**IN THE SUPERIOR COURT OF THE STATE OF DELAWARE**

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| **STATE OF DELAWARE** | : | **ID #2508010938** |
| | : | |
| **vs.** | : | |
| | : | |
| **CHARLOTTE HICKS** | : | |
| | : | |

**ORDER**

AND NOW, TO WIT, this 16th day of November, 2026, it is the finding of the Court that:

1. Defendant, Charlotte Hicks, pled No Contest to Unlawful Use of a Payment Card on August 5, 2026. Although the charge was reduced to a misdemeanor, the Defendant acknowledged the restitution could exceed $1,500.00.

2. A Restitution Hearing was held on October 22, 2026. At the hearing it was established that the Defendant was president of the Belle Ayre Town Home Association (HOA) from October, 2019 to March, 31, 2025. When the new president took office, there were noticeable accounting discrepancies with the HOA account. This caused the HOA to obtain the bank statements from May 31, 2021 to March 31, 2025. The bank statements were summarized in State's Exhibit #1. The incoming president, Andrea Webber, and the vice president, Latisha Taylor, both testified that the payment card for the account should never have been used for

personal purchases at Walmart or other business, City of Seaford electric bills, Verizon bills and payments to herself. The HOA seeks $9,170.17 in restitution.

3. The Defendant testified that some of the purchases at Walmart and other business was to pay for trash bags to pick up litter, paper and ink for HOA mailings, and signs for parking from Amazon. The Defendant further testified that she wrote herself a check for $500.00 (State's Exhibit #3) to pay cash for common area grass cutting. Additionally, she made cash withdraws for other common area maintenance paid in cash. With regards to a trip in 2023 to Jamaica, Defendant testified her other credit card could not be used and she had to use the HOA payment card totaling $240.00. The Defendant claims she returned that money but showed no proof. The Defendant explained that the Rocket Law purchases were for suing HOA members who did not pay their HOA dues. The Defendant also offered Exhibit #4 which are thirty (30) charges on the HOA account some of which she claims were not made by her. Defendant also offered Exhibit #5, the HOA bylaws attempting to justify that the HOA should pay her City of Seaford electric bill. Later in her testimony, she acknowledged she needed to pay all of the City of Seaford electric bills and Verizon charges.

4. There are two (2) statutes that govern restitution. First, 11 *Del. C.* §4106(a), states "[a]ny person convicted of stealing, taking, receiving. . . shall be liable to each victim of the offense for the value of the property or property rights

lost. . . ." Second, 11 *Del. C.* §4204(c)(9) provides "[w]henever a victim of a crime suffers a monetary loss as a result of the defendant's criminal conduct, the sentencing court shall impose as a special condition of the sentence that the defendant make payments of restitution. . . as to make the victim whole, insofar as possible, for the loss sustained." When the State seeks restitution, the State must prove the amount of loss by a preponderance of the evidence. *Benton v. State*, 711 A.2d 792 (Del. 1996).

5. With these legal concepts in mind, it was clear that the Defendant felt entitled to use the HOA bank account for many personal purchases in lieu of the work provided as president. Unfortunately for the Defendant, she could not justify most of her personal expenditures. Further, for the disputed charges listed in Defendant's Exhibit #4, she provided no records that she filed a dispute to the charges with the bank at the time that they were made. The Defendant will be liable for the disputed charges on Exhibit #4.

6. The Defendant has persuaded the Court that she made some purchases (paper, ink, trash bags, signs) on behalf of the HOA with the payment card. It is also clear that the Defendant paid for common area maintenance with cash payments which is consistent with Defense Exhibit #2 and State's Exhibit #3. Futher, the Court is persuaded that the Defendant used the Rocket Law purchases to assist the HOA recoup unpaid HOA dues which was corroborated by Latisha Taylor.

7. The challenge is Defendant did such a poor job keeping records it is difficult to differentiate what purchases were for personal use and what purchases were made on behalf of the HOA. Therefore, the Court will be guided by Defense Exhibit #3 which is the HOA "Yearly Expense Report 2021 – 2022". As part of this report is states in 2021 – 2022, the HOA paid "$310 Administrator fees (covers – the envelope, paper, stamps, court fees)." The report also lists an annual expense paid by the HOA of "$568 Yard work (maintenance: numbers on the sidewalks, grass cutting, trash, etc.)." Using the $310.00 annual fee for the years 2022 – 2025, the Defendant will be credited $930.00 for purchases for administrative items for the HOA. Using the $568.00 annual fee for maintenance, which the Defendant indicated was paid in cash, for the years 2022 – 2025, the Defendant will be credited $1,704.00. For the Rocket Law expenditures, the Defendant will be credited $239.94. These credits total $2,873.94 which will be subtracted from the $9,170.71 of restitution requested. Therefore, the Defendant owes $6,296.23 in restitution to the HOA.

8. The Court concludes that the State has proved by a preponderance of the evidence the restitution amount is $6,296.23. The Sentence Order will be modified to reflect that the Defendant owes $6,296.23 in restitution to the Belle Ayre Town Home Association.

**IT IS SO ORDERED.**

*/s/ Mark H. Conner*

Mark H. Conner, Judge

oc: Prothonotary
cc: Accounting
Stephanie Blaisdell, Esquire
Heather Lingo, Deputy Attorney General