

**IN THE COURT OF COMMON PLEAS OF LYCOMING COUNTY,  
PENNSYLVANIA**

<b>COMMONWEALTH OF PENNSYLVANIA</b>	:	
	:	
v.	:	<b>CR-69-2024</b>
	:	
<b>AMANDA ROWLAND,</b>	:	
<b>Defendant</b>	:	

**OPINION AND ORDER**

This matter comes before the Court after an objection to the Restitution amount on behalf of the Defendant made at the time for sentencing on September 3, 2024. On September 3, 2024, the Commonwealth asserted a claim for Restitution in the amount of \$1,370.97. The Defendant requested a Restitution hearing. The Court directed a hearing be scheduled, and on October 25, 2024, the Court held a hearing regarding the Restitution amount.

On June 7, 2024, the Defendant pled guilty to one count of Driving Under the Influence, high rate of alcohol a first offense, a misdemeanor; and, one count of Reckless Driving, a summary offense. The Court accepted the Defendant’s guilty plea as knowing, voluntary, and intelligent. The Defendant was ordered to pay a \$500.00 mandatory fine and to undergo a period of incarceration of forty-eight (48) hours to six (6) months. The Defendant is Pre-Release Center eligible, and the Court imposed an Act 198 fee for \$100.00. As a special term of supervision, the Court required the Defendant to remain compliant with her outpatient services at Genesis House. The Court also ordered twenty (20) hours of community service. The Commonwealth asserted a claim for restitution in the amount of \$1,370.97 at the sentencing hearing. This amount was also written on the Defendant’s Guilty Plea Colloquy from June 7, 2024.

Preceding the Restitution hearing on October 25, 2024, the Defendant did not file any petition outlining a basis for her objection to the Restitution amount. However, at the time scheduled for the hearing on the Restitution amount, the Defendant objected to the amount on the premise that the documentation provided to determine the Restitution amount was an estimate of costs to repair the damage to the Victim's vehicle as a result of the Defendant's conduct. The Defendant stipulated to the authenticity of the estimate report provided by the Commonwealth, and it was admitted as Commonwealth's Exhibit #1. Neither party submitted any further testimony or evidence to further its position on the argument that estimates for costs to repair property damage may or may not be utilized in the Court's determination for Restitution. The Defendant argued that basing the Restitution amount on the estimate report is too speculative, and that the actual repair work and resulting costs has not occurred. The Commonwealth did not contest the Defendant's assertion that the actual repair work was not completed at the time of the hearing. However, the Commonwealth argued that, for the purpose of Restitution, an estimate is sufficient for determining the amount of damage suffered by a victim. The Court agrees with the Commonwealth.

When a court imposes restitution as part of a sentence, "there must be a direct nexus between the restitution ordered and the crime for which the defendant was convicted." *Commonwealth v. Solomon*, 247 A.3d at 1163, 1170 (Pa. Super. 2021)(internal citation and quotations omitted). "[D]amages which occur as a direct result of the crimes are those which would not have occurred but for the defendant's criminal conduct." *Commonwealth v. Poplawski*, 2017 PA Super 78, 158 A.3d 671, 674 (Pa. Super. 2017) (internal citation omitted).

Title 18 Pa.C.S. Section 1106 provides:

**(c) Mandatory restitution.--**

(1) The court shall order full restitution:

(i) Regardless of the current financial resources of the defendant, so as to provide the victim with the fullest compensation for the loss. The court shall not reduce a restitution award by any amount that the victim has received from the Crime Victim's Compensation Board or other government agency but shall order the defendant to pay any restitution ordered for loss previously compensated by the board to the Crime Victim's Compensation Fund or other designated account when the claim involves a government agency in addition to or in place of the board. The court shall not reduce a restitution award by any amount that the victim has received from an insurance company but shall order the defendant to pay any restitution ordered for loss previously compensated by an insurance company to the insurance company.

....

(2) At the time of sentencing the court shall specify the amount and method of restitution. In determining the amount and method of restitution, the court:

- (i) Shall consider the extent of injury suffered by the victim, the victim's request for restitution as presented to the district attorney in accordance with paragraph (4) and such other matters as it deems appropriate.
- (ii) May order restitution in a lump sum, by monthly installments or according to such other schedule as it deems just.
- (iii) Shall not order incarceration of a defendant for failure to pay restitution if the failure results from the offender's inability to pay.
- (iv) Shall consider any other preexisting orders imposed on the defendant, including, but not limited to, orders imposed under this title or any other title.

(3) The court may, at any time or upon the recommendation of the district attorney that is based on information received from the victim and the probation section of the county or other agent designated by the county commissioners of the county with the approval of the president judge to collect restitution, alter or amend any order of restitution made pursuant to paragraph (2), provided, however, that the court states its reasons and conclusions as a matter of record for any change or amendment to any previous order.

- (4)
- (i) It shall be the responsibility of the district attorneys of the respective counties to make a recommendation to the court at or prior to the time of sentencing as to the amount of restitution to be ordered. This recommendation shall be based upon information solicited by the district attorney and received from the victim.
  - (ii) Where the district attorney has solicited information from the victims as provided in subparagraph (i) and has received no response, the district attorney shall, based on other available information, make a recommendation to the court for restitution.

....

**(g) Preservation of private remedies.**--No judgment or order of restitution shall debar the victim, by appropriate action, to recover from the offender as otherwise

provided by law, provided that any civil award shall be reduced by the amount paid under the criminal judgment.

A sentencing court shall consider the extent of injury suffered by the victim and other appropriate matters when computing restitution. *Commonwealth v. Wright*, 722 A.2d 157 (Pa. Super. 1998). The amount ordered for restitution must be supported by the record because it is a sentence. *Id.* Accordingly, restitution may not be speculative or excessive. *Id.*, citing *Commonwealth v. Balisteri*, 478 A.2d 5, 9 (Pa. Super. 1984).

In *Commonwealth v. Wright*, Appellant Michael D. Wright and John S. Thompson were harvesting corn with combines on the Thompson farm when the combine sustained damage from angle iron that was attached to several stalks of corn. Wright was the suspected culprit, and it was determined at trial that he commissioned a local welder to weld nuts onto small pieces of angle iron. *Id.* at 159. He then tied the pieces of angle iron to cornstalks in the fields to be harvested by Thompson and resulting in the damage to the combines. *Id.* Wright was charged with criminal mischief and agricultural vandalism. *Id.* The jury returned a verdict determining the victim's loss from damage to be more than \$1,000.00 and less than \$5,000.00. *Id.* Wright was sentenced to two consecutive terms of probation and ordered to pay restitution in the amount of \$20,745.82. *Id.* The court based the restitution amount on information before it at the time of sentencing, specifically, estimates and repair bills from agricultural implements dealers. *Id.* In his appeal, Wright asserted that the sentencing court erred in ordering him to pay restitution in an amount that exceeded the amount of damages determined by the jury for the purposes of grading offenses. *Id.* at 160. In *Wright*, the record indicated that the John Deere combine sustained *damage estimated* at \$5,376.19 for repair; and, the *estimated cost for repair of the damage to the Gleaner combine* was \$15,369.63. *Id.*, emphasis added. The John Deere tractor was repaired by the time of trial, but the Gleaner combine was not. *Id.* The repairs of the Gleaner combine were expected to be completed

shortly after the trial, within the following month or two. *Id.* The sentencing court ordered restitution for the full estimated cost of repairs to both combines, it did not reduce the amount by the insurance payment, and it did not limit the order to the “out of pocket” costs incurred by the victim by the date of trial. *Id.* The restitution order was supported by the record and there is no finding that the sentencing court abused its discretion in ordering the restitution amount. *Id.*

Similarly, in *Commonwealth v. Wyant*, Not reported in A.3d, (Pa. Super. 2013), a non-precedential opinion from the Superior Court of Pennsylvania, the appellant challenged his judgment of sentence ordering restitution in the amount of \$97, 587.00 claiming the amount to be speculative, excessive, and not supported in the record. At the restitution hearing, the vice-president of operations for the business that owned the cabinetry shop testified regarding an estimate of the victim’s loss prepared by an electrical company. *Id.* At the hearing, the defendant entered as an exhibit an estimate prepared by an insurance adjustor calculating the victim’s loss at \$57,248.00. *Id.* The defendant requested that both estimates be considered when fashioning the restitution sentence. *Id.* The court determined that the trial court complied with 18 Pa.C.S.A. § 1106(c)(2)(i), and considered all the evidence presented at the restitution hearing. Accordingly, the court determined the electrical company estimate was a more accurate as it would be more familiar with what is necessary to bring the victim’s property back. *Id.* The Pennsylvania Superior Court made no finding of error in the sentencing court’s application of the estimates, even utilizing the higher estimate in the sentencing order. *Id.*

The evening that the Defendant was charged with Driving Under the Influence and Reckless Driving, she caused damage to the Victim’s vehicle in a gas station parking lot. The estimate report from Van Campen Motors, Inc. in Williamsport, Pennsylvania,

(Commonwealth Exhibit #1) lists the components of the Victim's vehicle that require repairs. Alongside the description of repairs are the anticipated costs for the repairs. (Commonwealth Exhibit #1). The invoice was completed on June 4, 2024, which was prior to the Defendant's Guilty Plea hearing. (Commonwealth Exhibit #1). The Commonwealth submitted the estimate for cost of repairs to the record and this Court does not find the estimation excessive relative to the damage caused by the Defendant. Moreover, in considering an evaluation of the damage to the vehicle was conducted and a report of the estimated cost of repairs was completed and provided to the Victim, the Court does not find the estimation to be speculative. Accordingly, the Court finds that the Restitution amount ordered at the sentencing hearing on September 3, 2024 is not excessive or speculative, and the amount is found in the record. Thus, the Defendant's objection to the Restitution amount is **denied**. The Court orders the Defendant to pay Restitution to the Victim in the amount of \$1,370.97.

By the Court,

Ryan M. Tira, Judge

RMT/asw

CC: District Attorney  
Public Defender  
APO  
Gary Weber-Lycoming Reporter