



Officer W. Aukerman stopped the truck and requested that another officer look for the second man. Officer Aukerman determined that Goettler lived just a few blocks away. Officers were dispatched to her residence, where a construction worker informed them that a male matching the second man's description had entered the home. The officers found Adam Stevens hiding in a camper trailer. He had two backpacks with him. They found cash in Stevens's pockets, and the backpack contained jewelry, electronics, mail, and credit cards belonging to Robert and Pamela Williams.

Stevens was charged with residential burglary. He pleaded guilty. In exchange for the guilty plea, the State agreed not to charge Stevens for possession of the stolen credit cards. As part of the plea agreement, Stevens agreed to pay restitution for the charged and uncharged crimes in Lake Stevens Police Department case number 10-0616.<sup>1</sup>

The police records for that case number include a list of items, given to officers on March 16, 2010, that the Williamses claimed were missing after the burglary. The stolen items were listed as being worth \$34,609.50. On June 28, 2010, Robert Williams prepared a victim impact statement that listed the amount of stolen goods at \$66,956. Williams also wrote that most of the jewelry was not recovered because "[t]hey were caught the second time they robbed our home." (Emphasis in original.)

At sentencing, based on the assertion in the victim impact statement that there were two burglaries, the court expressed confusion and thought that the amount of

---

<sup>1</sup> Different portions of the record refer to that case number as 10-616, 10-0616, and 10-00616. There is no dispute that they all refer to the same case.

restitution owed might be significantly less than the Williamses' total loss. No evidence corroborates a previous burglary, and such a possibility is not mentioned in any of the police records. Ultimately, the trial court reserved the issue of restitution for a later date.

At a January 10, 2011 restitution hearing, the State requested restitution in the amount of \$34,609.50, pursuant to the stolen items listed in the police records. Defense counsel argued that the State was still including amounts from a previous burglary, and that some of the items included in that amount had either been returned or were still being held by the police. The trial court awarded \$26,395.91 to the Williamses and \$8,213.59 to State Farm Insurance for covered losses, for a total of \$34,609.50. But, it left open the possibility of a future modification and requested that the parties determine what items, if any, had been returned to the Williams, and whether any of the claimed losses were not attributable to Stevens. It set the matter for another hearing.

On January 25, the State reduced its request for restitution to State Farm by \$1,046.23, reflecting that some items had been recovered and returned to the Williamses. The State increased its request for restitution to the Williamses to \$58,874.37. The State's evidence identified the victim's claim of loss, the inventory of property recovered, the identification of items returned, and items remaining in possession of the police department. The court reduced the amount owed to State Farm, but declined to increase the amount owed to the Williamses.

Stevens appeals.

## DISCUSSION

We review the trial court's restitution order for an abuse of discretion. State v. Hunotte, 69 Wn. App. 670, 674, 851 P.2d 694 (1993). The court abuses its discretion when its decision is manifestly unreasonable, or exercised on untenable grounds, or for untenable reasons. State v. Enstone, 137 Wn.2d 675, 679-80, 974 P.2d 828 (1999).

The trial court must order restitution when a defendant is convicted of an offense which results in damage to, or loss of, property. RCW 9.94A.753(5); State v. Griffith, 164 Wn.2d 960, 965, 195 P.3d 506 (2008). Restitution is permitted only for losses that are causally connected to the charged crimes, unless the defendant expressly agrees to pay. Id. at 965-66. The State bears the burden of establishing restitution by a preponderance of the evidence. State v. Dennis, 101 Wn. App. 223, 226-27, 6 P.3d 1173 (2000).

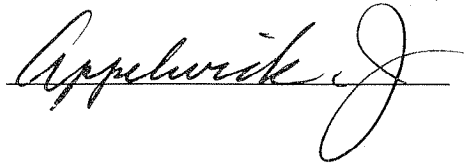
Stevens argues that he did not agree to pay restitution for all of the Williamses' claimed losses. Rather, he asserts he only agreed to pay restitution for the charged and uncharged crimes described in case number 10-0616, which include only the March 12 burglary and possession of stolen credit cards. He claims the trial court included amounts that were apparently taken in another burglary, as referenced in the victim impact statement.

But, there was only one residential burglary alleged here. On March 12, police officers arrested Stevens and his accomplices. Stevens pleaded guilty and agreed to pay restitution for the crimes described in the police records. The police record for case number 10-0616 reference a burglary that occurred on March 12, and include a list of stolen items that the Williamses provided on March 16. Those records do not mention a previous burglary. The only mention of a possible second burglary is a

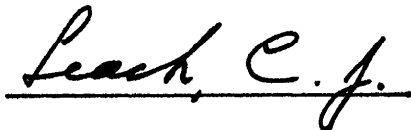
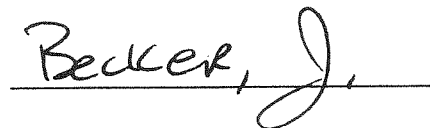
handwritten statement by one of the victims that some jewelry was not recovered, because they were caught the second time they robbed the home. There was no evidence before the court that a prior burglary had occurred, been witnessed, been reported to police, or prosecuted. The statement was mere speculation as to why the missing items were not recovered when the burglars were apprehended.

The State proved the extent of the Williamses' loss by a preponderance of the evidence. The trial court did not abuse its discretion when it determined that Stevens owed restitution for the items that the Williamses claimed were missing after the burglary.

We affirm.

A handwritten signature in cursive script, reading "Appelwick, J.", written over a horizontal line.

WE CONCUR:

A handwritten signature in cursive script, reading "Leach, C. J.", written over a horizontal line.A handwritten signature in cursive script, reading "Becker, J.", written over a horizontal line.