

**BEFORE THE PUBLIC UTILITY COMMISSION  
OF OREGON**

UM 2305

GREEN SOLAR LLC,

Complainant,

vs.

PACIFICORP, dba PACIFIC POWER

Defendant.

ORDER

DISPOSITION: MOTION FOR INTERIM RELIEF GRANTED SUBJECT TO  
CONDITION

**I. BACKGROUND AND PROCEDURAL HISTORY**

On April 12, 2024, Green Solar LLC filed a complaint against PacifiCorp, dba Pacific Power, under OAR 860-082-0085 regarding enforcement of an interconnection agreement.<sup>1</sup> In the complaint, Green Solar stated that it reserved its right to amend its complaint to raise additional issues, including challenges to interconnection costs and scope of work. On April 26, 2024, PacifiCorp filed its answer to the complaint. On May 2, 2024, the Commission held a conference under OAR 860-082-0085(10) to discuss the complaint, answer, and the need for further process. On May 8, 2024, the parties filed written statements in support of their respective positions on the need for further process. Additionally, the Commission held a conference on May 15, 2024, to discuss the status of interconnection for Green Solar.

On May 16, 2024, Administrative Law Judge (ALJ) Sarah Spruce issued a ruling finding that the complaint raised three issues: (1) whether Green Solar is entitled to an order directing PacifiCorp to complete interconnection; (2) the need to amend the interconnection agreement, including the inclusion of Green Solar's proposed reservation of rights language; and (3) whether PacifiCorp should be subject to penalties. ALJ Spruce

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<sup>1</sup> On April 15, 2024, Green Solar filed supplemental exhibits supporting the testimony submitted with the complaint.

found that there was sufficient information for the Commission to consider the issue of immediate interconnection but insufficient information to address the remaining issues.

On June 7, 2024, PacifiCorp filed an update stating that Green Solar's interconnection was complete. On June 14, 2024, ALJ Spruce issued a memorandum directing Green Solar to file a letter stating whether it intended to amend the complaint or withdraw any of the remaining issues raised in its complaint, consistent with discussions at a conference held May 2, 2024.

On June 26, 2024, Green Solar filed a motion to hold the case in abeyance pending receipt and review of the final interconnection invoices from PacifiCorp. PacifiCorp did not oppose the motion. On June 27, 2024, ALJ Spruce issued a ruling suspending the procedural schedule and directing the parties to file a status update by January 31, 2025.

On January 31, 2025, Green Solar filed a motion to continue the abeyance, and PacifiCorp filed a status update and a motion to the end the abeyance. On February 7, 2025, Green Solar filed a response to PacifiCorp's motion, and on February 13, 2025, Green Solar filed a supplemental response to the motion. On February 13, 2025, PacifiCorp filed a reply to Green Solar's response. On February 25, 2025, ALJ Spruce issued a ruling granting continuing the abeyance for two additional months to allow the parties to review the complete and final invoices. ALJ Spruce directed the parties to file status updates on March 31, 2025.

On March 31, 2025, Green Solar filed an update and requested an order requiring PacifiCorp to provide information. On March 31, 2025, PacifiCorp filed a status update and request to end the abeyance. On April 4, 2025, ALJ Spruce issued a ruling ending the abeyance and establishing a deadline of June 13, 2025, for Green Solar to indicate whether it intended to amend its complaint and for PacifiCorp to determine whether it intended to file a cross complaint. As part of this ruling, ALJ Spruce stated that the parties may issue discovery regarding the invoices and any issue related to the interconnection agreement and interconnection facilities consistent with the Commission's rules. ALJ Spruce stated that the parties could request a procedural conference to discuss the need for additional process or resolve any discovery disputes.

On May 19, 2025, PacifiCorp filed a letter stating that it had sent Green Solar a notice of breach of the interconnection agreement (IA) for nonpayment and that Green Solar had until July 18, 2025, to cure the breach. On June 4, 2025, Green Solar filed a request for a procedural conference to resolve a discovery dispute, which ALJ Spruce granted on June 5, 2025. Green Solar filed a brief in support of its request on June 6, 2025, and PacifiCorp filed a response to Green Solar on June 9, 2025. ALJ Spruce held the

conference on June 10, 2025.<sup>2</sup> At this conference, Green Solar indicated that it may seek interim relief to prevent termination of the IA. On June 11, 2025, ALJ Christopher Allwein issued a ruling on behalf of ALJ Spruce moving the deadline for the parties to amend the complaint or file a cross complaint to July 11, 2025. On June 20, 2025, Green Solar filed a motion for interim relief requesting that the Commission direct PacifiCorp not to terminate the IA until this complaint is resolved. On June 26, 2025, PacifiCorp filed a response in opposition to Green Solar's motion. On July 1, 2025, Green Solar filed a reply to PacifiCorp's response.

## II. POSITIONS OF PARTIES

### A. Green Solar

Green Solar argues that the Commission has consistently looked to the standards for preliminary injunctions established by ORCP 79A. Green Solar asserts that in a recent order, the Commission cited to the Oregon Supreme Court decision in *Elkhorn Baptist Church v. Brown*, which stated that:

When determining whether to issue a preliminary injunction, courts consider, among other things, the likelihood that the party requesting the injunction will ultimately prevail on the merits of its claim and whether, if the injunction is not issued, the party will be irreparably harmed during the litigation of the claim. *State ex rel. v. Mart*, 135 Or 603, 613, 283 P 459 (1931); *City of Portland v. Baker*, 8 Or 356, 365 (1880). Courts also balance the harm to the movant against harm to the opposing party and the public if the injunction is issued. *State ex rel. v. Duncan*, 191 Or 475, 500, 230 P2d 773 (1951); *Booth-Kelly Lumber Co. v. Eugene*, 67 Or 381, 384, 136 P 29 (1913).<sup>3</sup>

Green Solar contends that the Commission has applied this standard to an interconnection customer seeking interim relief to prevent a utility removing the customer from the interconnection queue. Green Solar also argues that “the Commission has the ability but not the obligation” to apply this standard.<sup>4</sup> Green Solar asserts that the Commission has

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<sup>2</sup> At that conference, ALJ Spruce stated that Green Solar had until June 16, 2025, to file a reply on the discovery issues, after which she would decide on any discovery issues not resolved by the parties. On June 16, 2025, Green Solar filed a reply to Green Solar's response on the discovery issues. In that reply, Green Solar stated that it did not intend to file a reply and was working with PacifiCorp to narrow the discovery requests. Green Solar stated that it would withdraw its request for PacifiCorp to provide additional information if PacifiCorp provided the information in response to the narrowed requests, and that if the parties did not reach an agreement, Green Solar would file a reply.

<sup>3</sup> Green Solar Motion for Interim Relief at 12 (June 20, 2025), quoting *Pilot Rock Solar 1, LLC et al. v. PacificCorp*, Docket No. UM 2322, Order No. 24-328 at 2 (Sept. 24, 2024), quoting *Elkhorn Baptist Church v. Brown*, 366 Or 506, 518-19 (2020).

<sup>4</sup> *Id.* at 13.

also issued orders finding that it may grant interim relief on the basis of concrete and imminent harm to customers as opposed to the party itself.

Green Solar argues that PacifiCorp is overreaching by seeking to terminate the contract prior to the determination of actual costs. Green Solar maintains that it is preparing to amend its complaint to ask the Commission to determine the actual costs of interconnection. Green Solar asserts that PacifiCorp wrongly interprets the IA as giving PacifiCorp sole discretion to determine actual costs contrary to the actual wording of the IA.

Green Solar maintains that termination of its IA would cause irreparable harm to both Green Solar and its Community Solar Program subscribers. Green Solar contends that termination would prevent it from generating for subscribers to the program, which is “the type of harm that does not lend itself to a complete legal remedy.”<sup>5</sup> Green Solar further asserts that PacifiCorp is a regulated entity that the Commission has a duty to hold to its statutory obligations, and Green Solar must rely on the Commission to vindicate its rights.

Green Solar argues that requiring an interconnection customer to pay all costs regardless of reasonableness or risk disconnection during the dispute would signal to utility companies that they can run up costs beyond the budget and demand payment without justifying those costs. Additionally, Green Solar asserts that breach is a “nuclear option” available to PacifiCorp with no analogous remedy available to Green Solar under the IA.

Green Solar requests that if the Commission denies its motion, it should provide additional time for Green Solar to make a full payment given the size of the amount allegedly owed and the short amount of time remaining before July 18, 2025.

Green Solar maintains that PacifiCorp has made a “bootstrapped argument” by resting its breach claims on the conclusion that PacifiCorp is both correct in its legal conclusion that it alone determines actual costs under the IA and factual conclusion that the costs are all reasonable.<sup>6</sup> Green Solar asserts that PacifiCorp’s interpretation is inconsistent with OAR 860-082-0035, which only obligates a customer to pay reasonable costs.

Responding to PacifiCorp, Green Solar maintains that it is likely to succeed on the merits of its amended complaint once it files it and that Green Solar has been clear about its intent to amend the claim.

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<sup>5</sup> *Id.* at 20.

<sup>6</sup> Green Solar Reply to PacifiCorp’s Response at 5-6.

**B. PacifiCorp**

PacifiCorp agrees with Green Solar that the Commission consistently looks to ORCP 79A to evaluate interim relief. PacifiCorp further argues that under Oregon law preliminary injunctions are an “extraordinary remedy” that place a “significant burden of proof” on the movant to justify it.<sup>7</sup> PacifiCorp notes that Green Solar has not yet filed a claim against PacifiCorp regarding interconnection costs. PacifiCorp argues that it is impossible to determine Green Solar’s “likelihood of success on the merits” for a claim it has not yet asserted.<sup>8</sup> PacifiCorp contends that Green Solar has not provided any evidence, testimony, or allegation that any costs incurred were unreasonable. PacifiCorp asserts that ORCP 79A requires a claim before consideration of injunctive relief.

PacifiCorp maintains that Green Solar is not likely to succeed on the merits of its argument that the costs invoiced by PacifiCorp to Green Solar are not actual costs under the IA. PacifiCorp asserts that by definition the actual costs in the IA can only be determined by PacifiCorp because the costs are those incurred by the utility to complete interconnection.

PacifiCorp asserts that Green Solar should not be granted injunctive relief to solve a harm that it could have mitigated by paying the invoices. PacifiCorp contends that Green Solar’s alleged irreparable harm is loss of revenue and that the Oregon courts have held that “[p]urely economic harm is not irreparable harm.”<sup>9</sup> PacifiCorp maintains that even the worst-case harm scenario posited by Green Solar—disconnection from the system or termination of the IA—could be quickly resolved by paying the outstanding amounts.

PacifiCorp maintains that granting injunctive relief in this case would “signal[] to parties that they can evade contractual payment obligations simply by filing a dispute resolution complaint.”<sup>10</sup> PacifiCorp argues that this would be poor policy and is not “what the Commission had in mind when it approved the payment, breach, and default provisions of the IA” in 2009.<sup>11</sup> Regarding Green Solar’s request for additional time to procure funds if the motion is denied, PacifiCorp maintains that Green Solar could have started assembling the necessary funds when it received the notice of breach on May 19, 2025.

**III. RESOLUTION**

At the time of Green Solar’s motion and this order, we have before us a complaint involving three issues, as identified by the ALJ. One of those issues—immediate

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<sup>7</sup> PacifiCorp Response in Opposition to Green Solar Motion at 12.

<sup>8</sup> *Id.*

<sup>9</sup> *Id.* at 16, quoting *Kessler v. City of Portland*, 340 Or App 185, 197 (2025).

<sup>10</sup> *Id.* at 21.

<sup>11</sup> *Id.*

interconnection of Green Solar’s facility—is now moot. It is not clear whether Green Solar intends to pursue either of the remaining two issues from its original complaint seeking interconnection. Green Solar has stated its intention to amend its complaint to dispute interconnection costs, but the Commission is not yet in receipt of that amended complaint.


In the absence of a complaint, we are unable to evaluate the merits of a claim. While there remains a complaint in this docket, neither of the two remaining issues presented by that complaint would form the basis for interim relief requested.

We understand, however, that Green Solar intends to file an amended complaint by July 11, 2025, consistent with the deadline established by the ALJ. If Green Solar amends its complaint to make additional claims regarding the outstanding costs by the July 11, 2025 deadline, we will grant temporary interim relief for 30 days for the purpose of providing time for the Commission to review the motion for interim relief in full on the merits. If Green Solar files its amended complaint by July 11, 2025, PacifiCorp is ordered not to terminate Green Solar’s IA for a period of 30 days, or until such time as the Commission issues a ruling or order on the initial motion, whichever shall occur first.

#### IV. ORDER

IT IS ORDERED that Green Solar LLC’s request for interim relief against PacifiCorp, dba Pacific Power, is granted on the condition that it files an amended complaint by July 11, 2025.

Made, entered, and effective Jul 08 2025.



**Letha Tawney**  
Chair



**Les Perkins**  
Commissioner




**Karin Power**  
Commissioner