

STATE OF MINNESOTA  
COUNTY OF YELLOW MEDICINE

DISTRICT COURT  
EIGHTH JUDICIAL DISTRICT

Case Type: Civil Other  
(Consumer Protection)

State of Minnesota, by its Attorney General,  
Keith Ellison,

Court File No. \_\_\_\_\_

Plaintiff,

**COMPLAINT**

vs.

Minnesota Valley Cooperative Light and Power  
Association,

Defendants.

The State of Minnesota, by its Attorney General, Keith Ellison, for its complaint against the Defendant, alleges as follows:

### **INTRODUCTION**

1. Minnesota Valley Cooperative Light and Power Association (“Defendant”) is a member-owned electrical cooperative whose members expect it to follow the law.
2. Defendant is granted a state-sanctioned monopoly on electrical service over a territory in exchange for lawfully providing service to individuals in that territory.
3. C.W. is a Minnesota consumer that relies on Defendant for electrical service. C.W. relies on medicine and medical equipment which need electricity to properly function.
4. Black letter law requires Defendant to provide consumers like C.W. electrical service, even when they cannot pay, because the alternative could mean death or serious injury.
5. The Attorney General’s Office (“AGO”) contacted Defendant and requested that it comply with the law. Defendant told the AGO it would not.

6. The Minnesota Attorney General now brings this action to enforce Minnesota law, protect the health and safety of the public, and obtain relief against Defendant's misconduct.

### **PARTIES**

7. Keith Ellison, the Attorney General of the State of Minnesota, is authorized under Minnesota Statutes Chapter 8 and has common law authority, including *parens patriae* authority, to bring this action to enforce Minnesota law, vindicate the state's sovereign and quasi-sovereign interests, and to remediate all harm arising out of—and provide full relief for—violations of Minnesota's laws.

8. Defendant Minnesota Valley Cooperative Light and Power Association is a domestic cooperative organized under Chapter 308A with a registered business address of 501 South 1<sup>st</sup> Street, PO Box 248, Montevideo, Minnesota 56265.

### **JURISDICTION AND VENUE**

9. This Court has subject matter jurisdiction over this action pursuant to Minnesota Statutes sections 8.01 and 8.31, and common law, including the State's *parens patriae* authority.

10. This Court has personal jurisdiction over Defendant because it is domiciled in Minnesota and is registered with the Minnesota Secretary of State, and because it regularly transacts business in Minnesota and has committed or has threatened to commit acts that would violate Minnesota law in Minnesota.

11. Venue in Yellow Medicine County is proper under Minnesota Statutes section 542.09 because Defendant's conduct giving rise to the claim in this complaint occurred, in part, in Yellow Medicine County.

## FACTUAL BACKGROUND

12. Defendant is a municipal cooperative which is tasked with providing electricity to residents in its service territory.

13. C.W. is a Minnesota consumer who lives in the county of Yellow Medicine. C.W. resides within the service territory of Defendant.

14. Defendant is in possession of correspondence from an advanced practice nurse responsible for the care of C.W. which certifies that C.W. requires “continuous electrical service at their residence [. . .] to sustain life and prevent serious medical harm.”

15. Defendant has been in possession of that certifying letter since at least May 12, 2026.

16. It is unlawful for cooperatives like Defendant to disconnect electrical service to customers’ residences where “medical equipment requiring electricity necessary to sustain life is in use, provided that utility receives written certification [. . .] that failure to reconnect or continue service will impair or threaten the health or safety of a resident of the customer’s household.” Minn. Stat. § 216B.098.

17. The AGO received a report from C.W. about Defendant’s impending disconnection on May 7, 2026, and promptly called Defendant.

18. When the AGO spoke with Defendant about C.W.’s medical need for electricity on May 12, 2026, Defendant’s manager responded “Well we're well aware because he has been using that for like the last four years, that's his reason that he can't pay his bill, and we can't turn him off. So... sometimes you just get to the point where enough is enough and he's gonna have to make alternate arrangements.”

19. Defendant disconnected C.W.'s electrical service on May 13, 2026.
20. The AGO subsequently contacted Defendant and requested reconnection of C.W.'s electrical service based on medical necessity.
21. Defendant refused the AGO's request.
22. Defendant insists that it is permitted to disconnect C.W.'s electric service because C.W. has an overdue balance on his account.
23. Upon information and belief, Defendant has created and maintains a disconnection policy that authorizes itself to disconnect members who have not paid their electrical bills in full.
24. C.W.'s account with Defendant has not been paid in full. C.W. has, however, completed an application for energy assistance, and Defendant recently accepted an \$800 payment from an energy assistance provider toward C.W.'s account.
25. When the AGO asked Defendant's manager if Defendant would extend a payment plan to C.W., Defendant responded that it did not intend to discuss or set up a payment arrangement for the remaining balance.
26. Defendant has never entered into an alternate payment plan with C.W.
27. When the AGO alerted Defendant's manager to the existence of consumer protections surrounding medically necessary service, Defendant's office manager laughed and prematurely hung up on the Attorney General's representative.
28. Defendant's conduct, practices, actions, and omissions described in this complaint constitute multiple separate violations of Minn. Stat. §§ 216B.098, subdivision 5(a); 216B.098, subdivision 3; 325D.44, subdivision 1(13); and 325F.69, subdivision 1.

**COUNT I**  
**VIOLATION OF RESIDENTIAL CUSTOMER PROTECTIONS – MEDICAL**  
**NECESSITY**

29. Plaintiff re-alleges and incorporates by reference all prior paragraphs of this complaint.

30. Minnesota Statutes section 216B.098, subdivision 5(a), in relevant part, provides that:

A utility shall reconnect or continue service to a customer's residence where a medical emergency exists or where medical equipment requiring electricity necessary to sustain life is in use, provided that the utility receives written certification, or initial certification by telephone and written certification within five business days, that failure to reconnect or continue service will impair or threaten the health or safety of a resident of the customer's household.

31. Although subdivision 5(a) references “a utility,” section 216B.098 explicitly applies to “residential customers of public utilities, municipal utilities, and cooperative electric associations.” Minn. Stat. § 216B.098, subd. 1.

32. Minnesota Statutes section 216B.098, subdivision 5(b) notes that a certification of necessity may be provided by an advanced practice registered nurse.

33. Minnesota Statutes section 216B.098, subdivision 5(f) requires a customer benefiting from subdivision 5(a), but is in arrears, to “contact and enter into a payment agreement with the utility. The payment agreement must consider a customer’s financial circumstances and any extenuating circumstances of the household.”

34. Defendants were, by May 12, 2026, in possession of a letter certifying C.W.’s medical necessity contemplated by section 216B.098, subdivisions 5(a & b).

35. Defendants nevertheless disconnected C.W.’s electrical service, and refuse to reconnect C.W.’s electrical service.

36. Defendants have refused to discuss with, or offer to, C.W. a payment plan.

**COUNT II**  
**VIOLATION OF RESIDENTIAL CUSTOMER PROTECTIONS – PAYMENT**  
**AGREEMENT**

37. Plaintiff re-alleges and incorporates by reference all prior paragraphs of this complaint.

38. Minnesota Statutes section 216B.098, subdivision 3 provides, in relevant part:

A utility shall offer a payment agreement for the payment of arrears. Payment agreements must consider a customer's financial circumstances and any extenuating circumstances of the household. No additional service deposit may be charged as a consideration to continue service to a customer who has entered and is reasonably on time under an accepted payment agreement.

39. Defendant has not offered C.W. a payment agreement.

**COUNT III**  
**VIOLATIONS OF THE DECEPTIVE TRADE PRACTICES ACT**

40. Plaintiff re-alleges and incorporates by reference all prior paragraphs of this complaint.

41. Minnesota Statutes section 325D.44, subdivision 1(13) provides that: “A person engages in a deceptive trade practice when, in the course of business, vocation, or occupation, the person: (13) engages in [. . .] (ii) unfair or unconscionable acts or practices.”

42. Defendant is a “person” within the meaning of section 325D.44 and is subject to the Minnesota Uniform Deceptive Trade Practices Act, Minn. Stat. § 325D.44, because it engaged in a course of business, vocation, or occupation in Minnesota pursuant to subdivision 1 of section 325D.44.

43. Defendant’s conduct is unfair and unconscionable because it has adopted and enforced a policy of disconnecting residents who are in arrears without offering a payment agreement and without regards to medical necessity mandated by public policy as established by the laws of Minnesota.

44. Defendant's policies are also unfair and unconscionable because they put Minnesotans at risk and deprive them of statutory rights in a manner that is unethical, oppressive, unscrupulous, and/or substantially injurious to consumers.

45. Each instance of Defendant's enforcement of its unlawful policy constitutes a separate violation of section 325D.44, subd. 1(13).

46. Defendant's conduct under this count is alleged to extend from the present back to May 25, 2023.

**COUNT IV  
PREVENTION OF CONSUMER FRAUD ACT**

47. Plaintiff re-alleges and incorporates by reference all prior paragraphs of this complaint.

48. Minnesota Statutes section 325F.69, subdivision one prohibits, in relevant part:

The act, use, or employment by any person of any fraud, unfair or unconscionable practice, false pretense, false promise, misrepresentation, misleading statement or deceptive practice, with the intent that others rely thereon in connection with the sale of any merchandise, whether or not any person has in fact been misled, deceived, or damaged thereby[. . .].

49. Defendant's conduct is unfair and unconscionable because it has adopted and enforced a policy of disconnecting residents who are in arrears without offering a payment agreement and without regards to medical necessity mandated by public policy as established by the laws of Minnesota.

50. Defendant's policies are unfair and unconscionable because they put Minnesotans at risk and deprive them of statutory rights in a manner that is unethical, oppressive, unscrupulous, and/or substantially injurious to consumers.

51. Each instance of Defendant's enforcement of its unlawful policy constitutes a separate violation of section 325F.69, subd. 1.

52. Defendant's conduct under this count is alleged to extend from the present back to May 25, 2023.

### **PRAYER FOR RELIEF**

WHEREFORE, the State of Minnesota, by its Attorney General, Keith Ellison, respectfully asks this Court to award judgment against Defendant as follows:

1. Declaring that Defendant's actions, as set forth above, constitute multiple separate violations of Minn. Stat. sections 216B.098, subd. 5(a); 216B.098, subd. 3; 325D.44, subd. 1(13); and 325F.69, subd. 1.

2. Enjoining Defendant's unlawful conduct, including but not limited to mandating reconnection of C.W.'s electrical service until lawfully permitted to do otherwise, and updating Defendant's disconnection policy so that it is fully compliant with Minnesota law for the benefit of all its members.

3. Awarding judgment against Defendant for civil penalties pursuant to Minnesota Statutes section 8.31, subdivision 3, for each separate violation of Minnesota law;

4. Awarding Plaintiff its costs, including costs of investigation and attorney fees, as authorized by Minnesota Statutes section 8.31, subdivision 3a; and

5. Granting such further relief as provided by law and/or as the Court deems appropriate and just.

Dated: May 15, 2026

Respectfully submitted,

KEITH ELLISON  
Attorney General  
State of Minnesota

/s/ Noah Lewellen

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ATTORNEYS FOR STATE OF MINNESOTA

**MINN. STAT. § 549.211 ACKNOWLEDGMENT**

The party on whose behalf the attached document is served acknowledges through its undersigned counsel that sanctions, including reasonable attorney fees and other expenses, may be awarded to the opposite party or parties pursuant to Minn. Stat. § 549.211.

/s/ Noah Lewellen

NOAH LEWELLEN