 8**

If you find that Aredo Blaze is entitled to recover benefits on his/her policy of insurance with Denai, you should award Aredo Blaze an amount to reasonably compensate his/her for the actual cash value of the residence and personal property at the time of the fire. Actual cash value means the amount necessary to repair or replace the damaged property less any applicable depreciation.

**INSTRUCTION NO. 9**

Defamation is words, statements or other forms of expression that injure a person's good reputation.

**INSTRUCTION NO. 10**

Slander is the defamation of a person by spoken words.

**INSTRUCTION NO. 11**

To recover on a defamation claim, Aredo Blaze must prove that a defamatory statement

was made about Aredo Blaze, and that those words were heard or seen by someone other than Aredo Blaze and that Denai knew the words to be false, or believing it to be true, acted negligently in failing to determine the truth of the statement.

**INSTRUCTION NO. 12**

Truth is a complete defense to a claim of defamation. If you find that the statements were true, then you must find for Denai on the claim for defamation.

**INSTRUCTION NO. 13**

Statements about an event or topic of general or public interest are privileged. To overcome this privilege, a person must prove that the statements were communicated with actual malice.

**INSTRUCTION NO. 14**

A defamatory statement is published with actual malice if the statement was made with knowledge that the statement was false or if it was made with a reckless disregard for the truth, that is, that there were significant doubts about the truth of the statement.

**INSTRUCTION NO. 15**

When I say that a party has the burden to prove an issue by a preponderance of the evidence, I mean by the greater weight of the evidence. The evidence given upon any fact that convinces you most strongly of its truthfulness is of the greater weight.

**INSTRUCTION NO.16**

Clear and convincing evidence is an intermediate standard of proof. It is greater than a preponderance of the evidence and less than proof beyond a reasonable doubt. It requires that

the existence of a fact be highly probable.

**INSTRUCTION NO. 17**

If you find that Aredo Blaze is entitled to recover, then in addition to compensatory damages, you may also award punitive damages. In order to justify an award of punitive damages, Blaze has the burden of proving by clear and convincing evidence that Denai acted in bad faith or acted maliciously, fraudulently, willfully or wantonly, or with gross negligence, or oppressiveness, that was not the result of a mistake of fact or law, honest error or judgment, overzealousness, mere negligence or other innocent human failing. If you find that Aredo Blaze is entitled to recover punitive damages against Denai, you may award such damages as you believe will serve to punish Denai and will deter Denai and others from like conduct in the future.

**INSTRUCTION NO. 18**

You have been chosen as jurors in this case to try the issues of fact presented by the allegations of the Complaint of the Plaintiff Denai Insurance Co., and the Defendant Aredo Blazed, as well as the Counter-claim by Aredo Blaze and the Answer thereto by Denai Insurance Co. You are to perform this duty without bias or prejudice as to either party. Our system of law does not permit jurors to be governed by sympathy, prejudice or public opinion. Both the parties and the public expect that you will carefully and impartially consider all of the evidence in the case, follow the law as stated by the Court, and reach a just verdict, regardless of the consequences.

## **Sworn Statement of Jo/Joe Burns, Investigator of the Indiana State Fire Marshal's Office**

I'm in the Investigation Division of the Office of the State Fire Marshal's (OSFM) for Indiana. I've held that job for 9 ½ years. The Investigation Division of the OSFM employs 11 diligent investigators throughout the state. With nearly 900 fires investigated annually, the staff, which includes the chief investigator, two field supervisors and eight field investigators, carries a heavy caseload. Each field investigator, most of whom come from fire service backgrounds, covers anywhere from 9-13 counties.

The impact of arson is astounding. The destructive force that fire produces can change the course of a person's life in a matter of seconds; their whole world can be destroyed in minutes. The Investigation Division aggressively pursues the cause and origin of fires to reduce death, injury, and property loss from accidental fires and to solve the cases of intentionally set fires.

I work on approximately 125 fire investigations per year. So, over a 9 ½ year period, I have investigated over a thousand cases. Before going to the Fire Marshal's Office I was with the Frankfort Fire Department. I spent ten years with that Department as a fire fighter and also part-time investigator for them. I've attended numerous schools concerning fire cause and origin. I went to the National Fire Academy in Emmitsburg, Maryland, for a three-week course in fire investigation. I attended Indiana University at Kokomo, Indiana on fire cause and origin, the State of Indiana Fire School on Arson Investigation in Valparaiso, Indiana. I just recently attended the U.S. Treasury Federal Law Enforcement Academy in Georgia.

I investigated the fire that occurred at the Blaze residence on October 6, 2000. My office received a request from the Lafayette Fire Department on October 19<sup>th</sup>, 2000, and I went to Lafayette on the 23<sup>rd</sup> of October. The time lapse from the 6<sup>th</sup> to the 23<sup>rd</sup> is unusual. In my experience when there is a suspicious fire, I'm called in much sooner. I would prefer to be called in sooner than 17 days later because it could inhibit my investigation if the scene has

been tampered with or contaminated. In the instant case, the delay in my being called to the scene did not materially impair my ability to make a proper investigation.

When investigating a fire, I first attempt to determine the cause and origin of the fire, then if I determine it was intentionally set, I look at the opportunity of a person to set it. I generally do not look at whether a person has motive to set it.

On the 23<sup>rd</sup>, I had made arrangements to meet with Lafayette Fire Inspector Hayes and Blaze for an interview that morning before going to the scene of the fire. I obtained a consent from Blaze to go look at the fire scene. I was at the fire scene approximately two hours.

When you investigate a cause of a fire, you first examine the exterior of the house. You look around the house and see where most of the fire damage is located. I started my exterior examination on the front portion of the house and walked clear around the house through the garage door. I found that most of the fire was located in the kitchen area. Hayes has experience as an electrician and could look at the electrical wiring. I let Hayes look at the wiring before I continued the investigation. I did not oversee Hayes' examination of the electrical aspects of our investigation. I accepted Hayes' conclusions on the electrical, without question. Whether I had looked at the electrical myself is inconsequential because my other findings were consistent that the fire was not electrical. After Hayes eliminated electrical wiring as causing the fire, I looked at the floor - - the burn patterns on the floor of the kitchen area and the burn patterns going out of the kitchen window. Based upon the burn patterns on the floor and the way the fire traveled from the kitchen area, I felt most of the heaviest damage was located in the kitchen area. The origin of the fire in my opinion was in the kitchen.

In my opinion, the cause of the fire was an incendiary fire, which means an intentionally set fire. First, we eliminated the possibility of an electrical short causing the fire, and I could find no other causes, except for an incendiary fire. The burn patterns on the floor, the way the fire burned from the kitchen to the rest of the residence led me to believe the fire was intentionally set. There was a darkened area on the kitchen floor, showing heavy burn damage. The burn

patterns were similar to when a flammable liquid has been poured on the floor. I also found unusual low charring of the kitchen table with the legs of the table showing burning from the floor upward. However, I cannot tell from merely observing the floor what kind of accelerant was used. I was told that there was a carpet on the floor before the fire, and there appeared to be linoleum or tile floor covering underneath the carpet. There were charring patterns in the grooves on the floor, which led me to believe that whatever was poured on the floor ran down in between the tile squares. On a normal fire at a residence, fire doesn't burn down in the cracks in a floor usually. Usually it burns up and out. When there is floor damage it is usually caused by a flammable liquid. I did not take any measurements of the char depth, nor did I pour any water on the floor to see in which direction a liquid would naturally flow. Other than the presence of an accelerant there is no other explanation for the pattern of burning on the floor.

The fire department and I both took samples of the residue between the seams of the tiles. The fire department's tests, I believe, came back positive for a petroleum-based product. My tests came back negative. A copy of my lab report is attached as Exhibit D. I run the tests myself in my lab at the Fire Marshal's Office and I maintain the sole chain of custody of the samples. I believe the negative result was because I may have taken a sample where it had been too hot and burned away the accelerant or my sample was taken too long after the fire. I didn't attempt to get another sample after my tests were negative because the fire department had conclusive results.

I'm not certain when the Lafayette Fire Department took their samples, but I believe it was before my inspection. I believe their samples were sent to the ATF lab in Maryland. The ATF lab is the Alcohol, Tobacco, and Firearms, U.S. Treasury lab. I did see their lab report and saw that it reported a positive result for a petroleum based accelerant. I believe the lab report from ATF to be reliable based upon the source. Lab reports like the one from the ATF assist me in forming an opinion as to the cause of a fire. However, I would be able to reach an opinion and conclusion in a case, even without a report and whether or not a report comes back as

positive or negative.

Kerosene or fuel oil takes a lot of heat to ignite. Once it burns, it burns very, very hot. I think that is the case here. The kitchen was poured with kerosene or fuel, ignited, and it slowly burned until the heat built up and used up all of the oxygen in the room. Then, it finally vented, the smoke going out through a window.

The Blaze residence did have a kerosene heater that apparently was located near the doorway leading from the kitchen to the family room. The kerosene heater, however, had been removed prior to my involvement in the case. I learned from the Lafayette Fire Department that they had eliminated the kerosene heater as a cause.

Once Hayes and I confirmed that we had a set fire in this case, we started interviewing witnesses and potential suspects. The first interview, other than Blaze, I conducted was on October 30<sup>th</sup>. I interviewed several people that I thought had information concerning the story that Blaze had told us earlier on the 23<sup>rd</sup>. We were trying to get Blaze's alibi down - where he/she was at and things like that. Although there is an apartment complex behind the Blaze residence, I did not determine whether any known arsonists live in that area. I am aware of people in the Lafayette area who have been charged, convicted or suspected of arson, but we did not run a check on any of those people to determine whether they may have had the opportunity to set this fire. I do not, as part of my investigation, eliminate everybody in the world who might have been a possible suspect and had the opportunity to set the fire because I don't have time to do that. I try to narrow my investigation in terms of probabilities, other than Red Blaze, no one else had the opportunity to set this fire.

In talking to the witnesses relating to the whereabouts of Red Blaze around the time of the fire, I found out that a lot of the statements we got from these people tended to lean toward disproving what Blaze told us. We learned that Red Blaze came to Clips & Cuts approximately 10:45 am, he/she stayed about an hour, and then left.

I also talked to Jessie/Jesse Sparks who is a neighbor and familiar with Blaze. Sparks

noticed Blaze coming out of the front door at about 10:25am on the day of the fire. I also verified that Red Blaze had been to the gas station on the morning of October 6, 2000 and had bought some gas prior to 10:00 a.m.

Based upon my investigation, I concluded that the cause of fire was arson. I made that conclusion on October 23, 2000. Also based upon my investigation, I came up with suspects who may have been responsible for setting the fire: Red Blaze, Dan Cooke (a friend of Blaze, who is also a firefighter) and Jessie/Jesse Sparks, who had a key to the house at one point in time. We eliminated Cooke, who was working the day of the fire, and we also eliminated Sparks who stated that the key to the house had been returned. Red Blaze was the only person, in my mind, that had the opportunity to set the fire.

The fire call came in at 11:19am. Red claimed to leave the house at 10:00am, and Sparks saw Red leave the house at 10:25am. Based upon their testimony, the burn time from the start of the fire to discovery would have been 35 to 55 minutes. Burn time is the time the fire started through all stages of the fire, the free burn, the smoldering stage, and finally venting through a window where someone would discover it. I believe the burn time was at least the 35 - 55 minute time period. The fire load of the combustibles in a room, the way they burned up, lead me to believe that the fire burned longer than 30 minutes. What I mean is that the fire basically burned the carpet off the floor, burned the table partially up and entirely consumed the china cabinet in the kitchen.

The soot on the window will also give an indication as to whether it was a slow burning fire or a fast burning fire. When a fire burns fast, it's going to take most of your soot off the window. When the fire burns slow, its gonna put a lot of soot on the window and usually it's gonna bake it on there pretty good. In this case, the patio door shows baked on soot on the window. That would be consistent with a long burning fire, which is one that was burning 35-55 minutes before venting. The ceiling also showed the fire high and coming down which is indicative of a slow burning fire.

Red Blaze would have had the opportunity to set the fire, even though he/she left the house around 10:25am and the house was venting at 11:19am, if Blaze used a delay device to start the fire. I have investigated situations where delay mechanisms were used to start the fire. There are several devices available - candles, clocks, chemicals. It is possible to delay a fire for a half an hour before it went through the initial stages of burning. I found no delay device at the site of this fire. The Lafayette Fire Department also found no evidence of the presence of a delay device at the Blaze residence, but it is not unusual for a delay device to be consumed by the fire and destroyed.

My investigation file in this case is still open, although it is inactive - I am not investigating it any further. The reason I have not closed the case is because there was nothing brought down in terms of any criminal actions or anything like that on the case at all. Quite some time ago, I turned the entire file over to the prosecutor's office and they have not made any charges against Red Blaze.

I AFFIRM UNDER PENALTIES OF PERJURY THAT THE ABOVE STATEMENT IS TRUE AND CORRECT TO MY BEST BELIEF AND KNOWLEDGE.

SWORN AND SUBSCRIBED THIS 28<sup>TH</sup> DAY OF FEBRUARY, 2002.

J. Burns

## **Sworn Statement of Pat Hayes - Fire Inspector for Lafayette Fire Department**

I am a fire inspector for the Lafayette Fire Department (LFD). I have been in that position for 5 years, prior to that I was a firefighter with the LFD for 8 years. My duties and responsibilities as a fire inspector include commercial building inspections, fire prevention inspections and fire investigations. I have had over a thousand hours of training in cause and origin and investigation, two time graduate from the National Fire Academy in Emmitsburg, Maryland, two time graduate from the Federal Law Enforcement Training Center in Glencoe, Georgia, taken numerous courses at Purdue University, Indiana at Kokomo, and the University of Minnesota. I have no idea how many fires I have investigated - there have been too many to count.

I did investigate the Blaze residence fire. I first became involved on the 11<sup>th</sup> of October. I was requested to assist Inspector Waters to go out to the scene of the fire and see if we could locate a piece of evidence. They couldn't locate the plastic kerosene container that Red Blaze had used to put fuel into the kerosene heater. I was ultimately able to locate the remains of what appeared to be the plastic kerosene container. In the debris on the front stoop that had been cleaned out of the kitchen floor, I found a melted substance that appeared or resembled a container and it had a kerosene odor to it. I then took it and found a protected spot, an irregular pattern, in the middle of the kitchen and laid it on that cleaned area and it matched.

I spoke with Red Blaze on October 11<sup>th</sup> when we found the plastic. Red Blaze was at the scene, at the time, and was asked whether the piece of plastic was the plastic from the kerosene container. Blaze was unable to identify it and stated that it could have just as well been a Tupperware bowl. I thereafter sent it to the lab and the lab determined that it was not made of the same plastic as a Tupperware container.

I spoke again with Red Blaze on October 16<sup>th</sup>. Blaze claimed not to know how the fire had started, but felt that it may be electrical. Blaze claimed to have no enemies or know of anyone who would have caused the fire, if in fact it was an intentionally set fire. I asked Blaze

where the fuel container had been located. Blaze believed it was along the wall between the china hutch and the garage door. Blaze's description of the placement of the kerosene container was inconsistent with the location of the pattern on the floor that matched the melted blob, which was about 8 to 10 feet out to the center of the room.

Blaze also provided a timeline of events for the day. Blaze claimed that he/she left the house between 8:15 am and 8:30 am to get a newspaper, and then returned home. Blaze claims to have left the house at 10:15 am to do errands. Blaze claims that he/she went to a Hooks drugstore, a gas station to fuel up his/her car, and finally to Clips and Cuts. Red claims that he/she left there between 12:00 and 12:15 pm. I then attempted to duplicate Blaze's route according to the time frames given by Blaze and found out that it was almost impossible to do that, so I concluded that there may be a flaw in Blaze's story.

I also interviewed witnesses on the 16<sup>th</sup>. I spoke with Jessie/Jesse Sparks who was a neighbor of Blaze, and one of the first to see the smoke. Sparks tried to enter the house from the rear, through the garage, and when he/she got into the kitchen the heat and smoke drove him/her out. I learned that Sparks had been a part-time employee of Blaze doing odd jobs around the house. Blaze later told me that Sparks had a key to the house at one time. I spoke again with Sparks and learned that he/she had been let go by Blaze approximately two weeks prior. Sparks did not appear angry about losing the job. Sparks thought it was understandable that Blaze would let him/her go because Blaze was having some financial difficulties. Sparks denied having a key to the house. Sparks stated that the key was returned. Sparks explained that Blaze had stopped payment on Sparks' last paycheck and when Sparks called Blaze about it, Blaze said he/she would write a new check when the key to the house was returned. So Sparks returned the key and Blaze wrote a new paycheck. Sparks also advised me that he/she had a conversation with Blaze that the house was not selling for what Blaze had expected because of the apartment building behind the property, so Blaze was going to see if he/she could get the value out of it thru insurance, like a fire. Sparks said Blaze talked about hiring

someone to start a fire. I advised Sparks that this was a very heavy statement and he/she better be sure that it was true and accurate. Sparks offered to have it backed up with a polygraph. We never did a polygraph though. Sparks was never considered a suspect.

As part of my investigation, I assisted in obtaining samples of debris or residue from the house. The samples were taken on the 11<sup>th</sup> of October. We took a quart can of debris from the kitchen floor; a gallon can of floor tile from the kitchen floor; and a mason jar of floor debris from the kitchen floors. The samples were all sent to the Bureau of Alcohol, Tobacco and Firearms laboratory in Maryland for testing, which came back with positive results for a petroleum based accelerant. I would consider their results to be reliable based upon the Department's past experience with them.

I also recovered one blue metal kerosene five gallon can; one green metal five gallon motor oil can; a carpet sample from the residence and one that was retrieved from a local carpet store of the same style and brand as the carpet in Blaze's kitchen. Both cans had an odor of gasoline, but had no liquid in either. Based upon tests I conducted on the carpet samples, it did support combustion after being ignited by a cigarette lighter and it continued to burn by itself.

I came to the conclusion that it was an incendiary fire with the origin in the kitchen dinette area. In forming that conclusion, I relied upon the lab report that found a heavy accelerant - petroleum based. I had already eliminated all accidentals; we checked the weather bureau and found out that there was no lightning in the area that day. Another factor was the burn pattern within the kitchen, which showed that it had a very low burn. We also had low burn in dead air spaces or cold areas within the structure. The fact that the carpet and tile were burned clear down to the sub floor also showed that it was an incendiary fire. I did not check the small appliances in the kitchen. Waters had previously checked out the refrigerator, and we were looking for a point of origin closer to the floor level based upon the burn patterns. I do not believe the fire could've started as high as the kitchen counter.

Having determined that it was an incendiary fire, we tried to determine who may have

been responsible for setting the fire. We checked the neighborhood to see if the neighbors had seen anyone not ordinarily in the neighborhood or strange to the neighborhood. There were none. Nobody saw anybody. The only person who had seen someone was Sparks who saw Blaze coming out of the residence at 10:25-10:30 am. We eliminated everyone but Red Blaze. Cooke was a suspect because he/she was a friend of Red Blaze and was a fire fighter with knowledge of the flammability of certain materials. I was able to eliminate Cooke because he/she was working at the time of the fire, which I confirmed. I believe Blaze had the opportunity to set the fire. Blaze left the house between 10:00 am and 10:25 am and had the opportunity and the means because the kerosene was located on the premises. In my opinion, the range of time that this fire may have burned from the time it was ignited until the time it vented was between 40-45 minutes. I base this conclusion upon the time that Blaze said he/she left and the time that the fire was spotted. I don't believe the fire had vented prior to 11:15 am because I actually had driven by the home on my way to an inspection at 11:00 am and I would have noticed if it had vented at that time. I base the burn time primarily on when Red Blaze left and when the fire was spotted, rather than the physical evidence. It is not an exact science. It may seem like I zoned in on Blaze prior to determining the burn time, but I didn't. Blaze's departure time just helped with establishing a time frame. Whether Blaze or someone else set the fire, Blaze's departure from the house was the last time frame that we know of when it wasn't burning.

The burn time is consistent with the physical evidence. The floor was charred, the china cabinet was completely destroyed, the undersides of the tables were burnt and the doors and some of the drawers of the cabinets were burned completely through. This fire had to be an accelerated fire because if it were a normal burn, it would have taken longer to burn through something like the china cabinet. It burned much more rapidly than a normal burn and burned much hotter. It burned at a rapid rate and then it laid down again because the house was tight. The rapid burning consumed the oxygen that was in the structure. Once the oxygen gets below

15-16%, the fire will no longer be in a free burning stage. It will be in a smoldering stage.

Although the heat continues to rise, it's not in a free burning state. The pressure keeps on building up within the structure. Once the pressure is greater on the inside of the structure than it is on the outside, it will vent in some manner. The weakest point in the structure is a window, and when that broke from the pressure, then the fire went out the kitchen window, and the rush of oxygen coming in will return the fire to the free burning state again. When the fire is in the smoldering stage, there is still burning going on. If the fire never vented, it would eventually go out because all of the oxygen is depleted. You can compare it to a log in a fireplace. When you close the doors on the fireplace, the flame will lay down because the oxygen is depleted. You'll still see a red glow though.

I did not measure the house to determine the cubic square feet of oxygen. There was a living room to the south of the kitchen area. There were no doors between the living room and the kitchen, and nothing would have stopped the flow of oxygen from there. Also there was a hallway back to the bedrooms. I never walked in that part of the area. The only place I looked at was in the kitchen. I would expect for a fire that is smoldering for a period of time that there would be smoke damage in other parts of the house. I never checked the rest of the house to determine if there was smoke damage consistent with a 40-45 minute burn. I did not check the windows to determine the type of break of the glass, whether it was blown out or if someone had broken the window to enter into the house. I didn't feel like I had to check the glass breakage because I saw the heavy charring and I know the fire had to vent, so it would've blown out the windows. Plus I did notice there was a lot of charring on the soffit. Also most labs will not test glass fragments because about the only thing you can tell from glass is if the heat was close to it, it will become crazed - it will get lots of little cracks in it. You generally wouldn't find any fuel residue on the glass because, in most cases, the fuel that deposits on windows will re-burn prior to venting.

In my opinion, the accelerant used in this fire was kerosene. Kerosene does have an

odor. There was no mention of an odor of an accelerant by Waters who was one of the first from my department on the scene. There wouldn't necessarily be a kerosene odor if the fire burns hot and burns it all away. I never detected the smell of kerosene either when I was at the scene but that would not surprise me because I did not go on to the scene until the 11<sup>th</sup>.

Kerosene is a dirty fuel. Kerosene is a heavy distillate and would leave a greasy type residue, almost a film when burning or not burning completely. I did not see in the kitchen anything consistent with smoke damage being filmy or anything consistent with kerosene and I did not check the rest of the house. However, based upon the physical facts that I observed combined with my experience in fire investigation, I concluded that a burn time of 40-45 minutes would be consistent with that type of accelerant for this particular dwelling because of the tightness of the structure. It had to take at least that long to burn the hutch up because of the tightness. I have no opinion as to the amount of fuel that would be required to be consistent with a 40-45 minute burn. There would be no way to determine the amount of fuel poured on the floor because the carpet and the floor will act as a blotter and it will spread out. With the floor and carpet acting like a blotter, some of the kerosene would naturally get caught in the cracks in the sub floor.

The door was not locked. Sparks did not indicate that there was anything in front of the door or that he/she had to use force to get in. Since Sparks didn't say there was an obstruction of some sort, I think it's safe to assume that his/her entry was unobstructed. Red Blaze had informed me that the lock on the door had been broken on two prior occasions when there had been some thefts at the house, so the lock was unable to be secured at the time of the fire.

I returned to the fire scene on October 23<sup>rd</sup> with State Fire Marshal Burns. While Burns was checking on the perimeter, I was instructed to examine the electrical. I was an apprentice to an electrician about 15 years ago, and have some knowledge of electrical causes of fires. I saw no physical evidence that this was a fire having an electrical origin or cause. I examined the entire electrical system, starting with the exterior surface - - service entrance cable and main

circuit breaker panel to determine if there was any possibility of a short circuit. I found no evidence of any short-circuiting or ground faults had occurred at the service entrance equipment. I then proceeded from the service entrance panel to the outlying ends of the branch circuits. All the breakers appeared to be in the off position. None appeared to have tripped. There was no evidence of any short-circuiting or faults. The neutral conductors and ground conductors were examined and found to be sound. I then examined the Romex that exit the panel, and found no damage. There was damage approximately 7 feet from the exiting point on the panel to the Romex on the branch circuits, but this appeared to be from external heat only. I then progressed my investigation towards the origin of the fire, the kitchen area, examining all of the circuits within that area. There were quite a few exposed, bare conductors. But again it appeared to be due to external heating, rather than internal heating. At that point, I examined the branch circuits in the kitchen area – they appeared to be in the off position when the fire had occurred. There were single pull switches involved that controlled a chandelier in the general area of the origin of the fire. When I looked at it on the 23<sup>rd</sup>, it appeared that it had been in the off position. The wiring that supplied the chandelier had been terminated in a Rosite style box, which had been consumed by the fire. I was unable, however, to locate the chandelier fixture inside the structure at that time. I later learned that the chandelier, along with other debris had been removed as part of the overhaul procedures of the Fire Department. I did not look at the attic as I did not have a ladder with me. I continued with my examination of the electrical aspects of the residence by examining the electric baseboard heater. There was no evidence of any short-circuiting there. My conclusion was that the electrical system was not a cause of the fire. Burns reached the same conclusions as I did - that this was an incendiary fire and that Blaze had the motive and opportunity.

I did say to Red Blaze that someone who is divorced, has a house for sale, and has been having financial difficulties is obviously someone to investigate, but Blaze took it

completely out of context. I have been happily married for 15 years and can't imagine why anyone would resort to getting a divorce, even if you have problems, but I don't have any bias against divorced people. I also don't have any reason to be prejudiced against someone who is struggling financially. It's not like I was born with a silver spoon in my mouth. One of the primary motives for arson is financial gain. I had heard that Blaze had missed some mortgage payments and the bank was threatening foreclosure. I also heard that the Bank was trying to repossess Blaze's car. Blaze had little cash in the bank, and couldn't sell his/her house. The realtors kept advising him/her to lower the price. Desperate times call for desperate measures. So, no I don't assume that because you're poor you're guilty. I was saying that others on the outside would think Red Blaze was an obvious suspect, and I just needed to eliminate Blaze as a suspect. But then I was unable to eliminate Blaze because the time frames pointed in Blaze's direction as having the opportunity to set the fire. I ultimately concluded that Red Blaze was the person who set the fire. Red Blaze had the opportunity, the means and motive. I found no one else in my investigation who also qualified in all three areas.

Quite frankly, I think Red Blaze is a little unstable. Maybe Blaze is just depressed from the divorce and the fire was Blaze's plea for help or way to get attention. When I was doing my investigation, several neighbors, acquaintances and other people, including Sparks, consistently described a person who was erratic, at best. Realtors, who had listed Blaze's house for sale, said Blaze would call at all hours of the day complaining that the house was not being shown. Blaze also would throw down the realtor's sign on the ground and put Blaze's "For Sale By Owner" sign up instead. I had my own little run-in with Blaze. On October 30<sup>th</sup>, after I had interviewed some friends and acquaintances of Blaze, he/she came to the fire station and was yelling at me and calling me all sorts of foul names. Blaze was mad that I was interviewing his/her friends, neighbors and acquaintances. I tried to explain that I was just investigating the fire and Blaze kept accusing me that I wasn't investigating the fire, I was just investigating him/her. Blaze has got this ridiculous notion that I'm prejudiced.

I had nothing to do with Chris Waters getting canned at the Fire Department. Actually, I've worked a lot of cases with Chris and hold him/her in high esteem. Even though Chris had the least seniority among the fire inspectors at the LFD, Chris was reliable, dependable and a very knowledgeable investigator. Chris had an eye for detail and often picked up on clues that us "old dawgs" missed. In September and October, 2000, Chris was having some personal problems, unfortunately, and brought them to work, which interfered with his/her ability to focus and stay concentrated on the job. Chris was let go from the LFD after an incident that pertained to this particular investigation. Chris was supposed to call the State Fire Marshall on October 9 when this incident was labeled a "suspicious fire." I think Chris totally forgot to make the call, but is now trying to say that he/she never thought it was a suspicious fire, and that's why the call was not made. In this case, the delay didn't matter, but in many cases, it could seriously impair the ability to investigate.

I AFFIRM UNDER PENALTIES OF PERJURY THAT THE ABOVE STATEMENT IS TRUE AND CORRECT TO MY BEST BELIEF AND KNOWLEDGE.

SWORN AND SUBSCRIBED THIS 28<sup>TH</sup> DAY OF FEBRUARY, 2002.

Pat Hayes

## **Sworn Statement of Terry/Terri Part - Denai Insurance Company Representative**

I am employed by Denai Insurance Company as a claims representative in the arson/fraud division. I have been with Denai for 3 years. I have a college degree in Criminal Justice from Indiana University - I received my B.A. in 1998. I hale from Unadilla, Georgia, but the Midwest kinda' stuck on me after college. There wasn't a specific college course on arson in the Criminal Justice Department at IU, but I did take a lot of classes on crime and the criminal mind. Denai did send me to an in-house training on arson investigations at their corporate headquarters in Hartford, Connecticut. It was a one-week class.

Prior to being employed by Denai, I worked as an investigator for the Boone County Prosecutor's Office for one year. I was terminated from that position when I failed a drug screen test. What a bunch of malarkey! I don't do drugs - never have, never will. Drugs are for losers. I can't explain the test results - all I can say is labs do make mistakes. I tried to have the Prosecutor's Office reconsider their decision, but they have a zero tolerance policy. Don't get me wrong, I love my job now, but still the whole drug accusation embittered me. Ever since then, I suppose I've taken the hard line approach. I don't cut anyone any slack. I sure didn't get any. That's probably why Denai put me in the arson/fraud division because you have to be a tad on the cynical side. It's like my grand pappy always said, "at night, all cats are grey," meaning you can't always tell a person's true character or, things are not always what they may seem. Lots of insurance scams are going on everyday. People are clever out there - they're always trying to pull one over on you, and you' all have to stay a step ahead.

I learned a lot about arson from taking the in-house training course on arson investigations, plus I keep up with current data and statistics. Arson is not a hidden crime. It's murder by fire, a violent crime against property and people. Exhibit K shows some pretty interesting statistics. I prepared the exhibit from data compilations of three public agencies whose duty it is to report these matters.

I am the person who had the direct responsibility for reviewing the claim by Red Blaze

for the loss resulting from the fire on October 6, 2000. Well, first it went through the normal channels for an ordinary loss claim, but when the investigation reports from the Fire Department and the Fire Marshal came back with conclusions of an incendiary fire, they shipped the claim on up to me. I denied Blaze's claim. Attached as Exhibit L is a true and accurate copy of my letter to Blaze denying the claim.

There were two bases under the policy upon which I relied to deny coverage. First, coverage under the policy is only provided when there is an accidental loss. In this case, the investigations concluded that the fire was intentionally set, and not the result of the accident. The other basis is that the policy states that it is void if the insured commits any fraud relating to the insurance. A true and accurate copy of excerpts from Blaze's insurance policy is attached as Exhibit A. We've recently revised the insurance policy with the following exclusion:

"Coverage for bodily injury, personal injury, and property damage do not apply to any injury, damage or loss which may reasonably be expected to result from the intentional or criminal acts of one or more insureds or which is in fact expected or intended by one or more insureds, even if the injury or damage is of a different degree or type than actually expected or intended."

However, that exclusion clause was not included in Red Blaze's policy and was therefore not considered in my determination to deny coverage.

I relied on the reports of Hayes and Burns to arrive at my decision to deny coverage. Both reports unequivocally determined that the fire was incendiary and that Red Blaze was the culprit. I had the reports of Hayes and Burns one week after the fire. There are several reasons why the letter to Red Blaze denying coverage was delayed. First, Blaze delayed the process by not filing a proper Proof of Loss form. Attached as Exhibit M, which is a true and accurate copy of the letter I sent to Blaze about completing the Proof of Loss Form. Exhibit C is a true and accurate copy of the Proof of Loss form subsequently submitted by Blaze. Second, I was sort of new to the job back then and I wanted to be thorough so I took my time making sure everything was in place. Third, I was hoping for a criminal prosecution, then if Blaze were convicted,

there's little question that a denial by Denai was justified. It is not mandatory that we have a criminal prosecution to deny coverage. I don't get prosecutors. They seem reluctant to prosecute these claims, especially when it is a seemingly "victimless" crime. But, what about us - the insurance company? We're the victim. If we have to pay on these fraudulent claims, the public suffers too because that means everyone's insurance premiums are going to go up to offset these losses. Anyway, after about three months, when it appeared that the prosecutor's office was not going to pursue Blaze, I returned again to the reports of Hayes and Burns. Their conclusion that the fire was incendiary was logical based upon the charring patterns, the lab tests confirming a petroleum-based accelerant present, and the fact that the furniture was burned from the underside showing a fire originating from the ground. It was also easy to conclude, like they did, that Blaze was guilty. Just look at all of the loopholes in Blaze's story. Plus Blaze, must've called me at least a thousand times - okay maybe not a thousand, but it was an awful lot! Blaze seemed too eager to get the money. It was as if Blaze wanted me to rush through the investigation so that I wouldn't find out the real truth. During some of the calls from Blaze, he/she just yelled and screamed into the phone. I think Blaze is hot-tempered because the smallest of things would set him/her off during our phone conversations - like when we were talking about the fact that Blaze's cat survived the fire, and I jokingly said the only cat I like is a dead cat. Whew! Blaze chewed me up and spit me out on that one! I thought that as vicious as Blaze could get, that he/she would not take a denial without a fight, and there's always potential for people these days, especially ones like him/her that will file a bad faith claim against an insurance company just because we deny their hokey claims.

I don't recall telling Blaze that I was concerned about Waters' inconsistent report. If I said that to Blaze, it was only to keep Blaze off guard. Blaze seemed to me to be the type that would try to cleverly figure out where you' all were headed just so they can cut you'all off at the pass. I never thought there was any validity to Chris Waters' report. Waters was not the primary investigator, and Waters was subsequently let go from the fire department, so that

speaks loud and clear of Waters' credibility and reliability to me.

I also wasn't concerned about the fact that there were valuable items that were consumed by the fire. On one of the first claims I was assigned, I approved payment of a claim just because I thought that a person wouldn't let something valued be destroyed by a fire. I later found out that guy had failed a polygraph, but by then the money paid on the claim had vanished. So, I don't fall for that again. It's like my grand pappy says "a scalded cat fears even cold water," meaning once fooled, you're twice as careful. In my training I've learned that the mindset of an arsonist is that they're going to get reimbursed for those valuable goods, sometimes at a premium if you' all have replacement insurance. As for the heirlooms or non-replaceable items, again that doesn't concern me. First, there were a few things Blaze claimed were lost in the fire, like the collection of silver coins. Blaze said they must've melted but no one ever found any melted silver lying around. As for other "valuables" -ever heard of a sacrifice play in baseball? Well same thing goes here. I've learned in my training that arsonists like to make the fire look like it wasn't planned. So they'll sacrifice a few things, usually things they've had for years but really don't care about anyway, or things that are part of their old life, and the fire is part of their escape from that. I doubt the cat meant much to Blaze either - how could it? It's just a cat. Anyway, the cat survived - Blaze probably figured on that.

In the three years that I've been with Denai, I've handled a total of 68 claims where arson/fraud was suspected. Of the 68 claims, I have denied 62 because I believed there was sufficient evidence to show that the policyholder either intentionally set the fire or caused it to be set to defraud Denai. That may sound like a high percentage, but you' all got to remember that if it comes to me, the claim has already gone through the normal claims process, so there is already suspicion of arson/fraud. My percentage of denials is slightly higher than the other claims representative in my group, but I believe that's just because I'm tenacious. The people in my group call me "Tear-A-Part" as a twist to my name because I'm able to tear apart these fraudulent claims. In fact, I'm doing so good, the Manager of our group is considering me for a

promotion. Of the 62 claims denied, 12 were convicted of arson, another 18 never pursued the denial any further, we ended up paying some or all of 21 claims either by judgment or settlement, 7 of the denials were upheld in court, and 4 are still pending.

We've never been hit with punitive or exemplary damages though. I think the court's realize that we're not trying to avoid claims, but instead realize that we just looked at the evidence differently than someone else might, so there's no bad faith. I think Blaze's claim of bad faith, just like all of the other people with denied claims, is just a defense tactic to divert attention away from themselves. Same goes with the defamation claim - sure we made statements to the press - but Blaze instigated all of that. Blaze was on some mission to smear us - so when the reporters called, sure, I told 'em that the evidence established that it was an incendiary fire and that Blaze had the motive and opportunity to set it - all of it a truthful statement. Blaze is just looking for some angle to play. I know the type.

I AFFIRM UNDER PENALTIES OF PERJURY THAT THE ABOVE STATEMENT IS TRUE AND CORRECT TO MY BEST BELIEF AND KNOWLEDGE.

SWORN AND SUBSCRIBED THIS 28<sup>TH</sup> DAY OF FEBRUARY, 2002.

T. Part

## **Sworn Statement of "Red" Blaze**

My name is Aredo Blaze. "Aredo" is an old family name - not many people from these parts ever heard of it, so I just go by "Red." I was born and raised in New Orleans, Louisiana. 'Been up here, North, since 'bout '97. Came up here, travelin' with a band. Zydeco - that's my trip. I play a fiddle, and Battleground has one of the best fests around for fiddlers. Every year, there's a Fiddler's Gathering in Battleground and pickers and strummers of every kind come from all around to strut their stuff. We, my band, "Firehouse," came up here for the Gathering in '96 and '97. I decided to stay up here after the '97 trip. Firehouse was breakin' up anyway - dunno if it was lack of gigs, and everyone tired of empty pockets, or just time to be movin' on, but that's what we did. I stayed in Lafayette because I fell head over heels in love, and decided to get hitched. We tied the knot that December and bought a house by the followin' September - - took all of my savings to get it along with a small mortgage. My plan was to form a band. I didn't work the first couple of years of the marriage - except to occasionally fill in when someone else couldn't make it in a group. I'd met up with some pretty cool fiddlers around here, and thought I'd find me a band sooner or later. I reckon' I was wrong about that. But, neither whiskey nor promises can change reality.

I gave it a good try, three years. I had settled in to the community. Even gotta job - to make ends meet. The pickins' were few and far between - 'cause I only had a high school degree. I started work at Denai Insurance Company as an agent. I sold a multi-line of life, health and auto. I worked there about 6 months. I quit there because my supervisor harassed me day in and day out. I thought I was a better agent than most, I had even built up my own clientele. But, the supervisor and me, we were like oil and water - we just didn't mix, you know what I mean? I'm not a disgruntled employee. Not even the slightest bit bitter. I mean, I hadn't exactly made selling insurance my life.

My marriage did fall apart shortly thereafter. I don't blame it on Denai though - - the job thing was just the last straw. The divorce was bound to happen - we hardly knew each other

when we got hitched. Don't they say you should know a person through all 4 seasons before you get married? Our divorce was a done deal by July, 2000 - haven't heard hide nor tail from him/her since. I resent any insinuation that I was depressed from the divorce, and that I caused the fire as some pathetic "plea for help." I wasn't exactly jumpin' for joy when we divorced, but, hey, it happened - you move on.

I got the house in the divorce and put it up for sale in July, 2000. I thought it'd sell real quick. I was hopin' it would be sold by October, so I could move back to New Orleans in time for the "Cajun/Zydeco Fever" held in Baton Rouge every November. The realtors and me went rounds. I wanted to list it for \$80,000, but the realtors wanted to list it at \$67,000. They kept tellin' me I had it priced too high for the market. By the time the fire occurred, they were telling me to list it for \$60,000. I went through two realtors before I decided to just sell it myself. I blew up at one realtor because they never showed it except once during the month I had it listed with them. They got tired of me callin' up all the time complain' about them not showin' it so they let me outta the contract. The other realtor wasn't much better. They said that if I thought I could do a better job that I ought to "go for it." So, I put my own sign out in the yard. Sure, I would knock their sign on the ground a few times or even put my own "for sale" sign in front of theirs every now and then. That doesn't mean I'm irrational or hot-headed. I figured I was doing all of the work - why should their sign be up? I never did get it sold 'cause the fire happened.

Shortly before I left Denai, I insured the house through them. I thought their coverage was pretty good. The policy was based on replacement cost with like-quality materials. Plus the insurance cost was cheaper than what I had on it before.

At the time of the fire, all I owned, practically was in that house. I had no savings account on August 6, and only had about \$300-500 in my checking account. In the fire, I lost everything - - it was devastating. My fiddle, which has been passed down, through many generations of fiddlers in my family - gone - up in smoke. I had a coin collection, silver, worth about \$1,000, consumed by the fire, an antique china cabinet, and all of my furnishings and

belongings, photos, - - everything, destroyed. Even Smokey, my cat, nearly died in the fire. Fortunately, Smokey was able to escape the flames, and only suffered from a singed tail, and the smell of smoke. How could anyone ever think I had anything to do with the fire? Why would I ever let my personal belongings, some irreplaceable, be destroyed? And my cat - - I love my cat. I can't conceive of a person who would willingly let their cat die for some financial gain. Here, I'm the victim, my house has been destroyed, the instrument of my music taken from me, my cat nearly died, and yet I'm made to look like some money-hungry, irrational, depressed, lunatic.

Officer Hayes is the head case. Hayes has so many biases and prejudices that he/she can't see straight. The first time Hayes talked to me, he/she said that divorced people were prime suspects for an arson investigation. Excuse me? I admit I told Hayes off. I said, "yeah, well a wrinkled brow doesn't mean that the brain is working, sometimes it's just a bad headache." I was infuriated. I'd been through the most traumatic event of my entire life and then I get some bigot making rude remarks and jumpin' to conclusions. Hayes had this sort of better-than-thou attitude. Some people think that their face is not connected to their backside. Hayes tried to imply that I had financial motive too. That's nonsense! I would consider my financial condition at the time of the fire to be stable or good. I did bounce a check to Hook's, but it's not because I'm some sort of low life. Actually I was trying to close an account, because I was planning on eventually moving out to the area and I was trying to wrap up my affairs here. I didn't realize that one of my checks hadn't cleared, so a \$4 check bounced. There were no criminal charges brought against me for check deception. The manager at Hooks told me to come down to the store and take care of it, and I did.

On the day of the fire, I was up at 5:30 a.m., like every other morning during the week. I got up, started the stove, turned on a small kerosene heater, fixed breakfast, went out, got a newspaper, and came back at about ten or fifteen after eight o'clock. I watched the morning news, then showered, and dressed, and left the house. Before I left the house I shut the TV off

and turned off the kerosene heater. I don't recall if I shut the lights off before I left the house. When I left the house, the kerosene heater was in the kitchen. It had been filled a day or two before the fire. I fill it up in the kitchen. I had not spilled any kerosene when I refilled the heater. I normally keep the kerosene in the garage. There was no fuel oil or paint thinner in the house or garage. To my knowledge, no flammable material had been put on the carpet in the week or two before the fire.

I locked the front door when I left. The door to the side of the garage had a broken lock, because I had a break-in two weeks prior. When the police investigated it at that time, they said that it looked like the work of juveniles. My computer was stolen then, but nothing else. But, the door in the garage to the house would have been locked. I'm sure I locked it, it's a matter of habit. The only people who would have a key are my ex and Jesse/Jessie Sparks.

I left the house around 10:00 am or 10:30 am. I went to the Hooks Drug Store first. It takes me 20-25 minutes to get from my house to Hook's. I was in Hook's 10 to 15 minutes because I talked to the pharmacist. Then I went and got gas, and talked to the manager at the service station about music because he was listening to a blues station. It took me about 20 to 25 minutes to go from Hooks to the gas station, and I was at the gas station for 5 or 10 minutes. I then went Clips and Cuts for a hair appointment I had at 11:30. It takes me 30 to 35 minutes to get from the gas station to Clips and Cuts. My haircut lasted about 20-25 minutes. I scheduled my next appointment and left Clips and Cuts about 12:15. Then I left to go home, when I got a call on my cell phone from Jesse/Jessie Sparks that my house was on fire. Jess is always kidding around – a real clown – and so I thought it was all a joke when he/she called, so I was playing along with what I thought was a joke and I said “yeah, and I'm the arsonist” or something like that. There was dead silence on the phone, and I realized this was no joke. I clicked off the phone so that I could keep my wits about me when I drove back to the house.

When I got back to the house, there wasn't any smoke anymore, there were firemen and trucks. I was upset because I had left the cat in the house and thought it was dead, plus my

home was destroyed and everything was gone. Chris Waters, one of the inspectors, came and talked to me. Inspector Waters said that it didn't look like a set fire. Inspector Waters said that the manner that it burned, roof first, and ceiling, that it appeared to be an electrical fire, perhaps something in the attic, and spreading. I indicated that I had some trouble with one of the light fixtures in the dining room, the light wouldn't go on and off with the switch, even when I put new light bulbs in it. Chris and I walked into that area of the house and there were these round canisters on the floor, and Inspector Waters asked me what those were, and finally I figured out that they were the burned canisters from the dining room chandelier. Waters thought the source of the fire was probably caused by a kitchen appliance. I still believe the cause was an electrical fire because I had a total electric home. I have a friend who is a fireman, and he said that the only place where the rafters were burned from the bottom instead of from the top is right where the chandelier hung. All of my neighbors think it is hilarious that anyone would call the fire suspicious.

I did get a threatening telephone call on the day of the fire. The phone call was at 9:30 that morning. I don't remember the exact words, but the caller said something like "Are you going to be home today?" I asked "who is this?" The caller replied something like "I'll be there, I have something to bury." I think it was just a joke or someone with the wrong number.

I was threatened not to long ago by Sparks, who did some odd jobs around the house, like painting walls, the trim, fix-it jobs. I had to let Sparks go because I just didn't have enough money. Sparks was real angry when I told him/her I couldn't keep him/her on anymore because of my finances. Right, yeah, like I owed him/her to keep him/her on forever to supplement his/her lackadaisical lifestyle. Sparks had a key to the house, and wouldn't return it when I asked. So, I stopped payment on Sparks' last check. Then Sparks came to my house and threatened me, and I said I would write a new check as soon as I got my key back. Sparks came up with the key and we parted ways. I think Sparks may have made a duplicate key. He/she had the opportunity to do that.

This whole investigation's been a sham. The investigation has been run by fanatical narrow-minded lunatics who keep investigations open without reason. Hayes ought to retire so he/she can fulfill his/her dream of being a private investigator for insurance companies. They didn't take any physical evidence until several days after the fire, after the house had been left open, unprotected, and apparently trespassed and vandalized during that period. During this time no one was saying arson. Only after the time when there was opportunity to jeopardize the investigation did they take any samples. When I asked Hayes for a report of the investigation Hayes told me that I should not expect a report, and that he/she would hold this investigation up as long as he/she could, legal or illegal because he/she had the power to do that.

I feel that Denai is up to no good. I've heard lots of complaints about Terry/Terri Part. Denai's been way too slow about getting this done, it should've been wrapped up weeks ago. I bought a policy in good faith. My personal life has not one thing to do with the policy or the fire. Denai has defamed my good name to the press. Denai stated in a newspaper article on November 3, 2000 that arson was the suspected cause of the fire at my home. They said that all suspects had been eliminated except me, that I had motive and opportunity, and that they were still investigating. They made me look like a liar, like my statements about what I did that day and where I had gone. They even suggested that they believed the motive was financial gain. I can't believe they can say these things to the public with out any truth to it.

I would like Denai to settle my claim promptly and I'd like to have no more libelous statements made about me - saying it's arson and that I'm a suspect is libelous!

I AFFIRM UNDER PENALTIES OF PERJURY THAT THE ABOVE STATEMENT IS TRUE AND CORRECT TO MY BEST BELIEF AND KNOWLEDGE.

SWORN AND SUBSCRIBED THIS 12<sup>TH</sup> DAY OF JANUARY, 2001.

Red Blaze

## **Sworn Statement of Chris Waters, Expert Witness**

My name is Chris Waters. I was previously employed by the Lafayette Fire Department. I had been with the Fire Department from 1998 to 2000. The first year I was a firefighter, but then I was promoted to Fire Inspector in 1999. During the time that I was employed by LFD, I always received exemplary reviews. I was let go in October, 2000 because of budget cutbacks. I had the least seniority of the Fire Inspectors and so I was the one naturally cut. The Chief told me that if the Department gets more funding in their budget, he'd bring me back in a heartbeat. It doesn't look like the budget will ever be restored, so I've moved on. I'm currently acting as an expert witness in arson/fire cases throughout the Midwest.

Although I didn't investigate this particular incident in my capacity as a private investigator, I did investigate it as a Fire Inspector for LFD. Red Blaze did not pay me for my investigation, however, I am being paid by Blaze at my normal hourly rate of \$200/hour for my time to show up at court as an expert witness in this case. Surely it is obvious that the fact that I'm paid for my time, does not influence my opinion, as I reached my conclusions long before I ever knew I was going to be hired as a private investigator.

I have had considerable training in cause and origin and investigation. I graduated from Purdue University in 1997 with a double major in Electrical and Materials Engineering. I also have successfully completed the following courses at the National Academy of Fire while I was with the LFD: R205 - Fire/Arson Investigation, R207 - Management for Arson Prevention and Control, R208 - Interviewing-Interrogation Techniques and Courtroom Testimony, and R811 – Advanced Fire Cause Determination.

Upon my inspection of the physical evidence in this investigation, it is my considered opinion that the cause and origin of the fire was electrical. I was the first Fire Inspector on the scene, I saw the residence and the evidence before anyone had a chance to tamper with it or contaminate it.

I arrived at the scene on October 6, 200 at 11:29 a.m. I assisted with putting the fire out and then commenced my investigation of the cause and origin of the fire. The first thing I examined was the entire electrical system. I checked the circuits, the breakers, and conductors. While most of the damage to the breakers, circuits and switches appeared to be from external heating from the fire, I noticed something very different going on with respect to the chandelier. First, the electrical switch was in the “on” position and there appeared to be some internal fire – some of the wiring was totally bare and the insulation near the switch was completely burned through. So, I took a ladder and set it up in between the dining area and the living room to check the overall condition of the wiring above. There was some arcing of wires. They had more or less fused together. I traced them back to the switch for the chandelier. That evidence indicated the possible origin of the fire – it was definitely electrical at that point. The other possibility for arcing could have been one of the small appliances on the kitchen counters – toaster, electric can opener, waffle iron, mixer. The appliances were a very plausible origin and cause of the fire because of the heavy fire damage in the kitchen. I was removed from the case before I got the chance to check these appliances.

I spoke with Red Blaze. Blaze was obviously emotional about the fire and very concerned about his/her cat possibly being killed in the fire. I left the scene and returned about 45 minutes later. I spoke with Blaze again. Blaze had located his/her cat. The cat was in Blaze’s car. Blaze said that the cat had a singed tail and had a heavy smell of smoke. I could not verify either as the cat was in Blaze’s vehicle. Blaze and I discussed possible points of origin for the fire to help direct our investigation. Blaze said that the kerosene heater was off before he/she left the house. Blaze also thought that all the light switches were in an “off” position. When I asked specifically if the light switch for the chandelier in the dining area was also off, Blaze indicated that it possibly could have been in the “on” position because he/she was having trouble with that light switch. As I recall, Blaze indicated that the light sometimes

flickered on when the switch was turned on, and sometimes it wouldn't. Blaze also said that the light sometimes would flicker on even in the off position. Blaze said that the switch may have been in the "on" position and he/she didn't know because the light was not on. Blaze's description of the problems with the light switch directed my investigation further as to the origin and cause of the fire.

I did not suspect arson as a cause of the fire. First, there was no smell of an accelerant when I entered the residence both times on the day of the fire. I also considered the emotional state of Red Blaze, the value of the property that was destroyed by the fire, particularly items that could not be replaced and would have sentimental value. An arsonist would typically remove such items prior to setting a fire – it's instinctive as human nature not to want to part with items of sentimental value.

I returned to the scene on October 11, 2000 with Insp. Hayes. Hayes, my superior, directed me to obtain various samples of debris from the floor. We also looked for a container that the kerosene would have been stored. We found a plastic blob on the front steps of the home in a pile of rubbish. The pattern of the blob matched the protected (less damaged) area of the kitchen floor. It was unclear whether the plastic blob was from the kerosene container or some other plastic container. I indicated to Hayes that my opinion was that the fire was electrical. Insp. Hayes disagreed with my opinion and suggested that arson was the cause of the fire and that he/she believed that Blaze had the opportunity and motive to do it. I was surprised that Hayes had jumped to this conclusion, as I've always felt Hayes was pretty thorough. Hayes hadn't even talked to Blaze when he/she made that statement.

Within a few days after this incident where Hayes and I disagreed, I was let go. I had low seniority at LFD and we had recently been hit with severe budget cuts in the department, so it was natural that my position would be eliminated.

The lab results came to the Department after my departure, but I have since reviewed the results. I think the lab results are inconclusive. There are inconsistent results between the lab tests for Burns' samples and the lab tests by the ATF. Second, an accelerant could have been easily spilled on the parts of the floor, during the process of firefighting or overhaul procedures, when the kerosene heater was still present. Third, we cannot eliminate the possibility of contamination of the scene after the fire. The scene was not properly secured to avoid tampering or contamination.

I AFFIRM UNDER PENALTIES OF PERJURY THAT THE ABOVE STATEMENT IS TRUE AND CORRECT TO MY BEST BELIEF AND KNOWLEDGE.

SWORN AND SUBSCRIBED THIS 28<sup>TH</sup> DAY OF FEBRUARY 2002.

Chris Waters\_\_\_\_\_.

## **Sworn Statement of Jesse/Jessie Sparks**

My name is Jesse/Jessie Sparks. I'm 19 years old. I'm still living at home with my parents. I dropped out of high school when I was 16. I tried to get my GED, but, books aren't my gig. I always fancied myself as a comedian anyway. I like being on stage, like the whole world's watching me. It's a thrill. You can make every situation into a show, if you let your imagination run with it. I'm just hanging around here working on my stand-up material and trying to earn enough bucks so I can move to Vegas or California.

I come from a large family, we're a baker's dozen – twelve siblings, and me. I always said that you have to have humor to survive in a large family. Plus you have an automatic audience. As the youngest in the family, and having a wicked sense of humor, I've always been center stage. I don't think my family business is any of your business, but yeah, a few of them have been in trouble with the law. Some of the older ones used to play pranks on some of the neighbors. Nothing harmful, just jokin' around/goofing off. I think the charges were for vandalism and truancy. When you're in a big family, it seems like you're easy targets, I know they didn't do half the things the cops said they did. They're all grown up now anyway, and all of that is behind them. The cops pulled me in one time with some of my brothers and sisters when I was 16 on some trumped up vandalism charge, but they just questioned me and let me go. I was never arrested or even charged.

I live in the same neighborhood as Red Blaze, just a couple of houses down the street. I've also worked for Red Blaze on and off doing odd jobs. I did some work in August and September when Red's house was for sale. I did some landscaping in August – nothing much, just trying to spruce up the outside to draw attention to the house. When the house wasn't selling, Red had me come back in September to do some painting. Red gave me a key to the house, so I could just come in when I wanted to do the work. I was working quite a few hours doing the painting, and getting some pretty steady income out of it too. I thought, "groovy baby"

– you know – this is my ticket out of here. Then one night, Red, out of the blue, hands me my paycheck, and tells me that he/she’s not having me do any more. When the job ended, I thought “that kills.” Just when I thought Vegas was within reach, I saw that dream slipping away. I’d been late on my car payments, and Thrifty Loans was saying if I didn’t come up with the money by next week, they were taking my car. How was I going to get to Vegas without any wheels? All I needed was one more week of pay. Red and I had an agreement to paint every room in the house, and I had only completed about half. Red and I had a pretty heated argument about it. We had a deal – it wasn’t in writing but we shook on it. What’s a person worth if you can’t take them at their word. I said, “you’ll pay for this.” I didn’t mean it like a threat. I was just messin’ with Red’s mojo – you know, I wanted him/her to feel guilty about smashing the dreams of a rising star. Red must’ve taken me pretty seriously because he/she demanded his/her key back to the house. I refused to give it back. Sure, at the time, it crossed my mind to do something vengeful, but, I would never act on my rage. We all have impulses at times but you don’t follow through with them. I cooled down later, and decided to just go with the flow. I should’ve expected it anyway. Red was having a hard time financially. The house wasn’t selling, and he/she had quit his/her job. When I was there painting, I saw a letter sitting out on the table about a default on the mortgage and threatening foreclosure. And then one day, when I was there wrapping things up for the day. I saw a tow truck pull up behind Red Blaze when he/she pulled up into the driveway. I was in the house and couldn’t hear what they were saying, but it looked like a heated conversation. Red was pointing a finger at the face of the man with the tow truck. I think the man was there to repossess the car. Red never said a word about it. But, trust me I know all about repo’s - I had my car repo’d when Red cut me off from my income.

I’ve seen Red get pretty upset with people. Red’s a little hot-tempered. I always thought that’s why he/she is nicknamed “Red.” Red was really fuming when he/she was forced to leave Denai because of the harassment. Red was especially irritated at the realtors, saying they

weren't doing their job, and that they were always trying to lower the price because they'd rather have a quick sale then worry about a few more dollars in commission. I couldn't blame Red for being mad. I'd be irritated too if someone was trying to scam me. Red went out and got a "Home For Sale By Owner" sign and would throw down the realtor's sign on the ground, and put his/her sign up instead. Then the realtor would come by and do the exact opposite. It was almost like a daily occurrence for a period of a week. Sort of comical if you ask me. It was like watching the "Three Stooges". Finally, Red said that the realtor told him/her that if he/she took the realtor's sign down again the realtor would take him/her to court. So Red left the realtor's sign up, but then Red put his/her own sign up directly in front of it so you couldn't read the realtor's sign. Hilarious! If only I could work that into my stand-up routine.

Red constantly complained to me, especially in late September, about what a hard time he/she was having selling the house. Red said that the realtors wanted to lower the price to \$50,000 or \$60,000, I think. He/She was saying it wasn't worth it because by the time they took out their commission, and the mortgage was paid, and he/she paid half the equity to his/her ex under the divorce decree, Red would have nothing left. I think Red had run up quite a few tabs around town too at the music stores. Then one day, Red said, and I remember this as clear as if it were yesterday, "I'm just going to burn this house down and get the insurance money." I told that to the Fire Inspectors too. I offered to take a polygraph. I called the newspaper after the fire and told them that too. I thought I'd get quoted in the paper or something, but they brushed me off. Now it looks like I'll get my chance to be the star witness. I'm looking forward to the trial of this case – it'll be so cool to testify in front of everybody.

On October 6, 2000, I was out raking up some leaves in one of the neighbor's yard, earning some cash, when I saw Red leave the house at 8:15 am. I know that time is right because I had just looked at my watch to see what time I had started raking, so I could tell the Collins' what they owed me. Red came back, 5-10 minutes later. Then about 10:00 am, I was finishing up the yard work I had started, when I saw Red leave the house again. I remember

thinking I had 15 more minutes left before I'd have 2 hours worth of work done. Later that morning, I was out in the neighborhood dog walking. I do that as another side job. I was walking 4 dogs starting at 11:00 am. It was supposed to be an hour walk, but because of the fire I didn't get to do the full hour. So, I'm walking the dogs, and I'm going through my stand-up routine, using the dogs as my audience, (they're a tough crowd – never laugh at any of my jokes) when I see some smoke coming out of one of the windows of Blaze's house. And I think "yikes, Red really did it – he/she wasn't blowing me smoke", excuse the pun." So, I think hey I can be a hero here, maybe even get some news coverage, as the person who saved the day. So I run to Blaze's house, 4 dogs in tow, drop the leashes and run into the house. The door to the back of the house was unlocked and so was the door into the garage, but the smoke was too heavy, I started coughing and choking to death practically trying to go in it. Anyway, I had my cell phone with me, so I call 911 and tell them about the fire. The time was shortly after 11:15 a.m. Then I realized that the dogs are all gone and so I start chasing around the neighborhood trying to get them back before I catch some heat from my clients. It took me a good hour before I caught them. The sirens from the fire trucks and all of the commotion made the dogs nervous, so the dogs wouldn't come to me easily. As soon as I rounded them up and returned them to their respective homes, I called Red. I told Red that his/her house was on fire, and Red said "yeah, and I set it." I couldn't tell if Red was joking or serious. There was dead silence and then the phone clicked off. I think it's awfully suspicious that Red talks about burning the house down for the insurance money, then next thing you know the house is on fire. Draw your own conclusions, but it seems obvious to me.

Red did have some valuables in the house – especially that fiddle – it was like his/her baby. The fiddle and Smokey, they both meant a lot to Blaze. Who's to say Red didn't move them before setting the fire?

I AFFIRM UNDER PENALTIES OF PERJURY THAT THE ABOVE STATEMENT IS TRUE AND CORRECT TO MY BEST BELIEF AND KNOWLEDGE.

SWORN AND SUBSCRIBED THIS 28<sup>TH</sup> DAY OF FEBRUARY, 2002.

Jess Sparks\_\_\_\_\_.

**DENAI INSURANCE COMPANY**  
**HOMEOWNER'S PLUS POLICY EXCERPTS**

Section I - Coverage A - Dwelling

**We cover:**

1. The insured premises.
2. Private structures owned by you, not attached to your dwelling.
3. Losses to trees, shrubs, plants and lawns at the insured premises. This protection applies to loss caused by fire, lightning, explosion, riot, malicious mischief, vandalism and theft.

**Losses We Cover:**

We will pay for accidental direct physical loss or damage to the property described in Coverage A, except as excluded or limited in this policy.

**Exclusions:**

We do not cover loss or damage to the property described in Coverage A which results directly or indirectly from:

1. Wear and tear, marring, scratching, deterioration, latent defect, mechanical breakdown, rust mold, wet or dry rot, contamination, smog, smoke from agricultural smudging or industrial operations, settling, cracking, shrinking, bulging, or expansion of pavements, foundations, walls, floors roofs, or ceilings. EXCEPTION: We cover any loss that follows caused by fire, smoke, that is not from agricultural smudging or industrial operations, explosion, collapse of a building, glass breakage or water damage not specifically excluded in this policy.
2. Theft to a dwelling under construction until the dwelling is completed and occupied.
3. Vandalism and malicious mischief or glass breakage, if the property covered was vacant for more than 30 consecutive days immediately prior to the loss.
4. Water damage. This includes flood, surface water, overflow of any body of water, water which backs up through sewers or drains, water below the surface of the ground. EXCEPTION: Direct loss that follows water damage and is caused by fire, explosion or theft is covered.
5. Neglect on your part to use all reasonable mean to save and preserve property at and after the time of the loss.

### **Scope of Exclusions:**

We do not insure for loss directly or indirectly contributed to, caused or aggravated by one or more of the items below:

A. conduct, act, failure to act, decision of any person or group, whether intentional, wrongful, negligent or without fault;

B. defect, weakness, inadequacy, fault or unsoundness in planning, zoning, surveying, design, workmanship or maintenance of the dwelling.

### **General Definitions:**

“conduct” means any act, omission, or decision whether it be intentional, wrongful, negligent or without fault.

### **General Conditions:**

Concealment or Fraud: This policy is void if the insured conceals or misrepresents any material fact or circumstance or commits any fraud or false swearing relating to this insurance, either before or after the loss.

### **What You Must Do After A Loss:**

If you have a loss, you must:

1. Give us written notice immediately, and in case of theft, promptly notify the police.
2. Protect the property from further damage, and keep a record of necessary expenditures.
3. Prepare an inventory of damaged property showing in detail, the quantity, age, description, actual cash value and amount of loss for each item.

Within 60 days after loss, you must file with us a signed and sworn proof of loss, stating to the best of your knowledge:

1. The time and origin of loss.
2. Your interest in the property.
3. If loss is to a building, who occupied it at the time of loss.

**DENAI INSURANCE COMPANY  
DECLARATIONS**

Policy Number: 466 59 7282 1      Effective Date: 5/24/00      Expiration: 5/23/01

Named Insured:      Aredo Blaze  
                                 2139 Ash Court  
                                 Lafayette, IN

Coverages and Limits of Liability:

Coverage A

Dwelling:	79,700
Private structures:	7,970
Personal Property	44,050
Additional Expenses	19,925

Coverage B

Medical (ea.pers.)	1,000
Medical (ea. Acc.)	1,000
Personal Liab.	1000000

Rating:

Year constructed:	1979
Construction:	Frame
Protection class	7A
Feet from Fire	
Hydrant	1000

Mortgagee:

Gilded Bank of America  
P.O. Box 1010  
Cleveland, OH

**SWORN STATEMENT  
For  
PROOF OF LOSS**

Policy No. 466 59 7282 1  
Amount of Policy at Time of Loss: 79,700.00  
Date Issued: 5/24/00  
Date Expires: 5/23/01

To the Denai Insurance Company \_\_\_\_\_ [insurance company name]

At time of loss, by the above indicated policy of insurance, you insured Aredo Blaze 2139 Ash Ct., Lafayette, IN \_\_\_\_\_ [insured's name and insured property]

Time and Origin: A fire \_\_\_\_\_ loss occurred about the hour of 11:19 a.m. on the 6<sup>th</sup> day of October, 2000, the cause and origin of the said loss were undetermined .

Occupancy: The building described was occupied at the time of the loss as follows, and for no other purpose whatsoever: dwelling \_\_\_\_\_ .

Title and Interest: At the time of the loss, the interest of your insured in the property therein was Titleholder \_\_\_\_\_ .

No other person had any interest therein or encumbrance except: Gilded Bank of America

The Actual Cash Value of said property at the time of the loss was:	\$129,090.08
The Whole Loss and Damage was:	\$136,546.38
The Amount Claimed under the above numbered policy:	\$128,504.61

Statement of Insured: The said loss did not originate by any act, design, or procurement on the part of your insured, or this affiant; nothing has been done by or with the consent of your insured to violate the conditions of the policy or render it void; no property saved has been concealed in any manner, and no attempt to deceive the said company, as to the extent of said loss, has in any manner been made. Any other information that may be required will be furnished and considered a part of this proof.

The furnishing of this blank form is not a waiver of the insurance company's rights.

State of Indiana  
Tippecanoe County

Red Blaze \_\_\_\_\_ .

Subscribed and Sworn to before me this 4<sup>th</sup> day of December , 2000.

Ida Burnham II \_\_\_\_\_ .  
Notary Public

DEPARTMENT OF TREASURY

BUREAU OF ALCOHOL TOBACCO AND FIREARMS

1401 Research Blvd.  
Rockville, Maryland  
202-294-0420

**LABORATORY REPORT**

To: Pat Hayes  
Lafayette Fire Prevention Bureau  
443 North 4<sup>th</sup> Street  
Lafayette, IN 47901

Date of Report: November 6, 2000  
Lab #: 00-W-1011  
Reference #: 00-960

Type of Exam: Accelerant Detection

The following exhibits were received on October 16<sup>th</sup> and 17<sup>th</sup> by United Parcel Service (UPS 551X56 3.05 and UPS 551X54 0.69)

1. Gallon can containing charred wood (00-960-13)
2. Quart can containing wood (00-960-14)
3. Gallon can containing charred debris (00-960-15)
4. Glass jar containing liquid (00-960-16)
5. Glass quart jar containing wood board chips (00-960-17)
6. Glass quart jar containing wood board chips (00-960-18)
7. Quart glass jar containing charred material (00-960-19)

**RESULTS OF EXAMINATION**

Sample # 4 (liquid) was identified as kerosene

A heavy petroleum distillate was detected in Sample #1 labeled as "wood from North wall of kitchen," sample 2 labeled as "debris from kitchen floor" and sample 7 labeled as melted substance on tile. Examples of such distillates include heating fuels, stove oil, kerosene, diesel fuel, and jet fuels.

No accelerant was detected in samples # 3, 5 and 6.

William Kinard  
Forensic Chemist

Reviewed By: Daniel Garner, Chief  
Forensic Science Laboratory

INDIANA STATE FIRE MARSHAL'S OFFICE

INVESTIGATION DIVISION

Case # LB 630

Owner: Aredo Blaze

Address: 2139 Ash Court, Lafayette, IN

Date of Loss: 10-6-02

1. Sketch By F.D. See Attached
2. Condition of Electrical Appliances, Cords, etc. in area of Origin: o.k.
3. Other investigators assigned: P. Hayes – LFD C. Waters - LFD
4. Evidence: Yes                      Date taken: 10 - 11 -00                      By whom: Insp. Waters

List what was taken: 6 items see F.D. report                      I took samples on 10-23-00 of wood floor in kitchen and wood leg from kitchen table.

5. After examining the fire scene, the following was found: that most of the debris had been removed from the area of origin which was located in the kitchen. Checked for accidental fire cause and found none present. Found unusual burn pattern on the floor of the kitchen. These patterns were similar to when a flammable liquid has been poured. Found unusual low charring of the baseboard in some areas. Found unusual charring of the kitchen table with the legs and the table top showing burning from the floor upwards.

6. Cause of Fire: Arson
7. Possible Motive: Unknown

Deputy State Fire Marshal: J. Burns                      Date: 10-23-00

City of Lafayette Fire Department

Basic Incident Report

FD ID: 931

Date: 10-6-00      Alarm Time: 11:19 a.m.      Time in Service: 2:51 pm

Property Address: 2139 Ash Court, Lafayette, IN

Owner: Red Blaze

Condition of Fire on Arrival: heavy smoke and fire

Type of Situation Found: Structure Fire

# of Fire Personnel at Scene: 9

Area of Fire Origin: Kitchen and Attic      Level of Fire Origin: 1<sup>st</sup> Floor

Form of Heat of Ignition: Unknown at this time

Type of Material Ignited: Wood      Ignition Factor: Unknown

Structure type: Ranch      Construction Type: Wood & Brick

Extent of Fire Damage: Heavy      Extent of Smoke Damage: Heavy

Detector Performance: None      Sprinkler Performance: None      Material Generating

Most Flame: Wood      Avenue of Flame Travel: Across attic

Officer in Charge: Insp. Waters      Date: 10-6-00

LAFAYETTE FIRE PREVENTION BUREAU

INVESTIGATION FIRE REPORT FORM

FD #: 931                      Date of Fire: Oct. 6, 2000                      Time of Fire: 11:19 a.m.  
Date Investigation Began: Oct. 6, 2000                      Type of Investigation: Cause & Origin  
Owner of Property:      Red Blaze  
Address 2139 Ash Court, Lafayette, IN  
Insurance Company: Denai Insurance  
Coverage: Building: \$79,000      Contents: \$44,050  
Type of Building: 1-st wood fr. Resid.  
Who discovered Fire:      Passerby  
Persons killed or injured: None  
Report made by: C. Waters  
Examination of Fire Scene: Kitchen, dining room by LFD  
Physical Evidence Obtained and Custody thereof: Kerosene heater  
Arrests:

Summary of Case:      Fire was reported to LFD dispatcher at 11:19 a.m. as a house with fire coming out it and was located at 2139 Ash Court. Pump 7 arrived at 11:24 am and advised dispatch that they were laying a line from the nearest plug. Squad 1 arrived at 11:28 am and I arrived at 11:29 am. Upon my arrival I could see a fire coming from the window just north of the front door and fire going through the roof above the same window. At this point I assisted with extinguishment of the fire. The fire extensively damaged the kitchen/dining room and also destroyed most of the roof of the house. There was some fire damage thru out the rest of the house but most of this was from radiant heat from fire in the attic. The entire house except a bedroom (S/W corner of the house was heavily damaged by smoke); that bedroom door was closed during the fire. The entire house was damaged by falling and pulled ceilings and by water used to extinguish the fire.

After the majority of the fire was extinguished, I began to investigate the fire for cause and origin. I found nearly all the fire damage to the interior of the house was confined to the kitchen/dining room area. It appeared from my initial observation of the damage that the fire was accidental and not arson. I noticed severe damage/oxidation to the front and west side of the refrigerator, extending nearly to the floor. In the middle of the dining area there was a table that was partially consumed, but there was charring on the underneath side of the tabletop. There also was a chair partially consumed that also showed burning on the underside of the seat. In the southwest corner of the dining area there was a kerosene heater sitting at an angle to the corner with the face pointing directly at the table approximately 1 ½ feet away. In checking the floor directly behind the heater I found that the floor had been burned thru the floor covering down to the wood flooring. One of the firefighters confiscated the kerosene heater as a possible point of origin. In looking further around the room, it seemed that the fire communicated from the attic area and then vented thru 2 front windows of the dining area. I subsequently learned from Blaze that the kerosene heater was used every night it was cool. Blaze had planned on getting some more kerosene because it was almost out. I then turned the refrigerator over to check for possible motor failure. Except for a small plastic relay of some kind there was no visible fire damage under the refrigerator or any indication that the fire had communicated up the back of the refrigerator. I then climbed a ladder to check the wiring overhead in the attic. There was noticeable arcing and shorting at a point just inside the dining area from the living room in wires leading to a 3-way switch with a dimmer control.

At this point, Red Blaze arrived home and I went to talk with him/her. When Blaze was able to speak, he/she told me that he/she left the house sometime after 10:00 a.m. to do some errands. Blaze expressed concern for his/her cat who was supposed to be in the house. I asked if it was possible that the kerosene heater had been left on and Blaze said no. Blaze added that he/she turned it off around 8:30 because it was getting very warm in the house. Blaze was not in any apparent condition to question further so I left.

I returned to the scene in 45 minutes and determined to examine the kerosene heater further to determine if it was on during the fire due to the low fire near the heater and the burning of the floor

covering behind it. I spoke with Blaze again and learned that the cat had been found. Blaze showed me that the cat was in the car. I looked at the cat and could not see any evidence of burned fur. Blaze stated that the cat was all right, just that it smelled smokey. I was unable to confirm the smell of smoke on the cat.

I returned to the scene on October 9, 2000. Blaze was by chance at the scene. I obtained Blaze's written consent to search the scene. Nothing substantial had been moved or removed or tampered with that I could tell. I looked at some other possible ignition sources and points of origin but did no digging or moving of the debris at this time.

I returned the following day, October 10<sup>th</sup> and the debris had been cleared and the floor washed down. I took photographs of the scene at that time.

I returned again on the 11<sup>th</sup> with Insp. Hayes. We examined the scene again looking at the charring patterns on the floor. I took samples of the flooring from the kitchen area for lab analysis. I removed 7 cans/jars of selected debris from the floor area of the kitchen and the dining room. I labeled each jar/canister with the location that the sample was taken from, and assigned it an identification number. I also sketched a drawing of the area and indicated on the sketch the locations of the samples. (See attached sketch)

**LAFAYETTE FIRE PREVENTION BUREAU  
INVESTIGATION FIRE REPORT FORM  
SUPPLEMENTARY REPORT**

Report made by: Insp. Pat Hayes

Case #: 931

Date of Fire: 10/6/00

Location: 2139 Ash Court, Lafayette, IN

Owner: Aredo Blaze

Date of Report: 10/11/02

Went to scene with Insp. Waters. Located hardened melted plastic container in debris pile on front steps of residence. Could not detect smell of any accelerant on plastic. Matched pattern of melted plastic to spot on kitchen floor that did not have charring. Spoke with Red Blaze – he/she did not recognize plastic container. Blaze indicated that it likely was a Tupperware container as it was located in the kitchen area. Labeled plastic with identification number to send to lab for testing. Examined charring patterns of kitchen floor and noted charring on underside of table. Took samples of kitchen floor, carpet, and charred table. Samples labeled and identified to send to ATF lab. Determined that cause and origin of fire was suspicious due to charring patterns, and no obvious electrical cause. Examined door locks to home. No appearance of a forced entry into home.

**LAFAYETTE FIRE PREVENTION BUREAU  
INVESTIGATION FIRE REPORT FORM  
SUPPLEMENTARY REPORT**

Report made by: Insp. Pat Hayes

Case #: 931

Date of Fire: 10/6/00

Location: 2139 Ash Court, Lafayette, IN

Owner: Aredo Blaze

Date of Report: 10/16/02

Interviewed Red Blaze at LFD HQ. Blaze stated he/she left the house twice the day of the fire (1) approximately at 0815 to Village Pantry to purchase a newspaper and (2) at 1015 to Hooks Drugs, United Service Station and returning home shortly after 11:00 Blaze does not know how the fire may have started, but feels it may be electrical. Blaze says he/she has no known enemies or knows of anyone who would have caused the fire, if in fact it was a caused fire.

A control burn test was conducted on carpet sample of same type of carpet as was in Blaze residence. Testing did support combustion after being ignited by a cigarette lighter, and continued to burn by itself. This officer extinguished fire to save sample. The same test was done to carpet sample obtained from scene. There was no difference in rate of burn to either sample.

Went to Village Pantry, located employee who worked on 10/6/02. Employee had no recollection of seeing Blaze that morning. Went to Hooks and spoke with manager. Manager recalled that Blaze had been in store in early October, but could not remember specific date. Went to Clips and Cuts, confirmed that Blaze had a hair appointment at stated time. Employees of Clips and Cuts did not recall whether Blaze arrived early, late or on time for appointment.

Interviewed Jesse/Jessie Sparks. Sparks is a 17 yr old. Quit high school at 16. Is working on GED. Sparks does odds and ends jobs in neighborhood. Sparks has worked for Blaze in past, painting interior of home and trim when Blaze was trying to get it ready for sale. Sparks was working as dog walker on 10/6/02 am for other neighbors. Sparks saw smoke in house and attempted to go in, Sparks stated that door to garage in back and door from garage to house were both unlocked. Sparks stated he/she was unable to enter house due to heavy smoke. Sparks called 911, and then called cell phone of Blaze at approximately 11:20 a.m. Sparks did not see cat in house or come out of house at time house was on fire. Sparks does not recall any unusual odors, but admits that he/she was not paying attention for odors and smell of smoke was overpowering.

Sparks does not have a key to Blaze home. Sparks explained that key was returned to get last paycheck from Blaze. Blaze had terminated employment two weeks prior. Sparks did not appear to be angry at the loss of job, as it was only temporary. Blaze had given Sparks a check for work done, but when Sparks didn't return house key, Blaze stopped payment on check. Sparks returned key and Blaze issued a new check for work done. Check cleared according to Sparks.

Sparks stated that Blaze had complained that house was not selling, and Blaze knew that he/she couldn't get the value out of the house because of the apartment building behind the property. Sparks stated that Blaze said he/she was going to try to get the money through insurance like a fire. This officer advised Sparks that this was a very heavy statement about someone and that he/she better make sure that it was a true statement. Sparks offered to give a polygraph.

**LAFAYETTE FIRE PREVENTION BUREAU  
INVESTIGATION FIRE REPORT FORM  
SUPPLEMENTARY REPORT**

Report made by: Insp. Pat Hayes

Case #: 931

Date of Fire: 10/6/00

Location: 2139 Ash Court, Lafayette, IN

Owner: Aredo Blaze

Date of Report: 10/23/02

On 10/23/02 with consent to search signed by Red Blaze, this officer and J. Burns from State Fire Marshal went back to scene to reevaluate cause of fire and to correlate investigative information received over the past few days. A complete electrical systems check was done and eliminated any possible heat source from an electrical malfunction. Also taken as evidence were two 5 gallon cans –a blue kerosene can and a yellow/green motor oil can. Blaze was present at the scene when cans were taken. Blaze indicated only blue can was used for kerosene. No liquid was found in either can. Cause of this fire is pending due to lab analysis.

**ARSON/FRAUD STATISTICS**

U.S. Fire Administration (USFA), a part of the Federal Emergency Management Agency (FEMA) reports the following:

- Every year arson kills 700 people, destroys 100,000 buildings and costs \$1.4 billion.
- Arson is the second leading cause of residential fire deaths and accounts for approximately 25 percent of all fires in the United States.
- Arson is the leading cause of dollar loss from fire, exceeding \$2 billion annually.
- One fifth of all property loss is due to arson.
- Arson is a violent crime that claimed 700 lives last year.
- Some 500,000 arson fires occur each year.

The Uniform Crime Report shows:

- The nation experienced a five percent increase in arson.
- Only 15 percent of arson cases are closed by arrest.
- Juveniles accounted for 55 percent of arson arrests.
- Motives for arson usually include direct and indirect financial gain, revenge, concealment of another crime, fun or to relieve boredom, or emotionally related causes.

According to an Insurance Research Council study released in June, 2000, "Insurance Fraud: The Quiet Catastrophe":

- Only about 14% of arson suspects are said to be motivated by a desire to defraud an insurer.
- 35% of Americans surveyed said that it's all right to exaggerate insurance claims under certain circumstances.
- Nearly one-fourth (24%) said that it is acceptable to increase the amount of a claim to make up for insurance premiums paid when no claims were made.
- Property and casualty insurance fraud cost insurers \$24 billion in 1999, up from \$21 billion in 1998. This equates to about 10% of all property and casualty claims.
- Property and casualty insurers detect about 20% of their fraud, while life/disability insurers find about 10% and health care insurers a mere 1%.
- fraud cost the entire insurance industry \$120 billion in 1995.

Denai Insurance Company  
2300 Lookout Drive  
Hartford CT

February 14, 2001

Aredo Blaze  
2139 Ash Court  
Lafayette, IN 47901

RE: Claim #: AF 612199  
Date of Loss: 10-6-00

Dear Mr./Ms. Blaze:

With reference to the fire that occurred at your residence October 6, 2000, it is our firm and honest belief, based upon independent investigations, and all other information presently available, that you have violated the terms and conditions of your policy regarding the rights and duties of an insured.

The policy provides: "This policy is void if the insured conceals or misrepresents any material fact or circumstance or commits any fraud or false swearing relating to this insurance, either before or after a loss."

Our investigation has revealed compelling evidence which indicates beyond any reasonable doubt that you made material misrepresentations of the facts concerning the cause and origin of the fire. Therefore, we must decline to make any further payments to you under the policy regarding this loss. We will also seek to recover, as damages, those amounts previously paid to you.

We regret that it has taken so long to reach this decision, but this delay was unavoidable due to our desire to conduct as thorough an investigation as possible so that we might have all available evidence which might establish the validity of your claim.

We will be happy to consider any additional information you may wish to provide us.

Sincerely,

T. Part  
Claim Service Representative

Denai Insurance Company  
2300 Lookout Drive  
Hartford CT

November 1, 2000

Aredo Blaze  
2139 Ash Court  
Lafayette, IN 47905

RE: Claim number: AF 612199  
Date of Loss: October 6, 2000

Dear Mr./Ms. Blaze:

We want to call your attention to page 17 of your policy "What You Must Do After A Loss."

Enclosed is the Proof of Loss. Please fill it out, sign before a Notary Public, and return it in the enclosed pre-paid, self addressed envelope along with any receipts, contracts, cancelled checks, photographs, etc. showing proof of ownership.

Nothing in this letter is intended to waive any other provision of the policy. This request for Proof of Loss is not an admission of liability.

Very truly yours,

T. Part  
Claims Service Representative

**INDIANA STATE FIRE MARSHAL'S OFFICE  
PHYSICAL EVIDENCE BULLETIN  
LABORATORY DIVISION**

**COLLECTION OF VOLATILE FLAMMABLES**

**INTRODUCTION:** Combustion requires three elements - heat, oxygen, and fuel. Fire will be extinguished when any one of these three elements is absent. Fire does not burn solids nor liquids (in general), but the gases formed above them. Heat acts to vaporize the liquid or solid, converting it to a gas which then combines with oxygen to “burn” above the liquid pool. Thus, when flammable liquids soak into material or run into “cracks” there will be insufficient oxygen to support combustion. In these cases residue of flammable substances can be collected.

**A. THE SCENE**

1. An arsonist will often pour the volatile flammable in more than one place to be certain that “everything will do.” Multiple points of origin are typical.
2. An arsonist will generally use more than enough liquid accelerant to be sure he has plenty. This means that frequently some will remain for the careful investigator.

**B. LOCATING THE EVIDENCE**

1. Points of origin of a fire should be located by an experienced arson investigator combining the use of apparatus (combustible vapor detector) and personal observation (appearances and odor). Specialized experience and training are invaluable in determining a correct cause. For example: arsonists have been known to pour a volatile liquid around each electric outlet to make the fire appear as though it was of electrical origin.
2. Newspapers, furniture, carpet, and padding, or piled trash may serve to protect an accelerant liquid from heat that would otherwise have vaporized and burned away.

3. Remember that if a liquid is poured on a dry surface it will act like water in the sense that it will wet, run, spill, leak, drip, pool, or spread. To some extent it will be absorbed by porous material.
4. It will flow downward into and along cracks and through holes. It may then be protected by cracks and seams of the flooring, the soil, or whatever surface there is below the floor.
5. A liquid will protect the surface carrying it until the liquid is vaporized away, causing charring. The unburned areas around and beneath the char may very well still contain the suspected liquid which can often be verified by analysis.

**C. COLLECTING THE EVIDENCE**

1. After a suspected area is discovered, first document it with proper photographs, sketches, and notes.
2. Within reason, collect as much of the suspected material as possible, and place in a sealed container. A clean non-oiled one-gallon or quart wide-mouthed point can is usually sufficient. Do not use a container which has been used previously to hold any volatile flammable, solvent or oil. Do not use plastic bottles or bags; they are porous to volatile flammables.
3. Liquid samples, thought to be accelerants, should be brought to the lab in clear glass bottles or jars. Only a small amount is needed (1 ounce).
4. Collect in different areas from each set, placing each sample in a separate labeled container.

**Do not overlook other types of physical evidence material to the case; e.g., broken glass, toolmarks**

**D. COMPARISON STANDARDS**

1. Always attempt to obtain samples (comparison standards) of any liquids that could possibly have been used as the volatile flammable accelerant. Also obtain comparison standards (controls) of other unburned "fuels" such as carpets, drapes, upholstery, etc., as they may contribute to the residues detected.

2. Place each comparison standard in a separate sealed air-tight metal container. Always label each comparison standard as carefully and completely as any other evidence material (see above).
3. Always transport in such a way that there can be no question regarding the possible accidental contamination of any of the questioned sample above. A narrative report describing the fire scene, its suppression and follow-up investigation should be included when available.

**E. RESULTS**

1. The laboratory will identify volatile flammables present. This identification may not be specific, due to changes undergone by the liquid during or after the fire. In cases of unusual or extensively burned accelerants, the lack of a comparison standard can make identification difficult.
2. The flammable accelerant or lab standard can be identified as consistent in origin with a submitted control. However, when unusual or high level of contaminants are present in conjunction with low accelerant levels, accelerant identification may not be possible.

Local agencies may wish to consult with the Indiana State Fire Marshal for assistance. For further information you may wish to consult with your local District I.S.P. Technician or the State Police Laboratory in Indianapolis, 317-899-8521, Toll free 800-582-8440.

**INDIANA STATE FIRE MARSHAL LABORATORY  
502 State Office Building  
Indianapolis, IN 46204**

Officer: J. Burns  
County of Occurrence: Tippecanoe  
Type of Investigation: Arson  
Victim: Aredo Blaze  
Suspects: None  
Case #: LB 630  
Date of Tests: Dec. 30, 2000

Two items were tested by the undersigned for accelerants:

1. metal can with charred wood flooring from kitchen floor
2. metal can of wood fragments from leg of kitchen table

Results: No detection of a flammable accelerant.

J. Burns  
State Fire Marshal's Office

**INDIANA STATE FIRE MARSHAL'S OFFICE**

**CONSENT FORM FOR FIRE SCENE EXAMINATION**

I, Arede Blaze, have been requested to consent to an examination of my property located at 2139 Ash Court, Lafayette, Indiana.

This examination is being conducted as part of an investigation of the fire which occurred to this property on October 6, 2000.

I am the lawful occupant of this property. I have been advised of my constitutional rights to refuse such consent and to require a search warrant be obtained prior to my examination. I have further been advised that if I do consent to an examination, any evidence found as a result of such examination can be seized and used against me in any court of law, and that I may withdraw my consent at any time prior to the conclusion of the examination.

After having been advised of my constitutional rights as state above, I hereby voluntarily waive those rights, and consent to an examination and authorize the Indiana State Fire Marshal's Office, Indiana State Police and the Lafayette Fire Department, or their representatives to conduct a complete examination of the above-described property.

Further, permission is granted to remove from this property any material deemed pertinent in relation to the investigation of this fire.

Arede Blaze (Signed)

October 23, 2000 (Date)

Witness: Pat Hayes