

**STATE OF MINNESOTA
IN COURT OF APPEALS
A19-1612**

State of Minnesota,
Respondent,

vs.

Steven Paul Jonsgaard,
Appellant.

**Filed August 10, 2020
Reversed
Cochran, Judge**

Winona County District Court
File No. 85-CR-18-660

Keith Ellison, Attorney General, St. Paul, Minnesota; and

Karin L. Sonneman, Winona County Attorney, Stephanie E. Nuttall, Assistant County Attorney, Winona, Minnesota (for respondent)

Cathryn Middlebrook, Chief Appellate Public Defender, Adam Lozeau, Assistant Public Defender, St. Paul, Minnesota (for appellant)

Considered and decided by Cochran, Presiding Judge; Johnson, Judge; and Frisch, Judge.

S Y L L A B U S

A forged signature on the front of a personal check, purporting to be that of the check's maker, is not a false endorsement as contemplated by Minn. Stat. § 609.631, subd. 2(2) (2016).

OPINION

COCHRAN, Judge

In this appeal from the judgment of conviction, appellant Steven Paul Jonsgaard challenges the sufficiency of the evidence supporting his conviction of check forgery—falsely endorsing a check in violation of Minn. Stat. § 609.631, subd. 2(2). Because the evidence is insufficient to prove that appellant falsely “endorsed” a check within the meaning of Minn. Stat. § 609.631, subd. 2(2), we reverse.

FACTS

Over a period of less than two weeks, a person wrote 18 checks to pay for merchandise at Midtown Foods (Midtown) from a checkbook belonging to S.H. (the account holder). The person made the checks payable to Midtown and signed the account holder’s name on the signature line on the front of the checks. When Midtown attempted to deposit the checks, the bank returned them as unpayable because the checking account had been closed. Midtown notified the police department about the person offering bad checks.

Midtown has a business practice that when it accepts a check, the cashier inserts the check into a register. The register prints information on the back, including a time-stamp showing when the check was inserted and the words “For Deposit Only.” Using the time-stamps on the returned checks, a Midtown employee located surveillance footage of most of the check transactions. The surveillance footage, which was provided to police, showed the same person writing the checks.

The account holder did not write the checks and did not give anyone permission to write the checks. Police took an image from the surveillance footage and showed it to a person who was friends with both the account holder and Jonsgaard. The mutual friend told police, and testified at trial, that the person in the image was Jonsgaard.

Videos of the check transactions were introduced at trial. Jonsgaard testified that he was not the person in the videos writing the checks, but he acknowledged that he shopped at Midtown every other day. He also testified that police had mistaken him for a person named Jeremy on multiple occasions, including during a recent traffic stop. On rebuttal, the state introduced pictures of people named Jeremy who had been mentioned in police reports involving traffic stops within the time frame that Jonsgaard referenced. The state argued that Jonsgaard did not look similar to the men in the pictures. Jonsgaard argued that he did.

The jury found Jonsgaard guilty of check forgery by falsely endorsing a check. After trial, Jonsgaard brought a motion for judgment of acquittal, arguing that there was no evidence that he “endorsed” the checks because the word “endorse” means to “write something on the back of a document” and there was no evidence that he signed the backs of the checks. In a written order denying Jonsgaard’s motion, the district court acknowledged that “[l]ong-held legal and commercial custom and practice” supported Jonsgaard’s argument that endorsing a check means signing it on the back. But, the district court ultimately concluded that the commonly understood meaning of “endorse” could include a signature anywhere on a check, and that this broad definition of “endorse” applied

to the term as used in the check-forgery statute. The district court sentenced Jonsgaard to 24 months in prison.

Jonsgaard appeals.

ISSUE

Is the evidence sufficient to prove that Jonsgaard falsely endorsed the checks at issue?

ANALYSIS

Jonsgaard challenges the sufficiency of the evidence supporting his conviction of check forgery under Minn. Stat. § 609.631, subd. 2(2). A person is guilty of check forgery if the person, with the intent to defraud, does any of the following:

(1) falsely makes or alters a check so that it purports to have been made by another or by the maker under an assumed or fictitious name, or at another time, or with different provisions, or by the authority of one who did not give authority; or

(2) falsely endorses or alters a check so that it purports to have been endorsed by another.

Minn. Stat. § 609.631, subd. 2 (2016). The state charged Jonsgaard with check forgery only under the second provision, alleging that he “falsely endorsed one or more checks so that they purported to have been endorsed by another.”¹ The word “endorse” is not defined in the statute. *See* Minn. Stat. § 609.631 (2016).

¹ The state did not charge Jonsgaard with check forgery under the first provision, Minn. Stat. § 609.631, subd. 2(1). The only other charge brought by the state against Jonsgaard was theft by check under Minn. Stat. § 609.52, subd. 2(a)(3)(i) (2016), but that charge was dismissed before trial.

“When we consider a claim of insufficient evidence, our review is limited to a painstaking analysis of the record to determine whether the evidence, when viewed in the light most favorable to the conviction, was sufficient to permit the jurors to reach the verdict which they did.” *State v. Bowen*, 921 N.W.2d 763, 765 (Minn. 2019) (quotation omitted). But “[w]hen a sufficiency-of-the-evidence claim turns on the meaning of the statute under which a defendant has been convicted, we are presented with a question of statutory interpretation that we review de novo.” *Id.* (quotation omitted). Viewing the evidence in the light most favorable to the conviction, the evidence is clearly sufficient to prove that Jonsgaard wrote the checks and signed the front of them. But Jonsgaard maintains that a false signature on the front of a check purporting to be that of the check’s maker does not constitute a false endorsement. Because Jonsgaard’s sufficiency-of-the-evidence claim turns on the meaning of the word “endorse” as used by the check-forgery statute, we review de novo the statutory interpretation question presented by this case.

The object of statutory interpretation is to ascertain and effectuate the legislature’s intent. Minn. Stat. § 645.16 (2018); *see also Bowen*, 921 N.W.2d at 765. “[W]ords and phrases are construed according to rules of grammar and according to their common and approved usage; but technical words and phrases and such others as have acquired a special meaning . . . are construed according to such special meaning or their definition[.]” Minn. Stat. § 645.08(1) (2018); *see also Cocchiarella v. Driggs*, 884 N.W.2d 621, 624 (Minn. 2016) (“In accordance with our canons of interpretation, we construe technical words and phrases according to their special meaning, and other words and phrases

according to their common and approved usage.” (quotations omitted)). A statute must be interpreted as a whole, considering surrounding sections “to avoid conflicting interpretations.” *Cocchiarella*, 884 N.W.2d at 624 (quotations omitted). And a statute must be construed in a manner that “give[s] effect to all its provisions.” Minn. Stat. § 645.16. If the language of the statute is clear, “we apply the plain language of the statute and decline to explore its spirit or purpose.” *Cocchiarella*, 884 N.W.2d at 624.

“A word has a special meaning if courts have ascribed a well-established and long-accepted meaning to it.” *Cox v. Mid-Minnesota Mut. Ins. Co.*, 909 N.W.2d 540, 543 (Minn. 2018) (quotation omitted). “In deciding whether words in a statute have a technical meaning or an ordinary meaning, we look at the context in which the phrase appears.” *Hous. & Redev. Auth. of Duluth v. Lee*, 852 N.W.2d 683, 691 (Minn. 2014). “Whether to ascribe ‘a technical or special meaning [to a word or phrase] depends in part upon the context in which the word appears.’” *Bowen*, 921 N.W.2d at 766 (quoting *State v. Rick*, 835 N.W.2d 478, 484 (Minn. 2013)).

We first consider whether the word “endorse” has a special meaning in relation to checks. Concluding that it does, we next consider whether that special meaning is applicable to the check-forgery statute. Finally, we examine whether the evidence is sufficient to prove that Jonsgaard falsely endorsed a check.

A. The word “endorse” has a well-established and long-accepted meaning with respect to checks.

It is common knowledge that the word “endorse” has a special meaning with respect to checks. Contemporary and historical dictionary definitions of the word “endorse” reflect

a technical meaning of the word as it applies to checks and other financial documents. *See, e.g., The American Heritage Dictionary of the English Language* 589 (5th ed. 2011) (defining “endorse” as “2. To write one’s signature on the back of (a check) to obtain the amount payable or to make the amount payable available to a third party or to the bearer,” among other definitions); *New Oxford American Dictionary* 573 (3d ed. 2010) (defining “endorse” as “2. Sign (a check or bill of exchange) on the back to make it payable to someone other than the stated payee or to accept responsibility for paying it”); *The American Heritage Dictionary of the English Language* 452-53 (2d ed. 1982) (defining endorse as “1. To write one’s signature on the back of (a check, for example) as evidence of the legal transfer of its ownership, esp. in return for the cash or credit indicated on its face”).

The existence of a technical definition of “endorse” is reflected in legal dictionaries as well. *Black’s Law Dictionary* defines “indorse”² as “[t]o sign (a negotiable instrument) usu[ally] on the back, either to accept responsibility for paying an obligation memorialized by the instrument or to make the instrument payable to someone other than the payee.” 925 (11th ed. 2019). *Black’s* defines “indorser” as “[s]omeone who transfers a negotiable instrument by indorsement; specif[ically], one who signs a negotiable instrument *other than as maker, drawer, or acceptor.*” *Id.* at 926. Thus, according to *Black’s Law Dictionary*, an endorser is, by definition, *someone other than the person who made the check.*

² “Indorse” is an alternative spelling of the word “endorse.” *See Black’s Law Dictionary* 925 (11th ed. 2019).

Consistent with the dictionary definitions of “endorse” and with *Black’s Law Dictionary’s* definitions of “indorse” and “indorser,” it is also well-established in Minnesota law that the word “endorse” carries a special meaning with respect to checks. Minnesota law clearly establishes that an endorsement is a specific type of signature on a check that is distinguishable from the signature of the person who made the check. This distinction between an endorsement and the signature of a maker is reflected both in Minnesota statutes and Minnesota caselaw.

The Minnesota Uniform Commercial Code—Negotiable Instruments (UCC), *see* Minn. Stat. §§ 336.3-101 to -606 (2018), provides a specific definition of the word “endorsement”:

“Endorsement” means a signature, *other than that of a signer as maker, drawer, or acceptor*, that alone or accompanied by other words is made on an instrument for the purpose of (i) negotiating the instrument, (ii) restricting payment of the instrument, or (iii) incurring endorser’s liability on the instrument, but regardless of the intent of the signer, a signature and its accompanying words is an endorsement unless the accompanying words, terms of the instrument, place of the signature, or other circumstances unambiguously indicate that the signature was made for a purpose other than endorsement.

Minn. Stat. § 336.3-204(a) (emphasis added).³ Thus, whether a signature is an endorsement depends on the purpose of the signature, and an endorsement is not a signature

³ Other Minnesota statutes reflect an understanding of the word “endorsement” that is consistent with the UCC definition. *See* Minn. Stat. §§ 47.605, subd. 2 (using the word “endorse” to refer to a payee’s signature intended to “cash, deposit, or otherwise negotiate” a check), 471.391 (suggesting that an “endorsement” is a signature by the payee on the back of a check), 520.09 (referring to endorsement as an action that a fiduciary might take, if empowered to do so, to deposit in a bank a check payable to a principle) (2018).

by the person making, drawing, or accepting the instrument. *Id.*⁴ “By definition, an indorser is any person other than the maker, drawer, or acceptor of an instrument.” 6B Part 1 David Frisch, *Lawrence’s Anderson on the Uniform Commercial Code* § 3-204:3 at 251 (3d ed. 2016).

The UCC governs negotiable instruments, including personal checks. Minn. Stat. § 336.3-102; *see also* Minn. Stat. § 336.3-104(f) (defining a check as a type of negotiable instrument).⁵ According to the UCC, a check is a “draft”—an instrument in which a drawer orders another to pay a sum of money. *See* Minn. Stat. § 336.3-104(a), (b), (e), (f) (defining “negotiable instrument,” “instrument,” “draft,” and “check”). The “drawer” is the person who “signs or is identified in a draft as a person ordering payment.”

⁴ There are several types of endorsements under the UCC. A special endorsement specifically identifies a new payee, or specifically notes that the instrument is payable to its bearer and identifies the bearer. Minn. Stat. § 336.3-205(a). A blank endorsement is an endorsement that is not a special endorsement, rendering the check payable to its bearer. *Id.* (b). “A blank [e]ndorsement is usually the signature of the [e]ndorser on the back of the instrument without other words.” Minn. Stat. § 336.3-205, Unif. Comm. Code cmt. 2. And an endorsement can be restrictive. *See* Minn. Stat. § 336.3-204(a) (providing that a signature restricting payment of the instrument is an “endorsement”). For example, endorsing a check with the words “for deposit only” requires the checks to be handled in accordance with the endorsement. *See W. Iowa Farms Co. v. First Savings Bank*, 135 F.3d 1257, 1259 (8th Cir. 1998).

⁵ A negotiable instrument is an “unconditional promise or order to pay a fixed amount of money, with or without interest or other charges described in the promise or order,” if it meets certain conditions. Minn. Stat. § 336.3-104(a). The “negotiation” of a negotiable instrument such as a check means “a transfer of possession, whether voluntary or involuntary, of an instrument by a person other than the issuer to a person who thereby becomes its holder.” Minn. Stat. § 336.3-201(a).

Minn. Stat. § 336.3-103(a)(5).⁶ Thus, under the UCC, the person who writes a personal check is the drawer, and by definition, not an endorser.

The distinction between an endorsement and a signature of a maker is reflected in caselaw that significantly predates Minnesota’s adoption of the UCC. *See, e.g., People’s Bank of Minneapolis v. Howes*, 61 N.W. 457, 457 (Minn. 1894); *see also Denn v. First State Bank of Spring Lake Park*, 316 N.W.2d 532, 534 (Minn. 1982) (noting that the Minnesota legislature adopted the UCC in 1965). In *People’s Bank of Minneapolis*, Smith owed a bank a sum of money. 61 N.W. at 457. For the purpose of securing the debt, Howes made a promissory note to the order of Smith. *Id.* Smith endorsed the back of the note, and another individual, Rockwood, signed his name under Smith’s. *Id.* Smith then delivered the note to the bank. *Id.* At issue on appeal was whether Smith and Rockwood were makers or endorsers. *Id.* at 457-58. The supreme court noted that “[i]t is well settled by the decisions of this and other courts that under such circumstances the nominal payee of the note, who signs his name on the back thereof, cannot be held as a maker, but only as

⁶ We recognize that the UCC terms governing negotiable instruments do not precisely align with the terms used in the check-forgery statute. Under the UCC, the person who makes a check is called the “drawer,” and the person who makes a “note,” another form of negotiable instrument, is called the “maker.” Minn. Stat. § 336.3-103(a)(5), (a)(7). And the definition of “check” under the check-forgery statute—meaning a “check, draft, order of withdrawal, or similar negotiable or nonnegotiable instrument”—is explicitly broader than the meaning of the word “check” under the UCC. *Compare* Minn. Stat. § 609.631, subd. 1(b) (2016) *with* Minn. Stat. § 336.3-104(b), (e), (f) (defining a check as a type of draft—a *negotiable* instrument that is an order to pay). In this decision, we do not hold that the provisions of the UCC apply to all criminal statutes involving checks or other negotiable instruments. We merely rely on the UCC as evidence of a long-held understanding of the technical meaning of the word “endorse” and the distinction between the act of making a check and the act of endorsing it.

an [e]ndorser.” *Id.* at 458. The supreme court concluded that Smith and Rockwood were both endorsers, and not makers, according to the note. *Id.*

Other supreme court opinions reflect a similar understanding of the difference between an endorsement of a check and the signature of its maker, often noting that an endorsement is a signature made by a payee or holder, not the person who originally drafted the check. *See Denn*, 316 N.W.2d at 533 (describing a payee’s signature on a check as an endorsement); *Doeren v. Krammer*, 170 N.W. 609, 610 (Minn. 1919) (observing that person endorsed checks payable to another by writing the payee’s signature on the back of the check); *State v. Bjornaas*, 92 N.W. 980, 980-82 (Minn. 1903) (observing that trial evidence showed that a person forged an endorsement where he wrote the name of a payee on the back of a check); *Burrows v. W. Union Tel. Co.*, 90 N.W. 1111, 1111-12 (Minn. 1902) (observing that a person who forged a name on the back of a check endorsed it); *Porter v. Winona & Dakota Grain Co.*, 80 N.W. 965, 966 (Minn. 1899) (observing that it was “defined and settled” that a person was an endorser when “the note was made payable to his order, and he placed his name on its back”).

Considering the dictionary definitions, Minnesota statutes, and Minnesota caselaw, we conclude that the authorities overwhelmingly support that there is a well-established and long-accepted understanding that an endorsement on a check is a signature other than that of the check’s maker. We turn next to whether this well-established and long-accepted understanding applies to the use of the word “endorse” in the check-forgery statute at issue in this appeal.

B. The special, technical meaning of “endorse” is applicable to the check-forgery statute.

Having concluded that there exists a special, technical meaning of the word “endorse” with respect to checks and other negotiable instruments, we must determine whether to ascribe that technical meaning to the check-forgery statute. Our caselaw has not previously defined “endorse” as used in the check-forgery statute. And we are unaware of any caselaw addressing whether the signature on the front of a check, purporting to be that of the maker, constitutes a false endorsement as contemplated by the check-forgery statute.⁷ Thus, our precedent is not particularly instructive on this issue, and we turn to the text of the check-forgery statute to interpret the meaning of the word “endorse.”

Because the word “endorse” is not defined in the check-forgery statute, we look to the context in which the word is used in the statute to determine whether to ascribe the special, technical meaning discussed above. *See Bowen*, 921 N.W.2d at 766. The check-forgery statute provides, in relevant part, that:

[a] person is guilty of check forgery if the person, with the intent to defraud, does any of the following:

(1) falsely makes or alters a check so that it purports to have been made by another or by the maker under an assumed

⁷ Minnesota appellate decisions that do address false endorsement have uniformly referred to a false endorsement as a false signature of a *payee* written on a check, not a false signature of a maker. *See, e.g., In re Swokowski*, 796 N.W.2d 317, 324 (Minn. 2011) (alleging that an attorney committed check forgery where the attorney received an insurance-settlement check on behalf of a client and the attorney “endorsed the check by signing [the client’s] name without the [client’s] knowledge”); *In re N.R.R.*, No. CX-95-2374, 1996 WL 393948, at *1-2 (Minn. App. July 16, 1996) (concluding that the evidence was sufficient to adjudicate a juvenile delinquent for falsely endorsing a check where the evidence showed that the victim’s wallet was stolen, the juvenile’s wallet contained a check made out to the victim, and “the check was endorsed and cashed” at a store frequented by the juvenile).

or fictitious name, or at another time, or with different provisions, or by the authority of one who did not give authority; or

(2) falsely *endorses* or alters a check so that it purports to have been *endorsed* by another.

Minn. Stat. § 609.631, subd. 2 (emphasis added). The language of the statute makes it clear that the word “endorse” is used only in relation to checks. And the term “check” is defined in the statute as “a check, draft, order of withdrawal, or similar negotiable or nonnegotiable instrument.” Minn. Stat. § 609.631, subd. 1(b). In this context, it is reasonable to conclude that the legislature intended the word “endorse” to have its special, technical meaning that relates to checks and other similar instruments.

Further, the overall structure of the statute reinforces the conclusion that the legislature intended the word “endorse” to have its special, technical meaning in relation to checks. The statute criminalizes two different types of check forgery: (1) the false making of a check and (2) the false endorsing of a check. And, as discussed above, the technical meaning of “endorse” recognizes that the act of making a check is separate from the act of endorsing a check. Moreover, Minnesota law demonstrates that the special meaning of the word “endorse” has been consistently applied in cases and statutes dealing with checks. For these reasons, the legislature’s use of the word “endorse” in the check-forgery statute strongly suggests that the legislature intended the word “endorse” to carry its special, technical meaning.

The state argues that the word “endorse” in the statute should not be given its special, technical meaning used in relation to checks. Instead, the state contends that the word should be interpreted more broadly according to its common understanding. And the

state maintains that the common understanding of the word “endorse” encompasses a signature *anywhere* on a check, for *any* purpose. In support of its position, the state asserts that “[c]ommon definitions of ‘endorse’ include ‘to sign one’s name on (a commercial document or instrument).”⁸ The state also argues that if the legislature intended the word “endorse” to be given a technical meaning, it would have defined the word in the check-forgery statute. We are not persuaded.

As discussed above, Minnesota law specifies that “words and phrases are construed according to . . . their common and approved usage; but technical words and phrases and such others as have acquired a special meaning . . . are construed according to such special meaning.” Minn. Stat. § 645.08(1). Because the word “endorse” has a special meaning in relation to checks, section 645.08(1) instructs that “endorse” is to be construed consistent with its special meaning, not the “common and approved usage” advanced by the state. If the legislature had intended section 609.631, subdivision 2(2) to cover any signature, as argued by the state, it would not have used the technical term “endorse.” Instead, the legislature would have used a more general word like “sign,” which does not carry a special meaning in relation to checks. Nor does caselaw support the state’s contention that the word “endorse” must be defined for its special, technical meaning to apply. A word can have a special meaning even if it is not defined by statute. *See, e.g., County of Dakota v. Cameron*, 839 N.W.2d 700, 708 (Minn. 2013) (determining that the phrase “comparable property” has a technical meaning absent a statutory definition of the phrase);

⁸ The state cites only one dictionary definition in support of its assertion.

State v. Taylor, 594 N.W.2d 533, 535-36 (Minn. App. 1999) (construing the word “case” in a statute relating to firearms to carry a technical meaning despite the word not being defined in the statute).

Moreover, if “endorse” carried the purported common usage put forth by the state, the other method of check forgery set forth in subdivision (2)(1) of the statute—the false making of a check—would be rendered superfluous. According to *Black’s Law Dictionary* 1144 (11th ed. 2019), the meaning of “make” includes “executing, signing, or delivering” a document. A check is signed when it is made. And if the state’s broad interpretation of “endorse” were to apply, then subdivision 2(2) (prohibiting the false endorsing of a check) would effectively encompass all conduct covered under subdivision 2(1) (prohibiting the false making of a check). But, when the statute is interpreted using the technical definition of the word “endorse,” the two subdivisions are harmonized. A common method of falsely making a check is filling in the blanks of another person’s check and forging that person’s name on the signature line on the front of the check. *See, e.g., State v. Flash*, No. A19-1012, 2020 WL 1488340, at *1 (Minn. App. Mar. 23, 2020); *State v. Rogers*, No. A17-1373, 2018 WL 3716086, at *1 (Minn. App. Aug. 6, 2018); *State v. Tykwinski*, Nos. A06-262, A06-451, 2007 WL 656430, at *1 (Minn. App. Mar. 6, 2007).⁹ And a person is guilty of falsely endorsing a check if the person forges the name of the payee on a check already made out to the payee. *See, e.g., In re*

⁹ These unpublished opinions are non-precedential and cited for their persuasive value only. *See* Minn. Stat. § 480A.08, subd. 3(c) (2018); *see also State v. Zais*, 790 N.W.2d 853, 861 (Minn. App. 2010) (stating that although unpublished opinions are not precedential, they may have persuasive value), *aff’d*, 805 N.W.2d 32 (Minn. 2011).

Swokowski, 796 N.W.2d at 324. When the technical definition applies, both subdivisions describe distinct conduct.

Consequently, in light of the well-established, long-held understanding of the meaning of the word “endorse” as used in relation to checks, and considering the context under which the word “endorse” is used in Minn. Stat. § 609.631, subd. 2(2), we conclude that the special, technical meaning applies. An endorsement, as contemplated by Minn. Stat. § 609.631, subd. 2(2), is a signature other than a signature purporting to be that of a maker.¹⁰

C. The evidence is insufficient to prove that Jonsgaard falsely endorsed a check.

Having determined that the technical meaning of the word “endorse” applies to the check-forgery statute, we turn to whether the evidence in this case is sufficient to support Jonsgaard’s conviction for check forgery by falsely endorsing a check in violation of Minn. Stat. § 609.631, subd. 2(2). To support a conviction under Minn. Stat. § 609.631, subd. 2(2), the evidence must establish that Jonsgaard “falsely endorse[d] or alter[ed] a check so that it purports to have been endorsed by another.” We conclude that the evidence is not sufficient because there is no evidence that Jonsgaard falsely endorsed or altered a check. The evidence establishes only that Jonsgaard falsely *made* checks by forging the account holder’s name on the signature line on the front of 18 checks made out to Midtown. This conduct falls under Minn. Stat. § 609.631, subd. 2(1), which precludes falsely making

¹⁰ We do not expressly define the words “endorse” or “endorsement” with respect to the check-forgery statute because it is sufficient, in this case, to conclude that the signature of a maker is not an endorsement.

a check. But the state did not charge Jonsgaard with falsely making a check. Instead, the state charged Jonsgaard with falsely endorsing a check under Minn. Stat. § 609.631, subd. 2(2). The forged signature on the front of the checks, purporting to be that of the maker, does not constitute a false endorsement. The only endorsement of Jonsgaard’s false checks was made by Midtown when its cash registers printed “For Deposit Only” on the back of the checks. Because there is no evidence that Jonsgaard falsely endorsed or altered a check so that it purported to be endorsed by another as required by Minn. Stat. § 609.631, subd. 2(2), Jonsgaard cannot be guilty of the offense for which he was convicted.¹¹

D E C I S I O N

Because the forged signatures on the checks at issue—made on the signature line on the front of the checks—are not endorsements, the evidence is not sufficient to support Jonsgaard’s conviction for check forgery by falsely endorsing a check under Minn. Stat. § 609.631, subd. 2(2). Accordingly, we reverse Jonsgaard’s conviction.

Reversed.

¹¹ In his brief, Jonsgaard also argues that he is entitled to a new trial because the district court erred by allowing the state to impeach him with several prior convictions. Because our disposition of the sufficiency-of-the-evidence issue requires us to reverse Jonsgaard’s conviction, we do not reach the impeachment issue.