

STATE OF MINNESOTA
COUNTY OF DAKOTA

DISTRICT COURT
FIRST JUDICIAL DISTRICT

<p>Erik Porten; and Kathleen Porten,</p> <p style="text-align: right;">Plaintiffs,</p> <p>City of Hampton; John Knetter, in his official capacity as Mayor of the City of Hampton; and Kelly Roan, in her official capacity as City Clerk of the City of Hampton,</p> <p style="text-align: right;">Defendants.</p>	<p>Case Type: Civil Other/Miscellaneous</p> <p>Court File No. _____</p> <p style="text-align: center;">COMPLAINT</p>
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INTRODUCTION

1. The Minnesota Government Data Practices Act requires government entities to disclose most data to those who request it. The purpose of the MGDPA, of its federal analog, and of similar sister-state statutes, “is to ensure an informed citizenry, vital to the functioning of a democratic society, needed to check against corruption and to hold the governors accountable to the governed.” *John Doe Agency v. John Doe Corp.*, 493 U.S. 146, 152 (1989). This is critical to good government, to the credibility of the governors, and to the consent of the governed.

2. This case concerns egregious violations of the MGDPA by the City of Hampton, Minnesota, and its officials, with respect to data requests by Plaintiffs Erik and Katie Porten.

3. In 2024, the Portens learned that the City of Hampton was considering issuing permits for a large data center. They wanted to learn more, so they submitted MGDPA requests to the City.

4. What they learned from the City's initial response disturbed the Portens: Hampton had entered a non-disclosure agreement with an unknown data center developer, its Mayor was using non-City email addresses, and the Mayor appeared to have expressed an intent to circumvent the MGDPA and the Open Meeting Law. Concerned about all this, the Portens submitted more data requests in an attempt to get as much information as possible.

5. Defendants have failed to make a remotely complete response to some of the Portens' requests for over a year now. Even the skimpy data Defendants have produced has included redactions, with no legal reasons given for them. At least one redaction was made for transparently political or personal purposes, without any basis under the MGDPA.

6. Defendants' responses also have revealed that the City of Hampton is systematically failing to follow even the most basic data-retention practices required by the MGDPA. For instance, Hampton's Mayor and City councilmembers make near-exclusive use of their personal or non-City email accounts to conduct City business. But the City Clerk, who is responsible for MGDPA compliance, has no ability even to access these accounts—not even in response to MGDPA requests—with the result that a huge proportion of the City's business is entirely hidden from public view, in complete contravention of the MGDPA's requirements.

7. In addition, although the MGDPA requires Hampton to update its data access policy annually, Defendants and their predecessors-in-office have failed to issue any updates for nearly 20 years. And Hampton's Mayor personally redacts the City's responses to MGDPA requests, even though the MGDPA prohibits him from doing so.

8. Although the MGDPA prohibits any fee for inspecting government data, the City responded to the Portens' requests by enacting a resolution purporting to require requesters to pay for inspection, and by attempting to enforce this requirement with respect to inspection requests the Portens had made long before.

9. To top things off, Defendants retaliated against the Portens for these requests, by requiring them to view what data the City produced while standing at the City Clerk's window—in contrast to the more comfortable space Defendants have provided for other data inspections.

10. The Portens bring this action pursuant to the MGPDA to compel responses to their requests, to require Defendants to adopt and follow procedures complying with the MGDPA, and to seek recompense for their considerable lost time and other injuries in responding to the unlawful runaround Defendants have put them through just for exercising their rights under Minnesota law.

PARTIES

11. Plaintiffs Erik and Kathleen Porten, husband and wife, are citizens and residents of Hampton Township, Minnesota.

12. Defendant City of Hampton is a statutory city in Dakota County, Minnesota.

13. Defendant John Knetter is the Mayor of the City of Hampton. On information and belief, he resides in Minnesota. He is sued in his official capacity.

14. Defendant Kelly Roan is the City Clerk for the City of Hampton. She is also the Responsible Authority and the Data Practices Compliance Official for the City of Hampton for purposes of the MGDPA. *See* Minn. Stat. §§13.02, subd. 16 (defining responsible authority); 13.05 (outlining duties of responsible authority); 13.05, subd. 13 (defining data practices compliance official). On information and belief, she resides in Minnesota. She is sued in her official capacity.

JURISDICTION AND VENUE

15. This Court has subject-matter jurisdiction over this action pursuant to the MGDPA, Minn. Stat. §13.08, and the Minnesota Uniform Declaratory Judgments Act, Minn. Stat. §555.01.

16. This Court has personal jurisdiction over Defendants because they are domiciled in Minnesota and all events relevant to the action occurred in Minnesota.

17. Venue is proper in this Court because Plaintiffs reside in this County and the City of Hampton exists in this County. Minn. Stat. §13.08, subd. 3.

ALLEGATIONS

I. Background.

18. This case is about MGDPA requests that the Portens* submitted to the City of Hampton between October 2024 and April 2025.

19. In August 2024, the Portens learned that both Hampton Township and the City of Hampton were holding public meetings on the potential construction of a data center.

20. On September 10, 2024, the Portens attended a City of Hampton meeting and learned that the City was considering a proposal for a 1.5-million-square-foot data center complex to be built in Hampton and Hampton Township.

21. The Portens knew that the construction of such a large facility could have significant effects on a small town like Hampton, so they sought to learn more about the proposed data center by making their first MGDPA requests to the City in October 2024.

22. The City produced data responsive to the Portens' initial requests in November 2024.

23. What they saw in the data concerned the Portens. First, they learned that the City, through its contracted City Engineer Cory Bienfang of Bolton & Menk, Inc., had entered into a non-disclosure agreement with a developer back in February 2024.

* For the sake of convenience, this Complaint typically refers to Mr. and Mrs. Porten interchangeably as "the Portens." The Portens married in 2025, during the time period relevant to this suit, and each data request was made by Mr. Porten or now-Mrs. Porten individually. But all actions by either of the Portens described herein were taken with the cooperation and support of both of them.

24. Second, the Portens also read emails from the Mayor that appeared to express an intent to circumvent the Minnesota Open Meeting Law and the MGDPA by using the City Engineer or the City Clerk as proxies for information.

25. And third, they learned that the Mayor was conducting all this business through non-City email accounts, specifically John.Knetter@fhr.com and JohnKnetter1@aol.com.

26. The fhr.com email address belonged to the Mayor's other, private employer, Flint Hills Resources.

27. Around this time, the Portens also learned that a City councilmember had purchased a gas station that had been struggling financially for years but that was located only a few hundred feet away from the proposed site of the data center the City Council would be voting on.

28. At a December 2024 City Council meeting, the Portens expressed their concerns about the non-disclosure agreement.

29. They were shocked to hear all City councilmembers present deny knowledge of any such agreement.

30. Based on these discoveries, the Portens felt that their attempts to get straightforward answers had been stymied. They were reluctant to simply give up. So they decided to try to get to the bottom of the story by issuing more, and more extensive, MGDPA requests. *See Exhibit 1.*

31. Unfortunately, the City's responses to some of these requests have ranged from woefully inadequate to virtually nonexistent. Worse yet, the City's responses have revealed its systematic failure to fulfill even its most basic data-retention obligations under the MGDPA, and its attempts to impose unlawful and retaliatory burdens on the Portens for bringing these realities to light. The Portens bring this suit to remedy matters.

II. The Portens' January 7, 2025, Data Request.

32. The City of Hampton does not provide personal email accounts to any of its officials. Instead, to the extent the Mayor and City councilmembers use email to conduct official business, they do so primarily through other email accounts not issued by the City.

33. The only official email address that the City maintains is a shared address, CityofHampton@midconetwork.com.

34. The Portens learned this in late 2024. In particular, through their initial October 2024 data requests to the City, they learned that the Mayor had used the email addresses John.Knetter@fhr.com and JohnKnetter1@aol.com in connection with his mayoral duties and work.

35. Hampton's response to the Portens' October 2024 data requests also revealed that the Mayor had first been approached about the proposed data center in or around January 2024.

36. Accordingly, in an attempt to learn about the Mayor's conduct of official business, on January 7, 2025, the Portens submitted an MGDPA request to the City Clerk, seeking to inspect City-related emails to and from the Mayor's fhr.com and aol.com addresses going back to January 2024. **Exhibits 2 & 3.**

37. The City Clerk acknowledged receipt of this request the following day.

38. The Portens heard nothing further from the City until six weeks later, when the City Clerk told them that "I don't have any to share" but that Cory Bienfang at Bolton & Menk, the City's contracted engineer, was working on the request. **Exhibit 2.**

39. Two months after the request, during the week of March 10, 2025, the City Clerk informed Mr. Porten that the collection of data responsive to the Portens' request had been completed, but that the Mayor wanted to read through his emails before they were released for inspection.

40. The Mayor did more than just read through the emails. At the Hampton City Council meeting on Tuesday, March 11, 2025, Mayor Knetter proposed a new fee schedule

for MGDPA data requests that would “charge requesters the same hourly rate the city pays Bolton & Menk for retrieving [] data.”

41. At that same meeting, the City Council unanimously enacted the schedule, which was described in the City Clerk’s minutes of the meeting as “ensuring that the costs of extensive data searches are borne by the requesters, not the city.” *See* Randolph-Hampton-Castle Rock Messenger, *Hampton City Council Meeting – March 11, 2025* (posted May 9, 2025), <https://randolphmn.com/stories/hampton-city-council-meeting-march-11-2025,108713>.

42. On March 24, 2025, the City Clerk emailed the Portens that Mayor Knetter had “review[ed] the emails and deemed them good to go,” but that she “need[ed] to double check with him” about “[t]he fees for data requests” before allowing their inspection.

Exhibit 2.

43. On Thursday, April 3, 2025, City Clerk Roan again emailed that the Portens’ data inspection would not be permitted yet because she was “still ironing out the fees” and needed to consult with the Mayor about them. **Exhibit 2.**

44. On May 14, 2025—well over four months after the Portens’ request—City Clerk Roan emailed the Portens to say that “part of” the January 7 data was ready for inspection. But City Clerk Roan now stated that “the rest of the emails are still under review by [Mayor Knetter].” **Exhibit 4; contra Exhibit 2** (March 24, 2025 email).

45. On May 15, the Portens appeared at the Hampton City Hall to inspect the available portion of the data.

46. On their arrival, City Clerk Roan told them that the Mayor had ordered they must inspect the data while standing at the City Clerk’s window.

47. In the past, the City had allowed data requesters (including the Portens) to inspect data in the City Hall “community room,” which includes chairs, tables, and the like.

48. The Portens complied with the City Clerk’s instructions and stood at her window for over an hour on May 15 inspecting the partial data.

49. On May 21, 2025—nearly four and a half months after their request—the Portens inspected the remaining data the City produced in response to their January 7 data request.

50. On May 21, the City Clerk again required the Portens to inspect the data standing at her window, which they again did for nearly an hour.

51. All of the emails produced by the City for inspection in response to the Portens' January 7 request had been sent to or from either a Bolton & Menk employee email address or CityofHampton@midconetwork.com. **See Exhibits 4 & 6.**

52. The City completely failed to search Mayor Knetter's actual email accounts in response to the Portens' January 7 request.

53. The City thus completely failed to produce responsive emails that the Mayor sent to, or received from, anyone other than Bolton & Menk accounts or CityofHampton@midconetwork.com.

54. The emails produced by the City for inspection in response to the Portens' January 7 request also included redactions, none of them with any explanation or statutory reference.

55. As City Clerk Roan told Mr. Porten, Mayor Knetter personally made these redactions.

56. The City produced several copies of one email for the Portens' inspection—one with redactions and others without—showing that the only redacted sentence was from an email that Mayor Knetter's son, the City's Water/Sewer Superintendent, had written to the Mayor and to Bolton & Menk employees. In the once-redacted sentence, the Mayor's son wrote that "I don't want to send the [State] a hillbilly looking word document." **Exhibit 5.** The redacted version provided no reason for this redaction.

57. Mayor Knetter's only apparent reasons for wanting to hide this language from public view were a political desire to avoid giving offense or a personal desire to

avoid making his son appear unprofessional. Neither is remotely a lawful basis for withholding information under the MGDPA.

58. Neither Defendants nor anyone else has ever explained the basis for this redaction or any of the others.

59. Mr. Porten asked the City Clerk about the redactions during his inspection of the data, and she responded only that the Mayor personally made them.

60. On May 21, 2025, the Portens emailed the City Clerk, asking her to confirm whether all available data had been produced for their inspection and to ensure that no data responsive to open requests was deleted until all Mayor Knetter's email accounts had been searched. **Exhibit 4.**

61. The City Clerk never responded to this email.

62. The Portens repeated their requests to the City Clerk later in 2025, **Exhibit 6**, but neither she nor the City has ever confirmed that Mayor Knetter's actual email accounts have been searched for responsive data, or that the City has produced all responsive data for inspection.

63. To date, Defendants have not produced any further data for the Portens' inspection in response to their January 7, 2025, request.

III. The Portens' April 17, 2025, Data Requests.

64. On April 17, 2025, the Portens submitted two additional data requests to the City Clerk.

65. These requests sought to inspect City-related emails sent or received by City councilmembers, and City-related emails sent or received by John.Knetter@fhr.com or JohnKnetter1@aol.com, for a certain period in early 2025. **Exhibits 7-9.**

66. The City Clerk did not acknowledge receipt of these requests until six days later, on April 23, 2025.

67. At that point, she told the Portens that they needed to give “full consent” to paying any fees the City might demand before she would act further on their requests.

Exhibit 7.

68. The next day, the Portens responded asking for the approximate amount of the fees they would have to pay. **Exhibit 7.**

69. The Portens heard nothing back for a week, at which point they repeated their inquiries. **Exhibit 7.**

70. The City Clerk never responded to either of these emails.

71. On May 19, 2025, legal counsel to the City of Hampton stated that the Portens’ data should be available for inspection and copying “this week.”

72. But although the Portens appeared at City Hall on May 21 to review the remaining data that the City had produced in response to their January request, the City did not make any data responsive to their April requests available for inspection at that time.

73. Nearly two months after their April requests—on June 12, 2025—Mr. Porten again visited Hampton City Hall in person and asked the City Clerk about the status of these requests.

74. City Clerk Roan told Mr. Porten that the requests were on the “back burner” and that she was waiting on Bolton & Menk personnel.

75. As the Portens later learned, the City Clerk had not even forwarded the requests to Bolton & Menk until more than a month after the Portens submitted them.

76. As the Portens also later learned, later in June 2025 Cory Bienfang of Bolton & Menk wrote to the City Clerk stating that “We ‘Bolton & Menk’ have no data to contribute to this request,” because it sought “emails coming into and out of email addresses either owned by the City or owned by other non-BMI individuals,” and so Bolton & Menk would “not ... take any further action on this request.”

77. For more than five months after the City Clerk received that message from Bolton & Menk, she—and all Defendants—wholly failed to communicate with the Portens with respect to their April 17 requests.

78. By November 20, 2025, more than seven months had passed since the Portens made their April 17 requests, and they had received no substantive response whatsoever. They again emailed the City Clerk asking about the status of the requests.

Exhibit 6.

79. Four days later, the City Clerk replied stating that the responsive documents were ready for inspection. **Exhibit 6.**

80. The following week, the Portens visited Hampton City Hall to inspect data responsive to their April 17 data requests.

81. In response to the April 17 request, the City produced exactly one unredacted email for inspection from Mayor Knetter's accounts.

82. In response to the April 17 request, the City produced only a few pages of emails from City councilmembers' email accounts.

83. To the Portens' recollection, once again, all of these City councilmembers' emails had been sent to or from CityofHampton@midconetwork.com or a Bolton & Menk email address.

84. As City Clerk Roan told the Portens when they appeared to inspect the data, she did not search any email account of the Mayor or any City councilmember in response to the Portens' April 17 requests, nor did she even ask City councilmembers to conduct such searches themselves.

85. The City completely failed to search Mayor Knetter's actual email accounts, or the City councilmembers' actual email accounts, in response to the Portens' April 17 requests for documents from those accounts.

86. Indeed, as City Clerk Roan also told the Portens when they appeared to inspect the data, she cannot even *access* Mayor Knetter's fhr.com email account

87. On information and belief, City Clerk Roan cannot access Mayor Knetter's aol.com account, or any City councilmember's account, either.

88. To date, Defendants have not produced any further data for the Portens' inspection in response to their April 17, 2025 requests.

CLAIMS FOR RELIEF

COUNT ONE

Noncompliance With Data Requests

Minn. Stat. §§13.03, subs. 1 & 2(a); 13.08, subd. 2 & 4

89. Plaintiffs incorporate by reference each of the above allegations.

90. The MGDPA requires a government entity to “insure that requests for government data are received and complied with in an appropriate and prompt manner.” Minn. Stat. §13.03, subd. 2(a). Its implementing rules reiterate that “the responsible authority shall provide for a response to a request for access within a reasonable time.” Minn. R. 1205.0300.

91. Defendants did not comply with Plaintiffs' January 7 or April 17 data requests in an appropriate or prompt manner, and did not respond to those requests within a reasonable time.

92. Specifically, Defendants entirely failed to produce for inspection large categories of data that were responsive to Plaintiffs' requests, and that were not protected from disclosure by any provision of law.

93. Additionally, even the data that Defendants did produce contained numerous redactions for which no lawful basis existed or exists.

94. Even the responses that Defendants made took many months, which was not a prompt or reasonable response time for these requests.

95. It further was inconsistent with the MGDPA's promptness and reasonable-time requirements for Defendants to delay production of data for Plaintiffs' inspection in

order to seek payment of fees from them, or in order to allow the Mayor to review and redact the data.

96. Defendants committed these violations of the MGDPA willfully and intentionally.

97. Plaintiffs are entitled to disclosure of the requested data pursuant to Minn. Stat. §§13.03, subd. 1, and 13.08, subds. 2 & 4.

COUNT TWO

Failure to Update Data Access Policy

Minn. Stat. §§13.025, subd. 2; 13.08, subd. 2; 555.01; 555.08

98. Plaintiffs incorporate by reference each of the above allegations.

99. The MGDPA requires each government entity's "responsible authority [to] prepare a written data access policy and update it no later than August 1 of each year, and at any other time as necessary to reflect changes in personnel, procedures, or other circumstances that impact the public's ability to access data." Minn. Stat. §13.025, subd. 2.

100. In 2025, in response to Plaintiffs' request for the City's written data access policy, the City Clerk provided them with the "City of Hampton Policy and Procedures for the Minnesota Government Data Practices Act," dated as adopted on June 13, 2006.

101. Defendants and their predecessors in office have failed to update the City of Hampton's written data access policy for nearly 20 years.

102. This failure has harmed Plaintiffs by giving rise to some or all of the many other breaches of the MGDPA described herein.

COUNT THREE

Failure to Keep Records and Establish Procedures

Minn. Stat. §§13.03, subds. 1 & 2; 13.08, subd. 2; 555.01; 555.08

103. Plaintiffs incorporate by reference each of the above allegations.

104. The MGDPA requires each government's responsible authority to "keep records containing government data in such an arrangement and condition as to make them easily accessible for convenient use," and to "establish procedures, consistent with this chapter, to insure that requests for government data are received and complied with in an appropriate and prompt manner." Minn. Stat. §13.03, subs. 1 & 2.

105. Although the City of Hampton's Mayor and councilmembers regularly perform their official City duties using their personal email accounts or other email accounts not issued or maintained by the City, the City's responsible authority has no ability to access or search any of those email accounts.

106. Defendants therefore have willfully and intentionally failed to keep records containing the City's data in a way that makes them easily accessible for use, or to establish procedures to insure appropriate and prompt compliance with MGDPA requests.

107. This failure has harmed Plaintiffs by giving rise to some or all of the many other breaches of the MGDPA described herein. In particular, this failure has resulted in the City's failure to produce many emails responsive to Plaintiffs' MGDPA requests that the City was legally required to produce.

COUNT FOUR

Unreasonable and Retaliatory Inspection Conditions

Minn. Stat. §§13.03, subd. 3(a); 13.08, subs. 1 & 2; 555.01; 555.08

108. Plaintiffs incorporate by reference each of the above allegations.

109. The MGDPA requires Defendants to allow data requesters "to inspect and copy public government data at reasonable times and places." Minn. Stat. §13.03, subd. 3(a).

110. A local government fails in this duty when it retaliates against an MGDPA request or requester that it dislikes by requiring the inspection to take place at a less

convenient time, place, or manner than it would have permitted for another request or requester.

111. Defendants required Plaintiffs to inspect hundreds of pages of data, over multiple hours, while standing at the City Clerk's window.

112. This requirement was objectively unreasonable.

113. This requirement also was retaliatory: Defendants willfully and intentionally imposed it because they disliked the Portens and/or their requests in particular, whereas Defendants have permitted other data inspections to occur in the more convenient venue of the City Hall community room.

114. Defendants committed these violations of the MGDPA willfully and intentionally.

COUNT FIVE

Illegal Data-Inspection Fees

Minn. Stat. §§13.03, subd. 3(a); 13.08, subs. 1 & 2; 555.01; 555.08

115. Plaintiffs incorporate by reference each of the above allegations.

116. Under the MGDPA, "the responsible authority may not assess a charge or require the requesting person to pay a fee to inspect data." Minn. Stat. §13.03, subd. 3(a).

117. As described above, a resolution of the City Council of the City of Hampton passed on March 11, 2025, requires that data-retrieval fees be charged to requesters even when all they seek is inspection of data.

118. This is a facial and willful violation of Minn. Stat. §13.03, subd. 3(a).

119. Defendants attempted to require Plaintiffs to pay these illegal fees for inspecting data pursuant to their January and April 2025 requests, and significantly delayed the production of data for Plaintiffs' inspection as a result of these attempts.

120. The City's fee requirement also purports to apply to future data-inspection requests that the Portens might submit.

COUNT SIX
Illegal Redactions

Minn. Stat. §§13.03, subs. 1 & 3(f); 13.08, subs. 1 & 2; 555.01; 555.08

121. Plaintiffs incorporate by reference each of the above allegations.

122. The MGDPA allows data responsive to a request to be redacted or otherwise withheld only when it is “classified by [law] as nonpublic or protected nonpublic, or with respect to data on individuals, as private or confidential.” Minn. Stat. §13.03, subd. 1.

123. The MGDPA further requires that, “[i]f the responsible authority or designee” denies access to information on this basis, she must “cite the specific statutory section, temporary classification, or specific provision of federal law on which the determination is based.” *Id.* subd. 3(f).

124. Defendants made numerous redactions to the data they produced for Plaintiffs’ inspection, without ever purporting to identify any statute, temporary classification, or federal-law provision on which the redactions were based.

125. This willfully and intentionally violated the MGDPA.

COUNT SEVEN
Unauthorized Redactions

Minn. Stat. §§13.03, subd. 3(f); 13.08, subs. 1 & 2; 555.01; 555.08

126. Plaintiffs incorporate by reference each of the above allegations.

127. Under the MGDPA, the Mayor has no authority to redact data before it is produced to a requester.

128. Under the MGDPA, only a government entity’s responsible authority or her designee may review data for production and redact or otherwise withhold responsive data from a requester.

129. Under the rules implementing the MGDPA, data-practices designees must be “staff” of the relevant government entity. Minn. R. 1205.1100, subp. 1.

130. The City of Hampton's responsible authority has not designated the Mayor a data-practices designee.

131. The responsible authority could not lawfully designate the Mayor in that way, because he is not "staff" of the City.

132. By nevertheless allowing the Mayor to redact data responsive to Plaintiffs' data requests, Defendants committed an arbitrary, retaliatory, and willful violation of the MGDPA.

133. This violation harmed Plaintiffs because the Mayor made redactions to the data produced for their inspection, including redactions to protect the Mayor's personal and political interests, that the responsible authority or her lawful designee would not have made.

PRAYER FOR RELIEF

WHEREFORE, Plaintiffs respectfully pray that this Court:

- A. Order a jury trial, which is hereby demanded, on any issues so triable.
- B. Enter judgment declaring that:
 - a. Defendants have not provided the data that the MGDPA requires them to provide in response to Plaintiffs' January and April 2025 requests;
 - b. Defendants did not provide the required data within a reasonable time;
 - c. The data produced by Defendants for Plaintiffs' inspection includes redactions that are not authorized under the MGDPA;
 - d. Defendants have failed to update the City of Hampton's data request policy as required by the MGDPA;
 - e. The Hampton City Clerk has failed to keep records or establish proper procedures, as required by the MGDPA, insofar as she has no ability to access or search email accounts used by the Mayor and City councilmembers to conduct official City business;
 - f. The time, place, and manner of Defendants' production of data for Plaintiffs' inspection were unlawful under the MGDPA because they were objectively unreasonable;
 - g. The time, place, and manner of Defendants' production of data for Plaintiffs' inspection were unlawful under the MGDPA because they were retaliatory;
 - h. The City of Hampton's March 11, 2025, data-request fees resolution and schedule are invalid under the MGPDA insofar as they apply to requests to inspect data;

i. Defendants violated the MGPDA by failing to cite the specific legal provision(s) supporting each redaction in the data they produced for Plaintiffs' inspection;

j. The Mayor violated the MGDPA by personally redacting data from the production for Plaintiffs' inspection, and the other Defendants violated the MGDPA by permitting him to do so; and

k. Each of these violations of the MGDPA was willful and intentional.

C. Enter judgment enjoining and requiring that:

a. Defendants make available for inspection complete responses to Plaintiffs' January 7 and April 17, 2025 data requests—including emails from all requested accounts used by Mayor Knetter and any City councilmembers, and with each and every redaction supported by a specific citation to State or federal law—within 60 days of judgment, with the inspection to take place in the community room of the Hampton City Hall or another facility in the City of Hampton with comparable accommodations;

b. The Hampton City Clerk update the City's data access policy within 60 days of judgment, and at least once by August 1 in each calendar year thereafter;

c. The Hampton City Clerk establish procedures within 60 days of judgment ensuring that she has access to all email accounts used to conduct official City business;

d. Whenever Defendants, or those acting on behalf of or in concert with Defendants, produce data totaling more than five pages in response to a request for inspection under the MGDPA, they must provide at least a table and chair in an indoor space with adequate light, climate control, and restroom facilities for the requester to use for the inspection;

e. Defendants, and anyone acting on behalf of or in concert with Defendants, not enforce, or take any action seeking to enforce, the City's data-

request fees schedule adopted on March 11, 2025, with respect to any MGDPA request to inspect data, nor charge or take any action seeking to charge any fee to a requester in connection with any MGDPA request to inspect data; and

f. The Mayor not redact, and the other Defendants not permit him to redact, data from any future production in response to an MGDPA request.

D. Enter judgment imposing a civil penalty on the City of \$1,000 per MGDPA violation, or whatever amount the Court deems appropriate.

E. Enter judgment awarding Plaintiffs compensatory damages in an amount exceeding \$1,000 to be proven at trial, for lost time, out-of-pocket expenses, and emotional distress and humiliation.

F. In the alternative, enter judgment awarding Plaintiffs nominal damages of \$1 per violation of the MGDPA.

G. Enter judgment awarding Plaintiffs exemplary damages of \$15,000 per willful MGDPA violation, or whatever amount the Court deems appropriate.

H. Enter judgment awarding Plaintiffs their reasonable attorneys' fees incurred in this matter, pursuant to Minn. Stat. §13.08, subs. 1 & 4.

I. Enter judgment ordering an award of costs pursuant to Minnesota Statutes §555.10.

And

J. Order such additional relief as the Court may deem just and proper.

March 11, 2026

**UPPER MIDWEST LAW
CENTER**

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ACKNOWLEDGMENT

The undersigned acknowledges that sanctions may be imposed pursuant to Minn.
Stat. §549.211, subd. 3.

March 11, 2026

/s/ Nicholas J. Nelson
Nicholas J. Nelson