

STATE OF MINNESOTA

IN SUPREME COURT

A19-1856

Court of Appeals

Chutich, J.

State of Minnesota,

Respondent,

vs.

Filed: August 4, 2021
Office of Appellate Courts

Rebecca Ann Powers,

Appellant.

Keith Ellison, Attorney General, Saint Paul, Minnesota; and

Mark S. Rubin, St. Louis County Attorney, Tyler J. Kenefick, Assistant St. Louis County Attorney, Hibbing, Minnesota, for respondent.

Cathryn Middlebrook, Chief Appellate Public Defender, Jennifer L. Lauermann, Assistant State Public Defender, Saint Paul, Minnesota, for appellant.

S Y L L A B U S

1. To establish the reduction in the value of physical property damaged by a defendant and the degree of the defendant's culpability when charged with criminal damage to property, the phrase "cost of repair and replacement" set forth in Minnesota Statutes section 609.595, subdivision 1(4) (2020), unambiguously includes reasonable estimates of the cost to repair or replace the damage.

2. Sufficient evidence supported the jury’s verdict of first-degree criminal damage to property when the State presented a reasonable estimate that the cost to repair the damage to the property exceeded the \$1,000 felony threshold.

Affirmed.

OPINION

CHUTICH, Justice.

This case raises a narrow issue of statutory interpretation: Does the phrase “cost of repair and replacement” in Minnesota Statutes section 609.595, subdivision 1(4) (2020), defining first-degree criminal damage to property, permit the State to present evidence of estimates or quotes to determine the reduction in value of the property damaged by the defendant? Appellant Rebecca Powers seeks review of an opinion of the court of appeals affirming her conviction for first-degree criminal damage to property. She argues that allowing the jury to consider only estimated costs to repair or replace the damaged property, rather than the *actual* costs of repair and replacement, would impermissibly add the word “estimated” to the language of the statute. Powers further asserts that because the property owner did not repair or replace the damaged property, the estimates presented to the jury on the cost to do so were insufficient to support her conviction for first-degree criminal damage to property. Because we conclude that reasonable estimates on the cost to repair or replace damaged property are included in the meaning of the statutory phrase “cost of repair and replacement,” we further hold that sufficient evidence supported Powers’s conviction. Accordingly, we affirm the decision of the court of appeals.

FACTS

The following facts were established at the jury trial of Rebecca Powers. On August 18, 2018, while driving home, C.M. saw two women on the porch of a home in her neighborhood attempting to pry open the front door with a metal object. C.M. testified that her town is small, and the “carrot colored car” parked in front of the house looked out of place, especially given that she believed the house to be unoccupied. She recognized the distinct car as belonging to the former residents of the house who had been evicted, and recognized one of the women as Powers. Three days later, C.M. told K.J., the girlfriend of the homeowner, about what she had seen.

K.J. testified that she managed the house for her boyfriend, homeowner E.H., and had been living in the rental house herself. After speaking with C.M., K.J. noticed stress marks on the inside of the door near the lock and some cracked weather sealing. She could also see damage to the metal by the lock and had previously noticed that the door would not stay closed even when locked. K.J. then called the police.

That same day, an officer came to the house to investigate. The officer saw pry marks on the front door and frame, as well as a crack in the frame by the latch plate. He photographed the damage; the photos were later shown to the jury. The officer spoke with C.M. who provided a partial license plate number for the orange car. When the officer ran the number through the database, he discovered that the car was registered to Powers. C.M. later identified Powers in two different photo line ups and identified her again at trial.

E.H., the homeowner, testified that he obtained an estimate on the cost for a replacement door from Lowe’s Home Center. The damaged wooden door was old and

could not be replaced with an exact replica, so the homeowner asked the clerk at Lowe's "to find the door that matche[d]" the original. The clerk provided him with a written replacement estimate for a "Craftsman 36 x 85 inch fiberglass entry door" and installation supplies for \$1,382.05 (after taxes). E.H., a contractor, testified that repairing and replacing the door would take him three and a half hours at his repair rate of \$69 per hour, for a total of \$207. He submitted a handwritten estimate to that effect. The total estimates for the door, hardware, and labor costs came to \$1,589.05, exceeding the \$1,000 monetary threshold for first-degree criminal damage to property.

E.H. testified on cross-examination that he did not look for a used door or seek out less expensive repair options because he "only use[s] Lowe's." He ultimately lost the house in tax forfeiture proceedings and did not repair or replace the door. E.H. then withdrew a request previously made for restitution, which Powers had challenged.

The jury convicted Powers of first-degree criminal damage to property under section 609.595, subdivision 1(4). The district court stayed imposition of sentence and placed Powers on probation for 3 years. Powers appealed, and the court of appeals affirmed her conviction. *State v. Powers*, No. A19-1856, 2020 WL 6846369, at *3 (Minn. App. Nov. 23, 2020). Powers petitioned our court for review, which we granted.

ANALYSIS

When a sufficiency-of-the-evidence claim is based on the meaning of the statute under which the defendant has been convicted, the matter presents a question of statutory interpretation, which we review de novo. *State v. Pakhnyuk*, 926 N.W.2d 914, 920 (Minn. 2019). Once we interpret the statute, however, we then conduct "a painstaking analysis of

the record to determine whether the evidence, when viewed in a light most favorable to the conviction, was sufficient to permit the jurors to reach the verdict which they did.” *State v. Webb*, 440 N.W.2d 426, 430 (Minn. 1989).

I.

We turn first to the question of whether the plain language of the criminal damage to property statute permits the use of reasonable estimates on the repair or replacement cost to establish the pertinent value threshold for the amount of damage caused by the defendant. Powers argues that because the word “estimated” is not included in the language of the statute, to allow estimates to be used to calculate the value of the damage caused would add an element to the statute not contemplated by the Legislature. The State, on the other hand, contends that estimates are included within the meaning of the term “cost” and so a plain language reading of the statute compels their inclusion in determining whether the damage to the property meets the threshold amount. We agree with the State.

We first determine whether the statutory language, “value of the property . . . measured by the cost of repair and replacement” is unambiguous. Our aim in interpreting a statute is to effectuate the intent of the Legislature. Minn. Stat. § 645.16 (2020). The language of a statute is ambiguous if it is “subject to more than one reasonable interpretation.” *State v. Mauer*, 741 N.W.2d 107, 111 (Minn. 2007). If so, we “may apply canons of construction to resolve the ambiguity.” *State v. Thonesavanh*, 904 N.W.2d 432, 435 (Minn. 2017). If a statute is unambiguous, we apply the statute’s plain meaning. *State v. Henderson*, 907 N.W.2d 623, 625 (Minn. 2018). When the words are not defined in the statute, we may look “to dictionary definitions to determine a term’s plain and ordinary

meaning.” *Id.* at 626. “In addition, the meaning of a word is informed by how it is used in the context of a statute.” *State v. Rogers*, 925 N.W.2d 1, 3 (Minn. 2019).

Subdivision 1(4) of the criminal damage to property statute reads:

Whoever intentionally causes damage to physical property of another without the latter’s consent may be sentenced to imprisonment for not more than five years or to payment of a fine of not more than \$10,000, or both, if . . . *the damage reduces the value of the property by more than \$1,000 measured by the cost of repair and replacement.*

Minn. Stat. § 609.595, subd. 1(4) (emphasis added).

Because the Legislature has not defined the statutory terms “value” and “cost,” we may look to dictionary definitions to establish their plain and ordinary meaning. *State v. Schouweiler*, 887 N.W.2d 22, 25 (Minn. 2016) (“We generally interpret words and phrases according to their common and ordinary meaning, but we interpret technical words and phrases according to their special, technical meaning.”). Neither party has argued that either term has a specialized or technical meaning, and we agree. Consequently, we may use lay dictionaries to determine their common and ordinary meaning.

Merriam-Webster defines “cost” as “the amount or equivalent paid or charged for something: PRICE.” *Merriam-Webster’s Collegiate Dictionary* 262 (10th ed. 2001). Similarly, the American Heritage Dictionary defines “cost” as the “amount paid or required as payment for a purchase; a price.” *The American Heritage Dictionary of the English Language* 434 (5th ed. 2011). Both of these definitions explicitly incorporate the word “price” into the definition of “cost.” Merriam-Webster defines “value” as “a fair return or equivalent in goods, services, or money for something exchanged: the monetary worth of something: the marketable price.” *Merriam-Webster’s Collegiate Dictionary* 1301 (10th

ed. 2001). The American Heritage Dictionary defines “value” as “[a]n amount, as of goods, services, or money, considered to be a fair and suitable equivalent for something else; a fair price or return.” *The American Heritage Dictionary of the English Language* 1913 (5th ed. 2011).

Because the definitions of “cost” in those dictionaries include the “price” of goods—what is being charged for an item—and the “price” of services, these definitions show that it is possible to establish the cost of an item without actually buying it or paying for the item, which in this case is the needed repair services. The definition of value as “the monetary worth of something” reinforces that conclusion. The definitions of “cost” and “value” are therefore consistent with an objective measurement based on the fair market value of an item or service, which need not be solely limited to the price *actually* paid for an item or the services needed to repair or replace the damaged property.

Reasonable estimates are a measure of the price of a good or service and therefore are evidence of the “cost” of that good or service. Accordingly, we do not read a different concept into the statute, but rather acknowledge a component part of the statute as written. Because a reasonable estimate is one way to measure the cost of a good or service, the plain language of section 609.595, subdivision 1(4), unambiguously allows for reasonable estimates to be considered when assessing the reduction in the value of property as a result of the damage, measured by the “cost of repair and replacement.”

In addition, the structure of section 609.595 itself supports the use of reasonable estimates to measure damaged property. *See State v. Riggs*, 865 N.W.2d 679, 683 (holding that we analyze a statute as a whole to determine ambiguity). Reading the statute as a

whole, section 609.595, subdivision 1(4), and its accompanying subdivisions show that the Legislature intended to base the severity of the punishment on the amount of damage caused. Put differently, the degrees of culpability within the statute are demarcated principally by the extent of the damage caused as measured by the cost of repair or replacement. *See* Minn. Stat. § 609.595. For example, the threshold for first-degree felony criminal damage to property, as previously noted, is over \$1,000. Minn. Stat. § 609.595, subd. 1(4). The threshold for second- and third-degree criminal damage to property is \$500–\$1,000. *Id.*, subds. 1a(a), 2(a). Finally, the threshold for fourth-degree criminal damage to property is any reduction in value under the \$500 limit. *Id.*, subd. 3. Each of these degrees of criminal damage to property is punished differently, with first-degree criminal damage to property resulting in the most severe punishment.¹

Powers’s interpretation undermines this legislative scheme because it would predicate the severity of the crime based not upon the amount of damage that the *defendant* caused, but upon the *victim’s* initiative and ability to repair the damage. It does not make sense that a victim’s inability to pay to repair or replace the damaged property would lessen the defendant’s culpability.² The only logical reading of the statute’s plain language and

¹ Although other factors may distinguish among degrees of the crime, such as targeting a victim for their “perceived race, color, religion, sex, sexual orientation, disability . . . , age, or national origin,” Minn. Stat. § 609.595, subd. 2(b), even these aggravating factors are categorized by the amount of damage caused. *Id.* (“Whoever intentionally causes damage to another person’s personal property . . . may be sentenced . . . if the damage reduces the value of the property by not more than \$500.”).

² In fact, adopting Powers’s position could result in a paradox: the more damage done to the property, the less likely it would be that a victim could repair or replace the more extensive and expensive damage. In that event, a defendant who causes extensive damage

structure is to focus the assessment of the degree of culpability on the *defendant's* actions, not on the action or inaction of the victim.

In sum, based upon the plain language and the structure of the statute, we conclude that evidence of estimates may be used to establish the “cost of repair and replacement” in section 609.595, subdivision 1(4). Accordingly, the court of appeals correctly held that estimates could be used to determine the reduction in the value of the property and to establish whether the felony threshold has been met.

II.

Because we have determined that the statute unambiguously includes estimates when calculating the reduction in value of the property due to the damage caused, we next conduct “a painstaking analysis of the record to determine whether the evidence, when viewed in a light most favorable to the conviction, was sufficient to permit the jurors to reach the verdict which they did.” *Webb*, 440 N.W.2d at 430.

Applying this standard, we conclude that the State presented sufficient evidence to establish that the reasonable reduction in value of the door due to the damage exceeded the \$1,000 felony threshold. Here, the jury saw photographs of the damage done to the door. The homeowner testified that he went to Lowe’s and asked for a door that most resembled the one that was damaged. The State presented evidence of the written estimate of \$1,382.05 that the homeowner received from Lowe’s for a new door and the parts necessary to replace the damaged one. In addition, the homeowner testified about the time

that could not be readily paid for could evade prosecution as compared to a defendant who caused slight damage that could be more easily repaired or replaced by a victim.

that it would take him to install the new door and the standard hourly rate that he charges as a contractor, resulting in an estimated charge of \$207. The total cost of the estimated labor and materials that it would take to replace the damaged door was \$1,589.05.³ Viewing this evidence in the light most favorable to the verdict, we conclude that Powers's conviction was based on sufficient evidence.

CONCLUSION

For the foregoing reasons, the decision of the court of appeals is affirmed.

Affirmed.

³ Even setting aside the homeowner's valuation of his own labor, the cost of materials (the door and the installation supplies) alone totaled \$1,382.05, surpassing the felony threshold. Moreover, Powers did not directly contend on appeal that the estimates were unreasonable and should be rejected for that reason. Although estimates can be taken into consideration to determine the value of the damage to property, defendants, of course, are at liberty to attack the reasonableness of any quote or estimate at trial.