

**STATE OF MINNESOTA
IN COURT OF APPEALS
A21-1710**

James Zika,
Appellant,

vs.

Elder Care of Minnesota, Inc., et al.,
Defendants,

Naree Weaver,
Respondent.

**Filed August 22, 2022
Affirmed
Smith, Tracy M., Judge**

Crow Wing County District Court
File No. 18-CV-19-240

Suzanne M. Scheller, Scheller Legal Solutions LLC, Champlin, Minnesota; and

Kennel L. LaBore, Guardian Legal Services LLC, Edina, Minnesota (for appellant)

John E. Valen, Valen Law Office, Walker, Minnesota (for respondent)

Jennifer E. Olson, Schwebel, Goetz & Sieben, P.A., Minneapolis, Minnesota; and

Patrick Stoneking, Jeff Anderson & Associates P.A., St. Paul, Minnesota (for amicus curiae
Minnesota Association for Justice)

Considered and decided by Larkin, Presiding Judge; Connolly, Judge; and Smith,
Tracy M., Judge.

SYLLABUS

Under the plain language of Minn. Stat. § 524.5-313(c)(2) (2020), a private guardian is immune from liability for damages for negligently performing the guardian’s duty to provide for the care, comfort, and maintenance needs of the person subject to guardianship.

OPINION

SMITH, TRACY M., Judge

Appellant James Zika is the next of kin and personal representative of the estate of his sister, the late Jean Krause. After Jean’s¹ death, Zika brought this action against respondent Naree Weaver, who was Jean’s private guardian, claiming that Weaver negligently performed her duties as Jean’s guardian and seeking general damages. After a bench trial, the district court dismissed the negligence claims against Weaver, concluding that, under Minn. Stat. § 524.5-313(c)(2)—a provision of Minnesota’s guardianship act, Minn. Stat. §§ 524.5-101 to .5-502 (2020)—Weaver is immune from liability for Zika’s claims. In a prior ruling on a motion for partial summary judgment, the district court also determined that Minn. Stat. § 573.02, subd. 2 (2020)—a statute permitting only special damages for injuries unrelated to a decedent’s death—barred an award of general damages, rejecting Zika’s argument that the statute is unconstitutional as applied.

Zika challenges the district court’s decision that Weaver is immune from liability under section 524.5-313(c)(2), arguing that the provision precludes liability only for a guardian’s failure to apply for government benefits or services on behalf of the person

¹ To avoid confusion, we use first names when referring to Jean Krause and her son, Robert Krause.

subject to guardianship. Zika also challenges the district court’s decision regarding the limitation on damages on behalf of a decedent, arguing that section 573.02 as applied to the class of elderly and disabled persons violates the Minnesota Constitution.

We hold that that plain language of section 524.5-313(c)(2) grants a guardian immunity from liability for negligence in the performance of the guardian’s duty to provide for the care, comfort, and maintenance needs of the person subject to guardianship. We further hold that the district court did not err when it applied that immunity to the negligence claims against Weaver. Because the negligence claims are barred by immunity, we need not reach the second issue on appeal—whether the limitation of damages under section 573.02, subdivision 2, is unconstitutional as applied. We affirm.

FACTS

Jean was a 77-year-old retired nurse. Later in her life, she suffered from advanced Alzheimer’s disease. Jean became a resident at Heritage House of Pequot Lakes on December 28, 2012, after her son, Robert Krause, who had previously been living with and caring for Jean, was injured and could no longer care for her. Weaver, a long-time friend and neighbor of Jean, was appointed as Jean’s emergency guardian and conservator on December 13, 2012; Robert agreed with this temporary appointment, but he wanted to be informed about his mother’s care.

On March 4, 2013, Weaver was appointed as Jean’s guardian and conservator. According to the March 4 order, Weaver, as guardian, had the power and duty to “[e]xercise all of the rights and powers on behalf of [Jean] under M.S. § 524.5-313

subd. (c) paragraphs 1, 2, 3, 4, 5, 6 and 7 . . . and to exercise all other powers, duties and responsibilities conferred on the Guardian under applicable law.”

Throughout Jean’s residency at Heritage House, Zika and Robert had a difficult time obtaining Jean’s health information from both Weaver and Heritage House. In October 2013, Jane Brink of the Office of Ombudsman for Long-Term Care in the Minnesota Board on Aging became involved in Jean’s case; Brink remained involved until Jean’s death. Brink helped Robert and Zika negotiate an agreement with Heritage House to provide information about Jean’s health directly to Robert or Zika. Robert received information from Heritage House until 2016, after which the staff no longer kept Robert or Zika informed of Jean’s condition.

In 2015, Zika and Robert petitioned to have Weaver removed as guardian and conservator. The court appointed Zika as conservator but continued the appointment of Weaver as Jean’s guardian. The court also ordered Zika to release \$6,000 of Jean’s funds to Robert for the purchase of a vehicle. After Robert purchased a vehicle, he was able to visit Jean about every other day. In 2016, he moved to Pequot Lakes and visited Jean almost every day.

On May 8, 2016, Jean was sexually assaulted in her room by an employee of Heritage House. After another staff member came into the room and apparently interrupted the assault, Jean was immediately taken to the hospital, where a sexual assault was confirmed. The perpetrator was later convicted of the crime. The day after the assault, Jean was released from the hospital and returned to Heritage House. She lived there for another four months, until she died on September 18, 2016, of causes unrelated to the assault.

Jean's guardian, Weaver, was immediately informed of the sexual assault when it happened, but Weaver did not inform Jean's family members. Brink also did not inform Zika or Robert about the sexual assault because she assumed that someone else would tell them. Jean's family members did not learn of the assault until July 2017, ten months after Jean's death and 14 months after the assault, when the Crow Wing County Attorney's Office informed Robert of the sexual assault.

In the four months between the assault and her death, Jean never received services for trauma related to the sexual assault. Weaver never sought trauma treatment for Jean. Robert believed the sexual assault coincided with his mother's decline in health. He stated that, had he known of the assault, he would have removed Jean from Heritage House, sought trauma treatment for her, and petitioned for removal of Weaver as guardian.

In January 2019, Zika brought a negligence claim against Weaver, alleging that Weaver breached her duties as Jean's guardian by (1) not monitoring her care after she was sexually assaulted; (2) failing to provide care, comfort, and rehabilitation care and services to Jean after the sexual assault; (3) failing to inform Zika and Robert of the sexual assault; and (4) withholding Jean's health information from Robert and Zika.²

Zika moved for partial summary judgment, asking the district court to determine that general damages were available for his claims, arguing that Minn. Stat. § 573.02, subd. 2—which allows for a personal-injury action on behalf of a decedent whose death

² Zika also sued Elder Care of Minnesota, Inc., Minnesota Heritage House, Inc., and Heritage House of Pequot Lakes, as well as James Birchem, the administrator of Heritage House. The claims involving those defendants settled, and this appeal involves only the claims against Weaver.

was unrelated to the injury but limits damages to special damages—is unconstitutional as applied. The district court denied that motion. After a bench trial in July 2021, the district court dismissed the negligence claims against Weaver.

Zika appeals.

ISSUES

Is Weaver immune from liability for negligence in the performance of her duties as Jean’s guardian under Minn. Stat. § 524.5-313(c)(2)?³

ANALYSIS

Whether Weaver has immunity from the negligence claims against her depends on the interpretation of a provision of a section of Minnesota’s guardianship act. We review the interpretation of a statute de novo. *See Cocchiarella v. Driggs*, 884 N.W.2d 621, 624 (Minn. 2016); *In re Guardianship of Tschumy*, 853 N.W.2d 728, 742 (Minn. 2014) (applying de novo review in a guardianship context).

The purpose of statutory interpretation is “to ascertain and effectuate the intention of the legislature.” Minn. Stat. § 645.16 (2020). When the meaning of the statute is unambiguous, the plain language of the statute controls. *State v. Pakhnyuk*, 926 N.W.2d 914, 920 (Minn. 2019). To determine the meaning of a statute, we construe words

³ Zika does not claim any special damages; he claims only general damages. Under section 573.02, subdivision 2, general damages are unavailable for personal-injury claims brought on behalf of decedents when the decedent’s cause of death was unrelated to the injury. Zika challenges that statute as unconstitutional as applied to the class of elderly persons with disabilities receiving healthcare services as residents of long-term care facilities. Because we conclude that, under section 524.5-313(c)(2), Weaver may not be held liable for Zika’s negligence claims against her, we need not address Zika’s challenge to the constitutionality of the limitation on damages in section 573.02, subdivision 2.

according to rules of grammar and to their common and ordinary meaning. *Id.* We do not examine the disputed statutory language in isolation but rather read and interpret the provisions of the statute as a whole. *Id.* If the plain language of the statute is subject to more than one reasonable interpretation, then the statute is ambiguous. *Id.* In that case, we may use the canons of construction to resolve ambiguity. *Id.* For example, we may consider the legislative history of the statute. Minn. Stat. § 645.16.

A. The Plain Language of Section 524.5-313(c)(2)

The statutory language in dispute here is found in section 524.5-313(c). That section states, in relevant part:

The duties and powers of a guardian or those which the court may grant to a guardian include, but are not limited to:

....

(2) the duty to provide for the care, comfort, and maintenance needs of the person subject to guardianship, including food, clothing, shelter, health care, social and recreational requirements, and, whenever appropriate, training, education, and habilitation or rehabilitation. The guardian has no duty to pay for these requirements out of personal funds. Whenever possible and appropriate, the guardian should meet these requirements through governmental benefits or services to which the person subject to guardianship is entitled, rather than from the estate of the person subject to guardianship. *Failure to satisfy the needs and requirements of this clause shall be grounds for removal of a private guardian, but the guardian shall have no personal or monetary liability[.]*

(Emphasis added.)

The district court concluded, and Weaver argues on appeal, that all of Zika's negligence claims against Weaver in her capacity as guardian are barred by the plain

language of the last sentence of this clause. Weaver argues that the phrase “needs and requirements of this clause” covers all the duties listed in the clause. Zika, on the other hand, contends that the last sentence precludes liability only for the guardian’s failure to apply for government benefits for the care of the person subject to guardianship.

We begin with the language of section 524.5-313(c)(2). The final sentence of that provision states, “Failure to satisfy the needs and requirements of this clause shall be grounds for removal of a private guardian, but the guardian shall have no personal or monetary liability.” The word “but” is used to indicate a contrast or an exception. *See American Heritage Dictionary* 253 (5th ed. 2018) (defining “but” as, among other things, “[o]n the contrary,” “[c]ontrary to expectation,” or “except that”). Thus, the two clauses in the sentence relate to and contrast with each other. With that understanding, the sentence logically means that, although failure to satisfy the needs and requirements of the clause shall be grounds for removal, that failure is not grounds for personal or monetary liability.

The question then becomes what “[f]ailure to satisfy the needs and requirements of this clause” means. Zika argues that the sentence prevents liability only for the guardian’s failure to obtain government benefits. But the sentence refers to the “[f]ailure to satisfy the needs and requirements of this clause.” And the terms “needs” and “requirements” are used throughout the clause and before any reference to the guardian’s obligation to seek available governmental benefits. The clause begins with “the duty to provide for the care, comfort, and maintenance *needs* of the person subject to guardianship, including food, clothing, shelter, health care, social and recreational *requirements*.” Minn. Stat. § 524.5-313(c)(2) (emphasis added). The clause continues that a guardian has no duty to “pay for

these requirements” out of personal funds. *Id.* (emphasis added). Instead, the clause states, the guardian “should meet *these requirements* through governmental benefits or services to which the person subject to guardianship is entitled.” *Id.* (emphasis added). The final sentence then provides that a guardian shall have no liability for failure to satisfy the “needs and requirements of this clause.” *Id.* It is plain that the final sentence is referring to the needs and requirements identified throughout the entire text of section 524.5-313(c)(2), not just to the guardian’s obligation to secure available government benefits.⁴

Zika argues, though, that broad immunity under section 524.5-313(c)(2) is not logical when read within the context of the larger guardianship statute. Specifically, Zika points to section 524.5-315, which is titled “Rights and Immunities of Guardian; Limitations” and reads:

A guardian is not liable to a third person for acts of the person subject to guardianship solely by reason of the relationship. A guardian who exercises reasonable care in choosing a third person providing medical or other care, treatment, or service for the person subject to guardianship is not liable for injury to the person subject to guardianship resulting from the wrongful conduct of the third person.

Minn. Stat. § 524.5-315(b). Zika asserts that, if the legislature had intended to provide immunity for the guardian’s own negligent acts, it would have included that immunity in this provision.

⁴At oral argument to this court, Zika argued that “this clause” unambiguously refers to only the second-to-last sentence of section 524.5-313(c)(2), which discusses government benefits. But a clause is not a sentence. Black’s Law Dictionary defines a clause as “[a] distinct section or provision of a legal document or instrument.” *Black’s Law Dictionary* 315 (11th ed. 2019). In section 524.4-313(c)(2), “this clause” unambiguously refers to the entire provision (c)(2).

But the legislature unambiguously included immunity from liability for the specific duties listed under section 524.5-313(c)(2). And that immunity, when read and interpreted within the statute as a whole, still plainly exempts a guardian from “personal or monetary liability” for the failure to fulfill those specific duties—namely, “to provide for the care, comfort, and maintenance needs of the person subject to guardianship.” Minn. Stat. § 524.5-313(c)(2). Section 524.5-315 does not state that the immunities listed there are a guardian’s only immunities; section 524.5-315 provides additional, specific immunities for guardians. These immunities are independent of the immunity granted to guardians in section 524.5-313(c)(2).⁵

Zika further argues that, because this court has not interpreted the conservatorship statute—which contains the same language regarding liability as the guardianship statute—as granting blanket immunity to conservators, we should not interpret the guardianship statute as granting immunity to guardians. *See* Minn. Stat. § 524.5-417(c)(1) (2020) (“Failure to satisfy the needs and requirements of this section shall be grounds for removal, but the conservator shall have no personal or monetary liability.”). Zika cites to *In re Conservatorship of Moore*, 409 N.W.2d 14 (Minn. App. 1987), to support this proposition. But in *Moore*, after we determined that a conservator improperly used the conservatees’ funds, we ordered the removal of the conservator, the forfeiture of his bond, and attorney

⁵ We note that Minn. Stat. § 524.5-112(a) (2020) provides that termination of a guardian or conservator “does not affect the liability of either for previous acts.” This provision also does not contradict section 524.5-313(c)(2). The immunity granted to guardians in section 524.5-313(c)(2) is not immunity for every possible act by a guardian; just for acts under the duties listed in that clause.

fees; liability was not at issue. 409 N.W.2d at 17. Thus, *Moore* does not support Zika's contention that the conservatorship statute has been interpreted to not grant conservators similar immunity as is at issue here.

In sum, we conclude that, under the plain language of Minn. Stat. § 524.5-313(c)(2), read within the context of the statute as a whole, a private guardian is immune from liability for negligence in the performance of a guardian's duty "to provide for the care, comfort, and maintenance needs of the person subject to guardianship."⁶

B. The Legislative History of Section 524.5-313(c)(2)

Zika argues that section 524.5-313(c)(2) is ambiguous as to the scope of immunity granted to the guardian and we thus must look to the legislative history, which, according to Zika, is "instructive and clear." Because we conclude that the statute is unambiguous, we need not consult the legislative history. But, even if we determined that the statute were ambiguous, we would not be persuaded that the legislative history supports Zika's interpretation.

⁶ Zika also argues that our reading of the immunity provision of section 524.5-313(c)(2) would be absurd and that it runs afoul of the purpose of the guardianship statutes—to protect the person subject to guardianship. But the language of the statute is clear. And, because it is clear, we will not speculate about or evaluate the policy reasons that the legislature may have considered when determining the scope of this immunity provision. *See* Minn. Stat. § 645.16 ("When the words of a law in their application to an existing situation are clear and free from all ambiguity, the letter of the law shall not be disregarded under the pretext of pursuing the spirit."); *Leifur v. Leifur*, 820 N.W.2d 40, 43 (Minn. App. 2012) (noting a party's "meritorious policy arguments" supporting his proposed reading of a statute, but rejecting that proposed reading of the statute because "this court may not disregard unambiguous statutory language").

Zika’s argument relies on amendments made to the guardianship statute in 1981 and 2003.⁷ In 1981, the legislature made amendments to the guardianship statute, including the addition of the sentence that is at issue in this case. *See* 1981 Minn. Laws ch. 313, § 9, at 1455 (“Failure to satisfy the needs and requirements of this clause shall be grounds for removal, but the guardian or conservator shall have no personal or monetary liability.”). The 1981 amendments began as a senate bill, S.F. 574, 1981 Reg. Sess., and a house bill, H.F. 626, 1981 Reg. Sess. S.F. 574 originally included the sentence at issue at the end of the entire subdivision regarding the duties and powers of the guardian or conservator of the person, in a separate paragraph that followed the entire list of duties and powers. S.F. 574, 1981 Reg. Sess., § 9, subd. 3(7). In other words, the immunity provision applied not just to the clause regarding the duty to provide for the care, comfort, and maintenance needs of the person subject to guardianship but more broadly to all the duties listed in other clauses in the subdivision. A March 26, 1981 subcommittee report on S.F. 574 by the law-revision subcommittee of the senate judiciary committee recommended moving that sentence to its current place in the statute. S. 72-SCS0574A-1, Reg. Sess., at 3-4 (Minn. Mar. 26, 1981). The original placement of the immunity provision at the end of all of the clauses listing a guardian’s duties and its movement to the end of one clause listing the duties to provide for the care, comfort, and maintenance needs of the person subject to guardianship does

⁷ In the modern statute, a “guardian” is the equivalent of a “guardian or conservator of the person.” A “conservator” is the equivalent of a “guardian or conservator of the estate.” These changes were made in 2003. *Compare* Minn. Stat. § 524.5-313 (2004), *and* Minn. Stat. § 524.5-417 (2004), *with* Minn. Stat. § 525.56 (2002). If not specified, when we use “guardian” in this opinion, we mean a guardian or conservator of the person. When we use “conservator,” we mean a guardian or conservator of the estate.

not suggest a legislative intent to limit a guardian's immunity to only the failure to apply for government benefits, which is discussed in just a single sentence within that clause.

To support his argument, Zika points to a summary of the 1981 proposed amendments to the guardianship statute from the Legal Services Advocacy Project, an advocacy group, that is attached to the March 26, 1981 senate subcommittee report. This summary states that the section of the bill covering the duties and powers of the guardian or conservator of the person “[c]larifies that failure to obtain governmental benefits to which the ward or conservatee is entitled whenever possible and appropriate is grounds for removal but does not subject the conservator or guardian to personal or monetary liability.” S. 72-SCS0574A-1, Reg. Sess., Legal Services Advocacy Project Summary of Proposed Amendments, at 3 (Minn. Mar. 26, 1981). But this is just a summary of the proposed amendment, not the actual language of the statute. Further, while it identifies one specific type of immunity, it does not rule out broader immunity. If the legislature had wanted to provide immunity for guardians solely for their failure to obtain government benefits, it could have said so; it did not.

Additionally, a house-research-department report on the house bill, H.F. 626, summarized the relevant bill section as “to provide that failure to satisfy duties by guardian of the person is grounds for removal, but not grounds for personal or monetary liability.” Minn. H.R. Rsch. Dep’t, Bill Summary of H.F. 626 and S.F. 574, at 2 (Minn. Apr. 16, 1981). Another house-research-department report summarized the relevant section of the bill as: “A guardian/conservator who does not fulfill requirements of this section can be removed but has no other personal or financial liability.” Minn. H.R. Rsch. Dep’t, Bill

Summary of H.F. 626, at 2 (Minn. Apr. 14, 1981). That bill section included all the duties and powers of a guardian. Neither of these reports suggests that the immunity in the clause at issue does not apply to all the duties listed in the clause.

Zika next relies on revisions made to the guardianship statute in 2003.⁸ *See generally* 2003 Minn. Laws ch. 12, art. 1. These revisions adopted much of the Uniform Guardianship and Protection Proceedings Act (1997) (UGPPA). *Id.* Specifically, Zika directs us to the addition of Minn. Stat. § 524.5-315, which immunizes a guardian from liability to third persons who are injured by the person subject to guardianship as well as from liability to the person subject to guardianship for harm by third persons reasonably selected to provide care to the person. 2003 Minn. Laws ch. 12, art. 1, § 38, at 140. As discussed above, the immunities covered in section 524.5-315 do not contradict the immunity found in section 524.5-313(c)(2). Further, the legislature did *not* adopt the section of the UGPPA related to duties of a guardian, instead retaining the pre-2003 language in section 524.5-313. *Compare* 2003 Minn. Laws ch. 12, art. 1, § 37, at 138, *with* Minn. Stat. § 525.56, subd. 3 (2002). If the legislature had wanted to limit immunity to the immunities in section 524.5-315, it could have done so.

Ultimately, we are not persuaded that, even if the statute were ambiguous, the legislative history supports Zika's narrow interpretation of section 524.5-313(c)(2).

⁸ The 2003 revisions also changed the numbering of the statute. *See generally* 2003 Minn. Laws ch. 12, art. 1.

C. Weaver's Liability

Having concluded that section 524.5-313(c)(2) provides immunity to a guardian for liability for negligence related to performance of the guardian's duty to provide for the care, comfort, and maintenance needs of the person subject to guardianship, we turn to whether the district court erred by determining that that immunity applies to Zika's claims against Weaver.

Zika argues that, even if Minn. Stat. § 524.5-313(c)(2) grants broad immunity for a guardian's negligence in performing their statutory duties, that immunity does not apply to Zika's claims because those claims are also based on the common law. He asserts that a guardian's duties may be found in either statute or common law and that, while a statute may establish the standard by which a common-law negligence claim is measured, the claim remains a common-law claim. He contends that his claims here include common-law claims that are unaffected by the immunity granted by section 524.313(c)(2).

Weaver, on the other hand, argues that Zika has stated no viable claims against her because all of the negligence claims are founded on Weaver's statutory duties and the statute does not expressly or impliedly create a civil cause of action. Weaver asserts that, though the district court did not address this argument in its ruling, we should conclude that Zika has failed to state a claim against her.

Because the district court ruled on the basis of immunity, we begin with that issue. In the immunity context, we review the district court's application of the law de novo. *See Rehn v. Fischley*, 557 N.W.2d 328, 333 (Minn. 1997). We assume for purposes of argument that a cause of action exists at common law for negligence in the performance of a

guardian's duty to provide for the care, comfort, and maintenance needs of the person subject to guardianship. With that assumption, we must analyze whether section 524.5-313(c)(2) modifies the common law to preclude liability for negligence in performing that duty. We conclude that it does.

While statutes are presumed to be consistent with the common law, the legislature may abrogate or modify a rule of the common law by express wording or by necessary implication. *See Jepsen as Tr. for Dean v. County of Pope*, 966 N.W.2d 472, 484 (Minn. 2021). Section 524.5-313(c)(2) establishes “the duty to provide for the care, comfort, and maintenance needs of the person subject to guardianship,” which includes “health care, social and recreational requirements . . . and habilitation or rehabilitation.” The clause then states, “Failure to satisfy the needs and requirements of this clause shall be grounds for removal of a private guardian, but the guardian shall have no personal or monetary liability.” As we explained above, this sentence plainly affords immunity to the guardian for negligence in the performance of the duties in that clause. By listing the specific duties and providing immunity for failure to satisfy those duties, the legislature by its express wording abrogated or modified the common law by providing immunity from any negligence claims that are based on those duties. Therefore, even if a complaint alleges that a guardian breached their common-law duty to provide for the care, comfort, or maintenance of a person subject to guardianship, the immunity afforded by section 524.5-313(c)(2) applies to the claim.

We next determine whether Zika's specific claims against Weaver fit under a guardian's duties of providing care, comfort, and maintenance. In the complaint and at trial,

Zika alleged that Weaver breached her duties as Jean’s guardian by (1) not monitoring her care after she was sexually assaulted, (2) failing to provide care, comfort, and rehabilitation care and services to Jean after the sexual assault, (3) failing to inform Zika and Robert of the sexual assault, and (4) withholding Jean’s health information from Robert and Zika.

We conclude, as did the district court, that Zika’s claims directly implicate Weaver’s duty, under section 524.5-313(c)(2), to provide for the care, comfort, and maintenance needs of the person subject to guardianship. Any claims related to Jean’s care or Weaver’s failure to give or arrange for proper care for Jean are covered by the explicit “care” duty. As for the duty to communicate with known interested persons, that duty was not added to the guardianship statute until 2020, four years after Jean’s death. *See* 2020 Minn. Laws. ch. 86, art. 1, § 23. But even before 2020, notifying family members would have fallen within the guardian’s duty in section 524.5-313(c)(2) to provide for the care, comfort, and maintenance needs of the person subject to guardianship. Jean’s son testified that, had he known of the assault, the family would have sought trauma treatment for Jean and would have found her a different residential care facility—actions that would have been directed at serving Jean’s care, comfort, and maintenance needs. Zika cites to the Minnesota Association for Guardianship and Conservatorship (MAGiC) standards of practice as a source for identifying the guardian’s duties. MAGiC, a non-profit organization that promotes best practices in the guardian and conservator contexts, develops its standards of practice as a resource for guardians and conservators. Those standards, while not legal authority, include communication with family members, including about medical conditions, under the section about “Care, Comfort, and Maintenance,” which includes a

citation to Minn. Stat. § 524-313(c)(2). In sum, the actions on which the negligence claims against Weaver are founded all relate to her duties under section 524.5-313(c)(2). The immunity provision of that clause therefore applies to those claims.

This conclusion is consistent with our decision in *Jackson ex rel. Sorenson v. Options Residential, Inc.*, 896 N.W.2d 549 (Minn. App. 2017)—a case cited by the district court that Zika contends actually supports his argument. In *Jackson*, we concluded that the immunity provided in the Minnesota Commitment and Treatment Act (CTA) did not apply to the common-law negligence claim asserted in that case. 896 N.W.2d at 556-57. There, a resident in a group home sued the group home for negligence in connection with injuries inflicted upon him by another resident who was under commitment pursuant to the CTA. *Id.* at 551. The group home argued that it had immunity from the claims based on an immunity provision in the CTA. *Id.* at 553. That provision states that “[a]ll persons acting in good faith . . . who act pursuant to any provision of this chapter or who procedurally or physically assist in the commitment of any individual, pursuant to this chapter, *are not subject to any civil or criminal liability under this chapter.*” *See id.* (emphasis added) (quoting Minn. Stat. § 253B.23, subd. 4 (2016)). In rejecting the group home’s argument, we held that the immunity afforded by that provision applies only to a person’s liability in connection with performing the duties associated with the civil commitment of persons under that chapter. *Id.* at 555. Because the negligence claim at issue did not implicate any “of the duties or rights established by the [CTA]” but instead was founded on “acts or omissions entirely unrelated to any provision of the CTA,” we concluded that the immunity provision did not apply. *Id.* at 556. Here, in contrast, Zika’s negligence claims *do* implicate

the “duties or rights” established by section 524.5-313(c)(2). The immunity in that clause therefore applies.

In sum, because Weaver is immune from Zika’s negligence claims under section 524.5-313(c)(2), the district court did not err by dismissing them.

DECISION

The plain meaning of Minn. Stat. § 524.5-313(c)(2) (2020) is that a private guardian is immune from liability for negligence related to the guardian’s duty to provide for the care, comfort, and maintenance needs of the person subject to guardianship. This immunity precludes liability for the negligence claims made here against Weaver. Accordingly, we affirm the district court’s dismissal of Zika’s negligence claims against Weaver.

Affirmed.