STATE OF MINNESOTA

IN SUPREME COURT

A20-0937

Court of Appeals — McKeig, J.

Aaron J. Harkins,

Respondent,

vs.

Filed: April 6, 2022
Office of Appellate Courts

Grant Park Association,

Appellant.

Peter J. Rademacher, Hogen Adams PLLC, Saint Paul, Minnesota, for respondent.

William M. Hart, Bradley J. Lindeman, Melissa Dosick Riethof, Julia J. Nierengarten, Meagher & Geer, P.L.L.P., Minneapolis, Minnesota, for appellant.

S Y L L A B U S

1. A common interest association need not disclose, upon the request of a member, any and all records maintained by the association; instead, disclosure must be made of all records the association maintains that fall under the categories listed in the first two sentences of Minnesota Statutes section 515B.3-118 (2020).

2. The bylaws of appellant Grant Park Association provide for the same level of disclosure as Minnesota Statutes section 515B.3-118.

3. The district court erred in granting the Association's motion for judgment on the pleadings, where the complaint sufficiently alleged that Minnesota Statutes section 515B.3-118 and the bylaws required disclosure of member e-mail addresses.

Affirmed.

O P I N I O N

MCKEIG, Justice.

This case involves the question of what records maintained by a common interest association must be disclosed to a member of the association under the Minnesota Common Interest Ownership Act of 1993, ch. 222, art. 1, § 1, 1993 Minn. Laws 881–953 (codified as amended at Minn. Stat. §§ 515B.1-101 to .4-118 (2020)) ("the Act"), and the association's bylaws. Respondent Aaron Harkins filed suit against appellant Grant Park Association ("the Association") after the Association failed to respond to his request for the postal and e-mail addresses of all members of the Association. Harkins alleged that the Association violated the Act and the Association's bylaws by not turning over the records. The district court granted the Association's motion for judgment on the pleadings. The court of appeals reversed and remanded, holding that Harkins stated a plausible claim for relief. We hold that an association must disclose all records that fall under the categories listed in Minnesota Statutes section 515B.3-118, including "records of membership" the association keeps, and that the Association's bylaws here require the same level of disclosure as the Act. We further hold that based on this construction of the Act and the bylaws, Harkins adequately pleaded his claims to survive a motion for judgment on the pleadings. Accordingly, we affirm the court of appeals.

FACTS

Aaron Harkins owns and resides in a property in Grant Park governed by the Association. The Association is a non-profit corporation that operates pursuant to the Minnesota Common Interest Ownership Act. Grant Park consists of approximately 323 units located in Minneapolis. The Association was created to administer and maintain the common elements of Grant Park for the benefit of its members.

On May 2, 2018, Harkins requested that the Association provide him with the names and contact information—including e-mail addresses—of all members of the Association. Harkins sought this contact information to solicit support for proposed amendments to the Association's bylaws. A board member replied on May 4, 2018, that the Association would supply the names and addresses of members but would not provide e-mail addresses. The Association did not send the names and addresses of members. Approximately 1 year later, on May 9, 2019, Harkins sent a "Final Request for Association Records," in which he again requested the names and contact information of the members. The Association responded approximately a week later with a list of names, but no physical or e-mail addresses.[1]

Harkins filed a complaint with the district court in response. The complaint alleges that the Association violated the Act and the Association's bylaws by refusing to disclose postal and e-mail addresses of its members. Specifically, he argued that the Association was required to provide the contact information under Minn. Stat. § 515B.3-118, which

[1] At a February 13, 2020 motion hearing, the Association conceded that it would provide postal addresses to Harkins, but refused to disclose its members' e-mail addresses.

provides that "[a]ll records, except records relating to information that was the basis for closing a board meeting . . . , shall be made reasonably available for examination by any unit owner." He also relied on a provision of the Association's bylaws which provides that "all Association records . . . shall be available for examination by Owners and Eligible Mortgagees for a proper purpose." Harkins sought declaratory, injunctive, and equitable relief in addition to attorney fees.

The Association brought a motion for judgment on the pleadings under Rule 12.03 of the Minnesota Rules of Civil Procedure. The district court granted the Association's motion, concluding that the phrase "all records" in the disclosure-related provision of Minn. Stat. § 515B.3-118 refers back to the first sentence of the section, which requires common interest associations to keep "adequate records of its membership" as well as other specified records. The district court further concluded that "all records" that the Association is required to disclose means disclosure of the "adequate records" the Association is required to maintain. Because the district court determined that the Association was not required to maintain member e-mail addresses, it held that Harkins was not entitled to obtain the e-mail addresses of the members. The district court also determined that Harkins is not entitled to the e-mail addresses under the Association's bylaws.

Harkins appealed and the court of appeals reversed and remanded. *Harkins v. Grant Park Ass'n*, No. A20-0937, 2021 WL 2069946, at *6 (Minn. App. May 24, 2021). The court of appeals held that the term "all records" in Minn. Stat. § 515B.3-118 is not limited to "the minimum statutorily required" records the Association is required to maintain. *Id*.

at *4. The court of appeals further concluded that the language of the bylaws was similar to that of the Act, and thus compelled a similar interpretation. *Id.* at *6. Based on this reasoning and Harkins' assertion that the Association regularly conducts business through e-mail, the court of appeals determined that Harkins had pleaded a sufficient claim for violations of both the Act and the Association's bylaws. We granted the Association's petition for review.

ANALYSIS

We review a district court's grant of a motion for judgment on the pleadings under Minn. R. Civ. P. 12.03 de novo "to determine whether the complaint sets forth a legally sufficient claim for relief." *Burt v. Rackner, Inc.*, 902 N.W.2d 448, 451 (Minn. 2017) (citation omitted) (internal quotation marks omitted). "A claim is legally sufficient if it is possible on any evidence which might be produced . . . to grant the relief demanded." *Abel v. Abbott Nw. Hosp.*, 947 N.W.2d 58, 68 (Minn. 2020) (citation omitted) (internal quotation marks omitted). In determining whether a claim is legally sufficient, we consider "only the facts alleged in the complaint, accepting those facts as true and drawing all reasonable inferences in favor of the nonmoving party." *Zutz v. Nelson*, 788 N.W.2d 58, 61 (Minn. 2010).

On appeal, the Association argues that the court of appeals erred in overturning the district court's dismissal. The Association claims that member e-mail addresses are not subject to disclosure under Minn. Stat. § 515B.3-118 or under the Association's bylaws. This assertion requires us to first construe the meaning of the statute and the meaning of the bylaws to then determine whether the complaint adequately set forth a claim that the

Act and bylaws required disclosure of member e-mail addresses. We address each of these arguments in turn.

I.

Determining the scope of what records are required to be disclosed under Minn. Stat. § 515B.3-118 is a question of statutory interpretation that we review de novo. *Hyatt v. Anoka Police Dep't*, 691 N.W.2d 824, 826 (Minn. 2005).

The Act provides standard rules for the governing and maintenance of common interest associations. *See generally* Minn. Stat. §§ 515B.1-101 to .4-118. The Act includes the record disclosure provision at issue here. The Act addresses the record retention and record disclosure requirements as follows:

> The association shall keep *adequate records* of its membership, unit owners meetings, board of directors meetings, committee meetings, contracts, leases and other agreements to which the association is a party, and material correspondence and memoranda relating to its operations. The association shall keep financial records sufficiently detailed to enable the association to comply with sections 515B.3-106(b) and 515B.4-107. *All records*, except records relating to information that was the basis for closing a board meeting under section 515B.3-103, paragraph (g), *shall be made reasonably available for examination by any unit owner or the unit owner's authorized agent*, subject to the applicable statutes. . . .

Minn. Stat. § 515B.3-118 (emphasis added).

At issue here is the meaning of the phrase requiring disclosure of "[a]ll records"—specifically, whether "[a]ll records" means all records kept by an association as Harkins claims, all of the "adequate records" an association is required to keep under the Act as the Association maintains, or some other meaning.

"The object of all interpretation and construction of laws is to ascertain and effectuate the intention of the legislature." Minn. Stat. § 645.16 (2020). In interpreting a statute, we first examine its language to see if it is clear, and if so, we follow its plain meaning. *State v. Khalil*, 956 N.W.2d 627, 634 (Minn. 2021). If the statute is susceptible to more than one reasonable interpretation, it is ambiguous. *Id.* To make this determination, we analyze "the statute's text, structure, and punctuation." *Hagen v. Steven Scott Mgmt., Inc.*, 963 N.W.2d 164, 170 (Minn. 2021) (citations omitted) (internal quotation marks omitted). We construe words and phrases in the statute "according to rules of grammar and according to their common and approved usage." Minn. Stat. § 645.08(1) (2020). "[I]f a statute is susceptible to only one reasonable interpretation, 'then we must apply the statute's plain meaning.' " *Cnty. of Dakota v. Cameron*, 839 N.W.2d 700, 705 (Minn. 2013) (quoting *Larson v. State*, 790 N.W.2d 700, 703 (Minn. 2010)). It is only if more than one reasonable interpretation exists that we turn to other tools to resolve the ambiguity. *See id*.

The interpretation advanced by Harkins is that "all records" means just that—the required disclosure of every document and all data retained by an association for any reason. When interpreting statutes, however, we do not examine provisions in isolation, but rather read phrases in light of their context. *Tapia v. Leslie*, 950 N.W.2d 59, 62 (Minn. 2020); *Laymon v. Minn. Premier Props., LLC*, 913 N.W.2d 449, 453 (Minn. 2018) (providing that, when construing a statute, we consider context to define terms). Harkins' interpretation entirely ignores that the provision requiring disclosure of "all records" is directly preceded by a list specifically enumerating the categories for which a common

interest organization must maintain records. *See* Minn. Stat. § 515B.3-118. To instead construe Minn. Stat. § 515B.3-118 as requiring the disclosure of *any* and *all* documents and data held by an association—entirely unmoored from the membership, meetings, contracts, and financial categories for which the same statutory section requires records be kept—would divorce the disclosure-related provision from the surrounding statutory context and is thus unreasonable.[2]

The interpretation advanced by the Association is instead that "all records" in the disclosure-related provision refers exclusively to the "adequate records" and sufficiently-detailed financial records required to be kept under Minn. Stat. § 515B.3-118. The Association does not dispute that "all" means "without limitation," but insists that "all records" merely refers to all of the "adequate records" that the Association is required to keep under the statute. This reading, however, is contrary to the principle that when interpreting statutes, "we attempt to avoid interpretations that would render a word or phrase superfluous, void, or insignificant." *State v. Thompson*, 950 N.W.2d 65, 69 (Minn. 2020). To simply construe "*all* records" as synonymous with the earlier reference to "*adequate* records," fails to ensure both phrases are given effect and different meanings, and makes superfluous, void, and insignificant the Legislature's use of the word "all." The

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[2] The Association also argues that Harkins' broad interpretation of "all records" would allow members access to private documents of other members. Although Harkins may not be arguing for unfettered access to the condominium files of his neighbors for nefarious reasons or to pry into their personal lives, the reality that his interpretation could lead to that result further weighs against Harkins' interpretation, even if the requirement of Minn. Stat. § 515B.3-118 that disclosure is "subject to the applicable statutes" may provide some protection for highly sensitive information. *See*, *e.g.*, Minn. Stat. § 325E.59 (2020) (covering limits on use of social security numbers).

Association's interpretation instead effectively inserts a reference to the "adequate records" referred to earlier in the statutory section. But the disclosure-related provision does not require that "all such adequate records" be disclosed. Instead, it refers to "all records." We "will not insert words or meanings that were intentionally or inadvertently omitted by the Legislature." *Bruton v. Smithfield Foods, Inc.*, 923 N.W.2d 661, 666 (Minn. 2019) (citation omitted) (internal quotation marks omitted). Accordingly, the Association's interpretation is also unreasonable.

A final interpretation recognizes both the need to interpret the disclosure-related provision in context and the need to give "all records" a distinct meaning from "adequate records." Under this interpretation, "all records" in the disclosure-related provision refers to any record falling into the *categories* of records an association is required to keep in the first two sentences of Minn. Stat. § 515B.3-118, including records that exceed the statutory minimum for what would be considered "adequate records" in that category. Under this reading, although an association is required only to keep "adequate records" of certain categories of information, if an association keeps information beyond the statutory minimum in one of those categories, the association must disclose all records including those exceeding the statutory mandate. This reading requires disclosure of members' e-mail addresses only if those addresses are "records of membership," one of the categories for which the Association is required to keep records.

This final interpretation, unlike the other two interpretations offered, addresses both the need for "all" to mean more than "adequate" and the need to define "records" based on statutory context. For this reason, it is the only reasonable interpretation of the statute.

Accordingly, we hold that "all records" under Minn. Stat. § 515B.3-118 refers to any record a common interest association keeps that falls under the categories listed in the first two sentences of the statute. These categories include an association's "records of its membership, unit owners meetings, board of directors meetings, committee meetings, contracts, leases and other agreements to which the association is a party, . . . material correspondence and memoranda relating to its operations," and "financial records." Minn. Stat. § 515B.3-118.

II.

Under the Act, all common interest associations must have bylaws that comply with the Act and that govern the running of the association. Minn. Stat. § 515B.3-106. A common interest association's governing documents "constitute a contract between the association and its individual members." *See Swanson v. Parkway Estates Townhouse Ass'n*, 567 N.W.2d 767, 768 (Minn. App. 1997); *cf. Med. Staff of Avera Marshall Reg'l Med. Ctr. v. Avera Marshall*, 857 N.W.2d 695, 702–03 (Minn. 2014) (holding that a hospital's bylaws created a contract where the employees governed by the bylaws agreed to be bound). Therefore, a breach of a common interest association's bylaws is actionable as a breach of contract.

Section 1 of the Association's bylaws states that the terms used in the bylaws "shall have the same meaning as they have in . . . the Act." The bylaws also express that in the

event of conflict between the Act and the bylaws, "the Act shall control unless it permits the documents to control."

The records disclosure provision in the bylaws of the Association provides that, except for privileged or confidential information, "all Association records . . . shall be available for examination by Owners and Eligible Mortgagees for a proper purpose." At issue is the meaning of "all Association records." Although the bylaws provide slightly more detail than the statute by specifying "all *Association* records" and excluding privileged or confidential information, our analysis of this records disclosure provision ultimately leads us to the same conclusion as our preceding analysis of Minn. Stat. § 515B.3-118.

Association bylaws are interpreted according to contract interpretation principles. *See Swanson*, 567 N.W.2d at 768. "Contract interpretation is a question of law that we review de novo." *Valspar Refinish, Inc. v. Gaylord's, Inc.*, 764 N.W.2d 359, 364 (Minn. 2009) (citation omitted) (internal quotation marks omitted). If we find a contract ambiguous, however, the interpretation of that ambiguity is a question of fact for a jury. *Denelsbeck v. Wells Fargo & Co.*, 666 N.W.2d 339, 346 (Minn. 2003).

The primary purpose in construing a contract is to determine the intention of the parties based on the language of the contract. *Hall v. City of Plainview*, 954 N.W.2d 254, 266 (Minn. 2021). In the absence of ambiguity, we "enforce the agreement of the parties as expressed in the contract." *Caldas v. Affordable Granite & Stone, Inc.*, 820 N.W.2d 826, 832 (Minn. 2012). We also consider the context of an entire contract in construing

specific provisions. *Brookfield Trade Ctr., Inc. v. Cnty. of Ramsey*, 584 N.W.2d 390, 394 (Minn. 1998).

The bylaws require the Association to make "all Association records" available to unit owners. Although "all Association records" is more specific than "all records" under Minn. Stat. § 515B.3-118, the phrase has at least two potential interpretations. Under the first interpretation, "all Association records" means literally any record in the Association's possession. Under the second interpretation, "all Association records" refers to the records required for disclosure under Minn. Stat. § 515B.3-118.

Between the two possible interpretations, only one is reasonable. Holding that "all Association records" is consistent with "all records" in Minn. Stat. § 515B.3-118 best effectuates the intent of the bylaws. The bylaws explicitly express that the terms used in the bylaws "shall have the same meaning as they have in [the Act]" and that "the Act shall control unless it permits the documents to control." This language suggests that the drafters of the bylaws intended to defer to the Act to define terms used in the bylaws. Therefore, we hold that the Association's bylaws unambiguously require the same level of disclosure as the Act.

III.

Having determined that Harkins is entitled to all records of membership, we now consider whether Harkins has sufficiently alleged that the e-mail addresses he seeks are records of membership such that his complaint survives a motion to dismiss. Harkins alleges in his complaint that the Association keeps e-mail addresses as records of its membership. The Association disputes this characterization, stating that "e-mail addresses

do not show membership any more than something denoting a person's place of employment or banking information."

Harkins' complaint is before us on appeal from a motion for judgment on the pleadings, which means we must accept all his factual allegations as true. *See Abel*, 947 N.W.2d at 68. Because we must accept as true Harkins' allegation that the Association kept e-mail addresses as records of membership, his complaint is sufficient to survive a motion for judgment on the pleadings.[3] Accordingly, we conclude that the district court erred in granting the Association's motion to dismiss and affirm the decision of the court of appeals.

CONCLUSION

For the foregoing reasons, we affirm the decision of the court of appeals.

Affirmed.

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[3] To be clear, we are not holding that Harkins' allegation that the e-mail addresses are records of membership of the Association is correct. It is merely an allegation. The Act does not define the terms "membership," "member," or "records of its membership." To determine the plain meaning of undefined statutory terms, we often use dictionary definitions. *Shire v. Rosemount, Inc.*, 875 N.W.2d 289, 292 (Minn. 2016). The American Heritage Dictionary defines membership as "[t]he state of being a member." *The American Heritage Dictionary of the English Language* 818 (New College Ed. 1982). Record is defined as "[i]nformation or data on a particular subject collected and preserved." *Id.* at 1089. Consequently, membership records are information or data on the state of being a member collected and preserved by an association.

We stress here that the mere retention or use of e-mail addresses by the Association does not automatically convert e-mail addresses into membership records. Similarly, the lack of a statutory requirement that the Association keep e-mail addresses does not mean that the e-mail addresses are exempt from disclosure. Instead, the question of whether the Association must disclose member e-mail addresses rests on a factual determination, to be determined in further proceedings, as to whether the e-mail addresses are collected and preserved by the Association to record the state or status of being a member. *See Membership*, *American Heritage Dictionary* 818 (New College Ed. 1982).