FILED
CLERK OF COURT

2026 AUG 11 AM 11:51

SUPERIOR COURT
OF GUAM

IN THE SUPERIOR COURT OF GUAM

PEOPLE OF GUAM, **v.** **MARIA DOLORES CRUZ LORENZO (*aka* MARIA DOLORES TAYAMA CRUZ),** DOB: 09/14/1974 Defendant.	**Criminal Case No. CF0103-23** GPD Report No. 23-03831 **DECISION AND ORDER GRANTING IN-PART AND DENYING IN-PART THE PEOPLE'S REQUESTED RESTITUTION**

INTRODUCTION

This matter came before the Honorable Alberto C. Lamorena, III on April 24, 2026 for a Restitution Hearing. Assistant Attorney General Lucas Wood represents the People, and Assistant Public Defender Jocelyn Roden represents Maria Dolores Cruz Lorenzo (*aka* Maria Dolores Tayama Cruz) ("Defendant"). Having duly considered the parties' briefs, oral arguments, and the applicable law, the Court now issues the following Decision and Order **GRANTING IN-PART AND DENYING IN-PART** the People's requested restitution.

BACKGROUND

On April 1, 2025, Defendant pled guilty to Theft of Utilities (as a 3rd Degree Felony). See Judgment of Conviction (May 9, 2025). In doing so, Defendant admitted that on or about the period between January 1, 2019 through February 8, 2023, she knowingly tampered with, altered, or by-passed a meter for purposes of obtaining electrical power belonging to the Guam Power Authority ("GPA" or "Victim") without paying for such service. See Indictment (Feb. 27, 2023). Pursuant to the terms of the plea agreement, Defendant agreed to pay full restitution to Victim in an amount to be determined at a later restitution hearing. See Judgment of Conviction (May 9, 2026).

On April 1, 2025, the People submitted their Restitution Summary. The People seek restitution totaling one hundred and six thousand nine hundred twenty-six dollars and sixty-two cents ($106,926.62). See Restitution Summary (Apr. 1, 2025). This amount is comprised of the following: (i) Back billing for energy consumed totaling thirty-five thousand five hundred seventy-five dollars and fifty-four cents ($35,575.54); (ii) Damaged Meter Investigation Report Fee totaling two hundred dollars ($200.00); and (iii) Tampering Penalty totaling seventy-one thousand one hundred fifty-one dollars and eight cents ($71,151.08). Id.

On December 22, 2025, Defendant submitted her Objection to Restitution ("Objection"). Defendant argues the Damaged Meter Investigation Report Fee and the Tampering Penalty should not be included in restitution because they don't reflect losses incurred by Victim. See Objection at 3-4 (Dec. 22, 2025). Defendant also claims that the amount of back billing requested is an inaccurate estimate because: (i) it is based off a short time period that does not account for additional factors such as changes in energy consumption; (ii) it does not account for credits received under the Energy Credit Program; & (iii) it may have been computed using outdated billing rates. Id. at 5-6. Lastly, Defendant claims the requested restitution amount is unjustifiably high and would cause undue hardship given her limited financial resources. Id. at 7.

On April 10, 2026, the People filed their Response to Defendant's Objection ("Response"). The People claim the Damaged Meter Investigation Report Fee reflects the Victim's losses by accounting for the cost of equipment, supplies, and manpower needed to assess damaged meters. See Response at 2 (Apr. 10, 2026). Furthermore, the People claim Defendant is subject to the Tampering Penalty by virtue of her guilty plea and the Tampering Penalty being a validly enacted law. Id. at 2. The People also claim the back billing requested accurately reflects Victim's losses and rightfully excludes credits provided by the Energy Credit Program. Id. at 3-4.

On April 24, 2026, the Court held a Restitution Hearing. After hearing the arguments of the parties, the Court took the matter under advisement.

DISCUSSION

I. Preliminary Rules:

> A person who has been convicted of an offense may be sentenced to pay a fine or to make restitution not exceeding:
>
> (b) Five Thousand Dollars ($5,000.00), when the conviction is of a felony of the third degree
>
> (e) Any higher amount equal to double the pecuniary gain to the offender or loss to the victim caused by the conduct constituting the offense by the offender. In such case, the Court shall make a finding as to the amount of the gain or loss… For purposes of this section, the term "gain" means

> the amount of money or the value of the property derived by the offender and the term "loss" means the amount of value separated from the victim.
>
> (f) Any amount specifically authorized by statute. The restitution ordered paid to the victim shall not exceed his loss.

See 9 G.C.A. § 80.50.

This means that the Court may order Defendant to pay restitution up to five thousand dollars ($5,000.00) without any additional findings. Any restitution order exceeding five thousand dollars ($5,000.00) requires that the Court make specific factual findings regarding the Victim's loss or the Defendant's gain. See *People v. Faisao*, 2018 Guam 26 ¶ 13. The People must prove this loss or gain by a preponderance of the evidence. Id. at ¶ 13.

II. Application:

Here, the People's requested restitution of one hundred and six thousand nine hundred twenty-six dollars and sixty-two cents ($106,926.62) exceeds the five-thousand-dollar ($5,000.00) limit imposed by 9 G.C.A. § 80.50(b). Therefore, the Court must make specific findings regarding Victim's losses.

Victim claims their losses consist of three components: (i) Back billing totaling thirty-five thousand five hundred seventy-five dollars and fifty-four cents ($35,575.54); (ii) Damaged Meter Investigation Report Fee totaling two hundred dollars ($200.00); and (iii) Tampering Penalty totaling seventy-one thousand one hundred fifty-one dollars and eight cents ($71,151.08). See Restitution Summary (Apr. 1, 2025).

a. Defendant is liable for thirty-five thousand five hundred seventy-five dollars and fifty-four cents ($35,575.54) in restitution to Victim attributed to Defendant's unpaid back billing.

The first component of Victim's requested restitution, the back billing, reflects Defendant's estimated energy consumption during the 1,129-day period between Jan. 6, 2020 through Feb. 8, 2023. See Court Recording at 10:23:00am (Apr. 24, 2026). This is the agreed-upon timeframe during which Defendant was improperly receiving GPA power. Id. at 10:28:45am.

However, it is impossible to determine the exact amount of power that Defendant consumed during this period because she had bypassed her meter box. Id. at 10:24:30am. Therefore, the requested back billing reflects merely an estimate for how much power Defendant consumed.

12 G.C.A. § 8406 governs how to estimate the amount of power used in bypassed connections and provides:

> The Guam Power Authority shall determine the estimated value of the power utilized by the illegal power connection, or tampered meter, based upon the estimated time of placement using average consumption figures for the type of consumption of the illegal hook-up system-wide for all consumers of that set class, taking into account usage of the premises, number of occupants or users, and the size of the building or area served by such illegal hook-up. It shall be the burden of the recipient of the illegal hook-up to establish that the estimated usage set forth by the Guam Power Authority is incorrect. A possible method of determination of time period shall be the verification of Guam Power Authority records bill and KWH history so as to determine when the location last paid for power at a normal level of consumption notwithstanding other legislative provisions on backbilling. The amount so determined shall be due and payable to the Guam Power Authority.

See 12 G.C.A. § 8406.

James Borja, a Utility Services Administrator employed at GPA, used this exact method of determination authorized by 12 G.C.A. § 8406 when he estimated Defendant's energy consumption. The last accurate readings GPA has of Defendant's energy consumption came during the three-month period of June through August 2015. See Court Recording at 10:23:30am (Apr. 24, 2026). This was the last time Defendant was an active GPA customer paying for normal levels of energy consumption. Id. at 10:23:30am. Mr. Borja used these records to find Defendant's average daily energy consumption (122.178 KWH/day). Id. at 10:23:30am; See also Restitution Summary at Tampering Billing Report (Apr. 1, 2025). Mr. Borja then estimated Defendant's total illegal energy consumption (137,939.19 KWH) by extending this average out across the 1,129-day period in question. Id. at 10:24:15am; See also Restitution Summary at Tampering Billing Report (Apr. 1, 2025). Mr. Borja used the then-prevailing expense rates when calculating the back billing for any given month. Id. at 10:30:30am. This ensured that the cost estimates coincide with the time of energy consumption.

After walking the Court through this method, James Borja announced that his total back billing estimate came out to thirty-five thousand five hundred seventy-five dollars and fifty-four cents ($35,575.54). Id. at 10:23:30am. The specific math used to reach this amount, including the varying energy rates, is reflected in the Tampering Billing Report accompanying the Restitution Summary. See Restitution Summary at Tampering Billing Report (Apr. 1, 2025).

The People have proven by a preponderance of the evidence that Victim suffered losses totaling thirty-five thousand five hundred seventy-five dollars and fifty-four cents ($35,575.54) attributed to Defendant's conduct. The People provided detailed estimates of Defendant's energy consumption during the period in question and what her energy bills would have been. Although these were just estimates, they are reliable ones having been reached using a method specifically authorized by 12 G.C.A. § 8406.

Because the People estimated Defendant's energy consumption using a method specifically authorized by statute, the Defendant bears "the burden … to establish that the estimated usage … is incorrect." See 12 G.C.A. § 8406. However, Defendant has not put forth any evidence suggesting the average energy consumption rate used (122.178 KWH/day) inaccurately reflects her consumption during the period in question. Therefore, the Court has no reason to believe the energy consumption estimate is inaccurate or higher than Defendant's actual use.

Defendant claims the back billing figure reflects inaccurate prices because it does not account for several one hundred dollar ($100.00) monthly credits made payable to GPA customers under the Energy Credit Program. See Objection at 5 (Dec. 22, 2025). However, this program's existence does not mean the estimated back billing is inaccurate. The Energy Credit Program's "purpose … is to provide each of the Guam Power Authority's … residential, master-metered, and commercial *customers* with a five hundred dollars ($500.00) credit towards their account." See Public Law 36-106 § 3 (Jul. 27, 2022) (emphasis added). The Energy Credit Program only provided credits for then-current GPA customers. Because Defendant was not a GPA customer when the energy credits were distributed, she is not entitled to now receive those credits towards reducing her restitution.

b. Defendant is not liable for two hundred dollars ($200.00) in restitution to Victim attributed to their creation of a Damaged Meter Investigation Report.

The second component of Victim's requested restitution is a two-hundred-dollar ($200.00) fee for the creation of a Damaged Meter Investigation Report. See Restitution Summary (Apr. 1, 2025). It is GPA's policy to create a Damaged Meter Investigation Report for any altered meter and to then charge the customer a two-hundred-dollar ($200.00) fee for the creation of the report. See Court Recording at 10:26:00am (Apr. 24, 2026). The fee's purpose is to cover the costs of equipment, supplies, and labor needed to assess damaged meters. Id. at 10:25:30am.

Because the creation of a Damaged Meter Investigation Report does not provide Defendant with any pecuniary gain, the question turns to how much loss this caused Victim. However, the People did not provide evidence suggesting this caused two hundred dollars ($200.00) in losses to Victim. No details were provided regarding how much Victim paid for the creation of this report, or how much of their equipment was consumed in its creation. The fee being standard across all meter investigations further shows that it does not reflect this specific investigation in question.

The Court is left speculating as to how much preparing the Damaged Meter Investigation Report cost Victim, and cannot confidently say that this amount reached two hundred dollars ($200.00). Therefore, Defendant is not liable for this portion of the restitution requested.

c. Defendant is not liable for seventy-one thousand one hundred fifty-one dollars and eight cents ($71,151.08) in restitution to Victim by means of a Tampering Penalty.

The final component of Victim's requested restitution is a Tampering Penalty totaling seventy-one thousand one hundred fifty-one dollars and eight cents ($71,151.08). See Restitution Summary (Apr. 1, 2025). This amount was computed by taking twice the amount of the estimated value of the power utilized by the illegal power connection ($35,575.54). Id.

The People claim this is authorized under Public Law 24-126 which holds that "every user … who knowingly taps into, tampers with, alters or by-passes electrical meters … shall be subject to *penalties* that will be calculated at twice the amount of the estimated value of the power utilized by the illegal power connection… Said penalties are *exclusive* of the estimated value of the power, utilized by the illegal connection, that is due and payable to the GPA … pertaining to backbilling." See Public Law 24-126 § 4 (Feb. 16, 1998) (emphasis added).

Public Law 24-126 clearly states that the Tampering Penalty is indeed a penalty and that it is independent of restitution due under back billing. The Tampering Penalty is punitive in nature because it requires payments far exceeding the Victim's losses. This goes against "the primary purpose of restitution" which is to "prevent unjust enrichment" by having the defendant return or pay for the benefit received. See *Guam Resorts, Inc. v. G.C. Corporation*, 2013 Guam 18 ¶ 47. Requiring Defendant to pay twice the amount of energy consumed would provide GPA with a windfall of money which is not the purpose of restitution damages.

The People suggest that Defendant is subject to this Tampering Penalty by virtue of pleading guilty to Theft of Utilities (as a 3rd Degree Felony). See Response at 2 (Apr. 10, 2026). Anyone guilty of such an offense "shall be subject to … any and all fines payable to the Guam Power Authority." See 9 G.C.A. § 43.51(b).

However, nowhere in Defendant's plea agreement did he agree to pay additional fines beyond the three thousand dollar ($3,000.00) fine imposed. See Plea Agreement (May 9, 2025). "A central tenet of contract law is that no party is obligated to provide more than is specified in the agreement itself." See *People v. Faisao*, 2018 Guam 26 ¶ 17. Accordingly, in enforcing plea agreements, the defendant is "held only to those promises he or she actually makes to the government." Id. at ¶ 17. Because Defendant never promised to pay any fines beyond three thousand dollars ($3,000.00) in exchange for her guilty plea, it is unjust to now impose an additional fine in the form of a Tempering Penalty.

III. The restitution ordered does not impose an undue burden or unfair penalty on Defendant.

Lastly, the Court must also consider the Defendant's financial ability to pay any ordered restitution. "The court shall not sentence an offender to pay a fine or make restitution unless the offender is or, given a fair opportunity to do so, will be able to pay the fine or restitution." See 9 G.C.A. § 80.52(c). "In determining the amount and method of payment of a fine or restitution, the court shall take into account the financial resources of the offender and the nature of the burden that its payment will impose." See 9 G.C.A. § 80.52(d). "When a defendant voluntarily and knowingly promises to pay restitution, it is reasonable for the court to assume they have the ability to pay restitution." See *People v. Reselap,* 2022 Guam 2 ¶ 64.

By signing her plea agreement, Defendant voluntarily and knowingly agreed to "be held liable for full restitution ... to Guam Power Authority". See Plea Agreement at § 10.C (May 9, 2025). Defendant agreed that this obligation would survive beyond any incarceration or probation term. Id. at § 10.C.ii. Defendant also stipulated "that if given a fair opportunity to pay any fines and restitution ordered by the court; Defendant will be able to do so." Id. at § 12.

At the time of her plea, Defendant had already consumed the energy in question and understood this consumption would be used to calculate restitution owed. Nothing new has been presented showing why Defendant will be unable pay restitution she had already agreed to cover. Although Defendant has spent much of the last year incarcerated, she is likely to be released soon under the terms of her plea agreement. This will allow Defendant the opportunity to earn an income and start paying off the restitution owed.

CONCLUSION

For the reasons stated above, the Court **GRANTS IN-PART AND DENIES IN-PART** the People's restitution request.

- Defendant shall owe Victim restitution totaling **thirty-five thousand five hundred seventy-five dollars and fifty-four cents ($35,575.54)** attributed to Defendant's unpaid back billing.
- Defendant is not obligated to pay the two hundred dollar ($200.00) Damaged Meter Investigation Report Fee or seventy-one thousand one hundred fifty-one dollars and eight cents ($71,151.08) Tampering Penalty.
- Ordering the restitution above does not constitute an undue penalty because Defendant has not presented any evidence suggesting an inherent inability to pay.

IT IS SO ORDERED this August 11, 2025.

HONORABLE ALBERTO C. LAMORENA, III
Presiding Judge, Superior Court of Guam

SERVICE VIA E-MAIL
I acknowledge that an electronic copy of the original was e-mailed to:
AG, PDSC

Date: 8/11/26 Time: 11:59am
Antonio [illegible]
Deputy Clerk, Superior Court of Guam