

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

CASTILLE, C.J., SAYLOR, EAKIN, BAER, TODD, McCAFFERY, ORIE MELVIN, JJ.

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

OPINION ANNOUNCING THE JUDGMENT OF THE COURT

MR. JUSTICE EAKIN

DECIDED: DECEMBER 21, 2011

In January, 2001, appellant's car was in a collision.¹

His insurer totaled the aging New Yorker, then made a just division of the value of the insurance claim, sending \$6,289 to the lender; the balance of \$135, to appellant they made tender.

And thus the matter terminated, or so one might have thought, but that was not to be, when Goodson's later schemes were caught.

¹ There is set forth in the trial court's opinion a fuller recitation of the case's protracted history and facts, adopted by the Superior Court. Nevertheless, the facts necessary to resolve the issue accepted for review are few, undisputed, and fully contained herein.

Appellant was unhappy with his meager share, we guess — comparing the two payouts, his disbursement was much less — so six months later, in July, Mr. Goodson would appear at a branch of First National Bank, and there he made it clear that he'd a check made out to him, which he innocently presented to open a new bank account — “from State Farm,” he represented.

The check was numbered familiarly, same as the prior one for \$135 that he'd been given when this saga'd just begun. And it was for \$6,289, a unique and memorable amount. The bank obligingly took the check and opened a new account. “Welcome our new customer!” a greeting that we'd bet the bank would come to think of with a measure of regret.

Never thinking that appellant's check might have a minor flaw (like perhaps being a forgery), it allowed him to withdraw several thousand dollars and, days later, a few thousand more; he'd taken over \$5,000 before the bank would learn the score. There was no evidence appellant seemed the least bit nervous, having picked a branch with such unmatched customer service.

Of course the crime soon came to light, as agents of State Farm refused to pay the check he'd forged, which forestalled further harm: "It's not from us, there is no claim, the check we cannot honor!" And appellant's scheme was thus undone — he knew he was a goner. When braced, he paid the money back, a mitigating solution, but despite this act, the Commonwealth commenced its prosecution.

Convicted of the forgery, insurance fraud,² and theft, he admits the first and last, but denies the charge that's left. He claims the sentence for insurance fraud is most certainly amiss — he says "I may be guilty, but I'm just not guilty of this. My sentence is inappropriate — undo the wrongful conviction." And in the end, seeks this relief from our appellate jurisdiction.

Our standard of review's de novo; our scope will be plenary. And upon reviewing what Goodson's done, it takes not long to see his argument is legally sound, its merits clearly true,

² The offense of insurance fraud occurs when a person:

[k]nowingly and with the intent to defraud any insurer or self-insured, presents or causes to be presented to any insurer or self-insured 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).

and so it falls to us to expeditiously undo
the sentence for insurance fraud that was affirmed below
for the elements just aren't made out, a closer look will show.

We find the elements of the statute are not proved in Goodson's case.
No insurance claim was instituted, by writing or face-to-face.
Goodson gave nothing to an insurer, and what he gave the bank exec
was neither "statement" nor "insurance claim" — it simply was a check.
That's not to say appellant's acts are free from any blame,
it's just they're neither part nor parcel of an insurance claim.

The prosecution says the check is linked "inexorably"
to the January claim, by check amount, its number, and payee.
Though such particulars indicate some shared genealogy
'tween January and July, still they're branches of a different tree.
His first claim was legitimate and, resemblances notwithstanding,
he later passed a counterfeit check, no insurance coverage demanding.

Just because the bogus check shows an insurance company's name
doesn't make the crime insurance fraud — it's simply not the same.
A check may seem a statement that State Farm owed him the dough
but that assumption by the bank isn't false insurance info,
or evidence that's material to a claim involving State Farm —

there's no new claim and the old claim's gone — this was a different harm.

One must ask when parsing the crime, what was the legislative intent?

In creating such a focused crime, is counterfeiting what they meant?

Were they targeting specific fraud unique to insurance firms,

or is this a broad and sweeping crime, a can of felonious worms?

It is the former, being so specific — who must give what to whom —

and dressing up the facts won't make them fit in this costume.

Because he made no insurance claim, nor a proffer to an insurer,

he didn't commit insurance fraud, and neither judge nor juror

can to the contrary rightly find, even if they'd like to.

Two crimes are strikes, but not the third — the count is but strike two,

and while those strikes are such that he's not going to walk,

on this last pitch we have no choice but to call a figurative balk.

Sentenced on the other crimes, he surely won't go free,

but we find he can't be guilty of this final felony.

Convictions for the forgery and theft are approbated —

the sentence for insurance fraud, however, is vacated.

The case must be remanded for resentencing, we find,

so the trial judge may impose the result he originally had in mind.

What Goodson did is serious, but doesn't comprise this crime —
there's simply no rhyme nor reason for it, for these reasons (and in rhyme).

Madame Justice Orie Melvin did not participate in the consideration or decision of this case.

Mr. Justice Baer joins the opinion.

Madame Justice Todd and Mr. Justice McCaffery concur in the result.

Mr. Justice Saylor files a dissenting opinion in which Mr. Chief Justice Castille joins.