

NON-PRECEDENTIAL DECISION - SEE SUPERIOR COURT I.O.P. 65.37

COMMONWEALTH OF PENNSYLVANIA	:	IN THE SUPERIOR COURT OF
	:	PENNSYLVANIA
	:	
v.	:	
	:	
	:	
JULIA ANN CALIPO	:	
	:	
Appellant	:	No. 1929 WDA 2016

Appeal from the Judgment of Sentence November 3, 2016
In the Court of Common Pleas of Erie County Criminal Division at No(s):
CP-25-CR-0000990-2016

BEFORE: OLSON, J., MURRAY, J., and FORD ELLIOTT, P.J.E.

MEMORANDUM BY OLSON, J.:

FILED MAY 31, 2018

Appellant, Julia Ann Calipo, appeals, pro se,¹ from the judgment of sentence entered on November 3, 2016 in the Criminal Division of the Court of Common Pleas of Erie County. We affirm.

Appellant's conviction in this case arose from an intentional fire that destroyed her residence at 235 East 32nd Street in Erie, Pennsylvania on February 18, 2015 and a related insurance claim that Appellant submitted to Allstate Insurance Company (Allstate) for loss of dwelling and contents. Prior to these events, Appellant and her children resided at the East 32nd Street residence when a fire damaged the structure in October 2011. At this time,

¹ The record reflects that following a November 3, 2017 hearing pursuant to Commonwealth v. Grazier, 713 A.2d 81 (Pa. 1998) (requiring on-the-record determination of whether waiver of right to appellate counsel is knowing, intelligent, and voluntary), the trial court granted Appellant's request to proceed pro se.

Appellant collected insurance proceeds from Farmers Insurance for losses incurred in the 2011 fire. After the 2011 fire, Appellant and her children relocated to another home but returned to the East 32nd Street residence in July 2014. Approximately four months later, on November 20, 2014, Appellant applied to Allstate for homeowners' insurance coverage. Based upon information provided by Appellant, Allstate issued a policy that became effective on December 3, 2014.

Allstate commissioned a home inspection that was scheduled for December 1, 2014. The inspection revealed material misrepresentations by Appellant regarding the condition of the property and the age of improvements to the structure. Based upon the findings of the inspection, Allstate cancelled its policy on the residence effective February 26, 2015.

On February 18, 2015, eight days before the scheduled termination of Appellant's homeowners' coverage, a fire broke out at the East 32nd Street residence. The evidence at trial showed that Appellant, and possibly an adult child, were the only individuals who had keys or access to the premises and that Appellant was the last person to leave the residence that evening. Allstate hired a private investigator, Robert Rice, to determine the cause of the fire. Rice determined that the fire was set intentionally and that it was caused by the ignition of a stove that contained an aerosol can and clothing. Guy Santone, Fire Chief for the City of Erie Fire Department, also investigated the fire and agreed with Rice that the fire at the East 32nd Street residence was set intentionally.

Appellant submitted an insurance claim to Allstate on February 18, 2015. The claim was referred to Allstate's Special Investigative Unit given its suspicious circumstances, including the 2011 fire and the fact that the fire occurred while Appellant's homeowners' policy was in cancellation status. While the investigation was ongoing, Allstate paid certain sums to Appellant. On November 17, 2015, however, Allstate denied coverage for Appellant's claimed losses due to Appellant's failure to cooperate, misrepresentations in Appellant's list of contents and her statement under oath, and Allstate's determination that the fire was set intentionally.

The Commonwealth filed an amended criminal information on September 13, 2016 charging Appellant with arson - endangering persons (18 Pa.C.S.A. § 3301(a)(1)(i)), arson - endangering property (18 Pa.C.S.A. § 3301(c)(3)), risking catastrophe (18 Pa.C.S.A. § 3302(b)), three counts of recklessly endangering another person (18 Pa.C.S.A. § 2705), and two counts of insurance fraud (18 Pa.C.S.A. § 4117(a)(2) and (b)(4)). Following a three-day trial that concluded on September 21, 2016, a jury found Appellant guilty of all charges.² On November 3, 2016, Appellant received an aggregate sentence of 20 to 40 months' incarceration, followed by seven years' state probation.

² Without notifying the court or her attorney, Appellant failed to appear on the third day of trial. Despite Appellant's absence, trial proceeded over the objection of counsel.

On November 10, 2016, Appellant moved for post-sentence relief, which the court denied on November 28, 2016. A timely notice of appeal followed on December 20, 2016. Pursuant to Pa.R.A.P. 1925(b), the trial court directed Appellant to file and serve a concise statement of errors complained of on appeal. Appellant timely complied on January 6, 2017. The trial court issued its Rule 1925(a) opinion on April 13, 2017.

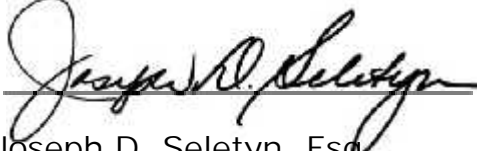
In her brief to this Court, Appellant lists 25 issues for our review. See Appellant's Brief at 7-9. Many of Appellant's claims were not included within her January 6, 2017 concise statement, others are repetitive, several assert the ineffectiveness of trial counsel, and still others incoherently allege corruption and misconduct on the part of the trial judge and prosecuting attorneys. For these reasons, we have confined our review of this appeal to the issues addressed in the trial court's April 13, 2013 opinion.

After careful review of the parties' submissions, the opinion of the trial court, the certified record, and pertinent case law, we conclude that Appellant is not entitled to relief. Moreover, in light of our determination that the trial court's opinion adequately and accurately addresses the issues that were properly raised and preserved in this appeal, we adopt the court's April 13, 2017 opinion as our own. The parties are directed to attach a copy of the court's opinion to all future filings that relate to our disposition in this appeal.

Judgment of sentence affirmed.

J-S21006-18

Judgment Entered.

A handwritten signature in black ink, reading "Joseph D. Seletyn", written over a horizontal line.

Joseph D. Seletyn, Esq.
Prothonotary

Date: 5/31/2018