

SUBJECT PROFILE



Name: Michael Lawrence DeGeorge

Race: White

Sex: Male

Date of Birth: 06/18/1984

Social Security Number: [REDACTED]

Place of Birth: Connecticut, USA

Last Known Address: 2427 Country Oaks Ln, Palm Beach Gardens, FL 33410

Height: 5'10"

Hair: Brown

Eyes: Brown

Florida Driver License/ID: D262-552-84-218-0

JOSEPH ABRUZZO, CLERK
PALM BEACH COUNTY, FL
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CASE SYNOPSIS

On January 27, 2020, Mr. Michael DeGeorge made a homeowner's claim to American International Group Property Casualty Company (hereinafter referred to as "AIG") for water damage due to a roof leak that occurred on December 1, 2019, at his residence, located at 108 Tim Mara Drive, Jupiter, FL 33477. Mr. DeGeorge reported to AIG via phone that mold was present everywhere in his home, and his family was unable to live in the home due to the amount of mold. Mr. DeGeorge reported that many of the items in his home were damaged from the water and the subsequent mold presence. Mr. DeGeorge told AIG, on several occasions, he threw away all the items that were damaged from mold and water damage in December 2019. Since Mr. DeGeorge claimed the items were discarded, AIG requested Mr. DeGeorge submit photographs of the damaged contents in lieu of a physical inspection of the items. Mr. DeGeorge complied with the request and submitted approximately 307 photographs. The metadata from 269 of these photographs show the photographs were taken after Mr. DeGeorge allegedly disposed of the items, and the items were still in Mr. DeGeorge's possession. The metadata from 25 of these photographs show several areas of structural damage that occurred up to year and a half before the reported date of loss. Given these facts, Mr. DeGeorge made a material misrepresentation to AIG in support of his homeowner's claim.

INVESTIGATION

On January 27, 2020, Mr. Michael DeGeorge contacted AIG via phone to report a claim for water damage that occurred at his residence, located at 108 Tim Mara Drive, Jupiter, FL 33477. Mr. DeGeorge had a previous water damage claim with AIG from his residence that occurred in 2015 (Claim Number 562692). After review, AIG determined the present claim was separate from the previous claim and assigned it as Claim Number 80116603. On February 3, 2020, a First Notice of Loss was documented by AIG, and the case was assigned to AIG Adjuster Christopher Backus (EXHIBIT #1).

The water damage claims from Mr. DeGeorge's residence relate to an alleged, ongoing issue regarding the construction of his home. Of note, Mr. DeGeorge was in civil litigation with the construction company, Oakmont Custom Homes, LLC, and AIG was the Intervening Claimant in that case.

While not related to the charges in this case, Claim Number 562692 had many similarities to this current claim. In his previous claim, Mr. DeGeorge had not allowed the contents to be inspected and told AIG he discarded the items that were damaged. The contents portion of that claim was paid based on receipts and photographs of the items. The receipts in this claim refer to invoices from Acevedo Design Group, LLC, an interior design company. Mr. DeGeorge told Enservio all the items on the Acevedo Design Group invoices should be included in the claim due to mold exposure. Enservio is the contents specialist AIG contracts with to inventory items in the home and price those items accordingly. The invoices were the only receipts Mr. DeGeorge provided to Enservio. Mr. DeGeorge also provided several photographs of contents that were allegedly damaged. Mr. DeGeorge was paid \$196,413.00 by AIG for the contents, and the claim was subsequently closed.

Due to the many similarities with the present claim, AIG began reviewing Claim Number 562692. After review, AIG alleged Mr. DeGeorge was again claiming some of the items he allegedly threw away and for which he was already paid. AIG also alleged some items Mr. DeGeorge stated he threw away reappear in several places after the water loss, including

photographs from a 2019 real estate listing on Realtor.com, Instagram photographs from Mrs. DeGeorge's account, and the photographs Mr. DeGeorge provided to Enservio and AIG as a part of Claim Number 80116603. Given the issues with Claim Number 562692, AIG began to scrutinize Claim Number 80116603.

For the contents portion of Claim Number 80116603, Mr. DeGeorge worked with Adjuster Christopher Backus and Ms. Sandra Garber from Enservio to give as much detail as possible about each item that was damaged in the loss. Since AIG and Enservio were unable to inspect the items due to Mr. DeGeorge's statements that he threw everything away, Enservio requested a list of the total loss items to include brand, size, materials, model, and descriptions. Enservio also requested pre-loss images and supporting documentation to assist in the process. Mr. DeGeorge complied with the request and made an excel spreadsheet detailing the items that were damaged from the water loss (**EXHIBIT #2**). The excel spreadsheet has eleven (11) sections: Item, Bought From, Brand Name, Quantity, Amount Per Item, Total Amount, Room, Image Number, Model Number, Date Purchased, and Description. Some of the items on this spreadsheet include furniture, kitchen items, artwork, bedding, electronics, shoes, clothing, jewelry, handbags, toys, luggage, books, window shutters, curtains, rugs, etc. The total amount of all the items listed on the spreadsheet is \$301,735.00.

During the claim process, Mr. DeGeorge made several statements, both verbal and written, that the contents he is claiming were damaged beyond repair and that he had thrown away all of the contents in December 2019. A majority of these statements can be seen in "Appendix A" of this report, and they can be located in Exhibit 1.

On August 20, 2020, AIG was notified by their subrogation attorney about several issues with Mr. DeGeorge's claim. These issues included: possible photographs of items said to be discarded, sale of items said to be discarded, and the landlord for the Additional Living Expenses (ALE) is the Insured's mother. Additional Living Expenses are payments given to insureds in the event the covered residence cannot be lived in due to a covered loss. AIG referred the claim to their SIU Department to investigate the allegations. SIU Amy Christiansen was assigned to the claim and began investigating (**EXHIBIT #3**).

On September 10, 2020, Mr. DeGeorge submitted 91 photographs to Ms. Sandra Garber at Enservio to aid in their inventory and pricing efforts (**EXHIBIT #4**). The 91 photographs were forwarded to AIG on September 14, 2020, by Ms. Jamie Oberto at Enservio. The photographs showed more structural damage rather than the contents that were damaged. Mr. DeGeorge was asked via email by Ms. Sandra Garber and SIU Amy Christiansen for more specific photographs of each of the damaged items and if he could label the photographs to correlate with the spreadsheet he created of the damaged contents. Ms. Garber also requested an explanation of how the item was a total loss if the damage was not evident in the photographs provided. Mr. DeGeorge acknowledged the request via email and stated he would provide a more detailed list.

From November 9, 2020, to December 11, 2020, Mr. DeGeorge submitted 216 photographs to AIG via a Box link emailed to him by Mr. Christopher Fikis, AIG's Business Operations Analyst (**EXHIBIT #5**). Box is a file-sharing tool used by AIG for sending and receiving large file attachments. These photographs show several types of items, including clothing (men's, women's, children's), furniture, electronics, luggage, shoes, handbags, lighting fixtures, window shutters, curtains, bedding, rugs, and artwork (paintings, sculptures, etc.). The 216 photographs were later forwarded to Ms. Sandra Garber at Enservio. Of note, most of the contents in the 216 photographs have no obvious signs of water-related damage.

On January 31, 2021, approximately three weeks before his EUO, Mr. DeGeorge emailed 5 photographs of his Rolex watch to SIU Amy Christiansen (**EXHIBIT #6**). The Rolex watch is the single most expensive item on Mr. DeGeorge's damaged items list and was priced by Mr. DeGeorge at \$35,000.00. SIU Amy Christiansen conducted an interview with Mr. Marc Feder of Jay Feder Jewelers. Mr. Feder is the jeweler who sold Mr. DeGeorge the Rolex watch. SIU Amy Christiansen summarizes her interview as follows:

The jeweler confirmed he sold the insured the ROLEX for his wife in 2015 and a ROLEX to the insured for himself. The insured brought the watch back to the jeweler, the jeweler saw it in person and appraised it on Dec 1, 2017. The jeweler did not know why the insured brought in the watch to be appraised and the jeweler thought the insured might be wanting to exchange/sell it for another piece. The jeweler stated that Mr. Michael de George belongs to a very well to do family that are long time clients. In fact, the jeweler said he had spoken to Michal de George's father that very day regarding jewelry. When asked by the GIS investigator if the insured had brought in the watch to see if it could be fixed, the jeweler said no, he know nothing about it. When the GIS investigator explained that the insured had determined the watch was damaged and thrown it away the jeweler was taken aback and demonstrated great surprise. The jeweler said that ROLEX watches can be repaired and if it was completely destroyed, it would have salvage value including the diamonds. The jeweler could not fathom anyone throwing out a ROLEX although he said he had good faith in his client. NOTE: The insured in the interview said he took the ROLEX to his jeweler and the watch could not be repaired.

SIU Amy Christiansen provided me a copy of the Rolex watch appraisal done by Mr. Feder on December 1, 2017 (**EXHIBIT #7**). The Rolex watch was appraised at an estimated replacement value of \$25,000.00.

On February 19, 2021, SIU Amy Christiansen conducted an EUO (Examination Under Oath) with Mr. De George and his wife Mrs. Liana DeGeorge. The interviews are discussed in greater detail later in this report.

Mr. and Mrs. DeGeorge failed to appear for two later EUOs scheduled for June 7, 2021, and July 23, 2021. AIG has received no correspondence from the DeGeorges nor their attorney regarding the missed EUOs. Since Mr. DeGeorge failed to comply with his duties after a loss, AIG issued a letter to Mr. DeGeorge's attorney stating they will not be issuing any further payment on his claim (**EXHIBIT #8**). Mr. DeGeorge has received several payments from AIG relating to ALE and structural repairs for his residence. Mr. DeGeorge has not received payment for any contents relating to this claim.

On May 25, 2021, SIU Amy Christiansen referred this case to the Florida Department of Financial Services, Bureau of Insurance Fraud.

On June 17, 2021, I was assigned this case and began reviewing the documentation provided to me by SIU Amy Christiansen.

On July 22, 2021, I spoke with Detective Jason Melvin about retrieving the metadata from the 216 photographs Mr. DeGeorge submitted to AIG from November 9, 2020, to December 11, 2020. Metadata provides information about the photographs including the time, date, and location. Detective Melvin is the digital forensic specialist for the Division of Investigative and Forensic Services. Detective Melvin contacted SIU Amy Christiansen in order

to receive the pictures provided to AIG by Mr. DeGeorge.

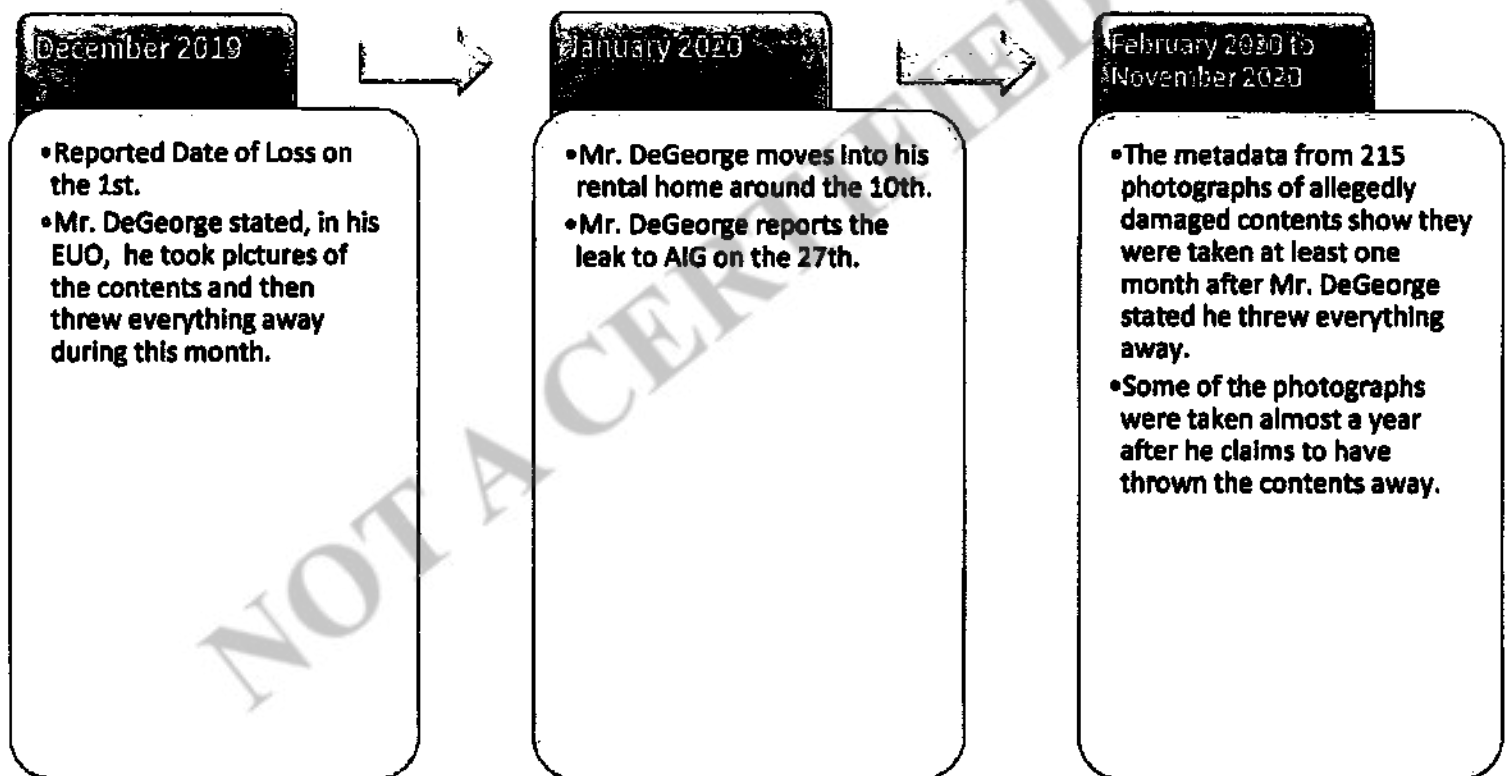
On August 4, 2021, I reviewed two (2) recorded interviews that SIU Amy Christiansen conducted with Mr. Michael DeGeorge and Mrs. Liana DeGeorge on February 19, 2021.

In the first interview, SIU Amy Christiansen asked Mr. DeGeorge about the claim he submitted and the timeline of the events. Mr. DeGeorge explained that he and his family were living in a rental home from 2018 to January or February of 2019. Mr. DeGeorge received the "all-clear" to move back into the home; however, within a couple weeks he noticed the house was still leaking. Prior to moving in, Mr. DeGeorge stated they began buying furniture to furnish the home. Mr. DeGeorge noticed water stains in the home and contacted the builder. Mr. DeGeorge waited to contact AIG in hopes that the issue would be fixed before he needed to involve the insurance company. In early December 2019, Mr. DeGeorge had a mold test done at his home. Mr. DeGeorge stated the mold test showed high levels of mold, and the company who performed the test recommended the family leave the home and get rid of everything. Mr. DeGeorge says he got rid of all of his belongings and took the items to the dump. After that, he and his family left to stay with his wife's family in California. Mr. DeGeorge stated when they returned in January 2020, they moved into another rental home. The rental home was not furnished, and Mr. DeGeorge said he bought cheap items to fill the rental home. The lease for the rental home began on January 10, 2020. An independent adjuster went out to inspect Mr. DeGeorge's permanent home in February 2020; however, the house was empty at that point. Mr. DeGeorge stated at that time everything was already gone because he had already taken pictures of the items and subsequently threw the items away. Mr. DeGeorge stated this was the same process he completed during his first contents claim to AIG. The Excel Spreadsheet Mr. DeGeorge provided to SIU Amy Christiansen lists everything he took to the dump (referred to as a "dump list"). Mr. DeGeorge stated as he was going through everything, he took pictures along the way. Mr. DeGeorge stated he took photographs throughout December 2019 and up until he took the items to the dump, which was around the time he moved into the rental home (January 10, 2020). Mr. DeGeorge stated he threw away his Rolex watch because it was damaged beyond repair. Mr. DeGeorge said he took the Rolex watch to his certified dealer and the dealer was unable to repair it. This was only the piece of jewelry that was damaged. The other pieces of jewelry were able to be cleaned (EXHIBIT #9).

In the second interview, SIU Amy Christiansen asked Mrs. Liana DeGeorge questions relating to the claim. Mrs. DeGeorge stated that they were told everything was damaged and that Mr. DeGeorge personally took the damaged items to the dump. Mrs. DeGeorge stated she had seen the list her husband made, and she confirmed that those items were all damaged. Mrs. DeGeorge said her husband took the photographs of the items before he threw them out. Mrs. DeGeorge confirmed the items in the pictures were all thrown away. Mrs. DeGeorge confirmed Mr. DeGeorge threw away his Rolex watch because it was damaged by the water (EXHIBIT #10).

I created a table with various statements Mr. DeGeorge made to AIG and Enservio regarding the contents in this claim. These statements were located in emails sent throughout the claim process and can be found in "Appendix A" or "Exhibit #1" of this report. To summarize, Mr. DeGeorge maintains that the contents in the photographs he submitted are damaged and that he disposed of all the damaged contents sometime in December 2019.

On September 28, 2021, I received the first metadata report from Detective Jason Melvin (ACISS Report #21-1934/7). The report includes information about the photographs submitted by Mr. DeGeorge including time, date, location, direction, and type of equipment used. This report is based on the metadata retrieved from the 216 photographs Mr. DeGeorge submitted from November 9, 2020, to December 11, 2020 (EXHIBIT #11). In summary, 85 photographs were taken from various numerical addresses located on Tim Mara Drive, Jupiter, Palm Beach County, FL. The 85 photographs were taken in the time span of February 2020 to November 2020. Additionally, 129 photographs were taken from an unknown numerical address located on Dickens Terrace, Palm Beach Gardens, Palm Beach County, FL. The 129 photographs were taken in the time span of September 2020 to November 2020. Of note, Mr. DeGeorge's rental address was located at 2086 Dickens Terrace, Palm Beach Gardens, FL 33418, and his rental lease agreement began on January 10, 2020 (EXHIBIT #12). One (1) photograph was taken from an unknown address in Jupiter, Palm Beach County, FL on July 31, 2020. Lastly, one (1) photograph failed to yield metadata. In total, 215 photographs were taken at least one (1) month after Mr. DeGeorge stated he threw away all the contents; some were taken almost a year after his statement.

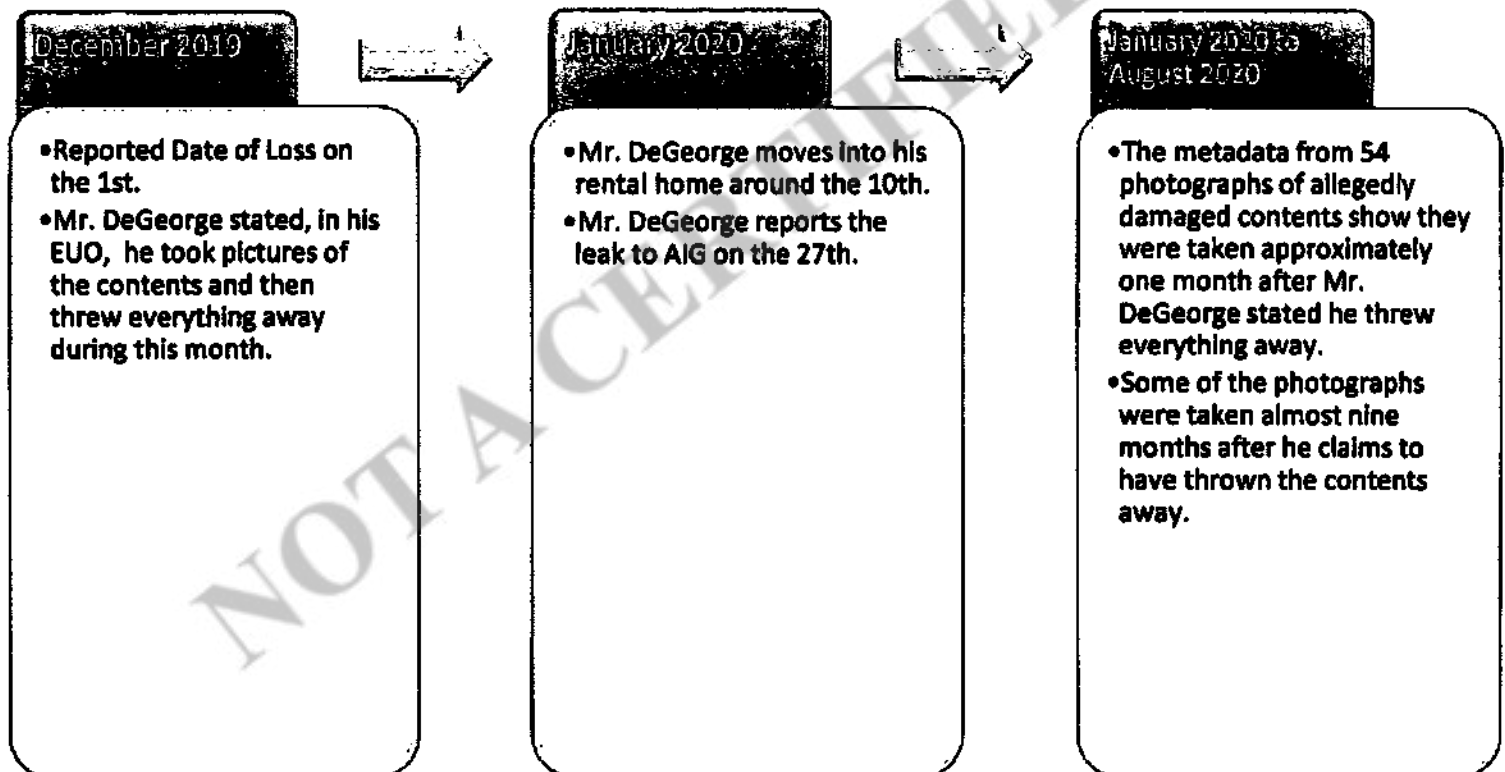


The metadata from the 215 photographs is significant because it shows the contents were still in Mr. DeGeorge's possession after he told AIG he threw the contents away. Based on the affidavit I received from Adjuster Christopher Backus, which is discussed in greater detail later in this report, Mr. DeGeorge's statements altered the course of the claims process: AIG was unable to inspect the contents Mr. DeGeorge was claiming because he stated he threw all the contents away. When in fact, Mr. DeGeorge still had the items in his possession during the claim process. This makes Mr. DeGeorge's statements to AIG material to the claim.

On October 6, 2021, I requested the metadata extractions from the 91 photographs Mr. DeGeorge submitted to Enservio on September 10, 2020. Detective Melvin requested and

received the 91 photographs from SIU Amy Christiansen.

On January 28, 2022, I received the second metadata report from Detective Jason Melvin (ACISS Report #21-1934/12). The report includes information about the photographs submitted by Mr. DeGeorge including time, date, location, direction, and type of equipment used. This report is based on the metadata retrieved from the 91 photographs Mr. DeGeorge submitted on September 10, 2020 (EXHIBIT #13). In summary, 76 photographs were taken from various numerical addresses located on Tim Mara Drive, Jupiter, Palm Beach County, FL. The 76 photographs were taken in the time span of May 2018 to August 2020. Four (4) of the photographs were taken from unknown numerical addresses located in Ocean Crest, Jupiter, Palm Beach County, FL. The four (4) photographs were taken in the time span of January 2019 to February 2020. Three (3) photographs were taken at an unknown address. The three (3) photographs were taken in the time span of February 2020 to August 2020. Lastly, eight (8) photographs failed to capture metadata. In total, 25 photographs were taken before the date of loss; from approximately a month to up to a year and a half before the date of loss. Also, 54 photographs were taken approximately one (1) month after Mr. DeGeorge stated he threw everything away; some were taken almost nine (9) months after his statement.



The metadata from the 54 photographs is significant because it shows the contents were still in Mr. DeGeorge's possession after he told AIG he threw the contents away. Mr. DeGeorge's statements altered the course of the claims process. AIG was unable to inspect the contents Mr. DeGeorge was claiming because he stated he threw all the contents away. When in fact, Mr. DeGeorge still had the items in his possession during the claim process. This makes Mr. DeGeorge's statements to AIG material to the claim.

Out of all 307 photographs submitted by Mr. DeGeorge, only four (4) photographs were taken after the date of loss but before Mr. DeGeorge claims he threw the all the items away. I created a table with the information gathered from Detective Melvin's metadata reports, along

with additional information, to create a timeline. The timeline was created by DIFS Government Analyst Lorene Welsh to illustrate the date, number, and location of the 307 photographs Mr. DeGeorge submitted in support of this claim. The timeline and the information it was created from can be found in "Appendix B" of this report.

I requested and received affidavits from Mr. Christopher Fikis, Ms. Sandra Garber, and Ms. Jamie Oberto concerning the handling of the photographs submitted by Mr. DeGeorge (EXHIBIT #14). All three affiants confirmed they did not alter the date, time, or location of the photographs while in their possession.

On December 27, 2021, I received an affidavit from Adjuster Christopher Backus in reference to the materiality of Mr. DeGeorge's statements and photographs provided to AIG (EXHIBIT #15). In summary, Adjuster Backus stated it was necessary for the contents to be inspected per policy requirements. AIG was permitted to inspect the home; however, Mr. DeGeorge stated the contents were damaged in the loss and not available for inspection. Mr. DeGeorge stated, on numerous occasions, that he discarded all the damaged items. Adjuster Backus stated, "The handling to a proper conclusion of this claim was hampered since we could not inspect the contents claimed to be damaged. Given Mr. DeGeorge's statements, photographs of the damaged items were requested in lieu of a physical inspection." Adjuster Backus goes on to say, "If AIG had been able to inspect the contents, AIG could have been able to verify the claimed cause of loss and extent of the damage to those items. The outcome of the claim could have been different if AIG was provided an opportunity to inspect the contents, if requested documentation was provided, and if requested discussions regarding the prior loss and current loss had taken place."

On January 26, 2022, I was able to reach Mr. DeGeorge via phone and asked him if he would like to do an interview (EXHIBIT #16). Mr. DeGeorge said he reached out to his civil attorney and was told he could speak with me only briefly since there is ongoing civil litigation with AIG. I informed Mr. DeGeorge that I am investigating a tip I received from AIG about possible fraud in reference to the claim Mr. DeGeorge made in December 2019. Mr. DeGeorge wanted to speak to his civil attorney before he agreed to meet me for an interview. Mr. DeGeorge said he provided everything AIG asked for, and they still would not pay the claim. I informed Mr. DeGeorge that this is a criminal investigation. Mr. DeGeorge stated there were two separate claims; one was in the beginning which they were reimbursed for. Eventually, they moved back into the home, which they had done several times in the past, and three (3) months later, the house gets "completely destroyed" again after they had bought all new furniture. Mr. DeGeorge said he then made another claim for the new items, and that's where the issue arose. When asked about documents he may have, Mr. DeGeorge stated anything AIG has is what he's given them. Mr. DeGeorge stated that if he was doing something fraudulent he would have just let it go. Of note, Mr. DeGeorge did in fact drop the claim. Mr. DeGeorge's updated address is 2427 Country Oaks Ln, West Palm Beach, FL 33410. Mr. DeGeorge said he has done everything including the moves, the lawsuit, discarding all their stuff, and buying all their new stuff. Mr. DeGeorge provided me with his email address so I could send him an email with my contact information. Mr. DeGeorge's email address is michael.degeorge@mdeg.net. Mr. DeGeorge said he couldn't even imagine what fraud there could be since they were not paid anything or done anything. I told Mr. DeGeorge, once again, that this is a criminal investigation and suggested he inform his civil attorney of the type of investigation. Mr. DeGeorge said he would reach out to me the following week and that his civil attorney's name is Mr. Scott Gelfand.

I sent an email to Mr. DeGeorge shortly after the conversation we had via phone. I included my contact information and asked that he contact me after he spoke with his attorney.

Of note, the email address Mr. DeGeorge provided me is the same email used to communicate the statements made to AIG and Enservio in "Appendix A".

On February 9, 2022, I emailed Attorney Scott Gelfand to ask if he was representing Mr. DeGeorge in this criminal investigation and if we could set up an interview. Attorney Gelfand responded back saying, "I am not representing Mr. DeGeorge as I am not a criminal attorney." Subsequently, I emailed Mr. DeGeorge and told him what Attorney Gelfand said. I told Mr. DeGeorge that I was still hoping to do an interview with him and asked him to contact me to schedule the interview. Mr. DeGeorge quickly replied and asked if I could call him because it was easier than emailing.

A few minutes later, I called Mr. DeGeorge to try and schedule the interview (EXHIBIT #17). Mr. DeGeorge acknowledged receipt of my email and stated he never had an attorney to defend him in this matter. When talking about the claim, Mr. DeGeorge said everything was "trashed", and the damage was much worse than the first time. Mr. DeGeorge said they got rid of all the furniture, all the kids' stuff, and all the stuff that was ruined in their closet from the roof leak. Mr. DeGeorge said they moved to California to his wife's parents house for about a month until they could get settled back here. Mr. DeGeorge explained they then moved into the rental house and filed the claim for all the second set of items that were destroyed. Mr. DeGeorge said AIG then denied the claim without telling them a reason. Mr. DeGeorge said he dropped the claim because of the frustration and that the main case is against the builders. Mr. DeGeorge stated AIG paid him a lot of money, but "it doesn't matter, they're my insurance company, it doesn't matter how many times something breaks". Mr. DeGeorge said he doesn't even feel like he needs an attorney. I informed Mr. DeGeorge that if he would like to speak with a criminal attorney before doing the interview, that was fine. I also informed Mr. DeGeorge that he has no obligation to speak with me. Mr. DeGeorge said he needed time to figure out if he wanted to consult or hire an attorney before scheduling an interview. Mr. DeGeorge said he wants to do the interview, either by himself or with an attorney, because he wants to explain everything. Mr. DeGeorge said when he did his EUO, there were things he was able to clarify. Mr. DeGeorge said there is a lot of things he could explain and that there were items that he replaced because of the damage. Mr. DeGeorge said he might not hire an attorney, but he may consult with one he knows.

On February 22, 2022, I called Environmental Research and Restoration to speak with Dr. Maurice Baum. Dr. Baum is the person who completed the mold assessment for Mr. DeGeorge's permanent residence on December 3, 2019. Dr. Baum said he was present during the assessments and spoke with Mr. DeGeorge on several occasions. Dr. Baum said he did not instruct Mr. DeGeorge to throw everything away; however, Dr. Baum gave his personal opinion that items directly impacted by water damage should be thrown out. Specifically, Dr. Baum said items that actually got wet or hit with debris from the roof caving in should be thrown out. Dr. Baum said everything else that may have been exposed to mold should follow his recommendations in his report under "(20) Personal Effects". The recommendations from the report are as follows: "Personal effects (contents) should be cleaned, HEPA vacuumed, damp-wiped, removed, and stored before remediation. Clothing should be professionally laundered or dry-cleaned. A certified member of the Restoration Cleaners Association should do the professional cleaning." Dr. Baum said he did not know Mr. DeGeorge claimed he threw everything away nor that he may have actually kept the contents. Dr. Baum mentioned that the last time he was there, all the contents were already removed from the home. Dr. Baum said he suspected the contents were put in a storage facility, which is common practice during remediations. Dr. Baum did not know for sure where the contents were located. When asked about jewelry, such as a Rolex watch, Dr. Baum said the jewelry should be taken to a jeweler to

be cleaned. Dr. Baum said depending on the type of metal, it may oxidize, which you would be able to see in photographs. Dr. Baum stated in cases where there is high heat involved, condensation may appear under the glass of a watch face. Generally speaking, Dr. Baum said hard surfaces, such as metal, can just be wiped off.

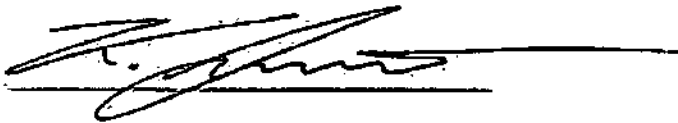
I have not heard from Mr. DeGeorge since our last phone conversation on February 9, 2022.

Conclusion:

1. On January 27, 2020, Mr. DeGeorge submitted a water damage claim to AIG for a roof leak that occurred at his residence on December 1, 2019.
2. Throughout the claim process, Mr. DeGeorge provided statements, photographs, and documents supporting his claim that the contents in his residence were damaged from water and mold exposure.
3. Mr. DeGeorge reported to AIG, on several occasions, that he threw away every documented item that was reportedly damaged in this water loss in December 2019.
4. Mr. DeGeorge submitted approximately 307 photographs to AIG in support of his contents claim.
5. The metadata from 269 photographs show the contents were still in Mr. DeGeorge's possession after he stated he threw everything away.
6. The metadata from 25 photographs show structural damage before the date of loss that was used in support of this claim.
7. Mr. Backus, in his affidavit, stated AIG's claims process was hampered by the inability to inspect the contents. The outcome of the claim could have been different if AIG was given the opportunity to inspect the items.
8. Mr. DeGeorge made several misrepresentations regarding the contents involved in the claim.

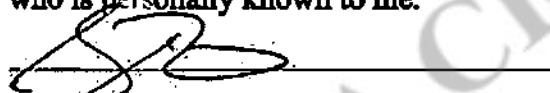
Based on the above facts, there is probable cause to believe that from January 27, 2020 to February 19, 2021, in Palm Beach County Florida, the defendant Michael DeGeorge violated Florida Statute 817.234 (1)(a)(1) when he, with the intent to injure, defraud, or deceive American International Group Property Casualty Company, a homeowner's insurance provider, submitted a water damage claim and provided photographs, statements, and documents of allegedly damaged contents in support of the contents portion of the claim, when in fact, the metadata from 269 photographs show the contents were in Mr. DeGeorge's possession several months after he reportedly disposed of all the items and metadata from 25 photographs were taken before the reported date of loss, which constitutes a material misrepresentation to an insurance company.

I hereby swear and affirm that the above information did occur in Palm Beach County, Florida and is true and correct to the best of my knowledge and belief.



Kassandra Grimm, DETECTIVE
Florida Department of Financial Services
Bureau of Insurance Fraud

Subscribed to and sworn before me this 25th day February 2022, by Kassandra Grimm, who is personally known to me.


Law Enforcement Officer (F.S.S. 117.10)