

NOTICE

*Memorandum decisions of this Court do not create legal precedent. See Alaska Appellate Rule 214(d) and Paragraph 7 of the Guidelines for Publication of Court of Appeals Decisions (Court of Appeals Order No. 3). Accordingly, this memorandum decision may not be cited as binding authority for any proposition of law.*

IN THE COURT OF APPEALS OF THE STATE OF ALASKA

RICHARD HICKMAN,

Appellant,

v.

STATE OF ALASKA,

Appellee.

Court of Appeals No. A-12357  
Trial Court No. 4BE-12-967 CR

MEMORANDUM OPINION

No. 6585 — February 21, 2018

Appeal from the Superior Court, Fourth Judicial District, Bethel,  
Gregory A. Miller, Judge.

Appearances: Justin A. Tapp, Denali Law Group, Anchorage,  
under contract with the Office of Public Advocacy, for the  
Appellant. Michal Stryszak, Assistant Attorney General, Office  
of Criminal Appeals, Anchorage, and Jahna Lindemuth,  
Attorney General, Juneau, for the Appellee.

Before: Mannheimer, Chief Judge, and Allard and Wollenberg,  
Judges.

Judge MANNHEIMER.

In September 2012, the Bethel police responded to an alarm at the Bethel Native Corporation Complex. When the police arrived, they observed three people fleeing from the complex. One of these people was Richard Hickman.

Hickman was charged with various counts of burglary, criminal mischief, and theft. These charges were ultimately resolved by a plea bargain. Under the terms of this agreement, Hickman pleaded guilty to attempted second-degree burglary, and he agreed to pay restitution in an amount to be determined.

By far the largest portion of the restitution request was attributable to the damage inflicted on the Wells Fargo ATM located in the lobby of the Native Corporation building. Wells Fargo executive Lisa Wimmer testified that the covering was torn from the ATM, that the machine itself was damaged so severely that it was inoperable, and that the wall mounting, the underlying drywall and studding, and the electrical wiring were all damaged. In addition, the flooring to which the ATM was bolted also sustained damage, apparently when the burglars attempted to pull the machine from the floor.

Because of all this damage, the ATM had to be replaced and the supporting electrical circuitry had to be repaired. Replacement parts had to be shipped to Bethel (some of them from out-of-state), and three technicians traveled to Bethel from Seattle and Anchorage to perform the needed work.

Wells Fargo supplied the superior court with three purchase orders for all of this work. The purchase orders contained a detailed listing of the work performed and the supplies and products that had to be purchased. Ms. Wimmer testified that Wells Fargo paid these three purchase orders in full, for a total expense of \$31,312.

When the superior court entered its restitution award against Hickman, the court included this \$31,312.

On appeal, Hickman argues that there was insufficient evidence presented to the superior court to justify awarding restitution to Wells Fargo for the entire \$31,312 reflected in the three purchase orders. Hickman contends that there was reason to doubt some of the figures in these purchase orders, and that the restitution award to the bank should have been several thousand dollars less. But the sentencing judge found that the

three purchase orders accurately reflected the amount of money that Wells Fargo paid to install a replacement ATM, and the record supports the sentencing judge’s finding.<sup>1</sup>

Accordingly, the judgement of the superior court is AFFIRMED.

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<sup>1</sup> See *Noffsinger v. State*, 850 P.2d 647, 650-51 (Alaska App. 1993) (holding that joint and several liability is permitted when a court imposes restitution in a criminal case), and *State v. Miller*, 207 P.3d 541, 543 (Alaska 2009) (holding that a trial court’s findings of fact “will not be disturbed unless they are clearly erroneous”).