This opinion is nonprecedential except as provided by Minn.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
A24-1488

Great North Capital Consultants, Inc.,
Appellant,

vs.

Maciek G. Kaminski, et al.,
Defendants,

Kylie E. Kaminski,
Respondent.

Filed July 21, 2025
Reversed and remanded; motion denied
Smith, Tracy M., Judge

Hennepin County District Court
File No. 27-CV-23-6323

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Considered and decided by Smith, Tracy M., Presiding Judge; Frisch, Chief Judge; and Ede, Judge.

NONPRECEDENTIAL OPINION

SMITH, TRACY M., Judge

In this appeal from the district court's grant of summary judgment for respondent Kylie E. Kaminski, appellant Great North Capital Consultants Inc. (Great North) argues that the district court erred by dismissing its claims against Kaminski for (1) conspiracy to commit fraud and (2) unjust enrichment. Because we conclude that genuine issues of material fact exist with respect to both claims, we reverse and remand.

FACTS

The following summarizes the facts viewed in the light most favorable to Great North as the party against whom summary judgment was granted.

This case concerns the scope of Kaminski's legal liability as it relates to her parents' failure to fully repay a loan made by Great North. Kaminski's parents, Maciek and Brenda Kaminski, had some form of ownership of, or control over, a home in Colorado, which they and their four children regularly used for ski vacations, for approximately 20 years. For some or all of this time, BC Chalet LLC owned the property, including during a portion of the relevant events. BC Chalet was an entity owned at one time by Kaminski's parents, and Kaminski's father was its manager. During the time of the relevant events, the membership interests of BC Chalet were held in four trusts for the benefit of each of the four children and each child was the trustee of the trust of which they were the beneficiary.

BC Chalet experienced financial difficulties. In 2020, Leave The Beav LLC (LTB) was formed for the purpose of acquiring the Colorado property to keep it in the Kaminski family. Kaminski had an 85% ownership interest in LTB, and each of her three siblings had a 5% stake. Kaminski made a $1,000 capital contribution to LTB—the only capital contribution made to LTB. She was its sole manager. The record indicates that LTB lacked typical corporate formalities, as shown by its failure to (1) take meeting minutes, (2) indicate business actions through writing, and (3) file tax returns.

Kaminski, a transactional attorney licensed in Minnesota, drafted a purchase agreement for the sale of the Colorado property from BC Chalet to LTB for $3,050,000. At the time, there was $1.8 million in debt associated with the property. LTB secured a $1.4 million loan to purchase the property but did not obtain additional financing. Despite the apparent lack of funding, BC Chalet and LTB executed a purchase agreement for the property on February 4, 2021. On February 17, 2021, Kaminski's father, on behalf of BC Chalet, executed a quitclaim deed for the property, again drafted by Kaminski.

Around this time, Kaminski's father approached Douglas Polinsky, the CEO of Great North, a Minnesota corporation, about receiving a $1 million loan. Kaminski's father represented to Polinsky that the purpose of the loan was to refinance one of their properties. Kaminski's father provided Polinsky with a "Proceeds Authorization" indicating that Great North would be repaid in the amount of $1,017,500 from the closing of the sale between BC Chalet and LTB. He also provided an "Estimated Seller's Settlement Statement" and the purchase agreement, both of which displayed the $3,050,000 purchase price. Great North agreed to provide a $1 million loan, and, on February 17, Kaminski's parents executed a promissory note in which they promised to repay the $1 million loan and $17,500 in interest within two days. Great North did not, however, take a security interest in the Colorado property.

On February 22, 2021, Great North sent the $1 million to a title company at Kaminski's father's request. He purportedly used about $600,000 of the loan proceeds, contributing about $540,000 to paying off the mortgage on the Colorado property, sending a $50,000 distribution to Kaminski's mother, and sending a $8,607 distribution to BC

Chalet. Two days later, the title company, seemingly with Kaminski's knowledge and approval, sent Great North the remaining $400,000. However, Kaminski's parents did not repay the remainder of the loan.

In April 2023, Great North filed a lawsuit against Kaminski and her parents, seeking recovery of the outstanding balance, which, including interest, was $620,443. In an amended complaint, Great North added LTB as a defendant and raised the following claims: (1) breach of contract against Kaminski's parents; (2) fraud against Kaminski's parents; (3) unjust enrichment against Kaminski's parents, Kaminski, and LTB; and (4) civil conspiracy to defraud against Kaminski's parents, Kaminski, and LTB.[1] The following January, Great North moved for summary judgment. Kaminski moved for summary judgment shortly thereafter.

In its order on the motions, the district court granted summary judgment for Great North on its breach-of-contract claim as to Kaminski's parents; granted summary judgment to Great North on its fraudulent-inducement claim only as to Kaminski's father; denied summary judgment to Great North on its unjust-enrichment claim in its entirety; denied summary judgment to Great North on its civil-conspiracy claim in its entirety; and declined to pierce the corporate veil of LTB to hold Kaminski liable. Relatedly, it granted Kaminski's summary-judgment motion, determining that Great North failed to present a

[1] By November 2023, LTB had been placed in a receivership in a separate Hennepin County action and the court-appointed receiver took control of the Colorado property pursuant to a court order. The receiver then sold the Colorado property. The district court in the instant action approved the parties' request to sever all claims against LTB and transferred those claims to the receivership case.

triable issue of fact on its unjust-enrichment and conspiracy claims against her. Lastly, the district court declined to consider Great North's claims against LTB, determining that it lacked jurisdiction over LTB because Great North's claims against LTB had been transferred to the separate receivership case.

Great North appeals.[2] While this appeal was pending, Kaminski filed a motion to supplement the record with a settlement agreement entered in the separate receivership action.

DECISION

Great North challenges the district court's grant of summary judgment in favor of Kaminski, which dismissed Great North's claims against her for conspiracy to commit fraud and for unjust enrichment.

"Summary judgment is appropriate if 'there is no genuine issue as to any material fact and the movant is entitled to judgment as a matter of law.'" *Metro. Transp. Network, Inc. v. Collaborative Student Transp. of Minn., LLC*, 6 N.W.3d 771, 778 (Minn. App. 2024) (quoting Minn. R. Civ. P. 56.01), *rev. denied* (Minn. July 23, 2024). Appellate courts review a district court's "grant of summary judgment de novo to determine whether there are genuine issues of material fact and whether the district court erred in its application of the law." *Montemayor v. Sebright Prods., Inc.*, 898 N.W.2d 623, 628 (Minn. 2017) (quotation omitted). When performing their review, appellate courts "view the evidence in the light most favorable to the party against whom summary judgment was granted." *STAR*

[2] Kaminski's parents did not file a brief or otherwise participate in this appeal.

Ctrs., Inc. v. Faegre & Benson, L.L.P., 644 N.W.2d 72, 76-77 (Minn. 2002). It is improper to grant a motion for summary judgment if there are doubts about disputed issues of material fact, *Murphy v. Wood*, 545 N.W.2d 52, 54 (Minn. App. 1996), even if the district court believes that the nonmoving party would be unlikely to prevail at trial, *Whisler v. Findeisen*, 160 N.W.2d 153, 155 (Minn. 1968).

I. The district court erred by granting summary judgment for Kaminski on Great North's conspiracy-to-commit-fraud claim.

Great North raises two related arguments in challenging the district court's summary-judgment dismissal of Great North's conspiracy-to-commit-fraud claim against Kaminski. It first argues that the district court erred in its legal determination that, to succeed on a civil-conspiracy theory, each member of the conspiracy must have independently committed a tort. Great North next argues that the district court erred by concluding that, as a matter of undisputed fact, Kaminski did not engage in fraud. We begin with the question of law and then turn to whether there exists a genuine issue of material fact.

A. Recovery under the theory of civil conspiracy does not require that each conspirator independently commit a tort.

In deciding whether Kaminski was entitled to summary judgment, the district court first determined that each conspirator must have independently committed a tort for Great North to recover under this theory. Great North challenges that legal determination.

"A conspiracy is a combination of persons to accomplish an unlawful purpose or a lawful purpose by unlawful means." *Harding v. Ohio Cas. Ins. Co.*, 41 N.W.2d 818, 824 (Minn. 1950). The purpose of a conspiracy claim "is to show facts for vicarious liability of defendants for acts committed by others, joinder of joint tortfeasors, and aggravation of damages." *Id.* at 825. Liability for damage resulting from the "concerted action" of conspirators is predicated upon "civil wrong done to plaintiff by the defendants, and not upon the conspiracy or combination [of conspirators]." *Id.* at 824. Put differently, the conspiracy count must be based on an underlying tort, *D.A.B. v. Brown*, 570 N.W.2d 168, 172 (Minn. App. 1997), meaning that "there is no such thing as a civil action for conspiracy," *Harding*, 41 N.W.2d at 825.

The essence of a conspiracy is "the community of purpose and action plus the intended result." *Scheele v. Union Loan & Fin. Co.*, 274 N.W. 673, 679 (Minn. 1937). A person need not be involved in a conspiracy at the outset to incur liability; rather, "[i]f a fraudulent plan is conceived and for a time carried on by one wrongdoer, and later others join and participate in its accomplishment, there is a conspiracy as to all of them." *Id.*

We do not read Minnesota caselaw as requiring each conspirator to have independently committed a tort. Indeed, *Scheele* noted that a conspirator may still be part of a conspiracy despite not having been involved in the wrongful acts at the outset, provided that the conspirator eventually "join[s] and participate[s] in [the conspiracy's] accomplishment." *Id.* And, although *Harding* explained that one of the purposes of recovery under this theory is "joinder of joint tortfeasors," it did not list joinder as the only purpose nor does it preclude recovery when a conspirator joins the conspiracy after the wrongful acts have begun. *See Harding*, 41 N.W.2d at 825. We therefore conclude that the district court erred by determining that Kaminski must have independently committed a tort for Great North to recover under this theory.

B. The district court improperly decided disputed issues of material fact in determining that Kaminski did not engage in a conspiracy to commit fraud.

Great North argues that the district court improperly decided disputed issues of material fact in relation to Kaminski's participation in the fraud and erred by summarily dismissing the conspiracy claim on the ground that only Kaminski's father engaged in fraud.

As an initial point, we note that Great North did not plead a separate fraud claim against Kaminski. But Great North did assert in its complaint under the conspiracy count that "[a]ll Defendants have conspired and joined efforts, by combining with each other and acting in concert with a common purpose, to defraud [Great North]; unlawfully breach the obligations set forth in the Promissory Note, retain funds rightfully belonging to [Great North]; and commit tortious acts against [Great North] as set forth in [the] Complaint." In Great North's summary-judgment memorandum of law, it similarly asserted that "all defendants conspired to defraud" Great North, adding that Kaminski participated in this fraud because (1) she drafted a $3 million purchase agreement for the property despite her knowledge that LTB lacked the funding for the $3 million purchase; (2) she was the chief manager and 85% owner of LTB, to which the property was transferred; and (3) LTB never had formal meetings, lacked written actions, failed to prepare financial statements, and let Kaminski's father negotiate on its behalf. Thus, Great North asserted that Kaminski participated in a conspiracy to defraud, so the question at this point is whether there is a genuine issue of material fact regarding that claim.

Great North's conspiracy claim is based on the assertion that Kaminski participated in her father's inducement of Great North to enter into a loan agreement and issue the loan proceeds by misrepresenting the sale price of the Colorado property. A fraudulent-misrepresentation claim requires proof that:

> (1) there was a false representation by a party of a past or existing material fact susceptible of knowledge; (2) made with knowledge of the falsity of the representation or made as of the party's own knowledge without knowing whether it was true or false; (3) with the intention to induce another to act in reliance thereon; (4) that the representation caused the other party to act in reliance thereon; and (5) that the party suffered pecuniary damage as a result of the reliance.

Hoyt Props., Inc. v. Prod. Res. Grp., L.L.C., 736 N.W.2d 313, 318 (Minn. 2007) (quotation omitted).

The district court determined that, as a matter of law and undisputed fact, Kaminski's father fraudulently induced Great North to enter into the loan agreement through misrepresentations—a determination that neither party challenges on appeal. The district court concluded that the undisputed evidence shows that (1) Kaminski's father provided Great North with a document that misrepresented the sale price from which the proceeds would be used to repay the loan, (2) Great North reasonably relied on this representation, and (3) Great North sustained damages resulting from the failure to repay the loan.

Turning to the conspiracy claim against Kaminski, we conclude that Great North presented sufficient facts from which a reasonable fact-finder could find that Kaminski "join[ed] and participate[d] in" her father's plan to defraud Great North, thereby forming a conspiracy to defraud. *See Scheele*, 274 N.W. at 679. First, Kaminski testified in her deposition that BC Chalet was experiencing financial difficulties and that LTB was formed as a way of keeping the Colorado property in her family. Further, the record indicates that Kaminski, a transactional attorney, drafted the purchase agreement that provided for the sale price of $3,050,000, which Kaminski's father later presented to Great North. Additionally, Kaminski, as the primary stakeholder in LTB, obtained only $1,405,000—made up of a $1.4 million loan and $5,000 in lender credit—to finance LTB's purchase. She did so despite knowing that, not only was that amount less than the purported purchase price, but also that, to close the sale, it would take $1,946,362 to cover existing debts and closing fees—leaving a gap of some $541,000. And Kaminski testified that she did not attempt to obtain the necessary financing to cover the entire $3,050,000 purchase price and any remaining costs because her father told her she did not have to do so.

From Kaminski's knowledge of her parents' financial difficulties and of the need to secure additional financing to effectuate the sale of the property, a reasonable fact-finder could infer that Kaminski knew of her father's plans to use the inflated price on the purchase agreement to secure a loan that he was unable to repay. Further, the record contains evidence that Kaminski was aware that the title company transferred $400,000 to Great North after the closing and includes no evidence that Kaminski objected to sending Great North money. From this information, a reasonable fact-finder could infer that Kaminski knew that Great North was owed money. On this record, when drawing all reasonable inferences in favor of Great North as the party against whom the district court granted summary judgment, a reasonable fact-finder could determine that Kaminski engaged with her father in a conspiracy to commit fraud.

Arguing against that conclusion, Kaminski asserts that "[t]he record is [de]void of any evidence of any agreement between [Kaminski] and [her parents] to fraudulently induce [Great North]." But the supreme court has explained that conspiracy can seldom be proved by direct evidence because "[c]onspirators do not make minutes of their machinations, progress and objectives." *Id.* at 678. It added that, "[i]f in the end there is a completed structure of result, the frame of which has been furnished piecemeal by several individuals, the parts when brought together showing adaptation to each other and fitness for the end accomplished, it is at least reasonable to infer concert in both planning and fabrication." *Id.* Thus, direct evidence of an agreement is not needed to create an issue of fact regarding a civil conspiracy.

Because Great North submitted sufficient evidence to create a genuine issue of fact with respect to its claim against Kaminski for civil conspiracy to commit fraud, we reverse the district court's summary-judgment dismissal of this claim against Kaminski and remand for further proceedings.[3]

[3] We note that Great North brought its conspiracy-to-commit-fraud claim against Kaminski, her parents, and LTB. Great North challenges only the dismissal of this claim with respect to Kaminski.

II. The district court erred by granting summary judgment for Kaminski on Great North's unjust-enrichment claim.

Great North also argues that the district court erred by dismissing its unjust-enrichment claim against Kaminski, contending that there exists a genuine issue of material fact as to whether Kaminski received the benefit of the loan funds.

The parties disagree regarding the applicable standard of review. Great North argues that our review is de novo because the district court granted summary judgment for Kaminski. In contrast, Kaminski argues that the abuse-of-discretion standard applies because, under *Melrose Gates, LLC v. Chor Moua*, "a deferential standard of review might be applicable where, after balancing the equities, the district court determines not to award equitable relief." 875 N.W.2d 814, 821 (Minn. 2016) (quotation omitted). The district court granted Kaminski's summary-judgment motion after determining that Great North failed to present a triable issue of fact on its claim against her. It did not balance equities. We therefore apply a de novo standard of review. *See Montemayor*, 898 N.W.2d at 628.

A. A genuine issue of material fact exists as to whether Kaminski retained a benefit that would be unjust for her to retain.

An unjust-enrichment claim requires the claimant to "show that another party knowingly received something of value to which [it] was not entitled, and that the circumstances are such that it would be unjust for that [party] to retain the benefit." *Schumacher v. Schumacher*, 627 N.W.2d 725, 729 (Minn. App. 2001). Benefits are broadly construed. *See, e.g.*, Restatement (Third) of Restitution and Unjust Enrichment § 1 cmt. d (Am. L. Inst. 2011) (explaining that a benefit can be found if a party is enriched by either an increase in assets or a decrease in liabilities). But the receipt of benefits is not enough to establish a claim; "instead it must be shown that a party was unjustly enriched in the sense that the term 'unjustly' could mean illegally or unlawfully." *First Nat'l Bank of St. Paul v. Ramier*, 311 N.W.2d 502, 504 (Minn. 1981).

We conclude that, when viewing the record in the light most favorable to Great North, there exists a genuine issue as to whether Kaminski received a benefit that would be unjust for her to retain. Kaminski's father testified in his deposition that a portion of the loan proceeds were used to pay off a mortgage on BC Chalet's property. And the record indicates that Kaminski was a beneficiary of a trust that had an interest in BC Chalet. From this information, a fact-finder could determine that Kaminski benefited from the transaction. Further, the record contains additional information from which a fact-finder could determine that Kaminski benefited from the loan transaction, including bank records indicating the transfer of funds from LTB to Kaminski. And, as indicated above, evidence exists in the record from which a fact-finder could determine that the loan proceeds were obtained through unlawful or otherwise improper conduct, thereby making it unjust for Kaminski to retain any benefits.

The district court explained that any alleged benefits that Kaminski received were derived from LTB and not from Great North. But "a claim for unjust enrichment does not depend on whether the plaintiff conferred the unjustly retained benefit upon the defendant." *Warren v. AVOCA, Inc.*, ___ N.W.3d ___, ___, No. A24-0450, slip op. at 38 (Minn. App. Apr. 7, 2025), *petitions for rev. filed* (Minn. May 6, 7, 2025). And, here, it was Kaminski's control over LTB that would have allowed her to obtain these purported benefits. Our caselaw does not preclude recovery under unjust enrichment when the benefit passes through an intermediary. *See Schumacher*, 627 N.W.2d at 729.

Moreover, the doctrine of piercing the corporate veil may provide a basis to find that Kaminski unjustly received benefits. Veil piercing, which also applies to limited liability companies, Minn. Stat. § 322C.0304, subd. 3 (2024), allows a party to be held liable for the acts of a corporate entity if "the entity is used for a fraudulent purpose" or "the party is the alter ego of the entity." *Equity Tr. Co. Custodian ex rel. Eisenmenger IRA v. Cole*, 766 N.W.2d 334, 339 (Minn. App. 2009).

When determining whether to pierce under the alter-ego approach, courts consider several factors, including

> insufficient capitalization for purposes of corporate undertaking, failure to observe corporate formalities, nonpayment of dividends, insolvency of debtor corporation at time of transaction in question, siphoning of funds by dominant shareholder, nonfunctioning of other officers and directors, absence of corporate records, and existence of corporation as merely facade for individual dealings.

Victoria Elevator Co. of Minneapolis v. Meriden Grain Co., 283 N.W.2d 509, 512 (Minn. 1979). Piercing the corporate veil "requires not only that a number of these factors be present, but also that there be an element of injustice or fundamental unfairness." *Id.*

In its order, the district court rejected Great North's request that it pierce the corporate veil. As to the alter-ego factors, the district court concluded that LTB lacked basic corporate formalities and was underfunded for its sole purpose of purchasing the property. But the district court concluded that piercing the corporate veil was nevertheless unavailable because, with respect to the "injustice or fundamental unfairness" requirement, there was "no evidence of improper or unjust conduct [by Kaminski] toward Great North." Given our ruling above that there is sufficient evidence in the record to create a genuine issue of material fact as to whether Kaminski engaged in a conspiracy to commit fraud against Great North in order to induce a loan to support LTB's purchase of the property, we conclude that there is a genuine issue of fact as to whether "an element of injustice of fundamental unfairness exists." *Id.* And, if such injustice or unfairness is found, it may be appropriate to pierce the corporate veil under the alter-ego theory and determine that Kaminski was unjustly enriched.

Similarly, because evidence exists in the record from which a fact-finder could find that Kaminski and her father used LTB to fraudulently effectuate the loan transaction, we conclude that there is a genuine issue of fact as to whether veil piercing is appropriate under the fraudulent-purpose approach. *See id.* (noting that the veil may be pierced when "the corporate form was used to accomplish a fraudulent purpose"). Thus, under both the alter-ego approach and the fraudulent-purpose approach, there exist genuine issues of material fact that preclude summary-judgment rejection of veil piercing as it relates to the benefits that Great North alleges that Kaminski received under its unjust-enrichment claim.

Kaminski argues that Great North's veil-piercing argument fails because LTB and the property were placed in a receivership, claims against LTB were severed from the present action and transferred to the receivership case, and Great North may have settled its claims with the receiver. The argument is unpersuasive. We are not suggesting that the veil piercing at issue here is a creditor's remedy to hold Kaminksi liable for a judgment against LTB. Rather, we conclude that the doctrine of veil piercing may provide a basis to determine that Kaminski unjustly received or retained a benefit received from LTB via any loan proceeds obtained through fraud.[4]

B. Great North did not have an adequate remedy at law.

As an alternative basis for affirmance, Kaminski argues that the promissory note prevents Great North from recovering under an unjust-enrichment claim because Great North had an adequate remedy at law. We disagree.

A party may not seek "[r]elief under the theory of unjust enrichment . . . where there is an adequate legal remedy." *Southtown Plumbing, Inc. v. Har-Ned Lumber Co.*, 493 N.W.2d 137, 140 (Minn. App. 1992). The availability of a breach-of-contract claim against a party, for example, prevents recovery from that party under the theory of unjust enrichment. *See id.* (explaining that, because a party had an adequate remedy via a breach-of-contract claim, it was unable to seek recovery under unjust enrichment). But Kaminski was not a party to the promissory note—rather, Kaminski's parents were—so Great North did not have a breach-of-contract claim against Kaminski. And we have held that a person is not precluded from obtaining equitable relief "merely because of the possibility of a legal action against a party other than the one from whom the equitable remedy is sought." *TCF Banking & Sav., F.A. v. Loft Homes, Inc.*, 439 N.W.2d 735, 736 (Minn. App. 1989), *rev. denied* (Minn. June 21, July 12, 1989).

[4] For this reason, we need to consider at this point the effect of any settlement of between Great North and the receiver. We therefore deny as unnecessary Kaminski's motion to supplement the record.

Kaminski relies on *Ramier* in arguing that Great North nonetheless had an adequate remedy at law against Kaminski. 311 N.W.2d 502. In *Ramier*, a bank issued an unsecured loan to an individual in exchange for a promissory note. *Id.* at 503. The individual died before satisfying the promissory note, and the bank sought satisfaction from the individual's surviving spouse, arguing that it was necessary to impose an equitable lien on the homestead or a constructive trust to prevent the surviving spouse from being unjustly enriched. *Id.* The supreme court explained that equitable relief was not appropriate when the bank "could have either required security for the loan or obtained the signature on the promissory note of the potential joint tenant of the property." *Id.* at 504. Although Great North did not take a security interest in the property, *Ramier* is distinguishable because there was no indication in that case that it would have been unjust for the surviving spouse to retain the benefit bestowed upon her. *See id.* Here, as explained above, there is evidence of fraud in the inducement to contract, raising an inference that it would be improper for Kaminski to retain any benefits from the loan agreement.[5]

C. Minnesota Statutes section 513.01 (2024) does not bar Great North's unjust enrichment claim.

Kaminski additionally argues that Minnesota Statutes section 513.01(2) bars Great North's unjust-enrichment claim.

[5] We recognize that this opinion reinstates Great North's conspiracy-to-commit-fraud claim against Kaminski. We are not aware of any authority that precludes recovery for unjust enrichment on the theory that a party has an adequate remedy at law because there is an underlying claim alleging a conspiracy to commit fraud.

Section 513.01 is Minnesota's version of the statute of frauds. *See Allison v. Best Recycling & Disposal, Inc.*, 565 N.W.2d 437, 438 (Minn. App. 1997), *rev. denied* (Minn. Aug. 26, 1997). Section 513.01(2) bars actions based on a "promise to answer for the debt, default, or doings of another" unless the agreement is evidenced by a properly executed writing. This provision of the statute of frauds serves "to enable the courts to ensure that one who receives no benefit from a promise is bound only by the exact terms of [the] promise." *Esselman v. Prod. Credit Ass'n of St. Cloud*, 380 N.W.2d 183, 186 (Minn. App. 1986), *rev. denied* (Minn. Mar. 21, 1986).

Based on this formulation, section 513.01 would only bar Great North from recovering from Kaminski based on a purported oral promise by Kaminski to serve as guarantor for her father's debts. It therefore does not extend to Great North's unjust enrichment-claim against Kaminski.

Reversed and remanded; motion denied.