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11-CV-26-135
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State of Minnesota
09/30/2026

STATE OF MINNESOTA
COUNTY OF CASS

DISTRICT COURT
NINTH JUDICIAL DISTRICT
Case Type: Civil Other/Misc.

Edward W. Beck, Randy L. Waskul, Brenn Realty, LLC,

Plaintiffs,

vs.

Causeway on Gull Association, Inc.

Defendant.

Court File: 11-CV-26-135

ORDER and MEMORANDUM GRANTING SUMMARY JUDGMENT

The above matter came before the undersigned Judge of District Court on July 22, 2026, pursuant to Plaintiffs' motion for summary judgment on all counts of the complaint.

Plaintiffs are represented by Attorney at Law Nigel Mendez. Defendant is represented by Attorney at Law Kevin Gray.

Based upon the submissions, the arguments of counsel and the file and proceedings herein, this Court makes the following:

ORDER

1. Plaintiffs' motion for summary judgment is **GRANTED as set forth herein.**
2. The Plaintiffs are entitled to the following declaration of their rights pursuant to the Minnesota Declaratory Judgments Act:
   a. Plaintiffs, as members of Defendant Causeway on Gull Association, Inc., have the right to inspect, photograph, take notes regarding and make or receive copies (either hard copies or digital) of Association records pursuant to Minn. Stat. § 317A.461, the Association's Bylaws and other governing documents, and Minnesota common law.

b. Plaintiffs, pursuant to Minn. Stat. § 317A.461, may use the documents acquired for any proper purpose related to their ownership interest in the Association and Plaintiffs may share the contents of those documents with other members in the Association.

c. Defendant wrongfully denied access to the requested records violating Minn. Stat. § 317A.461, the governing documents of the Association, and/or Minnesota law.

3. Any protective order issued by this Court, including the language in the February 24, 2026, Scheduling Order is hereby **VACATED**.

4. Defendant shall, within 14 days of entry of this Order, provide Plaintiffs the complete and unaltered set of documents identified in Plaintiffs' written requests and Exhibit C to the Affidavit of Nigel H. Mendez, with full access to inspect, review, photograph, scan and copy such documents.

5. Defendant shall permit Plaintiffs to make copies of the records by any reasonable means, including photocopying, scanning, photographing, or electronically reproducing the records.

6. Defendant may not unreasonably obstruct member inspection rights.

7. Defendant may not withhold any records Plaintiffs are entitled to inspect under the Bylaws, Minn Stat. § 317A.461, or Minnesota common law.

8. Defendant shall implement and follow lawful, prompt and reasonable procedures for responding to member record requests.

9. Defendant is prohibited from retaliating against Plaintiffs or any Association member who exercises the lawful rights of inspection.

10. Plaintiffs are awarded reasonable attorney fees, costs and disbursements in connection with this action. Plaintiffs shall, within fourteen (14) days of the entry of this Order,

submit an affidavit and supporting documentation establishing the amount of attorney fees, costs and disbursements sought. Defendant shall have an additional fourteen (14) days to submit a response, after which the Court will take the matter of attorney's fees under advisement.

11. This Court will retain jurisdiction over this matter for determination of appropriate attorney fees.

12. The attached Memorandum is a part of this order.

Dated: _____ **BY THE COURT:**

Austad, Jana Digitally signed by Austad, Jana Date: 2026.09.30 10:02:02 -05'00'

Jana M. Austad
Judge of District Court

MEMORANDUM

Undisputed Facts

Defendant Causeway on Gull Association, Inc. (hereinafter "Defendant" "the Association") is a nonprofit corporation. Plaintiffs Edward W. Beck, Randy L. Waskul and Brenn Realty, LLC, are members of the Association by virtue of their ownership of interval weeks in the Association.

The Association is governed by Minnesota Statutes Chapter 317A, the Minnesota Nonprofit Corporation Act (hereinafter "the Act"), the Association's declaration (Mendez Aff, Ex. A) and bylaws (Mendez Aff., Ex. B).

The Act grants all members of nonprofit corporations the right to inspect certain documents "for any proper purpose at any reasonable time." Minn. Stat. § 317A.461, subd. 2. A proper purpose is one reasonably related to the person's interest as a member or director of the corporation. *Id*. Among the documents to which members are explicitly authorized access by statute are: "accounting records, voting agreements and minutes of meetings of members, board of directors, and committees having the authority of the board of directors," as well as statements showing the financial result of all operations and transactions affecting income and surplus during the Association's "last annual accounting period and a balance sheet containing a summary of its assets and liabilities." *Id*., subd. 1 and 3.

The Association bylaws include a more expansive right of access to Association documents:

> Books and Records. The Books, records and papers of the Association shall be kept at the principal place of business of the Association. The Association financial records and its other records, books and vouchers authorizing payments of the Association shall be available for examination by a Member or his or her authorized agent at the principal office of the Association during normal business hours of week days.

(Mendez Aff., Ex. B, Article X, Sec. 4).

On November 7, 2025, Plaintiff Beck emailed the Association indicating a desire to inspect a list of Association books and records at the Association offices on November 17, 2025. (Gray Aff. Ex. K). They alleged that in the past, the Association had not allowed members to inspect certain documents and were not allowed to make copies of or take notes regarding documents (Id.)

On November 12, 2025, Plaintiffs' counsel sent Defendant's counsel a letter arguing why Plaintiffs believe they were entitled to Association records. The letter includes assertions of proper purposes for which Plaintiffs are seeking the records: "to determine how the affairs of the corporation are being conducted;" and "for the purpose of ascertaining the names and addresses of stockholders or others having voting rights in order to be able to communicate with them or to solicit proxies from them." (Complaint, Ex. C).

On November 14, 2025, an Association representative responded, indicating that because she and another Association employee would be out of town on November 19 and 20, 2025, Plaintiffs would not be able to inspect documents on November 17. (Id).

In a November 16, 2025, email an Association employee informed Plaintiff that books and records of the association are available for review online at Causewayongull.org, and that when seeking information not available online a member would need to schedule and pay for time to review documents in 2-hour increments when staff is available. (Id.).

At a February 24, 2026, scheduling conference the parties discussed the issues in this case. Counsel for Defendant indicated: (1) Defendant wanted protective orders on certain matters; and (2) the dispute in this case was about whether Plaintiffs were seeking the records for a proper purpose. The Court inquired whether a protective order might help the case move

forward and the parties agreed. At the conclusion of the hearing the Court verbally issued a protective order that was reduced to writing:

> I will put in the scheduling order that the parties agree today that documents from the association will be produced to Mr. Mendez for his review and review by his clients. No copies will be made and no further use other than review and consultation occur until either all the parties have reached an agreement for a protective order or the court has issued a protective order.

On March 3, 2026, Defendants requested Plaintiffs provide a list of documents they wished to review. (Gray Aff. Ex. D). On March 5, 2026, Plaintiffs sent Defendant a detailed, itemized list of documents to which they were seeking access. (Mendez Aff., Ex. C). The documents weren't disclosed because the parties were arguing over the necessity and scope of a protective order limiting Plaintiffs' use of documents. (Gray Aff. Ex. E).

On April 27, 2026, the Court held a conference at the parties' request. The Court began by asking the parties how the exchange of information was going. Counsel for Plaintiffs, Mr. Mendez, informed the Court Plaintiffs had received nothing from Defendant. Mr. Gray then informed the Court that he had collected the documents and had them in his office if Plaintiffs wanted to come and review them. Mr. Mendez, whose clients reside in California and Georgia, took the position that copies of the documents should have been provided to him so he could share them with his clients. There was further discussion on the record regarding the parties' inability to agree upon the terms of a protective order. The Court clarified that its intent was that Mr. Mendez would receive digital/electronic copies that he could share with his clients, but that his clients could not publish or share information with others. The Court concluded: "the disclosure of the documents at this stage is for the sole purpose of Mr. Mendez' clients consulting with him."

On May 5, 2026, Defendant produced to Plaintiffs 1372 pages of electronic records in response to Plaintiffs request by providing a link to the documents via dropbox.com. (Gray Aff. Ex J). The letter noted the "documents are for review only by your clients in this matter and your clients are prohibited from any further copying, publication, or other dissemination of the information contained therein."

A June 3, 2026, email from Defendant's attorney to Plaintiffs' attorney notes the Association is unlikely to agree to disclosure of contracts between the Association and Capital Vacations (Gray Aff. ex. I).

A June 4, 2026, email from Defendant's attorney to Plaintiffs' attorney includes an acknowledgment that Defendants had yet to provide Plaintiffs with "full [tax] returns or more detailed financial statements" requested by Plaintiffs. (Gray Aff. ex. I). The email also references efforts Defendant was making to obtain contract documents from Global Vacations and to locate an email chain requested by Plaintiffs.

In a May 7, 2026, email, counsel for Plaintiffs' counsel indicated Plaintiffs were going forward with a summary judgment motion. (Gray Aff. ex. G). Attached to the email was a letter from Plaintiffs' counsel that included three reasons why Plaintiffs were proceeding with summary judgment for three reasons: (1) the strict limitations imposed by the protective order proposed by Defendant made the documents useless to Plaintiffs; (2) the Plaintiffs were disputing they had received all of the records they were seeking; and (3) Defendant had not provided Plaintiffs any assurance they would continue to produce future documents to which Plaintiffs are entitled. (Mendez Aff. Ex. E). The letter identified documents Defendant had not disclosed, including signed, complete federal tax returns for 2024 and 2025 and documentation

of approval of the actual contracts with Capital Vacations. (Id). The letter expressed incredulity in response to Defendant's claims that:

- it didn't have recent financial statements, including balance sheets and profit and loss statements and General Ledger reports with names of payees and payors; and

- it had no information regarding:

    - any contracts between the Association and Global Exchange Vacation Club and/or related entities;

    - minutes, unanimous written consents, emails, certifications or other documentation of the Board's approval of exempting Global Exchange from the two special assessments imposed in 2022 and 2023 or, if no approval was documented, copies of communication between the Association and Global Exchange excusing Global exchange from payment of those assessments; and

    - any notices, communications or other document reflecting Capital Vacations' decision to exercise or not exercise its right to take all or any portion of the 10% holdback reserve of the "key money" because of any material deficiency with respect to the Association's financials and any notices, communications or other documents indicating the amount of money, if any, that Capital Vacations has or is taking back from this reserve and that identify the deficiencies in the Association's financials upon which Capital Vacations relied to take such money.

(Id).

Defendant asserts it searched for its records but was unable to locate additional documents requested by Plaintiffs beyond those already disclosed. (Jensen Aff., Index #23).

Plaintiffs filed a motion and memorandum seeking summary judgment on all counts of the Complaint. Defendants filed a memorandum in opposition.

Summary Judgment Standard

"A motion for summary judgment shall be granted when the pleadings, depositions, answers to interrogatories, and admissions on file, together with the affidavits, if any, show that there is no genuine issue of material fact and that either party is entitled to a judgment as a matter

of law." *Fabio v. Bellomo*, 504 N.W.2d 758, 761 (Minn. 1993); see also Minn. R. Civ. P. 56.03 (2012). To present a genuine issue of material fact, affidavits must be based on personal knowledge and set forth facts that would be admissible in evidence. Minn. R. Civ. P. 56.05 (2012).

On a motion for summary judgment, the facts must be viewed in the light most favorable to the non-moving party. *Hommerding v. Peterson*, 376 N.W.2d 456, 458 (Minn. Ct. App. 1985). The non-moving party has the burden to produce sufficient evidence that would permit a reasonable fact finder to draw different conclusions about an issue of material fact. *Schroeder v. St. Louis County,* 708 N.W.2d 497, 507 (Minn. 2006). However, the non-moving party "may not establish genuine issues of material fact by relying upon unverified and conclusory allegations, or postulated evidence that might be developed at trial, or metaphysical doubt about the facts." *Dyrdal v. Golden Nuggets, Inc.,* 689 N.W.2d 779, 783 (Minn. 2004).

"The district court's function on a motion for summary judgment is not to decide issues of fact, but solely to determine whether genuine factual issues exist." *DLH, Inc. v. Russ,* 566 N.W.2d 60, 70 (Minn. 1997). Where the record as a whole could not lead a rational finder of fact to find for the non-moving party, there is no genuine issue for trial. *Matsushita Elec. Indus. Co., Ltd. v. Zenith Radio Corp.,* 475 U.S. 574, 587 (1986).

Analysis

I. COUNTS I-III: Violation of Bylaws, Minn. Stat. § 317A.461, and Common Law

Counts I, II and III of the Complaint allege Defendant violated the Association bylaws, Minn. Stat. § 317A.461 of the Minnesota Nonprofit Corporation Act and Minnesota common law by refusing to provide Association records to Plaintiffs in response to Plaintiffs' reasonable request. Defendant's opposition to Plaintiffs' motion argues Plaintiffs have not specifically

identified the documents they've been denied or how Defendant improperly prevented the use of the documents disclosed. Defendant's opposition misses the larger issue: Plaintiffs' right to Association documents and Defendant's opposition to disclosing those documents.

A. Violation of Association Bylaws (Count 1)

Plaintiffs rely upon the plain language of the Association's bylaws, which require the Association's "financial records and its other records. . . shall be available for examination by a member or his authorized agent at the principal office of the Association during normal business hours of week days." Bylaws Article X, section 4. The grant of access to "other records" of the Association is a grant of access to all records of the Association and includes contracts to which the Association is a party. See *Harkins v. Grant Park Assoc*., 972 N.W.2d 381, 388 (Minn. 2011) (concluding Minnesota Common Interest Ownership Act's grant of access to "all records" includes "contracts, leases and other agreements to which the association is a party").

B. Violation of Minn. Stat. § 317A.461 (Count 2)

Minnesota's Nonprofit Corporation Act provides for the right of every member to inspect a corporation's books, records and financial statements that are reasonably related to their interests as members. Minn. Stat. § 317A.461 subd. 2. The purpose behind the record access provision of the Act is to facilitate member engagement by ensuring transparency in corporate operations, ensuring broad access to information about corporate operations, and ensuring accountability between the corporation and its members. Allowing the Association to dictate what records it will or will not disclose to members or place limits on how members may use those documents disrupts the ability of members to meaningfully engage in the governance and operation of the Association. "A member or a director who is wrongfully denied access to or copies of documents under this section may bring an action for injunctive relief, damages, and

costs and reasonable attorney fees." *Id*. subd. 7. The Act provides owners the right to inspect the following:

> *correct and complete copies of its articles and bylaws, accounting records, voting agreements, and minutes of meetings of members, board of directors, and committees having any of the authority of the board of directors for the last six years*

Minn. Stat. § 317A.461, subd 1 (emphasis added); and

> Upon request, a corporation shall give the member of the director *a statement showing the financial result of all operations and transactions affecting income and surplus during its last annual accounting period and a balance sheet containing a summary of its assets and liabilities as of the closing date of the accounting period.*

Minn. Stat. § 317A.461, subd. 3 (emphasis added).

The purpose behind the Act is to facilitate member engagement by ensuring transparency in association operations, ensuring broad access to information about association operations, and ensuring accountability between the association and its members. Allowing Defendant to dictate what records it will or will not disclose to members or place unreasonable limits on how members may use those documents, disrupts the ability of members to meaningfully engage in the governance and operation of the association.

Plaintiffs also argue that Minn. Stat. § 317A.461 recognizes Association members to obtain copies of association records, citing Minn. Stat. § 317A.461, subd. 5 and subd. 7, which allow corporations to "charge the requesting party a reasonable fee to cover the expenses of providing copies or documents under this section"; and members who have been "wrongfully denied access to or copies of documents under this section" to seek injunctive relief, damages, costs and reasonable attorney fees. Defendants argue there is no such right under the statute.

The right to examine records would be meaningless if members could not make copies and/or take notes to facilitate future recall of the examined records. Minn. Stat. §317A.461 takes this into account by discussing provision of copies in two separate subdivisions of this statute

addressing access to records. The only reasonable construction of Minn. Stat. § 317A.461 one that includes the right to make copies.

The right to obtain copies is also a part of the common-law right to inspect because that right includes, as incident to the right to examine, the right to make paper copies or take notes or photographs during the inspection. See *Winter v. Playa del Sol, Inc*. 353 So.2d 598 (Fla. 4th DCA 1977) (right to inspect would be "valueless" without right to copy and take notes); *People ex rel. Gibson v. Peller*, 181 N.E.2d 376, 378 (Ill. 1st.Dist, 2nd Div. 1962) (common law right to inspect includes the right to copy and photograph records); Cf. *Clay v. Ballard*, 13 S.E. 262, 263 (Va. 1891) (statute granting right to inspect public documents should be broadly construed to include the right to copy).

It reasonably follows that if the documents or records are maintained in electronic form either instead of or in addition to paper copies, members are entitled to electronic copies of those documents. The Association may charge a reasonable fee to cover expenses of providing copies to members who request them. Minn. Stat. § 317A.461, subd. 5.

C. Violation of Minnesota Common Law (Count 3)

Further supporting Plaintiffs' position is Minnesota's strong common law history supporting the right of access to association documents. *State ex rel. G.M. Gustafson Co. v. Crookston Trust Co.,* 22 N.W.2d 911, 915 (Minn. 1946) (shareholders and corporation members have a common law right to, at all reasonable times and for proper purposes, to inspect corporation books and records). "The common-law right of inspection is part of the common law and has been enforced by all the courts in this country." *State ex rel. Boldt v. St. Cloud Milk Producers' Ass'n.* 273 N.W. 603, 606 (Minn. 1937)(citation omitted). The right rests upon the proposition that those in charge of a corporation are merely the agents of its members, who are

the real owners of the property, and the principle applies to either profit or nonprofit, stock or nonstock corporations. *Id*. at 606-08. The rationale is that a member who possesses an interest in a corporation shall have a voice in its management which the law protects "and the enforcement of which will be aided by an inspection of the books, records, and papers of the corporation." *Id*. at 607. Moreover, courts have recognized that statutory provisions securing the right to inspect books and records are to be regarded as supplemental to the common law right of inspection and not as a restriction upon it. See e.g. *Id*., at 606; *Gustafson,* 22 N.W.2d at 915 (noting no distinction was made between the various classes of corporations with respect to the right of inspection).

D. Collective Consideration of Minn. Stat. § 317A.461, the Bylaws and Minnesota Common Law

Considering the Minnesota statutes, common law and Association bylaws collectively, there is a clear and unequivocal right of Association members to access all Association documents, including contracts to which the Association is a party for any proper purpose. Plaintiffs asserted they were seeking the records for a proper purpose, but Defendant obstructed Plaintiffs' efforts to obtain those records until Plaintiffs gave into Defendant's demand for a protective order. That the Court supported, for the purpose of moving the case forward, the disclosure of the records pursuant to a protective order limiting Plaintiffs use of the records, does not validate Defendant's obstruction. While there continues to be some dispute over the existence of some documents sought by Plaintiffs, record is that Defendant has failed to disclose complete 2024 and 2025 Association tax returns. Even if Defendant, for some reason, failed to retain complete copies of those returns, Defendant should be able to easily obtain copies.

E. Relief Sought in Connection with Undisclosed Records

Plaintiffs' complaint seeks an order that the Association "immediately produce the requested records for inspection and copying, including all contracts, documents, financial records, and materials related to the most recent election." As should be clear from the above sections of this memorandum, Plaintiffs are entitled to all the records they are seeking. But Defendants cannot produce what does not exist. Whether Plaintiffs desire to pursue claim(s) against Defendant in relation to this issue is for Plaintiffs to decide.

II. Declaratory Judgment (Count IV)

Count four of Plaintiff's Complaint seeks declaratory judgment with respect to the following rights and duties:

(a) Plaintiffs have the right to inspect the requested records under the bylaws;
(b) Plaintiffs have the right to inspect the requested records under Minn. Stat. § 317A.461
(c) Plaintiffs have the right to inspect the requested records under Minnesota Common Law;
(d) Defendant has a corresponding duty to produce the records; and
(e) Defendant's refusal to provide records to Plaintiffs violated Minnesota law and the Association's governing documents.

The Declaratory Judgments Act, Minn. Stat. § 555 et seq., establishes the scope and procedures for declaratory judgment. Minn. Stat. § 555.01 provides as follows:

> Courts of record within their respective jurisdictions shall have power to declare rights, status, and other legal relations whether or not further relief is or could be claimed. No action or proceeding shall be open to objection on the ground that a declaratory judgment or decree is prayed for. The declaration may be either affirmative or negative in form and effect; and such declarations shall have the force and effect of a final judgment or decree.

Id. Under the Uniform Declaratory Judgments Act,

> Any person interested under a deed, will, written contract or other writings constituting a contract, or whose rights, status, or other legal relations are affected by a statute, municipal ordinance, contract or franchise may have determined any

> question of construction or validity arising under the instrument, statute, ordinance, contract, or franchise and obtain a declaration of rights, status, or other legal relations thereunder.

Minn. Stat. § 555.02.

As identified from the above Section I, Plaintiffs, and all members of the Association, have the right to inspect the requested records under the bylaws, Minn. Stat. § 317A.461 and Minnesota common law and Defendant has a corresponding duty to produce those records. The refusal to produce Association records upon request is a violation of law and of the Association's governing documents.

Plaintiffs are entitled to Association records. This does not mean Plaintiffs or other members can do whatever they want with the information. The statute restricts the way members may use the information obtained from the Association while granting the Association the ability to seek a protective order. Minn. Stat. 317A.461, subd. 4. The previously issued protective order, however, is vacated because there is no evidence in the record that the Plaintiffs are seeking the records for an improper purpose.

"A proper purpose is one reasonably related to the person's interest as a member or director of the corporation." Minn. Stat. § 317A.461, subd. 2. Minnesota Courts have addressed "proper purpose" in the context of business corporations and held "a prima facie case of good faith purpose is achieved by the mere allegation ... that the information sought is for a proper purpose." *Fownes v. Hubbard Broadcasting*, Inc., 302 Minn. 471, 473, 225 N.W.2d 534, 536 (1975). But that prima facie case of good faith may be "rebutted by evidence of improper motive or purpose." *Id*. at 473–74, 225 N.W.2d at 536. This Court sees no reason to treat "proper purpose" requirement any differently when dealing with nonprofit corporations.

At least as early as November 12, 2025, Plaintiffs asserted they were seeking the records for a proper purpose and identified two specific proper reasons. Defendant, alleged in its Answer,

filed February 3, 2026, that Plaintiffs were seeking information for improper purposes (Answer, ¶ 28) and then arguing at the initial scheduling conference that the primary issue in the case was whether Plaintiffs were seeking records for an improper purpose. Defendant has not presented any evidence of an improper motive or purpose.

III. Injunctive Relief (Count V)

Count V of Plaintiff's Complaint seeks injunctive relief, ordering that Defendant:

(a) Immediately cease obstructing member record-inspection rights;
(b) Be enjoined from withholding any records to which Plaintiffs are entitled under Association bylaws, Minn. Stat. § 317A.461, or Minnesota common law;
(c) Be required to implement and follow lawful and reasonable procedures for responding to member requests; and
(d) Be prohibited from retaliating against Plaintiffs or any Association member who exercises their lawful rights of inspection.

A party seeking a permanent injunction must "establish that [the] legal remedy is not adequate, and that the injunction is necessary to prevent great and irreparable injury." *Cherne Indus., Inc. v. Grounds & Assocs., Inc.,* 278 N.W.2d 81, 92 (Minn. 1979).

The injunctive relief Plaintiffs are seeking are largely just statements of law. Absent an improper purpose on the part of the person seeking access to records, Defendant may not obstruct or restrict the record inspection rights of Association members or otherwise withhold records. Defendant also may not retaliate against members for exercising their lawful rights of inspection. Defendant has a duty to Association members to establish and follow lawful procedures for responding to member access to documents and to not retaliate against members who make those requests. The declaratory judgement affirming the broad scope of access rights of Plaintiffs and Association members combined with declarations affirming those rights and duties should be adequate to ensure that those rights are vindicated.

IV. Attorney Fees

The members, as the owners of the Association, have broad rights of access to association documents and records. Defendant has taken a position adverse to the interest of the Association owners and the law by frustrating and obstructing Plaintiffs' right to those documents.

Both the Minnesota Nonprofit Corporation Act and the Association's Declaration provide for recovery of attorney's fees. "A member or director who is wrongfully denied access to or copies of documents under this section may bring an action for injunctive relief, damages, and costs and reasonable attorney fees." Minn. Stat. § 317A.461, subd. 7. The Declaration provides that owners may bring actions to enforce the covenants of the Declaration or constituent documents, including the bylaws, and may recover attorneys' fees and costs of any such action. (Mendez Aff. Ex. A, p. 17-18).

At the time Plaintiffs commenced this action they specifically alleged the Association violated the Act, the Bylaws and the common law by refusing to disclose or make available records to which they were entitled. Plaintiffs sought, among other things, a declaration that they are entitled to the records and an order prohibiting Defendant from preventing further access or retaliating against Plaintiffs. Defendant eventually agreed to make documents available contingent upon a protective order that prevented Plaintiffs from sharing the document/records with anyone. Although Plaintiffs agreed to the imposition of a temporary protective order to obtain the documents/records, they did so only to facilitate their access to the documents so that this matter could continue to proceed. There is no basis in the record for Defendant's refusal to allow Plaintiffs access to the documents they were seeking or for the imposition of a protective order. Plaintiffs, having succeeded in their summary judgment motion, are entitled to recover their reasonable attorney fees as well as costs and disbursements.

J.M.A.