IN THE COURT OF APPEALS OF THE STATE OF ALASKA

KALE A. TRANGMOE,

Appellant,

v.

STATE OF ALASKA,

Appellee.

Court of Appeals No. A-11693
Trial Court No. 3CO-13-018 CR

MEMORANDUM OPINION

No. 6186 — May 20, 2015

Appeal from the District Court, Third Judicial District, Cordova, John R. Lohff, Judge.

Appearances: Chadwick P. McGrady, Palmer, for the Appellant. Arne Soldwedel, Assistant Attorney General, Office of Special Prosecutions and Appeals, Anchorage, and Michael C. Geraghty, Attorney General, Juneau, for the Appellee.

Before: Mannheimer, Chief Judge, Allard, Judge, and Hanley, District Court Judge.[*]

Judge MANNHEIMER.

[*] Sitting by assignment made pursuant to Article IV, Section 16 of the Alaska Constitution and Administrative Rule 24(d).

Kale A. Trangmoe appeals his convictions for two big-game guiding violations. Both of these violations were based on the State's proof that Trangmoe took a big-game animal (a wolverine) while he was guiding a client in the field. [1]

Trangmoe claims that his trial judge committed error by denying Trangmoe's motion to remove a juror for cause. But as we explain in this opinion, Trangmoe never asked the judge to remove the juror.

Trangmoe further claims that the trial judge committed two evidentiary errors during the trial — by improperly limiting the defense attorney's cross-examination of a State's witness, and by improperly admitting a witness's written statement over Trangmoe's hearsay objection.

Regarding the restriction on cross-examination, the record shows that the restriction was minimal, and that it did not significantly affect Trangmoe's opportunity to examine the witness. Regarding the hearsay evidence, we agree with Trangmoe that his hearsay objection was improperly overruled. However, we conclude that the trial judge's error was harmless under the facts of Trangmoe's case.

Finally, Trangmoe claims that the trial judge committed error by instructing the jury that the validity (under contract law) of the contract between Trangmoe's employer-guide and the hunter (the client whom Trangmoe guided in the field) was irrelevant to Trangmoe's guilt or innocence. For the reasons explained here, we conclude that this jury instruction was correct.

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[1] *See* AS 08.54.720(a)(18) (prohibiting a guide from personally taking a big-game animal while guiding a client in the field) and AS 08.54.720(a)(8)(A) (prohibiting a guide from knowingly committing, or aiding someone else in committing, a violation of AS 08.54).

Underlying facts

In March 2012, Pete Barela (a registered hunting guide) agreed to provide paid guiding services to Nathaniel Martinez (a resident of New Mexico) on a wolf hunt in Alaska. Barela hired Trangmoe as the assistant guide who would actually accompany Martinez on this hunt. Barela paid Trangmoe $1500 for his services.

Initially, the wolf hunt was to take place in Game Management Unit 6, one of the game management units where Barela was certified to provide guiding services. But, ultimately, the hunt took place in Game Management Unit 20 — where Barela lacked certification to provide guiding services.

The hunt took place over several days, from March 23 to March 29, 2012. Trangmoe went into the field with Martinez and two of Martinez's friends, and he provided guiding services to them. But while Trangmoe was guiding, he personally killed a wolverine. This was a violation of AS 08.54.720(a)(18), a statute that prohibits guides from taking big-game animals while they are guiding a client in the field.

Trangmoe later sealed the wolverine. In the sealing certificate, he truthfully reported that he took the animal in Game Management Unit 20.

The Martinez wolf hunt was unsuccessful; except for Trangmoe's wolverine, the party took no game.

Afterwards, Trangmoe's employer, Barela, filed the "hunt record" — the document that registered guides are required to file with the State to report the outcome of any guided hunt. This hunt record must be completed and signed by both the registered guide and the client — in this case, Barela and Martinez.

Among other things, the hunt record reports any animals taken during the hunt, along with the locations and dates. It also reports the name of the assistant guide.

On the hunt record, Barela falsely reported that the Martinez wolf hunt had occurred in Game Management Unit 6. Barela reported that Trangmoe was the assistant guide on the hunt, but Barela failed to report that a wolverine was taken during the hunt. And Barela falsely stated that the hunt ended on March 26th.

This false date was apparently intended to protect both Barela and Trangmoe — by falsely stating that the hunt was over *before* March 27th, when Trangmoe took the wolverine.

Although the false statements described above might not have caught anyone's attention, Barela's hunt record also had other mistakes that drew the scrutiny of the clerk who reviewed it. The clerk was unable to determine, from the hunt record, whether or not a wolf had been taken. Moreover, if a wolf had indeed been taken, it was clear that the required sealing certificate had not been completed.

Because of the ambiguities in the hunt record, the state troopers conducted an investigation into the Martinez hunt. Based on the results of this investigation, the State charged both Barela and Trangmoe with guiding violations. (Barela reached a plea agreement with the State, and he testified as a State's witness at Trangmoe's trial.)

Trangmoe's purported motion to remove a juror for cause

During jury selection, one of the alternate jurors indicated that she had an "issue" with people who hunted for trophies (as opposed to people who hunted for food). The juror also gave ambiguous answers about her attitude toward hunting guides; at one point, she stated that she "wasn't fond" of hunting guides, but a little later she said that she did not have a problem with guiding.

For obvious reasons, Trangmoe's attorney asked this juror many questions about this matter, and they went back and forth for a while. The juror declared that,

despite her "bias" on this issue, she understood her duty to listen to the evidence and apply the law, and she would do so.

The defense attorney then began to ask the juror what she meant by "bias", but the trial judge interrupted and called a bench conference. During this bench conference, the judge apprised the defense attorney that, based on what he had heard so far, there was no reason to excuse the juror for cause. The judge told Trangmoe's attorney that he was "cutting [him] off" on this issue. The judge explained that the attorney would be allowed to ask the juror more questions, "but not in this area."

When the bench conference ended, Trangmoe's attorney resumed his questioning of the juror:

> *Defense Attorney*: Ms. [Juror], you know, at the end of the day, Mr. Trangmoe and I, and the prosecutor, are looking for a juror that can call a ball or a strike, an objective umpire. Based on the little bit that you know about this case, and the fact that it involved commercial guiding and outfitting, do you think that you could be such an umpire?
>
> *Juror*: Yes, I do. I think I'm intelligent enough to be fair.
>
> *Defense Attorney*: And you understand the presumption of innocence, and Mr. Trangmoe sitting here [is] an innocent man, and he'll remain [so] till the conclusion of the trial?
>
> *Juror*: Uh-huh. (affirmative)
>
> *Defense Attorney*: Despite whatever kind of activity that they're doing? Despite the guiding activity, you'll still be able to judge the facts fairly?
>
> *Juror*: I don't have an issue with guiding at all.

> *Defense Attorney*: You have the issue with trophy hunting.
>
> *Juror*: Trophies, yes.
>
> *Defense Attorney*: So if you hear that someone was paying money to go trophy hunting, is it going to disrupt your train of thought?
>
> Juror: ... No, I don't think so. I think I can weigh the law and the evidence, okay?
>
> *Defense Attorney*: Okay. Thank you for your answer.

Trangmoe's attorney did not challenge this juror. Instead, he began questioning another juror as to whether he (the other juror) had opinions about guiding. At the conclusion of these questions, the defense attorney announced, "That's all I have."

A few moments later, the trial judge declared that jury selection was completed. Trangmoe's attorney did not object to the judge's announcement.

This same attorney now represents Trangmoe on appeal. In his brief to this Court, the attorney asserts (in his "Statement of Issues Presented") that "[t]he trial court erred in not granting Appellant's motion to remove a juror for cause."

The "Argument" section of Trangmoe's opening brief likewise contains a section entitled, "The Trial Court Erred In Not Granting Appellant's Motion To Remove A Juror For Cause". In this section, Trangmoe's attorney quotes a large section of his questioning of the juror, including the portion where the juror conceded that she had a "bias". Trangmoe's attorney then argues:

> When a potential juror shows a definite bias, the court should grant a [challenge] for cause. ... [This juror] stated she had a bias against trophy hunting[,] and defendant had no

> more preemptive challenges. Therefore, the Trial Court should have excused [this juror].

Although this portion of Trangmoe's brief demonstrates that his attorney reviewed the transcript with some care, Trangmoe's attorney misstates a crucial aspect of the trial court proceedings: the attorney never challenged the juror for cause. [2]

It is unclear whether Alaska law allows the issue of juror bias to be raised as a claim of plain error in cases where the complaining party failed to challenge the juror for bias in the trial court. *See Sirotiak v. H.C. Price Co.*, 758 P.2d 1271, 1275 n. 4 (Alaska 1988). But even assuming that Trangmoe is entitled to pursue this claim under the rubric of plain error, we find no error on the record before us.

As our supreme court recently explained in *Pralle v. Milwicz*, 324 P.3d 286 (Alaska 2014):

> [Alaska law] does not require that a prospective juror be free of any positive opinions about the facts and outcome of the case; instead, it directs the court to examine whether the juror is willing to set those opinions aside and act fairly. We noted in *Sirotiak v. H.C. Price Co.* that we do not require

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[2] We take this opportunity to remind all attorneys of our holding in *Tyler v. State*, 47 P.3d 1095, 1100-01 (Alaska App. 2001) — our holding that Alaska Civil Rule 11 applies to the briefs filed in the appellate courts. When an attorney places their signature on a brief, that signature "constitutes [their] certificate that the assertions of fact contained in the [brief] are well-grounded to the best of the signer's knowledge, information, and belief *formed after reasonable inquiry*". *Tyler*, 47 P.3d at 1100 (emphasis in the original).

Civil Rule 11 requires more than mere good faith. Under Civil Rule 11, "an attorney has an obligation to make objectively reasonable efforts to ascertain the facts of the case before making assertions of fact in court documents." *Tyler*, 47 P.3d at 1100. *See also* the Comment to Alaska Professional Conduct Rule 3.3: "[A lawyer's] assertion ... in an affidavit ... or in a statement in open court ... may properly be made only when the lawyer knows the assertion is true or believes it to be true *on the basis of a reasonably diligent inquiry*." *Id.*, "Representations by a Lawyer" (emphasis added).

> "unequivocal and absolute" impartiality of prospective jurors. [758 P.2d at 1277.] We observed, "[W]e doubt the truly honest juror could state unequivocally and absolutely that his or her biases will have no effect on the verdict. All that is required of a prospective juror is a good faith statement that he or she will be fair, impartial and follow instructions." [*Ibid*]

324 P.3d at 291. See also *Young v. State*, 848 P.2d 267, 270 (Alaska App. 1993), where this Court rejected the argument that Alaska law requires a trial judge to remove a prospective juror unless the record contains unequivocal assurance of the juror's impartiality.

Given Alaska law on this topic, and given the responses that this prospective juror offered during *voir dire*, the trial judge did not commit plain error by leaving the prospective juror on the panel.

The restrictions on the defense attorney's cross-examination of Nathaniel Martinez

During its case-in-chief, the State called Nathaniel Martinez, the client who hired Pete Barela to provide guiding services for the wolf hunt.

Martinez testified that he had a contract with Barela for a guided wolf hunt, and that he paid Barela $2500 for the hunt. Martinez stated that Trangmoe was present when the contract was signed, and that Trangmoe was the assistant guide on the hunt.

Martinez further testified that Trangmoe killed the wolverine, and that Trangmoe later sealed the wolverine hide.

Martinez told the jury that, prior to the hunt, Barela tried to cancel it. Martinez was upset at this suggestion because he had already paid for his transportation to Alaska, so Barela agreed to take Martinez wolf hunting in the Cantwell area (*i.e.*, in

Game Management Unit 20) rather than in the Cordova area (Management Unit 6) as originally promised.

The written hunt contract did not specify the game management unit where the wolf hunt would occur, so it did not need to be rewritten, and Martinez testified that he never canceled the hunt.

(Trangmoe's defense at trial was that the guided hunt *was* cancelled — so that when Trangmoe went into the field with Martinez and his two friends, Trangmoe was not engaged in guiding, and he was not acting as Barela's employee; he was simply one member of an unguided hunting party.)

At trial, Trangmoe's attorney wanted to show that Martinez had reasons to slant his testimony in favor of the State. The defense attorney wanted to develop this theme by pointing out that the State had paid for Martinez's expenses when the State brought Martinez to Alaska to testify.

On cross-examination, the defense attorney asked Martinez who had paid for his airline ticket to Alaska. Martinez answered that the State had paid for his ticket. The defense attorney also asked Martinez how much the ticket had cost, but the State objected that the cost of the ticket was irrelevant, and the trial judge sustained that objection.

Trangmoe's attorney then asked Martinez who was paying for his hotel room. The State again objected on relevance grounds, and the trial judge sustained that objection.

A little later during the cross-examination, Trangmoe's attorney raised this issue again. He asserted that he should be allowed to ask Martinez about "the State paying for his flight up here, and paying for his hotel and expenses," because this was relevant to Martinez's potential bias.

The prosecutor continued to maintain that the proposed questions were irrelevant. But the prosecutor also pointed out that (1) it was clear that Martinez was the State's witness, and (2) Martinez had already testified that the State had paid for his airline ticket. In other words, the prosecutor argued that the jury was already aware that the State was paying for Martinez's trip to Alaska.

Judge Lohff ruled that the defense attorney's concern — the fact that the State had paid Martinez's expenses so that he could come to Alaska to testify — had already been adequately addressed, and the judge directed the defense attorney to move on to other subjects.

On appeal, Trangmoe argues that his attorney should have been allowed to ask Martinez more questions about the State's reimbursement of Martinez's travel and lodging expenses. But the record shows that Trangmoe's point had been made: although the jurors were not apprised of the dollar amount of the reimbursement, it was clear that the State was paying a substantial portion of Martinez's expenses to attend Trangmoe's trial. Even assuming that the trial judge should have allowed a few more questions on this topic, Trangmoe has not shown that he was prejudiced by the judge's decision to limit the defense attorney's inquiry.

(Trangmoe's brief also dwells on the fact that Martinez declined to speak to the defense attorney before trial. It is unclear whether Trangmoe is asserting that the trial judge restricted his cross-examination of Martinez on this issue. But if Trangmoe is making this assertion, there is nothing in the record to support it. Trangmoe's attorney asked Martinez a series of questions about his refusal to discuss the case before trial, and there was no objection to any of the defense attorney's questions on this subject. The defense attorney asked his questions, and then he moved on.)

Trangmoe raises one more issue involving his cross-examination of Martinez.

As we explained earlier, both Barela and Martinez signed the "hunt record" — the document that must be filed with the State to report the outcome of any guided hunt. On the hunt record in this case, Barela falsely reported that the Martinez wolf hunt occurred in Game Management Unit 6, when it really occurred in Game Management Unit 20. The hunt record failed to include the fact that a wolverine was taken during the hunt, and the hunt record also falsely stated that the hunt had ended on March 26th.

During the defense attorney's cross-examination of Martinez, Martinez conceded that he had signed the hunt record, but he declared that the document was blank when Barela asked him to sign it.

Martinez acknowledged that the document contains a warning that a person who makes false statements on a hunt record can be prosecuted for the crime of unsworn falsification.[3] Trangmoe's attorney then began asking Martinez about the false statements in the hunt record. Martinez acknowledged that the hunt record's description of the hunt was false, but Martinez said that those false statements were not on the document when he signed it. Martinez testified that Pete Barela told him that he (Barela) would fill in those portions of the document later.

The defense attorney then asked Martinez directly, "Did you commit the crime of unsworn falsification when you signed [this hunt record] saying that you'd gone [hunting in] Cordova [*i.e.*, Management Unit 6] when, in fact, you had not?" At this point, the prosecutor objected.

The trial judge declared that, because Martinez's answer might potentially incriminate him, Martinez was entitled to consult an attorney before deciding whether, or how, to answer the defense attorney's question.

The judge also later pointed out that the defense attorney's question was procedurally improper for an additional reason: Under Alaska law, if it appears likely

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[3] *See* AS 11.56.210(a).

that a witness will assert their privilege against self-incrimination, an attorney is required to take reasonable steps to structure the examination of the witness so that the witness's assertion of privilege (and any litigation concerning the validity of the assertion of privilege) takes place outside the jury's presence. *See Williams v. State*, 600 P.2d 1092, 1093 (Alaska 1979); *Copeland v. State*, 70 P.3d 1118, 1125 (Alaska App. 2003).

During this colloquy, the trial judge noted that Martinez had, in essence, already denied the defense attorney's suggestion that he knowingly endorsed the false statements on the hunt record. (Martinez asserted that the relevant portions of the hunt record were blank when he signed it, and that the false statements were added to the form later by Barela.)

In response, Trangmoe's attorney correctly observed that it was up to the jury to decide whether Martinez was telling the truth when he claimed that the relevant portions of the hunt record were blank when he signed the document. The judge agreed; he told the defense attorney that he could ask Martinez one more round of questions on this point, but then the attorney should move on.

When the bench conference ended, Trangmoe's attorney asked Martinez to confirm his earlier assertion that "[he] just signed a blank form", despite the fact that "the form [contained] a warning about the crime of unsworn falsification". Martinez again stated that this is what happened. The defense attorney then asked Martinez, "Do you think that, because you're from New Mexico, ... you're not responsible for obeying Alaskan laws?" Martinez denied thinking this. The defense attorney then moved on.

(During this entire examination, despite the implications of the defense attorney's questions, Martinez never invoked his privilege against self-incrimination.)

A little later, during a break in the testimony, Trangmoe's attorney asserted that the trial judge had improperly limited the defense's cross-examination of Martinez, based on concerns about Martinez's privilege against self-incrimination. The defense

attorney argued that if Martinez was going to assert his privilege against self-incrimination, then his testimony (and all exhibits introduced through his testimony) should be struck from the record.

In response, the judge pointed out that, as yet, Martinez had not asserted any privilege, nor had the judge issued any ruling as to whether Martinez might have a valid privilege to refuse to answer the defense attorney's questions:

> *The Court*: According to the witness's testimony, ... there was [nothing] incomplete or inaccurate about [the document] at the time the witness signed it — because he said several times, in several ways, [that] he signed it when it was blank. Whether or not [this amounts] to unsworn falsification, and [whether] the implications of it may ... lead to [a] Fifth Amendment privilege on the part of Mr. Martinez [remain undecided].

The judge explained that he had limited the defense attorney's questions because of a procedural problem:

> *The Court*: [When] counsel is aware that a line of questioning is going to approach [a point where] ... a witness would want to invoke the Fifth Amendment, counsel is required ... to advise the Court ahead of time, and to take that matter up out of the presence of the jury, not during the testimony in front of a jury. And that did not occur. ...
>
> You were pursuing a line of questioning which [I] allowed to a certain extent, but you wanted to pursue it further, to the point where you were suggesting that [Martinez] himself could be prosecuted for ... unsworn falsification. At that point, or even before that point, ... it was your obligation to advise the Court ahead of time that there would be the possibility of a Fifth Amendment issue, and that

> the Court would need to take it up outside the ... presence of the jury — which we did not.

The judge then ruled that the defense attorney had already been allowed to adequately question Martinez about his potential criminal liability for signing the hunt record, and that further questioning on this point would not be permitted.

On appeal, Trangmoe contends that the trial judge "sustained the State's objection" and ordered the defense attorney to stop asking questions regarding Martinez's potential criminal liability for signing the hunt record. As we have explained, this is not a completely accurate characterization of what happened.

It is true that the State objected to the defense attorney's questions, and it is true that the trial judge ultimately told the defense attorney to stop asking *further* questions on this subject. But the trial judge's ruling was not based on the prosecutor's apparent contention that all questions on this subject were improper. Rather, the trial judge limited the defense attorney's questions for two procedural reasons and one substantive reason.

Procedurally, as the trial judge pointed out, (1) Martinez was entitled to an opportunity to consult counsel before the defense attorney continued questioning him along this line; and (2) the defense attorney had violated the rule requiring attorneys to take reasonable steps to structure their examination of witnesses so that a witness's potential assertion of privilege takes place outside the jury's presence.

Substantively, the judge concluded that there was seemingly little to be gained by further questioning on this point. The jury had heard the defense attorney confront Martinez with the possibility that he faced criminal charges for signing the hunt record, and the jury had heard Martinez repeatedly assert that the false portions of the hunt record were not yet filled in when he signed it.

When the judge announced that he did not intend to allow the defense attorney to ask further questions on this point, Trangmoe's defense attorney never suggested that he had additional important questions to ask — for example, by asserting that he had additional evidence to elicit on these subjects, or that there was some other aspect of the situation that the defense attorney had not yet touched on. Trangmoe's brief to this Court is likewise silent on these topics.

For these reasons, we conclude that the trial judge did not abuse his discretion when he precluded the defense attorney from asking Martinez further questions on this subject.

The admission of Pete Barela's out-of-court statement

As we explained earlier, both Barela and Trangmoe were charged with criminal offenses arising out of the Martinez hunt, but Barela reached a plea agreement with the State, and he testified as a State's witness at Trangmoe's trial.

During the State's case, the prosecutor sought to introduce Barela's "cooperation agreement" with the State, which was part of Barela's plea agreement. Attached to this cooperation agreement was Barela's two-page written statement detailing his knowledge of the Martinez hunt — a statement that incriminated both himself and Trangmoe.

Trangmoe objected to the admission of Barela's written statement, arguing that it was inadmissible hearsay. The trial judge overruled this objection: the judge apparently agreed that the statement was hearsay, but he ruled that it was admissible because Barela was available for cross-examination. Trangmoe now contends that the

admission of this out-of-court statement violated both the hearsay rule and his right of confrontation under the Sixth Amendment, as construed in *Crawford v. Washington*.[4]

On appeal, the State renews its argument that Barela's written description of the Martinez hunt was not hearsay because it was not offered for the truth of any matters asserted in the statement. The State contends that Barela's statement was independently relevant because it was part of Barela's plea agreement. We disagree.

The fact that Barela testified against Trangmoe after reaching a plea agreement with the State was obviously relevant, and the *fact* that Barela prepared a written statement as part of this plea agreement may conceivably have been relevant. But the State fails to show how the *contents* of Barela's written statement were relevant for any non-hearsay purpose.

We acknowledge that, depending on Barela's testimony on direct examination, and depending on how Trangmoe's attorney cross-examined Barela, *portions* of Barela's written statement might potentially have become admissible as prior inconsistent statements — but the State offered the entire written statement, and the statement was offered near the beginning of Barela's testimony.

We therefore agree with Trangmoe that the admission of Barela's written statement violated the hearsay rule. However, the admission of this written statement did not violate Trangmoe's right of confrontation — because Barela took the stand at Trangmoe's trial and was available for cross-examination. See footnote 9 of *Crawford*, 541 U.S. at 59, 124 S.Ct. at 1369: "[W]hen the declarant appears for cross-examination at trial, the Confrontation Clause places no constraints at all on the use of [the declarant's] prior testimonial statements."

Thus, the error was non-constitutional — and, accordingly, we apply the test announced in *Love v. State*, 457 P.2d 622 (Alaska 1969), to decide whether the

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[4] 541 U.S. 36, 124 S.Ct. 1354, 158 L.Ed.2d 177 (2004).

erroneous admission of the hearsay statement calls for reversal of Trangmoe's convictions.

Under *Love*, the test is whether the evidence appreciably affected the verdict. *Id.* at 634. The record of Trangmoe's trial shows that Barela personally testified to almost all of the information contained in his written statement. In addition, Martinez's testimony covered most of the salient points of Barela's written statement. Given this record, we conclude that the erroneous admission of the written statement did not appreciably affect the jury's decision.

The trial judge's instruction to the jury that the legal validity of Barela's guiding contract with Martinez was irrelevant to the jury's decision

As we noted earlier in this opinion, Trangmoe's defense at trial was that Martinez's guided wolf hunt was canceled — so that when Trangmoe went into the field with Martinez and his two friends, Trangmoe was not engaged in guiding and he was not acting as Barela's employee; he was simply one member of an unguided hunting party.

During jury deliberations, the jury sent a note to the judge asking if the guiding contract between Barela and Martinez was legally valid, given the testimony that the wolf hunt was conducted outside of the game management units where Barela was authorized to provide guiding services. Over Trangmoe's objection, the trial judge told the jurors that the validity of the contract between Barela and Martinez was not relevant to the jury's decision.

On appeal, Trangmoe asserts that the trial judge's instruction on this matter amounted to a directed verdict on Trangmoe's defense.

Trangmoe points out that the Martinez wolf hunt took place in Game Management Unit 20, an area where Barela was not authorized to offer guiding services. Trangmoe argues that if Barela and Martinez had a contract calling for a guided hunt in

Management Unit 20, then this contract was not legally valid. Trangmoe further argues that if the contract between Barela and Martinez was not valid, then the jury could not lawfully convict him of any guiding violations — because, according to Trangmoe, he could not be engaged in "guiding" unless there was a valid contract between Barela and Martinez.

Trangmoe's argument is inconsistent with the statutory definition of guiding. As defined in AS 08.54.790(9), a "guide" is someone who "accompanies or is present with [a] big game hunter in the field[,] either personally or through an assistant", and who provides "services, equipment, or facilities to [the] big game hunter in the field", if those services, equipment, or facilities are provided "[in exchange] for compensation or with the intent or with an agreement to receive compensation".

(See also AS 08.54.790(9)(A) and (B), which define "services" to include, among other things, "contracting to guide or [to] outfit big game hunts", and "stalking, pursuing, tracking, killing, or attempting to kill big game".)

Nothing in these definitions suggests that the laws regulating big-game guiding cease to apply if the guiding activities in question are performed in geographic areas of Alaska where the guide is not authorized to operate. Indeed, Trangmoe's proposed reading of the statute is fundamentally at odds with the legislature's efforts to regulate big-game guiding in this state.

We therefore conclude that the trial judge correctly instructed the jurors on this matter.

Conclusion

The judgement of the district court is AFFIRMED.