

[J-24-2011]
IN THE SUPREME COURT OF PENNSYLVANIA
WESTERN DISTRICT

COMMONWEALTH OF PENNSYLVANIA,	:	No. 28 WAP 2010
	:	
Appellee	:	
	:	Appeal from the Order of the Superior
	:	Court entered June 16, 2006 at No. 1359
v.	:	WDA 2005 affirming the Judgment of
	:	Sentence of the Court of Common Pleas
	:	of Allegheny County entered June 30,
DANIEL GOODSON, III,	:	2005 at No. CP-02-CR-0013670-2003.
	:	
Appellant	:	ARGUED: April 12, 2011

DISSENTING OPINION

MR. JUSTICE SAYLOR

DECIDED: DECEMBER 21, 2011

As the lead Justices explain, Section 4117 of the Crimes Code defines insurance fraud to include:

Knowingly and with the intent to defraud any insurer . . . ,
present[ing] or caus[ing] to be presented to any insurer . . .
any statement forming a part of, or in support of, a claim that
contains any false, incomplete or misleading information
concerning any fact or thing material to the claim.

18 Pa.C.S. §4117(a)(2) (emphasis added).

In the first instance, the lead opinion appears to indicate that there was no presentation to an insurer. See Opinion Announcing the Judgment of the Court (“OAJC”), slip op. at 4 (“Because he made no insurance claim, nor a proffer to an insurer, he didn’t commit insurance fraud[.]” (emphasis added)). While it may be true that Appellant did not directly present the counterfeit instrument to State Farm, by

tendering it to First National Bank he certainly “cause[d it] to be presented” to the insurer. 18 Pa.C.S. §4117(a)(2); see OAJC, slip op. at 2-3 (explaining that “agents of State Farm refused to pay the check [Appellant had] forged”).

Second, the lead Justices determine that Appellant made no insurance claim. See id. at 5. However, Appellant acknowledges that he did make an “underlying insurance claim,” Brief for Appellant at 23, and the lead opinion otherwise recognizes as much. See OAJC, slip op. at 1.

In my view, this appeal turns on whether the forged check Appellant caused to be presented to State Farm for payment constitutes a “statement” under Section 4117(a)(2), in which context “statement” is broadly defined to encompass:

Any oral or written presentation or other evidence of loss, injury or expense, including, but not limited to, any notice, statement, proof of loss, bill of lading, receipt for payment, invoice, account, estimate of property damages, bill for services, diagnosis, prescription, hospital or doctor records, X-ray, test result or computer-generated documents.

18 Pa.C.S. §4117(l). In light of this intentionally sweeping, non-exclusive definition, I find substantial resonance in the Commonwealth’s position that the presentation of a forged check duplicating the amount of an already-paid obligation on an insurance claim represents a “statement that [State Farm] owed him this money, a statement which was completely false and directly concerned an insurance claim.” Brief for Appellee at 9; see also id. (“This was, plain and simply, an attempt by Goodson to get far more money from an insurance claim than he deserved by presenting a fraudulent check for a duplicate amount and effectively make State Farm pay twice on the same claim.”).

Appellant indisputably designed to perpetrate fraud on an insurance company, and the artifice he employed was to mimic an amount previously tendered on his

insurance claim. In light of the above, and like the Commonwealth, I have difficulty appreciating why this is not insurance fraud, under the broad statutory definitions.

Mr. Chief Justice Castille joins this dissenting opinion.