

IN THE DISTRICT COURT OF THE FOURTH JUDICIAL DISTRICT OF
THE STATE OF IDAHO, IN AND FOR THE COUNTY OF ADA

STATE OF IDAHO,

Plaintiff,

v.

BRYAN C. KOHBERGER,

Defendant.

Case No. CR01-24-31665

**ORDER ON STATE'S REQUEST FOR
RESTITUTION**

I. INTRODUCTION

Before the Court is the State's request for restitution for funeral expenses incurred by the parents of Kaylee Goncalves and Madison Mogen.¹ The State requests \$1420 in favor of the Steve and Kristi Goncalves and \$1587.79 in favor of Karen Laramie for expenditures made for urns. An itemized statement with receipts was provided with the State's request. Although Defendant agrees that the plea agreement allows for these expenses to be sought as restitution, he argues the request should nevertheless be denied under I.C. § 19-5304(7) based on his inability to pay.

Oral argument on the State's request was held on November 5, 2025 after which the Court took the matter under advisement. The Court will order the restitution in the amount requested by the State.

II. STANDARD

A district court's order of restitution is discretionary; the court can determine whether to order restitution and in what amount. *State v. Johnson*, 167 Idaho 454, 460, 470 P.3d 1263, 1269 (Ct. App. 2020)

¹ The State originally requested restitution for expenses incurred by these parents for travel and accommodations to attend hearings and trial. However, the State conceded at oral argument that those expenses were not contemplated under the plea agreement and withdrew its request. Thus, only the funeral expenses will be addressed.

III. ANALYSIS

A. The Plea Agreement Requires Defendant to Pay for Funeral Expenses As Requested by the State.

While awards of restitution are typically governed by I.C. § 19-5304, restitution obligations under the statute can be altered through plea agreements. *State v. Acuna*, 154 Idaho 139, 142, 294 P.3d 1151, 1154 (Ct. App. 2013) (finding the plea agreement precluded the prosecutor from requesting additional restitution). Plea agreements are contractual in nature and generally are examined by courts in accordance with contract law standards. *State v. Jafek*, 141 Idaho 71, 73, 106 P.3d 397, 399 (2005). A plea agreement is ambiguous if it is reasonably subject to conflicting interpretations. *Acuna*, 154 Idaho at 141, 294 P.3d at 1153. The determination that a plea agreement is ambiguous is a question of law; interpretation of an ambiguous term is a question of fact. *State v. Allen*, 143 Idaho 267, 272, 141 P.3d 1136, 1141 (Ct. App. 2006). Ambiguous plea agreements are to be construed in favor of the defendant. *State v. Nienburg*, 153 Idaho 491, 496, 283 P.3d 808, 813 (Ct. App. 2012) (citations omitted).

The plea agreement at issue provides that “[t]he State may seek restitution orders regarding funeral expenses and Crime Victims Compensation reimbursement in an amount to be determined.” There are no other provisions governing restitution.

There is no dispute that the expenses incurred for the urns are funeral expenses as contemplated by the plea agreement. The dispute is whether Defendant agreed to pay restitution for the funeral expenses as requested by the State or only after the Court considers the factors set forth in I.C. § 19-5304(7). Defendant argues it is the latter.

The Court finds the former to be the only reasonable interpretation of the plea agreement. If the parties intended that restitution only be ordered in amounts to be determined by the Court under I.C. § 19-5304(7), there would be no reason to include the restitution provision in the plea agreement given that the State—on behalf of crime victims—is already permitted to seek restitution for economic losses under I.C. § 19-5304. By specifically including the restitution provision in the plea agreement, it is clear the parties intended to bypass this step with regard to two specific categories of expenses: 1) funeral expenses, and; 2) Crime Victims Compensation

reimbursement.² Thus, because Defendant agrees the expenses incurred for urns are funeral expenses, he may not object to the State's request for a restitution order under the unambiguous terms of the plea agreement.³

B. Alternatively, the Factors Set Forth in I.C. § 19-5304(7) Favor Restitution in Amount Requested.

Even if the Court were to find that the language of the plea agreement requires the Court to consider the factors set forth in I.C. § 19-5304(7) before ordering restitution, those factors favor ordering the amount requested by the State.

Pursuant to I.C. § 19-5304(7), in determining the amount of restitution to order, the Court must consider “the amount of economic loss sustained by the victim as a result of the offense, the financial resources, needs and earning ability of the defendant, and such other factors as the court deems appropriate.” The statute further provides that “[t]he immediate inability to pay restitution by a defendant shall not be, in and of itself, a reason to not order restitution.” *Id.* Rather, a court may order restitution “based on a *foreseeable ability* to repay the award.” *State v. Garcia*, 166 Idaho 661, 682, 462 P.3d 1125, 1146 (2020) (emphasis in original, citation omitted). Indeed, even if a defendant is unlikely to ever meet the full amount of restitution, an order of restitution may be upheld if it does not require installment payments or deadlines but simply gives the victims the present ability to obtain a judgment. *State v. Garcia*, 170 Idaho 708, 713, 516 P.3d 578, 583 (2022).

Defendant argues that restitution for funeral expenses should not be ordered given his other financial obligations associated with the case and his inability to earn money. He argues his consecutive life sentences preclude him from earning through employment and I.C. § 19-5301 prevents him from profiting from the crime by way of book, movie or entertainment. The State responds that although Defendant may not be able to earn money during his sentence, it is not a basis to deny restitution particularly here, where Defendant has received significant financial

² Notably, Defendant stipulated to restitution in the amount of \$14,563.75 incurred by the families of Ethan Chapin and Xana Kernodle.

³ Defendant also noted the State's request for restitution was untimely under the Judgment of Conviction and Commitment (July 23, 2025) which directed the State “to notice restitution for hearing if the parties cannot stipulate to an amount within sixty (60) days.” Sixty days fell on September 21, 2025, a Sunday. The State filed its request on Monday, September 22. Thus, it was not untimely.

contributions while incarcerated.⁴ The State further argues that, by operation of I.C. § 19-5301, any money that would otherwise be paid to Defendant for future media contracts can be collected by the state treasurer to be placed in an escrow account to pay restitution orders recovered as civil judgments.⁵

The economic losses sought by the Goncalves and Ms. Laramie for funeral expenses total \$3007.79. This is in addition to the criminal fines and fees of \$251,227.50, civil judgment of \$20,000 for each family and \$31,964.67 in restitution orders Defendant stipulated to in favor of Crime Victims' Compensation and the families of Xana Kernodle and Ethan Chapin.⁶ The amount at issue represents a minimal additional burden on Defendant's financial obligations in connection with this case. Further, he has received nearly enough through donations to cover the amount of restitution already ordered. While these funds may no longer be available to Defendant, it is foreseeable he will continue to receive donations in the future, particularly given that much of the donated amounts came from his family. In addition, there is no reason Defendant cannot secure prison employment for remuneration. Given his limited needs in prison and his youth, it is foreseeable that through employment and donations, Defendant may receive sufficient amounts over his life to at least come close to meeting his financial restitution obligations.⁷

In sum, although the Court finds the language of the plea agreement obligates Defendant to the restitution in the amount requested by the State for funeral expenses, even if it did not, the

⁴ State's Exhibit 3, filed with its reply brief, demonstrates that Defendant received several hundred donations totaling \$28,360.96 while incarcerated at the Latah County and Ada County jails. According to defense counsel, many of these donations came from Defendant's family members.

⁵ Although the State is correct that restitution orders can be recovered as civil judgments, they are not payable from an escrow account established under I.C. § 19-5301 because they are not money judgments recovered from a civil action, which is a requirement under I.C. § 19-5301(1). Thus, any media contracts Defendant enters into would not be a source of "earning potential" for restitution purposes.

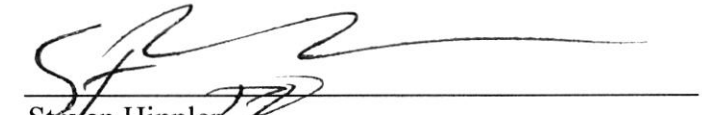
⁶ The priority of payments is such that monies paid by a criminal defendant are applied in a way that restitution is ordered and honored before most other items.

⁷ In addition, Defendant is not entirely correct that he will be unable to profit from media contracts by operation of I.C. § 19-5301. Pursuant to subsection three (3) of that statute, any leftover funds in the escrow account must be paid over to a defendant upon a showing that five years have elapsed from the establishment of the escrow account and that no actions are pending against him. I.C. § 19-5301(3). Thus, the statute leaves open the potential for Defendant to receive money from media contracts in the future.

Court finds the requested amount is warranted under I.C. § 19-5304(7). Separate orders awarding \$1420 to the Goncalves family and \$1587.79 to Ms. Laramie for funeral expenses will be issued.

IT IS SO ORDERED.

DATED this 13th day of November, 2025.



Steven Hippler
District Judge

CERTIFICATE OF SERVICE

I hereby certify that on 11/13/2025, I served a true and correct copy of the ORDER ON STATE'S REQUEST FOR RESTITUTION to:

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Clerk of the Court

By: 
Deputy Clerk 11/13/2025 1:21:59 PM

CERTIFICATE OF SERVICE