This opinion is nonprecedential except as provided by Minn. R. Civ. App. P. 136.01, subd. 1(c).

STATE OF MINNESOTA
IN COURT OF APPEALS
A25-1242
A25-1243
A25-1281

Plains Energy, LLC,
Appellant (A25-1242),

vs.

Northstar Electric Cooperative, Inc.,
Respondent,

Plains Energy, LLC,
Appellant (A25-1243),

vs.

Roseau Electric Cooperative, Inc.,
Respondent,

Plains Energy, LLC,
Appellant (A25-1281),

vs.

Beltrami Electric Cooperative, Inc.,
Respondent.

Filed July 13, 2026
Affirmed in part, reversed in part, and remanded
Larson, Judge

Lake of the Woods County District Court
File No. 39-CV-24-168
Roseau County District Court
File No. 68-CV-24-674
Beltrami County District Court
File No. 04-CV-24-2322

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Considered and decided by Johnson, Presiding Judge; Larson, Judge; and Schmidt, Judge.

NONPRECEDENTIAL OPINION

LARSON, Judge

These consolidated appeals arise out of three district court actions that appellant Plains Energy LLC, a solar-energy company, initiated against respondents North Star Electric Cooperative Inc.,[1] Roseau Electric Cooperative Inc., and Beltrami Electric Cooperative Inc. (collectively, the cooperatives). In each action, Plains Energy: (1) sought a declaration that the cooperatives' refusal to interconnect with, or decision to disconnect from, solar-array systems that Plains Energy installed for the cooperatives' members violated state law; (2) alleged that the cooperatives tortiously interfered with Plains

[1] The caption identifies the cooperative as "Northstar," but it is apparent from the record and the briefing that the cooperative's name is "North Star." Accordingly, we use that name in this opinion.

Energy's prospective economic advantage from its contracts with its customers; and (3) alleged that the cooperatives disparaged Plains Energy to its customers. The district courts granted the cooperatives' motions to dismiss all three claims and denied Plains Energy's motion for summary judgment. We affirm in part, reverse in part, and remand.

FACTS

In October 2024, Plains Energy initiated three essentially identical actions against the cooperatives. Because Plains Energy appeals from the district courts' decisions to grant the cooperatives' motions to dismiss, we accept as true the following alleged facts. *See Halva v. Minn. State Colls. & Univs.*, 953 N.W.2d 496, 500 (Minn. 2021).

Plains Energy provides solar-array systems to businesses and individuals in the Midwest. The cooperatives are member-owned, nonprofit cooperatives that provide electricity to their agricultural, commercial, and residential members in Minnesota. Some of the cooperatives' members are Plains Energy's customers.

Plains Energy sells solar-array systems and solar energy to its customers using a "Solar Power Purchase Agreement[]" (PPA). Under a PPA, Plains Energy installs a solar-array system on a customer's property at no initial cost to the customer. The customer pays Plains Energy at a "discounted rate" for the customer's use of solar-generated power and assigns to Plains Energy the rebates and incentives the customer receives for the system. If the solar array generates power that the customer does not use, that power is "sold directly to the local utility," meaning here, the customer's member cooperative.

Plains Energy provided solar-array systems to several of the cooperatives' members. The cooperatives refused to interconnect with those systems or disconnected from those systems. The basis for these actions was a rule the cooperatives adopted that requires a member to own a facility—here, the solar-array system—before the cooperatives interconnect with it (the ownership rule). Because the cooperatives' members do not own the solar-array systems under the PPAs, the cooperatives have refused to interconnect with or have disconnected from these systems. The cooperatives also wrote to their members, stating that the PPAs violate Minnesota laws regarding interconnection and third-party electric retail sales. Because of the cooperatives' actions, Plains Energy has not realized the economic benefit that it expected from the PPAs.

Based on these allegations, Plains Energy's amended complaints asserted three claims: (1) declaratory judgment that the ownership rule is invalid and does not serve as a basis for the cooperatives to refuse to interconnect with Plains Energy's solar-array systems; (2) tortious interference; and (3) business disparagement.

The cooperatives moved to dismiss the complaints under Minn. R. Civ. P. 12.02(e), arguing Plains Energy failed to state a claim upon which relief could be granted. And, with respect to the declaratory-judgment claims, the cooperatives argued in the alternative that Plains Energy lacked standing. Plains Energy opposed the motion and moved for partial summary judgment on the validity of the ownership rule. The district courts agreed with the cooperatives in all respects and, in three substantially identical decisions, dismissed Plains Energy's claims and denied its motions for summary judgment.

Plains Energy appealed the district court decisions, and we consolidated the appeals.[2]

DECISION

Plains Energy challenges the district courts' decisions to dismiss its complaints. We first address whether the district courts properly dismissed Plains Energy's declaratory-judgment claims for lack of standing. Second, we assess whether the district courts correctly dismissed the complaints for failure to state a claim upon which relief could be granted. Finally, we consider the cooperatives' alternative arguments for affirming dismissal based on lack of jurisdiction.

I.

Plains Energy first argues the district courts erroneously dismissed their declaratory-judgment claims on the basis that Plains Energy lacked standing. We review de novo whether a party has standing. *Webb Golden Valley, LLC v. State*, 865 N.W.2d 689, 693 (Minn. 2015). Where, as here, the issue of standing arises in the context of a motion to dismiss, we "must accept as true all material allegations of the complaint, and must construe the complaint in favor of the complaining party." *Forslund v. State*, 924 N.W.2d 25, 32 (Minn. App. 2019) (quotation omitted).

"Standing is an essential element of jurisdiction—a legal requirement that a party have a sufficient stake in a justiciable controversy to seek relief from a court." *Clapp v. Sayles-Adams*, 15 N.W.3d 648, 652 (Minn. 2025) (quotation omitted). A party may acquire

[2] We also granted the Minnesota Rural Electric Association's motion to file a brief as amicus curiae.

that stake if they suffer an "injury-in-fact." *Sec. Bank & Tr. Co. v. Larkin, Hoffman, Daly & Lindgren, Ltd.*, 916 N.W.2d 491, 496 (Minn. 2018).[3] "An injury-in-fact is a concrete and particularized invasion of a legally protected interest." *Webb*, 865 N.W.2d at 693 (quotation omitted).

Plains Energy alleged that it installed solar-array systems for its customers, who are the cooperatives' members. Under the PPAs those customers signed, Plains Energy retained ownership of the systems and expected to benefit financially from those systems based in part on interconnecting with the cooperatives and selling excess electricity to them. Plains Energy also alleged that the ownership rule is invalid and the cooperatives improperly refused to interconnect with some of these systems, and disconnected from others, because of the allegedly invalid ownership rule. Because of the refusals to interconnect and decisions to disconnect, Plains Energy alleged that it has not realized the financial benefits it expected from the PPAs.

Taking the allegations in the complaint as true, the cooperatives' decision to disconnect from Plains Energy's solar-array systems deprived Plains Energy, which owns the systems, from receiving the financial benefit of the solar-array systems. Loss of a particular financial opportunity is an injury in fact sufficient to establish standing. *See Webb*, 865 N.W.2d at 693. The cooperatives contend this loss is insufficient to establish standing because Plains Energy's expected financial benefit relies on interconnection, and Plains Energy does not have a legally protected interest in having its systems

[3] Alternatively, a party may have statutory standing. *See Sec. Bank & Tr.*, 916 N.W.2d at 496. Plains Energy does not claim to have statutory standing.

interconnected. But whether Plains Energy can prove that it is entitled to have its systems interconnected is a merits question, not a standing question. *See Forslund*, 924 N.W.2d at 33; *see also Warth v. Seldin*, 422 U.S. 490, 500 (1975) (stating that "standing in no way depends on the merits of the plaintiff's contention that particular conduct is illegal"). Because Plains Energy alleged that the cooperatives' actions disrupted a particular financial opportunity for Plains Energy, we conclude the district courts erred when they dismissed the declaratory-judgment claims on the basis that Plains Energy lacked standing.

II.

Plains Energy argues second that the district courts erred when they dismissed Plains Energy's complaints for failure to state a claim. A district court may, upon motion, dismiss a complaint that "fail[s] to state a claim upon which relief can be granted." Minn. R. Civ. P. 12.02(e). A claim survives a motion to dismiss "if it is possible on any evidence which might be produced, consistent with the pleader's theory, to grant the relief demanded." *Walsh v. U.S. Bank, N.A.*, 851 N.W.2d 598, 603 (Minn. 2014). When reviewing a district court's decision to dismiss a complaint for failure to state a claim, we review "the legal sufficiency of the claim de novo." *Graphic Commc'ns Loc. 1B Health & Welfare Fund A v. CVS Caremark Corp.*, 850 N.W.2d 682, 692 (Minn. 2014). In doing so, we "accept the facts alleged in the complaint as true and construe all reasonable inferences in favor of the nonmoving party." *Halva*, 953 N.W.2d at 500 (quotation omitted). But a legal conclusion in a complaint is not binding. *CVS Caremark Corp.*, 850 N.W.2d at 692. Dismissal is appropriate if, "with respect to any element, . . . it is not possible on any evidence which might be produced, consistent with the pleader's theory, to grant the relief demanded." *Noske v. Friedberg*, 670 N.W.2d 740, 743 (Minn. 2003) (quotation omitted).

Here, Plains Energy argues the district courts erred when they dismissed Plains Energy's declaratory-judgment, tortious-interference, and business-disparagement claims. We address each group of claims in turn.

A. Declaratory-Judgment Claims

Plains Energy argues the district courts erred when they granted the cooperatives' motions to dismiss the declaratory-judgment claims and denied Plains Energy's motions for summary judgment on the validity of the ownership rule because the ownership rule conflicts with Minn. Stat. § 216B.164, subd. 8(a) (2024).

To decide this issue, we must interpret Minn. Stat. § 216B.164 (2024). We review statutory interpretation questions de novo. *City of Baxter v. City of Brainerd*, 932 N.W.2d 477, 481 (Minn. App. 2019), *rev. denied* (Minn. Sept. 25, 2019). When interpreting a statute, we seek "to ascertain and effectuate the intent[] of the legislature." Minn. Stat. § 645.16 (2024). We consider "the statute as a whole." *CVS Caremark Corp.*, 850 N.W.2d at 689. And we generally construe statutory words according to their common usage, but if a statute uses "technical words and phrases and such others as have acquired a special meaning," we construe the statute according to that special meaning. Minn. Stat. § 645.08(1) (2024). If applying these principles reveals a "plain and unambiguous" statutory meaning, the "inquiry ends there." *Thompson v. St. Anthony Leased Hous. Assocs. II, LP.*, 979 N.W.2d 1, 8 (Minn. 2022) (quotation omitted).

The provision in question states that utilities, including electric cooperatives, "shall be required to interconnect with a *qualifying facility* that offers to provide available energy or capacity and that satisfies the requirements of this section." Minn. Stat. § 216B.164, subd. 8(a) (emphasis added). The phrase "qualifying facility" appears numerous times throughout Minn. Stat. § 216B.164, which addresses the size limits of a "qualifying facility" depending on the type of utility with which it seeks to interconnect, the parameters for purchasing and selling electricity between a utility and a "qualifying facility," and the uniform statewide contract that a "qualifying facility" must sign with a utility. *See* Minn. Stat. § 216B.164. But the statute does not define that key phrase.

Plains Energy argues that the phrase "qualifying facility" has a special meaning that it takes from federal law. Specifically, Plains Energy notes that the federal regulations that implement the Public Utility Regulatory Policies Act of 1978 (PURPA) define "qualifying facility," and it argues that the legislature intended the phrase to have the same meaning when it adopted Minn. Stat. § 216B.164.[4] Whether a statutory phrase has a technical or special meaning depends on the context in which the phrase is used. *Thompson*, 979 N.W.2d at 8.

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[4] Following briefing and oral argument, we ordered supplemental memoranda on the following questions:

1. "Has the term 'qualifying facility' acquired the special meaning set forth in 18 C.F.R. part 292, such that that special meaning must be applied in interpreting Minn. Stat. [§] 216B.164, subd. 8(a)?"
2. "If the answer . . . is yes, does the Ownership Rule conflict with Minn. Stat. [§] 216B.164, subd. 8(a), when the special meaning of 'qualifying facility' is applied?"

To evaluate whether the phrase "qualifying facility" in Minn. Stat. § 216B.164 carries a special meaning, we begin with PURPA itself. Congress passed PURPA in 1978 "to promote the development of new generating facilities and to conserve the use of fossil fuels." *New York v. FERC*, 535 U.S. 1, 9 (2002). To achieve that goal, PURPA directed the Federal Energy Regulatory Commission (FERC) to adopt rules to "encourage cogeneration and small power production" and "require" electric utilities to "sell electric energy to qualifying cogeneration facilities and qualifying small power production facilities" and "purchase electricity from such facilities." 16 U.S.C. § 824a-3(a) (2024). FERC did so, including defining "qualifying facility" as "a cogeneration facility or a small power production facility that is a qualifying facility under [18 C.F.R. §§ 292.201-.211 (2026)]." 18 C.F.R. § 292.101(b)(1); *see also* 18 C.F.R. §§ 292.203-.205 (establishing size, fuel type, and certification requirements).

Three years after PURPA's passage, the Minnesota Legislature enacted Minn. Stat. § 216B.164. 1981 Minn. Laws ch. 237, § 1, at 1023. In doing so, the legislature acknowledged PURPA as the relevant context, stating that "[n]othing in this section shall be construed to alter the rights and duties of any person pursuant to [PURPA] and [18 C.F.R.] part 292." Minn. Stat. § 216B.164, subd. 2(b). The statute also uses the same terminology as PURPA and part 292—not only "qualifying facility" but also the same two types, "cogeneration" and "small power production." *See generally* Minn. Stat. § 216B.164. And the statute echoes PURPA in the statute's statement of intent to "give the maximum possible encouragement to cogeneration and small power production consistent with protection of the ratepayers and the public." *Id.*, subd. 1. In view of this context, we conclude that the phrase "qualifying facility" in Minn. Stat. § 216B.164 carries the special meaning set forth in 18 C.F.R. part 292.

With this definition in mind, we turn to Plains Energy's argument that the ownership rule conflicts with Minn. Stat. § 216B.164. The statute requires the Minnesota Public Utilities Commission (MPUC) to "promulgate rules to implement the provisions of this section" and permits cooperatives to "assume" that authority and adopt their own rules implementing the statute. Minn. Stat. § 216B.164, subds. 6, 11(a). Rulemaking authority allows an agency (or here, the cooperatives) to adopt rules to "fill in gaps" in a statute and "implement or make specific" the statute's language, so long as the rules do not conflict with the statute. *GH Holdings, LLC v. Minn. Dep't of Com.*, 840 N.W.2d 838, 842 (Minn. App. 2013) (quotations omitted). A rule conflicts with a statute if it "violates the plain meaning of the statute" or changes the meaning of the statute's "explicit terms." *Minn. Voters All. v. Off. of Minn. Sec'y of State*, 990 N.W.2d 710, 716 (Minn. 2023) (quotation omitted). A rule also conflicts with a statute if it "adds a requirement that is different from the requirements expressed in the statute." *Id.* at 720; *see also In re Stock*, 4 N.W.3d 502, 508 (Minn. App. 2024) (citing *Minn. Voters All.*, 990 N.W.2d at 720). A rule that conflicts with the statute it purports to implement is invalid. *GH Holdings*, 840 N.W.2d at 843.

Both the MPUC and the cooperatives adopted rules implementing Minn. Stat. § 216B.164, including definitions for statutory terms. The MPUC defines "qualifying facility" consistent with our reasoning above—as "a cogeneration or small power production facility which satisfies the conditions established in Code of Federal Regulations, title 18, part 292." Minn. R. 7835.0100, subp. 19 (2025). The cooperatives do the same, using identical language.[5] But the cooperatives' "qualifying facility" definition also includes the following provision: "The qualifying facilities must be owned by the Member." This ownership rule adds a requirement to the definition of "qualifying facility" that is different from the federal definition and therefore conflicts with Minn. Stat. § 216B.164. Because the ownership rule conflicts with the statute, it is invalid and cannot serve as a basis for the cooperatives to refuse to interconnect with Plains Energy's solar-array systems.[6] The district courts erred when they concluded otherwise.

The cooperatives urge us to affirm dismissal of Plains Energy's declaratory-judgment claims nonetheless. They argue, in the alternative, that Plains Energy has not satisfied two other requirements to sustain a declaratory-judgment action—joining all interested parties and presenting an issue capable of completely resolving the controversy. The cooperatives presented these issues to the district courts, but the district courts did not address them. Nonetheless, we may consider alternative bases for affirmance. *See Scheffler v. City of Anoka*, 890 N.W.2d 437, 450 (Minn. App. 2017), *rev. denied* (Minn. Apr. 26, 2017).

Regarding joinder, "[w]hen declaratory relief is sought, all persons shall be made parties who have or claim any interest which would be affected by the declaration, and no declaration shall prejudice the rights of persons not parties to the proceeding." Minn. Stat.

[5] It is a matter of public record that all the cooperatives elected to adopt rules implementing Minn. Stat. § 216B.164 that are functionally identical. In addition to being publicly available, the cooperatives' rules are also part of the district court records in these cases.
[6] Because we conclude the ownership rule is invalid, we need not reach Plains Energy's broader argument that Minn. Stat. § 216B.164 otherwise requires the cooperatives to interconnect with Plains Energy's systems.

§ 555.11 (2024). The cooperatives contend Plains Energy's declaratory-judgment claims are subject to dismissal because Plains Energy failed to join interested parties whose rights would be affected by the declaration—the cooperatives' members who are Plains Energy's customers. We disagree. The very reason for this dispute is that Plains Energy, not the customers, own the solar-array systems. A determination as to the validity of the ownership rule directly affects only Plains Energy's rights, and any effect on the customers is remote and speculative. We therefore conclude that dismissal is not warranted for failure to join Plains Energy's customers.

Regarding incomplete resolution, a district court "may refuse to render or enter a declaratory judgment or decree where such judgment or decree, if rendered or entered, would not terminate the uncertainty or controversy giving rise to the proceeding." Minn. Stat. § 555.06 (2024). The cooperatives contend that the declaratory-judgment claims would result in an incomplete resolution because the declaration it seeks would not resolve questions about how the cooperatives can comply with other terms of Minn. Stat. § 216B.164. But the controversy giving rise to the proceeding is the validity of the ownership rule, and a declaratory judgment could resolve that controversy. Other questions about implementation are collateral and do not preclude the declaration.

In sum, we conclude the ownership rule conflicts with Minn. Stat. § 216B.164 as a matter of law because it adds a requirement to the statutory definition of "qualifying facility." Accordingly, the district courts erred when they: (1) granted the cooperatives' motions to dismiss the declaratory-judgment claims and (2) denied Plains Energy's motion for summary judgment on the validity of the ownership rule.[7]

B. Tortious-Interference Claims

Plains Energy next challenges the district courts' decisions to dismiss its tortious-interference claims. A tortious-interference-with-prospective-economic-advantage claim has five elements: (1) the plaintiff had a "reasonable expectation of economic advantage"; (2) the defendant knew of that expectation; (3) the defendant "intentionally interfered" with that expectation, and the intentional interference was wrongful in the sense that it was "either independently tortious or in violation of a state or federal statute or regulation"; (4) absent the defendant's wrongful act, it is "reasonably probable" that the plaintiff would have realized its economic advantage; and (5) "the plaintiff sustained damages." *Gieseke ex rel. Diversified Water Diversion, Inc. v. IDCA, Inc.*, 844 N.W.2d 210, 219 (Minn. 2014).

Plains Energy alleged that it had a reasonable expectation of economic advantage from the PPAs. It also alleged that the cooperatives intentionally and wrongfully deprived it of that expected economic advantage when they refused to interconnect with or disconnected from the solar-array systems that Plains Energy installed for the cooperatives'

[7] An order denying summary judgment generally is not appealable, but it may be reviewed as part of an appealable judgment. *Schoer v. W. Bend Mut. Ins. Co.*, 473 N.W.2d 73, 75 (Minn. App. 1991); *see also* Minn. R. Civ. App. P. 103.04 (permitting review of "any order involving the merits or affecting the judgment"). And "[a] denial of summary judgment based on a legal determination is reviewable on appeal from a final judgment." *Swanson v. Swanson*, 856 N.W.2d 705, 707 (Minn. App. 2014). The judgments challenged in this appeal encompassed both the dismissal and summary-judgment decisions, and the summary-judgment decision presents solely the legal question as to the validity of the ownership rule.

members "based on [their] illegal ownership rule." The only basis upon which the district courts granted the cooperatives' motions to dismiss the tortious-interference claims was the validity of the ownership rule. Because the district courts concluded the ownership rule was valid, they determined that Plains Energy's expectation was unreasonable because Plains Energy was aware of the ownership rule and the cooperatives' conduct was not wrongful because the cooperatives relied on the ownership rule. Because, for the reasons stated above, the ownership rule is invalid, we conclude that the district courts erred when they dismissed Plains Energy's tortious-interference claims.

C. Business-Disparagement Claims

Finally, Plains Energy challenges the district courts' decisions to dismiss its business-disparagement claims. A defamation claim (which is how Plains Energy characterizes its business-disparagement claim) requires: (1) a statement that was "communicated to someone other than the plaintiff"; (2) the statement was false; (3) the statement tended to harm the plaintiff's reputation and "lower the plaintiff in the estimation of the community"; and (4) the statement's recipient "reasonably underst[ood] [the statement] to refer to a specific individual" or entity. *McKee v. Laurion*, 825 N.W.2d 725, 729-30 (Minn. 2013) (quotations omitted). "Truth is a complete defense to a defamation action and true statements, however disparaging, are not actionable." *Id.* at 730 (quotation omitted).

Plains Energy alleged that the cooperatives disparaged its business because the cooperatives told their members that the PPAs with Plains Energy violated Minnesota law regarding third-party electric retail sales and interconnection with a cooperative. Plains

Energy further alleged that these statements are "false."[8] We address each statement in turn.

1. Third-Party Electric Retail Sale

Plains Energy first argues the district courts erred when they dismissed their business-disparagement claim related to the statement about third-party electric retail sales. In its complaints, Plains Energy alleged that the cooperatives told their members that, in the PPAs they signed with Plains Energy, they agreed to pay Plains Energy to use electricity that was generated by the facility that Plains Energy installed, and this amounts to a third-party electric retail sale, which is not legal in Minnesota. We accept as true that the cooperatives made this statement. We also generally accept as true an allegation that a statement is false, because the truth or falsity of a statement is typically a "question for the jury." *See McKee*, 825 N.W.2d at 730. But the statement in question here concerns whether specified conduct violates Minnesota law, so we need not accept Plains Energy's assertion on this point. *See CVS Caremark Corp.*, 850 N.W.2d at 692. Instead, we independently consider the statutory language regarding electric retail sales, looking to the statutes' plain language. *See City of Baxter*, 932 N.W.2d at 481-82.

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[8] At oral argument, Plains Energy asserted that references to violation of law or illegal activity are defamatory not only because they are false but also because this language "implies criminal conduct." Defamation "by implication" is a recognized type of defamation in which truthful statements "imply defamatory content." *MacDonald v. Brodkorb*, 939 N.W.2d 468, 475-76 (Minn. App. 2020). But Plains Energy's complaints allege only that the cooperatives' statements are false. They do not allege that the statements implied that Plains Energy engaged in criminal conduct or that any of the members who received the statements understood them to have such a meaning. As such, the complaints do not state actionable claims of defamation by implication.

Two Minnesota statutes address electric retail sales, Minn. Stat. § 216B.37 (2024) and Minn. Stat. § 216B.40 (Supp. 2025). The first establishes that the state is divided into "geographic service areas," with an electric utility assigned to each one. Minn. Stat. § 216B.37. Within an assigned service area, the "specified electric utility shall provide electric service to customers on an exclusive basis." *Id.* The second reiterates the exclusivity of assigned service areas, providing that, except for a few circumstances not at issue here, a utility has "the exclusive right to provide electric service at retail to each and every present and future customer in its assigned service area." Minn. Stat. § 216B.40. Only if that utility provides written consent can another "electric utility . . . render or extend electric service at retail within the assigned service area." *Id.*

There is no statutory definition of two of the operative terms—"exclusive" and "retail." But "exclusive" commonly means "[n]ot divided or shared with others," while "retail" commonly means "the sale of goods or commodities in small quantities directly to consumers." *The American Heritage Dictionary of the English Language* 619, 1498 (5th ed. 2018). And some other statutory definitions are instructive. The term "customer" means "a person contracting for or purchasing electric service at retail from an electric utility," and "electric service" means "electric service furnished to a customer at retail for ultimate consumption." Minn. Stat. § 216B.38, subds. 2, 4a (2024). Considering these terms together, Minn. Stat. § 216B.37 and Minn. Stat. § 216B.40 plainly state that, within a particular service area, only the assigned electric utility—no other person or entity—has the right to sell electricity directly to customers for their personal use.

The cooperatives told their customers that the PPAs violated Minnesota law regarding third-party electric retail sales. Even accepting Plains Energy's allegations as true, this was a true statement. Under the PPAs, Plains Energy's customers would pay Plains Energy for their use of electricity generated from the solar-array systems. This would be a retail sale of electricity. But Plains Energy's customers are members of the cooperatives, which are the assigned electric utilities in their respective service areas. Because only the cooperatives—not Plains Energy or any other person or entity—may sell electricity to their members for the members' own use, Plains Energy's PPAs violated Minn. Stat. § 216B.37 and Minn. Stat. § 216B.40. Because a true statement is not defamatory as a matter of law, Plains Energy's complaints do not state an actionable business-disparagement claim with respect to the cooperatives' statements about third-party electric retail sales.

2. Interconnection

Plains Energy argues the district courts erred when they dismissed their business-disparagement claims regarding the statements about interconnection. Plains Energy alleged that the cooperatives told their members that the PPAs violated Minnesota law regarding interconnection with a cooperative. Plains Energy further alleged that this statement was false because it relied on the ownership rule. The district courts dismissed this claim on the basis that the ownership rule was valid. Because we conclude the ownership rule is invalid for the reasons stated above, we further conclude the district courts erred when they relied on the validity of the ownership rule to determine that these business-disparagement claims were not actionable.

III.

The cooperatives argue that, even if we conclude that Plains Energy's complaints state actionable claims, we should still affirm the district courts' decisions to grant their motions to dismiss because the district courts lacks subject-matter jurisdiction for two reasons: (1) the MPUC has primary jurisdiction over the claims and (2) the filed-rate doctrine bars the district courts from deciding the claims. The cooperatives presented these arguments to the district courts, but the district courts did not address them. But as noted above, we may address them as alternative bases for affirmance. *See Scheffler*, 890 N.W.2d at 450.

A. Primary Jurisdiction

Under the primary-jurisdiction doctrine, a court can stay judicial proceedings if a case raises "issues of fact not within the conventional experience of judges or cases requiring the exercise of administrative discretion to permit agency consideration of the matter." *Siewert v. N. States Power Co.*, 793 N.W.2d 272, 283 (Minn. 2011) (quotation omitted). Two factors govern application of the primary jurisdiction doctrine: (1) whether the legislature expressly granted an agency exclusive jurisdiction over the issue and (2) whether the issue raised is "inherently judicial." *Id.* (quotation omitted).

The cooperatives argue the MPUC has special expertise regarding utilities and its own rules. But the issues in this case depend principally on interpretation of statutes, and courts need not rely on agency expertise to interpret statutes. *See Lagasse v. Horton*, 982 N.W.2d 189, 199 (Minn. 2022) (stating courts are "not bound in matters of statutory interpretation by determinations of administrative agencies"); *In re Indep. Spent Fuel*

Storage Installation, 501 N.W.2d 638, 642-43 (Minn. App. 1993) ("Statutory interpretation is the domain of the judiciary."), *rev. denied* (Minn. July 15, 1993). To the extent this case implicates matters beyond statutory interpretation, it concerns the rules that the cooperatives themselves adopted, specifically the ownership rule. We therefore conclude the MPUC does not have primary jurisdiction over Plains Energy's claims.

B. Filed-Rate Doctrine

The filed-rate doctrine provides that courts should not consider collateral challenges to filed rates. *Hoffman v. N. States Power Co.*, 764 N.W.2d 34, 44 (Minn. 2009). But the doctrine does not prevent a court from enforcing an agency's rates or rules. *Id.*

The cooperatives contend this matter implicates the filed-rate doctrine because they, like all utilities, must file their rules with the MPUC. *See* Minn. Stat. § 216B.05 (2024) (requiring utilities to file with the MPUC all rules that affect their service and contracts). We disagree. When a cooperative assumes rulemaking authority under Minn. Stat. § 216B.164, it acts as the principal regulator and is "exempt" from the MPUC's regulation. Minn. Stat. § 216B.164, subd. 11(a). The obligation to file the rules with the MPUC does not negate the cooperative's role as principal regulator. As such, the cooperatives have not demonstrated that the filed-rate doctrine prevents the district courts from deciding Plains Energy's claims.

* * *

For the reasons set forth above, the ownership rule conflicts with Minn. Stat. § 216B.164 as a matter of law because it adds a requirement to the statutory definition of "qualifying facility." Therefore, the ownership rule is invalid, and we reverse the district courts' decisions to grant the cooperatives' motions to dismiss the declaratory-judgment claims and deny Plains Energy's motion for summary judgment on the validity of the ownership rule. We also reverse the district courts' decisions to grant the cooperatives' motions to dismiss Plains Energy's tortious-interference claims and business-disparagement claims as they relate to interconnection. But because Plains Energy's business-disparagement claims pertaining to statements about third-party electric retail sales are true as a matter of law, we conclude the district courts correctly dismissed those claims. Accordingly, we affirm in part, reverse in part, and remand for further proceedings not inconsistent with this opinion.

Affirmed in part, reversed in part, and remanded.