

**IN THE COURT OF APPEALS OF IOWA**

No. 8-768 / 07-1989  
Filed November 26, 2008

**STATE OF IOWA,**  
Plaintiff-Appellee,

**vs.**

**KEVIN DEAN EDWARDS,**  
Defendant-Appellant.

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Appeal from the Iowa District Court for Woodbury County, John D. Ackerman, Judge.

Kevin Edwards appeals from his convictions for two counts of forgery.

**AFFIRMED.**

Mark C. Smith, State Appellate Defender, and Dennis Hendrickson, Assistant Appellate Defender, for appellant.

Thomas J. Miller, Attorney General, Elisabeth Reynoldson, Assistant Attorney General, Patrick Jennings, County Attorney, and Drew Bockenstadt, Assistant County Attorney, for appellee.

Considered by Sackett, C.J., and Miller and Potterfield, JJ.

**POTTERFIELD, J.****I. Background Facts and Proceedings**

On April 24, 2007, Kevin Edwards attempted to purchase clothing from The Buckle using a stolen credit card. When the cashier rejected the card, Edwards proceeded to another store where he stole a different credit card from Twila Warren. He then returned to The Buckle and completed his previously failed purchase using the newly stolen card. Twila Warren did not authorize Edwards' use of her credit card. Edwards signed the credit card receipt using the name "Bobby Evers." Edwards stipulated that he intended for The Buckle to accept the credit card as payment for the merchandise, knowing that the card was stolen.

Defendant then went to Scheels All Sports where he again used Twila Warren's card to purchase merchandise. He signed the credit card authorization receipt using the name "Steve Warren." Again Edwards stipulated that he intended for Scheels to accept the credit card as payment for the merchandise, knowing that the credit card was stolen. The case was tried to the court on stipulated facts. The district court convicted Edwards of two counts of forgery in violation of Iowa Code section 715A.2(a)(3) (2007).<sup>1</sup> Edwards appeals from these convictions arguing that there was insufficient evidence to prove forgery and that credit card fraud legislation supersedes forgery in this case.

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<sup>1</sup> Edwards was also convicted of credit card fraud, in violation of Iowa Code section 715A.6, and identity theft, in violation of Iowa Code section 715A.8(2). He does not appeal from these convictions.

## **II. Standard of Review**

We review the alleged insufficiency of evidence for errors at law. Iowa R. App. P. 6.4. The district court's guilty verdict is binding unless substantial evidence does not exist in the record to support it. *State v. McFarland*, 598 N.W.2d 318, 320 (Iowa Ct. App. 1999). Substantial evidence is evidence that would convince a rational fact finder that the defendant is guilty beyond a reasonable doubt. *Id.* We review the evidence in the light most favorable to the State. *Id.*

Issues of statutory construction are reviewed for errors of law. *State v. White*, 545 N.W.2d 552, 554 (Iowa 1996).

## **III. Sufficiency of the Evidence**

In order to prove Edwards was guilty of forgery, the State was required to prove the following elements: (1) On April 24, 2007, Edwards completed, executed, or authenticated a credit card authorization receipt; (2) Without the authority of the credit card holder or person whose name Edwards signed to the receipt, Edwards made the credit card authorization receipt appear to be the act of another; and (3) Edwards specifically intended to defraud or injure the credit card holder, the merchant, or the issuer of the credit card and/or Edwards knew the act would facilitate a fraud or injury. See Iowa Code § 715A.2(1).

Edwards argues that the stipulated facts fail to prove that he had the requisite intent described in the third element. Intent may be shown by reasonable inferences drawn from the evidence. *State v. Acevedo*, 705 N.W.2d 1, 5 (Iowa 2005). "To deliberately make false statements or give false information in order to gain some advantage is to act with fraudulent intent in the

criminal context.” *Id.* The stipulated facts show that Edwards intended for both The Buckle and Scheels to accept the credit card as payment, knowing that the card was stolen. Twila Warren never gave Edwards permission to use her card or sign an authorization receipt, nor did Bobby Evers or Steve Warren give Edwards permission to sign his name on the authorization receipt. We find that the district court properly concluded from this evidence that Edwards intended that someone else, either the card holder, the store, or the issuer of the card, be responsible for paying for the merchandise he received.

#### **IV. Supersession of Forgery by Credit Card Fraud Legislation**

Iowa Code section 715A.2 states that a person is guilty of forgery if that person “makes, completes, executes, authenticates, issues, or transfers a writing” purporting to be the act of another. Iowa Code section 715A.1 defines a “writing” to include a credit card and also separately defines “credit card.” Edwards argues that credit card is separately defined because there is a difference between fraudulently using an authentic credit card and using a counterfeit credit card. Edwards contends that this statute is ambiguous and should be construed so that Iowa Code section 715A.6, regarding false use of credit cards, supersedes the general forgery provisions of Iowa Code section 715A.2 when the defendant uses a genuine credit card.

When the language of a statute is clear, we are not to look beyond its express meaning. *State v. Finders*, 743 N.W.2d 546, 548 (Iowa 2008). A statute is ambiguous if “reasonable persons could disagree as to its meaning.” *Wright v. Iowa Dep’t of Corrections*, 747 N.W.2d 213, 215 (Iowa 2008). If a statute is

ambiguous, the court may interpret the statute to determine the legislative purpose and avoid absurd results. *Finders*, 743 N.W.2d at 548.

We cannot find that Iowa Code section 715A.2 is ambiguous when read in conjunction with Iowa Code section 715A.1. Section 715A.2 clearly establishes that one element that the State must prove in order to convict an individual of forgery is that the individual executed or authenticated a writing purporting to be the act of another. Section 715A.1 specifically includes credit cards in the definition of “writing.” The clear and unambiguous language of Sections 715A.1 and 715A.2 defeats Edward’s argument that the legislature did not intend Section 715A.2 to apply to the fraudulent use of a genuine credit card. Accordingly, we find that the district court did not err in convicting Edwards of forgery.

**AFFIRMED.**