This opinion is nonprecedential except as provided by Minn. R. Civ. App. P. 136.01, subd. 1(c).

STATE OF MINNESOTA
IN COURT OF APPEALS
A24-1406

State of Minnesota,
Respondent,

vs.

Tricia Marie Myers,
Appellant.

Filed August 4, 2025
Affirmed
Ross, Judge

Itasca County District Court
File No. 31-CR-23-1122

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

Jacob P. Fauchald, Itasca County Attorney, Cassidy L. Villeneuve, Assistant County Attorney, Grand Rapids, Minnesota (for respondent)

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

Considered and decided by Connolly, Presiding Judge; Ross, Judge; and Wheelock, Judge.

NONPRECEDENTIAL OPINION

ROSS, Judge

A jury found Tricia Myers guilty of failing during a traffic stop to provide proof of vehicle insurance. She now asks for a new trial, arguing that the district court's unobjected-to jury instructions were plainly erroneous because they did not expressly say that she could have provided proof electronically and could have provided proof after the traffic stop. Because we conclude that the jury instructions were not erroneous, we affirm.

FACTS

A Grand Rapids police officer on patrol in May 2023 saw Tricia Myers, who from previous encounters he suspected lacked a driver's license, operating a car. The officer initiated a traffic stop, conversed with Myers about her license and insurance status, and arrested her. The state charged her with driving with no proof of insurance (a misdemeanor), driving after revocation, and drug possession. The state later dismissed the driving-after-revocation and drug charges, leaving Myers to stand trial on the lack-of-insurance charge.

Only the officer and Myers, representing herself, testified at trial. The officer testified that he asked Myers for proof of insurance during the stop, that she told him she did not have insurance, and that she never provided proof of insurance. Myers testified that she had insurance at the time of the stop and that she never told him she didn't have insurance. She said that she had told the officer that she didn't have a paper copy of the insurance and began looking for a copy on her phone. She testified that, after she unsuccessfully searched for proof of insurance on her phone, the officer arrested her, took her phone, and never again asked her about insurance. She also said that she "turn[ed] in an insurance card to the Court Administration after this incident, but [she didn't] know that it was in within the time -- ten days, because [she] didn't know it had to be." Myers admitted on cross-examination that she had not presented the officer proof of insurance.

The district court reviewed the potential jury instructions with Myers and the state. Neither party objected to the proposed instructions detailing the elements of the offense. The district court instructed the jury, the jury found Myers guilty, and the district court imposed a stayed sentence of 90 days in jail.

Myers appeals.

DECISION

Myers argues that the district court improperly instructed the jury on the charged offense. We will consider reversing a conviction based on assertions of unobjected-to jury instructions only if we conclude that the instructions were erroneous, the error was plain, and the error affected the appellant's substantial rights. *State v. Crowsbreast*, 629 N.W.2d 433, 437 (Minn. 2001). Material misstatements of law in jury instructions constitute an error. *State v. Kuhnau*, 622 N.W.2d 552, 556 (Minn. 2001). We see no error here.

We are not persuaded by Myers's contention that the jury instructions erroneously failed to inform the jury that providing proof of insurance electronically satisfies her duty to furnish proof of insurance. It is true that presenting electronic proof of insurance in force at the time of an officer's demand could have been sufficient. *See* Minn. Stat. § 169.791, subds. 1(d), (g), 2(a)–(c) (2022). But jury instructions need not contain "detailed definitions of the elements to the crime . . . if the instructions do not mislead the jury or allow it to speculate over the meaning of the elements." *Peterson v. State*, 282 N.W.2d 878, 881 (Minn. 1979) (concluding that the district court's failure to define "great bodily harm" in the jury instructions for a criminal-sexual-conduct charge was not erroneous). The district court's instruction here adequately explained the contested elements of the no-proof-of-insurance crime:

> [U]pon the demand of a peace officer, the Defendant failed to produce proof of insurance in force at the time of the demand covering the vehicle being operated by the Defendant. Proof of insurance means an insurance identification card, written statement, or insurance policy.

This instruction tracked the corresponding statute, which states that "[e]very driver shall have in possession at all times when operating a vehicle and shall produce on demand of a peace officer proof of insurance in force at the time of the demand covering the vehicle being operated." Minn. Stat. § 169.791, subd. 2(a). And the instruction's definition of "proof of insurance" was consistent with the statutory definition, which provides that the term "means an insurance identification card, written statement, or insurance policy." *Id.*, subd. 1(g). The district court's instructions accurately and clearly stated the law.

That the district court did not expressly instruct the jury that Myers could provide proof electronically does not make the instruction erroneous. The instructions nowhere stated or implied that Myers had to provide a physical copy of her insurance card to satisfy the statute. The instructions simply and accurately included Myers's duty to produce an "insurance identification card, written statement, or insurance policy." Omitting a reference to electronic proof was not error here.

For similar reasons, we are also not persuaded by Myers's contention that the district court erred by not instructing the jury that providing proof of insurance at some point after the traffic stop also would have satisfied her duty to furnish proof of insurance. It is true that a defendant can avoid conviction if, by the time of or at her first court appearance, she provides proof she had insurance at the time the officer demanded it. *See* Minn. Stat. § 169.791, subd. 2a (2022). But again, the instruction given accurately stated the law by informing the jury that the state had to prove that Myers "failed to produce proof of insurance in force at the time of the demand," echoing section 169.791, subdivision 2(a), which requires a driver to "produce on demand of a peace officer proof of insurance in force at the time of the demand." That the instruction omitted referring to Myers's opportunity to avoid criminal liability by later producing proof of insurance does not constitute a misstatement of the law.

Myers augments her argument by asserting that one of our decisions, *State v. Gosewisch*, teaches that a driver who fails to provide proof of insurance can avoid conviction by later purchasing insurance. 921 N.W.2d 796, 801 (Minn. App. 2018), *rev. denied* (Minn. Mar. 19, 2019). Myers misreads *Gosewisch*. The *Gosewisch* court opined only that Minnesota Statutes section 169.791, subdivision 2a (2016), is unusual in the criminal code because it allows a person to avoid conviction by later producing "timely" proof of insurance. *Id. Gosewisch* does not help Myers's argument. The district court's jury instructions were not erroneous.

Affirmed.