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Minn. Stat. § 480A.08, subd. 3 (2016).*

**STATE OF MINNESOTA
IN COURT OF APPEALS
A18-0686**

In the Matter of the Civil Commitment of:
Blake S. Uddin.

**Filed September 24, 2018
Affirmed
Halbrooks, Judge**

Anoka County District Court
File No. 02-PR-16-84

Daniel P. Repka, Repka Law, LLC, St. Paul, Minnesota (for appellant Blake Uddin)

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Considered and decided by Halbrooks, Presiding Judge; Bjorkman, Judge; and Hooten, Judge.

U N P U B L I S H E D O P I N I O N

HALBROOKS, Judge

Appellant challenges the district court's denial of his motion to terminate his commitment as a person who is mentally ill, arguing that his commitment has exceeded the six-month maximum prescribed by the district court under Minn. Stat. § 253B.13, subd. 1 (2016). We affirm.

FACTS

In February 2016, the state petitioned to commit appellant Blake Uddin as a person who is mentally ill. In March 2016, the district court determined that Uddin met the statutory criteria for commitment and was mentally ill as defined by Minn. Stat. § 253B.02, subd. 13 (2016). But upon stipulation between Uddin and the state, the district court did not commit him to the Commissioner of Human Services. Instead, it determined that the least-restrictive alternative that met his treatment needs was a release before commitment under Minn. Stat. § 253B.095 (2016). For that reason, the district court stayed commitment for six months, provided that Uddin abided by certain terms.

In June 2016, Uddin's case manager filed a report alleging that Uddin violated certain terms of the March 2016 stayed commitment order. After a hearing, the district court again concluded that Uddin met the statutory criteria for commitment and was mentally ill as defined by Minn. Stat. § 253B.02, subd. 13. But upon the oral stipulation of the parties, the district court did not revoke the March 2016 stay of commitment. Instead, the district court again determined that the least-restrictive alternative that met Uddin's treatment needs was a release before commitment under Minn. Stat. § 253B.095. For the second time, the district court stayed commitment for six months.

In October 2016, Uddin's case manager asked the district court to revoke Uddin's stayed commitment, alleging that Uddin again violated the March 2016 stayed commitment order. On November 1, the district court determined that Uddin met the statutory criteria for commitment, concluded that clear and convincing evidence established that he was mentally ill under Minn. Stat. § 253B.02, subd. 13, and committed him for six months.

In April 2017, the state filed a petition for continued commitment. On April 25, 2017, the district court determined, after a hearing, that Uddin met the statutory criteria for continued commitment, concluded that clear and convincing evidence established that Uddin was mentally ill under Minn. Stat. § 253B.02, subd. 13, and continued his commitment for six months.

In June 2017, Uddin petitioned the district court under Minn. Stat. § 253B.17 (2016), to terminate his commitment, reasoning that he was not in need of continued care and treatment and that he no longer met the definition of a person who is mentally ill under Minn. Stat. § 253B.02, subd. 13. After a hearing on July 11, 2017, the parties reached another stipulation. Per that stipulation, the district court released Uddin from the commissioner's custody and stayed his commitment for "six months from [July 13, 2017]."

In August 2017, Uddin's case manager sought revocation of the July 2017 stayed commitment order, alleging that Uddin violated certain terms of it. On September 21, 2017, and upon oral stipulation, the district court revoked the July 2017 stayed commitment order and committed Uddin for six months.

In February 2018, Uddin moved to terminate his commitment, arguing that the duration of his commitment had exceeded the six-month maximum prescribed by the district court in the April 2017 continued commitment order. The district court denied the motion, reasoning that commitment started on September 21, 2017, when it revoked the July 2017 stayed commitment order and stating that because the September 2017 commitment order contemplated a six-month initial period, Uddin's commitment had not exceeded the maximum under Minn. Stat. § 253B.13, subd. 1 (2016). This appeal follows.

DECISION

Uddin argues that his commitment must be terminated because he has been under a continued commitment in excess of the maximum period under the Minnesota Commitment and Treatment Act, Minn. Stat. §§ 253B.001-.24 (2016), specifically Minn. Stat. § 253B.13, subd. 1, which governs continued commitments. We interpret the Minnesota Commitment and Treatment Act de novo. *In re Brown*, 640 N.W.2d 919, 922 (Minn. 2002). Our role in interpreting statutes “is to ascertain and effectuate legislative intent.” *In re Robledo*, 611 N.W.2d 67, 69 (Minn. App. 2000). We give the statute’s terms their plain and ordinary meaning, taking into account the overall structure of the statutory scheme and the context of the disputed language. *Id.* If a statute’s language is ambiguous, the legislature’s intent controls. *In re Kleven*, 736 N.W.2d 707, 709 (Minn. App. 2007). Ambiguity arises only when a statute’s language is susceptible of more than one reasonable interpretation. *Am. Family Ins. Grp. v. Schroedl*, 616 N.W.2d 273, 277 (Minn. 2000). Within the civil-commitment context, we construe any ambiguity “against the state and in favor of the person who is being deprived of his or her liberty.” *In re Colbert*, 464 N.W.2d 505, 507 (Minn. 1991).

Under Minn. Stat. § 253B.13, subd. 1—the statute governing continued commitments—if a district court determines that a person continues to need commitment, it must determine the length of the continued commitment. The length of the continued commitment cannot exceed the probable length of commitment necessary—a length of time determined by the district court—or 12 months, whichever is less. Minn. Stat.

§ 253B.13, subd. 1. Here, the district court determined that the probable length of commitment necessary was six months.

In June 2017, Uddin moved to terminate his commitment. At the hearing in July, the parties reached a stipulation. Under that stipulation, the district court determined that clear and convincing evidence established that Uddin met the definition of a person who is mentally ill. But at the same time, the district court released him from the commissioner's custody and stayed his commitment proceedings for six months. Uddin argues that this stay "tolled" the six-month limitation imposed by the district court's April 2017 continued commitment order because that order remained the "legal vehicle under which [he] was committed." We disagree.

The legal vehicle under which Uddin was committed was, as the district court determined, the July 2017 stayed commitment order. That order provides that the parties stipulated that Uddin met the statutory criteria for commitment, that he would be released, and that the commitment would be stayed. That order also provides, as one of the stipulated findings of fact, that Uddin "filed his petition for relief with the intent of being placed back under a stay of commitment so he can have another opportunity to participate in the VA's dual-diagnosis . . . program." In other words, Uddin sought a stay of commitment in July 2017 so that he could participate in a specialized program that would have been unavailable to him if he were committed.

The problem with the July 2017 stayed commitment order is that the state did not file a petition for initial commitment or a petition for continued commitment before the district court issued it. An interested person must file a petition for a person's initial

commitment or continued commitment before a district court conducts a hearing and makes a determination. Minn. Stat. §§ 253B.07, .13, subd. 1.

Here, it was Uddin's petition to terminate his commitment under Minn. Stat. § 253B.17—not the state's petition for initial commitment under Minn. Stat. § 253B.07—that prompted the district court to schedule a hearing and make a determination as to whether Uddin met the statutory definition for a person who is mentally ill. The parties effectively stipulated around Minn. Stat. § 253B.07's requirement that an interested person must file a petition for initial commitment before a hearing and determination is made.

At oral argument, Uddin suggested that the stipulation should not be enforced because he had unequal bargaining power when he entered into it. We disagree. Generally, parties are bound by a stipulation of the issues before a district court unless they are released from that stipulation. *Atl. Mut. Ins. Co. v. Judd Co.*, 380 N.W.2d 122, 124 (Minn. 1986) (citing *Pampusch v. Nat'l Council of Knights & Ladies of Sec.*, 176 N.W. 158, 158 (Minn. 1920)). If no motion is made to the district court by a party requesting relief from a stipulation, absent a showing of fraud, mistake, or some other reason for disregarding the stipulation, its terms are binding on the parties. *See Amundson v. Cloverleaf Mem'l Park Assoc.*, 22 N.W.2d 170, 172 (Minn. 1946).

Uddin has been represented by legal counsel throughout these proceedings. He did not seek relief from the July 2017 stipulation and has not shown cause for us to set it aside. Rather, Uddin stipulated to a stay so he could have “another opportunity to participate in the VA's dual-diagnosis . . . program.” Therefore, Uddin's unequal-bargaining argument contradicts his stated purpose for entering into a stipulation for a stayed commitment in the

first place. Because Uddin did not move the district court for relief from the July 2017 stipulation and because he has not shown cause for us to set it aside, the terms of the July 2017 stipulation are binding.

As the district court acknowledged, the underlying purpose of the Minnesota Commitment and Treatment Act is to guarantee patients due process before involuntarily committing them. *See Robledo*, 611 N.W.2d at 70 (“Judicial safeguards are necessary both because the mentally ill are least able to assure their own protection and because it is attention to our duty to the mentally ill that maintains us as a human community.”). The act ensures that a patient’s due-process rights are preserved by requiring a petition, hearing, and determination before a district court orders an initial or continued commitment. Minn. Stat. §§ 253B.07, .13, subd. 1. The act also provides specific rights for patients, including the right to have counsel, attend hearings, and request a second examiner. Minn. Stat. §§ 253B.07, subds. 2c, 3.

We agree with the district court that Uddin’s due-process rights were preserved. Upon his June 2017 petition to terminate his commitment, the district court provided notice, held a hearing, and determined, based on the parties’ stipulation, that Uddin was a person who is mentally ill under the heightened standard for initial commitments. *See* Minn. Stat. §§ 253.02, subd. 13, .09, subd. 1(a) (stating that for initial commitments, the district court must determine if clear and convincing evidence establishes that the person has made recent attempts or threats to physically harm themselves or others or recent failures to provide necessities). Per the terms of the stipulated-to July 2017 stayed commitment order, the district court had authority to revoke the stay if Uddin violated it.

On September 21, 2017, based on the oral stipulation of the parties, the district court determined that Uddin violated certain terms of the July 2017 stayed commitment order, revoked it, and committed him for an initial commitment period “not to exceed six months.”

In *Brown*, the supreme court concluded that when a district court revokes a stayed commitment order, the six-month limitation on the initial commitment under Minn. Stat. § 253B.09, subd. 1, begins on the date that the commitment is executed and the order or warrant under Minn. Stat. § 253B.10, subd. 1, issues. 640 N.W.2d at 925. Therefore, per the parties’ stipulation, Uddin’s initial commitment began when the district court revoked the July 2017 stayed commitment order on September 21, 2017. That initial commitment could not exceed six months, which was March 21, 2018. Uddin moved to terminate his commitment in February 2018, before the six-month time-period limitation had lapsed. Therefore, we conclude that the district court did not err by declining to terminate Uddin’s commitment.

Affirmed.